



**City Commission Meeting Agenda  
2 Park Drive South, Great Falls, MT  
Commission Chambers, Civic Center  
April 05, 2022  
7:00 PM**

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

Public participation is welcome in the following ways:

- Attend in person. Please refrain from attending in person if you are not feeling well.
- 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](mailto:commission@greatfallsmt.net). Include the agenda item or agenda item number in the subject line, and include the name of the commenter and either an address or whether the commenter is a city resident. Written communication received by that time will be shared with the City Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and, will be so noted in the official record of the meeting.
- Call-in. Call in during specific public comment periods at 406-761-4786. Please note that the call in option may not be the most ideal option as there is a time delay between what is being aired/streamed and the live meeting, and there may be significant waiting times depending on how many calls are in the queue. Public would need to watch the meeting through the viewing methods listed above and call in when prompted by the Mayor. Calls will be taken in the order in which they are received. Callers will be restricted to customary time limits.

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL / STAFF INTRODUCTIONS**

**AGENDA APPROVAL**

**CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS**

**PROCLAMATIONS**

Public Safety Telecommunicators Week

**MILITARY UPDATES**

1. Miscellaneous Reports and announcements from Montana Air National Guard.

**PETITIONS AND COMMUNICATIONS**

2. Miscellaneous reports and announcements.

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

## NEIGHBORHOOD COUNCILS

3. Miscellaneous reports and announcements from Neighborhood Councils.

## BOARDS AND COMMISSIONS

4. Appointment to the Library Board.
5. Miscellaneous reports and announcements from Boards and Commissions.

## CITY MANAGER

6. Miscellaneous reports and announcements from City Manager.

## CONSENT AGENDA

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

7. Minutes, March 15, 2022, City Commission Meeting.
8. Total Expenditures of \$2,946,438 for the period of March 1, 2022 through March 23, 2022, to include claims over \$25,000, in the amount of \$2,161,878.
9. Contracts List.
10. Approve the Final Payment for Parks and Recreation Fuel Station, in the amount of \$41,424.28 to NWESTCO, LLC., and \$418.43 to the State Miscellaneous Tax Fund.
11. Approve a Professional Services Agreement in the amount not to exceed \$155,217 to Advanced Engineering and Environmental Services, Inc. (AE2S), for composing Phase 1 of a Solid Waste Study for the City of Great Falls, and authorize the City Manager to execute the agreement documents.
12. Approve a Community Development Block Grant (CDBG) Funding Agreement in the amount of \$200,000 for the installation of an inclusive playground at Whittier Elementary School.
13. Set a public hearing for April 19, 2022, on Resolution 10448 to establish residential and commercial sanitation service collection rates effective May 1, 2022.
14. Set a public hearing for April 19, 2022 on Resolution 10452, A Remodeling, Reconstruction or Expansion of Certain Commercial Buildings or Structures; Tax Benefit for Starry Night Hospitality, LLC, located at 621 Central Avenue.
15. Set a public hearing for April 19, 2022 on Resolution 10453, A Remodeling, Reconstruction or Expansion of Certain Commercial Buildings or Structures; Tax Benefit for CMSC, LLC (DOC-Great Falls Holding, LLC) located at 3010 15th Avenue South. (Great Falls Clinic and Hospital)
16. Set a public hearing for May 3, 2022 on a proposed Cable System Franchise Agreement between TDS Metrocom, LLC and the City of Great Falls.

**Action: Approve Consent Agenda as presented or remove items for separate discussion and/or vote by any Commission member.**

## **PUBLIC HEARINGS**

17. Ordinance 3235, Amending Title 9 of the Official Code of the City of Great Falls (OCCGF) Pertaining to Social Hosts. *Action: Conduct a public hearing and adopt or deny Ord. 3235. (Presented by Jeff Hindoién)*
18. Ordinance 3242, A request from Touro College Montana, LLC. to rezone ±12.21 acres within Mount Olivet Minor Subdivision from PLI, Public Lands and Institutional to M-1 Mixed-use District and approval of an Amended Plat for a Minor Subdivision of Amended Plat of Lot 1. *Action: Conduct a joint public hearing and approve or deny the Amended Plat of the Minor Subdivision and adopt or deny Ord. 3242. (Presented by Craig Raymond)*
19. Resolution 10451, Approving the donation of used radio equipment from Police and Fire Rescue to Cascade County for use by the Rural Volunteer Fire Departments. *Action: Conduct a public hearing and adopt or deny Res. 10451. (Presented by Jeff Newton)*
20. CDBG & HOME 2022-2023 Public Needs Hearing. *Action: Conduct a Public Needs Hearing. No other action required. (Presented by Craig Raymond)*

## **OLD BUSINESS**

## **NEW BUSINESS**

## **ORDINANCES / RESOLUTIONS**

## **CITY COMMISSION**

21. Miscellaneous reports and announcements from the City Commission.
22. Commission Initiatives.

## **ADJOURNMENT**

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

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

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



Commission Meeting Date: April 5, 2022  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Appointment to the Library Board  
**From:** City Manager’s Office  
**Initiated By:** City Commission  
**Presented By:** City Commission  
**Action Requested:** Appoint one member to the Library Board for the remainder of a five-year term through June 30, 2024.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (appoint/not appoint) Jay Bradley Eatherly to the Library Board for the remainder of a five-year term through June 30, 2024.”

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

**Library Trustee Recommendation:** It is recommended that the City Commission appoint Jay Bradley Eatherly to the Library Board for the remainder of a five-year term through June 30, 2024.

**Background:** Susan McCord was appointed to the Library Board on June 4, 2019 to a five-year term from July 1, 2019 through June 30, 2024. Ms. McCord recently stepped down from the Board.

Advertising for the opening was done through the local media and also on the City’s website. An application from Jay Bradley Eatherly was received. The Library Board met on March 22, 2022 and recommended appointing Mr. Eatherly.

Purpose

The Library Board is comprised of five members who are appointed by the City Commission. The Board oversees the Library policies and operations including book policies and service to the City, County, and Pathfinder Federation of Libraries. Members serve for five-year terms, but no more than two full terms in succession, exclusive of time served on any unexpired term.

Continuing members of this board are:

Samantha DeForest	5/15/18 – 6/30/26
Whitney Olson	7/18/17 – 6/30/22
Anne Bulger	7/17/18 – 6/30/23
Jessica Crist	1/6/21 – 6/30/25

Member leaving the Board:  
Susan McCord 7/1/19 – 6/30/24

**Attachments/Exhibits:**  
Application



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

Agenda #4.

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

Board/Commission Applying For: <b>Library Board</b>		Date of Application: <b>3-7-22</b>
Name: <b>Jay Bradley Eatherly</b>		
Home Address: <b>200 Glenwood Ct</b>		Email address: <b>managerbrad@gmail.com</b>
Home Phone: <b>615-394-3191</b>	Work Phone: <b>4106-455-8433</b>	Cell Phone:
Occupation: <b>City Planner</b>	Employer: <b>City of Great Falls</b>	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain) <b>No</b>		
Related experiences or background:  <b>While I may not have any experience with a library board, I do love libraries.</b>		
Educational Background: <b>I received my Bachelor's of Arts in History from Lipscombs University and a Master's in Historic Preservation from Middle TN State University</b>		
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>		
Previous and current service activities: <b>I serve on the Board for the Downtown Development Partnership. Through our church, we serve the community in several different ways.</b>		
Previous and current public experience (elective or appointive): <b>Other than serving on the board for the DD? (see above) I have not been a part of public experience.</b>		
Membership in other community organizations: <b>I don't currently have any memberships in other community organizations.</b>		

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

I am currently a Planner for the City of Great Falls.

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

My wife works for the Great Fall Housing Authority.

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

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

Downtown Development Partnership

Please describe your interest in serving on this board/commission?

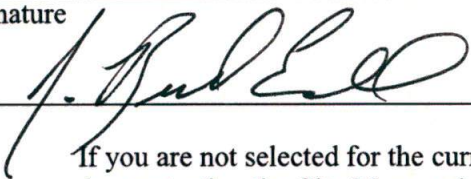
I am looking to get more active in the Great Falls Community. I love libraries in general and would love to serve the City in this capacity.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?

Having used libraries for both personal and educational reasons all my life, and being an avid reader and patron of the library, I think I would serve well on this board.

Additional comments:

Signature



Date:

3-9-22

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

**Return this form to:**

City Manager's Office  
P.O. Box 5021  
Great Falls, MT 59403

Fax:  
(406) 727-0005

Email:  
kartis@greatfallsmt.net

**JOURNAL OF COMMISSION PROCEEDINGS**  
**March 15, 2022**

Regular City Commission Meeting

Mayor Kelly presiding

**CALL TO ORDER:** 7:00 PM

Commission Chambers Room 206

**PLEDGE OF ALLEGIANCE**

**ROLL CALL/STAFF INTRODUCTIONS:** City Commission members present: Bob Kelly, Eric Hinebauch, Joe McKenney, Rick Tryon and Susan Wolff. Also present were City Manager Greg Doyon and Deputy City Manager Chuck Anderson; Public Works Director Paul Skubinna; Planning and Community Development Director Craig Raymond; Finance Director Melissa Kinzler; Fire Chief Jeremy Jones; City Attorney Jeff Hindoien; 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.

**PROCLAMATIONS:** Prevention of Cruelty to Animals Month (April) and Bishop Marcus L. Collins Day (March 18, 2022)

**COMMUNITY INITIATIVES**

**1. COMMUNITY HEALTH UPDATE FROM THE CITY COUNTY HEALTH DEPARTMENT.**

Interim Public Health Officer Bowen Trystianson provided the following updates:

- Covid numbers are going down; 86 new cases in the last seven days
- The State has changed the way it opens cases and there is a better system in place to capture accurate data
- There was a rise in influenza cases, but those numbers are going down
- Severe admissions for Covid cases are going down as well
- The Health Department has an ample supply of home testing kits for the community
- Last week Cascade County went from having a high risk rating according to the CDC down to a medium; that rating is based off of hospital admissions rather than case totals
- The baby formula recall last month had a profound impact on many members of Great Falls who rely on formula for their infants. The formula was pulled off store shelves. Business partners stepped up to deploy some additional formula
- The enteric illness season is upcoming

Mayor Kelly referred to Health Officer Trystianson's comments in a recent *Tribune* article that captured the essence of all the hurdles that were overcome during the two-year struggle with Covid.

**PETITIONS AND COMMUNICATIONS**



**JOURNAL OF COMMISSION PROCEEDINGS**  
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2. **Kevin Westie**, 602 35<sup>th</sup> Street North, referred to the Crime Task Force discussion at the December 7, 2022 work session, and suggested an answer for addiction crime is additional addiction courts, trained individuals and mentors. He also opined that lives could have been saved and businesses could have remained opened if Covid would have been treated as a man-made airborne virus.

**Ken Palisan**, 1200 32<sup>nd</sup> Street South, member of Citizens for Clean Energy, reviewed several projects that recently received awards at the Science Fair held last week. Mr. Palisan suggested that it is time to revisit and update the 2013 Growth Policy. He further suggested that Citizens for Clean Energy participate with a task force to recommend updates to the policy, inclusive of air, water and soil for a safe, clean and healthy environment.

**NEIGHBORHOOD COUNCILS**

3. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

**BOARDS AND COMMISSIONS**

4. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

**CITY MANAGER**

5. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

City Manager Greg Doyon reported on his attendance at the Executive Forum held in Choteau, Montana, that included key legislative topics and training for new mayors. Other discussions included the employment market and how it is affecting the public and private sectors, dealing with crime, and housing issues.

He further reported that he would generate a detailed trip report to the Commission on his attendance at the Association of Defense Communities Conference in Washington, D.C. There continues to be a theme that the Department of Defense needs communities to assist in several areas, such as housing and daycare. Another topic that continues to persist is reciprocity and equity in licensure.

Manager Doyon welcomed David Dennis as the legal department's new Deputy City Attorney.

**CONSENT AGENDA.**

6. Minutes, March 1, 2022, City Commission Meeting.
7. Total Expenditures of \$1,731,032.23 for the period of February 2, 2022 through March 2, 2022, to include claims over \$25,000, in the amount of \$1,157,637.11.

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8. Contracts List.
9. Approve a Professional Services Agreement with Pintler Billing Services, LLC to provide patient billing services for 911 Emergency Medical Service (EMS) transports performed by Great Falls Fire Rescue.
10. Award a contract in the amount of \$888,850 to Planned and Engineered Construction, Inc., for the Sanitary Sewer Trenchless Rehabilitation Phase 24, and authorize the City Manager to execute the necessary documents. **OF 1675.6**
11. Set a public hearing for April 5, 2022 on Resolution 10451, Approving the donation of used radio equipment to Cascade County for use by the Rural Volunteer Fire Departments.
12. Set a public hearing for April 5, 2022 for the CDBG & HOME 2022-2023 Annual Action Plan.

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

Mayor Kelly asked if there were any comments from the public or discussion amongst the Commissioners.

Manager Doyon corrected Item 12 to read Needs Hearing rather than Annual Action Plan.

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

Motion carried 5-0.

**PUBLIC HEARINGS**

13. **RESOLUTION 10437, CONDITIONAL USE PERMIT (CUP) FOR A “TWO-FAMILY RESIDENCE” LAND USE UPON THE PROPERTY ADDRESSED AS 1700 1ST AVENUE NORTH.**

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

Planning and Community Development Director Craig Raymond commented that it is interesting that two of tonight’s agenda items are related to housing. He, as well as some of the Commission members, attended the Housing Summit today at the college. It clearly is a significant topic. He suggested that the Commission keep in mind what they heard at the Housing Summit, but recognize that there is a requirement for specific and detailed basis of decision when considering Conditional Use Permits, re-zones and subdivision land use actions.

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Director Raymond reported that this item is a request to grant a CUP to convert a single-family dwelling into a two-unit duplex at 1700 1<sup>st</sup> Avenue North. In the immediate vicinity of the property, there are multiple examples of higher density residential uses including the Columbus Center, which is a multi-story high-rise that has some multi-family uses on the property. Given the specific request and the context of the neighborhood, staff does not expect any notable negative impact to surrounding neighbors. There will not be an appreciable increase in traffic from a duplex as opposed to a single-family residence and the property has enough space to provide required off-street parking. That being said, two emails received from neighbors that oppose the request were attached to the agenda report.

Neighborhood Council #8 recommended approval of the application. In addition, the Zoning Commission held a public hearing on January 11, 2022 and voted to recommend approval, subject to eight specific conditions of approval as outlined in the agenda report.

Mayor Kelly asked if the Commission members had any questions. No one responded.

Mayor Kelly asked if there were any comments from the public in favor of Resolution 10437.

Hearing none, Mayor Kelly asked if there were any comments from the public in opposition to Resolution 10437.

Included in the agenda packet were written comments in opposition received from **Bruce and Kathy Ronke**, 1621 1<sup>st</sup> Avenue North, and **Theresa M. Drake**, City resident.

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

**Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10437 subject to the applicant fulfilling the listed Conditions of Approval.**

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

Mayor Kelly commented that they all heard at the Great Falls Development Authority Housing Summit this morning that flexibility is necessary to get some much needed housing.

Commissioner McKenney noted that the written concerns pertained to parking and that rental property could become an eyesore. He drove through the neighborhood. This project appears to be a major remodel and a vast improvement to the property. In the same block or vicinity there was what appeared to be a 5-plex, a duplex and many other similar type properties.

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

Motion carried 5-0.

**JOURNAL OF COMMISSION PROCEEDINGS**  
**March 15, 2022**

**14. RESOLUTION 10445, BUDGET AMENDMENT RESOLUTION.**

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

Finance Director Melissa Kinzler reported that the City of Great Falls adopted the Fiscal Year 2022 (FY 2022) Annual Budget on July 20, 2021. As part of the budget presentation and included in the Fiscal Year 2022 City Manager's Budget Message, certain funds were identified as losing revenue due to COVID-19 restrictions. Since the adoption of the FY 2022 Annual Budget, these funds have not recovered sufficiently to make up for the revenue lost. During the Quarterly Budget Review work session on February 1, 2022, these funds were again reviewed, and the amounts needed to replenish these funds were identified. Resolution 10445 will replenish the identified funds by transferring money from the COVID Recovery Fund to the various funds that need replenishing. The source of the funds is from the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) received in Fiscal Year 2021.

The calculation of lost revenue is through the period ending June 30, 2021 (FY 2021). The calculation may need to be done again during the FY 2023 budget process if the funds have continued to experience lost revenue. The majority of these funds were struggling before COVID, and this budget amendment does not address those short falls. This budget amendment also does not address any replenishment of General Fund unreserved fund balance or other General Fund needs.

Funds recommended to be replenished with Cares Act funds are: Recreation - \$226,153; Multi-Sports - \$65,000; Swimming Pools - \$41,170; Ice Breaker - \$23,361; Civic Center Events - \$520,105; and Parking - \$265,361. The replenishing of the funds will use \$1,141,151 of the CARES Act money received leaving a balance of \$9,018,012.55. The total amount of CARES Act money received was \$10,159,163.55.

Mayor Kelly asked if the Commission members had any questions. Hearing none, Mayor Kelly asked if there were any comments from the public in support of or opposition to Resolution 10445.

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

**Commissioner McKenney moved, seconded by Commissioner Wolff, that the City Commission adopt Resolution 10445 – Budget Amendment.**

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

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**15. RESOLUTION 10450, ESTABLISHING THE RATES, FEES AND PENALTIES ASSOCIATED WITH TITLE 10 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO THE CITY'S PARKING SYSTEM." [ESTABLISHING A FINE STRUCTURE FOR VIOLATIONS OF OCCGF 10.9.310 PROHIBITING THE LONG-TERM PARKING AND/OR STORAGE OF RECREATIONAL VEHICLES, UTILITY TRAILERS OR VESSELS IN RESIDENTIAL DISTRICTS, AND SUPERSEDING RESOLUTION 10420.]**

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

City Attorney Jeff Hindoien reported that this item is a resolution to establish the specific fine structure for violations of Ordinance 3230 adopted on October 19, 2021 that prohibits the long-term parking or storage of recreational vehicles, utility trailers or boats in any residential zoning district for more than seventy-two (72) hours in a seven (7) day period. In the case of a violation, a written notice will be provided that 1) requires the removal of the vehicle, trailer or vessel within twenty-four (24) hours and 2) advises that a parking citation will be issued if the vehicle, trailer or vessel is not removed. As previously discussed during the ordinance process, it was recognized that the Commission would have to separately set the fine structure for the violation of that ordinance through a resolution.

Structurally, resolution 10450 is blended into the broad resolution that sets the parking fines citywide. The proposed fine structure is \$50 for a first citation, \$100 for a second citation, and \$200 for third and subsequent citations.

By way of comparison, the fine structure for Butte-Silverbow's ordinance (BSB Municipal Code 10.52.070) is \$150 for a first offense, and \$250 for a second or subsequent offense. The fine range in Helena appears to be a minimum of \$25 to a maximum of \$100 (HCC 8-11-14).

The adoption of the proposed resolution and an accompanying fine structure will presumably lead to the collection of additional parking fine revenues, but the amount of that increase cannot be readily estimated.

Mayor Kelly asked if the Commission members had any questions.

Mayor Kelly noted that the ordinance went into effect March 15, 2022 and the fines would go into effect upon adoption of the resolution.

Commissioner Tryon inquired if there was a process in place after the warning, and first, second and third citations issued to an individual.

City Attorney Hindoien responded that the enforcement structure is already blended into the OCCGF Title 10 framework, and the action the Commission is being asked to take this evening is to set the amount of the citations for those violations.

Commissioner Tryon inquired if anonymous complaints were allowed.

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Police Chief Jeff Newton responded that the Police Department would treat the large vehicle ordinance the same as the abandoned vehicle ordinance. Anonymous complaints are viewed cautiously and will be verified by Police Department volunteers.

Commissioner McKenney commented that busy people might not see the 24-hour notice. Will staff follow-up in 24-hours or will that be complaint driven as well.

City Attorney Hindoiien responded that the Police Department would not have that rigid enforcement scheme due to staffing. Pragmatically speaking, most folks will have longer than a 24-hour period to move their vehicles. The ordinance is intended to deal with the large vehicles not being moved.

Commissioner McKenney received clarification that Section 6 of Resolution 10450 pertains to parking citation fines for violation of OCCGF 10.9.310.

Mayor Kelly asked if there were any comments from the public in support of or in opposition to Resolution 10450.

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

**Commissioner Wolff moved, seconded by Commissioner Hinebauch, that the City Commission adopt Resolution 10450 establishing the rates, fees and penalties associated with Title 10 of the Official Code of the City of Great Falls (OCCGF) pertaining to the City's parking system.**

Mayor Kelly asked if there was any discussion amongst the Commissioners. He commented that he has already noticed that there has been a great exodus of flatbeds, trailers, etc., moved off the streets and storage facilities are getting full. Adoption of this resolution is an opportunity to pass on the message that there is some enforcement behind Ordinance 3230. He thinks the fine amounts are not motivation enough to get people to move their vehicles off the streets, but the fine amounts can be changed going forward after seeing what kind of compliance the City has with this activity. He concluded that his phone rings with this problem more than any other problem in our community.

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

Motion carried 5-0.

**OLD BUSINESS**

**NEW BUSINESS**

**16. 2018 LONG RANGE TRANSPORTATION PLAN – MINOR AMENDMENT #2 (OF 1662.1).**

Planning and Community Development Director Craig Raymond reported that the proposed Amendment #2 includes the addition of a significant sidewalk infill project in the northwest quadrant of the City, which focuses on sidewalk gaps primarily near schools, parks, commercial corridors and utility corridors. A project to install missing sidewalks around schools and parks

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and in key locations was first drafted in 2011, but was never initiated. There was also a fair amount of conversation surrounding sidewalk gaps when the school district bond projects were underway.

Recently, the City of Great Falls has identified key gaps in the sidewalk network, provided accurate cost estimates, and recommended this project be funded with federal Congestion Mitigation and Air Quality (CMAQ) funds in the amount of approximately \$4.7 million dollars. The use of these funds will require City matching funds in the amount of \$630,000. At this point, the exact source of the matching funds has not been identified and committed. Gas tax funds may be used through the State's Bridge and Road Safety Accountability Act (BaRSAA). City staff intends to continue efforts to fill additional gaps throughout the City as funding opportunities become available. The specific proposed infill locations are shown on Attachment 1 to the agenda report.

**Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission approve Amendment #2 to the 2018 Great Falls Area Long Range Transportation Plan.**

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

Commissioner Tryon referred to a couple of proposed projects on page 100 not being directly adjacent to a school or park.

Director Raymond clarified that some of the proposed projects include filling in the gaps of a significant portion of a route to a park or a school, or to rehab existing non-compliant crossings or sidewalks.

Commissioner Wolff commented that Shyla Patera advocates often for sidewalk accessibility for the mobility impaired, and she is proud the City will be doing these projects.

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

Motion carried 5-0.

**ORDINANCES/RESOLUTIONS**

**17. RESOLUTION 10446, INTENT TO EXPAND THE BOUNDARIES OF THE GREAT FALLS BUSINESS IMPROVEMENT DISTRICT WITHIN THE CITY OF GREAT FALLS.**

Finance Director Melissa Kinzler reported that Montana Code Annotated provides statutory authority to the City Commission to expand the boundaries of the Great Falls Business Improvement District (BID). Adoption of Resolution 10446 will establish the expanded boundaries of the district and will set the public hearing for the resolution of expansion, Resolution 10447, on April 19, 2022.

The City of Great Falls has been presented with petitions signed by 71.21% of the property owners within the proposed expanded areas to be included in the District. Mont. Code Ann. 7-12-1111 sets forth "(1) Upon receipt of a petition signed by the owners of more than 60% of the area of the

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property proposed in the petition to be included in a district or in the expansion of a district, a governing body shall establish a district or expand a district as provided in this part.” Upon adoption of Resolution 10446, notices will be sent to the property owners and a legal notice published in the *Great Falls Tribune* that the public hearing for the expansion of the District is scheduled for April 19, 2022, 7:00 p.m. in the Commission Chambers.

No direct fiscal impact to the City is anticipated as a result of expansion of the District. All costs are assessed against the properties within the boundaries of the District and those costs will be used to benefit the surrounding Downtown area. The proposed expanded area is the 700 block of Central Avenue and will bring in an estimated \$15,848 in assessments.

**Commissioner Tryon moved, seconded by Commissioner Wolff, that the City Commission adopt Resolution 10446 and set a public hearing on the expansion of the Great Falls Business Improvement District for April 19, 2022.**

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

**Sherrie Arey**, NeighborWorks Great Falls Executive Director and BID Treasurer, commented that the Great Falls BID is the second oldest BID in the state. The Great Falls BID was originally created in 1989 and has been renewed every 10 years. Neither the assessment formula nor the BID boundaries have been changed since its creation. With the Commission’s approval in April an additional 20 parcels will be included within the BID. The community can expect to see an expansion of the BID’s flower program. Property owners within the district will have their trash enclosures emptied, sidewalk snow removal, additional speakers to the sound system, and additional events. In the future, the BID will be advocating for additional streetscapes and they hope to bring back their grant program.

Appearing telephonically was **Joan Redeen**, BID Community Director, 318 Central Avenue, expressed appreciation to the Commission for considering this opportunity for the BID to extend its boundaries.

**Christian Leinhauser**, Great Falls Development Authority (GFDA), commented that the BID is a great partner. As the Downtown Business Development Officer, he works every day on downtown revitalization and development. GFDA requests that the Commission continue to support the downtown. When new prospects come to town, the first thing they want to see is downtown, the heart of the city.

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

18. **ORDINANCE 3235, AMENDING TITLE 9 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO SOCIAL HOSTS.**



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City Attorney Jeff Hindoien reported that the requested action is that the Commission accept Ordinance 3235 on first reading and set second reading for April 5, 2022. Enactment of the ordinance would amend the existing social host ordinance.

The City Commission adopted Ordinance 3044 in September of 2009 that enacted a “Social Host” provision in the Official Code of the City of Great Falls (OCCGF) that created a criminal sanction for adults who are involved in organizing, facilitating or otherwise allowing events that involve the possession or consumption of alcohol by minors.

The legalization of recreational marijuana in 2021 and the anticipated increase in its availability in the community has prompted a staff discussion regarding the potential need to amend the current Social Host ordinance to include marijuana and other substances. The proposed amendment to the existing Social Host ordinance will more closely align its structure with the current landscape where marijuana is – like alcohol – now a legal product for adult use and will provide a more effective enforcement tool in deterring underage parties where alcohol, marijuana or other illegal substances are being used.

**Commissioner Wolff moved, seconded by Commissioners Hinebauch and Tryon, that the City Commission accept Ordinance 3235 on first reading and set the public hearing for April 5, 2022.**

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

Commissioner Tryon reiterated that the action the Commission is taking tonight is just to set the public hearing. There will be time for public input at the April 5, 2022 public hearing.

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

Motion carried 5-0.

19. **ORDINANCE 3242, A REQUEST FROM TOURO COLLEGE MONTANA, LLC TO REZONE ±12.21 ACRES OF PROPOSED LOT 2 OF AMENDED PLAT OF LOT 1, BLOCK 2, OF THE AMENDED PLAT OF LOT 1A &1B, BLOCK 1, OF THE AMENDED PLAT OF LOT 1, BLOCK 1, MOUNT OLIVET MINOR SUBDIVISION, LOCATED IN THE SW ¼ OF SECTION 17, T20N, R4E, P.M., CASCADE COUNTY, MONTANA FROM PLI, PUBLIC LANDS AND INSTITUTIONAL TO M-1, MIXED-USE DISTRICT.**

Planning and Community Development Director Craig Raymond reported that the Applicant, Touro College Montana, LLC, is part of a larger system of colleges and universities. The Touro System of Colleges and Universities was established in 1970 and serves a widely diverse population of over 19,000 students across 35 schools in four countries. Recently, Touro began to look into developing a medical school in Montana. After choosing Great Falls as the location, discussions with the City took place as plans began to form. The City issued a building permit for the Touro Medical College on November 8, 2021. While the Touro Medical College is under construction, Touro plans to subdivide the approximately 19.33 acres into three separate lots. The current location of the school is to exist on the proposed Lot 1A, consisting of 5.12 acres. The

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proposed use for Lot 2 is for a separate, private developer to utilize for the construction of eight apartment buildings containing 36 units each for a total of 288 housing units. This development will also include on-site parking, a club house, a pool, and two dog parks. These privately owned and managed apartments will not be exclusively used as dormitories for the Touro Medical College. They will be available to the public, but with an emphasis on housing students. There is a proposal for a Montana State University (MSU) Nursing School to be built upon Lot 3 at an unknown future date.

The two specific land use actions associated with this request that the Commission is being asked to act upon are a subsequent minor subdivision and a re-zone of a portion of the property. As mentioned, the larger existing parcel as it exists today is approximately 19.33 acres. The future Lot 1A which contains the future medical college is proposed to be 5.12 acres, Lot 2 that will contain the apartments will be 12.21 acres and Lot 3 will be approximately two acres. All three lots meet the dimensional standards as stipulated in City Code. One feature of the proposed subdivision is that the plat will contain a 20-foot trail easement that will enhance public pedestrian access to area trails, parks and other facilities.

In addition to the subdivision, the applicant is seeking to rezone a portion of Lot 2 which will contain the apartments. They are requesting approval of M-1 Mixed Use district, which will be a much more appropriate designation for the apartment use, especially considering it will be on a separate distinct parcel. The remaining parcels will still be zoned PLI-Public Lands & Institutional. The findings of fact/basis of decision attached to the agenda report for both the subdivision and zoning map amendment provide rationale for staff's recommendation of approval for the proposed land use actions.

**Commissioner Tryon moved, seconded by Commissioners Hinebauch and Wolff, that the City Commission accept Ordinance 3242 on first reading and set the public hearing for April 5, 2022.**

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

**Christian Leinhauser**, Great Falls Development Authority (GFDA), commented that there was a lot of positive vibes and comments about the city this morning at the Housing Summit. He thanked City staff for their work on this project. There is a need for housing in Great Falls as was heard today at the Housing Summit.

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

Commissioners Tryon and Wolff expressed support of the project. Commissioner Wolff added that it was nice to hear the positive comments and support of Planning and Community Development and City staff this morning at the Housing Summit.

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

Motion carried 5-0.

**CITY COMMISSION**

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**20. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Mayor Kelly noted that the Commission previously granted Commissioner Wolff permission to expend City funds, that were set aside for Commission business, to travel to Alabama.

Commissioner Wolff reported that she traveled to Tuscaloosa, Alabama, with a diverse group of entities from Great Falls. Their Chamber of Commerce was Chamber of the Year for 2021 because of their program called “West Alabama Works.” The local Great Falls Area Chamber of Commerce wants to develop a similar program to bring all entities together that are going to be producing and supporting work force employees and employers. Tuscaloosa serves a rural area and a lot of its business and industry is similar to Great Falls. She read a trip synopsis written by her son, Scott Wolff, Director of Workforce Education Coalition and Development for the Great Falls Area Chamber of Commerce. She concluded that the trip was quite inspirational and she will be providing a more complete report to the Commission.

Mayor Kelly announced that he will not be present for the April 5, 2022 Commission meeting.

Mayor Kelly announced that it was brought to his attention by Joan Redeen with the BID that the county recently passed a resolution to endorse the Commercial Property Assessed Capital Enhancement (C-PACE) Program, which was passed by the State Legislature during the last session.

Director Raymond reported that this program provides the opportunity for commercial property owners to finance energy improvements through their property taxes. The mechanism is through the State, and the City would need to adopt a Resolution in support of the program.

Mayor Kelly added that it is his understanding that the improvement of environmentally and energy efficient installations by commercial property owners stays with the building, and the financing for it passes on to the owner of the building going forward. The person that puts the improvements into the building originally does not bear all of that cost. The Commission wants more information on the program to see if it can help local owners.

This morning’s Housing Summit was well done by GFDA and was well attended. The message he took from attending was build it because the demand is vigorous. The appetite for homes here in all sizes, shapes and prices is strong.

Commissioner Tryon took exception to written comments received for the work session from Terry Bjork who stated that the Crime Task Force (CTF) pushed nearly all public comment to the side with a statement there would always be time to comment later in the process. He responded that was not true. Just like the City Commission work sessions and meetings, there was ample time for public comment at the CTF meetings.

Commissioner Wolff added that what she heard at the Housing Summit was to look at the City’s zoning to meet the needs of housing in a variety of ways. She is excited to see that unfold.

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**21. COMMISSION INITIATIVES.**

None.

**ADJOURNMENT**

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Commissioner Hinebauch, to adjourn the regular meeting of March 15, 2022, at 8:34 p.m.**

Motion carried 5-0.

\_\_\_\_\_  
Mayor Bob Kelly

\_\_\_\_\_  
City Clerk Lisa Kunz

**Minutes Approved: April 5, 2022**



Commission Meeting Date: April 5, 2022  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

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

**PRESENTED BY:** Finance Director

**ACTION REQUESTED:** Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECK RUNS FROM NEW WORLD	MAR 10, 2022 - MAR 16, 2022	577,249.62
ACCOUNTS PAYABLE CHECK RUNS FROM MUNIS	MAR 3, 2022 - MAR 23, 2022	2,356,829.47
MUNICIPAL COURT ACCOUNT CHECK RUN FOR	MAR 1, 2022 - MAR 16, 2022	12,358.88
<b>TOTAL: \$</b>		<u><u>2,946,437.97</u></u>

**SPECIAL REVENUE FUND**

**FEDERAL BLOCK GRANTS**

GREAT FALLS HOUSING AUTHORITY	SUNRISE COURT ROOF REPLACEMENT	50,900.00
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**DEBT SERVICE**

**DOWNTOWN TID BONDS**

TALISMAN CONSTRUCTION	CIVIC CENTER FAÇADE	163,175.81
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**ENTERPRISE FUNDS**

**SEWER**

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	541,436.20
STATE OF MONTANA	WWTP ANNUAL OUTFALL CHARGE	25,764.25
TD & H ENGINEERING	LIFT STATION 1 REPAIRS & SUPPLY	32,764.25

**INTERNAL SERVICES FUND**

**HEALTH & BENEFITS**

HEALTH SERVICES CORPORATION	BCBS HEALTH CARE	561,276.49
SUN LIFE FINANCIAL	SUN LIFE DENTAL AND VISION	40,921.69

**CENTRAL GARAGE**

MOUNTAIN VIEW CO-OP	DIESEL/ GASOLINE	27,815.15
MOUNTAIN VIEW CO-OP	DIESEL/ GASOLINE	55,005.00

**TRUST AND AGENCY**

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**PAYROLL CLEARING**

STATE TREASURER	MONTANA TAXES	49,021.00
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	53,813.24
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	67,727.30
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	130,086.43
US BANK	FEDERAL TAXES, FICA & MEDICARE	208,928.11

**UTILITY BILLS**

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ENERGY WEST RESOURCES	NATURAL GAS CHARGES FEB 2022	27,426.37
HIGH PLAINS LANDFILL	SANITATION CHARGES FOR FEB 2022	65,090.95
NORTHWESTERN ENERGY	FEB 2022 SLDR CHARGES	60,725.92

**CLAIMS OVER \$25000 TOTAL:** \$ 2,161,878.16

**CITY OF GREAT FALLS, MONTANA**

**COMMUNICATION TO THE CITY COMMISSION**

**DATE:** April 5, 2022

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

**PRESENTED BY:** Lisa Kunz, City Clerk

**ACTION REQUESTED:** Ratification of Contracts through the Consent Agenda

**MAYOR’ S SIGNATURE:** \_\_\_\_\_

**CONTRACTS LIST**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
<b>A</b>	Great Falls Police Department	Department of Homeland Security, US Immigration and Customs Enforcement, Homeland Security Investigations, Denver	04/05/2022	\$750/yr	Use Agreement for the Shooting Sports Complex (gun range) north of Great Falls by law enforcement agencies for the purpose of training/qualifying Public Safety Officers with approved weapons
<b>B</b>	Great Falls Police Department	Montana Division of Criminal Investigation (DCI)	04/05/2022	N/A	Interlocal Agreement between Russell Country Drug Task Force High Intensity Drug Trafficking Area (RCDTF/HIDTA) and DCI to establish the terms and

					conditions under which participating agencies may coordinate investigative efforts and/or provide assistance to the RCHIDTA in development investigations and cases for criminal prosecution.
<b>C</b>	Planning & Community Development	DOC-Great Falls Holding, LLC	04/05/2022	N/A	Water Main Utility Easement, Lot 1-A1, Block 1, of the Amended Plat of Lot 1-A1, Block 1, First Addition to Great Falls Clinic Addition
<b>D</b>	Planning & Community Development	DOC-Great Falls Holding, LLC	4/05/2022	N/A	Release of Portion of Existing Water Line Easement in Lot 1-A1, Block 1, of the Amended Plat of Lot 1-A1, Block 1, First Addition to Great Falls Clinic Addition (CR 080514.4G – OF 1223.2)
<b>E</b>	Finance	Leif Associates, Inc.	01/01/2022 – 12/31/2023	FY 2022 \$7,750 FY 2023 \$2,000	Amendment Number 2 to Professional Services Agreement related to actuarial services for GASB 75 to extend the term of the Agreement for a two-year period
<b>F</b>	Planning & Community Development	Montana State Historic Preservation Office (SHPO)	04/01/2022 – 03/31/2023	\$6,000 –Historic Preservation grant funds \$49,664.18 - City of Great Falls \$25,000 Cascade County	State of Montana Agreement MT-22-017 to maintain an active Historic Preservation Commission, designate a Historic Preservation Officer, and carry out



				\$7,553.66 Private/Non-Profit	the responsibilities for Certified Local Government (CLG) program status (CR 020122.12C)
<b>G</b>	Administration	National Museum of the United States Air Force (NMUSAF)	04/01/2022 – 03/31/2023	N/A	Ratification of 2022 Loan Agreement SDA0175 – annual loan renewal agreement for aircraft on display at Lion’s Park
<b>H</b>	Planning & Community Development	Big Sky Select Properties, LLC  Montana Department of Transportation	Ten years with successive one year renewals, unless superseded by a new Agreement	Owner/developer shall pay all costs associated with necessary approvals and permits necessary to complete work in the public right-of-way	Assumption Agreement to construct and maintain a new private road access through City property commonly identified as Sight and Sound Park, NE1/4 S22 T20N R3E, for new apartment project and commercial space attached to the Milwaukee Depot property at 101 River Drive North  and  City/State Memorandum of Agreement River Drive/U-5205 Great Falls, setting forth responsibilities associated with the installation and maintenance of sidewalk, curb and gutter, and storm drain facilities within the River Drive/U-5205 right-of-way project

<p><b>I</b></p>	<p>Public Works – Engineering</p>	<p>Advanced Engineering &amp; Environmental Services, Inc. (AE2S)</p>	<p>04/05/2022</p>	<p>Original PSA \$76,500 Amendment No. 1 \$15,000</p>	<p>Amendment No. 1 to Professional Services Agreement (PSA) to include additional hours of support to draft the City of Great Falls Erosion Control Permit and Stormwater Management Permit and finalize the draft Storm Drainage Design Manual <b>OF 1361.4</b> (CR OF 1361.1; 010521.9C)</p>
<p><b>J</b></p>	<p>Public Works – Engineering</p>	<p>M&amp;D Construction, Inc.</p>	<p>04/05/2022 – 12/31/2024</p>	<p>\$66,209</p>	<p>Ratification of Public Works Construction Agreement 2022 Sanitary Sewer Repairs to repair 20 feet of 8 inch diameter clay sewer pipe and 20 feet of 9 inch clay sewer pipe <b>OF 1675.7</b></p>



Commission Meeting Date: April 5, 2022  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Approve Final Payment: Parks and Recreation Fuel Station, O. F. 1755.0  
**From:** Engineering Division  
**Initiated By:** Public Works Department  
**Presented By:** Paul Skubinna, P.E., Public Works Director  
**Action Requested:** Consider and Approve Final Payment

**Suggested Motion:**

1. Commissioner moves:

“I move the City Commission (approve/not approve) the Final Payment for Parks and Recreation Fuel Station, in the amount of \$41,424.28 to NWESTCO, LLC., and \$418.43 to the State Miscellaneous Tax Fund.”

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

**Staff Recommendation:** Approve final payment.

**Summary:**

NWESTCO, LLC. has completed the construction of the Parks and Recreation Fuel Station, and is requesting Final Payment.

**Background:**

Purpose:

The main objective of this project was to replace and upgrade fuel storage and dispensing facilities that have exceeded their functional life and minimize the City’s environmental compliance risk going forward. The fuel system replaced the underground tank system installed in 1991 at Fire Station No. 1. The old system at Fire Station No.1 had exceeded the expected service life of 25 years. By removing the old underground tanks and installing new above ground fuel storage tanks at the Parks and Recreation Facility, the City reduced the risk of tank failure and leakage that would subject the City of Great Falls to fines and cleanup fees. The removal of the existing fuel station from the fire station provides additional parking space for the fire department. The relocation of the fueling station to the Parks and Recreation complex also provides additional security inside a fenced complex.

Additionally, in 2019 the DEQ added additional safety testing procedures for underground storage tank facilities. Through the installation of the new fueling system the City is saving approximately \$7,500 - \$10,000 in annual maintenance and testing.

**Workload Impacts:**

Design phase engineering and plans and specifications were completed by the City Engineering staff with assistance from City Street Division and Utilities. City Engineering staff provided construction phase engineering services and project inspection.

**Project Work Scope:**

Work performed under this contract included:

- Installing a two compartment 20,000 gallon (10k/10k), Double Wall horizontal UL-2085 aboveground fuel storage tank (AST) for dispensing unleaded gasoline and diesel fuels.
- Installing new fueling island including gas pumps.
- Installing a FuelMaster® Plus Advanced Fuel Management System, and additional components necessary for compatibility with existing system.
- Surface restoration that included paving and concrete drive pads.
- Installing security fencing and access gates.
- Construction of storm water management facilities.

**Final Payment:**

The original contract was awarded on November 04, 2020 in the amount of \$471,362.00. The final project cost is \$441,544.19 which is \$29,817.81 less than the amount that was originally awarded and approved. The difference is due to the cooperative efforts of the City and Contractor to reduce materials required for construction throughout the project.

**Conclusion:**

The project provides a two compartment 20,000 gallon (10k/10k), Double Wall horizontal UL-2085 aboveground fuel storage tank (AST) system, state-of-the-art tank monitoring equipment along with necessary ancillary facilities including paving, fencing, access gates, and storm water management facilities. The project was selected, prioritized and executed in accordance with the Public Works Capital Improvement Program, and budgeted utilizing Central Garage Machinery and Equipment Funds.

City staff recommends approving the Final Payment. City staff has verified that NWESTCO, LLC. has completed all work and punch list items in accordance with the plans and contract. The two year warranty period started at the time of substantial completion which was October 30, 2021.

**Fiscal Impact:**

The project cost was funded using Central Garage Machinery and Equipment Funds.

**Alternatives:**

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

**Concurrences:**

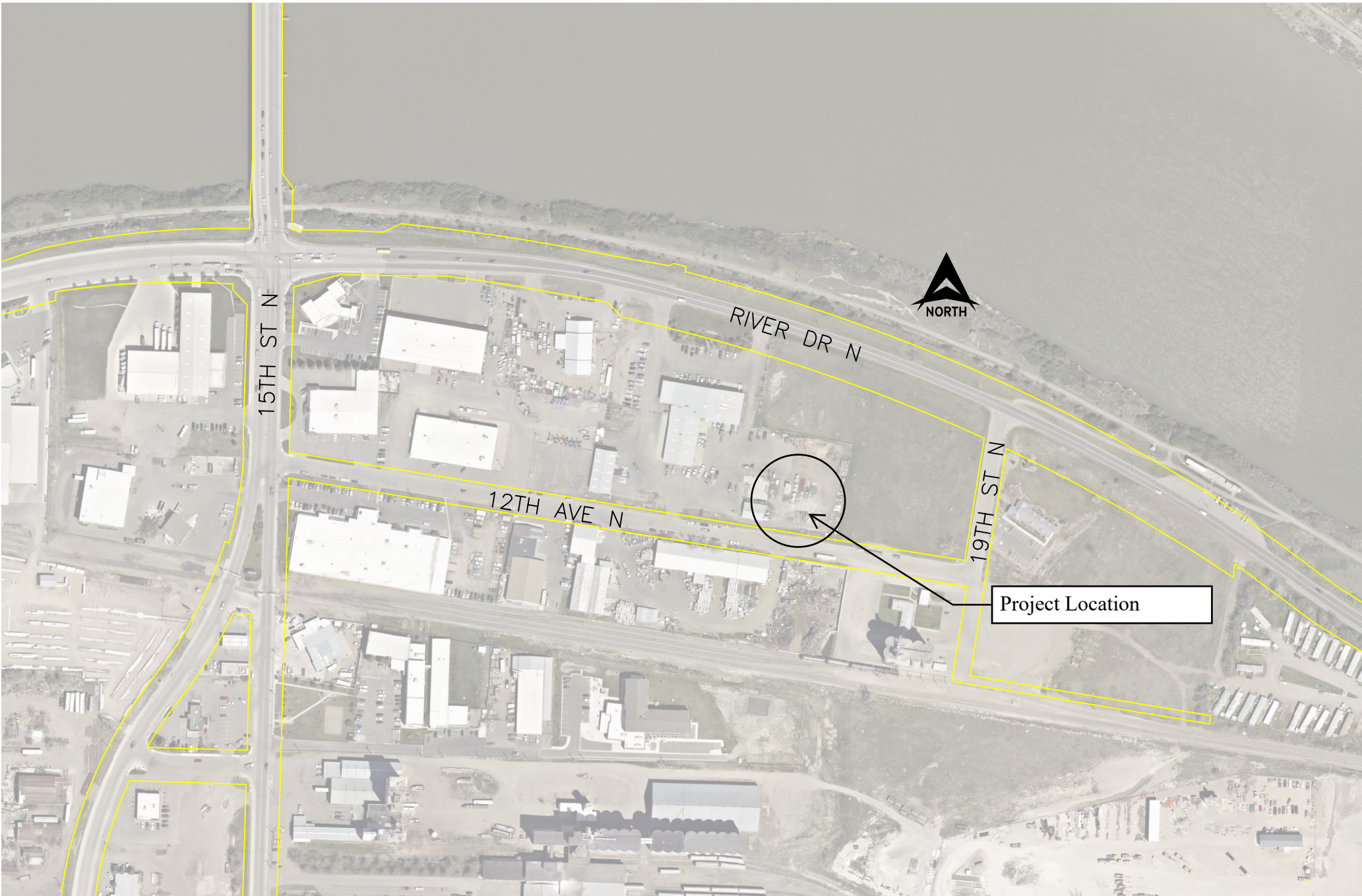
Parks and Recreation staff concurs with approving final payment.

**Attachments/Exhibits:**

Vicinity Map

Final Pay documents.

# 1755.0 Parks and Recreation Fuel Station



FINAL

PROJECT FUNDING/EXPENDITURE SUMMARY

OF 1755.0, Parks and Recreation Fuel Station

PREPARED BY THE CITY ENGINEERS OFFICE: RJB

DATE: 03/15/2022

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
CONTRACTOR: Terracon, LLC.	Other Prof. Services Miscellaneous 6010-31-513-43590	\$8,100.00					\$8,100.00	\$8,100.00	\$0.00
								\$0.00	\$0.00
		\$8,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,100.00	\$8,100.00	\$0.00
	DATE	7/15/2020							

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
CONTRACTOR: NWESTCO, LLC.	Machinery and Equipment 6010-31-513-49410	\$151,117.94	\$244,586.53	\$41,424.28			\$466,648.38	\$437,128.75	\$29,519.63
		\$151,117.94	\$244,586.53	\$41,424.28	\$0.00	\$0.00	\$466,648.38	\$437,128.75	\$29,519.63
		DATE	5/18/2021	10/1/2021	3/15/2022				

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
MT. DEPT. OF REV. 1%	Machinery and Equipment 6010-31-513-49410	\$1,526.44	\$2,470.57	\$418.43			\$4,713.62	\$4,415.44	\$298.18
		\$1,526.44	\$2,470.57	\$418.43	\$0.00	\$0.00	\$4,713.62	\$4,415.44	\$298.18
		DATE	5/18/2021	10/1/2021	3/15/2022				

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
MISCELLANEOUS	Other Prof. Services Miscellaneous 6010-31-513-43590	\$255.30	\$833.15	\$415.56	\$1,218.00		\$3,000.00	\$2,722.01	\$277.99
		\$255.30	\$833.15	\$415.56	\$1,218.00	\$0.00	\$3,000.00	\$2,722.01	\$277.99
		DATE	9/16/2020	5/6/2021	5/18/2021	11/29/2021			
	VENDOR	Tribune	P&CD-Permits	P&CD-Permits	CT-Technologies				

PROJECT #	ACCOUNT NUMBER	FUND DESIGNATION	FUNDING	EXPENDITURES	BALANCE
PW392007					
	6010-31-513-43590	Other Prof. Serv. Misc.	\$8,100.00	\$8,100.00	\$0.00
	6010-31-513-49410	Machinery and Equipment	\$466,648.38	\$437,128.75	\$29,519.63
	6010-31-513-49410	Machinery and Equipment	\$4,713.62	\$4,415.44	\$298.18
	6010-31-513-43590	Other Prof. Serv. Misc.	\$3,000.00	\$2,722.01	\$277.99
		TOTALS	\$482,462.00	\$452,366.20	\$30,095.80

*JRB*  
*JS*  
*JRP*

**Nwestco LLC**  
 115 Industrial Court  
 Kalispell, MT 59901  
 (800) 775-1892

# INVOICE



**Bill To:**  
 City of Great Falls C  
 PO Box 5021  
 Great Falls MT 59403  
 United States

**Ship To:**  
 Parks & Rec  
 Great Falls MT 59403  
 United States

**Invoice #** INV404058  
**Invoice Date** 1/14/2022  
**Due Date** 1/14/2022  
**Terms** Due on receipt  
**PO#** PW392007 / O.F.  
 1755.0  
**Work Order#**  
**Customer** City of Great Falls  
 C  


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**Amount Due** \$20,805.79

Item	Description	Qty	Rate	Amount
QuoteLabor	Work Change Directive 1	1	\$7,774.29	\$7,774.29
QuoteLabor	Work Change Directive 2	1	\$1,603.50	\$1,603.50
QuoteEquipment	Item No. 103 Fuel Dispensers (Labor)	1	\$4,588.00	\$4,588.00
QuoteEquipment	Item No. 104 FuelMaster Plus Advanced Fuel Management System (Labor)	1	\$4,740.00	\$4,740.00
QuoteEquipment	Item No. 106 Light Poles and Lights	1	\$2,100.00	\$2,100.00

Project 178720 - Final Billing Including Work Order Directive 1 & 2

**Subtotal:** \$20,805.79  
**Sales Tax:** \$0.00  
**Payment:** (\$0.00)  


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**Amount Due:** \$20,805.79

Problem Notes	Solution Notes



**APPLICATION FOR PAYMENT NO. FINAL**

To: City of Great Falls (OWNER)  
 From: NWESTCO (CONTRACTOR)  
 Contract: P&R Fuel Station 1755.0  
 Project: P&R Fuel Station Installation  
 OWNER's Contract No. \_\_\_\_\_ ENGINEER's Project No. PW392007  
 For Work accomplished through the date of: December 31, 2021

1.	Original Contract Price:	\$	<u>471,362.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$	<u>0.00</u>
3.	Current Contract Price (1 plus 2):	\$	<u>471,362.00</u>
4.	Total completed and stored to date:	\$	<u>441,544.19</u>
5.	Retainage (per Agreement):		
	<u>0</u> % of Completed Work:	\$	_____
	_____ % of stored material:	\$	_____
	Total Retainage:	\$	<u>0.00</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$	<u>441,544.19</u>
7.	Less previous Applications for Payments:	\$	<u>399,701.48</u>
8.	Gross Amount Due this application: (6 minus 7):	\$	<u>41,842.71</u>
9.	Less 1% State Gross Receipts Tax:	\$	<u>418.43</u>
10.	<b>DUE THIS APPLICATION (8 MINUS 9):</b>	\$	<u>41,424.28</u>

Accompanying Documentation:

CONTRACTOR's Certification

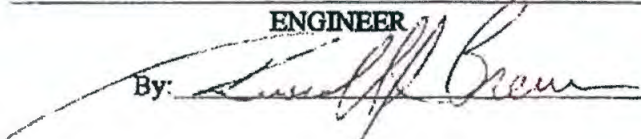
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for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

Dated 03/15/2022

CONTRACTOR  
 By: 

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 3/14/2022

Russell Brewer  
 ENGINEER  
 By: 

EJCDC No. 1910-8-E (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute. Modified by the City of Great Falls to add items 9 and 10.





## 1% Contractor's Gross Receipts Gross Receipts Withholding Return

**MONTANA**  
**CGR-2**  
**Rev 01-10**

Form CGR-2 is required to be completed and mailed to the Department of Revenue within 30 days after each payment is made to the prime contractor or subcontractor.

1. <b>Contract awarded by:</b> Enter the federal employer identification number, business name and address. Place an "X" in the "Government Entity" box if you are remitting the 1% contractor's gross receipts payment on behalf of a prime contractor. Place an "X" in the "Prime Contractor" box if you are allocating the 1% contractor's gross receipts from your prime contractor's account to your subcontractor's account. <div style="text-align: center;">                     Government Entity <input checked="" type="checkbox"/>      Prime Contractor <input type="checkbox"/> </div>			
Federal Identification Number (FEIN)		81-6001269	
Name    CITY OF GREAT FALLS			
Address PO BOX 5021			
City	GREAT FALLS	State	MT      Zip Code 59403
2. <b>Contract awarded to:</b> Enter the federal employer identification number, business name and address. Place an "X" in the "Prime Contractor" box if you are remitting the 1% contractor's gross receipts on behalf of a prime contractor. Place an "X" in the "Subcontractor" box if you are allocating the 1% contractor's gross receipts from your prime contractor's account to your subcontractor's account. <div style="text-align: center;">                     Prime Contractor <input checked="" type="checkbox"/>      Subcontractor <input type="checkbox"/> </div>			
Federal Identification Number (FEIN)		90-1018013	
Name    NWESTCO LLC			
Address 115 INDUSTRY COURT			
City	KALISPELL	State	MT      Zip Code
3. Enter the Government Issued Purchase Order Number here.....	3.	OF 1755.0	
4. Enter the contract award date here.....	4.	11 / 04 /2020	
5. Enter the month and year this payment was earned.....	5.	12 /2021	
6. Enter the gross dollar amount due to the prime contractor or subcontractor here.....	6.	\$	41,842.71
7. Multiply the amount on line 6 by 1% (.01) and enter the result here. <b>This is your 1% Contractor's Gross Receipts.</b> .....	7.	\$	418.43
8. Subtract line 7 from line 6 and enter the result here. <b>This is the net amount paid to the prime contractor or subcontractor.</b> .....	8.	\$	41,242.28
9. Check the box below that identifies the type of return you are filing and enter the date the payment was made to the prime contractor or subcontractor.....9. ____/____/20__ 9(a) <input type="checkbox"/> I am enclosing the amount reported on line 7 for credit to my prime contractor's account. 9(b) <input type="checkbox"/> I am allocating the amount reported on line 7 for credit to my subcontractor's account.			
10. Enter a description of the work performed under this contract.			
11. Enter the location in Montana where this work is performed. Be specific with your description.			

**Withholding return submitted by:** Select the appropriate box identifying which entity is completing this return; sign this return and enter the information requested below.

Government Entity       Prime Contractor       Subcontractor

Preparer's Signature

Preparer's Title    Engineering Admin Secretary

Date 03/18/2022

Telephone Number 406-771-1258

Fax Number 406-771-0700

Please mail this registration to:  
Department of Revenue, P.O. Box 5835, Helena, MT 59604-5835



Commission Meeting Date: April 5, 2022

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Professional Services Agreement: Solid Waste Study, OF 1785.0

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Paul Skubinna, P.E., Public Works Director

**Action Requested:** Consider and approve a Professional Services Agreement.

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**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (approve/not approve) a Professional Services Agreement in the amount not to exceed \$155,217.00 to Advanced Engineering and Environmental Services, Inc. (AE2S), for composing Phase 1 of a Solid Waste Study for the City of Great Falls, 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.

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**Staff Recommendation:** Approve a Professional Services Agreement.

**Summary:**

The City proposes to retain AE2S and sub-consultant Jacobs (formerly CH2M Hill) for professional consulting services to compose Phase 1 of a Solid Waste Study for the City of Great Falls. The overall Solid Waste Study is a planning level feasibility study which evaluates alternatives for City solid waste disposal. Currently, solid waste which is collected by the Public Works - Solid Waste Division is disposed of at the High Plains landfill, owned and operated by Republic Services Inc. (formerly Montana Waste Systems). Tipping fees, or disposal fees, at the landfill have increased and are projected to continue to increase. Therefore, the City would like to compose a report that presents and evaluates alternative options for the City's consideration for solid waste disposal, including privatization, maintaining the status quo, or constructing a new municipal landfill. Phase 1 of the study consists of a composition of feasible alternatives and performing a fatal flaw analysis or initial screening.

**Background:**

The City operates and maintains a solid waste collection service to residential and commercial users within the City of Great Falls, including a cardboard recycling service to commercial customers. The solid waste is disposed of at the High Plains landfill, owned and operated by Republic Services. The recycled cardboard is taken to Pacific Steel and Recycling. Republic Services also operates and maintains a private solid waste collection service in the Great Falls and surrounding area.

In 2016, the City entered into a Solid Waste Disposal Agreement with Montana Waste Systems, Inc. (currently Republic Services Inc.) for solid waste disposal at the landfill. The stipulated compensation owed by the City for disposal consists of a base rate plus an annual escalation of 1.00 times the CPI (Consumer Price Index) times the base rate for the preceding year. The pandemic has resulted in an increase in the CPI, and per the February 2022 News Release, Bureau of Labor Statistics, “The all items index rose 7.9 percent for the 12 months ending February. The 12-month increase has been steadily rising and is now the largest since the period ending January 1982.” The agreement stipulates that the base rate escalation percent increase cannot exceed 7 percent. Thus, the City could be facing significant base rate escalations for disposal in the forthcoming years due to an increasing CPI.

Due to this, and other factors, the Public Works Department desires to compose a “Solid Waste Study”. The Study is a comprehensive planning level economic feasibility study, present worth analysis, or other model of financial comparison of implementing new solid waste management alternatives, including the construction of a new Class II Solid Waste Management System municipal landfill and/or the construction of a new Class II Transfer Station. Other preliminary alternatives consist of maintaining the “Status Quo”, privatization of the Great Falls solid waste market, and other potential alternatives as recommended by consultants with expertise in the solid waste field.

Solid waste disposal operations and maintenance costs will be also considered in the Solid Waste Study. The High Plains landfill is located about 8 miles northwest of the City, causing wear and tear to City vehicles as trips are made for disposal. Also, the City has internal waste streams including, but not limited to: organics (landscaping clippings, leaves, etc.), solid waste, dewatered Bio-Solids from the WWTP, dewatered Alum Sludge from the WTP, construction materials (including Portland cement concrete waste, bituminous materials, and asbestos materials), and mechanical shop waste (including tires). The Solid Waste Study will take these internal waste streams into consideration. Additionally, the City desires to evaluate solid waste abatement programs and strategies. This may include, but is not limited to: recycling, reduction and reuse, organics recovery, and resource recovery.

In late 2021, the City solicited proposals from qualified firms to perform the Solid Waste Study. Four proposals were received, and three interviews were conducted. The winning consultant was the AE2S and Jacobs (formerly CH2M Hill) team. The fee and scope were subsequently negotiated with the consultant to meet the City’s programmed budget and to meet the needs of the scope of the project. The consultant’s scope and proposal consists of two phases. Phase 1 of the Study is a screening level feasibility review that will include public engagement, preparing a baseline and projections, conducting a fatal flaw and initial screening analysis, and preparing preliminary conceptual level designs and initial cost estimates. Phase 1 will consist of a Phase 1 report and a presentation to the Commission in a future work session to discuss the report. Phase 2 will move forward only if the City determines there are viable alternatives to develop a City owned waste facility. If the City elects to move forward, Phase 2 would consist of planning level design, financial analysis of each remaining alternative, ranking the selected alternatives and selecting a preferred alternative, developing a critical path schedule, and composing of a final comprehensive Study.

Workload Impacts:

AE2S and Jacobs will compose the Solid Waste Study with assistance primarily from the Public Works and Finance Departments. City Staff will participate in regular communication with the consultant, provide necessary background information to the consultant, participate in work sessions with the consultant, and be involved in the project in general. City Staff may also participate in public engagement, via public hearings, social media, and other potential methods of engagement.

**Project Work Scope:**

The scope of the project was generally defined in the background section above. A more detailed definition of the scope is included in the consultant's proposal and "Exhibit A" as attached to the Professional Services Agreement. A copy of the consultant's final proposal is on file at the City.

**Conclusion:**

The project has been selected, prioritized, and executed in accordance with the Public Works Capital Improvement Program. City staff recommends approving the Agreement with AE2S and Jacobs, in the amount of \$155,217.00 to compose Phase 1 of the Solid Waste Study.

**Fiscal Impact:**

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

**Alternatives:**

The City Commission could vote to not award the PSA and continue to operate the solids waste service as it currently exists. This would result in a missed opportunity to evaluate the status of the City's solid waste service and consider viable alternatives.

**Attachments/Exhibits:**

Vicinity Map

Professional Services Agreement

# Vicinity Map - Solid Waste Study OF 1785.0



## PROFESSIONAL SERVICES 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 59403-5021, hereinafter referred to as “City,” and **ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC (AE2S)**, Portage Building, 405 3<sup>rd</sup> Street NW, Suite 205, Great Falls, MT 59404, hereinafter referred to as “Consultant.”

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 Consultant as an independent contractor to perform for City services described in the Scope of Services attached hereto as Exhibit “A” and by this reference made a part hereof.

2. **Term of Agreement:** This Agreement is effective upon the date of its execution. Both parties reserve the right to cancel this Agreement by providing a written thirty (30) day notice to the other party.

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

4. **Payment:** City agrees to pay Consultant an amount not to exceed ONE HUNDRED FIFTY FIVE THOUSAND TWO HUNDRED SEVENTEEN DOLLARS for services performed pursuant to the Scope of Services, with said services to be performed by Consultant at the hourly rates set forth in Exhibit “B” and reimbursable expenses to be charged at the hourly rates set forth in Exhibit “B”. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

Consultant shall prepare invoices in accordance with its standard invoicing practices and the terms of this Agreement. Consultant shall submit its invoices to City on a monthly basis. Invoices are due and payable within 30 days of receipt.

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

Consultant 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. Consultant shall maintain workers' compensation coverage for all members and employees of Consultant's business, except for those members who are exempted by law.

Consultant shall furnish the City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

**6. Indemnification:** To the fullest extent permitted by law, Consultant 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 Consultant's or its subconsultant's work on the Project, but only to the extent caused by Consultant's breach of this Agreement or any negligent act or omission of Consultant or Consultant's officers, directors, members, partners, employees, or subconsultants. 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. Consultant's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City. Consultant also waives any and all claims and recourse against the City or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except responsibility for its own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent, according to 28-2-702, MCA. These obligations shall survive termination of this Agreement and the services performed hereunder.

**7. Insurance:** Consultant shall purchase and maintain insurance coverage as set forth below. The insurance policy, except Workers' Compensation and Professional Liability, 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." Consultant will provide the City with applicable additional insured endorsement documentation. 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 Consultant, 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 Consultant's warranties. All insurance policies, except Workers' Compensation, must contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least thirty (30) days prior written notice has been given to Consultant, 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	\$1,500,000 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

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

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

**Legal reviewer initials:**  **Approved**  **Denied**

**8. Professional Service:** Consultant agrees that all services and work performed hereunder will be accomplished in a professional manner. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

Consultant shall not, at any time, supervise, direct, control, or have authority over any contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any contractor.

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

**10. Nondiscrimination:** Consultant agrees that all hiring by Consultant 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.



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

**12. Modification and Assignability:** This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Consultant may not subcontract or assign Consultant's rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

**13. Ownership and Publication of Materials:** All reports, information, data, and other materials prepared by the Consultant pursuant to this Agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City. The City grants Consultant a worldwide, perpetual, nonexclusive, royalty-free license for all reports, information, data, and other materials, prepared by the Consultant pursuant to this Agreement.

**14. Liaison:** City's designated liaison with Consultant is **Mark Juras** and Consultant's designated liaison with City is **Nate Weisenburger**.

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

**16. Beneficiaries:** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or Consultant to any contractor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

**IN WITNESS WHEREOF**, Consultant 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**

**AE2S  
CONSULTANT**

**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 AS TO FORM:

By \_\_\_\_\_  
Jeffrey M. Hindoien, 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  
SOLIDS WASTE STUDY – PHASE 1  
CITY OF GREAT FALLS, MONTANA  
O.F. 1785.0**

Revised: March 16, 2022

Submitted by: AE2S

Advanced Engineering and Environmental Services, LLC (AE2S) and Jacobs Engineering are providing professional engineering services to the City of Great Falls for the Solids Waste Study project.

AE2S/Jacobs has prepared the following scope for Phase 1 of the Solids Waste Study project. The scope of services is to be provided as an amendment to the prescribed requirements of the Professional Services Agreement and related attachments. Descriptions of the proposed tasks to be completed by AE2S/ Jacobs under this amendment are provided below:

**PHASE 1**

**I. PROJECT MANAGEMENT**

- A. Coordinate with the City of Great Falls regarding the scope of the project, prepare an estimate of engineering fees, and submit detailed scope for engineering services.
- B. Kickoff meeting is planned to be combined with the Framing Workshop in Task II.
- C. PMP and Public Involvement/Strategic Communications Plan will be combined.
- D. Task developed on an 8-month project timeframe.

Estimated Fee: \$15,524

**II. PREPARE BASELINE AND PROJECTIONS**

- A. Coordinate with City of Great Falls staff regarding existing conditions for the following:
  1. 3-hour Framing Workshop preparation, participation (virtual by some), and summary.
  2. 2-hour site visit to be conducted in coordination with the Framing Workshop.
  3. Background data collection of disposal and recycling estimates. City to provide data to the extent possible, remaining items will be developed using high-level estimating tools.
- B. Service area scenarios and associated high-level waste future projections. The high-level 20-40-year projects will include three scenarios: Great Falls, Cascade County, and Regional for MSW and recycling.
- C. Deliverables:
  1. One (1) paper copy of the Framing Workshop summary, delivered to City within one week of completing workshop.

Estimated Fee: \$26,092

**III. FATAL FLAW/INITIAL SCREENING**

- A. Coordinate with City of Great Falls staff regarding screening criteria, scenario development, and concept developments workshop.
  1. Identify screening criteria and initial regulatory, permitting, and zoning requirements.
  2. Peer-to-peer discussions to be conducted by the City and shared during the Concepts Workshop. Suggested peers will be provided by engineering team.
  3. Schedule, prepare for, and participate (virtually) in 3-hour Concepts Development Workshop with City. Focus will be on high-level Basis of Design and discuss advantages, disadvantages,

**EXHIBIT A – SCOPE OF SERVICES  
SOLIDS WASTE STUDY – PHASE 1  
CITY OF GREAT FALLS, MONTANA  
O.F. 1785.0**

Revised: March 16, 2022

Submitted by: AE2S

and fatal flaws. This initial workshop will discuss the realm of options but will have the objective of reducing down to 5 alternatives by the end of the workshop.

- a. Deliverable – One (1) paper copy and one (1) electronic copy of Concepts Workshop summary documents, delivered to City within one week of completing workshop.

Estimated Fee: \$22,811

**IV. CONCEPTUAL LEVEL DESIGN & INITIAL COST ESTIMATES**

- A. Coordinate with City of Great Falls staff regarding design documentation format and project constraints.

- 1. Prepare preliminary conceptual level design alternatives for up to five (5) alternatives based on initial screening.
- 2. Provide internal QA/QC peer/fact sheet review for five (5) alternatives.
- 3. Prepare five (5) high-level cost estimates (rough order of magnitude costs) of capital, O&M, closure, post-closure, annual monitoring, and unit cost per ton.
- 4. Prepare draft report for City review. City to provide review comments with two (2) weeks.
- 5. Prepare final Solid Waste Study – Phase 1 report
- 6. Deliverable – One (1) paper copy and one (1) electronic copy of conceptual design documents.

Estimated Fee: \$73,438

**V. PUBLIC ENGAGEMENT – TO RUN THROUGHOUT ENTIRETY OF PROJECT**

- A. Assist Owner in engaging public through public relations activities and social media.
- B. Prepare for and facilitate the Town Hall session and provide notes summarizing public input received.
- C. Does not include the development of a Communications Plan since prepared with PMP in previous task.
- D. Deliverable - One (1) paper copy and one (1) electronic copy of City Commission presentation.

Estimated Fee: \$17,352

**Phase 1 Fee Summary:**

I.	Project Management	\$ 15,524
II.	Prepare Baseline and Projections	\$ 26,092
III.	Fatal Flaw/Initial Screening	\$ 22,811
IV.	Conceptual Level Design & Initial Cost Estimates	\$ 73,438
V.	Public Engagement	<u>\$ 17,352</u>

Estimated Fee: \$155,217

## Exhibit B

### ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC 2022 HOURLY FEE AND EXPENSE SCHEDULE

Labor Rates\*

Administrative 1	\$61.00	I&C Assistant	\$98.00
Administrative 2	\$74.00	I&C 1	\$138.00
Administrative 3	\$89.00	I&C 2	\$160.00
		I&C 3	\$183.00
Communications Specialist 1	\$98.00	I&C 4	\$194.00
Communications Specialist 2	\$113.00	I&C 5	\$203.00
Communications Specialist 3	\$131.00		
Communications Specialist 4	\$158.00	IT 1	\$117.00
Communications Specialist 5	\$173.00	IT 2	\$159.00
		IT 3	\$190.00
Construction Services 1	\$118.00		
Construction Services 2	\$145.00	Land Surveyor Assistant	\$90.00
Construction Services 3	\$160.00	Land Surveyor 1	\$108.00
Construction Services 4	\$180.00	Land Surveyor 2	\$129.00
Construction Services 5	\$198.00	Land Surveyor 3	\$145.00
		Land Surveyor 4	\$160.00
Engineering Assistant 1	\$77.00	Land Surveyor 5	\$177.00
Engineering Assistant 2	\$92.00		
Engineering Assistant 3	\$116.00	Operations Specialist 1	\$93.00
Engineer 1	\$125.00	Operations Specialist 2	\$113.00
Engineer 2	\$148.00	Operations Specialist 3	\$140.00
Engineer 3	\$177.00	Operations Specialist 4	\$158.00
Engineer 4	\$203.00	Operations Specialist 5	\$184.00
Engineer 5	\$215.00		
		Project Coordinator 1	\$109.00
Engineering Technician 1	\$75.00	Project Coordinator 2	\$121.00
Engineering Technician 2	\$96.00	Project Coordinator 3	\$132.00
Engineering Technician 3	\$117.00	Project Coordinator 4	\$148.00
Engineering Technician 4	\$131.00	Project Coordinator 5	\$167.00
Engineering Technician 5	\$149.00		
		Project Manager 1	\$188.00
Financial Analyst 1	\$104.00	Project Manager 2	\$206.00
Financial Analyst 2	\$118.00	Project Manager 3	\$223.00
Financial Analyst 3	\$142.00		
Financial Analyst 4	\$155.00	Sr. Designer 1	\$165.00
Financial Analyst 5	\$172.00	Sr. Designer 2	\$183.00
		Sr. Designer 3	\$194.00
GIS Specialist 1	\$98.00		
GIS Specialist 2	\$118.00	Sr. Financial Analyst 1	\$194.00
GIS Specialist 3	\$139.00	Sr. Financial Analyst 2	\$212.00
GIS Specialist 4	\$155.00	Sr. Financial Analyst 3	\$231.00
GIS Specialist 5	\$173.00		
		Sr. Project Manager 1	\$235.00
		Sr. Project Manager 2	\$254.00
		Sr. Project Manager 3	\$265.00
		Technical Expert 1	\$320.00
		Technical Expert 2	Negotiable

**Reimbursable Expense Rates**

Transportation	\$0.65/mile
Survey Vehicle	\$0.85/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS – Survey	\$50.00/day
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$25.00/hour
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$250.00/hour
Outside Services	cost *1.15
Geotechnical Services	cost *1.30
Out of Pocket Expenses	cost*1.15
Rental Car	cost*1.20
Project Specific Equipment	Negotiable

\* Position titles are for labor rate grade purposes only.

*These rates are subject to adjustment each year on January 1.*



Commission Meeting Date: April 5, 2022

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Approval of a Community Development Block Grant (CDBG) Funding Agreement for the installation of an inclusive playground at Whittier Elementary School.

**From:** Planning & Community Development

**Initiated By:** Great Falls Public Schools (GFPS)

**Presented By:** Craig Raymond, Director, Planning & Community Development

**Action Requested:** Approval of the CDBG Funding Agreement in the amount of \$200,000 to GFPS.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the CDBG Funding Agreement in the amount of \$200,000 to Great Falls Public Schools for the installation of an inclusive playground at Whittier Elementary School.”

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

**Staff Recommendation:** Staff recommends approval of the requested CDBG Funding Agreement for an amount of \$200,000 to GFPS for the new inclusive playground at Whittier Elementary School.

**Summary:** Great Falls Public Schools has submitted a grant request to install a new inclusive playground at Whittier Elementary School. Great Falls Public Schools reports that typically, all GFPS playground updates are financed through local PTA fundraising efforts. With a high poverty school population, such as Whittier, the necessary connections for PTA fundraising to be effective are more limited as compared to a low poverty school population. This creates inequity for a school such as Whittier. Whittier Elementary is the second highest poverty school in the community and would be the 4<sup>th</sup> school in the district with a more inclusive playground for children of all abilities. The playground installation would take place this summer, creating a destination location for children of all abilities and their families to enjoy for years to come.

The project would consist of removal of the existing dilapidated play structures, replacement of pea gravel with a safe and accessible surface material creating a zero transition from asphalt to play surface, and the purchase and installation of new inclusive play equipment. GFPS, with other funding, has plans to update the exterior basketball hoops and asphalt in the near future, but the timeline for that project is currently pending.

**Fiscal Impact:** This will be covered through CDBG funding.

**Alternatives:** If the Commission were to reject the proposed funding agreement, Great Falls Public Schools does not currently have funds available to support this project. A rejection of this funding agreement would ultimately halt this project entirely.

**Concurrences:** Staff from Planning and Community Development have coordinated with Great Falls Public Schools and HUD staff out of the Denver office to ensure the eligibility of this request. GFPS is an eligible agency to request CDBG funds for Public Facilities and Improvements.

**Attachments/Exhibits:** 2021/2022 Great Falls Public Schools Whittier Elementary School Playground Funding Agreement



**CITY OF GREAT FALLS**  
**2021/2022 Community Development Block Grant Agreement**  
**BY AND BETWEEN**  
**THE CITY OF GREAT FALLS, MONTANA, AND**  
**Great Falls Public Schools**

**Great Falls Public Schools**, hereinafter referred to as the Grantee, hereby enters into this Agreement with the Planning and Community Development Department of the City of Great Falls, a Municipal Corporation of the State of Montana, hereinafter referred to as the City on this **16th** day of **March, 2022**.

**SECTION 1 – PROJECT DESCRIPTION**

The Grantee has approved of, and hereby agrees to, the following project description, program budget and tentative activity schedule:

- A. The Grantee has been awarded as a subrecipient of the City to receive United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds in the amount of **\$200,000.00**.
- B. Personnel assigned to scope of work includes: **Tom Moore**  
Contact Information: **406-268-6001 tom\_moore@gfps.k12.mt.us**
- C. The project scope will **replace aging playground equipment with modernized structures that allow for accessible and inclusive play. The playground and structures will be available to the general public.** The project will be implemented during the time period of **April 2022 to June 30, 2023**.
- D. Grantee is responsible for any costs and for expenses incurred in excess of the grant amount. Non-profit agencies will not be funded for staff salaries, benefits, office consumables, and rent payments for agency office space or utility costs. All grant funds will need to be expended by the Grantee prior to **June 30, 2023**. Any remaining unspent funds will revert back to the City after that date.
- E. Requests for extension can be submitted by the Grantee and considered for approval by the City. Extension requests must be submitted by **May 31, 2023**. Refer to *24 CFR 570.503* regarding Scope of Work, Time of Performance, and budget documentation.

**NATIONAL OBJECTIVE**

The CDBG national objective most pertinent to the proposed project is **benefit low and moderate income individuals and families by providing a suitable living environment**.

Determination of eligibility is fully described in 24 CFR 570.200 through 24 CFR 570.209.

The project will address the national objective by **replacing aging playground equipment with modernized structures that allow for accessible and inclusive play available to the general public**.

## SECTION 2 – GENERAL CONDITIONS

### A. GENERAL COMPLIANCE:

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570. These are the HUD regulations concerning the CDBG program. The Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. Additionally all regulations under 2 CFR 200 apply.

### B. INDEMNIFICATION:

- a. The Grantee waives any and all claims and recourse against the City of Great Falls, including the right of contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incidental to the Grantee's or any subrecipient's performance of this Contract.
- b. The Grantee shall indemnify and hold harmless the City of Great Falls and its agents and employees from and against all claims, damages, losses and expenses, penalties including attorney fees arising out of, or resulting from, the performance of the work, provided that any such claim, damage, loss, or expense which is:
  - i. attributable to bodily injury, sickness, disease or death or to damage or destruction of tangible property, other than the work itself, including the loss and use resulting therefrom;
  - ii. caused in whole or in part by any negligent act or omission of the contractor(s), and subcontractor(s), or anyone directly or indirectly employed by any one of them or anyone else, for whose acts any of them may be liable, regardless whether or not is caused in part or by party indemnified hereunder; and,
  - iii. caused in whole or in part by its failure to adhere to the terms of this contract.

### C. SUSPENSION/TERMINATION/REIMBURSEMENT:

The Grantee agrees that suspension or termination of this project may occur if the Grantee materially fails to comply with any term of this Agreement, or any rules, regulations or provisions referred to herein, and that this grant may be terminated by the City for convenience. These conditions are fully described below in 2 CFR 200.338 and 2 CFR 200.339.

1. 2 CFR 200.338 Remedies for Noncompliance

- a. If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in § 200.207 Specific Conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:
    - i. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
    - ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
    - iii. Wholly or partly suspend or terminate the Federal award.
    - iv. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
    - v. Withhold further Federal awards for the project or program.
    - vi. Take other remedies that may be legally available.
2. 2 CFR 200.339 Termination
- a. The Federal award may be terminated in whole or in part as follows:
    - 1. By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
    - 2. By the Federal awarding agency or pass-through entity for cause;
    - 3. By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
    - 4. By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish

the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

- b. When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).
  1. The information required under paragraph (b) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either –
    - i. Has exhausted its opportunities to object or challenge the decision, see § 200.341 Opportunities to object, hearings and appeals; or
    - ii. Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.
  2. If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:
    - i. Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days;
    - ii. Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.
  3. Federal awarding agencies, shall not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal entity asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.

- c. When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in § 200.343 Closeout and § 200.344 Post-closeout adjustments and continuing responsibilities.

D. REVERSION OF ASSETS:

- 1. Upon final payment by the City, the Grantee agrees that any unspent funds shall no longer be obligated by the City to the Grantee.
- 2. The Grantee agrees to the following:
  - a. It will strive to deliver the kinds of services to the types of beneficiaries that will enable it to always meet at least one of the national objectives of the CDBG program referred to in *24 CFR 570.208*. This stipulation is in effect for five years from the date of issuance of the final payment by the City for this activity;
  - b. If at any time during these five years the Grantee is no longer conducting a program or programs that are CDBG eligible, the Grantee agrees to return all furnishings, equipment, or personal property that was paid for by CDBG funds, or reimburse the City in the amount that is equal to the value;
  - c. This agreement shall comply with the requirements specified in *24 CFR 570.503(b)(7)*; and
  - d. If any furnishings, equipment or personal property (under the above the criteria) are no longer in control or possession of the Grantee, said Grantee agrees to reimburse the City in the amount that is equal to the furnishing, equipment, or personal property value at the time of the purchase, and that the City may use any legal means necessary to obtain restitution for these items from the Grantee.

E. TERM OF THE AGREEMENT:

- 1. The term of this Agreement with the exception of Section 2-D above shall expire when the final payment is made or on **June 30, 2023**, whichever is later.
- 2. The term of the Agreement pertaining to Section 2-D shall expire only when the applicable criteria are met by the Grantee and accepted by the City.

F. PUBLICATIONS:

In all documents referencing the CDBG Project the Grantee agrees to insert the following language, to the fullest extent possible, and submit a copy to the City: “-funded by the City of Great Falls CDBG Program.”

**SECTION 3 – ADMINISTRATION REQUIREMENTS**

**A. FINANCIAL MANAGEMENT:**

1. The Grantee agrees to provide the City with the following documents (if applicable) before any funds are disbursed by the City:
  - a. This signed Community Development Block Grant Agreement;
  - b. Grantee’s Articles of Incorporation;
  - c. Grantee’s tax-exempt status certification;
  - d. Grantee’s by-laws or other such operational information;
  - e. Any other pertinent information which the City requests; and
  - f. Any Grantee lease agreements.
  
2. The Grantee shall comply with the current requirements and standards, in effect to the date of this agreement, of 2 *CFR, Part 200* and containing reference to 2 CFR, Part 230, “Cost Principles for Non-Profit Organizations” or 2 CFR, Part 220, “Cost Principles for Educational Institutions,” as applicable, and with the following Attachments to 2 CFR, Part 215:
  - (1) “Financial Reporting”;
  - (2) “Bonding and Insurance”;
  - (3) “Retention and Custodial Requirements for Records”;
  - (4) “Standards for Financial Management Systems”;
  - (5) “Monitoring and Reporting Program Performance”;
  - (6) “Property Management Standards”; and
  - (7) “Procurement Standards”.

**B. DOCUMENTATION AND RECORD-KEEPING:**

1. The Grantee agrees to maintain all records required by the Federal regulation specified in 24 *CFR Part 570.506*, which are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
  - a. Records providing a full description of each activity undertaken;
  - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - d. Financial records as required by 24 *CFR Part 570.502*, and 2 CFR Part 200; and
  - e. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. The Grantee shall retain all records pertinent to expenditures incurred under this contract for period of five (5) years after the termination of all activities funded under this Agreement.
3. The Grantee shall maintain grant beneficiary information, as requested by the City which will include client eligibility for services, and client ethnicity. The Grantee agrees to provide the City all non-duplicated information required. This report is due, upon request of funds or, if not applicable, on or before **July 31, 2023**, and will cover the period from **April 2022** through **June 30, 2023** unless otherwise specified by the City.
4. The Grantee understands that certain client information collected under this contract is private and use or disclosure of such information, when not directly connected with the administration of the City's or Grantee's responsibilities with respect to services provided under this contract, is prohibited. Client information that might be utilized for identity theft including Social Security numbers, bank account numbers, and other personal information shall be kept under lock and key by the Grantee.
5. The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall confirm with the "changes in use" restrictions specified in *24 CFR Parts 570.503 (b)(7)*, as applicable.
6. All Grantee records with respect to any matters covered by this Agreement shall be made available to the City or HUD, at any time during normal business hours, as often as the City or HUD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after the Audit Report. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.
7. At the City's discretion, the City may monitor the Grantee on-site to review all Grantee records with respect to any matters covered by this Agreement. A fifteen (15) day notice of an on-site monitoring will be provided and in accordance with 24 CFR 570 Part 570.502(b)(vii). On-site monitoring of the Grantee will be conducted less frequently than quarterly and more frequently than annually.
8. Under the conditions of 24 CFR 570.508, public access to program records shall be provided to citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality, notwithstanding 2 CFR 200.337.

C. REPORTING AND PAYMENT PROCEDURES:

1. Program Income

The Grantee agrees that this CDBG activity, as proposed, generates no program income as defined in *24 CFR 570.500(a)* and therefore, the requirements of *24 CFR 570.504* are not applicable to this project. This paragraph does not nullify any of the requirements described in Section 2-D of this Agreement.

2. Payment Procedures

The City will pay to the Grantee/Contractor funds available under this contract based upon information submitted by the Grantee and consistent with any approved budget, and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Grantee. Final invoices must be received by City no later than 15 days after the end of the contract to be eligible for payment, unless an extension is given by the City.

3. Progress Reports

The Grantee shall submit regular progress reports to the City in the form, content, and frequency as required by the City.

D. PROCUREMENT:

1. Federal Standards

The Grantee shall procure all materials, property, or services in accordance with the requirements of *2 CFR Part 215.40*, Procurement Standards.

2. Compliance

The Grantee agrees to comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided therein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this contract.

E. OTHER PROGRAM REQUIREMENTS:

1. The Grantee shall carry out the activities under this contract in compliance with all Federal laws and regulations as described in *24 CFR 570 Subpart K*:

- (1) 570.600, General;
- (2) 570.601, Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063; 99;
- (3) 570.602, Section 109 of the Act;
- (4) 570.603, Labor Standards;
- (5) 570.604, Environmental Standards;
- (6) 570.605, National Flood Insurance Program;
- (7) 570.606, Displacement, Relocation, Acquisition, and Replacement of Housing;



- (8) 570.607, Employment and Contracting Opportunities;
- (9) 570.608, Lead-Based Paint;
- (10) 570.609, Use of Debarred, Suspended or Ineligible Contractors or Subrecipients;
- (11) 570.610, Uniform Administrative Requirements and Cost Principles;
- (12) 570.611, Conflict of Interest;
- (13) 570.612, Executive Order 12372; and
- (14) 570.613, Eligibility Restrictions for Certain Resident Aliens;
- (15) 570.614, Architectural Barriers Act and the Americans with Disabilities Act; and except that:
  - (i) The Grantee does not assume the City’s environmental responsibilities described in 570.604; and
  - (ii) The Grantee does not assume the City’s responsibility for initiating the review process under the provisions of 24 CFR Part 52.

SECTION 4 – PERSONNEL & PARTICIPANT CONDITIONS

A. CIVIL RIGHTS :

1. Compliance

Grantee will comply with Federal requirements set forth in 24 CFR Part 5, subpart A which includes nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended, or ineligible contractors; and drug-free workplace.

2. Nondiscrimination

The Grantee will not discriminate against any employee or applicant for employment, because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Grantee will take affirmative action to insure that all employment practices are free from such discrimination.

B. AFFIRMATIVE ACTION:

1. W/MBE

The Grantee will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract.

2. Access to Records

The Grantee shall furnish and cause each of its own subrecipients or subcontractors, to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. EEO Statement

The Grantee will, in all solicitations or advertisements for employees and/or contractors placed by or on behalf of the Grantee, state that it is an Equal Opportunity Employer under the provisions of 24 CFR 570.607(a).

4. Subcontract Provisions

The Grantee will include the provisions of the above paragraphs regarding Civil Rights and Affirmative Action in every subcontract, so that such provisions will be binding upon each of its own subrecipients or subcontractors. City will monitor all subcontracts/agreements to verify that Grantee is in compliance.

C. EMPLOYMENT RESTRICTIONS:

1. Labor Standards

The Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.

- a. This requirement applies for all contractors engaged under contracts in excess of \$2,000 and shall apply to residential properties only if such property contains no less than 8 units; for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract. The Grantee shall maintain and obtain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of the paragraph.

2. Section 3 Clause

The Grantee affirms that to the maximum extent possible it will employ local (Section 3) contractors on any projects using CDBG funds (under the provisions of 24 CFR 135).

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution

of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to

the maximum extent feasible, but not in derogation of compliance with section 7(b).

D. CONDUCT:

1. Assignability

The Grantee shall not assign this contract or any of the payments that become due without the written consent of the City.

2. Subcontracts

The Grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such an agreement.

a. The City will monitor all subcontracted services to assure contract compliance.

b. The Grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

c. The Grantee shall undertake procedures to ensure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of contracts and subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Conflict of Interest

Except for approved administrative and/or personnel costs, no person having responsibilities dealing with CDBG assisted activities may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement, either for themselves or their family, during their tenure or for one year thereafter. In its entirety:

24 CFR §570.611 Conflict of interest.

(a) *Applicability.*

(1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.317 and 200.318, shall apply.

(2) In all cases not governed by 2 CFR 200.317 and 200.318, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to

businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(i)).

(b) *Conflicts prohibited.* The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) *Exceptions.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

(ii) Whether an opportunity was provided for open competitive bidding or negotiation;

(iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;

(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;

(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.

4. Religious Organization

The Grantee agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in *24 CFR 570.200(j)*. The Grantee hereby certifies that none of the beneficiaries of its activities or services are based upon any religious preference.

5. Political Activities and Lobbying

The Grantee agrees that under *24 CFR 507.207*, the following activities will not be assisted with CDBG funds:

- a. Buildings or portions thereof, used for the general conduct of government as defined at § 570.3(d);
- b. General government expenses; and
- c. Political activities.
- d. The Grantee certifies, to the best of his or her knowledge and belief, that:

- (i) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- (ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- (iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to penalty as authorized by section 1352, Title 31, U.S. Code.

APPROVED BY: THE CITY OF GREAT FALLS:

\_\_\_\_\_  
Gregory T. Doyon, City Manager

DATE: \_\_\_\_\_

ATTEST:  
(Seal of the City)

\_\_\_\_\_  
Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

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Jeff Hindoien, 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.

APPROVED BY: **Great Falls Public Schools**



Tom Moore 3/16/2022





Commission Meeting Date: April 5, 2022

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution 10448 Establishing Residential and Commercial Sanitation Service Collection Rates Effective May 1, 2022

**From:** Laura Lynch, Utilities Operations Supervisor

**Initiated By:** Public Works and Finance Department

**Presented By:** Paul Skubinna, Public Works Director & Melissa Kinzler, Finance Director

**Action Requested:** Set Public Hearing

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing for April 19, 2022, on Resolution 10448 to establish residential and commercial sanitation service collection rates effective May 1, 2022.”

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

**Summary:** In an effort to provide necessary collection and disposal services as well as fund capital improvements, the Public Works Department, Sanitation Division, is seeking a rate increase effective May 1, 2022.

**Background:** Each year, staff reviews and analyzes the financing needs of the sanitation fund to ensure the City has adequate funding necessary for day to day operations, capital improvements, debt service and emergencies. OCCGF 8.8.230 requires the Commission to adopt a resolution establishing rates to defray the costs of sanitation services for the fiscal year.

The last residential and commercial rate increase was on March 1, 2020. Staff proposes adjusting the sanitation rates to adequately provide service while covering the expenses largely due to the increase in operations, equipment, fuel and landfill costs. Therefore, it is recommended to increase residential and commercial service collection rates.

A regular residential pick-up would increase \$1.35 from \$13.65 to \$15.00 per month. The senior citizen rate would increase \$.93 from \$9.57 to \$10.50 per month. Extra pick-up fees would increase \$4.00 from \$11.00 to \$15.00 per month. Pick-up of a large appliance would increase \$4.00 from \$16.00 to \$20.00. The most common commercial container used in the City, a 3 yard, would increase \$6.60 from \$66.20 to \$72.80 per month. Cardboard recycling would increase \$2.00 from \$20.00 to \$22.00 per month.

Staff recommends maintaining the monthly vacant business rate at \$5.00, and increasing the flat rate surcharge for over-weight containers by \$10.00 from \$105.00 to \$115.00 as well as increasing the monthly dry run fee by \$5.00 from \$50.00 to \$55.00.

In addition, the Utilities Department would like to change the application of a penalty on a utility bill from 60 days to 30 days. This means that an unpaid utility bill would receive a penalty prior to the generation of the next bill. Currently, the City does not charge a penalty until the third bill generates.

**Fiscal Impact:** The increases are necessary to continue to provide required pickup and disposal services as well as fund capital improvements, specifically the replacement and maintenance of the fleet, and meet debt service requirements. Additional staff may be needed in the future. Rate increases will provide flexibility to hire staff as needed.

The cost of fuel has increased 24% and it is proposed that the price will continue to increase. Staff anticipates that fuel expenses will increase approximately \$100,000 this year. In addition to fuel costs, the cost to replace the fleet has also increased. The Sanitation Department needs to purchase one residential side-loader and one commercial roll-off truck. The cost of these two vehicles was \$400,000 in the past. Now, the price is \$506,000 for the two trucks and the price continues to increase.

The landfill rate will be \$30.31 per ton in 2022, which represents an increase of \$2.33 per ton since the last rate increase in 2020 or 8%. Therefore, the rate increase is somewhat in part to help defray landfill costs.

Comparisons of current versus proposed rates are attached.

**Alternatives:** The City Commission could choose to not set the public hearing and thereby deny Resolution 10448. Doing so will result in reduced funds available to maintain the equipment necessary to operate the sanitation service efficiently and will negatively impact overall operations.

**Attachments/Exhibits:**

Resolution 10448

Current versus Proposed Rates

Public Notice for Publication

Rate Review Calendar

**RESOLUTION 10448**  
**A RESOLUTION ESTABLISHING RESIDENTIAL AND COMMERCIAL**  
**SANITATION SERVICE COLLECTION RATES EFFECTIVE MAY 1, 2022**

**WHEREAS**, an annual review is performed of the cost of service for the collection and disposal of solid waste from customers of the City of Great Falls, in accordance with Title 8, Chapter 8, of the Official Code of the City of Great Falls; and

**WHEREAS**, pursuant to Title 8, Chapter 8, of the Official Code of the City of Great Falls, the City of Great Falls is authorized to regulate the City's sanitation services and to establish all rates, fees and charges; and

**WHEREAS**, the rate and fee schedules are prepared to generate sufficient revenue to pay all costs of the operation and maintenance of existing and proposed services and equipment for providing sanitation services to inhabitants of the City of Great Falls; and

**WHEREAS**, it is essential to the public health, welfare and safety of the inhabitants of the City of Great Falls to provide an adequate sanitation program and to provide sufficient funding to meet the cost of operation and maintenance; and

**WHEREAS**, notice having been provided as required by law, the City Commission of the City of Great Falls, conducted a public hearing on Tuesday, April 19, 2022, at the Civic Center, 2 Park Drive South, Commission Chambers Room 206, Great Falls, Montana, at 7:00 p.m., and did consider the cost of operation, maintenance, equipment, facilities and capital improvements for the solid waste collection and disposal system.

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

Basic monthly Sanitation Service Collection Rates are hereby established as follows:

<u><b>RESIDENTIAL</b></u>	<u><b>RATES</b></u>
Single Family Home	\$15.00
Duplex (\$15.00 per unit)	\$30.00
Triplex (\$15.00 per unit)	\$45.00
Additional 96 Gallon	\$8.50
Senior Citizen	\$10.50
<b>Extra Pickup</b>	
96 Gallon	\$15.00
300 Gallon	\$21.00
plus extra's - per minute	\$7.00

Charges for other commercial pick-up frequencies per week shall be the rate times the number of pickups per week. Large accumulation of material placed for collection may be charged to the customer @ \$5.00 per minute if it takes longer than 2 minutes to load the material.

<b>Special Pickup</b>	
Large appliances	\$20.00
Large appliances with Freon	\$60.00

**COMMERCIAL**

96 Gallon	\$25.10
300 Gallon Commercial	\$30.00
1.5 yard	\$42.45
2 yard	\$50.70
3 yard	\$72.80
4 yard	\$97.00
6 yard	\$144.30
8 yard	\$191.60
Card Board Recycling	\$22.00
Vacant business **once a month pick-up	\$5.00

**DROP BOX** (per pick-up)

3 yard construction dumpster (plus rental fees)	\$58.00
10 yard concrete dumpster (plus rental and disposal)	\$185.00
20 yard construction dumpster (plus rental fees)	\$329.00
30 yard construction dumpster (plus rental fees)	\$370.00
40 yard construction dumpster (plus rental fees)	\$407.00
30 yard compacted (plus disposal charge)	\$234.00
40 yard compacted (plus disposal charge)	\$234.00
Flat Rate Surcharge (over weight containers)	\$115.00
Dry Run Fee	\$55.00

**Per Day Rental Fees** \$2.00

**Delinquent Penalty** After 30 days

Rates do not include the disposal fee as set forth in the Solid Waste Disposal Agreement between the City of Great Falls and Republic Services. Disposal costs will be assessed by actual weight and volumes in accordance with the agreement.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 19<sup>th</sup> day of April, 2022.

\_\_\_\_\_  
Bob Kelly, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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Jeffrey Hindoien, City Attorney

**RESOLUTION 10324  
RESIDENTIAL AND COMMERCIAL SANITATION COLLECTION RATES  
CURRENT AS OF MARCH 1ST, 2020**

<u>RESIDENTIAL</u>	<u>CURRENT</u>	
per month		
Single Family Home	\$13.65	
Duplex (\$13.65 per unit)	\$27.30	
Tri-plex (\$13.65 per unit)	\$40.95	
Additional 96 Gallon	\$7.70	
Senior Citizen	\$9.57	
<b>Extra Pickup</b>		
96 Gallon	\$11.00	
300 Gallon	\$17.00	
plus extra's - per minute	\$5.00	
<i>Charges for other commercial pick-up frequencies per week shall be the rate times the number of pick-ups per week. Large accumulation of material placed for collection may be charged to the customer @ \$5.00 per minute if it takes longer than 2 minutes to load the material.</i>		
<b>Special Pickup</b>		
Large appliances	\$16.00	
Large appliances-with Freon	\$54.00	
<u>COMMERCIAL</u>		<u>EXTRA P/U'S</u>
per month		
96 Gallon	\$22.80	\$11.00
300 Gallon Commercial	\$27.30	\$17.00
1.5 yard	\$38.60	\$12.00
2 yard	\$46.10	\$13.00
3 yard	\$66.20	\$17.00
4 yard	\$88.20	\$22.00
6 yard	\$131.20	\$30.00
8 yard	\$174.20	\$39.00
Card Board Recycling	\$20.00	\$20.00
Vacant business **once a month pick-up	5.00	
<u>DROP BOX</u>		
per pick-up		
3 yard construction dumpster (plus rental fees)	\$52.00	
20 yard construction dumpster (plus rental fees)	\$299.00	
30 yard construction dumpster (plus rental fees)	\$337.00	
40 yard construction dumpster (plus rental fees)	\$370.00	
30 yard compacted (plus disposal charge)	\$213.00	
40 yard compacted (plus disposal charge)	\$213.00	
Flat Rate Surcharge (over weight containers)	105.00	
Dry Run Fee	50.00	
<b>Per Day Rental Fees</b>	2.00	

*Rates do not include the disposal fee as set forth in the Solid Waste Disposal Agreement between the City of Great Falls and Republic Services. Disposal costs will be assessed by actual weight and volumes in accordance with the agreement.*

**RESIDENTIAL AND COMMERCIAL SANITATION COLLECTION RATES  
CURRENT VS PROPOSED  
RESOLUTION 10448**

<u>RESIDENTIAL</u>	<u>CURRENT</u>	<u>PROPOSED</u>
per month		
Single Family Home	\$13.65	\$15.00
Duplex (\$13.65 per unit)	\$27.30	\$30.00
Tri-plex (\$13.65 per unit)	\$40.95	\$45.00
Additional 96 Gallon	\$7.70	\$8.50
Senior Citizen	\$9.57	\$10.50
<b>Extra Pickup</b>		
96 Gallon	\$11.00	\$15.00
300 Gallon	\$17.00	\$21.00
plus extra's - per minute	\$5.00	\$7.00
<i>Charges for other commercial pick-up frequencies per week shall be the rate times the number of pick-ups per week. Large accumulation of material placed for collection may be charged to the customer @ \$5.00 per minute if it takes longer than 2 minutes to load the material.</i>		
<b>Special Pickup</b>		
Large appliances	\$16.00	\$20.00
Large appliances-with Freon	\$54.00	\$60.00
<b>Special Services - Dumpster Cleaning</b>		
Residential Dumpster	N/A	\$15.00
Commercial Dumpster	N/A	\$50.00
Compactors/Receiver Box	N/A	\$100.00
<b>COMMERCIAL</b>		
per month		
96 Gallon	\$22.80	\$25.10
300 Gallon Commercial	\$27.30	\$30.00
1.5 yard	\$38.60	\$42.45
2 yard	\$46.10	\$50.70
3 yard	\$66.20	\$72.80
4 yard	\$88.20	\$97.00
6 yard	\$131.20	\$144.30
8 yard	\$174.20	\$191.60
Card Board Recycling	\$20.00	\$22.00
Vacant business **once a month pick-up	\$5.00	\$5.00
<b>DROP BOX</b>		
per pick-up		
3 yard construction dumpster (plus rental fees)	\$52.00	\$58.00
10 yard concrete dumpster (plus rental & disposal)	n/a	\$185.00
20 yard construction dumpster (plus rental fees)	\$299.00	\$329.00
30 yard construction dumpster (plus rental fees)	\$337.00	\$370.00
40 yard construction dumpster (plus rental fees)	\$370.00	\$407.00
30 yard compacted (plus disposal charge)	\$213.00	\$234.00
40 yard compacted (plus disposal charge)	\$213.00	\$234.00
Flat Rate Surcharge (over weight containers)	\$105.00	\$115.00
Dry Run Fee	\$50.00	\$55.00
<b>Per Day Rental Fees</b>	\$2.00	\$2.00

*Rates do not include the disposal fee as set forth in the Solid Waste Disposal Agreement between the City of Great Falls and Republic Services. Disposal costs will be assessed by actual weight and volumes in accordance with the agreement.*

**Additional Fees**

Delinquent Penalty 1.5%	After 60 days	After 30 days
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Attention Legal Ads:

## NOTICE OF PUBLIC HEARING

Notice is hereby given that Resolution No. 10448 titled “A Resolution to Establish Rates in Accordance with Title 8, Chapter 32 of the Official Code of the City of Great Falls (OCCGF), for the Collection and Disposal of Solid Waste Collected from Customers of the City of Great Falls effective May 1, 2022” will be brought before the Great Falls City Commission for public hearing in the Commission Chambers Room 206, Civic Center Building, 2 Park Drive South, Great Falls, Montana, on Tuesday, April 19, 2022, at 7:00 o’clock p.m. Any interested person may speak for or against said Resolution 10448 at the public hearing, or submit written comments to the City Clerk, City of Great Falls, P.O. Box 5021, Great Falls, MT 59403, or by email to [commission@greatfallsmt.net](mailto:commission@greatfallsmt.net) before 12:00 PM on Tuesday, April 19, 2022. Written communication received by that time will be shared with the City Commission and appropriate staff for consideration during the agenda item and before final vote on the matter.

Documents pertaining to this agenda item are posted on the City’s website at <https://greatfallsmt.net> under “Meetings,” and are on file for public inspection during regular office hours at the City Clerk’s Office, 2 Park Drive South, Room 204, Great Falls, MT, or contact us at (406) 455-8451.

/s/ Lisa Kunz  
City Clerk

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DO NOT PUBLISH BELOW THIS LINE:

Publication date:     April 10, 2022  
                              April 17, 2022





## 2022 SANITATION RATE REVIEW CALENDAR

January						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DATE	TASK	RESPONSIBILITY
2/4/2022	<b>STAFF DISCUSSION RE: UTILITY RATE REVIEW</b> Public Works/Finance Department	Finance Public Works
	<b>PRESENTATION OF SANITATION RATE ANALYSIS</b> City Commission Work Session	Finance Public Works Commission
4/5/2022	<b>SET PUBLIC HEARING</b> City Commission Meeting	Commission Finance / Public Works
4/10/2022	<b>1st PUBLICATION OF NOTICE IN GF TRIBUNE</b>	Great Falls Tribune
4/17/2022	<b>2nd PUBLICATION OF NOTICE IN GF TRIBUNE</b>	Great Falls Tribune
4/19/2022	<b>PUBLIC HEARING/FINAL ACTION</b> City Commission Meeting	Commission Finance / Public Works
5/1/2022	<b>EFFECTIVE DATE FOR RATE INCREASES</b>	Finance



Commission Meeting Date: April 5, 2022

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution 10452 – Remodeling, Reconstruction or Expansion of Certain Commercial Buildings or Structures; Tax Benefit for Starry Night Hospitality, LLC, 621 Central Avenue, Legally Described as Lots 8-9, Block 317, Great Falls Original Townsite, Section 12, T20N, R3E, P.M.M., Cascade County, Montana.

**From:** Brad Eatherly, Planner II, Planning and Community Development

**Initiated By:** Starry Night Hospitality, LLC

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

**Action Requested:** City Commission set a public hearing for April 19, 2022, to consider Resolution 10452.

**Suggested Motion:**

1. Commissioner moves:
 

“I move that the City Commission (set/not set) a public hearing on April 19, 2022 to consider Resolution 10452.”
2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

**Staff Recommendation:**

Pursuant to Section 15-24-1501 Montana Code Annotated, Staff recommends that the City Commission set a public hearing on Resolution 10452 granting a tax benefit for Starry Night Hospitality, LLC, for the property addressed as 621 Central Avenue and legally described as Lots 8-9, Block 317, Great Falls Original Townsite, Section 12, T20N, R3E, P.M.M., Cascade County, Montana.

**Background:**

The applicant, Starry Night Hospitality, LLC, is planning to remodel the Greystone Inn and rebrand it as The Gibson, a boutique hotel that will be part of the Ascend Collection by Choice Hotels. The property sits at the entrance of the downtown corridor on the northwest corner of 7<sup>th</sup> Street and Central Avenue. The owner has had plans to remodel the hotel for over two years but had to postpone the project due to the Covid pandemic. Now that the applicant is ready to resume the project, a tax abatement is being requested to help off-set recent increases in construction costs. The subject property is located on ±0.344 acres of vacant land. Section 15-24-1501, MCA, provides local government the option of giving Tax Benefits for the Remodeling, Reconstruction, or Expansion of Existing Buildings or Structures. Section 15-24-1501 MCA reads:

**15-24-1501. Remodeling, reconstruction, or expansion of buildings or structure – assessment provisions – levy limitations.** (1) Subject to [15-10-420](#) and the authority contained in subsection (4) of this section, remodeling, reconstruction, or expansion of existing buildings or structures, which increases their taxable value by at least 2 ½ % as determined by the department, may receive tax benefits during the construction period and for the following 5 years in accordance with subsections (2) through (4) and the following schedule. The percentages must be applied as provided in subsections (3) and (4) and are limited to the increase in taxable value caused by remodeling, reconstruction, or expansion.

Construction period	0%
First year following construction	20%
Second year following construction	40%
Third year following construction	60%
Fourth year following construction	80%
Fifth year following construction	100%
Following years	100%

The law governing this incentive was amended in 1985, requiring that each local governing body (City and County) may approve the Tax Benefit on a project basis. If one local government body approves the tax benefit and the other does not, the benefit will apply only to the mills levied by the approving governing body. In addition, tax benefits do not include any relief from state-wide levies and local government approval of the application must be made by resolution.

In December 2015, the City Commission adopted Resolution 10119 establishing certain criteria for the evaluation of tax benefit requests. The following is the criteria by which each application is to be evaluated for approval, modification or denial, along with a brief staff evaluation of the merits of the project as it pertains to each criteria:

a. Whether the City’s financial condition at the time of the application or consideration of the application warrants granting the application;

**The City’s current financial condition is sufficiently stable for this abatement request to be approved. However, because the subject property is within a TIF district, the Commission should carefully consider and weigh the costs versus the benefits of abatements in each TIF district as the district would see a loss in revenue while the abatement is in place.**

b. Whether the application meets all pertinent statutory criteria for the particular project;

**The application meets all statutory criteria. The project is eligible to receive abatement consideration by the City Commission.**

c. Whether the property taxes or other taxes and/or assessments on the property are current;

**All property taxes and assessments on the property are current.**

d. Whether the project may unreasonably affect the tax base of the City;

**If the applicant’s requested tax benefit is approved, the direct positive tax base improvement will be delayed for five years. This deferment of taxes will not affect the general fund, but will decrease the amount of funds that are in the Downtown TIF district. Staff finds, however, that the subject**

**property has been underutilized for several years and that the applicant's proposal will provide a remodeling of an upscale boutique hotel to the downtown area. Ultimately, the City will gain significant tax revenue from the property. The applicant estimates that the cost of the construction for the project is approximately \$5,800,127.00.**

e. Whether the project would impact employment opportunities within the City;

**The one year of construction will positively impact employment opportunities in the City. Additionally, the hotel would bring several permanent full-time and part-time jobs to the city.**

f. Whether the project is located within a Tax Increment Financing (TIF) or Targeted Economic Development (TED) District;

**The project is located within the Downtown Urban Renewal TIF district, but not within a Targeted Economic Development (TED) District. As mentioned, the impact to the TIF district should be carefully considered.**

g. Whether the project has already received additional financial assistance from the City or other authorities having jurisdiction;

**The project has received three Business Improvement District grants. Two of them were interior grants, each for \$10,000 and one was for a façade grant for \$42,500, for a total of \$62,500.**

h. As to applications filed pursuant to Mont. Code Ann. §15-24-1601 *et seq.*, whether the Montana State Historic Preservation Office has provided design review assistance and certification for qualifying properties;

**The applicant has not received design assistance from the State Historic Preservation Office, but the applicant is not required to seek certification.**

i. Whether the project will create affordable housing opportunities;

**The project will not create affordable housing opportunities.**

j. Whether the project will encourage additional, unsubsidized development in the area of the project, either directly or indirectly, through "spin-off" development;

**The goal of the owners is to remodel the existing motel that has been unused for several years and turn it in to a boutique hotel that attracts more visitors to the downtown area. In doing so, their hope is that other business owners nearby will have confidence to invest in the downtown district.**

k. Whether the project will facilitate the development process on sites which would not be developed without assistance, or would not be developed at a level of acceptable quality;

**While unsubsidized development is always the most preferred community development outcome, there are situations when tax abatement should be considered. In this instance, tax abatement is warranted to support the following objectives: 1) entrepreneurial investment, 2) high quality development, and 3) meeting the City's objectives for redeveloping underutilized infill opportunities.**

l. Whether the project would encourage redevelopment of commercial and industrial areas in the City of Great Falls, resulting in a higher level and quality of re-investment.

**The redevelopment of the subject property will have a positive effect on the surrounding area and will likely encourage further redevelopment of nearby residential and commercial properties.**

m. Whether the project would encourage removal of blight, or the rehabilitation of a high profile or priority site;

**The project location is located on the eastern edge of the downtown core on Central Avenue. The owners feel the existing building in its current state does not have the appearance or reputation the downtown deserves. With the completion of the construction of this property, it will become a show piece and attract a higher end clientele to the area.**

n. Whether the application is sought in whole or in part because of increased costs of redevelopment, such as clean-up of a contaminated site, demolition expenses, and the like, over and above costs normally incurred in a development;

**The project was set to begin construction right as the Covid pandemic hit in 2020. The subsequent increase in construction costs makes the tax abatement vital to the long-term success of this project.**

o. Whether the project could be developed without the benefit of a tax abatement, i.e., but for the allowance of a tax abatement, the project would not be developed or pursued;

**It is unlikely that the remodeling of this property would be feasible without the benefit of tax abatement. This tax benefit is being requested due to the increase in construction costs since the owner first began plans to renovate the property.**

p. Whether conferring the tax benefit will create an adverse impact on existing state, county, or municipal services;

**Granting the tax benefit will have an adverse impact on funding the Downtown TIF District for a period of five years. As noted previously, the investment being made on the site will have a significant positive impact on the local tax base for a long period of time. Additionally, the abatement of blight tends to have a long-term effect on a decrease in crime, thereby reducing the strain on emergency services.**

q. Whether the project contributes to the implementation of other policies adopted by the City, including, but not limited to, the City's Growth Policy;

**The project significantly contributes to the goals and policies of the Growth Policy by developing and enhancing an underdeveloped, vacant building and property within the City and supporting commercial development that will enhance the Downtown District.**

r. Whether the project would meet other criteria as would be considered reasonable for the best interests of the City;

**In addition to what has been included in this agenda report, the project addresses other community interests including: 1) providing support for local entrepreneurship, and 2) facilitating higher-end commercial development in the downtown area, and 3) removal of blight.**

As required by Section 7-1-4127 MCA, due notice of the intent to consider Resolution 10452 was provided through notices of public hearing being published in the *Great Falls Tribune* on March 27, 2022 and April 3, 2022.

**Concurrences:** The Planning and Community Development Department has coordinated with the City's Finance Department and the Montana Department of Revenue throughout the process.

**Fiscal Impact:** Approval of the application will allow the new property taxes generated from the expansion to gradually be added to the property owner's existing property taxes over a five-year period in increments of 20% each year. The Department of Revenue will apply the tax benefit to the 2022 tax year.

At the current tax rate and estimated post-construction appraisal values, the estimated City tax revenue loss would approximately be \$109,620 for Year 1 – the construction year. The estimated total City tax revenue over a five year period would be approximately \$328,860 if the City Commission approved the benefit.

**Alternatives:** The City Commission could choose to not set the public hearing. Due process normally requires that the City Commission schedule requested public hearings to hear requests of this type.

**Attachments/Exhibits:**

Resolution 10452

Tax Abatement Application

**RESOLUTION 10452**

**A RESOLUTION APPROVING THE APPLICATION FOR TAX BENEFITS FOR REMODELING, RECONSTRUCTION, OR EXPANSION OF EXISTING COMMERCIAL BUILDINGS OR STRUCTURES; TAX BENEFIT FOR STARRY NIGHT HOSPITALITY, LLC, FOR THE PROPERTY LEGALLY DESCRIBED AS LOTS 8-9, BLOCK 317, SECTION 12, TOWNSHIP 20 NORTH, RANGE 3 EAST, PMM, CASCADE COUNTY, MT., PURSUANT TO MONT. CODE ANN. §§ 15-24-1501**

\*\*\*\*\*

**WHEREAS**, Mont. Code Ann. §§ 15-24-1501, provides the opportunity for local governing bodies to give Tax Benefits for Remodeling, Reconstruction or Expansion of Existing Commercial Buildings or Structures; and

**WHEREAS**, said encouragement allows for properties to receive a property tax reduction for the first five years; and

**WHEREAS**, the applicant, Starry Night Hospitality, LLC, has submitted an application for the Remodeling, Reconstruction, or Expansion of Certain Commercial Buildings or Structures tax benefit pursuant to Mont. Code Ann. §§ 15-24-1501 for the property described as Lots 8-9, Block 317, Section 12, T20N, R3E, PMM, Cascade County, MT; and

**WHEREAS**, in order for a taxpayer to receive the tax benefits, following due notice as defined in Mont. Code Ann. § 7-1-4127 and a public hearing, the City Commission, having jurisdiction, must approve by separate resolution for each project the application for tax benefits; and

**WHEREAS**, the City Commission adopted Resolution 10119 on the 1<sup>st</sup> day of December, 2015, Establishing Criteria for Evaluating Tax Abatement or Benefit Requests.

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

Following a public hearing and taking into consideration the criteria established in Resolution 10119, the City Commission of the City of Great Falls does hereby approve Starry Night Hospitality, LLC’s Application for Tax Exemption and Reduction for the Remodeling, Reconstruction or Expansion of Existing Commercial Buildings or Structures pursuant to Mont. Code Ann. §§ 15-24-1501.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on April 19, 2022.

\_\_\_\_\_  
Bob Kelly, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Jeffrey Hindoien, City Attorney





Application for Tax Exemption and Reduction for the Remodeling, Reconstruction, or Expansion of Existing Commercial Buildings or Structures

This application must be submitted to the appropriate local governing body or bodies by the property owner of record or his agent. The decision of the local governing body or bodies must be mailed to the Department of Revenue before April 1 of the tax year for which the benefits are sought.

I, Starry Night Hospitality LLC whose mailing address is 789 NW 17th St. McMinnville, OR 97128

do hereby make application for tax exemption and reduction for the remodeling, reconstruction or expansion of existing commercial building(s) or structure(s), in accordance with 15-24-1502, MCA, on the following described lands. (Please attach an additional page if the legal description does not fit within this space). Legal Description: Great Falls Original Lots 8-9 Block 317

- I submit the following information in support of this application:
Date that the remodeling, reconstruction or expansion will start March 2022
Date that the remodeling, reconstruction, or expansion will be completed February 2023
Date that the earliest building permit was received. March 2022
Estimated cost of the remodeling, reconstruction or expansion \$ 5,800,127
The commercial building or structures has not been used in a business for 28 months.
Property taxes on the building or structures are delinquent yes X no.

Under penalty for perjury, I hereby certify the facts herein stated are true. I further acknowledge by my signature that I have reviewed the information on the reverse side of this form and understand its meaning.

Signature of Property Owner or Agent Date 2/23 Year 2022

For County Government Purposes Only

Application received by county governing body on year This application for exemption and reduction for remodeling, reconstruction or expansion of existing commercial buildings or structures is hereby: Approved Disapproved

By, Chairman-County Commission on, year

For City Government Purposes Only

Application received by city governing body on year This application for exemption and reduction for remodeling, reconstruction or expansion of existing commercial buildings or structures is hereby: Approved Disapproved

By, Authorized Agent of City Government on, year

For Department of Revenue Purposes Only

- Application received by Department of Revenue governing body on year
The remodeling, reconstruction or expansion of the existing commercial building or structure increases the taxable value of that structure or building by at least 5% yes no.
This application for tax exemption and reduction for the remodeling, reconstruction, or expansion of existing commercial buildings or structures is hereby Approved Disapproved
If approved, the appropriate tax benefits will be granted for the tax year.

By, County Appraiser on, year

**Application for Tax Exemption and Reduction for  
the Remodeling, Reconstruction, or Expansion of  
Existing Commercial Buildings or Structures**

**Acknowledgment of Application Procedures and Criteria**

A. I acknowledge the following:

- i. Failure to make application prior to completion of a building permit or prior to commencement of construction will result in the waiver of the construction period tax exemption and reduction. Additionally, all subsequent tax exemption and reduction, if approved, will be calculated as of the date the building permit was completed or as of the date construction began, whichever is earlier.
- ii. If the remodeling, reconstruction or expansion of the existing commercial building or structure does not increase the taxable value of that structure or building by at least 5%, the application will be automatically denied.
- iii. "Construction period" means a period of time that commences with the issuance of a building permit and which concludes when the local DOR office determines that the structure is substantially completed, not to exceed 12 months. If more than one building permit is issued, the date on the earliest building permit issued will constitute the commencement of the construction period. In those cases where building permits are not issued, the commencement of the construction period is that time determined by the local DOR office to be the start of construction. That determination will coincide with the date the contract is let, the date the application is approved by the governing body, or when site work begins, whichever occurs first. For purposes of determining the eligibility for tax benefits, the construction period for a specific project may not exceed 12 months.
- iv. The computation of the tax exemption and reduction will be dependent upon the approval of the application by all affected governing bodies.
- v. For projects which are entirely physically located outside the boundaries of incorporated cities or towns, the governing body of the affected county has sole authority to approve the tax benefits for the project.
- vi. If the project is entirely physically located within an incorporated city or town, both the governing body of the affected county and the governing body of the incorporated city or town must approve the application by resolution before the tax exemption and reduction may be extended to the project. If the city alone approves the application, the exemption and reduction will apply only to the number of mills levied and assessed by the incorporated city or town. The number of mills levied and assessed by the county governing body will not be affected nor will any tax exemption and reduction be extended by the county to the project.
- vii. Only additional value created after an application has been filed may be considered for tax exemption and reduction.
- viii. I do hereby consent to having a representative of the Department of Revenue reappraise and revalue my structure for purposes of ad valorem taxation.

B. It is the responsibility of the applicant to ensure the application is delivered to all affected levels of local government for their review. Further, it is the responsibility of the applicant to ensure the completed application is forwarded to the Department of Revenue prior to April 1 of the tax year for which the benefits are sought.

Our goal with the old Greystone motel is to transform it into The Gibson which will be part of the Ascend Collection by Choice Hotels. The Ascend Collection gives us the freedom to take what makes Great Falls awesome and share that with our guests. At the same time having the support and systems of Choice Hotels behind us. Upon completion of the massive remodel The Gibson will be an upscale hotel that showcases all the wonderful things Great Falls has to offer its visitors.

This property sits at the entrance to the downtown corridor, and we want it to reflect what makes downtown Great Falls unique and wonderful. It starts with the architecture and interior design of the building which reflects Great Falls. That unique design and feel continues at the manager's reception every night where our guest will have the opportunity to experience local restaurants food, music and other things that are made here in Great Falls. During their stay they can take one of our bikes and explore the downtown and river walk. Then at the end of their stay they will have the opportunity to have a basket brought to their room which includes breakfast items from the Crooked Tree Coffee shop. The ownership group has fallen in love with Great Falls and are excited to share it with our guests.











Commission Meeting Date: April 5, 2022

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution 10453, Remodeling, Reconstruction or Expansion of Certain Commercial Buildings or Structures; Tax Benefit for CMSC, LLC (DOC-Great Falls Holding, LLC), 3010 15<sup>th</sup> Avenue South, Described As Lot 1-A1-1, Block 1, First Addition to Great Falls Clinic Addition, City of Great Falls, Cascade County, MT

**From:** Lonnie Hill, Planner I, Planning & Community Development Department

**Initiated By:** David Domres, Vice President, CMSC, LLC (DOC-Great Falls Holding, LLC)

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

**Action Requested:** City Commission set a public hearing for April 19, 2022 to consider Resolution 10453.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing on April 19, 2022 to consider Resolution 10453.”

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

**Staff Recommendation:** Pursuant to Section 15-24-1501 Montana Code Annotated, Staff recommends that the City Commission adopt Resolution 10453 granting a tax benefit for Great Falls Clinic for the property located at 3010 15<sup>th</sup> Avenue South Great Falls, Montana.

**Background:** Great Falls Clinic is planning a large expansion project at the hospital located at 3010 15<sup>th</sup> Avenue South. The estimated cost of the project is approximately \$55,000,000, which will include a new three story tower that will add 75 beds, and other patient services and patient support resources. The Great Falls Clinic anticipates the expansion will create 150 new full-time positions in addition to their current 600+ employees.

Specifically, the new facilities will include a cardiac diagnostic and intervention suite, intensive care unit, medical surgical inpatient unit, surgery, laboratory, procedure, pharmacy, radiology, recovery, administration, and outpatient areas. Great Falls Clinic anticipates the project will break ground this year and be completed in 2024.



The applicant has stated that the rise in construction costs have caused the original budget estimates for construction to increase by a minimum of 20%. Great Falls Clinic states these cost increases have created an unforeseen gap in financing, in which the tax abatement will help offset. Additionally, Great Falls Clinic states that the hospital maintains a for-profit status which puts them in a unique position with other hospitals. As Great Falls Clinic competes with other non-profit based hospitals, they feel the financial considerations related to investment and future tax burden should be considered. They see this tax abatement request as a way to level the financial playing field and asks the City to consider this request to support their expansion to meet the growing healthcare needs of the Great Falls community.

Section 15-24-1501, MCA, provides local government the option of giving Tax Benefits for the Remodeling, Reconstruction or Expansion of Existing Buildings or Structures. Section 15-24-1501 MCA reads:

**15-24-1501. Remodeling, reconstruction, or expansion of buildings or structures -- assessment provisions -- levy limitations.** (1) Subject to [15-10-420](#) and the authority contained in subsection (4) of this section, remodeling, reconstruction, or expansion of existing buildings or structures, which increases their taxable value by at least 2½% as determined by the department, may receive tax benefits during the construction period and for the following 5 years in accordance with subsections (2) through (4) and the following schedule. The percentages must be applied as provided in subsections (3) and (4) and are limited to the increase in taxable value caused by remodeling, reconstruction, or expansion:

Construction period	0%
First year following construction	20%
Second year following construction	40%
Third year following construction	60%
Fourth year following construction	80%
Fifth year following construction	100%
Following years	100%

The law governing this incentive was amended in 1985, requiring that each local governing body (City and County) may approve the Tax Benefit on a project by project basis. If one local government body approves the tax benefit and the other does not, the benefit will apply only to the mills levied by the approving governing body. In addition, tax benefits do not include any relief from state-wide levies, and local government approval of the application must be made by resolution.

In December 2015, the City Commission adopted Resolution 10119 establishing certain criteria for the evaluation of tax benefit requests. The following is the criteria by which each application is to be evaluated for approval, modification or denial, along with a brief staff evaluation of the merits of the project as it pertains to each criteria:

- a. Whether the City’s financial condition at the time of the application or consideration of the application warrants granting the application;
- Although the City's financial condition has recovered from the initial impacts from the COVID-19 pandemic, it is crucial to consider the impacts of this request upon the City’s finances. The applicant states the project will enhance the City’s financial position and provide additional tax revenues in**

the future, once the project is complete. That being said, the City Commission should carefully weigh the total cost of the abatement against the growing pressure on the City General Fund and the ability to deliver critical services.

b. Whether the application meets all pertinent statutory criteria for the particular project;  
**The application meets the statutory criteria as a commercial development and provides an expansion of an existing facility with net new construction.**

c. Whether the property taxes or other taxes and/or assessments on the property are current;  
**Property taxes and other assessments are current on the property.**

d. Whether the project may unreasonably affect the tax base of the City;  
**If the applicant's requested tax benefit is approved, the eventual positive tax base improvement will be delayed. The property has been providing a positive tax benefit prior to the applicant's investment due to the existing hospital facilities. The applicant's project: 1) adds an estimated \$55,000,000 in new investment to the existing site 2) provides expanded health care access to the region, 3) will add approximately 150 new full time jobs to the economy. Over the long term, the City will gain tax revenue from the property, however the requested abatement will delay the City's receipt of revenue for 5 years.**

e. Whether the project would impact employment opportunities within the City;  
**The applicant's project will positively impact employment opportunities in healthcare and the construction trades. As stated in the application, "The project anticipates an increase in full-time jobs for the community by nearly 150 positions. These positions are estimated to draw an average hourly wage of \$24-\$26/hr. In the City's Growth Policy Update plan (dated August 6, 2013), the City of Great Falls noted Great Falls Clinic as the 3rd largest civilian employer (pg. 79) and the 2nd largest healthcare provider in the City (pg. 70). According to the Growth Policy Update, "the health care sector of the local economy is an important source of employment and job diversity in Great Falls..."**

f. Whether the project is located within a Tax Increment Financing (TIF) or Targeted Economic Development (TED) District;  
**The project is not located within a TIF district nor a Targeted Economic Development (TED) District.**

g. Whether the project has already received additional financial assistance from the City or other authorities having jurisdiction;  
**The applicant has not received any other financial assistance from the City to date related to this project.**

h. As to applications filed pursuant to Mont. Code Ann. §15-24-1601 *et seq.*, whether the Montana State Historic Preservation Office has provided design review assistance and certification for qualifying properties;  
**The project is not a qualifying property and therefor has not received design review assistance nor certification from the State Historic Preservation Office.**

i. Whether the project will create affordable housing opportunities;  
**The project will not create affordable housing opportunities.**

j. Whether the project will encourage additional, unsubsidized development in the area of the project, either directly or indirectly, through “spin-off” development;

**As stated by the applicant, the project will likely encourage demand for additional housing and commercial development opportunities in the surrounding area. Great Falls Clinic also identifies opportunities with the local education system for recruiting medical and healthcare staff. Great Falls Clinic intends to invest in programs to support talent development within the Great Falls region. Great Falls Clinic has provided an Economic Impact Study performed by McGuire Sponsel LLC within their application provided as an attachment to this Agenda Report.**

k. Whether the project will facilitate the development process and achieve development on sites which would not be developed without assistance, or would not be developed at a level of acceptable quality;

**Although unsubsidized development is the preferred community development outcome, there are situations when tax abatement should be considered. In this instance, the applicant has stated that the rise in construction costs have caused the original budget estimates for construction to increase by a minimum of 20%. Great Falls Clinic states these cost increases have created an unforeseen gap in financing, in which the tax abatement will help offset.**

l. Whether the project would encourage redevelopment of commercial and industrial areas in the City of Great Falls, resulting in a higher level and quality of re-investment;

**The project will likely have a positive effect on the surrounding area and will likely encourage further re-investment and redevelopment of surrounding properties.**

m. Whether the project would encourage removal of blight, or the rehabilitation of a high profile or priority site;

**The project does not encourage the removal of blight, however the expansion will fully build out the existing Great Falls Clinic campus. This infill development on an existing parking lot will keep the campus intact and utilize existing land within the medical district to expand Great Falls Clinic’s healthcare services.**

n. Whether the application is sought in whole or in part because of increased costs of redevelopment, such as clean-up of a contaminated site, demolition expenses, and the like, over and above costs normally incurred in development;

**As stated by the applicant, “As construction costs have risen, the project has seen a direct impact. It is estimated that original budget estimates for construction costs have increased by a minimum of 20%. These increases in costs create an unforeseen gap in financing, which the proposed property tax abatement will help offset.”**

o. Whether the project could be developed without the benefit of a tax abatement; i.e., but for the allowance of a tax abatement, the project would not be developed or pursued;

**As referenced in Criteria k. and n. above, the applicant has stated the increased construction costs have created an unforeseen gap in financing, which the proposed property tax abatement will help offset. Additionally, Great Falls Clinic claims this tax abatement would help the financial position of being a for-profit hospital as opposed to the non-profit status of other hospital systems.**

p. Whether conferring the tax benefit will create an adverse impact on existing state, county or municipal services;

**Granting the tax abatement will reduce the tax benefit to the City for a five-year period. However, the redevelopment investment being made for the site will have a significant, positive impact on the tax base for the long term.**

q. Whether the project contributes to the implementation of other policies adopted by the City, including, but not limited to, the City’s Growth Policy;

**The project significantly contributes to the implementation of the City of Great Falls Growth Policy Update 2013. Page 70 of the City Growth Policy Update states, “...the healthcare sector of the local economy is an important source of employment and job diversity in Great Falls.” The City Growth Policy Update identifies health care providers serve not only City residents, but patients from the surrounding region. Residents from these surrounding communities travel to Great Falls for healthcare services and often buy goods and obtain other services augmenting the Great Falls economy. In addition to the City of Great Falls Growth Policy Update 2013, access to healthcare is also stated as a priority within the Cascade City-County Health Department Community Health Improvement Plan. On page 4 it states a goal to, “increase Cascade County residents’ access to medical care, dental care, and behavioral health care.”**

r. Whether the project would meet other criteria as would be considered reasonable for the best interests of the City.

**As previously mentioned, Great Falls Clinic maintains a for-profit status which puts them in a unique position with other hospitals. As Great Falls Clinic competes with other non-profit based hospitals, they feel the financial considerations related to investment and future tax burden should be considered.**

**Fiscal Impact:** This request will affect the City’s General Fund. Approval of the application will allow the new property taxes generated from the expansion to gradually be added to the property owner’s existing property taxes over a five-year period in increments of 20% each year. The Department of Revenue will apply the tax benefit to the 2022 tax year.

The taxable value on \$55,000,000 with the full tax rate of 1.89% is \$1,039,500. The estimated county-wide tax amount would be \$763,783. The City Finance Department estimates the impact to the City General Fund is approximately 26% of the county tax amount, which is approximately \$198,584 at full value. It is estimated that this request will cost the General Fund roughly \$397,000 over the five years. This number does not include any City assessment that is based off of property values, for example the Park District Number 1 assessment. At the current tax rate and estimated post-construction appraisal values, the approximate estimated tax revenue reduction is shown below:

	County-Wide Tax	City General Fund (26%)
Year 1 estimated tax amount exempted:	\$610,218	<b>\$158,657</b>
Year 2 estimated tax amount exempted:	\$456,653	<b>\$118,730</b>
Year 3 estimated tax amount exempted:	\$307,130	<b>\$79,854</b>
Year 4 estimated tax amount exempted:	\$153,565	<b>\$39,927</b>
Year 5 estimated tax amount exempted:	\$0	<b>\$0</b>
 Estimated total loss over 5 years:	 \$1,527,566	 <b>\$397,168</b>

**Alternatives:** The City Commission could decline to set the public hearing for Resolution 10453. Due process normally requires that the City Commission schedule public hearings to hear requests of this type.

**Concurrences:** The Planning and Community Development Department has coordinated with the Department of Revenue, the City’s Finance Department, and the City Manager’s Office throughout the process.

**Attachments/Exhibits:**  
Resolution 10453  
Application

**RESOLUTION 10453**

**A RESOLUTION APPROVING THE APPLICATION FOR TAX BENEFITS FOR REMODELING, RECONSTRUCTION, OR EXPANSION OF EXISTING COMMERCIAL BUILDINGS OR STRUCTURES; TAX BENEFIT FOR CMSC, LLC (DOC-GREAT FALLS HOLDING, LLC), FOR THE PROPERTY LOCATED AT 3010 15<sup>TH</sup> AVENUE SOUTH, LEGALLY DESCRIBED AS LOT 1-A1-1, BLOCK 1, FIRST ADDITION TO GREAT FALLS CLINIC ADDITION, CITY OF GREAT FALLS, CASCADE COUNTY, MT., PURSUANT TO MONT. CODE ANN. § 15-24-1501**

\* \* \* \* \*

**WHEREAS**, Mont. Code Ann. § 15-24-1501, provides the opportunity for local governing bodies to give Tax Benefits for Remodeling, Reconstruction or Expansion of Existing Commercial Buildings or Structures; and

**WHEREAS**, said encouragement allows for properties to receive a property tax reduction for the first five years; and

**WHEREAS**, the applicant, CMSC, LLC (DOC-Great Falls Holding, LLC), has submitted an application for the Remodeling, Reconstruction, or Expansion of Certain Commercial Buildings or Structures tax benefit pursuant to Mont. Code Ann. § 15-24-1501 for the property located at 412 Central Avenue, described as Lot 1-A1-1, Block 1, First Addition to Great Falls Clinic Addition, City of Great Falls, Cascade County, MT; and

**WHEREAS**, in order for a taxpayer to receive the tax benefits, following due notice as defined in Mont. Code Ann. § 7-1-4127 and a public hearing, the City Commission, having jurisdiction, must approve by separate resolution for each project the application for tax benefits; and

**WHEREAS**, the City Commission adopted Resolution 10119 on the 1<sup>st</sup> day of December, 2015, Establishing Criteria for Evaluating Tax Abatement or Benefit Requests.

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

Following a public hearing and taking into consideration the criteria established in Resolution 10119, the City Commission of the City of Great Falls does hereby approve CMSC, LLC (DOC-Great Falls Holding, LLC)'s Application for Tax Exemption and Reduction for the Remodeling, Reconstruction or Expansion of Existing Commercial Buildings or Structures pursuant to Mont. Code Ann. § 15-24-1501.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana,  
on April 19th, 2022.

\_\_\_\_\_  
Bob Kelly, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Jeff Hindoien, City Attorney



Application for Tax Exemption and Reduction for the Remodeling, Reconstruction, or Expansion of Existing Commercial Buildings or Structures

AB-56A V2 10/2012

This application must be submitted to the appropriate local governing body or bodies by the property owner of record or his agent. The decision of the local governing body or bodies must be mailed to the Department of Revenue before April 1 of the tax year for which the benefits are sought.

I, CMSC, LLC (DOC-Great Falls Holding, LLC) whose mailing address is 3010 15th Avenue South, Great Falls, MT 59405

do hereby make application for tax exemption and reduction for the remodeling, reconstruction or expansion of existing commercial building(s) or structure(s), in accordance with 15-24-1502, MCA, on the following described lands. (Please attach an additional page if the legal description does not fit within this space). Legal Description: See attached

- I submit the following information in support of this application:
Date that the remodeling, reconstruction or expansion will start 03/01/2022
Date that the remodeling, reconstruction, or expansion will be completed 05/31/2023
Date that the earliest building permit was received. TBD
Estimated cost of the remodeling, reconstruction or expansion \$ 50,000,000 - 60,000,000
The commercial building or structures has not been used in a business for 0 months.
Property taxes on the building or structures are delinquent yes X no.

Under penalty of perjury, I hereby certify the facts herein stated are true. I further acknowledge by my signature that I have reviewed the information on the reverse side of this form and understand its meaning.

Signature of Property Owner or Agent: [Signature] Date: 2/11/2022

For County Government Purposes Only

Application received by county governing body on \_\_\_\_\_ year \_\_\_\_\_. This application for exemption and reduction for remodeling, reconstruction or expansion of existing commercial buildings or structures is hereby: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved

By \_\_\_\_\_, Chairman-County Commission on \_\_\_\_\_, year \_\_\_\_\_

For City Government Purposes Only

Application received by city governing body on \_\_\_\_\_ year \_\_\_\_\_. This application for exemption and reduction for remodeling, reconstruction or expansion of existing commercial buildings or structures is hereby: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved

By \_\_\_\_\_, Authorized Agent of City Government on \_\_\_\_\_, year \_\_\_\_\_

For Department of Revenue Purposes Only

- Application received by Department of Revenue governing body on \_\_\_\_\_ year \_\_\_\_\_.
The remodeling, reconstruction or expansion of the existing commercial building or structure increases the taxable value of that structure or building by at least 5% yes no.
This application for tax exemption and reduction for the remodeling, reconstruction, or expansion of existing commercial buildings or structures is hereby \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved
If approved, the appropriate tax benefits will be granted for the \_\_\_\_\_ tax year.

By \_\_\_\_\_, County Appraiser on \_\_\_\_\_, year \_\_\_\_\_



March 2022

City of Great Falls  
 Planning and Community Development  
 Attn: Craig Raymond, Director  
 #2 Park Drive South, Room 112  
 Great Falls, MT 59401

Re: Application for Tax Exemption and Reduction for the Remodeling, Reconstruction, or Expansion of Existing Commercial Buildings or Structures – AB-56A

CONFIDENTIAL INFORMATION

**Parcel Legal Description:**

Parcel #: 0000965625  
 Geo Code: 02-3016-17-3-01-12-0000  
 Property Address: 3000 15<sup>th</sup> Ave S, Great Falls MT 59405  
 Subdivision: (GFC) First Addition Great Falls Clinic  
 Block: 1  
 Legal: First Addition Great Falls Clinic  
 Lot: 1A1-1

**Project Description:**

Great Falls Clinic Hospital is seeking to expand its location to accommodate additional inpatient and outpatient medical services. The project anticipates a \$50,000,000-\$60,000,000 spend on real property to include the expansion of the existing surgery center and a new 3 story tower that adds an estimated 75 beds, associated in-patient services, and administrative and patient support resources. As a result of this growth project, the hospital anticipates hiring approximately 150 additional, full-time employees, including physician staff, nursing staff, surgery staff, and facilities staff. These new healthcare employees would join the existing 600+ current employees providing exceptional care to our community.

The new facilities will include: cardiac diagnostic and intervention suite, intensive care unit, medical surgical inpatient unit, surgery, laboratory, procedure, pharmacy, radiology, recovery, administration, and outpatient areas. The total construction for the project is anticipated to commence in Q1/Q2 2022 and conclude in Q3 2024.

Great Falls Clinic Hospital was acquired in 2019 by the Tennessee based hospital group, Surgery Partners. As a for-profit hospital, this places Great Falls Clinic Hospital in a unique position within the market. As the hospital competes with other non-profit based hospital groups, the strategic and financial considerations regarding investment and future tax burden must be considered. City and County support through property tax abatement is important to this strategic expansion. The community's support will assist in leveling the financial playing field and allow the hospital to meet the growing needs of the City of Great Falls, Cascade County, and the greater Montana region. This support will also assist the hospital as it addresses the rising costs of healthcare which in turn affect patient

costs. Minimizing this impact on patients and their access to care is important to the continued growth and success of the larger Great Falls community.

Great Falls Clinic Hospital has provided medical services for the City of Great Falls and surrounding region since 1917. The current hospital opened at its existing location in 2016. Hospital services range from acute to emergency care, general practice and family medicine, to specialty care and surgery solutions. The entire healthcare team at Great Falls Clinic Hospital is committed to providing the highest quality care through exceptional patient service and compassion.



March 2022

The Great Falls Civic Center  
City of Great Falls, MT – Office of Planning and Community Development  
#2 Park Drive South, Room 112  
Great Falls, MT 59401

**Resolution No. 10119 – Supplemental Documentation**

To whom it may concern,

The following is a compiled report on the proposed new construction and new job creation initiative being considered by Great Falls Clinic Hospital (“the project”). The data sourced in this supplemental report are pulled from EMSI and the reporting interpretation has been performed by McGuire Sponsel. Please note that all models presented are best estimates of the project’s impacts and are not a guarantee or commitment of actual benefit or performance. EMSI is a nationally recognized labor market and data analytics software provider that provides sustainable data modeling for consultants and communities.

**PROJECT ASSUMPTIONS**

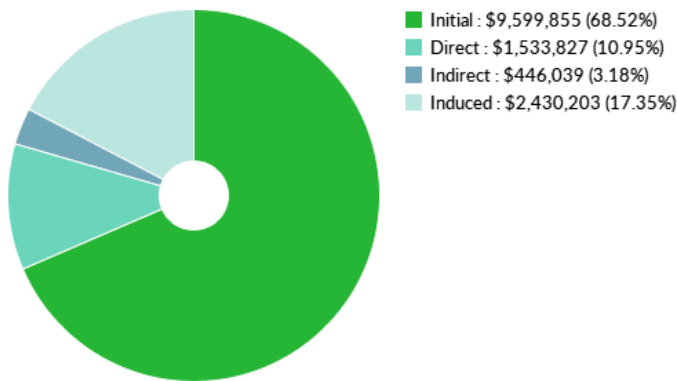
- Estimated \$55,000,000 in new construction costs
- Estimated 150 net new, full-time jobs
- Estimated 60 minute drive time pull for industry/jobs (when applicable)
- NAICS Code – 622110 – General Medical and Surgical Hospitals
- Geographic Region: Great Falls, MT MSA (Cascade County) – 60 minute drive time

**ECONOMIC IMPACT STUDY - JOBS**

The project estimates an additional 150 net new jobs to the community once completed. These jobs have both direct and indirect impact on the community, creating additional economic “ripple” effects that lead to more job creation and earnings within the community. Our modeling, specific to Great Falls, MT would indicate the following:

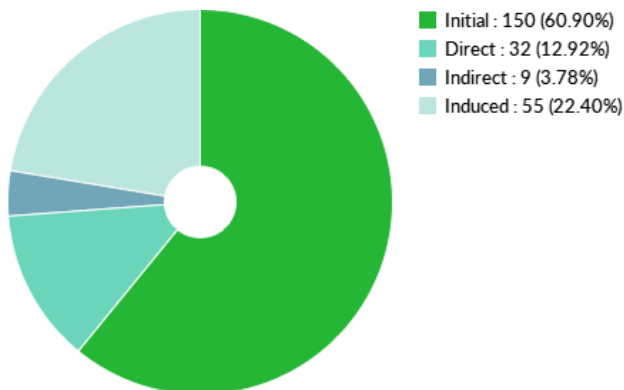
### Effect on earnings from adding 150 jobs to General Medical and Surgical Hospitals

<p><b>\$9.6M</b> Initial 1.00 Multiplier</p>	<p><b>\$1.5M</b> Direct 0.16 Multiplier</p>	<p><b>\$446,039</b> Indirect 0.05 Multiplier</p>	<p><b>\$2.4M</b> Induced 0.25 Multiplier</p>
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### Effect on jobs from adding 150 jobs to General Medical and Surgical Hospitals

<p><b>150</b> Initial 1.00 Multiplier</p>	<p><b>32</b> Direct 0.21 Multiplier</p>	<p><b>9</b> Indirect 0.06 Multiplier</p>	<p><b>55</b> Induced 0.37 Multiplier</p>
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**Effect on taxes on production and imports from adding 150 jobs to General Medical and Surgical Hospitals**

<p><b>\$285,842</b></p> <p><b>Local</b></p>	<p><b>\$234,288</b></p> <p><b>State</b></p>	<p><b>\$111,245</b></p> <p><b>Federal</b></p>
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**Top 10 Occupations - Detailed Effect on Occupation Earnings from adding 150 jobs to General Medical and Surgical Hospitals using Type Emsi Model**

SOC Code	Name	Original	Initial	Direct	Indirect	Induced
29-1141	Registered Nurses	\$84,905,328.42	\$3,118,333.37	\$34,703.37	\$1,626.08	\$128,882.10
29-1228	Physicians, All Other; and Ophthalmologists, Except Pediatric	\$66,077,480.51	\$758,304.55	\$6,665.33	\$134.39	\$80,076.63
29-2034	Radiologic Technologists and Technicians	\$11,189,075.99	\$381,586.84	\$2,152.20	\$35.99	\$16,928.83
29-1051	Pharmacists	\$15,502,094.97	\$343,275.39	\$3,191.12	\$136.28	\$22,204.38
11-9111	Medical and Health Services Managers	\$16,850,985.26	\$331,496.00	\$14,167.81	\$423.39	\$23,970.69
43-6013	Medical Secretaries and Administrative Assistants	\$19,046,674.56	\$303,370.17	\$6,327.02	\$314.33	\$30,424.58
31-1131	Nursing Assistants	\$12,405,731.26	\$290,178.90	\$1,720.84	\$59.39	\$25,152.65
29-1123	Physical Therapists	\$10,687,854.02	\$278,011.87	\$1,106.50	\$24.93	\$20,382.89
29-2018	Clinical Laboratory Technologists and Technicians	\$5,740,398.69	\$189,622.98	\$5,924.98	\$58.05	\$8,392.09
29-1216	General Internal Medicine Physicians	\$12,097,732.54	\$176,330.62	\$712.32	\$19.03	\$18,697.74
<b>Totals:</b>		\$254,503,356.21	\$6,170,510.69	\$76,671.50	\$2,831.87	\$375,112.58

**SUMMARY**

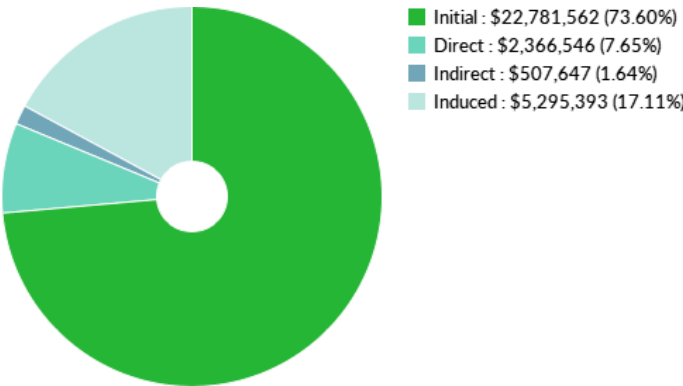
Our modeling indicates that an additional 150 jobs in Great Fall, MT within the General Medical and Surgical Hospitals category could generate an additional 40 – 120 jobs within the greater Great Falls/Cascade County community. These jobs are likely to create an economic impact of between \$1,500,000 to \$2,400,000 for the community. Additionally tax revenues are estimated to be above \$500,000 annually to the community and state. The additional jobs and earnings are based on standard deviations for the General Medical and Surgical Hospitals NAICS code.

**ECONOMIC IMPACT STUDY – CONSTRUCTION INVESTMENT**

Jobs are a major driver for long term economic impact within the community. However, the short-term construction costs are an additional driver of economic activity within Great Falls and the greater region. Based on an estimated \$55,000,000 construction budget for the project, we would anticipate the following based on our economic modeling:

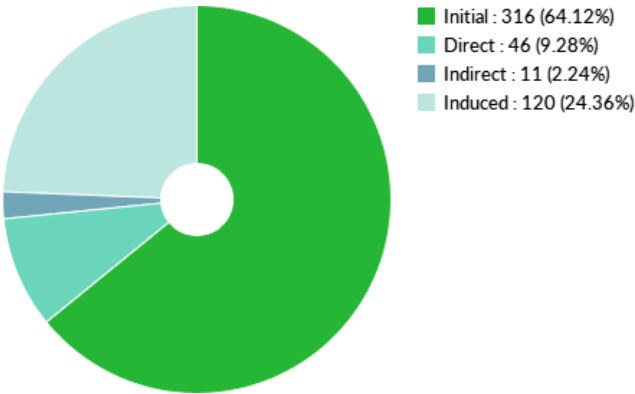
**Effect on earnings from adding \$55,000,000 in sales to Commercial and Institutional Building Construction:**

<p><b>\$22.8M</b>  <b>Initial</b>                  1.00 Multiplier</p>	<p><b>\$2.4M</b>  <b>Direct</b>                  0.10 Multiplier</p>	<p><b>\$507,647</b>  <b>Indirect</b>                  0.02 Multiplier</p>	<p><b>\$5.3M</b>  <b>Induced</b>                  0.23 Multiplier</p>
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**Effect on jobs from adding \$55,000,000 in sales to Commercial and Institutional Building Construction:**

<p><b>316</b> Initial 1.00 Multiplier</p>	<p><b>46</b> Direct 0.14 Multiplier</p>	<p><b>11</b> Indirect 0.03 Multiplier</p>	<p><b>120</b> Induced 0.38 Multiplier</p>
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**Effect on taxes on production and imports from adding \$55,000,000 in sales to Commercial and Institutional Building Construction:**

<p><b>\$526,504</b> Local</p>	<p><b>\$451,238</b> State</p>	<p><b>\$284,073</b> Federal</p>
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**SUMMARY**

Temporary or project specific work is recognizably shorter term than more permanent effects from the project itself. However, the economic impact from a construction budget of \$55,000,000 will provide substantial benefit for the community and ideally lead to other projects, such as affordable housing, addition commercial investment and community infrastructure opportunities (governmental, educational, etc.). While all of these projections are estimates of future impact, the project is committed to working closely with all community stakeholders in meeting community needs and driving value for the regions economy.

Thank you for your consideration of this project and your support. Any questions on this economic modeling analysis should be directed to Ben Worrell, Project Consultant:  
[bworrell@mcguiresponsel.com](mailto:bworrell@mcguiresponsel.com).

### **About McGuire Sponsel**

Founded in 2007, McGuire Sponsel is a national consulting firm focused on delivering trusted and proven specialty tax solutions that fall outside of traditional CPA practices. McGuire Sponsel was established to be a true value-add to CPA firms and their clients by acting as an extension of the respective firm. Our approach has allowed us to become a trusted resource for growing, dynamic clients.

### **Input-Output Data**

The input-output model in this report is Emsi's gravitational flows multi-regional social account matrix model (MR- SAM). It is based on data from the Census Bureau's Current Population Survey and American Community Survey; as well as the Bureau of Economic Analysis' National Income and Product Accounts, Input-Output Make and Use Tables, and Gross State Product data. In addition, several Emsi in-house data sets are used, as well as data from Oak Ridge National Labs on the cost of transportation between counties.

### **State Data Sources**

This report uses state data from the following agencies: Montana Department of Labor and Industry



## CRITERIA RESPONSES SUBMITTED BY APPLICANT

- a. Whether the City's financial condition at the time of the application or consideration of the application warrants granting the application;  
**- This project will enhance the city's financial position and provide additional tax revenues in the future, once the project is complete.**
- b. Whether the application meets all pertinent statutory criteria for the particular project;  
**- The applicant meets the statutory criteria as a commercial development and clearly provides an expansion of an existing facility with net new construction.**
- c. Whether the property taxes or other taxes and/or assessments on the property are current;  
**-The property taxes and other assessments are current on the property.**
- d. Whether the project may unreasonably affect the tax base of the City;  
**-The current building provides over \$500,000 in property taxes annually. The project as proposed would increase that property tax receivables for the County and Community once the approved property tax abatement has expired.**
- e. Whether the project would impact employment opportunities within the City;  
**- The project anticipates an increase in full-time jobs for the community by nearly 150 positions. These positions are estimated to draw an average hourly wage of \$24-\$26/hr. In the City's Growth Policy Update plan (dated August 6, 2013), the City of Great Falls noted Great Falls Clinic as the 3<sup>rd</sup> largest civilian employer (Growth Policy Update – August 6 2013, pg. 79) and the 2<sup>nd</sup> largest healthcare provider in the City (Growth Policy Update – August 6 2013, pg. 70). According to the Growth Policy Update, "the health care sector of the local economy is an important source of employment and job diversity in Great Falls..." (Growth Policy Update – August 6 2013, pg. 70).**
- f. Whether the project is located within a Tax Increment Financing (TIF) or Targeted Economic Development (TED) District;  
**- Planned site is neither in an existing TIF nor TED District**
- g. Whether the project has already received additional financial assistance from the City or other authorities having jurisdiction;  
**-No other assistance or financial support has come from the city to this client**
- h. As to applications filed pursuant to Mont. Code Ann. §15-24-1601 *et seq.*, whether the Montana state historic preservation office has provided design review assistance and certification for qualifying properties;  
**- Not applicable to this project.**
- i. Whether the project will create affordable housing opportunities;  
**- While the project will not directly create affordable housing opportunities, the new jobs created by the project will drive demand within the community for affordable housing options.**

## CRITERIA RESPONSES SUBMITTED BY APPLICANT

- j. Whether the project will encourage additional, unsubsidized development in the area of the project, either directly or indirectly, through “spin-off” development;
- **The project will likely drive demand for additional housing options as well as commercial/retail opportunities. Additionally, the project identified significant opportunities with the local education system for medical and healthcare professional staff. The project plans to invest in programming to continue to support talent options within the greater Great Falls region.**
- k. Whether the project will facilitate the development process and achieve development on sites which would not be developed without assistance, or would not be developed at a level of acceptable quality;
- **The current site is a parking lot. This expansion will add an estimated \$55M in new investment, increase the health care offerings to the greater region and provide up to 150 net new job openings.**
- l. Whether the project would encourage redevelopment of commercial and industrial areas in the City of Great Falls, resulting in a higher level and quality of re-investment;
- **Access to quality healthcare and a good education system are two primary features for families considering a community as their home. This project will directly increase the health care offerings to the greater Great Falls/Cascade County region.**
- m. Whether the project would encourage removal of blight, or the rehabilitation of a high profile or priority site;
- **The current site is a parking lot. This expansion will add an estimated \$50M in new assessed value, increase the health care offerings to the greater region and provide up to 200 net new job openings.**
- n. Whether the application is sought in whole or in part because of increased costs of redevelopment, such as clean-up of a contaminated site, demolition expenses, and the like, over and above costs normally incurred in development;
- **As construction costs have risen, the project has seen a direct impact. It is estimated that original budget estimates for construction costs have increased by a minimum of 20%. These increases in costs create an unforeseen gap in financing, which the proposed property tax abatement will help offset.**
- o. Whether the project could be developed without the benefit of a tax abatement; i.e., but for the allowance of a tax abatement, the project would not be developed or pursued;
- **As construction costs have risen, the project has seen a direct impact. It is estimated that original budget estimates for construction costs have increased by a minimum of 20%. These increases in costs create an unforeseen gap in financing, which the proposed property tax abatement will help cover.**

## CRITERIA RESPONSES SUBMITTED BY APPLICANT

p. Whether conferring the tax benefit will create an adverse impact on existing state, county or municipal services;

- **The tax benefit will not adversely impact the existing county or municipal services. The new health care services provided by the project should enhance the community's services with increased access to healthcare options.**

q. Whether the project contributes to the implementation of other policies adopted by the City, including, but not limited to, the City's Growth Policy; and/or

- **As outlined in the City's Growth Policy Update (dated 2013) the 2025 Vision and Goals note Health and Wellness as the first social policy recommendation. In 2013, the City noted the community as, a leader in "regional healthcare and supporting medical uses..." (Growth Policy Update – August 6 2013, pg. 130). Additionally, the Growth Plan notes a healthcare policy goal along with the Community Health Improvement Plan, to "support the health priorities... of improving access of healthcare..." (Growth Policy Update – August 6 2013, pg. 137). It was noted in the study that the health care providers in Great Falls have a significant regional impact, providing health care access for not only Cascade county, but 10 surrounding counties as well (pg. 70). Health, safety and wellbeing of the community and its residents are major drivers for the future vision of Great Falls, MT and this project supports those initiatives.**

r. Whether the project would meet other criteria as would be considered reasonable for the best interests of the City.

- **Per the information provided in this application request, the project would provide a substantial, positive impact on the community and greater region. The City's support of this project through tax abatement would provide much needed support and demonstrate a valuable collaboration between the City and the project to meet the City's future vision and goals.**



Commission Meeting Date: April 5, 2022  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Proposed Cable System Franchise Agreement between TDS Metrocom, LLC and the City of Great Falls

**From:** Chuck Anderson, Deputy City Manager

**Initiated By:** City Manager's Office

**Presented By:** Chuck Anderson, Deputy City Manager

**Action Requested:** Set a Public Hearing on a Proposed Cable System *Franchise Agreement* between TDS Metrocom, LLC and the City of Great Falls for May 3, 2022.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing on a proposed Cable System Franchise Agreement between TDS Metrocom, LLC and the City of Great Falls for May 3, 2022.”

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

**Staff Recommendation:** Staff recommends that the City Commission set a public hearing on a proposed Cable System *Franchise Agreement* between TDS Metrocom, LLC and the City of Great Falls for May 3, 2022.

**Background:** TDS Metrocom, LLC (“TDS”) is a Madison, WI-based cable television service provider (“cable operator”) that has requested a non-exclusive franchise for the provision of cable television services. TDS plans to provide broadband (Internet), video and digital voice services in the City of Great Falls. TDS has recently constructed new networks in Coeur D’Alene, ID and Spokane, WA and has since secured franchise agreements from both Billings and Helena for the construction of new networks.

Under the Federal Communications Act, as amended, cable operators are required to secure a franchise from a local government granting it permission to use the public right-of-way to provide cable services. Although a local government has the authority to impose certain conditions on a cable system provider, it cannot unreasonably refuse to award an additional competitive franchise. The Federal Communications Act also authorizes the local government to receive payment in the form of a “franchise fee” of up to five percent (5%) of gross revenues from the cable services provided in the local government’s jurisdiction.

City staff have utilized the services of a consultant to assist in negotiating the terms and structure of the proposed *Franchise Agreement*, which is modeled closely on the terms and structure of the *Franchise Agreement* approved by the City Commission in February of 2020 with the City’s only other cable system

franchise holder, Spectrum Pacific West, LLC (“Spectrum”). TDS will be the first new wireline cable operator to enter the Great Falls cable television market since Spectrum’s predecessors first arrived in Great Falls in the 1970’s. Although not subject to either local government regulation or any franchise fee, TDS will also be providing – in addition to cable television service – broadband internet service.

The core structure and terms of the proposed *Franchise Agreement* are generally aligned with the structure and terms of the current *Franchise Agreement* with Spectrum:

- An initial term of ten (10) years (Spectrum term is the same);
- Service Area minimum density generally of at least seven (7) residences per ¼ linear strand mile of aerial cable (Spectrum = thirty-five (35) residences per linear strand mile of aerial cable);
- Subject to a marginal cost offset, provision of free Basic Cable Service to four (4) City facilities (Civic Center, GFPD, GF Public Library and Aim-High/Big Sky Rec Center) (Spectrum = Basic Cable to Civic Center and GFPD);
- Franchise Fee of five percent (5%) of gross revenue (Spectrum = same);
- Provision of educational and government Access Channel (Spectrum = government access); and
- Access Channel capital support for equipment to be used for operation of the Access Channel on our end (initial \$27,000 contribution) (Spectrum = same); supplemental grant up to \$27,000 from Spectrum and proportional for TDS based on its subscriber numbers.

Under Section 15.8 of the City’s current *Franchise Agreement* with the incumbent cable operator (Spectrum), the City was obligated to provide written notice to Spectrum that TDS had made a request for a franchise agreement and that notice has been provided to Spectrum. That same section of the Spectrum *Franchise Agreement* also contemplates that the City will conduct a public hearing to consider the request from TDS for a franchise agreement and provide notice of that public hearing to Spectrum.

Accordingly, the first step in the process for considering the approval of the proposed *Franchise Agreement* with TDS will be to set a public hearing for May 3, 2022 for the Commission’s consideration of the TDS *Franchise Agreement*.

**Fiscal Impact:** Approval of the proposed *Franchise Agreement* and a subsequent deployment of its proposed cable system by TDS will eventually yield annual franchise fee revenues for the City. For comparison purposes, the incumbent cable operator (Spectrum) or its predecessors have been in the market since the 1970’s and its five percent (5%) annual franchise fee has most recently been in the neighborhood of \$600,000.

**Alternatives:** The Commission could choose to not set a public hearing for consideration of the proposed *Franchise Agreement* with TDS and direct staff to address any perceived concerns with the proposed *Franchise Agreement* as negotiated with TDS to date. As noted above, however, cable system operators are generally entitled to secure franchise agreements from local governments and the approval of those franchise agreements cannot be unreasonably withheld.

**Concurrences:** This action has been coordinated with and is supported by the Legal, Parks and Recreation, and Public Works Departments.

**Attachments/Exhibits:** Proposed Franchise Agreement

**FRANCHISE AGREEMENT**  
**CITY OF GREAT FALLS, MONTANA**

**This Franchise Agreement (“Franchise”)** is between the City of Great Falls, Montana, hereinafter referred to as the “Grantor” and TDS Metrocom, LLC, hereinafter referred to as the “Grantee.”

**WHEREAS**, the Grantor finds that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

**WHEREAS**, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

*NOW, THEREFORE, the Grantor and Grantee agree as follows:*

**SECTION 1**  
**Definition of Terms**

**1.1 Terms.** For the purpose of this Franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Commission” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communications Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
- E. “Equipment” shall mean any poles, wires, cable, antennas, underground conduits, manholes, conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.

- G. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. “Franchise Area” shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- I. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any State regulatory fees, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law and (5) any Government Access Grant payments (as referenced in Section 13.2 hereof) recovered from Subscribers.
- J. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. “Service Area” shall mean the area described in subsection 6.1 hereto.
- L. “Standard Installation” shall mean installations to residences and buildings that are located up to 125 aerial feet from the point of connection to Grantee’s existing distribution system.
- M. “State” shall mean the State of Montana.
- N. “Street” shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. “Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.

**SECTION 2**  
**Grant of Franchise**

**2.1 Grant.** The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed

to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

**2.2 Term.** The Franchise and the rights, privileges and authority hereby granted shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 15.12.

**2.3 Police Powers.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable and non-discriminatory local ordinance, resolution, or the City Charter as necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor’s lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the Grantee’s rights or obligations under this Franchise or make it more burdensome for Grantee. In the event of any conflict or inconsistency between this Franchise, any City ordinance or regulation or the City Charter, this Franchise shall control.

**2.4 Cable System Franchise Required.** No Cable System shall be allowed to occupy or use the Streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System franchise.

**SECTION 3**  
**Franchise Renewal**

**3.1 Procedures for Renewal.** The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee’s Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

**SECTION 4**  
**Indemnification and Insurance**

**4.1 Indemnification.** The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other Equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not



be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor’s use of the Cable System, including the Government Access channel.

**4.2 Insurance.**

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers’ Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

**SECTION 5  
Service Obligations**

**5.1 No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex, nor shall Grantee deny access to Cable Service to any group of potential residential Subscribers because of the income of the residents of the local area in which such group resides, provided that nothing herein will prevent Grantee from implementing credit, deposit and acceptance criteria or offering (a) the temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns; (b) reasonable discounts to senior citizens or economically disadvantaged citizens; (c) discounts for purchasing multiple services; or (d) different and nondiscriminatory rates and charges and classes of service for commercial subscribers or for bulk discounts to multiple dwelling units as allowed by federal law and regulation.

**5.2 Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

## **SECTION 6**

### **Service Availability**

**6.1 Service Area.** The Grantee shall make Cable Service distributed over the Cable System available over a reasonable period of time and based on reasonable business considerations during the term of this Franchise to every residence within the Franchise Area where there is a minimum density of at least seven (7) residences per one-quarter linear strand mile of aerial cable (excluding any home subscribing to any satellite service) as measured from Grantee's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service (the "Service Area"). For purposes of this Franchise, and based on present market conditions and the expectation that the Grantor will allow Grantee to utilize as many as six (6) work crews and will timely provide Grantee with any necessary permits, the parties agree that a reasonable period of time to construct the Cable System shall be five (5) years, starting with the date that Grantee commences actual construction. That date shall be provided by Grantee to Grantor in writing. If, within that 5-year time period, an intervening, unforeseeable event occurs (including force majeure) which would prevent Grantee from meeting this build-out requirement, then Grantee shall give written notice to Grantor and the parties will meet to mutually modify the build-out schedule. The Cable Service will be provided at Grantee's published rate for Standard Installations if such residence is a Standard Installation. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service or into any annexed area which is not contiguous to the Service Area. Grantee shall not be obligated to provide service to any area where it is financially or technically infeasible to do so. Grantee at its discretion may make Cable Service available to businesses within the Service Area.

**6.2 Subscriber Charges for Extensions of the Cable System.** No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-standard Installation charges to extend the Cable System from the tap to the residence.

**6.3 New Development Underground.** In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to use its best efforts to direct the developer or property owner that it must give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen (15) day period, the cost of new trenching is to be borne by Grantee.

**6.4 Annexation.** The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates.

Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent from Grantor or Grantee as set forth in Section 15.7. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

## SECTION 7

### Construction and Technical Standards

**7.1 Compliance with Code.** All construction practices and installation of Equipment shall be done in accordance with all applicable sections of the National Electrical Safety Code.

**7.2 Construction Standards and Requirements.** All of the Grantee's Equipment shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel. Grantee shall provide either GIS data or as-built drawings showing installation locations of its Cable System, excluding Subscriber drops.

**7.3 Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage.

**7.4 Network Technical Requirements.** The Cable System shall be a Fiber-to-the-Premise network capable of delivering high-quality digital video signals meeting or exceeding FCC technical standards as such may be amended from time to time.

## SECTION 8

### Conditions on Street Occupancy

**8.1 General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

**8.2 Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed

underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

**8.3 Construction Codes and Permits.** Grantee shall comply with all generally applicable requirements for accessing the Grantor's Streets for underground and aerial installation as such requirements may be enacted or amended from time to time. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets.

**8.4 System Construction.** All transmission lines, Equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way. Work in the Street, on public property, near public property, or on or near private property shall be done in a manner that causes minimal interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been placed in the Streets by, or under, the Grantor's authority. The Grantee's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of any Person, or to interfere with new improvements the Grantor may deem proper to make or to unnecessarily hinder or obstruct the free use of the Streets or other public property. In the event of such interference, the Grantor may require the removal or relocation of Grantee's lines, cables, Equipment and other appurtenances from the property in question at Grantee's expense.

**8.5 Restoration of Public Ways.** Grantee shall, at its own expense, restore any damage or disturbance caused to the Street as a result of its operation, construction, or maintenance of the Cable System to at least its prior condition, taking into account normal wear and tear and the nature of work required to be performed.

**8.6 Tree Trimming.** Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

**8.7 Relocation for the Grantor.** The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the

same extent all other users of the Grantor's rights-of-way are responsible for the costs related to the relocation of their facilities.

**8.8 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

**8.9 Reimbursement of Costs.** If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

**8.10 Emergency Use.** Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

## **SECTION 9** **Service and Rates**

**9.1 Phone Service.** The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

**9.2 Notification of Service Procedures.** The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

**9.3 Rate Regulation.** Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

**9.4 Continuity of Service.** It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

**9.5 Service to Public Buildings.** Subject to applicable Law, including FCC regulations governing franchise fee payments, Grantee shall provide, without charge, a Standard Installation and one outlet of Basic Cable Service to the following four (4) locations: 1) City of Great Falls, Civic Center, 2 Park Drive South, Great Falls, MT 59403; 2) City of Great Falls Police Station, 112 1<sup>st</sup> Street South, Great Falls, MT 59403; 3) a new library location to be designated by Grantor;

and 4) a new City Rec Center location to be designated by Grantor, provided that such locations are located within 125 aerial feet from the point of connection to Grantee's existing distribution system. The Cable Service provided pursuant to this Section 9.5 shall not be used for commercial purposes and the outlets installed in public buildings will not be located in areas open to viewing by the general public. The Grantor shall take reasonable precautions to prevent any inappropriate or unlawful use of or loss or damage to the Grantee's Cable System.

## **SECTION 10** **Franchise Fee**

**10.1 Amount of Franchise Fee.** Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of the franchise fee percentage and the method of calculation shall be equivalent when compared to the percentage amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee percentage or different method of calculation than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount or method.

**10.2 Payment of Franchise Fee.** Payment of the franchise fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.12. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

**10.3 Accord and Satisfaction.** No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

**10.4 Limitation on Recovery.** The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the last date on which payment by the Grantee was due. If any undisputed Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest charge, computed from the last day on which payment was due, at the annual rate of one percent (1%) over the prime interest rate.

**10.5 Bundling.** In accordance with generally accepted accounting principles (GAAP), if Cable Services subject to the franchise fee required under this Section are provided to Subscribers in conjunction with non-Cable Services and the total cost of the bundle reflects a discount from the aggregate retail prices of the services contained therein, the franchise fee shall be applied to the retail price of the Cable Services in the bundle reduced by no more than a proportionate share of the overall discount.

By way of illustrative example of the formula described above, if Cable Service A is sold separately at a price of \$40 per month, Non-Cable Service B is sold separately at a price of \$40 per month, and Non-Cable Service C is sold separately at a price of \$40 per month, but the three services when purchased together are sold for a single aggregate price of \$100 per month, the amount of the \$100 per month collected by Grantee from each Subscriber purchasing the bundle which is to be included under Gross Revenues under this Franchise (i.e., the amount attributable to Cable Service) shall be \$33.33 per month. As a second example, if Cable Service A is sold separately at a price of \$50 per month, Non-Cable Service B is sold separately at a price of \$63 per month, and Non-Cable Service C is sold separately at a price of \$74 per month, but the three services when purchased together are sold for a single aggregate price of \$150 per month, the amount of the \$150 per month collected by Grantee from each Subscriber purchasing the bundle which is to be included under Gross Revenues under this Franchise (i.e., the amount attributable to Cable Service) shall be \$40.11 per month.

## **SECTION 11**

### **Transfer of Franchise**

**11.1 Franchise Transfer.** The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior written consent of the Grantor, such consent not to be unreasonably withheld, conditioned or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any right, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request and all required documents including FCC Form 394, consent by the Grantor shall be deemed given.

## **SECTION 12**

### **Reports and Records**

**12.1 Record of Complaints Required.** In addition to all records that Grantee is required to maintain pursuant to the Cable Act, the rules and regulations of the FCC, and any other provision of this Franchise, the Grantee shall maintain a record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.

**12.2 Inspection of Records.** A copy of Grantee's schedule of charges and the terms of service provided to Subscribers shall be furnished to Grantor upon request. Grantee shall maintain a full and complete set of plans, records and strand maps showing the current location of the Grantee's Cable System and a GIS shapefile of its Cable System and a current Service Area Map, which shall be provided to Grantor upon request no more than once per calendar year. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of at least ten (10) days' advance written notice, to examine during normal business hours and on a non-disruptive basis at a mutually agreeable location any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that

the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than one (1) year, provided the exception being that Grantee shall retain books and records relevant to the franchise fee payments for a period of three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. Grantee acknowledges that Grantor is a public entity subject to Montana's public right to know and inspect public documents. If the Grantor believes it must release any books, records, or maps in the course of enforcing this Franchise, or for any reason, it shall advise Grantee in a timely manner so that Grantee may take appropriate steps to protect its proprietary or confidential interests in advance of such release. Grantee is responsible for demonstrating in a Court of competent jurisdiction that any records or information are confidential and not subject to public inspection.

### SECTION 13

#### Educational/Government Access

**13.1 Educational/Government Access.** Grantee shall provide one Channel on the Cable System for use by the Grantor for non-commercial, video programming for educational and government access programming (the "Access Channel"). The Access Channel may be placed on any tier of service available to all Subscribers.

**13.2 Access Channel Capital Cost Support.** Grantee shall provide capital cost support for the Access Channel in the form of a grant (the "Access Channel Grant") in the amount of twenty-seven thousand dollars (\$27,000), payable to the Grantor within ninety (90) days of Grantee's provision of service to its first Subscriber. Within one hundred and twenty (120) days following the three (3) year anniversary of the payment of the Access Channel Grant, and provided that the Grantor previously has requested and received, at some point, an additional Access Channel Grant from the franchised cable operator providing cable service in the City as of the date of this Franchise (the "Incumbent Cable Operator"), the Grantor may request an additional Access Channel Grant from Grantee, payable within ninety (90) days of such request. The request shall be in writing pursuant to the notice requirements in Section 15.7 herein. If Grantor requests an additional Access Channel Grant from Grantee pursuant to this section, it shall be in an amount that is proportional to the additional Access Channel Grant requested and received by the Grantor from the Incumbent Cable Operator, calculated by (i) dividing the amount of the additional Access Channel Grant paid by the Incumbent Cable Operator by the number of Subscribers served by the Incumbent Cable Operator as of the date of such additional Access Channel Grant and (ii) multiplying that per subscriber amount by the number of Subscribers served by Grantee as of the date Grantor requests the payment from Grantee of an additional Access Channel Grant. The Grantee shall be entitled to recover such Access Channel Grant payment(s) from Subscribers as allowed by federal law. Grantor and Grantee acknowledge that pursuant to Federal Law [47 U.S.C. § 542 (g) (2) (C)] Access Channel Grant funds are only to be used for capital equipment costs for the educational/government Access Channel and not for operational costs. Access Channel Grant funds shall be for the exclusive use of the Grantor or schools within the Service Area and shall not be used for purposes other than as described under Section 13 herein. The Grantor shall be responsible for installing, operating, maintaining and replacing the equipment purchased as necessary. Upon written request, not more than once annually, Grantee may request from Grantor a letter describing how the Access Channel Grant funds were used for capital costs.



**13.3 Educational/Government Access Channel Competitive Neutrality.** If the Grantor enters into, amends or renews any franchise agreement with another franchisee after the Effective Date hereof that contains obligations that are lesser in amount than the obligations imposed in this Section 13, Grantee's aggregate obligations under Section 13 shall be reduced to an equivalent amount. To the extent such a reduction is not sufficient to make the total obligations of this Franchise equivalent to the new or renewed franchise, Grantee may deduct from future franchise fee payments an amount sufficient to make the obligations of this Franchise equivalent to the new, amended or renewed franchise.

**13.4 Educational/Government Access Channel Format.** Grantee shall cablecast in high definition format ("HD") any educational/government Access Channel programming provided to Grantee in HD. All equipment necessary to produce educational/government Access Channel programming (for example, cameras) in HD for Subscribers shall be at Grantor's costs. Also, consistent with this requirement, the Grantor shall cooperate with Grantee to procure and provide, at the Grantor's cost, all necessary transmission equipment for educational/government Access Channel signal transport, on Grantor's side of the demarcation point at the City of Great Falls Civic Center. Grantee is responsible for procuring and providing, at its cost, all necessary transmission equipment for educational/governmental Access Channel signal transport from Grantee's side of the demarcation point at the City of Great Falls Civic Center to Grantee's headend. Grantee agrees to work cooperatively with the Grantor to ensure Grantor's necessary educational/government Access Channel equipment complies with Grantee's network requirements. Grantee also shall be responsible for the cost of constructing the fiber optic video return line (using ethernet transport or other transport format) from the City of Great Falls Civic Center to Grantee's headend facilities.

## SECTION 14

### Enforcement or Revocation

**14.1 Notice of Violation.** If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

**14.2 Grantee's Right to Cure or Respond.** The Grantee shall have ninety (90) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the ninety (90) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed. During this time, the Grantor shall make reasonable efforts to make any information that serves as the basis for the default allegation available to Grantee.

**14.3 Public Hearing.** If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Commission shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least sixty (60) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the City in accordance with

subsection 15.8 hereof. At the hearing, the Commission shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Commission shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to the district court of the United States for any judicial district in which the Cable System is located, or in any State court of general jurisdiction having jurisdiction over the parties which shall have the power to review the decision of the Commission *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

**14.4 Enforcement.** Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

**14.5 Revocation.**

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of one or more instances of substantial noncompliance with a material provision of the Franchise by the Grantee. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.
- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place, in consultation with the Grantor.

**SECTION 15**  
**Miscellaneous Provisions**

**15.1 Compliance with Laws.** Grantor and Grantee shall conform to all applicable State and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise.

**15.2 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, declared local or national emergencies, including health emergencies, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

**15.3 Minor Violations.** Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

**15.4 Action of Parties.** In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

**15.5 Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, State or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

**15.6 Change in Law.** Notwithstanding any other provision in this Franchise, in the event any change to State or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

**15.7 Notices.** Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, or nationally or internationally recognized courier service such as Federal Express. As set forth above, notices shall be delivered or sent to:

Grantor: City of Great Falls  
Attn: City Manager  
PO Box 5021  
2 Park Drive South, Room 204  
Great Falls, MT 59403

Grantee: TDS Metrocom, LLC  
Attn: Legal Department  
525 Junction Road  
Madison, WI 53717

**15.8 Public Notice.** Minimum public notice of any public hearing relating to this Franchise shall be made pursuant to Mont. Code Ann. § 7-1-4127.

**15.8.1** Grantor shall provide written notice to Grantee within ten (10) business days of Grantor’s receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirements as outlined in Paragraphs 15.7 and 15.8 above.

**15.9 Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

**15.10 Entire Agreement.** This Franchise and the letter agreement for reimbursement of consultant’s fees and expenses constitute the entire agreement between Grantee and the Grantor and they supersede all prior or other contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

**15.11 Amendment of Franchise.** This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Unless such action is necessary to protect public health, safety, or welfare, or required by applicable federal law, any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to *de novo* judicial review.

**15.12 Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. This Franchise shall expire on \_\_\_\_\_, 2032, unless extended by the mutual written agreement of the parties.

**15.13 No Third Party Beneficiaries.** Nothing in this Franchise is intended to confer third-party beneficiary status on any person to enforce the terms of this Franchise.

Considered and approved this \_\_\_\_ day of \_\_\_\_\_, 2022.

City of Great Falls, Montana

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa Kunz, City Clerk

Approved as to Form\*:

By: \_\_\_\_\_  
Jeffrey M. Hindoien, 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.

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2022, subject to applicable federal and State law.

TDS Metrocom, LLC

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Commission Meeting Date: April 5, 2022

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Ordinance 3235, “An Ordinance Amending Title 9 of the Official Code of the City of Great Falls (OCCGF) Pertaining to Social Hosts.”

**From:** Legal Department

**Initiated By:** Legal Department

**Presented By:** Jeff Hindoi, City Attorney

**Action Requested:** Conduct public hearing and adopt Ordinance 3235 on second reading.

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**Public Hearing:**

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

**Suggested Motion:**

1. Commissioner moves:  

“I move that the City Commission (adopt / not adopt) Ordinance 3235.”
  2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.
- 

**Staff Recommendation:** Staff recommends that the Commission adopt Ordinance 3235.

**Background:** The City Commission took action in September of 2009 to adopt Ordinance 3044 and enact a “Social Host” provision in the Official Code of the City of Great Falls (OCCGF) that created a criminal sanction for adults who are involved in organizing, facilitating or otherwise allowing events that involve the possession or consumption of alcohol by minors. That action by the Commission was based, in part, on the following findings:

**9.10.010 Purpose, findings.**

The Commission finds consumption of alcoholic beverages by minors at parties, or gatherings where minors consume alcoholic beverages, presents numerous problems for the City of Great Falls, Montana, minors, and law enforcement. Specifically:

- A. Alcohol abuse is linked to numerous other health and life issues for our youth, including, but certainly not limited to, sexual assault, unprotected sexual activity, teenage pregnancy, sexually transmitted diseases, physical assault, and academic difficulties.
- B. The Commission of the City of Great Falls, Montana, further finds and declares that the purpose of the ordinance is:
  - 1. to protect public health, safety, and general welfare;
  - 2. to enforce laws prohibiting the consumption of alcohol by minors;
  - 3. to reduce the cost of providing police services to parties, gatherings, or events that call for a response by requiring that social hosts ensure minors are not consuming alcoholic beverages; and, under Montana Code Annotated §§ 7-1-4123 and 7-1-4124, the Great Falls City Commission has the legislative power, subject to the provisions of state law, to adopt, amend, and repeal ordinances and resolutions required to:
    - i. preserve the peace and order and secure freedom from dangerous and noxious activities; and,
    - ii. secure and promote the general public health and welfare.

The legalization of recreational marijuana in 2021 and the anticipated increase in its availability in the community has prompted a staff discussion regarding the potential need to amend the current Social Host ordinance to include marijuana and other substances. The proposed amendment to the existing Social Host ordinance will more closely align its structure with the current landscape where marijuana is – like alcohol – now a legal product for adult use and will provide a more effective enforcement tool in deterring underage parties where alcohol, marijuana or other illegal substances are being used.

The Commission took action at its March 15, 2022 meeting to accept the proposed Ordinance on first reading and to set a public hearing to be held in conjunction with the second reading consideration of the proposed Ordinance on April 5, 2022.

**Fiscal Impact:** The adoption of the proposed Ordinance and the concomitant increase in the breadth of its scope may lead to the collection of additional fine revenues, but the amount of that increase cannot be readily estimated. However, the Social Host ordinance also provides in certain circumstances for a mandatory five (5) day jail sentence for a violation. Any convictions for a violation of the Social Host ordinance that trigger that particular sentencing requirement will require the expenditure of City general fund dollars for those incarceration expenses.

**Alternatives:** The Commission could choose to not adopt the proposed Ordinance and preserve the status quo. The Commission could also choose to table the item to a date certain to allow for possible amendments to the proposed Ordinance.

**Concurrences:**

City Manager's Office  
Great Falls Police Department

**Attachments/Exhibits:**

Ordinance 3235  
Ord. 3235 Exhibit "A"

**ORDINANCE 3235**

**AN ORDINANCE AMENDING TITLE 9 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO SOCIAL HOSTS.**

\* \* \* \* \*

**WHEREAS**, the City of Great Falls is authorized by its Charter and Montana law to establish laws to protect the health, safety and welfare of the citizens of Great Falls; and

**WHEREAS**, the City Commission has in the exercise of those powers previously established Title 9 of the OCCGF pertaining to minors’ alcohol consumption at events, gatherings, activities or parties; and

**WHEREAS**, the City Commission wishes to expand social host liability to other forms of minors’ illegal use or consumption of substances, such as marijuana; and

**WHEREAS**, for those reasons, the City Commission wishes to amend Title 9 of the OCCGF to address these issues.

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

Section 1. The provisions of OCCGF Title 9 are hereby amended as depicted by Exhibit “A” attached hereto and by reference incorporated herein with deleted language identified by ~~strikeout~~ and inserted language **bolded**; and

Section 2. This ordinance shall be in full force and effect thirty (30) days after public hearing and final adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading March 15, 2022.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading and public hearing April 5, 2022.

\_\_\_\_\_  
Bob Kelly, Mayor



ATTEST:

(CITY SEAL)

\_\_\_\_\_  
Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Jeffrey M. Hindoien, City Attorney

State of Montana    )  
                              : ss  
County of Cascade    )

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3235 on the Great Falls Civic Center posting board and the Great Falls City website.

\_\_\_\_\_  
Lisa Kunz, City Clerk

(CITY SEAL)

## Ordinance 3235 Exhibit "A"

Title 9 - PUBLIC PEACE, MORALS AND WELFARE  
Chapter 10 SOCIAL HOST

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### Chapter 10 SOCIAL HOST

#### Sections:

#### 9.10.010 Purpose, findings.

The Commission finds that consumption of alcoholic beverages, marijuana (as defined by Montana Code Annotated), marijuana-containing products or other impairing or intoxicating substances, by minors at parties, or gatherings where minors consume, use alcoholic beverages or ingest these substances, presents numerous problems for the City of Great Falls, Montana, minors, and law enforcement. Specifically:

- A. ~~Alcohol~~ Substance use and/or abuse is linked to numerous other health and life issues for our youth, including, but certainly not limited to, sexual assault, unprotected sexual activity, teenage pregnancy, sexually transmitted diseases, physical assault, and academic difficulties.
- B. The Commission of the City of Great Falls, Montana, further finds and declares that the purpose of the ordinance is:
  1. to protect public health, safety, and general welfare;
  2. to enforce laws prohibiting the consumption of prohibited substances ~~alcohol~~ by minors;
  3. to reduce the cost of providing police services to parties, gatherings, or events that call for a response by requiring that social hosts ensure minors are not consuming ~~alcoholic beverages~~ prohibited substances; and, under Montana Code Annotated §§ 7-1-4123 and 7-1-4124, the Great Falls City Commission has the legislative power, subject to the provisions of state law, to adopt, amend, and repeal ordinances and resolutions required to:
    - i. preserve the peace and order and secure freedom from dangerous and noxious activities; and,
    - ii. secure and promote the general public health and welfare.
- C. Further, MCA 7-32-4302 provides, in pertinent part, that the City of Great Falls has the power to prevent and punish intoxication, loud noises, disorderly conduct, and acts or conduct calculated to disturb the public peace or which are offensive to public morals within its limits.

(Ord. 3235, 2022; Ord. 3158, 2017; Ord. No. 3044, 2009)

#### 9.10.020 Definitions.

For the purposes of this Chapter the following definitions shall apply:

- A. "Alcohol" is defined by 9.4.010(A).
- B. "Alcoholic Beverage" is defined by 9.4.010(B).
- C. "Beer" means a malt alcoholic beverage meeting the definition provided in 9.4.010(D).
- D. "Gathering" means a party or event where a group of three (3) of more persons has assembled or is assembling for a social occasion or social activity.
- E. "Hard Cider" means an alcoholic beverage meeting the definition provided in 9.4.010(E).
- F. "Liquor" means an alcoholic beverage meeting the definition provided in 9.4.010(F).

- G. "Malt Beverage" means an alcoholic beverage meeting the definition provided in 9.4.010(C).
- H. "Wine" means an alcoholic beverage meeting the definition provided in 9.4.010(K).
- I. "City" means the area within the incorporated city boundaries of the City of Great Falls.
- J. "Person" means any individual, business association, partnership, corporation, or other legal entity and an individual acting or purporting to act for or on behalf of a joint-stock company, unincorporated association or society, corporation, or other entity of any character whatsoever as defined in MCA 45-2-101 and 27-8-104.
- K. "Premises" means any home, yard, farm, field, land, apartment, condominium, hotel or motel room, or other dwelling unit, hall or meeting room, park, pavilion, or any other place of assembly, public or private, whether occupied on a temporary or permanent basis, whether occupied as a dwelling or specifically for a party, gathering, or other social function, and whether owned, leased, rented, or used with or without permission or compensation.
- L. "Social Host" means any person who conducts, allows, organizes, supervises, controls, permits or aids another in conducting, allowing, organizing, supervising, controlling, or permitting a party, event, or gathering of any number of individuals. The term shall include, but is not limited to the following:
1. Any person or persons who own, rent, lease, or otherwise control the premises where an event, a gathering, activity, or party takes place;
  2. The person or persons in charge of or responsible for the premises; or
  3. The person or persons who organized the activity, event, gathering, or party.
    - i. The term shall not include a property owner, or parent, who does not have knowledge that the activity, event, gathering, or party, whether or not the activity, event, gathering, or party was permitted or allowed, would result in an underage person being in possession of or consuming an alcoholic beverage **a prohibited substance**.
- M. "Underage Person" means any person less than twenty-one (21) years of age.
- N. "Emergency Responders" means law enforcement officers, firefighters, emergency medical service personnel, and any other person having emergency response duties.
- O. "Enforcement Services or Response Costs" means the monetary cost of salaries and benefits of emergency responders for the amount of time spent responding to, or remaining at, a gathering, or other administrative costs attributable to the gathering; the costs for medical treatment for any injured emergency responder; and the costs of repairing any damage to emergency responder equipment or vehicles; and/or the cost of use of such equipment or vehicle.
- P. "Marijuana" has the meaning provided in MCA 16-12-102.**
- Q. "Prohibited Substance" means any alcohol, marijuana, marijuana-containing, or other intoxicating or impairing substance, which is consumed, ingested, smoked, or otherwise used by a minor in violation of Montana law.**
- R. "Consumed" or "consumption" means any form of use, including ingestion, smoking, injection, or other means of receiving the benefit of a prohibited substance.**

(Ord. 3235, 2022; Ord. 3158, 2017; Ord. No. 3044, 2009)

### 9.10.030 Prohibited acts.

- A. A person violates this chapter when, as a social host, a person knows or reasonably should have known, that an underage person is in possession of, is consuming, or has consumed, ~~an alcoholic beverage~~ **a prohibited substance** on a premises within the City, and fails to take reasonable steps, including but not limited to,

notifying law enforcement to prevent the ~~alcohol~~ **prohibited substance** consumption or possession by the underage person. The social host does not have to be present or on the premises at the time the prohibited act occurs.

- B. Nothing in this chapter shall be construed to supersede the prohibitions or exceptions set forth in 16-6-305, MCA.

(Ord. 3235, 2022; Ord. 3158, 2017; Ord. No. 3044, 2009)

**9.10.040 Penalties.**

- A. A person convicted of violating this Chapter shall be guilty of a criminal misdemeanor punishable by:
  - 1. A fine not less than two hundred fifty dollars (\$250.00) or more than five hundred dollars (\$500.00), plus court costs.
  - 2. A second or subsequent offense lifetime, shall be punishable by a fine not less than five hundred dollars (\$500.00), plus court costs, and imprisonment for a period of not more than six (6) months.
  - 3. If at the time of the offense one (1) or more underage persons found to have been in possession of or consumed ~~an alcoholic beverage~~ **a prohibited substance** was sixteen (16) years of age or younger, the conviction shall be punishable by imprisonment of not less than five (5) days and not more than six (6) months, which may not be served on home arrest.
- B. Notwithstanding the penalties listed above, a person convicted of violating this Chapter shall be responsible for reimbursing the cost of enforcement services, or the response costs to the agencies furnishing emergency responders. Any claims for restitution, including, but not limited to, those for enforcement services or response costs, must be filed with the Court within ninety (90) days of a conviction under this chapter.
- C. Prosecution and any sentence for a violation of this Chapter may not be deferred.

(Ord. 3235, 2022; Ord. 3158, 2017; 3044, 2009)



Commission Meeting Date: April 5, 2022

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Ordinance 3242 – An Ordinance by the City Commission of Great Falls to rezone ±12.21 acres of proposed Lot 2 of Amended Plat of Lot 1, Block 2, of the Amended Plat of Lot 1A &1B, Block 1, of the Amended Plat of Lot 1, Block 1, Mount Olivet Minor Subdivision, located in the SW ¼ of Section 17, T20N, R4E, P.M., Cascade County, Montana from PLI, Public Lands and Institutional to M-1 Mixed-use District and approval of an Amended Plat for a Minor Subdivision of Amended Plat of Lot 1.

**From:** Brad Eatherly, Planner II, Planning and Community Development

**Initiated By:** Touro College Montana, LLC

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

**Action Requested:** City Commission approve the Amended Plat of the Minor Subdivision with the accompanying Findings of Fact and adopt Ordinance 3242 and accompanying Findings of Fact.

**Public Hearing:**

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

**Suggested Motion:**

Commissioner moves:

- I. “I move that the City Commission (approve/deny) the Amended Plat of the Minor Subdivision as legally described in the Staff Report, and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant.”

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

And;

Commissioner moves:

- II. “I move that the City Commission (adopt/not adopt) Ordinance 3242 allowing the rezone request from PLI Public Lands and Institutional to M-1 Mixed-use District as legally described in the Staff Report, and the accompanying Findings of Fact/Basis of Decision, subject to the Conditions of Approval being fulfilled by the applicants.”

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

---

**Staff Recommendation:**

On February 22, 2022, at the conclusion of a public hearing, the joint Planning Board/Zoning Commission recommended approval of the Amended Plat of the Minor Subdivision and the Zoning Map Amendment allowing for the rezone request from PLI, Public Lands and Institutional to M-1, Mixed-use District. Staff recommends approval of both the Subsequent Minor Subdivision and Zoning Map Amendment of the subject property with the following conditions:

**Conditions of Approval:**

**1. General Code Compliance.** The proposed project shall be developed consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.

**2. Amended Plat.** Provide a revised Amended Plat of the subject properties which shall be in compliance with survey requirements of this Title and State law and incorporate corrections of any errors or omissions noted by Staff. The applicant is also required to dedicate easements for utilities to the satisfaction of the City's Public Works Department. The applicant is also required to dedicate an easement for a 20-foot wide trail easement. Said easements must be submitted to the City Commission for approval at the same time as the minor subdivision.

**3. Land Use & Zoning.** The development standards and land uses for the subject properties shall be consistent with the OCCGF.

**4. Subsequent modifications and additions.** If after establishment of the zoning, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria. If such proposed changes would alter a finding, the proposal shall be submitted for review as a new development application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.

**Background:**

The Applicant, Touro College Montana, LLC, is part of a larger system of colleges and universities based out of New York City. The Touro System of Colleges and Universities, established in 1970, now serves a widely diverse population of over 19,000 students across 35 schools in 4 countries. Recently, Touro began to look into developing a medical school in Montana. After choosing Great Falls as the location, discussions with the City took place as plans began to form. After several months of discussion and partnership, the City issued a building permit for the Touro Medical College on November 8, 2021. While the Touro Medical College is under construction, Touro plans to subdivide the approximately 19.33 acres into three separate lots. The current location of the school is to exist on the proposed Lot 1A, consisting of 5.12 acres. This includes all site work including, landscaping, parking, and stormwater ponds. The proposed use for Lot 2 is for a separate, private developer to utilize approximately 12.21 acres for the construction of eight (8) apartment buildings containing 36 units each for a total of 288 housing units. This development will also include on-site parking, a club house, a pool, and two dog parks. These privately-owned and managed apartments will not be *de facto* dormitories for the Touro Medical College. Therefore they will be available to the public, but with an emphasis on housing students. The proposed

Montana State University (MSU) Nursing School is scheduled to be built upon Lot 3 at an unknown future date, consisting of 2.00 acres.

**Minor Subdivision Request:**

The applicant is requesting a subsequent minor subdivision. This means that the subject property had previously been subdivided in the past. A minor subdivision does not typically require a public hearing, but when a subsequent minor subdivision is requested, a public hearing must be held in front of the Planning Board/Zoning Commission. While the request is required to go before the City Commission, it is not required to be a public hearing. However, because this request is paired with the zoning map amendment request, both will be held in a public hearing format in front of the City Commission. The total area of the subject property as it stands is approximately 19.33 acres in size. The Touro Medical College, which is currently under construction, will be on the proposed Lot 1A. This lot will be approximately 5.12 acres. The proposed Lot 2, on which the privately developed apartment complex will be constructed, will consist of approximately 12.21 acres. The proposed Lot 3 will be 2.00 acres in size. All three of these lots meet the dimensional standards as set forth in the Official Code of the City of Great Falls (OCCGF) in Exhibit 20-4 of Title 17. Part of the subdivision will include a 20-foot trail easement which will be shown on the final plat running east-west from the northeast corner to the northwest corner of the subject property. The developers of the apartment complex have agreed to install a paved trail in this location. This trail will connect to an existing trail to the east of 29<sup>th</sup> Street South. The addition of this trail will continue to further the trail system in the City and will bring the City one step closer to connecting Russell Park to Sand Hills Park. It will also bring the city one step closer to connecting a portion of the medical district to the University of Providence and Montana State University – Great Falls.

The basis for a decision to approve, conditionally approve, or deny a proposed subdivision is whether it is demonstrated that development of the proposed subdivision meets the requirements of the Montana Code Annotated (MCA), is consistent with the City's zoning regulations and is in the public interest. Staff has reviewed the proposed project in relation to the City's zoning regulations. In addition, Staff developed Findings of Fact for the proposed subdivision and concludes the subdivision meets the requirements provided by 76-3-608(3) MCA. The full Findings of Fact are included as an attachment to this report.

**Zoning Map Amendment Request:**

The current zoning for the subject property, without having been subdivided, is PLI, Public Lands and Institutional. This zoning district allows for a land use of Education facility (higher education), which would allow for both the Touro Medical College and the MSU Nursing School to be permitted by right. If Touro were building dormitories specifically for housing medical school students, there would be no need to rezone a portion of the subject property. Touro decided to not build dormitories, and instead is willing to have a private developer construct the apartment complex, which will add much needed housing units to the area. The proposed apartment complex is not permitted in the PLI zoning district. However, the M-1 zoning district, which abuts the proposed Lot 2 to the north and west, does allow for the proposed apartment complex, with a land use of Multi-family residence, to be permitted by right. Therefore, the applicant is requesting a rezone from the PLI to the M-1.

The basis for a decision on zoning map amendments, i.e. rezoning or zone changes, is listed in the Official Code of the City of Great Falls (OCCGF) §17.16.40.030. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the criteria which are attached as Findings of Fact/Basis of Decision – Zoning Map Amendment. The attached Findings of Fact are included as an attachment to this report.

**Transportation Impacts:**

The proposed uses for each of the proposed three lots will noticeably increase traffic to the area. Considering that the subject property has been vacant for some time, any proposed use would increase traffic volumes. A road network is already established and circulation to neighboring streets is adequate to handle increased traffic. No new roadways can be built in the location of the subject property. In consideration of these facts, staff has determined that a traffic impact analysis will not be needed for these projects.

**Neighborhood Council Input:**

On February 21, 2022, a presentation was made to Neighborhood Council #5. The Council voted unanimously to recommend the City Commission approve both the applicant's minor subdivision request and rezone request.

**Concurrences:**

Representatives from the City's Public Works Department and Fire Department have been involved in the review process for these applications.

**Fiscal Impact:**

The construction of the apartment complex, which will be allowed through subdivision and subsequent rezoning, will increase the tax base for the City by providing 288 new apartment units.

**Alternatives:**

The City Commission could deny either the Minor Subdivision or the Rezone request, or both. For any of these actions, the City Commission must provide separate findings of Fact/Basis of Decision to support any alternative decision.

**Attachments/Exhibits:**

Draft of Amended Plat  
 Findings of Fact – Subdivision  
 Ordinance 3242  
 Findings of Fact – Zoning Map Amendment  
 Applicant Narrative  
 Aerial Map  
 Zoning Map  
 Proposed Site Plan for Separate Lots





# PRELIMINARY PLAT

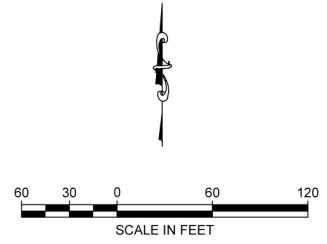
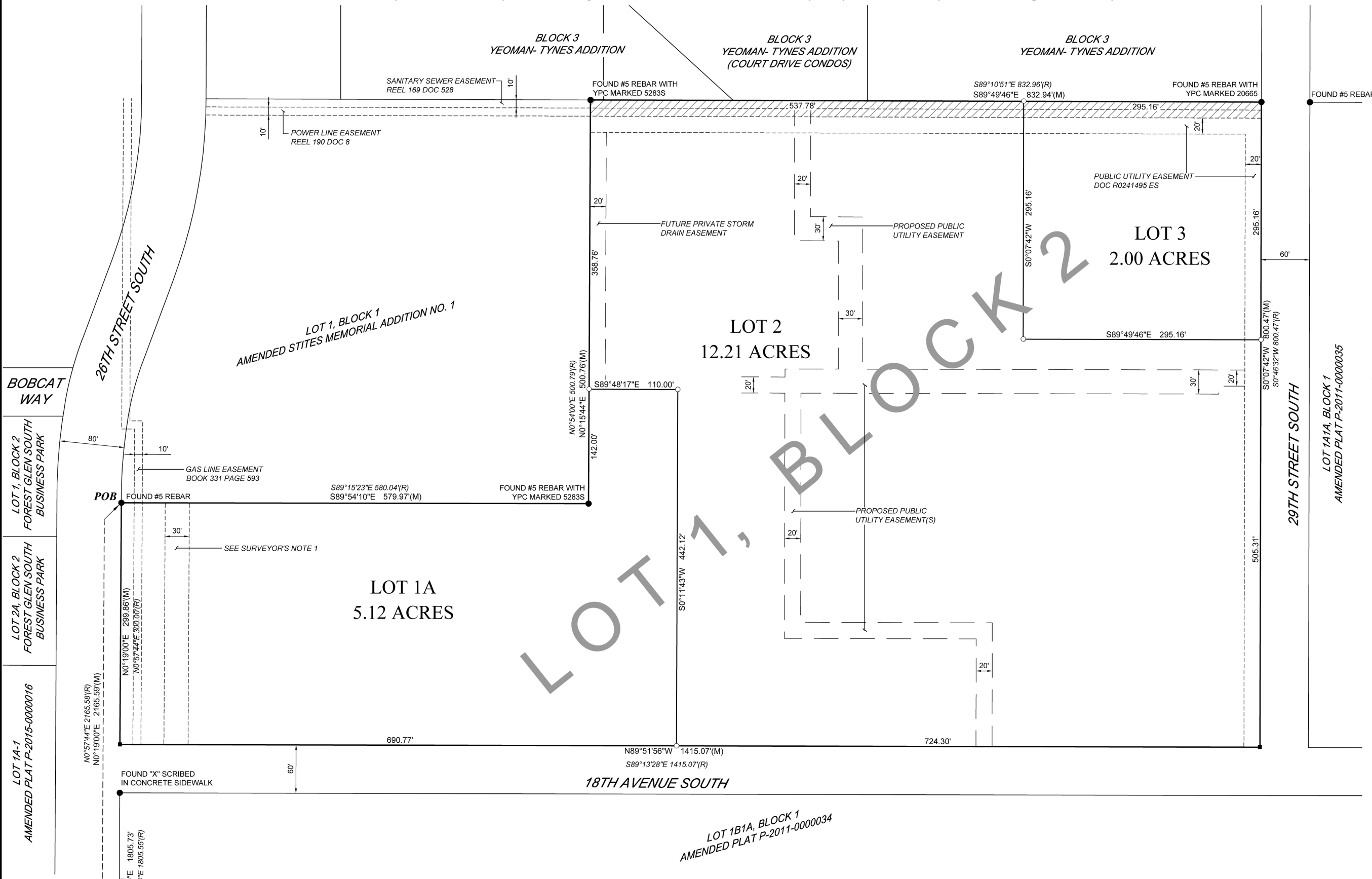
AN AMENDED PLAT OF LOT 1, BLOCK 2 OF THE AMENDED PLAT OF LOT 1A & 1B, BLOCK 1, OF THE AMENDED PLAT OF LOT 1, BLOCK 1, MOUNT OLIVET MINOR SUBDIVISION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 4 EAST, PRINCIPAL MERIDIAN, MONTANA

CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

Survey Commissioned by: Touro College Montana, LLC

Dates of Survey: May 2021 - February 2022

Purpose of Survey: 3- Lot Minor Subdivision



**BASIS OF BEARINGS**  
 Bearings are geodetic, derived from GNSS observations with survey-grade receivers and referenced to true meridian at NAD83 north latitude 47°29'33.36" and west longitude 111°15'28.73". Convergence to true meridian along the west line of Lot 1A is -0°00'07"

- LEGEND**
- 1817  
1920 FOUND SECTION CORNER AS NOTED
  - FOUND MONUMENT AS NOTED
  - SET A BERNSTEIN BP1P 1-1/4-INCH DIAMETER COPPER CAP MARKED "MMI 9758LS" IN A 2-INCH ANCHORING PLUG OVER A 1/4-INCH BY 1/2-INCH MAGNET
  - 5/8X24-INCH REBAR WITH A 2-INCH ALUMINUM CAP MARKED "MORRISON-MAIERLE INC. 9758LS"
  - POB POINT OF BEGINNING
  - POC POINT OF COMMENCEMENT
  - (R) RECORD COURSES PER AMENDED PLAT P-2007-0000027
  - (M) MEASURED COURSES THIS SURVEY
  - YPC YELLOW PLASTIC CAP
  - ▨ PROPOSED 20-FOOT WIDE PUBLIC TRAIL EASEMENT

- SURVEYOR'S NOTE**
- A 30-foot wide easement is depicted graphically on Amended Plat, Document No. P-2007-0000027, with the purpose and location not stated. This survey disclosed existing stormwater and sanitary sewer lines, and centered them inside the 30-foot wide easement shown on this plat.

LOT 1A 5.12 ACRES  
 LOT 2 12.21 ACRES  
 LOT 3 2.00 ACRES

26TH STREET SOUTH  
 BOBCAT WAY  
 LOT 1, BLOCK 2 FOREST GLEN SOUTH BUSINESS PARK  
 LOT 24, BLOCK 2 FOREST GLEN SOUTH BUSINESS PARK  
 LOT 1A-1 AMENDED PLAT P-2015-0000016  
 LOT 1, BLOCK 1 AMENDED STITES MEMORIAL ADDITION NO. 1  
 BLOCK 3 YEOMAN- TYNES ADDITION  
 BLOCK 3 YEOMAN- TYNES ADDITION (COURT DRIVE CONDOS)  
 BLOCK 3 YEOMAN- TYNES ADDITION  
 29TH STREET SOUTH  
 LOT 1A1A, BLOCK 1 AMENDED PLAT P-2011-0000035  
 18TH AVENUE SOUTH  
 LOT 1B1A, BLOCK 1 AMENDED PLAT P-2011-0000034

		1321 8th Avenue North, Suite 104 Great Falls, MT 59401 Phone: 406.454.1513 www.m-m.net COPYRIGHT © MORRISON-MAIERLE, INC. 2022	1/4 SEC. SW SECTION 17 TOWNSHIP 20N RANGE 4E
FIELD WORK: GPO/TAW DRAWN BY: JJR CHECKED BY: GBG	DATE: 2/15/2022 SCALE: 1"=60' PROJ. #: 10027.001	PRINCIPAL MERIDIAN, MONTANA CASCADE	138 OF 2
DRAWING NAME: Q:\10027_Touro\001_Subdivision & Zoning\ACADISurvey\Touro_MinorSub_20220215.dwg			

### **FINDINGS OF FACT/BASIS OF DECISION – MONTANA SUBDIVISION AND PLATTING ACT**

An Amended Plat of Lot 1, Block 2 of the Amended Plat of Lot 1A &1B, Block 1, of the Amended Plat of Lot 1, Block 1, Mount Olivet Minor Subdivision located in the SW ¼ of Section 17, Township 20 North, Range 4 East, P.M., Cascade County, Montana. (PREPARED IN RESPONSE TO 76-3-608(3) MCA)

#### **PRIMARY REVIEW CRITERIA:**

**Effect on Agriculture and Agricultural Water User Facilities:** The minor subdivision is located along 26<sup>th</sup> Street South, 18<sup>th</sup> Avenue South, and 29<sup>th</sup> Street South, which is located in city limits. The owner is currently constructing a medical school on one lot. An apartment complex featuring 8 buildings with 36 units each for a total of 288 units is proposed to be constructed on the second lot. The proposed Lot 3 will eventually be the site of the Montana State University Nursing School. The project site is surrounded by existing residential development on the north, commercial medical uses to the east and west, and a private Catholic school to the south. Thus, the proposed minor subdivision will not interfere with any agricultural irrigation system or present any interference with agricultural operations in the vicinity.

**Effect on Local Services:** Lots in the proposed subdivision are currently served or will be served from public utility mains at the time of development. The Owner will pay the cost of the service lines from these utility mains. The owner of Lot 2 will be required to extend water and sewer mains in order to serve the proposed development. The owners of the three lots created by the subdivision will pay regular water and sewer charges, and monthly storm drain charges. The property proposed for this subdivision is currently receiving law enforcement and fire protection service from the City of Great Falls and the subdivision does not propose any changes to the current services.

**Effect on the Natural Environment:** The subdivision is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. Surface drainage from the subdivision will ultimately be integrated into existing City storm water infrastructure after being held onsite in detention ponds for each lot.

**Effect on Wildlife and Wildlife Habitat:** The subdivision is surrounded by existing residential development, medical and educational development. This is not in an area of significant wildlife habitat beyond occasional deer and migrating fowl.

**Effect on Public Health and Safety:** Based on available information, the subdivision is not subject to abnormal natural hazards nor potential man-made hazards. The subdivision itself will not have a negative effect on Public Health and Safety. All of the proposed lots will have public street access and City utility service.

#### **REQUIREMENTS OF MONTANA SUBDIVISION AND PLATTING ACT, UNIFORM STANDARDS FOR MONUMENTATION, AND LOCAL SUBDIVISION REGULATIONS**

The subdivision meets the requirements of the Montana Subdivision and Platting Act and the

surveying requirements specified in the Uniform Standards for Monumentation and conforms to the design standards specified in the local subdivision regulations. The local government has complied with the subdivision review and approval procedures set forth in the local subdivision regulations.

#### **EASEMENT FOR UTILITIES**

The developer shall provide necessary utility and storm water easements on the final recorded plat to services for all lots of the subdivision. The preliminary plat displays these proposed easements.

#### **CONNECTIVITY AND TRAIL EASEMENT**

The applicant shall provide a 20-foot wide trail easement along the north edge of the property line as well as provide connectivity throughout the three lots. Vehicular access to Lot 1A will be off 18<sup>th</sup> Avenue South. The proposed access to Lot 2 will be off both 18<sup>th</sup> Avenue South and 29<sup>th</sup> Street South. Lot 3 is proposed to be accessed by 29<sup>th</sup> Street South.

**ORDINANCE 3242**

**AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA TO REZONE THE PROPERTIES LEGALLY DESCRIBED AS: LOT 2 OF AN AMENDED PLAT OF LOT 1, BLOCK 2, OF THE AMENDED PLAT OF LOT 1A & 1B, BLOCK 1, OF THE AMENDED PLAT OF LOT 1, BLOCK 1, MOUNT OLIVET MINOR SUBDIVISION, LOCATED IN THE SW ¼ OF SECTOIN 17, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M., CASCADE COUNTY, MONTANA FROM PLI PUBLIC LANDS AND INSTITUTIONAL TO M-1 MIXED-USE DISTRICT**

\* \* \* \* \*

**WHEREAS**, the subject property, legally described above, is presently zoned PLI Public Lands and Institutional; and

**WHEREAS**, the property owner, Touro College Montana, LLC, has petitioned the City of Great Falls to rezone said property to M-1 Mixed-use District zoning district; and

**WHEREAS**, the Great Falls Zoning Commission conducted a public hearing on February 22, 2022, to consider said rezoning from PLI Public Lands and Institutional to M-1 Mixed-use District and, at the conclusion of said hearing, passed a motion recommending the City Commission rezone the property legally described as Lot 2 of Amended Plat of Lot 1, Block 2, of the Amended Plat of Lot 1A & 1B, Block 1, of the Amended Plat of Lot 1, Block 1, Mount Olivet Minor Subdivision, located in the SW ¼ of Section 17, T20N, R4E, P.M., Cascade County, Montana; and

**WHEREAS**, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 5th day of April, 2022, before final passage of said Ordinance herein; and

**WHEREAS**, following said public hearing, it was found and decided that the zoning map amendment on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.030, and that the said rezoning designation be made.

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

Section 1. It is determined that the herein requested rezoning meets the criteria and guidelines cited in Mont. Code Ann §76-2-304, and Section 17.16.40.030 of the OCCGF.

Section 2. That the property legally described as: Lot 2 of Amended Plat of Lot 1, Block 2, of the Amended Plat of Lot 1A &1B, Block 1, of the Amended Plat of Lot 1, Block 1, Mount Olivet Minor Subdivision, located in the SW ¼ of Section 17, T20N, R4E, P.M., Cascade County, Montana, be rezoned to M-1 Mixed-use District as shown in Exhibit A.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading March 15, 2022.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading April 5, 2022.

\_\_\_\_\_  
Bob Kelly, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Jeffrey Hindoién, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3242 on the Great Falls Civic Center posting board and the Great Falls City website.

\_\_\_\_\_  
Lisa Kunz, City Clerk

(CITY SEAL)

### Findings of Fact – Zoning Map Amendment

Lot 2 of Amended Plat of Lot 1, Block 2 of the Amended Plat of Lot 1A & 1B, Block 1, of the Amended Plat of Lot 1, Block 1, Mount Olivet Minor Subdivision, Located in the SW ¼ of Section 17, T20N, R4E, P.M., Cascade County, Montana.

#### Primary Review Criteria:

The basis for decision on zoning map amendments is listed in the Official Code of the City of Great Falls (OCCGF) §17.16.40.030 of the Land Development Code. The recommendation of the Zoning Commission and the decision of the City Commission shall at a minimum consider the following criteria:

#### 1. The Amendment is consistent with and furthers the intent of the City’s growth policy.

The proposed zoning map amendment is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. The proposal to amend the zoning of the proposed properties from PLI, Public Lands and Institutional to M-1, Mixed-use District will allow the applicant to construct an apartment complex that will serve not only the potential students of the Touro Medical College and the proposed Montana State University Nursing School, but also the general public as well. A land use of Multi-family residential is not allowed in the PLI zoning district, whereas that same land use is permitted by right in the M-1 zoning district. This will allow 288 apartment units to be built at a time when the City of Great Falls is in need of additional housing units.

As noted in the agenda report, the Zoning Commission must consider whether there is policy rationale for amending the zoning map as requested. Staff believes that the City’s Growth Policy supports the proposed zoning map amendment to facilitate more dense development, particularly to provide much needed housing. The zoning amendment request is consistent with several of the Plan’s policies including:

#### Social - Housing

Soc1.4.1 Work with the private sector and non-profits to increase housing opportunities in the City.

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

#### Environmental - Urban Form

Env2.3.1 In order to maximize existing infrastructure, identify underutilized parcels and areas with infill potential, as candidates for redevelopment in the City.

#### Physical – Land Use

Phys4.1.5 Encourage and incentivize the redevelopment or adaptive reuse of vacant or underutilized properties so as to maximize the City’s existing infrastructure.



## Physical - Zoning

Phy4.2.1 Development density and intensity should be oriented toward areas of the City most capable of supporting it. General locations meeting this criteria include:

- Activity Centers, as identified in the City's Transportation Plan
- Major intersections and road corridors
- Downtown
- Tax Increment Finance Districts (TIFs)
- Areas with adequate or excess infrastructure capacity
- Locations with adequate community facilities

The proposed zoning map amendment will enable these policies to be addressed and further the implementation of the Growth Policy.

### **2. The amendment is consistent with and furthers adopted neighborhood plans, if any.**

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. The subject properties are located in Neighborhood Council #5. The applicant has provided Council #5 with all pertinent information. Notice of the proposed zoning map amendment was also sent to adjoining property owners pursuant to the noticing requirements of the OCCGF. City staff has not received any comments on the proposed zoning map amendment from either notified owners or Council #5.

### **3. The amendment is consistent with other planning documents adopted by the City Commission, including the river corridor plan, transportation plan and sub-area plans.**

The zoning map amendment request is consistent with the Great Falls Medical District Master Plan. There are three aspects of the Plan that are consistent with the zoning map amendment:

- Increasing the size of the "Mixed-use" district
- Private sector commercial and lodging development
- Connectivity within district by use of a trail system

By changing the zoning from PLI to M-1, the subject property would further incorporate goals and objectives stated in the Medical District Master Plan such as increasing housing and providing, and expanding upon, an important trail system.

### **4. The code with the amendment is internally consistent.**

The proposed zoning map amendment is not in conflict with any portion of the existing City Code. The subject property will be contiguous to properties in the M-1 zone to the north and west. All pertinent codes required for development of the subject property will be addressed during the building permit review. As a result, the proposed zoning map amendment is internally consistent and will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish or impair property values in the neighborhood.

**5. The amendment is the least restrictive approach to address issues of public health, safety, and welfare.**

There are no existing public health, safety, or welfare issues that have been identified for this property. The future apartment building project will require water and sewer to be extended from the mains that surround the property. Adequate storm water designs will be incorporated into the site as development occurs.

**6. The City has or will have the financial and staffing capability to administer and enforce the amendment.**

The City has the financial and staffing capability to enforce the amendment if it is approved. The zoning map amendment will affect the subject property only, owned by the applicant, and the property will be developed in a manner consistent with Title 17 of the Official Code of the City of Great Falls.



TO: Brad Eatherly & David Grosse, City of Great Falls Planning & Community Development

FROM: Dom Goble, PE & Jordyn Mallet, PE

DATE: ~~January 7, 2022~~ Revised January 14, 2022

JOB NO.: 10027.001

RE: Touro Minor Subdivision

CC: Chuck Davis, PE & Craig Nowak, PE

Urgent     For Review     Please Comment     Please Reply     For Your Use

**Introduction**

Touro College & University System is proposing to subdivide the existing 19.327-acre lot at 2101 26th Street S in Great Falls into 3 individual lots for a medical school, future student housing apartments, and future MSU nursing school. The minor subdivision process will be reviewed by the City of Great Falls. The current lot is zoned as PLI - Public Lands Institutional, which does not allow for the permitted use of multi-family residence. A Zoning Map Amendment to a M-1 Mixed Use will be needed to allow for the development of future student housing apartment(s). This memorandum describes the proposed minor subdivision and the zoning map amendment.

**Minor Subdivision**

The proposed minor subdivision will be subdivided into three individual lots. The lots include a 5.115-acre lot for the medical school, 12.212-acre lot for the future student housing apartments, and 2.000-acre lot for the future MSU nursing school. Each lot will meet the development criteria for the M-1 Mixed Use zone.

The proposed future student housing apartments includes eight apartment buildings with 36 housing units in each building for a total of 288 housing units. Also included will be on-site parking, a club house, a pool, and dog parks. The proposed MSU Nursing School will include ten classrooms for instruction of 150 students. On-site parking will also be included.

**Zoning Map Amendment**

The existing Lot is currently zoned as PLI - Public Lands Institutional. The proposed multi-family residence on Lot 2 is not a permitted or conditional use within the PLI zoning. A zoning map amendment to a M-1 Mixed Use zoning, similar to the adjacent lots to the north, is proposed for Lot 2 to allow the future student housing apartments.

Touro Minor Subdivision

**Utility Infrastructure**

The City of Great Falls water distribution system, wastewater collection system, and stormwater collection system will service the proposed subdivision with existing piping in the streets (public right-of-way) or a utility easement fronting each of the three proposed lots. Applicable information pertaining to each utility system is provided below.

**Water Distribution System**

Water service will be provided from existing City water distribution mains including a 12-inch main in 18<sup>th</sup> Avenue South and an 8-inch main in 29<sup>th</sup> Street South as shown on Exhibit A. The medical school will be served from the 12-inch main in 18<sup>th</sup> Avenue South. The student housing apartments will be served from the 12-inch main and/or the 8-inch main, dependent upon apartment building layout on the lot. The MSU nursing school will be served from the 8-inch main. Water demand information for the facilities on each lot is summarized and provided hereinafter.

Medical School

Water demand data was provided in a recent report submitted to the City for the medical school design. Said report, dated October 4, 2021, is termed *Touro College of Osteopathic Medicine, Touro Medical School, Civil Design Report*. This report shows average daily demand estimated at 155 gpm with the peak demand estimated at 637 gpm, per the facility’s plumbing designer. Fire suppression demand is reported to be 1688 gpm.

Fire flow information will be provided upon acquisition of additional information.

Apartments

Available apartment information is that the complex will consist of eight buildings with 36 units in each building, for a total of 288 housing units (HU). Water demand will also include service to the clubhouse. With this as a basis, the following assumptions and calculations are presented to estimate water demands.

Residential Demand

100 gallons per capita per day

2.5 people per HU

Population = (2.5 people/HU) x (288 HUs) = 720 people

250 gpd per HU

Average Daily Demand = (250 gpd/HU) x (288 HUs) = 72,000 gpd = 50 gpm

Maximum Daily Demand = (3.5) x (Average Daily Demand) = 3.5 x 50 gpm = 175 gpm

Peak Hourly Demand = 3.0 gpm/HU

= (3.0 gpm/HU) x (288 HU) = 864 gpm

Touro Minor Subdivision

Clubhouse Demand

- Assumptions:
- 1) Four clubhouse employees
  - 2) Half of residents use clubhouse per day (0.5 x 720 = 360 users)
  - 3) 13 gpd/employee
  - 4) 3 gpd/user

Average Daily Demand = (13 gpd/emp. x 4 emp.) + (3 gpd/user x 360 users)

Average Daily Demand = 52 + 1080 = 1132 gpd

Maximum Daily Demand = 3.5 x Average Daily Demand

Maximum Daily Demand = 3.5 x 1132 = 3962 gpd/2.75 gpm

Total Apartment Demand (Residential + Clubhouse)

Average Daily Demand = 72,000 + 1132 = **73,132 gpd. Say 73,100 gpd/50.8 gpm**

Maximum Daily Demand = 175 + 2.75 = **177.75 gpm. Say 178 gpm**

Fire flow information will be provided upon acquisition of additional information.

MSU Nursing School

Available information is that the nursing school will be sized for 120 students, which is the basis for daily water demand. Available information is that the facility will be 22,000 sq. ft. in size, with which some general assumptions and engineering experience were relied on to determine a plumbing fixture count. This fixture count and plumbing codes were then used to estimate water demand for pipe size; this water demand is essentially the peak water demand. With this as a basis, the following assumptions and calculations are presented to estimate water demands.

Average Daily Flow – day school with cafeteria = 15 gpd/student

Average Daily Flow = (15 gpd/student) x 120 students = 1800 gpd

Peak Flow based on assumed plumbing fixture count

Peak Flow = 130 gpm

Fire flow information will be provided upon acquisition of additional information.

Touro Minor Subdivision

**Wastewater Collection System**

Sanitary sewer service will be provided from existing City collection mains including a main parallel to and on the east side of 26<sup>th</sup> Street South, a 12-inch main in 17<sup>th</sup> Avenue South, and an 8-inch main in 18<sup>th</sup> Avenue South as shown on Exhibit A. The medical school will be served by the main parallel to and on the east side of 26<sup>th</sup> Street South and the MSU nursing school will be served by the 12-inch main in 17<sup>th</sup> Avenue South. The student housing apartments will be served from the 12-inch main in 17<sup>th</sup> Avenue South and/or the 8-inch main in 18<sup>th</sup> Avenue South, dependent upon apartment layout on the lot. Wastewater flow information for the facilities on each of the three lots is summarized and provided hereinafter.

Medical School

Wastewater (sanitary sewer) flow data was provided in a recent report submitted to the City for the medical school design. Said report, dated October 4, 2021, is termed *Touro College of Osteopathic Medicine, Touro Medical School, Civil Design Report*. This report shows the peak flow estimated at 296 gpm, per the facility’s plumbing designer.

Apartments

Available apartment information is that the complex will consist of eight buildings with 36 units in each building, for a total of 288 housing units (HU). Wastewater flows will also be generated with service to the clubhouse. With this as a basis, the following assumptions and calculations are presented to estimate wastewater flows.

Residential Flows

100 gallons per capita per day  
 2.5 people per HU  
 Population = (2.5 people/HU) x (288 HUs) = 720 people  
 250 gpd per HU

Average Daily Flow = (250 gpd/HU) x (288 HUs) = 72,000 gpd = 50 gpm  
 Peaking Factor =  $(18 + (Pop./1000)^{1/2}) / (4 + (Pop./1000)^{1/2})$   
 $= (18 + (720/1000)^{1/2}) / (4 + (720/1000)^{1/2}) = 3.89$   
 Peak Flow = (Average Daily Flow) x (3.89)  
 $= 72,000 \text{ gpd} \times 3.89 = 280,080 \text{ gpd} = 194 \text{ gpm}$

Clubhouse Demand

- Assumptions: 1) Four clubhouse employees
- 2) Half of residents use clubhouse per day (0.5 x 720 = 360 users)
- 3) 13 gpd/employee
- 4) 3 gpd/user

Touro Minor Subdivision

$$\text{Average Daily Flow} = (13 \text{ gpd/emp.} \times 4 \text{ emp.}) + (3 \text{ gpd/user} \times 360 \text{ users})$$

$$\text{Average Daily Flow} = 52 + 1080 = 1132 \text{ gpd}$$

$$\text{Peak Flow} = 3.89 \times \text{Average Daily Flow}$$

$$\text{Peak Flow} = 3.89 \times 1132 = 4403 \text{ gpd}/3.06 \text{ gpm}$$

Total Apartment Demand (Residential + Clubhouse)

$$\text{Average Daily Flow} = 72,000 + 1132 = 73,132 \text{ gpd. Say } 73,100 \text{ gpd}/50.8 \text{ gpm}$$

$$\text{Peak Flow} = 194 + 3.06 = 197.06 \text{ gpm. Say } 197 \text{ gpm}$$

MSU Nursing School

Available information is that the nursing school will be sized for 120 students, which is the basis for daily sanitary sewer flows. It is assumed that there will be 30 staff members including instructors, administrative staff, and kitchen staff for a total *population* of 150, which is the basis for calculating the peaking factor. With this as a basis, the following assumptions and calculations are presented to estimate wastewater flows.

$$\text{Average Daily Flow} - \text{day school with cafeteria} = 15 \text{ gpd/student}$$

$$\text{Average Daily Flow} = (15 \text{ gpd/student}) \times 120 \text{ students} = 1800 \text{ gpd} = 1.25 \text{ gpm}$$

Peak Flow based on: 1) 18-hour day and 2) 150 people

$$1.25 \text{ gpm over } 24 \text{ hrs.} = 1.25 \times (24/18) = 1.67 \text{ gpm over } 18 \text{ hrs.}$$

$$\text{Peak Flow} = 4.19 \times 1.67 \text{ gpm} = 7.0 \text{ gpm. Say } 8 \text{ gpm (to be conservative)}$$

**Stormwater Management**

A revised drainage report was prepared for the western lot for the medical school on October 28, 2021. Stormwater runoff from the medical school collects in two proposed detention facilities. One detention facility is proposed in the northeast corner of the lot and the second detention facility is proposed in the western portion of the lot. The detention facilities connect to the City of Great Falls stormwater system through 12-inch pipe. The detention facilities include 24-inch riser structures and orifices to restrict the flow at a rate no greater than the 5-year, 2-hour storm event flow. The revised drainage report is included with this memorandum.

Similar stormwater management facilities will be proposed for the future residential apartments and MSU nursing school lots. Detention facilities will be designed to collect stormwater runoff from impervious surfaces. Stormwater outflow from the detention facilities will be restricted to the 5-year, 2-hour storm event and will be conveyed to the existing City of Great Falls storm collection system. Preliminary stormwater estimates for the future student housing apartments and MSU nursing school lots based on conceptual plans are shown below. Final drainage reports will be prepared for the lots after final plans are completed.

Touro Minor Subdivision

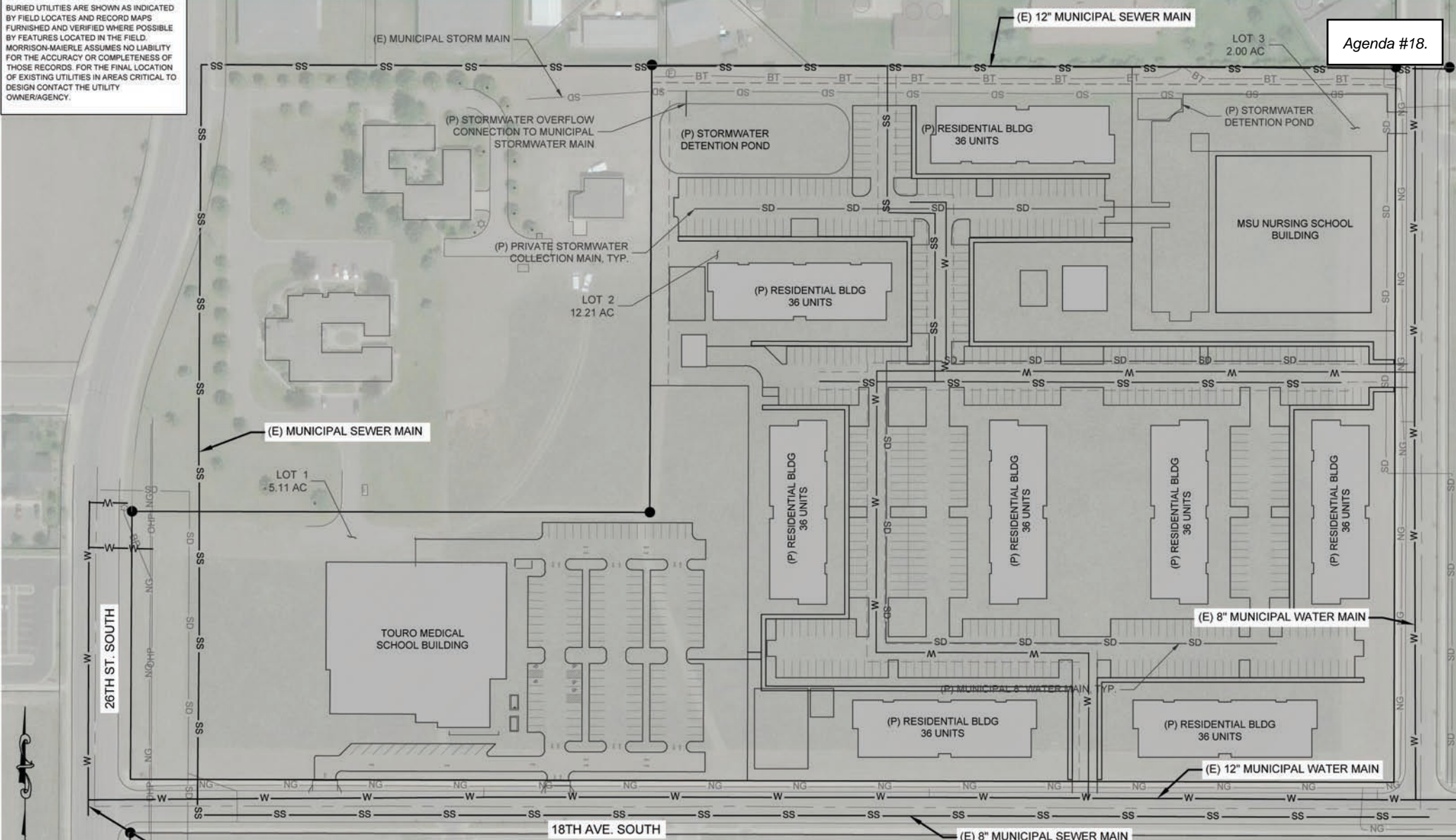
<b>Proposed Surface Area Coverage</b>					
Lot	Total Area (Acres)	Impervious Area (Acres)	Pervious Area (Acres)	Max Allowed Percent Impervious	
Student Housing Apartment	12.212	6.251	5.961	51.2%	
MSU Nursing Building	2.0	1.4	0.6	70%	
<b>Stormwater Runoff – Student Housing</b>					
Storm Event	Runoff Coefficient (C)	Frequency Factor (Cf)	Rainfall Intensity (i) (in)	Area (A) (ac)	Volume (Q) (cf)
2-year, 2-hour	0.59	1.00	0.72	12.212	18,831
5-year, 2-hour	0.59	1.00	0.98	12.212	25,631
10-year, 2-hour	0.59	1.00	1.18	12.212	30,862
25-year, 2-hour	0.59	1.10	1.46	12.212	42,004
50-year, 2-hour	0.59	1.20	1.62	12.212	50,844
100-year, 2-hour	0.59	1.25	1.90	12.212	62,116
<b>Stormwater Runoff – MSU Nursing School</b>					
Storm Event	Runoff Coefficient (C)	Frequency Factor (Cf)	Rainfall Intensity (i) (in)	Area (A) (ac)	Volume (Q) (cf)
2-year, 2-hour	0.65	1.00	0.72	2.000	3,398
5-year, 2-hour	0.65	1.00	0.98	2.000	4,625
10-year, 2-hour	0.65	1.00	1.18	2.000	5,568
25-year, 2-hour	0.65	1.10	1.46	2.000	7,579
50-year, 2-hour	0.65	1.20	1.62	2.000	9,174
100-year, 2-hour	0.65	1.25	1.90	2.000	11,208

The rational method ( $Q = C \cdot C_f \cdot i \cdot A$ ) was used for the individual lots per the City of Great Falls Storm Drainage Design Manual for a minor subdivision. Frequency factors were applied to infrequent storm events. The rainfall intensities were determined by the IDF curves at a 2-hour storm duration found in the City of Great Storm Drainage Design Manual.



BURIED UTILITIES ARE SHOWN AS INDICATED BY FIELD LOCATES AND RECORD MAPS FURNISHED AND VERIFIED WHERE POSSIBLE BY FEATURES LOCATED IN THE FIELD. MORRISON-MAIERLE ASSUMES NO LIABILITY FOR THE ACCURACY OR COMPLETENESS OF THOSE RECORDS. FOR THE FINAL LOCATION OF EXISTING UTILITIES IN AREAS CRITICAL TO DESIGN CONTACT THE UTILITY OWNER/AGENCY.

Agenda #18.



(E) MUNICIPAL WATER MAIN

**Morrison Maierle**  
engineers - surveyors - planners - scientists

1321 9th Avenue North, Suite 104  
Great Falls, MT 59401  
406.454.1513  
www.m-m.net

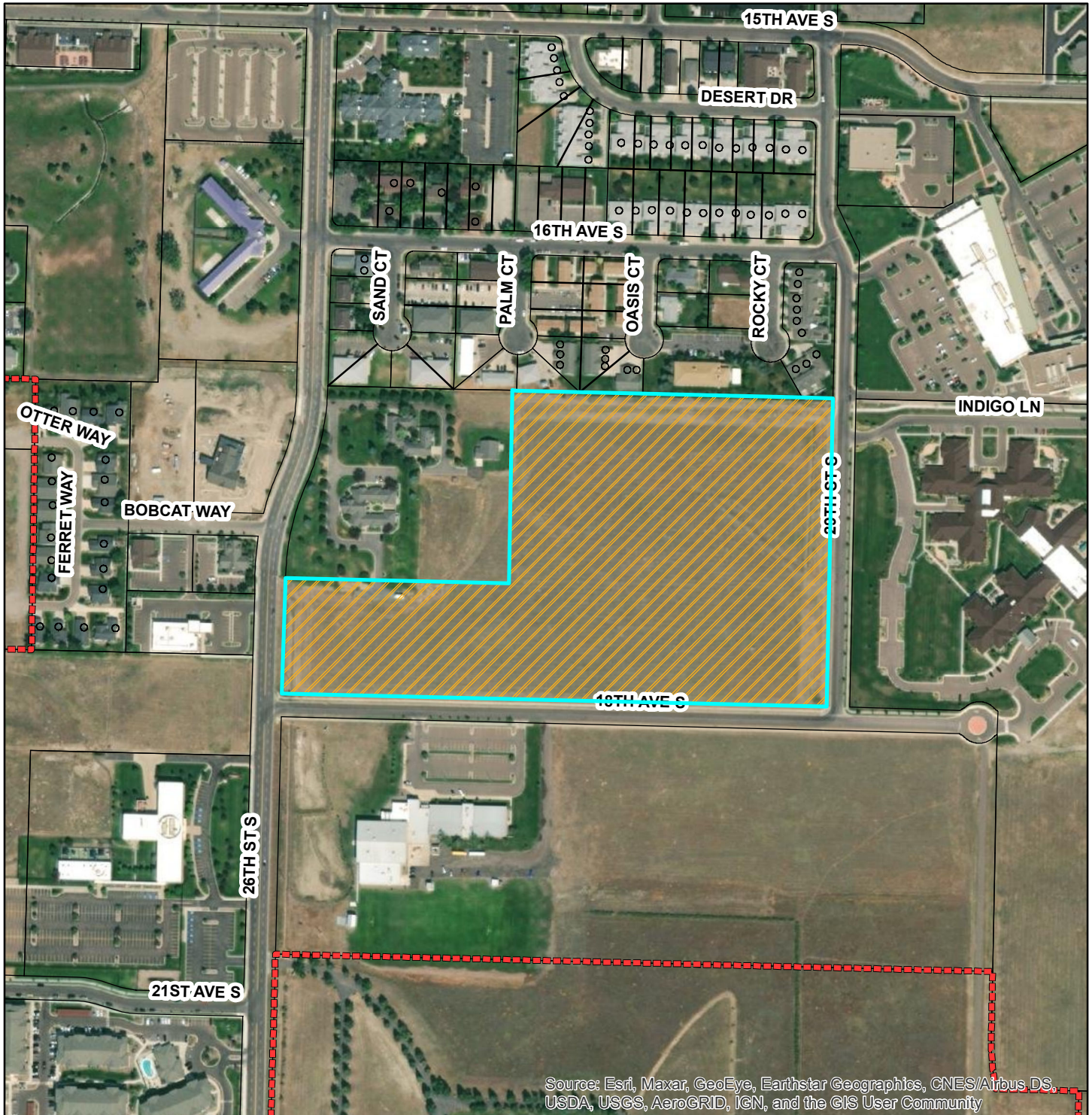
DRAWN BY: JEM  
DSGN BY:  
APPR BY:  
DATE:

GREAT FALLS MT  
TOURO MINOR SUBDIVISION  
EXHIBIT A  
EXISTING WATER AND SANITARY SEWER


153  
FIGURE NUMBER  
A

0:110027\_Touro001\_Subdivision & Zoning/CAD/Civil/110027\_B01\_Utility\_Embell.dwg

# EXHIBIT A



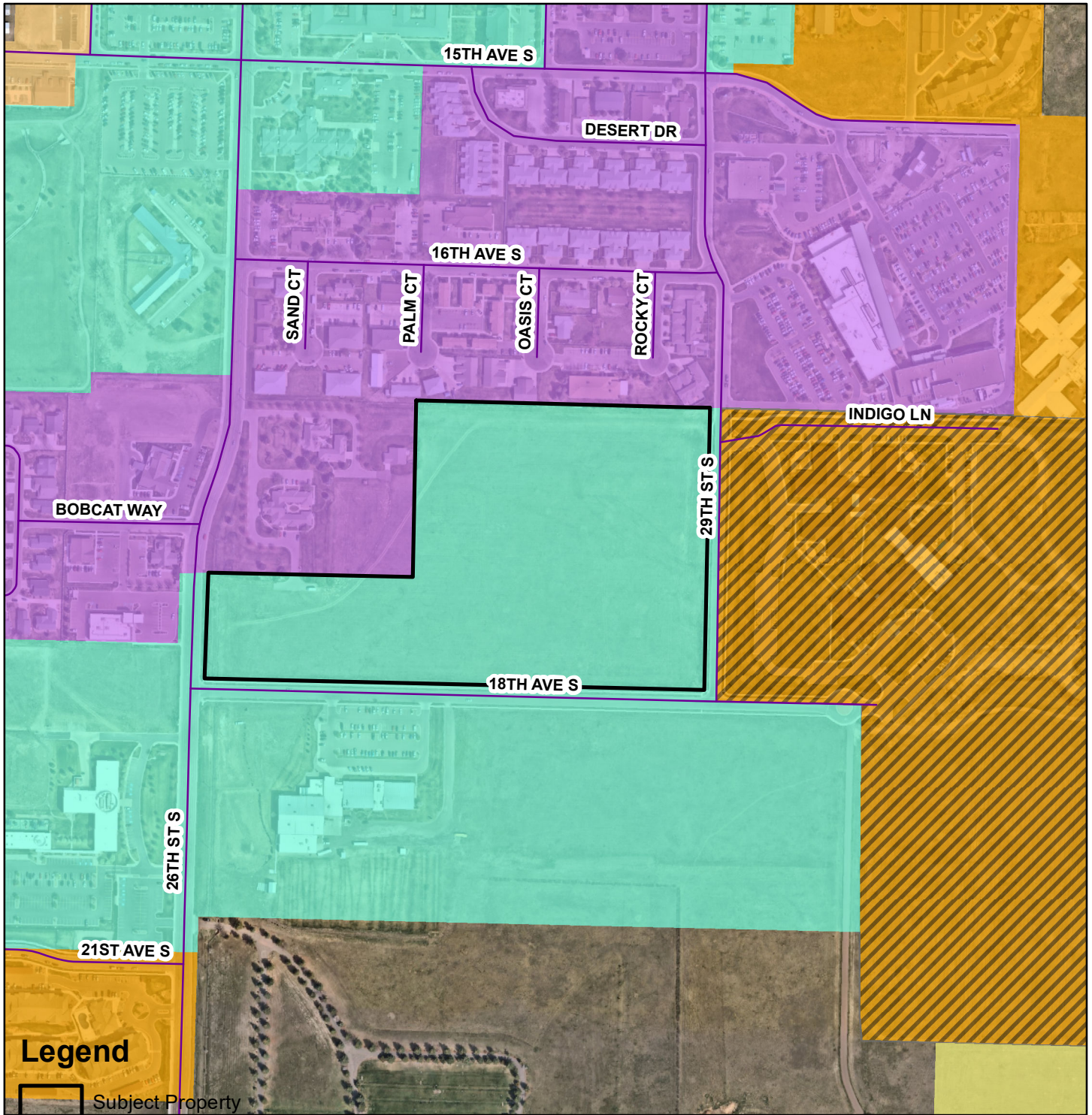
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

 Subject Property









 City Limits

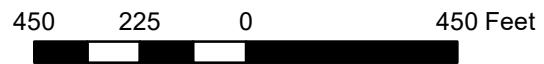


# ZONING MAP



## Legend

-  Subject Property
-  R-2 Single-family Medium Density
-  R-5 Multi-family Medium Density
-  R-6 Multi-family High Density
-  PUD Planned Unit Development
-  M-1 Mixed-use District
-  PLI Public Lands and Institutional
-  U Unincorporated Enclave



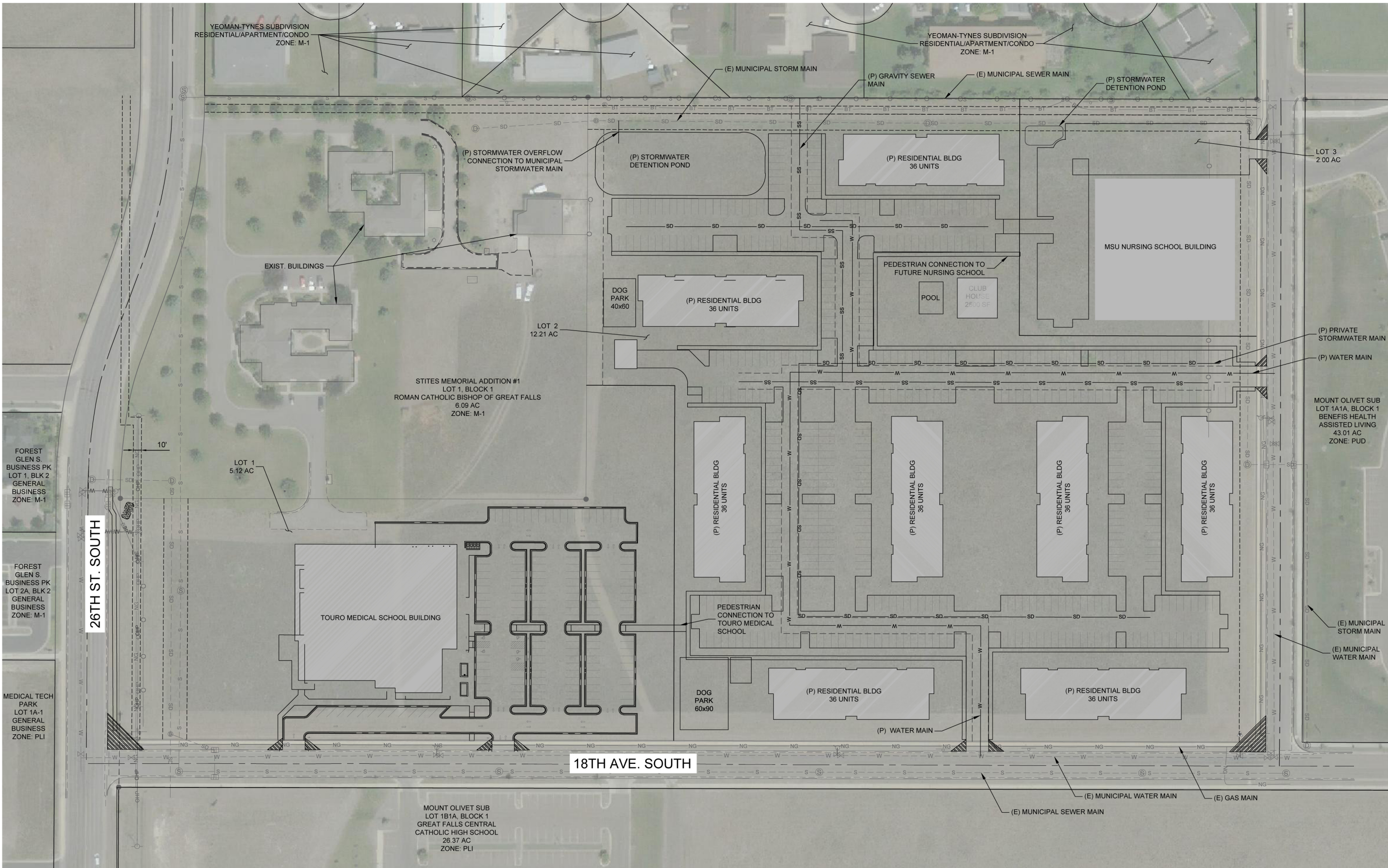
N

# MINOR SUBDIVISION OF LOT 1, BLOCK 2 OF THE AMENDED PLAT OF LOT 1A & 1B, BLOCK 1, OF THE AMENDED PLAT OF LOT 1, BLOCK 1, MOUNT OLIVET MINOR SUBDIVISION

Agenda #18.

LOCATED IN THE SW1/4, SECTION 17, T20N, R4E, P.M.,M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

Survey Commissioned by: Touro College Montana, LLC      Dates of Survey: May - December 2021      Purpose of Survey: 3- Lot Minor Subdivision



**LAND DEVELOPMENT NOTES**

- LOT 1: TOURO MEDICAL SCHOOL**  
MAXIMUM LOT COVERAGE OF PRINCIPAL BUILDING: 65%  
PROPOSED BUILDING LOT COVERAGE: 15%
  - LOT 2: STUDENT HOUSING APARTMENTS**  
LOT SIZE: 12.21 AC (532,025 SF)  
PROPOSED RESIDENTIAL DENSITY: 288 UNITS  
MAXIMUM RESIDENTIAL DENSITY: 500 SF PER DWELLING UNIT  
PROPOSED RESIDENTIAL DENSITY: 1,850 SF PER DWELLING UNIT
  - LOT 3: MSU NURSING SCHOOL**  
MAXIMUM LOT COVERAGE OF PRINCIPAL BUILDING: 65%  
PROPOSED BUILDING LOT COVERAGE: 35%
  - GROUND CONTOURS WITH AVERAGE SLOPES GREATER THAN 10% ARE NOT PRESENT ON THE SITE.
  - WETLANDS ARE NOT PRESENT ON THE SITE.
  - WOODLAND AREAS ARE NOT PRESENT ON THE SITE.
  - WILDLIFE HABITAT, INCLUDING CRITICAL WILDLIFE HABITAT IS NOT PRESENT ON THE SITE.
  - OTHER ENVIRONMENTALLY SENSITIVE FEATURES ARE NOT PRESENT ON THE SITE AT THE TIME OF THE PREPARATION OF THESE DOCUMENTS.
  - WATER RESOURCES ARE NOT PRESENT ON THE SITE AT THE TIME OF THE PREPARATION OF THESE DOCUMENTS.
  - FLOODPLAINS ARE NOT PRESENT ON THE SITE.
  - OTHER HAZARDS INCLUDING BROWNFIELDS, CONTAMINATED SITES, UNSTABLE SOILS, HIGH GROUNDWATER, BEDROCK, HIGH-PRESSURE NATURAL GAS LINES, ETC. ARE NOT KNOWN TO BE PRESENT ON THE SITE AT THE TIME OF THE PREPARATION OF THESE DOCUMENTS.
- BURIED UTILITIES ARE SHOWN AS INDICATED BY FIELD LOCATES AND RECORD MAPS FURNISHED AND VERIFIED WHERE POSSIBLE BY FEATURES LOCATED IN THE FIELD. MORRISON-MAIERLE ASSUMES NO LIABILITY FOR THE ACCURACY OR COMPLETENESS OF THOSE RECORDS. FOR THE FINAL LOCATION OF EXISTING UTILITIES IN AREAS CRITICAL TO DESIGN CONTACT THE UTILITY OWNER/AGENCY.

FOREST GLEN S. BUSINESS PK LOT 1, BLK 2 GENERAL BUSINESS ZONE: M-1

FOREST GLEN S. BUSINESS PK LOT 2A, BLK 2 GENERAL BUSINESS ZONE: M-1

MEDICAL TECH PARK LOT 1A-1 GENERAL BUSINESS ZONE: PL1

YEOMAN-TYNES SUBDIVISION RESIDENTIAL/APARTMENT/CONDO ZONE: M-1

(E) MUNICIPAL STORM MAIN

(P) GRAVITY SEWER MAIN

(E) MUNICIPAL SEWER MAIN

(P) STORMWATER DETENTION POND

(P) STORMWATER OVERFLOW CONNECTION TO MUNICIPAL STORMWATER MAIN

EXIST. BUILDINGS

DOG PARK 40x60

(P) RESIDENTIAL BLDG 36 UNITS

PEDESTRIAN CONNECTION TO FUTURE NURSING SCHOOL

POOL

CLUB HOUSE 2500 SF

MSU NURSING SCHOOL BUILDING

LOT 3 2.00 AC

(P) PRIVATE STORMWATER MAIN

(P) WATER MAIN

MOUNT OLIVET SUB LOT 1A1A, BLOCK 1 BENEFIS HEALTH ASSISTED LIVING 43.01 AC ZONE: PUD

(P) RESIDENTIAL BLDG 36 UNITS

(P) RESIDENTIAL BLDG 36 UNITS

(P) RESIDENTIAL BLDG 36 UNITS

(P) RESIDENTIAL BLDG 36 UNITS

(P) RESIDENTIAL BLDG 36 UNITS

TOURO MEDICAL SCHOOL BUILDING

PEDESTRIAN CONNECTION TO TOURO MEDICAL SCHOOL

DOG PARK 60x90

(P) RESIDENTIAL BLDG 36 UNITS

(P) RESIDENTIAL BLDG 36 UNITS

(P) WATER MAIN

(E) MUNICIPAL STORM MAIN

(E) MUNICIPAL WATER MAIN

18TH AVE. SOUTH

(E) MUNICIPAL WATER MAIN

(E) GAS MAIN

(E) MUNICIPAL SEWER MAIN

MOUNT OLIVET SUB LOT 1B1A, BLOCK 1 GREAT FALLS CENTRAL CATHOLIC HIGH SCHOOL 26.37 AC ZONE: PL1

<p>1 Engineering Place Helena, MT 59602 Phone: 406.442.3050 www.m-m.net Copyright © MORRISON-MAIERLE, INC. 2022</p>		<table border="1"> <tr> <th>1/4 SEC.</th> <th>SECTION</th> <th>TOWNSHIP</th> <th>RANGE</th> </tr> <tr> <td>SW</td> <td>17</td> <td>20N</td> <td>4E</td> </tr> </table>	1/4 SEC.	SECTION	TOWNSHIP	RANGE	SW	17	20N	4E
1/4 SEC.	SECTION	TOWNSHIP	RANGE							
SW	17	20N	4E							
<p>FIELD WORK: GPQ/TAW</p> <p>DRAWN BY: JEM</p> <p>CHECKED BY: CN</p>	<p>DATE: 1/7/2022</p> <p>SCALE: 1"=60'</p> <p>PROJ. #: 10027.001</p>	<p>PRINCIPAL MERIDIAN, MONTANA</p> <p>CASCADE</p> <p>PLOTTED DATE: Jan/07/2022</p> <p>CLIENT: Touro College Montana, LLC SHEET 1 OF 1</p>								

DRAWING NAME: Q:\10027\_Touro\001\_Subdivision & Zoning\ACAD\Civil\10027.001\_PPLAT.dwg



Commission Meeting Date: April 5, 2022

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Great Falls Police Department/Great Falls Fire Rescue Surplus Radio and Equipment Transfer to Cascade County Rural Volunteer Fire Departments

**From:** Great Falls Police Department and Great Falls Fire Rescue

**Initiated By:** Captain Doug Otto – Great Falls Police Department

**Presented By:** Chief Jeff Newton

**Action Requested:** Conduct a public hearing and adopt Resolution 10451, approving the transfer of used surplus radios and associated equipment to Cascade County Rural Fire Departments

**Public Hearing:**

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

**Suggested Motion:**

1. Commissioner moves:
 

“I move that the City Commission (adopt/deny) Resolution 10451, approving the transfer of used surplus mobile and portable radios and associated equipment to Cascade County Rural Fire Departments.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

**Staff Recommendation:** Staff recommends that the City Commission approve the transfer of used surplus mobile and portable radios and associated radio equipment from the Great Falls Police Department and Great Falls Fire Department to Cascade County Rural Fire Departments.

**Background:** In March of 2020, the Great Falls City Commission authorized the upgrade to a Motorola 800 MHz public safety radio system and associated equipment. As a result of the upgraded public safety radio system, the Great Falls Police Department and Great Falls Fire Rescue have VHF trunked radio system equipment, in car mobile and portable personal radios and associated equipment, that are no longer in use or needed, and are no longer supported by the manufacturer.

Cascade County Rural Volunteer Fire Departments (VFD) do not have the means to upgrade radio systems, which poses a challenge for VFD to communicate properly. Additionally, VFD currently do not have enough radio equipment to outfit volunteer fire vehicles and personnel. The transfer of this

surplus equipment would better equip volunteer firefighters to communicate more effectively during emergency situations.

**Fiscal Impact:** There is no fiscal impact as the surplus items are currently in storage.

**Alternatives:** Reject the proposal and surplus items will remain in storage at the Great Falls Police Department and Great Falls Fire Rescue.

**Concurrences:** Great Falls Fire Rescue concurs with the transfer of the used surplus radio property.

**Attachments:**  
Resolution 10451

**RESOLUTION NO. 10451**

**A RESOLUTION APPROVING THE DONATION OF USED RADIO EQUIPMENT TO CASCADE COUNTY FOR USE BY THE RURAL VOLUNTEER FIRE DEPARTMENTS**

**WHEREAS**, pursuant to the Official Code of the City of Great Falls (OCCGF) § 3.4.080, the City may sell, trade, grant, donate or lease for any period of time any real or personal property to a governmental entity by negotiation without an appraisal or advertising for bids. If, by grant or donation, the real or personal property must be retained for a direct or perpetual benefit or use. Requirements, as specified in OCCGF § 3.4.010, 3.4.020 and 3.4.030 remain applicable; and

**WHEREAS**, passage of SB 352 by the 2019 Montana Legislature provided for a comprehensive plan to update and upgrade the statewide communication system, and provided for a financial investment by the State of Montana toward the radio infrastructure; and

**WHEREAS**, as part of the statewide effort to upgrade emergency service radio systems, the Great Falls City Commission adopted Resolution 10332 in March, 2020, that authorized the upgrade to a Motorola 800MHz public safety radio system and associated equipment and approved a lease-purchase agreement in connection therewith that put the City in a position to realize the full benefit of the opportunity provided by the passage of SB 352; and

**WHEREAS**, as a result of the upgraded public safety radio system, the Great Falls Police Department and Great Falls Fire Rescue have VHF trunked radio system equipment, in car mobile and portable personal radios and associated equipment, that are no longer in use or needed, and are no longer supported by the manufacturer; and

**WHEREAS**, the rural Volunteer Fire Departments (VFD) don't have the means to upgrade systems and poses a challenge for VFD to communicate properly; and

**WHEREAS**, the VHF radio system equipment is still effective, can be serviced and capable of using the new infrastructure to keep the rural departments online; and

**WHEREAS**, the City of Great Falls has entered into Interlocal agreements with Cascade County and Great Falls Fire Rescue has a mutual aid agreement to render fire, rescue and EMS services when requested. The radio system equipment would remain in the county and available for mutual aid assistance; and

**WHEREAS**, adoption of this resolution requires a four-fifths (4/5) vote of all the members of the City Commission pursuant to OCCGF § 3.4.010. OCCGF § 3.4.020 is not applicable as said personal property is not property held in trust for park purposes. Pursuant to the requirements of OCCGF § 3.4.030, Cascade County shall pay the publication costs of the required notice of public hearing.

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

1. The donation of used equipment, specifically 48 APX 6000 Motorola portable radios, 15 APX 6500 Motorola mobile radios, 22 XTS 2500 Motorola portable radios, 93 XTS 5000 Motorola portable radios, 42 XTL 2500 Motorola mobile radios, 92 Impress single bank battery chargers, 8 Impress six bank battery chargers, 88 Motorola radio microphones, 78 Motorola radio antennas, 136 radio belt clips, 225 spare batteries, and 83 leather radio carry cases to Cascade County for use by the rural Volunteer Fire Departments, is hereby approved;
2. In return, Cascade County shall pay publication costs of the required notice of public hearing;
3. Pursuant to mutual aid agreements entered into between the Cascade County Rural Volunteer Fire Departments and Great Falls Fire Rescue, the radio system equipment shall remain in the county and available for mutual aid assistance.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 5<sup>th</sup> day of April, 2022.

\_\_\_\_\_  
 Bob Kelly, Mayor

ATTEST:

\_\_\_\_\_  
 Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
 Jeffrey M. Hindoien, City Attorney





Commission Meeting Date: April 5, 2022  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** CDBG & HOME 2022-2023 Annual Action Plan Public Needs Hearing

**From:** Planning & Community Development

**Initiated By:** Tonya Shumaker, CDBG Administrator, Planning & Community Development

**Presented By:** Craig Raymond, Director, Planning & Community Development

**Action Requested:** Conduct the Public Needs Hearing for the CDBG & HOME 2022-2023 Annual Action Plan

**Public Hearing:**

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

**Suggested Motion:** No action required.

**Staff Recommendation:** Staff recommends the City Commission conduct the Public Needs Hearing required for the City's Community Development Block Grant (CDBG) and HOME Grant programs.

The City Commission set the public needs hearing at the March 15<sup>th</sup> City Commission meeting. Notice of the Public Needs Hearing was published in the Great Falls Tribune per HUD requirements. Notice about the Public Needs Hearing was made available to all Great Falls Housing Authority residents and given to the nine Neighborhood Councils, local non-profit agencies, City departments, and has been posted on the City's website.

**Summary:** The City Commission is required to conduct a Public Needs Hearing seeking input regarding the needs within the community that can be assisted through the annual award of Community Development Block Grant and HOME Investment Partnerships funds. The Public Needs Hearing allows citizens within Great Falls an opportunity to provide input for the funding allocation process conducted by the City. After conducting the Public Needs Hearing, City staff will bring forward recommendations for funding priorities as part of the Annual Action Plan document which must be considered and eventually voted on by City Commission.

**Background:** CDBG and HOME programs are federal programs administered by the U.S. Department of Housing and Urban Development (HUD) to help fund local community development programs including affordable housing, public services, economic development, and public infrastructure projects. The primary goal of these programs is to assist low and moderate income (LMI) persons in their

respective communities. State and local governments receive funding from HUD based on a formula derived from population and housing statistics.

**Citizen Participation:** The City's Citizen Participation Plan stipulates that a public hearing be held to allow citizens, especially lower income citizens, the opportunity to address the City Commission regarding the needs of the community, and to make recommendations to the Commission on the use of CDBG and HOME Grant funds. A forum to obtain public input regarding the needs of the community is required by HUD in order for the City to secure federal grant dollars. The public is encouraged to share ideas on how federal grant funds can be used to address community needs.

This hearing is not meant to be a format for agencies to lobby for their respective pending CDBG or HOME Grant funding applications. Instead, individuals are encouraged to speak on housing and non-housing community development issues in the city, and especially, the effect of these issues on low and moderate income persons. CDBG funds can be used for a wide range of community development activities directed toward neighborhood revitalization, economic development, energy conservation and improved community facilities and services. HOME grant funds can be used for affordable home ownership programs, including development of new homes, loan financing, and affordable multi-family rental housing development.

**Evaluation and Selection Process:** The City Commission will be asked to give consideration to citizen comments received during the public needs hearing when determining funding priorities for the CDBG Program and the HOME Grant Program.

**Conclusion:** The Public Needs Hearing provides citizens an important opportunity to identify community development needs. The results of this hearing along with any comments received during the 30 day public comment period on the upcoming Annual Action Plan will help shape the City Commission's funding allocation decision scheduled to occur this summer. This funding decision will be made at the time the Annual Action Plan is considered for adoption.

**Fiscal Impact:** Conducting the Public Needs Hearing is a pre-condition for the City to receive its annual allocation of CDBG and HOME grant funds from HUD. For the current program year, the City received \$810,605 in CDBG funds and \$283,494 of HOME funds. Although the expected allocation of funds for the next program year is not yet known, it is reasonable to assume that funding amounts will be consistent with current and past program years.

**Alternatives:** The City Commission could elect to not hold a public hearing and thereby decide to delay or not accept CDBG and HOME funding for PY 2022/2023.