



City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Gibson Room, Civic Center
June 18, 2024
7:00 PM

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

Public participation is welcome in the following ways:

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

Meeting Decorum Statement

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

PROCLAMATIONS

1. 34th Annual Lewis & Clark Festival [June 21-22, 2024], Community is Stronger than Cancer Day [June 28, 2024], and Juneteenth [June 19, 2024].

COMMUNITY INITIATIVES

2. Miscellaneous Reports and announcements from City County Health Department.

PETITIONS AND COMMUNICATIONS

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

3. Miscellaneous reports and announcements.

NEIGHBORHOOD COUNCILS

4. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

5. Miscellaneous reports and announcements from Boards and Commissions.
6. Appointment to the Library Board.
7. Appointment to the Regional Airport Authority Board.

CITY MANAGER

8. 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.

9. Minutes, June 4, 2024, City Commission Meeting.
10. Total Expenditures of \$791,552 for the period of May 23, 2024 through June 5, 2024, to include claims over \$25,000, in the amount of \$467,039.
11. Accept the low bid from Thatcher Company of Montana Inc., authorizing staff to purchase Liquid Aluminum Sulfate for the Water Treatment Plant in the amount of \$583 per ton, up to the maximum amount of 800 dry tons. (Annual Purchase)
12. Accept the low bid from Thatcher Company of Montana Inc., authorizing staff to purchase Liquid Ammonium Sulfate for the Water Treatment Plant in the amount of \$780 per ton, up to the maximum amount of 100 tons. (Annual purchase)
13. Accept the low bid from Thatcher Company of Montana Inc., authorizing staff to purchase Liquid Chlorine for the Water Treatment Plant in the amount of \$2,600 per ton, up to the maximum amount of 80 tons. (Annual Purchase)
14. Award a professional services agreement in the amount of \$92,287 to Great West Engineering, Inc. for the 5th Street Drainage and 10th Ave South Crossing project, and authorize the City Manager to execute the agreement documents.
15. Approve a Letter of Agreement with the Great Falls Public Library Foundation regarding financial responsibilities for the Professional Services Agreement for Architectural Design Services for the Library Remodel Design Project.

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

PUBLIC HEARINGS

- 16. Tourism Business Improvement District (TBID) FY2024 Budget Amendment. *Action: Conduct a public hearing and approve or not approve the Budget Amendment. (Presented by Rebecca Engum)*
- 17. Resolution 10543, Budget Amendment Resolution. *Action: Conduct a public hearing and adopt or deny Res. 10543. (Presented by Melissa Kinzler)*

OLD BUSINESS

NEW BUSINESS

- 18. Carter Park CDBG Sidewalk Project. *Action: Award or not award a contract in the amount of \$838,150 to United Materials of Great Falls, Inc., and authorize or not authorize the City Manager to execute the necessary documents. (Presented by Christoff Gaub)*
- 19. Electric City Water Park Splash Pad Installation Project. *Actions:*

 - I. *Approve or not approve amending the CDBG Funding Agreement with an additional \$68,809.50 for a new total amount of \$268,809.50, If approved:*
 - II. *Award or not award a contract in the amount of \$143,750 to Smith River Construction LLC, utilizing Community Development Block Grant funds, and authorize the City Manager to execute the construction contract documents. (Presented by Sylvia Tarman)*
- 20. Electric City Water Park Splash Pad Demolition. *Action: Approve or deny the Change Order with United Materials, in the amount of \$2,500 utilizing Community Development Block Grant funds, and authorize or not authorize the City Manager to execute the contract documents. (Presented by Sylvia Tarman)*
- 21. Civic Center Court Relocation Project. *Action: Award or not award a contract in the amount of \$172,897.17 to AVI Systems Inc. for the Civic Center Court Relocation Project utilizing American Rescue Plan Act funds, and authorize or not authorize the City Manager to execute the contract documents. (Presented by Sylvia Tarman)*
- 22. Civic Center Court Relocation Project. *Action: Award or not award a contract in the amount of \$19,171.39 to Mountain Alarm Fire & Security for the Civic Center Court Relocation Project utilizing American Rescue Plan Act funds, and authorize or not authorize the City Manager to execute the contract documents. (Presented by Sylvia Tarman)*

ORDINANCES / RESOLUTIONS

CITY COMMISSION

- 23. Miscellaneous reports and announcements from the City Commission.
- 24. 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: June 18, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Appointment to the Library Board
From: City Manager’s Office
Initiated By: City Commission
Presented By: City Commission
Action Requested: Appoint one member to the Library Board for a five-year term through June 30, 2029.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (appoint/reappoint) _____ to the Library Board for a five-year term through June 30, 2029.”

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

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

Jessica Crist	1/6/21 – 6/30/25
Whitney Olson	7/18/17 – 6/30/27
Samantha DeForest	5/15/18 – 6/30/26
Whitney Olson	7/18/17 – 6/30/27
Anne Bulger	7/17/18 – 6/30/28
Noelle Johnson	10/3/23 – 6/30/24

During the October 3, 2024 meeting, the City Commission appointed Ms. Johnson to fill a partial term through June 30, 2024, to replace a board member that moved out of state. Ms. Johnson is eligible and interested reappointment for a full five-year term.

During the meeting, the City Commission informed the unselected candidates that staff would reach out to them to inquire if they would like to be considered for this vacancy. Staff emailed all applicants to inquire if they would like to be considered. For those still interested, their applications are included.

In accordance with Resolution 10524, City staff advertised for the upcoming vacancy through May 15th and received applications from six new citizens and an updated application from Ms. Johnson.

Interested candidates:

Noelle Johnson
Sandor Regdos Hopkins
Ashlynn Maczko
Susan Lee
Sharon Anderson
Bob Kelly

Candidates were interviewed by the City Commission during Special Work Sessions on June 12th and June 18th.

Alternatives:

The City Commission could choose not to appoint or reappoint and ask that staff continue advertise for additional citizen interest.

Attachments/Exhibits:

Applications
Public Comments



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

RECEIVED

Agenda #6.

JUL 28 2023

CITY MANAGER

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

Board/Commission Applying For: LIBRARY BOARD		Date of Application: 7-25-2023
Name: SHARON M. ANDERSON		
Home Address: 208 20TH AVE S. GF, MT 59405		Email address: anderson.sharonm@gmail.com
Home Phone: N/A	Work Phone: N/A	Cell Phone: 406-788-7194
Occupation: ATTORNEY		Employer: RETIRED
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:		
Educational Background: JD MS - SPECIAL EDUCATION BA SPECIAL EDUCATION K-12, MINOR SOCIAL STUDIES		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: CASCADE COUNTY LAW CLINIC SPAY NEUTER CLINIC - VET TECH PEACE HOSPICE VOLUNTEER BOARD MEMBER - EMARK/HORIZON CU + HEALTH FCU SPECIAL OLYMPICS COACH FESTIVAL OF TREES VOLUNTEER FIRE FIGHTER - KNEES GRANT WRITER RIVERS EDGE TRAIL - treasure		
Previous and current public experience (elective or appointive): ELECTION JUDGE - CURRENT		
Membership in other community organizations: ELKS CLUB MONTANA BAR ASSOCIATION		

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?

Are you a Qualified Elector? Yes No
(Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)

Please describe your interest in serving on this board/commission?
I have the time and interest. My education & legal training would be helpful

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

Additional comments:

Signature
Shawn M. Anderson

Date:
7-25-2023

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

Hand Deliver: City Manager's Office
Civic Center, Room 201
2 Park Drive South

Email:
kartis@greatfallsmt.net

SHARON M. ANDERSON
 208 20th Avenue South, Great Falls, MT 59405
 (406) 788-7194 / anderson.sharonm@gmail.com

SUMMARY AND SKILLS

EXECUTIVE MANAGER & CORPORATE COUNSEL

Strategic leader in corporate and government institutions, directing teams and departments to exceptional performance and realizing optimal legal outcomes.

- ✓ Demonstrate expertise in complex corporate, administrative, contract, and health care-related law.
- ✓ Specialize in comprehensive management of Medicare and Medicaid issues, as well as health care self-insurance.
- ✓ Increase a durable medical equipment company's gross revenue of by 1000%.
- ✓ Develop methods to streamline operations and automate tasks.
- ✓ Work with cross-functional departments and external entities to achieve common goals.
- ✓ Build and motivate high-performance, cohesive teams.
- ✓ Advance projects in time-constrained, challenging situations.

CORE COMPETENCIES

Corporate Leadership / Strategic Planning / Business Development / Risk & Change Management Ethics / Team Direction / Research & Analysis / Negotiations / Compliance Corporate & Client Relations / Executive & Legal Presentations / Problem Solving

PROFESSIONAL EXPERIENCE

CASCADE COUNTY LAW CLINIC, Great Falls, Montana

Non-profit pro-bono clinic

Executive Director

2013-2016

Responsible for implementation of Board policies, annual goals and objectives, and the financial, programmatic, and administrative management of the corporation.

Attorney Volunteer

2016-present

Provide direct legal service and advice in the area of family law to applicants and the Executive Director.

PROVIDENCE HEALTH AND SERVICES, Renton, Washington

Integrated health system with more than 51,000 employees

System Privacy Specialist, Enterprise Risk Management Services

2010-2012

Provide system-wide operational expertise and support for the design, review, enhancement and remediation of the privacy compliance program. Participate in all aspects of the comprehensive privacy compliance program – research and analysis; risk assessment and monitoring; compliance standards and metrics. Make recommendations to minimize potential exposures and risks based on industry best practices.

MONTANA DEPT. OF PUBLIC HEALTH & HUMAN SERVICES AND DEPT. OF JUSTICE, Helena, Montana

State government agencies with more than 3,000 employees.

Special Assistant Attorney General, Child Support Enforcement Division

2000-2010

Provide legal representation in technically complex and diverse areas of law while supervising 1 Paralegal with oversight of 20 Case Workers in regional office. Interpret legislation and regulations; draft contracts, orders, opinions, and other legal instruments; and apply decisions to wide-ranging issues. Realize legal solutions to obtain reasonable balance among conflicting interests, as well as complex factual and policy issues. Define and develop strategy and arguments in every level of judicial and administrative tribunals in cases with potential to broaden or restrict division activities.

Resolve cases and issues frequently involving extensive levels of capital and statewide and nationwide impact.

Assistant Attorney General, Child Protection Team

Supervised one Legal Assistant while reviewing cases with County Attorneys' Offices. Drafted instructional materials. Traveled to nine counties and 4 Indian tribes to provide child abuse education and training.

BENEFIS HEALTH SYSTEM, Great Falls, Montana

Non-profit hospital and nursing home facility with 2,600 employees.

Assistant General Counsel**1989-1998**

Supervised one Paralegal while providing advice in all areas of corporate law, including employment, workers' and regular compensation, and benefits. Hired managers and key staff. Provided representation in regulatory (HIPAA, Stark, fraud and abuse), judicial, administrative, bankruptcy, collection, and Medicare and Medicaid cases. Drafted documents including hospital care agreement, health insurance plan amendments, joint venture and physician recruitment contracts, real estate and equipment leases, and settlement agreements. Monitored pending cases in judicial process, as well as negotiated settlement cases. Presented to new staff on patient confidentiality and advanced health care directives. Oversaw development of retail pharmacy.

Corporate and Financial Highlights:

- ✓ Co-wrote federal Rural Electrification Administration grant, resulting in receipt of \$1M for establishment of Montana Telemedicine Project.
- ✓ Streamlined bad-debt collection process and oversaw \$1.2 M in receivables.
- ✓ Increased gross revenue by 1000% through re-engineering and expansion of sales and services.
- ✓ Expanded service area from one to six county region.
- ✓ Achieved statewide recognition as expert on Medicare and Medicaid.
- ✓ Eliminated winning wrongful discharge suits.

Career note: Additional positions include **Corporate Secretary for Benefis Healthcare and Spectrum Medical, Inc.**

EDUCATION AND OTHER

Alexander Blewett III School of Law, Missoula, Montana

J.D., with High Honors

Montana State University-Billings, Billings, Montana

M.S., Education, with High Honors

Michigan State University, East Lansing, Michigan

B.A., Special Education, with High Honors

ADDITIONAL TRAINING: Annual Continuing Legal Education: Privacy and Regulatory Compliance

LICENSURE: State and Federal Courts of Montana; State of Montana, Bar No. 407

CERTIFICATION: Certified in Healthcare Privacy Compliance (inactive); Certified Healthcare Executive (inactive)

TEACHING: Continuous Quality Improvement Trainer



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

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

Board/Commission Applying For: Great Falls Library Board of Trustees
Date of Application: 8-8-2023
Name: Sandor Regdos Hopkins
Home Address: 524 7th Ave South, Great Falls, MT 59405
Email address: sandor.hopkins@gmail.com
Home Phone: 406-209-4845
Work Phone: 406-466-3550
Cell Phone: 406-899-3556
Occupation: Project Manager
Employer: Morris Land Surveys, PLLC
Would your work schedule conflict with meeting dates? Yes [] No [x] (If yes, please explain)
Related experiences or background: Maclean Cameron Animal Adoption Center - Board of Trustees 2020-Present
Educational Background: Diploma - CMR High School 2005
BA Political Science - Montana State University - Bozeman 2013
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:
Previous and current service activities: Maclean-Cameron Animal Adoption Center Trustee
Candidate for Montana House District 19
Volunteer for Rob Quist - 2017 Special election
Paid Canvasser - Franke Wilmer 2014
Previous and current public experience (elective or appointive): Cascade County Planning Department - 2017-2021
-Interim Planning Director June 2019-March 2020
Membership in other community organizations: Maclean-Cameron Animal Adoption Center Trustee - 2020 -> Present

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?
Advised Cascade County Zoning Board of Adjustment and Planning Board, not technically an appointed member


Are you currently serving on a Board? Yes No If yes, which board?
Maclean-Cameron Animal Adoption Center

Are you a Qualified Elector? Yes No
(Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)

Please describe your interest in serving on this board/commission?
I would like to be more involved in community public service. I think the Library is a good fit, as I enjoy reading and learning new things. I would like to help promote the services the Library offers and I think I have the right temperament and knowledge to do so.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?
I have been a board member for the Maclean-Cameron Animal Adoption Center since 2020. I read the Dune, Wheel of Time, and Song of Ice and Fire Series before it was cool. I live within walking distance from the Library and I am active in my community.

Additional comments:
I have had several people encourage me to apply for this position, including a previous Library Board Member. I will serve the Board with intelligence and diligence and will strive to make the best use of available resources.

Signature 

Date: 8-8-2023

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:

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Great Falls, MT 59403

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Civic Center, Room 201
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Email:
kartis@greatfallsmt.net



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

Agenda #6.

RECEIVED
MAY - 3 2024
CITY MANAGER

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

Board/Commission Applying For: Library Board of Trustees		Date of Application: May 2, 2024
Name: Noelle Johnson		
Home Address: 3917 5 th Ave. S. Great Falls, MT 59405		Email address: noellemjohnson@outlook.com
Home Phone: 406-268-0850	Work Phone:	Cell Phone: 406-868-3925
Occupation: Business owner; health & wellness coach	Employer: Self-employed	
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: <ul style="list-style-type: none"> • Elementary School Teacher, 18 years, Great Falls Public Schools—10 yrs of these in Title 1 Reading Intervention • Small Business Owner, 5 years • New Teacher Trainer, 5 years, GFPS 		
Educational Background: <ul style="list-style-type: none"> • B.A. in Elementary Education • M.S. in Education w/Emphasis in Reading & Literacy 		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: <ul style="list-style-type: none"> • AWANA Director, 3 yrs, New City Church—organized & led weekly club with over 20 volunteers & between 60 to 80 kids (Pre-K to 6th grade) • Kids Church/Sunday School teacher, 20 plus years • Hosted Summer Book Club, 2 years—girls 3rd to 6th grade 		
Previous and current public experience (elective or appointive): Library Board of Trustees Member, appointed, 7 months—October 2023 to present		
Membership in other community organizations: <ul style="list-style-type: none"> • Great Falls Education Association, 2001 to 2019 • Great Falls Chamber of Commerce, 2019 to 2022 		

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?
Library Board of Trustees Member, October 2023 to present

Are you currently serving on a Board? Yes No If yes, which board?
Library Board of Trustees Member

Are you a Qualified Elector? Yes No
(Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)

Please describe your interest in serving on this board/commission?
After serving 7 months on the library board, my interest continues because I know the importance of reading and learning. We have to continue to be aware of the financial impact to the citizens of the community who shoulder the costs, while still supporting free access to books, information, and literacy.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?
• Ability to make connections & analyze—necessary documents, MCA, policy, etc.
• Prepare for meetings, articulate concerns & questions, & communicate effectively
• Small business owner—developing & operating budget, marketing, customer service
• Education training & daily job centered about books & learning; 18 years teaching

Additional comments:
Other work experience that includes working w/diverse groups of people, organizing, serving, decision making, and more:
• College Admissions Office, Whitworth College
• Boys & Girls Club of Park County (Wyoming)
• Glacier Camp & Conference Center
• Cody Chamber of Commerce

Signature: *Noelle Johnson* Date: 5-3-24

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.

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RECEIVED
MAY 13 2024
CITY MANAGER

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

Board/Commission Applying For: LIBRARY BOARD		Date of Application: 5/13/24
Name: BOB KELLY		
Home Address: 310 4th AVE N., GTF, MT.		Email address: MONIANA.KELLYS@MAC.COM
Home Phone: —	Work Phone: —	Cell Phone: 406-870-0212
Occupation: RETIRED MAYOR		Employer:
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: 11 YEARS OF CITY GOVERNMENT - 3 COMMISSIONER & MAYOR MUNICIPAL FINANCE CAREER		
Educational Background: BA - COLORADO STATE UNIVERSITY - INTERNATIONAL RELATIONS / POLY SCI ROTARY INT'L FELLOWSHIP - UNIV OF KENT, ENGLAND - INT'L REL		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: RECENTLY RETIRED AS MAYOR WORKED WITH CHILDREN'S MUSEUM, RIVER'S EDGE TRAIL, KID'S EDUCATION YEL, NEIGHBOR WORKS, PTA'S VARIOUS OTHERS		
Previous and current public experience (elective or appointive): CONTINUUM OF CARE EX-OFFICIO ON LIBRARY BOARD MAYOR - 2 YEARS COMMISSIONER 3 YEARS		
Membership in other community organizations: <u>NONE</u> YET		

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

MAYOR 8 YEARS COMMISSIONER 3 YEARS

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?

ADVISORY COUNCIL INTERNATIONAL RELATIONSHIPS (ACIR)

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

Are you a Qualified Elector? Yes No
(Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)

Please describe your interest in serving on this board/commission?
I THINK THE LIBRARY IS AN ESSENTIAL COMMUNITY ORGANIZATION. ACCESS TO QUALITY PROGRAMS, BOOKS, AND RESOURCES FOR ALL IS CRITICAL TO A DEMOCRATIC SOCIETY.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?
I AM VERY FAMILIAR W/ MUNICIPAL AND CITY BUDGETS AND CAN HELP THE BOARD NAVIGATE THE FINANCIAL CHALLENGES WHILE ENSURING TRANSPARENCY TO THE PUBLIC.

Additional comments:
I THINK I WOULD BE ABLE TO COMMUNICATE EFFECTIVELY TO THE PUBLIC AND LIBRARY BOARD CONCERNING ON GOING ISSUES.

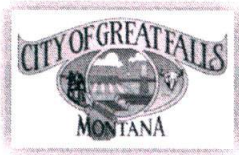
Signature: [Handwritten Signature] Date: 5/13/24

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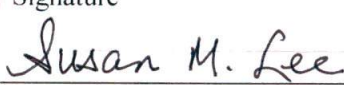
**BOARDS AND COMMISSIONS
CITIZEN INTEREST FORM**
(PLEASE PRINT OR TYPE)

RECEIVED
APR 29 2024
CITY MANAGER

Agenda #6.

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

Board/Commission Applying For: Library Board		Date of Application: 4/25/2024
Name: Susan Lee		
Home Address: 2600 16th Ave South Unit 2 Great Falls, MT 59405		Email address: suelee000@gmail.com
Home Phone: 406-453-8860	Work Phone:	Cell Phone: 406-870-0176
Occupation: Retired Librarian	Employer:	
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've worked in libraries for most of my adult life. I started out shelving books at the Great Falls Public Library in high school. I worked at the Mansfield Library at UM during my undergraduate years. After I received an MLS, I worked as a librarian at the University of Providence for 38 years.		
Educational Background: CMR 1978 University of Montana BA History/Political Science 1982 University of Arizona, Master's in Library Sciences (MLS) , 1984		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: American Association of University Women (AAUW) - Great Falls branch - served as Secretary (currently); President; Program VP; Membership VP; WebMaster (currently) American Association of University Women-Montana - served as Program chair; currently serve as membership chair.		
Previous and current public experience (elective or appointive): None		
Membership in other community organizations: American Association of University Woman (AAUW) American Library Association Montana Library Association		

<p>Have you ever worked for or are you currently working for the City of Great Falls? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, where and when? Great Falls Public Library 1976-1978</p>	
<p>Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?</p>	
<p>Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?</p>	
<p>Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?</p>	
<p>Are you a Qualified Elector? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)</p>	
<p>Please describe your interest in serving on this board/commission? I've worked in libraries for most of my adult life. The Great Falls Public Library is responsible for my career as a librarian and it is time to pay that debt forward. Libraries change lives and I want to be part of that. I am also very interested in the renovation of the library building.</p>	
<p>Please describe your experience and/or background which you believe qualifies you for service on this board/commission? My expertise is in academic libraries, but some things never change. I've done budgeting, reference, represented the library on various University Committees, taught students how to use print and online resources, taught for credit classes on how to use the library; taught reference classes for the University's Library Certificate program; worked at the Circulation Desk when no one else was available and pulled more than a few midnight shifts during Finals Week.</p>	
<p>Additional comments:</p>	
<p>Signature </p>	<p>Date: 4/25/2024</p>

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:

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

Hand Deliver: City Manager's Office
 Civic Center, Room 201
 2 Park Drive South

Email:
 kartis@greatfallsmt.net



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

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

Board/Commission Applying For:		Date of Application:
Library Board of Trustees		07/24/2023
Name:		
Ashlynn Maczko		
Home Address:		Email address:
1200 29th St S Apt 108, Great Falls, MT, 59405		amaczko18@gmail.com
Home Phone:	Work Phone:	Cell Phone:
630-935-9998		630-935-9998
Occupation:	Employer:	
Academic Librarian	Great Falls College MSU	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, please explain)		
No		
Related experiences or background: I have been working in libraries in some capacity since 2018. First as a library page, then a graduate assistant, and now a full-time librarian. I am a member of the International Library & Information Studies Honor Society, the Montana Library Association, and the Progressive Librarians Guild, and am pursuing ALA membersip (budget permitting). In my position at GFCMSU I provide library leadership in all areas including policy, procedure, daily operations, and aligning our mission and services with the vision of the college.		
Educational Background: Master of Science in Library and Inforamtion Science, from University of Illinois Urbana-Champaign, 2021 BA in English, St. Ambrose University, Davenport, IA, 2018, minors in Women & Gender Studies and Journalism		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: Leadership Great Falls, 2022-2023		
Previous and current public experience (elective or appointive): N/A		
Membership in other community organizations: GFCMSU member/representative American Association of University Women, Great Falls Chapter United Way Campaign/Fundraising Team at Great Falls College MSU		

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?

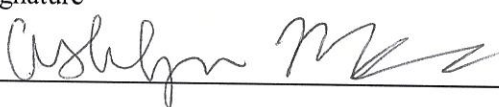
Are you currently serving on a Board? Yes No If yes, which board?

Are you a Qualified Elector? Yes No
(Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)

Please describe your interest in serving on this board/commission?
Since starting my career in library service, I have found it increasingly important to advocate for libraries within our communities, and the values that libraries represent. We live in a time that has seen an increase in book challenges, challenges to intellectual freedom, challenges to libraries and librarianship, and these cannot go un-addressed. My hope in serving on this board is that I will be able to bring my experience and knowledge and collaborate with others to help advocate for, sustain, and grow the important work that our library does in our community.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?
I am a full-time librarian at Great Falls College MSU. Since starting in my position in 2021, I have provided leadership for the library at the institution, and consortium level. I have experience working in all aspects of library services, including circulation, reference and instruction, outreach, collection development, policy and procedure, and more. I keep updated on current trends and issues in librarianship. I also have experience working collaboratively with community partners to achieve a common goal through my participation in Leadership Great Falls. Since participating in LGF, I have been looking for opportunities to continue to serve my community, and I know that serving on the Library Board of Trustees would be a good fit given my personal interests and professional experience.

Additional comments:

Signature:  Date: 7/24/2023

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

Hand Deliver: City Manager's Office
Civic Center, Room 201
2 Park Drive South

Email:
kartis@greatfallsmt.net

ASHLYNN MACZKO

630-935-9998 | AMACZKO18@GMAIL.COM

EDUCATION

Master of Science in Library and Information Science

May 2021

University of Illinois, Champaign, Illinois.

Awards & Honors

iSchool Bryce Allen Award for Reference Services, 2021

Phi Beta Mu International Library & Information Studies Honor Society: Alpha Chapter

Presentations: "Serving Survivors of Domestic Violence in Libraries," 2021 iSchool Student Showcase
Lightning Talk

Bachelor of Arts in English

December 2018

St. Ambrose University, Davenport, Iowa.

Minors: Journalism, Women & Gender Studies

Honors Program, St. Ambrose Academic Scholarship, Sister Rita Mary Award for Best Women & Gender Studies Paper 2018-2019, Iota Iota Iota Women & Gender Studies Honor Society

PROFESSIONAL ORGANIZATIONS

- American Library Association Member
- Montana Library Association Member
- Progressive Librarians Guild Member
- Beta Phi Mu, International Library & Information Studies Honor Society National Member & Alpha Chapter Member
- American Association for Women in Community Colleges, Great Falls College MSU Chapter Member

LEADERSHIP EXPERIENCE

TRAILS General Council Chair

May 2024-Current

- Prepare agenda for two annual General Council Meetings, call to order & voting
- Facilitate meeting & discussion

Diversity, Equity & Inclusion Committee, Great Falls College

May 2024-Current

- Evaluate DEI opportunities on the GFCMSU campus
- Work in collaboration with internal and external partners to implement DEI projects

Professional Development Committee, TRAILS

October 2023-Present

- Hosted a 2024 Academic Library Conference at Great Falls College MSU. Responsibilities included:
 - Scheduling presentations, making arrangements with caterers, setting up venue, communicating with vendors, event & technical troubleshooting, moderating sessions & introducing speakers

- Plan and execute professional development opportunities for members of the Treasure State Academic Information & Library Services consortium.

Joint Directors Working Group, Great Falls College

August 2023-Present

- Work collaboratively with a team of directors across campus to solve problems, implement projects, & review data

Leadership Great Falls

August 2022- May 2024

- Worked collaboratively on a fundraising project to support local non-profit organization Toby's House Crisis Nursery. We raised over \$60,000 for our project supporting Toby's House.
- Planned and executed fundraisers & track fundraising goals.

United Way Fundraising Team, Great Falls College

September 2021-Present

- Work collaboratively with a small team to fundraise for our annual United Way campaign by planning & executing a number of fundraisers intended to engage campus stakeholders.

RELEVANT SKILLS

- Successfully manages department budget and expenditures
- Policy & procedure review and writing
- Ability to manage multiple projects and see them through to completion
- Ability to work independently and collaboratively to complete projects
- Excellent verbal and written communication skills
- Writing annual reports to showcase data and narrative regarding library services & programs
- Writing literature reviews
- Problem solving & critical thinking
- Library reference & instruction practices, familiar with e-learning design principles

PROFESSIONAL EXPERIENCE

Library Director

August 2023-Present

Great Falls College Montana State University, Great Falls, MT

Management Experience

- Prepare annual operating budget for the library services department.
- Manage department budget and expenditures, making sure that all accounting paperwork is submitted to the business office.
- Review and revise library policies and procedures to align with four campus policies and Great Falls College MSU policies. Ensure policies are clearly written, concise, and use accessible language.
- Prepare a number of annual reports using data collected on the following: circulation, gate count, e-resource usage, LibGuide usage, inventory, reference & instruction, interlibrary loan, budget, and staffing.
- Supervise one full-time Library Technician and perform annual performance reviews.
- Hire, train, and supervise 2-5 student workers each academic year.

E-Resources Management

- Budget for annual e-resources contracts and evaluate usage data to make decisions on retaining a resource. Negotiate contract costs and cost savings. Track e-resource expenditures.

- Establish trial access for new resources
- Maintain electronic access to subscription resources
- Maintain working relationships with resource vendors

In addition to the director's responsibilities, I am also responsible for librarian duties listed below

Librarian

July 2021-August 2023

Great Falls College Montana State University, Great Falls, MT

- Reference Services
- Instruction Services
- Collection Development
- Interlibrary Loan & Resource Sharing
- Circulation
- Daily Operations Support
- Participate in annual professional development opportunities including TRAILS Conference & MLA Fall Retreat

Pre-Professional Graduate Assistant

August 2019-May 2021

University of Illinois Communications Library, Urbana, Illinois.

- Reference services, website support, LibGuides authoring

OTHER LIBRARY-RELATED EXPERIENCE

Library Page (Circulation Services)

January 2019-December 2020

Batavia Public Library, Batavia, Illinois.

- Responsible for making sure items are returned to the shelves in a timely manner and are easily browse-able and findable by our patrons
- Provide on-the-spot assistance to patrons looking for specific materials in our library collections by helping them locate call numbers or guiding them to the correct area of the collection, or refer them to a reference staff member for further assistance
- Assist with other tasks including pulling item holds and checking-in and purging newspapers

From: [Darcy Dea](#)
To: [Greg Doyon](#); [Charles Anderson](#); [Krista Artis](#); [Lisa C. Kunz](#); [Susie McIntyre](#)
Subject: FW: [All City Commissioners] LI rary board member Noelle Johnson
Date: Tuesday, June 11, 2024 10:58:00 AM

FYI – Darcy

From: Darcy Dea
Sent: Tuesday, June 11, 2024 10:57 AM
To: 'markjworkman@gmail.com' <markjworkman@gmail.com>
Subject: RE: [All City Commissioners] LI rary board member Noelle Johnson

Thank you Mark. Your comments will be shared with the City Commission and appropriate staff for consideration of item 1 on the June 12, 2024 work session agenda.

Thank you,

Darcy Dea
 Deputy City Clerk
 P. O. Box 5021
 Great Falls, MT 59403
 406-455-8479

From: City of Great Falls Montana <greatfalls-mt@municodeweb.com>
Sent: Tuesday, June 11, 2024 10:51 AM
To: City Commissioners <CityCommissioners@greatfallsmt.net>
Subject: [All City Commissioners] LI rary board member Noelle Johnson

Mark Jay Workman (markjworkman@gmail.com) sent a message using the contact form at <https://greatfallsmt.net/>.

Wanted to drop a quick not of support for Noelle Johnson to continue as a memeber of this board. She shows up prepared, has never missed a meeting, and brings important balance to this board. Thanks so much.

|

From: [Darcy Dea](#)
To: [Greg Doyon](#); [Charles Anderson](#); [Krista Artis](#); [Lisa C. Kunz](#); [Susie McIntyre](#)
Subject: FW: [All City Commissioners] Library Board Appointment
Date: Tuesday, June 11, 2024 10:58:57 AM

FYI - Darcy

From: Darcy Dea
Sent: Tuesday, June 11, 2024 8:40 AM
To: 'kduncan632@gmail.com' <kduncan632@gmail.com>
Subject: RE: [All City Commissioners] Library Board Appointment

Thank you Keith. Your comments will be shared with the City Commission and appropriate staff for consideration of item 1 on the June 12, 2024 special work session agenda.

Thank you,

Darcy Dea
 Deputy City Clerk
 P. O. Box 5021
 Great Falls, MT 59403
 406-455-8479

From: City of Great Falls Montana <greatfalls-mt@municodeweb.com>
Sent: Monday, June 10, 2024 4:14 PM
To: City Commissioners <CityCommissioners@greatfallsmt.net>
Subject: [All City Commissioners] Library Board Appointment

Keith Duncan (kduncan632@gmail.com) sent a message using the contact form at <https://greatfallsmt.net/>.

City Commissioners,

Thank you for fulfilling your responsibility to the voters of Great Falls by taking the time to interview the candidates for the Library Board. As I'm sure you are aware the Library Board is responsible for spending a considerable amount of tax money. This interview process is one of the few checks the voters have over this unelected 'governing' board.

In her 7 months on the Library Board Noelle Johnson has confirmed what a wise decision the City Commission made last fall when they appointed her. Noelle comes to every meeting prepared. It is obvious that she has done her homework, studied the issues on the agenda, and knows what questions she wants to ask.

Noelle's qualifications are outstanding! She taught Elementary School for 18 years, and for 10 years she taught Title 1 Reading Intervention. She earned a master's degree in education w/emphasis in Reading and Literacy. Noelle has a passion for children, not only as a school teacher, but as a Sunday School Teacher and the director of AWANA in her church, where she had over 20 volunteers and 60 to 80 kids Pre-K to 6th grade per week. She is a capable, proven organizer! Noelle is currently a business owner, she understands the importance of

budgets, business plans and customer service.

Noelle has proven to be a strong, effective leader. I am asking that you re-appoint Noelle Johnson to the Library Board.

Thank you.

|

From: [Darcy Dea](#)
To: [Greg Doyon](#); [Charles Anderson](#); [Krista Artis](#); [Lisa C. Kunz](#); [Susie McIntyre](#)
Subject: FW: [All City Commissioners] Library Board Interviews
Date: Wednesday, June 12, 2024 8:08:49 AM

FYI - Darcy

From: Darcy Dea
Sent: Wednesday, June 12, 2024 8:08 AM
To: 'cindybum1@icloud.com' <cindybum1@icloud.com>
Subject: RE: [All City Commissioners] Library Board Interviews

Thank you Cindy and Greg. Your comments will be shared with the City Commission and appropriate staff for consideration of item 1 on today's special work session agenda.

Thank you,

Darcy Dea
 Deputy City Clerk
 P. O. Box 5021
 Great Falls, MT 59403
 406-455-8479

From: City of Great Falls Montana <greatfalls-mt@municodeweb.com>
Sent: Tuesday, June 11, 2024 9:44 PM
To: City Commissioners <CityCommissioners@greatfallsmt.net>
Subject: [All City Commissioners] Library Board Interviews

Cynthia Bumgarner (cindybum1@icloud.com) sent a message using the contact form at <https://greatfallsmt.net/>.

I would like to express our family's support for Noelle Johnson to retain her position on the Great Falls Public Library Board. Looking at her qualifications and the ways in which she has handled herself and utilized her talents to promote the success of the library are clear indicators she is a strong and capable board member. I appreciate the library very much and having someone like Noelle willing to serve is a win for our community, with a Masters Degree in Education with an Emphasis in Reading and Literacy no less. Your support for Noelle is very much appreciated as well!

Thank you,
 Cindy and Greg Bumgarner

|

From: [Darcy Dea](#)
To: [Greg Doyon](#); [Charles Anderson](#); [Krista Artis](#); [Lisa C. Kunz](#); [Susie McIntyre](#)
Subject: FW: [All City Commissioners] Library Board
Date: Tuesday, June 11, 2024 8:37:46 AM

FYI - Darcy

From: Darcy Dea
Sent: Tuesday, June 11, 2024 8:37 AM
To: 'Myadventure37@hotmail.com' <Myadventure37@hotmail.com>
Subject: RE: [All City Commissioners] Library Board

Thank you Sonja. Your comments will be shared with the City Commission and appropriate staff for consideration of item 1 on the June 12, 2024 special work session agenda.

Thank you,

Darcy Dea
Deputy City Clerk
P. O. Box 5021
Great Falls, MT 59403
406-455-8479

From: City of Great Falls Montana <greatfalls-mt@municodeweb.com>
Sent: Monday, June 10, 2024 1:07 PM
To: City Commissioners <CityCommissioners@greatfallsmt.net>
Subject: [All City Commissioners] Library Board

Sonja Nelson (Myadventure37@hotmail.com) sent a message using the contact form at <https://greatfallsmt.net/>.

City Commissioners,

I am writing regarding keeping Noelle Johnson on the Library Board. She has been a good addition to the Library Board bringing balance, respectful inquiry, and the perspective of many of the taxpayers regarding accountability. I respectfully ask that you retain her on the Library Board.

Respectfully,
Sonja Nelson
Great Falls, Cascade County resident

|

From: [Darcy Dea](#)
To: [Greg Doyon](#); [Charles Anderson](#); [Krista Artis](#); [Lisa C. Kunz](#); [Susie McIntyre](#)
Subject: FW: [All City Commissioners] Noelle Johnson
Date: Wednesday, June 12, 2024 8:13:09 AM

FYI - Darcy

From: Darcy Dea
Sent: Wednesday, June 12, 2024 8:13 AM
To: 'duckhunt5@bresnan.net' <duckhunt5@bresnan.net>
Subject: RE: [All City Commissioners] Noelle Johnson

Thank you Debra. Your comments will be shared with the City Commission and appropriate staff for consideration of item 1 on today's special work session agenda.

Thank you,

Darcy Dea
 Deputy City Clerk
 P. O. Box 5021
 Great Falls, MT 59403
 406-455-8479

From: City of Great Falls Montana <greatfalls-mt@municodeweb.com>
Sent: Wednesday, June 12, 2024 6:26 AM
To: City Commissioners <CityCommissioners@greatfallsmt.net>
Subject: [All City Commissioners] Noelle Johnson

Debra Chibroski (duckhunt5@bresnan.net) sent a message using the contact form at <https://greatfallsmt.net/>.

I am writing to express my support for Noelle Johnson for the Library Board. I have attended several meetings since Ms. Johnson was appointed to the Board. I am very impressed with her ability to communicate and to advocate for accountability of our Library Board. Despite often unprofessional behavior attitudes by the Board Chair and Ms McIntyre when Ms Johnson has challenged the "status quo", Ms. Johnson has never responded with anything but determination to be heard and fact based points. It was shocking at times to see how little long time board members knew of city policies, MCA , and even Roberts Rules of Order.

Ms Johnson is a much needed breath of fresh air on this board and has qualifications from a teacher and reading/literacy viewpoint that are much needed on this board. Without her, there will be mere rubber stamping of whatever the Library Director desires and real accountability to the taxpayers that fund the library will be lost.

Thank you for your time

|

From: [Darcy Dea](#)
To: [Greg Doyon](#); [Charles Anderson](#); [Krista Artis](#); [Lisa C. Kunz](#); [Susie McIntyre](#)
Subject: FW: [All City Commissioners] Public Library board
Date: Wednesday, June 12, 2024 10:23:21 AM

FYI - Darcy

From: Darcy Dea
Sent: Wednesday, June 12, 2024 10:23 AM
To: 'Lorilynnbum@icloud.com' <Lorilynnbum@icloud.com>
Subject: RE: [All City Commissioners] Public Library board

Thank you Lori. Your comments will be shared with the City Commission and appropriate staff for consideration of item 1 on today's special work session agenda.

Thank you,

Darcy Dea
 Deputy City Clerk
 P. O. Box 5021
 Great Falls, MT 59403
 406-455-8479

From: City of Great Falls Montana <greatfalls-mt@municodeweb.com>
Sent: Wednesday, June 12, 2024 9:14 AM
To: City Commissioners <CityCommissioners@greatfallsmt.net>
Subject: [All City Commissioners] Public Library board

Lori Bumgarner (Lorilynnbum@icloud.com) sent a message using the contact form at <https://greatfallsmt.net/>.

Please retain Noelle Johnson for public library board. She has our children and families best interest!

Thank you
 Lori Bumgarner

|

From: [Darcy Dea](#)
To: [Cory Reeves](#); [Joe McKenney](#); [Rick Tryon](#); [Shannon Wilson](#); [Susan Wolff](#)
Cc: [Greg Doyon](#); [Charles Anderson](#); [Krista Artis](#); [Lisa C. Kunz](#); [Susie McIntyre](#)
Subject: FW: Library Board Candidate Interviews
Date: Tuesday, June 11, 2024 10:52:46 AM

FYI – Darcy

From: Darcy Dea
Sent: Tuesday, June 11, 2024 10:52 AM
To: 'Ginny Rogliano' <grogliano5@gmail.com>
Subject: RE: Library Board Candidate Interviews

Thank you Ginny. Your comments will be shared with the City Commission and appropriate staff for consideration of item 1 on the June 12, 2024 special work session agenda.

Thank you,

Darcy Dea
 Deputy City Clerk
 P. O. Box 5021
 Great Falls, MT 59403
 406-455-8479

From: Ginny Rogliano <grogliano5@gmail.com>
Sent: Tuesday, June 11, 2024 10:31 AM
To: commission <commission@greatfallsmt.net>
Subject: Library Board Candidate Interviews

I attended the previous Library Board interviews on September 19, 2023 and September 26, 2023.

I agree the Great Falls Commissioners should be conducting these interviews and not the existing Library Board.

It would seem appropriate that Noelle Johnson is the best and most qualified candidate for this open position.

Noelle has served seven months on the Library Board and has been a very effective member.

Noelle is knowledgeable, prepared and always professional.

Noelle Johnson would provide consistency and stability to the Library Board.

Thank you for your consideration.

Regards,

Ginny Rogliano
 Great Falls, Montana

From: [Darcy Dea](#)
To: [Cory Reeves](#); [Joe McKenney](#); [Rick Tryon](#); [Shannon Wilson](#); [Susan Wolff](#)
Cc: [Greg Doyon](#); [Charles Anderson](#); [Krista Artis](#); [Lisa C. Kunz](#); [Susie McIntyre](#)
Subject: FW: Public Comment - Library Board Recommendation - Retain Noelle Johnson
Date: Wednesday, June 12, 2024 8:11:10 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

FYI - Darcy

From: Darcy Dea
Sent: Wednesday, June 12, 2024 8:10 AM
To: 'Christopher R. Smyth' <chris.smyth@1310kein.com>
Subject: RE: Public Comment - Library Board Recommendation - Retain Noelle Johnson

Thank you Christopher. Your comments will be shared with the City Commission and appropriate staff for consideration of item 1 on today's special work session agenda.

Thank you,

Darcy Dea
 Deputy City Clerk
 P. O. Box 5021
 Great Falls, MT 59403
 406-455-8479

From: Christopher R. Smyth <chris.smyth@1310kein.com>
Sent: Wednesday, June 12, 2024 5:27 AM
To: commission <commission@greatfallsmt.net>
Subject: Public Comment - Library Board Recommendation - Retain Noelle Johnson

To the honored city commission,

In this city we often don't get a chance to point out a lot of good in our city government as of late however I would like to take this moment to point out that Noelle Johnson has made leaps and strides on the library board. Her dedication to the library has been second to none.

I highly recommend that she be retained for another term. It has been a pleasure to be in attendance of the latest meetings and her exemplary work deserves high marks.

In my attendance of library board meetings I have observed the following from Noelle:

She's always detail oriented and does her homework. She comes to meetings fully prepared and informed.

She's willing to speak up and ask questions and touch on concerns for members of the board and the public.

She's very effective at communicating with the board even when it crosses political isles.

She's a very strong and capable member with a very solid understanding of how boards work and Roberts rules of order.

Noelle was an elementary school teacher for 18 years. That speaks volumes to her wish to be a part of the library (pun intended). She has always loved our children and education so she has a deeper understanding of what our youth need going forward from our library. As you all know libraries are places where knowledge is stored, and those we put as stewards must have the drive and ability to further knowledge. That is Noelle Johnson.

Noelle provides brings to the table a much needed extra voice for the previously non-represented who now have proper representation on the board. I have seen her work well with the other board members, Susie, and in General the public view of the library is improving. At this time no other candidate running will do a better job than Noelle in our opinion, as backed by her current dedication to library excellence.

Therefore it is the recommendation of Tiger Butte Broadcasting and myself that we retain Noelle Johnson and that we feel very lucky that she has the drive and passion to be a part of our great library.

--

Thank you,



CHRISTOPHER R. SMYTH
Tiger Butte Broadcasting | General Manager
p: (406) 590-1167
w: <https://www.1310kein.com>
e: chris.smyth@1310kein.com



FROM THE DESK OF
JENI DODD

June 12, 2024
Great Falls City Commission

Commissioners,

I would like to register my support for Noelle Johnson to be reappointed to the Great Falls Library Board of Trustees.

After being appointed last year, Ms Johnson is finishing up a partial term as trustee. I was very pleased to learn that she would like to continue representing the public on the library board. With Ms Johnson on the board, the citizens of Great Falls finally have a voice asking for accountability and transparency – an important voice we have never had before and one that is sorely needed.

Having earned a Masters Degree in Education w/Emphasis in Reading & Literacy and a Bachelors Degree in Elementary Education, Ms Johnson understands the importance of reading/literacy and has a training, background and experience in the field.

Ms Johnson taught school for 18 years, 10 of which were in Title 1 Reading Intervention. AS AWANA Director for 3 years, she managed more than 20 volunteers and served 60 to 80 children from Pre-K to 6th graders. Ms Johnson also hosted Summer Book Club for girls in 3rd to 6th grades. She currently is a successful Great Falls entrepreneur who runs a popular small business, so she has financial and management skills.

Knowledge in the field of literacy/reading, strong business and financial management skills and a proven high degree of responsiveness and accountability to serve the citizens of Great Falls as a library trustee – this is the highly desirable combination that Ms Johnson brings to table. She is clearly the best candidate for the trustee position.

Sincerely,

Jeni Dodd

From: [Lisa C. Kunz](#)
To: [Krista Artis](#)
Subject: FW: [All City Commissioners] Library board
Date: Monday, June 10, 2024 8:07:26 AM

fyi

From: City of Great Falls Montana <greatfalls-mt@municodeweb.com>
Sent: Monday, June 10, 2024 6:18 AM
To: City Commissioners <CityCommissioners@greatfallsmt.net>
Subject: [All City Commissioners] Library board

Kathy workman (Kathyworkman@hotmail.com) sent a message using the contact form at <https://greatfallsmt.net/>.

I'm writing to express my gratitude fir Noelle Johnson on the library board. She has spent the last 6 months proving she is the best candidate for this position. She has been to every meeting, comes prepared and knowledgeable, she is articulate and composed and is willing to be a different voice with a different perspective. These qualities and more are ones I hope you also recognize and value in her willingness to serve our community. Thank you for re appointing Noelle to this position.

From: [Lisa C. Kunz](#)
To: [Krista Artis](#)
Subject: FW: [All City Commissioners] Noelle Johnson for Library Board
Date: Monday, June 10, 2024 8:07:16 AM

fyi

From: City of Great Falls Montana <greatfalls-mt@municodeweb.com>
Sent: Monday, June 10, 2024 7:05 AM
To: City Commissioners <CityCommissioners@greatfallsmt.net>
Subject: [All City Commissioners] Noelle Johnson for Library Board

Carol Robinson (Carol1326@mail.com) sent a message using the contact form at <https://greatfallsmt.net/>.

I would like to request that Noelle Johnson serve another term on the Great Falls Library board.

Thank you
C. Robinson

From: [Lisa C. Kunz](#)
To: [Krista Artis](#)
Subject: FW: [All City Commissioners] library Board Applications
Date: Monday, June 10, 2024 8:14:56 AM

fyi

From: City of Great Falls Montana <greatfalls-mt@municodeweb.com>
Sent: Friday, June 7, 2024 9:33 PM
To: City Commissioners <CityCommissioners@greatfallsmt.net>
Subject: [All City Commissioners] library Board Applications

Brian Cayko (briancayko@gmail.com) sent a message using the contact form at <https://greatfallsmt.net/>.

Hello, Please receive my support for Noelle Johnson to be reappointed to the Library board. since joining the board about 7 months ago she has represented me & other underrepresented members of our community. She represents my viewpoints & is needed on the board to provide even a little bit of equity to the board makeup. Please Re-appoint Ms. Johnson to the library board.

Thank You

Brian Cayko, Great Falls Resident, Educator.

From: [Lisa C. Kunz](#)
To: [Cory Reeves](#); [Joe McKenney](#); [Rick Tryon](#); [Shannon Wilson](#); [Susan Wolff](#)
Cc: [Krista Artis](#); [Greg Doyon](#); [Charles Anderson](#); [Susie McIntyre](#)
Subject: FW: GFPL Open Board Position
Date: Thursday, June 13, 2024 10:06:39 AM

FYI - for agenda item 6

-----Original Message-----

From: Lisa C. Kunz
Sent: Thursday, June 13, 2024 10:05 AM
To: 'Sandra Rice' <sandylovesbooks@gmail.com>
Subject: RE: GFPL Open Board Position

Good Morning Sandra - thank you for submitting written public comment. Your comments will be shared with the Commission for consideration of item 6 on the June 18th Commission agenda.

Best regards,

Lisa Kunz
City Clerk/Records Manager
Civic Center Room 204
406.455.8451

-----Original Message-----

From: Sandra Rice <sandylovesbooks@gmail.com>
Sent: Thursday, June 13, 2024 9:44 AM
To: commission <commission@greatfallsmt.net>
Subject: GFPL Open Board Position

Bob Kelly or Susan Lee are strong candidates for the open Board position. Susan has extensive library experience and has been a long time supporter of the Library. Bob Kelly has extensive public service experience and would be a wonderful addition to the Board.

Thank you.

Sandra Rice
Trustee of the GFPL Foundation
Member of the Friends of the Library
Member of Neighborhood Council #7
Sent from my iPhone

From: [Lisa C. Kunz](#)
To: [Cory Reeves](#); [Joe McKenney](#); [Rick Tryon](#); [Shannon Wilson](#); [Susan Wolff](#)
Cc: [Krista Artis](#); [Greg Doyon](#); [Charles Anderson](#); [Susie McIntyre](#)
Subject: FW: Open library board seat
Date: Thursday, June 13, 2024 10:10:29 AM

FYI for agenda item 6

From: Lisa C. Kunz
Sent: Thursday, June 13, 2024 10:10 AM
To: 'Tom Kotynski' <tomkotynski@gmail.com>
Subject: RE: Open library board seat

Good Morning Tom - thank you for submitting written public comment. Your comments will be shared with the Commission for consideration of item 6 on the June 18th Commission agenda.

Best regards,

Lisa Kunz
City Clerk/Records Manager
Civic Center Room 204
406.455.8451

From: Tom Kotynski <tomkotynski@gmail.com>
Sent: Thursday, June 13, 2024 10:09 AM
To: commission <commission@greatfallsmt.net>
Subject: Open library board seat

This is in support of Bob Kelly for the open library board seat.
Bob understands the city's fiscal dilemma and could hit the ground running on this important board.

Tom Kotynski
3440 12th Ave S, Great Falls, MT 59405



Commission Meeting Date: June 18, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Appointment to the Regional Airport Authority Board.

From: City Manager’s Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Appoint one member to the Regional Airport Authority Board for the remainder of a three-year term through December 31, 2025.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission appoint _____ to the Great Falls Regional Airport Authority Board for the remainder of a three-year term through December 31, 2025.”

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

Summary: Jordan Husted was appointed to the Airport Board on December 6, 2022 for a three-year term through December 31, 2025. Mr. Husted recently resigned from the board. City staff advertised for citizen interest through the normal process and received five applications including one from a non-city resident. Applicants must be city residents in order to be considered for a City appointed position on the board; the applicant was advised that their application would not be forwarded to the Commission and that he could consider applying with the County when they have a vacancy.

The applicants were scheduled for interviews to be conducted by City Commission during a Special Work Session on June 10th. After scheduling, staff received notification from one of the candidates asking to withdraw his application.

Remaining applicants for consideration are: Peter Fontana, Reese Waldo and Elizabeth (Liz) Whiting.

Mr. Fontana is currently serving on the Board of Adjustments (BOA) but notes in his application materials the BOA only meet a few times a year and he would have time to serve on both. Resolution 10524, establishing a policy concerning appointment to Boards and Commissions and Repealing Resolution 10235 states:

Citizens may not serve on two or more boards or commissions simultaneously, unless authorized to do so by the City Commission.

The Commission would have the authority to appoint Mr. Fontana to the Airport Board if they chose.

The Airport Authority and the Airport Authority Board has decided not to make recommendations on appointing or reappointing Board Members.

Members of this board are:	Term end dates:
Cameron (Todd) Swathwood (City)	12/31/2026
Terry Thompson (City)	12/31/2026
Richard Gibbs (City)	12/31/2025
Jordan Husted (City)	12/31/2025 (resigned)
Sean Hoven (County)	12/31/2024
Anthony Aretz (County)	12/31/2026
Casey LaLonde (County)	12/31/2024

Background:

The Regional Airport Authority consists of seven members, four appointed by the City Commission and three appointed by the Cascade County Commission. It is the City Commission’s consensus that City appointed members be City Residents. The Authority serves as the governing and policy setting body for the operation and management of the Great Falls International Airport. Its duties include employing the Airport Director, who hires staff and oversees the day-to-day operations of the Great Falls International Airport.

Alternatives: The City Commission could chose not to appoint one of the applicants and direct staff to readvertise.

Attachments:
Applications



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

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

Board/Commission Applying For:		Date of Application:
Regional Airport Authority Board		05/14/2024
Name:		
Peter Fontana		
Home Address:		Email address:
1120 24th Ave SW, Great Falls, MT 59404		pete@fontanainc.net
Home Phone:	Work Phone:	Cell Phone:
406-868-2799	406-868-2799	406-868-2799
Occupation:	Employer:	
Real Estate Appraiser	Self	
Would your work schedule conflict with meeting dates? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (If yes, please explain)		
Not at all - I am self employed and have a very flexible work schedule.		
Related experiences or background:		
See attached		
Educational Background:		
GFHS 1983, University of Montana 1990 BS in Business/Finance		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities:		
see attached		
Previous and current public experience (elective or appointive):		
see attached		
Membership in other community organizations:		
see attached		

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

City of Great Falls Sanitation Division 1983-1985

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?

see attached

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

see attached

Are you a Qualified Elector? Yes No
(Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)

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

see attached

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

see attached

Additional comments:

Signature

Peter Fontana

Date:

05/16/2024

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:

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

Hand Deliver: City Manager's Office
Civic Center, Room 201
2 Park Drive South

Email:
kartis@greatfallsmt.net

Supplemental Answers

Related Experiences and Background – My professional background has largely been in the field of Property Taxation and Real Estate. I have over thirty years of experience in the Real Estate Appraisal Profession. I have a diverse background with extensive experience in governmental appraisal, mass appraisal, personal property appraisal, single property appraisal, tax appeal, litigation and planning and community development. I began my career as the elected County Assessor in Cascade County, then as a statewide appraisal supervisor for the Montana Department of Revenue, specializing in mass appraisal model development, and finally owning and operating a private fee appraisal firm. I was also one of the principal majority owners in Gliko Aviation in Great Falls, which was an air charter service.

Previous and Current Public Experience – I was the elected County Assessor in Cascade County before encouraging the County Commissioners to combine the office with the Clerk and Recorder for efficiency. The Montana Department of Revenue is in charge of the overall property tax scheme in the State of Montana and as such the elected County Assessors duties had diminished. I was then employed by the Montana Department of Revenue to oversee the appraisal and assessment operations in Cascade County and 5-6 other North Central Montana Counties. I have also served on a number of other publicly accountable boards in the City of Great Falls and Cascade County, to include:

1. Cascade County Planning Board – Chair
2. Cascade County Zoning Board of Adjustments – Chair
3. Cascade County Tax Appeal Board – Vice Chair
4. City of Great Falls Planning and Zoning Board – Chair
5. City of Great Falls Board of Adjustment and Appeals – Member

Other publicly accountable boards or commissions outside the City of Great Falls:

1. Montana Board of Real Estate Appraisers – Chair
2. Montana Board of Optometry – Vice Chair
3. The Appraisal Foundation Board of Trustees - Trustee
4. Association of Appraiser Regulatory Officials - Director
5. Montana Regional MLS Board of Governors – Governor
6. Great Falls Association of Realtors – Director

Membership in other Community Organizations:

Past member of Fraternal Order of Eagles

Have you ever served on a City or County Board:

Yes, please see above.

Are you currently serving on a Board: Yes

1. City of Great Falls Board of Adjustments and Appeals. This board takes up very little time as we meet on a need to meet basis. We typically only meet 2 or 3 times per year.
2. Cascade County Tax Appeal Board (alternate) – I am an alternate member of the County Tax Appeal Board and this board also only meets on a need to meet basis. This board takes up very little of my time.
3. Montana Board of Real Estate Appraisers – This board meets quarterly.

Please describe your interest in serving on this board:

It is important that airport boards include aviation experts, business leaders and community representatives. The airport board considers economic growth, environmental impact and community needs. Considering these functions and my extensive background in economic development and community planning make me an ideal candidate to serve on this board. Also, my involvement in an air charter business and extensive business travel are also reasons for my wanting to serve and positively contribute to this board.

Having a sustainable and reliable airport with versatile air travel connections are vital to community growth, business attraction and job creation. Proximity to well connected airports leads to a surge in demand for housing, offices, and commercial spaces. Airports also attract businesses and trade. Also we need to explore the possibilities of working with the federal government and securing

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

I have industry knowledge and experience in the aviation industry and financial acumen. I have experience in governmental budgeting, grant writing, and state and local governance operations. The airport board benefits from diverse perspectives and a mix of skills to effectively oversee airport management and development.

I possess the key skills that I believe would benefit this board, to include:

1. Community Leader
2. Effective written and oral communicator
3. Collaborator
4. Consensus Builder
5. Open Minded
6. Transparent and Approachable
7. Strategic Planner and Decision Maker
8. Ethical

I am a third generation Great Falls native. My dedication to making our community a better place to live is of paramount importance to me, which is why I lend my talents to a variety of publicly accountable boards and commissions.



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

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

Board/Commission Applying For: Regional Airport Authority		Date of Application: 5/14/2024
Name: Reece Waldo		
Home Address: 433 24th Ave NE, Great Falls, MT 59404		Email address: rwaldo92@gmail.com
Home Phone: -----	Work Phone: -----	Cell Phone: 406-868-2634
Occupation: Industrial Engineer	Employer: Benefis Health System	
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 have worked as an Industrial Engineer / Project Manager throughout my career and have been apart of many policy/procedure making committee throughout my different positions.		
Educational Background: Bachelors of Science Industrial Engineering: Arizona State University, Class of 2016 High School Diploma: Fort Benton High School, Class of 2011		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: Benefis "Empower" Committee which promotes physical and mental wellness throughout the system. Habitat for Humanity during college		
Previous and current public experience (elective or appointive): None other than high school student council positions		
Membership in other community organizations: None, looking to get involved		

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?

Are you a Qualified Elector? Yes No
(Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)

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

I have been back living in Great Falls for 6 years now and have decided that I want to get involved in the community in some capacity. This position interested me as it has an important role in the future of this region of Montana. I also have a hobby/passion for all things aviation related so this seemed to fit my interests well.

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

I have been working in a professional setting since 2014 and have always committed myself to committees and extracurriculars in the workplace like the aforementioned Empower Committee, Road Clean Up Crews, Organizing Fundraisers for Down Bad Employees, Organizing Food Drives, etc. I have also served in several project management and supervisory roles during my career.

Additional comments:

I realize I am a young candidate without many relative experiences for this role but I'm ready to start giving back to this community/region that I call home. I appreciate your time considering my application. Thank you.

Signature  Date: 5/14/2024

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:

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

Hand Deliver: City Manager's Office
Civic Center, Room 201
2 Park Drive South

Email:
kartis@greatfallsmt.net



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

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

Board/Commission Applying For: AIRPORT AUTHORITY BOARD		Date of Application: MAY 10, 2024
Name: ELIZABETH (LIZ) WHITING		
Home Address: 1329 DIXIE LN GTF, MT		Email address: Liz@whittings.org
Home Phone: 406-202-0067	Work Phone: 406-401-8127	Cell Phone: —
Occupation: DIRECTOR OF GRADUATE MEDICAL EDUCATION		Employer: TOURO COM - MT
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain) I CAN FLEX MY TIME		
Related experiences or background: SERVED AS COMMISSIONER ; CHAIRMAN OF HELENA AIRPORT AUTHORITY BOARD 2016-2021		
Educational Background: MASTER'S IN MANAGEMENT ; LEADERSHIP BACHELOR'S IN BUSINESS		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: PEACE HOSPICE VOLUNTEER 2021 - CURRENT MT STATE PARKS ; REC BOARD (APPOINTED BY GOV) 2021 - PRESENT HELENA COLLEGE FOUNDATION BOARD 2016-2018 HELENA SCHOOL BOARD COMMUNITY RELATIONS CMTE 2013-2016		
Previous and current public experience (elective or appointive): MT STATE PARKS ; REC BOARD (APPOINTED BY GOV) MT STATE HOUSE OF REPRESENTATIVES HD 80 2011-2014		
Membership in other community organizations: HELENA CHAMBER OF COMMERCE CONVENTION ; VISITORS BUREAU 2009-2011 YMCA VOLUNTEER 2000-2005		

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?
HELENA AIRPORT AUTHORITY 2016 - 2021

Are you currently serving on a Board? Yes No If yes, which board?
MT STATE PARKS : RECREATION BOARD

Are you a Qualified Elector? Yes No
(Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)

Please describe your interest in serving on this board/commission?
I LOVE TOURISM AND PROMOTING OUR CITY : STATE. I THOROUGHLY ENJOYED MY SERVICE IN HELENA AND WANT TO BECOME MORE INVOLVED IN GREAT FALLS.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission? I LEARNED SO MUCH IN THE 5 YEARS I SERVED IN HELENA. I UNDERSTAND THE CHALLENGES WITH GETTING AIR SERVICE : CHANGING FAA REGULATIONS. I ALSO WENT THROUGH THE ENTIRE REMODEL PROCESS.

Additional comments:
I WOULD BE HONORED TO SERVE!

Signature


Date:
May 10, 2024

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.

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P.O. Box 5021
Great Falls, MT 59403

Hand Deliver: City Manager's Office
Civic Center, Room 201
2 Park Drive South

Email:
kartis@greatfallsmt.net

JOURNAL OF COMMISSION PROCEEDINGS
June 4, 2024

Regular City Commission Meeting

Mayor Reeves presiding
 Gibson Room 212

CALL TO ORDER: 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Cory Reeves, Joe McKenney, Rick Tryon, Shannon Wilson, and Susan Wolff. Also present were City Manager Greg Doyon and Deputy City Manager Chuck Anderson; Public Works Director Chris Gaub; Planning and Community Development Director Brock Cherry; Finance Director Melissa Kinzler; Park and Recreation Director Steve Herrig; City Attorney David Dennis and Deputy City Attorney Rachel Taylor; Police Chief Jeff Newton; and City Clerk Lisa Kunz.

AGENDA APPROVAL: City Manager Greg Doyon noted that the applicant withdrew the Conditional Use Permit application and agenda item #21 was pulled from the agenda. There were no proposed changes to the agenda by the City Commission. The Amended Agenda was approved as presented.

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: Commissioner McKenney noted that Agenda Item 20 is a request by Town Pump for a zoning change. He had a past business relationship with Town Pump as an amusement and gaming route operator. He was also past president of the Montana Gaming Industry Association. Those past professional connections are no longer active. He intends to participate and vote on that agenda item.

1. **PROCLAMATIONS**

NeighborWorks Week [June 1-8, 2024].

MILITARY UPDATES

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

Colonel Scott Smith, Wing Commander of the 120th Airlift Wing, provided the following updates:

- MANG is expected to receive between two and four C130J aircraft on March 4, 2026.
- MANG was granted \$40 million for construction of a planned fuel cell, new tie downs to fit the C130J aircraft and a secondary entry gate to accommodate fuel delivery.
- MANG is working on its 10-year plan that includes \$255 million dollars in projects.
- An exercise is scheduled June 7-12, 2024.
- As part of their state partnership program, USAF and Army personnel will fly to Sri Lanka to work an exercise in support of that relationship.
- The Boss Lift and Family Day is scheduled August 10, 2024.
- Colonel Barry Little is retiring tomorrow.

JOURNAL OF COMMISSION PROCEEDINGS
June 4, 2024

3. PETITIONS AND COMMUNICATIONS

Jasmine Taylor, Matt Pipinich, Kelly Quick, Rev. Lynne Spencer Smith, Stacy Dekoning, Nick Henry, Isaac Bacon, Gerry Jennings, Chuck Jennings, Jeffrey Brainard, Kim McKeehan and Kelly McKeehan all spoke in opposition to Mayor Reeves' Facebook statement that he has decided not to issue a Pride Month Proclamation because all citizens should be treated with equal respect and dignity, without government interference in personal matters. Comments in opposition included:

- It is discriminatory by singling out this specific minority group.
- The decision is a mistake and hurtful, and Mayor Reeves was urged to change his mind.
- To better understand the community, attend Safe Zone training at the LGBTQ Center.
- Reach out to see if the LGBTQ Center can be part of the solution.
- Whether it is proclaimed or not, it is an undisputable fact that June is Pride Month.
- Discussions like this create environments that motivate people's decision to say they would rather be dead than queer.
- A Pride Month Proclamation could be one-step towards righting wrongs and creating Great Falls to be a safe space for everyone.
- The benefit of a proclamation is that it publicly states that the government stands in solidarity with the marginalized group and implicitly stands in opposition to the social conditions that the marginalized group had to overcome.
- All lives matter.
- It is not about relationships, it is about identity.
- By this silence, "you" enable people to harm this minority group that is particularly vulnerable.
- All benefit when people who are different come together and create more love.

John Hubbard, City resident, spoke in opposition to the EPA's unfunded mandate pertaining to the inventory and replacement of lead service lines, as well as increases in utility rates and state taxes.

NEIGHBORHOOD COUNCILS

4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

BOARDS AND COMMISSIONS

5. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

6. APPOINTMENTS TO THE HISTORIC PRESERVATION ADVISORY COMMISSION (HPAC).

JOURNAL OF COMMISSION PROCEEDINGS**June 4, 2024**

Mayor Reeves reported that Rich Ecke was appointed to the HPAC for a three-year term on May 1, 2018 and has served two full terms. Ellen Sievert was appointed on February 20, 2018 and also served two full terms. Advertisement was done in accordance to City policy. Applications were received from Mr. David Erdmann, Ms. Jeanne Price and Ms. Megan Sanford.

Commissioner Wilson moved, seconded by Commissioner Tryon, that the City Commission appoint Jeanne Price and Megan Sanford to the Historic Preservation Advisory Commission for three-year terms through April 30, 2027,

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

Hearing none, Mayor Reeves called for the vote.

Motion carried 5-0.

CITY MANAGER**7. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

City Manager Greg Doyon made the following announcements:

- Great Falls Public Library is hosting a summer bash on June 8, 2024 from 3:00-6:00 p.m.
- Beginning June 9, 2024, the Great Falls Public Library will be open seven days per week.
- Due to a software conversation, the Finance Department will not be able to take payment for services on-line for about 30-days. Payment is accepted at the window, by mail, or by bill pay.
- The two-hour free parking trial at the North Parking Garage began June 1st and will continue through August 31st.
- Deputy City Manager Chuck Anderson tendered his resignation. He will be putting together a recruitment process to fill that vacancy.

CONSENT AGENDA.

8. Minutes, May 21, 2024, City Commission Meeting.
9. Total Expenditures of \$2,317,335 for the period of May 9, 2024 through May 22, 2024, to include claims over \$25,000, in the amount of \$1,553,567.
10. Contracts List.
11. Approve the purchase of two new 520 Peterbilt tandem axle cab & chassis with a Heil rapid rail thirty-three yard body from Jackson Group Peterbilt of Missoula, Montana through Sourcewell, for a total of \$859,846.00.

JOURNAL OF COMMISSION PROCEEDINGS**June 4, 2024**

12. Approve the purchase of one new 548 Peterbilt tandem axle cab & chassis with a GS Products Commercial Side Loader from Jackson Group Peterbilt of Missoula, Montana through Sourcewell, for a total of \$329,114.00.
13. Approve the annual bid award for asphaltic concrete material to Great Falls Sand and Gravel, Inc. for \$859,600.00.
14. Award a Professional Services Agreement in the amount \$178,000 to retain TD&H Engineering Inc., for the City of Great Falls Water Treatment Plant Head House and Rapid Mix Vault project, and authorize the City Manager to execute the agreement documents. **OF 1332.7**
15. Award a contract in the amount of \$594,625.00 to United Materials of Great Falls, Inc., for the 32nd Street South ADA Upgrades, Phase 1, and authorize the City Manager to execute the necessary documents. **OF 1788.1**
16. Award a contract in the amount of \$2,500,817.50 to Capcon Inc. for the Southwest Side Water Main Replacement – Phase 4 and authorize the City Manager to execute the contract documents. **OF 1432.5**
17. Set Public Hearing for Tourism Business Improvement District (TBID) FY2024 Budget Amendment for June 18, 2024.
18. Set Public Hearing on Resolution 10543 – Budget Amendment Resolution for June 18, 2024.

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

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

Commissioner Wilson noted the consent agenda items show the great work of the Public Works Department and all that they do. She is looking forward to TD&H Engineering's report in response to Item 14.

Commissioner McKenney referred to page 29 of the agenda packet, and received clarification that the police interceptor hybrid units have served the City well and save money on fuel. The price listed does not include the add ons that will be installed by Central Garage. The replacements are part of the equipment revolving schedule.

Mayor Reeves called for the vote for agenda items 8-18.

Motion carried 5-0.

19. Approve Addendum #3 to the Lease Agreement with Community Early Education Center LLC for a Child Care Service Center located at the Community Recreation Center, 801 2nd Avenue North.

JOURNAL OF COMMISSION PROCEEDINGS**June 4, 2024**

Commissioner Tryon moved, seconded by Commissioner Wolff, that the City Commission approve agenda item 19 in the Consent Agenda as presented.

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

Hearing none, Mayor Reeves called for the vote on agenda item 19.

Motion carried 5-0.

PUBLIC HEARINGS

20. ORDINANCE 3266, TO REZONE THE PROPERTY ADDRESSED AS 1525 3RD STREET NW FROM M-2 MIXED-USE TRANSITIONAL TO C-2 GENERAL COMMERCIAL.

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

Planning and Community Development Director Brock Cherry reported that the subject property located at 1525 3rd Street NW includes a vacant commercial building on 0.87 acres and is currently within the M-2 Mixed-use Transitional Zoning District. The applicant requests a zoning map amendment to rezone the subject property to C-2 General Commercial to allow for the redevelopment of the existing building into a lounge, casino, and provide off-premise alcohol sales. The proposed land uses are not permitted within the M-2 Zoning District, necessitating the request to rezone the property to C-2, which allows a lounge, casino, and off-premise alcohol sales as permitted uses.

The property was most recently the west side location of the restaurant “Best Wok,” which was established in 2016. Before Best Wok, the site was the location of the restaurant “New Peking,” which included a lounge, casino, and liquor sales. At that time, each use was considered legal nonconforming as they were established upon the property before current zoning regulations. According to OCCGF §17.64.020, if a nonconforming use ceases for any reason for more than twenty-four (24) months, any subsequent use shall conform with this Title. According to City records, the previous uses of a lounge, casino, and liquor sales have not occurred on-site in more than (24) months.

Staff reviewed the Growth Policy, and the Missouri River Urban Corridor Plan which includes this property, that set forth the City should aim to utilize infrastructure and aim to identify underutilized parcels for redevelopment; aim to expand, retain and attract new businesses; and, should prioritize infill development and incentivize the redevelopment of vacant properties.

Planning and Community Development staff conducted a traffic analysis. The subject property currently has two accesses on 3rd Street NW. The proposed C-2 District primarily intends to accommodate high-traffic businesses that focus on vehicle traffic. Staff finds the request to rezone to C-2 is appropriate because of the existing conditions of the commercial site and its location upon a principal arterial, 3rd Street NW, which can accommodate high-traffic business activity, which is a defining characteristic of the C-2 District.

JOURNAL OF COMMISSION PROCEEDINGS**June 4, 2024**

The Neighborhood Council voted 2-1 to support the rezone request. The Zoning Commission voted unanimously to approve the rezone.

Paxton Ellis, Big Sky Civil and Environmental, 1324 13th Avenue SW, representing the applicant, introduced himself and Dan Sampson, the applicant's Director of Construction and Development.

Mayor Reeves asked if the Commissioners had any questions of staff or applicant's representatives.

Commissioner Tryon inquired when the 24-month countdown started.

Director Cherry clarified that staff utilizes supporting documents and evidence to determine a business is no longer operating. In this case, it was longer than 24-months since that property has been active or had business operations.

Commissioner Tryon inquired how often this same type of re-zone has been done in the past.

Director Cherry does not believe this is common for this type of re-zone, and does not anticipate seeing a multitude of applications like this in the future.

Commissioner Tryon inquired if Town Pump purchased New Peking's liquor license or a different already existing liquor license.

Dan Sampson, Director of Construction and Development for Town Pump, 600 S. Main, Butte, MT, commented that liquor license was purchased from another local business in Great Falls.

Mayor Reeves asked if there were any comments from the public in support of Ordinance 3266.

Hearing none, Mayor Reeves asked if there were any comments from the public in opposition to Ordinance 3266.

Steve Gillespie, City resident, suggested rather than entertaining similar individual re-zone requests, that code be amended to permit casinos in M-2 zoning districts.

There being no one further to address the Commission, Mayor Reeves closed the public hearing and asked the will of the Commission.

Commissioner Wolff moved, seconded by Commissioners Tryon and Wilson, that the City Commission adopt Ordinance 3266 allowing the rezone request from M-2 Mixed-use Transitional to C-2 General Commercial for the property legally described in the Staff Report, and the accompanying Basis of Decision, subject to the Conditions of Approval being fulfilled by the applicant.

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

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Commissioner Tryon commented that he would vote in favor, noting the business will provide employment and income opportunities, and a tax base for the city.

Commissioner McKenney commented that he previously owned the Cartwheel Casino that is currently a restaurant. His liquor license was sold separately. He explained that the number of liquor licenses is static and does not increase. The existing licenses move from place to place.

To him, the area looks like a commercial zone, and suggested that be considered during the Growth Policy Update.

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

Motion carried 5-0.

- 21. RESOLUTION 10546, REQUEST FOR A CONDITIONAL USE PERMIT FROM ANNALIZA KOCZUE, OWNER OF PARK VIEW ASSISTED LIVING, FOR A "TYPE II COMMUNITY RESIDENTIAL FACILITY" LAND USE UPON THE PROPERTY ADDRESSED AS 2201 11TH STREET SW.**

At the request of applicant, agenda item #21 was pulled from the agenda.

OLD BUSINESS

NEW BUSINESS

ORDINANCES/RESOLUTIONS

- 22. ORDINANCE 3267, TO ASSIGN R-2 SINGLE-FAMILY MEDIUM DENSITY ZONING TO PROPERTY ADDRESSED AS 2617 6TH STREET NORTHWEST.**

Planning and Community Development Director Brock Cherry reported that the owner of the property addressed as 2617 6th Street NW submitted an application in February of 2024 to annex the existing residence into the City for the purpose of connecting to City sanitary sewer utilities due to continuous septic failure. The subject property has an existing City water connection.

The annexation request for the subject property consists of approximately 0.413 acres. The property is contiguous to the existing City limits along the south and east property lines. The request to annex the subject property will utilize existing utility infrastructure and is located within an area currently served by City Fire and Police. A sanitary sewer service will be installed as part of this request. The applicant will bear the cost of the sanitary sewer connection per the agreed-upon terms of the Annexation Agreement. The annexation will add one (1) lot within the city, which will increase the City's tax base and increase revenue. The requested annexation is supported by City staff to allow the property owner to connect to the City sanitary sewer main.

The subject property is being proposed for R-2 Single-family Medium Density zoning. The R-2 zoning district aligns with the existing use of a single-family residence upon the property and aligns with the existing surrounding residential uses. Nearby residences within the City limits of Great Falls are within the R-2 zoning district.

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June 4, 2024

Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission accept Ordinance 3267 on first reading and set a public hearing for July 2, 2024.

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

Motion carried 5-0.

23. RESOLUTION 10549, TO DEDICATE PORTIONS OF 25TH STREET NORTH AND RIVER DRIVE NORTH AS PUBLIC RIGHT-OF-WAY, IN ACCORDANCE WITH § 7-3-4446, MCA, AND APPROVAL OF THE ACCOMPANYING CERTIFICATE OF SURVEY.

Planning and Community Development Director Brock Cherry reported that in July 1996, the City Commission approved a twenty-year lease agreement with Pasta Montana L.L.C., thereby allowing the company to build its food manufacturing plant located at 1 Pasta Place in Great Falls. The lease included provisions that included an option to purchase the property. The lease was updated and extended by the City Commission in 2016. At that time, rather than simply extend the original agreement, City staff took the opportunity to undertake a review of the agreement, obtain expert opinion as to the reasonableness of the new lease amount, and update the agreement's terms. The updated lease carried a 5-year term, expanded environmental provisions, and renewed the option to purchase for appraised value at the time of the exercise of the option, similar to the first lease agreement.

Pasta Montana approached the City of Great Falls in 2021 to pursue purchasing the parcel. In 2022, the City of Great Falls Park and Recreation Department commissioned Stephen Babb of Babb Land Surveying, Inc. to retrace the boundaries of the parcels underlying the lease parcel, and to relocate existing common boundaries to create a separate parcel for the land upon which Pasta Montana is located. As part of this survey, it was determined that the adjoining rights-of-way of 25th Street North and River Drive North were never dedicated as public right-of-way. In addition to preparing the parcel for sale to Pasta Montana, the proposed Certificate of Survey corrects this omission and formally dedicates the existing roadways as public right-of-way.

Resolution 10549 would formally dedicate approximately 362 linear feet of 25th Street N and approximately 2000 linear feet of River Drive North as public right-of-way that is currently used as a public roadway. A legal description of the area to be dedicated is provided in the *Certificate of Survey*. Montana Code Annotated (MCA) 7-3-4446 requires public right-of-way to be dedicated as part of a plat bearing approval by the governing body. Additionally, approval of the proposed Certificate of Survey creates the parcel that is to be sold to Pasta Montana.

Commissioner Tryon moved, seconded by Commissioners Wilson and Wolff, that the City Commission adopt Resolution 10549 and approve the accompanying Certificate of Survey.

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

Motion carried 5-0.

JOURNAL OF COMMISSION PROCEEDINGS**June 4, 2024****CITY COMMISSION****24. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Commissioner Wilson reported that she learned a lot about the state of homelessness at the 2024 Montana Housing Summit that was held in Missoula. There is a big increase in seniors and disabled people losing housing. When prisoners and State hospital patients are released, they have nowhere to go either. A vigil was held this evening at the Methodist Church for another unhoused Great Falls citizen that passed away. She looks forward to more discussion about what the community can do, and to work with State Legislators on this problem.

She also announced that June is Post Traumatic Stress Disorder (PTSD) Awareness Month. This country loses an average of 22 veterans a day to suicide due to PTSD. First responders are also affected by PTSD.

Commissioner Wilson concluded that June is also Pride Month. The LGBTQ community deserves recognition as no other group receives more hate incidents and discrimination than their community. They are not looking for special rights. They are just looking for equal rights.

Commissioner Wolff reported that she was not complicit with Mayor Reeves' decision not to issue a Pride Month Proclamation. It was upsetting to her for all the reasons heard tonight.

Commissioner Tryon referred to the work session agenda item pertaining to Charlie Mesler's request that the Commission consider his land swap proposal. The information he obtained from Cadastral was that Mr. Mesler's properties were valued at \$88,000 and the combined City properties were valued at \$370,000. That is one of the reasons he did not think the proposal was fair.

He further noted that he agrees with Mayor Reeves' reasoning and supports his decision not to issue a Pride Month Proclamation. What he objects to is speakers at the podium implying that people on this Commission are somehow dishonorable or that they are somehow, by the decisions that they make, leading to people committing suicide. It is reprehensible to imply that anybody sitting on this City Commission was doing something out of homophobic or bigoted motivation. There are people who have hateful tendencies towards minority groups including LGBTQ+. But, that does not reflect on the official business or the official stance of the City or of the Mayor.

25. COMMISSION INITIATIVES.

None.

JOURNAL OF COMMISSION PROCEEDINGS
June 4, 2024

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Reeves, to adjourn the regular meeting of June 4, 2024, at 8:21 p.m.**

Motion carried 5-0.

Mayor Cory Reeves

City Clerk Lisa Kunz

Minutes Approved: June 18, 2024

DRAFT



Commission Meeting Date: June 18th, 2024
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

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

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECKS	05/23/2024 - 06/05/2024	670,312.93
MISCELLANEOUS ACCOUNTS PAYABLE WIRES	05/23/2024 - 06/05/2024	2,080.04
	SUB TOTAL: \$	<u>672,392.97</u>
MUNICIPAL COURT CHECKS	05/23/2024 - 06/05/2024	119,159.95
	GRAND TOTAL: \$	<u>791,552.92</u>

GENERAL FUND

SPECIAL REVENUE FUNDS

COVID RECOVERY

WADSWORTH BUILDERS COMPANY INC	CIVIC CENTER PARTIAL HVAC RENOVATION	61,954.48
WADSWORTH BUILDERS COMPANY INC	CIVIC CENTER COURT RELOCATION PROJEC	38,372.40

STREET DISTRICT

CODY KUGLIN	CONCRETE REPAIR FOR UTILITIES PMT/2 (SPLIT AMONG FUNDS)	2,099.20
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FEDERAL BLOCK GRANTS

PLAYSPACE DESIGNS INC	BABY POOL SPLASH PAD	93,909.50
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DEBT SERVICE FUNDS

WEST BANK TID BONDS

TALCOTT PROPERTIES LLC	TIF REIMBURSEMENT WEST BANK SEWER	153,903.23
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CAPITAL PROJECT FUNDS

ENTERPRISE FUNDS

WATER

CODY KUGLIN	CONCRETE REPAIR FOR UTILITIES PMT/2 (SPLIT AMONG FUNDS)	24,464.43
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INTERNAL SERVICE FUNDS

TRUST AND AGENCY FUNDS

COURT TRUST MUNICIPAL COURT

CITY OF GREAT FALLS

FINES & FORFEITURES COLLECTIONS

92,335.74

UTILITY BILLS

CLAIMS OVER \$25,000 TOTAL:

\$ 467,038.98



Commission Meeting Date: June 18, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Purchase of Liquid Aluminum Sulfate
From: Water Treatment Plant
Initiated By: Public Works Department
Presented By: Christoff Gaub, Public Works Director
Action Requested: Consider Bid and Approve Purchase

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/not accept) the low bid from Thatcher Company of Montana Inc. authorizing staff to purchase Liquid Aluminum Sulfate in the amount of \$583.00 per ton, up to the maximum amount of 800 dry tons.”

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

Staff Recommendation: Staff recommends the City Commission accept the low bid from Thatcher Company of Montana Inc. in the amount of \$583.00 per dry ton for Liquid Aluminum Sulfate for FY2025.

Summary:

Liquid Aluminum Sulfate is used in the water treatment process to coagulate suspended particles in the raw water stream to allow their removal. Specifications and bid materials were prepared for the purchase of Liquid Aluminum Sulfate for the Water Treatment Plant for the upcoming fiscal year. The specifications were advertised two times in the Great Falls Tribune, emailed to 14 prospective bidders, and advertised on the City of Great Falls website. The bids were opened on June 5, 2024. There were 4 responsive bids

Conclusion:

The bid from Thatcher Company of Montana Inc. meets the specifications and is the lowest acceptable bid for Liquid Aluminum Sulfate at \$583.00 per dry ton.

Fiscal Impact:

This price reflects a 2.35% Decrease from the FY 2024 price per dry ton. The new contract would allow for the purchase of a maximum of 800 dry tons for a total cost of \$464,000.00.

Alternatives:

The City Commission could vote not to approve the bid award for Liquid Ammonium Sulfate. Without the Liquid Aluminum Sulfate, the Water Treatment Plant will not be able to properly treat the municipal water supply, and endanger the health of the citizens of Great Falls.

Attachments/Exhibits:

Bid Tabulation

CITY OF GREAT FALLS
 PO BOX 5021
 GREAT FALLS MT 59403

LIQUID ALUMINUM SULFATE

Project Number OF 1825.1
 Bids Taken at Civic Center
 Date: June 5, 2024
 Tabulated By: James Hewett
 Page 1 of 1

NAME & ADDRESS OF BIDDER	Bid Security	Affidavit of Non-Collusion	<u>Cost per Ton</u> Total-800 Tons
Thatcher Company of Montana Inc.	Yes	Yes	\$583.00 \$464,000.00
Chemtrade Chemicals	Yes	Yes	\$730.00 \$584,000.00
Kemira	Yes	Yes	\$798.00 \$624,000.00
Pelican Chemicals	Yes	Yes	\$840.00 \$672,000.00



Commission Meeting Date: June 18, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Purchase of Liquid Ammonium Sulfate (LAS)
From: Water Treatment Plant
Initiated By: Public Works Department
Presented By: Christoff Gaub, PW Director
Action Requested: Consider Bid and Approve Purchase

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/not accept) the low bid from Thatcher Company of Montana Inc., authorizing staff to purchase Liquid Ammonium Sulfate in the amount of \$780.00 per ton, up to the maximum amount of 100 tons.”

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

Staff Recommendation: Staff recommends the City Commission accept the low bid from Thatcher Company of Montana Inc. in the amount of \$780.00 per ton for Liquid Ammonium Sulfate for FY2025.

Summary:

Liquid Ammonium Sulfate is used in combination with chlorine to generate monochloramines for longer lasting disinfection that produces fewer disinfection by-products (DBPs). Specifications and bid materials were prepared for the purchase of Liquid Ammonium Sulfate for the Water Treatment Plant for the upcoming fiscal year. The specifications were advertised two times in the Great Falls Tribune, emailed to 14 prospective bidders, and advertised on the City of Great Falls website. The bids were opened on June 5, 2024. There were 2 responsive bids.

Conclusion:

The bid from Thatcher Company of Montana Inc. meets the specifications and is the lowest acceptable bid for Liquid Ammonium Sulfate at \$780.00 per ton.

Fiscal Impact:

This price reflects a 0.0% Decrease/Increase from the FY2024 contract price. The new contract would allow for the purchase of a maximum of 100 tons for a total cost of \$78,000.00.

Alternatives:

The City Commission could vote not to approve the bid award for Liquid Ammonium Sulfate. Without the Liquid Ammonium Sulfate, the Water Treatment Plant will not be able to properly treat the municipal water supply, and endanger the health of the citizens of Great Falls.

Attachments/Exhibits:

Bid Tabulation

CITY OF GREAT FALLS
PO BOX 5021
GREAT FALLS MT 59403

LIQUID AMMONIUM SULFATE

Project Number OF 1825.1
Bids Taken at Civic Center
Date: June 5, 2024
Tabulated By: James Hewett
Page 1 of 1

NAME & ADDRESS OF BIDDER	Bid Security	Affidavit of Non- Collusion	<u>Cost per Ton</u> Total-100 Tons
Thatcher Company of Montana Inc.	Yes	Yes	\$780.00 \$78,000.00
Chemtrade Chemicals	Yes	Yes	\$860.00 \$86,000.00



Commission Meeting Date: June 18, 2024
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Purchase of Liquid Chlorine
From: Water Treatment Plant
Initiated By: Public Works Department
Presented By: Christoff Gaub, Public Works Director
Action Requested: Consider Bid and Approve Purchase

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/not accept) the low bid from Thatcher Company of Montana Inc., authorizing staff to purchase Liquid Chlorine in the amount of \$2,600.00 per ton, up to the maximum amount of 80 tons.”

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

Staff Recommendation: Staff recommends the City Commission accept the low bid from Thatcher Company of Montana Inc. in the amount of \$2,600.00 per ton for Liquid Chlorine for FY2025.

Summary:

Liquid Chlorine is used in the water treatment process for disinfection. Specifications and bid materials were prepared for the purchase of Liquid Chlorine for the Water Treatment Plant for the upcoming fiscal year. The specifications were advertised two times in the Great Falls Tribune, emailed to 14 prospective bidders, and advertised on the City of Great Falls website. The bids were opened on June 5, 2024. There was 1 responsive bid.

Conclusion:

The bid from Thatcher Company of Montana Inc. meets the specifications and is the lowest acceptable bid for Liquid Chlorine at \$2,600.00 per ton.

Fiscal Impact:

This price reflects a 0.0% Increase/Decrease from the FY 2024 contract price. The new contract would allow for the purchase of a maximum of 80 tons for a total cost of \$208,000.00.

Alternatives:

The City Commission could vote not to approve the bid award for Liquid Chlorine. Without Liquid Chlorine, the Water Treatment Plant will not be able to properly treat the municipal water supply, and endanger the health of the citizens of Great Falls.

Attachments/Exhibits:

Bid Tabulation

CITY OF GREAT FALLS
PO BOX 5021
GREAT FALLS MT 59403

LIQUID CHLORINE

Project Number OF 1825.1
Bids Taken at Civic Center
Date: June 5, 2024
Tabulated By: James Hewett
Page 1 of 1

NAME & ADDRESS OF BIDDER	Bid Security	Affidavit of Non- Collusion	<u>Cost per Ton</u> Total-80 Tons
Thatcher Company of Montana Inc.	Yes	Yes	\$2,600.00 \$208,000.00



Commission Meeting Date: June 18, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Professional Services Agreement: 5th Street Drainage - 10th Ave S Crossing OF 1811.2

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Consider and Approve Professional Services Agreement

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) a professional services agreement in the amount of \$92,287.00 to Great West Engineering, Inc. for the 5th Street Drainage and 10th Ave South Crossing project, and authorize the City Manager to execute the agreement documents.”

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

Staff Recommendation: Approve the professional services agreement.

Summary: The intersection of 10th Avenue South and 5th Street South was inundated with storm water during the major storm event in 2016. This agreement would have Great West Engineering design and manage the next phase of this project, which will improve the drainage along 5th Street South. This phase of the project is very technical and challenging due to the volume of traffic along 10th Avenue South and the large number of utility lines located under 10th Avenue South. The engineering services included with this agreement encompass survey and field investigations, preliminary and final design, bidding services, and construction phase support.

Background: Previously, the City retained Great West to perform a stormwater basin study for the project area. The study assessed the existing storm drainage inlets and piping in critical sections of the 9th Ave S Basin where flooding has been problematic. The 9th Ave S Basin is the area of land where precipitation is gathered by the major storm pipe located beneath 9th Ave S, eventually draining into the Missouri River. For a visual aid, see the storm drain system map on the attached project summary sheet. The study identified system deficiencies and provided recommendations for improvements to prevent surface flooding during minor (5-year) storms. According to the Drainage Report, 9th Ave S Basin – Inlet Study Phase 1 (2022), "The sag at the intersection of 10th Ave S and 5th St S is the low point for all of the 9th Ave S Basin that lies to the south of 10th Ave S. Any surface flow that is not able to be captured by the subsurface storm drain system or infiltrate into the soil, eventually makes its way to this

intersection, where it pools and spills over the crown of 10th Ave S and down to the intersection of 9th Ave S and 5th St S."

To mitigate surface flooding at this intersection during minor storms, the report identified two storm drain system improvements: additional inlet interception capacity and storm drain upsizing going across 10th Avenue S down to the 9th Ave S interceptor.

Significant Impacts:

This project involves unique challenges, especially regarding the crossing of 10th Ave S. Great West will coordinate with the Montana Department of Transportation and the City of Great Falls to develop an acceptable solution to improve the existing storm drainage system underneath 10th Ave S with minimal impacts to the road users.

Citizen Participation:

There may be minor impacts to the public during the design phase. The consultant will work with the City of Great Falls to perform exploratory excavations to identify potential conflicts at utility crossings. City Staff and the consultant will work with Bison Ford and other businesses along the construction path by communicating the construction schedule and minimizing construction impacts when practical. The full extent of the impact on the public during the construction phase will not be known until after a design solution has been developed.

Workload Impacts:

City Engineering staff will provide project management and engineering services support.

Project Work Scope:

See attached Project Summary Sheet.

Evaluation and Selection Process:

Great West was selected to provide engineering services based on a rotational system outlined in the City of Great Falls Architects, Engineers, and Surveyors Selection Policy dated February 13, 2019, as well as their knowledge and familiarity with the City's storm drainage system in the project area.

Conclusion:

Staff recommends awarding the agreement to Great West to design the next phase of work identified in the 9th Avenue South Basin – Inlet Study, which will extend the storm drainage improvements across 10th Avenue South.

Fiscal Impact: The project has been selected, prioritized, and executed in accordance with the Public Works Capital Improvements Program and budgeted utilizing available funds from the Storm Enterprise Fund.

Alternatives: The City Commission has the option to decline the Professional Services Agreement and instruct City Staff to: (1) Choose an alternative consultant, potentially leading to increased fees and project delays. (2) Delay the project for a later date, resulting in continued surface water ponding at the intersection of 10th Ave S and 5th St S during minor storm events.

Attachments/Exhibits:

Professional Services Agreement
Project Summary Sheet

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**, 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 NINETY TWO THOUSAND TWO HUNDRED AND EIGHTY SEVEN DOLLARS (\$92,287.00) 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 Consultant’s negligence and/or errors or omissions in the performance of this Agreement and Consultant’s work on the Project contemplated herein or work of any subcontractor or supplier to Consultant. The foregoing duty to defend shall apply solely to any such defense obligations that are covered by Consultant’s insurance specified in this Agreement. 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 | \$1,000,000 combined single limit |
| 4. | Workers’ Compensation | Not less than statutory limits |

5.	Employers' Liability	\$1,000,000
6.	Professional Liability (E&O) (only if applicable)	\$1,000,000 per claim \$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 **Ryan Shaneybrook** 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.

16. **Contractor Relationship:** Consultant shall not at any time supervise, direct, control, or have authority over any contractor’s work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at a project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor’s furnishing and performing of its work. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor’s failure to furnish and perform its work in accordance with the contract between City and such contractor. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Consultant’s own employees and/or agents acting under the direction and control of Consultant) at a project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Consultant.


17. **No Third-Party Beneficiaries:** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

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

CITY OF GREAT FALLS, MONTANA

CONSULTANT

By: _____
Print Name:
Print Title:
Date:

By: 
Print Name: WILLIAM KEMP
Print Title: PRESIDENT
Date: 5-31-2024

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

APPROVED AS TO FORM:

By _____
David G. Dennis, City Attorney*

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

**EXHIBIT A – ENGINEERING SCOPE OF SERVICES
AND SCHEDULE**

5TH ST DRAINAGE – 10th AVE S CROSSING (O.F. 1811.2)

ENGINEERING SCOPE OF SERVICES AND SCHEDULE

INTRODUCTION

The *9th Ave South Basin – Inlet Study Phase 1* project completed in 2022 established that the existing storm drain under 5th Street South that extends from the south edge of 10th Ave South to 9th Ave South is undersized for the 5-year, 2-hour storm event. The study identified upsizing this segment of storm drain and installation of several additional inlets at the intersection with 10th Ave South and 9th Ave South. The engineering services will include the design, bidding phase assistance and limited construction phase assistance for the 5th Street South storm drain improvements. The project extents are shown in **Figure 1** included at the end of the scope of work descriptions.

The CITY is currently in the process of designing an extension of the 5th Street South storm drain to an existing sag vertical curve located approximately 620 feet south of the current 5th Street storm drain terminus. The CONSULTANT'S design will need to be coordinated with the CITY's design.

The services to be provided by the CONSULTANT will include the tasks outlined below.

1.0 DEVELOP SCOPE OF WORK AND AGREEMENT EXECUTION

- Attend a project scoping meeting with the CITY.
- Prepare and coordinate a written scope of work for the project with the CITY.
- Prepare a fee estimate for the engineering services and execute an agreement with the CITY.

2.0 SURVEY AND FIELD INVESTIGATIONS

- Initiate a utility locate request for the project area. Coordinate with the CITY on water service locations.
- Set approximately four survey control points in the immediate vicinity of the project for use during design and construction. A local coordinate system will be utilized for the project. The CITY's vertical datum will be utilized.
- Perform topographic pickup survey to facilitate detailed design for the storm drainage improvements. GPS survey is anticipated. Survey will include storm drain manholes and inlets, sewer manholes, water valve boxes, the street surfaces, curb and gutter along both sides of the streets, curb returns, sidewalks, sidewalk joint patterns at inlet replacement locations, light poles and utilities marked by the locate request. The survey will also include measure downs to establish invert elevations of piping in manholes and inlets.

- Meet with private utility companies as necessary to verify approximate locations, sizes and depths of existing utilities, including gas, power and communications lines.
- The CONSULTANT will also coordinate with the CITY to perform exploratory excavations at critical utility crossings to identify potential conflicts with the new storm drain and to facilitate design of modifications to resolve any conflicts. It is assumed the exploratory excavations will be performed by the CITY. CITY provided exploratory excavations will only be performed for utilities outside of the concrete surfacing limits of 10th Ave South. The CONSULTANT will survey the elevations of the utilities once they have been exposed by the CITY. Any traffic control required will be coordinated by the CONSULTANT. Actual traffic control measures will be provided by the CITY. It is anticipated that the new storm drain will cross two existing water mains under 10th Ave South. It is assumed that measure downs of gate valve boxes and waterline as-built plans will be used to establish the depths of these waterlines for coordination of the new storm drain design. Similarly, the locations and depth of any private utilities (gas, communications, power) within 10th Ave South will be established through discussions with the utility owners and review of their utility maps. If exploratory excavations within 10th Ave South are determined to be necessary, an amendment can be executed to incorporate those services or the CITY may contract directly with a contractor to complete that work.
- The CONSULTANT will coordinate any televising of existing storm drains that may be necessary to investigate existing conditions. It is assumed the televising will be performed by the CITY. The CONSULTANT will review televising videos for relevant information that may affect the design.
- Verify any Bison Ford building roof drainage connections to the storm drain piping. This effort will involve discussions with the building owner and review of storm drain televising records (provided by CITY).
- The survey data that is gathered will be downloaded and processed to prepare base mapping in AutoCad with topographic features and ground contours depicted.
- Participate in up to two information gathering meetings with the CITY. Meeting minutes will be prepared.

3.0 PRELIMINARY DESIGN (60%)

- Verify drainage patterns and refine delineations of drainage subbasins contributing runoff to the storm drain system based on survey information.
- Review and refine the “Civil Storm” modeling from the *9th Ave South Basin – Inlet Study Phase 1 project (O.F. 1780.0)* to confirm pipe capacities and required pipe upsizing to accommodate the 5-year, 2-hour storm event without surface flooding.
- Perform layout of new storm drainage improvements and develop “proposed” AutoCad base map. Design considerations will include the following:

- Due to the locations of existing waterline piping and storm drain piping under 5th Street South along the west side of Bison Ford, it is anticipated that the new storm drain line through this area will need to run under (or near) the existing east side curb and gutter of 5th Street South.
- Consider keeping the existing 12-inch storm drain along the west side of 5th Street South (west of Bison Ford) in place as is and plan for installation of a new parallel storm drain under the east curb line to provide the needed capacity. Alternatively, a new larger storm drain pipe could be installed to meet the full capacity needed, which would allow for abandonment of the existing storm drain.
- Crossing under 10th Ave South with a new storm drain to increase capacity will be a critical component of the project. Jacking and boring vs. open trenching will be investigated. Consider keeping the existing 24-inch storm drain under 10th Ave South in place as is and plan for installation of a new parallel storm drain under 10th Ave South to provide the needed capacity. Alternatively, a new larger storm drain pipe could be installed under 10th Ave South to meet the full capacity needed, which would allow for abandonment of the existing storm drain under 10th Ave South.
- Consider keeping the existing 27-inch storm drain under 5th Street South between 10th Ave South and 9th Ave South in place and plan for installation of a new parallel storm drain under 5th Street South to provide the needed capacity. Alternatively, a new larger storm drain pipe could be installed to meet the full capacity needed, which would allow for abandonment of the existing storm drain.
- Perform preliminary coordination with MDT regarding the crossing of 10th Ave South with a new storm drain. Consider and establish construction method options that MDT will allow for, including jack and bore and open trenching. Determine Encroachment Permit requirements.
- Prepare a preliminary construction schedule (Gantt chart style). The schedule will run from construction NTP to Substantial Completion. The intent of the schedule is to help inform the decision on open trenching vs. boring under 10th Ave South for the new storm drain piping.
- Facilitate preliminary coordination with private utility companies to address potential conflicts with the new storm drains and options for minimizing impacts.
- Size new storm drain manholes to accommodate new piping sizes and angles of entry/exit.
- Layout saw cut limits for storm drain trenching and boring pits.
- Prepare preliminary plan sheets and details for the new storm drain piping. Details associated with the storm drain improvements will include trenching, surface

restoration sections, inlets, manholes and other miscellaneous details necessary to clearly depict the work. Up to ten sheets are anticipated as follows:

- Cover sheet
 - Project Notes and Legends
 - Overall Site Plan
 - Storm Drain Plan and Profile Sheets (2 sheets)
 - Detail Sheets (5 sheets)
- Prepare a preliminary cost estimate for the storm drainage improvements.
 - Participate in up to two design review meetings with the CITY. Meeting minutes will be prepared.
 - Submit preliminary plans (60%) to the CITY for review.

4.0 FINAL DESIGN (95% AND 100%)

- Incorporate revisions based on CITY review of the preliminary plans.
- Finalize modeling and design for the new storm drains. Perform final inlet capacity and spread width analysis to establish types, sizes and locations of new storm drain inlets. This analysis will be performed with “Civil Storm” software.
- Meet with up to five businesses to discuss and coordinate impacts to vehicle access during construction.
- Assess surface drainage for positive flow to new storm drain inlets. Establish surfacing repair requirements within trenching areas and incorporate design provisions for positive drainage.
- Perform layout and design for modifications to sidewalks, ADA ramps, and curb and gutter which may be necessary to accommodate replacement inlets and new inlets. Up to three areas requiring modifications are included.
- Facilitate final coordination with private utility companies to address conflicts with the new storm drains and any necessary utility relocations.
- Finalize storm drain plan and detail sheets. Up to ten sheets are anticipated as follows:
 - Cover sheet
 - Project Notes and Legends
 - Overall Site Plan
 - Storm Drain Plan and Profile Sheets (2 sheets)
 - Detail Sheets, Including Sidewalk/ADA Ramp Details (5 sheets)

- Perform final coordination with MDT regarding the crossing of 10th Ave South with a new storm drain. Prepare and submit the MDT Encroachment Permit application on behalf of the CITY. Respond to any comments provided by MDT and make design revisions as necessary to obtain approval of the Encroachment Permit.
- Prepare a drainage report to document the hydrologic and hydraulic analysis and recommendations for the new storm drain design, including peak runoff rates, pipe capacity analysis, spread width analysis and inlet design.
- Prepare a design submittal for DEQ review and approval in the event that water main adjustments become necessary to accommodate the new storm drain improvements. DEQ review fees will be paid by the CITY. The submittal will include the water main adjustment details, specifications and brief design memo.
- Prepare a final cost estimate for the storm drainage improvements.
- Prepare technical specifications based on CITY modifications to the Montana Public Works Standard Specifications.
- Prepare contract documents, including invitation to bid, instructions to bidders, bid form, certifications, construction agreement, notice of award, notice to proceed, special provisions and measurement and payment. The CITY's templates for contract documents will be utilized.
- Participate in up to two design review meetings with the CITY. Meeting minutes will be prepared.
- Complete final in-house QC review.
- Submit final construction documents (95%) to the CITY for review.
- Incorporate final revisions into plans, contract documents and specifications based on final CITY review comments.

5.0 BIDDING SERVICES

- Provide CITY with up to 12 sets of the final plans, contract documents and specifications for distribution to bidders and builders exchanges.
- Conduct the pre-bid conference, including preparation of the agenda and minutes.
- Address bidder questions and prepare necessary addenda and clarifications.
- Participate in the bid opening and prepare the bid tabulation.

6.0 CONSTRUCTION PHASE SERVICES

- Conduct a preconstruction conference, including preparation of the agenda and minutes.
- Provide review of shop drawings/submittals for construction materials.
- Provide intermittent site observation to monitor and document construction progress if requested by the CITY to confirm that the construction is in conformance with the plans and specifications. Up to 10 hours of site observation for a field technician are anticipated. Site observation duties will include:
 - Confirm conformance with project plans and specifications.
 - Prepare daily site observation reports for submittal to the CITY.
 - Inform CITY of any nonconforming work or issues.
- Provide assistance to the CITY on interpretation of drawings, specifications, and Contract Documents. Respond to Contractor questions related to the project.
- Assist the CITY with preparation of any necessary change orders.
- Participate in a final inspection with the CITY and Contractor.
- Prepare and provide CITY with one full size (24" x 36") set of mylar as-built drawings for the improvements.

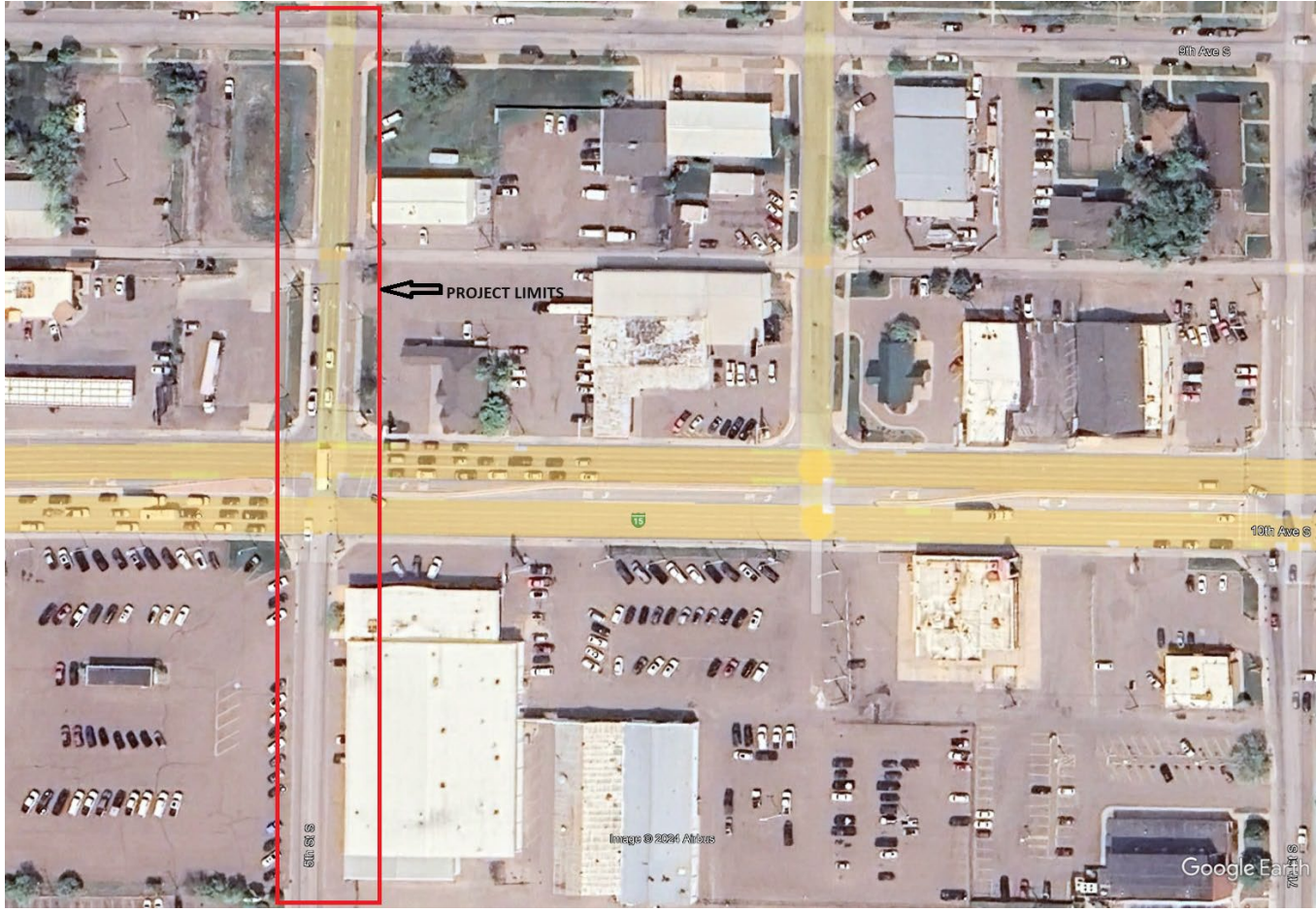


Figure 1 – Project Limits

ASSUMPTIONS

- The engineering services do not include design for replacement of all ADA ramps at intersections. The design includes detailing for modifications of up to three curb return/ADA ramp areas that may be impacted by new inlet installations.
- The engineering services do not include design for street reconstruction. It is assumed that patching of asphalt within trenching limits will be implemented rather than full street reconstruction.
- Geotechnical investigations are not included. If soil classifications are determined to be necessary to facilitate jack and boring design, this can be incorporated with a contract amendment.
- Construction phase services do not include full time construction observation services.

SCHEDULE

The following schedule is anticipated for the study:

<u>Work Item</u>	<u>Completion Date</u>
Notice to Proceed	July 3, 2024
Complete Additional Survey and Investigations	July 31, 2024
Preliminary Design (60%) Submittal to CITY	October 31, 2024
Final Design Submittal (95%) to CITY	January 31, 2025
Final Revisions	February 14, 2025
Advertisement for Bids	Febr -March, 2025
Bid Opening	March, 2025

EXHIBIT B – CITY RESPONSIBILITIES

CITY RESPONSIBILITIES

CITY shall perform or provide the following:

1. Provide all criteria and full information as to CITY'S requirements for the Project, including design objectives, performance requirements, time schedules, and budgetary limitations.
2. Examine all reports, sketches, cost estimates, drawings, plans, and specifications in a timely manner and report to the CONSULTANT any changes desired.
3. Designate the CITY'S representative to work with the CONSULTANT with authority to transmit instructions, receive information, and define CITY'S policies and decisions.
4. Give prompt written notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of any deficiency in the Project or change to the site or scope of services which may substantially affect the CONSULTANT'S performance of services.
5. Provide Public Works staff assistance with manhole and inlet access if required.
6. Provide televising of existing storm drains for select areas if determined to be beneficial during the course of the design.
7. Provide exploratory excavations to expose exiting utilities if determined to be beneficial during the course of the design. The CITY will only provide exploratory excavations for utilities outside of the concrete limits of 10th Ave South. Provide traffic control as needed.
8. Payment for bid advertisement fees.
9. Payment for any required private utility locates.
10. Payment for DEQ review fees associated with water main adjustments (if necessary).

EXHIBIT C – FEE PROPOSAL

**EXHIBIT C
FEE PROPOSAL
5TH STREET DRAINAGE - 10TH AVE S CROSSING (O.F. 1811.2) - ENGINEERING SERVICES**

		Great West Engineering							
WORK DESCRIPTION		PIC	PROJECT MANAGER	PROJECT ENGINEER	CIVIL ENGINEER	SURVEYOR	PROJECT ADMINISTRATOR	CLERICAL	Totals
		\$212.00	\$207.00	\$171.00	\$137.00	\$126.00	\$145.00	\$107.00	
1.0	DEVELOP SCOPE OF WORK AND AGREEMENT EXECUTION								
1.1	Attend Project Scoping Meeting		1						\$207.00
1.2	Prepare and Coordinate Written Scope of Work		3			1			\$747.00
1.3	Prepare Fee Estimate and Execute Agreement	1	2				1		\$771.00
	Subtotal - Develop Scope of Work and Agreement Execution	1	6	0	0	1	1	0	\$1,725.00
2.0	SURVEY AND FIELD INVESTIGATIONS								
2.1	Initiate Utility Locate Request. Coordinate w/ City on Water Service Locations.		1		1				\$344.00
2.2	Set Survey Control			2		4			\$846.00
2.3	Topographical Survey and Field Measurements		1	2	4	12			\$2,609.00
2.4	Meet w/ Private Utility Companies		1	3					\$720.00
2.5	Coordinate Exploratory Excavations		1		2	4			\$985.00
2.6	Coordinate and Review Televising		1	2	2				\$823.00
2.7	Verify Building Roof Drainage Connections			1	1				\$308.00
2.8	Download, Process Survey Data and Update Base Map		1	4		10			\$2,151.00
2.9	Participate in Up To Two Information Gathering Meetings w/ City		3	2			1		\$1,108.00
	Subtotal - Survey	0	9	16	10	30	1	0	\$9,894.00
3.0	PRELIMINARY DESIGN (60%)								
3.1	Verify Drainage Patterns and Refine Subbasin Delineations			4	12				\$2,328.00
3.2	Review and Refine Storm Drain Modeling		1	4	16				\$3,083.00
3.3	Layout of New Storm Drainage Improvements and Proposed Base Map Development		3	4	8				\$2,401.00
3.4	Preliminary Coordination w/ MDT for 10th Ave S Crossing		1	2			1		\$694.00
3.5	Prepare Preliminary Construction Schedule		2	1					\$585.00
3.6	Preliminary Utility Company Coordination and Access Potential Utility Conflicts		1	2	2				\$823.00
3.7	Size New Manholes				1				\$137.00
3.8	Layout Saw Cut Limits		1		2				\$481.00
3.9	Prepare Preliminary Plan Sheets (Approx. 10 Sheets)		12	16	50		1		\$12,215.00
3.10	Prepare Preliminary Cost Estimate		1	3					\$720.00
3.11	Participate in Up To Two Design Review Meetings w/ City		3	2					\$963.00
3.12	Submit Preliminary Plans		1		1		1		\$489.00
	Subtotal - Preliminary Design	0	26	38	92	0	3	0	\$24,919.00
4.0	FINAL DESIGN (95% AND 100%)								
4.1	Incorporate Design Revisions		2	4	4		1		\$1,791.00
4.2	Finalize Storm Drain Modeling and Design, Including Inlet Capacity Analysis			3	8				\$1,609.00
4.3	Meet and Coordinate Vehicle Access w/ Businesses		3						\$621.00
4.4	Assess Surface Drainage and Surfacing Repair			2	2				\$616.00
4.5	Layout and Design for Curb Gutter/Sidewalk/Ramps at Inlet Replacements (3 Areas)		2	8	16				\$3,974.00
4.6	Final Utility Company Coordination		1	2					\$549.00
4.7	Finalize Storm Drain Plan Sheets and Details (Approx. 10 Sheets)		8	14	30				\$8,160.00
4.8	Final MDT Coordination and Encroachment Permit Preparation		2	4	8				\$2,194.00
4.9	Prepare Drainage Report		2	4	16				\$3,290.00
4.10	Prepare DEQ Design Submittal		1	2	8				\$1,645.00
4.11	Prepare Final Cost Estimate		1	1					\$378.00
4.12	Prepare Technical Specification Modifications		3	8					\$1,989.00
4.13	Prepare Contract Documents		8	16					\$4,392.00
4.14	Participate in Up To Two Design Review Meetings w/ City		3	2				2	\$1,177.00
4.15	Final In-House QC Review		3	1					\$792.00
1.16	Submit 95% Construction Documents		1		1		1		\$489.00
4.17	Incorporate Final Revisions and Submit Final Documents		2	4	4				\$1,646.00
	Subtotal - Final Design	0	42	75	97	0	2	2	\$35,312.00
5.0	BIDDING SERVICES								
5.1	Provide City w/ 12 Sets of Bid Documents		1					6	\$849.00
5.2	Conduct Pre-Bid Conference, Including Agenda and Minutes		4						\$828.00
5.3	Address Bidder Questions and Prepare Addenda		4	2					\$1,170.00
5.4	Participate in Bid Opening and Prepare Bid Tabulation		3				1	1	\$873.00
	Subtotal - Bidding Services	0	12	2	0	0	1	7	\$3,720.00
6.0	CONSTRUCTION PHASE SERVICES								
6.1	Conduct Pre-Construction Conference, Including Agenda and Minutes		4						\$828.00
6.2	Review of Shop Drawings / Submittals		2	3	9				\$2,160.00
6.3	Intermittent Site Observation and Reporting (10 Hours On Site)		2	4	16		1		\$3,435.00
6.4	Assistance w/ Interpretation of Drawings/Specs. Respond to Questions.		4	4					\$1,512.00
6.5	Assist w/ Change Orders		3	2	2				\$1,237.00

**EXHIBIT C
FEE PROPOSAL
5TH STREET DRAINAGE - 10TH AVE S CROSSING (O.F. 1811.2) - ENGINEERING SERVICES**

WORK DESCRIPTION		Great West Engineering							Totals
		PIC	PROJECT MANAGER	PROJECT ENGINEER	CIVIL ENGINEER	SURVEYOR	PROJECT ADMINISTRATOR	CLERICAL	
6.6	Participate in Final Inspection	\$212.00	2	\$171.00	\$137.00	\$126.00	\$145.00	\$107.00	\$414.00
6.7	Prepare As-Built Drawings		2		6		1		\$1,381.00
	Subtotal - Construction Phase Services	0	19	13	33	0	2	0	\$10,967.00
	Expenses								
	Copies and Reproduction (12 Bid Sets, 3 Drainage Reports)								\$500.00
	GPS Rental (1 Day X \$250/Day)								\$250.00
	Subtotal - Expenses								\$750.00
	Miscellaneous								
	Miscellaneous Work/Contingency								\$5,000.00
	TOTAL FEE	1	95	131	199	31	8	9	\$92,287.00

EXHIBIT D – INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

DATE: Agenda #14.
5/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Hartwell Corporation PO Box 51019 Idaho Falls ID 83405		CONTACT NAME: PHONE (A/C. No. Ext): 208-522-5656 FAX (A/C. No.): 208-524-5721 E-MAIL ADDRESS: thc@thehartwellcorp.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : XL Specialty Insurance Co.	
INSURED GREAWES-01 Great West Engineering, Inc. 2501 Belt View Drive Helena MT 59601		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 554170448

REVISION NUMBER:

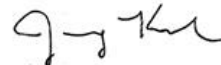
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Deductible			DPR5027387	4/25/2024	4/25/2025	Each Claim/Aggregate \$ 3,000,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
5th St Drainage-10th Ave S Crossing (O.F. 1811.2)

CERTIFICATE HOLDER

CANCELLATION

City of Great Falls 1025 25th Ave NE Great Falls MT 59404	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE **Agenda #14.**

5/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

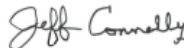
PRODUCER Greyling Ins Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta GA 30022	CONTACT NAME: Rebecca Egan	
	PHONE (A/C. No. Ext): 7706705355	FAX (A/C. No.):
E-MAIL ADDRESS: ACECCertificates@greyling.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hartford Casualty Insurance Company		29424
INSURER B : Hartford Underwriters Insurance Company		30104
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 965522621 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			20SBWBA6092	3/27/2024	3/27/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			20UEGEG9482	3/27/2024	3/27/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			20SBWBA6092	3/27/2024	3/27/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	20WEGBE3UDS	3/27/2024	3/27/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: 5th St Drainage-10th Ave S Crossing (O.F. 1811.2).
 City of Great Falls is named as an Additional Insured with respects to General, Automobile and Umbrella Liability where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law.

CERTIFICATE HOLDER City of Great Falls 1025 25th Ave NE Great Falls MT 59404	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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.

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

**PROJECT SUMMARY SHEET:
5th ST AND 10th AVE S DRAINAGE CROSSING, O.F. 1811.2
FY 2026 Capital Improvement Plan
Current as of: May 24, 2024**

Description: To improve the stormwater capacity along the stretch of the 5th St S storm main, spanning from 9th Ave S to the southern side of 10th Ave S.

Justification: The current segment of the storm main is undersized, leading to frequent flooding issues in the vicinity of 9th Ave S and 10th Ave S. This specific project constitutes one phase of a multi-phased effort aimed at mitigating flooding concerns, which include instances of overtopping on 9th Ave S and subsequent flooding of nearby properties during minor storm occurrences.

Scope: This project involves replacing a 24-inch crossing under 10th Ave S with a 36-inch pipe, two inlets at the intersection of 9th Ave and 5th St S, upgrading the existing inlet grates at the intersection of 10th Ave and 5th St S, and new 100-ft 15" parallel line adjacent to Bison Ford.

Added to CIP: Design 1st half FY 2025/Construction 1st half FY 2026

CIP Timeline: On track

Cost:

- CIP programmed cost/FY: \$620,000/FY 2026
- Current Working Estimate: \$620,000
- Awarded Cost: TBD
- Final Cost: TBD

Funding Source(s): 100% Utilities (Storm)

- Funding Match Requirements: N/A

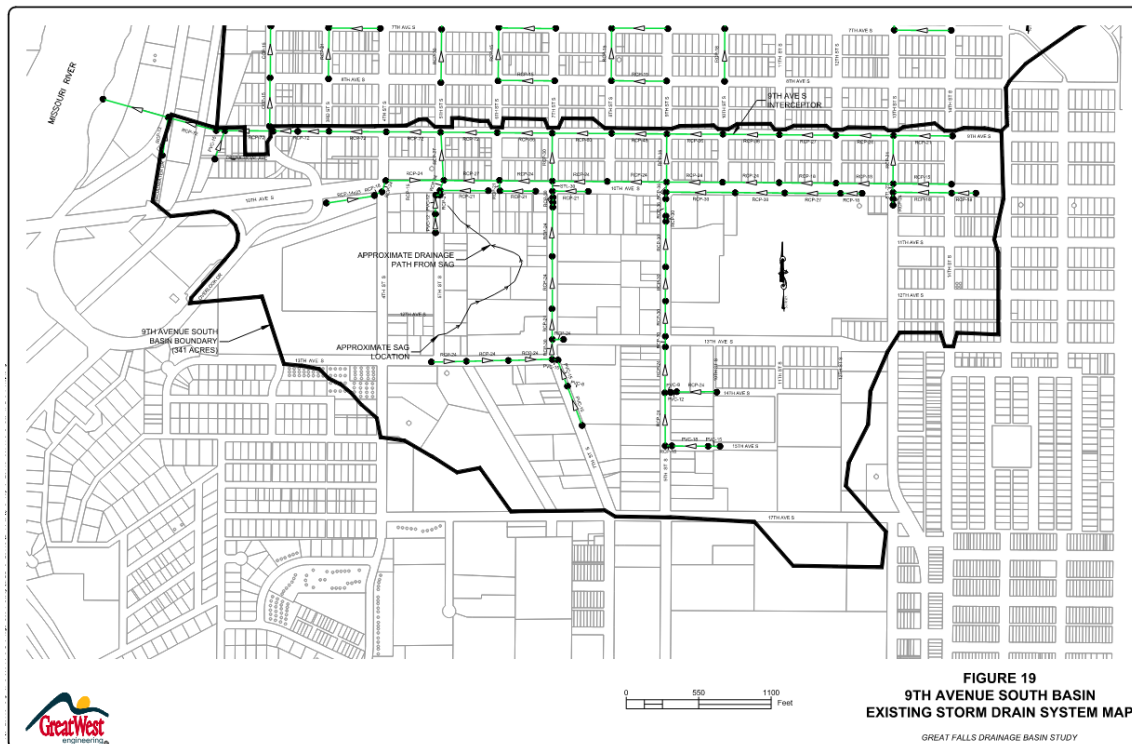
Planned Execution Method: Design-Bid-Build

Planned Construction CY: Summer 2025

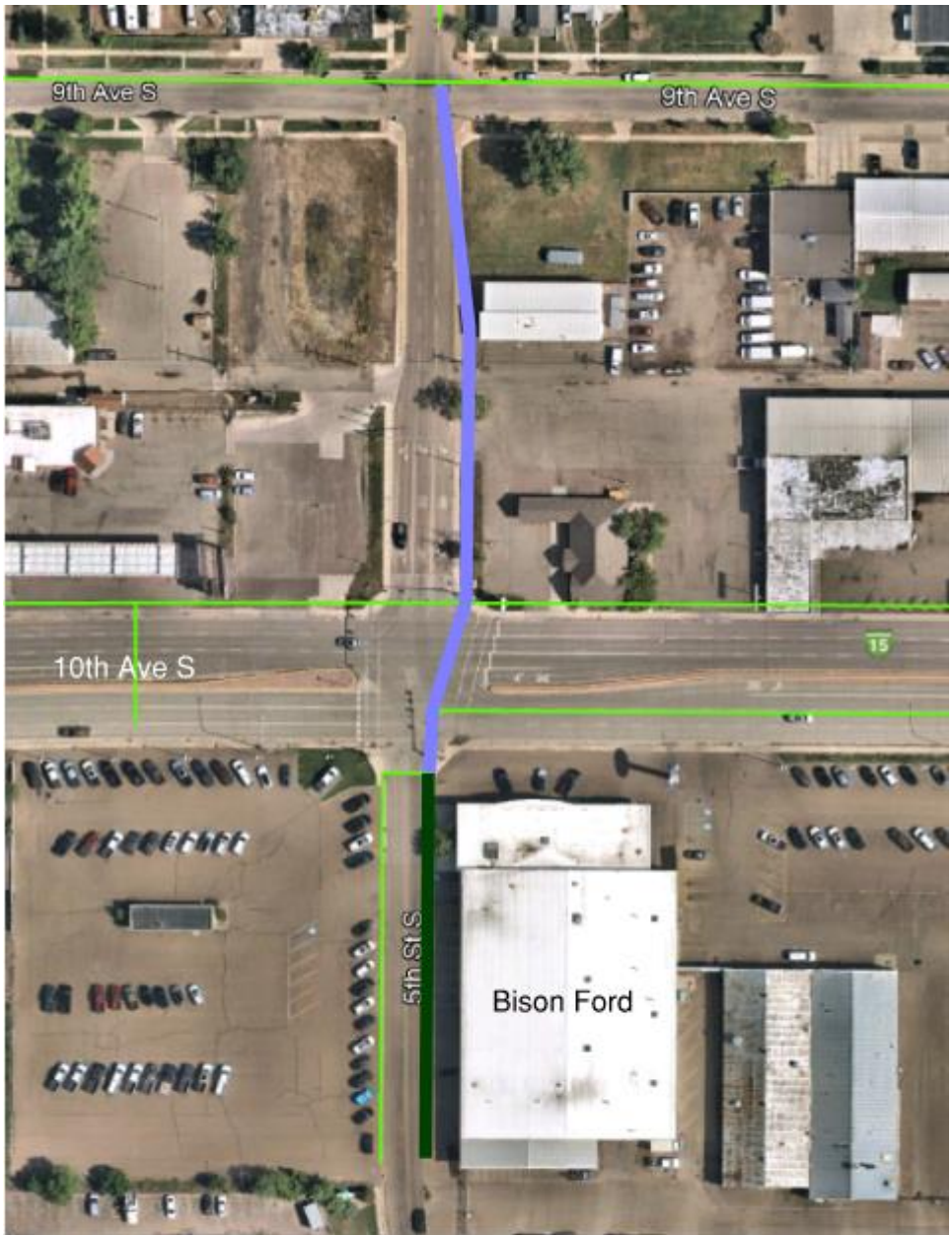
Current Project Stage (Estimated Completion Date): Planning (Spring 2024)

- Design Method: Consultant (Great West)
- Contractor: TBD

Map & Site Pictures:



**PROJECT SUMMARY SHEET:
5th ST AND 10th AVE S DRAINAGE CROSSING, O.F. 1811.2
FY 2026 Capital Improvement Plan
Current as of: May 24, 2024**



- Existing Storm Pipe
- New Storm Pipe
- Storm pipe to be up sized



Commission Meeting Date: June 18, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Letter of Agreement with the Great Falls Public Library Foundation regarding financial responsibilities for the Professional Services Agreement for Architectural Design Services for the Library Remodel Design Project. OF 1762.5

From: City Commission

Initiated By: City Commission

Presented By: Greg Doyon, City Manager

Action Requested: Approve the Letter of Agreement with the Great Falls Public Library Foundation.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the Letter of Agreement with the Great Falls Public Library Foundation regarding responsibilities for Architectural Design Services Agreement with CTA Inc., d/b/a Cushing Terrell for the Library Remodel Design project.”

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 Letter of Agreement.

Summary: During the City Commission meeting on April 16, 2024 the City Commission was asked to approve a Professional Services Agreement with CTA Inc., d/b/a Cushing Terrell in the amount of \$873,158 for a Library Remodel Design project. Members of the public voiced concerns for the city’s financial liability by entering into an agreement that is to be funded through the Great Falls Public Library Foundation. After these discussions it was determined that staff would work with the Library Foundation, Executive Director Brianne Laurin to identify the responsibilities of each entity for the Professional Services Agreement.

In the Letter of Agreement the Library Foundation agrees to issue a check to the Great Falls Public Library for the monthly invoice for no later than seven business days after the Library has provided the monthly invoice from Cushing Terrell, and has requested the funds from the Foundation. They will pay up to the total contracted amount of \$873,158.

Fiscal Impact: The Letter of Agreement will provide financial guarantee to the City/Public Library for the Professional Services Agreement with CTA Inc., d/b/a Cushing Terrell approved during the April 16, 2024 Commission Meeting

Alternatives: The Commission could chose not to sign the Letter of Agreement as written and request changes to the letter prior to approval.

Concurrences: Letter has already been approved and signed by the Executive Director for the Great Falls Public Library Foundation and the Library Director on behalf of the Library Board. The City Attorney and Manager's Office have also reviewed the letter.

Attachments/Exhibits:

Letter of Agreement

Portion of the Approved Minutes from the April 16, 2024 Commission Meeting



Letter of Agreement

May 23, 2024

RE: Architectural Design Services for Great Falls Public Library Expansion— Letter of Agreement

This letter of agreement (the “Agreement”) confirms the understanding between the parties and sets forth the terms and conditions of a contribution by the Great Falls Public Library Foundation (“GFPLF”) to the City of Great Falls (“City”) for the benefit of the Great Falls Public Library (“GFPL”) in GFPL’s Architectural Design Services contract with Cushing Terrell (“CT”) for a future Library remodel.

1. Parties to the Agreement and Notices:

a. For GFPL

Contact: Susie McIntyre, Library Director
Address: 301 2nd Ave N, Great Falls, MT 59401

b. For GFPLF

Contact: Brianne Laurin, Executive Director
Address: PO Box 742, Great Falls, MT 59403

b. For City of Great Falls

Contact: Greg Doyon, City Manager
Address: 2 Park Dr S, Great Falls, MT 59401

2. Background:

The GFPL Remodel Design Selection Committee has selected Cushing Terrell (“CT”) for Architectural Design Services for a Library remodel design. Cushing Terrell’s fee is \$873,158.

Details of the project and the specific responsibilities of each party are outlined in the Agreement between the Great Falls Public Library, Cushing Terrell, and the City of Great Falls signed and executed on April 18, 2024. GFPLF is not a party to this Agreement and shall not be responsible for any obligations under the contract

3. GFPLF Responsibilities:

a. GFPLF will issue a check made payable to the Great Falls Public Library in the amount of the CT monthly invoice no later than seven (7) business days after the Library has provided the monthly invoice from Cushing Terrell, and has requested the funds from the Foundation.

b. GFPLF shall not pay any invoice once the amount of \$873,158 is reached.

4. City of Great Falls Responsibilities:

a. Utilize the funds exclusively for Architectural Services for remodel design and Project.

b. Hold in trust any unused funds to be designated for further remodel needs at the completion of the Design Contract.

c. Highlight GFPLF's funding and involvement in the project in any press releases or other promotional activities.

5. Acceptance:

By signing below, the undersigned represent that they are authorized to act on behalf of their respective parties and to bind their respective parties to the terms of this Agreement, and that the undersigned parties have read, understand and agree to the above.

Great Falls Public Library Foundation:

Signed: Brianne Laurin
Brianne Laurin, Executive Director

Date: 4 June 2024

Great Falls Public Library Foundation:

Signed: Susie McIntyre
Susie McIntyre, Library Director

Date: 6-4-24

City of Great Falls:

Signed: _____
Greg Doyon, City Manager

Date: _____

JOURNAL OF COMMISSION PROCEEDINGS
April 16, 2024

16. 33RD STREET WATER TANK REHABILITATION CONSTRUCTION CONTRACT AWARD. OF 1794.1

Public Works Director Chris Gaub reported that the 33rd Street Water Storage Tank was constructed in the mid 1940's. It is one of two water tanks on the main zone that serves 2/3 of the City. It stores 4.75 million gallons of water, which is 50 percent of the City's total water storage capacity. It is also the primary supply to the Ella elevated water tower on the east side of Great Falls. The tank persistently leaks treated water into the sanitary sewer system and is a waste of resources. A consultant evaluated the tank and found the underlying structure to be sound. He recommended repair with a liner system that will extend the life of the tank approximately 20-years. The liner can also be spot repaired which could further extend the life of this tank.

The bids for this project were opened on April 3, 2024. One contractor, DN Tanks, submitted a responsible bid. DN Tanks is a reputable company and their bid is within six percent of the engineer's estimate. This same company under a different name actually built this tank in the 1940's.

Commissioner Tryon moved, seconded by Commissioner Wolff, that the City Commission award a contract in the amount of \$2,941,050 to DN Tanks for the 33rd Street Water Storage Tank Rehabilitation project, and authorize the City Manager to execute the necessary documents.

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

Ron Pollock, City resident, inquired if DN Tanks was a local or out of state company.

Director Gaub responded that he believed out of state, but would have to verify that.

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

Motion carried 4-0.

17. LIBRARY REMODEL DESIGN PROJECT PROFESSIONAL SERVICES AGREEMENT. OF 1762.5

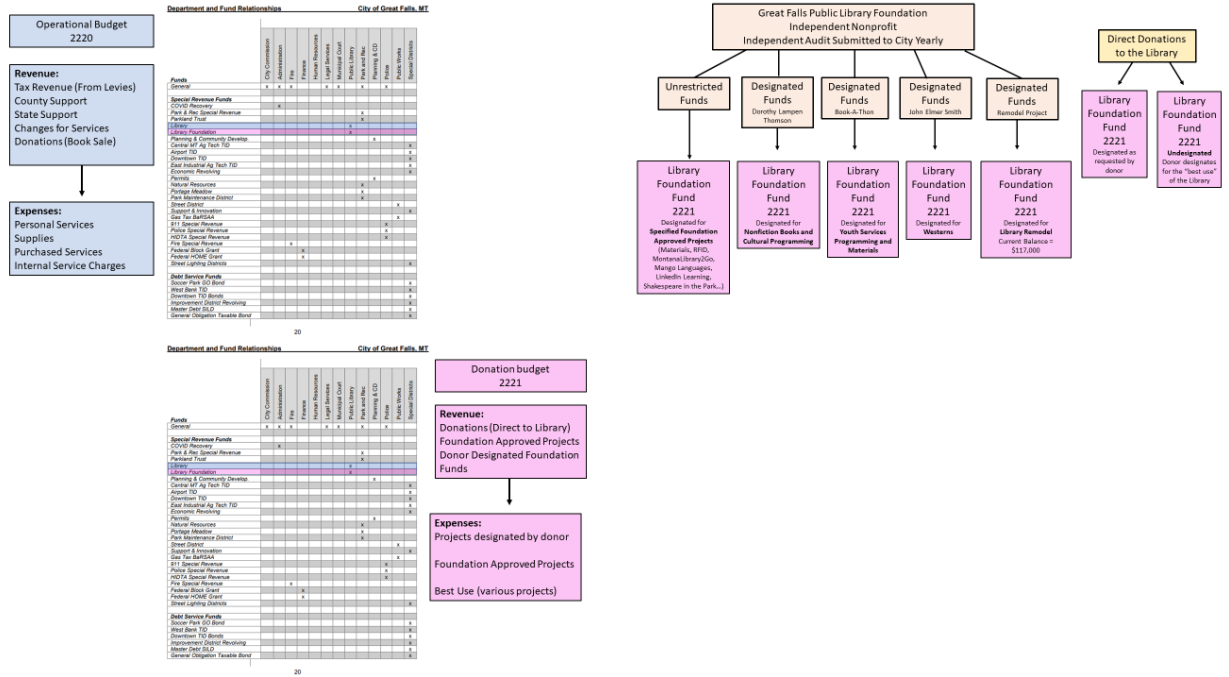
Library Director Susie McIntyre reported that in 2022 the Library Foundation provided funding to create a Library Master Plan. Professionals examined operations, staffing, collections, and spaces of the entire building. One of the recommendations from the Master Plan was that the Library needed to improve its funding. She thanked the community for supporting the passage of a levy. Another recommendation was that the 56-year old Library building was in need of repair. The Great Falls Public Library has never undergone a remodel in those 56 years. The analysis of the Master Plan was that the Library needed to redo many of its major systems. The Library Board has approved a strategic plan. The first goal in the strategic plan is making sure the Library building is up to date and maintained. The first step in making that happen is getting some architectural designs.

JOURNAL OF COMMISSION PROCEEDINGS

April 16, 2024

An RFP was issued. A review committee analyzed and ranked the proposals and chose Cushing Terrell as the best proposal. The Library Board approved awarding a contract to Cushing Terrell.

In response to public questions, Director McIntyre reviewed and discussed the following PowerPoint slides:



The Foundation has approved and been a part of the Master Planning process, and reviewed all of the proposals received in response to the RFP. Approval of this contract will not impact the operational budget of the Library. The Library Foundation has the monies to fund this contract, but will not be passing it all over to the Library at this time because of the interest they are currently making off the money. The plan is to pay Cushing Terrell bills as submitted first from the existing \$117,000 and then request the funds from the Foundation.

Approval of this contract is an important first step. In order for the Foundation to raise more money, it will need to know what the remodel will entail and what parts of the remodel will qualify for grants.

Commissioner Wolff moved, seconded by Commissioner Wolff, that the City Commission approve a Professional Services Agreement with CTA Inc., d/b/a Cushing Terrell, in the amount of \$873,158 for the Library Remodel Design project to be fully funded by the Great Falls Library Foundation, and authorize the City Manager to execute the agreement.

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

Dennis Devine, 627 Carol Drive, commented that he has 35 years of experience in construction management, including for the State of Montana for five years and as the Great Falls Library Director of Facilities for five years. He expressed concern about the City getting into a contract it

JOURNAL OF COMMISSION PROCEEDINGS
April 16, 2024

did not have the funds to meet the obligation. He received clarification that the \$117,000 plus the \$756,000 has been secured and committed.

The Master Plan has the 2025 projected construction costs, with 4% inflation, at \$16,899,000. He expressed concern about spending money on design when construction funding has not been secured. If the funding is not raised for five years, the needs and priorities of the project may change as well as cost impacts.

Mr. Devine suggested first using the Master Plan as the basis for pursuing all of the funding, before spending money on a design for something that may never be built.

Jeni Dodd, City resident, agreed with the previous speaker's comments. She expressed concern that there should be a legal document between the Library Foundation and the City making it clear that the Foundation is responsible to pay the amount of this contract.

Jolene Schalper, City resident, commented that a lot of people vocalized support when they voted yes for the mill levy. Their voice was heard, and now they expect it to move forward. The Library Foundation is extremely active. The initial work has been completed and now it is time to move into the architectural and engineer design phase. It is time to update the Library.

Brianne Laurin, Library Foundation Executive Director, reported that the Foundation has raised 119% of the amount needed for this contract. The money and gift agreements are in the bank. The Foundation is able to apply for grants when it can show that it has a design and budget for a certain area. The Foundation has worked closely with Cushing Terrell and Cushing knows that the Foundation will need to have project breakdowns for this purpose.

Ms. Laurin further reported that the Foundation was formed in 1968 to provide books, records, tapes, film, furnishings and other items, materials or objects including the facilities as deemed useful to the community. The design services will build the case for support for fund raising opportunities, and to create phases for the project. Approval of the contract is the initial first step.

Whitney Olson, Library Board Chair, thanked the Foundation for their leadership and support of the Library. They could not do this project without the Library Foundation. This contract will not impact the operational budget of the Library. The funds will come from the Library Foundation, and their donors have given specifically to this project.

Written comments were submitted by **Jeni Dodd**, City resident, in opposition to the City contracting with Cushing Terrell for the Library Remodel Design project. Ms. Dodd opined the agreement should be between the Library Foundation and Cushing Terrell. As a taxpayer, she does not agree with potentially being on the hook for this contract.

There being no one further to address the Commission, Mayor Reeves asked if there was any discussion amongst the Commissioners.

Commissioner Wolff encouraged the Library to utilize the GCCM process.

JOURNAL OF COMMISSION PROCEEDINGS
April 16, 2024

Commissioner Tryon inquired if the amount of the contract would be paid with designated or undesignated funds.

Foundation Executive Director Laurin clarified that they have a special capital campaign designated fund. All of the gift agreements designate the design project first, and remaining funds would go to the remodel project. As of now, they have \$1,040,700 or approximately \$167,000 more than the design project.

Commissioner Tryon received confirmation that the reason the City is approving this contract, even though it is coming out of Library Foundation funds, is because of the Management Agreement between the Library and the City.

Director McIntyre added that the Library adopted the fiscal policies of the City. Although the Foundation is providing the funding, the contract is with the City because the City owns the building.

Commissioner Tryon noted that he has been asked why the Library Foundation needs to come to the City Commission to ask permission to spend 501(c)3 funds, and why is that fund in a City account.

The Commission is being asked to approve an \$873,000 contract with only \$117,000 guaranteed right now. He will vote to approve, but he requested that an agreement be drafted between the City and the Library Foundation that sets forth the funds will be provided as Cushing Terrell issues the invoices so the City is not on the hook.

Foundation Executive Director Laurin commented that the Library Foundation Board approved this project. Foundation funds are being managed by DA Davidson and currently have a good rate on return. As soon as she is invoiced, she will write a check to the Library. She agreed an MOU between the City and Library Foundation Board would be helpful.

Commissioner McKenney commented he had some of the same concerns as Commissioner Tryon. He noted the motion was that the project be fully funded by the Great Falls Library Foundation. He inquired if that language gave the City the protection it needed to cancel the agreement with Cushing Terrell if, for some reason, the money was not available from the Library Foundation

City Attorney David Dennis commented that the best protection would be to have the money in the bank, or next best to have a signed agreement by the Foundation to pay the money. The Foundation was created for the sole purpose of supporting the Library. There have been many projects in the past where a similar process was followed and the money came through. He thinks there is little risk in this situation of the Foundation not coming through on their obligation.

Commissioner Wolff suggested that the MOU be worded such that the Foundation money be taken out as billed so that they do not lose their investment potential.

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

Motion carried 4-0.

**JOURNAL OF COMMISSION PROCEEDINGS
April 16, 2024**

ORDINANCES/RESOLUTIONS

CITY COMMISSION

18. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

19. COMMISSION INITIATIVES.

The Commission members present were in agreement to direct City staff to draft an MOU with the Library Foundation Board. City Attorney Dennis noted he was clear on what was being requested.

The Library has established its negotiating team with regard to upcoming discussions concerning the Library Management Agreement. All were in agreement that the City’s negotiating team would consist of Commissioner Wolff, Commissioner McKenney, City Manager Greg Doyon and City Attorney David Dennis.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Reeves, to adjourn the regular meeting of April 16, 2024, at 8:46 p.m.**

Motion carried 4-0.

Mayor Cory Reeves

City Clerk Lisa Kunz

Minutes Approved: May 7, 2024



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

Item: Tourism Business Improvement District (TBID) FY2024 Budget Amendment

From: Rebecca Engum, Great Falls Tourism Director

Initiated By: Tourism Business Improvement District Board of Directors

Presented By: Rebecca Engum, Great Falls Tourism Director

Action Requested: City Commission conduct a public hearing and approve the amendment for the Tourism Business Improvement District (TBID) FY2024 Budget.

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/not approve) the FY2024 Tourism Business Improvement District Budget Amendment.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Staff Recommendation: The TBID recommends that the City Commission approve the amendment for the TBID FY2024 Budget.

Background: The Commission approved the 2023/2024 TBID Budget and Work Plan on July 18, 2023. **The actual amount of assessments levied was higher than the approved budget.**

One of the efforts TBID had planned would happen did not materialize this fiscal year so funds were reallocated. Funds have been allocated for the recruitment of a low-cost air initiative. The funds were not needed this fiscal year so were removed from the budget, and thus the reserves allocated to fund the expense were removed as well. The funds are still available for this effort and will be expended when they are needed.

Great Falls Montana Tourism adjusted other line items to fund the Great Falls Travel Industry Growth Plan and take advantage of a new marketing opportunity to support the launch of Montana's only professional basketball team, the Great Falls Electric.

In a previous audit of the Great Falls Tourism Business Improvement District, the auditor delivered one finding related to increased expenses over the approved budget. This finding noted that an amendment to the budget was not submitted to the City of Great Falls, even though presented, and approved by the TBID Board.

To prevent any future findings, the TBID Board approved budget amendment is presented to the City of Great Falls for approval.

Fiscal Impact: There is no fiscal impact to the City of Great Falls. The budget amendment reflects a 14% decrease, decreasing the TBID Assessment budget from \$899,108 to \$769,457.

Alternatives: The City Commission could not approve and TBID would receive an audit finding.

Concurrences: Finance staff is responsible for assessing and collecting the revenues for the TBID. TBID maintains a staff to fulfil the strategic plan as set by the Board of Directors.

Attachments/Exhibits:

Approved 2023/2024 Budget

Amended Budget

5/16/2024 Board of Directors Meeting Minutes

Legal Notice

Great Falls Montana Tourism Budget
July 1, 2023 - June 30, 2024

	CVB	General	TBID	Total	Nat Avg
Income					
1 Bed Tax	\$213,436	\$0	\$0	\$213,436	
2 TBID Assessment	\$0	\$0	\$765,508	\$765,508	
3 Reserves	\$0	\$0	\$133,600	\$133,600	
4 Membership	\$0	\$10,000	\$0	\$10,000	
5 Grant	\$0	\$0	\$0	\$0	
6 Advertising	\$0	\$0	\$0	\$0	
Total Income	\$213,436	\$10,000	\$899,108	\$1,122,544	
Expenses					
7 Personnel	\$37,187	\$0	\$239,717	\$276,904	25% 42%
Administration					
8 Rent	\$0	\$0	\$10,500	\$10,500	
9 Utilities	\$0	\$0	\$9,200	\$9,200	
10 Memberships	\$0	\$0	\$13,000	\$13,000	
11 Subscriptions	\$0	\$0	\$18,000	\$18,000	
12 Maintenance	\$0	\$0	\$6,500	\$6,500	
13 Supplies	\$0	\$0	\$9,000	\$9,000	
14 Travel	\$0	\$0	\$1,000	\$1,000	
15 Stakeholder Events	\$0	\$850	\$500	\$1,350	
16 Postage	\$0	\$0	\$1,200	\$1,200	
17 Insurance	\$1,500	\$0	\$3,200	\$4,700	
18 Professional Fees	\$2,500	\$0	\$20,000	\$22,500	
19 TAC	\$1,500	\$0	\$0	\$1,500	
20 Professional Development	\$0	\$0	\$18,000	\$18,000	
Total Admin	\$5,500	\$850	\$110,100	\$116,450	10% 11%
21 Leisure Traveler Marketing					
21a Media Placement	\$110,000	52%	\$0	\$140,000	\$250,000
21b Management & Production	\$34,749	16%	\$0	\$47,291	\$82,040
22 Groups	\$0	\$0	\$40,000	\$40,000	
23 Influencers	\$0	\$0	\$12,000	\$12,000	
24 Destination Development	\$0	\$0	\$195,000	\$195,000	
25 Digital Kiosks	\$0	\$0	\$15,000	\$15,000	
26 Print Resources	\$0	\$0	\$10,000	\$10,000	
27 Opportunity	\$1,000	0%	\$0	\$30,000	\$31,000
28 Photo & Video Library	\$0	\$0	\$10,000	\$10,000	
29 Visitor Guide	\$20,000	9%	\$6,000	\$0	\$26,000
30 Joint Venture	\$5,000	2%	\$0	\$0	\$5,000
31 Trade Shows	\$0	\$0	\$5,000	\$5,000	
32 Website	\$0	\$0	\$20,000	\$20,000	
33 Events	\$0	\$3,150	\$25,000	\$28,150	
34 Reserves	\$0	\$0	\$0	\$0	
Total Program	\$170,749	\$9,150	\$549,291	\$729,190	65% 47%
Total Expenses	\$213,436	\$10,000	\$899,108	\$1,122,544	
Net Profit	\$0	\$0	\$0	\$0	

Great Falls Montana Tourism Budget
July 1, 2023 - June 30, 2024

		DRAFT					Nat	
		CVB	General	TBID	Total		Avg	Change
Income								
1	Bed Tax	\$252,211	\$0	\$0	\$252,211			18%
2	TBID Assessment	\$0	\$0	\$769,457	\$769,457			1%
3	Reserves	\$0	\$0	\$0	\$0			-100%
4	Membership	\$0	\$10,000	\$0	\$10,000			0%
5	Grant	\$0	\$0	\$0	\$0			0%
6	Advertising	\$0	\$0	\$0	\$0			0%
	Total Income	<u>\$252,211</u>	<u>\$10,000</u>	<u>\$769,457</u>	<u>\$1,031,668</u>			-8%
Expenses								
7	Personnel	\$44,942	\$0	\$243,925	\$288,867	28%	42%	4%
Administration								
8	Rent	\$0	\$0	\$10,500	\$10,500			0%
9	Utilities	\$0	\$0	\$9,200	\$9,200			0%
10	Memberships	\$0	\$0	\$13,000	\$13,000			0%
11	Subscriptions	\$0	\$0	\$18,000	\$18,000			0%
12	Maintenance	\$0	\$0	\$6,500	\$6,500			0%
13	Supplies	\$0	\$0	\$9,000	\$9,000			0%
14	Travel	\$0	\$0	\$1,000	\$1,000			0%
15	Stakeholder Events	\$0	\$850	\$500	\$1,350			0%
16	Postage	\$0	\$0	\$2,200	\$2,200			83%
17	Insurance	\$1,500	\$0	\$4,000	\$5,500			17%
18	Professional Fees	\$2,500	\$0	\$36,498	\$38,998			73%
19	TAC	\$1,500	\$0	\$0	\$1,500			0%
20	Professional Development	\$0	\$0	\$18,000	\$18,000			0%
	Total Admin	<u>\$5,500</u>	<u>\$850</u>	<u>\$128,398</u>	<u>\$134,748</u>	13%	11%	16%
21	Leisure Traveler Marketing							
21a	Media Placement	\$133,500	53%	\$0	\$140,000	\$273,500		9%
21b	Management & Production	\$37,269	15%	\$0	\$47,291	\$84,560		3%
22	Groups	\$0	\$0	\$20,343	\$20,343			-49%
23	Influencers	\$0	\$0	\$12,000	\$12,000			0%
24	Destination Development	\$0	\$0	\$10,000	\$10,000			-95%
25	Digital Kiosks	\$0	\$0	\$5,000	\$5,000			-67%
26	Print Resources	\$0	\$0	\$0	\$0			-100%
27	Opportunity	\$1,000	0%	\$0	\$105,000	\$106,000		242%
28	Photo & Video Library	\$0	\$0	\$10,000	\$10,000			0%
29	Visitor Guide	\$20,000	8%	\$6,000	\$0	\$26,000		0%
30	Joint Venture	\$10,000	4%	\$0	\$0	\$10,000		100%
31	Trade Shows	\$0	\$0	\$2,500	\$2,500			-50%
32	Website	\$0	\$0	\$20,000	\$20,000			0%
33	Events	\$0	\$3,150	\$25,000	\$28,150			0%
34	Reserves	\$0	\$0	\$0	\$0			0%
	Total Program	<u>\$201,769</u>	<u>\$9,150</u>	<u>\$397,134</u>	<u>\$608,053</u>	59%	47%	-17%
	Total Expenses	<u>\$252,211</u>	<u>\$10,000</u>	<u>\$769,457</u>	<u>\$1,031,668</u>			-8%
	Net Profit	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>			



**Boards of Directors Meeting Minutes
Great Falls Convention and Visitors Bureau &
Great Falls Tourism Business Improvement District**

Thursday, May 16, 2024 | 9 AM - 10:30 AM | University of Providence, McLaughlin Center, Providence Forum, 1415 20th Street South, Great Falls MT

CVB DIRECTORS: Steve Herrig, Ron Korb, John Hayes, Susan Shannon, Brett Doney, Wayne Thares, Emily Wolfram, Dan Moreno, Brian Thompson, Beth Leatham

TBID DIRECTORS: David Buckingham, Jeff Shull, Peter Jennings, Sandra Johnson-Thares

GUESTS: George Johnson, Stefanie Brown, Heather Burcham

STAFF: Rebecca Engum, Shannon Newth, Kali Jean Tuckerman

9:08 | 1. Early Networking with Treats, Call to Order, Welcome, Introductions - Wayne Thares, Sandra Johnson-Thares

9:09 | 2. Public Comment - Wayne Thares, Sandra Johnson-Thares

Opportunity for public comment related to items on the agenda and related to Tourism in Great Falls, Montana.

9:10 | 3. Consent Agenda - Wayne Thares, Sandra Johnson-Thares

Convention and Visitors Bureau Board of Directors

- a) approve 4-18-2024 Minutes
- b) accept April Financials

CVB ACTION TAKEN

Motion made to approve consent agenda. Seconded. No discussion. All in favor. None opposed. Motion passed.

Tourism Business Improvement District Board of Directors

- a) approve 4-18-2024 Minutes
- b) accept April Financials

TBID ACTION TAKEN

Motion made to approve consent agenda. Seconded. No discussion. All in favor. None opposed. Motion passed.

9:11 | 4. Questions on Business Development or Marketing Reports - Wayne Thares, Sandra Johnson-Thares

No questions.

9:13 | 5. 2024 Paid Media YTD - Heather Burcham and Stefanie Brown

An overview of paid media efforts, creative approach, and messaging.

Brown and Burcham gave presentation.

9:37 | 6. FY24 Budget Amendment - Rebecca Engum

Convention and Visitors Bureau Board of Directors approve/deny FY24 Budget Amendment as presented.

CVB ACTION TAKEN

Motion made to approve FY24 Budget Amendment. Seconded. No discussion. All in favor. None opposed. Motion passed.

Tourism Business Improvement District Board of Directors approve/deny FY24 Budget Amendment as presented.

TBID ACTION TAKEN

Motion made to approve FY24 Budget Amendment. Seconded. No discussion. All in favor. None opposed. Motion passed.

9:41 | 7. Nominations Committee Appointment - Wayne Thares

Beth Leathem, Dan Moreno, and Emily Wolfram appointed to nominations committee.

9:45 | 8. ROUNDTABLE BREAKOUT: What should we be considering for paid media efforts for FY25?

10:01 | 9. Executive Director Report - Rebecca Engum

Engum provided report.

10:20 | 10. Director Open Discussion - Wayne Thares, Becky Amaral-Miller

Opportunity for Directors to share items impacting Great Falls, Montana and Tourism. Discussion topics could include but are not limited to:

- Have there been changes in services?
- Are you embarking on new initiatives?
- Do you have updates regarding ongoing initiatives and important efforts?
- Is there something new and exciting developing?
- Are there noticeable trends in customers, requests?
- Is there something you see coming that could create potential issues?
- What events are three months out that would bring non-Great Falls attendance?
- What new ideas have you been thinking could grow tourism in Great Falls?

Montana Performing Arts Consortium going through submissions for October showcase. Bighorn Outdoor Specialists fielding calls and questions from all over North America about outdoor recreation in Great Falls area. Downtown businesses gearing up for Mimosa Showdown and Craft Beer Week. Park and Rec gearing up for summer and Aim High should open by end of June. Miles City had record number of horses and crowds for horse racing last week and hopefully that will spill into Great Falls later this summer. GFDA is

commissioning market demand assessments for recreation and entertainment. International Scout Expo will return to Great Falls in June of 2026. Hoping to bring Cigar and Whiskey event to Great Falls. Voyagers start their season next week. Sip N Dip adding ukulele player on Wednesdays and Thursdays this summer on revamped patio. Women's Expo coming up this fall. Hot Tub sale at Montana ExpoPark this weekend before graduations and Dusty Gliko Bull Riding Challenge on June 1st. Montana State Fair concert tickets go on sale Saturday. Treasure State Outdoors kayak rentals starting soon. Tony Romo's opening end of June. Holiday Inn in process of developing additional convention space.

10:26 | 11. Public Comment - Wayne Thares, Becky Amaral-Miller

Opportunity for public comment related to Tourism in Great Falls, Montana.

No public comment.

10:27 | 12. Adjourn - Wayne Thares, Becky Amaral-Miller

Attention Legal Ads

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Tourism Business Improvement District (TBID) Fiscal Year 2023/2024 Budget Amendment will be brought before the Great Falls City Commission for public hearing in the Gibson Room, Room 212, Civic Center Building, 2 Park Drive South, Great Falls, Montana, on Tuesday, June 18, 2024, at 7:00 o'clock p.m. Any interested person may appear and speak for or against said TBID Budget Amendment or submit in writing any comments to the City Clerk prior to or during the Commission Meeting.

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

/s/ Lisa Kunz
City Clerk

DO NOT PUBLISH BELOW THIS LINE:

Publication dates: June 9 and June 16, 2024



Commission Meeting Date: June 18, 2024
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Budget Amendment Hearing on Resolution 10543 – Budget Amendment Resolution

From: Melissa Kinzler, Finance Director

Initiated By: Statutory Budget Requirements

Presented By: Melissa Kinzler, Finance Director

Action Requested: Conduct the Public Hearing on Resolution 10543

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:
 “I move that the City Commission (adopt/deny) Resolution 10543 – Budget Amendment Resolution.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends the City Commission conduct the public hearing and adopt Resolution 10543.

Background: The City of Great Falls adopted the Fiscal Year 2024 (FY 2024) Annual Budget on July 18, 2023. The budget for the Scheels Aim High Big Sky Indoor Aquatics and Recreation Center (AHBS) was under preliminary development and not included in the FY 2024 Annual Budget. P&R Department waited to develop the budget due to the many variables occurring with facility construction and anticipated operating needs for the opening of the facility. The anticipated opening date of the facility is June 28, 2024, prior to the close of FY24. The following budget amendment as proposed incorporates additional construction costs, one-time startup purchases, fundraising costs, and a three-month operation budget for the FY24 adopted budget.

Budget for Additional Construction Costs – Park Maintenance District Fund:

The original budget for AHBS was approved at \$20,000,000. The City Commission authorized debt service in the amount of \$10,000,000 from Park Maintenance District #1 and the City received a Department of Defense Grant (DCIP) in the amount of \$10,000,000; totaling the initial \$20 million.

As presented at a work session on April 16, 2024, the total cost of construction including seven (7) change orders, professional expenses/services, and miscellaneous construction is estimated to be \$21,049,435.43. To address these expenses in FY24, the City Commission needs to consider and approve a budget amendment for the additional expenses.

Construction for the AHBS was funded with PMD#1, DoD DCIP Grant, a grant, and public donations through a fundraising campaign:

Donations	\$622,723
Park Maintenance District assessments	\$339,278
Tourism Grant	<u>\$87,434</u>
Total	\$1,049,435

Over the construction period of the AHBS facility, the Commission previously approved seven (7) changes orders. The Commission Agenda Reports advised that the additional construction costs would be funded by donations, or if needed from the Park Maintenance District.

To date, the AHBS has pledges of \$1,725,700 in donations (campaign and tourism grant) to be used towards construction and scholarships. Not all the donations will be received at one time. Many donors pledged funding over a five (5) year period. This obviously creates a bit of a cash flow challenge for the City when funding construction cost.

To date, \$643,373 in donations have been received. Of that amount, \$622,723 was donated for construction and \$20,650 for scholarships. The pledge amounts and donations received in hand will continue to change as pledges are fulfilled by donors.

In terms of additional cash flow challenges for construction of the facility, the timing of DCIP reimbursement (federal grant) and the additional construction costs depleted the cash balance of the Park Maintenance District as of June 30, 2024. PMD #1 will be replenished in December, 2024 or as grant revenue is reimbursed.

Budget for One-Time Startup Purchases – Park Special Revenue Fund

Aside from construction expenses, a budget was developed for one-time start-up purchases as part of the proposed budget amendment. These items in the proposed amendment were not included in the construction contract.

The total amount requested in the budget amendment for one time start-up costs \$112,566 to be funded with the Tourism Grant and \$262,434 from the Park Special Revenue Fund.

Below is a summary of the projected one-time startup purchases required:

Projected One-Time Startup Purchases	
Fitness Equipment	175,500.00
Furniture	50,250.00
Security Cameras	31,000.00
Sign	20,550.00
Scoreboard	3,760.00
Concession EQ	20,000.00
Startup IT	50,000.00
Misc EQ	23,940.00
Total	375,000.00

Budget for Fundraising Services – Park Special Revenue Fund

The City Commission entered into a professional service agreement with the Bannack Group for Sponsorship/Fundraising Services for AHBS on March 1, 2022.

To pay for these fund raising services, the Park Special Revenue Fund and proceeds from the future sale of the Pasta MT land (which would be deposited in the Park Special Revenue Fund) were used.

Bannock Campaign Costs	\$218,343
Total Pledged	<u>\$1,755,730</u>
Total Facility Donations Raised (after campaign costs)	\$1,537,387

To cover these costs, the Park Special Revenue Fund will be used to cover these services. The professional services are estimated to end on June 30, 2024 and more donations are pending.

New Facility Operational Budget

The AHBS is categorized as an Enterprise Fund. The Finance Department created a new Enterprise fund for AHBS operations. In order to prepare for the projected opening date of June 28, 2024, the facility requires an approved three month operating budget for related expenses for FY24. The developed budget includes hiring staff, training, and general expenses to open the facility.

The three (3) month operating budget is proposed to be funded using funds from the Pool Fund in the amount of \$180,000 as startup cash. The Swimming Pool Fund currently has a cash balance of \$526,702.09.

Future budget considerations for Fiscal Year 2025 (FY 2025)

Parks and Recreation Pools are subsidized by the General Fund and will continue to be for their operational life. The Natatorium (when it existed), Neighborhood Pools, and the Mitchell Pool Complex do not raise enough in user fees to cover their costs. If a user were charged actual cost per use, the pools would not be affordable to residents. Cost for pool operations (treatment, maintenance, staffing) are expensive and subject to resident utilization and seasonal weather variables which impact usage and therefore revenues.

For the short to medium term, the City Commission can expect that an additional pool fund subsidy will be required. Additionally, it remains to be seen how the AHBS will be utilized by residents and military personnel. Fees for the facility were initially designed to make sure that the AHBS was accessible and

affordable to the public (keeping in mind other facilities in Great Falls). It will likely take two years for P&R/Finance staff to assess use trends and to determine if the fees are adequate to cover costs and maintain membership projections.

Future P&R Funds and Operations:

The Recreation Fund (the fund used to operate the old Recreation Center) has a cash deficit of (\$182,856.23) as of May 20, 2024. Staff is looking at the best approach to selling the facility. The P&R department cannot afford to operate two separate facilities. By the end of FY24, Finance projects that the Recreation Fund deficit will grow to over \$200,000. The deficit is to be addressed with the sale of the facility and not carried over to the new facility.

As the City nears the opening of AHBS, staff is better able to assess start-up costs and subsidy anticipations. The proposed budget amendment includes start-up costs for the new AHBS facility. Since staff and other operational needs and expenses were incurred before facility opening, there were no revenues to offset these costs. Therefore, the facility will have an initial start-up operating deficit projected to be around \$180,000. For FY 2025, it is projected the facility will have an operating deficit of \$300,407 for a total of \$480,407 in the first 15-months of operations. A deficit was anticipated and discussed throughout the facility's budget development.

The first three months of funding, \$180,000 will be coming from the excess cash in the Swimming Pools Fund. The General Fund will need to support an estimated amount of operations totaling \$300,407 in the first 15 months of operations. This projected number may change based on facility utilization, programming, and revenues generated at the facility.

Lastly, it has not been determined by the Commission if future donations will be used to reimburse the Park Maintenance District or be used for operations of the AHBS. Staff will be meeting monthly to review facility operations (expenses/revenues) as the project is completed and operations begin. Staff recommends discussing this topic in January 2025.

By that time:

- The construction project will be closed out
- Additional pledges (donations) will have been received
- P&R will have six months of operating experience
- PMD#1 will have received another allocation

Fiscal Impact: The use of the Park Maintenance Fund for additional construction and cash flow for grant reimbursements may deplete this fund until December, 2024. The use of the Park Special Revenue Fund for one-time startup purchases and for fundraising services will bring the cash balance down to \$214,418. The use of the Swimming Pool Fund cash will bring the cash balance down to \$346,702.

The chart below summarizes the financial transactions occurring for construction and operations of AHBS facility.

Budget Amendment Summary:

Budget Area	Source	Amount	Total
Facility Construction		\$1,049,435	\$1,049,435
	Donations	\$622,723	
	PMD#1	\$339,278	
	Tourism Grant	\$87,434	
AHBS 3 Month Operations Budget		\$371,610	\$371,610
	Pool Fund Transfer	\$180,000	
	Charges for Service	\$186,510	
	Contribution and Donations	\$5,100	
Fund Raising Services		\$218,343	\$218,343
	Park Special Revenue Fund	\$218,343	
One-Time Startup Purchases		\$375,000	\$375,000
	Tourism Grant	\$112,566	
	Park Special Revenue Fund	\$262,434	

Alternatives: If the Budget Amendment Resolution is not adopted, the identified funds will not be replenished and other actions will need to be taken, such as raising fees, reducing existing services, or increasing the General Fund subsidy. An adopted budget is needed to account for new facility operations/costs expended during the current fiscal year (2024).

Concurrences: The City Manager office, Park & Recreation staff and Finance staff have worked together to prepare the AHBS Budget and to identify funding sources for one time purchases and cash flow.

Attachments/Exhibits:

- Resolution 10543 – Budget Amendment Resolution
- AHBS 3 Month Budget
- AHBS Construction Budget

RESOLUTION NO. 10543

BUDGET AMENDMENT RESOLUTION

A RESOLUTION RELATING TO BUDGET AMENDMENTS FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024.

- A. Montana Code Annotated § 7-6-4031 requires that, unless otherwise provided in state law, a public hearing is required for an overall increase in appropriation authority; and
- B. The notice of hearing on budget amendment was published in accordance with Montana Code Annotated § 7-1-4127, as required by Montana Code Annotated § 7-6-4021; and
- C. The hearing on budget amendments was held in accordance with Montana Code Annotated § 7-1-4131.

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

Section 1. – Budget Amendment for the Park Maintenance District Fund

The budget amendment for the Park Maintenance District Fund in the Fiscal Year 2024 Annual Budget, totaling \$1,049,435, is adopted as follows:

- 1) \$1,049,435 budget authority for the Scheels Aim High Big Sky Recreation and Aquatics Center (AHBS) for additional construction costs.

The funding sources will be \$622,723 from donations, \$339,278 from Park Maintenance assessments, and \$87,434 from a Tourism Grant.

Section 2. – Budget Amendments for the Park Special Revenue Fund

The budget amendments for the Park Special Revenue Fund in the Fiscal Year 2024 Annual Budget, totaling \$593,343, are adopted as follows:

- 1) \$375,000 budget authority for One-Time Startup Purchases for AHBS.
- 2) \$218,343 budget authority for fundraising services for AHBS

The funding source will be \$480,777 from Park Special Revenue Fund cash balance and from \$112,566 from a Tourism Grant.

Section 3. – Budget Amendments for the AHBS Fund

The budget amendments for the AHBS Fund in the Fiscal Year 2024 Annual Budget,

totaling \$371,610, are adopted as follows:

- 1) \$180,000 Transfer in from the Swimming Pool Fund to the AHBS Fund for cash flow and 3 months of operation for AHBS.
- 2) \$371,610 AHBS Personal Services and Operations budget for three months.

The funding source will be \$186,510 from Charges for Services, \$5,100 from Contribution and Donations, and \$180,000 from the cash balance of the Swimming Pool Fund.

Section 4 – Budget Amendment for the Swimming Pool Fund

The budget amendment for the Swimming Pool Fund in the Fiscal Year 2024 Annual Budget, totaling \$180,000, is adopted as follows:

- 1) \$180,000 Transfer out from the Swimming Pool Fund to the AHBS Fund for cash flow and 3 months of operation for AHBS.

The funding source will be \$180,000 from the cash balance of the Swimming Pool Fund.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, June 18, 2024.

Cory Reeves, Mayor

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

Aim High Big Sky Construction Budget

Revenues	Amended Budget
Park Maintenance District from Debt Issuance	\$10,000,000.00
Federal Grant	\$10,000,000.00
Tourism Grant	\$87,434.00
Contributions & Donations Received	\$622,723.00
Park Maintenance Assessments	\$339,278.43
Total Revenues	\$21,049,435.43
Project Expenses	
Construction (includes State 1% withholding)	
11/2/2021 Swank Enterprise Base bid	\$17,995,000.00
11/2/2021 Swank Enterprise Alternate #19	\$354,000.00
3/1/2022 Swank Enterprise Change Order #1	(\$244,655.00)
7/5/2022 Swank Enterprise Change Order #2	\$91,029.58
6/6/2023 Swank Enterprise Change Order #3	\$116,680.25
9/5/2023 Swank Enterprise Change Order #4	\$588,052.50
10/3/2023 Swank Enterprise Change Order #5	\$13,753.20
1/16/2024 Swank Enterprise Change Order #6	\$52,978.33
4/16/2024 Swank Enterprise Change Order #7	\$31,135.57
Total Construction	\$18,997,974.43
Professional Services	
10/13/2020 L'Heureux Page Werner, PC Design	\$1,828,659.00
7/5/2022 L'Heureux Page Werner, PC Additional Services	\$56,450.00
Total Professional Services	\$1,885,109.00
Miscellaneous Construction and Professional Expenses	
8/17/2021 Trenchless Solutions- Water Main Relocation	\$136,860.00
DEQ/water line	\$525.00
NW Energy	\$15,243.00
State Pool Inspection	\$1,800.00
Tribune	\$1,029.00
Builders Exchange	\$81.00
Building permit	\$3,750.00
Engineering	\$2,916.00
Water Line Inspections	\$4,148.00
Total	\$166,352.00
Total Expenses	\$21,049,435.43
Revenues Over (Under) Expenses	\$0.00

AHBS Fund

FY 2024 3 Month Budget (April 1, 2024 to June 30, 2024)

Account Description	Administration/ Building	Facility / Programs	Sports	Aquatics	Total
REVENUES					
Department: 00 - NON-DEPARTMENTAL					
Division: 072 - TRANSFERS					
100 - Transfer in					
OPERATING TRANSFER IN	-	-	-	180,000	180,000
Total: 100 - Transfer in	-	-	-	180,000	180,000
Department: 64 - PARK & RECREATION					
40 - Charges for services					
CONCESSIONS	1,000	-	-	-	1,000
SPONSORSHIPS	1,000	-	-	-	1,000
MERCHANDISE SALES	5,500	-	-	-	5,500
DAILY ADMISSIONS	5,000	-	-	-	5,000
SWIM LESSON FEES	-	-	-	14,000	14,000
CORPORATE ADMIN FEE	1,250	-	-	-	1,250
MONTHLY MEMBERSHIP	71,775	-	-	-	71,775
ANNUAL MEMBERSHIP	15,000	-	-	-	15,000
PUNCHCARD MEMBERSHIP	5,000	-	-	-	5,000
RENTAL	2,500	-	-	-	2,500
PARTY RENTAL	5,000	-	-	-	5,000
CC CONVENIENCE FEE	8,000	-	-	-	8,000
RECREATION PROGRAM CLASSES	-	42,750	-	-	42,750
POOL RENTALS	-	-	-	8,375	8,375
TRAINING PROGRAM FEES	-	-	-	360	360
Total: 40 - Charges for services	121,025	42,750	-	22,735	186,510
90 - Other					
CONTRIBUTION & DONATIONS	5,000	-	-	-	5,000
REFUNDS & REIMBURSEMENTS	100	-	-	-	100
Total: 90 - Other	5,100	-	-	-	5,100
REVENUES Total	126,125	42,750	-	202,735	371,610
EXPENSES					
Department: 64 - PARK & RECREATION					
10 - Personal services					
SALARIES & HOURLY	43,936	43,080	16,820	59,751	163,587
HEALTH INSURANCE	13,514	6,596	6,596	9,209	35,915
PERS	4,464	1,574	1,739	5,845	13,622
WORKERS COMPENSATION	698	644	272	914	2,528
UNEMPLOYMENT INSURANCE	172	159	67	226	624
MEDICARE	637	625	244	866	2,372
FICA	2,724	2,670	1,042	3,705	10,141
MISCELLANEOUS PENSIONS	593	-	-	1,022	1,615
Total: 10 - Personal services	66,738	55,348	26,780	81,538	230,404

AHBS Fund

FY 2024 3 Month Budget (April 1, 2024 to June 30, 2024)

20 - Supplies

CHEMICAL, LAB & MEDICAL SUPPLIES	-	-	-	10,000	10,000
JANTORIAL SUPPLIES	7,500	-	-	-	7,500
OTHER OPERATING SUPPLIES	28,444	3,000	750	9,500	41,694
Building Parts repair	1,000	-	-	-	1,000
OTHER REPAIR & MAINTENANCE SUPPLIES	100	100	200	100	500
SUPPLIES FOR RESALE MISCELLANEOUS	5,000	-	-	-	5,000
Total: 20 - Supplies	42,044	3,100	950	19,600	65,694

30 - Purchased services

PRINTING, FORMS, ETC	500	200	100	100	900
ADVERTISING	3,000	-	-	-	3,000
ELECTRIC UTILITY	40,833	-	-	-	40,833
GAS UTILITY	4,834	-	-	-	4,834
CITY SANITATION DISPOSAL	960	-	-	-	960
SEWER UTILITY	2,299	-	-	-	2,299
STORM DRAIN UTILITY	507	-	-	-	507
WATER UTILITY	2,449	-	-	-	2,449
OTHER PROFESSIONAL SERVICES MISCELLANEOUS	5,000	3,000	2,000	1,000	11,000
MAINTENANCE AGREEMENTS	1,935	-	-	-	1,935
MACHINERY & EQUIPMENT REPAIR & MAINTENANCE	1,000	-	-	-	1,000
MILEAGE - PERSONAL CAR IN CITY	100	-	100	-	200
TRAVEL & TRAINING	-	-	-	-	-
CREDIT CARD FEES	5,595	-	-	-	5,595
Total: 30 - Purchased services	69,012	3,200	2,200	1,100	75,512

80 - Internal service charges

HUMAN RESOURCES	-	-	-	-	-
FISCAL SERVICES	-	-	-	-	-
CENTRAL INSURANCE	-	-	-	-	-
INFORMATION TECHNOLOGY	-	-	-	-	-
COMPUTER NETWORK	-	-	-	-	-
MAIL	-	-	-	-	-
COMPUTER EQUIPMENT MAINT	-	-	-	-	-
CITY TELEPHONE	-	-	-	-	-
ELECTRICIAN NON-RECURRING	-	-	-	-	-
COMPUTER & EQUIPMENT LEASE	-	-	-	-	-

Total: 80 - Internal service charges

	-	-	-	-	-
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90 - Capital outlay

BUIDING IMPROVEMENTS	-	-	-	-	-
MACHINERY & EQUIPMENT	-	-	-	-	-

Total: 90 - Capital outlay

	-	-	-	-	-
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EXPENSES Total	177,794	61,648	29,930	102,238	371,610
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TOTAL REVENUES OVER (UNDER) EXPENSES	(51,669)	(18,898)	(29,930)	100,497	-
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Commission Meeting Date: June 18, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Construction Contract: CDBG Sidewalk, Carter Park, O. F. 1806.0
From: Engineering Division
Initiated By: Public Works Department
Presented By: Christoff Gaub, Public Works Director
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 \$838,150.00 to United Materials of Great Falls, Inc., for the CDBG Sidewalk, Carter Park Project, and authorize the City Manager to execute the necessary documents.”

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

Staff Recommendation: Approve construction contract award.

Summary:

This project will improve pedestrian traffic and ensure sidewalk infrastructure complies with Americans with Disabilities Act (ADA) federally mandated criteria. Any patrons that use the public right of way around Carter Park will benefit from the project. The location’s priority has been established as well above average by public stakeholders and ADA federally mandated characteristics using metrics established and monitored in the City’s Public Right of Way ADA Transition Plan (Transition Plan).

Background:

Citizen Participation:

The area has been prioritized by the infrastructure scoring processes outlined in the Transition Plan. Construction activity will require temporary lane closures around Carter Park. Access to residences and businesses adjacent to the construction zones will be maintained by the contractor.

Workload Impacts:

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

Purpose:

This project will provide an ADA compliant route of travel to connect citizens to each other and to various public and private amenities. The area has been prioritized due to the above average pedestrian demand of a neighborhood park. These routes improve the functional and aesthetic properties of the area and connect citizens of many demographics, while providing a means of independence for those with disabilities in the area. The proposed project will install curb ramps and an alley apron along three sides of the park, along 6th Avenue South from 3rd St South to 4th Street South, along 4th Street South from 6th Street South to 7th Street South, and along 7th Ave South from 4th Street South to 3rd Street South (see map in attached Project Summary Sheet).

The project corridor is located in the Public Right of Way, and identified as a high priority route, due to the proximity of the park. The ADA ramp replacement schedule established in the Transition Plan is being adhered to and fulfilled as outlined.

Project Work Scope:

See attached Project Summary Sheet.

Evaluation and Selection Process:

The specifications were advertised two times in the Great Falls Tribune. Two bids were received on June 5, 2024 from United Materials of Great Falls, Inc. and Geranios Enterprises Inc, for \$838,150.00 and \$926,578.00, respectively. United Materials submitted the low bid of \$838,150.00 and executed all of the necessary documents.

Conclusion:

The project has been selected in accordance with the Community Development Block Grant Program. The project will result in an ADA compliant route of travel to connect citizens to each other and larger arterial routes for travel to various public and private amenities. Staff recommends awarding the construction contract to United Materials of Great Falls, Inc. to complete concrete sidewalk installation and install new curb and gutter around Carter Park.

Fiscal Impact:

The attached bid tabulation summarizes bids that were received. Funding for this project is through the Community Development Block Grant program and has been programmed and budgeted for with Streets Assessment and Gas Tax Funds.

Alternatives:

The City Commission could vote to deny award of the construction contract and re-bid or cancel the project. This action would result in delaying the project leading to citizen complaints of lack of sidewalk and safe pedestrian access and potential litigation for identifying an area that does not meet ADA requirements and not bringing the area into compliance.

Attachments/Exhibits:

Bid tabulation

Project Summary Sheet

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

BID TABULATION SUMMARY

OF # 1806.0 CDBG SIDEWALK-CARTER PARK

BIDS TAKEN AT CIVIC CENTER

DATE: 5-JUN-24
 TABULATED BY: ROSA HUGG

	NAME & ADDRESS OF BIDDER	ACKNOWLEDGE ADD. #1	CERTIFICATE OF NON-COLUSSION	10% BID SECURITY	CERTIFICATE OF NON-SEGREGATED FACILITIES	CERTIFICATE OF COMPLIANCE WITH INSURANCE REQ.	TOTAL BID
1	GERANIOS ENTERPRISES INC P.O. BOX 2543 GREAT FALLS, MT 59403	Y	Y	Y	Y	Y	\$926,578.00
2	UNITED MATERIALS, INC. P.O. BOX 1690 GREAT FALLS, MT 59403	Y	Y	Y	Y	Y	\$838,150.00
3							
4							
5							
6							
7							
8							
9							
10							

**PROJECT SUMMARY SHEET:
CDBG Sidewalk, O.F. 1806.0
Current as of: June 5, 2024**

Description: Sidewalk, curb and gutter around Carter Park does not meet City and ADA standards, the corners also do not have ADA compliant curb ramps.

Justification: As part of the ADA Transition plan the City applies and utilizes CDBG Funding for areas considered low to moderate income to update large stretches of sidewalk and curb ramps.

Scope: 2,750 sq ft of sidewalk, 15 new ADA compliant corners, 10 new storm inlets, 1 ADA Compliant alley apron.

Added to CIP: Not part of CIP

CIP Timeline: Not part of CIP

Cost:

- CIP programmed cost/FY: Not within current CIP
- Current Working Estimate: \$810,000
- To be Awarded Cost: \$838,150.00
- Final Cost: TBD

Funding Source(s): CDBG Funds

Planned Execution Method: Design-Bid-Build

Planned Construction CY: Summer 2024

Current Project Stage (Estimated Completion Date): Planning (Fall 2023), Design (Winter 2023/2024), Construction (Summer 2024), Warranty (Summer 2026)

- Design Method: In-House
- Contractor: United Materials of Great Falls

Map & Site Pictures:

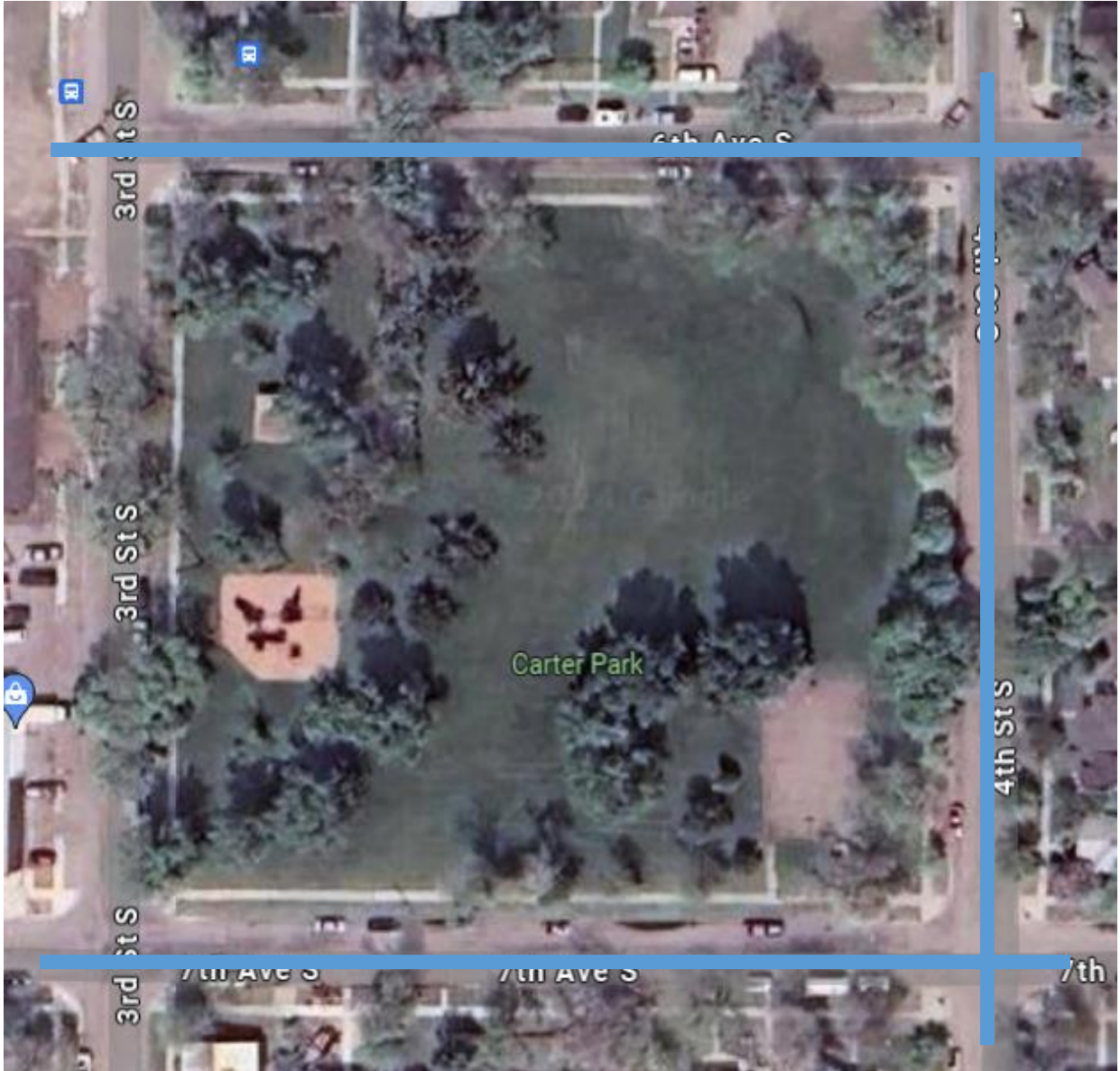


1 NW Corner of 7th Ave S/4th St S



2 NW Corner of 4th Ave S/6 St S

**PROJECT SUMMARY SHEET:
CDBG Sidewalk, O.F. 1806.0
Current as of: June 5, 2024**





Commission Meeting Date: June 18, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Amend Funding Agreement and Award Construction Contract: Electric City Water Park Splash Pad Installation O.F. 1810.1

From: Finance Department

Initiated By: Parks and Rec Department

Presented By: Sylvia Tarman, Project Manager

Action Requested: Approve Contract

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) amending the CDBG Funding Agreement with an additional \$68,809.50, for a new total \$268,809.50 to the City of Great Falls – Park & Recreation for the conversion of the baby pool into a splash pad.”

And

“I move that the City Commission (award/not award) a contract in the amount of \$143,750.00 to Smith River Construction LLC for the Electric City Water Park Splash Pad Installation Project utilizing Community Development Block Grant funds, and 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 increasing the CDBG funding agreement to Parks & Rec, and award a construction contract to Smith River Construction LLC for the Electric City Water Park Splash Pad Installation Project.

Background:

The Electric City Water Park Splash Pad Installation Project includes purchase and installation of a comprehensive splash pad package in the current baby pool area of the Electric City Water Park. This project was identified to be funded with Community Development Block Grant (CDBG) funds because it is a project that serves the general population of Great Falls and falls within an LMI area. The project was proposed in 2022 and the Commission approved a Funding Agreement for \$200,000 to Parks & Rec at the July 5th, 2022 meeting. Parks and Rec Staff have been working over the last 2 years to obtain options and quotes for the baby pool area, and obtained a satisfactory plan and quote from Play Space Designs. Due to some contracting issues, City Staff decided to split the demo, equipment supply, and

installation/construction into separate contracts. At the May 7th 2024 Commission meeting, the commission awarded contracts for the demolition and the equipment supply.

City staff put the installation project out for bid in May, and bids were opened June 7th. Two bids were received. City staff reviewed the bids received and identified the low bidder as Smith River Construction LLC, for \$143,750. City Staff have reviewed the bids received and are confident that Smith River's proposal will fulfill the project's needs. The intent is to start construction as soon as possible, so ideally the splashpad will be operational for at least part of this season.

Smith River's proposal pushes the project total over what was originally included in the Funding Agreement approved in 2022. This is mainly due to inflationary factors over the last two years, primarily in concrete work. This necessitates amending the CDBG Funding Agreement to increase the overall award of the project to a total of \$268,809.50. The installation is the final step needed to complete the overall splashpad project.

Conclusion

City Staff recommends that the Commission amend the CDBG funding agreement to \$268,809.50 and award the construction contract to Smith River Construction, in the amount of \$143,750, for the Electric City Water Park Splash Pad Installation Project.

Fiscal Impact

This project is being awarded utilizing CDBG Funds, for a total project cost of \$268,809.50, and will help accomplish the City's goal in satisfying the terms of the Annual Action Plan and coming back into compliance with our timeliness guidelines.

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 the project to suffer additional timeline delays.

Concurrences:

This action is supported by the staff of the Finance & Parks & Rec Departments.

Attachments/Exhibits:

Electric City Water Park Splash Pad Installation Bid Tabulation
Smith River Construction Bid Forms
Budget Summary for Splashpad

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

BID TABULATION SUMMARY
 OF 1810.1 ECWP SPLASHPAD
 INSTALLATION

BIDS TAKEN AT CIVIC CENTER
 DATE: 7-JUN-24
 TABULATED BY: SYLVIA TARMAN

	NAME & ADDRESS OF BIDDER	10% BID SECURITY	CERTIFICATE OF NON-SEGREGATED FACILITIES	CERTIFICATE OF COMPLIANCE WITH INSURANCE REQ.	TOTAL BID
1	SMITH RIVER CONSTRUCTION LLC 2109 VAUGHN RD. GREAT FALLS, MT 59404	Y	Y	Y	\$143,750.00
2	USA CONSTRUCTION 1595 PEACHTREE PARKWAY, STE 204-344 CUMMING, GA 30041	Y	N	N	\$385,480.00
3					
4					
5					
6					
7					
8					
9					
10					

BID FORM

PROJECT IDENTIFICATION:

ELECTRIC CITY WATER PARK SPLASHPAD INSTALLATION - OF 1810.1

THIS BID SUBMITTED TO:

City of Great Falls
P.O. Box 5021
#2 Park Drive South
Great Falls, MT 59403

1.01 The undersigned Bidder proposes and agrees if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents. Bidder further proposes and agrees, to perform and furnish all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and condition of the Advertisement or Invitation to Bid, and Instruction to Bidders, including without limitations those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of the City.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>	
<u>N/A</u>	<u>6/7/24</u>	CB
<u> </u>	<u> </u>	
<u> </u>	<u> </u>	

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work;

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. Bidder has carefully studied all reports and drawings of a Hazard Environmental Condition, if any, which has been identified in the Special Provisions;

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so)

all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions at or contiguous to the Building which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto;

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. Bidder is aware of the general nature of the Work to be performed by the City and others at the Building that relates to the Work as indicated in the Bidding Documents;

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. Bidder has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the City is acceptable to Bidder; and

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. Bidder further represent that Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

The BIDDER certifies that no official of the The City, Engineer, or any member of such officials' immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the BIDDER.

5.01 The Bidder will complete the Work in accordance with the Contract Documents for the following prices(s):

**UNIT BID SCHEDULE
BASE BID**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
101	Transporting Equipment to Site	1	L.S.		15,000. ⁰⁰
102	Fencing/Landscape Protection	1	L.S.		2,500. ⁰⁰
103	Excavation/Piping	1	L.S.		13,800. ⁰⁰
104	Concrete/Rebar	1	L.S.		69,000. ⁰⁰
105	Installation/Plumbing of Spray Equipment	1	L.S.		19,000. ⁰⁰
106	Installation of Manifold & Control Box	1	L.S.		12,000. ⁰⁰
107	Electrical Connections	1	L.S.		7,450. ⁰⁰
108	Miscellaneous Work	5000	Unit	\$1.00	\$5,000

TOTAL AMOUNT BID PRICE, ITEMS 101-108 \$ 143,750.⁰⁰
(Figures)

TOTAL AMOUNT BID, ITEMS 101-08 one hundred forty three thousand seven hundred and fifty dollars
(Words)

- A. Unit Prices have been computed in accordance with the Instructions to Bidders:
- B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents;
- C. The undersigned agrees that the unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and Total Amount of Unit Prices Bid as listed above after extensions are checked and corrections made, if any, the Total Amount of Unit Prices Bid as corrected shall be used in awarding this Contract; and
- D. The City reserves the right to reject any or all bids.

6.01 Bidder agrees that the Work will be completed and ready for final payment in accordance

with the Construction Agreement or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of the Bid:

- A. Required Bid security in the amount of 10% of the maximum Bid price including alternates, if any, and in the form of a Bid Bond identified in the Instructions To Bidders.

8.01 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions To Bidders.

SUBMITTED on June 07, 2024
(Date)

Montana Contractor's Registration # (if any) 242760

Employer's Tax ID No. 82-5087128

If BIDDER is:

An Individual: _____
 (Name typed or printed)
 By: _____
 (Individual's Signature)

Doing business as: _____

Business Address: _____

Phone No.: _____ FAX No.: _____

A Partnership: _____
 (Partnership Name)

By: _____
 (Name, typed or printed)
 (Signature) _____

Business Address: _____

Phone No.: _____ FAX No.: _____

A Corporation: Smith River Construction, LLC
(Corporation Name)

State of Incorporation: Montana

Type (General Business, Professional, Service, Limited Liability): Limited Liability

By: [Signature]
(Signature of person authorized to sign)

Title: member manager

Attest: [Signature]
(Signature)

Business Address: 2109 Vaughn Rd
Great Falls, MT 59404

Phone No.: 406-781-4898 FAX No.: N/A

Date of Qualification To Do Business Is: 05/2018

(Corporate Seal)

A Joint Venture: Each Joint Venturer Must Sign

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No.: _____

Address of Joint Venturer for Receipt of Official Communication:

Address: _____

Phone No.: _____ FAX No.: _____

(Each Joint Venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION 00300

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):
SMITH RIVER CONSTRUCTION, LLC
2109 Vaughn Rd
Great Falls, MT 59404

SURETY (Name and Address of Principal Place of Business):
Merchants National Bonding, Inc.
PO Box 14498
Des Moines, IA 50306-3498

OWNER (Name and Address):
City of Great Falls
PO Box 5021, #2 Park Drive
Great Falls, MT 59401

BID
Bid Due Date: June 7th, 2024
Description (Project Name and Include Location): Electric City Water Park Splashpad Installation
1810.1

BOND
Bond Number: SRC060724
Date (Not earlier than Bid due date): June 7th, 2024
Penal Sum Ten Percent (Words) \$ 10.00% (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER
SMITH RIVER CONSTRUCTION, LLC (Seal)
Bidder's Name and Corporate Seal

By: [Signature]
Signature
Cory Buford
Print Name
member manager
Title

Attest: [Signature]
Signature
member manager
Title

SURETY
Merchants National Bonding, Inc. (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature (Attach Power of Attorney)
Timothy G. Lightbourne
Print Name

Attorney-In-Fact
Title

Attest: [Signature]
Signature
Customer Service Agent
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United State Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Dale J Anderson; Stephani L Cordeiro; Timothy G Lightbourne

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

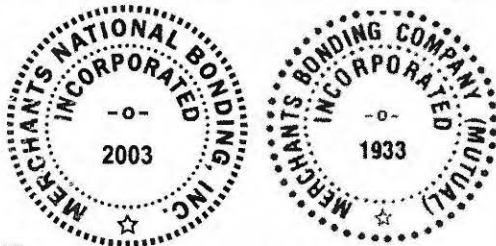
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

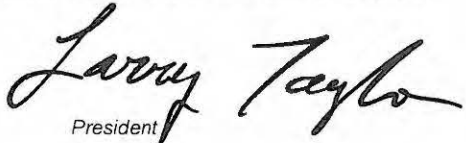
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 10th day of March, 2023.



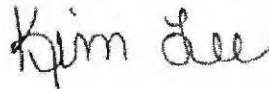
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 10th day of March, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

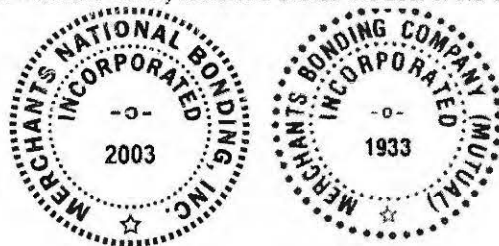



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of June, 2024.




Secretary

CERTIFICATE OF NON SEGREGATED FACILITIES

(Applicable to federally assisted construction contracted and related subcontracts exceeding \$1,000 which are not exempt from the Equal Opportunity Clauses)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

06-05-2024
Date


Signature

Cory Buford Member Manager
Name and Title of Signer (Please Type)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

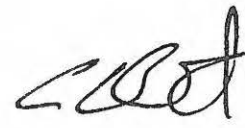
CERTIFICATE OF COMPLIANCE WITH INSURANCE REQUIREMENTS

The undersigned Contractor hereby acknowledges that he/she has read and understands the insurance requirements specified in this contract, and hereby agrees (1) that such insurance will be maintained in at least the amounts and types specified in this contract and during any modifications and/or time extensions granted thereto; (2) that these required insurance policies will each contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interest of the City of Great Falls in such insurance will not be effective for such period as may be prescribed by the Laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof has been given to the contracting officer; (3) that Montana Workmen's Compensation Insurance, or letter of reciprocal agreement with another state, will be maintained on this contract for and during the entire performance period and for and during any modifications and/or time extensions granted thereto; and (4) that this agreement will become a part of and be incorporated into the above referenced contract, and will be legally binding and enforceable at law.

INSURANCE COMPANY (IES): Cogswell Insur. PHONE NO. 406-604-4058

CONTRACTOR: Smith River Construction, LLC

Date: 06-05-2024



(Authorized Signature)

ACCEPTANCE

The undersigned authorized representative, on behalf of the City of Great Falls, hereby accepts and ratifies the above agreement and hereby incorporates the above agreement into the above referenced contract.

(Date) By: _____
(Authorized representative)

ECWP Splashpad		
Design/Equipment Supply	\$93,909.50	Completed
Demo	\$31,150.00	Completed
Installation	\$143,750.00	Contract pending approval

Total \$268,809.50

Original CDBG Funding \$200,000.00
Agreement



Commission Meeting Date: June 18, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Approve Change Order No. 1: Electric City Water Park Splash Pad Demolition O.F. 1810.1

From: Sylvia Tarman, Project Manager

Initiated By: Parks & Rec, Finance Department

Presented By: Sylvia Tarman, Project Manager

Action Requested: Approve Change Order No. 1 for Electric City Water Park Splash Pad Demolition

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) Change Order No. 1 in the amount of \$2,500 to United Materials of Great Falls, Inc., for the Electric City Water Park Splash Pad Demolition, utilizing Community Development Block Grant funds, and (authorize/not authorize) the City Manager to execute the contract documents.”

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

Staff Recommendation: Staff recommends that the City Commission approve Change Order No. 1 for United Materials of Great Falls Inc., in the amount of \$2,500.00 for the Electric City Water Park Splash Pad Demolition.

Background: The Electric City Water Park Splash Pad Demolition was approved by the City Commission at the May 7th, 2024 Commission Meeting. United began demolition on May 15th. Due to the equipment necessary for the demolition and brining in new dirt, Parks and Rec and United staff decided against utilizing the existing gate and driving over the existing sidewalks, as originally planned. The project team decided it would be better for the existing infrastructure to remove a section of the fence near the kiddy pool and access the site from River Dr. This made it necessary for United to do some fencing repair and adding topsoil and grass seed to the grassy area they needed to drive over. This change order covers those additional costs. City staff recommends approving this change order.

Fiscal Impact: This is being funded using Community Development Block Grant funds. This Change order will increase the original contract amount from \$28,650.00 to \$31,150.00.

Concurrences: Representatives of the Parks & Rec and Finance Departments have coordinated in development of this proposal.

Attachments/Exhibits: Change Order No. 1 and United Materials Quote



United Materials of Great Falls, Inc.

Great Falls, Montana 59403-1690 • P. O. Box 1690 • Telephone: (406) 453-7692
 Construction Fax: (406) 727-9040 • Business Fax: (406) 727-2439 • Dispatcher: (406) 453-7201

To: City Of GF Park And Recreation	Contact: Sylvia
Address: 1700 River Drive North Great Falls, MT 59401	Phone: 406-771-1265
	Fax:
Project Name: Fence Repair/Topsoil Splash Park	Bid Number: 24040
Project Location:	Bid Date: 5/20/2024

We submit the following quotation for your consideration. If you have any questions, feel free to contact me at 453-7692.

Thank you.

Item Description	Total Price
Fence Repair	\$1,000.00
Topsoil	\$1,500.00
Total Bid Price: <u>\$2,500.00</u>	

Notes:

- The above prices **DO NOT** include Performance and Payment Bond. Add 1% if bond is required.
- The above prices **DO NOT** include Surveying, Layout, Permits, Irrigation Restoration, or Landscaping Restoration other than topsoil placement.
- This quote provides for one move-in. Please add \$1,300.00 for add'l excavation mobilizations.
- The above prices **DO NOT** include gross receipts tax.
- The above price is given subject to a mutually agreeable schedule.
- **United Materials will not be responsible for damages or repairs to privately owned underground utilities (electrical, irrigation, etc.) that are not located by OneCall or by property owner.**
- **United Materials will not be responsible for damages or repairs to privately owned surfacing (asphalt, concrete, etc.) caused by legally loaded construction equipment/trucks accessing project site. Haul route to be determined by mutual agreement between owner and United Materials.**
- This quotation is good for 30 calendar days.

Payment Terms:

If you have any questions concerning this quote, please call me at (406) 453-7692.Thanks for this opportunity to provide a quotation to you.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: United Materials Of Great Falls, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Sara Goroski 406.868.0887 sara@unitedmaterialsgtf.com</p>
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Change Order

No. 1

Date of Issuance: June 18, 2024

Effective Date: June 18, 2024

Project: ECWP SPLASHPAD DEMOLITION	Owner: CITY OF GREAT FALLS	Owner's Contract No.: OF 1810.1
Contractor: UNITED MATERIALS, INC.		Date of Contract: MAY 7, 2024
Contractor:		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Fencing repair and topsoil placement to return construction site to pre-demo conditions.

Attachments: (List documents supporting change): See attached.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 28,650.00

[Increase] [Decrease] from previously approved Change

Orders No. _____ to No. _____:

\$ _____

Contract Price prior to this Change Order:

\$ 28,650.00

[Increase] [Decrease] of this Change Order:

\$ 2,500.00

Contract Price incorporating this Change Order:

\$ 31,150.00

CHANGE IN CONTRACT TIMES:

Original Contract Times:

Working days Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: [Signature]
Project Manager (Authorized Signature)

Date: 6/11/24

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____



Commission Meeting Date: June 18, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Award Contract: AVI Systems - Civic Center Court Relocation Project, O.F. 1750.3

From: Finance Department

Initiated By: Finance Department

Presented By: Sylvia Tarman, ARPA Project Manager

Action Requested: Approve Contract

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) a contract in the amount of \$172,897.17 to AVI Systems Inc. for the Civic Center Court Relocation Project utilizing American Rescue Plan Act funds, and authorize the City Manager to execute the contract documents.”

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

Staff Recommendation:

Approve audio/visual equipment and installation contract award to AVI Systems Inc. for the Civic Center Court Relocation Project.

Summary:

The Civic Center Court Relocation project includes renovating the Missouri Room to make room for two court rooms and office space for Court staff. A construction contract was awarded for the project in March 2024. City Staff have been working with the architect and AVI Systems to understand the audio/visual capabilities needed for the new courtrooms. AVI has provided a quote for the work, and City Staff recommends awarding them a contract for this work.

Background:

The Civic Center Court Relocation project includes renovating the Missouri Room to make room for two court rooms and office space for Court staff. Since the construction contract was awarded in March, the Court staff has been working with IT to define the audio/visual and connectivity needs for the new courtrooms. This includes computers, cameras, microphones, speakers, auditory aids, and TV’s for video conferencing. The IT department wanted this system to be able to be integrated, monitored, and serviced by the same vendor who services our other A/V systems throughout the rest of the Civic Center. Therefore, Court, IT, and Finance staff worked with AVI to develop a Scope of Work for the needs of the new courts.

AVI has provided an adequate quote that represents the integration needs of the Court staff. Staff requested approval to sole source this contract, based on the fact that AVI is very familiar with the systems throughout the Civic Center and already services all of our other A/V equipment. AVI also has extensive experience in integrating A/V technology in other courtrooms throughout Montana and the Northwest. Sole Source approval was granted from the Finance Dept.

City Staff has reviewed the quote received, and are confident that AVI's proposal will satisfy the project's needs and recommend that the Commission award the contract.

Fiscal Impact

This project is being awarded American Rescue Plan Act (ARPA) Funds, in the amount of \$172,897.17.

Alternatives:

The City Commission could vote to deny award of the contract, or direct the project to go out for open bid. This action would result in the project to suffer additional timeline delays.

Concurrences:

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

Attachments/Exhibits:

AVI Contract

AVI Sole Source Form/Approval

Tracking # _____

CITY OF GREAT FALLS REQUEST FOR SOLE SOURCE

DATE: 5/31/2024 DEPARTMENT: Finance

REQUESTOR: Sylvia Tarman PHONE NUMBER: 455-8474

BUSINESS NAME: AVI Systems Inc.

CONTACT: Mark Hunt PHONE NUMBER: 406-969-3336

EMAIL ADDRESS: mark.hunt@avisystems.com

ADDRESS: 655 E 54th Street North

CITY: Sioux Falls STATE: SD ZIP CODE: 57104

SOLE SOURCE REQUEST PURPOSE:

To provide a comprehensive audio/visual sytem for the new court offices, in accordance with State and local requirements.

SOLE SOURCE JUSTIFICATION:

AVI is an experienced audio/visual equipment provider and system integrator. They have provided and installed numerous court installations in Montana, as well as elsewhere in the Northwest/Midwest. More importantly, AVI currently services the City's A/V systems in the Commssion Chambers and Gibson room. The City also has an ongoing service contract with AVI to perform repairs, changes, and troubleshoot the current system. This new system would be an extension of service and integarte into the existing overall system. This contract will also serve as a comprehensive "all-in-one" system for superior operability by the court staff, as opposed to the piecemeal system they work with currently, utilizing various different devices and paltforms to make it "work".

Special Cases for Sole Source Purchases:
Bids or quotes are not required where it is in the best interest of the City to maintain a compatible and/or reliable system provided by a single vendor or professional. The sole source form must be provided to the Finance Department for approval prior to purchase.
a. These requirements for purchases of supplies/equipment and services over \$80,000 may be waived by the City Manager. Approval must be documented and obtained PRIOR to purchase.
b. The above applies where:
i. There is only one source for the supply or service of the item (i.e. a vendor's warranty service, exclusive vendor required maintenance agreements), or
ii. Only one source is acceptable or suitable for the supply or service item, or
iii. The supply or service must be compatible with current supplies or services, or
iv. A collective bargaining agreement or other contract requires the utilization or employment of a specific good or professional.
c. Where state and local law require a good or service to be provided by a specific entity (Election Administration, Detention Center Fees, etc.), quotes are not required.

Sylvia Tarman
SIGNATURE

Sylvia Tarman
PRINT NAME

Project Manager
TITLE

5/31/24
DATE

Kirsten Warra

Kirsten Warra

Sylvia Tarman

From: Kirsten Wavra
Sent: Friday, May 31, 2024 4:36 PM
To: Sylvia Tarman; Melissa Kinzler
Subject: RE: Sole Source for Courts

Thanks, Sylvia. I think this is justified.

From: Sylvia Tarman <starman@greatfallsmt.net>
Sent: Friday, May 31, 2024 3:59 PM
To: Melissa Kinzler <mkinzler@greatfallsmt.net>; Kirsten Wavra <kwavra@greatfallsmt.net>
Subject: Sole Source for Courts

Melissa & Kirsten,

Please see the attached Sole Source form for using AVI Systems to install and service A/V equipment for the new Courtrooms. Let me know if you have nay questions.

Thanks,

Sylvia Tarman, ARPA Project Manager
City of Great Falls
(406) 455-8474
starman@greatfallsmt.net

CONSTRUCTION AGREEMENT

This **Construction 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 (“**City**”), and **AVI SYSTEMS INC.**, a Corporation, 655 E 54th St. N., Sioux Falls, SD, 57104, (“**Contractor**”).

In consideration of the covenants, agreements, representations, and warranties contained herein, the parties agree as follows:

1. Work to be Performed:

a. A description of the Construction Project and Contractor’s duties is set forth in the Scope of Work, attached as **Exhibit A**.

b. Prior to the commencement of any work on the Construction Project, Contractor’s representatives and City’s representatives shall hold a meeting to establish a working understanding among the parties as to the scope of the Construction Project and duties of the Contractor. At this meeting, Contractor and City shall resolve any outstanding issues related to the plans, designs, drawings, and specifications. If the parties are unable to resolve these issues and the City fails, refuses, or is unable to approve the same, no work shall commence on the Construction Project until such issues are resolved and the City approves the related plans, designs, drawings, and specifications.

c. Except as provided elsewhere in this Agreement, Contractor shall furnish all the labor, materials, equipment, tools, and services necessary to perform and complete the Construction Project.

d. During work on the Construction Project, and as part of the final completion of the Construction Project, Contractor shall clean up the Project site, including the removal and satisfactory disposal of all waste, garbage, excess materials, equipment, temporary buildings, the removal or grading of all embankments made for construction purposes, the filling in of all excavations, and the performance of any other work necessary to restore the site to at least as good order and condition as at the commencement of the Construction Project.

2. City-Supplied Materials: City will supply the materials set forth on **Exhibit B** attached hereto. All other materials will be supplied by Contractor.

3. Time of Performance:

a. Contractor shall begin the Construction Project after receiving a Notice to Proceed from City and shall complete the Construction Project within ONE-HUNDRED TWENTY (120) days of the starting date stated in the Notice to Proceed. The various phases of the Construction Project shall be completed pursuant to the Construction Schedule attached hereto as **Exhibit C**. Time is of the essence of completion of all work and each phase of the Construction Project.

b. The Construction Schedule is subject to the City's approval. Contractor's construction plan, methods of operation, materials used, and individuals and subcontractors employed (collectively "Contractor's Resources") are subject to the City's approval at all times during the term of this Agreement, and must be such as to ensure the completion of the work in compliance with the deadlines set in the Construction Schedule during the term of this Agreement. In the event the City determines the Contractor's Resources are inadequate to meet the approved Construction Schedule, the City may order the Contractor to accelerate its performance to give reasonable assurances of timely completion and quality results. Acceleration under this section shall not be deemed a Change Order as defined in Section 5b below and the Contractor shall receive no equitable adjustment for such acceleration. Nothing in this section shall be interpreted to relieve the Contractor of its duties and responsibilities to plan for and complete the work in a timely manner according to the Construction Schedule.

4. **Liquidated Damages:** If the Construction Project is not completed within the time provided by this Agreement, the City may deduct for each day the Construction Project remains uncompleted the sum of ZERO dollars (\$0) from the compensation hereinafter specified, and retain that sum as payment for liquidated damages sustained by reason of the Contractor's failure to complete the Construction Project on time.

5. **Compensation:**

a. City shall pay to Contractor, and Contractor shall accept as full payment for the performance of this Agreement and the Construction Project, the amount of ONE-HUNDRED SEVENTY-TWO THOUSAND, EIGHT-HUNDRED NINETY-SEVEN AND 17/100 DOLLARS (\$172,897.17), as paid in accordance with **Exhibit D**, Compensation Schedule, attached hereto.

b. If work not included within the original Scope of Work documents is requested by City, such additional work and the related compensation shall be agreed to in writing by both parties prior to commencement of the additional work ("Change Order") pursuant to the Change of Work Specifications set forth on **Exhibit E** attached hereto.

c. Monthly progress payments and final payment will be made only in accordance with the terms of the Compensation Schedule. All invoices must be submitted to the City's Representative as set forth in ¶ 15.

d. City shall retain five percent (5%) of the total amount of compensation to be paid to the Contractor to ensure compliance with the terms and conditions of this Agreement and the timely completion of the Construction Project and any and all "punch list" items ("Retainage Amount"). The Retainage Amount shall be paid to Contractor thirty (30) days after the City's final acceptance of the portion of work for which a separate price is stated in the specifications for the Construction Project.

e. Upon acceptance of final payment and for other good and valuable consideration, Contractor shall release and forever discharge City, its officers, agents, and employees of and from any and all claims, demands, actions, causes of action, obligations, and liabilities of every kind

and character whatsoever, in law and in equity, whether now known or in the future discovered, arising from or related to this Agreement or the Construction Project that Contractor may have or assert against City, its officers, agents, and employees.

6. Inspection and Testing:

a. City has the right to inspect and test any and all work performed by Contractor on the Construction Project. Contractor shall allow City and its agents access to the Construction Project at all times and shall provide every reasonable facility for the purpose of such inspection and testing, including temporarily discontinuing portions of the work or uncovering or taking down portions of the finished work.

b. Contractor is exclusively responsible for ensuring that the work contemplated under this Agreement strictly complies with the Agreement terms and conditions, acceptable engineering practices, State requirements, applicable laws and building and safety codes, and other applicable standards.

c. Any City inspections and testing are not an endorsement of the work contemplated under this Agreement. Any inspection and testing performed by the City and its agents is for the sole benefit of the City and shall not relieve the Contractor of its duties, responsibilities, and obligations set forth in this Agreement. City's inspection and testing shall not be deemed or considered acceptance by the City of any portion of the Construction Project. City's inspection and testing shall not serve to nullify, amend, or waive any warranties provided by the Contractor under this Agreement.

d. Contractor shall, without charge, replace any material or correct any work found by the City or its agents to be defective or otherwise not in compliance with the terms and conditions of this Agreement. The determination of defective and non-compliant Work and identification of replacement or repairs necessary to meet the Contract Document requirements shall be made in the City's sole discretion. In the event Contractor fails to replace or correct any defective work or materials after reasonable written notice by the City to do so, the City may take such corrective action, either with its own materials and employees or by retaining any third party to do so, and deduct the cost and expense of such corrective action from the Contractor's compensation.

7. Partial Utilization of Construction Project: City shall have the right to use or occupy any portion of the Construction Project that City and Contractor mutually agree is substantially completed and constitutes a separately functioning and usable part of the Construction Project for its intended purpose without significant interference with Contractor's performance of the remaining portions of the Construction Project. In the event City takes possession of any portion of the Construction Project, such possession shall not be deemed an acceptance of the Construction Project, in whole or in part. Contractor shall still be required to conduct any final testing of the portions in the possession of the City. City's use of any portion of the Construction Project shall not be grounds for extensions of any construction deadlines or a change in the Contractor's compensation. Contractor's warranties shall run from the completion of the total Construction Project and not from the date the City may take possession of selected portions of the Construction Project.

8. **Related Work at the Site:** Nothing in this Agreement shall prevent or preclude City, through its own employees or by contract with any third party, from performing other work related to the Construction Project at the construction site; provided such related work is not otherwise addressed in this Agreement and provided such related work does not otherwise interfere with Contractor's performance of this Agreement or the completion of the Construction Project. Contractor shall afford any City employee, agent or representative, or any third party under contract with the City to perform the related work, proper and safe access to the construction site, a reasonable opportunity for the introduction and storage of materials and equipment, the opportunity to perform the related work, and shall properly coordinate the Contractor's work on the Construction Project with the related work.

9. **Contractor's Warranties:** Contractor represents and warrants as follows:

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

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

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

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

e. Contractor shall prosecute the completion of the Construction Project under the terms of this Agreement and Contractor, or its duly authorized representative assigned to serve as the Construction Project Manager, shall be personally present at the site of the Construction Project during working hours for the term of this Agreement until the completion of the Construction Project.

f. Contractor shall maintain an office at the site of the Construction Project and shall have a complete, accurate, and up-to-date set of construction plans, drawings, and specifications at that office at all times. The office may be a mobile facility or vehicle.

g. Contractor has examined all available records and made field examinations of the site of the Construction Project. Contractor has knowledge of the field conditions to be encountered during the Construction Project. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

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

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

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

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

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

m. To the extent Contractor receives any warranties from manufacturers and/or developers of goods, including software, provided in Contractor's Work, Contractor shall pass through or assign such warranties to the City to the fullest extent permitted by the terms of each warranty. Manufacturer warranties vary, and unless otherwise specified in writing agreed to by Contractor, Contractor does not provide any independent additional warranties for any goods or software. Except as otherwise provided in subsection 9(c) above, City's exclusive remedy for any alleged non-conforming part, defect, failure, inadequacy, or breach of any warranty related to the goods and software shall be limited to those warranties and remedies provided by the manufacturer and developer thereof. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR DISCLAIMS ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES WITH REGARD TO THE GOODS, AND SOFTWARE PROVIDED BY CONTRACTOR, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT.

10. Delays and Extensions of Time: If Contractor's performance of this Agreement is prevented or delayed by any unforeseen cause beyond the control of the Contractor, including acts or omissions of the City, Contractor shall, within ten (10) days of the commencement of any such delay, give the City written notice thereof. Further, Contractor shall, within ten (10) days of the

termination of such delay, give the City written notice of the total actual duration of the delay. If the City is provided with these required notices and if the City determines that the cause of the delay was not foreseeable, was beyond the control of the Contractor, and was not a result of the fault or negligence of the Contractor, then the City will determine the total duration of the delay and extend the time for performance of the Agreement accordingly. Unless the delay is caused by the intentional interference of the City with the Contractor's performance, Contractor shall make no claim for damages or any other claim other than for an extension of time as herein provided by reason of any delays. Overtime Costs identified in the Special Provisions are still applicable.

11. Suspension:

a. The City may, by written notice to the Contractor and at its convenience for any reason, suspend the performance of all or any portion of the work to be performed on the Construction Project ("Notice of Suspension"). The Notice of Suspension shall set forth the time of suspension, if then known to the City. During the period of suspension, Contractor shall use its best efforts to minimize costs associated with the suspension.

b. Upon Contractor's receipt of any Notice of Suspension, unless the notice requires otherwise, Contractor shall: **(1)** immediately discontinue work on the date and to the extent specified in the Notice of Suspension; **(2)** place no further orders or subcontracts for materials, services, or equipment; **(3)** upon terms satisfactory to City promptly make every reasonable effort to obtain suspension of all orders, subcontracts, and rental agreements to the extent that they relate to the performance of the work suspended; and **(4)** continue to protect and maintain the Project, including those portions on which work has been suspended.

c. As compensation for the suspended work, Contractor will be reimbursed for the following costs, reasonably incurred, without duplication of any item, and to the extent that such costs directly resulted from the suspension: **(1)** a standby charge paid during the period of suspension which will be sufficient to reasonably compensate Contractor for keeping, to the extent required in the Notice of Suspension, Contractor's organization and equipment committed to the Project in standby status; **(2)** all reasonably incurred costs for the demobilization of Contractor's and subcontractor's crews and equipment; **(3)** an equitable amount to reimburse Contractor for the cost to protect and maintain the Project during the period of suspension; and **(4)** an equitable adjustment in the cost of performing the remaining portion of the work post-suspension if, as a direct result of the suspension, the cost to Contractor of subsequently performing the remaining work on the Construction Project has increased or decreased.

d. Upon receipt of written notice by the City to resume the suspended work ("Notice to Resume Work"), Contractor shall immediately resume performance of the suspended work as to the extent required in the Notice to Resume Work. Any claim by Contractor for time or compensation described in Section 11(c) shall be made within fifteen (15) days after receipt of the Notice to Resume Work and Contractor shall submit a revised Construction Schedule for the City's review and approval. Contractor's failure to timely make such a claim shall result in a waiver of the claim.

e. No compensation described in Section 11(c) shall be paid and no extension of time to complete the Construction Project shall be granted if the suspension results from Contractor's non-compliance with or breach of the terms or requirements of this Agreement.

12. Termination for Contractor's Fault:

a. If Contractor refuses or fails to timely do the work, or any part thereof, or fails to perform any of its obligations under this Agreement, or otherwise breaches any terms or conditions of this Agreement, the City may, by written notice, terminate this Agreement and the Contractor's right to proceed with all or any part of the Construction Project ("Termination Notice Due to Contractor's Fault"). The City may then take over the Construction Project and complete it, either with its own resources or by re-letting the contract to any other third party, and may immediately take possession of and use such materials, appliances, tools, and equipment as may be on the site and which may be necessary for the completion of the Construction Project.

b. In the event of a termination pursuant to this Section 12, Contractor shall be entitled to payment only for those services that Contractor has actually rendered. In the case of a lump sum or unit price contract, Contractor shall not be entitled to any further payment until the Construction Project has been completed. Upon completion of the Construction Project, if the unpaid balance of the Contractor's compensation exceeds the cost to the City of completing the work, including all costs paid to any subcontractors or third parties retained by the City to complete the Construction Project and all administrative costs resulting from the termination ("City's Cost for Completion"), such excess shall be paid to the Contractor. If the City's Cost for Completion exceeds the unpaid balance of the Contractor's compensation, then Contractor and its sureties shall be liable for and shall pay the difference, plus interest at the rate applicable to court judgments, to the City.

c. Any termination provided for by this Section 12 shall be in addition to any other remedies to which the City may be entitled under the law or at equity.

d. In the event of termination under this Section 12, Contractor shall, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

13. Termination for City's Convenience:

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

b. Upon receipt of the Notice of Termination for City's Convenience, unless otherwise directed in the Notice, the Contractor shall immediately cease work on the Construction Project,

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

c. In the event of a termination pursuant to this Section 13, Contractor is entitled to payment only for those services that Contractor has actually rendered and materials actually purchased or which Contractor has made obligations to purchase on or before the receipt of the Notice of Termination for City’s Convenience, and reasonably incurred costs for demobilization of Contractor’s and any subcontractor’s crews. It is agreed that any materials that City is obligated to purchase from Contractor will remain the City’s sole property.

d. The compensation described in Section 13(c) is the sole compensation due to Contractor for its performance of this Agreement. Contractor shall, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

14. Limitation on Contractor’s Damages; Time for Asserting Claim:

a. In the event of a claim for damages by Contractor under this Agreement, Contractor’s damages shall be limited to contract damages and Contractor hereby expressly waives any right to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature or kind.

b. In the event Contractor asserts a claim for damages of any kind or nature, Contractor shall provide City with written notice of its claim, the facts and circumstances surrounding and giving rise to the claim, and the total amount of damages sought by the claim, within ten (10) days of the occurrence of the facts and circumstances giving rise to the claim. In the event Contractor fails to provide such notice, Contractor shall waive all rights to assert such claim.

15. Representatives:

a. **City’s Representative:** The City’s Representative for the purpose of this Agreement shall be **Sylvia Tarman** or such other individual as City shall designate in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission shall be directed to City’s Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when City’s Representative is not available, Contractor may direct its communication or submission to other designated City personnel or agents and may receive approvals or authorization from such persons.

b. **Contractor’s Representative:** The Contractor’s Representative for the purpose of this Agreement shall be **Mark Hunt** or such other individual as Contractor shall designate in

writing. Whenever direction to or communication with Contractor is required by this Agreement, such direction or communication shall be directed to Contractor's Representative; provided, however, that in exigent circumstances when Contractor's Representative is not available, City may direct its direction or communication to other designated Contractor personnel or agents.

16. Locating Underground Facilities: If City personnel assume responsibility for locating any underground facilities, this fact shall be noted in writing prior to commencement of such location work. Otherwise, Contractor shall be solely responsible for obtaining and determining the location of any underground facilities, including but not limited to, the location of any pipelines or utility supply, delivery, or service lines in accordance with the provisions of §69-4-501, et seq., MCA. Contractor shall make every effort to avoid damage to underground facilities and shall be solely responsible for any damage that may occur.

17. Permits: Contractor shall provide all notices, comply with all applicable laws, ordinances, rules, and regulations, obtain all necessary permits, licenses, and inspections from applicable governmental authorities, pay all fees and charges in connection therewith, and perform all surveys and locations necessary for the timely completion of the Construction Project.

18. Ownership of Documents; Indemnification: All plans, designs, drawings, specifications, documents, sample results and data, in whatever medium or format, originated or prepared by or for Contractor in contemplation of, or in the course of, or as a result of this Agreement or work on the Construction Project, shall be promptly furnished to the City ("City Documents and Information"). All City Documents and Information shall be the exclusive property of the City and shall be deemed to be works-for-hire. Contractor hereby assigns all right, title, and interest in and to the City Documents and Information, including but not limited to, all copyright and patent rights in and to the City Documents and Information. Neither party grants to the other any express or implied licenses under any patents, copyrights, trademarks, or other intellectual property rights, except to the extent necessary to complete its obligations to the other under this Agreement.

19. Laws and Regulations: Contractor shall comply fully with all applicable federal, state, and local laws, regulations, and ordinances including, but not limited to, all workers' compensation laws, all environmental laws including, but not limited to, the generation and disposal of hazardous waste and storm water discharge, the Occupational Safety and Health Act (OSHA), the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA, all applicable City, County, and State building and electrical codes, the Americans with Disabilities Act, and all non-discrimination, and utilization of minority and small business statutes and regulations.

20. Non-discrimination in Hiring: All hiring by Contractor and subcontractors of persons performing work for Contractor 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. The Contractor shall require these nondiscrimination terms of its subcontractors providing services under this Agreement.

21. Intoxicants; DOT Drug and Alcohol Regulations: Contractor shall not permit or allow the introduction or use of any intoxicants, including alcohol or illegal drugs, upon the site of the

Construction Project. Contractor acknowledges it is aware of and shall comply with its responsibilities and obligations under the U.S. Department of Transportation (DOT) regulations governing anti-drug and alcohol misuse prevention plans and related testing. City shall have the right to request proof of such compliance and Contractor shall be obligated to furnish such proof.

22. Labor Relations:

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

b. As required by §18-2-403, MCA, in performing the terms and conditions of this Agreement and the work on the Construction Project, Contractor shall give preference to the employment of bona fide residents of Montana, as such term is defined by §18-2-401(1), MCA, and the Administrative Rules of Montana, including but not limited to A.R.M. 24.17.147, obliging Contractor to hire 50% bona fide Montana residents, excluding projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law. When making assignments of work, Contractor shall use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned.

c. Pursuant to §§18-2-403 and 18-2-422, MCA, Contractor shall pay wages, benefits, and expenses as set forth on **Exhibit F**, Contractor's Rates of Wages, Benefits, and Expenses, attached hereto. Contractor shall pay all hourly wage employees on a weekly basis. Violation of the requirements set forth on **Exhibit F** may subject the Contractor to the penalties set forth in §18-2-407, MCA. Contractor shall maintain payroll records and, upon City's request, provide certified copies to the City. Contractor shall maintain such payroll records during the term of this Agreement, the course of the work on the Construction Project, and for a period of three (3) years following the date of final completion of the Construction Project and termination of this Agreement.

d. In the event that, during the term of this Agreement and throughout the course of Contractor's performance of the Construction Project, any labor problems or disputes of any type arise or materialize which in turn cause any work on the Construction Project to cease for any period of time, Contractor specifically agrees to take immediate steps, at its own expense and without expectation of reimbursement from City, to alleviate or resolve all such labor problems or disputes. The specific steps Contractor shall take to resume work on the Construction Project shall be left to the discretion of Contractor; provided, however, that Contractor shall bear all costs of any related legal action. Contractor shall provide immediate relief to the City so as to permit the work on the Construction Project to resume and be completed within the time frames set forth in the Construction Schedule at no additional cost to City.

e. Contractor shall indemnify, defend, and hold the City harmless from any and all claims, demands, costs, expenses, damages, and liabilities arising out of, resulting from, or

occurring in connection with any labor problems or disputes or any delays or stoppages of work associated with such problems or disputes.

23. Subcontractors:

a. Contractor may employ subcontractors for any work on the Construction Project. Contractor shall provide City with a list of all subcontractors employed and require that all subcontractors are appropriately licensed to work in the City of Great Falls.

b. Contractor remains fully responsible for the acts and omissions of any subcontractor, just as Contractor is for its own acts and omissions, and Contractor shall remain fully responsible and liable for the timely completion of the Construction Project.

c. Contractor is solely liable for any and all payments to subcontractors. Contractor shall hold all payments received from the City in trust for the benefit of subcontractors, and all such payments shall be used to satisfy obligations of the Construction Project before being used for any other purpose. Contractor shall make any payments due to any subcontractor within seven (7) days of Contractor's receipt of payment, including a proportional part of the retainage Contractor has received from the City. In the event of a dispute regarding any subcontractor's invoice, Contractor shall promptly pay the undisputed amount to the subcontractor and notify the subcontractor in writing of the amount in dispute and the reasons for the dispute. Any withholding of payment must comply with the requirements of §28-2-2103, MCA. In the event Contractor is unwilling or unable to make timely and proper payment to any subcontractor, City may elect to withhold any payment otherwise due to Contractor and upon seven (7) days' written notice to Contractor, may pay subcontractor by direct or joint payment.

24. Indebtedness and Liens: Before City may make any final payment to Contractor, Contractor shall furnish City with satisfactory proof that there are no outstanding debts or liens in connection with the Construction Project for all prior payments issued by the City. If the Contractor, having received corresponding undisputed payment, allows any indebtedness to accrue to subcontractors or others during the progress of the work, and fails to pay or discharge the same within five (5) days after demand, then City may either withhold any money due to Contractor until such indebtedness is paid or apply the same toward the discharge of the indebtedness. If any lien or claim is filed or made by any subcontractor, material supplier, or any other person, the Contractor shall immediately notify the City and shall cause the same to be discharged of record within thirty (30) days after its filing.

25. Hazard Communication: Contractor shall comply with all hazard communication requirements dictated by the Environmental Protection Agency, the Montana Departments of Environmental Quality and Agriculture, OSHA, Hazard Communications Standard, 29 CFR 1910.1200, and applicable City ordinances. Contractor shall supply a chemical list, the associated safety data sheets (SDS), and other pertinent health exposure data for chemicals that the Contractor's, subcontractor's or the City's employees may be exposed to while working on City property during the course of the Construction Project. One copy of this documentation must be delivered to City to the attention of the City's Representative. This documentation must be delivered before work involving these chemicals may commence.

26. Accounts and Records: Except as provided to the contrary herein, during the term of this Agreement and for two (2) years following the City's final acceptance of the Construction Project, Contractor shall maintain accounts and records related to the Construction Project. Upon reasonable notice, City shall have the right to inspect all such accounts and records, including but not limited to, Contractor's records, books, correspondence, instructions, drawings, specifications, field and site notes, receipts, invoices, bills, contracts, or other documents relating to the Construction Project.

27. Indemnification; Insurance; Bonds:

a. Contractor agrees to fully defend, indemnify, and hold harmless the City, its agents, representatives, employees, and officers (collectively referred to for purposes of this Section as the City) from and against any and all claims, demands, actions, fees and costs (including reasonable attorney's fees and the costs and fees of and expert witness and consultants), losses, expenses, liabilities (including liability where activity is inherently or intrinsically dangerous) or damages of whatever kind or nature arising from or related to Contractor's negligence and/or errors or omissions in the performance of this Agreement and Contractor's work on the Construction Project contemplated herein or work of a subcontractor or supplier to Contractor.

b. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the indemnitee(s) which would otherwise exist as to such indemnitee(s).

c. Contractor's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City.

d. Should any indemnitee described herein be required to bring an action against the Contractor to assert its right to defense or indemnification under this Agreement or under the Contractor's applicable insurance policies required below the indemnitee shall be entitled to recover reasonable costs and attorney fees incurred in asserting its right to indemnification or defense but only if a court of competent jurisdiction determines the Contractor was obligated to defend the claim(s) or was obligated to indemnify the indemnitee for a claim(s) or any portion(s) thereof.

e. In the event of an action filed against City resulting from the City's performance under this Agreement, the City may elect to represent itself and incur all costs and expenses of suit.

f. Contractor also waives any and all claims and recourse against the City or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except responsibility for its own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent, according to 28-2-702, MCA.

g. These obligations shall survive termination of this Agreement and the services performed hereunder.

h. In addition to and independent from the above, Contractor shall at Contractor's expense secure insurance coverage through an insurance company or companies duly licensed and authorized to conduct insurance business in Montana which insures the liabilities and obligations specifically assumed by the Contractor in this Section. The insurance coverage shall not contain any exclusion for liabilities specifically assumed by the Contractor in subsection (a) of this Section. The insurance shall cover and apply to all claims, demands, suits, damages, losses, and expenses that may be asserted or claimed against, recovered from, or suffered by the City without limit and without regard to the cause therefore and which is acceptable to the City and Contractor shall furnish to the City an accompanying certificate of insurance and accompanying endorsements in amounts not less than as shown on Exhibit G.

i. Contractor shall maintain those insurances as may be required by City as set forth on The attached **Exhibit G**, Required Insurance Coverage, and Contractor shall provide City with proof of such insurance coverage within ten (10) days following execution of this Agreement and at least annually thereafter during the term of the Project. Contractor shall notify City thirty (30) days prior to the expiration of any such required insurance coverage and shall ensure such required insurance coverage is timely renewed during the term of this Agreement so that there is no lapse in coverage during Contractor's performance of this Agreement. Contractor shall further notify City within two (2) business days of Contractor's receipt of notice that any required insurance coverage will be terminated or Contractor's decision to terminate any required insurance coverage for any reason. Each required insurance coverage must name the City and its representatives, including but not limited to the architect and engineer, as additional insureds using a substantially similar or identical to the Additional Insured Endorsement example as set forth in **Exhibit G**.

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

28. Taxes: Contractor is obligated to pay all taxes of any kind or nature and make all appropriate employee withholdings. Contractor understands that all contractors or subcontractors working on a publicly funded project are required to pay or have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Eighty Thousand Dollars (\$80,000) or more. This license fee is paid to the Montana Department of Revenue.

29. Dispute Resolution:

a. Any claim, controversy, or dispute between the parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each party duly authorized to execute settlement agreements. Upon mutual agreement of the parties, the parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions.

b. If the parties are unable to resolve the dispute within thirty (30) days from the date the dispute was first raised, then such dispute shall be resolved in a court of competent jurisdiction in compliance with the Applicable Law provisions of this Agreement.

30. **Survival**: Contractor's indemnification and warranty obligations shall survive the termination or expiration of this Agreement for the maximum period allowed under applicable law.

31. **Headings**: The headings used in this Agreement are for convenience only and are not to be construed as a part of the Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

32. **Waiver**: A waiver by City of any default or breach by Contractor of any covenants, terms, or conditions of this Agreement does not limit City's right to enforce such covenants, terms, or conditions or to pursue City's rights in the event of any subsequent default or breach.

33. **Severability**: If any portion of this Agreement is held to be void or unenforceable, the balance thereof shall continue in effect.

34. **Applicable Law**: The parties agree that this Agreement is governed in all respects by the laws of the State of Montana and the parties expressly agree that venue will be in Cascade County, Montana, and no other venue.

35. **Binding Effect**: This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

36. **Amendments**: This Agreement may not be modified, amended, or changed in any respect except by a written document signed by all parties.

37. **No Third-Party Beneficiary**: This Agreement is for the exclusive benefit of the parties, does not constitute a third-party beneficiary agreement, and may not be relied upon or enforced by a third party.

38. **Counterparts**: This Agreement may be executed in counterparts, which together constitute one instrument.

39. **Assignment**: Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. No assignment will relieve Contractor of its responsibility for the performance of the Agreement and the completion of the Construction Project. Contractor may not assign to any third party other than Contractor's subcontractors on the Construction Project, the right to receive monies due from City without the prior written consent of City.

40. **Authority**: Each party represents that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to sign this Agreement.

41. **Independent Contractor:** The parties agree and acknowledge that in the performance of this Agreement and the completion of the Construction Project, Contractor shall render services as an independent contractor and not as the agent, representative, subcontractor, or employee of the City. The parties further agree that all individuals and companies retained by Contractor at all times will be considered the agents, employees, or independent contractors of Contractor and at no time will they be the employees, agents, or representatives of the City. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

42. **Agreement Documents:** All work on the Construction Project shall be performed by Contractor in accordance with all of the terms and conditions of this Agreement, the Scope of Work, Special Provisions, and all Exhibits attached hereto, which Exhibits consist of the following documents and are incorporated herein by this reference:

- Exhibit A: Scope of Work
- Exhibit B: City Supplied Materials
- Exhibit C: Construction Schedule
- Exhibit D: Compensation Schedule
- Exhibit E: Change of Work Specifications
- Exhibit F: Contractor's Rates of Wages, Benefits, and Expenses
- Exhibit G: Required Insurance Coverage
- Exhibit H: Required Bonds

43. **Integration:** This Agreement and all Exhibits attached hereto constitute the entire agreement of the parties. Covenants or representations not contained therein or made a part thereof by reference, are not binding upon the parties. There are no understandings between the parties other than as set forth in this Agreement. All communications, either verbal or written, made prior to the date of this Agreement are hereby abrogated and withdrawn unless specifically made a part of this Agreement by reference.

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

CITY OF GREAT FALLS, MONTANA

CONTRACTOR:
AVI SYSTEMS INC.

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

By: *Roland Schlegel*
Print Name: Roland Schlegel
Print Title: *RVP*
Date: *6-6-2024*

ATTEST:

(SEAL OF THE CITY)

Lisa Kunz, City Clerk

*** APPROVED AS TO FORM:**

By: _____
David G. Dennis, City Attorney

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

Exhibit A

Scope of Work

Attached



Retail Sales Agreement

Reference Number: 1257970
 Prepared For: Great Falls, City of
Attn: Todd Feist

Prepared By: Mark Hunt
 Phone: (406)969-3336
 Email: mark.hunt@avisystems.com

Date: June 03, 2024
 City of Great Falls - Court Rooms 2024
Project:
Project Number:

AVI Systems Inc.
 655 E 54th Street North, Sioux Falls, SD 57104
 Phone: (605)782-4141
 Fax: (605)782-4142

INVOICE TO

Attn: Todd Feist
 Great Falls, City of
 PO Box 5021
 Great Falls, MT 59403

Phone: (406)455-8424
 Email: tfeist@greatfallsmt.net
 Customer Number: 4564

SITE

Attn: Todd Feist
 City of Great Falls
 2 Park Dr. S.
 Great Falls, MT 59401

Phone: (406)455-8487
 Email: tfeist@greatfallsmt.net

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	\$96,433.67
Integration	\$61,716.79
PRO Support	\$9,600.00
Shipping & Handling	\$4,636.00
Tax	\$0.00
Grand Total	\$172,386.46

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of CHECK. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI will invoice per the estimated payment schedule noted below, subject to modification due to executed change orders. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, etc.) are invoiced in summary.

Estimated Payment 1	\$ 68,954.58	40% Total Project Estimate Deposit, Due on Signature - No Tax Collected
Estimated Payment 2	\$ 68,954.58	80% Total Project Estimate (including any change orders) Paid by/Due on Equipment Delivery (plus tax on Payment 1 and 2)
Estimated Payment 3	\$ 34,477.29	Remaining 20% Total - On AVI Notice of substantial completion of original job as bid

Customer is to make payments to the following "Remit to" address:
AVI Systems
PO Box 842607
Kansas City, MO 64184-2607

Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the Products and Services Summary above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

	AVI Systems, Inc.
Company	Company
Signature	Signature
Printed Name	Printed Name
Date	Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
Great Falls Municipal Court Room 1					
75UR640S9UD	LG	75IN LCD TV 3840X2160 UHD MNTR SIMPLE EDITOR WIFI 120HZ HDMI 3YR	2	\$1,566.40	\$3,132.80
PDRUB	CHIEF	LARGE DUAL ARM W/ UNIVERSAL	2	\$838.50	\$1,677.00
MX418D/C	SHURE	Gooseneck Microphone, attached desktop base, cardioid, length 45 cm (18), with programmable button a	5	\$283.81	\$1,419.05
MXWAPT4--Z10	SHURE	4-CH ACCESS POINT TRANSCIEIVER	1	\$2,448.63	\$2,448.63
MXW2X/SM86--Z10	SHURE	Handheld Transmitter with interchangeable mic cartridge: SM86 (Condenser, Cardioid), B/W matrix LC-D	1	\$570.00	\$570.00
MXWNCS4	SHURE	4-CH NETWORKED CHARGING STATION	1	\$1,281.31	\$1,281.31
TSC-101-G3	QSC	Q-SYS 10.1 PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	1	\$2,377.50	\$2,377.50
TSC-710T-G3	QSC	Table top mounting accessory for TSC-70-G3 and TSC-101-G3.	1	\$341.25	\$341.25
CORE 110F-V2	QSC	Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-	1	\$3,157.50	\$3,157.50
SLQSE-110-P	QSC	Q-SYS Core 110 Scripting Engine Software License, Perpetual.	1	\$348.75	\$348.75
SLQUD-110-P	QSC	Q-SYS Core 110 UCI Deployment Software License, Perpetual.	1	\$176.25	\$176.25
SPA-QF 60X2	QSC	2-ch, 60W/ch Q-SYS network audio Amplifier, Lo-Z, FlexIO, with Mic/line Input, 100-240v	5	\$1,065.00	\$5,325.00
SPA2-60	QSC	1/2 RU 2 Channel ENERGY STAR amplifier / Stereo operation 60 watts into 8 & 4, Bridged operation 200	1	\$528.75	\$528.75
AE-MICROLIFT BLK	INNOVOX AUDIO	Table-top / pew-back monitor	5	\$360.00	\$1,800.00
AD-S4T-WH	QSC	4.5" Two-way surface speaker, 70/100V transformer with 8 bypass, 120 conical DMT coverage, includes	2	\$165.00	\$330.00
IR SY7	WILLIAMS SOUND	Commercial-grade, medium-area infrared transmitter system with PoE. System includes: (1) IR T2 infra	1	\$1,148.26	\$1,148.26

NV-21-HU	QSC	4K60 4:4:4 Network Video Endpoint for Q-SYSEcosystem, software configurable as Encoder or Decoder. 1	4	\$1,687.50	\$0,750.00
NV-21-PSU	QSC	12v 10a Aux Power Supply for NV-21-HU to enable USB-C device charging	4	\$213.75	\$855.00
COMCAM550	AVER	CAM550 4K DUAL LENS PTZ CONFERENCING CAM	2	\$1,686.37	\$3,372.74
AC-CXWP-HDMO-BKT	AVPRO	HDMI Single Gang Decora Style Wall Plate (White) HDBaseT Basic Extender Kit (70M HD 1080p) **These M	2	\$448.88	\$897.76
AC-EX70-UHD-KIT	AVPRO	HDBaseT (CAT6) Extender Kit. 10.2G, 40m 4K (70m HD) Slim Extender with I-Pass, Bi-Directional Power	2	\$347.63	\$695.26
AC-DA12-AUHD-GEN2	AVPRO	HDMI 1x2 18 GBPS Splitter w/HDR & EDID Mgmt; Audio De-embedding; downscaling (Full HDR, 4K60 4:4:4);	1	\$156.37	\$156.37
MAG-32060	MAGEWEL	USB Capture HDMI Gen 2	2	\$280.00	\$560.00
MAG-35060	MAGEWEL	Magewell USB Fusion	1	\$1,125.00	\$1,125.00
BSSBLUHIF-M	BSS	BSS BLU-HIF Headset interface	1	\$212.15	\$212.15
IP2SL-P	GLOBAL	ITACH TCP/IP-SERIAL WITH POE CACHE	1	\$146.25	\$146.25
PC6B003BK	LIBERTY	CAT6 UTP PATCH 3' BLACK	50	\$2.80	\$140.00
HALO-HC01M	LIBERTY	HALO 18G HDMI CBL AWM BLK 1.0M	12	\$13.12	\$157.44
PC6B003BK	LIBERTY	CAT6 UTP PATCH 3' BLACK	5	\$2.80	\$14.00
PC6B005BK	LIBERTY	CAT6 UTP PATCH 5' BLACK	5	\$3.64	\$18.20
PC6B010BK	LIBERTY	CAT6 UTP PATCH 10' BLACK	2	\$5.29	\$10.58
NC3FFX-D	NEUTRIK	CABLEP NICKELP N SERIES BULK	5	\$3.54	\$17.70
CG28832	C2G	6ft USB MALE C TO A MALE 3.2 GEN 1 3A	2	\$14.52	\$29.04
RV6MJKUEW-B24	BELDEN	REVConnect Jack CAT6 UTP EWhite 24Pack	1	\$231.83	\$231.83
RVAFPUBK-S1	BELDEN	REVConnect Plug 10GX UTP Black 1Pack	10	\$12.52	\$125.20
CD-MX9F	MAXBLOX	MaxBlox DB9(f) to Terminal Block Connector	5	\$21.14	\$105.70
CD-MX9M	MAXBLOX	MaxBlox DB9 Male to Terminal Block Connector HS code 8536.69.4010	5	\$20.09	\$100.45
CD-MX915H	MAXBLOX	MaxBlox Clamshell Hood for MaxBlox CD-MX (HD15 & DB9) Connectors	10	\$1.31	\$13.10
RC4-E4P-KS	SOUND CONTROL	Project Pack: Includes RC4 Extension Kit + RC-RK2 Rack Shelf + RCM-EE4 On Wall Mount	1	\$2,130.00	\$2,130.00
OFE	OWNER	Owner Furnished Bench PC	1	\$0.00	\$0.00
OFE	OWNER	Owner Furnished Clerk PC	1	\$0.00	\$0.00
OFE	OWNER	Owner Furnished FTR PC - Dante	1	\$0.00	\$0.00
OFE	OWNER	Owner Furnished Polycom Group 310	1	\$0.00	\$0.00
OFE	OWNER	Owner Furnished Polycom Eagle Eye Camera	1	\$0.00	\$0.00

Sub-Total: Great Falls Municipal Court Room 1 **\$43,925.82**

Great Falls Municipal Court Room 2

75UR640S9UD	LG	75IN LCD TV 3840X2160 UHD MNTR SIMPLE EDITOR WIFI 120HZ HDMI 3YR	2	\$1,566.40	\$3,132.80
PDRUB	CHIEF	LARGE DUAL ARM W/ UNIVERSAL	2	\$838.50	\$1,677.00
MX418D/C	SHURE	Gooseneck Microphone, attached desktop base, cardioid, length 45 cm (18), with programmable button a	5	\$283.81	\$1,419.05
MXWAPT4--Z10	SHURE	4-CH ACCESS POINT TRANSCEIVER	1	\$2,448.63	\$2,448.63
MXW2X/SM86--Z10	SHURE	Handheld Transmitter with interchangeable mic cartridge: SM86 (Condenser, Cardioid), B/W matrix LC-D	1	\$570.00	\$570.00
MXWNCS4	SHURE	4-CH NETWORKED CHARGING STATION	1	\$1,281.31	\$1,281.31

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TSC-710T-G3	QSC	Table top mounting accessory for TSC-70-G3 and TSC-101-G3.	1	\$341.25	\$341.25
CORE 110F-V2	QSC	Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-	1	\$3,157.50	\$3,157.50
SLQSE-110-P	QSC	Q-SYS Core 110 Scripting Engine Software License, Perpetual.	1	\$348.75	\$348.75
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SPA2-60	QSC	1/2 RU 2 Channel ENERGY STAR amplifier / Stereo operation 60 watts into 8 & 4, Bridged operation 200	1	\$528.75	\$528.75
AE-MICROLIFT BLK	INNOVOX AUDIO	Table-top / pew-back monitor	5	\$360.00	\$1,800.00
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IR SY7	WILLIAMS SOUND	Commercial-grade, medium-area infrared transmitter system with PoE. System includes: (1) IR T2 infra	1	\$1,148.26	\$1,148.26
NV-21-HU	QSC	4K60 4:4:4 Network Video Endpoint for Q-SYSEcosystem, software configurable as Encoder or Decoder. 1	4	\$1,687.50	\$6,750.00
NV-21-PSU	QSC	12v 10a Aux Power Supply for NV-21-HU to enable USB-C device charging	4	\$213.75	\$855.00
COMCAM550	AVER	CAM550 4K DUAL LENS PTZ CONFERENCING CAM	2	\$1,686.37	\$3,372.74
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RV6MJKUEW-B24	BELDEN	REVConnect Jack CAT6 UTP EWhite 24Pack	1	\$231.83	\$231.83
RVAFPUBK-S1	BELDEN	REVConnect Plug 10GX UTP Black 1Pack	10	\$12.52	\$125.20
CD-MX9F	MAXBLOX	MaxBlox DB9(f) to Terminal Block Connector	5	\$21.14	\$105.70
CD-MX9M	MAXBLOX	MaxBlox DB9 Male to Terminal Block Connector HS code 8536.69.4010	5	\$20.09	\$100.45
CD-MX915H	MAXBLOX	MaxBlox Clamshell Hood for MaxBlox CD-MX (HD15 & DB9) Connectors	10	\$1.31	\$13.10
OFE	OWNER	Owner Furnished Bench PC	1	\$0.00	\$0.00
OFE	OWNER	Owner Furnished Clerk PC	1	\$0.00	\$0.00

OFE	OWNER	Owner Furnished FTR PC - Dante	1	\$0.00	
Sub-Total: Great Falls Municipal Court Room 2					\$41,795.82
Great Falls Municipal Court Rooms Shared					
GSM4248P-100NAS	NETGEAR	M4250 40G8F POE plus MNGD SW	1	\$2,143.71	\$2,143.71
AX103115	BELDEN	KCONN PTCHPNL 48-P 2U BLK	1	\$76.71	\$76.71
ERK-4428	MIDDLE ATLANTI	44SP/28D RACK W/REAR DR	1	\$921.50	\$921.50
DLVFD-44	MIDDLE ATLANTI	DRK LRG PERF FRONT DOOR	1	\$729.12	\$729.12
VBK-E28	MIDDLE ATLANTI	28"D ERK VENT BLOCK KIT	1	\$22.56	\$22.56
CBS-ERK-28	MIDDLE ATLANTI	CBS FOR 28DP ERK	1	\$212.56	\$212.56
ERK-4QFT-FC	MIDDLE ATLANTI	4.5"(3)FAN/TOP W/FC ERK	1	\$559.91	\$559.91
ERK-RR44	MIDDLE ATLANTI	44SP ERK REAR RAIL OPTION	1	\$90.85	\$90.85
LBP-1A	MIDDLE ATLANTI	10 PACK L LACER BAR	1	\$37.41	\$37.41
PDT-2015C-RN	MIDDLE ATLANTI	20 OUT,15A,SRG&NFY,CORD	1	\$225.63	\$225.63
UPX-RLNK-2000R-2	MIDDLE ATLANTI	2000VA 120V UPS RLNK BANK CONTROL	1	\$1,840.63	\$1,840.63
AVISY-RHIM-RJ	LIBERTY AV	1RU, Combo AVI Logo Header w/Digitally Printed Overlay & RJ45	1	\$27.21	\$27.21
SB1	MIDDLE ATLANTI	1SP FLANGED TEXT BLANK PA	6	\$13.66	\$81.96
SB2	MIDDLE ATLANTI	2SP FLANGED TEXT BLANK PA	6	\$18.41	\$110.46
VTF1	MIDDLE ATLANTI	1SP FINE PERF VENT PANEL	2	\$16.04	\$32.08
U1V	MIDDLE ATLANTI	1SP VENTED UTILITY SHELF	6	\$44.84	\$269.04
AC-EZRACK-15	AVPRO	15 Port Extender Rack, with easy to interchange thumb screws. Fits ALL Extenders	1	\$167.62	\$167.62
24-4P-P-L6-EN-BLK500	LIBERTY AV	CAT6 550 23/4P UTP CMP BLACK	12	\$196.50	\$2,358.00
RV6MJKUBK-B24	BELDEN	REVCONN CAT6+ JACK BLACK	2	\$169.49	\$338.98
22-2P-PINDSH-BLK-500	LIBERTY AV	COMMERCIAL 22/2P INDSH CMP BLK	1	\$122.13	\$122.13
PC6B003BK	LIBERTY AV	CAT6 UTP PATCH 3' BLACK	40	\$2.80	\$112.00
18-2C-P-BLK-500	LIBERTY AV	COMMERCIAL 18/2 CMP BLACK	1	\$107.60	\$107.60
60-804-01	EXTRON	ASA 141	2	\$51.25	\$102.50
CG40422	C2G	3.5MM STEREO MALE TO 2 RC	2	\$3.09	\$6.18
Z100A6FT	LIBERTY AV	Z100 L/R RCA AUDIO 6' CBL	2	\$7.84	\$15.68

Sub-Total: Great Falls Municipal Court Rooms Shared **\$10,712.03**

Great Falls Municiple Court Rooms

Engineering & Drawings	\$5,680.29
Project Management	\$4,760.00
Programming	\$14,458.92
On Site Integration	\$23,333.40
Travel	\$3,485.43
Integration Cables & Connectors	\$3,565.00
Travel Expense	\$6,433.75

Sub-Total: Great Falls Municiple Court Rooms **\$61,716.79**

Sub-Total: **\$0.00**

Total: **\$158,150.46**

PRO SUPPORT:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSACUSTOM	AVI SYSTEMS	1 yr System Support Agreement starts upon substantial completion	1	\$9,600.00	\$9,600.00

Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.

SERVICES TO BE PROVIDED

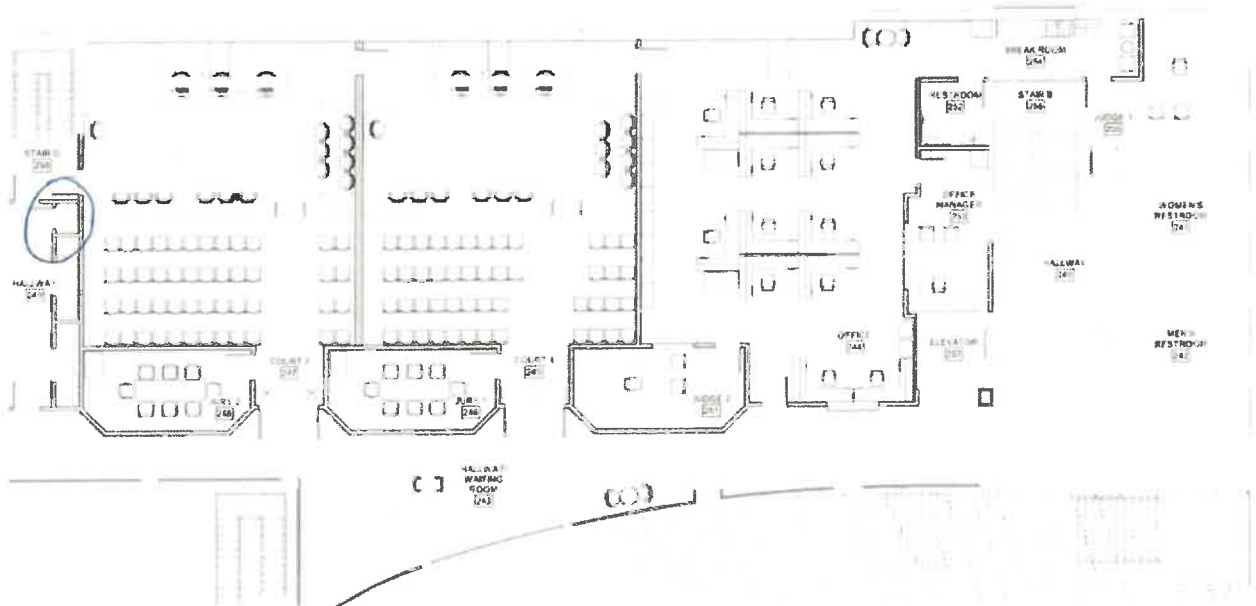
INTEGRATION SERVICES
INTEGRATION SCOPE OF WORK

A. SUMMARY: City of Great Falls is remodeling the Missouri room into two courtrooms. This scope refers to a courtroom as one. The courtrooms will be exactly the same in equipment and functionality.

B. SYSTEM DESCRIPTION: New courtroom system with Audio reinforcement, Video display and Conferencing capabilities.

MUNICIPAL COURT QTY. 2

- Functionality Description: The new AV system will provide wired microphones, wireless microphones, and speakers for in room sound reinforcement. 5 wired podium style microphones (Judge, Witness, 2 Attorneys and Podium) will be provided as well as a wireless handheld and lapel microphone for use in various locations within the courtroom. Two (2) Displays will be provided for content from Two (2) sources including the Clerk's PC for Conferencing although one of the courtrooms will utilize an OFE Poly RPG 310. A USB connection will be provided at the clerks PC to provide audio and camera feeds for conferencing. The system will be programmed to manually select either camera or side by side view from the touch panel. Camera presets will be able to be saved from the main touch panel. Control of video source routing, audio volume and mute will also be available on the main touch panel. A Dante network drop from the courts FTR network will be required and provided by City of Great Falls. AVI will provide selected microphones on Dante channels requested by City of Great Falls to align with the existing system. All FTR requirements are to be provided by City of Great Falls. Small desk speakers will be provided for the Judge, Witness, Attorneys, Clerk and Jury. Overhead high ceiling designed speakers will provide sound for the Gallery areas. Speakers will be set up in "Zones" that will be in a mix/minus type configuration with the microphones to provide maximum gain without feedback for maximum intelligibility. All network connections will stay local to a provided AV dedicated network switch except for the FTR connection. All rack style equipment will be installed in a provide equipment rack in the specified AV closet. City of Great Falls. will need to provide necessary power and wire raceway requirements. AVI Systems will pull all new AV cabling and install all AV equipment. Displays will need backer rated for 200 Lbs. Ea. All wire boxes will need to be 4 square deep 2-gang stubbed in accessible ceiling areas with 1 ¼" conduit.





- Displays:
 - 2 new displays will be installed.



- Source Devices:
 - Sources will be 2 HDMI inputs at Clerk and Judge locations.

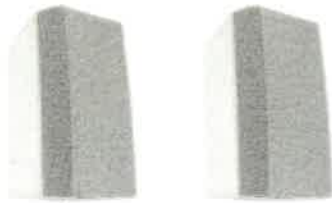
- Audio:
 - New wired microphones located at the Judge, Witness, Attorneys locations and Podium.



-
- New wireless handheld and lapel microphones will be installed for use anywhere in the courtroom.



-
- New speakers will be installed for the Gallery.



- New desk speakers will be installed at the Judge, Witness, Attorney, Clerk and Witness locations



- New audio processor and amplifier will be installed and provide connections to the Clerk PC for conferencing.



- Hearing Assist



Conferencing:

- 2 Cameras will be installed with user programmable presets to feed conferencing software via USB on the Clerks PC.



- Audio from the microphones and to the speakers will be provided via USB to the Clerks PC.

Switching:

- All video switching will be done utilizing a video over IP solution consisting of encoders and decoders which handle video stream switching.



Controls:

- A 10" touch panel will be installed at the Judges Bench for control of all aspects of the courtroom AV system.



Equipment Location:

- Any equipment that does not get installed in the room will be installed in a new rack in the AV closet adjacent to the room. This is where the FTR connection will need to be as well.



C. EXCLUSIONS: The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Firewall, ceiling, roof, and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements, and/or repair
- Structural support of equipment *AVI Systems is not responsible for building-related vibrations
- Installation of the ceiling-mounted projection screen
- All millwork (moldings, trim, cutouts, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated, the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted, lifts and scaffolding are not included

D. CONSTRUCTION CONSIDERATIONS:

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:

- The room(s) match(es) the drawings provided.
- Site preparation by the Customer and their contractors include electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before the scheduling of the installation. All work areas should be clean and dust free prior to the beginning of the on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to the site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented with a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building/facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling are to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement, and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations, including IP addresses, are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by the late arrival of these items will result in a change order for time and materials.
- Document review/feedback on drawings/correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services, AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure, and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during the integration effort, which are different from those documented, may affect the price of the system solution, integration, or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. INTEGRATION PROJECT MANAGEMENT PROCESSES

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service Transition

G. KNOWLEDGE TRANSFER (TRAINING)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start-up, stop and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to the system processor and its control applications
- Powering up and powering down the AV system via the control system
- Manual operation of display systems, audio systems, and all other related components
- Use/operation of patch panels, when and where to be used
- Whom to call when help is required

H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials, and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility for the equipment integration.
- Provide systems configuration, checkout, and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer-supplied equipment documentation.
- Provide final documentation and “as built” system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of any ceiling-mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring, and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduits, wiring, and devices for technical power to the AV systems equipment.
- Provide reasonable access of AVI Systems personnel to the facilities during periods of integration, testing, and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).



Retail Sales Agreement

Reference Number: 1239909
 Prepared For: Great Falls, City of
Attn: Todd Feist

Prepared By: Mark Hunt
 Phone: (406)969-3336
 Email: mark.hunt@avisystems.com

Date: June 03, 2024
 Service Contract 1171491 renewal for Poly RP310 2024
Project:
Project Number:

AVI Systems Inc.
 655 E 54th Street North, Sioux Falls, SD 57104
 Phone: (605)782-4141
 Fax: (605)782-4142

INVOICE TO

Attn: Todd Feist
 Great Falls, City of
 PO Box 5021
 Great Falls, MT 59403

Phone: (406)455-8487
 Email: tfeist@greatfallsmt.net
 Customer Number: 4564

SITE

Attn: Todd Feist
 City of Great Falls
 2 Park Dr. S.
 Great Falls, MT 59401

Phone: (406)455-8487
 Email: tfeist@greatfallsmt.net

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	\$0.00
Integration	\$0.00
PRO Support	\$510.71
Shipping & Handling	\$0.00
Tax	\$0.00
Grand Total	\$510.71

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of CHECK. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
 PO Box 842607
 Kansas City, MO 64184-2607

Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the Products and Services Summary above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

	AVI Systems, Inc.
_____ Company	_____ Company
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Date	_____ Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

PRODUCTS AND SERVICES DETAIL

PRO SUPPORT:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
P1S12650	AVI SYSTEMS	Group 310 EE 4x - AVI UC Support Standard (8-5 M-F) SN:821510435048DP (4/12/24-4/11/25)	1	\$510.71	\$510.71

Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.

SERVICES TO BE PROVIDED

CUSTOMER CARE

CUSTOMER CARE SERVICES TO BE PROVIDED

Customer Care is the ongoing care and maintenance services delivered to keep your System(s) functioning as originally designed and installed. AVI Systems will perform the services below, as further described in the Definitions, for covered Systems.

Customer Care Entitlement Matrix

Entitlement	Definition	Unified Communications	Service Level
Incident Management	AVI Systems provides Priority Support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Included	Remote initiation within two (2) business hours, Monday through Friday, during standard hours (8 am-5 pm local time, excluding holidays)
Remote Support	AVI Systems provides remote Priority Support for supported systems to diagnose and resolve incidents.	Included	Remote response within (8) business hours, Monday through Friday during standard hours (8 am-5 pm local time, excluding holidays)
Advanced Parts Replacement	AVI Systems provides advanced replacement of failed hardware components. Does not include consumables or obsolete equipment.	Included	Repair and/or replacement is manufacturer dependent. Loaner Equipment on Best Effort basis
Software Update Assistance	AVI Systems provides labor to implement updates of existing software to correct software errors and/or resolve incidents	Included	
Asset Management	AVI Systems tracks asset information for Systems.	Included	

CUSTOMER CARE DEFINITIONS

Remote Support – Means a service whereby remote calls made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

CUSTOMER CARE - UNIFIED COMMUNICATIONS

Remote Technical Support

- Help Desk phone number: 866-836-8277
- Help Desk email: prosupport@avisystems.com

SYSTEM SUPPORT TERMS

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or System Support Agreement invoice date; whichever is applicable. Coverage will extend for the

duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. AVI Systems reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where AVI Systems is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an AVI Systems technician or other person authorized by AVI Systems, without AVI Systems prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if AVI Systems determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Systems Support Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

UNIFIED COMMUNICATIONS TERMS

Coverage Dates – Unless otherwise stated, the service coverage start date for Unified Communications Support Services for new unified communications infrastructure equipment will be the shipped date from the manufacturer and coverage will extend for the duration of time specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. The start date for Unified Communications Support Services purchased to cover existing equipment are established by the manufacturer and the coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement.

Unified Communications Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

Service Level Objectives

Service Provider standard service level objectives are based on the criteria listed below:

Target Percentage for Standard Level Objectives (SLO)		
Priority	Details	Target (%)
Urgent (1)	Phone - 30 Seconds for calls answered and 2 business hours where a voicemail is left Email - Does Not Apply – Urgent incidents should be coordinated and requested via phone. (Email requests are automatically logged as Standard)	80
Standard (3)	Phone - 30 Seconds for calls answered and 2 business hours where a voicemail is left Email – Respond within 4 business hours (Email requests are automatically logged as Standard)	80
Request (4)	Phone - 30 Seconds for calls answered and 2 business hours where a voicemail is left Email – Respond within 4 business hours (Requests will be marked as such when identified)	80

Exhibit B

City Supplied Materials

None

Exhibit C

Construction Schedule

Contractor has 120 days to complete the project, upon issuance of the Notice to Proceed.

Exhibit D

Compensation Schedule

Contractor shall not demand or be entitled to receive payment for any work on the Construction Project, in whole or in part, except in the manner set forth herein.

Monthly Progress Payments

A. After the commencement of work on the Construction Project, the Contractor may request monthly progress payments by submitting a written Application for Payment to the City during each successive calendar month, with a copy to the project architect or engineer. The Application for Payment must be based upon the actual or estimated percentage of work completed and materials supplied on the Construction Project prior to the date of the Application and shall be filled out and signed by the Contractor. Contractor shall attach all supporting documentation to the Application to verify that the work claimed in the Application has been completed. Only one Application for Payment may be submitted within a calendar month.

B. Beginning with the second Application for Payment, each Application shall also include an affidavit signed by the Contractor stating that all previous monthly progress payments received have been applied on account to discharge Contractor's obligations associated with the prior Applications for Payment.

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

D. The City will furnish Contractor a written statement specifying a reason for disapproval that is listed in Section C above for which approval of the Application for Payment or a portion thereof is being withheld. If the City disapproves only a portion of an Application for Payment, the remainder of the Application for Payment is considered approved.

E. If the City approves a monthly progress payment, the City shall withhold the five percent (5%) Retainage Amount from the total payment requested in the Application for Payment and may withhold an amount that is sufficient to pay the direct expenses that the City may reasonably expect will be necessary to correct any claim based on the eight (8) items set out in Section C above. City shall tender the balance of the approved monthly progress payment to Contractor within fourteen (14) days following the approval.

F. Contractor understands that the Montana Public Contractors' Gross Receipts Tax requires all contractors or subcontractors working on a publicly funded project to pay or have withheld from earnings one percent (1%) of the gross contract price if the public contract price, including subcontracts attached thereto, is Eighty Thousand Dollars (\$80,000) or more. If required, the City will withhold this tax from any payment made to Contractor and will remit the amount withheld to the Montana Department of Revenue. Contractor must withhold the tax from payments made to subcontractors by Contractor.

G. City's approval of any progress payment shall not operate as City's acceptance of any portion of the Construction Project as complete or free of defects or nonconformities, nor shall it operate as a waiver of Contractor's obligations under the Agreement including, but not limited to, Contractor's testing and warranty obligations.

Final Payment

A. Upon completion of the Construction Project, Contractor shall submit an Application for Final Payment to the City, with a copy to the project architect or engineer, seeking payment of the remaining balance of Contractor's compensation, including all retainage amounts. Contractor shall attach all supporting documentation and receipts to the Application for Final Payment to verify that the Construction Project has been fully and finally completed in compliance with all terms and conditions of the Agreement, including complete and legally effective releases or waivers of all liens or encumbrances that have been filed against the Construction Project, and a consent from all of Contractor's sureties to final payment. In addition, Contractor shall include an affidavit signed by the Contractor stating that all previous monthly progress payments received have been applied on account to discharge Contractor's obligations associated with the Construction Project and that the prior Applications for Payment and all claims asserted by any person arising from or related to the Construction Project have been settled or satisfied. In the event any claims have not been settled or satisfied, the Affidavit shall contain a complete listing of such claims, the name and address of each person making a claim, the facts and circumstances surrounding each claim, the amount of each claim, and the efforts made to date by Contractor to resolve, settle or satisfy each claim.

B. City and its architect or engineer shall promptly review the Application for Final Payment and, within twenty-one (21) days after receipt of the request, determine whether it should be disapproved in whole or in part. An Application for Final Payment is considered to have been received when it is submitted to City's Representative and is considered approved unless the City or its architect or engineer provides the Contractor with a written statement containing specific items that are being disapproved prior to the expiration of the 21-day period. A final payment or any portion may be disapproved upon a claim of: **(1)** unsatisfactory job progress; **(2)** after City's

final inspection of the Construction Project, Contractor has not completed all punch list items and failed to remedy defective construction work or materials; (3) disputed work or materials; (4) failure to comply with provisions of this Agreement, drawings, plans, specifications for the Construction Project, or other required documents including, but not limited to, payroll certifications, insurance coverage, bonding, lien releases, warranties, material certifications, and test data; (5) failure of Contractor to make timely payment for claims including, but not limited to, claims for labor, equipment, materials, subcontracts, taxes, fees, professional services, rent, and royalties; (6) liens or claims which have been filed or brought against Contractor or the City related to the Construction Project, or any such claims have not been properly documented in Contractor's Affidavit; (7) damage to the City; (8) Contractor has not delivered all maintenance and operating instructions, marked-up record documents, as-builts, and any other documents relating to the Construction Project as required by City; and (9) the Contractor is not in compliance with applicable federal, state, and local laws, rules, and ordinances and has not remedied the noncompliance.

C. The City will furnish Contractor a written statement specifying a reason for disapproval that is listed in Section B above for which approval of the Application for Final Payment or a portion thereof is being withheld. If the City disapproves only a portion of an Application for Payment, the remainder of the Application for Payment is considered approved.

D. Final payment is due and payable within fourteen (14) days of City's approval, but City may withhold an amount that is sufficient to pay the direct expenses that the City may reasonably expect will be necessary to correct any claim based on the nine (9) items set out in Section B above and any tax withholding required by law.

Exhibit E

Change of Work Specifications

A. City may, at any time or from time to time, order changes, additions, deletions, or revisions to the work on the Construction Project by submitting a written Change Order to Contractor. Upon receipt and City approval of any Change Order, Contractor shall comply with the terms of the changed work as reflected in the Change Order.

B. City and Contractor shall negotiate in good faith for an agreement as to any increase or decrease in the Contractor's compensation that results from any Change Order. The increased or decreased Contractor's compensation shall be set forth in the Change Order and both the City and the Contractor shall sign the Change Order as an indication of their respective acceptance of the changes and modifications to the Agreement. In the event the City and Contractor are unable to agree upon the increase or decrease in Contractor's compensation resulting from any Change Order, such increase or decrease shall be determined as follows:

1. increases to Contractor's compensation shall be calculated as follows and shall be evidenced by Contractor's submission to the City of its actual supporting documentation including time slips/cards, invoices, and receipts:

- a.** by unit prices otherwise set forth in the Agreement or subsequently agreed upon;
- b.** by an agreed upon lump sum; or
- c.** by the cost of the work and an agreed upon mark-up for Contractor's overhead and profit, with the costs of the work determined as follows:

(i) The Contractor shall be paid the actual gross wage rates, without any deductions, withholding, or overhead, paid for all labor and foremen assigned exclusively to performing the Change Order work, for the total recorded hours, in addition to a surcharge not to exceed 80% the total gross wage rates. The gross wage rates shall include travel pay, if applicable, however may not include fringe benefits, whether or not paid directly to the employees. Payment as described above will consist of full compensation for all labor related expenses incurred including but not limited to premiums for workers compensation insurance, Contractors liability and property damage insurance, social security taxes, unemployment compensation, health and welfare expenses, small tools and equipment not otherwise classified under heavy equipment and other expenses imposed by federal or state laws or both. Only labor included in certified payrolls will be eligible. The gross wage rates for Change Order work will be those which are listed on the certified payroll.

(ii) Contractor's actual cost of materials, including actual transportation costs, for all materials supplied by Contractor.

(iii) Costs for the use of heavy equipment and the transportation of the same. Such costs shall be the actual rental fees incurred for the use of the heavy equipment and the actual costs of transporting such heavy equipment to and from the site of the Construction Project. Contractor owned equipment rates shall be in accordance with the latest edition of RSMMeans - Costs in compliance with the contract prevailing wage rates. Operator/labor costs shall be paid in accordance with (i) above.

(iv) Contractor's fee for overhead, profit, bonds, insurance, all related administrative fees, management costs, and taxes as described in section 28: (1) shall be no greater than 15% of the total labor, material and equipment costs incurred under paragraphs B.1.c.(i-iii); plus (2) may include up to a 5% markup of the total Subcontractor fees; Subcontractors and each lower tier contractor may apply a 15% markup to their individual costs as described in paragraph B.1. above.

(v) All cost of the work Change Order efforts will be accounted for daily. The City's field representative will prepare daily reports. Daily report sheets shall be the true record of additional work.

(vi) Contractor shall submit statements for the Change Order work including material invoices and freight bills, applicable certified payrolls, and equipment rental rates.

Or,

2. decreases to Contractor's compensation shall be determined by the City's good faith estimate. If Contractor disagrees with such good faith estimate, Contractor can avail itself of the Dispute Resolution provisions set forth in the Agreement. Engineer approved materials, testing and reports, inspections, certifications and all requirements of the Technical Specifications which are not provided or performed by the Contractor will be grounds for a decrease in Contractor compensation. If activity is specifically included in the approved Schedule of Values, Owner's credit shall be equal to the value established by the Contractor and approved by the Engineer in the Schedule of Values.

C. Except for minor modifications in the work not involving an increase of costs or Contractor's compensation and not inconsistent with the purposes of the work required by the Agreement, and except in an emergency situation which endangers life or property, no change to the work requirements shall be made unless pursuant to a written Change Order duly executed.

D. Contractor shall not be entitled to any increase in the Contractor's compensation or the extension of any deadlines set forth in Construction Schedule with respect to any work performed by Contractor that is not required by the terms and conditions of the Agreement and is not contained in a duly executed Change Order.

Exhibit F

Contractor's Rates of Wages, Benefits, and Expenses

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

**MONTANA
PREVAILING WAGE RATES FOR BUILDING CONSTRUCTION SERVICES 2024**

Effective: Effective January 13, 2024

***Greg Gianforte, Governor
State of Montana***

***Sarah Swanson, Commissioner
Department of Labor & Industry***

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at erd.dli.mt.gov/labor-standards or contact:

Employment Standards Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59601
Phone 406-444-6543

The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at <https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates> or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at erd.dli.mt.gov/labor-standards or contact the department at (406) 444-6543.

SARAH SWANSON
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication Effective January 13, 2024

B. Definition of Building Construction

For the purposes of Prevailing Wage, the Commissioner of Labor and Industry has determined that building construction occupations are defined to be those performed by a person engaged in a recognized trade or craft, or any skilled, semi-skilled, or unskilled manual labor related to the construction, alteration, or repair of a public building or facility, and does not include engineering, superintendence, management, office or clerical work.

The Administrative Rules of Montana (ARM), 24.17.501(2) – 2(a), states *“Building construction projects generally are the constructions of sheltered enclosures with walk-in access for housing persons, machinery, equipment, or supplies. It includes all construction of such structures, incidental installation of utilities and equipment, both above and below grade level, as well as incidental grading, utilities and paving.”*

Examples of building construction include, but are not limited to, alterations and additions to buildings, apartment buildings (5 stories and above), arenas (closed), auditoriums, automobile parking garages, banks and financial buildings, barracks, churches, city halls, civic centers, commercial buildings, court houses, detention facilities, dormitories, farm buildings, fire stations, hospitals, hotels, industrial buildings, institutional buildings, libraries, mausoleums, motels, museums, nursing and convalescent facilities, office buildings, out-patient clinics, passenger and freight terminal buildings, police stations, post offices, power plants, prefabricated buildings, remodeling buildings, renovating buildings, repairing buildings, restaurants, schools, service stations, shopping centers, stores, subway stations, theaters, warehouses, water and sewage treatment plants (buildings only), etc.”

C. Definition of Public Works Contract

Section 18-2-401(11)(a), MCA defines “public works contract” as *“...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”*.

D. Prevailing Wage Schedule

This publication covers only Building Construction occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy Construction, Highway Construction, and Nonconstruction Services occupations can be found on the internet at <https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/> or by contacting the department at (406) 444-6543.

E. Rates to Use for Projects

ARM, 24.17.127(1)(c), states *“The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised.”*

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

“(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.”

G. Fringe Benefits

Section 18-2-412, MCA states:

“(1) To fulfill the obligation...a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

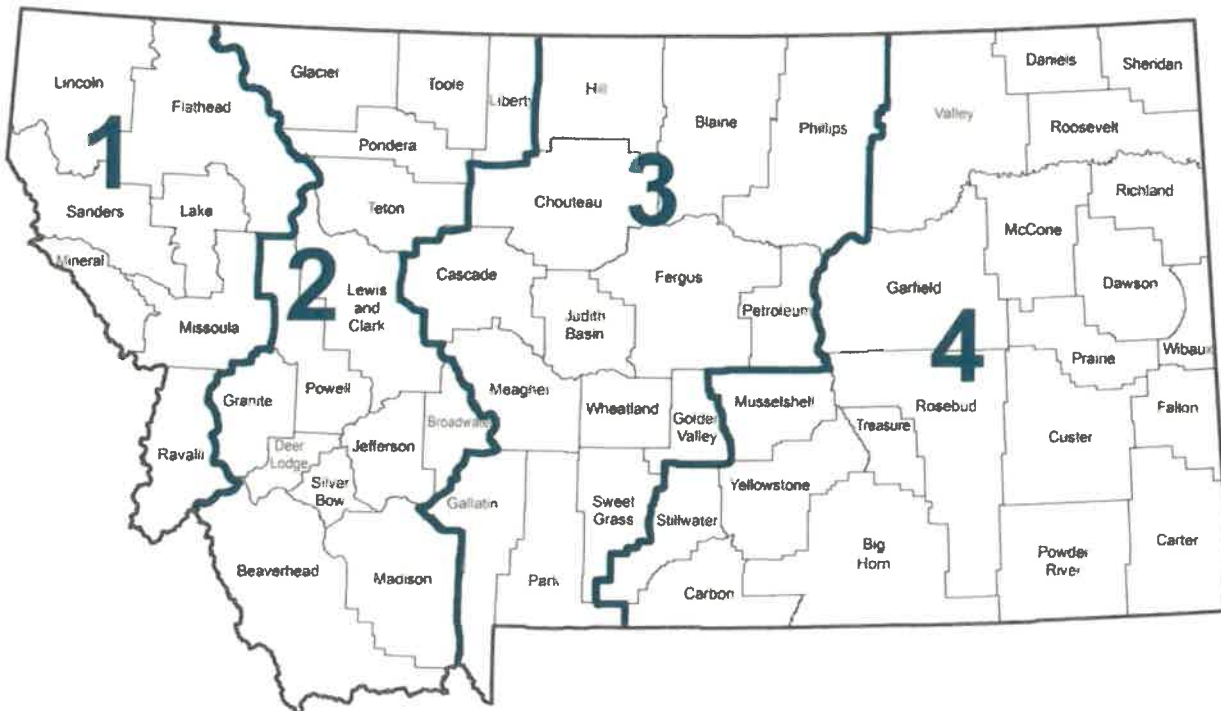
(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor.”

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Prevailing Wage Districts

Montana counties are aggregated into 4 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:

Montana Prevailing Wage Districts



I. Dispatch City

ARM, 24.17.103(11), defines dispatch city as “...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney.” A dispatch city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

District 1 – Kalispell and Missoula: includes Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders;

District 2 – Butte and Helena: includes Beaverhead, Broadwater, Deer Lodge, Glacier, Granite, Jefferson, Lewis and Clark, Liberty, Madison, Pondera, Powell, Silver Bow, Teton, and Toole;

District 3 – Bozeman and Great Falls: includes Blaine, Cascade, Chouteau, Fergus, Gallatin, Golden Valley, Hill, Judith Basin, Meagher, Park, Petroleum, Phillips, Sweet Grass, and Wheatland;

District 4 – Billings, Miles City and Sidney: includes Big Horn, Carbon, Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Musselshell, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Stillwater, Treasure, Valley, Wibaux, and Yellowstone.

J. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(24), defines zone pay as “...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.” See section I above for a list of dispatch cities.

K. Computing Travel Benefits

ARM, 24.17.103(22), states “ ‘Travel pay,’ also referred to as ‘travel allowance,’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee’s home, whichever is closer, to the center of the job.” See section I above for a list of dispatch cities.

L. Per Diem

ARM, 24.17.103(19), states “ ‘Per diem’ typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.”

M. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, Section 18-2-416(2), MCA states “...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract.” Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

N. Posting Notice of Prevailing Wages

Section 18-2-406, MCA provides that contractors, subcontractors and employers who are “...performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees.”

O. Employment Preference

Sections 18-2-403 and 18-2-409, MCA requires contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

P. Projects of a Mixed Nature

Section 18-2-408, MCA states:

"(1) The contracting agency shall determine, based on the preponderance of labor hours to be worked, whether the public works construction services project is classified as a highway construction project, a heavy construction project, or a building construction project.

(2) Once the project has been classified, employees in each trade classification who are working on that project must be paid at the rate for that project classification"

Q. Occupations Definitions

You can find definitions for these occupations on the following Bureau of Labor Statistics website:

http://www.bls.gov/oes/current/oes_stru.htm

R. Welder Rates

Welders receive the rate prescribed for the craft performing an operation to which welding is incidental.

S. Foreman Rates

Rates are no longer set for foremen. However, if a foreman performs journey level work, the foreman must be paid at least the journey level rate.

WAGE RATES

BOILERMAKERS

No Rate Established

Duties Include:

Construct, assemble, maintain, and repair stationary steam boilers, boiler house auxiliaries, process vessels, and pressure vessels.

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BRICK, BLOCK, AND STONE MASONS

	Wage	Benefit
District 1	\$33.11	\$17.39
District 2	\$33.11	\$17.39
District 3	\$33.11	\$17.39
District 4	\$33.11	\$17.39

Travel:
All Districts
 0-70 mi. free zone
 >70-90 mi. \$60.00/day
 >90 mi. \$80.00/day

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CARPENTERS

	Wage	Benefit
District 1	\$30.06	\$11.48
District 2	\$27.50	\$14.07
District 3	\$30.78	\$11.28
District 4	\$31.39	\$11.74

Zone Pay:
All Districts
 0-30 mi. free zone
 >30-60 mi. base pay + \$4.00/hr.
 >60 mi. base pay + \$6.00/hr.

Duties Include:

Install roll and batt insulation, and hardwood floors.

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CARPET INSTALLERS

No Rate Established

Duties Include:

Lay and install carpet from rolls or blocks on floors. Install padding and trim flooring materials.

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CEMENT MASONS AND CONCRETE FINISHERS

	Wage	Benefit
District 1	\$30.55	\$6.74
District 2	\$29.45	\$5.87
District 3	\$30.75	\$6.51
District 4	\$30.00	\$7.40

Duties Include:

Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters.

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Travel and Per Diem:

All Districts

No travel or per diem established.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

	Wage	Benefit
District 1	\$31.51	\$16.68
District 2	\$30.61	\$16.68
District 3	\$30.86	\$16.68
District 4	\$30.86	\$16.68

This group includes but is not limited to:

Air Compressor; Auto Fine Grader; Belt Finishing; Boring Machine (Small); Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader, under 1 cu. yd; Oiler, Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

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Travel Pay

District 1

0-45 mi. free zone
>45-85 mi. \$60.00/day
>85 mi. \$90.00/day

Zone Pay

District 2

0-30 mi. free zone
>30-60 mi. base pay + \$3.50/hr.
>60 mi. base pay + \$5.50/hr.

Districts 3 and 4

0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

	Wage	Benefit
District 1	\$27.85	\$ 7.57
District 2	\$30.60	\$11.06
District 3	\$29.60	\$10.03
District 4	\$31.58	\$11.20

This group includes but is not limited to:

Air Doctor; Backhoe\Excavator\Shovel, up to and incl. 3 cu. yds; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, Large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push, & Side Boom; Elevating Grader\Gradall; Field Equipment Serviceman; Front-End Loader, 1 cu. yd up to and incl. 5 cu. yds; Grade Setter; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydralift Forklifts & Similar; Industrial Locomotive; Motor Patrol (except finish); Mountain Skidder; Oiler, Cranes\Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete\Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot (Self-Propelled); Roller, 25 tons and over; Ross Carrier; Rotomill, under 6 ft; Trenching Machine; Washing /Screening Plant.

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Travel Pay

District 1
 0-45 mi. free zone
 >45-85 mi. \$60.00/day
 >85 mi. \$90.00/day

Zone Pay

District 2
 0-30 mi. free zone
 >30-60 mi. base pay + \$3.50/hr.
 >60 mi. base pay + \$5.50/hr.

Districts 3 and 4

0-30 mi. free zone
 >30-60 mi. base pay + \$3.05/hr.
 >60 mi. base pay + \$4.85/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

	Wage	Benefit
District 1	\$30.07	\$12.82
District 2	\$32.83	\$16.68
District 3	\$32.31	\$10.70
District 4	\$29.36	\$11.27

This group includes but is not limited to:

Asphalt Paving Machine; Asphalt Screed; Backhoe\Excavator\Shovel, over 3 cu. yds; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine\Slip Form Paver; Finish Dozer; Front-End Loader, over 5 cu. yds; Mechanic\Welder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, Single, Twin, or Pulling Belly-Dump; YO-YO Cat Haul Truck, Articulating Trucks, Vac Truck.

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Travel Pay

District 1
 0-45 mi. free zone
 >45-85 mi. \$60.00/day
 >85 mi. \$90.00/day

Zone Pay

Districts 2 - 4
 0-30 mi. free zone
 >30-60 mi. base pay + \$3.50/hr.
 >60 mi. base pay + \$5.50/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

	Wage	Benefit
District 1	\$34.05	\$16.68
District 2	\$29.05	\$12.85
District 3	\$30.90	\$13.50
District 4	\$33.92	\$16.68

This group includes but is not limited to:
 Asphalt\Hot Plant Operator; Cranes, 25 tons up to and incl. 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

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Travel Pay
District 1
 0-45 mi. free zone
 >45-85 mi. \$60.00/day
 >85 mi. \$90.00/day

Zone Pay
Districts 2 - 4
 0-30 mi. free zone
 >30-60 mi. base pay + \$3.50/hr.
 >60 mi. base pay + \$5.50/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

	Wage	Benefit
District 1	\$35.05	\$16.68
District 2	\$30.78	\$15.32
District 3	\$29.05	\$15.38
District 4	\$35.02	\$16.68

This group includes but is not limited to:
 Cranes, 45 tons up to and incl. 74 tons.

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Travel Pay
District 1
 0-45 mi. free zone
 >45-85 mi. \$60.00/day
 >85 mi. \$90.00/day

Zone Pay
Districts 2 - 4
 0-30 mi. free zone
 >30-60 mi. base pay + \$3.50/hr.
 >60 mi. base pay + \$5.50/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

	Wage	Benefit
District 1	\$36.11	\$16.68
District 2	\$36.11	\$16.68
District 3	\$36.11	\$16.68
District 4	\$36.11	\$16.86

This group includes but is not limited to:
 Cranes, 75 tons up to and incl. 149 tons; Cranes, Whirley (All).

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Zone Pay:
All Districts
 0-30 mi. free zone
 >30-60 mi. base pay + \$3.50/hr.
 >60 mi. base pay + \$5.50/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

	Wage	Benefit
District 1	\$37.21	\$16.68
District 2	\$37.21	\$16.68
District 3	\$37.21	\$16.68
District 4	\$37.21	\$16.68

This group includes but is not limited to:

Cranes, 150 tons up to and incl. 250 tons; Cranes, over 250 tons—add \$1.00 for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.

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Zone Pay:

All Districts

0-30 mi. free zone
 >30-60 mi. base pay + \$3.50/hr.
 >60 mi. base pay + \$5.50/hr.

CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

	Wage	Benefit
District 1	\$24.55	\$12.00
District 2	\$24.55	\$12.00
District 3	\$24.55	\$12.00
District 4	\$24.55	\$12.00

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Zone Pay:

All Districts

0-15 mi. free zone
 >15-30 mi. base pay + \$0.65/hr.
 >30-50 mi. base pay + \$0.85/hr.
 >50 mi. base pay + \$1.25/hr.

CONSTRUCTION LABORERS GROUP 2

	Wage	Benefit
District 1	\$26.23	\$12.00
District 2	\$27.25	\$12.00
District 3	\$26.29	\$ 8.91
District 4	\$27.25	\$12.00

This group includes but is not limited to:

General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker.

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Zone Pay:

All Districts

0-15 mi. free zone
 >15-30 mi. base pay + \$0.65/hr.
 >30-50 mi. base pay + \$0.85/hr.
 >50 mi. base pay + \$1.25/hr.

CONSTRUCTION LABORERS GROUP 3

	Wage	Benefit
District 1	\$25.55	\$12.00
District 2	\$25.55	\$12.00
District 3	\$25.55	\$12.00
District 4	\$25.55	\$12.00

This group includes but is not limited to:

Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power and Tamper.

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Zone Pay:

All Districts

0-15 mi. free zone
 >15-30 mi. base pay + \$0.65/hr.
 >30-50 mi. base pay + \$0.85/hr.
 >50 mi. base pay + \$1.25/hr.

CONSTRUCTION LABORERS GROUP 4

	Wage	Benefit
District 1	\$25.60	\$12.00
District 2	\$26.27	\$12.00
District 3	\$26.41	\$12.00
District 4	\$25.60	\$12.00

This group includes but is not limited to:

Hod Carrier***; Water Well Laborer; Blaster; Wagon Driller; Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete) Powderman; Rock & Core Drill; Track or Truck Mounted Wagon Drill and Welder incl. Air Arc.

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Zone Pay:

All Districts

0-15 mi. free zone
 >15-30 mi. base pay + \$0.65/hr.
 >30-50 mi. base pay + \$0.85/hr.
 >50 mi. base pay + \$1.25/hr.

***Hod Carriers will receive the same amount of travel and/or subsistence pay as bricklayers when requested to travel.

DRYWALL APPLICATORS

	Wage	Benefit
District 1	\$31.24	\$14.07
District 2	\$31.24	\$14.07
District 3	\$31.24	\$14.07
District 4	\$31.24	\$14.07

Duties Include:

Drywall and ceiling tile installation.

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Zone Pay:

All Districts

0-30 mi. free zone
 >30-60 mi. base pay + \$4.00/hr.
 >60 mi. base pay + \$6.00/hr.

ELECTRICIANS: INCLUDING BUILDING AUTOMATION CONTROL

	Wage	Benefit
District 1	\$34.15	\$15.38
District 2	\$33.90	\$17.75
District 3	\$34.43	\$16.40
District 4	\$38.86	\$16.73

Duties Include:

Electrical wiring; equipment and fixtures; street lights; electrical control systems. Installation and/or adjusting of building automation controls also during testing and balancing, commissioning and retro-commissioning.

Travel:

District 1

No mileage due when traveling in employer’s vehicle.

The following travel allowance is applicable when traveling in employee’s vehicle:

- 0-15 mi. free zone
- >15-45 mi. \$0.585/mi. in excess of the free zone.
- >45 mi. \$75.00/day

Districts 2 & 3

No mileage due when traveling in employer’s vehicle.

The following travel allowance is applicable when traveling in employee’s vehicle:

- 0-08 mi. free zone
- >08-50 mi. current federal mileage rate/mi. in excess of the free zone.
- >50 mi. \$71.57/day

District 4

No mileage due when traveling in employer’s vehicle.

The following travel allowance is applicable when traveling in employee’s vehicle:

- 0-18 mi. free zone
- >18-60 mi. federal mileage rate/mi.

Per Diem

District 4

>60 mi. \$80.00/day
Per Diem in Big Sky and West Yellowstone \$125/day.

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ELEVATOR CONSTRUCTORS

	Wage	Benefit
District 1	\$62.25	\$45.24
District 2	\$62.25	\$45.24
District 3	\$62.25	\$45.24
District 4	\$62.25	\$45.24

Travel:

All Districts

- 0-15 mi. free zone
- >15-25 mi. \$49.73/day
- >25-35 mi. \$99.45/day
- >35 mi. \$112.90/day

Special Provision:

.93/mile when added to amounts above if using employee vehicle.

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FLOOR LAYERS

No Rate Established

Apply blocks, strips, or sheets of shock-absorbing, sound-deadening, or decorative coverings to floors.

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GLAZIERS

	Wage	Benefit
District 1	\$24.78	\$4.33
District 2	\$23.28	\$5.66
District 3	\$23.75	\$4.41
District 4	\$22.97	\$4.37

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Travel and Per Diem:

All Districts

No travel or per diem established.

HEATING AND AIR CONDITIONING

	Wage	Benefit
District 1	\$33.00	\$20.73
District 2	\$33.00	\$20.73
District 3	\$33.00	\$20.73
District 4	\$33.30	\$20.73

Duties Include:

Testing and balancing, commissioning and retro-commissioning of all air-handling equipment and duct work.

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All Districts

0-45 mi. free zone

>45 mi.

- \$0.25/mi. in employer vehicle.
- \$0.65/mi. in employee vehicle.

Per Diem:

All Districts

\$85/day

INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

	Wage	Benefit
District 1	\$40.56	\$21.99
District 2	\$40.56	\$21.99
District 3	\$40.56	\$21.99
District 4	\$37.34	\$21.99

Duties Include:

Insulate pipes, ductwork or other mechanical systems.

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Travel:

0-30 mi. free zone

>30-40 mi. \$25.00/day

>40-50 mi. \$35.00/day

>50-60 mi. \$45.00/day

>60 mi. \$130.00/day plus

- \$0.56/mi. if transportation is not provided.
- \$0.20/mi. if in company vehicle.

IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

	Wage	Benefit
District 1	\$33.95	\$25.59
District 2	\$33.95	\$24.50
District 3	\$33.95	\$24.50
District 4	\$33.95	\$24.50

Travel:
All Districts
 0-45 mi. free zone
 >45-85 mi. \$100.00/day
 >85 mi. \$150.00/day

Duties Include:
 Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

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IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

	Wage	Benefit
District 1	\$33.95	\$24.50
District 2	\$33.95	\$24.50
District 3	\$33.95	\$24.50
District 4	\$33.95	\$24.50

Travel:
All Districts
 0-45 mi. free zone
 >45-85 mi. \$100.00/day
 >85 mi. \$150.00/day

Duties Include:
 Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

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MILLWRIGHTS

	Wage	Benefit
District 1	\$40.49	\$18.84
District 2	\$40.49	\$18.84
District 3	\$40.49	\$18.84
District 4	\$40.49	\$18.84

Zone Pay:
All Districts
 0-30 mi. free zone
 >30-60 mi. base pay + \$4.00/hr.
 >60 mi. base pay + \$6.00/hr.

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PAINTERS: INCLUDING PAPERHANGERS

	Wage	Benefit
District 1	\$30.00	\$12.81
District 2	\$21.28	\$12.81
District 3	\$25.55	\$12.81
District 4	\$30.30	\$12.81

Travel and Per Diem:
All Districts
 No travel or per diem established.

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PILE BUCKS

	Wage	Benefit
District 1	\$34.50	\$14.07
District 2	\$34.50	\$14.07
District 3	\$34.50	\$14.07
District 4	\$34.50	\$14.07

Zone Pay:
All Districts
 0-30 mi. free zone
 >30-60 mi. base pay + \$4.00/hr.
 >60 mi. base pay + \$6.00/hr.

Duties Include:
 Set up crane; set up hammer; weld tips on piles; set leads; insure piles are driven straight with the use of level or plum bob. Give direction to crane operator as to speed and direction of swing. Cut piles to grade.

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PILOT CAR DRIVERS

No Rate Established

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PLASTERERS

No Rate Established

Duties Include:
 All materials beyond the substrate, such as a moisture barrier, any type of drainage installation between the moisture barrier and insulation or EPS board, the attachment of the EPS board, installation of fiberglass mesh embedded in the base coat, any water-resistant coat that is applied on top of the insulation to serve as a weather barrier, and the application of the finish coat.

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PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

	Wage	Benefit
District 1	\$37.63	\$16.26
District 2	\$37.90	\$16.45
District 3	\$37.90	\$16.45
District 4	\$36.71	\$20.31

Duties Include:

Assemble, install, alter, and repair pipe-lines or pipe systems that carry water, steam, air, other liquids or gases. Testing of piping systems, commissioning and retro-commissioning. Workers in this occupation may also install heating and cooling equipment and mechanical control systems.

Travel:

District 1

0-30 mi. free zone
 >30-50 mi. \$35.00/day
 >50-75 mi. \$45.00/day
 >75 mi. \$100.00/day

Special Provision

If transportation is not provided, mileage at \$0.35/mi. for one trip out and one trip back is added to the amounts above. However, if the employee is traveling more than 75 miles/day, only subsistence at the rate of \$85.00/day is required.

Districts 2 & 3

0-45 mi. free zone
 >45 mi.

- \$0.00/mi. in employer vehicle.
- \$0.65/mi. in employee vehicle.

Special Provision:

At the contractors' option, mileage for one trip out and one trip back per week may be paid plus subsistence at the rate of \$135.00/day.

District 4

0-70 free zone
 >70 mi.

- On jobs when employees do not work consecutive days: \$0.55/mi. if employer doesn't provide transportation. Not to exceed two trips.
- On jobs when employees work any number of consecutive days: \$110.00/day.

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ROOFERS

	Wage	Benefit
District 1	\$31.47	\$13.26
District 2	\$31.47	\$13.26
District 3	\$29.83	\$ 9.20
District 4	\$24.42	\$ 9.06

Duties Include:

Metal roofing, covers roofs, walls and foundations with water proofing, insulation and vapor barriers in addition to metal flashings. Roofing includes shingles, low slope membranes, metal roofs, insulation, spray foam, coatings and vapor barriers. Wall coverings include metal panels, insulated metal panels and other waterproofing or rain screen systems. Foundation systems include waterproofing and insulation. Excludes prefabricated metal buildings.

Travel:

District 1

0-50 mi. free zone
>50 mi.

- \$0.00/mi. in employer vehicle.
- \$0.35/mi. in employee vehicle.

District 2 and 3

0-35 mi. free zone
>35 mi.

- \$0.00/mi. in employer vehicle.
- \$0.40/mi. in employee vehicle.

District 4

0-50 mi. free zone
>50 mi.

- \$0.00/mi. in employer vehicle.
- \$0.35/mi. in employee vehicle.

Per Diem:

District 1

\$84.00/day

District 2 and 3

Employer pays for room + \$30.00/day.

District 4

Employer pays for room + \$25.00/day.

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SHEET METAL WORKERS

	Wage	Benefit
District 1	\$33.00	\$20.73
District 2	\$33.00	\$20.73
District 3	\$33.00	\$20.73
District 4	\$33.00	\$20.73

Duties Include:

Testing and balancing, commissioning and retro-commissioning of all air-handling equipment and duct work. Manufacture, fabrication, assembling, installation, dismantling, and alteration of all HVAC systems, air conveyer systems, and exhaust systems. All lagging over insulation and all duct lining.

All Districts

0-45 mi. free zone
>45 mi.

- \$0.25/mi. in employer vehicle.
- \$0.65/mi. in employee vehicle.

Per Diem:

All Districts

\$85/day

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SOLAR PHOTOVOLTAIC INSTALLERS

	Wage	Benefit
District 1	\$32.75	\$17.75
District 2	\$32.75	\$17.75
District 3	\$33.90	\$16.40
District 4	\$33.70	\$16.40

Travel:

Districts 1, 2 and 3

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-08 mi. free zone
- >08-50 mi. federal mileage rate/mi. in excess of the free zone.
- >50 mi. \$60.57/day

District 4

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-18 mi. free zone
- >18-60 mi. federal mileage rate/mi.
- >60 mi. \$75.00/day

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SPRINKLER FITTERS

	Wage	Benefit
District 1	\$37.66	\$23.68
District 2	\$39.06	\$25.39
District 3	\$39.06	\$25.39
District 4	\$39.06	\$25.39

Duties Include:

Duties Include but not limited to any and all fire protection systems: Installation, dismantling, inspection, testing, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems, including both overhead and underground water mains, all piping, fire hydrants, standpipes, air lines, tanks, and pumps used in connection with sprinkler and alarm systems.

Travel

All Districts

The following travel allowance is applicable when traveling in employee's vehicle.

- 0-60 mi. free zone
- >60-80 mi. \$19.00/day
- >80-100 mi. \$29.00/day
- >100 mi. \$105.00/day + the IRS rate per mile and \$8.92 for every 15 miles traveled for one trip out and one trip back

No travel allowance required when in employer's vehicle except when staying the night.

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TAPERS

No Rate Established

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**Travel and Per Diem:
All Districts**

No travel or per diem established.

TELECOMMUNICATIONS EQUIPMENT INSTALLERS

	Wage	Benefit
District 1	\$32.36	\$9.73
District 2	\$23.33	\$7.03
District 3	\$24.17	\$8.12
District 4	\$23.93	\$2.32

Duties Include:

Install voice; sound; vision and data systems. This occupation includes burglar alarms, fire alarms, fiber optic systems, and video systems for security or entertainment

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Travel:

All Districts

The federal mileage rate/mi. in effect when travel occurs if using own vehicle.

Per Diem:

All Districts

Employer pays for meals and lodging up to \$75.00/day. When jobsite is located in Big Sky, West Yellowstone, and Gardiner, lodging and meals will be provided by the employer for all actual and reasonable expenses incurred.

TERRAZZO WORKERS AND FINISHERS

No Rate Established

Duties Include:

Finish work on hard tile, marble, and wood tile to floors, ceilings, and roof decks

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TILE AND STONE SETTERS

	Wage	Benefit
District 1	\$22.94	\$3.74
District 2	\$22.94	\$3.74
District 3	\$22.94	\$3.74
District 4	\$22.94	\$3.74

Duties Include:

Apply hard tile, stone, and comparable materials to walls, floors, ceilings, countertops, and roof decks.

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Travel and Per Diem

No travel or per diem established.

TRUCK DRIVERS

Pilot Car Driver **No Rate Established**

	Wage	Benefit
District 1	\$23.42	\$ 5.30
District 2	\$25.00	\$ 5.50
District 3	\$31.06	\$10.16
District 4	\$30.60	\$ 9.93

Truck drivers include but are not limited to:
 Combination Truck & Concrete Mixer; Distributor Driver; Dry Batch Trucks; Dump Trucks & Similar Equipment; Flat Trucks; Lowboys, Four-Wheel Trailers, Float Semitrailer; Powder Truck Driver (Bulk Unloader Type); Servicemen; Service Truck Drivers, Fuel Truck Drivers, Tiremen; Trucks with Power Equipment; Truck Mechanic; Water Tank Drivers, Petroleum Product Drivers.

Zone Pay:
All Districts
 No zone pay established.

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Exhibit G

Required Insurance Coverage

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

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

- | | | |
|----|---|---|
| 1. | Commercial General Liability
(bodily injury and property damage) | \$1,000,000 per occurrence
\$2,000,000 aggregate |
| 2. | Products and Completed Operations | \$2,000,000 |
| 3. | Automobile Liability | \$1,000,000 combined single
limit |
| 4. | Workers' Compensation | Not less than statutory limits |
| 5. | Employers' Liability | \$1,000,000 |
| 6. | Professional Liability (E&O)
(only if applicable) | \$1,000,000 per occurrence
\$2,000,000 aggregate |
| 7. | Builder's Risk/Property Insurance (for buildings) Equal to greater of Contractor's compensation or full replacement (covering all work, buildings, materials and equipment, whether on site or in transit, loss due to fire, lightning, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of laws, | |

water damage, flood if site within a flood plain, repair or replacement costs, testing and start-up costs)

- 8. Owner's and Contractor's Protective Liability (not required if General Aggregate has Project or location selection) \$1,000,000 per occurrence \$2,000,000 aggregate
- 9. Contractual Liability Insurance (covering indemnity obligations) \$1,000,000 per occurrence \$2,000,000 aggregate

Additional coverage may be required in the event of the following:
crane operating services: add On-Hook Coverage
transportation services: add \$1,500,000 Transit Coverage

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

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

Legal reviewer initials: Approved Denied

THE REMAINDER OF THIS PAGE IS LEFT BLANK

Example of Acceptable Additional Insured Endorsement:

POLICY NUMBER

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

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

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

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

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

Exhibit H

Required Bonds

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

Bond Types and Amounts:

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

Court/PCD Installation/Remodel		
Design	\$321,950.00	Under Contract
Construction	\$2,198,175.00	Under Contract
Door Access	\$19,171.39	Contract pending approval
Audio/Visual	\$172,892.17	Contract pending approval
Security Cameras	\$12,000.00	Rough estimate
Furniture	\$180,000.00	Rough estimate
Data cabling	\$10,000.00	Rough estimate

Total \$2,914,188.56

Original ARPA \$3,500,000.00
allocation



Commission Meeting Date: June 18, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Award Contract: Mountain Alarm Security-Civic Center Court Relocation Project, O.F. 1750.3

From: Finance Department

Initiated By: Finance Department

Presented By: Sylvia Tarman, ARPA Project Manager

Action Requested: Approve Contract

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) a contract in the amount of \$19,171.39 to Mountain Alarm Fire & Security for the Civic Center Court Relocation Project utilizing American Rescue Plan Act funds, and authorize the City Manager to execute the contract documents.”

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

Staff Recommendation:

Approve contract award to Mountain Alarm Fire & Security for the Civic Center Court Relocation Project.

Background:

The Civic Center Court Relocation project includes renovating the Missouri Room to make room for two court rooms and office space for Court staff. A construction contract was awarded for the project in March 2024. City Staff have been working with the architect to review security measures for the Court. Mountain Alarm proposed to install security access doors throughout the new Court footprint, and provide a comprehensive control and monitoring system for the access doors. Upon review of the functionality by the Court staff and the architect, City staff is confident that this system will provide adequate access and security measures to enable efficient and safe access for the Courts. Therefore, City staff recommends awarding this contract to Mountain Alarm, as part of the City Court Relocation Project, utilizing ARPA funds.

Fiscal Impact

This project is being awarded American Rescue Plan Act (ARPA) Funds, in the amount of \$19,171.39.

Concurrences:

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

Attachments/Exhibits:
Mountain Alarm Contract

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

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403, hereinafter referred to as “City,” and **MOUNTAIN ALARM FIRE & SECURITY**, 1601 2nd Ave N, Ste. 118, Great Falls, MT, 59401, hereinafter referred to as “Contractor.”

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

- 1. **Purpose:** City agrees to hire Contractor as an independent contractor to perform for City the services described in the Scope of Services attached hereto as Exhibit “A” and by this reference made a part hereof.
- 2. **Effective Date:** This Agreement is effective upon the date of its execution and will terminate on the 31st day of March, 2025. The parties may extend this agreement in writing prior to its termination.
- 3. **Scope of Work:** Contractor will perform the work and provide the services in accordance with the specifications and requirements of the Scope of Services.
- 4. **Payment:** City agrees to pay Contractor NINETEEN THOUSAND, ONE-HUNDRED SEVENTY-ONE AND 39/100 DOLLARS (\$19,171.39) for the work described in the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.
- 5. **Independent Contractor Status:** The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City’s personnel policies handbook and may not be considered a City employee for workers’ compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor shall comply with the applicable requirements of the Workers’ Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers’ compensation coverage for all members and

employees of Contractor's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

Contractor shall furnish City with copies showing one of the following: **(1)** proof of registration as a registered contractor under Title 39, Chapter 9, MCA; **(2)** a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or **(3)** proof of exemption from workers' compensation granted by law for independent contractors.

6. Indemnification: To the fullest extent permitted by law, Contractor shall fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Contractor's performance of this Agreement and Contractor's work on the Construction Project or work of any subcontractor or supplier to Contractor. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the City which would otherwise exist. Contractor's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City. Contractor also waives any and all claims and recourse against the City or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except responsibility for its own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent, according to 28-2-702, MCA. These obligations shall survive termination of this Agreement and the services performed hereunder.

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

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

- | | | |
|----|---|---|
| 1. | Commercial General Liability
(bodily injury and property damage) | \$1,000,000 per occurrence
\$2,000,000 aggregate |
| 2. | Products and Completed Operations | \$2,000,000 |
| 3. | Automobile Liability | \$1,000,000 combined single limit |
| 4. | Workers' Compensation | Not less than statutory limits |
| 5. | Employers' Liability | \$1,000,000 |
| 6. | Professional Liability (E&O)
(only if applicable) | \$1,000,000 per occurrence
\$2,000,000 aggregate |

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

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

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

Additional Insured Endorsement Example:

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

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

acceptance of the corrective action.

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

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

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

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

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

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

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

10. **Contractors’ Gross Receipts Tax:** Contractor understands that all contractors or subcontractors working on a publicly funded project are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is Eighty Thousand Dollars (\$80,000) or more.

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

12. **Default and Termination:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party may, at its option, terminate this Agreement and be released from all obligations if the default is not cured within ten

(10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

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

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

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

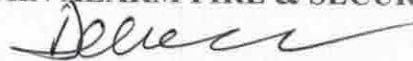
16. **Amendments:** Any amendment or modification of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of the Agreement.

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

CITY OF GREAT FALLS, MONTANA

CONTRACTOR:
MOUNTAIN ALARM FIRE & SECURITY

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


By: DEBRA A BURNS
Print Name: BRANCH MGR
Print Title:
Date: 5/14/24

Compliance with ¶7 Insurance

Reviewed/Approved by: _____
Angela Swingley, Risk Management Specialist

*Reviewed/Approved as to form by: _____
Legal Department

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

Contractor shall not begin work on project until receiving a fully-executed copy of this Agreement.

Department Records Coordinator - Retain/Maintain original pursuant to RIM Policy



A Pye-Barker Fire & Safety Company

proposal

Prepared By:

Mountain Alarm - Great Falls
Debra Burns
Branch Manager
1601 2nd Ave N, Ste #118
Great Falls, MT, 59401
(406)-771-1974 x 8421
(406)-771-1577
debrab@mountainalarm.com

Municipal Court access
2 Park Drive
Great Falls, MT 59401
Proposal 137304-1-0

Submitted: 4/12/2024

City of Great Falls Municipal
Sylvia Tarman
406-455-8474
starman@greatfallsmt.net

1-888-349-3455 • MOUNTAINALARM.COM

SUPERIOR SOLUTIONS SINCE 1952

- *This proposal includes the time and material for the installation of a new Alarm.com cloud managed access control system in 9 doors in the new municipal court rooms.
- *Mountain Alarm will pull all new access control cable, mount access control equipment, terminate all access control cable as needed, program system, test system operation, and train end user.
- *EXCLUDED! Electrical contractor is responsible for supplying and installing all raceway/conduit and raceway/conduit supplies, pulling all wire, and providing 120VAC power where needed.
- *EXCLUDED! Others to provide and install all electronic locking hardware.
- *RECOMMENDED: Mountain Alarm recommends mounting this new system's headend equipment in a network rack. We would need approximately 15Rus of space at approximate eye level to do so.
- *This quote includes power supplies for one standard electric strike per door. Power supplies for special locks (electrified latch retraction for example) or multiple locks per door are EXCLUDED!
- *Customer responsible for providing all needed IT support.
- *Customer responsible for providing enough LAN ports on switch/routers for connection to LAN for connection to customer internet/network.
- *Please allow for any unforeseen conditions.

INVESTMENT

access

QTY	Description
1	MCLASS Unified Power System, 150W, 12/24VDC, 8-Doo
2	Battery (12v 7amp)
1	LP1502 Door Controller
4	MR52 TWO READER EXPANSION MODULE
9	Single Gang Reader with HF + Prox + Mobile
3	EV2 8K Keyfob (Pack of 25)
1	Genesis Access Control Plenum 500 RI Yellow

Monitoring Services

Services: Monthly

Code	Description	Monthly Amt	Ext.Price
RMONA.COMACCESS	Alarm.com Access Control	\$50.00	\$50.00

System Investment

Total Proposal Amount **\$19,171.39**

Recurring Services Total Monthly **\$50.00**
Recurring Services Total Annually **\$600.00**

SYSTEM TOTAL **\$19,171.39**

Acceptance of proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted (subject to credit approval.) You are authorized to do the work as specified.

Progress Billing will be applied to this proposal.

City of Great Falls Municipal	Mountain Alarm - Great Falls
Company	Date
Authorized Signature	Authorized Signature
Printed Name	Title
406-455-8474	(406)-771-1974 x 8421
Phone	Fax
starman@greatfallsmt.net	debrab@mountainalarm.com
Email	Email

TERMS AND CONDITIONS

1. The information given is warranted to be true and given for the purpose of obtaining credit. The applicant consents to the opening of an account. I / We authorize Fire Protection Service Corporation to review the company credit history and/or personal information as may be required in connection with the credit line hereby applied for or any renewal or extension thereof and to the disclosure of any trade information concerning the undersigned to any credit reporting agency or to any person with whom the undersigned has or proposes to have financial relations.
2. In the event credit privileges are extended, I / We agree that Fire Protection Service Corporation may, in its discretion, increase the credit limit from time to time on this account without notice. I / We agree and understand that I / We are liable for the full amount of all invoices, regardless of whether they exceed the credit limits on this account.
3. In the event credit privileges are extended I/We hereby give authorization to Fire Protection Service Corporation and its subsidiaries to obtain my (our) Credit Report Information/Duns & Bradstreet (credit report) through a credit reporting company chosen by Fire Protection Service Corporation. Credit report information will be retained on file at Fire Protection Service Corporation and that information will not be disclosed to anyone without my prior written consent.
4. In the event credit privileges are extended, I / We agree to pay Fire Protection Service Corporation within seven days of My / Our receipt of payment from the owner, general contractor, sub-contractor, or other party from whom payment is received. This payment term suspends My / Our duty to pay for a reasonable period of time to allow Me / Us to receive payment. This payment term does not create a condition precedent to payment and does not shift the risk of non-payment to Fire Protection Service Corporation.
5. All invoices are due and payable at **P.O. Box 12487 Ogden, Utah 84403.**
6. I / We agree to pay interest charges on overdue accounts at the rate of 1.5% per month.
7. Merchandise will not be accepted for return unless authorized by Fire Protection Service Corporation by obtaining an "RMA" number from the branch.

8. **PROOF OF PURCHASE IS REQUIRED FOR ALL RETURNS**
9. Purchaser agrees to pay all costs of collection including state approved fees for all unpaid checks, substitute image documents, and/or credit or debit card transactions that are returned unpaid.
10. Should these terms not be honored on demand, and the matter placed in the hands of an attorney or collection agency, the undersigned shall pay all costs of collection, including reasonable attorney fees.
11. Pricing is valid for 7 days from the date proposal was submitted to contractor/customer.
12. Failure to comply with these Terms and Conditions may result in cancellation of credit privileges without notice.
13. In the event installation is canceled by customer and parts have been ordered, customer may be charged a 20% restocking fee.
14. In the event a scheduled appointment is missed and/or contractor (customer) are not ready for installation as scheduled, they may be subject to a minimum of \$150 trip charge and any additional fees incurred.
15. **I / WE AGREE THIS ACCOUNT WILL BE LITIGATED IN WEBER COUNTY, UTAH IF NEEDED.**

Court/PCD Installation/Remodel		
Design	\$321,950.00	Under Contract
Construction	\$2,198,175.00	Under Contract
Door Access	\$19,171.39	Contract pending approval
Audio/Visual	\$172,892.17	Contract pending approval
Security Cameras	\$12,000.00	Rough estimate
Furniture	\$180,000.00	Rough estimate
Data cabling	\$10,000.00	Rough estimate

Total \$2,914,188.56

Original ARPA \$3,500,000.00
allocation