



**City Commission Meeting Agenda  
2 Park Drive South, Great Falls, MT  
Commission Chambers, Civic Center  
February 07, 2023  
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](mailto:commission@greatfallsmt.net). Include the agenda item or agenda item number in the subject line, and include the name of the commenter and either an address or whether the commenter is a city resident. Written communication received by that time will be shared with the City Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and, will be so noted in the official record of the meeting.

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL / STAFF INTRODUCTIONS**

**AGENDA APPROVAL**

**CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS**

**PROCLAMATIONS**

Career & Technical Education Month for Great Falls Public Schools

**MILITARY UPDATES**

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

**PETITIONS AND COMMUNICATIONS**

2. Miscellaneous reports and announcements.

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

**NEIGHBORHOOD COUNCILS**

3. Miscellaneous reports and announcements from Neighborhood Councils.

**BOARDS AND COMMISSIONS**

4. Miscellaneous reports and announcements from Boards and Commissions.

5. Appointment to the Tourism Business Improvement District Board.

**CITY MANAGER**

- 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.*

- Minutes, January 17, 2023, City Commission Meeting.
- Total Expenditures of \$4,379,506 for the period of December 30, 2022 through January 25, 2023, to include claims over \$25,000, in the amount of \$3,595,920.
- Contracts List.
- Grants List.
- ARPA Sub-Award Grant Agreement List as approved by the City Commission at its December 6, 2022 meeting.
- Approval of a Community Development Block Grant (CDBG) Funding Agreement in the amount of \$200,000 for the removal of the Natatorium and restoration of Morony Park.
- Approve sending a Letter of Intent to the State of Montana indicating its desire to partner with the State of Montana and other public entities to lease the fire training facility, located at 1900 9th Street South, to the state for \$1 over 25 years. The future lease is contingent on additional city approvals and a state allocation of approximately \$25 million for the development of the Montana Public Safety Development Center.
- Approve the Final Payment for the Sanitary Sewer Trenchless Rehabilitation Phase 24 project, in the amount of \$551,833.83 to Planned and Engineered Construction (PEC), Inc. and \$5,574.08 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.

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

## PUBLIC HEARINGS

## OLD BUSINESS

## NEW BUSINESS

- Proposal to amend the Electric Supply Contract with Energy Keepers Incorporated (EKI). *Action: Allow or not allow the city manager to enter into contract negotiations to blend and extend the existing contract and authorize the city manager to execute the necessary supply agreements. (Presented by Greg Doyon/Melissa Kinzler)*

## ORDINANCES / RESOLUTIONS

- Ordinance 3254, Providing that the Charter of the City of Great Falls be Amended so that the Library Mill Limit be increased from 2 additional mills to 17 additional mills, an increase of 15 Mills, and Submitting Such Charter Amendment to the Electors of the City of Great Falls. *Action: Accept or not accept Ord. 3254 on first reading and set or not set a public hearing for February 21, 2023. (Presented by Susie McIntyre)*

17. Ordinance 3255, A request from Little Shell Tribe of Chippewa Indians of Montana for Annexation of a 3.684 acre parcel of land addressed as 1301 Stuckey Road; and establishment of City zoning classification of M-2 Mixed-use Transitional. *Action: Accept or not accept Ordinance 3255 on first reading and set or not set a public hearing for March 7, 2023. (Presented by Craig Raymond)*
18. Ordinance 3256, A request from Craig Development to rezone the property legally described as Tract 1 and Tract 2 of Dick’s Addition, NE ¼ of Section 15, T20N, R3E, P.M.M., Cascade County, Montana, the current property location of Dick’s RV Park, from R-10, Mobile Home Park to R-6 Multi-family High Density. *Action: Accept or not accept Ord. 3256 on first reading and set or not set a public hearing for March 7, 2023. (Presented by Craig Raymond)*

**CITY COMMISSION**

19. Miscellaneous reports and announcements from the City Commission.
20. Commission Initiatives.
21. Legislative 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: February 7, 2023  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Appointment to the Tourism Business Improvement District Board.

**From:** City Manager's Office

**Initiated By:** City Commission

**Presented By:** City Commission

**Action Requested:** Appoint one member to the Tourism Business Improvement District Board of Trustees for the remainder of a four-year term through June 30, 2025.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (appoint/not appoint) Shawn Jeffrey Page Jr. to the Tourism Business Improvement District Board of Trustees for the remainder of a four-year term through June 30, 2025.”

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

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**Summary:**

Peggy O'Hare-Becker has served on Tourism Business Improvement District Board of Trustees, (TBID) since February 2020. Ms. O'Hare Becker recently sold her property, Midtown Motel, and is no longer eligible to serve on the Board. The Board Liaison, Rebecca Engum, sent out letters to all property owners within the TBID district seeking interested candidates. She also sent emails and made phone calls to encourage applications. An application from Shawn Jeffrey Page Jr. was received. Mr. Page is the General Manager of the Holiday Inn and Convention Center and was nominated to serve by the property owner, Raj Dhillon.

**TBID Recommendation:**

During the District's meeting on December 15, 2022, the TBID Board recommended that the City Commission appoint Mr. Page to the Board of Trustees for the remainder of a four-year term through June 30, 2025.

**Background:**

Purpose

The Tourism Business Improvement District (TBID) was established by Resolution 9792 on December 2, 2008 and recreated by Resolution 10222 on February 6, 2018 for an additional ten years. Its overall purpose is to utilize tax dollars through the TBID assessment and direct those monies to be used for the

purpose of promoting tourism, conventions, trade shows, and travel to the City of Great Falls. Trustees must be an owner of property within the TBID or the owner’s assignee.

The continuing members of this board are:

Becky Amaral-Miller	7/3/12 – 6/30/24
Peter Jennings	5/4/21 – 6/30/23
Sandra Johnson-Thares	8/21/18 – 6/30/23
David Buckingham	10/17/17 – 6/30/25
Peggy Ohare-Becker	2/4/20 – 6/30/25 (resigned)
Laurie Price-Manning	11/18/14 – 6/30/24

The Board Member resigning is Peggy O’Hare-Becker. The citizen interested in serving on the Board is Shawn Jeffrey Page Jr (Jeff) who is representing Dhillon Hotel Inc. Dba Holiday Inn Convention Center.

**Alternatives:**

Seek alternative applications.

**Attachments:**

- Recommendation Letter
- Application



13 January 2023

Great Falls Mayor and Great Falls City Commissioners  
City of Great Falls Montana  
P O Box 5021  
Great Falls MT 59403

Mayor and Commissioners:

The Great Falls Montana Tourism Business Improvement District (TBID) Board of Trustees would like to recommend that Shawn "Jeff" Page be appointed as a trustee to the Great Falls Montana Tourism Business Improvement District filling the vacated term of Peggy O'Hare-Becker ending 6-30-2025.

Jeff Page is the General Manager of the Holiday Inn and Convention Center. His selection was based on the following factors:

1. Owners of land within the geographic area of the TBID or represent a land owner
2. Committed to the well-being of the TBID
3. Respected citizen and leader
4. Able to work effectively as part of a group
5. Competent in an area of value to achieve objectives of the TBID
6. Able to maintain a commitment for the term of appointment
7. Balances board in terms of representation of large, medium and small hotel properties

A request was made to all lodging properties to apply for the opening. There were no other candidates to consider as Mr. Page was the sole applicant interested in filling the term. Great Falls Montana Tourism sent an email and made phone calls to encourage applications. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Rebecca Engum".

Rebecca Engum  
Executive Director



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: <b>TBID</b>		Date of Application: <b>10/13/22</b>
Name: <b>Shawn Jeffrey Page Jr.</b>		
Home Address: <b>1329 Ave. C. N.W. Great Falls MT 59404</b>		Email address: <b>jpage@dhillonco.com</b>
Home Phone: <b>406-590-0320</b>	Work Phone:	Cell Phone:
Occupation: <b>General Manager</b>	Employer: <b>Holiday Inn &amp; Convention Center</b>	
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: <b>High School Diploma</b>		
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>		
Previous and current service activities:		
Previous and current public experience (elective or appointive):		
Membership in other community organizations: <b>hp town Optimist</b>		

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

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

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

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

Please describe your interest in serving on this board/commission?  
-I am interested in helping better our community by helping boost tourism. I have lived in Montana for over 20 years and believe I can help our community with my knowledge of our town & state.

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

Additional comments:

Signature *Rege*

Date: 10-16-22

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

**Return this form to:**  
City Manager's Office  
P.O. Box 5021  
Great Falls, MT 59403

Fax:  
(406) 727-0005

Email:  
kartis@greatfallsmt.net



**Rebecca Engum**

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**From:** Raj Dhillon <rd\_16@yahoo.com>  
**Sent:** Wednesday, October 12, 2022 9:09 PM  
**To:** Rebecca Engum  
**Cc:** Jeff Page HInn Operations mgr; Rajinder Chahal; Raj Dhillon  
**Subject:** Re: Great Falls Lodging Property Gathering, Location Announced!

Rebecca,  
 I would like to nominate Shawn jeffrery page for the TBID seat on the behalf of Dhillon Hotel Inc. DbA Holiday Inn Convention center.

Raj Dhillon

On Oct 12, 2022, at 3:39 PM, Rebecca Engum <rebecca@visitgreatfalls.org> wrote:

Raj:

I wanted to make sure you received our “fancy” email about the opportunity to join your peers for a city-wide lodging property gathering in Great Falls with an opportunity to meet the Great Falls Montana Tourism staff, learn about the Tourism Business Improvement District history within Great Falls, discuss Tourism strategies for this year, get an update on the Great Falls Lodging Association and its grapevine alert system, future lodging property impacts, get your questions answered, and discuss topics important to you.

It will be held next week, Tuesday, October 18<sup>th</sup> at 3:30 pm at the Lewis and Clark Interpretive Center, located at 4201 Giant Springs Rd. You are more than welcome to bring your sales teams, front desk managers, and other leaders within your organization. If you have any questions, please let me know.

You can register for the event here: <https://events.r20.constantcontact.com/register/eventReg?oeidk=a07ejffe6eb700f891&oseq=&c=&ch=>



REBECCA ENGUM, CDME  
 Executive Director



Flip through our NEW Visitors' Guide

Great Falls Montana Tourism  
 Basecamp: 406-761-4436 Mobile: 406-750-1198

**JOURNAL OF COMMISSION PROCEEDINGS**  
**January 17, 2023**

Regular City Commission Meeting

Mayor Kelly presiding  
 Commission Chambers Room 206

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL/STAFF INTRODUCTIONS:** City Commission members present: Bob Kelly, Eric Hinebauch, Joe McKenney, Rick Tryon and Susan Wolff. Also present were City Manager Greg Doyon and Deputy City Manager Chuck Anderson; Public Works Director Chris Gaub, City Engineer Jesse Patton and Water Plant Manager Jason Fladland; Planning and Community Development Director Craig Raymond; Finance Director Melissa Kinzler; City Attorney David Dennis; Police Chief Jeff Newton; and City Clerk Lisa Kunz.

**AGENDA APPROVAL:** City Manager Greg Doyon noted that motion verbiage was corrected in Agenda Report 16. There were no proposed changes to the agenda by the City Manager or City Commission. The agenda was approved as presented.

**CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS:** Commissioner Joe McKenney commented that Agenda Item 6 pertains to an appointment to the Regional Airport Authority Board. The applicant is a sitting legislator. He disclosed that he made a financial contribution, helped with yard signs, and organized and hosted a fund raising event for applicant's campaign. Technically, it is not a conflict as there was no personal or financial gain. Ethically, he will not participate in discussion or vote on Agenda Item 6. Commissioner Hinebauch disclosed that he also made a financial contribution to applicant's campaign.

**PROCLAMATIONS**

1. Black History Month [February 2023] and Catholic Schools Week [January 29-February 4, 2023]

**COMMUNITY INITIATIVES**

2. **COMMUNITY HEALTH UPDATE FROM CITY COUNTY HEALTH OFFICER – ABIGAIL HILL.**

City County Health Officer Abigail Hill reviewed a handout dated January 16, 2023 titled Cascade County Weekly Communicable Disease Report that included weekly data on Respiratory Illnesses- Covid-19, Influenza, RSV and Pertussis; Sexually Transmitted Infections-Syphilis, Gonorrhea and Chlamydia; and food-borne & water-borne illnesses.

She also reported that the Epidemiology Team was reinstated today, comprised of representatives of medical providers, hospitals, Great Falls Fire Rescue, Montana Air National Guard and Malmstrom Air Force Base, to discuss trends and conduct tabletop exercises.

Health Officer Hill reported that Covid-19 and flu shots are no longer offered at businesses and clinics, but are available by appointment or walk-in at the City County Health Department.

**JOURNAL OF COMMISSION PROCEEDINGS**  
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She concluded that the Deputy Health Officer position would be reposted, which is a Prevention Services Division Manager position.

**3. PETITIONS AND COMMUNICATIONS**

**Shannon Wilson**, 1201 6<sup>th</sup> Avenue South, expressed concern that the Growth Plan has not been updated since 2013. She suggested the current Growth Plan caters to developers acquiring land and strong-arming their way into changing zoning designations to their benefit. She inquired when Great Falls would have a much-needed updated Growth Plan.

**Brett Doney**, Great Falls Development Authority, 405 3<sup>rd</sup> Street NW, announced that two long-standing companies that the City has had significant involvement, Pasta Montana and Montana Specialty Mills, announced significant local expansion projects.

**NEIGHBORHOOD COUNCILS**

**4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

**BOARDS AND COMMISSIONS**

**5. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM BOARDS AND COMMISSIONS.**

None.

**6. APPOINTMENT TO THE REGIONAL AIRPORT AUTHORITY BOARD.**

Mayor Kelly reported that on November 10, 2022, the City received notification from the City’s appointed Board member, Anthony “Tony” Aretz, that he was appointed by the County Commission to serve as one of their Board representatives as he lives outside the City limits. His term as a City representative ran through December 31, 2023. City staff advertised for the vacant position. One application was received and the Commission interviewed applicant Scot Kerns during a Special Work Session this afternoon. Due to the above-reported disclosure, Commissioner McKenney excused himself from that interview process.

**Mayor Kelly moved, seconded by Commissioner Wolff, that the City Commission not appoint Scot Kerns to the Great Falls Regional Airport Authority Board for the remainder of a three-year term through December 31, 2023.**

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

After a brief discussion, Mayor Kelly and Commissioners Wolff and Tryon concurred that applicant Kerns has great qualifications to be on the Airport Authority Board, but there may be a better time for consideration when he is not as busy with the responsibilities of his elected State Legislator position and the committees that he is on in that capacity.

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

Motion carried 3-1-1 [Commissioner Hinebauch dissenting; Commissioner McKenney abstaining].

**CITY MANAGER**

**7. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

City Manager Greg Doyon reported the following:

- Public ARPA Allocation Process – The City has begun finalizing agreements with each of the award recipients, with about half on the agenda this evening and the remainder will be on the February 7, 2023 agenda. Grant Administrator Tom Hazen has hosted orientation meetings to discuss the procedures and policies with all of the sub-award recipients. Every recipient has agreed to provide a quarterly narrative of their projects, which will be relayed to the Commission and posted on the City’s website. Grant Administrator Hazen will also make quarterly calls to all recipients to make sure there is ongoing communication with the applicants.
- Great Falls Animal Shelter (GFAS) – GFAS is launching a “Return to Home” program with a goal of keeping pets from coming into the shelter, and expediting pets in the shelter being reunited with owners. A program initiative is partnering with Petco to provide animal facial recognition that will be loaded into a national database to match stray animals with lost animal reports, new licenses with QR codes to provide owner information, as well as an educational campaign on Facebook and the City’s website.
- Council of Councils Meeting – January 24, 2023 at 7 pm in the Civic Center Gibson Room.

Manager Doyon also announced that he would be attending Leadership Montana in Helena this Wednesday through Friday.

**CONSENT AGENDA.**

\* Commissioner McKenney requested that Item 13 be pulled for separate discussion and/or vote.

8. Minutes, January 3, 2023, City Commission Meeting.
9. Total Expenditures of \$4,137,107 for the period of December 16, 2022 through January 4, 2023, to include claims over \$25,000, in the amount of \$1,427,009.
10. Contracts List.
11. ARPA Sub-Award Grant Agreement List as approved by the City Commission at its December 6, 2022 meeting.
12. CARES Grant Agreement as approved by the City Commission at its September 6, 2022 Meeting.

**JOURNAL OF COMMISSION PROCEEDINGS**  
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- \*13. Approve the Professional Services Agreement with Robert Peccia & Associates for the preparation of an Update to the Great Falls Area Long Range Transportation Plan to be funded with Federal Transportation Planning dollars. **OF 1662.2** [\*Pulled for separate discussion and vote.]
14. Rescheduling the Tuesday, July 4, 2023 Commission Work Session and Meeting to Wednesday, July 5, 2023.

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

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

Mayor Kelly noted that Agenda Item 10D awards a Professional Services Agreement to TD&H Engineering for design and construction phases to support the demolition of the Natatorium.

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

Motion carried 5-0.

13. **APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH ROBERT PECCIA & ASSOCIATES FOR THE PREPARATION OF AN UPDATE TO THE GREAT FALLS AREA LONG RANGE TRANSPORTATION PLAN TO BE FUNDED WITH FEDERAL TRANSPORTATION PLANNING DOLLARS. OF 1662.2**

Planning and Community Development Director Craig Raymond reported that staff issued a Request for Proposals (RFP) for professional services. Staff received several inquiries but only one proposal was received. Robert Peccia & Associates has worked with the City of Great Falls on the Great Falls Area Long Range Transportation Plan and updates to it over the years. This planning document is fully federally funded.

**Commissioner Hinebauch moved, seconded by Commissioner Wolff, that the City Commission approve the Professional Services Agreement with Robert Peccia & Associates in the amount of \$256,872 for the preparation of an Update to the Great Falls Area Long Range Transportation Plan.**

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

**JOURNAL OF COMMISSION PROCEEDINGS**  
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Commissioner McKenney made inquiries pertaining to street networks and projected growth south and north of Great Falls as it relates to Scope of Services Task 8.1 on page 164 of the agenda packet.

Director Raymond explained that street networks pertain to different categories of roadways and arterials. City staff has a reasonably good sense of where roadways are likely to be if they do not exist now, but it also will depend on what types of developments are being proposed and what type of road network is appropriate under particular contexts or circumstances. Staff uses the information in the Long Range Transportation Plan to make decisions and recommendations to the Commission, for approval or modification of development proposals, and to mitigate different impacts in certain areas versus other areas.

Mayor Kelly inquired how the City could have a current Long Range Transportation Program that indicates where the growth is going to be, and not have a long range Growth Plan that is also current.

Director Raymond responded that he promotes the idea of an updated Growth Plan, has made budget requests for it, but at this point it has not been funded.

City Manager Greg Doyon added that the need to update the Growth Plan was discussed at the last Commission retreat, but funding for it did not make it through the budget process. Staff has worked on some revisions to the Plan, but the Department does not have dedicated staff at the level to fully update the Plan. It remains to be seen if there will be up to \$200,000 to appropriate this budget cycle to hire a consultant to fully update and rewrite the Growth Plan. The community is seeing growth and now the City may need to be in a more proactive posture to address it.

Commissioner Wolff commented that the Commission had received an engineering report pertaining to street recommendations around Bootlegger Trail and 43<sup>rd</sup> Street. She inquired if the Long Range Transportation Plan would include those recommendations.

Director Raymond responded that the consultant would have access to the most recent North Great Falls Transportation Study for review, and to make recommendations to the City.

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

Motion carried 5-0.

**PUBLIC HEARINGS**

15. **RESOLUTION 10480, A REQUEST FROM BRIAN MILLER FOR A CONDITIONAL USE PERMIT (CUP) FOR A “TWO-FAMILY RESIDENCE” LAND USE UPON THE PROPERTY LOCATED AT THE CORNER OF 6TH AVENUE SOUTH AND 20TH STREET SOUTH.**

**JOURNAL OF COMMISSION PROCEEDINGS**  
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Mayor Kelly declared the public hearing open and asked for presentation of the staff report.

Planning and Community Development Director Craig Raymond reported that the owner of 1925 6<sup>th</sup> Avenue South has submitted an application for a CUP in order to construct a two-unit dwelling on the property. Because the property is located within the R-3 Single Family High Density zoning district, a duplex may be allowed but does require City Commission approval through a conditional use permit.

Given that the property is located within the R-3 zoning designation, duplexes are a natural fit and there are several other existing duplexes in the surrounding neighborhood. The physical dimensions of the property will easily accommodate the requested duplex land use. The agenda report sets forth a note about the removal of the porch encroachment. That porch is actually part of the existing structure to the west of 1925, which is also owned by the same owner who has agreed to resolve the existing setback violation.

Based on the details of the request, staff finds that granting the CUP would be in the interest of the applicant, the City and community at large by providing additional housing opportunities in a zoning district that is intended to accommodate such uses.

**Applicant Brian Miller**, 1607 Penn Cove Rd, Oak Harbor, Washington, commented that staff has done an admiral job presenting his plan, and he is available for questions.

Mayor Kelly asked if the Commission members had any questions of staff or the applicant. Hearing none, Mayor Kelly asked if there were any comments from the public in support of Resolution 10480.

**Brett Doney**, Great Falls Development Authority (GFDA), commented that this is just the type of housing projects needed in Great Falls. Every unit is a home for a family. If the Commission can find the money, he believes it is a good idea to update the Growth Policy. In the meantime, he suggested considering allowing this type of project by right in certain neighborhoods. Developing from within is always more cost effective.

Mayor Kelly asked if there were any comments from the public in opposition to Resolution 10480. Hearing none, Mayor Kelly closed the public hearing and asked the will of the Commission.

**Commissioner Wolff moved, seconded by Commissioner Hinebauch, that the City Commission adopt Resolution 10480 for a Conditional Use Permit to allow a “Two-Family Residence” land use in the R-3 Single-Family High Density zoning district upon the property legally described as Lot 8, Block 9, Huy Addition, and the accompanying Basis of Decision subject to the applicant fulfilling the listed Conditions of Approval.**

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

Commissioner Tryon suggested finding ways to make the CUP process easier and expedited in the future, or possibly changing zoning classifications.

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Director Raymond agreed with the recommendation of changes to the regulations, particularly in the R-3 zoning districts.

Commissioner McKenney commented that a duplex certainly fits the character of the neighborhood. Increasing the residential density of the lot from one to two units will not adversely impact the area, but will result in increased property tax revenue.

Commissioner Tryon added that Neighborhood Council 9 heard the presentation and voted unanimously to support the CUP.

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

Motion carried 5-0.

**16. RESOLUTION 10486, A REQUEST FROM TALCOTT PROPERTIES FOR WEST BANK TAX INCREMENT FINANCING (TIF) FUNDS FOR INFRASTRUCTURE BUILDOUT TO SERVE WEST BANK LANDING NORTH PHASE, LOTS 4B, 5, AND 6B.**

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

Planning and Community Development Director Craig Raymond reported that Talcott Properties has been involved with the development of the West Bank TIF District for many years, working on both West Bank One, as well as West Bank Landing. This next phase of development (West Bank Landing - North Phase) includes three lots, two of which have users already identified: a hotel and a fast casual restaurant. In order to support commercial development in the three remaining lots, installation of infrastructure is necessary. This Tax Increment Financing request is to reimburse the developer for the design and construction of public water and sewer mains, private storm mains, additional private utilities, environmental remediation, as well as a new private drive approach to the development from 3<sup>rd</sup> Street NW. The applicant's request is for \$972,373, and if approved, will result in the developer being reimbursed in two phases. The first phase will include the completed design and approach work, while the second phase will be at the time of completion of the entirety of the infrastructure work. This will be dependent on the availability of funds in the TIF District.

The current balance of the West Bank TIF District is \$436,740. This is not inclusive of any other outstanding obligations. The applicant will be reimbursed with TIF funds based on the completion and City inspection of the infrastructure as well as the availability of funds. Currently, there is not a sufficient balance to reimburse the entire request. It is anticipated, however, that when all phases as described in the agenda report and development agreement are completed, there should be sufficient balance on-hand to complete the reimbursement.

**Applicant Brad Talcott**, 2801 4<sup>th</sup> Avenue North, commented that the 15-year project has gone through challenging times with a recession, interest rates and Covid. Things are on an upswing as reflected in the activity at West Bank. Not only are there two projects related to the northern sites, but two other projects on other sites will be coming before the City.

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



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Commissioner Tryon inquired if there have been any other requests for funding from this TIF District.

Director Raymond responded there have been no recent requests.

Commissioner Tryon inquired how many other potential developments are in this TIF District. If this request is approved, there will be no money for a period of time in the TIF account.

Director Raymond clarified that the reimbursement to Applicant Talcott will be based on the performance of the project and when certain phases of the project are completed. There are other developments that would be eligible, but no one has requested TIF funding.

Mayor Kelly asked if there were any comments from the public in support of Resolution 10486.

**Brett Doney**, Great Falls Development Authority, commented this is a project the City can be proud of. It dates back to a Master Plan effort and an EDA planning grant that started the basis for what became the 90-acre West Bank Urban Renewal District. GFDA is excited about this next phase. The developer is putting in \$26 million dollars and this TIF reimbursement request is less than four percent. The hotel alone will generate quite a bit of property tax and supports the tourism industry. He expects the dollars to climb as it leads to more development in West Bank and surrounding properties. GFDA has loaned money for West Bank Landing, and bridge/gap funds into this proposed project. GFDA considers it a wise investment as it will improve the City, create jobs and tax base, and will boost amenities and tourism that supports Great Falls.

Mr. Doney thanked Applicant Talcott and all developers that are working hard to try to make projects pencil during these uncertain economic times.

Applicant Talcott clarified that, in the early days it took years to be paid back. Now that he has been at it for 15-years, there is a lot more tax increment in the fund. When the TIF district expires, there will be significant tax revenue to the City.

Mayor Kelly asked if there were any comments from the public in opposition to Resolution 10486.

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

**Commissioner Wolff moved, seconded by Commissioner Hinebauch, that the City Commission adopt Resolution 10486 to allow Talcott Properties to receive reimbursement in the amount of \$972,373 of West Bank Urban Renewal District TIF funds for infrastructure buildout of West Bank Landing-North Phase, and approve the Development Agreement for West Bank Landing, Phase II, Lots 4-6.” OF 1488.5**

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

Commissioner McKenney inquired when the TIF District expires.

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Finance Director Melissa Kinzer responded TIF districts are originally created for 15-years. But, the number of years can increase up to 40-years if debt is issued against the TIF district. Debt was issued against this TIF District and will expire in 2042.

Commissioner McKenney pointed out that the \$26 million dollar project includes \$972,000 for public utility installation of sewer, water and storm drains. He thanked the 2007 Commission for their vision in creating the District.

Commissioner Wolff expressed gratitude for the vision and Brad and Linda Talcott for making it happen.

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

Motion carried 5-0.

**OLD BUSINESS**

17. **WATER TREATMENT PLANT SOLIDS MITIGATION PROJECT ALTERNATIVE PROJECT DELIVERY CONTRACT AWARD FOR GENERAL CONTRACTOR CONSTRUCTION MANAGER (GCCM) SERVICES [OF 1698.1].**
18. **WATER TREATMENT PLANT SOLIDS MITIGATION PROJECT PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING CONSTRUCTION PHASE SERVICES [OF 1698.1].**

Public Works Director Chris Gaub reported that Agenda Items 17 and 18 are directly linked and will be presented together. The requested action is that the Commission approve Agenda Item 17, a construction project to mitigate solid waste at the Water Treatment Plant, and Agenda Item 18, a Professional Services Agreement to oversee the construction project identified as Agenda Item 17.

The Water Treatment Plant produces alum sludge, which is currently routed to storage ponds on site, except in the winter months when it is discharged directly to the sanitary sewer collection system. It is not efficient to dispose of the sludge deposited in the storage ponds. The sludge first has to be excavated and hauled to an off-site drying location, and then it is re-loaded and hauled to a final disposal site.

AE2S was hired in 2017 to perform a cost analysis and recommend process improvements. The analysis recommended a project that will cut sludge disposal operating and maintenance costs in half and have a financial payback period of 25 to 30 years. It also reduces the risk of accidentally dropping sludge on the City streets during haulage.

In winter months, the sludge is disposed directly into the sanitary sewer system. Data from a study shows that the sludge significantly increases concentrations of arsenic, a naturally occurring chemical, at the wastewater plant. This caused the wastewater plant to exceed its allowable arsenic discharge concentration in the winters of 2015 through 2018. This project would stop the disposal of the alum sludge in the sanitary sewer and remove the arsenic attributed to the sludge from the Wastewater Treatment Plant.

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The project also increases system resiliency at the Water Treatment Plant. It would replace the circa 1930's traveling screen, which would allow the plant to have two functioning screens for system resiliency.

In 2021, the City competitively solicited proposals from qualified engineering firms to design the project. In September of 2021, the Commission awarded a Professional Services Agreement to AE2S.

During early design, the engineering firm advised that this project would be a good candidate for an alternative delivery method, General Contractor Construction Manager (GCCM), and the City elected to pursue this alternative delivery method.

GCCM allows for an accelerated project schedule, reduced project risk by contractor collaboration during design, and allows for a negotiated total project price (or guaranteed maximum price). GCCM projects must meet two of the three statutory criteria to be eligible-complexity, accelerated schedule, or cost savings. On January 4, 2022, the Commission adopted written findings demonstrating that this project met the statutory criteria for accelerated schedule and cost savings. Staff competitively solicited qualified GCCM candidates. In early 2022, Sletten Construction Companies was awarded a GCCM pre-construction phase contract.

During design, project cost projections came in higher than anticipated. Staff subsequently collaborated with the design team and contractor to reduce project costs by reducing the building size, removing a workshop room, removing a second floor or mezzanine, and making the process equipment as efficient as possible. Bids for sub-contracted work were obtained in December of 2022 and the resultant guaranteed maximum price is \$11.1 million.

The Public Works and Legal departments have worked towards and support the proposed GCCM construction contract structure. The project is a priority for the City's Water Treatment Plant and water treatment and disposal system as a whole. Staff recommends that the Commission award both Agenda Item 17, the GCCM construction contract for just over \$11M and also Agenda Item 18, the construction phase Professional Services Agreement, for just under \$547K, with total costs split evenly between water treatment plant and wastewater treatment plant enterprise funds.

**Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission award a General Contractor Construction Manager (GCCM) Construction Contract to Sletten Construction Company for Construction Services at a Guaranteed Maximum Price (GMP) of \$11,110,162 for the Water Treatment Plant Solids Mitigation Project, and authorize the City Manager to execute the agreement documents.**

Mayor Kelly asked if there were any comments from the public in support of or opposition to Agenda Items 17 and 18.

**Dr. Cheryl Reichert**, 51 Prospect Drive, submitted written comments requesting consideration of allocating funds for a formal feasibility study of piping water directly from Giant Springs into the Water Treatment Plant. Dr. Reichert suggested this improvement would safeguard health and save the City millions of dollars in the long run, and would make our community one of the most desirable small cities on the planet.

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

Commissioner McKenney referred to page 274 of the agenda packet and reiterated that the Great Falls Water Treatment Plant treats surface water from the Missouri River. He inquired if the City had the water rights to generate water for a growing community.

City Manager Greg Doyon responded in the affirmative, adding that it was contingent upon the type of new development that occurs here. Potentially, a heavy industrial user could put a strain on water.

Commissioner McKenney inquired if water rights would be part of the long term Growth Plan.

City Manager Doyon responded it could be part of the natural resources component of the Growth Plan. It lies more with preserving the water rights that the City has, watching consumption at the Water Treatment Plant and discharge from the wastewater, and making sure the City has a qualified consultant that is watching what is happening statewide with potential filings against the City's water reservation rights.

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

Motion carried 5-0.

**Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission approve a Professional Services Agreement in the amount of \$546,700 to Advanced Engineering and Environmental Services, Inc. (AE2S), for Construction Phase Services for the Water Treatment Plant Solids Mitigation Project, and authorize the City Manager to execute the agreement documents.**

Mayor Kelly asked if there were any comments from the public in support of or opposition to Agenda Item 18. Hearing none, Mayor Kelly asked if there was any further discussion amongst the Commissioners.

Commissioner McKenney referred to page 325 of the agenda packet and inquired the dollar amount of savings resulting from 50% reduction in operation and maintenance costs associated with the current solids handling at the Water Treatment Plant.

Director Gaub responded he would provide that information to the Commission.

Manager Doyon added that the transportation savings alone would be significant.

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

Motion carried 5-0.

**NEW BUSINESS**

**19. GREAT FALLS WASTEWATER TREATMENT PLANT SOLIDS BUILDING HVAC IMPROVEMENTS [OF 1633.3].**

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Public Works Director Chris Gaub reported that it is important that the Wastewater Treatment Plant meet code, have well-functioning electrical systems, and be a pleasant place for operators to work. It has been a priority to address various interior odors and gasses produced by the Wastewater Treatment Plant. To address this issue, the Public Works Department solicited GPD Engineering, a local mechanical engineering expert, to perform a study and assess the most critical areas needing improvement.

That study was completed in 2017 and determined that a critical project is required to improve the air quality conditions inside the solids processing building. Over the years, space-by-space changes to the air distribution within the solids building have made buildup of undesirable ammonia gasses possible. Air stagnation and the ammonia gasses, while safe, do cause discomfort to staff when they enter these spaces to check on equipment. Ammonia gas is also corrosive and, since 2009, has caused roughly \$36,000 in material costs to repair damage to the building's electrical equipment. Also, the current air handling equipment in the solids building is not producing enough air cycles to meet Department of Environmental Quality air change per hour requirements.

Approval of this project makes air-handling improvements within the solids processing building to provide better indoor environmental control of all spaces, to prevent damage to sensitive electrical components, and to increase air cycles to comply with codes.

For various reasons, it was difficult to find interested and qualified contractors. The City began soliciting bids from qualified contractors in October of 2022, and ended up delaying the bid opening several months to secure a qualified bid. The project performance period was also extended so contractors could better manage the long lead times and uncertain availability of equipment acquisition.

Although only one bid in the amount of \$1.13 million was received, City staff believes this is an acceptable bid after discussion with the City's consultant. Re-bidding the project will likely not result in a lower bid based on conversations with the consultant and with various contractors. The pandemic drove a bidding market that is difficult to predict. This project was designed with a fiscally responsible approach, and staff does not see more opportunities to cut project scope to save costs.

All that stated, the requested action is that the Commission approve the use of \$1.13 million dollars from the wastewater treatment enterprise fund to complete this project.

**Commissioner Hinebauch moved, seconded by Commissioner Wolff, that the City Commission award the bid of \$1,133,889 to Central Plumbing and Heating, Inc. for the Great Falls Wastewater Treatment Plant Solids Building HVAC Improvements, and authorize the City Manager to execute the contract documents.**

Mayor Kelly asked if there were any comments from the public in support of or opposition to the award of a contract for this project.

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

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Commissioner Tryon noted the bid of \$1.1 million for an HVAC project seems high to him, and was higher than what staff anticipated.

Director Gaub responded the original estimate was in the \$700,000 range.

Commissioner Tryon inquired why there was only one bidder.

Director Gaub responded finding a company that specializes in this work and difficulty acquiring equipment to go into the construction project was a challenge.

Commissioner McKenney commented that six-years is a long time from when the 2017 study was commissioned to now. He inquired if there were extenuating circumstances for the delay in bidding.

City Manager Doyon speculated that sometimes capital improvement projects get bumped for something with more priority. He shares the concerns of the Commission about inflation and the inability to obtain competitive bids. However, the project is needed as Director Gaub explained the health and safety aspects of the project.

Director Kinzler added when the rate setting process begins there is a five-year capital improvement plan. Projects are prioritized by the amount of revenue received. She assumes the project was bumped due to other capital improvement priorities or there was not enough revenue to fund the project.

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

Motion carried 5-0.

**ORDINANCES/RESOLUTIONS**

**CITY COMMISSION**

**20. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Commissioner Wolff announced that she has been asked to serve on the Board of Directors for Central Montana Works. She will serve in an ex-offio, non-voting capacity, so there will be no conflict of interest.

Mayor Kelly expressed condolences to Cheryl Ulmer and family for the passing of long-time community member and mechanic Greg Ulmer. He will be missed in our community.

**21. COMMISSION INITIATIVES.**

None.

**22. LEGISLATIVE INITIATIVES.**

None.

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**ADJOURNMENT**

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Kelly, to adjourn the regular meeting of January 17, 2023, at 8:43 pm.**

Motion carried 5-0.

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Mayor Bob Kelly

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City Clerk Lisa Kunz

**Minutes Approved: February 7, 2023**

DRAFT



Commission Meeting Date: February 7, 2023  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

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

**PRESENTED BY:** Finance Director

**ACTION REQUESTED:** Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECK RUNS FROM NEW WORLD	JAN 13, 2023 - JAN 18, 2023	737,692.56
ACCOUNTS PAYABLE CHECK RUNS FROM MUNIS	JAN 5, 2023 - JAN 25, 2023	3,588,549.89
MUNICIPAL COURT ACCOUNT CHECK RUN FOR ASIFLEX	DEC 30, 2022 - JAN 13, 2023	52,583.01
	JAN 4, 2023	680.61
<b>TOTAL: \$</b>		<u><u>4,379,506.07</u></u>

**GENERAL FUND**

**PARK AREAS**

HIGH PLAINS LANDFILL	SANITATION CHARGES FOR DEC 2022 (SPLIT AMONG FUNDS)	141.46
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**SPECIAL REVENUE FUND**

**AMERICAN RESCUE PLAN**

WADSWORTH BUILDERS COMPANY INC	HR OFFICE REMODEL NOVEMBER 2022	58,593.15
WADSWORTH BUILDERS COMPANY INC	HR OFFICE REMODEL DECEMBER 2022	58,426.68
CTA ARCHITECTS ENGINEERS	ARPA FUNDS FIRE STATION REMODELS	95,476.62
BALLPARK LLC	ARPA PROJECT BB FIELD RESURFACING	212,000.00

**FEDERAL BLOCK GRANT**

GREAT FALLS HOUSING AUTHORITY	AUSTIN HALL ELEVATOR REPAIR	72,377.10
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**CAPITAL PROJECTS**

**DOWNTOWN TID**

TALISMAN CONSTRUCTION SERVICES INC	CIVIC CENTER FAÇADE	62,909.10
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**ENTERPRISE FUNDS**



<b>WATER</b>		
DEPT OF ENVIR QUALITY, FISCAL SERVICES	PUBLIC WATER SUPPLY FEE	42,900.00
PROSPECT CONSTRUCTION INC	OF 1637.6WT PLANT FILTERS PHASE 2 / PMNT 8	614,549.04
<b>SEWER</b>		
VEOLIA WATER NORTH AMERICA	MONTHLY CONTRACTED CAPITAL IMPROVEMENTS	285,489.11
<b>SANITATION</b>		
HIGH PLAINS LANDFILL	SANITATION CHARGES FOR DEC 2022 (SPLIT AMONG FUNDS)	78,468.79
LAUREL 2 SPARTAN LLC	2023 CHEVY SILVERADO 3/4 TON 4X4 LONGBOX/STATE BID (SPLIT AMONG FUNDS)	38,869.00
<hr/> <b>INTERNAL SERVICES FUND</b> <hr/>		
<b>HEALTH &amp; BENEFITS</b>		
SUN LIFE FINANCIAL	SUNLIFE DENTAL AND VISION DECEMBER 2022	43,130.36
HEALTH CARE SERVICE CORPORATION	BCBS HEALTHCARE DECEMBER 2022	785,714.38
<b>INSURANCE &amp; SAFETY</b>		
MONTANA MUNICIPAL INTERLOCAL AUTHORITY	QUARTERLY WC PAYROLL ASSESSMENT	229,079.88
<b>CENTRAL GARAGE</b>		
LAUREL 2 SPARTAN LLC	2023 CHEVY SILVERADO 3/4 TON 4X4 SHORT BOX #806 (SPLIT AMONG FUNDS)	38,741.00
<hr/> <b>TRUST AND AGENCY</b> <hr/>		
<b>COURT TRUST MUNICIPAL COURT</b>		
CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	35,413.01
<b>PAYROLL CLEARING</b>		
STATE TREASURER	MONTANA TAXES	52,578.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	37,410.80
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	53,114.17
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	72,313.13
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	147,069.01
US BANK	FEDERAL TAXES, FICA & MEDICARE	233,044.60
MONTANA OE - CI TRUST FUND	EMPLOYEE CONTRIBUTIONS	26,766.49
NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	45,362.69
<hr/> <b>UTILITY BILLS</b> <hr/>		
ENERGY WEST RESOURCES, INC	002070/DEC 2022	40,100.70
NORTHWESTERN ENERGY	05614938/DEC 2022	70,595.77
ENERGY KEEPERS	ELECTRICITY CHARGES FOR DEC 2022	65,286.00
<b>CLAIMS OVER \$25000 TOTAL:</b>		<b>\$ <u>3,595,920.04</u></b>

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

**DATE: February 7, 2023**

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

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

**CONTRACTS LIST**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
<b>A</b>	Public Works/ Engineering	Homes 4 You, LLC (Jason L. Gibson)	02/07/2023- 12/31/2025	\$75,462.85	Public Works Construction Agreement to remove and replace metal siding, roofing, and overhead doors at Building 2 at the Public Works Department located at 1025 25 <sup>th</sup> Avenue NE ( <b>OF 1733.6</b> )
<b>B</b>	Great Falls Police Department	Nelson Comfort Solutions	01/25/2023- 06/30/2023	\$46,000	Ratification of Public Works Non-Construction Services Agreement for HVAC chiller unit for the Great Falls/Cascade County Emergency Communications Center (911 Center) 3015 Airport Drive

**CITY OF GREAT FALLS, MONTANA**

**COMMUNICATION TO THE CITY COMMISSION**

**DATE:** February 7, 2023

**ITEM:** GRANTS LIST  
 Itemizing grants not otherwise approved or ratified by City Commission Action  
 (Listed grants are available for inspection in the City Clerk’s Office.)

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

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

**MAYOR’S SIGNATURE:** \_\_\_\_\_

**GRANTS**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>GRANT AMOUNT REQUESTED</b>	<b>MATCH</b>	<b>PURPOSE</b>
<b>A</b>	Planning & Community Development	Montana State Historic Preservation Office, P.O. Box 201202, Helena, MT 59620-1202	04/01/2023-03/31/2024	\$6,000	\$64,395.50 - City \$25,000 – County In-kind: \$4,554.24 – Volunteer hours \$5,000 – National Trust for Historic Preservation (barn grant) \$10,000 – Big Sky Country National Heritage Area, Inc. (barn grant)	Certified Local Government Grant Application for next fiscal year. Grant funds offset Historic Preservation Officer salary and operating costs for the historic preservation program

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

**DATE: February 7, 2023**

**ITEM:** **ARPA SUB-AWARD GRANT AGREEMENTS**  
*Itemized listing and ARPA Agreements as approved by the City Commission at its December 6, 2022 meeting – Agenda Item 22*  
 (Additional agreement attachments are available upon request from the City Clerk’s Office.)

**PRESENTED BY:** Lisa Kunz, City Clerk  
**ACTION REQUESTED:** Ratification of ARPA Agreements through the Consent Agenda  
**MAYOR’ S SIGNATURE:** \_\_\_\_\_

**CONTRACTS LIST**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
<b>A</b>	Finance	Cascade County Historical Society (CCHS) Dba: The Historical Museum (THM)	02/07/2023 – 09/30/2026	\$56,595	Grant Agreement to install hardware increasing the remote gathering capacity of the Museum and for technology upgrades to Ozark Club at CCHS/THM
<b>B</b>	Finance	Great Falls Tourism Business Improvement District	02/07/2023 – 09/30/2026	\$215,000	Grant Agreement to research and analyze the Great Falls, Montana Tourism Industry; public forum for resident input on tourism in Great Falls; development of Final Tourism Master Plan

<b>C</b>	Finance	Helping Hands	02/07/2023 – 09/30/2026	\$49,900	Grant Agreement to provide weekly groceries, hygiene items, diapers, clothing, and cold weather gear to those in need. for operation of a food pantry in Downtown Great Falls and will bolster the in-place budget
<b>D</b>	Finance	Opportunities Inc.	02/07/2023 – 09/30/2026	\$97,750	Grant Agreement to expand the area and create a safer and healthier environment for people waiting for appointments and confidential service delivery
<b>E</b>	Finance	Peace Place	02/07/2023 – 09/30/2026	\$375,000	Grant Agreement to renovate its new location to create an ideal environment to provide childcare, caregiver support, and respite services. This will fund the renovation of an existing (and currently empty) downtown location to include classrooms, rest rooms, offices, a kitchen, and other faculties as needed
<b>F</b>	Finance	United Way of Cascade County	02/07/2023 – 09/30/2026	\$85,000	Grant Agreement to coordinate the availability of early childhood education, bridging gaps for children through kindergarten enrollment, and increasing access for underserved population in conjunction with Great Falls Public Schools

<b>G</b>	Finance	Great Falls Scottish Rite Childhood Language Disorders Clinic	01/17/2023 – 09/30/2026	N/A	Amendment 1 to Grant Agreement adjusting Budget Categories by decreasing labor and increasing materials and supplies for hearing screening equipment. No change in total amount awarded. [CR: 011723.11E]
<b>H</b>	Finance	Discovery Family Counseling Services, LLC	01/17/2023-09/30/2026	N/A	Amendment 1 to Grant Agreement adjusting Budget Categories by decreasing payroll, training and therapy materials and increasing construction costs to expand two additional offices. No change in total amount awarded. [CR: 011723.11B]

GRANT AGREEMENT BETWEEN THE CITY OF GREAT FALLS AND Cascade County Historical Society.

THIS SUBAWARD (also referenced as "Grant Agreement" or "Agreement"), is administered by the The City of Great Falls (The City), a Montana municipal corporation, hereinafter referred to as the City, and is accepted by Cascade County Historical Society Dba: The Historical Museum, hereinafter referred to as the Subrecipient and represented by Kristi Scott, Executive Director, 422 2<sup>nd</sup> St S, Great Falls, MT 59405, (406)452-3462, kscott@greatfallshistorymuseum.org. Both parties agree to the following terms and conditions:

SECTION 1. PURPOSE. Title VI of the Social Security Act (42 § U.S.C. 801 et seq.) (the Act) was amended by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), to add section 603, which authorizes the Treasury to make payments to certain local governments from the Coronavirus Local Fiscal Recovery Fund ("ARPA funds"). The State of Montana received the funds on May 24, 2021. The purpose of this Grant Agreement ("Agreement") is to establish mutually agreeable terms and conditions, specifications, and requirements to grant ARPA funds to the Subrecipient for Technology Upgrades to Ozark Club at CCHS/THM.

SECTION 2. TERM. The effective date of this Agreement is the date of last signing and ends Enter date no later than September 30, 2026. As set forth in United States Department of Treasury's (Treasury) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Final Rule (Coronavirus State and Local Fiscal Recovery Funds, 31 CFR Part 35) ("Rule"), effective as of April 1, 2022, Subrecipient may use award funds to cover eligible costs incurred during the period that began on March 3, 2021 and ends on December 31, 2026. This agreement remains in effect until all reporting requirements as described in SECTION 8. REPORTS have been received by THE CITY.

SECTION 3. THE PARTIES' ROLES. The City is administering funds allocated by the United States Federal Government to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The City will monitor project expenditures to assure payment eligibility. The City assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete a project.

The Subrecipient will administer the funds allocated by the City to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The Subrecipient assumes all responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete the project. Subrecipient assumes and undertakes all duties, acts, and responsibilities of the City in the Agreement attached as Attachment \*\*.

The City liaison for this Agreement is Thomas Hazen, Grant and Program Administrator, (406)455-8471, thazen@greatfallsmt.net. All requests for information, assistance, and reports shall be submitted to the CITY liaison.

SECTION 4. PROJECT SCOPE. The scope of work for this project is described in Attachment A and incorporated herein by this reference. Supporting documents and attachments from the Technology Upgrades to Ozark Club at CCHS/THM Application dated 7/14/2022 are also

incorporated herein by this reference. In the event content in the application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement text takes precedence.

**SECTION 5. PROJECT BUDGET.** A project budget showing anticipated expenditures is provided in Attachment B and incorporated herein by this reference. All transfers of funds between budget categories require written notification and approval from the City liaison.

**SECTION 6. AVAILABILITY OF FUNDS.** Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603 of the Act, as amended by ARPA, and Treasury's regulations implementing that section and guidance. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award. Subrecipient may use funds provided under this award to cover direct administrative costs. Direct costs are those that are identified specifically as costs of implementing the LFRF program objectives, such as contract support, materials, and supplies for a project. Subrecipient may not use funds to cover indirect administrative costs. Indirect administrative costs are general overhead costs of an organization where a portion of such costs are allocable to the LFRF award such as the cost of facilities or administrative functions like a director's office.

Subrecipient may not use funds for pensions or to offset revenue resulting from a tax cut enacted since March 3, 2021. This award shall be subject to recoupment from Subrecipient as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible this section shall survive termination of this Agreement.

6.1 A final Montana Environmental Policy Act (MEPA) (§75-1-101 et seq., MCA; 36.2503 ARM) decision notice must be approved by the City before going to bid or proceeding with activities that have environmental impacts. Reimbursement will be declined for activities not approved under the MEPA decision notice.

6.2 The City must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the City's continuation of performance of this Agreement in a subsequent fiscal period (18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Agreement (whether at an initial payment level or any increases to that initial level) in subsequent fiscal periods, the City shall terminate this Agreement as required by law. The City shall provide the Subrecipient with the date the State's termination shall take effect. The City shall not be liable to the Subrecipient for any payment that would have been payable had the Agreement not been terminated under this provision. The City shall be liable to the Subrecipient only for the payment, or prorated portion of that payment, owed to the Subrecipient up to the date the City's termination takes effect. This is the Subrecipient's sole remedy.

The City shall not be liable to the Subrecipient for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

**SECTION 7. DISBURSEMENTS.** The City will issue checks for disbursements weekly on Wednesday. To receive payment, Subrecipient must submit claims for funds to The City. Funds can only be expended for work described in **SECTION 4. SCOPE OF WORK.** In order to receive



payment, The Subrecipient shall submit an itemized accounting of grant expenses incurred. Receipts, vendor invoices, inspection certificates, in-kind labor, and other documentation of costs incurred shall be submitted with the claims. The City will verify the claims and check them against the reports required in SECTION 8. REPORTS and the budget provided in SECTION 5. PROJECT BUDGET. Review of disbursement requests will take a minimum of five (5) business days. The City will disburse grant funds to the Subrecipient upon approval and to the extent available. Reimbursement of Subrecipient expenditures will only be made for expenses included in the budget provided in SECTION 5. PROJECT BUDGET and that are clearly and accurately supported by the Subrecipient's reports to The City. Total payment for all purposes under this Agreement shall not exceed **\$56,595.00**.

- 7.1 Reimbursement requests for work performed during the term of this Agreement must be submitted to the City liaison within 90 calendar days after the expiration of this Agreement to receive payment.
- 7.2 The City may withhold 10 percent of the total authorized grant amount until all the tasks outlined in SECTION 4. PROJECT SCOPE and the final report required by SECTION 8. REPORTS are completed and approved by the City.
- 7.3 The Subrecipient is solely responsible for any costs and for expenses incurred in excess of the grant amount or that are incurred without the City's approval.

SECTION 8. REPORTS. The Subrecipient is responsible for submitting quarterly project updates, a final report and a signed Certificate of Compliance to the City at project completion in accordance with all requirements stated in Attachment C. Pictures of the project site before, during, and after construction will be provided to the City liaison with reports or upon request. Because images may be used for publicity as well as project documentation, the Subrecipient must acquire any release(s) necessary for the government's right to use as provided in SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE.

- 8.1 Quarterly progress reports for the quarters ending each March, June, September, and December shall be submitted to the City liaison during the term of this Agreement. The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. Reports must include the information included in Attachment C. Quarterly reports must be submitted to the City liaison within 10 calendar days following the close of the quarterly period. No claims for disbursements will be honored if a required report has not been approved or if there is a delinquent report.
- 8.2 The Subrecipient is required to submit a final report upon project completion. Reports must include the information included in Attachment Q. Failure to provide the reports as required is cause for termination of this Agreement or withholding of future grant payments. Final disbursement of grant funds is contingent upon the City's receipt and approval of a report that meets requirements described in Attachment C and signed statements of completion (if applicable) and statement of compliance. Final reports must be submitted to the City within 90 days after the Agreement termination date.
- 8.3 Recipient agrees to comply with any additional reporting obligations established by The United States Department of the Treasury, as it relates to this award.

**SECTION 9. RECORDS AND AUDITS.** Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The City, the Montana legislative auditor, the United States Department of the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Subrecipient in order to conduct audits or other investigations. Records shall be maintained by the Subrecipient for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Recipients and subrecipients that expend more than \$750,000.00 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and the Montana Single Audit Act (Title 2, chapter 7, MCA).

The Subrecipient shall maintain for the purposes of this Agreement an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board."

**SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING.** The City, or its agents, may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with this Agreement, including the adequacy of records and accounts. This grant is publicly funded and requires the Subrecipient to accommodate all requests for public access to the site and the project records with due consideration for safety, private property rights, and convenience for all parties.

**SECTION 11. EMPLOYMENT STATUS AND WORKERS COMPENSATION.** The project is for the benefit of the Subrecipient. The City is not an owner or general contractor for the project and The City does not control the work activities, worksite of the Subrecipient, or any contractors that might be engaged in the completion of the project.

The Subrecipient is independent from and is not an employee, officer, or agent of the The City . The Subrecipient, its employees, and contractors are not covered by the Workers' Compensation laws applicable to The City as an employer. The Subrecipient is responsible for providing employees Workers' Compensation Insurance and that its contractors are following the coverage provisions of the Workers' Compensation Act.

**SECTION 12. EQUAL EMPLOYMENT.** In accordance with §49-3-207, MCA, and Executive Order No. 04-2016, Grantee agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

**SECTION 13. DEFENSE INDEMNITY, LIABILITY AND INSURANCE.** Subrecipient shall protect, defend, indemnify, and save harmless The City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, penalties, fines, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Subrecipient's employees and agents, its subrecipients, its subrecipient's employees and agents, its subcontractors, or assigns, or third parties on account of property damage, personal injury, bodily injury, death,

violation of or non-compliance with any laws, regulations, or rules, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of, in connection with, or on account of this Agreement, any act or omission of Subrecipient, or any act or omission of Subrecipient's officers, agents, employees, subrecipients subcontractors, or assigns,. The Subrecipient obligations under this Section 13 survive termination or expiration of this Agreement.

Subrecipient must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA, against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Subrecipient, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The City, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the City. Subrecipient shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. Note: if "occurrence" coverage is unavailable or cost prohibitive, "claims made" coverage may be provided if the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.

**SECTION 14. COMPLIANCE WITH APPLICABLE LAWS.** All work must be in accordance with all federal, state and local law, statutes, rules, and ordinances.

14.1 It shall be the Subrecipient's responsibility to obtain all permits, licenses, or authorizations required from government authorities prior to initiation of the project or required to be obtained by the time of completion of the project to be eligible for reimbursement funds under this Agreement. Permits or authorizations may include but are not limited to: Beneficial Water Use Permits (§85-2-302(1), MCA), Change in Appropriation Right Authorization (§85-2-402(1)(a), MCA) or other requirement under the Montana Water Use Act that may apply; Sage Grouse Habitat (Executive Order 21-2015), 310 permitting requirements, City of Great Falls building or other permits as set forth in the Official Code of the City of Great Falls, or other permits or authorizations that may be required by state, local, or federal agencies prior to beginning work on the project or prior to completion of the project.

14.2 Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The award of an agreement, or by Subrecipient entering into this Agreement, shall not be taken to imply that any required

permits or authorizations issued by The City or other state, federal, or local agency will be approved. The City may review any procurement solicitations that Subrecipient issues. The City's review and comments will not constitute an approval of the solicitation. Regardless of the City's review, the Subrecipient remains bound by all applicable laws, regulations, and Contract terms. If during its review, the City identifies any deficiencies, then the City shall communicate those deficiencies to the Subrecipient within seven business days of identifying them.

Subrecipient shall comply with applicable state prevailing wage laws (§§ 8-2-401 to -432, MCA).

14.3 It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, chapter 1, MCA; 36.2503 ARM); and provide all required information requested by the City related to any required MEPA decision.

#### 14.4 Compliance with Applicable Federal Law and Regulations

Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Subrecipient must comply with Treasury compliance and reporting guidance: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-ReportingGuidance.pdf>.

- a. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to part 200 is hereby incorporated by reference.
  - vi. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. part 20.

- vii. New Restrictions on Lobbying, 31 C.F.R. part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. SS 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- b. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. SS 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. S 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. SS 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto.
  - vi. The Architectural Barriers Act of 1968, as amended (42 U.S.C. S 4151 et seq.);
  - vii. The Uniform Federal Accessibility Standards (I-FAS), as published by the United States Access Board;
  - viii. The Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA and certain related federal environmental laws, statutes, regulations, and Executive Orders found in 7 C.F.R. 1970; the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 C.F.R. part 10. The Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
  - ix. The Telecommunications Act of 1996, as amended (Pub. L. 104-104, 110 Stat. 56 (1996)); and
  - xii. The Communications Assistance for Law Enforcement Act (47 U.S.C. § 1001 et seq.).
- b. The Subrecipient, sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients and subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes

protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, and herein incorporated by reference and made a part of this agreement.

**SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE.** Any graphic, photographic, or other material developed under this Agreement may be copyrighted with the proviso that the City will have a royalty free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for government purposes.

**SECTION 16. ACKNOWLEDGMENT OF SUPPORT.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of Great Falls through the State of Montana by the U.S. Department of the Treasury."

**SECTION 17. CONFLICTS OF INTEREST.** Recipient and subrecipient understand and agree they must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

**SECTION 18. REMEDIAL ACTIONS.** In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of subsequent future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act and any additional payments may be subject to withholding as provided in sections 603(b)(6)(A)(ii)(III) of the Act.

**SECTION 19. HATCH ACT.** Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

**SECTION 20. FALSE STATEMENTS.** Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

**SECTION 21. DEBTS OWED TO THE FEDERAL GOVERNMENT.**

21.1 Any funds paid to Subrecipient: (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient, shall constitute a debt to the federal government.

21.2 Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's

initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

**SECTION 22. DISCLAIMER.**

- 22.1 The City of Great Falls expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- 22.2 The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the City of Great Falls and Subrecipient.

**SECTION 23. PROTECTIONS FOR WHISTLEBLOWERS.**

- 23.1 In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- 23.2 The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of the City of Great Falls, Subrecipient, contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.
- 23.3 Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. The City may request from Subrecipient copies of the information it provides its employees.

**SECTION 24. INCREASING SEAT BELT USE IN THE UNITED STATES.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

**SECTION 25. REDUCING TEXT MESSAGING WHILE DRIVING.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient and subrecipient should encourage its employees, sub-subrecipients, and contractors to adopt and enforce policies that ban text

messaging while driving, and Recipient and subrecipients should establish workplace safety policies to decrease accidents caused by distracted drivers.

**SECTION 26. FAILURE TO COMPLY BREACH DEFAULT REMEDIES.**

26.1 If the Subrecipient fails to comply with the terms and conditions of this Agreement or reasonable directives from The City, The City may terminate this Agreement and refuse disbursement of any additional funds from this grant. Further, in the event of such termination, the Subrecipient shall immediately pay over to the The City all unexpected funds together with all interest earned on the monies provided or herein remaining unexpended at such time. Such termination will become a consideration in any future application for funds from the The City.

26.2 The occurrence of any of the following events is a Subrecipient breach under this Agreement:

- i. Failure of the Subrecipient or its contractors, subcontractors, or subrecipient entities to follow an Agreement term or condition; or
- ii. The Subrecipient makes an intentionally untrue statement or materially misleading certification in this Agreement or the Application; or
- iii. Any Subrecipient breach/default specified in another section of this Agreement.

26.3 Upon the occurrence and identification of a breach, The City shall issue a written notice of breach, identifying the nature of the breach, and providing 30 calendar days (or a lesser or additional time as may be agreed to by the parties) in which the Subrecipient shall have an opportunity to cure the breach. The parties will attempt in good faith to resolve all disputes, disagreements or claims relating to this Agreement.

However, if The City determines that a public safety issue or an immediate public crisis exists, The City will not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part if the City, in its sole discretion reasonably exercised, determines that it is reasonably necessary to preserve public safety or prevent an immediate public crisis. Time allowed for cure does not diminish or eliminate Subrecipient's liability for damages.

26.4 If Subrecipient fails to cure the breach within the period specified in the written notice, Subrecipient is in default of its obligations, and the City may, in addition to any other remedies under law, exercise any or all the following remedies:

- i. Pursue any remedy provided by law or this Agreement, including requesting repayment of funds; and
- ii. Terminate the Agreement or applicable portions that are the subject of the breach in the Agreement; and
- iii. Suspend Subrecipient's performance; and
- iv. Withhold applicable payment until the default is remedied.

26.5 If termination occurs under this Section, any costs incurred will be the Subrecipient's responsibility.



**SECTION 27. ASSIGNMENT AND AMENDMENT.** This Agreement is not assignable. Amendment may be accomplished only by express written agreement of the parties. Amendments will be attached as an integral component of this Agreement.

**SECTION 28. SUBCONTRACTING**

- (a) The Subrecipient may subcontract any portion of this Contract to accomplish the completion of the Project. However, Subrecipient accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract. The Subrecipient may not otherwise assign or transfer any portion of this Contract without the express written consent of the City.
- (b) The Subrecipient's assignment or subcontract of this Contract or any portion thereof under this section or Section 27, neither makes the City a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the City. No contractual relationships exist between any subcontractor or assignee and the City.
- (c) The Subrecipient must immediately notify the City of any litigation concerning any assignment or subcontract of this Contract or any portion thereof.

**SECTION 28. MONTANA LAW AND VENUE.** Any action or judicial proceeding for enforcement of the terms of this Agreement shall be instituted only in the courts of Montana and shall be governed by the laws of Montana. Venue shall be in the Eighth Judicial District, Cascade County, Montana. Each party will bear their own costs and attorney's fees. A tribal government, by executing this Agreement, hereby waives any right it may have of tribal government immunity from suit on any issue specifically arising from the transaction of this Agreement and the Subrecipient waives any right to exhaust tribal remedies.

**SECTION 29. WAIVER.** A waiver of any particular provision of this Agreement by the City shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the City from insisting on strict compliance with this Agreement in other circumstances.

**SECTION 30. ENTIRE AGREEMENT.** These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings.

The Subrecipient, Cascade County Historical Society Dba: The History Museum, hereby accepts this grant ARSA2302 according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

I further certify that the project or activity complies with all applicable state, local, and federal laws and regulations.

I further certify that I am authorized to enter into and sign a binding Agreement with the City of Great Falls.

A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature.

By: Kristi Scott 1/19/2023  
Subrecipient Signature Date

Kristi Scott, Executive Director  
Print Name and Title

For

Cascade County Historical Society, DBA: The History Museum  
Entity Name

810362958  
Tax ID #

HXKUY7919KU7  
(Subrecipient Unique Entity Identifier):

For: The City of Great Falls

**CITY OF GREAT FALLS, MONTANA**

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

**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.**

**A. - Scope of Work – Cascade County Historical Society/The History  
Museum’s  
Technology Upgrades to Ozark Club**

**Background:** Cascade County Historical Society/The History Museum’s *Technology Upgrades to Ozark Club* project’s primary goal is to add updated technology in our Ozark Club event space. In the Ozark we host events, lectures, historic presentations, preservation workshops, fundraisers, rentals and exhibits on Great Falls and the surrounding area. Those that cannot attend events or meetings in person due to health concerns related to the COVID-19 pandemic but wish to attend virtually will be the main beneficiaries of this project. Allowing folks to spread out in the room while still seeing and hearing well, providing for remote access to programs for those with compromised immune systems or at-risk family members they do not wish to expose to COVID after attending a group meeting/event, and enhancing visitor experiences in our tourism related non-profit with better quality sound and visuals, benefits our tourism business that has suffered fiscally due to the pandemic.

**Scope of Work:** Adequate speakers to disperse sound, updated mixers and microphones for clarity, an LED smart projector to replace our current one, (with nearly obsolete bulbs,) larger screen for enhanced imaging, cameras to facilitate hybrid meetings and recording programs, mounts, cables, and enhanced cyber security will accomplish our goal in a well thought out manner.

**Schedule:** Within 90 days of signed award we plan to have a contract signed with a sound engineer who will assist in ordering the electronics. By March 2023 equipment should be coming in and electrician will be hired. Installation work will begin June 2023 (currently says Sept 20, 2022 in application) at our Great Falls location, (422 2<sup>nd</sup> St South,) and be completed by September 8, 2023 (application stated March 31, 2023.)

GRANT AGREEMENT BETWEEN THE CITY OF GREAT FALLS AND Great Falls Tourism Business Improvement District.

THIS SUBAWARD (also referenced as "Grant Agreement" or "Agreement"), is administered by the The City of Great Falls (The City), a Montana municipal corporation, hereinafter referred to as the City, and is accepted by Great Falls Tourism Business Improvement District, hereinafter referred to as the Subrecipient and represented by <Rebecca Engum, Executive Director, 15 Overlook Drive, Great Falls MT, 59405, (406)761-4436, rebecca@visitgreatfalls.org. Both parties agree to the following terms and conditions:

**SECTION 1. PURPOSE.** Title VI of the Social Security Act (42 § U.S.C. 801 et seq.) (the Act) was amended by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), to add section 603, which authorizes the Treasury to make payments to certain local governments from the Coronavirus Local Fiscal Recovery Fund ("ARPA funds"). The State of Montana received the funds on May 24, 2021. The purpose of this Grant Agreement ("Agreement") is to establish mutually agreeable terms and conditions, specifications, and requirements to grant ARPA funds to the Subrecipient for Great Falls Montana Tourism Master Plan.

**SECTION 2. TERM.** The effective date of this Agreement is the date of last signing and ends Enter date no later than September 30, 2026. As set forth in United States Department of Treasury's (Treasury) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Final Rule (Coronavirus State and Local Fiscal Recovery Funds, 31 CFR Part 35) ("Rule"), effective as of April 1, 2022, Subrecipient may use award funds to cover eligible costs incurred during the period that began on March 3, 2021 and ends on December 31, 2026. This agreement remains in effect until all reporting requirements as described in **SECTION 8. REPORTS** have been received by THE CITY.

**SECTION 3. THE PARTIES' ROLES.** The City is administering funds allocated by the United States Federal Government to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The City will monitor project expenditures to assure payment eligibility. The City assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete a project.

The Subrecipient will administer the funds allocated by the City to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The Subrecipient assumes all responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete the project. Subrecipient assumes and undertakes all duties, acts, and responsibilities of the City in the Agreement attached as Attachment \*\*.

The City liaison for this Agreement is Thomas Hazen, Grant and Program Administrator, (406)455-8471, thazen@greatfallsmt.net. All requests for information, assistance, and reports shall be submitted to the CITY liaison.

**SECTION 4. PROJECT SCOPE.** The scope of work for this project is described in Attachment A and incorporated herein by this reference. Supporting documents and attachments from the Great Falls Montana Tourism Master Plan and Incentive Fund Application dated July 15<sup>th</sup> 2022 are also

incorporated herein by this reference. In the event content in the application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement text takes precedence.

**SECTION 5. PROJECT BUDGET.** A project budget showing anticipated expenditures is provided in Attachment B and incorporated herein by this reference. All transfers of funds between budget categories require written notification and approval from the City liaison.

**SECTION 6. AVAILABILITY OF FUNDS.** Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603 of the Act, as amended by ARPA, and Treasury's regulations implementing that section and guidance. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award. Subrecipient may use funds provided under this award to cover direct administrative costs. Direct costs are those that are identified specifically as costs of implementing the LFRF program objectives, such as contract support, materials, and supplies for a project. Subrecipient may not use funds to cover indirect administrative costs. Indirect administrative costs are general overhead costs of an organization where a portion of such costs are allocable to the LFRF award such as the cost of facilities or administrative functions like a director's office.

Subrecipient may not use funds for pensions or to offset revenue resulting from a tax cut enacted since March 3, 2021. This award shall be subject to recoupment from Subrecipient as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible this section shall survive termination of this Agreement.

6.1 A final Montana Environmental Policy Act (MEPA) (§75-1-101 et seq., MCA; 36.2503 ARM) decision notice must be approved by the City before going to bid or proceeding with activities that have environmental impacts. Reimbursement will be declined for activities not approved under the MEPA decision notice.

6.2 The City must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the City's continuation of performance of this Agreement in a subsequent fiscal period (18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Agreement (whether at an initial payment level or any increases to that initial level) in subsequent fiscal periods, the City shall terminate this Agreement as required by law. The City shall provide the Subrecipient with the date the State's termination shall take effect. The City shall not be liable to the Subrecipient for any payment that would have been payable had the Agreement not been terminated under this provision. The City shall be liable to the Subrecipient only for the payment, or prorated portion of that payment, owed to the Subrecipient up to the date the City's termination takes effect. This is the Subrecipient's sole remedy.

The City shall not be liable to the Subrecipient for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

**SECTION 7. DISBURSEMENTS.** The City will issue checks for disbursements weekly on Wednesday. To receive payment, Subrecipient must submit claims for funds to The City. Funds can only be expended for work described in **SECTION 4. SCOPE OF WORK.** In order to receive

payment, The Subrecipient shall submit an itemized accounting of grant expenses incurred. Receipts, vendor invoices, inspection certificates, in-kind labor, and other documentation of costs incurred shall be submitted with the claims. The City will verify the claims and check them against the reports required in SECTION 8. REPORTS and the budget provided in SECTION 5. PROJECT BUDGET. Review of disbursement requests will take a minimum of five (5) business days. The City will disburse grant funds to the Subrecipient upon approval and to the extent available. Reimbursement of Subrecipient expenditures will only be made for expenses included in the budget provided in SECTION 5. PROJECT BUDGET and that are clearly and accurately supported by the Subrecipient's reports to The City. Total payment for all purposes under this Agreement shall not exceed **\$215,000.00**.

- 7.1 Reimbursement requests for work performed during the term of this Agreement must be submitted to the City liaison within 90 calendar days after the expiration of this Agreement to receive payment.
- 7.2 The City may withhold 10 percent of the total authorized grant amount until all the tasks outlined in SECTION 4. PROJECT SCOPE and the final report required by SECTION 8. REPORTS are completed and approved by the City.
- 7.3 The Subrecipient is solely responsible for any costs and for expenses incurred in excess of the grant amount or that are incurred without the City's approval.

SECTION 8. REPORTS. The Subrecipient is responsible for submitting quarterly project updates, a final report and a signed Certificate of Compliance to the City at project completion in accordance with all requirements stated in Attachment C. Pictures of the project site before, during, and after construction will be provided to the City liaison with reports or upon request. Because images may be used for publicity as well as project documentation, the Subrecipient must acquire any release(s) necessary for the government's right to use as provided in SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE.

- 8.1 Quarterly progress reports for the quarters ending each March, June, September, and December shall be submitted to the City liaison during the term of this Agreement. The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. Reports must include the information included in Attachment C. Quarterly reports must be submitted to the City liaison within 10 calendar days following the close of the quarterly period. No claims for disbursements will be honored if a required report has not been approved or if there is a delinquent report.
- 8.2 The Subrecipient is required to submit a final report upon project completion. Reports must include the information included in Attachment Q. Failure to provide the reports as required is cause for termination of this Agreement or withholding of future grant payments. Final disbursement of grant funds is contingent upon the City's receipt and approval of a report that meets requirements described in Attachment C and signed statements of completion (if applicable) and statement of compliance. Final reports must be submitted to the City within 90 days after the Agreement termination date.
- 8.3 Recipient agrees to comply with any additional reporting obligations established by The United States Department of the Treasury, as it relates to this award.

**SECTION 9. RECORDS AND AUDITS.** Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The City, the Montana legislative auditor, the United States Department of the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Subrecipient in order to conduct audits or other investigations. Records shall be maintained by the Subrecipient for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Recipients and subrecipients that expend more than \$750,000.00 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and the Montana Single Audit Act (Title 2, chapter 7, MCA).

The Subrecipient shall maintain for the purposes of this Agreement an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board."

**SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING.** The City, or its agents, may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with this Agreement, including the adequacy of records and accounts. This grant is publicly funded and requires the Subrecipient to accommodate all requests for public access to the site and the project records with due consideration for safety, private property rights, and convenience for all parties.

**SECTION 11. EMPLOYMENT STATUS AND WORKERS COMPENSATION.** The project is for the benefit of the Subrecipient. The City is not an owner or general contractor for the project and The City does not control the work activities, worksite of the Subrecipient, or any contractors that might be engaged in the completion of the project.

The Subrecipient is independent from and is not an employee, officer, or agent of the The City. The Subrecipient, its employees, and contractors are not covered by the Workers' Compensation laws applicable to The City as an employer. The Subrecipient is responsible for providing employees Workers' Compensation Insurance and that its contractors are following the coverage provisions of the Workers' Compensation Act.

**SECTION 12. EQUAL EMPLOYMENT.** In accordance with §49-3-207, MCA, and Executive Order No. 04-2016, Grantee agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

**SECTION 13. DEFENSE INDEMNITY, LIABILITY AND INSURANCE.** Subrecipient shall protect, defend, indemnify, and save harmless The City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, penalties, fines, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Subrecipient's employees and agents, its subrecipients, its subrecipient's employees and agents, its subcontractors, or assigns, or third parties on account of property damage, personal injury, bodily injury, death,



violation of or non-compliance with any laws, regulations, or rules, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of, in connection with, or on account of this Agreement, any act or omission of Subrecipient, or any act or omission of Subrecipient's officers, agents, employees, subrecipients subcontractors, or assigns,. The Subrecipient obligations under this Section 13 survive termination or expiration of this Agreement.

Subrecipient must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA, against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Subrecipient, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The City, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the City. Subrecipient shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. Note: if "occurrence" coverage is unavailable or cost prohibitive, "claims made" coverage may be provided if the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.

**SECTION 14. COMPLIANCE WITH APPLICABLE LAWS.** All work must be in accordance with all federal, state and local law, statutes, rules, and ordinances.

14.1 It shall be the Subrecipient's responsibility to obtain all permits, licenses, or authorizations required from government authorities prior to initiation of the project or required to be obtained by the time of completion of the project to be eligible for reimbursement funds under this Agreement. Permits or authorizations may include but are not limited to: Beneficial Water Use Permits (§85-2-302(1), MCA), Change in Appropriation Right Authorization (§85-2-402(1)(a), MCA) or other requirement under the Montana Water Use Act that may apply; Sage Grouse Habitat (Executive Order 21-2015), 310 permitting requirements, City of Great Falls building or other permits as set forth in the Official Code of the City of Great Falls, or other permits or authorizations that may be required by state, local, or federal agencies prior to beginning work on the project or prior to completion of the project.

14.2 Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The award of an agreement, or by Subrecipient entering into this Agreement, shall not be taken to imply that any required

permits or authorizations issued by The City or other state, federal, or local agency will be approved. The City may review any procurement solicitations that Subrecipient issues. The The City's review and comments will not constitute an approval of the solicitation. Regardless of the The City's review, the Subrecipient remains bound by all applicable laws, regulations, and Contract terms. If during its review, the The City's identifies any deficiencies, then The City shall communicate those deficiencies to the Subrecipient within seven business days of identifying them.

Subrecipient shall comply with applicable state prevailing wage laws (§§ 8-2-401 to -432, MCA).

14.3 It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, chapter 1, MCA; 36.2503 ARM); and provide all required information requested by the The City related to any required MEPA decision.

#### 14.4 Compliance with Applicable Federal Law and Regulations

Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Subrecipient must comply with Treasury compliance and reporting guidance: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-ReportingGuidance.pdf>.

- a. Federal regulations applicable to this award include, without limitation, the following:
- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to part 200 is hereby incorporated by reference.
  - vi. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. part 20.

- vii. New Restrictions on Lobbying, 31 C.F.R. part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. SS 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- b. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. SS 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. S 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. SS 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto.
  - vi. The Architectural Barriers Act of 1968, as amended (42 U.S.C. S 4151 et seq.);
  - vii. The Uniform Federal Accessibility Standards (I-FAS), as published by the United States Access Board;
  - viii. The Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA and certain related federal environmental laws, statutes, regulations, and Executive Orders found in 7 C.F.R. 1970; the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 C.F.R. part 10. The Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
  - ix. The Telecommunications Act of 1996, as amended (Pub. L. 104-104, 110 Stat. 56 (1996)); and
  - xii. The Communications Assistance for Law Enforcement Act (47 U.S.C. § 1001 et seq.).
- b. The Subrecipient, sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients and subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes

protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, and herein incorporated by reference and made a part of this agreement.

**SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE.** Any graphic, photographic, or other material developed under this Agreement may be copyrighted with the proviso that the City will have a royalty free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for government purposes.

**SECTION 16. ACKNOWLEDGMENT OF SUPPORT.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of Great Falls through the State of Montana by the U.S. Department of the Treasury."

**SECTION 17. CONFLICTS OF INTEREST.** Recipient and subrecipient understand and agree they must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

**SECTION 18. REMEDIAL ACTIONS.** In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of subsequent future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act and any additional payments may be subject to withholding as provided in sections 603(b)(6)(A)(ii)(III) of the Act.

**SECTION 19. HATCH ACT.** Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

**SECTION 20. FALSE STATEMENTS.** Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

**SECTION 21. DEBTS OWED TO THE FEDERAL GOVERNMENT**

21.1 Any funds paid to Subrecipient: (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient, shall constitute a debt to the federal government.

21.2 Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's

initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

#### SECTION 22. DISCLAIMER.

- 22.1 The City of Great Falls expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- 22.2 The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the City of Great Falls and Subrecipient.

#### SECTION 23. PROTECTIONS FOR WHISTLEBLOWERS.

- 23.1 In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- 23.2 The list of persons and entities referenced in the paragraph above includes the following:
- i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of the City of Great Falls, Subrecipient, contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.
- 23.3 Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. The City may request from Subrecipient copies of the information it provides its employees.

SECTION 24. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

SECTION 25. REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient and subrecipient should encourage its employees, sub-subrecipients, and contractors to adopt and enforce policies that ban text

messaging while driving, and Recipient and subrecipients should establish workplace safety policies to decrease accidents caused by distracted drivers.

**SECTION 26. FAILURE TO COMPLY BREACH DEFAULT REMEDIES.**

26.1 If the Subrecipient fails to comply with the terms and conditions of this Agreement or reasonable directives from The City, The City may terminate this Agreement and refuse disbursement of any additional funds from this grant. Further, in the event of such termination, the Subrecipient shall immediately pay over to the The City all unexpected funds together with all interest earned on the monies provided or herein remaining unexpended at such time. Such termination will become a consideration in any future application for funds from the The City.

26.2 The occurrence of any of the following events is a Subrecipient breach under this Agreement:

- i. Failure of the Subrecipient or its contractors, subcontractors, or subrecipient entities to follow an Agreement term or condition; or
- ii. The Subrecipient makes an intentionally untrue statement or materially misleading certification in this Agreement or the Application; or
- iii. Any Subrecipient breach/default specified in another section of this Agreement.

26.3 Upon the occurrence and identification of a breach, The City shall issue a written notice of breach, identifying the nature of the breach, and providing 30 calendar days (or a lesser or additional time as may be agreed to by the parties) in which the Subrecipient shall have an opportunity to cure the breach. The parties will attempt in good faith to resolve all disputes, disagreements or claims relating to this Agreement.

However, if The City determines that a public safety issue or an immediate public crisis exists, The City will not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part if the City, in its sole discretion reasonably exercised, determines that it is reasonably necessary to preserve public safety or prevent an immediate public crisis. Time allowed for cure does not diminish or eliminate Subrecipient's liability for damages.

26.4 If Subrecipient fails to cure the breach within the period specified in the written notice, Subrecipient is in default of its obligations, and the City may, in addition to any other remedies under law, exercise any or all the following remedies:

- i. Pursue any remedy provided by law or this Agreement, including requesting repayment of funds; and
- ii. Terminate the Agreement or applicable portions that are the subject of the breach in the Agreement; and
- iii. Suspend Subrecipient's performance; and
- iv. Withhold applicable payment until the default is remedied.

26.5 If termination occurs under this Section, any costs incurred will be the Subrecipient's responsibility.

**SECTION 27. ASSIGNMENT AND AMENDMENT.** This Agreement is not assignable. Amendment may be accomplished only by express written agreement of the parties. Amendments will be attached as an integral component of this Agreement.

**SECTION 28. SUBCONTRACTING**

- (a) The Subrecipient may subcontract any portion of this Contract to accomplish the completion of the Project. However, Subrecipient accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract. The Subrecipient may not otherwise assign or transfer any portion of this Contract without the express written consent of the City.
- (b) The Subrecipient's assignment or subcontract of this Contract or any portion thereof under this section or Section 27, neither makes the City a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the City. No contractual relationships exist between any subcontractor or assignee and the City.
- (c) The Subrecipient must immediately notify the City of any litigation concerning any assignment or subcontract of this Contract or any portion thereof.

**SECTION 28. MONTANA LAW AND VENUE.** Any action or judicial proceeding for enforcement of the terms of this Agreement shall be instituted only in the courts of Montana and shall be governed by the laws of Montana. Venue shall be in the Eighth Judicial District, Cascade County, Montana. Each party will bear their own costs and attorney's fees. A tribal government, by executing this Agreement, hereby waives any right it may have of tribal government immunity from suit on any issue specifically arising from the transaction of this Agreement and the Subrecipient waives any right to exhaust tribal remedies.

**SECTION 29. WAIVER.** A waiver of any particular provision of this Agreement by the City shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the City from insisting on strict compliance with this Agreement in other circumstances.

**SECTION 30. ENTIRE AGREEMENT.** These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings.

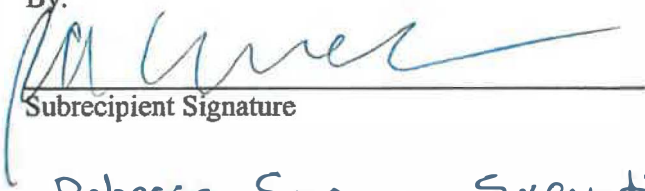
The Subrecipient, **Great Falls Tourism Business Improvement District**, hereby accepts this grant **ARSA2307** according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

I further certify that the project or activity complies with all applicable state, local, and federal laws and regulations.

I further certify that I am authorized to enter into and sign a binding Agreement with the City of Great Falls.

A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature.

By:

  
Subrecipient Signature

19 Jan 2023  
Date

Rebecca Engum, Executive Director  
Print Name and Title

For

Great Falls Montana Tourism  
Entity Name

26-4250561  
Tax ID #

NVNS6K1HKVZ3  
(Subrecipient Unique Entity Identifier):

For: The City of Great Falls



**CITY OF GREAT FALLS, MONTANA**

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

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.**

### **A. - Scope of Work - Tourism Strategic Master Plan**

#### **Background:**

The COVID-19 pandemic has forever changed the Tourism landscape for Great Falls, Montana. Great Falls Montana Tourism will lead the effort to research and analyze Great Falls' competitive advantages, market driven development that will improve the community's competitiveness to attract visitors with a focus on sustainable and resident palatable tourism growth, traveler segments and personas that are most likely to visit Great Falls and support tourism's growth, and the current and potential lodging and venues profile of Great Falls to determine strategic priorities, supported by objectives, strategies, and tactics that will have metrics to gauge our progress.

#### **Scope of Work:**

- Research and Analyze the Great Falls, Montana Tourism Industry
- Public forum for Resident input on tourism in Great Falls
- Development of Final Tourism Master Plan

#### **Schedule:**

February 2023 – Issue RFP

April 2023 - Secure consultants

September 2023 – Research and Analysis Complete

January 2023 – Draft Master Plan Delivered

March 2023 – Final Master Plan Delivered

**GRANT AGREEMENT BETWEEN THE CITY OF GREAT FALLS AND Helping Hands at First English Lutheran**

THIS SUBAWARD (also referenced as "Grant Agreement" or "Agreement"), is administered by the The City of Great Falls (The City), a Montana municipal corporation, hereinafter referred to as the City, and is accepted by Helping Hands, hereinafter referred to as the Subrecipient and represented by **Carrier Parker, Executive Director, 112 8<sup>th</sup> St N, Great Falls, MT 59401, (406)868-7882, hillmont@hotmail.com**. Both parties agree to the following terms and conditions:

**SECTION 1. PURPOSE.** Title VI of the Social Security Act (42 § U.S.C. 801 et seq.) (the Act) was amended by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), to add section 603, which authorizes the Treasury to make payments to certain local governments from the Coronavirus Local Fiscal Recovery Fund ("ARPA funds"). The State of Montana received the funds on May 24, 2021. The purpose of this Grant Agreement ("Agreement") is to establish mutually agreeable terms and conditions, specifications, and requirements to grant ARPA funds to the Subrecipient for **Helping Hands (Food Pantry)**.

**SECTION 2. TERM.** The effective date of this Agreement is the date of last signing and ends Enter date no later than September 30, 2026. As set forth in United States Department of Treasury's (Treasury) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Final Rule (Coronavirus State and Local Fiscal Recovery Funds, 31 CFR Part 35) ("Rule"), effective as of April 1, 2022, Subrecipient may use award funds to cover eligible costs incurred during the period that began on March 3, 2021 and ends on December 31, 2026. This agreement remains in effect until all reporting requirements as described in **SECTION 8. REPORTS** have been received by THE CITY.

**SECTION 3. THE PARTIES' ROLES.** The City is administering funds allocated by the United States Federal Government to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The City will monitor project expenditures to assure payment eligibility. The City assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete a project.

The Subrecipient will administer the funds allocated by the City to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The Subrecipient assumes all responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete the project. Subrecipient assumes and undertakes all duties, acts, and responsibilities of the City in the Agreement attached as Attachment \*\*.

The City liaison for this Agreement is Thomas Hazen, Grant and Program Administrator, (406)455-8471, thazen@greatfallsmt.net. All requests for information, assistance, and reports shall be submitted to the CITY liaison.

**SECTION 4. PROJECT SCOPE.** The scope of work for this project is described in Attachment A and incorporated herein by this reference. Supporting documents and attachments from the **Helping Hands Food Pantry** Application dated **July 14, 2022** are also incorporated herein by this

reference. In the event content in the application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement text takes precedence.

**SECTION 5. PROJECT BUDGET.** A project budget showing anticipated expenditures is provided in Attachment B and incorporated herein by this reference. All transfers of funds between budget categories require written notification and approval from the City liaison.

**SECTION 6. AVAILABILITY OF FUNDS.** Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603 of the Act, as amended by ARPA, and Treasury's regulations implementing that section and guidance. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award. Subrecipient may use funds provided under this award to cover direct administrative costs. Direct costs are those that are identified specifically as costs of implementing the LFRF program objectives, such as contract support, materials, and supplies for a project. Subrecipient may not use funds to cover indirect administrative costs. Indirect administrative costs are general overhead costs of an organization where a portion of such costs are allocable to the LFRF award such as the cost of facilities or administrative functions like a director's office.

Subrecipient may not use funds for pensions or to offset revenue resulting from a tax cut enacted since March 3, 2021. This award shall be subject to recoupment from Subrecipient as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible this section shall survive termination of this Agreement.

6.1 A final Montana Environmental Policy Act (MEPA) (§75-1-101 et seq., MCA; 36.2503 ARM) decision notice must be approved by the City before going to bid or proceeding with activities that have environmental impacts. Reimbursement will be declined for activities not approved under the MEPA decision notice.

6.2 The City must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the City's continuation of performance of this Agreement in a subsequent fiscal period (18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Agreement (whether at an initial payment level or any increases to that initial level) in subsequent fiscal periods, the City shall terminate this Agreement as required by law. The City shall provide the Subrecipient with the date the State's termination shall take effect. The City shall not be liable to the Subrecipient for any payment that would have been payable had the Agreement not been terminated under this provision. The City shall be liable to the Subrecipient only for the payment, or prorated portion of that payment, owed to the Subrecipient up to the date the City's termination takes effect. This is the Subrecipient's sole remedy.

The City shall not be liable to the Subrecipient for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

**SECTION 7. DISBURSEMENTS.** The City will issue checks for disbursements weekly on Wednesday. To receive payment, Subrecipient must submit claims for funds to The City. Funds can only be expended for work described in **SECTION 4. SCOPE OF WORK.** In order to receive

payment, The Subrecipient shall submit an itemized accounting of grant expenses incurred. Receipts, vendor invoices, inspection certificates, in-kind labor, and other documentation of costs incurred shall be submitted with the claims. The City will verify the claims and check them against the reports required in SECTION 8. REPORTS and the budget provided in SECTION 5. PROJECT BUDGET. Review of disbursement requests will take a minimum of five (5) business days. The City will disburse grant funds to the Subrecipient upon approval and to the extent available. Reimbursement of Subrecipient expenditures will only be made for expenses included in the budget provided in SECTION 5. PROJECT BUDGET and that are clearly and accurately supported by the Subrecipient's reports to The City. Total payment for all purposes under this Agreement shall not exceed **\$49,900.00**.

- 7.1 Reimbursement requests for work performed during the term of this Agreement must be submitted to the City liaison within 90 calendar days after the expiration of this Agreement to receive payment.
- 7.2 The City may withhold 10 percent of the total authorized grant amount until all the tasks outlined in SECTION 4. PROJECT SCOPE and the final report required by SECTION 8. REPORTS are completed and approved by the City.
- 7.3 The Subrecipient is solely responsible for any costs and for expenses incurred in excess of the grant amount or that are incurred without the City's approval.

SECTION 8. REPORTS. The Subrecipient is responsible for submitting quarterly project updates, a final report and a signed Certificate of Compliance to the City at project completion in accordance with all requirements stated in Attachment C. Pictures of the project site before, during, and after construction will be provided to the City liaison with reports or upon request. Because images may be used for publicity as well as project documentation, the Subrecipient must acquire any release(s) necessary for the government's right to use as provided in SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE.

- 8.1 Quarterly progress reports for the quarters ending each March, June, September, and December shall be submitted to the City liaison during the term of this Agreement. The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. Reports must include the information included in Attachment C. Quarterly reports must be submitted to the City liaison within 10 calendar days following the close of the quarterly period. No claims for disbursements will be honored if a required report has not been approved or if there is a delinquent report.
- 8.2 The Subrecipient is required to submit a final report upon project completion. Reports must include the information included in Attachment Q. Failure to provide the reports as required is cause for termination of this Agreement or withholding of future grant payments. Final disbursement of grant funds is contingent upon the City's receipt and approval of a report that meets requirements described in Attachment C and signed statements of completion (if applicable) and statement of compliance. Final reports must be submitted to the City within 90 days after the Agreement termination date.
- 8.3 Recipient agrees to comply with any additional reporting obligations established by The United States Department of the Treasury, as it relates to this award.

**SECTION 9. RECORDS AND AUDITS.** Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The City, the Montana legislative auditor, the United States Department of the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Subrecipient in order to conduct audits or other investigations. Records shall be maintained by the Subrecipient for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Recipients and subrecipients that expend more than \$750,000.00 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and the Montana Single Audit Act (Title 2, chapter 7, MCA).

The Subrecipient shall maintain for the purposes of this Agreement an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board."

**SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING.** The City, or its agents, may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with this Agreement, including the adequacy of records and accounts. This grant is publicly funded and requires the Subrecipient to accommodate all requests for public access to the site and the project records with due consideration for safety, private property rights, and convenience for all parties.

**SECTION 11. EMPLOYMENT STATUS AND WORKERS COMPENSATION.** The project is for the benefit of the Subrecipient. The City is not an owner or general contractor for the project and The City does not control the work activities, worksite of the Subrecipient, or any contractors that might be engaged in the completion of the project.

The Subrecipient is independent from and is not an employee, officer, or agent of the The City. The Subrecipient, its employees, and contractors are not covered by the Workers' Compensation laws applicable to The City as an employer. The Subrecipient is responsible for providing employees Workers' Compensation Insurance and that its contractors are following the coverage provisions of the Workers' Compensation Act.

**SECTION 12. EQUAL EMPLOYMENT.** In accordance with §49-3-207, MCA, and Executive Order No. 04-2016, Grantee agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

**SECTION 13. DEFENSE INDEMNITY, LIABILITY AND INSURANCE.** Subrecipient shall protect, defend, indemnify, and save harmless The City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, penalties, fines, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Subrecipient's employees and agents, its subrecipients, its subrecipient's employees and agents, its subcontractors, or assigns, or third parties on account of property damage, personal injury, bodily injury, death,

violation of or non-compliance with any laws, regulations, or rules, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of, in connection with, or on account of this Agreement, any act or omission of Subrecipient, or any act or omission of Subrecipient's officers, agents, employees, subrecipients subcontractors, or assigns,. The Subrecipient obligations under this Section 13 survive termination or expiration of this Agreement.

Subrecipient must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA, against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Subrecipient, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The City, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the City. Subrecipient shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. Note: if "occurrence" coverage is unavailable or cost prohibitive, "claims made" coverage may be provided if the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.

**SECTION 14. COMPLIANCE WITH APPLICABLE LAWS.** All work must be in accordance with all federal, state and local law, statutes, rules, and ordinances.

- 14.1 It shall be the Subrecipient's responsibility to obtain all permits, licenses, or authorizations required from government authorities prior to initiation of the project or required to be obtained by the time of completion of the project to be eligible for reimbursement funds under this Agreement. Permits or authorizations may include but are not limited to: Beneficial Water Use Permits (§85-2-302(1), MCA), Change in Appropriation Right Authorization (§85-2-402(1)(a), MCA) or other requirement under the Montana Water Use Act that may apply; Sage Grouse Habitat (Executive Order 21-2015), 310 permitting requirements, City of Great Falls building or other permits as set forth in the Official Code of the City of Great Falls, or other permits or authorizations that may be required by state, local, or federal agencies prior to beginning work on the project or prior to completion of the project.
- 14.2 Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The award of an agreement, or by Subrecipient entering into this Agreement, shall not be taken to imply that any required

permits or authorizations issued by The City or other state, federal, or local agency will be approved. The City may review any procurement solicitations that Subrecipient issues. The City's review and comments will not constitute an approval of the solicitation. Regardless of the City's review, the Subrecipient remains bound by all applicable laws, regulations, and Contract terms. If during its review, the City identifies any deficiencies, then the City shall communicate those deficiencies to the Subrecipient within seven business days of identifying them.

Subrecipient shall comply with applicable state prevailing wage laws (§§ 8-2-401 to -432, MCA).

- 14.3 It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, chapter 1, MCA; 36.2503 ARM); and provide all required information requested by the City related to any required MEPA decision.

#### 14.4 Compliance with Applicable Federal Law and Regulations

Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Subrecipient must comply with Treasury compliance and reporting guidance: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-ReportingGuidance.pdf>.

- a. Federal regulations applicable to this award include, without limitation, the following:
- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to part 200 is hereby incorporated by reference.
  - vi. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. part 20.



- vii. New Restrictions on Lobbying, 31 C.F.R. part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. SS 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- b. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. SS 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. S 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. SS 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto.
  - vi. The Architectural Barriers Act of 1968, as amended (42 U.S.C. S 4151 et seq.);
  - vii. The Uniform Federal Accessibility Standards (I-FAS), as published by the United States Access Board;
  - viii. The Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA and certain related federal environmental laws, statutes, regulations, and Executive Orders found in 7 C.F.R. 1970; the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 C.F.R. part 10. The Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
  - ix. The Telecommunications Act of 1996, as amended (Pub. L. 104-104, 110 Stat. 56 (1996)); and
  - xii. The Communications Assistance for Law Enforcement Act (47 U.S.C. § 1001 et seq.).
- b. The Subrecipient, sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients and subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes

protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, and herein incorporated by reference and made a part of this agreement.

**SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE.** Any graphic, photographic, or other material developed under this Agreement may be copyrighted with the proviso that the City will have a royalty free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for government purposes.

**SECTION 16. ACKNOWLEDGMENT OF SUPPORT.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of Great Falls through the State of Montana by the U.S. Department of the Treasury."

**SECTION 17. CONFLICTS OF INTEREST.** Recipient and subrecipient understand and agree they must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

**SECTION 18. REMEDIAL ACTIONS.** In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of subsequent future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act and any additional payments may be subject to withholding as provided in sections 603(b)(6)(A)(ii)(III) of the Act.

**SECTION 19. HATCH ACT.** Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

**SECTION 20. FALSE STATEMENTS.** Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

**SECTION 21. DEBTS OWED TO THE FEDERAL GOVERNMENT.**

21.1 Any funds paid to Subrecipient: (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient, shall constitute a debt to the federal government.

21.2 Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's

initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

#### SECTION 22. DISCLAIMER.

- 22.1 The City of Great Falls expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- 22.2 The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the City of Great Falls and Subrecipient.

#### SECTION 23. PROTECTIONS FOR WHISTLEBLOWERS.

- 23.1 In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- 23.2 The list of persons and entities referenced in the paragraph above includes the following:
- i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of the City of Great Falls, Subrecipient, contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.
- 23.3 Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. The City may request from Subrecipient copies of the information it provides its employees.

SECTION 24. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

SECTION 25. REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient and subrecipient should encourage its employees, sub-subrecipients, and contractors to adopt and enforce policies that ban text

messaging while driving, and Recipient and subrecipients should establish workplace safety policies to decrease accidents caused by distracted drivers.

**SECTION 26. FAILURE TO COMPLY BREACH DEFAULT REMEDIES.**

- 26.1 If the Subrecipient fails to comply with the terms and conditions of this Agreement or reasonable directives from The City, The City may terminate this Agreement and refuse disbursement of any additional funds from this grant. Further, in the event of such termination, the Subrecipient shall immediately pay over to the The City all unexpected funds together with all interest earned on the monies provided or herein remaining unexpended at such time. Such termination will become a consideration in any future application for funds from the The City.
- 26.2 The occurrence of any of the following events is a Subrecipient breach under this Agreement:
- i. Failure of the Subrecipient or its contractors, subcontractors, or subrecipient entities to follow an Agreement term or condition; or
  - ii. The Subrecipient makes an intentionally untrue statement or materially misleading certification in this Agreement or the Application; or
  - iii. Any Subrecipient breach/default specified in another section of this Agreement.
- 26.3 Upon the occurrence and identification of a breach, The City shall issue a written notice of breach, identifying the nature of the breach, and providing 30 calendar days (or a lesser or additional time as may be agreed to by the parties) in which the Subrecipient shall have an opportunity to cure the breach. The parties will attempt in good faith to resolve all disputes, disagreements or claims relating to this Agreement.
- However, if The City determines that a public safety issue or an immediate public crisis exists, The City will not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part if the City, in its sole discretion reasonably exercised, determines that it is reasonably necessary to preserve public safety or prevent an immediate public crisis. Time allowed for cure does not diminish or eliminate Subrecipient's liability for damages.
- 26.4 If Subrecipient fails to cure the breach within the period specified in the written notice, Subrecipient is in default of its obligations, and the City may, in addition to any other remedies under law, exercise any or all the following remedies:
- i. Pursue any remedy provided by law or this Agreement, including requesting repayment of funds; and
  - ii. Terminate the Agreement or applicable portions that are the subject of the breach in the Agreement; and
  - iii. Suspend Subrecipient's performance; and
  - iv. Withhold applicable payment until the default is remedied.
- 26.5 If termination occurs under this Section, any costs incurred will be the Subrecipient's responsibility.

**SECTION 27. ASSIGNMENT AND AMENDMENT.** This Agreement is not assignable. Amendment may be accomplished only by express written agreement of the parties. Amendments will be attached as an integral component of this Agreement.

**SECTION 28. SUBCONTRACTING**

- (a) The Subrecipient may subcontract any portion of this Contract to accomplish the completion of the Project. However, Subrecipient accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract. The Subrecipient may not otherwise assign or transfer any portion of this Contract without the express written consent of the City.
  
- (b) The Subrecipient's assignment or subcontract of this Contract or any portion thereof under this section or Section 27, neither makes the City a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the City. No contractual relationships exist between any subcontractor or assignee and the City.
  
- (c) The Subrecipient must immediately notify the City of any litigation concerning any assignment or subcontract of this Contract or any portion thereof.

**SECTION 28. MONTANA LAW AND VENUE.** Any action or judicial proceeding for enforcement of the terms of this Agreement shall be instituted only in the courts of Montana and shall be governed by the laws of Montana. Venue shall be in the Eighth Judicial District, Cascade County, Montana. Each party will bear their own costs and attorney's fees. A tribal government, by executing this Agreement, hereby waives any right it may have of tribal government immunity from suit on any issue specifically arising from the transaction of this Agreement and the Subrecipient waives any right to exhaust tribal remedies.

**SECTION 29. WAIVER.** A waiver of any particular provision of this Agreement by the City shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the City from insisting on strict compliance with this Agreement in other circumstances.

**SECTION 30. ENTIRE AGREEMENT.** These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings.

The Subrecipient, **Helping Hands at First English Lutheran**, hereby accepts this grant **ARSA2308** according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

I further certify that the project or activity complies with all applicable state, local, and federal laws and regulations.

I further certify that I am authorized to enter into and sign a binding Agreement with the City of Great Falls.

A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature.

By: *Carrie Parker* *1/10/23*  
Subrecipient Signature Date

*Carrie Parker, Director*  
Print Name and Title

For *Helping Hands*  
Entity Name

*81-0202232*  
Tax ID #

\_\_\_\_\_  
(Subrecipient Unique Entity Identifier):

For: The City of Great Falls

**CITY OF GREAT FALLS, MONTANA**

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

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.**

**A – Scope of Work - Helping Hands at First English Lutheran Helping Hands (Food Pantry)**

**Background:** Helping Hands is a 40 year old food pantry operating out of the parish house of First English Lutheran Church. We are located in an area with a high concentration of poverty, and currently feeding approximately 1000 people a month.

**Scope of Work:** Helping Hands provides weekly groceries, hygiene items, diapers, clothing, and cold weather gear to our guests. We work with other local agencies and are on the Continuum of Care to better serve and refer those in need.

**Schedule:** We are open on Saturdays, and purchase the majority of our food from the Great Falls Community Food Bank. The schedule for this work is on-going, as we do not anticipate the need declining in the foreseeable future.



GRANT AGREEMENT BETWEEN THE CITY OF GREAT FALLS AND Opportunities Inc.

THIS SUBAWARD (also referenced as "Grant Agreement" or "Agreement"), is administered by the The City of Great Falls (The City), a Montana municipal corporation, hereinafter referred to as the City, and is accepted by Opportunities Inc., hereinafter referred to as the Subrecipient and represented by Karla Seaman, Executive Director, 905 1<sup>st</sup> Ave. North, (406)761-0310, kseaman@gfoppinc.org. Both parties agree to the following terms and conditions:

**SECTION 1. PURPOSE.** Title VI of the Social Security Act (42 § U.S.C. 801 et seq.) (the Act) was amended by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), to add section 603, which authorizes the Treasury to make payments to certain local governments from the Coronavirus Local Fiscal Recovery Fund ("ARPA funds"). The State of Montana received the funds on May 24, 2021. The purpose of this Grant Agreement ("Agreement") is to establish mutually agreeable terms and conditions, specifications, and requirements to grant ARPA funds to the Subrecipient for **Facility Improvements for Safe and Confidential Service Delivery**.

**SECTION 2. TERM.** The effective date of this Agreement is the date of last signing and ends Enter date no later than September 30, 2026. As set forth in United States Department of Treasury's (Treasury) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Final Rule (Coronavirus State and Local Fiscal Recovery Funds, 31 CFR Part 35) ("Rule"), effective as of April 1, 2022, Subrecipient may use award funds to cover eligible costs incurred during the period that began on March 3, 2021 and ends on December 31, 2026. This agreement remains in effect until all reporting requirements as described in **SECTION 8. REPORTS** have been received by THE CITY.

**SECTION 3. THE PARTIES' ROLES.** The City is administering funds allocated by the United States Federal Government to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The City will monitor project expenditures to assure payment eligibility. The City assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete a project.

The Subrecipient will administer the funds allocated by the City to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The Subrecipient assumes all responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete the project. Subrecipient assumes and undertakes all duties, acts, and responsibilities of the City in the Agreement attached as Attachment \*\*.

The City liaison for this Agreement is Thomas Hazen, Grant and Program Administrator, (406)455-8471, thazen@greatfallsmt.net. All requests for information, assistance, and reports shall be submitted to the CITY liaison.

**SECTION 4. PROJECT SCOPE.** The scope of work for this project is described in Attachment A and incorporated herein by this reference. Supporting documents and attachments from the **Facility Improvements for Safe and Confidential Service Delivery Application dated July 15, 2022** are also incorporated herein by this reference. In the event content in the application differs from

or conflicts with terms presented elsewhere in this Agreement, this Agreement text takes precedence.

**SECTION 5. PROJECT BUDGET.** A project budget showing anticipated expenditures is provided in Attachment B and incorporated herein by this reference. All transfers of funds between budget categories require written notification and approval from the City liaison.

**SECTION 6. AVAILABILITY OF FUNDS.** Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603 of the Act, as amended by ARPA, and Treasury's regulations implementing that section and guidance. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award. Subrecipient may use funds provided under this award to cover direct administrative costs. Direct costs are those that are identified specifically as costs of implementing the LFRF program objectives, such as contract support, materials, and supplies for a project. Subrecipient may not use funds to cover indirect administrative costs. Indirect administrative costs are general overhead costs of an organization where a portion of such costs are allocable to the LFRF award such as the cost of facilities or administrative functions like a director's office.

Subrecipient may not use funds for pensions or to offset revenue resulting from a tax cut enacted since March 3, 2021. This award shall be subject to recoupment from Subrecipient as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible this section shall survive termination of this Agreement.

6.1 A final Montana Environmental Policy Act (MEPA) (§75-1-101 et seq., MCA; 36.2503 ARM) decision notice must be approved by the City before going to bid or proceeding with activities that have environmental impacts. Reimbursement will be declined for activities not approved under the MEPA decision notice.

6.2 The City must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the City's continuation of performance of this Agreement in a subsequent fiscal period (18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Agreement (whether at an initial payment level or any increases to that initial level) in subsequent fiscal periods, the City shall terminate this Agreement as required by law. The City shall provide the Subrecipient with the date the State's termination shall take effect. The City shall not be liable to the Subrecipient for any payment that would have been payable had the Agreement not been terminated under this provision. The City shall be liable to the Subrecipient only for the payment, or prorated portion of that payment, owed to the Subrecipient up to the date the City's termination takes effect. This is the Subrecipient's sole remedy.

The City shall not be liable to the Subrecipient for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

**SECTION 7. DISBURSEMENTS.** The City will issue checks for disbursements weekly on Wednesday. To receive payment, Subrecipient must submit claims for funds to The City. Funds can only be expended for work described in **SECTION 4. SCOPE OF WORK.** In order to receive

payment, The Subrecipient shall submit an itemized accounting of grant expenses incurred. Receipts, vendor invoices, inspection certificates, in-kind labor, and other documentation of costs incurred shall be submitted with the claims. The City will verify the claims and check them against the reports required in SECTION 8. REPORTS and the budget provided in SECTION 5. PROJECT BUDGET. Review of disbursement requests will take a minimum of five (5) business days. The City will disburse grant funds to the Subrecipient upon approval and to the extent available. Reimbursement of Subrecipient expenditures will only be made for expenses included in the budget provided in SECTION 5. PROJECT BUDGET and that are clearly and accurately supported by the Subrecipient's reports to The City. Total payment for all purposes under this Agreement shall not exceed **\$97,750.00**.

- 7.1 Reimbursement requests for work performed during the term of this Agreement must be submitted to the City liaison within 90 calendar days after the expiration of this Agreement to receive payment.
- 7.2 The City may withhold 10 percent of the total authorized grant amount until all the tasks outlined in SECTION 4. PROJECT SCOPE and the final report required by SECTION 8. REPORTS are completed and approved by the City.
- 7.3 The Subrecipient is solely responsible for any costs and for expenses incurred in excess of the grant amount or that are incurred without the City's approval.

SECTION 8. REPORTS. The Subrecipient is responsible for submitting quarterly project updates, a final report and a signed Certificate of Compliance to the City at project completion in accordance with all requirements stated in Attachment C. Pictures of the project site before, during, and after construction will be provided to the City liaison with reports or upon request. Because images may be used for publicity as well as project documentation, the Subrecipient must acquire any release(s) necessary for the government's right to use as provided in SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE.

- 8.1 Quarterly progress reports for the quarters ending each March, June, September, and December shall be submitted to the City liaison during the term of this Agreement. The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. Reports must include the information included in Attachment C. Quarterly reports must be submitted to the City liaison within 10 calendar days following the close of the quarterly period. No claims for disbursements will be honored if a required report has not been approved or if there is a delinquent report.
- 8.2 The Subrecipient is required to submit a final report upon project completion. Reports must include the information included in Attachment Q. Failure to provide the reports as required is cause for termination of this Agreement or withholding of future grant payments. Final disbursement of grant funds is contingent upon the City's receipt and approval of a report that meets requirements described in Attachment C and signed statements of completion (if applicable) and statement of compliance. Final reports must be submitted to the City within 90 days after the Agreement termination date.
- 8.3 Recipient agrees to comply with any additional reporting obligations established by The United States Department of the Treasury, as it relates to this award.

**SECTION 9. RECORDS AND AUDITS.** Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The City, the Montana legislative auditor, the United States Department of the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Subrecipient in order to conduct audits or other investigations. Records shall be maintained by the Subrecipient for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Recipients and subrecipients that expend more than \$750,000.00 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and the Montana Single Audit Act (Title 2, chapter 7, MCA).

The Subrecipient shall maintain for the purposes of this Agreement an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board."

**SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING.** The City, or its agents, may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with this Agreement, including the adequacy of records and accounts. This grant is publicly funded and requires the Subrecipient to accommodate all requests for public access to the site and the project records with due consideration for safety, private property rights, and convenience for all parties.

**SECTION 11. EMPLOYMENT STATUS AND WORKERS COMPENSATION.** The project is for the benefit of the Subrecipient. The City is not an owner or general contractor for the project and The City does not control the work activities, worksite of the Subrecipient, or any contractors that might be engaged in the completion of the project.

The Subrecipient is independent from and is not an employee, officer, or agent of the The City . The Subrecipient, its employees, and contractors are not covered by the Workers' Compensation laws applicable to The City as an employer. The Subrecipient is responsible for providing employees Workers' Compensation Insurance and that its contractors are following the coverage provisions of the Workers' Compensation Act.

**SECTION 12. EQUAL EMPLOYMENT.** In accordance with §49-3-207, MCA, and Executive Order No. 04-2016, Grantee agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

**SECTION 13. DEFENSE INDEMNITY, LIABILITY AND INSURANCE.** Subrecipient shall protect, defend, indemnify, and save harmless The City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, penalties, fines, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Subrecipient's employees and agents, its subrecipients, its subrecipient's employees and agents, its subcontractors, or assigns, or third parties on account of property damage, personal injury, bodily injury, death,

violation of or non-compliance with any laws, regulations, or rules, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of, in connection with, or on account of this Agreement, any act or omission of Subrecipient, or any act or omission of Subrecipient's officers, agents, employees, subrecipients subcontractors, or assigns,. The Subrecipient obligations under this Section 13 survive termination or expiration of this Agreement.

Subrecipient must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA, against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Subrecipient, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The City, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the City. Subrecipient shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. Note: if "occurrence" coverage is unavailable or cost prohibitive, "claims made" coverage may be provided if the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.

**SECTION 14. COMPLIANCE WITH APPLICABLE LAWS.** All work must be in accordance with all federal, state and local law, statutes, rules, and ordinances.

14.1 It shall be the Subrecipient's responsibility to obtain all permits, licenses, or authorizations required from government authorities prior to initiation of the project or required to be obtained by the time of completion of the project to be eligible for reimbursement funds under this Agreement. Permits or authorizations may include but are not limited to: Beneficial Water Use Permits (§85-2-302(1), MCA), Change in Appropriation Right Authorization (§85-2-402(1)(a), MCA) or other requirement under the Montana Water Use Act that may apply; Sage Grouse Habitat (Executive Order 21-2015), 310 permitting requirements, City of Great Falls building or other permits as set forth in the Official Code of the City of Great Falls, or other permits or authorizations that may be required by state, local, or federal agencies prior to beginning work on the project or prior to completion of the project.

14.2 Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The award of an agreement, or by Subrecipient entering into this Agreement, shall not be taken to imply that any required

permits or authorizations issued by The City or other state, federal, or local agency will be approved. The City may review any procurement solicitations that Subrecipient issues. The City's review and comments will not constitute an approval of the solicitation. Regardless of the City's review, the Subrecipient remains bound by all applicable laws, regulations, and Contract terms. If during its review, the City identifies any deficiencies, then the City shall communicate those deficiencies to the Subrecipient within seven business days of identifying them.

Subrecipient shall comply with applicable state prevailing wage laws (§§ 8-2-401 to -432, MCA).

14.3 It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, chapter 1, MCA; 36.2503 ARM); and provide all required information requested by the City related to any required MEPA decision.

#### 14.4 Compliance with Applicable Federal Law and Regulations

Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Subrecipient must comply with Treasury compliance and reporting guidance: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-ReportingGuidance.pdf>.

- a. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to part 200 is hereby incorporated by reference.
  - vi. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. part 20.

- vii. New Restrictions on Lobbying, 31 C.F.R. part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. SS 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- b. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. SS 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. S 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. SS 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto.
  - vi. The Architectural Barriers Act of 1968, as amended (42 U.S.C. S 4151 et seq.);
  - vii. The Uniform Federal Accessibility Standards (I-FAS), as published by the United States Access Board;
  - viii. The Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA and certain related federal environmental laws, statutes, regulations, and Executive Orders found in 7 C.F.R. 1970; the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 C.F.R. part 10. The Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
  - ix. The Telecommunications Act of 1996, as amended (Pub. L. 104-104, 110 Stat. 56 (1996)); and
  - xii. The Communications Assistance for Law Enforcement Act (47 U.S.C. § 1001 et seq.).
- b. The Subrecipient, sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients and subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes

protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, and herein incorporated by reference and made a part of this agreement.

**SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE.** Any graphic, photographic, or other material developed under this Agreement may be copyrighted with the proviso that the City will have a royalty free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for government purposes.

**SECTION 16. ACKNOWLEDGMENT OF SUPPORT.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of Great Falls through the State of Montana by the U.S. Department of the Treasury."

**SECTION 17. CONFLICTS OF INTEREST.** Recipient and subrecipient understand and agree they must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

**SECTION 18. REMEDIAL ACTIONS.** In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of subsequent future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act and any additional payments may be subject to withholding as provided in sections 603(b)(6)(A)(ii)(III) of the Act.

**SECTION 19. HATCH ACT.** Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

**SECTION 20. FALSE STATEMENTS.** Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

**SECTION 21. DEBTS OWED TO THE FEDERAL GOVERNMENT**

21.1 Any funds paid to Subrecipient: (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient, shall constitute a debt to the federal government.

21.2 Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's



initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

#### SECTION 22. DISCLAIMER.

- 22.1 The City of Great Falls expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- 22.2 The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the City of Great Falls and Subrecipient.

#### SECTION 23. PROTECTIONS FOR WHISTLEBLOWERS.

- 23.1 In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- 23.2 The list of persons and entities referenced in the paragraph above includes the following:
- i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of the City of Great Falls, Subrecipient, contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.
- 23.3 Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. The City may request from Subrecipient copies of the information it provides its employees.

SECTION 24. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

SECTION 25. REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient and subrecipient should encourage its employees, sub-subrecipients, and contractors to adopt and enforce policies that ban text

messaging while driving, and Recipient and subrecipients should establish workplace safety policies to decrease accidents caused by distracted drivers.

**SECTION 26. FAILURE TO COMPLY BREACH DEFAULT REMEDIES.**

- 26.1 If the Subrecipient fails to comply with the terms and conditions of this Agreement or reasonable directives from The City, The City may terminate this Agreement and refuse disbursement of any additional funds from this grant. Further, in the event of such termination, the Subrecipient shall immediately pay over to the The City all unexpected funds together with all interest earned on the monies provided or herein remaining unexpended at such time. Such termination will become a consideration in any future application for funds from the The City.
- 26.2 The occurrence of any of the following events is a Subrecipient breach under this Agreement:
- i. Failure of the Subrecipient or its contractors, subcontractors, or subrecipient entities to follow an Agreement term or condition; or
  - ii. The Subrecipient makes an intentionally untrue statement or materially misleading certification in this Agreement or the Application; or
  - iii. Any Subrecipient breach/default specified in another section of this Agreement.
- 26.3 Upon the occurrence and identification of a breach, The City shall issue a written notice of breach, identifying the nature of the breach, and providing 30 calendar days (or a lesser or additional time as may be agreed to by the parties) in which the Subrecipient shall have an opportunity to cure the breach. The parties will attempt in good faith to resolve all disputes, disagreements or claims relating to this Agreement.
- However, if The City determines that a public safety issue or an immediate public crisis exists, The City will not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part if the City, in its sole discretion reasonably exercised, determines that it is reasonably necessary to preserve public safety or prevent an immediate public crisis. Time allowed for cure does not diminish or eliminate Subrecipient's liability for damages.
- 26.4 If Subrecipient fails to cure the breach within the period specified in the written notice, Subrecipient is in default of its obligations, and the City may, in addition to any other remedies under law, exercise any or all the following remedies:
- i. Pursue any remedy provided by law or this Agreement, including requesting repayment of funds; and
  - ii. Terminate the Agreement or applicable portions that are the subject of the breach in the Agreement; and
  - iii. Suspend Subrecipient's performance; and
  - iv. Withhold applicable payment until the default is remedied.
- 26.5 If termination occurs under this Section, any costs incurred will be the Subrecipient's responsibility.

**SECTION 27. ASSIGNMENT AND AMENDMENT.** This Agreement is not assignable. Amendment may be accomplished only by express written agreement of the parties. Amendments will be attached as an integral component of this Agreement.

**SECTION 28. SUBCONTRACTING**

- (a) The Subrecipient may subcontract any portion of this Contract to accomplish the completion of the Project. However, Subrecipient accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract. The Subrecipient may not otherwise assign or transfer any portion of this Contract without the express written consent of the City.
- (b) The Subrecipient's assignment or subcontract of this Contract or any portion thereof under this section or Section 27, neither makes the City a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the City. No contractual relationships exist between any subcontractor or assignee and the City.
- (c) The Subrecipient must immediately notify the City of any litigation concerning any assignment or subcontract of this Contract or any portion thereof.

**SECTION 28. MONTANA LAW AND VENUE.** Any action or judicial proceeding for enforcement of the terms of this Agreement shall be instituted only in the courts of Montana and shall be governed by the laws of Montana. Venue shall be in the Eighth Judicial District, Cascade County, Montana. Each party will bear their own costs and attorney's fees. A tribal government, by executing this Agreement, hereby waives any right it may have of tribal government immunity from suit on any issue specifically arising from the transaction of this Agreement and the Subrecipient waives any right to exhaust tribal remedies.

**SECTION 29. WAIVER.** A waiver of any particular provision of this Agreement by the City shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the City from insisting on strict compliance with this Agreement in other circumstances.

**SECTION 30. ENTIRE AGREEMENT.** These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings.

The Subrecipient, **Opportunities Inc.**, hereby accepts this grant **ARSA2311** according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

I further certify that the project or activity complies with all applicable state, local, and federal laws and regulations.

I further certify that I am authorized to enter into and sign a binding Agreement with the City of Great Falls.

A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature.

By:

Karla Seaman  
Subrecipient Signature

1/26/23  
Date

Karla Seaman, Executive Director  
Print Name and Title

For

Opportunities, Inc.  
Entity Name

81-0295813  
Tax ID #

FKPSBYHBHEM9  
(Subrecipient Unique Entity Identifier):

For: The City of Great Falls

**CITY OF GREAT FALLS, MONTANA**

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

**ATTEST:**

\_\_\_\_\_  
Lisa Kunz, City Clerk (SEAL OF THE CITY)

**\*APPROVED AS TO FORM:**

By \_\_\_\_\_  
David G. Dennis, City Attorney

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

**A. Scope of Work**

Attached "A – Scope of Work; Opportunities , Inc. – Facility updates to provide safe and confidential service delivery."



# Opportunities, Inc.

Helping People. Changing Lives.

905 1st Avenue North Great Falls, MT 59401 • Ph: 406.761.0310 • Fax: 406.761.0363

## A - Scope of Work

Opportunities, Inc. – Facility updates to provide safe and confidential service delivery.

### **Background:**

Opportunities, Inc. will improve the physical space and layout of our housing service department located at 905 1<sup>st</sup> Ave. N. The Agency has received pandemic relief funds to provide increased access to housing and stabilization services. However, the Agency lacks the facilities conducive to providing these increased services in a safe and confidential environment. The funding will cover the costs of demolition and renovation inclusive of HVAC/Electrical/, framing, drywall, and finishing/painting. The renovation will ensure that Opportunities, Inc. has a safe and confidential environment to meet the needs of low-income individuals in our community.

Opportunities, Inc.'s current waiting room and office layout is insufficient in adequately meeting the needs of our clients. This reduces our capacity and ability to aid families in obtaining and maintaining safe and affordable housing. A renovation of our current space will not only allow for us to physically accommodate more families safely, but it will allow us to streamline the delivery of services and operate in a more efficient and confidential manner. The end result and benefit to the community is that our families can move from experiencing homelessness to being housed in a much quicker timeframe.

In addition to the issues in the waiting room, our current office space for our housing staff is made up of 5 small offices which are constructed with temporary  $\frac{3}{4}$  height walls and panels. As a result of the  $\frac{3}{4}$  height walls and panels, which do not extend to the ceiling, clients and staff do not have the space necessary to maintain the required level of confidentiality. Furthermore, the storage area for all staff to access is located in the same space as one of our Housing Navigators.

### **Scope of Work:**

The renovation will include remodeling the waiting area to allow the receptionist to have full view of clients and community members at all times; the waiting room will also be expanded to provide personal space for those waiting to receive services.

## **The Promise of Community Action**

Community Action changes people's lives, embodies the spirit of hope, improves communities, and makes America a better place to live. We care about the entire community, and we are dedicated to helping people help themselves and each other.

The renovation will also include building 4 permeant office spaces for our housing staff, providing a confidential meeting space for those we serve. As well as a training center/ meeting room this will be available to clients and the community.

Opportunities, Inc. requested funding in the amount of \$97,750 to cover the full cost of the facility improvements to the waiting area and housing office. These costs are based upon a quote from MRR. Any ancillary costs will be covered by Opportunities, Inc. This includes staff costs, overhead, bookkeeping, etc.

Attached is an illustration to provide a visual of the updates which will be made.

**Schedule:**

The following is the projected schedule for the remodel project at 905 1<sup>st</sup> Ave. N. which will provide a safe and confidential service delivery environment. Opportunities, Inc. acknowledges that this schedule maybe impacted by the availability of contractors, contractor's ability to get materials and supplies in a timely manner, and by the permitting process.

1. Development, publishing, review, and selection for the RFP for remodel project-**May 19, 2023**
2. Remodel work will begin-**June 12, 2023**
3. Remodel work will be completed-**October 31, 2023**



**GRANT AGREEMENT BETWEEN THE CITY OF GREAT FALLS AND Peace Place .**

THIS SUBAWARD (also referenced as "Grant Agreement" or "Agreement"), is administered by the The City of Great Falls (The City), a Montana municipal corporation, hereinafter referred to as the City, and is accepted by Peace Place, hereinafter referred to as the Subrecipient and represented by **K.C. Beall, Director of Administration, 1315 Central Ave Ste. B, Great Falls, MT 59401, (406)599-4695, kc@peaceplacegf.com**. Both parties agree to the following terms and conditions:

**SECTION 1. PURPOSE.** Title VI of the Social Security Act (42 § U.S.C. 801 et seq.) (the Act) was amended by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), to add section 603, which authorizes the Treasury to make payments to certain local governments from the Coronavirus Local Fiscal Recovery Fund ("ARPA funds"). The State of Montana received the funds on May 24, 2021. The purpose of this Grant Agreement ("Agreement") is to establish mutually agreeable terms and conditions, specifications, and requirements to grant ARPA funds to the Subrecipient for **Building Renovation Project**.

**SECTION 2. TERM.** The effective date of this Agreement is the date of last signing and ends Enter date no later than September 30, 2026. As set forth in United States Department of Treasury's (Treasury) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Final Rule (Coronavirus State and Local Fiscal Recovery Funds, 31 CFR Part 35) ("Rule"), effective as of April 1, 2022, Subrecipient may use award funds to cover eligible costs incurred during the period that began on March 3, 2021 and ends on December 31, 2026. This agreement remains in effect until all reporting requirements as described in **SECTION 8. REPORTS** have been received by THE CITY.

**SECTION 3. THE PARTIES' ROLES.** The City is administering funds allocated by the United States Federal Government to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The City will monitor project expenditures to assure payment eligibility. The City assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete a project.

The Subrecipient will administer the funds allocated by the City to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The Subrecipient assumes all responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete the project. Subrecipient assumes and undertakes all duties, acts, and responsibilities of the City in the Agreement attached as Attachment \*\*.

The City liaison for this Agreement is Thomas Hazen, Grant and Program Administrator, (406)455-8471, thazen@greatfallsmt.net. All requests for information, assistance, and reports shall be submitted to the CITY liaison.

**SECTION 4. PROJECT SCOPE.** The scope of work for this project is described in Attachment A and incorporated herein by this reference. Supporting documents and attachments from the Building Renovation Project Application dated July 15, 2022 are also incorporated herein by this reference. In the event content in the application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement text takes precedence.

**SECTION 5. PROJECT BUDGET.** A project budget showing anticipated expenditures is provided in Attachment B and incorporated herein by this reference. All transfers of funds between budget categories require written notification and approval from the City liaison.

**SECTION 6. AVAILABILITY OF FUNDS.** Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603 of the Act, as amended by ARPA, and Treasury's regulations implementing that section and guidance. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award. Subrecipient may use funds provided under this award to cover direct administrative costs. Direct costs are those that are identified specifically as costs of implementing the LFRF program objectives, such as contract support, materials, and supplies for a project. Subrecipient may not use funds to cover indirect administrative costs. Indirect administrative costs are general overhead costs of an organization where a portion of such costs are allocable to the LFRF award such as the cost of facilities or administrative functions like a director's office.

Subrecipient may not use funds for pensions or to offset revenue resulting from a tax cut enacted since March 3, 2021. This award shall be subject to recoupment from Subrecipient as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible this section shall survive termination of this Agreement.

- 6.1 A final Montana Environmental Policy Act (MEPA) (§75-1-101 et seq., MCA; 36.2503 ARM) decision notice must be approved by the City before going to bid or proceeding with activities that have environmental impacts. Reimbursement will be declined for activities not approved under the MEPA decision notice.
- 6.2 The City must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the City's continuation of performance of this Agreement in a subsequent fiscal period (18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Agreement (whether at an initial payment level or any increases to that initial level) in subsequent fiscal periods, the City shall terminate this Agreement as required by law. The City shall provide the Subrecipient with the date the State's termination shall take effect. The City shall not be liable to the Subrecipient for any payment that would have been payable had the Agreement not been terminated under this provision. The City shall be liable to the Subrecipient only for the payment, or prorated portion of that payment, owed to the Subrecipient up to the date the City's termination takes effect. This is the Subrecipient's sole remedy.

The City shall not be liable to the Subrecipient for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

**SECTION 7. DISBURSEMENTS.** The City will issue checks for disbursements weekly on Wednesday. To receive payment, Subrecipient must submit claims for funds to The City. Funds can only be expended for work described in **SECTION 4. SCOPE OF WORK.** In order to receive payment, The Subrecipient shall submit an itemized accounting of grant expenses incurred. Receipts, vendor invoices, inspection certificates, in-kind labor, and other documentation of costs incurred shall be submitted with the claims. The City will verify the claims and check them against

the reports required in SECTION 8. REPORTS and the budget provided in SECTION 5. PROJECT BUDGET. Review of disbursement requests will take a minimum of five (5) business days. The City will disburse grant funds to the Subrecipient upon approval and to the extent available. Reimbursement of Subrecipient expenditures will only be made for expenses included in the budget provided in SECTION 5. PROJECT BUDGET and that are clearly and accurately supported by the Subrecipient's reports to The City. Total payment for all purposes under this Agreement shall not exceed **\$375,000.00**.

- 7.1 Reimbursement requests for work performed during the term of this Agreement must be submitted to the City liaison within 90 calendar days after the expiration of this Agreement to receive payment.
- 7.2 The City may withhold 10 percent of the total authorized grant amount until all the tasks outlined in SECTION 4. PROJECT SCOPE and the final report required by SECTION 8. REPORTS are completed and approved by the City.
- 7.3 The Subrecipient is solely responsible for any costs and for expenses incurred in excess of the grant amount or that are incurred without the City's approval.

SECTION 8. REPORTS. The Subrecipient is responsible for submitting quarterly project updates, a final report and a signed Certificate of Compliance to the City at project completion in accordance with all requirements stated in Attachment C. Pictures of the project site before, during, and after construction will be provided to the City liaison with reports or upon request. Because images may be used for publicity as well as project documentation, the Subrecipient must acquire any release(s) necessary for the government's right to use as provided in SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE.

- 8.1 Quarterly progress reports for the quarters ending each March, June, September, and December shall be submitted to the City liaison during the term of this Agreement. The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. Reports must include the information included in Attachment C. Quarterly reports must be submitted to the City liaison within 10 calendar days following the close of the quarterly period. No claims for disbursements will be honored if a required report has not been approved or if there is a delinquent report.
- 8.2 The Subrecipient is required to submit a final report upon project completion. Reports must include the information included in Attachment Q. Failure to provide the reports as required is cause for termination of this Agreement or withholding of future grant payments. Final disbursement of grant funds is contingent upon the City's receipt and approval of a report that meets requirements described in Attachment C and signed statements of completion (if applicable) and statement of compliance. Final reports must be submitted to the City within 90 days after the Agreement termination date.
- 8.3 Recipient agrees to comply with any additional reporting obligations established by The United States Department of the Treasury, as it relates to this award.

SECTION 9. RECORDS AND AUDITS. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The City,

the Montana legislative auditor, the United States Department of the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Subrecipient in order to conduct audits or other investigations. Records shall be maintained by the Subrecipient for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Recipients and subrecipients that expend more than \$750,000.00 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and the Montana Single Audit Act (Title 2, chapter 7, MCA).

The Subrecipient shall maintain for the purposes of this Agreement an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board."

**SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING.** The City, or its agents, may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with this Agreement, including the adequacy of records and accounts. This grant is publicly funded and requires the Subrecipient to accommodate all requests for public access to the site and the project records with due consideration for safety, private property rights, and convenience for all parties.

**SECTION 11. EMPLOYMENT STATUS AND WORKERS COMPENSATION.** The project is for the benefit of the Subrecipient. The City is not an owner or general contractor for the project and The City does not control the work activities, worksite of the Subrecipient, or any contractors that might be engaged in the completion of the project.

The Subrecipient is independent from and is not an employee, officer, or agent of the The City . The Subrecipient, its employees, and contractors are not covered by the Workers' Compensation laws applicable to The City as an employer. The Subrecipient is responsible for providing employees Workers' Compensation Insurance and that its contractors are following the coverage provisions of the Workers' Compensation Act.

**SECTION 12. EQUAL EMPLOYMENT.** In accordance with §49-3-207, MCA, and Executive Order No. 04-2016, Grantee agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

**SECTION 13. DEFENSE INDEMNITY, LIABILITY AND INSURANCE.** Subrecipient shall protect, defend, indemnify, and save harmless The City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, penalties, fines, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Subrecipient's employees and agents, its subrecipients, its subrecipient's employees and agents, its subcontractors, or assigns, or third parties on account of property damage, personal injury, bodily injury, death, violation of or non-compliance with any laws, regulations, or rules, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of, in connection with, or on account of this Agreement, any act or omission of Subrecipient, or any act or omission of

Subrecipient's officers, agents, employees, subrecipients subcontractors, or assigns,. The Subrecipient obligations under this Section 13 survive termination or expiration of this Agreement.

Subrecipient must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA, against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Subrecipient, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The City, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the City. Subrecipient shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. Note: if "occurrence" coverage is unavailable or cost prohibitive, "claims made" coverage may be provided if the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.

**SECTION 14. COMPLIANCE WITH APPLICABLE LAWS.** All work must be in accordance with all federal, state and local law, statutes, rules, and ordinances.

14.1 It shall be the Subrecipient's responsibility to obtain all permits, licenses, or authorizations required from government authorities prior to initiation of the project or required to be obtained by the time of completion of the project to be eligible for reimbursement funds under this Agreement. Permits or authorizations may include but are not limited to: Beneficial Water Use Permits (§85-2-302(1), MCA), Change in Appropriation Right Authorization (§85-2-402(1)(a), MCA) or other requirement under the Montana Water Use Act that may apply; Sage Grouse Habitat (Executive Order 21-2015), 310 permitting requirements, City of Great Falls building or other permits as set forth in the Official Code of the City of Great Falls, or other permits or authorizations that may be required by state, local, or federal agencies prior to beginning work on the project or prior to completion of the project.

14.2 Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The award of an agreement, or by Subrecipient entering into this Agreement, shall not be taken to imply that any required permits or authorizations issued by The City or other state, federal, or local agency will be approved. The City may review any procurement solicitations that Subrecipient issues. The The City's review and comments will not constitute an approval of the solicitation.

Regardless of the The City's review, the Subrecipient remains bound by all applicable laws, regulations, and Contract terms. If during its review, the The City's identifies any deficiencies, then The City shall communicate those deficiencies to the Subrecipient within seven business days of identifying them.

Subrecipient shall comply with applicable state prevailing wage laws (§§ 8-2-401 to -432, MCA).

14.3 It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, chapter 1, MCA; 36.2503 ARM); and provide all required information requested by the The City related to any required MEPA decision.

#### 14.4 Compliance with Applicable Federal Law and Regulations

Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Subrecipient must comply with Treasury compliance and reporting guidance: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-ReportingGuidance.pdf>.

- a. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix X11 to part 200 is hereby incorporated by reference.
  - vi. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. SS 4601-4655) and implementing regulations.

- ix. Generally applicable federal environmental laws and regulations.
- b. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. SS 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. S 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. SS 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto.
  - vi. The Architectural Barriers Act of 1968, as amended (42 U.S.C. S 4151 et seq.);
  - vii. The Uniform Federal Accessibility Standards (I-FAS), as published by the United States Access Board;
  - viii. The Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA and certain related federal environmental laws, statutes, regulations, and Executive Orders found in 7 C.F.R. 1970; the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 C.F.R. part 10. The Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
  - ix. The Telecommunications Act of 1996, as amended (Pub. L. 104-104, 110 Stat. 56 (1996)); and
  - xii. The Communications Assistance for Law Enforcement Act (47 U.S.C. § 1001 et seq.).
- b. The Subrecipient, sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients and subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the

Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, and herein incorporated by reference and made a part of this agreement.

**SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE.** Any graphic, photographic, or other material developed under this Agreement may be copyrighted with the proviso that the City will have a royalty free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for government purposes.

**SECTION 16. ACKNOWLEDGMENT OF SUPPORT.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of Great Falls through the State of Montana by the U.S. Department of the Treasury."

**SECTION 17. CONFLICTS OF INTEREST.** Recipient and subrecipient understand and agree they must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

**SECTION 18. REMEDIAL ACTIONS.** In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of subsequent future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act and any additional payments may be subject to withholding as provided in sections 603(b)(6)(A)(ii)(III) of the Act.

**SECTION 19. HATCH ACT.** Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

**SECTION 20. FALSE STATEMENTS.** Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

**SECTION 21. DEBTS OWED TO THE FEDERAL GOVERNMENT.**

21.1 Any funds paid to Subrecipient: (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient, shall constitute a debt to the federal government.

21.2 Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made



or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

**SECTION 22. DISCLAIMER.**

22.1 The City of Great Falls expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

22.2 The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the City of Great Falls and Subrecipient.

**SECTION 23. PROTECTIONS FOR WHISTLEBLOWERS.**

23.1 In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

23.2 The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of the City of Great Falls, Subrecipient, contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.

23.3 Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. The City may request from Subrecipient copies of the information it provides its employees.

**SECTION 24. INCREASING SEAT BELT USE IN THE UNITED STATES.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

**SECTION 25. REDUCING TEXT MESSAGING WHILE DRIVING.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient and subrecipient should encourage its employees, sub-subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient and subrecipients should establish workplace safety policies to decrease accidents caused by distracted drivers.

**SECTION 26. FAILURE TO COMPLY BREACH DEFAULT REMEDIES.**

26.1 If the Subrecipient fails to comply with the terms and conditions of this Agreement or reasonable directives from The City, The City may terminate this Agreement and refuse disbursement of any additional funds from this grant. Further, in the event of such termination, the Subrecipient shall immediately pay over to the The City all unexpected funds together with all interest earned on the monies provided or herein remaining unexpended at such time. Such termination will become a consideration in any future application for funds from the The City.

26.2 The occurrence of any of the following events is a Subrecipient breach under this Agreement:

- i. Failure of the Subrecipient or its contractors, subcontractors, or subrecipient entities to follow an Agreement term or condition; or
- ii. The Subrecipient makes an intentionally untrue statement or materially misleading certification in this Agreement or the Application; or
- iii. Any Subrecipient breach/default specified in another section of this Agreement.

26.3 Upon the occurrence and identification of a breach, The City shall issue a written notice of breach, identifying the nature of the breach, and providing 30 calendar days (or a lesser or additional time as may be agreed to by the parties) in which the Subrecipient shall have an opportunity to cure the breach. The parties will attempt in good faith to resolve all disputes, disagreements or claims relating to this Agreement.

However, if The City determines that a public safety issue or an immediate public crisis exists, The City will not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part if the City, in its sole discretion reasonably exercised, determines that it is reasonably necessary to preserve public safety or prevent an immediate public crisis. Time allowed for cure does not diminish or eliminate Subrecipient's liability for damages.

26.4 If Subrecipient fails to cure the breach within the period specified in the written notice, Subrecipient is in default of its obligations, and the City may, in addition to any other remedies under law, exercise any or all the following remedies:

- i. Pursue any remedy provided by law or this Agreement, including requesting repayment of funds; and
- ii. Terminate the Agreement or applicable portions that are the subject of the breach in the Agreement; and
- iii. Suspend Subrecipient's performance; and
- iv. Withhold applicable payment until the default is remedied.

26.5 If termination occurs under this Section, any costs incurred will be the Subrecipient's responsibility.

**SECTION 27. ASSIGNMENT AND AMENDMENT.** This Agreement is not assignable. Amendment may be accomplished only by express written agreement of the parties. Amendments will be attached as an integral component of this Agreement.

**SECTION 28. SUBCONTRACTING**

- (a) The Subrecipient may subcontract any portion of this Contract to accomplish the completion of the Project. However, Subrecipient accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract. The Subrecipient may not otherwise assign or transfer any portion of this Contract without the express written consent of the City.
- (b) The Subrecipient's assignment or subcontract of this Contract or any portion thereof under this section or Section 27, neither makes the City a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the City. No contractual relationships exist between any subcontractor or assignee and the City.
- (c) The Subrecipient must immediately notify the City of any litigation concerning any assignment or subcontract of this Contract or any portion thereof.

**SECTION 28. MONTANA LAW AND VENUE.** Any action or judicial proceeding for enforcement of the terms of this Agreement shall be instituted only in the courts of Montana and shall be governed by the laws of Montana. Venue shall be in the Eighth Judicial District, Cascade County, Montana. Each party will bear their own costs and attorney's fees. A tribal government, by executing this Agreement, hereby waives any right it may have of tribal government immunity from suit on any issue specifically arising from the transaction of this Agreement and the Subrecipient waives any right to exhaust tribal remedies.

**SECTION 29. WAIVER.** A waiver of any particular provision of this Agreement by the City shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the City from insisting on strict compliance with this Agreement in other circumstances.

**SECTION 30. ENTIRE AGREEMENT.** These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings.

The Subrecipient, Peace Place, hereby accepts this grant ARSA2312 according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

I further certify that the project or activity complies with all applicable state, local, and federal laws and regulations.

I further certify that I am authorized to enter into and sign a binding Agreement with the City of Great Falls.

A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature.

By:

KC Beall  
Subrecipient Signature

1/29/2023  
Date

KC Beall / Director of Administration  
Print Name and Title

For

Peace Place  
Entity Name

47-4206296  
Tax ID #

CBXWUA8UGXMS  
(Subrecipient Unique Entity Identifier):

For: The City of Great Falls

**CITY OF GREAT FALLS, MONTANA**

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

**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.**

**A - Scope of Work –  
Peace Place Building Renovation Project**

**Background:** The primary goal of this project is to renovate a downtown building, located within a Qualified Census Tract (519 4<sup>th</sup> Ave S), to provide a safe, healthy environment for our community's children, particularly those with special needs, by providing more high-quality childcare slots and a Reverse Inclusion Preschool as part of our Peace Place programming. The renovations will be designed to better meet all of our needs- a safe space that is accommodating for children of all abilities and sensitive to their sensory sensitivities (quiet, subdued lighting, etc.) The current footprint of Peace Place is approximately 2,469 square feet. The proposed program would give us 5,068 square feet, allowing us to help a greater number of children at any given time.

**Scope of Work:** Changing the occupancy at the property at 519 4<sup>th</sup> Ave S from a B to an I-4 and all required design changes to meet current IBC 2018 code issues.

**Supplies, Materials, and Labor:** Includes 2-3 exterior doors (handicapped-accessible); 1-2 secured interior doors (handicapped accessible); 6-8 windows; new framing/drywall; new electrical; air circulation system; plumbing and fixtures for 3 new bathrooms; plumbing, fixtures, cabinets, counters, and appliances for a kitchen; stackable washer/dryer; lights (sensory-friendly and energy-efficient); cosmetic work (new flooring and paint throughout).

**Architectural Costs:** Includes 3-D renderings of the space, 5% of total renovation costs.

**Security Measures:** buzz-in system, door alarms, panic alarms, hard-wired smoke alarms, and monitoring.

**Outdoor Playground:** Handicapped-accessible play equipment; resurfacing of the play area; secure fencing with emergency egress.

**Furnishings/Décor:** cabinets, tables and chairs, lounge chairs, end tables, kitchen stools, desks, bookshelves, etc.

**Schedule:** After receiving the signed contract from the City of Great Falls, work will commence immediately. All supplies for construction will be ordered. Framing can begin right away, and the new doors and windows will be installed once they are available. Interior work in the classroom/gym areas and security system to be completed by an expected date of September 1, 2023. Work may continue on the upstairs area (offices and conference room) and the outdoor playground, with an expected final completion date of September 1, 2024, and furnishings will be purchased by that date, as well.

GRANT AGREEMENT BETWEEN THE CITY OF GREAT FALLS AND United Way of Cascade County.

THIS SUBAWARD (also referenced as "Grant Agreement" or "Agreement"), is administered by the The City of Great Falls (The City), a Montana municipal corporation, hereinafter referred to as the City, and is accepted by United Way of Cascade County, hereinafter referred to as the Subrecipient and represented by Gary Owen, President, 1900 32<sup>nd</sup> Ave NE, Great Falls, MT 59403, (406)727-3400, go@uwccmt.org. Both parties agree to the following terms and conditions:

SECTION 1. PURPOSE. Title VI of the Social Security Act (42 § U.S.C. 801 et seq.) (the Act) was amended by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), to add section 603, which authorizes the Treasury to make payments to certain local governments from the Coronavirus Local Fiscal Recovery Fund ("ARPA funds"). The State of Montana received the funds on May 24, 2021. The purpose of this Grant Agreement ("Agreement") is to establish mutually agreeable terms and conditions, specifications, and requirements to grant ARPA funds to the Subrecipient for Early Childhood Education and Development.

SECTION 2. TERM. The effective date of this Agreement is the date of last signing and ends Enter date no later than September 30, 2026. As set forth in United States Department of Treasury's (Treasury) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Final Rule (Coronavirus State and Local Fiscal Recovery Funds, 31 CFR Part 35) ("Rule"), effective as of April 1, 2022, Subrecipient may use award funds to cover eligible costs incurred during the period that began on March 3, 2021 and ends on December 31, 2026. This agreement remains in effect until all reporting requirements as described in SECTION 8. REPORTS have been received by THE CITY.

SECTION 3. THE PARTIES' ROLES. The City is administering funds allocated by the United States Federal Government to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The City will monitor project expenditures to assure payment eligibility. The City assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete a project.

The Subrecipient will administer the funds allocated by the City to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The Subrecipient assumes all responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete the project. Subrecipient assumes and undertakes all duties, acts, and responsibilities of the City in the Agreement attached as Attachment \*\*.

The City liaison for this Agreement is Thomas Hazen, Grant and Program Administrator, (406)455-8471, thazen@greatfallsmt.net. All requests for information, assistance, and reports shall be submitted to the CITY liaison.

SECTION 4. PROJECT SCOPE. The scope of work for this project is described in Attachment A and incorporated herein by this reference. Supporting documents and attachments from the Early Childhood Education and Development Application dated July 15, 2022 are also incorporated

herein by this reference. In the event content in the application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement text takes precedence.

SECTION 5. PROJECT BUDGET. A project budget showing anticipated expenditures is provided in Attachment B and incorporated herein by this reference. All transfers of funds between budget categories require written notification and approval from the City liaison.

SECTION 6. AVAILABILITY OF FUNDS. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603 of the Act, as amended by ARPA, and Treasury's regulations implementing that section and guidance. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award. Subrecipient may use funds provided under this award to cover direct administrative costs. Direct costs are those that are identified specifically as costs of implementing the LFRF program objectives, such as contract support, materials, and supplies for a project. Subrecipient may not use funds to cover indirect administrative costs. Indirect administrative costs are general overhead costs of an organization where a portion of such costs are allocable to the LFRF award such as the cost of facilities or administrative functions like a director's office.

Subrecipient may not use funds for pensions or to offset revenue resulting from a tax cut enacted since March 3, 2021. This award shall be subject to recoupment from Subrecipient as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible this section shall survive termination of this Agreement.

- 6.1 A final Montana Environmental Policy Act (MEPA) (§75-1-101 et seq., MCA; 36.2503 ARM) decision notice must be approved by the City before going to bid or proceeding with activities that have environmental impacts. Reimbursement will be declined for activities not approved under the MEPA decision notice.
- 6.2 The City must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the City's continuation of performance of this Agreement in a subsequent fiscal period (18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Agreement (whether at an initial payment level or any increases to that initial level) in subsequent fiscal periods, the City shall terminate this Agreement as required by law. The City shall provide the Subrecipient with the date the State's termination shall take effect. The City shall not be liable to the Subrecipient for any payment that would have been payable had the Agreement not been terminated under this provision. The City shall be liable to the Subrecipient only for the payment, or prorated portion of that payment, owed to the Subrecipient up to the date the City's termination takes effect. This is the Subrecipient's sole remedy.

The City shall not be liable to the Subrecipient for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

SECTION 7. DISBURSEMENTS. The City will issue checks for disbursements weekly on Wednesday. To receive payment, Subrecipient must submit claims for funds to The City. Funds can only be expended for work described in SECTION 4. SCOPE OF WORK. In order to receive



payment, The Subrecipient shall submit an itemized accounting of grant expenses incurred. Receipts, vendor invoices, inspection certificates, in-kind labor, and other documentation of costs incurred shall be submitted with the claims. The City will verify the claims and check them against the reports required in SECTION 8. REPORTS and the budget provided in SECTION 5. PROJECT BUDGET. Review of disbursement requests will take a minimum of five (5) business days. The City will disburse grant funds to the Subrecipient upon approval and to the extent available. Reimbursement of Subrecipient expenditures will only be made for expenses included in the budget provided in SECTION 5. PROJECT BUDGET and that are clearly and accurately supported by the Subrecipient's reports to The City. Total payment for all purposes under this Agreement shall not exceed **\$85,000.00**.

- 7.1 Reimbursement requests for work performed during the term of this Agreement must be submitted to the City liaison within 90 calendar days after the expiration of this Agreement to receive payment.
- 7.2 The City may withhold 10 percent of the total authorized grant amount until all the tasks outlined in SECTION 4. PROJECT SCOPE and the final report required by SECTION 8. REPORTS are completed and approved by the City.
- 7.3 The Subrecipient is solely responsible for any costs and for expenses incurred in excess of the grant amount or that are incurred without the City's approval.

SECTION 8. REPORTS. The Subrecipient is responsible for submitting quarterly project updates, a final report and a signed Certificate of Compliance to the City at project completion in accordance with all requirements stated in Attachment C. Pictures of the project site before, during, and after construction will be provided to the City liaison with reports or upon request. Because images may be used for publicity as well as project documentation, the Subrecipient must acquire any release(s) necessary for the government's right to use as provided in SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE.

- 8.1 Quarterly progress reports for the quarters ending each March, June, September, and December shall be submitted to the City liaison during the term of this Agreement. The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. Reports must include the information included in Attachment C. Quarterly reports must be submitted to the City liaison within 10 calendar days following the close of the quarterly period. No claims for disbursements will be honored if a required report has not been approved or if there is a delinquent report.
- 8.2 The Subrecipient is required to submit a final report upon project completion. Reports must include the information included in Attachment Q. Failure to provide the reports as required is cause for termination of this Agreement or withholding of future grant payments. Final disbursement of grant funds is contingent upon the City's receipt and approval of a report that meets requirements described in Attachment C and signed statements of completion (if applicable) and statement of compliance. Final reports must be submitted to the City within 90 days after the Agreement termination date.
- 8.3 Recipient agrees to comply with any additional reporting obligations established by The United States Department of the Treasury, as it relates to this award.

SECTION 9. RECORDS AND AUDITS. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The City, the Montana legislative auditor, the United States Department of the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Subrecipient in order to conduct audits or other investigations. Records shall be maintained by the Subrecipient for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Recipients and subrecipients that expend more than \$750,000.00 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and the Montana Single Audit Act (Title 2, chapter 7, MCA).

The Subrecipient shall maintain for the purposes of this Agreement an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board."

SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING. The City, or its agents, may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with this Agreement, including the adequacy of records and accounts. This grant is publicly funded and requires the Subrecipient to accommodate all requests for public access to the site and the project records with due consideration for safety, private property rights, and convenience for all parties.

SECTION 11. EMPLOYMENT STATUS AND WORKERS COMPENSATION. The project is for the benefit of the Subrecipient. The City is not an owner or general contractor for the project and The City does not control the work activities, worksite of the Subrecipient, or any contractors that might be engaged in the completion of the project.

The Subrecipient is independent from and is not an employee, officer, or agent of the The City . The Subrecipient, its employees, and contractors are not covered by the Workers' Compensation laws applicable to The City as an employer. The Subrecipient is responsible for providing employees Workers' Compensation Insurance and that its contractors are following the coverage provisions of the Workers' Compensation Act.

SECTION 12. EQUAL EMPLOYMENT. In accordance with §49-3-207, MCA, and Executive Order No. 04-2016, Grantee agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

SECTION 13. DEFENSE INDEMNITY, LIABILITY AND INSURANCE. Subrecipient shall protect, defend, indemnify, and save harmless The City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, penalties, fines, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Subrecipient's employees and agents, its subrecipients, its subrecipient's employees and agents, its subcontractors, or assigns, or third parties on account of property damage, personal injury, bodily injury, death,

violation of or non-compliance with any laws, regulations, or rules, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of, in connection with, or on account of this Agreement, any act or omission of Subrecipient, or any act or omission of Subrecipient's officers, agents, employees, subrecipients subcontractors, or assigns,. The Subrecipient obligations under this Section 13 survive termination or expiration of this Agreement.

Subrecipient must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA, against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Subrecipient, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The City, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the City. Subrecipient shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. Note: if "occurrence" coverage is unavailable or cost prohibitive, "claims made" coverage may be provided if the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.

SECTION 14. COMPLIANCE WITH APPLICABLE LAWS. All work must be in accordance with all federal, state and local law, statutes, rules, and ordinances.

14.1 It shall be the Subrecipient's responsibility to obtain all permits, licenses, or authorizations required from government authorities prior to initiation of the project or required to be obtained by the time of completion of the project to be eligible for reimbursement funds under this Agreement. Permits or authorizations may include but are not limited to: Beneficial Water Use Permits (§85-2-302(1), MCA), Change in Appropriation Right Authorization (§85-2-402(1)(a), MCA) or other requirement under the Montana Water Use Act that may apply; Sage Grouse Habitat (Executive Order 21-2015), 310 permitting requirements, City of Great Falls building or other permits as set forth in the Official Code of the City of Great Falls, or other permits or authorizations that may be required by state, local, or federal agencies prior to beginning work on the project or prior to completion of the project.

14.2 Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The award of an agreement, or by Subrecipient entering into this Agreement, shall not be taken to imply that any required

permits or authorizations issued by The City or other state, federal, or local agency will be approved. The City may review any procurement solicitations that Subrecipient issues. The The City's review and comments will not constitute an approval of the solicitation. Regardless of the The City's review, the Subrecipient remains bound by all applicable laws, regulations, and Contract terms. If during its review, the The City's identifies any deficiencies, then The City shall communicate those deficiencies to the Subrecipient within seven business days of identifying them.

Subrecipient shall comply with applicable state prevailing wage laws (§§ 8-2-401 to -432, MCA).

14.3 It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, chapter 1, MCA; 36.2503 ARM); and provide all required information requested by the The City related to any required MEPA decision.

#### 14.4 Compliance with Applicable Federal Law and Regulations

Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Subrecipient must comply with Treasury compliance and reporting guidance: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-ReportingGuidance.pdf>.

- a. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. part 170, pursuant to which the award term set forth in Appendix A to 2 C.F. .R. part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to part 200 is hereby incorporated by reference.
  - vi. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. part 20.

- vii. New Restrictions on Lobbying, 31 C.F.R. part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. SS 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- b. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. SS 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. S 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. SS 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto.
  - vi. The Architectural Barriers Act of 1968, as amended (42 U.S.C. S 4151 et seq.);
  - vii. The Uniform Federal Accessibility Standards (I-FAS), as published by the United States Access Board;
  - viii. The Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA and certain related federal environmental laws, statutes, regulations, and Executive Orders found in 7 C.F.R. 1970; the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 C.F.R. part 10. The Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
  - ix. The Telecommunications Act of 1996, as amended (Pub. L. 104-104, 110 Stat. 56 (1996)); and
  - xii. The Communications Assistance for Law Enforcement Act (47 U.S.C. § 1001 et seq.).
- b. The Subrecipient, sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients and subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes

protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, and herein incorporated by reference and made a part of this agreement.

SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE. Any graphic, photographic, or other material developed under this Agreement may be copyrighted with the proviso that the City will have a royalty free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for government purposes.

SECTION 16. ACKNOWLEDGMENT OF SUPPORT. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of Great Falls through the State of Montana by the U.S. Department of the Treasury."

SECTION 17. CONFLICTS OF INTEREST. Recipient and subrecipient understand and agree they must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

SECTION 18. REMEDIAL ACTIONS. In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of subsequent future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act and any additional payments may be subject to withholding as provided in sections 603(b)(6)(A)(ii)(III) of the Act.

SECTION 19. HATCH ACT. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

SECTION 20. FALSE STATEMENTS. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

SECTION 21. DEBTS OWED TO THE FEDERAL GOVERNMENT.

21.1 Any funds paid to Subrecipient: (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient, shall constitute a debt to the federal government.

21.2 Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's

initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

SECTION 22. DISCLAIMER.

- 22.1 The City of Great Falls expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- 22.2 The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the City of Great Falls and Subrecipient.

SECTION 23. PROTECTIONS FOR WHISTLEBLOWERS.

- 23.1 In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- 23.2 The list of persons and entities referenced in the paragraph above includes the following:
- i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of the City of Great Falls, Subrecipient, contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.
- 23.3 Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. The City may request from Subrecipient copies of the information it provides its employees.

SECTION 24. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

SECTION 25. REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient and subrecipient should encourage its employees, sub-subrecipients, and contractors to adopt and enforce policies that ban text

messaging while driving, and Recipient and subrecipients should establish workplace safety policies to decrease accidents caused by distracted drivers.

SECTION 26. FAILURE TO COMPLY BREACH DEFAULT REMEDIES.

- 26.1 If the Subrecipient fails to comply with the terms and conditions of this Agreement or reasonable directives from The City, The City may terminate this Agreement and refuse disbursement of any additional funds from this grant. Further, in the event of such termination, the Subrecipient shall immediately pay over to the The City all unexpected funds together with all interest earned on the monies provided or herein remaining unexpended at such time. Such termination will become a consideration in any future application for funds from the The City.
- 26.2 The occurrence of any of the following events is a Subrecipient breach under this Agreement:
- i. Failure of the Subrecipient or its contractors, subcontractors, or subrecipient entities to follow an Agreement term or condition; or
  - ii. The Subrecipient makes an intentionally untrue statement or materially misleading certification in this Agreement or the Application; or
  - iii. Any Subrecipient breach/default specified in another section of this Agreement.
- 26.3 Upon the occurrence and identification of a breach, The City shall issue a written notice of breach, identifying the nature of the breach, and providing 30 calendar days (or a lesser or additional time as may be agreed to by the parties) in which the Subrecipient shall have an opportunity to cure the breach. The parties will attempt in good faith to resolve all disputes, disagreements or claims relating to this Agreement.
- However, if The City determines that a public safety issue or an immediate public crisis exists, The City will not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part if the City, in its sole discretion reasonably exercised, determines that it is reasonably necessary to preserve public safety or prevent an immediate public crisis. Time allowed for cure does not diminish or eliminate Subrecipient's liability for damages.
- 26.4 If Subrecipient fails to cure the breach within the period specified in the written notice, Subrecipient is in default of its obligations, and the City may, in addition to any other remedies under law, exercise any or all the following remedies:
- i. Pursue any remedy provided by law or this Agreement, including requesting repayment of funds; and
  - ii. Terminate the Agreement or applicable portions that are the subject of the breach in the Agreement; and
  - iii. Suspend Subrecipient's performance; and
  - iv. Withhold applicable payment until the default is remedied.
- 26.5 If termination occurs under this Section, any costs incurred will be the Subrecipient's responsibility.



SECTION 27. ASSIGNMENT AND AMENDMENT. This Agreement is not assignable. Amendment may be accomplished only by express written agreement of the parties. Amendments will be attached as an integral component of this Agreement.

SECTION 28. SUBCONTRACTING

- (a) The Subrecipient may subcontract any portion of this Contract to accomplish the completion of the Project. However, Subrecipient accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract. The Subrecipient may not otherwise assign or transfer any portion of this Contract without the express written consent of the City.
- (b) The Subrecipient's assignment or subcontract of this Contract or any portion thereof under this section or Section 27, neither makes the City a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the City. No contractual relationships exist between any subcontractor or assignee and the City.
- (c) The Subrecipient must immediately notify the City of any litigation concerning any assignment or subcontract of this Contract or any portion thereof.

SECTION 28. MONTANA LAW AND VENUE. Any action or judicial proceeding for enforcement of the terms of this Agreement shall be instituted only in the courts of Montana and shall be governed by the laws of Montana. Venue shall be in the Eighth Judicial District, Cascade County, Montana. Each party will bear their own costs and attorney's fees. A tribal government, by executing this Agreement, hereby waives any right it may have of tribal government immunity from suit on any issue specifically arising from the transaction of this Agreement and the Subrecipient waives any right to exhaust tribal remedies.

SECTION 29. WAIVER. A waiver of any particular provision of this Agreement by the City shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the City from insisting on strict compliance with this Agreement in other circumstances.

SECTION 30. ENTIRE AGREEMENT. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings.

The Subrecipient, United Way of Cascade County, hereby accepts this grant ARSA2313 according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

I further certify that the project or activity complies with all applicable state, local, and federal laws and regulations.

I further certify that I am authorized to enter into and sign a binding Agreement with the City of Great Falls.

A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature.

By:   
Subrecipient Signature

1/24/2023  
Date

Gary Owen, President  
Print Name and Title

For  
United Way of Cascade County  
Entity Name

81-0304170  
Tax ID #

XZLBZBXTCSJ6  
(Subrecipient Unique Entity Identifier):

For: The City of Great Falls

**CITY OF GREAT FALLS, MONTANA**

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

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.

**A. - Scope of Work**  
**United Way of Cascade County**  
**Early Childhood Education & Development**

**BACKGROUND:** Through our longstanding work with education leaders in our community, the need for a coordinated, comprehensive, and community-level effort around early childhood development has been prioritized. Children from low to moderate income families experience significantly reduced early learning outcomes due in part to the inability to access quality childcare. Since the inception of testing kindergartners entering GFPS in 2012, consistently between 25-30% have been below age-appropriate levels. In addition to the children and families impacted, businesses are experiencing a workforce shortage exacerbated by the childcare issue. A study conducted and published in the fall of 2021 for the Great Falls Development Authority documented the need for over 580 additional childcare slots in our community.

**SCOPE OF WORK:**

- Recruitment of Early Childhood Success Coordinator.
- Establish relationships and MOUs with key stakeholders.
- Develop & conduct an ongoing awareness campaign around the importance of early childcare.
- Develop relationships with impacted communities within Great Falls.
- Overcome generational skepticism of “formal” childcare.
- Build and facilitate a cohesive community coalition with shared goals and metrics.
- Identify and secure resources to increase availability of slots.
- Bridge relationships between childcare providers and public schools.
- Monitor and document progress in both short-term and long-term goals.

**SCHEDULE:**

- An MOU with GF Public Schools was signed in June 2022.
- The Early Childhood Success Coordinator was hired in November 2022.
- Introductions and relationship-building with key stakeholders started immediately and will be ongoing.
- Meetings have already been held with the Little Shell Tribe, Headstart, Family Connections, representatives from Malmstrom AFB, and many other key stakeholders.
- An awareness campaign will be launched by the end of 2024.
- Multi-faceted approach to relationship building with impacted communities is ongoing.
- Stakeholders and potential members of the community coalition are already being contacted with formal establishment slated before the second quarter of 2024.
- Resources to increase the number of childcare slots will be identified and secured by the end of 2024.
- Shared metrics between childcare professionals/providers and GFPS are being developed and will be established and implemented by January 2024.

- Monitoring and reporting data on children entering kindergarten prepared to succeed will commence with the new assessment tools in fall of 2024. This will continue each fall in order to monitor community-level progress.

**B. Budget Peace Place Building Renovation Project**

As reflected on page 6 of United Way of Cascade County “Early Childhood Education and Development” Application Dated July 15, 2022. Incorporated herein as Attachment E.

020723  
CR011723.10E  
CR120622.22

**F. Amendment 1**

Adjustment to Budget Categories as described in letter, dated 1/17/2023, and reflected in budget, revision dated 1/25/2023.

February 7, 2023

The proposed amendment to the Grant Agreement Between the City of Great Falls and Great Falls Scottish Rite Childhood Language Disorders Clinic has been reviewed and approved by both parties. The changes listed below and in the attached documents are the only changes to the original agreement. The contract is amended as follows:

- The amount budgeted to "Labor" is decreased from \$67,500 to \$59,119.89; and
- The amount budgeted to "Materials and Supplies" is increased from \$3394 to \$11,774.11; and
- The funds shall be used to purchase "Hearing Screening Equipment".

These changes reduce neither the intended scope nor number of beneficiaries described in the "Great falls Scottish Rite Childhood Language Disorders Clinic Early Intervention Speech/Language/Feeding Outreach Support" Application, dated July 13, 2022 (Incorporated herein as Attachment E).

This Amendment shall become effective once signed by both parties.

**City of Great Falls**

**Great Falls Scottish Rite**

Date: \_\_\_\_\_

Date: 1/26/23

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

Signature: Molly Beck  
Molly Beck, Executive Director

APPROVED FOR LEGAL CONTENT

\_\_\_\_\_  
David G. Dennis, City Attorney



**GREAT FALLS SCOTTISH RITE  
CHILDHOOD LANGUAGE DISORDERS CLINIC**  
1304 13<sup>th</sup> Street South  
Great Falls, Montana 59405  
Telephone: 406-727-1088  
Fax: 406-770-3069  
Website: [www.HelpKidsCommunicate.org](http://www.HelpKidsCommunicate.org)

1/25/23

Per the request for reallocation of grant funds dated 1/17/23, the SRCLDC proposes the following budget changes:

**SRCLDC ARPA BUDGET: REVENUES AND EXPENDITURES – REVISION**

**Labor:**

\$150/per hour of SLP contract time (Includes therapist contract time, administration time, and travel)

394.1326 hours x \$150/hour contract rate= \$59,119.89

**Materials and Equipment:**

Speech and language assessment materials: \$1,454.11

Hearing Screening Equipment: 10,320.00

*Total Supplies:* \$11,774.11

**Total Grant Request: \$70,894**

**Revenue: \$0\***

\*No revenue will be generated from this project, as SRLDC is a non-profit that does not charge families or bill insurance for reimbursement.

Original Budget		Revised Budget	
<i>Labor:</i>	\$67,500	<i>Labor:</i>	\$59,119.89
<i>Materials and Supplies:</i>	\$3,394	<i>Materials and Supplies:</i>	\$11,774.11
<i>Total:</i>	\$70,894	<i>Total:</i>	\$70,894

Molly Beck, MS, CCC-SLP  
Speech-Language Pathologist  
Executive Director

**GREAT FALLS SCOTTISH RITE  
CHILDHOOD LANGUAGE DISORDERS CLINIC**

**1304 13<sup>th</sup> Street South  
Great Falls, Montana 59405  
Telephone: 406-727-1088  
Fax: 406-770-3069**



1/17/2023

To Whom It May Concern,

We are incredibly grateful to be a recipient of a portion of the City of Great Falls ARPA grant. In our application, we requested funding for outreach speech and language screening and intervention. Since the creation of that application, we have also been presented with the opportunity to offer hearing screenings. We propose redirecting some of our existing funding toward purchasing hearing screening equipment.

Early identification of hearing loss or middle ear dysfunction is incredibly impactful to speech and language development and can be easily overlooked in young children. In fact, the American Speech and Hearing Association recommends screening at least once a year. It is our belief that adding hearing screenings to our proposed plan will dramatically increase the number of community contacts as a result of this program. Hearing screening is essential to catching hearing loss early, accessing appropriate treatment promptly and consequently avoiding possible negative language and academic impact. We would also be able to monitor children that have been identified with hearing concerns to ensure that medical management had been effective.

Hearing screenings are available in Great Falls at the Montana School for the Deaf and Blind and the public schools. However, the hours are limited, appointments are required, and the locations are inconvenient for most at-risk families. This creates a high barrier of access to critical hearing screening services.

To be able to offer hearing screenings at community locations alongside speech and language screenings, the impact on vulnerable populations would be immense.

Thank you for considering this request,

Molly Beck, MS, CCC-SLP  
Speech-Language Pathologist  
Executive Director



### F. Amendment 1

Adjustment to Budget Categories as described in “Budget for Discovery Family Counseling Services, LLC Expansion (3 years); REVISED JANUARY 2023.” Submitted on January 30<sup>th</sup>, 2023.

February 7, 2023

The proposed amendment to the Grant Agreement Between the City of Great Falls and Discovery Family Counseling Services, LLC has been reviewed and approved by both parties. The changes listed below and in the attached documents are the only changes to the original agreement. The contract is amended as follows:

- The ARPA amount budgeted to “Therapist 1 payroll and related payroll expenses” is decreased from \$4,500 to \$3,500; and
- The ARPA amount budgeted to “Therapist 2 payroll and related payroll expenses” is decreased from \$4,500 to \$3,500; and
- The ARPA amount budgeted to “Therapist 1 training, CEU’s, related travel; Travel costs (flight, hotel, etc.) to in-person conference (out of state expected)” is decreased from \$2,000 to \$0; and
- The ARPA amount budgeted to “Therapist 2 training, CEU’s, related travel; Travel costs (flight, hotel, etc.) to in-person conference (out of state expected)” is increased from \$2,000 to \$0; and
- The ARPA amount budgeted to “Therapist 1 Office/Play therapy materials” is decreased from \$3,000 to \$1,000; and
- The ARPA amount budgeted to “Therapist 2 Office/Play therapy materials” is decreased from \$3,000 to \$1,000; and
- The ARPA amount budgeted to “Construction to expand 2 additional offices” is increased from \$20,000 to \$30,000.

These changes reduce neither the intended scope nor number of beneficiaries described in the “Discovery Family Counseling Services, LLC Expansion” Application, dated July 11, 2022 (Incorporated herein as Attachment E).

This Amendment shall become effective once signed by both parties.

City of Great Falls

Great Falls Scottish Rite

Date: \_\_\_\_\_

Date: 1/30/23

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

Signature: Bobbie Voegel  
Bobbie Voegel, Exec. Director

APPROVED FOR LEGAL CONTENT

\_\_\_\_\_  
David G. Dennis, City Attorney

**Budget for Discovery Family Counseling Services, LLC Expansion (3 years)**  
**REVISED JANUARY 2023**

<b>Phase 1: Therapist #1</b>		
<u>Item</u>	<u>Cost</u>	<u>Funding source</u>
Therapist #1 payroll and related payroll expenses	\$165,000	ARPA grant \$3500 Health ins. \$161500
Therapist #1 training, CEU's, related travel		
Conference/training CEU's approved by the Assoc. for Play Therapy (100 CEU hours)	\$2,500	ARPA grant
Travel costs (flight, hotel, etc.) to in-person conference (out of state expected)	\$2,000	Owner capital
Clinical supervision with Willow Rossmiller, LCPC, RPT-S - 25 hours	\$2,500	ARPA grant
Therapist #1 Office/play therapy materials	\$3,000	ARPA grant \$1000 Owner capital \$2000
<b>Total Phase 1 ARPA grant contribution</b>	<b>\$9,500</b>	
Total Health insurance/fee for service contribution	\$161,500	
Total owner capital contribution	\$4,000	
<b>Total Phase 1 budget</b>	<b>\$175,000</b>	

<b>Phase 2: Construction</b>		
<u>Item</u>	<u>Cost</u>	<u>Funding source</u>
Construction to expand 2 additional offices (for details, see contractor bid attachment)	\$30,000	ARPA Grant \$30,000
<b>Total Phase 2 ARPA grant contribution</b>	<b>\$30,000</b>	
<b>Total Phase 2 budget</b>	<b>\$30,000</b>	

<b>Phase 3: Therapist #2</b>		
<u>Item</u>	<u>Cost</u>	<u>Funding source</u>
Therapist #2 payroll and related payroll expenses	\$165,000	ARPA grant \$3500 Health ins. \$161500
Therapist #2 training, CEU's, related travel		
Conference/training CEU's approved by the Assoc. for Play Therapy (100 CEU hours)	\$2,500	ARPA grant
Travel costs (flight, hotel, etc.) to in-person conference (out of state expected)	\$2,000	Owner capital
Clinical supervision with Willow Rossmiller, LCPC, RPT-S - 25 hours	\$2,500	ARPA grant
Therapist #2 Office/play therapy materials	\$3,000	ARPA grant \$1000 Owner capital \$2000
<b>Total Phase 3 ARPA grant contribution</b>	<b>\$9,500</b>	
Total Health insurance/fee for service contribution	\$161,500	
Total owner capital contribution	\$4,000	
<b>Total Phase 3 budget</b>	<b>\$175,000</b>	

<b>Project Totals</b>	
Total ARPA grant contribution for project	<b>\$49,000</b>
Total Health insurance/fee for service contribution	\$323,000
Total owner capital contribution	\$8,000
<b>Total program budget</b>	<b>\$380,000</b>

**Discovery Family Counseling Services, LLC Expansion  
BUDGET: REVENUES AND EXPENDITURES**

<b>Phase 1: Therapist #1</b>		
<b>Item</b>	<b>Cost</b>	<b>Funding source</b>
Therapist #1 payroll and related payroll expenses	\$165,000	ARPA grant \$4500 Health ins. \$160,500
Therapist #1 training, CEU's, related travel		
Conference/training CEU's approved by the Assoc. for Play Therapy (100 CEU hours)	\$2,500	ARPA grant
Travel costs (flight, hotel, etc.) to in-person conference (out of state expected)	\$2,000	ARPA grant
Clinical supervision with Willow Rossmiller, LCPC, RPT-S - 25 hours	\$2,500	ARPA grant
Therapist #1 Office/play therapy materials	\$3,000	ARPA grant
<b>Total Phase 1 ARPA grant contribution</b>	<b>\$14,500</b>	
Total Health insurance/fee for service contribution	\$160,500	
<b>Total Phase 1 budget</b>	<b>\$175,000</b>	

<b>Phase 2: Construction</b>		
<b>Item</b>	<b>Cost</b>	<b>Funding source</b>
Construction to expand 2 additional offices (for details, see contractor bid attachment)	\$25,000	ARPA grant \$20,000 Owner capital \$5,000
<b>Total Phase 2 ARPA grant contribution</b>	<b>\$20,000</b>	
Total owner capital contribution	\$5,000	
<b>Total Phase 2 budget</b>	<b>\$25,000</b>	

<b>Phase 3: Therapist #2</b>		
<b>Item</b>	<b>Cost</b>	<b>Funding source</b>
Therapist #2 payroll and related payroll expenses	\$165,000	ARPA grant \$4500 Health ins. \$160,500
Therapist #2 training, CEU's, related travel		
Conference/training CEU's approved by the Assoc. for Play Therapy (100 CEU hours)	\$2,500	ARPA grant
Travel costs (flight, hotel, etc.) to in-person conference (out of state expected)	\$2,000	ARPA grant
Clinical supervision with Willow Rossmiller, LCPC, RPT-S - 25 hours	\$2,500	ARPA grant
Therapist #2 Office/play therapy materials	\$3,000	ARPA grant
<b>Total Phase 3 ARPA grant contribution</b>	<b>\$14,500</b>	
Total Health insurance/fee for service contribution	\$160,500	
<b>Total Phase 3 budget</b>	<b>\$175,000</b>	

<b>Project Totals</b>	
Total ARPA grant contribution for project	\$49,000
Total Health insurance/fee for service contribution	\$321,000
Total owner capital contribution	\$5,000
<b>Total program budget</b>	<b>\$375,000</b>



Commission Meeting Date: February 7, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Approval of a Community Development Block Grant (CDBG) Funding Agreement for the removal of the Natatorium and restoration of Morony Park.

**From:** Planning & Community Development

**Initiated By:** Park and Recreation Department

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

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

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the CDBG Funding Agreement in the amount of \$200,000 to the Park and Recreation Department for the removal of the Natatorium and restoration of Morony Park.”

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

**Staff Recommendation:** Staff recommends approval of the requested CDBG Funding Agreement for an amount of \$200,000 to the Park and Recreation Department for the removal of the Natatorium and restoration of Morony Park.

**Summary:** The City’s Park and Recreation Department has submitted a grant request to remove the Natatorium that has been determined to be a safety hazard to the public because the structure is deteriorating. The proposal includes the removal of the Natatorium building (former indoor swimming pool), as well as park restoration to include the addition of a new play structure, sidewalks, and an updated basketball court. This proposed project has an anticipated completion timeline of fall 2023.

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

**Alternatives:** If the Commission were to reject the proposed funding agreement, Park and Recreation would need to postpone the project until other funding sources were secured.

**Concurrences:** Staff from Community Development have reviewed HUD regulations and requirements to ensure the eligibility of this request. This request is consistent with the City's adopted Annual Action Plan, which contains the goal of slum and blight removal. Upgrading the park also provides an important outdoor recreation facility for nearby low to moderate income residents.

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

**CITY OF GREAT FALLS**  
**2022/2023 Community Development Block Grant Agreement**  
**BY AND BETWEEN**  
**THE CITY OF GREAT FALLS, MONTANA, AND**  
**City of Great Falls - Park & Recreation**

**City of Great Falls - Park & Recreation**, hereinafter referred to as the Grantee, hereby enters into this Agreement with the Planning and Community Development Department of the City of Great Falls, a Municipal Corporation of the State of Montana, hereinafter referred to as the City on this **7th** day of **February, 2022**.

**SECTION 1 – PROJECT DESCRIPTION**

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

- A. The Grantee has been awarded as a subrecipient of the City to receive United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds in the amount of **\$200,000.00**.
- B. Personnel assigned to scope of work includes: **Steve Herrig**  
Contact Information: **406-771-1265 sherrig@greatfallsmt.net**
- C. The project scope will **include removal of the Natatorium and restoration of Morony Park**. The project will be implemented during the time period of **February 2022 to June 30, 2023**.
- D. Grantee is responsible for any costs and for expenses incurred in excess of the grant amount. Non-profit agencies will not be funded for staff salaries, benefits, office consumables, and rent payments for agency office space or utility costs. All grant funds will need to be expended by the Grantee prior to **June 30, 2023**. Any remaining unspent funds will revert back to the City after that date.
- E. Requests for extension can be submitted by the Grantee and considered for approval by the City. Extension requests must be submitted by **May 31, 2023**. Refer to *24 CFR 570.503* regarding Scope of Work, Time of Performance, and budget documentation.

**NATIONAL OBJECTIVE**

The CDBG national objective most pertinent to the proposed project is to **prevent or eliminate slum and blight in a designated area or on a spot basis**.

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

The project will address the national objective by **removing the Natatorium building which is a safety hazard, and restoring Morony Park which is in poor shape**.

**SECTION 2 – GENERAL CONDITIONS**

**A. GENERAL COMPLIANCE:**

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

**B. INDEMNIFICATION:**

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

**C. SUSPENSION/TERMINATION/REIMBURSEMENT:**

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

**1. 2 CFR 200.338 Remedies for Noncompliance**



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

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

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

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

D. REVERSION OF ASSETS:

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

E. TERM OF THE AGREEMENT:

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

F. PUBLICATIONS:

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

### SECTION 3 – ADMINISTRATION REQUIREMENTS

#### A. FINANCIAL MANAGEMENT:

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

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

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

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

C. REPORTING AND PAYMENT PROCEDURES:

1. Program Income

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

2. Payment Procedures

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

3. Progress Reports

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

D. PROCUREMENT:

1. Federal Standards

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

2. Compliance

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

E. OTHER PROGRAM REQUIREMENTS:

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

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

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

SECTION 4 – PERSONNEL & PARTICIPANT CONDITIONS

A. CIVIL RIGHTS :

1. Compliance

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

2. Nondiscrimination

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

B. AFFIRMATIVE ACTION:

1. W/MBE

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

2. Access to Records

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

3. EEO Statement  
The Grantee will, in all solicitations or advertisements for employees and/or contractors placed by or on behalf of the Grantee, state that it is an Equal Opportunity Employer under the provisions of 24 CFR 570.607(a).
4. Subcontract Provisions  
The Grantee will include the provisions of the above paragraphs regarding Civil Rights and Affirmative Action in every subcontract, so that such provisions will be binding upon each of its own subrecipients or subcontractors. City will monitor all subcontracts/agreements to verify that Grantee is in compliance.

C. EMPLOYMENT RESTRICTIONS:

1. Labor Standards  
The Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.
  - a. This requirement applies for all contractors engaged under contracts in excess of \$2,000 and shall apply to residential properties only if such property contains no less than 8 units; for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract. The Grantee shall maintain and obtain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of the paragraph.
2. Section 3 Clause  
The Grantee affirms that to the maximum extent possible it will employ local (Section 3) contractors on any projects using CDBG funds (under the provisions of 24 CFR 135).
  - a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution



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

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

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

D. CONDUCT:

1. Assignability

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

2. Subcontracts

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

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

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

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

3. Conflict of Interest

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

24 CFR §570.611 Conflict of interest.

(a) *Applicability.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) Any other relevant considerations.

4. Religious Organization

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

5. Political Activities and Lobbying

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

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

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

APPROVED BY: THE CITY OF GREAT FALLS:

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

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

ATTEST:  
(Seal of the City)


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

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
David Dennis, City Attorney\*

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

APPROVED BY: **City of Great Falls - Park & Recreation**

  
\_\_\_\_\_  
Steve Herrig



Commission Meeting Date: February 7, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Letter of Intent – Montana Public Safety Development Center

**From:** Jeremy Jones, Fire Chief

**Initiated By:** Jeremy Jones, Fire Chief

**Presented By:** Greg Doyon, City Manager

**Action Requested:** Approve a Letter of Intent for the Montana Public Safety Development Center.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) sending a Letter of Intent to the State of Montana indicating its desire to partner with the State of Montana and other public entities to lease the fire training facility, located at 1900 9<sup>th</sup> Street South, to the state for \$1 over 25 years. The future lease is contingent on additional city approvals and a state allocation of approximately \$25 million for the development of the Montana Public Safety Development Center.”

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

**Staff Recommendation:** In order for the facility to be funded, the state requests a formal letter of intent from the governing body. Staff acknowledge that additional lease details and city process will need to occur prior to approval. At this time, staff recommend that the letter be signed and sent.

**Summary:** Great Falls Fire Rescue has been working with local legislators to develop a state wide training facility. The facility would serve various public safety entities across Montana to help develop and prepare first responders, public and private safety professionals to respond to complex high risk hazards. The center will offer year-round training opportunities and will be the first and only multidiscipline, tactical and classroom development facility in Montana.

**Background:** The proposed facility is being reviewed and considered by the Governor and several legislative committees. As the state (legislators, the State Budget Director, and the Governor’s office) considers the proposal, the City has been asked to demonstrate its support for the Montana Public Safety Development Center via a letter of intent.

**Fiscal Impact:** As the full details are pending it is difficult to determine the full fiscal impact.

**Alternatives:** The City Commission could choose not to approve the Letter of Intent, although this could have a negative impact for the project moving forward.

**Concurrences:** Police Department, Fire Department and City Manager's Office.

**Attachments/Exhibits:**

Draft Letter





February 7, 2023

The Honorable Governor Gianforte  
 Honorable Members of the 68<sup>th</sup> Montana Legislature  
 Budget Director Osmundson, State of Montana Budget Director

Re: Letter of Intent – Montana Public Safety Development Center

Dear Honorable Governor, Legislators and Budget Director Osmundson:

The City of Great Falls has been diligently working with representatives from Montana's 68<sup>th</sup> Legislature and various public safety partners across the state of Montana to secure funding for a State training facility in Great Falls.

The vision is to partner with the state of Montana, various public safety entities across Montana, and private industry to prepare first responders and public/private safety professionals to respond to complex and high risk hazards. The mission of the facility is to offer the highest quality, year-round education and training opportunities in a central Montana location that is accessible and affordable. The Center will be Montana's first and only multidiscipline, tactical and classroom development facility.

The proposed location is the City's current Fire Training Center located at 1900 9<sup>th</sup> Street South in Great Falls. The facility currently provides training to Great Falls Fire Rescue, area law enforcement, and emergency medical personnel. The training center is aged and in need of significant updates.

By way of this letter, the Great Falls City Commission indicates its intent to partner with the State of Montana and other public safety entities across the state, contingent on a state allocation of \$25 million to lease the facility to the state for \$1 over 25 years.

Pursuant to the City's Official Code, the City may sell, trade, grant, donate, or lease for any period of time any real or personal property to a governmental entity by negotiation without an appraisal or advertising for bids. Before final consideration by the City Commission of the sale, trade or lease of City property, the City Commission shall hold a public hearing thereon and allow at least fifteen (15) days' notice of the time and place of such hearing to be published in a paper of general circulation in the City. Finally, the City may sell, trade or lease for any period of time any real property whether or not the same be held in trust for a specific purpose without a vote of the electors and when passed by a four-fifths ( $\frac{4}{5}$ ) vote of all the members of the City Commission.

While the full details of the lease are pending, the Great Falls City Commission supports the initiative and understands the potential benefit to statewide Public Safety Responders.

Sincerely,

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

\_\_\_\_\_  
Susan Wolff, Commissioner

\_\_\_\_\_  
Rick Tryon, Commissioner

\_\_\_\_\_  
Eric Hinebauch, Commissioner

\_\_\_\_\_  
Joe McKenney, Commissioner



Commission Meeting Date: February 7, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Final Payment: Sanitary Sewer Trenchless Rehabilitation Phase 24, O.F.1675.6

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Christoff T. Gaub, Public Works Director

**Action Requested:** Consider and Approve Final Pay Request

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) Final Payment for the Sanitary Sewer Trenchless Rehabilitation Phase 24 project, in the amount of \$551,833.83 to Planned and Engineered Construction (PEC), Inc. and \$5,574.08 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.”

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

---

**Staff Recommendation:**

Approve the final payment of \$551,833.83 to PEC Inc. and \$5,574.08 to the State Miscellaneous Tax Fund.

**Summary:**

This sanitary sewer-lining project is a continuation of an ongoing maintenance and repair program to rehabilitate deteriorated sanitary sewer mains using trenchless technologies. This phase restored 14,090 linear feet of varying diameter sewer and storm main. This length is the equivalent of 37 city blocks. The rehabilitated mains serve primarily residential areas.

**Background:**

Citizen Participation

The construction activity was planned and phased to have little impact on the citizens of Great Falls. The contractor was required to keep all sewer mains functioning during construction by utilizing bypass pumping. Overall, traffic interruptions were limited since the majority of mains are located along alleyways and residential city streets.

Workload Impacts

City Engineering Staff completed the project design and performed construction inspection and contract administration duties.

Purpose

This project was a continuation of previous projects that rehabilitated deteriorated sewer mains in a less disruptive manner than traditional open trenching and pipe replacement. Although the sewer mains are functioning, the aged/deteriorated mains had developed pits, cracks, and holes. These defects can lead to raw sewage leaking into ground water and can also make routine maintenance difficult.

By using Cured-in-Place-Pipe (CIPP), the project extends the service life and alleviates the issues stated above. Trenchless technology provides the City with a low cost solution that greatly reduces disruption and eliminates utility conflicts caused by open trench replacements.

Project Work Scope

This project lined 14,090 linear feet of 8, 9, 10, 12, 15, 18, and 24-inch diameter and 13 inch x 22 inch oval sewer mains at thirty-seven (37) locations spread around the City.

Evaluation and Selection Process:

Two responsive bids were received for this project, one from Insituform and the other from Planned and Engineered Construction and opened on March 2, 2022. The two bids were \$937,683.00, and \$888,850.00 with Planned and Engineered Construction providing the low bid and executing all the necessary bid documents.

Final Payment:

The final project cost is \$856,914.88 which is less than the original award of \$888,850.00. A majority of the cost savings is due to approximately 1200 lineal feet of 9 inch that was removed from the original contract due to these mains being unable to be lined. They were replaced on the contract with approximately 1200 lineal feet of 8 inch main that could be lined. There has been one payment made to PEC Inc. for \$296,511.90 and \$2,995.07 to the State Miscellaneous Tax Fund, thus the final pay will be the remaining project cost.

Conclusion:

City Staff recommends making the final payment of \$551,833.83 to PEC Inc. and \$5,574.08 to the State Miscellaneous Tax Fund. City staff verified that PEC Inc. has completed all work and punch list items in accordance with the plans and the contract. The two year warranty period started on December 30, 2022.

**Fiscal Impact:**

The funding will come from the Sanitary Sewer Capital Funds.

**Alternatives:**

The City Commission could vote to deny Final Payment.

**Attachments/Exhibits:**

OF 1675.6 Final Pay Documents

OF 1675.6 Vicinity Map

PROJECT FUNDING/EXPENDITURE SUMMARY

Sanitary Sewer Trenchless Rehabilitation Phase 24 1675.6

FINAL PAY

PREPARED BY THE CITY ENGINEERS OFFICE: AB

DATE: 1/12/23

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
Engineering: Planned and Engineered Construction, Inc.	Unassigned Capital Emps 5310565.493100	\$2,96,511.90	\$551,833.83				\$879,961.50	\$848,345.73	\$31,615.77
	DATE	11/30/22	12/30/22						
		NO. 6	NO. 7	NO. 8	NO. 9	NO. 10			
		DATE							

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
Contractor: MT DEPT. OF REV. 1%	Unassigned Capital Emps 5310565.493100	\$2,995.07	\$5,574.08				\$8,888.50	\$8,569.15	\$319.35
	DATE	11/30/22	12/30/22						
Contractor:		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5		\$0.00	\$0.00
		DATE					\$8,888.50	\$8,569.15	\$319.35

Miscellaneous	5310565.493100	NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	\$1,150.00	\$177.40	\$972.60
	Vendor	\$177.40							
	DATE	01/06/22					\$890,000.00	\$857,092.28	\$32,907.72
						TOTALS			

PROJECT #	ACCOUNT NUMBER	FUND DESIGNATION	FUNDING	EXPENDITURES	BALANCE
PW342205	5310565.493100	Unassigned Capital Emps Sewer-	\$888,850.00	\$856,914.88	\$31,935.12
	5310565.493100	Unassigned Capital Emps Sewer-	\$1,150.00	\$177.40	\$972.60
		TOTALS	\$890,000.00	\$857,092.28	\$32,907.72

*Handwritten initials and signatures:*  
 APB  
 J...  
 S...

**Planned and Engineered Construction, Inc**  
**3400 Centennial Drive**  
**Helena, MT 59601**

**Telephone 406/447-5050**  
**Fax 406/443-8583**  
**www.pechelena.com**

**APPLICATION FOR PAYMENT SUMMARY SHEET**

**Owner:** City of Great Falls, MT  
 PO Box 5021  
 Great Falls, MT 59403

**Bill To:** City of Great Falls, MT  
 PO Box 5021  
 Great Falls, MT 59403

**Invoice Number:** 002  
**Invoice Date:** 30-Dec-22  
**Project Name:** Sanitary Sewer Trenchless Rehabilitation - Phase 24  
**Contract No:**  
**Engineer:**

**Period - From:** 1-Dec-22  
**Period - To:** 30-Dec-22  
**PEC Project #** C2209  
**Contract Completion Date:** 30-Dec-22

ITEM	DESCRIPTION	UOM	BID EST.	BID	TOTAL	CURRENT PAY REQUEST		PREVIOUS PAY REQUEST		TOTAL PAY REQUESTS	
			QTY	PRICE	BID EST.	QTY	PRICE	QTY	PRICE	QTY	PRICE
101	Clean and TV Pipe	LF	13,582	\$5.00	\$67,910.00	7,044.0	\$35,220.00	6,636.0	\$33,180.00	13,680.0	\$68,400.00
102	Install 8" CIPP	LF	6,453	\$35.00	\$225,855.00	3,350.0	\$117,250.00	5,321.0	\$186,235.00	8,671.0	\$303,485.00
103	Install 9" CIPP	LF	2,948	\$35.00	\$103,180.00	368.0	\$12,880.00	430.0	\$15,050.00	798.0	\$27,930.00
104	Install 10" CIPP	LF	909	\$37.00	\$33,633.00	911.0	\$33,707.00		\$0.00	911.0	\$33,707.00
105	Install 12" CIPP	LF	352	\$47.00	\$16,544.00		\$0.00	352.0	\$16,544.00	352.0	\$16,544.00
106	Install 15" CIPP	LF	553	\$70.00	\$38,710.00		\$0.00	533.0	\$37,310.00	533.0	\$37,310.00
107	Install 18" CIPP	LF	1,880	\$95.00	\$178,600.00	1,926.0	\$182,970.00		\$0.00	1,926.0	\$182,970.00
108	Install 24" CIPP	LF	422	\$195.00	\$82,290.00	422.0	\$82,290.00		\$0.00	422.0	\$82,290.00
109	Install 13x22" CIPP	LF	65	\$295.00	\$19,175.00	67.0	\$19,765.00		\$0.00	67.0	\$19,765.00
110	Internally Reinstall Laterals	EA	237	\$50.00	\$11,850.00	92.0	\$4,600.00	143.0	\$7,150.00	235.0	\$11,750.00
111	Internally Remove Protruding Lateral	EA	3	\$500.00	\$1,500.00	14.0	\$7,000.00		\$0.00	14.0	\$7,000.00
112	Mobilization	LS	1	\$39,603.00	\$39,603.00	0.5	\$19,801.50	0.5	\$19,801.50	1.0	\$39,603.00
113	Misc. Work	Unit	70,000	\$1.00	\$70,000.00		\$0.00		\$0.00		\$0.00
WCD1	WCD 1 (segment 2743)	LS	0	\$18,550.00	\$0.00	1.0	\$18,550.00		\$0.00	1.0	\$18,550.00
WCD2	Conduit Removal for 18" and 24" segment	LS		\$7,610.88	\$0.00	1.0	\$7,610.88		\$0.00	1.0	\$7,610.88

		TOTAL INVOICE CLAIM:	\$	541,844.38		\$	315,270.50		\$	856,914.88
		5% LIEN FUNDS RETAINED:	\$	27,082.21		\$	15,763.53		\$	42,845.74
		LIEN FUNDS RELEASED:	\$	42,845.74		\$	-		\$	42,845.74
		0% LOCAL STATE TAX:	\$	-		\$	-		\$	-
		LESS PREVIOUS PAYMENTS:	\$	-		\$	296,511.90		\$	296,511.90
		NET PAYMENT AMOUNT:	\$	557,407.91		\$	2,995.07		\$	560,402.98
		1% MT RECEIPTS TAX (GRT):	\$	5,574.06		\$	2,995.07		\$	8,569.15
		<b>AMOUNT DUE THIS INVOICE:</b>	\$	<b>551,833.83</b>		\$	0.00		\$	<b>551,833.83</b>
						<b>Total Outstanding Balance</b>				<b>\$ 551,833.83</b>

<b>SUMMARY OF LIEN FUND</b>				APPROVED BY:	
TOTAL LIEN FUNDS RETAINED:	\$	42,845.74		TITLE	President
TOTAL LIEN FUNDS RELEASED:	\$	42,845.74		DATE	30-Dec-22
LIEN FUNDS REMAINING RETAINED	\$	-			

COMMENTS:

**Great Falls, MT**  
**Sanitary Sewer Trenchless Rehabilitation, Phase 24**  
**PEC Project No. C2209**

DATE	Line ID	SECTION	MH DEPTH	DIAMETER		LENGTH		SERVICES		PT	COMMENTS
				Plan	Actual	Plan	Actual	Plan	Actual		
Thursday, December 1, 2022	2277	2180 to 2181	10	8	8	275	275	10	9		SAGS, JET BEFORE PRE, LARGE SAGS!
Saturday, December 3, 2022	918	948 to 947	8	18	18	300	321	0	0		SCHOOL
	918	956 to 948	3	13x22	13x22	65	67	0	0		OVVAL CMP
Tuesday, December 6, 2022	999	909 to 908	13	8	8	430	435	1	0		BP, U/S IN CONSTRUCTION AREA
Wednesday, December 7, 2022	ADD ON	2262 TO 2263	9	8	8		410		11	2	3308 FOX FARM. TOILET BLOWS
Thursday, December 8, 2022	848	754 to 755	13	9	8	430	430	12	14		BP,SAGS
	852	757 to 758	10	9	8	430	430	14	15		9" THE LAST 10'
Friday, December 9, 2022	837	743 to 742	15	9	9	368	368	14	15	1	10" PVC DROP AT D/S END
Saturday, December 10, 2022	856	760 to 752	16ds	18	18	400	400	0	0		BP, SCHOOL, INSTALL BACKWARDS, SAGS
Sunday, December 11, 2022	850	752 to 744	16	18	18	400	400	0	0		BP, SCHOOL SAGS
	842	744 to 736	20	18	18	400	405	0	0		SAGS, BP MAIN AND SIDE LINE
Wednesday, December 14, 2022	3033	2966 to 2965	25	10	10	407	407	0	0		BP, SAGS,
	4001	2965 to 2964	22	10	10	52	54	0	0		
Thursday, December 15, 2022	3032	2964 to 2963	23	10	10	450	450	1	0		BP, BROKEN,
Friday, December 16, 2022	894	922 to 927	3	18	18	380	400	5	5	2	CONDUIT IN LINE? COMES OUT OF SERVICE
Saturday, December 17, 2022	1867	1756 TO 1744	10	8	8	430	430	3	3	1	business, SAGS
Tuesday, December 27, 2022	1777	1672 TO 1663	9	8	8	490	490	16	15	1	100%SAG, BALL, JET BEFORE TV
Wednesday, December 28, 2022	1746	1638 TO 1637	16	8	8	430	430	16	15		business. BALL, SAGS, PVC LATERALS
Thursday, December 29, 2022	1886	922 to 51	8	24	24	422	422	0	0		CONDUIT IN LINE 140' FROM 922 COMES OUR OF SERVICE
Friday, December 30, 2022	998	908 to 907	8	8	8	430	430	3	1		HEAVY FLOW, SAGS, U/S IN PARK, install backwards?

NOTE: THERE WERE 7 PROTRUDING TAPS ON THE FIRST INVOICE THAT WERE NOT BILLED FOR. THE TOTAL AMOUNT WAS 14 PROTRUDING TAPS

PROJECT FUNDING/EXPENDITURE SUMMARY

Sanitary Sewer Trenchless Rehabilitation Phase 24 1675.6

FINAL PAY

PREPARED BY THE CITY ENGINEERS OFFICE: AB

DATE: 1/12/23

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
Engineering: Planned and Engineered Construction, Inc.	Unassigned Capital Emps 5310565.493100	\$296,511.90	\$551,833.83				\$879,961.50	\$848,345.73	\$31,615.77
	DATE	11/30/22	12/30/22						
		NO. 6	NO. 7	NO. 8	NO. 9	NO. 10			
	DATE								

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
Contractor: MT DEPT. OF REV. 1%	Unassigned Capital Emps 5310565.493100	\$2,995.07	\$5,574.08				\$6,888.50	\$8,569.15	\$319.35
	DATE	11/30/22	12/30/22						
Contractor:		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5		\$0.00	\$0.00
	DATE						\$8,888.50	\$8,569.15	\$319.35

Miscellaneous	5310565.493100		NO. 2	NO. 3	NO. 4	NO. 5			
	Vendor	\$177.40					\$1,150.00	\$177.40	\$972.60
	DATE	01/06/22					\$890,000.00	\$857,092.28	\$32,907.72
						TOTALS			

A13  
*[Handwritten Signature]*

PROJECT #	ACCOUNT NUMBER	FUND DESIGNATION	FUNDING	EXPENDITURES	BALANCE
PW342205					
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	5310565.493100	Unassigned Capital Emps Sewer-	\$1,150.00	\$177.40	\$972.60
					\$0.00
		TOTALS	\$890,000.00	\$857,092.28	\$32,907.72



**Planned and Engineered Construction, Inc**  
**3400 Centennial Drive**  
**Helena, MT 59601**

**Telephone 406/447-5050**  
**Fax 406/443-8583**  
**www.pechelena.com**

**APPLICATION FOR PAYMENT SUMMARY SHEET**

**Owner:** City of Great Falls, MT  
 PO Box 5021  
 Great Falls, MT 59403

**Bill To:** City of Great Falls, MT  
 PO Box 5021  
 Great Falls, MT 59403

**Invoice Number:** 002  
**Invoice Date:** 30-Dec-22  
**Project Name:** Sanitary Sewer Trenchless Rehabilitation - Phase 24  
**Contract No:**  
**Engineer:**

**Period - From:** 1-Dec-22  
**Period - To:** 30-Dec-22  
**PEC Project #:** C2209  
**Contract Completion Date:** 30-Dec-22

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105	Install 12" CIPP	LF	352	\$47.00	\$16,544.00		\$0.00	352.0	\$16,544.00	352.0	\$16,544.00
106	Install 15" CIPP	LF	553	\$70.00	\$38,710.00		\$0.00	533.0	\$37,310.00	533.0	\$37,310.00
107	Install 18" CIPP	LF	1,880	\$95.00	\$178,600.00	1,926.0	\$182,970.00		\$0.00	1,926.0	\$182,970.00
108	Install 24" CIPP	LF	422	\$195.00	\$82,290.00	422.0	\$82,290.00		\$0.00	422.0	\$82,290.00
109	Install 13x22" CIPP	LF	65	\$295.00	\$19,175.00	67.0	\$19,765.00		\$0.00	67.0	\$19,765.00
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112	Mobilization	LS	1	\$39,603.00	\$39,603.00	0.5	\$19,801.50	0.5	\$19,801.50	1.0	\$39,603.00
113	Misc. Work	Unit	70,000	\$1.00	\$70,000.00		\$0.00		\$0.00		\$0.00
WCD1	WCD 1 (segment 2743)	LS	0	\$18,550.00	\$0.00	1.0	\$18,550.00		\$0.00	1.0	\$18,550.00
WCD2	Conduit Removal for 18" and 24" segment	LS		\$7,610.88	\$0.00	1.0	\$7,610.88		\$0.00	1.0	\$7,610.88

		TOTAL INVOICE CLAIM:	\$	541,844.38		\$	315,270.50		\$	856,914.88
		5% LIEN FUNDS RETAINED:	\$	27,082.21		\$	15,763.53		\$	42,845.74
		LIEN FUNDS RELEASED:	\$	42,845.74		\$	-		\$	42,845.74
		0% LOCAL STATE TAX:	\$	-		\$	-		\$	-
		LESS PREVIOUS PAYMENTS:	\$	-		\$	296,511.90		\$	296,511.90
		NET PAYMENT AMOUNT:	\$	557,407.91		\$	2,995.07		\$	560,402.98
		1% MT RECEIPTS TAX (GRT):	\$	5,574.08		\$	2,995.07		\$	8,569.15
		<b>AMOUNT DUE THIS INVOICE:</b>	\$	<b>551,833.83</b>		\$	<b>0.00</b>		\$	<b>551,833.83</b>
				<b>Total Outstanding Balance</b>		\$	<b>551,833.83</b>			

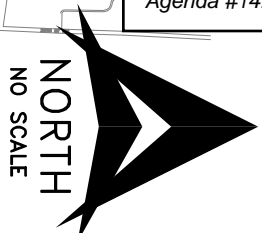
<b>SUMMARY OF LIEN FUND</b>				<b>APPROVED BY:</b>					
TOTAL LIEN FUNDS RETAINED:	\$	42,845.74							
TOTAL LIEN FUNDS RELEASED:	\$	42,845.74				TITLE	President	DATE	30-Dec-22
LIEN FUNDS REMAINING RETAINED	\$	-							

COMMENTS:

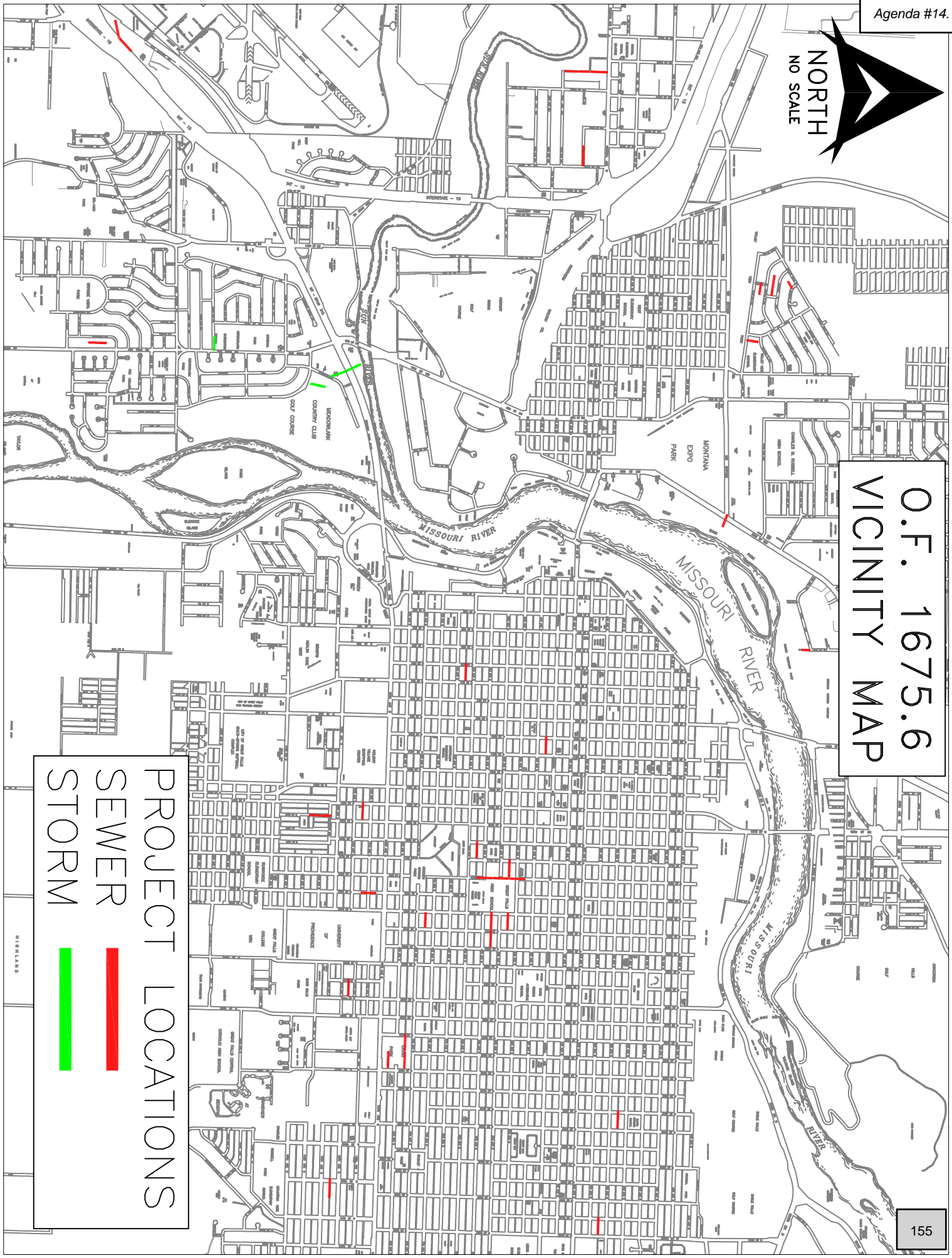
Great Falls, MT  
Sanitary Sewer Trenchless Rehabilitation, Phase 24  
PEC Project No. C2209

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	918	956 to 948	3	13x22	13x22	65	67	0	0		OVAl CMP
Tuesday, December 6, 2022	999	909 to 908	13	8	8	430	435	1	0		BP, U/S IN CONSTRUCTION AREA
Wednesday, December 7, 2022	ADD ON	2262 TO 2263	9	8	8		410		11	2	3308 FOX FARM. TOILET BLOWS
Thursday, December 8, 2022	848	754 to 755	13	9	8	430	430	12	14		BP, SAGS
	852	757 to 758	10	9	8	430	430	14	15		9" THE LAST 10'
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	842	744 to 736	20	18	18	400	405	0	0		SAGS, BP MAIN AND SIDE LINE
Wednesday, December 14, 2022	3033	2966 to 2965	25	10	10	407	407	0	0		BP, SAGS,
	4001	2965 to 2964	22	10	10	52	54	0	0		BP, BROKEN,
Thursday, December 15, 2022	3032	2964 to 2963	23	10	10	450	450	1	0		CONDUIT IN LINE? COMES OUT OF SERVICE
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Saturday, December 17, 2022	1867	1756 TO 1744	10	8	8	430	430	3	3	1	business, SAGS
Tuesday, December 27, 2022	1777	1672 TO 1663	9	8	8	490	490	16	15	1	100%SAG, BALL, JET BEFORE TV
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Thursday, December 29, 2022	1886	922 to 51	8	24	24	422	422	0	0		CONDUIT IN LINE 140' FROM 922 COMES OUR OF SERVICE
Friday, December 30, 2022	998	908 to 907		8	8	430	430	3	1		HEAVY FLOW, SAGS, U/S IN PARK, Install backwards?

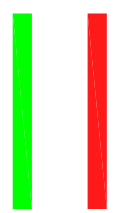
NOTE: THERE WERE 7 PROTRUDING TAPS ON THE FIRST INVOICE THAT WERE NOT BILLED FOR. THE TOTAL AMOUNT WAS 14 PROTRUDING TAPS



# O.F. 1675.6 VICINITY MAP



PROJECT LOCATIONS  
SEWER  
STORM





Commission Meeting Date: February 7, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Proposal to amend the Electric Supply Contract with Energy Keepers Incorporated (EKI).

**From:** Greg Doyon, City Manager

**Initiated By:** Greg Doyon, City Manager

**Presented By:** Greg Doyon, City Manager  
Melissa Kinzler, Finance Director

**Action Requested:** Consider amending and extending the existing electric supply contract for the City of Great Falls municipal buildings and lighting districts.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (allow/not allow) the city manager to enter into contract negotiations with Energy Keepers Incorporated (EKI) to blend and extend the existing contract for a period of \_\_\_\_\_ (months) and authorize the city manager to execute the necessary supply agreements.”

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

**Staff Recommendation:** City Manager recommends allowing him to enter into contract negotiations with EKI to extend the existing power supply contract with Energy Keepers for a period of 20.5 months.

**Summary:**

The City of Great Falls retained the services of Jim Morin (PowerGas Corporation) in October of 2022 and in January of 2023 to provide consulting services related to the City’s natural gas and electric power supplies respectively. The commission agreed to renew the Natural Gas supply contract November 1, 2022, on a 2-year first of the month index price with Energy West Resources the previous supplier. The current 5-year electric power contract with Energy Keepers Incorporated (EKI) is up for renewal November 1, 2023. The current price is \$29.25/Megawatt hour.

In the last 5 years, and more particularly the last 2 years, power prices have become extremely volatile. The price index for Montana based resources generally is priced against the Mid C power price Hub which governs Pacific Northwest power pricing. There are a multitude of factors that impact energy pricing including transmission availability, NorthWestern’s generation assets/portfolio, and now the short-term Energy Imbalance Market impacts from CAISO (California Independent System Operator) to which NorthWestern now belongs. Coupling these factors with multi-year regional drought conditions impacting

the generating capacity of regional dams (which affect generation capacity), retirement of coal generating assets, and natural gas pipeline constraints at key gas fired electric generating plant delivery points in the Pacific Northwest, power prices have increased dramatically. Over the last five years, energy consultants have witnessed indicative term pricing climbing **above \$100/Megawatt hour**.

Jim Morin advises that since January, indicative prices from our current supplier and other market resources continue to support long-term high prices. It is possible that if future east to west transmission constraints in Montana were to occur, Montana based resources could become stranded and as such see a price softening from the regional pricing curve. While this could occur, there is no present indication of a long-term scenario that would support this premise. Additionally, the CAISO Electric Imbalance Market (EIM) has provided more widespread and immediate solutions for certain utilities and generators to manage their short-term long and short positions as to power in the market thus in some cases mitigating certain transmission constraint issues.

As of February 1, the forward indicative price curves indicate a one-year product (November 1, 2023-October 31, 2024) at \$128.00/Megawatt hour and a two year (November 1, 2023 – October 31, 2025) at \$125.00/Megawatt hour.

**Consultant Recommendation:**

Based on these current price trends, the suggestion our consultant has offered is for the city to negotiate with our existing supplier, EKI, to blend the remaining months of the existing contract into a new higher priced contract utilizing the remaining value in the existing contract to average down the price relative to the forward price curves. The city retains its ability to negotiate its energy supply and should continue to do so to ensure predictable pricing over the next 20.5 months.

**Options:**

The current blend and extend (B&E) contract options for the City would be to consider 20.5 month contract from February 15, 2023 to October 31, 2024 or 32.5 month contract from February 15, 2023 to October 31, 2025. The current indicative price for both the 20.5-month and 32.5-month term is \$90/Megawatt hour.

Source	Status	Price*	Term Begins	Term Expires	Term
EKI	Current	\$29.25/MWh	11/1/2018	10/31/2023	5-years
EKI	B&E Proposed	\$90.00/MWh	2/15/2023	10/31/2024	20.5 months
EKI	B&E Proposed	\$90.00/MWh	2/15/2023	10/31/2025	32.5 months
RFP	Indicative	\$128. 00/MWh	11/1/2023	10/31/2024	12 months
RFP	Indicative	\$125.00/MWh	11/1/2023	10/31/2025	24 months
NWEn**	Default Supply	\$83.41/MWh			Monthly
<p><b>* All pricing is indicative and subject to change upon final contract execution</b>  <b>** NorthWestern Energy pricing is subject to monthly fluctuations. If the City were to elect default supply, by MPSC regulation, they would permanently forfeit returning to choice supply.</b></p>					

**Option Recommendation:**

There is value remaining in the balance of the current contract. Considering that the market is influenced by weather, economic conditions, and issues involving supply delivery associated with changing generation portfolio’s, the picture could look different in a year or two.

It seems prudent and rational to consider a short-term contract for 20.5. The recommendation would argue for the 20.5-month contract given that the \$90 price for the 32.5-year term is the same as the 20.5 term. This may suggest some future market softening without a longer-term commitment while still allowing the City additional time to evaluate changing market conditions.

**Supply Award Process:**

The underlying enabling agreement is currently in place with EKI. No further contract negotiations are required. A transaction confirmation detailing the term and final price of a Blend and Extend contract allowing the remaining value of the current contract to average down the indicative high prices to a pricing structure near \$90 per megawatt hour, around the clock (ATC), can be executed and implemented by February 15<sup>th</sup>.

**Fiscal Impact:**

The fiscal impact will be approximately a 200% increase in electricity supply costs, or approximately \$2,100,000. The largest impact will be on the Water, Sewer and Street Light Funds. It is estimated the increase will be approximately \$900,000 in the Water Fund, \$540,000 in the Sewer Fund, and \$230,000 in the Street Light Funds. The City has had significant savings in the prior years to have a fixed rate contract. It is estimated that in the last year the City has saved around at \$1.5 million. It is recommend that the City take action now to offset and stabilize projected bigger increases in the future.

**Alternatives:**

There is no “good option”, but only to preserve a predictable rate for the short term and hope that the electric market softens when it is time to renegotiate.

**Alternative #1**

Allow the current contract to expire, solicit rates from energy suppliers, and consider a future price contract in the fall of the year before November 1, 2023 with the hope that prices would drop greater than \$35-\$38 dollars per megawatt in the next 8-9 months.

Please note that forward prices during this timeframe are significantly higher than the Blend and Extend option. Power supply rates at this level is very unlikely in the foreseeable future.

**Alternative #2**

Default to NorthWestern Energy when the current contract expires where the current Electric Service Secondary Demand meter rates (representing the bulk of the City’s electric meters) as of January 2023 for energy supply including deferred supply costs and taxes is \$83.41/Megawatt hour.

**While the MWh is less, once the city of Great Falls returns to the NWE territory, it will no longer be able to solicit electric proposals and will default to NWE permanently.** The City has enjoyed an extraordinarily favorable MWh rate since November 30, 2017 which resulted in significant savings for taxpayers and lighting district assessments.

**Attachments/Exhibits:**

Current agreement with EKI.



**Deal No. Various**  
Trade Date: 11/30/17

The City of Great Falls  
Attn: Confirmation Department

**MASTER POWER PURCHASE AND SALE AGREEMENT  
CONFIRMATION LETTER**

This confirmation letter shall confirm the Transaction agreed to on **November 30, 2017** between **The City of Great Falls** and **Energy Keepers, Inc.** regarding the sale/purchase of the Product under the terms and conditions as follows:

**Seller:** Energy Keepers, Inc.

**Buyer:** The City of Great Falls

**Product:** Electricity Firm LD (Firm) with 6% Contingency Reserves

**Contract Quantity:** Detail attached

**Delivery Point:** Kerr or Alternative POD on the NWMT System

**Price:** \$29.25 / MWh

**Delivery Period:** November 1, 2018 – October 31, 2023

Monday through Sunday, HE 0100 through 2400 (24 Hours) PPT, including NERC holidays

This confirmation letter is being provided pursuant to and in accordance with the Master Electric Sales Agreement, executed on November 30, 2017 (the "Master Agreement") between The City of Great Falls and Energy Keepers, Inc., and constitutes part of and is subject to the terms and provisions of such Master Agreement. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement.

Please acknowledge your acceptance of these terms and conditions by having the appropriate, authorized party in your organization sign below and return this to EKI via email to [riskconfirms@teainc.org](mailto:riskconfirms@teainc.org). If these terms are contrary to your understanding, please notify Energy Keepers, Inc. immediately as failure to notify EKI within 2 business days constitutes your acceptance of the transaction as described above. Please note that verbal agreements regarding transactions are binding. The parties agree that telephonic conversations may be recorded and such recordings are proof of verbal agreements. The recordings are admissible as evidence in the event of a dispute.

**Energy Keepers, Inc.**

Name:

Title: Director, Power Management

Phone No: (406) 872-0208

Fax: (406) 883-1183

Email: [travis.togo@energykeepersinc.com](mailto:travis.togo@energykeepersinc.com)

**The City of Great Falls**

Name:

Title:

Deputy City MGR

Phone No:

Fax:

**APPROVED FOR LEGAL CONTENT**

  
Sara R. Sexe, City Attorney



**Deal No. Various**  
 Trade Date: 11/30/17  
 The City of Great Falls  
 Attn: Confirmation Department

**Delivery Schedule Detail**

**Delivery Schedule:** Monday through Sunday, HE 0100 through 2400 (24 Hours) PPT, including NERC holidays

**Time Zone:** PPT

**Schedule / Volume:**

Month	On-Peak	Off-Peak
January	3	3
February	2	3
March	2	2
April	2	2
May	2	3
June	3	3
July	4	4
August	3	4
September	3	3
October	2	3
November	2	3
December	3	3

**On-Peak** is defined as Monday through Sunday, HE 0700 through 2200 (16 Hours) PPT (7 x 16); **Off-Peak** is defined as Monday through Sunday, HE 0100 through 0600 and HE 2300 through 2400 (8 hours) PPT (7 x 8).

**Total Quantity:** 121,405 MWh

**Reserves**

Seller will provide 6% Contingency Reserves, or Schedules 5 & 6 of the NWMT OATT from March 1, 2019 forward through the end of the contract term.

**Confidentiality**

Buyer may publicly disclose that it has consummated this transaction with Seller and the Delivery Period upon execution of this Confirmation Letter. Buyer may publicly disclose the Price fourteen (14) days after the execution of this Confirmation Letter.

**Accelerated Damages**

Yes





**Deal No. Various**  
 Trade Date: 11/30/17  
 The City of Great Falls  
 Attn: Confirmation Department

### **Replacement Power Provisions**

If Kerr Dam is unavailable, Seller will provide firm energy at an alternative point of delivery where Seller will use Buyer's NorthWestern Energy Network Integration Transmission Service ("NITS") to serve Buyer's facility load.

### **Remarketing Credit Provisions**

If Buyer fails to receive Product and provides notification to Seller at least four (4) days in advance of inability to receive Product, Seller will remarket the energy and provide a remarketing credit to buyer in the following manner:

MWh of reduced volume (for given day) \* 90% of the Mid-C Day-Ahead On-Peak and Off-Peak Index

### **Credit / Billing Provisions**

The provisions of Attachment 1 to this Confirmation Letter replace Section 10 of the Master Agreement and all references to Section 10 in the Master Agreement, including but not limited to such references contained in Sections 6.A.iv and 6.B.iv thereof, shall refer to and be deemed to refer to Attachment 1.

### **Renewable Energy Credits**

Seller is responsible for fulfilling the applicable requirements, if any, to provide renewable energy credits under Montana law at no cost to Buyer.

## Master Electric Sales Agreement

This Master Electric Sales Agreement (“Agreement”) is made and entered into this 30 day of Nov 2017, by and between **Energy Keepers, Incorporated** (“Seller”), a federally chartered corporation wholly owned by the Confederated Salish and Kootenai Tribes, with offices located at 110 Main Street – Suite 304, Polson, MT 59860, and **City Of Great Falls, Montana** (“Buyer”), a municipal corporation organized and existing under the laws of the State of Montana, with offices located at 2 Park Drive South, Great Falls, Montana 59401 (each a “Party” and together the “Parties”).

Seller desires to sell electric energy to Buyer, and Buyer desires to purchase electric energy from Seller, ultimately for consumption at Buyer’s facilities in the State of Montana and interconnected to the NorthWestern Energy (“NWMT”) transmission system. Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement, intending to be legally bound, agree as follows:

1. Nature of Agreement. This Agreement sets forth the terms and conditions for electricity sales transactions between Buyer and Seller during the term of this Agreement; it does not obligate the Parties to enter into any particular electricity sales transactions. Each transaction-specific contract between the Parties (“Contract”) will consist of: (1) this Agreement and (2) a written confirmation signed by both Parties (“Confirmation”) under this Agreement.
2. Confirmation. A Confirmation shall, at a minimum, identify: (1) the product to be delivered (“Product”), (2) the quantity to be delivered and whether it is fixed or based on Buyer’s requirements (“Quantity”), (3) the pricing structure (“Contract Price”), (4) the delivery point (“Delivery Point”) and any metering obligations at the Delivery Point, (5) the term of the transaction, (6) whether accelerated payment of damages is applicable, and (7) whether Buyer is procuring Contingency Reserves (per WECC Standard BAL-002) from Seller as part of the transaction.
3. Term. The term of this Agreement shall commence on the date of execution and shall remain in effect until terminated by either Party upon thirty (30) days prior written notice; provided, however, that if one or more Contracts are in effect, termination shall not be effective until the expiration or latest completion date of such Contracts.
4. Obligations and Deliveries.
  - A. Seller’s and Buyer’s Obligations. With respect to each transaction, Seller shall sell and deliver, or cause to be delivered, and Buyer shall purchase and receive, or cause to be received, the Quantity of Product at the Delivery Point, and Buyer shall pay Seller the Contract Price. Seller shall be responsible for any costs or charges imposed on or associated with the Product or its delivery of the Product up to the Delivery Point. Buyer shall be responsible for any costs or charges imposed on or associated with the Product or its receipt at and from the Delivery Point.
  - B. Warranty. Seller warrants that it will transfer to Buyer good title to all Product sold under this Agreement, free and clear of all liens, claims, and encumbrances arising or attaching prior to the Delivery Point and that Seller’s sale is in compliance with all applicable laws and regulations.
  - C. Title and Risk of Loss. Title to and risk of loss of Product shall pass from Seller to Buyer at the Delivery Point.
  - D. Designated Network Resource Notification. At least 60 days prior to start of the first delivery under this Agreement, Buyer shall provide notice to NWMT of its intent to make “Kerr Dam” its designated network resource.
  - E. Real Power Losses. Real power losses shall be the sole responsibility of Buyer. The NWMT Open Access Transmission Tariff lists the energy and capacity loss factors on the NWMT transmission system.

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5. Non-Performance and Remedies for Non-Performance.

- A. Seller Failure. If Seller fails to deliver Product in accordance with the terms of a Confirmation, and such failure is not excused by Buyer's failure to perform or by Force Majeure (as defined in Section 7 of this Agreement), then Seller shall pay Buyer, on the date payment would otherwise be due in respect of the month in which the failure occurred or, if accelerated payment of damages is elected in the applicable Confirmation, within five (5) local business days after receiving an invoice, an amount for such deficiency equal to the positive difference, if any, calculated by subtracting the Contract Price from the price of replacement power actually purchased by Buyer using commercially reasonable means. The invoice shall include a written statement explaining in reasonable detail the calculation of such amount.
- B. Buyer Failure. If Buyer fails to receive Product in accordance with the terms of a Confirmation (and, if applicable, any remarketing credit provisions contained therein), and such failure is not excused by Seller's failure to perform or by Force Majeure (as defined in Section 7 of this Agreement), then Buyer shall pay Seller, on the date payment would otherwise be due in respect of the month in which the failure occurred or, if accelerated payment of damages is elected in the applicable Confirmation, within five (5) local business days after receiving an invoice, an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the price at which Seller actually sold the Product from the Contract Price; provided, however, that if Seller is unable to sell the undelivered Product using commercially reasonable means, Buyer shall owe Seller the entire Contract Price. The invoice shall include a written statement explaining in reasonable detail the calculation of such amount.
- C. Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages in a commercially reasonable manner.
- D. Disputes Regarding Damages. In the event the non-performing Party disputes the calculation of damages under this Section 5, the non-performing Party shall timely pay the full amount of the damages as required by this Section 5, subject to refund upon resolution of the dispute in accordance with the dispute resolution process set forth in Section 8 of this Agreement.
- E. Remedies Are Not Penalties. The Parties agree that the amounts recoverable under this Section 5 are a reasonable estimate of loss and not a penalty, and represent the sole and exclusive remedy for the performing Party.

6. Events of Default and Remedies for Events of Default.

- A. Definition of Event of Default. An "Event of Default" shall mean with respect to a Party ("Defaulting Party"), the occurrence of any of the following:
- i. The failure to make, when due, any payment required pursuant to this Agreement or any Confirmation, if such failure is not remedied within five (5) local business days after the Non-Defaulting Party issues a written notice of such failure to the Defaulting Party. The Non-Defaulting Party shall send the notice of default to the contact person for the Defaulting Party by both facsimile and overnight delivery in accordance with the notice provisions of Section 11 of this Agreement;
  - ii. Any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated;
  - iii. With respect to a Party, the institution of bankruptcy, reorganization, moratorium, liquidation or similar insolvency proceedings or other relief under any bankruptcy or insolvency law affecting creditor's rights, or the commencement of wind-up or liquidation proceedings;

- iv. The failure to provide within five (5) local business days, when required under this Agreement or any Confirmation, adequate assurances of its ability to perform all of its outstanding material obligations to the Non-Defaulting Party under this Agreement or any Confirmation, including without limitation failure to provide Performance Assurance (as defined below) pursuant to Section 10 of this Agreement;
- v. With respect to Seller, failure to provide clear and good title to Product as required by Section 4(B) of this Agreement, if such failure is not remedied within five (5) local business days after Buyer issues a written notice of such failure to Seller; or

B. Damages and Remedies for Events of Default.

- i. Suspension Period. If an Event of Default shall have occurred and be continuing, the Non-Defaulting Party, upon written notice to the Defaulting Party, shall have the right to withhold any payments due to the Defaulting Party under this Agreement and suspend performance of transactions under this Agreement and any Confirmation; provided, however, that: (1) such suspension must include all transactions then outstanding under this Agreement, (2) in no event shall any suspension continue for longer than ten (10) local business days without declaration of an Early Termination Date (as defined below), and (3) only one 10-day suspension period shall be available for each Event of Default occurrence. In no event shall the suspension period continue beyond the cure of the applicable Event of Default or waiver by the Non-Defaulting Party of the applicable Event of Default. If the Non-Defaulting Party seeks to terminate the suspension period prior to the end of the 10-day period, it shall provide at least twenty-four (24) hours written notice to the Defaulting Party. The Defaulting Party shall have no suspension rights. The exercise or non-exercise of the 10-day suspension period shall not in any way affect in the right of the Non-Defaulting Party to early termination of this Agreement under Section 6(B)(ii).
- ii. Early Termination. If an Event of Default shall have occurred and be continuing, the Non-Defaulting Party shall have the right to terminate this Agreement and any Confirmations by issuing a notice of early termination to the Defaulting Party, which notice shall designate a day, no earlier than the day that the notice is issued and no later than twenty (20) days after the notice is issued, as the early termination date (“Early Termination Date”).
- iii. Calculation of Settlement Amounts. All (but not less than all) of the outstanding transactions between the Parties under this Agreement and any Confirmation (each a “Terminated Transaction”) shall be terminated and liquidated as of the Early Termination Date. As soon as practicable after issuing the Notice of Early Termination, the Non-Defaulting Party shall calculate, in a commercially reasonable manner, the settlement amount (“Settlement Amount”) for each Terminated Transaction as of the Early Termination Date. When calculating the Settlement Amount, the Non-Defaulting Party shall rely on information supplied to it by third parties (including, without limitation, quotations, prices, yield curves, or other relevant market data) when calculating gains and losses; provided, however, that if the Non-Defaulting Party is not able, after using commercially reasonable efforts, to obtain such third party information, then the Non-Defaulting Party shall calculate gains and losses using market data available to it internally.
- iv. Net Out of Settlement Amounts: Calculation of Termination Payment. The Non-Defaulting Party shall calculate the termination payment due to or from the Non-Defaulting Party (“Termination Payment”) by netting out: (a) all Settlement Amounts that are due to the Defaulting Party plus, at the option of the Non-Defaulting Party, any cash or other form of security then available to the Non-Defaulting Party pursuant to Section 10

against (b) all Settlement Amounts that are due to the Non-Defaulting Party plus any cash or other form of security then available to the Defaulting Party pursuant to Section 10.

- v. Notice of Termination Payment. The Non-Defaulting Party shall notify the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to or due from the Non-Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of the Termination Payment.
  - vi. Payment of Termination Payment. If the Termination Payment is due to the Non-Defaulting Party, the Defaulting Party shall make payment of the Termination Payment to the Non-Defaulting Party within five (5) local business days after receiving the Notice of Termination Payment. If the Termination Payment is due to the Defaulting Party, the Non-Defaulting Party shall make payment of the Termination Payment to the Defaulting Party within five (5) local business days after issuing the Notice of Termination Payment.
  - vii. Disputes With Respect to Termination Payment. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within five (5) local business days after receiving the Notice of Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute; provided, however, that if the Termination Payment is due from the Defaulting Party, the Defaulting Party shall first transfer performance assurance (as defined below) to the Non-Defaulting Party in an amount at least equal to the Termination Payment.
7. Force Majeure. Force Majeure means any event beyond the reasonable control of a Party, which prevents, in whole or in part, that Party's performance or obligations under this Agreement or any Confirmation. Force Majeure includes, but is not limited to: acts of God, flood, drought, earthquake, storm, fire, lightning, explosion, epidemic, war, riot, act of terrorism, blockade, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, governmental restraint, and curtailment on the transmission system. Except for payment obligations already incurred, a Force Majeure event shall, upon notice, excuse the performance of both Parties performance during the Force Majeure event. The Party asserting the existence of a Force Majeure event shall promptly notify the other Party. Both Parties shall use commercially-reasonable means to mitigate losses due to a Force Majeure event.
8. Dispute Resolution.
- A. Informal Dispute Resolution. Prior to initiating binding arbitration pursuant to Section 8(B) of this Agreement, any dispute between the Parties under this Agreement first shall be referred to nonbinding mediation. The Parties shall attempt in good faith to agree upon a mediator. If the Parties are unable to agree on a mediator, the American Arbitration Association shall appoint a mediator.
  - B. Binding Arbitration. The Parties hereby elect binding arbitration as set forth in this Section 8(B) to resolve all disputes arising under this Agreement or any Confirmation, unless the Parties otherwise agree.
    - i. Initiating Binding Arbitration. A Party initiates binding arbitration under this Section 8(B) by notifying the other Party. The Parties shall attempt in good faith to agree upon an arbitrator. If the Parties are unable to agree on an arbitrator, the American Arbitration Association shall appoint an arbitrator. The arbitrator shall not possess a direct or indirect interest in either Party or the subject matter of the arbitration.
    - ii. Procedures. The procedures to be used for any arbitration under this Agreement shall be consistent with the commercial arbitration rules of the American Arbitration Association.

- iii. Consent. Each of the Parties to this Agreement consents to binding arbitration described in this Section 8(B) and understands that it will not be able to bring a lawsuit concerning this Agreement or any Confirmation. Notwithstanding the foregoing, nothing herein is intended to waive any provision of the Federal Arbitration Act, 9 U.S.C. § 1, et. seq., or any right under state statute or common law to challenge an arbitration award or to prevent any action to enforce any arbitration award.
- iv. Remedies. A Party's liability and damages under any arbitration award resulting from the process set forth in this Section 8(B) shall be limited as provided in this Agreement or any Confirmation.
- v. Enforcement. If an award is granted as a result of the binding arbitration, then each Party expressly consents to the jurisdiction of, and agrees to accept and be bound by any order or judgment of, the United States District Court for the District of Montana or, in the event such federal district court does not accept jurisdiction, then any other forum of competent jurisdiction to enforce such arbitration award, and any federal or other court (as applicable) having appellate jurisdiction thereof, consistent with the terms and provisions of this Section 8(B). Seller waives any requirement which may exist for exhaustion of any remedies available in any Indian tribal forum prior to the commencement of any action for enforcement of any award resulting from binding arbitration under this Agreement, even if any such Indian tribal forum would have concurrent jurisdiction over any such action but for this waiver. With respect to any action for enforcement of any award resulting from binding arbitration under this Agreement, Buyer waives any sovereign immunity it may have as a municipal corporation organized and existing under the laws of the State of Montana.
- vi. Costs. Each Party shall be responsible for its own costs and those of its counsel and representatives. The Parties shall equally divide the costs of the arbitrator or mediator and the hearing.
- vii. Confidentiality. Any arbitration or mediation under this Section 8 shall be conducted on a confidential basis and not disclosed, including any documents or results which shall be considered confidential, unless the Parties otherwise agree or such disclosure is required by law. As discussed further in Section 14 below, Seller recognizes that Buyer is a public entity that may be subject to public inspection or records retention laws.

C. Limited Waiver of Sovereign Immunity.

- a. Authorization. Seller has duly authorized a limited waiver of sovereign immunity for the purposes of enforcing this Agreement pursuant to the Federal Charter of Incorporation of Energy Keepers, Incorporated, Article VII, approved by the U.S. Department of the Interior, Bureau of Indian Affairs ("BIA") August 29, 2012, ratified by the Tribal Council of the Confederated Salish and Kootenai Tribes ("CSKT") September 4, 2012. No further approval of the BIA and no further ratification of the Tribal Council of CSKT is required for this limited waiver of sovereign immunity to be enforceable.
- b. Scope of Waiver. Subject to the provisions of this Section 8(B)(viii), Seller hereby expressly and irrevocably grants to Buyer a limited waiver of its sovereign immunity from suit that Seller may otherwise enjoy under applicable federal, state or CSKT law and consents to binding arbitration in accordance with this section if a dispute arises between Buyer and Seller.
- c. Procedural Requirements. Seller's limited waiver of its sovereign immunity is effective if each one of the following conditions is met:
  - 1. The claim is made by Buyer and/or its legal successors and assigns;

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2. The claim alleges non-performance or default by Seller of one or more of the representations, warranties, obligations, duties or covenants assumed by Seller under the terms of this Agreement;
  3. The claim seeks the exercise of remedies and/or measures of damages which are limited as provided in this Agreement or in any Confirmation; and
  4. With respect to any claim authorized in this section, the initial complaint, as authorized herein, must be commenced within three years after the claim accrues. The limited waiver granted herein will commence on the date of this Agreement and will continue for three years following the date of the termination of this Agreement, except that the waiver will remain effective for any proceedings then pending, and all appeals therefrom.
9. Billing and Payment.
- A. Billing Period. The accounting and billing period for transactions under this Agreement shall be one (1) calendar month, unless specified otherwise in the applicable Confirmation.
  - B. Payment Instructions. Each invoice shall include payment instructions.
  - C. Due Date. Payments for amounts billed under this Agreement and any Confirmation are due on the 20th day of the month in which the invoice is received or the 10th day after receipt of the invoice, whichever is later (“Due Date”). If the Due Date for a payment falls on a day that is not a local business day of the Party that must make payment, then the payment shall be due on the next following local business day.
  - D. Interest Charges. An interest charge may be applied to any amounts not paid on or before the Due Date. Interest shall be calculated daily, at a rate equal to 200 basis points above the per annum prime Rate reported daily in the Wall Street Journal for the period beginning on the day after the Due Date and ending on the day of payment, provided that such interest shall not exceed the amount permitted by law.
  - E. Disputes Regarding Invoices. In the event a Party owing money under an invoice disputes the invoiced amount, that Party shall timely pay the full amount of the invoice as required by this Section 9, subject to refund upon resolution of the dispute in accordance with the dispute resolution process set forth in Section 8 of this Agreement.
10. Creditworthiness. If a Party’s creditworthiness, financial responsibility, or performance viability becomes unsatisfactory to the other Party in such other Party’s reasonable discretion, the dissatisfied Party (the “First Party”) may provide the other Party (the “Second Party”) with written notice requesting Performance Assurance in an amount determined by the First Party in a commercially reasonable manner. Within five (5) local business days after receiving the written notice, the Second Party shall provide the Performance Assurance requested by the First Party. Performance Assurance shall mean: (1) the posting of a letter of credit, (2) cash collateral, (3) a guarantee executed by a creditworthy entity, or (4) some other mutually-agreed method of satisfying the First Party, the form of which being at the Second Party’s option (but subject to the First Party’s acceptance based upon reasonable discretion). The First Party shall be entitled to hold Performance Assurance in the form of cash provided that the following conditions are satisfied: (1) it is not a Defaulting Party and (2) cash shall be held only in any jurisdiction within the United States. To the extent the First Party is entitled to hold cash, the interest rate payable to the Second Party on cash shall be the Federal Funds Effective Rate. The Federal Funds Effective Rate shall be the rate for that day opposite the caption “Federal Funds (Effective)” as set forth in the weekly statistical release designated as H.15(519), or any successor publication, published by the Board of Governors of the Federal Reserve System.
11. Notices. Notices shall be made in accordance with Exhibit A to this Agreement.

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12. Taxes. The Contract Price for all transactions under this Agreement shall include full reimbursement for, and Seller is liable for and shall pay, or cause to be paid, or reimburse Buyer for if Buyer has paid, all taxes applicable to a transaction that arise prior to the Delivery Point. If Buyer is required to remit such tax, the amount shall be deducted from any sums due to Seller. Seller shall indemnify, defend, and hold harmless Buyer from any claims for such taxes. The Contract Price does not include reimbursement for, and Buyer is liable for and shall pay, cause to be paid, or reimburse Seller for if Seller has paid on Buyer's behalf, all taxes applicable to Buyer as a public entity, to a transaction arising at and from the Delivery Point, including any taxes imposed or collected by a taxing authority with jurisdiction over Buyer. Buyer shall indemnify, defend, and hold harmless Seller from any claims for such taxes. Either Party, upon written request of the other Party, shall provide a certificate of exemption or other reasonably satisfactory evidence of exemption if either Party is exempt from taxes, and shall use reasonable efforts to obtain and cooperate with the other Party in obtaining any exemption from or reduction of any tax. Taxes are any amount imposed by a taxing authority associated with the transaction. This Section 12 is not intended to affect or prejudice any determination by a court of competent jurisdiction regarding whether Seller is subject to the jurisdiction of the State of Montana, or any state, with regard to application of state tax laws against Seller and in no event shall this Section 12 be interpreted as acquiescence by Seller to the jurisdiction of the State of Montana, or any state, for tax purposes.
13. Governing Law. This Agreement, and any Confirmation, shall be construed in accordance with the laws of the State of Montana, without regard to its choice of law rules.
14. Confidentiality. Buyer and Seller shall keep confidential the terms and conditions of this Agreement and any Confirmation, except as may be required: (i) in order to effectuate the terms of the Agreement or Confirmation, (ii) in order to meet the lawful requirements of any regulatory body having jurisdiction, or (iii) in order to comply with applicable law, including but not limited to applicable public inspection or records retention laws. All proprietary information furnished to one Party by the other Party under this Agreement or any Confirmation shall be treated as confidential and as the sole property of the Party providing such information, and shall not be used by the receiving Party for any purpose not expressly authorized under this Agreement.

Seller recognizes that this Agreement involves interaction with a public entity. Any oral or written information provided to the Buyer or its employees by Seller may be subject to public inspection under Montana or other applicable law and may be subject to records retention laws. If a request for Seller's information is made, Buyer will notify Seller of such request. If Seller intends to claim that any such requested documentation is confidential, proprietary, or trade secret information as identified in Mont. Code Ann. §30-14-402, or otherwise under applicable law, it will be required to take any and all steps necessary, including court action, to establish that the information is not subject to public disclosure.

15. Miscellaneous.
- A. Limitation of Remedies, Liability and Damages. EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR

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CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

- B. Assignment. Neither Party may assign its rights under this Agreement without prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.
- C. Entire Agreement. This Agreement supersedes any other agreement, whether written or oral, that may have been made or entered into by the Parties with respect to the subject matter hereof. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Agreement.
- D. Merger. This Agreement constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, no Party has relied upon any statement, representation, warranty or agreement of any other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than those expressly stated in this Agreement.
- E. Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of both of the Parties hereto.
- F. Severability. In the event that any of the terms, covenants or conditions of this Agreement, or the application of any such terms, covenants or conditions, is held invalid, illegal, or unenforceable by any court or administrative body having jurisdiction, all other terms, covenants and conditions of the Agreement and their application not adversely affected thereby will remain in force and effect; provided, however, that the Parties shall negotiate in good faith, but have no obligation to agree, to attempt to implement an equitable adjustment in the provisions of this Agreement with a view toward effecting the purposes of this Agreement by replacing the provision that is held invalid, illegal or unenforceable with a valid provision the economic effect of which comes as close as possible to that of the provision that has been found to be invalid, illegal or unenforceable.
- G. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as giving any person, other than the Parties and their successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.
- H. Headings for Convenience Only. The headings to each of the various sections of this Agreement are for convenience only and shall have no effect on, and shall not be deemed a part of, the text of the Agreement.
- I. Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and which together constitute only one agreement. The signatures of both of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or electronic mail is as effective as executing and

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delivering this Agreement in the presence of the other Party to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Party to the other Party. In proving this Agreement, a Party must produce or account only for the executed counterpart of the Party to be charged.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their authorized representatives as of the date first above written.

**CITY OF GREAT FALLS, MONTANA**

**ENERGY KEEPERS, INCORPORATED**

By: 

Name: Gregory T. Doyon

Title: City Manager

By: \_\_\_\_\_

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

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

**ATTEST:**

  
Lisa Kunz, City Clerk

**\* APPROVED AS TO FORM:**

By:   
Sara R. Sexe, 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.

[Signature Page to Master Electric Sales Agreement]

Execution Version

delivering this Agreement in the presence of the other Party to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Party to the other Party. In proving this Agreement, a Party must produce or account only for the executed counterpart of the Party to be charged.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their authorized representatives as of the date first above written.

**CITY OF GREAT FALLS, MONTANA**

**ENERGY KEEPERS, INCORPORATED**

By: [Signature]  
Name: Gregory T. Doyon  
Title: City Manager

By: [Signature]  
Name: Daniel Howlett  
Title: Power Marketing Manager

**ATTEST:**

[Signature]  
Lisa Kunz, City Clerk



**\* APPROVED AS TO FORM:**

By: [Signature]  
Sara R. Sexg, 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.

[Signature Page to Master Electric Sales Agreement]

Execution Version

**Exhibit A: Notices**

<p><b>Name: City of Great Falls, Montana</b></p>	<p><b>Name: Energy Keepers, Incorporated</b></p>
<p>All Notices:                  Street: 2 Park Drive South                  City: Great Falls, MT Zip: 59401                  Attn: City Manager                  CC: City Attorney                  Phone: 406-455-8450                  Facsimile: 406-727-0005                   Duns: 060267093                  Federal Tax ID Number: 81-6001269</p>	<p>All Notices:                  Street: 110 Main St., Suite 304                  City: Polson, MT Zip: 59860                  Attn: Director of Power Management                  CC: General Counsel                  Phone: (406) 883-1113                  Facsimile: (406) 883-1183                   Duns: 078764413                  Federal Tax ID Number: 46-1503578</p>
<p><b>Confirmations:</b>                  Attn: City Manager                  Phone: 406-455-8450                  Facsimile: 406-727-0005                  Email: gdoyon@greatfallsmt.net</p>	<p><b>Confirmations:</b>                  Attn: Risk Control                  Phone: (904) 360-1459                  Facsimile: (904) 360-0425                  Email: riskconfirms@teainc.org</p>
<p><b>Prescheduling: Not Applicable</b>                  Attn:                  Phone:                  Facsimile:                  Email:</p>	<p><b>Prescheduling:</b>                  Attn: Scheduling Desk                  Phone: (425) 460-1120                  Facsimile: (425) 468-1792                  Email: Group-Corp-                  TradingSchedulersWest@teainc.org</p>
<p><b>Settlement: Not Applicable</b>                  Attn:                  Phone:                  Facsimile:                  Email:</p>	<p><b>Settlement:</b>                  Attn: Davida Zaros                  Phone: (904) 360-1358                  Facsimile: (904) 665-0217                  Email: CFA@teainc.org</p>
<p><b>Invoices/Billing/Payments:</b>                  Attn: Finance Department                  Phone: 406-455-8476                  Facsimile: 406-452-8048                  Email: mkinzler@greatfallsmt.net</p>	<p><b>Invoices/Billing/Payments:</b>                  Attn: Checkout, Finance &amp; Accounting                  Phone: (904) 360-1349                  Facsimile: (904) 665-0217                  Email: CFA@teainc.org</p>
<p><b>Wire Transfer:</b>                  BNK: US Bank                  ABA: 092900383                  Account Name: City of Great Falls Master                  Account                  Account No.: 150090411979</p>	<p><b>Wire Transfer:</b>                  BNK: PNC Bank, N.A.                  ABA for Wires: 043000096                  ABA for ACH: 267084199                  Account Name: TEA Solutions, Inc.                  Account No.: 1219070235</p>

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<p><b>Credit and Collections:</b> Attn: Finance Department Phone: 406-455-8476 Facsimile: 406-452-8048 Email: mkinzler@greatfallsmt.net</p>	<p><b>Credit and Collections:</b> Attn: Credit Department Phone: (904) 360-1443 Facsimile: (904) 665-0227 Email: ccarrigan@teainc.org</p>
<p><b>With additional Notices of an Event of Default or Potential Event of Default to:</b> Attn: Gregory T. Doyon, City Manager CC: Charles Anderson, Assistant City Manager Phone: 406-455-8450 Facsimile: 406-727-0005 Email: gdoyon@greatfallsmt.net CC: canderson@greatfallsmt.net</p>	<p><b>With additional Notices of an Event of Default or Potential Event of Default to:</b> Attn: General Counsel CC: CFO Phone: (406) 883-1113 Facsimile: (406) 883-1183 Email: dan.decker@energykeepersinc.com CC: alvie.kinaman@energykeepersinc.com</p>

**Attachment 1 to Confirmation Letter Dated November 30, 2017 between  
Energy Keepers, Inc. (Seller) and City of Great Falls, Montana (Buyer) (“Party” or  
“Parties”)**

Section 1 – Performance Assurance Provided by Seller to Buyer

(a) Subject to subsection 1(c), Buyer may demand that Seller provide Performance Assurance equal to Buyer’s Exposure, as calculated pursuant to subsection 1(b) below, if Buyer’s Exposure is greater than zero (0) *and*, based on Seller’s most recent annual audited financial statements prepared in accordance with generally accepted accounting principles in the United States, i) Seller’s ratio of Cash Flow from Operations divided by Current Liabilities is less than 1.0, or ii) Seller’s Tangible Net Worth<sup>1</sup> is less than \$15 million, or iii) Seller’s Tangible Net Worth has declined by more than 25% from the previous year.

(b) Buyer’s Exposure shall be calculated by Buyer by the 5th day of each month, or the 5<sup>th</sup> Business Day next following such day if the first day of a month is not a Business Day, using the information available from the immediately preceding month. Buyer’s Exposure will be calculated as follows:

$$BE = (CP - EDP) \times RCE \text{ (but not less than 0)} + BA + SA$$

Where

BE means Buyer’s Exposure in dollars

CP means Current Price in \$/MWh, which is the price for a 25 MW flat block of power at Mid-Columbia, using hourly weighted average ICE Peak and Off-Peak prices, for the remaining months of the Delivery Period on the date Exposure (“Buyer’s Exposure” or “Seller’s Exposure”, as applicable) is calculated, with the month in which such date occurs being included as a month remaining in the Delivery Period. If ICE does not provide prices for some of the remaining contract months, the Parties agree to use interpolation or extrapolation or other mutually agreeable methods to determine prices for these months. If ICE ceases providing prices at Mid-Columbia, the Parties will mutually agree to an alternative price index.

EDP means Effective Date Price, which is the price for a 25 MW flat block of power at Mid-Columbia, using hourly weighted average ICE Peak and Off-Peak prices, for the Delivery Period on the execution date of the Confirmation. If ICE does not provide prices for some of the remaining contract months, the Parties agree to use interpolation or extrapolation or other mutually agreeable methods to determine prices for these months.

RCE means Remaining Contract Energy, which is the volume of energy in MWh remaining in the Delivery Period on the date the Exposure (“Buyer’s Exposure” or “Seller’s Exposure”, as applicable) is calculated, beginning with the prompt-month remaining in the Delivery Period.

BA means Billed Activity, which is any invoice for past deliveries that has not yet been paid.

SA means Settlement Activity, which is any past deliveries that have not yet been invoiced.

<sup>1</sup> Tangible Net Worth is defined as total assets less the sum of 1) intangible assets, 2) goodwill assets, and 3) total liabilities.

(c) Any demand by Buyer for Performance Assurance shall be made in writing and delivered to Seller, and shall set forth the calculation of Buyer's Exposure made by Buyer and amount of Performance Assurance demanded. Upon receipt of such demand, Seller shall have five (5) Business Days from the date of such notice to provide the Performance Assurance demanded, in an amount equal to Buyer's Exposure rounded down to the nearest \$100,000. If there is a dispute as to the proper calculation of Buyer's Exposure, Performance Assurance will be provided for the undisputed amount and the disputed amount will be subject to the Dispute Resolution procedures in Section 8 of the Master Agreement.

(d) In the event that the Seller fails to provide Performance Assurance to the Buyer within five (5) Business Days of the date of demand issued pursuant to subsection 1(c), then an Event of Default under Section 6 of the Master Agreement shall be deemed to have occurred and Buyer will be entitled to the remedies set forth in that Section 6.

#### Section 2 – Performance Assurance Provided to Seller by Buyer

(a) Subject to subsection 2(c), Seller may demand that Buyer provide Performance Assurance equal to Seller's Exposure, as calculated pursuant to subsection 2(b) below, if Seller's Exposure is greater than zero (0) and Buyer's lowest rating by S&P Global Ratings ("S&P") if rated by S&P, Moody's Investor Services ("Moody's") if rated by Moody's, or Fitch Ratings ("Fitch") if rated by Fitch for the seniormost bond rating for general obligation bonds is below investment grade<sup>2</sup> or if Buyer is not rated by at least one of S&P, Moody's, or Fitch.

(b) Seller's Exposure shall be calculated by Seller by the 5<sup>th</sup> day of each month or the 5<sup>th</sup> Business Day next following such day if the first day of a month is not a Business Day, using the information available from the immediately preceding month. Seller's Exposure will be calculated as follows:

$$SE = (EDP - CP) \times RCE \text{ (but not less than zero)} + BA + SA$$

Where

SE means Seller's Exposure in dollars

EDP means Effective Date Price, which is defined in section 1(b) above.

CP means Current Price in \$/MWh, which is defined in section 1(b) above.

RCE means Remaining Contract Energy, which is defined in section 1(b) above.

BA means Billed Activity, which is defined in section 1(b) above.

SA means Settlement Activity, which is defined in section 1(b) above.

(c) Any demand by Seller for Performance Assurance shall be made in writing and delivered to Buyer, and shall set forth the calculation of Seller's Exposure made by Seller and the amount of Performance Assurance demanded. Upon receipt of such demand, Buyer shall have five (5) Business Days from the date of such notice to provide the Performance Assurance demanded, in an amount equal to Seller's Exposure rounded down to the nearest \$100,000. If there is a dispute as to the proper calculation of Seller's Exposure, Performance Assurance will be provided for the undisputed amount and the disputed amount will be subject to the Dispute Resolution procedures in Section 8 of the Master Agreement.

<sup>2</sup> Below Investment Grade is defined as a rating below BBB- for S&P/Fitch and below Baa3 for Moody's.

(d) In the event that the Buyer fails to provide Performance Assurance to the Seller within five (5) Business Days of the date of demand issued pursuant to subsection 2(c), then an Event of Default under Section 6 of the Master Agreement shall be deemed to have occurred and Seller will be entitled to the remedies set forth in that Section 6.

Section 3 - Form of Performance Assurance. Performance Assurance may be provided to the Buyer or Seller requesting Performance Assurance (Requesting Party) in the form of cash, one or more letter(s) of credit in a form reasonably acceptable to the Requesting Party, dedication of an existing line of credit in a form reasonably acceptable to the Requesting Party, a guaranty from an entity with an investment grade credit rating in a form reasonably acceptable to the Requesting Party, or other security acceptable to the Requesting Party.

Section 4 - Financial Information. If requested by Party A, Party B shall deliver within 120 days following the end of each fiscal year, a copy of Party B's annual report containing audited consolidated financial statements for such fiscal year. In all cases the statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as such Party receiving the request diligently pursues the preparation, certification and delivery of the statements.

For purposes herein, "Party A" shall mean the Party that is requesting financial information and "Party B" is the Party that is providing financial information.

Section 5 - Periodic Credit Review. As commercially reasonable, either Party may request the other to review the amount of unsecured credit that it is willing to extend to the requesting Party due to significant changes in the financial condition of the requesting Party. The Party undertaking the financial review shall do so reasonably and in good faith.

ENERGY KEEPERS, INC.

CITY OF GREAT FALLS, MONTANA

By: [Signature]  
Name: Daniel Howlett  
Title: Power Marketing Manager

By: [Signature]  
Name: C.V. Anderson  
Title: Deputy City MGR

APPROVED FOR LEGAL CONTENT

[Signature]  
Sara R. Sexe, City Attorney



(d) In the event that the Buyer fails to provide Performance Assurance to the Seller within five (5) Business Days of the date of demand issued pursuant to subsection 2(c), then an Event of Default under Section 6 of the Master Agreement shall be deemed to have occurred and Seller will be entitled to the remedies set forth in that Section 6.

Section 3 – Form of Performance Assurance. Performance Assurance may be provided to the Buyer or Seller requesting Performance Assurance (Requesting Party) in the form of cash, one or more letter(s) of credit in a form reasonably acceptable to the Requesting Party, dedication of an existing line of credit in a form reasonably acceptable to the Requesting Party, a guaranty from an entity with an investment grade credit rating in a form reasonably acceptable to the Requesting Party, or other security acceptable to the Requesting Party.

Section 4 - Financial Information. If requested by Party A, Party B shall deliver within 120 days following the end of each fiscal year, a copy of Party B’s annual report containing audited consolidated financial statements for such fiscal year. In all cases the statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as such Party receiving the request diligently pursues the preparation, certification and delivery of the statements.


For purposes herein, “Party A” shall mean the Party that is requesting financial information and “Party B” is the Party that is providing financial information.


Section 5 - Periodic Credit Review. As commercially reasonable, either Party may request the other to review the amount of unsecured credit that it is willing to extend to the requesting Party due to significant changes in the financial condition of the requesting Party. The Party undertaking the financial review shall do so reasonably and in good faith.

**ENERGY KEEPERS, INC.**

**CITY OF GREAT FALLS, MONTANA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Name: C.V. Anderson  
Title: Deputy City MGR

**APPROVED FOR LEGAL CONTENT**  
  
**Sara R. Sexe, City Attorney**

Execution Version



Commission Meeting Date: February 7, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Ordinance 3254, “An Ordinance Providing that the Charter of the City of Great Falls be Amended so that the Library Mill Limit be increased from 2 additional mills to 17 additional mills, an increase of 15 Mills, and Submitting Such Charter Amendment to the Electors of the City of Great Falls”

**From:** Great Falls Public Library

**Initiated By:** Great Falls Public Library

**Presented By:** Susie McIntyre, Library Director

**Action Requested:** Accept Ordinance 3254 on first reading and set public hearing for February 21, 2023

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**Suggested Motion:**

1. Commissioner moves:
 

“I move that the City Commission (accept / not accept) Ordinance 3254 on first reading and (set / not set) the public hearing for February 21, 2023.”
  2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.
- 

**Staff Recommendation:** Staff recommends that the Commission accept Ordinance 3254 on first reading and set a public hearing for February 21, 2023.

**Background:** The Great Falls Public Library is at a crossroads. Our current funding model isn’t adequate to provide the quality Library services that our community deserves. The Library is currently funded at \$19.00 per capita which is well below the Montana average of \$31.00 per capita. Cascade County and the City of Great Falls are currently unable to increase the funds provided to the Library through the existing funding mechanisms.

The Library spent months working with consultants and community partners to develop a Library Master Plan. The Plan provides a vision for the future. It provides information to guide decisions on facility maintenance and upgrades, library space configurations, library services, community outreach, staffing and funding. A key finding of the Master Plan is that current Library funding is inadequate.

The Great Falls Public Library Board has determined with the escalating costs of operations, a levy is necessary to provide sustainable annual funding to expand Library service, to continue to meet State standards and to provide for future growth.

The specific purpose of the requested levy is funding assistance for operating and maintenance costs and the request being a levy of 15 mills or approximately \$1,549,500.00 for Library operations;

Under Montana law, an amendment to a self-government charter may only be made by submitting the question of the amendment to the electors of the local government. § 7-3-103, MCA. In this type of situation where the local government is itself proposing the charter amendment, the amendment must be proposed by ordinance. The Ordinance being recommended to the Commission for approval here will serve as the procedural vehicle for submitting the proposed Charter amendment to the electors of the City of Great Falls this upcoming June.

**Significant Impacts:** The passage of a Library Levy will expand Library services for the community including:

- Expand Library hours to be open seven days a week
- Expand Bookmobile services to six days a week providing more services to daycares, schools and seniors.
- Expand youth services programs including early literacy outreach, school age programming, and college and life preparedness for teens.
- Provide more lifelong learning opportunities including expanded collections, electronic resources and adult and senior programming.
- Restart and expand outreach services including the Homebound program.
- Enhance technology resources including providing Internet access and digital resources.

The passage of a Library Levy would also eliminate the Library's need for a General Fund Subsidy and enable the City Commission to spend that \$350,000 on other City priorities.

**Fiscal Impact:** The adoption of the proposed Ordinance will refer an amendment to the City's Charter to the electors for approval or rejection. If the electors approve the proposed amendment, City of Great Falls taxpayers would pay an additional 15 Mills (approximately) \$1,549,500.00 to support Library operations. This would raise the Library's operating budget from approximately \$1,500,000 to approximately \$2,700,000 per year. Additionally, the City Commission would no longer provide a general fund subsidy of \$350,000 per year to the Library allowing for those funds to be invested in other City priorities.

Funds have been pledged to support the passage of a Library Mill Levy and will be used to pay for the cost of holding a special election.

**Alternatives:** The Commission could choose to not adopt the proposed Ordinance and preserve the status quo. This would leave the current funding for the Library in place resulting in an estimated Library budget shortfall for FY2024 of at least \$120,000. In order to balance the budget, the Library would need to reduce staffing which would result in reduced Library hours and services. The reduction in Library hours will take the Library below the minimum of 50 hours open per week required by the Montana Public Library Standards which would mean that the Library would not qualify for the Montana State Library per capita funding of approximately \$30,000.00.

**Concurrences:**

City Manager's Office  
Library Board of Trustees  
Library Foundation Board  
Library Master Plan 2022

**Attachments/Exhibits:**

Ordinance 3254

Ordinance 3254 Exhibit A

**ORDINANCE NO. 3254**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF GREAT FALLS AMENDING ARTICLE I, SECTION 3 OF THE CHARTER OF THE CITY OF GREAT FALLS TO INCREASE THE AUTHORIZED ADDITIONAL MILLS FOR OPERATION, MAINTENANCE AND CAPITAL NEEDS OF THE GREAT FALLS PUBLIC LIBRARY FROM TWO (2) MILLS TO SEVENTEEN (17) MILLS AND SUBMITTING SUCH CHARTER AMENDMENT TO THE ELECTORS OF THE CITY OF GREAT FALLS**

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

Section 1: That Article I, Section 3 of the Charter of the City of Great Falls be amended as depicted in Exhibit “A” attached hereto, removing the language indicated by ~~strikeout~~ and adding the language indicated by underline, and that such amendment be subject to a separate vote by the electors of the City of Great Falls; and

Section 2: REFERRAL TO ELECTORS. This Ordinance shall be referred to the electors of the City of Great Falls at a special election to be conducted on June 6, 2023; and

Section 3: EFFECTIVE DATE. This Ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law, but the amendment to the Charter of the City of Great Falls reflected in said Ordinance shall be effective only if certified as approved by the electors as provided by law and then, if so approved, shall become effective on July 1, 2023.

APPROVED by the City Commission on first reading February 7, 2023.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading February 21, 2023.

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

ATTEST:

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

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
David G. Dennis, City Attorney

## Ordinance Exhibit "A"

Charter of the City of Great Falls  
Article I, Section 3 Mill Levy Limit

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### ARTICLE I - - GENERAL PROVISIONS OF CHARTER GOVERNMENT

#### SECTION 3 - - MILL LEVY LIMIT

The total mill levy shall not exceed that allowed to general powers cities of the first class by Montana law, except that the City Commission may levy not more than ~~two (2)~~ seventeen (17) additional mills for the purpose of providing ~~additional~~ funds for the operation, maintenance and capital needs of the Great Falls Public Library.



Commission Meeting Date: February 7, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Annexation of Tract 1 of Certificate of Survey No. 5337 Located in the NW1/4 of Section 3, T20N, R3E, P.M.M., Cascade County, Montana; and establishment of City zoning classification of M-2 Mixed-use Transitional

**From:** Lonnie Hill, Planner II, Planning and Community Development

**Initiated By:** Little Shell Tribe of Chippewa Indians of Montana

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

**Action Requested:** City Commission accept Ordinance 3255 on first reading and set a public hearing for March 7, 2023

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3255 on first reading and (set/not set) a public hearing for March 7, 2023.”

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

**Staff Recommendation:** At the conclusion of a public hearing held on January 10, 2023, the Zoning Commission recommended the City Commission approve the establishment of City zoning classification of M-2 Mixed-use Transitional for Tract 1 of Certificate of Survey No. 5337. Staff also recommends approval of the applicant’s proposed zoning request with the following conditions:

1. **General Code Compliance.** The proposed project shall be developed consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. **Improvement Agreement.** The applicant shall abide by the terms and conditions as well as pay all fees and reimbursements specified in the attached Improvement Agreement for the subject property. The Improvement Agreement must be signed by the applicant and recorded for the subject property.
3. **Land Use & Zoning.** Development of the property shall be consistent with the allowed uses and specific development standards for the M-2 Mixed-use Transitional zoning district designation.

**Summary:**

The Little Shell Tribe of Chippewa Indians of Montana submitted an application on October 20, 2022 to annex and establish City zoning designation of M-2 Mixed-use Transitional to the 3.684 acre parcel of

land addressed as 1301 Stuckey Road. The Little Shell Tribe is requesting annexation into city limits for the benefit of the use of City water and sewer services. The subject property has both water and sewer mains adjacent to the parcel within Stuckey Road. These utilities were installed as part of the Montana Eggs annexation into the City just north of this property in 2011. In 2020, the Little Shell Tribe annexed another parcel farther north along Stuckey Road into city limits, and in coordination with that request, they extended both the existing water and sewer mains along Stuckey Road farther north. In 2021, Stuckey Road was improved as a part of a Montana Department of Transportation project and is built to City standards.

**Annexation by Petition Request:**

The subject property is a 3.684 acre parcel on the east side of Stuckey Road, beginning approximately 700 feet north of the Northwest Bypass. The parcel is owned by the Little Shell Tribe, who also own additional property and facilities within City limits, some of which are farther north along Stuckey Road. The subject property is contiguous to City limits, and the adjacent portion of Stuckey Road is already annexed into the City. Because of the infrastructure construction that was done in coordination with the Montana Eggs Annexation in 2010, the Little Shell Tribe will owe utility reimbursements to the City, which is discussed in further detail under the section “Required Improvements and Reimbursements”.

The basis for decision for an annexation by petition request is listed in OCCGF §17.16.7.050 of the Land Development Code. The recommendation of the Planning Advisory Board and the decision of City Commission shall at a minimum consider the criteria which are attached as *Findings of Fact/Basis of Decision – Annexation by Petition*. City staff support annexation of the property due to the presence of utility and road infrastructure that already comply with City standards.

**Establishment of Zoning Request:**

The parcel currently is being used for miscellaneous storage. Once annexed, the Little Shell Tribe would like to use the property for cold storage for groceries for tribal members. The surrounding zoning districts in the area include I-1 Light Industrial and M-2 Mixed-use Transitional to the north, R-2 Single-family medium density farther to the east, and M-2 and POS Public lands and Open Space to the south. The properties on the western side of Stuckey Road are still in Cascade County jurisdiction and have county-designated zoning district of Industrial-1. Based on the proposed use and the surrounding zoning districts, it has been determined that the most fitting zoning district for the Little Shell Tribe’s parcel is M-2 Mixed-use Transitional.

The basis for decision on zoning map amendments is listed in OCCGF §17.16.40.030. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the criteria which are attached as *Findings of Fact/Basis of Decision – Zoning Map Amendment*.

**Required Improvements and Reimbursements:**

The on-site improvements required of the proposal will include everything required to provide water and sanitary sewer service, sanitary sewer industrial pretreatment (as applicable), fire protection, storm drainage, storm water quality treatment, and access for the subject property. Access for purposes of emergency vehicles shall be installed to the specifications of the City.

As a requirement of Annexation Resolution 9987, water and sanitary sewer mains were extended along the frontage of the subject property to provide public utility service for development of property located at 1401 Stuckey Road (former Montana Eggs plant site). The City is still owed \$56,162.59 for expenses from this utility construction. Based on the frontage length of the subject property, the applicant shall be



required to pay the pro-rata reimbursement cost in the amount of \$45,487.54. This fee shall be paid to the City within thirty (30) days of approval of the subject property's annexation.

**Neighborhood Council Input:**

The subject property is located adjacent to Neighborhood Council #3. There is no adopted neighborhood plan for Neighborhood Council #3, or any other Council within the City. The applicant presented the proposal for annexation and establishment of zoning to Neighborhood Council #3 on January 5<sup>th</sup>, 2023. The council voted to support the proposal.

**Concurrences:**

Representatives from the City's Public Works, Legal, and Fire Departments have been involved throughout the review and approval process for this project, and will continue throughout any permit approval processes. Both Engineering and Environmental Divisions of Public Works have collaborated on the submitted *Improvement Agreement*.

**Fiscal Impact:**

Because Stuckey Road is already owned and maintained by the City's Street and Traffic Division, and the area is already served by City water, sewer, and emergency services, there will be no additional cost to the City. The annexation will facilitate future improvement to the property. This will increase the City's tax base and increase revenue.

**Alternatives:**

The Planning Advisory Board/Zoning Commission could recommend denial of the annexation and zoning map amendment request. For these actions, the Planning Advisory Board/Zoning Commission must provide separate Findings of Fact/Basis of Decision for denial of the annexation and establishment of zoning.

**Attachments/Exhibits:**

- Ordinance 3255
- Ordinance 3255 Exhibit A
- Findings of Fact/Basis of Decision – Zoning Map Amendment
- Resolution 10489
- Resolution 10489 Exhibit A
- Findings of Fact/Basis of Decision – Annexation
- Site Photo
- Applicant Narrative
- Preliminary Plan
- Certificate of Survey #5337
- Improvement Agreement
- Allowable Uses by District for M-2
- Lot Area and Dimensional Standards for M-2

**ORDINANCE 3255**

**AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF M-2 MIXED-USE TRANSITIONAL TO TRACT 1 OF CERTIFICATE OF SURVEY NO. 5337 LOCATED IN THE NW1/4 OF SECTION 3, T20N, R3E, PMM, CASCADE COUNTY, MONTANA.**

\* \* \* \* \*

**WHEREAS**, the property owners, Little Shell Tribe of Chippewa Indians of Montana, have petitioned the City of Great Falls to annex the subject property, consisting of ±3.684 acres, legally described as Tract 1 of Certificate of Survey No. 5337 located in the NW1/4 of Section 3, T20N, R3E, PMM, Cascade County, Montana; and,

**WHEREAS**, the property owners, Little Shell Tribe of Chippewa Indians of Montana, have petitioned the City of Great Falls to assign a zoning classification of M-2 Mixed-use Transitional to Tract 1 of Certificate of Survey No. 5337 located in the NW1/4 of Section 3, T20N, R3E, PMM, Cascade County, Montana upon annexation to the City; and,

**WHEREAS**, the Great Falls Zoning Commission conducted a public hearing on January 10, 2023, to consider said assignment of zoning classification of M-2 Mixed-use Transitional, and at the conclusion of said hearing, passed a motion recommending the City Commission assign said zoning classification to Tract 1 of Certificate of Survey No. 5337 located in the NW1/4 of Section 3, T20N, R3E, PMM, Cascade County, Montana; and,

**WHEREAS**, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 7th day of March 2023, before final passage of said Ordinance herein; and,

**WHEREAS**, following said public hearing, it was found and decided that the assignment of zoning classification of M-2 Mixed-use Transitional on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.030, and that the said zoning designation be made.

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

Section 1. It is determined that the herein requested zoning classification of M-2 Mixed-use Transitional meets the criteria and guidelines cited in Mont. Code Ann. § 76-2-304, and Section 17.16.40.030 of the OCCGF.

Section 2. That the zoning classification of “M-2 Mixed-use Transitional” be assigned to Tract 1 of Certificate of Survey No. 5337 located in the NW1/4 of Section 3, T20N, R3E, PMM, Cascade County, Montana as shown in “Exhibit A”, subject to the setbacks, and other development standards and by this reference made a part hereof, as well as all other applicable regulatory codes and ordinances.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading February 7, 2023.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading March 7, 2023.

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

ATTEST:

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

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
David Dennis, City Attorney

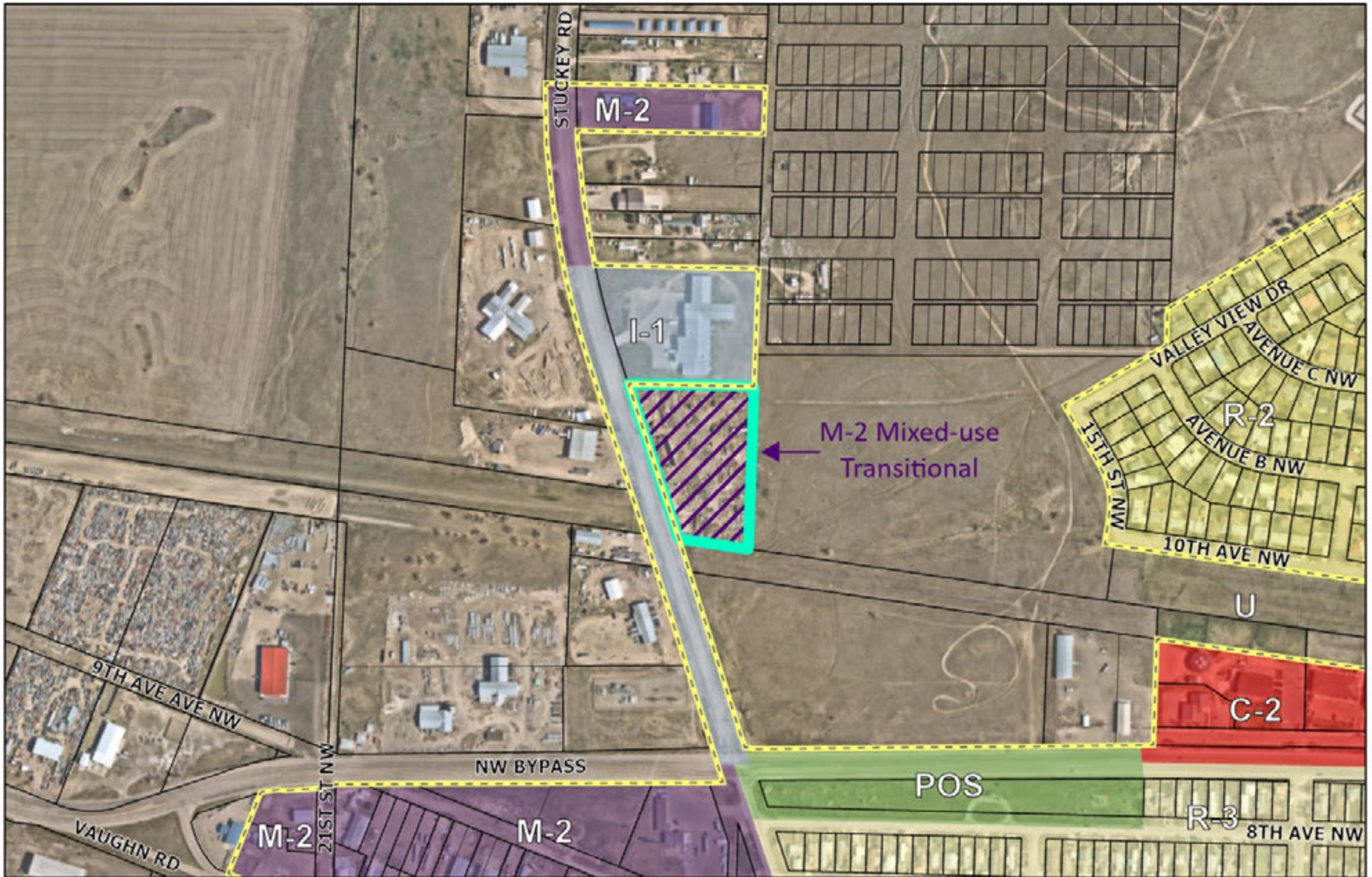
State of Montana )  
County of Cascade : ss  
City of Great Falls )


I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the City Commission, Ordinance 3255 on the Great Falls Civic Center posting board and the Great Falls City website.

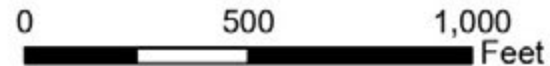
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Lisa Kunz, City Clerk

(CITY SEAL)

# Ordinance 3255 - Exhibit A



-  Subject Property
-  City Limit
-  Parcels



## FINDINGS OF FACT/BASIS OF DECISION – ZONING MAP AMENDMENT

Tract 1 of Certificate of Survey No. 5337 Located in the NW1/4 of Section 3, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana

### PRIMARY REVIEW CRITERIA:

The basis for decision on zoning map amendments is listed in Official Code of the City of Great Falls 17.16.40.030 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the following criteria:

**1. The amendment is consistent with and furthers the intent of the City's growth policy.**

The proposed zoning map amendment follows the intent and purpose of the 2013 Growth Policy Update. The amendment is consistent with the following physical growth policy goals:

- Phy4.1.3 - Create a balanced land use pattern that provides for a diversity of uses that will accommodate existing and future development in the City
- Phy4.2.3 - Support actions that bring properties into conformance with the City's Land Development Code requirements over time.
- Phy4.2.5 - Promote orderly development and the rational extension of infrastructure and City services.

The proposed M-2 Mixed-use Transitional zoning not only allows for the proposed use on the land, it also will allow for a variety of uses to be permitted on this property and future annexed properties. M-2 Mixed-use Transitional zoning would also create a buffer zone between the residential parcels to the east and the industrial zones to the area. Staff recommends the establishment of M-2 Mixed-use Transitional zoning rather than industrial or commercial based on the proposed use and looking toward future development possibilities. The zoning map amendment would meet goals of the 2013 Growth Policy Update and enable the policies to further be implemented.

**2. The amendment is consistent with and furthers adopted neighborhood plans, if any.**

The City of Great Falls is separated into nine Neighborhood Councils. The subject property is located adjacent to Neighborhood Council #3. There is no adopted neighborhood plan for Neighborhood Council #3, or any other Council within the City. The applicant presented the proposal for annexation and establishment of zoning to Neighborhood Council #3 on January 5th, 2023. The council voted to support the proposal.

**3. The amendment is consistent with other planning documents adopted by the City Commission, including the river corridor plan, transportation plan and sub-area plans.**

The subject property does not lie within any adopted planning or sub-area planning areas, with the exception of the Long Range Transportation Plan. The LRTP identified Stuckey Road as a committed MDT project, which has been designed, constructed, and completed.

**4. The code with the amendment is internally consistent.**

The proposed zoning map amendment is not in conflict with any portion of the existing City code provisions. Establishment of M-2 Mixed-use Transitional zoning matches the proposed use of the property and creates future flexibility for additional redevelopment activity to occur.

**5. The amendment is the least restrictive approach to address issues of public health, safety, and welfare.**

There are no existing, identified health, safety, and welfare issues on the subject property. Future development of the property under M-2 zoning will add storm water drainage improvements, paved parking, access control, and landscaping improvements to the site.

**6. The City has or will have the financial and staffing capability to administer and enforce the amendment.**

The City has the financial and staffing capability to administer and enforce the proposed zoning map amendment, if approved. Sewer and water mains as well as roadway improvements have already been constructed, and the applicant will be reimbursing the City for prior utility installation. City staff efforts will largely be limited towards plan review during the development stage.

**RESOLUTION 10489**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF THE CITY OF GREAT FALLS TO INCLUDE TRACT 1 OF CERTIFICATE OF SURVEY NO. 5337 LOCATED IN THE NW1/4 OF SECTION 3, T20N, R3E, PMM, CASCADE COUNTY, MONTANA IN ACCORDANCE WITH THE PROVISION OF SECTION 7-2-4601, MONTANA CODE ANNOTATED.**

\* \* \* \* \*

**WHEREAS**, the City of Great Falls is a city incorporated under the laws of the State of Montana, and having a population of more than ten thousand (10,000) is a city of the first class; and

**WHEREAS**, there is contiguous to said City, but without the boundaries thereof, certain tracts of land situated in the County of Cascade, State of Montana, and described as follows:

Tract 1 of Certificate of Survey No. 5337 located in the NW1/4 of Section 3, T20N, R3E, PMM, Cascade County, Montana;

all as shown on the map attached hereto marked "Exhibit A", and by this reference made a part hereof; and

**WHEREAS**, Section 7-2-4601, Montana Code Annotated, provides that whenever the owners of real property contiguous to any incorporated city of the first class petition to have said properties made a part of the municipal corporation, such lands may be embraced within the corporate limits thereof and the boundaries of such city of the first class extended so as to include the same; and



**WHEREAS**, Little Shell Tribe of Chippewa Indians of Montana, the owner of the hereinabove described has submitted a petition to have the subject property annexed to the City of Great Falls; and

**WHEREAS**, the Great Falls Planning Advisory Board/Zoning Commission conducted a public hearing on January 10, 2023, to consider said annexation and assignment of zoning classification of M-2 Mixed-use Transitional, and at the conclusion of said hearing, passed a motion recommending the City Commission annex Tract 1 of Certificate of Survey No. 5337 located in the NW1/4 of Section 3, T20N, R3E, PMM, Cascade County, Montana and assign said zoning classification of M-2 for the subject property; and

**WHEREAS**, the City Commission finds that it is to the best interest of the City of Great Falls and its inhabitants to proceed with the incorporation of said territory into the City of Great Falls; and

**WHEREAS**, the City Commission adopted Resolution 10388 to authorize and direct City staff to update the appropriate boundaries of neighborhood council district 3 to include the subject property; and

**WHEREAS**, all of the proceedings herein have been conducted in strict compliance with and in conformity to the laws of the Montana Code Annotated, Title 7, Chapter 2, Part 46, Annexation by Petition, and all conditions, acts, and actions required to be performed precedent to and in the passage and adoption of this resolution have been properly and legally done, and performed.

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

That the boundaries of the City of Great Falls, Montana, be, and the same are hereby extended so as to embrace and include within the corporate limits of said city, all of the land hereinabove described, included as: Tract 1 of Certificate of Survey No. 5337 located in the NW1/4 of Section 3, T20N, R3E, PMM, Cascade County, Montana, as shown on attached "Exhibit A."

**BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:**

That the Cascade County Clerk and Recorder is hereby authorized and directed to change the appropriate boundaries of the City of Great Falls, Montana, to include said tract of land; and

That this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls,  
Montana, on this 7th day of March, 2023.

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

ATTEST:

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


(SEAL OF CITY)

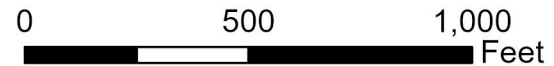
APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
David Dennis, City Attorney

# Resolution 10489 - Exhibit A



-  Subject Property
-  City Limit
-  Parcels



## FINDINGS OF FACT/BASIS OF DECISION – ANNEXATION

Tract 1 of Certificate of Survey No. 5337 Located in the NW1/4 of Section 3, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana

### PRIMARY REVIEW CRITERIA:

The basis for decision on annexation is listed in Official Code of the City of Great Falls 17.16.7.050 of the Land Development Code. The recommendation of the Planning Advisory Board and the decision of the City Commission shall at a minimum consider the following criteria:

**1. The subject property is contiguous to the existing City limits.**

The subject property is contiguous to the existing City limits. Additionally, the adjacent portion of Stuckey Road is already incorporated into City limits.

**2. The proposed annexation is consistent with the City's growth policy.**

The proposed annexation follows the intent and purpose of the 2013 Growth Policy Update. The annexation is consistent with the following physical growth policy goals:

- Phy4.1.3 - Create a balanced land use pattern that provides for a diversity of uses that will accommodate existing and future development in the City
- Phy4.2.3 - Support actions that bring properties into conformance with the City's Land Development Code requirements over time.
- Phy4.2.5 - Promote orderly development and the rational extension of infrastructure and City services.

**3. The proposed annexation is consistent with applicable neighborhood plans, if any.**

The City of Great Falls is separated into nine Neighborhood Councils. The subject property is located adjacent to Neighborhood Council #3. There is no adopted neighborhood plan for Neighborhood Council #3, or any other Council within the City. The applicant presented the proposal for annexation and establishment of zoning to Neighborhood Council #3 on January 5th, 2023. The council voted to support the proposal.

**4. The proposed annexation is consistent with other planning documents adopted by the City Commission, including a river corridor plan, transportation plan, and sub-area plans.**

The subject property does not lie within any adopted planning or sub-area planning areas, with the exception of the Long Range Transportation Plan. The LRTP identified Stuckey Road as a committed MDT project, this has since been designed, constructed, and completed.

**5. The City has, or will have, the capacity to provide public services to the subject property.**

The City Public Works Department has verified that capacity is adequate to provide public utility services to the subject property. Utility mains are already existing and the City's Fire Rescue and Police Departments already provide response to nearby properties which reduces the impact of the extension of services.

**6. The subject property has been or will be improved to City standards.**

The subject property has access to water and sewer mains, and Stuckey Road has been improved. There is a proposal for the use of the property as a cold storage building, and at the time of future development the project will be required to follow all City regulations and code requirements.

**7. The owner(s) of the subject property will bear all of the cost of improving the property to City standards and/or the owner(s) has signed an agreement waiving the right of protest to the creation of a special improvement district created to pay, in whole or in part, and necessary improvement.**

The owner(s) of the subject property will bear all of the cost of improving the property to City standards. This includes an obligation to reimburse the City for past sewer and water main construction to serve the former Montana Eggs plant just north of this property. Annexation is conditional upon the execution of the Improvement Agreement.

**8. The subject property has been or will be surveyed and officially recorded with the County Clerk and Recorder.**

Certificate of Survey No. 5337 is on record with the County Clerk and Recorder.

**9. The City will provide both water and sewer service to each of the uses in the subject property that may require potable water and waste water treatment and disposal.**

The subject property is already adjacent to both water and sewer mains, and will receive services at the time of development.

**10. The subject property is not located in an area the City Commission has designated as unsuitable for annexation.**

The subject property is not located in an area the City Commission has deemed unsuitable for annexation.

**11. The subject property is not located in another city or town.**

The subject property is not located within another city or town.

**12. The subject property is not used in whole or in part for agriculture, mining, smelting, refining, transportation, or any other industrial or manufacturing purpose or any purpose incidental thereto.**

The subject property is currently used for storage, and if annexed, will be used for cold storage for groceries for the tribal members.



# ANNEXATION

## Narrative

The Little Shell Tribe of Chippewa Indians of Montana is requesting the annexation of the property located at 1301 Stuckey Road. The property legal description is Tract 1 of COS No. 5337, containing 3.684 acres. See Figure 1 for Certificate of Survey No. 5337 for Tract 1 details. The property is located on the East side of Stuckey Road. This portion of Stuckey Road is currently within the City Limits. The adjoining property to the North is also located within the City Limits. Adjoining property to the North was the old Montana Egg facility but is now owned by Great Falls 1401 LCC. Please refer to Figure 2 for the location of the property in relation to current City Limits and current zoning of the surrounding properties.

The current use of the property was a storage lot for equipment and material. The property has been cleaned up, by removing the old equipment and stockpiles of soil and asphalt millings. A partially constructed steel framed building on the property has been renovated into a cold storage facility. There are no sanitary facilities located on the property.

The proposed development will be a cold storage building for food. There is a possibility of a tiny homes development for rent by tribal members struggling to find affordable housing in Great Falls. This portion of the project is delayed and may not come to fruition. The property is not proposed to be subdivided but will remain in the ownership of the Little Shell Tribe to service members of the tribe.

Water and sewer mains abut the property within the Right-of-Way limits of Stuckey Road. Private water and sewer services are proposed to connect to the existing City water and sewer mains located on the East side of Stuckey Road. See below of the proposed water and sewer usage for the cold storage building.

The Little Shell Tribe would like to annex into the City of Great Falls because of the proximity to City facilities and property to the north is located within City Limits.

### ***Water and Sewer Use***

Per the Department of Environmental Quality Circular 4 Table 3.1-1 Typical Waste Water Flows From Commercial, Industrial and other Nonresidential Sources a “Store” produces 3 GPD per customer and 10 GPD per employee. The cold storage building closely resembles a store in which tribal members can obtain long storage groceries. Most of the pick-up of groceries will be conducted at an off-site location. The amount of actual tribal member pick up will not occur at this facility, therefore the water use by customers will be low.

The estimate number of customers for the cold storage facility is 10 customers per day with 2 employees staffing the building for an 8-hour work day.

$$10 \text{ costumers} \times 3 \text{ GPD} = 30 \text{ GPD}$$

$$2 \text{ employees} \times 10 \text{ GPD} = \underline{20 \text{ GPD}}$$

$$50 \text{ GPD of demand}$$

The estimate use of water and waste water will be 50 GPD with the amount of water equaling the waste water produced by the facility.

### **Storm Water**

See the attached Storm Water report in Figure 5 of this submittal.

### **Soils**

The soils located in the site are a silty clay loam per the NCRS Soils report. See the attached soils report listed in Figure 4 of this submittal.

## **ZONING**

### **Narrative**

The current zoning of the property is Commercial per the County Zoning Map. The property to the North is located in the City Limits and is zoned Light Industrial. The property to the East is zoned Urban Residential. The properties to the West and South are zoned Commercial. See Figure 2 for details of the surrounding properties and their specific zoning. Further North along Stuckey the properties are a mix of residential and commercial zoning

The proposed zoning of the subject property is Mixed Use 2 – Transitional. This proposed zoning would match the current zoning of the surrounding properties. As stated above the surrounding properties are a mix of light industrial, commercial and urban residential. And there are property adjoining the North and West property lines of the subject property that are located within City Limits.

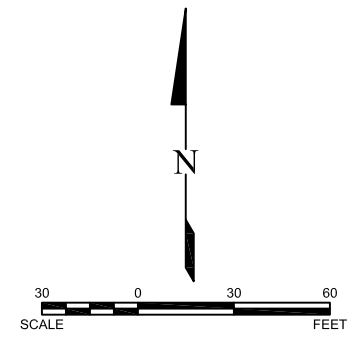
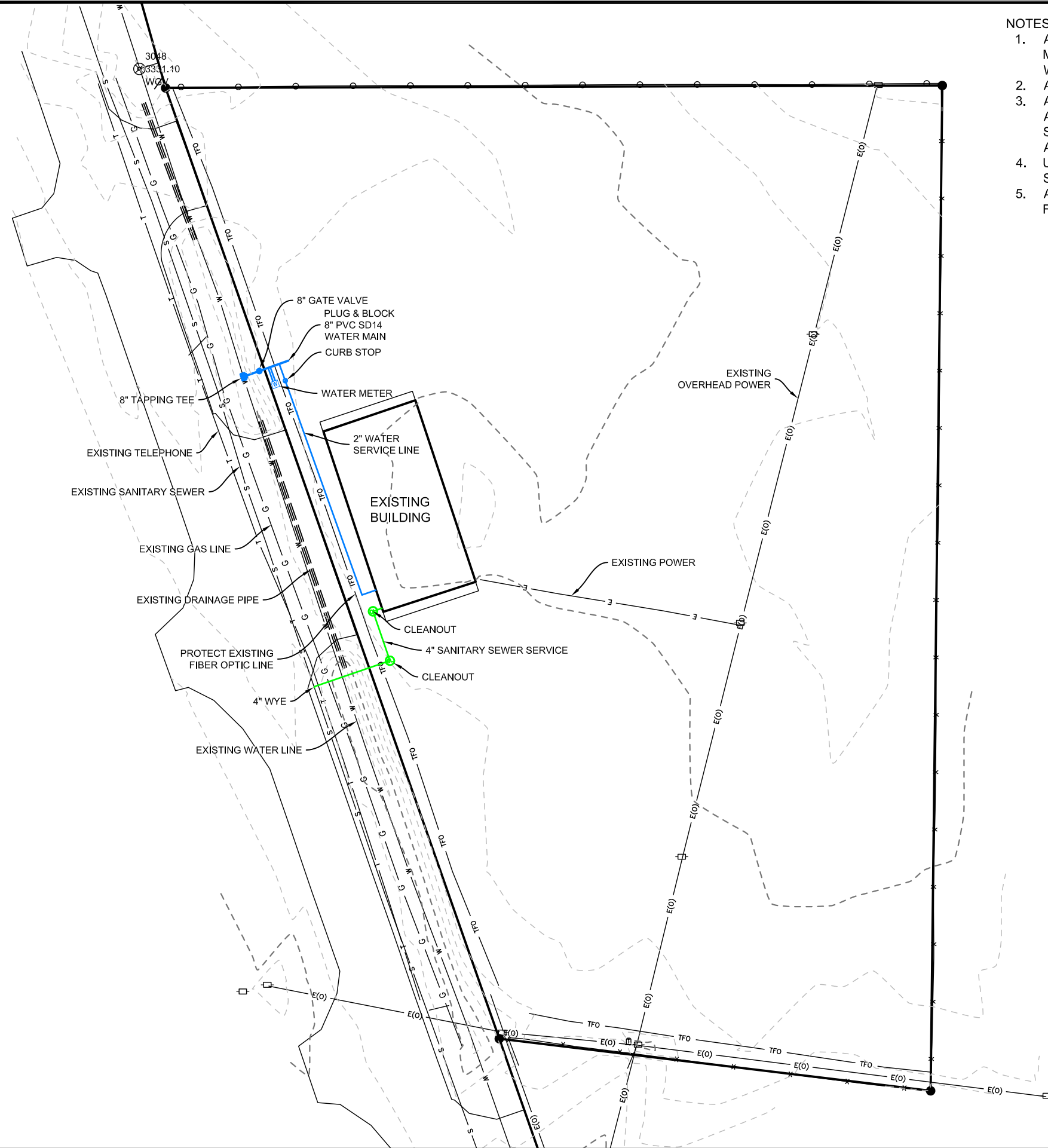
The current proposed use of the property is a cold storage building for groceries for the distribution of the goods to Tribal members. The intended use of the building is storage and large-scale delivery of goods. Not as a center of distribution to individuals. The delivery of the goods to individuals will occur at an off-site location.





NOTES:

1. ALL WATER MAIN, SERVICE PIPE LINES AND APPURTENANCES MUST ADHERE TO GREAT FALLS CITY STANDARDS FOR PUBLIC WORKS IMPROVEMENTS.
2. ALL MAINS SHALL BE LAID WITH LOCATING TAPE AND WIRE.
3. ALL NEW WATER EXTENSIONS WILL BE TESTED IN ACCORDANCE WITH THE MONTANA PUBLIC WORKS STANDARDS SPECIFICATIONS AND THE AMERICAN WATER WORKS ASSOCIATION APPLICABLE STANDARDS.
4. UTILITY CUT REPAIR SHALL COMPLY WITH CITY PUBLIC WORK STANDARDS SECTION 30.02
5. ALL SANITARY SEWER SERVICES MUST ADHERE TO GREAT FALLS CITY STANDARDS FOR PUBLIC WORK IMPROVEMENTS.

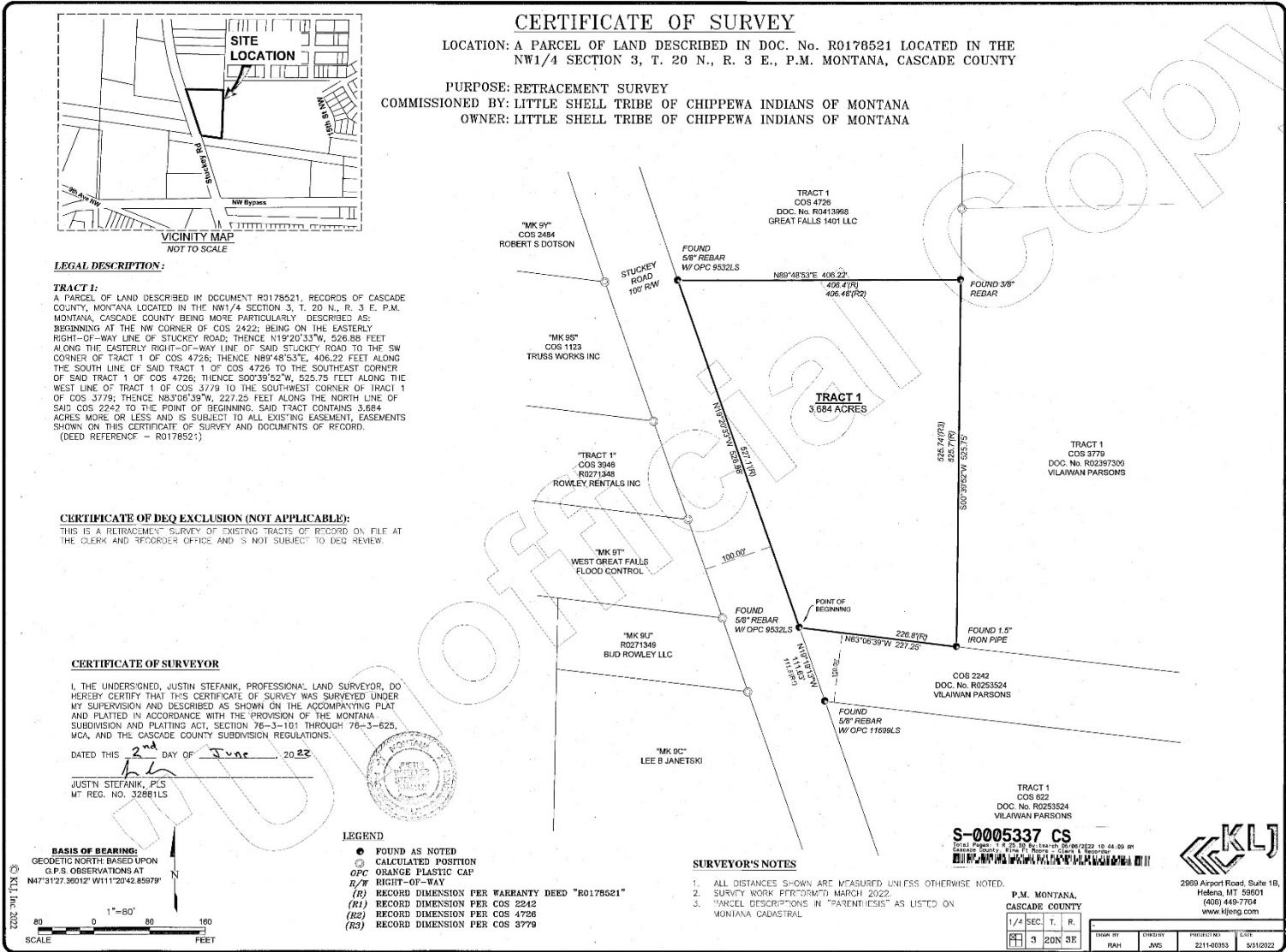


NO.	DATE	REVISION

DRAFTED RH
REVIEWED DJR
PROJECT NUMBER 2211-00353
ISSUE DATE 10/2022

**COLD STORAGE BUILDING**  
LITTLE SHELL TRIBE  
GREAT FALLS, MONTANA  
**PRELIMINARY PLAN**

SHEET  
**C1**



**IMPROVEMENT AGREEMENT FOR LITTLE SHELL ANNEXATION  
TRACT 1 OF CERTIFICATE OF SURVEY NO. 5337 LOCATED IN THE NW1/4 OF  
SECTION 3, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M, CASCADE COUNTY,  
MONTANA**

This Improvement Agreement (the “Agreement”) is made and entered into by and between the LS Tribe of Chippewa Indians of Montana, a domestic non-profit corporation hereinafter referred to as “Owner” and the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as “City”, regarding the requirements for the annexation of one tract of land into the corporate limits of the City.

**1. Purpose.** The purpose of this Agreement is to ensure that certain improvements are made and certain conditions are fulfilled by the Owner, as required by the City’s approval of the annexation and supporting documents. Generally, this Agreement:

- 1.1* Declares that the Owner is aware of and has properly accounted for any natural conditions that may adversely affect the Future Development;
- 1.2* Insulates the Future Development from the impact of changes in the City’s subdivision and zoning regulations, provided that no substantial changes in the Development are proposed;
- 1.3* Requires the Owner to guarantee that the promised on-site improvements are made in a timely manner by providing the financial securities required by the Official Code of the City of Great Falls (OCCGF);
- 1.4* Provides for the inspection and warranty of the required on-site improvements before they are accepted for operation and maintenance by the City;
- 1.5* Waives protest and appeal by the Owner and its successors against the creation of special improvement districts that would provide and maintain necessary infrastructure;
- 1.6* Establishes how necessary changes of final construction plans required by the Agreement may be made with the approval of the City;
- 1.7* Contemplates reimbursements to the Owner when neighboring properties that benefit from improvements made by the Owner are developed;
- 1.8* Embodies certain conditions that were imposed upon approval of the development in order to facilitate their enforcement; and
- 1.9* Indemnifies the City from challenges to its approval of the Future Development and holds it harmless from errors and omissions in the approval and oversight of the project.

**2. Subject Property.** This Agreement applies to the real property legally described as follows:

Tract 1 of Certificate of Survey No. S-0005337 Located in the NW1/4 of Section 3, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana, hereinafter referred to as “Subject Property”.

**3. Effective Date/Duration.** Unless otherwise indicated, this Agreement shall be effective as of the date signed by the City, and subject to the exceptions stated below, is a perpetual recorded agreement between the Owner and the City.

**3.1 If Work Does Not Begin.** This agreement may be amended if final construction plans for development are not submitted for approval within three years of the date of this Agreement.

**3.2 Failure to Build.** The Owner's failure to complete on-site improvements in accordance with the final construction plans may void this Agreement and the vested rights established by Section 9, below.

**3.3 Failure to Pay.** The Owner's failure to pay the fees listed in this Agreement voids the Agreement and the vested rights established by Section 9, below. It may also result in the City attempting to collect the unpaid amount by any lawful means.

**4. Supporting Documents.** Owner shall submit the following documents to the City for review and approval:

**4.1 Certificate of Survey.** The certificate of survey of Tract 1 of Certificate of Survey No. S-0005337, filed on record in the Clerk and Recorder's Office of Cascade County, Montana.

**4.2 Legal Documentation.** Legal documents, including but not limited to any articles of incorporation, bylaws, covenants, and declarations, establishing the authority and responsibilities of the owner, which may be recorded in the Clerk and Recorder's Office of Cascade County, Montana.

**5. Changes.** The Owner understands that failure to install required improvements in accordance with the final construction plans approved for the Future Development is a breach of, and may void, this Agreement. The Owner also understands that failure to build in compliance with approved plans is a breach of this Agreement and a violation of the OCCGF, subject to the penalties provided for such violations. The City recognizes, however, that minor changes are often necessary as construction proceeds and the Administrator (the Administrator is the person or persons charged by the City Manager with the administration of this improvement agreement) is hereby authorized to allow minor changes to approved plans as provided below:

**5.1 Minor Changes.** Minor changes to engineering documents and such revisions to the engineering drawings as are deemed appropriate and necessary by the Administrator and which do not materially affect the Subject Property, can be made as follows:

**5.1.1** Before making changes, the Owner must submit revised plans to the Administrator for review. Failure to do so before the proposed change is made may be considered by the City to be a breach of this Agreement and a violation of the OCCGF. The Administrator shall respond to all proposed changes within ten (10) business days of receipt of the revised plans.

**5.1.2** Based on a review of the revised plans, the Administrator may permit minor dimensional changes provided they do not result in a violation of the conditions of approval for the Subject Properties of the OCCGF.

**5.1.3** Based on a review of the revised plans, the Administrator may permit substitutions for proposed building and construction materials provided that the proposed substitute has the same performance and, for exterior materials, appearance as the originally approved material.

**5.1.4** Minor changes in the location and specifications of the required public improvements may be permitted by the Administrator. Owner must submit revised plans showing such changes to the Administrator. Revised plans are not accepted until approved by the Administrator.

**5.2 Substantial Changes.** Substantial changes are not permitted by this Agreement. A new public review and permitting process will be required for such changes. “Substantial Change” versus “Minor Change” is described as follows in order to further clarify what may be permitted as a “Minor Change”:

**5.2.1** A substantial change adds one or more lots; changes the approved use; changes the location or extent of the area proposed to be cleared, graded, or otherwise disturbed by more than 4,000 square feet (a smaller change in the area that will be cleared, graded, or otherwise disturbed may be treated as a minor dimensional change); changes the location, extent, or design of any required public improvement, except where a minor change is approved by the Administrator; changes the approved number of buildings; structures or units; or the size of any building or structure by more than 10%. A smaller change in the size of a lot, building, or structure may be treated as a minor dimensional change.

**6. Fees.** The Owner understands that it is required to pay the following fees as they come due during the development process.

**6.1 Recording Fees.** The Owner is responsible for all recording fees at the rate charged by Cascade County at the time a document or plat is submitted for recording.

**6.2 Engineering.** The Owner is responsible to pay all applicable engineering fees established by Resolution of the City of Great Falls or its successors.

**6.3 Permit Fees.** The Owner is responsible to pay all applicable permit fees established by Resolution of the City Commission of the City of Great Falls.

**6.4 Connection and Construction Fees.** Water service tapping and water and sewer service connection fees will be assessed at the times of tapping and connections. The absence of any fee from this Agreement which is lawfully charged by the City in connection with construction activity associated with the Subject Properties shall not constitute a waiver by the City.

**6.5 Storm Drain Fee.** The Owner is responsible to pay a storm drain fee in the amount of \$250 per acre for the Subject Property being annexed. This would equal a total of **\$921** for the total 3.684 acres of the Subject Property. The total storm drain fee is to be paid to the City no later than 30 days after City Commission action to annex the Subject Property into the City.

**6.6 Application Fees.** In addition to the fees outlined above, application fees paid by the Owner are: the \$2,000.00 application fee for establishment of zoning and the \$500.00 application fee for Annexation, which have been paid prior to this Agreement.

**7. Site Conditions.** The Owner warrants that it has conducted site investigations sufficient to be aware of all natural conditions, including, but not limited to, flooding, slopes, and soils characteristics, that may affect the installation of improvements on the site and its development for the approved use. The Owner further warrants that all plans submitted pursuant to this Agreement and all applications for building permits with the Future Development will properly account for all such conditions. The Owner holds the City harmless for natural conditions and for any faults in their own assessment of those conditions. Additionally, an enforceable operation and maintenance agreement with the City and the Owner is required to ensure private stormwater control measures function properly.

**8. On-Site Improvements.** The on-site improvements shall include everything required to provide water service, sanitary sewer service, sanitary sewer industrial pretreatment (as applicable), fire protection, storm drainage, storm water quality treatment, and access. Access for purposes of emergency vehicles shall be installed to the specifications of the City of Great Falls. The Owner agrees to install stormwater quality and quantity improvements consistent with City standards and submitted plans approved by the City of Great Falls. Stormwater quantity control measures must comply with standards of the City of Great Falls Storm Drainage Design Manual. The design, installation, inspection, and maintenance responsibilities of these improvements shall be approved by the City of Great Falls.

**9. Permits.** This Agreement must be approved by the City Commission and signed by the City Manager before permits for any work will be approved, including, but not limited to, grading or trenching for the installation of utilities.

**10. Vested Rights.** The approval of this Agreement by the City creates a vested right that protects the Owner from changes in the zoning and subdivision requirements of Title 17 of the OCCGF until the Agreement expires, as provided in Section 3 of this Agreement. This vested right does not exempt the Owner from compliance with other provisions of the OCCGF, including specifically those intended to prevent and remediate public nuisances, nor does it protect the Owner from changes in the City's building codes and fees, development fees, and inspection fees. This vested right does not exempt the owner from compliance with changes to state and federal requirements. This vested right may be voided, in whole or in part, if the Owner proposes substantial changes in the approved final construction plans of the Future Development.

**11. Reimbursements Owed.** As a requirement of Annexation Resolution 9987, sewer and water mains were extended along the frontage of the Subject Property to provide public utility service

for development of property located at 1401 Stuckey Road. The City is still owed \$56,162.59 for expenses from this utility construction. Based on the frontage length of the Subject Property, the Owner shall be required to pay the pro-rata reimbursement cost in the amount of \$45,487.54. This fee shall be paid to the City within thirty (30) days of approval of the Subject Property's annexation.

**12. Maintenance Districts.** Owner hereby agrees to waive its right to protest and appeal the lawful creation by the City of maintenance districts for any proper purpose including, but not limited to, fire hydrant and street maintenance and shall pay the proportionate share of the costs associated with said maintenance districts as they may be applied to the Subject Property.

**13. Park District.** Owner acknowledges that the Subject Property is, by operation of law and pursuant to Resolution No. 10238, adopted by the City Commission on June 5, 2018, included within the boundaries of the Great Falls Park District Number 1. Owner acknowledges that property within the Great Falls Park District Number 1, including the Subject Property, is subject to annual assessments for the purposes of the Great Falls Park District Number 1 in amounts to be determined by the City Commission each year, in accordance with Resolution No. 10238, as it may be amended or supplemented.

**14. Public Roadway Lighting.** Owner hereby agrees to waive its right to protest and appeal any future special lighting district for public roadway lighting facilities that service the Subject Property, and further agrees to pay for its proportionate share of the costs associated with roadway lighting which services the Subject Property that may be installed with or without a special lighting district.

**15. City Acceptance and Zoning.** In consideration of the terms of this Agreement, the City hereby accepts the Subject Property for incorporation by annexation into the corporate limits of the City of Great Falls, Montana, with an assigned zoning classification of M-2 Mixed-use Transitional.

**16. Limitation of Liability.** The City will conduct a limited review of plans and perform inspections for compliance with requirements set forth in this agreement and/or in applicable law. The scope of such review and inspections will vary based upon development type, location and site characteristics. The Owner is exclusively responsible for ensuring that the design, construction drawings, completed construction, and record drawings comply with acceptable engineering practices, State requirements, and other applicable standards. The City's limited plans review and inspections are not substantive reviews of the plans and engineering. The City's approval of any plans or completed inspections is not an endorsement of the plan or approval or verification of the engineering data and plans. Neither the Owner, nor any third party may rely upon the City's limited review or approval.

The Owner shall indemnify, hold harmless and defend the City of Great Falls, its officers, agents, servants and employees and assigns from and against all claims, debts, liabilities, fines, penalties, obligations and costs including reasonable attorney fees, that arise from, result from or relate to the Subject Property and/or Owners obligations pursuant to this Agreement. Upon the transfer of

ownership of the Subject Property, the prior owner’s (whether it is the Owner that signed this Agreement or a subsequent owner) indemnity obligation herein for the Subject Property is released as to that owner and the indemnity obligation runs to the new owner of the Subject Property. Only the owner of the Subject Property at the time the City incurs the claim, debt, liability, fine, penalty, obligation or cost is obligated to indemnify, and no property owner is obligated to indemnify for adverse conditions on property owned by someone else. This indemnification by the Owner of the Subject Property shall apply unless such damage or injury results from the gross negligence or willful misconduct of the City.

**17. Binding Effect.** The provisions, covenants and terms of this Agreement shall run with the land and bind the present owner, its devisees, heirs, successors, and assigns; and any and all parties claiming by, through, or under them, shall be taken to agree and covenant with each of the parties to the Agreement, their devisees, heirs, successors and assigns, to conform to the provisions, covenants and terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day, month and year first hereinabove written.

THE CITY OF GREAT FALLS, MONTANA  
A Municipal Corporation of the State of Montana

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



ATTEST:

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Lisa Kunz, City Clerk

(Seal of City)

APPROVED FOR LEGAL CONTENT\*:

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David Dennis, City Attorney

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

LS Tribe of Chippewa Indians of Montana, a domestic non-profit corporation,

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

State of \_\_\_\_\_)

:ss.

County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year Two Thousand and Twenty-three, before me, the undersigned, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to the persons whose names are subscribed to the instrument within and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_

(NOTARIAL SEAL)

**Exhibit 20-1. Principal Uses by District**

Use	M-2	I-1	Special Standards
Agriculture, horticulture, nursery	-	P	17.20.6.005
Mobile home/park	-	-	17.20.6.010
Residence, single-family detached	P	-	
Residence, zero lot line	P	-	17.20.6.020
Residence, two-family	P	-	
Residence, multi-family	P	-	17.20.6.040
Residence, townhouse	P	-	17.20.6.050
Residence, manufactured/factory-built	P	-	17.20.6.060
Retirement home	P	-	
Community residential facility, type I	P	-	
Community residential facility, type II	C	-	
Day care center	P	-	
Emergency shelter	C	-	
Family day care home	P	-	
Group day care home	P	-	
Nursing home	P	-	
Campground	-	-	17.20.6.070
Hotel/motel	P	-	
Micro-brewery	C	P	17.20.6.080

Restaurant	P	P	17.20.6.080
Tavern	C	P	17.20.6.080
Agriculture sales	-	P	
Auction sales	-	P	
Construction materials sales	-	P	
Convenience sales	-	P	
General sales	P	P	
Manufactured housing sales	-	P	
Off-site liquor sales	C	P	
Secondhand sales	-	P	
Shopping center	-	P	
Administrative services	P	-	
Commercial kennel	-	P	17.20.6.090
Financial services	P	-	
Funeral home	P	-	
General services	P	P	
Professional services	P	-	
Sexually-oriented business	-	P	17.20.6.100
Veterinary clinic, large animal	-	P	
Veterinary clinic, small animal	P	P	17.20.6.110
Large equipment rental	-	P	
Small equipment rental	-	P	
General repair	-	P	

Vehicle fuel sales	-	P	
Vehicle repair	-	P	17.20.6.120
Vehicle sales and rental	-	P	
Vehicle services	P	P	
Agricultural commodity storage facility	-	P	
Climate controlled indoor storage	P	P	
Fuel tank farm	-	-	
Mini-storage facility	C	P	17.20.6.130
Freight terminal	-	P	
Warehouse	C	P	
Casino, type I	-	P	17.20.6.140
Casino, type II	-	P	17.20.6.150
Indoor entertainment	C	-	
Indoor sports and recreation	C	P	
Golf course/driving range	-	-	
Miniature golf	C	C	
Outdoor entertainment	-	C	
Park	P	P	
Recreational trail	P	P	
Administrative governmental center	P	-	
Animal shelter	C	P	17.20.6.160
Cemetery	-	-	17.20.6.170
Civic use facility	P	-	

Community center	P	-	
Community cultural facility	P	-	
Community garden	P	C	17.20.6.175
Public safety facility	P	P	
Worship facility	P	-	17.20.6.180
Health care clinic	P	-	
Health care facility	C	-	
Health care sales and services	P	-	
Commercial education facility	P	P	
Educational facility (K–12)	C	-	17.20.6.200
Educational facility (higher education)	C	-	
Instructional facility	P	P	
Composting facility	-	C	17.20.6.210
Recycling center	-	C	17.20.6.220
Solid waste transfer station	-	C	17.20.6.230
Amateur radio station	-	-	17.20.6.240
Telecommunication facility			17.20.6.250
Concealed facility	P	P	
Unconcealed facility	C	P	
Co-located facility	C	P	
Utility installation	C	C	
Airport	-	-	
Bus transit terminal	C	P	
Heli-pad	C	P	17.20.6.260

Parking lot, principal use	P	P	
Parking structure	P	P	
Railroad yard	-	P	
Taxi cab dispatch terminal	P	P	
Contractor yard, type I	P	P	17.20.6.270
Contractor yard, type II	C	P	17.20.6.280
Artisan shop	P	P	
Industrial, heavy	-	-	
Industrial, light	-	P	
Industrial park	-	P	
Junkyard	-	C	17.20.6.290
Light manufacturing and assembly	P	P	17.20.6.300
Motor vehicle graveyard	-	-	17.20.6.310
Motor vehicle wrecking facility	-	-	17.20.6.320

- The use is not permitted in the district
- C The use is allowed through the conditional use process
- P The use is permitted in the district by right, consistent with the development standards contained in Article 6 of this chapter, as appropriate (Ord. No. 3056, § 1, 8-17-2010; Ord. No. 3068, § 2, 4-5-2011; Ord. No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012; Ord. 3166, 2017; Ord. 3221 , 2020)

**Exhibit 20-2. Accessory uses by district**

Use	M-2	I-1	Special Standards
Accessory living space	P	-	17.20.7.010
Agriculture, livestock	-	-	17.20.7.080
ATM, exterior	P	P	17.20.7.020
Bed and breakfast	P	-	17.20.7.030
Fences	P	P	17.20.7.040
Gaming, accessory	P	P	17.20.7.050
Garage, private	P	P	17.20.7.060
Home occupation	P	P	17.20.7.070
Private stable/barn	-	-	17.20.7.080
Residence, accessory	P	P	17.20.7.085
Roadside farmer's market	-	-	17.20.7.090
Storage containers	-	P	17.20.7.100
Wind-powered electricity systems	P	P	17.20.7.110

- The use is not permitted in the district



C The use is allowed in the district through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 7 of this chapter, as appropriate

(Ord. No. 3034, § 1, 7-21-2009; Ord. No. 3056, § 1, 8-17-2010; Ord. No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012)

**Exhibit 20-3. Temporary uses by district (see 17.20.8.010 for Special Standards)**

Use	M-2	I-1	Special Standards
Garage sales	P	P	17.20.8.015
Itinerant outdoor sales	P	C	17.20.8.020
On-site construction office	P	P	17.20.8.030
On-site real estate sales office	P	-	17.20.8.040
Outdoor entertainment, temporary	-	P	
Sidewalk café	P	-	17.20.8.050
Sidewalk food vendor	P	-	17.20.8.060

- The use is not permitted in the district

C The use is allowed in the district through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 8 of this chapter, as appropriate

(Ord. No. 3056, § 1, 8-17-2010; Ord. 3221 , 2020)

**Exhibit 20-4 (continued). Development standards for other zoning districts**

	M-1	M-2	C-1	C-2	C-3	C-4	C-5	PLI	GFIA	I-1	I-2
Residential density	500 sq. feet of lot area per dwelling unit	500 sq. feet of lot area per dwelling unit	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Minimum lot size for newly created lots	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet
Minimum lot width for newly created lots	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet
Lot proportion for newly created lots (maximum depth to width)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	3:1	3:1
Maximum building height of principal building	65 feet except as follows: 35 feet within 200 feet of an R-1, R-2, R-3 district; 45 feet	65 feet except as follows: 35 feet within 200 feet of an R-1, R-2, R-3 district; 45 feet	35 feet	65 feet	50 feet	100 feet by right; 101 feet to 160 feet as conditional use	55 feet	100 feet by right; 101 feet to 160 feet as conditional use, except as follows; in	65 feet	45 feet	none

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	when within 200 feet to 350 feet of an R-1, R-2, R-3 district; and 65 feet when more than 350 feet from an R-1, R-2, R-3 district	when within 200 feet to 350 feet of an R-1, R-2, R-3 district; and 65 feet when more than 350 feet from an R-1, R-2, R-3 district						the proposed medical district master plan area, 160 feet by right			
Maximum building height of accessory building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	n/a	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	35 feet	none
Minimum front yard setback of principal and accessory buildings	none	Existing Industrial: 20 feet	15 feet	none	25 feet	none	15 feet	25 feet	25 feet	20 feet	10 feet
Minimum side yard setback of principal	Commercial: none Residential: none	Commercial: none Residential: 5 feet each	10 feet each side	10 feet each side	15 feet each side	none	10 feet each side	10 feet each side	none	10 feet each side	10 feet each side, 15 feet

and accessory buildings	5 feet each side	side Existing Industrial: 15 feet each side									when side yard abuts a non-industrial zoning district
Minimum rear yard setback of principal and accessory buildings	10 feet	10 feet	15 feet	1/10 of lot depth but not less than 1/10 of building height	1/10 of lot depth but not less than 1/10 of building height	none	1/10 of lot depth but not less than 1/10 of building height	1/10 of lot depth but not less than 1/10 of building height	none	5 feet	5 feet
Maximum lot coverage of principal and accessory buildings	Corner lot: 70% Other lots: 65%	Corner lot: 70% Other lots: 65%	Corner lot: 50% Other lots: 40%	Corner lot: 70% Other lots: 60%	Corner lot: 70% Other lots: 60%	100%	Corner lot: 70% Other lots: 60%	Corner lot: 70% Other lots: 60%	none	Corner lot: 85% Other lots: 70%	Corner lot: 85% Other lots: 70%

( Ord. 3232 , 2021; Ord. No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012)



Commission Meeting Date: February 7, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Ordinance 3256 – An Ordinance by the City Commission of the City of Great Falls to rezone the property legally described as Tract 1 and Tract 2 of Dick’s Addition, NE ¼ of Section 15, T20N, R3E, P.M.M., Cascade County, Montana from R-10, Mobile Home Park to R-6 Multi-family High Density.

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

**Initiated By:** Jesse Craig, Craig Development

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

**Action Requested:** City Commission accept Ordinance 3256 on first reading and set a public hearing for March 7, 2023.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3256 on first reading and (set/not set) a public hearing for March 7, 2023.”

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

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**Staff Recommendation:**

The Zoning Commission held a public hearing on December 13, 2022. Subsequent to the conclusion of the public hearing, the Zoning Commission moved to approve the rezoning request. The Zoning Commission discussed the merits of the request at some length and noted that Neighborhood Council #1 had not yet met to consider the project and to make a recommendation on the matter. The Commission discussed tabling the matter to a subsequent meeting to wait for NC #1 input but did not ultimately amend or withdraw the motion on the floor. The vote was a 3-3 tie thereby the motion to recommend approval of the rezone failed. The Zoning Commission then moved and affirmatively voted to table action on the amended plat until January 10, 2023. Staff understood at that time that the action taken by the vote did not reflect what the actual intent and desire of the Zoning Commission was. It appeared to be a result of procedural confusion about how to table the matter to a date certain. At the January 10, 2023 Planning Board/Zoning Commission meeting, the Zoning Commission voted to rescind their previous action which resulted in the failed motion. Staff presented additional information which included that Neighborhood Council #1 had met, considered the request and voted to support the project. After further discussion and opening the floor to additional public comment, the Zoning Commission voted to recommend approval of the rezone request from R-10, Mobile Home Park to R-6, Multi-family High Density for the subject property as well as the amended plat subject to the fulfillment of the following Conditions of Approval:

**Conditions of Approval:**

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

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

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

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

**5. Floodplain Considerations.** Future development and use of the subject property must comply with all floodplain requirements.

**6. Emergency Access.** Prior to the issuance of a building permit for development of Tract 2, the applicant must receive approval from the Montana Department of Transportation and the City of Great Falls for emergency access from 6<sup>th</sup> Street Southwest.

**Background:**

The applicant is proposing to re-develop the subject property, which contains a 14.8 acre parcel (Tract 2) and a 1.9 acre parcel (Tract 1). The property has existed as an RV Park for several decades. The applicant is under contract to purchase the property pending the zone change and subdivision. If the applicant's proposal is approved, the proposed development will include 513 apartment units on Tract 2 with a clubhouse with indoor and outdoor amenities. Tract 1 which borders the Sun River will only be used as a park with outdoor amenities.

**Zoning Map Amendment Request:**

The current zoning for the property is R-10, Mobile Home Park. The existing land use of Campground is not allowed in the R-10 zoning district. However, the land use is considered a legal, non-conforming land use since it has been utilized for several decades. The applicant is requesting to change the zoning district from R-10, Mobile Home Park to R-6, Multi-family High Density. This would allow the applicant to construct the proposed apartment buildings on the property. The applicant is proposing to build 5 buildings with four levels of housing and a main level of parking. The subject property is located upon two separate lots, both of which will be rezoned. Tract 1 is an undeveloped piece of land that buffers the Sun River. Although the applicant is proposing to change the zoning of this lot, it is a lot that is undevelopable because of floodplain restrictions. A portion of the northwest corner of Tract 2, which is

the lot that is being proposed to be built upon, is also in the floodplain as well. If any construction takes place in the floodplain portion of Tract 2, the applicant will have to adhere to all floodplain regulations.

Access for the proposed development will come from 13<sup>th</sup> Avenue Southwest. This is the same street that currently provides access to the RV Park. A Traffic Impact Study was conducted by the City's 3<sup>rd</sup> party engineering firm, Sanderson Stewart that breaks down the impact that the proposed multi-family development will have on the local traffic infrastructure. Included with the traffic considerations was a request to the Montana Department of Transportation to allow for emergency ingress and egress from 6<sup>th</sup> Street Southwest into the east side of the property. The location of this emergency access location is about 250 feet north of the Country Club Boulevard and Fox Farm Road intersection. This is just north of Tract 2 on land owned by the MDT. Currently, there is a 12 foot wide pathway connecting the RV Park to a multi-use trail that runs along 6<sup>th</sup> Street Southwest. This emergency access, which is required by the Fire code to provide a second means of ingress and egress into the proposed apartment, has been approved by MDT. The applicant's installation of this emergency access is a condition of approval for the proposed rezoning request. Prior to any building permit issuance, the applicant must still work through issues such as compliance with floodplain requirements, making sure that the original purpose of the connection (bicycle/pedestrian access to the trail) is still provided, as well meeting emergency responder needs for accessibility in the event of an emergency. Currently, access into this property from northbound traffic on 6<sup>th</sup> Street Southwest is blocked by a narrow raised median.

Utility improvements include the extension of the nearby water and sewer main. Water will be extended from the twelve inch main that is currently dead-ended at the intersection of 6<sup>th</sup> Street Southwest and Country Club Boulevard. The water main will follow the right-of-way of 13<sup>th</sup> Avenue Southwest to the western property line of the proposed development. Further connection of the water main to the intersection of 13<sup>th</sup> Avenue Southwest and 14<sup>th</sup> Street Southwest to create a looped network may be required based on fire flow requirements and city public infrastructure standards as determined by the City's Public Works and Engineering Departments. Sanitary sewer will be extended into the proposed development from the existing 18 inch main that is within the right-of-way of 13<sup>th</sup> Avenue Southwest.

Stormwater throughout the development will be conveyed internally with various surface flow options including curb and gutter, valley gutters, and asphalt improvements. Also, a series of internal stormwater pipes will convey all stormwater runoff to a centralized point of discharge. This water will be treated for the entire development before being discharged into the Sun River. The Sun River is considered an impaired waterway for nitrogen and phosphorus, which will make water quality treatment an important development obligation.

### **Staff Analysis:**

#### ***Appropriateness of Requested Zoning Designation***

City Staff recognizes that the zone change request will create a zoning district that is not contiguous to other lots with the same zoning designation. As a result, the question of whether the request is a spot-zoning must be addressed. The subject property is bordered by several zoning districts including C-2 (General Commercial) to the west, R-2 (Single-family Medium Density) and C-1 (Neighborhood Commercial) to the south and across Country Club Boulevard, POS (Parks and Open Space) to the north and east across from 6<sup>th</sup> Street Southwest, R-1 (Single-family Suburban) and PLI Public Lands and Institutional) north of the Sun River. The subject property is also bordered by a railroad line and unincorporated enclaves within Cascade County jurisdiction to the west and north of the Sun River. City Staff believes that the applicant's request for R-6 zoning is an appropriate designation for the subject property for the following reasons:

- The property is already zoned R-10, which currently allows a different form of multi-unit development – Mobile Home Park. The current use of the property is also a different form of higher density housing.
- The property borders an active rail line, two extremely busy roadways, and commercially zoned property to the south. This makes low density residential development less attractive.
- Although the property borders two very busy roadways, there is no ability to access these roadways for anything other than emergency service. This lack of easy access makes non-residential development much less feasible.

Staff concludes that high density residential zoning is an appropriate designation of the property, with the only concern being that the property is in a relatively isolated location because of its limited street access. These considerations are further discussed below.

### ***Emergency Access and Traffic Impacts***

In order to develop the subject property as proposed, the property's limited access needed to be addressed. As noted previously, the subject property currently has one vehicular access from 13<sup>th</sup> Avenue Southwest. Great Falls Fire and Rescue indicated that a second access point would be needed to comply with International Fire Code. The applicant has been given permission from Montana Department of Transportation to utilize an existing trail access off of 6<sup>th</sup> Street Southwest. This access will have to be modified to allow emergency response vehicles access to the property as well as continuing to provide a trail for the community. Because of the potential of flood water on this access drive, there is the possibility that it will have to be raised so that emergency vehicles can enter into the site without concern of flood waters. The design of the emergency access, and what it will look like coming off 6<sup>th</sup> Street Southwest, has yet to be approved. This will have to be approved by MDT before a building permit can be issued.

With regards to the project's traffic impacts, the required traffic study is being provided as an attachment to this agenda report. The study determined that despite the increase in traffic that the project will generate at several key intersections, including the exit ramps off of Country Club Boulevard and 14<sup>th</sup> Street Southwest as well as the intersection of 14<sup>th</sup> Street Southwest and 13<sup>th</sup> Avenue Southwest, the future traffic capacity outcomes do not result in unacceptable failing levels of service. The study determined that all intersections and approaches are projected to operate at Level of Service C or better during both AM and PM peak hours. The study concludes that the proposed River's Edge Apartments will generate moderately increased traffic demand on area streets and intersections. It is estimated that although approximately 2,329 gross trips could be generated daily, the nearby exit ramps and streets will still be adequate because baseline traffic is relatively low. The study recommends that stop signs be located on site from the proposed apartment complex as drivers will be turning onto 13<sup>th</sup> Avenue Southwest. It also recommends that the City of Great Falls should monitor traffic volumes and patterns at the 14<sup>th</sup> Street Southwest/13<sup>th</sup> Avenue Southwest intersection for implementation of multi-way stop control. Currently, 14<sup>th</sup> Street Southwest stops for traffic coming from 13<sup>th</sup> Avenue Southwest.

### ***Possible Off-site Public Improvements***

The applicant has indicated that off-site public improvements will be needed for both the project as well as improvement to the larger area west of the subject property. Staff has also identified the potential need to connect the project's water main extension to the existing main on 14<sup>th</sup> Street SW. The developer believes the project's potential construction will lead to the need to improve the pavement condition of 13<sup>th</sup> Avenue Southwest, which is both in City and County jurisdiction. There is also a desire to connect the pedestrian path off 6<sup>th</sup> Street Southwest, through the site, with a long-term goal of providing better bicycle and pedestrian access to the Marketplace commercial development.



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

#### **Minor Subdivision:**

In addition to the rezoning request, the applicant is requesting a subsequent minor subdivision. This means that the subject property has previously been subdivided in the past. This does not require a public hearing but will be included in the report at the time the public hearing for the proposed rezone is heard. While both Tract 1 and Tract 2 of Dick’s Addition will be rezoned, only the 14.8 acre Tract 2 will be constructed upon. The applicant is proposing to only subdivide Tract 2 and rename the plat into River’s Edge Subdivision. After subdivision, the 14.8 acres would be divided into a western parcel of 5.02 acres and an eastern parcel of 9.77 acres. Both lots meet the dimensional standards as set forth in the Official Code of the City of Great Falls (OCCGF) in Exhibit 20-4 of Title 17. The proposed subdivision is being done strictly for phasing and financial purposes. The only issues that will need to be addressed for the subdivision are making sure the floodplain boundary on the northwest portion of the site is clearly identified as well as insuring that appropriate parking and cross-access arrangements are identified on the plat.

#### **Neighborhood Council Input:**

The subject property is located in Neighborhood Council #1. Representatives of the applicant presented information to Council #1 on December 13, 2022. The Council voted 3-1 in favor of recommending approval to the City Commission.

#### **Fiscal Impact:**

The construction of the apartment complex, which will be allowed if the subdivision and rezoning requests are approved, will substantially increase the tax base for the City by providing 513 new apartment units.

#### **Alternatives:**

The City Commission could deny acceptance of Ordinance 3256 on first reading and not set the public hearing.

#### **Concurrences:**

Representatives from the City’s Public Works and Fire Department have been involved throughout the review process for this project, and will continue throughout the permit approval process.

#### **Attachments/Exhibits:**

Ordinance 3256  
 Findings of Fact – Zoning  
 Applicant Narrative  
 Aerial Map  
 Zoning Map  
 Proposed Site Plan  
 Traffic Impact Study  
 Rendering  
 Public comment received

**ORDINANCE 3256**

**AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA TO REZONE THE PROPERTIES LEGALLY DESCRIBED AS: TRACT 1 AND TRACT 2 OF DICK’S ADDITION, NE ¼ OF SECTION 15, T20N, R3E, P.M.M., CASCADE COUNTY, MONTANA FROM R-10, MOBILE HOME PARK TO R-6 MULTI-FAMILY HIGH DENSITY.**

**\*\*\*\*\***

**WHEREAS**, the subject properties, legally described above, are presently zoned R-10 Mobile Home Park; and

**WHEREAS**, the potential property owner, Craig Development, has petitioned the City of Great Falls to rezone said properties to R-6 Multi-family, High Density zoning district; and

**WHEREAS**, at its meeting on January 10, 2023, the Great Falls Zoning Commission passed a motion recommending the City Commission rezone the property legally described as Tract 1 and Tract 2 of Dick’s Addition, NE ¼ of Section 15, T20N, R3E, P.M.M., Cascade County, Montana; and

**WHEREAS**, notice of assigning said zoning classification to the subject properties was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 7th day of March, 2023, before final passage of said Ordinance herein; and

**WHEREAS**, following said public hearing, it was found and decided that the zoning map amendment on said properties meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.030, and that the said rezoning designation be made.

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

Section 1. It is determined that the herein requested rezoning meets the criteria and guidelines cited in Mont. Code Ann §76-2-304, and Section 17.16.40.030 of the OCCGF.

Section 2. That the properties legally described as: Tract 1 and Tract 2 of Dick’s Addition, NE ¼ of Section 15, T20N, R3E, P.M.M., Cascade County, Montana, be rezoned to R-6 Multi-family, High Density as shown in Exhibit A.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading February 7, 2023.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading March 7, 2023.

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

ATTEST:

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

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
David Dennis, City Attorney

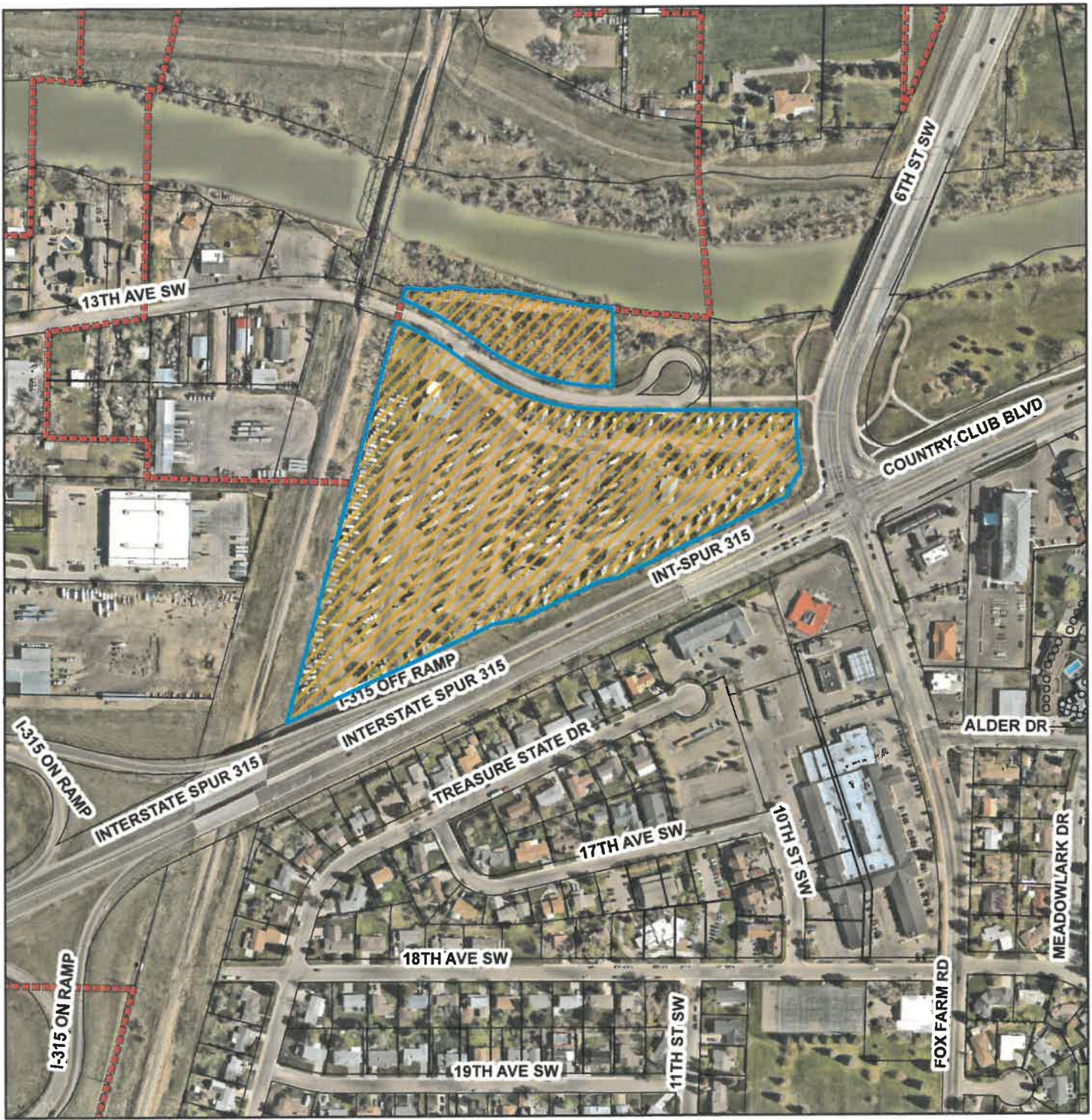
State of Montana    )  
County of Cascade : ss  
City of Great Falls )

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3256 on the Great Falls Civic Center posting board and the Great Falls City website.

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

(CITY SEAL)

### Ordinance 3256 - Exhibit A



-  Parcel selection
-  City Limits



### Findings of Fact – Zoning Map Amendment

Tract 1 and Tract 2 of Dick’s Addition, located in the Northeast one-quarter of Section 15, Township 20 North, Range 3 East, P.M.M., City of Great Falls, Cascade County, Montana.

#### Primary Review Criteria:

The basis for decision on zoning map amendments is listed in the Official Code of the City of Great Falls (OCCGF) §17.16.40.030 of the Land Development Code. The recommendation of the Zoning Commission and the decision of the City Commission shall at a minimum consider the following criteria:

#### 1. The Amendment is consistent with and furthers the intent of the City’s growth policy.

The proposed zoning map amendment is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. The proposal to amend the zoning of the proposed property from R-10, Mobile Home Park, to R-6, Multi-family, High Density will allow the applicant to construct an apartment complex. A land use of Multi-family residential is not allowed in the R-10 zoning district. This will allow 513 apartment units to be built at a time when the City of Great Falls is in need of additional housing units.

As noted in the agenda report, the Zoning Commission must consider whether there is policy rationale for amending the zoning map as requested. Staff believes that the City’s Growth Policy supports the proposed zoning map amendment to facilitate more dense development, particularly to provide much needed housing. The zoning amendment request is consistent with several of the Plan’s policies including:

#### Social - Housing

- Soc1.4.1 Work with the private sector and non-profits to increase housing opportunities in the City.
- Soc1.4.6 Encourage a variety of housing types and densities so that residents can choose by price or rent, location, and place of work.

#### Environmental - Urban Form

- Env2.3.1 In order to maximize existing infrastructure, identify underutilized parcels and areas with infill potential, as candidates for redevelopment in the City.

The proposed zoning map amendment will enable these policies to be addressed and further the implementation of the Growth Policy.

#### 2. The amendment is consistent with and furthers adopted neighborhood plans, if any.

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. The subject property is located in Neighborhood Council #1. The applicant has provided Council #1 with all pertinent information. Notice of the proposed zoning map

amendment was also sent to adjoining property owners pursuant to the noticing requirements of the OCCGF. City staff has not received any comments on the proposed zoning map amendment from either notified owners or Council #1. The request will be discussed at the December 13 Council meeting, so this criterion will be updated as needed for the City Commission.

**3. The amendment is consistent with other planning documents adopted by the City Commission, including the river corridor plan, transportation plan and sub-area plans.**

The subject property does not lie within any adopted planning or sub-area planning areas. Since the future development is at the conceptual stage, review of the consistency with other planning documents is not applicable at this time. The eastern portion of this property is located at the very southeast edge of the study area for the City's Missouri River Corridor Master Plan. The Plan has no specific recommendations for this site, but the general goal of creating more density along the Sun River corridor and more potential usage of the City's trail system on 6<sup>th</sup> Street Southwest are consistent with this Plan.

**4. The code with the amendment is internally consistent.**

The proposed zoning map amendment is not in conflict with any portion of the existing City Code. All pertinent codes required for development of the subject property will be addressed during the building permit review. The proposed site plan for the multi-family use shows that the project can meet all parking, landscaping, and setbacks required in code. As a result, the proposed zoning map amendment is internally consistent and will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish or impair property values in the neighborhood.

**5. The amendment is the least restrictive approach to address issues of public health, safety, and welfare.**

There are no existing public health, safety, or welfare issues that have been identified for this property. The future apartment building project will require water and sewer to be extended from the mains that surround the property. Adequate storm water designs will be incorporated into the site as development occurs. It should be noted that the nearby Sun River is impaired for nitrogen and phosphorus, so additional water quality design measures will be needed to mitigate the development impacts of higher density development. Additionally, the emergency service access requirement associated with higher density zoning and development must be implemented in order for this criterion to be addressed.

**6. The City has or will have the financial and staffing capability to administer and enforce the amendment.**

The City has the financial and staffing capability to enforce the amendment if it is approved. The zoning map amendment will affect the subject property only, and the property will be developed in a manner consistent with Title 17 of the Official Code of the City of Great Falls.

LAND USE SUBMITTAL  
Rivers Edge Apartments  
October 3, 2022



$$D_{DOM} = 1,090 \text{ residents} * 60 \text{ gpd} * 3.78 = \mathbf{247,212 \text{ gpd}}$$

Therefore, the peak design flow rate for this phase of development is calculated as follows:

$$Q_{max} = 247,212 \text{ gpd} * \left( \frac{0.13 \text{ cf}}{\text{gal}} \right) * \left( \frac{\text{day}}{86,400 \text{ sec.}} \right) = 0.37 \text{ cfs}$$

### 1.G. PRELIMINARY DRAINAGE PLAN

See the site plan in Appendix B. Shown are the preliminary drainage path of the proposed development. Internal storm water piping will be installed to convey the storm water runoff to a determined discharge location.

### 1.H. SPECIAL FUNDING PROPOSAL

There are no special funding proposals for the public infrastructure on this proposed development.

### 1.I. PRELIMINARY EASEMENTS

The proposed development will have public utility easements that encompass the proposed water and sewer main extensions. The easement locations will be finalized once final utility routes are determined. See the preliminary plat of the minor subdivision in Appendix C.

## 2. ZONING MAP AMENDMENT (TABLE 3)

### 2.A. REZONE EXHIBIT

See the site zoning in Appendix B.

### 2.B. NARRATIVE OF THE REZONE

The proposed rezone will encumber both Tract 1 and Tract 2 of the current Dicks Addition. The current zoning of the two tracts are R-10 (Mobile Home Park). The neighboring zoning includes P.O.S to the north and east, C-1 and R-2 to the south, C-2 and Cascade County Commercial to the west.

The proposed zoning for this development will be R-6 (Multi-Family High Density Residential). This will allow for the product type and density of the proposed apartment complex.

### 2.C. PLANS AND SUPPLEMENTAL INFORMATION

See Section 1 for details related to the plans and supplemental information required per Table 3.

# Aerial Map

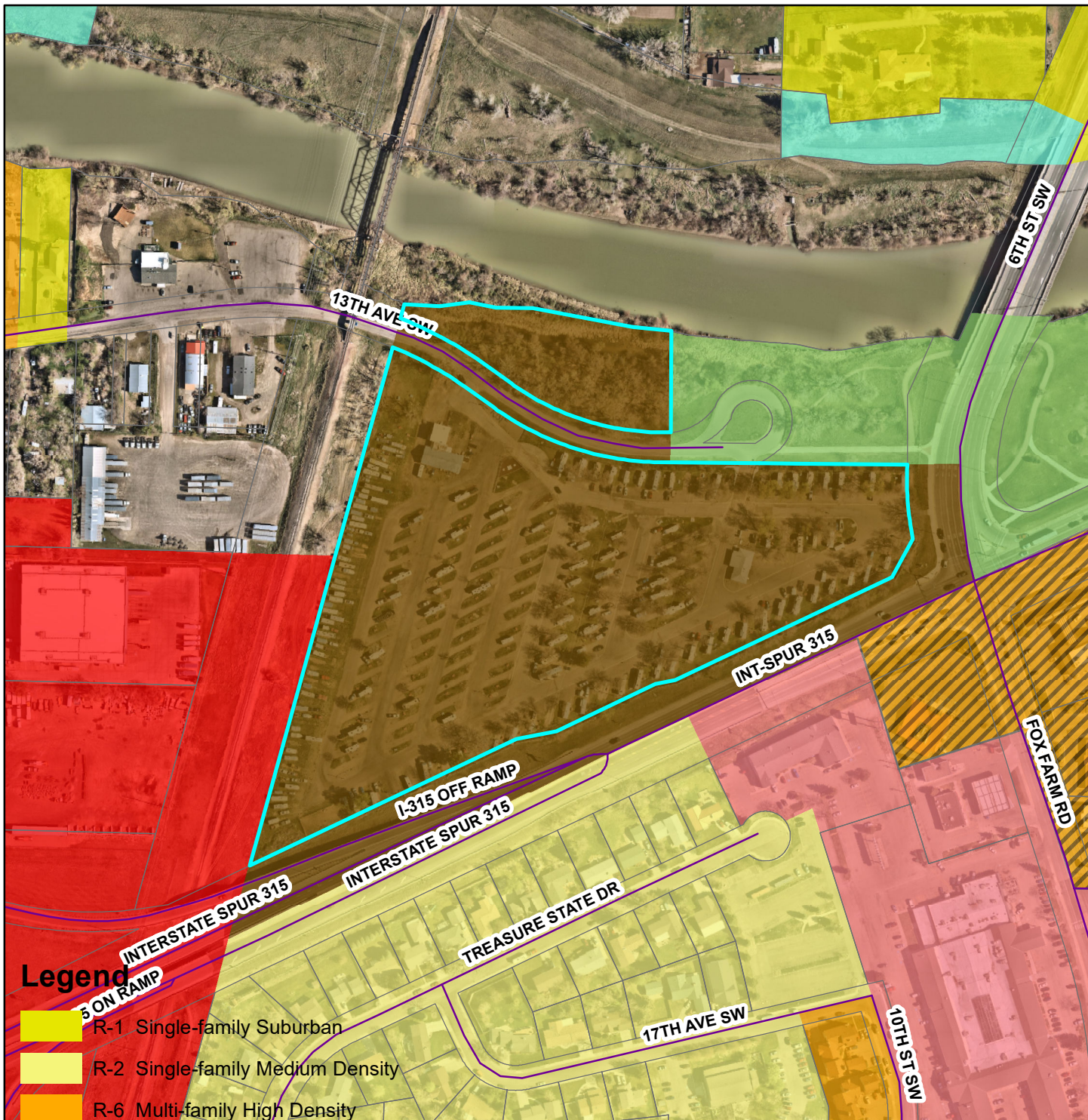


City Limits



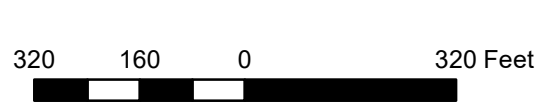


# ZONING MAP



## Legend

- R-1 Single-family Suburban
- R-2 Single-family Medium Density
- R-6 Multi-family High Density
- R-10 Mobile Home Park
- PUD Planned Unit Development
- C-1 Neighborhood Commercial
- C-2 General Commercial
- PLI Public Lands and Institutional
- POS Parks and Open Space
- U Unincorporated Enclave



N

233

KEY NOTES

- 1 CLUB HOUSE
- 2 100' X 22' GARAGE
- 3 80' X 22' GARAGE
- 4 TRASH ENCLOSURE
- 5 33 (16) TENANT CLUSTER MAILBOXES
- 6 MONUMENT SIGN
- 7 PRELIMINARY DRAINAGE PATH

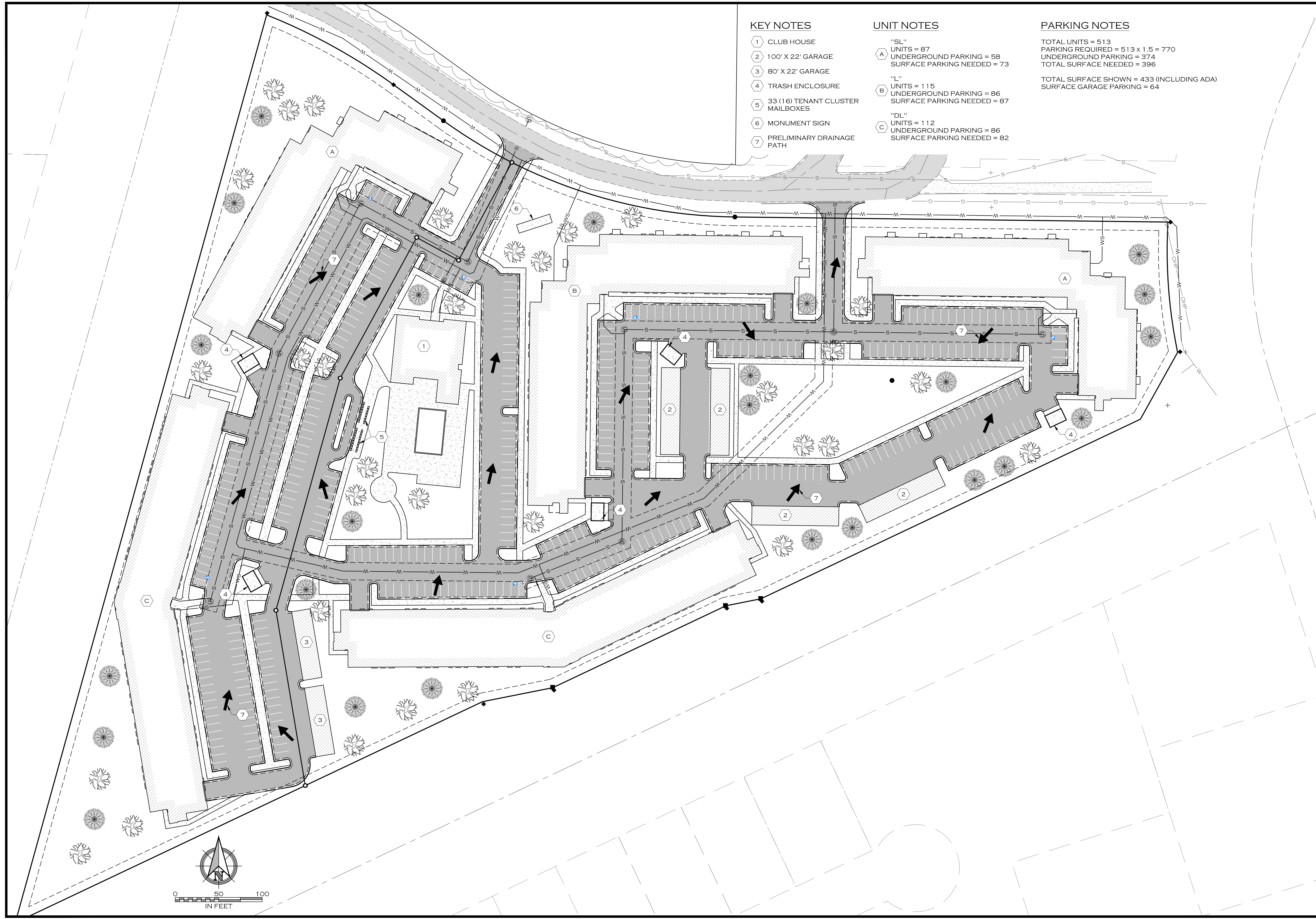
UNIT NOTES

- "SL" UNITS = 87  
UNDERGROUND PARKING = 58  
SURFACE PARKING NEEDED = 73
- "L" UNITS = 115  
UNDERGROUND PARKING = 86  
SURFACE PARKING NEEDED = 87
- "DL" UNITS = 112  
UNDERGROUND PARKING = 86  
SURFACE PARKING NEEDED = 82

PARKING NOTES

TOTAL UNITS = 513  
 PARKING REQUIRED = 513 x 1.5 = 770  
 UNDERGROUND PARKING = 374  
 TOTAL SURFACE NEEDED = 396

TOTAL SURFACE SHOWN = 433 (INCLUDING ADA)  
 SURFACE GARAGE PARKING = 64



JOB #:	GF-2217
DRAWN:	TDL/RLO
DESIGN:	TDL/RLO
CA:	KTS/SNW
DATE:	10/03/2022

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RIVERS EDGE APARTMENTS  
 GREAT FALLS, MONTANA  
 PRELIMINARY SITE LAYOUT OPTION 1

# RIVER'S EDGE TRAFFIC IMPACT STUDY

22114.04

Prepared For:  
City of Great Falls – Planning & Community Development  
#2 Park Drive South, Room 112  
Great Falls, MT 59403



Placemaking

Infrastructure  
Engineering

Surveying +  
Mapping

Community  
Planning

Landscape  
Architecture

Branding +  
Visualization



**October 2022**

**SANDERSON**  
**STEWART**

ENDURING COMMUNITY DESIGN

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## INTRODUCTION

This traffic impact study (TIS) assesses the traffic-related impacts associated with the proposed development of the River's Edge Apartments in Great Falls, Montana on the surrounding transportation system. This report also provides recommendations to mitigate any such impacts. The methodology and analysis procedures used in this study employ the latest technology and nationally accepted standards in the areas of site development and transportation impact assessment. Recommendations made in this report are based on professional judgment and these principles.

## SITE LOCATION AND DESCRIPTION

The proposed River's Edge Apartments are located on an existing RV Park north of 10th Avenue South (I-315) between 6th Street SW and the railroad tracks in Great Falls, Montana. The site is bordered by 6th Street SW to the east, railroad tracks to the west, 13th Avenue SW and Sun River to the north, and 10th Avenue South to the south. Figure 1 on the following page depicts the study area.

## SITE DEVELOPMENT PLAN

The site development plan proposes construction of five apartment buildings to include four levels of units over one ground level of parking, for 513 total apartment units. Full-movement access is proposed at two existing RV park access locations on 13th Avenue SW. Figure 2 on the page 3 illustrates the current proposed site layout.

## EXISTING CONDITIONS

### Streets

Figure 3 on page 4 shows Montana Department of Transportation (MDT) street classifications and speed limits on study area streets. Additional conditions of existing streets within the study area are described below.

West of 6th Street SW, 10th Avenue South is a four-lane access-controlled facility until its interchange with I-15. There are single-lane exit and entrance ramps accessing 14th Street SW. Across from the 10th Avenue South EB Ramps, the access road into the shopping center west of 14th Street SW has a wide section that is marked with two northeastbound thru lanes and additional turn lanes at intersections. South of the 10th Avenue South EB Ramps, 14th Street SW has two northbound thru lanes and one southbound thru lane. North of the eastbound ramps, it has one thru lane in each direction with turn lanes at the ramp intersections. The remaining study streets have paved two-lane sections or equivalent surface widths. There is curb and gutter on 14th Street SW south of 14th Avenue SW, and no curb and gutter along the remaining streets or the 10th Avenue South ramps.

### Intersections

Figure 3 also shows the traffic control utilized at each study area intersection. Additional conditions of study area intersections are described in the following paragraphs. There are no turn lanes at the two stop-controlled intersections.



Figure 1: Study Area

River's Edge Apartments TIS

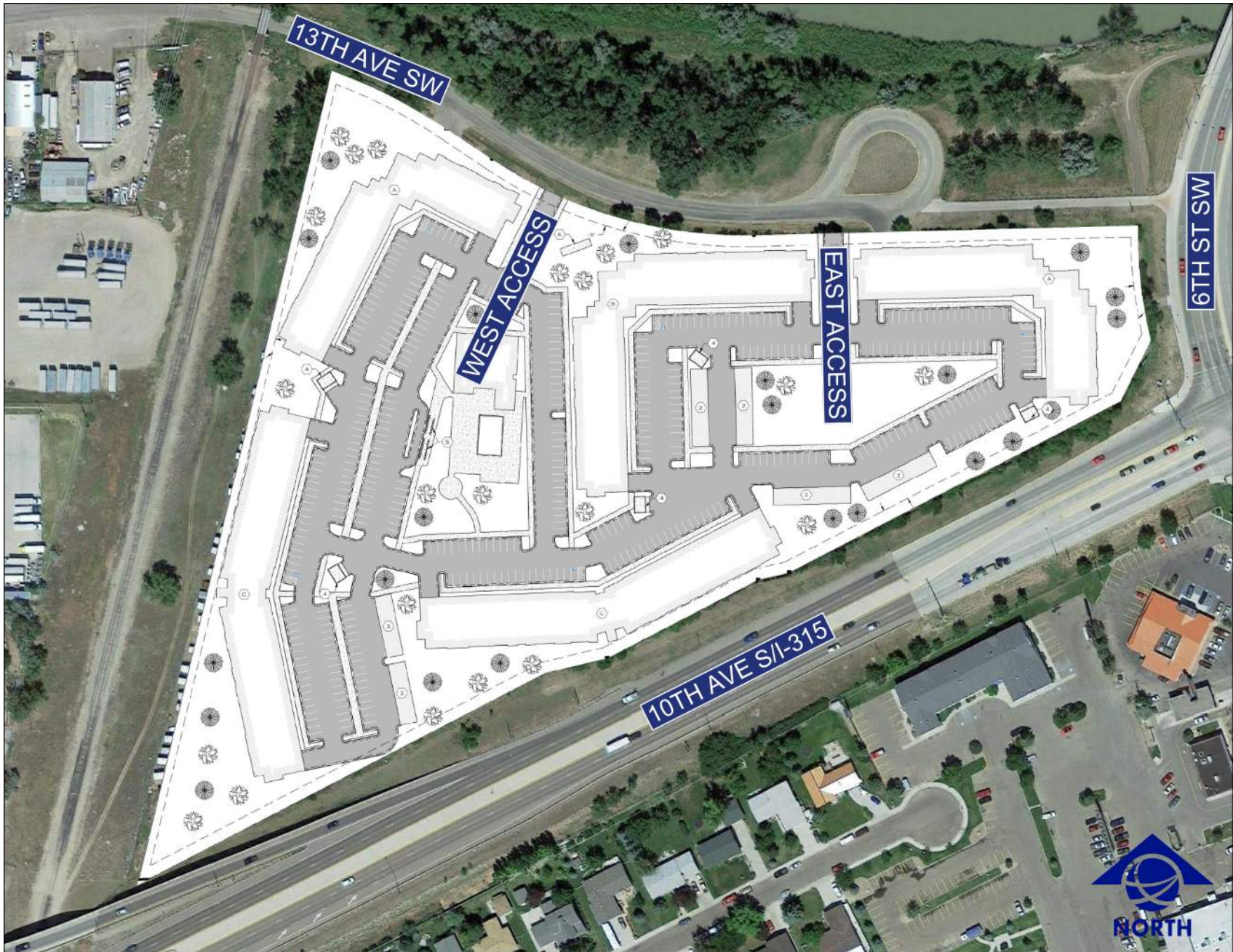


Figure 2: Site Layout

River's Edge Apartments TIS





Figure 3: Street & Intersection Characteristics

The 14th Street SW/10th Avenue South EB Ramps intersection has dedicated left-turn, thru, and right-turn lanes on all approaches. The westbound right-turn lane is channelized and controlled by the signal, which is actuated and operates with protected/permissive phasing for eastbound and westbound left turns, northbound and southbound right-turn overlap phases, and permissive phasing for all other movements.

The 14th Street SW/10th Avenue South WB Ramps intersection has dedicated left-turn, thru, and right-turn lanes on the northbound approach, a left-turn lane on the southbound approach, and a channelized westbound right-turn lane that is controlled by the traffic signal. The signal is actuated and operates with split phasing on the eastbound and westbound approaches, a northbound right-turn overlap phase, and permissive phasing for all other movements.

## Bicycle/Pedestrian Facilities

There are limited bicycle and pedestrian facilities in the study area, with sidewalk along the east side of 14th Street SW beginning to the south of its intersection with 15th Avenue SW and along the west side of 14th Street SW beginning south of its intersection with the 10th Avenue South EB Ramps. The shopping center access road west of 14th Street SW across from the 10th Avenue South EB Ramps has sidewalk along the southern side.

## Traffic Volumes

Weekday AM and PM peak hour turning movement counts were collected at study intersections on Thursday, August 18, 2022. The traffic data was collected using Miovision Scout video-based systems. The weekday AM and PM peak hour periods were found to occur from 8:00 to 9:00 AM and 4:45 to 5:45 PM. Raw count data was adjusted for seasonal variation using MDT seasonal adjustment factors. Figure 4 on page 6 summarizes the calculated Existing Conditions (2022) peak hour turning movement volumes for the AM and PM peak hours. Detailed traffic count data worksheets are included in Appendix A.

## Intersection Capacity

Intersection capacity calculations for Existing Conditions (2022) were performed for the study area intersections using Synchro, Version 11, which is based on the Highway Capacity Manual, 6th Edition (Transportation Research Board, 2016). Level of service (LOS) is defined as a quality measure describing operational conditions within a traffic stream, generally in terms of such service measures as speed and travel time, freedom to maneuver, traffic interruptions, comfort, and convenience. LOS is a qualitative measure of the performance of an intersection with values ranging from LOS A, indicating good operation and low vehicle delays, to LOS F, which indicates congestion and longer vehicle delays. LOS C is generally considered as the minimum acceptable performance level for planning and design purposes.

The results of the Existing Conditions (2022) intersection capacity calculations showed that all intersections and approaches currently operate at LOS C or better, with minimal 95th percentile queuing at the stop-controlled intersections. Queuing at the signalized intersections is moderate; the longest queue modeled in the capacity analysis was 12 vehicles on the westbound leg of the 14th Street SW/10th Avenue South WB Ramps intersection during the PM peak hour. Southbound thru vehicles queued at the 14th Street SW/10th Avenue South EB Ramps intersection block access to the southbound left-turn lane during the PM peak hour, and very nearly block the lane during the AM peak hour. Figure 4 also shows the Existing Conditions (2022) LOS results at each intersection. A detailed capacity summary table and capacity calculation worksheets for the study area intersections can be found in Appendix B.

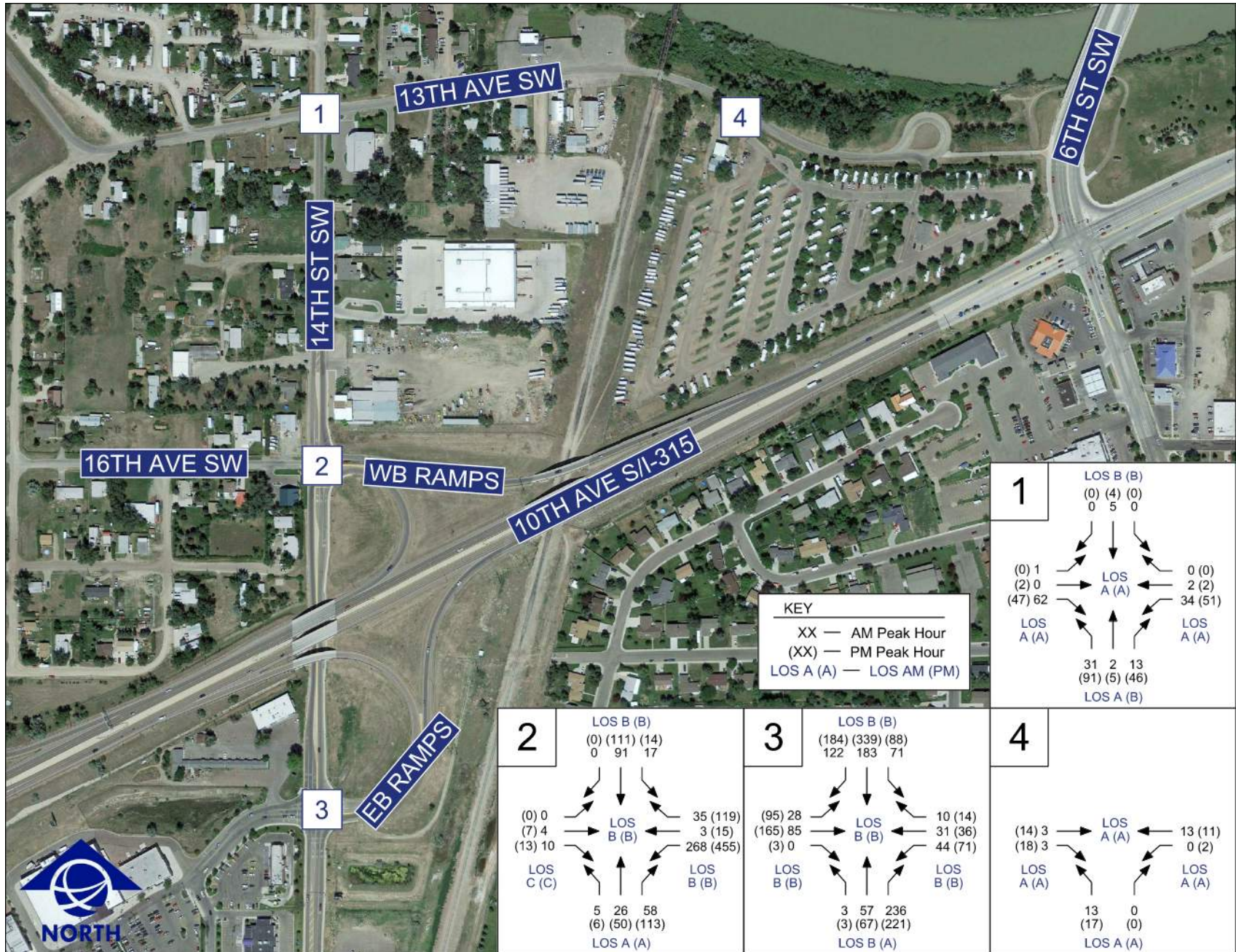


Figure 4: Existing Conditions (2022) Peak Hour Traffic Volumes

## Crash History

Historical crash data was obtained from MDT for the 5-year period from January 1, 2016 through December 31, 2020 for the study area intersections. The data was analyzed for the purposes of calculating intersection crash and severity rates and evaluating collision type trends. Tables 1 and 2 below and on page 8, respectively, illustrate the results of that analysis. Note that no crashes were reported at the intersections of 13th Avenue SW/RV Park Access and 14th Street SW/10th Avenue South EB Ramps.

Intersection crash rates were calculated on the standard basis of crashes per million vehicles entering (MVE) for each intersection. The MVE metric was estimated based on 2022 peak hour traffic counts and published historical ADT volumes from the MDT website. Crash rates for the study area intersections ranged from 0.00 crashes/MVE to 0.82 crashes/MVE. The highest crash rate of 0.82 crashes/MVE was calculated for the intersection of 14th Street SW/10th Avenue South WB Ramps. The elevated crash frequency rate at this intersection is concerning, particularly as compared to the HSM predicted rate (see discussion in following paragraphs).

As a means of evaluating the historical crash frequency rates, Sanderson Stewart calculated expected rates using the predictive crash rate formulas in the American Association of State Highway Transportation Officials (AASHTO) Highway Safety Manual (HSM). The process involves calculating the number of crashes predicted in a year based on traffic demand (AADTs) and various physical and traffic environment-based conditions, such as lane configurations and traffic control. Sanderson Stewart then back-calculated a frequency rate on the basis of one million vehicles entering for the sake of comparison with the actual historical crash rate. The results of the calculations show that the historical crash rate is over one and a half times higher than the predicted crash rate at the intersection of 14th Street SW/10th Avenue South WB Ramps. For the remaining study area intersections, the predicted HSM crash rates were very similar to or higher than the historical rates. The HSM rate predictions and 5-year crash totals for each intersection are summarized in Table 1 below.

Severity indexes were also calculated for the study area intersections. The severity index gives an indication of relative crash severity for a location based on the number of fatal, injury, and property damage only (PDO) crashes. The highest severity index was 1.18 at the intersection of 14th Street SW/10th Avenue South WB Ramps; however, this is a low severity index due to only 1 of 11 crashes (9%) resulting in an injury. Severity index calculation results are also summarized in Table 1.

**Table 1: Crash History - Frequency and Severity Statistics**

Intersection	2016-2020 DEV <sup>1</sup>	Reported Crashes <sup>2</sup>	Crash Type			Crash Data <sup>3</sup>			HSM Predictions <sup>4</sup>	
			PDO	Injury	Fatality	Average Crash Frequency (Crash/Yr)	Crash Rate (Crash/MVE)	Severity Index	Predicted Average Crash Frequency (Crash/Yr)	Predicted Crash Rate (Crash/MVE)
13th Ave SW/RV Park Access	1670	0	0	0	0	0.00	0.00	0.00	0.19	0.31
14th St SW/13th Ave SW	3156	1	1	0	0	0.20	0.17	1.00	0.77	0.67
14th St SW/10th Ave S WB Ramps	7391	11	10	1	0	2.20	0.82	1.18	1.17	0.43
14th St SW/10th Ave S EB Ramps	8446	0	0	0	0	0.00	0.00	0.00	1.07	0.35

<sup>1</sup> Daily Entering Volume (DEV) estimated from 2022 peak hour counts and 2016 through 2020 MDT published ADTs

<sup>2</sup> Crashes reported from January 1, 2014 to December 31, 2018

<sup>3</sup> Crash rates expressed as crashes per million vehicles entering (MVE)

<sup>4</sup> Rates calculated using Highway Safety Manual (HSM) 1st Edition predictive methodology using SPICE tool

Sanderson Stewart also performed an analysis of collision classification to determine if any patterns could be identified. Table 2 below presents the results of that analysis.

**Table 2: Crash History - Collision Type**

	Collision Type						Total
	Rear End	Right Angle	RT, SD	SS, SD	Fixed Object	Other	
13th Ave SW/RV Park Access							0
14th St SW/13th Ave SW		1					1
14th St SW/10th Ave S WB Ramps	5	1	1	1	2	1	11
14th St SW/10th Ave S EB Ramps							0

Rear-end crashes were the most commonly reported collision type at the intersection of 14th Street SW/10th Avenue South WB Ramps, accounting for 5 of 11 collisions (45%). Rear-end collisions are typically one of the most common collision types at intersections. Rear-end collisions commonly occur at signalized intersections because the signalized control is dynamic, and thereby requires drivers to recognize and react to changing conditions in real time. High speeds approaching signalized intersections allow drivers less response time, which creates an opportunity for an increased chance of rear-end collisions. Signals out of coordination or with lack of awareness to the intersection’s traffic control can contribute to rear end collisions. Another potential contributing factor for rear-end collisions at a signalized intersection is a yellow change interval that is too short for the prevailing operating speeds in that corridor. Based on the application of yellow change interval formulas from the Institute of Transportation Engineers (ITE) Traffic Engineering Handbook, the yellow change intervals are all appropriate for the posted speeds at the intersection of 14th Street SW/10th Avenue South Westbound Ramps. Three (3) of the 5 (60%) rear end collisions involved southbound vehicles slowing at the intersection with 2 crashes occurring on dry pavement conditions in the daylight. More comprehensive crash information would be required to determine appropriate safety countermeasures.

There were 2 of 11 crashes (18%) due to fixed object collisions. Fixed object crashes often occur at intersections due to alcohol, excessive speeds, inattention, or poor visibility. At the intersection of 14th Street SW/10th Avenue South WB Ramps, there were 2 fixed object crashes; both crashes involved northbound vehicles traveling straight ahead. One crash occurred in snowy conditions. More crash data would need to be evaluated to determine further analysis or safety strategies.

Seven (7) of the 11 crashes (64%) that occurred at the 14th Street SW/10th Avenue South WB Ramps intersection had wet, icy, snow, or frost road surface conditions. It is important to note that all the above evaluations are speculative, and more detailed information about individual crashes would be needed to determine exact causes for each collision.

## TRIP GENERATION

This study utilized Trip Generation, 11th Edition, published by the Institute of Transportation Engineers (ITE), which is the most widely accepted source in the United States for determining trip generation projections. These projections are used to analyze the impacts of a new development on the surrounding area. For the purposes of this study, Land Use Code 220 – Multifamily Housing (Low-Rise) was used to estimate trip generation for the River’s Edge Apartments. Table 3 on the following page illustrates the results of the trip generation calculations for the site.

**Table 3: Trip Generation Summary**

Land Use	Independent Variable		Average Weekday			AM Peak Hour			PM Peak Hour		
	Intensity	Units	total	enter	exit	total	enter	exit	total	enter	exit
Multifamily Housing (Low-Rise) <sup>1</sup>	513	Dwelling Units	3458	1729	1729	205	49	156	262	165	97
<b>Total Buildout New External Trips</b>			<b>3458</b>	<b>1729</b>	<b>1729</b>	<b>205</b>	<b>49</b>	<b>156</b>	<b>262</b>	<b>165</b>	<b>97</b>

(1) Multifamily Housing (Low-Rise) - Land Use 220\* Units = Dwelling Units  
 Average Weekday: Average Rate = 6.74 (50% entering/50% exiting)  
 Peak Hour of the Adjacent Street, One Hour between 7 and 9 AM: Average Rate = 0.40 (24% entering/76% exiting)  
 Peak Hour of the Adjacent Street, One Hour between 4 and 6 PM: Average Rate = 0.51 (63% entering/37% exiting)

\*Trip Generation, 11th Edition, Institute of Transportation Engineers, 2021

At full buildout, the site is projected to generate a total of 3,458 gross average weekday trips with 205 trips (49 entering/156 exiting) generated during the AM peak hour and 262 trips (165 entering/97 exiting) generated during the PM peak hour.

Trip generation projections provide an estimate of the total number of trips that would be generated by a proposed development. However, to estimate the net number of new trips made by personal vehicles external to the site, adjustments must often be made to account for internal capture trips, pass-by trips, and trips made by alternate modes. Trips made by alternate modes (walking, biking, transit) were conservatively assumed to be negligible for the purposes of this study.

Internal capture (IC) trips are trips that do not have origins or destinations external to a project site and therefore do not have an impact on external traffic operations. IC trips most often occur in mixed-use developments where residential, commercial, and office-related land uses exhibit a high rate of internal trip exchange and were therefore not calculated for this study.

Pass-by trips are trips that are made as intermediate stops on the way from a point of origin to a primary trip destination. Pass-by trips are attracted from traffic “passing by” on an adjacent street that offers direct access to the site. Pass-by trips are primarily attracted by commercial type land uses such as restaurants, convenience markets, and gas stations and were also not calculated for this site.

## TRIP DISTRIBUTION

Trip distribution is an estimate of site-generated trip routing, which can be determined by several methods, such as computerized travel demand models, calculation of travel time for various available routes, and/or simple inspection of existing traffic patterns within the project area. For this study, distribution percentages were calculated based on collected existing traffic volumes with consideration given to the location of the development in relation to the rest of Great Falls. Figure 5 on page 11 presents the calculated trip distribution scheme for the River’s Edge Apartments.

## TRAFFIC ASSIGNMENT

Traffic assignment is the procedure whereby site-generated vehicle trips are assigned to study area streets, intersections, and site access driveways based on the calculated trip distribution and the physical attributes of the development site. Using this approach, site-generated trips were assigned to the study area street network for the

purposes of projecting future traffic volumes for analysis. The results of the traffic assignment exercise for the AM and PM peak hours are also illustrated in Figure 5.

## TRAFFIC IMPACTS

### Traffic Volumes

Based on information from the Client, a horizon year of 2024 was utilized for the purposes of calculating future traffic projections for this study. In addition to site-generated trips, background traffic volumes will also likely increase for study area streets and intersections due to general city-wide growth. To account for that growth, Sanderson Stewart analyzed historical MDT traffic data on 14th Street SW and the 10th Avenue South ramps, as well as reviewing growth rates used in previous area studies. After confirmation with the City of Great Falls, a background growth rate of 1% was selected. Trips to the existing RV park, recorded at its site access intersection, were removed from the study street network before applying anticipated background growth to existing volumes and combining with site-generated traffic assignments to calculate the Future (2024) traffic projections. Figure 6 on page 12 illustrates the resulting AM and PM peak hour traffic volume projections.

### Intersection Capacity

Sanderson Stewart performed intersection capacity calculations for the Future (2024) scenario based on the AM and PM peak hour traffic volume projections presented in Figure 6. Peak hour factors (PHFs) for the design year were assumed to be 0.92 for all intersections, per common industry practice for future scenarios and HCM guidelines. The assumed values were utilized to not overestimate future congestion in the study area. Figure 6 also shows the LOS results at each intersection.

Future (2024) capacity results are very similar to existing, with all intersections and approaches projected to operate at LOS C or better during both peak hours. Projected 95th percentile queuing is minimal at stop-controlled intersections and moderate at the signalized intersections, with a projected queue of 13 vehicles on the westbound approach at the 14th Street SW/10th Avenue South WB Ramps intersection during the PM peak hour. Southbound thru vehicle queues at the 14th Street SW/10th Avenue South EB Ramps intersection are projected to continue to block access to the southbound left-turn lane during both peak hours. A detailed intersection capacity summary table and capacity calculation worksheets for the Future (2024) traffic projection scenario are included in Appendix C.

### Auxiliary Turn Lanes

Auxiliary right- and left-turn lane warrants were evaluated to address existing concerns and/or projected impacts for study area streets and intersections. The warrants were evaluated based on the methodology outlined in the MDT Traffic Engineering Manual (November 2007) for the Existing Conditions (2022) and Future (2024) analysis scenarios. The results showed that no turn lanes are warranted based on either the Existing Conditions (2022) or Future (2024) scenarios. Auxiliary turn lane warrant worksheets for the Existing Conditions (2022) and Future (2024) scenarios can be found in Appendix D. The southbound left-turn lane at the signalized 14th Street SW/10th Avenue South EB Ramps intersection currently experiences starvation due to long existing southbound thru movement queues. The lane blockage could potentially be solved by increasing the storage length for the left-turn lane; however, this could be complicated due to a narrow bridge crossing to the north.

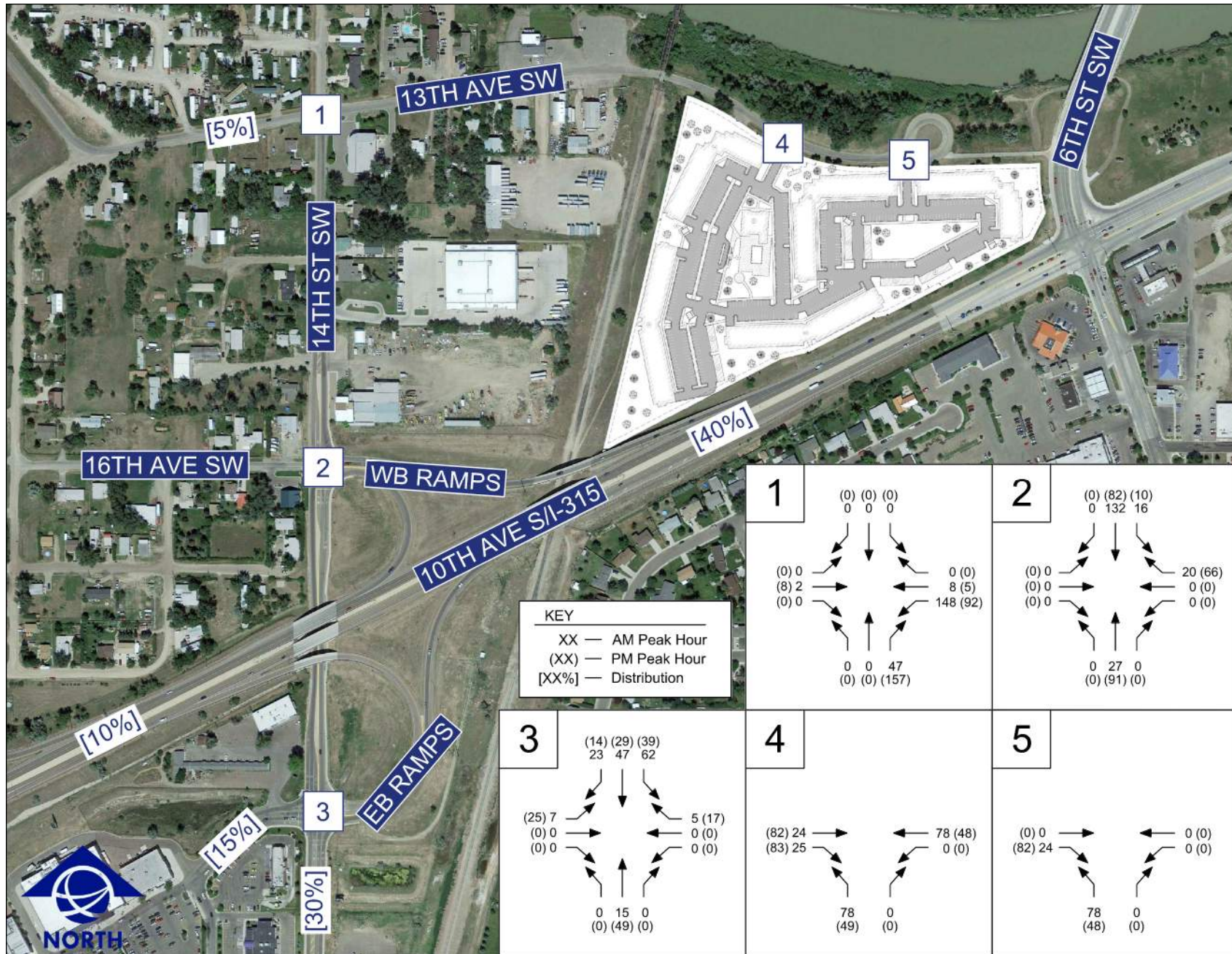


Figure 5: Trip Distribution & Traffic Assignment Summary

River's Edge Apartments TIS



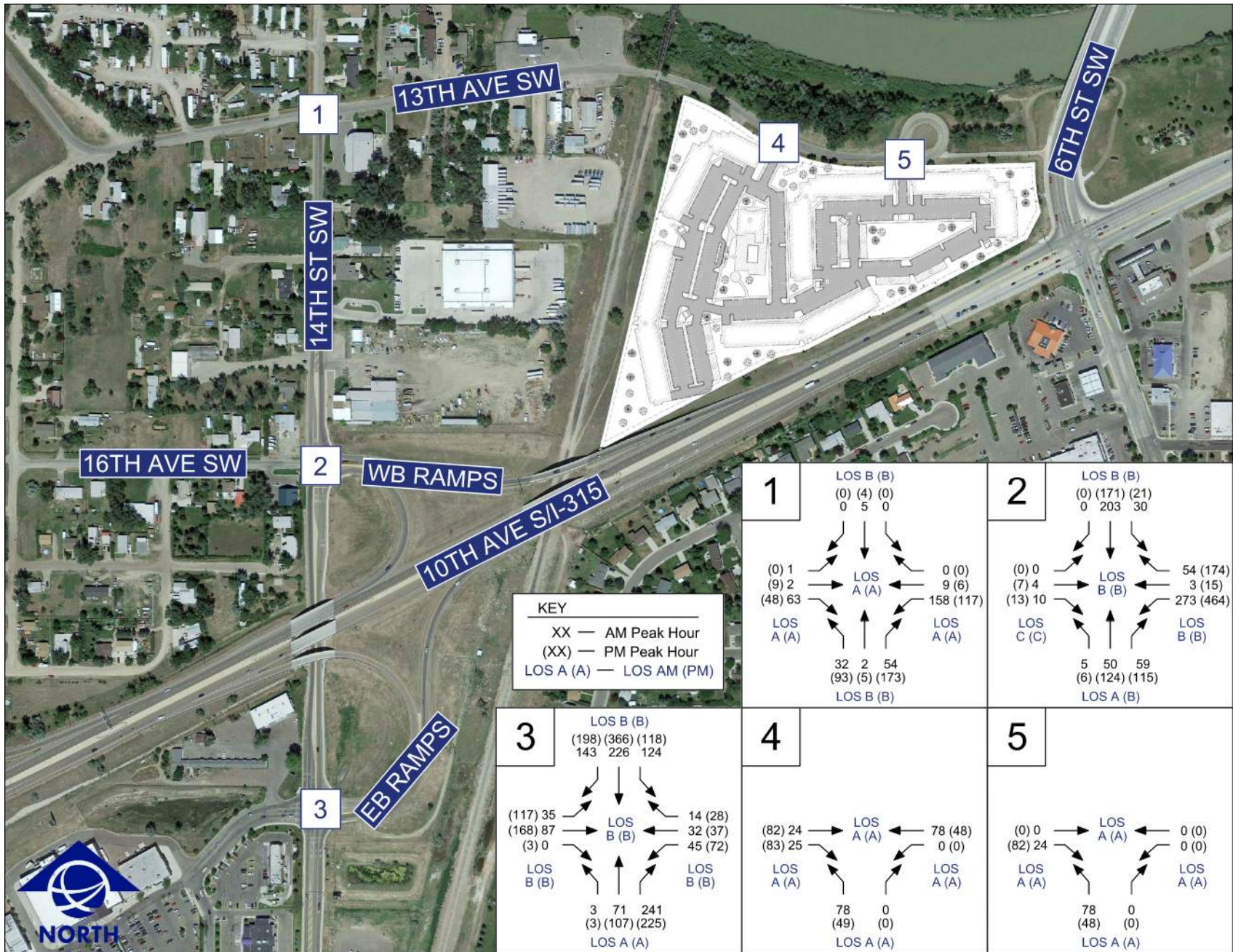


Figure 6: Future (2024) Traffic Projections

River's Edge Apartments TIS

## Multi-Way Stop Control

Multi-way stop control was considered at the 14th Street SW/13th Avenue SW intersection based on guidance presented in Section 2B.07 of the Manual on Uniform Traffic Control Devices (MUTCD). The MUTCD provides criteria for considering multi-way stop control based on crash trends and minimum entering volumes. Only four traffic volume hours were collected at the intersection so the eight-hour criteria could not be fully evaluated, but the four hours collected were during the busiest four hours of the day. It was determined that these Existing (2022) peak hour volumes did not meet any of the conditions for multi-way stop control, so it is assumed that the rest of the hourly traffic throughout the day would also fail to meet multi-way stop warrants. In the Future (2024) scenario, only one hour meets the 80% combination volume reduction criteria. Although multi-way stop control is not considered warranted at the 14th Street SW/13th Avenue SW intersection, continued monitoring of volumes and traffic patterns by the City of Great Falls is recommended during and after development of the River's Edge Apartments.

# CONCLUSIONS AND RECOMMENDATIONS

## Conclusions

The preceding analysis has shown that the proposed River's Edge Apartments in Great Falls, Montana will generate moderately increased traffic demand on area streets and intersections. Through the planned development, it is estimated that approximately 2,329 gross trips could be generated daily.

An evaluation of Existing Conditions (2022) intersection capacity showed that all intersections and approaches currently operate at LOS C or better, with moderate queuing at the signalized intersections. Existing southbound thru movement queues at the 14th Street SW/10th Avenue South EB Ramps intersection currently starve the southbound left-turn lane at the intersection, which could be solved by lengthening the southbound left-turn storage. However, the narrow bridge crossing to the north could complicate any roadway expansions. Intersection capacity analysis results for the Future (2024) scenario projected that capacity would remain very similar to existing, with all intersections and approaches continuing to operate at LOS C or better.

A crash history analysis found that the intersection of 14th Street SW/10th Avenue South WB Ramps had one and a half times more historical crashes than would be expected based on HSM predictive methodology. At this intersection, 7 of the 11 (64%) of crashes occurred with wet, icy, or snowing road surface conditions.

## Recommendations

The following list of recommendations is based on the analysis results from this study and professional judgment:

- Northbound stop (R1-1) signs shall be installed at both site access intersections with 13th Avenue SW.
- The City of Great Falls should monitor traffic volumes and patterns at the 14th Street SW/13th Avenue SW intersection for implementation of multi-way stop control.
- All transportation-related improvements shall be designed in accordance with City of Great Falls and/or MDT standards (where applicable) and the Manual on Uniform Traffic Control Devices (MUTCD).

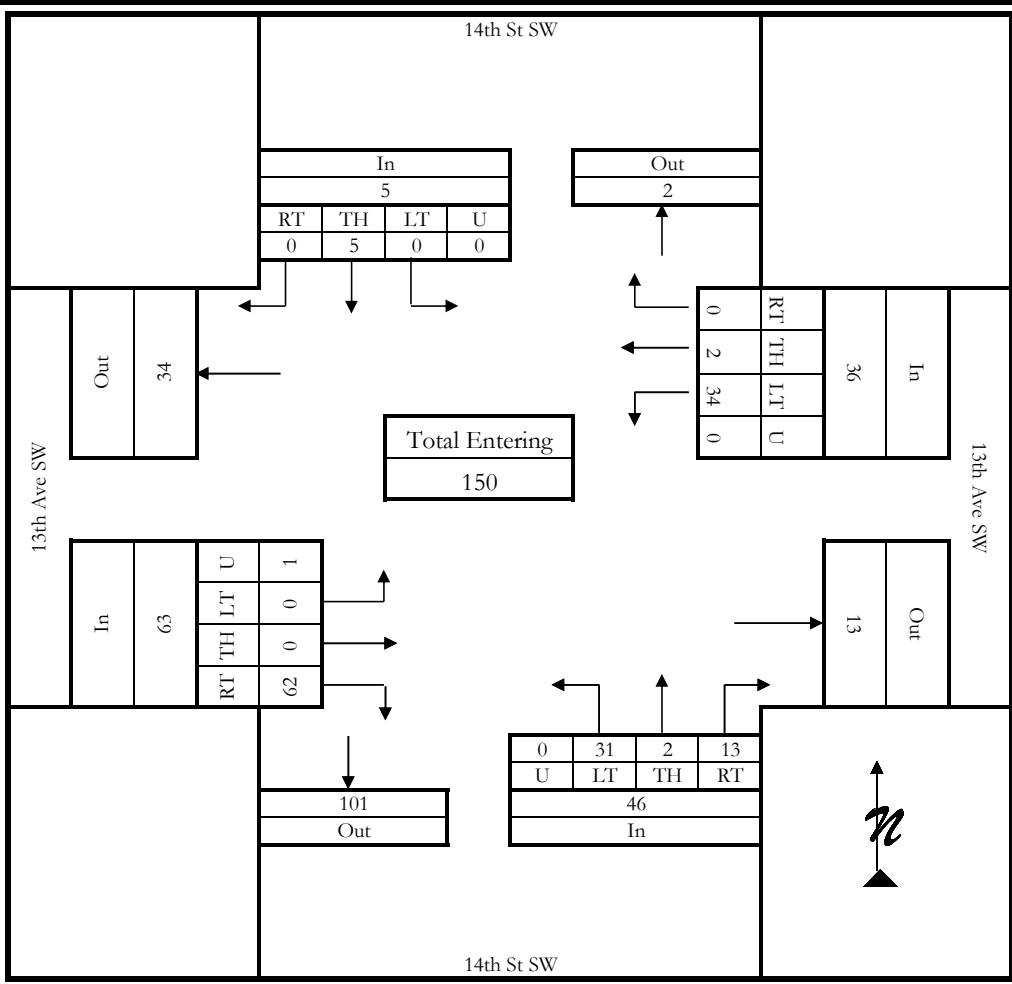
**TRAFFIC VOLUME DATA**

**APPENDIX A**

## INTERSECTION TURNING MOVEMENT COUNT SUMMARY

<b>General Information</b>	
Counted By: Keyan Dalbey	Intersection: 14th St SW & 13th Ave SW
Agency/Company: Sanderson Stewart	Jurisdiction: Great Falls, MT /MDT
Date Performed: Thursday, August 18, 2022	Project Description: Rivers Edge GTF TIS
Count Time Period: AM Peak Hour (8:00 - 9:00 AM)	Project Number: 22114
North/South Street: 14th St SW	East/West Street: 13th Ave SW

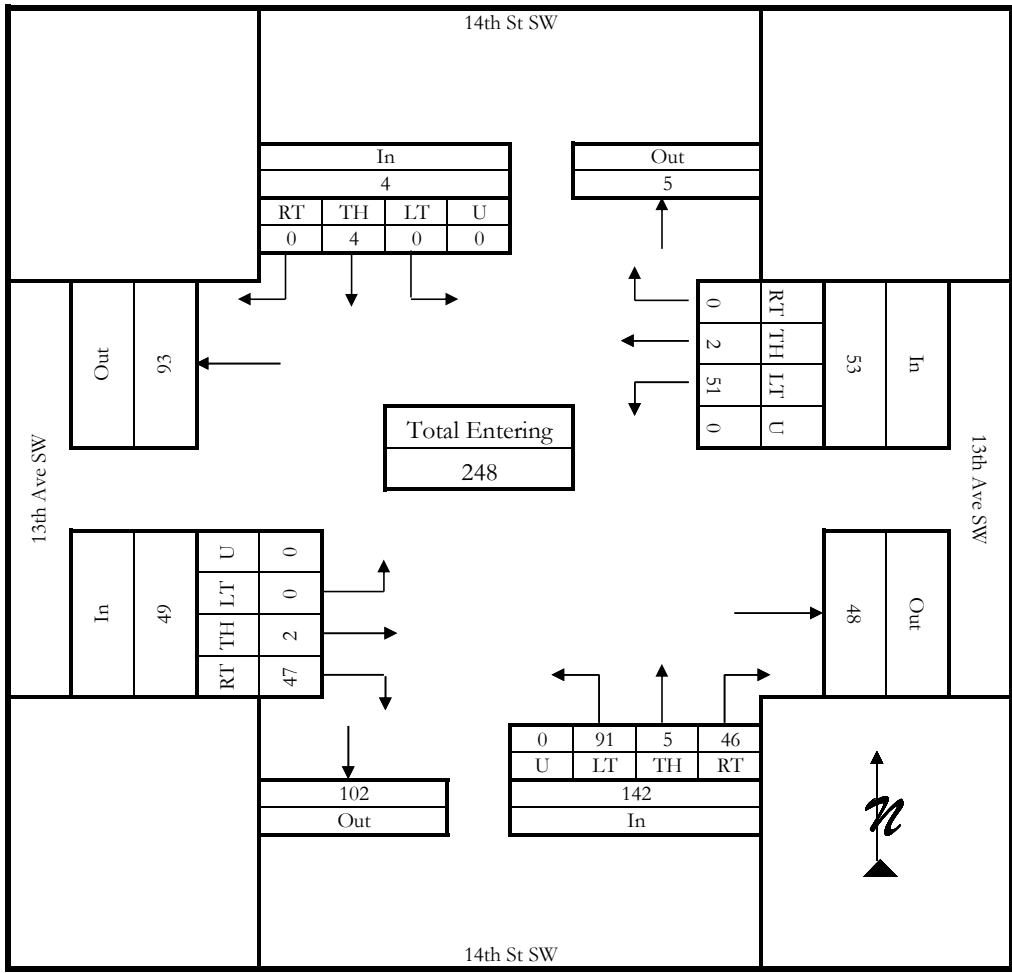
Start Time	14th St SW Southbound					14th St SW Northbound					13th Ave SW Eastbound					13th Ave SW Westbound					Int. Total
	Right	Thru	Left	U-turn	Total	Right	Thru	Left	U-turn	Total	Right	Thru	Left	U-turn	Total	Right	Thru	Left	U-turn	Total	
Factor	1.00	1.00	1.00	1.00		0.89	0.89	0.89	0.89		0.89	0.89	0.89	0.89		1.00	1.00	1.00	1.00		
8:00 AM	0	1	0	0	1	4	0	12	0	16	14	0	0	1	15	0	0	7	0	7	39
8:15 AM	0	3	0	0	3	3	0	5	0	8	9	0	0	0	9	0	1	13	0	14	34
8:30 AM	0	1	0	0	1	5	2	6	0	13	17	0	0	0	17	0	1	10	0	11	42
8:45 AM	0	0	0	0	0	1	0	8	0	9	22	0	0	0	22	0	0	4	0	4	35
<b>Grand Total</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>13</b>	<b>2</b>	<b>31</b>	<b>0</b>	<b>46</b>	<b>62</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>63</b>	<b>0</b>	<b>2</b>	<b>34</b>	<b>0</b>	<b>36</b>	<b>150</b>
Medium Truck %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Heavy Truck %	0.0	20.0	0.0	0.0	20.0	15.4	0.0	16.1	0.0	15.2	1.6	0.0	0.0	0.0	1.6	0.0	50.0	11.8	0.0	13.9	
<b>Total Truck %</b>	<b>0.0</b>	<b>20.0</b>	<b>0.0</b>	<b>0.0</b>	<b>20.0</b>	<b>15.4</b>	<b>0.0</b>	<b>16.1</b>	<b>0.0</b>	<b>15.2</b>	<b>1.6</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>1.6</b>	<b>0.0</b>	<b>50.0</b>	<b>11.8</b>	<b>0.0</b>	<b>13.9</b>	
Total %	0.0	3.3	0.0	0.0	3.3	8.7	1.3	20.7	0.0	30.7	41.3	0.0	0.0	0.7	42.0	0.0	1.3	22.7	0.0	24.0	100.0
PHF	1.00	1.00	1.00			0.87	0.87	0.87			0.93	0.93	0.93			0.82	0.82	0.82			0.89



### INTERSECTION TURNING MOVEMENT COUNT SUMMARY

<b>General Information</b>	
Counted By: Keyan Dalbey	Intersection: 14th St SW & 13th Ave SW
Agency/Company: Sanderson Stewart	Jurisdiction: Great Falls, MT /MDT
Date Performed: Thursday, August 18, 2022	Project Description: Rivers Edge GTF TIS
Count Time Period: PM Peak Hour (4:45 - 5:45 PM)	Project Number: 22114
North/South Street: 14th St SW	East/West Street: 13th Ave SW

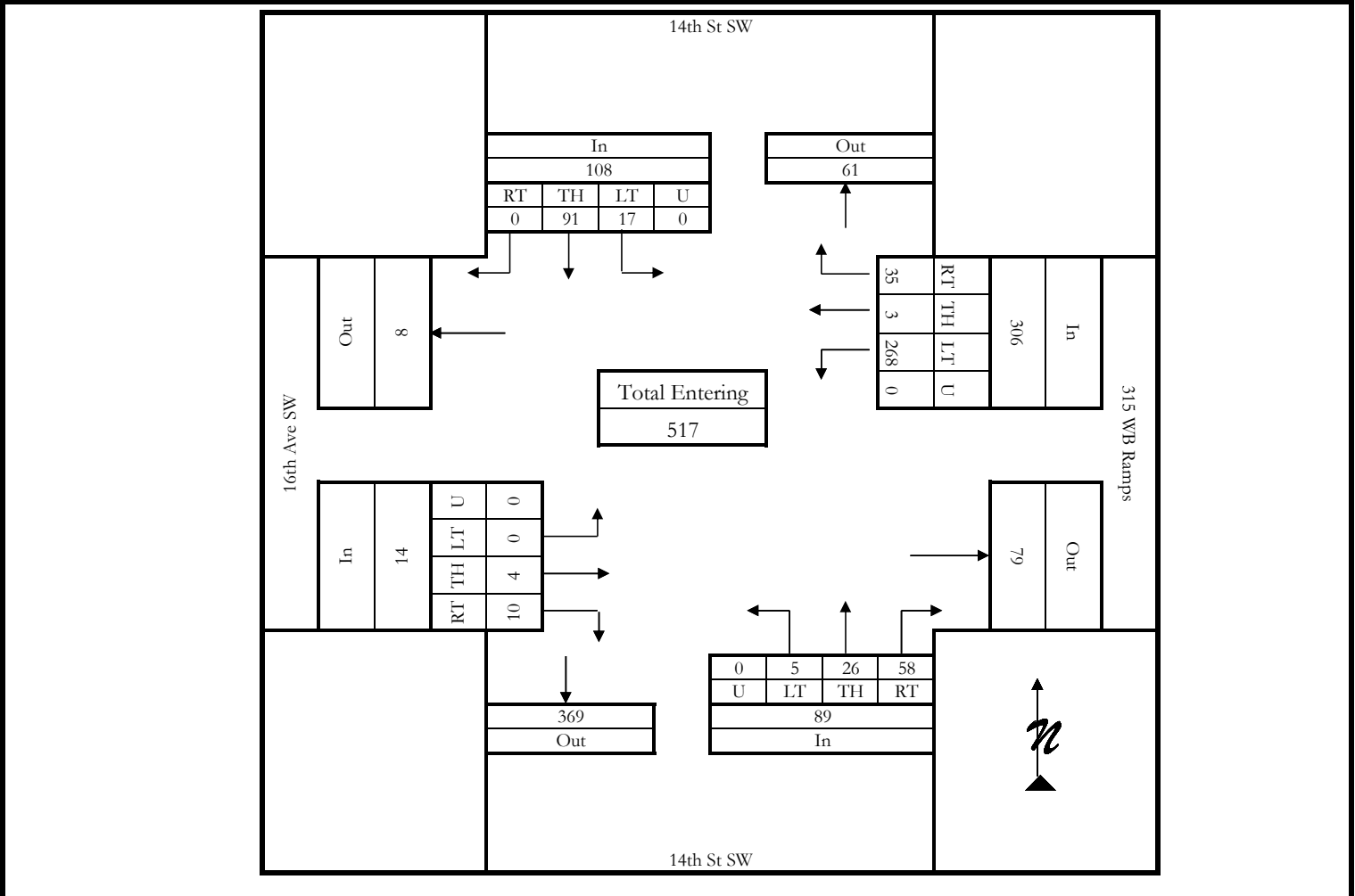
Start Time	14th St SW Southbound					14th St SW Northbound					13th Ave SW Eastbound					13th Ave SW Westbound					Int. Total
	Right	Thru	Left	U-turn	Total	Right	Thru	Left	U-turn	Total	Right	Thru	Left	U-turn	Total	Right	Thru	Left	U-turn	Total	
Factor	1.00	1.00	1.00	1.00		0.89	0.89	0.89	0.89		0.89	0.89	0.89	0.89		1.00	1.00	1.00	1.00		
4:45 PM	0	2	0	0	2	12	0	12	0	24	12	0	0	0	12	0	0	12	0	12	50
5:00 PM	0	2	0	0	2	11	1	25	0	37	12	1	0	0	13	0	0	10	0	10	62
5:15 PM	0	0	0	0	0	13	2	27	0	42	8	1	0	0	9	0	2	16	0	18	69
5:30 PM	0	0	0	0	0	10	2	27	0	39	15	0	0	0	15	0	0	13	0	13	67
<b>Grand Total</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>46</b>	<b>5</b>	<b>91</b>	<b>0</b>	<b>142</b>	<b>47</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>49</b>	<b>0</b>	<b>2</b>	<b>51</b>	<b>0</b>	<b>53</b>	<b>248</b>
Medium Truck %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Heavy Truck %	0.0	0.0	0.0	0.0	0.0	8.7	0.0	0.0	0.0	2.8	2.1	0.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0	1.9	
<b>Total Truck %</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>8.7</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>2.8</b>	<b>2.1</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>2.0</b>	<b>0.0</b>	<b>0.0</b>	<b>2.0</b>	<b>0.0</b>	<b>1.9</b>	
<b>Total %</b>	<b>0.0</b>	<b>1.6</b>	<b>0.0</b>	<b>0.0</b>	<b>1.6</b>	<b>18.5</b>	<b>2.0</b>	<b>36.7</b>	<b>0.0</b>	<b>57.3</b>	<b>19.0</b>	<b>0.8</b>	<b>0.0</b>	<b>0.0</b>	<b>19.8</b>	<b>0.0</b>	<b>0.8</b>	<b>20.6</b>	<b>0.0</b>	<b>21.4</b>	<b>100.0</b>
PHF	1.00	1.00	1.00			0.84	0.84	0.84			1.00	1.00	1.00			0.74	0.74	0.74			0.90



## INTERSECTION TURNING MOVEMENT COUNT SUMMARY

<b>General Information</b>	
Counted By: Keyan Dalbey	Intersection: 14th St SW & 315 WB Ramps
Agency/Company: Sanderson Stewart	Jurisdiction: Great Falls, MT /MDT
Date Performed: Thursday, August 18, 2022	Project Description: Rivers Edge GTF TIS
Count Time Period: AM Peak Hour (8:00 - 9:00 AM)	Project Number: 22114
Project Number: 22114	Project Description: Rivers Edge GTF TIS
North/South Street: 14th St SW	East/West Street: 315 WB Ramps

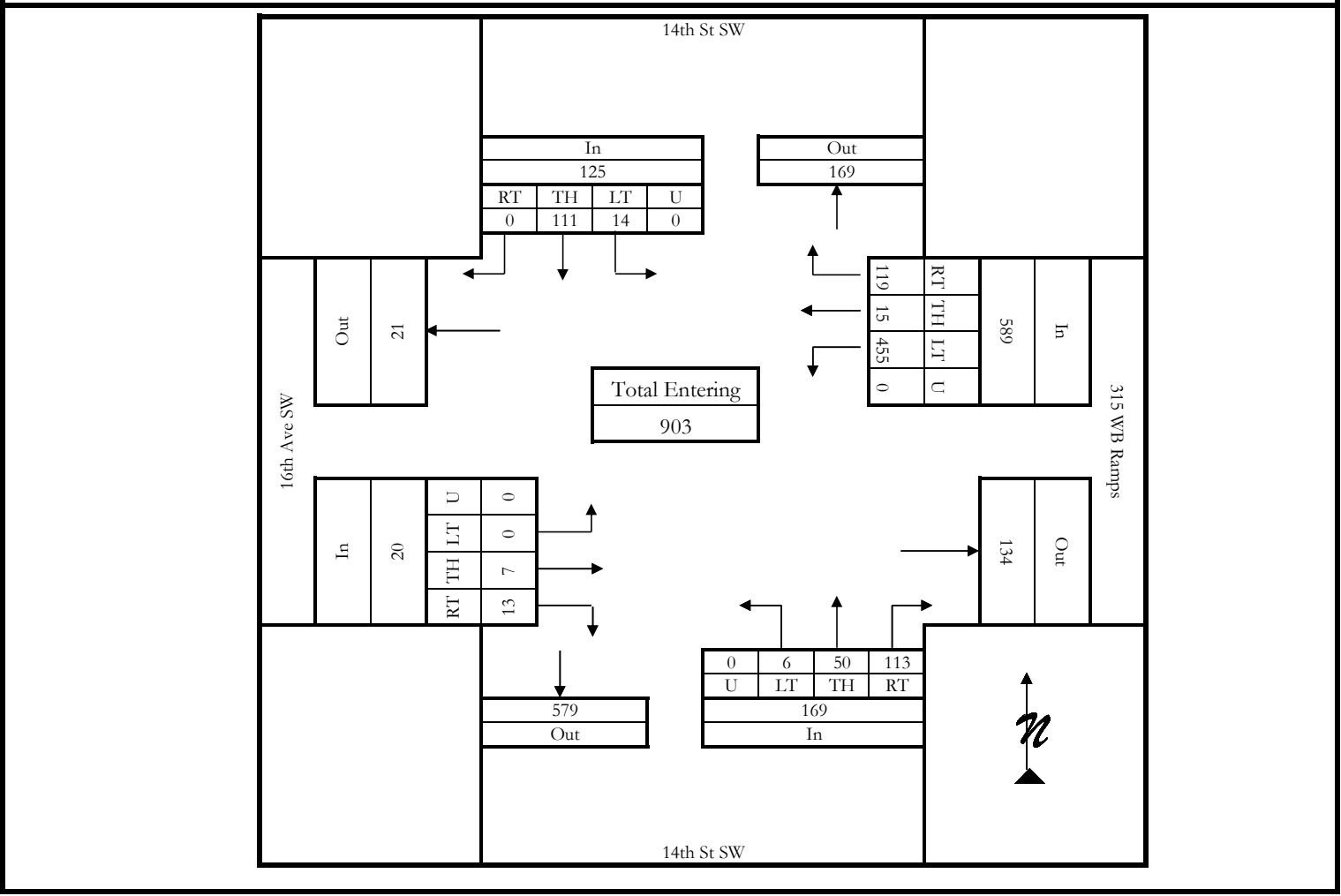
Start Time	14th St SW Southbound					14th St SW Northbound					16th Ave SW Eastbound					315 WB Ramps Westbound					Int. Total
	Right	Thru	Left	U-turn	Total	Right	Thru	Left	U-turn	Total	Right	Thru	Left	U-turn	Total	Right	Thru	Left	U-turn	Total	
Factor	0.89	0.89	0.89	0.89		0.89	0.89	0.89	0.89		1.00	1.00	1.00	1.00		0.82	0.82	0.82	0.82		
8:00 AM	0	21	3	0	24	15	8	1	0	24	3	0	0	0	3	13	1	56	0	70	121
8:15 AM	0	24	6	0	30	13	6	2	0	21	4	0	0	0	4	6	0	64	0	70	125
8:30 AM	0	24	3	0	27	14	6	0	0	20	2	1	0	0	3	6	0	59	0	65	115
8:45 AM	0	22	5	0	27	16	6	2	0	24	1	3	0	0	4	10	2	89	0	101	156
<b>Grand Total</b>	<b>0</b>	<b>91</b>	<b>17</b>	<b>0</b>	<b>108</b>	<b>58</b>	<b>26</b>	<b>5</b>	<b>0</b>	<b>89</b>	<b>10</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>35</b>	<b>3</b>	<b>268</b>	<b>0</b>	<b>306</b>	<b>517</b>
Medium Truck %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.4	0.0	0.3	
Heavy Truck %	0.0	5.5	5.9	0.0	5.6	8.6	11.5	0.0	0.0	9.0	0.0	0.0	0.0	0.0	0.0	8.6	0.0	3.4	0.0	3.9	
<b>Total Truck %</b>	<b>0.0</b>	<b>5.5</b>	<b>5.9</b>	<b>0.0</b>	<b>5.6</b>	<b>8.6</b>	<b>11.5</b>	<b>0.0</b>	<b>0.0</b>	<b>9.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>8.6</b>	<b>0.0</b>	<b>3.7</b>	<b>0.0</b>	<b>4.2</b>	
Total %	0.0	17.6	3.3	0.0	20.9	11.2	5.0	1.0	0.0	17.2	1.9	0.8	0.0	0.0	2.7	6.8	0.6	51.8	0.0	59.2	100.0
PHF	0.98	0.98	0.98			0.94	0.94	0.94			0.88	0.88	0.88			0.76	0.76	0.76			0.82



### INTERSECTION TURNING MOVEMENT COUNT SUMMARY

<b>General Information</b>	
Counted By: Keyan Dalbey	Intersection: 14th St SW & 315 WB Ramps
Agency/Company: Sanderson Stewart	Jurisdiction: Great Falls, MT /MDT
Date Performed: Thursday, August 18, 2022	Project Description: Rivers Edge GTF TIS
Count Time Period: PM Peak Hour (4:45 - 5:45 PM)	Project Number: 22114
Project Number: 22114	Project Description: Rivers Edge GTF TIS
North/South Street: 14th St SW	East/West Street: 315 WB Ramps

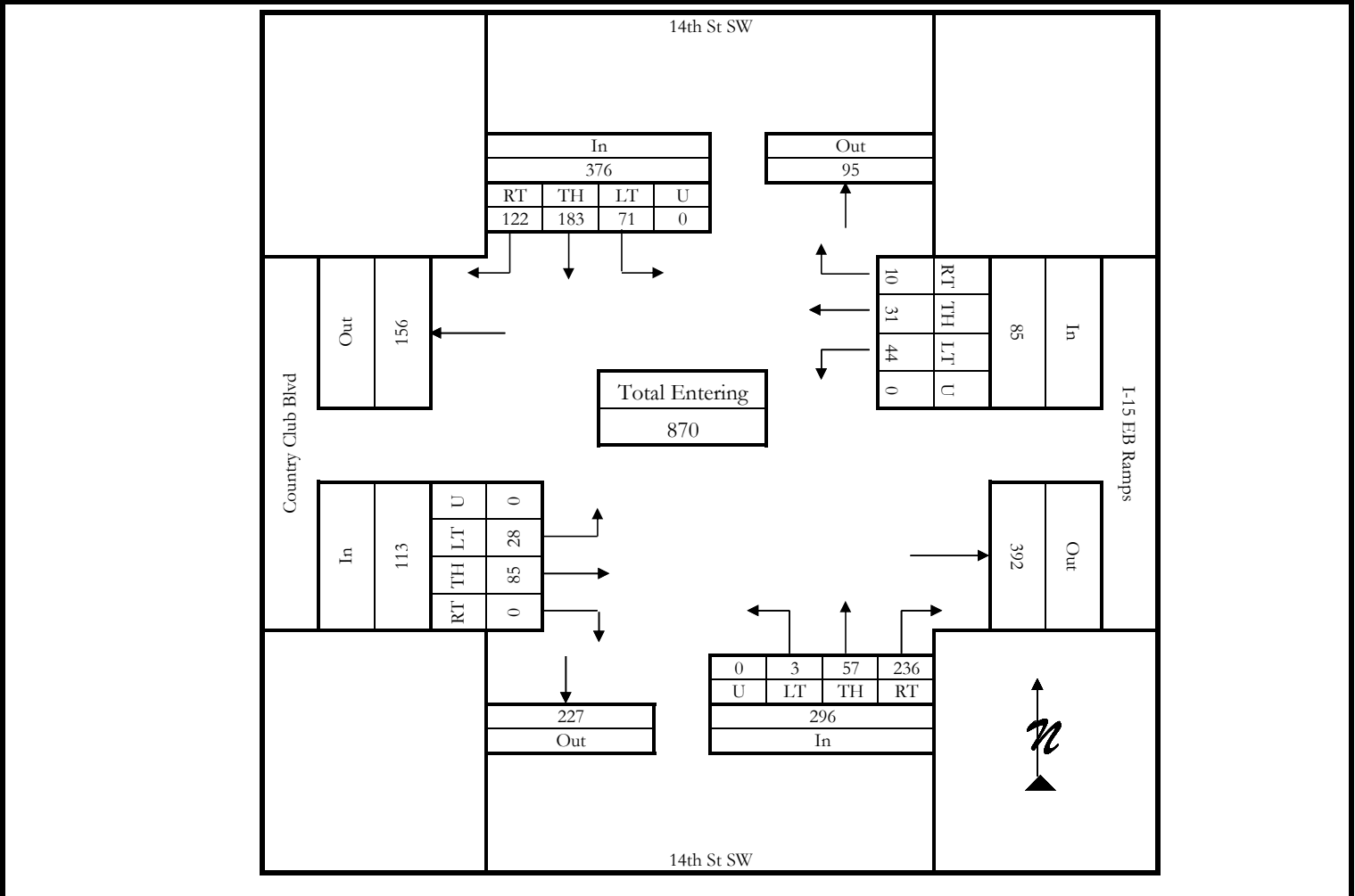
Start Time	14th St SW Southbound					14th St SW Northbound					16th Ave SW Eastbound					315 WB Ramps Westbound					Int. Total
	Right	Thru	Left	U-turn	Total	Right	Thru	Left	U-turn	Total	Right	Thru	Left	U-turn	Total	Right	Thru	Left	U-turn	Total	
Factor	0.89	0.89	0.89	0.89		0.89	0.89	0.89	0.89		1.00	1.00	1.00	1.00		0.82	0.82	0.82	0.82		
4:45 PM	0	25	6	0	31	22	13	2	0	37	3	1	0	0	4	16	4	127	0	147	219
5:00 PM	0	26	3	0	29	24	12	1	0	37	0	1	0	0	1	33	2	113	0	148	215
5:15 PM	0	29	0	0	29	32	14	2	0	48	4	2	0	0	6	44	7	119	0	170	253
5:30 PM	0	31	5	0	36	35	11	1	0	47	6	3	0	0	9	26	2	96	0	124	216
<b>Grand Total</b>	<b>0</b>	<b>111</b>	<b>14</b>	<b>0</b>	<b>125</b>	<b>113</b>	<b>50</b>	<b>6</b>	<b>0</b>	<b>169</b>	<b>13</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>119</b>	<b>15</b>	<b>455</b>	<b>0</b>	<b>589</b>	<b>903</b>
Medium Truck %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Heavy Truck %	0.0	2.7	7.1	0.0	3.2	0.0	8.0	0.0	0.0	2.4	0.0	0.0	0.0	0.0	0.0	4.2	0.0	0.7	0.0	1.4	
<b>Total Truck %</b>	<b>0.0</b>	<b>2.7</b>	<b>7.1</b>	<b>0.0</b>	<b>3.2</b>	<b>0.0</b>	<b>8.0</b>	<b>0.0</b>	<b>0.0</b>	<b>2.4</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>4.2</b>	<b>0.0</b>	<b>0.7</b>	<b>0.0</b>	<b>1.4</b>	
<b>Total %</b>	<b>0.0</b>	<b>12.3</b>	<b>1.6</b>	<b>0.0</b>	<b>13.8</b>	<b>12.5</b>	<b>5.5</b>	<b>0.7</b>	<b>0.0</b>	<b>18.7</b>	<b>1.4</b>	<b>0.8</b>	<b>0.0</b>	<b>0.0</b>	<b>2.2</b>	<b>13.2</b>	<b>1.7</b>	<b>50.4</b>	<b>0.0</b>	<b>65.2</b>	<b>100.0</b>
PHF	1.00	1.00	1.00			0.88	0.88	0.88			0.83	0.83	0.83			0.87	0.87	0.87			0.90



## INTERSECTION TURNING MOVEMENT COUNT SUMMARY

<b>General Information</b>	
Counted By: Keyan Dalbey	Intersection: 14th St SW & I-15 EB Ramps
Agency/Company: Sanderson Stewart	Jurisdiction: Great Falls, MT /MDT
Date Performed: Thursday, August 18, 2022	Project Description: Rivers Edge GTF TIS
Count Time Period: AM Peak Hour (8:00 - 9:00 AM)	Project Number: 22114
Project Number: 22114	Project Description: Rivers Edge GTF TIS
North/South Street: 14th St SW	East/West Street: I-15 EB Ramps

Start Time	14th St SW Southbound					14th St SW Northbound					Country Club Blvd Eastbound					I-15 EB Ramps Westbound					Int. Total
	Right	Thru	Left	U-turn	Total	Right	Thru	Left	U-turn	Total	Right	Thru	Left	U-turn	Total	Right	Thru	Left	U-turn	Total	
Factor	0.89	0.89	0.89	0.89		0.89	0.89	0.89	0.89		1.00	1.00	1.00	1.00		0.82	0.82	0.82	0.82		
8:00 AM	28	29	14	0	71	59	16	1	0	76	0	17	4	0	21	5	5	9	0	19	
8:15 AM	30	49	14	0	93	58	12	1	0	71	0	20	8	0	28	2	6	10	0	18	
8:30 AM	30	41	23	0	94	60	10	0	0	70	0	17	11	0	28	1	4	14	0	19	
8:45 AM	34	64	20	0	118	59	19	1	0	79	0	31	5	0	36	2	16	11	0	29	
<b>Grand Total</b>	<b>122</b>	<b>183</b>	<b>71</b>	<b>0</b>	<b>376</b>	<b>236</b>	<b>57</b>	<b>3</b>	<b>0</b>	<b>296</b>	<b>0</b>	<b>85</b>	<b>28</b>	<b>0</b>	<b>113</b>	<b>10</b>	<b>31</b>	<b>44</b>	<b>0</b>	<b>85</b>	
Medium Truck %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	33.3	0.0	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.3	0.0	1.2	
Heavy Truck %	5.7	2.7	5.6	0.0	4.3	0.4	5.3	0.0	0.0	1.4	0.0	5.9	10.7	0.0	7.1	20.0	0.0	4.5	0.0	4.7	
<b>Total Truck %</b>	<b>5.7</b>	<b>2.7</b>	<b>5.6</b>	<b>0.0</b>	<b>4.3</b>	<b>0.4</b>	<b>5.3</b>	<b>33.3</b>	<b>0.0</b>	<b>1.7</b>	<b>0.0</b>	<b>5.9</b>	<b>10.7</b>	<b>0.0</b>	<b>7.1</b>	<b>20.0</b>	<b>0.0</b>	<b>6.8</b>	<b>0.0</b>	<b>5.9</b>	
<b>Total %</b>	<b>14.0</b>	<b>21.0</b>	<b>8.2</b>	<b>0.0</b>	<b>43.2</b>	<b>27.1</b>	<b>6.6</b>	<b>0.3</b>	<b>0.0</b>	<b>34.0</b>	<b>0.0</b>	<b>9.8</b>	<b>3.2</b>	<b>0.0</b>	<b>13.0</b>	<b>1.1</b>	<b>3.6</b>	<b>5.1</b>	<b>0.0</b>	<b>9.8</b>	
PHF	0.80	0.80	0.80			0.94	0.94	0.94			0.78	0.78	0.78			0.74	0.74	0.74		0.83	

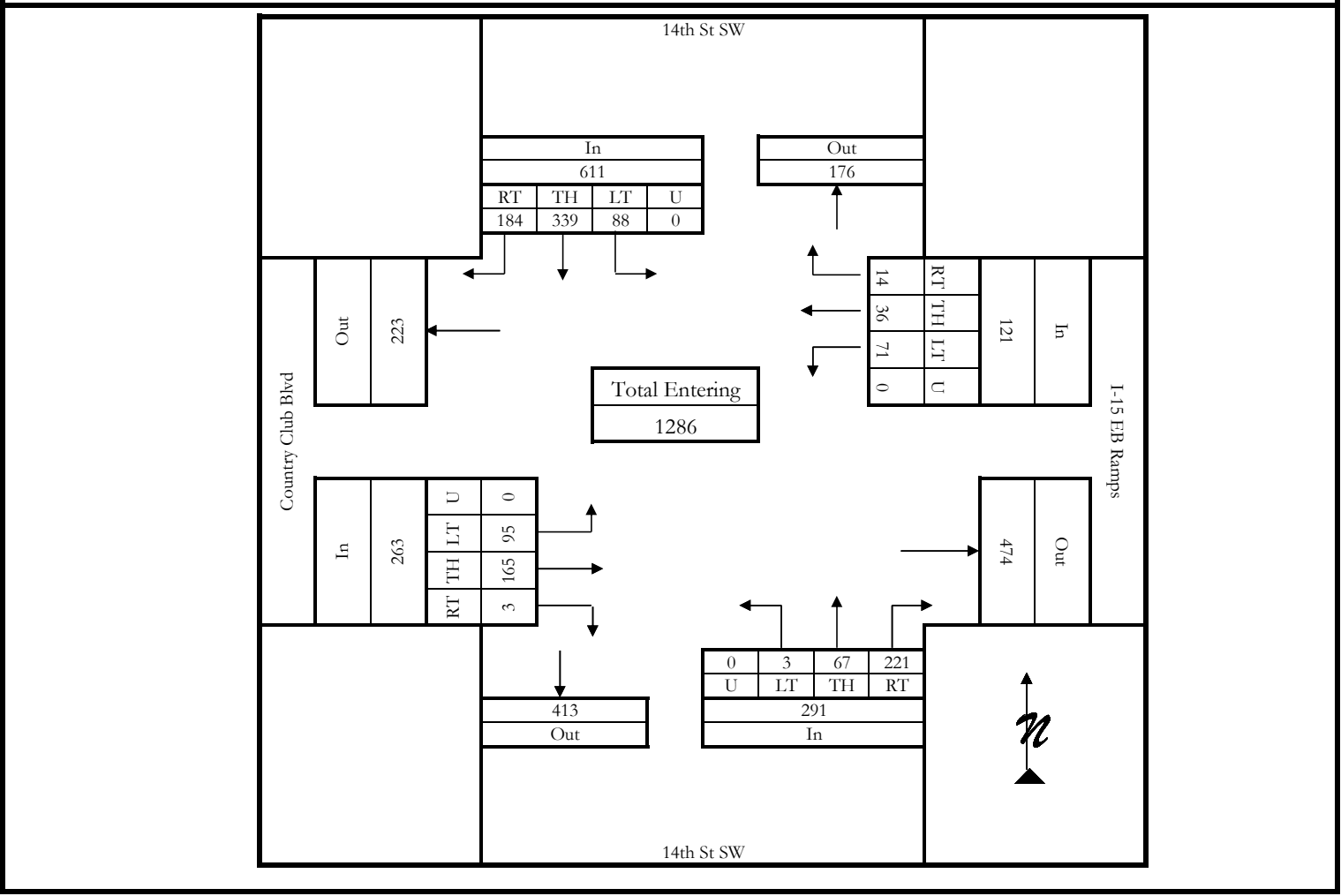




## INTERSECTION TURNING MOVEMENT COUNT SUMMARY

<b>General Information</b>	
Counted By: Keyan Dalbey	Intersection: 14th St SW & I-15 EB Ramps
Agency/Company: Sanderson Stewart	Jurisdiction: Great Falls, MT /MDT
Date Performed: Thursday, August 18, 2022	Project Description: Rivers Edge GTF TIS
Count Time Period: PM Peak Hour (4:45 - 5:45 PM)	Project Number: 22114
Project Number: 22114	Project Description: Rivers Edge GTF TIS
North/South Street: 14th St SW	East/West Street: I-15 EB Ramps

Start Time	14th St SW Southbound					14th St SW Northbound					Country Club Blvd Eastbound					I-15 EB Ramps Westbound					Int. Total
	Right	Thru	Left	U-turn	Total	Right	Thru	Left	U-turn	Total	Right	Thru	Left	U-turn	Total	Right	Thru	Left	U-turn	Total	
Factor	0.89	0.89	0.89	0.89		0.89	0.89	0.89	0.89		1.00	1.00	1.00	1.00		0.82	0.82	0.82	0.82		
4:45 PM	47	85	21	0	153	48	11	2	0	61	3	39	22	0	64	3	9	20	0	32	310
5:00 PM	51	82	17	0	150	64	16	0	0	80	0	45	16	0	61	7	8	21	0	36	327
5:15 PM	51	84	24	0	159	53	23	0	0	76	0	42	25	0	67	2	13	14	0	29	331
5:30 PM	35	88	26	0	149	56	17	1	0	74	0	39	32	0	71	2	6	16	0	24	318
<b>Grand Total</b>	<b>184</b>	<b>339</b>	<b>88</b>	<b>0</b>	<b>611</b>	<b>221</b>	<b>67</b>	<b>3</b>	<b>0</b>	<b>291</b>	<b>3</b>	<b>165</b>	<b>95</b>	<b>0</b>	<b>263</b>	<b>14</b>	<b>36</b>	<b>71</b>	<b>0</b>	<b>121</b>	<b>1286</b>
Medium Truck %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	33.3	0.0	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.4	0.0	0.8	
Heavy Truck %	0.5	0.6	4.5	0.0	1.1	0.5	0.0	0.0	0.0	0.3	0.0	0.0	0.0	0.0	0.0	28.6	2.8	0.0	0.0	4.1	
<b>Total Truck %</b>	<b>0.5</b>	<b>0.6</b>	<b>4.5</b>	<b>0.0</b>	<b>1.1</b>	<b>0.5</b>	<b>0.0</b>	<b>33.3</b>	<b>0.0</b>	<b>0.7</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>28.6</b>	<b>2.8</b>	<b>1.4</b>	<b>0.0</b>	<b>5.0</b>	
<b>Total %</b>	<b>14.3</b>	<b>26.4</b>	<b>6.8</b>	<b>0.0</b>	<b>47.5</b>	<b>17.2</b>	<b>5.2</b>	<b>0.2</b>	<b>0.0</b>	<b>22.6</b>	<b>0.2</b>	<b>12.8</b>	<b>7.4</b>	<b>0.0</b>	<b>20.5</b>	<b>1.1</b>	<b>2.8</b>	<b>5.5</b>	<b>0.0</b>	<b>9.4</b>	<b>100.0</b>
PHF	0.96	0.96	0.96			0.96	0.96	0.96			0.98	0.98	0.98			1.00	1.00	1.00			0.97



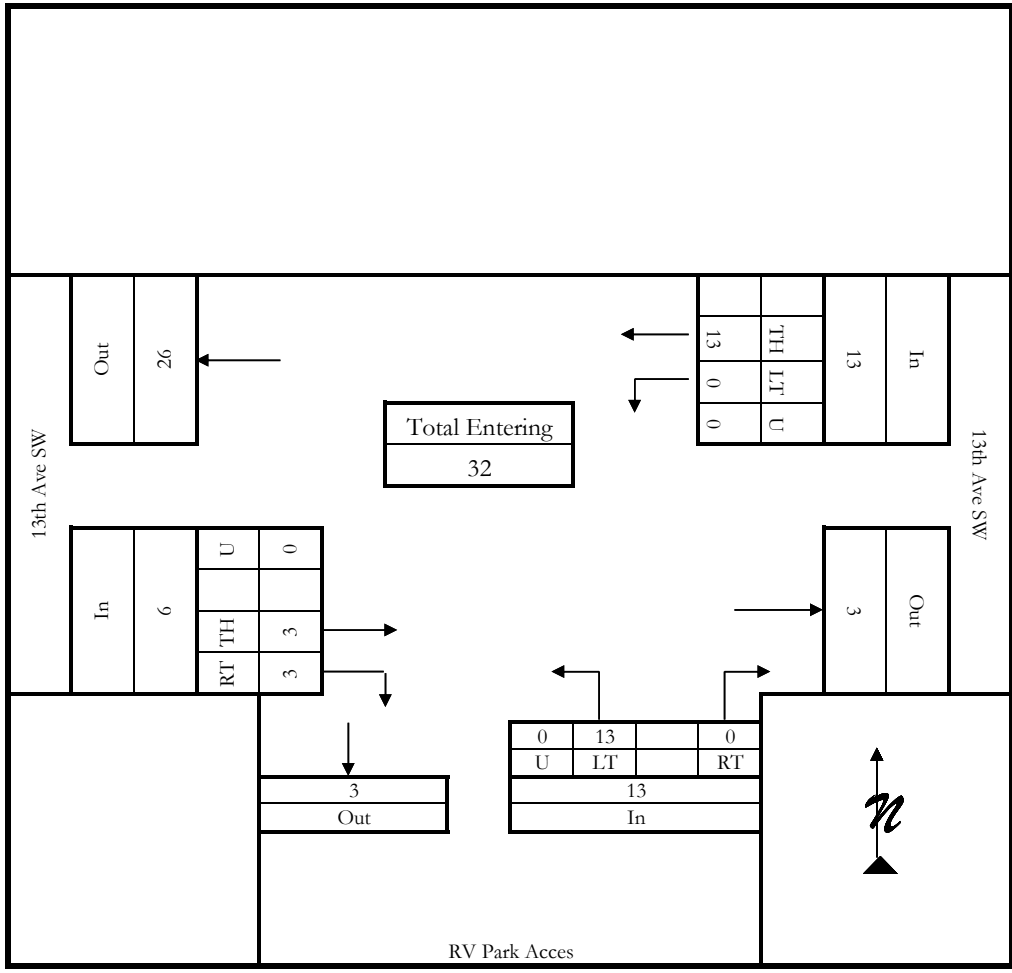
## INTERSECTION TURNING MOVEMENT COUNT SUMMARY

### General Information

Counted By: Keyan Dalbey	Intersection: 13th Ave SW & RV Park Access
Agency/Company: Sanderson Stewart	Jurisdiction: Great Falls, MT /MDT
Date Performed: Thursday, August 18, 2022	Project Description: Rivers Edge GTF TIS
Count Time Period: AM Peak Hour (8:00 - 9:00 AM)	Project Number: 22114
North/South Street: RV Park Acces	East/West Street: 13th Ave SW

### Vehicle Volumes and Adjustments

Start Time	RV Park Acces Southbound					RV Park Acces Northbound					13th Ave SW Eastbound					13th Ave SW Westbound					Int. Total
	Right	Thru	Left	U-turn	Total	Right	Thru	Left	U-turn	Total	Right	Thru	Left	U-turn	Total	Right	Thru	Left	U-turn	Total	
Factor	1.00	1.00	1.00	1.00		1.00	1.00	1.00	1.00		1.00	1.00	1.00	1.00		1.00	1.00	1.00	1.00		
8:00 AM					0			4	0	4					0		1	0	0	1	
8:15 AM					0			3	0	3	2	1	0	0	3	0	7	0	0	7	
8:30 AM					0			5	0	5	0	2	0	0	2	0	3	0	0	3	
8:45 AM					0			1	0	1	1	0	0	0	1	0	2	0	0	2	
<b>Grand Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>13</b>	<b>0</b>	<b>13</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>13</b>	<b>0</b>	<b>0</b>	<b>13</b>	
Medium Truck %					0.0			0.0	0.0	0.0					0.0					0.0	
Heavy Truck %					0.0			0.0	0.0	0.0					0.0		15.4			15.4	
Total Truck %					0.0			0.0	0.0	0.0					0.0		15.4			15.4	
Total %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	40.6	0.0	40.6	9.4	9.4	0.0	0.0	18.8	0.0	40.6	0.0	0.0	40.6	
PHF						1.00	1.00	1.00			0.50	0.50	0.50			0.46	0.46	0.46		0.62	



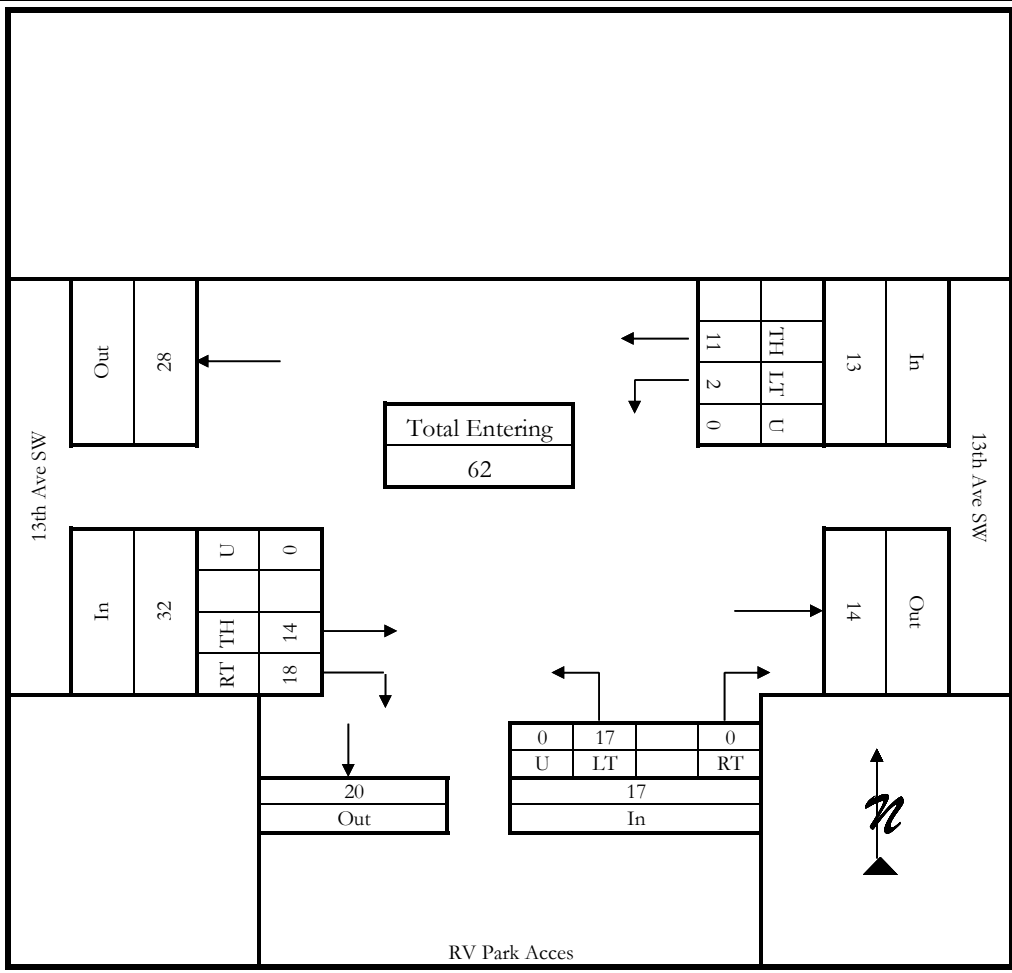
## INTERSECTION TURNING MOVEMENT COUNT SUMMARY

### General Information

Counted By: Keyan Dalbey	Intersection: 13th Ave SW & RV Park Access
Agency/Company: Sanderson Stewart	Jurisdiction: Great Falls, MT /MDT
Date Performed: Thursday, August 18, 2022	Project Description: Rivers Edge GTF TIS
Count Time Period: PM Peak Hour (4:45 - 5:45 PM)	Project Number: 22114
Project Number: 22114	Project Description: Rivers Edge GTF TIS
North/South Street: RV Park Access	East/West Street: 13th Ave SW

### Vehicle Volumes and Adjustments

Start Time	RV Park Acces Southbound					RV Park Acces Northbound					13th Ave SW Eastbound					13th Ave SW Westbound					Int. Total
	Right	Thru	Left	U-turn	Total	Right	Thru	Left	U-turn	Total	Right	Thru	Left	U-turn	Total	Right	Thru	Left	U-turn	Total	
Factor	1.00	1.00	1.00	1.00		1.00	1.00	1.00	1.00		1.00	1.00	1.00	1.00		1.00	1.00	1.00	1.00		
4:45 PM					0			4	0	4	4	5	0	0	9	0	3	2	0	5	
5:00 PM					0			3	0	3	3	3	0	0	6	0	4	0	0	4	
5:15 PM					0			4	0	4	8	5	0	0	13	0	2	0	0	2	
5:30 PM					0			6	0	6	3	1	0	0	4	0	2	0	0	2	
<b>Grand Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>17</b>	<b>0</b>	<b>17</b>	<b>18</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>11</b>	<b>2</b>	<b>0</b>	<b>13</b>	
Medium Truck %					0.0			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Heavy Truck %					0.0			5.9	0.0	5.9	0.0	21.4	0.0	0.0	9.4	0.0	0.0	0.0	0.0	0.0	
<b>Total Truck %</b>					<b>0.0</b>			<b>5.9</b>	<b>0.0</b>	<b>5.9</b>	<b>0.0</b>	<b>21.4</b>	<b>0.0</b>	<b>0.0</b>	<b>9.4</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>Total %</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>27.4</b>	<b>0.0</b>	<b>27.4</b>	<b>29.0</b>	<b>22.6</b>	<b>0.0</b>	<b>0.0</b>	<b>51.6</b>	<b>0.0</b>	<b>17.7</b>	<b>3.2</b>	<b>0.0</b>	<b>21.0</b>	
PHF						1.00	1.00	1.00			0.62	0.62	0.62			1.00	1.00	1.00			



**CAPACITY CALCULATIONS –  
EXISTING CONDITIONS (2022)**

**APPENDIX B**

Intersection	Approach	Existing (2022)					
		AM Peak			PM Peak		
		Avg Delay (s/veh)	LOS	95th % Queue (veh)	Avg Delay (s/veh)	LOS	95th % Queue (veh)
<i>Intersection Control</i>		<i>Two-Way Stop-Control (NB/SB)</i>					
14th Street SW & 13th Avenue SW	EB	0.1	A	0	0.0	A	0
	WB	7.1	A	1	7.1	A	1
	NB	9.5	A	1	10.1	B	1
	SB	10.3	B	0	10.2	B	0
	Intersection	5.0	A	--	7.5	A	--
<i>Intersection Control</i>		<i>Signalized</i>					
14th Street SW & 16th Avenue SW/10th Avenue South WB Ramps	EB	22.9	C	1	25.4	C	1
	WB	11.8	B	6	11.1	B	12
	NB	7.5	A	2	8.5	A	3
	SB	12.9	B	3	18.0	B	5
	Intersection	11.6	B	--	11.9	B	--
<i>Intersection Control</i>		<i>Signalized</i>					
14th Street SW & 10th Avenue South EB Ramps	EB	14.2	B	3	15.5	B	5
	WB	11.5	B	2	13.1	B	2
	NB	10.2	B	2	9.4	A	2
	SB	10.3	B	4	11.2	B	8
	Intersection	10.9	B	--	11.9	B	--
<i>Intersection Control</i>		<i>One-Way Stop-Control (NB)</i>					
13th Avenue SW & RV Park Access	EB	0.0	A	0	0.0	A	0
	WB	0.0	A	0	1.1	A	0
	NB	8.7	A	1	8.9	A	1
	Intersection	3.5	A	--	2.7	A	--

HCM 6th TWSC  
3: 14th St SW & 13th Ave SW

09/29/2022

Intersection												
Int Delay, s/veh	5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	1	0	62	34	2	0	31	2	13	0	5	0
Future Vol, veh/h	1	0	62	34	2	0	31	2	13	0	5	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	0	0	2	12	50	0	16	0	15	0	20	0
Mvmt Flow	1	0	70	38	2	0	35	2	15	0	6	0

Major/Minor	Major1		Major2		Minor1			Minor2				
Conflicting Flow All	2	0	0	70	0	0	118	115	35	124	150	2
Stage 1	-	-	-	-	-	-	37	37	-	78	78	-
Stage 2	-	-	-	-	-	-	81	78	-	46	72	-
Critical Hdwy	4.1	-	-	4.22	-	-	7.26	6.5	6.35	7.1	6.7	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.26	5.5	-	6.1	5.7	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.26	5.5	-	6.1	5.7	-
Follow-up Hdwy	2.2	-	-	2.308	-	-	3.644	4	3.435	3.5	4.18	3.3
Pot Cap-1 Maneuver	1634	-	-	1469	-	-	826	779	1002	855	710	1088
Stage 1	-	-	-	-	-	-	944	868	-	936	796	-
Stage 2	-	-	-	-	-	-	894	834	-	973	801	-
Platoon blocked, %		-	-	-	-	-						
Mov Cap-1 Maneuver	1634	-	-	1469	-	-	804	758	1002	823	691	1088
Mov Cap-2 Maneuver	-	-	-	-	-	-	804	758	-	823	691	-
Stage 1	-	-	-	-	-	-	943	867	-	935	775	-
Stage 2	-	-	-	-	-	-	864	812	-	955	800	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	0.1		7.1		9.5		10.3	
HCM LOS					A		B	

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	849	1634	-	-	1469	-	-	691
HCM Lane V/C Ratio	0.061	0.001	-	-	0.026	-	-	0.008
HCM Control Delay (s)	9.5	7.2	0	-	7.5	0	-	10.3
HCM Lane LOS	A	A	A	-	A	A	-	B
HCM 95th %tile Q(veh)	0.2	0	-	-	0.1	-	-	0

Queues

6: 14th St SW & 10th Ave S/I-315 WB Ramps

09/29/2022



Lane Group	EBT	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Group Flow (vph)	17	331	43	6	32	71	21	111
v/c Ratio	0.06	0.54	0.07	0.02	0.08	0.06	0.07	0.27
Control Delay	14.4	13.7	1.2	15.8	15.5	0.8	15.9	16.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	14.4	13.7	1.2	15.8	15.5	0.8	15.9	16.7
Queue Length 50th (ft)	1	39	0	1	4	0	3	14
Queue Length 95th (ft)	16	141	4	9	27	7	20	68
Internal Link Dist (ft)	364	258			990			976
Turn Bay Length (ft)			120	55		180	100	
Base Capacity (vph)	901	1406	1207	1000	1303	1287	1013	1377
Starvation Cap Reductn	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.02	0.24	0.04	0.01	0.02	0.06	0.02	0.08

Intersection Summary

HCM 6th Signalized Intersection Summary  
 6: 14th St SW & 10th Ave S/I-315 WB Ramps

09/29/2022



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↕	↗	↖	↑	↗	↖	↕	↗
Traffic Volume (veh/h)	0	4	10	268	3	35	5	26	58	17	91	0
Future Volume (veh/h)	0	4	10	268	3	35	5	26	58	17	91	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1750	1750	1750	1695	1750	1627	1750	1586	1627	1668	1668	1750
Adj Flow Rate, veh/h	0	5	12	327	4	43	6	32	71	21	111	0
Peak Hour Factor	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82
Percent Heavy Veh, %	0	0	0	4	0	9	0	12	9	6	6	0
Cap, veh/h	0	12	29	482	6	404	368	282	649	414	296	0
Arrive On Green	0.00	0.03	0.03	0.29	0.29	0.29	0.18	0.18	0.18	0.18	0.18	0.00
Sat Flow, veh/h	0	457	1096	1647	20	1379	1302	1586	1379	1250	1668	0
Grp Volume(v), veh/h	0	0	17	331	0	43	6	32	71	21	111	0
Grp Sat Flow(s),veh/h/ln	0	0	1553	1668	0	1379	1302	1586	1379	1250	1668	0
Q Serve(g_s), s	0.0	0.0	0.4	5.9	0.0	0.8	0.1	0.6	1.0	0.5	2.0	0.0
Cycle Q Clear(g_c), s	0.0	0.0	0.4	5.9	0.0	0.8	2.1	0.6	1.0	1.1	2.0	0.0
Prop In Lane	0.00		0.71	0.99		1.00	1.00		1.00	1.00		0.00
Lane Grp Cap(c), veh/h	0	0	41	488	0	404	368	282	649	414	296	0
V/C Ratio(X)	0.00	0.00	0.42	0.68	0.00	0.11	0.02	0.11	0.11	0.05	0.37	0.00
Avail Cap(c_a), veh/h	0	0	883	1679	0	1388	1286	1400	1621	1296	1472	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	0.0	0.0	16.2	10.5	0.0	8.7	13.2	11.7	5.0	12.1	12.2	0.0
Incr Delay (d2), s/veh	0.0	0.0	6.7	1.7	0.0	0.1	0.0	0.2	0.1	0.1	0.8	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.0	0.2	1.8	0.0	0.2	0.0	0.2	0.4	0.1	0.6	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	0.0	0.0	22.9	12.2	0.0	8.8	13.2	11.8	5.1	12.1	13.0	0.0
LnGrp LOS	A	A	C	B	A	A	B	B	A	B	B	A
Approach Vol, veh/h		17			374			109			132	
Approach Delay, s/veh		22.9			11.8			7.5			12.9	
Approach LOS		C			B			A			B	
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		11.2		6.7		11.2		15.9				
Change Period (Y+Rc), s		* 5.2		* 5.8		* 5.2		6.0				
Max Green Setting (Gmax), s		* 30		* 19		* 30		34.0				
Max Q Clear Time (g_c+I1), s		4.1		2.4		4.0		7.9				
Green Ext Time (p_c), s		0.4		0.0		0.6		2.3				

Intersection Summary

HCM 6th Ctrl Delay	11.6
HCM 6th LOS	B

Notes

\* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.



Queues

9: 14th St SW & 10th Ave S/I-315 EB Ramps

09/29/2022



Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	34	102	53	37	12	4	69	284	86	220	147
v/c Ratio	0.07	0.29	0.15	0.11	0.04	0.02	0.14	0.27	0.26	0.46	0.13
Control Delay	7.5	18.6	10.8	16.9	0.3	12.3	13.4	1.6	15.6	17.5	1.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	7.5	18.6	10.8	16.9	0.3	12.3	13.4	1.6	15.6	17.5	1.6
Queue Length 50th (ft)	4	21	12	8	0	1	13	0	16	45	0
Queue Length 95th (ft)	15	55	22	26	0	6	35	18	44	93	14
Internal Link Dist (ft)		322		435			701			990	
Turn Bay Length (ft)	85		300		90	80			90		150
Base Capacity (vph)	960	1207	1250	1563	1115	663	1352	1488	947	1369	1355
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.04	0.08	0.04	0.02	0.01	0.01	0.05	0.19	0.09	0.16	0.11

Intersection Summary

HCM 6th Signalized Intersection Summary  
 9: 14th St SW & 10th Ave S/I-315 EB Ramps

09/29/2022



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	28	85	0	44	31	10	3	57	236	71	183	122
Future Volume (veh/h)	28	85	0	44	31	10	3	57	236	71	183	122
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1600	1668	1750	1654	1750	1477	1300	1682	1750	1668	1709	1668
Adj Flow Rate, veh/h	34	102	0	53	37	12	4	69	284	86	220	147
Peak Hour Factor	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83
Percent Heavy Veh, %	11	6	0	7	0	20	33	5	0	6	3	6
Cap, veh/h	441	209	185	399	299	214	341	445	479	454	452	431
Arrive On Green	0.04	0.13	0.00	0.06	0.17	0.17	0.26	0.26	0.26	0.26	0.26	0.26
Sat Flow, veh/h	1524	1668	1483	1576	1750	1252	766	1682	1483	996	1709	1414
Grp Volume(v), veh/h	34	102	0	53	37	12	4	69	284	86	220	147
Grp Sat Flow(s),veh/h/ln	1524	1668	1483	1576	1750	1252	766	1682	1483	996	1709	1414
Q Serve(g_s), s	0.6	1.8	0.0	0.9	0.6	0.3	0.1	1.0	5.2	2.4	3.5	2.6
Cycle Q Clear(g_c), s	0.6	1.8	0.0	0.9	0.6	0.3	3.7	1.0	5.2	3.4	3.5	2.6
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	441	209	185	399	299	214	341	445	479	454	452	431
V/C Ratio(X)	0.08	0.49	0.00	0.13	0.12	0.06	0.01	0.16	0.59	0.19	0.49	0.34
Avail Cap(c_a), veh/h	1549	1538	1367	1958	1835	1312	951	1784	1660	1237	1797	1544
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	11.5	13.2	0.0	11.2	11.4	11.3	11.6	9.1	9.2	10.4	10.1	8.7
Incr Delay (d2), s/veh	0.1	1.8	0.0	0.1	0.2	0.1	0.0	0.2	1.2	0.2	0.8	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	0.6	0.0	0.3	0.2	0.1	0.0	0.3	1.3	0.4	1.0	0.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	11.6	15.0	0.0	11.4	11.6	11.4	11.6	9.3	10.4	10.6	10.9	9.2
LnGrp LOS	B	B	A	B	B	B	B	A	B	B	B	A
Approach Vol, veh/h		136			102			357			453	
Approach Delay, s/veh		14.2			11.5			10.2			10.3	
Approach LOS		B			B			B			B	
Timer - Assigned Phs		2	3	4		6	7	8				
Phs Duration (G+Y+Rc), s		14.5	7.9	10.1		14.5	6.4	11.5				
Change Period (Y+Rc), s		* 5.9	* 6	* 6		* 5.9	5.1	* 6				
Max Green Setting (Gmax), s		* 34	* 34	* 30		* 34	24.9	* 34				
Max Q Clear Time (g_c+I1), s		7.2	2.9	3.8		5.5	2.6	2.6				
Green Ext Time (p_c), s		1.4	0.1	0.5		2.3	0.1	0.2				

Intersection Summary

HCM 6th Ctrl Delay	10.9
HCM 6th LOS	B

Notes

\* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

HCM 6th TWSC  
14: RV Park & 13th Ave SW

09/29/2022

Intersection						
Int Delay, s/veh	3.5					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↔			↔	↔	
Traffic Vol, veh/h	3	3	0	13	13	0
Future Vol, veh/h	3	3	0	13	13	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	62	62	62	62	62	62
Heavy Vehicles, %	0	0	0	15	0	0
Mvmt Flow	5	5	0	21	21	0

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	10	0	29
Stage 1	-	-	-	-	8
Stage 2	-	-	-	-	21
Critical Hdwy	-	-	4.1	-	6.4
Critical Hdwy Stg 1	-	-	-	-	5.4
Critical Hdwy Stg 2	-	-	-	-	5.4
Follow-up Hdwy	-	-	2.2	-	3.5
Pot Cap-1 Maneuver	-	-	1623	-	991
Stage 1	-	-	-	-	1020
Stage 2	-	-	-	-	1007
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1623	-	991
Mov Cap-2 Maneuver	-	-	-	-	991
Stage 1	-	-	-	-	1020
Stage 2	-	-	-	-	1007

Approach	EB	WB	NB
HCM Control Delay, s	0	0	8.7
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	991	-	-	1623	-
HCM Lane V/C Ratio	0.021	-	-	-	-
HCM Control Delay (s)	8.7	-	-	0	-
HCM Lane LOS	A	-	-	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0	-

HCM 6th TWSC  
3: 14th St SW & 13th Ave SW

09/29/2022

Intersection												
Int Delay, s/veh	7.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	2	47	51	2	0	91	5	46	0	4	0
Future Vol, veh/h	0	2	47	51	2	0	91	5	46	0	4	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	0	0	2	2	0	0	0	0	9	0	0	0
Mvmt Flow	0	2	52	57	2	0	101	6	51	0	4	0

Major/Minor	Major1		Major2		Minor1			Minor2				
Conflicting Flow All	2	0	0	54	0	0	146	144	28	173	170	2
Stage 1	-	-	-	-	-	-	28	28	-	116	116	-
Stage 2	-	-	-	-	-	-	118	116	-	57	54	-
Critical Hdwy	4.1	-	-	4.12	-	-	7.1	6.5	6.29	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.2	-	-	2.218	-	-	3.5	4	3.381	3.5	4	3.3
Pot Cap-1 Maneuver	1634	-	-	1551	-	-	827	751	1027	794	727	1088
Stage 1	-	-	-	-	-	-	994	876	-	894	803	-
Stage 2	-	-	-	-	-	-	891	803	-	960	854	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1634	-	-	1551	-	-	800	723	1027	729	700	1088
Mov Cap-2 Maneuver	-	-	-	-	-	-	800	723	-	729	700	-
Stage 1	-	-	-	-	-	-	994	876	-	894	773	-
Stage 2	-	-	-	-	-	-	853	773	-	906	854	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	7.1	10.1	10.2
HCM LOS			B	B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	858	1634	-	-	1551	-	-	700
HCM Lane V/C Ratio	0.184	-	-	-	0.037	-	-	0.006
HCM Control Delay (s)	10.1	0	-	-	7.4	0	-	10.2
HCM Lane LOS	B	A	-	-	A	A	-	B
HCM 95th %tile Q(veh)	0.7	0	-	-	0.1	-	-	0

Queues

6: 14th St SW & 10th Ave S/I-315 WB Ramps

09/29/2022



Lane Group	EBT	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Group Flow (vph)	22	523	132	7	56	126	16	123
v/c Ratio	0.10	0.53	0.15	0.03	0.18	0.09	0.07	0.36
Control Delay	20.6	13.2	4.3	23.8	24.0	0.7	24.0	26.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	20.6	13.2	4.3	23.8	24.0	0.7	24.0	26.0
Queue Length 50th (ft)	2	77	4	1	10	0	3	23
Queue Length 95th (ft)	25	282	35	13	55	10	23	103
Internal Link Dist (ft)	364	258			990			976
Turn Bay Length (ft)			120	55		180	100	
Base Capacity (vph)	431	1342	1179	634	865	1337	629	908
Starvation Cap Reductn	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.05	0.39	0.11	0.01	0.06	0.09	0.03	0.14

Intersection Summary

HCM 6th Signalized Intersection Summary  
 6: 14th St SW & 10th Ave S/I-315 WB Ramps

09/29/2022



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↕	↗	↖	↑	↗	↖	↘	↙
Traffic Volume (veh/h)	0	7	13	455	15	119	6	50	113	14	111	0
Future Volume (veh/h)	0	7	13	455	15	119	6	50	113	14	111	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1750	1750	1750	1736	1750	1695	1750	1641	1750	1654	1709	1750
Adj Flow Rate, veh/h	0	8	14	506	17	132	7	56	126	16	123	0
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	0	0	0	1	0	4	0	8	0	7	3	0
Cap, veh/h	0	18	32	673	23	599	270	232	828	301	241	0
Arrive On Green	0.00	0.03	0.03	0.42	0.42	0.42	0.14	0.14	0.14	0.14	0.14	0.00
Sat Flow, veh/h	0	571	999	1615	54	1437	1288	1641	1483	1154	1709	0
Grp Volume(v), veh/h	0	0	22	523	0	132	7	56	126	16	123	0
Grp Sat Flow(s),veh/h/ln	0	0	1570	1669	0	1437	1288	1641	1483	1154	1709	0
Q Serve(g_s), s	0.0	0.0	0.6	11.0	0.0	2.4	0.2	1.3	1.7	0.5	2.8	0.0
Cycle Q Clear(g_c), s	0.0	0.0	0.6	11.0	0.0	2.4	3.0	1.3	1.7	1.8	2.8	0.0
Prop In Lane	0.00		0.64	0.97		1.00	1.00		1.00	1.00		0.00
Lane Grp Cap(c), veh/h	0	0	51	696	0	599	270	232	828	301	241	0
V/C Ratio(X)	0.00	0.00	0.43	0.75	0.00	0.22	0.03	0.24	0.15	0.05	0.51	0.00
Avail Cap(c_a), veh/h	0	0	461	1608	0	1384	857	980	1504	828	1021	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	0.0	0.0	19.7	10.3	0.0	7.8	17.9	15.8	4.4	16.6	16.5	0.0
Incr Delay (d2), s/veh	0.0	0.0	5.7	1.7	0.0	0.2	0.0	0.5	0.1	0.1	1.7	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.0	0.3	3.3	0.0	0.6	0.1	0.4	1.0	0.1	1.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	0.0	0.0	25.4	11.9	0.0	8.0	17.9	16.4	4.5	16.7	18.2	0.0
LnGrp LOS	A	A	C	B	A	A	B	B	A	B	B	A
Approach Vol, veh/h		22			655			189			139	
Approach Delay, s/veh		25.4			11.1			8.5			18.0	
Approach LOS		C			B			A			B	
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		11.1		7.1		11.1		23.3				
Change Period (Y+Rc), s		* 5.2		* 5.8		* 5.2		6.0				
Max Green Setting (Gmax), s		* 25		* 12		* 25		40.0				
Max Q Clear Time (g_c+I1), s		5.0		2.6		4.8		13.0				
Green Ext Time (p_c), s		0.7		0.0		0.6		4.3				

Intersection Summary

HCM 6th Ctrl Delay	11.9
HCM 6th LOS	B

Notes

\* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Queues

9: 14th St SW & 10th Ave S/I-315 EB Ramps

09/29/2022



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	98	170	3	73	37	14	3	69	228	91	349	190
v/c Ratio	0.17	0.47	0.01	0.19	0.10	0.04	0.02	0.12	0.24	0.24	0.64	0.16
Control Delay	10.3	24.5	0.0	14.4	21.1	0.2	13.0	13.4	1.7	15.4	21.5	1.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	10.3	24.5	0.0	14.4	21.1	0.2	13.0	13.4	1.7	15.4	21.5	1.3
Queue Length 50th (ft)	15	44	0	20	10	0	1	14	0	19	85	0
Queue Length 95th (ft)	48	115	0	39	35	0	6	41	23	55	185	19
Internal Link Dist (ft)		322			435			701			990	
Turn Bay Length (ft)	85		85	300		90	80			90		150
Base Capacity (vph)	687	798	734	572	744	563	460	1400	1125	953	1378	1274
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.14	0.21	0.00	0.13	0.05	0.02	0.01	0.05	0.20	0.10	0.25	0.15

Intersection Summary

HCM 6th Signalized Intersection Summary  
 9: 14th St SW & 10th Ave S/I-315 EB Ramps

09/29/2022



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	95	165	3	71	36	14	3	67	221	88	339	184
Future Volume (veh/h)	95	165	3	71	36	14	3	67	221	88	339	184
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1750	1750	1750	1736	1709	1354	1300	1750	1750	1695	1736	1750
Adj Flow Rate, veh/h	98	170	3	73	37	14	3	69	228	91	349	190
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	0	0	0	1	3	29	33	0	0	4	1	0
Cap, veh/h	529	276	234	383	285	191	276	546	567	488	542	587
Arrive On Green	0.08	0.16	0.16	0.07	0.17	0.17	0.31	0.31	0.31	0.31	0.31	0.31
Sat Flow, veh/h	1667	1750	1483	1654	1709	1148	654	1750	1483	1065	1736	1483
Grp Volume(v), veh/h	98	170	3	73	37	14	3	69	228	91	349	190
Grp Sat Flow(s),veh/h/ln	1667	1750	1483	1654	1709	1148	654	1750	1483	1065	1736	1483
Q Serve(g_s), s	1.8	3.5	0.1	1.4	0.7	0.4	0.2	1.1	4.4	2.6	6.7	3.5
Cycle Q Clear(g_c), s	1.8	3.5	0.1	1.4	0.7	0.4	6.9	1.1	4.4	3.7	6.7	3.5
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	529	276	234	383	285	191	276	546	567	488	542	587
V/C Ratio(X)	0.19	0.62	0.01	0.19	0.13	0.07	0.01	0.13	0.40	0.19	0.64	0.32
Avail Cap(c_a), veh/h	1028	1030	873	862	967	649	751	1818	1645	1253	1790	1654
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	11.9	15.3	13.8	12.3	13.8	13.7	14.5	9.6	8.8	10.9	11.5	8.1
Incr Delay (d2), s/veh	0.2	2.2	0.0	0.2	0.2	0.2	0.0	0.1	0.5	0.2	1.3	0.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	1.3	0.0	0.4	0.2	0.1	0.0	0.3	1.1	0.5	2.2	0.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	12.1	17.5	13.9	12.5	14.0	13.8	14.5	9.7	9.2	11.1	12.8	8.4
LnGrp LOS	B	B	B	B	B	B	B	A	A	B	B	A
Approach Vol, veh/h		271			124			300			630	
Approach Delay, s/veh		15.5			13.1			9.4			11.2	
Approach LOS		B			B			A			B	
Timer - Assigned Phs		2	3	4		6	7	8				
Phs Duration (G+Y+Rc), s		18.0	8.7	12.1		18.0	8.4	12.5				
Change Period (Y+Rc), s		* 5.9	* 6	* 6		* 5.9	5.1	* 6				
Max Green Setting (Gmax), s		* 40	* 14	* 23		* 40	14.9	* 22				
Max Q Clear Time (g_c+I1), s		8.9	3.4	5.5		8.7	3.8	2.7				
Green Ext Time (p_c), s		1.2	0.1	0.8		3.4	0.2	0.1				
<b>Intersection Summary</b>												
HCM 6th Ctrl Delay				11.9								
HCM 6th LOS				B								
<b>Notes</b>												
* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.												



HCM 6th TWSC  
14: RV Park & 13th Ave SW

09/29/2022

Intersection						
Int Delay, s/veh	2.7					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	14	18	2	11	17	0
Future Vol, veh/h	14	18	2	11	17	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	82	82	82	82	82	82
Heavy Vehicles, %	21	0	0	0	6	0
Mvmt Flow	17	22	2	13	21	0

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	39	0	45 28
Stage 1	-	-	-	-	28 -
Stage 2	-	-	-	-	17 -
Critical Hdwy	-	-	4.1	-	6.46 6.2
Critical Hdwy Stg 1	-	-	-	-	5.46 -
Critical Hdwy Stg 2	-	-	-	-	5.46 -
Follow-up Hdwy	-	-	2.2	-	3.554 3.3
Pot Cap-1 Maneuver	-	-	1584	-	955 1053
Stage 1	-	-	-	-	984 -
Stage 2	-	-	-	-	995 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1584	-	954 1053
Mov Cap-2 Maneuver	-	-	-	-	954 -
Stage 1	-	-	-	-	984 -
Stage 2	-	-	-	-	994 -

Approach	EB	WB	NB
HCM Control Delay, s	0	1.1	8.9
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	954	-	-	1584	-
HCM Lane V/C Ratio	0.022	-	-	0.002	-
HCM Control Delay (s)	8.9	-	-	7.3	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0.1	-	-	0	-

**CAPACITY CALCULATIONS –  
FUTURE (2024)**

**APPENDIX C**

Intersection	Approach	Future (2024)					
		AM Peak			PM Peak		
		Avg Delay (s/veh)	LOS	95th % Queue (veh)	Avg Delay (s/veh)	LOS	95th % Queue (veh)
<i>Intersection Control</i>		<i>Two-Way Stop-Control (NB/SB)</i>					
14th Street SW & 13th Avenue SW	EB	0.1	A	0	0.0	A	0
	WB	7.2	A	1	7.2	A	1
	NB	10.7	B	1	11.8	B	2
	SB	13.3	B	0	11.6	B	0
	Intersection	6.8	A	--	9.1	A	--
<i>Intersection Control</i>		<i>Signalized</i>					
14th Street SW & 16th Avenue SW/10th Avenue South WB Ramps	EB	24.1	C	1	26.9	C	2
	WB	12.4	B	7	11.9	B	13
	NB	8.0	A	2	11.4	B	5
	SB	13.6	B	6	19.0	B	6
	Intersection	12.3	B	--	13.3	B	--
<i>Intersection Control</i>		<i>Signalized</i>					
14th Street SW & 10th Avenue South EB Ramps	EB	14.3	B	3	16.4	B	6
	WB	12.0	B	2	14.4	B	2
	NB	9.5	A	2	9.5	A	3
	SB	10.2	B	5	11.6	B	9
	Intersection	10.7	B	--	12.3	B	--
<i>Intersection Control</i>		<i>One-Way Stop-Control (NB)</i>					
13th Avenue SW & West Site Access	EB	0.0	A	0	0.0	A	0
	WB	0.0	A	0	0.0	A	0
	NB	9.6	A	1	9.8	A	1
	Intersection	3.7	A	--	1.8	A	--
<i>Intersection Control</i>		<i>One-Way Stop-Control (NB)</i>					
13th Avenue SW & East Site Access	EB	0.0	A	0	0.0	A	0
	WB	0.0	A	0	0.0	A	0
	NB	8.9	A	1	8.9	A	1
	Intersection	6.7	A	--	3.3	A	--

HCM 6th TWSC  
3: 14th St SW & 13th Ave SW

10/17/2022

Intersection												
Int Delay, s/veh	6.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	1	2	63	158	9	0	32	2	54	0	5	0
Future Vol, veh/h	1	2	63	158	9	0	32	2	54	0	5	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	0	0	2	3	2	0	15	0	2	0	20	0
Mvmt Flow	1	2	68	172	10	0	35	2	59	0	5	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	10	0	0	70	0	0	395	392	36	423	426	10
Stage 1	-	-	-	-	-	-	38	38	-	354	354	-
Stage 2	-	-	-	-	-	-	357	354	-	69	72	-
Critical Hdwy	4.1	-	-	4.13	-	-	7.25	6.5	6.22	7.1	6.7	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.25	5.5	-	6.1	5.7	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.25	5.5	-	6.1	5.7	-
Follow-up Hdwy	2.2	-	-	2.227	-	-	3.635	4	3.318	3.5	4.18	3.3
Pot Cap-1 Maneuver	1623	-	-	1524	-	-	542	547	1037	545	494	1077
Stage 1	-	-	-	-	-	-	945	867	-	667	600	-
Stage 2	-	-	-	-	-	-	635	634	-	946	801	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1623	-	-	1524	-	-	490	485	1037	468	438	1077
Mov Cap-2 Maneuver	-	-	-	-	-	-	490	485	-	468	438	-
Stage 1	-	-	-	-	-	-	944	866	-	666	532	-
Stage 2	-	-	-	-	-	-	557	562	-	889	800	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.1	7.2	10.7	13.3
HCM LOS			B	B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	724	1623	-	-	1524	-	-	438
HCM Lane V/C Ratio	0.132	0.001	-	-	0.113	-	-	0.012
HCM Control Delay (s)	10.7	7.2	0	-	7.7	0	-	13.3
HCM Lane LOS	B	A	A	-	A	A	-	B
HCM 95th %tile Q(veh)	0.5	0	-	-	0.4	-	-	0

Queues

6: 14th St SW & 10th Ave S/I-315 WB Ramps

10/17/2022



Lane Group	EBT	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Group Flow (vph)	15	300	59	5	54	64	33	221
v/c Ratio	0.05	0.53	0.11	0.02	0.11	0.05	0.09	0.43
Control Delay	15.9	15.6	2.6	14.2	13.8	0.7	14.3	16.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	15.9	15.6	2.6	14.2	13.8	0.7	14.3	16.7
Queue Length 50th (ft)	1	41	0	1	7	0	4	31
Queue Length 95th (ft)	18	168	13	9	42	7	30	138
Internal Link Dist (ft)	364	258			990			976
Turn Bay Length (ft)			120	55		180	100	
Base Capacity (vph)	840	1388	1226	871	1325	1254	985	1364
Starvation Cap Reductn	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.02	0.22	0.05	0.01	0.04	0.05	0.03	0.16

Intersection Summary

HCM 6th Signalized Intersection Summary  
 6: 14th St SW & 10th Ave S/I-315 WB Ramps

10/17/2022



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔	↔	↔	↑	↔	↔	↔	↔
Traffic Volume (veh/h)	0	4	10	273	3	54	5	50	59	30	203	0
Future Volume (veh/h)	0	4	10	273	3	54	5	50	59	30	203	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1750	1750	1750	1695	1750	1668	1750	1668	1627	1709	1709	1750
Adj Flow Rate, veh/h	0	4	11	297	3	59	5	54	64	33	221	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	0	0	0	4	0	6	0	6	9	3	3	0
Cap, veh/h	0	10	26	446	5	382	323	357	667	446	365	0
Arrive On Green	0.00	0.02	0.02	0.27	0.27	0.27	0.21	0.21	0.21	0.21	0.21	0.00
Sat Flow, veh/h	0	412	1134	1651	17	1414	1178	1668	1379	1264	1709	0
Grp Volume(v), veh/h	0	0	15	300	0	59	5	54	64	33	221	0
Grp Sat Flow(s),veh/h/ln	0	0	1546	1667	0	1414	1178	1668	1379	1264	1709	0
Q Serve(g_s), s	0.0	0.0	0.3	5.5	0.0	1.1	0.1	0.9	0.9	0.8	4.0	0.0
Cycle Q Clear(g_c), s	0.0	0.0	0.3	5.5	0.0	1.1	4.2	0.9	0.9	1.7	4.0	0.0
Prop In Lane	0.00		0.73	0.99		1.00	1.00		1.00	1.00		0.00
Lane Grp Cap(c), veh/h	0	0	36	450	0	382	323	357	667	446	365	0
V/C Ratio(X)	0.00	0.00	0.42	0.67	0.00	0.15	0.02	0.15	0.10	0.07	0.60	0.00
Avail Cap(c_a), veh/h	0	0	861	1644	0	1393	1089	1441	1564	1267	1477	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	0.0	0.0	16.6	11.2	0.0	9.6	14.1	11.0	4.8	11.7	12.2	0.0
Incr Delay (d2), s/veh	0.0	0.0	7.5	1.7	0.0	0.2	0.0	0.2	0.1	0.1	1.6	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.0	0.2	1.7	0.0	0.3	0.0	0.3	0.3	0.2	1.3	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	0.0	0.0	24.1	12.9	0.0	9.8	14.1	11.2	4.9	11.8	13.9	0.0
LnGrp LOS	A	A	C	B	A	A	B	B	A	B	B	A
Approach Vol, veh/h		15			359			123			254	
Approach Delay, s/veh		24.1			12.4			8.0			13.6	
Approach LOS		C			B			A			B	
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		12.6		6.6		12.6		15.3				
Change Period (Y+Rc), s		* 5.2		* 5.8		* 5.2		6.0				
Max Green Setting (Gmax), s		* 30		* 19		* 30		34.0				
Max Q Clear Time (g_c+I1), s		6.2		2.3		6.0		7.5				
Green Ext Time (p_c), s		0.5		0.0		1.3		2.1				

Intersection Summary

HCM 6th Ctrl Delay	12.3
HCM 6th LOS	B

Notes

\* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Queues

9: 14th St SW & 10th Ave S/I-315 EB Ramps

10/17/2022



Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	38	95	49	35	15	3	77	262	135	246	155
v/c Ratio	0.07	0.28	0.14	0.11	0.05	0.01	0.16	0.25	0.39	0.50	0.14
Control Delay	7.8	18.9	11.1	17.4	0.3	12.0	13.2	1.6	17.5	17.8	1.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	7.8	18.9	11.1	17.4	0.3	12.0	13.2	1.6	17.5	17.8	1.5
Queue Length 50th (ft)	5	20	11	8	0	1	14	0	27	51	0
Queue Length 95th (ft)	19	58	23	28	0	5	41	22	70	113	17
Internal Link Dist (ft)		322		435			701			990	
Turn Bay Length (ft)	85		300		90	80			90		150
Base Capacity (vph)	974	1198	1240	1550	1154	641	1355	1488	960	1372	1376
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.04	0.08	0.04	0.02	0.01	0.00	0.06	0.18	0.14	0.18	0.11

Intersection Summary

HCM 6th Signalized Intersection Summary  
 9: 14th St SW & 10th Ave S/I-315 EB Ramps

10/17/2022



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	35	87	0	45	32	14	3	71	241	124	226	143
Future Volume (veh/h)	35	87	0	45	32	14	3	71	241	124	226	143
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1627	1668	1750	1654	1750	1545	1300	1695	1750	1709	1723	1682
Adj Flow Rate, veh/h	38	95	0	49	35	15	3	77	262	135	246	155
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	9	6	0	7	0	15	33	4	0	3	2	5
Cap, veh/h	441	204	181	388	279	209	341	487	507	477	495	473
Arrive On Green	0.04	0.12	0.00	0.05	0.16	0.16	0.29	0.29	0.29	0.29	0.29	0.29
Sat Flow, veh/h	1550	1668	1483	1576	1750	1310	742	1695	1483	1033	1723	1425
Grp Volume(v), veh/h	38	95	0	49	35	15	3	77	262	135	246	155
Grp Sat Flow(s),veh/h/ln	1550	1668	1483	1576	1750	1310	742	1695	1483	1033	1723	1425
Q Serve(g_s), s	0.7	1.8	0.0	0.9	0.6	0.3	0.1	1.1	4.7	3.7	4.0	2.7
Cycle Q Clear(g_c), s	0.7	1.8	0.0	0.9	0.6	0.3	4.1	1.1	4.7	4.9	4.0	2.7
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	441	204	181	388	279	209	341	487	507	477	495	473
V/C Ratio(X)	0.09	0.47	0.00	0.13	0.13	0.07	0.01	0.16	0.52	0.28	0.50	0.33
Avail Cap(c_a), veh/h	1527	1493	1328	1906	1781	1333	892	1746	1609	1235	1759	1518
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	11.9	13.6	0.0	11.7	12.0	11.9	11.6	8.9	8.8	10.7	9.9	8.4
Incr Delay (d2), s/veh	0.1	1.7	0.0	0.1	0.2	0.1	0.0	0.2	0.8	0.3	0.8	0.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	0.6	0.0	0.3	0.2	0.1	0.0	0.3	1.1	0.7	1.2	0.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	12.0	15.3	0.0	11.9	12.2	12.1	11.6	9.0	9.6	11.0	10.7	8.8
LnGrp LOS	B	B	A	B	B	B	B	A	A	B	B	A
Approach Vol, veh/h		133			99			342			536	
Approach Delay, s/veh		14.3			12.0			9.5			10.2	
Approach LOS		B			B			A			B	
Timer - Assigned Phs		2	3	4		6	7	8				
Phs Duration (G+Y+Rc), s		15.5	7.8	10.1		15.5	6.6	11.3				
Change Period (Y+Rc), s		* 5.9	* 6	* 6		* 5.9	5.1	* 6				
Max Green Setting (Gmax), s		* 34	* 34	* 30		* 34	24.9	* 34				
Max Q Clear Time (g_c+I1), s		6.7	2.9	3.8		6.9	2.7	2.6				
Green Ext Time (p_c), s		1.3	0.1	0.5		2.7	0.1	0.2				

Intersection Summary

HCM 6th Ctrl Delay	10.7
HCM 6th LOS	B

Notes

\* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.



HCM 6th TWSC  
12: East Site Access & 13th Ave SW

10/17/2022

Intersection						
Int Delay, s/veh	6.7					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	0	24	0	0	78	0
Future Vol, veh/h	0	24	0	0	78	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	0	26	0	0	85	0

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	26	0	14
Stage 1	-	-	-	-	13
Stage 2	-	-	-	-	1
Critical Hdwy	-	-	4.1	-	6.4
Critical Hdwy Stg 1	-	-	-	-	5.4
Critical Hdwy Stg 2	-	-	-	-	5.4
Follow-up Hdwy	-	-	2.2	-	3.5
Pot Cap-1 Maneuver	-	-	1601	-	1010
Stage 1	-	-	-	-	1015
Stage 2	-	-	-	-	1028
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1601	-	1010
Mov Cap-2 Maneuver	-	-	-	-	1010
Stage 1	-	-	-	-	1015
Stage 2	-	-	-	-	1028

Approach	EB	WB	NB
HCM Control Delay, s	0	0	8.9
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	1010	-	-	1601	-
HCM Lane V/C Ratio	0.084	-	-	-	-
HCM Control Delay (s)	8.9	-	-	0	-
HCM Lane LOS	A	-	-	A	-
HCM 95th %tile Q(veh)	0.3	-	-	0	-

HCM 6th TWSC  
 14: West Site Access & 13th Ave SW

10/17/2022

Intersection						
Int Delay, s/veh	3.7					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	24	25	0	78	78	0
Future Vol, veh/h	24	25	0	78	78	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	26	27	0	85	85	0

Major/Minor	Major1	Major2	Minor1	Minor2	Minor3
Conflicting Flow All	0	0	53	0	125
Stage 1	-	-	-	-	40
Stage 2	-	-	-	-	85
Critical Hdwy	-	-	4.1	-	6.4
Critical Hdwy Stg 1	-	-	-	-	5.4
Critical Hdwy Stg 2	-	-	-	-	5.4
Follow-up Hdwy	-	-	2.2	-	3.5
Pot Cap-1 Maneuver	-	-	1566	-	875
Stage 1	-	-	-	-	988
Stage 2	-	-	-	-	943
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1566	-	875
Mov Cap-2 Maneuver	-	-	-	-	875
Stage 1	-	-	-	-	988
Stage 2	-	-	-	-	943

Approach	EB	WB	NB
HCM Control Delay, s	0	0	9.6
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	875	-	-	1566	-
HCM Lane V/C Ratio	0.097	-	-	-	-
HCM Control Delay (s)	9.6	-	-	0	-
HCM Lane LOS	A	-	-	A	-
HCM 95th %tile Q(veh)	0.3	-	-	0	-

HCM 6th TWSC  
3: 14th St SW & 13th Ave SW

10/17/2022

Intersection												
Int Delay, s/veh	9.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	9	48	117	6	0	93	5	173	0	4	0
Future Vol, veh/h	0	9	48	117	6	0	93	5	173	0	4	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	0	0	2	1	0	0	0	0	3	0	0	0
Mvmt Flow	0	10	52	127	7	0	101	5	188	0	4	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	7	0	0	62	0	0	299	297	36	394	323	7
Stage 1	-	-	-	-	-	-	36	36	-	261	261	-
Stage 2	-	-	-	-	-	-	263	261	-	133	62	-
Critical Hdwy	4.1	-	-	4.11	-	-	7.1	6.5	6.23	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.2	-	-	2.209	-	-	3.5	4	3.327	3.5	4	3.3
Pot Cap-1 Maneuver	1627	-	-	1547	-	-	657	618	1034	569	598	1081
Stage 1	-	-	-	-	-	-	985	869	-	748	696	-
Stage 2	-	-	-	-	-	-	747	696	-	875	847	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1627	-	-	1547	-	-	612	567	1034	433	549	1081
Mov Cap-2 Maneuver	-	-	-	-	-	-	612	567	-	433	549	-
Stage 1	-	-	-	-	-	-	985	869	-	748	639	-
Stage 2	-	-	-	-	-	-	681	639	-	711	847	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	7.2	11.8	11.6
HCM LOS			B	B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	826	1627	-	-	1547	-	-	549
HCM Lane V/C Ratio	0.357	-	-	-	0.082	-	-	0.008
HCM Control Delay (s)	11.8	0	-	-	7.5	0	-	11.6
HCM Lane LOS	B	A	-	-	A	A	-	B
HCM 95th %tile Q(veh)	1.6	0	-	-	0.3	-	-	0

Queues

6: 14th St SW & 10th Ave S/I-315 WB Ramps

10/17/2022



Lane Group	EBT	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Group Flow (vph)	22	520	189	7	135	125	23	186
v/c Ratio	0.10	0.66	0.25	0.03	0.35	0.09	0.09	0.47
Control Delay	22.0	17.8	4.9	23.0	24.6	0.7	23.5	26.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	22.0	17.8	4.9	23.0	24.6	0.7	23.5	26.4
Queue Length 50th (ft)	2	87	6	1	27	0	4	38
Queue Length 95th (ft)	26	314	48	13	111	10	30	148
Internal Link Dist (ft)	364	258			990			976
Turn Bay Length (ft)			120	55		180	100	
Base Capacity (vph)	410	1302	1167	568	854	1332	567	871
Starvation Cap Reductn	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.05	0.40	0.16	0.01	0.16	0.09	0.04	0.21

Intersection Summary

HCM 6th Signalized Intersection Summary  
 6: 14th St SW & 10th Ave S/I-315 WB Ramps

10/17/2022



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↕	↗	↖	↑	↗	↖	↕	↗
Traffic Volume (veh/h)	0	7	13	464	15	174	6	124	115	21	171	0
Future Volume (veh/h)	0	7	13	464	15	174	6	124	115	21	171	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1750	1750	1750	1736	1750	1709	1750	1695	1750	1682	1723	1750
Adj Flow Rate, veh/h	0	8	14	504	16	189	7	135	125	23	186	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	0	0	0	1	0	3	0	4	0	5	2	0
Cap, veh/h	0	18	32	665	21	596	252	295	868	274	300	0
Arrive On Green	0.00	0.03	0.03	0.41	0.41	0.41	0.17	0.17	0.17	0.17	0.17	0.00
Sat Flow, veh/h	0	571	999	1618	51	1448	1217	1695	1483	1093	1723	0
Grp Volume(v), veh/h	0	0	22	520	0	189	7	135	125	23	186	0
Grp Sat Flow(s),veh/h/ln	0	0	1570	1669	0	1448	1217	1695	1483	1093	1723	0
Q Serve(g_s), s	0.0	0.0	0.6	11.8	0.0	3.9	0.2	3.2	1.7	0.9	4.4	0.0
Cycle Q Clear(g_c), s	0.0	0.0	0.6	11.8	0.0	3.9	4.7	3.2	1.7	4.0	4.4	0.0
Prop In Lane	0.00		0.64	0.97		1.00	1.00		1.00	1.00		0.00
Lane Grp Cap(c), veh/h	0	0	50	686	0	596	252	295	868	274	300	0
V/C Ratio(X)	0.00	0.00	0.44	0.76	0.00	0.32	0.03	0.46	0.14	0.08	0.62	0.00
Avail Cap(c_a), veh/h	0	0	431	1503	0	1304	720	946	1438	694	962	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	0.0	0.0	21.1	11.2	0.0	8.9	19.2	16.5	4.2	18.3	17.0	0.0
Incr Delay (d2), s/veh	0.0	0.0	5.8	1.7	0.0	0.3	0.0	1.1	0.1	0.1	2.1	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.0	0.3	3.6	0.0	1.0	0.1	1.2	1.0	0.2	1.7	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	0.0	0.0	26.9	12.9	0.0	9.2	19.2	17.6	4.2	18.4	19.1	0.0
LnGrp LOS	A	A	C	B	A	A	B	B	A	B	B	A
Approach Vol, veh/h		22			709			267			209	
Approach Delay, s/veh		26.9			11.9			11.4			19.0	
Approach LOS		C			B			B			B	
Timer - Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		12.9		7.2		12.9		24.3				
Change Period (Y+Rc), s		* 5.2		* 5.8		* 5.2		6.0				
Max Green Setting (Gmax), s		* 25		* 12		* 25		40.0				
Max Q Clear Time (g_c+I1), s		6.7		2.6		6.4		13.8				
Green Ext Time (p_c), s		1.1		0.0		1.0		4.4				

Intersection Summary

HCM 6th Ctrl Delay	13.3
HCM 6th LOS	B

Notes

\* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Queues

9: 14th St SW & 10th Ave S/I-315 EB Ramps

10/17/2022



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	127	183	3	78	40	30	3	116	245	128	398	215
v/c Ratio	0.22	0.50	0.01	0.22	0.14	0.10	0.02	0.19	0.25	0.33	0.68	0.18
Control Delay	11.9	26.8	0.0	14.1	23.7	0.7	13.0	14.1	1.6	16.8	22.6	1.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	11.9	26.8	0.0	14.1	23.7	0.7	13.0	14.1	1.6	16.8	22.6	1.2
Queue Length 50th (ft)	23	52	0	14	11	0	1	25	0	29	105	0
Queue Length 95th (ft)	68	134	0	46	41	0	6	66	24	78	225	20
Internal Link Dist (ft)		322			435			701			990	
Turn Bay Length (ft)	85		85	300		90	80			90		150
Base Capacity (vph)	639	749	695	555	698	582	383	1321	1129	860	1298	1265
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.20	0.24	0.00	0.14	0.06	0.05	0.01	0.09	0.22	0.15	0.31	0.17

Intersection Summary

HCM 6th Signalized Intersection Summary  
 9: 14th St SW & 10th Ave S/I-315 EB Ramps

10/17/2022



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗	↘	↖	↗	↘	↖	↗	↘	↖	↗	↘
Traffic Volume (veh/h)	117	168	3	72	37	28	3	107	225	118	366	198
Future Volume (veh/h)	117	168	3	72	37	28	3	107	225	118	366	198
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1750	1750	1750	1736	1709	1518	1300	1750	1750	1695	1736	1750
Adj Flow Rate, veh/h	127	183	3	78	40	30	3	116	245	128	398	215
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	0	0	0	1	3	17	33	0	0	4	1	0
Cap, veh/h	518	286	242	367	280	211	260	598	612	467	593	643
Arrive On Green	0.09	0.16	0.16	0.07	0.16	0.16	0.34	0.34	0.34	0.34	0.34	0.34
Sat Flow, veh/h	1667	1750	1483	1654	1709	1286	610	1750	1483	1004	1736	1483
Grp Volume(v), veh/h	127	183	3	78	40	30	3	116	245	128	398	215
Grp Sat Flow(s),veh/h/ln	1667	1750	1483	1654	1709	1286	610	1750	1483	1004	1736	1483
Q Serve(g_s), s	2.6	4.1	0.1	1.6	0.8	0.8	0.2	2.0	4.9	4.3	8.3	4.1
Cycle Q Clear(g_c), s	2.6	4.1	0.1	1.6	0.8	0.8	8.4	2.0	4.9	6.3	8.3	4.1
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	518	286	242	367	280	211	260	598	612	467	593	643
V/C Ratio(X)	0.25	0.64	0.01	0.21	0.14	0.14	0.01	0.19	0.40	0.27	0.67	0.33
Avail Cap(c_a), veh/h	953	949	804	798	890	670	635	1674	1524	1077	1649	1544
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	12.7	16.5	14.8	13.2	15.1	15.1	15.5	9.8	8.7	12.0	11.9	7.9
Incr Delay (d2), s/veh	0.2	2.4	0.0	0.3	0.2	0.3	0.0	0.2	0.4	0.3	1.3	0.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.8	1.6	0.0	0.5	0.3	0.2	0.0	0.6	1.2	0.8	2.7	1.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	12.9	18.9	14.8	13.5	15.3	15.4	15.5	10.0	9.1	12.3	13.2	8.2
LnGrp LOS	B	B	B	B	B	B	B	A	A	B	B	A
Approach Vol, veh/h		313			148			364			741	
Approach Delay, s/veh		16.4			14.4			9.5			11.6	
Approach LOS		B			B			A			B	
Timer - Assigned Phs		2	3	4		6	7	8				
Phs Duration (G+Y+Rc), s		20.3	9.0	12.9		20.3	9.0	12.9				
Change Period (Y+Rc), s		* 5.9	* 6	* 6		* 5.9	5.1	* 6				
Max Green Setting (Gmax), s		* 40	* 14	* 23		* 40	14.9	* 22				
Max Q Clear Time (g_c+I1), s		10.4	3.6	6.1		10.3	4.6	2.8				
Green Ext Time (p_c), s		1.5	0.1	0.9		4.2	0.2	0.2				

Intersection Summary

HCM 6th Ctrl Delay	12.3
HCM 6th LOS	B

Notes

\* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

HCM 6th TWSC  
12: East Site Access & 13th Ave SW

10/17/2022

Intersection						
Int Delay, s/veh	3.3					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	0	82	0	0	48	0
Future Vol, veh/h	0	82	0	0	48	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	0	89	0	0	52	0

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	89	0	46
Stage 1	-	-	-	-	45
Stage 2	-	-	-	-	1
Critical Hdwy	-	-	4.1	-	6.4
Critical Hdwy Stg 1	-	-	-	-	5.4
Critical Hdwy Stg 2	-	-	-	-	5.4
Follow-up Hdwy	-	-	2.2	-	3.5
Pot Cap-1 Maneuver	-	-	1519	-	969
Stage 1	-	-	-	-	983
Stage 2	-	-	-	-	1028
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1519	-	969
Mov Cap-2 Maneuver	-	-	-	-	969
Stage 1	-	-	-	-	983
Stage 2	-	-	-	-	1028

Approach	EB	WB	NB
HCM Control Delay, s	0	0	8.9
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	969	-	-	1519	-
HCM Lane V/C Ratio	0.054	-	-	-	-
HCM Control Delay (s)	8.9	-	-	0	-
HCM Lane LOS	A	-	-	A	-
HCM 95th %tile Q(veh)	0.2	-	-	0	-



HCM 6th TWSC  
 14: West Site Access & 13th Ave SW

10/17/2022

Intersection						
Int Delay, s/veh	1.8					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	82	83	0	48	49	0
Future Vol, veh/h	82	83	0	48	49	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	89	90	0	52	53	0

Major/Minor	Major1	Major2	Minor1	Minor2	Minor3
Conflicting Flow All	0	0	179	0	186
Stage 1	-	-	-	-	134
Stage 2	-	-	-	-	52
Critical Hdwy	-	-	4.1	-	6.4
Critical Hdwy Stg 1	-	-	-	-	5.4
Critical Hdwy Stg 2	-	-	-	-	5.4
Follow-up Hdwy	-	-	2.2	-	3.5
Pot Cap-1 Maneuver	-	-	1409	-	808
Stage 1	-	-	-	-	897
Stage 2	-	-	-	-	976
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1409	-	808
Mov Cap-2 Maneuver	-	-	-	-	808
Stage 1	-	-	-	-	897
Stage 2	-	-	-	-	976

Approach	EB	WB	NB
HCM Control Delay, s	0	0	9.8
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	808	-	-	1409	-
HCM Lane V/C Ratio	0.066	-	-	-	-
HCM Control Delay (s)	9.8	-	-	0	-
HCM Lane LOS	A	-	-	A	-
HCM 95th %tile Q(veh)	0.2	-	-	0	-

# AUXILIARY TURN LANE WARRANT WORKSHEETS

APPENDIX D

TURN LANE WARRANTS		14th Street SW & 13th Avenue SW		13th Avenue SW & RV Park/West Access		13th Avenue SW & East Site Access	
		AM	PM	AM	PM	AM	PM
2022	NB Right-Turn Lane						
	NB Left-Turn Lane						
	SB Right-Turn Lane						
	SB Left-Turn Lane						
	EB Right-Turn Lane	NO	NO	NO	NO		
	EB Left-Turn Lane	NO	NO				
	WB Right-Turn Lane	NO	NO				
	WB Left-Turn Lane	NO	NO	NO	NO		
2024	NB Right-Turn Lane						
	NB Left-Turn Lane						
	SB Right-Turn Lane						
	SB Left-Turn Lane						
	EB Right-Turn Lane	NO	NO	NO	NO	NO	NO
	EB Left-Turn Lane	NO	NO				
	WB Right-Turn Lane	NO	NO				
	WB Left-Turn Lane	NO	NO	NO	NO		

Existing Traffic Volumes (2022) - Right-Turn Lanes at Unsignalized Intersections on 2-Lane Highways

Approach	Time	Total DHV (veh/hr)	Right-Turn Volume During DHV (veh/hr, one direction)	Required Right-Turn Volume for Warranted Lane	Warranted Right- Turn Lane? (Y/N)
14th & 13th EB	AM weekday	63	62	132	N
	PM weekday	49	47	133	N
14th & 13th WB	AM weekday	36	0	115	N
	PM weekday	53	0	113	N
13th & W Site Access EB	AM weekday	6	3	119	N
	PM weekday	32	18	116	N

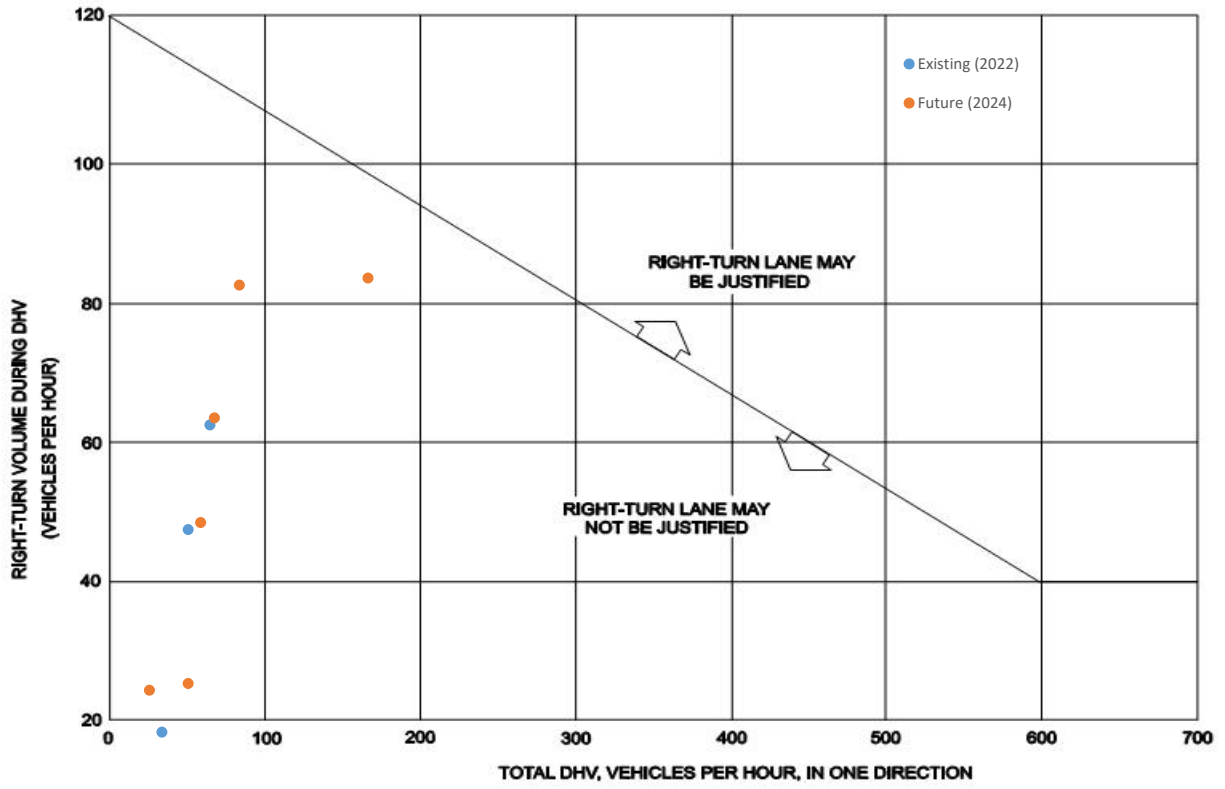
Speed Limit at	
Approach	Adjustment
30	20
30	20
30	0
30	0
25	0
25	0

**Future Traffic Volumes (2024) - Right-Turn Lanes at Unsignalized Intersections on 2-Lane Highways:**

Approach	Time	Total DHV (veh/hr)	Right-Turn Volume During DHV (veh/hr, one direction)	Required Right-Turn Volume for Warranted Lane	Warranted Right- Turn Lane? (Y/N)
14th & 13th EB	AM weekday	66	63	131	N
	PM weekday	57	48	132	N
14th & 13th WB	AM weekday	167	0	98	N
	PM weekday	123	0	104	N
13th & W Site Access EB	AM weekday	49	25	113	N
	PM weekday	165	83	118	N
13th & E Site Access EB	AM weekday	24	24	117	N
	PM weekday	82	82	129	N

Speed Limit at		Adjustment
Approach		
30		20
30		20
30		0
30		0
25		0
25		20
25		0
25		20

### Guidelines for Right-Turn Lanes at Unsignalized Intersections on 2-Lane Highways (Figure 28.4A)



Existing Traffic Volumes (2022) - Left-Turn Lanes at Unsignalized Intersections on 2-Lane Highways

Approach	Time	Va = Total advancing traffic volume	Val = Total left-turn volume in advancing traffic	Percent left-turns in Va	Vo = Total opposing traffic volume	Warranted Left-Turn Lane? (Y/N)
14th & 13th EB	AM weekday	63	1	1.6%	36	N
	PM weekday	49	0	0.0%	53	N
14th & 13th WB	AM weekday	36	34	94.4%	63	N
	PM weekday	53	51	96.2%	49	N
13th & W Site Access WB	AM weekday	13	0	0.0%	6	N
	PM weekday	13	2	15.4%	32	N

Speed Limit at Approach  
 30  
 30  
 30  
 30  
 25  
 25

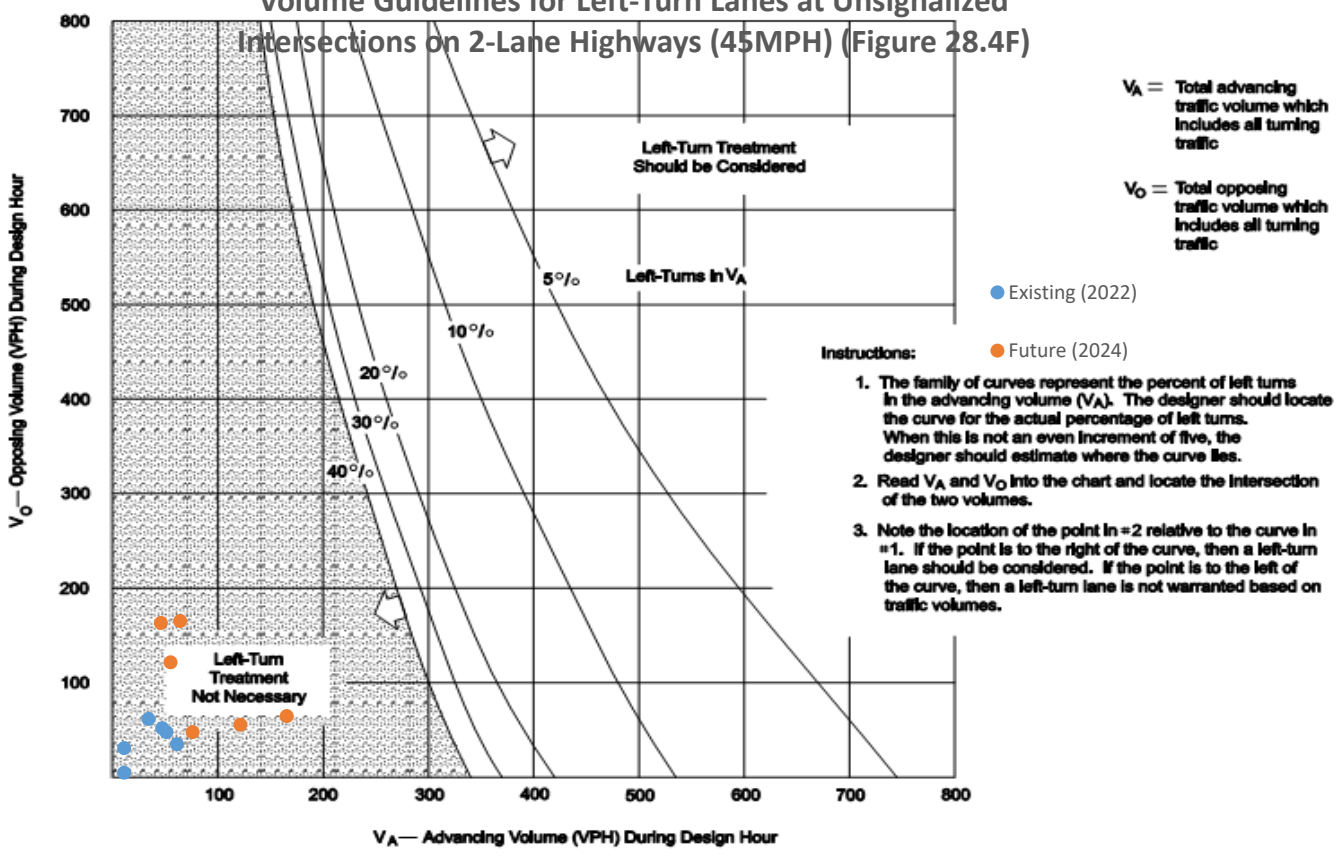
Future Traffic Volumes (2024) - Left-Turn Lanes at Unsignalized Intersections on 2-Lane Highways

Approach	Time	Va = Total advancing traffic volume	Val = Total left-turn volume in advancing traffic	Percent left-turns in Va	Vo = Total opposing traffic volume	Warranted Left-Turn Lane? (Y/N)
14th & 13th EB	AM weekday	66	1	1.5%	167	N
	PM weekday	57	0	0.0%	123	N
14th & 13th WB	AM weekday	167	158	94.6%	66	N
	PM weekday	123	117	95.1%	57	N
13th & W Site Access WB	AM weekday	78	0	0.0%	49	N
	PM weekday	48	0	0.0%	165	N

Speed Limit at Approach  
 30  
 30  
 30  
 30  
 25  
 25



### Volume Guidelines for Left-Turn Lanes at Unsignalized Intersections on 2-Lane Highways (45MPH) (Figure 28.4F)



# ENDURING COMMUNITY DESIGN



December 10, 2022

Planning and Community Development Department  
City of Great Falls  
P.O. Box 5021  
Great Falls, Montana 59403-5021

Re: *Proposed Amendment for Dicks Trailer Park from R-10 to R-6*

Sirs,

Please accept this letter as opposition to Craig Development's request to amend the zoning map from R-10 to R-6 to allow for a proposed 513-unit multi-family development on the area formerly known as Dick's RV Park. I'm a resident who borders the area to the south and have grave concerns about the impact to public safety and quality of life for the area.


I have lived near Dick's RV for the last twenty years and witnessed the growth of the southwest portion of Great Falls. The residential and commercial expansion has swelled traffic and DOT efforts have resulted in limited success in mitigating congestion at key roadways such as Fox Farm/US 91 and Exit 0 to Marketplace Square. Traffic data will likely reveal above average vehicle crashes and continued congestion, especially during peak traffic times. The noise from the daily vehicle traffic is already unnerving and often prevents peaceful use of our own backyard.

From personal experience, I have personally encountered two criminal events at my residence connected to the proximity of our residence to the growth of the area. In one event, a fleeing absconder was apprehended during a foot pursuit through my backyard and in another case, an intoxicated person attempted to break into my home, whom I had to subdue. To compound this, since the placement of the Cascade County Detention Center near the airport, there is daily foot traffic behind our home from individuals released from custody but lacking transportation.

Reclassifying the area to R-6 to permit 513 units on such a small footprint of land is excessive and only motivated by greed, with no consideration of the people in the area. Considering that these units will likely be occupied by at least two people, with two cars, it adds over 2,000 residents to an area with limited egress and adds pressure to public safety.

For my family and neighbors, we value our privacy and personal safety. I urge the Great Falls Planning/Zoning Commission to deny the request.

Regards,

  
Bryan Lockerby

City-County Planning Board

Nov 3, 2022

121 4<sup>th</sup> St N

Great Falls, Mt59401

William Jones


1312 1<sup>st</sup> West Hill dr

Great falls, Mt 59404

Dear planning board Members,

I am very much aware of the propose zoning change proposal to change “mobile home” ( i.e. Dick’s RV) to “high density residential.” There are three points the board needs to consider and act upon: **One**, the area in question is only one ingress and egress as the street it is a dead end : **two**, there is a serious choke point at a single lane rail underpass ( near the Beacon Bar ). “ Thus, It will be mater of time before some chemically-happy- bone heads will collide at that choke point thus denying first responders access to that area. **Point three**, traffic congestion at Sun River road and 14 St SW by the influx of unknown number of vehicles. This congestion will also over spill to the on and off ramps at exit 0. Exit 0 at times is congested. From those three points I recommend the zone change be denied.

In closing, reducing the proposed 515 unit to 260 units may be acceptable.

  
William Jones

Michael & Suzann Thompson

8 Treasure State Dr.

Great Falls, MT 59404

406-899-0502

Great Falls Planning Advisory Board/Zoning Commission

P.O. Box 5021

Great Falls, MT 59403-5021

[jnygard@greatfallsmt.net](mailto:jnygard@greatfallsmt.net)

December 12, 2022

Re: Zoning R-10 to R-6 Dick's RV Park

We are filing this letter against the current zoning change request by Craig Development for the Dick's RV Park from R-10 to R-6 for the heavy use of multi-family development.

One of our main concerns are the four-story structures to be built in the area. The existing truck traffic and jake brake noise that will be blocked by the large structures and will reflect the noise over into the Montana Addition residential area. At current that area is open air space that dissipates and spreads the noise.

Our second concern is the heavy use multi-family of an additional 513 units that will add to traffic flow of 10<sup>th</sup> Avenue So and Fox Farm Intersection. The current traffic is busy, then add the daily use of two autos per the 513 apartments to that traffic flow is going to create more congestion and accidents as west traffic cuts in to enter exit zero and east traffic stopping on the hill in winter.

We request the Planning Board and Zoning Commission deny the zoning change. We request that the noise and traffic flow issues be researched and studied before granting any zoning changes requested by Craig Development at this time.

Thank you for your time on this zoning issue.

Best Regards,

*Michael Thompson Suzann Thompson*

Michael and Suzann Thompson

**Thomas Micuda**

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**From:** Jamie Nygard  
**Sent:** Tuesday, January 10, 2023 7:59 AM  
**To:** Brad Eatherly  
**Cc:** Thomas Micuda; Craig Raymond  
**Subject:** FW: Agenda item 6 of January 10 Planning Board Meeting

FYI and I will forward it on to the board members this morning.  
Thank you,  
Jamie

---

**From:** Jim Duffy <duffje@msn.com>  
**Sent:** Tuesday, January 10, 2023 6:07 AM  
**To:** Jamie Nygard <jnygard@greatfallsmt.net>  
**Subject:** Agenda item 6 of January 10 Planning Board Meeting

Dear Planning Board,

I strongly support rezoning Dick's RV for apartments. I own a house in Great Falls.

I support the proposed project for the following reasons. Additional housing at all income levels is very much needed in Great Falls. Home prices and rental rates are getting unaffordable for both new and long-term residents. In a recent study, the Concord Group projected a significant undersupply of rental and for-sale housing in Great Falls through 2031, which will further exacerbate affordability issues. The Planning Board and City Commission must do all it can to alleviate this problem. Moreover, the proposed location for the apartment complex is good as the land is not amenable to single family housing or commercial development, apartment residents would have easy access to the Marketplace Shopping Center, and the project developer commits to developing a park area along the Sun River.

This is a good housing project that is desperately needed in Great Falls. I highly encourage that you vote to adopt this request.

Sincerely,  
James Duffy

Sent from Mail for Windows

**From:** [Lisa C. Kunz](#)  
**To:** [Krista Artis](#)  
**Subject:** FW: Dick's RV Park (Great Falls RV Park)  
**Date:** Wednesday, February 1, 2023 4:35:49 PM

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Sorry – I thought I forwarded this one already, but it doesn't appear so.

---

**From:** Lou Dewaele <LDewaele@outlook.com>  
**Sent:** Tuesday, January 17, 2023 7:08 PM  
**To:** commission <commission@greatfallsmt.net>  
**Subject:** Dick's RV Park (Great Falls RV Park)

Mr. Mayor and City Commissioners:

As a resident of the city of Great Falls I am writing in regards to the conversion of Dick's (Great Falls) RV Park to an apartment complex.

I fully understand there is a need for "affordable" housing in the Great Falls area. However, I also understand there are at least 3 other complexes in progress (and possibly more but being out of the City for a few months each winter I am probably not aware of all such developments).

What I question is....has consideration been given to the negative impact on tourism and the dollars generated through tourism. I have personally utilized this particular RV park on various occasions. In fact it was my home site for near 2 years as I edged my way to retirement. I know for a fact that numerous "RV Caravans" utilize this park during summer months. I've seen these caravans number anywhere from 15 to 40 units and normally have 2 people per unit. I've seen these visitors utilize bus (tourist bus) trips to visit various locations in and near the city. They eat in the restaurants, purchase groceries, keepsakes, etc. In addition, it is a major stopping point for people traveling between Glacier and Yellowstone as well as many Canadians who travel from Canada to points south and back (escaping the winter months in Canada). I've also met numerous people who have come from as far away as Florida and New York to enjoy a week or so of riding Rivers Edge Trail, telling me that it's one of the best bicycle riding routes in the country.

If this rezoning is allowed, that will leave 1 RV park/campground in Great Falls (KOA) which is high priced (compared to Dick's) and even at that with being one of 2 parks currently is almost always full during the tourist/summer months. Add to that the fact that Calumet bringing in so many tradesmen during summer months (and otherwise I'm sure) and probably other businesses as well, not only do both these parks stay nearly full if not full, the motels in the area seem to be nearly full during these times. Last summer I looked at booking a room for a relative, IF a room was available it was going to run me as much as \$200 per night. One location I found did offer a room for \$97 per night, but not a place I would recommend due to known "clientele".

I seriously believe that approval of this change to allow the apartment complex would have a major impact on tourism, and in reality would be more drain on the finances of the city with infrastructure costs and support. In addition, it would basically grant one entity a "monopoly". I know I read that one presenter had stated that "if another RV park is needed, someone will (or can) build one".



Finding land in or near the city that is conducive to becoming an RV park with all the infrastructure one requires at a cost someone can afford and still meet all city/county building requirements sounds to me to be a monumental task and if not next to impossible. And in my humble opinion an needless step to take when there's one in existence that might be taken away.

I submit these concerns with the utmost respect and hope that careful consideration be given to these points.

Lou A. Dewaele

Sent from [Mail](#) for Windows