



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
November 19, 2024
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.

Meeting Decorum Statement

1. Members of the public shall address their comments to the presiding officer and the Commission as a body and not to any individual member of the Commission or City staff.
2. Speakers shall keep their comments germane to the subject item on the agenda or, during petitions and communications, matters of significant public interest which are within the jurisdiction of the Commission.
3. Be respectful and do not engage in disorderly or boisterous conduct, including but not limited to applause, booing, or making any remarks that are, threatening, profane, abusive, personal, or slanderous that disturbs, disrupts, or otherwise impedes the orderly conduct of our meeting.
4. Signs, placards, banners, or other similar items shall not be permitted in the audience during our City Commission meeting.
5. Remain seated, unless addressing the body at the podium or entering or leaving the meeting. Private or informal conversations may occur outside of the Chambers. Obey any lawful order of the Presiding Officer to enforce the Rules of Decorum.
6. A complete copy of Rule 10 pertaining to the public participation is available on the table in the Commission Chambers and is included with the Meeting posting on the City’s Website.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

PETITIONS AND COMMUNICATIONS

(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.)

1. Miscellaneous reports and announcements.

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, November 6, 2024, City Commission Meeting.
6. Total Expenditures of \$3,076,849 for the period of October 17, 2024 through November 6, 2024, to include claims over \$25,000, in the amount of \$2,205,230.
7. Contracts List.
8. Grants List.

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

9. Professional Services Agreement Amendment No. 1 for the Optimal Corrosion Control Treatment Plan. *Action: Approve or not approve Amendment No. 1 in the amount of \$185,375 to Morrison-Maierle, and authorize or not authorize the City Manager to execute the agreement documents. (Presented by Christoff Gaub)*
10. Civic Center Court Relocation Project: Construction Contract for Data Cabling and Connectivity Features. *Action: Approve or not approve a contract in the amount of \$27,295 with Central Technologies, Inc. utilizing American Rescue Plan Act funds, and authorize or not authorize the City Manager to execute the contract documents. (Presented by Sylvia Tarman)*
11. Termination of the April 20, 1993 Agreement between the City of Great Falls and the Great Falls Public Library Trustees. *Action: Direct or not direct the City Manager to give formal written notification to terminate the 1993 Agreement effective June 30, 2025. (Presented by David Dennis)*

12. 2024 Management Agreement between the City of Great Falls and the Board of Trustees of the Great Falls Public Library for Services and Financial Support through June 30, 2029. *Action: Consider and approve or not approve the 2024 Agreement. (Presented by Commissioners McKenney and Wolff)*

ORDINANCES / RESOLUTIONS

CITY COMMISSION

13. Commission Initiatives.
14. Miscellaneous reports and announcements from the City Commission.

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.

JOURNAL OF COMMISSION PROCEEDINGS
November 6, 2024

Regular City Commission Meeting

Mayor Reeves presiding
 Commission Chambers, Room 206

CALL TO ORDER: 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Cory Reeves, Joe McKenney, Rick Tryon, and Susan Wolff. Commissioner Shannon Wilson was excused. Also present were Public Works Director Chris Gaub, Planning and Community Development Director Brock Cherry, Finance Director Melissa Kinzler, Deputy City Attorney Rachel Taylor, Fire Chief Jeremy Jones, Police Chief Jeff Newton, and City Clerk Lisa Kunz.

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

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

MILITARY UPDATES

1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM MALMSTROM AIR FORCE BASE (MAFB).

Colonel Daniel Voorhies, Commander of the 341st Missile Wing, introduced Senior Airman Triston White. Airman White announced that he works quality assurance with the 341st Missile Maintenance group. He is from Washington State, and enjoys hiking and winter sports, and wants to do some hunting here in Montana.

Colonel Voorhies announced that October 27th marked the 62nd anniversary of having minuteman missiles on alert at MAFB. October 17-25, 2024 was their Global Thunder exercise. For Halloween, they served 700 hotdogs in less than three hours. Under Secretary of Defense for Acquisition and Sustainment, William LaPlante, and the Honorable Brendan Owens, Assistant Secretary of Defense for Energy, Installations, and Environment and Chief Sustainability Officer, toured MAFB with 14 of their high-level staff.

COMMUNITY INITIATIVES

2. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM SHERIFF JESSE SLAUGHTER.

Sheriff Jesse Slaughter made the following announcements:

- A \$1.5 million dollar Crisis Diversion Grant is forthcoming, with the possibility of an additional \$1.5 million. The funds will be used for mental health beds and to reinstitute the mobile response team. Due to the City-County Health Department not having the capacity, the Cascade County Sheriff's Department will hire a coordinator to manage the grant. There

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will be ongoing meetings with City officials, as the City of Great Falls will likely be the greatest end user of the program.

- He has pushed out a lot of information lately about the issues and struggles they are having with the jail. Since 1998, the County Commissioners set up the jail to run completely off revenues. Throughout the years, there has not been enough general fund money to fully fund the jail. When expenses are higher, he has to put more revenue based beds into the facility. To do that, there are less beds for citizens arrested locally. He reported that he is the only sheriff in the State of Montana that allows everyone to be arrested. Other Montana sheriffs have restrictions on who can go to jail. He is trying to avoid future restrictions and is working on big plans to secure future beds and to expand for the growing need of the community. Weekly updates will be posted on his Facebook page.

Commissioner Tryon commented that he would like Sheriff Slaughter to provide Commission updates on a regular basis. He does not think it is really understood how intricately involved our public safety in Great Falls is with the county jail. He thinks the public needs to be more aware of the issues Sheriff Slaughter is experiencing with beds at the jail. He hears from the public what good is it to have more police officers on the street if we don't have jail space for people. He asked Sheriff Slaughter to explain the City-County relationship since the City no longer has a jail.

Sheriff Slaughter reported that the law changed in the 1980's to all detainees being given to the counties. The idea being that everybody in the city pays county taxes. The relationship is that the City of Great Falls is their number one customer. He will be bringing ideas to the City because a mill levy is not on the table.

Commissioner McKenney inquired about restrictions that other communities have.

Sheriff Slaughter responded that the biggest six communities are not taking misdemeanor offenses whatsoever. Another big population that some county jails are not taking at all are people on probation or parole. As of this morning, he has approximately 150 Department of Correction probation and parole offenders in the jail. He reminded everyone that the Justice Reinvestment Act was put into place in 2019. A year later, law enforcement had been involved in 10 officer involved shootings. Eight of those incidents involved probationers. A lot of them committed homicides and other heinous acts prior to that. At that time, he and Police Chief Bowen committed to being more aggressive at keeping those people in jail. Most days, the jail runs 100 over capacity. However, he has to look at the liability and the strain that it is creating on his understaffed jail. He has to get aggressive with plans moving forward and work with his partners to achieve the goal.

In response to Mayor Reeves, Sheriff Slaughter explained that the jail was shut down in 2018 due to overcrowding. The average daily population at that time was in the 480 range. He negotiated a deal with Governor Gianforte to get rid of 160 state inmates that paid \$69 per day, and took on 50 federal inmates that paid \$115 per day. Currently, the daily average population at the jail is 440-450 inmates. To meet his budget, he had to take on more revenue beds, but also at a time with a staffing shortage.

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PETITIONS AND COMMUNICATIONS

3. None.

NEIGHBORHOOD COUNCILS

4. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

BOARDS AND COMMISSIONS

5. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

CITY MANAGER

6. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

City Manager Greg Doyon made the following announcements:

- The Great Falls Public Library will be hosting a cold weather services discussion for the homeless on November 7 at 6:30 p.m.
- Great Falls was listed as one of the 25 cheapest places to live in the United States according to the Kiplinger Personal Finance letter. Our cost of living is about 13.2% below the U.S. average. This draws attention to our community and helps shape people's choices about locating here.
- He encouraged residents to become involved in the City's Growth Management Plan that is currently being developed and is posted on the Planning and Community Development webpage.
- He will be introducing community comparisons as part of his City Manager reports to give people an opportunity to view what it would cost to have a certain valued home if they lived in those other communities.
- City offices will be closed Veteran's Day. Appreciation was expressed to veterans and their families.
- The Public Safety Advisory Committee (PSAC) provided recommendations coming out of the failed public safety levy. Updates will be regularly shared with the Commission and community.

Fire Chief Jeremy Jones reported that during the 2023 election, the proposed public safety mill levy and bond to address critical staffing and infrastructure needs for Great Falls Fire Rescue (GFFR) was not approved by the voters. This funding was intended to tackle significant public safety issues, including addressing the 41% of Great Falls that currently lacks the national standard in firefighting personnel and response times. Additionally, it would have allowed for the establishment of new

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fire stations to enhance emergency coverage and response capability across the city. Without these funds, the fire department remains limited in its ability to meet these critical needs.

In August, the Public Safety Advisory Committee concluded its assessment, which underscored the following recommendations for GFFR:

1. **Personnel Additions:** An additional 16 firefighters and one fire prevention officer are needed to adequately meet community demands and improve response times.
2. **Infrastructure Expansion:** Planning and future development of two additional fire stations to ensure full coverage and compliance with national response standards.
3. **Community Engagement:** Enhanced engagement and partnerships with the community to promote public safety education and preparedness.

These recommendations highlight urgent staffing and facility expansion needs. But, without new funding sources, GFFR cannot move forward in addressing any of these areas.

In response to these challenges, GFFR has undertaken numerous operational response adjustments to maintain the current level of service. Every facet of their operations has been reviewed to ensure they are maximizing resources effectively. However, they are now operating with an “all hands on deck” approach and have reached the limits of what can be accomplished through internal adjustments alone. Further improvements or expansions are simply not feasible under current funding constraints.

Adding to their concerns is the deteriorating condition of the GFFR training center. Without immediate plans or funding to address station and personnel coverage gaps, the ability to maintain high-level training for existing firefighters is crucial. However, the training center has recently lost its remaining firefighting training props, and has infrastructure issues that include asphalt failure causing fire trucks to sink in the mud, are preventing personnel from training to essential standards.

GFFR has successfully secured a donated rail car to improve hazardous materials response training. However, the day to day training needs, such as high-rise operations, motor vehicle extrication, technical rescue, and live firefighting exercises, are non-existent. Currently, GFFR relies on donated vacant buildings and City parking garages to makeshift training sites, which fall short of providing realistic and comprehensive training experiences.

Despite those challenges, GFFR had several achievements to celebrate:

1. Assistant Fire Chief Bob Shupe retired after 29 years of dedicated service.
2. Assistant Chief Mike McIntosh recently graduated from the National Fire Academy’s Executive Fire Officer Program, joining an elite group of 16 firefighters in the state to achieve this designation.
3. Deputy Chief Jeremy Virts was promoted to Assistant Chief of Operations. His extensive experience in EMS and operations will be invaluable in this role.
4. Four new firefighters, Eddie Scheidler, Bryce Nelson, Jake Bloom and Tim Egnoski, will be officially confirmed and pinned on November 20.

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Chief Jones encouraged the Commission's support and awareness during the upcoming legislative session of two key issues impacting GFFR and the community:

- **GEMT Medicare Reimbursement:** Increasing Medicare reimbursement rates under the Ground Emergency Medical Transportation (GEMT) program would enhance funding for emergency medical services, critical to their operations.
- **Building and Fire Code Enforcement:** Strengthening fire code enforcement would improve community safety standards and help the men and women at GFFR mitigate potential emergency risks.

Chief Jones concluded by thanking the Commission for their continued support and attention to the pressing needs and accomplishments of GFFR. GFFR remains dedicated to serving the community with the resources at hand and looks forward to exploring solutions to further safeguard public safety in Great Falls.

Commissioner Tryon asked Chief Jones to keep the Commission up to date on the progress and status of those two legislative issues.

CONSENT AGENDA.

7. Minutes, October 15, 2024, City Commission Meeting.
8. Total Expenditures of \$4,686,174 for the period of October 3, 2024 through October 16, 2024, to include claims over \$25,000, in the amount of \$4,072,295.
9. Contracts List.
10. Ratify a natural gas supply contract with Energy West Resources extended for a one-year period from November 1, 2024 to October 31, 2025.
11. Approve the purchase of one Wirtgen W120FI pavement milling machine from RDO Equipment of Great Falls, Montana through Sourcewell, for a total of \$602,270.30 as budgeted through the Fiscal Year 2025 Equipment Revolving Schedule.
12. Approve a Professional Services Agreement in the amount \$176,870 with Woith Engineering Inc., for the 4th Avenue North Street Reconstruction project, and authorize the City Manager to execute the agreement documents as budgeted in the Fiscal Year 2025 Public Works Capital Improvement Plan. **OF 1826.0**
13. Approve a construction contract in the amount of \$996,500 with MJD Contracting, for the Hill 57 Pump Station Improvements project as budgeted in the Fiscal Year 2025 Public Works Capital Improvement Plan. **OF 1056.1**

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

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

Commissioner McKenney referred to Item 10 and inquired how often the price is adjusted and if there was a cap.

Manager Doyon responded that he would contact the consultant and provide a response. The consultant recommended extending the contract for one year as the best deal for the City until things stabilize further.

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

Motion carried 4-0.

PUBLIC HEARINGS

14. RESOLUTION 10564, CERTIFYING THE ABATEMENT OF A NUISANCE AND STATEMENT OF EXPENSE, ADDRESSED AS 613 9TH AVENUE SOUTH, IS COMPLETED.

Mayor Reeves opened the public hearing and asked for presentation of the agenda report.

Planning and Community Development Director Brock Cherry reported that Resolution 10533 was adopted by the City Commission on February 20, 2024, and declared the subject property a nuisance and authorized City staff to force abatement if necessary. Property owner, Mr. Welling, did not complete the abatement within the designated time period set forth in the resolution.

In order to abate the subject nuisance, City staff contracted with ALR Contracting LLC to secure the residence, temporary structure and garage, remove rubbish and exterior storage, and remove three (3) non-compliant vehicles from the property. The securing, and removal of rubbish and exterior storage and non-compliant vehicles was completed on September 5, 2024. The cost of the project was \$9,450.00.

Adoption of Resolution 10564 will certify that the subject nuisance has been abated and confirms the Statement of Expense. This action is required by OCCGF 8.49.060 and 070. Notice of the consideration of this Resolution was provided to the property owner and all other interested parties via certified mail, return receipt requested on September 18, 2024, as well as regular mail, and posting the notice on the subject property (front and rear).

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Should the Commission adopt the Resolution under consideration, the subject property owner may pay the outstanding balance to the City Finance Department within five (5) calendar days. If the property owner does not pay the outstanding balance within that time, the costs will be collected as a special assessment on the subject property.

Mayor Reeves asked if the Commissioners had any questions of Director Cherry. He received clarification that a special assessment is a lien placed on the property.

Commissioner Tryon inquired the timeframe for the lien to be paid.

Finance Director Melissa Kinzler reported that the lien remains recorded against the property until the property is sold.

Mayor Reeves received clarification that the lien does not accrue interest.

Mayor Reeves asked if there were any comments from the public in favor of or in opposition to Resolution 10564.

Hearing none, Mayor Reeves closed the public hearing and asked the will of the Commission.

Commissioner Tryon moved, seconded by Commissioner McKenney, that the City Commission adopt Resolution 10564.

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

In response to Commissioner Wolff's inquiry, Finance Director Kinzler and Manager Doyon explained the City would be a recipient of the lien amount if it went through the County tax sale process.

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

Motion carried 4-0.

OLD BUSINESS

15. **LIFT STATION NO. 1 REPAIRS PROJECT – GENERAL CONTRACTOR CONSTRUCTION MANAGER (GCCM) ALTERNATIVE PROJECT DELIVERY CONTRACT ADOPTED THROUGH RESOLUTION 10487. OF 1758.1**
16. **LIFT STATION NO. 1 REPAIRS PROJECT – GENERAL CONTRACTOR CONSTRUCTION MANAGER (GCCM) ALTERNATIVE PROJECT DELIVERY CONTRACT ADOPTED THROUGH RESOLUTION 10487. OF 1758.1**

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Public Works Director Chris Gaub reported that these projects will implement recommendations from the June 2021 “*Feasibility Study for Sewage Lift Station No. 1 Supplemental Forcemain*”, including improvements and repairs to Lift Station #1 (LS1), which pumps sanitary wastewater across the Missouri River to the City’s Wastewater Treatment Plant (WWTP). On April 16, 2024, staff facilitated a Work Session to discuss a \$9 million budget shortfall that was discovered during the design phase of the project. The General Contractor Construction Manager (GCCM) identified the budget discrepancy well before construction started and, as a result, the scope of the project was modified to focus on LS1 improvements in Phase 1. A future Phase 2 project will focus on the forcemain.

The design phase is near completion and City staff, TD&H, and Prospect Construction Inc. recommend moving forward with pre-procurement of long lead time equipment necessary for the project. Early procurement decreases the schedule and allows for greater quality control of equipment. For item 15, pre-procurement items consist of project specific pump control valves, panels, and associated services that total a not-to-exceed amount of \$585,112.03. For item 16, pre-procurement items consist of project specific pump control valves, panels, and associated services that total a not-to-exceed amount of \$1,081,777.98. Prospect Construction Inc. will be responsible for the scheduling, delivery, and storage of the equipment until it is installed. The project has received approximately \$5.9 million in ARPA grants, which have a spending deadline of December 31, 2025. This pre-procurement effort, in part, will help to ensure that ARPA dollars are spent prior to the deadline.

For item 15, the project team recommends that the Commission approve sole source procurement by the manufacturer Dezurik for this agreement, as it is in the best interest of the City to obtain reliable equipment provided by a single vendor. Dezurik is recognized worldwide as an industry leader in pump control valves manufacturing. The distributor for Dezurik is Yellowstone Waterworks based out of Billings. Their product will excel in this use and is preferred for simplicity of programming, maintenance, and existing systems integration. For item 16, the project team recommends that the Commission approve sole source procurement by the distributor Morrison Pump Company and Border States (through Integrity Pump Solutions), a business unit of Patterson, for this agreement, as it is in the best interest of the City to replace existing Patterson equipment with equipment from the same vendor. Additionally, Variable Frequency Drives and associated systems are proposed to be sole sourced from Allen Bradley. The City has accumulated spare parts for these systems to keep critical system infrastructure functional and reliable. Use of these products will ensure simplicity of programming, maintenance, and existing systems integration.

There are no foreseen adverse impacts to workloads for City staff with the approval of these items. Public Works staff will continue to provide project management and collaboration support for the project. TD&H will review shop drawings and other submittal items to ensure the pre-procured items are in conformance with the design and specifications. Prospect Construction Inc. will facilitate the pre-procurement.

The project has been selected, prioritized and executed in accordance with the Public Works Capital Improvements Program. State ARPA Minimum Allocation Grant funds (\$3,854,585.00), State ARPA Competitive Grant funds (\$2,000,000.00), and the remainder being provided by the City sewer treatment funds are programmed for funding this project.

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Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission approve an Early Work Amendment – Procurement Agreement to Prospect Construction, Inc. for Pre-Procurement of Project Equipment in the amount of \$585,112.03 for the Lift Station No. 1 Repairs Project and authorize the City Manager to execute the agreement documents.

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

Motion carried 4-0.

Commissioner Wolff moved, seconded by Commissioners McKenney and Tryon, that the City Commission approve an Early Work Amendment – Procurement Agreement to Prospect Construction, Inc. for Pre-Procurement of Project Equipment in the amount of \$1,081,777.98 for the Lift Station No. 1 Repairs Project and authorize the City Manager to execute the agreement documents.

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

Motion carried 4-0.

NEW BUSINESS

17. WASTEWATER TREATMENT PLANT WESTSIDE PUMP STATION IMPROVEMENTS AND BAR SCREEN REPLACEMENT PROJECT. OF 1633.8

Public Works Director Chris Gaub reported that this project improves the Westside Pump Station at the Great Falls Wastewater Treatment Plant (WWTP). At this station, raw wastewater flows from the City into a concrete channel, through two sluice gates, and through two automated bar screens. The bar screens remove large debris from the raw wastewater and deposit it in a dumpster for disposal.

The main portion of the project replaces the existing 1972 non-operational bar screen with a new one that includes a new washer/compactor. This will wash, compact, and deposit the screened material in a container, increasing the dryness of the material and reducing the volume for waste disposal. Additional components of the project consist of bypass pumping, repairing and coating the concrete channels, replacing two sluice gates, and other associated HVAC, electrical, process, and structural upgrades.

In June of 2022, the City Commission approved a *Professional Services Agreement* with Morrison-Maierle Engineering to design, facilitate bidding, and provide construction phase services for the project.

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The project was advertised three times, on September 22, September 29, and October 6, 2024 in the Great Falls Tribune. Morrison-Maierle also assisted the City by reaching out to five or more qualified contractors in the area prior to bidding. The project was also posted on the City website and the Great Falls Builder’s Exchange, which advertised the project statewide. In spite of these efforts, only one bid was received, which was from Sletten Construction Company, on October 16, 2024. Sletten’s bid was \$1,960,500.00 for the base bid items and \$27,300.00 for two additive items, for a total bid of \$1,987,800.00.

The project has been selected, prioritized, and executed in accordance with the Public Works Capital Improvements Program and budgeted in the Sanitary Sewer Treatment Enterprise Fund. City staff recommends approving the construction contract, including the two bid additive items, with Sletten Construction Company in the amount of \$1,987,800.00.

The project will utilize available funds budgeted in accordance with the Public Works Capital Improvements Plan.

Commissioner Tryon moved, seconded by Commissioner McKenney, that the City Commission approve a construction contract in the amount of \$1,987,800.00 with Sletten Construction Company, for the Wastewater Treatment Plant Westside Pump Station Improvements and Bar Screen Replacement project, and authorize the City Manager to execute the agreement documents.

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

Motion carried 4-0.

ORDINANCES / RESOLUTIONS

CITY COMMISSION

18. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Mayor Reeves received clarification that the building warranty will cover door issues and leaky roof at the new Scheels Aim High Big Sky Recreation Center.

19. COMMISSION INITIATIVES.

None.

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ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Reeves, to adjourn the regular meeting of November 6, 2024, at 7:52 p.m.**

Motion carried 4-0.

Mayor Reeves

City Clerk Lisa Kunz

Minutes Approved: November 19, 2024

DRAFT



Commission Meeting Date: Nov, 19th, 2024
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
<https://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 CHECKS	10/17/2024 - 11/06/2024	2,250,802.20
MISCELLANEOUS ACCOUNTS PAYABLE WIRES	10/17/2024 - 11/06/2024	759,223.16
	SUB TOTAL: \$	<u>3,010,025.36</u>
MUNICIPAL COURT CHECKS	10/17/2024 - 11/06/2024	66,824.07
	GRAND TOTAL: \$	<u>3,076,849.43</u>

GENERAL FUND

FIRE

L N CURTIS & SONS	FF TURNOUT COAT AND PANT	31,680.00
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SPECIAL REVENUE FUNDS

COVID RECOVERY

A T KLEMENS INC	AR142306 CIVIC CNTR BOILER REPLC PMT10	38,759.89
WADSWORTH BUILDERS COMPANY INC	AR162401 OF1750.3 CC RELOCATE PMT7	368,956.52
WADSWORTH BUILDERS COMPANY INC	AR212301 1684.3 GFPD EVID EXPAN PMT 8	230,392.40

LIBRARY FOUNDATION

CTA ARCHITECTS ENGINEERS CUSHING	PROFESSIONAL SERVICES FOR SEPT 2024	32,470.00
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PLANNING & COMMUNITY DEVELOPMENT

VRD AT GREAT FALLS LLC	CALIBER COLLISION SUSPENSE	45,893.25
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DEBT SERVICE FUNDS

DOWNTOWN TID BONDS

ENBAR INC	DOWNTOWN TIF REIMBURSEMENT REQUEST	34,933.49
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CAPITAL PROJECT FUNDS

ENTERPRISE FUNDS

WATER

CAPCON LLC OF 1432.5 SW SIDE WMR PH 4/PMT2 404,448.48

PARKING

STANDARD PARKING CORPORATION SEPTEMBER 2024 PARKING SERVICES 33,090.18

CIVIC CENTER EVENTS

DIAMOND HORSESHOE PRODUCTIONS ONE NIGHT IN MEMPHIS SETTLEMENT 29,143.31

VOICE ART GROUP SWAN LAKE MANSFIELD GREAT FALLS 58,664.61

INTERNAL SERVICE FUNDS

CENTRAL GARAGE

MOUNTAIN VIEW CO-OP UNLEADED AND DIESEL FUEL - FY 2025 45,310.17

TRUST AND AGENCY FUNDS

COURT TRUST MUNICIPAL COURT

CITY OF GREAT FALLS FINES & FORFEITURES COLLECTIONS 42,714.72

PAYROLL CLEARING

STATE TREASURER MONTANA TAXES 78,170.07

FIREFIGHTER RETIREMENT FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS 59,091.08

STATEWIDE POLICE RESERVE FUND POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS 74,883.14

PUBLIC EMPLOYEE RETIREMENT PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS 154,791.49

US BANK FEDERAL TAXES, FICA & MEDICARE 246,256.16

NATIONWIDE RETIREMENT SOLUTIONS EMPLOYEE CONTRIBUTIONS 29,510.46

UTILITY BILLS

NORTHWESTERN ENERGY ELECTRIC SUPPLY OCTOBER 2024 47,177.53

HIGH PLAINS LANDFILL LANDFILL CHARGES OCT 2024 118,893.36

CLAIMS OVER \$25,000 TOTAL: \$ 2,205,230.31

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

DATE: November 19, 2024

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	Public Works – Environmental	Wendfalls LLC	Permanent	N/A	Maintenance Agreement for the operation of Wendy’s private storm water systems at 139 NW Bypass located in ½ of Section 2, T20N, R3E PM MT, City of Great Falls, Cascade County, Montana
B	Public Works – Environmental	EC Developments II LLC	Permanent	N/A	Maintenance Agreement for the operation of Panda Express’ private storm water system at 521 3 rd St NW located in Lot 6B, Block 4 of Survey No. S-0005355, S ½ of Section 2, T20N, R3E, PM MT Cascade County, Montana

C	Public Works – Environmental	Great Falls North Apartments LLC	Permanent	N/A	Maintenance Agreement for the operation of Arc Apartments’ private storm water system at 1800 Division Rd located in the NE ¼ of Section 2, T20N, R3E, PM MT, Cascade County, Montana
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CITY OF GREAT FALLS, MONTANA

COMMUNICATION TO THE CITY COMMISSION

DATE: November 19, 2024

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	Great Falls Public Library Foundation	Robbins de Beaumont Foundation	01/01/2025- 12/31/2025	\$30,000	\$2,431 Ready-to-Read grant \$2,000 other “best use” donations No City funds will be used. No Library operational funds will be used.	Ratification of grant submittal to support an Early Literacy Outreach Specialist position for a 12-month pilot program. The Robbins de Beaumont Foundation may choose to extend the funding for a second year. Approval will result in a budget adjustment to account for the new position.



Commission Meeting Date: November 19, 2024
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Professional Services Agreement Amendment No. 1: Optimal Corrosion Control Treatment Plan, OF 1527.8

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Consider and approve Professional Services Agreement Amendment No. 1

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (approve/not approve) the Professional Services Agreement Amendment No. 1 in the amount of \$185,375.00 to Morrison-Maierle, for the Optimum Corrosion Control Treatment Plan project, and authorize the City Manager to execute the agreement documents."

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

Staff Recommendation: Approve the Professional Services Agreement (PSA) Amendment No. 1

Summary:

Per a Montana Department of Environmental Quality (DEQ) requirement, the City retained Morrison-Maierle to perform an Optimum Corrosion Control Treatment (OCCT) study for the Water Treatment Plant in 2023. The study determined that adjusting the pH level of the finished water and adding orthophosphate would provide the optimized level of corrosion protection required by DEQ against known and unknown lead piping. DEQ approved this method on March 14, 2024. Amendment No. 1 to the PSA would approve Morrison-Maierle for the design, bidding, and construction administration of the treatment plan.

Background:

Results from routine water sampling for lead and copper at targeted lead service sites in June 2023 indicated a slight increase of lead leaking into tap water, exceeding the level set by DEQ to be considered optimized for corrosion. DEQ sent a letter to the City dated August 11, 2023, requiring a plan for OCCT. As noted in the letter, the concentration of lead in the water sample was not a DEQ violation, but failure to install OCCT within 24 months of DEQ approval of the selected treatment type is. The City submitted a remedy in March 2024, which DEQ approved on March 14, 2024. The date of required completion of the remedy is March 14, 2026.

Workload Impacts:

Morrison-Maierle will complete engineering design, bidding, and construction contract documents for the recommended corrosion control treatment options. Following award of the project, they will provide part time inspection.

Purpose:

This project is being driven by DEQ and EPA requirements to provide protective scale for corrosion resistance of lead and copper lines within the City.

Project Work Scope:

The Consultant's PSA will include the following tasks:

- Project Design
 - Preparation of 60%, 90%, and Final Construction Plans
- Bid Assistance
- Submit construction documents, Design Report to DEQ and City of Great Falls Building Permit for review and approval.

Conclusion:

This project has been mandated by DEQ. The solution was selected and prioritized to provide the least fiscal impact and to minimize changes to existing water treatment, while bringing lead concentrations back into optimized compliance under DEQ. City Staff recommends approving Amendment No. 1 to the PSA with Morrison-Maierle, in the amount of \$185,375.00.

Fiscal Impact:

The budget for the original study was \$55,095.00. The design budget will increase by \$185,375.00 and the construction budget is estimated to cost around \$700,000.00. Budgeted funds will come from the Water Enterprise Fund.

Alternatives:

The City Commission could vote to deny the PSA Amendment No. 1 and request Staff look for another Consultant to perform the service, or cancel the project. Seeking another Consultant may result in a missed completion deadline. Canceling the project would mean failure to comply with DEQ's mandate.

Attachments/Exhibits:

PSA – Amendment No. 1
 Attachment A - Scope of Services
 Attachment B – Estimated Fee
 Project Summary Sheet

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT is entered into this ____ day of _____, 2024 by and between the CITY OF GREAT FALLS, a Municipal Corporation, hereinafter referred to as “OWNER” and MORRISON-MAIERLE hereinafter referred to as “ENGINEER” and agrees as follows:

1. The OWNER and ENGINEER entered into a Professional Services Agreement for the project known as OPTIMUM CORROSION CONTROL TREATMENT PLAN (O.F. 1527.8), dated the 18th day of October 2023; and
2. The OWNER and ENGINEER mutually agree to modify the original completion date from the 29th day of February, 2024 to the new completion date of the 30th of December, 2027; and
3. The OWNER and ENGINEER mutually agree to modify the Scope of Services located in Exhibit ‘A’ of the Agreement as follows:

SECTION A – BASIC SERVICES OF ENGINEER

Additional Services that shall be provided under this contract amendment are as follows:

- A. See attached Attachment A for the additional scope of services. Additional services include the project management and design of the Montana Department of Environmental Quality required corrosion control outlined in the “Optimum Corrosion Control Treatment Plan”, including construction administration and construction inspection of the project.

4. The OWNER and ENGINEER mutually agree to the payment section as follows:

SECTION B – COMPENSATION

Compensation to ENGINEER for Additional Services under this contract amendment shall be as follows:

- A. The OWNER shall compensate the ENGINEER for additional services included under SECTION A, above on an hourly rate basis, plus reimbursable expenses incurred, according to the Engineer’s fee schedule, Attachment B attached to this amendment, with a not to exceed cost of **\$185,375.00**. Bringing the total agreement amount to **\$240,470.00**.


5. All other conditions and provisions of the Agreement entered into and approved by the Commission on October 17, 2023 remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 to Professional Services Agreement the day and year first above written.

CITY OF GREAT FALLS

MORRISON-MAIERLE

By: _____
Gregory T. Doyon, City Manager

By:  _____
Ryan C. Jones, PE

Attest:

By: _____
Lisa Kunz, City Clerk

(Seal of the City)

*Approved as to Form:

By: _____
David G 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.

**ATTACHMENT A
SCOPE OF SERVICES**

**CITY OF GREAT FALLS
CORROSION CONTROL IMPLEMENTATION DESIGN AND CONSTRUCTION
ADMINISTRATION**

August 6, 2024

Background. Morrison-Maierle recently completed an optimal corrosion control treatment (OCCT) study for the City of Great Falls in response to a letter received from the Montana Department of Environmental Quality (MDEQ) informing the City that, due to recent water sample testing results, the City’s water system was no longer deemed optimized for corrosion control. The OCCT study prepared by Morrison-Maierle was submitted by the City to MDEQ for review. The recommendations outlined in the report were approved for implementation. City Staff has requested for Morrison-Maierle to proceed with design of the recommended corrosion control treatment options, including caustic and orthophosphate storage and feed systems, and perform bidding and construction administration services and part time construction inspection. Morrison-Maierle will also complete a chlorine alternative study as part of the project.

Scope. The scope of work is described in detail below and specifically includes the following:

- Task 100 – Project Management
- Task 200 – Design Phase
- Task 300 – Chlorine Alternative Study
- Task 400 – Bidding
- Task 500 – Construction Administration
- Task 600 – SCADA Implementation
- Task 700 – Post Construction
- Task 800 – Miscellaneous Tasks

The details of the project scope are broken down in the following detailed Tasks.

TASK 100 – PROJECT MANAGEMENT

Project Management. This task includes the work related to execution of any contract amendments or scope changes that may arise throughout the course of the project. This task also includes project management, such as coordinating with the City on critical issues, review meetings, managing activities within task budgets, and monitoring project progress. Project activities will be monitored for potential changes, with an emphasis on anticipating changes whenever possible, and, with the City’s approval, project tasks and approach will be modified to keep the overall project within budget and on schedule.

Invoicing. This task includes preparation of monthly invoices associated with the work and submission to the City in a clear and concise format that illustrates the progress to date and budget status to date.

Progress Meetings. This task includes regular check-in meetings (monthly) to coordinate progress with City Staff.

TASK 200 –DESIGN PHASE

Design work will include:

- Kickoff meeting with City staff,
- Chemical storage tank sizing,
- Chemical feed pump design,
- Structural analysis of existing UV building floor for support of new tanks and masonry walls,
- Architectural design to match existing building,
- Chemical feed routing to injection (pre and post surge basin),
- Electrical and instrumentation design elements,
- 60% and 90% design drawing deliverables,
- Design reviews with City (1),
- Basis of Design report,
- Construction cost estimate,
- DEQ submittal, coordination, and follow-up,
- City of Great Falls Building permit submittal and coordination, and
- 100% design documents.

60% documents will be submitted to City staff for review and comments. Design drawings will include demolition, architectural, structural, process, mechanical, electrical, and instrumentation and control. The drawings will be advanced to a 90 percent design adding details and notes as well as incorporating applicable City review comments. A final design review meeting will be conducted with City staff and then agency review drawings will be prepared and submitted to the applicable agencies.

The electrical and instrumentation design will be incorporated into the plant's existing system. Additional load panels and Remote Terminal Units may be necessary for the new equipment.

Some selective demolition and relocation of HVAC, plumbing and electrical is anticipated in the existing space to be repurposed for the new chemical feed systems.

An internal Morrison Maierle technical QA/QC review will be completed at various stages of the design phase. The applicable MDEQ permit application and City Building permit will also be completed and submitted with the design documents. Final drawings and specifications will be prepared, incorporating Agency review comments, for project advertising and bidding.

Deliverables. 60% and 90% review documents, basis of design report, MDEQ permit application, City of Great Falls Building permit application, updated construction cost estimate, and final drawings and specification documents.

TASK 300 –Chlorine Alternative Study

This task involves an evaluating of the existing gas chlorine delivery system at the water plant compared to implementing a new onsite sodium hypochlorite generation system or onsite storage and delivery of a hypochlorite solution for primary disinfection.

Work will include:

- Review of the existing gas chlorine delivery system, including relocation and O&M costs during the cost comparison timeline (20 years),
- Obtain design information and budgetary quotes from up to two onsite sodium hypochlorite generation system suppliers,
- Obtain design information and budgetary quotes from up to two suppliers of hypochlorite storage and feed equipment,
- Preliminary evaluation of a new onsite sodium hypochlorite generation system including location of system, installation, and O&M costs,
- Preliminary evaluation of new hypochlorite solution delivery system including location of system, installation, and O&M costs.
- Prepare a side-by-side life cycle cost comparison for all three systems,
- Review meeting with City staff to go over the cost comparison findings and preliminary implementation concepts.

Deliverables. Summary of conceptual level alternatives, feasibility, and costs.

TASK 400 – BIDDING

Bidding of the project will be supported by Morrison-Maierle to meet City and State law for procurement of services and equipment by municipalities. It is anticipated that a Design-Bid-Build project delivery approach will be utilized. Other project delivery options may require additional engineering fee. Drawings and specifications with contract documents will be produced and advertised. Coordination with contractors and the City to address questions during the bidding period is anticipated. A pre-bid meeting, production of addenda, bid opening, and award recommendation will be provided.

Deliverables. Pre-bid meeting minutes, bid addenda (if any), bid tabulations, and bid recommendation.

TASK 500 – CONSTRUCTION ADMINISTRATION

This task includes work related to engineering services provided during the construction phase of the project.

- **Construction Phase Management.** Morrison-Maierle will provide contract administration for the construction project. The construction phase services are limited to attendance at four construction meetings including the preconstruction meeting plus three (maximum) progress meetings, preparation of change order documents, review and approval of a maximum of three contractor pay applications on a monthly basis, assistance with preparation of project closeout

documents, and final completion forms. Weekly summary reports of construction will be prepared and submitted to City staff.

- **Material Submittal and RFI Review and Responses.** Morrison-Maierle will review shop drawings and other submittals and provide responses and review and will RFIs and provide responses.
- **Construction Observation.** For the purpose of this scope of service, it is assumed that the construction duration will be a maximum of 8 weeks. Construction observation by the Resident Project Representative will be on a part time basis for approximately fifteen (15) hours each week of the construction duration. Project engineer(s) will also provide one site visit per week. Construction observation will be provided to allow adequate observation to ensure that the work was completed according to the plans and specifications. Daily logs will be prepared and submitted to the City. A total of 120 hours (8 weeks at 15 hours per week) has been budgeted for a Resident Project Representative (RPR) to be onsite during project construction.
- **Start-Up, Monitoring and Engineering Support.** Morrison-Maierle will provide onsite support during equipment start-up and initial monitoring of chemical dosing and finished water residual. This support will include verification of equipment operations and treatment results.

TASK 600 – SCADA IMPLEMENTATION (AE2S)

This task includes work related to SCADA implementation services provided during the construction phase of the project.

- **Project Management.** This task involves project management, such as managing activities within the task budget and monitoring task progress.
- **60% and 90% Design Review.** This task involves AE2S reviewing plans and specifications related to instrumentation and controls at 60% and 90% design milestones and providing comments to Morrison-Maierle to incorporate into the final design.
- **PLC and Equipment Programing.** This task involves AE2S programming the contractor provided PLCs and equipment for the new chemical feed systems to incorporate into the existing Water Treatment Plant SCADA system.
- **Controls Startup, Demonstration, and Training.** This task involves AE2S being onsite to assist with startup up of the new chemical feed control systems and providing City staff with training and support with the new control systems.
- **Post Startup Support.** This task involves AE2S providing post startup support of the new chemical feed control systems to City staff.

TASK 700 – POST-CONSTRUCTION

This task includes work related to engineering services provided during the post-construction phase of the project.

- **Operation and Maintenance Manual.** Morrison-Maierle will prepare an O&M manual for the new chemical feed systems and distribution system monitoring. The document will include long term OCCT monitoring based on MDEQ requirements.
- Record drawings will be prepared and delivered to the City based on field notes of changes to the drawings during construction. Records drawings will be mylar, 24 inch x 36 inch drawings, as well as half size drawings and electronic PDF version.
- Warranty and defective work will be monitored with the City and coordinated with the contractor as needed.
- Approximately one year following construction, Morrison-Maierle will conduct a one-year warranty inspection and provide a report to the City.

Deliverables. Record drawings, O&M manual, and warranty inspection report.

TASK 800 – MISCELLANEOUS TASKS

Various miscellaneous tasks and efforts may be requested by the City during the design tasks or during construction. The Consultant will perform such tasks on an as-needed/assigned basis and develop additional scope of work and an associated engineering fee estimate.

Deliverables. As assigned and applicable.

Schedule

The estimated project schedule is provided in the table below.

Estimated Project Schedule	
<i>Project Task</i>	<i>Estimated Timeframe</i>
1. Contract Execution	Sept. 2024
2. Preliminary Design	Sept. – October 2024
3. City Review	Oct. – Nov. 2024
4. Final Design	Nov. – Dec. 2024
6. Agency Submittal	Dec. – Jan. 2025
7. Advertising and Bidding	Feb. – April 2025
8. Project Award	May 2025
9. Construction Contract Execution	June 2025
10. Construction	Oct. – Dec. 2025
11. Project Closeout	Dec. 2025
12. One Year Inspection and Certification	Dec. 2026

Efforts and Items Not Included in Scope:

The following efforts and items are not included in the scope of services presented above nor in the fee provided below.

- Agency permitting fees.
- Project advertisement costs.
- Value engineering effort.
- Re-bidding effort.

City Responsibilities:

- City staff to provide review comments of preliminary design documents.
- Permitting and review fees
- Bidding advertisement costs
- Lab testing for chemical/process calibration

Estimated Budget. \$136,378.00 (base fee) + \$13,657.00 (expenses) + \$30,340.00 (SCADA implementation) + \$5,000.00 (miscellaneous tasks) = \$185,375.00

See Attachment B – Estimated Fee

CITY OF GREAT FALLS
Corrosion Control Implementation Design and Construction Administration

ATTACHMENT B - ESTIMATED FEE

TASK/TASK DESCRIPTION	ESTIMATED LEVEL OF EFFORT - STAFF HOURS														TOTAL COST
	SUPERVISING ENGINEER IV	SUPERVISING ENGINEER II	SUPERVISING ENGINEER I	SENIOR ENGINEER I	DESIGN ENGINEER I	DESIGN ENGINEER I	ENGINEER INTERN II	RESIDENT PROJECT REP.	CAD DESIGNER III	ADMIN COORD. III	(AE2S) SCADA PM	(AE2S) SCADA I&C	TOTAL HOURS		
Task 100 Project Management															
Project Management					12					2			14		
Monthly Invoicing and Budget Management					4								4		
Subtotal	0	0	0	0	16	0	0	0	0	2			18	\$3,004.00	
Task 200 Design Phase															
Design Kickoff Meeting / Site Visit	4		4		2	4	4						18		
60% Design Documents													0		
Prepare Drawings, Technical Specs & Contract Documents	4		16	16		16	32			80			164		
90% Design Documents													0		
Prepare Drawings, Technical Specs & Contract Documents	8		12	12		12	24		40				108		
City Review Meeting	4				2		4						10		
Prepare Basis of Design Report	4				2		36			2			44		
Quality Assurance Review	4	16			2								22		
DEC Submittal and Follow-up	1				2		16						19		
City Building Permit Submittal and Follow-up					2		4						6		
Final Project Bkd Documents													0		
Prepare Final Drawings & Contract Documents	1		4	4	2	4	4		20				37		
Update Construction Cost Estimate	1						2						5		
Subtotal	31	16	36	32	14	36	126	0	140	2			433	\$77,480.00	
Task 300 Chlorine Alternative Study															
Review of Existing System vs Alternatives	2						8						10		
Summary and Cost Evaluation	2	1			1		4						8		
Review Meeting with City	2				2		4						8		
Subtotal	6	1	0	0	3	0	16	0	0	0			26	\$4,714.00	
Task 400 Bidding															
Bid Package Advertisement and Distribution					4		4			8			16		
Pre-Bid Conference					4		4						8		
Bid Questions and Addenda	2		2	2	4	2	4		2				18		
Bid Opening					2		2		2				2		
Bid Review & Recommendation of Award					2		4		4				8		
Prepare Executed Contract Documents					4				4				8		
Subtotal	2	0	2	2	20	2	16	0	0	16			60	\$9,518.00	
Task 500 Construction Administration															
Construction Phase Management					16		8			2			18		
Material Submittal and RFI Review and Responses	2		2	2	8	2	8						24		
Construction Observation					16			120					136		
Start-up and Engineering Support	4	4			4		16						28		
Subtotal	6	4	2	2	44	2	24	120	0	2			206	\$32,162.00	
Task 600 SCADA Implementation (AE2S)															
Project Management	2				14						4		20		
60% and 90% Design Review											2	8	10		
PLC and Equipment Programming											4	60	64		
Controls Startup, Demonstration, and Training											1	40	41		
Post Startup Support											1	8	9		
Subtotal	2	0	0	0	14	0	0	0	0	0	12	116	144	\$30,340.00	
Task 700 Post-Construction Services															
Operation and Maintenance Manual	4	2			2		24						32		
Record Drawings					2				8	2			12		
Warranty and Defective Work					4			4					8		
One-Year Inspection					4			2					6		
Subtotal	4	2	0	0	12	0	24	6	8	2	0	0	58	\$9,500.00	
Task 800 Miscellaneous Tasks															
Miscellaneous Tasks as Required or Assigned														\$5,000.00	
TOTAL HOURS REQUIRED	51	23	40	36	123	40	206	126	148	24	12	116	945		
HOURLY LABOR RATE	280.00	246.00	246.00	197.00	172.00	172.00	142.00	142.00	164.00	126.00	222.00	213.00			
TOTAL COST OF LABOR	\$14,280	\$5,658	\$9,840	\$7,092	\$17,156	\$6,880	\$29,252	\$17,892	\$24,272	\$3,024	\$2,664	\$24,708	\$166,718	\$171,718	

MMI DIRECT EXPENSE DESCRIPTION	NUMBER		UNIT COST (\$)	TOTAL COST (\$)	ASSUMPTIONS
	UNITS	UNITS			
Architect	lump sum	1	7500	7500	
I&C Sub-Consultant	lump sum	1	3500	3500	
Survey Equipment	days	1	500	500	
Automobile Travel	miles	720	0.80	576	4 trips from Helena
Construction Admin Travel	miles	400	0.74	296	
RPR Vehicle Rate	hours	160	5.00	800	
Printing	sheets	3000	0.10	300	
Plan Sheets	sheets	250	0.25	63	
Meeting Materials	lump sum	1	25.00	25	
Postage/FedEx charges	lump sum	2	50.00	100	
TOTAL DIRECT EXPENSES				\$13,657	

PHASE FEE SUMMARY	
TOTAL LABOR	\$171,718
TOTAL DIRECT EXPENSES	\$13,657
ESTIMATED TOTAL ENGINEERING FEE	\$185,375

PROJECT SUMMARY SHEET:
Optimum Corrosion Control Treatment, O.F. 1527.8
FY 2024 Capital Improvement Plan
Current as of: October 22, 2024

Description: Study, design, and construction administration of chemical feed equipment to minimize the presence of lead in the City water system.

Justification: Routine water sampling indicated a difference between highest lead concentration and optimized concentration allowed by DEQ

Scope: New mechanical equipment, HVAC, Electrical, Piping, and other associated items.

Added to CIP: FY2024

CIP Timeline: Scheduled to construct in FY26

Cost:

- CIP programmed \$550,000/FY25, \$350,000/FY26
- Current Working Estimate: \$940,000
- Professional service agreement with Morrison-Maierle \$240,000
- Construction Estimate \$700,000
- Awarded Cost: TBD
- Final Cost: TBD

Funding Source(s): Water Enterprise Funds

Planned Execution Method: Design-Bid-Build, Project Management

Planned Construction CY: Summer 2025

Current Project Stage (Estimated Completion Date): Study (winter 2023), Design (fall 2024), Construction (summer 2025), Warranty (fall 2027)

- Design Method: Consultant
- Contractor: (TBD)

Map & Site Pictures:





Commission Meeting Date: November 19, 2024
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Award Contract: Central Technologies-Civic Center Court Relocation Project, O.F. 1750.3

From: Finance Department

Initiated By: Finance Department

Presented By: Sylvia Tarman, ARPA Project Manager

Action Requested: Approve Contract

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) a contract in the amount of \$27,295.00 to Central Technologies, Inc. for the Civic Center Court Relocation Project utilizing American Rescue Plan Act funds, and 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:

Approve contract award to Central Technologies, Inc. for the Civic Center Court Relocation Project.

Background:

The Civic Center Court Relocation project includes renovating the Missouri Room to make room for two court rooms and office space for Court staff. A construction contract was awarded for the project in March 2024. City Staff have been working with the architect to review IT needs for the Court. Central Technologies has proposed to install data cabling and connectivity features throughout the new Court footprint. Upon review of the proposal and needs of the court space, City staff is confident that this proposal will provide adequate access and connectivity to enable efficient operations for the Courts. Therefore, City staff recommends awarding this contract to Central Technologies, Inc., as part of the City Court Relocation Project, utilizing ARPA funds.

Fiscal Impact

This project is being awarded American Rescue Plan Act (ARPA) Funds, in the amount of \$27,295.00.

Concurrences:

This action is supported by the staff of the Court, Finance, & Facilities Departments.

Attachments/Exhibits:

Central Technologies, Inc. Contract and Project Budget Summary

[NOT BINDING IF USED FOR AGREEMENTS FOR PUBLIC WORKS COSTING MORE THAN \$80,000]

PUBLIC WORKS CONSTRUCTION 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, INC.**, 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 public works described in the Scope of Services attached hereto as **Exhibit A** and by this reference made a part hereof. “Public Work” is a construction service with a total cost in excess of \$25,000 that is for construction, heavy construction, highway construction, or remodeling work.

2. **Effective Date:** This Agreement is effective upon the date of its execution and will terminate on the 30th day of April, 2025. The parties may extend this Agreement in writing prior to its termination.

3. **Scope of Work:** Contractor will perform the public works in accordance with the specifications and requirements of the Scope of Services (**Exhibit A**).

4. **Payment:** City agrees to pay Contractor TWENTY-SEVEN THOUSAND, TWO-HUNDRED NINETY-FIVE DOLLARS (\$27,295.00) for the public works described in the Scope of Services. Contractor may request monthly progress payments as follows:

a. After the commencement of work, the Contractor may request monthly progress payments by submitting an application for payment to the City during each successive calendar month, with a copy to the designated liaison as set forth in ¶17. The application for payment must be made in the form provided by the City and based upon the actual or estimated percentage of work completed and materials supplied for the work prior to the date of the Application and shall be filled out and signed by the Contractor. Contractor shall attach all supporting documentation to the application, including certified payroll records and receipts, to verify that the work claimed in the application has been completed. Only one application for payment may be submitted within a calendar month.

b. Beginning with the second application for payment, each application shall

also include an affidavit signed by the Contractor stating that all previous monthly progress payments received have been applied on account to discharge Contractor’s obligations associated with the prior applications for payment.

c. City and its architect or engineer shall promptly review all applications for payment and, within twenty-one (21) days after receipt of each Application, determine whether a progress payment should be disapproved in whole or in part. An Application for Payment is considered to have been received when it is submitted to City’s Representative and is considered approved unless prior to the expiration of the 21-day period the City or its architect or engineer provides the Contractor with a written statement containing specific items that are being disapproved. A progress payment or any portion may be disapproved upon a claim of: (1) unsatisfactory job progress; (2) failure to remedy defective construction work or materials; (3) disputed work or materials; (4) failure to comply with material provisions of this Agreement, drawings, plans, specifications for the work, or other required documents, including but not limited to, payroll certifications, insurance coverage, bonding, lien releases, warranties, material certifications, and test data; (5) failure of Contractor to make timely payment for claims including, but not limited to claims for labor, equipment, materials, subcontracts, taxes, fees, professional services, rent, and royalties; (6) damages to the City; (7) the existence of reasonable evidence that the Agreement cannot be completed for the unpaid balance of the Agreement’s Payment; and (8) Contractor’s non-compliance with applicable federal, state, and local laws, rules, and ordinances.

d. The City will furnish Contractor a written statement specifying a reason for disapproval that is listed in sub-section c. above for which approval of the Application for Payment or a portion thereof is being withheld. If the City disapproves only a portion of an application for payment, the remainder of the application for payment is considered approved.

5. **Retainage:** City shall retain five percent (5%) of the total amount of compensation to be paid to the Contractor to ensure compliance with the terms and conditions of this Agreement and the timely completion of the public works project and any and all “punch list” items (“Retainage Amount”). At all times the City will retain no less than One Thousand Dollars (\$1,000) until termination of this Agreement. The Retainage Amount shall be paid to Contractor upon the City’s final approval of the public works project and agreement that all work required to be performed on the public works project is complete and satisfactory to the City. This provision does not prevent the Contractor from seeking withdrawals of the Retainage Amount in excess of One Thousand Dollars (\$1,000), pursuant to the requirements of §18-1-301, MCA.

6. **Additional Services:** Any alteration or deviation from the described work that involves extra costs will be permitted 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.

7. 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.

8. Indemnification; Insurance; Bonds:

a. 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.

b. Contractor shall maintain those insurances as may be required by City as

set forth on the attached **Exhibit B**, Required Insurance Coverage, and Contractor shall provide City with proof of such insurance coverage with this Agreement. Contractor shall notify City thirty (30) days prior to the expiration of any such required insurance coverage and shall ensure such required insurance coverage is timely renewed during the term of this Agreement so that there is no lapse in coverage during Contractor's performance of this Agreement. Contractor shall further notify City within two (2) business days of Contractor's receipt of notice that any required insurance coverage will be terminated or Contractor's decision to terminate any required insurance coverage for any reason.

c. Contractor shall maintain those security guarantees set forth on the attached **Exhibit C**, Required Bonds.

9. 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.

10. 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. Contractor agrees to purchase a City business license.

11. Labor Preferences and Prevailing Wages:

a. For purposes of prevailing wage requirements, the project under the Scope of Services is considered as Building Construction. The applicable Montana or Federal Prevailing Wage Rates for this type of project, as attached to this Agreement as **Exhibit D**, are incorporated herein by this reference.

b. Contractor shall post a legible statement of all wages and fringe benefits to be paid to the Contractor's employees and the frequency of such payments (i.e., hourly wage employees shall be paid weekly). Such posting shall be made in a prominent and accessible location at the site of the project and shall be made no later than the first day of work. Such posting shall be removed only upon the final completion of the Scope of Services and the termination of this Agreement.

c. In performing the terms and conditions of this Agreement and the work on the public works project, Contractor shall give preference to the employment of bona fide residents of Montana, as required by §18-2-403, MCA, and as such term is defined by §18-2-401(1), MCA, and the Administrative Rules of Montana, including but not limited to A.R.M. 24.17.147, obliging Contractor to hire 50% bona fide Montana residents, excluding projects involving the expenditure of federal aid funds or where residency preference laws

are specifically prohibited by federal law. When making assignments of work, Contractor shall use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned.

d. Pursuant to §§18-2-403 and 18-2-422, MCA, Contractor shall pay wages, benefits, and expenses as set forth herein. Contractor shall pay all hourly wage employees on a weekly basis. Violation of the requirements may subject the Contractor to the penalties set forth in §18-2-407, MCA. Contractor shall maintain payroll records and provide certified copies to the City. Contractor shall maintain such payroll records during the term of this Agreement, the course of the work on the public works project, and for a period of three (3) years following the date of final completion of the public works project and termination of this Agreement.

12. 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 Eighty Thousand Dollars (\$80,000) or more.

13. 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.

14. 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.

15. Termination for City’s Convenience:

a. Should conditions arise which, in the sole opinion and discretion of the City, make it advisable to the City to cease work on the Construction Project, City may terminate this Agreement by written notice to Contractor (“Notice of Termination for City’s Convenience”). The termination shall be effective in the manner specified in the Notice of Termination for City’s Convenience and shall be without prejudice to any claims that the City may otherwise have against Contractor.

b. Upon receipt of the Notice of Termination for City’s Convenience, unless

otherwise directed in the Notice, the Contractor shall immediately cease work on the Construction Project, discontinue placing orders for materials, supplies, and equipment for the Construction Project, and make every reasonable effort to cancel all existing orders or contracts upon terms satisfactory to the City. Contractor shall do only such work as may be necessary to preserve, protect, and maintain work already completed, in progress, or in transit to the construction site.

c. In the event of a termination pursuant to this Section 15, Contractor is entitled to payment only for those services that Contractor has actually rendered and materials actually purchased or which Contractor has made obligations to purchase on or before the receipt of the Notice of Termination for City’s Convenience, and reasonably incurred costs for demobilization of Contractor’s and any subcontractor’s crews. It is agreed that any materials that City is obligated to purchase from Contractor will remain the City’s sole property.

d. The compensation described in this Section 15 is the sole compensation due to Contractor for its performance of this Agreement. Contractor shall, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

16. Intoxicants; DOT Drug and Alcohol Regulations: Contractor shall not permit or allow the introduction or use of any intoxicants, including alcohol or illegal drugs, upon the site of the Construction Project. Contractor acknowledges it is aware of and shall comply with its responsibilities and obligations under the U.S. Department of Transportation (DOT) regulations governing anti-drug and alcohol misuse prevention plans and related testing. City shall have the right to request proof of such compliance and Contractor shall be obligated to furnish such proof.

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

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

19. 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.


- 20. **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.
- 21. **Headings:** The headings used in this Agreement are for convenience only and are not to be construed as a part of the Agreement or as a limitation on the scope of the particular paragraphs to which they refer.
- 22. **Waiver:** A waiver by City of any default or breach by Contractor of any covenants, terms, or conditions of this Agreement does not limit City's right to enforce such covenants, terms, or conditions or to pursue City's rights in the event of any subsequent default or breach.
- 23. **Severability:** If any portion of this Agreement is held to be void or unenforceable, the balance thereof shall continue in effect.
- 24. **Counterparts:** This Agreement may be executed in counterparts, which together constitute one instrument.
- 25. **Assignment:** Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. No assignment will relieve Contractor of its responsibility for the performance of the Agreement and the completion of the Construction Project. Contractor may not assign to any third party other than Contractor's subcontractors on the Construction Project, the right to receive monies due from City without the prior written consent of City.
- 26. **Authority:** Each party represents that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to sign this 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, Inc.
CONTRACTOR

By: _____
Print Name:
Print Title:
Date:

By: 
Print Name: Derek J. Lee
Print Title: Managing Member
Date: 10/25/2024

ATTEST:

_____ (SEAL OF THE CITY)
Lisa Kunz, City Clerk

***APPROVED AS TO FORM:**

By _____
David G. 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.

Exhibit A
Scope of Services



October 14, 2024

City of Great Falls
Attn: Todd Feist

Re: Installing new data and camera cables for new court room in the Civic Center. All pathways are installed by electrical contractor.

Installation:

- | | |
|-------------------------------|-------------------------------|
| (156) Category 6 white jack | (18) Category 6 Orange jack |
| (36) Faceplate | (1) 24 port blank patch panel |
| (2) 48 port blank patch panel | (4) Category 6A cable |
| (8) Category 6A jack | (18) RJ45 Crimp on end |

Total Installation: \$27,295.00

Notes:

- * All work will be done during normal business hours.
- * Rack will be provided by others.
- * 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

Exhibit B

Required Insurance Coverage

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
(bodily injury and property damage) | \$1,000,000 per occurrence
\$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)
(only if applicable) | \$1,000,000 per occurrence
\$2,000,000 aggregate |
| 7. | Builder’s Risk/Property Insurance | Equal to greater of Contractor’s
compensation or full replacement (covering all work, buildings, materials and equipment, whether on site or
in transit, loss due to fire, lightning, theft, vandalism, malicious mischief, earthquake, collapse, debris
removal, demolition occasioned by enforcement of laws, water damage, flood if site within a flood plain,
repair or replacement costs, testing and start-up costs). |

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

Exhibit C

Required Bonds

Contractor shall make, execute, purchase, maintain and deliver to City performance and payment bonds in an amount at least equal to the Contractor’s compensation under this Agreement, conditioned that the Contractor shall faithfully perform of all of Contractor’s obligations under this Agreement and pay all laborers, mechanics, subcontractors, material suppliers and all persons who supply the Contractor or Contractor’s subcontractors with provisions, provender, material, or supplies for performing work on the Construction Project. All bonds must be obtained with a surety company that is duly licensed and authorized to transact business within the state of Montana and to issue bonds for the limits so required. The surety company must have a Best’s Financial Strength Rating of A, as rated by the A. M. Best Co., or an equivalent rating from a similar rating service. All bonds must 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. A certified copy of the agent’s authority to act must accompany all bonds signed by an agent. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business within the state of Montana is terminated, Contractor shall promptly notify City and shall within twenty (20) days after the event giving rise to such notification, provide another bond with another surety company, both of which shall comply with all requirements set forth herein.

Bond Types and Amounts:

- 1. Performance Bond Equal to Contractor’s compensation amount
- 2. Labor and Materials Payment Bond Equal to Contractor’s compensation amount

Exhibit D

Contractor's Rates of Wages, Benefits, and Expenses

For purposes of prevailing wage requirements, this Project is considered as Building Construction. The applicable Montana or Federal Prevailing Wage Rates for this type of project, as included in these Contract Documents, are incorporated herein by this reference.

Court Remodel		
Design	\$321,950.00	Under Contract
Construction	\$2,398,175.00	Under Contract
Door Access	\$19,171.39	Under Contract
Audio/Visual	\$172,892.17	Under Contract
Cameras/Misc Equipment	\$20,000.00	Rough estimate
Furniture	\$280,000.00	Rough estimate
Data cabling	\$27,295.00	Contract pending approval

Project Total \$3,239,483.56



Commission Meeting Date: November 19, 2024
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Termination of the April 20, 1993 Agreement with the Great Falls Public Library

From: Gregory T. Doyon – City Manager and David Dennis – City Attorney

Initiated By: City Commission

Presented By: David Dennis – City Attorney

Action Requested: Consideration of Agreement Termination

Suggested Motion:

1. Commissioner moves:

“Pursuant to Item #8 of the Agreement between the City of Great Falls and the Great Falls Public Library Trustees, I move that the City Commission direct the City Manager to give formal written notification to the Great Falls Library Trustees that the Agreement dated April 20, 1993 will be terminated effective June 30, 2025.”

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

Background Summary:

At the City Commission’s February 20, 2024 meeting, under the Agenda Item “Commission Initiatives” the Commission agreed by consensus to move forward with a formal request to the Great Falls Public Library Board of Trustees to enter into a discussion with the Trustees regarding the 1993 Agreement between the City and the Library Board of Trustees. The Commission acknowledged that the 1993 agreement was outdated and would benefit from a review.

On April 25, 2024 Representatives from the Great Falls City Commission and the Library Trustees began meeting to review the agreement. On November 4, 2024 the parties completed their discussion with a revised agreement.

The current agreement (Section #8) requires notification to the Library Trustees when the agreement is to be terminated. Since the parties have finalized a draft agreement for consideration by both parties, the Commission is providing notice that the current agreement will be terminated.

The next item on the Commission’s Agenda tonight is to consider approving a new Agreement with the Library Trustees.

Attachments/Exhibits:

1993 Agreement

A G R E E M E N T

This Agreement made and entered into this 20th day of April, 1993, by and between the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as "City" and the Great Falls Library Board of Trustees, hereinafter referred to as "Library Board";

WHEREAS, an Agreement is deemed necessary to provide a basis for cooperation between the Library Board and the City for a more efficient management of library services; and,

WHEREAS, the powers and duties of the Library Board are established by statute under Title 22, Chapter 1, Part 3, MCA with implementation and policy decisions to be exercised by said board; and,

WHEREAS, pursuant to 22-1-309, (3) MCA, the Library Board is empowered to contract with City to provide library services;

NOW, THEREFORE, the parties mutually covenant and agree as follows:

1. All provisions of state statutes regarding the powers and duties of the Library Board are acknowledged by the parties hereto;
2. The Library Board shall have the exclusive power and authority to determine policy for the operation of the library; prepare budgets; authorize expenditures; determine the selection of materials; and negotiate contracts and agreements as set forth in 22-1-309, MCA;
3. The City shall have authority and responsibility for all personnel matters, including hiring, firing and disciplinary proceedings, for all library employees, including the Library Director, except that appointment of the Library Director must be made in consultation with and be confirmed by the Library Board;
4. The Library Director shall have the "de facto" administrative status of a City department head and the Library Director shall report directly to the City Manager;

5. The Library Director shall be responsible to the Library Board for the execution of the policies of the Library Board as authorized in #2 above;

6. The City Manager shall execute all contracts and agreements for the library;

7. The City of Great Falls agrees to support the library budget in the amount of at least seven (7) mills. The funds so collected will be placed in a library fund and neither the principal nor the interest from such funds will be used for any purpose except to fund the library budget;

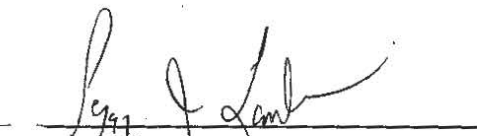
8. The term of this Agreement shall be for one year from and after July 1, 1993. The Agreement shall automatically renewed each year unless and until 90 days written notice of termination is given by either party prior to the anniversary date of the Agreement;

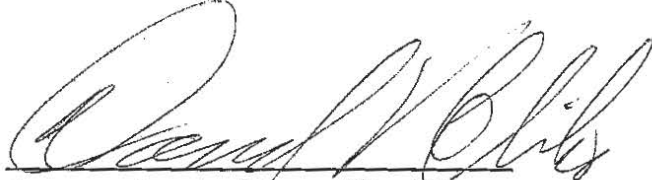
9. This Agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties have caused this instrument to be executed by the persons duly authorized thereto the day and year first hereinabove written.


CITY MANAGER


Chairman of Library Board


CITY CLERK


Approved as to form: City Attorney



Commission Meeting Date: November 19, 2024
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: City Commission to consider Agreement between the City of Great Falls and the Board of Trustees of the Great Falls Public Library

From: Commissioners Joe McKenney and Susan Wolff

Initiated By: City Commission

Presented By: Commissioners Joe McKenney and Susan Wolff

Action Requested: Approval of the 2024 Agreement

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the 2024 Management Agreement between the City of Great Falls and the Board of Trustees of the Great Falls Public Library for Services and Financial Support through June 30, 2029.”

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

Great Falls Public Library Background, Funding & Operations History:

The Great Falls Public Library is a free public library, whose organization, powers and duties are established by state law. State law and City code give the Library Trustees broad powers. While the City Commission retains authority to approve the Library budget and appoint the Library Trustees, the Trustees have the exclusive power and authority to set policy for Library operations, prepare budgets, authorize expenditures, determine the selection of materials, negotiate contracts, and exercise other powers necessary for governance of the Library. The Library Trustees are explicitly empowered to contract with the City for services.

Since 1993, the Library has contracted with the City to provide personnel, human resources, accounting, and other services to the Library, pursuant to a one-year Agreement, which has been automatically extended, every year since its signing thirty-one (31) years ago.

In addition to providing for staffing and other services, the 1993 Agreement formalized funding for the Library out of the City’s general fund. The City agreed to contribute from its general fund an amount equivalent to 7 mills. This funding is in addition to the 2 mills the Library historically received pursuant to City Charter, which is separately assessed on behalf of the Library.

2023 Great Falls Public Library Mill Levy:

On June 6, 2023 Great Falls voters approved a City Charter Amendment, put to the voters by the City Commission, to increase the amount allowed by City Charter to be milled to support Library services from 2 mills to up to 17 mills. Again, this funding is separately assessed to property owners specifically to fund Library services, and wholly independent of the funds provided by the City under the 1993 Agreement.

Renegotiation of the 1993 Management Agreement & Proposal of New City/Library Agreement:

At the City Commission’s meeting on February 20, 2024, the Commission agreed by consensus to explore with the Library Trustees, re-negotiation of the 1993 Agreement, which is outdated and in need of review.

City representatives involved in the discussion consisted of City Commissioners Joe McKenney and Susan Wolff. City Attorney David Dennis and City Manager Greg Doyon provided administrative support.

The Great Falls Public Library retained Bill Bronson as Legal Counsel. Whitney Olsen (Chair of the Trustees and appointed county representative) and Anne Bulger (Trustee and city appointee) and Library Director Susie Macintyre participated on behalf of the Library.

Proposed Subject City / Library Management Agreement:

The agreement proposed to the City Commission today is the result of eight meetings that took place on April 25, June 3, June 24, July 23, August 14, August 28, October 10, and November 4. Highlights of the discussion regarding the City general fund subsidy are as follows:

Negotiation & Proposals Summary			
	The proposed agreement from the City Renegotiation Committee that was presented to the Library Board on September 5, 2024.	The counter agreement approved by the Library Board on September 5, 2024, for Commission consideration.	*Proposed Subject Agreement for the City Commission’s review and formal action.
FY 25	7 mills	7 mills	7 mills
FY26	3 ½ mills	4 ½ mills	3 ½ mills
FY27	3 ½ mills	4 ½ mills	3 ½ mills
FY 28	No mills.	4 ½ mills	3 ½ mills
FY 29	No mills.	4 ½ mills	3 ½ mills

This new proposal completely rewrites the 31-year-old agreement. Notable changes include:

1. Recognition of authority to appoint the Chief Librarian – The Trustees shall appoint the Library Director (entitled by agreement) and set the Library Director’s compensation. The Library Director shall report to the Trustees and shall be responsible to the Trustees for the management of the Library and the execution of Library policies as established by the Trustees. The Chief Librarian becomes the Administrative Liaison to the City Manager’s Office.
2. Continuation of City contract services to the library - The City shall provide human resources, payroll, finance, accounting, and other services under the same internal service charge structure

applicable to City departments. The Library will provide compensation to the City for these services through the internal service charge process with funds budgeted from the Library fund.

Proposed changes to the City’s subsidy of the Library through its general fund are as follows:

- 3. **Fiscal year 2025:** An amount equal to seven (7) mills (based on the 2024 certified taxable valuation information from the Montana Department of Revenue). This amount is inclusive of any funding provided-for pursuant to the 1993 Agreement, and therefore, any amounts already credited by the City to the Library for fiscal year 2025 shall be deducted from the seven (7) mills provided for herein.

Fiscal Year 2026: An amount equal to three and one-half (3 ½) mills (based on the 2025 certified taxable valuation information from the Montana Department of Revenue).

Fiscal Year 2027: An amount equal to three and one-half (3 ½) mills (based on the 2026 certified taxable valuation information from the Montana Department of Revenue).

Fiscal Year 2028: An amount equal to three and one-half (3 ½) mills (based on the 2027 certified taxable valuation information from the Montana Department of Revenue).

Fiscal Year 2029: An amount equal to three and one-half (3 ½) mills (based on the 2028 certified taxable valuation information from the Montana Department of Revenue).

- 4. Term – **Unlike the rolling one-year term of the 1993 agreement,** the term of the new Agreement shall begin on the date it is approved by the Great Falls’ City Commission and end on June 30, 2029.

This Agreement may be extended for successive one-year renewal terms only upon mutual written agreement of the parties prior to the expiration of the original term or any renewal term. Either party may request a review of this Agreement prior to the conclusion of the original term or any renewal term

Projected financial impact to library:

The Library Presentation from the December 20, 2022 Special Work Session provided a Levy Option C identifying the mill funding needed in order to replace the General Fund Subsidy of \$350,000 and the 7 Legal Agreement Mills. Mill funding needed would be \$2,272,600.

The projected financial impact of the proposed Management Agreement shows revenues for the term of the agreement would allow for the sustainment of the budgets presented by the Library during the mill levy presentations for the expanded services.

Both exhibits are attached to this report.

Projected Financial Impact to City

The 3.5 mills will be used by the City to support Public Safety needs. The specific use of any funding will be determined during the FY2026 budget process. The Commission will evaluate the most pressing needs and allocate available funding after reviewing the budget proposal and receiving public feedback on Fire, Police, Court, and Legal department needs.

Alternatives:

1. Not approve the agreement as proposed.
2. Modify the agreement and approve the modified agreement.

Attachments/Exhibits:

2024 Proposed Agreement

Library Presentation Slide from the December 20, 2022 Special Work Session and Projected Financial Impact of New Management Agreement

1993 Agreement

**2024 AGREEMENT
 BETWEEN THE CITY OF THE GREAT FALLS AND THE
 BOARD OF TRUSTEES OF THE GREAT FALLS PUBLIC LIBRARY**

This Agreement (“Agreement”) is entered into by and between the City of Great Falls Montana, a municipal corporation of the State of Montana (hereafter, “City”), through its City Manager, and the Great Falls Public Library (“Library”), hereafter referred to together as “the parties.”

RECITALS

WHEREAS, on May 3, 2016, the City Commission for the City of Great Falls (“City Commission”) adopted Ordinance 3140, establishing the Great Falls Public Library, in accordance with the provisions of Title 22, Chapter 1, Part 3, MCA, which ordinance replaced the provisions of Ordinance 341, adopted October 24, 1910; and

WHEREAS, the Library is governed by its Board of Trustees (“Trustees”), whose powers and duties are established by Title 22, Chapter 1, Part 3, MCA; and

WHEREAS, the City Commission has the power and authority under state law to appoint the Trustees; and

WHEREAS, pursuant to Section 22-1-309, MCA, the Trustees have the exclusive power and authority to determine policy for the operation of the Library, prepare budgets, authorize expenditures, determine the selection of materials, negotiate contracts, expend public library funds subject to a budget approved by the City Commission, as well as other powers authorized by the aforementioned statute; and

WHEREAS, pursuant to Section 22-1-310, MCA, the Trustees shall appoint and set the compensation of the chief librarian, in this instance known as the Library Director, who shall serve as the secretary of the Trustees and shall serve at the pleasure of the Trustees, subject to the provisions in this Agreement; and

WHEREAS, in accordance with Section 22-1-310, MCA, the Trustees, with the recommendation of the Library Director, shall employ and discharge such other persons as may be necessary in the administration of the affairs of the Library, fix and pay their salaries and compensation, and prescribe their duties, subject to the provisions in this Agreement; and

WHEREAS, pursuant to Section 22-1-309(3), MCA, the Trustees are explicitly empowered to contract with the City to provide library services; and

WHEREAS, the City and the Trustees (on behalf of the Library) previously entered into that certain agreement entitled “Agreement,” dated April 20, 1993 (“1993 Agreement”) to “provide a basis for cooperation between the Library Board and the City for a more efficient management of library services;” and

WHEREAS, the 1993 Agreement carries a one-year term, which term is automatically renewed for successive one year extensions, unless either party provides proper notice of its intent to terminate the Agreement;

WHEREAS, the City Commission requested the Trustees open the current one-year Agreement;

AGREEMENT

NOW, THEREFORE, the parties mutually covenant and agree as follows.

- 1. **Acknowledgement.** All provisions of state statutes regarding the powers and duties of the Trustees are acknowledged by the parties hereto.
- 2. **Employment Status of Library Personnel.**
 - a. **Library Director.** The Trustees shall appoint the Library Director and set the Library Director’s compensation. The Library Director shall report to the Trustees and shall be responsible to the Trustees for the management of the Library and the execution of Library policies as established by the Trustees.
 - b. **Administrative Liaison.** The Library Director shall serve as the Library’s administrative liaison to the City Manager’s Office. The City Manager or Deputy City Manager shall provide general assistance to the Library Director concerning the execution of City-provided services under this Agreement. Upon request by the Library Director, the City Manager or Deputy City Manager may offer guidance as to the application of City ordinances or policies to Library matters. Additionally, the Library Director may represent the Library at City training sessions and/or administrative meetings upon invitation by the City Manager’s Office.
 - c. **Library Personnel.** All Library personnel shall be City employees, shall enjoy all rights and benefits of City employment, and shall be subject to all terms, conditions and policies applicable to City employment. The Trustees, with the recommendation of the Library Director shall make all hiring decisions and supervise all Library staff. Library employees who are union members shall be compensated in accordance with the applicable collective bargaining agreement negotiated by the City. The

Library Director shall participate, along with the City, in all collective bargaining agreement negotiations with the unions whose members include Library employees. Compensation rates for non-union Library personnel shall be determined by the Trustees. All other employment benefits shall be governed by the City's Personnel Policy Manual.

3. Compliance with City Policies.

- a. **Employment Policies.** The Trustees and Library Director shall follow City policies and procedures for payroll, supervision, hiring, handling grievances, discipline and/or termination of employees. The Library Director and the Trustees agree to confer with, cooperate with, and follow the recommendations of, the City's Human Resources Department with respect to any employee grievance, discipline or termination.
 - b. **Financial Policies.** The Trustees and Library Director agree to comply with all City financial and accounting policies and procedures, including the City's cash receipting policy, as set forth from time to time by the City Commission and/or the City's Director of Finance.
 - c. **Open Meeting Law.** The Trustees and Library Director shall comply with all Montana laws pertaining to public entities, including open meetings.
 - d. **Use of Library – privileges.** In accordance with Section 22-1-311, MCA, the Trustees or their designee may exclude from the use of the Library any and all persons who shall willfully violate the rules of the Library. The Trustees may extend the privileges and use of the Library to persons residing outside of the City of Great Falls or Cascade County upon such terms and conditions as it may prescribe by its policies and regulations.
4. **Funding.** In addition to that funding authorized by the Charter, the City shall provide funding to the Library for fiscal years 2025 through 2029, as follows:

Fiscal year 2025: An amount equal to seven (7) mills (based on the 2024 certified taxable valuation information from the Montana Department of Revenue). This amount is inclusive of any funding provided-for pursuant to the 1993 Agreement, and therefore, any amounts already credited by the City to the Library for fiscal year 2025 shall be deducted from the seven (7) mills provided for herein.

Fiscal Year 2026: An amount equal to three and one-half (3 ½) mills (based on the 2025 certified taxable valuation information from the Montana Department of Revenue).

Fiscal Year 2027: An amount equal to three and one-half (3 ½) mills (based on the 2026 certified taxable valuation information from the Montana Department of Revenue).

Fiscal Year 2028: An amount equal to three and one-half (3 ½) mills (based on the 2027 certified taxable valuation information from the Montana Department of Revenue).

Fiscal Year 2029: An amount equal to three and one-half (3 ½) mills (based on the 2028 certified taxable valuation information from the Montana Department of Revenue).

All funds so collected will be placed in a library fund and neither the principal nor the interest from such funds will be used for any purpose except to fund the Library budget.

5. **Insurance Coverage.** The Library may elect to participate, through the City, in the following insurance coverage for the Library: liability, workers' compensation, and health insurance (as set forth in the City's employee benefits plan). The City will also insure all Library buildings and their contents. The Library will provide compensation to the City for these insurance costs through the City's internal service charge process with funds budgeted from the Library fund. The Library shall ensure that the appropriate Library personnel regularly participate in MMIA human resources and safety trainings.
6. **City Operational Service Charges.** The City shall provide human resources, payroll, finance, accounting, and other services under the same internal service charge structure applicable to City departments. The Library will provide compensation to the City for these services through the internal service charge process with funds budgeted from the Library fund.
7. **Term.** The term of this Agreement shall begin on the date it is approved by the Great Falls' City Commission and end on June 30, 2029. This Agreement may be extended for successive one-year renewal terms, upon mutual written agreement of the parties prior to the expiration of the original term or any renewal term. Either party may request a review of this Agreement prior to the conclusion of the original term or any renewal term. If, at the conclusion of any term, the Agreement is not renewed, the parties will continue to abide by the terms of the Agreement for ninety (90) days to facilitate a well-ordered transition of services provided by the City to the Library under this Agreement, and to effectuate the transition of Library personnel.

8. **Noncompliance.** 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 initiate a termination process. The non-defaulting party may request mediation. If requested, the parties shall mutually agree upon a mediator to conduct the mediation process. This process must be completed within ninety (90) days of the date the non-defaulting party requests mediation. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the paragraph 10 of this agreement.

9. **Modifications.** Any modifications to this Agreement shall be agreed to by both parties, memorialized in writing, and signed by both parties.

10. **Notices.** Any notice required or permitted under this Agreement shall be deemed sufficiently given or serviced if sent by mail or hand delivered to:

City:	Library:
City of Great Falls	Great Falls Public Library
Attention: City Manager	Attention: Library Director
P.O. Box 5023	301 2nd Avenue North
Great Falls, MT 59401	Great Falls MT 59401

Either party may, by written notice at any time during the term of this Agreement, designate a different address to which notices hereunder shall subsequently be sent. Written notice hereunder shall be deemed to have been given as of the time the same is deposited in the United States mail.

11. **Non-Discrimination.** The Library and its Trustees 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.

12. **Waiver.** The waiver by either part of, or the failure of either party to take action with respect to, any breach of any term, covenant or condition, or subsequent breach of same, or any other 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.

13. **Supersedes Prior Agreement/Entire Agreement.** This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the City and the Library and/or its Trustees, specifically including but not limited to the 1993 Agreement. Upon execution of this Agreement, the 1993 Agreement is terminated, shall have no further force or effect, and neither party shall have any further rights or obligations thereunder. Further, this Agreement constitutes the entire agreement between the parties and no representations or

warranties have been made by the parties save those contained herein.

14. **Construction and Binding Effect.** This Agreement shall be construed under the laws of the State of Montana and shall be binding upon and inure to the benefit of the respective parties, their heirs, executors, successors and assigns.

15. **Severability.** If any term of this Agreement should hereafter be declared or becomes void or unenforceable by judicial decree or operation of law, all other terms of this Agreement shall continue to be effective unless the void or unenforceable terms materially defeats the manifest intent and purpose of this agreement.

16. **No Further Obligation.** Nothing in this Agreement shall obligate either party to enter into any further or future agreements.

IN WITNESS WHEREOF, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this Agreement, and the parties hereto approve and execute the same.

CITY OF GREAT FALLS, MONTANA GREAT FALLS PUBLIC LIBRARY

By: _____
Print Name: Gregory T. Doyon
Print Title: City Manager
Date:

By: _____
Print Name:
Print Title:
Date:

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

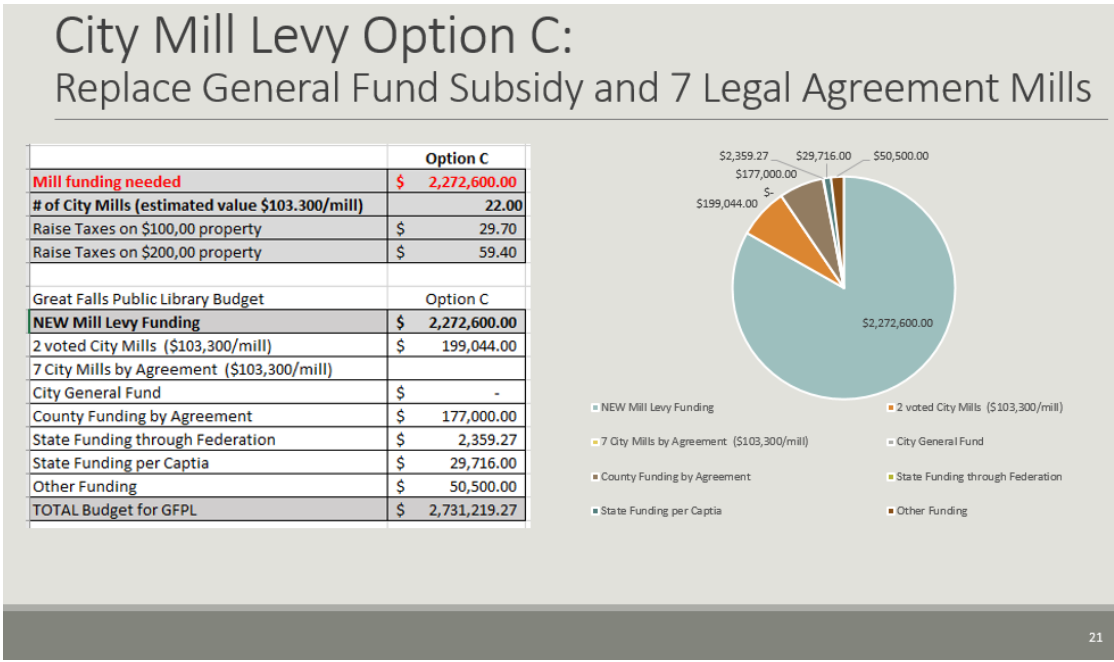
Approved for Legal Content:

David Dennis, City Attorney

-and-

William Bronson, Attorney for the Trustees

Mill Levy Option C Slide from December 20, 2022 Library Mill Levy Presentation
 Funding needed to Replace General Fund Subsidy and the 7 Mills from the 1993 Agreement



Projected Financial Impact of New Management Agreement
 As provided by City Finance office in November 2024

Great Falls City County Library Projected Financial Impact of the New Management Agreement

Mill Value: 5 Yr Avg Growth
1.92%

	\$132,152	\$134,689	\$137,275	\$139,911	\$142,597
Library Funding					
	FY 2025: 7 Mills	FY 2026: 3.5 Mills	FY 2027: 3.5 Mills	FY 2028: 3.5 Mills	FY 2029: 3.5 Mills
City of Great Falls Tax Payers					
Management Agreement	925,064	471,413	480,464	489,689	499,091
17 Voted Mills	2,246,584	2,289,718	2,333,681	2,378,488	2,424,155
Total City Funding	3,171,648	2,761,131	2,814,145	2,868,176	2,923,245
Other Funding	272,075	272,075	272,075	272,075	272,075
Total Library Fund Revenue	3,443,723	3,033,206	3,086,220	3,140,251	3,195,320
Expenses (5% increase annually)	2,708,870	2,844,314	2,986,529	3,135,856	3,292,648
Revenue Over (Under) Expenses	734,853	188,893	99,691	4,396	(97,328)
Beginning Fund Balance	1,745,647	2,480,500	2,669,393	2,769,083	2,773,479
Net Change	734,853	188,893	99,691	4,396	(97,328)
Ending Fund Balance	2,480,500	2,669,393	2,769,083	2,773,479	2,676,151
Fund Balance % (17% Target)	92%	94%	93%	88%	81%
Projected Amount for City Public Safety	\$0	\$471,413	\$480,464	\$489,689	\$499,091

A G R E E M E N T

This Agreement made and entered into this 20th day of April, 1993, by and between the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as "City" and the Great Falls Library Board of Trustees, hereinafter referred to as "Library Board";

WHEREAS, an Agreement is deemed necessary to provide a basis for cooperation between the Library Board and the City for a more efficient management of library services; and,

WHEREAS, the powers and duties of the Library Board are established by statute under Title 22, Chapter 1, Part 3, MCA with implementation and policy decisions to be exercised by said board; and,

WHEREAS, pursuant to 22-1-309, (3) MCA, the Library Board is empowered to contract with City to provide library services;

NOW, THEREFORE, the parties mutually covenant and agree as follows:

1. All provisions of state statutes regarding the powers and duties of the Library Board are acknowledged by the parties hereto;
2. The Library Board shall have the exclusive power and authority to determine policy for the operation of the library; prepare budgets; authorize expenditures; determine the selection of materials; and negotiate contracts and agreements as set forth in 22-1-309, MCA;
3. The City shall have authority and responsibility for all personnel matters, including hiring, firing and disciplinary proceedings, for all library employees, including the Library Director, except that appointment of the Library Director must be made in consultation with and be confirmed by the Library Board;
4. The Library Director shall have the "de facto" administrative status of a City department head and the Library Director shall report directly to the City Manager;

5. The Library Director shall be responsible to the Library Board for the execution of the policies of the Library Board as authorized in #2 above;

6. The City Manager shall execute all contracts and agreements for the library;

7. The City of Great Falls agrees to support the library budget in the amount of at least seven (7) mills. The funds so collected will be placed in a library fund and neither the principal nor the interest from such funds will be used for any purpose except to fund the library budget;

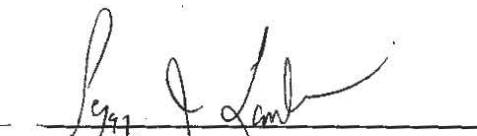
8. The term of this Agreement shall be for one year from and after July 1, 1993. The Agreement shall automatically renewed each year unless and until 90 days written notice of termination is given by either party prior to the anniversary date of the Agreement;

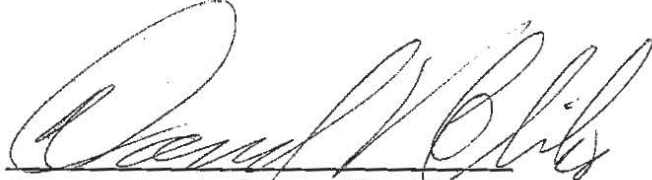
9. This Agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties have caused this instrument to be executed by the persons duly authorized thereto the day and year first hereinabove written.


CITY MANAGER


Chairman of Library Board


CITY CLERK


Approved as to form: City Attorney