



**City Commission Meeting Agenda  
2 Park Drive South, Great Falls, MT  
Commission Chambers, Civic Center  
July 18, 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**

**PRESENTATIONS**

Life Safety Awards

**COMMUNITY INITIATIVES**

1. Community Health Update from City County Health Department.

**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. Reappointment to the Library Board.

## CITY MANAGER

6. Miscellaneous reports and announcements from City Manager.

## CONSENT AGENDA

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

7. Minutes, July 5, 2023, City Commission Meeting.
8. Total Expenditures of \$5,828,034 for the period of June 22, 2023 through July 5, 2023, to include claims over \$25,000, in the amount of \$5,023,882.
9. Contracts List.
10. Award a contract to Shumaker Trucking & Excavation Contractors, Inc. in the amount of \$289,775 for the Natatorium Demolition and Restoration and authorize the City Manager to execute the construction contract documents.
11. Approve the 2023-2024 School Resource Officer Agreement between the City of Great Falls and the Great Falls Public School District.
12. Set the public hearing for Resolution 10514 to levy and assess the General Boulevard District for August 15, 2023.
13. Set the public hearing for Resolution 10515 to levy and assess the Great Falls Park District No.1 for August 15, 2023.
14. Set the public hearing for Resolution 10516 to levy and assess properties within Special Improvement Lighting Districts for August 15, 2023.
15. Set the public hearing for Resolution 10517 to levy and assess the Portage Meadows Maintenance District for August 15, 2023.
16. Set the public hearing for Resolution 10518 to levy and assess the Street Maintenance District for August 15, 2023.

**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

17. Elmore Roberts (Multifamily) Affordable Housing Proposal for a property located at 6 6th Street South. *Action: Conduct a public needs hearing. No other formal Commission action required. (Presented by Ryan Kucich)*
18. Business Improvement District (BID) FY 2024 Budget and Work Plan. *Action: Conduct a public hearing and accept or reject the Budget and Work Plan. (Presented by Kellie Pierce)*
19. Tourism Business Improvement District (TBID) 2023/2024 Budget and Work Plan. *Action: Conduct a public hearing and accept or reject the Budget and Work Plan. (Presented by Rebecca Engum)*



20. Public Hearing on Resolution 10510, Intent to Increase Property Tax. *Action: Conduct a public hearing and adopt or deny Res. 10510. (Presented by Melissa Kinzler)*

21. Annual Budget Hearing on Resolution 10509, Annual Budget Resolution. *Action: Conduct a public hearing and adopt or deny Res. 10509. (Presented by Melissa Kinzler)*

## **OLD BUSINESS**

## **NEW BUSINESS**

22. Labor Agreement between the City of Great Falls and the Plumbers and Pipefitters Local No. 41. *Action: Approve or deny the labor agreement. (Presented by Gaye McInerney)*

23. Montana Department of Natural Resources and Conservation American Rescue Plan Act Grant Agreements. *Action: Ratify or not ratify Grant Agreements. (Presented by Tom Hazen)*

## **ORDINANCES / RESOLUTIONS**

### **CITY COMMISSION**

24. Miscellaneous reports and announcements from the City Commission.

25. Commission Initiatives.

## **ADJOURNMENT**

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

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

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



Commission Meeting Date: July 18, 2023  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Reappointment to the Library Board

**From:** City Manager’s Office

**Initiated By:** City Commission

**Presented By:** City Commission

**Action Requested:** Reappoint one member to the Library Board for a five-year term through June 30, 2028.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (reappoint/not reappoint) Anne Bulger to the Library Board for a five-year term through June 30, 2028.”

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

**Library Trustee Recommendation:** It is recommended that the City Commission reappoint Anne Bulger to the Library Board for a five-year term through June 30, 2028.

**Background:** Ms. Bulger was appointed to the Library Board on July 17, 2018 to a five-year term from July 17, 2018 through June 30, 2023. Ms. Bulger is interested and eligible for an additional term.

The Library Board met on June 27, 2023 and recommended reappointing Ms. Bulger.

Purpose

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

Continuing members of this board are:

Whitney Olson	7/18/17 – 6/30/27
Samantha DeForest	5/15/18 – 6/30/26
Jessica Crist	1/6/21 – 6/30/25
Jay Bradley Eatherly	4/5/22 – 6/30/24

Member interested in another term:

Anne Bulger	7/17/18 – 6/30/23
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**Attachments/Exhibits:**  
Application



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

RECEIVED

APR 19 2018

Agenda #5.

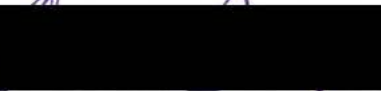
sent to  
4/19 DE

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

CITY MANAGER

Board/Commission Applying For: <i>Library Commission</i>		Date of Application: <i>April 13, 2018</i>	
Name: <i>Anne H. Bulger</i>			
Home Address: <i>1815 4th Avenue North</i>		Email address: <i>anne.h.bulger@gmail.com</i>	
Home Phone: <i>452-8778</i>	Work Phone: <i>268-6147</i>	Cell Phone: <i>799-2706</i>	
Occupation: <i>German teacher</i>		Employer: <i>Great Falls Public Schools</i>	
Would your work schedule conflict with meeting dates? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (If yes, please explain) <i>If meetings are during the day, before 4.</i>			
Related experiences or background:			
Educational Background: <i>University of Montana / German / History BA MSU Northern Education in Science Masters</i>			
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:			
Previous and current service activities: <i>CMR Tennis coach German Club advisor Heisey Board Member</i>			
Previous and current public experience (elective or appointive):			
Membership in other community organizations:			



Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?	
Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?	
Please describe your interest in serving on this board/commission? <i>I have had a deep love of reading since I was a small child. I also think our library is an invaluable resource for the community. Those that work there do a great job of community outreach.</i>	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? <i>I've been a teacher for 20 years and have worked with a myriad of groups, students + parents alike. I have utilized most of the facilities at the library and believe in its mission.</i>	
Additional comments: <i>My tenure as Coach and instructor is winding down. I want to stay involved in the community and this seems a great option.</i>	
Signature: 	Date: <i>4/13/18</i>

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

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

Fax:  
 (406) 727-0005

Email:  
 kartis@greatfallsmt.net

**JOURNAL OF COMMISSION PROCEEDINGS**  
**July 5, 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; Finance Director Melissa Kinzler; Human Resources Director Gaye McInerney; Deputy City Attorney Rachel Taylor; Police Chief Jeff Newton; and Deputy City Clerk Darcy Dea.

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

**CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS:** None.

**PROCLAMATIONS:** Paris Gibson Month [July]

**MILITARY UPDATES**

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

**Colonel Barry Little**, Malmstrom Air Force Base, introduced **Colonel Benji Johnson**.

Colonel Little provided the following updates:

- Sharla Kostielney is the new Chief Master Sergeant at MAFB.
- MAFB was involved with the 4<sup>th</sup> of July Parade and a key message at MAFB is the partnership between the City and MAFB.
- The 550<sup>th</sup> Helicopter Squadron was activated and MAFB will receive a Grey Wolf helicopter by the end of this year. The 550th Helicopter Squadron will train new helicopter pilots and will be here for at least five years. This is a great place to train helicopter pilots because it has all of the attributes MAFB needs in order to ensure MAFB is mission qualified.
- MAFB's 341<sup>st</sup> Missile Wing was awarded the Omaha Trophy for its outstanding ICBM Operations Unit.
- MAFB is making progress with determining if there was a potential association of cancer incidences with service in the nuclear enterprise. The School of Aerospace Medicine has partnered with Bioenvironmental to put out sensors that will collect samples over the next several months.

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Colonel Johnson announced that he was here from 2011 to 2015, is originally from North Dakota and is excited to belong to the community again.

Mayor Kelly announced that he and Commissioner Wolff attended the presentation of the Omaha Trophy and the community should be proud that a national award was presented to MAFB for a second time.

Colonel Little announced that for the second year in a row, MAFB has been named as having one of 12 most outstanding airman and the name of the individual will be announced at the Air & Space Forces Association National Convention in September 2023.

Mayor Kelly commented that the City would like to recognize that individual at an upcoming Commission Meeting.

2.

**PETITIONS AND COMMUNICATIONS**

**James Thompson**, 301 39<sup>th</sup> Avenue NE, commented that he is upset with the tax increases that City property owners are incurring. He retired here and saved up money to buy a home valued at \$175,000. He received a tax notice indicating his home is now worth \$387,000. His taxes last year were \$3,400, and will go up to \$3,800 this year, which does not include the Library Mill Levy. Mr. Thompson expressed concern that the City will incur another mill levy increase that the taxpayers are not allowed to vote on and another one in November that taxpayers can vote on. The City is raising his property tax so high that he is considering moving from Great Falls to somewhere where he can afford to live. He concluded that it is ridiculous what taxpayers have to pay and the expenses they have to incur to live in Great Falls.

**Sharon Thompson**, 301 39<sup>th</sup> Avenue NE, commented that this is the third time that she and her husband have moved to Great Falls over 45 years. She loves and appreciates this community; however, is concerned about the property tax increase, knowing that the hospital does not pay any property taxes. It makes common sense to have the hospital pay property taxes and relieve the burden on the normal taxpayer.

**Steve Durkin**, 1101 23<sup>rd</sup> Avenue SW, commented that fireworks should be a one-day only event and be put on the November Ballot for citizens to decide whether to allow them. The debris from fireworks is left in the streets and eventually ends up in the river when it rains. There are several cities in the state that do not allow fireworks and Great Falls should do the same. Mr. Durkin commented that mill levies and bond issues are the reason for property taxes increasing and citizens are on a budget.

**Marilyn Christman**, 1813 Mountain View Drive, commented that she is retired and thought she would be fine; however, with taxes increasing, the City is making it impossible for some individuals to hold on to their homes. Ms. Christman implored the Commission to stop increasing taxes with mill levies. She wants to support the Fire and Police Departments; however, with the passing of the Library Mill Levy, it makes it difficult to do so. She inquired if the Library Mill Levy was necessary when the economy is so bad.



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**Kirby Shepard**, City resident, Pastor of Embassy Church, commented that he heard from many citizens who are concerned about all of the taxes. Pastor Shepard asked that the Commission consider mill levies, or anything that raises taxes, putting it before citizens annually and not spread out throughout the year, so citizens can anticipate when to vote on tax increases. He also suggested that there be a form of documentation when voting as to what the increase would look like for citizens. He concluded that the City needs to cease having these off-hand elections to pass a given mill levy one at a time and have them all together yearly so citizens get into the habit of showing up for elections each year.

**Jeni Dodd**, City resident, expressed concern about the Commission or City staff not attending a rally last Saturday at Highwood Creek Outfitters and the City's silence on the infringement of the Fourth Amendment. Ms. Dodd commented that this is not just about one business in Great Falls. A large number of City residents had their Fourth Amendment rights infringed in this incident, regarding things to be seized, and the City Elected Officials and City staff have shown a total lack of concern of this federal government overreach. The IRS warrant was for financial records, yet only one box of financial records were seized. The majority of the records seized were thousands of ATF Form 4473s that contains personal, confidential information about purchasers. That is not a form the IRS would even find useful in a tax investigation and those forms were not in the warrant as things to be seized. Ms. Dodd expressed appreciation to Rep. Rosendale and Sen. Daines for taking a stand against this illegal search and seizure. She commented that no City Elected Official showed support for the Constitution, but rather proclaimed Pride Month. She concluded that behavior is disgraceful and she will not forget the City's failure.

**Keener Boyce**, 634 Doris Drive, explained that three years ago he wrote a letter to the Commissioners, collectively and individually, about fireworks. Mr. Boyce commented that the City becomes a combat zone every 4<sup>th</sup> of July. He added that this is torture for Vets with PTSD, terrorizes pets and disrupts sleep. He commented that other cities do not have unrestricted uses of fireworks and that should happen here.

**Lola Sheldon-Galloway**, 202 Sun Prairie Rd, commented that although she is not a City resident, she is a business owner who can be summoned to Municipal Court to be a juror and pays every property tax increase for her businesses; however, cannot vote for City Commission or City levies. Ms. Sheldon-Galloway further commented that she plans on changing that because she does contribute to the community.

Mayor Kelly responded to Ms. Sheldon-Galloway that she should start with Helena.

**Lola Sheldon-Galloway** continued that the 4<sup>th</sup> of July Parade was a success and the objective is that it is fun and safe. She expressed concern with regard to protesters at the parade. She added that protesting at the parade is the wrong place and sends a wrong message to citizens. She requested that the Commission assist her with making it so that will not happen again.

**Steven Galloway**, HD24, 202 Sun Prairie Rd, commented that he too is not a City resident; however, owns multiple pieces of property in the City. Mr. Galloway inquired if City staff has determined what the increase would be for properties with businesses with regard to the levies that are coming up. He commented that increase for properties with businesses will be passed on to the consumer and inflation is affecting everything, not just taxes. Every property is being increased by insurance

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and taxes and will substantially affect what renters are paying. He requested that the Commission consider these factors when doing the math with regard to what it is going to ask citizens to be able to burden. Mr. Galloway mentioned that he is concerned about citizens who are on fixed incomes and suggested the community will have to have less services or find areas in the Municipal Government that it can do without. This is a tough time with inflation and reevaluations to consider whether the community can afford to pass another levy. Mr. Galloway concluded that many proposals trying to solve these issues were in the last legislative session; however, the proposals never got anywhere.

**Kathie Hansen**, 4601 Flood Road, commented that she is not currently a City resident; however, anticipates living in the City at some point and is concerned that she would not be able to afford it. Ms. Hansen further commented that citizens are living within a budget and the City needs to do that as well. She suggested that rather than looking outside of the community to assist the City with passing levies, the Commission consider working together with the community so it can decide what is most important. She further suggested that citizens could volunteer if services are cut in the City. Ms. Hansen commented that she appreciates the Commission and City staff for their hard work; however, she suggested working at working together.

Mayor Kelly responded to the previous speakers that there is a lot of information about the Mill Levy and expected increases for \$100,000, \$300,000 and \$600,000 homes on the City's website and will also be discussed later tonight. The law does not require estimating increases for businesses and it would be difficult to assess every business. The City has not done a levy in several years and the Library Mill Levy, Public Safety Levy and GO Bond are an unusual event. The voters get to choose whether to tax themselves for the services they feel they need. The population also has an opportunity to turn down the mill levies.

Referring to the fireworks issue, Mayor Kelly explained that when he first became mayor, he met with several individuals, both pro and con, about fireworks. He has also discussed the subject with other mayors who do not allow fireworks in their cities. It is one thing to write a law and another for the population to follow it. Mayor Kelly commented that on May 23, 2023, the Bozeman Commission passed an ordinance banning fireworks and he will discuss with Mayor Andrus what the 4<sup>th</sup> of July was like for the City of Bozeman. He reiterated to the public that the Commission does receive their phone calls and emails. Mayor Kelly stated that years ago he put out a plea to the community to be considerate and compassionate to veterans. Some veterans informed him that they support fireworks because that is why they fought for this country. He sympathizes with those that have to deal with the trash, noise and veterans who suffer from PTSD. Mayor Kelly expressed appreciation to the Galloways for their efforts with regard to the 4<sup>th</sup> of July Parade.

Mayor Kelly concluded that there has been a lot of confusing and misleading information regarding taxes from the Montana Department of Revenue (MDOR). The MDOR sets the valuations for property, not the City. All property and home valuations have increased significantly; however, that does not correlate to a similar increase in property taxes. There will be more information provided tonight during the City Manager's report.

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**NEIGHBORHOOD COUNCILS**

**3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

**BOARDS AND COMMISSIONS**

**4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

**5. REAPPOINTMENTS/APPOINTMENT TO THE BUSINESS IMPROVEMENT DISTRICT BOARD OF TRUSTEES.**

Mayor Kelly reported that the BID Board recommended that the Commission reappoint Jason Kunz and Neil Dubois and also appoint Keith Cron to replace Karen Reiff. Ms. Reiff was appointed to the BID Board in September 2020 with a term end date of June 30, 2023. She is not interested in serving another term and the City advertised for the vacancy through the City's website and local media. The term for Mr. Kunz was July 1, 2019 through June 30, 2023. Mr. Dubois was serving a partial term from July 21, 2020 through June 30, 2023. Both are interested and eligible for an additional term.

**Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission reappoint Jason Kunz and Neil Dubois and appoint Keith Cron to the Business Improvement District (BID) Board of Trustees to fill four-year terms through June 30, 2027.**

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

Commissioner McKenney commented that he regularly attends BID meetings and Mr. Kunz and Mr. Dubois are active members who do a lot of good work for the Board and City.

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

Motion carried 5-0.

**6. REAPPOINTMENT AND APPOINTMENT TO THE ETHICS COMMITTEE.**

Mayor Kelly reported that Carmen Roberts was appointed to a partial term on January 2, 2018 and reappointed for a full three-year term on November 19, 2019. Justin Grohs was appointed to serve as the alternate member in December 2020. Both terms ended on December 31, 2022. Ms. Roberts is not interested in an additional term but Mr. Grohs would be willing to continue serving. City staff advertised for the vacancies at the end of 2022 and received two applications. With no agenda items for the Ethics Committee requiring a meeting, the appointment has been on hold. Member David Sneddon was appointed to the Committee on February 1, 2022 and has not been fully oriented due to lack of meetings.

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Staff reached out to the two applicants from last fall to determine if they were still interested in serving on the Committee. One did not respond and the other, Ms. Jordyn Rogers, is still interested and Mr. Grohs is still willing to serve as the Alternate Member of the Committee.

**Commissioner Tryon moved, seconded by Commissioner Hinebauch, that the City Commission reappoint Justin Grohs and appoint Jordyn Rogers to the Ethics Committee for three-year terms through December 31, 2025.**

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

**Sharon Thompson**, 301 39<sup>th</sup> Avenue NE, inquired what the Ethics Committee does.

Mayor Kelly responded that the Ethics Committee was established through Ordinance 3169 and adopted by the City Commission on October 17, 2017. The purpose of the Ethics Committee is to ensure that all City officers and employees are performing their duties in compliance with the provisions of the Montana Code Annotated and Official Code of the City of Great Falls (OCCGF). A citizen can register a complaint if they feel there is unethical activity with any of the City Elected Officials or City employees. The Committee consists of an impartial group of people that determine whether a complaint appears to be substantiated based on the information and testimony presented.

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

**CITY MANAGER**

**7. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

City Manager Greg Doyon reported the following updates:

- Alyssa Olson and Peyton Mitchell graduated from the Montana Law Enforcement Academy on June 30, 2023.
- On July 4, 2023, the Police Department had 29 calls for service and the Fire Department had 22 calls for service.
- The Montana Department of Transportation (MDOT) hosted a meeting on June 29, 2023 where City staff and MDOT staff had an opportunity to discuss improving collaboration between the two entities.
- The Montana Department of Revenue (MDOR) appraisal notifications are causing a lot of fear. There will be a MDOR Property Assessment Town Hall meeting on July 10, 2023 at the Cascade County Annex, Room 111 to explain the appraisal notices and its methodology with regard to property appraisals. The MDOR is the entity that assigns taxable value to property and the City receives a notification to communicate that information to the City residents with regard to the impact for the City's proposed budget. Since the MDOR's

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adjustment was so significant, there will more than likely be protests. The City's budget and general fund undesignated balance rolls into this ongoing discussion about property taxes and the impact of that. Generally, the MDOR operates under a property tax cap that is one-half the three-year average rate of inflation and the City can only raise taxes by that methodology. If the Public Safety Levy is adopted, there will be a subsequent impact to property taxes. The concern is what is being represented by using data from last year to represent what that impact looks like to a tax payer today. When a community and its tax base grows, generally, that means less mills a City would need to utilize to cover costs for its budget. The mill rate will be set in August 2023. There are different categories for property taxes and depends on how a community is growing. Typically, residential property will have less taxable impact than large scale industry. The Public Safety Levy was also impacted by the legislature. There is additional information on the City's website.

Finance Director Melissa Kinzler added that because of the property tax cap the City is under, it can only raise a certain amount of additional revenue even if taxable valuations increase. The mill value will increase so that the mills levied will decrease, which means the City will not receive the total increase being projected under the MDOR.

Manager Doyon encouraged the community to attend the MDOR Property Assessment Town Hall meeting or go to a local office if they have any concerns.

Mayor Kelly added that as residential taxpayers, the Commission is allowed to protest the valuations and the instructions to do so are time sensitive.

With regard to the Highwood Creek Outfitters incident, Police Chief Jeff Newton explained that the Attorney General (AG), U.S. Attorney's Office and IRS have not provided any explanation as to what transpired at the Highwood Creek Outfitters. He is very frustrated about the lack of transparency by the IRS, as well as the U.S. Attorney's office refusal to provide a press release. The AG is not receiving information from the IRS on the substance of this, particularly why the 4473 forms were seized in the course of the search warrant. Police Chief Newton commented that he provided Mr. VanHoose, owner of Highwood Creek Outfitters, an explanation as to what the City is statutorily allowed and not allowed to do, even though the IRS recommended that he not do that. He explained that the Police Department (PD) cannot enforce federal law, which prevents them from enforcing bans on firearms or firearms related equipment. Police Chief Newton informed the AG's office that from this point forward, if an agency requests the PD's assistance, many questions would be asked and if those questions are not answered to the department's satisfaction, it can elect to not participate. Police Chief Newton concluded that the PD has a close relationship and communicates with the High Risk Unit (HRU), Drug Enforcement Agency (DEA), Federal Bureau of Investigation (FBI), and Internet Crimes Against Children (ICAC). However, the relationship with the IRS is completely different and he hopes that the AG's office will provide a public statement.

Commissioner Tryon asked if it would be helpful to have a City ordinance to include a fine that requires a federal agency to provide full transparency prior to asking for an assist from the Police Department.

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Police Chief Newton responded that federal agencies have a supremacy clause that takes precedence over a City ordinance. He added that the Police Department was notified of the investigation because it was inside the city limits; however, it did not require the federal agency to provide full disclosure of what the investigation entails.

**CONSENT AGENDA.**

8. Minutes, June 20, 2023, City Commission Meeting.
9. Total Expenditures of \$3,566,977 for the period of June 8, 2023 through June 21, 2023, to include claims over \$25,000, in the amount of \$2,951,153.
10. Contracts List.
11. Accept the low bid from Thatcher Company of Montana, Inc. and authorize staff to purchase liquid aluminum sulfate in the amount of \$593.97 per ton, up to the maximum amount of 800 dry tons for FY2023/24.
12. Accept the low bid from Thatcher Company of Montana, Inc. and authorize staff to purchase liquid ammonium sulfate in the amount of \$780.00 per ton, up to the maximum amount of 100 tons for FY2023/24.
13. Accept the low bid from Thatcher Company of Montana, Inc. and authorize staff to purchase liquid chlorine in the amount of \$2600.00 per ton, up to the maximum amount of 80 tons for FY2023/24.
14. Set a public hearing for Tourism Business Improvement District (TBID) 2023/2024 Budget and Work Plan for July 18, 2023.
15. Set a public hearing for Business Improvement District (BID) FY 2024 Budget and Work Plan for July 18, 2023.
16. Set an annual budget hearing on Resolution 10509, Annual Budget Resolution for July, 18, 2023.
17. Set a public hearing on Resolution 10510, Intent to Increase Property Tax for July 18, 2023.
18. Postpone consideration of a bid award and contract approval for the Natatorium Demolition and Restoration until the July 18, 2023 Commission Meeting. **OF 1393.8**

**JOURNAL OF COMMISSION PROCEEDINGS**  
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**Commissioner Tryon moved, seconded by Commissioner McKenney, that the City Commission approve the Consent Agenda as presented.**

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

**David Saenz**, 216 37<sup>th</sup> Avenue NE, (via July 5, 2023 email) referred to Agenda Item 17, and suggested placing a two to three year pause on anything related to increasing property taxes i.e. bonds, levies, resolutions, etc.

**Jeni Dodd**, City resident, commented that the narrative for Agenda Item #16 states that additional money from the CARES Act could also be allocated to balance the General Fund. She requested that the City do that rather than raising citizen's taxes. The narrative for Agenda Item #17 states that the City could also allocate monies received from the CARES Act. Ms. Dodd requested that the City also do this and quit nickel and diming the citizens to death. She commented that the City has made a big deal over not using the Inflationary Factor and not increasing the Permissive Medical Levy for FY 2021 and 2022 because of COVID. The economy is worse now than it was during COVID for taxpayers and the City shows no concern or consideration for citizens on fixed incomes.

**Steve Durkin**, 1101 23<sup>rd</sup> Avenue SW, expressed concern with regard to the City raising taxes, increasing property tax, the use of an outside entity to educate the community about the Public Safety Levy and the City Manager's raise.

Referring to Agenda Item #18, **Lola Sheldon-Galloway**, 202 Sun Prairie Rd, commented that her son's final architect project at MSU included an idea of how to restore the Natatorium and he would be presenting it to the City's Planning Committee.

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

Mayor Kelly inquired where the price reductions came from on the Bid Tabulation Summary for Agenda Items 11, 12 and 13.

Manager Doyon responded that Public Works Director Chris Gaub will determine where the price reductions came from and provide an update to the Commission at a later time.

Commissioner Wolff expressed appreciation to Public Works Director Gaub for his efforts with regard to the decrease in Agenda Items 11 and 12.

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

Motion carried 5-0.

**PUBLIC HEARINGS**

**OLD BUSINESS**



**JOURNAL OF COMMISSION PROCEEDINGS**

**July 5, 2023**

**19. RESOLUTION 10506, SUBMITTING TO THE ELECTORS THE QUESTION OF PERMANENTLY INCREASING THE MILL LEVIES OF THE CITY TO PAY COSTS OF PUBLIC SAFETY SERVICES, INCLUDING OPERATION, MAINTENANCE AND CERTAIN CAPITAL COSTS OF THE POLICE DEPARTMENT, FIRE DEPARTMENT, CITY ATTORNEY AND MUNICIPAL COURT SERVICES AND RELATED PUBLIC SAFETY EXPENSES AND AMENDING, RESTATING AND SUPERSEDING RESOLUTION NO. 10500.**

City Manager Greg Doyon reported that on March 7, 2023, the City Commission adopted Resolution 10500 calling for a mill levy election to permanently increase mill levies of the City to pay costs of public safety services. Subsequent to the adoption of the Resolution 10500, House Bill 543 was enacted by the 68th legislature at the 2023 Montana legislative session that required additional information to be included on the ballot for a mill levy election and is effective as of July 1, 2023. Resolution 10506 supersedes Resolution 10500 and includes the new ballot information that the question requires the provision of information about the impact of property taxes on a house with a taxable value of \$100,000, \$300,000 and \$600,000. Lastly, it includes language that states an increase in property taxes may lead to an increase in rental costs. He concluded that it might be helpful for the taxpayers to have an understanding what having less services would look like.

**Commissioner Hinebauch moved, seconded by Commissioner Wolff, that the City Commission adopt Resolution 10506.**

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

**David Saenz**, 216 37<sup>th</sup> Avenue NE, (via July 5, 2023 email) referred to Agenda Item 19, and suggested placing a two to three year pause on anything related to increasing property taxes i.e. bonds, levies, resolutions, etc.

**Jeni Dodd**, City resident, commented that the City made four strategic errors with regard to the proposed Public Safety Levies that included the following:

- Putting the Library Levy on a special ballot of its own and not with the Public Safety Levies in November.
- Waiting to announce a second Public Safety Levy, the Bond Levy, until after the Library Levy passed.
- Allocating up to \$150,000 in taxpayer funds to persuade taxpayers to vote to tax themselves more.
- Failure to spend the maximum amount allowable of CARES and ARPA funds for City needs and instead, awarding millions of those dollars to area nongovernmental partners.

**Representative HD22 Lola Sheldon-Galloway**, 202 Sun Prairie Rd, explained that she is commenting on behalf of residents on a fixed income in her area. Residents are wondering if the City is changing wording to fix what was done in March. She requested that the wording “permanent” be eliminated from the proposal to the citizens.

**Kirby Shepard**, City resident, Pastor of Embassy Church, commented that unusual levies do not necessarily warrant an unusual off-cycle election. He requested that the Commission consider having

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all of those as a set ballot. He concluded that if citizens chose to have fewer services, they would look like more independent Montanans.

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

Commissioner Tryon inquired if the word “permanently” is a part of the legislative language that is being amended from the original March proposal.

Manager Doyon responded that outside bond counsel assisted the City with the draft language so that it fits state code and the purpose for which it is intended. Without the levy, the City would not be able to sustain its operational needs. The levy would be an ongoing source of revenue to support the needs being proposed.

Commissioner Tryon commented that the word “permanently” means the levy would be funding ongoing services and it makes sense to include it in the ballot language.

Commissioner Wolff explained that the funds allocated to the Great Falls Development Authority (GFDA) helps bring new businesses and economic growth to the community and expands the commercial tax base so that there is less burden on individual taxpayers.

Commissioner Hinebauch reiterated that because of legislative changes, the City had to wait to put the bond on the ballot.

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

Motion carried 5-0.

**NEW BUSINESS**

**20. LABOR AGREEMENT BETWEEN THE CITY OF GREAT FALLS AND THE MONTANA FEDERATION OF PUBLIC EMPLOYEES (MFPE), LOCAL #7796.**

Human Resources Director Gaye McInerney reported that City staff recommends that the Commission approve the Labor Agreement between the MFPE, Local #7796, which consists of 56 employees across nine departments – Administration, Finance, GFFR, Library, Municipal Court, Park and Recreation, Planning and Community Development, Police and Public Works.

The negotiating teams included the following individuals:

Representing the City:  
 Gaye McInerney, HR Director  
 Charles Anderson, Deputy City Manager  
 Melissa Kinzler, Finance Director  
 David Dennis, City Attorney  
 Jeff Newton, Police Chief  
 Steve Herrig, Park & Rec Director

Representing the MFPE:  
 Allison McMaster, President  
 Tony Formell, Vice President  
 Rosa Hugg, Treasurer  
 Alisa Skogen, Secretary  
 Kathleen Vincent, GFFR  
 Tawni Shanks, P&CD

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Doug Alm, Fleet Manager  
 Susie McIntyre, Library Director  
 Kirsten Wavra, Deputy Finance Director  
 Dede Bergan, GFPD Senior Administrative Asst.

Megan Casey, MFPE Field Rep

Members of the negotiating teams worked to update basic contractual language in order to make the agreement clearer, more understandable, and consistent. This included grammatical corrections, updating wording to reflect current terminology, and referencing applicable policies throughout the agreement. The term of the agreement is for two years – July 1, 2023 through June 30, 2025. Longevity pay was bargained to begin after five years of service with a cap after 26 years of service and the longevity payout amounts did not change. The annual clothing allotment was increased to \$150 per year. Employees may not be under the influence of or impaired by, alcohol or controlled substances while on duty. Consistent with the City’s right and obligation to ensure that its operations are free from unsafe drug and alcohol use, and Article 5 of this Agreement, all employees are subject to Section 8 of the City of Great Falls Personnel Policy Manual, the City of Great Falls Alcohol and Controlled Substance Policy and all applicable department policies. Job titles listed on Addendum B were reclassified based on the market competitive survey completed by the Public Sector Personnel Consultants (PSPC). The new wage schedule reflects the market adjustment of the job titles and a 3.0 COLA increase in FY24 and a 3.0 percent COLA increase in FY25. The financial impact of the reclassification or market adjustments of the job titles and a 3.0 percent COLA increase in FY24 is approximately \$273,000. The financial impact of a 3.0 percent COLA increase in FY25 is approximately \$70,000.

**Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission approve the labor agreement between the City of Great Falls and the Montana Federation of Public Employees (MFPE), Local #7796.**

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

Commissioner McKenney commented that there are 14 different items in wages and benefits in the labor agreement and benefits are important. He inquired about the following:

1. The City’s approach to negotiation with unions and what is most important.
2. The labor group’s primary concerns.
3. Are supervisors members of the union.
4. How do labor agreements benefit the City.
5. The turnover rate for the City.

Human Resource Director Gaye McInerney responded to the following questions:

1. The City approaches negotiations in good faith, with preparedness and willingness to work towards a common goal for achieving an agreed upon agreement by both parties.
2. Wages have been the primary concern this year.
3. The agreements pertaining to Agenda Items 20 and 21 do not have supervisors as members of a union; however, there are other contracts that have supervisors as members of a union.

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4. With these two contracts, the unions agreed with the whole premise of random testing for the City’s Alcohol and Controlled Substance Policy. They agreed and understood it, wanted to just bargain it in and they viewed it as a working condition. They brought that to the table, which was a big plus for the City.
5. The turnover rate for June was 1.15, the national average was 3.8 percent, and the average for local government was 1.6 percent.

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

Motion carried 5-0.

**21. LABOR AGREEMENT BETWEEN THE CITY OF GREAT FALLS AND THE MONTANA FEDERATION OF PUBLIC EMPLOYEES (MFPE), CITY OF GREAT FALLS 911 PUBLIC SAFETY COMMUNICATIONS OFFICERS, LOCAL #.**

Human Resources Director Gaye McInerney reported that there are 19 Public Safety Communications Officers (PSCO) positions. The Dispatchers Local approached City Administration in 2022 with a request to separate from the original MFPE collective bargaining unit and become their own local unit. An actual local unit number is in the process of being assigned.

Members of the negotiating teams worked to create the first Collective Bargaining Agreement (CBA) between the two parties. This meant starting from scratch for all terms and conditions ultimately agreed upon in the agreement. The negotiating teams included the following individuals:

Representing the City:

- Gaye McInerney, HR Director
- Charles Anderson, Deputy City Manager
- Melissa Kinzler, Finance Director
- David Dennis, City Attorney
- Jeff Newton, Police Chief

Representing the MFPE:

- Brandon Skogen, President
- Doug Sunderland, Vice President
- Renee Rabe, Secretary
- Steven Scott, Member at Large
- Megan Casey, MFPE Field Rep

In bargaining the new CBA, most of the adopted articles were mirrored off of the MFPE CBA. Key items of change were the term of the agreement is two years – July 1, 2023 through June 30, 2025. Longevity pay was bargained to begin after five years of service with a cap after 26 years of service and longevity payout amounts did not change. A Lead PSCO will serve as the on-duty supervisor and shall receive an additional \$1.75 per hour while serving in this capacity. An employee assigned to train a new PSCO shall receive an additional \$2.00 per hour for all hours worked training a new PSCO. Employees working between the hours of 1900 and 0700 will be paid an additional shift stipend of \$1.50 per hour. Effective July 1, 2023, comp time will no longer be accrued. An annual clothing allotment of \$200, will be applied toward approved uniforms. All employees are subject to Section 8 of the City of Great Falls Personnel Policy Manual, the City of Great Falls Alcohol and Controlled Substance Policy and all applicable department policies. The City encourages the voluntary wellness program maintaining health in Physical Fitness, Medical, and Mental Health, to promote their overall total health and wellness. Completing all of the requirements of the Wellness

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Program will result in two full days off. The new wage schedule reflects a 4.5 percent COLA increase and a 5.5 percent market adjustment in FY24. A 1.0 percent COLA increase and a 3.5 percent market adjustment in FY25. The financial impact of a 5.5 percent market adjustment and a 4.5 percent COLA increase in FY24 is approximately \$77,000. The financial impact of a 3.5 percent market adjustment and a 1.0 percent COLA increase in FY25 is approximately \$42,000.

**Commissioner Wolff moved, seconded by Commissioner McKenney, that the City Commission approve the labor agreement between the City of Great Falls and the Montana Federation of Public Employees (MFPE), City of Great Falls 911 Public Safety Communications Officers, Local # \_\_\_\_.**

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

Commissioner Tryon commented that he is pleased that both labor groups agreed to comply with the City's Alcohol and Controlled Substance Policy. He further commented that even with the wages and benefits, it is a challenge recruiting and retaining employees at the City and it is in competition with other private and public entities for positions.

Commissioner Wolff commended the 911 staff for their efforts with regard to multitasking, professionalism and saving lives.

Mayor Kelly concurred with Commissioner Wolff's comments and added that the 911 operators are hidden heroes.

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

Motion carried 5-0.

**ORDINANCES/RESOLUTIONS**

**CITY COMMISSION**

**22. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Commissioner Wolff commented that she attended a community event last week where a retired couple had lived in Helena and other communities and chose to move to Great Falls because it is a more affordable or less expensive place to live. She expressed appreciation to Lola Galloway, City staff, volunteers and Community Emergency Response Team (CERT) for their efforts with regard to the 4<sup>th</sup> of July Parade.

**23. COMMISSION INITIATIVES.**

None.

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**ADJOURNMENT**

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Kelly, to adjourn the regular meeting of July 5, 2023, at 8:47 pm.**

Motion carried 5-0.

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Mayor Bob Kelly

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Deputy City Clerk Darcy Dea

**Minutes Approved: July 18, 2023**

DRAFT



Commission Meeting Date: July 18, 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**  
<https://greatfallsmt.net/finance/checkregister>

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

ACCOUNTS PAYABLE CHECKS FROM NEW WORLD	06/22/2023-07/05/2023	591,781.23
ACCOUNTS PAYABLE CHECKS FROM MUNIS	06/22/2023-07/05/2023	2,284,830.51
MUNICIPAL COURT CHECKS	06/22/2023-07/05/2023	56,647.42
MISCELLANEOUS ACCOUNTS PAYABLE WIRES	06/22/2023-07/05/2023	2,894,774.51
<b>TOTAL: \$</b>		<u><u>5,828,033.67</u></u>

**GENERAL FUND**

<b>POLICE</b>		
FLOORS & MORE	GFPD CARPET REPLACEMENT	33,156.49

**SPECIAL REVENUE FUNDS**

<b>SUPPORT &amp; INNOVATION</b>		
GF TOURISM BUSINESS IMPROVEMENT DIST	TBID MTH REIMBURSEMENT JUNE 2023	78,091.23
<b>CENTRAL MONTANA AG TECH PARK TID</b>		
US BANK TRUST	CMATP DEBT SERVICE	47,312.50
<b>EAST INDUSTRIAL AG TEC PRK TID</b>		
GREAT FALLS AGRITECH PARK LLC	PAYMENT ON DEVELOPMENT AGREEMENT	190,662.02

**DEBT SERVICE FUNDS**

<b>SOCCER PARK GO BONDS</b>		
US BANK TRUST	GENERAL OBLIGATION REFUNDING BONDS	158,880.63
<b>WEST BANK TID BONDS</b>		
US BANK TRUST	WEST BANK URBAN RENEWAL DEBT SERVICE	49,377.50
US BANK TRUST	WEST BANK URBAN RENEWAL DEBT SERVICE	149,087.50
<b>DOWNTOWN TID BONDS</b>		
US BANK TRUST	DOWNTOWN URBAN RENEWAL DEBT SERVICE	333,712.50
DWTN DEVELOPMENT PARTNERSHIP	TIF REIMBURSE REQUEST RESOLUTION 10477	45,000.00
DWTN DEVELOPMENT PARTNERSHIP	DWTN TIF REIMBURSE RESOLUTION 10476	47,604.01

**CAPITAL PROJECT FUNDS**



<b>DOWNTOWN TID</b>		
TALISMAN CONSTRUCTION SERVICES	CIVIC CENTER FAÇADE	325,067.84
<hr/> <b>ENTERPRISE FUNDS</b> <hr/>		
<b>WATER</b>		
US BANK TRUST	DEBT SERVICE PAYMENT	320,287.50
US BANK TRUST	DEBT SERVICE PAYMENT	319,550.00
US BANK TRUST	DEBT SERVICE PAYMENT	274,412.50
US BANK TRUST	DEBT SERVICE PAYMENT	130,755.00
US BANK TRUST	DEBT SERVICE PAYMENT	86,436.16
GERANIOS ENTERPRISE INC	OF 1432.4 SW SIDE WMR PHASE III/PMNT 6	286,834.72
AE2S	1698.1 PRO. ENG. SERV WTP SOLIDS MIT/pmt20 (SPLIT AMONG FUNDS)	17,975.64
PROSPECT CONSTRUCTION	1637.6 WTP FILTERS PHASE 2/PMNT 13	46,959.16
<b>SEWER</b>		
VEOLIA WATER NORTH AMERICA	RECONCILIATION & SCOPE CHANGES	154,670.43
US BANK TRUST	DEBT SERVICE PAYMENT	236,555.00
US BANK TRUST	DEBT SERVICE PAYMENT	213,580.00
US BANK TRUST	DEBT SERVICE PAYMENT	117,310.00
AE2S	1698.1 PRO. ENG. SERV WTP SOLIDS MIT/pmt20 (SPLIT AMONG FUNDS)	17,975.63
<b>STORM DRAIN</b>		
US BANK TRUST	DEBT SERVICE PAYMENT	150,600.00
US BANK TRUST	DEBT SERVICE PAYMENT	144,183.75
US BANK TRUST	DEBT SERVICE PAYMENT	104,487.50
ED BOLAND CONST	1779.0 CEN AVE/3RD ST DRAIN IMP. PH 1/PMT 2	133,734.37
<hr/> <b>INTERNAL SERVICE FUNDS</b> <hr/>		
<b>INSURANCE &amp; SAFETY</b>		
MT MUNICIPAL INTERLOCAL AUTHORITY	MONTHLY LIABILITY MMIA	25,257.48
<b>CENTRAL GARAGE</b>		
TRACTOR & EQUIPMENT CO	CB10 DOUBLE DRUM STEEL ROLLER	193,000.00
<hr/> <b>TRUST AND AGENCY FUNDS</b> <hr/>		
<b>COURT TRUST MUNICIPAL COURT</b>		
CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	50,063.75
<b>PAYROLL CLEARING</b>		
STATE TREASURER	MONTANA TAXES	51,605.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	53,689.31
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	71,101.59
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	136,561.66
POLICE SAVINGS & LOAN	EMPLOYEE CONTRIBUTIONS	
US BANK	FEDERAL TAXES, FICA & MEDICARE	228,343.42
<hr/> <b>UTILITY BILLS</b> <hr/>		
<b>CLAIMS OVER \$25,000 TOTAL:</b>		\$ <u>5,023,881.79</u>

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

**DATE: July 18, 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>	Finance	NeighborWorks Great Falls	07/18/2023 – 06/30/2024	\$50,000	2022/2023 HOME Investment Partnership Program Agreement to provide funding related to the installation of helical piers at the 46 <sup>th</sup> High School House



Commission Meeting Date: July 18, 2023  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Natatorium Demolition & Restoration, O.F. 1393.8  
**From:** Park and Recreation  
**Initiated By:** Park and Recreation  
**Presented By:** Steve Herrig, Park and Recreation Director  
**Action Requested:** Consideration of Bids and Contract Approval

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (award/not award) a contract to Shumaker Trucking & Excavation Contractors, Inc. in the amount of \$289,775 for the Natatorium Demolition and Restoration and authorize the City Manager to execute the construction contract documents.”

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

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**Staff Recommendation:**

Consideration of a bid award and contract approval for the Natatorium Demolition and Restoration in the amount of \$289,775 to Shumaker Trucking and Excavation Contractors, Inc. and authorize the City Manager to execute the construction contract documents.

**Summary:**

The Natatorium Demolition and Restoration project will include the demolition of the Natatorium and restoration of the area impacted along with sidewalks for a future play structure and pavilion. The project is funded with CDBG funds, but came in over budget. Staff is confident that CDBG funds can be used for the overage, but if not, Park District dollars would need to be used for the overage to complete the project.

**Background:**

The exterior wall of the facility failed in January of 2018 and the facility was closed in December of 2018. The building has been sitting vacant until funds were available for the demolition.

The demolition & restoration design services were provided by TD&H Engineering. The design team will provide project management services. City staff will provide general contract management with the design team and the contractor. City staff is providing grant management.

An Invitation to Bid was advertised two times in the Great Falls Tribune on May 14 & 21, 2023 and posted on the City's web site. One Addendum was issued on May 26, 2023. Bids were due on May 31, 2023.

**Fiscal Impact**

This project is being funded by CDBG, but came in over budget. Staff is working to see if there are other CDBG funds that can be used towards this project.

**Alternatives:**

The City Commission could vote to deny award the bid. However, staff does not feel that rebidding would bring in a different cost and the facility would still be standing.

**Concurrences:**

This project is supported by the City of Great Falls and the Park and Recreation Advisory Board.

**Attachments/Exhibits:**

Certified Bid Tabulation

BID TABULATION									
PROJECT TITLE: Natatorium Demolition PR 6423404 O.F. 1393.8									
ITEM	DESCRIPTION	EST QTY	UNIT	Engineers Cost Estimate		Shumaker Trucking & Excavation Contractors, Inc		Olympus Technical Services, Inc	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
101	Mobilization (5%) Max	1	LS	10,309.80	10,309.80	14000	14,000.00	19000	19,000.00
102	Remove Chain Link Fence	318	LF	2.00	636.00	5	1,590.00	7	2,226.00
103	Abandon Water Service	1	EA	7,500.00	7,500.00	16000	16,000.00	8100	8,100.00
104	Abandon Sanitary Sewer Service	1	EA	2,000.00	2,000.00	2000	2,000.00	8100	8,100.00
105	Abandon Stormwater Service	1	EA	7,500.00	7,500.00	18000	18,000.00	8100	8,100.00
106	Abandon Power, Gas, Comm Services	1	LS	2,500.00	2,500.00	500	500.00	2000	2,000.00
107	Asbestos Containing Materials and LBP Handling & Re	1	LS	35,000.00	35,000.00	51000	51,000.00	69000	69,000.00
108	Structure Demolition and Removal	1	LS	100,000.00	100,000.00	118000	118,000.00	174000	174,000.00
109	Embankment in place	1	LS	21,000.00	21,000.00	37000	37,000.00	113000	113,000.00
110	Top Soil 4" Depth	150	CY	25.00	3,750.00	30	4,500.00	95	14,250.00
111	4" Concrete Sidewalk (4" Crushed Base Course)	790	SF	14.00	11,060.00	16.5	13,035.00	15.6	12,324.00
112	1 1/2" Minus Crushed Base Course (12" depth)	550	SF	5.00	2,750.00	3	1,650.00	8.5	4,675.00
113	Erosion Control and SWPPP	1	LS	2,500.00	2,500.00	2500	2,500.00	3340	3,340.00
114	Miscellaneous Work	10000	UNIT	1.00	10,000.00	1	10,000.00		10,000.00
					<b>\$216,505.80</b>		<b>\$289,775.00</b>		<b>\$448,115.00</b>

SUMMARY	
Bidder	Base Bid
Engineers Cost Estimate	\$216,505.80
Shumaker Trucking & Excavation Contractors, Inc	\$289,775.00
Olympus Technical Services, Inc	\$448,115.00

Bid Tabulations prepared and certified on

*Courtney Lyerly*  
 Courtney Lyerly, Project Engineer  
 TD&H Inc.

6/1/2023

**From:** [Lisa C. Kunz](#)  
**To:** [Bob Kelly](#); [Eric Hinebauch](#); [Joe McKenney](#); [Rick Tryon](#); [Susan Wolff](#)  
**Cc:** [Greg Doyon](#); [Charles Anderson](#); [Steve Herrig](#); [Krista Artis](#)  
**Subject:** FW: Knowles  
**Date:** Tuesday, July 11, 2023 8:10:26 AM

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Good Morning – see comments from Mr. Randall Knowles pertaining to the Natatorium property.

*Lisa Kunz*

City Clerk/Records Manager

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**From:** Lisa C. Kunz  
**Sent:** Tuesday, July 11, 2023 8:09 AM  
**To:** 'knowlesmontana@juno.com' <knowlesmontana@juno.com>  
**Subject:** RE: Knowles

Good Morning Mr. Knowles – thank you for your comments. Your comments will be shared with the Commission and appropriate staff for consideration during the Natatorium Demo & Restoration agenda item at the July 18, 2023 meeting.

Best regards,

*Lisa Kunz*

City Clerk/Records Manager  
 Civic Center Room 204  
 406.455.8451

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**From:** Randall Knowles <[knowlesmontana@juno.com](mailto:knowlesmontana@juno.com)>  
**Sent:** Monday, July 10, 2023 8:22 PM  
**To:** commission <[commission@greatfallsmt.net](mailto:commission@greatfallsmt.net)>  
**Subject:** Knowles

The Natatorium property should be developed to resemble what Lions Park use to function as. Lions park WAS very friendly for handicapped persons to attend group functions, that no longer is the case. The NAT property could be developed into 2 quasi Lions park, an east & a west group area, the key is parking for handicapped and parking for those who are in charge of bringing all of the picnic (event) goodies...  
 randy

Once a year we throw a party here in town  
 Once a year we turn all Paris upside down  
 Ev'ry man's a king and ev'ry king's a clown  
 Once again it's Topsy Turvy Day  
*Music and lyrics by Alan Menken and Stephen Schwartz*

– Randall Gene Knowles, 3017 Ninth Avenue South, Great Falls, MT 59405-3421 voice, cell,  
& text **406-799-1547** [KnowlesMontana@Juno.com](mailto:KnowlesMontana@Juno.com)





Commission Meeting Date: July 18, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Great Falls Police Department, FY 2024 School Resource Officer Agreement

**From:** Great Falls Police Department

**Initiated By:** Captain Robert Moccasin – Great Falls Police Department

**Presented By:** Chief Jeff Newton

**Action Requested:** Approve the 2023-2024 School Resource Officer Agreement

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) the 2023-2024 School Resource Officer Agreement between the City of Great Falls and the Great Falls Public School District.”

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

**Staff Recommendation:** Staff recommends that the City Commission approve the 2023-2024 School Resource Officer Agreement.

**Background:** The City agree to provide the District with four confirmed Police Officers and equipment necessary to provide SRO services. The District shall pay the City quarterly installments of \$86,292.75 for a total amount of \$345,171.00.

The AGREEMENT formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build positive relationships between law enforcement and the youth in our community, with the goal of reducing crime committed by juveniles and young adults. This AGREEMENT delineates the mission, terms, goals and procedures of the School Resource Officer (hereinafter "SRO") Program as a joint cooperative effort between the District and the City, through the Great Falls Police Department. The success of this program relies upon the effective communication between all involved parties.

Moreover, the SRO's will establish a trusting channel of communication with students, parents and school staff. The SRO's will serve as a positive role model to instill in student's good moral standards, good judgment and discretion, respect for others, and a sincere concern for the school community. The SRO's will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement, as well as consequences for violations of the law. The SRO's can serve as

confidential sources of informal counseling for students and parents concerning problems they face, as well as providing information on community resources available to them.

**Fiscal Impact:** This agreement provides for 75% of the wages and any associated equipment for the four confirmed Police Officers to provide SRO services to the District. This agreement funds \$345,171.00 from the District for the city's fiscal year 2024 which are made in quarterly payments to the City. The City funds \$114,017 of the total cost of \$459,188 to provide SRO services for 2023-2024 school year.

**Alternatives:** The Commission could choose to deny the Agreement. The denial of this Agreement will not allow the funding or staffing of 4 police officers to provide SRO services to the District and would add fiscal impact to the City to fund these officers.

**Attachments/Exhibits:**

2023-2024 School Resource Officer Agreement

**2023-2024 SCHOOL RESOURCE OFFICER AGREEMENT**  
Between the City of Great Falls and the Great Falls Public School District

This AGREEMENT is made and entered into by and between the City of Great Falls, a municipal corporation of the State of Montana, 2 Park Drive South, Great Falls, Montana 59401 , (hereinafter "City") and the Great Falls Public School District Number 1 and A, (hereinafter "District"), 1100 4<sup>th</sup> Street South, Great Falls, Montana 59405.

**SECTION 1. PURPOSE**

The AGREEMENT formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build positive relationships between law enforcement and the youth in our community, with the goal of reducing crime committed by juveniles and young adults. This AGREEMENT delineates the mission, terms, goals and procedures of the School Resource Officer (hereinafter "SRO") Program as a joint cooperative effort between the District and the City, through the Great Falls Police Department (hereinafter the "Police Department"). The success of this program relies upon the effective communication between all involved parties.

**SECTION 2. TERM AMOUNTS and LIABILITIES**

The term of this AGREEMENT shall begin August 30<sup>th</sup>, 2023 and end on June 1<sup>st</sup>, 2024. The parties may renew this AGREEMENT only by written agreement or addendum hereto, which must be executed by both parties.

The City does hereby agree to provide the District with four confirmed Police Officers and equipment necessary to provide SRO services. The District shall pay the City quarterly installments of \$86,292.75, for a total amount of \$345,171.00 as follows: Quarterly payments will be due on or before September 24<sup>th</sup>, 2023; December 31<sup>st</sup>, 2023; March 31<sup>st</sup>, 2024 and June 30<sup>th</sup>, 2024. The aforesaid charges are based on a full one-hundred eighty-seven (187) day school session and the same shall be adjusted on a pro rata basis to reflect any additional school days.

In the event that an SRO is absent from work for five consecutive instructional days, then beginning with the sixth consecutive day of absence and continuing through the absence, the Police Department may assign another officer to substitute for the SRO. If a substitute officer is not available to the Great Falls Public School District starting on the sixth consecutive instructional day, the Great Falls Public School District payment will be pro-rated for the period of time that an officer was not available.

The parties agree that their respective employees, students and/or agents are not to be considered employees of the other party for any purpose. The parties agree to comply with all federal, state and local laws, rules and regulations, including safety rules, codes and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. The parties, as to their own employees, shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA, and shall maintain workers' compensation coverage for all employees, except for those members who are exempted as independent contractors under the provisions of 39-71-401, MCA.

To the fullest extent permitted by law and subject to the applicable limitations set forth in Mont. Code Ann. §2-9-108, the parties shall mutually indemnify, defend and hold harmless the other against, and from, any and all liability, costs, damages, claims or causes of action which may arise out of that party's officers, employees, agents, and students' performance under this agreement.



### SECTION 3. MISSION and GOALS

The mission of the SRO Program is the reduction and prevention of school-related violence and crimes committed by juveniles and young adults and to build relationships between law enforcement and the youth community. The SRO Program aims to create and maintain safe, secure and orderly learning environments for students, teachers and staff. This is accomplished by assigning a Law Enforcement Officer as an SRO, who is employed by the Police Department to the District facilities on a permanent basis.

Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators/staff and parents. Goals of the SRO Program include, but are not limited to:

1. Reducing incidents of school violence and crime;
2. Maintaining a safe and secure environment on school grounds;
3. Reducing criminal offenses committed by juveniles and young adults;
4. Establishing a rapport between the SRO and the student population; and
5. Establishing a rapport between the SRO and parents, faculty, staff and administrators.

Moreover, the SRO's will establish a trusting channel of communication with students, parents and school staff. The SRO's will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for others, and a sincere concern for the school community. The SRO's will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement, as well as consequences for violations of the law. The SRO's can serve as confidential sources of informal counseling for students and parents concerning problems they face, as well as providing information on community resources available to them.

The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers). Under this framework, each SRO is first and foremost a law enforcement officer for the Police Department. Additionally, the SRO's are extensions of the school administration and will be recognized as school officials. The SRO's shall be responsible for carrying out all duties and responsibilities of law enforcement officers and shall remain at all times under the control, through the chain of command, of the Police Department. All acts of commission or omission shall conform to the guidelines of the Police Department directives. Although the SRO's may assist with the enforcement of the District's code of conduct, discipline related to such matters is the responsibility of District teachers and administrators.

Although the SRO's have been placed in a formal educational environment, they are not relieved of the official duties as enforcement officers. The SRO's shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with Montana state law and department policy.

The SRO's, the Police Department, and/or appropriate prosecuting agencies will have the final decision on whether criminal charges shall be filed. The Police Department reserves the right to temporarily remove the SRO's in the event that it determines, in its sole discretion, that additional officers are needed during a critical incident or natural disaster.

### SECTION 4. DUTIES AND RESPONSIBILITIES

- A. The responsibilities of the SRO's include but are not be limited to:
  1. Act as employees of the Police Department and be subject to the administration, supervision and control of the Police Department;



2. Abide with all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this AGREEMENT;
3. Enforce criminal law and protect the students, staff, and public at large against criminal activity. School authorities and the parents of any student criminally charged shall be notified as quickly as possible by the SRO's;
4. Complete reports and investigate crimes and conduct follow-up investigations as assigned by the SRO supervisors;
5. Abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the District. The SRO's will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight;
6. Be highly visible throughout the campus, yet be unpredictable in their movements. For officer safety reasons, the SRO's shall not establish any set routine, which allows predictability in their movements and their locations;
7. Confer with the school administration to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities;
8. Provide information concerning questions about law enforcement topics to students and staff;
9. Attend law enforcement agency in-service trainings as required. Reasonable attempts will be made to schedule such trainings to minimize SRO absence from school on an instructional day;
10. Attend meetings of parent and faculty groups to improve their understanding of the SRO Program and to promote awareness of law enforcement functions;
11. Be familiar with community agencies offering assistance to youths and their families such as mental health clinics, drug treatment centers, etc., and may make recommendations to the families when appropriate;
12. Act as the designee of the campus administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters. This includes building(s), grounds, parking lot(s), lockers and other public school property;
13. Be involved in school discipline but only when it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO's will assist in resolving the problem to preserve the school climate. Regarding school code violations that disrupt the school learning environment, the SRO's will take the student to a school administrator's office for discipline to be meted out by school officials;
14. Share information with the school administrator(s) about persons and conditions that pertain to all District campus safety concerns;

15. Wear business casual attire with appropriate logos and/or badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or police department;
  16. Wear Police Department authorized duty weapons in accordance with Police Department policy;
  17. Not transport students in Police Department vehicles except when in the SRO's judgment, the students are victims of a crime, under arrest, or some other unique circumstances exist;
  18. As soon as reasonably possible, in the event an SRO is absent from work, notify his or her supervisor in the Police Department and the principal of the school(s) to which the SRO is assigned; and
  19. At the School Administrator's request, take appropriate law enforcement action against unwanted guests or trespassers who may appear at the school and school related functions, to the extent that the SRO's may do so under the authority of the law.
  20. The responsibilities of the Police Department SRO supervisors include but are not limited to:
    1. Coordinate work assignments of the SRO's;
    2. Ensure SRO's compliance with Police Department directives;
    3. Coordinate scheduling and work hours of the SRO's (Vacation requests, sick leave, etc.). It is the intent of the parties that the SRO's duty hours shall conform to the school day;
    4. Work with the schools to make any needed adjustments to the SRO program throughout the school year;
    5. Complete the SRO's annual performance evaluation. The SRO supervisor will request feedback from the schools designated contact person during the evaluation process;
    6. In their sole discretion, as agents of the Police Department, hire, discharge, and discipline SRO's; and
    7. Serve as liaisons between the Police Department and District Administrators in order to resolve matters of mutual concern.
- C. The responsibilities of the District Administrators and staff include but are not limited to:
1. Provide the SRO's with private, appropriately furnished office space at the assigned primary school that can be secured. This may include but is not limited to desks with drawers, chairs, filing cabinets for files and records which can be properly locked and secured, telephones and computers;
  2. Seek input from the SRO's regarding criminal justice problems relating to students and site security issues;



3. Notify the SRO's as soon as reasonably possible when school personnel discover weapons, drugs, alcohol, or other illegal contraband on school property. Even if the possession of the contraband is not prohibited by federal, state or local laws or regulations, if the possession of the contraband is a violation of District policy or the student handbook, the contraband may be confiscated and turned over to the SRO's to be properly secured and/or disposed of;
4. Timely notify the SRO's with the names of specific individuals who are not allowed on school property, and shall notify the SRO's of any anticipated parental problems resulting from disciplinary action taken against a student;
5. Work cooperatively with the Police Department to make any needed adjustments to the SRO Program throughout the year;
6. Allow SRO's to view records maintained by the school (Power School, Mileposts) as deemed necessary in the course of their official duties. The SRO's will maintain the same level of confidentiality with regards to school records as they would with any police records, which is dictated by Police Department policy and applicable law; and
7. Consider as hours worked under this AGREEMENT, time spent by SRO's attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO.

#### SECTION 5. NON-DISCRIMINATION

The parties agree that in the performance of this AGREEMENT, they will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law.

#### SECTION 6. DEFAULT AND TERMINATION

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

#### SECTION 7. APPLICABILITY

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

#### SECTION 8. BINDING EFFECT

This AGREEMENT and all of the covenants hereof shall inure to the benefit and be binding upon the City and the District respectively and their successors, assigns and legal representatives. Neither the City nor the District shall have the right to assign or transfer their interest or obligations hereunder without written consent of the other party.

SECTION 9. AMENDMENTS

Any amendment or modification of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by the persons duly authorized on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

EXECUTED BY:  
GREAT FALLS PUBLIC SCHOOLS, District No. 1 and A

By: [Signature]

Print Name: Thomas G. Moore

Print Title: Superintendent

GREAT FALLS PUBLIC SCHOOLS, District No. 1 and A

By: [Signature]

Print Name: Brian Patrick

Print Title: Director of Business Operation

CITY OF GREAT FALLS, MONTANA

\_\_\_\_\_  
Greg Doyon  
City Manager  
City of Great Falls

ATTEST:

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

APPROVED AS TO FORM\*:

By: \_\_\_\_\_  
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.





Commission Meeting Date: July 18, 2023  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Set Public Hearing for Resolution 10514 to Levy and Assess the General Boulevard District No. 3570

**From:** Melissa Kinzler, Finance Director

**Initiated By:** Annual Budget and Assessment Process

**Presented By:** Melissa Kinzler, Finance Director

**Action Requested:** City Commission set public hearing date of August 15, 2023 for Resolution 10514 to Levy and Assess the General Boulevard District No. 3570

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (set/not set) the public hearing for Resolution 10514 to levy and assess the General Boulevard District for August 15, 2023.”

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

**Staff Recommendation:** Staff recommends the City Commission set a public hearing date for August 15, 2023.

**Background:** The Park and Recreation Department, Natural Resources - Boulevard Division is responsible for the care and maintenance of over 15,000 street trees located within the General Boulevard District. Services provided within the District are pruning, removal, planting and streetscape design.

The budget development process begins in January of each year when the Natural Resources - Boulevard Division receives its midyear financial reports. The midyear reports, and subsequent reports, are used to determine the current financial position of the division. Information is gathered regarding the actual and anticipated expenses, future projects, goals and objective of the department.

After calculating all factors pertinent to the operation of the Natural Resources - Boulevard Division, an assessment amount for the next fiscal year is calculated, proposed and presented to the City Commission for approval. For Fiscal Year 2024, the boulevard assessment is increasing 6% or \$5.77 for the average size lot to cover the increased costs of operations (i.e. personnel, tree planting, fuel, etc.). The last General Boulevard increase of 12% was approved in Fiscal Year 2023. There were no assessment increases in Fiscal Years 2021 or 2022 to aid in the economic recovery from COVID-19.

In order to legally provide for the necessary assessment support, State laws require City Commission hearings and passage of authorizing resolutions. MCA Sections 7-12-4102, 4176, and 4179 authorize the City Commission to create and assess the costs of work, improvements, and maintenance to the owners of property within the boundaries of such district.

As part of the annual budget development and adoption procedures, the General Boulevard Maintenance District Assessment Resolution must be submitted for City Commission action. A public notice and hearing is required prior to final passage of the assessment resolution.

**Fiscal Impact:** Adoption of Resolution 10514 will allow the City to finance the costs of work, improvements and maintenance conducted each year in the General Boulevard District.

The estimated assessment amount for the General Boulevard District for the next fiscal year is the amount reflected in the Fiscal Year 2024 Budget. This equates to an estimated assessment of \$0.013581 per square foot, for a total of \$481,875 and will result in an assessment of approximately \$101.86 for an average size lot of 7,500 square feet (7,500 sq. ft. x 0.013581 factor = \$101.86.)

**Alternatives:** The City Commission could choose to not set the public hearing and thereby deny the adoption of Resolution 10514 to Levy and Assess the General Boulevard District; however, the reduction in services to trim, prune, spray, and maintain the trees within the district would be harmful and devastating to the overall shelter and beauty provided by the street trees to the community.

**Concurrences:** Park and Recreation staff is responsible for the operation expenses of the Boulevard District Fund. Finance staff is responsible for assessing and collecting the revenues necessary to carry out the operations.

- Attachments/Exhibits:**
- Resolution 10514
  - Legal Notice for Public Hearing
  - Map of the General Boulevard District

**RESOLUTION NO. 10514**

**A RESOLUTION LEVYING AND ASSESSING THE COST OF MAINTAINING BOULEVARDS IN THE GENERAL BOULEVARD DISTRICT NO. 3570 OF THE CITY OF GREAT FALLS, MONTANA FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024**

**WHEREAS**, the Great Falls City Commission did create a General Boulevard Maintenance District No. 3570 by Resolution 3570 on January 2, 1946; and

**WHEREAS**, the City Commission did amend and exclude Lots 8-14, Block 34 of Boston and Great Falls Addition, from the boundaries of the General Boulevard District by Resolution 8132 on September 1, 1987, in accordance with Mont. Code Ann. § 7-12-4335; and

**WHEREAS**, the City intends to continue trimming, pruning, spraying, and otherwise maintaining the trees within said district, except when such maintenance conflicts with other provisions of the Official Code of the City of Great Falls; and

**WHEREAS**, on July 18, 2023, the City Commission adopted Resolution 10509, Annual Budget Resolution, in which the estimated assessment for such maintenance within the General Boulevard Maintenance District No. 3570 was reflected as FOUR-HUNDRED EIGHTY-ONE THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$481,875); and

**WHEREAS**, in accordance with Mont. Code Ann. § 7-1-4127, notice was published setting forth that Resolution No. 10514 Levying and Assessing the Cost of Maintaining Boulevards in the General Boulevard Maintenance District No. 3570 would be brought before the Great Falls City Commission for public hearing on August 15, 2023.

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

Section 1 – Maintenance Costs Assessed

The cost of maintaining boulevards in General Boulevard Maintenance District No. 3570, totaling \$481,875, be levied and assessed upon the properties in said district for the fiscal year ending June 30, 2024.

Section 2 – Maintenance Assessment Method

Each lot and parcel within the district be assessed in proportion to its square footage. The procedure for determining the square footage to be assessed is the total square footage as set forth in Exhibit “A” of Resolution 6202 adopted by the Great Falls City Commission on July 22, 1968, and presently on file in the office of the City Clerk.

Section 3 – Assessment Due Date

Assessments are payable in two payments and will become delinquent at 5:00 o'clock p.m. on November 30, 2023 and May 31, 2024.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 15<sup>th</sup> day of August, 2023.

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

ATTEST:

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

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

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

Attention Legal Ads

## NOTICE OF PUBLIC HEARING

Notice is hereby given that Resolution No. 10514 titled “A Resolution Levying and Assessing the Cost of Maintaining Boulevards in the General Boulevard District No. 3570” will be brought before the Great Falls City Commission for public hearing in the Commission Chambers Room 206, Civic Center Building, 2 Park Drive South, Great Falls, Montana, on Tuesday, August 15, 2023, at 7:00 o’clock p.m. Any interested person may appear and speak for or against said Resolution 10514 or submit in writing any comments to the City Clerk prior to or during the Commission Meeting.

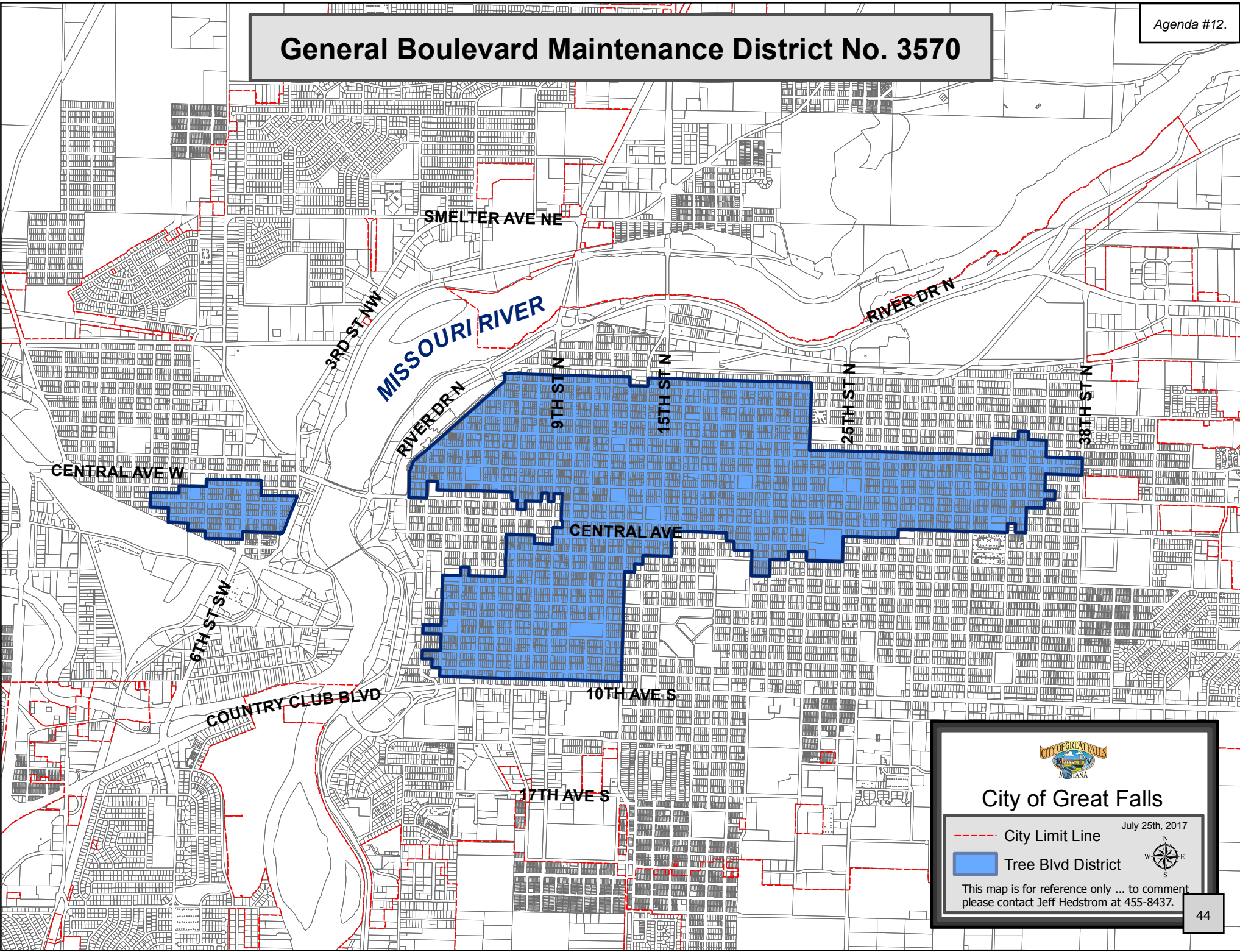
Documents pertaining to this agenda item are posted on the City’s website at <https://greatfallsmt.net> under “Meetings,” and are on file for public inspection during regular office hours at the City Clerk’s Office, 2 Park Drive South, Room 204, Great Falls, MT, or contact us at (406) 455-8451.

/s/ Lisa Kunz  
City Clerk

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DO NOT PUBLISH BELOW THIS LINE:  
Publication dates: July 23 and 30, 2023

# General Boulevard Maintenance District No. 3570



  
**City of Great Falls**  
July 25th, 2017

--- City Limit Line  
■ Tree Blvd District

This map is for reference only ... to comment please contact Jeff Hedstrom at 455-8437.





Commission Meeting Date: July 18, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Set Public Hearing for Resolution 10515 to Levy and Assess Great Falls Park District No. 1 for August 15, 2023

**From:** Melissa Kinzler, Finance Director

**Initiated By:** Annual Budget and Assessment Process

**Presented By:** Melissa Kinzler, Finance Director

**Action Requested:** City Commission set public hearing date of August 15, 2023 for Resolution 10515 to Levy and Assess Great Falls Park District No. 1

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (set/not set) the public hearing for Resolution 10515 to levy and assess Great Falls Park District No.1 for August 15, 2023.”

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

**Staff Recommendation:** Staff recommends the City Commission set a public hearing date for August 15, 2023.

**Background:** On June 5, 2018, the City Commission adopted Resolution 10238 creating the Great Falls Park District Number 1. The boundaries of the District are the current incorporated limits of the City, as well as all properties later annexed thereto.

The Park District's overall purpose is to utilize assessment dollars and direct those monies to:

- Maintenance, repair, replacement, upkeep, installation, improvements, operation enhancement, construction, acquisition of land;
- Implementation of measures required to maintain public health and safety or meet legal or regulatory requirements;
- Purchase, replace and/or maintain equipment, tools or vehicles used to carry out the functions described herein; and/or
- Other functions, labor, supplies and/or materials necessary for management and maintenance of City-owned facilities, lands, and equipment under the responsibility and care of the City of Great Falls Park and Recreation Department including but not limited to:

- Public parks and park areas (as described in the City of Great Falls Park and Recreation Master Plan), recreation facilities, trails, open space, urban forest, medians, boulevards, pathways, sidewalks, public easements, and other facilities which are located in the city limits and/or are owned by the City.

The Park District's revenue may not be used for programming.

According to Mont. Code Ann. Sections 7-11-2021 and 1025, prior to annually levying assessments necessary to carry out the services to be performed in the District, each year the Commission shall specify the method of assessment for the lots of parcels of land located in the District, publish notice, and conduct a public hearing on such assessment before finally adopting a resolution levying assessments against the lots of parcels of land in the District. The Commission must annually adopt a resolution establishing the annual assessment for the District.

**Fiscal Impact:** The cost of the proposed improvements for the Great Falls Park District No. 1 is \$1,500,000 annually. Fiscal Year 2024 is year 6 of the assessment.

The annual assessment shall be based on the taxable value of each parcel within the District for a total of \$1,500,000 district-wide. The City will not receive current taxable value information from the Montana Department of Revenue until August approximately. Therefore, based on last year's valuations, the estimated annual assessment for a \$100,000 market value property would be \$24.44. For a \$200,000 market value property, the estimated annual assessment is \$48.88. For a \$300,000 market value property, the estimated annual assessment is \$73.32.

**Alternatives:** The City Commission could choose to not set the public hearing and thereby deny Resolution 10515 to Levy and Assess Great Falls Park District No. 1. However, the reduction in services and improvements to the park system including facilities and the urban forest, or maintenance will not improve and facilities will deteriorate or close.

**Concurrences:** Park and Recreation staff is responsible for the operational expenses of the Park District Number 1. Finance staff is responsible for assessing and collecting the revenue necessary to carry out the operations.

**Attachments/Exhibits:**

Resolution 10515

Legal Notice for Public Hearing



**RESOLUTION NO. 10515****A RESOLUTION LEVYING AND ASSESSING THE COST OF IMPROVEMENTS AND MAINTENANCE IN THE GREAT FALLS PARK DISTRICT NUMBER 1 OF THE CITY OF GREAT FALLS, MONTANA FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024**

**WHEREAS**, the City Commission did create Great Falls Park District No. 1 (hereinafter “District”) by adoption of Resolution 10238 on June 5, 2018; and

**WHEREAS**, said Resolution 10238 set forth the boundaries of the District, the method of governing the District, the assessment method, estimated cost of the District and method of financing, payment of the assessment, list of properties available and the duration of the District. The District was established for the purpose of providing services including but not limited to:

- Maintenance, repair, replacement, upkeep, installation, improvements, operation enhancement, construction, reconstruction, acquisition of land;
- Implementation of measures required to maintain public health and safety or meet legal or regulatory requirements;
- Purchase, replace and/or maintain equipment, tools or vehicles used to carry out the functions described herein; and/or
- Any other functions, labor, supplies and/or materials necessary for management and maintenance of City-owned facilities, lands, and equipment under the responsibility and care of the City of Great Falls Park and Recreation Department including but not limited to:
  - Public parks and park areas (as described in the City of Great Falls Park and

Recreation Master Plan), recreation facilities, trails, open space, urban forest, medians, boulevards, pathways, sidewalks, public easements, and other facilities which are located in the city limits and/or are owned by the City; and

**WHEREAS**, pursuant to Montana Code Annotated, Title 7, Chapter 11, Part 10 (the “Act”) and in accordance with the provisions of Title 7, Chapter 7, Part 44, the City is permitted to issue revenue bonds in one or more series (collectively, the “Bonds”) to fund costs of improvements in the District, and pursuant to Ordinance No. 3228 adopted on May 4, 2021, the City Commission established the authority of the City to levy assessments each year against the properties in the District in an amount necessary to pay debt service on any outstanding Bonds.

**WHEREAS**, on July 18, 2023, the City Commission adopted Resolution 10509, Annual Budget Resolution, in which the estimated assessment for such maintenance and improvements (including debt service on Bonds) within the District was reflected as ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000); and

**WHEREAS**, in accordance with Mont. Code Ann. § 7-11-1024 and § 7-1-4127, notice was published setting forth that Resolution No. 10515 Levying and Assessing the Cost of the Great Falls Park District No. 1 would be brought before the Great Falls City Commission for public hearing on August 15, 2023.

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

Section 1 – Costs Assessed

The cost of maintenance and improvements (including debt service on Bonds) in the District, totaling \$1,500,000, be levied and assessed upon the properties in the District for the fiscal year ending June 30, 2024.

Section 2 –Assessment Method

Each lot or parcel of land, including improvements on the lot or parcel, will be assessed for that part of the cost of the District that its taxable valuation bears to the total taxable valuation of the properties within the District.

Section 3 – Assessment Due Date

Assessments are payable in two payments and will become delinquent at 5:00 o'clock p.m. on November 30, 2023 and May 31, 2024.

Section 4 – Office of Record

The official list of properties subject to potential assessment, fees or taxation of the District is on file and available for public inspection in the City Clerk’s office, and further that such list is the last completed property tax record maintained by the Department of Revenue for the county. The City Clerk’s office is designated as the office of record for the minutes to be maintained.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana,  
this 15<sup>th</sup> day of August, 2023.

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

ATTEST:

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

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

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

Attention Legal Ads

## NOTICE OF PUBLIC HEARING

Notice is hereby given that Resolution No. 10515 titled “A Resolution Levying and Assessing the Cost of Improvements and Maintenance in the Great Falls Park District Number 1 of the City of Great Falls, Montana for the Fiscal Year Beginning July 1, 2023 and Ending June 30, 2024” will be brought before the Great Falls City Commission for public hearing in the Commission Chambers Room 206, Civic Center Building, 2 Park Drive South, Great Falls, Montana, on Tuesday, August 15, 2023, at 7:00 o’clock p.m. Any interested person may appear and speak for or against said Resolution 10515 or submit in writing any comments to the City Clerk prior to or during the Commission Meeting.

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

/s/ Lisa Kunz  
City Clerk

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DO NOT PUBLISH BELOW THIS LINE:

Publication dates: July 23 and 30, 2023



Commission Meeting Date: July 18, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Set Public Hearing for Resolution 10516 to Levy and Assess Properties within Special Improvement Lighting Districts

**From:** Melissa Kinzler, Finance Director

**Initiated By:** Annual Budget and Assessment Process

**Presented By:** Melissa Kinzler, Finance Director

**Action Requested:** City Commission set public hearing date of August 15, 2023 for Resolution 10516 to Levy and Assess Properties within Special Improvement Lighting Districts

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (set/not set) the public hearing for Resolution 10516 to levy and assess properties within Special Improvement Lighting Districts for August 15, 2023.”

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

**Staff Recommendation:** Staff recommends the City Commission set a public hearing date for August 15, 2023.

**Background:** There are currently 27 Special Improvement Lighting Districts (SLD's) with approximately 9,429 roadway lights. The majority (97%) of the roadway lights are owned by Northwestern Energy. The City pays a maintenance fee to Northwestern Energy for these lights in addition to a fee which covers the electrical transmission and distribution. The electrical supply for the street lights is currently being furnished by Energy Keepers. The remaining 3% of roadway lighting is City-owned. The Special Improvement Lighting District funds are administered by the Finance Department. The purpose of the funds is to maintain the light poles and furnish electrical supply for the lighting districts throughout the year. After determining financial factors pertinent to the operation of the special improvement lighting districts, an assessment amount for the next fiscal year is calculated, budgeted and presented to the City Commissioners for approval.

As part of the annual budget development and adoption procedures, the Special Improvement Lighting Districts Assessment Resolution must be submitted for City Commission action. A public notice and hearing is required prior to final passage of the assessment resolution.

**Fiscal Impact:** Adoption of Resolution 10516 will allow the City to fund the operational and maintenance costs required in the Special Improvement Lighting Districts for the fiscal year.

The estimated assessment amount for the Special Improvement Lighting District funds for the next fiscal year is \$1,325,660. After review of the budget and the estimated assessment for Fiscal Year 2024, the total assessment amount reflects an aggregate 14.1% increase from the prior fiscal year. It is important to note that not all districts will have an increased assessment this year. Only those districts without a sufficient cash balance to cover the cost of operations will be increased (shown in Exhibit A). The largest contributor to the increased annual assessment is increased electricity costs. The city’s electricity supply cost has increased 200%. Many districts have been using their fund balance in recent years to offset assessment increases. In most districts, the fund balance cannot offset the large electricity increase.

<u>BUDGETED</u>	
<u>TOTAL ASSESSMENT</u>	<u>FISCAL YEAR</u>
\$ 1,159,589	2017/2018 (27 Districts)
\$ 1,164,252	2018/2019 (27 Districts)
\$ 1,170,052	2019/2020 (27 Districts)
\$ 1,123,242	2020/2021 (27 Districts)
\$ 1,111,842	2021/2022 (27 Districts)
\$ 1,161,507	2022/2023 (27 Districts)
\$ 1,325,660	2023/2024 (27 Districts)

The Fiscal Year 2024 assessment per district is indicated on the Lighting Districts Maintenance Budget & Assessment Worksheet attached as Exhibit "A" and made a part of Resolution 10516.

**Alternatives:** The City Commission could choose to not set the public hearing and thereby deny the adoption of Resolution 10516; however, there will either be a reduction in services or some districts may have a negative cash balance.

**Concurrences:** Public Works staff is responsible for the maintenance of all City-owned lights. Finance staff is responsible for assessing and collecting revenues.

- Attachments/Exhibits:**  
 Resolution 10516  
 Exhibit A  
 Legal Notice

**RESOLUTION NO. 10516**

**A RESOLUTION LEVYING AND ASSESSING THE COST OF MAINTAINING SPECIAL IMPROVEMENT LIGHTING DISTRICTS (SLD’S) NUMBERED 18, 650, 651, 912, 973, 1067A, 1105, 1230, 1255, 1261, 1269, 1270, 1289, 1290, 1294, 1295, 1296, 1297, 1298, 1302, 1303, 1304, 1305, 1306, 1308, 1309 AND 1310 IN THE CITY OF GREAT FALLS, MONTANA, FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024**

**WHEREAS**, the City Commission declares that the above-captioned Special Improvement Lighting Districts were created, lighting systems installed and that the City intends to continue maintenance of such lighting systems in said SLD's; and

**WHEREAS**, the City Commission declares that each lot or parcel of land contained in each of said SLD's will continue to be benefited by such lighting in the same manner as determined in the creation of each Special Improvement Lighting District; and

**WHEREAS**, on July 18, 2023, the City Commission adopted Resolution 10509, Annual Budget Resolution. The budgeted amounts for maintenance of the City’s lighting systems were reviewed and adjusted. The newly adjusted assessment amount totals ONE MILLION THREE HUNDRED TWENTY-FIVE THOUSAND SIX HUNDRED SIXTY DOLLARS (\$1,325,660); and

**WHEREAS**, in accordance with § 7-1-4127, MCA, notice was published setting forth that Resolution No. 10516 Levying and Assessing the Cost of Maintaining Special Improvement Lighting Districts (SLD’s) Nos. 18, 650, 651, 912, 973, 1067A, 1105, 1230, 1255, 1261, 1269, 1270, 1289, 1290, 1294, 1295, 1296, 1297, 1298, 1302, 1303, 1304, 1305, 1306, 1308, 1309 and 1310 in the City of Great Falls, Montana, would be brought before the Great Falls City Commission for public hearing on August 15, 2023.

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

Section 1 – Maintenance Costs Assessed

The cost of maintenance for said lighting systems in the above-captioned SLD's totaling \$1,325,660 be levied and assessed upon the properties in said SLD's.

Section 2 – Assessment Method

Each lot and parcel within each SLD is hereby assessed a proportion of the maintenance costs attributed to the SLD in the proportion to which its assessable area (individual square feet) bears to the area of the whole special improvement lighting district (total square feet), exclusive of streets, avenues, alleys and public places. An assessment projection summary of each district, describing total cost, is attached hereto and, by this reference, incorporated herein as if fully set

forth. The description of each lot or parcel of land within each SLD and the respective assessments are set forth in the records of the Finance Department of the City of Great Falls, Montana and by this reference is also incorporated herein as if fully set forth.

Section 3 – Assessment Due Date

Assessments are payable in two payments and will become delinquent at 5:00 o'clock p.m. on November 30, 2023 and May 31, 2024.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 15<sup>th</sup> day of August, 2023.

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

ATTEST:

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

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

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



**FY2024 LIGHTING DISTRICTS BUDGET & ASSESSMENT WORKSHEET  
RESOLUTION 10516 - EXHIBIT "A"**

	DISTRICT	DISTRICT TYPE	FUND	FY 2024 PROJECTED BEGINNING CASH	FY 2024 REQUESTED TOTAL EXPENSES	FY 2024 ESTIMATED ASSESSMENT	FY 2024 ENDING CASH	TARGET CASH BALANCE	FY 2023 ASSESSMENT	FY 2024 ASSESSMENT	\$ DIFF (+/-)	% DIFF (+/-)
1	18	STREET	8402	\$ 3,715	\$ 2,689	\$ 2,700	\$ 3,727	\$ 1,344	\$ 2,700	\$ 2,700	\$ -	0%
2	650	PERIOD	8403	56,575	677	500	56,399	338	500	500	0	0%
3	651	STREET	8404	2,295	3,854	4,000	2,441	1,927	2,000	4,000	2,000	100%
4	912	STREET	8405	20,917	12,055	10,000	18,862	6,027	10,000	10,000	0	0%
5	973	STREET	8406	24,045	203	40	23,882	102	40	40	0	0%
6	1067A	ALLEY	8407	4,306	5,400	5,000	3,906	2,700	4,400	5,000	600	14%
7	1105	STREET	8408	1,864	4,307	4,600	2,158	2,153	3,850	4,600	750	19%
8	1230	STREET	8409	549	201	170	518	100	170	170	0	0%
9	1255	STREET	8410	1,164	401	350	1,112	201	350	350	0	0%
10	1261	PERIOD	8411	20,793	10,657	8,500	18,636	5,328	7,000	8,500	1,500	21%
11	1269	PERIOD	8412	100,732	36,761	22,500	86,471	18,381	18,000	22,500	4,500	25%
12	1270	PERIOD	8413	19,517	17,326	11,000	13,191	8,663	8,500	11,000	2,500	29%
13	1289	STREET	8414	5,562	14,503	15,000	6,058	7,252	12,207	15,000	2,793	23%
14	1290	STREET	8415	1,228	1,235	1,100	1,093	617	900	1,100	200	22%
15	1294	SLDA	8416	107,393	163,883	150,000	93,509	81,942	135,000	150,000	15,000	11%
16	1298	SLDI	8417	(12,354)	24,282	26,000	(10,636)	12,141	13,240	26,000	12,760	96%
17	1295	SLDC	8418	89,245	59,758	54,000	83,487	29,879	54,000	54,000	0	0%
18	1296	SLDR	8419	850,443	1,049,220	950,000	751,223	524,610	855,750	950,000	94,250	11%
19	1297	SLDT	8420	1,281	54,117	55,000	2,163	27,059	27,500	55,000	27,500	100%
20	1302	ML3	8430	19,919	2,509	600	18,010	1,255	400	600	200	50%
21	1304	EC1	8432	11,087	1,118	1,200	11,169	559	1,500	1,200	(300)	-20%
22	1306	ML4	8434	6,547	2,509	600	4,638	1,255	300	600	300	100%
23	1308	ECII & III	8436	11,343	1,736	1,000	10,608	868	1,000	1,000	0	0%
24	1310	MLS	8438	6,610	856	750	6,504	428	750	750	0	0%
25	1303	Stone Meadow 1	8440	11,131	392	350	11,089	196	350	350	0	0%
26	1305	Water Tower	8442	11,634	331	250	11,553	166	250	250	0	0%
27	1309	Stone Meadow 2	8444	4,519	443	450	4,526	222	850	450	(400)	-47%
	ALL DIST	Fund 217	8401	138,296	-	-	138,296	-	-	-	-	-
				\$ 1,520,355	\$ 1,471,422	\$ 1,325,660	\$ 1,374,593	\$ 735,711	\$ 1,161,507	\$ 1,325,660	\$ 164,153	14.1%

City-Owned Lighting Districts

Aggregate % of Increase (Decrease) 14.1%

Attention Legal Ads

## NOTICE OF PUBLIC HEARING

Notice is hereby given that Resolution No. 10516 titled “A Resolution Levying and Assessing the Cost of Maintaining Special Improvement Lighting Districts (SLD’s) Numbered 18, 650, 651, 912, 973, 1067A, 1105, 1230, 1255, 1261, 1269, 1270, 1289, 1290, 1294, 1295, 1296, 1297, 1298, 1302, 1303, 1304, 1305, 1306, 1308, 1309 and 1310 in the City of Great Falls” will be brought before the Great Falls City Commission for public hearing in the Commission Chambers Room 206, Civic Center Building, 2 Park Drive South, Great Falls, Montana, on Tuesday, August 15, 2023, at 7:00 o’clock p.m. Any interested person may appear and speak for or against said Resolution 10516 or submit in writing any comments to the City Clerk prior to or during the Commission Meeting.

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

/s/ Lisa Kunz  
City Clerk

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DO NOT PUBLISH BELOW THIS LINE:

Publication dates: July 23 and 30, 2023



Commission Meeting Date: July 18, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Set Public Hearing for Resolution 10517 to Levy and Assess the Portage Meadows Maintenance District No. 1195

**From:** Melissa Kinzler, Finance Director

**Initiated By:** Annual Budget and Assessment Process

**Presented By:** Melissa Kinzler, Finance Director

**Action Requested:** City Commission set public hearing date of August 15, 2023 for Resolution 10517 to Levy and Assess the Portage Meadows Maintenance District No. 1195

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (set/not set) the public hearing for Resolution 10517 to levy and assess the Portage Meadows Maintenance District for August 15, 2023.”

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

**Staff Recommendation:** Staff recommends the City Commission set a public hearing date for August 15, 2023.

**Background:** In February 1977, Resolution 6913 created Special Improvement Maintenance District No. 1195 for the purpose of maintaining the Green Belt of the Portage Meadows Addition. The assessment covers the costs for materials, snow removal labor, water, mowing labor, fertilizer costs and labor, aerification labor, and tree pruning, which was part of the original Planned Unit Development.

The budget development process begins in January of each year when the Park & Recreation Department receives its midyear financial reports for the Portage Meadows Fund. The midyear reports and subsequent reports are used to determine the current financial position of the department. Information is gathered regarding the actual and anticipated expenses, future projects, goals and objective of the department.

After calculating all factors pertinent to the operation of the Portage Meadows Maintenance District, an assessment amount for the next fiscal year is calculated, proposed and presented to the City Commissioners for approval. For Fiscal Year 2024, the Portage Meadows assessment is increasing 5% or \$18.32 for the average size lot to cover the increased costs of operations (i.e. personnel, fuel, maintenance of the irrigation system, etc.). There were no assessment increases in Fiscal Years 2021 or

2022 to aid in economic recovery from COVID-19. The last Portage Meadows Maintenance District increase of 5% was approved in Fiscal Year 2023.

In order to legally provide for the necessary assessment support, State laws require City Commission hearings and passage of authorizing resolutions. MCA Sections 7-12-4102, 4176, and 4179 authorize the City Commission to create and assess the costs of work, improvements, and maintenance to the owners of property within the boundaries of such district.

As part of the annual budget development and adoption procedures, the Portage Meadows Maintenance District Assessment Resolution must be submitted for City Commission action. A public notice and hearing is required prior to final passage of the assessment resolution.

**Fiscal Impact:** Adoption of Resolution 10517 will allow the City to finance the cost of repairs and maintenance required each year in the Portage Meadows Maintenance District.

The estimated assessment amount for Portage Meadows Boulevard Maintenance for the next fiscal year is the amount reflected in the Fiscal Year 2024 Budget. This equates to an estimated assessment of \$0.085463 per square foot, a total of \$71,941 and will result in an annual assessment of approximately \$384.67 for an average lot of 4,501 square feet (4,501 sq. ft. x 0.085463 factor = \$384.67).

**Alternatives:** The City Commission could choose to not set the public hearing and thereby deny the adoption of Resolution 10517 to Levy and Assess the Portage Meadows Maintenance District; however, the City agreed to provide the services when the land area was donated to the City. The proposed assessment will allow for the recovery of costs incurred providing those services.

**Concurrences:** Park and Recreation staff members are responsible for the operational expenses for the Portage Meadows Maintenance District. Finance staff members are responsible for assessing and collecting the revenues necessary to carry out the operations.

**Attachments/Exhibits:**

Resolution 10517

Legal Notice for Public Hearing

Map of Portage Meadows Boulevard District

**RESOLUTION NO. 10517****A RESOLUTION LEVYING AND ASSESSING THE COST OF MAINTAINING THE GREEN BELT PARK OF PORTAGE MEADOWS ADDITION IN THE CITY OF GREAT FALLS ON ALL REAL ESTATE IN SPECIAL IMPROVEMENT MAINTENANCE DISTRICT NO. 1195 FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024**

**WHEREAS**, the City Commission did create and amend Special Improvement Maintenance District No. 1195 by Resolutions 6913, 6980, and 8426 on February 15 and July 17, 1977, and July 16, 1991, respectively; and

**WHEREAS**, the City intends to continue maintaining the Green Belt Park of Portage Meadows Addition within Special Improvement Maintenance District No. 1195; and

**WHEREAS**, on July 18, 2023, the City Commission adopted Resolution 10509, Annual Budget Resolution, in which the estimated costs for the assessment of such maintenance within Special Improvement Maintenance District No. 1195 was reflected as SEVENTY-ONE THOUSAND NINE HUNDRED FORTY-ONE DOLLARS (\$71,941); and

**WHEREAS**, in accordance with § 7-1-4127, MCA, notice was published setting forth that Resolution No. 10517 Levying and Assessing the Cost of Maintaining the Green Belt Park of Portage Meadows Addition in the City of Great Falls on all Real Estate in Special Improvement Maintenance District No. 1195 would be brought before the Great Falls City Commission for public hearing on August 15, 2023.

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

Section 1 – Maintenance Costs Assessed

The cost of care and maintenance in Special Improvement Maintenance District No. 1195, totaling \$71,941, be levied and assessed upon the properties in said district for the fiscal year ending June 30, 2024.

Section 2 – Maintenance Assessment Method

There are 188 properties contained within the boundaries of Portage Meadows Special Improvement Maintenance District No. 1195. The costs per property and the property list for Portage Meadows Special Improvement Maintenance District No. 1195 are set forth in the records of the City Clerk of the City of Great Falls. Said property is generally identified as each lot or parcel of land within Portage Meadows Additions #1, #2, and #3, excluding Blocks 4, 5, and 6 of Portage Meadows #1 Addition.

Assessments may be reviewed on an annual basis and the amount may be revised according to the following formula: cost plus ten percent (10%) divided by the total square feet of all of the lots within said district times the square feet of each lot. Costs shall be for expendable material, snow

removal labor, water, mowing labor, fertilizer costs and labor, aerification labor, and tree pruning costs.

Section 3 – Assessment Due Date

Assessments are payable in two payments and will become delinquent at 5:00 o'clock p.m. on November 30, 2023 and May 31, 2024.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 15<sup>th</sup> day of August, 2023.

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

ATTEST:

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

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

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

Attention Legal Ads

## NOTICE OF PUBLIC HEARING

Notice is hereby given that Resolution No. 10517 titled “A Resolution Levying and Assessing the Cost of Maintaining the Green Belt Park of Portage Meadows Maintenance District No. 1195” will be brought before the Great Falls City Commission for public hearing in the Commission Chambers Room 206, Civic Center Building, 2 Park Drive South, Great Falls, Montana, on Tuesday, August 15, 2023, at 7:00 o’clock p.m. Any interested person may appear and speak for or against said Resolution 10517 or submit in writing any comments to the City Clerk prior to or during the Commission Meeting.

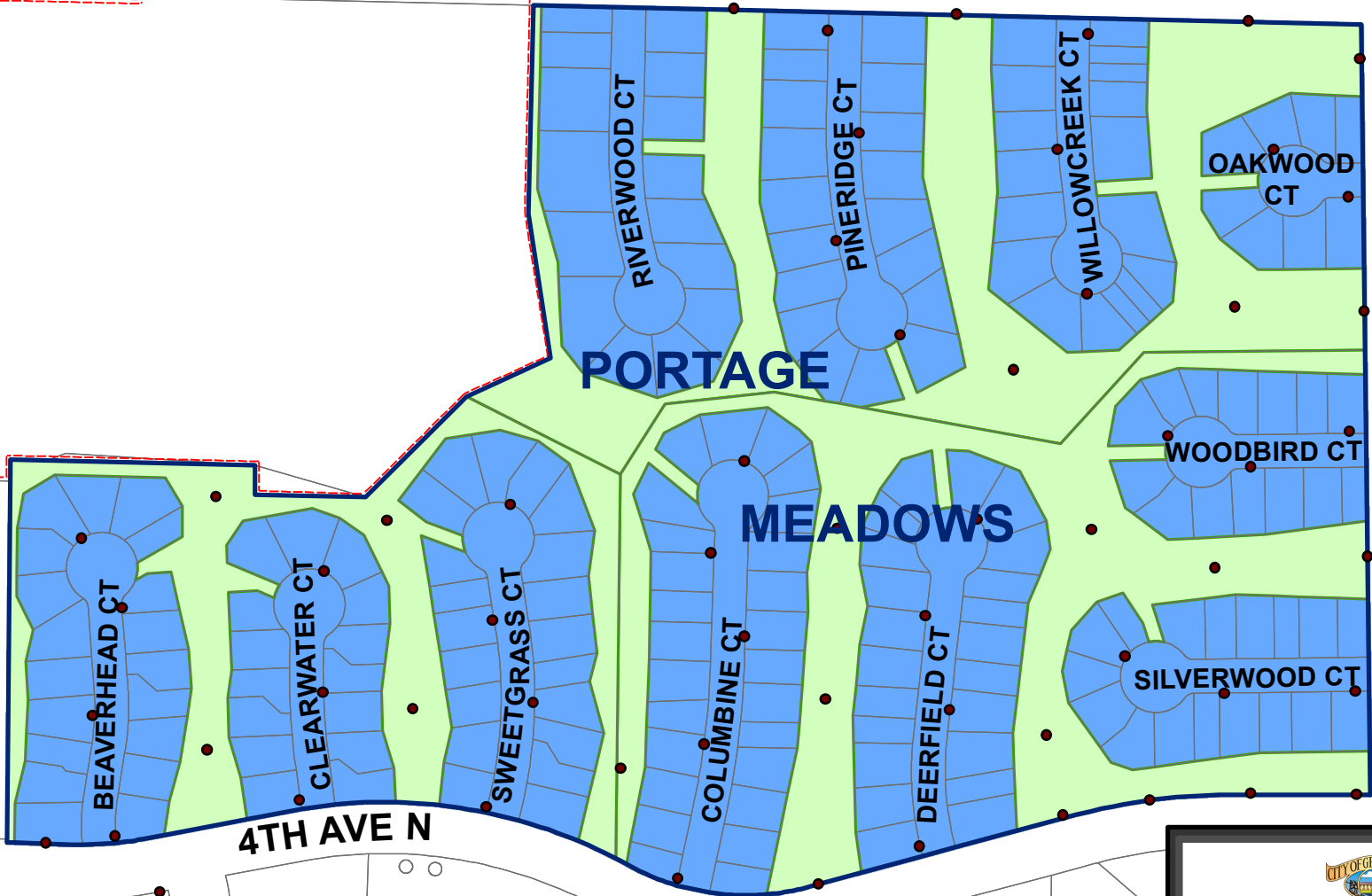
Documents pertaining to this agenda item are posted on the City’s website at <https://greatfallsmt.net> under “Meetings,” and are on file for public inspection during regular office hours at the City Clerk’s Office, 2 Park Drive South, Room 204, Great Falls, MT, or contact us at (406) 455-8451.

/s/ Lisa Kunz  
City Clerk

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DO NOT PUBLISH BELOW THIS LINE:  
Publication dates: July 23 and 30, 2023


# Portage Meadows Maintenance District No. 1195








52TH ST N

4TH AVE N

46TH ST N

  
**City of Great Falls**  
 June 12th, 2014

-  City Limit Line
-  Light Poles
-  Green Belt Area
-  Portage Properties



This map is for reference only ... to comment please contact Jeff Hedstrom at 455-8437.





Commission Meeting Date: July 18, 2023  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Set Public Hearing for Resolution 10518 to Levy and Assess the Street Maintenance District

**From:** Melissa Kinzler, Finance Director

**Initiated By:** Annual Budget and Assessment Process

**Presented By:** Melissa Kinzler, Finance Director

**Action Requested:** City Commission set public hearing date of August 15, 2023 for Resolution 10518 to Levy and Assess the Street Maintenance District

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (set/not set) the public hearing for Resolution 10518 to levy and assess the Street Maintenance District for August 15, 2023.”

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

**Staff Recommendation:** Staff recommends the City Commission set a public hearing date for August 15, 2023.

**Background:** The Street Division maintains approximately 393 miles of streets and alleys within the city limits. Maintenance consists of pavement rehabilitation and restoration, street cleaning, snow and ice removal, alley maintenance, and the nuisance weed program. In addition, Traffic Operations are funded through the Street Division and are responsible for the maintenance of all roadway signs, signals, and pavement markings.

During the budget process, information is gathered regarding the actual and anticipated expenses of the Street District Fund, future capital projects are reviewed, and the street maintenance assessment for the next fiscal year is discussed.

After calculating all factors pertinent to the operation of the Street Maintenance District, an assessment amount for the next fiscal year is calculated, proposed and presented to the City Commission for approval. The proposed 10% increase was used in preparing the FY 2024 annual budget. The last street maintenance increase of 10% was approved in FY 2016.

In the years since the last street maintenance assessment increase, the costs of asphalt overlays have increased 38%, chip seal materials have increased 49%, and winter maintenance material has increased

65%. The 10% increase in FY 2024 will allow for pavement preservation to continue at the same rate and the budget for material costs will be adequate to account for inflation. Furthermore, coupled with the funds received from BaRSAA, the capital improvement program will be able to continue at the same rate (blocks/year).

As part of the annual budget development and adoption procedures, the Street Maintenance Assessment Resolution must be submitted for separate City Commission action. A public notice and hearing is required prior to final passage of the assessment resolution.

#### *ASSESSMENT OPTION*

MCA Section 7-12-4425 states: "...The council shall pass and finally adopt a resolution specifying the district assessment option and levying and assessing all the property within the several districts..." The City uses the "assessable area" option under MCA Section 7-12-4422, to assess its street maintenance. The assessable area option defines assessable area by square footage caps. Four options for assessments exist:

**Residential:** Square footage caps per parcel of 12,000 square feet for residential property and properties categorized as non-profit/cemetery organizations 501(c)(13) as defined by the Internal Revenue Code.

**Downtown:** Downtown District shall be defined as being within an area bounded on the north by Third Alley North, on the south by Third Alley South, on the east by Tenth Street and on the west by Park Drive. Any properties located in this area with a designated residential land use code of 111, 112 or 114 shall be excluded from the District and assessed as part of the Residential District.

**Mixed-Use:** A 'mixed-use' category consists of property equal to or greater than 112,000 square feet but less than 50% commercially developed. For the 'mixed-use' category, the Planning & Community Development Department shall annually identify all property equal to or greater than 112,000 square feet which are 50% or less commercially developed. Those properties shall be assessed 50% commercial and 50% at capped residential.

**Commercial:** 1 million square foot cap for all other property. The 1 million square foot cap for all other property encourages large green areas on some private properties within the City.

**Fiscal Impact:** Adoption of Resolution 10518 will allow the City to fund the cost of operations, improvements, and maintenance in the Street Maintenance District.

For Fiscal Year 2024, the street maintenance assessment will increase 10%. For an average-sized residential lot of 7,500 square feet, the estimated assessment factor is \$0.016170 per square foot, or approximately \$121.27 (7,500 sq. ft. x 0.016170 factor = \$121.27.). This is an estimated increase of \$11.02 or 10% for the averaged-sized residential lot. The estimated total assessment for the District is \$5,041,592.

**Alternatives:** The City Commission could choose to not set the public hearing and thereby deny the adoption of Resolution 10518 to Levy and Assess the Street Maintenance District; however, there would be a significant reduction in services for street maintenance.

**Concurrences:** Public Works staff is responsible for the operational expenses of the Street Department. Finance staff is responsible for assessing and collecting revenues necessary to carry out the operations.

**Attachments/Exhibits:**

Resolution 10518

Legal Notice for Public Hearing

**RESOLUTION NO. 10518**

**A RESOLUTION LEVYING AND ASSESSING THE COST OF STREET MAINTENANCE FOR STREETS AND ALLEYS IN THE CITY OF GREAT FALLS, MONTANA FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024**

**WHEREAS**, creation and alteration of Street Maintenance Districts is authorized pursuant to Mont. Code Ann. Title 7, Chapter 12, Part 44; and

**WHEREAS**, the Great Falls City Commission did provide for street maintenance pursuant to Ordinance 1687 adopted September 7, 1971; and

**WHEREAS**, the City Commission did amend and expand the scope of street maintenance services pursuant to Ordinance 2584 adopted February 5, 1991; and

**WHEREAS**, the City Commission finds and has determined that each and every lot or parcel within said district has been or will be specially benefited by said maintenance; and

**WHEREAS**, the City intends to continue maintaining streets and alleys within the corporate limits of the City of Great Falls; and

**WHEREAS**, on July 18, 2023, the City Commission adopted Resolution 10509, Annual Budget Resolution, in which the estimated assessment for such maintenance not offset by other revenues within the Street Maintenance District was reflected as FIVE MILLION FORTY-ONE THOUSAND FIVE-HUNDRED NINETY-TWO DOLLARS (\$5,041,592); and

**WHEREAS**, in accordance with Mont. Code Ann. § 7-12-4426, notice was published setting forth that Resolution No. 10518 Levying and Assessing the Cost of Street Maintenance for Streets and Alleys in the City of Great Falls, Montana, would be brought before the Great Falls City Commission for public hearing on August 15, 2023.

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

Section 1 – Maintenance Costs Assessed

The costs of maintenance, not offset by other revenues, in the Street Maintenance District, totaling FIVE MILLION FORTY-ONE THOUSAND FIVE-HUNDRED NINETY-TWO DOLLARS (\$5,041,592) be levied and assessed upon the property in said district for the fiscal year ending June 30, 2024. The description of each lot or parcel of land within the Street Maintenance District and the respective assessments are set forth in the records of the Finance Department of the City of Great Falls, Montana, and by this reference incorporated herein as if fully set forth.

Section 2 – Maintenance Assessment Method

The percentage of the cost of maintenance for the assessable areas benefitted by the maintenance district as established in Mont. Code Ann. § 7-12-4425 shall be made as set forth in Mont. Code Ann. § 7-12-4422.

The Street Maintenance District shall be assessed according to factors based on the property classification and square footage with caps. Assessable areas within the Street Maintenance District shall be set with a square footage cap of 12,000 square feet for residential property and properties categorized as non-profit/cemetery organizations 501(c)(13) as defined by the Internal Revenue Code, and a square footage cap of one million square feet for all other property. Downtown District shall be defined as being within an area bounded on the north by Third Alley North, on the south by Third Alley South, on the east by Tenth Street and on the west by Park Drive and any properties located within this area with a designated residential land use code shall be excluded from the District and assessed as residential. The Planning and Community Development Department shall annually identify all mixed-use property equal to or greater than 112,000 square feet which are 50% or less commercially developed. Those mixed-use properties shall be assessed 50% commercial and 50% capped residential.

No proration of the street maintenance assessment shall be made for any reason, including the fact that a particular property did not have paved streets for the entire taxable year.

Section 3 – Assessments Due Date

Assessments are payable in two payments and will become delinquent at 5:00 o'clock p.m. on November 30, 2023 and May 31, 2024.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 15<sup>th</sup> day of August, 2023.

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

ATTEST:

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

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

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

Attention Legal Ads

## NOTICE OF PUBLIC HEARING

Notice is hereby given that Resolution No. 10518 titled “A Resolution Levying and Assessing the Cost of Street Maintenance for Streets and Alleys in the City of Great Falls, Montana for the Fiscal Year Beginning July 1, 2023 and Ending June 30, 2024” will be brought before the Great Falls City Commission for public hearing in the Commission Chambers Room 206, Civic Center Building, 2 Park Drive South, Great Falls, Montana, on Tuesday, August 15, 2023, at 7:00 o’clock p.m. Any interested person may appear and speak for or against said Resolution 10518 or submit in writing any comments to the City Clerk prior to or during the Commission Meeting.

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

/s/ Lisa Kunz  
City Clerk

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DO NOT PUBLISH BELOW THIS LINE:  
Publication dates: July 23 and 30, 2023



Commission Meeting Date: July 18, 2023  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Elmore Roberts (Multifamily) Affordable Housing Proposal Public Hearing  
**From:** Elmore Roberts Community Partners, LLC  
**Initiated By:** Ryan Kucich, CPP Housing, Senior Development Manager  
**Presented By:** Ryan Kucich, CPP Housing, Senior Development Manager  
**Action Requested:** Conduct Public Hearing

**Public Hearing:**

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

**Suggested Motion:**

No action is required by the City Commission. A record of the public hearing will be forwarded to the Department of Commerce, Board of Housing.

**Staff Recommendation:** Staff recommends the City Commission conduct the public hearing on whether Elmore Roberts, property located at 6 6<sup>th</sup> Street South, meets a community housing need. CPP Housing has arranged for publication of the notice of the public hearing before the City Commission in the Great Falls Tribute on June 30, 2023, and July 14, 2023.

**Summary:** Elmore Roberts Community Partners, LLC is applying for Low-Income Housing Tax Credits from the Montana Board of Housing (“LIHTCs”) to finance the preservation of Elmore Roberts located at 6 6<sup>th</sup> Street South as affordable housing and is planning to apply for the exemption from real property taxes available to qualifying low-income housing tax credit projects under Montana Code Annotated Section 15-6-221 in connection with the projects. As a part of the requirements related to such applications, Elmore Roberts Community Partners, LLC, is required to solicit public comment on whether the proposed qualifying low-income rental housing property meets a community housing need. This is the public’s opportunity to comment on the proposal.

**Background:** LIHTCs are a federal tax credit which serve as a financing source for rent and income restricted housing. They are a primary financing source for affordable housing multifamily homes in the United States. The Montana Board of Housing administers the LIHTC program in Montana.

**Attachments/Exhibits:** See attached project summary.



July 5, 2023

**RE: Elmore Roberts (Family)**  
**Great Falls, Montana**

To All Interested Persons:

Elmore Roberts Community Partners, LLC, a Montana limited liability company, in partnership with Neighborhood Housing Services, Inc., of Great Falls d/b/a NeighborWorks Great Falls, a nonprofit corporation specializing in preservation and development of affordable housing, through its wholly owned and solely controlled single member limited liability company, is planning to acquire and rehabilitate the following low-income rental housing complex located at the following address in Great Falls, Montana:

<u>Project Name</u>	<u>Address</u>	<u>Number of units</u>
Elmore Roberts	6 6th Street South Great Falls, MT 59401	60 (multifamily)

The parties are seeking a 9% low-income housing tax credit allocation from the Montana Board of Housing, and federal and state historic tax credits to acquire, rehabilitate and preserve the affordability of the property, and are planning to apply for the exemption from real property taxes available to qualifying low-income housing tax credit projects under Montana Code Annotated Section 15-6-221. As part of the application process for low-income housing tax credits, and pursuant to the statutory requirements for this exemption, there must be an opportunity to comment on whether this low-income rental housing project meets a community housing need. No vote or action on behalf of the local agency is required in relation to this opportunity for public comment. Please see attached letter of intent narrative for additional project information.

Do not hesitate to contact me if you have any questions or if you need any further information. Thank you.

Very Truly Yours,  
BJORNSON JONES MUNGAS, PLLC

Kassy J. Buss  
406-721-8896  
[kassy@bjornsonlaw.com](mailto:kassy@bjornsonlaw.com)

Attachment



## Elmore Roberts Great Falls, Montana

Elmore Roberts Community Partners, LLC

Presented by:   
Ryan Kucich  
CPP Housing  
Senior Development Manager

Presentation slides by:  
Kassy J. Buss of  
Bjornson Jones Mungas, PLLC  
Missoula, Montana



## Elmore Roberts

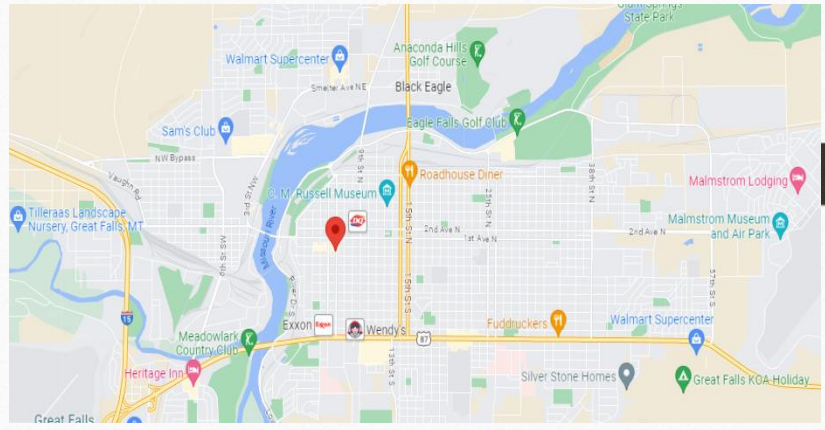
6 6<sup>th</sup> Street South, Great Falls, MT



- **Elmore Roberts** is a 60-unit multifamily housing project, located in Great Falls. The property was originally built in 1917 and has been admitted to the National Register of Historic Places administered by the National Park Service. The property currently operates under two HUD Mod-Rehab contracts, which are set to expire in the next six months. The project consists of a historic 4-story building with three residential floors, a commercial ground floor, and an underground basement. The project has on-site laundry facilities, a playground, uncovered open parking, and a leasing office.

## Elmore Roberts

Location:  
6 6<sup>th</sup> Street South  
Great Falls, MT



### Preservation of Current Housing

**Financing rehabilitation:**

- Low-income housing tax credits (9%) through Montana Board of Housing
- Federal and State historic tax credits
- Mont. Code Ann. §15-6-221 property tax exemption for qualifying affordable housing

**Affordability restrictions:**

- Current HUD Mod-Rehab contracts expire in December 2023 and January 2024
- Requesting a 20-year HAP contract
- Rent and income restrictions through a MBOH LURA for a minimum of 30 years
- Targeting tenants at 50% AMI

Unit Mix	
Unit Type	# Units
1bd	30
2bd	30



### Rehabilitation and Updates

- Energy efficient upgrades, such as energy star rated appliances, LED lighting fixtures, low VOC flooring and paint, low flow plumbing fixtures, and formaldehyde free cabinets and counters
- Exterior updates including new energy rated windows, paint, roof replacement, siding repair, and parking lot resurfacing
- Common area path ADA modifications
- Preservation of interior and exterior historical features, including preserving façade and original elevator

## Community Housing Needs

Pursuant to the requirements for low-income housing tax credit financing and Montana Code Ann. § 15-6-221, the parties are holding a public hearing to solicit comment on whether the proposed projects meet a community housing need.

You are also encouraged to submit comments regarding the need for affordable multi-family rental housing in your area to:

Montana Board of Housing,  
 PO Box 200528  
 Helena, MT 59620-0528  
 FAX (406) 841-2841



## Questions?

**Ryan Kucich**

**CPP Housing**

17782 Sky Park Circle,  
 Irvine, California 92614

(714) 662-5565

rkucich@cpp-housing.com



**Sherrie Arey**

**NeighborWorks Great Falls**

509 1st Ave South Great  
 Falls, MT 59401

(406) 216-3512

sarey@nwgf.org



**Kassy J. Buss**

**Bjornson Jones Mungas, PLLC**

2809 Great Northern Loop, Suite 100  
 Missoula, MT 59808

(406) 721-8896

kassy@bjornsonlaw.com







Commission Meeting Date: July 18, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Business Improvement District (BID) FY 2024 Budget and Work Plan

**From:** Melissa Kinzler, Finance Director

**Initiated By:** Business Improvement District Board of Directors

**Presented By:** Kellie Pierce, BID

**Action Requested:** Conduct Public Hearing and Accept the Business Improvement District FY 2024 Budget and Work Plan

**Public Hearing:**

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

**Suggested Motion:**

1. Commissioner moves:
 

“I move that the City Commission (accept/reject) the FY 2024 Business Improvement District Budget and Work Plan.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

**Staff Recommendation:** The BID recommends that the City Commission accept the FY 2024 BID Budget and Work Plan.

**Background:** The initial creation of the BID was in 1989. It was renewed in 1999, 2009, and 2019 each for periods of ten years by petition of the property owners within the District. The district successfully completed an expansion in 2022, and this budget is the second year of the newly expanded district. The district attempted another expansion in 2023, but it did not pass.

The Business Improvement District's overall purpose is to utilize assessment dollars through the BID to improve and revitalize the downtown area. If there are any material increases or decreases in the actual assessment from the approved budget, the BID's Board will either request a budget amendment from the City Commission or the Board will include the amount of revenue whether it be an increase, or decrease, in their Budget and Work Plan for the coming fiscal year.

According to MCA Section 7-12-1132(3), the City Commission must hold a public hearing to hear any objections to the budget and work plan. Following the public hearing, the City Commission may approve the plan or request that amendments be made to it, prior to levying an assessment on all properties within the district to defray the costs.

A separate resolution to levy and assess the properties within the district will be brought to the City Commission after Certified Market Values are received from the DOR.

**Fiscal Impact:** The BID is projecting annual revenue for Fiscal Year 2024 of approximately \$264,000 in assessments. The funds are used to operate the BID office, grant programs, tree maintenance, beautification efforts and additional projects for streetscapes, and economic growth.

The assessment will be according to the formula approved by the BID Board and the City Commission:

1. a flat fee of \$200.00 for each lot or parcel without Land Use Code of 125;
2. a flat fee of \$50.00 for each lot or parcel with a designated Land Use Code of 125 which is a Residential Condominium;
3. an assessment of \$.00165 times the market valuation as provided for by the Montana State Legislature;
4. and an assessment of \$.015 times the square footage of the land area.

**Alternatives:** The City Commission could request the BID Board make changes to either the Budget or Work Plan.

**Concurrences:** The BID partners with several organizations to provide results and follow the overall purpose for the BID. Finance staff is responsible for assessing and collecting the revenues.

- Attachments/Exhibits:**  
Work Plan 2023-2024  
BID Final Budget  
Map of BID Boundaries



# GREAT FALLS BUSINESS IMPROVEMENT DISTRICT WORK PLAN 2023-2024



The Great Falls Business Improvement District (BID) is authorized by Montana Code Annotated, Title 7, Chapter 12, Part 11.

The map of the Great Falls Business Improvement District boundaries is attached as a part of this document. As of July 1, 2022, the BID has expanded to include twenty (20) additional parcels. This is the first time the BID has changed its boundaries since its original creation. As of July 1, the BID will have 212 parcels within its boundaries.

The BID was first created in 1989, we serve as the second oldest BID in the State of Montana, working with the smallest budget. We have successfully been recreated every ten (10) years since 1989. We exist until we work toward recreation next in 2029. BID services are designed to supplement existing City services and will be in addition to City services that are currently provided in Downtown Great Falls.

The mission of the Great Falls Business Improvement District (BID) is to represent the unique interests of the business and property owners located within the district. The goal of the BID is to create an environment that is appealing to shoppers, office workers, residents, tourists, and new businesses and investors. Overall, the BID is responsible for downtown revitalization through economic development, real estate development, short and long-range planning, grant program administration, and physical and environmental improvement programs.

This is an ambitious work plan outlined by the BID Board and Executive Director.

The plan will be fluid as funding, conditions and priorities evolve. In no particular order, the plan includes and may not be limited to the following:

## **The BID will provide the following services within the designated boundaries over the next fiscal year:**

### ➤ **Downtown Property Investments**

- Invest in downtown properties through our grant programs.
  - Grant programs may include, but are not limited to:
    - Interior Grant
    - Business Incentive Grant
- Utilize additional grant programs to supplement BID grant monies
  - Tax Increment Financing (TIF)
    - The BID will continue to support the Downtown Development Partnership (DDP) in administering the Downtown TIF
    - The BID may pursue TIF Funds for extraordinary projects
  - Community Block Development Grants (CDBG)
  - Seek additional revenue streams, as deemed appropriate.
- Continue efforts to expand the boundaries of the BID to provide our services to additional property owners as our work continues to improve Downtown Great Falls
- Streetscape Improvements
- Conversion of One-ways
- Work with DDP to procure a lighting study, and implement findings

### ➤ **Downtown Safety & Security**

- Continue to take a lead role in organization and promoting Downtown Safety & Education
  - Working with partner organizations of the Downtown Safety Alliance
  - Organization of the Downtown Safety Alliance
  - Support the BRIC Officer from the Great Falls Police Department
  - Support the Great Falls Police Department's Volunteer Program
  - Management of the Coins for a Cause Program



# GREAT FALLS BUSINESS IMPROVEMENT DISTRICT WORK PLAN 2023-2024



## ➤ Unifying Entities

- Communication
  - Provide our property & business owners information on the BID and our programs
    - BID insert in the Downtown Association's eblast at a minimum of once a month
    - Regular Press Releases in regard to BID activities/events
  - Bring more awareness to the Community about the work of the BID
- Volunteers
  - Continue support of the Downtown Chicks, an established pool of volunteers that can be utilized as a resource for events & special projects
  - Continue support of the Building Active Communities Initiative (BACI)
  - Support the annual Serve Day, NWGF CommUnity Clean-Up and other volunteer led events when focused on Downtown
  - Work with organizations to coordinate improvement efforts of our downtown
- Downtown Partnerships
  - The BID will be an active participant in the Downtown Development Partnership (DDP), working to implement the Downtown Master Plan
    - The BID representative will be available to serve in an officer capacity on the Board of the DDP
    - The BID will take the lead on citywide Wayfinding Implementation
    - Support the pursuit of a Downtown Revitalization Plan
  - The BID will support the Downtown Great Falls Association (DGFA)
  - The BID will support the Downtown Business Development Officer, an employee of the Great Falls Development Authority
  - The BID will support the following organizations, the Great Falls Area Chamber of Commerce and Montana Tourism via Convention Visitors Bureau membership
- Advocacy
  - Relay and support a unified voice for Downtown
  - Advance policies
  - Increased partnerships and opportunities to promote the heart of the City
- City Boards
  - Serve as ex-officio on the Historic Preservation Advisory Commission

## ➤ Beautification

- Downtown Public Art Projects
  - The BID will serve as the lead in the organization of ArtsFest MONTANA
    - Pursue lighting the existing murals
  - Continue support of the Urban Art Project
  - The BID will continue creation of additional Traffic Signal Box artwork within the Downtown Master Plan boundaries, utilizing DDP funding, as that funding permits
- Trash Removal
- Graffiti Removal
- Snow Removal
- Flower Maintenance
- Tree Maintenance
  - Utilizing funding for tree maintenance from the Downtown TIF through FY 2026
- Holiday Décor
- Banners/Flags
- Sound System



# GREAT FALLS BUSINESS IMPROVEMENT DISTRICT WORK PLAN 2023-2024



## ➤ Administration

- Day to day matters
- Reporting
- Staffing & support
- Continued educational opportunities for staff
- Attendance at regional and national conferences for growth and education opportunities

## Assessment Formula:

The assessment of the BID consists of the following:

- A flat fee of \$200.00 for each lot or parcel without a Land Use Code of 125,
- A flat fee of \$50.00 for each lot or parcel with a designated Land Use Code of 125 which is a residential condominium,
- An assessment of \$.00165 times the market valuation as provided by the Montana Department of Revenue, and
- An assessment of \$.015 times the square footage of the land area.

## BID Governance:

As per MCA 7.12.11 the Board shall consist of not less than five or more than seven owners of property within the district or their assignees. The Great Falls BID has consisted of seven property owners, or their representatives, since its inception in 1989. These property owners volunteer to serve and are appointed by the City Commission.

## Program Structure:

The BID delivers programs and services for the area of the district that pays into the BID. The BID has its own board, work plan and staff to support programming. The BID follows the principles of the National Main Street Program, having worked to succeed at the highest level of membership in this program as an Accredited Program. The National Main Street program has four pillars; Design (BID), Economic Vitality (GFDA), Promotion (DGFA) and Organization which is largely led by the BID.



**BID  
BUDGET  
FY 2024**

**ACTUAL  
FY 2023 to May 11, 2023**

**Revenues**

Assessments	\$264,000	\$169,725.85
Assessment Receivable	\$15,000	
Coins for a Cause	\$500	\$349.91
Downtown Art - Sponsorships	\$25,000	\$97,745.00
Interest Income	\$150	\$-
TIF Funds - ArtsFest	\$50,000	
TIF Funds - Tree Work	\$25,000	\$13,811.48
Grant Funds - Wayfinding	\$60,000	\$9,802.48
Prior Year Carryover - Cash	\$100,000	\$-
<b>Total Revenues</b>	<b><u>\$539,650</u></b>	<b><u>\$291,434.72</u></b>

**Expenses**

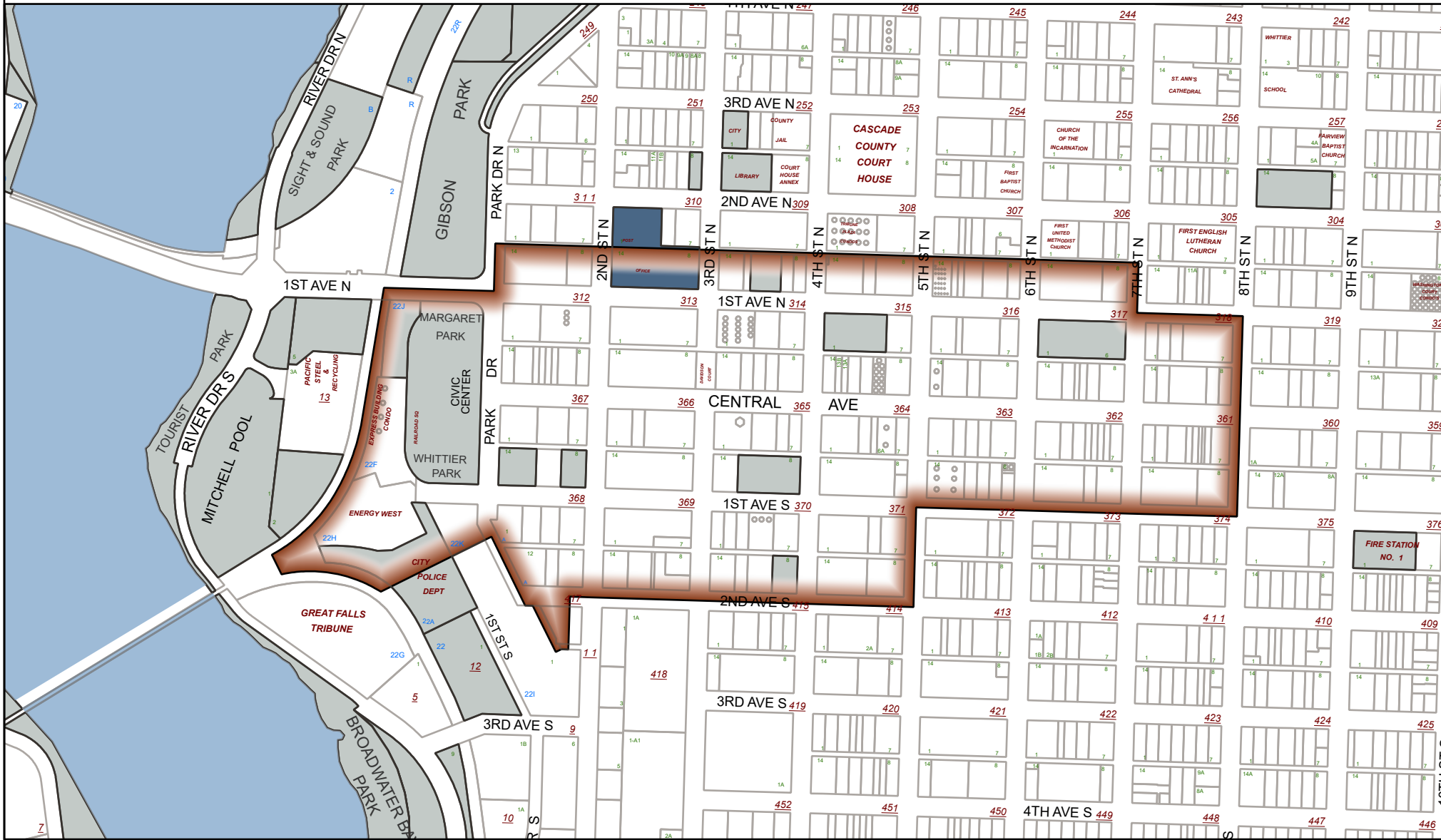
Advertising	\$350	130.01
Web Design	\$250	
Beautification	\$8,000	\$6,625.00
Art Downtown	\$50,000	\$78,395.48
Flowers	\$15,000	\$6,000.00
Sound System	\$5,000	\$193.86
Snow Removal	\$12,000	\$7,125.00
Trash Removal	\$20,000	\$5,873.42
Tree Program	\$30,000	\$19,196.98
Holiday Décor	\$15,000	\$10,583.75
Business Grants Approved	\$42,500	\$81,910.00
Business Grants - Interior	\$40,000	5000
Business Grants - Business Incentive Grant	\$20,000	2500
Coins for a Cause	\$500	\$349.91
Contract Services	\$18,000	\$8,500.02
Donations	\$2,000	2000
Dues & Subscriptions	\$3,600	\$3,600.00
Employee Benefits	\$300	\$275.00
Insurance	\$5,000	\$3,098.00
Miscellaneous	\$-	\$-
Office Equipment	\$1,000	
Office expense	\$1,500	\$1,363.46
Payroll taxes	\$25,000	\$7,756.47
Professional Services	\$5,000	\$4,900.00
Rent	\$5,210	\$5,196.00
Salaries	\$120,000	\$86,731.28
Special Projects	\$15,250	5500
Supplies	\$4,000	\$2,117.47
Taxes, Licenses & Fees	\$35	\$31.50
Telephone/Internet	\$1,000	\$885.28
Travel & Education	\$3,000	\$0.00
Main Street Conference	\$5,000	5353.16
Urban Art Project	\$0	\$250.00
Utilities	\$300	\$252.63
Wayfinding	\$60,000	\$23,482.95
<b>Total Expenses</b>	<b><u>\$533,795</u></b>	<b><u>\$385,176.63</u></b>

**Net Revenue/Loss**

**\$5,855**

**-\$93,741.91**

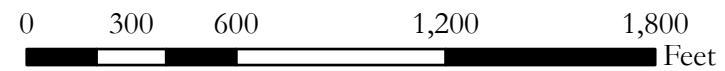
# Exhibit A: Newly Expanded Business Improvement District



## Legend

- BID
- City Properties
- Federal Government Properties

2/16/2022



Map exhibit is for reference only and is not survey grade. For questions, please contact the City of Great Falls Mapping & Add...



Commission Meeting Date: July 18, 2023  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Tourism Business Improvement District (TBID) 2023/2024 Budget and Work Plan

**From:** Melissa Kinzler, Finance Director

**Initiated By:** Tourism Business Improvement District Board of Directors

**Presented By:** Rebecca Engum, TBID

**Action Requested:** Conduct Public Hearing and Accept the Tourism Business Improvement District 2023/2024 Budget and Work Plan

**Public Hearing:**

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

**Suggested Motion:**

1. Commissioner moves:
 

“I move that the City Commission (accept/reject) the 2023/2024 Tourism Business Improvement District Budget and Work Plan.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

**Staff Recommendation:** The TBID recommends that the City Commission accept the 2023/2024 TBID Budget and Work Plan.

**Background:** The initial creation of the TBID was in 2008. On February 6, 2018, the City Commission approved Resolution 10222 re-creating said TBID for a duration of ten (10) years. The TBID's overall purpose is to promote tourism, conventions, trade shows, and travel to the City of Great Falls through the use of assessment revenue. If there are any material increases or decreases in the actual assessment from the approved budget, the TBID's Board will either request a budget amendment from the City Commission, or the Board will include the amount of revenue whether it is an increase or decrease in their Work Plan and Budget for the coming Fiscal Year.

According to MCA Section 7-12-1132(3), the City Commission must hold a public hearing to hear any objections to the budget and work plan. Following the public hearing, the City Commission may approve

the plan or request that amendments be made to it, prior to levying an assessment on all properties within the district to defray the costs.

**Fiscal Impact:** The TBID is projecting annual revenue for Fiscal Year 2023/2024 of approximately \$765,508 in assessment dollars.

The assessment will be according to the formula approved with the re-creation of the district:

The assessment will be a flat fee of two dollars (\$2.00) per occupied room night for establishments with 31 or more rooms and a flat fee of one dollar (\$1.00) per occupied room night for establishments with 1-30 as prescribed in Mont. Code Ann. Section 7-12-1133(f). The new assessment method began on July 1, 2018.

**Alternatives:** The City Commission could request the TBID Board make changes to either the Budget or Work Plan.

**Concurrences:** The TBID partners with several organizations to provide results and follow the overall purpose for the TBID. Finance staff is responsible for assessing and collecting the revenues.

**Attachments/Exhibits:**

TBID Budget and Work Plan

Map of TBID Boundaries

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

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



# VISIT Great Falls MONTANA

## GREAT FALLS MONTANA TOURISM OBJECTIVES, TACTICS, GOALS, & BUDGET

for

July 1, 2023 – June 30, 2024

Adopted: 4-20-2023

### VISION

Be THE place in Montana to visit for a genuine experience.

### MISSION

Strengthen our economy by promoting the uniqueness of Great Falls, Montana to visitors.

### VALUES

Authentic | Innovative | Bold | Accountable | Respectful | Passionate  
Results Focused | Trusting | United | Honest

## EXECUTIVE SUMMARY

Great Falls Montana Tourism is the destination management organization for Great Falls, Montana. There are 466 incorporated places in the United States that have a population of between 50,000 to 99,999, Great Falls is 1 of them. There are 741 places with 25,000 to 49,999. That is 1,206 options other than Great Falls that offer travel opportunities. Our job is to get Great Falls known and then make people fall in love with our unique opportunities.

In 2022, Great Falls welcomed 1.3 million overnight from 22 States, 4 Canadian Provinces, and 5 Countries. Market room demand was 517,502, highest in Great Falls' history. The biggest impact for room demand in 2022 was contractors working at Calumet on the creation of a renewable diesel production operation. In 2021 we saw record overnight visitation at nearly 1.5 million, which is believed to be the pent-up demand for travel from 2020 and the desire to still be in wide open spaces.

Overnight visitation is captured from the Institute of Tourism and Recreation Research (ITRR) and shows an 11% decrease over 2021. Room Demand is recorded by Smith Travel Research (STR) and showed a 12% increase. These two divergent trends could be explained by the short-term workforce that was staying in Great Falls not being included in intercept survey data.

Great Falls, Montana is the third largest city in Montana with 60,000 residents. The community has 2,300 lodging rooms available across 30 lodging properties. Construction has started or planned on two additional properties that are expected to bring an additional 155 rooms to Great Falls. There are 2 convention spaces: Montana ExpoPark and Mansfield Center. Additional stand-alone meeting space, as well as hotel-based meeting space, is available through Great Falls. The community has direct flights from Seattle on Alaska, Salt Lake City and Minneapolis on Delta, Denver and seasonally Chicago on United, Las Vegas and Phoenix on Allegiant.

For the fiscal year 2024 (FY24), Great Falls Montana Tourism is expecting a bit of a softening of the growth trends experienced over the past 2 years. The biggest component of the Calumet project is complete and demand for travel is starting to shift back into urban areas. To stabilize tourism in Great Falls and develop long-range growth strategies, Great Falls Montana Tourism is leading an effort to develop the first Comprehensive Tourism Strategic Master Plan for Great Falls, Montana. This process is expected to be completed in late 2023/early 2024. Until that plan is completed and there is an implementable road map with 1-, 2-, 3-, 4-, 5-, 10-, 15-, and 20-year planning windows, the nine objectives for Great Falls Montana Tourism in FY24 will be:

1. Generate stays at Great Falls lodging properties.
2. Increase return overnight visits and trip extensions.
3. Increase room demand during Western Art Week.
4. Increase number of mimosas sold during Mimosa Showdown.
5. Create alliances with champion-led efforts.
6. Increase direct flights to Great Falls.
7. Determine Great Falls' competitive advantages to grow tourism and expand the community's opportunities and competitiveness to attract visitors overnight.
8. Increase the number of Convention and Visitors Bureau members.
9. Maintain a highly functioning, accountable, mission focused, organization with educated staff and informed Directors, members, and partners.

Great Falls Montana Tourism will remain flexible to conduct additional research and begin implementation as is necessary.

**STRENGTHS**

**Art**

In the broadest sense of the term, Great Falls has art—from statutes and murals on the river’s edge trail and downtown, to state parks and museums that capture our history and culture, to restaurants who source local food, to residents who create masterpieces on canvasses or using batik, and our entrepreneurs who create industry changing products. Great Falls is creative, innovative, and full of art.

**Landscape**

To the west of Great Falls, travelers find themselves surrounded by mountains. To the east of us, the wide-open plains. In Great Falls, we have the best of both worlds. Travelers get the mix of all the landscapes, making this area the most diverse landscape in Montana. Our community is in the river valley, where the Sun River meets the Missouri River. It is surrounded by the Little Belt, Highwood, Big Belt, and Rocky Mountains. We have grasslands, bluffs, buttes, and ag land.

**Affordable**

Great Falls has a \$98.89 average daily rate through summer, ranging 15-48% below its Montana peers.

**Uncrowded**

Even with unprecedented growth in overnight visitation to Great Falls, the wait lines at trail heads, ski lifts, and restaurants remain non-existent or short and museums, events, trails, and lodging facilities have capacity for more.

**WEAKNESS**

**Flux**

Since 2020, there has been inconsistent trends in the return of tourism. Great Falls Montana Tourism secured funding research options for new strategies for tourism growth, however, that plan is estimated to be completed in December 2023.

**Impression**

Immediate thoughts of Montana include mountains, roaming wildlife, and backpacking adventures, and Great Falls is a modern community on the Missouri River with an industrial history.

**Detractors**

Great Falls residents hold a low-self image of and are negative about the community being a great place to visit.

**OPPORTUNITES**

**Air Service**

United, Delta, Alaska, and Allegiant are great partners, however, there are opportunities to add carriers and direct flights.



In-Market Experience

We are missing the ability to provide easier access to outdoor recreation and to further the culturally historic stories of Great Falls. Great Falls can benefit from easy access equipment rentals, tour guides, facilitated experiences, and review worthy interactions.

**THREATS**

National Economy

Interest in travel continues to increase since 2020, however, Government spending on the COVID-19 recovery has thoughts of recession looming nationwide, which could result in the cutting of discretionary spending.

Heritage Events

Great Falls has been fortunate to host long-standing signature events, some established over 40 years. As mature events, there is a potential for the end of their lifecycle or for interest to decline, reducing or eliminating overnight visitor attendance.

**LEISURE TARGET MARKET**

We've trimmed the target markets for FY24 to focus on more interactions per campaign to gain repeated exposure for message retention and recall. How many times do you see an ad once and it doesn't necessarily warrant acting, but then after the fact you think about it and can't find the ad ever again? The target markets and media strategies will be focused on creating more exposures to our messages.

Fly Markets

- Phoenix/Scottsdale
- Chicago
- Los Angeles
- Dallas

Drive Markets

- Spokane
- Boise
- Lethbridge
- Calgary
- Edmonton

Montana Markets

- Billings
- Missoula
- Kalispell

The personas Great Falls Montana Tourism will target within these markets are:

- Active Independent Adventurers, 35-65 years old
- Culture and History Buffs, 50-65 years old
- Event Experiencers, 25-45 years old
- Shop & Diners, 25-65 years old

**GROUP TARGET MARKET**

Great Falls Montana Tourism wants to work with one person that could bring a group of people to Great Falls. This could be meetings, conventions, trade shows, sporting events, and tours. On the meeting side, Great Falls Montana Tourism will focus on associations west of Mississippi River who host meetings and conventions with 200+ attendees within the following industries:

- Agriculture
- Arts
- Culture
- Outdoor Recreation

Additionally, Great Falls Montana Tourism will target:

- Montana Associations who are open to considering new locations.
- Montana regional sporting events.

We will do research to find our targets for other group markets and determining our competitive advantages.

## CREATIVE AND CAMPAIGNS

Great Falls Montana has used a double exposure creative in its campaigns since 2020. We will be staying the course with this creative until the completion of the Tourism Master Plan and an in-depth analysis of Great Falls' marketing efforts. This year, Great Falls Montana Tourism will:

- adjust creative to not have such a polished, refined look and embrace a grittier style, visually, to the double exposure designs, playing into the filter effect we are seeing on social media where people are losing trust that what they see is reality as there are so many filters and social media is moving towards a "highlights reel" of only the filtered, best parts of life.
- shift away from the use of bright colored overlays on double exposures and look at shifting to using more muted, natural tones in overlays with the integration of more food images and messaging.
- QR codes will be added into videos and printed pieces where possible to make access to more info for planning easier for end users.

Great Falls Montana Tourism will move away from the Basecamp and Dam messaging and create campaigns focusing on a This and That effort, that leans into portraying Great Falls for what it truly is and being who we really are and what we really offer, boldly! The campaigns will integrate accessible and affordable tones with images and copy selection. The strategy is to find a classy way to say Great Falls is cheap and easy.

The campaigns will portray all sides of Great Falls from outdoor adventure to art, from fine dining to your go-to burger, from craft cocktails to draft beer, from do it all to do nothing. It will be about having your cake and eating it too with options on things to do, places to stay, dining, drinks, in a focused way.

This strategy plays into the fact that in today's society we are faced with information overload. When so much info is coming our way, we don't retain it all and we can't recall it all. Most people can't recall a full laundry list of things, but are more likely to recall options when given just 2 or 3.

The concept will be to run two campaigns in tandem, one focused on promoting mountain biking our dirt trails along the river combined with burgers and draft beer before seeing the Trailer Park Boys and the other focused on a Broadway show, our museums and grabbing a craft cocktail.

## OBJECTIVE 1

**Generate stays at Great Falls lodging properties.**

## TACTICS

Paid Media

Great Falls' paid media strategy will consider social, niche print publications with digital support, video-based placements, native articles, retargeted placements, and opportunities that leverage Glacier and Yellowstone National Park trip planners and visitors. All

placements will take advantage of custom landing pages for tracking. The focus will be on creating more exposures to our messages.

#### www.VisitGreatFallsMontana.org Website

Great Falls Montana Tourism will maintain a professional website and add micro sites for weddings, meetings, and groups. Detailed scenic drives will be added to the site that highlight noteworthy stops and points of history will be added. The website will be improved through the year with information that is often requested to ensure information is readily accessible for target audiences. Particular attention will be paid to pages within the site that get the most traffic to ensure continual fresh and relevant content is available, especially to the event page where new travel worthy events will be added weekly to increase date specific travel to Great Falls.

#### Earned Media

Great Falls Montana Tourism will monitor Help a Reporter Out “HARO” listserv for media searching for sources on story topics and provide information that will encourage leisure travel to Great Falls.

#### Trade Shows

Great Falls Montana Tourism will attend trade shows in target markets with preference given to niche shows and shows that have a large Montana presence to attract leisure travelers to travel to Great Falls. We will consider partnership options for attending larger and longer shows. Specific shows considered include:

- Calgary Outdoor Travel and Adventure Show
- Calgary Women’s Show
- Boise Bike Show
- Spokane Bike Show

#### Facebook

Great Falls Montana Tourism will be the leader in producing original content about Great Falls, using “Glimpse of Great Falls” video segments, “Did you Know/Check this Out” image segments, “This is New” posts, member developed and supplied “Show Me” video segments, “Foodography” posts that highlight Great Falls’ foodie scene, “Big Sky View” drone video segments, “Buy Your Friendship” giveaway posts, and new content announcement posts. Members who create Facebook events and add Great Falls Montana Tourism as the co-host will have the co-host request accepted for the event to be added to our page’s event section. Shared content will be limited as it produces lower impressions and engagement; however, Great Falls Montana Tourism will post shared content of positive news highlighting the Great Falls’ community, current non-political events, and exciting opportunities with the primary objective to make Great Falls, Montana the destination for a leisure traveler. Great Falls Montana Tourism will also manage its Facebook channel by:

- Inviting people who engage with our content and ads to Like our page.
- Responding to comments and messages, both positive and negative, as appropriate.

#### Instagram

The strategy with this tactic is to leverage user generated images to post breathtaking, emotion invoking photos on our feed of the diverse landscapes and seasonal experiences

in and around an approximate 60-mile radius from Great Falls for leisure travelers to be inspired by. As appropriate, this tactic will also supplement the growth of our photo library by securing the rights and the original high-resolution images to use in other media efforts.

Feed posts will include:

- Current brand toned captions.
- Great Falls, Montana as the tagged location, with the specific location added in the comments.
- The hashtags: #VisitGreatFalls #GreatFallsMontana #GreatFallsMT #GreatFalls #Montana.
- Additional trending experience, season, and image specific hashtags to leverage larger feeds.

Great Falls Montana Tourism will create short form videos highlighting activities, events, special features, unique experiences, and beautiful views to be used on reels and shared in stories. Lastly, tagged content, current events, blog post links, podcast episode links, and other relevant content that highlight outdoor adventure and activities in Great Falls will be shared in our stories, as appropriate. Great Falls Montana Tourism will continue to manage this channel by:

- Responding to comments and messages, both positive and negative, as appropriate.
- Finding and following hashtags and creators relevant for our purpose.

#### YouTube

Great Falls Montana Tourism will use this tactic to launch a “Great Stories of Great Falls” series. This will be long-form documentary style videos produced by Great Falls Montana Tourism that will emotionally connect viewers to Great Falls and provide a deeper reason for leisure travelers to travel to our community. Topics for this series could be:

- Inside and Behind our Five Dams
- The remains of our mining history
- The feisty women of Great Falls and the legacy to see today
- The localist, freshest beer of the world is in Great Falls
- 30 years in the making – River’s Edge Trail System
- Where the history of plains Indians is still present in Great Falls

The “What’s Up Wednesday” video segment will be resurrected for this tactic and posted weekly, highlighting what can be done in the coming weekend and in two-weeks in Great Falls. Short-form videos will be produced and published furthering the “Montana People of Great Falls” effort, providing business profile videos to connect the viewers to the people of Great Falls that make it a special place to visit. Furthering our people connection, we will produce “Makers of Great Falls” and “Artists of Great Falls” short-form videos. Great Falls Montana Tourism will continue to manage this channel by:

- Responding to comments and messages, both positive and negative, as appropriate.
- Organizing content into Playlists, as appropriate.

#### LocalHood

This tactic is a Crowdriff platform that is available in partnership with BrandMT. Great Falls Montana Tourism will leverage this tactic to publish itinerary ideas and tips of things leisure travelers can do. As appropriate, this content will be downloaded and shared to Great Falls Montana Tourism’s Instagram Reels and YouTube Shorts.

### We're No Dam Experts Podcast

Great Falls Montana Tourism will create, produce, and publish a weekly episode on a topic about Great Falls, Montana. These episodes will be supported with a landing page that contains a link to each episode. Each episode will be shared on Facebook and Instagram and published to YouTube.

### "Adventure Awaits" Email

A monthly email will be developed using current brand tone and imagery then delivered to our 80,000+ database to encourage travel in the next 60 days using Constant Contact. Additional special editions will be delivered to targeted interests as the need arises. All Adventure Awaits emails will be shared with a Facebook post.

### "Get to Know Great Falls" Email

In lieu of mailing printed visitor guides, an email, using Constant Contact, will be sent to inquiries received from paid media placements. If requested from the email, a printed guide will be mailed.

### Printed Material

Great Falls Montana Tourism will develop and make available four printed resources to educate and orient travelers about Great Falls, Montana. Those pieces are:

- Montana's Basecamp Magazine – the official visitor guide for Great Falls which contains everything someone needs to know about Great Falls.
- Great Falls Map Pads – tear off sheets for navigating the streets of Great Falls.
- The Falls of Great Falls Map Pads – tear off sheets for navigating to all 5 falls on the Missouri River in Great Falls.
- Highlight Sheet – a one page piece to use with groups to showcase the must dos of Great Falls.

### Leverage Connected Audiences/Influencers

This tactic is broad based and will leverage audiences already connected to Great Falls. Great Falls Montana Tourism will consider:

- Creating a printed insert for local businesses to include with their Great Falls made products being sent directly to consumers that invites them to visit.
- Creating window decals for member businesses that includes a QR code taking the viewer directly to a video about Great Falls, Montana.
- Working with the Newberry and other venues to ask traveling talent to tag Great Falls, Montana in posts about upcoming events they are doing in Great Falls. Ask talent to enjoy Great Falls and let us capture video to post to our social channels and tag talent.
- Working with persona based Great Falls residents for them to create specific content that will be posted to their channels where Great Falls Montana Tourism is tagged.
- Working with Great Falls sporting venues: Electric City Speedway, Great Falls Trap and Skeet Club, Voyager Stadium, Montana ExpoPark, Great Falls Ice Plex, and Mclaughlin Center.
- Researching options for travel package donations, filled with Great Falls made products and member experiences, to be auctioned during fundraising events in target markets.

- Sponsorships that will provide marketing opportunities for Great Falls Montana Tourism during sponsored activities targeted to leisure and group travelers. Opportunities most appealing include Great Falls Montana Tourism include video play features, program ads, access to databases for welcome, fill-your-after-hours, and thank you communications, magazine display space, scripted overhead announcements, and social channel takeovers.
- Work with Touro University Montana, Malmstrom Air Force Base, and University of Providence to invite staff, students, and personnel's, family and friends to come visit them in Great Falls.

### Blogs

Great Falls Montana Tourism will leverage this website feature to highlight the what's and how's of things to do in Great Falls. The types of content that will be blogs are "Where to Throw Horseshoes", "Where to have motorized fun", "Rodeos and PowWows", "Great Falls' Burger Challenge", "Is the fishing here really worth it?", "What to Hunt and Where". Blogs will be more evergreen and developed and published by both Great Falls Montana Tourism and resident experts throughout the year. Additionally, Great Falls Montana Tourism will develop and publish a less evergreen monthly "Only in Great Falls" blog that will feature activities and events that can only be done in the coming month in Great Falls and shared through a post on Facebook.

### Network and Research

This tactic is about leveraging others for the benefit of Great Falls. Great Falls Montana Tourism will:

- Network with leaders at Rotary, Chamber, Montana Society of Association Executives, and other professional functions to find industry associations, passion projects, reunions, and sporting events residents are connected to and ask for referrals to bring the opportunity to Great Falls.
- Work with local venues to develop a comprehensive calendar of projects and leverage the success of those local projects for national opportunities.
- Prospect through LinkedIn to connect with meeting planners and build relationships with them to find opportunities they need destinations for.
- Deliver "Bring it to the Basecamp" presentations to civic organizations and ask for referrals of group opportunities.
- Search MINT+ database for new meeting and convention opportunities by industry and location and send letters of interest to qualified leads.
- Search public event calendars at venues in communities like Great Falls for groups they have secured and solicit group to consider Great Falls.
- Respond to Request for Proposals by providing:
  - partner supplied room rates & availability or agreed upon percentage discount on standard rates on future bookings.
  - information on applicable resources, such as catering, live music, networking events, transportation, and family itineraries.
  - industry specific options for keynote addresses or on-site tours.
  - details on unique attendee experience opportunities to increase attendee interest.
  - connections to community and industry leaders, local service providers, and community engagement opportunities.

- o testimonies from previous groups secured through surveys of completed events.

#### “Get it in Great Falls” Lead Distribution

Great Falls Montana Tourism will search the MINT+ database for meetings of 10-125 attendees and send those leads to Great Falls lodging and venue properties monthly.

#### LinkedIn

Great Falls Montana Tourism will leverage industry trends and utilize this social platform to:

- highlight networking activities, space, unique opportunities, and successes.
- promote affordability and accessibility.
- showcase landed businesses and successes of getting things done.
- share industry advantages only in Great Falls.

#### “Bring it to the Basecamp” Email

Great Falls Montana Tourism will leverage industry trends and develop an email with relevant content and distribute to its planner/organizer database, using Constant Contact.

#### Familiarization Tours

Great Falls Montana Tourism will continue to provide a virtual familiarization tour for planners of group events. In-person tours will be strategically made available throughout the year. These tours will provide planners with the opportunity to see Great Falls, its venues, and experiences in person to better picture what an event in our community could look like.

#### Targeted Events

Great Falls Montana Tourism will step away from hosted buyer shows for meetings this year and test other areas of the group markets. We will learn a little more about these events from our peers that have attended and visit with BrandMT regarding the deliverables for these events. We will discuss with our local properties what their efforts currently involve and what groups are already coming. Based on findings from these conversations, Great Falls Montana Tourism will consider attending:

- American Bus Association (ABA) Marketplace
- International Roundup (IRU)
- Go West
- Destination West
- American Motorcoach Association (AMA)
- International Inbound Tour Association (IITA) Summit
- National Tour Association (NTA) Travel Exchange
- IPW
- RMI
- ITB
- ESTO

### Incentives

Great Falls Montana Tourism will utilize big and small incentives to gain favor with organizers to talk to us or land businesses in Great Falls. Incentives for landed business will provide opportunities for members to benefit from.

### Attendance Building

Great Falls Montana Tourism will attend preceding events of meetings/convention landed to build attendance, provide social media assets for organizers to post about Great Falls, and/or distribute communications about Great Falls to potential attendees.

### GOALS

Maintain record setting room demand levels of FY23 measured by Smith Travel Research reports and maintain overnight visitation of FY23 measured by Institute for Tourism and Recreation Research. Grow lodging tax collections 2%. Grow LinkedIn Followers 60%. Grow Facebook Followers 15%. Grow Instagram Followers 15%. Grow YouTube Audience 80%. Average 100,000 weekly social media impressions. Produce 6 "Great Stories of Great Falls". Secure 4 new groups to Great Falls. Aid partners in securing 4 new groups to Great Falls.

### OBJECTIVE 2

**Increase return overnight visits and trip extensions.**

### TACTICS

#### Signage

A sign will be placed on the front door at 15 Overlook Dr to let guests know when humans are available to visit with them and direct them to scan a QR Code to receive a welcome message and details about what to do in Great Falls when we are away enjoying Great Falls (like they should be doing).

#### City Keyosk

Great Falls Montana Tourism will research the possibility of partnering with the City Keyosk system already in local lodging properties to place content within their system for in-market guests to know what to do in Great Falls.

#### Interactive Kiosk

A kiosk is planned at 15 Overlook Drive through the Wayfinding Plan and has funding attached to it through a Main Street Grant, which Great Falls Montana Tourism is helping to provide match for. Downtown Great Falls is leading this effort and we will work with them to determine specific kiosk options and consider the option of upgrading at our own expense, if needed.

#### Guest Services

Great Falls Montana Tourism will provide services to guests coming to 15 Overlook Drive throughout the year, during regular operations, as staff time allows. This would be Monday – Friday between the hours of 9 am and 4 pm, excluding holidays, board meetings, and extenuating circumstances.

- Offer Welcome Booth at event with Great Falls resources to provide attendees information about things to do after conference.
- Develop pre/post conference itineraries for distribution to meeting attendees.



- Provide Family/Partner itineraries to increase add-on attendance.

#### The Eventory

Great Falls Montana Tourism will create and deliver The Eventory, an inventory listing of events occurring in Great Falls, weekly. The email will be sent, using Constant Contact, to distribution lists that include event industry partners, interested parties, and lodging properties to aid in itinerary fillers for in-market guests, to share what events are coming up with in-market guests, and strategic planning or collaborating on established and new events with other organizers.

#### Coming Soon Display

Great Falls Montana Tourism will maintain a digital coming soon display visible within and from outside of 15 Overlook Drive.

#### Invite Them Back

Prior to the start of a large event in Great Falls, Great Falls Montana Tourism will provide to lodging properties and members, details about the next events that guests can be invited back for.

#### GOAL

Maintain 90% of groups staying overnight in Great Falls are with repeat visitors as measured by Institute for Tourism and Recreation Research.

#### OBJECTIVE 3

##### **Increase room demand from Wednesday to Sunday night of Western Art Week 2024.**

\*Great Falls Montana Tourism will focus on attracting the Event Experiencers to Great Falls during Western Art Week and leave the Art Buyer market to the shows to attract. The following tactics are designed for first time and repeat attendees.

#### TACTICS

[www.WesternArtWeek.com](http://www.WesternArtWeek.com) Website

Great Falls Montana Tourism will manage the content on this micro-site to list all the shows with links to the show pages where details of events and artists can be found.

#### Target Market Gallery Pop-Up Show

Great Falls Montana Tourism will partner with select Western Art Week artists from select Drive and Montana Markets and create a mini-Western Art Week experience within those artists community, including a quick finish or quick draw or auction. We will consider leveraging local businesses business after hours events to gain attendance. All attendees will receive an incentive to travel to Great Falls for Western Art Week. The incentive could be:

- Limited Edition Print
- Drawing entry for original art during an opening reception to a show
- VIP Tickets
- Drawing for a free night stay in any Great Falls lodging property

### Influencers

Great Falls Montana Tourism will research options to sponsor a creator(s) of influence from select Drive and Montana Markets to attend Western Art Week for their first time and create, or have content created around their experience to post on theirs and Great Falls Montana Tourism's channels.

### Paid Media

Great Falls Montana Tourism will leverage the new video assets developed in FY23 for paid placement. Messaging will include notice of rebate for attendees.

### Owned Media

Great Falls Montana Tourism will work with show organizers to feature artists and their works on WesternArtWeekGF Facebook page.

### VIP Tickets

This tactic will consider the creation of a VIP Ticket that would provide benefits at participating shows that could include:

- Reserved seating at events
- Hosted Hospitality area
- Valet or reserved parking at shows

### Rebate

Great Falls Montana Tourism will provide a \$50 rebate to Western Art Week attendees who complete a form and provide a folio from a Great Falls lodging property for a completed stay on Wednesday, March 13, 2024.

### GOAL

20% increase in total Wednesday to Sunday night room demand over FY23 measured by Smith Travel Research reports.

### OBJECTIVE 4

**Increase number of mimosas sold during 5<sup>th</sup> Annual Mimosa Showdown in partnership with Downtown Great Falls.**

### TACTICS

[www.MimosaShowdown.com](http://www.MimosaShowdown.com) Website Page

Great Falls Montana Tourism will maintain a page on its website that will have [www.MimosaShowdown.com](http://www.MimosaShowdown.com) direct to. This will be the landing page used for paid media efforts and highlight the showdown participants and the 2024 showdown contender. Other events planned in conjunction with the Showdown will also be highlighted, such as Sunday brunch or live music.

### Paid Media

Great Falls Montana Tourism will leverage previous Mimosa Showdown video assets for paid placement to encourage travel to Great Falls for the event.

### Support Materials

Great Falls Montana Tourism will lead the effort to develop printed materials in coordination with Downtown Great Falls that will list all the Showdown participants and text to vote instructions. These materials will be distributed prior to the Showdown for participants to place within their establishment.

### Owned Media

Great Falls Montana Tourism will create a Facebook Event and include Downtown Great Falls and Showdown Participants as co-hosts. Great Falls Montana Tourism will create content related to the event and post on its social channels, tagging Downtown Great Falls and specific Showdown participants.

### GOAL

1,000 Mimosas sold per establishment measured by establishment feedback.

### OBJECTIVE 5

**Create alliances with champion-led efforts that enhance Great Falls' competitiveness for overnight visitation and further the mission of Great Falls Montana Tourism.**

### TACTICS

#### Partnership Proposals

Great Falls Montana Tourism will accept proposals throughout the year to fund projects that will generate NEW room nights in Great Falls lodging properties. There is no minimum or maximum amount for a request, however; funding decisions will consider the potential revenue Great Falls Montana Tourism will generate and the cost per one thousand impressions of marketing that will be received. There is no set number of proposals that will be awarded in any year. Great Falls Montana Tourism is not a continuous source of funding. There is no set number of grants awarded in any year.

#### Resource Clearinghouse

Great Falls Montana Tourism will provide bulk printed resources upon request to partners who will be working with guests on our behalf. This tactic also includes inventory management by Great Falls Montana Tourism to ensure materials produced by our organization as well as partner organizations are in-stock and available.

### GOAL

Review and act on every opportunity presented.

### OBJECTIVE 6

**Increase direct flights to Great Falls.**

### TACTICS

#### Invest and Support

Great Falls Montana Tourism will support Great Falls International Airport and the Great Falls Chamber Foundation as they lead the Low-Cost Air Initiative and the Small Community Air Service Development (SCASD) effort. In addition to support, Great Falls Montana Tourism has committed \$275,000 over three years to help secure and support a low-cost air carrier, to market specific flights to ensure their success. Great Falls Montana

Tourism has invested \$50,000 as a match for SCASD. Additionally, Great Falls Montana Tourism devotes portions of its paid media spend in communities that have direct flights and those targeted for potential new direct flights.

## GOAL

One new direct flight market added to GTF.

## OBJECTIVE 7

**Determine Great Falls' competitive advantages to grow tourism and expand the community's opportunities and competitiveness to attract visitors overnight.**

## TACTICS

Collaborate with Consultants

Great Falls Montana Tourism will work with the consultant team to research and analyze Great Falls and determine strategies for tourism growth for the destination.

## GOAL

Adoption of a Comprehensive Tourism Strategic Master Plan for Great Falls, Montana with discovery, research, analysis, and data and an implementable road map with 1-, 2-, 3-, 4- 5-, 10-, 15-, and 20-year planning windows, supported by specific metrics to gauge progress by and methodology to prioritize the resources to achieve the goals and objectives of the plan.

## OBJECTIVE 8

**Increase the number of Convention and Visitors Bureau members.**

## TACTICS

1:1 meetings

Great Falls Montana Tourism will target businesses and organizations that will receive value from and help support Tourism's efforts and visit about the benefits of the annual \$100 investment.

Referrals

This tactic relies on current members to share their experience with Great Falls Montana Tourism to recruit other businesses to become members. Successful recruiter members will receive a \$25 credit on their membership, up to \$50 per year.

Marketing Opportunities

Great Falls Montana Tourism will provide non-paid opportunities to members and paid opportunities for members and non-members to leverage our marketing efforts. The non-paid opportunities include:

- Providing materials, discounts and special offers for Great Falls Montana Tourism landed attendees.
- Notice of event sponsorship availability.
- Trade show booth feature.

The paid marketing efforts include:

- "Let Us Welcome You" retargeted offers/discount email and Visitor Magazine QR Code where members and lodging properties provide a discount to be delivered to travelers using a digital pass. Provided on a first come, first served basis.

- “We Want You Here” retargeted email opportunities where the member buys-in for a 100% of voice sponsored content retargeted email served as part of an automated series to a list of people who engaged in an initial Adventure Awaits email. The content will be approved and placed by Great Falls Montana Tourism. \$200 for members, \$600 for non-members. Provided on a first come, first served basis. Only 1 per month available.
- “Friday Basecamp Sponsor” opportunities beginning on National Tourism Day (May 6, 2022) until the last Friday in September. Members will work with Tourism Staff to design a value-added sponsorship at 15 Overlook Drive on Fridays. Put your t-shirts on our team, provide samples of your food for guests, do a giveaway, provide a special coupon. It’s only good for one day – so make the most of it. \$25 for members, \$250 for non-members. Provided on a first come, first served basis. Only 1 per week available for a total of 21.
- “Give us a Minute” sixty-second sponsored content spot on Montana’s #1 Podcast, We’re No Dam Experts. The scripted spot will be approved and produced by Great Falls Montana Tourism, in podcast style, and aired at the beginning of the weekly podcast episode as well as listed in the library as its own mini episode. \$100 for members, \$400 for non-members. Only 1 per week available for a total of 52.

#### Website

Great Falls Montana Tourism will maintain a membership section on [www.VisitGreatFallsMontana.org](http://www.VisitGreatFallsMontana.org) that includes membership benefits, marketing opportunities and a fillable membership form. This is a more passive tactic, however, has produced new members without staff time.

#### GOAL

160 total members by 6/30/2024.

#### OBJECTIVE 9

**Maintain a highly functioning, accountable, mission focused, organization with educated staff and informed Directors, members, and partners.**

#### TACTICS

##### Board, Partner Communication

Great Falls Montana Tourism will create and deliver weekly Tourism Tuesday emails for interested parties and Board of Directors that highlights the team’s results and pertinent items that affect Tourism, from the previous week. Great Falls Montana Tourism will maintain a weekly and monthly paid media performance dashboard, a weekly owned media dashboard, and a monthly goal dashboard supported by data of visitation, lodging tax collection, and TBID assessment collection.

##### Board of Directors Management

The Board of Directors and Executive Committees will meet monthly to monitor financials, review progress towards goals, discuss pressing issues, review strategy, and adopt changes in strategic efforts. Great Falls Montana Tourism will provide Director orientation and opportunities for new Directors to be mentored by more seasoned Directors.

### Policy and Procedure Review

Along with the Board of Directors, Great Falls Montana Tourism will review and update policies and procedures and add new governance as needed.

### Financial Management

Great Falls Montana Tourism will follow financial management policies in managing the organization's funds. Staff will oversee:

- annual audit of assessment and tax funds.
- coordinate 990 preparations for Great Falls Convention and Visitors Bureau.
- submit annual reports for both Great Falls Tourism Business Improvement District and Great Falls Convention and Visitors Bureau.
- deliver quarterly financial reports for Great Falls Convention and Visitors Bureau.
- complete annual marketing evaluation report for Great Falls Convention and Visitors Bureau.

### Professional Development

Staff will be provided with opportunities for continued education within the industry and their area of professional purpose. Staff will take advantage of webinars from Destinations International, DMA West, Rotary, and other industry partners. Trainings and conferences Great Falls Montana Tourism will consider attending:

- Destinations International Annual Convention
- DMA West CEO
- DMA West Tech Summit
- Destinations International Marketing and Communications Summit
- Destinations International Sales & Services summit
- Social West

### Customer Management

Great Falls Montana Tourism will track all activity for inquiries, leads, projects, and partners through iDSS customer relationship management system.

### Stakeholder Management

Great Falls Montana Tourism will create and deliver quarterly "Basecamp Briefs" for members, lodging properties and community leaders. We will find strategically aligned opportunities to gather stakeholders together for specific purposes to build, educate, and align tourism stakeholders. A joint Tourism Annual Meeting will be held every June.

### Project Management

This tactic involves keeping records in iDSS up to date with notes regarding each contact with a project. Great Falls Montana Tourism will also create and deliver progress reports as needed to venues and lodging properties regarding projects lost and secured and known business occurring in Great Falls.

### Staff/Volunteer Management

Great Falls Montana Tourism will maintain a year-round staff of an Executive Director, Sales Director, Content Director, and Guest Services Manager. This team will implement this plan and approved recommendations from the Comprehensive Tourism Strategic Master Plan.

To ensure effective and efficient use of staff time, we will conduct weekly meetings to prioritize for the week, discuss hurdles, and strategize implementation efforts regarding each tactic.

#### Advocate

Great Falls Montana Tourism will leverage Board of Directors to do most of the advocating, however, staff will be involved in key efforts connected to:

- Increasing awareness of Tourism efforts through civic group presentations.
- Opposing any attempts to reduce or reallocate funds generated through current Tourism Business Improvement District laws.
- Opposing any attempts to change the lodging facility use tax that would negatively impact its ability to be used for tourism promotion and tourism infrastructure.
- Opposing efforts that reduce Great Falls' competitiveness to attract overnight visitors.

#### GOAL

Clean audit with zero findings. Retain results producing staff.



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

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

Great Falls Montana Tourism Budget  
FY24 to FY23 Comparison

	CVB FY24	CVB FY23		General FY24	General FY23		TBID FY24	TBID FY23		Total FY24	Total FY23	
<b>Income</b>												
1 Bed Tax	\$213,436	\$195,448	9%	\$0	\$0		\$0	\$0		\$213,436	\$195,448	9%
2 TBID Assessment	\$0	\$0		\$0	\$0		\$765,508	\$757,388	1%	\$765,508	\$757,388	1%
3 Reserves	\$0	\$0		\$0	\$0		\$133,600	\$0	100%	\$133,600	\$0	100%
4 Membership	\$0	\$0		\$10,000	\$15,000	-33%	\$0	\$0		\$10,000	\$15,000	-33%
5 Grant	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	
6 Advertising	\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0	
<b>Total Income</b>	<b>\$213,436</b>	<b>\$195,448</b>	<b>9%</b>	<b>\$10,000</b>	<b>\$15,000</b>	<b>-33%</b>	<b>\$899,108</b>	<b>\$757,388</b>	<b>19%</b>	<b>\$1,122,544</b>	<b>\$967,836</b>	<b>16%</b>
<b>Expenses</b>												
7 Personnel	\$37,187	\$30,391	22%	\$0	\$0		\$239,717	\$227,978	5%	\$276,904	\$258,369	7%
<b>Administration</b>												
8 Rent	\$0	\$0		\$0	\$0		\$10,500	\$4,500	133%	\$10,500	\$4,500	133%
9 Utilities	\$0	\$0		\$0	\$0		\$9,200	\$9,200	0%	\$9,200	\$9,200	0%
10 Memberships	\$0	\$0		\$0	\$0		\$13,000	\$13,000	0%	\$13,000	\$13,000	0%
11 Subscriptions	\$0	\$0		\$0	\$0		\$18,000	\$16,000	13%	\$18,000	\$16,000	13%
12 Maintenance	\$0	\$0		\$0	\$0		\$6,500	\$6,000	8%	\$6,500	\$6,000	8%
13 Supplies	\$0	\$0		\$0	\$0		\$9,000	\$12,000	-25%	\$9,000	\$12,000	-25%
14 Travel	\$0	\$0		\$0	\$0		\$1,000	\$0	100%	\$1,000	\$0	100%
15 Stakeholder Events	\$0	\$0		\$850	\$0	100%	\$500	\$0	100%	\$1,350	\$0	100%
16 Postage	\$0	\$0		\$0	\$0		\$1,200	\$1,000	20%	\$1,200	\$1,000	20%
17 Insurance	\$1,500	\$1,459	3%	\$0	\$0		\$3,200	\$3,200	0%	\$4,700	\$4,569	3%
18 Professional Fees	\$2,500	\$1,850	35%	\$0	\$0		\$20,000	\$18,200	10%	\$22,500	\$5,000	350%
19 TAC	\$1,500	\$1,500	0%	\$0	\$0		\$0	\$0		\$1,500	\$1,500	0%
20 Professional Development	\$0	\$0		\$0	\$0		\$18,000	\$5,000	260%	\$18,000	\$5,000	260%
<b>Total Admin</b>	<b>\$5,500</b>	<b>\$4,809</b>	<b>14%</b>	<b>\$850</b>	<b>\$0</b>	<b>100%</b>	<b>\$110,100</b>	<b>\$88,100</b>	<b>25%</b>	<b>\$116,450</b>	<b>\$92,909</b>	<b>25%</b>
<b>Leisure Traveler Marketing</b>												
21a Media Placement	\$110,000	\$87,000	26%	\$0	\$0		\$140,000	\$128,000	9%	\$250,000	\$215,000	16%
21b Management & Production	\$34,749	\$27,800	25%	\$0	\$0		\$47,291	\$41,310	14%	\$82,040	\$69,110	19%
22 Groups	\$0	\$0		\$0	\$0		\$40,000	\$25,000	60%	\$40,000	\$25,000	60%
23 Influencers	\$0	\$0		\$0	\$0		\$12,000	\$0	100%	\$12,000	\$0	100%
24 Destination Development	\$0	\$0		\$0	\$0		\$195,000	\$22,500	767%	\$195,000	\$22,500	767%
25 Digital Kiosks	\$0	\$0		\$0	\$0		\$15,000	\$0	100%	\$15,000	\$0	
26 Print Resources	\$0	\$0		\$0	\$0		\$10,000	\$0	100%	\$10,000	\$0	
27 Opportunity	\$1,000	\$20,448	###	\$0	\$0		\$30,000	\$87,500	-66%	\$31,000	\$107,948	-71%
28 Photo & Video Library	\$0	\$0		\$0	\$0		\$10,000	\$10,000	0%	\$10,000	\$10,000	0%
29 Visitor Guide	\$20,000	\$20,000	0%	\$6,000	\$6,500	-8%	\$0	\$0		\$26,000	\$26,500	-2%
30 Joint Venture	\$5,000	\$5,000	0%	\$0	\$0		\$0	\$0		\$5,000	\$5,000	0%
31 Trade Shows	\$0	\$0		\$0	\$0		\$5,000	\$5,000	0%	\$5,000	\$5,000	0%
32 Website	\$0	\$0		\$0	\$0		\$20,000	\$20,000	0%	\$20,000	\$20,000	0%
33 Events	\$0	\$0		\$3,150	\$3,500	-10%	\$25,000	\$0	100%	\$28,150	\$3,500	704%
34 Reserves	\$0	\$0		\$0	\$5,000	-100%	\$0	\$102,000	-100%	\$0	\$107,000	-100%
<b>Total Program</b>	<b>\$170,749</b>	<b>\$160,248</b>	<b>7%</b>	<b>\$9,150</b>	<b>\$15,000</b>	<b>-39%</b>	<b>\$549,291</b>	<b>\$441,310</b>	<b>24%</b>	<b>\$729,190</b>	<b>\$616,558</b>	<b>18%</b>
<b>Total Expenses</b>	<b>\$213,436</b>	<b>\$195,448</b>	<b>9%</b>	<b>\$10,000</b>	<b>\$15,000</b>	<b>-33%</b>	<b>\$899,108</b>	<b>\$757,388</b>	<b>19%</b>	<b>\$1,122,544</b>	<b>\$967,836</b>	<b>16%</b>
<b>Net Profit</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	

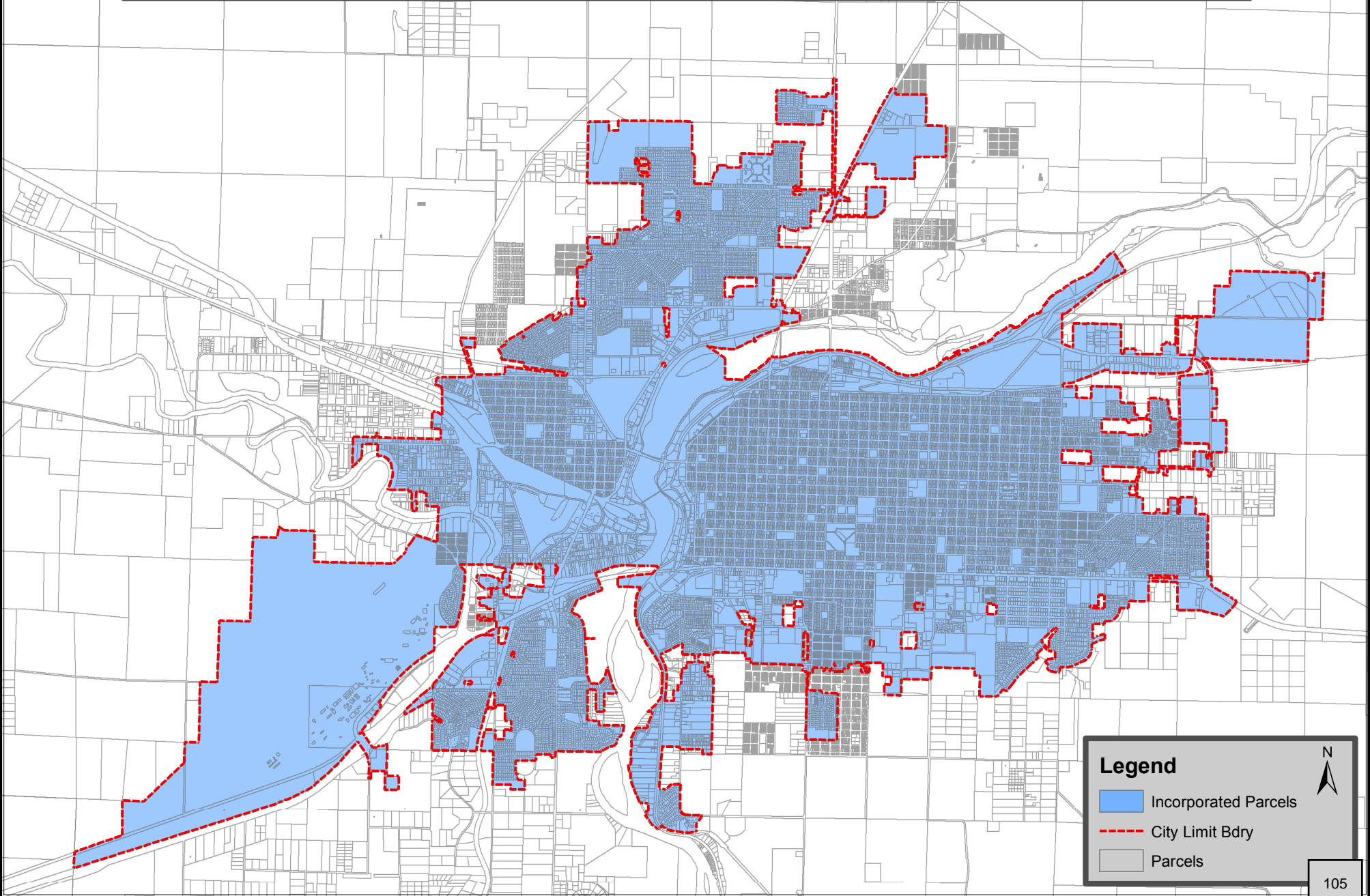
2/6/2023

**Results**

	Current	TARGET	Progress	2023	Weeks to Go 52		Growth
					# To Target	Weekly Goal	
Maintain FY23 Room Demand		276,139	0%	276,139	276,139	5,310	-100%
Increase Lodging Tax Collection 2%		214,200	0%	210,000			-100%
Maintain FY23 Overnight Visitation		1,331,000	0%	1,331,000			-100%
Maintain 90% Repeat Visitation		1,197,900	0%	1,197,900	1,197,900	23,037	-100%
Secure 4 NEW Group Commitments		4	0%	2	4	0	-100%
Partner's Secure 4 NEW Group Commitments		4	0%	NA	4	0	
1 New Direct Flight to GTF		1	0%	NA	1		
Grow W-Su Western Art Week Room Demand by 20%		8,035	0%	6,696			-100%
Sell 1,000 Mimosas during Mimosa Showdown		1,000	0%	750			-100%
Adopt Comprehensive Tourism Strategic Master Plan		Adopt	0%	NA			
Produce 6 Great Stories of Great Falls		6	0%	NA	6		
Generate 100,000 Avg Weekly Social Media Impressions		100,000	0%	86,000			-100%
Grow LinkedIn Followers by 60%		659	0%	412	659	13	-100%
Grow Facebook Followers by 15%		16,160	0%	14,052	16,160	311	-100%
Grow Instagram Followers by 15%		7,424	0%	6,456	7,424	143	-100%
Grow YouTube Audience by 80%		495	0%	275	495	10	-100%
Secure 160 Members		160	0%	134	160	3	-100%
Zero Audit Findings		0	0%	0			
Retain Results Producing Staff	3	4	75%	3	1	0.0	0%

# Tourism Business Improvement District No. 1307

## Map of District Boundaries



**Legend**

-  Incorporated Parcels
-  City Limit Bdry
-  Parcels

N



Commission Meeting Date: July 18, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Public Hearing on Resolution 10510 – Intent to Increase Property Tax

**From:** Gregory T. Doyon, City Manager

**Initiated By:** Statutory Budget Requirements

**Presented By:** Melissa Kinzler, Finance Director

**Action Requested:** Conduct Public Hearing on Resolution 10510 – Intent to Increase Property Tax

**Public Hearing:**

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

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10510 – Intent to Increase Property Tax.”

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

**Staff Recommendation:** Staff recommends the City Commission conduct the public budget hearing on the intent to increase property taxes and adopt Resolution 10510.

**Background:** Prior to the adoption of the City’s annual budget, the City is required to hold public hearings on 1) the intent to increase revenue from property taxation, and 2) the proposed annual budget.

The City of Great Falls has a limited ability to increase property tax revenue because of a statewide property tax cap. Under Section 15-10-420, MCA, the City is authorized to increase property tax revenue by “one-half of the average rate of inflation for the prior 3 years.”

The City did not raise the inflationary factor in Fiscal Years 2021 and 2022 due to the COVID-19 pandemic and aiding in economic recovery for taxpayers. The City utilized the full inflationary factor including carryover mills in Fiscal Year 2023.

For Fiscal Year 2024 (Tax Year 2023) as provided by the Montana Department of Administration, the allowable inflationary adjustment is 2.46%. This amounts to \$451,129 of additional revenue for the General Fund.

Sections 15-10-420 and 2-9-212(2)(a), MCA, also allow property tax levy increases for premium contributions for group benefits. The City is proposing an additional 1.92% property tax levy increase for health insurance premiums. This would provide \$353,042 in additional revenue to help offset the health insurance increases in the General Fund. Health insurance premiums increased 8% for Fiscal Year 2024.

The total proposed allowable property tax levy increase is 4.38%.

The hearing on Resolution 10510 is the Intent to Increase Property Tax, whereas additional action by the City Commission will be needed in the future to set the increased mill levy. This will occur after the City receives its certified taxable value from the Montana Department of Revenue in August.

**Fiscal Impact:** The fiscal impact of the proposed increase for inflation for a residential home with a taxable market value of \$100,000 would be approximately \$5.90 for Fiscal Year 2024. The fiscal impact of the proposed increase for the “Permissive Medical Levy” is \$4.61. The total impact on a residential home with a taxable market value of \$100,000 would be \$10.51 for the year. The total impact for a \$200,000 home would be \$21.02; for a \$300,000 home would be \$31.53 and for a \$600,000 home it would be \$63.06. The fiscal impact of not authorizing the increase for inflation or permissive medical levy to the General Fund would result in a revenue shortfall of \$804,171 for the proposed budget.

	Taxable Market Value for a Residential Home			
	<b>\$100,000</b>	<b>\$200,000</b>	<b>\$300,000</b>	<b>\$600,000</b>
Inflationary Factor Increase	\$5.90	\$11.80	\$17.70	\$35.40
Permissive Medical Levy Increase	\$4.61	\$9.22	\$13.83	\$27.66
<b>Total Increase</b>	<b>\$10.51</b>	<b>\$21.02</b>	<b>\$31.53</b>	<b>\$63.06</b>

**Alternatives:** If the resolution on Intent to Increase Property Taxes is not adopted, the General Fund would need to determine alternative revenues from non-property tax sources. Other options include reducing proposed expenditures by \$804,171 or using General Fund fund balance of \$804,171. The City could also allocate monies received from the CARES Act. To balance the General Fund, \$998,064 from the CARES Act has already been used to offset the use of undesignated fund balance in FY2024. The General Fund balance is projected to be \$6,845,473 million (17.6% of expenditures) at the end of Fiscal Year 2024. The City of Great Falls fund balance policy set in the Annual Budget Resolution is a minimum of 22%. The FY2024 budget is projected to be below the recommended policy.

**Attachments/Exhibits:**  
Resolution 10510

**RESOLUTION NO. 10510**  
**RESOLUTION OF INTENT TO INCREASE PROPERTY TAX**  
**FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024**

**WHEREAS,** Mont. Code Ann. § 2-9-212(2)(b) requires the City to hold a public hearing and subsequently adopt a resolution of its intent to increase property tax revenue, prior to budgeting for any increase in property tax revenue from existing property; and

**WHEREAS,** Mont. Code Ann. §15-10-420(1)(a) allows the City to increase its annual property tax levy by "one-half of the average rate of inflation for the prior 3 years"; and

**WHEREAS,** Mont. Code Ann. § 15-10-420(1)(c) provides for the average rate of inflation to be calculated "using the consumer price index, U.S. City average, all urban consumers, using the 1982-1984 base of 100, as published by the Bureau of Labor Statistics of the United States Department of Labor"; and

**WHEREAS,** the applicable consumer price indexes had a three year average of 4.92% and an allowed tax levy increase of **2.46%** for Tax Year 2023; and

**WHEREAS,** Mont. Code Ann. § 2-9-212(2)(a) excludes a portion of a governmental entity's property tax levy for premium contributions for group benefits from the mill levy calculation limitation provided for in Mont. Code Ann. §15-10-420; and

**WHEREAS,** Mont. Code Ann. § 2-9-212(2)(a) allows additional mill levies for premium contributions for group benefits beyond the amount of contributions in effect; and

**WHEREAS,** the applicable contributions increase allows the City to levy additional mills under Mont. Code Ann. § 2-9-212(2)(a), an allowed tax levy increase of **1.92%**; and

**WHEREAS,** the notice of public hearing on the City's intent to budget an increase in revenue from property taxation by **4.38%** was published in accordance with Mont. Code Ann. § 7-1-4127, as required by Mont. Code Ann. § 2-9-212(2)(b); and

**WHEREAS,** the hearing on the City's intent to budget an increase in revenue from property taxation was held in accordance with Mont. Code Ann. § 7-1-4131.

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

Intent to budget additional property tax revenue

The City Commission intends to budget the **4.38 percent** increase in property tax revenue allowed by Mont. Code Ann. §15-10-420.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana,  
 July 18, 2023.

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

ATTEST:

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

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

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





Commission Meeting Date: July 18, 2023  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Annual Budget Hearing on Resolution 10509 – Annual Budget Resolution  
**From:** Gregory T. Doyon, City Manager  
**Initiated By:** Statutory Budget Requirements  
**Presented By:** Melissa Kinzler, Finance Director  
**Action Requested:** Conduct Annual Budget Hearing

**Public Hearing:**

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

**Suggested Motion:**

1. Commissioner moves:  

“I move that the City Commission (adopt/deny) Resolution 10509 - Annual Budget Resolution.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

**Staff Recommendation:** Staff recommends the City Commission conduct the budget hearing and adopt Resolution 10509.

**Background:** Prior to the adoption of the City’s annual budget, the City is required to hold public hearings on the proposed annual budget.

The City started the Fiscal Year 2024 budget process in February when the Commission met to develop Commission Priorities. From there, the City Departments developed their requested budgets, and the City Manager developed his proposed budget. A budget introduction was given at a Commission Work Session on May 2, 2023.

The final proposed budget for the General Fund was presented to the City Commission at a Commission Work Session on June 20, 2023. The final proposed budget in its entirety was presented at a Commission Work Session on July 5, 2023.

The budget strategy since FY2021 has been one of economic recovery from COVID-19. The City did not utilize any tax increases in FY2021 and FY2022, and subsequently used fund balance of \$552,502 and

\$1,300,446, respectively, in those years. In FY2023, the City utilized all available tax increases for the inflationary factor and permissive medical levy. However, because of the compounding effect, not all tax revenue was recouped from the previous two years. An amount of \$1,205,000 of the CARES Act balance in the General Fund was used to balance the budget in FY2023. The City is utilizing available tax increases in FY2024 to offset the deficit in the General Fund and an additional \$998,064 of the CARES Act balance.

The proposed budget for FY2024 includes raising the full inflationary factor available. This amounts to a total of 2.46% or \$451,129. This is one-half the average rate of inflation over the prior 3 years. The proposed budget also includes utilizing the full amount available for the Permissive Medical Levy. This amount is \$353,042 in additional General Fund revenue to be used towards increased health insurance costs. In total, the additional General Fund revenue from increasing property taxes is \$804,171.

The City anticipates \$400,000 from newly taxable property, which will be known for certain after receipt of Certified Taxable Values from the DOR. The last major source of increased General Fund revenue is from the House Bill 124 Entitlement Share from the State of Montana. For FY2024, this amount increased by \$311,446.

The General Fund budget is presented using \$998,064 from money received from the CARES Act to offset using additional fund balance. The projected unreserved ending fund balance of the General Fund is 17.6%. The recommended minimum policy of the City is 22%. The remaining CARES Act balance is an additional 6.1%. The total projected ending fund balance in the General Fund, unreserved and CARES Act, is 23.7%.

Section 7-6-4024, MCA, requires that a hearing be held on the preliminary budget prior to its adoption. The budget must be approved and adopted by resolution by the later of the first Thursday after the first Tuesday in September or within 30 calendar days of receiving certified taxable values from the Montana Department of Revenue. The budget is not considered finalized until the setting of tax levies. The setting of the tax levies will be scheduled when the Montana Department of Revenue has certified taxable values for the City of Great Falls, usually in August.

**Fiscal Impact:** The fiscal impact of the proposed increase for inflation for a residential home with a taxable market value of \$100,000 would be approximately \$5.90 for Fiscal Year 2024. The fiscal impact of the proposed increase for the “Permissive Medical Levy” is \$4.61. The total impact on a residential home with a taxable market value of \$100,000 would be \$10.51 for the year. The total impact for a \$200,000 home would be \$21.02; for a \$300,000 home would be \$31.53 and for a \$600,000 home it would be \$63.06. The fiscal impact of not authorizing the increase for inflation or permissive medical levy to the General Fund would result in a revenue shortfall of \$804,171 for the proposed budget.

	Taxable Market Value for a Residential Home			
	\$100,000	\$200,000	\$300,000	\$600,000
Inflationary Factor Increase	\$5.90	\$11.80	\$17.70	\$35.40
Permissive Medical Levy Increase	\$4.61	\$9.22	\$13.83	\$27.66
<b>Total Increase</b>	<b>\$10.51</b>	<b>\$21.02</b>	<b>\$31.53</b>	<b>\$63.06</b>

**Alternatives:** If the hearing on the budget is not held, the City would not be able to adopt the Annual Budget Resolution required by state statute. The City could choose to not utilize the inflationary factor or increase for the permissive medical levy. Likewise, the City could reduce General Fund expenditures

by \$804,171 or use undesignated fund balance. Additional money from the CARES Act could also be allocated to balance the General Fund.

**Concurrences:** The proposed Fiscal Year 2024 Budget was presented by the City Manager on June 20, 2023 and July 5, 2023 at Commission Work Sessions.

**Attachments/Exhibits:**

Resolution 10509

Resolution 10509 Appendix A

**RESOLUTION NO. 10509**  
**ANNUAL BUDGET RESOLUTION**  
**A RESOLUTION RELATING TO FINAL BUDGETS AND ANNUAL**  
**APPROPRIATIONS FOR THE FISCAL YEAR**  
**BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024**

**WHEREAS**, Montana Code Annotated (MCA), 7-6-4024, requires that the budget be approved and adopted by resolution by the later of the first Thursday after the first Tuesday in September or within 30 calendar days of receiving certified taxable values from the Department of Revenue, and

**WHEREAS**, the notice of hearing on preliminary budget was published in accordance with Section 7-1-4127, MCA, as required by Section 7-6-4021, MCA, and

**WHEREAS**, the hearing on preliminary budget from property taxes was held in accordance with Section 7-1-4131, MCA, and Section 7-6-4024, MCA, and,

**WHEREAS**, the Official City Code of the City of Great Falls, Title 2, Chapter 3, Section 2.3.040 states the Municipal Court Clerk salary set by Commission resolution, and,

**WHEREAS**, the Government Finance Officers Association recommends an unreserved fund balance in the General Fund of “no less than two months of regular general operating revenues or regular general fund operating expenditures.”

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

Section 1. - Legal Spending Limits

The legal spending limits of the City of Great Falls are established at the fund level. Appendix A establishes each fund’s level. (7-6-4030, MCA)

Section 2. - Implementation Authority

- 2.1 The City Manager is hereby delegated appropriation authority for the expenditure of funds from any or all of the following:
- a. debt service funds for obligations related to debt approved by the governing body;
  - b. trust funds for obligations authorized by trust covenants;
  - c. any fund for federal, state, local or private grants and shared revenue accepted and approved by the governing body;
  - d. any fund for special assessments approved by the governing body;
  - e. the proceeds from the sale of land;
  - f. any fund for gifts or donations; and,
  - g. money borrowed during the fiscal year. (7-6-4006, MCA)

- 2.2 The City Manager is hereby delegated authority to adjust appropriations funded by fees throughout the fiscal year in any or all of the following:
- a. proprietary fund appropriations (enterprise and internal service funds);
  - b. general fund for fee supported services;
  - c. information technology fund for fee supported mapping services;
  - d. natural resources fund for fee supported forestry services; and,
  - e. permits fund. (7-6-4012, MCA)
- 2.3 The authority to make transfers of appropriations between funds is retained by the City Commission.
- 2.4 The City Manager is hereby delegated the authority to make transfers or revisions within appropriations of any fund.
- 2.5 The City Manager may delegate to his department directors the authority to make transfers or revisions within or among appropriations of specific operations within a fund, limited to the division level of accountability.
- 2.6 Joint operating agreements approved by the governing body; insurance recoveries or dividends; hazardous material recoveries, and refunds or reimbursements of expenditures shall automatically amend the annual appropriations or reduce recorded expenditures whichever is correct in accordance with Generally Accepted Accounting Principles (GAAP).

### Section 3. - Appropriation Carryovers

Generally Accepted Accounting Principles (GAAP) require expenditures to be recognized in the fiscal year in which the goods or services are received.

- 3.1 Previous fiscal year appropriations for incomplete improvements in progress of construction, or segments thereof, are hereby declared authorized appropriations in addition to the appropriations set out in Appendix A., provided they meet the following criteria:
- a. related financing was provided in the prior fiscal year;
  - b. the appropriations were not obligated by year end;
  - c. the purpose was not included, or rejected, in current budget financing or appropriations; and,
  - d. the City Manager determines the appropriation is still needed.
- 3.2 Outstanding purchase orders and other obligations, representing a City obligation to pay the claim after receipt of the goods or services, are recognized as "claims incurred". They are hereby declared authorized "carryover" appropriations in addition to the appropriations set out in Appendix A., provided they meet the following criteria:
- a. related financing was provided in the prior fiscal year;
  - b. the appropriations were not otherwise obligated by year end;

- c. the purpose was not included, or rejected, in current budget financing or appropriations; and,
- d. the City Manager determines the appropriation is still needed.

#### Section 4. - Appropriated Reserves

Reserves which have been established for specific purposes, such as Equipment Revolving Scheduled (ERS) reserves, are hereby declared to be appropriations available for expenditure according to the reserve purpose. They shall be acknowledged as current appropriations upon the determination by the City Manager that they are currently needed to serve their intended purpose. Unexpended reserves shall be carried forward to meet future needs in accordance with their purpose.

#### Section 5. Contingency Account

- 5.1 Contingency account appropriations are provided by the City Commission as flexible appropriations. They are intended to provide the City Manager with an effective management tool for adjusting to changing circumstances throughout the budgetary year.
- 5.2 The City Manager is delegated the authority to transfer part or all of any contingency appropriation and related financing. Use of contingency appropriations is restricted to transfers of that appropriation authority to specific operating budgets. Proper classification of expenditures to specific operations is required. Accordingly, charging of expenditures directly to Contingency accounts is prohibited.
- 5.3 The Contingency appropriation is a two part authorization, determined on whether cash funding has been allocated in the General Fund during budget development:
  - a. General Fund financed; and,
  - b. Unfunded - a specific fund cash balance, additional revenue, or other funding source must be identified before the "unfunded" contingency appropriation may be used.

#### Section 6. - Classification and Pay Plan

- 6.1 The objective of the City's Classification and Pay Plan is to enable the City to retain, and when necessary, recruit competent employees. Therefore, the Plan must be a dynamic tool which is continuously updated.
- 6.2 The City Manager is authorized to administratively change the Classification and Pay Plan. Annual pay surveys, continual or periodic review of positions with changed duties or responsibilities, and additions to the classification plan of changed and new classes of work will assure that the Classification and Pay Plan remains current and equitably meets the needs of the City and its employees.

Section 7. - Budgetary Authority

References to statutes, or to consistency with statutory authority, are for information purposes only. Nothing in this resolution shall be considered to mitigate or compromise the City’s self-governing authority.

Section 8. - Accounting Structure

Staff is hereby directed to establish and maintain City accounting structure in accordance with Generally Accepted Accounting Principles (GAAP). Statutes, ordinances, resolutions or other authoritative sources shall be implemented according to their intent and GAAP. Staff shall provide for conformance with the Commission's limits for financing and appropriation under authorized budgets whenever making proper modifications to accounting structure.

Section 9. – Municipal Court Clerk Salary

The City Manager is authorized to administratively set the salary of the Municipal Court Clerk using the following salary range:

Municipal Court Clerk            \$61,796 to \$83,607

Section 10. – Fund Balance

As permitted by Mont. Code Ann. § 7-6-4034, the General Fund unreserved fund balance shall be considered adequate at 22% of annual appropriations. All other tax levy supported funds shall be considered adequate at 17% of annual appropriations. An unreserved fund balance for other operating funds of the City shall be considered adequate at a range of 8% to 17% of annual appropriations for seasonal operations, and 8% to 17% of annual appropriations for all other operating funds.

Such unreserved fund balances shall be used to meet extended revenue cycles, meet short term economic difficulties, respond to unique opportunities, provide for one-time expenditures, and respond to emergency and disaster situations. The balances should not be available to meet recurring operating expenses.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana,  
July 18, 2023.

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

ATTEST:

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

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

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



# Resolution No. 10509 Annual Budget Resolution: Appendix A

Funds	Beginning Balance	+ Working Capital Sources			- Working Capital Uses			Ending Balance	Reserved Balance	Available Balance
		Revenues	Transfers In	Total Sources	Expenditures	Transfers Out	Total Uses			
General	10,225,303	37,973,437	0	37,973,437	38,031,225	940,276	38,971,501	9,227,239	2,381,766	6,845,473
<b>Special Revenue Funds</b>										
Covid Recovery Fund	17,953,164	0	0	0	12,842,529	0	12,842,529	5,110,635	5,110,635	0
Park & Rec Special Revenue	590,972	50,800	0	50,800	18,472	0	18,472	623,300	405,777	217,523
Parkland Trust	170,356	0	0	0	0	0	0	170,356	170,356	0
Library	480,978	2,685,975	0	2,685,975	2,606,164	0	2,606,164	560,789	0	560,789
Library Foundation	415,743	248,380	0	248,380	239,730	0	239,730	424,393	424,393	0
Planning & Comm Dev	(70,979)	1,144,452	376,932	1,521,384	1,528,519	0	1,528,519	(78,114)	0	(78,114)
Central MT Ag Tech TID	1,957,575	399,479	0	399,479	125,724	0	125,724	2,231,330	2,231,330	0
Airport TID	33,412	193,336	0	193,336	14,825	0	14,825	211,923	211,923	0
Downtown TID	0	0	0	0	0	0	0	0	0	0
East Industrial Ag Tech TID	183,577	386,606	0	386,606	356,488	0	356,488	213,695	213,695	0
Economic Revolving	20,492	0	0	0	0	0	0	20,492	20,492	0
Permits	811,612	1,407,260	0	1,407,260	1,595,192	0	1,595,192	623,680	0	623,680
Natural Resources	315,128	529,100	256,277	785,377	908,012	0	908,012	192,493	31,886	160,607
Portage Meadows	131,950	71,941	0	71,941	75,117	0	75,117	128,774	0	128,774
Park Maintenance District	3,050,263	1,500,000	0	1,500,000	1,438,657	0	1,438,657	3,111,606	0	3,111,606
Street District	4,725,191	7,984,427	0	7,984,427	10,615,757	0	10,615,757	2,093,861	0	2,093,861
Support & Innovation	87,926	1,029,508	0	1,029,508	1,029,508	0	1,029,508	87,926	0	87,926
Gas Tax BaRSAA	1,648,884	0	0	0	0	0	0	1,648,884	0	1,648,884
911 Special Revenue	1,102,452	612,447	0	612,447	0	346,674	346,674	1,368,225	1,368,225	0
Police Special Revenue	365,952	41,323	0	41,323	900	0	900	406,375	406,375	0
HIDTA Special Revenue	5,067	264,939	0	264,939	77,503	0	77,503	192,503	192,503	0
Fire Special Revenue	78,801	6,600	0	6,600	0	0	0	85,401	85,401	0
Federal Block Grant	1,439,420	1,239,810	0	1,239,810	1,239,810	0	1,239,810	1,439,420	1,439,420	0
HOME Grant	64,206	1,346,236	0	1,346,236	1,346,236	0	1,346,236	64,206	64,206	0
Street Lighting Districts	1,324,064	1,325,660	0	1,325,660	1,471,426	0	1,471,426	1,178,298	0	1,178,298
<b>Special Revenue Funds Total</b>	<b>36,886,206</b>	<b>22,468,279</b>	<b>633,209</b>	<b>23,101,488</b>	<b>37,530,569</b>	<b>346,674</b>	<b>37,877,243</b>	<b>22,110,451</b>	<b>12,376,615</b>	<b>9,733,836</b>
<b>Debt Service Funds</b>										
Soccer Park Bond	35,379	164,500	0	164,500	169,276	0	169,276	30,603	30,603	0
West Bank TID	1,255,747	896,507	0	896,507	331,494	0	331,494	1,820,760	1,820,760	0
Downtown TID Bonds	4,614,977	1,550,000	0	1,550,000	1,030,298	500,000	1,530,298	4,634,679	4,634,679	0
Improvement District Revolving	44,554	0	0	0	1,390	0	1,390	43,164	43,164	0
Master Debt SILD	58,118	11,396	0	11,396	4,246	0	4,246	65,268	65,268	0
General Obligation Taxable Bond	9,020	0	0	0	0	0	0	9,020	9,020	0
<b>Debt Service Funds Total</b>	<b>6,017,795</b>	<b>2,622,403</b>	<b>0</b>	<b>2,622,403</b>	<b>1,536,704</b>	<b>500,000</b>	<b>2,036,704</b>	<b>6,603,494</b>	<b>6,603,494</b>	<b>0</b>
<b>Capital Projects Funds</b>										
General Capital Projects	452,172	0	0	0	0	0	0	452,172	452,172	0
Improvement Districts Projects	5,893	0	0	0	0	0	0	5,893	5,893	0
Downtown TID Capital Projects	989,585	0	0	0	0	0	0	989,585	989,585	0
Hazard Removal	21,036	0	0	0	0	0	0	21,036	21,036	0
<b>Capital Projects Funds Total</b>	<b>1,468,685</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,468,685</b>	<b>1,468,685</b>	<b>0</b>
<b>Enterprise Funds</b>										
Golf Courses	(381,274)	1,735,392	0	1,735,392	1,570,049	0	1,570,049	(215,931)	0	(215,931)
Water	10,832,998	17,742,536	0	17,742,536	17,959,512	0	17,959,512	10,616,022	3,744,182	6,871,840
Sewer	17,283,095	18,135,966	0	18,135,966	21,191,018	0	21,191,018	14,228,043	3,283,869	10,944,174
Storm Drain	6,681,251	7,248,126	500,000	7,748,126	5,657,812	0	5,657,812	8,771,565	946,308	7,825,257
Sanitation	1,707,725	5,110,861	0	5,110,861	5,330,632	0	5,330,632	1,487,954	0	1,487,954
Swimming Pools	516,738	450,950	267,861	718,811	729,258	0	729,258	506,291	0	506,291
911 Dispatch Center	2,694,373	1,832,854	346,674	2,179,528	2,599,480	0	2,599,480	2,274,421	2,274,421	0
Parking	94,605	656,250	0	656,250	736,701	0	736,701	14,154	0	14,154
Recreation	55,352	389,780	39,206	428,986	483,697	0	483,697	641	0	641
Multisports	36,574	93,366	0	93,366	123,033	0	123,033	6,907	0	6,907
Ice Breaker Run	41,895	73,900	0	73,900	70,821	0	70,821	44,974	0	44,974
Civic Center Events	367,806	395,450	0	395,450	692,902	0	692,902	70,354	29,263	41,091
Special State Projects	0	0	0	0	0	0	0	0	0	0
Port Authority	876,457	0	0	0	0	0	0	876,457	127,453	749,004
<b>Enterprise Funds Total</b>	<b>40,807,596</b>	<b>53,865,431</b>	<b>1,153,741</b>	<b>55,019,172</b>	<b>57,144,915</b>	<b>0</b>	<b>57,144,915</b>	<b>38,681,853</b>	<b>10,405,496</b>	<b>28,276,357</b>
<b>Internal Service Funds</b>										
Central Garage	4,683,501	3,710,816	0	3,710,816	3,555,217	0	3,555,217	4,839,100	1,557,899	3,281,201
Information Tech	164,522	2,043,962	0	2,043,962	2,042,855	0	2,042,855	165,629	86,508	79,121
Insurance & Safety	333,304	1,928,361	0	1,928,361	1,938,177	0	1,938,177	323,488	0	323,488
Health & Benefits	2,852,471	10,956,452	0	10,956,452	11,217,763	0	11,217,763	2,591,160	0	2,591,160
Human Resources	38,012	1,096,835	0	1,096,835	1,096,791	0	1,096,791	38,056	0	38,056
City Telephone	67,122	97,591	0	97,591	83,065	0	83,065	81,648	0	81,648
Finance	400,982	2,084,977	0	2,084,977	2,160,385	0	2,160,385	325,574	0	325,574
Engineering	692,214	2,179,600	0	2,179,600	2,654,876	0	2,654,876	216,938	36,922	180,016
Public Works Admin	379,308	803,951	0	803,951	965,951	0	965,951	217,308	5,271	212,037
Civic Center Facility Services	307,202	707,274	0	707,274	707,274	0	707,274	307,202	97,116	210,086
<b>Internal Service Funds Total</b>	<b>9,918,637</b>	<b>25,609,819</b>	<b>0</b>	<b>25,609,819</b>	<b>26,422,354</b>	<b>0</b>	<b>26,422,354</b>	<b>9,106,102</b>	<b>1,783,716</b>	<b>7,322,386</b>
<b>Total</b>	<b>105,324,223</b>	<b>142,539,369</b>	<b>1,786,950</b>	<b>144,326,319</b>	<b>160,665,767</b>	<b>1,786,950</b>	<b>162,452,717</b>	<b>87,197,824</b>	<b>35,019,772</b>	<b>52,178,052</b>



Commission Meeting Date: July 18, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Labor Agreement between the City of Great Falls and the Plumbers and Pipefitters Local No. 41.

**From:** Gaye B. McInerney, Human Resources Director

**Initiated By:** Gaye B. McInerney, Human Resources Director

**Presented By:** Gaye B. McInerney, Human Resources Director

**Action Requested:** Ratification of the Proposed Collective Bargaining Agreement (CBA) with the Plumbers and Pipefitters Local No. 41.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and the Plumbers and Pipefitters Local No. 41.”

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

**Staff Recommendation:**

Staff recommends that the City Commission approve the labor agreement between the Plumbers and Pipefitters Local No. 41, which consists of 4 employees across three departments – Park and Recreation, Planning and Community Development (P&CD) and Public Works.

**Summary:**

Members of the negotiating teams worked to update basic contractual language in order to make the Agreement clearer, more understandable, and consistent. This included grammatical corrections, updating wording to reflect current terminology, and referencing applicable policies throughout the agreement.

The negotiating teams included the following individuals:

Representing the City:

Gaye McInerney, HR Director  
 Charles Anderson, Deputy City Manager  
 Melissa Kinzler, Finance Director  
 David Dennis, City Attorney  
 Jake McKenna, Utilities Systems Manager  
 Jason Fladland, Water Treatment Branch Manager

Representing the Plumbers & Pipefitters:

Tyler Anderson, P&CD Building Inspector  
 Paul Bramblett, Water Plant  
 Ray Cook, P&CD Building Inspector  
 Zach Reeves, Park & Recreation  
 Brandon Shaw, Plumbers Business Mgr.

Key items of change include:

**Article 2 – Term of the Agreement**

Two years – July 1, 2023 through June 30, 2025

**Article 9 – Hours of Work and Overtime**

Holidays will not be counted in computing the initial forty (40) hour work week for overtime purposes.

**Article 12 – Probationary and Evaluation Periods**

All newly hired or rehired employees will serve a twelve- (12) month probationary period upon being hired by the City.

**Article 20 – Meals**

The meal reimbursement amount was increased to \$15.00 per meal.

**Article 21 – Tools**

The Employer shall furnish all tools and equipment necessary to make complete piping and plumbing installations and no employee shall furnish any tools.

**Schedule A:**

FY24 and FY25 reflect a 5 percent increase for each year.

**Fiscal Impact:**

The financial impact for FY24 for a 5 percent COLA increase is \$17,673 and for FY25 for a 5 percent COLA increase is \$18,240 for a total amount of \$35,613.

**Alternatives:**

City Commission may choose not to ratify the proposed labor agreement and direct the City Manager to reconvene and continue the collective bargaining process.

**Concurrences:**

The Plumbers and Pipefitters members voted to ratify the contract language on June 21, 2023.

**Attachments/Exhibits:**

Plumbers and Pipefitters Local No. 41 Labor Agreement

**AGREEMENT**

**BETWEEN**

**CITY OF GREAT FALLS**

**AND**

**PLUMBERS AND PIPEFITTERS LOCAL NO. 41**

**July 1, 2023 – June 30, 2025**

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THIS AGREEMENT made and entered into as of the \_\_\_\_ day of June 2023, by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the "CITY", and the PLUMBERS AND PIPEFITTERS LOCAL NO. 41, hereinafter referred to as the "UNION", who have mutually agreed as follows:

ARTICLE 1

RECOGNITION AND PURPOSE:

The CITY recognizes the respective UNION signatory hereto as the exclusive representative of all of its employees who are subject to the terms of this AGREEMENT, for the purpose of collective bargaining in respect to rates of wages, hours of employment and all other working conditions of employment. The CITY recognizes that the employees covered by this AGREEMENT includes work in the areas of maintenance, service, and new installation and construction work, including assigned meter installation. The present recognized jurisdiction of the UNION shall be maintained during the term of this AGREEMENT.

ARTICLE 2

SUCCESSORS:

In order to effectuate the purpose of this AGREEMENT, the parties agree that this AGREEMENT shall be binding upon their successors or assigns.

ARTICLE 3

DEFINITIONS:

- A. "Employee" and "employees" shall mean employees of the CITY who are members covered by this AGREEMENT, but excluding supervisory employees and management employees as defined by Montana Law.
- B. "Regular employee" means a non-temporary employee who has satisfied any applicable probationary period and is assigned to a position designated as regular in the CITY's annual budget.
- C. "Temporary employee" means an employee hired for specific periods of time in excess of ninety non-consecutive days, but not exceeding twelve months. Temporary employees may qualify for some benefits, such as accrual of sick leave.
- D. "Full-time employee" means an employee who normally works forty (40) hours a week.
- E. "Base Pay Rate" defined as: Employee's regular hourly rate of pay in that category to which an employee is ordinarily assigned, exclusive of longevity or any other special pay.

- F. "Work Week" is defined as Sunday 12:00 a.m. through Saturday 11:59 p.m.

#### ARTICLE 4

##### UNION SECURITY:

- 4.1 The CITY agrees not to discriminate against any employee for membership in the UNION or for lawful UNION activities, provided such activities do not interfere with the efficient operation of the various departments of the CITY.
- 4.2 The CITY agrees to deduct the UNION monthly dues and initiation fees from each employee's wages upon written authorization of the employee. The deductions shall be made once each month, and the total of such deductions withheld from the second paycheck and made payable to the UNION by the end of each calendar month.
- 4.3 It is understood the UNION shall have the right to use Business Agents, Shop Committees, or Stewards to address grievances as they arise. The CITY agrees that local Business Agents for the UNION shall be given access by the CITY to members of the UNION at the places of business of the CITY during hours of operation for the purpose of ascertaining whether the terms of this AGREEMENT are being observed if the Business Agent does not disrupt the normal CITY operations, except for unsafe conditions.
- 4.4 The UNION will notify the CITY in writing which representative (Business Agent, Shop Committee or Stewards) it will use in matters relating to grievances, interpretation of this AGREEMENT, or in any other matters which affect the relationship between the CITY and the UNION.
- 4.5 The UNION agrees to indemnify, defend, and to hold the CITY harmless against any and all claims, demands, suits, costs or fees which may be sought or incurred by the CITY as a result of any action taken by the CITY under the provisions of Article 4.
- 4.6 In consideration for the "save harmless" clause above, the CITY agrees that the UNION shall maintain the exclusive right to defend, settle, mitigate damages, litigate and /or take whatever action is necessary or it deems proper with respect to a person who sues the CITY for action taken by the CITY under Article 4.1. If the CITY unilaterally determines that it desires attorneys to represent it in defense of such actions, it shall do so at its own cost and not at cost of the UNION. It is further agreed that the CITY shall promptly notify the UNION of any such action, and if filed. The UNION shall, at its own option, defend such actions and/or settle under the circumstances above described.



ARTICLE 5

STRIKES AND LOCKOUTS:

- 5.1 The parties hereto pledge their efforts to reach agreement on any difficulties that arise during the life of this AGREEMENT.
- 5.2 It is mutually agreed that there will be no strikes, lockouts or cessation of work by either party on account of labor difficulties during the life of this AGREEMENT.
- 5.3 It is agreed that the above provision shall not apply in the event no collective bargaining settlement is reached at the termination date of this AGREEMENT.
- 5.4 It shall not be a violation of this AGREEMENT for the UNION members to refuse to cross a legal picket line.
- 5.5 The UNION and the CITY agree that "strikes" or "lockouts" will not prevent the the UNION or the CITY from providing emergency operation of the water and wastewater systems and/or other systems that are essential to the health, welfare, and safety of the public.
- 5.6 The UNION may "strike" the CITY on any issue that the CITY does not agree to settle by binding arbitration. The CITY may "lockout" the UNION on any issue that the UNION does not agree to settle by binding arbitration.

ARTICLE 6

MANAGEMENT RIGHTS:

The CITY shall have the right to operate and manage its affairs in such areas as but not limited to:

- A. direct employees;
- B. hire, promote, transfer, assign, and retain employees;
- C. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work is inefficient and nonproductive;
- D. maintain the efficiency of the CITY operations;
- E. determine the methods, means, job classifications, and personnel by which the CITY operations are to be conducted;
- F. take whatever actions may be necessary to carry out the missions of the CITY in situations of emergency;
- G. establish the methods and processes by which work is performed, including the utilization of advancements of technology.

The foregoing enumeration of the CITY Management's rights shall not be deemed to exclude other functions not specifically covered by this AGREEMENT. The CITY, therefore,

retains all rights not otherwise specifically covered by this AGREEMENT.

## ARTICLE 7

### EMPLOYEE RIGHTS/GRIEVANCE:

- 7.1 Grievances which may arise, including the interpretation of this AGREEMENT, shall be settled in the following manner:

Step 1:

The Division Supervisor will attempt to resolve any grievances that arise in his/her Division.

Step 2:

- A. If the employee is not satisfied with the Division Supervisor's decision, he/she may reduce the grievance to writing and submit it to the UNION for submission to the Department Head or HR for evaluation. The written grievance shall contain the following information:
1. The nature of the grievance and the facts on which it is based;
  2. The provisions of this AGREEMENT allegedly violated, if applicable; and
  3. The remedy requested.
- B. No grievance shall be considered or processed unless it is submitted to CITY Management within ten (10) working days of the first knowledge and no later than ten (10) working days of first occurrence.

Step 3:

If within ten (10) working days after submission to the Department Head or HR, the grievance has not been resolved, it may be submitted to the City Manager or his/her designee.

Step 4:

The City Manager shall render a decision within fifteen (15) working days after receipt of the grievance.

- 7.2 Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a presented grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the CITY's or the UNION's last answer. If the CITY or the UNION does not answer a grievance or an appeal thereof within the specified time limits, the UNION or the CITY may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the CITY and the UNION.

- 7.3 At any stage of the grievance process, the UNION, employee and/or the CITY may attempt to mutually settle or resolve the grievance.

ARTICLE 8

WAGES AND PAY PERIODS:

Attached hereto and made a part hereof as Schedule A is a list of the agreed wage schedule, classifications, and rates of pay of employees covered by and for the duration of this AGREEMENT. Exclusive of unforeseen emergencies, all employees covered by this AGREEMENT shall be paid biweekly in accordance with Section 10.1 of the City of Great Falls Employee Personnel Policy Manual.

ARTICLE 9

HOURS OF WORK AND OVERTIME:

- 9.1 Subject to the special work schedules or temporary assignments of no longer than two (2) weeks set forth herein, the normal work schedule shall consist of five (5) days of eight (8) continuous hours each, except for a normal lunch period of thirty (30) minutes. Otherwise any schedule other than Monday through Friday will be agreed upon with employees, and the UNION will be notified.
- 9.2 One and one-half (1½) times the regular hourly rate of pay will be paid for all hours worked in excess of eight (8) hours in one day or forty (40) hours in any one week. In no case shall overtime pay be paid twice for the same hours worked.
- 9.3 The CITY agrees that each regular full-time employee will be given the opportunity of working at least forty (40) hours of each work week except those in which any of the holidays provided for herein occur. During work weeks in which any said holidays fall upon any work day, the CITY agrees that each regular full-time employee will be given the opportunity of working thirty-two (32) hours of work week specified herein. The CITY and the UNION will discuss the maximum number of hours in the work week prior to any reduction of hours on the part of the CITY.
- 9.4 Sick, vacation and holiday time is not counted in computing the initial forty (40) hour work week for overtime purposes.
- 9.5 Nothing in this section shall be interpreted as a limitation on the right of the CITY to lay off employees as otherwise provided in this AGREEMENT.

ARTICLE 10

CALL BACK:

10.1 An employee called in for work, by phone, text message, or otherwise, at a time other than his/her normal scheduled shift will be compensated as follows:

<b>DAY</b>	<b>TIME</b>	<b>MINIMUM COMPENSATION</b>	<b>PAY RATE</b>
Monday through Friday	6:00 a.m. – 8:00 a.m.* 4:30 p.m. - 11:00 p.m.	2 Hours	One and one-half (1½) times the regular hourly rate of pay
Monday through Friday	11:01 p.m. – 5:59 a.m.	4 Hours	One and one-half (1½) times the regular hourly rate of pay
Saturday through Sunday	6:00 a.m. – 4:30 p.m.	2 Hours	One and one-half (1½) times the regular hourly rate of pay

\*An early report to a regularly scheduled shift on duty does not qualify the employee for the two (2) hour minimum; however, the employee must be notified by 10:00 p.m. in order to qualify for an early report.

10.2 The CITY may assign an employee to any work, which he/she normally performs during the call-back period.

ARTICLE 11

SENIORITY:

11.1 Seniority means the rights secured by regular full-time employees by length of continuous service with the CITY. Seniority shall not be effective until a six (6) month probationary period has been successfully completed, after which seniority shall date back to the date of last hiring. Seniority rights shall apply to layoffs, scheduling of vacations, and transfers; that is, the last employee hired shall be the first laid off.

- A. Seniority shall be broken when an employee:
  1. terminates voluntarily or retires;
  2. is discharged;
  3. is absent for one (1) working day without properly notifying the Employer,

or

4. fails to report for work after layoff within three (3) working days after being notified by mail to his/her last known address provided by the employee to the CITY.

B. No new regular, full-time employees will be hired until all laid off employees who have seniority in that classification who are qualified to fill the open job have been given the opportunity to return to work. Any recall rights under this AGREEMENT are only applicable for twelve months from layoff, or for the remaining term of this AGREEMENT, whichever is less.

ARTICLE 12

PROBATIONARY AND EVALUATION PERIODS

- 12.1 All newly hired or rehired (after twelve (12) months or more of absence) employees will satisfactorily serve a twelve (12) month probationary period upon being hired by the CITY.
- 12.2 At any time during the probationary period, a newly hired or rehired employee may be terminated at the sole discretion of the CITY.
- 12.3 All employees will serve a six (6) month evaluation period in any dissimilar job in which the employee has not served a probationary period.

ARTICLE 13

HOLIDAYS:

- 13.1 Regular, full-time employees shall be granted the following paid holidays at their regular rate of pay each calendar year:
  - A. New Year's Day, January 1st
  - B. Martin Luther King Day, third Monday in January
  - C. Lincoln's and Washington's Birthday, third Monday in February
  - D. Memorial Day, last Monday in May
  - E. Independence Day, July 4th
  - F. Labor Day, first Monday in September
  - G. Veterans Day, November 11th
  - H. Thanksgiving, fourth Thursday and the day after Thanksgiving, Friday in November
  - I. Christmas, December 25th
  - J. General Election Day, each year in which a general election is held throughout the State
- 13.2 Holiday Pay is defined as eight (8) hours at one (1) times the employee's regular hourly rate of pay.

- 13.3 Holiday Premium Pay is defined as one and one half (1½) times the employee's regular hourly rate of pay.
- 13.4 Employees will receive one of the following for a State mandated holiday:
- A. An employee who works on a legal holiday shall receive holiday premium pay for all hours worked in addition to eight (8) hours of holiday pay,
  - B. An employee who does not work the legal holiday will receive eight (8) hours of holiday pay, OR
  - C. Another day off within the same pay period at their regular rate of pay as scheduled by mutual agreement by the employee and his/her supervisor.
- 13.5 An employee must be in a pay status the last regularly scheduled working day before and the first regularly scheduled working day after a holiday is observed to be eligible to receive holiday pay. An employee shall not be eligible to receive holiday pay if the employee begins employment the day after a holiday is observed or is terminated the day before a holiday is observed. Regular, full-time employees regularly scheduled for or working who are in a leave without pay status during the pay period, are entitled to prorated holiday benefits if they have worked the qualifying period.

#### ARTICLE 14

##### VACATION (ANNUAL LEAVE):

- 14.1 Vacation shall be earned and accumulated as provided in the Montana Code Annotated.
- 14.2 Vacation time earned but not used at the time of termination shall be paid the employee at his/her regular hourly rate of pay. Vacation time shall be granted at the time requested insofar as possible, subject to the operational needs of the division or department. Vacations shall be posted and the most senior employee shall have the first choice as to his/her vacation time; also he/she shall be given a choice of a split vacation during first choice if he/she so desires.
- 14.3 Vacation postings will apply to January 1st through December 31st of each year. If an employee desires to take his/her vacation other than the period requested, he/she must contact his/her immediate supervisor and arrange for same. All vacation selection dates are to be based on seniority by each employee's anniversary date of hire.
- 14.4 All vacation requests will be posted between requests shall be received for two months, as designated by division. Any protest over vacation dates must be submitted, in writing, to the division head before January 1st or no adjustments will

be made.

- 14.5 In the case of vacation schedules, seniority shall govern by division and, apply on the vacation selections for first and second choices, with the most senior employee given first (1st) choice of when he shall take his vacation, which shall not exceed ten (10) working days. With the approval of the division head, employees may split their first choice vacation provided that in no event may less than one week be taken at any time nor may more than two vacation periods be scheduled in any one calendar year during first and second choices.

## ARTICLE 15

### SICK LEAVE:

- 15.1 Sick leave shall be earned and accumulated as provided in the Montana Code Annotated.
- 15.2 Employees may take sick leave for the following reasons:
1. Personal illness, including doctor and dentist appointments. Employees are requested to give 24 hours prior notice of medical provider and dentist appointments, except in case of emergencies, or unforeseen circumstances.
  2. When urgently needed to care for an employee's spouse, children, mother, father, or any other member of the household who is ill.
  3. When there is a death in the immediate family, no more than five (5) days sick leave may be granted as bereavement, unless the leave qualifies under FMLA.
  4. The "immediate family" shall mean: spouse, children, mother, father, sisters, brothers, grandparents, grandchildren, corresponding in-laws, and other member of the employee's household.
- 15.3 The Employer may require appropriate verification and or a medical provider's release for any absence which is charged to sick leave. If such verification is requested and not provided, the request for sick leave shall be disallowed, and the employee may be subject to discipline under this provision of the CBA and/or under the current City Personnel Policy Manual.
- 15.4 Employees are required to follow the following two steps in order to be eligible for sick leave pay:
1. Report the reason for absence at least thirty (30) minutes prior to shift to his/her supervisor, and
  2. If the absence is for more than one (1) day in length, the employee must keep his/her division head informed of his/her condition, when physically possible.

- 15.5 Employees who receive workers' compensation benefits after using sick leave accruals for the same absence, shall provide the City with documentation of the workers' compensation benefits received. The employee may then request a corresponding credit to the employee's sick leave accruals.

At the employee's request, sick leave may be integrated with payments under any state worker's compensation program, so as not to allow the employee to receive more than forty (40) hours gross pay at the employee's regular hourly rate of pay for any time in which employee is off of work. All usual deductions will be taken from the applicable sick leave.

- 15.6 Death Benefits: All personnel shall receive Montana Public Employees Retirement System (PERS) death benefits.

- 15.7 Sick Leave Donations: Sick leave utilized must not exceed the amount accrued by the employee. Sick Leave donations are not available to employees in a probationary period. If an employee is ill and has exhausted his/her sick leave accruals, and needs more time away from work, he/she may utilize his/her accrued vacation leave. If an employee is ill and has exhausted all his/her sick leave and vacation leave accruals, and requires more time away from work, members of the UNION may donate one (1) day of sick leave to any CITY employee on an individual basis. Requests for donations by an employee must be approved by Management and are requested and coordinated by Human Resources. The maximum amount an employee can receive or donate is fifteen (15) days in one (1) calendar year.

ARTICLE 16

REST BREAK:

- 16.1 For all employees covered under the terms of this AGREEMENT, there shall be a fifteen (15) minute break midway in the first half of a shift and midway in the second half of a shift. If a fifteen (15) minute break is not feasible, such break may be taken at another point of time set by mutual agreement between the employee and the immediate supervisor of each department or division.

ARTICLE 17

LEAVE OF ABSENCE:

- 17.1 Employees may submit a request to HR for approval/disapproval for a leave of absence without pay for a period not to exceed six (6) months. The granting and extent of a leave of absence without pay is at the discretion of the CITY. During such leave, the employee shall not accrue any benefits, including but not limited to, sick leave, vacation leave and on-base health insurance. Existing seniority rights



will be frozen during the term of the leave. Employees must self-pay health insurance premiums to the CITY while on an approved leave of absence. No leave of absence will be granted for an employee to accept outside employment.

ARTICLE 18

LIGHT DUTY/TEMPORARY ALTERNATIVE DUTY ASSIGNMENT:

- 18.1 Employees receiving workers' compensation wage loss benefits who have been released to light duty/temporary alternative duty assignment must inform their immediate supervisor or division head by 5:00 PM on the next work day after being released to work for light duty. Failing to notify the immediate supervisor or division head may subject the employee to suspension of workers' compensation wage loss benefits under the workers' compensation laws of Montana, and the employee may be subject to disciplinary action.
- 18.2 The light duty/temporary alternative duty assignment shall be in accordance with the restrictions set forth by the treating medical provider and based on the availability of such work at the CITY to accommodate the light duty temporary ADA request. The employee will be required to perform work throughout the CITY for which the employee may be capable and qualified.
- 18.3 At any time and at the discretion of the CITY, the injured employee may be required to submit to a medical examination by a medical provider selected by the CITY at the CITY's expense.

ARTICLE 19

TEMPORARY ASSIGNMENTS:

- 19.1 Employees temporarily assigned to a higher rated position for one, eight (8) hour day or more, shall receive the higher rated pay for all actual hours worked at the higher rated position.

ARTICLE 20

MEAL:

- 20.1 When an employee is required to work more than two (2) hours overtime following a regular shift, and for each additional five (5) hours of overtime worked, the CITY shall reimburse \$15.00 for a meal. The employee will be given a reasonable amount of time to eat, which will not be compensable time. All meal reimbursements will be included in the employee's biweekly payroll check.

ARTICLE 21

TOOLS:

21.1 The Employer shall furnish all tools and equipment necessary to make complete piping and plumbing installations, and no employee shall furnish any tools.

ARTICLE 22

LONGEVITY:

22.1 For purposes of longevity only, time shall be computed from the employee's date of hire as a regular employee. The following schedule of benefits shall be paid to employees who accrue seniority in the time elements stipulated.

22.2 Subsequent to the completion of ten (10) full years of employment, employees who otherwise qualify will receive supplemental longevity pay as provided in the following schedule:

<u>YEARS OF TENURE</u>	<u>LONGEVITY PAY</u>
After 10 years through the end of the 15th year	\$ 20.00 per month
After 15 years through the end of the 20th year	\$ 40.00 per month
After 20 years through the end of the 25th year	\$ 60.00 per month
After 25 years through the end of the 30th year	\$ 80.00 per month
After 30 years	\$100.00 per month

22.3 Earned longevity pay will be paid to eligible employees in a lump sum payment and included in their regular biweekly paycheck nearest to September 30th of each year. Longevity pay will be calculated as of the previous June 30th. The maximum payment is for twelve (12) months.

ARTICLE 23

EQUAL EMPLOYMENT OPPORTUNITY:

23.1 The UNION and the CITY agree to cooperate in equal employment opportunity to ensure that no individuals shall be discriminated against with respect to compensation, hours or conditions of employment because of age, race, religion, sex, national origin, marital status, public assistance status, or any other status protected by Federal or State law.

ARTICLE 24

WAIVER AND AMENDMENT CLAUSE:

24.1 No past practices, policies, rules or prior agreements shall alter the intent or the meaning of the specific articles of this AGREEMENT. During the term of this

AGREEMENT and any extensions hereof, no collective bargaining shall be had upon any matter covered by this AGREEMENT or upon any matter which has been raised and disposed of during the course of the collective bargaining which resulted in the consummation of this AGREEMENT, unless mutually agreed by both parties.

- 24.2 This clause shall not be construed to limit, impair or act as a waiver of the CITY's or UNION's right to bargain collectively on changes which may modify the basic terms and conditions herein set forth.

ARTICLE 25

SAVINGS CLAUSE:

- 25.1 In the event any Federal or State law or final decision of a court of competent jurisdiction ruling conflicts with any provision of this AGREEMENT, the provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of this AGREEMENT shall continue in full force and effect. The CITY and the UNION agree to meet as soon as possible for the purpose of negotiation on the provision or provisions so affected.

ARTICLE 26

DURATION:

- 26.1 This AGREEMENT shall continue in full force and effect from July 1, 2023 through June 30, 2025. Thereafter, it shall be considered automatically renewed for successive periods of twelve (12) months unless at least sixty (60) days prior to the end of any twelve (12) month effective period either party shall serve written notice upon the other that it desires cancellation, revision, or modification of any provision(s) of this AGREEMENT. In this event, the parties shall attempt to reach an agreement with respect to the proposed change(s) at least forty-five (45) days prior to the expiration date of the AGREEMENT.
- 26.2 In the event the parties do not reach a written agreement by the expiration date of or in the particular year as provided herein, then this AGREEMENT shall in all respect be deemed void and terminated. The parties hereto by written agreement may extend said period for the purpose of reaching a new agreement.

# SCHEDULE A

CITY OF GREAT FALLS, MONTANA  
AND  
PLUMBERS AND PIPEFITTERS LOCAL NO. 41

The following changes and additions are hereby made a part of the AGREEMENT effective June \_\_\_\_\_, 2023, between the CITY, and the UNION, as fully set forth therein.

During the term of this AGREEMENT, the following regular hourly rates of pay will be paid:

Wage Table Below Includes \$4.00 Pension Contribution

Title	7/1/2023 New Hire	2023 Six Months	7/1/2024 New Hire	2024 Six Months
Maintenance Plumbers	\$35.51	\$36.28	\$37.29	\$38.09
Plumbing Inspectors 2	\$35.51	\$36.28	\$37.29	\$38.09
Master of Record	\$36.51	\$37.28	\$38.29	\$39.09
Apprentice Rate: (Percentage of the Journeyman rate)				
1st year -- 55%		\$19.95		\$20.95
2nd year -- 65%		\$23.58		\$24.76
3rd year -- 75%		\$27.21		\$28.57
4th year -- 85%		\$30.84		\$32.38
5th year -- 95%		\$34.46		\$36.19

Wage Table Below is the Regular Hourly Rate of Pay

Title	7/1/2023 New Hire	2023 Six Months	7/1/2024 New Hire	2024 Six Months
Maintenance Plumbers	\$31.51	\$32.28	\$33.29	\$34.09
Plumbing Inspectors 2	\$31.51	\$32.28	\$33.29	\$34.09
Master of Record	\$32.51	\$33.28	\$34.29	\$35.09
Apprentice Rate: (Percentage of the Journeyman rate)				
1st year -- 55%		\$18.08		\$19.08
2nd year -- 65%		\$21.71		\$22.89
3rd year -- 75%		\$25.34		\$26.70
5th year -- 95%		\$32.59		\$34.32

## I

Work for the CITY that ordinarily would not require a building inspector's permit for new construction by any company, private or public, shall be considered "maintenance work." In exception to the aforesaid, the CITY maintenance plumbers shall be allowed to do remodeling and new work for the CITY. Water meter installation, repair and maintenance shall be performed utilizing Management's discretion.

## II

All plumbing work for the CITY shall be accomplished by licensed plumbers, in accordance with Montana State Law and state and local codes. All recognized pipe related work performed by other jurisdictions at the present time shall continue.

Work not requiring a permit is defined as maintenance work. Maintenance work includes the stopping of leaks in drains, soil, waste or vent pipe, clearing of stoppages, and repairing of leaks in pipes, valves, or fixtures, when such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

The Master Plumber is responsible for assuring that all work performed by the CITY plumbers is in compliance with State and the CITY plumbing codes.

## III

When the CITY requests temporary employees for maintenance work, the UNION shall furnish such employees. They shall receive the same regular hourly rate of pay and UNION pension contributions as provided in the current contract with the CITY.

## IV

Upon approval to recruit for a position covered by this AGREEMENT, the CITY will notify the UNION and request a list of qualified personnel. Said list of qualified personnel must apply through the CITY's website to be considered as an applicant for employment.

**SCHEDULE B**

CITY OF GREAT FALLS, MONTANA  
AND  
PLUMBERS AND PIPEFITTERS LOCAL NO. 41

**SPECIAL CONDITIONS**

1. **Special Conditions - Inspectors:**

- A. The UNION shall have jurisdiction over those inspector employees of the CITY classified as Plumbing Inspectors only.
- B. Applicants for the position of Plumbing Inspector shall possess at least one of the following qualifications:
  - 1. Master's license in the plumbing field;
  - 2. Certification as a degreed, registered engineer with a minimum of one year's work experience in the appropriate discipline at the time of employment;
  - 3. A bachelor's degree in engineering with a minimum of three year's work experience in the appropriate discipline at the time of employment; and/or
  - 4. A minimum of five year's work experience in the appropriate discipline at the time of employment.
- C. Any inspector assigned to the Building Inspection Division who is qualified, whether covered by this AGREEMENT or not, may be required to perform the normal duties of any other inspector assigned to said Division when:
  - 1. Said inspector is absent due to illness, vacation or other authorized absence;
  - 2. An emergency situation exists (i.e., flood, fire, earthquake, or other act of God, etc.); or
  - 3. Necessary for efficiency of operational needs.

2. **Plumbing Inspectors, Maintenance Plumbers and Master of Record:**

- A. **PENSION:**  
The CITY shall contribute, \$4.00/hr., effective 7/1/23 to the Plumbers and Pipefitters National Pension Fund for each hour worked by a Plumbing Inspector, Maintenance Plumber or Master of Record receives pay.
- B. **HEALTH INSURANCE:**  
The CITY agrees to provide non-occupational health insurance coverage for each insurable regular employee and eligible dependents immediately following the period of exclusion provided by the terms of the plan document.

A CITY health insurance contribution in the amount listed below will be added to

the employee's gross pay. This portion of the employee's gross pay is hereinafter referred to as the "Contribution." As part of this Agreement, employees are required to participate in the CITY's health insurance plan on either a pre-tax or post-tax basis. If an employee elects to participate on a pre-tax basis, the employee shall authorize a payroll deduction from the employee's gross pay equal to the CITY's contribution. This deduction from the employee's gross pay will be paid into a fund maintained to provide health benefits for eligible employees.

If an employee elects to participate on a post-tax basis, the Contribution shall be taxable income to the employee, and the employee shall authorize the payment of the Contribution value, after its deemed receipt, toward the employee's health insurance.

It is hereby acknowledged that both the employee and the employer retirement contributions will be required on this additional gross income, causing a decrease to the net income of the employee. It is also the intent of the employees and the CITY that the Contribution be excluded from the determination of the employee's "regular rate" of compensation as that phrase is defined under 29 U.S.C. § 207(e)(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the CITY's health insurance contribution in the employee's gross pay should be included in overtime compensation calculations, then the parties agree that there will be a corresponding adjustment to the affected hourly rate, pay or benefit to carry out the intent of this provision. The intent of such adjustment will be to result in the least net financial effect on both the employee and the employer.

The CITY contribution amount included in base wages for retirement enhancement purposes shall be capped at the contribution rate of \$361.39 per biweekly paycheck.

Health insurance premium rates effective July 1, 2023 will be shared with the CITY paying 85 (eighty-five) percent of the premium rate and the employees paying 15 (fifteen) percent of the premium rate.

- A. Effective 7/1/97, the CITY reserves the right to add to, delete from, or modify the benefit plan, with no obligation to negotiate, and retains the right to delete or modify any or all of the added benefits with no obligation to negotiate.
- B. The CITY shall be at liberty to make an independent selection of the insurance carrier, including the option of partially or fully self-funding, with no obligation to negotiate.
- C. The CITY will designate one (1) Master of Record who shall be paid as set forth in Schedule A. The Master of Record is responsible for assuring that the work performed by the CITY plumbers is in compliance with State and City Plumbing Codes. The Master of Record performs duties which require

him/her to supervise or direct peers.

3. Apprentices:

A. PENSION:

Employers contributing to the Plumbers and Fitters National Pension Fund for apprentices shall be remitted at the rate of 50% of the contribution rate for journeyman. Therefore, the CITY shall contribute two dollars (\$2.00) effective 7/1/14, increasing to two dollars and thirteen cents (\$2.13) effective 7/1/15 to the Plumbers and Fitters National Pension Fund for each hour worked by an apprentice, to the Apprentice Training Fund.

B. HEALTH INSURANCE

The CITY agrees to contribute the same amounts as listed in Item 2 (B) above.



IN WITNESS WHEREOF, the UNION and the CITY have caused this AGREEMENT to be executed in their names by their duly authorized representatives at Great Falls, Montana, this \_\_\_\_ day of \_\_\_\_\_, 2023.

FOR THE CITY OF GREAT FALLS:

FOR PLUMBERS & PIPEFITTERS,  
LOCAL #41:

\_\_\_\_\_  
Greg Doyon, City Manager

By:\_\_\_\_\_  
Brandon Shaw, Business Manager

ATTEST:

\_\_\_\_\_  
Lisa C. Kunz, City Clerk

(SEAL OF CITY)

REVIEWED 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.



Commission Meeting Date: July 18, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Ratification of Montana Department of Natural Resources and Conservation American Rescue Plan Act Grant Agreements.

**From:** Russel Brewer, Senior Civil Engineer and Tom Hazen, Grants and Program Administrator

**Initiated By:** Great Falls Public Works Department

**Presented By:** Tom Hazen, Grants and Program Administrator

**Action Requested:** Ratification of Montana Department of Natural Resources and Conservation American Rescue Plan Grant Agreements.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) ratification of the Montana Department of Natural Resources and Conservation American Rescue Plan Act Grant Agreements securing \$6,566,768.00 in American Rescue Act funds allocated to the City of Great Falls by the State of Montana through House Bill 632.”

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

**Staff Recommendation:** Staff recommends the ratification of the Montana Department of Natural Resources and Conservation (DNRC) American Rescue Plan Act (ARPA) Grant Agreements to fund the City of Great Falls Lift Station Number 1 project and to secure reimbursement for expenses incurred while improving the Sewer, Storm Water, Waste Water Treatment Plant, Water Mains, and Water Treatment Plant systems.

**Summary:** The City of Great Fall Public Works Department (Public Works) has been allocated a total of \$6,566,786.00 in grant funds by the DNRC through the Minimum Allocation Grant programs funded by the American Rescue Plan Act and implemented by Montana House Bill 632.

**Background:** The United States Federal Government allocated The State of Montana (The State) approximately \$2 billion through ARPA in March 2021. The State then apportioned \$462,689,925 to eligible Water and Sewer Projects in April of that year. The State established a Competitive Grant program which would award approximately \$250 million to Local, County, and Tribal governments. The State also allocated \$150 million to a Minimum Allocation Grant (MAG) program from that pool which allocated pre-set calculated balances of ARPA funds to municipalities for infrastructural improvements. The City was apportioned \$8,505,069.00 through this program.

Public Works and Finance cooperated to evaluate applications of these MAG funds. Ultimately, two primary uses were identified. First, funds would be used to reimburse Water and Sewer Infrastructure expansion expenses incurred between March 3, 2021 and June 30<sup>th</sup>, 2022. The following applications were prepared from records spanning fourteen projects:

Sewer System Improvements.....	\$ 444,528.00
Storm Water System Improvements.....	\$ 784,932.00
Waste Water Treatment Plant Improvements .....	\$ 33,746.00
Water Mains System Improvements.....	\$ 1,171,401.00
<u>Water Treatment Plant Improvements</u>	<u>\$ 277,576.00</u>
Total	\$ 2,712,183.00

These reimbursements will be contributed to the Water, Sewer, and Storm Funds and will be used to finance current and future projects.

Additionally, MAG dollars were identified as matching funds for competitive grants awarded to two current projects. The Central Ave/3<sup>rd</sup> Street Drainage project was one (both the Competitive and the MAG award for this project were approved at the May 2<sup>nd</sup> Commission meeting) and the Lift Station No. 1 and Supplemental Force Main (Lift Station 1) was the other. Lift Station 1, which has a total budget of more than \$16 million, was awarded \$2 million in Competitive Grant funds. All MAG funds not yet allocated, a total of \$3,854,585.00, were apportioned to this project. This use will allow the redistribution of nearly \$4 million to other current Sewer System projects.

Grant applications were prepared, approved by this Commission, and submitted to the State. The State accepted these applications, the Montana Legislature Infrastructure Advisory Committee voted to recommend funding these proposals, and Governor Gianforte ratified that recommendation. Ratification of the attached agreements is the final step required to secure over \$6.5 million in Montana State ARPA funds.

**Conclusion** – This is the last step in a process that has spanned several years and occupied legislatures at several levels of government. Ratification of the attached agreements will secure \$6.5 million that will be used to fund necessary infrastructural expansion and improvement projects in the City. These awards will also lessen the fiscal impact of a large project currently in progress.


**Fiscal Impact:** This will reduce the financial burden of the Lift Station 1 and Supplemental Force Main project by nearly \$4 million. These awards will also contribute nearly \$3 million to current and future Public Works endeavors.

**Alternatives:** The City Commission approved submission of the grant applications at its September 20, 2022 meeting (Agenda Item 9A-G). The City Commission could vote against ratification of the agreements and decline the combined \$6,566,768.00 in ARPA awards.

**Concurrences:** Representatives of the Public Works and Finance Departments have coordinated in development of this proposal.

**Attachments/Exhibits:** Great Falls Lift Station No. 1 Facility Improvements and Supplemental Forcemain Agreement (OF 1758); Great Falls Sewer System Improvements Agreement (OF 1657, 1675.3, and 1675.4); Great Falls Storm Water System Improvements Agreement (OF 1118.7, 1752.1 and 1463.1); Great Falls Waste Water Treatment Plant Improvements Agreement OF 1731.3 and 1633.3); Great Falls

Water Mains System Improvements Agreement (OF 1432.1, 1467, 1648, 1494.9); Great Falls Water Treatment Plant Improvements Agreement (OF 1637.6, 1698.1, 1760.0, 1760.3).

<i>FOR DNRC USE ONLY</i>			<b>Approved</b>	
<b>Maximum Amount under this Grant:</b>		<b>\$3,854,585.00</b>	<b>No.</b>	<u>AM-23-0270</u>
<b>Source of Funds</b>			<b>Division</b>	<u>[Signature]</u>
<b>Fund Name</b>	<b>Fund No.</b>		<b>F.S.O.</b>	<u>[Signature]</u>
<b>ARPA State Recovery Sec 602</b>	<b>03920</b>		<b>Legal.</b>	<u>[Signature]</u>
<b>ALN#</b>	<b>FAIN #</b>			
<b>21.027</b>	<b>SLFRP1747</b>			
<b>Subclass</b>	<b>Org. No.</b>	<b>Amount</b>		
<b>54042</b>	<b>34233291M</b>	<b>\$3,854,585.00</b>		
<b>Appropriation Authority:</b>			<b>67th Legislature 2021 HB 632</b>	

**GRANT AGREEMENT BETWEEN THE MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION AND GREAT FALLS, CITY OF**

**THIS SUBAWARD** (also referenced as "Grant Agreement" or "Agreement"), is administered by the Montana Department of Natural Resources and Conservation (DNRC) by the Resource Development Bureau (Program) and is accepted by **Great Falls, City of**, hereinafter referred to as the Subrecipient and represented by Mayor **Bob Kelly**, and successors, **Mayor, P.O. Box 5021, Great Falls, Montana 59403, bkelly@greatfallsmt.net, 1(406) 455 - 8450**. 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 602, which authorizes the United States Department of Treasury ("Treasury") to make payments to certain subrecipients from the Coronavirus State Fiscal Recovery Fund ("ARPA funds"). House Bill 632 governs the State's appropriation. 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 Lift Station No. 1 Facility Improvements and Supplemental Forcemain**.

**SECTION 2. TERM.** The effective date of this Agreement is the date of last signing and ends **December 31, 2025**. As set forth in the Treasury's Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Interim Final Rule 86 Fed. Reg. 26786 ("Rule") and associated guidance issued on May 10, 2021, 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 DNRC.

**SECTION 3. DNRC's ROLE.** DNRC is administering funds awarded by the Legislature to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program.



DNRC will monitor project expenditures to assure payment eligibility. DNRC assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete a project. The DNRC liaison for this Agreement is Coleen O'Rourke at 406-594-3184, coleen.orourke@mt.gov, DNRC/CARDD, PO BOX 201601, Helena, MT 59620-1601. All requests for information and assistance, claims for grant funds, and reports shall be submitted to the DNRC 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 **American Rescue Plan Act Program Application dated July 2021** 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.

4.1 Plans and specifications for this project shall be prepared by a registered professional engineer licensed to practice in his or her areas of competence in the State of Montana. Plans and specifications shall be submitted to the Montana Department of Environmental Quality (DEQ) for review and approval prior to construction. Construction shall be in strict accordance with DEQ approved plans and specifications.

4.2 N/A

**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 DNRC 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 602 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 SLFRF program objectives, such as contract support, materials, and supplies for a project. Subrecipient may not use funds to cover indirect administrative costs. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SLFRF 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 as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible. If a project is unable to secure necessary match funding as required by HB 632, DNRC may recoup ARPA funding. This section shall survive termination of this Agreement.

6.1 A final Montana Environmental Policy Act (MEPA) (§75-1-101 et seq., MCA; 36.2.503 ARM) decision notice must be approved by the DNRC 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 DNRC must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the DNRC'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 DNRC shall terminate this Agreement as required by law. The DNRC shall provide the Subrecipient with the date the State's termination shall take effect. The DNRC 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 DNRC 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 DNRC's termination takes effect. This is the Subrecipient's sole remedy. The DNRC 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 Subrecipient must submit claims for funds to DNRC. Funds can only be expended for work described in SECTION 4. SCOPE OF WORK. In order to receive payment, the Subrecipient shall submit a project progress report described in SECTION 8. REPORTS, along with 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. DNRC will verify the claims and check them against the reports required in SECTION 8. REPORTS and the budget provided in SECTION 5. PROJECT BUDGET. DNRC 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 DNRC. Total payment for all purposes under this Agreement shall not exceed **\$3,854,585.00.**

7.1 Reimbursement requests for work performed during the term of this Agreement must be submitted to the DNRC liaison within 90 calendar days after the expiration of this Agreement to receive payment.

7.2 DNRC 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 DNRC.

**SECTION 8. REPORTS.** The Subrecipient is responsible for submitting project updates, a final report and a signed Certificate of Compliance to DNRC 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 DNRC 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 periods ending each March, June, September, and December shall be submitted to the DNRC 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 DNRC liaison within 15 calendar days following the close of the quarterly period. No claims for disbursements will be honored if the quarterly 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 C. 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 DNRC 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 DNRC within 90 days after the Agreement termination date.

8.3 N/A

8.4 N/A

8.5 Recipient agrees to comply with any additional reporting obligations established by 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 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The DNRC, the Montana legislative auditor, 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.** DNRC, 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 WORKER'S COMPENSATION.**

The project is for the benefit of the Subrecipient. DNRC is not an owner or general contractor for the project and DNRC 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 State of Montana or DNRC. The Subrecipient, its employees, and contractors are not covered by the Workers' Compensation laws applicable to DNRC 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, AND LIABILITY.** Subrecipient shall protect, defend, indemnify, and save harmless the State of Montana, 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, 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, or subrecipients. The Subrecipient obligations under this Section 13 survive termination or expiration of this Agreement.

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

Subrecipient shall comply with applicable state prevailing wage laws (§§ 18-2-401 to -432, MCA).

**14.3** It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, chapter 1, MCA; 36.2.503 ARM); and provide all required information requested by the DNRC related to any required MEPA decision.

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

Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(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-Reporting-Guidance.pdf>.

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 Governmentwide 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. Governmentwide 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. §§ 4601-4655) and implementing regulations.



- ix. Generally applicable federal environmental laws and regulations.
- a. 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. §§ 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. § 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. §§ 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. § 4151 et seq.);
  - vii. the Uniform Federal Accessibility Standards (UFAS), 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;
  - ix. the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 CFR § 10.4);
  - x. the Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
  - xi. 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 State of Montana will have a royalty-free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for state 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 SLFRP1747 awarded to 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 602 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 a subsequent tranche of 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 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(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 United States 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 United States 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 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. DNRC 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 or orders from DNRC, DNRC 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 DNRC all unexpended 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 DNRC Conservation and Resource Development Division.

**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 any Subrecipient breach/default specified in another section of this Agreement.

**26.3** Upon the occurrence of a breach, the DNRC 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 DNRC determines that a public safety issue or an immediate public crisis exists, the DNRC 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 DNRC, 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 DNRC may 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. 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 First Judicial District, Lewis and Clark County, Montana. Each party will bear their own costs and attorney's fees.

**SECTION 29. WAIVER.** A waiver of any particular provision of this Agreement by the DNRC shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the DNRC 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, City of**, hereby accepts this grant (**AM-23-0270**) 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 Department of Natural Resources and Conservation.

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.

**Recipient:**

DocuSigned by:  
By: Bob Kelly  
Subrecipient Signature

Bob Kelly Mayor  
Subrecipient Print Name and Title

For: Great Falls, City of  
Entity Name

81-600-1269  
Entity Tax ID #

MD9MA1227F25  
Unique Entity Identifier # (UEI)

6/27/2023 | 1:59:13 PM PDT  
Date

**Department of Natural Resources and Conservation:**

By: \_\_\_\_\_  
DNRC Signature

\_\_\_\_\_  
Print Name and Title

For: The Montana Department of Natural Resources and Conservation

\_\_\_\_\_  
Date

**Attachment A - Scope of Work**  
**Great Falls Lift Station No. 1 Facility Improvements and Supplemental Forcemain**

**Background:**

Lift Station No. 1 (LS1) force main was constructed in 1979 and is the only river crossing for this section of the City of Great Falls' (City) sewer collection system. LS1 services the original downtown, east to and including Malmstrom Air Force Base and Agritech Industrial Park, and south to 10<sup>th</sup> Avenue South. LS1 pumps approximately one third of the City's sewage across the Missouri River to the Wastewater Treatment Plant (WWTP).

The primary purpose of the project is to install a redundant force main crossing across the Missouri River. The construction of a redundant force main provides resilience and reliability in this segment of City-critical infrastructure. The project will also include necessary improvements and repairs to the Lift Station No. 1 Facility. These activities will help the City minimize the risk of service interruption, regulatory exposure, and environmental damage associated with having a single point of failure.

**Scope of Work:**

This project will install a redundant force main crossing the Missouri River and make additional improvements to and repairs to the Lift Station No. 1 Facility. ARPA Water and Sewer Infrastructure Minimum Allocation Grant funds will be used to reimburse professional services and construction.

Construction related activities will include the following:

- Install 3,160 feet of new redundant sewer force main crossing across the Missouri River.
- Make improvements/repairs to Sixth Street Pump Station (Lift Station No. 1). Activities including but not limited to:
  - Replacement of Plug Valves;
  - Replacement of Gate Valves;
  - Replacement of Mechanical Bar Screen; and
  - Replacement of Ultrasonic Level Detector.
- Make improvements/repairs connections to the pumping station and the head works at the Wastewater Treatment Plant:
  - Evaluation and replacement of connect valves; and
  - Modification of head work and piping

All designs and installations will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies.

**Schedule**

- Project Design Phase completed March 2022.
- Project Bidding Phase estimated completion June 2023.
- Project Construction Phase estimated completion December 2025.

**Attachment B – Budget  
Great Falls Lift Station No. 1 Facility Improvements and Supplemental Forcemain**

<b>Task</b>	<b>ARPA MAG Funds</b>	<b>Match Funds</b>	<b>Total</b>
<b>Administration</b>			
Personnel Cost		\$1,295,122	\$1,295,122
Professional Services	\$662,075	\$1,324,150	\$1,986,225
Legal Costs		\$50,000	\$50,000
<b>Construction</b>			
Preliminary Engineering Design		\$657,000	\$657,000
Final Engineering Design		\$425,000	\$425,000
Construction Inspection Engineering		\$625,000	\$625,000
Construction	\$3,192,510	\$5,086,650	\$8,279,160
Contingency		\$2,925,000	\$2,925,000
<b>Total</b>	<b>\$3,854,585</b>	<b>\$12,387,922</b>	<b>\$16,242,507</b>

<b>Summary of Match Funding</b>	
<b>Funding Source</b>	<b>Amount</b>
Local Contribution	\$10,387,922
ARPA Competitive Grant	\$2,000,000
<b>Total</b>	<b>\$12,387,922</b>



## **Attachment C**

### **Reporting and Reimbursement Requirements**

#### **Progress Reports**

The Subrecipient will provide progress reports to DNRC during the term of this Agreement. Reports will provide status information for each project implementation task and identify the reporting period. Status information will include, at a minimum:

- Project activities during the reporting period;
- Costs incurred;
- Funds remaining;
- Anticipated activities during the next reporting period, and
- Expected changes in scope, schedule or budget.

The Subrecipient shall report on total project costs including those funded by the Subrecipient and other matching funds. Significant problems encountered shall be noted and necessary scope and time-line modifications requested.

The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. DNRC will not honor claims for reimbursement if DNRC has not approved the progress report or if there is a delinquent report. Reimbursement requests must:

- Include a State of Montana vendor invoice signed by an authorized agent.
- Be billed by the tasks identified in the project scope of work and budget.
- Be supported by backup documentation of contractor invoices, receipts, cancelled checks, or other documentation of costs.

Subrecipient invoices need to relate clearly to the scope of work and budget in this Agreement.

Projects with multiple funding sources need to submit a uniform status of funds spreadsheet (provided by DNRC) or other means of tracking and documenting match and the project budget.

#### **Final Report**

The Subrecipient must submit one hard copy and one electronic copy (pdf) of the final report that meets the requirements of this Attachment C to DNRC upon project completion. Final disbursement of funds is contingent upon DNRC receipt and approval of a final report that meets these requirements. Final reports must be submitted to DNRC within 90 days of the Agreement termination date.

Final reports must include a signed Certificate of Compliance (included in this attachment) to DNRC upon project completion.

Projects that included construction must also submit a signed Engineer's Statement of Completion. DNRC may also request as-built drawings for construction projects, IF APPLICABLE TO PROJECT.

Photos or news articles (scanned or digital links) are strongly encouraged with Reports.

The Subrecipient is not required to use the suggested format in this Attachment but must include the information listed below. At a minimum, the final report must describe the purpose and location of the project, project tasks, changes to the scope, schedule or budget, how the project met stated goals and objectives, how the project benefited resources, and the current project status. Final reports will be made available to the public on the DNRC website.

## Final Report Requirements

1. **Title Page:**
  - A. Subrecipient's name, address, and telephone numbers.
  - B. DNRC Grant Agreement Number
  - B. Name, address, and telephone of other contacts if primary contacts are not available.
  - C. Funding: total project cost and amount of agreement
  - D. State where copies of the report may be obtained (Subrecipient contact person name, address, phone number. An email address or website is acceptable).
  - E. A list of supporting documents (for example, construction completion reports or other project deliverables, if applicable)
2. **Introduction:** Describe the project history, location and purpose. Provide a project location map.
3. **Discussion and Results:**
  - A. Describe how project goals and tasks identified in the Agreement were completed:
    - Describe the planning process (for example: discuss project design, independent review, coordination with agencies, permits required and other activities).
    - Describe how each task listed in the scope of work was accomplished. Provide details on each task (for example: if trees were planted as an erosion control measure, state how many, the tree species, the age or size of the trees, and location of the plantings).
    - List the goals and/or objectives of the project as stated in the scope of work and briefly describe how they were met by the activities described in the tasks above. Discuss any differences between project goals and objectives and actual project results.
    - Provide an explanation for tasks that were not completed or any out-of-scope work.
    - Include a project map, data, and/or photos that document the project.
  - B. Summarize any problems encountered and solutions adopted. What would you do differently?
4. **Natural Resource and Public Benefits:**

Describe the project's overall benefits. What are the anticipated and realized benefits to resources and to the local and regional area of the completed project? Were these benefits realized? If not, explain why.
5. **Grant Agreement Administration & Project Costs:**
  - A. Work schedule: Compare the time allotted for project completion with actual schedule. Identify delays and discuss the reasons for delays.
  - B. Budget: Include a table that summarizes how the monies were spent by budget category or task as described in Attachment B and funding source (i.e. DNRC, Sponsor, other State or federal agencies). Explain cost overruns or savings. Discuss unbudgeted expenses that arose over the course of the project.
  - C. Match Funds: Identify all funds from other sources or in-kind services that were used to fund the project. If not all matching funds were spent provide a justification.
6. **Project Completion and Certification**
  - A. Subrecipient's Certificate of Compliance (must be signed for all projects).
  - B. As Built Drawings, if requested by the DNRC (construction projects only).
  - C. Engineer's Statement of Final Completion (if applicable).
  - D. Photos or news articles (scanned or digital links) are strongly encouraged with Final Reports.
7. **Final Report submitted electronically (PDF)**



**FINAL REPORT  
CERTIFICATE OF COMPLIANCE**

Subrecipient: \_\_\_\_\_

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

Grant Number: \_\_\_\_\_

Grant Amount: \_\_\_\_\_

I, the undersigned, being duly qualified, respectfully, of the \_\_\_\_\_ (Subrecipient Name), in \_\_\_\_\_ County, State of Montana, do hereby certify that the above-named project is in full compliance with all of the covenants and conditions set forth in the Agreement identified above between the \_\_\_\_\_ (Subrecipient Name) and the State of Montana, Department of Natural Resources and Conservation. I understand that any money remaining after the final payment will be returned to the appropriate accounts at DNRC.

\_\_\_\_\_  
Authorized Subrecipient Signature

\_\_\_\_\_  
Date

This form is available on the DNRC website:  
<http://dnrc.mt.gov/divisions/cadd/docs/resource-development/final-report-certificates.pdf>.

### STATEMENT OF COMPLETION

Subrecipient: \_\_\_\_\_

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

Grant Number: \_\_\_\_\_

Grant Amount: \_\_\_\_\_

I, \_\_\_\_\_, (Project Engineer) a Registered Professional Engineer in the State of Montana, license number \_\_\_\_\_, do hereby state that the above-named project was completed according to the approved plans and specifications. I further state that the record ("as-built") drawings for this project are a true and accurate representation of the completed construction.

\_\_\_\_\_  
Name

\_\_\_\_\_  
P.E. Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address of Firm

\_\_\_\_\_  
City, State Zip of Firm

Please consult the DNRC Liaison to verify if this form is required for your project.

This form is available on the DNRC website:  
<http://dnrc.mt.gov/divisions/cadd/docs/resource-development/final-report-certificates.pdf>

**Attachment D****ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

OMB Approved No. 1505-  
0271 Expiration Date:  
11/30/2021

**ASSURANCE OF COMPLIANCE WITH TITLE  
VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the Subrecipient's programs, services and activities, so long as any portion of the Subrecipient's program(s) is federally assisted in the manner proscribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and



agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients 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 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or 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 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Subrecipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If the Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Subrecipient is in compliance with the aforementioned nondiscrimination requirements.

Great Falls, City of

6/27/2023 | 1:59:13 PM PDT

Subrecipient

Date

DocuSigned by:

*Bob Kelly*

25C9E89161A840A

Signature of Authorized Official

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



DEPARTMENT OF NATURAL RESOURCES  
AND CONSERVATION

Conservation and Resource Development Division



GREG GIANFORTE GOVERNOR

1539 ELEVENTH AVENUE

STATE OF MONTANA

DIRECTOR'S OFFICE: (406) 444 2074  
FAX: (406) 444 2651

PO BOX 201601  
HELENA, MONTANA 59620-1601

June 13, 2023

Mayor Bob Kelly  
Great Falls, City of  
P.O. Box 5021  
Great Falls, Montana 59403

Re: Great Falls Lift Station No. 1 Facility Improvements and Supplemental Forcemain

Dear Mayor Bob Kelly:

Please find enclosed American Rescue Plan Act (ARPA) Water & Sewer sub-award through House Bill 632 for the Great Falls Lift Station No. 1 Facility Improvements and Supplemental Forcemain project. These funds are a sub-award of the ARPA funding provided to the State of Montana under Assistance Listing Number (ALN) (formerly known as CFDA) 21.027 and are contingent upon activities within the project meeting ARPA eligibility and all applicable guidance as well as conditional on funding availability from the federal Department of Treasury.

Projects such as yours provide the necessary investments in water and sewer infrastructure Montanans need as part of our state's economic recovery.

This award will be subject to the federal 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. The Audit Requirements of the Uniform Guidance, including implementing the Single Audit Act, shall apply to this award. Please see Treasury's guidance [<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>] for more detailed information on reporting and auditing requirements. Please note that cost overruns beyond the award will be the responsibility of the subrecipient.

Please sign the sub-award and return. Following signature from DNRC, we will return an executed copy for your records. If you have any questions, please contact Coleen O'Rourke, Grant Manager at the Department of Natural Resources and Conservation, at at 406-594-3184 or [coleen.orourke@mt.gov](mailto:coleen.orourke@mt.gov).

Again, congratulations and good luck on the successful completion of your project.

Sincerely,

Coleen O'Rourke  
ARPA Grant Manager

<i>FOR DNRC USE ONLY</i>		
<b>Maximum Amount under this Grant:</b>	<b>\$444,528.00</b>	
<b>Source of Funds</b>		
<b>Fund Name</b>	<b>Fund No.</b>	
ARPA State Recovery Sec 602	03920	
<b>ALN#</b>	<b>FAIN #</b>	
21.027	SLFRP1747	
<b>Subclass</b>	<b>Org. No.</b>	<b>Amount</b>
54042	34233292M	\$444,528.00
<b>Appropriation Authority: 67th Legislature 2021 HB 632</b>		


**Approved**

No. AM-23-0271

Division *[Signature]*

F.S.O. *[Signature]*

Legal. *[Signature]*



In Process

**GRANT AGREEMENT BETWEEN THE MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION AND GREAT FALLS, CITY OF**

**THIS SUBAWARD** (also referenced as "Grant Agreement" or "Agreement"), is administered by the Montana Department of Natural Resources and Conservation (DNRC) by the Resource Development Bureau (Program) and is accepted by **Great Falls, City of**, hereinafter referred to as the Subrecipient and represented by Mayor **Bob Kelly**, and successors, P.O. Box 5021, Great Falls, Montana 59401, [bkelly@greatfalls.mt.net](mailto:bkelly@greatfalls.mt.net), 1(406) 870 - 0212. 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 602, which authorizes the United States Department of Treasury ("Treasury") to make payments to certain subrecipients from the Coronavirus State Fiscal Recovery Fund ("ARPA funds"). House Bill 632 governs the State's appropriation. 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 Sewer System Improvements**.

**SECTION 2. TERM.** The effective date of this Agreement is the date of last signing and ends **September 30, 2023**. As set forth in the Treasury's Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Interim Final Rule 86 Fed. Reg. 26786 ("Rule") and associated guidance issued on May 10, 2021, 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 DNRC.

**SECTION 3. DNRC's ROLE.** DNRC is administering funds awarded by the Legislature to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. DNRC will monitor project expenditures to assure payment eligibility. DNRC assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete a project. The DNRC liaison for this Agreement is Seth Shteir at 406-444-3275, seth.shteir2@mt.gov, DNRC/CARDD, PO BOX 201601, Helena, MT 59620-1601. All requests for information and assistance, claims for grant funds, and reports shall be submitted to the DNRC 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 Program Application dated **October 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.

4.1 Plans and specifications for this project shall be prepared by a registered professional engineer licensed to practice in his or her areas of competence in the State of Montana. Plans and specifications shall be submitted to the Montana Department of Environmental Quality (DEQ) for review and approval prior to construction. Construction shall be in strict accordance with DEQ approved plans and specifications.

4.2 N/A

**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 DNRC 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 602 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 SLFRF program objectives, such as contract support, materials, and supplies for a project. Subrecipient may not use funds to cover indirect administrative costs. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SLFRF 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 as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible. If a project is unable to secure necessary match funding as required by HB 632, DNRC may recoup ARPA funding. This section shall survive termination of this Agreement.

6.1 A final Montana Environmental Policy Act (MEPA) (§75-1-101 et seq., MCA; 36.2.503 ARM) decision notice must be approved by the DNRC 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 DNRC must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the DNRC'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 DNRC shall



terminate this Agreement as required by law. The DNRC shall provide the Subrecipient with the date the State's termination shall take effect. The DNRC 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 DNRC 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 DNRC's termination takes effect. This is the Subrecipient's sole remedy. The DNRC 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 Subrecipient must submit claims for funds to DNRC. Funds can only be expended for work described in **SECTION 4. SCOPE OF WORK.** In order to receive payment, the Subrecipient shall submit a project progress report described in **SECTION 8. REPORTS,** along with 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. DNRC will verify the claims and check them against the reports required in **SECTION 8. REPORTS** and the budget provided in **SECTION 5. PROJECT BUDGET.** DNRC 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 DNRC. Total payment for all purposes under this Agreement shall not exceed **\$444,528.00.**

7.1 Reimbursement requests for work performed during the term of this Agreement must be submitted to the DNRC liaison within 90 calendar days after the expiration of this Agreement to receive payment.

7.2 DNRC 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 DNRC.

**SECTION 8. REPORTS.** The Subrecipient is responsible for submitting project updates, a final report and a signed Certificate of Compliance to DNRC 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 DNRC 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 periods ending each March, June, September, and December shall be submitted to the DNRC 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 DNRC liaison within 15 calendar days following the close of the quarterly period. No claims for disbursements will be honored if the quarterly 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 C.** 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 DNRC 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 DNRC within 90 days after the Agreement termination date.

8.3 N/A

8.4 N/A

8.5 Recipient agrees to comply with any additional reporting obligations established by 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 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The DNRC, the Montana legislative auditor, 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.** DNRC, 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 WORKER'S COMPENSATION.**

The project is for the benefit of the Subrecipient. DNRC is not an owner or general contractor for the project and DNRC 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 State of Montana or DNRC. The Subrecipient, its employees, and contractors are not covered by the Workers' Compensation laws applicable to DNRC 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, AND LIABILITY.** Subrecipient shall protect, defend, indemnify, and save harmless the State of Montana, 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, 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, or subrecipients. The Subrecipient obligations under this Section 13 survive termination or expiration of this Agreement.

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

Subrecipient shall comply with applicable state prevailing wage laws (§§ 18-2-401 to -432, MCA).

**14.3** It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, chapter 1, MCA; 36.2.503 ARM); and provide all required information requested by the DNRC related to any required MEPA decision.

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

Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(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-Reporting-Guidance.pdf>.

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 Governmentwide 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. Governmentwide 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. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- a. 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. §§ 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. § 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. §§ 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. § 4151 et seq.);
  - vii. the Uniform Federal Accessibility Standards (UFAS), 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;
  - ix. the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 CFR § 10.4);
  - x. the Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
  - xi. 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 State of Montana will have a royalty-free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for state 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 SLFRP1747 awarded to 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 602 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 a subsequent tranche of 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 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(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 United States 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 United States 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 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. DNRC 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 or orders from DNRC, DNRC 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 DNRC 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 DNRC Conservation and Resource Development Division.

**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 any Subrecipient breach/default specified in another section of this Agreement.

**26.3** Upon the occurrence of a breach, the DNRC 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 DNRC determines that a public safety issue or an immediate public crisis exists, the DNRC 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 DNRC, 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 DNRC may 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. 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 First Judicial District, Lewis and Clark County, Montana. Each party will bear their own costs and attorney's fees.

**SECTION 29. WAIVER.** A waiver of any particular provision of this Agreement by the DNRC shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the DNRC 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, City of**, hereby accepts this grant (**AM-23-0271**) 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 Department of Natural Resources and Conservation.

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.

**Recipient:**

DocuSigned by:  
By: Bob Kelly  
26C3E83161A840A...  
Subrecipient Signature

Bob Kelly Mayor  
Subrecipient Print Name and Title

For: Great Falls, City of  
Entity Name

81-600-1269  
Entity Tax ID #

MD9MA1227F25  
Unique Entity Identifier # (UEI)

4/27/2023 | 1:21:26 PM PDT  
Date

**Department of Natural Resources and Conservation:**

By: \_\_\_\_\_  
DNRC Signature

\_\_\_\_\_  
Print Name and Title

For: The Montana Department of Natural Resources and Conservation

\_\_\_\_\_  
Date

**Attachment A - Scope of Work  
Great Falls Sewer System Improvements**

**Background:**

Some of the city of Great Falls' (City) sewer mains are upwards of 100-years-old. These mains needed to be maintained with spot repairs and cured in place pipe lining (CIPP). These repairs ensured that the sewer mains continued to flow at optimum capacity and that they could be further reinforced with CIPP. The City determined that approximately 15,000 ft of sanitary sewer main needed to be lined during the 2021 construction season.

**Scope of Work:**

ARPA Water and Sewer Infrastructure Grant funds will be used to reimburse eligible expenses for grant management and construction. Construction related activities include:

- **Sanitary Sewer Repair** – Repair of old sewer mains and cured in place pipe lining (CIPP).
- **Sanitary Sewer Spot Repairs** - Replace 3 separate sections of sanitary sewer main totaling 130 ft. The 3 sections of main were in danger of collapse due to deterioration.
- **Sanitary Sewer Trenchless Rehabilitation** - The City repaired deteriorated sanitary sewer pipes by installing a liner using the Cure-in Place Pipe (CIPP) method, lining approximately 15,000 ft of sanitary sewer line.

**Schedule:**

<b>Project Engineering Phase</b>	<b>Project Bidding Phase</b>	<b>Project Construction Phase</b>
Completed 1/2022	Completed 3/2022	Completed 4/2022



**Attachment B – Budget  
Great Falls Sewer System Improvements**

<b>Task</b>	<b>ARPA Funds</b>	<b>Match Funds</b>	<b>Total</b>
<b>Administration</b>			
Grant Management	\$25,378	\$25,378	\$50,756
<b>Construction</b>			
Construction Inspection Engineering	\$419,150	\$419,150	\$838,300
<b>Total</b>	<b>\$444,528</b>	<b>\$444,528</b>	<b>\$889,056</b>

<b>Summary of Match Funding</b>	
<b>Funding Source</b>	<b>Amount</b>
Local Contribution	\$444,528
<b>Total</b>	<b>\$ 444,528</b>

## **Attachment C Reporting and Reimbursement Requirements**

### **Progress Reports**

The Subrecipient will provide progress reports to DNRC during the term of this Agreement. Reports will provide status information for each project implementation task and identify the reporting period. Status information will include, at a minimum:

- Project activities during the reporting period;
- Costs incurred;
- Funds remaining;
- Anticipated activities during the next reporting period, and
- Expected changes in scope, schedule or budget.

The Subrecipient shall report on total project costs including those funded by the Subrecipient and other matching funds. Significant problems encountered shall be noted and necessary scope and time-line modifications requested.

The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. DNRC will not honor claims for reimbursement if DNRC has not approved the progress report or if there is a delinquent report. Reimbursement requests must:

- Include a State of Montana vendor invoice signed by an authorized agent.
- Be billed by the tasks identified in the project scope of work and budget.
- Be supported by backup documentation of contractor invoices, receipts, cancelled checks, or other documentation of costs.

Subrecipient invoices need to relate clearly to the scope of work and budget in this Agreement.

Projects with multiple funding sources need to submit a uniform status of funds spreadsheet (provided by DNRC) or other means of tracking and documenting match and the project budget.

### **Final Report**

The Subrecipient must submit one hard copy and one electronic copy (pdf) of the final report that meets the requirements of this Attachment C to DNRC upon project completion. Final disbursement of funds is contingent upon DNRC receipt and approval of a final report that meets these requirements. Final reports must be submitted to DNRC within 90 days of the Agreement termination date.

Final reports must include a signed Certificate of Compliance (included in this attachment) to DNRC upon project completion.

Projects that included construction must also submit a signed Engineer's Statement of Completion. DNRC may also request as-built drawings for construction projects, IF APPLICABLE TO PROJECT.

Photos or news articles (scanned or digital links) are strongly encouraged with Reports.

The Subrecipient is not required to use the suggested format in this Attachment but must include the information listed below. At a minimum, the final report must describe the purpose and location of the project, project tasks, changes to the scope, schedule or budget, how the project met stated goals and objectives, how the project benefited resources, and the current project status. Final reports will be made available to the public on the DNRC website.



## Final Report Requirements

### 1. Title Page:

- A. Subrecipient's name, address, and telephone numbers.
- B. DNRC Grant Agreement Number
- B. Name, address, and telephone of other contacts if primary contacts are not available.
- C. Funding: total project cost and amount of agreement
- D. State where copies of the report may be obtained (Subrecipient contact person name, address, phone number. An email address or website is acceptable).
- E. A list of supporting documents (for example, construction completion reports or other project deliverables, if applicable)

### 2. Introduction: Describe the project history, location and purpose. Provide a project location map.

### 3. Discussion and Results:

- A. Describe how project goals and tasks identified in the Agreement were completed:
  - Describe the planning process (for example: discuss project design, independent review, coordination with agencies, permits required and other activities).
  - Describe how each task listed in the scope of work was accomplished. Provide details on each task (for example: if trees were planted as an erosion control measure, state how many, the tree species, the age or size of the trees, and location of the plantings).
  - List the goals and/or objectives of the project as stated in the scope of work and briefly describe how they were met by the activities described in the tasks above. Discuss any differences between project goals and objectives and actual project results.
  - Provide an explanation for tasks that were not completed or any out-of-scope work.
  - Include a project map, data, and/or photos that document the project.
- B. Summarize any problems encountered and solutions adopted. What would you do differently?

### 4. Natural Resource and Public Benefits:

Describe the project's overall benefits. What are the anticipated and realized benefits to resources and to the local and regional area of the completed project? Were these benefits realized? If not, explain why.

### 5. Grant Agreement Administration & Project Costs:

- A. Work schedule: Compare the time allotted for project completion with actual schedule. Identify delays and discuss the reasons for delays.
- B. Budget: Include a table that summarizes how the monies were spent by budget category or task as described in Attachment B and funding source (i.e. DNRC, Sponsor, other State or federal agencies). Explain cost overruns or savings. Discuss unbudgeted expenses that arose over the course of the project.
- C. Match Funds: Identify all funds from other sources or in-kind services that were used to fund the project. If not all matching funds were spent provide a justification.

### 6. Project Completion and Certification

- A. Subrecipient's Certificate of Compliance (must be signed for all projects).
- B. As Built Drawings, if requested by the DNRC (construction projects only).
- C. Engineer's Statement of Final Completion (if applicable).
- D.** Photos or news articles (scanned or digital links) are strongly encouraged with Final Reports.

### 7. Final Report submitted electronically (PDF)

**FINAL REPORT  
CERTIFICATE OF COMPLIANCE**

Subrecipient: \_\_\_\_\_

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

Grant Number: \_\_\_\_\_

Grant Amount: \_\_\_\_\_

I, the undersigned, being duly qualified, respectfully, of the \_\_\_\_\_ (Subrecipient Name), in \_\_\_\_\_ County, State of Montana, do hereby certify that the above-named project is in full compliance with all of the covenants and conditions set forth in the Agreement identified above between the \_\_\_\_\_ (Subrecipient Name) and the State of Montana, Department of Natural Resources and Conservation. I understand that any money remaining after the final payment will be returned to the appropriate accounts at DNRC.

\_\_\_\_\_  
Authorized Subrecipient Signature

\_\_\_\_\_  
Date

This form is available on the DNRC website:  
<http://dnrc.mt.gov/divisions/cadd/docs/resource-development/final-report-certificates.pdf>.

### STATEMENT OF COMPLETION

Subrecipient: \_\_\_\_\_

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

Grant Number: \_\_\_\_\_

Grant Amount: \_\_\_\_\_

I, \_\_\_\_\_, (Project Engineer) a Registered Professional Engineer in the State of Montana, license number \_\_\_\_\_, do hereby state that the above-named project was completed according to the approved plans and specifications. I further state that the record ("as-built") drawings for this project are a true and accurate representation of the completed construction.

\_\_\_\_\_  
Name

\_\_\_\_\_  
P. E. Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address of Firm

\_\_\_\_\_  
City, State Zip of Firm

Please consult the DNRC Liaison to verify if this form is required for your project.

This form is available on the DNRC website:  
<http://dnrc.mt.gov/divisions/cadd/docs/resource-development/final-report-certificates.pdf>



**Attachment D****ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

OMB Approved No. 1505-0271  
 Expiration Date: 11/30/2021

**ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the Subrecipient's programs, services and activities, so long as any portion of the Subrecipient's program(s) is federally assisted in the manner proscribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and



agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients 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 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or 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 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Subrecipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If the Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Subrecipient is in compliance with the aforementioned nondiscrimination requirements.

Great Falls, City of  
Subrecipient

4/27/2023 | 1:21:26 PM PDT

DocuSigned by:

Date

*Bob Kelly*

Signature of Authorized Official

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



DEPARTMENT OF NATURAL RESOURCES  
AND CONSERVATION

Conservation and Resource Development Division



GREGGIANFORTE, GOVERNOR

1539 ELEVENTH AVENUE

STATE OF MONTANA

DIRECTOR'S OFFICE: (406) 444-2074  
FAX: (406) 444-2684

PO BOX 201601  
HELENA, MONTANA 59620-1601

April 17, 2023

Mayor Bob Kelly  
Great Falls, City of  
P.O. Box 5021  
Great Falls, Montana 59401

Re: Great Falls Sewer System Improvements

Dear Mayor Kelly :

Please find enclosed American Rescue Plan Act (ARPA) Water & Sewer sub-award through House Bill 632 for the Great Falls Sewer System Improvements project. These funds are a sub-award of the ARPA funding provided to the State of Montana under Assistance Listing Number (ALN) (formerly known as CFDA) 21.027 and are contingent upon activities within the project meeting ARPA eligibility and all applicable guidance as well as conditional on funding availability from the federal Department of Treasury.

Projects such as yours provide the necessary investments in water and sewer infrastructure Montanans need as part of our state's economic recovery.


This award will be subject to the federal 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. The Audit Requirements of the Uniform Guidance, including implementing the Single Audit Act, shall apply to this award. Please see Treasury's guidance [<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>] for more detailed information on reporting and auditing requirements. Please note that cost overruns beyond the award will be the responsibility of the subrecipient.

Please sign the sub-award and return. Following signature from DNRC, we will return an executed copy for your records. If you have any questions, please contact Seth Shteir, Grant Manager at the Department of Natural Resources and Conservation, at 406-444-3275 or [seth.shteir2@mt.gov](mailto:seth.shteir2@mt.gov).

Again, congratulations and good luck on the successful completion of your project.

Sincerely,

Seth Shteir  
ARPA Grant Manager

<i>FOR DNRC USE ONLY</i>			<b>Approved</b>	
<b>Maximum Amount under this Grant:</b>		<b>\$784,932.00</b>		
<b>Source of Funds</b>				
<b>Fund Name</b>	<b>Fund No.</b>		<b>No.</b> <u>AM-23-0273</u>	
ARPA State Recovery Sec 602	03920		<b>Division</b> <u>[Signature]</u>	
			<b>F.S.O.</b> <u>[Signature]</u>	
			<b>Legal.</b> <u>[Signature]</u>	
<b>ALN#</b>		<b>FAIN #</b>		
21.027		SLFRP1747		
<b>Subclass</b>	<b>Org. No.</b>	<b>Amount</b>		
54042	34233295M	<b>\$784,932.00</b>		
<b>Appropriation Authority: 67th Legislature 2021 HB 632</b>				
				

**GRANT AGREEMENT BETWEEN THE MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION AND GREAT FALLS, CITY OF**

**THIS SUBAWARD** (also referenced as "Grant Agreement" or "Agreement"), is administered by the Montana Department of Natural Resources and Conservation (DNRC) by the Resource Development Bureau (Program) and is accepted by **Great Falls, City of**, hereinafter referred to as the Subrecipient and represented by Mayor **Bob Kelly**, and successors, **P.O. Box 5021, Great Falls, Montana 59401, bkelly@greatfalls.mt.net, 1(406) 870 - 0212**. 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 602, which authorizes the United States Department of Treasury ("Treasury") to make payments to certain subrecipients from the Coronavirus State Fiscal Recovery Fund ("ARPA funds"). House Bill 632 governs the State's appropriation. 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 Storm Drain Improvements**.

**SECTION 2. TERM.** The effective date of this Agreement is the date of last signing and ends **September 30, 2023**. As set forth in the Treasury's Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Interim Final Rule 86 Fed. Reg. 26786 ("Rule") and associated guidance issued on May 10, 2021, 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 DNRC.

**SECTION 3. DNRC's ROLE.** DNRC is administering funds awarded by the Legislature to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. DNRC will monitor project expenditures to assure payment eligibility. DNRC assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete a project. The DNRC liaison for this Agreement is Seth Shteir at 406-444-3275, seth.shteir2@mt.gov, DNRC/CARDD, PO BOX 201601, Helena, MT 59620-1601. All requests for information and assistance, claims for grant funds, and reports shall be submitted to the DNRC 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 Program Application dated **September 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.

4.1 Plans and specifications for this project shall be prepared by a registered professional engineer licensed to practice in his or her areas of competence in the State of Montana. Plans and specifications shall be submitted to the Montana Department of Environmental Quality (DEQ) for review and approval prior to construction. Construction shall be in strict accordance with DEQ approved plans and specifications.

4.2 N/A

**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 DNRC 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 602 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 SLFRF program objectives, such as contract support, materials, and supplies for a project. Subrecipient may not use funds to cover indirect administrative costs. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SLFRF 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 as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible. If a project is unable to secure necessary match funding as required by HB 632, DNRC may recoup ARPA funding. This section shall survive termination of this Agreement.

6.1 A final Montana Environmental Policy Act (MEPA) (§75-1-101 et seq., MCA; 36.2.503 ARM) decision notice must be approved by the DNRC 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 DNRC must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the DNRC'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 DNRC shall



terminate this Agreement as required by law. The DNRC shall provide the Subrecipient with the date the State's termination shall take effect. The DNRC 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 DNRC 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 DNRC's termination takes effect. This is the Subrecipient's sole remedy. The DNRC 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 Subrecipient must submit claims for funds to DNRC. Funds can only be expended for work described in SECTION 4. SCOPE OF WORK. In order to receive payment, the Subrecipient shall submit a project progress report described in SECTION 8. REPORTS, along with 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. DNRC will verify the claims and check them against the reports required in SECTION 8. REPORTS and the budget provided in SECTION 5. PROJECT BUDGET. DNRC 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 DNRC. Total payment for all purposes under this Agreement shall not exceed **\$784,931.00**.

7.1 Reimbursement requests for work performed during the term of this Agreement must be submitted to the DNRC liaison within 90 calendar days after the expiration of this Agreement to receive payment.

7.2 DNRC 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 DNRC.

**SECTION 8. REPORTS.** The Subrecipient is responsible for submitting project updates, a final report and a signed Certificate of Compliance to DNRC 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 DNRC 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 periods ending each March, June, September, and December shall be submitted to the DNRC 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 DNRC liaison within 15 calendar days following the close of the quarterly period. No claims for disbursements will be honored if the quarterly 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 C. 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 DNRC 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 DNRC within 90 days after the Agreement termination date.

8.3 N/A

8.4 N/A

8.5 Recipient agrees to comply with any additional reporting obligations established by 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 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The DNRC, the Montana legislative auditor, 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.** DNRC, 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 WORKER'S COMPENSATION.**

The project is for the benefit of the Subrecipient. DNRC is not an owner or general contractor for the project and DNRC 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 State of Montana or DNRC. The Subrecipient, its employees, and contractors are not covered by the Workers' Compensation laws applicable to DNRC 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, AND LIABILITY.** Subrecipient shall protect, defend, indemnify, and save harmless the State of Montana, 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, 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, or subrecipients. The Subrecipient obligations under this Section 13 survive termination or expiration of this Agreement.

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

Subrecipient shall comply with applicable state prevailing wage laws (§§ 18-2-401 to -432, MCA).

**14.3** It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, chapter 1, MCA; 36.2.503 ARM); and provide all required information requested by the DNRC related to any required MEPA decision.

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

Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(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-Reporting-Guidance.pdf>.

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 Governmentwide 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. Governmentwide 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. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- a. 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. §§ 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. § 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. §§ 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. § 4151 et seq.);
  - vii. the Uniform Federal Accessibility Standards (UFAS), 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;
  - ix. the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 CFR § 10.4);
  - x. the Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
  - xi. 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 State of Montana will have a royalty-free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for state 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 SLFRP1747 awarded to 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 602 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 a subsequent tranche of 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 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(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 United States 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 United States 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 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. DNRC 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 or orders from DNRC, DNRC 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 DNRC 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 DNRC Conservation and Resource Development Division.

**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 any Subrecipient breach/default specified in another section of this Agreement.

**26.3** Upon the occurrence of a breach, the DNRC 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 DNRC determines that a public safety issue or an immediate public crisis exists, the DNRC 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 DNRC, 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 DNRC may 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. 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 First Judicial District, Lewis and Clark County, Montana. Each party will bear their own costs and attorney's fees.

**SECTION 29. WAIVER.** A waiver of any particular provision of this Agreement by the DNRC shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the DNRC 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, City of**, hereby accepts this grant (**AM-23-0273**) 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 Department of Natural Resources and Conservation.

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.

**Recipient:**

DocuSigned by:  
By: Bob Kelly  
Subrecipient Signature

Bob Kelly Mayor  
Subrecipient Print Name and Title

For: Great Falls, City of  
Entity Name

81-600-1269 MD9MA1227F25  
Entity Tax ID # Unique Entity Identifier # (UEI)

5/16/2023 | 3:28:44 PM PDT  
Date

**Department of Natural Resources and Conservation:**

By: \_\_\_\_\_  
DNRC Signature

\_\_\_\_\_  
Print Name and Title

For: The Montana Department of Natural Resources and Conservation

\_\_\_\_\_  
Date

**Attachment A - Scope of Work  
Great Falls Storm Drain Improvements**

**Background:**

The city of Great Falls (City) conducted a Smith’s Pond feasibility Study. Smith’s pond is a 180 acre basin on the southeast corner of the city that drains storm water to a historically private detention pond for both detention and treatment. The City also conducted West Hill Storm Drain Improvements as this storm drain ditch in the West Hill subdivision needed maintenance. Finally, the City improved the Valeria Way Storm Drain. This 100-year old storm drain line shows signs of deterioration and is generally in poor condition.

**Scope of Work:**

ARPA Water and Sewer Infrastructure Grant funds will be used to reimburse eligible expenses related to professional services, Montana State Tax and construction. Construction related activities will include the following:

- Conduct a Smith’s Pond Feasibility Study
- Clean up and remove trees and brush on the West Hill Storm Drain
- Regrade the West Hill Storm Drain
- Improve the Valeria Way Storm Drain by increasing pipe size and adding inlets
- Install approximately 3000 feet of storm drain on Valeria Way Storm Drain
- Replace 15 manholes and 11 inlets on Valeria Way Storm Drain

Facilities will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies.

**Schedule:**

Project Engineering Phase	Project Bidding Phase	Project Construction Phase
N/A	March 2021	November 2021



**Attachment B – Budget  
Great Falls Storm Drain Improvements**

<b>Task</b>	<b>ARPA Funds</b>	<b>Match Funds</b>	<b>Total</b>
<b>Professional Services</b>	\$24,201	\$24,201	\$48,402
<b>Public Contractor 1% Gross Receipts</b>		\$15,214	\$15,214
<b>Construction</b>	\$760,731	\$745,517	\$1,506,248
<b>Total</b>	<b>\$784,932</b>	<b>\$784,932</b>	<b>\$1,569,864</b>

<b>Summary of Match Funding</b>	
<b>Funding Source</b>	<b>Amount</b>
Local Contribution	\$784,932
<b>Total</b>	<b>\$784,932</b>

## **Attachment C Reporting and Reimbursement Requirements**

### **Progress Reports**

The Subrecipient will provide progress reports to DNRC during the term of this Agreement. Reports will provide status information for each project implementation task and identify the reporting period. Status information will include, at a minimum:

- Project activities during the reporting period;
- Costs incurred;
- Funds remaining;
- Anticipated activities during the next reporting period, and
- Expected changes in scope, schedule or budget.

The Subrecipient shall report on total project costs including those funded by the Subrecipient and other matching funds. Significant problems encountered shall be noted and necessary scope and time-line modifications requested.

The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. DNRC will not honor claims for reimbursement if DNRC has not approved the progress report or if there is a delinquent report. Reimbursement requests must:

- Include a State of Montana vendor invoice signed by an authorized agent.
- Be billed by the tasks identified in the project scope of work and budget.
- Be supported by backup documentation of contractor invoices, receipts, cancelled checks, or other documentation of costs.

Subrecipient invoices need to relate clearly to the scope of work and budget in this Agreement.

Projects with multiple funding sources need to submit a uniform status of funds spreadsheet (provided by DNRC) or other means of tracking and documenting match and the project budget.

### **Final Report**

The Subrecipient must submit one hard copy and one electronic copy (pdf) of the final report that meets the requirements of this Attachment C to DNRC upon project completion. Final disbursement of funds is contingent upon DNRC receipt and approval of a final report that meets these requirements. Final reports must be submitted to DNRC within 90 days of the Agreement termination date.

Final reports must include a signed Certificate of Compliance (included in this attachment) to DNRC upon project completion.

Projects that included construction must also submit a signed Engineer's Statement of Completion. DNRC may also request as-built drawings for construction projects, IF APPLICABLE TO PROJECT.

Photos or news articles (scanned or digital links) are strongly encouraged with Reports.

The Subrecipient is not required to use the suggested format in this Attachment but must include the information listed below. At a minimum, the final report must describe the purpose and location of the project, project tasks, changes to the scope, schedule or budget, how the project met stated goals and objectives, how the project benefited resources, and the current project status. Final reports will be made available to the public on the DNRC website.



## Final Report Requirements

1. **Title Page:**
  - A. Subrecipient's name, address, and telephone numbers.
  - B. DNRC Grant Agreement Number
  - B. Name, address, and telephone of other contacts if primary contacts are not available.
  - C. Funding: total project cost and amount of agreement
  - D. State where copies of the report may be obtained (Subrecipient contact person name, address, phone number. An email address or website is acceptable).
  - E. A list of supporting documents (for example, construction completion reports or other project deliverables, if applicable)
2. **Introduction:** Describe the project history, location and purpose. Provide a project location map.
3. **Discussion and Results:**
  - A. Describe how project goals and tasks identified in the Agreement were completed:
    - Describe the planning process (for example: discuss project design, independent review, coordination with agencies, permits required and other activities).
    - Describe how each task listed in the scope of work was accomplished. Provide details on each task (for example: if trees were planted as an erosion control measure, state how many, the tree species, the age or size of the trees, and location of the plantings).
    - List the goals and/or objectives of the project as stated in the scope of work and briefly describe how they were met by the activities described in the tasks above. Discuss any differences between project goals and objectives and actual project results.
    - Provide an explanation for tasks that were not completed or any out-of-scope work.
    - Include a project map, data, and/or photos that document the project.
  - B. Summarize any problems encountered and solutions adopted. What would you do differently?
4. **Natural Resource and Public Benefits:**

Describe the project's overall benefits. What are the anticipated and realized benefits to resources and to the local and regional area of the completed project? Were these benefits realized? If not, explain why.
5. **Grant Agreement Administration & Project Costs:**
  - A. Work schedule: Compare the time allotted for project completion with actual schedule. Identify delays and discuss the reasons for delays.
  - B. Budget: Include a table that summarizes how the monies were spent by budget category or task as described in Attachment B and funding source (i.e. DNRC, Sponsor, other State or federal agencies). Explain cost overruns or savings. Discuss unbudgeted expenses that arose over the course of the project.
  - C. Match Funds: Identify all funds from other sources or in-kind services that were used to fund the project. If not all matching funds were spent provide a justification.
6. **Project Completion and Certification**
  - A. Subrecipient's Certificate of Compliance (must be signed for all projects).
  - B. As Built Drawings, if requested by the DNRC (construction projects only).
  - C. Engineer's Statement of Final Completion (if applicable).
  - D. Photos or news articles (scanned or digital links) are strongly encouraged with Final Reports.
7. **Final Report submitted electronically (PDF)**

**FINAL REPORT  
CERTIFICATE OF COMPLIANCE**

Subrecipient: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Grant Number: \_\_\_\_\_  
Grant Amount: \_\_\_\_\_

I, the undersigned, being duly qualified, respectfully, of the \_\_\_\_\_ (Subrecipient Name), in \_\_\_\_\_ County, State of Montana, do hereby certify that the above-named project is in full compliance with all of the covenants and conditions set forth in the Agreement identified above between the \_\_\_\_\_ (Subrecipient Name) and the State of Montana, Department of Natural Resources and Conservation. I understand that any money remaining after the final payment will be returned to the appropriate accounts at DNRC.

\_\_\_\_\_  
Authorized Subrecipient Signature

\_\_\_\_\_  
Date

This form is available on the DNRC website:  
<http://dnrc.mt.gov/divisions/cadd/docs/resource-development/final-report-certificates.pdf>.



### STATEMENT OF COMPLETION

Subrecipient: \_\_\_\_\_

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

Grant Number: \_\_\_\_\_

Grant Amount: \_\_\_\_\_

I, \_\_\_\_\_, (Project Engineer) a Registered Professional Engineer in the State of Montana, license number \_\_\_\_\_, do hereby state that the above-named project was completed according to the approved plans and specifications. I further state that the record ("as-built") drawings for this project are a true and accurate representation of the completed construction.

\_\_\_\_\_  
Name

\_\_\_\_\_  
P.E. Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address of Firm

\_\_\_\_\_  
City, State Zip of Firm

Please consult the DNRC Liaison to verify if this form is required for your project.

This form is available on the DNRC website:  
<http://dnrc.mt.gov/divisions/cadd/docs/resource-development/final-report-certificates.pdf>

**Attachment D****ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

OMB Approved No. 1505-  
0271 Expiration Date:  
11/30/2021

**ASSURANCE OF COMPLIANCE WITH TITLE  
VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the Subrecipient's programs, services and activities, so long as any portion of the Subrecipient's program(s) is federally assisted in the manner proscribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and



agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients 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 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or 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 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Subrecipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If the Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Subrecipient is in compliance with the aforementioned nondiscrimination requirements.

Great Falls, City of

5/16/2023 | 3:28:44 PM PDT

Subrecipient

Date

DocuSigned by:

*Bob Kelly*

25C3E83181A640A

Signature of Authorized Official

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



**DEPARTMENT OF NATURAL RESOURCES  
AND CONSERVATION**

Conservation and Resource Development Division



GREGGIANFORTE, GOVERNOR

1539 ELEVENTH AVENUE

**STATE OF MONTANA**DIRECTOR'S OFFICE: (406) 444-2074  
FAX: (406) 444-2684PO BOX 201601  
HELENA, MONTANA 59620-1601

April 18, 2023

Mayor Bob Kelly  
Great Falls, City of  
P.O. Box 5021  
Great Falls, Montana 59401

Re: Great Falls Storm Drain Improvements

Dear Mayor Kelly :

Please find enclosed American Rescue Plan Act (ARPA) Water & Sewer sub-award through House Bill 632 for the Great Falls Storm Drain Improvements project. These funds are a sub-award of the ARPA funding provided to the State of Montana under Assistance Listing Number (ALN) (formerly known as CFDA) 21.027 and are contingent upon activities within the project meeting ARPA eligibility and all applicable guidance as well as conditional on funding availability from the federal Department of Treasury.

Projects such as yours provide the necessary investments in water and sewer infrastructure Montanans need as part of our state's economic recovery.

This award will be subject to the federal 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. The Audit Requirements of the Uniform Guidance, including implementing the Single Audit Act, shall apply to this award. Please see Treasury's guidance <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf> for more detailed information on reporting and auditing requirements. Please note that cost overruns beyond the award will be the responsibility of the subrecipient.


Please sign the sub-award and return. Following signature from DNRC, we will return an executed copy for your records. If you have any questions, please contact Seth Shteir, Grant Manager at the Department of Natural Resources and Conservation, at 406-444-3275 or [seth.shteir2@mt.gov](mailto:seth.shteir2@mt.gov).

Again, congratulations and good luck on the successful completion of your project.

Sincerely,

Seth Shteir  
ARPA Grant Manager

<i>FOR DNRC USE ONLY</i>			<b>Approved</b>	
<b>Maximum Amount under this Grant:</b>		<b>\$33,746.00</b>	No. <u>AM-23-0272</u>	
<b>Source of Funds</b>			Division <u><i>[Signature]</i></u>	
<b>Fund Name</b>	<b>Fund No.</b>	F.S.O. <u><i>[Signature]</i></u>		
ARPA State Recovery Sec 602	03920	Legal. <u>13</u>		
<b>ALN#</b>		<b>FAIN #</b>		
21.027		SLFRP1747		
<b>Subclass</b>	<b>Org. No.</b>	<b>Amount</b>		
54042	34233293M	<b>\$33,746.00</b>		
<b>Appropriation Authority: 67th Legislature 2021 HB 632</b>				



**GRANT AGREEMENT BETWEEN THE MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION AND GREAT FALLS, CITY OF**

**THIS SUBAWARD** (also referenced as "Grant Agreement" or "Agreement"), is administered by the Montana Department of Natural Resources and Conservation (DNRC) by the Resource Development Bureau (Program) and is accepted by **Great Falls, City of**, hereinafter referred to as the Subrecipient and represented by Mayor **Bob Kelly**, and successors, **P.O. Box 5021, Great Falls, Montana 59401, bkelly@greatfalls.mt.net, 1(406) 870 - 0212**. 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 602, which authorizes the United States Department of Treasury ("Treasury") to make payments to certain subrecipients from the Coronavirus State Fiscal Recovery Fund ("ARPA funds"). House Bill 632 governs the State's appropriation. 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 Wastewater Treatment Plant Improvements**.

**SECTION 2. TERM.** The effective date of this Agreement is the date of last signing and ends **September 30, 2023**. As set forth in the Treasury's Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Interim Final Rule 86 Fed. Reg. 26786 ("Rule") and associated guidance issued on May 10, 2021, 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 DNRC.

**SECTION 3. DNRC's ROLE.** DNRC is administering funds awarded by the Legislature to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. DNRC will monitor project expenditures to assure payment eligibility. DNRC assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete a project. The DNRC liaison for this Agreement is Seth Shteir at 406-444-3275, seth.shteir2@mt.gov, DNRC/CARDD, PO BOX 201601, Helena, MT 59620-1601. All requests for information and assistance, claims for grant funds, and reports shall be submitted to the DNRC 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 Program Application dated **October 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.

4.1 Plans and specifications for this project shall be prepared by a registered professional engineer licensed to practice in his or her areas of competence in the State of Montana. Plans and specifications shall be submitted to the Montana Department of Environmental Quality (DEQ) for review and approval prior to construction. Construction shall be in strict accordance with DEQ approved plans and specifications.

4.2 N/A

**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 DNRC 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 602 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 SLFRF program objectives, such as contract support, materials, and supplies for a project. Subrecipient may not use funds to cover indirect administrative costs. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SLFRF 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 as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible. If a project is unable to secure necessary match funding as required by HB 632, DNRC may recoup ARPA funding. This section shall survive termination of this Agreement.

6.1 A final Montana Environmental Policy Act (MEPA) (§75-1-101 et seq., MCA; 36.2.503 ARM) decision notice must be approved by the DNRC 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 DNRC must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the DNRC'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 DNRC shall



terminate this Agreement as required by law. The DNRC shall provide the Subrecipient with the date the State's termination shall take effect. The DNRC 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 DNRC 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 DNRC's termination takes effect. This is the Subrecipient's sole remedy. The DNRC 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 Subrecipient must submit claims for funds to DNRC. Funds can only be expended for work described in SECTION 4. SCOPE OF WORK. In order to receive payment, the Subrecipient shall submit a project progress report described in SECTION 8. REPORTS, along with 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. DNRC will verify the claims and check them against the reports required in SECTION 8. REPORTS and the budget provided in SECTION 5. PROJECT BUDGET. DNRC 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 DNRC. Total payment for all purposes under this Agreement shall not exceed **\$33,746.00**.

7.1 Reimbursement requests for work performed during the term of this Agreement must be submitted to the DNRC liaison within 90 calendar days after the expiration of this Agreement to receive payment.

7.2 DNRC 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 DNRC.

**SECTION 8. REPORTS.** The Subrecipient is responsible for submitting project updates, a final report and a signed Certificate of Compliance to DNRC 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 DNRC 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 periods ending each March, June, September, and December shall be submitted to the DNRC 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 DNRC liaison within 15 calendar days following the close of the quarterly period. No claims for disbursements will be honored if the quarterly 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 C. 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 DNRC 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 DNRC within 90 days after the Agreement termination date.

8.3 N/A

8.4 N/A

8.5 Recipient agrees to comply with any additional reporting obligations established by 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 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The DNRC, the Montana legislative auditor, 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.** DNRC, 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 WORKER'S COMPENSATION.**

The project is for the benefit of the Subrecipient. DNRC is not an owner or general contractor for the project and DNRC 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 State of Montana or DNRC. The Subrecipient, its employees, and contractors are not covered by the Workers' Compensation laws applicable to DNRC 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, AND LIABILITY.** Subrecipient shall protect, defend, indemnify, and save harmless the State of Montana, 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, 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, or subrecipients. The Subrecipient obligations under this Section 13 survive termination or expiration of this Agreement.

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

Subrecipient shall comply with applicable state prevailing wage laws (§§ 18-2-401 to -432, MCA).

**14.3** It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, chapter 1, MCA; 36.2.503 ARM); and provide all required information requested by the DNRC related to any required MEPA decision.

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

Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(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-Reporting-Guidance.pdf>.

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 Governmentwide 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. Governmentwide 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. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- a. 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. §§ 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. § 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. §§ 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. § 4151 et seq.);
  - vii. the Uniform Federal Accessibility Standards (UFAS), 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;
  - ix. the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 CFR § 10.4);
  - x. the Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
  - xi. 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 State of Montana will have a royalty-free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for state 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 SLFRP1747 awarded to 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 602 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 a subsequent tranche of 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 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(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 United States 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 United States 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 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. DNRC 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 or orders from DNRC, DNRC 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 DNRC 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 DNRC Conservation and Resource Development Division.

**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 any Subrecipient breach/default specified in another section of this Agreement.

**26.3** Upon the occurrence of a breach, the DNRC 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 DNRC determines that a public safety issue or an immediate public crisis exists, the DNRC 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 DNRC, 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 DNRC may 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. 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 First Judicial District, Lewis and Clark County, Montana. Each party will bear their own costs and attorney's fees.

**SECTION 29. WAIVER.** A waiver of any particular provision of this Agreement by the DNRC shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the DNRC 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, City of**, hereby accepts this grant (**AM-23-0272**) 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 Department of Natural Resources and Conservation.

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.

**Recipient:**

DocuSigned by:  
By: Bob Kelly  
25C9E83181A840A  
Subrecipient Signature

Bob Kelly Mayor  
Subrecipient Print Name and Title

For: Great Falls, City of  
Entity Name

81600-1269  
Entity Tax ID #

MD9MA1227F25  
Unique Entity Identifier # (UEI)

5/16/2023 | 3:28:44 PM PDT  
Date

**Department of Natural Resources and Conservation:**

By: \_\_\_\_\_  
DNRC Signature

\_\_\_\_\_  
Print Name and Title

For: The Montana Department of Natural Resources and Conservation

\_\_\_\_\_  
Date

**Attachment A - Scope of Work  
Great Falls Wastewater Treatment Plant Improvements**

**Background:**

The city of Great Falls Wastewater Treatment Plant (WWTP) utilizes three bioreactors and four secondary clarifiers in the treatment process. In 2021, one of the secondary clarifiers catastrophically failed, resulting in operational limitations at the WWTP. The failure of another secondary clarifier or bioreactor may result in the system overloading, which could result in the discharge of solids and excess biochemical oxygen demand (BOD) to the Missouri River. The coliforms and other bacteria in these WWTP solids pose a significant health risk to the population of the city while the excess BOD can result in the loss of dissolved oxygen in the Missouri River. The project also makes improvements to the solids building heating, ventilation and air conditioning (HVAC) system, which will allow for proper air handling and discharge of gasses.

**Scope of Work:**

ARPA Water and Sewer Infrastructure grant funds will be used to reimburse eligible expenses for professional services and grant management. Construction related activities will include:

- Repair Clarifiers and increase their operational resilience
- Install new air handling unit for HVAC that will provide 12 Air Changes per Hour (ACH) in the centrifuge room and dumpster room

Facilities will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies.

**Schedule:**

Project Engineering Phase	Project Bidding Phase	Project Construction Phase
Completed September 2022	Completed October 2022	Completed February 2023



**Attachment B – Budget  
Great Falls Wastewater Treatment Plant Improvements**

<b>Task</b>	<b>ARPA Funds</b>	<b>Match Funds</b>	<b>Total</b>
<b>Professional Services</b>	\$27,476	\$27,476	\$54,952
<b>Grant Management</b>	\$6,270	\$6,270	\$12,540
<b>Total</b>	<b>\$33,746</b>	<b>\$33,746</b>	<b>\$67,492</b>

<b>Summary of Match Funding</b>	
<b>Funding Source</b>	<b>Amount</b>
Local Contribution	\$33,746
<b>Total</b>	<b>\$33,746</b>

## **Attachment C Reporting and Reimbursement Requirements**

### **Progress Reports**

The Subrecipient will provide progress reports to DNRC during the term of this Agreement. Reports will provide status information for each project implementation task and identify the reporting period. Status information will include, at a minimum:

- Project activities during the reporting period;
- Costs incurred;
- Funds remaining;
- Anticipated activities during the next reporting period, and
- Expected changes in scope, schedule or budget.

The Subrecipient shall report on total project costs including those funded by the Subrecipient and other matching funds. Significant problems encountered shall be noted and necessary scope and time-line modifications requested.

The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. DNRC will not honor claims for reimbursement if DNRC has not approved the progress report or if there is a delinquent report. Reimbursement requests must:

- Include a State of Montana vendor invoice signed by an authorized agent.
- Be billed by the tasks identified in the project scope of work and budget
- Be supported by backup documentation of contractor invoices, receipts, cancelled checks, or other documentation of costs.

Subrecipient invoices need to relate clearly to the scope of work and budget in this Agreement.

Projects with multiple funding sources need to submit a uniform status of funds spreadsheet (provided by DNRC) or other means of tracking and documenting match and the project budget.

### **Final Report**

The Subrecipient must submit one hard copy and one electronic copy (pdf) of the final report that meets the requirements of this Attachment C to DNRC upon project completion. Final disbursement of funds is contingent upon DNRC receipt and approval of a final report that meets these requirements. Final reports must be submitted to DNRC within 90 days of the Agreement termination date.

Final reports must include a signed Certificate of Compliance (included in this attachment) to DNRC upon project completion.

Projects that included construction must also submit a signed Engineer's Statement of Completion. DNRC may also request as-built drawings for construction projects, IF APPLICABLE TO PROJECT.

Photos or news articles (scanned or digital links) are strongly encouraged with Reports.

The Subrecipient is not required to use the suggested format in this Attachment but must include the information listed below. At a minimum, the final report must describe the purpose and location of the project, project tasks, changes to the scope, schedule or budget, how the project met stated goals and objectives, how the project benefited resources, and the current project status. Final reports will be made available to the public on the DNRC website.



## Final Report Requirements

- 1. Title Page:**
  - A. Subrecipient's name, address, and telephone numbers.
  - B. DNRC Grant Agreement Number
  - B. Name, address, and telephone of other contacts if primary contacts are not available.
  - C. Funding: total project cost and amount of agreement
  - D. State where copies of the report may be obtained (Subrecipient contact person name, address, phone number. An email address or website is acceptable).
  - E. A list of supporting documents (for example, construction completion reports or other project deliverables, if applicable)
- 2. Introduction:** Describe the project history, location and purpose. Provide a project location map.
- 3. Discussion and Results:**
  - A. Describe how project goals and tasks identified in the Agreement were completed:
    - Describe the planning process (for example: discuss project design, independent review, coordination with agencies, permits required and other activities).
    - Describe how each task listed in the scope of work was accomplished. Provide details on each task (for example: if trees were planted as an erosion control measure, state how many, the tree species, the age or size of the trees, and location of the plantings).
    - List the goals and/or objectives of the project as stated in the scope of work and briefly describe how they were met by the activities described in the tasks above. Discuss any differences between project goals and objectives and actual project results.
    - Provide an explanation for tasks that were not completed or any out-of-scope work.
    - Include a project map, data, and/or photos that document the project.
  - B. Summarize any problems encountered and solutions adopted. What would you do differently?
- 4. Natural Resource and Public Benefits:**

Describe the project's overall benefits. What are the anticipated and realized benefits to resources and to the local and regional area of the completed project? Were these benefits realized? If not, explain why.
- 5. Grant Agreement Administration & Project Costs:**
  - A. Work schedule: Compare the time allotted for project completion with actual schedule. Identify delays and discuss the reasons for delays.
  - B. Budget: Include a table that summarizes how the monies were spent by budget category or task as described in Attachment B and funding source (i.e. DNRC, Sponsor, other State or federal agencies). Explain cost overruns or savings. Discuss unbudgeted expenses that arose over the course of the project.
  - C. Match Funds: Identify all funds from other sources or in-kind services that were used to fund the project. If not all matching funds were spent provide a justification.
- 6. Project Completion and Certification**
  - A. Subrecipient's Certificate of Compliance (must be signed for all projects).
  - B. As Built Drawings, if requested by the DNRC (construction projects only).
  - C. Engineer's Statement of Final Completion (if applicable).
  - D. Photos or news articles (scanned or digital links) are strongly encouraged with Final Reports.
- 7. Final Report submitted electronically (PDF)**

## FINAL REPORT CERTIFICATE OF COMPLIANCE

Subrecipient: \_\_\_\_\_

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

Grant Number: \_\_\_\_\_

Grant Amount: \_\_\_\_\_

I, the undersigned, being duly qualified, respectfully, of the \_\_\_\_\_ (Subrecipient Name), in \_\_\_\_\_ County, State of Montana, do hereby certify that the above-named project is in full compliance with all of the covenants and conditions set forth in the Agreement identified above between the \_\_\_\_\_ (Subrecipient Name) and the State of Montana, Department of Natural Resources and Conservation. I understand that any money remaining after the final payment will be returned to the appropriate accounts at DNRC.

\_\_\_\_\_  
Authorized Subrecipient Signature

\_\_\_\_\_  
Date

This form is available on the DNRC website:  
<http://dnrc.mt.gov/divisions/caridd/docs/resource-development/final-report-certificates.pdf>.



### STATEMENT OF COMPLETION

Subrecipient: \_\_\_\_\_

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

Grant Number: \_\_\_\_\_

Grant Amount: \_\_\_\_\_

I, \_\_\_\_\_, (Project Engineer) a Registered Professional Engineer in the State of Montana, license number \_\_\_\_\_, do hereby state that the above-named project was completed according to the approved plans and specifications. I further state that the record ("as-built") drawings for this project are a true and accurate representation of the completed construction.

\_\_\_\_\_  
Name

\_\_\_\_\_  
P.E. Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address of Firm

\_\_\_\_\_  
City, State Zip of Firm

Please consult the DNRC Liaison to verify if this form is required for your project.

This form is available on the DNRC website:  
<http://dnrc.mt.gov/divisions/cadd/docs/resource-development/final-report-certificates.pdf>

**Attachment D****ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

OMB Approved No. 1505-  
0271 Expiration Date:  
11/30/2021

**ASSURANCE OF COMPLIANCE WITH TITLE  
VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the Subrecipient's programs, services and activities, so long as any portion of the Subrecipient's program(s) is federally assisted in the manner proscribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and



agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients 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 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or 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 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Subrecipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If the Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Subrecipient is in compliance with the aforementioned nondiscrimination requirements.

Great Falls, City of

5/16/2023 | 3:28:44 PM PDT

Subrecipient

Date

DocuSigned by:

*Bob Kelly*

Signature of Authorized Official

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



DEPARTMENT OF NATURAL RESOURCES  
AND CONSERVATION

Conservation and Resource Development Division



GREG GIANFORTE GOVERNOR

1539 ELEVENTH AVENUE

STATE OF MONTANA

DIRECTOR'S OFFICE: (406) 444-2074  
FAX: (406) 444-2654PO BOX 201601  
HELENA, MONTANA 59620-1601

April 18, 2023

Mayor Bob Kelly  
Great Falls, City of  
P.O. Box 5021  
Great Falls, Montana 59401

Re: Great Falls Wastewater Treatment Plant Improvements

Dear Mayor Kelly :

Please find enclosed American Rescue Plan Act (ARPA) Water & Sewer sub-award through House Bill 632 for the Great Falls Wastewater Treatment Plant Improvements project. These funds are a sub-award of the ARPA funding provided to the State of Montana under Assistance Listing Number (ALN) (formerly known as CFDA) 21.027 and are contingent upon activities within the project meeting ARPA eligibility and all applicable guidance as well as conditional on funding availability from the federal Department of Treasury.

Projects such as yours provide the necessary investments *in water and sewer infrastructure Montanans need as part of our state's economic recovery.*


This award will be subject to the federal 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. The Audit Requirements of the Uniform Guidance, including implementing the Single Audit Act, shall apply to this award. Please see Treasury's guidance [<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>] for more detailed information on reporting and auditing requirements. Please note that cost overruns beyond the award will be the responsibility of the subrecipient.

Please sign the sub-award and return. Following signature from DNRC, we will return an executed copy for your records. If you have any questions, please contact Seth Shteir, Grant Manager at the Department of Natural Resources and Conservation, at 406-444-3275 or [seth.shteir2@mt.gov](mailto:seth.shteir2@mt.gov).

Again, congratulations and good luck on the successful completion of your project.

Sincerely,

Seth Shteir  
ARPA Grant Manager

<i>FOR DNRC USE ONLY</i>			<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p style="text-align: center; margin: 0;"><b>Approved</b></p> <p>No. <u>AM-23-0274</u></p> <p>Division <u><i>[Signature]</i></u></p> <p>F.S.O. <u><i>[Signature]</i></u></p> <p>Legal. <u><i>[Signature]</i></u></p> </div> 
<b>Maximum Amount under this Grant:</b>		<b>\$1,171,401.00</b>	
<b>Source of Funds</b>			
<b>Fund Name</b>	<b>Fund No.</b>		
ARPA State Recovery Sec 602	03920		
<b>ALN#</b>	<b>FAIN #</b>		
21.027	SLFRP1747		
<b>Subclass</b>	<b>Org. No.</b>	<b>Amount</b>	
54042	34233296M	\$1,171,401.00	
<b>Appropriation Authority:</b>			
67th Legislature 2021 HB 632			

**GRANT AGREEMENT BETWEEN THE MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION AND GREAT FALLS, CITY OF**

**THIS SUBAWARD** (also referenced as "Grant Agreement" or "Agreement"), is administered by the Montana Department of Natural Resources and Conservation (DNRC) by the Resource Development Bureau (Program) and is accepted by **Great Falls, City of**, hereinafter referred to as the Subrecipient and represented by Mayor **Bob Kelly**, and successors, **Mayor, P.O. Box 5021, Great Falls, Montana 59401, bkelly@greatfalls.mt.net, 1(406) 870 - 0212**. 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 602, which authorizes the United States Department of Treasury ("Treasury") to make payments to certain subrecipients from the Coronavirus State Fiscal Recovery Fund ("ARPA funds"). House Bill 632 governs the State's appropriation. 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 Water Main Improvements**.

**SECTION 2. TERM.** The effective date of this Agreement is the date of last signing and ends **September 30, 2023**. As set forth in the Treasury's Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Interim Final Rule 86 Fed. Reg. 26786 ("Rule") and associated guidance issued on May 10, 2021, 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 DNRC.

**SECTION 3. DNRC's ROLE.** DNRC is administering funds awarded by the Legislature to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program.



DNRC will monitor project expenditures to assure payment eligibility. DNRC assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete a project. The DNRC liaison for this Agreement is Coleen O'Rourke at 406-594-3184, coleen.orourke@mt.gov, DNRC/CARDD, PO BOX 201601, Helena, MT 59620-1601. All requests for information and assistance, claims for grant funds, and reports shall be submitted to the DNRC 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 **American Rescue Plan Act** Program Application dated **October 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.

**4.1** Plans and specifications for this project shall be prepared by a registered professional engineer licensed to practice in his or her areas of competence in the State of Montana. Plans and specifications shall be submitted to the Montana Department of Environmental Quality (DEQ) for review and approval prior to construction. Construction shall be in strict accordance with DEQ approved plans and specifications.

**4.2** N/A

**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 DNRC 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 602 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 SLFRF program objectives, such as contract support, materials, and supplies for a project. Subrecipient may not use funds to cover indirect administrative costs. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SLFRF 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 as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible. If a project is unable to secure necessary match funding as required by HB 632, DNRC may recoup ARPA funding. This section shall survive termination of this Agreement.

**6.1** A final Montana Environmental Policy Act (MEPA) (§75-1-101 et seq., MCA; 36.2.503 ARM) decision notice must be approved by the DNRC 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 DNRC must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the DNRC'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 DNRC shall terminate this Agreement as required by law. The DNRC shall provide the Subrecipient with the date the State's termination shall take effect. The DNRC 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 DNRC 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 DNRC's termination takes effect. This is the Subrecipient's sole remedy.



The DNRC 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 Subrecipient must submit claims for funds to DNRC. Funds can only be expended for work described in SECTION 4. SCOPE OF WORK. In order to receive payment, the Subrecipient shall submit a project progress report described in SECTION 8. REPORTS, along with 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. DNRC will verify the claims and check them against the reports required in SECTION 8. REPORTS and the budget provided in SECTION 5. PROJECT BUDGET. DNRC 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 DNRC. Total payment for all purposes under this Agreement shall not exceed **\$1,171,400.00**.

7.1 Reimbursement requests for work performed during the term of this Agreement must be submitted to the DNRC liaison within 90 calendar days after the expiration of this Agreement to receive payment.

7.2 DNRC 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 DNRC.

**SECTION 8. REPORTS.** The Subrecipient is responsible for submitting project updates, a final report and a signed Certificate of Compliance to DNRC 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 DNRC 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 periods ending each March, June, September, and December shall be submitted to the DNRC 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 DNRC liaison within 15 calendar days following the close of the quarterly period. No claims for disbursements will be honored if the quarterly 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 C. 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 DNRC 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 DNRC within 90 days after the Agreement termination date.

8.3 N/A

8.4 N/A

8.5 Recipient agrees to comply with any additional reporting obligations established by 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 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The DNRC, the Montana legislative auditor, 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.** DNRC, 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 WORKER'S COMPENSATION.**

The project is for the benefit of the Subrecipient. DNRC is not an owner or general contractor for the project and DNRC 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 State of Montana or DNRC. The Subrecipient, its employees, and contractors are not covered by the Workers' Compensation laws applicable to DNRC 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, AND LIABILITY.** Subrecipient shall protect, defend, indemnify, and save harmless the State of Montana, 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, 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, or subrecipients. The Subrecipient obligations under this Section 13 survive termination or expiration of this Agreement.

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

Subrecipient shall comply with applicable state prevailing wage laws (§§ 18-2-401 to -432, MCA).

**14.3** It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, chapter 1, MCA; 36.2.503 ARM); and provide all required information requested by the DNRC related to any required MEPA decision.

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

Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(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-Reporting-Guidance.pdf>.

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 Governmentwide 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. Governmentwide 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. §§



- 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.
- a. 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. §§ 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. § 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. §§ 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. § 4151 et seq.);
  - vii. the Uniform Federal Accessibility Standards (UFAS), 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;
  - ix. the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 CFR § 10.4);
  - x. the Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
  - xi. 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 State of Montana will have a royalty-free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for state 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 SLFRP1747 awarded to 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 602 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 a subsequent tranche of 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 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(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 United States 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 United States 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 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. DNRC 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 or orders from DNRC, DNRC 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 DNRC all unexpended 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 DNRC Conservation and Resource Development Division.

**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 any Subrecipient breach/default specified in another section of this Agreement.

**26.3** Upon the occurrence of a breach, the DNRC 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 DNRC determines that a public safety issue or an immediate public crisis exists, the DNRC 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 DNRC, 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 DNRC may 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. 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 First Judicial District, Lewis and Clark County, Montana. Each party will bear their own costs and attorney's fees.

**SECTION 29. WAIVER.** A waiver of any particular provision of this Agreement by the DNRC shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the DNRC 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, City of**, hereby accepts this grant (**AM-23-0274**) 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 Department of Natural Resources and Conservation.

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.

**Recipient:**

DocuSigned by:  
*Bob Kelly*  
By: 25C3E93461A840A  
Subrecipient Signature

Bob Kelly Mayor  
Subrecipient Print Name and Title

For: Great Falls, City of  
Entity Name

81-600-1269 MD9MA1227F25  
Entity Tax ID # Unique Entity Identifier # (UEI)

6/27/2023 | 1:59:13 PM PDT  
Date

**Department of Natural Resources and Conservation:**

By: \_\_\_\_\_  
DNRC Signature

\_\_\_\_\_  
Print Name and Title

For: The Montana Department of Natural Resources and Conservation

\_\_\_\_\_  
Date

## **Attachment A - Scope of Work Great Falls Water Main Improvements**

### **Background**

The City of Great Falls (City) has identified several areas of concern among the water mains making up the Great Falls Drinking Water System. Some of the mains identified were installed over 100 years ago and were approaching obsolescence. This project seeks to prevent the negative impact of water main breaks and ensure that pressure and flow will be maintained in a system taxed by recent population growth.

### **Scope of Work**

The City of Great Falls identified four water main projects as priorities to improve the Drinking Water System: the Southwest Side; the Lower North Side; the South Side; and a 20-inch main in the Fox Farms neighborhood. ARPA Water and Sewer Infrastructure Grant funds will be used to reimburse the City for eligible funds relating to grant management and construction.

Construction-related activities include:

- Install 15,500 feet of new water main.

All designs and installations will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies.

### **Schedule**

- Project Design Phase completed February 2022.
- Project Bidding Phase completed March 2022.
- Project Construction Phase completed July 2022.



**Attachment B – Budget  
Great Falls Water Main Improvements**

<b>Task</b>	<b>ARPA DNRC Funds</b>	<b>Match Funds</b>	<b>Total</b>
<b>Administration</b>			
Grant Administration	\$165,132	\$165,132	\$330,264
<b>Construction</b>			
Construction	\$1,006,269	\$1,006,269	\$2,342,802
<b>Total</b>	<b>\$1,171,401</b>	<b>\$1,171,401</b>	<b>\$2,673,066</b>

<b>Summary of Match Funding</b>	
<b>Funding Source</b>	<b>Amount</b>
Local Contribution	\$1,171,401
<b>Total</b>	<b>\$1,171,401</b>

## **Attachment C Reporting and Reimbursement Requirements**

### **Progress Reports**

The Subrecipient will provide progress reports to DNRC during the term of this Agreement. Reports will provide status information for each project implementation task and identify the reporting period. Status information will include, at a minimum:

- Project activities during the reporting period;
- Costs incurred;
- Funds remaining;
- Anticipated activities during the next reporting period, and
- Expected changes in scope, schedule or budget.

The Subrecipient shall report on total project costs including those funded by the Subrecipient and other matching funds. Significant problems encountered shall be noted and necessary scope and time-line modifications requested.

The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. DNRC will not honor claims for reimbursement if DNRC has not approved the progress report or if there is a delinquent report. Reimbursement requests must:

- Include a State of Montana vendor invoice signed by an authorized agent.
- Be billed by the tasks identified in the project scope of work and budget.
- Be supported by backup documentation of contractor invoices, receipts, cancelled checks, or other documentation of costs.

Subrecipient invoices need to relate clearly to the scope of work and budget in this Agreement.

Projects with multiple funding sources need to submit a uniform status of funds spreadsheet (provided by DNRC) or other means of tracking and documenting match and the project budget.

### **Final Report**

The Subrecipient must submit one hard copy and one electronic copy (pdf) of the final report that meets the requirements of this Attachment C to DNRC upon project completion. Final disbursement of funds is contingent upon DNRC receipt and approval of a final report that meets these requirements. Final reports must be submitted to DNRC within 90 days of the Agreement termination date.

Final reports must include a signed Certificate of Compliance (included in this attachment) to DNRC upon project completion.

Projects that included construction must also submit a signed Engineer's Statement of Completion. DNRC may also request as-built drawings for construction projects, IF APPLICABLE TO PROJECT.

Photos or news articles (scanned or digital links) are strongly encouraged with Reports.

The Subrecipient is not required to use the suggested format in this Attachment but must include the information listed below. At a minimum, the final report must describe the purpose and location of the project, project tasks, changes to the scope, schedule or budget, how the project met stated goals and objectives, how the project benefited resources, and the current project status. Final reports will be made available to the public on the DNRC website.



## Final Report Requirements

1. **Title Page:**
  - A. Subrecipient's name, address, and telephone numbers.
  - B. DNRC Grant Agreement Number
  - B. Name, address, and telephone of other contacts if primary contacts are not available.
  - C. Funding: total project cost and amount of agreement
  - D. State where copies of the report may be obtained (Subrecipient contact person name, address, phone number. An email address or website is acceptable).
  - E. A list of supporting documents (for example, construction completion reports or other project deliverables, if applicable)
  
2. **Introduction:** Describe the project history, location and purpose. Provide a project location map.
  
3. **Discussion and Results:**
  - A. Describe how project goals and tasks identified in the Agreement were completed:
    - Describe the planning process (for example: discuss project design, independent review, coordination with agencies, permits required and other activities).
    - Describe how each task listed in the scope of work was accomplished. Provide details on each task (for example: if trees were planted as an erosion control measure, state how many, the tree species, the age or size of the trees, and location of the plantings).
    - List the goals and/or objectives of the project as stated in the scope of work and briefly describe how they were met by the activities described in the tasks above. Discuss any differences between project goals and objectives and actual project results.
    - Provide an explanation for tasks that were not completed or any out-of-scope work.
    - Include a project map, data, and/or photos that document the project.
  - B. Summarize any problems encountered and solutions adopted. What would you do differently?
  
4. **Natural Resource and Public Benefits:**  
Describe the project's overall benefits. What are the anticipated and realized benefits to resources and to the local and regional area of the completed project? Were these benefits realized? If not, explain why.
  
5. **Grant Agreement Administration & Project Costs:**
  - A. Work schedule: Compare the time allotted for project completion with actual schedule. Identify delays and discuss the reasons for delays.
  - B. Budget: Include a table that summarizes how the monies were spent by budget category or task as described in Attachment B and funding source (i.e. DNRC, Sponsor, other State or federal agencies). Explain cost overruns or savings. Discuss unbudgeted expenses that arose over the course of the project.
  - C. Match Funds: Identify all funds from other sources or in-kind services that were used to fund the project. If not all matching funds were spent provide a justification.
  
6. **Project Completion and Certification**
  - A. Subrecipient's Certificate of Compliance (must be signed for all projects).
  - B. As Built Drawings, if requested by the DNRC (construction projects only).
  - C. Engineer's Statement of Final Completion (if applicable).
  - D. Photos or news articles (scanned or digital links) are strongly encouraged with Final Reports.
  
7. **Final Report submitted electronically (PDF)**

### FINAL REPORT CERTIFICATE OF COMPLIANCE

Subrecipient: \_\_\_\_\_

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

Grant Number: \_\_\_\_\_

Grant Amount: \_\_\_\_\_

I, the undersigned, being duly qualified, respectfully, of the \_\_\_\_\_ (Subrecipient Name), in \_\_\_\_\_ County, State of Montana, do hereby certify that the above-named project is in full compliance with all of the covenants and conditions set forth in the Agreement identified above between the \_\_\_\_\_ (Subrecipient Name) and the State of Montana, Department of Natural Resources and Conservation. I understand that any money remaining after the final payment will be returned to the appropriate accounts at DNRC.

\_\_\_\_\_  
Authorized Subrecipient Signature

\_\_\_\_\_  
Date

This form is available on the DNRC website:  
<http://dnrc.mt.gov/divisions/cardd/docs/resource-development/final-report-certificates.pdf>.



### STATEMENT OF COMPLETION

Subrecipient: \_\_\_\_\_

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

Grant Number: \_\_\_\_\_

Grant Amount: \_\_\_\_\_

I, \_\_\_\_\_, (Project Engineer) a Registered Professional Engineer in the State of Montana, license number \_\_\_\_\_, do hereby state that the above-named project was completed according to the approved plans and specifications. I further state that the record ("as-built") drawings for this project are a true and accurate representation of the completed construction.

\_\_\_\_\_  
Name

\_\_\_\_\_  
P.E. Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address of Firm

\_\_\_\_\_  
City, State Zip of Firm

Please consult the DNRC Liaison to verify if this form is required for your project.

This form is available on the DNRC website:  
<http://dnrc.mt.gov/divisions/cardd/docs/resource-development/final-report-certificates.pdf>.

**Attachment D****ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

OMB Approved No. 1505-  
0271 Expiration Date:  
11/30/2021

**ASSURANCE OF COMPLIANCE WITH TITLE  
VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the Subrecipient's programs, services and activities, so long as any portion of the Subrecipient's program(s) is federally assisted in the manner proscribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and



agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients 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 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or 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 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Subrecipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If the Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Subrecipient is in compliance with the aforementioned nondiscrimination requirements.

Great Falls, City of

6/27/2023 | 1:59:13 PM PDT

Subrecipient

Date

DocuSigned by:

*Bob Kelly*

Signature of Authorized Official

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



DEPARTMENT OF NATURAL RESOURCES  
AND CONSERVATION

Conservation and Resource Development Division



GREGGIANFORTE GOVERNOR

1539 ELEVENTH AVENUE

STATE OF MONTANA

DIRECTOR'S OFFICE: (406) 444-2074  
FAX: (406) 444-2684PO BOX 201601  
HELENA, MONTANA 59620-1601

June 13, 2023

Mayor Bob Kelly  
Great Falls, City of  
P.O. Box 5021  
Great Falls, Montana 59401

Re: Great Falls Water Main Improvements

Dear Mayor Bob Kelly:

Please find enclosed American Rescue Plan Act (ARPA) Water & Sewer sub-award through House Bill 632 for the Great Falls Water Main Improvements project. These funds are a sub-award of the ARPA funding provided to the State of Montana under Assistance Listing Number (ALN) (formerly known as CFDA) 21.027 and are contingent upon activities within the project meeting ARPA eligibility and all applicable guidance as well as conditional on funding availability from the federal Department of Treasury.

Projects such as yours provide the necessary investments in water and sewer infrastructure Montanans need as part of our state's economic recovery.


This award will be subject to the federal 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. The Audit Requirements of the Uniform Guidance, including implementing the Single Audit Act, shall apply to this award. Please see Treasury's guidance [<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>] for more detailed information on reporting and auditing requirements. Please note that cost overruns beyond the award will be the responsibility of the subrecipient.

Please sign the sub-award and return. Following signature from DNRC, we will return an executed copy for your records. If you have any questions, please contact Coleen O'Rourke, Grant Manager at the Department of Natural Resources and Conservation, at at 406-594-3184 or [coleen.orourke@mt.gov](mailto:coleen.orourke@mt.gov).

Again, congratulations and good luck on the successful completion of your project.

Sincerely,

Coleen O'Rourke  
ARPA Grant Manager

<i>FOR DNRC USE ONLY</i>			<b>Approved</b>	
<b>Maximum Amount under this Grant:</b>		<b>\$277,576.00</b>		
<b>Source of Funds</b>				
<b>Fund Name</b>			<b>No.</b>	<u>AM-23-0269</u>
<b>ARPA State Recovery Sec 602</b>			<b>Division</b>	<u>[Signature]</u>
	<b>Fund No.</b>		<b>F.S.O.</b>	<u>[Signature]</u>
	<b>03920</b>		<b>Legal.</b>	<u>[Signature]</u>
<b>ALN#</b>				
<b>21.027</b>				
	<b>FAIN #</b>			
	<b>SLFRP1747</b>			
<b>Subclass</b>	<b>Org. No.</b>	<b>Amount</b>		
<b>54042</b>	<b>34233290M</b>	<b>\$277,576.00</b>		
<b>Appropriation Authority: 67th Legislature 2021 HB 632</b>				

**GRANT AGREEMENT BETWEEN THE MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION AND GREAT FALLS, CITY OF**

**THIS SUBAWARD** (also referenced as "Grant Agreement" or "Agreement"), is administered by the Montana Department of Natural Resources and Conservation (DNRC) by the Resource Development Bureau (Program) and is accepted by **Great Falls, City of**, hereinafter referred to as the Subrecipient and represented by Mayor **Bob Kelly**, and successors, P.O. Box 5021, Great Falls, Montana 59401, [bkelly@greatfalls.mt.net](mailto:bkelly@greatfalls.mt.net), 1(406) 870 - 0212. 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 602, which authorizes the United States Department of Treasury ("Treasury") to make payments to certain subrecipients from the Coronavirus State Fiscal Recovery Fund ("ARPA funds"). House Bill 632 governs the State's appropriation. 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 Water Treatment Plant Improvements**.

**SECTION 2. TERM.** The effective date of this Agreement is the date of last signing and ends **September 30, 2024**. As set forth in the Treasury's Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Interim Final Rule 86 Fed. Reg. 26786 ("Rule") and associated guidance issued on May 10, 2021, 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 DNRC.

**SECTION 3. DNRC's ROLE.** DNRC is administering funds awarded by the Legislature to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. DNRC will monitor project expenditures to assure payment eligibility. DNRC assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete a project. The DNRC liaison for this Agreement is Seth Shteir at 406-444-3275, seth.shteir2@mt.gov, DNRC/CARDD, PO BOX 201601, Helena, MT 59620-1601. All requests for information and assistance, claims for grant funds, and reports shall be submitted to the DNRC 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 Program Application dated **October 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.

4.1 Plans and specifications for this project shall be prepared by a registered professional engineer licensed to practice in his or her areas of competence in the State of Montana. Plans and specifications shall be submitted to the Montana Department of Environmental Quality (DEQ) for review and approval prior to construction. Construction shall be in strict accordance with DEQ approved plans and specifications.

4.2 N/A

**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 DNRC 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 602 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 SLFRF program objectives, such as contract support, materials, and supplies for a project. Subrecipient may not use funds to cover indirect administrative costs. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SLFRF 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 as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible. If a project is unable to secure necessary match funding as required by HB 632, DNRC may recoup ARPA funding. This section shall survive termination of this Agreement.

6.1 A final Montana Environmental Policy Act (MEPA) (§75-1-101 et seq., MCA; 36.2.503 ARM) decision notice must be approved by the DNRC 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 DNRC must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the DNRC'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 DNRC shall



terminate this Agreement as required by law. The DNRC shall provide the Subrecipient with the date the State's termination shall take effect. The DNRC 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 DNRC 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 DNRC's termination takes effect. This is the Subrecipient's sole remedy. The DNRC 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 Subrecipient must submit claims for funds to DNRC. Funds can only be expended for work described in SECTION 4. SCOPE OF WORK. In order to receive payment, the Subrecipient shall submit a project progress report described in SECTION 8. REPORTS, along with 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. DNRC will verify the claims and check them against the reports required in SECTION 8. REPORTS and the budget provided in SECTION 5. PROJECT BUDGET. DNRC 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 DNRC. Total payment for all purposes under this Agreement shall not exceed **\$277,576.00**.

**7.1** Reimbursement requests for work performed during the term of this Agreement must be submitted to the DNRC liaison within 90 calendar days after the expiration of this Agreement to receive payment.

**7.2** DNRC 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 DNRC.

**SECTION 8. REPORTS.** The Subrecipient is responsible for submitting project updates, a final report and a signed Certificate of Compliance to DNRC 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 DNRC 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 periods ending each March, June, September, and December shall be submitted to the DNRC 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 DNRC liaison within 15 calendar days following the close of the quarterly period. No claims for disbursements will be honored if the quarterly 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 C. 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 DNRC 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 DNRC within 90 days after the Agreement termination date.

**8.3** N/A

**8.4** N/A

**8.5** Recipient agrees to comply with any additional reporting obligations established by 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 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The DNRC, the Montana legislative auditor, 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.** DNRC, 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 WORKER'S COMPENSATION.**

The project is for the benefit of the Subrecipient. DNRC is not an owner or general contractor for the project and DNRC 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 State of Montana or DNRC. The Subrecipient, its employees, and contractors are not covered by the Workers' Compensation laws applicable to DNRC 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, AND LIABILITY.** Subrecipient shall protect, defend, indemnify, and save harmless the State of Montana, 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, 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, or subrecipients. The Subrecipient obligations under this Section 13 survive termination or expiration of this Agreement.

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

Subrecipient shall comply with applicable state prevailing wage laws (§§ 18-2-401 to -432, MCA)

**14.3** It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, chapter 1, MCA; 36.2.503 ARM); and provide all required information requested by the DNRC related to any required MEPA decision.

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

Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(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-Reporting-Guidance.pdf>.

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 Governmentwide 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. Governmentwide 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. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- a. 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. §§ 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. § 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. §§ 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. § 4151 et seq.);
  - vii. the Uniform Federal Accessibility Standards (UFAS), 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;
  - ix. the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 CFR § 10.4);
  - x. the Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
  - xi. 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 State of Montana will have a royalty-free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for state 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 SLFRP1747 awarded to 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 602 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 a subsequent tranche of 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 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(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 United States 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 United States 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 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. DNRC 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 or orders from DNRC, DNRC 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 DNRC 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 DNRC Conservation and Resource Development Division.

**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 any Subrecipient breach/default specified in another section of this Agreement.



**26.3** Upon the occurrence of a breach, the DNRC 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 DNRC determines that a public safety issue or an immediate public crisis exists, the DNRC 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 DNRC, 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 DNRC may 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. 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 First Judicial District, Lewis and Clark County, Montana. Each party will bear their own costs and attorney's fees.

**SECTION 29. WAIVER.** A waiver of any particular provision of this Agreement by the DNRC shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the DNRC 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, City of**, hereby accepts this grant (AM-23-0269) 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 Department of Natural Resources and Conservation.

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.

**Recipient:**

DocuSigned by:  
By: Bob Kelly  
2608E89161A846A  
Subrecipient Signature

Bob Kelly Mayor  
Subrecipient Print Name and Title

For: Great Falls, City of  
Entity Name

81-600-1269  
Entity Tax ID #

MD9MA1227F25  
Unique Entity Identifier # (UEI)

4/27/2023 | 1:21:26 PM PDT  
Date

**Department of Natural Resources and Conservation:**

By: \_\_\_\_\_  
DNRC Signature

\_\_\_\_\_  
Print Name and Title

For: The Montana Department of Natural Resources and Conservation

\_\_\_\_\_  
Date

**Attachment A - Scope of Work  
Great Falls Water Treatment Plant Improvements**

**Background**

The Great Falls Water Treatment Plant (WTP) is a conventional surface water treatment facility, originally constructed in 1916 with expansions in 1932, 1952, and 1959. Various projects have been completed to address regulations and technology advancements. The following projects have been identified as necessary expenses related to the safe and efficient functionality of the WTP. Each of these programs is compliant with Clean Water Act requirements.

**Scope of Work:**

ARPA Water and Sewer Infrastructure Grant funds will be used for reimbursing eligible expenses for grant Montana state tax and construction. Construction related activities include the following:

- **Filtration Improvements Phase 2 ("Filtration Improvements")**
  - Install 10 dual media filters
  - Install 150 feet filter-to-waste piping
  - Install 1 blower
  - Install 200 feet of air piping laterals
  - Install 10 new control panels
  - Install Supervisory Control and Data Acquisition (SCADA) system
  - Install 6,300 sq. ft. of filter underdrain
  
- **Solid Residuals Management and Traveling Screen ("Solid Residuals")**
  - Remove and replace the 1931 traveling screen
  - Remove sediment buildup
  - Evaluate raw water intake flume, piping, and isolation valves and make recommendations for operation and maintenance improvements
  - Construct new solids processing building and screw press solids removal system
  
- **Stairs Improvements**
  - Construct handrails and ant-slip & open grated treads
  - Refurbish stairs to provide traction and drain water and ice away from the walking surface
  
- **24 Inch Pipe Repair**
  - Expose pipe and check joints
  - Replace fire hydrant
  - Backfill excavation

<b>Project Engineering Phase</b>	<b>Project Bidding Phase</b>	<b>Project Construction Phase</b>
Completed September 2022	Completed February 2022	Estimated Completion November 2023



**Attachment B – Budget  
Great Falls Water Treatment Plant Improvements**

<b>Task</b>	<b>ARPA Funds</b>	<b>Match Funds</b>	<b>Total</b>
<b>Administration</b>			
Grant Management		\$25,205	\$25,205
Montana State Tax	\$100	\$100	\$200
<b>Construction</b>	<b>\$277,476</b>	<b>\$277,476</b>	<b>\$554,952</b>
<b>Total</b>	<b>\$277,576</b>	<b>\$302,781</b>	<b>\$580,357</b>

<b>Summary of Match Funding</b>	
<b>Funding Source</b>	<b>Amount</b>
Local Contribution	\$ 302,781
<b>Total</b>	<b>\$302,781</b>

## **Attachment C Reporting and Reimbursement Requirements**

### **Progress Reports**

The Subrecipient will provide progress reports to DNRC during the term of this Agreement. Reports will provide status information for each project implementation task and identify the reporting period. Status information will include, at a minimum:

- Project activities during the reporting period;
- Costs incurred;
- Funds remaining;
- Anticipated activities during the next reporting period, and
- Expected changes in scope, schedule or budget.

The Subrecipient shall report on total project costs including those funded by the Subrecipient and other matching funds. Significant problems encountered shall be noted and necessary scope and time-line modifications requested.

The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. DNRC will not honor claims for reimbursement if DNRC has not approved the progress report or if there is a delinquent report. Reimbursement requests must:

- Include a State of Montana vendor invoice signed by an authorized agent.
- Be billed by the tasks identified in the project scope of work and budget.
- Be supported by backup documentation of contractor invoices, receipts, cancelled checks, or other documentation of costs.

Subrecipient invoices need to relate clearly to the scope of work and budget in this Agreement.

Projects with multiple funding sources need to submit a uniform status of funds spreadsheet (provided by DNRC) or other means of tracking and documenting match and the project budget.

### **Final Report**

The Subrecipient must submit one hard copy and one electronic copy (pdf) of the final report that meets the requirements of this Attachment C to DNRC upon project completion. Final disbursement of funds is contingent upon DNRC receipt and approval of a final report that meets these requirements. Final reports must be submitted to DNRC within 90 days of the Agreement termination date.

Final reports must include a signed Certificate of Compliance (included in this attachment) to DNRC upon project completion.

Projects that included construction must also submit a signed Engineer's Statement of Completion. DNRC may also request as-built drawings for construction projects, IF APPLICABLE TO PROJECT.

Photos or news articles (scanned or digital links) are strongly encouraged with Reports.

The Subrecipient is not required to use the suggested format in this Attachment but must include the information listed below. At a minimum, the final report must describe the purpose and location of the project, project tasks, changes to the scope, schedule or budget, how the project met stated goals and objectives, how the project benefited resources, and the current project status. Final reports will be made available to the public on the DNRC website.



## Final Report Requirements

- 1. Title Page:**
  - A. Subrecipient's name, address, and telephone numbers.
  - B. DNRC Grant Agreement Number
  - B. Name, address, and telephone of other contacts if primary contacts are not available.
  - C. Funding: total project cost and amount of agreement
  - D. State where copies of the report may be obtained (Subrecipient contact person name, address, phone number. An email address or website is acceptable).
  - E. A list of supporting documents (for example, construction completion reports or other project deliverables, if applicable)
- 2. Introduction:** Describe the project history, location and purpose. Provide a project location map.
- 3. Discussion and Results:**
  - A. Describe how project goals and tasks identified in the Agreement were completed:
    - Describe the planning process (for example: discuss project design, independent review, coordination with agencies, permits required and other activities).
    - Describe how each task listed in the scope of work was accomplished. Provide details on each task (for example: if trees were planted as an erosion control measure, state how many, the tree species, the age or size of the trees, and location of the plantings).
    - List the goals and/or objectives of the project as stated in the scope of work and briefly describe how they were met by the activities described in the tasks above. Discuss any differences between project goals and objectives and actual project results.
    - Provide an explanation for tasks that were not completed or any out-of-scope work.
    - Include a project map, data, and/or photos that document the project.
  - B. Summarize any problems encountered and solutions adopted. What would you do differently?
- 4. Natural Resource and Public Benefits:**

Describe the project's overall benefits. What are the anticipated and realized benefits to resources and to the local and regional area of the completed project? Were these benefits realized? If not, explain why.
- 5. Grant Agreement Administration & Project Costs:**
  - A. Work schedule: Compare the time allotted for project completion with actual schedule. Identify delays and discuss the reasons for delays.
  - B. Budget: Include a table that summarizes how the monies were spent by budget category or task as described in Attachment B and funding source (i.e. DNRC, Sponsor, other State or federal agencies). Explain cost overruns or savings. Discuss unbudgeted expenses that arose over the course of the project.
  - C. Match Funds: Identify all funds from other sources or in-kind services that were used to fund the project. If not all matching funds were spent provide a justification.
- 6. Project Completion and Certification**
  - A. Subrecipient's Certificate of Compliance (must be signed for all projects).
  - B. As Built Drawings, if requested by the DNRC (construction projects only).
  - C. Engineer's Statement of Final Completion (if applicable).
  - D. Photos or news articles (scanned or digital links) are strongly encouraged with Final Reports.
- 7. Final Report submitted electronically (PDF)**



**FINAL REPORT  
CERTIFICATE OF COMPLIANCE**

Subrecipient: \_\_\_\_\_

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

Grant Number: \_\_\_\_\_

Grant Amount: \_\_\_\_\_

I, the undersigned, being duly qualified, respectfully, of the \_\_\_\_\_ (Subrecipient Name), in \_\_\_\_\_ County, State of Montana, do hereby certify that the above-named project is in full compliance with all of the covenants and conditions set forth in the Agreement identified above between the \_\_\_\_\_ (Subrecipient Name) and the State of Montana, Department of Natural Resources and Conservation. I understand that any money remaining after the final payment will be returned to the appropriate accounts at DNRC.

\_\_\_\_\_  
Authorized Subrecipient Signature

\_\_\_\_\_  
Date

This form is available on the DNRC website:  
<http://dnrc.mt.gov/divisions/cardd/docs/resource-development/final-report-certificates.pdf>.

### STATEMENT OF COMPLETION

Subrecipient: \_\_\_\_\_

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

Grant Number: \_\_\_\_\_

Grant Amount: \_\_\_\_\_

I, \_\_\_\_\_, (Project Engineer) a Registered Professional Engineer in the State of Montana, license number \_\_\_\_\_, do hereby state that the above-named project was completed according to the approved plans and specifications. I further state that the record ("as-built") drawings for this project are a true and accurate representation of the completed construction.

\_\_\_\_\_  
Name

\_\_\_\_\_  
P.E. Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address of Firm

\_\_\_\_\_  
City, State Zip of Firm

Please consult the DNRC Liaison to verify if this form is required for your project.

This form is available on the DNRC website:  
<http://dnrc.mt.gov/divisions/cadd/docs/resource-development/final-report-certificates.pdf>

**Attachment D****ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

OMB Approved No. 1505-  
0271 Expiration Date:  
11/30/2021

**ASSURANCE OF COMPLIANCE WITH TITLE  
VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the Subrecipient's programs, services and activities, so long as any portion of the Subrecipient's program(s) is federally assisted in the manner proscribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and



agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients 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 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or 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 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Subrecipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If the Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Subrecipient is in compliance with the aforementioned nondiscrimination requirements.

Great Falls, City of

4/27/2023 | 1:21:26 PM PDT

Subrecipient

Date

DocuSigned by:

*Bob Kelly*

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



DEPARTMENT OF NATURAL RESOURCES  
AND CONSERVATION

Conservation and Resource Development Division



GREG GIANFORTE, GOVERNOR

1539 ELEVENTH AVENUE

STATE OF MONTANA

DIRECTOR'S OFFICE: (406) 444-2074  
FAX: (406) 444-2684PO BOX 201601  
HELENA, MONTANA 59620-1601

April 17, 2023

Mayor Bob Kelly  
Great Falls, City of  
P.O. Box 5021  
Great Falls, Montana 59401

Re: Great Falls Water Treatment Plant Improvements

Dear Mayor Kelly :

Please find enclosed American Rescue Plan Act (ARPA) Water & Sewer sub-award through House Bill 632 for the Great Falls Water Treatment Plant Improvements project. These funds are a sub-award of the ARPA funding provided to the State of Montana under Assistance Listing Number (ALN) (formerly known as CFDA) 21.027 and are contingent upon activities within the project meeting ARPA eligibility and all applicable guidance as well as conditional on funding availability from the federal Department of Treasury.

Projects such as yours provide the necessary investments *in water and sewer infrastructure Montanans need as part of our state's economic recovery.*

This award will be subject to the federal 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. The Audit Requirements of the Uniform Guidance, including implementing the Single Audit Act, shall apply to this award. Please see Treasury's guidance [<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>] for more detailed information on reporting and auditing requirements. Please note that cost overruns beyond the award will be the responsibility of the subrecipient.

Please sign the sub-award and return. Following signature from DNRC, we will return an executed copy for your records. If you have any questions, please contact Seth Shteir, Grant Manager at the Department of Natural Resources and Conservation, at 406-444-3275 or [seth.shteir2@mt.gov](mailto:seth.shteir2@mt.gov).

Again, congratulations and good luck on the successful completion of your project.

Sincerely,

Seth Shteir  
ARPA Grant Manager