



City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
October 18, 2022
7:00 PM
Revised

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

Public participation is welcome in the following ways:

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

PROCLAMATIONS

National Red Ribbon Week

COMMUNITY INITIATIVES

1. Miscellaneous Reports and announcements - Crime/Safety Update from HIDTA Task Force.

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. Reappointment to the Great Falls Transit District 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, October 4, 2022, City Commission Meeting.
8. Total Expenditures of \$2,660,931 for the period of September 13, 2022 through October 5, 2022, to include claims over \$25,000, in the amount of \$1,928,054.
9. Contracts List.
10. Approve the purchase of one new 2022 John Deere 135G Excavator from RDO Equipment Company of Great Falls through Sourcewell, formerly known as NJPA, for a total of \$206,230, including trade-in.
11. Approve the bid award for gasoline and diesel fuel to Mountain View Co-op for five years and authorize the City Manager to execute the contract documents.
12. Ratify the purchase of 10 complete Self Contained Breathing Apparatus units and 51 spare SCBA bottles from Big Sky Fire Equipment in the amount of \$133,650 using Assistance to Firefighters Grant funds, budgeted ARPA funds and fire department funding.
13. Approve a Community Development Block Grant (CDBG) Funding Agreement in the amount of \$98,500 for the installation of tables, a pavilion, play structure, and accessibility improvements to Kranz Park.
14. Approve a Professional Services Agreement in the amount \$450,327.57 to Great West Engineering Inc., for the City of Great Falls Stormwater Master Plan Update project, and authorize the City Manager to execute the agreement documents.
15. Extend a natural gas supply contract with Energy West Resources through October 31, 2023.
16. Set a public needs hearing on the CDBG & HOME 2023-2024 Annual Action Plan for November 1, 2022.

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

PUBLIC HEARINGS

17. Request from the Business Improvement District to use Downtown Urban Renewal District Tax Increment Financing (TIF) funds for costs associated with the design and construction of lighting on the exterior of ten (10) buildings at the location of 24 ArtsFest murals. *Action: Conduct a public hearing and approve or deny the request. (Presented by Craig Raymond)*

OLD BUSINESS

NEW BUSINESS

18. Fire Department Overhead Door Replacement. *Action: Award or not award a contract in the amount of \$421,868 to Door Systems of Montana - Great Falls, authorize or not authorize the*

allocation of American Rescue Plan Act funds, and authorize or not authorize the City Manager to execute the construction contract documents. (Presented by Thomas Hazen)

19. Addition of Three Mobile Home Pad Sites to Montana Adventure Mobile Park located at 3829 Lower River Road. *Action: Approve or deny the final site plan. (Presented by Craig Raymond)*

ORDINANCES / RESOLUTIONS

CITY COMMISSION

20. Miscellaneous reports and announcements from the City Commission.
21. 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: October 18, 2022
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Reappointment to the Great Falls Transit District Board

From: City Manager's Office

Initiated By: Great Falls Transit District Board

Presented By: City Commission

Action Requested: Reappoint one member to the Great Falls Transit District Board

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (reappoint/ not reappoint) Donna Zook to the Great Falls Transit District Board for a four-year term through November 30, 2026.”

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

Summary: Donna Zook was appointed to the Great Falls Transit District Board on December 6, 2016 for the remainder of a four-year term and reappointed for her first full four-year term on March 19, 2019. Ms. Zook is interested and eligible for reappointment.

Background: The Great Falls Transit District Board is comprised of five members – three elected, one appointed by the City Commission, and one appointed by Cascade County Commissioners. The Board governs the Great Falls Transit District. The Board is responsible for determining an appropriate mill levy, preparing and presenting a budget, and overseeing all aspects of the District, including operations, maintenance and administration.

Continuing members of this board are:

Shyla Patera (County appointee)
 Ann Marie Meade (Elected)
 Kenneth Johnson (Elected)
 Carl Donovan (Elected)

Alternatives: The Commission could choose not to reappoint Ms. Zook and advertise to seek other citizen interest to fill the position.

Concurrences: The Great Falls Transit District Board recommended reappointment during their meeting on September 28, 2022.

Attachments: Application



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

RECEIVED

Agenda #4.

SEP 2 2016

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.

CITY MANAGER

Board/Commission Applying For: GREAT FALLS TRANSIT DISTRICT (GFTD) BOARD		Date of Application: 09/02/2016
Name: DONNA M. ZOOK		
Home Address: 2718 CARMEL DR. G.F. 59404		Email address: d2ook@montana.com
Home Phone: 406-453-6393	Work Phone: 406-453-5638	Cell Phone: —
Occupation: LICENSED FORENSIC PSYCHOLOGIST	Employer: OWN MY BUSINESS FORENSIC COUNSELING SERVICE 1601 2ND. AVE. No. STE. 620, GF 59401	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: I AM VERY FAMILIAR WITH THE AMERICANS WITH DISABILITIES ACT (ADA) AS WELL AS INDIVIDUALS WITH MENTAL HEALTH DISORDERS.		
Educational Background: PH.D PLANT PATHOLOGY - UNIVERSITY OF CALIFORNIA - 1984 PH.D CLINICAL PSYCHOLOGY - ALLIANT UNIVERSITY, CA 1994 POST DOCTORAL MASTER OF SCIENCE IN CLINICAL PSYCHOPHARMACOLOGY 2001 CONTINUING EDUCATION CREDITS FOR STATE LICENSURE		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: LEADERSHIP MONTANA CLASS 2013 CITIZENS FIRE ACADEMY 2012 CITIZENS POLICE ACADEMY 2014		
Previous and <u>current</u> public experience (elective or <u>appointive</u>): MENTAL HEALTH OVERSIGHT ADVISORY COUNCIL (MHOAC) 2014-TO-CURRENT		
Membership in other community organizations: I SUPPORT, THROUGH ATTENDANCE AND FINANCIAL DONATIONS, TO THE GF SYMPOX AND THE MUNICIPAL BAND		

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

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

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

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

Please describe your interest in serving on this board/commission? I HAVE BEEN RIDING THE BUS SINCE 2010 AND I HAVE ATTENDED A FEW GFTD WORK SESSIONS AND BOARD MEETINGS. I AM INTERESTED IN BECOMING A BOARD MEMBER BECAUSE I WOULD LIKE TO HAVE A VOTING INFLUENCE ON THE COURSE AND DIRECTION OF THE GFTD. I WOULD LIKE TO SEE IT MORE PUBLICIZED AND EXPANDED IN WAYS BENEFICIAL * APPROPRIATE TO THE COMMUNITY.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?
 BOARD OF DIRECTORS - GIRL SCOUTS USA 2006-2009
 BOD - FOR QUALITY LIFE CONCEPTS (QLC) 2003-2008 - OFFICER FROM 2006-2008
 OFFICER BOD MONTANA PSYCHOLOGICAL ASSOCIATION (MPA) 1999-2010
 MONTANA CITIZENS REVIEW BOARD 1999-2003

Additional comments: SINCE I HAVE BEEN RIDING THE BUS I HAVE EXERCIZED MORE, LOST WEIGHT, REDUCED GASOLINE COSTS, CONTRIBUTED TO THE REDUCTION OF POLLUTION * TRAFFIC, AND AVOIDED DEALING WITH ADVERSE WEATHER CONDITIONS. I WOULD ENCOURAGE MORE PUBLICITY WITH RESPECT TO THE MANY ADVANTAGES OF BUS RIDING FOR BOTH PASSENGERS AND THE COMMUNITY.

Signature COMMUNITY
Norma M. Zool

Date:
 09/02/2014

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
October 4, 2022

Regular City Commission Meeting

Mayor Kelly presiding
 Commission Chambers Room 206

CALL TO ORDER: 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Bob Kelly, Susan Wolff, Eric Hinebauch, Joe McKenney and Rick Tryon. Also present were City Manager Greg Doyon and Deputy City Manager Chuck Anderson, Planning and Community Development Director Craig Raymond, Deputy Finance Director Kirsten Myre, Interim City Attorney David Dennis, Police Captain John Schaffer, 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: To avoid the appearance of impropriety, Commissioner McKenney disclosed that he is currently a realtor by trade. With regard to Agenda Item 4, at some point in time the applicant Peter Fontana may appraise a property of a client he represents. With regard to Agenda Item 9, should single-family housing be developed, he may represent a buyer or seller. Commissioner McKenney further disclosed that he has not been in the hospitality industry since the Covid shutdown and has no financial interest with regard to Agenda Item 11.

Interim City Attorney David Dennis commented that there does not appear to be a conflict of interest, due to the lack of relationships and lack of financial interests, in the disclosed matters.

PROCLAMATIONS: Crime Prevention Month [October 2022]. President of Cascade County Crime Stoppers, Sandra Guynn, encouraged everyone to attend Crime Stoppers free public forum at 6:30 pm, October 20, 2022, at the University of Providence titled “Drugs & Our Youth – What we’re up against – What we all need to know.”

MILITARY UPDATES

1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM MONTANA AIR NATIONAL GUARD (MANG).

Colonel Trace Thomas briefed the Commission on the following:

- The successful Open House hosted 45,000-50,000 people and could not have been done without the support of the community.
- Deployments are ongoing for the next three months for periods of three to six months in length.
- Airmen that recently returned from a deployment to Africa broke a record with almost 900 hours of flying time in a three-month period.

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- MANG hosted Family Day in August and entertained over 700 guardsmen and their families.
- MANG and Malmstrom Air Force Base (MAFB) hosted the 75th Anniversary Ball celebration.
- Last month three enlisted members achieved the rank of Chief Master Sergeant.
- A unit effectiveness inspection will take place in two weeks.
- He is awaiting more information regarding time compliance and tech order inspections pertaining to a recent news release about airplanes.

2.

PETITIONS AND COMMUNICATIONS

Kevin Westie, 602 35th Street North, commented that marijuana leads to opioid use, which has led to 61,000 opioid deaths in 2021. It is the starter drug. Marijuana wrecks cognitive capabilities and its destruction lasts a lifetime. Suicide rates are also up.

He clarified his comments made at the previous meeting that the Gibson Flats fire went into a conflagration because the Fire Department could not respond within four minutes. They were slow because they were not properly funded.

NEIGHBORHOOD COUNCILS

3.

MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

BOARDS AND COMMISSIONS

4.

APPOINTMENT TO THE BOARD OF ADJUSTMENT/APEALS.

Commissioner Wolff moved, seconded by **Commissioner Tryon**, that the City Commission appoint **Peter Fontana** to a three-year term through **September 30, 2025** to the Board of Adjustment/Appeals.

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

5.

MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

CITY MANAGER

6.

MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

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City Manager Greg Doyon reported the following:

- Great Falls Police Department swore in its newest officer, Jeremy Bohall. The Police Department is still down four officers and going through the recruitment process.
- Thoughts and prayers go out to the family of Great Falls firefighter Mike Kuntz who recently passed away.
- Four graduates of the Great Falls Fire Academy were assigned to platoons and started shifts today.
- Great Falls Fire Rescue issued an Invitation to Bid for its overhead doors project.
- The ISO rating of the City to be implemented January 1, 2023, was downgraded and will affect insurance rates.
- Great Falls Animal Shelter hosted a free rabies vaccination clinic. Appreciation was expressed to donors and sponsors that covered the costs, and to volunteer veterinarian Marcia Shanahan for vaccinating 75 animals.
- Great Falls Housing Authority is installing new lighting at one of its campuses; recently hired a new maintenance worker; and, renovating the interior of a six-plex.
- Sylvia Tarman was hired as a project manager for the City's ARPA projects. She comes with a lot of experience in construction management and her monitoring of the projects will be critical to make sure that the money was used as intended and we are getting the product to serve the taxpayers as designed.
- Planning and Community Development hired a new planner, Sara Doermann. That department is still seeking a Development Review Engineer. To date, the department permitted over \$168 million dollars of construction activity compared to \$61 million last year.
- David Dennis has been appointed as the Interim City Attorney.
- A ribbon cutting ceremony was held for the Historic 10th Street Bridge and a celebration of Arlene Reichert's efforts to support and save the bridge.
- The Human Resource and City Clerk's Office will be renovated based on the Commission's authorization, and he is still looking at options for potential basement renovations for Municipal Court.

CONSENT AGENDA.

7. Minutes, September 20, 2022, City Commission Meeting.
8. Total Expenditures of \$2,951,575 for the period of August 30, 2022 through September 21, 2022, to include claims over \$25,000, in the amount of \$2,521,212.

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

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

PUBLIC HEARINGS

9. ORDINANCE 3250, AN AMENDMENT TO THE PLANNED UNIT DEVELOPMENT TO ALLOW 4-PLEX MULTIFAMILY UNITS FOR WEST RIDGE ADDITION PHASES VII - XI AND PRELIMINARY PLAT FOR A 40-LOT MAJOR SUBDIVISION FOR WEST RIDGE ADDITION, PHASE X.

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

Planning and Community Development Director Craig Raymond reported that the application that the Commission is being asked to act on this evening is two-fold. First, an amendment of an existing Planned Unit Development (PUD) and also the approval of a Preliminary Plat for Phase 10 of Westridge.

A PUD zoning designation is a tool that accommodates special development proposals that might not perfectly fit within other defined zoning designations. PUD is defined as “A planned unit development district is a special type of zoning district that is proposed by the developer to account for a desired mix of uses. Each district is unique and therefore has its own set of development standards which are documented in the approval”. In context, outside of a PUD zoning district, four-plex buildings would not be grouped in an area zoned as R-3 or R-2. In this case, the developer believes that given proper planning, layout and specific standards, it should be allowable to have a mixed density of residential uses within a specific area. Staff agrees when the conditions are right.

Westridge was initially approved with an R-3 designation and development pattern. In 2017, the City Commission approved a PUD proposal for Phases 7-11 of Westridge providing for not only single-family dwellings but also duplex units. To this point, it has proven to be very successful and the introduction of slightly higher density has not resulted in undesirable impacts to the City or surrounding neighborhood. It was well planned and well executed.

The request tonight is to take this to the next step in allowing another increase in density and flexibility. Based on comments and questions made at the Planning Board meeting, neighbors are taking notice and are a bit nervous about the change. It would appear, however, that through the planning and design process, most concerns have been satisfied to an acceptable level.

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Although the developer is proposing higher density, the same max building height as is allowed for single-family dwellings, only slightly higher max lot coverage and same lot depth to width lot proportion at 2.5 to 1 will be maintained. The lot sizes are increasing to account for the larger buildings at 12,000-15,000 as opposed to 7,500 minimum lot sizes.

An important element for the Commission to also consider is that allowing well-planned increases in density helps encourage housing affordability, which has been an area of concern expressed by the Commission.

The Commission is also being asked to consider the Preliminary Plat for Phase 10 of this development. If approved, the developer will complete design and construction drawings for the necessary infrastructure to serve the proposed development. Staff will review said plans for conformance to city, state and federal standards related to water, sewer, storm sewer and transportation systems. The developers will then have the option to either build those improvements or bond for those improvements prior to coming to the Commission for final plat approval. Director Raymond reminded the Commission that the preliminary plat approval phase is actually the most important in the process as this is the city actually telling the developer and the community what is going to be allowed and expected. Final plat approval is merely the last remaining step that simply recognizes that everyone did what was promised and it is deemed complete and satisfactory. The time is now if adjustments need to be made to the plan.

Staff recommends that the City Commission conduct the public hearing and adopt Ordinance 3250 amending the PUD, approve the Preliminary Plat of Phase 10 of Westridge, and adopt the findings of fact.

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

Commissioner Tryon requested clarification regarding the developer's request for deviation from City Code for accessory structures.

Director Raymond responded that, given the setbacks and lot coverages, staff finds the request acceptable.

Mayor Kelly asked if there were any comments from the public in support of or opposition to Ordinance 3250 or the Preliminary Plat of West Ridge Addition Phase X.

Hearing none, Mayor Kelly asked if the developer's representative could address Commissioner Tryon's inquiry.

Rob Osowski, Woith Engineering, clarified that the request was made to allow for parking in front of the principal structure to help avoid parking on the street.

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

Commissioner Wolff moved, seconded by Commissioner Hinebauch, that the City Commission adopt Ordinance 3250 amending the Planned Unit Development for West Ridge Phases VII-XI.

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

Commissioner McKenney commented that Great Falls is growing. The message being sent to the community is, although we have zoning codes, going forward we need flexibility with the projects coming before the Commission.

Commissioner Tryon noted that the Planning Advisory Board/Zoning Commission and Neighborhood Council 3 voted in favor, and this project goes a long way in addressing the housing issues in Great Falls.

Mayor Kelly called for the vote.

Motion carried 5-0.

Commissioner Tryon moved, seconded by Commissioner McKenney, that the City Commission approve the Preliminary Plat of West Ridge Addition Phase X and accompanying Findings of Fact subject to the Conditions of Approval being fulfilled by the Applicant.

Mayor Kelly asked if there was any discussion amongst the Commissioners. Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

OLD BUSINESS

NEW BUSINESS

10. WASTEWATER TREATMENT PLANT CLARIFIER REHABILITATION PROJECT CONSTRUCTION CONTRACT AWARD.

Interim Public Works Director Chuck Anderson reported that this item is consideration of awarding a construction contract in the amount of \$4.4 million dollars to Sletten Construction Company for the Wastewater Treatment Plant Clarifier Rehabilitation project. The Great Falls Wastewater Treatment Plant (WWTP) utilizes three Bioreactors and four Secondary Clarifiers within the treatment process. In late 2021, damage was identified on the standpipe support column of the rotating mechanism of Secondary Clarifier No. 2, which resulted in some operational limitations at the WWTP. While researching what had happened, it was noted that Secondary Clarifiers No. 1, 2 and 3 were constructed in approximately 1977, and are approaching 50 years old. Clarifier No. 4 was designed and constructed in 2014.

City Staff, AE2S, Veolia, and Loenbro evaluated the damage to the clarifier mechanism. A technical memo was produced with a recommendation to complete a rebuild of the clarifier mechanism in Secondary Clarifier No. 2, and upgrading the equipment to stainless steel and fiberglass.

The technical memo also recommended taking advantage of the economy of scale, and considering a replacement of the mechanisms of either or both Secondary Clarifiers No. 1 and 3 along with the work that was being done on Clarifier No. 2. Due to funding, the City has elected

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to pursue a project replacing Secondary Clarifiers No. 2 and 1 at this time. The replacement of Secondary Clarifier No. 3 will potentially be put out for bid with construction of Bioreactor No. 4 in the future.

The requested action is that the Commission consider award of a Base Bid of replacing the mechanism of Secondary Clarifier No. 2, Alternate Bid 1A to include surface repair and coating of Secondary Clarifier No. 2, Alternate Bid 2 for replacement of the mechanism of Secondary Clarifier No. 1, and Alternate Bid 2A to include surface repair and coating of Clarifier No. 1.

Commissioner Wolff moved, seconded by Commissioner Hinebauch, that the City Commission award the Base Bid of \$2,367,000, plus Alternate Bid 1A of \$236,200, plus Alternate Bid 2 of \$1,596,000, plus Alternate Bid 2A of \$236,200, for a total amount of \$4,435,400 to Sletten Construction Company for the Wastewater Treatment Plant Clarifier Rehabilitation project, and authorize the City Manager to execute the contract documents.

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

Commissioner Tryon noted that the fiscal impact sets forth that this project has been programmed and prioritized as a needed capital improvement and is being funded through the Sewer Treatment Fund. No additional funding is needed.

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

Motion carried 5-0.

ORDINANCES/RESOLUTIONS

11. ORDINANCE 3251, AMENDING TITLE 17 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS PERTAINING TO CASINOS AND THEIR SPECIAL STANDARDS FOR LOCATION AND DEVELOPMENT.

Planning and Community Development Director Craig Raymond reported that the Commission is being asked to accept on first reading and set a public hearing for Ordinance 3251 which would, if approved, provide for greater flexibility related to casino location and development. Although the request is from one specific citizen as a result of one specific project, it potentially affects all future casino related development in Great Falls city limits.

For some time, the City of Great Falls has had specific provisions in its code that significantly affected where and how casinos are located. There are provisions that restrict casino location within certain distances from other uses such as parks, playgrounds, worship facilities and education facilities. Casinos are also regulated in regard to what zoning districts they are allowed to be located. An additional "special" standard for casinos is how they shall place required landscaping on the property. Currently, 50% of the required landscape must be located within the front lot line and the building. Directly Raymond opined the provision was adopted as some sort of measure to "screen" casinos from public view. However, the specific landscape standards do not achieve this.

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Although this did present itself as a result of one specific case, staff is looking at the application strictly through the lens of land use compatibility, regulation effectiveness and administrative impact.

That being said, staff understands that some in the community may look at this proposal and casinos through different eyes and perspectives and, therefore, request that the City Commission accept Ordinance 3251 on first reading and set a public hearing for November 1, 2022.

Commissioner Tryon moved, seconded by Commissioner McKenney, that the City Commission accept Ordinance 3251 on first reading and set a public hearing for November 1, 2022.

Mayor Kelly asked if there were any comments from the public. He noted that the action the Commission is taking tonight is only to set or not set the public hearing. There being no one to address the Commission, Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Tryon received clarification that 2416 11th Avenue South was previously the location of a casino before the prior ordinance was adopted.

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

Motion carried 5-0.

CITY COMMISSION

12. APPOINTMENTS, GREAT FALLS CITIZEN'S COUNCIL.

Mayor Kelly moved, seconded by Commissioner Tryon, that the City Commission appoint Eric Hinebauch and Susan Wolff to serve on the Great Falls Citizen's Council, also known as Council of Councils, for the October 25, 2022 meeting.

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

Motion carried 5-0.

13. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Commissioner Wolff commented that it was a joy to have had the opportunity to spend 12 busy hours with the fire crew at Fire Station 3. She commended Great Falls Fire Rescue for their service to our community.

14. COMMISSION INITIATIVES.

None.

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ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Kelly, to adjourn the regular meeting of October 4, 2022, at 7:52 pm.**

Motion carried 5-0.

Mayor Bob Kelly

City Clerk Lisa Kunz

Minutes Approved: October 18, 2022

DRAFT



Commission Meeting Date: October 18, 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	SEPT 22, 2022-OCT 5, 2022	641,341.97
ACCOUNTS PAYABLE CHECK RUNS FROM MUNIS	SEPT 22, 2022-OCT 5, 2022	1,950,940.72
MUNICIPAL COURT ACCOUNT CHECK RUN FOR	SEPT 16, 2022-SEPT 30, 2022	56,535.50
MISC WIRES	SEPT 13,2022-SEPT 21,2022	12,113.16
TOTAL: \$		<u><u>2,660,931.35</u></u>

SPECIAL REVENUE FUND

PARK DISTRICT

SWANK ENTERPRISES	INDOOR AQUATIC & RECREATION CENTER CONSTRUCTION	607,876.33
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ENTERPRISE FUNDS

SEWER

VEOLIA WATER NORTH AMERICA	ELECTRICAL SERVICE TESTING	30,981.00
ADVANCED ENGINEERING AND ENVIRONMENTAL SRVCS INC	SECONDARY CLARIFIER REHAB/PMT6	31,351.25

INTERNAL SERVICES FUND

HEALTH & BENEFITS

SUN LIFE FINANCIAL	SUNLIFE DENTAL AND VISION SEPT 2022	44,592.38
HEALTH CARE SERVICE CORPORATION	BCBS HEALTHCARE SEPT 2022 BCBS	570,043.03

CENTRAL GARAGE

MOUNTAIN VIEW CO-OP	GAS/DIESEL	28,670.67
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TRUST AND AGENCY

COURT TRUST MUNICIPAL COURT

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	46,583.16
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PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	55,585.00
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	53,334.87
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	72,353.19
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	146,750.07
US BANK	FEDERAL TAXES, FICA & MEDICARE	239,933.27
CLAIMS OVER \$25000 TOTAL:		\$ <u>1,928,054.22</u>

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

DATE: October 18, 2022

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

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

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Great Falls Police Department	US Department of Justice, Bureau of Justice Assistance	10/01/2022-09/30/2025	\$52,829 [grant award] Great Falls Police Department = \$31,698 Cascade County Sheriff’s Office = \$21,131	2022 Byrne Justice Assistance Grant (JAG) Program Award #15PBJA-22-GG-02350-JAGX for Great Falls Police Department mobile data terminals, vehicle breaching kits, and a crime scene computer program, and Cascade County Sheriff’s Office UTV equipment upgrade, communications equipment upgrade, and computer software for crime scene scans [CR: 081622.9A)

B	Planning & Community Development	National Trust for Historic Preservation	10/2022 – 10/2023	\$5,000 [grant award]	Ratification of National Trust Preservation Fund Grant Agreement for award of funds to assist in the performance of a structural assessment of the Boston and Montana Barn [CR: 051722.10A]
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Commission Meeting Date: October 18, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: One New 2022 Excavator

From: Doug Alm, Vehicle Maintenance Manager

Initiated By: Public Works Department

Presented By: Chuck Anderson, Deputy City Manager

Action Requested: Approve Purchase of One New 2022 Excavator

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/reject) the purchase of one new 2022 John Deere 135G Excavator from RDO Equipment Company of Great Falls through Sourcewell, formerly known as NJPA, for a total of \$206,230, including trade-in.”

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 award the bid to RDO Equipment of Great Falls for a total of \$206,230, including trade-in.

Summary: The old excavator Unit #623 is due for replacement.

Background:

Purpose

This equipment is used in the Water Distribution Division for repairs on emergency water main breaks and sewer repairs. This purchase will include factory repair software enabling the City to do emergency repairs as needed.

Evaluation and Selection Process

The recommended purchase and installation will be procured through the City’s membership in Sourcewell (formerly known as the National Joint Powers Alliance), which is a governmental purchasing service cooperative based in Minnesota. The City secures memberships in governmental cooperative purchasing entities under §§ 18-4-124 and 18-4-401 *et seq.*, MCA and those memberships allow it to access a wide range of products and services from competitively solicited bids and proposals from various vendors.

The City can then work with the contract managers at the purchasing cooperative to verify pricing and ask questions about contract structures. Ultimately they will enter into contracts directly with the vendors to

purchase the products and services offered through the cooperative purchasing structure. In this particular case the City is accessing a Sourcewell contract for an excavator with RDO Equipment Company.

Staff recommends accepting the trade-in offer of \$40,000 for the City's 2002 Volvo EW170, Unit #623, and VIN # EW1703339.

Conclusion

The bid specifications from Sourcewell meet specifications for the excavator.

Fiscal Impact: Funds for this scheduled purchase from the ERS (Equipment Revolving Schedule) were provided in the FY 2022-2023 Water Distribution Fund Budget.

Alternatives: The City Commission could vote to reject the purchase of the excavator.

Attachments/Exhibits:

RDO Equipment Company-Sourcewell Excavator Quote
Sourcewell Contract Acceptance and Award #032119-JDC



Investment Proposal (Quote)

Agenda #10.

RDO Equipment Co.
 4900 Tri Hill Road
 Great Falls MT, 59404
 Phone: (406) 452-8521 - Fax: (406) 454-1814

Proposal for:
 CITY OF GREAT FALLS
 FISCAL SERVICES DEPT
 PO BOX 5021
 GREAT FALLS, MT, 594035021
 CASCADE

Investment Proposal Date: 9/26/2022
Pricing Valid Until: 10/10/2022
Deal Number: 1591839
Customer Account#: 1401017
Sales Professional: Clemon Jones
Phone: (406) 452-8521
Fax: (406) 454-1814
Email: cjones@rdoequipment.com

Comments

John Deere Sourcewell Contract #032119-JDC

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	1FF135GXENF503860 X612503	0	New 2022 JOHN DEERE 135G	\$292,407.56
			Customer Discount Sourcewell: 36% Off Deere List Price	(\$106,432.56)
			Other Non-Contract Charges: Extended Warranty, Freight and Machine Set-Up	\$15,000.00
			Other Service advisor 5 year	\$12,000.00
			Warranty -John Deere Comprehensive-84 Months, 2500 Hours,Deductible: 200, Exp Date: 9/13/2029	\$0.00
1	AKRPLR4T330509 X971075	0	New 2020 JRB 135CPLR	\$6,835.00
1	227079 X735609	0	New 2022 ROCKLAND MFG 135THUMB	\$15,000.00
1	J000151173-1 X363137	0	New 2021 JRB 135HD42	\$0.00
1	TBD TBD	0	New 2022 JOHN DEERE 130HD24	\$2,900.00
1	TBD TBD	0	New 2022 ROCKLAND MFG 60" DITCHING	\$8,520.00
Equipment Subtotal:				\$246,230.00

Trade Information

Serial Number	Year / Make / Model	Payoff Information	Trade In Hours	Trade In Value
EW170C03339	2002 VOLVO EW170	\$0.00	2457	(\$40,000.00)
Total Trade in Value:				(\$40,000.00)
Trade Balance Owed:				\$0.00
Net Difference:				(\$40,000.00)

Purchase Order Totals

Agenda #10.

Balance: \$206,230.00
Total Taxable Amount: \$0.00
MT STATE TAX: \$0.00
Sales Tax Total: \$0.00
Sub Total: \$206,230.00
Cash with Order: \$0.00
Balance Due: \$206,230.00

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	1FF135GXENF503860	2022 JOHN DEERE 135G	BYT11150
1	AKRPLR4T330509	2020 JRB 135CPLR	None
1	227079	2022 ROCKLAND MFG 135THUMB	None
1	J000151173-1	2021 JRB 135HD42	None
1	TBD	2022 JOHN DEERE 130HD24	None
1	TBD	2022 ROCKLAND MFG 60" DITCHING	EDC30/40 - .85-60 60" DITCHING BUCKET

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-JDC

Proposer's full legal name: John Deere Construction Retail Sales

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
COED2A139D06488
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coquette
7E42BBF817A64CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-JDC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name John Deere Construction Retail Sales

Authorized Signatory's Title Manager, Contract Sales

Mark Oliver
VENDOR AUTHORIZED SIGNATURE

Mark Oliver
(NAME PRINTED OR TYPED)

Executed on 10 May, 2019

Sourcewell Contract # 032119-JDC



Commission Meeting Date: October 18, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Fuel Purchase

From: Doug Alm, Vehicle Maintenance Manager

Initiated By: Public Works Department

Presented By: Chuck Anderson, Deputy City Manager

Action Requested: Award Bid

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the bid award for gasoline and diesel fuel to Mountain View Co-op for five years, and authorize the City Manager to execute the contract documents.”

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

Staff Recommendation: Staff recommends that the City Commission approve the bid award for the purchase of gasoline and diesel fuel to Mountain View Co-op for five years at an annual cost of approximately \$1,200,000, and authorize the City Manager to execute the contract documents.

Background:

The City Commission approved a bid award for gasoline and diesel fuel to Mountain View Co-op and entered into a Delivery Service Agreement in 2016. A three-year extension to that Agreement was approved in 2019. Recently, the City Attorney requested that staff advertise for bids instead of mutually agreeing on another extension due to the length of the previous agreement, and to afford other entities the opportunity to compete. In order to not disrupt operations, the City and Contractor mutually agreed to extend the current term from September 6, 2022 to December 31, 2022. That extension was approved by the City Commission on September 6, 2022.

Items to Note

Fuel prices have, and will continue to fluctuate. For example, in FY21-22, the City initially projected fuel costs to be \$792,271, but \$100,000 was added in May of this year due to increased pricing. This award states an approximation of \$1,200,000 due to the unknown industry pricing for fuel. Part of our bid specifications ask for the particular index the supplier proposes to use to determine the cost of changes. Mountain View Co-op will use the CHS-MRC daily published price, and as the price paid by Mountain

View Co-op changes, our price will change by the same amount per gallon. This is consistent with the past contract with Mountain View Co-op. For reference, the annual costs of fuel from FY 18-FY 22 were;

- FY 18-19 \$827,662.00
- FY 19-20 \$808,903.00
- FY 20-21 \$684,748.80
- FY 21-22 \$878,364.90

Also, if awarded to Mountain View Co-op, per the existing contract, the parties involved by mutual agreement can extend the contract one time for a period of five years.

Evaluation and Selection Process

The specifications were advertised two times in the *Great Falls Tribune*, placed on the City of Great Falls website, and mailed to four prospective bidders. The bids were opened on October 5, 2022, with two bidders responding.

Fiscal Impact:

Funds for the purchase of gasoline and diesel fuels are provided in individual department budgets. Central Garage tracks fuel usage and departments are billed for their actual use, and payments are noted in the \$25,000 report included in the City Commission packet.

Alternatives: The City Commission could vote to reject this bid award.

Attachments/Exhibits:

- Fuel Purchase Bid List
- Bid Tab Results

**FUEL PURCHASE
BID LIST**

1. Best Oil Dist. Inc.
5401 River Dr. N.
Great Falls, MT 59405
2. Kernaghans Service, Inc.
1504 9th Ave. N.
Great Falls, MT 59401
3. Mountain View Co-op
1000 Smelter Avenue
Black Eagle, MT 59414
4. Tolan Distributing, Inc.
2201 Vaughn Road
Great Falls, MT 59404

CITY OF GREAT FALLS
 PO BOX 5021
 GREAT FALLS MT 59403

FUEL PURCHASE

Bids Taken at Civic Center
 Date: October 5, 2022
 Tabulated By: Debbie Kimball
 Page 1 of 1

NAME AND ADDRESS OF BIDDER	Affidavit of Non-Collusion	Bid Bond	Bid Description	Index	Gross Margin Per Gallon	Rack Transport
Mountain View Co-op 1030 Montana Ave. Black Eagle, MT 59414	√	10% Bid Bond	BASE INDEX COST PER GALLON	CHS-MRC Daily Published Prices		
			• Any Quantity Unleaded		.05	Rack Transport
			• Any Quantity No. 1 Diesel		.05	Rack Transport
			• Any Quantity No. 2 Diesel		.05	Rack Transport
			TOTAL BID ESTIMATED		\$120,000.00	
Tolan Distributing PO Box 2923 Great Falls, MT 59403	√	CC \$12,278.83	BASE INDEX COST PER GALLON	Calumet Montana Refining, GTF, MT		
			• Any Quantity Unleaded		.06471	Rack \$75 per hour if longer than one hour
			• Any Quantity No. 1 Diesel		.06562	Rack \$75 per hour if longer than one hour
			• Any Quantity No. 2 Diesel		.06510	Rack \$75 per hour if longer than one hour
			TOTAL BID ESTIMATED		\$122,788.34	



Commission Meeting Date: October 18, 2022
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Ratify the Purchase MSA SCBA Harnesses and cylinders

From: Jeremy Jones, Fire Chief

Initiated By: Great Falls Fire Rescue

Presented By: Robert Shupe

Action Requested: Ratify the purchase Self Contained Breathing Apparatus and Spare SCBA Breathing Cylinders.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (ratify/not ratify) the purchase of 10 complete Self Contained Breathing Apparatus units and 51 spare SCBA bottles from Big Sky Fire Equipment in the amount of \$133,650.”

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

Staff Recommendation: Staff recommends the City Commission approve the purchase of 10 complete Self Contained Breathing Apparatus units and 51 replacement breathing cylinders from Big Sky Fire Equipment for a total of \$133,650.00.

Summary: The City of Great Falls applied for and was awarded a FEMA Assistance to Firefighters Grant (AFG) that will pay 90% or \$99,545.45 of the cost to purchase the 10 new SCBA’s and 30 spare breathing cylinders. GFFR will be responsible for the 10 % match, which comes to \$9,954.55. GFFR will utilize Safety Equipment Account funds to meet the match requirement. The remaining 21 breathing cylinders at a cost of \$24,150 would be paid for using ARPA funds that was approved by the commission during the annual budget process. The AFG grant award for this purchase was approved during the September 20th commission meeting.

The SCBA equipment is manufactured by MSA and would integrate into the current inventory without any operational impact. The only authorized vendor in the region authorized to sell MSA is Big Sky Fire Equipment located in Lewistown, MT. Because the purchase price is over \$80,000 staff followed City Purchasing Policy for quotes.

Typically, any purchase over \$80,000 must go through the RFP process except for two circumstances:

1. Cooperative Purchasing Agreements
2. Special cases for Sole Source Purchases

GFFR received a quote from the HGAC Cooperative Purchasing Program and also requested one directly from Big Sky Fire Equipment. The quote directly from Big Sky Fire Equipment was \$65,813.79 less than HGAC pricing.

Staff was notified by the vendor that the bid price was set to increase on October 1, 2022. Due to this timeline and the significant savings opportunity, Staff requested purchasing the equipment to lock in the pricing and is now asking the City Commission to ratify the purchase.

Background: Great Falls Fire Rescue currently has 3 apparatus with no SCBA. This became a very large issue on a recent rural/urban interface fire that burned 25 structures including 11 homes. Numerous firefighters were unable to utilize SCBA and had to withdraw from an area due to smoke conditions. The lack of SCBA also left the city with reduced resources to provide for the safety of citizens as well as firefighters. GFFR has SCBA technicians that perform all maintenance and testing of SCBA to reduce the cost of maintenance and reduce downtime of the equipment. However, some of the equipment has been damaged during fires and cannot be repaired. During the pandemic GFFR command staff members were forced to give their SCBA masks to department new hires to address the shortages. The command staff also serve as Incident Safety Officers on greater alarm incidents and are at times required to be in potentially hazardous areas where SCBA are mandatory. GFFR has not been able to purchase the needed SCBA through normal operating budgets so staff pursued and was awarded an AFG grant to substantially reduce the financial burden to the city budget. Additionally, 21 spare bottles failed this year's hydrostatic testing cycle and were taken out of service. An ARPA allocation was approved to replenish these bottles.

Fiscal Impact: The total cost of the purchase of 10 complete SCBA and 51 replacement bottles amounts to \$133,650. The AFG Grant will pay \$99,545.45. ARPA funds approved through the budget process will pay \$24,150. This leaves \$9,954.55 that will be paid from the GFFR safety equipment account in the Fire Department's budget.

Attachments:

- Big Sky Fire HGAC Bid (Co-op Pricing)
- Big Sky Fire Bid



BIG SKY FIRE EQUIPMENT

207 W. JANEUX
LEWISTOWN, MT 59457
PHONE: (406) 538-9303
TOLL FREE: (800) 662-9087

FAX: (406) 538-8815
bsfeaff@midrivers.com
www.bigskyfire.com

Big Sky Fire Eq. BID

Great Falls Fire & Rescue
105 9th Street South
Great Falls, MT 59401
ATTN: Trevor Johnson

9/29/2022

AFG GRANT FUNDING and ARPA Funding

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
10	MSA G1 SCBA	MSA G1 SCBA, includes: 4500psi system, Threaded Remote Connection, Chest Strap, Metal Cradle Band, Adjustable Swiveling Lumbar Pad, Solid Purge Cover, Quick Connect Regulator Hose, Waist Mounted Quick-Fill, Speaker Module, PASS, Rechargeable Battery, (2) Cylinders (1) Face Piece.	\$7,500.00	\$75,000.00
30	10156424	MSA Carbon Fiber Cylinder, 45 min 4500 psi	\$1,150.00	\$34,500.00
21	10156424	MSA Carbon Fiber Cylinder, 45 min 4500 psi	\$1,150.00	\$24,150.00

MSA will have a Price Increase October 1st, 2022

PAYMENT TERMS: Net 30
QUOTE VALID Until Sept. 30th, 2022
THANK YOU
Tony Moline

SUBTOTAL	<u>\$133,650.00</u>
Freight	<u>Delivered</u>
GRAND TOTAL	<u>\$133,650.00</u>



BIG SKY FIRE EQUIPMENT

207 W. JANEUX
 LEWISTOWN, MT 59457
 PHONE: (406) 538-9303
 TOLL FREE: (800) 662-9087

FAX: (406) 538-8815
bsfeaff@midrivers.com
www.bigskyfire.com

HGAC BID

Great Falls Fire & Rescue
 105 9th Street South
 Great Falls, MT 59401
 ATTN: Trevor Johnson

9/29/2022

AFG GRANT FUNDING and ARPA Funding

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
10	MSA G1 SCBA	MSA G1 SCBA, includes: 4500psi system, Threaded Remote Connection, Chest Strap, Metal Cradle Band, Adjustable Swiveling Lumbar Pad, Solid Purge Cover, Quick Connect Regulator Hose, Waist Mounted Quick-Fill, Speaker Module, PASS, Rechargeable Battery, (2) Cylinders (1) Face Piece.	\$12,469.83	\$124,698.30
30	10156424	MSA Carbon Fiber Cylinder, 45 min 4500 psi	\$1,465.99	\$43,979.70
21	10156424	MSA Carbon Fiber Cylinder, 45 min 4500 psi	\$1,465.99	\$30,785.79

MSA will have a Price Increase October 1st, 2022

PAYMENT TERMS: Net 30
 QUOTE VALID Until Sept. 30th, 2022
 THANK YOU
 Tony Moline

SUBTOTAL	<u>\$199,463.79</u>
Freight	<u>Delivered</u>
GRAND TOTAL	<u>\$199,463.79</u>



Commission Meeting Date: October 18, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Approval of a Community Development Block Grant (CDBG) Funding Agreement for the installation of tables, a pavilion, play structure, and accessibility improvements to Kranz Park.

From: Planning & Community Development

Initiated By: City of Great Falls – Park & Recreation

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

Action Requested: Approval of the CDBG Funding Agreement in the amount of \$98,500 to City of Great Falls – Park & Rec.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the CDBG Funding Agreement in the amount of \$98,500 to the City of Great Falls – Park & Recreation for Kranz Park improvements.”

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 \$98,500 to the City of Great Falls – Park & Recreation Department.

Summary: The City’s Park & Recreation Department has submitted a grant request to fund a geotech analysis, sidewalks, ADA curb cut for accessibility, and installation of a pavilion, play structure and tables within Kranz Park. The park is located in a low to moderate income (LMI) area which will provide the benefit of an improved park area to a large number of Great Falls residents.

The proposed project was evaluated by CDBG Program staff for funding eligibility as well as evaluated by the City Staff Grant Committee. The proposal is in compliance with all program requirements because it serves a nearby LMI population. Additionally, it falls within the eligible funding category of Public Facilities and Improvements.

Fiscal Impact: The capital cost of this project will be covered through CDBG funding, thereby saving the Park and Recreation Department from having to fund the project through either general funds or money from its Park District fund.

Alternatives: If the Commission were to reject the proposed funding agreement, it would require the Park & Recreation Department to consider using either general funds or Park District funds to cover the cost of the project.

Concurrences: Staff from Planning and Community Development have coordinated with City of Great Falls – Park & Recreation Department on this funding agreement.

Attachments/Exhibits: 2022/2023 City of Great Falls – Park & Recreation Funding Agreement

CITY OF GREAT FALLS
2022/2023 Community Development Block Grant Agreement
BY AND BETWEEN
THE CITY OF GREAT FALLS, MONTANA, AND
CITY OF GREAT FALLS - PARK & RECREATION

CITY OF GREAT FALLS - PARK & RECREATION, 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 **18th day of October, 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 **\$98,500.00**.
- B. Personnel assigned to scope of work includes: **Steve Herrig**
Contact Information: **406.791.8980 sherrig@greatfallsmt.net**
- C. The project scope will **include geotech costs, sidewalks, curb cuts, installation of a pavilion, and tables to be installed in pavilion. The pavilion and play structure have already been purchased.** The project will be implemented during the time period of **October 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 area 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 **installing park equipment in an LMI area park that currently has no amenities to serve the LMI neighborhood.**

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.

I. 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 **October 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 :

I. 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:

I. 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 of 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:

David Dennis, Deputy 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: CITY OF GREAT FALLS - PARK & RECREATION



Steve Herrig



Commission Meeting Date: October 18, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Professional Services Agreement: City of Great Falls Stormwater Master Plan Update, OF 1361.6

From: Engineering Division

Initiated By: Public Works Department

Presented By: Public Works Department

Action Requested: Consider and approve a Professional Services Agreement

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (approve/not approve) a Professional Services Agreement in the amount \$450,327.57 to Great West Engineering Inc., for the City of Great Falls Stormwater Master Plan Update project, and authorize the City Manager to execute the agreement documents."

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

Staff Recommendation: Approve a Professional Services Agreement.

Summary:

The City proposes to retain Great West Engineering Inc., to prepare a master plan that includes an in depth summary of the existing drainage basins and drainage patterns, system layout, system capacities, system issues, analysis of alternatives, cost estimates for improvements, recommendations for system improvements, and a comprehensive rate study. The physical limits of the master plan study area are depicted on the map in Attachment A. As a part of the plan, a utility rate study to support the operation, maintenance, and capital financial requirements over the planning period will be developed. The revised rate study will be based on utility finance methodologies used throughout the industry and meet City's needs.

Background:

The City Commission adopted the current Storm Drainage Master Plan, dated February 1989. At that time the Master Plan analyzed and identified drainage deficiencies and provided a range of macro scale drainage concepts for construction of future facilities required to serve the City, as well as providing prioritization of system maintenance and improvement projects. Since its creation in 1989, updates and additions have been performed with smaller studies and projects.

The Storm Drainage Master Plan recommended the creation of a storm drain fee to pay for necessary upgrades and maintenance. A city-wide storm drain fee was first created by Resolution 8265 (Approved April 18, 1989). This resolution was amended with Resolution 8315 (Approved Sept. 19, 1989). The rate portion of this resolution has typically been updated annually through subsequent rate resolutions to adjust for things such as operational costs and inflation. The first rate increase occurred by Resolution 9207 in 2002. These rates were last updated in 2019 under Resolution 10316.

Citizen Participation:

City Public Works Staff and the Consultant will ensure that the study is guided through the public outreach process. This will allow for citizen participation throughout the study.

Purpose:

The purpose of this project is to update the dated stormwater master plan. The project will generate a hydraulic model of the City's storm sewer network. The network model will be developed utilizing the City's existing storm drain utility mapping, as-built plans, and Lidar data. Supplemental surveying will be conducted where existing information is not available. The storm drain model for the existing drainage networks will be run and refined for the various storm events to perform capacity analysis for the existing pipes and to identify areas of surcharging and overtopping.

Through the aforementioned analysis the plan will provide a range of macro scale drainage concepts for construction of future facilities required to serve the City as it grows, as well as providing prioritization of system maintenance and improvement projects. The proposed plan will also analyze possible locations for City owned regional storm water detention/retention ponds. Any feasible pond alternatives will be included in the modeling to identify the extent to which they could help alleviate downstream flooding issues.

The Master plan will also provide a paper on industry practices used by Montana municipalities and industry standards for stormwater rate structures. The issue paper will present alternative structures for the City's consideration and recommend a course of action. The rate study will determine the revenue needed to meet the utility's financial obligations, including capital, operating, and policy-driven commitments. The final report will summarize the key assumptions, methodology, results, considerations, and provide recommendations.

Project Work Scope:

The hydraulic model, analysis, master plan and rate study will include the following tasks:

- Review Existing System Information, Gather Layout Information.
- Drainage Delineations and Modeling of Existing System to Establish Capacities and Identification of Deficiencies
- Evaluation of Alternatives for Improvements
- Preparation of Draft and Final Master Plan
- Storm Drain Rate Study Update

Conclusion:

The project will result in comprehensive analysis of the City's existing system as well as provide recommendations for system improvements as well as a rate structure that funds the recommended improvements. The resulting hydraulic model will also provide a valuable tool for City Engineering Staff in expediting their evaluations of impacts to the City's storm drain network as development continues.

The project was selected, prioritized, and executed in accordance with the Public Works Capital Improvement Program, and budgeted utilizing Storm Sewer Funds, Unassigned Capital Improvements, and Enterprise Fund. City staff recommends approving the Agreement with Great West Engineering Inc., in the amount of \$450,327.57.

Fiscal Impact:

Storm Sewer Funds have been programmed and budgeted for this project.

Alternatives:

The City Commission could vote to deny the Professional Services Agreement, request Staff look for another Consultant to perform the service, or cancel the project. These actions would delay the project. It would also continue to delay the development review process when evaluating proposed additions to the City's network.

Attachments/Exhibits:

Professional Services Agreement

Exhibit A

Attachment A – Study Area Map

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 **GREAT WEST ENGINEERING INC.**, 2501 Belt View Drive, Helena, MT, 59601, 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 at the hourly rate(s) set forth in the Scope of Services, for a total not to exceed amount of **FOUR HUNDRED FIFTY THOUSAND THREE HUNDRED TWENTY-SEVEN AND 57/100 DOLLARS (\$450,327.57)** for services performed pursuant to the Scope of Services. 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.

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 negligence and/or errors or omissions in the performance of this Agreement and Consultant's work on the Construction Project or work of any subcontractor or supplier to Consultant. 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, materially changed, 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) \$1,000,000 per occurrence
(only if applicable) \$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 consistent with the professional standard of practice under similar circumstance and in the same location.

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.

14. **Liaison:** City’s designated liaison with Consultant is **Russell Brewer** and Consultant’s designated liaison with City is **Josh Sommer**.

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

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

GREAT WEST ENGINEERING, INC.

By: _____
Print Name:
Print Title:
Date:

By: _____
Print Name:
Print Title:
Date:

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

APPROVED AS TO FORM:

By _____
David G. Dennis, Interim 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
GREAT FALLS STORMWATER MASTER PLAN (O.F. 1361.6)
ENGINEERING SERVICES SCOPE OF WORK AND FEE PROPOSAL**

The ENGINEER agrees to provide professional services in connection with the preparation of a master plan and rate study for the entire CITY owned stormwater system in Great Falls, Montana.

The ENGINEER will perform analysis and prepare a master plan that includes an in depth summary of the existing drainage basins and drainage patterns, system layout, system capacities, system issues/deficiencies, analysis of alternatives, cost estimates for improvements, recommendations for system improvements and a rate study. The physical limits of the master plan study area are depicted on the map in **Attachment A**.

The analysis, master plan and rate study will be developed in the following five phases:

- Phase 1.0 – Review Existing System Information, Gather Layout Information, Project Management and Software Training
- Phase 2.0 – Drainage Delineations and Modeling of Existing System to Establish Capacities and Identification of Deficiencies
- Phase 3.0 – Evaluation of Alternatives for Improvements
- Phase 4.0 – Preparation of Draft and Final Master Plan
- Phase 5.0 – Storm Drainage Rate Study

PHASE 1.0 – REVIEW EXISTING SYSTEM INFORMATION, GATHER LAYOUT INFORMATION, PROJECT MANAGEMENT AND SOFTWARE TRAINING

- 1.1 Develop project scope of work and fee proposal, execute an agreement and setup project.
- 1.2 Attend two project scoping meetings with City Engineering and Public Works staff.
- 1.3 Coordinate with City staff to obtain the latest storm drain AutoCAD based mapping and as-built plans for the storm drain system.
- 1.4 Process existing LiDAR data to obtain a detailed contour map (1 foot contour interval) of the entire city.
- 1.5 Review the previous stormwater master plan and rate study.
- 1.6 Review the existing storm drain system layout and understand flow patterns and outfall locations.
- 1.7 Obtain available information for existing regional and private stormwater detention and/or retention ponds from the CITY, including storage capacities and outfall control information (orifice diameters, weir dimensions, etc.). It is understood that information

for detention/retention facilities on private commercial properties is only available from 2016 on. Documentation is generally included in engineering reports, which will be provided by the CITY. This task will include developing an inventory of all known detention/retention ponds and establishing which facilities will require topographical survey.

- 1.8 Perform survey of manhole rims and inlets where existing information is not available to establish rim and invert elevations and approximate storm drain pipe lengths between structures. This task will include processing of survey information. In general, the intent is to utilize the CITY's existing storm drain utility mapping and as-built plans, which have the majority of the manhole rim and invert elevations and pipe lengths already included. Field survey and measurements will only be performed where information is either missing in the existing mapping or as-builts or where discrepancies with the existing information arise. The areas anticipated to require pickup survey work are shown on an exhibit in **Attachment A**.
- 1.9 Perform field survey to establish actual volumes and outfall control configurations for twenty (20) CITY owned regional detention/retention facilities and up to seventy-five (75) detention/retention facilities located on commercial or institutional properties. This task will include processing of survey information. Survey will only be performed on ponds constructed prior to 2016. CITY provided engineering reports will be utilized to establish pond volumes and outfall configurations for ponds constructed after 2016. Existing engineering reports will also be relied upon for information on any subsurface detention/retention systems. The survey effort will include coordination with private property owners to allow for "right of entry" for the surveyors.
- 1.10 Facilitate and attend up to ten (10) coordination and review meetings with the Public Works and City Engineering staff to establish needs, discuss analysis and alternatives, obtain input and review deliverables. Minutes will be prepared and distributed for all meetings.
- 1.11 Provide up to 40 hours of AutoDesk Storm and Sanitary Analysis (SSA) software training to City Engineering staff at the City Engineering or Public Works office in Great Falls. The city staff being trained will utilize CITY owned computers and software for the training.
- 1.12 Provide general project management for the project, including ongoing coordination with the CITY and ENGINEER staff, preparation of progress reports and invoices, schedule and budget tracking and QC reviews of deliverables.

PHASE 2.0 – DRAINAGE DELINEATIONS AND MODELING OF EXISTING SYSTEM TO ESTABLISH CAPACITIES AND IDENTIFICATION OF DEFICIENCIES

- 2.1 Develop the network layout of the existing storm drain system in AutoDesk Storm and Sanitary Analysis (SSA) software. As described above in Phase 1.0, the CITY's AutoCad base map and as-built plans will be utilized to the extent possible to establish pipe lengths

and slopes and pickup survey information will be utilized for any additional information needed. It is anticipated that several separate models may be necessary to maintain files to reasonable sizes. For large basins, a separate model for each basin may be practical.

- 2.2 Verify major drainage basin delineations. Delineate sub-basins contributing storm water flows to each of the major junctions (manholes) in the storm drain networks. Enter basin data and characteristics for the Stormwater Management Model (SWMM) method into the modeling software. Existing LiDAR mapping for the study area will be utilized to delineate basins and to establish approximate ground slopes. Modeling of individual catch basin/drop inlets is outside the scope of this study.
- 2.3 Incorporate volume and outfall control information for detention/retention ponds into the models for the areas described above in 1.9. This information will be from a combination of field survey and from review of engineering reports for all ponds constructed after 2016.
- 2.4 Enter rainfall data for the 5-year / 2-hour, the 5-year / 24-hour, the 100-year / 2-hour and the 100-year / 24-hour storm events into the models.
- 2.5 The storm drain models for the existing systems will be run and refined for the various storm events to perform capacity analysis for the existing pipes and to identify areas of surcharging and overtopping. Overflow or bypass routes for the 100-year event will also be assessed for outfall locations.
- 2.6 Coordinate with City Public Works and Engineering staff to establish any portions of the system with known piping or structure deficiencies not related to capacity (structural failures, etc.). Televising performed by CITY staff will be coordinated by the ENGINEER for any areas requiring further investigation. Any televising completed by the CITY will be reviewed by the ENGINEER.

PHASE 3.0 – EVALUATION OF ALTERNATIVES FOR IMPROVEMENTS

- 3.1 Develop alternatives for storm drain system improvements, which may include extensions to areas lacking stormwater collection, larger pipe diameters for increased capacity, and additional catch basins/drop inlets. Televising of existing storm drains will be performed by the CITY for select areas if it is determined to be necessary as the study progresses. An iterative approach with the modeling will be taken to identify areas where increases in pipe sizes or additional inlets could be implemented to reduce or eliminate surcharging and surface ponding in problem areas.
- 3.2 Possible locations for new CITY owned regional storm water detention/retention ponds will be considered and coordinated with the CITY. Any feasible pond alternatives will be included in the modeling to identify the extent to which they could help alleviate downstream flooding issues. Future regional pond locations already identified in other engineering studies will also be established through coordination with the CITY and will be included in the modeling of alternatives (Loren Smith pond, Thaniel Addition, Volk Pond, south Great Falls, etc.).

- 3.3 Evaluate possible overflow routes and improvements for large storm events (50-year and 100-year events) in areas with significant flooding. One known area is along 2nd Street South in the vicinity of the Great Falls Builders Exchange.
- 3.4 Consider stormwater needs of known future commercial development and future residential development, especially at the current urban/rural interface. Additional growth areas will be established with CITY staff and incorporated into the proposed conditions models.
- 3.5 Evaluate alternatives for improving compliance with MS4 requirements. Existing and potential new regional detention/retention ponds will be assessed for their abilities to provide stormwater treatment. Retrofitting of existing regional ponds to provide treatment will be considered. The practicality for treatment structures inline with the storm drain system (hydrodynamic separators, etc.) will also be assessed.

PHASE 4.0 – PREPARATION OF DRAFT AND FINAL MASTER PLAN

- 4.1 Prepare the Introduction and Background Information sections of the master plan, including the following:
 - Purpose and scope of study
 - Planning area location, background, and physical characteristics
 - Environmental conditions
 - Growth and population trends
 - General existing storm drain system layout information
 - System improvement history
- 4.2 Prepare the Evaluation of Existing System and Identification of System Deficiencies and Improvement Needs sections of the master plan, including the following:
 - Summary of analysis criteria and modeling approach
 - Existing drainage basins and hydrology information
 - Summary of existing storm drain capacity analysis
 - Identification of system deficiencies and improvement needs
- 4.3 Prepare the Alternative Evaluation sections of the master plan, including the following:
 - Identify storm drainage system improvement alternatives
 - Development of conceptual layouts and considerations of construction issues, land requirements, impacts to other facilities, operation/maintenance requirements and preparation of cost estimates for alternatives

- Alternative screening and ranking, including consideration of criteria such as costs, O&M, constructability, permitting, environmental impacts and land acquisition.
 - Identify preferred alternative(s) and prioritization of improvements
- 4.4 Prepare Conclusions, Improvement Recommendations, and Implementation sections of the master plan, including the following:
- Prioritization of improvements
 - Financial plan
 - Conclusions
 - Recommendations
- 4.5 Submit six (6) hard copies and a pdf of the draft master plan for CITY review and comment.
- 4.6 Incorporate review comments and final revisions and submit final master plan. Provide six (6) hard copies and a pdf of the final master plan.

PHASE 5.0 – STORM DRAINAGE RATE STUDY

*Note: FCS Group will be leading the rate study. Their detailed work scope is attached in **Attachment B**.*

- 5.1 General project management and coordination with FCS Group throughout the rate study process.
- 5.2 Facilitate rate study kickoff meeting with the CITY and FCS Group and prepare meeting minutes.
- 5.3 Assist CITY with development of a stormwater capital improvement plan (CIP) and coordinate future improvement costs and timeframes with FCS Group.
- 5.4 Assist FCS Group with development of three scenarios in conjunction with the Revenue Requirement Analysis.
- 5.5 Participate in three (3) review meetings with FCS Group and the CITY to review Revenue Requirement Analysis results.
- 5.6 Review draft and final rate study technical report prepared by FCS Group. Coordinate CITY and ENGINEER comments with FCS Group.
- 5.7 Assist FCS Group with the rate study presentation at four (4) City Commission meetings.
- 5.8 Provide FCS Group with impervious surface area information and general assistance for development of Rate Structure and Rate Design.

OWNER FURNISHED ITEMS

OWNER shall provide:

1. Copy of the previous stormwater master plan.
2. Copy of last rate study and resolutions related to stormwater rates.
3. As-built or original storm drain system drawings.
4. Public Works staff assistance as needed for manhole access for survey.
5. Available information for potential future residential and commercial developments within the study area.
6. Televising of existing storm drains for selected areas if determined to be beneficial during the course of the study.
7. Capacity and outfall control information for existing and known future CITY owned regional detention/regional ponds
8. An inventory of private stormwater detention and/or retention facilities since 2016, including any associated engineering reports and calculations.
9. Any publication fees associated with notification of public hearings.

SCHEDULE

<u>Work Item</u>	<u>Completion Date</u>
Notice to Proceed	October 2022
Review Existing Information	December 2022
Inventory of Existing Facilities, Data Collection, Field Surveys	Spring 2023
Existing System Modeling and Evaluation	Fall 2023
Develop and Analyze Alternatives	Winter 2024
Complete Rate Study	Winter 2024
Submit Final Master Plan to City	Summer 2024

**ATTACHMENT A – STUDY AREA EXHIBIT AND ADDITIONAL STORM
DRAIN PICKUP SURVEY NEEDS EXHIBIT**

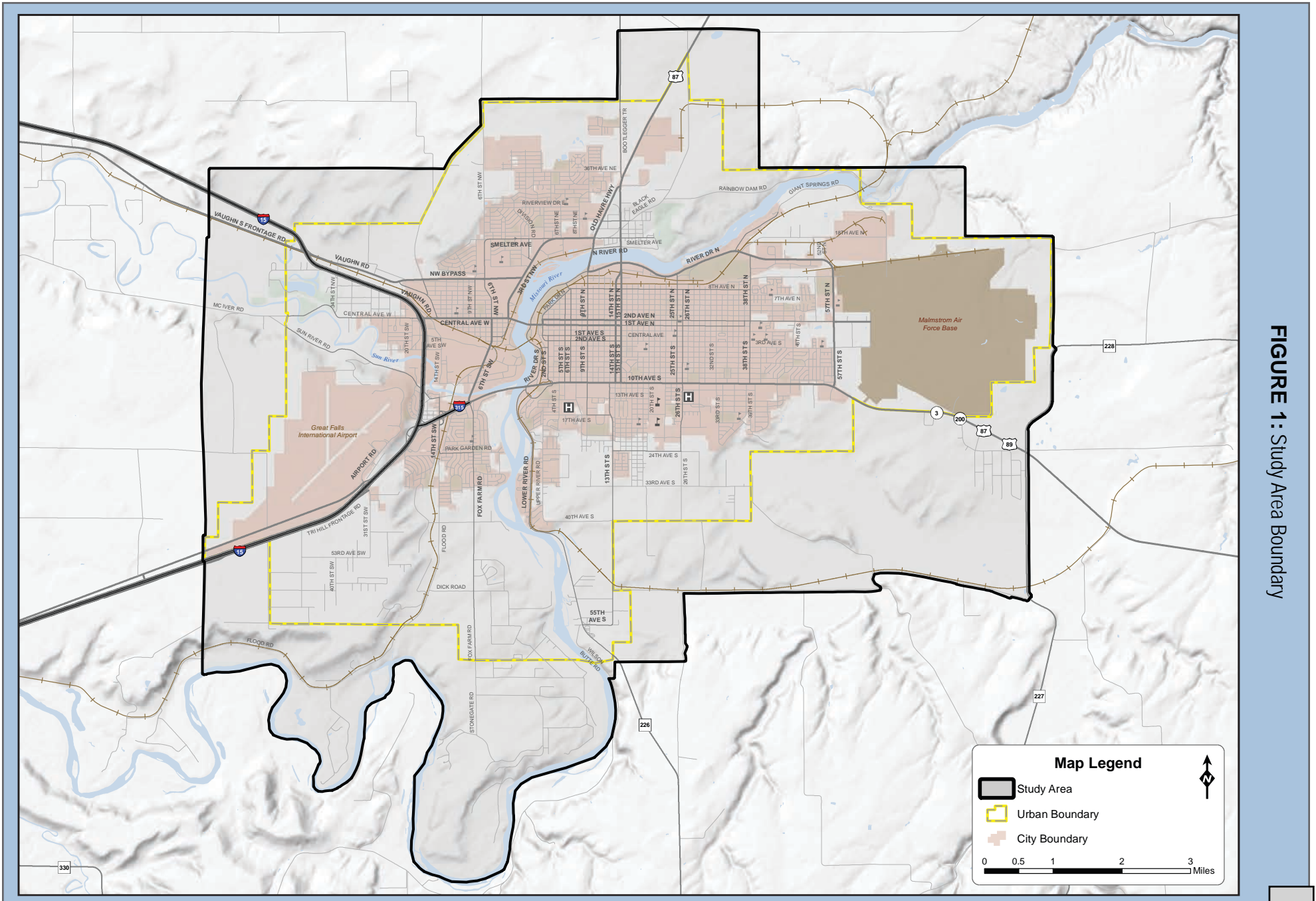
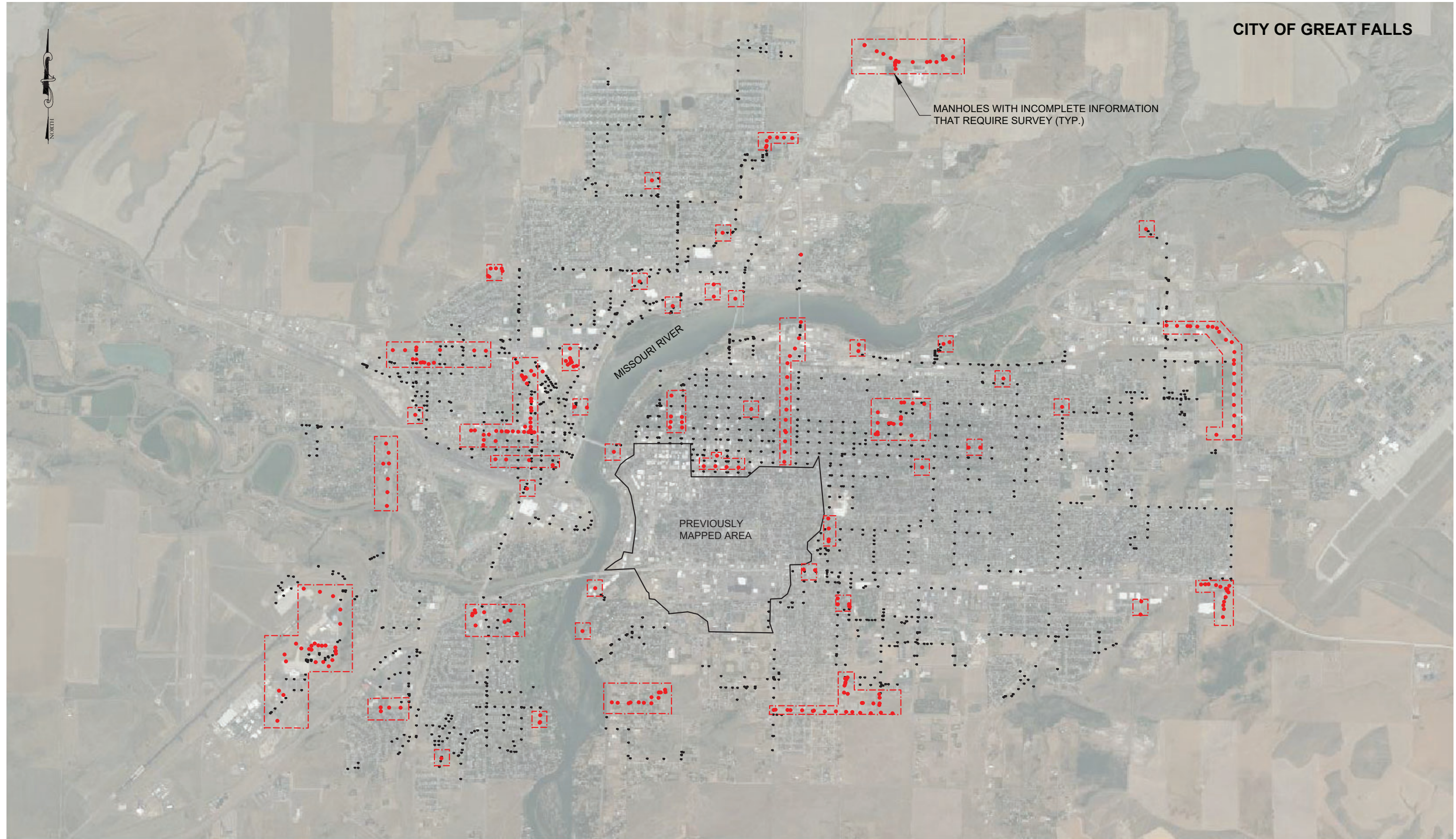


FIGURE 1: Study Area Boundary

CITY OF GREAT FALLS



LEGEND

- MANHOLES REQUIRING SURVEY
- MANHOLES W/ KNOWN RIM AND INVERT ELEVATIONS

TOTAL NUMBER OF MANHOLES =	2098
NUMBER OF MANHOLES PREVIOUSLY MAPPED =	243
MANHOLES REMAINING THAT REQUIRE SURVEY =	309
APPROX. NUMBER OF INLETS THAT REQUIRE SURVEY =	3500-6000

MANHOLE LOCATION MAP

CITY OF GREAT FALLS
STORMWATER MASTER PLAN



ATTACHMENT B – FCS GROUP SCOPE OF WORK

CITY OF GREAT FALLS

STORM DRAINAGE RATE STUDY

The City of Great Falls is completing a city-wide stormwater master plan. As a part of the plan, the City is requesting a utility rate study to support the operation, maintenance, and capital financial requirements over the planning period. The following task plan outlines the proposed scope of work for the rate study. The revised task plan is based on utility finance methodologies used throughout the industry as well as a discussion with staff from Great West Engineering on August 8, 2022 and subsequent revisions from City staff.

TASK PLAN

Task 1 | Project Initiation Meeting

A project initiation meeting will be scheduled before the commencement of the project with the consultant and City project team. This meeting will establish the goals and objectives of the rate study and focus the efforts of the project team. The items covered at the meeting include reviewing the scope of work, identifying project objectives, expectations, and deliverables, outlining the project schedule and key milestone review points and discussing appropriate lines of communication. We have budgeted this meeting to be conducted as a virtual video conference.

Task 2 | Data Collection and Validation

Prior to the kick-off meeting, we will provide the City project team with an initial data request related to the financial performance for the storm drainage utility as well as data related to customer billing, fixed assets, and approved/proposed capital improvements. FCS GROUP will follow-up with the City project team as needed for any additional information as required.

Task 3 | Revenue Requirement Analysis

The revenue requirement is defined as the total amount of rate revenue needed to meet the utility's financial obligations, including capital, operating, and policy-driven commitments. The results of the revenue requirement analysis will be the recommended percentage rate revenue increases or decreases needed to meet the obligations of the storm drainage service for 2023 and each year thereafter. If rate revenue adjustments are needed, class-specific adjustments will be determined as part of Task 5 (Rate Design and Rate Structure).

- The analysis will be developed using an Excel spreadsheet model that will be delivered to the City as a deliverable at the conclusion of the study.
- Up to three (3) scenarios will be developed in coordination with the City project team and Great West Engineering.

- FCS GROUP will facilitate three (3) review meetings with City staff to review preliminary results and revise the model based on discussion. These meetings are budgeted as video conference calls.

Task 4 | Documentation and Presentation

A draft technical report documenting the study will be provided to the City project team. The report will summarize the key assumptions, methodology, results, considerations, and recommendations. After staff review, revisions will be incorporated into a final report.

FCS GROUP will prepare materials and present the rate study recommendations at two (2) City Council work sessions. FCS GROUP will also attend two additional (2) City Council meetings – one meeting for the introduction of the resolution and one meeting for public comment/adoption.

Task 5 | Rate Structure and Rate Design

FCS GROUP will develop an issue paper on industry practices used by Montana municipalities and industry standards for stormwater rate structures (e.g., rates based on impervious surface area). The issue paper will present alternative structures for the City's consideration and recommend a course of action. Based on the City's preferred action, FCS GROUP would:

- Compile impervious surface area customer information that would be furnished by the City or Great West Engineering into the format needed to calculate rates.
- Apply the revenue requirement results and customer information to calculate the rates and rate structures. It is likely this rate structure will include charging residential and non-residential developed property the same rate per unit of impervious surface area but could include another structure of interest to the City.
 - » A multi-year rate schedule for residential and commercial customer classes will be designed that generates sufficient revenue and aligns with the recommended rate structure changes.
 - » Recommended rate structures will align with the requirements of City code, compatibility with the City's billing software, and the new stormwater design manual to ensure there are no discrepancies. If necessary, FCS GROUP will also identify potential changes to City code to align with proposed rate structures.
- Calculating a maximum credit percentage to be provided against utility rates for customers that implement on-site stormwater mitigation measures.
 - » FCS GROUP will evaluate the current City process for reviewing appeals from commercial and private property owners who retain more stormwater on site than is required by the City and provide recommendations to standardize and document the process.

Task 6 | Storm Water Management Facilities Charge

FCS GROUP will evaluate the cost basis for the existing storm water management facilities charge (\$250/acre) that is assessed on new development. We will explore and recommend a preferred structure to assess the facilities charge and re-calculate the charge based on the preferred structure and relevant utility costs.

SCHEDULE

The estimated schedule for the project is approximately five months after a notice to proceed is issued. Completion of the project is contingent upon timeliness of receipt of requested information, quality of data, and coordination between the City and FCS GROUP.

BUDGET

Our budget estimate for the study is \$50,240 for 240 professional consulting hours (\$209 average hourly rate).

Task Detail	Ghilarducci Principal	Hobson Manager	Analyst	Admin Support	Total Hours	Expenses	Budget Estimate
<i>Hourly Billing Rates</i>	\$280	\$205	\$145	\$90			
Task Plan							
Task 1 Project initiation meeting	2	4	2	2	10		\$1,850
Task 2 Data collection and validation	2	8	16	0	26		\$4,520
Task 3 Revenue requirement analysis	6	10	52	0	68		\$11,270
Task 4 Documentation and presentation	40	24	24	0	88	\$4,000	\$23,600
Task 5 Rate structure and rate design	6	12	16	0	34		\$6,460
Task 6 Storm water management facilities charge	2	4	8	0	14		\$2,540
Total Tasks	58	62	118	2	240		\$50,240

Our normal billing practice is to bill based on time and materials actually expended, not to exceed the total budget. We would be more than happy to negotiate the appropriate level of effort for this project, if we have scaled our approach out of line with the City’s needs and/or expectations.

ATTACHMENT C – FEE PROPOSAL

Great West Engineering, Inc.

WBS, Schedule and Budget

Project Title:	Great Falls Stormwater Master Plan
Client:	City of Great Falls
Project Number:	6-22131
Project Manager:	Josh Sommer

Cost Summary

Review Info, Gather Info, Project Management, Training	\$ 117,416.45
Drainage Delineations and Existing System Modeling	\$ 104,482.78
Evaluation of Alternatives for Improvements	\$ 75,927.00
Prepare Draft and Final Master Plan	\$ 62,077.34
Storm Drainage Rate Study	\$ 70,424.00
Miscellaneous	\$ 20,000.00

Total \$ 450,327.57

Phase and/or Task Code	Task Description	Task Manager	Totals		Total ODC	Total Hours	Resource Allocation										\$ 4,060.00	\$ 425.00	\$ -	\$ 4,485.00	\$ 4,891.00			
			Total Cost	Total Labor Cost			Engineer 6	Engineer 5	Engineer 4	Engineer 3	Designer	Surveyor	GIS Specialist	Grant Admin	Project Administrator	Project Assistant								
			\$ 450,327.57	\$ 374,096.57	76,231.0	2,608.0	3.0	461.0	80.0	640.0	1,197.0	175.0	13.0	-	25.0	14.0								
							Engineer 6	Engineer 5	Engineer 4	Engineer 3	Designer	Surveyor	GIS Specialist	Grant Admin	Project Administrator	Project Assistant	\$125 GPS	\$625/mile Mileage	Other	Total ODC (excl subs)	ODC Markup 10%			
							Enter hours (not \$) below in green shaded cells																	
1.0	Review Info, Gather Info, Project Management, Training		\$ 117,416.45	\$ 112,525.45	\$ 4,891.00	801.0	3.0	124.0	80.0	98.0	303.0	175.0	5.0	-	13.0	-				\$ 4,060.00	\$ 425.00	\$ -	\$ 4,485.00	\$ 4,891.00
1.1	Develop Scope of Work, Fee Proposal, Agreement and Project Setup		\$ 3,822.00	\$ 3,822.00	\$ -	21.0	1.0	18.0		1.0					1.0									
1.2	Project Scoping Meetings w/ City (2 Each)		\$ 866.00	\$ 866.00	\$ -	5.0				2.0														
1.3	Coordination w/ City to Gather Latest Base Maps and As-Built Plans		\$ 988.00	\$ 988.00	\$ -	6.0				2.0														
1.4	Process Existing LIDAR Data		\$ 973.45	\$ 973.45	\$ -	8.0				2.0			5.0											
1.5	Review Previous Master Plan and Rate Study Information		\$ 2,720.00	\$ 2,720.00	\$ -	16.0				8.0														
1.6	Review Existing Storm Drain Flow Patterns and Outfall		\$ 2,668.00	\$ 2,668.00	\$ -	18.0				4.0		8.0												
1.7	Coordinate w/ City to Obtain Engineering Reports for Detention/Retention Ponds		\$ 6,967.00	\$ 6,967.00	\$ -	51.0				4.0		12.0	35.0											
1.8	Pick-Up Survey for Manholes and Inlets		\$ 52,417.00	\$ 48,938.00	\$ 3,479.00	393.0				8.0		25.0	185.0	175.0						\$ 2,890.00	\$ 300.00		\$ 3,190.00	\$ 3,479.00
1.9	Topographical Survey of Detention/Retention Ponds		\$ 16,099.00	\$ 14,687.00	\$ 1,412.00	107.0				12.0		20.0	75.0							\$ 1,170.00	\$ 125.00		\$ 1,295.00	\$ 1,412.00
1.10	Coordination Meetings w/ City and Preparation of Minutes (10 Each)		\$ 5,520.00	\$ 5,520.00	\$ -	32.0				20.0		10.0												
1.11	Provide SSA Training for City Staff		\$ 15,516.00	\$ 15,516.00	\$ -	94.0				4.0	80.0	8.0												
1.12	General Project Management		\$ 8,860.00	\$ 8,860.00	\$ -	50.0				2.0	40.0													
2.0	Drainage Delineations and Existing System Modeling		\$ 104,482.78	\$ 104,482.78	\$ -	755.0		68.0		207.0	475.0		2.0		3.0									
2.1	Develop Network Layout of Existing System in SSA		\$ 32,346.00	\$ 32,346.00	\$ -	237.0		16.0		60.0	160.0				1.0									
2.2	Delineate Drainage Basins and Sub-Basins and Incorporate into SSA		\$ 38,236.78	\$ 38,236.78	\$ -	278.0		20.0		80.0	175.0		2.0		1.0									
2.3	Incorporate Depth/Volume Relationship Info and Outlet Info for Ponds into SSA		\$ 12,838.00	\$ 12,838.00	\$ -	93.0		8.0		25.0	60.0													
2.4	Enter Rainfall Data into SSA		\$ 808.00	\$ 808.00	\$ -	6.0				2.0	4.0													
2.5	Run and Refine Existing Conditions Models and Evaluate Overflows at Outfalls		\$ 15,866.00	\$ 15,866.00	\$ -	111.0		16.0		35.0	60.0													
2.6	Coordinate w/ City on Any Known Piping /Structure Deficiencies and Coordinate Televising		\$ 4,388.00	\$ 4,388.00	\$ -	30.0		8.0		5.0	16.0				1.0									
3.0	Evaluation of Alternatives for Improvements		\$ 75,927.00	\$ 75,927.00	\$ -	521.0		98.0		166.0	255.0				2.0									
3.1	Develop Alternatives for Storm Drain Improvements		\$ 39,890.00	\$ 39,890.00	\$ -	281.0		40.0		80.0	160.0				1.0									
3.2	Identify Possible Locations for New Regional Detention/Retention Facilities		\$ 10,680.00	\$ 10,680.00	\$ -	71.0				20.0	30.0				1.0									
3.3	Evaluate Overflow Routes/Improvements for Large Storm Events in Areas of Flooding		\$ 8,437.00	\$ 8,437.00	\$ -	57.0				12.0	20.0	25.0												
3.4	Consider Stormwater Facility Needs for Future Developments		\$ 6,452.00	\$ 6,452.00	\$ -	44.0				8.0	16.0	20.0												
3.5	Evaluate Alternatives for Improving MS4 Compliance		\$ 10,468.00	\$ 10,468.00	\$ -	68.0				18.0	30.0	20.0												
4.0	Prepare Draft and Final Master Plan		\$ 62,077.34	\$ 60,977.34	\$ 1,100.00	409.0		107.0		134.0	144.0		6.0		4.0	14.0								
4.1	Prepare Report Introduction and Background Information		\$ 4,007.78	\$ 4,007.78	\$ -	27.0		8.0		8.0	8.0		2.0		1.0									
4.2	Prepare Report Evaluation of Existing System, Deficiencies and Improvement Needs		\$ 14,557.78	\$ 14,557.78	\$ -	98.0		25.0		30.0	40.0		2.0		1.0									
4.3	Prepare Report Alternative Evaluation		\$ 24,467.78	\$ 24,467.78	\$ -	163.0		40.0		60.0	60.0		2.0		1.0									
4.4	Prepare Report Conclusions, Recommendations and Implementation Plan		\$ 7,412.00	\$ 7,412.00	\$ -	47.0		16.0		20.0	8.0				2.0	1.0								
4.5	Assemble and Deliver Six Hard Copies of Draft Master Plan		\$ 2,922.00	\$ 2,372.00	\$ 550.00	18.0		2.0		4.0	8.0				4.0							\$ 500.00	\$ 550.00	
4.6	Incorporate Final Revisions, Assemble and Deliver Six Hard Copies of Final Master Plan		\$ 8,710.00	\$ 8,160.00	\$ 550.00	56.0		16.0		12.0	20.0				2.0	6.0						\$ 500.00	\$ 550.00	
5.0	Storm Drainage Rate Study		\$ 70,424.00	\$ 20,184.00	\$ 50,240.00	122.0		64.0		35.0	20.0				3.0									
5.1	General Project Management and Coordination w/ FCS Group		\$ 53,502.00	\$ 3,262.00	\$ 50,240.00	19.0		12.0		5.0					2.0							\$ 50,240.00	\$ 50,240.00	\$ 50,240.00
5.2	Facilitate Rate Study Kickoff Meeting and Prepare Minutes		\$ 744.00	\$ 744.00	\$ -	4.0		4.0																
5.3	Assist w/ Stormwater CIP Development and Coordinate Project Costs and Timeframes w/ FCS		\$ 5,196.00	\$ 5,196.00	\$ -	32.0		12.0		16.0	4.0													
5.4	Assist FCS w/ Development of Three Scenarios Under the Revenue Requirement Analysis Task		\$ 1,732.00	\$ 1,732.00	\$ -	10.0		6.0		4.0														
5.5	Participate in Three Review Meetings w/ City and FCS Group		\$ 1,488.00	\$ 1,488.00	\$ -	8.0		8.0																
5.6	Review Draft and Final Rate Study and Coordinate Comments		\$ 1,424.00	\$ 1,424.00	\$ -	8.0		6.0		2.0														
5.7	Assist FCS Group w/ Rate Study Presentation at Four City Commission Meetings		\$ 2,606.00	\$ 2,606.00	\$ -	15.0		10.0		4.0					1.0									
5.8	Provide FCS w/ Impervious Area Info and Provide General Assistance w/ Technical Info.		\$ 3,732.00	\$ 3,732.00	\$ -	26.0		6.0		4.0	16.0													
6.0	Miscellaneous		\$ 20,000.00	\$ -	\$ 20,000.00	-																\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
6.1	Miscellaneous Services		\$ 20,000.00	\$ -	\$ 20,000.00	-																\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
			\$ -	\$ -	\$ -	-																\$ -	\$ -	\$ -
			\$ 450,327.57	\$ 374,096.57	\$ 76,231.00	2,608.00	3.0	461.0	80.0	640.0	1,197.0	175.0	13.0	-	25.0	14.0				\$ 4,060.00	\$ 425.00	\$ -	\$ 4,485.00	\$ 4,891.00

ATTACHMENT D – INSURANCE CERTIFICATES

POLICY NUMBER: 20UEGEG9482
 INSURED: Great West Engineering, Inc.

COMMERCIAL AUTOMOBILE
 HA 99 16 03 12

ADDITIONAL COVERAGES WHEN REQUIRED BY WRITTEN CONTRACT

This is a summary of the coverage provided under the following form (complete form available):

COMMERCIAL AUTOMOBILE COVERAGE FORM HA 99 16 03 12

Additional Insured if Required by Contract

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who is and Insured with regard to the ownership, maintenance or use of a covered "auto."

Primary and Non-Contributory

Only with respect to insurance provided to an additional insured in 1.D. – Additional Insured If Required by contract, the following provisions apply:

- 1) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance Clause.
- 2) **Primary and Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other that this insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by method described in Other Insurance 5.d.

Waiver of Subrogation

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payment we make for damages under the Coverage Form.

POLICY NUMBER: 20SBWBA6092
 INSURED: Great West Engineering, Inc.

BUSINESS LIABILITY COVERAGE
 SS 00 08 04 05

ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the coverage provided under the following form (complete form available):

BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05

Additional Insured When Required by Written Contract, Written Agreement or Permit

WHO IS AN INSURED under Section C. is amended to include as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

When You Add Others As An Additional Insured To This Insurance: That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

- (a) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
- (b) **Primary And Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Waiver of Subrogation

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage

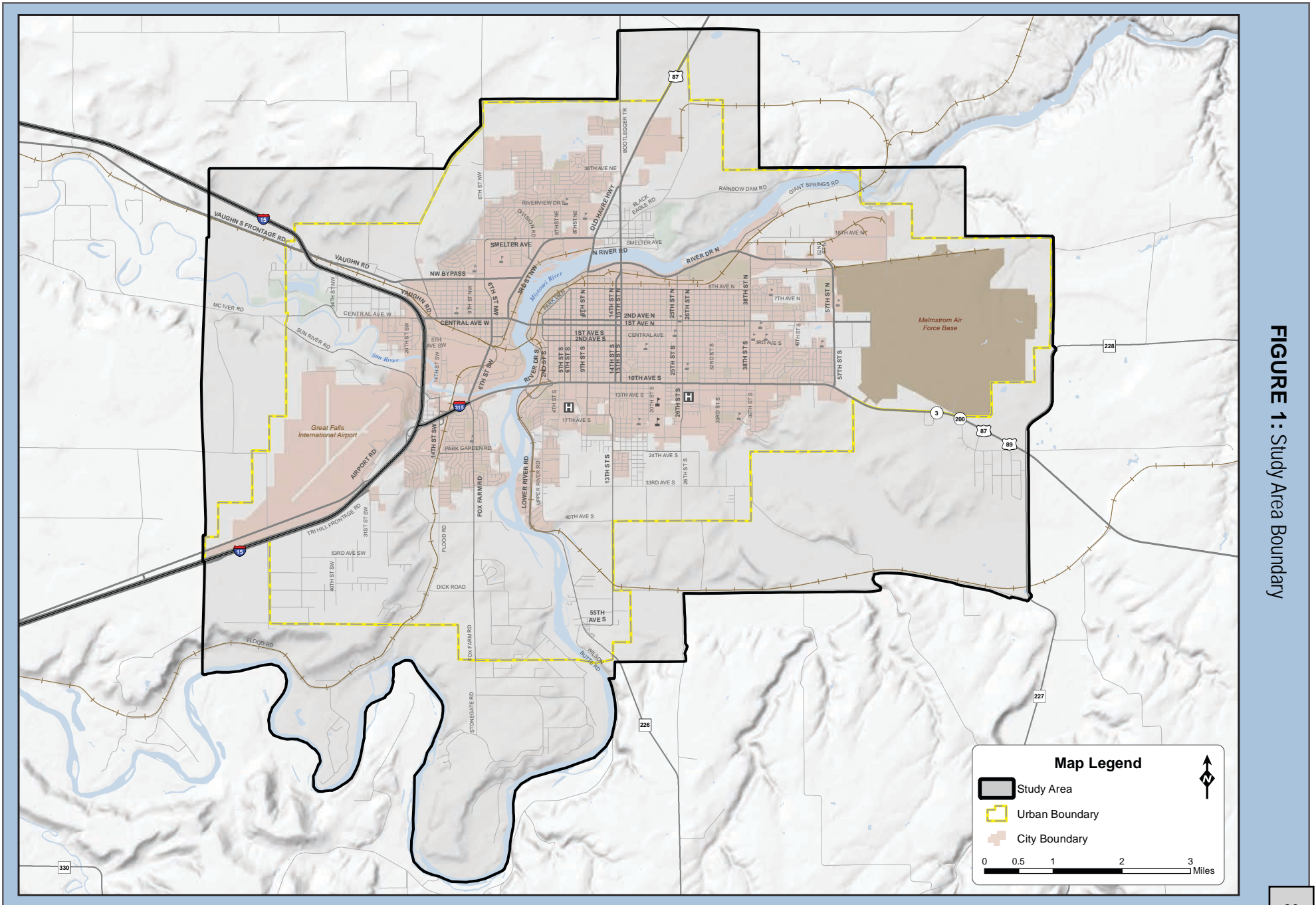


FIGURE 1: Study Area Boundary



Commission Meeting Date: October 18, 2022
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Extend a natural gas supply contract with Energy West Resources

From: Melissa Kinzler, Finance Director

Initiated By: Contract with Energy West Resources expires October 31, 2022

Presented By: Melissa Kinzler, Finance Director

Action Requested: Approve natural gas supply contract with Energy West Resources

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/reject) a natural gas supply contract with Energy West Resources for one year.”

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

Staff Recommendation: Staff recommends the City Commission approve an extension of the natural gas supply contract with Energy West Resources (Energy West) for one year.

Background: In November, 2017, the City of Great Falls (City) sought the services of a natural gas supply consultant and retained the services of Jim Morin. Jim Morin evaluated the current natural gas supply contract and determined that the most competitive approach would be to extend the city’s current contract with Energy West. The contract was entered into November 1, 2017. The first 2 years of the contract were at a fixed price full requirements at \$3.37/Mmbtu and the remaining three years of the contract at an Aeco 7A Index plus adder of \$0.682/Mmbtu with an option to fix that index in the future. In the last three years of the contract, the City entered into a fixed rate contract at \$2.70/Mmbtu. This contract expires October 31, 2022.

Jim Morin of PowerGas Corporation has evaluated the City of Great Falls natural gas supply options once again. Because of the limited supply options of the natural gas supply market, the volatility of the gas pricing since the beginning of 2021, and the volume of supply the City needs, the City will not have the option of a fixed price full requirement option. In addition, there will be limited term options. But by extending the natural gas supply contract with Energy West it will allow the City to negotiate future natural gas supply contracts. If the City does not enter into a natural gas supply contract, the City will default to NorthWestern Energy and lose any ability to negotiate any future natural gas supply contracts. It is estimated that being able to negotiate a natural gas contract has saved the City as much as \$55,000 a year.

Jim Morin recommends that the City extend the natural gas supply contract with Energy West for one year with an option to extend for a second year upon a 60-day notification.

Energy West has forwarded a price offer to the City for either a one or two year term option at AECO C/NIT 7 (a), as published by the Canadian Gas Price Reporter, plus \$.65/Mmbtu.

Fiscal Impact: The estimated fiscal impact is an increase of \$45,939 for the year.

Alternatives: The City could reject the offer from Energy West. But, this would mean that the City could no longer negotiate future natural gas supply contracts.

Attachments/Exhibits: Energy West contract



Commission Meeting Date: October 18, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: CDBG & HOME 2023-2024 Annual Action Plan Public Needs Hearing

From: Planning & Community Development Department

Initiated By: Tonya Shumaker, CDBG Administrator, Planning & Community Development

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

Action Requested: Set the Public Needs Hearing for November 1, 2022 for the CDBG & HOME 2023-2024 Annual Action Plan

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing for November 1, 2022, to receive public comment on the needs within the community related to the use of CDBG and HOME funds.”

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

Staff Recommendation: Staff recommends the City Commission set November 1, 2022, as the public hearing date for citizen comments regarding needs of the community that may be addressed with Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds.

Summary: Holding a Public Needs Hearing to receive community input on the needs within the community is a requirement outlined in the City’s Citizen Participation Plan submitted with the City’s Five Year Consolidated Plan to the U.S. Department of Housing and Urban Development (HUD). The Public Needs Hearing is the first formal opportunity for the public as well as subrecipient agencies to impact the priorities the City will outline in the development of its Annual Action Plan submission to HUD.

Background: CDBG and HOME programs are federal programs administered by HUD to help fund local community development programs including affordable housing, public service agency assistance, economic development and public infrastructure projects. The primary goal of these programs is to assist low and moderate income (LMI) persons in Great Falls. State and local governments receive funding from HUD based on a formula derived from population and housing statistics. HUD requires public input, especially input from lower income citizens and the agencies representing them, on issues and needs of the community. The Commission will be asked to give consideration to citizen comments received during this public hearing when determining funding priorities for the CDBG and the HOME Grant Program.

For the 2023-2024 Program Year the City will start a competitive application process for CDBG funded projects once again. The last several years the City has operated on a year round application process; however it has left the City in a position that has made timely spending of CDBG funding a challenge. Staff believes that re-instituting a competitive application submission held earlier in the fiscal year will help to ensure timely performance of projects and timely utilization of CDBG funding. The Public Needs Hearing will be followed by the CDBG application process for projects expected to be completed during the 2023-2024 Program Year. Please note that HOME funding will continue to be awarded on a year round basis at this time.

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 \$764,295 in CDBG funds and \$319,759 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 Program Year 2023/2024.



Commission Meeting Date: October 18, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Request from the Business Improvement District to use Downtown Urban Renewal District Tax Increment Financing (TIF) funds for costs associated with the design and construction of lighting on the exterior of ten (10) buildings at the location of 24 ArtsFest murals.

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

Initiated By: Great Falls Business Improvement District

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

Action Requested: Approval of Tax Increment Financing funds

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the Business Improvement District’s Application for expenditure of Downtown Urban Renewal District Tax Increment Financing funds in the amount of \$150,000 for the design and installation of the alley lighting project.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Staff Recommendation: On July 27th, 2022, the Downtown Development Partnership met and recommended approval for the expenditure. Staff is also recommending approval of the request for expending of \$150,000 for the design and installation of alley and mural lighting on the ten buildings contained in the applicant’s request.

Summary: The Business Improvement District is proposing to design and install lighting on the exterior of ten different Downtown buildings for the purpose of implementing additional safety and security measures around 24 ArtsFest murals. These areas have been identified as having seen an increase in pedestrian traffic, but also extended viewing hours, and therefore are in need of further lighting to create a higher level of safety.

Applicant's Request: The project includes the design and installation of lighting on ten building locations. The Business Improvement District has requested \$150,000 to cover the cost of the contract for an electrical engineer to design the lighting plan, and then a contract with an electrical contractor to complete the installation. The estimated cost for design is \$25,000, while installation is projected to cost approximately \$125,000. The locations proposed for building mural lighting installation are:

- 101 Central Avenue
- 111 Central Avenue
- 15 5th Street South
- 17 7th Street South
- 504 Central Avenue
- 509 1st Avenue North
- 509 1st Avenue South
- 612 1st Avenue South
- 618 Central Avenue
- 8 5th Street North

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

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

City of Great Falls TIF Review Criteria:

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

Staff Analysis: The proposed project does not include any public infrastructure improvements. However, the additional lighting will increase environmental safety throughout, and benefit the entire Downtown district. In addition to providing lighting for the recently installed murals, the request has the ancillary benefit of providing more lighting for the adjoining public alleyways.

2. **Economic Stimulus** - The amount of economic activity to be generated within a district through the development is assessed, as well as the leverage ratio of public to private investment. In general, the maximum limit of any one development is 10% of the construction/rehabilitation costs, exclusive of acquisition costs. Projects demonstrating extraordinary benefit to Districts or the community may, at the discretion of City Commission, receive additional TIF assistance for

eligible items. All applications should contain credible, measurable information substantiating the project's economic stimulus in the District and the community.

Staff Analysis: The proposed project is not only increasing safety, but is also highlighting the murals. Over time, the installation of these ArtsFest murals promotes increased economic activity through the attraction and encouragement of visitors to Downtown, and thus impacts the amount of business the Downtown District sees.

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

Staff Analysis: This project will help highlight 24 murals that were created through ArtsFest, and provide additional safety, thus stimulating activity downtown. While the installation of lighting is a relatively minor alteration to each building, the commitment shown by providing TIF funds creates more momentum for additional private investment by building owners in the downtown. This allows for future generation of additional property tax revenue for the TIF District.

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

Staff Analysis: There will be no permanent or part-time jobs generated by the finished lighting product itself. However, the expenditure of funds for the lighting project will lead to short term benefits for both the selected design firm and selected contractor for the project.

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

Staff Analysis: The Downtown Master Plan identified objectives such as reducing/removing the opportunity for crime to occur, preventing crime by designing a physical environment that positively influences human behavior, and promoting positive interactions for those frequenting Downtown. The addition of lighting on the exterior of the identified buildings will increase environmental safety around the murals, and mitigate crime. As the applicant has identified, lighting and murals are crime deterrents, and will further promote the elimination of blight within the district.

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

Staff Analysis: Staff does not view the applicant's request as a special or unique opportunity. However, the project represents an opportunity for the combined benefit of highlighting murals and implementing alley lighting in a single project request.

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

Staff Analysis: There are no environmental impacts associated with the applicant's request, other than positive environmental safety impacts. The investment proposed for lighting the murals could have a positive impact on additional mural development downtown as well as private investment in more lighting and security measures.

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

Staff Analysis: The applicant is also receiving \$5,000 from NorthWestern Energy in support of this effort. This project is not seeking any other funding sources.

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

Staff Analysis: The property owners agreed to be active participants in this project, and there are 24 existing murals that need lighting. The project will be almost entirely funded through this TIF request.

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

Staff Analysis: The Great Falls Business Improvement District has been involved with successful development initiatives in the Downtown and has been awarded TIF funds for a multitude of other projects in the past. They are fully capable of undertaking the proposed project.

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

Staff Analysis: The applicant has stated that at the time of approval of this application, they will begin contracting with an electrical engineer and start the bidding process for an electrical contractor. They expect to complete the project within the next twelve (12) months.

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

Staff Analysis: Because the BID is the applicant for this request, this criterion is not applicable.

Determination of Appropriateness: The request from the BID was discussed with legal counsel and found to be eligible according to Montana Code Annotated (MCA) guidance as well as conformance with the Downtown Urban Renewal Plan. If the request is approved by the City Commission, the applicant and each affected property owner are required to enter into a Development Agreement with the City. One of the ten required agreements, for 101 Central Avenue, is attached for reference.

Fiscal Impact: The City's Downtown TIF fund has a current cash balance of \$3,889,035. Notwithstanding debt service payments and any other obligations, there is adequate funding in the TIF district to fulfill the request.

Alternatives: The City Commission could deny the request. This would require the applicant to fund the project through other sources. It is unlikely that the project can proceed without TIF funding.

Concurrences: The City's outside legal counsel has determined that the applicant's request of design and installation of lighting is eligible for TIF funding consideration.

Attachments/Exhibits:

Application

Development Agreement for 101 Central

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

Project Name: Alley Lighting of ten existing ArtsFest mural installations

Date submitted: June 13, 2022

Name of TIF District: Downtown TIF District

APPLICANT INFORMATION

Name: Great Falls Business Improvement District

Address: 318 Central Avenue, Great Falls MT 59401

Telephone: (406) 727-5430

DEVELOPMENT INFORMATION

1. Building Address: Multiple Addresses: 101 Central Avenue, 111 Central Avenue, 15 5th Street South, 17 7th Street South, 504 Central Avenue, 509 1st Avenue North, 509 1st Avenue South, 612 1st Avenue South, 618 Central Avenue, 8 5th Street North

2. Legal Description:

3. Ownership: All property owners involved in the lighting of the murals on their building have agreed to be active participants in this project. The BID will be coordinating the hiring for design, and the hiring and contracting with an eligible electrician; the property owners will be responsible for the monthly electrical charges.

101 Central Avenue is Parcel #159735 and is owned by Context LLC

111 Central Avenue is Parcel #159700 and is owned by Context LLC

15 5th Street South is Parcel #651501 and is owned by L'Heureux Page Werner PC

17 7th Street South is Parcel #189075 and is owned by Big Sky Development Ent

504 Central Avenue is Parcel #189700 and is owned by Fly Away LLC

509 1st Avenue North is Parcel #157600 and is owned by Kunz Jason R

509 1st Avenue South is Parcel #651505 and is owned by Neighborhood Housing Services Inc

612 1st Avenue South is Parcel #195050 and is owned by Fuller Linda Jean

618 Central Avenue is Parcel #189250 and is owned by Spencer Timothy W/Hughes Rebecca & Michael

8 5th Street North is Parcel #160950 and is owned by Balthazar Enterprises LLC

4. Address: Noted under #1 and #3 above

5. If property is not owned by the Applicant, list leasehold interest: (*Attach evidentiary materials*).

Name: Not applicable

Address: Not applicable

6. Existing/Proposed Businesses: Great Falls Business Improvement District

Business Description:

The Great Falls Business Improvement District (BID) is the focal point of regional commerce for social, cultural, governmental, business and residential activity in downtown Great Falls. The goal of the BID is to maintain, beautify, and stimulate development in Great Falls’ historic downtown district. The BID is operated by an all-volunteer Board of Directors who are property owners or their designated representatives within the district; with additional administrative support within their office setting. All board members are appointed by the City Commission.

The BID has proven itself to be a vital part of the downtown area providing for improvement and beautification. The BID has been the organizer of the annual mural festival in Great Falls, known as ArtsFest MONTANA. Since its inception in 2019 we have installed 24 murals on 10 buildings in Downtown Great Falls. With this application we are seeking funding to get these murals lit up at night, for safety and security reasons. The areas where murals have been installed have become much more heavily trafficked as many now venture out at all hours of the day to view the artwork that has been installed since ArtsFest launched.

7. Employment: Existing FTE Jobs: None directly by BID

New Permanent FTE Jobs created by project: None Construction FTE jobs: None

8. Architectural/Engineering Firm: Will be hired upon a competitive bidding process

Address:

Representative:

9. Please provide a description of the Total Project Development (attach a narrative explanation).

This application seeks up to a maximum of \$150,000 to contract with an electrical engineering firm for design, and then, following a competitive bidding process, to contract with an electrician to install lighting on the exterior of the ten building locations that have had 24 murals installed on them since ArtsFest MONTANA launched in 2019. The addresses of these ten locations are noted above.

Northwestern Energy has supported this effort by providing \$5,000 toward the BID’s efforts to light the existing murals.

Upon approval of this application, the BID will contract with an electrical engineer to draft bidding documents and conduct a public bidding process seeking bids from qualified electricians. Upon completion of the public bidding process, an electrician will be selected and contracted with to commence installation of the lighting on the ten locations.

The primary goals of this project are to:

- 1) Increase safety and security in the Downtown corridor by lighting areas that now experience heavier traffic.
 - a. Lighting is the first line of defense for any type of crime prevention (CPTED principle);
 - b. Extra lighting makes an area safer;
 - c. Murals are a known crime deterrent.
- 2) Enhancement of Downtown for our out of town guests and visitors to Great Falls.
 - a. We need to showcase our amazing assets

10. Please provide rehabilitation/construction plans (attach schematics, site and landscaping plans).
Not applicable

11. What is the development schedule or estimate completion date for the Total Project Development? The Total Project Development is best defined as the entire development, not just the TIF improvement (please include project phasing if appropriate).

Funds will be expended as the expenses occur. The project is expected to be completed within the next fiscal year.

12. Do you plan on asking for any other tax abatement, grants, tax credits or other forms of relief? If so, what type?

No, not for this project.

13. Please describe your funding needs and the anticipated timing schedule for your identified Eligible TIF Activities.

The BID requests approval of up to a maximum of \$150,000 to complete the alley lighting project within the next twelve months.

14. Please indicate the amount of Public Infrastructure Need and the amount of Public Infrastructure being request to be financed by the TIF District.

Not applicable

TOTAL PROJECT DEVELOPMENT COSTS

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

Land and Site Preparation Improvements	\$ 0
Construction/Rehabilitation Costs	\$ 0
Equipment Costs	\$ 0
Total Project Development Costs	\$ 0

Land Acquisition

Total	Amount requested from TIF	Timing for Funds
\$0	\$0	Not applicable

Demolition and Removal of Structure

Total	Amount requested from TIF	Timing for Funds
\$0	\$0	Not applicable

Relocation of Occupants

Total	Amount requested from TIF	Timing for Funds
\$0	\$0	Not applicable

Public Improvements

Total	Amount requested from TIF	Timing for Funds
\$125,000	\$125,000	As expenses are incurred

Fees (associated with eligible activities)

Total	Amount requested from TIF	Timing for Funds
\$25,000	\$25,000	As expenses are incurred

CERTIFICATION

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

Signature Joan Redeen
Joan Redeen

Title Community Director, Great Falls Business Improvement District

Address 318 Central Avenue, Great Falls MT 59401

Date June 13, 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is dated as of _____, 2022, among the CITY OF GREAT FALLS, a municipal corporation of the State of Montana (the “**City**”), the GREAT FALLS BUSINESS IMPROVEMENT DISTRICT (“**BID**”), and each person or entity listed on Exhibit A hereto (each, together with their respective successors, assigns and heirs, a “**Property Owner**”).

WITNESSETH:

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

WHEREAS, the City Commission of the City (the “**Commission**”), pursuant to the Act and Ordinance No. 3088, duly adopted on May 15, 2012, as amended by Ordinance No. 3222 adopted on October 6, 2020 and Ordinance No. 3247 adopted on August 16, 2022 (as such may be further amended and supplemented, the “**Ordinance**”), created an urban renewal district known as the Downtown Urban Renewal District (the “**District**”) and adopted the Downtown Urban Renewal Plan (the “**Plan**”) containing a tax increment financing provision; and

WHEREAS, BID is the organizer of the annual mural festival in the City, known as ArtsFest MONTANA, which since 2019 has resulted in the installation of 24 murals on ten buildings located in the District; and

WHEREAS, BID submitted an Application for City of Great Falls Tax Increment Financing (TIF) Funds dated June 13, 2022 (the “**Application**”) for tax increment financing assistance with respect to the design, engineering, construction and installation of lighting for the 24 murals as further described on Exhibit B hereto (the “**Infrastructure Improvements**”), which will enhance security and safety in the District as well as help provide for enjoyment of the murals at night time; and

WHEREAS, the City has determined that the Infrastructure Improvements are authorized by the Plan, and pursuant to Resolution No. 10480, duly adopted on October 18, 2022, the City is authorized to enter into this Agreement which sets forth the obligations and commitments of the City, BID and each Property Owner with respect to the Infrastructure Improvements.

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

Section 1. Definitions; Rules of Interpretation; Exhibits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Property**” means the property in the District where the Infrastructure Improvements will be constructed and installed, as described on Exhibit A hereto.

“**Property Owner**” have the meaning given such term in the preamble.

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

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

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

1.2. Rules of Interpretation.

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

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

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

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

Exhibit A—Schedule of Property Owners and Property

Exhibit B—Infrastructure Improvements

Exhibit C—Costs and Sources of Funds

Exhibit D—Form of Requisition

Section 2. Representations, Covenants and Agreements.

2.1. City Representations, Covenants and Agreements. The City hereby represents, covenants and agrees as follows:

(a) Subject to the terms and conditions of this Agreement, the City is committed to paying or reimbursing BID \$150,000 with respect to the costs of design, engineering, construction and installation of the Infrastructure Improvements as set forth on Exhibit B and Exhibit C hereto.

(b) The City is authorized by law to enter into this Agreement and apply Tax Increment funds on hand in order to carry out its commitments hereunder.

2.2. BID Representations, Covenants and Agreements. BID hereby represents, covenants and agrees as follows:

(a) BID is a business improvement district created by the City pursuant to Resolution No. 8279, as amended and supplemented (the “**BID Resolution**”) and Title 7, Chapter 12, Part 11, Montana Code Annotated, for the purpose of maintaining, beautifying and stimulating development in the City’s historic downtown.

(b) The representations and warranties of BID in the Application are true and correct as of the date hereof.

(c) BID estimates the total cost of the Infrastructure Improvements is \$150,000 as described in Exhibit C hereto.

(d) BID has the requisite power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder. The execution and delivery of this Agreement by BID and the consummation by BID of the transactions contemplated hereby have been duly authorized by all necessary action on the part of BID. BID has duly executed this Agreement and this Agreement constitutes the valid and binding obligation of BID, enforceable against BID in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies, and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(e) Neither the execution and delivery by BID of this Agreement or the performance by BID of its obligations hereunder is prohibited by, limited by, conflicts with or results in a breach or default of the terms, conditions or provisions of the BID Resolution or any other resolution of BID, any applicable federal, State and local law, rule, regulation or ordinance, any evidence of indebtedness, agreement or instrument of whatever nature to which BID is now a party or by which it is bound, or any currently effective court order, writ, judgment, injunction, decree, or award that names and has been entered against BID.

(f) No consent, approval, authorization or order of, or filing with, any governmental authority is required to be obtained or made by BID in connection with the execution and delivery by BID of this Agreement or the performance by BID of its obligations hereunder, in each case that has not been obtained or made or as will be obtained or made in accordance with Article 3 hereof.

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

2.3. Property Owner Representations, Covenants and Agreements. Each Property Owner hereby represents, covenants and agrees as follows:

(a) The Property Owner is the sole owner of each Property set forth opposite its name on Exhibit A hereto and has good and marketable title to such Property, free and clear of all liens, encumbrances and defects except such as do not materially interfere with the Infrastructure Improvements.

(b) The Property Owner has the requisite power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder. The execution and delivery of this Agreement by the Property Owner and the consummation by the Property Owner of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Property Owner. The Property Owner has duly executed this

Agreement and this Agreement constitutes the valid and binding obligation of the Property Owner, enforceable against the Property Owner in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies, and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(c) Neither the execution and delivery by the Property Owner of this Agreement or the performance by the Property Owner of its obligations hereunder is prohibited by, limited by, conflicts with or results in a breach or default of the terms, conditions or provisions of its constituting documents, including its articles, by-laws, operating agreement, partnership agreement or shareholders agreement, as applicable, any applicable federal, State and local law, rule, regulation or ordinance, any evidence of indebtedness, agreement or instrument of whatever nature to which the Property Owner is now a party or by which it is bound, or any currently effective court order, writ, judgment, injunction, decree, or award that names and has been entered against the Property Owner.

(d) No consent, approval, authorization or order of, or filing with, any governmental authority is required to be obtained or made by the Property Owner in connection with the execution and delivery by the Property Owner of this Agreement or the performance by the Property Owner of its obligations hereunder, in each case that has not been obtained or made or as will be obtained or made in accordance with Article 4 hereof.

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

Section 3. BID's Undertakings. BID hereby undertakes, covenants and agrees as follows:

3.1. Construction of Infrastructure Improvements. BID agrees and commits to the City that it will diligently prosecute to completion the design, engineering, construction and installation of the Infrastructure Improvements in accordance with the Application, this Agreement, the plans submitted to the City and all applicable federal, State and local laws, rules, regulations and ordinances relating to or governing the design, engineering, construction, installation or use of the Infrastructure Improvements, including applicable Land Use Regulations and Environmental Laws and Regulations. BID agrees and commits to the City that the design, engineering, construction and installation of the Infrastructure Improvements shall be completed by December 31, 2023, subject to Unavoidable Delays. The total costs of the Infrastructure Improvements are shown on Exhibit C hereto. BID has the financial capacity to complete the Infrastructure Improvements, and BID agrees to pay all such costs thereof. If there is an increase in the costs of the Infrastructure Improvements from that shown on Exhibit C hereto that cannot be covered by the contingency amount, BID shall notify the City of the increase and submit additional evidence in a form acceptable to the City that BID has the financial capacity and/or financial commitments to cover such additional costs and complete the Infrastructure Improvements. BID acknowledges and agrees that the City is not responsible for the design, engineering, construction and installation of the Infrastructure Improvements or otherwise providing for the Infrastructure Improvements.

3.2. Preparation, Review and Approval of Construction Plans. BID, at its sole expense, shall prepare and submit construction plans, drawings, and related documents for Infrastructure Improvements to the appropriate City officials for architectural, engineering or land use review and written approval or permits. BID and each Property Owner acknowledges that no review or approval by City officials may be in any way construed to replace, override or be in lieu of any required review, inspection, or approval by the City Planning and Community Development Office, the City Public Works Department, or any other building construction official review or approvals required by any State laws or local ordinances or regulations.

3.3. Competitive Bidding; Prevailing Wage Rates; and Preference for Montana Residents. BID and the City are each obligated to follow certain laws with respect to the expenditure of public funds, which includes Tax Increment funds. BID agrees that in the awarding of contracts or subcontracts for the Infrastructure Improvements that (i) it will and it will cause its contractors to competitively bid the contracts and subcontracts for each of component of the Infrastructure Improvements; (ii) it will and it will cause its contractors and subcontractors to pay Prevailing Wage Rates on such contracts or subcontracts related to the Infrastructure Improvements; (iii) it will and it will cause its contractors and subcontractors will give preference to the employment of bona fide residents of the State, as required by Montana Code Annotated Section 18-2-403 and as such term is defined by Montana Code Annotated Section 18-2-401(1) and the Administrative Rules of the State, including but not limited to A.R.M. 24.17.147, obliging BID and its contractors and subcontractors to hire 50% bona fide Montana residents with respect to the installation and construction of the Infrastructure Improvements; and (iv) when making assignments of work, it will and it will cause its contractors and subcontractors to use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned. BID will provide to the City all documentation requested to verify the compliance of BID and its contractors and subcontractors with the foregoing requirements. Failure of the BID and its contractors and subcontractors to pay Prevailing Wage Rates with respect to the Infrastructure Improvements shall be considered a breach of this Agreement and the City shall be entitled to exercise any and all measures to assure compliance and retroactive compensation plus interest to employees not paid in accordance with this Agreement, and recovery of any penalty or fine assessed by the State attributed to any failure to pay Prevailing Wage Rates. Additionally, BID acknowledges that a violation of these requirements shall result in the City not being able to pay or reimburse BID for costs of the Infrastructure Improvements. **“Prevailing Wage Rates”** means (i) Montana Prevailing Wage Rate for public works projects are published from time to time by and available from the Montana Department of Labor and Industry, Research and Analysis Bureau, P.O. Box 1728, Helena, Montana 59624, telephone number (800) 541-3904; and (ii) applicable Federal Prevailing Wage Rates for public works projects are published from time to time by and available from <https://www.dol.gov/whd/govcontracts/PrevailingWageResources.htm>.

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

3.5. Permits; Environmental Laws and Regulations. BID will obtain or cause to be obtained, in a timely manner and at BID’s sole cost and expense, all required permits, licenses and approvals, and will meet all requirements of all local, State and federal laws, rules, regulations and ordinances which must be obtained or met, in each case in connection with the design, engineering, construction and installation of the Infrastructure Improvements. Without limiting the foregoing, BID will request and

obtain, or caused to be requested and obtained, from the City or other appropriate governmental authority, all necessary variances, conditional use permits and zoning changes with respect to the Infrastructure Improvements. BID will comply with all Environmental Laws and Regulations applicable to the design, engineering, construction and installation of the Infrastructure Improvements, will obtain any and all necessary environmental reviews, licenses or clearances under, and will comply with all Environmental Laws and Regulations.

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

3.7. Workers' Compensation Insurance. BID shall provide in its construction contracts with respect to the Infrastructure Improvements that each contractor and subcontractor is to be covered by a workers' compensation insurance program with the State, a private insurance carrier, or an approved self-insurance plan in accordance with State law.

Section 4. Property Owner Undertakings. Each Property Owner hereby undertakes, covenants and agrees as follows:

4.1. Operation and Maintenance. At all times during the term of this Agreement, the Property Owner will operate, maintain, preserve and keep the Infrastructure Improvements constructed and installed on the Property owned by the Property Owner for the purposes for which such Infrastructure Improvements were constructed and installed and in good repair and condition.

4.2. Electricity. The Property Owner shall pay all electrical utility expenses and charges with respect to the use and operation of the Infrastructure Improvements located on the Property owned by the Property Owner.

Section 5. Reimbursement.

5.1. Conditions to Reimbursement. The City agrees reimburse BID for costs of the Infrastructure Improvements in an aggregate amount not to exceed \$150,000, subject to the following conditions:

(a) Any payment or reimbursement by the City for costs of the Infrastructure Improvements will be based on paid or outstanding invoices for costs incurred by BID, its contractors and subcontractors or utility companies. The City may reject, in its sole discretion, any invoice to the extent it is not part of the Infrastructure Improvements.

(b) All of BID's representations as set forth in this Agreement shall be true and correct and BID shall not be breach of any covenant or undertaking as set forth in this Agreement.

(c) The request for payment or reimbursement must be accompanied by a signed draw request substantially in a form attached as Exhibit D hereto and acceptable to the City, accompanied by the invoices and lien waivers (if relevant) from the contractors or subcontractors performing the work to be paid or reimbursed.

5.2. Subordination and Sufficiency of Tax Increment. The obligation of the City to reimburse BID for costs of the Infrastructure Improvements shall be subject to the availability, in the sole discretion

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

5.3. Payment of Reimbursements. The City will cause payment or reimbursement for all properly submitted and allowable expenses to be paid within 30 days of satisfaction of the requirements of this Article 5, subject to compliance with City accounts payable procedures.

Section 6. Release and Indemnification. BID hereby releases the City and all Commission members, officers, agents, servants and employees thereof (the “**Indemnified Parties**”) from, and covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to the extent permitted by law to indemnify, defend and hold harmless the Indemnified Parties against, any loss, damage, cost (including reasonable attorneys’ fees), claim, demand, suit, action or other proceeding whatsoever arising or purportedly arising out of, or resulting or purportedly resulting from, any breach or violation by BID of any representation, agreement, condition or covenant of this Agreement, the construction and installation of the Infrastructure Improvements, the ownership, maintenance and operation of the Infrastructure Improvements, or the presence on any portion of the Property of any dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances; except that such indemnification shall not apply to the extent that the loss, damage or cost is determined by a court of competent jurisdiction to have been caused by the negligence, willful misconduct or bad faith of the Indemnified Party.

NONE OF THE CITY, BID OR ANY PROPERTY OWNER WILL BE LIABLE TO ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, BY STATUTE, IN TORT OR CONTRACT.

Section 7. General Provisions.

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

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

hereto instituting or prosecuting any cause of action or claim hereunder shall not be deemed a waiver of any rights hereunder.

7.3. Injunction; Specific Performance. The parties hereto agree that, in the event of a breach of this Agreement by any party or its successors, assigns or heirs, the non-breaching party would suffer irreparable harm. Therefore, in the event any party or its successors, assigns or heirs fails to comply with the provisions of this Agreement, the parties expressly agree that the non-breaching party may pursue any remedy at law or in equity, including without limitation, the remedies of injunction and specific performance.

7.4. Term of Agreement. If all conditions precedent for the reimbursement by the City of the costs of all Infrastructure Improvements have not been satisfied by December 31, 2023, this Agreement will terminate and the City will have no further obligation to reimburse BID for any such costs that have not previously been reimbursed. Otherwise, this Agreement will terminate when all obligations hereunder have been satisfied or discharged. Notwithstanding the foregoing, Articles 4, 6 and 7 shall in all events survive the termination of this Agreement.

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

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

- If to the City: City of Great Falls
P.O. Box 5021
Great Falls, Montana 59403
Attn: Fiscal Services Director
- If to BID: Great Falls Business Improvement District
318 Central Avenue
Great Falls MT 59401
Attn: Community Director
- If to a Property Owner: At the address provided on Exhibit A hereto

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

7.7. Assignment. Neither the City nor BID may assign any of its rights or privileges or delegate any of its duties or obligations under this Agreement without first obtaining the written consent of the other parties hereto. Each Property Owner shall have the right to assign or otherwise transfer its interest in and to this Agreement and to the underlying Property without the consent of the City or BID; provided, however, that as a condition precedent to any transfer by each Property Owner, such Property Owner shall notify the City and BID in writing of the transfer.

7.8. Filing on Property. This Agreement shall be recorded against each underlying Property in the office of the Clerk and Recorder for Cascade County, Montana.

7.9. Binding Effect. The right and obligations set forth in this Agreement shall inure to the benefit of and shall be binding upon the City, BID and each Property Owner and their respective successors, assigns and heirs.

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

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

7.12. Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified only by written amendment authorized and executed by the City, BID and each Property Owner.

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

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

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

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

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

[remainder of page left intentionally blank]

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

CITY OF GREAT FALLS, MONTANA

[SEAL]

By _____
Gregory T. Doyon, City Manager

Attest:

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Jeff Hindoién, 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.

GREAT FALLS BUSINESS IMPROVEMENT
DISTRICT

Name: Jason Kunz
Title: Board Chair

Context LLC

Name: Matthias Schalper
Title:

EXHIBIT A

PROPERTY OWNERS AND PROPERTY

Property Owner Name and Address	Property
Context LLC 124 13 th Ave S Great Falls MT 59405 Attn: Matthias Schalper	101 Central Avenue (Parcel #159735); Great Falls Original Townsite, Lot 14, Block 312
Context LLC 124 13 th Ave S Great Falls MT 59405 Attn: Matthias Schalper	111 Central Avenue (Parcel #159700); Great Falls Original Townsite, E1/2 Lot 12, Block 312
L'Heureux Page Werner PC 15 5 th St S Great Falls MT 59401 Attn: Susan Weiser	15 5th Street South (Parcel #651501); Kathryn Building Condos, Lot 12, Block 363, Unit 1
Big Sky Development Ent PO Box 1667 Great Falls MT 59403 Attn: Sandi Thares	17 7th Street South (Parcel #189075); Great Falls Original Townsite, W1/2 Lot 10 & Lots11-14, Block 361
Fly Away LLC 504 Central Ave Great Falls MT 59401 Attn: Alison Fried	504 Central Avenue (Parcel #189700); Great Falls Original Townsite, Lots 1-2, Block 363
Kunz Jason R 509 1 st Ave N Great Falls MT 59401 Attn: Jason Kunz	509 1st Avenue North (Parcel #157600); Great Falls Original Townsite, W1/2 Lot 12, Block 307
Neighborhood Housing Services Inc 509 1 st Ave S Great Falls MT 59401 Attn: Sherrie Arey	509 1st Avenue South (Parcel #651505); Kathryn Building Condos, Lot 12, Block 363, Unit 5
Fuller Linda Jean 612 1 st Ave S Great Falls MT 59401 Attn: Linda Fuller	612 1st Avenue South (Parcel #195050); Great Falls Original Townsite, Lot 5, Block 373
Spencer Timothy W/Hughes Rebecca & Michael 618 Central Ave Great Falls MT 59401 Attn: Becky Hughes	618 Central Avenue (Parcel #189250); Great Falls Original Townsite, E1/2 Lot 5, Block 362
Balthazar Enterprises LLC 2300 12 th Ave S #119 Great Falls MT 59405 Attn: Lantz Balthazar	8 5th Street North (Parcel #160950); Great Falls Original Townsite, Lots 8-9, Block 315

EXHIBIT B
INFRASTRUCTURE IMPROVEMENTS

Design	\$25,000
Improvements	\$125,000

EXHIBIT C
COSTS AND SOURCES OF FUNDS

Land and Site Preparation Improvements	\$ 0
Construction/Rehabilitation Costs	\$ 0
Equipment Costs	\$ 0
Total Project Development Costs	\$ 0

Land Acquisition

Total	Amount requested from TIF	Timing for Funds
\$0	\$0	Not applicable

Demolition and Removal of Structure

Total	Amount requested from TIF	Timing for Funds
\$0	\$0	Not applicable

Relocation of Occupants

Total	Amount requested from TIF	Timing for Funds
\$0	\$0	Not applicable

Public Improvements

Total	Amount requested from TIF	Timing for Funds
\$125,000	\$125,000	As expenses are incurred

Fees (associated with eligible activities)

Total	Amount requested from TIF	Timing for Funds
\$25,000	\$25,000	As expenses are incurred

EXHIBIT D
REQUISITION FORM

TO: City of Great Falls, Montana (the “City”)
FROM: Great Falls Business Improvement District (the “BID”)
SUBJECT: Reimbursements for Infrastructure Improvements

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

The undersigned, as Authorized Representative of BID, intends that this certificate will satisfy the requirements of Section 5 of the Development Agreement, dated as of [____], 2022 among the City (the “Agreement”), BID and the other parties thereto, and does hereby certify on behalf of BID that:

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

Dated: _____, 20____

GREAT FALLS BUSINESS IMPROVEMENT
DISTRICT

Name:
Title:

Schedule to Requisition No. _____

Payee

Purpose

Amount



Commission Meeting Date: October 18, 2022
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Construction Contract Award: Fire Department Overhead Door Replacement, O. F. 1797.0

From: Great Falls Fire Rescue

Initiated By: Great Falls Fire Rescue

Presented By: Thomas Hazen, Grants Administrator

Action Requested: Consider Bids and Approve Contract

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (award/not award) a contract in the amount of \$421,868.00 to Door Systems of Montana - Great Falls, for the Fire Department Overhead Door Replacement, (authorize/not authorize) the allocation of American Rescue Plan Act funds, and (authorize/not authorize) the City Manager to execute the construction contract documents."

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

Staff Recommendation: Approve construction contract award and authorize the allocation of American Rescue Plan Act funds for the project.

Summary: The need for new overhead doors at all four of the fire stations in Great Falls has never been more apparent than the past few years. The cause is based on necessity. Simply stated, the Fire Stations are having major complications with the overhead door systems due to the age of the components and the controllers. Almost daily, a component of one of the systems needs to be patched back together. Also, staff is no longer able to get parts for the existing overhead door systems, which further complicates repairs.

The doors that are being requested are a “no frills” commercial door. They meet modern safety standards and are under warranty with parts available if needed. They are lighter than the doors being replaced, but offer long service lives and have better insulation to keep the fire stations warmer and less costly to heat.

This project will cover the complete removal of the existing doors, tracks and controllers, and the installation of the new door systems to replace what was removed.

The Great Falls City Commission approved the collection, review, and proposal of bids relating to certain America Rescue Plan Act (ARPA) projects during the April 5th, 2022 Work Session meeting. This project is among that first tier of proposed projects and is an eligible use of ARPA funds.

Background:

Workload Impacts:

Contract bid documents and specifications were completed by the City Engineering staff with assistance from City Fire and Rescue. City Engineering staff will provide contract administration services and assist with project inspection.

Purpose:

The main objective of this project is to replace aging doors and operating systems. Over the past several years, GFFR has been experiencing issues with the overhead doors at all 4 fire stations. During the past year at one point, 25% of the overhead doors were out of service and repair parts could not be found for the current doors. In an emergency response organization, this can basically become life or death. Due to the doors being nonfunctional, it was necessary to jockey trucks around to be able to respond. This led to delays and created safety issues with some trucks having to depart into an alley or parking lot to start their response and gain access to major response arteries.

The current doors have been in service for approximately 40-50 years. Some controllers were put in during the 1970's. Several were replaced, but the Fire Department has encountered problems trying to match new controllers to old doors, springs, rollers, and other door components. This miss match has created wear on other parts leading to additional failures. Multiple vendors have given a valiant effort to keep the doors operational, however each has stated that they would not be able to find parts forever and replacement of the door systems would need to happen. Due to age, many safety features for commercial doors are missing. This creates safety issues. The R-value or insulating properties are also very bad. Snow and rain blow in during storms. This also increases heating costs.

It is no longer cost effective to maintain the current overhead door systems. Parts are no longer available. Fabricating parts to make the doors operational are causing other parts to fail. Delayed response times are often a result of inoperable doors. GFFR has an ever increasing demand for service and response numbers continue to climb. Simply stated, the doors need to open and close so the public can be served in the way we have vowed to protect.

Project Work Scope:

Work to be performed under this contract includes:

- Installing 20 insulated steel sectional overhead doors.
- Installing 20 commercial sectional door operators.

Evaluation and Selection Process:

The specifications were advertised **two** times in the Great Falls Tribune. One bid was received on October 5, 2022 in the amount of \$421,868.00. Door Systems of Montana - Great Falls, submitted the low bid.

Conclusion:

This projects was identified as a "Tier 1 Project" for consideration as a potential use of ARPA funds. This expense is an appropriate usage of APA funding. ARPA allows a municipality to use up to ten (10) million dollars of its total allocation for "government services". All expenses related to "any services traditionally offered" will be considered eligible. No local match will be required. This will alleviate a significant future capital expense and a substantial amount of maintenance expenses for GFFR.

Fiscal Impact: The proposed item will install brand new doors incorporating brand new components. This will reduce the reoccurring annual maintenance expenses by \$10,000.00. The attached bid tabulation summarizes bids that were received. ARPA Funds are programmed for this project.

Alternatives: The City Commission could vote to deny award of the construction contract, re-bid, and/or cancel the project. This action would result in Fire and Rescue continuing to experience delayed response times due to inoperable doors.

Since 2018 GFFR has received approximately fifteen (15) invoices for door maintenance. Each invoice represents a situation in which a door will not open, close, or is on the verge of critical failure. Simultaneously, each invoice also represents a situation in which a Fire Engine is prevented from leaving the Fire Station in the fastest and most efficient way possible. This may lead to using alternative travel routes, back roads, or down alleys. Regardless, there is more than likely an increased response time. The National Fire Protection Agency standard response time is six (6) minutes from the call to arrival on the scene. Maintaining the status quo impairs GFFR's ability to meet that standard.

Concurrences: The coordination of this item began after the City Commission approved the advancement for consideration of certain ARPA projects. There was extensive collaboration between Fire, Public Works, Finance, and City Manager's offices in evaluating and preparing this proposal.

Attachments/Exhibits:

Bid tabulation
Vicinity Map

CITY OF GREAT FALLS ENGINEERING
P.O. BOX 5021
GREAT FALLS, MT 59403

BID TABULATION SUMMARY

OF 1797.0 FIRE DEPT. OVERHEAD DOOR REPLACEMENT

BIDS TAKEN AT CIVIC CENTER

DATE: 5-OCT-22

TABULATED BY: ROSA HUGG

	NAME & ADDRESS OF BIDDER	ACKNOWLEDGE ADD. #1	ACKNOWLEDGE ADD. #2	10% BID SECURITY	CERTIFICATE OF NON-SEGREGATED FACILITIES	CERTIFICATE OF COMPLIANCE WITH INSURANCE REQ.	TOTAL BID
1	DOOR SYSTEMS OF MT			X	X	X	\$421,868.00
2							
3							
4							
5							
6							
7							
8							
9							
10							



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FIRE STATION OVERHEAD DOOR REPLACEMENT

STATION #1 VICINITY

OF 1797.0

05-25-2



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**FIRE STATION OVERHEAD DOOR
REPLACEMENT**

**STATION #2
VICINITY**

OF 1797.0

05-25-121



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**FIRE STATION OVERHEAD DOOR
REPLACEMENT**

**STATION #3
VICINITY**

OF 1797.0

05-25



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FIRE STATION OVERHEAD DOOR REPLACEMENT

STATION #4 VICINITY

OF 1797.0
05-25-123



Commission Meeting Date: October 18, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Addition of Three Mobile Home Pad Sites to Montana Adventure Mobile Park located at 3829 Lower River Road and legally described as Mark 6 in Section 23, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana.

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

Initiated By: Robert and Jeri Austin, Owners

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

Action Requested: City Commission approve addition of three Mobile Home Pad Sites to Montana Adventure Mobile Park.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the final site plan as legally described in the Staff Report.”

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

Staff Recommendation:

On September 27, 2022, the Zoning Commission recommended approval of the final site plan to add additional mobile home sites to Montana Adventure Mobile Park. Additionally, staff recommends approval of the applicant’s request to provide three additional pad sites to the existing mobile home park.

Background:

The current owners of the Montana Adventure Mobile Park (formerly Rada’s Mobile Home Park) would like to expand the number of pad sites for their mobile home park. They are also proposing to connect to the City sewer main located in Lower River Road. The park was established as early as 1968 based off of historical photography. The property was annexed into the City as part of the first phase of the larger Upper/Lower River Road Water and Sewer District Annexation in 2007. The former property owners were expected to connect to the water and sewer mains at that time. While they did connect to the water main, they never connected to the sewer main and have been using a septic system/drain field to serve six mobile homes. The current owners are ready to remedy this problem by connecting to the sewer main, which is reflected in the submitted site plan.

Pad Site Addition Request:

Originally, Rada's Mobile Home Park was licensed for ten pad sites. However when the park was annexed into the City, the park had down-sized in order to reduce taxes and was only licensed for six pad sites. The current owners would like to add three sites to increase the total to nine. The Official Code of the City of Great Falls, Sections 17.16.28.010-.050, require that site plans be reviewed by the City Commission for the establishment of new campgrounds or mobile home parks, as well as for addition to such parks. It further states that the application and review process to be followed is the process used for review of a minor subdivision. This is why no public hearing is required. Additionally, no plat or findings of fact are required. Instead, only a final site plan is required to be approved by the legislative body and then recorded. A final site plan has been included as an attachment to this agenda report.

Infrastructure Considerations:

As noted earlier in the agenda report, the mobile home park is already connected to the City's 8-inch water main that was constructed along the west side of Upper River Road in 2006. For storm water, the minor scope of work to establish the three pad sites does not trigger the installation of new storm water facilities. In order for the mobile home park to be connected into the City's sewer system, a new service line connecting to the nine mobile homes will be constructed to tie into the City's sewer main that was also constructed along the west side of Upper River Road in 2006.

Neighborhood Council Input:

This project does not require Neighborhood Council notification.

Concurrences:

The request has been reviewed by members of the Public Works, Environmental, and Legal Departments, as well as the City/County Health Department.

Fiscal Impact:

There will be no negative fiscal impact associated with allowing the request. The City will gain a slight increase in taxes if the request is granted.

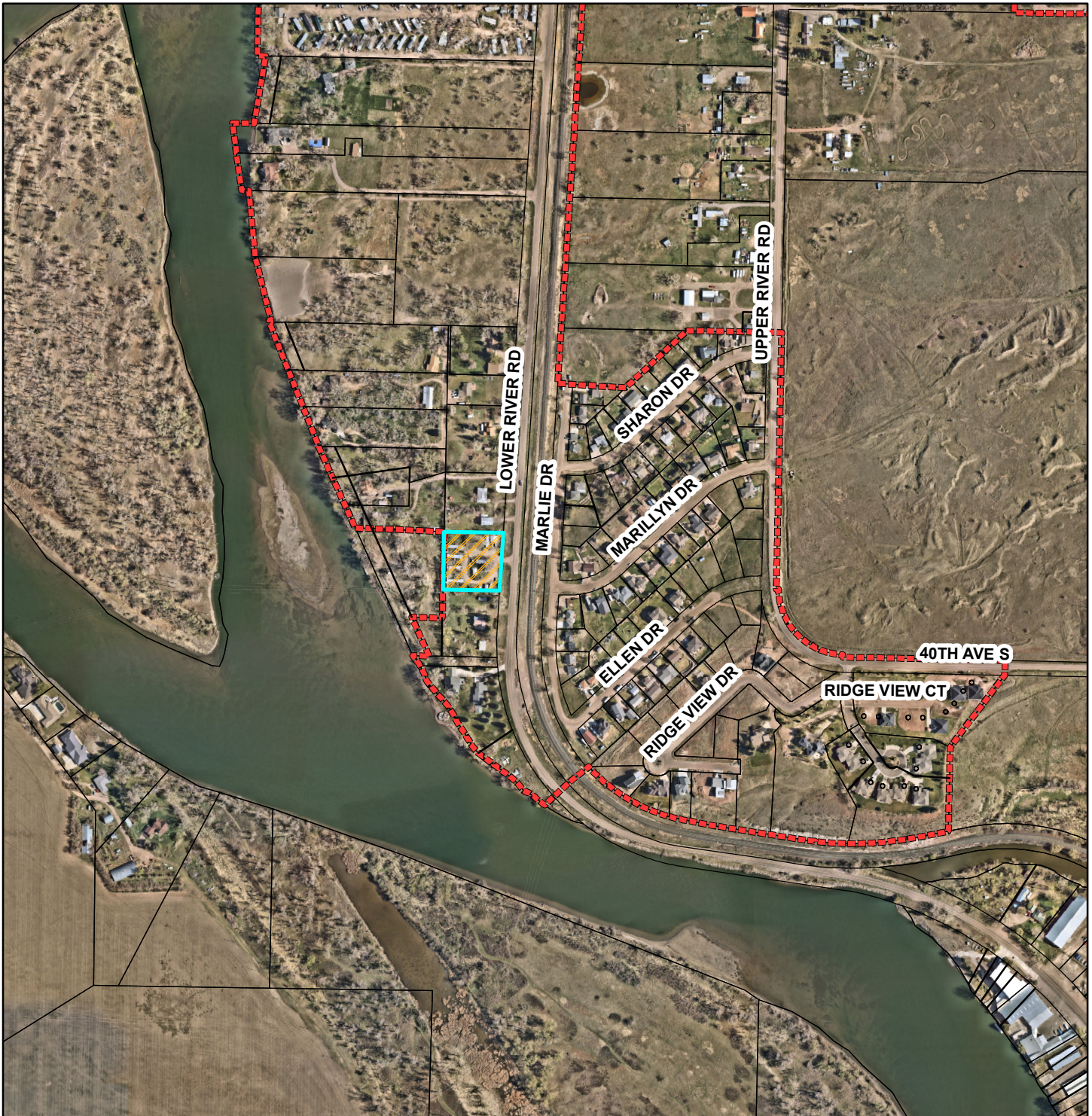
Alternatives:



The City Commission could deny the additional pad site request. However, staff has determined that the request meets the requirements of the zoning code as well City utility connection requirements.

Attachments/Exhibits:

Aerial Map
Zoning Map
Site Plan
Narrative

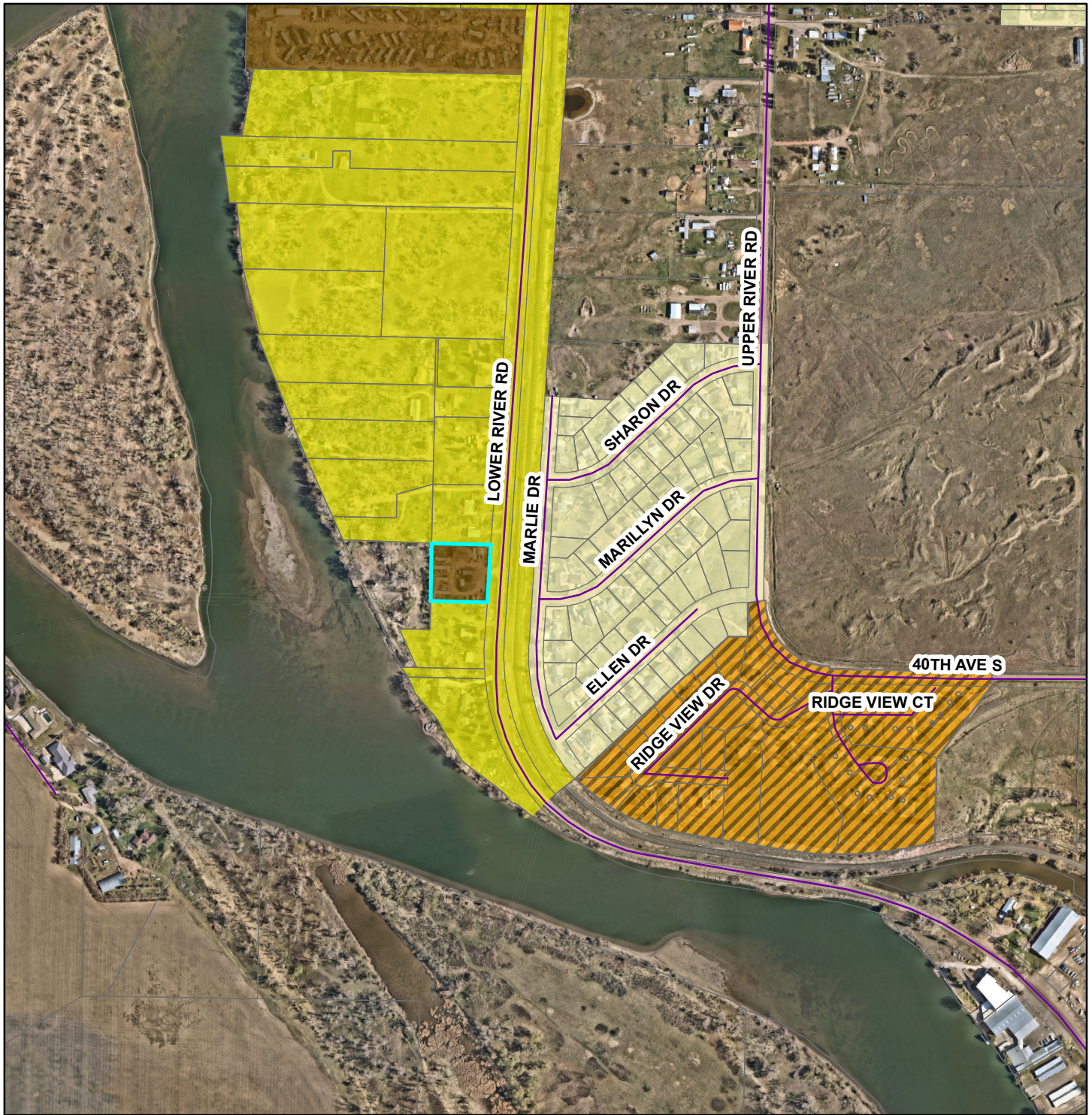
Aerial Map







-  Subject Parcel
-  City Limits

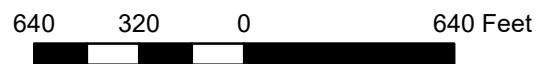


ZONING MAP



Legend

-  R-1 Single-family Suburban
-  R-3 Single-family High Density
-  R-10 Mobile Home Park
-  PUD Planned Unit Development



N





KEY NOTES

- ① REMOVE EXISTING UNITS

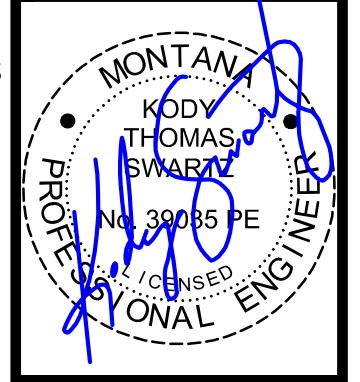
NOTES

- EXISTING UNDERGROUND LOCATES WERE NOT MARKED ONSITE. LOCATIONS WERE DETERMINED ON ASBUILT LOCATIONS FROM OWNER. FIELD VERIFY ALL EXISTING UTILITY LOCATIONS.

LEGEND

- EXISTING ASPHALT ROAD
- EXISTING DIRT ROAD
- EXISTING ROAD CENTERLINE
- EXISTING BUILDING
- EXISTING PARCEL BOUNDARY
- EXISTING SANITARY SEWER
- EXISTING SANITARY SEWER SERVICE
- EXISTING DRAINFIELD
- EXISTING WATER MAIN
- EXISTING WATER SERVICE

JOB #:	GF-2225
DRAWN:	TDL/RO
DESIGN:	TDL/RO
QA:	SMW/KTS
DATE:	09/08/2022



#	DESCRIPTION	DATE

WOITH ENGINEERING, INC.
ENGINEERS & SURVEYORS
 405 9RD STREET NW, SUITE 205 • GREAT FALLS, MT 59404 • 406.761.1955
 3880 O'LEARY STREET, SUITE A • MISSOULA, MT 59808 • 406.803.9585
 WWW.WOITHENG.COM •
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GREAT FALLS	MONTANA ADVENTURE MOBILE PARK	MONTANA
EXISTING CONDITIONS		

C 1.0



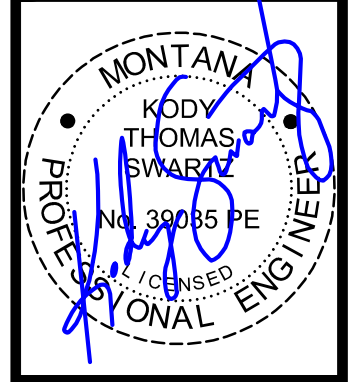
KEY NOTES

- ① PROPOSED MOBILE HOME UNITS
- ② PROPOSED SEWER MAIN CONNECTION

LEGEND

- PROPOSED BUILDING
- PROPOSED SANITARY SEWER SERVICE

JOB #:	GF-2225
DRAWN:	TDL/RO
DESIGN:	TDL/RO
CA:	SMW/KTS
DATE:	09/08/2022



#	DESCRIPTION	DATE

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 405 9RD STREET NW, SUITE 205 • GREAT FALLS, MT 59403 • 406-761-1955
 3880 CLARY STREET, SUITE A • MISSOULA, MT 59808 • 406-803-5555
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MONTANA ADVENTURE MOBILE PARK	MONTANA
GREAT FALLS	SITE PLAN

C2.0

PRELIMINARY-NOT FOR CONSTRUCTION

Narrative

We purchased the Rada Mobile Park in October 2021 to provide a place of residence for us and renamed it Montana Adventure Mobile Park. A mobile was purchased for us and moved to the Park in November of 2021. We continue to provide a place of residence for the mobiles of the five original tenants.

We have had numerous inquiries for available spots and our goal is to provide additional places of residence. Originally, the Rada Park was licensed for at least 10 spots. At some point prior to annexation into the City of Great Falls, Mr. Rada requested to be licensed for only six (6) spots to help reduce his taxes. The purpose of the current application is to add back three (3) of those original mobile spots for a total of nine (9) spots. The original utility connections are still in place for the proposed three (3) spots shown on the site plan provided by Woith Engineering.

We are in the process of making improvements to the Park. When we purchased the Park, there was an abandoned RV with an addition that we had removed. We rented a 30CY dumpster from the City to remove debris from the property. We have upgraded some of the Park utilities including electrical, gas and water infrastructure.

Tree Amigos has trimmed some of the large trees with a schedule for future trimming. We have scraped and repaired one of the existing garages and hope to have it painted this Fall. There is a small RV on the south side that is owned by one of the existing tenants that will be removed this Fall.

The Park is currently using the City Water system and our intent is to hook up to the City Sewer upon approval of this Application.