



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
December 20, 2022
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

PETITIONS AND COMMUNICATIONS

1. 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

2. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

3. Miscellaneous reports and announcements from Boards and Commissions.

CITY MANAGER

4. 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.

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.
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 Ave South and 20th St 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.

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

OLD BUSINESS

NEW BUSINESS

13. Annual Comprehensive Financial Report (ACFR) and Audit Report, Fiscal Year 2022. *Action: Accept or deny the Fiscal Year 2022 Annual Comprehensive Financial Report, the Required Client Communication Letter, and the City’s response to the Required Client Communication Letter; and authorize or not authorize staff to submit the related reports to other government agencies and financial institutions as necessary. (Presented by Melissa Kinzler)*
14. IT Infrastructure Installation: Civic Center HR Remodel Project. *(Presented by Sylvia Tarman)*
 - I. IT Infrastructure Installation Costs from Central Technologies, *Action: Approve or deny costs in the amount of \$15,795.00, utilizing American Rescue Plan Act funds, and (authorize/not authorize) the City Manager to execute the contract documents.*
 - II. IT Infrastructure Installation Costs from High Point Networks, *Action: Approve or deny costs in the amount of \$6,011.48, utilizing American Rescue Plan Act funds, and (authorize/not authorize) the City Manager to execute the contract documents.*
15. Change Order #2: Civic Center HR Remodel Project. *Action: Approve or deny 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/not authorize) the City Manager to execute the contract documents. (Presented by Sylvia Tarman)*

ORDINANCES / RESOLUTIONS

CITY COMMISSION

16. Miscellaneous reports and announcements from the City Commission.

17. Commission 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.

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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; Grant Administrator Tom Hazen and 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: In the interest of transparency, Commissioner McKenney referred to Item 17 and disclosed that he is a realtor, but has no financial interest in that housing project.

1. PETITIONS AND COMMUNICATIONS

Kevin Westie, 602 35th Street North, commented that the Great Falls Fire Department, Police Department, and Library have not been properly funded. The Natatorium shut down because it was not properly funded. He suggested keeping up with maintenance at the Multi-Sports Complex for anticipated increased use, and bringing back neighborhood bars to lower public safety costs.

Daniel Hartzel, City resident, commented that he has proposed laws but nothing will get done until Great Falls gets a new chain of command.

NEIGHBORHOOD COUNCILS

2. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

BOARDS AND COMMISSIONS

3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

4. APPOINTMENTS TO THE PARK AND RECREATION BOARD.

Mayor Kelly summarized the information contained in the agenda report.

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Mayor Kelly moved, seconded by Commissioner Hinebauch, that the City Commission appoint Erin Borland to the Park and Recreation Board for the remainder of a three-year term through December 31, 2023, and appoint Kevin England and Anne Schmidt for three-year terms from January 1, 2023 through December 31, 2025.

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

Mayor Kelly and Commissioner McKenney noted that all five applicants would be an asset to the board, and encouraged the two applicants that were not selected to apply again for this or other City boards.

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

Motion carried 5-0.

5. REAPPOINTMENT/APPOINTMENT TO THE REGIONAL AIRPORT AUTHORITY BOARD.

Mayor Kelly noted from the agenda report that board member Vincent Bakke termed off the board. Board member Richard Gibbs was appointed for a three-year term through December 31, 2022 and is interested and eligible for a second term. One application was received from Jordan Husted and the Commission interviewed him this afternoon.

Mayor Kelly moved, seconded by Commissioner Tryon, that the City Commission reappoint Richard Gibbs and appoint Jordan Husted to the Great Falls Regional Airport Authority Board for three-year terms through December 31, 2025.

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

Mayor Kelly reported that Mr. Husted is an outstanding young man, has been in Great Falls his whole life, and brings a tremendous amount of business experience to the board.

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

Motion carried 5-0.

6. REAPPOINTMENT/APPOINTMENT TO THE GREAT FALLS PLANNING ADVISORY BOARD/ZONING COMMISSION.

Mayor Kelly noted from the agenda report that board member Charles Pankratz' term expires December 31, 2022 and he is not interested in serving another term. Board member Pat Green was appointed to fill the remainder of a three-year term through December 31, 2022 and is eligible and interested in serving an additional three-year term. Staff advertised for citizen interest and one application was received from Julie Essex. At its November 22, 2022 meeting,

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the Planning Board recommended reappointing Mr. Green and appointing Ms. Essex for three-year terms through December 31, 2025.

Mayor Kelly moved, seconded by Commissioner McKenney, that the City Commission reappoint Pat Green and appoint Julie Essex to the Great Falls Planning Advisory Board/Zoning Commission for three-year terms through December 31, 2025.

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

Motion carried 5-0.

7. APPOINTMENTS TO THE MANSFIELD CENTER FOR THE PERFORMING ARTS ADVISORY BOARD.

Mayor Kelly noted that the Commission needs to appoint two board members as a result of members fulfilling various obligations and moving away ending their terms. At its November 18, 2022 meeting, the Mansfield Center for the Performing Arts Advisory Board considered applications and recommended Benjamin Nelson and Caryl Olmstead for three-year terms through December 31, 2025. Mayor Kelly encouraged the third applicant to keep his application on file and apply for other boards as well.

Mayor Kelly moved, seconded by Commissioner Tryon, that the City Commission appoint Benjamin Nelson and Caryl Olmstead to the Mansfield Center for the Performing Arts Advisory Board for three-year terms through December 31, 2025.

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.

CITY MANAGER

8. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon reported the following:

- Last month he attended an Association of Defense Communities (ADC) Conference and met with other folks that host military installations around the country. He will provide a travel report to the Commission.
- He also attended a Leadership Montana class in Bozeman, toured Gibson Guitar Company's manufacturing facility, and heard community conversations about what is happening in sister cities around the state. Moderate growth is good and allows everyone to breathe, but robust growth like what is happening in Bozeman is hard on many different levels.

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- He also took time off in November to go hunting. He thanked Deputy City Manager Chuck Anderson and staff, and welcomed City Attorney David Dennis and Public Works Director Chris Gaub to the team.
- The Great Falls Police Department promoted Rick Brinka, Aaron Frick and Thad Kimmet to Sergeant, and Cara Guderian, Travis Burrow, Kaleb Larson and Scott Fisher to Master Police Officer.
- Walls are going up at the new indoor aquatics and recreation center. OF 1770.
- An average snow event generates about 500,000 cubic yards of snow to be removed and hauled to a storage site. Great Falls has received 28" of snow so far this winter, which is about half of the yearly average.
- He attended a State Emergency Response Commission (SERC) meeting today to discuss homeland security grants that State DES administers.

CONSENT AGENDA.

9. Minutes, November 15, 2022, City Commission Meeting.
10. Total Expenditures of \$4,142,751 for the period of November 2, 2022 through November 23, 2022, to include claims over \$25,000, in the amount of \$3,198,634.
11. Grants List.
12. Approve the purchase of one new 3-wheel Elgin Pelican street sweeper from Joe Johnson Equipment of Billings, through Sourcewell, formerly known as NJPA, for a total of \$266,509, including shipping.
13. Ratify the contract proposal from First Due to provide Great Falls Fire Rescue with a records management software and ratify the contract proposal with Central Square for the annual subscription fee and the interface export between First Due and Central Square software.

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

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 inquired about the funds for the match listed on both grant items in Item 11.

Director Raymond clarified that the match is from other sources to complete the project.

With regard to Item 13, Mayor Kelly noted that the price of software increased significantly. He expressed appreciation to Fire Chief Jones for researching a software solution.

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

Motion carried 5-0.

PUBLIC HEARINGS

14. RESOLUTION 10481, A REQUEST FROM PROPERTY OWNER, CASEY CARTER, FOR A CONDITIONAL USE PERMIT FOR A “TWO-FAMILY RESIDENCE” LAND USE UPON THE PROPERTY ADDRESSED AS 306 21ST AVENUE SOUTH.

Mayor Kelly declared the public hearing open and asked for presentation of the staff report.

Planning and Community Development Director Craig Raymond reported that the owner of 306 21st Avenue South has submitted an application for a Conditional Use Permit (CUP) in order to convert the existing single family dwelling into a two-unit residential dwelling. Because the property is located within the R-2 Single Family Medium Density zoning district, a duplex may be allowed but does require City Commission approval through a conditional use permit process.

Although the subject property is not immediately proximate to other similar duplex or multi-family uses, staff finds that there are more than adequate reasons to support the CUP and grant the request. The existing single-family dwelling is located on a large 1.5 acre parcel. As such, the proposed duplex poses no concern for density conflicts with other R-2 zoning areas of the community or the immediate surrounding properties and is not inconsistent with the City's land development code. The property will easily accommodate the requested duplex land use.

Based on the details of the request, staff finds that granting the CUP would be in the interest of the applicant, the City and community at large by providing additional housing opportunities in a harmonious fashion with the neighborhood.

Mayor Kelly asked if the Commission members had any questions of staff or the applicant.

Hearing none, Mayor Kelly asked if there were any comments from the public in support of or in opposition to Resolution 10481.

Mayor Kelly closed the public hearing and asked the will of the Commission.

Commissioner McKenney moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10481 subject to the applicant fulfilling the listed Conditions of Approval.

Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Tryon noted that the Zoning Commission and Neighborhood Council 6 voted to recommend approval of the CUP.

Commissioner McKenney expressed appreciation to the Planning and Community Development Department for being flexible in zoning to help with the housing crises in Great Falls.

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

Motion carried 5-0.

15. RESOLUTION 10484, A REQUEST FROM DISCOUNT TIRE COMPANY TO VACATE A PORTION OF 10TH ALLEY SOUTH BETWEEN 24TH STREET SOUTH AND 25TH STREET SOUTH.

Mayor Kelly declared the public hearing open and asked for presentation of the staff report.

Planning and Community Development Director Craig Raymond reported that Discount Tire Stores has filed a request to vacate a portion of 10th Alley South between 24th Street South and 25th Street South. The applicant is proposing the vacation of the alley, purchase of the subject property, and relocation of existing utilities to accommodate a larger buildable area on the site as shown in the Preliminary Site Plan. The applicant is also proposing to abandon the western portion of the sanitary sewer main that currently runs the length of the subject property. A small portion of sanitary sewer main will remain along the eastern edge of the subject property. This will require the dedication of a utility easement and installation of a manhole at the end of the main for maintenance access. The sanitary sewer main and service will remain for the motel property to the east. The sewer utility relocation will be reviewed and approved by City staff if the vacation of the alley is approved by the Commission. It has been communicated with the applicant that sanitation access must remain for both lots if the vacation is approved.

The redevelopment proposal is subject to further review as part of any future building permits. Clearly, there is more work to be done in order for the project to receive final approval for utility changes and building permits.

The City's Public Works and Engineering Division have been directly involved in the consideration of the request and supports the requested alley vacation provided all conditions are met.

On November 15, 2022, the City Commission adopted Resolution of Intention 10483, providing notice of its intent to formally bring the matter to a public hearing and consider Resolution 10484 which grants the request to vacate portions of 10th Alley South.

Applicant **Bill Fortunato**, PACLAND – Seattle, P.C., representing Discount Tire, expressed appreciation to Planning and Community Development staff for working diligently in getting this request ready for the public process and before the Commission for consideration.

Mayor Kelly asked if the Commission members had any questions of staff or the applicant.

Mayor Kelly inquired if access design to allow for proper sanitation pick up and emergency personnel has been discussed.

Director Raymond responded that the Preliminary Site Plan attached to the agenda report depicts the layout of the possible, eventual development. All of the affected departments are involved

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as part of the development review process. Staff provides for all of those things in the conditions of approval.

Mayor Kelly asked if there were any comments from the public in support of Resolution 10484.

Jake Clark, Great Falls Development Authority, 405 3rd Street NW, applauded the efforts of the City staff, developer and ownership group for the redevelopment of this property.

Mark Macek, 801 Fox Drive, submitted written comments in support of the alley vacation to allow for efficient and safe building and property access and traffic circulation.

Mayor Kelly asked if there were any comments from the public in opposition to Resolution 10484. Hearing none, Mayor Kelly closed the public hearing and asked the will of the Commission.

Commissioner Tryon moved, seconded by Commissioners Hinebauch and Wolff, that the City Commission adopt Resolution 10484, subject to the Conditions of Approval being fulfilled by the applicant.

Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner McKenney explained that the liquor license for the current property may be sold or relocated. Based on the quota system, if another casino or tavern opens in town, it is not in addition, it is the license has been relocated.

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

Motion carried 5-0.

16. RESOLUTION 10485, A REQUEST FROM KAIROS YOUTH SERVICES FOR A CONDITIONAL USE PERMIT FOR A “COMMUNITY RESIDENTIAL FACILITY, TYPE II” LAND USE UPON THE PROPERTY ADDRESSED AS 1201 7TH AVENUE NW.

Mayor Kelly declared the public hearing open and asked for presentation of the staff report.

Planning and Community Development Director Craig Raymond reported that the applicant, Kairos Youth Services, has submitted an application to request a Conditional Use Permit (CUP) to allow a Community Residential Facility, Type II on the lot addressed as 1201 7th Avenue Northwest, where Kairos currently operates a Community Residential Facility, Type I, facility that houses up to eight youth.

Provisions of the Land Development Code provide for this request through the CUP process. What sets a Type II facility apart from Type I facility is simply the size and number of residents allowed on the property at any one time. In this case, the applicant is requesting to house a total of 12 youth instead of eight.

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In conjunction with the request, Kairos Youth Services will be licensed with the State and will be completing an interior remodel to add an additional bedroom and bathroom to the house per State licensure requirements. While the City does not inspect or enforce these specific State license requirements, staff's review of the application, preliminary site and floor plans, appear to demonstrate that the building and property can adequately sustain the intended use.

On October 12, 2022, the project was presented to Neighborhood Council #2, which voted unanimously to support the project and recommends that the City Commission grant the CUP.

On October 25, 2022, the Zoning Commission conducted a public hearing and also recommended approval of Resolution 10485.

Mayor Kelly asked if the Commission members had any questions of staff or the applicant.

Commissioner Tryon received clarification that the applicant is required to obtain a State license to expand from a Type I to Type II land use.

Mayor Kelly asked if there were any comments from the public in support of or in opposition to Resolution 10484. Hearing none, Mayor Kelly closed the public hearing and asked the will of the Commission.

Commissioner Hinebauch moved, seconded by Commissioner Wolff, that the City Commission adopt Resolution 10484 subject to the applicant fulfilling the listed Conditions of Approval.

Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Tryon commented that Neighborhood Council 2 voted in favor of approval, and the appropriate City departments reviewed the proposal and had no objections.

Mayor Kelly thanked Kairos for the work they do in the community.

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

Motion carried 5-0.

17. **RESOLUTION 10482, A REQUEST FROM SILVER STONE ENTERPRISES, LLC TO ANNEX THE PROPERTY ADDRESSED AS 3801 2ND AVENUE NORTH AND ORDINANCE 3253 TO ESTABLISH CITY ZONING CLASSIFICATION OF R-6, MULTI-FAMILY HIGH DENSITY, FOR THE NEWLY CREATED TRACT 1, AND C-1, NEIGHBORHOOD COMMERCIAL, FOR THE NEWLY CREATED TRACT 2.**

Mayor Kelly declared the joint public hearing open and asked for presentation of the staff report.

Planning and Community Development Director Craig Raymond reported that Silver Stone Enterprises submitted an application on August 10, 2022 to annex and assign City zoning to the

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15.67-acre property addressed as 3801 2nd Avenue North, located at the northeast corner of 2nd Avenue North and 38th Street North.

Although the applicant is proposing development of an apartment complex consisting of 12 36-unit buildings for a total of 432 units, given the nature of the split zoning request, the applicant may, ultimately build other land uses on that property designated as C-1 zoning, into something other than apartment buildings. Granted, it would have to be uses that are allowed or conditionally permitted under C-1 zoning but it is possible other uses could be considered. Given the nature of adjacent uses and zoning designations along with the proximity to 2nd Avenue North and 38th Street North, staff has no objection to the C-1 zoning, nor should it cause any concern with the Commission or the community. C-1 zoning seems to be a fitting extension of existing development patterns and is harmonious with multi-family residential development if all phases are constructed as presented in the application.

The subject property has been vacant and wholly surrounded by the incorporated City limits for quite some time. City staff has met with several potential developers over the years for different types of development ideas, none of which seemed to have been feasible given the nature of the property, its proximity to City services and the requirements that come with different development forms. This proposal seems to be the most workable proposal to date.

A development project of this scale requires a substantial amount of planning, design and construction. The traffic impact is probably the single biggest concern to the community. Area residents have long expressed concern about the functionality and safety of intersections along 38th Street, both south and north. Staff has been working with the developer to mitigate anticipated traffic impacts on a fair and reasonable basis. Traffic studies have been reviewed that identify the anticipated traffic increases. City staff is recommending that the developer contribute up to \$50,000 towards the improvement of affected intersections, particularly due to impact of left turn movements. Whatever mitigation measures the City comes up with must be supportable by documentation as being tied to the direct impact caused by the new development. That means that staff cannot expect developer to solve any existing problems that already exist just because they are the most recent one to show up to the party.

The Montana Department of Transportation has direct authority to review and require any additional mitigation they find appropriate through the systems impact process, which the applicants are currently navigating at this time.

Access was also a point of consideration for the project and the developer and staff have been working closely together to work out access points in order to minimize impact to surrounding property owners and distribute the traffic appropriately. In this case, connecting the proposed development to the adjacent street grid was not in anyone's best interest. As such, the developer is dedicating a small portion of right of way that will provide connectivity of 3rd Avenue North

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and an alley so that City sanitation and Fire Department will continue to have looping access for continuation of services post development.

The Improvement Agreement also stipulates that the developer is responsible for water and sewer main extension to/through the property in conformance with City standards, as well as designating what level of responsibility the City has during and after the proposed development is completed.

Project scale has also been a point of concern for some area residents. Although it is understood that the proposed project represents a dramatic change to the existing vacant condition, given the proposal's proximity to minor arterial streets and higher classification intersections and adjacent commercial zoning, staff finds that high density residential is certainly appropriate for the project site.

To this point, there has been extensive community notice and involvement. The project did present to Neighborhood Council #4 on August 25, 2022 and received a favorable recommendation from the council. Subsequent to that date, however, neighbors began to express concern related to nearby condominium development parking impacts, alley usage and general area traffic concerns. Several citizens attended the October 25, 2022 Planning Board public hearing and asked several questions and expressed either support for or opposition to the proposal.

Staff is in support of this project as the property seems to be well suited for a high-density residential use, applicants have actively worked cooperatively with City staff to address any infrastructure or traffic impacts and it addresses a distinct need for additional housing in the community.

Applicant, Kevin May, Big Sky Civil & Environmental, 1324 13th Avenue SW, thanked the City for the continued help on this project over the last 11 months to get to this point today.

Mayor Kelly asked if the Commission members had any questions of staff or the applicant.

Mayor Kelly requested clarification regarding the \$50,000 for traffic impacts at intersections.

Director Raymond responded that the \$50,000 dollar figure was arrived at based upon the recommendations in the traffic study to make improvements at the intersections to left hand turn lanes. This specific development represented roughly 10% of the increase in left hand turn movements. The basic estimated costs for those improvements is \$500,000. Therefore, the dollar figure was arrived at by 10% of \$500,000 is \$50,000.

Mayor Kelly inquired how involved Montana Department of Transportation (MDT) has been in the project.

Director Raymond responded that MDT has been involved and will continue to be heavily involved.

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Commissioner Tryon inquired if staff would characterize the Neighborhood Council and residents in that community as being satisfied with answers or explanations regarding the parking and traffic concerns. If not, he inquired what further could be done to address those concerns.

Director Raymond responded that everyone appreciated the explanations at the Neighborhood Council meetings. The subject of traffic mitigation gets complicated and expensive, in part because it is also an MDT route. Traffic will be addressed together between the City, MDT and the developer. Certainly, the project has an impact. The City is asking the developer to participate in that process and they have agreed. The developer will continue to go through the systems impact process with MDT as well. The City does not know yet what MDT may want or require as a result of their process.

The alley parking issue was primarily related to some of the residents of the condominiums being accustomed to parking on private property across the alley. Their concern is when that is no longer possible, will they be able to park along the alley and still allow for emergency services. He explained that there are code requirements and limitations on parking in alleys to allow for the free flow of traffic for sanitation services and emergency services.

Part of the Neighborhood Council conversation was that, at the appropriate time, they would ask Public Works if there could be some surface improvements to the alley to help with the situation. At that time, they agreed to engage and discuss, but there were no specific promises made pertaining to improvements to the alley itself.

Applicant Kevin May added that the existing 20' wide platted alley will remain as is. The developer is only looking to develop the private property.

Mayor Kelly asked if there were any comments from the public in support of Resolution 10482 and Ordinance 3253.

Daniel Hartzell, City resident, suggested the developer pay for the costs if the alley is going to be moved over.

Jerrica Seilstad, 5 Jayhawk Lane, commented that she works in the housing industry as a licensed property manager. Great Falls has a significant housing deficiency. She works with many people every day from all walks of life and income levels, all searching for quality housing and all are affected by this deficit. She is a proponent of responsible, high quality, well-planned development. Silverstone Enterprises is offering that to this community. They are a part of the community and have a positive track record of providing expertly crafted housing. This project is greatly needed for our community and she hopes to see it come to fruition.

Jake Clark, Great Falls Development Authority, 405 3rd Street NW, commented that the proposed resolution represents the highest and best use of this piece of property. The annexation of an enclave such as this property helps eliminate some of the infrastructure costs. Zoning, as proposed, makes this a great property for the project location within the City.

Shane Etwiler, Great Falls Area Chamber of Commerce, 100 1st Avenue North, commented that the Chamber is in favor of the annexation and zoning classifications. At the November

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Chamber luncheon, he updated attendees on housing and apartment developments that, based on the projects going on, looks like 1200 to 1400 units coming on line fairly quickly, inclusive of this project.

Kirk Timmer, Silver Stone Enterprises, 4104 15th Avenue South, commented that he realized many years ago that Great Falls was lagging behind a lot of communities, as there was a serious need for these apartments. For the past 30 years, he has watched nothing going on with this property except for the weeds growing. He realized this is the location to help fulfill the housing need. As a local company, Silver Stone is invested in Great Falls. They will be doing something that will make them proud and make Great Falls proud. With regard to density, they could have put as many apartments in there as possible. But, because this project is important to them, they left a lot of green space and more open space. He plans to use local companies and sub-contractors as much as possible.

Jim Duffy, 2908 3rd Avenue North, submitted written comments in support of Resolution 10482 and Ordinance 3253 pointing out that additional housing at all income levels is very much needed in Great Falls. The location is good as it is close to Malmstrom Air Force Base and to elementary and middle schools. It promotes infill, will help to revitalize the 2nd Avenue North corridor between 38th Street and Malmstrom, and the applicant is willing to mitigate traffic impacts along 38th Street.

Mayor Kelly asked if there were any comments from the public in opposition to Resolution 10482 and Ordinance 3253.

Debi Knuth, 3625 8th Avenue North, commented that the 400 units would have more kids going to area schools. Most of the kids are walking to school on 38th Street and 2nd Avenue North. The Deaf & Blind School uses that crossing for mobility with the blind. She urged the Commission to consider safety for all of the pedestrians. With regard to sewer and water, she noted that is a lot of toilets to flush. The area residents have not experienced problems to date, but expressed concern because houses in the area of 44th Street North and 2nd or 3rd Avenue North are having water and sewer issues.

Jeni Dodd, City resident, noted that she lives in the vicinity. She expressed traffic concerns on 38th Street and 8th Avenue North. The number of apartments and extra people has her concerned with the traffic. She inquired if the Neighborhood Council voted in support of the project.

Mayor Kelly asked staff to address the concerns that were expressed.

Director Raymond reported that the final designs and engineered plans would be reviewed and approved by the consultant and City engineers prior to construction. This is the first he has heard about a nearby neighborhood having issues from the other apartments. He will find out more about that.

Director Raymond also clarified that the Neighborhood Council voted in favor. After that approval, there were some concerns brought up and the Council asked for a subsequent appearance by City staff to address the concerns. Their support was not withdrawn for the project.

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With regard to traffic, Director Raymond responded that staff is aware of the 38th Street concerns of Neighborhood Councils 4 and 5. Staff has been looking at that intersection in the long-term transportation plans and it will depend on what MDT's priorities are and available MDT and City funding.

Sidewalks, curb cuts and things of that nature are being considered in this project as well.

Mayor Kelly closed the joint public hearing and asked the will of the Commission.

Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10482 to annex the property legally described as Mark 5 within the N1/2 NWNW of Section 9, T20N, R4E, PMM, Cascade County, Montana, and approve the Improvement Agreement, based on the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant.

Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Tryon commented that the agenda report does mention that the water and sewer main improvements are part of the required improvements. He admonished the developer and City staff to continue to work with and address the Neighborhood Council concerns.

Commissioner McKenney commented that Great Falls has experienced 40+ years of stagnation. That stagnation is now behind us. Change is necessary. Moderate growth is healthy and that is the tract Great Falls is on. Projects like this need to be considered to have healthy, moderate growth in a diverse economy, and a place for our kids to stay home instead of moving elsewhere.

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

Motion carried 5-0.

Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the City Commission adopt Ordinance 3253 to assign R-6, Multi-Family High Density zoning for the newly created Tract 1, and C-1, Neighborhood Commercial zoning for the newly created Tract 2, in the N1/2N1/2 of Sections 8 and 9, T20N, R4E, PMM, Cascade County, Montana, and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant.

Mayor Kelly asked if there was any further discussion amongst the Commissioners.

Mayor Kelly thanked the owner and developer for putting this project forward with their capital risk for the benefit of the community. The military has noticed this project significantly and it is a great fit for base housing.

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

Motion carried 5-0.

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Mayor Kelly called a recess at 8:24 pm and called the meeting back to order at 8:30 pm.

OLD BUSINESS

18. MISSOURI RIVER NORTH BANK STABILIZATION PHASE 1 PROJECT [OF 1693.0].

Public Works Director Chris Gaub reported that Public Works is a large mission requiring many resources to bring essential services to the City. This means they are responsible for significant amounts of funding provided from citizens, primarily through utility rate payments, and from enterprise funds. He takes managing these funds seriously.

This project is to stabilize the north bank of the Missouri River west of the 9th Street Bridge. It prevents erosion that would lead to the collapse of a 36-inch sanitary sewer main and the undermining of soils supporting the River's Edge Trail.

The construction contract is currently funded at about \$582,000, which does not include the design and inspection costs of \$131,000. The project is funded with approximately \$398,000 FEMA grant, \$73,000 NorthWestern Energy and the Missouri/Madison River fund, \$150,000 Sanitary Sewer Enterprise funds, and \$91,000 Park and Recreation funding.

The requested action is approval of approximately \$167,000 additional Sanitary Sewer Enterprise funding so that the contractor can continue construction activities while following a revised design.

The revised design accounts for discovery by the contractor of unexpected contamination during excavation on the east end of the project site near the 9th Street Bridge.

He highlighted that after the discovery of the petroleum contamination, work stopped and the contractor, Montana DEQ, Army Corps of Engineers, Calumet and design engineer WWC, all worked constructively with Public Works in developing a path forward, both in the short term by preventing further soil contamination, and in the longer term by revising the design to account for the unforeseen site conditions.

Winkler Excavating has been flexible in adjusting schedule and work area at no additional cost so they can continue work while waiting resolution of this change order. Calumet performed hand borings along the bank line on their property to determine the extent of the contaminated fill area. Calumt also accepted and disposed of the contaminated soil at their cost.

The revised design will cap the contamination and reduce the amount of excavation required by installing riprap, which are large, boulder sized rocks, and moving the protection further away from the higher portions of the bank.

The original design installed gabion baskets further into the bank away from the river's edge, which would have required significantly more excavating in the area where the contamination was discovered. The majority of the increased costs is for riprap and is the key to the revised design in protecting the shoreline against erosion. The contractor's cost for this riprap is in line with their original bid items. Staff has negotiated with the contractor on work scope and reduced

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the original contractor estimate by about \$50,000 from approximately \$217,000 to \$167,000. The City is able to cover the \$167,000 change order with the current level of sanitary sewer enterprise funding. City staff will continue to manage this project closely to identify any potential future cost savings. The engineer firm, WWC, modified the design and obtained permits and is thus far not requesting additional funds for this work.

There is evidence of the gabion baskets by the 9th Street Bridge eroding more rapidly due to this project and the excavation, which means that the contractor needs to move forward with this project to prevent further erosion and additional costs to repair these gabion baskets. If the project does not move forward the City would lose \$400,000 in FEMA grant funding and the Commission's recently approved acceptance of an additional \$356,000 in FEMA grant funding for Phase II of this project.

Had this contamination been known and accounted for in the design process, the City would have ended up awarding this project using the revised design versus the original design and awarding it at a cost that would have included the amount of funding being requested today.

Commissioner Wolff moved, seconded by Commissioners Hinebauch and Tryon, that the City Commission approve Change Order #1 in the amount of \$167,733 [sic] and increase the total contract amount from \$581,700 to \$749,473.

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

Mayor Kelly commented that Calumet and WWC have been willing partners in cleaning up the "surprise" contaminants. WWC not charging for the redesign saved \$50,000. He suggested approving the Change Order and staff going back and requesting that Calumet and WWC consider additional reimbursement based on the fact that the initial boring findings were not reported to the City and the contaminant is from Calumet.

Commissioner Tryon appreciated Director Gaub's comments about where the money is coming from, as well as negotiating with the other stakeholders.

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

Motion carried 5-0.

19. AMENDMENT NO. 1 TO THE MAY 19, 2021 DEVELOPMENT AGREEMENT BETWEEN THE CITY OF GREAT FALLS AND THE GREAT FALLS AIRPORT AUTHORITY FOR TAX INCREMENT FINANCING FUNDS.

Planning and Community Development Director Craig Raymond reported that this is a request to amend the Development Agreement the City Commission approved at its meeting on May 18, 2021, by adopting Resolution 10399. This agreement essentially laid out the conditions of approval of Great Falls Airport Authority's request for Tax Increment Financing funds from the Great Falls International Airport Tax Increment Financing Industrial District to aid in the cost of infrastructure improvements.

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The Great Falls International Airport Tax Increment Financing Industrial District Plan was adopted by the Great Falls City Commission on November 5, 2008. The boundaries were amended on September 1, 2009. The Airport TIF District is unique in comparison to other industrial TIF districts in that it is an Industrial Tax Increment Finance District as opposed to a Targeted Economic Development District.

Prior to 1989, tax increments could only be used for rehabilitation efforts within urban renewal areas. The Montana legislature amended the Montana Urban Renewal Law to enable municipalities to create industrial TIF districts to assist in the development and retention of secondary, value-adding industries. The new Industrial TIF program created some new opportunities to stimulate and support certain industrial businesses, but it also had constraints.

In 2013, the State created Targeted Economic Development Districts, otherwise known as TEDDS, and eliminated the previously allowed industrial TIF districts. While new Tax Increment Financing Industrial Districts cannot be created any longer, existing TIFIDs were allowed to continue their existence until they sunset. Additionally, remaining TIFIDs must follow the regulations in place at the time of their creation, limiting the activities that are supportable by TIF increment funds.

The Great Falls International Airport Authority is using TIF funds to subsidize development of a 300-acre area west of the Cascade County Detention Center, north of the I-15 corridor and south of the Ulm North Frontage Road. The area is owned by the Airport and was identified in the Airport Authority Master Plan Update for aviation commercial development. They will eventually be building large metal buildings subdivided into condominium spaces that will be marketed and leased or sold to businesses and individuals. The buildings will be capable of accommodating businesses looking for 1,250 square foot bays to an entire 30,000 square foot building.

After the City Commission's approval of the development agreement recorded on May 19, 2021, which allocated of \$762,510 funds for the project, the construction and bidding process resulted in higher dollar amounts than estimated in the original request. The Great Falls Airport Authority is now requesting to amend the development agreement to receive TIF reimbursements to cover the inflated project costs. The revised funding request for the project is now \$1,091,238, as outlined in the revised development agreement.

An important element of the Development Agreement is that the intended explicit purpose of the TIF district is to focus on and encourage secondary value added industry. This is why Secondary Industries is clearly defined in the Development Agreement as well as the statute. It is defined as "those industries that transform raw resources into processed substances from which industrial or consumer products may be manufactured." It is an expectation, not a secondary or incidental result of the use of the public taxpayer dollars. There has been significant discussion regarding the requirement to emphasize this with the Airport Authority to date. Staff anticipates that actual development projects that materialize as a result of the use of these public funds will indeed primarily be secondary value added industry in nature.

Commissioner Wolff moved, seconded by Commissioner Hinebauch, that the City Commission approve Amendment No. 1 to the Development Agreement with the Great

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Falls International Airport Authority pertaining to expenditure of Great Falls International Airport District Tax Increment Financing (TIF) funds.

Mayor Kelly asked if there were any comments from the public.

John Faulkner, Airport Director, representing the Airport Authority, commented that the engineer's estimates that were put into the original package were based on 2019 construction costs, and there were also redesign elements and boring costs with regard to the water and sewer lines. The site has been paved, road is in and the utilities are done. He is getting the final invoices now from the contractor and he does not anticipate any additional cost increases at this point. With regard to development, by the end of August all five units will be occupied with a manufacturing use.

Shane Etwiler, Great Falls Area Chamber of Commerce, 100 1st Avenue North, commented that this item is a proper use of TIF funds to continue with development and help offset some of costs. It is impressive to see the doubled revenues in the past eight years, and the airport continues to have record-breaking years.

Jolene Schalper, Great Falls Development Authority, 405 3rd Street NW, commented that GFDA is excited for this project at the airport and understands the need for cost overruns. For being a town built on industry, it is really challenging to find industrial bays or warehouse space in Great Falls. This project has access to a foreign trade zone that a lot of companies are seeking, and access to the interstate. The airport has the capacity and the land to do this project and increase value. This is a great use of TIF funds.

Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Wolff commented she is in support of the economic growth that this project will bring to the community.

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

Motion carried 5-0.

NEW BUSINESS

20. FIRE STATIONS INFRASTRUCTURE PROJECT, PROFESSIONAL SERVICES AGREEMENT [OF 1797.1].

ARPA Project Manager Sylvia Tarman reported that the Fire Station Infrastructure Project was identified as a Tier 1 American Rescue Plan Act (ARPA) project by the City Commission at the April 5, 2022 meeting. City staff have been working with Cushing Terrell on preliminary design options for this project. Fire Department personnel, along with Finance personnel, identified the need to update the HVAC systems, dormitory, and gym areas of all four fire stations in order to support social distancing protocols and update aging infrastructure.

City staff have been working with Cushing Terrell staff on preliminary evaluations of the fire stations and possible remodel options. Cushing has provided a design estimate for the project, in

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the amount of \$248,800, for the design work for all four fire stations. This design will include the necessary architectural, mechanical, and electrical construction documents to enable bidding by a qualified construction contractor. Cushing is ready to execute the project immediately upon approval from the Commission.

Commissioner Tryon moved, seconded by Commissioner Wolff, that the City Commission approve the Professional Services Agreement with Cushing Terrell for the Fire Station Infrastructure Project in the amount of \$248,800 utilizing American Rescue Plan Act (ARPA) funds, and authorize the City Manager to execute the 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.

Mayor Kelly received clarification that approval of this item will provide for the comprehensive design documents, and not for the actual construction. He commented that it may take time to obtain the necessary funding for the construction. He inquired how much consideration was given to the fact that some of the design documents may be aged before the process begins, for example, on the fourth fire station.

ARPA Project Manager Tarman responded that staff has been very communicative with Cushing Terrell and all of the design professionals that the Tier 1 ARPA projects all come with a timeline. The funding allocations have to be allocated by 2024 and construction on all of these projects have to be completed by 2026. Cushing Terrell is in a position to complete design and be ready to bid in early 2023.

Commissioner Wolff commented she was glad to see this project move forward. When she toured Fire Station 1 there was not any heat in the dormitory. She also noted the health factor without adequate HVAC. This project is necessary to protect the health of the fire fighters.

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

Motion carried 5-0.

21. CIVIC CENTER SYSTEMS IMPROVEMENT DESIGN PROJECT, PROFESSIONAL SERVICES AGREEMENT [OF 1750.2].

ARPA Project Manager Sylvia Tarman reported that the HVAC/Boiler/Transformer Upgrade Project was identified as a Tier 1 ARPA project by the City Commission at the April 5, 2022 meeting. City staff have been working with Cushing Terrell on preliminary design options for these projects. Because of the way these systems are integrated with one another, Cushing has recommended combining the designs under one project, thus named the Civic Center Systems Improvement Design Project. Cushing has suggested moving forward with the HVAC portion of the project first to enable ordering of the long lead equipment. Cushing has provided a design estimate for the project, in the amount of \$179,967, for the design work for all three portions of the project. This design will include the necessary architectural, mechanical, and electrical construction documents to enable bidding by a qualified contractor. Due to their familiarity with the Civic Center building and infrastructure, they are well suited to provide an integrated design

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for the overall project. Cushing is ready to execute the project immediately upon approval from the Commission.

Cushing Terrell is also working on the HR remodel project and integrating the HVAC for that project with other portions of the Civic Center. Cushing is working on providing a comprehensive design to satisfy environmental needs within the Civic Center.

Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission approve the Professional Services Agreement with Cushing Terrell for the Civic Center Systems Improvement Design Project in the amount of \$179,967 utilizing American Rescue Plan Act (ARPA) funds, and authorize the City Manager to execute the 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.

Mayor Kelly inquired if the design of the HVAC system will account for possible future office relocations and space utilization.

Director Raymond responded that the design is not to expand capacity with regard to adding square footage to the building. Although the floor plan may be adjusted, the HVAC ducts and returns may be adjusted accordingly. The project is also being designed for energy efficiency.

ARPA Project Manager Tarman added that staff is working with Cushing Terrell to provide a comprehensive system for these projects. It started with HR, and now includes portions of the prosecutors' office, the Chambers, Missouri Room and the stairwells. They are also working together to take advantage of situational opportunities when the ceilings are open to rearrange the HVAC and duct work.

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

Motion carried 5-0.

22. CITY OF GREAT FALLS AMERICAN RESCUE PLAN ACT SUB-AWARDS REVIEW COMMITTEE RECOMMENDATION.

Mayor Kelly moved, seconded by Commissioners Hinebauch and Wolff, that the City Commission approve the recommendation of the City of Great Falls American Rescue Plan Act (ARPA) Sub-Award Review Committee and allocate \$2,884,557 of the City's available ARPA balance to fund the fourteen (14) identified grant applications.

Mayor Kelly asked if there were any comments from the public.

Jeni Dodd, City resident, read a prepared statement not objecting to any individual grantee, but objecting to City ARPA funding being granted to private, non-profit organizations when the funds could be used to alleviate additional tax burden for City property owners.

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Mayor Kelly asked for presentation of the staff report.

Grant Administrator Tom Hazen reported that The American Rescue Plan Act, or ARPA, was signed into law on March 11, 2022. Upon execution, ARPA added Sections 602 and 603 to the Social Security Act. These two sections created the legal framework to distribute approximately \$350 billion to state, local, and tribal governments. Additionally, these sections also identified eligible expenses for ARPA use. Section 603(c)(1)(A) states that a unit of local government shall use funds to “respond to the public health emergency with respect to the Coronavirus Disease 2019 or its negative economic impacts, including assistance to households, small businesses, and non-profits, or aid to impacted industries such as tourism, travel, and hospitality.” The United States Department of the Treasury expanded on this language in the ARPA Interim and Final Rules when it recognized that small businesses and non-profits have faced widespread substantial challenges and then provided clear tools for assisting those entities within the regulations.

The Great Falls City Commission, in its previous composition, took this to heart and began prioritizing the distribution of a portion of the City’s \$19.5 million dollars in direct ARPA allocation in September of last year. City Staff drafted an Application document and solicited comments and suggestions from both the Commission and the public in October. The current roster of the City Commission approved a final version of the Application document in January. The City accepted applications between February 2nd and July 15th with an established funding cap set at \$3 million. These applications were reviewed for eligibility and completeness. Ten applications were removed and twenty-four were advanced for scoring. Thirty-four applications totaling \$10,464,425.81 were submitted before the application window closed.

Scoring followed a process that was approved by the Commission and published in the Application. A five-member review committee comprised of Planning and Community Development, Fire and Rescue, Legal, and Finance Department employees was established. Using the scoring matrix the contained in the Application Document, the Committee prepared a recommendation consisting of 14 proposals totaling \$2,884,557. After review and approval by the City Manager the recommendation was presented to the City Commission at the November 17, 2022 Special Work Session.

The Review Committee recommendation is a reflection of the City Commission Goals and Priorities for ARPA use. In particular, Review Committee suggestion prioritizes projects serving a significant number of Great Falls residents. These projects address the negative impacts of the COVID-19 pandemic. Finally, many target an urgent need that is not currently being addressed in our community.

The projects contained within the Review Committee’s recommendation are a diverse collection of organizations and activities. The list contains 12 non-profits and two-for profit organizations proposing activities ranging from food pantry operations to medication-assisted treatment for substance abuse disorder. Additionally, there are programs from sweat equity based affordable housing programmatic costs to revitalization of a sports playing surface used by high schools, unaffiliated amateurs, professional athletic organizations, and special events such as concerts. These projects prioritize the delivery of a variety of therapies to low-income children, job training to college aged at risk youth, and the provision of evidence-based practices specifically designed to reinforce the parent-child relationship. The proposals range in scale from \$49,000 to \$600,000.

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However, when combined, according to provided estimates, these activities have the potential to benefit tens of thousands of Great Falls residents directly.

The proposed recommendation began with federal legislation and is now the end result of a 14-month communal process. These ARPA Sub-Awards have been a topic of conversation between City Staff and the Commission at no less than nine meetings of this body. City staff and potential applicants interacted at eight question and answer sessions. Five City employees from four different departments contributed time above and beyond their traditional duties to prepare a recommendation. Finally, we are here tonight to discuss a distribution of nearly \$3 million into the community through a program that has been championed and guided by two iterations of this Commission.

This recommendation is the distilled result of hundreds of hours dedicated by local organizations, City staff, City management, and by this Commission. The recommendation is a unique opportunity to address a multitude of needs in the Community while simultaneously assisting local organizations. It adheres to the Goals and Priorities that this body identified for ARPA usage. For these reasons staff recommends that the City Commission approve the recommendation of the ARPA Sub-Award Review Committee to fund the 14 identified proposals through a \$2,884,557 allocation of ARPA funds.

Mayor Kelly apologized for going out of sequence. A motion has been made and seconded to discuss this item. He called again for public comment.

Jolene Schalper, Great Falls Development Authority (GFDA), commented that GFDA is pleased with the vast vetting and meetings that allowed for everyone to have a chance to weigh in. GFDA feels these proposals meet the goals and objectives of the Commission. The Committee has done an excellent job of parsing out the funds to a diverse community that is going to be served with this money and that goes back to the original intent of easing the impacts that Covid had. GFDA supports all of the projects as presented.

Sherrie Arey, NeighborWorks Great Falls, encouraged the Commission to approve the slate of grantees. She attended most of the meetings, as well as had the opportunity to meet with Grant Administrator Hazen at the public forums that he held to gather information and answer questions. She complimented Grant Administrator Hazen and the Review Committee members for the transparent and open process. If some of the obligations are not fulfilled, she encouraged granting the funds to the other applicants that were not funded. The funds will help the groups that are able to do things that the City is not able to do, or do as well.

Lance Boyd, Peace Place Board Chairman, 1315 Central Avenue, expressed appreciation for the opportunity to apply for these funds. It is not very often a non-profit like Peace Place would have the ability to be able to service a special population in Great Falls that does not have a lot of opportunities with students with disabilities. Being able to provide daycare services for those students as well as therapeutic opportunities allows those students to make a greater impact on the community.

Carrie Parker, Helping Hands Director, First English Lutheran Church, 726 2nd Avenue North, expressed appreciation for the efforts of Grant Administrator Hazen and the Review Committee

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members. Helping Hands is a small, grass roots food pantry downtown serving more than 1000 people per month. She is grateful Helping Hands is being considered.

Written comments in support of approving ARPA funds for Peace Place's building renovation project were received from: **Gloria Braucht**, 504 36th Street South, **Abhinav Sinha**, 5410 8th Avenue South, **Chrissy Kirk**, **Pragya Sinha** and **Charlene Warnick**, who all have children or grandchildren that attend Peace Place.

Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Wolff noted the written comments the Commission received today, and expressed appreciation to those entities that submitted applications.

Commissioner Hinebauch expressed appreciation to the organizations that applied and can use this money for things the City cannot do. The City Commission appreciates all the work they do in the community.

Commissioner McKenney referred to page 307 of the agenda packet and noted that the Great Falls Voyagers have been recommended for \$600,000, which is 21% of the available funds. He did not anticipate a grant going to an entertainment facility, and asked staff for additional clarification.

Grant Administrator Hazen clarified that one of the needs that Congress and the Department of the Treasury identified were the negative economic impacts felt by specific industries. One of those industries is the tourism industry. One of the biggest tourism draws and one of the biggest facilities for tourism in Great Falls is the Voyagers and Centene Stadium. That particular field benefits not only the Voyagers, but other professional teams, amateur teams like the Legion, high school baseball programs, and local organizations. Thousands of people benefit from that field being an on-going, productive outlet that is preserved for the future.

Commissioner McKenney commented when this process started, there was not unanimous agreement amongst the Commission to even offer funds or, if the Commission did, what the amount would be. After robust discussion, the Commission agreed to 10% of the \$30 million combined ARPA and CARES Act monies, or approximately \$3 million dollars. He believes the funds are going to good causes. There are things the community can do better than what government can do.

Commissioner Tryon thanked Grant Administrator Hazen and the Committee members. One of his original concerns was that the process be fair and transparent, and it was that. He added that, although he was in favor of keeping all of the ARPA money for City needs, the list of proposed grantees are all good causes that will be beneficial to everyone in the community.

Mayor Kelly commented that this was a great challenge to have to be able to put money out in the community from the federal government specifically designed to helping what the pandemic has created. There was definitely damage done along the way, but cities and the state are still recovering from the pandemic. A lot of that damage was done to young kids that couldn't get to school, people who missed opportunities and ended up homeless, some of the economic

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momentum that we had going forward was stilted and stopped, and some of our outlets for recreation, entertainment and reasons for other people to come to our community went away. Even though Great Falls is in a much healthier situation, those problems still exist. He applauded all of the applicants that realized they needed some help to recoup and recover from the pandemic. He also thanked Grant Administrator Hazen for a fair and open process. He also recognized the graciousness of this Commission with differing philosophical opinions, as it was a tough decision to come to. It is not an either/or situation in our community. It is an “and.” This is a great example of the Commission using these extra dollars to do great work for the City, the infrastructure needs that the City has, and reaching out into those areas that can best execute the use of those dollars for the issues that permeate our community.

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

Motion carried 5-0.

ORDINANCES/RESOLUTIONS

23. ORDINANCE 3252, AMENDING TITLE 2, CHAPTER 3, SECTION 030, OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO MUNICIPAL COURT JUDGES.

Interim City Attorney David Dennis reported that Ordinance 3252 is the second of two steps necessary to create a two-judge municipal court structure. The first step was accomplished on November 8, 2022, when the City electors voted to amend Article V of the City Charter to remove the one-judge limitation contained in the Charter.

The item before the Commission tonight accomplishes the second step, modifying the Official Code of the City of Great Falls to conform to the change in the City Charter.

The proposed ordinance amends § 2.3.030 of the City Code to establish two Municipal Court departments—A and B—with associated Municipal Judge positions, elected on a staggered basis. The ordinance provides for appointment of a qualified judge to fill the Department B position until the next Municipal election in 2023. The appointment will be done through a separate City Commission process.

The effective date of the proposed ordinance will be January 5, 2023. There is no fiscal impact as a second Municipal Court judge position was included in the fiscal year 2023 budget.

Commissioner Tryon moved, seconded by Commissioner Hinebauch, that the City Commission adopt Ordinance 3252.

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.

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CITY COMMISSION

24. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

25. COMMISSION INITIATIVES.

Commissioner Tryon requested that staff prepare a draft resolution, ordinance or whatever is appropriate designating that all of the marijuana local option tax revenue that the City receives be put in a specific account and designated for public safety – being police, fire and courts. No one objected.

Manager Doyon commented that he will figure out the best way to do that, but thinks it can be achieved through budgeting by setting up a new fund that gets adopted by the City Commission for that purpose.

Commissioner Wolff commented that she had discussions with Manager Doyon and Director Raymond after being approached by several people requesting to have the City establish a Medical/Education or Research/Education corridor or district that would encompass the area of Benefis, Great Falls Clinic, Touro Medical College, McLaughlin Research Center, Great Falls College-MSU and University of Providence. Director Raymond will reach out to representatives of those entities to see exactly what they need. She was told by the new president of the McLaughlin Research Center that, for them to seek more federal research grants and funding, it would be very helpful to have this designation. She concluded that she appreciates City staff agreeing to explore this topic. No one objected.

Once staff has options to present, both initiatives will come before the Commission at a work session.

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 6, 2022, at 9:41 pm.**

Motion carried 5-0.

 Mayor Bob Kelly

 City Clerk Lisa Kunz

Minutes Approved: December 20, 2022



Commission Meeting Date: December 20,2022
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	NOV 26, 2022 - DEC 5, 2022	609,171.10
ACCOUNTS PAYABLE CHECK RUNS FROM MUNIS	NOV 24,2022 - DEC 7,2022	2,540,281.07
MUNICIPAL COURT ACCOUNT CHECK RUN FOR ASIFLEX	NOV 18,2022 - NOV 30,2022	46,708.82
	NOV 22,2022- NOV 23,2022	585.68
TOTAL: \$		<u><u>3,196,746.67</u></u>

GENERAL FUND

FIRE

BIG SKY FIRE EQUIPMENT/AFFIRMED MEDICAL	AFG GRANT/ARPA SCBA BOTTLES (SPLIT AMONG FUNDS)	108,000.00
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SPECIAL REVENUE FUND

AMERICAN RESCUE PLAN

BIG SKY FIRE EQUIPMENT/AFFIRMED MEDICAL	AFG GRANT/ARPA SCBA BOTTLES (SPLIT AMONG FUNDS)	25,650.00
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PARK MAINTENANCE DISTRICT

SWANK ENTERPRISES	INDOOR AQUATIC & RECREATION CENTER CONSTRUCTION	1,173,704.46
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FEDERAL BLOCK GRANTS

NORTHWEST PLAYGROUND EQUIPMENT	WHITTIER PLAYGROUND EQUIPMENT	47,787.66
NORTHWEST PLAYGROUND EQUIPMENT	WHITTIER PLAYGROUND EQUIPMENT	43,628.00
NORTHWEST PLAYGROUND EQUIPMENT	WHITTIER PLAYGROUND EQUIPMENT	68,000.00
NORTHWEST PLAYGROUND EQUIPMENT	WHITTIER PLAYGROUND EQUIPMENT	31,005.00

ENTERPRISE FUNDS

SEWER

VEOLIA WATER NORTH AMERICA	MONTHLY CONTRACTED CAPITAL IMPROVEMENTS	285,489.11
CAPCON LLC	OF1695.3 ELK'S RS PARK SW FORCE MAIN/PMT 2	30,884.14
TD&H ENGINEERING	OF 1758.1 LIFT STATION #1 REPAIRS & SUP/PMNT 9	97,237.73

SANITATION

HIGH PLAINS LANDFILL	LANDFILL FEES FOR THE MONTH OF NOV 2022	32,417.39
HIGH PLAINS LANDFILL	LANDFILL FEES FOR THE MONTH OF NOV 2022	53,411.68

INTERNAL SERVICES FUND

INFORMATION TECHNOLOGY

ZUERCHER TECHNOLOGIES, LLC	ANNUAL SOFTWARE AND HARDWARE	81,372.15
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CENTRAL GARAGE

MOUNTAIN VIEW CO-OP	GASOLINE/DIESEL	27,565.51
MOUNTAIN VIEW CO-OP	GASOLINE/DIESEL	27,165.68

TRUST AND AGENCY

COURT TRUST MUNICIPAL COURT

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	38,830.48
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PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	53,636.00
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	52,560.90
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	71,759.97
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	140,805.05
US BANK	FEDERAL TAXES, FICA & MEDICARE	228,410.43
LABORERS INTERNATIONAL UNION	EMPLOYEE CONTRIBUTIONS	25,643.28

CLAIMS OVER \$25000 TOTAL:

\$ 2,744,964.62

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

DATE: December 20, 2022

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	Information Technology	Century Link Communications, LLC d/b/a Lumen Technologies Group	12/2022 – 12/2025	\$28,800 3-year contract	Ratification of Service Order Document No. DOC-0001156316 for dedicated internet access
B	Park and Recreation	Great Falls-Cascade County Historic Preservation Advisory Commission (HPAC)	11/29/2022-11/01/2027	N/A	Ratification of Memorandum of Understanding setting forth HPAC’s participation of cabin maintenance, interpretive displays and programming and fundraising, and the Park and Recreation’s participation of lawn and ground maintenance, utilities and snow removal from parking areas and walkways - Vinegar Jones Cabin in Gibson Park

C	Public Works Environmental	SFP-E, LLC	Permanent	N/A	Maintenance Agreement for Private Stormwater Treatment System for Les Schwab Tire Store (Lot 16 of Amended Plat of Dudley-Anderson Addition Lots 14 & 15, Block 12) located in the SE ¹ / ₄ of Section 8, and the NE ¹ / ₄ of Section 17, Township 20 North, Range 4 East, PM MT, Cascade County, Montana
D	Public Works Environmental	DE Development, LLC	Permanent	NA	Maintenance Agreement for Private Stormwater Treatment System for Hub International River Side Office (Lot 1A of an AM. Plat of Lot 1, Block 10, Broadwater Business Park – Plat 2005-0000003) Located in the NE ¹ / ₄ & SE ¹ / ₄ of Section 11 & NW ¹ / ₄ & SE ¹ / ₄ of Section 12, T20N, R3E, PM MT, Cascade County, Montana
E	Public Works Environmental	Independence Bank	Permanent	NA	Maintenance Agreement for Private Stormwater Treatment System for Independence Bank (Lot 1 of Independence Bank Minor Subdivision – Plat 2020-0000024) Located in the NE ¹ / ₄ of Section 1, T20N, R3E, PM MT, Cascade County, Montana

CITY OF GREAT FALLS, MONTANA

COMMUNICATION TO THE CITY COMMISSION

DATE: December 20, 2022

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	Park and Recreation	Missouri-Madison River Fund	FY 2023	\$4,000	NorthWestern Energy - \$1,050 City, in-kind and River’s Edge Trail Foundation - \$1,550 [\$6,600 total project cost]	Missouri-Madison River Fund Recreation Project FY2023 Grant Application Form to replace water fountain on the River’ Edge Trail near Black Eagle Dam and new monument plaque
B	Park and Recreation	Missouri-Madison River Fund	FY 2023	\$1,980	NorthWestern Energy - \$1,500 City & other contributions - \$2,000 [\$5,480 total project cost]	Missouri-Madison River Fund Recreation Project FY 2023 Grant Application Form for updating and printing 20,000 River’s Edge Trail maps



Commission Meeting Date: December 20, 2022
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Approve Final Payment: Valeria Way Storm Drain Phase 2, O.F. 1463.1

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Consider and Approve Final Payment

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (approve/not 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.”

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

Staff Recommendation: Approve final payment.

Summary:

This project was initiated to replace aging infrastructure, and reduce surface flooding issues. The original Valeria Way Storm drain was installed in the 1920's along the historic Montana Railroad line. The existing 100-year old storm drain line shows signs of deterioration and is generally in poor condition.

Residents have complained that during short duration high intensity rainfall events they are subject to flooding and damage resulting from it. Flooding most notably occurs near the intersection of 26th Street North and 6th Avenue North.

Phase 1 of this project began at approximately 19th St N and 1st Ave N, and ended near the intersection of 22nd St and 3rd Ave N. That project installed 30-inch RCP and Manholes that connected the newly installed and existing storm drain lines. Phase 2 of this project connected to the work completed under Phase 1, and extended the storm drain network to the intersection of 26th St N and 6th Ave N. This phase also added additional inlet capacity at the intersection of 26th St N and 6th Ave N.

Background:Citizen Participation:

City Public Works Staff met with local landowners, to obtain background information and gain understanding of their concerns with localized flooding in the area.

Workload Impacts:

Design phase engineering plans and specifications were completed by the City Engineering staff. City Utilities Division, Street Division, Environmental Division, and Parks and Recreation Department all provided input to the project. City Engineering staff provided construction phase engineering services and project inspection.

Purpose:

Residents have complained that during high intensity short duration events they are subject to flooding and the associated damage resulting from it. The purpose of the project was to reduce surface flooding issues. These are most notably located at the intersection of 26th Street North and 6th Avenue North.

Project Work Scope:

Work performed under this contract included the following: Installation of 1,665 lineal feet of 30-inch diameter storm drain; 1,330 lineal feet of 42-inch diameter storm drain; 15 manholes; 11 inlets and associated piping; utility crossings; and surface restoration.

Final Payment:

The original contract was awarded on March 16, 2022 in the amount of \$1,642,200.00. The final project cost is \$1,577,314.10 which is \$64,885.90 less than the amount that was originally awarded and approved.

Conclusion:

The project has been selected and prioritized, and executed in accordance with the Public Works Capital Improvement Program and budgeted in the storm drain utility enterprise fund. The project will result in less flooding and help address concerns that citizens have raised regarding the drainage in this area.

City staff recommends approving the Final Payment. City staff has verified that Western Municipal Construction, Inc., has completed all work and punch list items in accordance with the plans and contract. The two year warranty period started at the time of substantial completion which was November 12, 2021.

Fiscal Impact:

The project cost was funded through City Storm Utility Enterprise funds.

Alternatives:

The City Commission could vote to deny approval of the final payment and request staff to further investigate if this project is ready for final payment. This action would result in delaying payment to the contractor.

Attachments/Exhibits:

Final Pay Documents.

Vicinity Map

PROJECT FUNDING/EXPENDITURE SUMMARY

1463.1 Valeria Way 4 Storm Drain Replacement Phase 2

PREPARED BY THE CITY ENGINEERS OFFICE: RJB

DATE: 11/16/2021

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE				
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5
CONTRACTOR: Western Municipal Construction, Inc.	5315575.493100 Improvements Other Than Buildings	\$92,789.64	\$175,697.97	\$143,179.84	\$481,257.89	\$395,871.06
		\$92,789.64	\$175,697.97	\$143,179.84	\$481,257.89	\$395,871.06
	DATE	6/21/2021	7/29/2021	8/23/2021	10/1/2021	11/1/2021

FINAL
RJB
gwp
CW

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE				
		NO. 6	NO. 7	NO. 8	NO. 9	NO. 10
CONTRACTOR: Western Municipal Construction, Inc.	5315575.493100 Improvements Other Than Buildings	\$159,158.93	\$79,958.04			
		\$159,158.93	\$79,958.04	\$0.00	\$0.00	\$0.00
	DATE	12/21/2021	8/1/2022			

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 11	NO. 12	NO. 13	NO. 14	NO. 15			
CONTRACTOR: Western Municipal Construction, Inc.	5315575.493100 Improvements Other Than Buildings						\$1,625,778.00	\$1,527,913.37	\$97,864.63
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,625,778.00	\$1,527,913.37	\$97,864.63
	DATE								

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE				
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5
MT. DEPT. OF REV. 1%	5315575.493100 Improvements Other Than Buildings	\$937.27	\$1,774.73	\$1,446.26	\$4,861.19	\$3,998.70
		\$937.27	\$1,774.73	\$1,446.26	\$4,861.19	\$3,998.70
	DATE	6/21/2021	7/29/2021	8/23/2021	10/1/2021	11/1/2021

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE				
		NO. 6	NO. 7	NO. 8	NO. 9	NO. 10
MT. DEPT. OF REV. 1%	5315575.493100 Improvements Other Than Buildings	\$1,607.67	\$807.66			
		\$1,607.67	\$807.66	\$0.00	\$0.00	\$0.00
	DATE	12/21/2021	8/1/2022			

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 11	NO. 12	NO. 13	NO. 14	NO. 15			
MT. DEPT. OF REV. 1%	5315575.493100 Improvements Other Than Buildings						\$16,422.00	\$15,433.48	\$988.52
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,422.00	\$15,433.48	\$988.52
	DATE								

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
MISCELLANEOUS	5315575.493100 Improvements Other Than Buildings	\$305.16					\$500.00	\$305.16	\$194.84
							\$500.00	\$305.16	\$194.84
	DATE	1/26/2021							
	VENDOR	Tribune							

PROJECT #	ACCOUNT NUMBER	FUND DESIGNATION	FUNDING	EXPENDITURES	BALANCE
PW392002					
	5315575.493100	Improvements Other Than Buildings	\$1,625,778.00	\$1,527,913.37	\$97,864.63
	5315575.493100	Improvements Other Than Buildings	\$16,422.00	\$15,433.48	\$988.52
	5315575.493100	Improvements Other Than Buildings	\$500.00	\$305.16	\$194.84
		TOTALS	\$1,642,700.00	\$1,543,652.01	\$99,047.99



Contractor's Application for Payment No. 8 - Final

Application Period: 7-16-22 to 08-21-22		Application Date: 8/22/2022
To (Owner): City of Great Falls	From (Contractor): Western Municipal Construction, Inc.	Via (Engineer): City of Great Falls
Project: Valeria Way Storm Drain Replacement Phase 2 O.F 1463.1	Contract: Valeria Way Storm Drain Replacement Phase 2 O.F 1463.1	
Owner's Contract No.:	Contractor's Project No.: 21-VWS	Engineer's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders			
Number	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE..... \$ 1,642,200.00
			2. Net change by Change Orders..... \$
			3. Current Contract Price (Line 1 + 2)..... \$ 1,642,200.00
			4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ 1,577,314.10
			5. RETAINAGE:
			a. 5% X Work Completed..... \$
			b. 5% X Stored Material..... \$
			c. Total Retainage (Line 5.a + Line 5.b)..... \$
			6. SET-OFFS:..... \$
			a. Direct Expenses (Reimbursable) \$
			b. Direct Expenses (Non-Reimbursable) \$
			c. Total Direct Expenses (Line 6a + 6b) \$
			7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c - Line 6c)..... \$ 1,577,314.10
			8. LESS PREVIOUS PAYMENTS (Line 7 from Prior Application)..... \$ 1,496,548.10
			9. GROSS AMOUNT DUE THIS APPLICATION..... \$ 80,765.70
			10. 1% MT GROSS RECEIPTS TAX..... \$ 807.66
			11. NET AMOUNT DUE THIS APPLICATION..... \$ 79,958.04
			12. Balance to Finish + Retainage (Column G total on Progress Estimates + Line 5 above)..... \$
TOTALS			
NET CHANGE BY			
CHANGE ORDERS			

Contractor's Certification
 The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 7 Inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Contractor Signature
 By: Cornelia Neuman Date: 8/22/22

Payment of: \$ 79,958.04
 (Line 11 or other - attach explanation of the other amount)

is recommended by: [Signature] 11/16/22
 (Engineer) (Date)

Payment of: \$ 79,958.04
 (Line 11 or other - attach explanation of the other amount)

is approved by: _____
 (Owner) (Date)

Approved by: _____
 Funding or Financing Entity (if applicable) (Date)

Item #	Description of Pay Items	Fst.		Western Municipal		Total to Date	
		Qty	Unit	Price	Total	Installed Qty	Total
101	Mobilization (3%) Max	1	LS	\$45,000.00	\$45,000.00	1.00	\$45,000.00
102	Traffic Control	1	LS	\$9,100.00	\$9,100.00	1.00	\$9,100.00
103	12" SDR 35 PVC Storm Drain Pipe	410	LF	\$73.00	\$29,930.00	410.00	\$29,930.00
104	15" SDR 35 PVC Storm Drain Pipe	250	LF	\$98.00	\$24,500.00	250.00	\$24,500.00
105	18" SDR 35 PVC Storm Drain Pipe	30	LF	\$160.00	\$4,800.00	30.00	\$4,800.00
106	30" Class IV RCP Storm Drain Pipe	1,665	LF	\$170.00	\$283,050.00	1,665.00	\$283,050.00
107	42" Class IV RCP Storm Drain Pipe	1,330	LF	\$260.00	\$345,800.00	1,330.00	\$345,800.00
108	48" Storm Drain Manhole	2	EA	\$3,900.00	\$7,800.00	2.00	\$7,800.00
109	Additional 48" Manhole Depth	20	VF	\$190.00	\$3,800.00	20.00	\$3,800.00
110	60" Storm Drain Manhole	2	EA	\$5,400.00	\$10,800.00	2.00	\$10,800.00
111	Additional 60" Manhole Depth	10	VF	\$310.00	\$3,100.00	10.00	\$3,100.00
112	72" Storm Drain Manhole	4	EA	\$7,300.00	\$29,200.00	4.00	\$29,200.00
113	Additional 72" Manhole Depth	33	VF	\$400.00	\$13,200.00	33.00	\$13,200.00
114	84" Storm Drain Manhole	1	EA	\$10,000.00	\$10,000.00	1.00	\$10,000.00
115	Additional 84" Manhole Depth	7	VF	\$520.00	\$3,640.00	7.00	\$3,640.00
116	96" Storm Drain Manhole	2	EA	\$11,300.00	\$22,600.00	2.00	\$22,600.00
117	Additional 96" Manhole Depth	25	VF	\$580.00	\$14,500.00	25.00	\$14,500.00
118	108" Storm Drain Manhole	1	EA	\$15,600.00	\$15,600.00	1.00	\$15,600.00
119	Additional 108" Manhole Depth	10	VF	\$930.00	\$9,300.00	10.00	\$9,300.00
120	144" Storm Drain Manhole	4	EA	\$23,000.00	\$92,000.00	4.00	\$92,000.00
121	Additional 144" Manhole Depth	30	VF	\$1,500.00	\$45,000.00	30.00	\$45,000.00
122	Type 1 Curb Inlet w/ Concrete Apron	9	EA	\$7,800.00	\$70,200.00	9.00	\$70,200.00
123	DBL Curb Inlet w/ Concrete Apron	2	EA	\$12,200.00	\$24,400.00	2.00	\$24,400.00
124	Type 2 Pipe Bedding	300	CY	\$56.00	\$16,800.00	100.00	\$5,600.00
125	Imported Backfill	4,000	CY	\$25.00	\$100,000.00	666.02	\$16,650.50
126	Water Service, Water main, and Sanitary Sewer Utility Crossings	40	EA	\$600.00	\$24,000.00	30.00	\$18,000.00
127	Manhole Removal Salvage and Disposal	9	EA	\$580.00	\$5,220.00	9.00	\$5,220.00
128	Flowable Fill	850	CY	\$50.00	\$42,500.00	486.00	\$24,300.00
129	4" / 6" A.C. Pavement	4,000	SY	\$39.00	\$156,000.00	5,710.00	\$222,690.00
130	Woven Separation-Stabilization Geotextile	4,000	SY	\$5.90	\$23,600.00	4,089.85	\$24,130.10
131	Crush Base Course 1 1/2" Minus	1,500	CY	\$27.00	\$40,500.00	1,807.00	\$48,789.00
132	Concrete Curb & Gutter Integral	500	LF	\$48.00	\$24,000.00	753.00	\$36,144.00
133	4" Concrete Sidewalk	1,000	SF	\$6.90	\$6,900.00	1,495.70	\$10,320.33
134	6" Reinforced Concrete	1,550	SF	\$9.20	\$14,260.00	1,491.00	\$13,717.20
135	Truncated Domes	12	EA	\$250.00	\$3,000.00	12.00	\$3,000.00
136	Street Monuments	5	EA	\$1,000.00	\$5,000.00	2.00	\$2,000.00
137	Sod	1	LS	\$6,800.00	\$6,800.00	1.00	\$6,800.00
138	Irrigation Move and Reset	1	LS	\$3,800.00	\$3,800.00	1.00	\$3,800.00
139	Tree Trimming	1	LS	\$2,500.00	\$2,500.00	1.00	\$2,500.00
140	Miscellaneous Work	50,000	Unit	\$1.00	\$50,000.00	24,983.47	\$24,983.47
	Inspector Overtime		HR	(\$71.00)		65.5	(\$4,650.50)
	COGF Punchlist Items Deduct / Chipsseal and Lanscaping		LS	(\$4,000.00)		1.0	(\$4,000.00)
	Total Base Bid Amount, Items 101-140				\$1,642,200.00		\$1,577,314.10

COGF RET 5%
 Total Completed and Stored \$1,577,314.10
 Previous Applications For Payment \$1,496,548.40
 Gross Due This Application \$80,765.71
 MT. DEPT. OF REV. 1% \$807.66
Total to Contractor \$79,958.05

PROJECT FUNDING/EXPENDITURE SUMMARY

1463.1 Valeria Way 4 Storm Drain Replacement Phase 2

PREPARED BY THE CITY ENGINEERS OFFICE: RJB

DATE: 11/16/2021

FINAL
RJB
CW *gwp*

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE				
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5
CONTRACTOR: Western Municipal Construction, Inc.	5315575.493100 Improvements Other Than Buildings	\$92,789.64	\$175,697.97	\$143,179.84	\$481,257.89	\$395,871.06
		\$92,789.64	\$175,697.97	\$143,179.84	\$481,257.89	\$395,871.06
	DATE	6/21/2021	7/29/2021	8/23/2021	10/1/2021	11/1/2021

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE				
		NO. 6	NO. 7	NO. 8	NO. 9	NO. 10
CONTRACTOR: Western Municipal Construction, Inc.	5315575.493100 Improvements Other Than Buildings	\$159,158.93	\$79,958.04			
		\$159,158.93	\$79,958.04	\$0.00	\$0.00	\$0.00
	DATE	12/21/2021	8/1/2022			

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 11	NO. 12	NO. 13	NO. 14	NO. 15			
CONTRACTOR: Western Municipal Construction, Inc.	5315575.493100 Improvements Other Than Buildings						\$1,625,778.00	\$1,527,913.37	\$97,864.63
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,625,778.00	\$1,527,913.37	\$97,864.63
	DATE								

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE				
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5
MT. DEPT. OF REV. 1%	5315575.493100 Improvements Other Than Buildings	\$937.27	\$1,774.73	\$1,446.26	\$4,861.19	\$3,998.70
		\$937.27	\$1,774.73	\$1,446.26	\$4,861.19	\$3,998.70
	DATE	6/21/2021	7/29/2021	8/23/2021	10/1/2021	11/1/2021

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE				
		NO. 6	NO. 7	NO. 8	NO. 9	NO. 10
MT. DEPT. OF REV. 1%	5315575.493100 Improvements Other Than Buildings	\$1,607.67	\$807.66			
		\$1,607.67	\$807.66	\$0.00	\$0.00	\$0.00
	DATE	12/21/2021	8/1/2022			

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 11	NO. 12	NO. 13	NO. 14	NO. 15			
MT. DEPT. OF REV. 1%	5315575.493100 Improvements Other Than Buildings						\$16,422.00	\$15,433.48	\$988.52
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,422.00	\$15,433.48	\$988.52
	DATE								

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
MISCELLANEOUS	5315575.493100 Improvements Other Than Buildings	\$305.16					\$500.00	\$305.16	\$194.84
							\$500.00	\$305.16	\$194.84
	DATE VENDOR	1/26/2021 Tribune							

PROJECT #	ACCOUNT NUMBER	FUND DESIGNATION	FUNDING	EXPENDITURES	BALANCE
PW392002					
	5315575.493100	Improvements Other Than Buildings	\$1,625,778.00	\$1,527,913.37	\$97,864.63
	5315575.493100	Improvements Other Than Buildings	\$16,422.00	\$15,433.48	\$988.52
	5315575.493100	Improvements Other Than Buildings	\$500.00	\$305.16	\$194.84
	TOTALS		\$1,642,700.00	\$1,543,652.01	\$99,047.99



Contractor's Application for Payment No. 8 - Final

Application Period: 7-16-22 to 08-21-22		Application Date: 8/22/2022
To (Owner): City of Great Falls	From (Contractor): Western Municipal Construction, Inc.	Via (Engineer): City of Great Falls
Project: Valerin Way Storm Drain Replacement Phase 2 O.F 1463.1	Contract: Valerin Way Storm Drain Replacement Phase 2 O.F 1463.1	
Owner's Contract No.:	Contractor's Project No.: 21-VVS	Engineer's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY		
CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,642,200.00
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 ± 2).....	\$	\$1,642,200.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$1,577,314.10
5. RETAINAGE:		
n. 5% X _____ Work Completed.....	\$	
b. 5% X _____ Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	
6. SET-OFFS:.....	\$	
n. Direct Expenses (Reimbursable).....	\$	
b. Direct Expenses (Non-Reimbursable).....	\$	
c. Total Direct Expenses (Line 6.a + 6.b).....	\$	
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c - Line 6c).....	\$	\$1,577,314.10
8. LESS PREVIOUS PAYMENTS (Line 7 from Prior Application).....	\$	\$1,496,548.40
9. GROSS AMOUNT DUE THIS APPLICATION.....	\$	\$80,765.70
10. 1% MT GROSS RECEIPTS TAX.....	\$	\$807.66
11. NET AMOUNT DUE THIS APPLICATION.....	\$	\$79,958.04
12. Balance to Finish + Retainage (Column G total on Progress Estimates + Line 5 above).....	\$	

Contractor's Certification
 The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 7 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Contractor Signature
 By: Cerina Newman Date: 8/22/22

Payment of: \$ 79,958.04
 (Line 11 or other - attach explanation of the other amount)

is recommended by: [Signature] 11/26/22
 (Engineer) (Date)

Payment of: \$ 79,958.04
 (Line 11 or other - attach explanation of the other amount)

is approved by: _____
 (Owner) (Date)

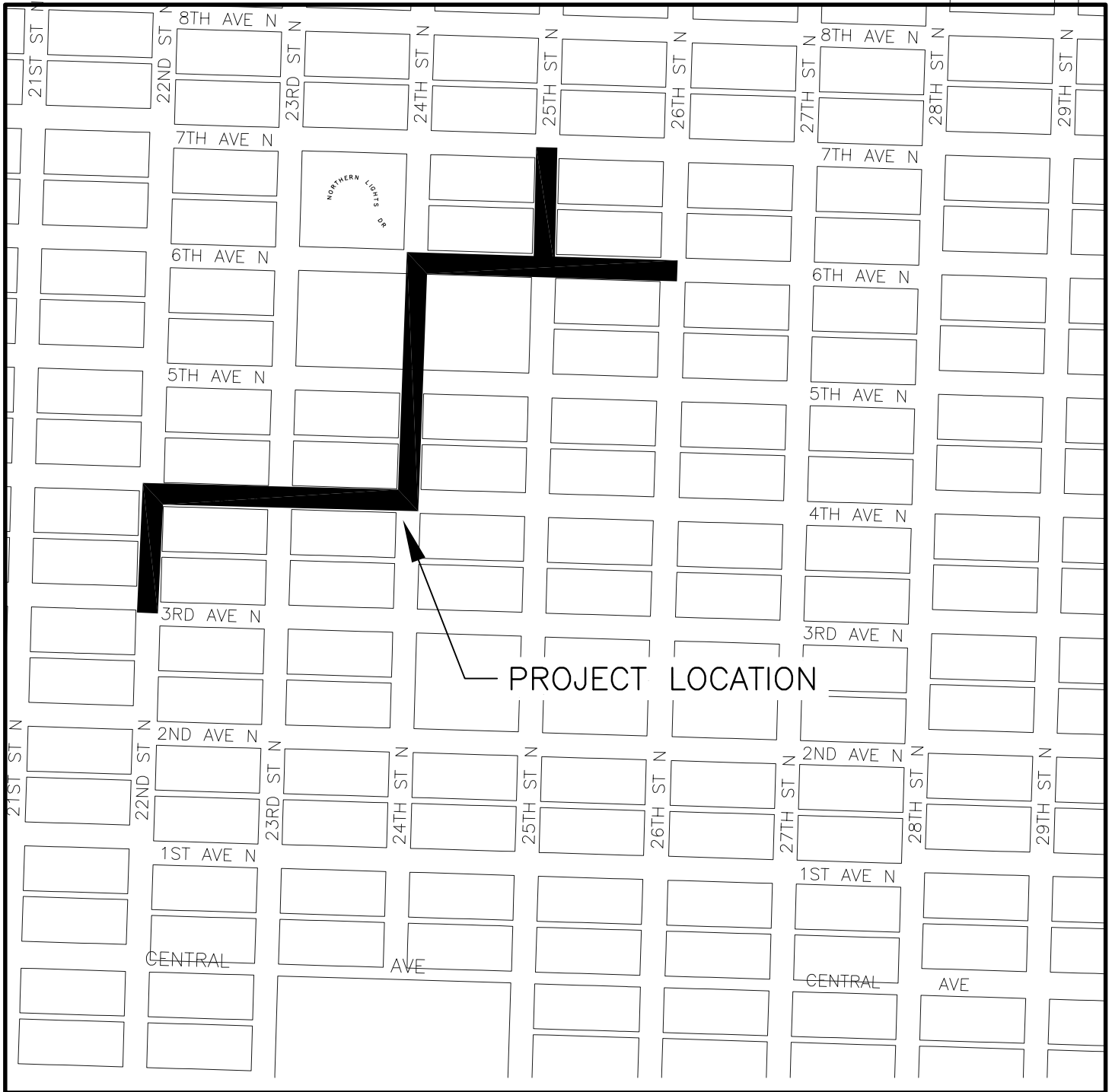
Approved by: _____
 Funding or Financing Entity (if applicable) (Date)

Item #	Description of Pay Items	Est.		Western Municipal		Total to Date	
		Qty	Unit	Price	Total	Installed Qty	Total
101	Mobilization (3%) Max	1	LS	\$45,000.00	\$45,000.00	1.00	\$45,000.00
102	Traffic Control	1	LS	\$9,100.00	\$9,100.00	1.00	\$9,100.00
103	12" SDR 35 PVC Storm Drain Pipe	410	LF	\$73.00	\$29,930.00	410.00	\$29,930.00
104	15" SDR 35 PVC Storm Drain Pipe	250	LF	\$98.00	\$24,500.00	250.00	\$24,500.00
105	18" SDR 35 PVC Storm Drain Pipe	30	LF	\$160.00	\$4,800.00	30.00	\$4,800.00
106	30" Class IV RCP Storm Drain Pipe	1,665	LF	\$170.00	\$283,050.00	1,665.00	\$283,050.00
107	42" Class IV RCP Storm Drain Pipe	1,330	LF	\$260.00	\$345,800.00	1,330.00	\$345,800.00
108	48" Storm Drain Manhole	2	EA	\$3,900.00	\$7,800.00	2.00	\$7,800.00
109	Additional 48" Manhole Depth	20	VF	\$190.00	\$3,800.00	20.00	\$3,800.00
110	60" Storm Drain Manhole	2	EA	\$5,400.00	\$10,800.00	2.00	\$10,800.00
111	Additional 60" Manhole Depth	10	VF	\$310.00	\$3,100.00	10.00	\$3,100.00
112	72" Storm Drain Manhole	4	EA	\$7,300.00	\$29,200.00	4.00	\$29,200.00
113	Additional 72" Manhole Depth	33	VF	\$400.00	\$13,200.00	33.00	\$13,200.00
114	84" Storm Drain Manhole	1	EA	\$10,000.00	\$10,000.00	1.00	\$10,000.00
115	Additional 84" Manhole Depth	7	VF	\$520.00	\$3,640.00	7.00	\$3,640.00
116	96" Storm Drain Manhole	2	EA	\$11,300.00	\$22,600.00	2.00	\$22,600.00
117	Additional 96" Manhole Depth	25	VF	\$580.00	\$14,500.00	25.00	\$14,500.00
118	108" Storm Drain Manhole	1	EA	\$15,600.00	\$15,600.00	1.00	\$15,600.00
119	Additional 108" Manhole Depth	10	VF	\$930.00	\$9,300.00	10.00	\$9,300.00
120	144" Storm Drain Manhole	4	EA	\$23,000.00	\$92,000.00	4.00	\$92,000.00
121	Additional 144" Manhole Depth	30	VF	\$1,500.00	\$45,000.00	30.00	\$45,000.00
122	Type 1 Curb Inlet w/ Concrete Apron	9	EA	\$7,800.00	\$70,200.00	9.00	\$70,200.00
123	DBL Curb Inlet w/ Concrete Apron	2	EA	\$12,200.00	\$24,400.00	2.00	\$24,400.00
124	Type 2 Pipe Bedding	300	CY	\$56.00	\$16,800.00	100.00	\$5,600.00
125	Imported Backfill	4,000	CY	\$25.00	\$100,000.00	666.02	\$16,650.50
126	Water Service, Water main, and Sanitary Sewer Utility Crossings	40	EA	\$600.00	\$24,000.00	30.00	\$18,000.00
127	Manhole Removal Salvage and Disposal	9	EA	\$580.00	\$5,220.00	9.00	\$5,220.00
128	Flowable Fill	850	CY	\$50.00	\$42,500.00	486.00	\$24,300.00
129	4" / 6" A.C. Pavement	4,000	SY	\$39.00	\$156,000.00	5,710.00	\$222,690.00
130	Woven Separation-Stabilization Geotextile	4,000	SY	\$5.90	\$23,600.00	4,089.85	\$24,130.10
131	Crush Base Course 1 1/2" Minus	1,500	CY	\$27.00	\$40,500.00	1,807.00	\$48,789.00
132	Concrete Curb & Gutter Integral	500	LF	\$48.00	\$24,000.00	753.00	\$36,144.00
133	4" Concrete Sidewalk	1,000	SF	\$6.90	\$6,900.00	1,495.70	\$10,320.33
134	6" Reinforced Concrete	1,550	SF	\$9.20	\$14,260.00	1,491.00	\$13,717.20
135	Truncated Domes	12	EA	\$250.00	\$3,000.00	12.00	\$3,000.00
136	Street Monuments	5	EA	\$1,000.00	\$5,000.00	2.00	\$2,000.00
137	Sod	1	LS	\$6,800.00	\$6,800.00	1.00	\$6,800.00
138	Irrigation Move and Reset	1	LS	\$3,800.00	\$3,800.00	1.00	\$3,800.00
139	Tree Trimming	1	LS	\$2,500.00	\$2,500.00	1.00	\$2,500.00
140	Miscellaneous Work	50,000	Unit	\$1.00	\$50,000.00	24,983.47	\$24,983.47
	Inspector Overtime		HR	(\$71.00)		65.5	(\$4,650.50)
	COGF Punchlist Items Deduct / Chipsal and Lanscaping		LS	(\$4,000.00)		1.0	(\$4,000.00)
	Total Base Bid Amount, Items 101-140				\$1,642,200.00		\$1,577,314.10

COGF RET 5%
 Total Completed and Stored \$1,577,314.10
 Previous Applications For Payment \$1,496,548.40
 Gross Due This Application \$80,765.70
 MT. DEPT. OF REV. 1% \$807.66
Total to Contractor \$79,958.04

1463.1 Valeria Way Storm Drain Phase 2

VICINITY MAP





Commission Meeting Date: December 20, 2022

**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 and Recreation Director

Action Requested: Set Public Hearing to consider a lease agreement of City owned property located in the Community Recreation Center for January 3, 2023.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing to consider a lease agreement of City owned property located in the Community Recreation Center for A Child’s World, LLC for January 3, 2023.”

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

Staff Recommendation: Staff recommends the City Commission set a public hearing for January 3, 2023 for A Child’s World, LLC Lease Agreement.

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 amounts 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, Request from Child's World Owner.

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 2020. 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".

Kathy Taylor

Owner/Director



Commission Meeting Date: December 20, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10480 – Set the public hearing for the request of a Conditional Use Permit for a “Two-family residence” land use upon the property legally described as Lot 8, Block 9, Huy Addition, Section 7, T20N, R4E, P.M.M., Cascade County, Montana

From: Sara Doermann, Planner I, Planning and Community Development

Initiated By: Brian Miller, Owner

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

Action Requested: City Commission set a public hearing for Resolution 10480 on January 17, 2023

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing for Resolution 10480 on January 17, 2023.”

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

Staff Recommendation:

The Zoning Commission recommended that the City Commission approve the applicant’s request for a Conditional Use Permit for a “Two-family residence” at the conclusion of a public hearing held on November 22, 2022. In addition, staff recommends approval with the following conditions:

Conditions of Approval:

1. **Subsequent Modifications and Additions:** If, after establishment of the conditional use, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria found in OCCGF 17.16.36.040. If such proposed change would alter a finding, the proposal shall be submitted for review as a new conditional use application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.
2. **Expiration:** The Conditional Use Permit shall expire one year after the date of issuance, if a Certificate of Occupancy has not been issued. The Administrator may extend the expiration date by up to one year if substantial work is ongoing. The Administrator may issue a Temporary Certificate of Occupancy that is valid for no more than one year if the only condition(s) remaining

to be fulfilled involve landscaping that cannot be successfully established until the weather permits.

3. **Abandonment:** If the permitted conditional use ceases to operate for more than six months, the Conditional Use Permit shall expire.
4. **General Code Compliance:** The proposed project shall be developed consistent with the conditions of approval adopted by the City Commission, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
5. **Improvements to Public Right-of-Way:** The owner must repair sidewalk adjacent to 20th St S to City standards.
6. **Remove Porch Encroachment:** The owner must remove the porch encroachment on 1925 6th Ave S.
7. **Acceptance of Conditions:** No zoning or building permit shall be issued until the property owner acknowledges in writing that it has received, understands, and agrees to comply with the conditions of approval.

Background:

The applicant, Brian Miller, has submitted an application to request a Conditional Use Permit to allow for the establishment of a two-family residence land use upon the property legally described as Lot 8, Block 9, Huy Addition, Section 7, T20N, R4E, P.M.M., Cascade County, Montana. The subject property is zoned R-3 Single-family high density, wherein a two family residence land use is permitted upon receiving approval of a Conditional Use Permit and fulfillment of any required conditions.

The Subject Property is a +/- 7,488 square foot vacant lot located at the corner of 6th Ave South and 20th St South. The current owner acquired the property and is requesting to construct a duplex. While the property in question is located within a R-3 Single-family high density zoning district, there are four properties with the land use of two-family residence that are located in close proximity. To the north are two duplexes adjacent to 5th Ave S within an R-3 zone. To the west are two duplexes adjacent to 6th Ave S also located within the R-3 district. Because of the mix of density found in the area, adding a new duplex through the request of a Conditional Use Permit would be congruent with the land uses in the area.

The basis for a decision for a Conditional Use Permit is listed in OCCGF §17.16.36.040. The Zoning Commission's recommendation and the City Commission's decision to approve, conditionally approve, or deny an application shall be based on whether the application, staff report, public hearing, and additional information demonstrates that the criteria which are attached as Basis of Decision have been met.

Impacts:

Increasing the residential density of the lot from one to two units will not adversely impact the area. At staff's request, the applicant has provided a map showing other duplexes, small lots, and non-residential uses in the area. The proposed duplex should fit compatibly into this mixed use area of the community. A more detailed analysis of impact is included in the attached Basis of Decision.

Improvements:

No unique improvements are recommended. All improvements associated with development and construction of the proposed duplex would comply with the existing R-3 zoning district standards and

all other relevant requirements found in the Official Code of the City of Great Falls (OCCGF).

Proximity to Other Uses:

The subject property is a corner lot, bounded on the west by a single-family home (also owned by the applicant) and on the north by a duplex. Across the street to the east are single family homes on a split lot. Across the avenue to the south are single-family homes on a split lot. Further to the west are mixtures of single and two-family residential units. The applicant's submitted map shows duplexes to the west and north, as well as the Great Falls High School campus a block to the north.

Fiscal Impact:

Approval of the CUP would have no adverse financial impact upon the City of Great Falls. Construction of a duplex on the vacant parcel will increase the value of the property. This, in turn, would result in increased revenue to the City and other entities whose revenue is based upon property valuation.

Alternatives:

The City Commission could decline to set the public hearing for Resolution 10480 for the Conditional Use Permit. Due process normally requires that the City Commission schedule public hearings to hear requests of this type.

Concurrences:

Representatives of the City's Public Works Department have reviewed the proposal and have no objections to issuance of the Conditional Use Permit.

Neighborhood Council Input:

Neighborhood Council #9 heard a presentation from the applicant on October 13, 2022. The Council voted unanimously to support the proposed CUP.

Attachments/Exhibits:

Resolution 10480
Conditional Use Permit - Basis of Decision
Site Plan
Aerial Map
Zoning Map
Application Narrative

RESOLUTION 10480

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW A “RESIDENCE, TWO-FAMILY” LAND USE UPON A PARCEL OF LAND LEGALLY DESCRIBED AS LOT 8 BLOCK 9 OF HUY ADDITION, SEC. 7, T20N, R4E, PMM, CASCADE COUNTY, MT.

* * * * *

WHEREAS, the City of Great Falls has been petitioned to approve a Conditional Use Permit to allow for the establishment of a “Residence, two-family” land use upon the property legally described as as Lot 8, Block 9, Huy Addition, Section 7, T20N, R4E, P.M.M., Cascade County, Montana (subject property); and,

WHEREAS, the subject property is presently zoned R-3 Single-family high density, wherein a "Residence, two-family" land use is permitted upon receiving approval of a Conditional Use Permit; and,

WHEREAS, the proposed Conditional Use Permit for the establishment of a “Residence, two-family” land use upon the subject property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF) Section 17.16.36.040; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on November 22, 2022, to consider said Conditional Use Permit application and, at the conclusion of said hearing, passed a motion recommending a Conditional Use Permit for a “Residence, two-family” land use be granted by the City Commission for the subject property, subject to the following conditions:

1. **Subsequent Modifications and Additions:** If, after establishment of the conditional use, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria found in OCCGF 17.16.36.040. If such proposed change would alter a finding, the proposal shall be submitted for review as a new conditional use application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.
2. **Expiration:** The Conditional Use Permit shall expire one year after the date of issuance, if a Certificate of Occupancy has not been issued. The Administrator may extend the expiration date by up to one year if substantial work is ongoing. The Administrator may issue a Temporary Certificate of Occupancy that is valid for no more than one year if the only condition(s) remaining to be fulfilled involve landscaping that cannot be successfully established until the weather permits.
3. **Abandonment:** If the permitted conditional use ceases to operate for more than six months, the Conditional Use Permit shall expire.
4. **General Code Compliance:** The proposed project shall be developed consistent with the conditions of approval adopted by the City Commission, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
5. **Improvements to Public Right-of-Way:** The owner must repair sidewalk adjacent to 20th St S to City standards.
6. **Remove Porch Encroachment:** The owner must remove the porch encroachment on 1925 6th Ave S.
7. **Acceptance of Conditions:** No zoning or building permits shall be issued until the property owner acknowledges in writing that it has received, understands, and agrees to comply with the conditions of approval.

WHEREAS, the City Commission having allowed for proper public notice, conducted a public hearing to consider said application, and considered the comments and recommendations made by the Zoning Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:

That a Conditional Use Permit be granted for a “Residence, two-family” land use at the property legally described as Lot 8, Block 9, Huy Addition, Section 7, T20N, R4E, P.M.M., Cascade County, Montana conditioned upon the owner complying with the conditions listed herein; and,

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that, pursuant to the Official Code of the City of Great Falls (OOCGF) 17.16.36.090, the permit shall be considered a covenant that runs with the land and shall be binding on all subsequent property owners. Additionally, pursuant to OOCGF 17.16.36.100, the Conditional Use Permit shall expire one (1) year after the date of issuance unless substantial work has commenced under the permit and continues in good faith to completion. If the Conditional Use is established, but ceases to operate for more than six (6) months, the Conditional Use Permit shall expire.

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on January 17, 2023.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

CONDITIONAL USE PERMIT - BASIS OF DECISION

The applicant is requesting the approval of a Conditional Use Permit (CUP) for a Two-Family Residence located at 1925 6th Avenue South in the R-3 district.

1. **The zoning and conditional use is consistent with the City's Growth Policy and applicable neighborhood plans, if any.**

The proposed two-family residence provides housing diversity and increased density on a vacant corner lot that would best utilize existing street and utility infrastructure. The proposed project it is consistent with the following policies in the City's Growth Policy:

Soc1.4.0 Encourage a diverse, safe and affordable supply of housing in Great Falls.

Soc1.4.6 Encourage a variety of housing types and densities so that residents can choose by price or rent, location and place of work.

Phy4.1.0 Encourage a balanced mix of land uses through-out the City.

Phy4.1.1 Promote and incentivize infill development that is compatible with the scale and character of established neighborhoods.

Phy4.1.4 Foster the development of safe, walkable, neighborhoods with a mix of uses and diversity of housing types.

Phy4.1.5 Encourage and incentivize the redevelopment or adaptive reuse of vacant or underutilized properties so as to maximize the City's existing infrastructure.

Phy4.3.0 Optimize the efficiency and use of the City's Public facilities and utilities.

2. **The establishment, maintenance or operation of the zoning and conditional use will not be detrimental to, or endanger the health, safety, morals, comfort or general welfare.**

The proposed use, a two-family residence, will only slightly increase the surrounding neighborhood density. As such, the CUP will have no detrimental impact to, or endanger the health, safety, morals, comfort or general welfare of the community. In addition, the subject project has been reviewed by representatives from the City's Public Works, Police, and Fire/Rescue Departments with no objections to the issuance of the CUP.

3. **The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

The residential uses in the neighborhood are generally mixed in density. While a majority of uses are single-family, there are a number of properties with two-family uses. The property immediately to the north of the subject property is a two-family residence, properties to the east and south are single-family homes on small split-lots, and properties further to the west are a mixture of single and two-family dwellings.

The height, scale and design of the structure will be compatible with the existing nearby single-family structures. Parking is proposed to be addressed with an attached and detached garage. With this design, this conditional use would not adversely impact the use, enjoyment or property value of any property in the immediate vicinity.

4. The conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

The proposed project will not impede the normal and orderly development and improvement of surrounding properties. Adjacent properties are already developed. Owners of properties within 150' have been notified about the proposal, and City staff has received no questions or comments regarding proposal specifics as of the date of this agenda report.

5. Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.

Adequate services and infrastructure already exist. Full sidewalks, water, sewer and paved roads are in place adjacent to the Subject Property. There is a Condition of Approval requiring the applicant to improve and repair sidewalk sections adjacent to 20th St S to City standards.

6. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

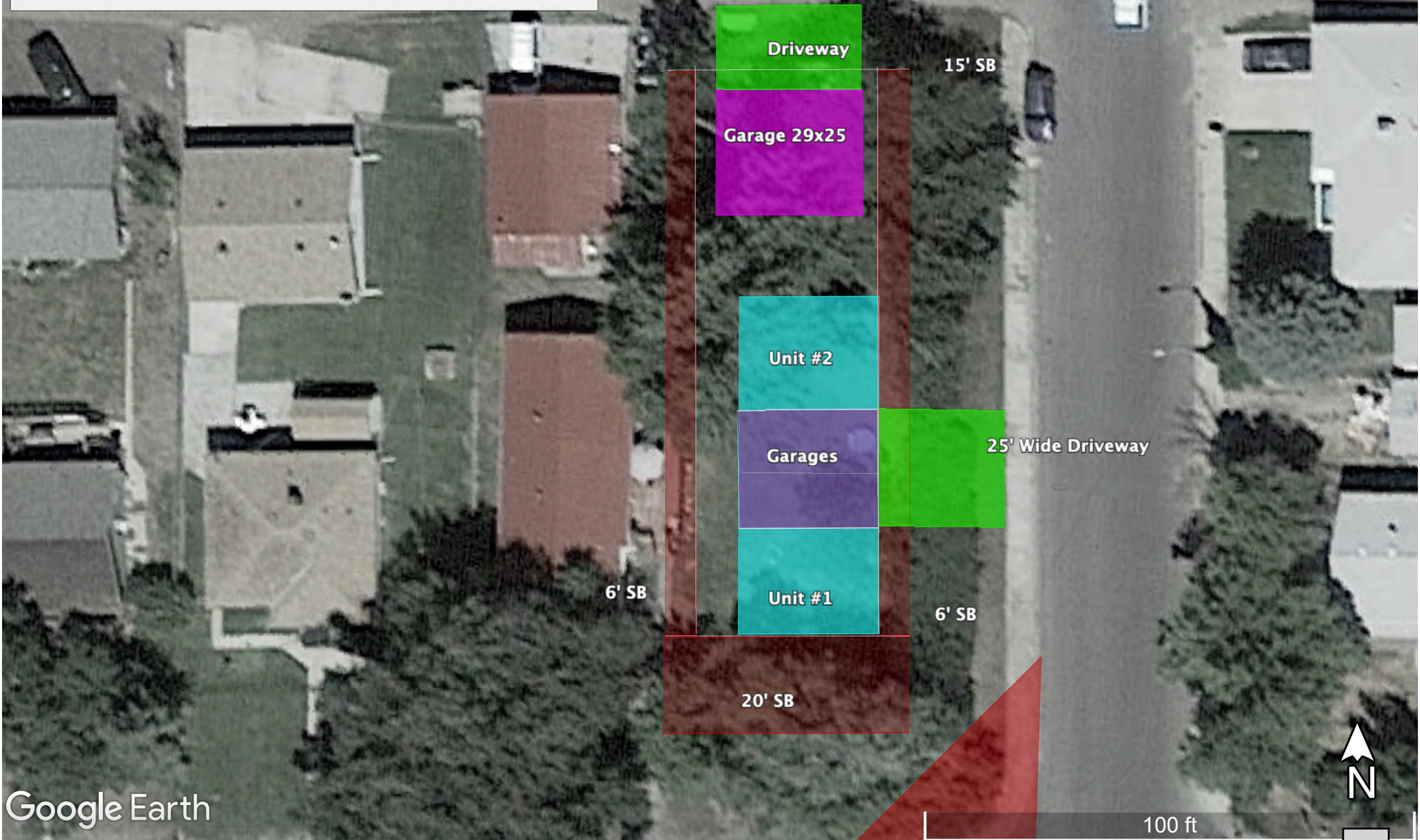
The project would generate little traffic, and will have no discernible impact upon the area road network. At staff's direction, the applicant is taking advantage of using the alley for access and has limited street access to a single driveway that will meet City requirements.

7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Commission.

The vacant lot is of sufficient size to locate and develop the proposed duplex structure in compliance with all applicable regulations of the City's Land Development Code and, more specifically, the R-3 Zoning District. Conditions of Approval include improving and repairing the public sidewalk, and removing a porch encroachment on the adjacent property to the west.

1929 6th Ave S.

Proposed Duplex with two 225 sq ft single-car garages, a 725 sq ft detached Garage and off-street parking by 1925 6th Ave S., LLC
Brian Miller, Manager

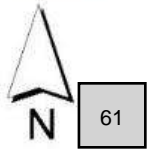


Google Earth

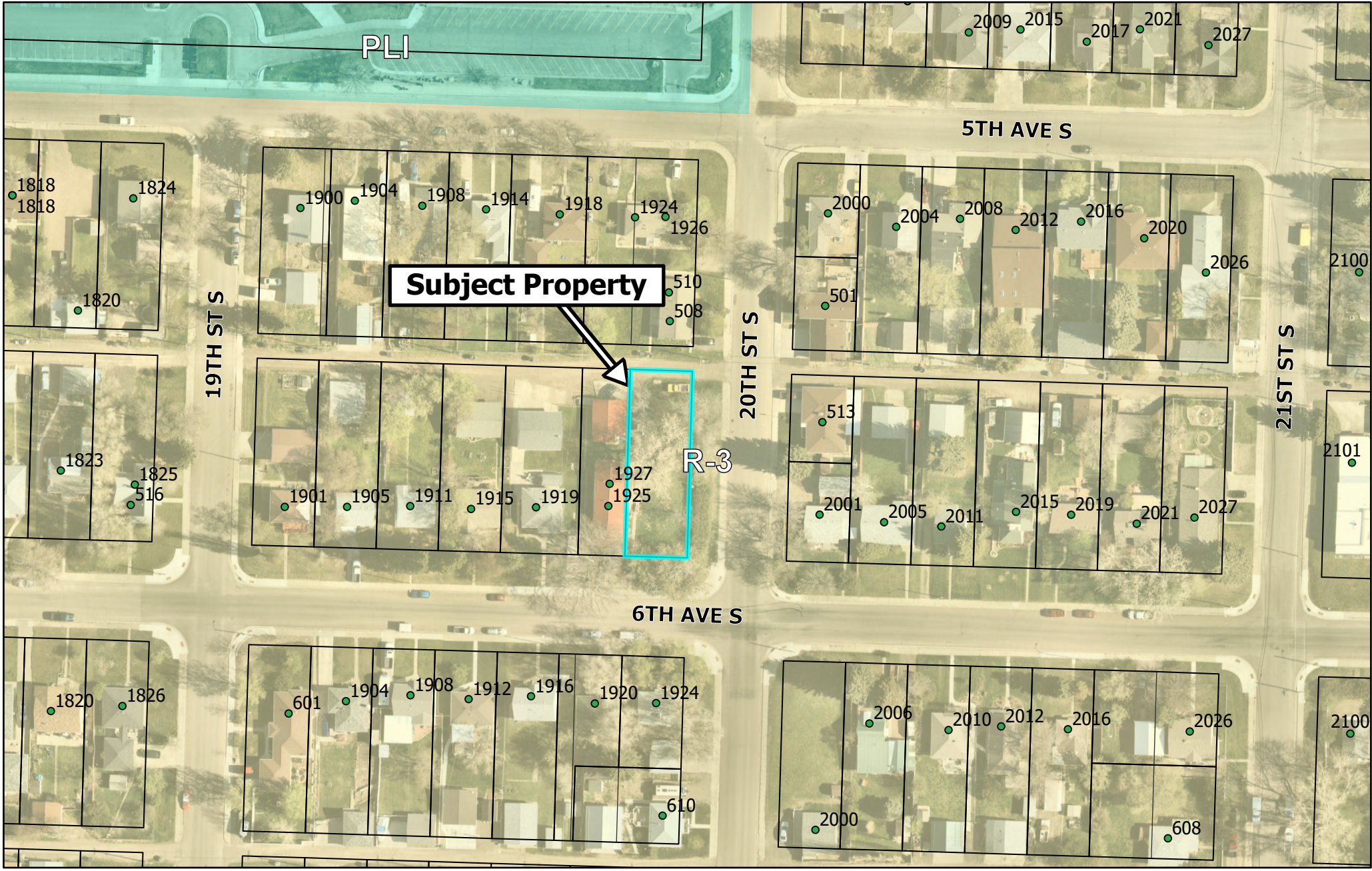
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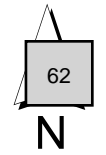
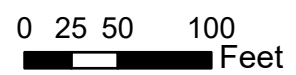
Aerial Map



Zoning Map



 R-3 Single-family High Density
 PLI Public Lands and Institutional



1929 6th Ave S

Conditional Use Permit – Narrative Statement

1925 6th Ave S, LLC proposes to construct 1 duplex and a detached garage at the (proposed address) of 1929 6th Ave S. Currently the property (already owned by 1925 6th Ave S, LLC) is zoned R-3, and requires a Conditional Use Permit in order to meet this objective.

The proposed duplex will be approximately 4200 s.f. and the detached garage will be approximately 750 s.f. Site plan revisions will include off-street parking for four vehicles. Proposed design would be harmonious with the character of the existing neighborhood.

Currently the property sits vacant and is adjacent to a duplex and detached garage owned and under renovation by 1925 6th Ave S. The proposed property is a corner lot with an alley in the back, so neighborhood disruption would be minimal during construction, with no known impacts to adjacent properties or the neighborhood's health, safety or welfare.

Analysis of the Great Falls rental market currently shows no 2–4-bedroom duplexes available in the city. Zillow.com currently shows only 5 houses with two or more bedrooms available. With the cost of housing skyrocketing, the approval of additional capacity using the limited number of vacant lots within the city promotes the best and highest use of the property, rejuvenates existing neighborhoods and encourages the flow of resources back into the city. We would also like to note that as a company founded by a native Montanans and disabled Veteran, this project is a long-term investment in the City of Great Falls; we fully intend to support the future residents of this project with quality management with an eye for continued investment in this great community.



Commission Meeting Date: December 20, 2022
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: 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

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

Initiated By: Talcott Properties

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

Action Requested: Set public hearing to consider Resolution 10486, a resolution to authorize the expenditure of \$972,373 of West Bank Urban Renewal District Tax Increment Financing funds for January 17th, 2023.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) Resolution 10486 for a public hearing on January 17, 2023, to consider Talcott Properties’ application to expend West Bank TIF funds for the cost of infrastructure build out of West Bank Landing North Phase.”

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

Staff Recommendation: Staff recommends setting the public hearing on January 17th, 2023 and recommends the approval of the proposed TIF funding request based on the findings of the required criteria. The Planning Advisory Board/Zoning Commission recommended approval of the TIF expenditure at their meeting on November 22, 2022.

Background: Talcott Properties has been involved with the development of the West Bank TIF District for many years, working on both West Bank One, as well as West Bank Landing. This next phase of development (West Bank Landing North Phase) includes three lots, two of which have tenants already identified: a hotel and fast casual restaurant. In order to make both projects feasible, the installation of infrastructure is necessary. This Tax Increment Financing request is for the design and construction of water, sewer, and storm mains, private utilities, and environmental remediation, as well as a new approach to 3rd St NW. The applicant’s request is for \$972,373 and if approved, will be reimbursed in two phases. The first phase will include the completed design and approach work, while the second phase will be at the time of completion of the entirety of the project, and as TIF balance allows.

Montana TIF Regulations: 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.

West Bank Urban Renewal Plan and Requested TIF Funding Allocation Decisions: 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 in the City Commission decision, the City's Tax Increment Application Process establishes twelve specific criteria to assess the merits of a project in relation to the West Bank Urban Renewal Plan. Staff has reviewed the applicant's request based on the review criteria noted below, the West Bank 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 will include the design and construction of water and sanitary sewer mains that will ultimately be owned and maintained by the City. There will also be an improved drive approach to 3rd St NW and storm water infrastructure that will serve the development. These are all considered infrastructure improvements that are eligible for TIF funding support.

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 project is being proposed with the purpose of supporting several new development projects, including a new hotel and fast casual restaurant at West Bank Landing. Both of these tenants and the future businesses on surrounding lots will substantially add to the economic stimulus of the District and community.

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 make multiple developments feasible, and will add to the taxable value.

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, with additional jobs created throughout the construction phases.

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 Urban Renewal Plan identified objectives such as the lack of public infrastructure and defective or inadequate street layouts as part of mitigating blighted conditions in the District. This proposed project would help add public infrastructure where needed, and create an additional access point to the development from 3rd St NW. The Plan also states the need to eliminate unhealthy and unsafe conditions due to environmental pollution. This phase is proposing additional environmental remediation, and the previous phases of the West Bank development have involved substantial environmental cleanup activity.

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: The proposed project will address the lack of utilities in the northern part of the TIF district. Currently, Lots 4B, 5, and 6B are not served by infrastructure, and this request would help fund an opportunity to make these lots more feasible to develop.

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: The proposed project includes the continued environmental remediation of the West Bank site. There have been previous remediation efforts in coordination with earlier development in the district, and those efforts will continue in association with this TIF request. Overall, this will be a positive environmental impact as well as a positive impact to nearby existing businesses.

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 not seeking any other financial assistance from the City. The request will involve reimbursement from existing TIF funds, rather than require the issuance of bonds.

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 Developer believes that there is a market demand for the proposed development, including the hotel and the fast casual restaurant. City staff and the developer have already conducted pre-permit submittal meetings for both the hotel and restaurant projects.

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: Talcott Properties has developed in Great Falls for many years and have completed projects of similar complexity and investment. There is no reason to believe that the developer is incapable of undertaking the proposed project. Additionally, the applicant has previously been awarded West Bank TIF funds for previous work in West Bank One and West Bank Landing.

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

Staff Analysis: The applicant has stated that construction of the infrastructure and the hotel project will begin at the time of approval of this application, in the Fall/Winter of 2023. The construction of the infrastructure and development projects are expected to be completed in 2023.

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 taxes and assessments on the subject properties are paid to date.

Determination of Appropriateness: The request from Talcott Properties was discussed with legal counsel and found to be eligible according to Montana Code Annotated (MCA) guidance as well as conformance with the West Bank Urban Renewal Plan. If the request is approved by the City Commission, the applicant and building owners are required to enter into a Development Agreement with the City.

Fiscal Impact: The current balance of the West Bank TIF District is \$436,740. This is not inclusive of any obligations. The applicant will be reimbursed with TIF funds based on the completion of work and availability of funds.

Alternatives: The City Commission could choose not to set the public hearing for this item. This would prevent the Tax Increment Financing application from being considered through a public hearing process.

Concurrences: This request was reviewed by City Public Works and Finance staff, as well as the City’s outside legal counsel.

Attachments/Exhibits:

Resolution 10486

Draft Development Agreement

TIF Application

West Bank Urban Renewal Plan

West Bank TIF District Map

RESOLUTION 10486

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, APPROVING TALCOTT PROPERTIES' APPLICATION FOR USE OF WEST BANK URBAN RENEWAL TAX INCREMENT FINANCING (TIF) DISTRICT FUNDS

* * * * *

WHEREAS, under the provisions of the Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended, an urban renewal district may be established so that a municipality may undertake urban renewal projects therein, provide for the segregation and collection of tax increment with respect to taxes collected in such district, and apply all or a portion of the tax increment derived from such district to the payment of costs of such urban renewal projects; and

WHEREAS, the City Commission, in 2007, established the West Bank Urban Renewal Tax Increment Financing District to address blighted conditions and foster economic development; and,

WHEREAS, in April 2013, the City Commission approved the revised Tax Increment Application and Forms that outline eligible activities under state statute, the application process to be followed, and criteria to be used when evaluating applications; and,

WHEREAS, in 2016, West Bank Landing was master planned to be a mixed use development and promote economic development in the West Bank Urban Renewal District; and,

WHEREAS, Talcott Properties has proposed the design and construction of public improvement build out of the North Phase of West Bank Landing, including Lots 4B, 5, and 6B, with eligible tax increment financing expenses and has applied for such funds; and

WHEREAS, City Staff has assessed the project in relation to the goals and objectives of the West Bank Urban Renewal District Plan, evaluated the project based on the evaluation criteria, and determined that expenditure of TIF funds up to the amount of \$972,373, is warranted for the purpose of paying for the design and construction of public improvements for the benefit of the North Phase of West Bank Landing, including Lots 4B, 5, 6B.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Great Falls, Montana, that Talcott Properties’ Application for use of West Bank Urban Renewal Tax Increment Financing District Funds is approved in the amount of up to \$972,373 for the purpose of public improvement build out of the North Phase of West Bank Landing, including Lots 4B, 5, and 6B.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, January 17, 2023.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

DRAFT 11/14/2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is dated as of _____, 2022 (this “**Agreement**”), among the CITY OF GREAT FALLS, a municipal corporation of the State of Montana (the “**City**”), and TALCOTT PROPERTIES, LLC, a Montana limited liability company (the “**Developer**”).

WITNESSETH:

WHEREAS, under the provisions of the Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the “**Act**”), an urban renewal district may be established so that a municipality may undertake urban renewal projects therein, provide for the segregation and collection of tax increment with respect to taxes collected in such district, issue its bonds to pay the costs of such projects, and pledge to the repayment of the bonds all or a portion of the tax increment derived from the urban renewal district; and

WHEREAS, the City Commission of the City (the “**Commission**”), pursuant to the Act and Amended Ordinance No. 2967, duly adopted on March 20, 2007, as amended by Ordinance No. 3145, duly adopted on August 2, 2016 (as such may be further amended and supplemented, the “**Ordinance**”) created an urban renewal area known as the West Bank Urban Renewal Area (the “**District**”) and adopted the West Bank Urban Renewal Plan (the “**Plan**”) containing a tax increment financing provision; and

WHEREAS, the Developer is developing a 12.5 acre, multi-phase, mixed-use commercial development at the West Bank Landing, including construction of hotels, restaurants, office and retail space, and other commercial uses (the “**Project**”);

WHEREAS, the Developer submitted an Application for City of Great Falls Tax Increment Financing (TIF) Funds dated September 9, 2022 (the “**Application**”) for tax increment financing assistance with respect to certain qualified improvements associated with the Project, consisting of design, engineering, construction and installation and extension of water, sanitary sewer, storm sewer and other utilities, environmental remediation, and design, engineering and construction of street approach improvements, as further described on Exhibit B hereto (the “**Infrastructure Improvements**”); and

WHEREAS, the City has determined that it is appropriate to pay for or reimburse the Developer for the costs of the Infrastructure Improvements with Tax Increment (as defined herein), subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the City has determined that the Infrastructure Improvements are authorized by the Plan, and pursuant to Resolution No. [____], duly adopted on [____], 2022, the City is authorized to enter into this Agreement which sets forth the obligations and commitments of the City and the Developer with respect to the Infrastructure Improvements.

NOW THEREFORE, the City and the Developer, each in consideration of the representations, covenants and agreements of the other, as set forth herein, mutually represent, covenant and agree as follows:

Section 1. Definitions; Rules of Interpretation; Exhibits.

1.1. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise, the following terms have the meanings assigned to them, respectively:

“**Act**” has the meaning given such term in the recitals.

“**Agreement**” means this Development Agreement, including any amendment hereof or supplement hereto entered into in accordance with the provisions hereof.

“**City**” means the City of Great Falls, Montana, or any successors to its functions under this Agreement.

“**Commission**” has the meaning given such term in the recitals.

“**Developer**” has the meaning given such term in the preamble.

“**District**” has the meaning given such term in the recitals.

“**Environmental Laws and Regulations**” means and includes the Federal Comprehensive Environmental Compensation Response and Liability Act as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Federal Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq.; the Clean Water Act, 33 U.S.C. § 1321 et seq.; and the Clean Air Act, 42 U.S.C. §§ 7401 et seq., all as the same may be from time to time amended, and any other federal, State, county, municipal, local or other statute, code, law, ordinance, regulation, requirement or rule which may relate to or deal with human health or the environment including without limitation all regulations promulgated by a regulatory body pursuant to any such statute, code, law or ordinance.

“**Indemnified Parties**” has the meaning given such term in Section 6 hereof.

“**Infrastructure Improvements**” means those improvements in the District described on Exhibit B hereto.

“**Land**” means the real property and interests in real property described in Exhibit A hereto.

“**Land Use Regulations**” means all federal, State and local laws, rules, regulations, ordinances and plans relating to or governing the development or use of the Land or the Project.

“**Ordinance**” has the meaning given such term in the recitals.

“**Plan**” has the meaning given such term in the recitals.

“**Prevailing Wage Rates**” has the meaning given such term in Section 3.3 hereof.

“**Project**” has the meaning given such term in the recitals.

“**State**” means the State of Montana.

“**Tax Increment**” shall mean tax increment (as defined in the Act) from the District.

“**Unavoidable Delay**” means a delay resulting from a cause over which the party required to perform does not have control and which cannot or could not have been avoided by the exercise of reasonable care, including but not limited to acts of God, accidents, war, civil unrest, embargoes, strikes, epidemics, pandemics, unavailability of raw materials or manufactured goods, litigation and the delays of the other party or its contractors, agents or employees in the performance of their duties under or incident to this Agreement.

1.2. Rules of Interpretation.

(a) The words “herein,” “hereof” and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than to any particular section or subdivision hereof.

(b) References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed unless otherwise indicated.

(c) “Or” is not exclusive but is intended to contemplate or encompass one, more or all of the alternatives conjoined.

1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement:

Exhibit A—Legal Description of the Land

Exhibit B—Infrastructure Improvements

Exhibit C—Project Costs

Exhibit D—Form of Developer Requisition

Section 2. Representations.

2.1. Developer Representations. The Developer hereby represents as follows:

(a) The Developer is a Montana limited liability company, duly formed, validly existing and in good standing under the laws of the State and is duly qualified to do business in the State. The Developer has the power to enter into this Agreement and by all necessary corporate action has duly authorized the execution and delivery of this Agreement.

(b) The representations and warranties of the Developer in the Application are true and correct as of the date hereof, including with respect to the total investment to be made by the Developer with respect to the Project and the Infrastructure Improvements.

(c) The Developer has good marketable title to the Lots 5 and 6A identified on Exhibit A hereto, in each case free and clear of all liens, encumbrances and defects except such as do not materially affect the value of the Land or materially interfere with the use made and proposed to be made of the Land by the Developer.

(d) The Developer estimates the total costs of the Project (including Land acquisition) is \$26,572,000 as described in Exhibit C hereto and the Developer has the financial capability and/or financing commitments to complete the Project.

(e) The Developer is not aware of any facts the existence of which would cause the Developer to be in violation of any Environmental Laws and Regulations applicable to the Project or the Infrastructure Improvements. The Developer has not received from any local, State or federal official any notice or communication indicating that the activities of the Developer may be or will be in violation of any Environmental Laws and Regulations applicable to the Project or the Infrastructure Improvements.

(f) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prohibited or limited by, conflicts with or results in a breach of the terms, conditions or provisions of the certificate of formation or operating agreement of the Developer or any evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(g) There is no action, suit, investigation or proceeding now pending or, to the knowledge of the Developer, threatened against or affecting the Developer or its business, operations, properties or condition (financial or otherwise) before or by any governmental department, commission, board, authority or agency, or any court, arbitrator, mediator or grand jury, that could, individually or in the aggregate, materially and adversely affect the ability of the Developer to complete the Project.

Section 3. Developer's Undertakings.

3.1. Construction and Maintenance of Project. The Developer hereby agrees and commits to the City that it will diligently prosecute to completion the construction of the Project in accordance with this Agreement, the site plan submitted to the City and all applicable federal, State and local laws, rules, regulations and ordinances relating to or governing the development or use of the Project, including applicable Land Use Regulations and Environmental Laws and Regulations. The Developer agrees and commits to the City that construction of the Project shall be completed by December 31, 2024, subject to Unavoidable Delays. The total costs of the Project are shown on Exhibit C hereto. The Developer has the financial capacity to complete the Project, and the Developer agrees to pay all such costs thereof. If there is an increase in the costs of the Project from that shown on Exhibit C hereto and that cannot be covered by the

contingency amount, the Developer shall notify the City of the increase and submit additional evidence in a form acceptable to the City that the Developer has the financial capacity and/or financial commitments to cover such additional costs and complete the Project. At all times during the term of this Agreement, the Developer will operate and maintain, preserve and keep the Project or cause the Project to be operated, maintained, preserved and kept for the purposes for which it was constructed, and with the appurtenances and every part and parcel thereof, in good repair and condition. The Developer agrees to permit the City and any of its officers, employees or agents access to the Land for the purpose of inspection of all work being performed in connection with the Project; *provided, however*, that the City shall have no obligation to inspect such work.

3.2. Preparation, Review and Approval of Construction Plans. In connection with the Project, the Developer, at its sole expense, shall prepare and submit construction plans, drawings, and related documents for each portion of the Project to the appropriate City officials for architectural, engineering or land use review and written approval or permits. The Developer acknowledges that no review or approval by City officials may be in any way construed by the Developer to replace, override or be in lieu of any required review, inspection, or approval by the City Building Office, or any other building construction official review or approvals required by any State laws or local ordinances or regulations.

3.3. Competitive Bidding; Prevailing Wage Rates; and Preference for Montana Residents. The Developer understands that the City is obligated to follow certain laws with respect to the expenditure of public funds, which includes Tax Increment. The Developer agrees that in the awarding of contracts or subcontracts for the Infrastructure Improvements that (i) it will and it will cause its contractors to competitively bid the contracts and subcontracts for each component of the Infrastructure Improvements; (ii) it will and it will cause its contractors and subcontractors to pay Prevailing Wage Rates on such contracts or subcontracts related to the Infrastructure Improvements; (iii) it will and it will cause its contractors and subcontractors will give preference to the employment of bona fide residents of the State, as required by Montana Code Annotated Section 18-2-403 and as such term is defined by Montana Code Annotated Section 18-2-401(1) and the Administrative Rules of the State, including but not limited to A.R.M. 24.17.147, obliging the Developer and its contractors and subcontractors to hire 50% bona fide Montana residents with respect to the installation and construction of the Infrastructure Improvements; and (iv) when making assignments of work, it will and it will cause its contractors and subcontractors to use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned. The Developer will provide to the City all documentation requested to verify the compliance of the Developer and its contractors and subcontractors with the foregoing requirements. Failure of the Developer and its contractors and subcontractors to pay Prevailing Wage Rates with respect to the Infrastructure Improvements shall be considered a breach of this Agreement and the City shall be entitled to exercise any and all measures to assure compliance and retroactive compensation plus interest to employees not paid in accordance with this Agreement, and recovery of any penalty or fine assessed by the State attributed to any failure to pay Prevailing Wage Rates. Additionally, the Developer acknowledges that a violation of these requirements shall result in the City not being able to pay or reimburse the Developer for costs of the Infrastructure Improvements. **“Prevailing Wage Rates”** means (i) Montana Prevailing Wage Rate for public works projects published from time to time by and available from the Montana Department of Labor and Industry, Research and

Analysis Bureau, P.O. Box 1728, Helena, Montana 59624, telephone number (800) 541-3904; and (ii) applicable Federal Prevailing Wage Rates for public works projects published from time to time by and available at <https://www.dol.gov/whd/govcontracts/PrevailingWageResources.htm> or any successor website.

3.4. Easements. To the extent that the Infrastructure Improvements are to be located on the Land, the Developer hereby agrees to grant to the City and applicable utility companies from time to time such easements, rights-of-way and similar licenses as are reasonably necessary to permit the City or applicable utility company to own, operate and maintain the Infrastructure Improvements. The City and the Developer shall agree to the reasonable location, scope, duration, type, form and use of such easements, rights-of-way or similar licenses pursuant to separate instruments to be negotiated between the parties hereto in accordance with the intent of this Section 3.4.

3.5. Utilities. The Developer shall not interfere with or permit interference with, or construct any improvements over, any public street or utility easement without the prior written approval of the City. All connections to public utility lines and facilities shall be subject to approval of the City and any private utility company involved. The Developer at its own expense shall replace any public facilities or utilities damaged during the Project by the Developer or its agents or by others acting on behalf of or under their direction or control of the Developer or its agents.

3.6. Permits; Environmental Laws and Regulations. The Developer will obtain in a timely manner all required permits, licenses and approvals, and will meet all requirements of all federal, State and local laws, rules, regulations and ordinances, which must be obtained or met in connection with the acquisition and construction of the Project and the Infrastructure Improvements. Without limiting the foregoing, the Developer will request and seek to obtain from the City or other appropriate governmental authority all necessary variances, conditional use permits and zoning changes. The Developer will comply in all material respects with all Environmental Laws and Regulations applicable to the construction, acquisition and operation of the Project and the Infrastructure Improvements, obtain any and all necessary environmental reviews, licenses or clearances under, and comply in all material respects with, Environmental Laws and Regulations.

3.7. Nondiscrimination; Anti-Competitive Conduct. The Developer agrees that all hiring by the Developer and its contractors and subcontractors and persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by State and/or federal law.

3.8. Worker's Compensation Insurance. The Developer shall provide in all construction contracts and subcontracts with respect to the Project and the Infrastructure Improvements that each contractor and subcontractor is to be covered by a Worker's Compensation insurance program with the State, a private insurance carrier, or an approved self-insurance plan in accordance with State law.

Section 4. Reimbursement.

4.1. Reimbursement Obligation. Subject to the provisions of this Section 4, the City shall reimburse the Developer for costs of the Infrastructure Improvements in two phases as follows:

(a) costs of the Infrastructure Improvements with respect to design and construction of approach as set forth on Exhibit B hereto (the “**Design/Approach Improvements**”); and

(b) costs of construction of the Infrastructure Improvements with respect to construction and installation of utility improvements and environmental remediation as set forth on Exhibit B hereto (the “**Utility/Remediation Improvements**”);

provided, however, that the reimbursement for the Infrastructure Improvements shall not exceed \$972,373 in the aggregate. The obligation of the City to reimburse the Developer for costs of the Design/Approach Improvements and the Utility/Remediation Improvements shall be subject to (i) the completion of such portion of Infrastructure Improvements in its entirety and approval of the costs thereof pursuant to this Section 4.3, (ii) the approval and acceptance by the City of such portion of the Infrastructure Improvements and the respective costs thereof and (iii) the availability, in the sole discretion of the City, of sufficient Tax Increment for purposes of such reimbursement. The City will not have any obligation to issue bonds, notes or other obligations in order to finance the reimbursement of the Infrastructure Improvements.

4.2. Subordination. The Developer understands and agrees that the City currently has, and may in the future have, one or more series of bonds payable from Tax Increment and the reimbursement obligations of the City pursuant to this Agreement is hereby subordinated in right of payment to any and all of such bonds and shall be payable only from and to the extent of Tax Increment available after payment of all amounts then due and owing with respect to the bonds, as determined in the sole discretion of the City.

4.3. Conditions to Reimbursement. Reimbursement for costs of the Infrastructure Improvements will be based on paid invoices for costs incurred by the Developer, its contractors and subcontractors or any utility companies. The City may reject, in its sole discretion, any invoice to the extent it is not part of the Infrastructure Improvements. The parties hereto agree that the City will not be required to reimburse costs of Infrastructure Improvements unless at the time of such request:

(a) all of the Developer’s representations as set forth in Section 2 hereof are true and correct;

(b) the Developer is not in breach of any covenant or undertaking as set forth in Section 3 hereof as of the time of such reimbursement; and

(c) a certificate signed by Developer in substantially the form attached as Exhibit D hereto shall accompany any invoices or requests for payment or reimbursement by the City (the “**Developer Requisition Form**”).

Within 30 days of receipt from the Developer of a Developer Requisition Form, the City shall issue a check payable to the Developer in the amount thereby requested pursuant to the terms and

conditions of this Agreement or shall otherwise communicate with the Developer regarding the remaining conditions to reimbursement set forth in this Section 4 to be satisfied prior to such check being issued (including the availability of sufficient Tax Increment funds, as determined by the City in its sole discretion).

Section 5. Covenants.

5.1. Taxes. The Developer shall pay or cause to be paid when due and prior to the imposition of penalty all Taxes and all installments of any special assessments payable with respect to the Land and the Project and any improvements thereto or extension thereof.

5.2. Maintenance of Land and Project. Developer agrees to use commercially reasonable efforts to maintain and operate the Land and the Project so as to be able at all times to pay promptly and when due all property taxes levied with respect to the Land and the Project.

Section 6. Release, Indemnification and Insurance.

6.1. Release and Indemnification. The Developer releases the City and all Commission members, officers, agents, servants and employees thereof (the “**Indemnified Parties**”) from, and covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties against, any loss, damage, cost (including reasonable attorneys’ fees), claim, demand, suit, action or other proceeding whatsoever (i) arising or purportedly arising out of, or resulting or purportedly resulting from, the acquisition and construction of the Project and the Infrastructure Improvements, any violation by the Developer of any agreement, condition or covenant of this Agreement, the ownership, maintenance and operation of the Project, or the presence on any portion of the Land, of any dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances or (ii) which is caused by the Developer or its officers, agents, contractors, consultants or employees; except that such indemnification shall not apply to the extent that the loss, damage or cost is determined by a court of competent jurisdiction to have been caused by the gross negligence, willful misconduct or bad faith of the Indemnified Party.

NEITHRE THE CITY NOR THE DEVELOPER WILL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, BY STATUTE, IN TORT OR CONTRACT.

6.2. Insurance. Developer shall keep and maintain the Project at all times insured against such risks and in such amounts, with such deductible provisions, as are customary in connection with facilities of the type and size comparable to the Project, and the Developer shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for direct damage insurance covering all risks of loss (which need not include flood or seismic), including, but not limited to, the following:

- 1. fire
- 2. extended coverage perils
- 3. vandalism and malicious mischief
- 4. boiler explosion (but only if steam boilers are present)
- 5. collapse

on a replacement cost basis in an amount equivalent to the Full Insurable Value thereof. “Full Insurable Value” shall include the actual replacement cost of the Project, without deduction for architectural, engineering, legal or administrative fees or for depreciation. The policies required by this Section 6.2 shall be subject to a no coinsurance clause or contain an agreed amount clause, and may contain a deductibility provision not exceeding \$100,000.

Subject to the terms of any mortgage relating to the Project, policies of insurance required by this Section 6.2 shall insure and be payable to Developer, and shall provide for release of insurance proceeds to Developer for restoration of loss. The City shall be furnished certificates showing the existence of such insurance. In case of loss, the Developer is hereby authorized to adjust the loss and execute proof thereof in the name of all parties in interest.

During construction of the Project, any and all of the foregoing insurance policies may be maintained by the Developer’s contractor; provided that once the Project is placed into service, Developer shall maintain all of the foregoing insurance policies.

Section 7. General Provisions.

7.1. Conflicts of Interest; City’s Representatives Not Individually Liable. No member, officer, agent, servant or employee of the City shall have any personal interest, direct or indirect, in this Agreement, the Project or the Infrastructure Improvements, nor shall any such member, officer or employee participate in any decision relating to this Agreement that affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested. No member, officer or employee of the City shall be personally liable to Developer in the event of any default under or breach of this Agreement by the City, or for any amount that may become due to Developer for any obligation issued under or arising from the terms of this Agreement.

7.2. Rights Cumulative. The rights and remedies of the parties hereto, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party hereto of any one or more of such remedies shall not preclude the exercise by such party, at the same or different times, of any other remedy for the same default or breach or of any of its remedies for any other default or breach of the party subject to the limitation of remedies provided herein. No waiver made by such party with respect to the performance or the manner or time thereof, of any obligation under this Agreement, shall be considered a waiver with respect to the particular obligation of the other party or a condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any obligations of the other party. Delay by a party hereto instituting or prosecuting any cause of action or claim hereunder shall not be deemed a waiver of any rights hereunder.

7.3. Term of Agreement. If all conditions precedent for the reimbursement by the City of the costs of all Infrastructure Improvements have not been satisfied by December 31, 2024, this Agreement will terminate and the City will have no obligation to reimburse the Developer for costs of the Infrastructure Improvements. Otherwise, this Agreement will terminate when all obligations hereunder have been satisfied or discharged. Notwithstanding any termination of this Agreement, Sections 5, 6 and 7 shall in all events survive.

7.4. Limitation on City Liability. No agreements or provisions contained in this Agreement nor any agreement, covenant or undertaking by the City contained in this Agreement or any other document executed by the City in connection with the Infrastructure Improvements will give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers, or will obligate the City financially in any way except with respect to the Tax Increment. No failure of the City to comply with any term, condition, covenant or agreement herein will subject the City to liability for any claim for damages, costs or other financial or pecuniary charge except to the extent that the same can be paid or recovered from the Tax Increment; and no execution on any claim, demand, cause of action or judgment will be levied upon or collected from the general credit, general funds or taxing powers of the City (except as such constitute Tax Increment). Nothing herein will preclude a proper party in interest from seeking and obtaining specific performance against the City for any failure to comply with any term, condition, covenant or agreement herein; provided that no costs, expenses or other monetary relief will be recoverable from the City except as may be payable from the Tax Increment.

7.5. Notices. All notices, certificates or other communications required to be given to the City or the Developer hereunder will be sufficiently given and will be deemed given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows:

If to the City: City of Great Falls
P.O. Box 5021
Great Falls, Montana 59403
Attn: Fiscal Services Director

If to the Developer: Talcott Properties, LLC
P.O. Box 2493
Great Falls, Montana 59403

The City and the Developer, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications should be sent.

7.6. Assignment. This Agreement is unique between the City and the Developer and no party may assign any rights or privileges or delegate any duties or obligations under this Agreement without first obtaining the written consent of the other parties hereto.

7.7. Binding Effect. The right and obligations set forth in this Agreement shall inure to the benefit of and shall be binding upon the City and the Developer and their respective successors and assigns.

7.8. Prior Agreements. This Agreement supersedes, merges and voids any and all prior discussions, negotiations, agreements and undertakings between the parties hereto with respect to the subject matter of this Agreement. The parties waive and release each other from any claims, actions, or causes of action that relate in any manner to any prior discussions, negotiations, agreements and undertakings between the parties with respect to the subject matter of this Agreement.

7.9. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

7.10. Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified only by written amendment authorized and executed by the City and the Developer.

7.11. Disputes. If any disagreement, dispute, claim, counterclaim, action or cause of action arises with respect to this Agreement, or the interpretation, performance or enforceability hereof, or the parties' relative rights, obligations and remedies hereunder, the parties shall first confer in good faith to resolve any disputes and, if a resolution cannot be mutually agreed to within thirty (30) days of written notice thereof, the parties shall attempt to resolve the dispute through non-binding mediation. If the parties cannot resolve the dispute through non-binding mediation within sixty (60) days of written notice thereof, the District Court of the State of Montana in and for Cascade County, Montana will be the exclusive location and/or forum for any legal actions arising under this Agreement.

7.12. Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State, without giving effect to any choice of law statutes, rules, or principles.

7.13. Further Assurances and Corrective Instruments. The City and the Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or the Infrastructure Improvements or for carrying out the expressed intention of this Agreement.

7.14. Execution Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

7.15. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope of intent of any provisions or Sections of this Agreement.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the ____ day of _____, 2022.

CITY OF GREAT FALLS, MONTANA

[SEAL]

By _____
Gregory T. Doyon, City Manager

Attest:

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

*By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

TALCOTT PROPERTIES, LLC

Name:
Title:

STATE OF MONTANA)
 : ss.
County of Cascade)

This instrument was acknowledged before me on _____, 20__ by
_____ of West Bank, on behalf of said limited liability company.

(Notarial Seal)

Printed Name: _____
Notary Public for the State of Montana
Residing at _____, Montana
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

LOTS 4, 5, AND 6 OF CERTIFICATE OF SURVEY NO. S-0005113, TRACTS OF LAND
LOCATED IN THE S½ OF SECTION 2, TOWNSHIP 20 NORTH, RANGE 3 EAST, PMM,
CASCADE COUNTY, MONTANA

EXHIBIT B
INFRASTRUCTURE IMPROVEMENTS

Gas	\$25,000
Power	\$75,000
Phone/Internet	\$30,000
Environmental Remediation	\$100,000
Sewer	\$27,412
Water	\$111,840
Storm	\$240,211
3 rd Street Northwest Approach	\$63,760
Permits/Fees	\$50,760
Engineering/Design	\$138,540
Misc.	\$79,850
Contingencies/Interest	\$30,000

EXHIBIT C

PROJECT COSTS AND SOURCES OF FUNDS

Land and Site Preparation Improvements (Itemized)	
Value of Land (Lot 4B)	\$2,307,000
Value of Land (Lot 5)	\$1,011,000
Value of Land (Lot 6B)	\$815,000
Site Preparation	\$1,395,000
Construction and Rehabilitation Costs	
Concrete	\$2,620,000
Metals	\$925,000
Carpentry	\$4,645,000
Finishes	\$2,369,000
Electrical	\$2,970,000
Mechanical	\$4,715,000
FF&E	\$2,800,000
Equipment Costs	
Included in FF&E	
Costs above: \$1,310,000	
TOTAL PROJECT COST	\$26,572,000

EXHIBIT D

FORM OF DEVELOPER REQUISITION

TO: City of Great Falls, Montana (the "City")
FROM: Talcott Properties, LLC (the "Developer")
SUBJECT: Payment/Reimbursements for Infrastructure Improvements

This represents Developer Requisition No. ____ in the total amount of \$_____ for payment of the Infrastructure Improvements.

The undersigned, as Authorized Developer Representative, intends that this certificate will satisfy the requirements of Section 4.2(c) of the Development Agreement, dated as of [____], 2022 between the City and the Developer, and does hereby certify on behalf of the Developer that:

- (a) the expenditures for which payment or reimbursement is requested are listed in summary form in the attached schedule;
(b) the amounts requested have been paid by the Developer for property or to contractors, subcontractors, materialmen, engineers, architects or other persons who will perform or have performed necessary or appropriate services or will supply or have supplied necessary or appropriate materials for the acquisition, construction, renovation, equipping and installation of the Infrastructure Improvements, as the case may be, and that, to the best of my knowledge, the fair value of such property, services, or materials is not exceeded by the amounts requested to be paid;
(c) the cost of work to be paid or reimbursed has been competitively bid and the contractor or subcontractor has paid the Montana prevailing wage for such work;
(d) no part of the several amounts requested to be paid or reimbursed, as stated in such certificate, has been or is the basis for the payment or reimbursement of any money in any previous or pending request; and
(e) the payment or reimbursement of the amounts requested will not result in a breach of any of the covenants of the Developer contained in the Agreement.

Dated: _____, 20__

TALCOTT PROPERTIES, LLC

By: _____
Authorized Developer Representative

Schedule to Developer Certificate No. _____

Payee

Purpose

Amount

CITY OF GREAT FALLS



**TAX INCREMENT FINANCING
(TIF)**

APPLICATION FOR FUNDS

CITY OF GREAT FALLS
TAX INCREMENT FINANCING (TIF)
APPLICATION FOR FUNDS

Project Name: West Bank Landing North Phase | Lots 4, 5, 6

Date Submitted: Sept. 9, 2022

Name of TIF District: West Bank Urban Renewal District

APPLICANT INFORMATION

Name: Talcott Properties

Address: P.O. Bo 2493, Great Falls, MT 59403

Telephone: 406-761-0018

DEVELOPMENT INFORMATION

1. Building Address: 513 3rd St. NW (Lot 4A), 521 3rd St. NW (Lot 6A), Lot 5 is not yet assigned.

2. Legal Description: See attached Certificate of Survey

3. Ownership: Colter Falls LLC (Lot 4A), Talcott Properties (Lots 5, 6A)

Address: P.O. Box 2493, Great Falls, MT 59403

4. If property is not owned by the Applicant, list leasehold interest: *(Attach evidentiary materials).*
Name: N/A

Address: _____

5. Existing/Proposed Businesses: Lot 4A: hotel proposed; Lot 5: TBD; Lot 6A: restaurant proposed

Business Description: Proposed hotel is a 108-room nationally branded hotel not currently doing business in Great Falls. Proposed restaurant is a national chain. This would be its second location in Great Falls.

6. Employment: Existing FTE Jobs: 0

Hotel: 25
New Permanent FTE Jobs created by project: Restaurant: 12 Construction FTE jobs: 30+

7. Architectural/Engineering Firm: Hotel: Wedgewood Architectural

Address: 7986 Embarcadero Ave., Las Vegas, NV 89129

Representative: Andy Bremmeyer

Restaurant will be designed by owner.

CITY OF GREAT FALLS
TAX INCREMENT FINANCING (TIF)
APPLICATION FOR FUNDS

- 8. Please provide a description of the Total Project Development (attach a narrative explanation).
- 9. Please provide rehabilitation/construction plans (attach schematics, site and landscaping plans).
- 10. What is the development schedule or estimated completion date for the Total Project Development? The Total Project Development is best defined as the entire development, not just the TIF improvements (please include project phasing if appropriate).

Lot 4A: Anticipated hotel construction is Fall 2022 to Spring 2023, with summer opening.

Lot 5: Anticipated construction is summer of 2024.

Lot 6A: Anticipated construction is Spring 2023, with fall opening.

- 11. Do you plan on asking for any other tax abatements, grants, tax credits or other forms of relief? If so, what type?
 No
-
-
-
-

- 12. Please describe your funding needs and the anticipated timing schedule for your identified Eligible TIF Activities (example: *I will be fronting the costs of all identified TIF improvements and would like to be reimbursed incrementally as TIF funds become available; I am interested in utilizing bond financing to complete the identified project improvements and would like to be reimbursed with TIF funds as they become available, I need TIF funds immediately to complete the identified TIF improvements, etc.*)

Talcott Properties will front the costs of identified TIF improvements and would like to be reimbursed with existing available funds and incrementally as more funds become available.

- 13. Please indicate the amount of Public Infrastructure Need and the amount of Public Infrastructure being requested to be financed by the TIF District.

See following pages. Total request: \$972,373

TOTAL PROJECT DEVELOPMENT COSTS

The total project development cost is the cost to develop the entire project/site, and should include the cost of the TIF improvements.

Land and Site Preparation Improvements (Itemized)

1. Value of Land 4A	\$ 2,307,000	
2. 5	\$ 1,011,000	
3. 6A	\$ 815,000	
4. Site Preparation	\$ 1,395,000	
5. _____	\$ _____	
Subtotal		\$ 5,528,000

Construction/Rehabilitation Costs (Use general construction trade divisions)

(Total value of improvements)

1. Concrete	\$ 2,620,000	
2. Metals	\$ 925,000	
3. Carpentry	\$ 4,645,000	
4. Finishes	\$ 2,369,000	
5. Electrical	\$ 2,970,000	
6. Mechanical	\$ 4,715,000	
7. FF&E	\$ 2,800,000	
Subtotal		\$ 21,044,000

Equipment Costs

(Total value of equipment)

1. Included in FF& E	\$ _____	
2. costs above: \$1,310,000	\$ _____	
3. _____	\$ _____	
4. _____	\$ _____	
5. _____	\$ _____	
Subtotal		\$ _____

Total Project Development Costs \$ 26,572,000

ELIGIBLE TIF ACTIVITIES

Land Acquisition

	Total	Amount Requested from TIF	Timing for Funds
1.	_____	N/A	* <u>See note 2 below</u>

Demolition & Removal of Structures Utility Installation & Environmental Cleanup

1.	Gas	\$25,000	_____
2.	Power	\$75,000	_____
3.	Phone/Internet	\$30,000	_____
Subtotal	Environmental	\$100,000	_____
	Subtotal	\$230,000	_____

Relocation of Occupants

1.	N/A	_____	_____
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Public Improvements See attached spreadsheet for detailed breakout.

(acquisitions, construction and improvement of infrastructure which includes streets, roads, curbs, gutters, sidewalks, pedestrian malls, alleys, parking lots and off-street parking facilities, sewers, sewer lines, storm sewers, etc.)

1.	Sewer	\$ 27,412	_____
2.	Water	\$111,840	_____
3.	Storm	\$240,211	_____
Subtotal-	3rd St. NW approach	\$ 63,760	_____

Fees (associated with eligible activities)

(A&E design/supervision, permits & other fees)

1.	Permits/Fees	\$ 50,760	_____
2.	Engineering	\$138,540	_____
3.	Misc.	\$ 79,850	_____
4.	Contingencies/Interest	\$ 30,000	\$ 299,150

Note: Totals are estimates. Exact amounts may vary from line items listed.

Note 2: See attached page for projected reimbursement timeline.

Total: \$972,373

CERTIFICATION

I (we), Brad Talcott (please print),
certify that the statements and estimates within this Application as well as any and all documentation
submitted as attachments to this Application or under separate cover are true and correct to the best of
my (our) knowledge and belief.

Signature 

Title Member, Talcott Properties

Address P.O. Box 2493, Great Falls, MT 59403

Date Sept. 9, 2022

Signature _____

Title _____

Address _____

Date _____

Proposed TIF Reimburse Schedule

Running Balance	Projected Payment Date	Projected City Reimbursement
\$ 972,373	Mar-23	\$ 358,000
\$ 614,373	Jul-23	\$ 430,000
\$ 184,373	Jan-24	\$ 168,000
\$ 16,373	Jul-24	\$ 16,373
		<hr/>
		\$ 972,373

West Bank Landing Project Development

This request for Tax Increment Financing represents the final TIF-related development of West Bank Landing. It will provide infrastructure improvements to the final three lots being developed at the location.

Lot 4A is under development for a proposed 108-room nationally branded hotel. Lot 6A is under development for a proposed national restaurant chain. Negotiations are currently under way for development of Lot 5.

Development of these parcels represents the culmination of a multi-year effort to clean up and transform a contaminated area of urban blight into a vibrant and desirable business neighborhood. So far, that has included development and construction of a hotel, office building, boutique fitness center, bank and two restaurants – new businesses that enhance the West Side of town along with the city's tax base.

Development of West Bank Landing meets the goals of the TIF program in many ways:

- Public Infrastructure Improvements. Improvements include burying and extending the power line, expanding storm drains, sewer and water lines, and cable/IT lines, removing unused rail line and improving public access to the site.
- Economic Stimulus. New jobs were created at Five on Black, Jersey Mike's, Citizens Alliance Bank, Peak and SpringHill Suites. And The Portage allows existing businesses to expand, as well as the potential for new businesses and jobs. Construction of the buildings employed scores of employees for more than five years, with work continuing.
- Tax Generation. All existing buildings are now on the tax rolls, and more buildings will be added.
- Elimination of Blight: We removed eyesore buildings, spent millions on environmental remediation, built two new buildings to LEED-design energy efficiency standards, and created unique and attractive landscaping. This work transformed a former contaminated industrial site into a popular and inviting destination for businesses, customers and visitors.

We believe West Bank Landing exemplifies the high-quality development hoped for by locals when they created the West Bank Urban Renewal District, as well as the goals of the Tax Increment Financing program.

West Bank Development
Lots 4-6
Preliminary Utility Construction Cost Estimate
 August 29, 2022

Bid Item Number	Item	Unit	Estimated Quantity	Engineer's Estimate	
				Unit Cost	Total
	Sewer				
101	4' Diameter Sewer Manhole	Each	2	\$ 4,600.00	\$ 9,200.00
102	8" PVC Gravity Sewer Main	LF	173	\$ 64.00	\$ 11,072.00
103	Service Line Connection at Main	Each	4	\$ 560.00	\$ 2,240.00
104	4" PVC Service Line	LF	100	\$ 49.00	\$ 4,900.00
105	Miscellaneous Sewer Work	UNIT		\$ 1.00	\$ -
	Sewer Total				\$ 27,412.00

Water					
201	Connect New Main to Existing Main	Each	2	\$ 3,200.00	\$ 6,400.00
202	8" DIP Water Main	LF	716	\$ 90.00	\$ 64,440.00
203	8" Gate Valve	Each	4	\$ 1,950.00	\$ 7,800.00
204	New Fire Hydrant Assembly	Each	1	\$ 5,500.00	\$ 5,500.00
205	Relocate Existing Fire Hydrant	Each	1	\$ 2,500.00	\$ 2,500.00
206	6" Fire Line Connection & Gate Valve at New Main	Each	1	\$ 1,800.00	\$ 1,800.00
207	4" Domestic Service Connection & Gate Valve at New Main	Each	1	\$ 1,600.00	\$ 1,600.00
208	6" DIP Fire Service Line	LF	20	\$ 68.00	\$ 1,360.00
209	4" DIP Domestic Service Line	LF	20	\$ 60.00	\$ 1,200.00
210	2" Service or Fire Line Connection @ New Main	Each	2	\$ 950.00	\$ 1,900.00
211	2" Copper Fire or Service Line	LF	75	\$ 82.00	\$ 6,150.00
212	1" Copper Fire or Service Line	LF	75	\$ 72.00	\$ 5,400.00
213	Miscellaneous Water Work	UNIT		\$ 1.00	\$ -
214	Asphalt Repair	SY	60	\$ 80.00	\$ 4,800.00
215	Curb and Gutter Remove/Replace	LF	15	\$ 28.00	\$ 420.00
216	Sidewalk remove and replace	LF	15	\$ 38.00	\$ 570.00
	Water Total				\$ 111,840.00

Storm Drain					
301	60" Storm Drain Manhole	Each	3	\$ 5,400.00	\$ 16,200.00
302	48" Storm Drain Manhole	Each	2	\$ 4,600.00	\$ 9,200.00
303	36" Catch Basin	Each	9	\$ 2,800.00	\$ 25,200.00
304	24" Catch Basin	Each		\$ 2,400.00	\$ -
305	15" PVC Pipe	LF	981	\$ 66.00	\$ 64,746.00
306	12" PVC Pipe	LF	110	\$ 60.00	\$ 6,600.00
307	6" PVC Pipe (Roof Drain)	LF	300	\$ 32.00	\$ 9,600.00
308	6" Perforated PVC Pipe with Filter Sock	LF	515	\$ 36.00	\$ 18,540.00
309	Permeable Interlocking Permeable Pavers	SF	2,575	\$ 35.00	\$ 90,125.00
310	Miscellaneous Storm Drain Work	UNIT		\$ 1.00	\$ -
	Storm Drain Total				\$ 240,211.00

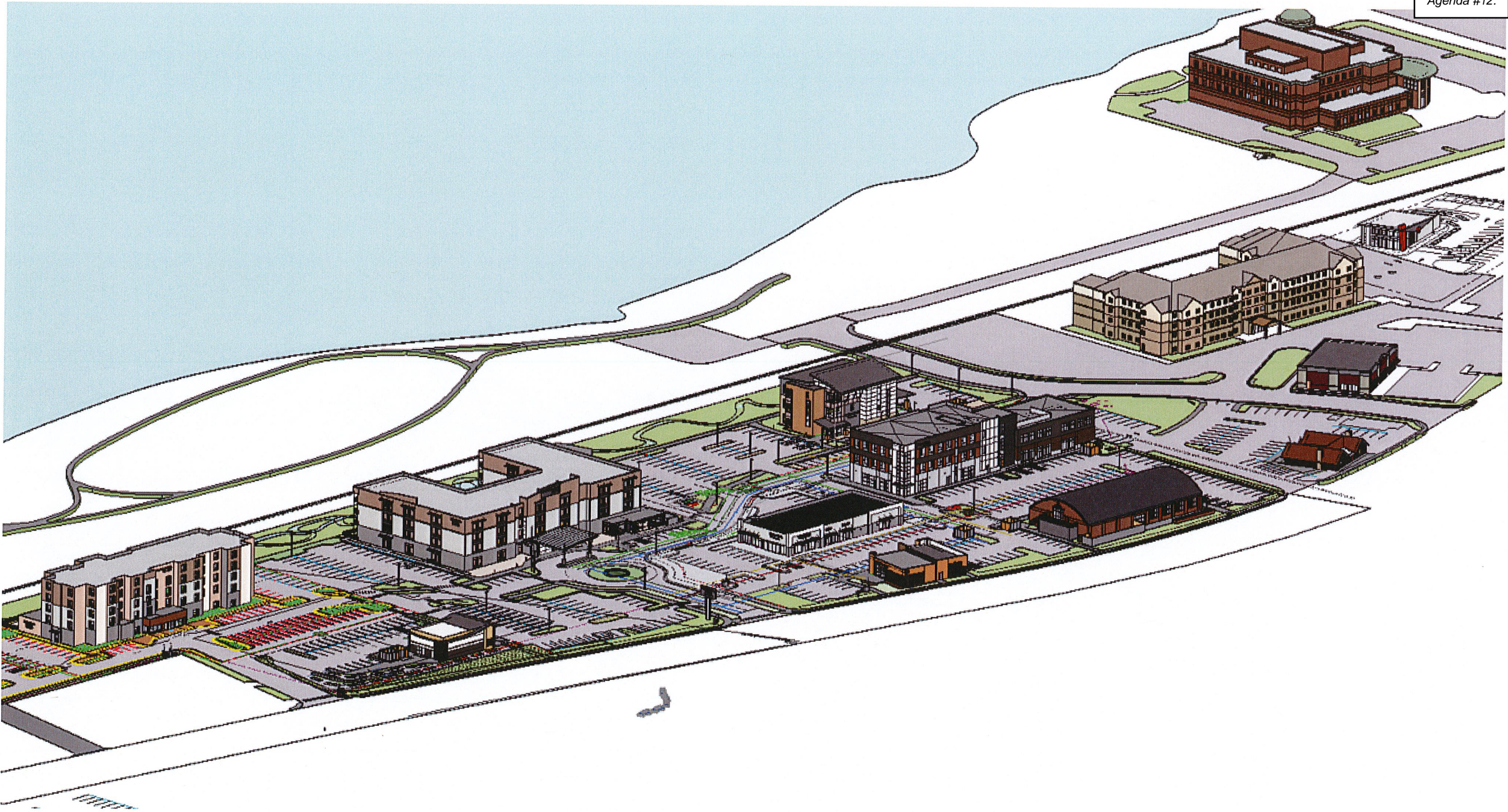
Miscellaneous					
401	Layout and Construction Staking	LS	1	\$ 10,500.00	\$ 10,500.00
402	Traffic Control	LS	1	\$ 6,000.00	\$ 6,000.00
403	Bonds and Insurance	LS	1	\$ 19,000.00	\$ 19,000.00
404	Imported Type 1 Pipe Bedding	CY	190	\$ 40.00	\$ 7,600.00
405	Type 2 Stabilization Bedding	CY	150	\$ 45.00	\$ 6,750.00
406	Trench Dewatering	LF	500	\$ 60.00	\$ 30,000.00
	Miscellaneous Total				\$ 79,850.00

3rd St. NW Approach					
501	Demolition Exit Sidewalk/Curb and Gutter	LS	1	\$ 8,000.00	\$ 8,000.00
502	Concrete Apron Paving	LS	1	\$ 18,000.00	\$ 18,000.00
503	Concrete Curb and Gutter	LF	140	\$ 21.00	\$ 2,940.00
504	Side Walk	LF	140	\$ 38.00	\$ 5,320.00
505	Relocate Ex. Fire Hydrant and Bullards	LS	1	\$ 15,000.00	\$ 15,000.00
506	Signing (Stop)	Each	1	\$ 1,000.00	\$ 1,000.00
507	Pavement Stripping	LS	1	\$ 3,500.00	\$ 3,500.00
508	Wheel Chair Radius	EA	2	\$ 2,000.00	\$ 4,000.00
509	Base Course Gravel	LS	1	\$ 6,000.00	\$ 6,000.00
	Total				\$ 63,760.00

Permits & Fees					
	Storm Water Construction Permit	LS	1	\$ 1,200.00	\$ 1,200.00
	Plan review DEQ/City	LS	1	\$ 5,000.00	\$ 5,000.00
	Tapping Fees/Connection Fee	LS	1	\$ 43,860.00	\$ 43,860.00
	Other Permits			\$ -	\$ -
	Engineering Report Review (DEQ)	Each	2	\$ 350.00	\$ 700.00
	Total				\$ 50,760.00

Engineering					
	Engineering Design/Construction	LS	1	\$ 95,000.00	\$ 95,000.00
	City Inspection (45 Working Days)	HR	360	\$ 66.00	\$ 23,760.00
	Overtime	HR	160	\$ 80.00	\$ 12,800.00
	Final Inspection	HR	30	\$ 66.00	\$ 1,980.00
	As-Built Drawings	LS	1	\$ 5,000.00	\$ 5,000.00
	Total				\$ 138,540.00

Contingencies					
				\$	\$ 30,000.00
	Total				\$ 742,373.00



West Bank Urban Renewal Plan Great Falls, Montana



2007

Acknowledgements

We wish to thank the following for their contributions to the West Bank Urban Renewal Plan:

- Great Falls City Commission
- Great Falls Planning, Community Development, Fiscal Services, and Public Works Departments
- City Manager's Office
- Great Falls Neighborhood Council #2
- Great Falls Economic Development Authority
- West Bank Area Property Owners and Stakeholders
- Great Falls Planning Board

Planning Oversight:

- Benjamin Rangel, Great Falls Planning Director

Project Consultant:

- Janet Cornish, Community Development Services of Montana

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Chapter 1. Introduction

The City of Great Falls, Montana is embarking on a program of urban renewal for the area known as West Bank, bounded on the West by 3rd Street NW/SW, on the East by the center line of the Missouri River, on the North by a point just north of 14th Avenue NW and on the South by a point just south of 5th Avenue SW. (See Figure 1, below.) The area, which has been designated by the Great Falls City Commission as the West Bank Urban Renewal District is in transition. Historically, the District was characterized by heavy industrial uses. However, as the City has grown, industrial development has shifted to the city's periphery. At the same time, the community is promoting a more diversified and integrated development within the city's core, focusing on mixed uses – recreational, commercial and residential. The West Bank's proximity to the River and associated parkland, as well as to a major roadway (3rd Street NW/SW), makes it a logical place to encourage new mixed-use development in concert with efforts to revitalize downtown Great Falls. The revitalization of the West Bank area is being undertaken in cooperation with efforts to address contamination of an area within the District, formerly occupied by a brewery and an oil refinery and currently occupied by the County Shop complex and a specialty seed mill.

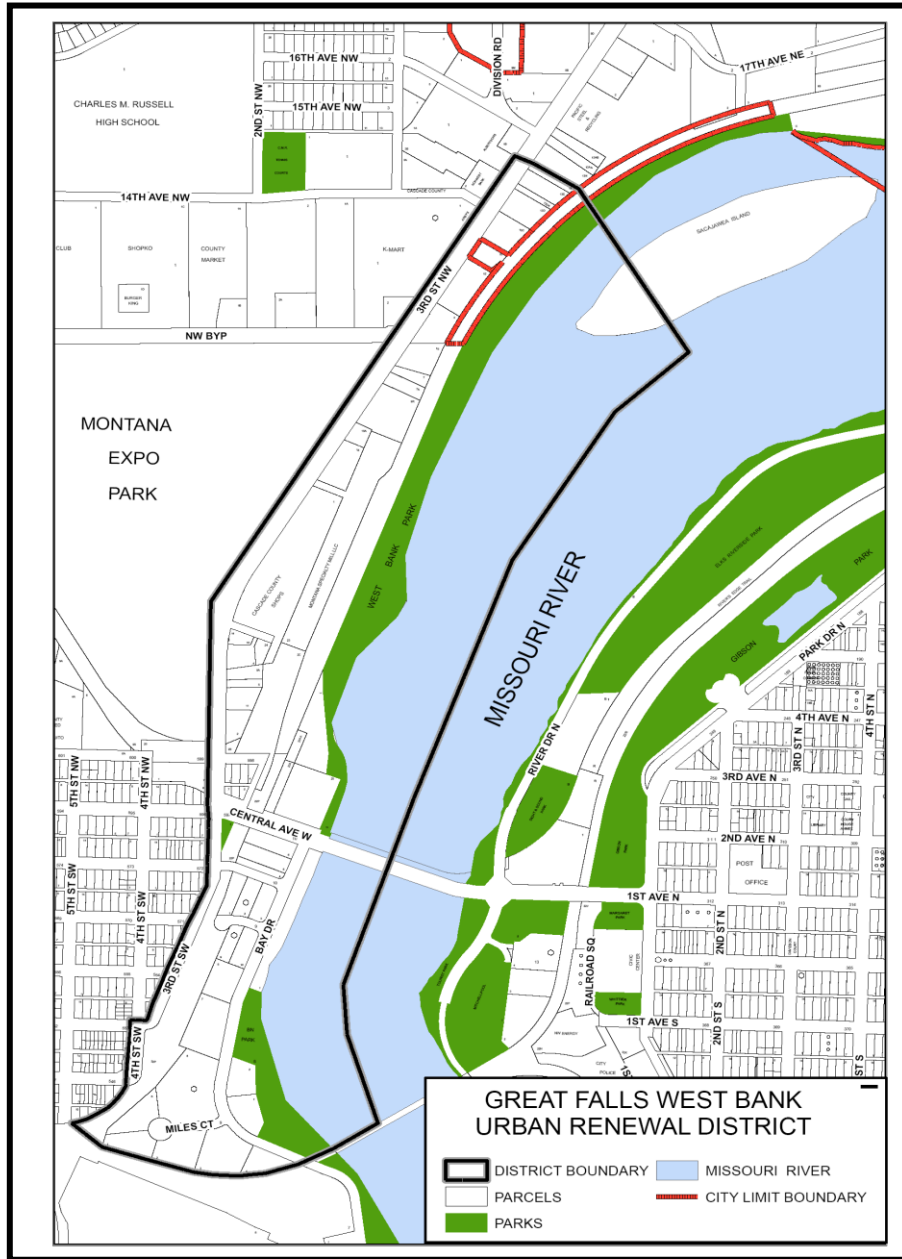
This urban renewal effort is being undertaken in accordance with the Montana Urban Renewal Law which provides for the renewal of "blighted" areas in 7-15-42 and 7-15-43, MCA, as follows:

- 7-15-4209.** Development of workable urban renewal program. (1) A municipality, for the purposes of this part and part 43, may formulate a workable program for utilizing appropriate private and public resources:
- (a) to eliminate and prevent the development or spread of blighted areas;
 - (b) to encourage needed urban rehabilitation;
 - (c) to provide for the redevelopment of such areas; or
 - (d) to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program.
- (2) Such workable program may include, without limitation, provision for:
- (a) the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards;
 - (b) the rehabilitation of blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements; by encouraging voluntary rehabilitation; and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and
 - (c) the clearance and redevelopment of blighted areas or portions thereof.

On November 8, 2006, the Great Falls City Commission authorized an investigation of the West Bank area. The purpose of the investigation was to determine the presence and extent of blight within the area as defined by the Montana Urban Renewal Law (7-15, Parts 42 and 43 MCA) as a first step in preparing a *West Bank Urban Renewal Plan*. The investigation culminated in a "Finding of Blight", that was adopted by Resolution 9626 (attached as Appendix A) by the Great Falls City Commission on December 5, 2006. In particular, the Resolution identified the following blighted conditions:

1. Physical deterioration of buildings and properties
 - Many of the structures in the defined area are in poor repair and properties are poorly maintained. City building permit information indicates that the majority of existing structures have not been substantially improved for at least twenty years.
2. Inappropriate or mixed uses of land or buildings
 - The presence of existing heavy industrial uses within the defined area is incompatible with retail, commercial, residential and parkland development. This land use conflict has proven to be a disincentive to the improvement of properties within the area by private enterprise.
3. Defective street layout
 - Much of the area is without streets, sidewalks, curbs, or gutters resulting in poor traffic circulation and storm drainage problems.
4. Unsanitary and unsafe conditions
 - Portions of the defined area are included in the list of priority sites maintained by the Montana Department of Environmental Quality under the Comprehensive Environmental Cleanup and Responsibility Act (CECRA) and are designated a Brownfield site as defined by the U.S. Environmental Protection Agency. Contamination on the site is associated with historic industrial activity and has affected both the soil and groundwater and threatens to contaminate the Missouri River.

Figure 1. Great Falls West Bank Urban Renewal District



Statement of Purpose

Changes in land use in the West Bank area, in conjunction with the proposed removal of contamination associated with historic industrial activities, provides an opportunity for area redevelopment through public-private partnerships. The City of Great Falls has chosen to participate in this redevelopment effort through the creation of an urban renewal program, including a tax increment financing (TIF) provision to help fund public investment in the area.

This Urban Renewal Plan provides direction to the City of Great Falls in fostering the revitalization and economic development of the West Bank Urban Renewal District. The Plan provides a “platform” for redevelopment activities that will be undertaken by a variety of public and private entities over the next several decades. More particularly, this Plan recommends a series of programs and projects that will be undertaken by the local government to encourage reinvestment in the District and to address blighted conditions that have diminished the environmental, economic and cultural well-being of the West Bank area over time.

Although the Montana Urban Renewal Law recognizes that eliminating urban blight is a matter of public interest, this Plan has been developed, based on the underlying principle that it is the citizens who work, reside and own property in the West Bank Renewal District who will be engaged directly in the revitalization effort. Further, the Plan has been prepared with respect to three Guiding Principles as follows:

- The plan for the West Bank Urban Renewal District should foster economic development and job creation.
- The improvement of the overall environmental quality of the West Bank Urban Renewal District is critical.
- Protection and enhancement of the West Bank Park and the Missouri River, which form the eastern boundary of the District are key in the redevelopment of the West Bank Urban Renewal District.

The West Bank Urban Renewal Plan outlines the approach that the City of Great Falls will take in responding to blighted conditions within the District. The Plan recommends ways to comprehensively address the problems and opportunities that face the area. However, the Plan recognizes that this area is in transition and therefore prescribes a large measure of flexibility in devising solutions and provides for ongoing planning on the part of the City, the residents, the businesses and property owners.

Chapter 2. Description of the Urban Renewal District

Legal Description of the West Bank Urban Renewal District

The West Bank Urban Renewal District includes all that real property in the City of Great Falls, County of Cascade, State of Montana, which lies within the following described boundary, excluding any unincorporated property, as of October 2006:

“The POINT OF BEGINNING is at the intersection of the north right of way line of 4th Avenue SW and the east right of way line of 4th Street SW; thence northeasterly along the west right of way line of 3rd Street SW and 3rd Street NW to its intersection with the northwest/southeast projection of the north property line of the parcel of land legally described as Mark No.13, Section 2, Township 20 North, Range 3 East (Geo-code #3015-02-1-10-06); thence southeasterly along the northwest/southeast projection of the north property line of the parcel of land legally described as Mark No.13, Section 2, Township 20 North, Range 3 East (Geo-code #3015-02-1-10-06) to the centerline of the Missouri River; thence southwesterly/southeasterly along the centerline of the Missouri River to the north edge of the BNSF Railway/Missouri River Bridge; thence southwesterly along the north edge of the BNSF Railway/Missouri River Bridge and the north right of way line of the BNSF Railway main line (coincidental with the south property line of Lots 1-4, Block 9, BN Car Shop Addition to Great Falls) to its extended connection with the south end of the east right of way line of 5th Street SW (coincidental with the southwest corner of Lot 10, Block 546, 6th Addition to Great Falls); thence northeasterly along the west right of way line of the BNSF Railway spur line (coincidental with the south/southeast boundary of Block 546, 6th Addition to Great Falls) to the intersection of the south right of way line of 5th Avenue SW and the west right of way line of 4th Street SW; thence north along the west right of way line of 4th Street SW to its intersection with the north right of way line of 4th Avenue SW; thence east to the POINT OF BEGINNING.”

Area History

Historically, the west side of the Missouri River in Great Falls was the home of Montana’s largest gasoline refinery, built by the Great Falls Sunburst Oil and Refinery Company. The refinery began operations in early 1923 along the 300 and 400 block of 3rd Street Northwest and was subsequently purchased by the California Eastern Oil Company in 1927. Cascade County took possession of the property in 1936 after California Eastern failed to pay gasoline license taxes and associated delinquent fees. By 1938 Cascade County had constructed its shops (Figure 2) at the site (Great Falls Tribune, December 16, 2001).



Figure 2 Cascade County Shops

The West Bank area includes the site of the former Montana Brewing Company complex, built in 1893-94, just north of Central Avenue West, along the Missouri River. In 1933, it became the malt plant for the Great Falls Brewery, Inc., finally closing in 1968. (Figure 3.) The last remnants of the site were finally removed in July of 2006 to make way for a new 54,000 square foot Federal Courthouse (July 11, 2006, Sun River News).



Figure 3. Montana Brewery.

Existing Characteristics

The West Bank Urban Renewal District continues to be largely characterized by industrial and warehouse uses. It also contains a small number of residences and a variety of retail and service oriented businesses, including a veterinary clinic, the Cowboy's Bar and the J Bar T Tavern. The area just south of the County Shops and Montana Specialty Mills includes the site where the new Federal Courthouse will be built. South of Central Avenue West, the District is more sparsely developed, but includes the Montana Association of Electrical Cooperatives offices as well as a former highway department structure, now held privately (Figure 4). The northern end of the District is directly adjacent to a growing commercial area. It includes the Stockman Bank, built within the last few years and will include a new Walgreens Pharmacy, already under construction.



Figure 4. Former Highway Department Building

The District encompasses portions of two Census Tracts (See Table 1) and 51 parcels. A list of the properties by parcel is included in Appendix B.

Census Tract	Census Block Group	Block Number	Population	Housing Units
16	2	2000	0	0
16	2	2017*	45	15
16	5	5001	8	3
16	5	5002	0	0
16	5	5004	0	0
16	5	5005	0	0
18	3	3000*	4	2
18	3	3019**	0	0
18	3	3020*	0	0
Totals			57	20

Source: U.S. Census (2000 Information)

Notes: * Only a portion of this block is in the Urban Renewal District

** This is the parcel that is not incorporated into the City of Great Falls

Census designations are noted in Figure 5.

Zoning Designation

The City of Great Falls has zoned the West Bank area M-2, *Mixed-use Transitional*. The Great Falls Zoning Ordinance describes an M-2 zone as follows: “This zoning designation is intended to promote a transition over time to a predominately mixed-use land use pattern. Because of changing economic conditions and other factors, some current uses do not represent the highest and best use, given other more suitable areas. Current industrial uses and warehouses are not considered nonconforming. As such, current industrial uses and warehouses existing at the time this Title was adopted are allowed to expand or to be re-established, if damaged, provided development and appearance standards under the purview of the Design Review Board are met.”

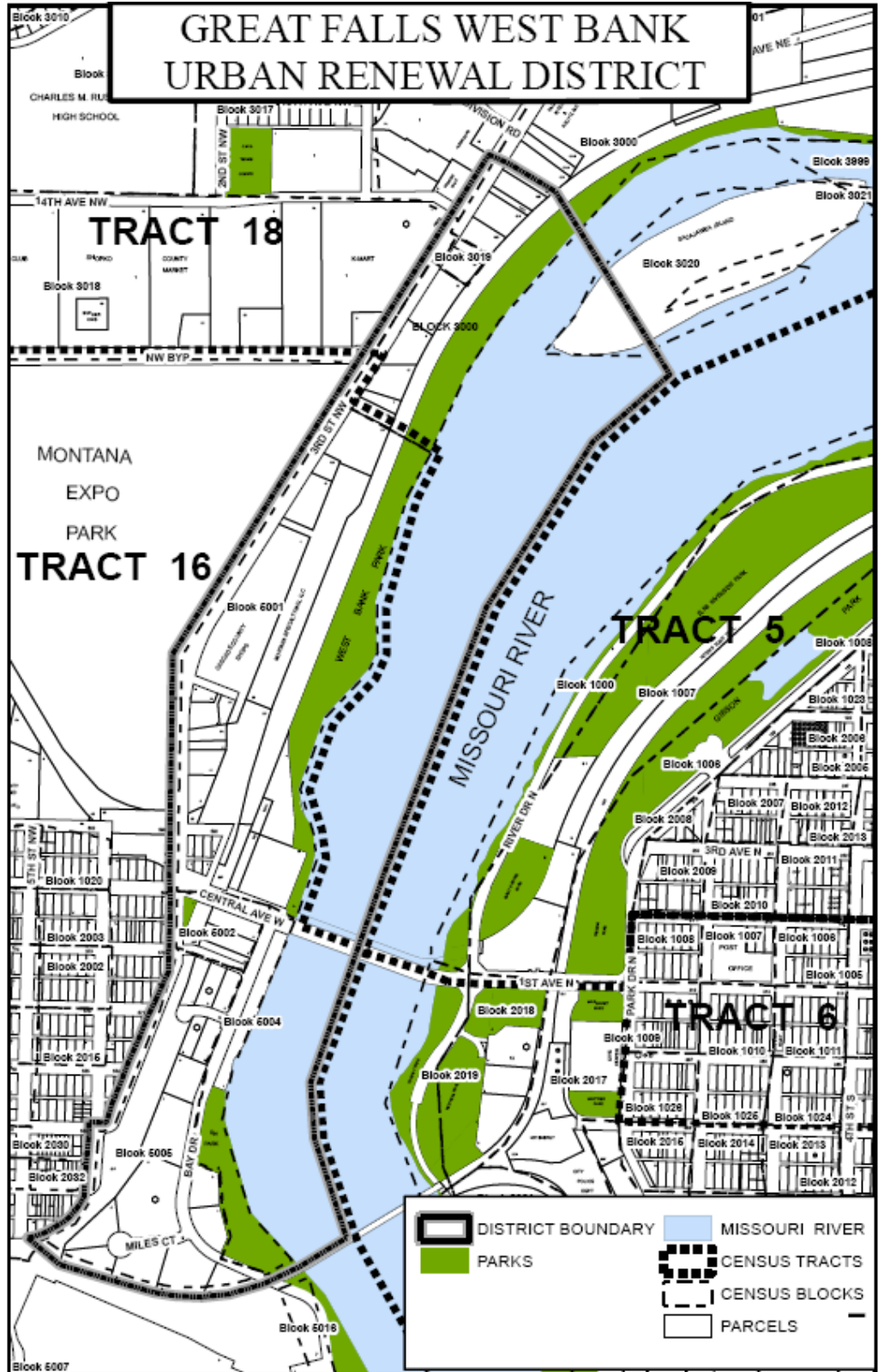


Figure 5. Census Designations

Chapter 3. Key Findings

This chapter of the Urban Renewal Plan provides an overview of the challenges and opportunities associated with the redevelopment of the West Bank Urban Renewal District. Information presented here has been gleaned from interviews and meetings with area property owners and residents, local government staff, Neighborhood Council #2 and other area stakeholders. While the West Bank Urban Renewal District can be characterized as blighted, the area has a number of recognized assets that will help foster redevelopment. For example, there is wide-spread support for area revitalization among property owners, stakeholders and the community in general.

Area Assets and Opportunities

The Missouri River and West Bank Park

The West Bank Urban Renewal District is bounded on the east by West Bank Park and the Missouri River which provide important scenic, natural, historic and recreational resources to residents and visitors. As noted in the 2004 *Missouri River Urban Corridor Plan*, the River is “a major community asset for enhanced livability, growth and economic development”. The District’s proximity to the river, in combination with West Bank Park can attract new development. The *Corridor Plan* also points out that the “Riverfront...creates real estate value [associated with its] proximity to water, views and public open space.”

Proximity to Downtown/Combating Urban Sprawl

The City’s plan to undertake the renewal of the West Bank area can be viewed as part of the overall effort to revitalize the city’s central business district and to discourage urban sprawl in general. As noted in the 2002 Great Falls Development Authority’s proposal to EPA for Brownfield Assessment grant funds, the redevelopment of “lands that have existing infrastructure...makes good planning sense, and it keeps redevelopment affordable and reduces urban sprawl. It also creates jobs in the city, close to where people live.”

Proximity to Transportation Corridors

The West Bank area is situated along two critical four-lane arterials – Central Avenue West and 3rd Street NW, which provide important links between downtown Great Falls, Interstate 15, the airport and the fairgrounds. The area has experienced increased traffic counts on 3rd Street Northwest and the Northwest Bypass, offering opportunities for successful development. The 2003 *Great Falls Area Transportation Plan* identifies 3rd Street Northwest as a major traffic corridor that is experiencing heavy traffic volumes.

Finally, railroad service is provided on an as needed basis to service Montana Specialty Mills and Montana Refining Company.

Existing and Proposed Area Development

As noted above, the West Bank Urban Renewal District is experiencing a change in land use, from heavy industrial to mixed uses. The new Federal Building, to be located on the former brewery property and the Walgreens Pharmacy, which is under construction in the northern portion of the District, will provide two important anchors for the District. The area is also home to a number of retail and service businesses. Finally, the Montana Expo Park borders the District on the west, providing an important traffic generator, as well as a potential partner in redevelopment efforts.

Challenges

Clean-up of Contaminants

The Third Street Northwest Groundwater Site is located within the West Bank Urban Renewal District and includes the County Shops, Montana Specialty Mills, portions of the BNSF Railway spur and West Bank Park. The Site is listed on the State of Montana’s “Mini- Superfund Sites” because of petrochemical related contamination. Figure 6 shows the contaminated portion of the District.

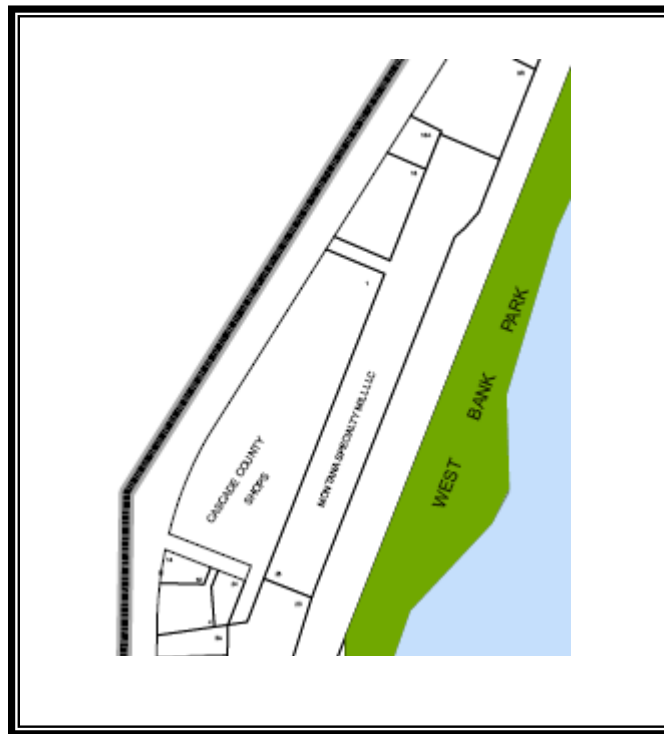


Figure 6. Contaminated Area

Clean-up of these contaminants will occur sequentially. For example, contaminants cannot be removed from West Bank Park until the County Shops and Montana Specialty Mill areas are addressed, because they are the “upstream” source of the pollutants. (See Table 2, Remediation Schedule in Chapter 4.) Redevelopment cannot occur in these areas until clean-up is complete.

Lot Size

Some of the properties within the urban renewal district are too small to accommodate new office or commercial development. Prior to significant redevelopment occurring, some of the smaller parcels of land will have to be consolidated, particularly those at the southern end of the District.

Access

While the District is adjacent to major arterials, access to and within the West Bank area is limited. In addition to the absence of roads, the railroad tracks that run north-south and parallel to the riverfront make it difficult to address the District’s transportation needs of vehicles and pedestrians. In particular, the sidetrack which currently serves Montana Specialty Mills, and which will no longer be needed once the mill is relocated, limits east-west access through a large portion of the District. Overall, the area lacks the necessary infrastructure to link recreational and commercial uses, which will ultimately be key to the successful redevelopment of the District.

Blighted Conditions in the West Bank Urban Renewal District

A Finding of Blight report for the West Bank Urban Renewal District was prepared in November of 2006. The following excerpts provide a general overview of blighted conditions in the District.

Physical deterioration of buildings

Although most of the buildings within the proposed West Bank Urban Renewal District are in use, the area generally has a deteriorating appearance. Many structures are in poor repair and properties are often poorly maintained, cluttered with refuse and waste storage areas.

According to building permit information prepared by the Great Falls Community Development Department, the majority of structures in the proposed district were constructed prior to the 1980s and many were constructed in the 1950s. While age alone does not indicate deterioration, permit information indicates that few major improvements have been made in recent decades.

Inappropriate or mixed uses of land or buildings

The eastern edge of the West Bank Urban Renewal District includes portions of West Bank Park, an important recreation and scenic resource for the City of Great Falls. The park is located adjacent to areas that have been blighted by industrial pollution and refuse storage sites. These detract from and diminish the quality of the park. The District includes a number of retail and service establishments, reflective of the land uses on those properties adjacent to the urban renewal district. The presence of heavy industrial activities in close proximity to these less intensive uses creates incompatibilities associated with industrial noise, odor and dust.

The West Bank Urban Renewal District also includes a small number of homes. The presence of heavy industrial sites in close proximity to residences can result in the devaluation of property over time. A review of residential property values within the district indicates that while the land values have increased slightly, the value of improvements has stagnated between 2000 and 2006.

Public Infrastructure/Defective or Inadequate Street Layout

The sewer and water lines within the district were installed primarily in the 1960's and 1970's to serve the commercial and large industrial users in the area. There are also some large sewer trunk lines which traverse the area from south to north. They are generally in good condition and would be able to accommodate new commercial, office and residential development. (See Appendix C, Public Utilities.) The streets that are in the area serve the perimeter of the planning area well, but are virtually non-existent in the interior, especially on the north end of the district. Access is very poor to the area between the River and the railroad tracks. Of the roads that do exist, some require paving, while others should be realigned. The district is characterized by large industrial and heavy commercial uses and in some cases, there is no public access to individual sites via roads. For example, better access is needed to West Bank Park and the new Federal Building that is slated for construction to the north of Central Avenue West. Overall the interior of the area lacks sidewalks, curbs and gutters, landscaping and adequate lighting.

Unhealthy or Unsafe Conditions

The West Bank Urban Renewal District includes the Third Street Northwest Groundwater Site, which is listed on the Montana Comprehensive Environmental Cleanup and Responsibility Act (CECRA) listing of "Mini-Superfund" priority sites. According to the Montana Department of Environmental Quality, contaminants at the site include benzene, toluene, ethylbenzene, xylene, chlorinated solvents and phenols. (Great Falls Tribune, December 16, 2001)

In 2002, the Great Falls Development Authority applied for and obtained a U.S. Environmental Protection Agency (EPA) Brownfields Assessment Grant as a first step in facilitating the redevelopment of the West Bank area. Brownfields are defined as those properties for which the expansion, redevelopment, or reuse may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. (<http://www.epa.gov/brownfields/>)

The proposal to EPA noted that the potential for in-fill development and reuse of lands in the West Bank area had been “marginalized” by the environmental pollution, creating a “lost opportunity” for reinvestment in the area. (Great Falls Riverfront Redevelopment Project...Final Grant Proposal).

Chapter 4. Goals and Strategies of the West Bank Urban Renewal Plan

This chapter presents the goals and strategies of the West Bank Urban Renewal Plan by category of concern.

Remediation of Environmental Pollutants

The West Bank Urban Renewal District includes the Third Street Northwest Groundwater Site, which is listed on the Montana Comprehensive Environmental Cleanup and Responsibility Act (CECRA) listing of “Mini-Superfund” priority sites. CECRA provides the Montana Department of Environmental Quality with similar authorities as provided under the federal Superfund Act. CECRA ranks these sites as maximum, high, medium, low and operation and maintenance priority based on the severity of contamination at the facility and the actual and potential impacts of contamination to public health, safety, and welfare and the environment. The Third Street Northwest Groundwater Site has been listed with a ranking of medium. (<http://www.deq.state.mt.us/StateSuperfund/index.asp>). According to the Montana Department of Environmental Quality, contaminants at the site include benzene, toluene, ethylbenzene, xylene, chlorinated solvents and phenols. (Great Falls, *Tribune*, December 16, 2001)

In 2002, the Great Falls Development Authority applied for and obtained a U.S. Environmental Protection Agency (EPA) Brownfields Assessment Grant as a first step in facilitating the redevelopment of the West Bank area. Brownfields are defined as those properties for which the expansion, redevelopment, or reuse may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. (<http://www.epa.gov/brownfields/>). The proposal noted that the grant would help “facilitate development through completion of environmental assessments on properties in the area...and would identify the nature and severity of contamination on the properties and allow for the selection of cleanup remedies”. (*Finding of Blight Report*, 2006)

Cascade County is largely responsible for the removal of contaminants from the Third Street Northwest Groundwater Site which includes the site of the County Shops and Montana Specialty Mills (Figure 7). The clean-up of contaminants should occur sequentially. The clean-up phases are summarized below in Table 2. (Commencement dates, as provided by Cascade County, are approximate.)

Table 2. Remediation Schedule for the Third Street Northwest Groundwater Site		
Phase	Corrective Action	Proposed Date of Commencement
I	Remove contaminants from Cascade County Road and Bridge Department Shop (southern end of property)	November, 2007
II	Remove contaminants from Montana Specialty Mills site	Late, 2008
III	Clean-up Burlington Northern Santa Fe Railroad (BNSF) right of way	2009
IV	Clean-up West Bank Park area	2010
V	Remove contaminants from the Cascade County Solid Waste District Shop (northern end of property)	2007-2008
VI	Clean-up northeast area of County Shop	2007-2008

The *Great Falls Growth Policy* notes that Brownfields are currently “dealt with on a case-by-case basis, with clean-up usually funded as part of the cost of redeveloping the property”. The removal of contaminants in the West Bank Urban Renewal District by Cascade County will enable the property to be redeveloped for non-industrial uses. While the City of Great Falls is not responsible for contaminant removal, the Urban Renewal Plan must reflect the timing of clean-up activities.



Figure 7. Montana Specialty Mills

Goal: Foster development in the West Bank Urban Renewal District in phases with respect to the availability of land following the removal of contaminants.

Strategies:

- Communicate regularly with Cascade County to enable the coordination of development activities as contaminants are removed.
- Work with Cascade County in determining an approach to clean-up non-county properties including the BNSF railroad and West Bank Park.

Public Infrastructure Improvements

Sewer and Water Services

The sewer and water lines within the West Bank Urban Renewal District were installed primarily in the 1960's and 1970's to serve the commercial and large industrial users in the area. There are also some large sewer trunk lines which traverse the area from south to north. They are generally in good condition and would be able to accommodate new development. However, due to the lack of streets, curbs and sidewalks in the area, the storm drain system is inadequate and will have to be addressed.

Goal: Ensure that all land uses within the West Bank Urban Renewal District have safe water supplies, environmentally sound wastewater disposal systems, solid waste recycling/collection programs, and stormwater management systems that protect the public health, safety and welfare.” (*Great Falls Growth Policy, 2005*)

Strategies:

- Work with the City of Great Falls Public Works Department to assure that the sewer and water infrastructure is appropriate for the scale and type of proposed development in the West Bank Urban Renewal District.
- Evaluate the current condition of the storm drain system with respect to proposed development within the West Bank Urban Renewal District and make improvements accordingly.

Area Access – Pedestrian and Vehicular

The streets in the area serve the perimeter of the Urban Renewal District well, but are virtually non-existent in the interior, especially on the north end of the District. Access is very poor to the area between the River and the railroad tracks. Of the roads that do exist, some require paving, while others should be realigned. The District is characterized by large industrial and heavy commercial uses and in some cases there is no public road access to individual sites. Better access is needed to West Bank Park and

the new Federal Building that is slated for construction to the north of Central Avenue West. In addition to the absence of roads within the District, it is difficult to access 3rd Street Northwest and Central Avenue West via a left turn from the existing roads within the District. The entire interior of the District lacks sidewalks, curbs and gutters. (*Finding of Blight Report*)

Goal: Provide a safe, efficient, accessible and cost-effective transportation system that offers viable choices for moving people and goods throughout the West Bank Urban Renewal District. (*Great Falls Growth Policy*)

Strategies:

- Identify and construct road system improvements for the West Bank Urban Renewal District that serve existing and proposed uses and address:
 - Access to and within the District
 - Sidewalks/Trails
 - Curbs
 - Gutters and Storm Drains
- Install traffic control signals and other safety features to improve access at appropriate locations.
- Work with BNSF to identify ways to provide access across the railroad right-of-way for both vehicles and pedestrians.
- Work with BNSF to determine the feasibility of removing the sidetrack rail serving Montana Specialty Mills to accommodate better access to the area.
- Provide for pedestrian access to and within the West Bank Urban Renewal District, providing links to Montana ExpoPark, West Bank Park, River's Edge Trail and nearby residential areas.

Park Development

West Bank Park (Figure 8) is an important area and community resource. Protection and enhancement of the Park is a key component in the redevelopment of the West Bank Urban Renewal District. More particularly, the Park is located within the Primary Impact Area, as defined in the *Great Falls Missouri River Urban Corridor Plan* (2004), "which includes those lands that have strong relationships to the river..." The Plan, which was called for in the 1999 *Great Falls City-County Comprehensive Plan* (now the *Great Falls Growth Policy, 2005*) presents a vision for what is possible in this corridor and includes general recommendations for access to the river, trails and the maintenance of public land. A companion document, the *Missouri River Urban Corridor Inventory & Assessment* (September 2002) characterizes existing conditions in the Corridor and makes recommendations for appropriate stabilization and recreational improvements.

The West Bank Park has also been identified by Great Falls Neighborhood Council #2 as an important neighborhood asset that contributes to the quality of life in the area and ties well to the Montana Expo Park. Area property owners have noted that West Bank Park and the riverfront help contribute to adjacent property values and provide an attractive setting for tenants and customers.



Figure 8. West Bank Park (Missouri River Corridor Plan)

Goal: Maintain and Improve West Bank Park within the West Bank Urban Renewal District.

Strategies:

- Prepare and Implement a Park Improvement Plan that addresses:
 - Pedestrian and Vehicular Access
 - Vegetation and Habitat
 - Trail & Pedestrian Use Within the Park
 - Connections to the River's Edge Trail System
 - Park Amenities and Facilities
 - Maintenance
 - Implementation Tools and Resources
- Work with adjacent property owners and developers to address Park access, visual integration with adjoining development/uses, and maintenance.

Area Design Features, Including Lighting and Landscaping

The *Missouri River Urban Corridor Plan* observes that "...there is a hodgepodge of poor quality design elements. In some areas, Quonset hut-style buildings and other structures of little aesthetic or architectural value, a surplus of unattractive and prominent signage, and a lack of unifying design details like street lighting and landscaping have resulted in a chaotic, unappealing environment. Development of this type discourages investment and upgrade to area properties." Design concepts such as buffering, shared open spaces, connection to public spaces, preservation of river views, street trees, and mixed uses are all encouraged to promote area identity, marketability and area vibrancy.

In addition, the *Great Falls Growth Policy* notes that it is the policy of the City to "encourage and promote street tree planting throughout the community and as a matter of policy, consider street trees as public infrastructure with priorities for preservation, replacement and maintenance".

Landscaping undertaken in association with development of streets, sidewalks and trails will serve to enhance the West Bank Urban Renewal District. In addition, the area will need adequate lighting to provide a safe and welcoming environment.

Goal: Urban Renewal Projects should be designed in a manner that is respectful of the area's natural and cultural setting with particular attention to landscaping and lighting.

Strategies:

- Develop and implement an urban tree planting program for the West Bank Urban Renewal District in association with the development of streets and sidewalks and in conjunction with the City Parks & Recreation Department that defines appropriate species, planting cycles and maintenance. Per the *Great Falls Growth Policy*, the City should prepare and implement a comprehensive planting, management and maintenance plan for street trees in the public rights-of-way.
- Identify an appropriate light standard that can be used throughout the District in conjunction with public improvements and private development.
- Encourage the preparation and adoption by area property owners of area-wide development standards to provide for cohesive development with a unique identity. Such standards could be used by developers when preparing plans and by the City's Design Review Board when considering proposed developments. This could be accomplished through the creation of neighborhood conservation overlay district.

Community and Economic Development

The *Great Falls Growth Policy* identifies a series of economic development goals, including the following that directly relate to the West Bank Urban Renewal District. These are:

- Diversify the base economy
- Enhance, strengthen and expand the existing economic base
- Encourage businesses and industries that will utilize existing infrastructure

The redevelopment of the West Bank Urban Renewal District can strengthen the economic base of Great Falls while taking advantage of existing sewer and water infrastructure within the urban core. This approach helps to counter urban sprawl and the associated costs in providing public services.

Fostering Private Development

The West Bank Urban Renewal Plan calls for public improvements in the West Bank Urban Renewal District in support of new investment. The role of the private sector will be critical in the redevelopment process. Private investments made in the area will, in turn, provide the City with the necessary financial resources (via Tax Increment Financing and other mechanisms) to develop public infrastructure that will contribute to the overall revitalization of the area.

This Urban Renewal Plan provides the necessary administrative structure to direct community resources to renewal activities within the District. However, it will be the private sector that undertakes specific site planning and development activities on privately owned lands. To achieve a high quality of design, representatives of private property owners, including Cascade County and area developers will work together to prepare a development master plan that will reflect the following underlying principles:

- ✓ Public access to West Bank Park and other riverfront parks will be incorporated into area design schemes.
- ✓ Lighting, street design and other landscaping features will be consistent throughout the District. Unifying architectural features and signage is also encouraged.
- ✓ Development will be phased in accordance with the contaminated soils clean-up schedule, as developed by Cascade County and the Montana Department of Environmental Quality.

Goal: Encourage thoughtful, well designed private development activity.

Strategies:

- Encourage the preparation of a development master plan for the West Bank District by property owners and developers that recognizes the sequential nature of the removal of pollutants from the area.
- Encourage the preparation of a development master plan that addresses the various sub-areas within the Urban Renewal District as follows:
 - The area to the south of the Cascade County Shops (including the area south of Central Avenue
 - The area that includes both the Cascade County Shops and the Montana Specialty Mills (MSM)
 - The area to the north of the Shops and MSM
- Consider the use of protective covenants in addition to existing zoning provisions to assure high quality development within the area
- Facilitate thoughtful project design that focuses on enhancing and protecting the area's natural and scenic resources
- Work with the private sector to identify public infrastructure needs for the area.
- Work with BNSF to determine the feasibility of removing the sidetrack rail serving Montana Specialty Mills to create more privately-owned land for development
- Foster cooperative efforts among public and private entities to achieve the goals of the Urban Renewal Plan
- Work with property owners and developers to identify opportunities to realign Bay Drive to facilitate redevelopment

Working in Partnership with Downtown

The City's plan to undertake the renewal of the West Bank District is part of an overall effort to revitalize the City's urban core and to discourage urban sprawl in general. The redevelopment of the West Bank District will serve to both expand and enhance Great Falls' urban center. The proposed private and public investment in the West Bank District will enable the City's core business area to encompass both sides of the Missouri River, taking full advantage of this important asset.

Goal: Coordinate the West Bank Urban Renewal program with ongoing efforts to revitalize Downtown Great Falls.

Strategies:

- Coordinate planning efforts between the West Bank District and Downtown.

- Identify joint activities, such as the creation of transportation and recreation services that connect Downtown and the West Bank District.

Historic/Cultural Resources

Historically, the west side of the Missouri River in Great Falls was the home of Montana's largest gasoline refinery, built by the Great Falls Sunburst Oil and Refinery Company. The refinery began operations in early 1923 along the 300 and 400 blocks of 3rd Street Northwest and was subsequently purchased by the California Eastern Oil Company in 1927. Cascade County took possession of the property in 1936 after California Eastern failed to pay gasoline license taxes and associated delinquent fees. By 1938, Cascade County had constructed its road and bridge department shops at the site (Great Falls, *Tribune*, December 16, 2001). The West Bank District also included the site of the former Montana Brewing Company complex, built in 1893-94, just north of Central Avenue West, along the Missouri River. In 1933, it became the malt plant for the Great Falls Breweries, Inc., which closed in 1968. The last remnants of the site were removed in July, 2006 to make way for a new 54,000 square foot Federal Courthouse (*Sun River News*, July 11, 2006).

Today, there are 51 parcels in the West Bank Urban Renewal District, including a small number of residences and a variety of retail and service oriented businesses, such as, a veterinary clinic, J Bar T Tavern, and the Cowboy's Bar. Overall, the West Bank District is undergoing a transition from heavy industrial uses to commercial and retail uses, reflective of development that is occurring on adjacent properties, particularly along 3rd Street NW/SW. As this transition continues, it will be important to take stock of the remaining historic properties and to plan carefully for their interpretation, preservation and appropriate integration into area development. For example, the Montana Cowboy's Association is interested in having the Cowboy's Bar and associated museum placed on the National Register of Historic Places. (See Figure 9, below.) Additionally, the Missouri River and Sacagawea Island are important natural, cultural and historic resources that should be included in any area assessments. Other properties may be eligible for listing as well. Most federal and state grant programs require applicants to address potential impacts on properties eligible for listing in the National Register. An inventory of historic resources would help assure more thoughtful development.

Goal: Assess, preserve and interpret historic and cultural resources within the West Bank Urban Renewal District.

Strategies:

- Conduct an inventory of historic and cultural resources within the West Bank Urban Renewal District
- Work with private property owners to preserve historic sites
- Develop a pedestrian oriented interpretive program to include information concerning:
 - Existing sites of historic or cultural interest
 - Former occupants of the area
 - Environmental history of the area
 - History of the River



Figure 9. Cowboy's Bar

Natural Resources

The Missouri River and the associated West Bank Park are the defining features of the West Bank Urban Renewal District. Not only do these resources make the area more attractive for investment and overall community renewal, but they are intrinsic to the quality of life in the City of Great Falls and the surrounding region. They offer scenic and recreational opportunities for both residents and visitors to Great Falls.

The area along the River has undergone a significant transition. As recently as 20 years ago, the current West Bank Park was the site of a construction waste dump. The area was “reclaimed” through a major effort to remove the waste and restore the river front area, providing an important recreation resource for the people of Great Falls. The Park is now part of the city wide park system and a key component of the public corridor along the Missouri River.

The Missouri River Urban Corridor Plan identifies guiding principles and “communicates a vision for economic vitality” associated with the River while, at the same time recognizing “that the River is a vital part of a large ecosystem and that the environmental integrity of the River must be protected.” The following Urban Renewal Plan Goal is taken directly from the *Missouri River Urban Corridor Plan*.

Goal: Promote beneficial, sustainable economic development that utilizes the River as an amenity while preserving and enhancing its ecological integrity and asset values.

Strategies

- Restore, enhance and protect water quality, natural shoreline vegetation and wetlands in association with improvements to West Bank Park and the River’s Edge Trail
- Assure that the environmental health of the River will not be compromised by development
- Work with property owners to develop shoreline protection programs in conjunction with their development activities

Chapter 5. Planning Approach – The Defining Elements

The design and implementation of the West Bank Urban Renewal Plan is being undertaken in a manner that is reflective of sound public policy and thoughtful planning. To this end, a number of “defining” elements have been identified that will characterize the projects and activities undertaken in connection with the revitalization and redevelopment of the West Bank area.

Sub Area Planning – Phased Development

The West Bank Urban Renewal District is likely to be developed in stages. The sequential nature of the removal of contaminants from the area currently occupied by the County Shops and Montana Specialty Mills will dictate, to some extent, which lands are redeveloped first. Given that the removal of contaminants will not be completed for approximately three years, the areas to the north and south of the Third Street Northwest Groundwater Site will likely be developed first. The building of the new Federal Courthouse to the south and the new Walgreens Pharmacy to the north provide examples of likely development patterns. Private development and public infrastructure improvements should be designed in a manner that will allow for phased implementation.

Thoughtful Design

The location of the West Bank Urban Renewal District, adjacent to the Missouri River and West Bank Park, requires that projects are designed in a manner that is sensitive to the area’s natural resources. The River and the Park add value to the lands within the District by providing an aesthetically pleasing environment within which reinvestment can occur. Urban renewal projects should serve to complement these resources rather than create a development pattern that diminishes their value. Thoughtful, well-designed development will, in turn, enhance the natural setting, drawing additional investment.

Intergovernmental Cooperation

The successful implementation of the West Bank Urban Renewal Plan will rely on cooperation between the City of Great Falls, Cascade County and the State of Montana. Cascade County, over the next several years, will be working with the Montana Department of Environmental Quality to address contaminated soils in the central portions of the West Bank Urban Renewal District. Following clean-up, the County will exercise its options regarding redevelopment of its properties. It will be important for Cascade County to be involved with other property owners in the West Bank Urban Renewal District, as well as the City of Great Falls in planning for the District’s redevelopment. The County’s participation in the development master planning

process for the area will be particularly critical. The proximity of the Montana Expo Park with the Renewal District is also a key factor in redevelopment. The Expo Park provides an important area asset that can help contribute to the District's revitalization.

Public Investment

The revitalization of the West Bank Urban Renewal District will require cooperation between the public and private sectors. As noted above, the City of Great Falls intends to invest in public infrastructure improvements in order to foster private investment. Public improvement projects will be undertaken in support of private development and with respect to area master plans developed by area property owners and investors. Funding for public infrastructure improvements will come from a number of sources including, but not limited to Tax Increment Financing (TIF). Specific projects will be undertaken in accordance with the Montana Urban Renewal Law, 7-15-42 and 7-15-43, MCA.

Planning Consistency

Conformity with the Growth Policy

This Urban Renewal Plan must conform to the Great Falls, *Growth Policy*, adopted in 2005, per 7-15-4213, MCA. Where appropriate, specific reference has been made to the *Growth Policy*, particularly in Chapter 4 of this Plan. *On February 27, 2007, the Great Falls City Planning Board reviewed this Urban Renewal Plan and found it to be in conformance with the Growth Policy, per statutory requirements.*

Other Planning Documents

In the preparation of the West Bank Urban Renewal Plan, a variety of other planning documents were consulted to assure that the Urban Renewal Plan would work in concert with other efforts to plan for the future of Great Falls. These included:

- Missouri River Urban Corridor Inventory and Assessment (2002)
- Great Falls Area Transportation Plan (2003)
- Missouri River Urban Corridor Plan (2004)

Chapter 6. Implementation

The West Bank Urban Renewal Plan sets a direction for redevelopment and revitalization of the West Bank Urban Renewal District. Upon its adoption, this Plan will serve as the official policy guide for public action. However, these policies can only be transformed to action through an effective implementation program. Key to implementation will be sound processes of administration, financing and program evaluation.

Administration

The administration of the redevelopment effort outlined in this plan will be the responsibility of the Great Falls City Commission. Under 7-15- 4232, the City Commission may choose to create a separate urban renewal agency or authorize an existing department to implement this Urban Renewal Plan. However, it is the intent of the Commission to retain the responsibility and authority for administering the West Bank Urban Renewal Program. Various city departments will be authorized by the Commission to undertake specific tasks associated with implementation as necessary.

Each year the City of Great Falls, or the authorized department will prepare an annual work program and budget and will list the activities and costs of the activities for the coming fiscal year, as well as the method of financing those activities. This program and budget may be amended during the course of the fiscal year, in light of funding and program changes. All budgets and revised budgets shall be reviewed and approved by the City of Great Falls. Urban renewal activities undertaken by the City of Great Falls will be in accordance with Montana State statute. (See specific provisions below.)

7-15-4233. Powers which may be exercised by urban renewal agency or authorized department. (1) In the event the local governing body makes such determination, such body may authorize the urban renewal agency or department or other officers of the municipality to exercise any of the following urban renewal project powers:

- (a) to formulate and coordinate a workable program as specified in [7-15-4209](#);
- (b) to prepare urban renewal plans;
- (c) to prepare recommended modifications to an urban renewal project plan;
- (d) to undertake and carry out urban renewal projects as required by the local governing body;
- (e) to make and execute contracts as specified in [7-15-4251](#), [7-15-4254](#), [7-15-4255](#), and [7-15-4281](#), with the exception of contracts for the purchase or sale of real or personal property;
- (f) to disseminate blight clearance and urban renewal information;
- (g) to exercise the powers prescribed by [7-15-4255](#), except the power to agree to conditions for federal financial assistance and imposed pursuant to federal law relating to salaries and wages shall be reserved to the local governing body;
- (h) to enter any building or property in any urban renewal area in order to make surveys and appraisals in the manner specified in [7-15-4257](#);
- (i) to improve, clear, or prepare for redevelopment any real or personal property in an urban renewal area;
- (j) to insure real or personal property as provided in [7-15-4258](#);
- (k) to effectuate the plans provided for in [7-15-4254](#);
- (l) to prepare plans for the relocation of families displaced from an urban renewal area and to coordinate public and private agencies in such relocation;
- (m) to prepare plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements;
- (n) to conduct appraisals, title searches, surveys, studies, and other preliminary plans and work necessary to prepare for the undertaking of urban renewal projects;
- (o) to negotiate for the acquisition of land;
- (p) to study the closing, vacating, planning, or replanning of streets, roads, sidewalks, ways, or other places and to make recommendations with respect thereto;
- (q) to organize, coordinate, and direct the administration of the provisions of this part and part 43;
- (r) to perform such duties as the local governing body may direct so as to make the necessary arrangements for the exercise of the powers and performance of the duties and responsibilities entrusted to the local governing body.

(2) Any powers granted in this part or part 43 that are not included in subsection (1) as powers of the urban renewal agency or a department or other officers of a municipality in lieu thereof may only be exercised by the local governing body or other officers, boards, and commissions as provided under existing law.

Program Funding

Tax Increment Financing Provision

The implementation of the West Bank Urban Renewal Plan will include the use of Tax Increment Financing (TIF). Under Section 7-15-4282 of the Montana Urban Renewal Law communities may establish tax increment districts for the purposes of revitalizing blighted neighborhoods and central business districts. Tax increment financing directs new property tax dollars resulting from increases in the market value of real property to the area where the real property is located. The base property tax (before any improvements to real property) continues to be distributed to the local governments and school districts. However, tax dollars that accrue from increases in property values (from rehabilitation, new construction, etc.) are available for urban renewal projects as defined by the Montana Urban Renewal Law. More particularly, costs which may be paid using TIF dollars are included in 7-15-4288, MCA. (See Appendix D.)

A tax increment program is authorized for 15 years or longer if the tax increment revenue is pledged to the payment of tax increment bonds. 7-15-4289, MCA provides for the use of tax increments for bond payments. The tax increment may be pledged to the payment of the principal of premiums, if any, and interest on bonds which the municipality may issue for the purpose of providing funds to pay such costs.

The City of Great Falls will establish a Tax Increment Financing program for the West Bank Urban Renewal District, as defined in Chapter 2 of this Urban Renewal Plan. The base year for the purposes of measuring any incremental value will be January 1, 2007.

Per 7-15-4291, MCA, the City of Great Falls may enter into agreements with the other affected taxing bodies to remit to such taxing bodies any portion of the annual tax increment not currently required for the payment of the costs listed in 7-15-4288, MCA or pledged to the payment of the principal of premiums, if any, and interest on bonds.

Other Financing Mechanisms

There are a number of financial assistance programs that can be used in the revitalization of the West Bank Urban Renewal District in addition to Tax Increment Financing. Financing strategies for addressing urban renewal needs identified in this Plan will likely include combining various funding sources. For example, a local special improvement district might be used in combination with a Montana Board of Investment Intercap loan to match federal or state dollars. The following is a summary of programs available to fund urban renewal projects

Transportation Infrastructure

This section describes funds and funding sources that are available to finance urban renewal transportation related projects. These funding methods, such as local option taxes, improvement districts and other types of bonds, enable local citizens to participate in funding projects. In general, however, the ability to use additional property tax levies to fund urban renewal is governed by Montana Statute under 15-10-402 MCA that limits taxes to 1996 levels.

A. Bridge and Road Mills (Property Taxes)

Montana law provides for cities (7-14-4101, MCA) to manage transportation infrastructure. Counties are specifically responsible for all the bridges in a county, including those within cities and towns, except those managed by the Montana Department of Transportation. Municipalities may establish a city road fund under 7-14-4113 MCA.

B. Transportation Improvement Authority

Established under 7-14-1001, MCA, the purpose of a transportation improvement authority is to blend the interests of local, state, and federal governments with the interests of the general public and the business community to build, modify, or improve transportation facilities and systems within its jurisdiction. A county and a municipality within a county may, by joint resolution, create a transportation improvement authority. The Authority may enter into contracts and accept local, state, federal and private funds to undertake transportation projects.

C. Community Transportation Enhancement Program

Under 23 USC 133 (d) (2) (Federal Code) 10 percent of the Surface Transportation Program monies are awarded to each state for transportation enhancements. Montana is unique in that enhancements are made available to communities under the Community Transportation Enhancement Program (CTEP) administered by the Montana Department of Transportation. The MDT distributes these funds for all counties and cities that are 1st, 2nd, and 3rd class cities, and tribal governments. Local governments are responsible for providing the required 13 percent of project costs as non-federal match for their transportation enhancement projects.

In order to receive funding, transportation enhancement projects must be included in the local Transportation Improvement Program (TIP) and the Statewide Transportation Improvement Program. Eligible CTEP categories include:

- Pedestrian and bicycle facilities
- Historic preservation

- Acquisition of scenic easements and historic or scenic sites
- Archaeological planning and research
- Mitigation of water pollution due to highway runoff or reduce vehicle-caused
- Wildlife mortality while maintaining habitat connectivity
- Scenic or historic highway programs including provisions of tourist and welcome center facilities
- Landscaping and other scenic beautification
- Preservation of abandoned railway corridors (including the conversion and use for bicycle or pedestrian trails)
- Rehabilitation and operation of historic transportation buildings, structures or facilities (including railroads)
- Control and removal of outdoor advertising
- Establishment of transportation museums
- Provisions of safety and educational activities for pedestrians and bicyclists

Projects addressing these categories and that are linked to the transportation system by proximity, function or impact, and where required, meet the "historic" criteria, may be eligible for enhancement funding. For example, where an historic bridge must be replaced because of structural deficiencies, enhancement funds might be used to preserve the original bridge as part of an interpretive trail.

D. State Fuel Tax

Under 15-70-101, MCA, Montana assesses a tax of \$.27 per gallon on gasoline and diesel fuel used for transportation purposes. Each incorporated city and town receives a portion of the total tax funds allocated to cities and towns based on:

- 1) The ratio of the population within each city and town to the total population in all cities and towns in the State;
- 2) The ratio of the street mileage within each city and town to the total street mileage in all incorporated cities and towns in the State. The street mileage is exclusive of the Interstate, National Highway, and Primary Systems.

All fuel tax funds allocated to city governments must be used for the construction, reconstruction, maintenance, and repair of rural roads or city streets and alleys. Priorities for the use of these funds are established by the cities receiving them.

Debt Financing – All Types of Projects

Cities can make use of various kinds of debt financing to fund urban renewal projects. These include general obligation bonds, special improvement district bonds and

revenue bonds as well as Tax Increment Financing Bonds. Debt financing enables local governments to finance major infrastructure projects using future revenue from special assessments, user fees, and other forms of revenue. Under 7-7-4101, MCA, a city or town council has power to incur indebtedness by borrowing money, issuing bonds, issuing notes, entering into leases, entering into lease-purchase agreements, or entering into installment purchase contracts for the following purposes:

- (1) acquiring land for and designing and erecting public buildings;
- (2) acquiring land for and designing and constructing sewers, sewage treatment and disposal plants, waterworks, reservoirs, reservoir sites, and lighting plants;
- (3) supplying the city or town with water by contract and the construction or purchase of canals or ditches and water rights for supplying the city or town with water;
- (4) designing and constructing bridges, docks, wharves, breakwaters, piers, jetties, and moles;
- (5) acquiring, opening, or widening any street and improving the street by constructing, reconstructing, and repairing pavement, gutters, curbs, and vehicle parking strips and to pay all or any portion of the cost relating to the project;
- (6) purchasing or leasing fire apparatus, street and other equipment, and personal property, including without limitation, vehicles, telephone systems, and photocopy and office equipment, including computer hardware and software;
- (7) building, purchasing, designing, constructing, and maintaining devices intended to protect the safety of the public from open ditches carrying irrigation or other water;
- (8) funding outstanding warrants and maturing bonds; and
- (9) repaying tax protests lost by the city, town, or other municipal corporation.

The local government incurs various administrative costs in conjunction with issuing bonds. These costs include the retention of legal counsel and financial consultants, the establishment of reserve funds and the preparation of the prospectus and various required documents. These bonds provide tax-free interest earnings to purchasers and are therefore subject to detailed scrutiny under both state and federal law. The citations in the Montana Code are listed below, for each type of bond described.

A. *Special Improvement Districts*

Under 7-12-4101, MCA, cities and towns can create special improvement districts for a number of activities including:

- The acquisition, construction or reconstruction of public streets and roads
- The acquisition, construction or reconstruction of sidewalks, culverts, bridges, gutters, curbs, steps and parks including the planting of trees

- The construction or reconstruction of sewers, ditches, drains, conduits, and channels for sanitary or drainage purposes, with outlets, cesspools, manholes, catch basins, flush tanks, septic tanks, connecting sewers, ditches, drains, conduits, channels, and other appurtenances
- The construction of sewer and water systems including fire hydrants
- The acquisition and improvement of land to be designated as public park or open-space land
- The conversion of overhead utilities to underground locations in accordance with 69-4-311 through 69-4-314, MCA
- The purchase, installation, maintenance, and management of alternative energy production facilities

B. General Obligation Bonds

General obligation bonds are backed by the full faith and credit of the city and must be approved by the voters in an election. General obligation bonds are generally payable from ad valorem taxes (based on the value of property) and expressed in mills. General obligation bonds are attractive to bond buyers because they have voter approval and are not as vulnerable to fluctuations in revenue. Cities are assigned a bond debt limit based on a percentage of taxable valuation. General obligation bonds must fall within this limit.

C. Revenue Bonds

Under 7-7-4401, MCA, a city or town may issue revenue bonds to finance any project or activity authorized

Railroad Crossing Related Programs

A. STPRP - Rail/Highway Crossing Protective Devices Program

The purpose of the Federal Rail/Highway Crossing – Protective Devices Program is to identify high hazard rail crossing sites and install new rail crossing signals. MDT's Rail - Highway Safety manager is responsible for surveying, identifying and prioritizing those railroad crossings that require new protective devices or upgrading of existing devices. The funds are distributed on a statewide basis determined by a priority list ranked by a hazard index. The Federal/State ratio is 90% Federal and 10% State.

B. STPRR - Rail/Highway Crossing Elimination of Hazard Program

The purpose of the Federal Rail/Highway Crossing – Elimination of Hazard Program is to identify high hazard rail crossing sites and construct new rail/highway grade crossings. The program also uses funds to rehabilitate existing grade separations.

Grade separation projects are funded with 90% Federal funds and 10% State funds. Since funding for this program is limited, STPRR funds are often used in combination with other Federal funding sources to fund costly grade separation projects.

Eligible expenditures include the separation or protection at grade crossings, reconstruction of existing crossings and relocation of highways to eliminate crossings.

Projects for this program are selected by identifying those sites where only a grade separation will eliminate an identified hazard or where an existing grade separation exists but needs rehabilitation or replacement.

Funding for Public Improvements (Sewer, Water, Roads, Community Facilities, Parks)

A. Treasure State Endowment Program ~ Montana Department of Commerce

The Montana Treasure State Endowment Program (TSEP) is a state-funded program, authorized under 90-6-701 through 710, MCA, and is administered by the Montana Department of Commerce (MDOC). It is designed to assist local governments in financing capital improvements to sewer and water facilities. Funds are derived from the Montana coal severance tax and made available to local governments as matching grants, loans and grant/loan combinations. TSEP also provides matching grants of up to \$15,000 to local governments for preliminary engineering study costs.

TSEP funds may not be used for annual operation and maintenance; the purchase of non-permanent furnishings; or for refinancing existing debt, except when required in conjunction with the financing of a new TSEP project. Grant requests cannot exceed \$500,000 and the local government must typically provide a dollar for dollar match that can include other grant funds. Matching funds can be public or private funds provided by a TSEP applicant to directly support the cost of eligible project activities. There are a number of ways in which local governments can provide matching funds for bridge projects. Eligible types of matching funds include:

- local general funds or other cash;
- proceeds from the sale of general obligation, revenue, special assessment or other bonds;
- entitlement or formula-based federal or state funds such as federal highway funds or payments in lieu of taxes;
- loan or grant funds from a state or federal program (including TSEP loans);
- funds expended for engineering studies, reports, and plans, or other reasonable expenses expended for the preparation of the application, directly related to the proposed project during the period 24 months prior to the TSEP application deadline;

- funds expended after the TSEP application deadline, but before being approved by the Legislature, for project management, final engineering design, and other reasonable expenses necessary to prepare the project as proposed in the TSEP application for the construction phase;
- the value of land or materials provided by the applicant, if appraised within a two-year period preceding the application deadline. The appraisal must be:
 - an impartially written statement that adequately describes the land or materials, and states an opinion of defined value as of a specific date;
 - supported by an analysis of relevant market information; and
 - prepared by a qualified appraiser independent from the applicant.
- the value of labor performed by the applicant's employees on the proposed project, after the TSEP project has been approved for funding and a TSEP contract has been signed, as long as the employee is paid at his or her standard hourly rate of pay and the time worked is adequately documented; and
- the value of machinery used in the process of constructing the project that is owned (or leased) and operated by the applicant. The value of the use of the machinery will be determined using the Federal Emergency Management Agency (FEMA) equipment rate schedules.

B. The Montana Intercap Program ~ Montana Board of Investments

The INTERCAP Program is a low cost, variable-rate program that lends money to Montana local governments, state agencies and the university system for the purpose of financing or refinancing the acquisition and installation of equipment or personal and real property and infrastructure improvements. The Board of Investments issues tax-exempt bonds and loans the proceeds to eligible borrowers. In addition to long-term financing, INTERCAP is an excellent source for interim financing.

Funding is always available with no specific cycle. Allocations of \$200,000 and under are considered and approved by the Board of Investments staff. Allocations in excess of \$200,000 are considered and approved by the Board. Funds are released on an on-going basis as the project is completed. The program provides loans at a variable rate plus a one percent loan origination fee on loans over one year and for a term of 5 or 10 years depending on the borrower's legal authority. Short-term loans of less than a year are also available. Interest and principal payments are due bi-annually (February 15 and August 15 of each year). Loans may be pre-paid without penalty with 30 days notice. Types of financing include installment purchase loans, general fund loans, general obligation bonds, revenue bonds and special improvement district and rural improvement district bonds. Gas tax revenues may not be used to service debt. Projects that will use rural improvement district payments to cover the annual debt are

limited to a total loan of \$300,000. Intercap funds may be used in association with other grant and loan programs as well as local sources.

C. Community Development Block Grant (CDBG)- US Department of Urban Development (HUD)

This program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; [42 U.S.C.-5301 et seq.](#)

HUD awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services.

Entitlement communities develop their own programs and funding priorities. However, grantees must give maximum feasible priority to activities which benefit low- and moderate-income persons. A grantee may also carry out activities which aid in the prevention or elimination of slums or blight. Additionally, grantees may fund activities when the grantee certifies that the activities meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. CDBG funds may not be used for activities which do not meet these broad national objectives.

Eligible grantees are as follows:

- principal cities of Metropolitan Statistical Areas (MSAs);
- other metropolitan cities with populations of at least 50,000; and
- qualified urban counties with populations of at least 200,000 (excluding the population of entitled cities) are entitled to receive annual grants.

HUD determines the amount of each entitlement grant by a statutory dual formula which uses several objective measures of community needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth lag in relationship to other metropolitan areas. CDBG funds may be used for activities which include, but are not limited to:

- acquisition of real property;
- relocation and demolition;
- rehabilitation of residential and non-residential structures;
- construction of public facilities and improvements, such as water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes;
- public services, within certain limits;
- activities relating to energy conservation and renewable energy resources; and
- provision of assistance to profit-motivated businesses to carry out economic development and job creation/retention activities.

D. Public Works Program ~ Economic Development Administration

The Economic Development Administration (EDA) is an agency within the U.S. Department of Commerce. The purpose of the Public Works Program is to assist communities with the funding of public works and development facilities that contribute to the creation or retention of private sector jobs and to the alleviation of unemployment and underemployment. Such assistance is designed to help communities achieve lasting improvement by stabilizing and diversifying local economies, and improving local living conditions and the economic environment of the area.

Grants are awarded up to a participation level of 80 percent but the average EDA grant covers approximately 50 percent of project costs. Acceptable sources of match include cash, local general obligation or revenue bonds; Community Development Block Grants, TSEP grants and loans, entitlement funds, Rural Development loans; and other public and private financing, including donations.

Projects must result in private sector job and business development in order to be considered for funding. Eligible applicants under this program include any state, or political subdivision thereof, Indian tribe (and other U.S. political entities), private or public nonprofit organization or association representing any redevelopment area if the project is within an EDA-designated redevelopment area. Redevelopment areas, other than those designated under the Public Works Impact Program must have a current EDA-approved Overall Economic Development Program (OEDP) in place.

E. Water, Wastewater and Solid Waste Action Coordinating Team

In 1982, a group of professionals from state, federal, and non-profit organizations that finance, regulate, or provide technical assistance for community water and wastewater systems, decided to start meeting in order to coordinate and enhance their efforts. This group calls itself the "Water, Wastewater and Solid Waste Action Coordinating Team"

or W2ASACT for short. W2ASACT meets several times a year to find ways to improve our state's environmental infrastructure. All of the programs represented in W2ASACT have different missions and meet unique needs. However, it has been the common elements shared by the funding programs that have been the driving force of W2 SACT. These programs provide money (grants or loans), take applications from communities to fund their projects, and administer those monies once the project is funded. While W2ASACT cannot change all of the state or federal requirements, it can identify unnecessary duplication of requirements that make compliance difficult for communities.

Voluntary Programs

In some cases, homeowner associations, business groups or other property owners may finance urban renewal projects voluntary basis.

West Bank Urban Renewal Program Evaluation

The West Bank Urban Renewal Plan will be evaluated on a yearly basis in conjunction with the preparation of the annual report. Measures that may be used in evaluating program success include:

- Increases in the property tax base
- Creation of jobs within the Urban Renewal District
- Elimination of blighted conditions
- The extent of redevelopment in previously contaminated areas
- Use of the public spaces within the District including the West Bank Park and the riverfront trail system

Success will also be measured in terms of the overall guiding principles noted in Chapter 1 of this plan and restated here:

- The plan for the West Bank Urban Renewal District should foster economic development and job creation.
- The improvement of the overall environmental quality of the West Bank Urban Renewal District is critical.
- Protection and enhancement of West Bank Park and the Missouri River, which form the eastern boundary of the District are key in the redevelopment of the West Bank Urban Renewal District.

The plan provides flexibility to accommodate a variety of approaches. However, changes over time may necessitate more formal amendments to the Urban Renewal Plan. The Urban Renewal Plan may be modified by ordinance under 7-15-4221, MCA.



Figure 10. Urban Renewal Area from the north

APPENDIX A. RESOLUTION OF BLIGHT

RESOLUTION 9626

A RESOLUTION DECLARING A BLIGHTED AREA EXISTS WITHIN THE CITY OF GREAT FALLS, MONTANA AND THAT THE REDEVELOPMENT OF THAT AREA IS NECESSARY IN THE INTEREST OF PUBLIC HEALTH, SAFETY, AND WELFARE OF THE RESIDENTS OF GREAT FALLS AND TO DETERMINE THE BOUNDARIES OF THAT AREA

WHEREAS, the State of Montana has provided for the redevelopment of those portions of its cities which constitute a menace to public health and safety, constitute an economic and social liability and substantially impair the sound growth of a municipality; and,

WHEREAS, the procedure provided in Title 7, Chapter 15, Parts 42 and 43 of the Montana Codes Annotated authorizes municipalities to exercise statutory urban renewal powers for redevelopment and rehabilitation through urban renewal plans and projects, after the municipality has made a finding that a blighted area exists that substantially impairs or arrests the sound growth of the city or its environs; retards the provision of housing accommodations; constitutes an economic or social liability and/or is detrimental or constitutes a menace to the public health, safety, welfare, and morals in its present condition and use; and,

WHEREAS, on November 8, 2006, the City Commission directed the study to determine the existence of blight within the urban area; and,

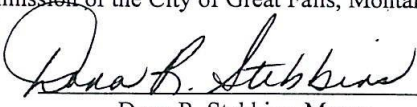
WHEREAS, the City of Great Falls has conducted the study (attached as Exhibit "A" to this Resolution) to determine the existence of blight in an area known as the West Bank and generally described as bounded on the West by 3rd Street NW/SW, on the East by the center line of the Missouri River, on the North by a point just north of 14th Avenue NW and on the South by a point just south of 5th Avenue SW and excludes any unincorporated property, as of October 2006, and in particular found:


- 1. Physical deterioration of buildings and properties
 - o Many of the structures in the defined area are in poor repair and properties are poorly maintained. Building permit information indicates that the majority of existing structures have not been substantially improved for at least twenty years.
- 2. Inappropriate or mixed uses of land or buildings
 - o The presence of existing heavy industrial uses within the defined area is incompatible with retail, commercial, residential and parkland development. This land use conflict has proven to be a disincentive to the improvement of properties within the area by private enterprise.
- 3. Defective street layout
 - o Much of the area is without streets, sidewalks, curbs, or gutters resulting in poor traffic circulation and storm drainage problems.
- 4. Unsanitary and unsafe conditions
 - o Portions of the defined area are included in the list of priority sites maintained by the Montana Department of Environmental Quality under the Comprehensive Environmental Cleanup and Responsibility Act (CECRA) and are designated a Brownfield site as defined by the U.S. Environmental Protection Agency. Contamination on the site is associated with historic industrial activity and has affected both the soil and groundwater and threatens to contaminate the Missouri River.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA;

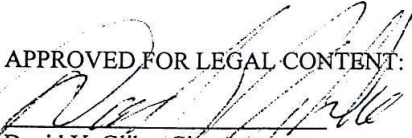
That the City Commission finds that blight exists within the City of Great Falls in the area described in Exhibit "A" of this Resolution under the definition contained in Section 7-15-4206 (2), M.C.A. and that rehabilitation and redevelopment of such area (pursuant to the Montana Urban Renewal Law) is necessary and desirable in the interest of the public health, safety, and welfare of the residents of the City of Great Falls and that this rehabilitation and redevelopment be made with a commitment to quality improvement and a commitment to property owner and community involvement in decision making.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 5th day of December, 2006.


Dona R. Stebbins, Mayor

ATTEST:

Peggy J. Bourne, City Clerk

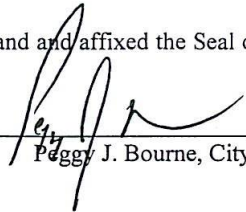
(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

David V. Gliko, City Attorney

State of Montana)
County of Cascade :ss
City of Great Falls)

I, Peggy J. Bourne, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution 9626 was placed on its final passage by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 5th Day of December, 2006, wherein it was approved by said Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 5th day of December, 2006.

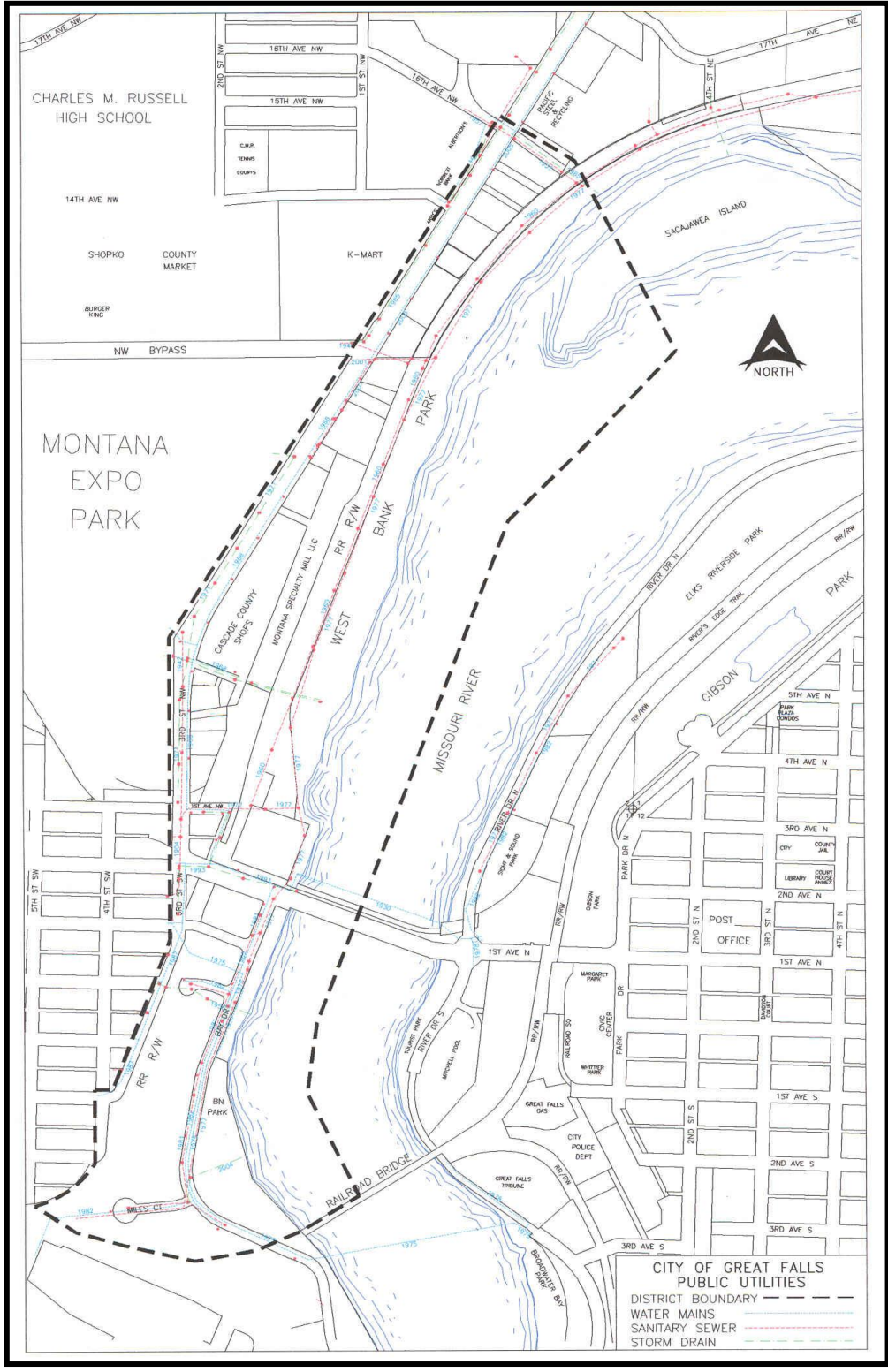

Peggy J. Bourne, City Clerk

(SEAL OF CITY)

APPENDIX B – WEST BANK URBAN RENEWAL DISTRICT PARCEL DATA

OWNER OF RECORD	BUSINESS NAME/OCCUPANCY	STREET
GRH GLENWOOD LLC ETAL	WALGREENS (under construction)	3RD ST NW
CITY OF GREAT FALLS	SACAJAWIA ISLAND	
GRH GLENWOOD LLC ETAL	WALGREENS (under construction)	
GRH GLENWOOD LLC ETAL	WALGREENS (under construction)	3RD ST NW
ROGERS JEWELERS INC ETAL	ROGERS JEWELERS	3RD ST NW
BYPASS PROPERTY LLC (Outside City Limits)	BREEN OIL COMPANY	3RD ST NW
HENDERSON MICHAEL S & WILLIAM L	JOHNSON DISTRIBUTING	3RD ST NW
HENDERSON MICHAEL S & WILLIAM L		3RD ST NW
HENDERSON MICHAEL S ETAL		3RD ST NW
HENDERSON MICHAEL S ETAL		3RD ST NW
HILL RUSSELL & CATHERINE B		3RD ST NW
STOCKMAN BANK OF MONTANA	STOCKMAN BANK OF MONTANA	3RD ST NW
KRALICH JOANNE		
MONTANA SPECIALTY MILLS LLC	MONTANA SPECIALTY MILLS LLC	3RD ST NW
JOHNSON MOLLIE L ETAL	J BAR T INC	3RD ST NW
CASCADE COUNTY	CASCADE COUNTY SHOP COMPLEX	3RD ST NW
MONTANA COWBOYS ASSOCIATION INC	COWBOY'S BAR	3RD ST NW
MONTANA COWBOYS ASSN INC	COWBOY'S BAR	3RD ST NW
MONTANA COWBOYS ASSOCIATION	COWBOY'S BAR	4TH AVE NW
TALCOTT JAMES CONSTRUCTION INC		1ST AVE NW
FALLCAMP LLC		3RD ST NW
MITCHELL DEVELOPMENT & INVESTMENTS LLC		CENTRAL AVE W
FALLCAMP LLC		
FALLCAMP LLC		3RD ST NW
TALCOTT PROPERTIES LLC		3RD ST NW
TALCOTT JAMES CONSTRUCTION CO		
BURLINGTON NORTHERN SANTA FE RAILROAD CO	RIGHT OF WAY	BAY DR
CITY OF GREAT FALLS (West Bank Park - South End)	WEST BANK PARK	PARK-WEST BANK
SCHUMAN HENRY & ALICE		3RD ST NW
HIGH PLAINS PIZZA INC		3RD ST NW
MYHRE ADVERTISING		CENTRAL AVE W
MONTANA DEPT OF TRANSPORTATION	RIGHT OF WAY	
BUMBARGER FRED & PATRICIA S	PAYLESS FURNITURE	CENTRAL AVE W
HOLMAN GRAIN (Brick Building)		BAY DR
JORGENSEN ROBERT F JR		2ND AVE SW
HOLMAN GRAIN COMPANY		
HOLMAN GRAIN COMPANY		BAY DR
OKSNESS BERT		2ND AVE SW
BN LEASING CORPORATION		
ROBERTSON ENTERPRISES LLC		BAY DR
MARTIN JOHN L		2ND AVE SW
CITY OF GREAT FALLS (BN Park)	BN PARK	PARK-GARDEN HOME
BN LEASING CORPORATION		BAY DR
BURLINGTON NORTHERN SANTA FE RAILROAD CO		
MONTANA ELECTRIC COOPERATIVES ASSO ETAL	MONTANA ELECTRIC COOPERATIVES ASSOC.	BAY DR
BURLINGTON NORTHERN SANTA FE RAILROAD CO		BAY DR
BN LEASING CORPORATION		
BN LEASING CORPORATION		MILES CT
BN LEASING CORPORATION		
BN LEASING CORPORATION		
BN LEASING CORPORATION		
CITY OF GREAT FALLS (West Bank Park - North End)	WEST BANK PARK	

APPENDIX C. PUBLIC UTILITIES IN THE WEST BANK URBAN RENEWAL DISTRICT



APPENDIX D

ALLOWABLE USES OF TAX INCREMENT FUNDS




(Note: This is under revision by the 2007 Montana Legislature)

7-15-4288. Costs that may be paid by tax increment financing. The tax increments may be used by the municipality to pay the following costs of or incurred in connection with an urban renewal project, industrial infrastructure development project, technology infrastructure development project, or aerospace transportation and technology infrastructure development project:

- (1) land acquisition;
- (2) demolition and removal of structures;
- (3) relocation of occupants;
- (4) the acquisition, construction, and improvement of infrastructure, industrial infrastructure, technology infrastructure, or aerospace transportation and technology infrastructure that includes streets, roads, curbs, gutters, sidewalks, pedestrian malls, alleys, parking lots and offstreet parking facilities, sewers, sewer lines, sewage treatment facilities, storm sewers, waterlines, waterways, water treatment facilities, natural gas lines, electrical lines, telecommunications lines, rail lines, rail spurs, bridges, spaceports for reusable launch vehicles with associated runways and launch, recovery, fuel manufacturing, and cargo holding facilities, publicly owned buildings, and any public improvements authorized by parts 41 through 45 of chapter 12, parts 42 and 43 of chapter 13, and part 47 of chapter 14 and items of personal property to be used in connection with improvements for which the foregoing costs may be incurred;
- (5) costs incurred in connection with the redevelopment activities allowed under [7-15-4233](#);
- (6) acquisition of infrastructure-deficient areas or portions of areas;
- (7) administrative costs associated with the management of the urban renewal area, industrial district, technology district, or aerospace transportation and technology district;
- (8) assemblage of land for development or redevelopment by private enterprise or public agencies, including sale, initial leasing, or retention by the municipality itself at its fair value;
- (9) the compilation and analysis of pertinent information required to adequately determine the infrastructure needs of secondary, value-adding industries in the industrial district, the needs of a technology infrastructure development project in the technology district, or the needs of an aerospace transportation and technology infrastructure development project in the aerospace transportation and technology district;
- (10) the connection of the urban renewal area, industrial district, technology district, or aerospace transportation and technology district to existing infrastructure outside the district;
- (11) the provision of direct assistance, through industrial infrastructure development projects, technology development projects, or aerospace transportation and technology infrastructure development projects, to secondary, value-adding industries to assist in meeting their infrastructure and land needs within the district; and
- (12) the acquisition, construction, or improvement of facilities or equipment for reducing, preventing, abating, or eliminating pollution.

West Bank N. Phase

Legend

-  Jersey Mike's Subs
-  SpringHill Suites by Marriott Great Falls
-  Stockman Bank



Commission Meeting Date: _____

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Annual Comprehensive Financial Report (ACFR) and Audit Report, Fiscal Year 2022

From: Melissa Kinzler, Finance Director

Initiated By: State Statutes; Generally Accepted Accounting Practices

Presented By: Melissa Kinzler, Finance Director

Action Requested: Accept the Annual Comprehensive Financial Report and Independent Auditor’s Report

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/deny) the Fiscal Year 2022 Annual Comprehensive Financial Report, 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.”

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

Staff Recommendation: Staff recommends the City Commission accept the FY 2022 ACFR, the Required Client Communication Letter recommendations as presented, 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.

Background: The City’s Audit Committee met on December 7, 2022. The City’s Audit Committee is comprised of one City Commissioner, the Mayor, two citizens, the City Manager, and the Finance Director. Members of the Audit Committee received a copy of the Draft FY 2022 ACFR and the Draft Independent Auditor’s report. The Required Client Communication Letter in draft form was explained by the auditors, Anderson Zurmuehlen, to the audit committee. There were no current year recommendations and no prior year recommendations with the Required Client Communication Letter, shown in the attached document. The Required Client Communication Letter comments on any internal control recommendations related to the operations of the City that would adversely affect the City’s ability to record, process, summarize, and report financial data. The FY 2022 ACFR and Required Client Communication Letter and Responses were approved by the audit committee.

The FY 2022 ACFR will be submitted to the Government Finance Officers Association’s (GFOA) Certificate of Achievement Program for review. The prior year’s ACFR was submitted and subsequently

awarded the Certificate of Achievement for Excellence in Financial Reporting. The City has received this certification every year since FY 1994. It is anticipated the FY 2022 ACFR will meet requirements to receive the certification as well, since all comments and recommendations made by GFOA for improvement of presentation were implemented in the FY 2022 ACFR.

This is the first year of a three year audit contract with Anderson ZurMuehlen & Co., P.C. They will be changing their name as of January 1, 2023 to Pinion. After an RFP process, Anderson ZurMuehlen was awarded the audit contract for Fiscal Years 2022, 2023, and 2024 at the May 3, 2022 City Commission meeting. This is the seventh year Anderson ZurMuehlen has audited the City of Great Falls. 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.

Alternatives: If the ACFR is not ratified, the City will withdraw the required reports and will not meet the deadlines, as required by state statute and bond covenants.

Concurrences: The City’s Audit Committee recommends approval of the FY 2022 ACFR, the required Client Communication Letter and the City’s response to the Required Client Communication Letter, and the authorization of staff to submit the reports to other governmental and financial agencies as required.

The ACFR document is a 200+ page bound document and is available in the Finance Department, Civic Center Room 104 or in the City’s Website at <https://greatfallsmt.net/finance/2022-annual-comprehensive-financial-report-acfr>.

Attachments/Exhibits: Required Client Communication Letter
Response to Required Client Communication Letter

To the Honorable Mayor,
City Commissioners and City Manager
City of Great Falls, Montana

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Great Falls, Montana (the City) for the year ended June 30, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated August 10, 2022. Professional standards also require that we communicate to you the following information related to our audit.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. As described in Note 1 to the financial statements, the City implemented Statement of Governmental Accounting Standards (GASB Statement) No. 87, Leases, in 2022. Implementation of this statement had no effect on prior reported net assets. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were: (i) depreciation expense, which is based on management's estimate of useful lives of capital assets; (ii) the liability for the other post-employment benefits which is based on an actuarial study; and (iii) the liability for net pension costs which is based on actuarial studies of the respective plans. We evaluated the key factors and assumptions used to develop these estimates and determined that they are reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were: (i) the Employee Benefit Plans disclosure in Note 9; (ii) the Multiple-Employer Defined Benefit Pension Plans disclosure in Note 10; and (iii) the Other Post Employment Benefit disclosures in Note 11 to the financial statements.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. We noted no such adjustments.

Disagreements with Management

For purposes of this letter, a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 7, 2022.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the governmental unit’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the management’s discussion and analysis, the schedule of changes in the City’s total OPEB liability and related ratios, the schedule of the City’s proportionate share of the net pension liability, schedule of the City’s retirement systems contributions, schedule of the City’s additional pension contributions and the budgetary comparison schedules, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining and individual non-major fund financial statements, and the schedule of expenditures of federal awards, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory or statistical sections, which accompany the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.

On the Horizon

As part of our responsibility as your independent auditor, we attempt to bring to your attention observations and suggestions to assist you in managing the continued growth in the Entity. In the past year, there were several accounting standards finalized by the Governmental Accounting Standards Board (GASB). The following describes those upcoming accounting standard changes effective in fiscal year 2023 that may have an effect on how the City will report its activity.

- Statement No. 91, Conduit Debt Obligations
- Statement No. 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements
- Statement No. 96, Subscription-Based Information Technology Arrangements

Restriction on Use

This information is intended solely for the use of the City Commissioners and management of the City and is not intended to be and should not be used by anyone other than these specified parties.

Anderson Zurmuehlen & Co., P.C.

Great Falls, Montana
December 7, 2022

CITY OF GREAT FALLS, MONTANA
Financial and Compliance Audit
For the Year Ended June 30, 2022

RESPONSE TO INDEPENDENT AUDITORS' REQUIRED CLIENT COMMUNICATION LETTER:

CURRENT COMMENTS AND RECOMMENDATIONS

There were no current year comments or recommendations.

PRIOR YEAR COMMENTS AND THEIR CURRENT STATUS

There were no prior year comments or recommendations.



Commission Meeting Date: December 20, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: IT Infrastructure Installation: Civic Center HR Remodel Project, OF 1750.1

From: Sylvia Tarman, ARPA Project Manager; Matt Nowak, IT Network Administrator

Initiated By: IT Dept.

Presented By: Sylvia Tarman, ARPA Project Manager

Action Requested: Approve IT Infrastructure Installation costs for the HR Remodel Project

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) IT Infrastructure Installation Costs from Central Technologies, in the amount of \$15,795.00, utilizing American Rescue Plan Act funds, and (authorize/not authorize) the City Manager to execute the contract documents.”

“I move that the City Commission (approve/deny) IT Infrastructure Installation Costs from High Point Networks, in the amount of \$6,011.48, utilizing American Rescue Plan Act funds, and (authorize/not authorize) the City Manager to execute the contract documents.”

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 approve the IT Infrastructure Installation costs for the HR Remodel Project.

Summary: The HR Remodel Project has progressed to the point where we are now ready to install the new IT infrastructure for the new office footprint. The IT Department has coordinated with High Point Networks and Central Technologies to obtain quotes for new hardware and installation costs to complete the IT installations.

Background: 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 the construction contract for 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 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 IT cabling and the needs for additional lines, members of the IT department and Central Technologies determined 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 \$15,795.00, to provide the 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.

Conclusion – These contracts will satisfy the IT infrastructure needs for the new office footprint for the HR Remodel project, as well as provide options for future capacity. Therefore, staff recommends approval of the contract from Central Technologies, in the amount of \$15,795.00; and the contract from High Point Networks, in the amount of \$6,011.48.

Fiscal Impact: This will increase the ARPA-funded project budget from \$649,932.55 to \$671,739.03.

Alternatives: The City Commission could vote to decline IT Infrastructure Installation contracts.

Concurrences: Representatives of the Planning and Community Development, IT, and Finance Departments have coordinated in development of this proposal.

Attachments/Exhibits:

Agreement with Central Technologies

Quote from Central Technologies

Quote from High Point Networks

**[NOT BINDING IF USED FOR AGREEMENTS FOR CONSTRUCTION SERVICES
AND NON-CONSTRUCTION SERVICES COSTING MORE THAN \$25,000]**

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403, hereinafter referred to as "City," and **CENTRAL TECHNOLOGIES, LLC**, 309 Airport Rd, Hamilton, MT, 59840, hereinafter referred to as "Contractor."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Purpose:** City agrees to hire Contractor as an independent contractor to perform for City the services described in the Scope of Services attached hereto as Exhibit "A" and by this reference made a part hereof.

2. **Effective Date:** This Agreement is effective upon the date of its execution and will terminate on the 21st day of March, 2023. The parties may extend this agreement in writing prior to its termination.

3. **Scope of Work:** Contractor will perform the work and provide the services in accordance with the specifications and requirements of the Scope of Services.

4. **Payment:** City agrees to pay Contractor FIFTEEN THOUSAND, SEVEN-HUNDRED NINETY-FIVE DOLLARS (\$15,795.00) for the work described in the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

5. **Independent Contractor Status:** The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor 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. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor 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. Contractor shall maintain workers' compensation coverage for all members and employees of Contractor's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

Contractor 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.

6. **Indemnification:** To the fullest extent permitted by law, Contractor shall fully

indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Contractor’s performance of this Agreement and Contractor’s work on the Construction Project or work of any subcontractor or supplier to Contractor. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the City which would otherwise exist.

Contractor’s indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City. Contractor also waives any and all claims and recourse against the City or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except responsibility for its own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent, according to 28-2-702, MCA. These obligations shall survive termination of this Agreement and the services performed hereunder.

7. **Insurance:** Contractor shall purchase and maintain insurance coverage as set forth below. The insurance policy, except Workers’ Compensation, must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured or contain a blanket additional insured endorsement and be written on a “primary—noncontributory basis, and on an occurrence, not a claims made basis.” Contractor will provide the City with applicable additional insured endorsement documentation substantially similar or identical to the example set forth below. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of “A.M. Best Rating” of A-, VI, as will protect the Contractor, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for a minimum of one (1) year following the date of expiration of Contractor’s warranties. All insurance policies, except Workers’ Compensation, must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Contractor, City, and all other additional insureds to whom a certificate of insurance has been issued. All insurance documentation shall be in a form acceptable to the City.

*** Insurance Coverage at least in the following amounts is required:**

- 1. Commercial General Liability \$1,000,000 per occurrence
(bodily injury and property damage) \$2,000,000 aggregate
- 2. Products and Completed Operations \$2,000,000
- 3. Automobile Liability \$1,000,000 combined single limit
- 4. Workers’ Compensation Not less than statutory limits
- 5. Employers’ Liability \$1,000,000

6. Professional Liability (E&O) \$1,000,000 per occurrence
(only if applicable) \$2,000,000 aggregate

Contractor may provide applicable excess or umbrella coverage to supplement Contractor's existing insurance coverage, if Contractor's existing policy limits do not satisfy the coverage requirements as set forth above.

* If a request is made to waive certain insurance requirements, insert the insurance item # and corresponding description from the list above:

Legal reviewer initials: Approved Denied

Additional Insured Endorsement Example:

POLICY NUMBER COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule but only with respect to liability for "bodily injury," "property damage," or personal and advertising injury caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf

- A. In the performance of your ongoing operations, or
B. In connection with your premises owned by or rented to you

8. Warranty: Contractor represents and warrants as follows:

a. Unless otherwise specified by the terms of this Agreement, all materials and equipment installed by Contractor on the Construction Project must be new and, where not otherwise specified, of the most suitable grade for their intended uses.

b. All workmanship and materials shall be of a kind and nature acceptable to the City.

c. All equipment, materials, and labor provided to, on, or for the Construction Project must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work on the Construction Project and ending two (2) years from the final completion and acceptance by the City of the Construction Project, regardless of whether such equipment, materials, or labor were supplied directly by Contractor or indirectly by Contractor's subcontractors or suppliers. Other express warranties on materials that provide for a warranty period longer than two years apply for the period of that express warranty and are not reduced by this provision. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

d. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

e. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

f. All work must be performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss.

g. Contractor is responsible for any loss or damage to materials, tools, or other articles used or held for use in the completion of performance of the Construction Project.

h. Contractor's performance must be without damage or disruption to any other work or property of the City or of others and without interference with the operation of existing machinery or equipment.

i. Title to all work, materials, and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Construction Project or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

9. **Compliance with Laws:** Contractor agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. As applicable, Contractor agrees to purchase a City safety inspection certificate or special business license.

10. **Contractors' Gross Receipts Tax:** Contractor understands that all contractors or subcontractors working on a publicly funded project are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more.

11. **Nondiscrimination:** Contractor agrees that all hiring by Contractor of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law.

12. **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 may, at its option, 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.

13. **Liaison:** City's designated liaison with Contractor is **Sylvia Tarman** and Contractor's designated liaison with City is **Derek Lee**.

14. **Applicability:** This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

15. **Binding:** This Agreement and all of the covenants hereof shall inure to the benefit and be binding upon the City of Great Falls and the Contractor respectively and their partners, successors, assigns and legal representatives. Neither the City nor the Contractor shall have the right to assign, transfer or sublet their interest or obligations hereunder without written consent of the other party.

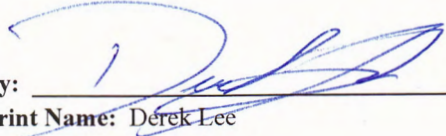
16. **Amendments:** Any amendment or modification of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of the Agreement.

IN WITNESS WHEREOF, Contractor and City have caused this Agreement to be executed and intend to be legally bound thereby as of the date set forth below.

**CITY OF GREAT FALLS, MONTANA
CENTRAL TECHNOLOGIES, LLC**

CONTRACTOR:

By: _____
Print Name: Greg Doyon
Print Title: Director
Date: _____

By: 
Print Name: Derek Lee
Print Title: Contractor
Date: 12/13/2022

Compliance with ¶7 Insurance
Reviewed/Approved by: _____
Angela Swingley, Risk Management Specialist

*Reviewed/Approved as to form by: _____
Legal Department

* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

Contractor shall not begin work on project until receiving a fully-executed copy of this Agreement.

Department Records Coordinator - Retain/Maintain original pursuant to RIM Policy



November 21, 2022

City of Great Falls
Attn: Matthew Nowak

Re: Installing new network cabling on the third floor of the Civic Center per drawings provided. All rough in will be done by on a separate contract. All cabling will be supported using j hook method.

Installation:

- | | |
|--|--------------------------------|
| (1) Wall mount rack | (1) Fiber rack mount enclosure |
| (1) Single mode armored fiber-6 strand | (2) Fiber adapter plate |
| (12) Single mode fiber fusion LC end | (17) Faceplate |
| (2) 48 port blank patch panel | (70) Category 6 jacks |
| (20) Category 5e jack | |

Total Installation: \$15,795.00

Notes:

- * All work will be done during normal business hours.
- * This price excludes any electrical work that might be needed for the installation.
- * It is a Central Technologies' policy that all materials be prepaid prior to ordering equipment and commencement of work.

Sign _____ Date: _____

Print _____ Title: _____

Derek J. Lee

Central Technologies, LLC
(406)868-7302
derek@callcentraltech.com

309 Airport Road
Hamilton, MT 59840
www.callcentraltech.com
406.868.7302



Always Connected.

SOLUTION PROPOSAL

Civic Center HR Remodel (OF 1750.1)

Quote #: 124548

Version: 2

Delivery Date: 12/13/2022

Expiration Date: 12/15/2022

Prepared for:

City of Great Falls

Attn: Matt Nowak

1005 25th Ave NE

Great Falls, MT 59404

Prepared by:

High Point Networks, LLC

Mike Felten

Direct/Mobile/Fax: 406-281-7222

mike.felten@highpointnetworks.com

Civic Center HR Remodel (OF 1750.1)

Prepared for:

City of Great Falls

Attn: Matt Nowak
1005 25th Ave NE
Great Falls, MT 59404

Prepared by:

High Point Networks, LLC

Mike Felten
Direct: 406-281-7222
mike.felten@highpointnetworks.com



Hardware

Qty	Item	Description	Price	Ext. Price
1	EX3400-48P	EX3400 48-port 10/100/1000BaseT PoE+, 4 x 1/10G SFP/SFP+, 2 x 40G QSFP+, redundant fans, front-to-back airflow, 1 AC PSU JPSU-920-AC-AFO included (optics sold separately)	\$4,621.50	\$4,621.50
2	CBL-PWR-C13-US-48P	Power Cord, AC, US/Canada, C13, 15A/125V, 2.5m, Straight	\$36.00	\$72.00
1	JPSU-920-AC-AFO	EX4100 and EX3400 920W AC Power Supply, Front-to-Back airflow (power cord needs to be ordered separately)	\$872.50	\$872.50
1	EX-RMK	Rack Mount Kit for EX4400, EX4300, EX4100, EX3400, EX4100-F, and EX2300 Switches	\$70.00	\$70.00
1	SVC-COR-EX34-48P	Juniper Care Core Support for EX3400-48P	\$170.00	\$170.00
2	EX-SFP-10GE-LR-COMP	Juniper Compatible 10GBASE-LR SFP+ 10KM	\$102.74	\$205.48

Subtotal: \$6,011.48

Quote Summary

Description	Amount
Hardware	\$6,011.48

Total: \$6,011.48

For questions related to your quotation, please contact us using the information above. By signing below, the undersigned accepts High Point Networks Master Service Agreement and represents that he or she is authorized to execute the agreement on behalf of the customer. Acceptance of the quote online is considered acceptance of an offer and binding. All quotes are subject to shipping costs that may not be listed on the quote. Prices quoted are valid for 30 days from Quotation Date. Limitation of Liability for Consequential Damages. High Point Networks, LLC shall not be liable for any indirect, incidental, consequential, exemplary, or punitive damages of any kind or nature. Orders will be invoiced when shipped. Orders may be partial invoiced as items ship and thus there may be multiple invoices per order. "Projects" will be invoiced in the same method. Professional services may be progress billed over the term of the project. All licensing and subscription orders will be invoiced immediately upon customer approval. Payment for all orders are due in 30 days subject to credit approval. Credit card usage as a form of payment may be accepted on pre-approval basis and may be subject to a convenience fee. "Optional" items on the above quote are not included in the total pricing at the bottom of the quote. This offer to sell the listed products is subject to product availability and High Point Networks standard terms and condition and prices are subject to change without notice. Please consult your Account Representative prior to placing an order for timely, updated pricing. High Point Networks reserves the right to adjust pricing based on any error or omission.

Note: Once product is ordered and shipped there is NO right of return and may be subject to a restocking fee. Orders can be subject to extreme product delays. Product cannot be returned if ordered in error. Product cannot be returned if next generation product has been released.

Civic Center HR Remodel (OF 1750.1)

Signature

Date



Commission Meeting Date: December 20, 2022
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Change Order #2: Civic Center HR Remodel Project, OF 1750.1

From: Sylvia Tarman, ARPA Project Manager

Initiated By: Finance Department

Presented By: Sylvia Tarman, ARPA Project Manager

Action Requested: Approve Change Order #2

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) 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/not authorize) the City Manager to execute the contract documents.”

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 approve Change Order #2.

Summary: During the final stages of design and initial phases of construction, the design consultant, Cushing Terrell, identified potential cost saving and time saving measures to incorporate updates to the HVAC system in the Prosecutor’s office during the course of construction of the HR Remodel project. These upgrades remove scope from the upcoming ARPA-funded Civic Center HVAC System Project, and adds it to this project. The contractor, Wadsworth Construction, has also identified some unknown conditions during the demolition phase that need to be adjusted for in this Change Order.

Background: 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 the construction contract for Wadsworth Builders Company in the amount of \$626,500 in July of 2022. The City Commission approved Change Order #1 for this project at the November 15, 2022 meeting.

As prefaced at the November 15th commission meeting, Cushing 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; and additional soffit work in the east and

west stairwells on the 1st Floor. Doing this work now saves us money in design costs, contractor mobilization, and potential equipment costs due to inflation. This will also mitigate some of the disruption of daily activities around the Civic Center as we will not be mobilizing a contractor twice, and 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 the upcoming Court Remodel project.

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 need to be addressed/fixed; as well as electrical chases that need to be removed or reused (ie. are abandoned and serve no purpose). 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, to give more head room in that office, due to the already low ceiling.

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.

Conclusion – This Change Order will complete necessary HVAC upgrades in the Prosecutor's office, as well as accounting for unknown conditions identified during construction. Therefore, staff recommends approval of Change Order #2.

Fiscal Impact: This will increase Wadsworth's contract from \$649,932.55 to \$814,530.08, and increase the ARPA-funded project budget from \$671,739.03 to \$829,310.06. This will decrease the overall ARPA allocations for other projects going forward. This should represent considerable savings from the Civic Center HVAC Project, barring inflation effects on materials and lead times. The majority of this change order results from the change in scope to include the HVAC for the Prosecutor's office, which accounts for approximately \$133,803.13 of this Change Order. Unknown conditions discovered during construction and electrical installation costs for IT support account for approximately \$15,639.58 of this Change Order. And design optimizations account for approximately \$15,264.73 of this Change Order.

Alternatives: The City Commission could vote to decline the Change Order in full, or reject portions of the Change Order.

Concurrences: Representatives of the Planning and Community Development, HR, and Finance Departments have coordinated in development of this proposal.

Attachments/Exhibits:

Change Order #2 Supplementary documentation from Cushing-Wadsworth

AIA Document G701™ – 2017

Change Order

PROJECT: (Name and address) City of Great Falls - Human Resource Renovation 2 Park Drive South Great Falls, MT 59401	CONTRACT INFORMATION: Contract For: CITYGFCC_HR Date: November 7, 2022	CHANGE ORDER INFORMATION: Change Order Number: 02 Date: December 19, 2022
OWNER: (Name and address) City of Great Falls PO Box 5021 Great Falls, MT 59403	ARCHITECT: (Name and address) Cushing Terrell 219 2 nd Ave S Great Falls, MT 59405	CONTRACTOR: (Name and address) Wadsworth Builders Company, Inc. 4601 2 nd Ave N Great Falls, MT 59405

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

- HVAC subcontractor \$74,520.00
- Acoustical Subcontractor \$4,218.00
- Drywall Subcontractor \$3,350.00
- Painting Subcontractor \$875.00
- Plumbing Subcontractor \$13,693.00
- General \$11,675.00
- Protection \$5,050.00
- Electrical Subcontractor with Allowance \$23406.00
- Door Subcontractor \$2,316.00

The original Contract Sum was	\$ 626,500.00
The net change by previously authorized Change Orders	\$ 23,432.55
The Contract Sum prior to this Change Order was	\$ 649,932.55
The Contract Sum will be increased by this Change Order in the amount of	\$ 164,597.53
The new Contract Sum including this Change Order will be	\$ 814,530.08

The Contract Time will be increased by one-hundred and one (101) days.
The new date of Substantial Completion will be June 30, 2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Cushing Terrell ARCHITECT (Firm name)	Wadsworth Builders Company, Inc. CONTRACTOR (Firm name)	City of Great Falls OWNER (Firm name)
-See attached signatures page- SIGNATURE	-See attached signatures page- SIGNATURE <i>COLTON FATZ, VP</i>	-See attached signatures page- SIGNATURE
Anthony Houtz, AIA PRINTED NAME AND TITLE	Riley Wadsworth PRINTED NAME AND TITLE	Greg Doyon, City Manager PRINTED NAME AND TITLE
12.19.2022 DATE	12.19.2022 DATE	12.19.2022 DATE

Cost Proposal	Items	PR	Cost	HVAC	Acoustic	Drywall	Paint	Plumbing	General	Protection	Electrical	Door	Sub
CP02	HVAC Equipment Only	PR-02	\$28,320.00	28,320.00									
CP03	All of the changes to do with adding the prosecutor's office to scope of project. HVAC equipment rework.	PR-03											
	HVAC Subcontractor		\$43,100.00	43,100.00									
	Acoustical Ceiling Subcontractor		\$4,218.00		4,218.00								
	Drywall Subcontractor		\$1,420.00			1,420.00							
	Painting Subcontractor		\$875.00				875.00						
	Plumbing Subcontractor (for condensate)		\$8,396.00					8,396.00					
	General Construction		\$7,980.00						7,980.00				
	(Protection, Covering, Move Furnishings)		\$5,050.00							5,050.00			
CP04	Unforeseen Plumbing for removal of Chase	PR-04											
	Plumbing Subcontractor (HR chase)		\$5,297.00					5,297.00					
CP05	Owner requested	PR-04											
	Electrical Subcontractor		\$14,516.00								14,516.00		
	Window and Trim Credit		-\$450.00						-450.00				
	Chase Credit		-\$225.00						-225.00				
CP06	Change door material to match existing Oak from Originally spec'd Maple												
	Door Subcontractor		\$2,682.00									2,682.00	
	Lock Credit		-\$366.00									-366.00	
CP07	Change for removing chases and lights in vault.	PR-05											
	Mechanical Subcontractor		\$3,100.00	3,100.00									
	Electrical Subcontractor		\$10,694.00								10,694.00		
	Drywall Subcontractor		\$1,930.00			1,930.00							
	Wadsworth install		\$5,350.00						4,370.00				
	Electrical deduct from PR-04 CP05		-\$1,804.00								-1,804.00		
	Subtotal		\$140,083.00	74,520.00	4,218.00	3,350.00	875.00	13,693.00	11,675.00	5,050.00	23,406.00	2,316.00	139,103.00
	Gross Receipts Tax	1%	\$1,400.83										
	Bonds	1.50%	\$2,101.25										
	Profit and Overhead	15%	\$21,012.45										
	Total		\$164,597.53										

Cushing Terrell

12.12.2022

Craig Raymond
City of Great Falls
PO Box 5021
Great Falls, MT 59403

RE: CITYGFCC_HR Project, PR-02, PR-03, PR-04 and PR-05

Dear Mr. Raymond,

Following the bid, the City requested that the HVAC system for the Prosecutor's Office be revised.

PR-02 is the pricing for the new HVAC equipment.

PR-03 is the pricing for the ducting and soffits, plus lighting changes in the Prosecutor's Office as a result of updating the HVAC equipment.

PR-04 is some clarifications and owner requested door change.

During construction some chases were found, some plumbing was found and the ceiling in the vault was completely removed allowing better lighting fixtures.

PR-05 is for these changes.

And PR-06 is for some clarifications to the construction team as a result of chases removed and other unknown conditions revealed.

Please find attached the pricing quotes from the contractor Wadsworth Construction for the work involved in the requested changes as well as the revised floor plans for the PR's for the Human Resource Tenant Improvement Project.

Thank you,

Jennisse Waters
Design Professional, Cushing Terrell



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Proposal Request

PROJECT: *(name and address)*

City of Great Falls
Human Resource Renovation

CONTRACT INFORMATION:

Contract For: GC/CM Services
Date: July 5, 2022

Architect's Project Number:

CITYGFCC_HR
Proposal Request Number: 2
Proposal Request Date: November 17, 2022

OWNER: *(name and address)*

City of Great Falls
Great Fall, MT 59405

ARCHITECT: *(name and address)*

Cushing Terrell
219 2nd Avenue South
Great Falls, MT 59405

CONTRACTOR: *(name and address)*

Wadsworth Construction
Great Falls, MT 59403

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Five (5) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

Mechanical

M001:

ADDED 6 new VRV fan coil units indoor units (IU's) as per schedule (equipment only).
INCREASED size of ACCU-1 outdoor VRV unit to the size indicated on schedule (equipment only).

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Anthony Houtz, AIA

PRINTED NAME AND TITLE



WADSWORTH BUILDERS COMPANY, INC.

Cost Proposal #2

CTA Inc. dba Cushing Terrell
 Attn: Anthony Houtz
 219 2nd Ave S
 Great Falls, MT 59405

September 27, 2022


RE: City of Great Falls Human Resource Renovation

Dear Tony,

Please see Cost Proposal #2 for changes in HVAC equipment only listed in PR-02 below.

HVAC Equipment:	<u>\$ 28,320.00</u>
	\$ 28,320.00
Gross Receipts Tax @ 1%:	\$ 283.20
Bonds @ 1.5%:	<u>\$ 424.80</u>
	\$ 29,028.00
Profit and Overhead @ 15%:	<u>\$ 4,354.20</u>
Total Change Proposal:	<u>\$ 33,382.20</u>

Respectfully,


 Colton Fatz, Vice President
 Wadsworth Builders Company, Inc.

406.761.5033

Fax: 406.454.0046

WADSWORTH BUILDERS COMPANY, INC.

4601 2nd Ave N • Great Falls MT 59405 • www.wadsworthbuilders.com
 email: build4u@wadsworthbuilders.com


AIA[®] Document G709™ – 2018

Proposal Request

PROJECT: <i>(name and address)</i> City of Great Falls Human Resource Renovation	CONTRACT INFORMATION: Contract For: GC/CM Services Date: July 5, 2022	Architect's Project Number: CITYGFCC_HR Proposal Request Number: 03 Proposal Request Date: October 18, 2022
OWNER: <i>(name and address)</i> City of Great Falls Great Fall, MT 59405	ARCHITECT: <i>(name and address)</i> Cushing Terrell 219 2 nd Avenue South Great Falls, MT 59405	CONTRACTOR: <i>(name and address)</i> Wadsworth Construction Great Falls, MT 59403

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Five (5) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

This proposal request is issued to incorporate owner-requested adjustments to the scope of work.

ARCH

- A012 Added clarification that paper storage on west wall in vault is existing to remain.
- A101 Added first floor Prosecutor's office to set.
- A501 Added owner specified colors to the Materials Schedule. Changed all CPT2 to CPT1.
- A801 Adjusted two cabinets to match comments in submittals.
- A901 moved lights in reflected ceiling plan. Moved diffuser.

Changed A901 to A902 to reflect second floor

- A901 Added first floor reflected ceiling plan to set. Demo ceiling in prosecutor's office
- Added two soffits in hallway for HVAC equipment
- Added soffit detail.

MECH

M001

1. Updated GRD schedule with new selection of S-3 and R-1.

M011

1. Added new sheet and view with mech demo items in City Prosecutor office space.

M013

1. Show location of condensing unit that served City Prosecutor office space.

M101

1. Added new sheet and view with new mech equipment, ductwork, and refrigerant routing for City Prosecutor office space and SE & SW entry corridors.

M102

1. Added refrigerant line and ventilation ductwork down through chase to 1st floor City Prosecutor office space and SE entry corridor.
2. Added refrigerant line down through wall to 1st floor SW entry corridor IU-19.

M400

1. Added detail 5/M400
2. Updated detail 1/M400 with refrigerant piping sizes and updated indoor unit selections.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Anthony Houtz, AIA

PRINTED NAME AND TITLE





WADSWORTH BUILDERS COMPANY, INC.

Cost Proposal #3

CTA Inc. dba Cushing Terrell
 Attn: Anthony Houtz
 219 2nd Ave S
 Great Falls, MT 59405

November 28, 2022

RE: City of Great Falls Human Resource Renovation

Dear Tony,

Please see Cost Proposal #3 for changes included in PR-03 below.

HVAC Subcontractor:	\$ 43,100.00
Acoustical Ceiling Subcontractor:	\$ 4,218.00
Drywall Subcontractor:	\$ 1,420.00
Painting Subcontractor:	\$ 875.00
Plumbing Subcontractor:	\$ 8,396.00
General Construction:	\$ 7,980.00
Protection, Covering, Move Furnishings:	\$ 5,050.00
	\$ 71,039.00
Gross Receipts Tax @ 1%:	\$ 710.39
Bonds @ 1.5%:	\$ 1,065.59
	\$ 72,814.98
Profit and Overhead @ 15%:	\$ 10,922.25
Total Change Proposal:	\$ 83,737.23

Respectfully,


 Colton Fatz, Vice President
 Wadsworth Builders Company, Inc.

406.761.5033

Fax: 406.454.0046

WADSWORTH BUILDERS COMPANY, INC.

4601 2nd Ave N • Great Falls MT 59405 • www.wadsworthbuilders.com
 email: build4u@wadsworthbuilders.com



WILSON'S QUALITY COMFORT
HEATING & AIR CONDITIONING

Wilson's Quality Comfort Heating & Air Conditioning

City HR renovation PR-3

ESTIMATE #60

TOTAL **\$43,100.00**

CONTACT US

205 39th Ave NE
Great Falls, MT 59404

☎ (406) 217-1974

✉ qualitychvac@gmail.com

ESTIMATE

Services	amount
Statera T&B	\$1,100.00
FICO	\$26,000.00
installation of temperature controls/ backnet hardware/ steam valves & associated wiring	
proposal material/ installation cost mechanical	\$16,000.00
Subtotal	\$43,100.00
Total	\$43,100.00

Wilson's Quality Comfort Heating & Air Conditioning

JUST RITE ACOUSTICS

ACOUSTICAL CEILING PROFESSIONALS

P.O. BOX 2775 • GREAT FALLS, MT 59403-2775

Project: City of Great Falls Human Resource Tenant Improvement PR-03

Bid Date: October 31, 2022

Sections: 095113- Acoustical Ceilings

Addenda Noted: 1

Exclusions: Bond

Inclusions: Priced with labor and material

Base Bid:

\$ 4,218.00

Michael Winn, President/Estimator

Price is good for 30 Days



PREMIERE WALL SYSTEMS

**TAX ID # 81-1130486 • PHONE 406-761-1172 • FAX 406-866-0877
P.O. BOX 509 • BLACK EAGLE, MT 59414**

PROPOSAL SUBMITTED TO Wadsworth Builders		PHONE	DATE 11/15/22
STREET		JOB NAME City of GF PR-03	
CITY, STATE, ZIP		JOB LOCATION	
ARCHITECT	DATE	JOB PHONE	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

1. Supply & hang PR-03-\$1,420.00

WE PROPOSE: hereby to furnish materials and labor - complete in accordance with the above specifications, for the sum of:

_____ Dollars (\$ _____)

All materials guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Note: This Proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____

**Boettcher Paint
PO Box 59
Monarch, Mt. 59463**

**Phone-406-236-5398
Fax- 406-236-5399
Cell- 406-231-0450
boettcherpaint@live.com**

**Human Resource Office Remodel
C.O. Request #3
Add \$875.00**



Change order

Date: 11/28/22

Project: HRCC

Re: PR 3

ATTN: Colton / Wadsworth Builders

Colton,

Here is the cost for proposal request #3

- **Cost** **\$8,396.00**

Scope of work in Proposal Request #3.

Wadsworth Builders will provide access to men's restroom plumbing chase. We will have to change the off set grid strainer in the existing sink to install a Y tail piece.

The above is in reference to the first floor restroom by the Prosecutor's office. This plumbing is for condensate lines for the new HVAC equipment. JW

Respectfully,

Michael Wadsworth Owner, MW Plumbing LLC 4307 North Star Blvd Great Falls, MT. 59405 Office (406)453-6659 Cell (406) 781-1364



AIA Document G709™ – 2018

Proposal Request

PROJECT: *(name and address)*

City of Great Falls
Human Resource Renovation

CONTRACT INFORMATION:

Contract For: GC/CM Services
Date: July 5, 2022

Architect's Project Number:

CITYGFCC_HR

Proposal Request Number: 04

 Proposal Request Date: November 21,
2022

OWNER: *(name and address)*

City of Great Falls
Great Fall, MT 59405

ARCHITECT: *(name and address)*

Cushing Terrell
219 2nd Avenue South
Great Falls, MT 59405

CONTRACTOR: *(name and address)*

Wadsworth Construction
Great Falls, MT 59403

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Five (5) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

This proposal request is issued to incorporate owner-requested adjustments to the scope of work.

ARCH

A102 ADD-Removed chases

A102 ADD- Removed window in Office 207

A102 ADD - Moved door and flipped opening of door to RH

A102 ADD - Moved wall north by 7 inches

A601 EDIT - Changed door 207-1 from LH to RH in schedule

A601 EDIT - Removed window in Office 207.

A901 ADD - ACT General Note to coordinate as needed

A901 ADD Added note for demo and reno of lights in Prosecturos Office

ELECT

E001 - Updated electrical sheet index.

E004 - Revised Panel 2A schedule and Control Equipment Schedule and Light Fixture Schedule.

E100 - Added new sheet, demo lighting as shown.

E100A – Added new sheet, new lighting, switching and circuitry as shown.

E102 - Added condensing unit electrical demo to sheet.

E201 – Relocated A2 at Kitchen, change vault lighting (surface mount).

E300 - Added new sheet, connections, toggle switches, associated circuitry.

E301 - Added circuiting for first floor mechanical units, relocated receptacles and data outlet in Office 207.

E302 - Revised roof-top mechanical equipment locations and electrical requirements, also see Keynote 1 changes.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Anthony Houtz, AIA

PRINTED NAME AND TITLE



WADSWORTH BUILDERS COMPANY, INC.

Cost Proposal #4

CTA Inc. dba Cushing Terrell
 Attn: Anthony Houtz
 219 2nd Ave S
 Great Falls, MT 59405

December 5, 2022

RE: City of Great Falls Human Resource Renovation

Dear Tony,

Please see Cost Proposal #4 for the unforeseen plumbing required in the chase below.

Plumbing Subcontractor:	<u>\$ 5,297.00</u>
	\$ 5,297.00
Gross Receipts Tax @ 1%:	\$ 52.97
Bonds @ 1.5%:	<u>\$ 79.46</u>
	\$ 5,429.43
Profit and Overhead @ 15%:	<u>\$ 814.41</u>
Total Change Proposal:	<u>\$ 6,243.84</u>

Respectfully,

Colton Fatz, Vice President
 Wadsworth Builders Company, Inc.

406.761.5033

Fax: 406.454.0046

WADSWORTH BUILDERS COMPANY, INC.

4601 2nd Ave N • Great Falls MT 59405 • www.wadsworthbuilders.com
 email: build4u@wadsworthbuilders.com



Change order

Date: 12/5/22

Project: HRCC

Re: Plumbing Chase Pricing

ATTN: Colton / Wadsworth Builders

Colton,

Here is the cost for the piping in the old plumbing chase.

- **Proposal** **\$5,297.00**

Scope of work per discussions in meeting on 11/14/22.

The above is in reference to the plumbing in the chase in HR next to the Men's room. There was much more plumbing in the chase than anticipated. This is for removal of that unnecessary plumbing.

Respectfully,

Michael Wadsworth Owner, MW Plumbing LLC 4307 North Star Blvd Great Falls, MT. 59405 Office (406)453-6659 Cell (406) 781-1364



AIA Document G709™ – 2018

Proposal Request

PROJECT: <i>(name and address)</i> City of Great Falls Human Resource Renovation	CONTRACT INFORMATION: Contract For: GC/CM Services Date: July 5, 2022	Architect's Project Number: CITYGFCC_HR Proposal Request Number: 05 Proposal Request Date: December 9, 2022
OWNER: <i>(name and address)</i> City of Great Falls Great Fall, MT 59405	ARCHITECT: <i>(name and address)</i> Cushing Terrell 219 2 nd Avenue South Great Falls, MT 59405	CONTRACTOR: <i>(name and address)</i> Wadsworth Construction Great Falls, MT 59403

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Five (5) days or notify the Architect in writing of the anticipated date of submission.
(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)
This proposal request is issued to incorporate owner-requested adjustments to the scope of work.

- ARCH**
A012 - ADD - Demo notes for ducts.
A012 - ADD - Added direction for floor fill/level where needed..
A012 - ADD - Removed section of wall in Office 207 to reflect existing conditions.
A013 - ADD - Core drill for data wire switch added.
A102 - ADD - Added 2" furring in Office 215.
A102 - ADD - Dimensioned chase.
A102- ADD - Added L5 Wall type.
A102 - ADD -Added stud wall in Office 207-1
A102 - EDIT - changed wall type from L3 to L2 around office 215.

- A601 - EDIT - Changed all door cylinders to passage.
A902 - EDIT - Changed surface mounted fixtures to recessed LED strips.

- ELECT**
E001 - Changed lights from surface mounted to recessed strips.
E001 - Added outlet for switch.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Anthony Houtz, AIA

PRINTED NAME AND TITLE



WADSWORTH BUILDERS COMPANY, INC.

Cost Proposal #5

CTA Inc. dba Cushing Terrell
 Attn: Anthony Houtz
 219 2nd Ave S
 Great Falls, MT 59405

December 06, 2022


RE: City of Great Falls Human Resource Renovation

Dear Tony,

Please see Cost Proposal #5 for changes included in PR-04 below.

Electrical Subcontractor:	\$ 14,516.00
Window and Trim Credit:	(\$ 450.00)
Chase credit:	(\$ 225.00)
	<u>\$ 13,841.00</u>
Gross Receipts Tax @ 1%:	\$ 138.41
Bonds @ 1.5%:	\$ 207.62
	<u>\$ 14,187.03</u>
Profit and Overhead @ 15%:	\$ 2,128.05
Total Change Proposal:	<u>\$ 16,315.08</u>

Respectfully,


 Colton Fatz, Vice President
 Wadsworth Builders Company, Inc.

406.761.5033

Fax: 406.454.0046

WADSWORTH BUILDERS COMPANY, INC.

4601 2nd Ave N • Great Falls MT 59405 • www.wadsworthbuilders.com
 email: build4u@wadsworthbuilders.com



PROPOSAL

Job Name: Civic Center HR PR-04

Job Location: Great Falls, Mt

Date: 12/2/22

WE PROPOSE TO FURNISH THE NECESSARY MATERIALS, LABOR AND EQUIPMENT TO COMPLETE THE ELECTRICAL PORTION OF THE ABOVE JOB BASED UPON THE SCOPE OF WORK.

Inclusions:

- 1) Install new lighting and control per plans. LBR \$2,992.00 Material \$5,294.00.
- 2) Demo condensing unit. \$220.00 LBR
- 3) Surface mount lights in vault using 4ft wrap fixtures and surface mounted conduit. LBR \$704.00 Mat. \$1,100.00
- 4) 1st floor mech units. LBR \$1,408.00 Mat \$1,972.00.
- 5) Roof top Mech. Equipment. LBR \$176.00 Mat. \$650.00

Exclusions:

- 1) Cutting, patching, and painting.
- 2) Bond.

TOTAL PROPOSED PRICE: \$ 14,516.00

This proposal is firm for 14 days.

Respectfully Submitted by:

Herman J Pulliam

For Enterprise Electric Contractors



WADSWORTH BUILDERS COMPANY, INC.

Cost Proposal #6

CTA Inc. dba Cushing Terrell
 Attn: Anthony Houtz
 219 2nd Ave S
 Great Falls, MT 59405

December 12, 2022

RE: City of Great Falls Human Resource Renovation

Dear Tony,

Please see Cost Proposal #6 for changing the door finish from Maple to Oak and for changing from keyed locks to passage below.

Change doors and frames to Oak with Magenta finish:	<u>\$ 2,682.00</u>
	\$ 2,682.00
Gross Receipts Tax @ 1%:	\$ 26.82
Bonds @ 1.5%:	<u>\$ 40.23</u>
	\$ 2,749.05
Profit and Overhead @ 15%:	<u>\$ 412.36</u>
	\$ 3,161.41
Change Locks to Passage:	<u>(\$ 366.00)</u>
Total Change Proposal:	<u>\$ 2,795.41</u>

Respectfully,

Colton Fatz, Vice President
 Wadsworth Builders Company, Inc.

406.761.5033

Fax: 406.454.0046

WADSWORTH BUILDERS COMPANY, INC.

4601 2nd Ave N • Great Falls MT 59405 • www.wadsworthbuilders.com
 email: build4u@wadsworthbuilders.com



WADSWORTH BUILDERS COMPANY, INC.

Cost Proposal #7

CTA Inc. dba Cushing Terrell
 Attn: Anthony Houtz
 219 2nd Ave S
 Great Falls, MT 59405

December 13, 2022


RE: City of Great Falls Human Resource Renovation

Dear Tony,

Please see Cost Proposal #7 for changes included in PR-05 (Less the electrical changes) below.

Mechanical Subcontractor:	\$ 3,100.00
Electrical Subcontractor:	\$ 8,890.00
Drywall & Tape:	\$ 1,930.00
Wadsworth Builders (1,500 Materials, 3,850.00 Labor):	<u>\$ 5,350.00</u>
	\$ 19,270.00
Gross Receipts Tax @ 1%:	\$ 192.70
Bonds @ 1.5%:	<u>\$ 289.05</u>
	\$ 19,751.75
Profit and Overhead @ 15%:	<u>\$ 2,962.76</u>
Total Change Proposal:	<u>\$ 22,714.51</u>

Respectfully,


 Colton Fatz, Vice President
 Wadsworth Builders Company, Inc.

406.761.5033

Fax: 406.454.0046

WADSWORTH BUILDERS COMPANY, INC.

4601 2nd Ave N • Great Falls MT 59405 • www.wadsworthbuilders.com

email: build4u@wadsworthbuilders.com



PROPOSAL

Job Name: Civic Center HR PR-05

Job Location: Great Falls, Mt

Date: 12/13/22

WE PROPOSE TO FURNISH THE NECESSARY MATERIALS, LABOR AND EQUIPMENT TO COMPLETE THE ELECTRICAL PORTION OF THE ABOVE JOB BASED UPON THE SCOPE OF WORK.

Inclusions:

- 1) Install new lighting and control per plans. LBR \$3,698.00 Material \$6,526.00.
- 2) Add outlet/switch \$470.00
- 3) Less lighting PR-04 = -\$1,804.00

Exclusions:

- 1) Cutting, patching, and painting.
- 2) Bond.
- 3) Core drilling.

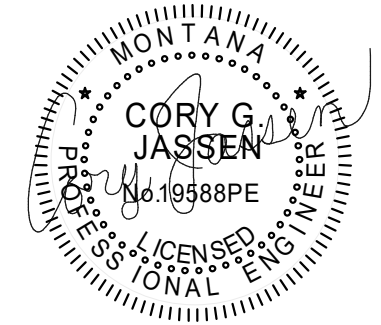
TOTAL PROPOSED PRICE: \$ 8,890.00

This proposal is firm for 14 days.

Respectfully Submitted by:

Herman J Pulliam

For Enterprise Electric Contractors



HVAC ABBREVIATIONS

Table of HVAC abbreviations including terms like ACFM, AFF, AHU, ANSI, APD, APPROX, BHP, BOD, BTU, C, CFM, COD, CU FT, CU IN, DB, DBT, DIA, EAT, EC, EDR, EWT, EXP, F, FPM, FPS, FT, GA, GAL, GC, GPD, GPH, GPM, HD, HGT, HP, HZ, ID, KW, KWH, LAT, LBS, LF, LWT, MAX, MBH, MC, MIN, N/A, NC, NIC, NO, NTS, OA, OBD, OD, PD, PH, PSI, PSIA, PSIG, R/O, RA, RH, RPM, SA, SCFM, SH, SP, SP VOL, SPEC, STD, SUCT, T STAT, TC, TD, TEMP, TOD, TONS, V, VAC, VAV, VEL, VFD, VOL, W, WPD.

MECHANICAL LEGEND

Table of mechanical symbols and descriptions including Heating Water Supply, Condenser Water Supply, Chilled Water Supply, Refrigerant Suction Line, Gate Valve, Ball Valve, Butterfly Valve, Globe Valve, Swing Check Valve, Strainer, FLEX CONNECTOR, Pressure Reducing Valve, Safety Relief Valve, Union, Motorized T.C. Valve, Eccentric Plug Balancing Valve, Valve In Riser, Tee Up, Tee Down, Elbow Up, Elbow Down, Pipe Size Change, Automatic Flow Balancing Valve, Pipe Guide, Pipe Anchor, Pressure / Temp. Test Plug, Dial Thermometer, Pressure Gauge w/ Snubber, Acoustically Lined Sheet Metal Duct, Manual Balancing Damper, Flex Connector, Access Doors, Fire Damper, Fire/Smoke Damper, Motorized Dampers, Turning Vane Elbow, High Efficiency Branch Take-Off Heto, Supply Diffuser, Return Grille, Exhaust Grille, Connect New Work to Existing, Point of Disconnect, Relocate, Thermostat, Reverse Acting Thermostat, Humidistat, Carbon Monoxide Sensor, Carbon Dioxide Sensor, Nitrogen Dioxide Sensor.

ENERGY RECOVERY VENTILATOR SCHEDULE

Table with columns: PLAN CODE, MFR, MODEL, CFM (Supply/Exhaust), MIN ESP (In W/C), WINTER DESIGN (DB/WB, °F), SUMMER DESIGN (DB/WB, °F), MOTOR (HP), POWER (V/PH/Hz), UNIT WEIGHT (LBS), NOTES. Includes notes on power connection, motor types, and mounting options.

AIR SOURCE VARIABLE REFRIGERANT FLOW (VRF) HEAT PUMP OUTDOOR UNIT SCHEDULE

Table with columns: PLAN CODE, MFR, MODEL, NOMINAL TONS, REFRIGERANT, POWER (V-Ph-Hz), COOLING CAPACITY (MBH), HEATING CAPACITY (MBH), MCA, MOCP, WEIGHT (LBS), EER, NOTES. Includes notes on system design, capacities, and piping requirements.

GRILLES, REGISTERS AND DIFFUSERS SCHEDULE

Table with columns: PLAN CODE, MFR, MODEL, FACE SIZE (Height/Width/Ø), NECK SIZE (Height/Width/Ø), MAX CFM, NOISE CRITERIA (NC), TOTAL PRESSURE (IN WC), STYLE, MATERIAL, FINISH, REMARKS. Includes notes on damper types and deflection angles.

ELECTRIC DUCT HEATER SCHEDULE

Table with columns: PLAN CODE, MFR, MODEL, DUTY, SIZE (W"x"H"), ACFM, EAT / LAT (DEG F), CAPACITY (KW), MAX AIR PRESS. DROP ("W.C.), POWER (V-Ph-Hz), REMARKS. Includes notes on unit mounting, duct sensors, and performance at elevation.

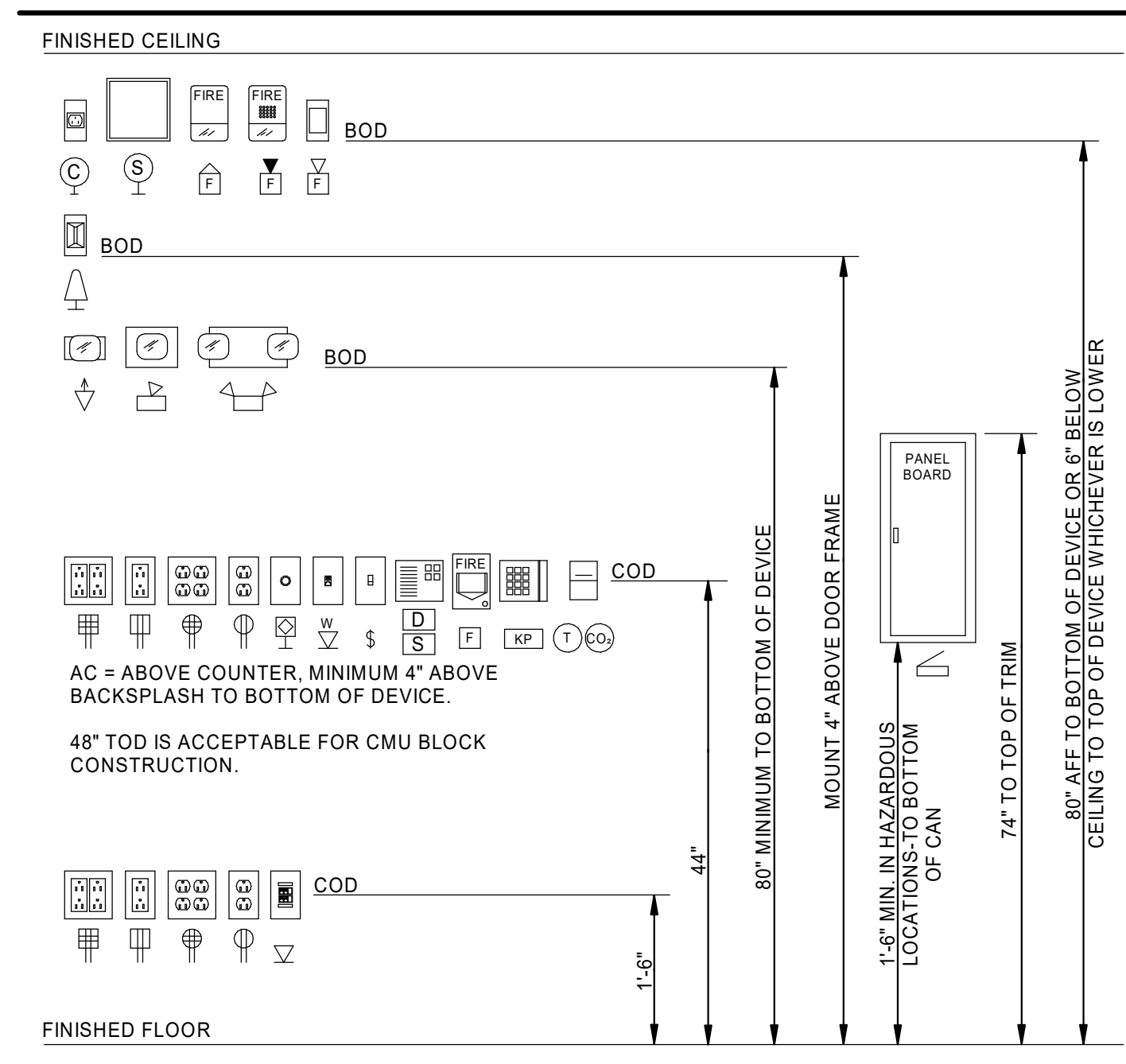
VRV SYSTEM INDOOR UNIT SCHEDULE

Table with columns: PLAN CODE, MFR, MODEL, CONFIG., NOMINAL SIZE (FT), HEAT PUMP PLANT, COOLING PERFORMANCE (EAC DBRH, TOTAL CAPACITY, SENSIBLE CAPACITY), HEATING PERFORMANCE (EAT, CAPACITY), FAN DATA (AIRFLOW, SOUND POWER, POWER, FAN MOTOR WATTS, UNIT MCA), NOTES. Includes notes on unit usage and condensate pump configurations.

MECHANICAL SHEET INDEX

- M001 MECHANICAL SCHEDULES & LEGENDS
M011 FIRST FLOOR DEMO PLAN
M012 SECOND FLOOR DEMO PLAN
M013 ROOF DEMOLITION PLAN
M101 FIRST FLOOR HVAC REMODEL PLAN
M102 SECOND FLOOR HVAC REMODEL PLAN
M103 ROOF HVAC REMODEL PLAN
M400 FLOW DIAGRAMS AND DETAILS
M500 TC DIAGRAMS

INTERIOR BOX MOUNTING HEIGHTS



NOT ALL SYMBOLS ARE IN USE

ELECTRICAL LEGEND

LIGHTING		ABBREVIATIONS AND MISCELLANEOUS		DEVICES AND POWER	
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
[Symbol]	LAY-IN OR RECESSED FIXTURE, SIZE ON PLANS	AC	ABOVE COUNTER, 4" BACK SPLASH	[Symbol]	SWITCH - SPST
[Symbol]	WALL MOUNTED FIXTURE, SIZE ON PLANS	ATS	AUTOMATIC TRANSFER SWITCH	[Symbol]	2 SINGLE POLE, DOUBLE THROW
[Symbol]	SURFACE MOUNTED FIXTURE, SIZE ON PLANS	AFG	ABOVE FINISHED GRADE	[Symbol]	3 THREEWAY
[Symbol]	PENDANT OR SURFACE MOUNTED FIXTURE, SIZE ON PLANS	AFF	ABOVE FINISHED FLOOR	[Symbol]	4 FOURWAY
[Symbol]	PENDANT MOUNTED FIXTURE, SIZE ON PLANS	BLG	BELOW GRADE	[Symbol]	K KEY OPERATED
[Symbol]	SHADED FIXTURE INDICATES FIXTURE IS UNSWITCHED AND ALSO INDICATES EMERGENCY POWER.	BOD	BOTTOM OF DEVICE	[Symbol]	P PILOT LIGHT
[Symbol]	RECESSED DOWNLIGHT FIXTURE	C	CONDUIT	[Symbol]	WP WEATHERPROOF
[Symbol]	SURFACE MOUNTED FIXTURE	CAS	CARD ACCESS SYSTEM	[Symbol]	OS OCCUPANCY SENSOR
[Symbol]	WALL WASH OR DIRECTIONAL FIXTURE	CCTV	CLOSED CIRCUIT TV	[Symbol]	D DIMMER
[Symbol]	WALL SCONCE FIXTURE	CLG	CEILING	[Symbol]	MC SPOT-MOMENTARY CONTACT
[Symbol]	TRACK FIXTURE, SEE PLAN FOR SIZE AND HEADS	COD	CENTER OF DEVICE	[Symbol]	LV LOW VOLTAGE
[Symbol]	CEILING FAN FIXTURE	CU	COPPER	[Symbol]	T TIMER SWITCH
[Symbol]	CEILING MOUNTED, WALL MOUNTED EXIT LIGHT (W/ DIRECTIONAL ARROWS)	DVR	DIGITAL VIDEO RECORDER	[Symbol]	TS TEST SWITCH
[Symbol]	1 HEAD REMOTE EMERGENCY LIGHT	(E)	EXISTING	[Symbol]	OC OCCUPANCY SENSOR (CEILING) - SUBSCRIPT IS TYPE
[Symbol]	2 HEAD EMERGENCY LIGHT BATTERY PACK	EC	ELECTRICAL CONTRACTOR	[Symbol]	RECEPTACLE - SIMPLEX
[Symbol]	1 HEAD REMOTE EMERGENCY LIGHT BATTERY PACK	EF	EXHAUST FAN	[Symbol]	RECEPTACLE - DUPLEX, MOUNTING IN CEILING
[Symbol]	2 HEAD LIGHT WITH MOTION SENSOR	GC	GENERAL CONTRACTOR	[Symbol]	GFI RECEPTACLE - DUPLEX, MOUNTING IN CEILING
[Symbol]	SQUARE POLE MOUNTED FIXTURE, EXTERIOR	GND	GROUND	[Symbol]	RECEPTACLE - DUPLEX
[Symbol]	ROUND POLE MOUNTED FIXTURE, EXTERIOR	LSI	FIELD ADJUSTABLE LONG TIME, SHORT TIME AND INSTANTANEOUS	[Symbol]	GFI RECEPTACLE - DUPLEX (GROUND FAULT INTERRUPT)
[Symbol]	POST TOP FIXTURE, EXTERIOR	LSIG	FIELD ADJUSTABLE LONG TIME, SHORT TIME, INSTANTANEOUS AND GROUND FAULT	[Symbol]	USB DEVICE RECEPT W/2 USB PORTS
[Symbol]	BOLLARD FIXTURE, EXTERIOR	MC	MECHANICAL CONTRACTOR	[Symbol]	DC DROP CORD
[Symbol]	DIRECTIONAL INGROUND FIXTURE, EXTERIOR	(N)	NEW	[Symbol]	WP WEATHERPROOF COVER & WEATHER RESISTANT RECEPTACLE
		NL	NIGHT LIGHT	[Symbol]	TR TAMPER RESISTANT
		PTZ	PAN-TILT-ZOOM	[Symbol]	S SURGE PROTECTED
		QTY	QUANTITY	[Symbol]	IG ISOLATED GROUND
		(R)	RELOCATED	[Symbol]	FILLED CENTER INDICATES HOSPITAL GRADE EMERGENCY RECEPTACLE
		SF	SURFACE	[Symbol]	RECEPTACLE - DOUBLE DUPLEX
		TBB	TELECOMMUNICATIONS BONDING BACKBONE	[Symbol]	GFI RECEPTACLE - DOUBLE DUPLEX
		TC	TEMPERATURE CONTROL CONTRACTOR	[Symbol]	- SAME INDICATORS AS SHOWN FOR DUPLEX RECEPTACLE
		TMGB	TELECOMMUNICATIONS MAIN GROUNDING BUS BAR	[Symbol]	RECEPTACLE - 208V
		TTB	TELEPHONE TERMINAL BOARD	[Symbol]	R RANGE - NEMA 14-50R
		TYP	TYPICAL	[Symbol]	D DRYER - NEMA 14-30R
		UG	UNDERGROUND	[Symbol]	W WELDER - NEMA 14-50R
		UON	UNLESS OTHERWISE NOTED	[Symbol]	* NEMA CONFIGURATION AS NOTED
		W/	WITH	[Symbol]	208V RECEPTACLE IN RECESSED FLOORBOX
		WM	WIRE MOLD	[Symbol]	DUPLEX RECEPTACLE/GFI IN RECESSED FLOORBOX
		WP	WEATHER PROOF (WHILE IN USE)	[Symbol]	DOUBLE DUPLEX RECEPTACLE/GFI IN RECESSED FLOORBOX
		XFMR	TRANSFORMER	[Symbol]	J-BOX - BOX INDICATES FLOOR MOUNTING - 4"X4"X2-1/8" DEEP UNLESS OTHERWISE NOTED
		a,b,c etc	SWITCH DESIGNATION	[Symbol]	POWER POLE
		BN1L-2,4,6	CIRCUIT DESIGNATION, PANEL BN1L, CIRCUITS 2,4,6	[Symbol]	T THERMOSTAT/TEMPERATURE SENSOR BY MC OR TC, J-BOX AND CONDUIT TO CEILING BY EC
		1/E501	INDICATES DETAIL 1 ON SHEET E501	[Symbol]	CD CARBON MONOXIDE DETECTOR BY MC, J-BOX & CONDUIT TO CEILING BY EC
		#	SHEET WORK NOTE	[Symbol]	\$M MANUAL MOTOR DISCONNECT/STARTER SWITCH
		#	SHEET DEMO WORK NOTE	[Symbol]	P EMERGENCY PUSHBUTTON
		—	HOME RUN TO PANEL	[Symbol]	R RELAY
		---	CONDUIT CONCEALED IN CEILING OR WALL	[Symbol]	PC PHOTOCELL, PHOTOCELL WALL MOUNTED
		- - -	CONDUIT CONCEALED UNDER FLOOR	[Symbol]	PC+ SPECIAL PURPOSE CONNECTION - BOX INDICATES FLOOR MOUNTING - WORK AS NOTED
		LV	LOW VOLTAGE CIRCUIT	[Symbol]	EM ELECTRIC MOTOR CONNECTION
		—	FIBER OPTIC CABLE	[Symbol]	CS COMBINATION STARTER/DISCONNECT SWITCH
		—	CABLE TRAY	[Symbol]	DS DISCONNECT SWITCH
		—	CIRCUIT, NUMBER OF HASH MARKS INDICATES NUMBER OF CONDUCTORS IN CABLE/RACEWAY. GROUND WIRE IS NOT SHOWN BUT SHALL BE INCLUDED. NO HASH MARKS INDICATES 2 CONDUCTORS PLUS GROUND.	[Symbol]	CB CONTACTOR
				[Symbol]	CB CIRCUIT BREAKER
				[Symbol]	VFD VARIABLE FREQUENCY DRIVE
				[Symbol]	CP CONTROL PANEL
				[Symbol]	LRP LIGHTING RELAY PANEL
				[Symbol]	TCP TEMPERATURE CONTROL PANEL
				[Symbol]	GAP GENERATOR ANNUNCIATOR PANEL
				[Symbol]	PACP PA CONTROL PANEL
				[Symbol]	MGA MED GAS ALARM PANEL
				[Symbol]	TC TIME CLOCK
				[Symbol]	EP EXISTING PANELBOARD, SURFACE MOUNTED
				[Symbol]	EP EXISTING PANELBOARD, FLUSH MOUNTED
				[Symbol]	EP PANELBOARD, SURFACE MOUNTED
				[Symbol]	EP PANELBOARD, FLUSH MOUNTED
				[Symbol]	EM or P ELECTRIC METER, BUILDING MOUNTED
				[Symbol]	TR TRANSFORMER, INTERIOR
				[Symbol]	TR TRANSFORMER, EXTERIOR

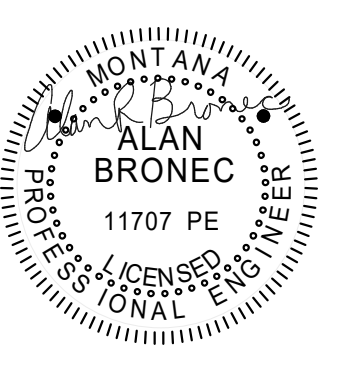
COMMUNICATIONS (ROUGH IN ONLY)

SYMBOL	DESCRIPTION
[Symbol]	CATV JACK, WALL MOUNTED
[Symbol]	CATV JACK CEILING MOUNTED
[Symbol]	MICROPHONE OUTLET
[Symbol]	SPEAKER, SPEAKER WALL MOUNTED
[Symbol]	CLOCK HANGER RECEPTACLE
[Symbol]	VOICE/DATA JACK
#	NUMERICAL SUBSCRIPT INDICATES NUMBER OF CABLES/JACKS, NO SUBSCRIPT ASSUMES TWO CABLES/JACKS
W	WALL MOUNT TELEPHONE READY JACK
WAP	WIRELESS ACCESS POINT
[Symbol]	VOICE/DATA JACK MOUNTED IN FLOORBOX
#	NUMERICAL SUBSCRIPT INDICATES NUMBER OF CABLES/JACKS, NO SUBSCRIPT INDICATES TWO CABLES/JACKS
[Symbol]	EXISTING VOICE/DATA JACK
[Symbol]	DATA RACK

ELECTRICAL SHEET INDEX

E001	ELECTRICAL LEGEND
E002	ELECTRICAL DETAILS
E004	ELECTRICAL SCHEDULES
E100	FIRST FLOOR - ELECTRICAL DEMO PLAN
E100A	FIRST FLOOR LIGHTING PLAN
E101	SECOND FLOOR - DEMO ELECTRICAL PLAN
E102	ROOF - DEMO ELECTRICAL PLAN
E201	SECOND FLOOR - RENO LIGHTING PLAN
E300	FIRST FLOOR - RENO POWER PLAN
E301	SECOND FLOOR - RENO POWER PLAN
E302	ROOF - RENO POWER PLAN
E501	ELECTRICAL SPECIFICATIONS

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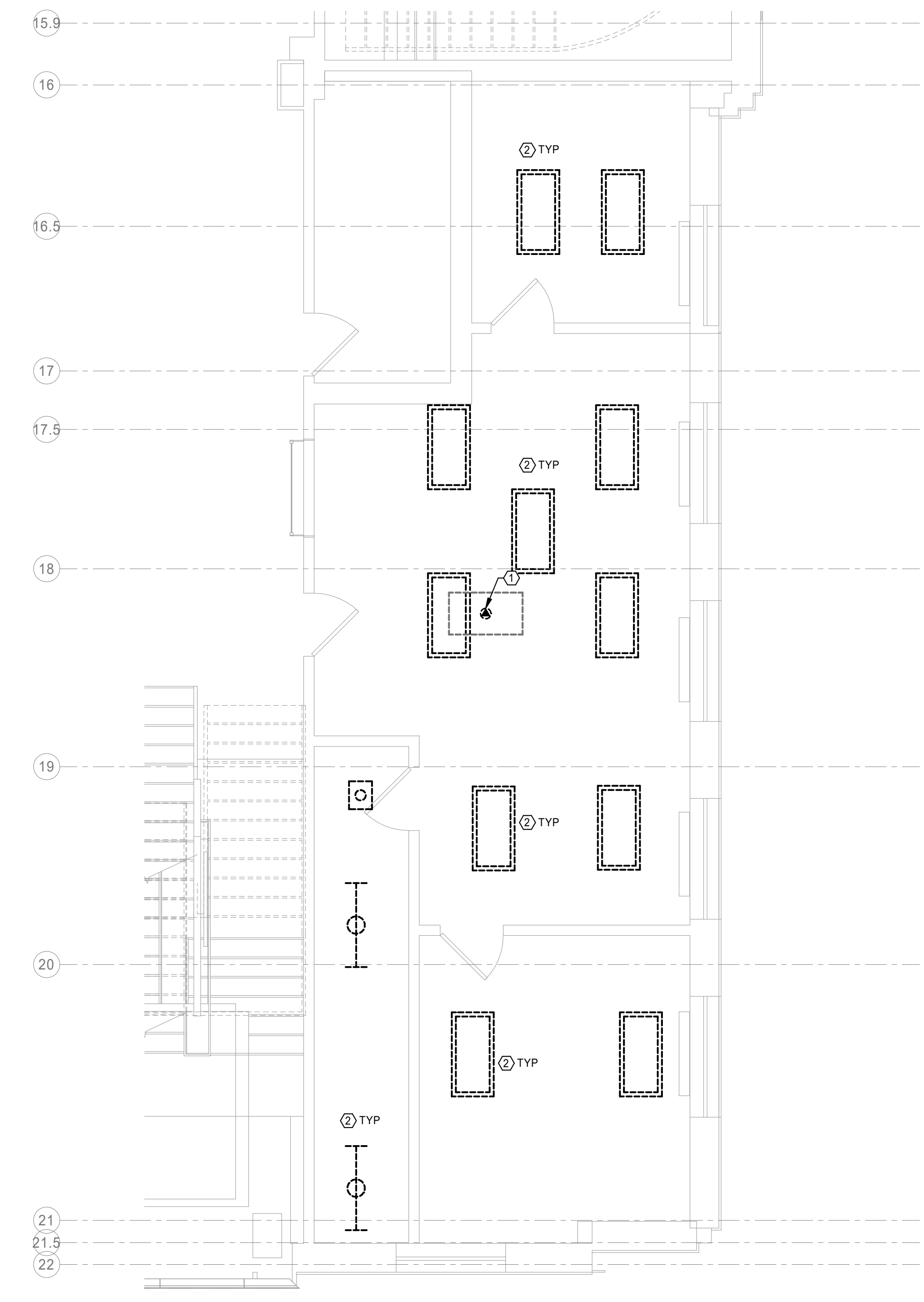


KEYNOTES

1. DISCONNECT EXISTING FAN COIL UNIT. REMOVE ALL ASSOCIATED DISCONNECT MEANS, CONTROLS, AND CIRCUITING.
2. REMOVE EXISTING LIGHTING FIXTURES AND ASSOCIATED SWITCHING DEVICES. CIRCUITRY MAY BE REUSED TO EXTENT POSSIBLE TO SERVE NEW LIGHT FIXTURES. EXTEND EXISTING CIRCUITING AS NECESSARY.

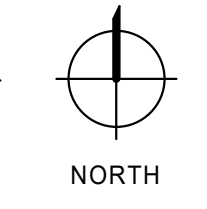
GENERAL DEMOLITION NOTES

- A. ELECTRICAL WORK IS THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR. PATCHING AND PAINTING IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
- B. DISCONNECT ALL ELECTRICAL ITEMS WHICH ARE TO BE REMOVED AND/OR RELOCATED WHILE MAINTAINING CONTINUITY OF REMAINING CIRCUITRY.
- C. PROVIDE NEW CONDUCTORS, RACEWAYS, ETC., AS REQUIRED TO MAINTAIN OPERATION OF EXISTING OUTLETS, EQUIPMENT, ETC. WHICH REMAIN OR ARE RELOCATED.
- D. NO EXISTING WIRING MAY BE REUSED IN THE NEW ELECTRICAL WORK UNLESS OTHERWISE NOTED.
- E. ALL EXISTING CIRCUITS, CONDUIT AND WIRE THAT ARE NOT IN USE AFTER DEMOLITION IS COMPLETED SHALL BE REMOVED.
- F. EXISTING LIGHT FIXTURES WHICH ARE NOT REUSED SHALL BE DELIVERED TO THE OWNER.
- G. EXISTING CONDUITS IN THE FLOOR WHICH ARE NOT USED AND WHICH ARE ABANDONED SHALL BE TRIMMED TO FLOOR SURFACE, GROUND FLUSH AND FILLED WITH GROUT. FINISH FLOOR TO MATCH EXISTING.
- H. WORK SHALL BE PERFORMED WITH NO DISRUPTION OF THE OWNER'S BUSINESS. ALL ELECTRICAL POWER DISRUPTIONS SHALL BE SCHEDULED AND APPROVED BY THE OWNER.
- I. ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH NEC, STATE AND LOCAL BUILDING CODE.
- J. ALL DASHED ITEMS ON DEMOLITION PLANS ARE TO BE REMOVED UNLESS NOTED OTHERWISE. SOLID ITEMS ARE TO REMAIN OR TO BE RELOCATED AS NOTED. NOTE - ITEMS SHOWN IN THE DEMOLITION PLANS ARE BASED ON FIELD OBSERVATIONS. ADDITIONAL ELECTRICAL ITEMS MAY BE ENCOUNTERED THAT ARE NOT SHOWN - ALL GENERAL ELECTRICAL ITEMS ARE TO BE REMOVED THAT ARE NOT SHOWN, BUT ARE IN AREAS OF COMPLETE REMODEL.



1
E100 1/4" = 1'-0"

ELECTRICAL DEMO PLAN - 1ST FLOOR - CITY PROSECUTORS



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 5 11.17.2022 PR-04

FIRST FLOOR -
ELECTRICAL DEMO
PLAN

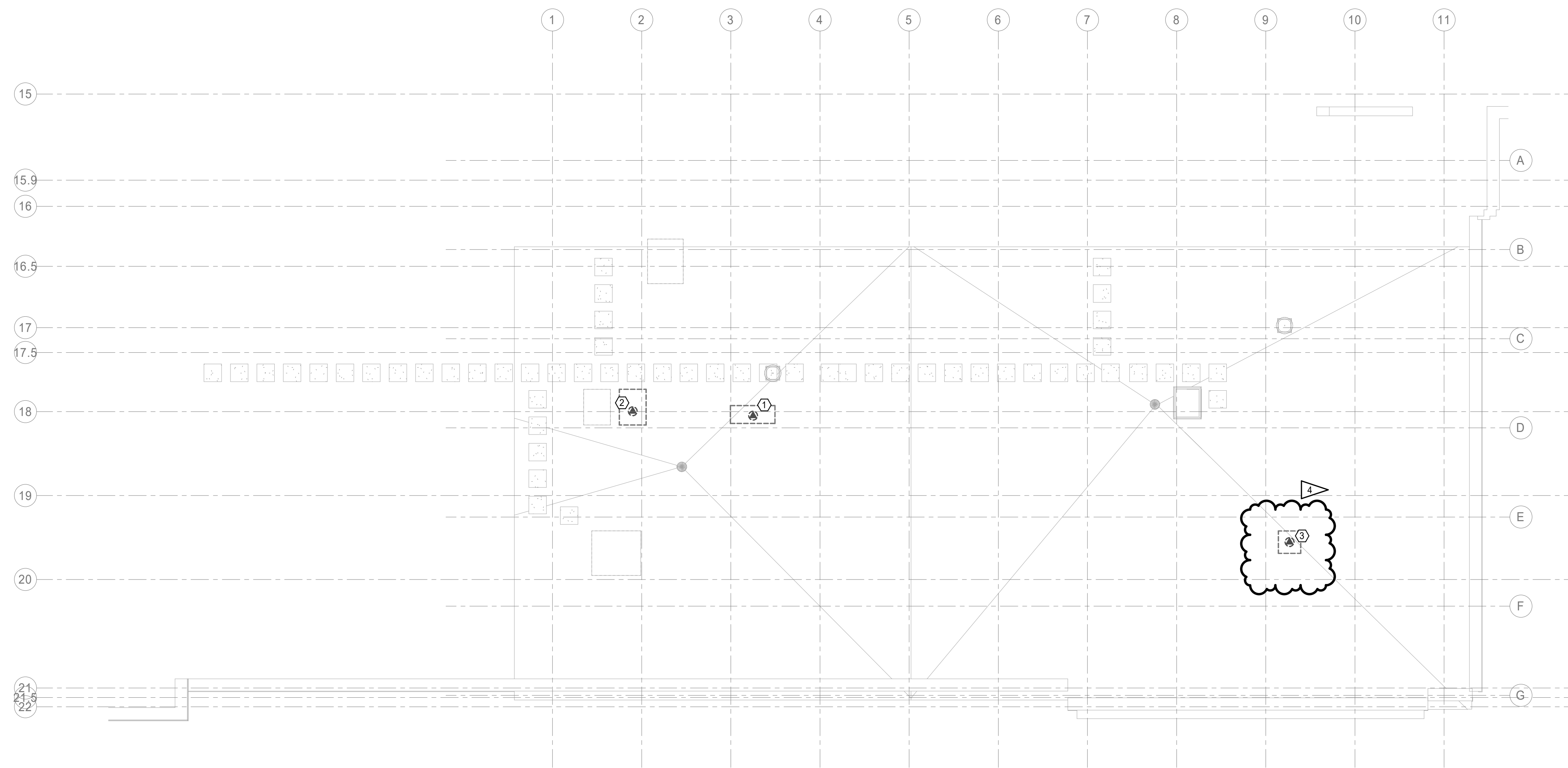
E100

GENERAL DEMOLITION NOTES

- A. ELECTRICAL WORK IS THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR. PATCHING AND PAINTING IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
- B. DISCONNECT ALL ELECTRICAL ITEMS WHICH ARE TO BE REMOVED AND/OR RELOCATED WHILE MAINTAINING CONTINUITY OF REMAINING CIRCUITRY.
- C. PROVIDE NEW CONDUCTORS, RACEWAYS, ETC., AS REQUIRED TO MAINTAIN OPERATION OF EXISTING OUTLETS, EQUIPMENT, ETC. WHICH REMAIN OR ARE RELOCATED.
- D. NO EXISTING WIRING MAY BE REUSED IN THE NEW ELECTRICAL WORK UNLESS OTHERWISE NOTED.
- E. ALL EXISTING CIRCUITS, CONDUIT AND WIRE THAT ARE NOT IN USE AFTER DEMOLITION IS COMPLETED SHALL BE REMOVED.
- F. EXISTING CONDUITS IN THE FLOOR WHICH ARE NOT USED AND WHICH ARE ABANDONED SHALL BE TRIMMED TO FLOOR SURFACE, GROUND FLUSH AND FILLED WITH GROUT. FINISH FLOOR TO MATCH EXISTING.
- G. WORK SHALL BE PERFORMED WITH NO DISRUPTION OF THE OWNER'S BUSINESS. ALL ELECTRICAL POWER DISRUPTIONS SHALL BE SCHEDULED AND APPROVED BY THE OWNER.
- H. ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH NEC, STATE AND LOCAL BUILDING CODE.
- I. ALL DASHED ITEMS ON DEMOLITION PLANS ARE TO BE REMOVED UNLESS NOTED OTHERWISE. SOLID ITEMS ARE TO REMAIN OR TO BE RELOCATED AS NOTED. NOTE - ITEMS SHOWN IN THE DEMOLITION PLANS ARE BASED ON FIELD OBSERVATIONS. ADDITIONAL ELECTRICAL ITEMS MAY BE ENCOUNTERED THAT ARE NOT SHOWN - ALL GENERAL ELECTRICAL ITEMS ARE TO BE REMOVED THAT ARE NOT SHOWN, BUT ARE IN AREAS OF COMPLETE REMODEL.

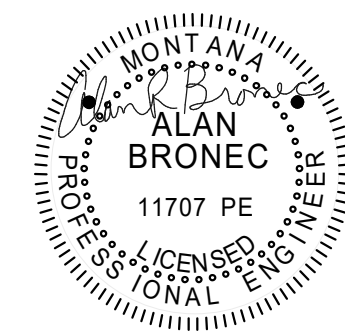
KEYNOTES

1. DISCONNECT EXISTING CONDENSING UNIT. REMOVE ALL ASSOCIATED DISCONNECT MEANS AND CONTROLS. FEEDERS TO REMAIN SO THEY MAY REFEED NEW ACCU-1A AS SHOWN ON E302.
2. DISCONNECT EXISTING HVAC UNIT. DISCONNECT AND REMOVE ALL ASSOCIATED DISCONNECT MEANS AND CONTROLS. REMOVE FEEDERS BACK TO PANEL 25. RELABEL BREAKER AS SPARE.
3. DISCONNECT EXISTING CONDENSING UNIT. REMOVE ALL ASSOCIATED DISCONNECT MEANS, CONTROLS, AND FEEDER BACK TO PANEL.



1 ROOF DEMO ELECTRICAL
E102 1/8" = 1'-0"

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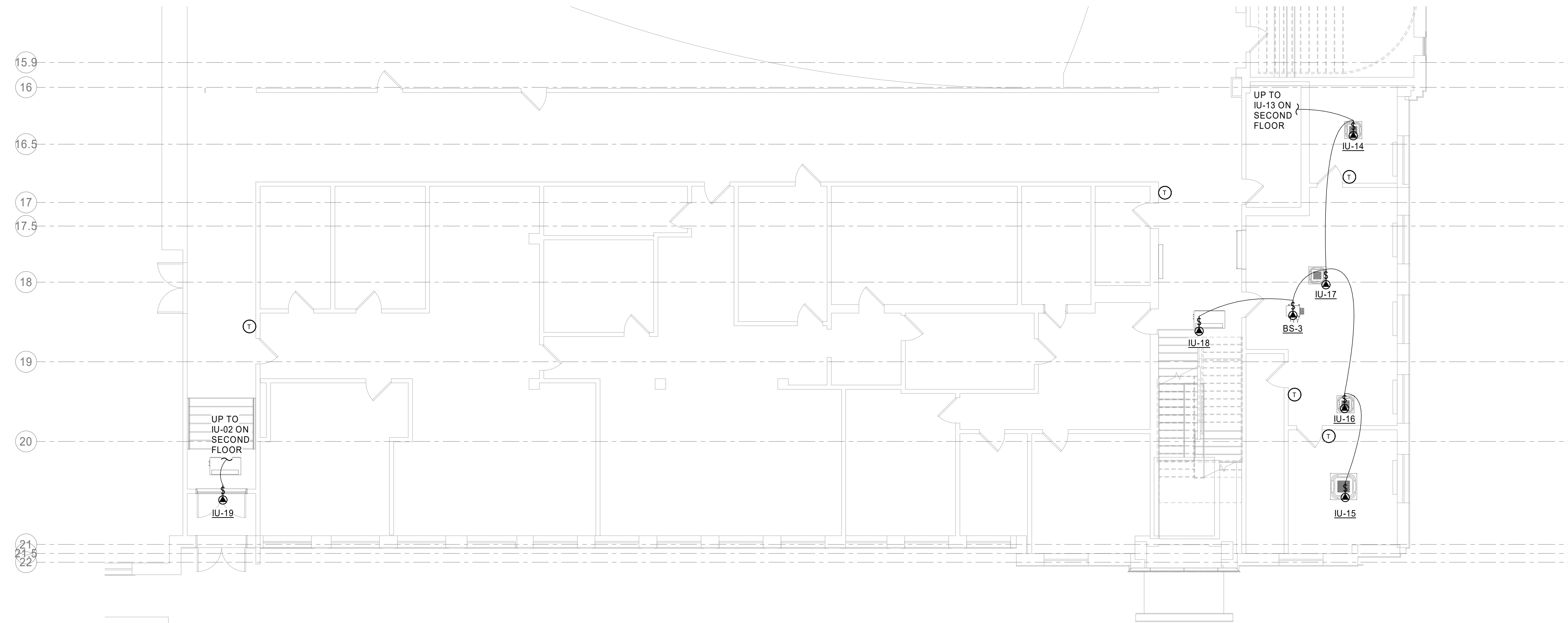
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ROOF - DEMO ELECTRICAL PLAN

E102



1 FIRST FLOOR - RENO POWER PLAN
E300 1/8" = 1'-0" NORTH

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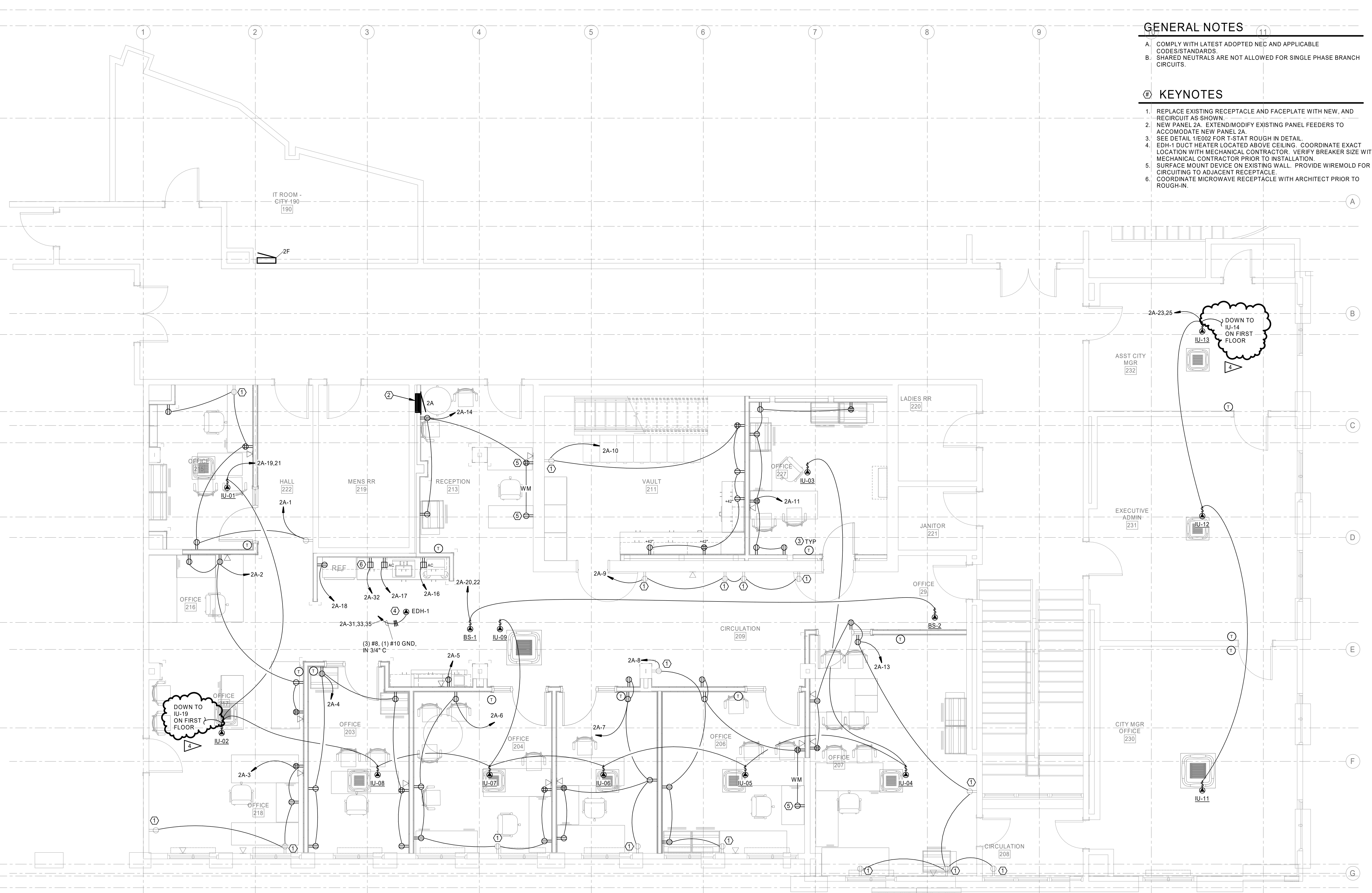
FIRST FLOOR - RENO
POWER PLAN
E300

GENERAL NOTES

- A. COMPLY WITH LATEST ADOPTED NEC AND APPLICABLE CODES/STANDARDS.
- B. SHARED NEUTRALS ARE NOT ALLOWED FOR SINGLE PHASE BRANCH CIRCUITS.

KEYNOTES

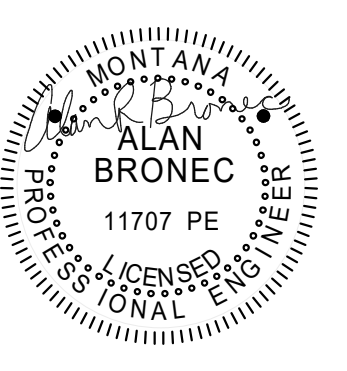
1. REPLACE EXISTING RECEPTACLE AND FACEPLATE WITH NEW, AND RECIRCUIT AS SHOWN.
2. NEW PANEL 2A. EXTEND/MODIFY EXISTING PANEL FEEDERS TO ACCOMMODATE NEW PANEL 2A.
3. SEE DETAIL 11E002 FOR T-STAT ROUGH IN DETAIL.
4. EDH-1 DUCT HEATER LOCATED ABOVE CEILING. COORDINATE EXACT LOCATION WITH MECHANICAL CONTRACTOR. VERIFY BREAKER SIZE WITH MECHANICAL CONTRACTOR PRIOR TO INSTALLATION.
5. SURFACE MOUNT DEVICE ON EXISTING WALL. PROVIDE WIREMOLD FOR CIRCUITING TO ADJACENT RECEPTACLE.
6. COORDINATE MICROWAVE RECEPTACLE WITH ARCHITECT PRIOR TO ROUGH-IN.



1 SECOND FLOOR - RENO POWER PLAN
E301 1/4" = 1'-0"



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 2 07.22.2022 PR-01
 4 10.05.2022 PR-03

SECOND FLOOR - RENO POWER PLAN

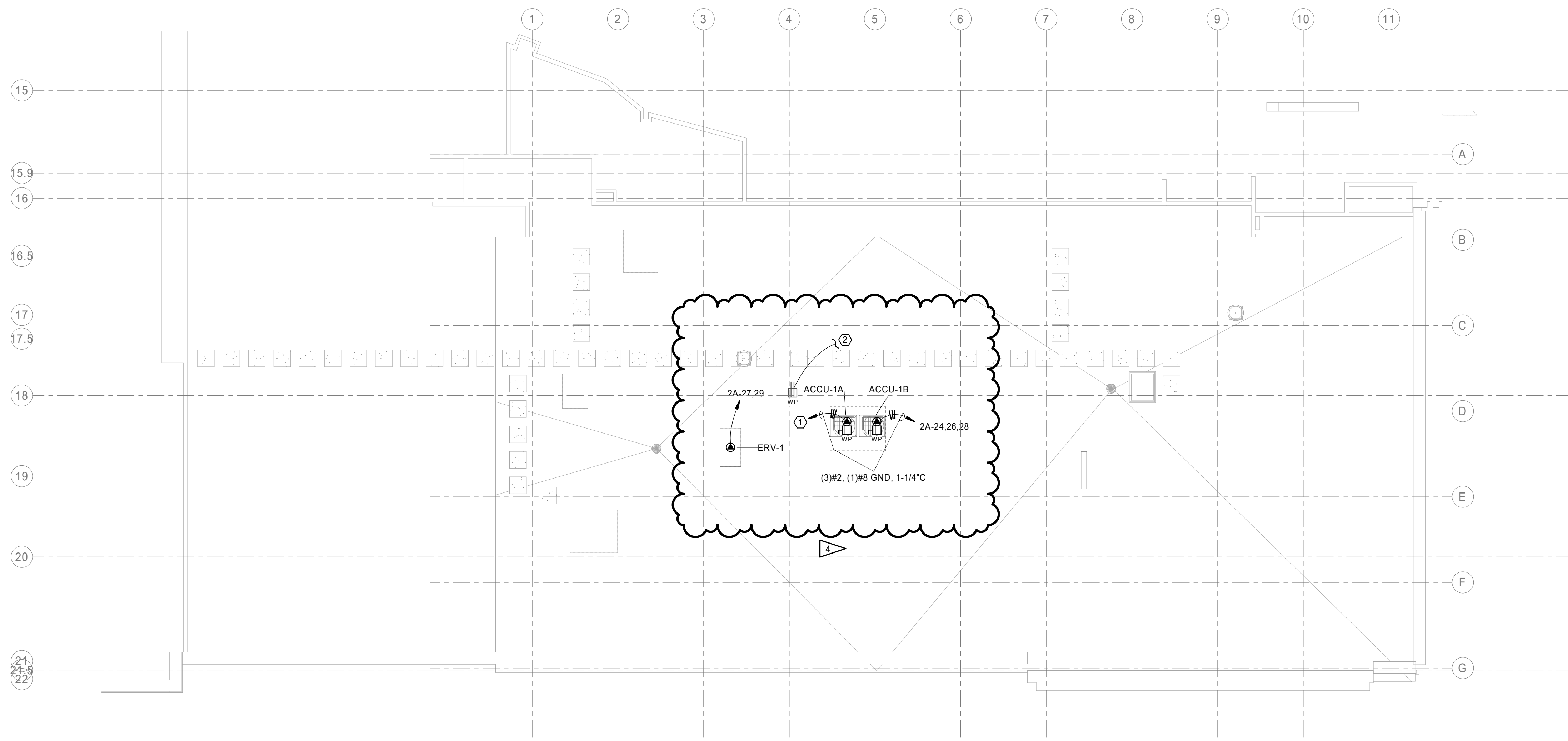
E301

GENERAL NOTES

- A. COMPLY WITH LATEST ADOPTED NEC AND APPLICABLE CODES/STANDARDS.
- B. SHARED NEUTRALS ARE NOT ALLOWED FOR SINGLE PHASE BRANCH CIRCUITS.

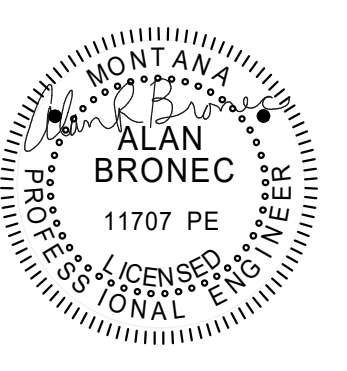
KEYNOTES

1. UTILIZE CIRCUIT IN PANEL 2F WHICH FED REMOVED CONDENSING UNIT. 100A BREAKER FORMERLY FEEDING CONDENSING UNIT SHALL BE REPLACED WITH NEW 100A BREAKER FOR ACCU-1A.
2. CIRCUIT TO NEAREST CONVENIENCE RECEPTACLE CIRCUIT. CIRCUIT SHALL NOT EXCEED 16 AMPS.



1 ROOF
E302 1/8" = 1'-0"

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ROOF - RENO POWER PLAN

HVAC ABBREVIATIONS

Table of HVAC abbreviations including terms like PERCENT, ACTUAL CFM, ABOVE FINISHED FLOOR, AIR HANDLING UNIT, etc.

MECHANICAL LEGEND

Table of mechanical symbols and descriptions including HEATING WATER SUPPLY, CONDENSER WATER SUPPLY, CHILLED WATER SUPPLY, etc.

ENERGY RECOVERY VENTILATOR SCHEDULE

Table with columns for PLAN CODE, MFR, MODEL, CFM, MIN ESP, WINTER DESIGN, SUMMER DESIGN, MOTOR (HP), POWER, UNIT WEIGHT, and NOTES.

AIR SOURCE VARIABLE REFRIGERANT FLOW (VRF) HEAT PUMP OUTDOOR UNIT SCHEDULE

Table with columns for PLAN CODE, MFR, MODEL, NOMINAL TONS, REFRIGERANT, POWER, COOLING CAPACITY, HEATING CAPACITY, MCA, MOC, WEIGHT, EER, and NOTES.

GRILLES, REGISTERS AND DIFFUSERS SCHEDULE

Table with columns for PLAN CODE, MFR, MODEL, FACE SIZE, NECK SIZE, MAX CFM, NOISE CRITERIA, TOTAL PRESSURE, STYLE, MATERIAL, FINISH, and REMARKS.

ELECTRIC DUCT HEATER SCHEDULE

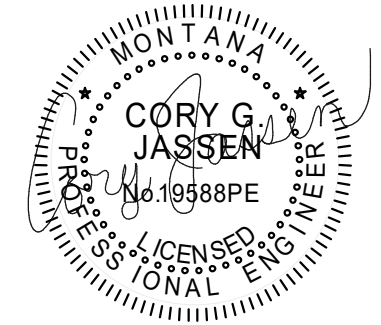
Table with columns for PLAN CODE, MFR, MODEL, DUTY, SIZE, ACFM, EAT / LAT, CAPACITY, MAX AIR PRESS. DROP, POWER, and REMARKS.

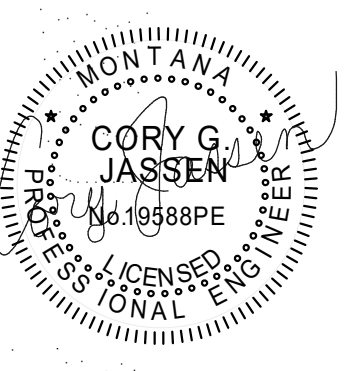
VRV SYSTEM INDOOR UNIT SCHEDULE

Table with columns for PLAN CODE, MFR, MODEL, CONFIG., NOMINAL SIZE, HEAT PUMP PLANT, COOLING PERFORMANCE, HEATING PERFORMANCE, FAN DATA, and NOTES.

MECHANICAL SHEET INDEX

- M001 MECHANICAL SCHEDULES & LEGENDS
M011 FIRST FLOOR DEMO PLAN
M012 SECOND FLOOR DEMO PLAN
M013 ROOF DEMOLITION PLAN
M101 FIRST FLOOR HVAC REMODEL PLAN
M102 SECOND FLOOR HVAC REMODEL PLAN
M103 ROOF HVAC REMODEL PLAN
M400 FLOW DIAGRAMS AND DETAILS
M500 TC DIAGRAMS





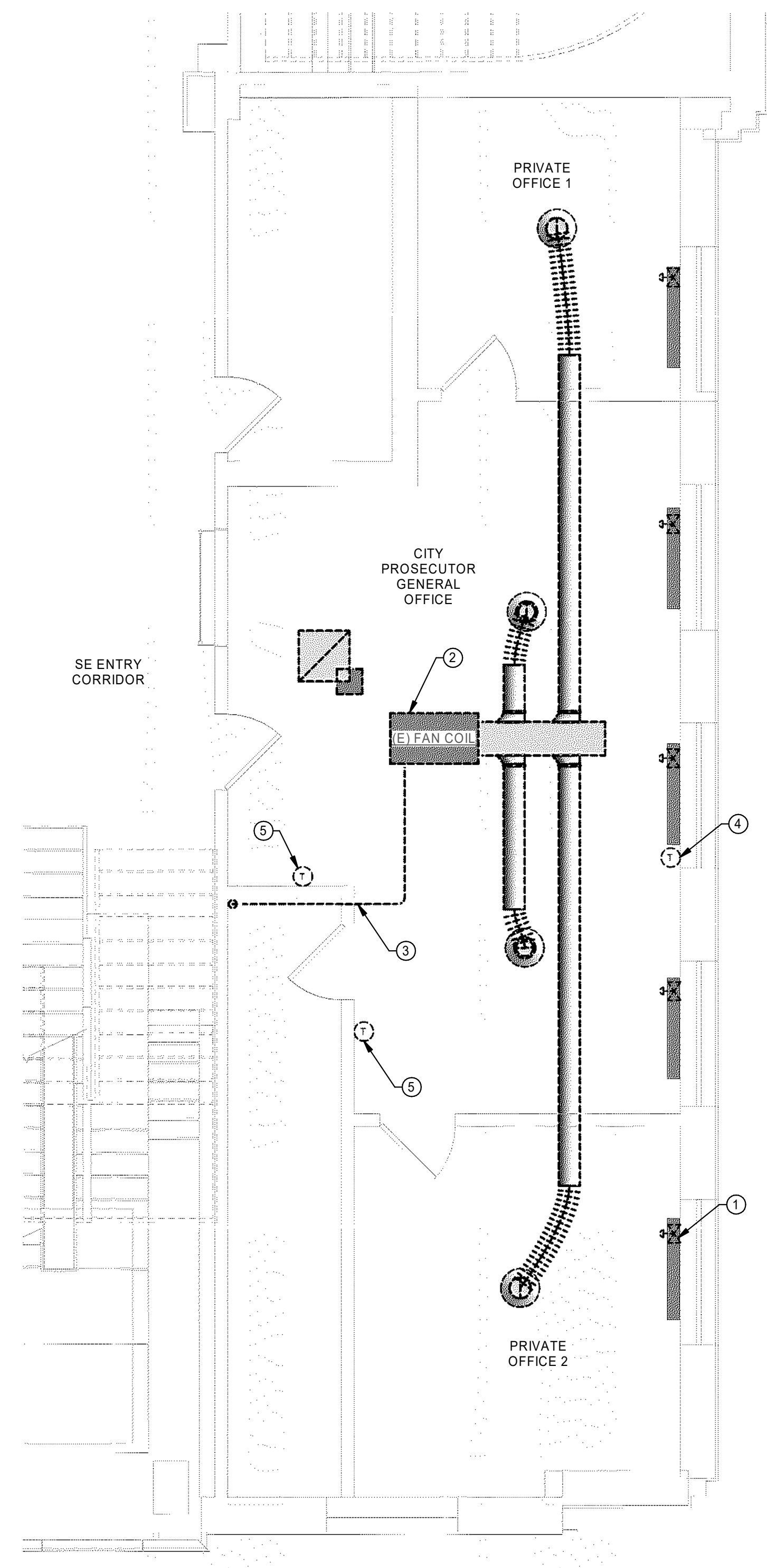
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3 09.09.2022 PR-02

FIRST FLOOR DEMO PLAN

M011

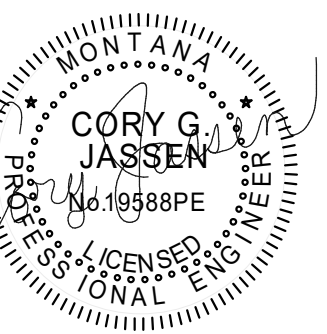


KEYNOTES

1. EXISTING STEAM HEAT CONVECTOR RECESSED IN WALL UNDER WINDOW TO REMAIN. REMOVE EXISTING PNEUMATIC STEAM CONTROL VALVE, PREPARE FOR INSTALLATION OF NEW ELECTRIC VALVE, TYPICAL OF 5.
2. REMOVE EXISTING COOLING FAN COIL UNIT FROM ABOVE THE CEILING AND ALL REFRIGERANT LISESET. REMOVE ALL SUPPLY DUCTS AND DIFFUSERS INDICATED BY BOLD DASHED LINES.
3. COMPLETELY REMOVE REFRIGERANT LIQUID AND SUCTION LINES FROM INDOOR UNIT TO OUTDOOR UNIT ON 2ND FLOOR ROOF.
4. REMOVE COOLING UNIT THERMOSTAT. COORDINATE WALL PATCH AND REPAIR WITH GC.
5. REMOVE EXISTING PNEUMATIC HEATING CONTROL THERMOSTAT. COORDINATE WALL PATCH AND REPAIR WITH GC.

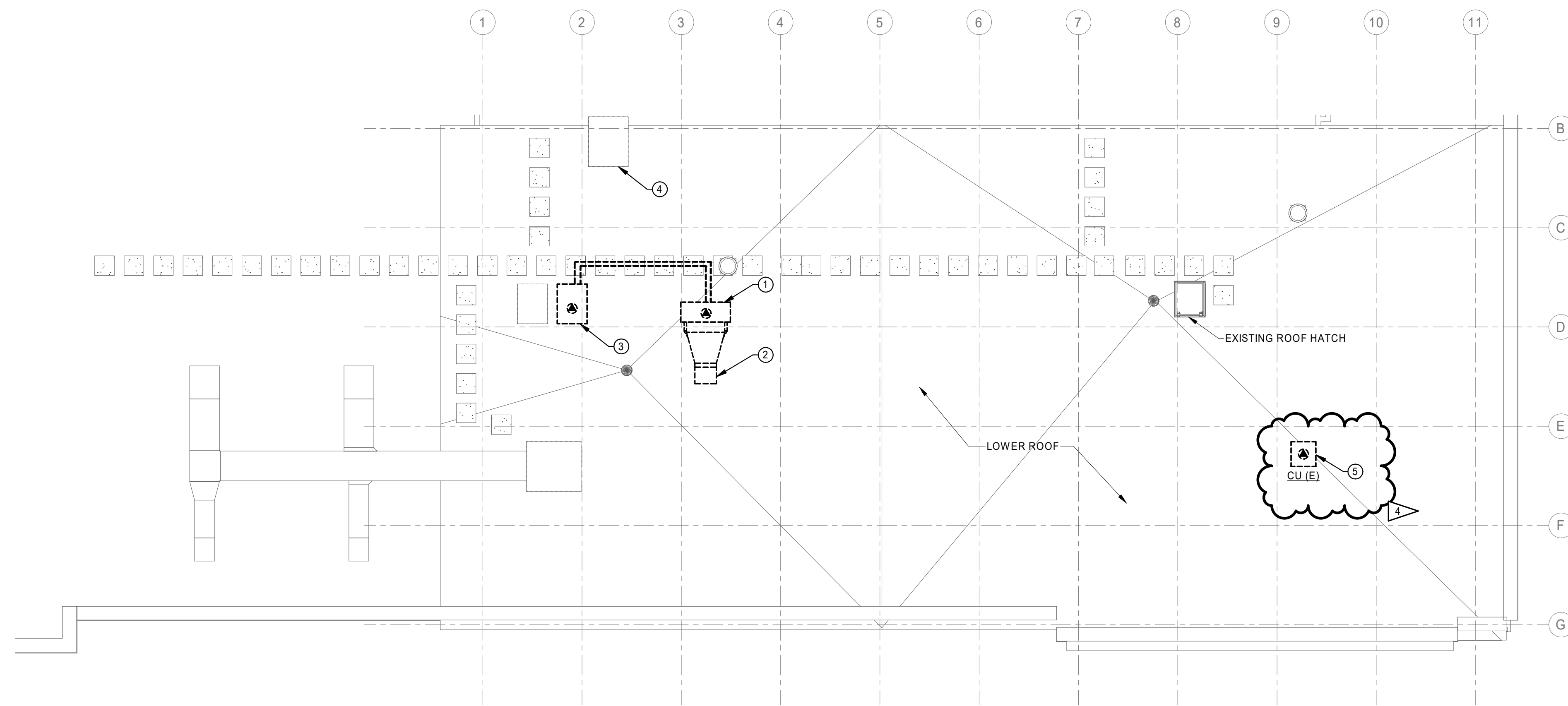
1
M011
HVAC DEMO PLAN - 1ST FLOOR - CITY PROSECUTORS
1/4" = 1'-0"





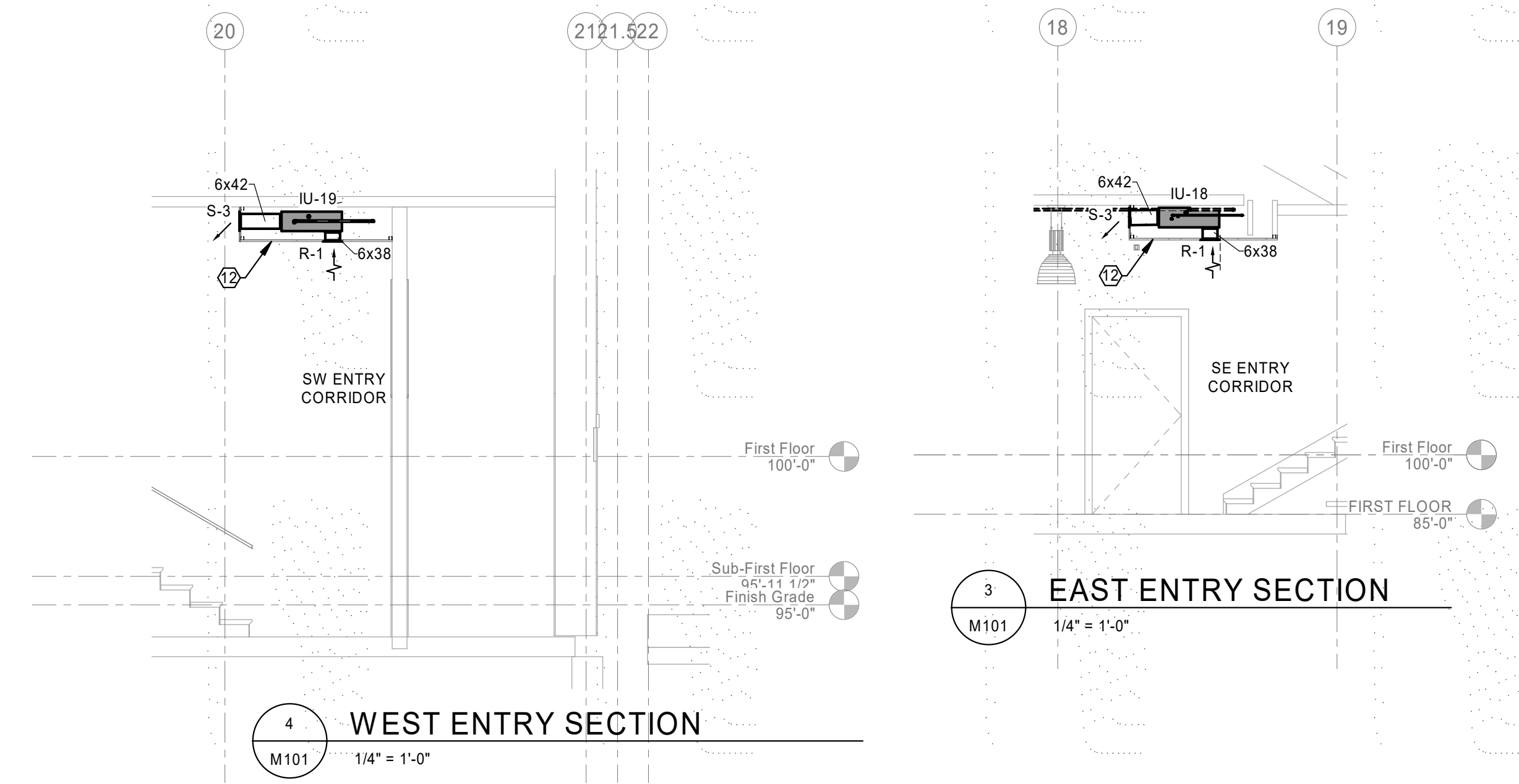
KEYNOTES

1. REMOVE EXISTING ROOFTOP DX COOLING AIR HANDLER COMPLETE.
2. REMOVE ALL SUPPLY AND RETURN DUCTS ASSOCIATED WITH THE DEMO UNIT. PREPARE EXISTING ROOF OPENING FOR REUSE WITH NEW ERV-1.
3. REMOVE THE CONDENSING UNIT ASSOCIATED WITH THE DEMO AIR HANDLER. REMOVE ALL ASSOCIATED REFRIGERANT PIPING AND SUPPORTS.
4. EXISTING ROOFTOP UNIT SERVES "CITY 7" DATA ROOM. UNIT TO REMAIN. SEE GRD REPLACEMENT ON SHEET M102.
5. EXISTING CONDENSATE UNIT SERVING CITY PROSECUTOR OFFICES REMOVED IN SEPARATE CONTRACT. MC SHALL REMOVE EXISTING REFRIGERANT LINES DOWN TO EXISTING FAN COIL UNIT ABOVE CITY PROSECUTOR OFFICE SPACE CEILING.



1 HVAC DEMO PLAN - ROOF
M013 1/8" = 1'-0"



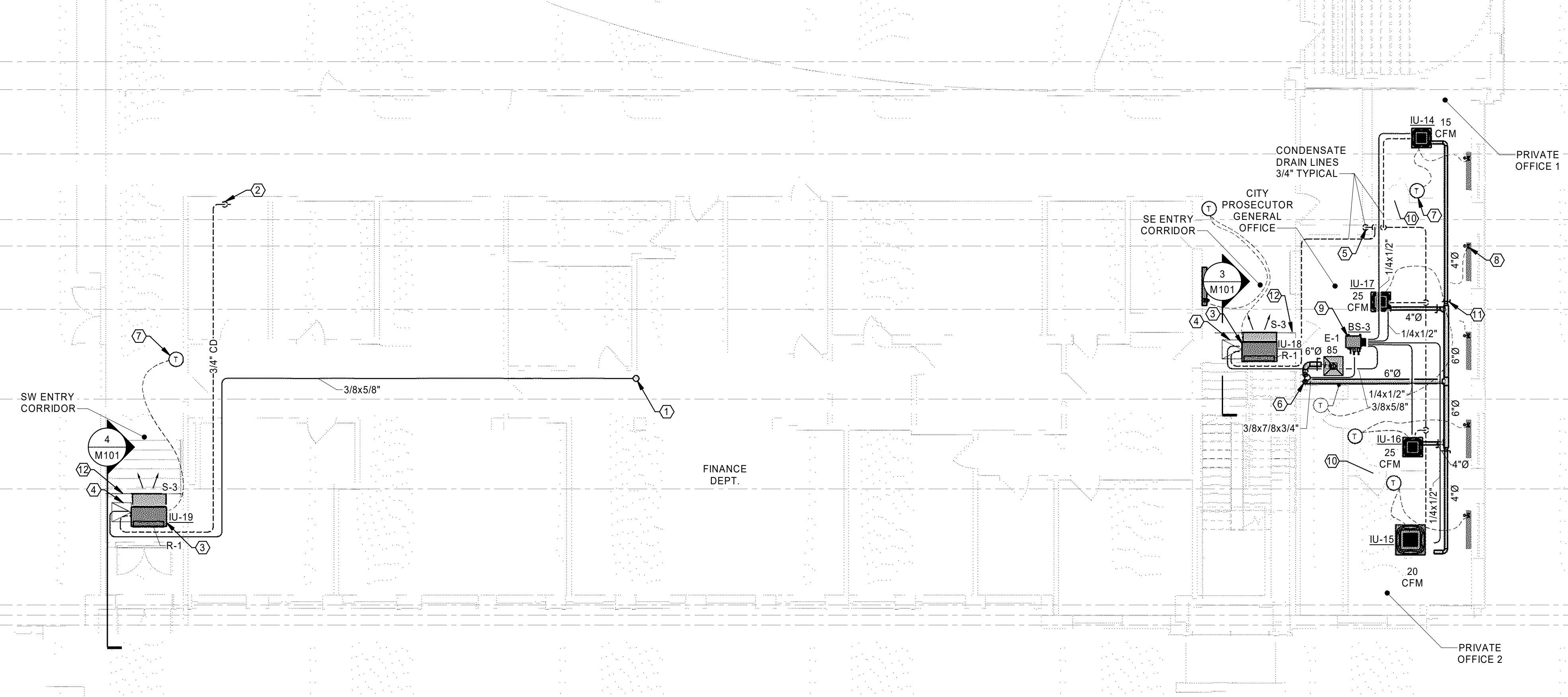


4 WEST ENTRY SECTION
M101 1/4" = 1'-0"

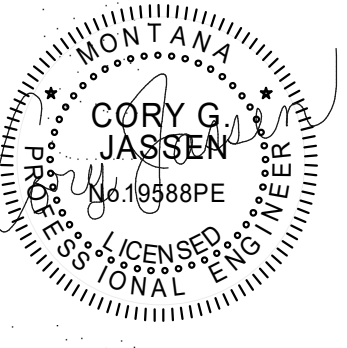
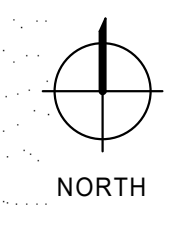
3 EAST ENTRY SECTION
M101 1/4" = 1'-0"

KEYNOTES

- REFRIGERANT LINES DOWN FROM 2ND FLOOR. ROUTE THROUGH CEILING SPACE OF 1ST FLOOR TO IU-19. SEE REFRIGERANT PIPING DIAGRAM 1/M400 FOR ADDITIONAL INFO.
- 3/4" CONDENSATE DRAIN DOWN BACK WALL TO EXISTING CONDENSATE DRAIN PIPES IN MECHANICAL CLOSET.
- NEW DUCTED CONCEALED FAN COIL. INSTALL IN NEW SOFFIT BY GC. SEE DETAIL 5/M400 AND SECTIONS 3.4/M101.
- 24x24 ACCESS PANEL IN SOFFIT BY GC. COORDINATE LOCATION FOR ACCESS TO DISCONNECT AND BEST UNIT SERVICE ACCESS.
- CONDENSATE DOWN IN WALL TO BATHROOM SINK DRAIN PIPE.
- 6" EXHAUST DUCT, 6" O.A SUPPLY DUCT, AND THREE REFRIGERANT LINES SIZED AS INDICATED. UP THRU FLOOR INTO EXISTING CHASE ON 2ND FLOOR. FLOOR PENETRATIONS(S) BY MC.
- NEW VRV WIRED WALL CONTROLLER BRC1E73 WIRED WALL CONTROLLER, OR EQUAL, TYPICAL.
- REPLACE EXISTING PNEUMATIC STEAM CONTROL VALVE WITH NEW 24 VOLT TWO-POSITION MOTORIZED VALVE. VALVE FURNISHED BY TC. INSTALLED BY MC. TYPICAL. SEE CONTROLS DIAGRAMS / SEQUENCE OF OPERATION ON M500.
- INSTALL BRANCH SELECTOR BOX ABOVE THE CEILING. SEE DETAIL 3/M400.
- GC UNDERCUT DOOR TO 1" CLEARANCE TO FLOOR.
- BALANCE FRESH AIR AND EXHAUST DUCTS TO CFM INDICATED, TYPICAL.
- NEW SOFFIT BY GC TO CONCEAL DUCTED INDOOR UNIT. SEE ARCH PLANS FOR MORE DETAILS.



1 HVAC PLAN - 1ST FLOOR - SOUTH
M101 1/8" = 1'-0"



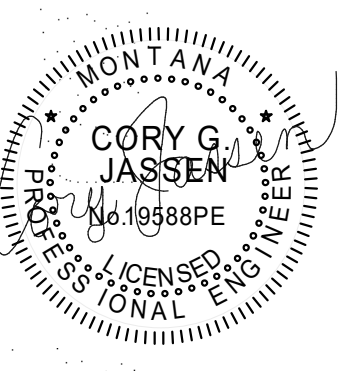
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PROJECT# | CITYGFCC_HR
DESIGNED BY | JASSEN
DRAWN BY | BLAKE
REVISIONS
3 09.09.2022 PR-02

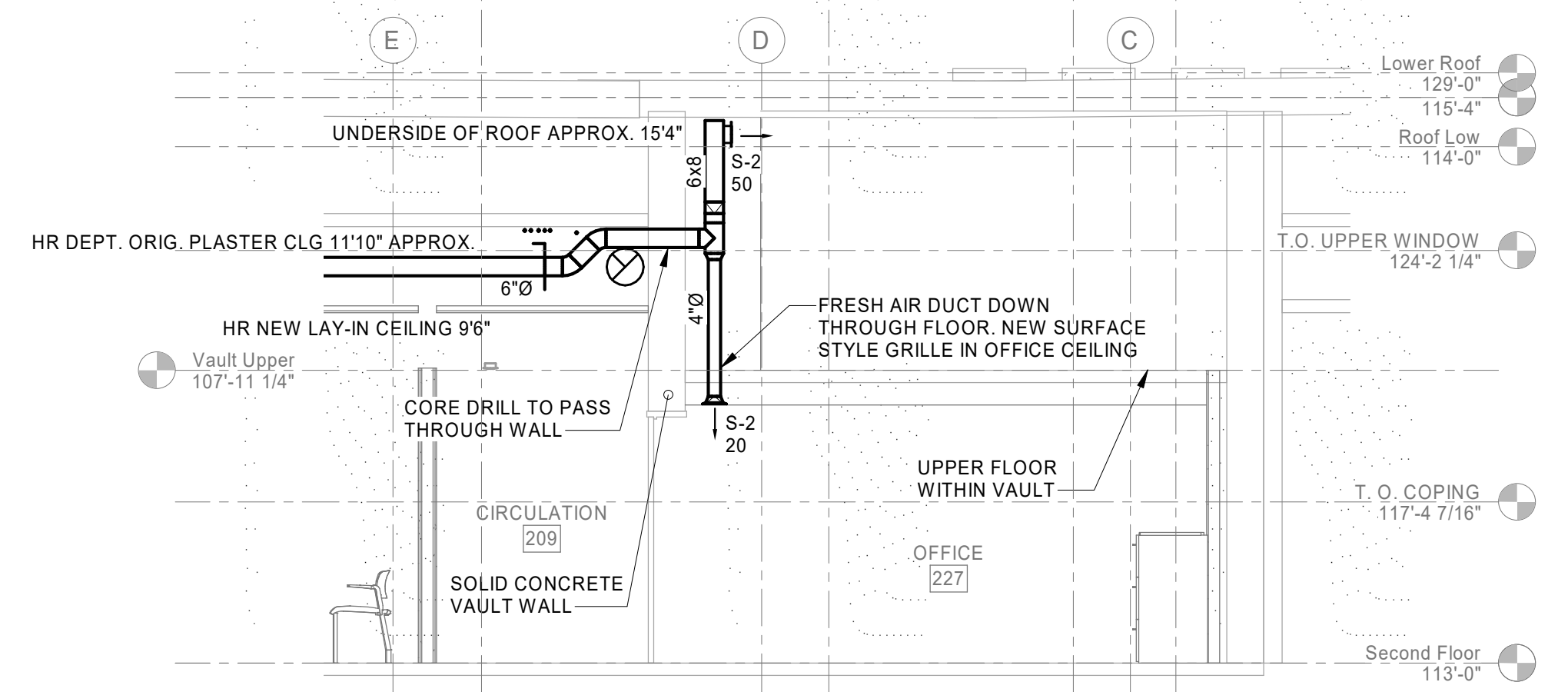
FIRST FLOOR HVAC
REMODEL PLAN

M101

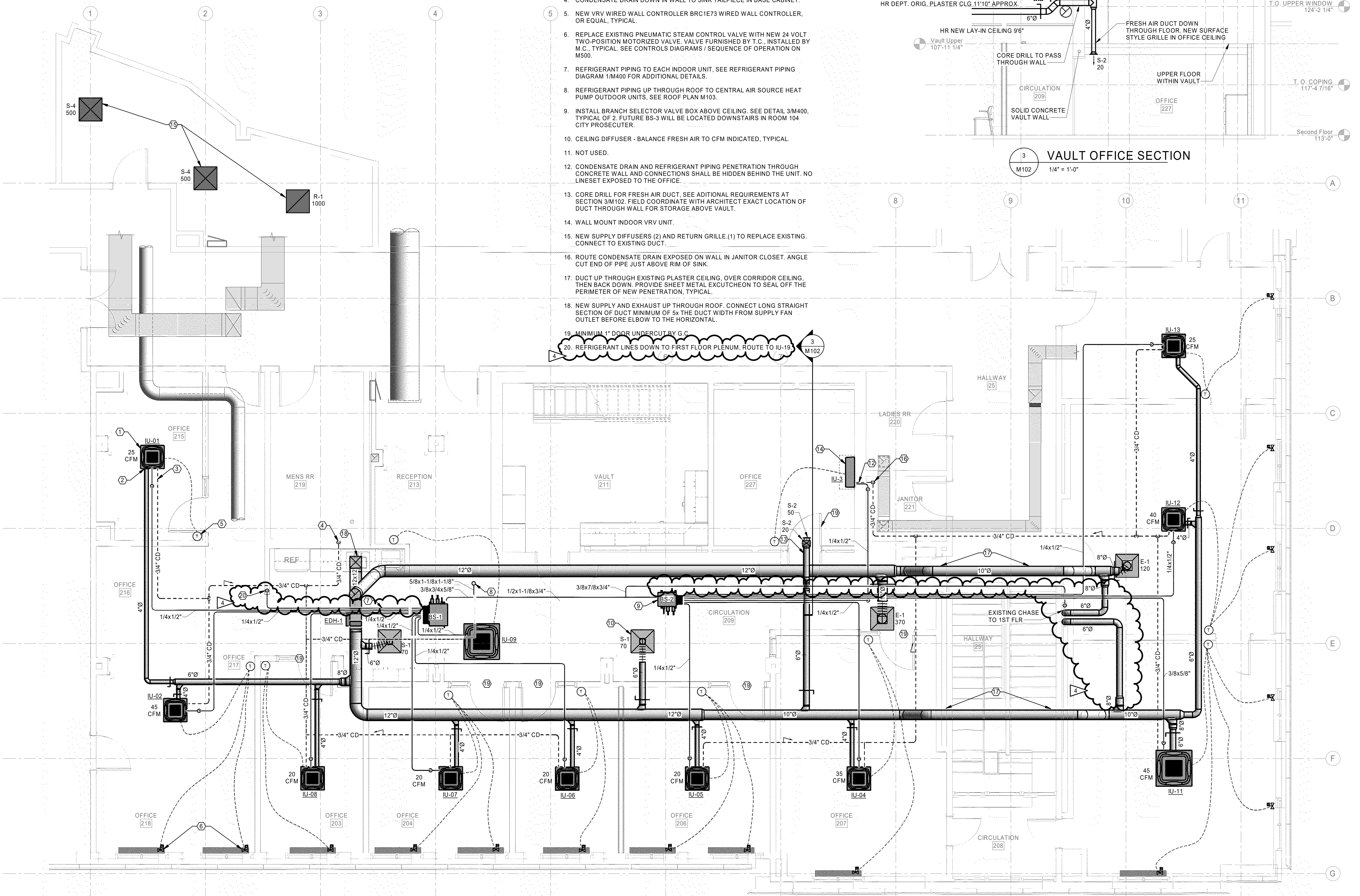


KEYNOTES

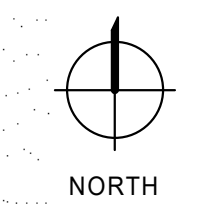
1. INSTALL CASSETTE STYLE VRV INDOOR FAN UNIT. SEE DETAIL 2/M400.
2. DUCT FRESH AIR TO CEILING CASSETTE, TYPICAL. BALANCE TO CFM'S INDICATED.
3. LIFT CONDENSATE WITH PUMP AT UNIT. ROUTE TO DRAIN, TYPICAL. SEE DETAIL 4/M400.
4. CONDENSATE DRAIN DOWN IN WALL TO SINK TAILPIECE IN BASE CABINET.
5. NEW VRV WIRED WALL CONTROLLER BRC1E73 WIRED WALL CONTROLLER, OR EQUAL, TYPICAL.
6. REPLACE EXISTING PNEUMATIC STEAM CONTROL VALVE WITH NEW 24 VOLT TWO-POSITION MOTORIZED VALVE. VALVE FURNISHED BY T.C., INSTALLED BY M.C., TYPICAL. SEE CONTROLS DIAGRAMS / SEQUENCE OF OPERATION ON M500.
7. REFRIGERANT PIPING TO EACH INDOOR UNIT. SEE REFRIGERANT PIPING DIAGRAM 1/M400 FOR ADDITIONAL DETAILS.
8. REFRIGERANT PIPING UP THROUGH ROOF TO CENTRAL AIR SOURCE HEAT PUMP OUTDOOR UNITS. SEE ROOF PLAN M103.
9. INSTALL BRANCH SELECTOR VALVE BOX ABOVE CEILING. SEE DETAIL 3/M400. TYPICAL OF 2. FUTURE BS-3 WILL BE LOCATED DOWNSTAIRS IN ROOM 104 CITY PROSECUTOR.
10. CEILING DIFFUSER - BALANCE FRESH AIR TO CFM INDICATED, TYPICAL.
11. NOT USED.
12. CONDENSATE DRAIN AND REFRIGERANT PIPING PENETRATION THROUGH CONCRETE WALL AND CONNECTIONS SHALL BE HIDDEN BEHIND THE UNIT. NO LINESET EXPOSED TO THE OFFICE.
13. CORE DRILL FOR FRESH AIR DUCT. SEE ADDITIONAL REQUIREMENTS AT SECTION 3/M102. FIELD COORDINATE WITH ARCHITECT EXACT LOCATION OF DUCT THROUGH WALL FOR STORAGE ABOVE VAULT.
14. WALL MOUNT INDOOR VRV UNIT.
15. NEW SUPPLY DIFFUSERS (2) AND RETURN GRILLE (1) TO REPLACE EXISTING. CONNECT TO EXISTING DUCT.
16. ROUTE CONDENSATE DRAIN EXPOSED ON WALL IN JANITOR CLOSET. ANGLE CUT END OF PIPE JUST ABOVE RIM OF SINK.
17. DUCT UP THROUGH EXISTING PLASTER CEILING, OVER CORRIDOR CEILING, THEN BACK DOWN. PROVIDE SHEET METAL EXCUTCHEON TO SEAL OFF THE PERIMETER OF NEW PENETRATION, TYPICAL.
18. NEW SUPPLY AND EXHAUST UP THROUGH ROOF. CONNECT LONG STRAIGHT SECTION OF DUCT MINIMUM OF 5x THE DUCT WIDTH FROM SUPPLY FAN OUTLET BEFORE ELBOW TO THE HORIZONTAL.
19. MINIMUM 1" DOOR UNDERCUT BY G.C.
20. REFRIGERANT LINES DOWN TO FIRST FLOOR PLENUM, ROUTE TO IU-19.

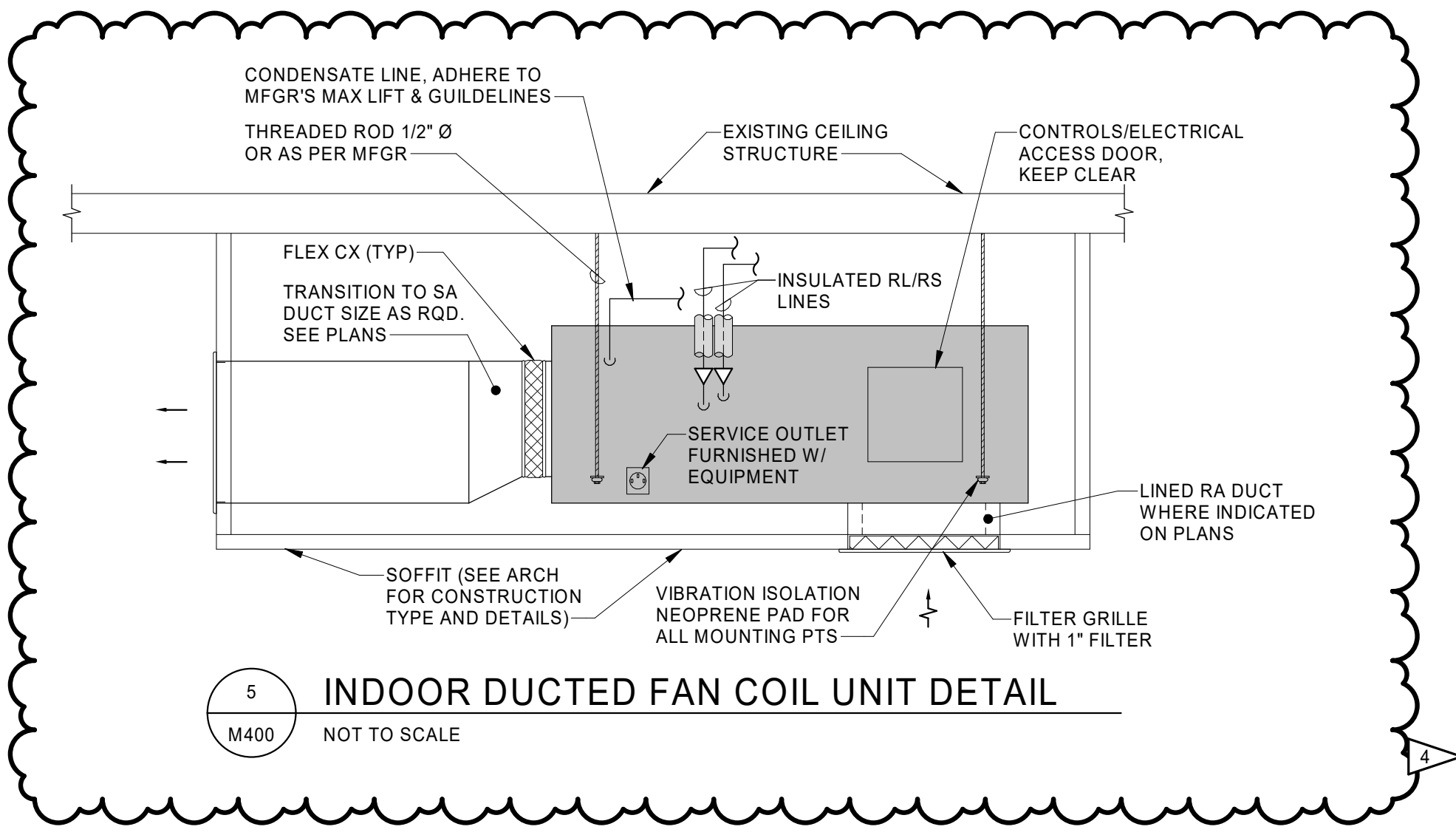
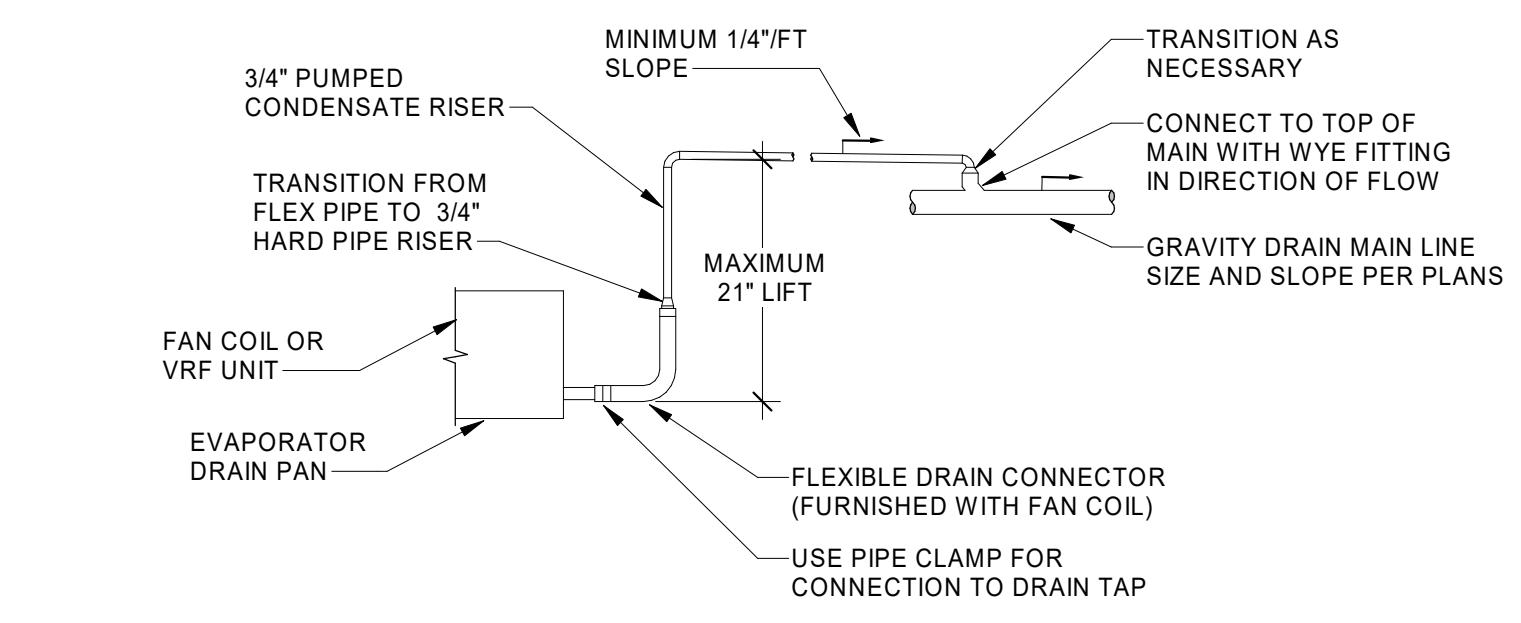
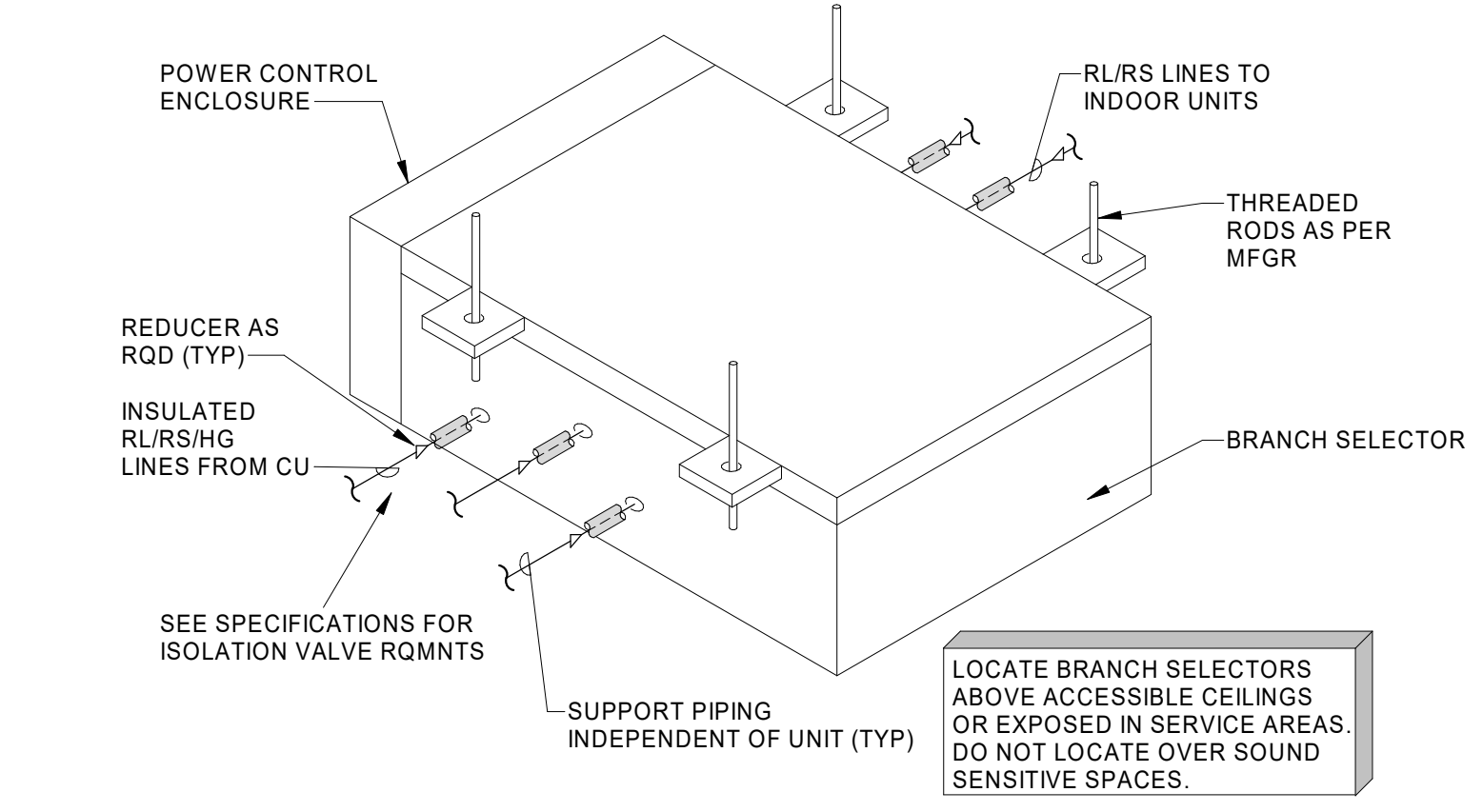
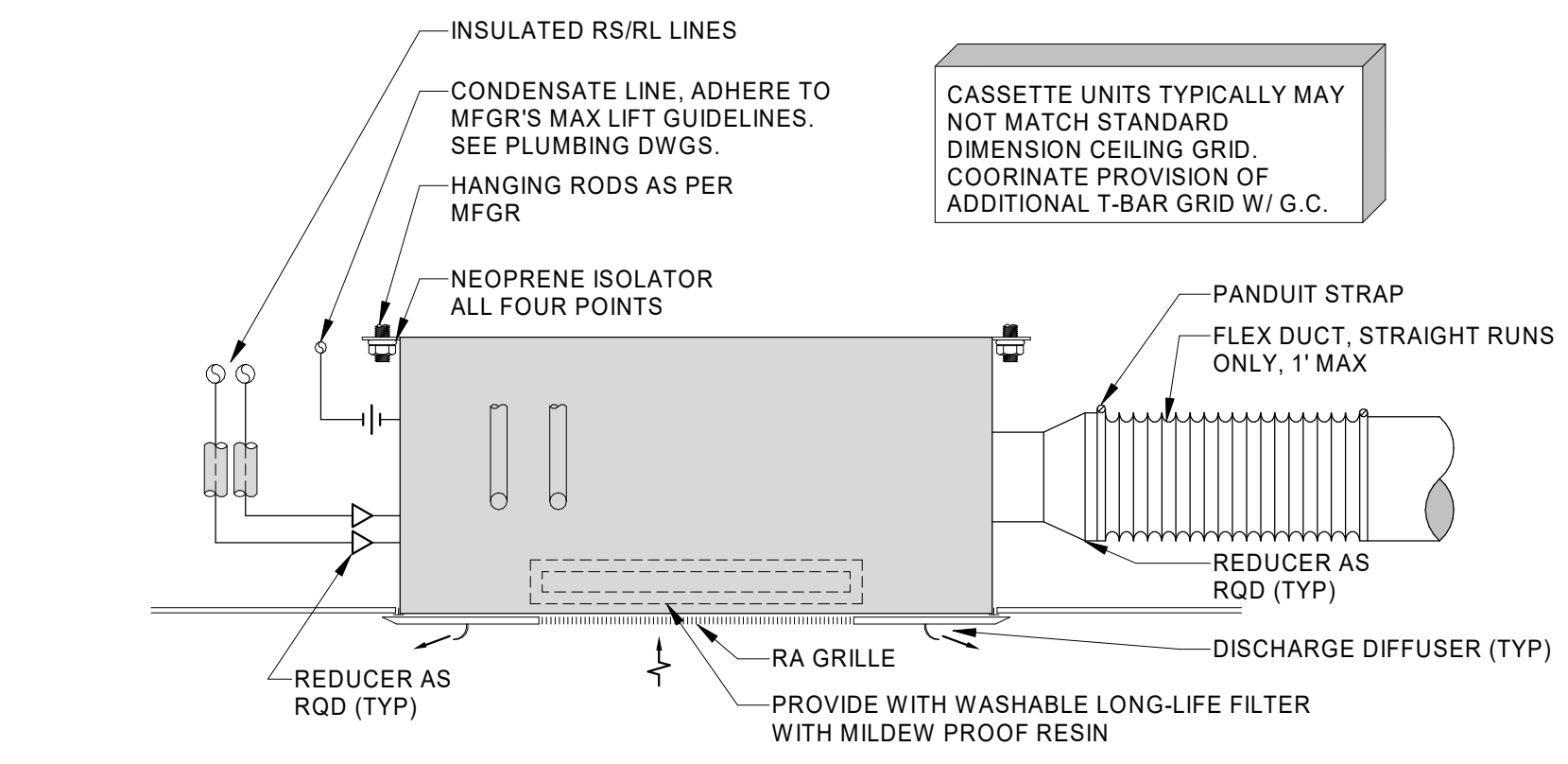
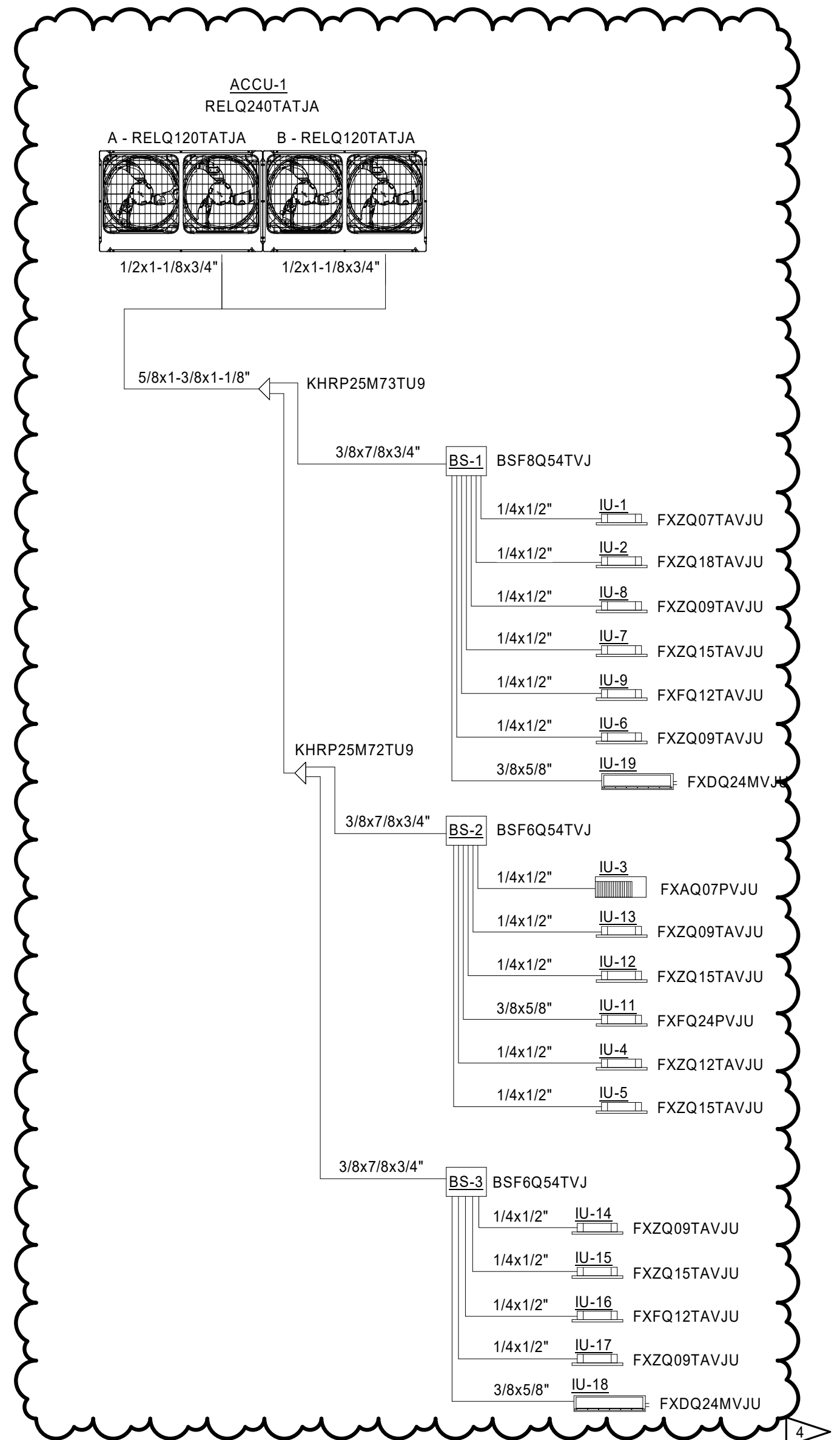
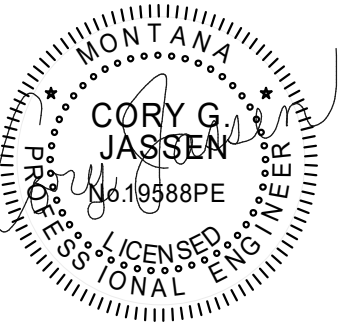


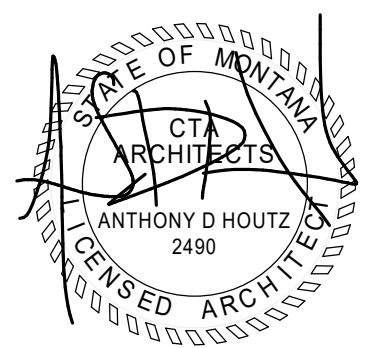
3 VAULT OFFICE SECTION
M102 1/4" = 1'-0"



1 HVAC PLAN HR - 2ND FLOOR
M102 1/4" = 1'-0"







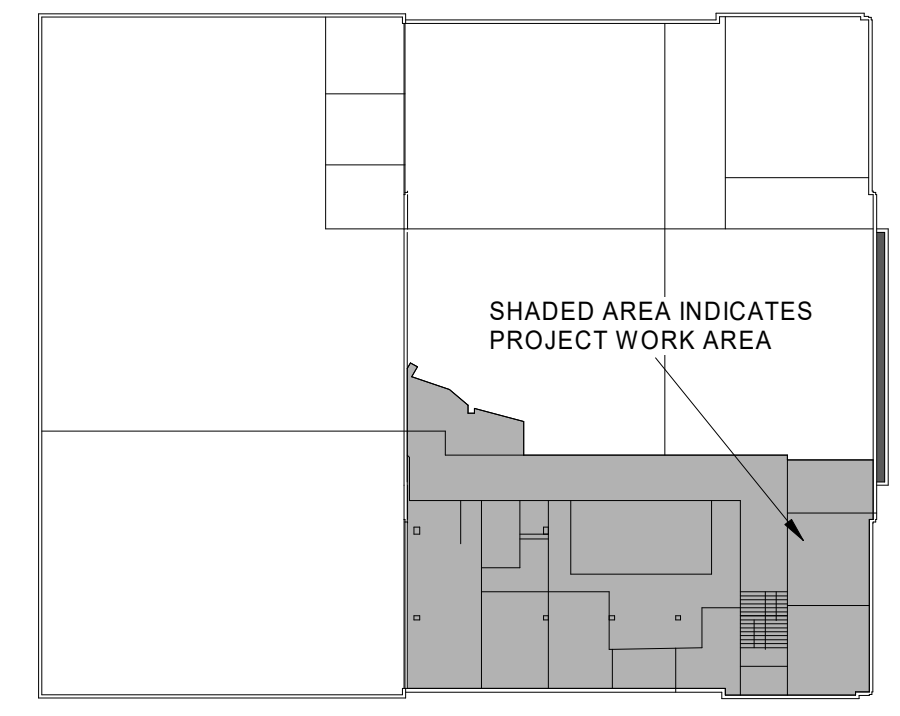
KEYNOTES

- 1 REMOVE STUD WALL AND PLASTER WALL FINISH.
- 2 REMOVE DOOR AND FRAME ASSEMBLY COMPLETE. SALVAGE DOOR AT OWNERS DIRECTION.
- 3 REMOVE AND SCRAP DOOR TO MODULAR ROOM.
- 4 REMOVE AND SCRAP TEMPORARY PARTITION WALLS.
- 5 REMOVE AND SCRAP FLOORING AND BASE. PREP SUBFLOOR FOR NEW FLOORING.
- 6 REMOVE AND SCRAP ACOUSTICAL CEILING TILES AND FIXTURES. PREP FOR NEW ACT AND FIXTURES.
- 7 REMOVE AND SCRAP INTERIOR WINDOW AND FRAME.
- 8 REMOVE AND SCRAP SINK AND CABINETS, COMPLETE. PREP PIPES FOR NEW SINK PER PLUMBING DWGS.
- 9 RELOCATE ELECTRICAL PANEL PER ELECTRICAL DRAWINGS.
- 10 REMOVE AND SCRAP BUILT IN STORAGE, COMPLETE.
- 11 REMOVE TELEPHONE PANEL AND DOOR CLOSET, COMPLETE.
- 12 REMOVE STAIR FINISH. PREP STAIR TREADS AND RISERS FOR NEW PAINT.
- 13 PATCH WALL. MATCH DEPTH AND TEXTURE OF EXISTING PLASTER. TYP.
- 14 FILL AND LEVEL ANY HOLES IN FLOORING IN PREP FOR NEW FLOORING. TYP.
- 15 REMOVE WALLPAPER. PATCH WALL TO MATCH EXISTING PLASTER TO LEVEL AND MATCH TEXTURE. PREP FOR PAINT.
- 16 REMOVE EXISTING WINDOW BLINDS AT ALL WINDOWS TO RECEIVE NEW BLINDS. COORD W/ RENO DWGS.
- 17 EXISTING CHASE. COORD W/ MECH AND RENO DWGS.
- 18 CONTRACTOR TO COVER FILES AND FILE CABINETS IF NOT MOVEABLE FROM CONSTRUCTION DEBRIS AND DUST.

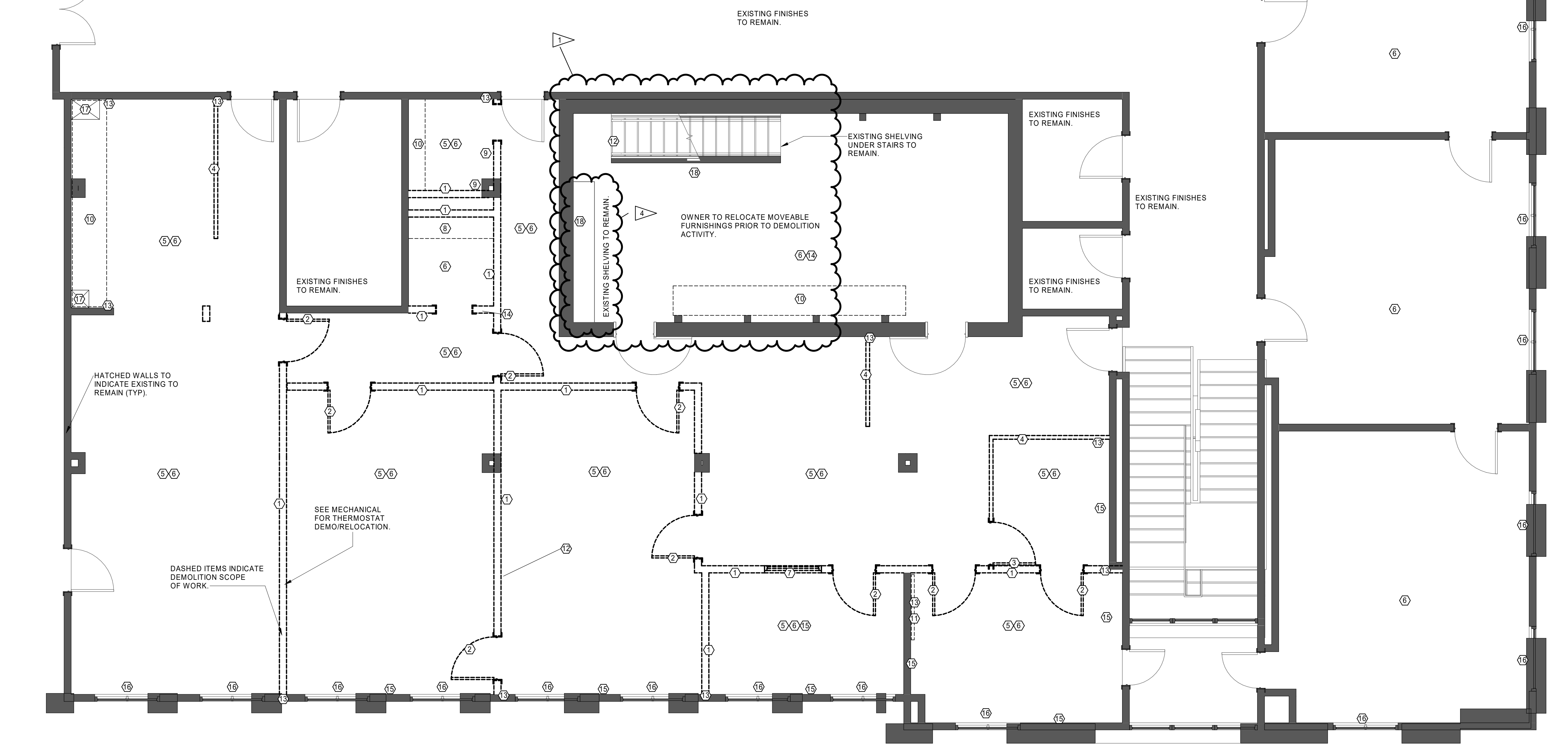
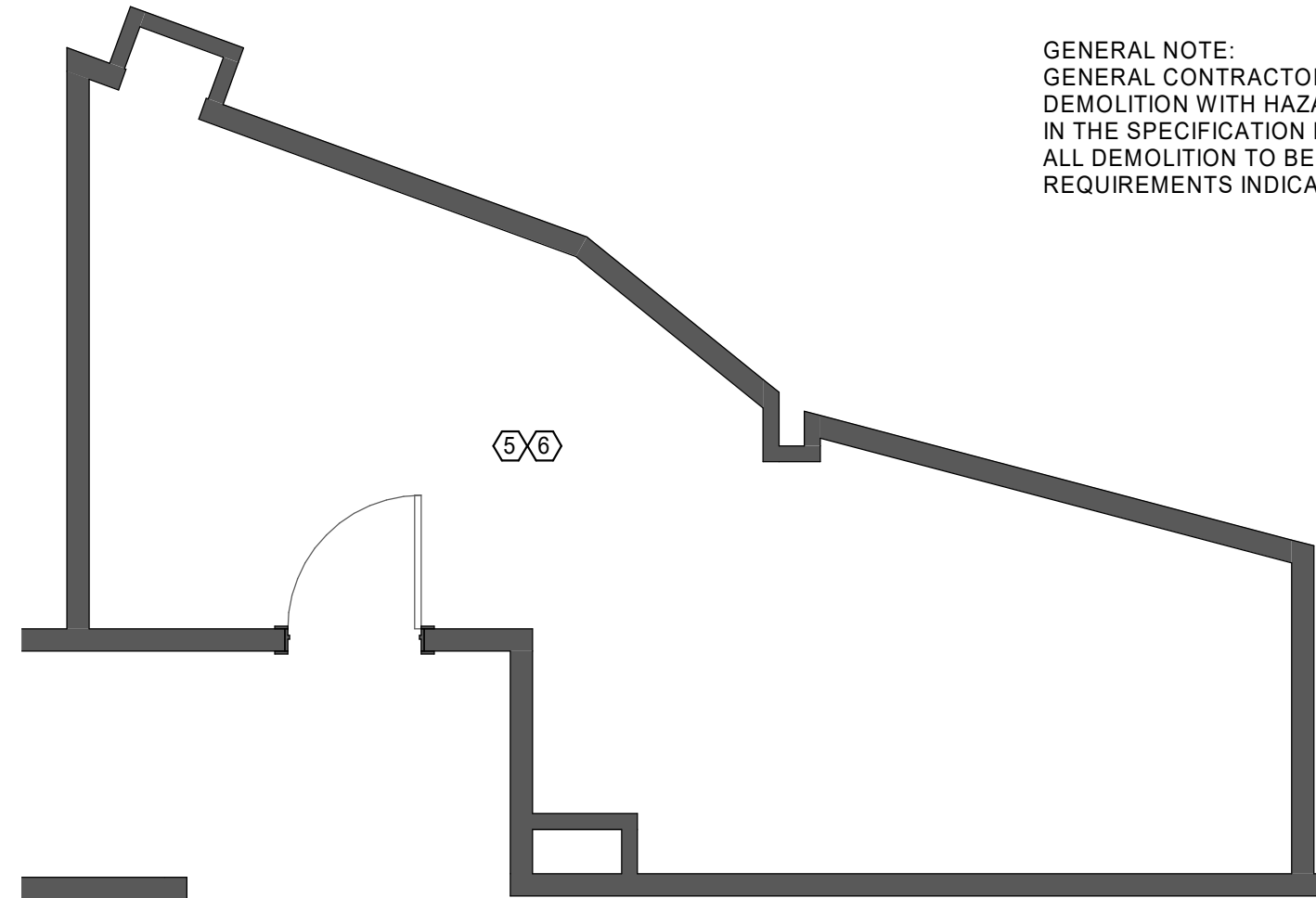
PLAN LEGEND

- ASSEMBLY TYPE (SEE ASSEMBLIES SHEET)
- ASSEMBLY MODIFIER, PER TYPE
- ROOM NAME AND NUMBER
- WINDOW TYPE (SEE A600s)
- KEYNOTE
- DIRECTION OF VIEW, IF APPLICABLE
- DRAWING NUMBER
- SHEET WHERE DRAWN
- DOOR NUMBER (SEE SHEET A601)
- DIMENSION TO FACE OF FRAMING
- DIMENSION TO GRID LINE
- DIMENSION TO CENTER LINE

GENERAL NOTE:
GENERAL CONTRACTOR TO COORDINATE ALL DEMOLITION WITH HAZARDOUS MATERIALS SURVEY INCLUDED IN THE SPECIFICATION MANUAL.
ALL DEMOLITION TO BE HANDLED IN ACCORDANCE WITH REQUIREMENTS INDICATED THEREIN.

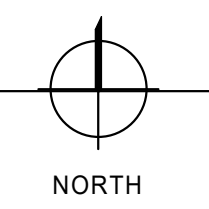


SECOND FLOOR KEY PLAN
NO SCALE
NORTH REF



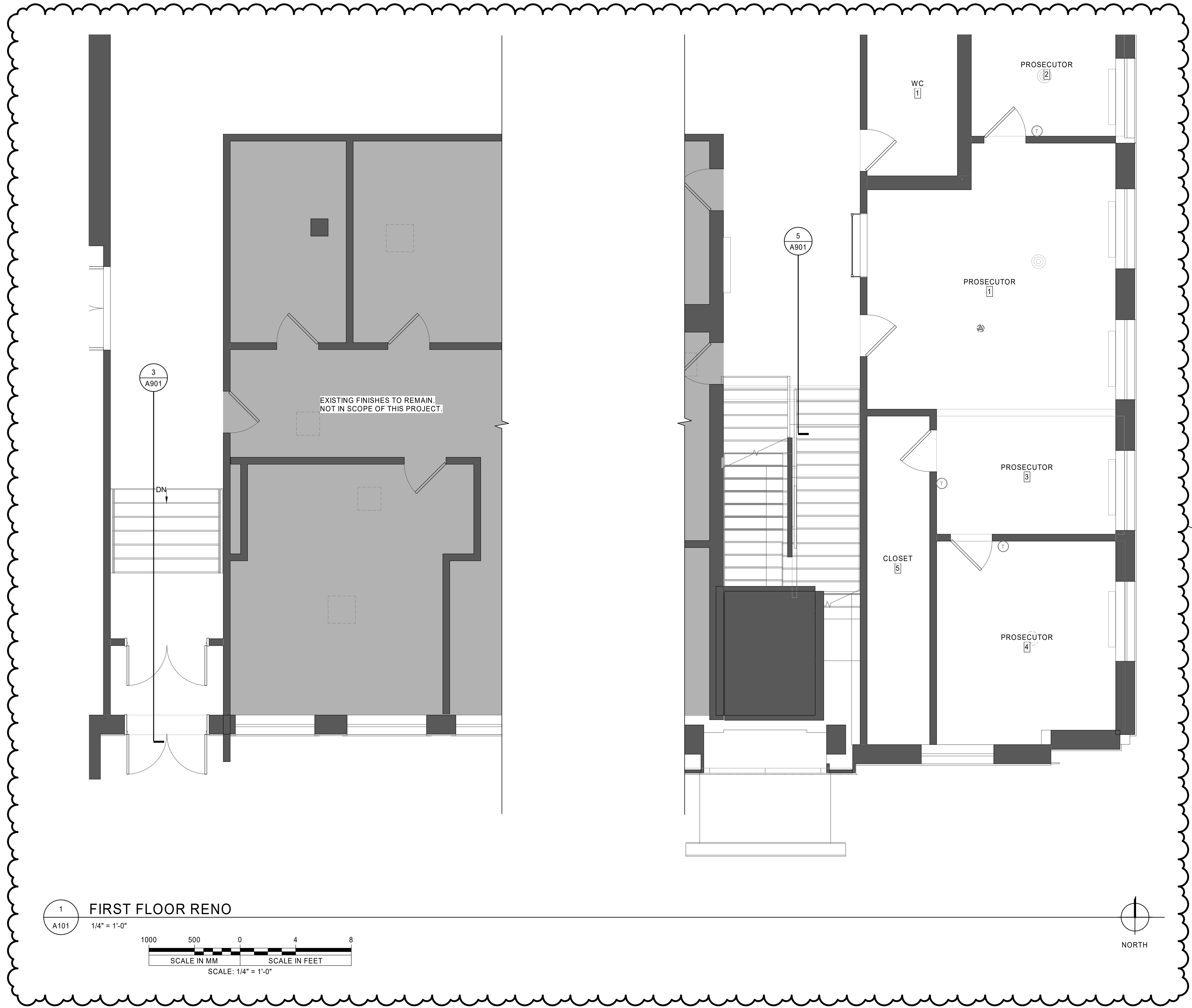
1 SECOND FLOOR - DEMO
A012 1/4" = 1'-0"

SCALE IN MM SCALE IN FEET
SCALE: 1/4" = 1'-0"

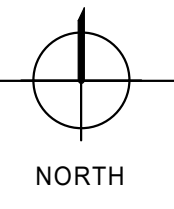
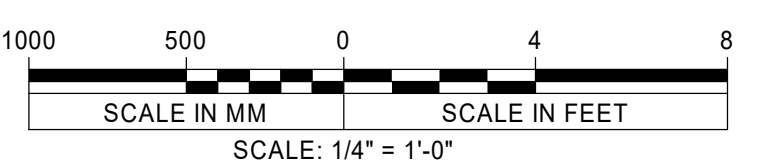


GENERAL NOTES

- A. DARK GRAY WALLS INDICATES EXISTING TO REMAIN.
- B. LIGHT GRAY ROOM AREAS INDICATE NOT PART OF SCOPE, EXISTING TO REMAIN.
- C. DASHED INDICATED TO BE REMOVED.

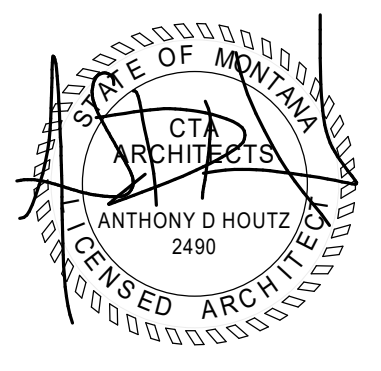


1 FIRST FLOOR RENO
A101 1/4" = 1'-0"



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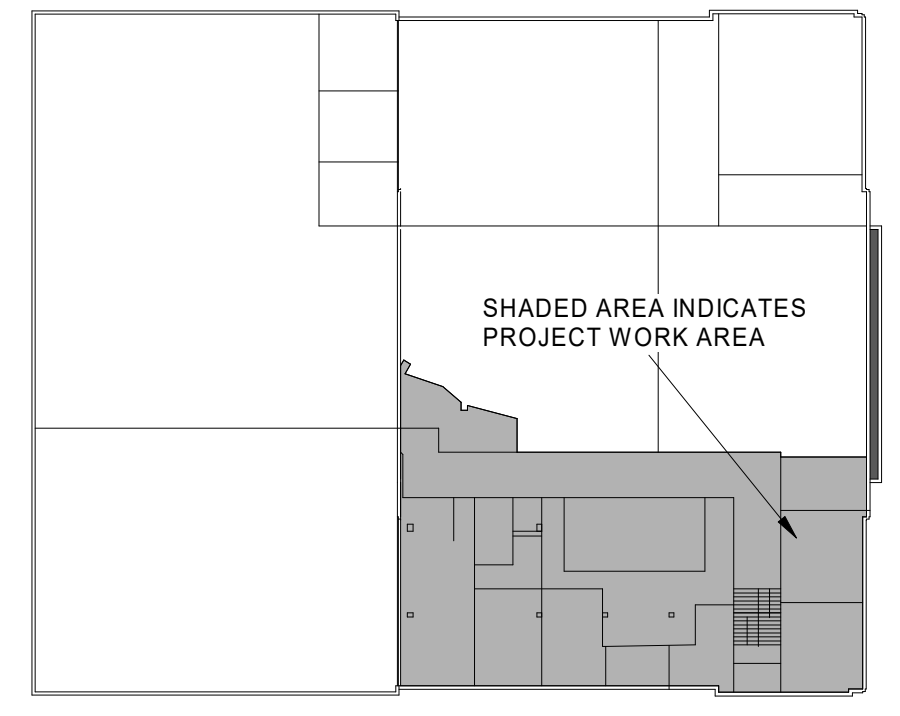
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12.20.2021
PROJECT# | CITYGFCF_HR
DESIGNED BY | J.L. WATERS
DRAWN BY | J.L. WATERS
REVISIONS
4 10.5.2022 PR-03

FIRST FLOOR RENO
A101

MATERIALS LIST

ITEM NO	PRODUCT TYPE	MANUFACTURER	DESCRIPTION	COLOR	SIZE	NOTES
CP1	CARPET	SHAW	5TH AND MAIN COMMERCIAL TILE OR EQUIVALENT	CLAY	24"X24"	
LV1	LUXURY VINYL TILE	SHAW	5TH AND MAIN COMMERCIAL RESILIENT ADHERED VINYL	CIMMERIAN 2.5 LINE, ATLAS	24"X24"	
PT1	PAINT	SHERWIN WILLIAMS	FINISH	BISCUIT	SIZE	
PT2	PAINT	SHERWIN WILLIAMS	FINISH	TBD	SIZE	
RB1	RUBBER BASE	JOHNSONITE MILLWORKS	MONARCH PROFILE	MOON ROCK	6"	

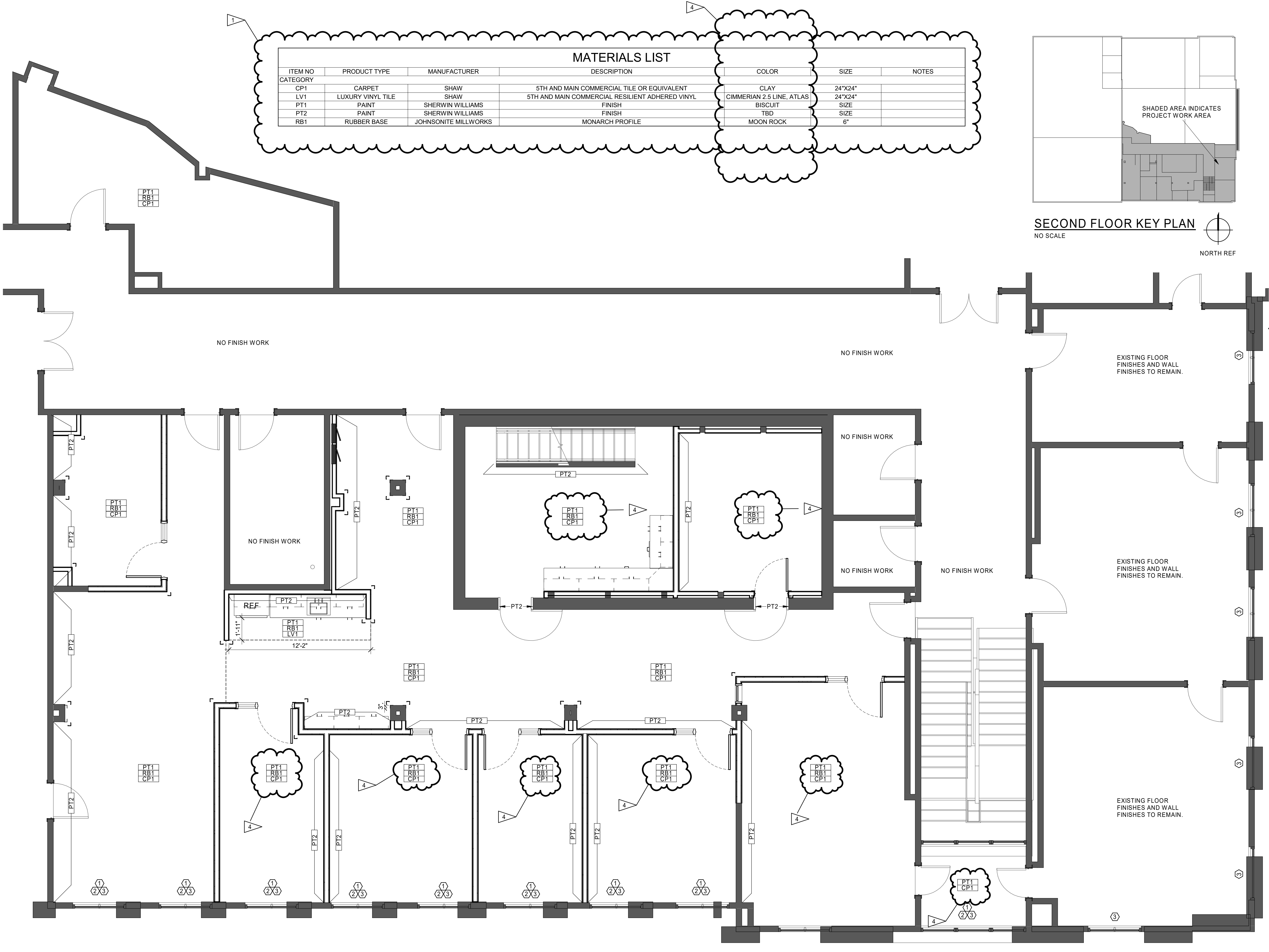


FINISH PLAN LEGEND

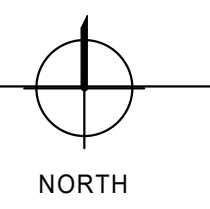
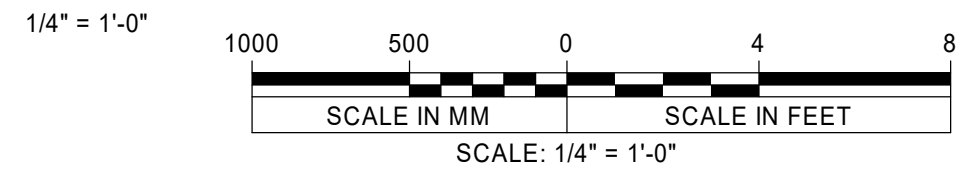
- NAME [T01] ROOM NAME AND NUMBER
- INTERIOR ELEVATION CALLOUT AND DIRECTION OF ELEVATION VIEW
- FINISH TAG
- EXTENT OF ACCENT PAINT OR WALL FINISHES
- FINISH TAGS DISPLAYED IN GROUPING ON FINISH PLAN REPRESENT MAJORITY ROOM FINISH SELECTIONS. ORDER OF GROUPING DEFINED IN EXAMPLE BELOW:
 - MAJORITY WALL FINISH
 - MAJORITY BASE FINISH
 - MAJORITY FLOOR FINISH
- INSTALL DIRECTION OF DIRECTIONAL FLOOR FINISH
- FLOORING MATERIAL CHANGE, MATERIAL TYPES SHOWN ON EACH SIDE OF TRANSITION
- LOCATION AND TYPE OF CORNER GUARDS
- WALL PROTECTION LOCATION
- FLOOR FINISH 'CP#'
- FLOOR FINISH 'VC#'
- FLOOR FINISH 'SC#'

KEYNOTES

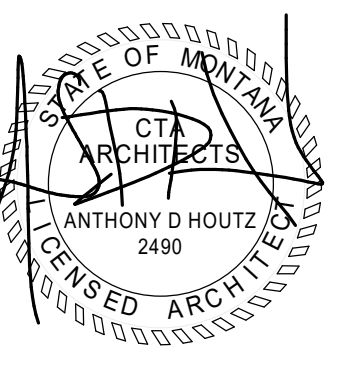
1. PAINT WINDOW JAMB AND TRIM BELOW WINDOW, PT-1, TYP.
2. PAINT EXISTING METAL RADIATORS, PT-1, TYP.
3. PROVIDE WINDOW BLINDS AT EXISTING WINDOW.



1 SECOND FLOOR - RENO - FINISH PLAN



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 REVISIONS
 1 06.10.2022 ADD-01
 4 10.5.2022 PR-03

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FINISH PLAN

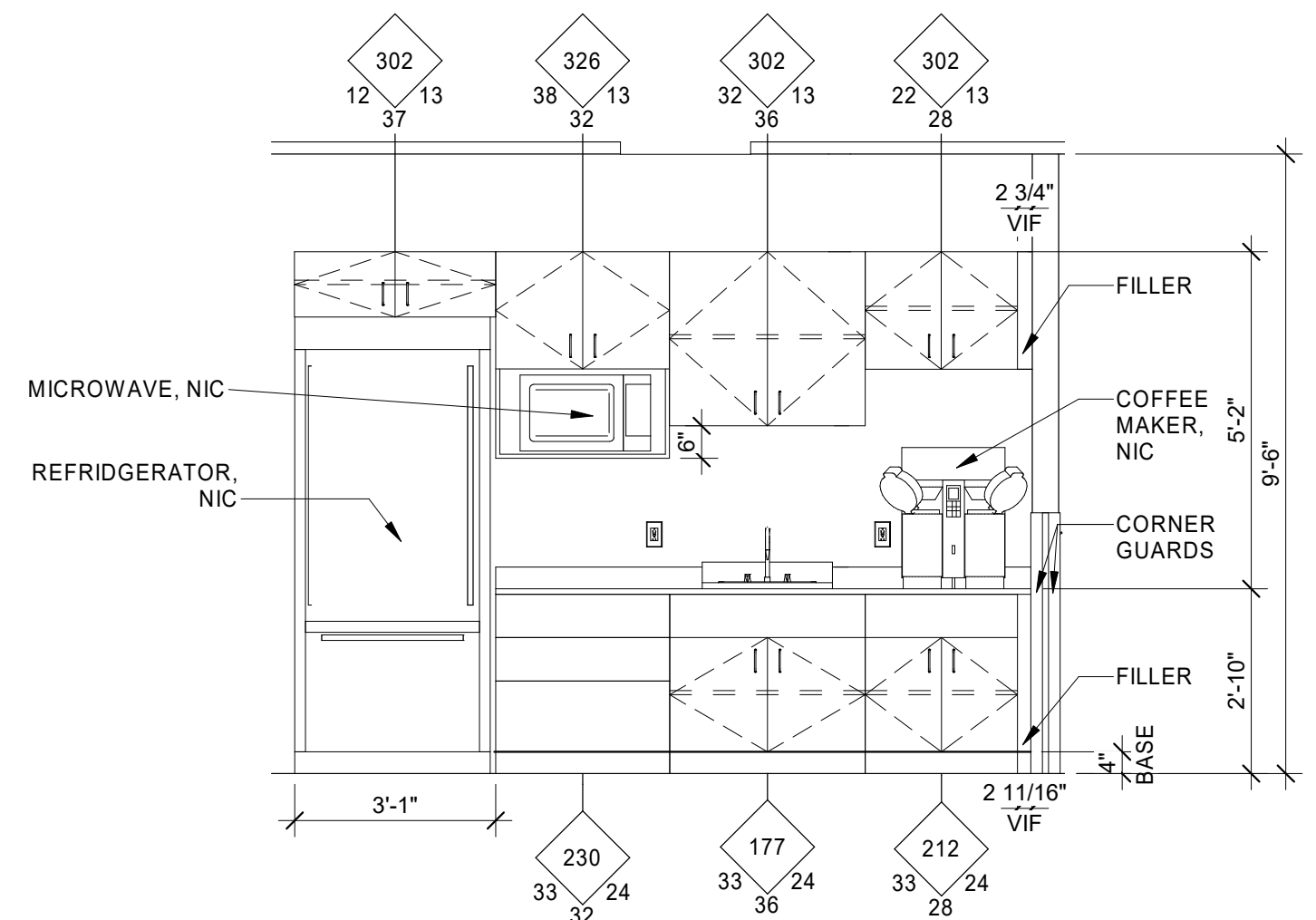
A501

CASEWORK LEGEND

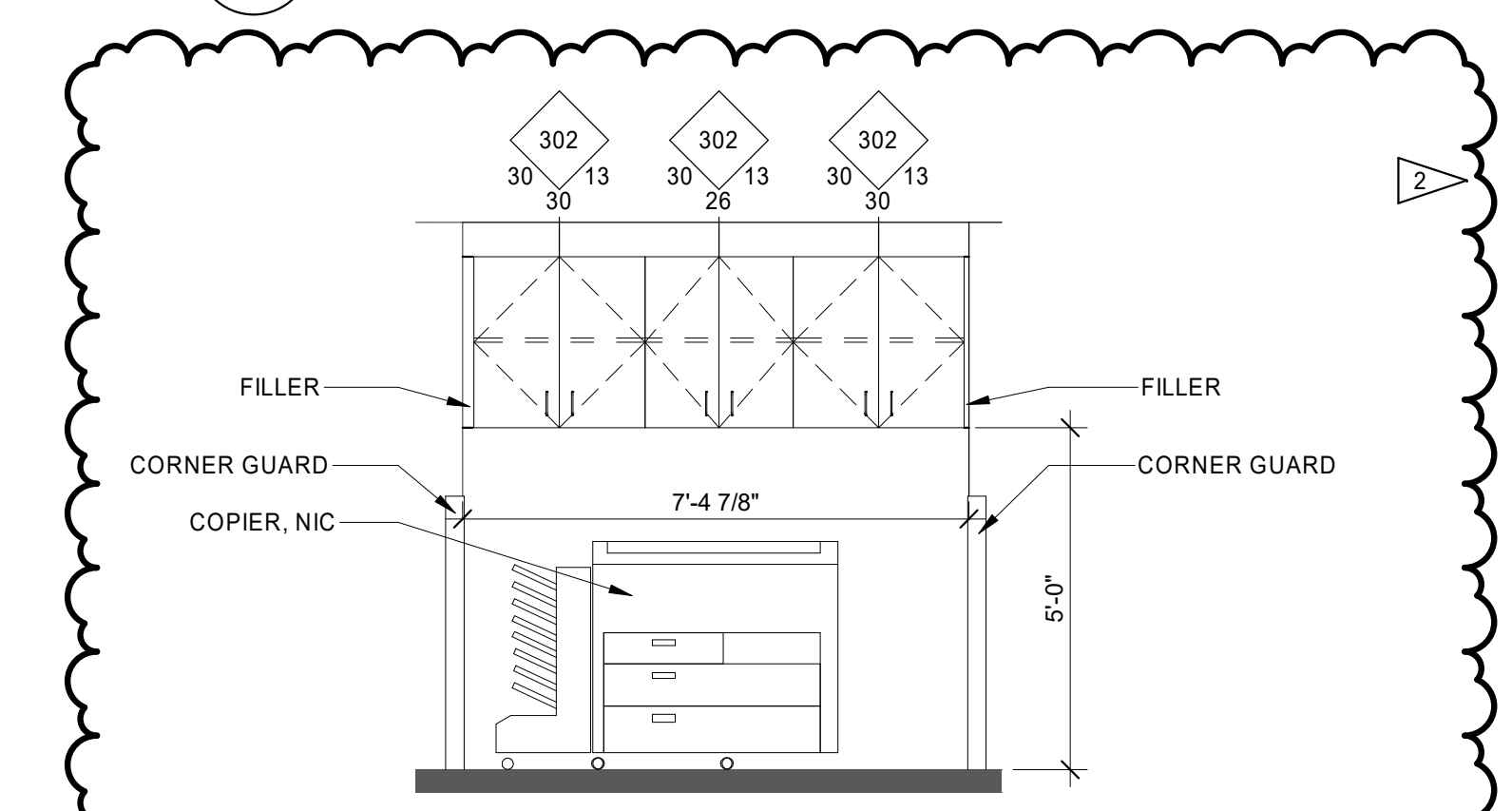
LOCK — Y — MODIFICATION NOTE
 HEIGHT** — ##M — CABINET NUMBER***
 H — DEPTH*
 W — WIDTH

* INDICATES DEPTH OF BASE CABINET - COUNTERTOPS OVERHANG 1"
 ** INDICATES APPROXIMATE HEIGHT OF CABINET, SEE ELEVATIONS FOR OVERALL HEIGHT OF CABINET AND COUNTERTOP.
 *** "M" INDICATES A DESIGN MODIFICATION TO THE STANDARDS CASEWORK DESIGNATED

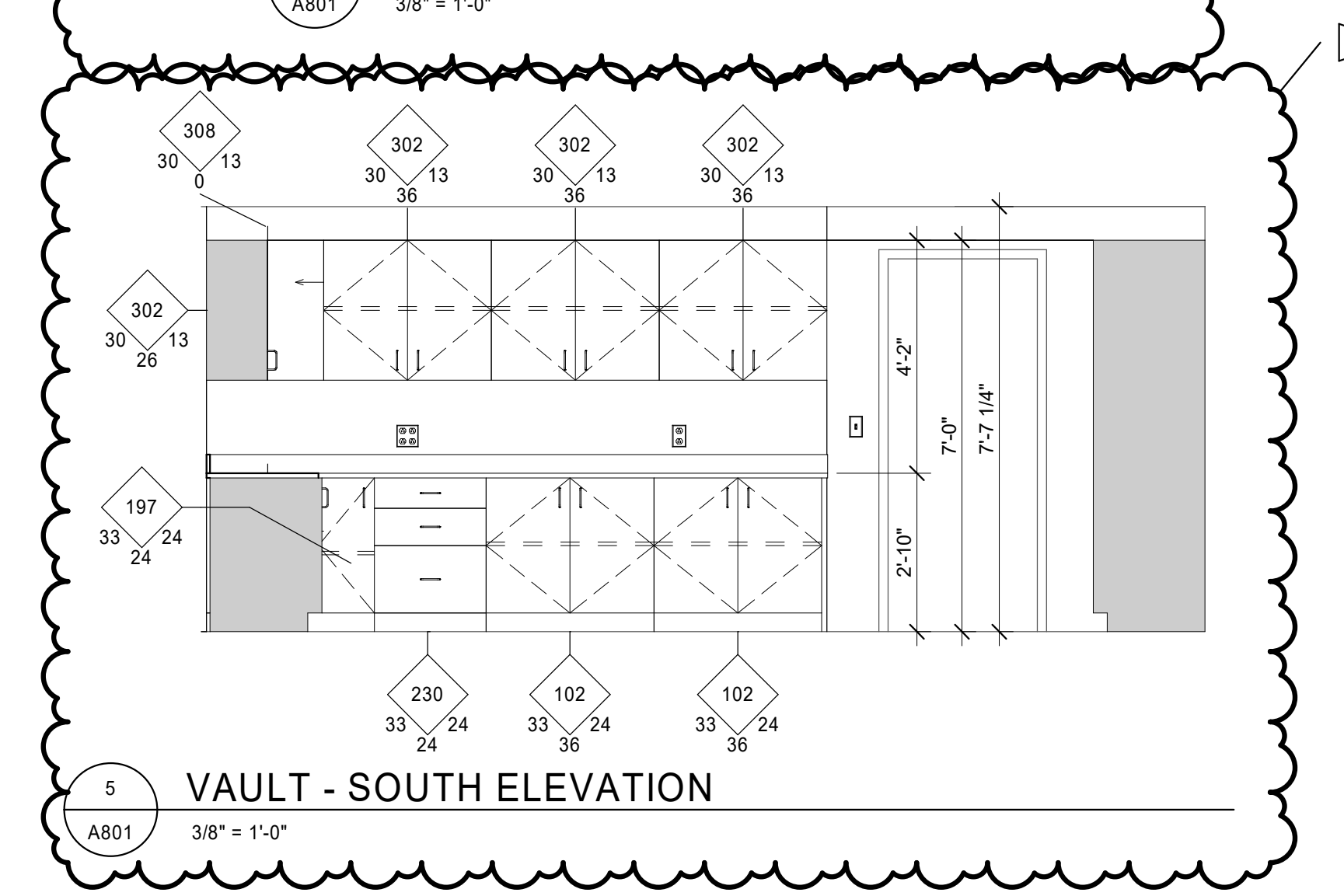
AWI CABINET NUMBERS CAN BE FOUND IN ARCHITECTURAL WOODWORK STANDARDS GUIDES.



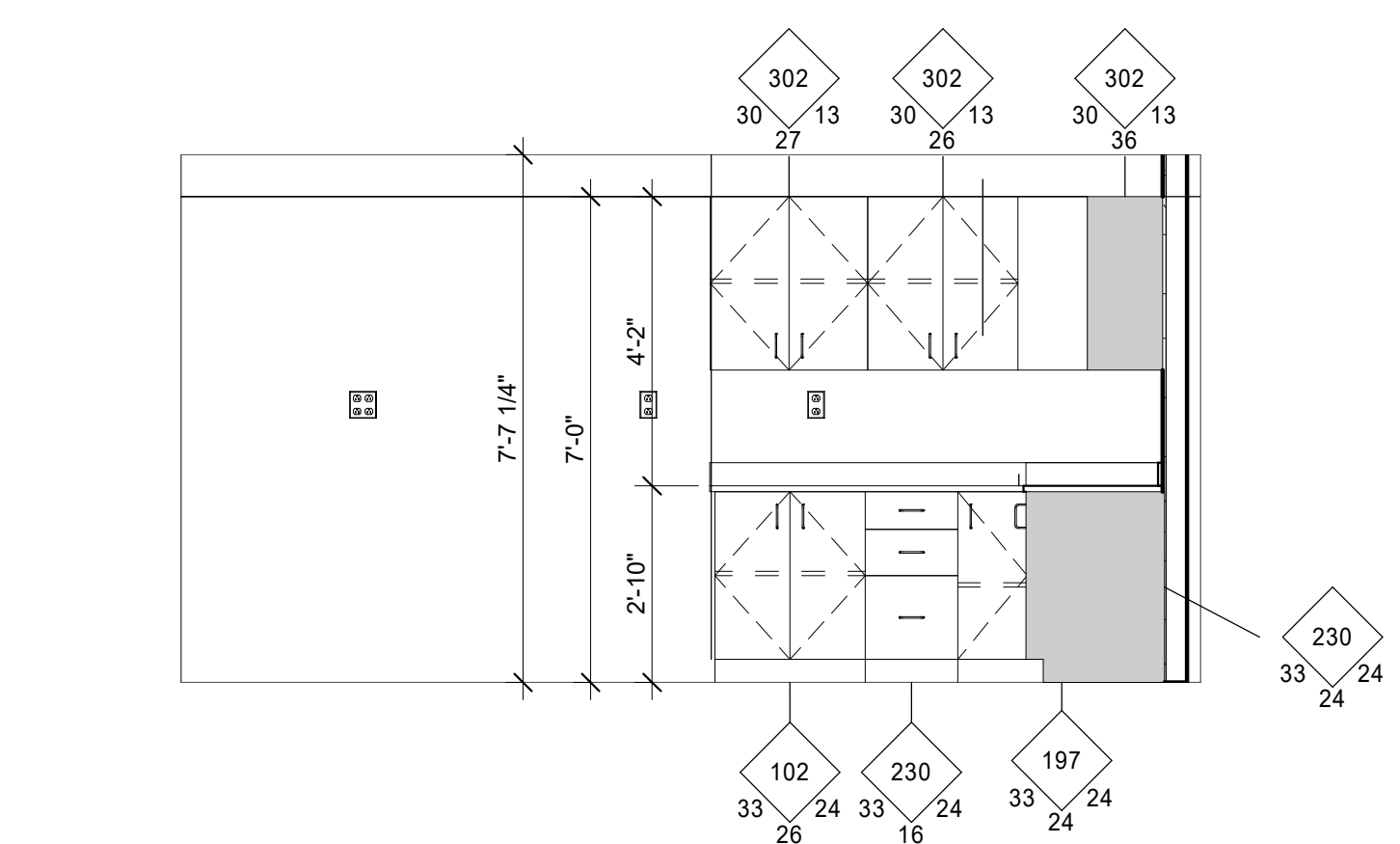
1 KITCHEN AREA ELEVATION



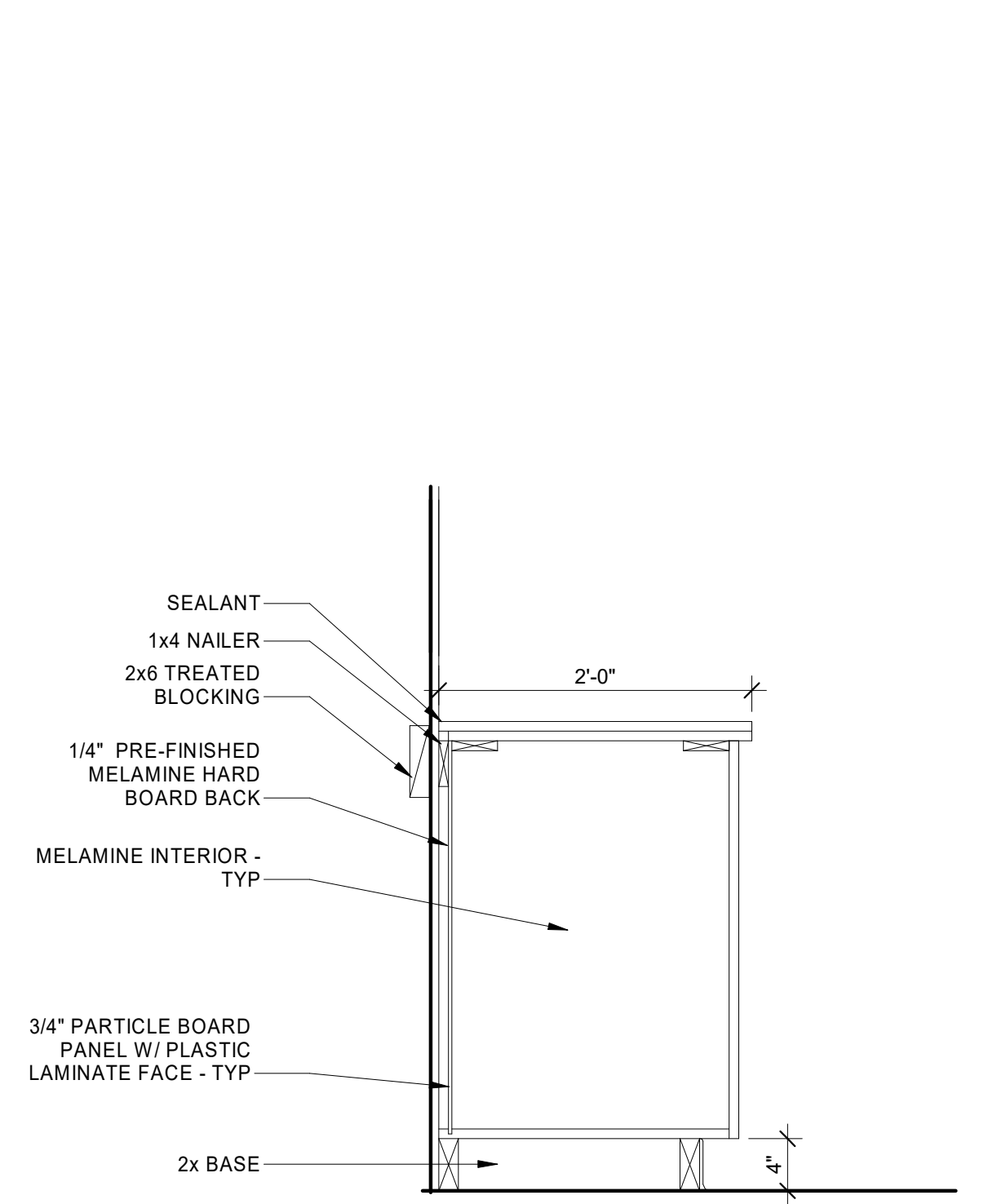
2 COPY AREA ELEVATION



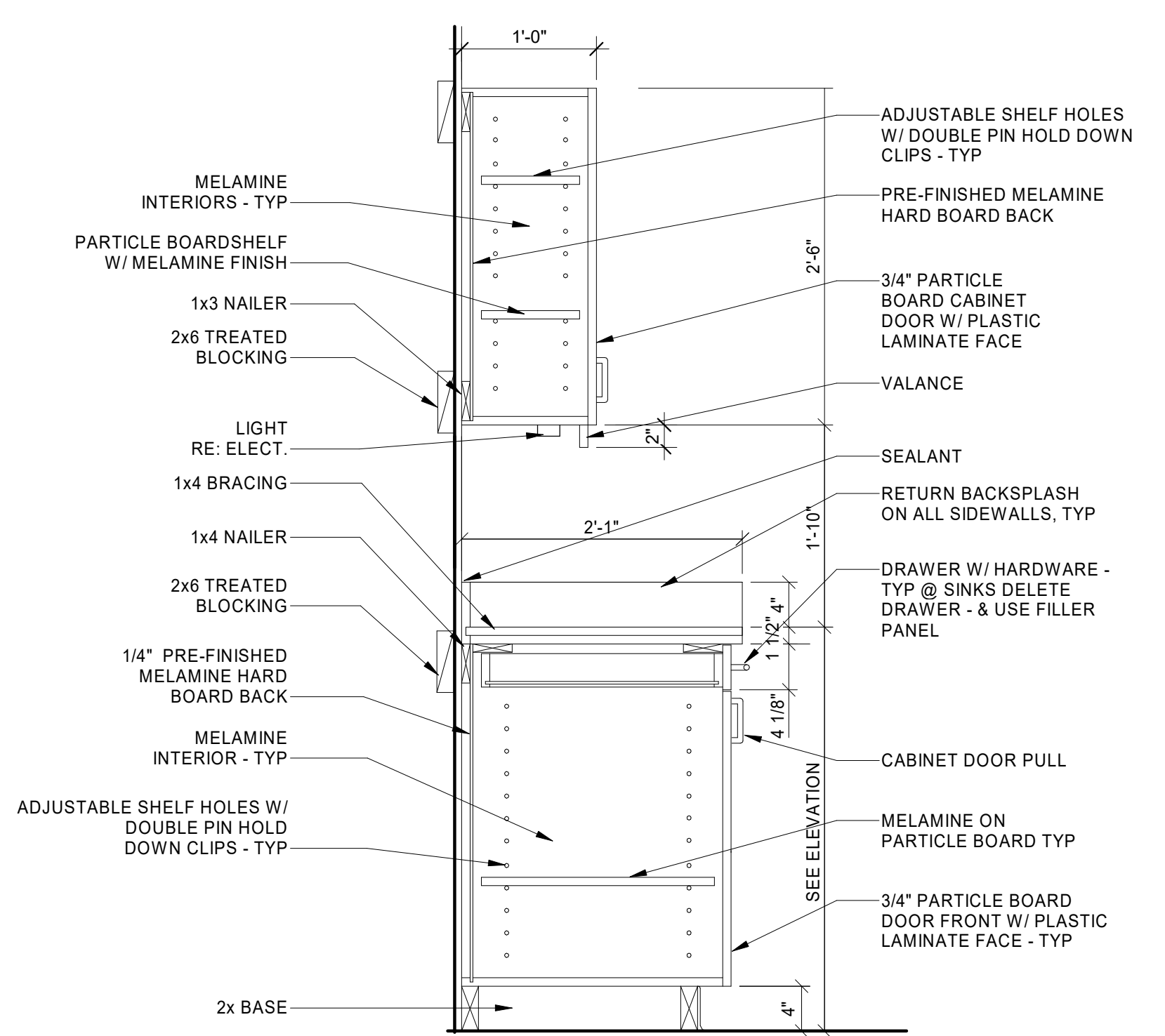
5 VAULT - SOUTH ELEVATION



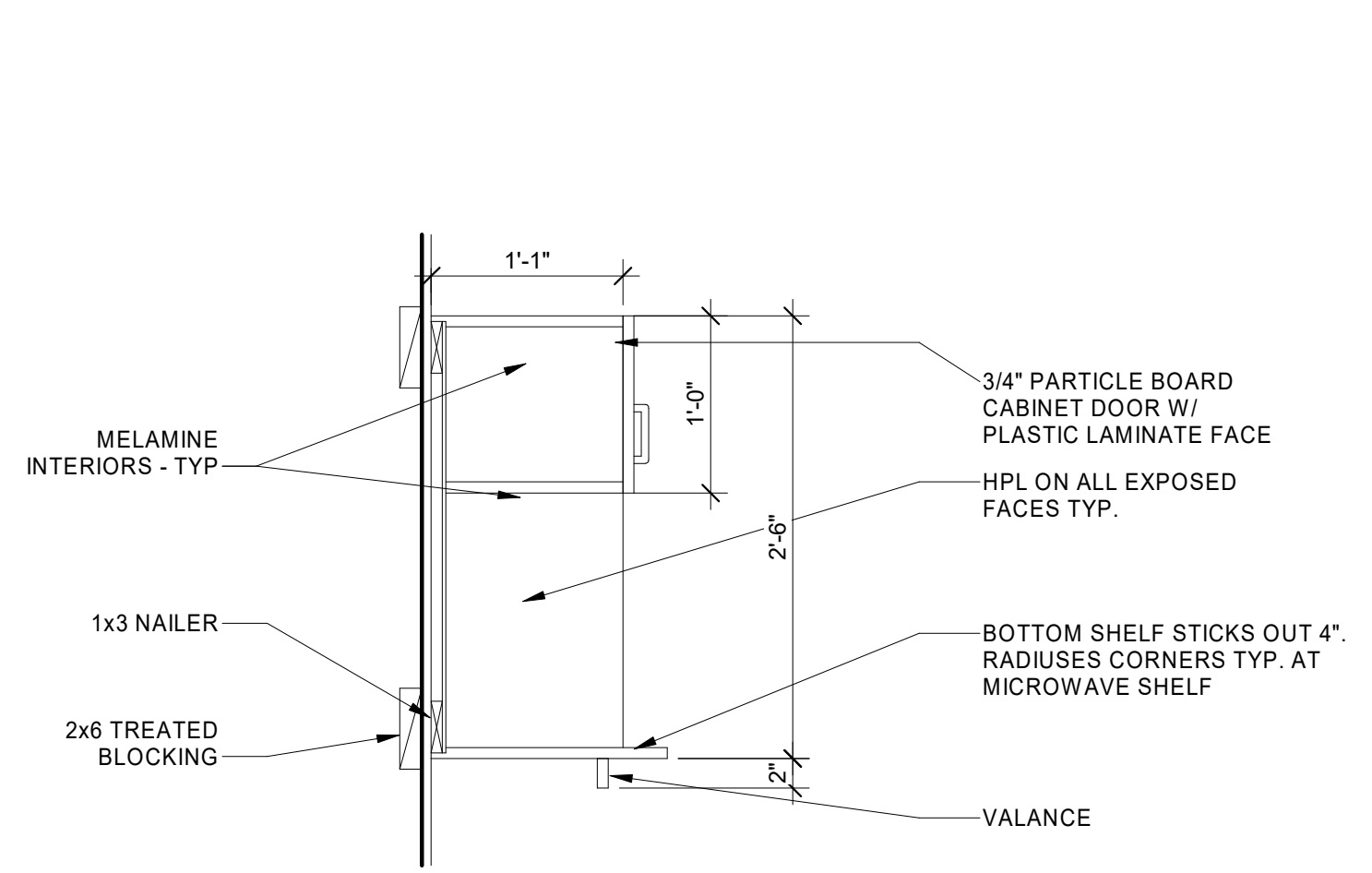
8 VAULT - EAST ELEVATION



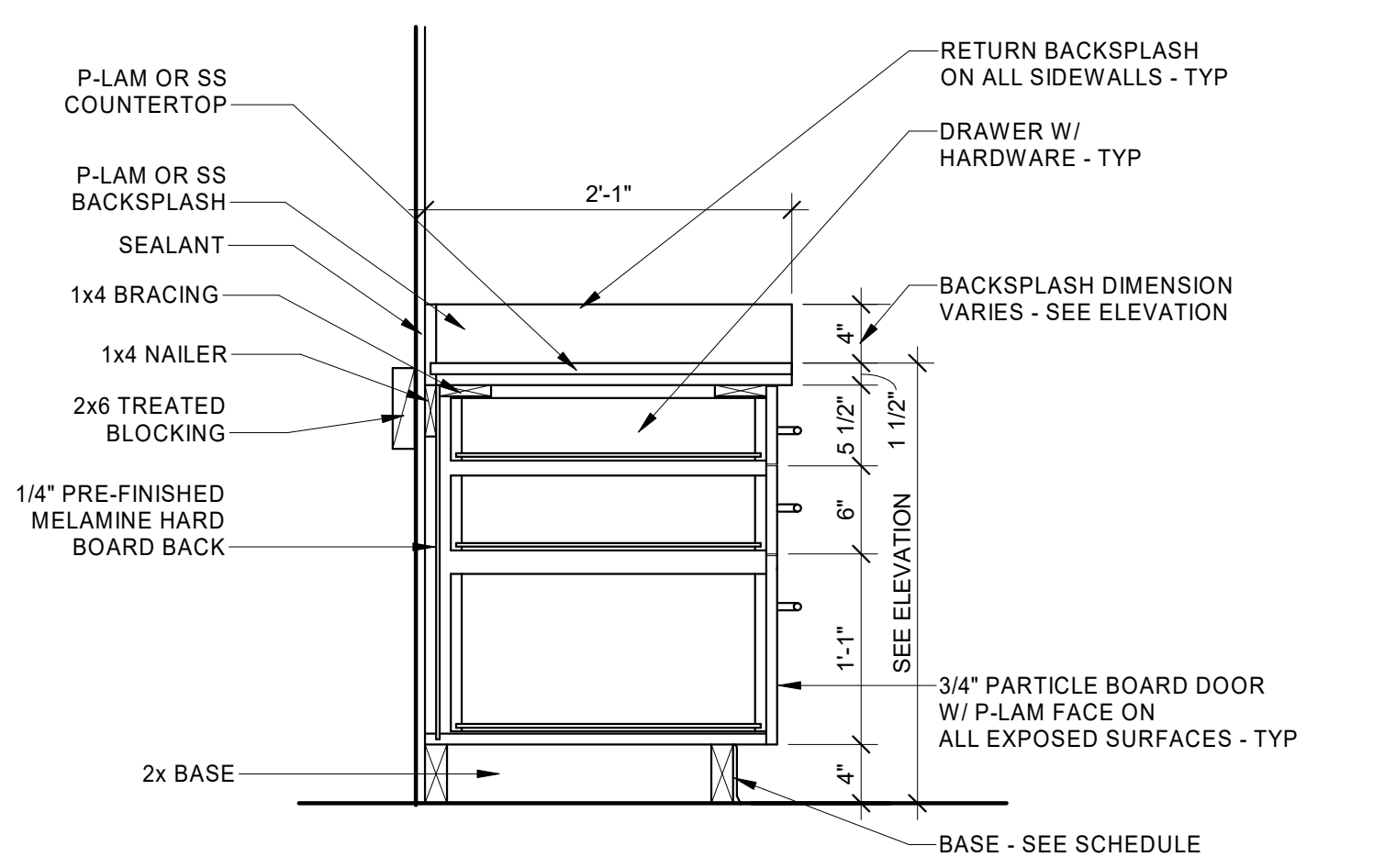
3 BASE CABINET, TYP.



4 BASE & UPPER CABINET, TYP.

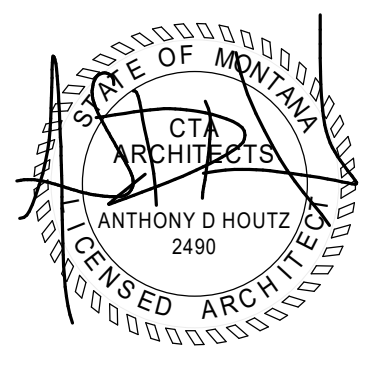


6 MICROWAVE CABINET



7 DRAWER CABINET, TYP.

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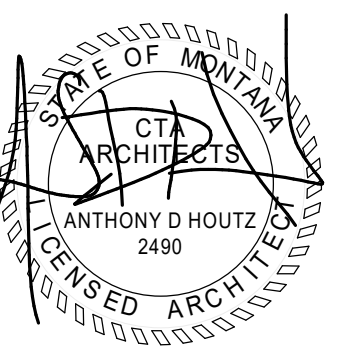
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12.20.2021
 PROJECT# | CITYGFCC_HR
 DESIGNED BY | J.L. WATERS
 DRAWN BY | J.L. WATERS
 REVISIONS
 2 07.22.2022 PR-01
 4 10.5.2022 PR-03

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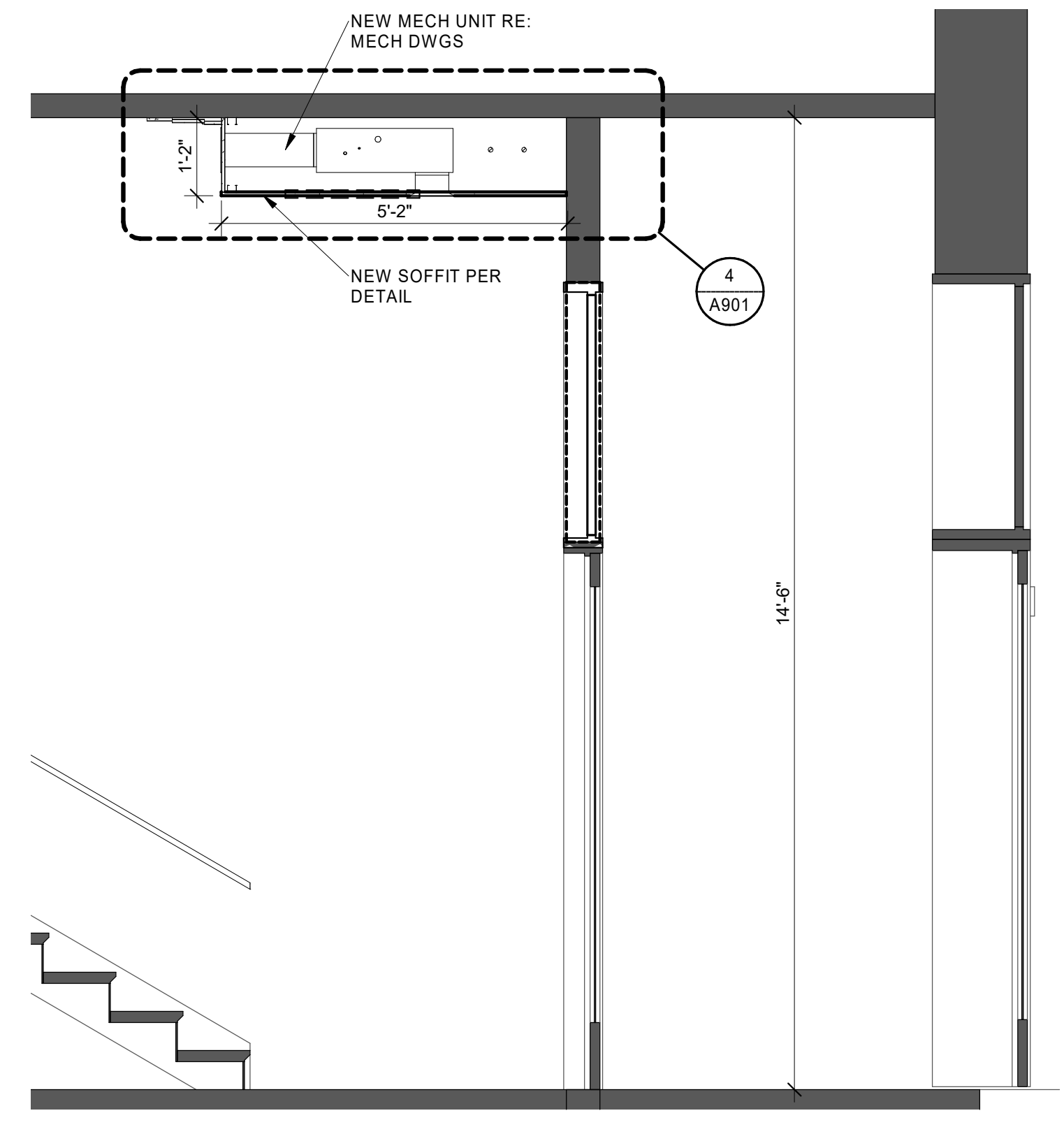
INTERIOR ELEVATIONS

A801

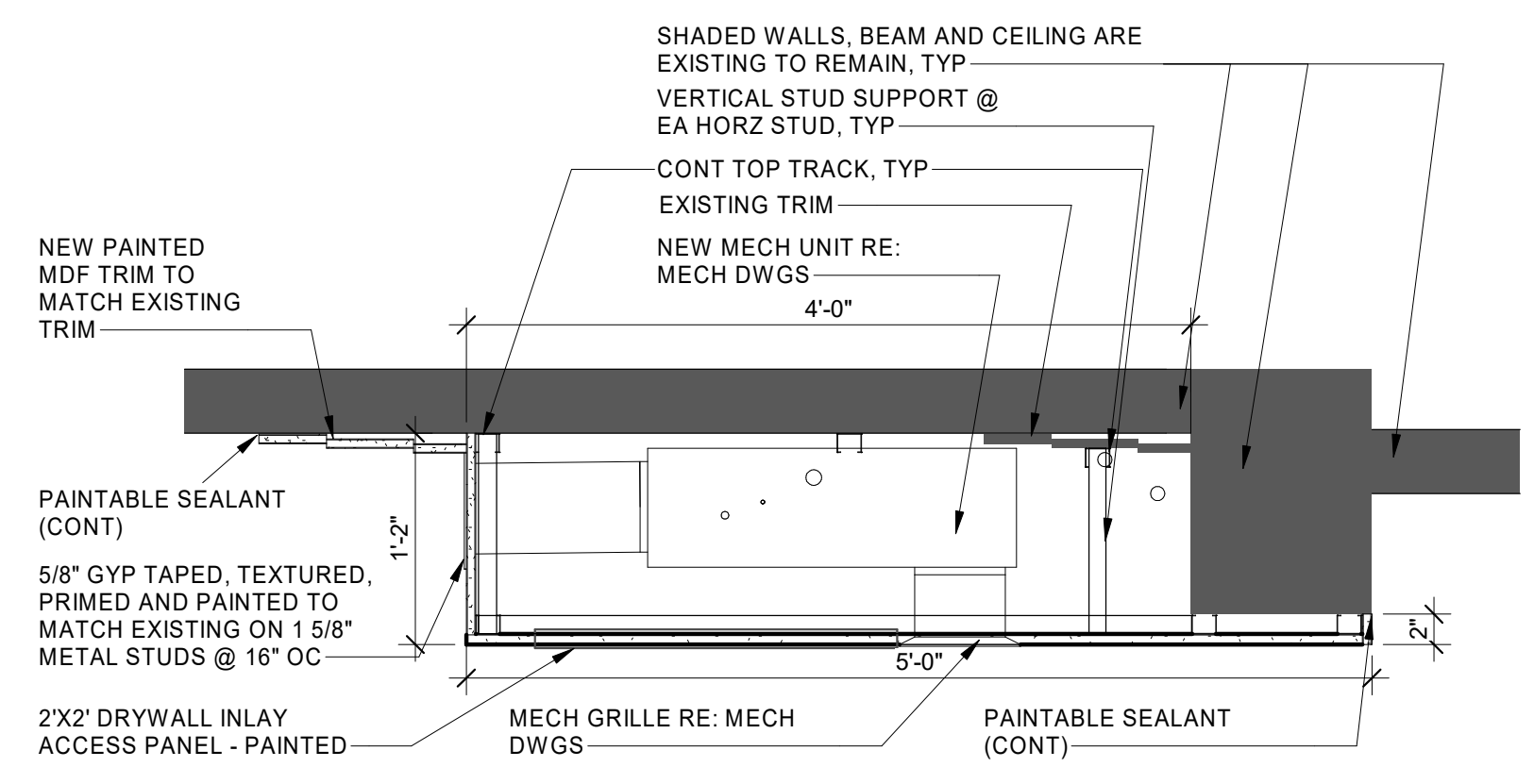


DEMO NOTES

1. REMOVE ACT CEILING GRID. PREP AREA FOR REINSTALL.



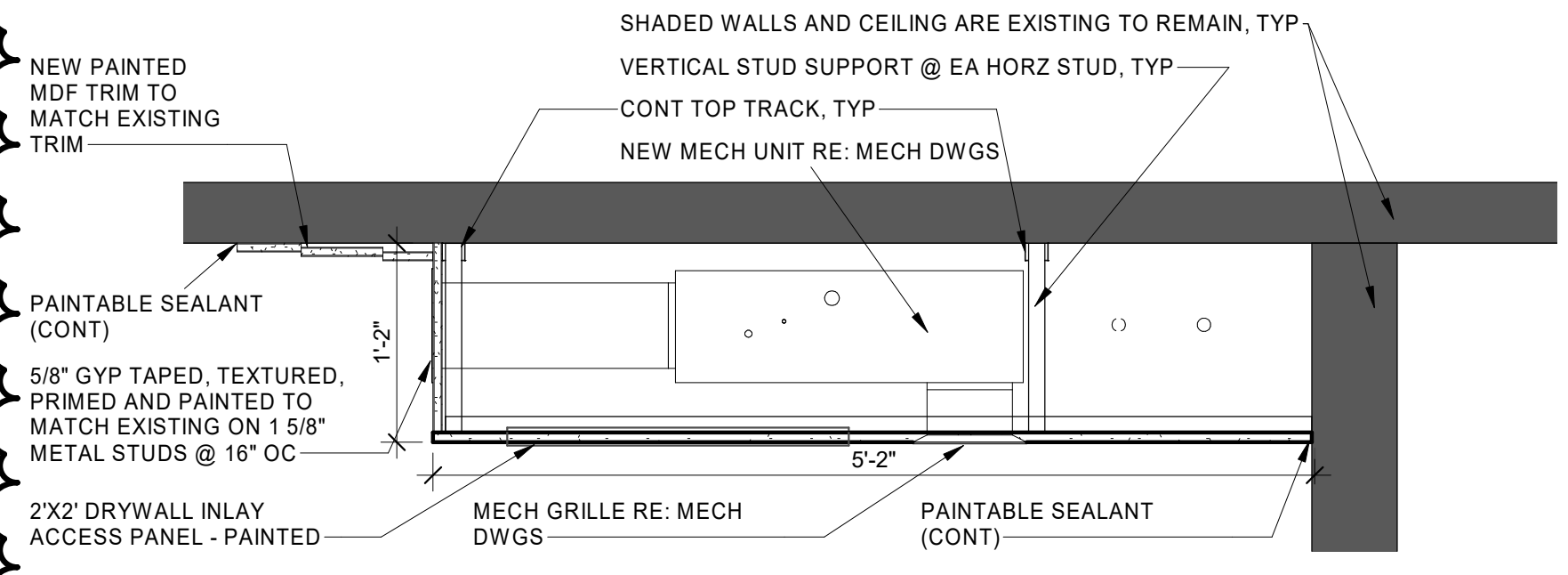
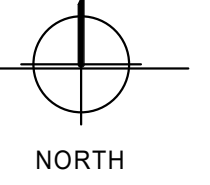
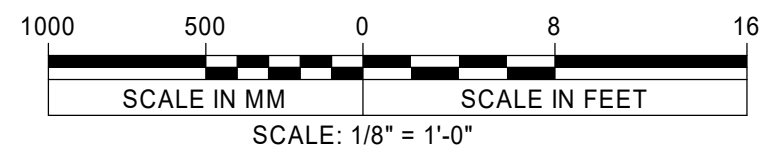
3 SOFFIT WEST SECTION
A901 1/2" = 1'-0"



6 SOFFIT EAST SECTION DETAIL
A901 1" = 1'-0"



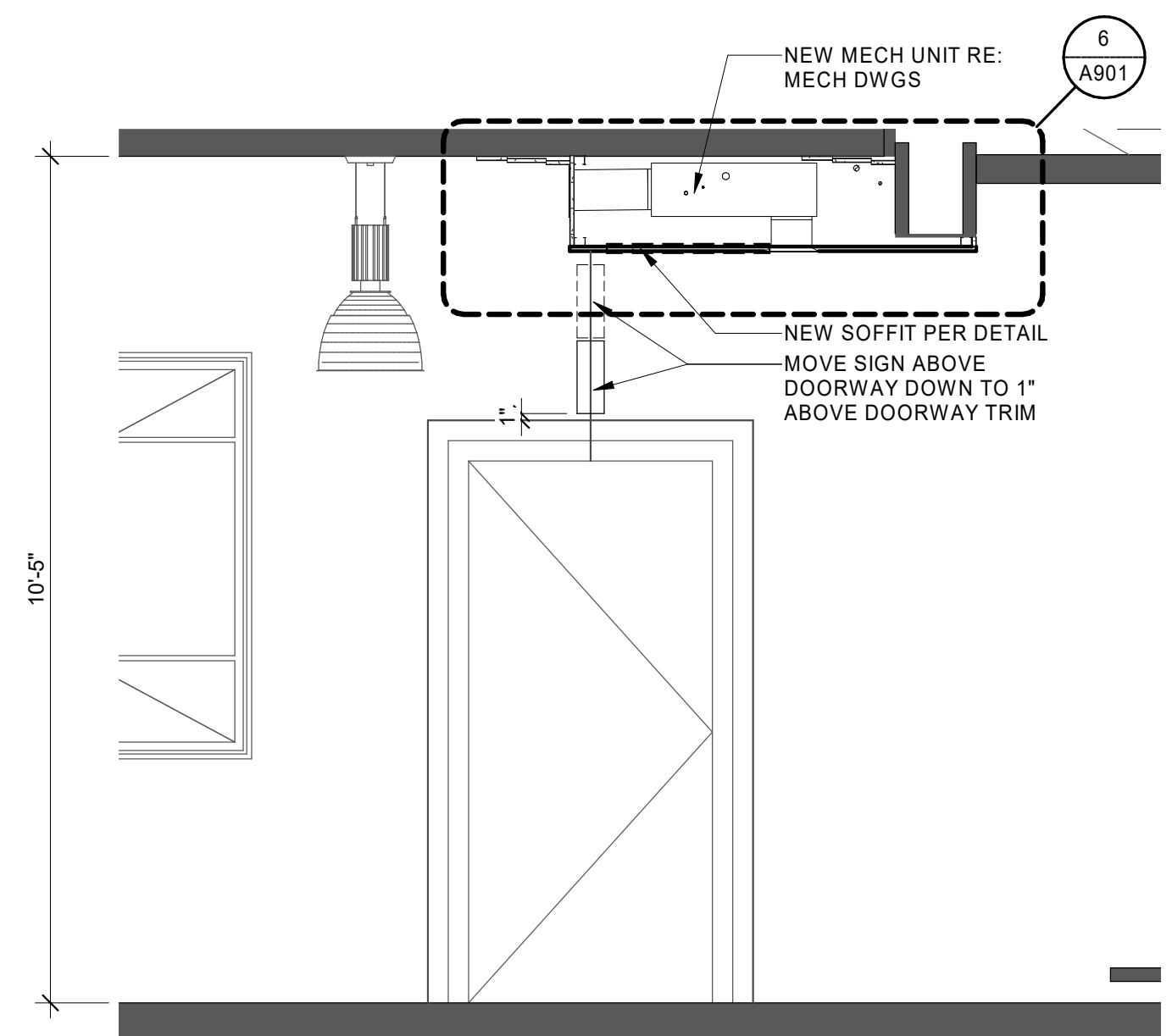
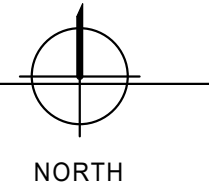
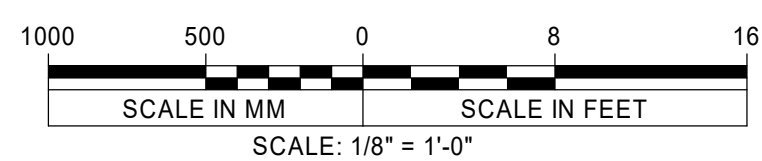
1 1ST FLOOR RCP DEMO
A901 1/8" = 1'-0"



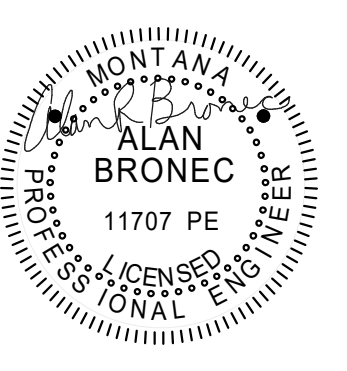
4 SOFFIT WEST SECTION DETAIL
A901 1" = 1'-0"



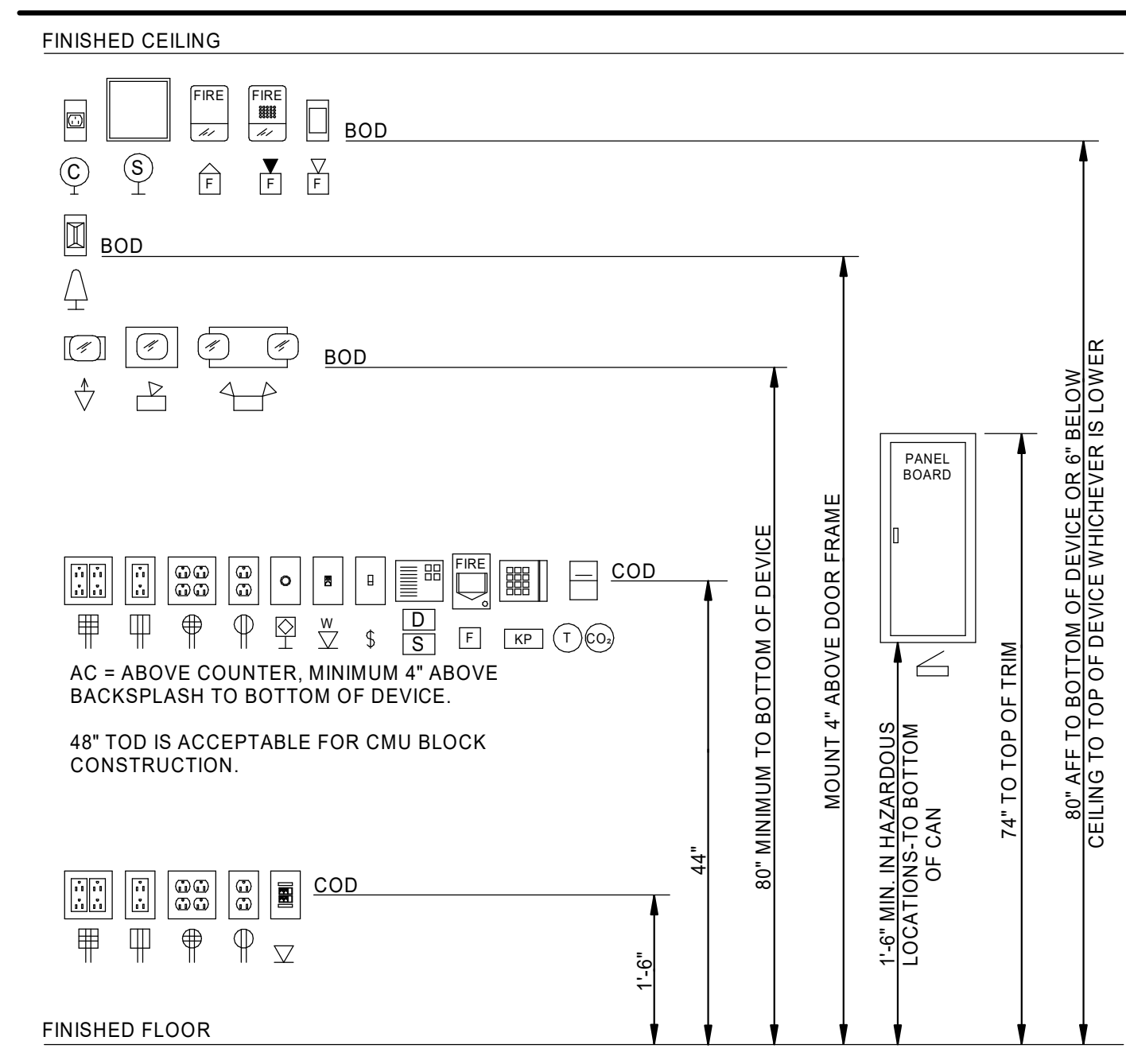
2 1ST FLOOR RCP NEW
A901 1/8" = 1'-0"



5 SOFFIT EAST SECTION
A901 1/2" = 1'-0"



INTERIOR BOX MOUNTING HEIGHTS



NOT ALL SYMBOLS ARE IN USE

ELECTRICAL LEGEND

LIGHTING		ABBREVIATIONS AND MISCELLANEOUS		DEVICES AND POWER	
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
[Symbol]	LAY-IN OR RECESSED FIXTURE, SIZE ON PLANS	AC	ABOVE COUNTER, 4" BACK SPLASH	[Symbol]	SWITCH - SPST
[Symbol]	WALL MOUNTED FIXTURE, SIZE ON PLANS	ATS	AUTOMATIC TRANSFER SWITCH	[Symbol]	2 SINGLE POLE, DOUBLE THROW
[Symbol]	SURFACE MOUNTED FIXTURE, SIZE ON PLANS	AFG	ABOVE FINISHED GRADE	[Symbol]	3 THREEWAY
[Symbol]	PENDANT OR SURFACE MOUNTED FIXTURE, SIZE ON PLANS	AFF	ABOVE FINISHED FLOOR	[Symbol]	4 FOURWAY
[Symbol]	PENDANT MOUNTED FIXTURE, SIZE ON PLANS	BLG	BELOW GRADE	[Symbol]	K KEY OPERATED
[Symbol]	SHADED FIXTURE INDICATES FIXTURE IS UNSWITCHED AND ALSO INDICATES EMERGENCY POWER.	BOD	BOTTOM OF DEVICE	[Symbol]	P PILOT LIGHT
[Symbol]	RECESSED DOWNLIGHT FIXTURE	C	CONDUIT	[Symbol]	WP WEATHERPROOF
[Symbol]	SURFACE MOUNTED FIXTURE	CAS	CARD ACCESS SYSTEM	[Symbol]	OS OCCUPANCY SENSOR
[Symbol]	WALL MOUNTED FIXTURE	CCTV	CLOSED CIRCUIT TV	[Symbol]	D DIMMER
[Symbol]	WALL WASH OR DIRECTIONAL FIXTURE	CLG	CEILING	[Symbol]	MC SPOT-MOMENTARY CONTACT
[Symbol]	TRACK FIXTURE, SEE PLAN FOR SIZE AND HEADS	COD	CENTER OF DEVICE	[Symbol]	LV LOW VOLTAGE
[Symbol]	CEILING FAN FIXTURE	CU	COPPER	[Symbol]	T TIMER SWITCH
[Symbol]	CEILING MOUNTED, WALL MOUNTED EXIT LIGHT (W/ DIRECTIONAL ARROWS)	DVR	DIGITAL VIDEO RECORDER	[Symbol]	TS TEST SWITCH
[Symbol]	1 HEAD REMOTE EMERGENCY LIGHT	(E)	EXISTING	[Symbol]	OC OCCUPANCY SENSOR (CEILING) - SUBSCRIPT IS TYPE
[Symbol]	2 HEAD EMERGENCY LIGHT BATTERY PACK	EC	ELECTRICAL CONTRACTOR	[Symbol]	RECEPTACLE - SIMPLEX
[Symbol]	1 HEAD REMOTE EMERGENCY LIGHT BATTERY PACK	EF	EXHAUST FAN	[Symbol]	RECEPTACLE - DUPLEX, MOUNTING IN CEILING
[Symbol]	2 HEAD LIGHT WITH MOTION SENSOR	GC	GENERAL CONTRACTOR	[Symbol]	GFI RECEPTACLE - DUPLEX, MOUNTING IN CEILING
[Symbol]	SQUARE POLE MOUNTED FIXTURE, EXTERIOR	GND	GROUND	[Symbol]	RECEPTACLE - DUPLEX
[Symbol]	ROUND POLE MOUNTED FIXTURE, EXTERIOR	LSI	FIELD ADJUSTABLE LONG TIME, SHORT TIME AND INSTANTANEOUS	[Symbol]	GFI RECEPTACLE - DUPLEX (GROUND FAULT INTERRUPT)
[Symbol]	POST TOP FIXTURE, EXTERIOR	LSIG	FIELD ADJUSTABLE LONG TIME, SHORT TIME, INSTANTANEOUS AND GROUND FAULT	[Symbol]	USB DEVICE RECEPT W/2 USB PORTS
[Symbol]	BOLLARD FIXTURE, EXTERIOR	MC	MECHANICAL CONTRACTOR	[Symbol]	DC DROP CORD
[Symbol]	DIRECTIONAL INGROUND FIXTURE, EXTERIOR	(N)	NEW	[Symbol]	WP WEATHERPROOF COVER & WEATHER RESISTANT RECEPTACLE
		NL	NIGHT LIGHT	[Symbol]	TR TAMPER RESISTANT
		PTZ	PAN-TILT-ZOOM	[Symbol]	S SURGE PROTECTED
		QTY	QUANTITY	[Symbol]	IG ISOLATED GROUND
		(R)	RELOCATED	[Symbol]	FILLED CENTER INDICATES HOSPITAL GRADE EMERGENCY RECEPTACLE
		SF	SURFACE	[Symbol]	RECEPTACLE - DOUBLE DUPLEX
		TBB	TELECOMMUNICATIONS BONDING BACKBONE	[Symbol]	GFI RECEPTACLE - DOUBLE DUPLEX
		TC	TEMPERATURE CONTROL CONTRACTOR	[Symbol]	- SAME INDICATORS AS SHOWN FOR DUPLEX RECEPTACLE
		TMGB	TELECOMMUNICATIONS MAIN GROUNDING BUS BAR	[Symbol]	RECEPTACLE - 208V
		TTB	TELEPHONE TERMINAL BOARD	[Symbol]	R RANGE - NEMA 14-50R
		TYP	TYPICAL	[Symbol]	D DRYER - NEMA 14-30R
		UG	UNDERGROUND	[Symbol]	W WELDER - NEMA 14-50R
		UON	UNLESS OTHERWISE NOTED	[Symbol]	* NEMA CONFIGURATION AS NOTED
		W/	WITH	[Symbol]	208V RECEPTACLE IN RECESSED FLOORBOX
		WM	WIRE MOLD	[Symbol]	DUPLEX RECEPTACLE/GFI IN RECESSED FLOORBOX
		WP	WEATHER PROOF (WHILE IN USE)	[Symbol]	DOUBLE DUPLEX RECEPTACLE/GFI IN RECESSED FLOORBOX
		XFMR	TRANSFORMER	[Symbol]	J-BOX - BOX INDICATES FLOOR MOUNTING - 4"x4"x2-1/8" DEEP UNLESS OTHERWISE NOTED
		a,b,c etc	SWITCH DESIGNATION	[Symbol]	POWER POLE
		BN1L-2,4,6	CIRCUIT DESIGNATION, PANEL BN1L, CIRCUITS 2,4,6	[Symbol]	T THERMOSTAT/TEMPERATURE SENSOR BY MC OR TC, J-BOX AND CONDUIT TO CEILING BY EC
		1/E501	INDICATES DETAIL 1 ON SHEET E501	[Symbol]	CD CARBON MONOXIDE DETECTOR BY MC, J-BOX & CONDUIT TO CEILING BY EC
		#	SHEET WORK NOTE	[Symbol]	\$M MANUAL MOTOR DISCONNECT/STARTER SWITCH
		#	SHEET DEMO WORK NOTE	[Symbol]	EMERGENCY PUSHBUTTON
		—	HOME RUN TO PANEL	[Symbol]	R RELAY
		—	CONDUIT CONCEALED IN CEILING OR WALL	[Symbol]	PC PHOTOCELL, PHOTOCCELL WALL MOUNTED
		—	CONDUIT CONCEALED UNDER FLOOR	[Symbol]	PC+ SPECIAL PURPOSE CONNECTION - BOX INDICATES FLOOR MOUNTING - WORK AS NOTED
		LV	LOW VOLTAGE CIRCUIT	[Symbol]	EM ELECTRIC MOTOR CONNECTION
		—	FIBER OPTIC CABLE	[Symbol]	CS COMBINATION STARTER/DISCONNECT SWITCH
		—	CABLE TRAY	[Symbol]	DISCONNECT SWITCH
		—	CIRCUIT, NUMBER OF HASH MARKS INDICATES NUMBER OF CONDUCTORS IN CABLE/RACEWAY. GROUND WIRE IS NOT SHOWN BUT SHALL BE INCLUDED. NO HASH MARKS INDICATES 2 CONDUCTORS PLUS GROUND.	[Symbol]	CONTACTOR
				[Symbol]	CIRCUIT BREAKER
				[Symbol]	VARIABLE FREQUENCY DRIVE
				[Symbol]	CONTROL PANEL
				[Symbol]	LRP LIGHTING RELAY PANEL
				[Symbol]	TCP TEMPERATURE CONTROL PANEL
				[Symbol]	GAP GENERATOR ANNUNCIATOR PANEL
				[Symbol]	PACP PA CONTROL PANEL
				[Symbol]	MGA MED GAS ALARM PANEL
				[Symbol]	TIME CLOCK
				[Symbol]	EXISTING PANELBOARD, SURFACE MOUNTED
				[Symbol]	EXISTING PANELBOARD, FLUSH MOUNTED
				[Symbol]	PANELBOARD, SURFACE MOUNTED
				[Symbol]	PANELBOARD, FLUSH MOUNTED
				[Symbol]	EM or P ELECTRIC METER, BUILDING MOUNTED
				[Symbol]	TRANSFORMER, INTERIOR
				[Symbol]	TRANSFORMER, EXTERIOR

COMMUNICATIONS (ROUGH IN ONLY)

SYMBOL	DESCRIPTION
[Symbol]	CATV JACK, WALL MOUNTED
[Symbol]	CATV JACK CEILING MOUNTED
[Symbol]	MICROPHONE OUTLET
[Symbol]	SPEAKER, SPEAKER WALL MOUNTED
[Symbol]	CLOCK HANGER RECEPTACLE
[Symbol]	VOICE/DATA JACK
#	NUMERICAL SUBSCRIPT INDICATES NUMBER OF CABLES/JACKS, NO SUBSCRIPT ASSUMES TWO CABLES/JACKS
W	WALL MOUNT TELEPHONE READY JACK
WAP	WIRELESS ACCESS POINT
[Symbol]	VOICE/DATA JACK MOUNTED IN FLOORBOX
#	NUMERICAL SUBSCRIPT INDICATES NUMBER OF CABLES/JACKS, NO SUBSCRIPT INDICATES TWO CABLES/JACKS
[Symbol]	EXISTING VOICE/DATA JACK
[Symbol]	DATA RACK

ELECTRICAL SHEET INDEX

E001	ELECTRICAL LEGEND
E002	ELECTRICAL DETAILS
E004	ELECTRICAL SCHEDULES
E100	FIRST FLOOR - ELECTRICAL DEMO PLAN
E100A	FIRST FLOOR LIGHTING PLAN
E101	SECOND FLOOR - DEMO ELECTRICAL PLAN
E102	ROOF - DEMO ELECTRICAL PLAN
E201	SECOND FLOOR - RENO LIGHTING PLAN
E300	FIRST FLOOR - RENO POWER PLAN
E301	SECOND FLOOR - RENO POWER PLAN
E302	ROOF - RENO POWER PLAN
E501	ELECTRICAL SPECIFICATIONS

PANEL: 2A													
LOCATION: RECEPTION 213			AMPS: 225 A			TYPE OF MAIN: MLO			MINIMUM AIC RATING: 10K				
MOUNTING TYPE: RECESSED			VOLTAGE: 120/208 Wye			FED FROM:			ENCLOSURE: NEMA 1				
MANUFACTURER: SEE SPECIFICATIONS			PHASES: 3			WIRES: 4			NOTES:				
MODEL TYPE: PANELBOARD			PHASES: 3			WIRES: 4							
LOAD NAME	CKT NO	BKR AMP	POLE	A	B	C	POLE	BKR AMP	CKT NO	LOAD NAME			
RECEPTACLES	1	20	1	1080	900			1	20	2	RECEPTACLES		
RECEPTACLES	3	20	1		900	1260		1	20	4	RECEPTACLES		
RECEPTACLES	5	20	1			1000	1260	1	20	6	RECEPTACLES		
RECEPTACLES	7	20	1	1440	1620			1	20	8	RECEPTACLES		
RECEPTACLES	9	20	1		720	1440		1	20	10	RECEPTACLES		
RECEPTACLES	11	20	1			1440	814	1	20	12	LIGHTING		
RECEPTACLES	13	20	1	1620	900			1	20	14	RECEPTACLES		
SPARE	15	20	1			0	1000		1	16	COFFEE MAKER		
AC RECEPTACLE	17	20	1				1000	1000	1	18	REFRIGERATOR		
VRV UNITS 15-16	19	15	2	370	60			2	15	20	BRANCH SELECTOR VALVE BOX		
VRV UNITS 11-18	21	--	--			370	60	--	22	--			
ERV-1	27	15	2			844	10015	--	28	--			
EDH-1	31	35	3	30	1000			844	1073	1	30	LIGHTING	
	33	--	--			30	0		1	20	34	SPARE	
	35	--	--				9000	0	1	20	36	SPARE	
SPARE	37	20	1	0	0				1	20	38	SPARE	
SPARE	39	20	1			0	0		1	20	40	SPARE	
SPARE	41	20	1					0	0	1	20	42	SPARE
SPARE	43	20	1	0	0				1	20	44	SPARE	
SPARE	45	20	1			0	0		1	20	46	SPARE	
SPARE	47	20	1					0	0	1	20	48	SPARE
SPARE	49	20	1	0	0				1	20	50	SPARE	
SPARE	51	20	1			0	0		1	20	52	SPARE	
SPARE	53	20	1					0	0	1	20	54	SPARE
SPARE	55	20	1	0	0				1	20	56	SPARE	
SPARE	57	20	1			0	0		1	20	58	SPARE	
SPARE	59	20	1					0	0	1	20	60	SPARE
				19524.7	16639.3	27935.7	TOTAL CONNECTED PHASE VA						
				166.4	138.7	236.5	TOTAL CONNECTED PHASE AMPS						
LOAD CLASSIFICATION	CONNECTED LOAD	DEMAND FACTOR	ESTIMATED DEMAND	PANEL TOTALS									
EQUIPMENT	1918	100.00%	1918	TOTAL CONNECTED LOAD: 64099.8									
HVAC	40715	100.00%	40715	TOTAL CONNECTED AMPS: 177.9									
LIGHTING	1887	125.00%	2359	TOTAL EST. DEMAND: 59781.6									
RECEPTACLES	19580	75.54%	14790	TOTAL EST. DEMAND AMPS: 165.9									

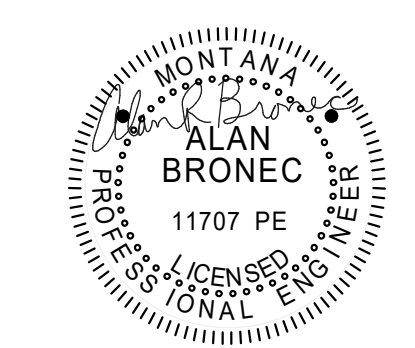
NOTES:
 1) CUSHING TERRELL WILL PURSUE ALL NWE LIGHTING REBATES. CONTACT ALAN ANSETH, CUSHING TERRELL, 406-248-7455
 2) PRIOR APPROVALS AND SHOP DRAWINGS SHALL BE SENT TO LANCE JONES, CUSHING TERRELL, 406 248-7455
 3)

TYPE	DESCRIPTION	MANUFACTURER	FIXTURE			MOUNTING TYPE	HEIGHT	VOLTAGE	VA	LIGHT SOURCE	LAMP TYPE	NOTES
			CATALOG NUMBER	LOCATION								
A1	2X2 LED FLAT PANEL, 0-10V DIM W/ DRYWALL ADAPTER	LITHONIA	EPANL 2X2 4000LM 80CRI 35K MIN1 ZT MVOLT 2X2SMKSH	CEILING	RECESSED	-	120 V	60.00				
A1E	2X2 LED FLAT PANEL, 0-10V DIM W/ DRYWALL ADAPTER AND EM BATTERY	LITHONIA	EPANL 2X2 4000LM 80CRI 35K MIN1 ZT MVOLT E10WCP 2X2SMKSH	CEILING	RECESSED	-	120 V	37.00				
A2	2X2 LAY-IN FLAT PANEL LED 0-10V DIM	LITHONIA	EPANL 2X2 4000LM 80CRI 35K MIN1 ZT MVOLT	CEILING	RECESSED	-	120 V	37.00				
A2E	2X2 LAY-IN FLAT PANEL LED 0-10V DIM, W/ EM BATTERY	LITHONIA	EPANL 2X2 4000LM 80CRI 35K MIN1 ZT MVOLT E10WCP	CEILING	RECESSED	-	120 V	37.00				
S1	48"LED SURFACE WRAP	LITHONIA	STL 4 40L EZ1 LP835	CEILING	SURFACE	-	120 V	35.00				

LIGHTING CONTROL SCHEDULE		
TYPE	MANUFACTURER	DESCRIPTION
\$0S	WATTSTOPPER DW-100	WALL MOUNTED DUAL TECHNOLOGY, WALL SWITCH OCCUPANCY SENSOR SET OFF DELAY TO 30 MINUTES AND SENSITIVITY TO MAX. SET FOR MANUAL ON.
\$0S2	WATTSTOPPER DW-311	WALL MOUNTED DUAL TECHNOLOGY, 0-10V DIMMING WALL SWITCH OCCUPANCY SENSOR WITH 400 SF COVERAGE. SET OFF DELAY TO 30 MINUTES AND SENSITIVITY TO MAX. SET FOR MANUAL ON.
\$LV	WATTSTOPPER LMDM - SERIES	LOW VOLTAGE DIGITAL WALL SWITCH SWITCHES WITH SUBSCRIPT SHALL BE OF QUANTITY AS NOTED ON PLANS. SWITCHES SHALL BE DIMMING CAPABLE.
0S	WATTSTOPPER LMDC-100	DIGITAL CEILING MOUNTED DUAL TECHNOLOGY OCCUPANCY SENSOR CONNECT TO ROOM CONTROLLER. SET OFF DELAY TO 30 MINUTES AND SENSITIVITY TO MAX.
RC1	WATTSTOPPER LMCT-111	DIGITAL SINGLE RELAY ROOM CONTROLLER DIMMING CAPABILITY.
	WATTSTOPPER LMCT-100	EC TO PROVIDE (1) DIGITAL WIRELESS CONFIGURATION TOOL FOR REMOTE PROGRAMMING OF DIGITAL LIGHTING CONTROLS (NOT SHOWN ON PLANS)

NOTES:
 1 CONTRACTORS WORK TO INCLUDE ALL LABOR, MATERIALS, AND EQUIPMENT REQUIRED FOR A COMPLETE AND OPERATIONAL SYSTEM.
 2 SUBMIT SHOP DRAWINGS FOR ALL SENSORS, ROOM CONTROLLERS AND LOW VOLTAGE SWITCHES.
 3 FIELD VERIFY EXACT LOCATION OF EACH SENSOR, LOCATE PER MANUFACTURERS RECOMMENDATION. CEILING SENSORS SHALL BE INSTALLED A MINIMUM OF 5FT FROM ANY HVAC SUPPLY OR RETURN AIR DIFFUSER.
 4 ALL CONTROLS SHALL BE FULLY ADJUSTED AND COMMISSIONED AS RECOMMENDED BY THE MANUFACTURER.

CONTROL EQUIPMENT SCHEDULE																
UNIT	VOLTAGE	PHASE	MCA	KVA	HP	STARTER				DISCONNECT		CONTROL DEVICES	INSTALLED BY	FURNISHED BY	NOTES	
						DESCRIPTION	NEMA SIZE	NEMA ENCLOSURE	INTERLOCK	MOCP	DESCRIPTION					NEMA ENCLOSURE
ACCU-1A	208 V	3	83.4	30.05							100A/3P	3R				
ACCU-1B	208 V	3	83.4	30.05							100A/3P	3R				
BS-1	208 V	1									TOGGLE W/ OVERLOADS					
BS-2	208 V	1	0.6								TOGGLE W/ OVERLOADS					
BS-3	208 V	1	0.6								TOGGLE W/ OVERLOADS					
ERV-1	208 V	1			1.69						BY MC					
IU-01	208 V	1	1								TOGGLE W/ OVERLOADS	1				
IU-02	208 V	1	1								TOGGLE W/ OVERLOADS	1				
IU-03	208 V	1	1								TOGGLE W/ OVERLOADS	1				
IU-04	208 V	1	1								TOGGLE W/ OVERLOADS	1				
IU-05	208 V	1	1								TOGGLE W/ OVERLOADS	1				
IU-06	208 V	1	1								TOGGLE W/ OVERLOADS	1				
IU-07	208 V	1	1								TOGGLE W/ OVERLOADS	1				
IU-08	208 V	1	1								TOGGLE W/ OVERLOADS	1				
IU-09	208 V	1	1								TOGGLE W/ OVERLOADS	1				
IU-11	208 V	1	1								TOGGLE W/ OVERLOADS	1				
IU-12	208 V	1	1								TOGGLE W/ OVERLOADS	1				
IU-13	208 V	1	0.3								TOGGLE W/ OVERLOADS	1				
IU-14	208 V	1	0.3								TOGGLE W/ OVERLOADS	1				
IU-15	208 V	1	0.6								TOGGLE W/ OVERLOADS	1				
IU-16	208 V	1	0.3								TOGGLE W/ OVERLOADS	1				
IU-17	208 V	1	1								TOGGLE W/ OVERLOADS	1				
IU-18	208 V	1	1.4								TOGGLE W/ OVERLOADS	1				
IU-19	208 V	1	1.4								TOGGLE W/ OVERLOADS	1				

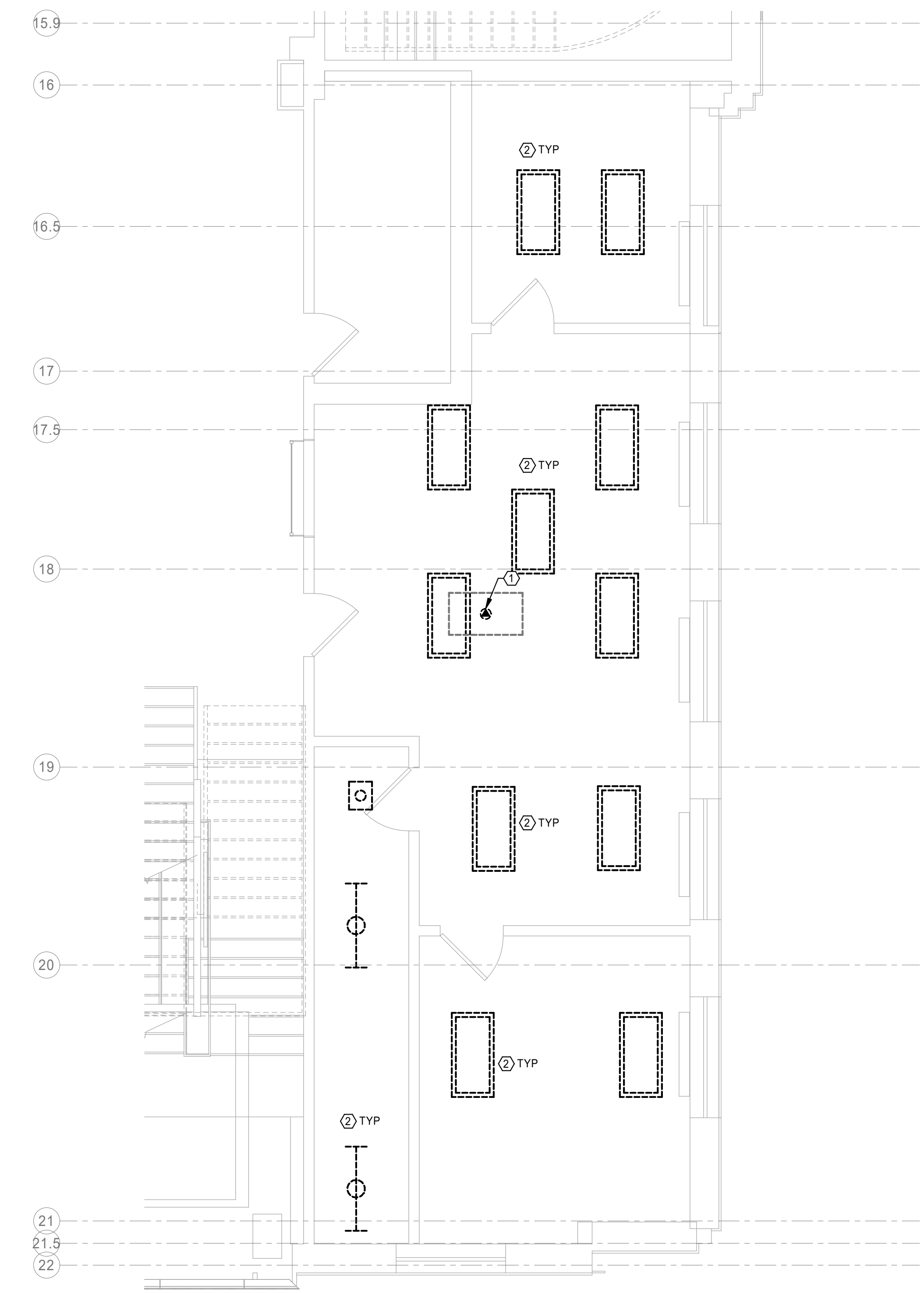


KEYNOTES

1. DISCONNECT EXISTING FAN COIL UNIT. REMOVE ALL ASSOCIATED DISCONNECT MEANS, CONTROLS, AND CIRCUITING.
2. REMOVE EXISTING LIGHTING FIXTURES AND ASSOCIATED SWITCHING DEVICES. CIRCUITRY MAY BE REUSED TO EXTENT POSSIBLE TO SERVE NEW LIGHT FIXTURES. EXTEND EXISTING CIRCUITING AS NECESSARY.

GENERAL DEMOLITION NOTES

- A. ELECTRICAL WORK IS THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR. PATCHING AND PAINTING IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
- B. DISCONNECT ALL ELECTRICAL ITEMS WHICH ARE TO BE REMOVED AND/OR RELOCATED WHILE MAINTAINING CONTINUITY OF REMAINING CIRCUITRY.
- C. PROVIDE NEW CONDUCTORS, RACEWAYS, ETC., AS REQUIRED TO MAINTAIN OPERATION OF EXISTING OUTLETS, EQUIPMENT, ETC. WHICH REMAIN OR ARE RELOCATED.
- D. NO EXISTING WIRING MAY BE REUSED IN THE NEW ELECTRICAL WORK UNLESS OTHERWISE NOTED.
- E. ALL EXISTING CIRCUITS, CONDUIT AND WIRE THAT ARE NOT IN USE AFTER DEMOLITION IS COMPLETED SHALL BE REMOVED.
- F. EXISTING LIGHT FIXTURES WHICH ARE NOT REUSED SHALL BE DELIVERED TO THE OWNER.
- G. EXISTING CONDUITS IN THE FLOOR WHICH ARE NOT USED AND WHICH ARE ABANDONED SHALL BE TRIMMED TO FLOOR SURFACE, GROUND FLUSH AND FILLED WITH GROUT. FINISH FLOOR TO MATCH EXISTING.
- H. WORK SHALL BE PERFORMED WITH NO DISRUPTION OF THE OWNER'S BUSINESS. ALL ELECTRICAL POWER DISRUPTIONS SHALL BE SCHEDULED AND APPROVED BY THE OWNER.
- I. ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH NEC, STATE AND LOCAL BUILDING CODE.
- J. ALL DASHED ITEMS ON DEMOLITION PLANS ARE TO BE REMOVED UNLESS NOTED OTHERWISE. SOLID ITEMS ARE TO REMAIN OR TO BE RELOCATED AS NOTED. NOTE - ITEMS SHOWN IN THE DEMOLITION PLANS ARE BASED ON FIELD OBSERVATIONS. ADDITIONAL ELECTRICAL ITEMS MAY BE ENCOUNTERED THAT ARE NOT SHOWN - ALL GENERAL ELECTRICAL ITEMS ARE TO BE REMOVED THAT ARE NOT SHOWN, BUT ARE IN AREAS OF COMPLETE REMODEL.



1
E100 1/4" = 1'-0"



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12.20.2021
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 DRAWN BY | GALLI
 REVISIONS
 5 11.17.2022 PR-04

FIRST FLOOR -
ELECTRICAL DEMO
PLAN

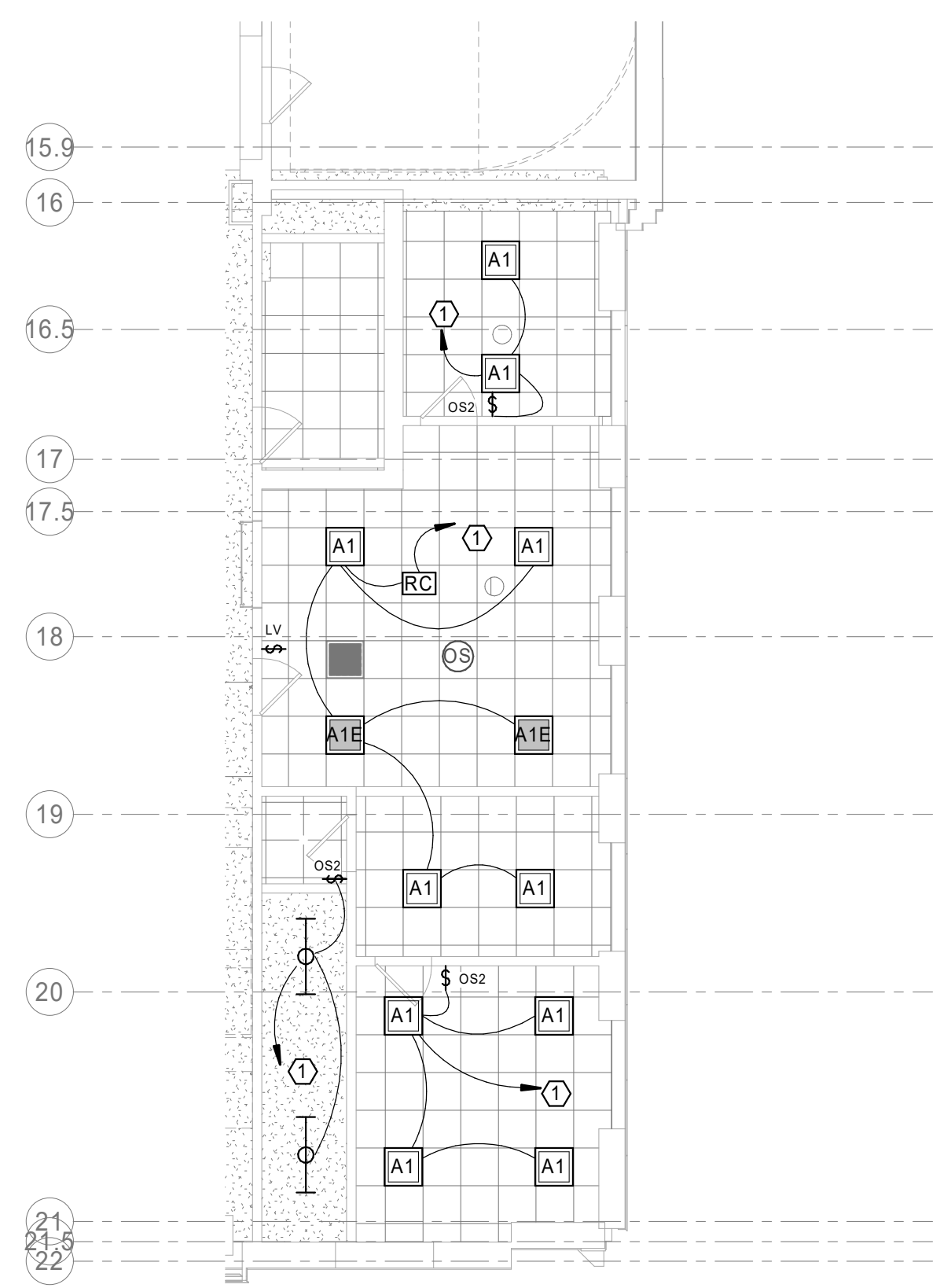
E100

GENERAL NOTES

- A. COMPLY WITH LATEST ADOPTED NEC AND APPLICABLE CODES/STANDARDS.
- B. SHARED NEUTRALS ARE NOT ALLOWED FOR SINGLE PHASE BRANCH CIRCUITS.
- C. PROVIDE 0-10V CONTROLS WIRING FOR ALL NECESSARY FIXTURES.
- D. EXISTING CIRCUITRY MAY BE USED TO EXTENT POSSIBLE.

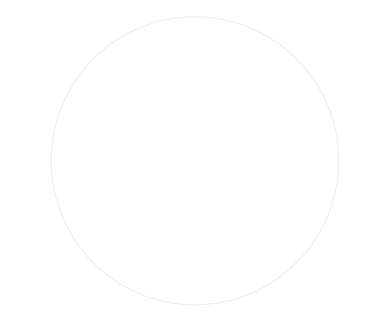
KEYNOTES

- 1. CONNECT TO EXISTING CIRCUITRY IN THIS ROOM. EXTEND/MODIFY CIRCUITRY AS NECESSARY TO ACCOMMODATE NEW FIXTURES' LOCATIONS.



2 FIRST FLOOR - CITY PROSECUTORS
E100A 1/8" = 1'-0"

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5

FIRST FLOOR LIGHTING PLAN

E100A

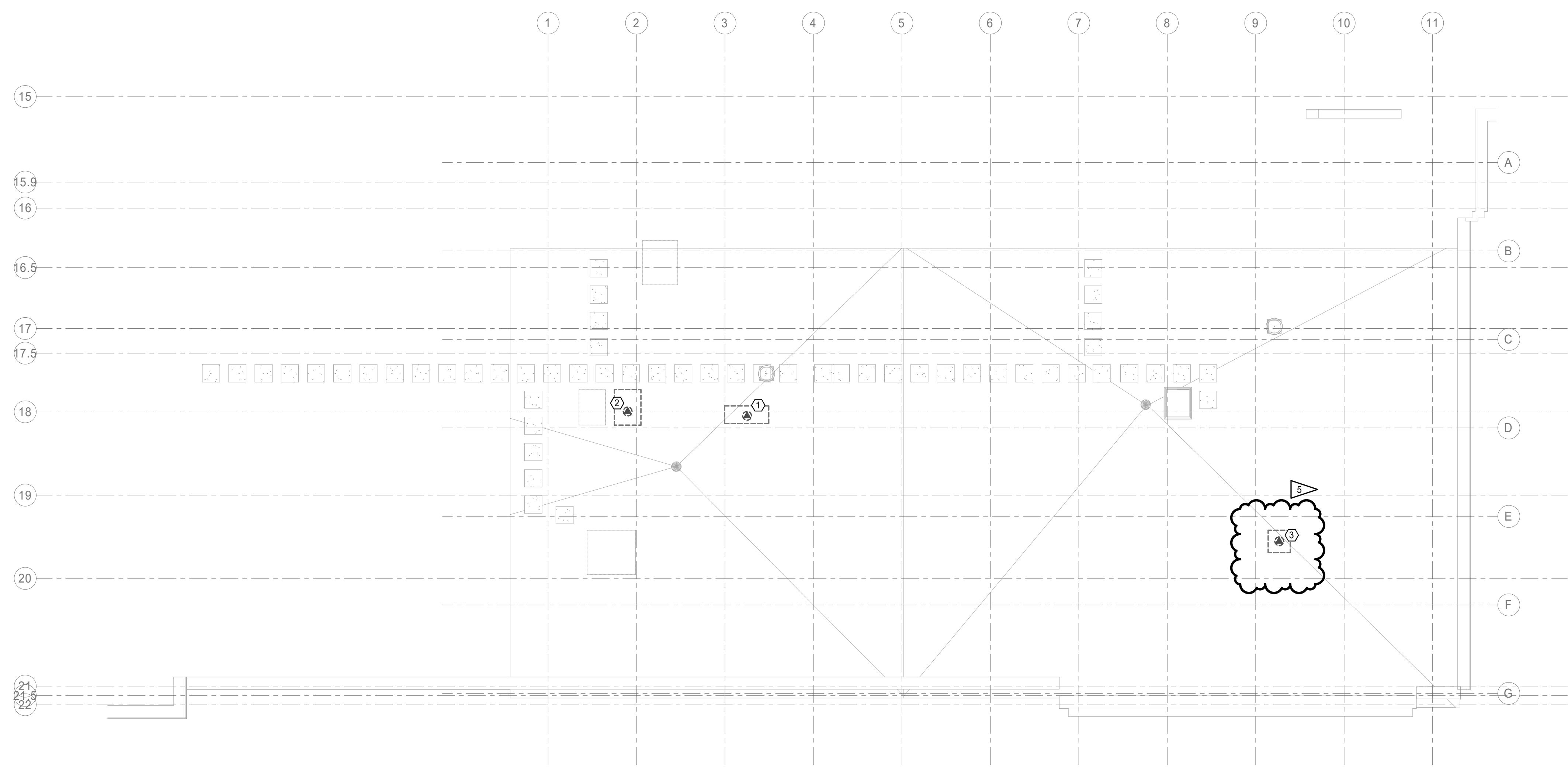
210

GENERAL DEMOLITION NOTES

- A. ELECTRICAL WORK IS THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR. PATCHING AND PAINTING IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
- B. DISCONNECT ALL ELECTRICAL ITEMS WHICH ARE TO BE REMOVED AND/OR RELOCATED WHILE MAINTAINING CONTINUITY OF REMAINING CIRCUITRY.
- C. PROVIDE NEW CONDUCTORS, RACEWAYS, ETC., AS REQUIRED TO MAINTAIN OPERATION OF EXISTING OUTLETS, EQUIPMENT, ETC. WHICH REMAIN OR ARE RELOCATED.
- D. NO EXISTING WIRING MAY BE REUSED IN THE NEW ELECTRICAL WORK UNLESS OTHERWISE NOTED.
- E. ALL EXISTING CIRCUITS, CONDUIT AND WIRE THAT ARE NOT IN USE AFTER DEMOLITION IS COMPLETED SHALL BE REMOVED.
- F. EXISTING CONDUITS IN THE FLOOR WHICH ARE NOT USED AND WHICH ARE ABANDONED SHALL BE TRIMMED TO FLOOR SURFACE, GROUND FLUSH AND FILLED WITH GROUT. FINISH FLOOR TO MATCH EXISTING.
- G. WORK SHALL BE PERFORMED WITH NO DISRUPTION OF THE OWNER'S BUSINESS. ALL ELECTRICAL POWER DISRUPTIONS SHALL BE SCHEDULED AND APPROVED BY THE OWNER.
- H. ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH NEC, STATE AND LOCAL BUILDING CODE.
- I. ALL DASHED ITEMS ON DEMOLITION PLANS ARE TO BE REMOVED UNLESS NOTED OTHERWISE. SOLID ITEMS ARE TO REMAIN OR TO BE RELOCATED AS NOTED. NOTE - ITEMS SHOWN IN THE DEMOLITION PLANS ARE BASED ON FIELD OBSERVATIONS. ADDITIONAL ELECTRICAL ITEMS MAY BE ENCOUNTERED THAT ARE NOT SHOWN - ALL GENERAL ELECTRICAL ITEMS ARE TO BE REMOVED THAT ARE NOT SHOWN, BUT ARE IN AREAS OF COMPLETE REMODEL.

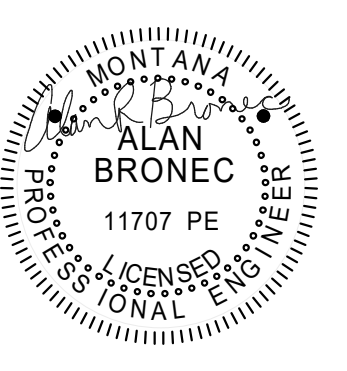
KEYNOTES

1. DISCONNECT EXISTING CONDENSING UNIT. REMOVE ALL ASSOCIATED DISCONNECT MEANS AND CONTROLS. FEEDERS TO REMAIN SO THEY MAY REFEED NEW ACCU-1A AS SHOWN ON E302.
2. DISCONNECT EXISTING HVAC UNIT. DISCONNECT AND REMOVE ALL ASSOCIATED DISCONNECT MEANS AND CONTROLS. REMOVE FEEDERS BACK TO PANEL 25 - RELABEL BREAKER AS SPARE.
3. DISCONNECT EXISTING CONDENSING UNIT. REMOVE ALL ASSOCIATED DISCONNECT MEANS, CONTROLS, AND FEEDER BACK TO PANEL.



1 ROOF DEMO ELECTRICAL
E102 1/8" = 1'-0"

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ROOF - DEMO ELECTRICAL PLAN

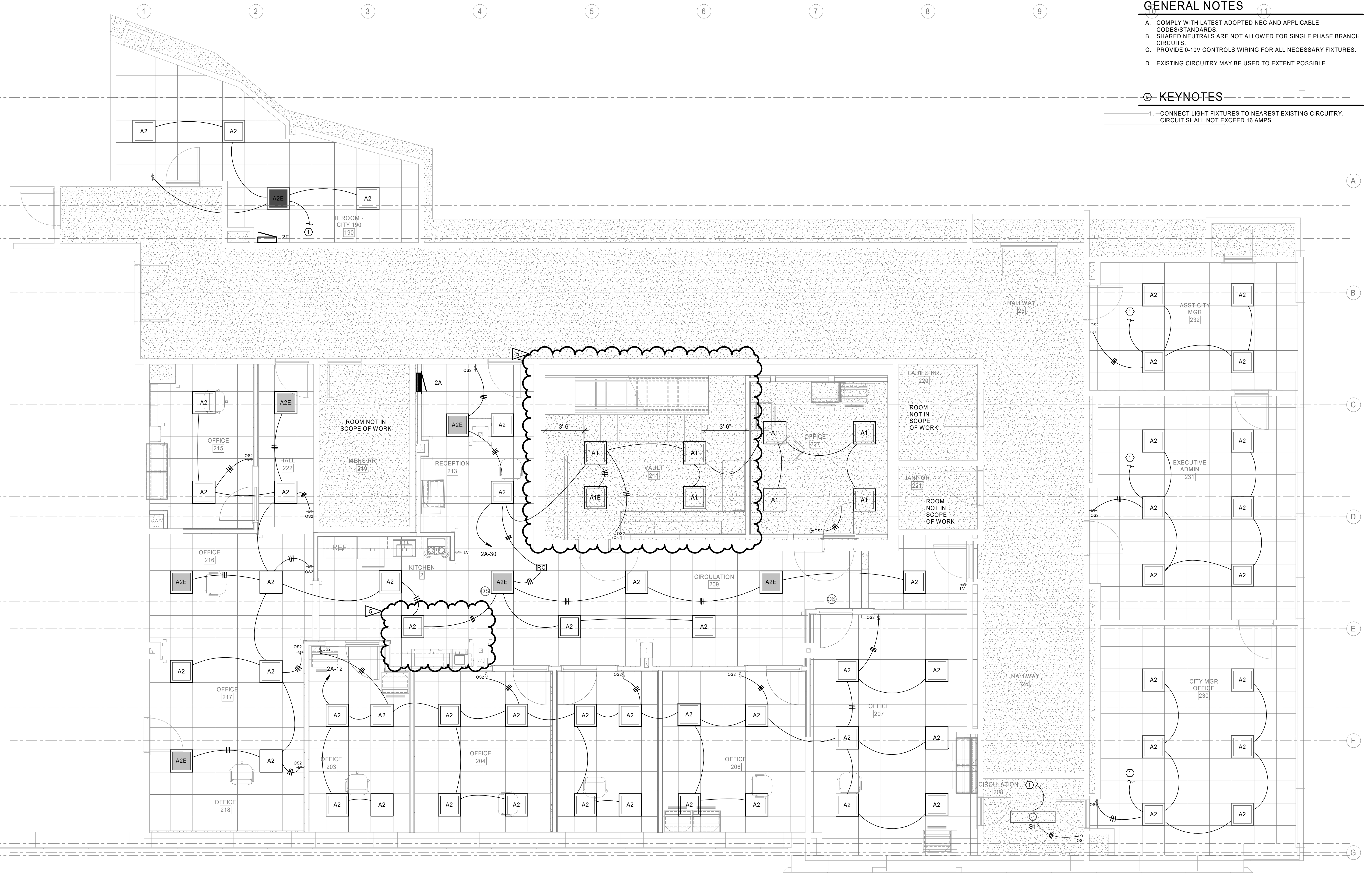
E102

GENERAL NOTES

- A. COMPLY WITH LATEST ADOPTED NEC AND APPLICABLE CODES/STANDARDS.
- B. SHARED NEUTRALS ARE NOT ALLOWED FOR SINGLE PHASE BRANCH CIRCUITS.
- C. PROVIDE 0-10V CONTROLS WIRING FOR ALL NECESSARY FIXTURES.
- D. EXISTING CIRCUITRY MAY BE USED TO EXTENT POSSIBLE.

KEYNOTES

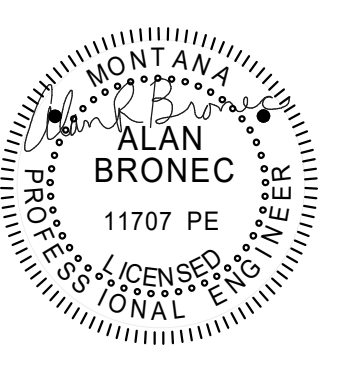
- 1. CONNECT LIGHT FIXTURES TO NEAREST EXISTING CIRCUITRY. CIRCUIT SHALL NOT EXCEED 16 AMPS.



1 SECOND FLOOR - RENO LIGHTING PLAN
E201 1/4" = 1'-0"



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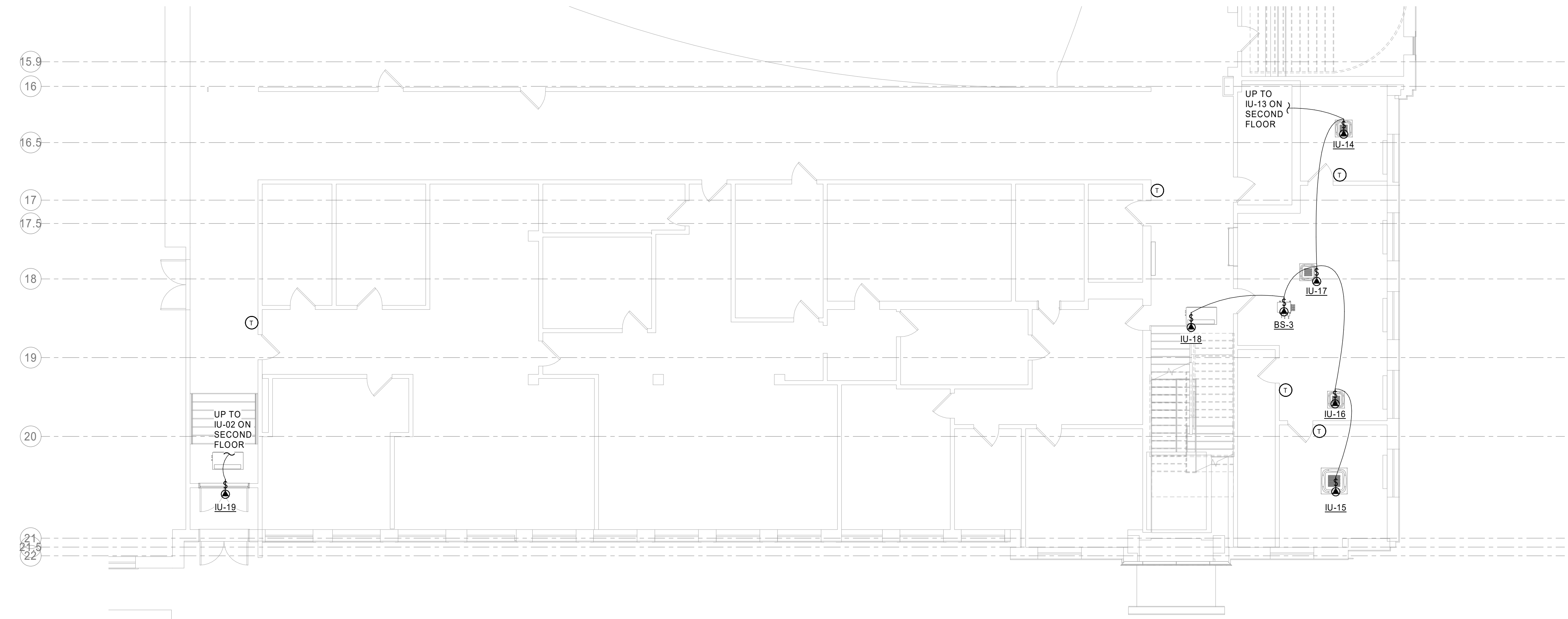
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12.20.2021
 PROJECT# | CITYGFCC_HR
 DESIGNED BY | JONES
 DRAWN BY | GALLI
 REVISIONS
 1 06.10.2022 ADD 01
 2 07.22.2022 PR-01
 4 10.05.2022 PR-03
 5 11.17.2022 PR-04

SECOND FLOOR - RENO LIGHTING PLAN

E201



1
E300

FIRST FLOOR - RENO POWER PLAN

1/8" = 1'-0"

NORTH

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5 11.17.2022 PR-04

FIRST FLOOR - RENO
POWER PLAN

E300

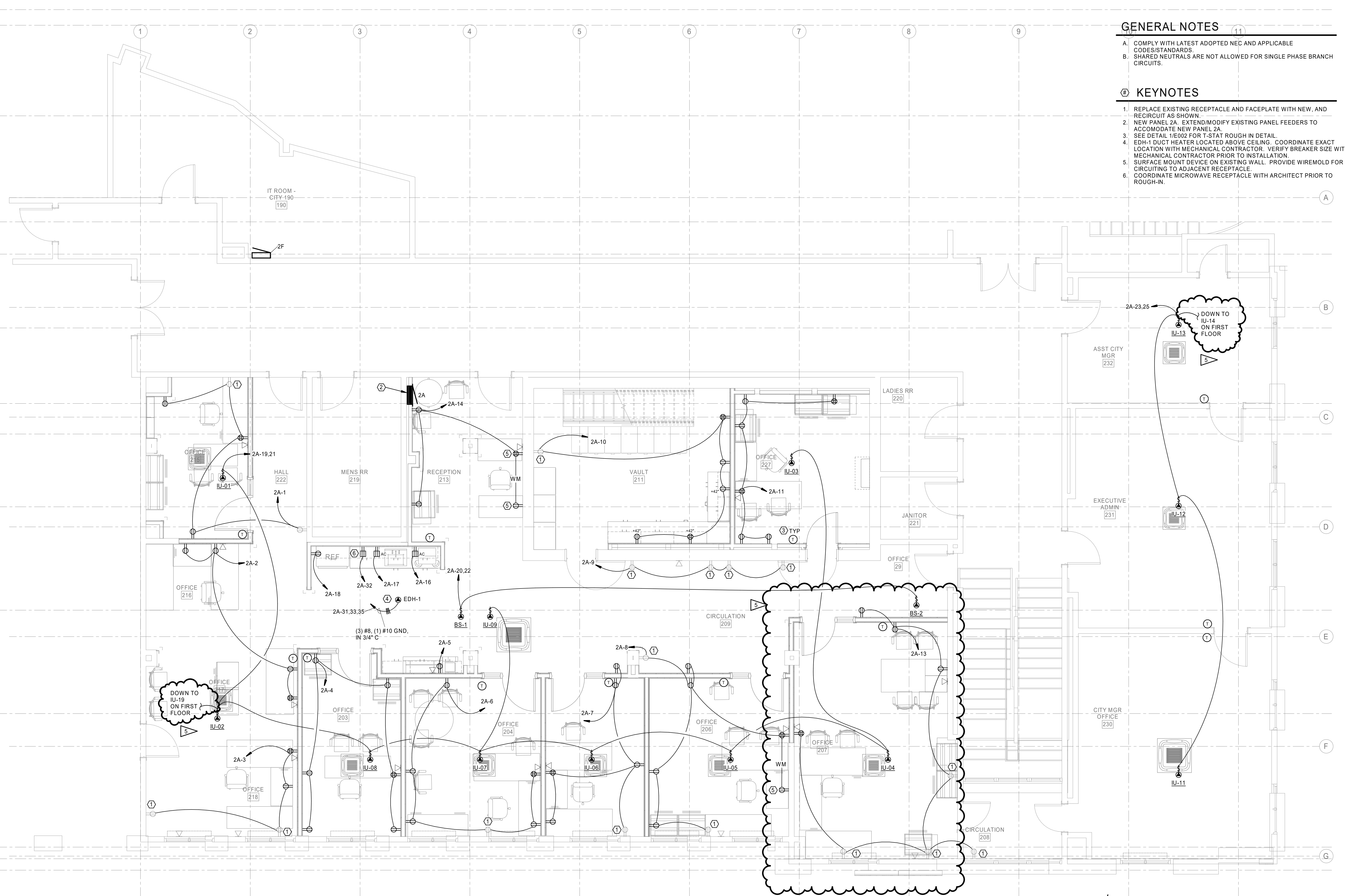
213

GENERAL NOTES

- A. COMPLY WITH LATEST ADOPTED NEC AND APPLICABLE CODES/STANDARDS.
- B. SHARED NEUTRALS ARE NOT ALLOWED FOR SINGLE PHASE BRANCH CIRCUITS.

KEYNOTES

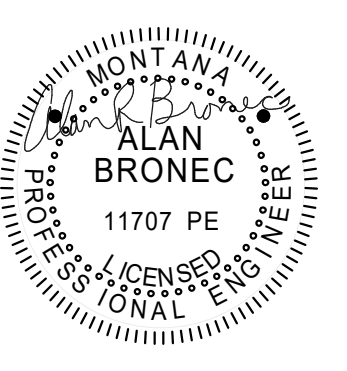
1. REPLACE EXISTING RECEPTACLE AND FACEPLATE WITH NEW, AND RECIRCUIT AS SHOWN.
2. NEW PANEL 2A. EXTEND/MODIFY EXISTING PANEL FEEDERS TO ACCOMMODATE NEW PANEL 2A.
3. SEE DETAIL 11E002 FOR T-STAT ROUGH IN DETAIL.
4. EDH-1 DUCT HEATER LOCATED ABOVE CEILING. COORDINATE EXACT LOCATION WITH MECHANICAL CONTRACTOR. VERIFY BREAKER SIZE WITH MECHANICAL CONTRACTOR PRIOR TO INSTALLATION.
5. SURFACE MOUNT DEVICE ON EXISTING WALL. PROVIDE WIREMOLD FOR CIRCUITING TO ADJACENT RECEPTACLE.
6. COORDINATE MICROWAVE RECEPTACLE WITH ARCHITECT PRIOR TO ROUGH-IN.



1 SECOND FLOOR - RENO POWER PLAN
E301 1/4" = 1'-0"



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SECOND FLOOR - RENO POWER PLAN

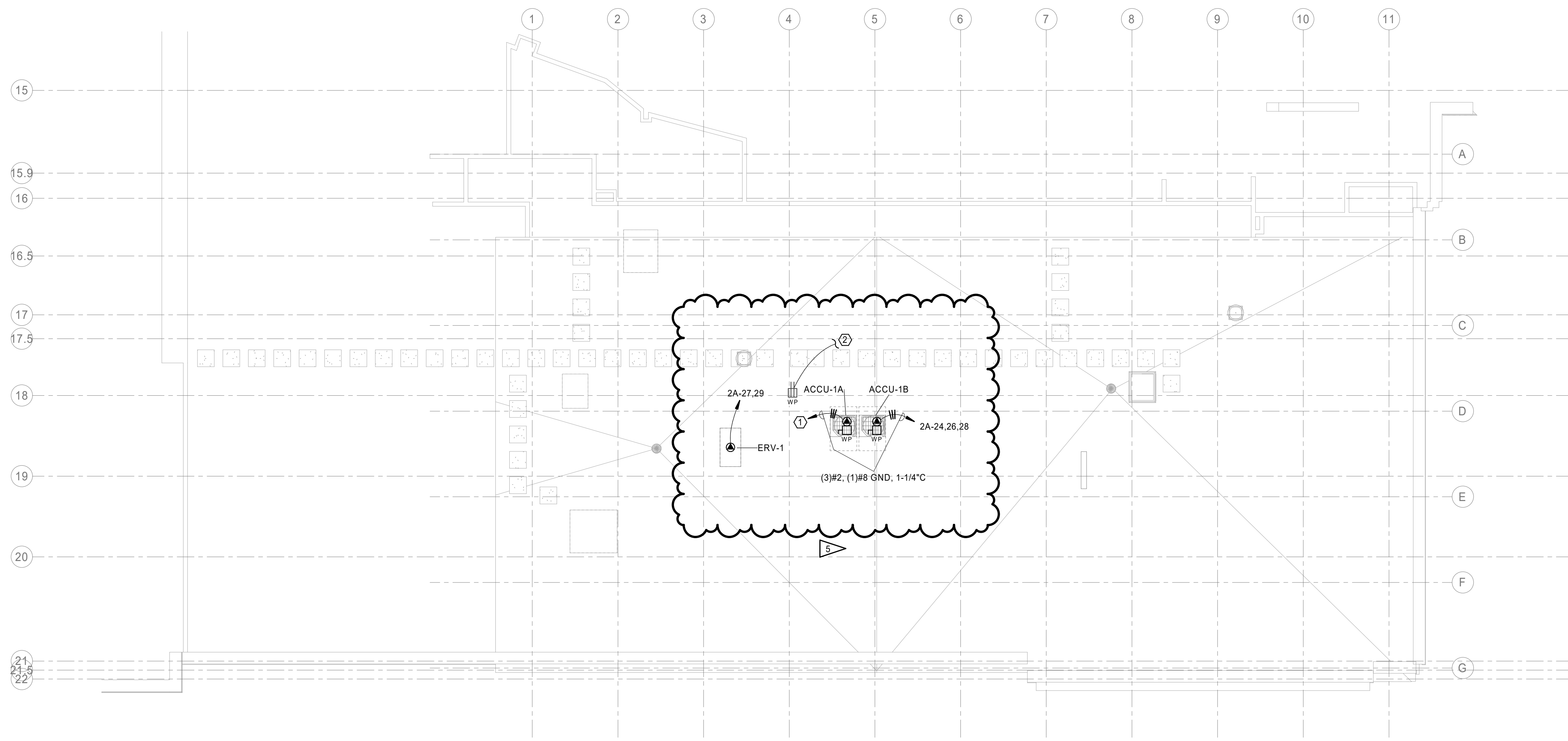
E301

GENERAL NOTES

- A. COMPLY WITH LATEST ADOPTED NEC AND APPLICABLE CODES/STANDARDS.
- B. SHARED NEUTRALS ARE NOT ALLOWED FOR SINGLE PHASE BRANCH CIRCUITS.

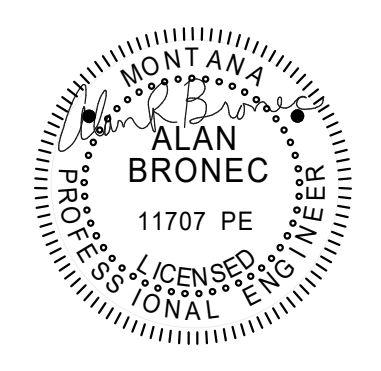
KEYNOTES

1. UTILIZE CIRCUIT IN PANEL 2F WHICH FED REMOVED CONDENSING UNIT. 100A BREAKER FORMERLY FEEDING CONDENSING UNIT SHALL BE REPLACED WITH NEW 100A/3P BREAKER FOR ACCU-1A.
2. CIRCUIT TO NEAREST CONVENIENCE RECEPTACLE CIRCUIT. CIRCUIT SHALL NOT EXCEED 16 AMPS.



1 ROOF
E302 1/8" = 1'-0"

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ROOF - RENO POWER PLAN

GENERAL NOTES

- A. DARK GRAY WALLS INDICATES EXISTING TO REMAIN.
- B. LIGHT GRAY ROOM AREAS INDICATE NOT PART OF SCOPE, EXISTING TO REMAIN.
- C. DASHED INDICATED TO BE REMOVED.
- D. SHADED AREA INDICATE EXISTING TO REMAIN.
- E. DASHED INDICATED TO BE REMOVED.
- F. DASHED INDICATED TO BE REMOVED.
- G. ELECTRICAL WIRING SHOULD BE LOCATED WITHIN AFFURRED OR FRAMED WALLS WHEREVER POSSIBLE. BUILDING AS NEEDED FOR HVAC DUCT INSTALL. UNO.
- H. TO COORDINATE REPLACEMENT OF GRID AND WALLS WITH THE LEGEND

SCALE: 1" = 1'-0"

GENERAL WALL TYPE NOTES:

- A. SEE INTERIOR ELEVATIONS (SHEET A801) AND FINISH SCHEDULE (SHEET A501) FOR WALL FINISHES.
- B. PROVIDE BLOCKING AS REQUIRED TO SECURE WALL HUNG COMPONENTS.
- C. EXTEND ALL COMPONENTS TO UNDERSIDE OF DECK, UNLESS NOTED OTHERWISE

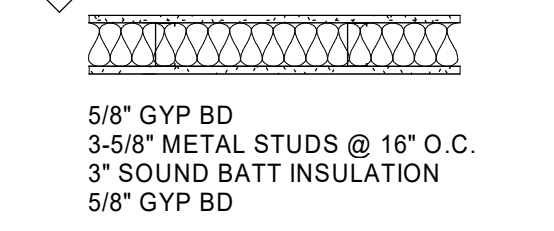
RENO NOTES

REQUIREMENTS TO ENSURE INSTALLATION OF INSULATION COMPLIES WITH LOCAL SEISMIC REQUIREMENTS.

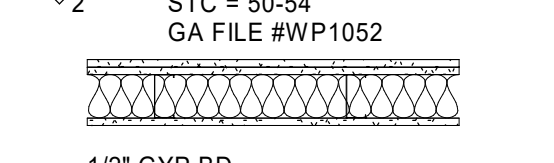
INTERIOR WALL TYPES

SCALE: 3/4" = 1'-0"

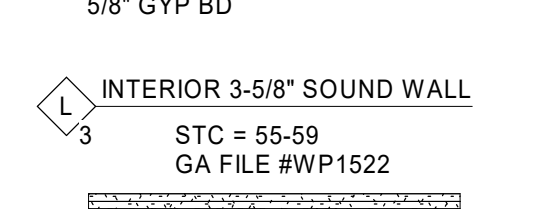
INTERIOR 3-5/8" NR SOUND WALL



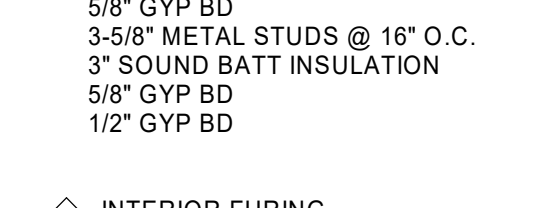
INTERIOR 3-5/8" WALL



INTERIOR 3-5/8" SOUND WALL

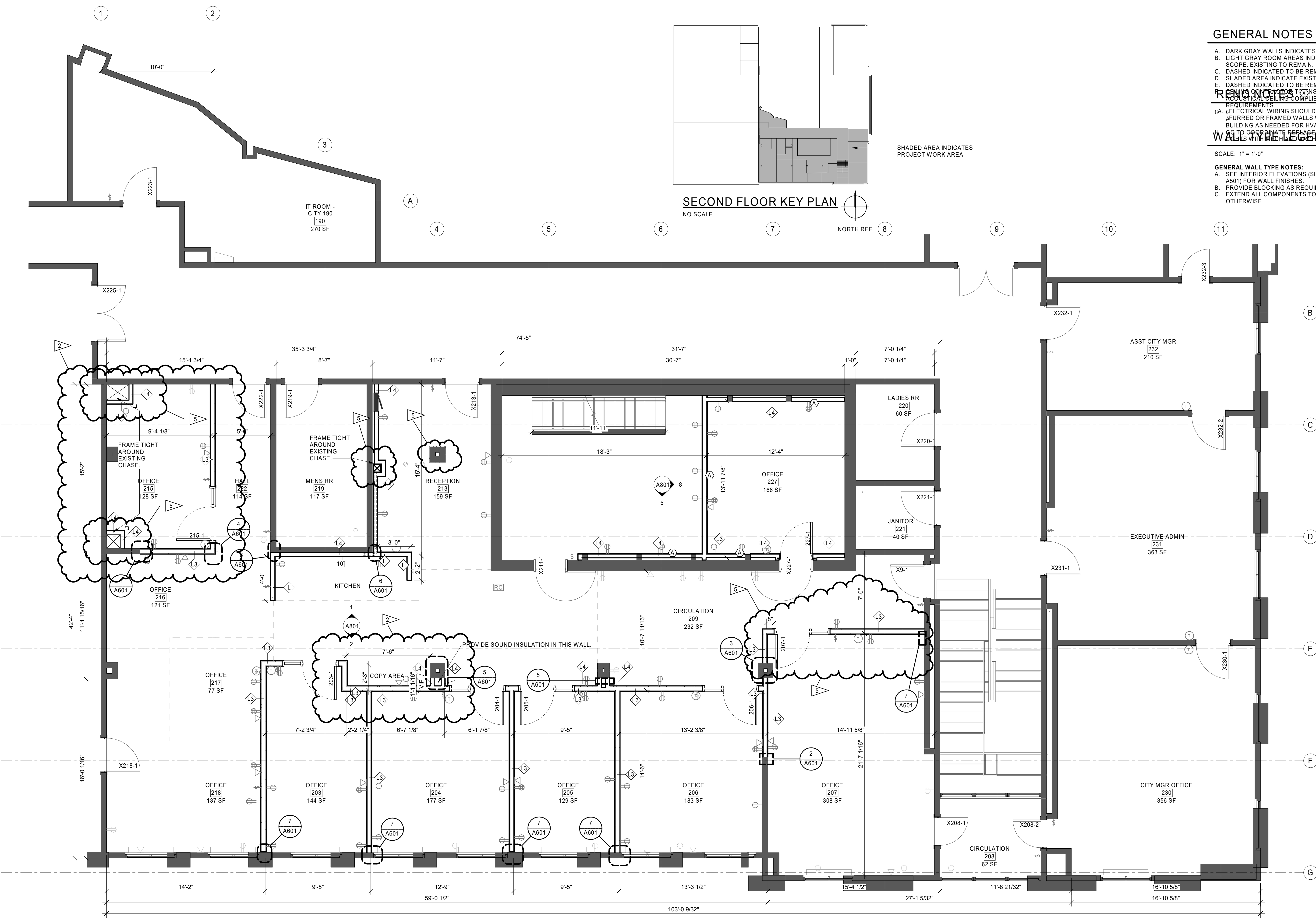


INTERIOR FURING

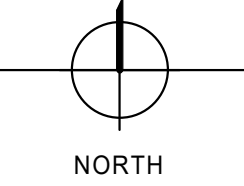
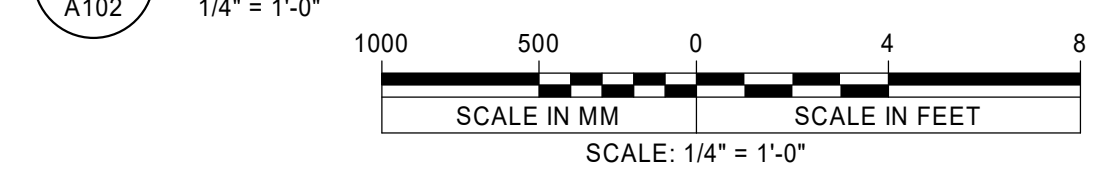


SECOND FLOOR KEY PLAN

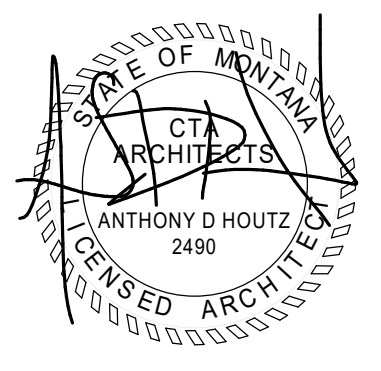
NO SCALE



1 SECOND FLOOR - RENO



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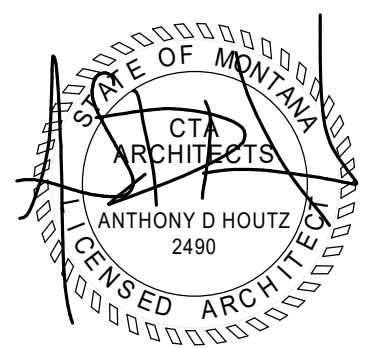
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SECOND FLOOR RENO

A102



DOOR, FRAME AND HARDWARE SCHEDULE

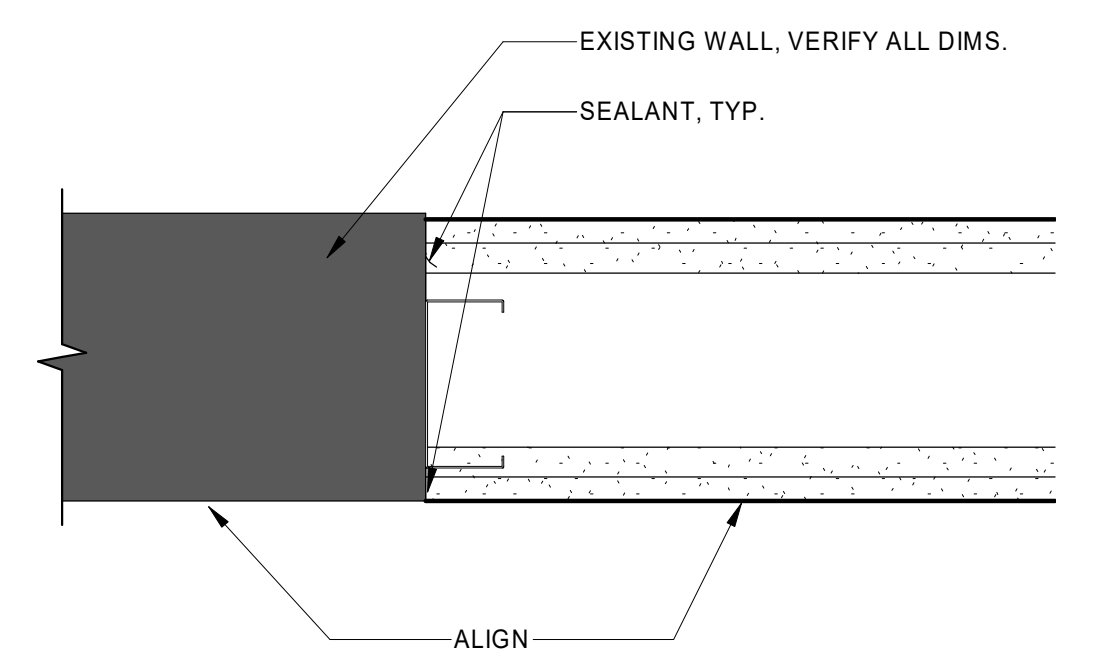
DOOR NUMBER	ROOM NUMBER	ROOM NAME	DOOR			MATERIAL	GLAZE	FRAME	HARDWARE	
			W	H	T				MATERIAL	GROUP
203-1	203	OFFICE	3'-0"	6'-8"	1 3/4"	SW	T	A	WOOD	1
204-1	204	OFFICE	3'-0"	6'-8"	1 3/4"	SW	T	A	WOOD	1
205-1	205	OFFICE	3'-0"	6'-8"	1 3/4"	SW	T	A	WOOD	1
206-1	206	OFFICE	3'-0"	6'-8"	1 3/4"	SW	T	A	WOOD	1
207-1	207	OFFICE	3'-0"	6'-8"	1 3/4"	SW	T	A	WOOD	1
215-1	215	OFFICE	3'-0"	6'-8"	1 3/4"	SW	T	A	WOOD	1
227-1	227	OFFICE	3'-0"	6'-8"	1 3/4"	SW	T	A	WOOD	1

DOOR HARDWARE ABBREVIATIONS

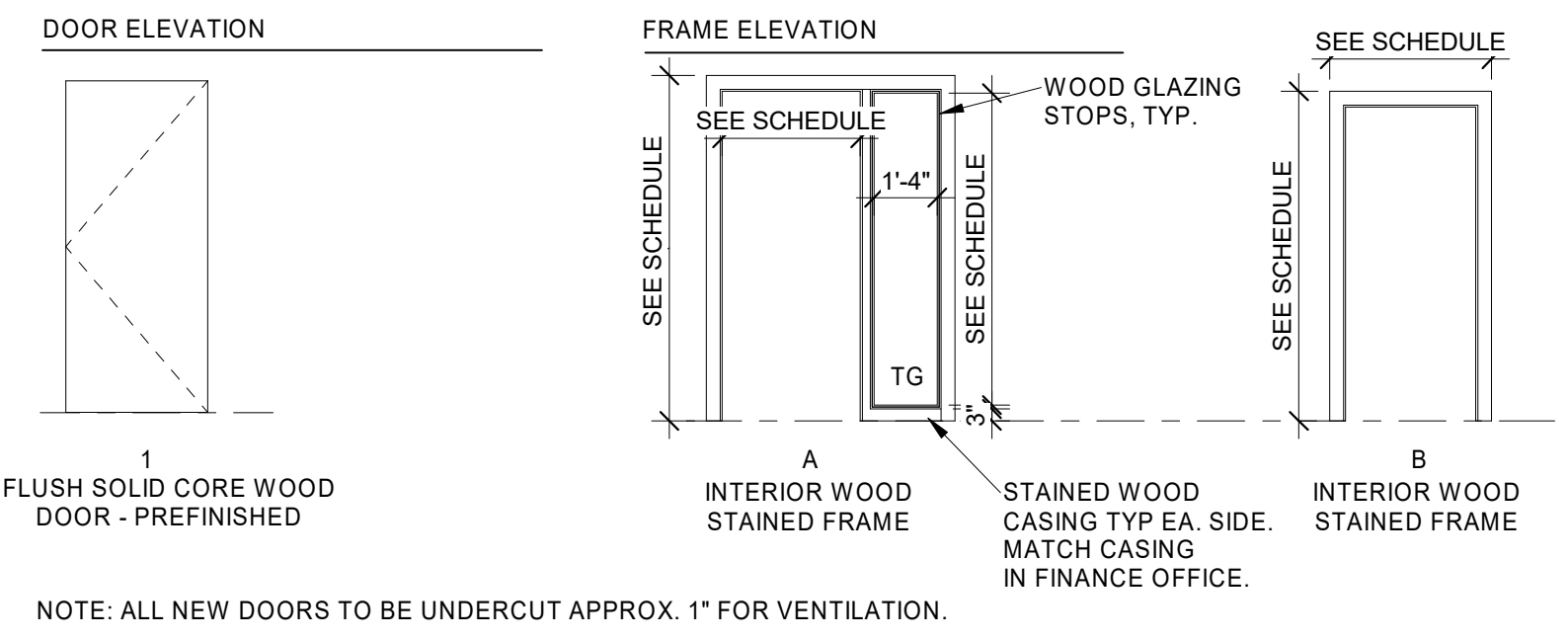
AL	ALUMINUM
HM	HOLLOW METAL
IN	1" INSULATED TEMPERED GLAZING
T	1/4" TEMPERED GLAZING
SW	SOLID WOOD
CLAD	ALUMINUM CLAD WOOD
WOOD	WOOD
(MK)	McKINNEY MFG.
(SC)	SCHLAGE LOCK CO.
(VO)	VON DUPRIN
(LC)	LCN CLOSERS
(TR)	TRIMCO MFG.
(PE)	PEMCO MFG.

DOOR HARDWARE GROUPS

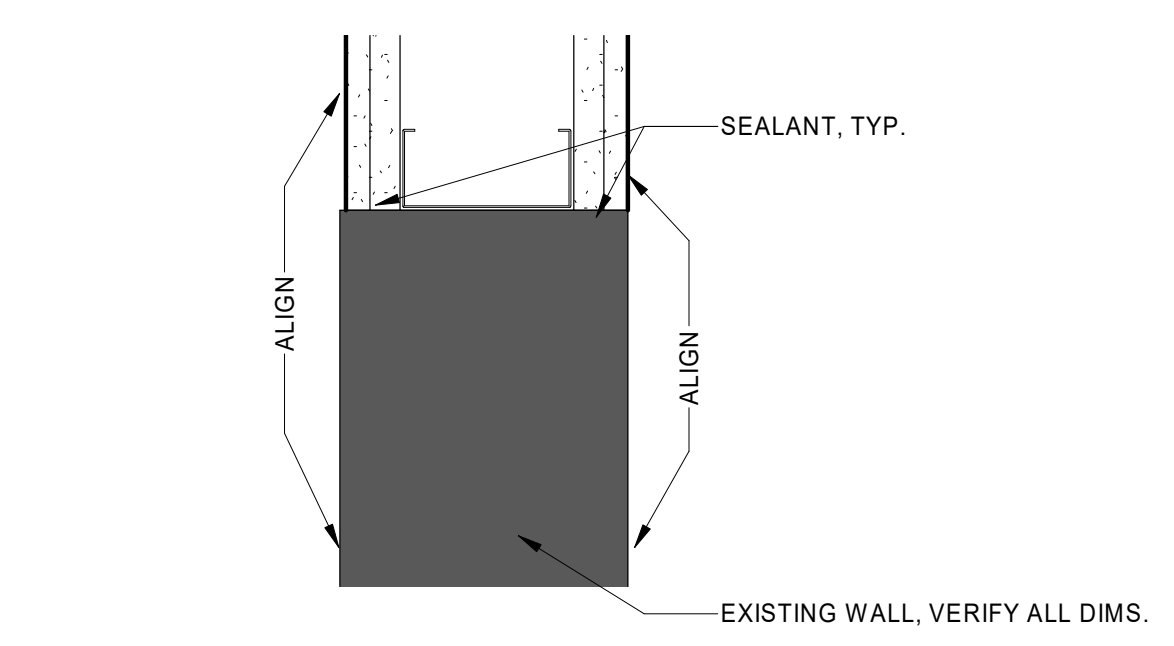
HARDWARE GROUP #1 - OFFICE			
3 EA	(MK)	FULL-MORTISE HINGES	TA2714
1 EA	(SC)	OFFICE LOCKSET & STRIKE	ND53-ATH (F109)
1 EA	(PE)	PERIMETER WEATHERSTRIPPING	S88D
1 EA	(TR)	WALL STOP	1270



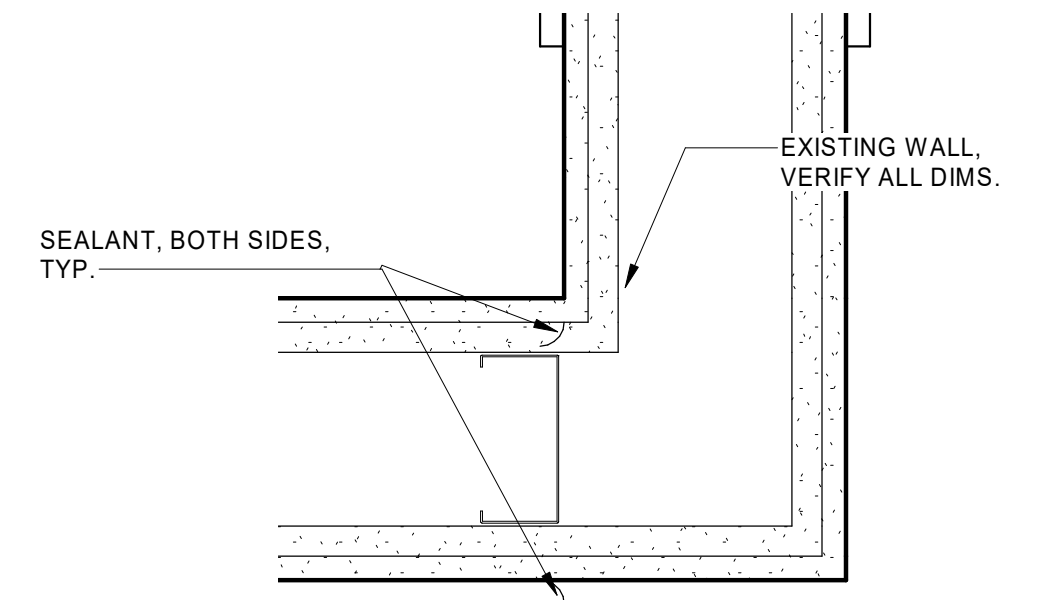
1 'L' WALL TYPE JOIN DETAIL
A601 3" = 1'-0"



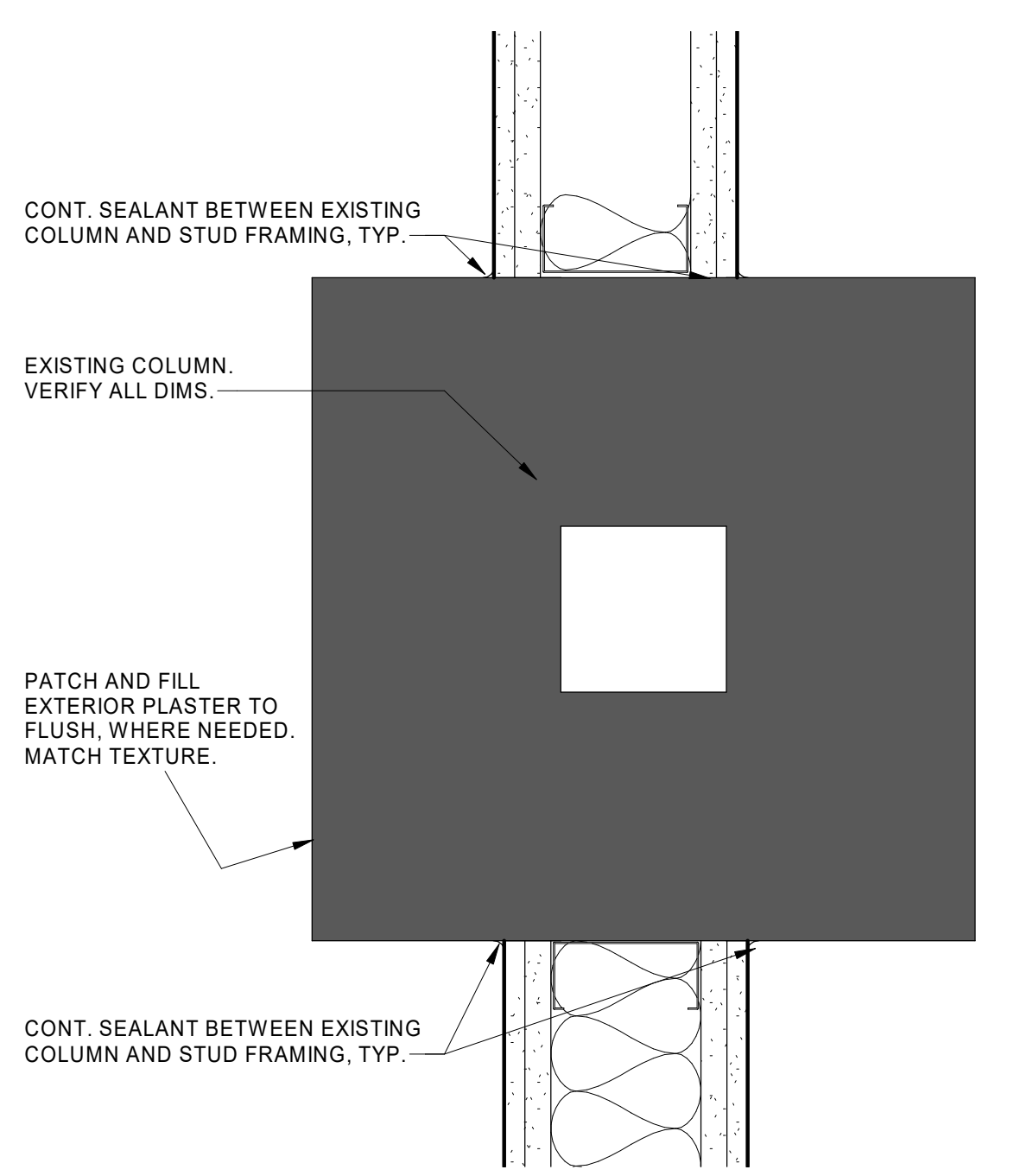
NOTE: ALL NEW DOORS TO BE UNDERCUT APPROX. 1" FOR VENTILATION.



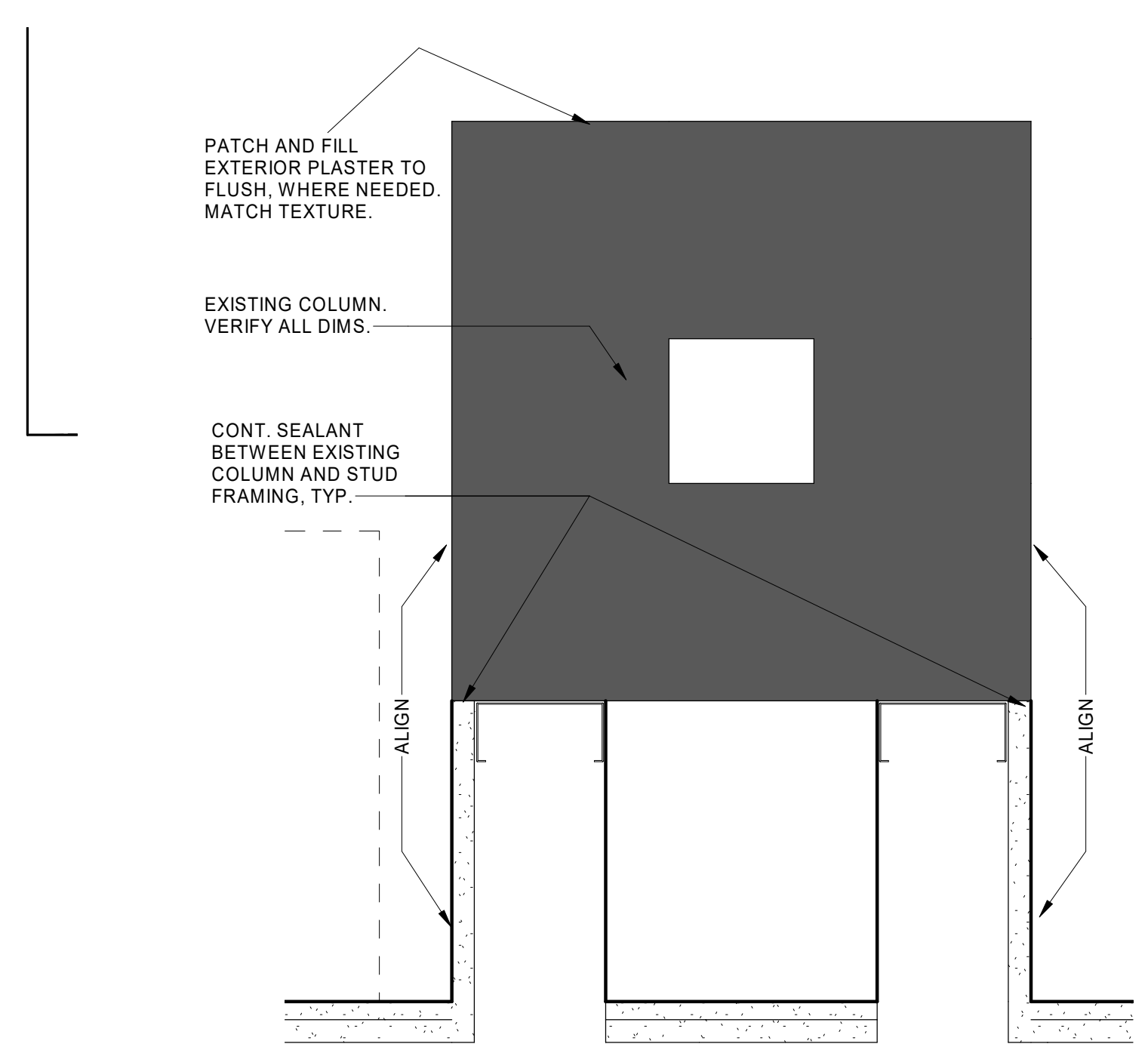
2 'L3' WALL TYPE JOIN ON WALL
A601 3" = 1'-0"



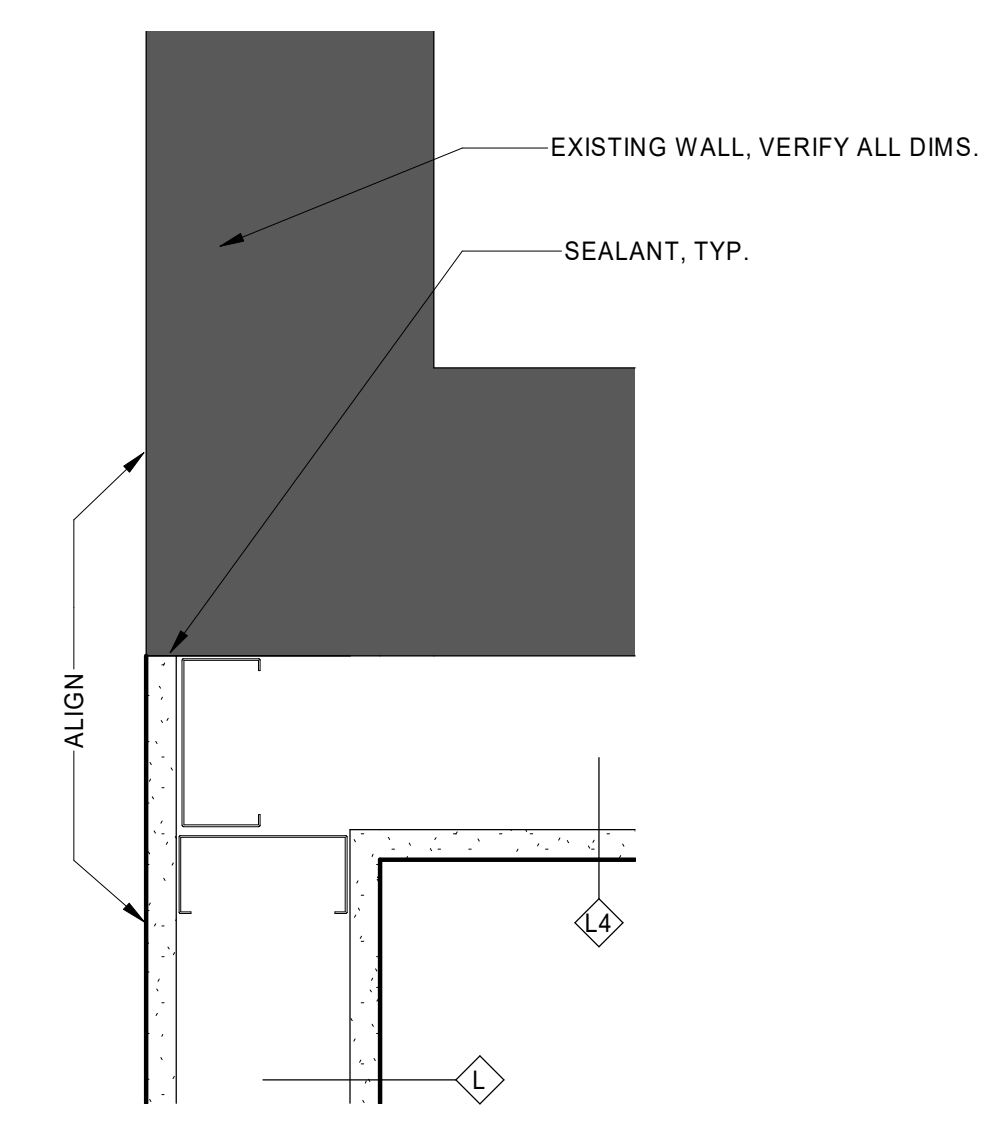
4 NEW WALL TYPE 'L' JOIN TO COLUMN
A601 3" = 1'-0"



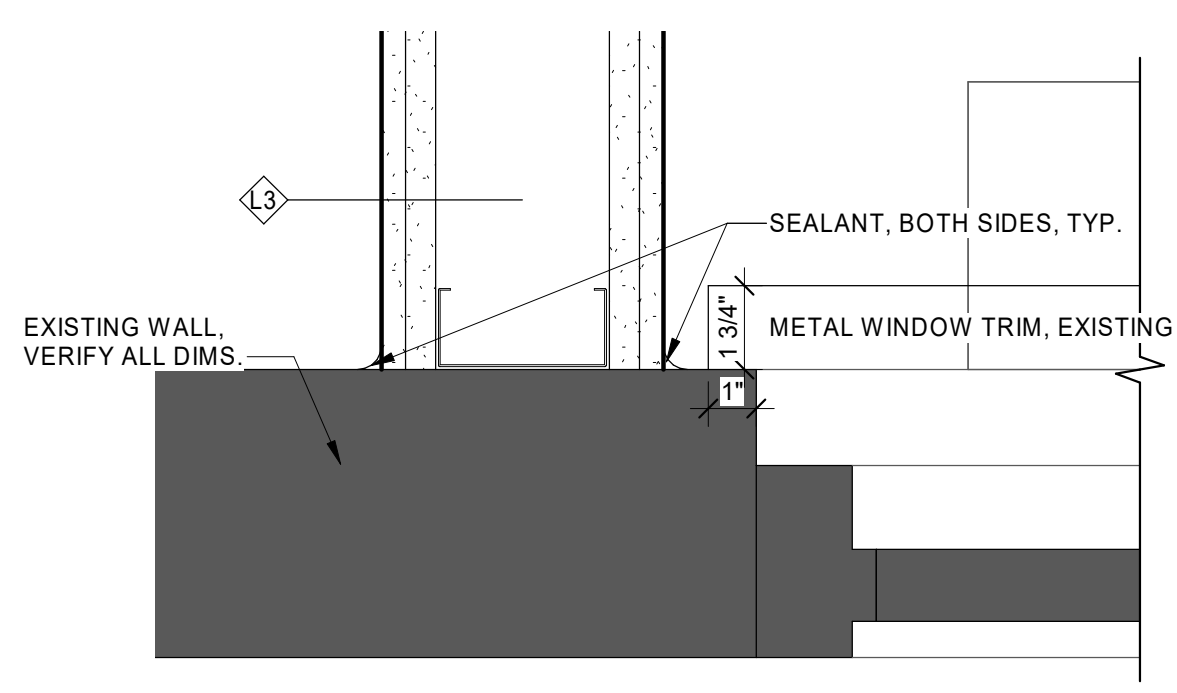
3 'L3' WALL TYPE JOIN ON COLUMN
A601 3" = 1'-0"



5 FURING WALL TYPE JOIN
A601 3" = 1'-0"



6 WALL TYPE 'L' AND 'L4' JOIN
A601 3" = 1'-0"



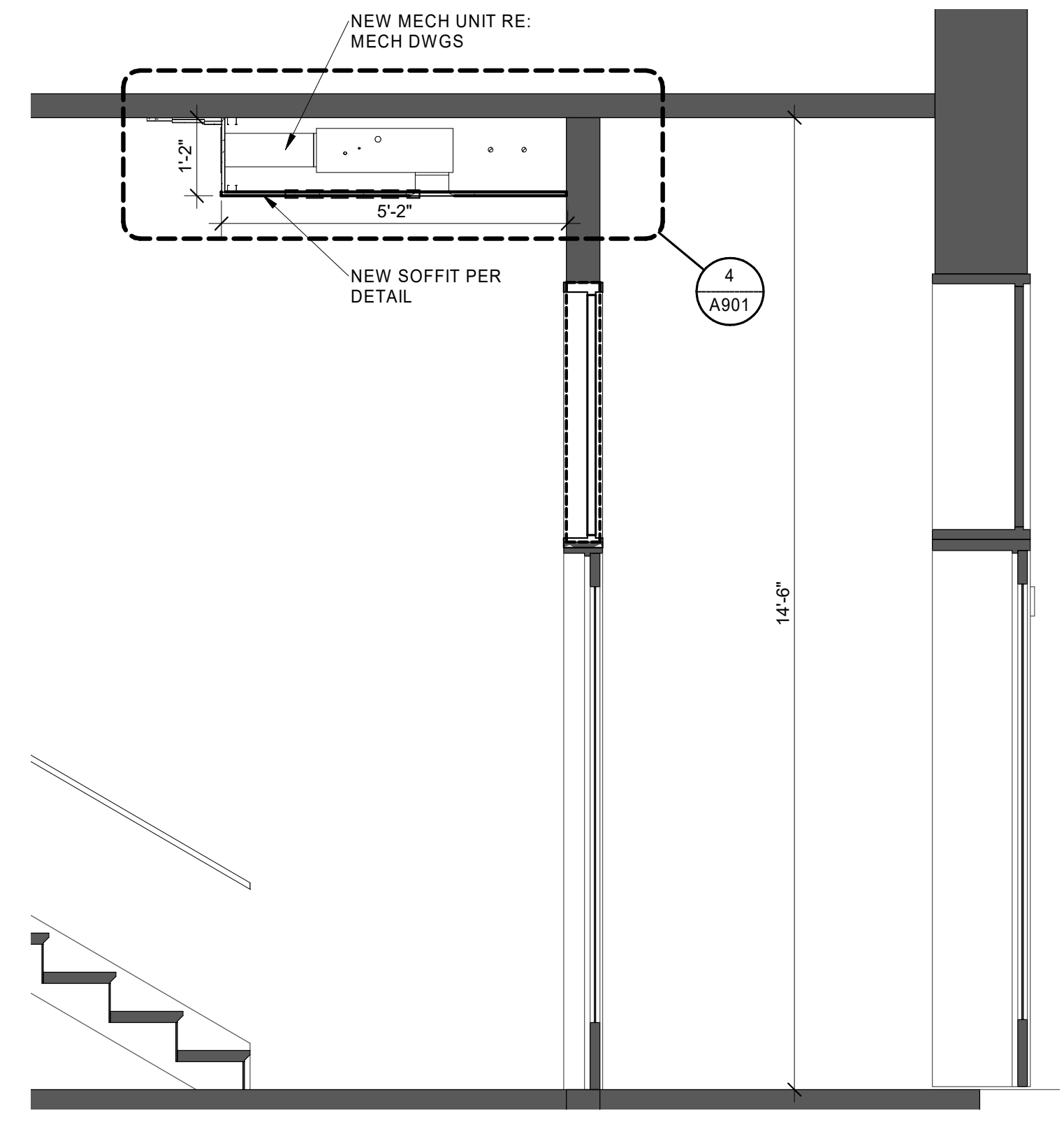
7 WINDOW TRIM JOIN DETAIL, TYP.
A601 3" = 1'-0"

GENERAL NOTES

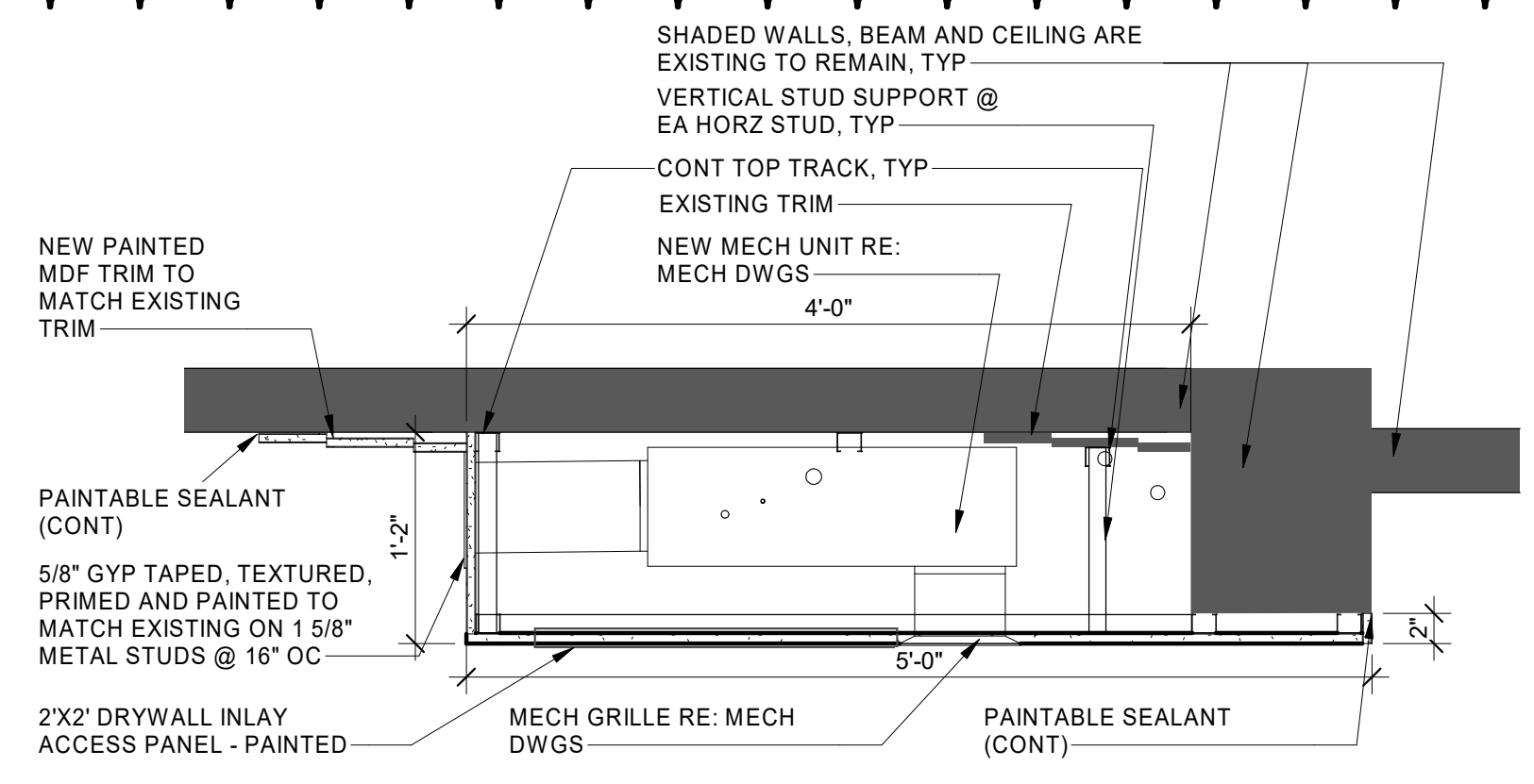
- A. DARK GRAY WALLS INDICATES EXISTING TO REMAIN.
- B. LIGHT GRAY ROOM AREAS INDICATE NOT PART OF SCOPE. EXISTING TO REMAIN.
- C. DASHED INDICATED TO BE REMOVED.
- D. SHADED AREA INDICATE EXISTING TO REMAIN.
- E. DASHED INDICATED TO BE REMOVED.
- F. CEILING CONTRACTOR TO ENSURE INSTALLATION OF ACOUSTICAL CEILING COMPLIES WITH LOCAL SEISMIC REQUIREMENTS.
- G. GC TO COORDINATE WITH MECHANICAL ON ACOUSTICAL TILE GRID REMOVAL THROUGHOUT BUILDING AS NEEDED FOR HVAC DUCT INSTALL, UNO.
- H. GC TO COORDINATE REPLACEMENT OF GRID AND LIGHTS WITH MECH AND ARCH.

DEMO NOTES

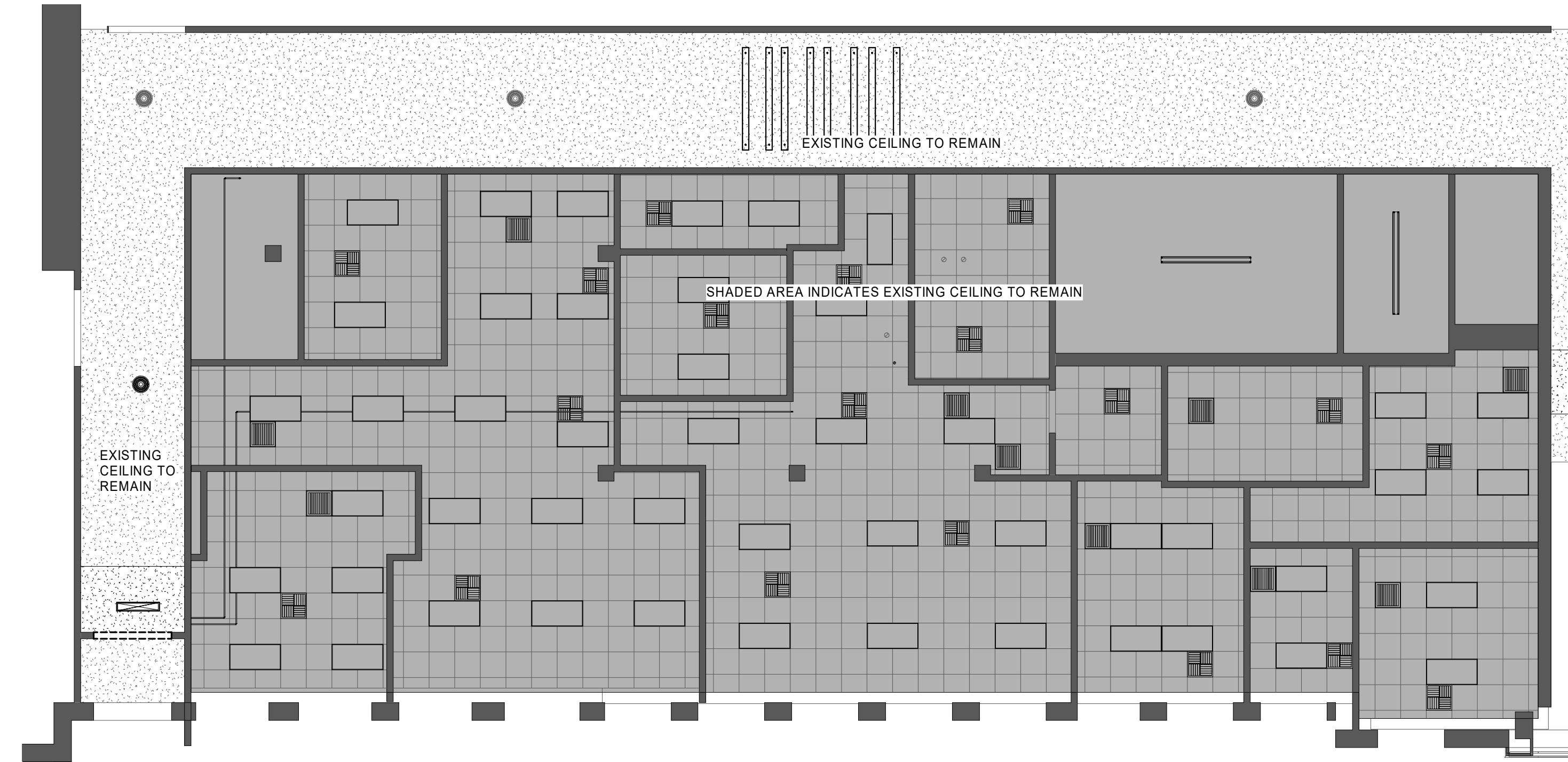
- 1. REMOVE ACT CEILING GRID. PREP AREA FOR REINSTALL.



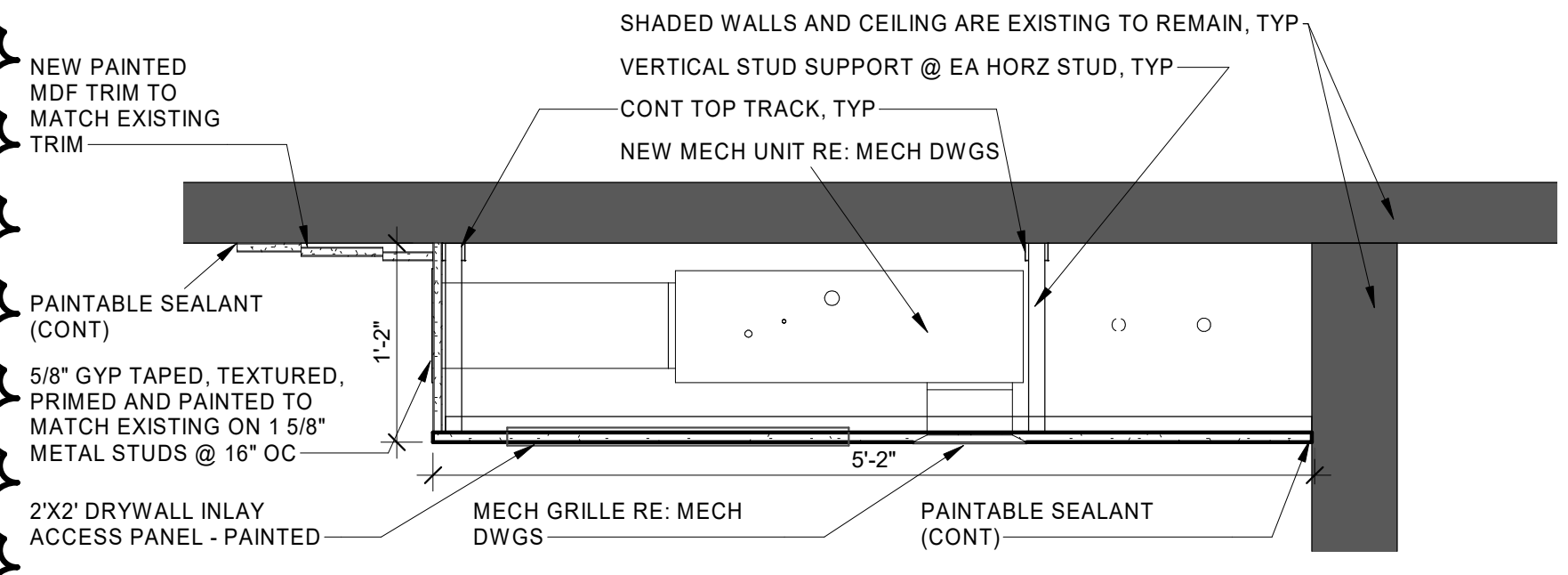
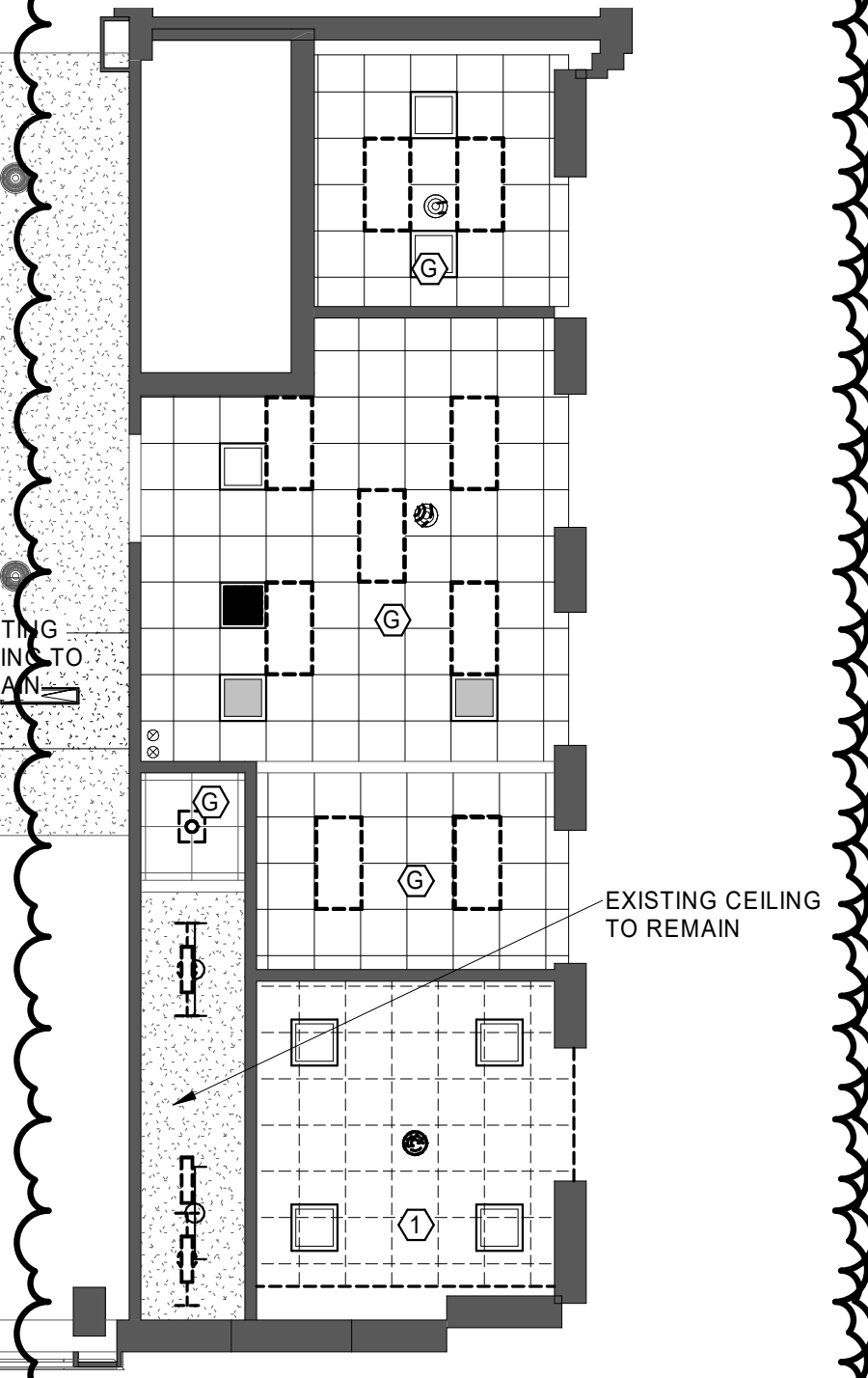
3 SOFFIT WEST SECTION
A901 1/2" = 1'-0"



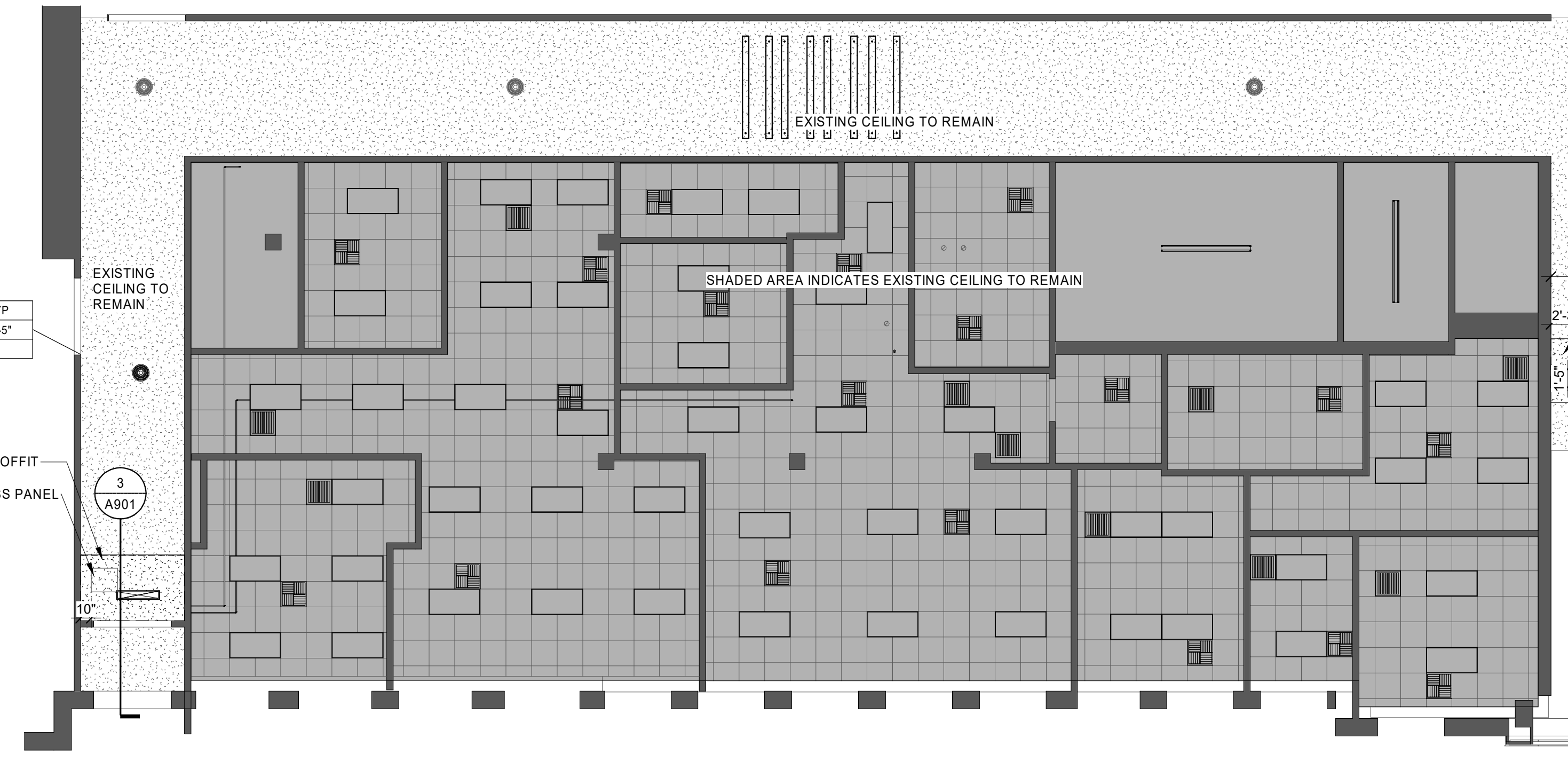
6 SOFFIT EAST SECTION DETAIL
A901 1" = 1'-0"



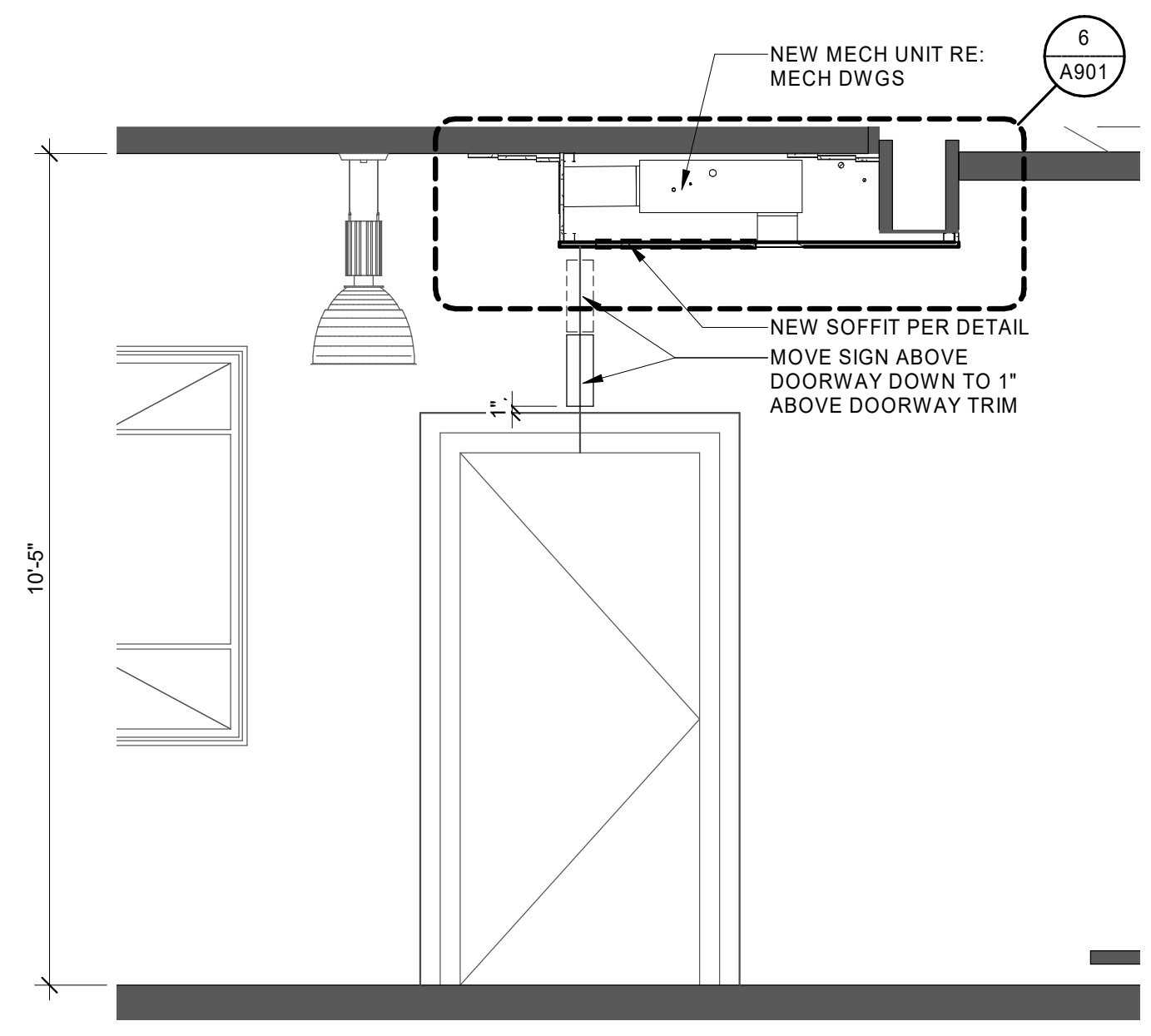
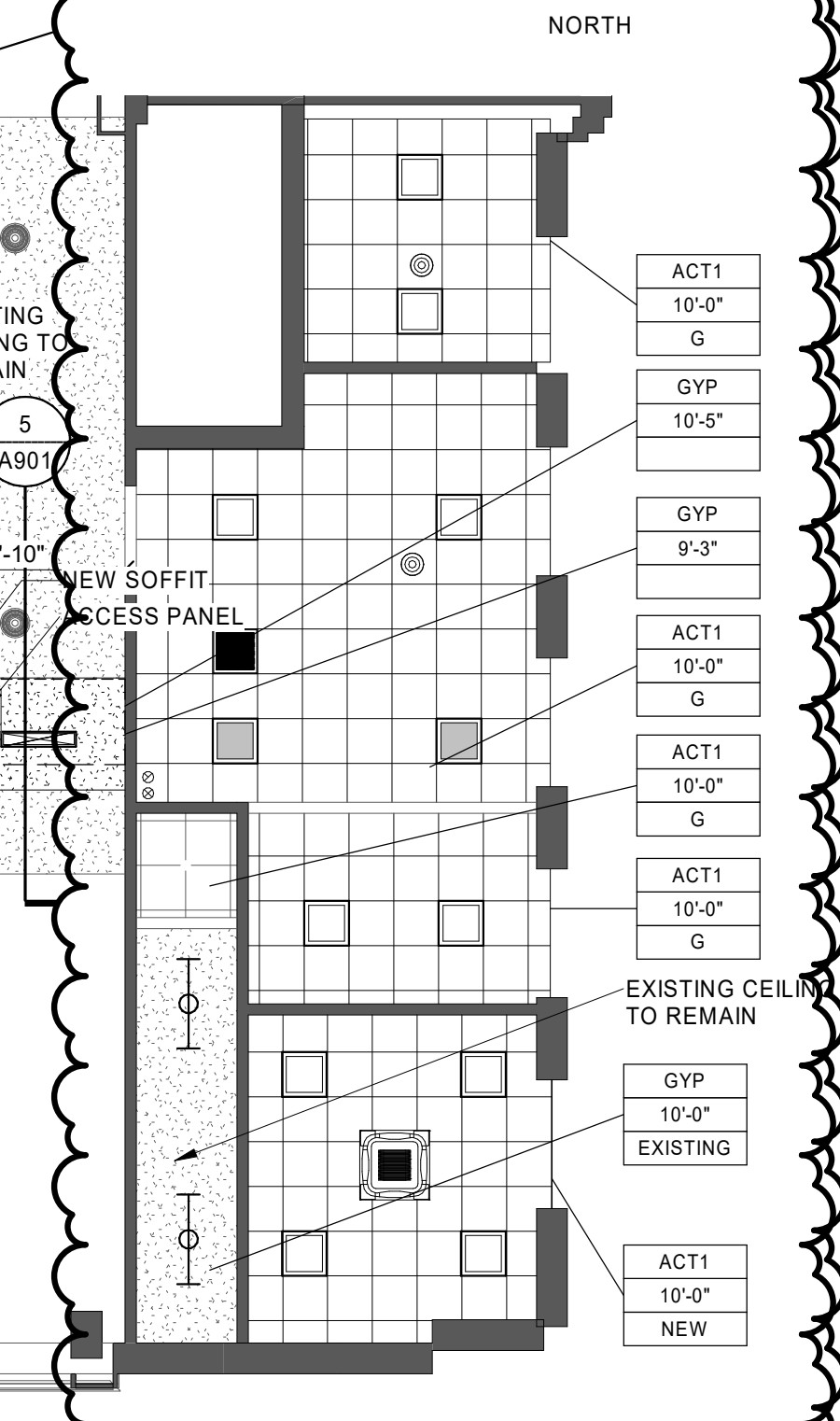
1 1ST FLOOR RCP DEMO
A901 1/8" = 1'-0"
SCALE IN MM: 1000 500 0 8 16
SCALE IN FEET
SCALE: 1/8" = 1'-0"



4 SOFFIT WEST SECTION DETAIL
A901 1" = 1'-0"

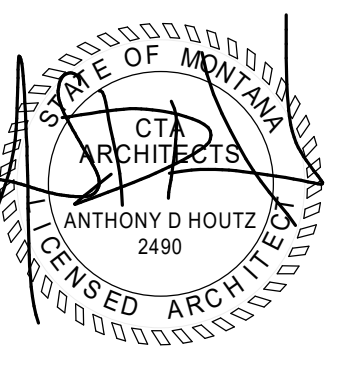


2 1ST FLOOR RCP NEW
A901 1/8" = 1'-0"
SCALE IN MM: 1000 500 0 8 16
SCALE IN FEET
SCALE: 1/8" = 1'-0"



5 SOFFIT EAST SECTION
A901 1/2" = 1'-0"

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REVISIONS
4 10.5.2022 PR-03
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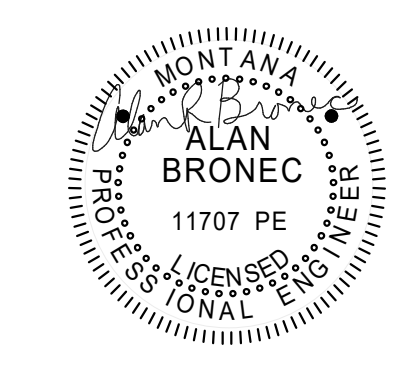
1ST FLOOR REFLECTED CEILING PLAN

PANEL: 2A LOCATION: RECEPTION 213 AMPS: 225 A TYPE OF MAIN: MLO MOUNTING TYPE: RECESSED VOLTAGE: 120/208 Wye MINIMUM AIC RATING: 10K MANUFACTURER: SEE SPECIFICATIONS PHASES: 3 FED FROM: ENCL: NEMA 1 MODEL TYPE: PANELBOARD WIRES: 4 ENCL: NEMA 1 NOTES: LOAD NAME, CKT NO, BKR AMP, POLE, A, B, C, POLE, BKR AMP, CKT NO, LOAD NAME

LIGHTING FIXTURE SCHEDULE NOTES: 1) CUSHING TERRELL WILL PURSUE ALL NWE LIGHTING REBATES. CONTACT ALAN ANSETH, CUSHING TERRELL, 406-248-7455 2) PRIOR APPROVALS AND SHOP DRAWINGS SHALL BE SENT TO LANCE JONES, CUSHING TERRELL, 406 248-7455 3) TYPE, DESCRIPTION, MANUFACTURER, FIXTURE CATALOG NUMBER, LOCATION, MOUNTING TYPE, HEIGHT, VOLTAGE, VA, LIGHT SOURCE, LAMP TYPE, NOTES

LIGHTING CONTROL SCHEDULE TYPE, MANUFACTURER, DESCRIPTION \$0S, WATTSTOPPER DW-100, WALL MOUNTED DUAL TECHNOLOGY, WALL SWITCH OCCUPANCY SENSOR SET OFF DELAY TO 30 MINUTES AND SENSITIVITY TO MAX. SET FOR MANUAL ON \$0S2, WATTSTOPPER DW-311, WALL MOUNTED DUAL TECHNOLOGY, 0-10V DIMMING WALL SWITCH OCCUPANCY SENSOR WITH 400 SF COVERAGE. SET OFF DELAY TO 30 MINUTES AND SENSITIVITY TO MAX. SET FOR MANUAL ON SLV, WATTSTOPPER LMDC-SERIES, LOW VOLTAGE DIGITAL WALL SWITCH SWITCHES WITH SUBSCRIPT SHALL BE OF QUANTITY AS NOTED ON PLANS. SWITCHES SHALL BE DIMMING CAPABLE OS, WATTSTOPPER LMDC-100, DIGITAL CEILING MOUNTED DUAL TECHNOLOGY OCCUPANCY SENSOR CONNECT TO ROOM CONTROLLER. SET OFF DELAY TO 30 MINUTES AND SENSITIVITY TO MAX. RC1, WATTSTOPPER LMRC-111, DIGITAL SINGLE RELAY ROOM CONTROLLER DIMMING CAPABILITY WATTSTOPPER LMCT-100, EC TO PROVIDE (1) DIGITAL WIRELESS CONFIGURATION TOOL FOR REMOTE PROGRAMMING OF DIGITAL LIGHTING CONTROLS (NOT SHOWN ON PLANS) NOTES: 1) CONTRACTORS WORK TO INCLUDE ALL LABOR, MATERIALS, AND EQUIPMENT REQUIRED FOR A COMPLETE AND OPERATIONAL SYSTEM. 2) SUBMIT SHOP DRAWINGS FOR ALL SENSORS, ROOM CONTROLLERS AND LOW VOLTAGE SWITCHES. 3) FIELD VERIFY EXACT LOCATION OF EACH SENSOR. LOCATE PER MANUFACTURERS RECOMMENDATION. CEILING SENSORS SHALL BE INSTALLED A MINIMUM OF 5FT FROM ANY HVAC SUPPLY OR RETURN AIR DIFFUSER. 4) ALL CONTROLS SHALL BE FULLY ADJUSTED AND COMMISSIONED AS RECOMMENDED BY THE MANUFACTURER.

CONTROL EQUIPMENT SCHEDULE NOTES: 1) ALL COMB FVNR STARTERS SHALL HAVE HOA AND (2) N/O AUX CONTACTS. 2) SIZE FUSES PER MANUFACTURERS RECOMMENDATIONS IF OTHER THAN SPECIFIED. 3) SCHEDULE ABBREVIATIONS: NF = NON-FUSIBLE F = FUSIBLE (60A/2P = 60 AMP, 2 POLE FUSIBLE) COMB FVNR = COMBINATION FULL LOAD NON-REVERSING... EC = ELECTRICAL CONTRACTOR TC = TEMPERATURE CONTROL CONTRACTOR CB = ENCLOSED CIRCUIT BREAKER UNIT, VOLTAGE, PHASE, MCA, KVA, HP, STARTER (DESCRIPTION, NEMA SIZE, ENCLOSURE, INTERLOCK, MOCP), DISCONNECT (DESCRIPTION, NEMA ENCLOSURE, MOCP), CONTROL DEVICES, INSTALLED BY, FURNISHED BY, NOTES



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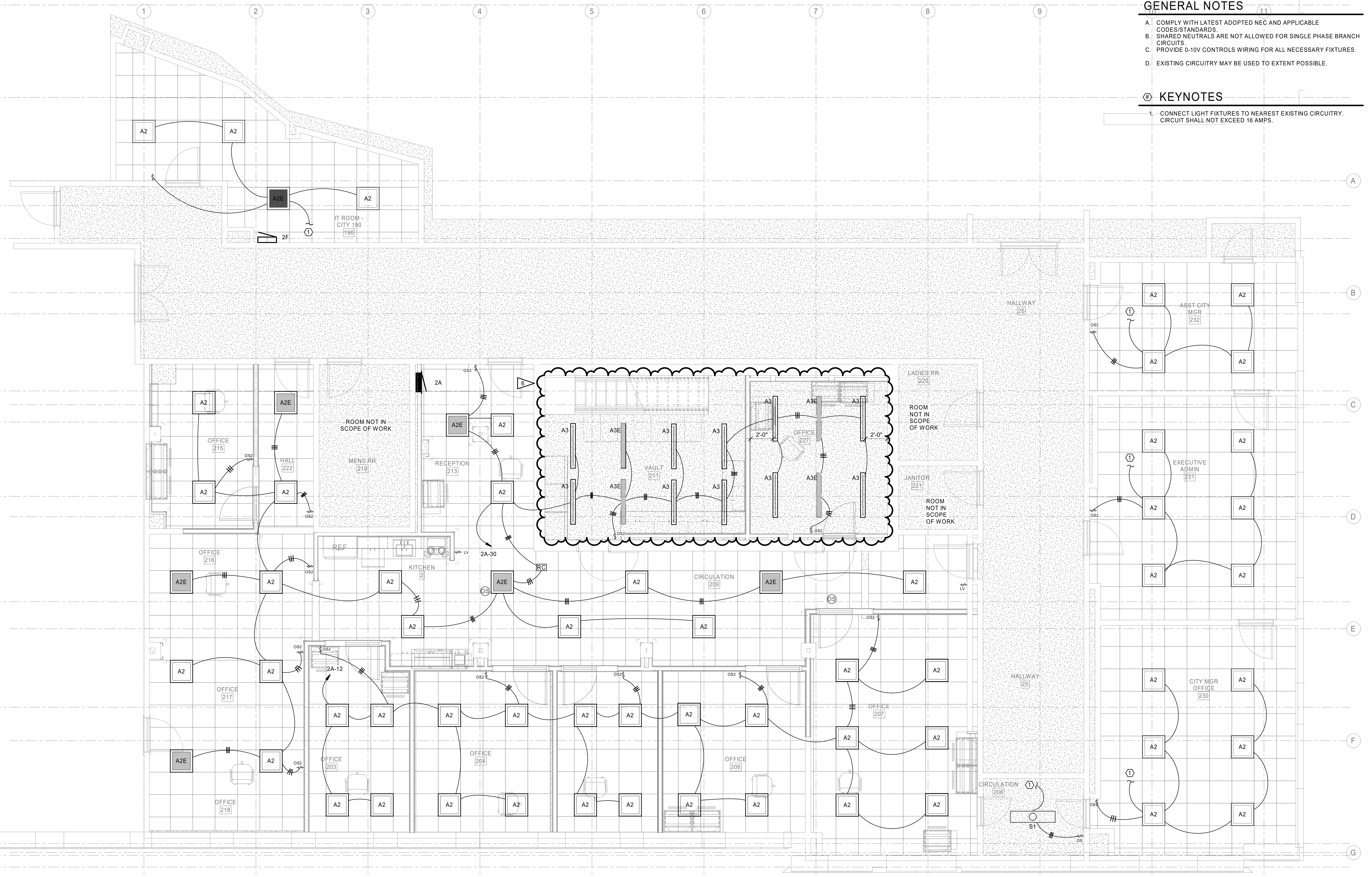
12.20.2021 PROJECT# | CITYGFCC_HR DESIGNED BY | Designer DRAWN BY | Author REVISIONS 4 10.05.2022 PR-03 5 11.17.2022 PR-04 6 12.09.2022 PR-05

GENERAL NOTES

- A. COMPLY WITH LATEST ADOPTED NEC AND APPLICABLE CODES/STANDARDS.
- B. SHARED NEUTRALS ARE NOT ALLOWED FOR SINGLE PHASE BRANCH CIRCUITS.
- C. PROVIDE 0-10V CONTROLS WIRING FOR ALL NECESSARY FIXTURES.
- D. EXISTING CIRCUITRY MAY BE USED TO EXTENT POSSIBLE.

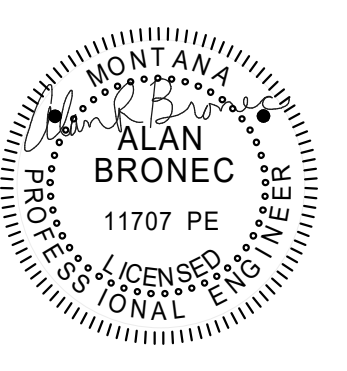
KEYNOTES

- 1. CONNECT LIGHT FIXTURES TO NEAREST EXISTING CIRCUITRY. CIRCUIT SHALL NOT EXCEED 16 AMPS.



1 SECOND FLOOR - RENO LIGHTING PLAN
E201 1/4" = 1'-0"

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| 1 | 06.10.2022 | ADD 01 |
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| 5 | 11.17.2022 | PR-04 |
| 6 | 12.09.2022 | PR-05 |

SECOND FLOOR - RENO LIGHTING PLAN

E201

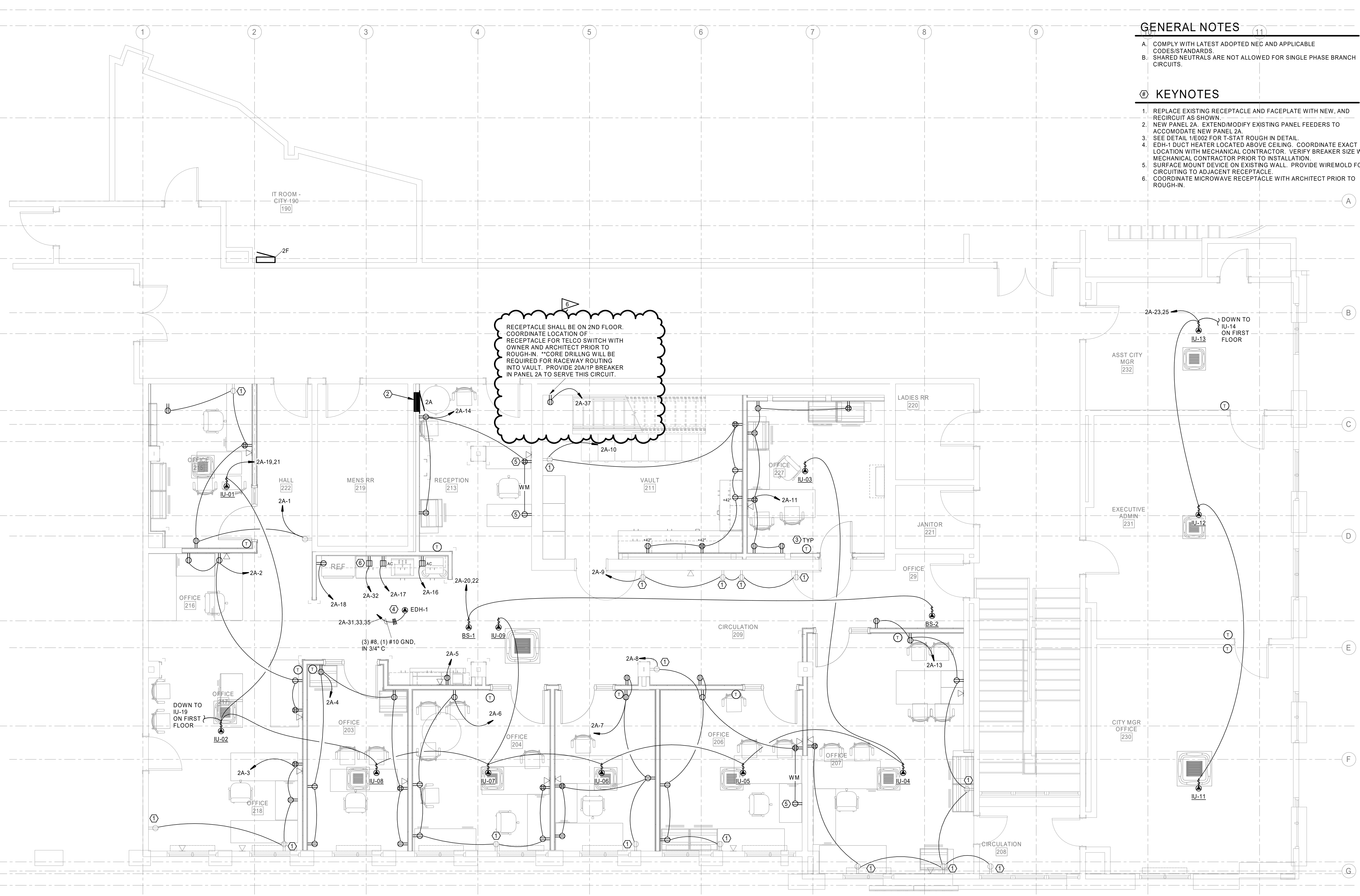
GENERAL NOTES

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- B. SHARED NEUTRALS ARE NOT ALLOWED FOR SINGLE PHASE BRANCH CIRCUITS.

KEYNOTES

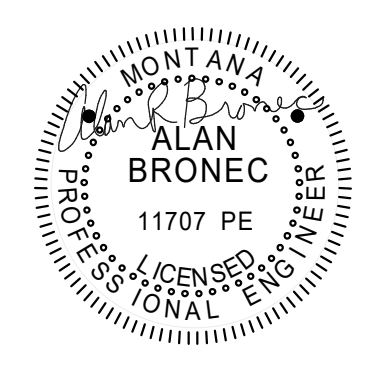
1. REPLACE EXISTING RECEPTACLE AND FACEPLATE WITH NEW, AND RECIRCUIT AS SHOWN.
2. NEW PANEL 2A. EXTEND/MODIFY EXISTING PANEL FEEDERS TO ACCOMMODATE NEW PANEL 2A.
3. SEE DETAIL 11E002 FOR T-STAT ROUGH IN DETAIL.
4. EDH-1 DUCT HEATER LOCATED ABOVE CEILING. COORDINATE EXACT LOCATION WITH MECHANICAL CONTRACTOR. VERIFY BREAKER SIZE WITH MECHANICAL CONTRACTOR PRIOR TO INSTALLATION.
5. SURFACE MOUNT DEVICE ON EXISTING WALL. PROVIDE WIREMOLD FOR CIRCUITING TO ADJACENT RECEPTACLE.
6. COORDINATE MICROWAVE RECEPTACLE WITH ARCHITECT PRIOR TO ROUGH-IN.

RECEPTACLE SHALL BE ON 2ND FLOOR. COORDINATE LOCATION OF RECEPTACLE FOR TELCO SWITCH WITH OWNER AND ARCHITECT PRIOR TO ROUGH-IN. **CORE DRILLING WILL BE REQUIRED FOR RACEWAY ROUTING INTO VAULT. PROVIDE 20A/1P BREAKER IN PANEL 2A TO SERVE THIS CIRCUIT.



1 SECOND FLOOR - RENO POWER PLAN
E301 1/4" = 1'-0"

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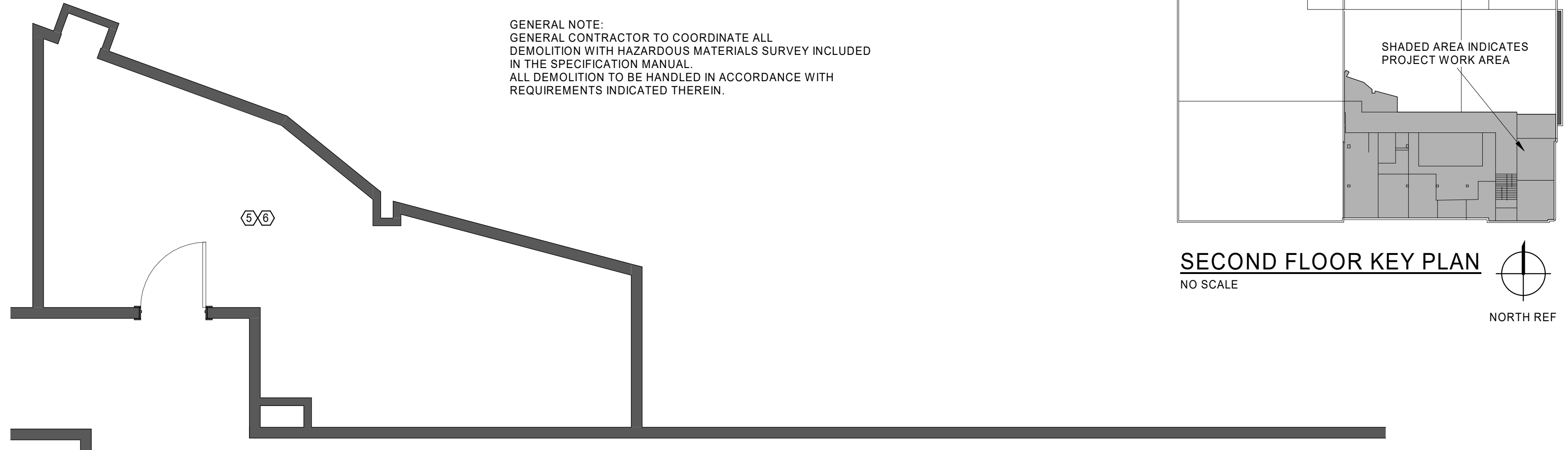
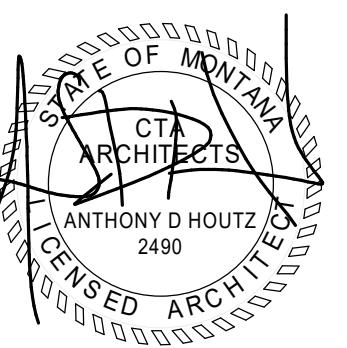


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SECOND FLOOR - RENO POWER PLAN



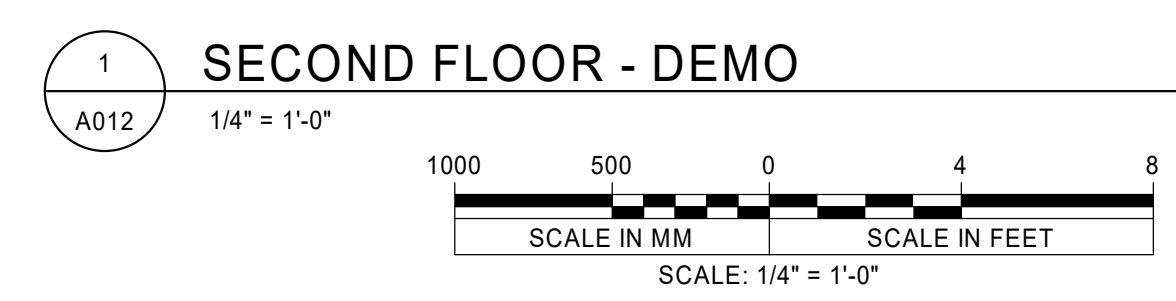
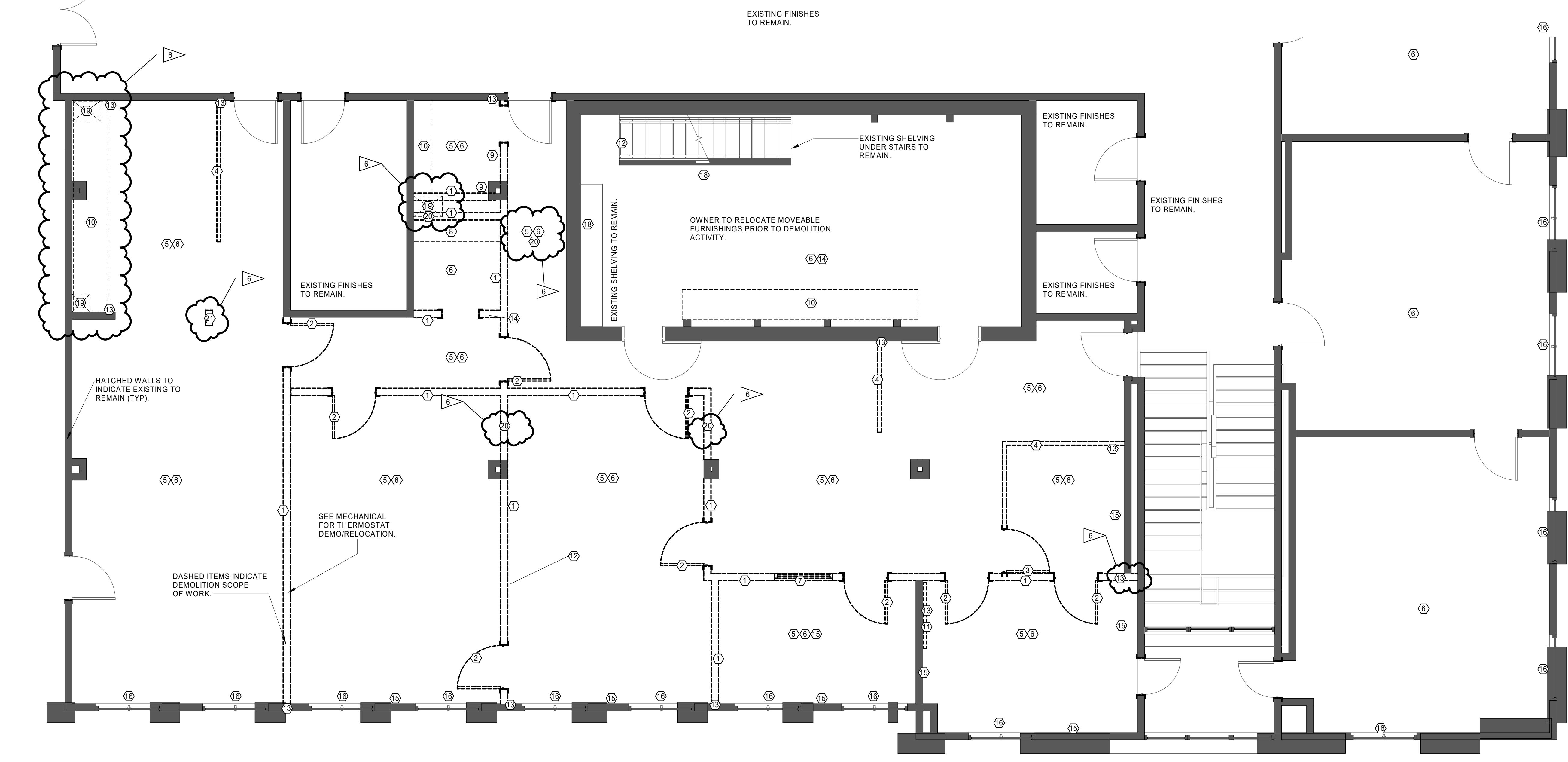
KEYNOTES

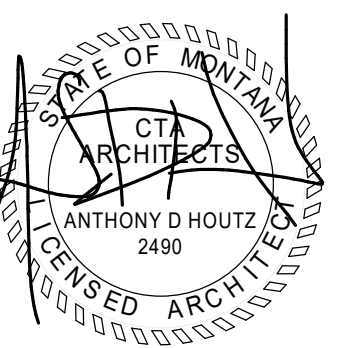
- 1 REMOVE STUD WALL AND PLASTER WALL FINISH.
- 2 REMOVE DOOR AND FRAME ASSEMBLY COMPLETE. SALVAGE DOOR AT OWNERS DIRECTION.
- 3 REMOVE AND SCRAP DOOR TO MODULAR ROOM.
- 4 REMOVE AND SCRAP TEMPORARY PARTITION WALLS.
- 5 REMOVE AND SCRAP FLOORING AND BASE. PREP SUBFLOOR FOR NEW FLOORING.
- 6 REMOVE AND SCRAP ACOUSTICAL CEILING TILES AND FIXTURES. PREP FOR NEW ACT AND FIXTURES.
- 7 REMOVE AND SCRAP INTERIOR WINDOW AND FRAME.
- 8 REMOVE AND SCRAP SINK AND CABINETS, COMPLETE. PREP PIPES FOR NEW SINK PER PLUMBING DWGS.
- 9 RELOCATE ELECTRICAL PANEL PER ELECTRICAL DRAWINGS.
- 10 REMOVE AND SCRAP BUILT IN STORAGE, COMPLETE.
- 11 REMOVE TELEPHONE PANEL AND DOOR CLOSET, COMPLETE.
- 12 REMOVE STAIR FINISH. PREP STAIR TREADS AND RISERS FOR NEW PAINT.
- 13 PATCH WALL. MATCH DEPTH AND TEXTURE OF EXISTING PLASTER, TYP.
- 14 FILL AND LEVEL ANY HOLES IN FLOORING IN PREP FOR NEW FLOORING, TYP.
- 15 REMOVE WALLPAPER. PATCH WALL TO MATCH EXISTING PLASTER TO LEVEL AND MATCH TEXTURE. PREP FOR PAINT.
- 16 REMOVE EXISTING WINDOW BLINDS AT ALL WINDOWS TO RECEIVE NEW BLINDS. COORD W/ RENO DWGS.
- 18 CONTRACTOR TO COVER FILES AND FILE CABINETS IF NOT MOVEABLE FROM CONSTRUCTION DEBRIS AND DUST.
- 19 EXISTING CHASE. DEMO TO HORIZONTAL. COORDINATE WITH MECH AND RENO DWGS
- 20 PREP SUBFLOOR FOR NEW FLOORING.
- 21 DEMO WIRE CHASE. COORD DATA WIRING W/ ELEC AND ARCH.

PLAN LEGEND

- ASSEMBLY TYPE (SEE ASSEMBLIES SHEET)
- ASSEMBLY MODIFIER, PER TYPE
- ROOM NAME AND NUMBER
- WINDOW TYPE (SEE A600s)
- KEYNOTE
- DIRECTION OF VIEW, IF APPLICABLE
- DRAWING NUMBER
- SHEET WHERE DRAWN
- DOOR NUMBER (SEE SHEET A601)
- DIMENSION TO FACE OF FRAMING
- DIMENSION TO GRID LINE
- DIMENSION TO CENTER LINE

GENERAL NOTE:
GENERAL CONTRACTOR TO COORDINATE ALL DEMOLITION WITH HAZARDOUS MATERIALS SURVEY INCLUDED IN THE SPECIFICATION MANUAL.
ALL DEMOLITION TO BE HANDLED IN ACCORDANCE WITH REQUIREMENTS INDICATED THEREIN.





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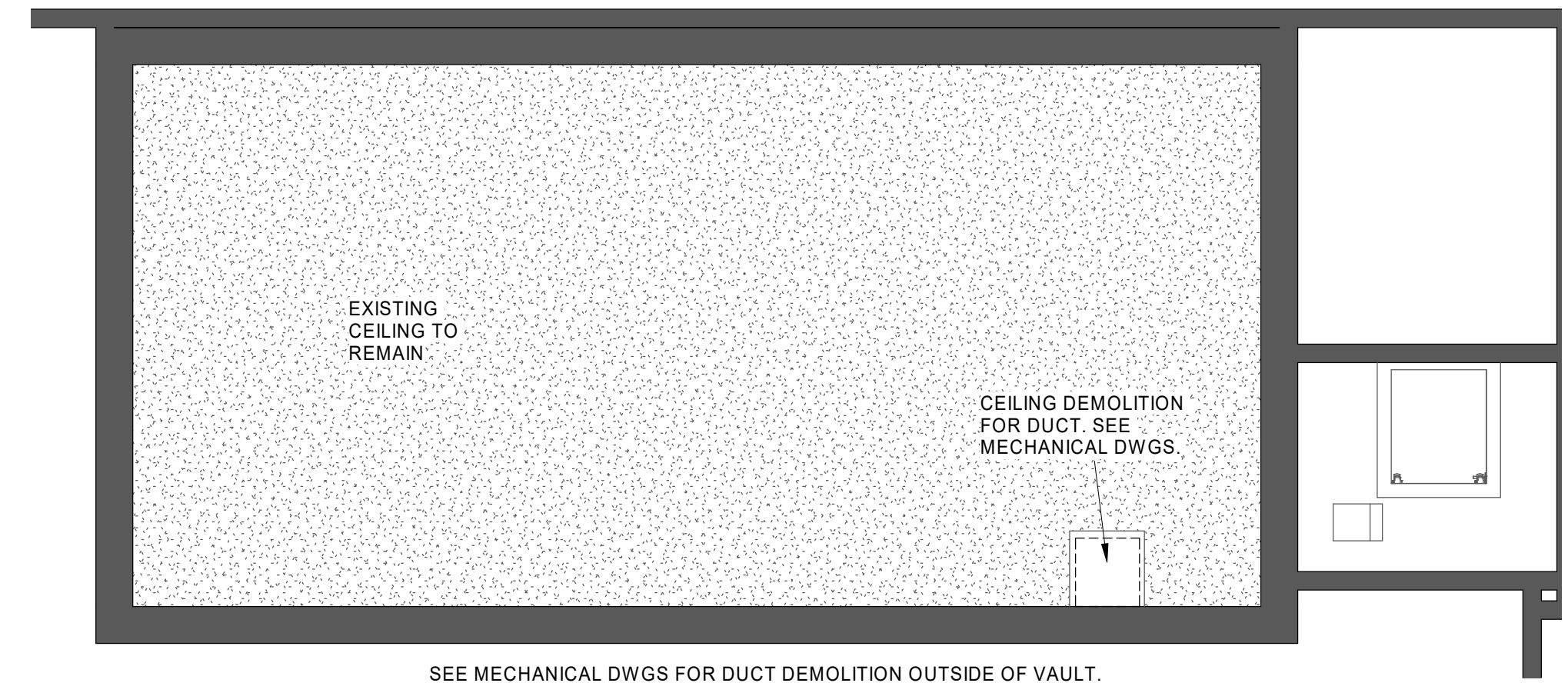
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UPPER FLOOR VAULT -
DEMO and RENO

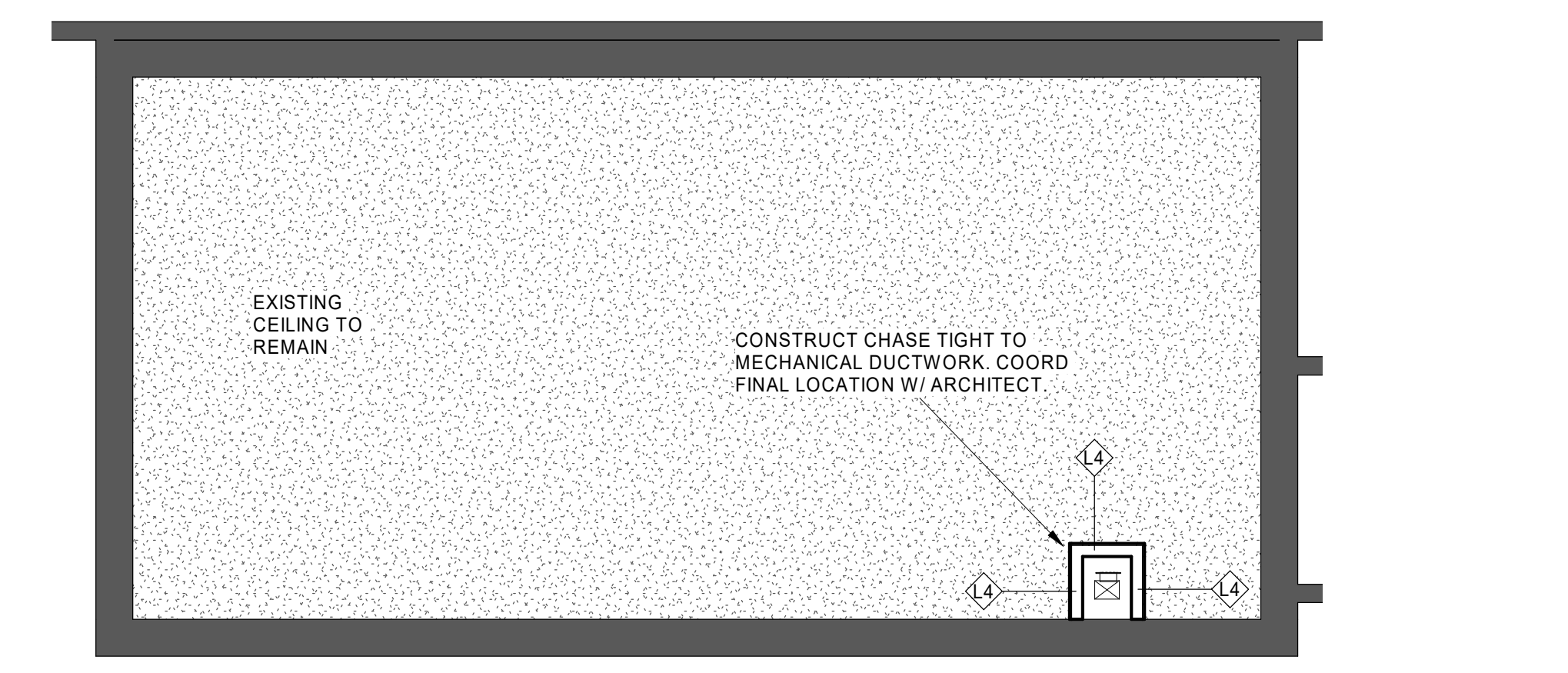
A013



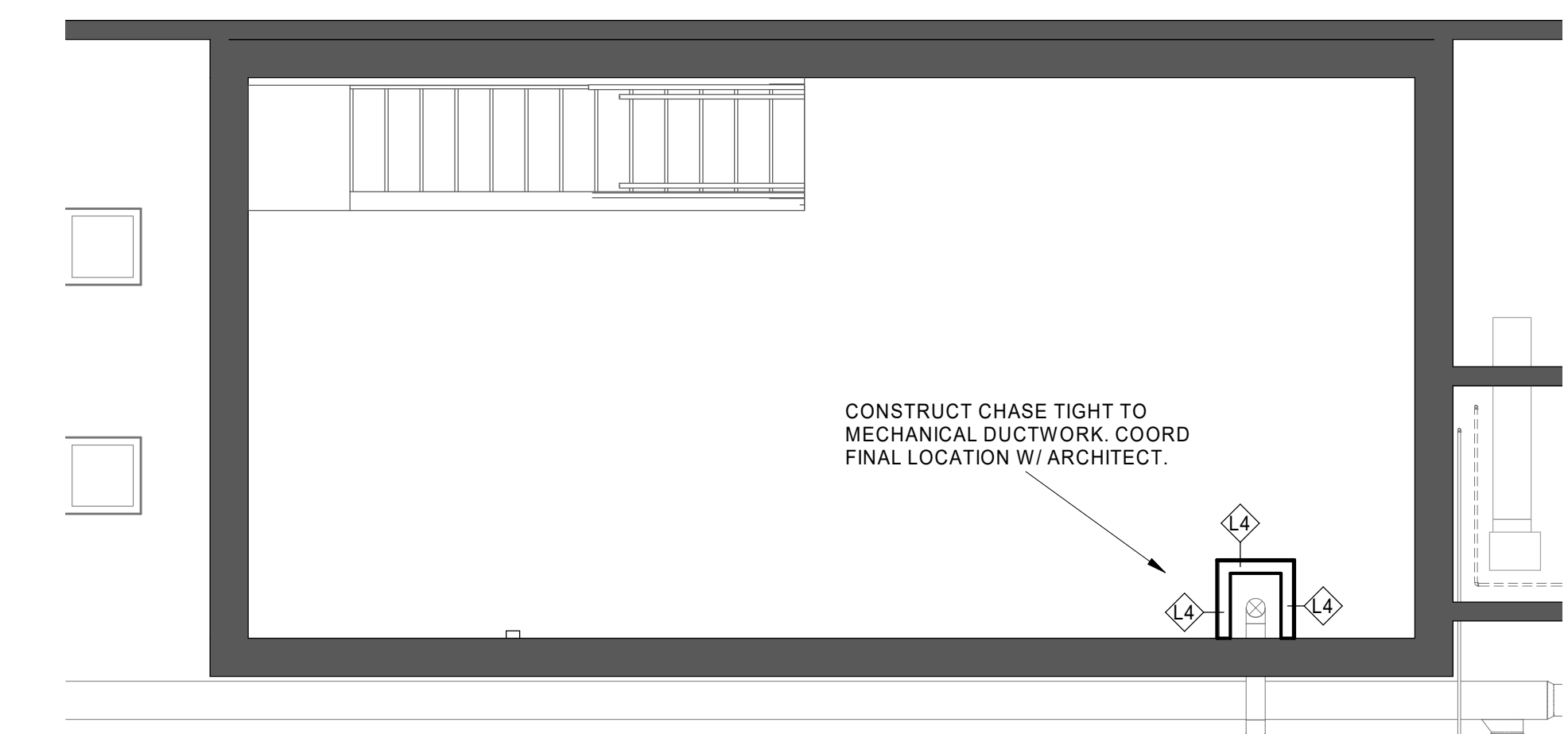
1
A013
VAULT UPPER REFLECTED CEILING PLAN DEMO
1/4" = 1'-0"
SCALE IN MM SCALE IN FEET
1000 500 0 4 8
SCALE: 1/4" = 1'-0"
NORTH



2
A013
VAULT UPPER FLOOR PLAN - DEMO
1/4" = 1'-0"
SCALE IN MM SCALE IN FEET
1000 500 0 4 8
SCALE: 1/4" = 1'-0"
NORTH



3
A013
VAULT UPPER REFLECTED CEILING PLAN RENO
1/4" = 1'-0"
SCALE IN MM SCALE IN FEET
1000 500 0 4 8
SCALE: 1/4" = 1'-0"
NORTH



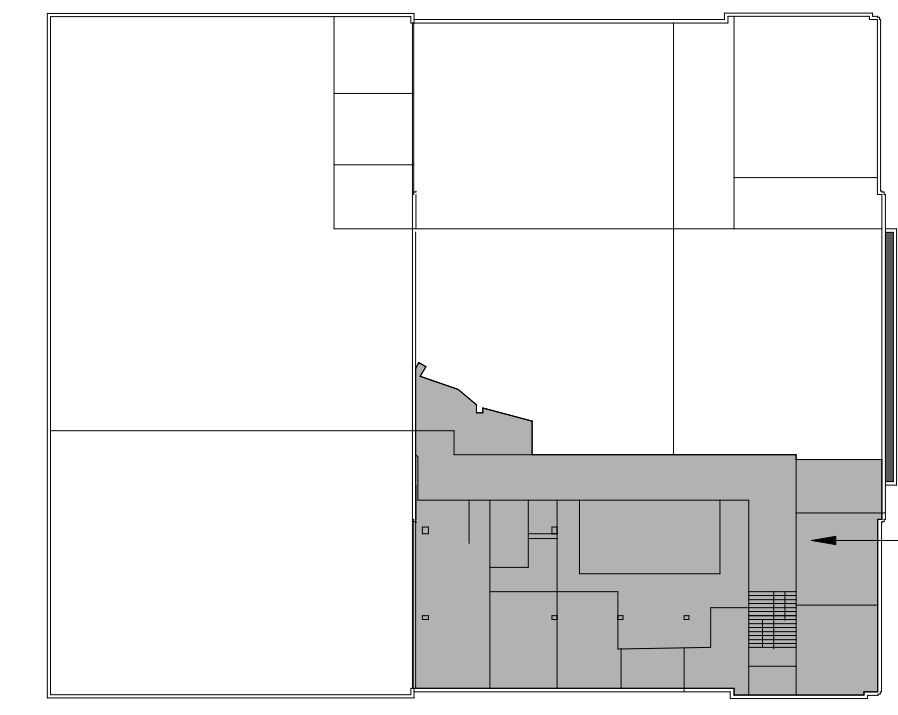
4
A013
VAULT UPPER FLOOR PLAN - RENO
1/4" = 1'-0"
SCALE IN MM SCALE IN FEET
1000 500 0 4 8
SCALE: 1/4" = 1'-0"
NORTH

GENERAL NOTES

- A. DARK GRAY WALLS INDICATES EXISTING TO REMAIN.
- B. LIGHT GRAY ROOM AREAS INDICATE NOT PART OF SCOPE, EXISTING TO REMAIN.
- C. DASHED INDICATED TO BE REMOVED.
- D. SHADED AREA INDICATE EXISTING TO REMAIN.
- E. DASHED INDICATED TO BE REMOVED
- F. CEILING CONTRACTOR TO ENSURE INSTALLATION OF ACOUSTICAL CEILING COMPLIES WITH LOCAL SEISMIC REQUIREMENTS.
- G. GC TO COORDINATE WITH MECHANICAL ON ACOUSTICAL TILE GRID REMOVAL THROUGHOUT BUILDING AS NEEDED FOR HVAC DUCT INSTALL. UNO.
- H. GC TO COORDINATE REPLACEMENT OF GRID AND LIGHTS WITH MECH AND ARCH.

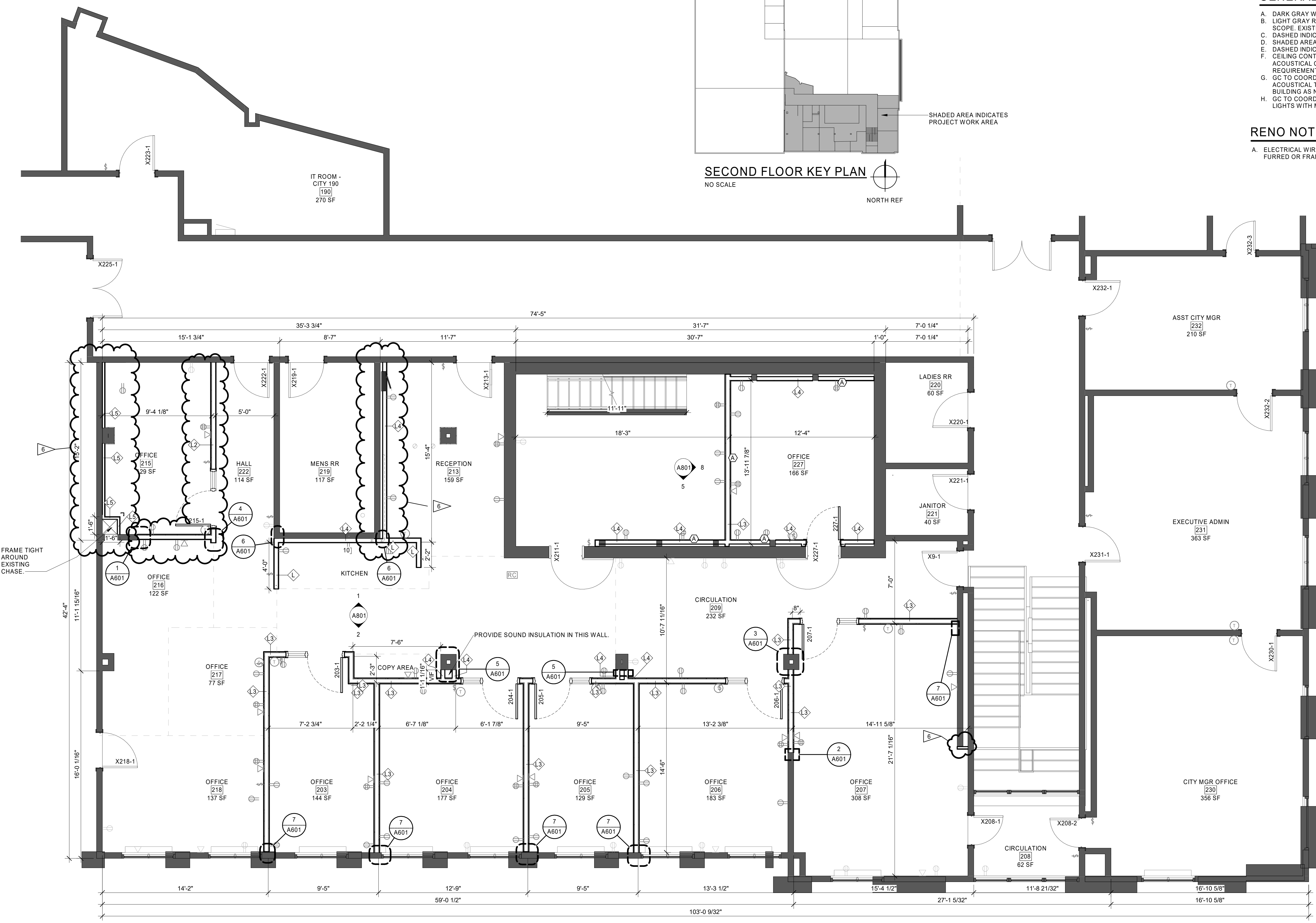
RENO NOTES ☒

- A. ELECTRICAL WIRING SHOULD BE LOCATED WITHIN FURRED OR FRAMED WALLS WHEREVER POSSIBLE.



SECOND FLOOR KEY PLAN
NO SCALE

NORTH REF



WALL TYPE LEGEND

SCALE: 1" = 1'-0"

- GENERAL WALL TYPE NOTES:**
- A. SEE INTERIOR ELEVATIONS (SHEET A801) AND FINISH SCHEDULE (SHEET A501) FOR WALL FINISHES.
 - B. PROVIDE BLOCKING AS REQUIRED TO SECURE WALL HUNG COMPONENTS.
 - C. EXTEND ALL COMPONENTS TO UNDERSIDE OF DECK, UNLESS NOTED OTHERWISE

INTERIOR WALL TYPES

SCALE: 3/4" = 1'-0"

1 INTERIOR 3-5/8" NR SOUND WALL

- 5/8" GYP BD
- 3-5/8" METAL STUDS @ 16" O.C.
- 3" SOUND BATT INSULATION
- 5/8" GYP BD

2 INTERIOR 3-5/8" WALL

- STC = 50-54
- GA FILE #WP1052
- 1/2" GYP BD
- 5/8" GYP BD
- 3" SOUND BATT INSULATION
- 3-5/8" METAL STUDS @ 16" O.C.
- 5/8" GYP BD

3 INTERIOR 3-5/8" SOUND WALL

- STC = 55-59
- GA FILE #WP1522
- 1/2" GYP BD
- 5/8" GYP BD
- 3-5/8" METAL STUDS @ 16" O.C.
- 3" SOUND BATT INSULATION
- 5/8" GYP BD
- 1/2" GYP BD

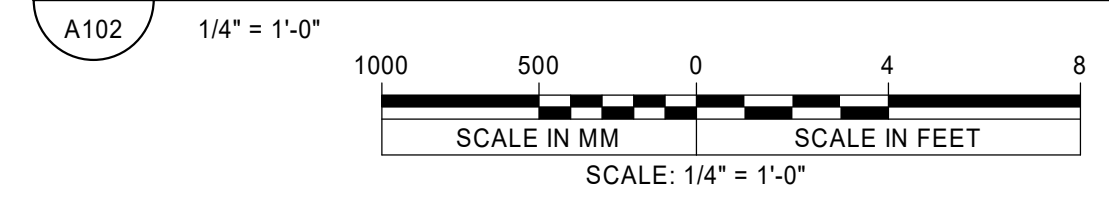
4 INTERIOR FURING

- 5/8" GYP BD
- 3-5/8" METAL STUDS @ 16" O.C.
- 1/2" AIR SPACE

5 INTERIOR FURING - 2"

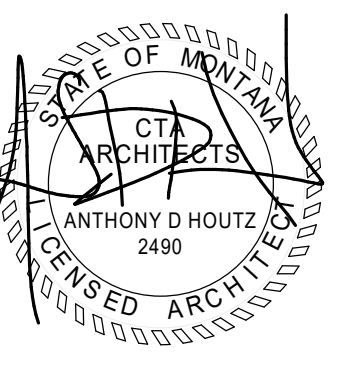
- 5/8" GYP BD
- 2" METAL STUDS @ 16" O.C.
- 1/2" AIR SPACE

1 SECOND FLOOR - RENO



NORTH

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SECOND FLOOR RENO

A102

DOOR NUMBER	ROOM NUMBER	ROOM NAME	DOOR			MATERIAL	GLAZE	FRAME		HARDWARE GROUP
			SIZE					TYPE	MATERIAL	
			W	H	T					
203-1	203	OFFICE	3'-0"	6'-8"	1 3/4"	SW	T	A	WOOD	2
204-1	204	OFFICE	3'-0"	6'-8"	1 3/4"	SW	T	A	WOOD	2
205-1	205	OFFICE	3'-0"	6'-8"	1 3/4"	SW	T	A	WOOD	2
206-1	206	OFFICE	3'-0"	6'-8"	1 3/4"	SW	T	A	WOOD	2
207-1	207	OFFICE	3'-0"	6'-8"	1 3/4"	SW	T	A	WOOD	2
215-1	215	OFFICE	3'-0"	6'-8"	1 3/4"	SW	T	A	WOOD	2
227-1	227	OFFICE	2'-10"	6'-8"	1 3/4"	SW		B	WOOD	2

DOOR HARDWARE ABBREVIATIONS

- AL ALUMINUM
- HM HOLLOW METAL
- IN 1" INSULATED TEMPERED GLAZING
- T 1/4" TEMPERED GLAZING
- SW SOLID WOOD
- CLAD ALUMINUM CLAD WOOD
- WOOD WOOD
- (MK) MCKINNEY MFG.
- (SC) SCHLAGE LOCK CO.
- (VO) VON DUPRIN
- (LC) LCN CLOSERS
- (TR) TRIMCO MFG.
- (PE) PEMKO MFG.

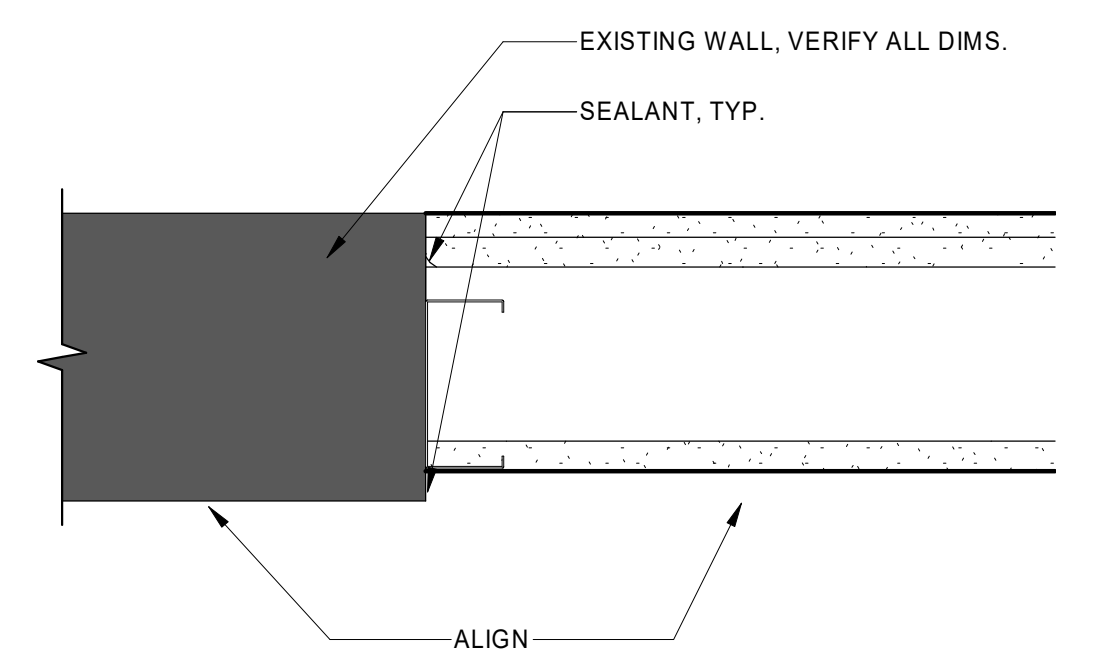
DOOR HARDWARE GROUPS

HARDWARE GROUP #1 - OFFICE

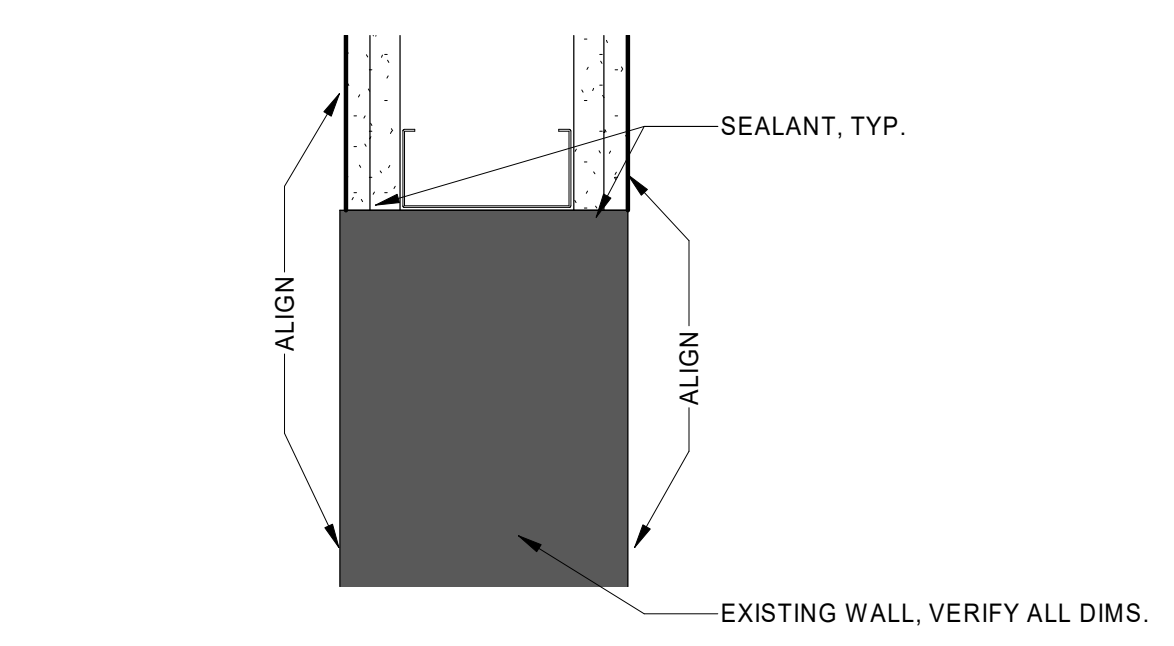
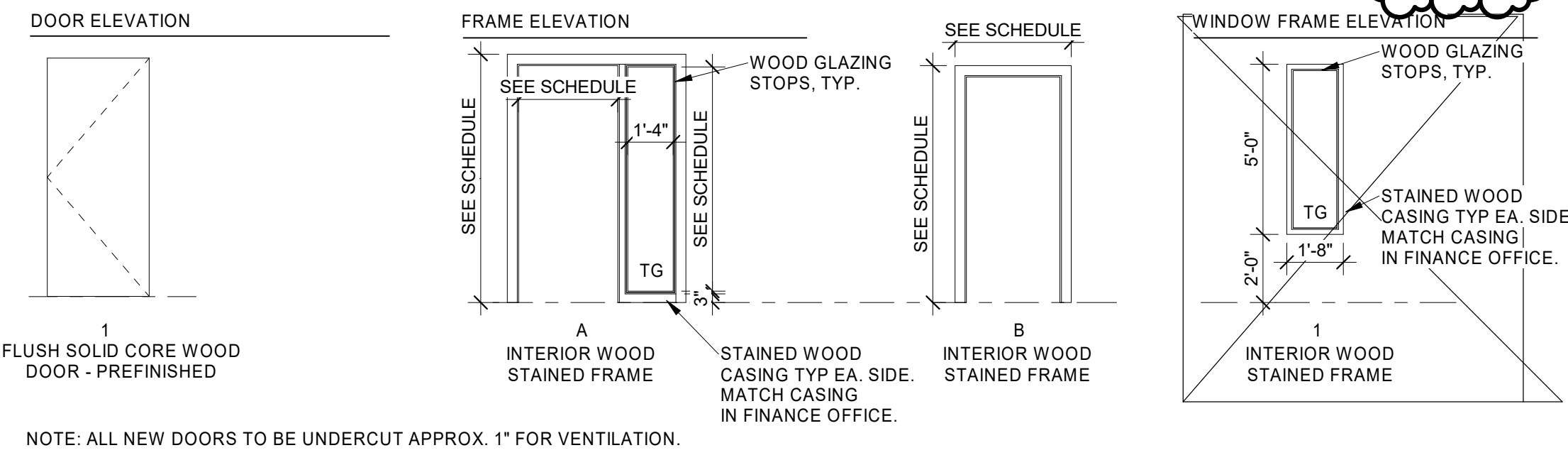
- 3 EA (MK) FULL-MORTISE HINGES TA2714
- 1 EA (SC) OFFICE LOCKSET & STRIKE ND53-ATH (F109)
- 1 EA (PE) PERIMETER WEATHERSTRIPPING S88D
- 1 EA (TR) WALL STOP 1270

HARDWARE GROUP #2 - PASSAGE

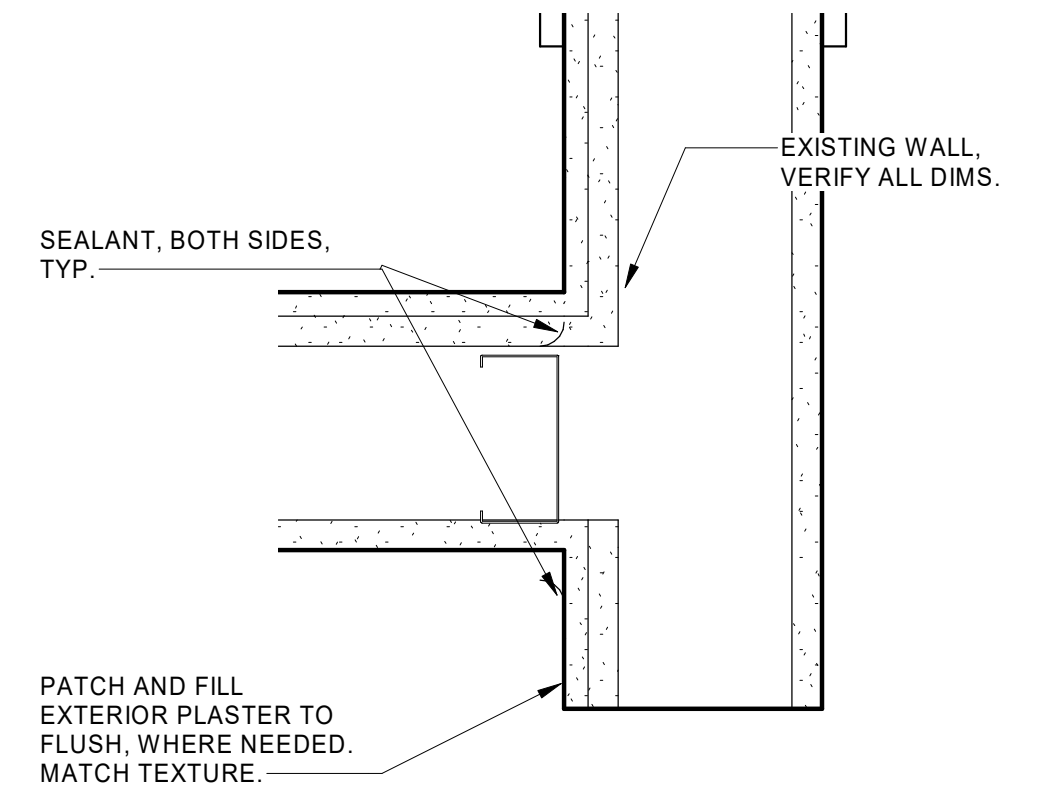
- 3 EA (MK) FULL-MORTISE HINGES TA2714
- 1 EA (SC) PASSAGE SET ND10SRHO 626
- 1 EA (LC) SURFACE CLOSER 4040XP EDA TBWMS 689
- 1 EA (TR) WALL STOP 1270 630
- 1 EA (PE) GASKETING S88D BK



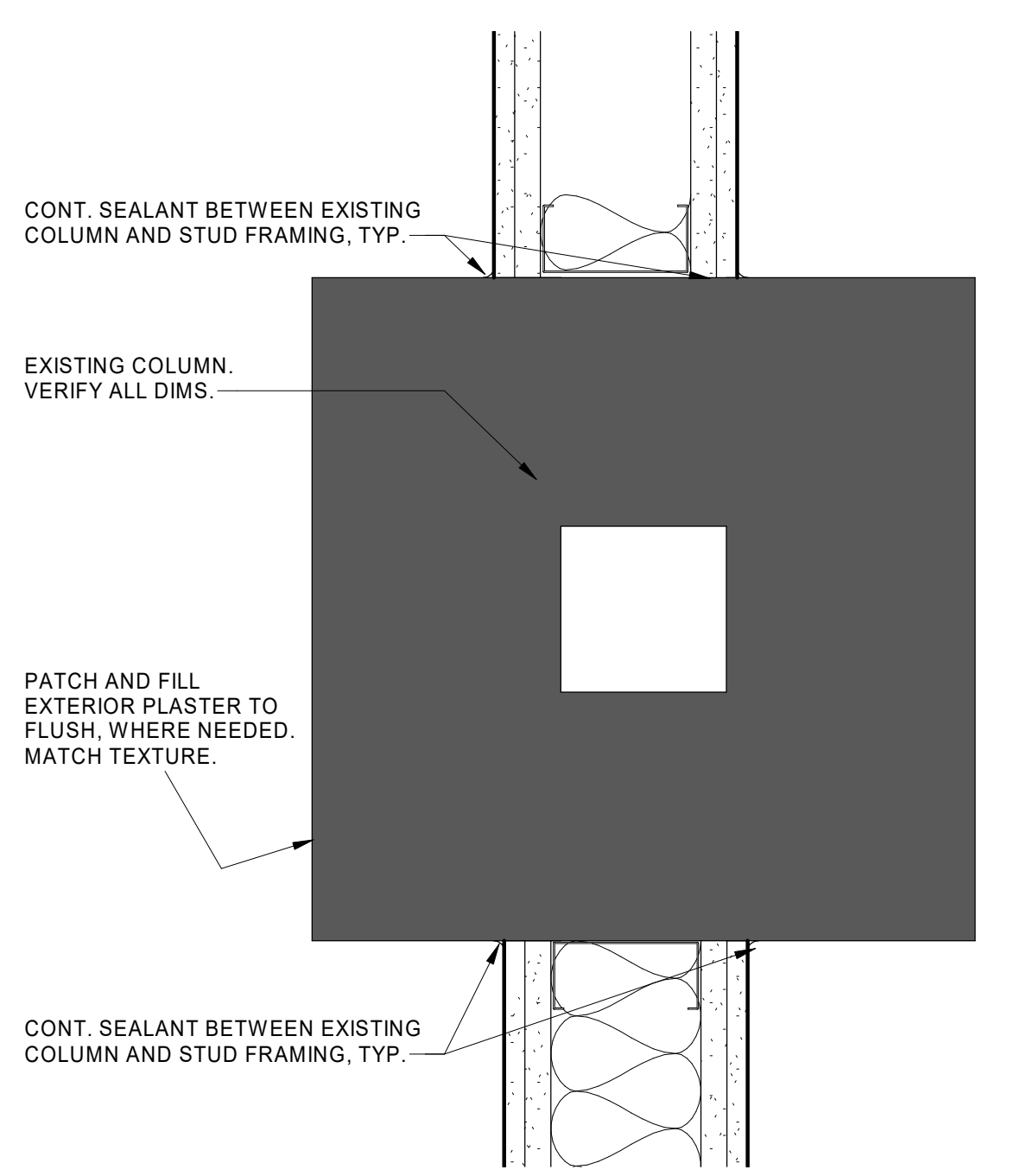
1 'L' WALL TYPE JOIN DETAIL
3" = 1'-0"



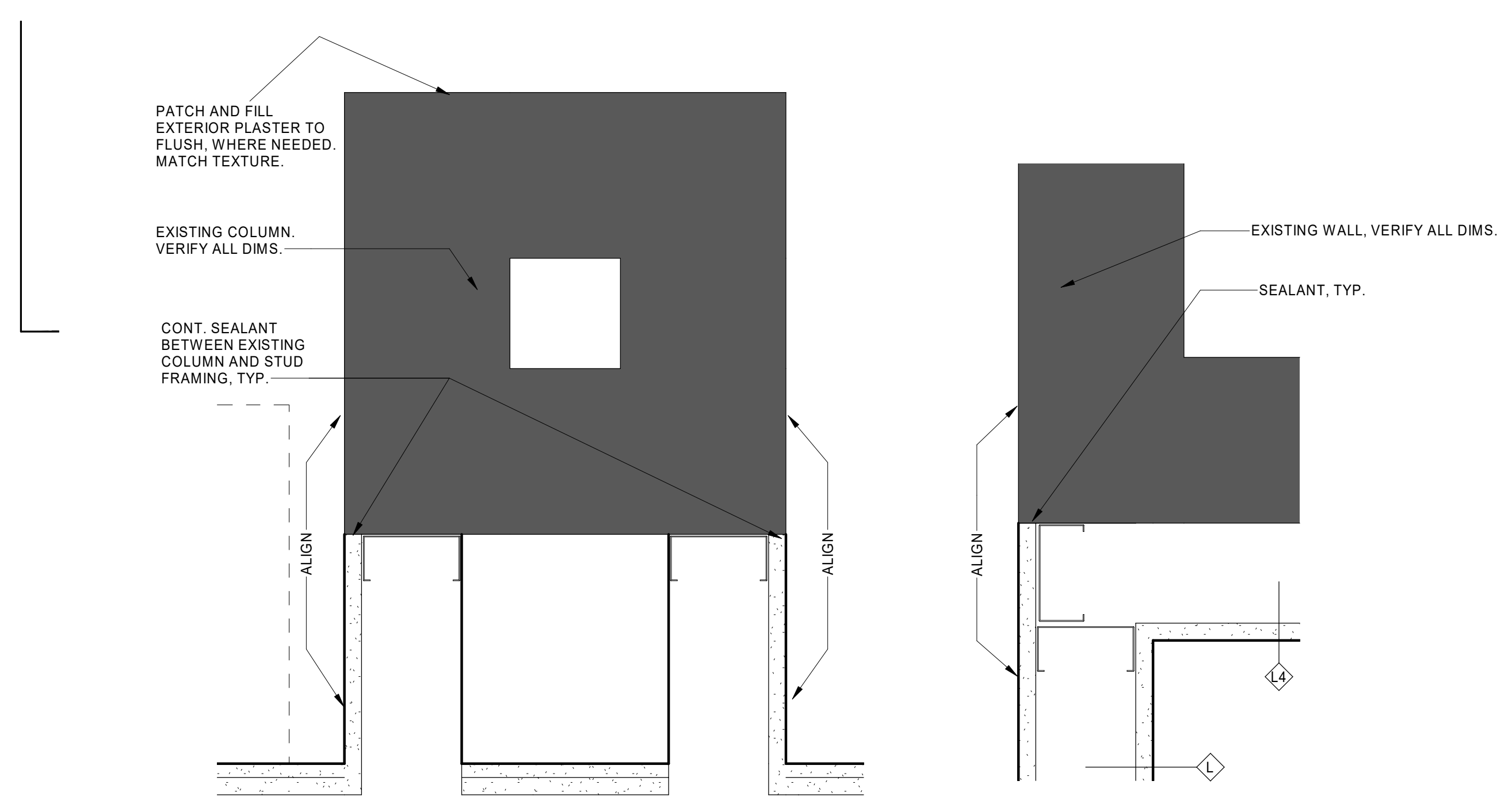
2 'L3' WALL TYPE JOIN ON WALL
3" = 1'-0"



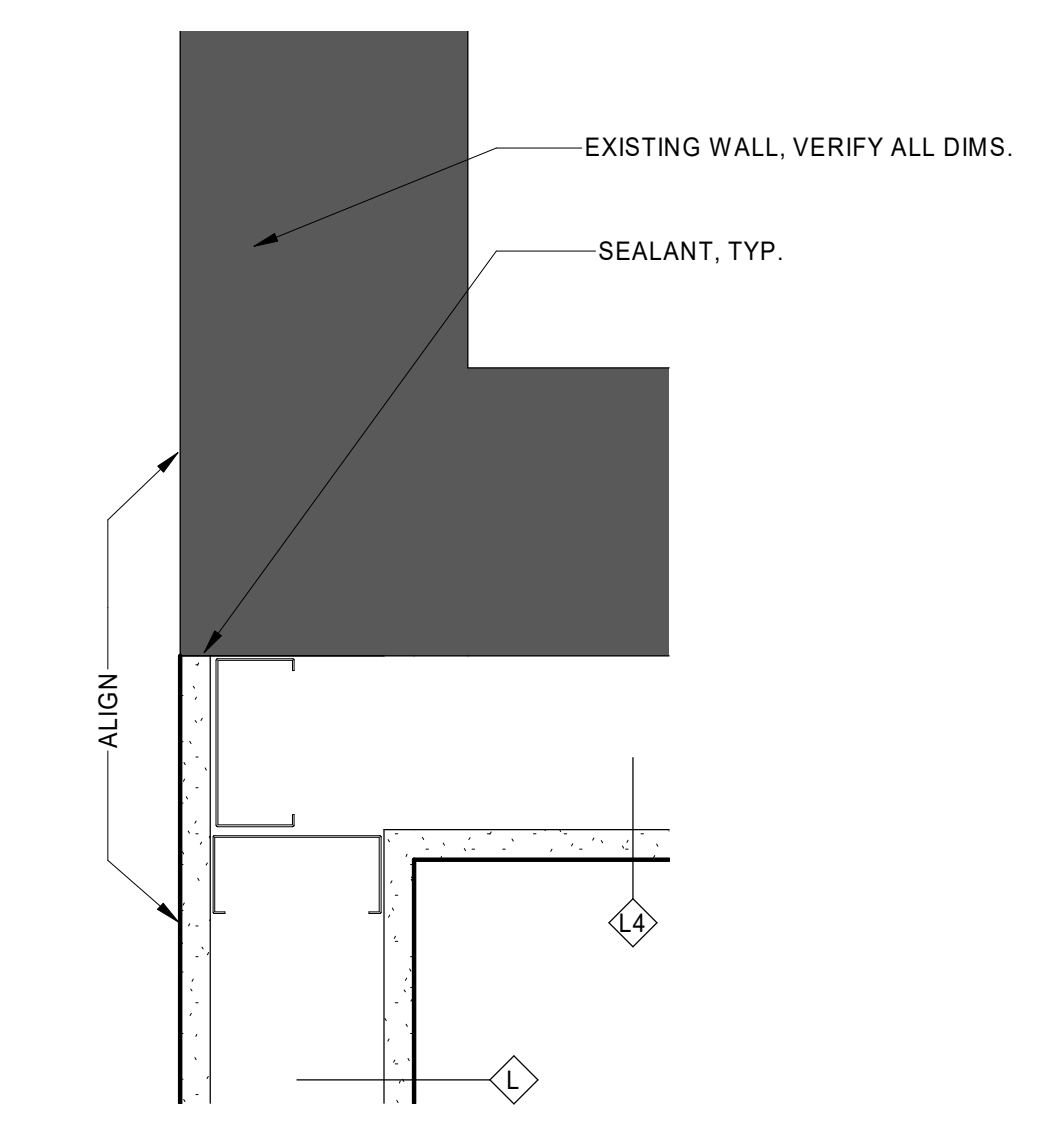
4 NEW WALL TYPE 'L' JOIN TO COLUMN
3" = 1'-0"



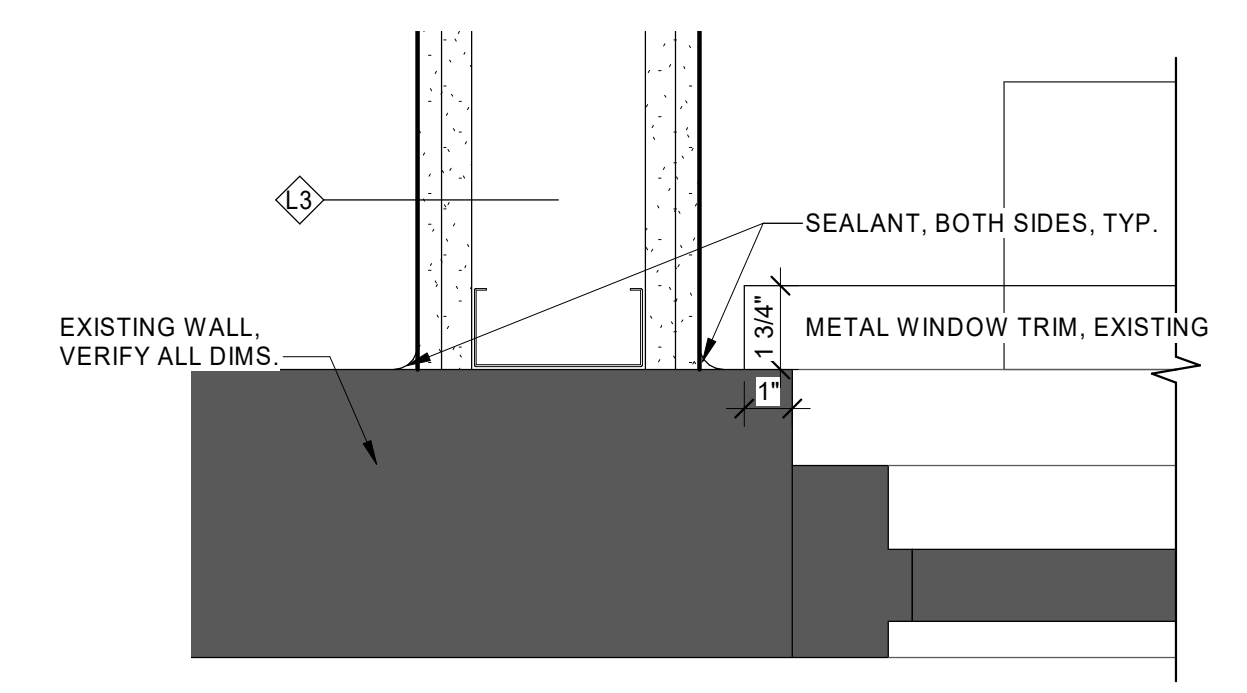
3 'L3' WALL TYPE JOIN ON COLUMN
3" = 1'-0"



5 FURRING WALL TYPE JOIN
3" = 1'-0"

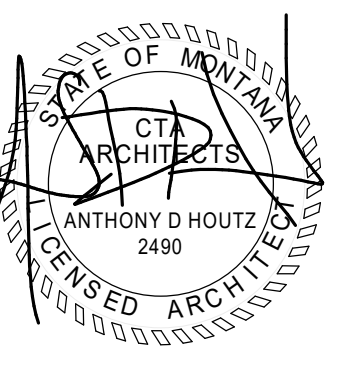


6 WALL TYPE 'L' AND 'L4' JOIN
3" = 1'-0"



7 WINDOW TRIM JOIN DETAIL, TYP.
3" = 1'-0"

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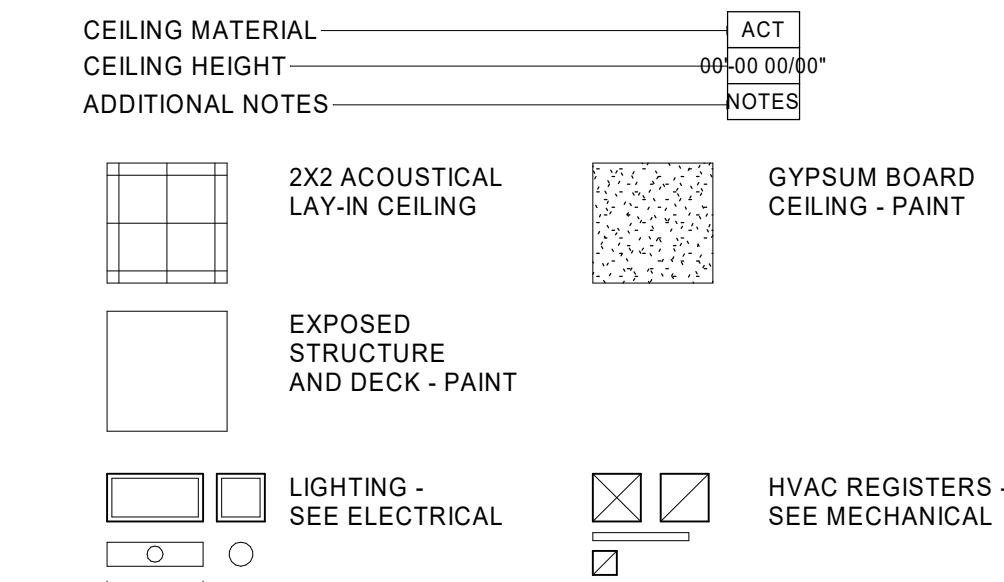
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- REVISIONS
- 1 06.10.2022 ADD-01
- 2 07.22.2022 PR-01
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- 6 12.5.2022 PR-05

DOOR SCHEDULES AND DETAILS

A601

REFLECTED CEILING LEGEND



CEILING MATERIAL

ACT1 2X4 ACOUSTICAL LAY-IN PANEL, USG MARS OR EQUAL

EXP EXPOSED STRUCTURE AND DECK - PAINT

GYP GYPSUM BOARD - SKIP-TROWEL FINISH, PRIME AND PAINT.

CEILING HEIGHT

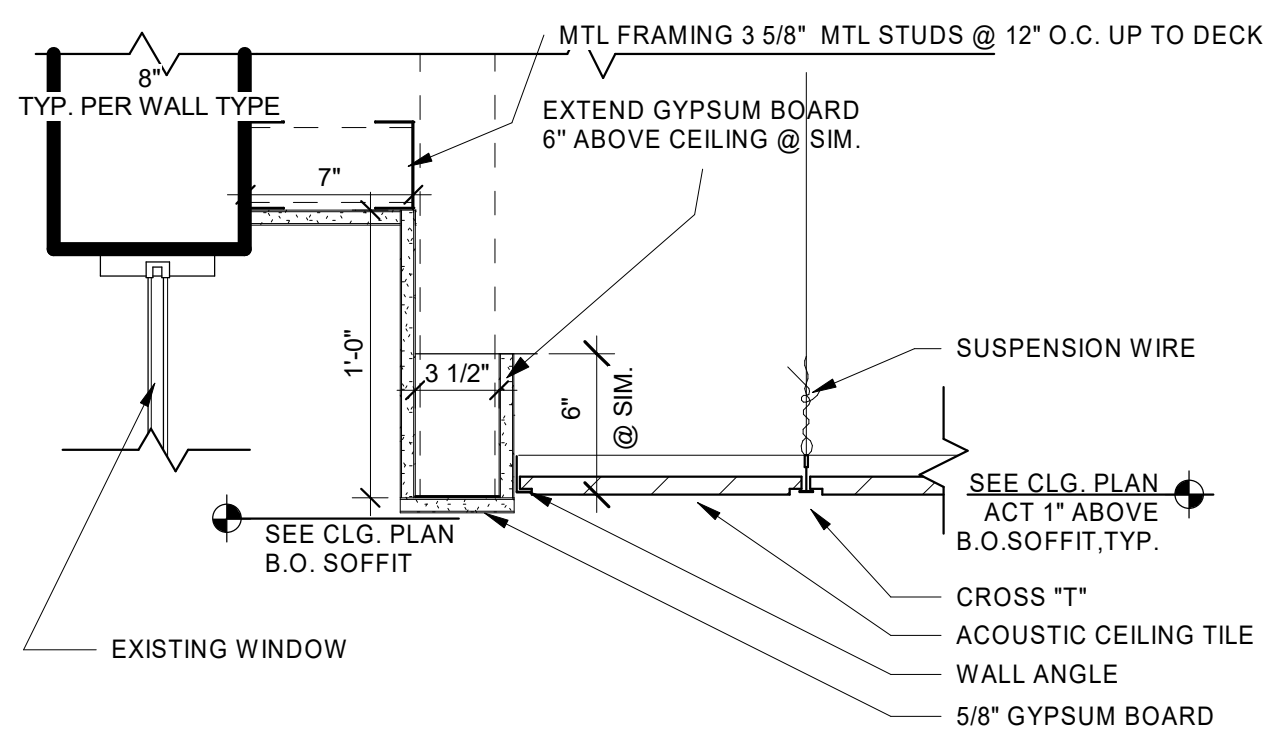
VAR VARIES

ADDITIONAL NOTES

- ALL CEILING INSTALLATIONS MUST MEET ASTM C636 FOR SEISMIC CATEGORY B.
- ALL WIRE TIES ARE TO BE THREE TIGHT TURNS AROUND THEMSELVES WITHIN THREE INCHES. TWELVE-GAUGE HANGER WIRE SPACED 4 FT ON CENTER (ASTM C636 SECTION 2.3.4).
- WALL MOLDINGS (PERIMETER CLOSURE ANGLES) ARE REQUIRED TO HAVE A HORIZONTAL FLANGE 2 INCHES WIDE. ONE END OF THE CEILING GRID SHALL BE ATTACHED TO THE WALL MOLDING, AND THE OTHER END SHALL HAVE A 3/4-IN CLEARANCE FROM THE WALL AND FREE TO SLIDE. (ASTM E580 SECTION 5.2.2, SECTION 5.2.3).
- CEILING AREAS OF 1000 SQUARE FEET OR LESS SHALL BE EXEMPT FROM LATERAL-FORCE BRACING REQUIREMENTS. (ASTM E580 SECTION 1.6).

KEYNOTES

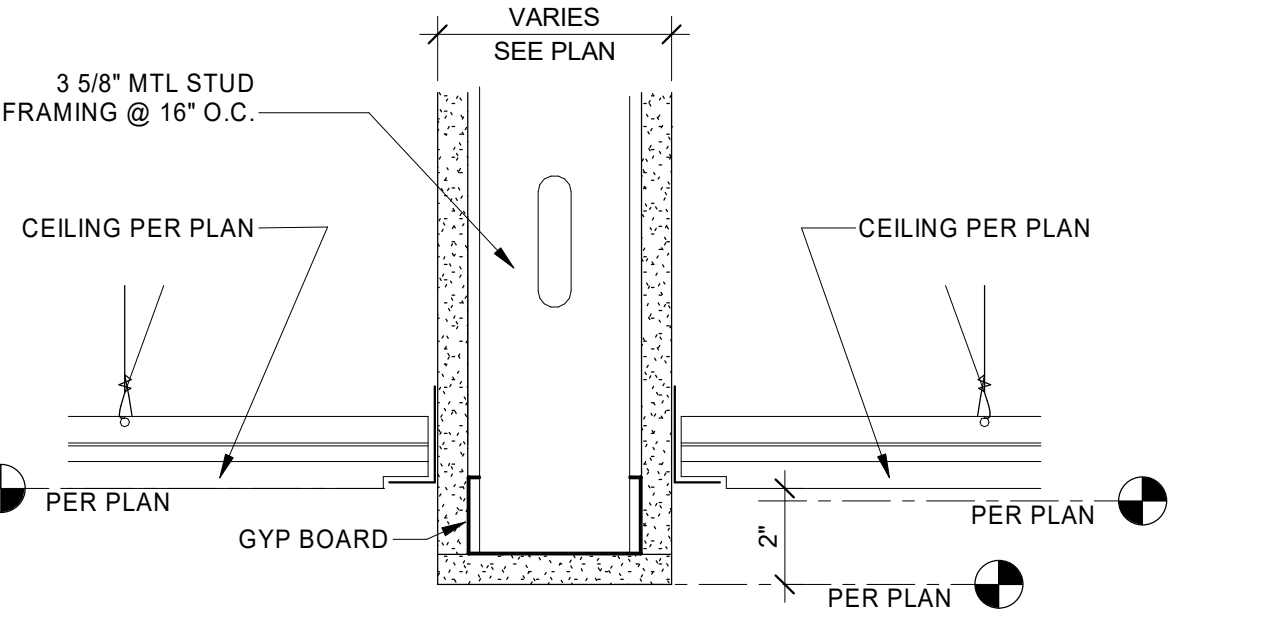
- DASHED CIRCLES AND SQUARE INDICATES AREA WHERE EXISTING MECH PENETRATION OCCURRED IN CEILING ABOVE (11'-0"). PATCH HOLE, TEXTURE AND FINISH TO MATCH ADJACENT CEILING, TYP.



1 2ND FLOOR REFLECTED CEILING PLAN - DEMO



4 HEADER DETAIL, TYP.



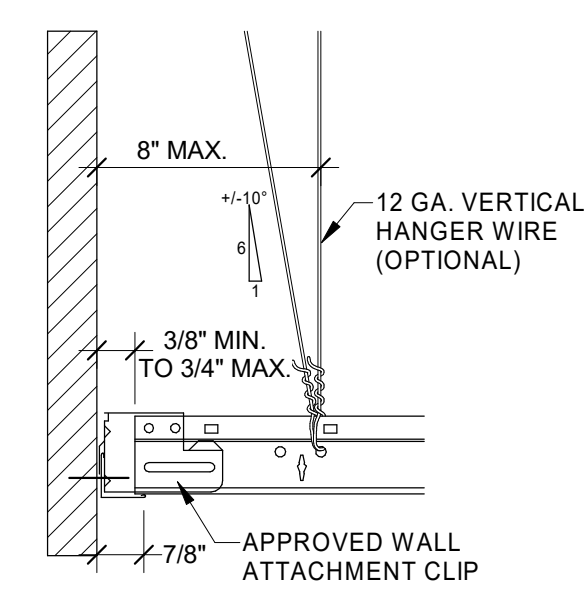
2 2ND FLOOR REFLECTED CEILING PLAN - RENO



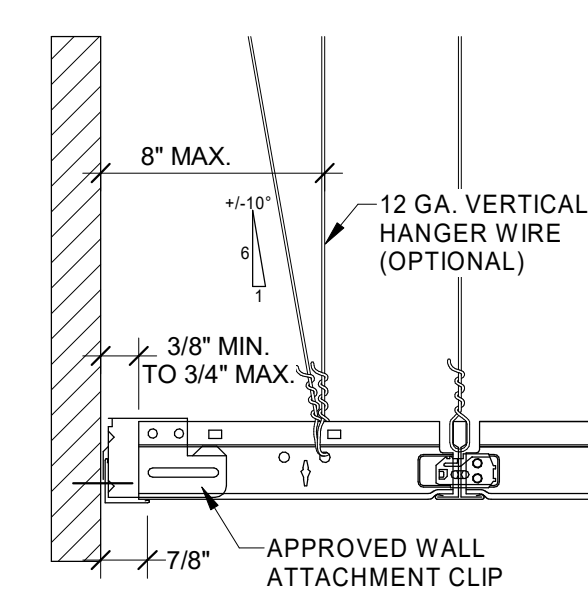
5 SEISMIC BRACING



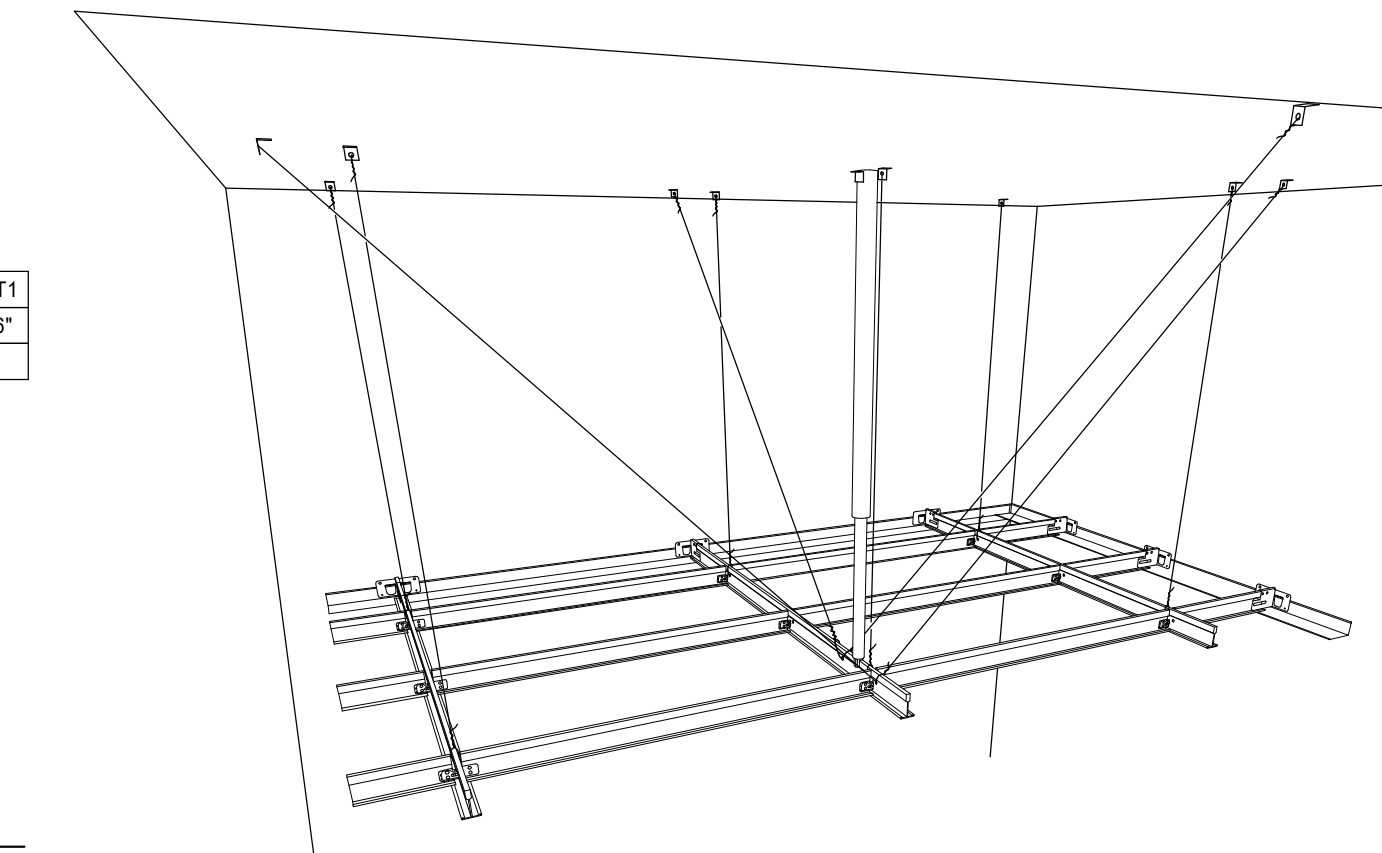
PERIMETER MAIN TEE (RESTRAINED)



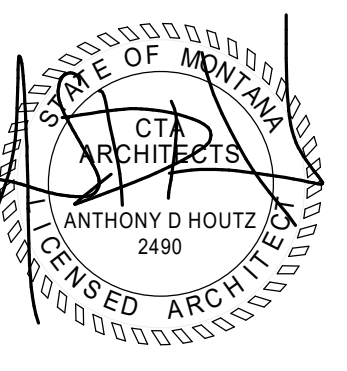
PERIMETER CROSS TEE (RESTRAINED)



SEISMIC PERSPECTIVE - IBC CATEGORY D



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2ND FLOOR REFLECTED CEILING PLAN

A902



PANEL: 2A

LOCATION: RECEPTION 213 **AMPS:** 225 A **TYPE OF MAIN:** MLO
MOUNTING TYPE: RECESSED **VOLTAGE:** 120/208 Wye **MINIMUM AIC RATING:** 10K
MANUFACTURER: SEE SPECIFICATIONS **PHASES:** 3 **FED FROM:**
MODEL TYPE: PANELBOARD **WIRES:** 4 **ENCLOSURE:** NEMA 1

NOTES:

LOAD NAME	CKT NO	BKR AMP	POLE	A	B	C	POLE	BKR AMP	CKT NO	LOAD NAME	
RECEPTACLES	1	20	1	1080	900			1	20	2 RECEPTACLES	
RECEPTACLES	3	20	1		900	1260		1	20	4 RECEPTACLES	
RECEPTACLES	5	20	1			1000	1260	1	20	6 RECEPTACLES	
RECEPTACLES	7	20	1	1440	1620			1	20	8 RECEPTACLES	
RECEPTACLES	9	20	1		720	1440		1	20	10 RECEPTACLES	
RECEPTACLES	11	20	1			1440	814	1	20	12 LIGHTING	
RECEPTACLES	13	20	1	1620	900			1	20	14 RECEPTACLES	
SPARE	15	20	1		0	1000		1	20	16 COFFEE MAKER	
AC RECEPTACLE	17	20	1			1000	1000	1	20	18 REFRIGERATOR	
VRV UNITS 1-9, 19	19	15	2	370	60			2	15	20 BRANCH SELECTOR VALVE BOX	
	21	--	--	--	370	60		--	--	22 --	
VRV UNITS 11-18	23	15	2			489	10015	3	90	24 ACCU-1B	
	25	--	--	489	10015			--	--	26 --	
ERV-1	27	15	2		844	10015		--	--	28 --	
	29	--	--			844	1043	1	20	30 LIGHTING	
EDH-1	31	35	3	30	1000			1	20	32 MICROWAVE	
	33	--	--		30	0		1	20	34 SPARE	
	35	--	--			9000	0	1	20	36 SPARE	
RECEPTACLES	37	20	1	180	0			1	20	38 SPARE	
SPARE	39	20	1		0	0		1	20	40 SPARE	
SPARE	41	20	1			0	0	1	20	42 SPARE	
SPARE	43	20	1	0	0			1	20	44 SPARE	
SPARE	45	20	1		0	0		1	20	46 SPARE	
SPARE	47	20	1			0	0	1	20	48 SPARE	
SPARE	49	20	1	0	0			1	20	50 SPARE	
SPARE	51	20	1		0	0		1	20	52 SPARE	
SPARE	53	20	1			0	0	1	20	54 SPARE	
SPARE	55	20	1	0	0			1	20	56 SPARE	
SPARE	57	20	1		0	0		1	20	58 SPARE	
SPARE	59	20	1			0	0	1	20	60 SPARE	
			19704.7			16639.3			27905.7		
			168.1			138.7			236.5		
			TOTAL CONNECTED PHASE VA								
			TOTAL CONNECTED PHASE AMPS								
LOAD CLASSIFICATION				CONNECTED LOAD		DEMAND FACTOR		ESTIMATED DEMAND		PANEL TOTALS	
EQUIPMENT				1918		100.00%		1918		TOTAL CONNECTED LOAD: 64249.8	
HVAC				40715		100.00%		40715		TOTAL CONNECTED AMPS: 178.3	
LIGHTING				1857		125.00%		2321			
RECEPTACLES				19760		75.30%		14880		TOTAL EST. DEMAND: 59834.1	
										TOTAL EST. DEMAND AMPS: 166.1	

NOTES:

LIGHTING FIXTURE SCHEDULE

NOTES:
1) CUSHING TERRELL WILL PURSUE ALL NWE LIGHTING REBATES. CONTACT ALAN ANSETH, CUSHING TERRELL, 406-248-7455
2) PRIOR APPROVALS AND SHOP DRAWINGS SHALL BE SENT TO LANCE JONES, CUSHING TERRELL, 406-248-7455
3)

TYPE	DESCRIPTION	MANUFACTURER	FIXTURE CATALOG NUMBER	MOUNTING				VOLTAGE	VA	LIGHT SOURCE LAMP TYPE	NOTES
				LOCATION	TYPE	HEIGHT					
A1	2X2 LED FLAT PANEL, 0-10V DIM W/ DRYWALL ADAPTER	LITHONIA	EPANL 2X2 4000LM 80CRI 35K MIN1 ZT MVOLT 2X2SMKSH	CEILING	RECESSED	-		120 V	60.00		
A1E	2X2 LED FLAT PANEL, 0-10V DIM W/ DRYWALL ADAPTER AND EM BATTERY	LITHONIA	EPANL 2X2 4000LM 80CRI 35K MIN1 ZT MVOLT E10WCP 2X2SMKSH	CEILING	RECESSED	-		120 V	37.00	LED	
A2	2X2 LAY-IN FLAT PANEL LED 0-10V DIM	LITHONIA	EPANL 2X2 4000LM 80CRI 35K MIN1 ZT MVOLT	CEILING	RECESSED	-		120 V	37.00	LED	
A2E	2X2 LAY-IN FLAT PANEL LED 0-10V DIM, W/ EM BATTERY	LITHONIA	EPANL 2X2 4000LM 80CRI 35K MIN1 ZT MVOLT E10WCP	CEILING	RECESSED	-		120 V	37.00	LED	
A3	4" CORELITE CL SERIES 4" APERTURE DIRECT RECESSED	COOPER	CL4DR F 60D 835 1 STD W FG 4	CEILING	RECESSED	-		120 V	19.00	LED	
A3E	4" CORELITE CL SERIES 4" APERTURE DIRECT RECESSED W/ EM BATTERY	COOPER	CL4DR F 60D 840 1 B1 STD W FG 4	CEILING	RECESSED	-		120 V	19.00	LED	
S1	48"LED SURFACE WRAP	LITHONIA	STL 4 40L EZ1 LP835	CEILING	SURFACE	-		120 V	35.00	LED	

LIGHTING CONTROL SCHEDULE

TYPE	MANUFACTURER	DESCRIPTION
SO5	WATTSTOPPER DW-109	WALL MOUNTED DUAL TECHNOLOGY, WALL SWITCH OCCUPANCY SENSOR SET OFF DELAY TO 30 MINUTES AND SENSITIVITY TO MAX. SET FOR MANUAL ON.
SO52	WATTSTOPPER DW-311	WALL MOUNTED DUAL TECHNOLOGY, 0-10V DIMMING WALL SWITCH OCCUPANCY SENSOR WITH 400 SF COVERAGE. SET OFF DELAY TO 30 MINUTES AND SENSITIVITY TO MAX. SET FOR MANUAL ON.
SLV	WATTSTOPPER LMDM - SERIES	LOW VOLTAGE DIGITAL WALL SWITCH SWITCHES WITH SUBSCRIPT SHALL BE OF QUANTITY AS NOTED ON PLANS. SWITCHES SHALL BE DIMMING CAPABLE.
OS	WATTSTOPPER LMDC-100	DIGITAL CEILING MOUNTED DUAL TECHNOLOGY OCCUPANCY SENSOR CONNECT TO ROOM CONTROLLER. SET OFF DELAY TO 30 MINUTES AND SENSITIVITY TO MAX.
RC1	WATTSTOPPER LMRC-111	DIGITAL SINGLE RELAY ROOM CONTROLLER DIMMING CAPABILITY.
	WATTSTOPPER LMCT-100	EC TO PROVIDE (1) DIGITAL WIRELESS CONFIGURATION TOOL FOR REMOTE PROGRAMMING OF DIGITAL LIGHTING CONTROLS (NOT SHOWN ON PLANS)

NOTES:
1 CONTRACTORS WORK TO INCLUDE ALL LABOR, MATERIALS, AND EQUIPMENT REQUIRED FOR A COMPLETE AND OPERATIONAL SYSTEM.
2 SUBMIT SHOP DRAWINGS FOR ALL SENSORS, ROOM CONTROLLERS AND LOW VOLTAGE SWITCHES.
3 FIELD VERIFY EXACT LOCATION OF EACH SENSOR. LOCATE PER MANUFACTURERS RECOMMENDATION. CEILING SENSORS SHALL BE INSTALLED A MINIMUM OF 5FT FROM ANY HVAC SUPPLY OR RETURN AIR DIFFUSER.
4 ALL CONTROLS SHALL BE FULLY ADJUSTED AND COMMISSIONED AS RECOMMENDED BY THE MANUFACTURER.

CONTROL EQUIPMENT SCHEDULE

NOTES:
1) ALL COMB FVNR STARTERS SHALL HAVE HOA AND (2) N/O AUX CONTACTS.
2) SIZE FUSES PER MANUFACTURERS RECOMMENDATIONS IF OTHER THAN SPECIFIED.
3)

SCHEDULE ABBREVIATIONS:
NF = NON-FUSIBLE
F = FUSIBLE (60A/2P = 60 AMP, 2 POLE FUSIBLE)
COMB FVNR = COMBINATION FULL LOAD NON-REVERSING...
EC = ELECTRICAL CONTRACTOR
TC = TEMPERATURE CONTROL CONTRACTOR
CB = ENCLOSED CIRCUIT BREAKER

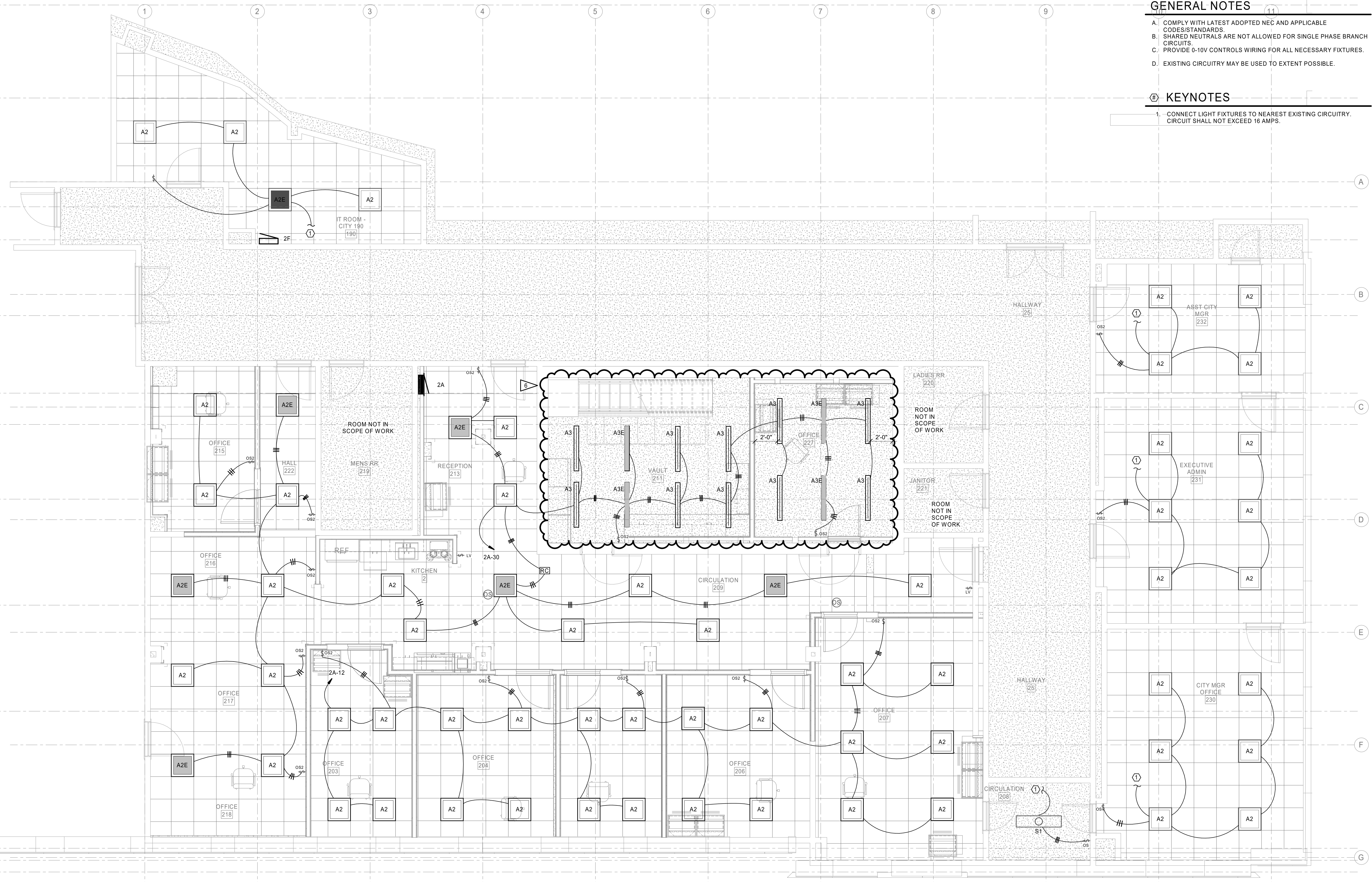
UNIT	ITEMS BY OTHERS					ITEMS BY ELECTRICAL CONTRACTOR					CONTROL DEVICES	INSTALLED BY	FURNISHED BY	NOTES		
	VOLTAGE	PHASE	MCA	KVA	HP	DESCRIPTION	NEMA SIZE	STARTER NEMA ENCLOSURE	INTERLOCK	MOCP					DISCONNECT DESCRIPTION	NEMA ENCLOSURE
ACCU-1A	208 V	3	83.4	30.05							100A/3P	3R	90A			
ACCU-1B	208 V	3	83.4	30.05							100A/3P	3R	90A			
BS-1	208 V	1	.6								TOGGLE W/ OVERLOADS	1				
BS-2	208 V	1	.6								TOGGLE W/ OVERLOADS	1				
BS-3	208 V	1	0.6								TOGGLE W/ OVERLOADS	1				
EDH-1	208 V	3	.6								BY MC	1				
ERV-1	208 V	1		1.69							BY MC					
IU-01	208 V	1	1								TOGGLE W/ OVERLOADS	1				
IU-02	208 V	1	1								TOGGLE W/ OVERLOADS	1				
IU-03	208 V	1	1								TOGGLE W/ OVERLOADS	1				
IU-04	208 V	1	1								TOGGLE W/ OVERLOADS	1				
IU-05	208 V	1	1								TOGGLE W/ OVERLOADS	1				
IU-06	208 V	1	1								TOGGLE W/ OVERLOADS	1				
IU-07	208 V	1	1								TOGGLE W/ OVERLOADS	1				
IU-08	208 V	1	1								TOGGLE W/ OVERLOADS	1				
IU-09	208 V	1	1								TOGGLE W/ OVERLOADS	1				
IU-11	208 V	1	1								TOGGLE W/ OVERLOADS	1				
IU-12	208 V	1	1								TOGGLE W/ OVERLOADS	1				
IU-13	208 V	1	1								TOGGLE W/ OVERLOADS	1				
IU-14	208 V	1	0.3								TOGGLE W/ OVERLOADS	1				
IU-15	208 V	1	0.6								TOGGLE W/ OVERLOADS	1				
IU-16	208 V	1	0.3								TOGGLE W/ OVERLOADS	1				
IU-17	208 V	1	0.4								TOGGLE W/ OVERLOADS	1				
IU-18	208 V	1	1.4								TOGGLE W/ OVERLOADS	1				
IU-19	208 V	1	1.4								TOGGLE W/ OVERLOADS	1				

GENERAL NOTES

- A. COMPLY WITH LATEST ADOPTED NEC AND APPLICABLE CODES/STANDARDS.
- B. SHARED NEUTRALS ARE NOT ALLOWED FOR SINGLE PHASE BRANCH CIRCUITS.
- C. PROVIDE 0-10V CONTROLS WIRING FOR ALL NECESSARY FIXTURES.
- D. EXISTING CIRCUITRY MAY BE USED TO EXTENT POSSIBLE.

KEYNOTES

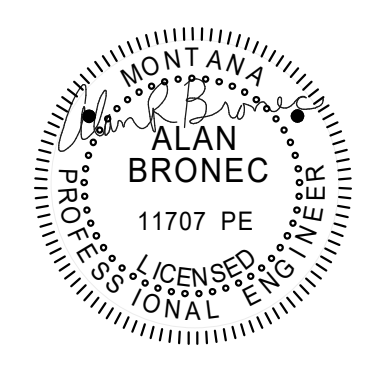
- 1. CONNECT LIGHT FIXTURES TO NEAREST EXISTING CIRCUITRY. CIRCUIT SHALL NOT EXCEED 16 AMPS.



1 SECOND FLOOR - RENO LIGHTING PLAN
E201 1/4" = 1'-0"



CITY OF GREAT FALLS, GREAT FALLS, MT
HUMAN RESOURCE TENANT IMPROVEMENT



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100% BID SET

- 12.20.2021
 PROJECT# | CITYGFCC_HR
 DESIGNED BY | JONES
 DRAWN BY | GALLI
 REVISIONS
- | | | |
|---|------------|--------|
| 1 | 06.10.2022 | ADD 01 |
| 2 | 07.22.2022 | PR-01 |
| 4 | 10.05.2022 | PR-03 |
| 5 | 11.17.2022 | PR-04 |
| 6 | 12.09.2022 | PR-05 |

SECOND FLOOR - RENO LIGHTING PLAN

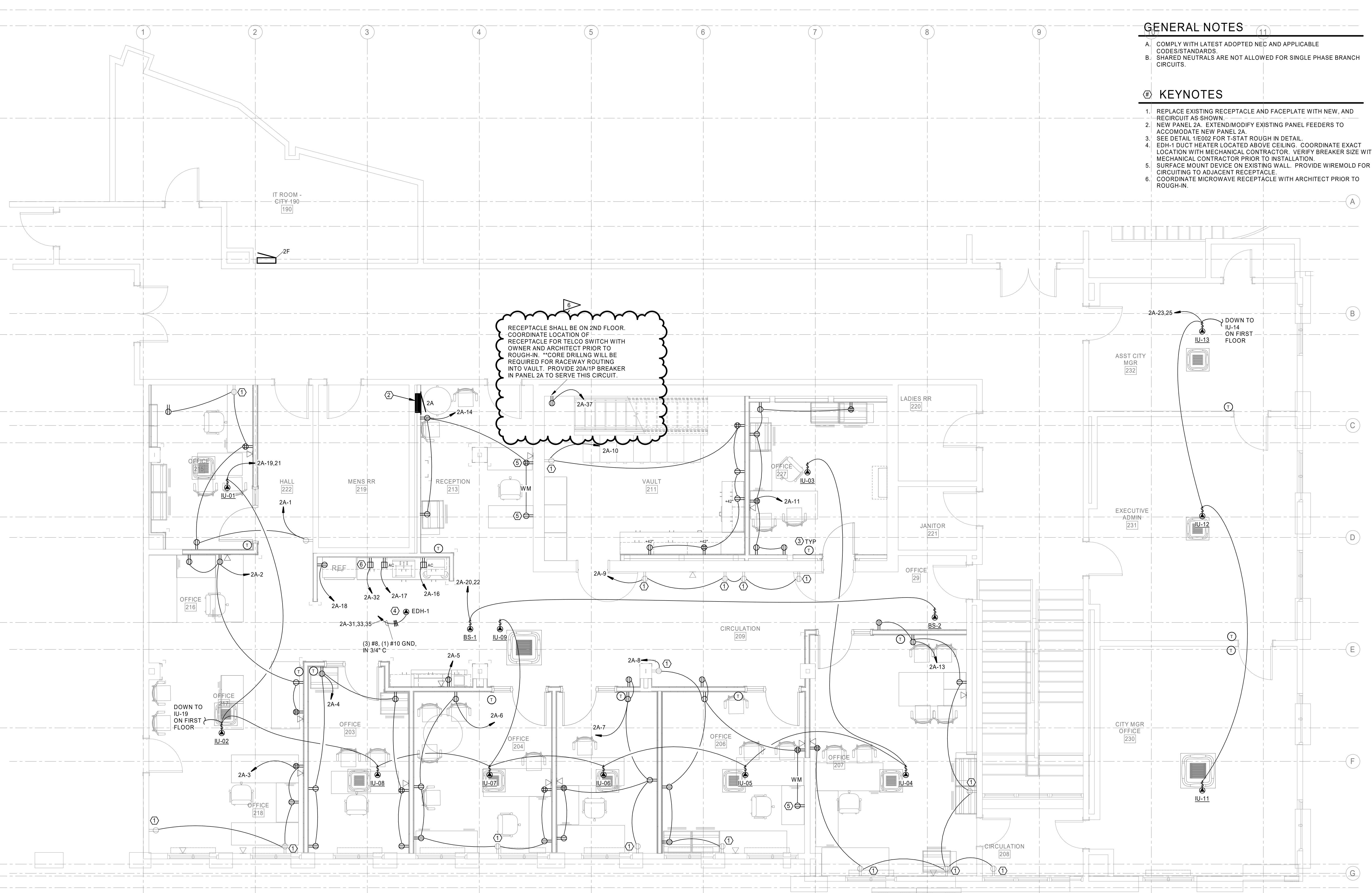
GENERAL NOTES

- A. COMPLY WITH LATEST ADOPTED NEC AND APPLICABLE CODES/STANDARDS.
- B. SHARED NEUTRALS ARE NOT ALLOWED FOR SINGLE PHASE BRANCH CIRCUITS.

KEYNOTES

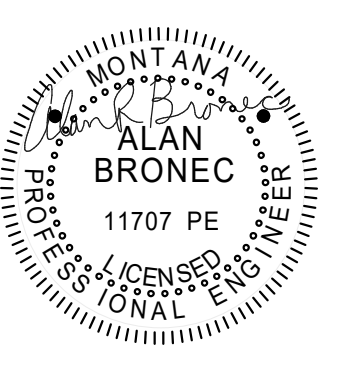
1. REPLACE EXISTING RECEPTACLE AND FACEPLATE WITH NEW, AND RECIRCUIT AS SHOWN.
2. NEW PANEL 2A. EXTEND/MODIFY EXISTING PANEL FEEDERS TO ACCOMMODATE NEW PANEL 2A.
3. SEE DETAIL 11E002 FOR T-STAT ROUGH IN DETAIL.
4. EDH-1 DUCT HEATER LOCATED ABOVE CEILING. COORDINATE EXACT LOCATION WITH MECHANICAL CONTRACTOR. VERIFY BREAKER SIZE WITH MECHANICAL CONTRACTOR PRIOR TO INSTALLATION.
5. SURFACE MOUNT DEVICE ON EXISTING WALL. PROVIDE WIREMOLD FOR CIRCUITING TO ADJACENT RECEPTACLE.
6. COORDINATE MICROWAVE RECEPTACLE WITH ARCHITECT PRIOR TO ROUGH-IN.

RECEPTACLE SHALL BE ON 2ND FLOOR. COORDINATE LOCATION OF RECEPTACLE FOR TELCO SWITCH WITH OWNER AND ARCHITECT PRIOR TO ROUGH-IN. **CORE DRILLING WILL BE REQUIRED FOR RACEWAY ROUTING INTO VAULT. PROVIDE 20A/1P BREAKER IN PANEL 2A TO SERVE THIS CIRCUIT.



1 SECOND FLOOR - RENO POWER PLAN
E301 1/4" = 1'-0"

CITY OF GREAT FALLS, GREAT FALLS, MT
HUMAN RESOURCE TENANT IMPROVEMENT



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12.20.2021
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 2 07.22.2022 PR-01
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SECOND FLOOR - RENO POWER PLAN

E301