



**City Commission Meeting Agenda**  
**2 Park Drive South, Great Falls, MT**  
**Commission Chambers, Civic Center**  
**August 06, 2024**  
**7:00 PM**

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

Public participation is welcome in the following ways:

- Attend in person.
- Provide public comments in writing by 12:00 PM the day of the meeting: Mail to City Clerk, PO Box 5021, Great Falls, MT 59403, or via email to: [commission@greatfallsmt.net](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.

**Meeting Decorum Statement**

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

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL / STAFF INTRODUCTIONS**

**AGENDA APPROVAL**

**CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS**

**PROCLAMATIONS**

National Health Center Week [August 4-10, 2024]

## **MILITARY UPDATES**

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

## **PETITIONS AND COMMUNICATIONS**

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

2. Miscellaneous reports and announcements.

## **NEIGHBORHOOD COUNCILS**

3. Miscellaneous reports and announcements from Neighborhood Councils.

## **BOARDS AND COMMISSIONS**

4. Miscellaneous reports and announcements from Boards and Commissions.
5. Reappointments/Appointment to the Business Improvement District Board of Trustees.

## **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 16, 2024, City Commission Meeting.
8. Total Expenditures of \$5,908,576 for the period of July 4, 2024 through July 17, 2024, to include claims over \$25,000, in the amount of \$5,310,332.
9. Contracts List.
10. Approve the 2024-2025 School Resource Officer Agreement between the City of Great Falls and the Great Falls Public School District.
11. Approve the annual purchase of water meter equipment for the 2025 Fiscal Year from Ferguson Enterprises, Inc. in an amount not to exceed \$550,000.
12. Approve the Construction Agreement with International Foam Pros to resurface the Flowrider at Electric City Water Park in the amount of \$128,900.00 authorize the City Manager to execute the agreement documents.
13. Reject all bids received for the Missouri River North Bank Stabilization, Phase 2 project due to budget shortfalls, and ask staff to modify the project size and re-advertise the project.
14. Approve Change Order No. 2 in the amount of \$130,577 for the Central Ave/3rd Street Drainage Improvements Phase 1 Project and increase the total contract amount from \$1,499,146 to \$1,629,723.
15. Approve the Professional Services Agreement Amendment No. 1 in the amount of \$24,735 to Great West Engineering Inc., for the Central Ave / 3rd Street Drainage Improvements Phase 2 Project and authorize the City Manager to execute the agreement documents.

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

## **PUBLIC HEARINGS**

16. Request from the Estate of Sharon C. Wilson for annexation and zoning classification for Property addressed as 423 Riverview Court. (Presented by Brock Cherry)
- I. Resolution 10550, Annexing Lot 12-A, Block 13 of the Country Club Addition. *Action: Conduct a joint public hearing and adopt or deny Res. 10550 and approve or deny the Annexation Agreement.*
  - II. Ordinance 3269, Establishing the City zoning classification of R-2 Single-family Medium Density for Lot 12-A, Block 13 of the Country Club Addition. *Action: Adopt or deny Ord. 3269.*
17. Resolution 10561: Request from the City of Great Falls to use up to \$400,000 in Downtown Urban Renewal District Tax Increment Financing funds to contribute to the Mansfield Theater Ceiling Repair, Theater Seat Replacement, and Civic Center Elevator repair projects. *Action: Conduct a public hearing and adopt or deny Res. 10561. (Presented by Brock Cherry)*
18. CDBG and HOME Program 2024 Annual Action Plan. *Action: Conduct a public hearing and approve or not approve the Annual Action plan. (Presented by Tom Hazen)*

## **OLD BUSINESS**

19. Sale of City-Owned Property to Pasta Montana LLC. *Action: Approve or deny the sale of City-owned property to Pasta Montana LLC, for the purchase price of \$375,000, and authorize or not authorize the City Manager to take all actions and execute all documents necessary to effectuate the sale. (Presented by Steve Herrig)*

## **NEW BUSINESS**

## **ORDINANCES / RESOLUTIONS**

## **CITY COMMISSION**

- 20. Miscellaneous reports and announcements from the City Commission.
- 21. Commission Initiatives.

## **ADJOURNMENT**

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

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

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



Commission Meeting Date: August 6, 2024

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Reappointments/Appointment to the Business Improvement District Board of Trustees

**From:** City Manager's Office

**Initiated By:** City Commission

**Presented By:** City Commission

**Action Requested:** Reappoint two members and appoint one member to the Business Improvement District Board of Trustees to four-year term through June 30, 2028.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (reappoint/not reappoint) Sherrie Arey and Erica Ferrin and (appoint/not appoint) Caralina Carlson to the Business Improvement District Board of Trustees to four-year terms through June 30, 2028.”

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

**Summary and BID Board Recommendation:**

Max Grebe was appointed to the Business Improvement District (BID) Board in August of 2016 and served two full terms ending on June 30, 2024. Sherrie Arey was appointed in July of 2020 for her first four-year term and Erica Ferrin, who represents the Pennington Property owned by Matthew Robb at 427 Central Avenue, was appointed to the Board in March 2024 to fill a partial term through June 30, 2024. Both Ms. Arey and Ms. Ferrin are interested and eligible to serve an additional term.

The City advertised for the vacancy to solicit citizen interest through the City's website and the local media. Applications were received from Caralina Carlson and Garry Hackett. The BID Board met on July 11, 2024 and made a recommendation to the City Commission to reappoint Ms. Arey and Ms. Ferrin for additional four-year terms and appoint Ms. Carlson to her first four-year term.

**Background:**

The Business Improvement District Board of Trustees consists of seven members appointed by the City Commission. Members must be owners of property within the District or their assignees (§ 7-12-1121, MCA). The BID oversees the functions, operations, management and administration as necessary to carry out the purposes and objectives of the Business Improvement District.

During past meetings the Board discussed the need for Board members with the following backgrounds:

- Developer/construction experience
- Finance experience
- Social media/marketing experience

Members of this board are:

Keith Cron	7/5/2023 – 6/30/2027
Jason Kunz	7/1/2019 – 6/30/2027
Neal DuBois	7/21/2020 – 6/30/2027
Alison Fried	2/7/2017 – 6/30/2025
Sherrie Arey	7/7/2020 – 6/30/2024
Max Grebe	8/16/2016 – 6/30/2024
Erica Ferrin	12/8/2021 – 6/30/2024

Citizens interested in the Board:

Caralina Carlson  
Garry Hackett

**Alternatives:** The City Commission could choose to not reappoint or appoint during this meeting and schedule interviews or request staff to continue advertising for the positions.

**Attachments:**

Applications from Caralina Carlson, Garry Hackett, Sherrie Arey and Erica Ferrin



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

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

Board/Commission Applying For: <b>BID</b>		Date of Application: <b>1/17/24</b>	
Name: <b>ERICA FERRIN</b>			
Home Address: <b>US18 40th St SW</b>		Email address: <b>gracelandco.mt@gmail.com</b>	
Home Phone: _____	Work Phone: _____	Cell Phone: <b>406 868 8578</b>	
Occupation: <b>owner/operator GRAE + CO.</b>		Employer: <b>self</b>	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)			
Related experiences or background: _____			
Educational Background: <b>high school, trade school (cosmetology)</b>			
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>			
Previous and current service activities: <ul style="list-style-type: none"> <li>• volunteer with Great Falls ski &amp; board club / highway clean up</li> <li>• Downtown Chicks</li> <li>• help w/ many downtown events &amp; clean up w/ DGFA</li> </ul>			
Previous and current public experience (elective or appointive): _____			
Membership in other community organizations: <ul style="list-style-type: none"> <li>* DGFA</li> <li>* ski &amp; board club</li> <li>* Downtown Chicks</li> </ul>			

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

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

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

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

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

Please describe your interest in serving on this board/commission?  
I would like to be more involved in our community as a business owner & operator, and become more knowledgeable about whats going on

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?  
I have worked in our downtown community for 12+ years and I am very passionate about making it a better place for our future.

Additional comments:

Signature: *Erica Behm* Date:

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

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

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

Email:  
kartis@greatfallsmt.net



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

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

Board/Commission Applying For: Business Improvement District Board		Date of Application: May 18, 2020
Name: Sherrie Arey		
Home Address: 2700 3rd Ave North		Email address: sarey@nwgf.org
Home Phone:	Work Phone: 406-216-3512	Cell Phone: 479-979-2326
Occupation: Executive Director		Employer: NeighborWorks Great Falls
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: I have 20+ years of experience in Community and Leadership Development. I have been a project team member for major construction projects and served on the University of Providence Master Facility Planning Committee. While with NWGF I have been apart of HOME and CDBG grants and served on the project team for Rockcross Commons.		
Educational Background: Bachelors of Science in History and Political Science and a Master of Science in Counseling		
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>		
Previous and current service activities: Leadership Great Falls 2016-2017		
Previous and current public experience (elective or appointive): NA		
Membership in other community organizations: Downtown Development Partnership Board Great Falls Development Authority Board Great Falls Rotary Club		



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

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

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

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

Please describe your interest in serving on this board/commission?  
As the Executive Director for a BID property owner I would like the opportunity to serve the BID business owners as a board member.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?  
I have 20+ years of experience in Community and Leadership Development. I have been a project team member for major construction projects and served on the University of Providence Master Facility Planning Committee. While with NWGF I have been apart of HOME and CDBG grants and served on the project team for Rockcross Commons. I have a unique combination of experience in community development, construction and affordable housing that could benefit the BID Board.

Additional comments:  
I look forward to expand my service to the community.

Signature  Date: 

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



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

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

Form with fields for: Board/Commission Applying For (Business Improvement District), Date of Application (6-24-24), Name (Caralina Carlson), Home Address (38 Neuman School Rd), Email address (caralinac@lpwarchitecture.com), Home Phone, Work Phone (406-604-4450), Cell Phone (775-303-7392), Occupation (Principal Architect), Employer (LPW Architecture), Conflict of interest question, Related experiences (Downtown business owner), Educational Background (B.S. and Master of Architecture), Previous service activities (Eagle Mount, United Way), Previous public experience (None), and Membership in other community organizations (Junior League of Great Falls, etc.).

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

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

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

Are you currently serving on a Board? Yes  No  If yes, which board?  
Toby's House Crisis Nursery

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

Please describe your interest in serving on this board/commission?  
Help provide direction and new ideas to further enhance downtown Great Falls.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?  
I have worked downtown for the past 11 years and have witnessed development within the BID. With a background in design and expertise with the codes imposed on existing building renovations, I can offer valuable insights to the board.

Additional comments:

Signature 

Date: 6-24-2024

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

**Return this form to:**

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

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

Email:  
kartis@greatfallsmt.net



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

Agenda #5.

**RECEIVED**  
JUN 17 2024  
CITY MANAGER

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

Board/Commission Applying For: <b>BID</b>		Date of Application: <b>6-17-24</b>
Name: <b>GARRY HACKETT</b>		
Home Address: <b>511 CENTRAL AVE</b>		Email address: <b>GARRY.LHACKETT@GMAIL.COM</b>
Home Phone:	Work Phone: <b>406 868-0355</b> <b>ORIGINALITY BALLONS</b>	Cell Phone: <b>406 868 8475</b>
Occupation: <b>RETIRED BUT OWN 511CENTRAL</b>	Employer: <b>SELF</b>	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: <b>CURRENTLY SERVE ON THE D.D.P. BOARD</b> <b>PREVIOUSLY SERVED ON THE B.I.D.</b>		
Educational Background: <b>2 YEARS OF COLLEGE + OVER TWO YEARS</b> <b>TECHNICAL TRAINING IN THE USAF</b>		
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>		
Previous and current service activities: <b>PREVIOUS SERVED IN CHURCH CALLINGS AS</b> <b>ELDER'S QUORUM, PRESIDENT, BISHOP RICK MEMBER, HIGH PRIEST GROUP LEADER</b> <b>CURRENTLY SERVING AS EMPLOYMENT &amp; WELFARE COMMITTEE CHAIR</b>		
Previous and current public experience (elective or appointive): <b>PREVIOUS BID VICE CHAIR</b> <b>CURRENT - DDP BOARD MEMBER</b>		
Membership in other community organizations:		

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

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

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

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

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

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

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

Additional comments:

Signature *Garry Holt* Date: *6-17-24*

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

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

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

Email:  
kartis@greatfallsmt.net

BID application P. 2 continued:

As a recipient of several grants from the BID and having served on the BID I would like to continue to serve in the revitalization and bringing life to the downtown area. I live downtown and am near the finish of restoring my third and last building in the area and this gives me a unique experience and understanding of the downtown potential and programs. It is the time for me to continue giving back more to the downtown I love.

My previous experience on the BID board, currently serving on the DDP board, 8 years of living downtown living 37 years in Great Falls, owning and developing three buildings in downtown area, having owned numerous buildings throughout Great Falls with 39 apartment units, and serving 24 years in the USAF. These things give me the knowledge, desire and qualifications to serve on this board.

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

Regular City Commission Meeting

Mayor Reeves presiding  
 Commission Chambers, Room 206

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL/STAFF INTRODUCTIONS:** City Commission members present: Cory Reeves, Joe McKenney, Rick Tryon, Shannon Wilson, and Susan Wolff. Also present were City Manager Greg Doyon; Public Works Director Chris Gaub; Planning and Community Development Director Brock Cherry; Finance Director Melissa Kinzler and Grant Administrator Tom Hazen; City Attorney David Dennis; 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.

**COMMUNITY INITIATIVES**

**1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM CITY COUNTY HEALTH DEPARTMENT.**

Marci Wolff, Women, Infant, and Children (WIC) Breastfeeding Counselor, reported that WIC is a supplemental nutrition program that provides access to healthy foods, nutrition education, breastfeeding support, and support for families/caregivers of young children, and resources and referrals for other services. Ms. Wolff helps mothers and babies learn breastfeeding skills and overcome any challenges they face. WIC serves over 51% of births in the United States and she currently supports 125 breastfeeding families in Cascade County. Breastfeeding provides infants with nutrition, protection from diseases and bonding with the mother and lowers the risk of developing diseases in the mother, is convenient and cost effective.

This year's world Breastfeeding week theme is "Breastfeeding in the event of an emergency." The Centers for Disease Control and Prevention (CDC) suggests making an emergency feeding kit for infants and toddlers because direct breastfeeding is the safest and most hygienic way to feed a child in the event of an emergency. Ms. Wolff works with nutritionist, registered dieticians and public health nurses to support the breastfeeding mother's goal. WIC works with employers of breastfeeding mothers and a variety of people with different social statuses to make them aware that breastfeeding mothers do not need to choose between earning an income or providing nutrition to their baby.

WIC collaborates with the Northwest Mothers Milk Bank in Oregon to provide drop sites for breastfeeding mothers to donate frozen breast milk for premature babies. WIC is working on a project to provide deep freezer storage to breastfeeding mothers who may not have enough storage for their milk. Cascade County won a new universal home visiting grant that allows for home visits for all women of Cascade County. The City-County Health Department's website is [cascadecountymt.gov](http://cascadecountymt.gov).

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

**2. PETITIONS AND COMMUNICATIONS**

**Ben Forsyth**, City resident, provided and discussed handouts about the harms of marijuana and suggested regulations to reduce local cannabis harms.

**Ron Deberry**, City resident, provided and discussed a Great Falls Housing Authority newsletter stating that its maintenance team will be removing all screen doors by summer/fall 2024 on all sites due to the high cost of repairs and replacement. Mr. Deberry expressed concern that rain and snow will ruin door jams, insects will get in and tenants without air conditioning will not be able to get fresh air.

**John Hubbard**, City resident, discussed issues with the Covid vaccine, justice system and state government.

**Kollin Schade**, Calumet Montana Refining Plant Manager, commented that Calumet has been a vital part of the community for over 100 years and is committed to being a safe and reliable operation. Mr. Schade extended an invitation to the Commission to tour the refinery.

**Eric Bakely**, City resident, commented that years ago he worked for a Public Access Station and would be willing to help the City grow by offering his services.

**Jeni Dodd**, City resident, expressed concern about Commissioner Wilson’s initiative from a prior commission meeting about the need of installing Portland Loo restrooms downtown using Community Development Block Grant (CDBG) or Tax Increment Financing (TIF) funds. Ms. Dodd explained that there are documented issues including excessive crime and maintenance/ repair costs. She urged the Commission to use caution with regard to considering this initiative. Ms. Dodd expressed appreciation to the economic stability Calumet provides; however, requested that Calumet pay its taxes instead of protesting them because tax payers should not have to make up for the revenue lost to the general fund.

**NEIGHBORHOOD COUNCILS**

**3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

**BOARDS AND COMMISSIONS**

**4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.



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

**5. REAPPOINTMENT TO THE AUDIT COMMITTEE.**

Mayor Reeves reported that Jeff Heibel was appointed to the Audit Committee on May 2, 2023 to fill the remainder of a three-year term expiring on June 30, 2024. Staff reached out to Mr. Heibel and he is interested in remaining on the Committee for another three years. The advertisement for this vacancy was done through the City's Website and the local media. No applications were received.

**Commissioner Wolff moved, seconded by Commissioner Wilson, that the City Commission reappoint Jeff Heibel to the Audit Committee to fill a private citizen position for a three-year term through June 30, 2027.**

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

Commissioner McKenney supports the appointment of Jeff Heibel. Commissioner McKenney commented that Mr. Heibel is an active member, knowledgeable about audit issues and participates in discussions.

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

Motion carried 5-0.

**6. REAPPOINTMENT/APPOINTMENT TO THE POLICE COMMISSION.**

Mayor Reeves reported that Mr. Kasuske was appointed to the Police Commission on July 7, 2020 for a partial term and reappointed for his first full three-year term on July 6, 2021. The current term ends on June 30, 2024. He is interested and eligible for a second three-year term. In accordance with Resolution 10524, City staff advertised for the position and received two additional applications. Applications were received from Richard (Rich) Hollis and Daniel Barnett. Mr. Barnett was recently appointed to the Ethics Committee but is interested in also serving on the Police Commission. This is permitted with City Commission approval.

The Police Commission met on June 28, 2024 to review applications and make a recommendation to the City Commission. The Police Commission recommended the reappointment of Mr. Morgan Kasuske.

**Commissioner Tryon moved, seconded by Commissioner McKenney, that the City Commission reappoint Morgan Kasuske to the Police Commission for a three-year term through June 30, 2027.**

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

Commissioner Tryon commented that there were two other good applicants; however, because the Police Commission recommended Mr. Kasuske and he has experience, it would be appropriate to reappoint him.

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

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

Motion carried 5-0.

**CITY MANAGER**

**7. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

City Manager Greg Doyon made the following announcements:

- Great Falls Fire Rescue (GFFR) has been working with the State Department of Emergency Services and BNSF to secure a rail tanker car that will allow GFFR personnel to train for spills and confined space training. BNSF and other local entities are working to transport the tanker car to the Training Center by the end of August. This project has been funded through donations.
- The Scheels Aim High Big Sky Facility opened last week and Mayor Pro Tempore Wolff attended the grand opening and cut the ribbon. Several people from the community attended and the turnout was better than expected.
- The Finance Utility Department is still in the process of implementing online utility payments. The City is not charging late fees or penalties, sending out delinquent notices, or disconnecting services during this transition. Online and phone payments remain disabled and the online payment system should be available in the next month. The current mailed bills do not include return envelopes because of printing issues; however, should be included in the mailed bills next month. The City apologizes for the inconvenience and appreciates the community's patience.

Commissioner Tryon commented that he was asked by a concerned citizen why a berm, to cut down on light pollution, was not installed between the Scheels Aim High Big Sky Facility parking lot and homes directly to the east.

City Manager Doyon responded that he would look into it and report to the Commission.

Commissioner McKenney added that the same concerned citizen, as well as other citizens in that neighborhood, brought up issues with increased traffic in that area. Commissioner McKenney suggested having yield or stop signs installed.

**CONSENT AGENDA.**

8. Minutes, July 2, 2024, City Commission Meeting.
9. Total Expenditures of \$5,593,665 for the period of June 20, 2024 through July 3, 2024, to include claims over \$25,000, for \$4,659,864.
10. Contracts List.

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

11. Set a public hearing for Resolution 10556 to Levy and Assess the General Boulevard District No. 3570 for August 20, 2024.
12. Set a public hearing for Resolution 10557 to Levy and Assess Great Falls Park District No. 1 for August 20, 2024.
13. Set a public hearing for Resolution 10558 to Levy and Assess Properties within Special Improvement Lighting Districts for August 20, 2024.
14. Set a public hearing for Resolution 10559 to Levy and Assess the Portage Meadows Maintenance District No. 1195 for August 20, 2024.
15. Set a public hearing for Resolution 10560 to Levy and Assess the Street Maintenance District for August 20, 2024.
16. Approve a final payment for the 7th Avenue Northwest Paving project, in the amount of \$135,067.68 to United Materials of Great Falls, Inc., and \$1,364.32 to the State Miscellaneous Tax Fund and authorize the City Manager to execute the necessary documents. **OF 1806.2**
17. Award a contract in the amount of \$849,396.60 to Insituform Technologies, LLC, for the Sanitary Sewer Trenchless Rehabilitation Phase 26, and authorize the City Manager to execute the necessary documents. **OF 1675.9**

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

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

**John Hubbard**, City resident, expressed opposition to items 11 through 15 and tax increases.

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

Referring to agenda item 16, Commissioner Wolff commented that she always likes final payments.

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

Motion carried 5-0.

**PUBLIC HEARINGS**

18. **BUSINESS IMPROVEMENT DISTRICT (BID) BUDGET AND WORK PLAN.**

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

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

BID Executive Director Kellie Pierce reported that this year's budget is straightforward with no major changes. There was an amendment at the end of FY24 to allocate some funds received from its expansion in 2020. A lighting study for exploring different lighting options for downtown in the amount of \$25,000 and new holiday décor were added to the budget. The BID was established in 1989 and renews every 10 years.

Mayor Reeves asked if the Commissioners had any questions of Executive Director Pierce.

Mayor Reeves received clarification that the \$25,000 for the lighting project needs to be used within the BID District and is a matching amount for a bigger project in the Masterplan boundary area.

There being no further discussion, Mayor Reeves asked if there were any comments from the public in support of or in opposition to the BID Budget and Work Plan.

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

**Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission accept the FY 2025 Business Improvement District Budget and Work Plan.**

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

Commissioner Wolff recommended that Executive Director Pierce explore Old Town Fort Collins for opportunities to see how amazing their downtown is.

Commissioner McKenney commented that the BID is a success story for this community and has a good group of community activists that do excellent work.

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

Motion carried 5-0.

**19. TOURISM BUSINESS IMPROVEMENT DISTRICT (TBID) BUDGET AND WORK PLAN.**

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

TBID Tourism Content Director Shannon Newth reported that this past fiscal year was down about 6 % over the previous fiscal year. The TBID continues to benchmark against 2019, which indicates that it is returning to a pre-covid tourism cycle. The TBID developed a Travel Industry Growth Plan and Great Falls Montana Tourism Strategic Plan and implemented strategies from both. There was an error in the comparison budget sheet; however, it was updated to reflect FY24/25 rather than FY23/24. The TBID trimmed its leisure traveler markets to get more impressions within a smaller set of markets for a greater impact. The TBID will secure a public relations firm to build national and regional media relations and pitch story ideas about the community. A Tourism Events Planner was hired to focus on large-scale signature events during the off peak occupancy times and connect with organizers of established events to help attract overnight visitors. Historically, approximately 50% of people coming to Great Falls are just passing through and the TBID is hoping to attract more

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

people with welcome billboards along Interstate 15 and into Great Falls. The TBID is investing in some resident sentiment efforts through a small spend with Great Falls market of a few key paid media and grassroots efforts. Although not listed in this year's budget, the TBID plans to use reserves to support new flights into Great Falls. These funds are usually commitments before becoming expenses and the TBID does not expect to spend funds on this effort until next fiscal year. The TBID assessments collected are from travelers staying in lodging properties less than 30 days, City funds are not used for TBID operations and TBID pays rent to occupy its building.

Mayor Reeves asked if the Commissioners had any questions of Tourism Content Director Newth.

Hearing none, Mayor Reeves asked if there were any comments from the public in support of or in opposition to the TBID Budget and Work Plan.

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

**Commissioner Wolff moved, seconded by Commissioner Wilson, that the City Commission accept the 2024/2025 Tourism Business Improvement District Budget and Work Plan.**

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

Motion carried 5-0.

**20. CDBG & HOME 2024-2025 ANNUAL ACTION PLAN NEEDS HEARING.**

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

Grant Administrator Tom Hazen reported that this public hearing is part of an annual process that is an obligation of all Entitlement Communities that receive Community Block Development Grant (CDBG)/HOME Investment Partnerships Program funds from the Department of Housing and Urban Development (HUD). Every year entitlement communities, such as Great Falls, are required to prepare an Annual Action Plan that will identify priorities for potential funding. The participation of local partners is an indispensable step in the preparation of the plan.

The purpose of this hearing is to allow the community an opportunity to provide commentary related to observed needs. The City Commission is not required to take action this evening. The information presented this evening will be compiled by Staff and presented for approval to the Commission in the form of a draft of the Annual Action Plan at the August 6, 2024 City Commission Meeting. If approved by the Commission, the Annual Action Plan would then be submitted to HUD. Currently, Staff is recommending the prioritization of programs that will address affordable housing, residential housing rehabilitation, public services, slum and blight.

Additionally, Staff is recommending a change to the Competitive Application process. Last Year, an annual competitive application process was implemented. This model allowed one window per year for applicants to submit applications for review. This process has drawn nearly universal opposition from community partners. This model limits the flexibility of program implementation

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

and presents extreme difficulties in acquiring listed blighted properties that are not likely to remain on the market for periods of 6 months or more. Therefore, Staff is recommending altering the annual application process. However, the previous rolling model, which allowed applications to be submitted at any time during the year, presented difficulties in meeting HUD's timeliness requirements. Therefore, Staff is suggesting a quarterly application process as a compromise. This timeline would provide more opportunities for the community to apply for and secure HUD funding while also allowing the City a more structured schedule. The Commission is not required to take any action this time.

Mayor Reeves asked if the Commissioners had any questions of staff. Hearing none, Mayor Reeves asked if there were any comments from the public in support of the CDBG & HOME 2024-2025 Annual Action Plan.

Written public comment was received from **Kristy Pontet-Stroop**, Executive Director Alliance for Youth, Inc., via July 16, 2024 email, commented that it is important putting funds aside in the budget to address homelessness/housing issues. Additionally, to allow for a month-to-month or quarterly application process versus an annual application, which will provide flexibility for organizations to apply. Additionally, this would help eliminate some "red tape" that exists when there is a site identified for housing projects.

Written public comment was received from **Shyla Patera**, North Central Independent Living Services, Inc., via July 16, 2024 email, expressed support of community projects focused on single-family housing, universal design and Americans with Disabilities Act (ADA) accessibility. Ms. Patera commented that the City needs to focus on ADA sidewalks, curbs, traffic lights, as well as, accessibility for parks and trails.

**Morgan Yeagerlehner**, City resident, Board Member Housed Great Falls, expressed support of CDBG/HOME funds going towards sheltering the unhoused population so that everyone has a safe home and pursuing a quarterly application process.

**Sheila Rice**, City resident, suggested every two months for the application process because three months is a long time for a seller to wait. Ms. Rice further suggested the plan be amended or include community land trust homes with a specific mention because they are the only way to keep the affordable housing stock affordable forever. Also, manufactured housing as an allowable cost and expense because that is the least expensive source of tiny homes. Finally, more funds devoted to sheltering the unhoused population. Ms. Rice explained that Housed Great Falls and the Continuum of Care Ad Hoc Committee have been working to develop a tiny home village. The State of Montana included this project in a \$5 million application to HUD and \$600,000 would be allocated if approved by HUD. CDBG/HOME funds would be necessary to fully fund this project at a minimum of \$1.5 million for 20 tiny homes that would be occupied by prior unsheltered people. Ms. Rice urged the City Commission and Staff to provide the maximum funding possible in this year's annual plan.

**Sarah Justice**, Paris Gibson Square Museum of Art Executive Director, explained that the Paris Gibson Square is the only contemporary art museum in Northcentral Montana, offers free admission and is devoted to providing accessibility for all. There is some funding available and support for

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

replacing the parking lot; however, the cost is approximately \$500,000. Ms. Justice commented that she would be requesting City support of \$400,000 through the CDBG Grant.

Mayor Reeves asked if there were any comments from the public in opposition to the CDBG & HOME 2024-2025 Annual Action Plan.

**Jeni Dodd**, City resident, expressed concern about the City's process of collecting correct Tax Payer Identification numbers for awardees of ARPA funds.

There being no one further to address the Commission, Mayor Reeves closed the CDBG & HOME 2024-2025 Annual Action Plan Needs Hearing.

Commissioner Tryon received clarification that the City usually receives \$1 million from HUD every year and spending for this year is in line with what the City typically has on an annual basis. Local organizations submitting applications are typically reasonable requests that come in fairly close to that \$1 million threshold and are aware of what the City's limitations are with regard to total funding.

Mayor Reeves inquired if every two months for the application process is a realistic request.

Grant Administrator Hazen responded that he would need input from the Grant Committee, CDBG Administrator Sylvia Tarman and other City staff and would let Ms. Rice know the decision.

Commissioner McKenney expressed appreciation to Grant Administrator Hazen for responding to community pushback about the annual application process and changing it to quarterly.

**21. RESOLUTION 10552, INTENT TO INCREASE PROPERTY TAX.**

**22. RESOLUTION 10551, ANNUAL BUDGET RESOLUTION.**

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

Finance Director Finance Director Melissa Kinzler reviewed and discussed the following PowerPoint:

# JOURNAL OF COMMISSION PROCEEDINGS

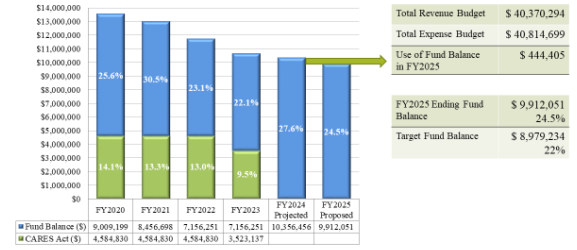
## July 16, 2024

# FISCAL YEAR 2025 BUDGET

July 2, 2024 Work Session



### General Fund Recap



### General Fund Revenue Increases

General Fund Revenue Segment	FY2023 Increases	FY2024 Increases	FY2025 Available Increases	Approximate Household Impact
Newly Taxable Property	\$ 352,303	\$ 1,510,213 <i>Protested: Approx. \$1,093,591</i>	\$ 400,000 <i>Amount not known until August</i>	-
Inflationary Factor	\$ 641,691 <i>Used carry-over mills from prior 2 years</i>	\$ 446,080	\$ 562,520	\$5.76 per \$100,000 Taxable Market Value
Permissive Medical Levy	\$ 247,551	\$ 353,043	\$ 317,544	\$3.25 per \$100,000 Taxable Market Value
Marijuana Tax	-	-	\$ 220,000	-
Entitlement Share	\$ 294,004	\$ 311,446	\$ 319,522	-
<b>Total Revenue Increases</b>	<b>\$ 1,535,549</b>	<b>\$ 2,620,782</b>	<b>\$ 1,819,586</b>	-

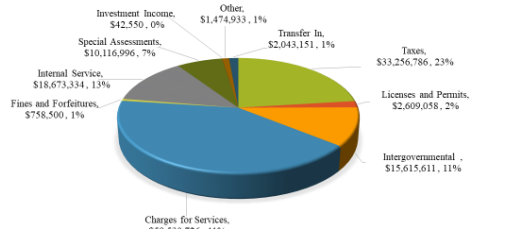
### General Fund Tax Increases

Increased Revenue from Tax Increases	FY2025 Increase	Details
Inflationary Factor	\$ 562,520	Public Safety Expense Increases: \$1,364,961 (74%) Administration Expense Increases: \$212,907 (12%) Park & Rec Expense Increases: \$8,923 (0.005%) Subsidy to Civic Center Events: \$134,000 (7%) Subsidy to Ann High Big Sky: \$122,407 (7%) Total General Fund Expense Increases: \$1,843,198
Permissive Medical Levy	\$ 317,544	- Directly covers General Fund health insurance increases - Per collective bargaining agreements. City portion is 85% - Health Insurance expense increase for public safety \$311,468
<b>Total Revenue from Tax Increases</b>	<b>\$880,064</b>	- \$9.01 annually for \$100,000 market value home - \$27.03 annually for \$300,000 market value home - \$54.06 annually for \$600,000 market value home

### City-Wide Revenues

Revenues	FY2024 Adopted	FY2025 Proposed	Increase (Decrease)	% Change
Taxes	\$ 30,171,096	\$ 33,256,786	\$ 3,085,690	10.23%
Licenses and Permits	\$ 2,434,108	\$ 2,609,058	\$ 174,950	7.19%
Intergovernmental	\$ 26,585,268	\$ 15,615,611	\$(10,969,657)	-41.26%
Charges for Services	\$ 53,524,601	\$ 59,530,726	\$ 6,006,125	11.22%
Fines and Forfeitures	\$ 758,500	\$ 758,500	\$ -	0.00%
Internal Service	\$ 17,406,667	\$ 18,673,334	\$ 1,266,667	7.28%
Special Assessments	\$ 9,487,697	\$ 10,116,996	\$ 629,299	6.63%
Investment Income	\$ 28,150	\$ 42,550	\$ 14,400	51.15%
Other	\$ 643,282	\$ 1,474,933	\$ 831,651	129.28%
Transfer In	\$ 1,786,950	\$ 2,043,151	\$ 256,201	14.34%
Issuance of Debt	\$ 1,500,000	\$ -	\$(1,500,000)	-100.00%
<b>Total Revenue</b>	<b>\$ 144,326,319</b>	<b>\$ 144,121,645</b>	<b>\$(204,674)</b>	<b>-0.14%</b>

### City-Wide Revenues



### Proposed Assessment and Utility Rate Adjustments

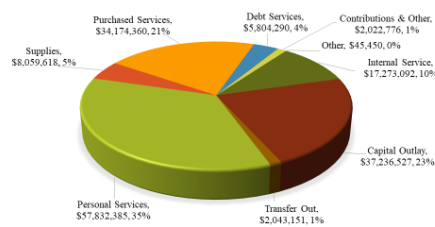
Assessment	Adjustment	FY2025 Adjustment	Previous Adjustment
Assessment	Boulevard District	6%	2024: 6%
Assessment	Portage Meadows	5%	2024: 5%
Assessment	Street Maintenance	10%	2024: 10%
Assessment	Street Lighting Districts	6.7%	2024: 14%
Utility	Water	Spring 2025: 10%	Spring 2024: 15%
Utility	Sewer	Spring 2025: 15%	Spring 2024: 10%
Utility	Storm Drain	Spring 2025: 10%	Spring 2024: 15%
Utility	Sanitation	Spring 2025: 5%	Spring 2024: 5%

All proposed adjustments require separate Commission action

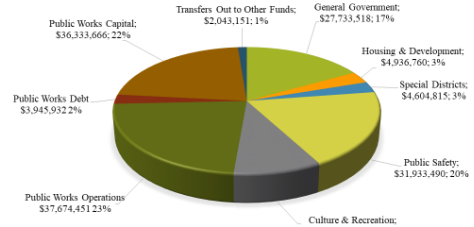
### City-Wide Expenses

Expenses	FY2024 Adopted	FY2025 Proposed	Increase (Decrease)	% Change
Personal Services	\$ 53,911,310	\$ 57,832,385	\$ 3,921,075	7.27%
Supplies	\$ 7,151,060	\$ 8,059,618	\$ 908,558	12.71%
Purchased Services	\$ 32,230,860	\$ 34,174,360	\$ 1,943,500	6.03%
Debt Services	\$ 6,044,925	\$ 5,804,290	\$(240,635)	-3.98%
Contributions & Other	\$ 3,565,133	\$ 2,022,776	\$(1,542,357)	-43.26%
Other	\$ 20,450	\$ 45,450	\$ 25,000	122.25%
Internal Service	\$ 16,199,136	\$ 17,273,092	\$ 1,073,956	6.63%
Capital Outlay	\$ 41,542,893	\$ 37,236,527	\$(4,306,366)	-10.37%
Transfer Out	\$ 1,786,950	\$ 2,043,151	\$ 256,201	14.34%
<b>Total Expenses</b>	<b>\$ 162,452,717</b>	<b>\$ 164,491,649</b>	<b>\$ 2,038,932</b>	<b>1.26%</b>

### City-Wide Expenses by Category



### City-Wide Expenses by Function





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

**Employee Summary | Pages 125-130**

General Fund – Commission	Added part-time Neighborhood Council position	0.50
General Fund – Court	Full year of 2 <sup>nd</sup> Judge	0.50
General Fund – Legal	Removed file clerk intern	(0.29)
Finance	Reorganized ARPA Project Manager and CDBG positions	(2.00)
Library	Implementation of mill levy plan	(0.03)
Civic Center Events	Removed part-time laborer	(0.72)
Recreation	Closing of old recreation center	(2.88)
Aim High, Big Sky	Opening of new aquatic and recreation center	25.95
Planning & Community Development	Reorganized employee allocations between funds	(0.10)
Public Works – Street, Sanitation, Central Garage	Removed Program Specialist	(1.00)
Public Works – Sanitation	Added Superintendent	1.00
Public Works – Engineering	Removed two ARPA positions, added Support Specialist	(1.00)
<b>Total Increase (Decrease) in FTEs in FY2025</b>		<b>19.93</b>

5 Year History of FTEs

11

**Upcoming Budget Process**

- **June 18<sup>th</sup>**
  - Work Session - presentation of General Fund
- **July 2<sup>nd</sup> – Commission Action**
  - Work Session – full budget presentation
  - Commission sets public hearing for July 16<sup>th</sup>
- **Additional budget work sessions?**
- **July 16<sup>th</sup> – Commission Action**
  - Public Hearing and Adopt or Continue Budget
- **August 20<sup>th</sup> – Commission Action**
  - Adopt Annual Tax Levy

WE ARE HERE

12

Mayor Reeves asked if the Commissioners had any questions of staff.

Hearing none, Mayor Reeves asked if there were any comments from the public in support of Resolution 10552.

**Michael Yeagerlehner**, City resident, commented that he does not mind paying the marginal increase in property taxes for services he likes having done.

Mayor Reeves asked if there were any comments from the public in opposition to Resolution 10552.

Written comments were received from the following **Jeni Dodd**, City resident, via July 16, 2024 email and **Sharon Thompson**, City resident, via July 16, 2024 email.

**Sharon Thompson**, City resident, commented that she and her husband live on a fixed income and cannot afford to continue paying higher property taxes. Since moving here in 2005, there have been many increases in their property taxes and if the City continues raising them, she and her husband will sell their house and move to another City that is reasonable in its taxes.

**Jim Thompson**, City resident, expressed concern about Benefis Health Care and Calumet Montana Refining not pay their share of property taxes. Mr. Thompson commented that having public restrooms downtown would create more health, crime and homelessness issues and be the taxpayers responsibility.

**Ben Forsyth**, City resident, commented that issues caused from marijuana use directly relates to property tax increases.

**Jeni Dodd**, City resident, referred to a 2018 article that stated Great Falls was hit hardest by extreme poverty in the State. Ms. Dodd commented that there has been a decline in employment, 15% of residents are below the poverty level and Great Falls' annual GDP growth has been below the state and national level since 2010. The City needs to decrease its spending instead of increasing taxes because it is becoming unaffordable, especially for those on fixed incomes.

**John Hubbard**, City resident, commented that the City is overtaxing its citizens. He suggested that the State give Great Falls the \$303 million dollars from the marijuana tax.

**Keith Duncan**, City resident, explained that the City Commission was elected to be stewards of the peoples resources and it is their job to be creative and find other solutions besides either cutting City

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

services or increasing property taxes. Mr. Duncan suggested that the Commission consider privatization of some City services, because private businesses can deliver services cheaper and more efficiently than government services.

**Eric Bakely**, City resident, commented that a public access channel would allow another way for the City to share other solutions besides cutting services or increasing property taxes. Mr. Bakely offered his services to the City at no charge.

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

**Commissioner Tryon moved, seconded by Commissioner Wolff, that the City Commission adopt Resolution 10552 – Intent to Increase Property Tax.**

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

Commissioner Wolff commented that property tax bills not only include the City, but also, the School District and other taxing entities. She explained that every City Department is fiscally conservative and resolves its needs in cost saving ways. If the City does not come up with resources to pay for City services, the quality of life in the City will decline.

Commissioner Tryon commented that over the last several months of vetting the budget, he is satisfied that the marginal increase in property taxes is justified and balances out with the communities expectation of City services, especially public safety. Commissioner Tryon suggested that citizens unhappy with the property tax increase contact their local legislators. He explained that the Montana Department of Revenue (DOR) determines property taxes, not the City. The State Legislature can exempt property tax for citizens 65 and older, cut the residential property tax rate, and multiplying factor, eliminate property tax exemptions on large, non-profits, and implement a local option or tourism tax. When costs increase for the City, it cannot raise revenue except by either increasing property taxes or cutting City services. He commented that things the City could do is put back the seven mills of library funding into the general fund; eliminate general subsidies to non-performing enterprise funds in the next budget, retire some Tax Increment Financing (TIF) Districts and working on the Growth Policy. Commissioner Tryon concluded that he would like to see more input from a larger number of citizens prior to the final budget session.

Commissioner McKenney explained that the total property tax can be higher than the rate of inflation and year after year, local government is receiving less money based on the value of a dollar. A solution in the 1990's was to cap the rate of property tax to the rate of or below inflation.

Commissioner Wilson expressed concern for citizens impacted by the increase in property taxes. She reported that the DOR notified the legislature in November 2022 that they were going to have a problem with raising property values and they needed to do an equalization, which the legislature failed to do. Commissioner Wilson explained that she directly blames the Montana Legislature for the property tax problem and will be voting against Resolution 10552. She commended City staff for their efforts with the wonderful job they did putting together the budget.

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

Commission Tryon commented that he would rather do the responsible thing by voting for Resolution 10552 and funding the City government at the level it needs to be funded.

Commissioner Wolff added that the budget does not include the departments' above and beyond requests and does not reflect their true expenses.

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

Motion carried 4-1 (Commissioner Wilson dissenting).

Mayor Reeves asked if there were any comments from the public in support of or opposition to Resolution 10551. Hearing none, Mayor Reeves closed the public hearing and asked the will of the Commission.

**Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10551 – Annual Budget Resolution.**

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

Motion carried 5-0.

**OLD BUSINESS**

**NEW BUSINESS**

**ORDINANCES/RESOLUTIONS**

**CITY COMMISSION**

**23. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Commissioner Wilson explained that several organizations would be conducting another Point-In-Time Count to receive a more accurate count of unhoused citizens in the community.

Commissioner Wolff announced that Sister Virginia Bartholome, served the community from 1973 to 1996 as a reference librarian for the Great Falls Public Library, passed away at the age of 100. Commissioner Wolff reminded citizens to always pull over and stop for emergency vehicles, no matter what color the stoplight is.

**COMMISSION INITIATIVES.**

**24.**

None.

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

**ADJOURNMENT**

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Reeves, to adjourn the regular meeting of July 16, 2024, at 9:04 p.m.**

Motion carried 5-0.

---

Mayor Cory Reeves

---

Deputy City Clerk Darcy Dea

**Minutes Approved: August 6, 2024**

DRAFT



Commission Meeting Date: August 6th, 2024  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

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

**PRESENTED BY:** Finance Director

**ACTION REQUESTED:** Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECKS	07/04/2024 - 07/17/2024	5,132,083.87
MISCELLANEOUS ACCOUNTS PAYABLE WIRES	07/04/2024 - 07/17/2024	766,886.44
	SUB TOTAL: \$	<u>5,898,970.31</u>
MUNICIPAL COURT CHECKS	07/04/2024 - 07/17/2024	9,605.34
	GRAND TOTAL: \$	<u>5,908,575.65</u>

**GENERAL FUND**

**CITY COMMISSION**

MT LEAGUE OF CITIES AND TOWNS	FY25 MEMBERSHIP DUES	60,422.00
-------------------------------	----------------------	-----------

**SPECIAL REVENUE FUNDS**

**PLANNING & COMMUNITY DEVELOPMENT**

GREAT FALLS TRANSIT DISTRICT	PASS THRU GRANT UPWP	51,127.73
GREAT FALLS TRANSIT DISTRICT	PASS THRU GRANT UPWP REIMBURSE FY24	47,504.25

**STREET DISTRICT**

UNITED MATERIALS OF GREAT FALLS	LOWER NORTHSIDE STREET RECON PMT 1 (SPLIT AMONG FUNDS)	371,445.96
UNITED MATERIALS OF GREAT FALLS	LOWER NORTHSIDE STREET RECON PMT 2 (SPLIT AMONG FUNDS)	549,484.32
UNITED MATERIALS OF GREAT FALLS	LOWER NORTHSIDE STREET RECON PMT 3 (SPLIT AMONG FUNDS)	487,630.86

**SUPPORT & INNOVATION**

GF TOURISM BUSINESS IMPROV. DIST.	JUNE 2024 TBID ASSESSMENT TAX DIST.	157,484.00
-----------------------------------	-------------------------------------	------------

**GAS TAX BARSAA**

UNITED MATERIALS OF GREAT FALLS      FIESTA STREET RECON PMT 1      110,828.52

**DEBT SERVICE FUNDS**

---

**CAPITAL PROJECT FUNDS**

---

**ENTERPRISE FUNDS**

---

**WATER**

SLETTEN CONSTRUCTION COMPANY      PROF ENG SERV WTP SOLIDS MIT PMT15  
(SPLIT AMONG FUNDS)      193,533.72

AE2S INC      WTP MIT FACIL & TRVLING SCREEN PMT 32  
(SPLIT AMONG FUNDS)      13,513.25

**SEWER**

SLETTEN CONSTRUCTION COMPANY      PROF ENG SERV WTP SOLIDS MIT PMT15  
(SPLIT AMONG FUNDS)      193,533.71

AE2S INC      WTP MIT FACIL & TRVLING SCREEN PMT 32  
(SPLIT AMONG FUNDS)      13,513.25

AE2S INC      SANITARY SEWER CAPACITY MODEL PMT 1      30,075.25

AE2S INC      SANITARY SEWER CAPACITY MODEL PMT 2      56,940.18

CENTRAL PLUMBING & HEATING      WWTP HVAC EVAL & REHAB PMT 4      35,194.45

CENTRAL PLUMBING & HEATING      WWTP HVAC EVAL & REHAB PMT 5      308,356.09

VEOLIA WATER NORTH AMERICA      MONTHLY WWTP OPERATION CONTRACT      315,489.18

TD&H ENGINEERING      REPAIR & SUPPLIMENTAL FORCEMAIN/PMT29      68,920.24

**STORM DRAIN**

UNITED MATERIALS OF GREAT FALLS      LOWER NORTHSIDE STREET RECON PMT 1  
(SPLIT AMONG FUNDS)      95,109.47

UNITED MATERIALS OF GREAT FALLS      LOWER NORTHSIDE STREET RECON PMT 2  
(SPLIT AMONG FUNDS)      182,084.80

UNITED MATERIALS OF GREAT FALLS      LOWER NORTHSIDE STREET RECON PMT 3  
(SPLIT AMONG FUNDS)      12,979.42

**INTERNAL SERVICE FUNDS**

---

**CENTRAL GARAGE**

MOUNTAIN VIEW CO-OP      FUEL- GAS & DIESEL      27,989.19

**HEALTH & BENEFITS**

HEALTH CARE SERVICE CORPORATION      BLUE CROSS BLUE SHIELD JUNE 2024      693,676.68

SUN LIFE FINANCIAL      DENTAL & VISION JUNE 2024      47,580.96

**TRUST AND AGENCY FUNDS**

---

**PAYROLL CLEARING**

STATE TREASURER	MONTANA TAXES	37,944.00
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	56,284.22
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	70,451.39
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	147,044.30
US BANK	FEDERAL TAXES, FICA & MEDICARE	228,236.71
NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	19,935.96
MT MUNICIPAL INTERLOCAL AUTHORITY	WC QUARTERLY PAYROLL	208,916.16

**UTILITY BILLS**

---

NORTHWESTERN ENERGY	ELECTRIC SUPPLY JUNE 2024	65,326.05
ENERGY KEEPERS	ENERGY SALES JUNE 2024	194,292.00

**CLAIMS OVER \$25,000 TOTAL:** \$ 5,310,332.27

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

**DATE: August 6, 2024**

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

**PRESENTED BY:** Lisa Kunz, City Clerk  
**ACTION REQUESTED:** Ratification of Contracts through the Consent Agenda

**MAYOR’ S SIGNATURE:** \_\_\_\_\_

**CONTRACTS LIST**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
<b>A</b>	Public Works Engineering	New City Church	Perpetual	\$0.00	Water and Storm Main Utility Easement for the construction of and future access to an existing water main and a new storm drain pipeline, together with the right to excavate and remove material from the site for public utility main maintenance and replacement, within Certificate of Survey No. 1258, located in Government Lot 4 of Section 11, Township 20 North, Ranger 3 East, P.M.M. <b>OF 1805.3</b>



<p><b>B</b></p>	<p>Public Works Engineering</p>	<p>Halle Properties, LLC</p>	<p>Perpetual</p>	<p>\$0.00</p>	<p>Sewer Main Utility Easement for the construction, location, operation, maintenance and replacement of municipal sanitary sewer utilities owned by the City, located within portions of the property described in R0439199, which is a portion of Block 2 of the Replat of Lincoln Heights Addition</p>
<p><b>C</b></p>	<p>Planning &amp; Community Development</p>	<p>Montana Department of Transportation (MDT)  TCW Associates, Inc.</p>	<p>Ten (10) years with automatic successive one year renewals, unless superseded by a new Agreement</p>	<p>Owner/Developer shall pay all costs associated with necessary approvals and permits necessary to complete work in the public right-of-way</p>	<p>Maintenance Agreement setting forth the respective maintenance responsibilities and duties of the parties associated with the Parker Car Wash Sidewalk project, located at 833 Smelter Avenue NE  Assumption Agreement setting forth responsibilities for the safe pedestrian traffic and travel on MDT's right-of-way adjacent to Owner's property</p>

<b>D</b>	Public Works – Water Plant	Advanced Engineering and Environmental Services, LLC (AE2S)	08/06/2024	\$75,520.00	Professional Services Agreement for Great Falls Water Treatment Plant (WTP) Instrumentation and Controls (I&C) Annual Maintenance and On-Call Services
<b>E</b>	Great Falls Fire Rescue (GFFR)	Brittany Mayfield, MD	08/06/2024	\$3,300.00/mo	Professional Services Agreement for GFFR Office Medical Director services and EMS System Medical Director services



Commission Meeting Date: August 6, 2024

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Great Falls Police Department, FY 2025 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 2024-2025 School Resource Officer Agreement

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) the 2024-2025 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 2024-2025 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 \$91,751.06 for a total amount of \$367,004.24.

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 \$367,004.24 from the District for the city's fiscal year 2025 which are made in quarterly payments to the City. The City funds \$122,334.76 of the total cost of \$489,339 to provide SRO services for 2024-2025 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:**

2024-2025 School Resource Officer Agreement

2024-2025 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 28<sup>th</sup>, 2024 and end on June 6<sup>st</sup>, 2025. 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 \$91,751.06, for a total amount of \$367,004.24 as follows: Quarterly payments will be due on or before September 24<sup>th</sup>, 2024; December 31<sup>st</sup>, 2024; March 31<sup>st</sup>, 2025 and June 30<sup>th</sup>, 2025. 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 \_\_\_\_\_, 2024.

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

By: *Heather S. Hoyer*

Print Name: Heather S. Hoyer

Print Title: Superintendent

GREAT FALLS PUBLIC SCHOOLS, District No. 1 and A

By: *Brian Patrick*

Print Name: Brian Patrick

Print Title: Director of Business Operations

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: August 6, 2024  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Water Meter Equipment Purchases for Fiscal Year 2025  
**From:** Jake Mckenna, Utilities System Manager  
**Initiated By:** Public Works Department  
**Presented By:** Christoff T. Gaub, Public Works Director  
**Action Requested:** Approve Purchases

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the purchase of water meter equipment for the 2025 Fiscal Year from Ferguson Enterprises, Inc. in an amount not to exceed \$550,000.”

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

**Staff Recommendation:** Staff recommends the City Commission approve the purchase of water meter equipment.

**Background:**

Significant Impacts

The City’s Water Distribution System includes approximately 22,500 water meters. Public Works has replaced the majority of the smaller meters that were not compatible with the radio read system. Public Works is now focusing on replacing the larger meters (2” to 8” diameter) and installing MXUs (radio read equipment) on the remaining meters. Currently, approximately 9,400 radio reads are installed in the city, with approximately 13,100 remaining to be replaced.

Purpose

This annual purchase is to continue replacing manual read meters with the MXU system to make meter reading safer, more accurate, more efficient, and to comply with Lead Free regulatory standards.

Project Work Scope

In Fiscal Year (FY) 2024, staff purchased \$346,565 worth of radio read equipment, new meters, meter parts and installation equipment from Ferguson Enterprises, Inc.

In FY2025, staff proposes to purchase radio read equipment, new meters, meter parts and installation equipment from Ferguson Enterprises, Inc. totaling approximately \$550,000. This funding amount is

included in the FY25 Utility budget's 15 percent water utility rate increase, as approved by the Commission at the July 16, 2024 Commission Meeting.

Public Works' plan for the upcoming 2 to 3 years, is to replace the larger water meters (1-1/2", 2" and 4") and MXUs that are incompatible with the remote read system. The larger OMNI meters have 10-year battery life, and the meter heads are failing. These meters are typically in apartment and condominium complexes, where a great deal of coordination is needed to shut off the water during meter switch out. Some are in meter pits that are difficult to access. Public Works' goal is to move these meters above ground, which requires additional plumbing work. Since the Utilities Division's plumber position is vacant, a plumber from the Water Plant or Park & Recreation will be utilized.

Finally, the EPA has changed the definition of "Lead Free" to allow plumbing fixtures to contain 0.25% (down from 8.0%) of lead by weight. The majority of the City's meters are brass, with lead levels above the EPA limit. When these meters need maintenance (stuck, broken, etc.), the City is not allowed to rebuild them and must instead install new 0.25% "Lead Free" meters or "I-Perl" meters (composite/plastic material).

#### Evaluation and Selection Process

Ferguson Enterprises, Inc. is the sole distributor of compatible parts and equipment for the City's metering system. Due to compatibility issues with different equipment, supplies and suppliers, staff proposes to continue to purchase equipment from Ferguson. Public Works' plan is also, in line with how other cities in Montana (and industry-wide) are equipping and maintaining their meter system.

**Fiscal Impact:** Water meter equipment and supply purchases are programmed and budgeted on an annual basis in the Public Works Water Distribution Division enterprise fund.

**Alternatives:** The City Commission could vote to deny the purchases, which would cause City staff to change water meter suppliers and switch out all City water meters to a new system at significantly greater cost to the City.



Commission Meeting Date: August 6, 2024  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Flowrider Resurface  
**From:** Park and Recreation  
**Initiated By:** Steve Herrig, Park and Recreation Director  
**Presented By:** Steve Herrig, Park and Recreation Director  
**Action Requested:** Approve Construction Agreement

---

**Suggested Motion**

1. Commissioner moves:

“I move that the City Commission (approve/reject) the Construction Agreement with International Foam Pros to resurface the Flowrider at Electric City Water Park in the amount of \$128,900.00 and a(authorize/not authorize) the City Manager to execute the agreement documents.”

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

---

**Staff Recommendation:** Staff recommends that the City Commission approve the contract with International Foam Pros to resurface the Flowrider at the Electric City Water Park, for \$128,900.00.

**Background:**

Purpose

The current condition of the Flowrider has reached surface material failure. The Flowrider has been out of operations for the past two operating seasons. The top layer that should have a smooth glass like surface has gone pores, allowing moisture to get into the sublevel of the pad. This makes the top level rough, thus not allowing the surf pads to glide across the water correctly. Since the Flowrider has been built, it has had major repairs and resurfacing in 2006, 2010, 2013, and 2016.

International Foam Pros will tear down the existing foam slides, resurface with new 1” foam, foam coating, and top coating. 1600 sq. feet new foam with 700 sq. feet recoating exit area color light blue. Once the foam is pulled up, the City will address any concrete issue as quickly as possible to keep the contractor moving forward with the project. Concrete issues will not be the responsibility of the contractor.

**Fiscal Impact:** This project will be paid from the Swimming Pools Fund cash balance and was included in the FY2025 budget.

**Alternatives:** The City Commission could vote to reject the contract with International Foam Pros to resurface the Flowrider, but the Flowrider is a large revenue component of the Electric City Water Park and other alternatives are less desirable for both the final product and the cost.

**Attachments/Exhibits:**

Construction Agreement with International Foam Pros  
Sole Source Justification Form

## CONSTRUCTION AGREEMENT

This **Construction Agreement** is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403 (“**City**”), and **INTERNATIONAL FOAM PROS**, a Corporation, 132 Lakecreek Dr., New Braunfels, TX, 78130, (“**Contractor**”).

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

### **1. Work to be Performed:**

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

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

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

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

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

### **3. Time of Performance:**

**a.** Contractor shall begin the Construction Project after receiving a Notice to Proceed from City and shall complete the Construction Project within THIRTY (30) days of the starting date stated in the Notice to Proceed. The various phases of the Construction Project shall be completed pursuant to the Construction Schedule attached hereto as **Exhibit C**. Time is of the essence of completion of all work and each phase of the Construction Project.



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

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

**5. Compensation:**

**a.** City shall pay to Contractor, and Contractor shall accept as full payment for the performance of this Agreement and the Construction Project, the amount of ONE-HUNDRED TWENTY-EIGHT THOUSAND, NINE-HUNDRED DOLLARS (\$128,900), as paid in accordance with **Exhibit D**, Compensation Schedule, attached hereto.

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

**c.** Monthly progress payments and final payment will be made only in accordance with the terms of the Compensation Schedule. All invoices must be submitted to the City’s Representative as set forth in ¶ 15.

**d.** City shall retain five percent (5%) of the total amount of compensation to be paid to the Contractor to ensure compliance with the terms and conditions of this Agreement and the timely completion of the Construction Project and any and all “punch list” items (“Retainage Amount”). The Retainage Amount shall be paid to Contractor thirty (30) days after the City’s final acceptance of the portion of work for which a separate price is stated in the specifications for the Construction Project.

**e.** Upon acceptance of final payment and for other good and valuable consideration, Contractor shall release and forever discharge City, its officers, agents, and employees of and from any and all claims, demands, actions, causes of action, obligations, and liabilities of every kind

and character whatsoever, in law and in equity, whether now known or in the future discovered, arising from or related to this Agreement or the Construction Project that Contractor may have or assert against City, its officers, agents, and employees.

**6. Inspection and Testing:**

**a.** City has the right to inspect and test any and all work performed by Contractor on the Construction Project. Contractor shall allow City and its agents access to the Construction Project at all times and shall provide every reasonable facility for the purpose of such inspection and testing, including temporarily discontinuing portions of the work or uncovering or taking down portions of the finished work.

**b.** Contractor is exclusively responsible for ensuring that the work contemplated under this Agreement strictly complies with the Agreement terms and conditions, acceptable engineering practices, State requirements, applicable laws and building and safety codes, and other applicable standards.

**c.** Any City inspections and testing are not an endorsement of the work contemplated under this Agreement. Any inspection and testing performed by the City and its agents is for the sole benefit of the City and shall not relieve the Contractor of its duties, responsibilities, and obligations set forth in this Agreement. City's inspection and testing shall not be deemed or considered acceptance by the City of any portion of the Construction Project. City's inspection and testing shall not serve to nullify, amend, or waive any warranties provided by the Contractor under this Agreement.

**d.** Contractor shall, without charge, replace any material or correct any work found by the City or its agents to be defective or otherwise not in compliance with the terms and conditions of this Agreement. The determination of defective and non-compliant Work and identification of replacement or repairs necessary to meet the Contract Document requirements shall be made in the City's sole discretion. In the event Contractor fails to replace or correct any defective work or materials after reasonable written notice by the City to do so, the City may take such corrective action, either with its own materials and employees or by retaining any third party to do so, and deduct the cost and expense of such corrective action from the Contractor's compensation.

**7. Partial Utilization of Construction Project:** City shall have the right to use or occupy any portion of the Construction Project that City and Contractor mutually agree is substantially completed and constitutes a separately functioning and usable part of the Construction Project for its intended purpose without significant interference with Contractor's performance of the remaining portions of the Construction Project. In the event City takes possession of any portion of the Construction Project, such possession shall not be deemed an acceptance of the Construction Project, in whole or in part. Contractor shall still be required to conduct any final testing of the portions in the possession of the City. City's use of any portion of the Construction Project shall not be grounds for extensions of any construction deadlines or a change in the Contractor's compensation. Contractor's warranties shall run from the completion of the total Construction Project and not from the date the City may take possession of selected portions of the Construction Project.

**8. Related Work at the Site:** Nothing in this Agreement shall prevent or preclude City, through its own employees or by contract with any third party, from performing other work related to the Construction Project at the construction site; provided such related work is not otherwise addressed in this Agreement and provided such related work does not otherwise interfere with Contractor's performance of this Agreement or the completion of the Construction Project. Contractor shall afford any City employee, agent or representative, or any third party under contract with the City to perform the related work, proper and safe access to the construction site, a reasonable opportunity for the introduction and storage of materials and equipment, the opportunity to perform the related work, and shall properly coordinate the Contractor's work on the Construction Project with the related work.

**9. Contractor's Warranties:** Contractor represents and warrants as follows:

**a.** Unless otherwise specified by the terms of this Agreement, all materials and equipment installed by Contractor on the Construction Project must be new and, where not otherwise specified, of the most suitable grade for their intended uses.

**b.** All workmanship and materials shall be of a kind and nature acceptable to the City.

**c.** All equipment, materials, and labor provided to, on, or for the Construction Project must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work on the Construction Project and ending two (2) years from the final completion and acceptance by the City of the Construction Project, regardless of whether such equipment, materials, or labor were supplied directly by Contractor or indirectly by Contractor's subcontractors or suppliers. Other express warranties on materials that provide for a warranty period longer than two years apply for the period of that express warranty and are not reduced by this provision. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

**d.** Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

**e.** Contractor shall prosecute the completion of the Construction Project under the terms of this Agreement and Contractor, or its duly authorized representative assigned to serve as the Construction Project Manager, shall be personally present at the site of the Construction Project during working hours for the term of this Agreement until the completion of the Construction Project.

**f.** Contractor shall maintain an office at the site of the Construction Project and shall have a complete, accurate, and up-to-date set of construction plans, drawings, and specifications at that office at all times. The office may be a mobile facility or vehicle.

**g.** Contractor has examined all available records and made field examinations of the site of the Construction Project. Contractor has knowledge of the field conditions to be encountered during the Construction Project. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

**h.** Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

**i.** All work must be performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss.

**j.** Contractor is responsible for any loss or damage to materials, tools, or other articles used or held for use in the completion of performance of the Construction Project.

**k.** Contractor's performance must be without damage or disruption to any other work or property of the City or of others and without interference with the operation of existing machinery or equipment.

**l.** Title to all work, materials, and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Construction Project or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

**10. Delays and Extensions of Time:** If Contractor's performance of this Agreement is prevented or delayed by any unforeseen cause beyond the control of the Contractor, including acts or omissions of the City, Contractor shall, within ten (10) days of the commencement of any such delay, give the City written notice thereof. Further, Contractor shall, within ten (10) days of the termination of such delay, give the City written notice of the total actual duration of the delay. If the City is provided with these required notices and if the City determines that the cause of the delay was not foreseeable, was beyond the control of the Contractor, and was not a result of the fault or negligence of the Contractor, then the City will determine the total duration of the delay and extend the time for performance of the Agreement accordingly. Unless the delay is caused by the intentional interference of the City with the Contractor's performance, Contractor shall make no claim for damages or any other claim other than for an extension of time as herein provided by reason of any delays. Overtime Costs identified in the Special Provisions are still applicable.

**11. Suspension:**

**a.** The City may, by written notice to the Contractor and at its convenience for any reason, suspend the performance of all or any portion of the work to be performed on the Construction Project ("Notice of Suspension"). The Notice of Suspension shall set forth the time

of suspension, if then known to the City. During the period of suspension, Contractor shall use its best efforts to minimize costs associated with the suspension.

**b.** Upon Contractor's receipt of any Notice of Suspension, unless the notice requires otherwise, Contractor shall: **(1)** immediately discontinue work on the date and to the extent specified in the Notice of Suspension; **(2)** place no further orders or subcontracts for materials, services, or equipment; **(3)** upon terms satisfactory to City promptly make every reasonable effort to obtain suspension of all orders, subcontracts, and rental agreements to the extent that they relate to the performance of the work suspended; and **(4)** continue to protect and maintain the Project, including those portions on which work has been suspended.

**c.** As compensation for the suspended work, Contractor will be reimbursed for the following costs, reasonably incurred, without duplication of any item, and to the extent that such costs directly resulted from the suspension: **(1)** a standby charge paid during the period of suspension which will be sufficient to reasonably compensate Contractor for keeping, to the extent required in the Notice of Suspension, Contractor's organization and equipment committed to the Project in standby status; **(2)** all reasonably incurred costs for the demobilization of Contractor's and subcontractor's crews and equipment; **(3)** an equitable amount to reimburse Contractor for the cost to protect and maintain the Project during the period of suspension; and **(4)** an equitable adjustment in the cost of performing the remaining portion of the work post-suspension if, as a direct result of the suspension, the cost to Contractor of subsequently performing the remaining work on the Construction Project has increased or decreased.

**d.** Upon receipt of written notice by the City to resume the suspended work ("Notice to Resume Work"), Contractor shall immediately resume performance of the suspended work as to the extent required in the Notice to Resume Work. Any claim by Contractor for time or compensation described in Section 11(c) shall be made within fifteen (15) days after receipt of the Notice to Resume Work and Contractor shall submit a revised Construction Schedule for the City's review and approval. Contractor's failure to timely make such a claim shall result in a waiver of the claim.

**e.** No compensation described in Section 11(c) shall be paid and no extension of time to complete the Construction Project shall be granted if the suspension results from Contractor's non-compliance with or breach of the terms or requirements of this Agreement.

## **12. Termination for Contractor's Fault:**

**a.** If Contractor refuses or fails to timely do the work, or any part thereof, or fails to perform any of its obligations under this Agreement, or otherwise breaches any terms or conditions of this Agreement, the City may, by written notice, terminate this Agreement and the Contractor's right to proceed with all or any part of the Construction Project ("Termination Notice Due to Contractor's Fault"). The City may then take over the Construction Project and complete it, either with its own resources or by re-letting the contract to any other third party, and may immediately take possession of and use such materials, appliances, tools, and equipment as may be on the site and which may be necessary for the completion of the Construction Project.

**b.** In the event of a termination pursuant to this Section 12, Contractor shall be entitled to payment only for those services that Contractor has actually rendered. In the case of a lump sum or unit price contract, Contractor shall not be entitled to any further payment until the Construction Project has been completed. Upon completion of the Construction Project, if the unpaid balance of the Contractor's compensation exceeds the cost to the City of completing the work, including all costs paid to any subcontractors or third parties retained by the City to complete the Construction Project and all administrative costs resulting from the termination ("City's Cost for Completion"), such excess shall be paid to the Contractor. If the City's Cost for Completion exceeds the unpaid balance of the Contractor's compensation, then Contractor and its sureties shall be liable for and shall pay the difference, plus interest at the rate applicable to court judgments, to the City.

**c.** Any termination provided for by this Section 12 shall be in addition to any other remedies to which the City may be entitled under the law or at equity.

**d.** In the event of termination under this Section 12, Contractor shall, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

### **13. Termination for City's Convenience:**

**a.** Should conditions arise which, in the sole opinion and discretion of the City, make it advisable to the City to cease work on the Construction Project, City may terminate this Agreement by written notice to Contractor ("Notice of Termination for City's Convenience"). The termination shall be effective in the manner specified in the Notice of Termination for City's Convenience and shall be without prejudice to any claims that the City may otherwise have against Contractor.

**b.** Upon receipt of the Notice of Termination for City's Convenience, unless otherwise directed in the Notice, the Contractor shall immediately cease work on the Construction Project, discontinue placing orders for materials, supplies, and equipment for the Construction Project, and make every reasonable effort to cancel all existing orders or contracts upon terms satisfactory to the City. Contractor shall do only such work as may be necessary to preserve, protect, and maintain work already completed, in progress, or in transit to the construction site.

**c.** In the event of a termination pursuant to this Section 13, Contractor is entitled to payment only for those services that Contractor has actually rendered and materials actually purchased or which Contractor has made obligations to purchase on or before the receipt of the Notice of Termination for City's Convenience, and reasonably incurred costs for demobilization of Contractor's and any subcontractor's crews. It is agreed that any materials that City is obligated to purchase from Contractor will remain the City's sole property.

**d.** The compensation described in Section 13(c) is the sole compensation due to Contractor for its performance of this Agreement. Contractor shall, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost

productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

**14. Limitation on Contractor's Damages; Time for Asserting Claim:**

**a.** In the event of a claim for damages by Contractor under this Agreement, Contractor's damages shall be limited to contract damages and Contractor hereby expressly waives any right to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature or kind.

**b.** In the event Contractor asserts a claim for damages of any kind or nature, Contractor shall provide City with written notice of its claim, the facts and circumstances surrounding and giving rise to the claim, and the total amount of damages sought by the claim, within ten (10) days of the occurrence of the facts and circumstances giving rise to the claim. In the event Contractor fails to provide such notice, Contractor shall waive all rights to assert such claim.

**15. Representatives:**

**a. City's Representative:** The City's Representative for the purpose of this Agreement shall be **Steve Herrig, Parks & Rec Director** or such other individual as City shall designate in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission shall be directed to City's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when City's Representative is not available, Contractor may direct its communication or submission to other designated City personnel or agents and may receive approvals or authorization from such persons.

**b. Contractor's Representative:** The Contractor's Representative for the purpose of this Agreement shall be **Judy Ann Castro-Ornelas** or such other individual as Contractor shall designate in writing. Whenever direction to or communication with Contractor is required by this Agreement, such direction or communication shall be directed to Contractor's Representative; provided, however, that in exigent circumstances when Contractor's Representative is not available, City may direct its direction or communication to other designated Contractor personnel or agents.

**16. Locating Underground Facilities:** If City personnel assume responsibility for locating any underground facilities, this fact shall be noted in writing prior to commencement of such location work. Otherwise, Contractor shall be solely responsible for obtaining and determining the location of any underground facilities, including but not limited to, the location of any pipelines or utility supply, delivery, or service lines in accordance with the provisions of §69-4-501, et seq., MCA. Contractor shall make every effort to avoid damage to underground facilities and shall be solely responsible for any damage that may occur.

**17. Permits:** Contractor shall provide all notices, comply with all applicable laws, ordinances, rules, and regulations, obtain all necessary permits, licenses, and inspections from applicable governmental authorities, pay all fees and charges in connection therewith, and perform all surveys and locations necessary for the timely completion of the Construction Project.

**18. Ownership of Documents; Indemnification:** All plans, designs, drawings, specifications, documents, sample results and data, in whatever medium or format, originated or prepared by or for Contractor in contemplation of, or in the course of, or as a result of this Agreement or work on the Construction Project, shall be promptly furnished to the City (“City Documents and Information”). All City Documents and Information shall be the exclusive property of the City and shall be deemed to be works-for-hire. Contractor hereby assigns all right, title, and interest in and to the City Documents and Information, including but not limited to, all copyright and patent rights in and to the City Documents and Information. Neither party grants to the other any express or implied licenses under any patents, copyrights, trademarks, or other intellectual property rights, except to the extent necessary to complete its obligations to the other under this Agreement.

**19. Laws and Regulations:** Contractor shall comply fully with all applicable federal, state, and local laws, regulations, and ordinances including, but not limited to, all workers’ compensation laws, all environmental laws including, but not limited to, the generation and disposal of hazardous waste and storm water discharge, the Occupational Safety and Health Act (OSHA), the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA, all applicable City, County, and State building and electrical codes, the Americans with Disabilities Act, and all non-discrimination, and utilization of minority and small business statutes and regulations.

**20. Non-discrimination in Hiring:** All hiring by Contractor and subcontractors of persons performing work for Contractor will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law. The Contractor shall require these nondiscrimination terms of its subcontractors providing services under this Agreement.

**21. Intoxicants; DOT Drug and Alcohol Regulations:** Contractor shall not permit or allow the introduction or use of any intoxicants, including alcohol or illegal drugs, upon the site of the Construction Project. Contractor acknowledges it is aware of and shall comply with its responsibilities and obligations under the U.S. Department of Transportation (DOT) regulations governing anti-drug and alcohol misuse prevention plans and related testing. City shall have the right to request proof of such compliance and Contractor shall be obligated to furnish such proof.

**22. Labor Relations:**

**a.** Contractor shall post a legible statement of all wages and fringe benefits to be paid to the Contractor’s employees and the frequency of such payments (i.e., hourly wage employees shall be paid weekly). Such posting shall be made in a prominent and accessible location at the site of the Construction Project and shall be made no later than the first day of work. Such posting shall be removed only upon the final completion of the Construction Project and the termination of this Agreement.



**b.** As required by §18-2-403, MCA, in performing the terms and conditions of this Agreement and the work on the Construction Project, Contractor shall give preference to the employment of bona fide residents of Montana, , as such term is defined by §18-2-401(1), MCA, and the Administrative Rules of Montana, including but not limited to A.R.M. 24.17.147, obliging Contractor to hire 50% bona fide Montana residents, excluding projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law. When making assignments of work, Contractor shall use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned.

**c.** Pursuant to §§18-2-403 and 18-2-422, MCA, Contractor shall pay wages, benefits, and expenses as set forth on **Exhibit F**, Contractor's Rates of Wages, Benefits, and Expenses, attached hereto. Contractor shall pay all hourly wage employees on a weekly basis. Violation of the requirements set forth on **Exhibit F** may subject the Contractor to the penalties set forth in §18-2-407, MCA. Contractor shall maintain payroll records and, upon City's request, provide certified copies to the City. Contractor shall maintain such payroll records during the term of this Agreement, the course of the work on the Construction Project, and for a period of three (3) years following the date of final completion of the Construction Project and termination of this Agreement.

**d.** In the event that, during the term of this Agreement and throughout the course of Contractor's performance of the Construction Project, any labor problems or disputes of any type arise or materialize which in turn cause any work on the Construction Project to cease for any period of time, Contractor specifically agrees to take immediate steps, at its own expense and without expectation of reimbursement from City, to alleviate or resolve all such labor problems or disputes. The specific steps Contractor shall take to resume work on the Construction Project shall be left to the discretion of Contractor; provided, however, that Contractor shall bear all costs of any related legal action. Contractor shall provide immediate relief to the City so as to permit the work on the Construction Project to resume and be completed within the time frames set forth in the Construction Schedule at no additional cost to City.

**e.** Contractor shall indemnify, defend, and hold the City harmless from any and all claims, demands, costs, expenses, damages, and liabilities arising out of, resulting from, or occurring in connection with any labor problems or disputes or any delays or stoppages of work associated with such problems or disputes.

### **23. Subcontractors:**

**a.** Contractor may employ subcontractors for any work on the Construction Project. Contractor shall provide City with a list of all subcontractors employed and require that all subcontractors are appropriately licensed to work in the City of Great Falls.

**b.** Contractor remains fully responsible for the acts and omissions of any subcontractor, just as Contractor is for its own acts and omissions, and Contractor shall remain fully responsible and liable for the timely completion of the Construction Project.

c. Contractor is solely liable for any and all payments to subcontractors. Contractor shall hold all payments received from the City in trust for the benefit of subcontractors, and all such payments shall be used to satisfy obligations of the Construction Project before being used for any other purpose. Contractor shall make any payments due to any subcontractor within seven (7) days of Contractor's receipt of payment, including a proportional part of the retainage Contractor has received from the City. In the event of a dispute regarding any subcontractor's invoice, Contractor shall promptly pay the undisputed amount to the subcontractor and notify the subcontractor in writing of the amount in dispute and the reasons for the dispute. Any withholding of payment must comply with the requirements of §28-2-2103, MCA. In the event Contractor is unwilling or unable to make timely and proper payment to any subcontractor, City may elect to withhold any payment otherwise due to Contractor and upon seven (7) days' written notice to Contractor, may pay subcontractor by direct or joint payment.

**24. Indebtedness and Liens:** Before City may make any final payment to Contractor, Contractor shall furnish City with satisfactory proof that there are no outstanding debts or liens in connection with the Construction Project. If the Contractor allows any indebtedness to accrue to subcontractors or others during the progress of the work, and fails to pay or discharge the same within five (5) days after demand, then City may either withhold any money due to Contractor until such indebtedness is paid or apply the same toward the discharge of the indebtedness. If any lien or claim is filed or made by any subcontractor, material supplier, or any other person, the Contractor shall immediately notify the City and shall cause the same to be discharged of record within thirty (30) days after its filing.

**25. Hazard Communication:** Contractor shall comply with all hazard communication requirements dictated by the Environmental Protection Agency, the Montana Departments of Environmental Quality and Agriculture, OSHA, Hazard Communications Standard, 29 CFR 1910.1200, and applicable City ordinances. Contractor shall supply a chemical list, the associated safety data sheets (SDS), and other pertinent health exposure data for chemicals that the Contractor's, subcontractor's or the City's employees may be exposed to while working on City property during the course of the Construction Project. One copy of this documentation must be delivered to City to the attention of the City's Representative. This documentation must be delivered before work involving these chemicals may commence.

**26. Accounts and Records:** Except as provided to the contrary herein, during the term of this Agreement and for two (2) years following the City's final acceptance of the Construction Project, Contractor shall maintain accounts and records related to the Construction Project. Upon reasonable notice, City shall have the right to inspect all such accounts and records, including but not limited to, Contractor's records, books, correspondence, instructions, drawings, specifications, field and site notes, receipts, invoices, bills, contracts, or other documents relating to the Construction Project.

**27. Indemnification; Insurance; Bonds:**

a. Contractor agrees to release, defend, indemnify, and hold harmless the City, its agents, representatives, employees, and officers (collectively referred to for purposes of this Section as the City) from and against any and all claims, demands, actions, fees and costs (including attorney's

fees and the costs and fees of and expert witness and consultants), losses, expenses, liabilities (including liability where activity is inherently or intrinsically dangerous) or damages of whatever kind or nature connected therewith and without limit and without regard to the cause or causes thereof or the negligence of any party or parties that may be asserted against, recovered from or suffered by the City occasioned by, growing or arising out of or resulting from or in any way related to: (i) the negligent, reckless, or intentional misconduct of the Contractor; (ii) any negligent, reckless, or intentional misconduct of any of the Contractor's agents; or (iii) the negligent, reckless, or intentional misconduct of any other third party.

**b.** Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the indemnitee(s) which would otherwise exist as to such indemnitee(s).

**c.** Contractor's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City.

**d.** Should any indemnitee described herein be required to bring an action against the Contractor to assert its right to defense or indemnification under this Agreement or under the Contractor's applicable insurance policies required below the indemnitee shall be entitled to recover reasonable costs and attorney fees incurred in asserting its right to indemnification or defense but only if a court of competent jurisdiction determines the Contractor was obligated to defend the claim(s) or was obligated to indemnify the indemnitee for a claim(s) or any portion(s) thereof.

**e.** In the event of an action filed against City resulting from the City's performance under this Agreement, the City may elect to represent itself and incur all costs and expenses of suit.

**f.** Contractor also waives any and all claims and recourse against the City or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except responsibility for its own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent, according to 28-2-702, MCA.

**g.** These obligations shall survive termination of this Agreement and the services performed hereunder.

**h.** In addition to and independent from the above, Contractor shall at Contractor's expense secure insurance coverage through an insurance company or companies duly licensed and authorized to conduct insurance business in Montana which insures the liabilities and obligations specifically assumed by the Contractor in this Section. The insurance coverage shall not contain any exclusion for liabilities specifically assumed by the Contractor in subsection (a) of this Section. The insurance shall cover and apply to all claims, demands, suits, damages, losses, and expenses that may be asserted or claimed against, recovered from, or suffered by the City without limit and without regard to the cause therefore and which is acceptable to the City and Contractor shall

furnish to the City an accompanying certificate of insurance and accompanying endorsements in amounts not less than as shown on Exhibit G.

**i.** Contractor shall maintain those insurances as may be required by City as set forth on The attached **Exhibit G**, Required Insurance Coverage, and Contractor shall provide City with proof of such insurance coverage within ten (10) days following execution of this Agreement and at least annually thereafter during the term of the Project. Contractor shall notify City thirty (30) days prior to the expiration of any such required insurance coverage and shall ensure such required insurance coverage is timely renewed during the term of this Agreement so that there is no lapse in coverage during Contractor's performance of this Agreement. Contractor shall further notify City within two (2) business days of Contractor's receipt of notice that any required insurance coverage will be terminated or Contractor's decision to terminate any required insurance coverage for any reason. Each required insurance coverage must name the City and its representatives, including but not limited to the architect and engineer, as additional insureds using a substantially similar or identical to the Additional Insured Endorsement example as set forth in **Exhibit G**.

**j.** Contractor shall maintain those security guarantees set forth on the attached **Exhibit H**, Required Bonds.

**28. Taxes:** Contractor is obligated to pay all taxes of any kind or nature and make all appropriate employee withholdings. Contractor understands that all contractors or subcontractors working on a publicly funded project are required to pay or have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Eighty Thousand Dollars (\$80,000) or more. This license fee is paid to the Montana Department of Revenue.

**29. Dispute Resolution:**

**a.** Any claim, controversy, or dispute between the parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each party duly authorized to execute settlement agreements. Upon mutual agreement of the parties, the parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions.

**b.** If the parties are unable to resolve the dispute within thirty (30) days from the date the dispute was first raised, then such dispute shall be resolved in a court of competent jurisdiction in compliance with the Applicable Law provisions of this Agreement.

**30. Survival:** Contractor's indemnification and warranty obligations shall survive the termination or expiration of this Agreement for the maximum period allowed under applicable law.

**31. Headings:** The headings used in this Agreement are for convenience only and are not to be construed as a part of the Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

32. **Waiver**: A waiver by City of any default or breach by Contractor of any covenants, terms, or conditions of this Agreement does not limit City's right to enforce such covenants, terms, or conditions or to pursue City's rights in the event of any subsequent default or breach.
33. **Severability**: If any portion of this Agreement is held to be void or unenforceable, the balance thereof shall continue in effect.
34. **Applicable Law**: The parties agree that this Agreement is governed in all respects by the laws of the State of Montana and the parties expressly agree that venue will be in Cascade County, Montana, and no other venue.
35. **Binding Effect**: This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the parties.
36. **Amendments**: This Agreement may not be modified, amended, or changed in any respect except by a written document signed by all parties.
37. **No Third-Party Beneficiary**: This Agreement is for the exclusive benefit of the parties, does not constitute a third-party beneficiary agreement, and may not be relied upon or enforced by a third party.
38. **Counterparts**: This Agreement may be executed in counterparts, which together constitute one instrument.
39. **Assignment**: Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. No assignment will relieve Contractor of its responsibility for the performance of the Agreement and the completion of the Construction Project. Contractor may not assign to any third party other than Contractor's subcontractors on the Construction Project, the right to receive monies due from City without the prior written consent of City.
40. **Authority**: Each party represents that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to sign this Agreement.
41. **Independent Contractor**: The parties agree and acknowledge that in the performance of this Agreement and the completion of the Construction Project, Contractor shall render services as an independent contractor and not as the agent, representative, subcontractor, or employee of the City. The parties further agree that all individuals and companies retained by Contractor at all times will be considered the agents, employees, or independent contractors of Contractor and at no time will they be the employees, agents, or representatives of the City. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.
42. **Agreement Documents**: All work on the Construction Project shall be performed by Contractor in accordance with all of the terms and conditions of this Agreement, the Scope of

Work, Special Provisions, and all Exhibits attached hereto, which Exhibits consist of the following documents and are incorporated herein by this reference:

- Exhibit A: Scope of Work
- Exhibit B: City Supplied Materials
- Exhibit C: Construction Schedule
- Exhibit D: Compensation Schedule
- Exhibit E: Change of Work Specifications
- Exhibit F: Contractor's Rates of Wages, Benefits, and Expenses
- Exhibit G: Required Insurance Coverage
- Exhibit H: Required Bonds

43. **Integration:** This Agreement and all Exhibits attached hereto constitute the entire agreement of the parties. Covenants or representations not contained therein or made a part thereof by reference, are not binding upon the parties. There are no understandings between the parties other than as set forth in this Agreement. All communications, either verbal or written, made prior to the date of this Agreement are hereby abrogated and withdrawn unless specifically made a part of this Agreement by reference.

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

**CITY OF GREAT FALLS, MONTANA**

**CONTRACTOR:  
INTERNATIONAL FOAM PROS**

By: \_\_\_\_\_  
Print Name: Gregory T. Doyon  
Print Title: City Manager  
Date:

By: Judy Ann Castro-Ornelas  
Print Name: Judy Ann Castro-Ornelas  
Print Title: Owner  
Date:

**ATTEST:**

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

(SEAL OF THE CITY)

**\* APPROVED AS TO FORM:**

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

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

### Exhibit A

## Scope of Work

International Foam Pros 132 Lakecreek Dr. New Braunfels, Texas 78130 infoampros@aol.com 210-387-5281		<h1>Invoice</h1>	
		<b>Number</b> 1076	<b>Date</b> 3/4/2024
<b>Bill To</b> City of Great Falls 1700 River Dr. North Great Falls, MT 59403		<b>Ship To</b> City of Great Falls 1700 River Dr. North Great Falls, MT 59403	
<b>PO Number</b>	<b>Terms</b> DUE UPON COMPLETION	<b>Project</b> Flowrider Proposal	
<b>Description</b>	<b>Quantity</b>	<b>Price</b>	<b>Amount</b>
Jobsite reviewed	1	\$1,000.0	\$1,000.00
<b>Amount Paid</b> \$0.00		<b>Discount</b> \$0.00	
<b>Amount Due</b> \$1,000.00		<b>Shipping Cost</b> \$0.00	
		<b>Sub Total</b> \$1,000.00	
		<b>Total</b> \$1,000.00	



International Foam Pros  
132 Lakecreek Dr.  
New Braunfels, Texas 78130  
infoampros@aol.com  
210-387-5281

# Estimate

<b>Number</b>	E155
<b>Date</b>	3/4/2024

**Bill To**

City of Great Falls  
1700 River Dr. North  
Great Falls, MT 59403

**Ship To**

City of Great Falls  
1700 River Dr. North  
Great Falls, MT 59403

PO Number	Terms	Project
	50% deposit-remainder upon completio	Flowrider resurfaced

Description	Quantity	Price	Amount
Tear Down Existing Foam Slides, Resurface with new 1" foam, Foam coating, Top Coating.	1.00	\$127,900.00 0.00	\$127,900.00
5 man crew estimated at 3 weeks			
1600 Sf New foam with 700 sf recoating exit area color light blue			

<b>Amount Paid</b>	\$0.00
<b>Amount Due</b>	\$127,900.00

<b>Discount</b>	\$0.00
<b>Shipping Cost</b>	\$0.00
<b>Sub Total</b>	\$127,900.00

<b>Total</b>	\$127,900.00
--------------	--------------

## **Exhibit B**

### **City Supplied Materials**

Once the foam is pulled up, the City will address any concrete issues as quickly as possible to keep the contractor moving forward with the project. Concrete issues will not be the responsibility of the contractor.

## **Exhibit C**

### **Construction Schedule**

Contractor has 30 days to complete the project (weather permitting), upon issuance of the Notice to Proceed.

## Exhibit D

### Compensation Schedule

Contractor shall not demand or be entitled to receive payment for any work on the Construction Project, in whole or in part, except in the manner set forth herein.

### Monthly Progress Payments

**A.** After the commencement of work on the Construction Project, the Contractor may request monthly progress payments by submitting a written Application for Payment to the City during each successive calendar month, with a copy to the project architect or engineer. The Application for Payment must be based upon the actual or estimated percentage of work completed and materials supplied on the Construction Project prior to the date of the Application and shall be filled out and signed by the Contractor. Contractor shall attach all supporting documentation to the Application to verify that the work claimed in the Application has been completed. Only one Application for Payment may be submitted within a calendar month.

**B.** Beginning with the second Application for Payment, each Application shall also include an affidavit signed by the Contractor stating that all previous monthly progress payments received have been applied on account to discharge Contractor's obligations associated with the prior Applications for Payment.

**C.** City and its architect or engineer shall promptly review all Applications for Payment and, within twenty-one (21) days after receipt of each Application, determine whether a progress payment should be disapproved in whole or in part. An Application for Payment is considered to have been received when it is submitted to City's Representative and is considered approved unless prior to the expiration of the 21 day period the City or its architect or engineer provides the Contractor with a written statement containing specific items that are being disapproved. A progress payment or any portion may be disapproved upon a claim of: **(1)** unsatisfactory job progress; **(2)** failure to remedy defective construction work or materials; **(3)** disputed work or materials; **(4)** failure to comply with provisions of this Agreement, drawings, plans, specifications for the Construction Project, or other required documents, including but not limited to, payroll certifications, insurance coverage, bonding, lien releases, warranties, material certifications, and test data; **(5)** failure of Contractor to make timely payment for claims including, but not limited to claims for labor, equipment, materials, subcontracts, taxes, fees, professional services, rent, and royalties; **(6)** damages to the City; **(7)** the existence of reasonable evidence that the Agreement cannot be completed for the unpaid balance of the Agreement's Compensation; and **(8)** Contractor's non-compliance with applicable federal, state, and local laws, rules, regulations, and ordinances.

**D.** The City will furnish Contractor a written statement specifying a reason for disapproval that is listed in Section C above for which approval of the Application for Payment or a portion thereof is being withheld. If the City disapproves only a portion of an Application for Payment, the remainder of the Application for Payment is considered approved.

**E.** If the City approves a monthly progress payment, the City shall withhold the five percent (5%) Retainage Amount from the total payment requested in the Application for Payment and may withhold an amount that is sufficient to pay the direct expenses that the City may reasonably expect will be necessary to correct any claim based on the eight (8) items set out in Section C above. City shall tender the balance of the approved monthly progress payment to Contractor within fourteen (14) days following the approval.

**F.** Contractor understands that the Montana Public Contractors' Gross Receipts Tax requires all contractors or subcontractors working on a publicly funded project to pay or have withheld from earnings one percent (1%) of the gross contract price if the public contract price, including subcontracts attached thereto, is Eighty Thousand Dollars (\$80,000) or more. If required, the City will withhold this tax from any payment made to Contractor and will remit the amount withheld to the Montana Department of Revenue. Contractor must withhold the tax from payments made to subcontractors by Contractor.

**G.** City's approval of any progress payment shall not operate as City's acceptance of any portion of the Construction Project as complete or free of defects or nonconformities, nor shall it operate as a waiver of Contractor's obligations under the Agreement including, but not limited to, Contractor's testing and warranty obligations.

### **Final Payment**

**A.** Upon completion of the Construction Project, Contractor shall submit an Application for Final Payment to the City, with a copy to the project architect or engineer, seeking payment of the remaining balance of Contractor's compensation, including all retainage amounts. Contractor shall attach all supporting documentation and receipts to the Application for Final Payment to verify that the Construction Project has been fully and finally completed in compliance with all terms and conditions of the Agreement, including complete and legally effective releases or waivers of all liens or encumbrances that have been filed against the Construction Project, and a consent from all of Contractor's sureties to final payment. In addition, Contractor shall include an affidavit signed by the Contractor stating that all previous monthly progress payments received have been applied on account to discharge Contractor's obligations associated with the Construction Project and that the prior Applications for Payment and all claims asserted by any person arising from or related to the Construction Project have been settled or satisfied. In the event any claims have not been settled or satisfied, the Affidavit shall contain a complete listing of such claims, the name and address of each person making a claim, the facts and circumstances surrounding each claim, the amount of each claim, and the efforts made to date by Contractor to resolve, settle or satisfy each claim.

**B.** City and its architect or engineer shall promptly review the Application for Final Payment and, within twenty-one (21) days after receipt of the request, determine whether it should be disapproved in whole or in part. An Application for Final Payment is considered to have been received when it is submitted to City's Representative and is considered approved unless the City or its architect or engineer provides the Contractor with a written statement containing specific items that are being disapproved prior to the expiration of the 21-day period. A final payment or any portion may be disapproved upon a claim of: **(1)** unsatisfactory job progress; **(2)** after City's

final inspection of the Construction Project, Contractor has not completed all punch list items and failed to remedy defective construction work or materials; **(3)** disputed work or materials; **(4)** failure to comply with provisions of this Agreement, drawings, plans, specifications for the Construction Project, or other required documents including, but not limited to, payroll certifications, insurance coverage, bonding, lien releases, warranties, material certifications, and test data; **(5)** failure of Contractor to make timely payment for claims including, but not limited to, claims for labor, equipment, materials, subcontracts, taxes, fees, professional services, rent, and royalties; **(6)** liens or claims which have been filed or brought against Contractor or the City related to the Construction Project, or any such claims have not been properly documented in Contractor's Affidavit; **(7)** damage to the City; **(8)** Contractor has not delivered all maintenance and operating instructions, marked-up record documents, as-builts, and any other documents relating to the Construction Project as required by City; and **(9)** the Contractor is not in compliance with applicable federal, state, and local laws, rules, and ordinances and has not remedied the noncompliance.

**C.** The City will furnish Contractor a written statement specifying a reason for disapproval that is listed in Section B above for which approval of the Application for Final Payment or a portion thereof is being withheld. If the City disapproves only a portion of an Application for Payment, the remainder of the Application for Payment is considered approved.

**D.** Final payment is due and payable within fourteen (14) days of City's approval, but City may withhold an amount that is sufficient to pay the direct expenses that the City may reasonably expect will be necessary to correct any claim based on the nine (9) items set out in Section B above and any tax withholding required by law.

## Exhibit E

### Change of Work Specifications

**A.** City may, at any time or from time to time, order changes, additions, deletions, or revisions to the work on the Construction Project by submitting a written Change Order to Contractor. Upon receipt and City approval of any Change Order, Contractor shall comply with the terms of the changed work as reflected in the Change Order.

**B.** City and Contractor shall negotiate in good faith for an agreement as to any increase or decrease in the Contractor's compensation that results from any Change Order. The increased or decreased Contractor's compensation shall be set forth in the Change Order and both the City and the Contractor shall sign the Change Order as an indication of their respective acceptance of the changes and modifications to the Agreement. In the event the City and Contractor are unable to agree upon the increase or decrease in Contractor's compensation resulting from any Change Order, such increase or decrease shall be determined as follows:

**1.** increases to Contractor's compensation shall be calculated as follows and shall be evidenced by Contractor's submission to the City of its actual supporting documentation including time slips/cards, invoices, and receipts:

- a.** by unit prices otherwise set forth in the Agreement or subsequently agreed upon;
- b.** by an agreed upon lump sum; or
- c.** by the cost of the work and an agreed upon mark-up for Contractor's overhead and profit, with the costs of the work determined as follows:

**(i)** The Contractor shall be paid the actual gross wage rates, without any deductions, withholding, or overhead, paid for all labor and foremen assigned exclusively to performing the Change Order work, for the total recorded hours, in addition to a surcharge not to exceed 80% the total gross wage rates. The gross wage rates shall include travel pay, if applicable, however may not include fringe benefits, whether or not paid directly to the employees. Payment as described above will consist of full compensation for all labor related expenses incurred including but not limited to premiums for workers compensation insurance, Contractors liability and property damage insurance, social security taxes, unemployment compensation, health and welfare expenses, small tools and equipment not otherwise classified under heavy equipment and other expenses imposed by federal or state laws or both. Only labor included in certified payrolls will be eligible. The gross wage rates for Change Order work will be those which are listed on the certified payroll.

(ii) Contractor's actual cost of materials, including actual transportation costs, for all materials supplied by Contractor.

(iii) Costs for the use of heavy equipment and the transportation of the same. Such costs shall be the actual rental fees incurred for the use of the heavy equipment and the actual costs of transporting such heavy equipment to and from the site of the Construction Project. Contractor owned equipment rates shall be in accordance with the latest edition of RSMeans - Costs in compliance with the contract prevailing wage rates. Operator/labor costs shall be paid in accordance with (i) above.

(iv) Contractor's fee for overhead, profit, bonds, insurance, all related administrative fees, management costs, and taxes as described in section 28: (1) shall be no greater than 15% of the total labor, material and equipment costs incurred under paragraphs B.1.c.(i-iii); plus (2) may include up to a 5% markup of the total Subcontractor fees; Subcontractors and each lower tier contractor may apply a 15% markup to their individual costs as described in paragraph B.1. above.

(v) All cost of the work Change Order efforts will be accounted for daily. The City's field representative will prepare daily reports. Daily report sheets shall be the true record of additional work.

(vi) Contractor shall submit statements for the Change Order work including material invoices and freight bills, applicable certified payrolls, and equipment rental rates.

**Or,**

**2.** decreases to Contractor's compensation shall be determined by the City's good faith estimate. If Contractor disagrees with such good faith estimate, Contractor can avail itself of the Dispute Resolution provisions set forth in the Agreement. Engineer approved materials, testing and reports, inspections, certifications and all requirements of the Technical Specifications which are not provided or performed by the Contractor will be grounds for a decrease in Contractor compensation. If activity is specifically included in the approved Schedule of Values, Owner's credit shall be equal to the value established by the Contractor and approved by the Engineer in the Schedule of Values.

**C.** Except for minor modifications in the work not involving an increase of costs or Contractor's compensation and not inconsistent with the purposes of the work required by the Agreement, and except in an emergency situation which endangers life or property, no change to the work requirements shall be made unless pursuant to a written Change Order duly executed.

**D.** Contractor shall not be entitled to any increase in the Contractor's compensation or the extension of any deadlines set forth in Construction Schedule with respect to any work performed by Contractor that is not required by the terms and conditions of the Agreement and is not contained in a duly executed Change Order.



## **Exhibit F**

### **Contractor's Rates of Wages, Benefits, and Expenses**

For purposes of prevailing wage requirements, this Project is considered as Building Construction. The applicable Montana or Federal Prevailing Wage Rates for this type of project, as included in these Contract Documents, are incorporated herein by this reference.

### Exhibit G

#### Required Insurance Coverage

Contractor shall purchase and maintain insurance coverage as set forth below. The amounts of insurance provided shall be exclusive of defense costs. The insurance policy, except Workers' Compensation, must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured or contain a blanket additional insured endorsement and be written on a "primary—noncontributory basis, and on an occurrence, not a claims made basis." Contractor will provide the City with applicable additional insured endorsement documentation substantially similar or identical to the example set forth below. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI, as will protect the Contractor, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for the warranty period. All insurance policies, except Workers' Compensation, must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Contractor, City, and all other additional insureds to whom a certificate of insurance has been issued. Insurance coverages shall be in a form acceptable to the City. **The City must approve all insurance coverage and endorsements prior to the Contractor's commencing work.**

**\* Insurance Coverage at least in the following amounts is required:**

- |    |  |   |
|----|--|---|
| 1. | Commercial General Liability<br>(bodily injury and property damage)  | \$1,000,000 per occurrence<br>\$2,000,000 aggregate |
| 2. | Products and Completed Operations  | \$2,000,000   |
| 3. | Automobile Liability   | \$1,000,000 combined single<br>limit                |
| 4. | Workers' Compensation  | Not less than statutory limits                      |
| 5. | Employers' Liability   | \$1,000,000   |
| 6. | Professional Liability (E&O)<br>(only if applicable)   | \$1,000,000 per occurrence<br>\$2,000,000 aggregate |
| 7. | Builder's Risk/Property Insurance (for buildings) Equal to greater of Contractor's compensation or full replacement (covering all work, buildings, materials and equipment, whether on site or in transit, loss due to fire, lightening, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of laws, |   |

water damage, flood if site within a flood plain, repair or replacement costs, testing and start-up costs)

- 8. Owner’s and Contractor’s Protective Liability \$1,000,000 per occurrence  
(not required if General Aggregate has \$2,000,000 aggregate  
Project or location selection)
- 9. Contractual Liability Insurance \$1,000,000 per occurrence  
(covering indemnity obligations) \$2,000,000 aggregate

Additional coverage may be required in the event of the following:  
crane operating services: add On-Hook Coverage  
transportation services: add \$1,500,000 Transit Coverage

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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT BLANK**

Example of Acceptable Additional Insured Endorsement:

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Empty space for entering names
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**Exhibit H**

**Required Bonds**

Contractor shall make, execute, purchase, maintain and deliver to City performance and payment bonds in an amount at least equal to the Contractor’s compensation under this Agreement, conditioned that the Contractor shall faithfully perform of all of Contractor’s obligations under this Agreement and pay all laborers, mechanics, subcontractors, material suppliers and all persons who supply the Contractor or Contractor’s subcontractors with provisions, provender, material, or supplies for performing work on the Construction Project. All bonds must be obtained with a surety company that is duly licensed and authorized to transact business within the state of Montana and to issue bonds for the limits so required. The surety company must have a Best’s Financial Strength Rating of at least A, as rated by the A. M. Best Co., or an equivalent rating from a similar rating service. All bonds must remain in effect throughout the life of this Agreement and until the date of expiration of Contractor’s warranties. A certified copy of the agent’s authority to act must accompany all bonds signed by an agent. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business within the state of Montana is terminated, Contractor shall promptly notify City and shall within twenty (20) days after the event giving rise to such notification, provide another bond with another surety company, both of which shall comply with all requirements set forth herein.

**Bond Types and Amounts:**

- 1. Performance Bond Equal to Contractor’s compensation amount
- 2. Labor and Materials Payment Bond Equal to Contractor’s compensation amount



Tracking # \_\_\_\_\_

**CITY OF GREAT FALLS**

**REQUEST FOR SOLE SOURCE**

DATE: 6/14/2024 DEPARTMENT: Parks & Rec

REQUESTOR: Steve Herrig PHONE NUMBER: (406) 791-8980

BUSINESS NAME: International Foam Pros

CONTACT: Judy Ann Castro-Ornelas PHONE NUMBER: 210-387-5281

EMAIL ADDRESS: infoampros@aol.com

ADDRESS: 132 Lakecreek Dr.

CITY: New Braunfels STATE: TX ZIP CODE: 78130

**SOLE SOURCE REQUEST PURPOSE:**

To repair the existing FlowRider pad surface at the Electric City Waterpark.

**SOLE SOURCE JUSTIFICATION:**

The Flow Rider surface at ECWP has been in need of resurfacing for the past 4 years. The degrading surface forced the staff to close the surfing section of the feature, so only parts of it are currently in use. Staff have been looking for a contractor to be able to resurface the feature for 4 years. As the Flow Rider was originally installed in 2001, many contractors are not willing to work on equipment that old. As this equipment is fairly advanced in age, as well as being a specialized water feature, there are not that many contractors with the expertise to be able to repair such a feature. Staff reached out to International Foam Pros this year to see if they had the expertise and availability to repair the Flow Rider. After a site visit and discussion with City Staff, International Foam Pros provided the City with a favorable quote to repair the Flow Rider. As this is the only contractor City staff have been able to find with the expertise and willingness to complete the work within a reasonable time frame and for a reasonable fee, Parks and Rec staff believe a sole source exception for this project is warranted.

**Special Cases for Sole Source Purchases:**

Bids or quotes are not required where it is in the best interest of the City to maintain a compatible and/or reliable system provided by a single vendor or professional. The sole source form must be provided to the Finance Department for approval prior to purchase.

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

Steve Herrig  
SIGNATURE  
Director  
TITLE

Steve Herrig  
PRINT NAME  
6/14/2024  
DATE



Commission Meeting Date: August 6, 2024

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Construction Contract: Missouri River North Bank Stabilization, Phase 2, OF 1693.1

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Christoff Gaub, Public Works Director

**Action Requested:** Reject all bids and re-advertise project

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (reject/not reject) all bids received for the Missouri River North Bank Stabilization, Phase 2 project due to budget shortfalls, and (ask/not ask) staff to modify the project size and re-advertise the project.”

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

---

**Staff Recommendation:** Reject all bids, modify project size, and re-advertise the project.

**Summary:**

All bids for this project were over budget. To benefit from grant funding and the proposed budget for this project, staff recommends re-bidding. This will allow for any project modifications to lower prospective costs as well as an opportunity to receive lower contractor bids.

**Background:**

The cooperative partnership of the City of Great Falls, Cascade County, Cascade County Conservation District (CCD), Recreational Trails Inc., and Northwestern Energy has identified a 1,440-foot stretch of bank along the North side of the Missouri River where significant erosion is occurring. The project area is located on the north shore of the Missouri River (Black Eagle Reservoir) immediately west of the 9th Street Bridge and adjacent to the City of Great Falls Wastewater Treatment Plant and the Calumet Montana Refining Company site. The streambank is adjacent to a pedestrian path (Rivers Edge Trail) that runs parallel to the river.

Large portions of the bank line have sloughed off into the river creating an unstable condition and a safety hazard. The bank is severely eroded and has transformed into a very unstable vertical face. The height of the bank within the proposed reach is from 7 to 20 feet in vertical height. The erosion is currently



threatening the Rivers Edge Trail and a 36-inch buried sewer line, which are located approximately 30-60 feet from the edge of the bank. Providing bank stabilization measures along this stretch of reservoir will protect the pedestrian path and sewer line, eliminate erosion and safety hazards, and reduce sediment deposition into the river.

In 2002, the Cascade Conservation District (CCD) contracted Land and Water Consulting, now known as WWC, to prepare the Missouri River Urban Corridor Inventory & Assessment. The purpose of the study was to document existing conditions and provide potential restoration and enhancement opportunities for the urban shoreline along the Missouri River as it flows through Great Falls. The study identified the reach along the north bank which runs from the 9th Street Bridge upstream approximately 1,440 feet as the highest priority for bank stabilization. As a result, the CCD sponsored the development of the Preliminary Engineering Report (PER) for the CCD Urban Corridor/Black Eagle Reservoir Watershed Project, published in November 2015.

On August 2, 2022, the City Commission approved the Phase 1 construction with Winkler Excavating Inc. Phase 1 construction began in October of 2022. Construction has been completed and is currently in the warranty period. On November 15, 2022, the City Commission voted to approve the acceptance of the FEMA grant funding opportunity for Phase 2 of this project.

The primary goal of Phase 2 of the shoreline stabilization project is to continue the preservation of the north bank line of the Missouri River and eliminate erosion along the approximate 550-foot stretch of the river while providing protection for the recreational Rivers Edge trail and the 36-inch sewer main that parallels the river along the top of the shoreline. The proposed project will entail the implementation of riprap with blended soils and planting of willows at the toe of the slope and a graded slope with erosion protection.

Workload Impacts:

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

Purpose:

Phase 2 of the project will result in finishing the recommended repairs along the north bank of the Missouri River upstream of Phase 1. Providing bank stabilization measures along this stretch of reservoir will protect the pedestrian path and sewer line, eliminate erosion and safety hazards, and reduce sediment deposition into the river. The incorporation of bio-engineered design elements into the project will enhance riverine and wildlife habitats.

Project Work Scope:

Phase 2 of the project will install bank stabilization measures along 550 linear feet of the north riverbank of the Missouri River. The stabilization will utilize a combination of riprap, vegetative armoring, and bank slope reduction to prevent further erosion.

Phase 2 will consist of a Class II riprap at a 2H:1V slope to an elevation 2 feet above the ordinary high-water mark. The voids in the riprap will be filled with native soil and vegetated with willow cuttings. The vegetative growth will provide long-term stabilization of the slope. A non-woven geotextile fabric will be used under the riprap to ensure treatments do not migrate into the existing soil. This area will be covered

with a permanent erosion control mat and seeded with native grasses to promote vegetative growth for long-term stabilization of the slope.

Evaluation and Selection Process:

The specifications were advertised two times in the Great Falls Tribune, placed on the City of Great Falls website, and placed on the Great Falls Builders Exchange website. Three bids were received on July 17, 2024. Olympus Technical Services, Inc. submitted the low bid of \$384,977.00. The available funding for this project is \$367,485.00. The Bid is not being recommended for award due to the budget shortfall.

Conclusion:

The project has been selected prioritized, and executed in accordance with the Public Works Capital Improvement Program and budgeted in the Sanitary Sewer Utility Enterprise Fund. City staff recommends rejecting this bid, adjusting the size (scope) of this project, and re-bidding this project at a future date.

**Fiscal Impact:**

A FEMA Hazard Mitigation Grant, Missouri-Madison River Fund, and Sanitary Sewer Enterprise Funds were budgeted for this project phase at a lower amount than the bids. The attached bid tabulation summarizes the bids that were received.

**Alternatives:**

The City Commission could vote to award the construction contract for the project. This would result in exceeding the budgeted amount for this project.

**Attachments/Exhibits:**

1. Bid Tab
2. Project Summary Sheet

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

BID TABULATION SUMMARY

OF 1693.1 MISSOURI RIVER NORTH BANK STABILIZATION PH 2

BIDS TAKEN AT CIVIC CENTER

DATE: 7/17/24 @ 10:00AM

TABULATED BY: ROSA HUGG

	NAME & ADDRESS OF BIDDER	ACKNOWLEDGE ADD. #1	ACKNOWLEDGE ADD. #2	10% BID SECURITY	CERTIFICATE OF NON-SEGREGATED FACILITIES	CERTIFICATE OF COMPLIANCE WITH INSURANCE REQ.	TOTAL BID
1	SHUMAKER TRUCKING P.O. BOX 1279 GREAT FALLS, MT 59403	NA	NA	Y	Y	Y	\$452,550.00
2	WINKLER EXCAVATING	NA	NA	Y	Y	Y	\$559,000.00
3	OLYMPUS	NA	NA	Y	Y	Y	\$384,977.00
4							
5							
6							
7							
8							
9							
10							

**PROJECT SUMMARY SHEET:  
MISSOURI RIVER BANK RESTORATION PHASE 2, O.F. 1693.1  
FY 2024 Capital Improvement Plan  
Current as of: July 23, 2024**

**Description:** Stabilize Riverbank with riprap rock and soil sloping. Rock will have soil cover with grass seeding, willow and cottonwood plantings. Erosion control mat will be placed on slope

**Justification:** Riverbank erosion jeopardizes integrity of Rivers Edge trail and gravity sewer line horizontal to river bank. Sewer line rupture due to shoreline failure would be catastrophic. Raw sewage would enter Black Eagle reservoir and Missouri river. Black Eagle community would be without sewer service. Eliminates sedimentation in Black Eagle reservoir and Missouri river

**Scope:** 555ft river bank stabilization, continuation of phase 1

**Added to CIP:** 2<sup>nd</sup> half FY2024

**CIP Timeline:** On track, permit process slowing project

**Cost:**

- CIP programmed \$474,945/FY24
- Current Working Estimate: \$474,945
- Professional service agreement with WWC \$107,460.00
- Construction Budget \$367,485.00
- Awarded Cost: TBD
- Final Cost: TBD

**Funding Source(s):** Utilities (Sanitary Sewer), FEMA grant (75%), Missouri-Madison River fund (12.5%)

- Funding Match Requirements: City (12.5%) Sanitary sewer enterprise funds

**Planned Execution Method:** Design-Bid-Build, Project Management

**Planned Construction CY:** spring 2024 to summer 2024

**Current Project Stage (Estimated Completion Date):** Planning (summer, 2023), Design (fall 2023), Construction (fall 2024), Warranty (fall 2026)

- Design Method: Consultant
- Contractor: (TBD)

**Map & Site Pictures:**

Existing River Bank







Commission Meeting Date: August 6, 2024

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Change Order No. 2: Central Ave/3rd Street Drainage Improvements Phase 1, O.F. 1779.0

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Christoff Gaub, Public Works Director

**Action Requested:** Approve Change Order #2

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) Change Order No. 2 in the amount of \$130,577 and increase the total contract amount from \$1,499,146 to \$1,629,723.”

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

---

**Staff Recommendation:** Approve Change Order No. 2.

**Summary:**

Over the course of the construction project, the contractor encountered several work items outside the scope of the contract. These work items were completed by the contractor in order to avoid costly work stoppages and keep the project on schedule. Unforeseen work items included a concrete layer under the asphalt requiring removal, unexpected water and sewer crossings, a ruptured nearby fire line, trench sloughing requiring additional asphalt restoration, and challenges surrounding protecting an aged utility duct bank. Staff recommends approving payment to the contractor for this required additional work, at a cost of \$130,577.00, which would amount to 8% of the total finished project cost. These are work items that would have been included as part of the contract had these conditions been known during the design. These additional work items were required in order for the contractor to provide a finished and functional product while avoiding work stoppages. There are no further anticipated change orders for this project as this project has been completed.

**Background:**

City Commission awarded this project for \$1,483,052.00 on November 1, 2022. Change Order No. 1 was approved for \$16,094.00 by the City Commission on June 30, 2023. Change Order No. 1 was for a jack and bore in front of Meadow Gold to prevent disruption of their raw product delivery.

The total for Change Order No. 2 is \$130,577.00. This includes \$77,382.00 of work items without an established bid item. The cost of these work items were negotiated with the City’s Project Engineer and

were based on costs from similar past projects. An additional \$53,195.00 of work items were necessary due to quantity over-runs on bid items with established costs. Below is a summary of the work items and their associated costs. See the attached Change Order No. 2 for a more detailed breakdown.

Change Order Items - \$77,382.00: (No bid item. Costs have been negotiated.)

1. Duct bank and gas main conflict with storm main lateral. (Station 1+93) – \$4,273.00
2. 6” sewer connection in conflict with storm main. – \$2,705.00
3. Duct bank and gas main conflict with storm main lateral. (Station 4+40) – \$2,263.00
4. Adjusted 6 inch water service. – \$13,000.00
5. Sink hole repair. – \$1,715.00
6. 8 inch thick layer of concrete removed along 3<sup>rd</sup> Ave South – \$34,276.00
7. Repair ruptured fire line. – \$10,000.00
8. 6 inch pavement replacement – \$9,150.00

Change Order Items - \$53,195.00: (Quantity over-runs):

9. Bid Item 108 – 29 feet of additional 54 inch RCP storm drain pipe. \$18,270.00
10. Bid Item 121 – 12 additional water and sewer utility crossings were discovered. \$24,000.00
11. Bid Item 126 – 606.94 SY of additional 4 inch asphalt. \$10,925.00

**Conclusion:**

This change order will allow for payment to the contractor for the additional work completed. Staff recommends utilizing a portion of the allocated ARPA Grant Funds to fund the proposed change order. This will help the City to expend the required amount of funds by the December 2025 deadline. Staff will continue to do its due diligence to minimize these unforeseen circumstances that occasionally arise during construction. While acknowledging it is a difficult challenge to balance the costs between preliminary investigations for design and engineering, and total construction costs, staff strives to be fiscally responsible with tax payer funding.

**Fiscal Impact:**

The proposed Change Order No. 2 will increase the total Phase 1 construction contract by \$130,577.00. The construction costs for Phase 1 of the storm drainage project including the previously approved Change Order No. 1 is \$1,499,146.00. Approval of Change Order No. 2 would increase the overall Phase 1 construction costs from \$1,499,146.00 to \$1,629,723.00. American Rescue Plan Act (ARPA) funds received through the Montana House Bill 632 Competitive and Minimum Allocation Grant programs will cover the additional expenses.

Funds allocated for design and construction of all phases of the Central Ave/3<sup>rd</sup> Street Drainage Improvements project include \$3,729,200.00 in State ARPA Grant Funds, \$2,500,000.00 in Downtown TIF funds, and Storm Drain Enterprise Funds as necessary.

**Alternatives:**

The City Commission could vote to deny approval of Change Order No. 2 and direct City Staff to further negotiate costs and cost sharing. This action would result in delaying the payment to the contractor.

**Attachments/Exhibits:**

Change Order No. 2

Project Summary Sheet



# Change Order

No. 2

Date of Issuance: June 11, 2024 Effective Date: September 16, 2023

<b>Central Ave /3<sup>rd</sup> St Drainage Improvements Phase I</b>	Owner: City of Great Falls	Owner's Contract No. : O.F. 1779.0
Contractor: <b>Ed Boland Construction Inc.</b>		Date of Contract: 11/3/2022
Address: <b>4701 North Star Boulevard Great Falls, MT 59405</b>		Project Number.: PW392014

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

Over the course of the construction project, the contractor encountered several work items that needed to be added to the project to prevent work stoppage but were outside the scope of the contract. This includes \$77,382.00 of work items without an established cost (no bid item). The cost of these work items were negotiated with the Engineer and were based on costs from similar past projects. An additional \$53,195.00 of work items were necessary due to quantity over-runs on bid items with established costs. The total for Change Order No. 2 is \$130,577.00. This is the 2<sup>nd</sup> and last change order. The project has been completed.

Change Order Items - \$77,382.00: (No bid item. Costs have been negotiated.)

- Station 1+93 (3<sup>rd</sup> St S) – Inlet elevation on plans were in conflict with the utility duct bank. The duct bank and gas main are located at a depth of 3.75 feet. To properly connect the inlet run to the manhole the inlet needed to be lowered approximately 4 feet. The proposed work entailed adding an additional barrel section along with relocating the connection point at the manhole. The proposed cost for the work is \$4,273.00.
- Station 3+39 (3<sup>rd</sup> St S) 6” Sewer Connection – During construction an unknown sanitary sewer service connection was discovered. The location of the sewer service connection was observed to be in conflict with the proposed storm drain pipe. Ordering specific parts would have delayed the project months and created a large change order. It was decided to field design a solution to keep the project on track and minimize the change order costs. The field design included cutting a slot in the top of the 54 inch RCP storm drain pipe. An 8 inch diameter x 8 foot steel pipe sleeve connection was used along with forming and pouring of concrete to create a barrier between the storm drain pipe and the sanitary sewer service. The proposed cost for the work is \$2,705.00.
- Station 4+40 (3<sup>rd</sup> St S) – A 12 inch storm inlet pipe was lowered to get below the gas main and duct bank crossing with the connection to the manhole at station 4+14. The existing inlet run and water main crossing under the duct bank is encased in concrete. To properly connect the inlet run to the manhole, the connection point for the manhole needed to be lowered approximately 2 feet. The proposed cost for the work is \$2,263.00.
- Bid Item 120: 1 additional 12 inch water main vertical adjustment. – One of the proposed water service crossings that required adjustment was found to be a 6-inch line rather than a 4 inch crossing as assumed in the plans. The costs for the work including fittings, joints, and thrust blocking were not covered in the contract. By utilizing existing Bid Item 120, City staff was able to offset and reduce the proposed costs for the additional work. The proposed cost for the work is \$13,000.00.

- Station 2+81 (3<sup>rd</sup> Ave S) – During construction of the new storm drain, a sink hole was discovered beneath the pavement. It was felt that the sink hole would create a potentially hazardous condition. 10 square yards of pavement was removed followed by the placement and compaction of gravel. The proposed cost for the work is \$1,715.00.
- During construction the contractor discovered an additional concrete layer beneath the asphalt along 3rd Ave S. The concrete was up to 8 inches thick, totaling 4,100 square feet. The city completed exploratory excavations on existing water and sewer mains at five locations; 4th St S and 2nd Ave S; 3rd St S and 4th Ave S; 3rd St S and 3rd Ave S; 3rd St S and 3rd Alley S; and 3rd St S and 4th Alley S. There was no concrete encountered in any of these locations. As-build plan were utilized to confirm locations of crossing water main and water services. A note referring to the presence of concrete on one of the as-build drawings is not readily obvious and unfortunately was not caught during the storm drain design. Had the presence of concrete been identified during design, a bid item would have been included in the contract documents to plan for the removal/disposal of the concrete. This ultimately would have resulted in a higher bid price for completion of the additional work but would have been incorporated into the contract. The proposed cost for the work is \$34,276.00.
- Station 3+35 (3<sup>rd</sup> St S) – Repair ruptured fire line. During the paving process, a 6 inch fire line ruptured and began leaking. It was discovered that the fire line was resting on a large chunk of asphalt. It should be noted that the break was not located within the pipe trench, but 15 feet east of the trench. The proposed cost for the work is \$10,000.00.
- During construction an additional 150 square yards of pavement required removal and replacement. The presence of a 3 foot x 3 foot utility duct bank on one side of the storm drain trench and a 24 inch sanitary sewer on the other side presented challenges with trench sloughing. The age and integrity of the utility duct bank presented construction challenges with preserving and protecting the duct bank. The sanitary sewer line that parallels the storm drain was exposed along the length of the trench located just outside the trench box. Pavement replacement was required despite the contractor's best efforts to minimize trench excavation and minimize bank sloughing. The proposed cost for the work is \$9,150.00

Change Order Items - \$53,195.00: (Over-run quantities that caused the project to go over the contract amount):

- Bid Item 108 – 29 feet of additional 54 inch RCP storm drain pipe. Additional cost of \$18,270.00.
- Bid Item 121 – 12 additional water and sewer utility crossings were discovered. Additional cost of \$24,000.00.
- Bid Item 126 – 606.94 SY of additional 4 inch asphalt. Additional cost of \$10,925.00.

***The total cost for Change Order #2 is \$130,577.00.***

---

Attachments: (List documents supporting change):

---



---

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$ 1,483,052.00

[Increase] [Decrease] from previously approved Change

Orders No. 1 to No. 1:

\$ 16,094

Contract Price prior to this Change Order:

\$ 1,499,146.00

**Increase** [Decrease] of this Change Order:

\$ +130,577.00

Contract Price incorporating this Change Order:

\$ 1,629,723.00

**CHANGE IN CONTRACT TIMES:**

Original Contract Times:

Working days  120 Calendar days

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders

No. 0 to No. \_\_\_\_\_:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): \_\_\_\_\_

**Increase** [Decrease] of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): 0

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

By: Matthew Proud  
Engineer (Authorized Signature)

Date: 06/11/2024

Approved by Funding Agency (if applicable): \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

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

ACCEPTED:

By: [Signature]  
Contractor (Authorized Signature)

Date: 6-18-2024

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

EJCDC No. C-941 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

# Change Order

## Instructions

---

### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directives must be incorporated into a sub sequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

### B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

**PROJECT SUMMARY SHEET:  
CENTRAL AVE / 3<sup>RD</sup> ST DRAINAGE IMPROVEMNTS Phase 1, O.F. 1779.0  
FY 2023 Capital Improvement Plan  
Current as of: June 24, 2024**

**Description:** There has been an increasing number of short duration high intensity rainfall events that have resulted in flooding within the City in recent years. One area that has been problematic from a flooding perspective is the Downtown Business District. There has been an increasing number of short duration high intensity rainfall events that have resulted in flooding within the City in recent years.

**Justification:** The increase in flooding frequency triggered multiple complaints from downtown businesses. Business and building owners expressed concerns with damage caused by water flooding the basements and lower levels of their facilities

**Scope:** The project consists of installing 293 lineal feet of 12" PVC storm drain; 946 lineal feet of 18" PVC storm drain; 380 lineal feet of 18" DR25 C900 PVC storm drain; 512 lineal feet of 54" RCP storm drain; 24 lineal feet of 40" x 65" RCPA storm drain; 9 concrete manholes; Three Type 1 curb inlets, and two Hydrodynamic Stormwater separators.

**Added to CIP:** 2<sup>nd</sup> half FY2022

**CIP Timeline:** On track

**Cost:**

- CIP programmed cost/FY: \$1.5M/FY23
- Current Working Estimate: \$1.5M
- Awarded Cost: \$1,483,052 / Change Order #1- \$16,094 / Change Order #2 \$130,577
- Final Cost: \$1,629,723.00

**Funding Source(s):** Utilities Storm, ARPA Competitive, ARPA MAG, and TIF

- Funding Match Requirements: 50% ARPA Competitive requirements

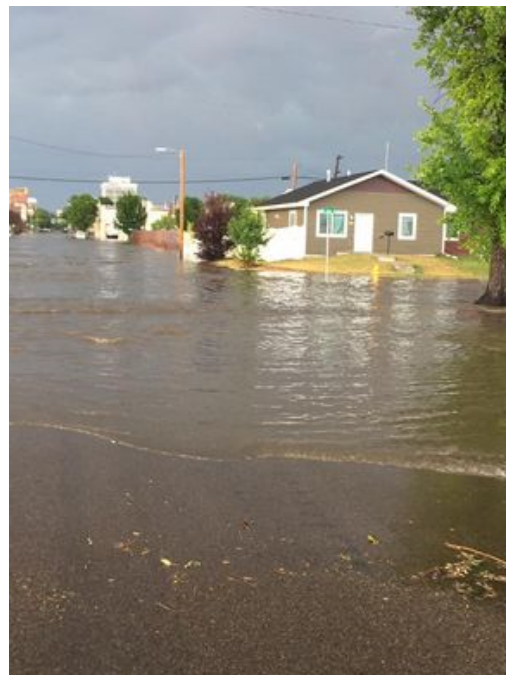
**Planned Execution Method:** Design-Bid-Build

**Planned Construction CY:** Summer 2023

**Current Project Stage (Estimated Completion Date):** Construction Summer 2023

- Design Method: Consultant
- Contractor: Boland Construction

**Map & Site Pictures:**



**PROJECT SUMMARY SHEET:**  
**CENTRAL AVE / 3<sup>RD</sup> ST DRAINAGE IMPROVEMNTS Phase 1, O.F. 1779.0**  
**FY 2023 Capital Improvement Plan**  
**Current as of: June 24, 2024**



P:\Engineering\Inspector\Russell\1 - Projects\1779\_0-CentralAve-3rdst-Drainage-Improvements\1779\_017-Design Information-Engineering Reports\1779\_0-TIF-MAP.dwg



<b>CENTRAL AVE / 3RD STREET DRAINAGE IMPROVEMENTS PHASE 1</b>	<b>VICINITY MAP</b>	OF 1779.0
		06-08-2022

**PROJECT SUMMARY SHEET:**  
**CENTRAL AVE / 3<sup>RD</sup> ST DRAINAGE IMPROVEMNTS Phase 1, O.F. 1779.0**  
**FY 2023 Capital Improvement Plan**  
**Current as of: June 24, 2024**

Station 1+93 (3<sup>rd</sup> St S): Inlet elevation on plans were in conflict with utility duct bank



Station 2+81 (3<sup>rd</sup> Ave S) - sink hole was discovered beneath pavement



**PROJECT SUMMARY SHEET:**  
**CENTRAL AVE / 3<sup>RD</sup> ST DRAINAGE IMPROVEMNTS Phase 1, O.F. 1779.0**  
**FY 2023 Capital Improvement Plan**  
**Current as of: June 24, 2024**

Station 3+39 (3<sup>rd</sup> St S) – 6" Sewer Connection: Sewer service missed on as-built drawings.





**PROJECT SUMMARY SHEET:**  
**CENTRAL AVE / 3<sup>RD</sup> ST DRAINAGE IMPROVEMNTS Phase 1, O.F. 1779.0**  
**FY 2023 Capital Improvement Plan**  
**Current as of: June 24, 2024**

4+40 at the intersection of 3<sup>rd</sup> St S and 3<sup>rd</sup> Ave S inlet run encased in concrete



Station 3+35 (3<sup>rd</sup> St S) Repair ruptured fire line





Commission Meeting Date: August 6, 2024

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Professional Services Agreement Amendment No. 1: Central Ave / 3<sup>rd</sup> Street Drainage Improvements Phase 2, OF 1779.1

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Christoff Gaub, Public Works Director

**Action Requested:** Consider and approve Professional Services Agreement Amendment No. 1

---

**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (approve/not approve) the Professional Services Agreement Amendment No. 1 in the amount of \$24,735.00 to Great West Engineering Inc., for the Central Ave / 3<sup>rd</sup> Street Drainage Improvements Phase 2 project, and authorize the City Manager to execute the agreement documents."

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

---

**Staff Recommendation:** Approve the Professional Services Agreement Amendment No. 1.

**Summary:**

During design of the Central Ave/3<sup>rd</sup> Street Drainage Improvements Phase 2 project, Great West Engineering determined it would be beneficial to install a new storm main along 1<sup>st</sup> Ave South between 3<sup>rd</sup> Street South and 5<sup>th</sup> Street South rather than upsize the existing storm main located in the narrow corridor of 2<sup>nd</sup> Alley South. Two blocks of 1<sup>st</sup> Ave South will be trenched through to make way for a new storm main. City staff also recommends replacing the aging water main and street along these two blocks. Aligning the storm water, water and street construction enables the street to be torn up once and minimizes future disruption to this area of the downtown. Approving this amendment will allow Great West Engineering to design two blocks of water main replacement and street reconstruction along 1<sup>st</sup> Ave South between 3<sup>rd</sup> Street South and 5<sup>th</sup> Street South and incorporate these designs into the Phase 2 design of the drainage improvements.

**Background:**

The City retained Great West Engineering to perform a basin study for the project area in 2020. The 9<sup>th</sup> Ave South and Central Ave/4<sup>th</sup> Street Drainage Basin Study was completed in December 2020. The study identified system deficiencies and made recommendations for improvements to the storm drainage network that will reduce the duration and amount of future flooding.

The study assessed both the 3<sup>rd</sup> Ave South Basin and the 9<sup>th</sup> Ave South Basin as shown (Figure 1). The study further delineates the 3<sup>rd</sup> Ave South Basin into five areas in need of improvements as shown (Figure 16). Area 1 was determined to be the most critical as this area has a higher risk of flooding and encompasses a large portion of the downtown area. Area 1 improvements involve adding storm drain inlets and increasing underground pipe capacity to better convey storm water to the Missouri River. Area 1 is being designed and constructed in four phases (Figure 2).

Phase 1 of the Central Ave / 3<sup>rd</sup> Street Drainage Improvements was constructed in 2023 with Final Pay scheduled for August 20, 2024.

Phase 2 is currently being designed by Great West Engineering with construction scheduled for 2025. This phase includes 3<sup>rd</sup> Street South between 2<sup>nd</sup> Alley South and Central Avenue and includes 1<sup>st</sup> Ave South between 3<sup>rd</sup> Street South and 5<sup>th</sup> Street South.

City Staff recommends a water main replacement and street reconstruction along 1<sup>st</sup> Ave South between 3<sup>rd</sup> Street and 5<sup>th</sup> Street as part of the Phase 2 drainage improvements project. The water main along 1<sup>st</sup> Ave South between 3<sup>rd</sup> Street South and 5<sup>th</sup> Street South consists of 6 inch cast iron pipe installed in 1891. The main is undersized and is well beyond its service life. The street along these two blocks is heavily cracked and rutted. Since the storm main improvements and water main replacement will require most of the street to be excavated, City Staff recommends replacing the entire width of the paved street. Handicap ramps would also be updated while the existing curb and sidewalk would remain.

The Phase 2 drainage project is scheduled to go out to bid this winter with construction scheduled for summer 2025. Adding two blocks of water main replacement and street reconstruction will likely add several weeks to the construction timeline with an anticipated completion date of fall 2025.

#### Workload Impacts:

Great West Engineering will complete engineering design, bidding, and construction contract documents for the two blocks of water main replacement and street reconstruction. They will also incorporate these improvements into the Phase 2 drainage project creating one project. Great West Engineering, when necessary, will provide construction phase services and City Engineering Staff will provide construction project inspection and engineering services support.

#### Purpose:

Add two blocks of water main replacement and street reconstruction design work to Great West Engineering's previously approved Central Ave/3<sup>rd</sup> Street Drainage Improvements Phase 2 design contract.

#### Project Work Scope:

The Consultant's Professional Service Agreement will include the following tasks:

- Develop Scope and Amendment Execution
- Site Survey
- Project Design
  - Preparation of 60%, 95%, and Final Construction Plans
  - Incorporate water main and street reconstruction work into contract documents
- Bid Assistance
- Prepare Engineering Report for water main replacement. Submit construction documents, Engineering Report, checklist, and capacity letter to DEQ for review and approval.

**Conclusion:**

This project has been selected and prioritized to provide the least negative impact to citizens, while performing necessary upgrades to the water distribution and street network. City Staff recommends approving Amendment No. 1 to the Professional Services Agreement with Great West Engineering Inc., in the amount of \$24,735.00.

**Fiscal Impact:**

The design and construction budget for Phase 2 of the storm drainage project is \$2,113,874.00. The design and construction budget will increase by \$1,015,000.00 for the additional two blocks of water main replacement and street reconstruction. Budgeted funds for the Phase 2 project will total \$3,128,874.00. Phase 2 will be funded with American Rescue Plan Act awards distributed through the Montana State House Bill 632 Competitive and Minimum Allocation Grant Programs. If additional funding is required, Downtown TIF Funds will be utilized.

Funds allocated for all phases of the Central Ave/3<sup>rd</sup> Street Drainage Improvements project include \$3,729,200.00 in State ARPA Grant Funds; \$2,500,000.00 in Downtown TIF Funds; and Storm Drain Enterprise Funds, Water Enterprise Funds, and Street Funds as necessary.

**Alternatives:**

The City Commission could vote to deny the Professional Services Agreement Amendment No. 1 and request Staff look for another Consultant to perform the service, or cancel the project. Canceling the project would mean missing an opportunity to fix aging infrastructure while the street is already being worked on as part of the Phase 2 storm drainage project.

**Attachments/Exhibits:**

Professional Services Agreement – Amendment No. 1  
Project Summary Sheet  
Figure 1 – Project Location Map  
Figure 16 – Areas 1 through 5  
Figure 2 – Phase Exhibit - Area 1

## AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

**THIS AMENDMENT** is entered into this \_\_\_ day of July, 2024 by and between the CITY OF GREAT FALLS, a Municipal Corporation, hereinafter referred to as “OWNER” and GREAT WEST ENGINEERING, hereinafter referred to as “ENGINEER” and agrees as follows:

1. The OWNER and ENGINEER entered into a Professional Services Agreement for the project known as CENTRAL AVE / 3<sup>RD</sup> STREET DRAINAGE IMPROVEMENTS PHASE 2 (O.F. 1779.1), dated the 24th day of April 2023; and
2. The OWNER and ENGINEER mutually agree to modify the Scope of Services located in Exhibit ‘A’ of the Agreement as follows:

### **SECTION A – BASIC SERVICES OF ENGINEER**

Additional Services that shall be provided under this contract amendment are as follows:

- A. See attached Exhibit A for the additional scope of services

### **SECTION B – COMPENSATION**

Compensation to ENGINEER for Additional Services under this contract amendment shall be as follows:

- A. The OWNER shall compensate the ENGINEER for additional services included under SECTION A, above on an hourly rate basis, plus reimbursable expenses incurred, according to the Engineer’s fee schedule, Exhibit B attached to this amendment, with a not to exceed cost of **\$24,735**.

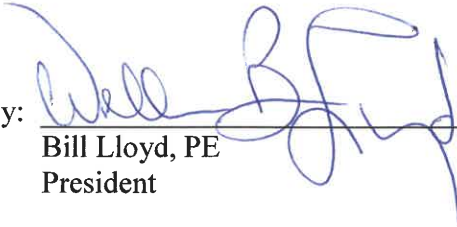
3. All other conditions and provisions of the Agreement entered into and approved by the Commission on April 4, 2023 remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 to Professional Services Agreement the day and year first above written.

**CITY OF GREAT FALLS**

**GREAT WEST ENGINEERING**

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

By:  \_\_\_\_\_  
Bill Lloyd, PE  
President

Attest:

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

(Seal of the City)

\*Approved as to Form:

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

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

## EXHIBIT A

### CENTRAL AVE / 3<sup>RD</sup> STREET DRAINAGE IMPROVEMENTS – PHASE 2 (O.F. 1779.1)

#### ENGINEERING SCOPE OF SERVICES FOR 1<sup>ST</sup> AVE SOUTH WATER MAIN REPLACEMENT AND STREET RECONSTRUCTION

##### INTRODUCTION

The design for Phase 2 of the drainage improvements has evolved to include installation of a new storm drain under 1<sup>st</sup> Ave South between 5<sup>th</sup> Street South and 3<sup>rd</sup> Street South. This will allow the existing 15-inch storm drain under 2<sup>nd</sup> Alley South to remain in place between 5<sup>th</sup> Street South and 3<sup>rd</sup> Street South. Upsizing the storm drain under 2<sup>nd</sup> Alley South would have presented significant construction challenges and costs due to the narrowness of the alley and the presence of many utilities. The design of the new 1<sup>st</sup> Ave South storm drain will be accommodated by the original scope and fee.

In conjunction with the installation of the new 1<sup>st</sup> Ave South storm drain, the City has decided to include replacement of the existing water main under 1<sup>st</sup> Ave South between 5<sup>th</sup> Street South and 3<sup>rd</sup> Street South under the same construction contract. In addition, the street and ADA ramps along this same corridor will be reconstructed for the full width of the street. 1<sup>st</sup> Ave South reconstruction is anticipated to include removal of the existing asphalt surfacing and base course section, placement of new stabilization fabric, new base course and new asphalt surfacing. The existing curb and gutter will be left in place and the City will remark the traffic lines.

The services to be provided by the CONSULTANT for 1<sup>st</sup> Ave South water main and street reconstruction design will include the tasks outlined below.

##### 1.0 DEVELOP SCOPE OF WORK AND AMENDMENT EXECUTION

- Prepare and coordinate a written scope of work for the additional design services.
- Prepare a fee estimate for the additional engineering services and execute an amendment with the CITY.

##### 2.0 SURVEY

- Initiate a utility locate request for the additional project area (1<sup>st</sup> Ave South between 5<sup>th</sup> Street South and 3<sup>rd</sup> Street South). Coordinate with the CITY on buried utilities, and any underground/abandoned vaults or concrete surfacing known to exist.
- Perform topographic pickup survey to facilitate detailed design for water main replacement and street reconstruction and reconstruction of ADA ramps. GPS survey is anticipated. Any additional utilities marked by the locate request will also be surveyed.

- The additional survey data that is gathered will be downloaded and processed to supplement the previous survey information and base mapping will be completed in AutoCad with topographic features and ground contours depicted.

### **3.0 WATER MAIN AND STREET PRELIMINARY DESIGN (60%)**

- Perform layout of the new water main in a manner that will maintain separation from the new storm drain and develop a “proposed” AutoCad base map. The new water main will be placed at the City’s standard offset from the north curb and gutter.
- Prepare preliminary plan and profile sheets for the new water main. Two plan sheets are anticipated.
- Prepare preliminary plan and profile sheets for the street reconstruction. Two plan sheets are anticipated.
- Perform preliminary design and prepare details for six additional ADA ramp replacements along 1<sup>st</sup> Ave South.
- Details associated with the new water main and street reconstruction will be developed. Details are anticipated to include water main connection details, street typical section(s) and other miscellaneous details necessary to clearly depict the work. One detail sheet is anticipated.
- Facilitate coordination with private utility companies to address potential conflicts with the new water main and options for minimizing impacts.
- Prepare a preliminary cost estimate for the water main and street improvements.

### **4.0 WATER MAIN AND STREET FINAL DESIGN (95% AND 100%)**

- Incorporate revisions based on CITY review of the preliminary plans.
- Finalize water main plan and profile sheets (2 sheets).
- Finalize street reconstruction plan and profile sheets (2 sheets).
- Finalize water main and street reconstruction details (1 to 2 sheets)
- Finalize design and details for 6 additional ADA ramp intersection corner replacements along 1<sup>st</sup> Ave South.
- Prepare a final cost estimate for the water main and street improvements.
- Prepare water main and street technical specifications based on CITY modifications to the Montana Public Works Standard Specifications. Incorporate water main and street reconstruction work into the contract documents, including invitation to bid, instructions to bidders, bid form, special provisions and measurement and payment.



- Compete final in-house QC review of water main and street reconstruction design and construction documents.
- Incorporate final revisions into plans, contract documents and specifications based on final CITY review comments.
- Prepare an Engineering Report for the water main replacement. Complete the Circular DEQ-1 checklist. Submit construction documents, Engineering Report, checklist and capacity letter to the DEQ for review and approval.

#### ITEMS EXCLUDED FROM SCOPE OF WORK AND FEES

- Geotechnical investigations.
- Water system modeling
- Preparation of a temporary water plan
- Preparation of street striping and marking plans.
- DEQ review fees.

**EXHIBIT B  
FEE PROPOSAL  
CENTRAL AVE / 3RD STREET DRAINAGE IMPROVEMENTS - PHASE 2 (O.F. 1779.1) - 1st AVE SOUTH WATER MAIN AND STREET RECONSTRUCTION ENGINEERING SERVICES**

		Great West Engineering							
WORK DESCRIPTION		PIC QA/QC	PROJECT MANAGER	PROJECT ENGINEER	CIVIL ENGINEER	DESIGNER / CADD TECH	PROJECT ADMINISTRATOR	CLERICAL	Totals
		\$202.00	\$197.00	\$163.00	\$130.00	\$124.00	\$138.00	\$102.00	
<b>1.0</b>	<b>DEVELOP SCOPE OF WORK AND AMENDMENT EXECUTION</b>								
1.1	Prepare and Coordinate Written Scope of Work		2						\$394.00
1.2	Prepare Fee Estimate and Execute Amendment	1	1				1		\$537.00
	Subtotal - Develop Scope of Work and Agreement Execution	1	3	0	0	0	1	0	<b>\$931.00</b>
<b>2.0</b>	<b>SURVEY</b>								
2.1	Initiate Utility Locate Request			1					\$163.00
2.2	Topographical Pickup Survey (1st Ave S.)				5				\$650.00
2.3	Download, Process Survey Data and Update Base Map (1st Ave S)			3					\$489.00
	Subtotal - Survey	0	0	4	5	0	0	0	<b>\$1,302.00</b>
<b>3.0</b>	<b>WATER MAIN AND STREET PRELIMINARY DESIGN (60%)</b>								
3.1	Layout Water Main Replacement		1	2			1		\$661.00
3.2	Prepare Preliminary Water Main Plan and Profile Sheets (2 Sheets)		2	10					\$2,024.00
3.3	Prepare Preliminary Street Reconstruction Plan and Profile Sheets (2 Sheets)		2	12					\$2,350.00
3.4	Preliminary Design and Details for Six Additional ADA Ramp Replacements		2	4	10				\$2,346.00
3.5	Prepare Water Main and Street Reconstruction Details (1 Sheet)		2	8					\$1,698.00
3.6	Preliminary Utility Company Coordination			1					\$163.00
3.7	Prepare Preliminary Water Main Replacement and Street Reconstruction Cost Estimate		1	1					\$360.00
	Subtotal - Water Main Preliminary Design	0	10	38	10	0	1	0	<b>\$9,602.00</b>
<b>4.0</b>	<b>WATER MAIN AND STREET FINAL DESIGN (95% AND 100%)</b>								
4.1	Incorporate Design Revisions		1	2			1		\$661.00
4.2	Finalize Water Main Plan and Profile Sheets (2 Sheets)		2	6					\$1,372.00
4.3	Finalize Street Reconstruction Plan and Profile Sheets (2 Sheets)		2	6					\$1,372.00
4.4	Finalize Water Main and Street Reconstruction Details (Up to 2 Sheets)		2	8					\$1,698.00
4.5	Preliminary Design and Details for Six Additional ADA Ramp Replacements		2	4	10				\$2,346.00
4.6	Prepare Final Water Main Replacement and Street Reconstruction Cost Estimate		1	1					\$360.00
4.7	Prepare Water Main and Street Technical Specification Modifications and Contract Documents		4	5					\$1,603.00
4.8	Final In-House QC Review		2						\$394.00
4.9	Incorporate Final Revisions and Submit Final Documents		2	2					\$720.00
4.10	Prepare Engineering Report and Circular DEQ-1 Checklist and Submit to DEQ		2	5	8				\$2,249.00
	Subtotal - Water Main Final Design	0	20	39	18	0	1	0	<b>\$12,775.00</b>
	<b>Expenses</b>								
	GPS Rental (1/2 Day X \$250/Day)								\$125.00
	Subtotal - Expenses								<b>\$125.00</b>
	<b>Miscellaneous</b>								
	Miscellaneous Work/Contingency								<b>\$0.00</b>
	<b>TOTAL FEE</b>	1	4	9	8	0	1	0	<b>\$24,735.00</b>
	<b>TOTAL ADJUSTED FEE</b>	1	33	81	33	0	3	0	<b>\$24,735.00</b>

**PROJECT SUMMARY SHEET:  
CENTRAL AVE / 3<sup>RD</sup> ST DRAINAGE IMPROVEMENTS Phase 2, O.F. 1779.1  
FY 2023/2024 Capital Improvement Plan  
Current as of: June 26, 2024**

**Description:** There has been an increasing number of short duration high intensity rainfall events that have resulted in flooding within the City in recent years. One area that has been problematic from a flooding perspective is the Downtown Business District. There has been an increasing number of short duration high intensity rainfall events that have resulted in flooding within the City in recent years.

**Justification:** The increase in flooding frequency triggered multiple complaints from downtown businesses. Business and building owners expressed concerns with damage caused by water flooding the basements and lower levels of their facilities

**Scope:** Project will include installing storm drain pipe, installing new manholes, installing new inlets, and surface restoration. The improvements involve selective conveyance pipe upsizing. Additional inlets and/or new inlets with larger grates would also be installed in areas that have been identified as having inadequate capacity. Inlets where they are lacking at several of the alley intersections. Addendum No. 1 is proposed to replace 2 blocks of water main and street along 1<sup>st</sup> Ave South from 3<sup>rd</sup> Street to 5<sup>th</sup> Street. This addendum is being proposed due to the poor condition of the water main and street that are adjacent to the location of the new storm main along 1<sup>st</sup> Ave South.

**Added to CIP:** 2<sup>nd</sup> half FY2022

**CIP Timeline:** On track

**Cost:**

- CIP programmed cost/FY: \$113,000/FY23 - \$2M/FY24
- Current Working Estimate: \$2.1M
- Awarded Cost: \$113,239.00 (PSA) \$24,735.00 ( Proposed Amendment No. 1) – Engineering
- Awarded Cost: TBD – Construction
- Final Cost: TBD

**Funding Source(s):** Utilities Storm (28.9%), ARPA Competitive (18.7%), ARPA MAG (21.2%), TIF (31.3%)

- Funding Match Requirements: 50% ARPA Competitive requirements
- Addendum No. 1: Water Utility Enterprise Fund and Street Fund

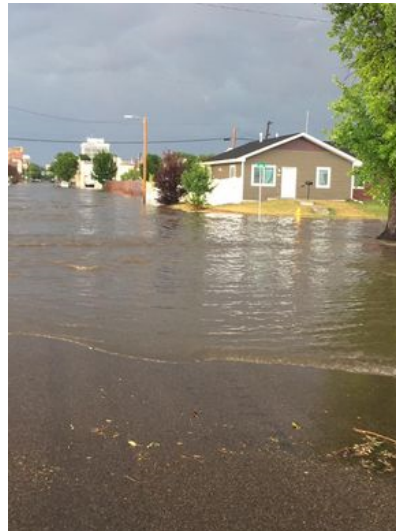
**Planned Execution Method:** Design-Bid-Build

**Planned Construction CY:** Summer 2024

**Current Project Stage (Estimated Completion Date):** Design 2024, Construction Summer 2025

- Design Method: Consultant
- Contractor: TBD

**Map & Site Pictures:**



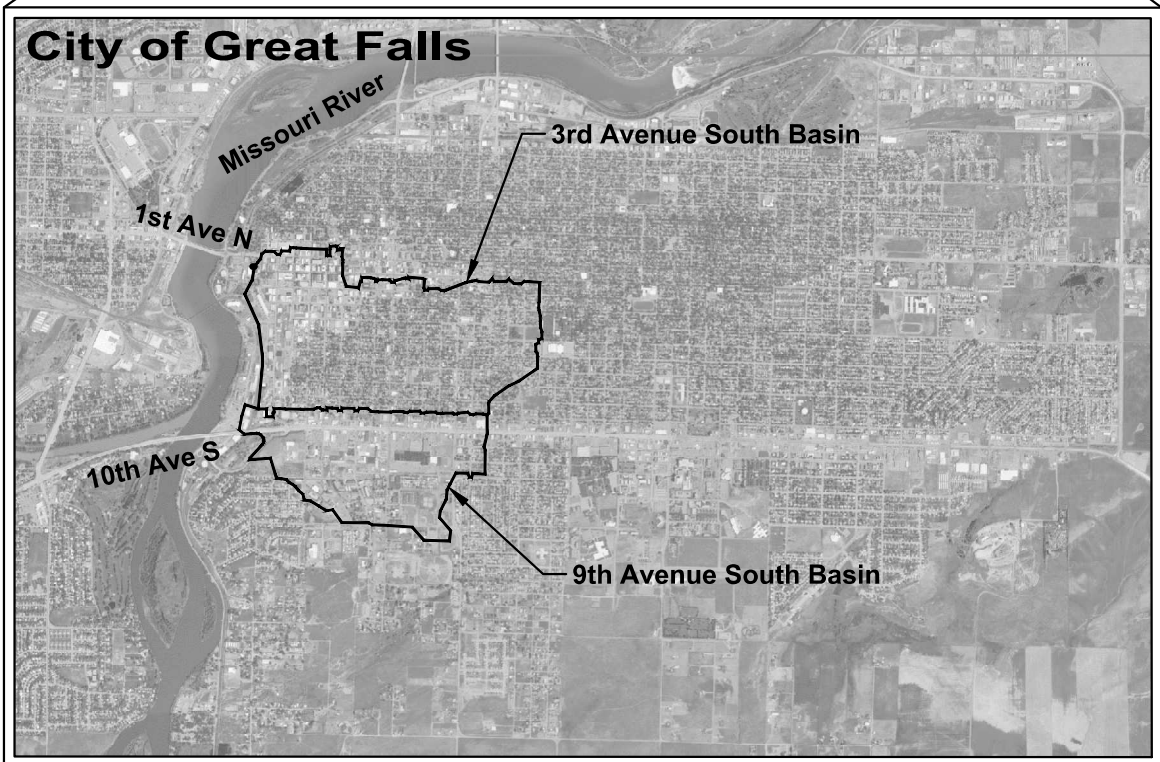
**PROJECT SUMMARY SHEET:  
CENTRAL AVE / 3<sup>RD</sup> ST DRAINAGE IMPROVEMENTS Phase 2, O.F. 1779.1  
FY 2023/2024 Capital Improvement Plan  
Current as of: June 26, 2024**

Note: Storm main is proposed to move from 2<sup>nd</sup> Alley South to 1<sup>st</sup> Ave South.



P:\Engineering\inspector\Russell\1 - Projects\1779\_0-CentralAve-3rds-Drainage-Improvements\1779\_017-Design-Information-Engineering-Reports\1779\_0-TIF-MAP.dwg

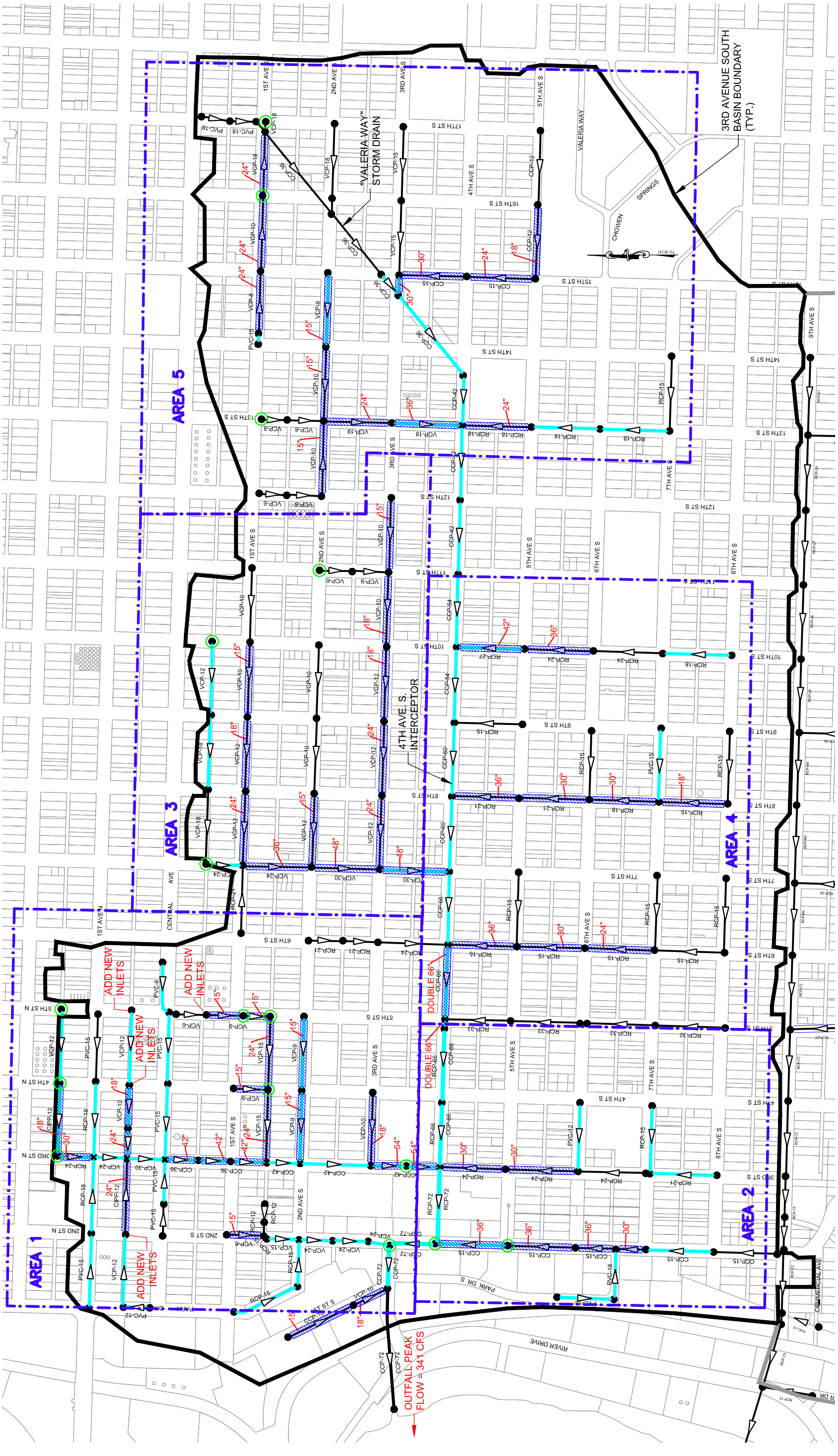
	<b>CENTRAL AVE / 3<sup>RD</sup> STREET DRAINAGE IMPROVEMENTS PHASE 2</b>	<b>VICINITY MAP</b>	OF 1779.1 1-18-2023
---	--	-------------------------	------------------------



V:\6-20115-City of Great Falls Drainage Basin Study\CADD 6-20115\Exhibits\FIG 1) 6-20115-Project Location Map.dwg



**FIGURE 1  
PROJECT LOCATION MAP**



**FIGURE 16 - 3RD AVENUE SOUTH BASIN  
ALTERNATIVE NO.1 - PIPE UPSIZING AND  
INLET IMPROVEMENTS ONLY  
(5 YEAR, 2 HOUR STORM)**

GREAT FALLS DRAINAGE BASIN STUDY

0 550 1100 Feet

TYPICAL PIPE WITH FLOW DIRECTION  
 LEVEL 1 SURCHARGING - PRESSURE FLOW  
 IN PIPE  
 LEVEL 2 SURCHARGING - PRESSURE FLOW IN  
 PIPE AND SURFACE FLOODING AT  
 MANHOLES/INLETS  
 PIPE SIZE TO BE INCREASED  
 EXISTING PIPE SIZE AND MATERIAL  
 NEW PIPE SIZE  
 TYPICAL MANHOLE  
 STORM INLET CAPACITY TO  
 BE INCREASED



# FIGURE 2 - PHASE EXHIBIT

Note: Alignments are preliminary and subject to change

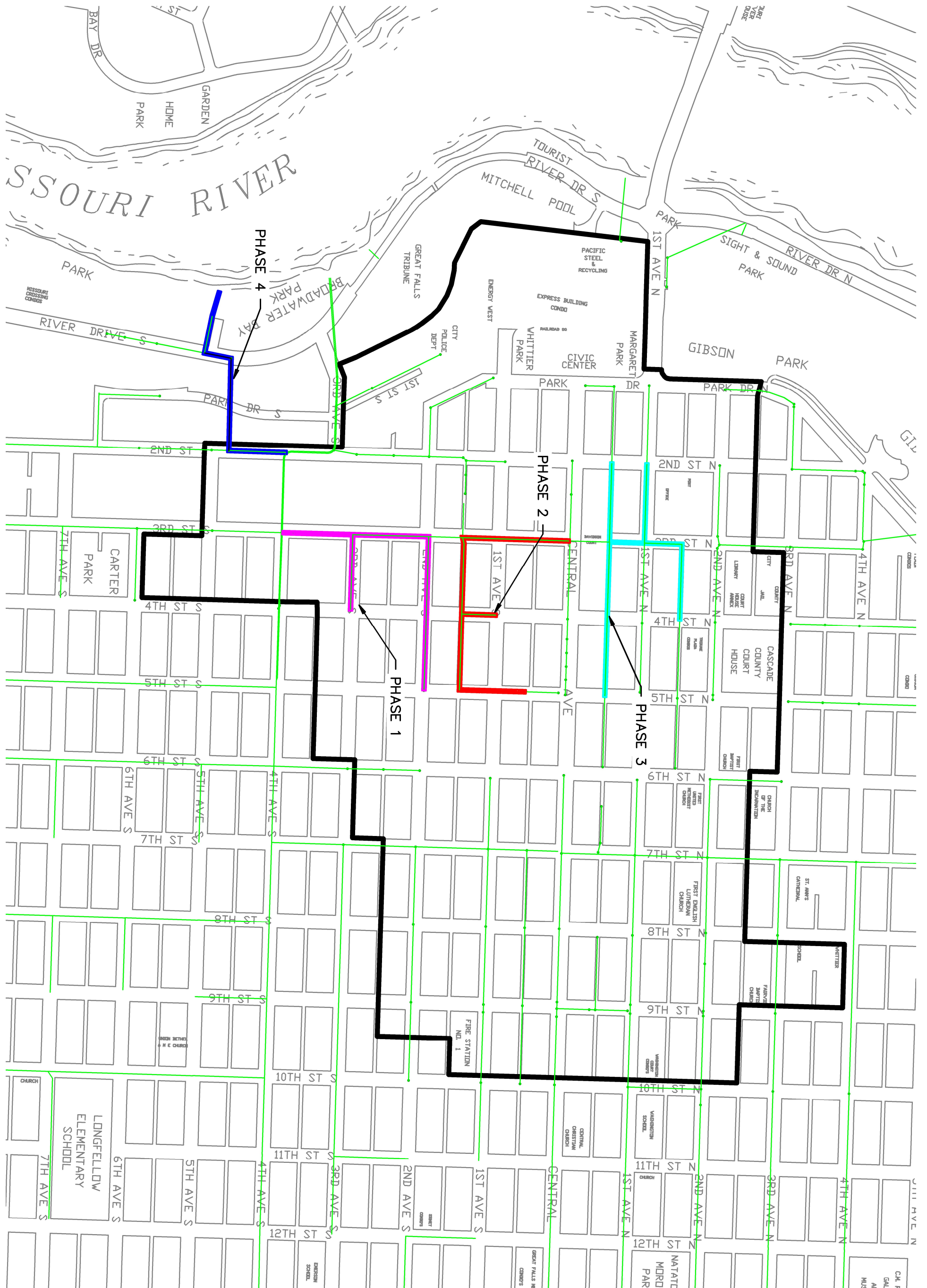
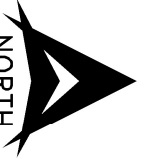


FIGURE 2	CITY OF GREAT FALLS - PUBLIC WORKS DEPARTMENT OF 1779.0	DESIGNED BY: RJB	CHECKED BY: ###	SCALE: AS SHOWN	REVISED: ##-##-##
		DRAWN BY: RJB	APPROVED BY: ###	DATE: 04-05-2022	AS-BUILT



Commission Meeting Date: August 6, 2024

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Public Hearing – Annexation of parts of Lot 12-A, Block 13 of the Country Club Addition, Section 14, T20N, R3E, P.M.M., Cascade County, Montana (423 Riverview Court); and, establishing the City zoning classification of R-2 Single-family Medium Density

**From:** Sara Doermann, Associate City Planner, Planning and Community Development

**Initiated By:** Estate of Sharon C. Wilson, Owner

**Presented By:** Brock Cherry, Director, Planning and Community Development

**Action Requested:** Adopt Resolution 10550 and Ordinance 3269, and approve the Annexation Agreement

**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. “I move that the City Commission (adopt/deny) Resolution 10550 and (approve/deny) the Annexation Agreement pertaining to Lot 12-A, Block 13 of the Country Club Addition, and addressed as 423 Riverview Court.”

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

And;

- II. “I move that the City Commission (adopt/deny) Ordinance 3269 to assign R-2 Single-family Medium Density zoning for Lot 12-A, Block 13 of the Country Club Addition, addressed as 423 Riverview Court.”

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

**Staff Recommendation:**

At the conclusion of a public hearing held on June 11, 2024, the Planning Advisory Board/Zoning Commission recommended the City Commission approve the annexation and establishment of Single-family Medium Density (R-2) zoning for the subject property. Staff also recommends approval of the



applicant proposing annexation and R-2 zoning for Lot 12-A, Block 13 of the Country Club Addition with the following conditions:

**Conditions of Approval:**

1. **General Code Compliance.** Any future development of the property shall be consistent with the conditions in this report, as well as all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. **Annexation Agreement.** The applicant shall abide by the terms and conditions and pay all fees specified in the attached Annexation Agreement for the subject property. The Annexation Agreement must be signed by the applicant and recorded with the Cascade County Clerk and Recorder.
3. **Land Use & Zoning.** The property's development shall be consistent with the allowed uses and specific development standards of the R-2 Single-family Medium Density zoning district.

**Summary:**

In April of 2024, the owner of the property located at 423 Riverview Court submitted an application to annex portions of adjacent land on the west and east sides of the existing property shown on *Attachment D – Amended Plat*. The purpose of this annexation is to file an amended plat that adjusts boundary lines to address building encroachments on neighboring properties and to incorporate the area between the existing eastern property line and the ordinary low water line of the Missouri River. The existing residence is served by City utility connections to water and sanitary sewer. No development or building permit is being requested as part of this application. The owner has agreed to the *Annexation Agreement*. This agreement outlines the owner's responsibility for costs, and addresses the creation of any special improvement districts.

**Background:**

**Annexation Request:**

A portion of the subject property, approximately 15,573 square feet, is already within the City limits. The annexation request is to add approximately 4,850 square feet of land adjacent to the west property line of the existing lot to include existing building encroachments, and approximately 5,841 square feet of land adjacent to the east property line between the existing lot line and the ordinary low water line of the Missouri River as can be seen on *Attachment D – Amended Plat*. Together, these two annexation areas total 10,691 square feet, or 0.245 acres. If approved, after annexation and a boundary line adjustment, the total area of Lot 12-A will be 26,264 square feet, or 0.603 acres. The property proposed for annexation is contiguous to the existing city limits through the portion of the subject property that is already within City limits and the property to the south.

In summary, the requested annexation is supported by City staff. The basis for decision of the Planning Advisory Board and the decision of the City Commission shall, at a minimum, consider the criteria which are attached as *Attachment A - Basis of Decision – Annexation*.

**Establishment of Zoning:**

The subject property is being proposed for R-2 Single-family Medium Density zoning. The R-2 zoning district aligns with the existing use of a single-family residence upon the property and fits the existing surrounding residential uses. Nearby residences and property within the City of Great Falls are within the R-2 zoning district. The basis for decision on zoning map amendments is listed in the Official Code of the City of Great Falls (OCCGF) 17.16.40.030 of the Land Development Code. The recommendation of the Zoning Commission and the decision of the City Commission shall at a minimum consider the criteria, which are attached as *Attachment B - Basis of Decision – Zoning Map Amendment*.

**Neighborhood Council Input:**

The subject property is located adjacent to Neighborhood Council #1. The project was presented to the Council at their regularly scheduled meeting on May 14<sup>th</sup>, 2024. The Council voted unanimously to support the request.

**Public Comment:**

Notice of the public hearing was published in the Great Falls Tribune on July 21, 2024 for City Commission Public Hearing. Additionally, mailers were sent to neighbors within 150 feet, and a sign was placed on the premises of the subject property. Staff has received one proponent public comment for this request from a Riverview Court neighbor, please see *Attachment E – Public Comment*.

**Concurrences:**

Representatives from multiple departments, including the City’s Public Works Department have been involved throughout the review process for this request. Both Engineering Division of Public Works and the Legal Department have collaborated and came to consensus on the submitted Annexation Agreement.

**Fiscal Impact:**

The request to annex the subject property will utilize existing utility infrastructure and is located within an area currently served by City Fire and Police. The annexation will add additional land to an existing lot within the city, which will slightly increase the City’s tax base.

**Alternatives:**

The City Commission could deny acceptance of Resolution 10550 and Ordinance 3269. For these actions, the City Commission must provide a separate Basis of Decision for denial of the annexation and establishment of zoning.

**Attachments/Exhibits:**

- Resolution 10550
- Resolution 10550 – Exhibit A
- Ordinance 3269
- Ordinance 3269 – Exhibit A
- Annexation Agreement
- Attachment A - Basis of Decision – Annexation
- Attachment B – Basis of Decision – Zoning Map Amendment
- Attachment C – Application and Narrative
- Attachment D – Amended Plat
- Attachment E – Public Comment

**RESOLUTION 10550**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF THE CITY OF GREAT FALLS TO INCLUDE LOT 12-A, BLOCK 13 OF COUNTRY CLUB ADDITION LOCATED IN SECTION 14, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA IN ACCORDANCE WITH THE PROVISION OF SECTION 7-2-4601, MONTANA CODE ANNOTATED.**

\* \* \* \* \*

**WHEREAS**, the City of Great Falls is a city incorporated under the laws of the State of Montana, and having a population of more than ten thousand (10,000) is a city of the first class; and

**WHEREAS**, there is contiguous to said City, but without the boundaries thereof, certain tracts of land situated in the County of Cascade, State of Montana, and described as follows:

Lot 12-A, Block 13 of the Country Club Addition, Section 14, T20N, R3E, P.M.M., Cascade County, Montana;

all as shown on the map attached hereto marked "Exhibit A", and by this reference made a part hereof; and

**WHEREAS**, Section 7-2-4601, Montana Code Annotated, provides that whenever the owner of real property contiguous to any incorporated city of the first class petition to have said property made a part of the municipal corporation, such land may be embraced within the corporate limits thereof and the boundaries of such city of the first class extended so as to include the same; and

**WHEREAS**, Estate of Sharon C. Wilson, the property owner of the hereinabove described property has submitted a petition to have the subject property annexed to the City of Great Falls; and

**WHEREAS**, the Great Falls Planning Advisory Board/Zoning Commission conducted a public hearing on June 11, 2024, to consider said annexation and assignment of zoning of R-2 Single-family Medium Density district and, at the conclusion of said hearing, passed a motion recommending the City Commission annex and assign said zoning to the property legally described as Lot 12-A, Block 13 of the Country Club Addition, Section 14, T20N, R3E, P.M.M., Cascade County, Montana; and,

**WHEREAS**, the City Commission finds that it is to the best interest of the City of Great Falls and its inhabitants to proceed with the incorporation of said territory into the City of Great Falls; and

**WHEREAS**, the City Commission adopted Resolution 10388 to authorize and direct City staff to update the appropriate boundaries of neighborhood council district 1 to include the subject properties.

**WHEREAS**, all of the proceedings herein have been conducted in strict compliance with and in conformity to the laws of the Montana Code Annotated, Title 7, Chapter 2, Part 46, Annexation by Petition, and all conditions, acts, and actions required to be performed precedent to and in the passage and adoption of this resolution have been properly and legally done, and performed.

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

That the boundaries of the City of Great Falls, Montana, be, and the same are hereby extended so as to embrace and include within the corporate limits of said city, all of the land hereinabove described, included as Lot 12-A, Block 13 of the Country Club Addition, Section 14, T20N, R3E, P.M.M., Cascade County, Montana; as shown on attached “Exhibit A.”

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

That the Cascade County Clerk and Recorder is hereby authorized and directed to change the appropriate boundaries of the City of Great Falls, Montana, to include said tract of land; and

That this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

**PASSED AND ADOPTED** by the City Commission of the City of Great Falls, Montana, on this 6th day of August, 2024.

\_\_\_\_\_  
Cory Reeves, Mayor

ATTEST:

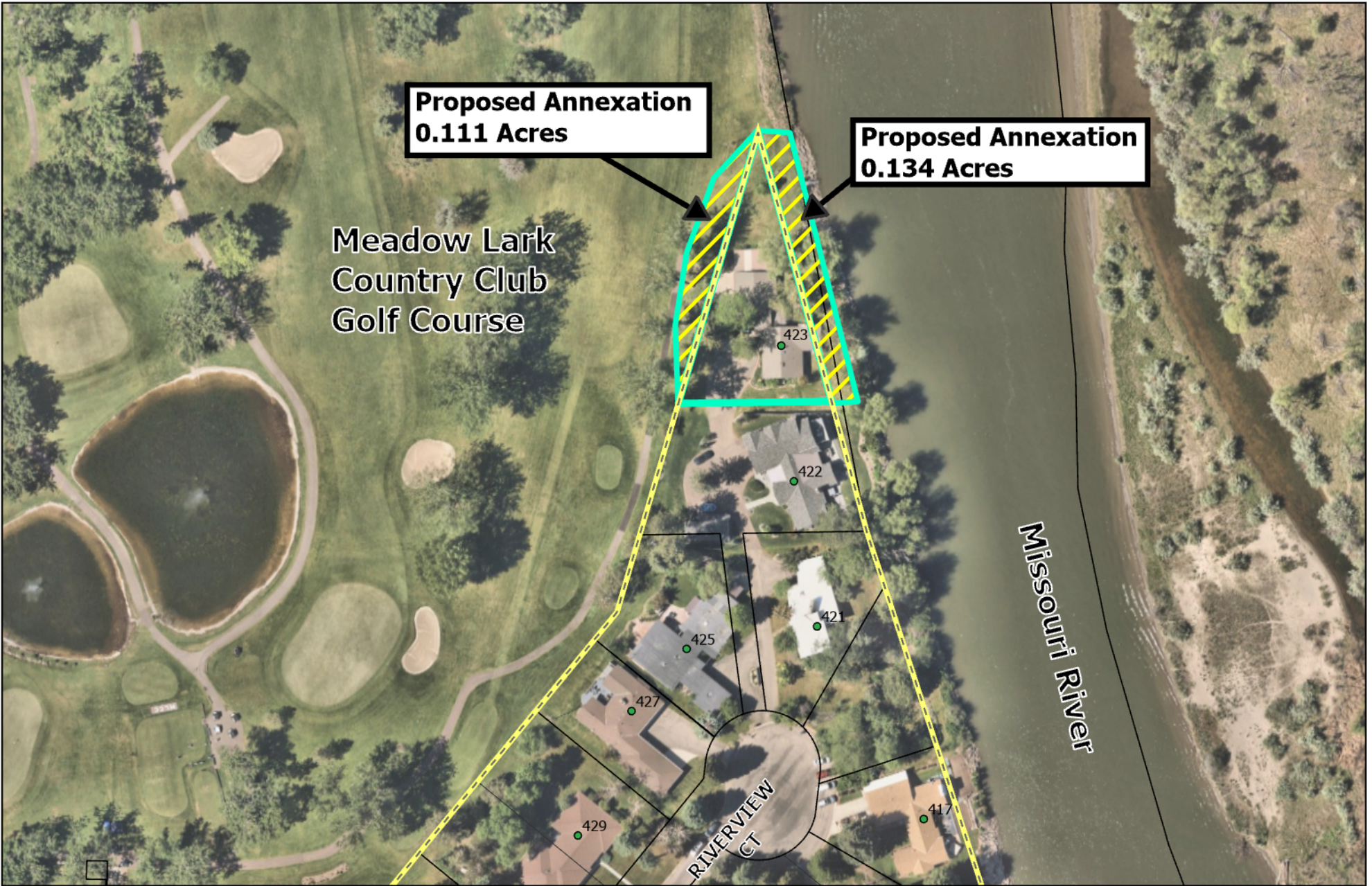
\_\_\_\_\_  
Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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

# Resolution 10550 - Exhibit A



- City Limit
- Resolution 10550 - Proposed Annexation
- Parcels



**ORDINANCE 3269**

**AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF R-2 SINGLE-FAMILY MEDIUM DENSITY TO LOT 12-A, BLOCK 13 OF COUNTRY CLUB ADDITION LOCATED IN SECTION 14, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA.**

\* \* \* \* \*

**WHEREAS**, the property owner, the Estate of Sharon C. Wilson, has petitioned the City of Great Falls to annex the subject property, which consists of approximately 0.245 acres. This includes approximately 0.111 acres of land adjacent to the western property line of the existing lot to incorporate existing building encroachments, and approximately 0.134 acres of land adjacent to the eastern property line between the existing lot line and the ordinary low water line of the Missouri River, as legally described above; and,

**WHEREAS**, the Estate of Sharon C. Wilson has petitioned the City of Great Falls to assign a zoning classification of R-2 Single-family Medium Density to Lot 12-A, Block 13 of the Country Club Addition, upon annexation to the City; and,

**WHEREAS**, the Great Falls Zoning Commission conducted a public hearing on June 11, 2024 to consider said assignment of zoning of R-2 Single-family Medium Density district and, at the conclusion of said hearing, passed a motion recommending the City Commission assign said zoning to the subject property legally described as Lot 12-A, Block 13 of the Country Club Addition, Section 14, T20N, R3E, P.M.M., Cascade County, Montana (423 Riverview Court); and,

**WHEREAS**, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 6th day of August, 2024, before final passage of said Ordinance herein; and,

**WHEREAS**, following said public hearing, it was found and decided that the assignment of R-2 zoning on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.030, and that the said zoning designation be made.

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

Section 1. It is determined that the herein requested R-2 zoning request meets the criteria and guidelines cited in Mont. Code Ann. § 76-2-304, and Section 17.16.40.030 of the OCCGF.

Section 2. That the zoning classification of “R-2 Single-family Medium Density” be assigned to Lot 12-A, Block 13 of the Country Club Addition, Section 14, T20N, R3E, P.M.M., Cascade County, Montana (423 Riverview Court) as shown in “Exhibit A”, subject to the setbacks, and other development standards and by this reference made a part hereof, as well as all other applicable regulatory codes and ordinances.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading July 2, 2024.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading August 6, 2024.

\_\_\_\_\_  
Cory Reeves, Mayor

ATTEST:

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

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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



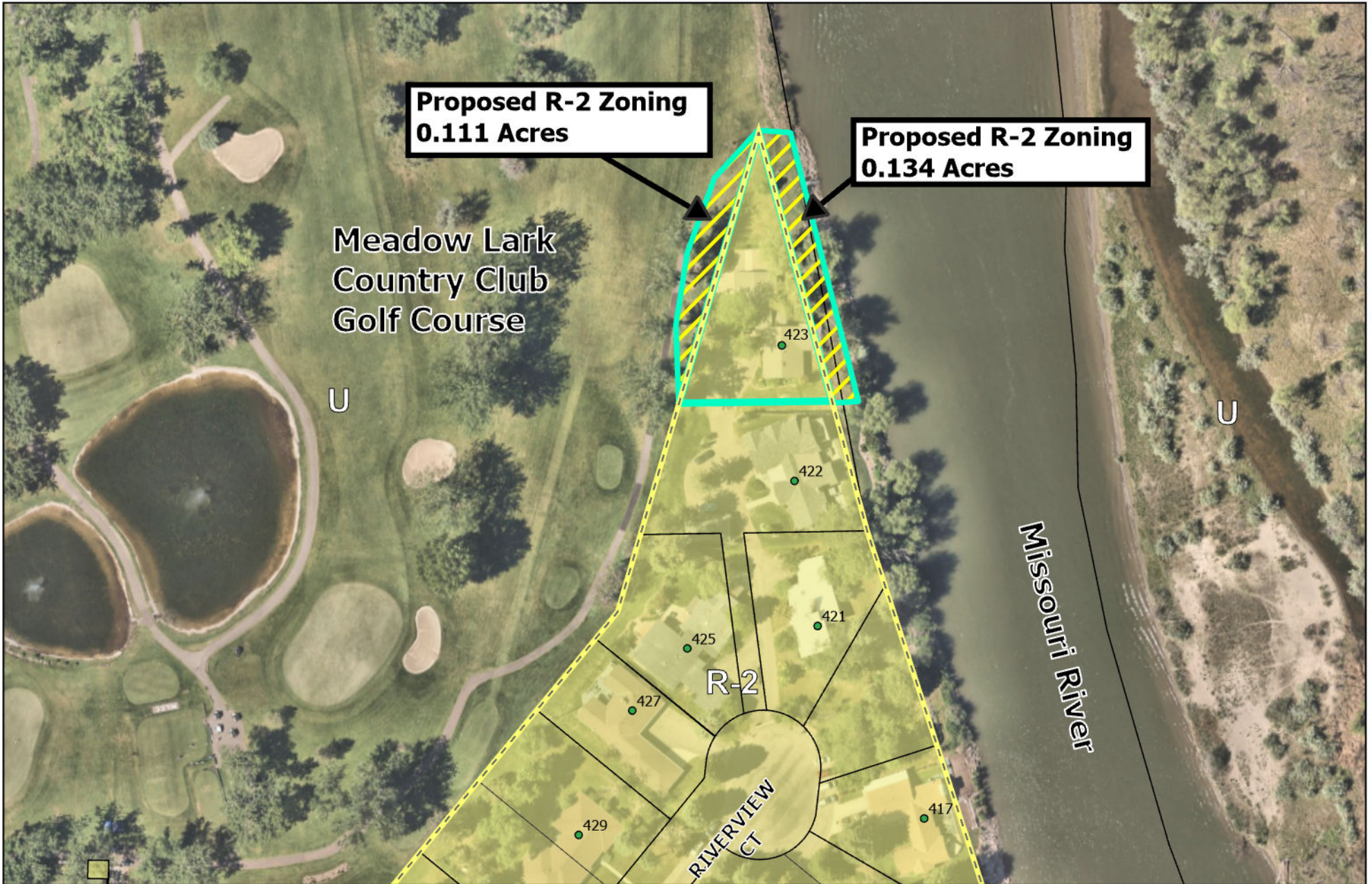
State of Montana )  
County of Cascade : ss  
City of Great Falls )

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the City Commission, Ordinance 3269 on the Great Falls Civic Center posting board and the Great Falls City website.

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

(CITY SEAL)

# Ordinance 3269 - Exhibit A



- City Limit
- Ordinance 3269 - Proposed R-2 Zoning
- Parcels
- R-2 Single-family Medium Density
- U Unincorporated Enclave

0 100 200 400 Feet



**ANNEXATION AGREEMENT**  
**TRACT OF LAND LEGALLY DESCRIBED AS LOT 12-A, BLOCK 13 OF THE COUNTRY CLUB**  
**ADDITION, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA.**

The following is a binding Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the Estate of Sharon C. Wilson, hereinafter referred to as “Owner”, and the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as “City”, regarding the requirements for annexation of a tract of land into the corporate limits of the City legally described as Lot 12-A, Block 13 of the Country Club Addition, Section 14, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana, hereinafter referred to as “Subject Property”. Owner of the aforementioned Subject Property agrees to, and is bound by, the provisions of this Agreement, and by signing this Agreement, therefore agrees to terms applicable to the Subject Property. The City is authorized to enter into this Agreement by §17.68.010-040 of the Official Code of the City of Great Falls (OCCGF).

**1. Purpose.** The purpose of this Agreement is to ensure that the Owner understands and agrees to certain conditions relating to the requested Annexation. Generally, this Agreement:

**1.1** Declares that the Owner is aware of and has properly accounted for any natural conditions that may adversely affect the Subject Property;

**1.2** Waives protest and appeal by the Owner and their successors against the creation of special improvement and maintenance districts that would provide and maintain necessary infrastructure;

**1.3** Indemnifies the City from claims relating to its approval of any construction or other development-related activities for the Subject Property and clarifies the City’s limited role in the approval and oversight of any such construction or other development-related activities.

**2. Supporting Documents.** Each of the following supporting documents are to be submitted for review and approval by the City.

**2.1 Plat.** The Amended Plat of Portions of Lot 12, Block 13, Country Club Addition, Great Falls, Montana to be filed on record in the Clerk and Recorder’s Office of Cascade County, Montana, upon approval by the City of Great Falls.

**2.2 Legal Documentation.** Legal documents, including but not limited to any easements, covenants, and restrictions establishing the authority and responsibilities of Owner, which may be recorded in the Clerk and Recorder’s Office of Cascade County, Montana.

**3. Fees.** The Owner understands that they are required to pay the following fees as they come due. The absence of any fee from this Agreement which is lawfully charged by the City in connection with construction activity associated with Subject Property shall not constitute a waiver by the City.

**3.1 Recording Fees.** The Owner will pay all recording fees at the rate charged by Cascade County at the time the annexation resolution and this Agreement are submitted for recording.

**3.2 Storm Drain Fee.** The Owner will pay a storm drain fee in the amount of \$250 per acre for annexation of the Subject Property. This equates to **\$61.25** for the total 0.245 acres of the Subject

Property. The total storm drain fee shall be paid to the City no later than 30 days after City Commission action to annex the Subject Property into the City.

**3.3 Payment of Application Fees Acknowledged.** The following fees have been paid by the Owner: \$3,000.00 application fee for annexation and \$400.00 for the administrative plat.

**4. Site Conditions.** The Owner warrants that they have conducted site investigations sufficient to be aware of all natural conditions, including, but not limited to, flooding, slopes, and soils characteristics, that may affect the installation of improvements on the Subject Property. The Owner further warrants that all plans submitted pursuant to this Agreement and all applications for building permits within the Subject Property will properly account for all such conditions. The Owner holds the City harmless for natural conditions and for any faults in their own assessment of those conditions.

**5. On-Site Improvements.** Any on-site improvements required to provide water, sanitary sewer, access, and other similar improvements shall be the responsibility of the Owner. If necessary, the Owner shall provide public utility easements for all required public utilities and any related access to such utilities by the City.

**6. Nonconforming structures.** The City acknowledges previously existing structures on the Subject Property. If these structures are found to be nonconforming, they may continue so long as they remain otherwise lawful, subject to the provisions within OCCGF 17.64.030 – Nonconforming structures.

**7. Special Improvement and Maintenance Districts.** Owner hereby agrees to waive their right to protest and appeal the lawful creation by the City of special improvement or maintenance districts for any proper purpose and shall pay the proportionate share of the costs associated with said special improvement or maintenance districts as they may be applied to the Subject Property.

**8. Park District.** Owner acknowledges that the Subject Property will be, by operation of law and pursuant to Resolution No. 10238, adopted by the City Commission on June 5, 2018, included within the boundaries of the Great Falls Park District Number 1. Owner acknowledges that property within the Great Falls Park District Number 1, including the Subject Property, is subject to annual assessments for the purposes of the Great Falls Park District Number 1 in amounts to be determined by the City Commission each year, in accordance with Resolution No. 10238, as it may be amended or supplemented.

**9. City Acceptance and Zoning.** In consideration of the terms of this Agreement, the City hereby accepts the Subject Property incorporation by annexation into the corporate limits of the City of Great Falls, Montana, with an assigned City zoning classification of R-2 Single-family Medium Density.

**10. Floodplain Regulations.** The subject property is located within the Special Flood Hazard Area as identified by the Federal Emergency Management Agency (FEMA) flood maps. Development, new construction, alteration or substantial improvement may not commence without full compliance with the provisions of OCCGF Title 17, Chapter 56 – Floodplain Overlay Districts and will require a floodplain permit.

**11. Limitation of Liability.** The City will conduct a limited review of plans and perform inspections for compliance with requirements set forth in this Agreement and/or in applicable law. The scope of such review and inspections will vary based upon development type, location and site characteristics. The Owner is exclusively responsible for ensuring that the design, construction drawings, completed construction, and record drawings comply with acceptable engineering practices, State and Federal

requirements, and other applicable standards. The City's limited plan review and inspections are not substantive reviews of the plans and engineering. The City's approval of any plans or completed inspections is not an endorsement of the plan or approval or verification of the engineering data and plans. Neither the Owner, nor any third party may rely upon the City's limited review or approval.

The Owner shall indemnify, hold harmless and defend the City of Great Falls, its officers, agents, servants and employees and assigns from and against all claims, debts, liabilities, fines, penalties, obligations and costs including reasonable attorney fees, that arise from, result from or relate to obligations relating to the Subject Property described herein. Upon the transfer of ownership of the property, the prior owner (whether it is the Owner that signed this agreement or a subsequent owner) indemnity obligation herein for the transferred property is released as to that owner and the indemnity obligation runs to the new owner of the property. Only the owner of the parcel of property at the time the City incurs the claim, debt, liability, fine, penalty, obligation or cost, is obligated to indemnify, and no owner of property is obligated to indemnify for adverse conditions on property owned by someone else. This indemnification by the Owner of the property shall apply unless such damage or injury results from the gross negligence or willful misconduct of the City.

**12. Binding Effect.** The provisions, covenants and terms of this Agreement shall run with the land and bind the present Owner, their devisees, heirs, successors, and assigns; and any and all parties claiming by, through, or under them, shall be taken to agree and covenant with each of the parties to the Agreement, their devisees, heirs, successors and assigns, to conform to the provisions, covenants and terms of this Agreement.

*[remainder of page left intentionally blank]*

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day, month, and year first hereinabove written.

THE CITY OF GREAT FALLS, MONTANA  
A Municipal Corporation of the State of Montana

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

ATTEST:

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

(Seal of City)

APPROVED FOR LEGAL CONTENT\*:

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

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

Estate of Sharon C. Wilson

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

Its: \_\_\_\_\_

State of \_\_\_\_\_ )  
:ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year Two Thousand and Twenty-four, before me, the undersigned, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the persons whose names are subscribed to the instrument within and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(NOTARIAL SEAL)

## Attachment A

**BASIS OF DECISION – ANNEXATION**

Lot 12-A, Block 13 of the Country Club Addition, Section 14, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana

**PRIMARY REVIEW CRITERIA:**

The basis for decision on annexation is listed in the Official Code of the City of Great Falls § 17.16.7.050 of the Land Development Code. The recommendation of the Planning Advisory Board and the decision of the City Commission shall at a minimum consider the following criteria:

**1. The subject property is contiguous to the existing City limits.**

The subject property is contiguous to the existing City limits, with a portion of the subject property being previously annexed.

**2. The proposed annexation is consistent with the City's growth policy.**

The proposed annexation is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. The request is supported by the following Social and Physical portions of the Growth Policy:

- Social Policy 1.4.13 – Protect the character, livability and affordability of existing neighborhoods by ensuring that infill development is compatible with existing neighborhoods.
- Environment 2.3 – Enhance the urban built environment by promoting infill and redevelopment in the City.
- Physical Policy 4.2.5 – Promote orderly development and the rational extension of infrastructure and City services.

**3. The proposed annexation is consistent with applicable neighborhood plans, if any.**

The property to be annexed is located adjacent to Neighborhood Council #1. There is no adopted neighborhood plan for Neighborhood Council #1, nor any other Council within the City. The project was presented to the Council at their regularly scheduled meeting on May 14th, 2024. The Council voted unanimously to support the request.

**4. The proposed annexation is consistent with other planning documents adopted by the City Commission, including a river corridor plan, transportation plan, and sub-area plans.**

The subject property is not located within any adopted plan or sub-area planning areas. The proposed annexation consists of an existing residential home and will not generate any additional traffic to the surrounding transportation network.

**5. The City has, or will have, the capacity to provide public services to the subject property.**

The City has the capacity to provide public services to the subject property, as they are within an area served by the City Fire and Police Department. The subject property is already served by City water and sanitary sewer.



## Attachment A

**6. The subject property has been or will be improved to City standards.**

The property to be annexed contains a building encroachment that was developed within the City. Existing non-conformities for the subject property will be allowed to continue when annexed into the City. Moving forward, the subject property shall be consistent with OCCGF § Title 17 Chapter 64, *Nonconformities*.

**7. The owner of the subject property will bear all of the cost of improving the property to City standards and or/ the owner has signed an agreement waiving the right of protest to the creation of a special improvement district created to pay, in whole or in part, any necessary improvement.**

The Annexation Agreement for the subject property is provided as an attachment to the Agenda Report. This agreement outlines the owner's responsibility for cost, and addresses the creation of any special improvement districts.

**8. The subject property has been or will be surveyed and officially recorded with the County Clerk and Recorder.**

The subject property has been surveyed and the owner will record a boundary line adjustment as part of the Amended Plat of portions of Lot 12, Block 13, Country Club Addition, Great Falls, Montana concurrently with the annexation request.

**9. The City will provide both water and sewer service to each of the uses in the subject property that may require potable water and waste water treatment and disposal.**

As mentioned above, the City is currently providing water and sanitary sewer services to the subject property and existing residence.

**10. The subject property is not located in an area the City Commission has designated as unsuitable for annexation.**

The subject property is not located in an area the City Commission has designated as unsuitable for annexation. Development, new construction, alteration or substantial improvement may not commence without full compliance with the provisions of OCCGF Title 17, Chapter 20 – *Lot Area and Dimensional Standards*.

**11. The subject property is not located in another city or town. (See: 7-2-4608 (1), MCA)**

The subject property is not located in another city or town.

**12. The subject property is not used in whole or in part for agriculture, mining, smelting, refining, transportation, or any other industrial or manufacturing purpose or any purpose incidental thereto. (See: 7-2-4608 (2), MCA)**

The subject property is not used for the uses listed above. The properties surrounding the subject property are existing residences.

## Attachment B

**BASIS OF DECISION – ZONING MAP AMENDMENT**

Lot 12-A, Block 13 of the Country Club Addition, Section 14, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana

**PRIMARY REVIEW CRITERIA:**

The basis for decision on zoning map amendments is listed in Official Code of the City of Great Falls (OCCGF) § 17.16.40.030 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the following criteria:

**1. The amendment is consistent with and furthers the intent of the City's growth policy.**

The proposal to annex and establish R-2 Single-family medium density zoning is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. The proposed zoning map amendment specifically supports the following goals and policies:

- Social Policy 1.4.13 – Protect the character, livability and affordability of existing neighborhoods by ensuring that infill development is compatible with existing neighborhoods.
- Environment 2.3 – Enhance the urban built environment by promoting infill and redevelopment in the City.
- Physical Policy 4.2.5 – Promote orderly development and the rational extension of infrastructure and City services.

**2. The amendment is consistent with and furthers adopted neighborhood plans, if any.**

The subject property is located adjacent to Neighborhood Council #1. There is no adopted neighborhood plan for Neighborhood Council #1, nor any other Council within the City. The project was presented to the Council at their regularly scheduled meeting on May 14th, 2024. The Council voted unanimously to support the request.

**3. The amendment is consistent with other planning documents adopted by the City Commission, including the river corridor plan, transportation plan and sub-area plans.**

The subject property is not located within any adopted plan or sub-area planning areas. The annexation request consists of an existing residential home and will not generate any additional traffic.

**4. The code with the amendment is internally consistent.**

The proposed establishment of R-2 Single-family Medium Density zoning is not in conflict with any portion of the existing City Code and will be consistent with adjacent existing zoning. The existing single-family home fits in with the context of the neighborhood based on the surrounding single-family homes adjacent to the property. The proposal will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish and impair property values in the neighborhood, as the subject property is an existing residential property.

**Attachment B****5. The amendment is the least restrictive approach to address issues of public health, safety, and welfare.**

There are no existing public health, safety, or welfare issues that have been identified for the subject property. The zoning assignment will have no impact on these issues.

**6. The City has or will have the financial and staffing capability to administer and enforce the amendment.**

The City has the financial and staffing capability to administer and enforce the amendment if it is approved. The use of the subject property conforms to the proposed zoning, and no new public infrastructure needs to be provided to support the new zoning designation on the property.

CITY OF GREAT FALLS  
PLANNING & COMMUNITY DEVELOPMENT DEPT.  
P.O. BOX 5021, GREAT FALLS, MT, 59403-5021  
406.455.8430 • WWW.GREATFALLSMT.NET

ANNX-000016-2024

LAND USE APPLICATION

Amended Plat of portions of Lot 12, Block 13, Country Club

Name of Project (if applicable):

423 Riverview Court, Great Falls, MT 59404

Project Address:

The Estate of Sharon C. Wilson, Melissa J. Pate, rep.

Applicant/Owner Name:

423 Riverview Court, Great Falls, MT 59404

Mailing Address:

(406) 600-3174

melissajpate@gmail.com

Phone:

Email:

Stephen D. Babb, PLS, CFedS

Representative Name:

(406) 788-6896

babbsurvey@bresnan.net

Phone:

Email:

- Annexation: \$3,000 + \$150/acre
- Preliminary Plat, Major: \$4,000 + \$100/lot
- Final Plat, Major: \$2,000 + \$50/lot
- Minor Subdivision: \$3,000
- Zoning Map Amendment: \$4,000
- Conditional Use Permit: \$3,000
- Planned Unit Development: \$4,000
- Amended Plat, Non-administrative: \$3,000

LEGAL DESCRIPTION:

Portions of Lot 12, Block 13, Country Club Addition

Lot/Block/Subdivision:

Government Lot 10, Section 14, Township 20 North, Range 3 East, Cascade County, MT

Section/Township/Range:

ZONING (ZONING MAP AMENDMENT ONLY):

LAND USE (CONDITIONAL USE ONLY):

Current:

Proposed:

Current:

Proposed:

I (We), the undersigned, understand that the filing fee accompanying this application is not refundable. I (We) further understand that the fee pays for the cost of processing, and the fee does not constitute a payment for approval of the application. I (We) further understand that public hearing notice requirements and associated costs for land development projects are my (our) responsibility. I (We) further understand that other fees may be applicable per City Ordinances. I (We) also attest that the above information is true and correct to the best of my (our) knowledge.

*Mississa Pate Co-Representative* 4.8.2024

Applicant/Owner's Signature:

Date:

*S.D. Babb*

4/8/2024

Representative's Signature:

Date:



Stephen D. Babb  
Professional Land Surveyor

April 8, 2024

City of Great Falls  
Planning & Community Development  
PO Box 5021  
Great Falls, MT 59403-5021

**RE: ANNEXATION: Narrative of proposed use and requested zoning**  
*Amended Plat of portions of Lot 12, Block 13, Country Club Addition*  
423 Riverview Court, Estate of Sharon C. Wilson

Ladies and Gentlemen,

My Client desires to annex portions Meadowlark Country Club property with common boundary lines with their existing Lot.

The existing boundary line relocation which totals 4,850 square feet on the attached Amended Plat on the westerly edge of the existing lot is required to remedy existing improvement and building encroachments which have occurred in the past that have recently come to light.

The existing boundary line relocation which totals 5,841 square feet on the attached Amended Plat on the easterly edge of the existing lot, which lies between the existing lot line as platted and the ordinary low water line of the Missouri River, is required to remedy a dispute between my Client and MLCC as to the ownership of the area.

Both of these proposed boundary relocations have been negotiated and agreed to between my Client and MLCC.

The existing city limits are contiguous and common to the existing lot lines, therefore these areas will need to be annexed into the city in order to facilitate the boundary line changes.

The proposed use of these annexed areas will remain the same as driveway, landscaped area, and river access areas.

The requested zoning on the annexed areas is requested to be R-2, single family, medium density, as is currently the zoning on the existing lot.

Best Regards,

Stephen D. Babb, PLS, CFedS  
Babb Land Surveying, Inc.

MT Reg #11699  
AZ Reg #26917

622 Alice Drive  
Great Falls, MT 59405

PHONE (406) 268-1188  
FAX (406) 268-1189  
CELL (406) 788-6896

Attachment D

THE AMENDED PLAT OF

PORTIONS OF LOT 12, BLOCK 13, COUNTRY CLUB ADDITION, GREAT FALLS, MONTANA

SITUATED IN G.L.O. (GOVERNMENT) LOT 10 OF SECTION 14, TOWNSHIP 20 NORTH, RANGE 3 EAST, OF THE PRINCIPAL MERIDIAN, CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

CERTIFICATE OF DEDICATION

WE, THE UNDERSIGNED OWNERS AND OWNERS REPRESENTATIVES OF THE SUBJECT PROPERTIES, DO HEREBY CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED AND PLATTED INTO LOTS, THE FOLLOWING DESCRIBED PROPERTY TO WIT:

LEGAL DESCRIPTION: LOT 12-A

A PARCEL OF LAND SITUATED IN GOVERNMENT LOT 10, SECTION 14, TOWNSHIP 20 NORTH, RANGE 3 EAST, OF THE PRINCIPAL MERIDIAN, CASCADE COUNTY, MONTANA, AND BEING ALL OF LOT 12, BLOCK 13, OF THE COUNTRY CLUB ADDITION, GREAT FALLS, MONTANA, WHICH LIES NORTHERLY OF THE NORTHERLY LINE OF THAT CERTAIN PORTION OF SAID LOT 12 DESCRIBED IN BOOK 219 OF DEEDS, PAGE 108; AND PORTIONS OF THE REAL PROPERTY DESCRIBED IN BOOK 242, PAGE 157, DESCRIBED AS FOLLOWS:

COMMENCING AT A 6" DIAMETER CONCRETE MONUMENT WHICH OCCUPIES THE POSITION OF THE NORTHERMOST CORNER OF SAID LOT 12, AND THE POINT OF BEGINNING OF LOT 12-A HEREIN DESCRIBED; THENCE N90°00'00"E A DISTANCE OF 26.84 FEET, MORE OR LESS, TO THE ORDINARY LOW WATER LINE OF THE MISSOURI RIVER; THENCE ALONG SAID ORDINARY LOW WATER LINE S16°04'42"E, MORE OR LESS, A DISTANCE OF 239.94 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID LINE WITH THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF THE PARCEL DESCRIBED IN BOOK 219 OF DEEDS, PAGE 108, RECORDS OF CASCADE COUNTY; THENCE LEAVING SAID ORDINARY LOW WATER LINE AND ALONG SAID EXTENDED LINE, S87°40'56"W A DISTANCE OF 23.47 FEET, MORE OR LESS, TO A 1/2" DIAMETER REBAR, WITH A YELLOW PLASTIC CAP STAMPED "HENEN 20665" WHICH OCCUPIES THE NORTHEASTERLY CORNER OF SAID PARCEL DESCRIBED IN BOOK 219 OF DEEDS, PAGE 108; THENCE ALONG THE NORTHERLY LINE OF SAID LAST SAID PARCEL, S87°40'56"W (S87°40'30"W RECORDED) A DISTANCE OF 133.02 FEET (133.2 FEET RECORDED) TO A 5/8" DIAMETER REBAR, 24" LONG, WITH A 2-1/2" DIAMETER ALUMINUM CAP STAMPED "STEPHEN D BABB, MT. 11699 LS", HEREINAFTER REFERRED TO AS A "BABB MONUMENT" WHICH OCCUPIES THE POSITION OF THE NORTHWEST CORNER THEREOF ON THE WESTERLY LINE OF SAID LOT 12 AND FROM WHICH THE NORTHERMOST CORNER OF SAID LOT 12 BEARS N14°54'36"E (N14°58'E RECORDED) A DISTANCE OF 245.14 FEET (245.8 FEET RECORDED); THENCE FROM SAID NORTHWEST CORNER, LEAVING THE WESTERLY LINE OF SAID LOT 12, N03°39'39"W A DISTANCE OF 67.87 FEET TO A BABB MONUMENT; THENCE N07°27'55"E A DISTANCE OF 63.09 FEET TO A BABB MONUMENT; THENCE N18°17'03"E A DISTANCE OF 68.93 FEET TO A BABB MONUMENT; THENCE N42°24'52"E A DISTANCE OF 55.72 FEET TO THE POINT OF BEGINNING OF LOT 12-A, HEREIN DESCRIBED; CONTAINING IN ALL 26,264 SQUARE FEET OR 0.603 ACRES, MORE OR LESS; TOGETHER WITH

LEGAL DESCRIPTION: LOT 12-B

A PARCEL OF LAND SITUATED IN GOVERNMENT LOT 10, SECTION 14, TOWNSHIP 20 NORTH, RANGE 3 EAST, OF THE PRINCIPAL MERIDIAN, CASCADE COUNTY, MONTANA, AND BEING ALL OF LOT 12, BLOCK 13, OF THE COUNTRY CLUB ADDITION, GREAT FALLS, MONTANA, WHICH LIES SOUTHERLY OF THE SOUTHERLY LINE OF THAT CERTAIN PORTION OF SAID LOT 12 DESCRIBED IN BOOK 219 OF DEEDS, PAGE 108, AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" DIAMETER REBAR, 24" LONG, WITH A 2-1/2" DIAMETER ALUMINUM CAP STAMPED "STEPHEN D BABB, MT. 11699 LS", HEREINAFTER REFERRED TO AS A "BABB MONUMENT" WHICH OCCUPIES THE POSITION OF THE SOUTHEASTERMOST CORNER OF SAID LOT 12 AND THE POINT OF BEGINNING OF LOT 12-B, HEREIN DESCRIBED, WHICH IS ON A CURVE OF A CIRCULAR CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S02°18'18"W A DISTANCE OF 50.00 FEET; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 12 AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°04'29" AN ARC DISTANCE OF 20.14 FEET TO A 1/2" DIAMETER REBAR, WITH A YELLOW PLASTIC CAP STAMPED "HENEN 20665" WHICH OCCUPIES THE POSITION OF THE SOUTHWESTERMOST CORNER OF SAID LOT 12; THENCE ALONG A WESTERLY LINE OF SAID LOT 12, N08°47'00"W A DISTANCE OF 157.93 FEET (158.1 FEET RECORDED) TO A BABB MONUMENT WHICH OCCUPIES AN ANGLE POINT IN THE WESTERLY BOUNDARY OF SAID LOT 12 AND IS ON THE SOUTHERLY LINE OF SAID PORTION OF LOT 12 DESCRIBED IN BOOK 219 OF DEEDS, PAGE 108; THENCE ALONG SAID SOUTHERLY LINE, N87°37'59"E (N87°40'30"E RECORDED) A DISTANCE OF 20.13 FEET TO A BABB MONUMENT WHICH OCCUPIES THE POSITION OF AN ANGLE POINT IN THE EASTERLY BOUNDARY OF SAID LOT 12; THENCE ALONG SAID EASTERLY BOUNDARY, S08°47'00"E A DISTANCE OF 155.53 FEET (155.5 FEET RECORDED) TO THE POINT OF BEGINNING OF LOT 12-B, HEREIN DESCRIBED;

CONTAINING IN ALL 3,121 SQUARE FEET OR 0.072 ACRES, MORE OR LESS; AND

THE ABOVE DESCRIBED REAL PROPERTY IS TO BE KNOWN AND DESIGNATED AS:

"THE AMENDED PLAT OF PORTIONS OF LOT 12, BLOCK 13, COUNTRY CLUB ADDITION, GREAT FALLS, MONTANA"; AND

PURPOSE STATEMENT

WITH REGARD TO LOT 12-A: THE PURPOSE OF THIS AMENDED PLAT IS TO RELOCATE A COMMON BOUNDARY LINE BETWEEN A SINGLE LOT WITH A PLATTED SUBDIVISION AND ADJOINING LAND OUTSIDE A PLATTED SUBDIVISION IN ORDER TO RECTIFY EXISTING ENCROACHMENTS AND TO CLARIFY ADJACENT RIVER BANK OWNERSHIP; AND WITH REGARD TO LOT 12-B: THE PURPOSE OF THIS AMENDED PLAT IS TO RE-TRACE THE BOUNDARIES OF AN EXISTING PARCEL OF LAND THAT WAS CREATED IN 1952 WHEN A PORTION OF LOT 12 WAS CONVEYED BY BOOK 219 OF DEEDS, PAGE 108, WHICH DIVORCED THE PORTION OF LOT 12 IDENTIFIED HEREON AS "LOT 12-B" FROM THE ORIGINAL LOT 12; AND

EXEMPTION FROM REVIEW: CITY OF GREAT FALLS

THEREFORE THIS AMENDED PLAT IS EXEMPT FROM REVIEW AS A SUBDIVISION BY THE CITY OF GREAT FALLS PURSUANT TO M.C.A. 76-3-207(1)(e) WHICH STATES:

- (1) EXCEPT AS PROVIDED IN SUBSECTION (2), UNLESS THE METHOD OF DISPOSITION IS ADOPTED FOR THE PURPOSE OF EVADING THIS CHAPTER, THE FOLLOWING DIVISIONS OR AGGREGATIONS OF TRACTS OF RECORD OF ANY SIZE, REGARDLESS OF THE RESULTING SIZE OF ANY LOT CREATED BY THE DIVISION OR AGGREGATION, ARE NOT SUBDIVISIONS UNDER THIS CHAPTER BUT ARE SUBJECT TO THE SURVEYING REQUIREMENTS OF 76-3-401 FOR DIVISIONS OR AGGREGATIONS OF LAND OTHER THAN SUBDIVISIONS AND ARE SUBJECT TO APPLICABLE ZONING REGULATIONS ADOPTED UNDER TITLE 76, CHAPTER 2: (e) divisions made for the purpose of relocating a common boundary line between a single lot within a platted subdivision and adjoining land outside of a platted subdivision. A restriction or requirement on the original platted lot or original unplatted parcel continues to apply to those areas; AND

EXEMPTION: MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY

WE FURTHER CERTIFY THAT LOT 12-A IS EXEMPT FROM REVIEW AS A SUBDIVISION BY THE STATE OF MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT A.R.M. 17.36.605(2)(c)(i)(ii)(iii)(A)(B)(C)(D), WHICH STATES: (2) The reviewing authority may exclude the following parcels created by divisions of land from review under Title 76, chapter 4, part 1, MCA, unless the exclusion is used to evade the provisions of that part: (c) a parcel that will be affected by a proposed boundary line adjustment, if the parcel has existing facilities for water supply, wastewater disposal, storm drainage, or solid waste disposal that were not subject to review, and have not been reviewed, under Title 76, chapter 4, part 1, MCA, and if: (i) no facilities, other than those in existence prior to the boundary line adjustment, or those that were previously approved as replacements for the existing facilities, will be constructed on the parcel; (ii) existing facilities on the parcel complied with state and local laws and regulations, including permit requirements, which were applicable at the time of installation, and (iii) the local health officer determines that existing facilities are adequate for the existing use; AND

(CONTINUED ON NEXT COLUMN)

CERTIFICATE OF DEDICATION (continued...)

WE FURTHER CERTIFY THAT LOT 12-B IS EXEMPT FROM REVIEW AS A SUBDIVISION BY THE STATE OF MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY BECAUSE LOT 12-B OF THIS AMENDED SUBDIVISION PLAT IS A RE-TRACEMENT OF AN EXISTING PARCEL OF LAND THAT WAS DIVORCED FROM THE ORIGINAL LOT 12 BY THE CONVEYANCE OF A PORTION OF LOT 12 AS RECORDED AT BOOK 219, OF DEEDS, PAGE 108 IN 1952; AND THEREFORE NO NEW PARCEL IS BEING CREATED AND NO BOUNDARIES OF THE EXISTING PARCEL BEING RE-TRACED ARE BEING CHANGED.

SO CERTIFIED, DEDICATED, AND DESIGNATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024. For: Melissa J. Pate

By: Melissa J. Pate, Personal Representative, Sharon C. Wilson Estate

ACKNOWLEDGED

State of MONTANA ) ss. County of CASCADE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public for the State of Montana, personally appeared MELISSA J. PATE, known to me to be the Personal Representative of the Sharon C. Wilson Estate and the person which executed the foregoing instrument. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year herein above first written.

Notary Public for the State of Montana: \_\_\_\_\_ Residing at: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

SO CERTIFIED, DEDICATED, AND DESIGNATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024. For: Delia J. Singer

By: Delia J. Singer, Personal Representative, Sharon C. Wilson Estate

ACKNOWLEDGED

State of \_\_\_\_\_ ) ss. County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public for the State of Montana, personally appeared DELIA J. SINGER, known to me to be the Personal Representative of the Sharon C. Wilson Estate and the person which executed the foregoing instrument. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year herein above first written.

Notary Public for the State of \_\_\_\_\_: \_\_\_\_\_ Residing at: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

SO CERTIFIED, DEDICATED, AND DESIGNATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024. For and on behalf of Meadowlark Country Club, Inc.

By: Jason Kunz, President of the Board of Directors

ACKNOWLEDGED

State of MONTANA ) ss. County of CASCADE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public for the State of Montana, personally appeared JASON KUNZ, known to me to be the President of the Meadowlark Country Club, Inc. Board of Directors and the person which executed the foregoing instrument. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year herein above first written.

Notary Public for the State of Montana: \_\_\_\_\_ Residing at: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

CERTIFICATE OF COUNTY TREASURER

I, DIANE C. HEIKKILA, CASCADE COUNTY TREASURER, DO HEREBY CERTIFY PURSUANT TO SECTION 76-3-207(3) M.C.A., THAT ALL REAL PROPERTY TAXES ASSESSED AND LEVIED ON THE LAND DESCRIBED HEREON HAVE BEEN PAID;

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

DIANE C. HEIKKILA, CASCADE COUNTY TREASURER BY: \_\_\_\_\_ DEPUTY REPRESENTATIVES

CERTIFICATE OF SURVEYOR

I, STEPHEN D. BABB, PROFESSIONAL LAND SURVEYOR, MONTANA REGISTRATION #11699LS, AND CERTIFIED FEDERAL SURVEYOR #1355, DO HEREBY CERTIFY THAT DURING THE MONTH OF AUGUST, 2021, AND JANUARY, 2024, THAT I PERFORMED THE SURVEY THAT THE ACCOMPANYING PLAT REPRESENTS AND THAT THIS SURVEY IS IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN 76-3-402 AND 403, M.C.A., AND THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN;

DATED THIS 7th DAY OF February, 2024.

PRELIMINARY

THIS SURVEY AND PLAT ARE VALID ONLY IF THE PRINT HAS THE ORIGINAL SEAL AND SIGNATURE OF THE LAND SURVEYOR

STEPHEN D. BABB, PROFESSIONAL LAND SURVEYOR, MONTANA REGISTRATION #11699LS, CERTIFIED FEDERAL SURVEYOR #1355

RECORD DATA SOURCES

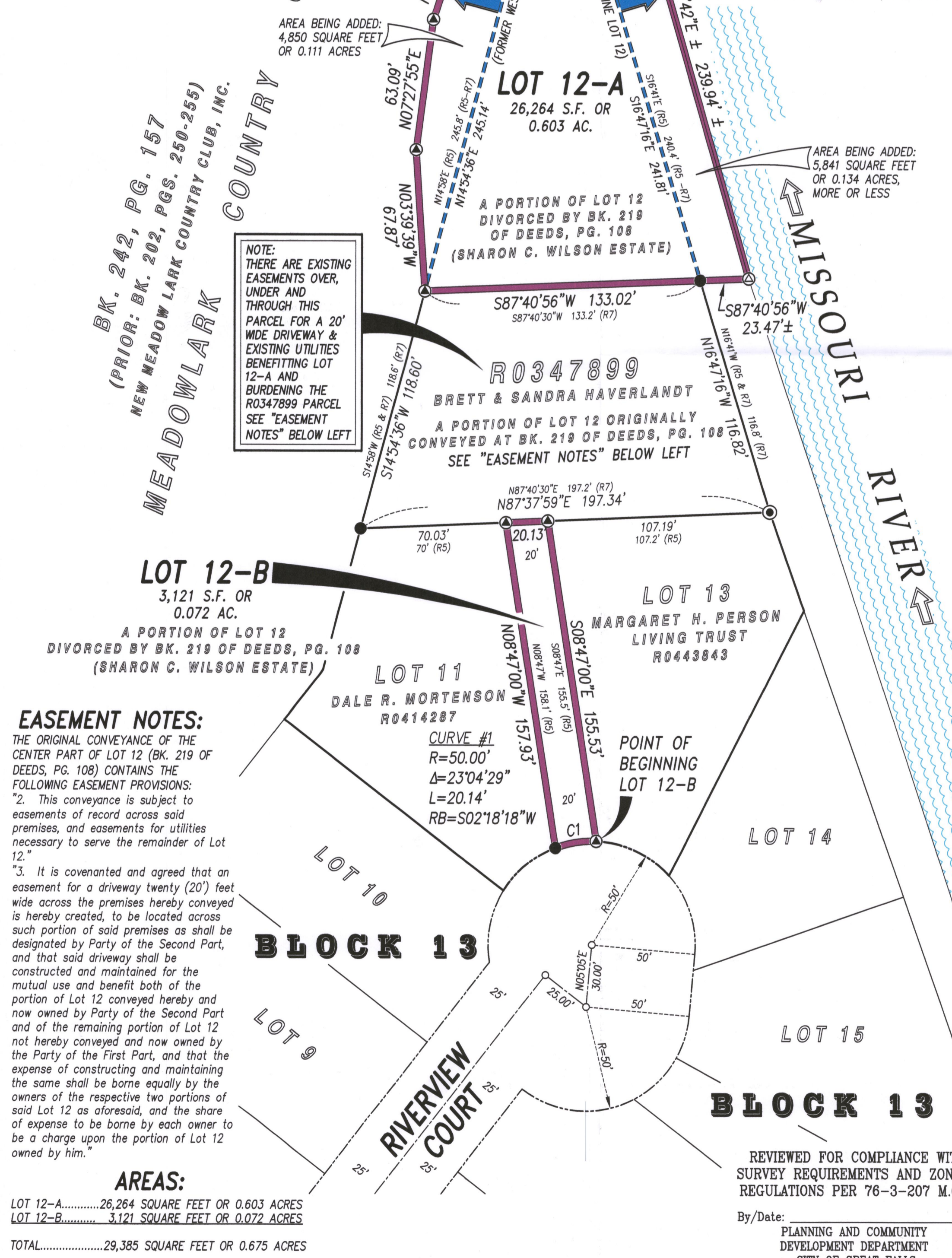
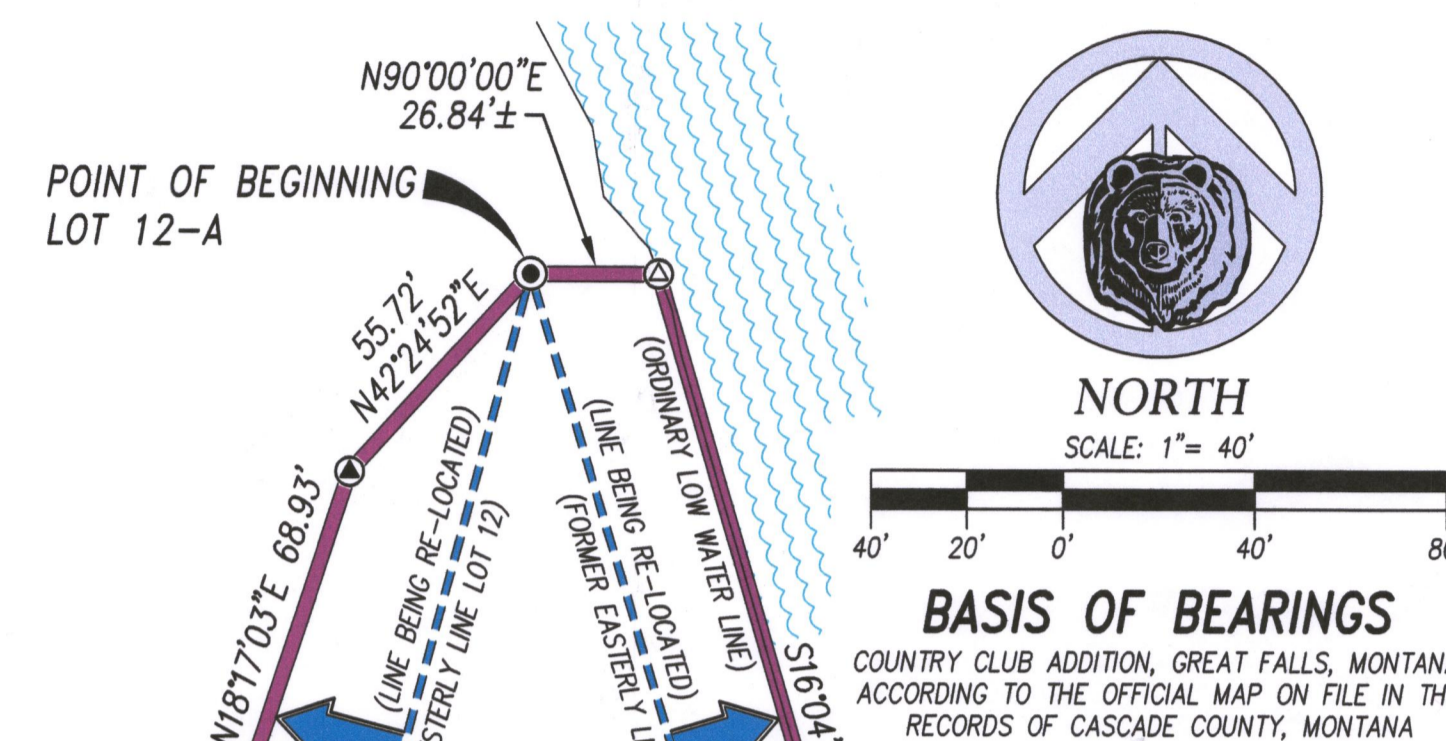
- (R1) RECORD DATA FROM U.S. GOVERNMENT PATENT DOCUMENT 1477 TO JAMES W. MATKIN FOR G.L.O. LOT 10, SEC. 14, T.20N., R.3E., P.M., CASCADE COUNTY, MONTANA (APRIL 7, 1890)
- (R2) UNKNOWN CONVEYANCE SOMETIME BETWEEN 1890 AND 1949 TO MEADOW LARK COUNTRY CLUB
- (R3) RECORD DATA FROM BARCANE AND SALE DEED IN BOOK 200 OF DEEDS, PAGE 381 (5819) FROM MEADOW LARK COUNTRY CLUB TO COUNTRY CLUB HOME OWNERS, INCORPORATED (APRIL 1, 1949)
- (R4) RECORD DATA FROM BOOK 202 OF DEEDS, PAGES 250-254; MEADOW LARK COUNTRY CLUB TO COUNTRY CLUB HOME OWNERS, INCORPORATED (MAY 13, 1949) & CORRECTION WARRANTY DEED IN BOOK 202 OF DEEDS, PAGE 460 (OCTOBER 1, 1949)
- (R5) RECORD DATA FROM THE SUBDIVISION PLAT OF THE "COUNTRY CLUB ADDITION, GREAT FALLS, MONTANA" (RECORDED OCTOBER 15, 1949)
- (R6) UNKNOWN CONVEYANCE FROM COUNTRY CLUB HOME OWNERS INCORPORATED TO JANE C. DARLING FOR LOT 12, BLOCK 13 (BETWEEN OCT. 15, 1949 & JUNE 6, 1952)
- (R7) \*RECORD DATA FROM BOOK 219 OF DEEDS, PAGES 108-110; JANE C. DARLING TO FRANK L. McPHAIL FOR A PORTION OF LOT 12, BLOCK 13 (JUNE 6, 1952) SUBSEQUENT CONVEYANCES OF THE SAME PORTION OF LOT 12, BLOCK 13: A. REEL 167, DOC. 173 (MAY 1, 1974); HELENE T. McPHAIL TO PAUL E. MATTEUCCI B. REEL 288, DOC. 456 (DECEMBER 31, 1996); PAUL E. MATTEUCCI TO PAUL E. MATTEUCCI & MARGARET R. MATTEUCCI C. R0347899 (NOVEMBER 17, 2017); MARGARET R. MATTEUCCI TO BRETT HAVERLANDT AND SANDRA HAVERLANDT (R7) NOTE 1: THIS ORIGINAL CONVEYANCE OF THE CENTER PORTION OF LOT 12, BLOCK 13, WAS DONE WITHOUT BENEFIT OF AN AMENDED SUBDIVISION PLAT. AS A RESULT THIS CONVEYANCE DIVORCED THE CENTER PART OF THE LOT FROM THE 20 FOOT WIDE ENTRY PORTION ON THE SOUTH AND THE TRIANGULAR PORTION OF THE LOT REMAINING ON THE NORTH THEREBY CREATING THREE SEPARATE PARCELS LABELED HEREON AS LOT 12-A, LOT 12-B AND R0347899.
- (R7) NOTE 2: DARLING RETAINED OWNERSHIP TO BOTH THE 20 FOOT WIDE ENTRY PORTION AND THE REMAINING NORTH TRIANGULAR PORTION OF THE ORIGINAL LOT 12, BLOCK 13, AND SUBSEQUENTLY CONVEYED TITLE TO BOTH OF THESE PARCELS TO JAMES R. & SHARON C. WILSON IN (R6)
- (R8) RECORD DATA FROM REEL 75, DOCUMENT 1620; (DECEMBER 20, 1971) JANE C. DARLING TO JAMES R. & SHARON C. WILSON FOR UNADJUSTED PORTION OF LOT 12-A & LOT 12-B SHOWN HEREON (LOT 12 LESS AND EXCEPT THE PORTION CONVEYED IN (R7)). SUBSEQUENT CONVEYANCES OF THE SAME PORTIONS OF LOT 12: A. R0029449 AFFIDAVIT OF SURVIVING JOINT TENANT SPOUSE; RECORDED MAY 20, 2002 B. R0055681 CORRECTED AFFIDAVIT OF SURVIVING JOINT TENANT SPOUSE; RECORDED MAY 29, 2003

OWNERS: PORTIONS OF LOT 12, BLOCK 13: THE ESTATE OF SHARON C. WILSON MELISSA J. PATE & DELIA J. SINGER, PERSONAL REPRESENTATIVES 423 RIVERVIEW COURT GREAT FALLS, MT. 59404

LAND EASTERLY & WESTERLY OF LOT 12-A, BLOCK 13: MEADOW LARK COUNTRY CLUB, INC. MICHAEL BOWMAN, GENERAL MANAGER 300 COUNTRY CLUB BLVD. GREAT FALLS, MT. 59404-3355

SITE ADDRESS: 423 RIVERVIEW COURT GREAT FALLS, MT 59404

- LEGEND
- SET 5/8" DIAMETER REBAR, 24" LONG, WITH 2-1/2" DIA. ALUMINUM CAP "STEPHEN D. BABB MT. #11699 LS, CFEDS #1355"
- LOT CORNER ON THE ORDINARY LOW WATER LINE OF THE MISSOURI RIVER (NO MONUMENT SET)
- FOUND CONCRETE MONUMENT 6" DIA. WITH DRILLED HOLE (ORIGINAL COUNTRY CLUB ADDITION MONUMENT)
- FOUND 1/2" DIA. REBAR WITH YELLOW PLASTIC CAP STAMPED "HENEN 20665"
- RECORD DATA SOURCE, SEE "RECORD DATA SOURCES & AMENDED PLAT NOTES"



EASEMENT NOTES: THE ORIGINAL CONVEYANCE OF THE CENTER PART OF LOT 12 (BK. 219 OF DEEDS, PG. 108) CONTAINS THE FOLLOWING EASEMENT PROVISIONS: 2. This conveyance is subject to easements of record across said premises, and easements for utilities necessary to serve the remainder of Lot 12. 3. It is covenanted and agreed that an easement for a driveway twenty (20') feet wide across the premises hereby conveyed is hereby created, to be located across such portion of said premises as shall be designated by Party of the Second Part, and that said driveway shall be constructed and maintained for the mutual use and benefit both of the portion of Lot 12 conveyed hereby and now owned by Party of the Second Part and of the remaining portion of Lot 12 not hereby conveyed and now owned by the Party of the First Part, and that the expense of constructing and maintaining the same shall be borne equally by the owners of the respective two portions of said Lot 12 as aforesaid, and the share of expense to be borne by each owner to be a charge upon the portion of Lot 12 owned by him.

AREAS: LOT 12-A.....26,264 SQUARE FEET OR 0.603 ACRES LOT 12-B..... 3,121 SQUARE FEET OR 0.072 ACRES TOTAL.....29,385 SQUARE FEET OR 0.675 ACRES

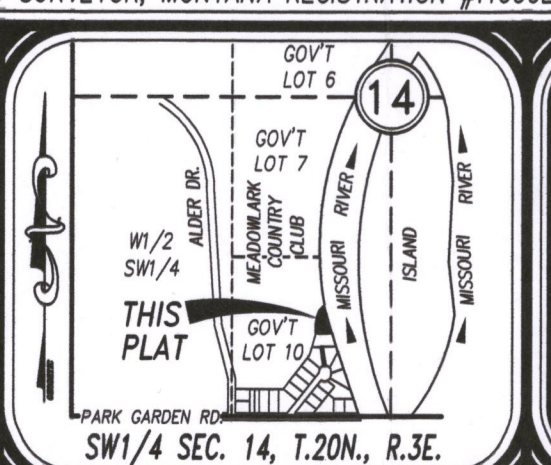
REVIEWED FOR COMPLIANCE WITH SURVEY REQUIREMENTS AND ZONING REGULATIONS PER 76-3-207 M.C.A. By/Date: \_\_\_\_\_ PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT CITY OF GREAT FALLS



CITY-COUNTY HEALTH DEPT Great Falls, Montana Exempt From Health Dept. Review Date: \_\_\_\_\_ By: \_\_\_\_\_

SHEET 1 OF 1

THE AMENDED PLAT OF PORTIONS OF LOT 12, BLOCK 13 OF THE COUNTRY CLUB ADDITION, GREAT FALLS CASCADE COUNTY, MONTANA DATE FEB. 7, 2024 SCALE 1" = 40' JOB NO. 2118 XREF: DRAWN S. BABB



BABB LAND SURVEYING, INC. 622 ALICE DRIVE GREAT FALLS MONTANA 59405 (406) 288-1188 • (406) 788-6896 CELL • EMAIL: BABBSURVEY@BRESNAN.NET

**From:** [mollymail@earthlink.net](mailto:mollymail@earthlink.net) <[mollymail@earthlink.net](mailto:mollymail@earthlink.net)>

**Sent:** Friday, May 24, 2024 7:41 AM

**To:** Jamie Nygard <[jnygard@greatfallsmt.net](mailto:jnygard@greatfallsmt.net)>

**Subject:** 423 Riverview Ct annexation & R-2 zoning

Dear Commission Members:

As a Riverview Court neighbor, I am writing in support of the proposed annexation of 423 Riverview Ct., and in support of the City classifying it as R-2 Single family Medium Density zoning.

Performing this boundary line adjustment with the intent of including the existing building and improvements into this property is appropriate.

Thank you,

Molly Person



Commission Meeting Date: August 6, 2024

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Public Hearing - Resolution 10561: Request from the City of Great Falls to use up to \$400,000 in Downtown Urban Renewal District Tax Increment Financing funds to contribute to the Mansfield Theater Ceiling Repair, Theater Seat Replacement, and Civic Center Elevator repair projects.

**From:** Lonnie Hill, Deputy Director, Planning and Community Development Department

**Initiated By:** Thomas Hazen, Grant Administrator, Finance Department

**Presented By:** Brock Cherry, Director, Planning and Community Development Department

**Action Requested:** Adopt Resolution 10561

**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 Motions:**

1. Commissioner moves:
 

“I move that the City Commission (adopt/deny) Resolution 10561 to allow the use of up to \$400,000 in Downtown Urban Renewal District Tax Increment Financing funds to contribute to the Mansfield Theater Ceiling Repair, Theater Seat Replacement, and Civic Center Elevator repair projects.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

**Staff Recommendation:** Staff recommends adoption of Resolution 10561 for expending up to \$400,000 in Downtown Urban Renewal District Tax Increment Financing (TIF) funds for the Mansfield Theater Ceiling Repair, Theater Seat Replacement, and Civic Center Elevator repair projects.

**Summary:** This proposal requests \$400,000.00 in Tax Increment Financing (TIF) dollars to contribute to three projects that will invest in the Great Falls Civic Center. Two of these projects are being undertaken to revitalize and preserve the historic Mansfield Theater. The third project will ensure that the Civic Center elevator remains operational and continues to facilitate access to the basement and second floor for patrons with mobility limitations. Each of these projects will be primarily funded through State Funds allocated to the City of Great Falls. The City is requesting TIF funds to serve, simultaneously, as match and “last mile” financing.



**Background:** Construction on the Civic Center began in 1939, was completed in 1940, and the building was dedicated on April 19<sup>th</sup>, 1940. The Civic Center is the center of municipal government in Great Falls. The building houses the City Manager, Human Resources, Legal, Finance, and Planning and Community Developments Departments. The City Commission Chambers and Municipal Court are also housed there.

The Civic Center is also a cultural hub in the City. When the building was originally dedicated the ceremony was hosted in the Mansfield. According to programs from that dedication, the Mansfield is a 1,780 seat venue designed to “furnish an outlet for recreational enjoyments and meet a long felt need for a large gathering place when events of unusual interest come to Montana.” The Mansfield hosts the Great Falls Symphony, traveling musical productions, public speakers, comedians, and a variety of other events. The 1,780 in place now are the same seats installed before World War II.

An elevator was installed in order to meet the various demands of all visitors to the Civic Center. The elevator is the sole access to the lower and top floors of the Civic Center for individuals with mobility limitations. Such individuals would be unable to attend City Commission meetings, appear before the Municipal Court, sit in the Mansfield balcony when the elevator is inert. Much of the current elevator system was installed in 1983.

The Mansfield Theater and Civic Center Elevator have both fallen into a condition demanding immediate remediation. The Mansfield Theater seats have grown uncomfortable due to their age and constant usage. The dimensions of the seats match the standards of the early 20<sup>th</sup> century and are not appropriate for modern audiences. More worrisome is the increasing rate of mechanical and functional breakdowns that are occurring. Repairs are required on unusable seats at a fairly regular rate. These repairs are becoming difficult as replacement parts become rarer due to the age of the designs. The production of replacement parts ceased long ago. As a result, the parts have become more and more scarce. Currently this scarcity only drives increased costs. In the future, as the scarcity becomes total unavailability, City staff will be forced to either use improvised repair methods repairs or potentially cannibalize some seats from the venue to repair others. The City requested estimates to replace the seats. To replace the seats and maintain the character of the room would cost an estimated \$611,500.00

Additionally, the Mansfield ceiling has become compromised by the elements. Multiple leaks in the roof over the years have resulted in the Theater ceiling becoming water damaged. Multiple tiles and decorative moulding are in need of repairs or replacement. Once again, the City requested an estimate from a specialist in Historic ceiling repairs and received a quote for \$397,300.00.

Similarly, the elevator has become prone to breakdowns and service interruptions. In the last year, the unit has shut down on multiple occasions. With this age of elevator, reliability has become questionable and replacement parts reflect the same scarcity problems as the Mansfield Seats. This is the only elevator in the building and the only ADA access to the basement and second floor. The elevator needs to be brought up to current code. The Elevator will cost an estimated \$120,000.00 to repair.

City Staff has sought out funding avenues to address these concerns. An application was submitted to the Montana State Historic Preservation Grant funding opportunity. The application was approved and the City was awarded \$250,000.00 to repair the Mansfield ceiling, leaving \$147,300.00 remaining to be funded. City Staff also identified the Montana State-Local Infrastructure Partnership Act (SLIPA) as a capital source. The City requested, and received, \$487,500.00 for the Mansfield seats and \$80,000.00 for the Elevator. SLIPA requires a minimum match commitment from Local Governments equal to 25% of

the total project cost. This requires that the City commit a minimum match of \$162,500.00 to the Mansfield and \$30,000.00 to the Elevator project.

**Applicants Request:** The City is requesting a TIF allocation to address the \$147,300.00 match required to repair the Mansfield ceiling, the \$162,500.00 match to replace the Mansfield seats, and the \$30,000.00 match to repair the Civic Center Elevator. The City is also requesting \$60,200.00 be made available for Contingency. This brings the total request to **\$400,000.00**. These funds would be drawn in **FY 25** and **FY 26**.

**Eligibility:** Montana Code Annotated §7-15-4288 authorizes the use of TIF funds for the improvement of publicly owned buildings located within a designated urban renewal area. The Civic Center is included in the Great Falls Downtown Urban Renewal District. Activities in the District are authorized by the Amended Downtown Renewal District Plan. The Plan, under Aesthetics Strategy Number 7 (“Actively Pursue the preservation and rehabilitation of the Civic Center”), Goal b, calls for the completion of “preservation projects within the Mansfield Center for the Performing Arts including but not limited to seat and architectural feature renovations” (p.12). Finally, the State has confirmed that TIF funds are eligible sources of matching funds for SLIPA and the Montana Historic Preservation Grant programs.

**Downtown Development Partnership Recommendation:** The Downtown Development Partnership (DDP) is the recommending body for the City Commission for project requests within the Downtown TIF district. The project was presented to the DDP at the July 24, 2024 meeting, where it received a unanimous vote of support. A letter of support from the DDP has been attached to this agenda report.

**Fiscal Impact:** The City’s Downtown TIF has a current cash balance of \$5,299,675.00, fixed annual obligations of \$1,058,354.00, and outstanding obligations of \$1,788,947.00. The TIF receives approximately \$2,000,000 annually of tax increment revenue. As a result, adequate funding is available in the TIF district to fulfill the request. Staff has provided information regarding the Downtown TIF balance as an attachment to this report. Refer to *Attachment A – Downtown TIF Cash Flow Analysis Estimate* for more detail.

**Alternatives:** The City Commission could vote to deny the TIF expenditures or approve a lesser amount.

**Concurrences:** Representatives from the City Planning and Community Development, Events, and Finance Departments cooperated to present this item. In addition, representatives from the Great Falls Symphony have been contacted about potential impacts to their operations. Representatives from the City’s Legal Department as well as the City’s outside Legal Counsel have determined the request to be eligible for TIF funding.

**Attachments/Exhibits:**

- Resolution 10561
- Attachment A – DDP Letter of Support
- Attachment B – Downtown TIF Cash Flow Analysis Estimate
- Attachment C – Downtown TIF Map
- Attachment D – Application Packet
- Attachment E - Great Falls Symphony Letter of Support

RESOLUTION 10561

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, APPROVING A REQUEST TO EXPEND APPROXIMATELY \$400,000 IN FUNDS FROM THE DOWNTOWN URBAN RENEWAL TAX INCREMENT FINANCING (TIF) DISTRICT TOWARDS THE CIVIC CENTER THEATER CEILING REPAIR, THEATER SEAT REPLACEMENT, AND ELEVATOR REPAIRS.

\* \* \* \* \*

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

**WHEREAS**, the City Commission, pursuant to Resolution No. 9961, duly adopted on March 6, 2012, created an urban renewal area as the Downtown Urban Renewal District and pursuant to Ordinance No. 3088, duly adopted on May 15, 2012 after a duly called and noticed public hearing thereon adopted the Downtown Urban Renewal Plan containing a tax increment financing provision; and

**WHEREAS**, in April, 2013, the City Commission approved the revised Tax Increment Application and Forms that outline eligible activities under state statute, the application process to be followed, and criteria to be used when evaluating applications; and

**WHEREAS**, the Civic Center is the “Crown Jewel” of the Downtown Urban Renewal Tax Increment Financing District; and

**WHEREAS**, there is a need for the renovations of the Civic Center to remedy deficiencies, that includes the theater ceiling repair, theater seat replacement, and elevator repairs; and

**WHEREAS**, on May 20, 2024, the City of Great Falls Finance Department submitted a Tax Increment Financing Application for Funds to assist with the Civic Center project; and

**WHEREAS**, the City of Great Falls’ proposed Civic Center project will address the current need for repair and renovation; and

**WHEREAS**, on July 24, 2024, the Downtown Development Partnership voted in support and recommended approval of the TIF application for funding of the Civic Center project, in accordance with the City Commission approved process; and

**WHEREAS**, City Staff has assessed the merits of the projects in relation to the goals and objectives of the Amended and Restated Downtown Urban Renewal Plan, evaluated the project based on the evaluation criteria, and determined that expenditure of TIF funds in the amount of approximately \$400,000 for the proposed project is eligible and appropriate.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Great Falls, Montana, that the City approve the request to expend Great Falls Downtown Urban Renewal Tax Increment (TIF) District Funds for the purpose of paying for the Civic Center repair projects.

**PASSED AND ADOPTED** by the City Commission of the City of Great Falls, Montana, August 6, 2024.

\_\_\_\_\_  
Cory Reeves, Mayor

ATTEST:

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

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

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

**ATTACHMENT A**

July 25, 2024

Dear Mayor and Commissioners,

The Downtown Development Partnership of Great Falls strongly supports the use of TIF funding towards the Mansfield Theatre upgrades, including the seating, ceiling, and elevator repairs. The Mansfield Theatre and Civic Center are historically significant to the Downtown and remain a prominent event venue for our community. The upgrades will make it possible to host even more events in the theatre at a much more comfortable level, with easier access for community members and guests with limited mobility. Our retailers and restaurants see an uptick in downtown foot traffic on busy theatre days/nights and we appreciate all that the Mansfield Theatre and Civic Center offer to our community. We feel that this is a worthwhile use of the Downtown TIF fund and appreciate the other funding sources contributing to the project as well.

Thank you for your consideration,

# Kellie Pierce

Kellie Pierce  
Downtown Development Partnership – Board Chair

## ATTACHMENT B

### Downtown TIF Cashflow Projection Estimate

Date produced: 7/24/2024

		FY 25 7/1/24 - 6/30/25
Beginning Cash	<i>Starting TIF Funds</i>	\$ 5,299,675.00
Increment Revenue	<i>Projected Annual Increment</i>	\$ 2,000,000.00
Debt Service, ISCs, build programs	<i>Fixed Annual Obligations</i>	\$ (1,058,354.00)
YTD actuals	<i>Projects Paid Out Year to Date</i>	\$ -
Awards not Paid yet	<i>Outstanding Project Obligations</i>	\$ (1,788,947.00)
Projected ending cash	<i>Available TIF Funds</i>	\$ 4,452,374.00
Proposed Civic Center Request		\$ (400,000.00)
Projected ending cash if approved		\$ 4,052,374.00

\*See Estimated Fixed Annual Obligations chart below

\*See Outstanding Project Obligations chart below

#### Estimated Fixed Annual Obligations

	FY 25 7/1/24 - 6/30/25	FY 26 7/1/25 - 6/30/26
Debt Service (Civic Center Façade bond)	\$412,725.00	\$412,725.00
Internal Service Charges (ISCs)	\$145,629.00	\$145,629.00
Building Program	\$500,000.00	\$500,000.00
<b>Total Fixed Annual Obligations</b>	<b>\$ 1,058,354.00</b>	<b>\$ 1,058,354.00</b>

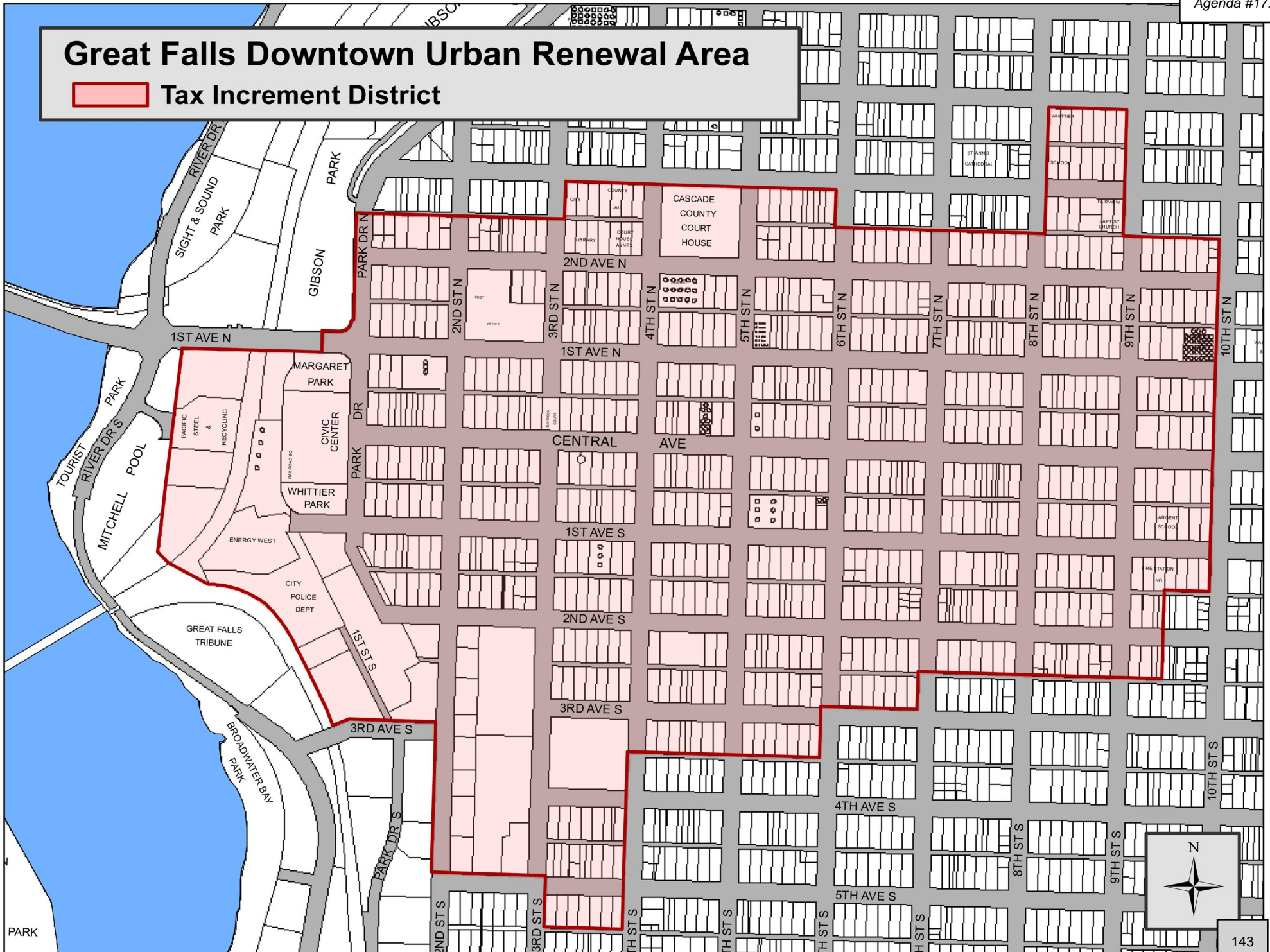
#### Outstanding Project Obligations

	FY 25 7/1/24 - 6/30/25	FY 26 7/1/25 - 6/30/26
Parking Garage Improvements	183,785	
Storm Drain Project	500,000	500,000
BID trees - 25k for 5 years	25,000	25,000
BID mural lighting	144,550	
Keith Cron, distillery (Brush Crazy)	68,560	
Downtown economic vitality study	30,000	
Kellergeist Building Renovation	263,000	
ADA ramp project - 13% match for Federal fun	31,052	
7th Street South Streetscape	243,000	
Roberts Building Improvements	300,000	
<b>Total Outstanding Project Obligations</b>	<b>1,788,947</b>	<b>525,000</b>

\*500k in FY 27

# Great Falls Downtown Urban Renewal Area

 Tax Increment District



**ATTACHMENT D**

**CITY OF GREAT FALLS**



**TAX INCREMENT FINANCING  
(TIF)**

**APPLICATION FOR FUNDS**



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

Project Name: Civic Center Improvements

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

Name of TIF District: Great Falls Downtown Urban Renewal District

**APPLICANT INFORMATION**

Name: City of Great Falls

Address: 2 Park Drive South, Great Falls, MT 59401

Telephone: \_\_\_\_\_

**DEVELOPMENT INFORMATION**

1. Building Address: 2 Park Drive South, Great Falls, MT 59401

2. Legal Description: In NENE, SENE, Section 11, T120N, R3E, Great Falls, Montana.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Ownership: City of Great Falls

Address: 2 Park Drive South, Great Falls, MT 59401

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

Address: \_\_\_\_\_

5. Existing/Proposed Businesses: City of Great Falls Civic Center

Business Description: The City of Great Falls is a Municipal Government entity that owns and operates the Great Falls Civic Center. The Civic Center is a center for local government and the performing arts in Great Falls.

6. Employment: Existing FTE Jobs: \_\_\_\_\_

New Permanent FTE Jobs created by project: \_\_\_\_\_ Construction FTE jobs: 10

7. Architectural/Engineering Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Representative: \_\_\_\_\_

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

- 8. Please provide a description of the Total Project Development (attach a narrative explanation).
- 9. Please provide rehabilitation/construction plans (attach schematics, site and landscaping plans).
- 10. What is the development schedule or estimated completion date for the Total Project Development? The Total Project Development is best defined as the entire development, not just the TIF improvements (please include project phasing if appropriate).

---

The Civic Center Elevator Repairs will begin and will be completed by the end of 2024. The Mansfield Theater Ceiling and Seat projects will be completed concurrently and will be completed by October 2024.

---

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

---

The City has \$250,000.00 from the State Historic Preservation Grant and \$567,500.00 from the State-Local Infrastructure Partnership Act (SLIPA). TIF funds satisfy local match and provide a small amount (\$40,200) of contingency, if needed.

---

- 12. Please describe your funding needs and the anticipated timing schedule for your identified Eligible TIF Activities (example: *I will be fronting the costs of all identified TIF improvements and would like to be reimbursed incrementally as TIF funds become available; I am interested in utilizing bond financing to complete the identified project improvements and would like to be reimbursed with TIF funds as they become available, I need TIF funds immediately to complete the identified TIF improvements, etc.*)

---

The total cost of the Ceiling, Seats, and Elevator projects is \$1,167,300.00. \$577,500.00 in SLIPA funds and \$250,000.00 of State Historic Preservation Grant funds will be applied. The TIF request of up to \$400,000.00 would pay for a maximum of 33% of the total project. TIF funds would be directly applied.

---

- 13. Please indicate the amount of Public Infrastructure Need and the amount of Public Infrastructure being requested to be financed by the TIF District.

---

No public infrastructure is proposed as part of this project.

---

---

---

---

**TOTAL PROJECT DEVELOPMENT COSTS**

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

**Land and Site Preparation Improvements** (Itemized)

1. <u>Value of Land</u>	\$ _____	
2. <b>0.00</b>	\$ _____	
3. _____	\$ _____	
4. _____	\$ _____	
5. _____	\$ _____	
<b>Subtotal</b>		<b>\$0.00</b>

**Construction/Rehabilitation Costs** (Use general construction trade divisions)  
(Total value of improvements)

1. <u>Civic Center Elevator</u>	\$ <b>120,000.00</b>	
2. <u>Mansfield Theater Ceiling</u>	\$ <b>650,000.00</b>	
3. <u>Mansfield Theater Seats</u>	\$ <b>397,300.00</b>	
4. _____	\$ _____	
5. _____	\$ _____	
6. _____	\$ _____	
7. _____	\$ _____	
<b>Subtotal</b>		<b>\$1,167,300.00</b>

**Equipment Costs**  
(Total value of equipment)

1. <b>0.00</b>	\$ _____	
2. _____	\$ _____	
3. _____	\$ _____	
4. _____	\$ _____	
5. _____	\$ _____	
<b>Subtotal</b>		<b>\$0.00</b>

**Total Project Development Costs** **\$1,167,300.00**



CERTIFICATION

I (we), **Thomas G. Hazen** (please print),  
certify that the statements and estimates within this Application as well as any and all documentation  
submitted as attachments to this Application or under separate cover are true and correct to the best of  
my (our) knowledge and belief.

Signature \_\_\_\_\_

Title **City of Great Falls Grant and Project Administrator**

Address **P.O. Box 5021; Great Falls, MT. 59403**

Date **May 20th, 2024**

Signature \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

This proposal requests \$400,000.00 in Tax Increment Financing (“TIF”) dollars to contribute to three projects that will invest in the Great Falls Civic Center (“the Civic Center”). Two of these projects are being undertaken to revitalize and preserve the historic Mansfield Theater (“The Mansfield”). The third project will ensure that the Civic Center elevator remains operational and continues to facilitate access to the basement and second floor for patrons with mobility limitations. Each of these projects will be primarily funded through State Funds allocated to the City of Great Falls (“The City”). The City is requesting TIF funds to serve, simultaneously, as match and “last mile” financing.

### **Background**

The City of Great Falls was incorporated in 1888. The need for a core municipal structure was recognized shortly thereafter. In a 1918 design, a proposed Civic Center was located between First Avenues North and South from Eleventh to Thirteenth Street. This design echoed the L’Enfant Washington D.C. plan with streets radiating out from the Civic Center.<sup>1</sup> Though never implemented, this plan clearly reflects the early desire to place the Civic Center at the heart of Great Falls activity.

In 1938, the confluence of Gibson Circle, Margaret Park, and Whittier Park was selected as the future site of the Civic Center. Using already owned park land allowed the City to avoid the substantial additional cost of purchasing land. Construction was funded through bond sales and a significant grant from the New Deal Public Works Administration. Both the location selection and financing of the Civic Center were undertaken, at the height of the Depression, in such a way as to limit the financial impact of the project on the taxpayer. Ground was broken in 1939, construction was completed in 1940, and the building was dedicated on April 19<sup>th</sup>, 1940.

The Civic Center is the center of municipal government in Great Falls. The building hosts the regular meetings of the Great Falls City Commission on the second floor. The City Manager, Human Resources, Finance, Legal, Planning and Community Development offices are all housed in the building. Additionally, the Great Falls Municipal Court occupies the Southern End of the Civic Center basement.

The Civic Center is also a cultural main-stay in Downtown Great Falls. When the building was dedicated the ceremony was hosted in the Mansfield Theater. According to programs from that dedication, the Mansfield Theater is a 1,780 seat venue that was designed to “furnish an outlet for recreational enjoyments and meet a long felt need for a large gathering place when events of unusual interest come to Montana.” The Mansfield has hosted performances of the Great Falls symphony, travelling productions of Broadway musicals, comedians, and a variety of other events in the last eighty-four years. The 1,780 seats in place now are the same seats installed before World War II.

An elevator was installed in order to meet the various demands of all visitors to the Civic Center. The elevator is the sole access to the lower and top floors of the Civic Center for individuals with mobility limitations. Such individuals would be unable to attend City Commission meetings, appear before the Municipal Court, sit in the Mansfield balcony when the elevator is inert. Much of the current elevator system was installed in 1983.

The Mansfield Theater and Civic Center Elevator have both, unfortunately, degraded into a condition demanding immediate remediation. The Mansfield Theater seats have grown increasingly more and more uncomfortable due to their age and constant usage. The dimensions of the seats match the standards of the early 20<sup>th</sup> century and are not appropriate for modern audiences. More worrisome is the increasing rate of mechanical and functional breakdowns that are occurring. Repairs are required on unusable seats at a fairly regular rate. These repairs are becoming difficult as replacement parts become rarer due to the age of the designs. The production of replacement parts ceased long ago. As a result, the

---

<sup>1</sup> “City of Great Falls, Montana, Preliminary Study for Arrangement of Civic Center and Union Passenger Station, 1918.” on file at the Cascade County Historical Society Archives.

parts have become more and more scarce. Currently this scarcity only drives increased costs. In the future, as the scarcity becomes total unavailability, City staff will be forced to either use improvised repair methods repairs or potentially cannibalize some seats from the venue to repair others. The City requested estimates to replace the seats. To replace the seats and maintain the character of the room would cost an estimated \$611,500.00

Additionally, the Mansfield ceiling has become compromised by the elements. Multiple leaks in the roof over the years have resulted in the Theater ceiling becoming water damaged. Multiple tiles and decorative moulding are in need of repairs or replacement. Once again, the City requested an estimate from a specialist in Historic ceiling repairs and received a quote for \$397,300.00.

Similarly, the elevator has become prone to breakdowns and service interruptions. In the last year, the unit has shut down on multiple occasions. With this age of elevator, reliability has become questionable and replacement parts reflect the same scarcity problems as the Mansfield Seats. This is the only elevator in the building and the only ADA access to the basement and second floor. The elevator needs to be brought up to current code. The Elevator will cost an estimated \$120,000.00 to repair.

City Staff has sought out funding avenues to address these concerns. An application was submitted to the Montana State Historic Preservation Grant funding opportunity. The application was approved and the City was awarded \$250,000.00 to repair the Mansfield ceiling, leaving \$147,300.00 remaining to be funded.

City Staff also identified the Montana State-Local Infrastructure Partnership Act (SLIPA) as a capital source. The City requested, and received, \$487,500.00 for the Mansfield seats and \$80,000.00 for the Elevator. SLIPA requires a minimum match commitment from Local Governments equal to 25% of the total project cost. This requires that the City commit a minimum match of \$162,500.00 to the Mansfield and \$40,000.00 to the Elevator project.

In summary, the City of Great Falls is requesting Tax Increment Financing funds to contribute \$147,300.00 to the repair of the Mansfield Theater Ceiling, \$162,500.00 to replace the Mansfield Theater Seats, and \$40,000 to the repair of the Civic Center Elevator. Additionally, the City is requesting \$60,200.00 be made available to these projects as contingency for any unforeseen cost increases. When collected, these requests total \$400,000.00.

### Eligibility

Montana Code Annotated §7-15-4288 authorizes the use of TIF funds for the improvement of publicly owned buildings located within a designated urban renewal area. The Civic Center is included in the Great Falls Downtown Urban Renewal District. Activities in the District are authorized by the Amended Downtown Renewal District Plan. The Plan, under Aesthetics Strategy Number 7 (“Actively Pursue the preservation and rehabilitation of the Civic Center”), Goal b, calls for the completion of “preservation projects within the Mansfield Center for the Performing Arts including but not limited to seat and architectural feature renovations” (p.12). Finally, the State has confirmed that TIF funds are eligible sources of matching funds for SLIPA and the Montana Historic Preservation Grant programs.



July 25, 2024

Dear Great Falls City Commissioners,

I am writing to express my wholehearted support for the proposed Mansfield Theater renovation project. As the Executive Director for the Great Falls Symphony, I am acutely aware of the vital role that our beautiful theater plays in enriching the culture of our community. The proposed replacement of the theater seats will not only provide an attractive facelift to the theater, but also offer practical improvements that will enhance the overall concert experience for our guests.

Patron satisfaction with the Mansfield Theater's seats has consistently been the lowest-scoring survey metric from our concertgoers for the past decade. Most frequently, people take issue with the small width of the seats, uncomfortable seat cushions, and accessibility. These issues have, unfortunately, resulted in some individuals no longer being able to attend our performances, which is a significant loss for both them and our organization. Seat replacement will resolve these issues while making the theater more inclusive and comfortable for everyone.

It is important for me to highlight the broader economic impact of our work in the community. The Great Falls Symphony's performances play a significant role in boosting the local economy. According to a recent study by Americans for the Arts, it is estimated that every symphony ticket sold generates an additional \$31.47 for the local economy, which means that the Great Falls Symphony helped generate approximately \$400,000 in additional revenue for downtown Great Falls businesses last year alone. On a national scale, nonprofit arts and culture organizations and their audiences generated \$151.7 billion in economic activity in 2022, with organizations spending \$73.3 billion and audiences spending an additional \$78.4 billion on events across the United States. This multiplier effect underscores the Great Falls Symphony's role as a key driver of economic vitality in our community and for communities across the country.

Furthermore, the presence of a cultural institution like the Great Falls Symphony enhances the attractiveness of our city as a place to live, work, and visit. It helps to attract tourists, new residents, and businesses, thereby contributing to the overall quality of life in Great Falls.

We deeply appreciate the city's commitment to fostering a vibrant cultural environment through the revitalization of our community's incredible theater located in the heart of downtown. Your support for the Mansfield Theater's renovation project is a crucial investment in the future of our community.

Sincerely,

Hillary Shepherd  
Executive Director  
Great Falls Symphony  
hillaryrose@gfsymphony.org

11 Third Street North  
Box 1078, Great Falls, MT 59403

406.453.4102

gfsymphony.org





Commission Meeting Date: August 6, 2024

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Consideration of the CDBG and HOME Program 2024 Annual Action Plan

**From:** Finance Department

**Initiated By:** Tom Hazen, Grant and Project Administrator

**Presented By:** Tom Hazen, Grant and Project Administrator

**Action Requested:** Approval of the CDBG and HOME Program 2023 Annual Action Plan

---

**Public Hearing:**

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

**Suggested Motion:**

1. Commissioner moves:
 

“I move that the City Commission (approve/not approve) the CDBG and HOME Program 2024 Annual Action Plan.”
  2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
- 

**Staff Recommendation:** Staff recommends approval of the CDBG and HOME Program 2024 Annual Action Plan.

**Summary:** Holding a Public Hearing is a requirement outlined in the City’s Citizen Participation Plan submitted to the U.S. Department of Housing and Urban Development (HUD). The Public Hearing is the final formal opportunity for the public to impact the priorities and projects the City will outline in the Annual Action Plan.

**Background:** CDBG and HOME programs are federal programs administered by HUD to help fund local community development programs including affordable housing, public service agency assistance, economic development and public infrastructure projects. The primary goal of these programs is to assist low and moderate income (LMI) persons in Great Falls. State and local governments receive funding from HUD based on a formula derived from population and housing statistics. HUD requires public input, especially input from lower income citizens and the agencies representing them, on issues and needs of the community.

**Proposed Funding Priorities in the Annual Action Plan:** The Annual Action Plan implements the Consolidated Plan by allocating the amounts listed below to the following priorities:

1) Public Services.....	<b>\$200,000.00</b>
2) Affordable Housing.....	<b>\$300,000.00</b>
3) Public Facilities .....	<b>\$171,035.00</b>
4) Planning and Administration, and.....	<b>\$75,000.00</b>
5) <u>CDBG Slum and Blight Removal</u> .....	<b><u>\$300,000.00</u></b>

**Competitive Application Process:** The City will implement a quarterly competitive application process. This implementation will address concerns expressed by community partners on the Annual Application Process.

**Public Input Process:** For the development of the 2024 Annual Action Plan, a public needs hearing was held by the City Commission on July 16<sup>th</sup>, 2024; a 30-day public comment period on the proposed Plan was provided from July 5<sup>th</sup> to August 5<sup>th</sup>, 2024. The final opportunity for public comment will be on August 6<sup>th</sup> when the 2<sup>nd</sup> Public Hearing is held and the City Commission will presumably take action on the proposed plan.

Additional public outreach included notifications via traditional and social media outlets, including the Great Falls Tribune, and the City’s Facebook page and webpage, as well as direct contact to other public, private, and non-profit agencies. A detailed review of public outreach and citizen participation for the draft Action Plan can be found in sections AP-10 and AP-12 of the document.

**Fiscal Impact:** Adoption of the Annual Action Plan is a pre-condition for the City to implement its annual allocation of CDBG and HOME grant funds from HUD. For the upcoming fiscal year (FY 2024/2025), the City will retain a balance of \$814,777.74 in CDBG funds and an allocation of \$231,257.10 of HOME funds.

**Alternatives:** The City Commission could elect to not approve the Annual Action Plan, thereby deciding to delay or not accept CDBG and HOME funding for FY 2024/2025.

- Attachments:**
- Proposed Annual Action Plan
  - Current Citizen Participation Plan

# CITY OF GREAT FALLS

## 2024 Annual Action Plan for HUD-Funded Programs

Community Development Block Grant (CDBG) and  
HOME Investment Partnerships Program (HOME)



Prepared by  
City of Great Falls  
Planning & Community Development  
2 Park Drive South  
Great Falls, MT 59401  
(406) 455-8443

Public Needs Hearing: July 16, 2024  
Public Comment: July 5 – August 5, 2024  
Public Hearing and City Commission Action: August 6, 2024  
Submitted to HUD: August 10, 2024  
Approved by HUD: \*\*\*\*

## Executive Summary

### AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

The City of Great Falls Annual Action Plan for Program Year 2024 is scheduled for review by the Great Falls City Commission on August 6, 2024. City Commission action on the Annual Action Plan follows a plan development process which included input from local organizations and community residents through a public needs hearing held by the City Commission on July 16, 2024, and a 30-day public comment period extending from July 5, 2024 through August 5, 2024.

The purpose of this Annual Action Plan is to implement program year five of the five-year 2020-2024 Consolidated Plan, identify the housing and community development needs of low and moderate income (LMI) people in the community, and develop comprehensive, coordinated strategies for addressing those needs using available federal and non-federal resources. This Annual Action Plan for Program Year 2024 serves as the budget for the City of Great Falls Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME). Detailed within this Plan are the City's recommended community grant goals and priorities for the upcoming program year, which begins July 1, 2024, and ends June 30, 2025.

The five-year Consolidated Plan and subsequent Annual Action Plans are required for participation by the City of Great Falls in the U.S. Department of Housing and Urban Development (HUD) CDBG and HOME programs. The Consolidated Plan combines the planning and application requirements for the CDBG and HOME programs. Combining the submission requirements for these two programs allows program planning and citizen participation to take place in a comprehensive context.

Eight priorities and related objectives are identified in the 2020-2024 Consolidated Plan to meet the diverse needs of low to moderate income households in Great Falls. These needs were identified primarily through the plan development process and citizen participation described in this section. Census data and other HUD-provided data were also reviewed to assist in identifying needs.

#### 2. Summarize the objectives and outcomes identified in the Plan

Based on the 2020-2024 Consolidated Plan goals and objectives, as well as citizen input during this plan development process, the following priorities have been identified in the Annual Action Plan for Program Year 2023:

**Public Improvements:** The City of Great Falls will prioritize meeting handicap accessibility requirements in public facilities and infrastructure. There will be a focus on funding activities that are associated with public parks, public safety, public recreation as well as slum and blight removal this program year with the understanding that efforts are not limited solely to these priorities.

**Affordable Housing:** Increase and preserve affordable housing opportunities for very low to moderate income renters, homeowners, first-time homebuyers, and those experiencing homelessness through HOME Program funding, including the NeighborWorks Great Falls HOME-funded Down Payment Assistance and Owners in Partnership programs. Affordable housing efforts to remediate properties negatively affected by slum and blighted conditions will be funded through CDBG.

**Public Services:** The City of Great Falls will provide CDBG funds to social service agencies for activities that provide services for low to moderate income people or areas. The City will focus efforts on meeting the needs of our underserved youth, homeless population, those with physical and mental health needs, and substance abuse this program year. Applications will not be limited to these activities; however, the City will give priority to applications that directly address youth services, homelessness, physical and mental health, and substance abuse.

**Residential Housing Rehabilitation:** Provide construction and rehabilitation assistance for very low to moderate income homeowners, property owners and the Public Housing Authority. The City will focus on upgrading the City's housing stock to meet standard building codes to provide and sustain safe, affordable housing through its revolving loan fund. The City of Great Falls will address Public Housing Authority rehabilitation or modernization with the use of CDBG funding. Housing efforts to remediate properties negatively affected by slum and blighted conditions will be funded through CDBG.

**Planning and Administration:** City staff from the Financet Department will continue to administer, manage, and monitor CDBG and HOME funded activities.

### 3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Great Falls receives CDBG funds as an Entitlement City and HOME funds as a Participating Jurisdiction. Year after year, the City's HUD-funded grant programs have successfully met performance expectations to benefit low and moderate income individuals and areas within the community.

Prior to the development of the 2018 Annual Action Plan, more than midway through the 2015-2019 Consolidated Plan cycle, the City evaluated its performance to date. After careful review of the City's practices, staff determined that it was necessary to update the program's Grant Policies to meet the City's current staff capacity and to create a more strategic and sustainable community grant program. Past performance demonstrated that the City was funding many small grants, collaborating with multiple non-profit agencies, and relying solely on subrecipients to reach community goals. Another challenge was that public facility projects were difficult for non-profits to implement due to their lack of knowledge of federal requirements. Evaluation of past performance also identified that many of the same agencies continuously requested funding for the same programs.

The evaluation of these issues led to updating the City's Grant Policies in 2018. The City now balances the funding of subrecipients with providing direct programming in order to reach community goals. Instead of funding many small grants, the City's most recent Annual Action Plans have focused on fewer goals. This narrowed funding approach is intended to make a greater impact by allocating greater funding amounts to a smaller number of projects annually. Additionally, the City will move to a quarterly application cycle for PY 2024.

#### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

Community involvement is a critical component of the planning process for the effective use and prioritization of CDBG and HOME funds. The Citizen Participation Plan contains the City of Great Falls' policies and procedures for involving the community in the development of the Citizen Participation Plan, Annual Action Plan and the Consolidated Plan; the review of the Consolidated Annual Performance and Evaluation Report (CAPER); and any substantial amendments to the Consolidated Plan. The City's Citizen Participation Plan was adopted by the City Commission on July 5, 2022, following a 30-day public comment period from May 16, 2022, through June 15, 2022. A copy of the Citizen Participation Plan can be found as an appendix to this document and on the City's website.

A Community Needs Assessment survey and three public meetings were held to gather citizen input for the development of the 2020-2024 Consolidated Plan. As detailed in the Consolidated Plan, a total of 529 survey responses were received, and the public meetings were attended by community residents, as well as public agencies, nonprofit agencies, and Neighborhood Council members. For the development of this 2024 Annual Action Plan, a public needs hearing was held by the City Commission on July 16, 2024; a 30-day public comment period on the proposed Plan was provided from July 5, 2024 through August 5, 2024; and a final public hearing was held at the City Commission Meeting on August 6, 2024. All public comments received and themes addressed in public meetings were transcribed and attached to this document as an appendix.

Public outreach included notifications via traditional and social media outlets, including the Great Falls Tribune, The Electric, and the City's Facebook page and webpage, as well as direct emails to other public, private, and non-profit agencies. Additionally, City Staff directly contacted partners outlining the process and important dates. A detailed review of public outreach and citizen participation for Program Year 2024 is found in sections AP-10 and AP-12 of this Plan.

#### **5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Written public comment was received from **Kristy Pontet-Stroop**, Executive Director Alliance for Youth, Inc., via July 16, 2024 email, commented that it is important putting funds aside in the budget to address homelessness/housing issues. Additionally, to allow for a month-to-month or quarterly application process versus an annual application, which will provide flexibility for organizations to apply. Additionally, this would help eliminate some “red tape” that exists when there is a site identified for housing projects.

Written public comment was received from **Shyla Patera**, North Central Independent Living Services, Inc., via July 16, 2024 email, expressed support of community projects focused on single-family housing, universal design and Americans with Disabilities Act (ADA) accessibility. Ms. Patera commented that the City needs to focus on ADA sidewalks, curbs, traffic lights, as well as, accessibility for parks and trails.

**Morgan Yeagerlehner**, City resident, Board Member Housed Great Falls, expressed support of CDBG/HOME funds going towards sheltering the unhoused population so that everyone has a safe home and pursuing a quarterly application process.

**Sheila Rice**, City resident, suggested every two months for the application process because three months is a long time for a seller to wait. Ms. Rice further suggested the plan be amended or include community land trust homes with a specific mention because they are the only way to keep the affordable housing stock affordable forever. Also, manufactured housing as an allowable cost and expense because that is the least expensive source of tiny homes. Finally, more funds devoted to sheltering the unhoused population. Ms. Rice explained that Housed Great Falls and the Continuum of Care Ad Hoc Committee have been working to develop a tiny home village. The State of Montana included this project in a \$5 million application to HUD and \$600,000 would be allocated if approved by HUD. CDBG/HOME funds would be necessary to fully fund this project at a minimum of \$1.5 million for 20 tiny homes that would be occupied by prior unsheltered people. Ms. Rice urged the City Commission and Staff to provide the maximum funding possible in this year’s annual plan.

**Sarah Justice**, Paris Gibson Square Museum of Art Executive Director, explained that the Paris Gibson Square is the only contemporary art museum in Northcentral Montana, offers free admission and is devoted to providing accessibility for all. There is some funding available and support for

replacing the parking lot; however, the cost is approximately \$500,000. Ms. Justice commented that she would be requesting City support of \$400,000 through the CDBG Grant.

Mayor Reeves asked if there were any comments from the public in opposition to the CDBG & HOME 2024-2025 Annual Action Plan.

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

**Jeni Dodd**, City resident, expressed concern about the City's process of collecting correct Tax Payer Identification numbers for awardees of ARPA funds.

The City collects TIN's at multiple stages in the funding application process. These numbers are verified through SAM.gov, along with the entities Unique Entity Identifier (where appropriate), before any agreements are entered into. Additionally, the concerns were raised in connection with City sub awards funded with American Rescue Plan Act (ARPA) funds and no comment was raised related specifically to CDBG activity. For these reasons the comment was not taken into consideration.

Otherwise, all public comments were noted, transcribed, or accepted into the Annual Action Plan where applicable. No comments or views were rejected.

## **7. Summary**

The needs of the Great Falls community are greater than the funding provided from the Entitlement Community's CDBG funds or Participating Jurisdiction's HOME funds. Despite this, coordination of public and nonprofit leaders seeks to make the best use of these federal funds.



### PR-05 Lead & Responsible Agencies – 91.200(b)

#### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	GREAT FALLS	Finance Department
HOME Administrator	GREAT FALLS	Finance Department

Table 1 – Responsible Agencies

#### Narrative (optional)

The Finance Department administers the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) within the City of Great Falls, Montana. An Annual Action Plan is required by the U.S. Department of Housing and Urban Development (HUD) in order to receive federal assistance annually. The City of Great Falls receives CDBG and HOME funds as an Entitlement Community and Participating Jurisdiction, respectively. The City Commission is required to review and approve the Consolidated Plan and associated Annual Action Plans and will continue to do so in MM-YYYY.

The City of Great Falls will submit the 2024 Annual Action Plan to HUD by MM-YYYY, following the required public comment period and City Commission review. The City program year begins July 1 and ends June 30, 2025.

#### Consolidated Plan Public Contact Information

**On the web:** <https://greatfallsmt.net/planning/consolidated-plan-annual-action-plan>

**Call:** (406) 455-8471 or (406) 455-8474

**Mail:** P.O. Box 5021 | Great Falls, MT 59403

## **AP-10 Consultation – 91.100, 91.200(b), 91.215(I)**

### **1. Introduction**

The 2024 Annual Action Plan was authored by City of Great Falls Finance Department staff. Other City departments were heavily involved either in attendance/guidance for input meetings or available for consultation in updating current City projects, particularly the Public Works, and Park and Recreation Departments. The Great Falls Housing Authority, nonprofit service agencies, affordable housing service providers, and housing developers were heavily involved in the creation and fulfillment of past and current Consolidated Plan goals and are crucial to the further fulfillment of these goals during the 2024 program year.

#### **Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))**

The City will encourage the participation of public and assisted housing residents from the Great Falls Housing Authority and Opportunities, Inc., to provide input to the City on whether their needs in regard to physical health, mental health, and basic services are being adequately met in the community. In response to this input, the City will make every effort to share this feedback with other public, private and non-profit agencies that provide housing, health services, and social services to these residents.

The City is actively engaged with the local Continuum of Care to assist with the collaboration of multiple agencies, including mental health and service agencies, to address homelessness. The City also partners with local Economic Development and Affordable Housing agencies to collaborate on enhancing community growth and providing opportunity for low-income individuals.

#### **Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The Montana Continuum of Care Coalition (MT CoCC) was established by representatives of relevant geographies within the state of Montana for the purpose of carrying out the duties of the CoCC program, as provided for in federal statute 24 CFR Part 578. Great Falls is within Region 5 of this statewide CoCC, and this Region is used to determine homeless survey data from the Montana Department of Health and Human Services.

The City participates in the local Continuum of Care for Homelessness (CoC) group. The CoC group meets monthly throughout the year to expand understanding of the services needed by those who are homeless, to facilitate consolidation and coordination of homeless services and to improve service delivery to people experiencing homelessness. The CoC meetings provide a networking opportunity and

assist in keeping funding options open for future HUD homeless grant funds. Since September 2017, the CoC has incorporated a Coordinated Entry System and bi-monthly Case Conferencing meetings. The progression of the CoC has allowed the community service providers to collaborate, partner, and offer wraparound services to address the community's needs.

The City encourages applications for federal homeless grant funds for projects assisting homeless people through the Montana Continuum of Care Coalition (MT CoCC) statewide application process. The MT CoCC is a statewide entity which addresses homelessness issues and is the main vehicle for organizations in Montana to apply for federal homeless grant funds. If local agencies pursue projects through the MT CoCC, the local CoC will support all appropriate proposals. The City will also encourage our local CoC to undertake activities which will move toward reaching the federal goal of ending chronic homelessness.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

ESG funds are not projected to be available for the City for Program Years 2020-2024.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	NEIGHBORWORKS GREAT FALLS
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Education Service-Fair Housing Regional organization Neighborhood Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Provided input on community needs; attended Public Needs Hearing and offered comments; attended meetings with City staff to develop potential project ideas.
2	<b>Agency/Group/Organization</b>	GREAT FALLS DEVELOPMENT AUTHORITY
	<b>Agency/Group/Organization Type</b>	Services-Education Services-Employment Regional organization Planning organization Community Development Financial Institution
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Provided input on community needs; attended meetings with City staff to develop potential project ideas for proposed Economic Development funds.

3	<b>Agency/Group/Organization</b>	CITY PARK AND RECREATION - COMMUNITY RECREATION CENTER
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Persons with Disabilities Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Attended meetings with City staff to develop potential project ideas for proposed Public Infrastructure funds.
4	<b>Agency/Group/Organization</b>	Great Falls Housing Authority
	<b>Agency/Group/Organization Type</b>	Housing PHA Service-Fair Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Attended CoC meetings and bi-monthly Case Conferencing meetings. Attended meetings with City staff to develop potential project ideas for Public Housing Modernization.
5	<b>Agency/Group/Organization</b>	North Central Independent Living Services
	<b>Agency/Group/Organization Type</b>	Housing Services-Elderly Persons Services-Persons with Disabilities Services-homeless Service-Fair Housing Regional organization

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homelessness Strategy Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Provided input on community needs; attended Public Needs Hearing and offered comments; attended CoC meetings.
6	<b>Agency/Group/Organization</b>	HELPING HANDS
	<b>Agency/Group/Organization Type</b>	Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Provided input on community needs; attended Public Needs Hearing and offered comments; attended CoC meetings.

**Identify any Agency Types not consulted and provide rationale for not consulting**

The City has contacted local public and private agencies with public notice announcements and information via electronic mail as well as traditional and social media platforms. Media outlets included KFBB, KRTV, the Great Falls Tribune, The Electric, and the City's webpage and Facebook page. Our community is noteworthy for its numerous existing social service and housing agencies, and all play a key role in participatory and advisory sessions that shape our Annual Action Plan.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Montana Continuum of Care Coalition	Coordinates local and statewide housing and services for households experiencing homelessness
City of Great Falls Growth Policy Update	City of Great Falls	Dedicated Housing section informs needs for all four housing goals (Fair and Affordable Housing, Rental Rehabilitation, and Homeownership)
PHA 5-Year and Annual Plan	GFHA, U.S. Department of Housing and Urban Development	Quantifiable goals and objectives for very low to low income needs; including public improvements (building sites), Affordable Housing
Great Falls Downtown Master Plan (2011)	City of Great Falls	Consists of census tracts qualifying as Low to Moderate Income areas, Housing Rehabilitation, Affordable rental goals
Analysis of Impediments to Fair Housing Choice (20	City of Great Falls	Goals and strategies that address Fair and Affordable Housing
Comprehensive Housing Affordability Strategy	City of Great Falls	Needs assessment for previous goals and included in previous Strategic Plans (2011-2015; 2015-2019)
Housing Market Demand Assessment for Great Falls,	Great Falls Development Authority	Dedicated Housing section informs needs for all four housing goals (Fair and Affordable Housing, Rental Rehabilitation, and Homeownership)

**Table 3 – Other local / regional / federal planning efforts**

**Narrative (optional)**

The City of Great Falls works closely with state and county agencies in determining the needs of the region despite the relative isolation of Great Falls from adjacent municipalities. For example, the community of Black Eagle is adjacent to the city limits but is found within the county jurisdiction, and the Malmstrom Air Force Base is adjacent but outside city limits. Over the last several years, representatives from Malmstrom have engaged extensively with City staff about the challenges in finding quality and affordable rental housing units for the Malmstrom employees who are unable or choose to live outside of airbase property. In recent years, the Comprehensive Housing Affordability Strategy (CHAS) for 2010-2020 was conducted by a “Great Falls/Cascade County Housing Planning Group” to consider both city and county housing needs.

**AP-12 Participation – 91.105, 91.200(c)**

**1. Summary of citizen participation process/Efforts made to broaden citizen participation  
Summarize citizen participation process and how it impacted goal-setting**

The goals outlined in this Plan are primarily driven by community input through the Community Needs Assessment survey that was incorporated into the Consolidated Plan, a public meeting, a public needs hearing, and the public comment period. The City intentionally provided multiple avenues of public engagement to ensure the priority-setting process was community-driven and inclusive. The 2024 goals reflect the community's identified priorities, which allows for strategic funding in areas of need.

DRAFT



**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	On July 16, 2024 a public meeting was held during the City Commission meeting to present the City's Plan Goals and solicit input for Program Year 2024 activities and priorities.	See Public Comment above.	See Public Comment above.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
2	Public Meeting	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Legal Advertisements were placed with the Great Falls Tribune to run on the following dates for the corresponding Public Notices: June 23, 2024 and June 30, 2024 for the July 16, 2024 Public Needs Hearing; June 19, 2022 and July 23, 2024 and July 30, 2024 for the August 6, 2024 Meeting.			

**Table 4 – Citizen Participation Outreach**

### Expected Resources

**AP-15 Expected Resources – 91.220(c)(1,2)**

**Introduction**

**Anticipated Resources**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	0	60,000	1,626,168	1,686,168	814,778	

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	231,257	0	0	231,257	0	

Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

Federal funding will be leveraged with the support of local, state, and outside (private) sources of funding. CDBG and HOME projects can maximize their local impact within the Great Falls community when combined with leveraged local resources among area providers.

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

None appropriate.

**Discussion**

DRAFT

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Services	2020	2024	Homeless Non-Homeless Special Needs Non-Housing Community Development	City of Great Falls	Public Services	CDBG: \$200,000	Public service activities other than Low/Moderate Income Housing Benefit: 200 Persons Assisted
2	Affordable Housing	2020	2024	Affordable Housing Homeless Non-Homeless Special Needs	City of Great Falls	Affordable Housing	CDBG: \$68,743 HOME: \$231,257	Rental units rehabilitated: 4 Household Housing Unit Direct Financial Assistance to Homebuyers: 8 Households Assisted
3	Public Facilities and Improvements	2020	2024	Public Housing Non-Homeless Special Needs Non-Housing Community Development	City of Great Falls	Public Facilities and Improvements	CDBG: \$171,035	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Planning and Administration	2020	2024	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development Planning and Administration	City of Great Falls	Planning and Administration	CDBG: \$75,000	Other: 0 Other
5	CDBG Slum & Blight Removal	2020	2024	Affordable Housing Homeless Non-Housing Community Development	City of Great Falls	CDBG Slum & Blight Removal	CDBG: \$300,000	Buildings Demolished: 5 Buildings

Table 6 – Goals Summary

# Projects

## AP-35 Projects – 91.220(d)

### Introduction

The City of Great Falls will work with community partners to develop and approve applications for funding from the CDBG and HOME program, which includes funding for administration and planning at the HUD limit.

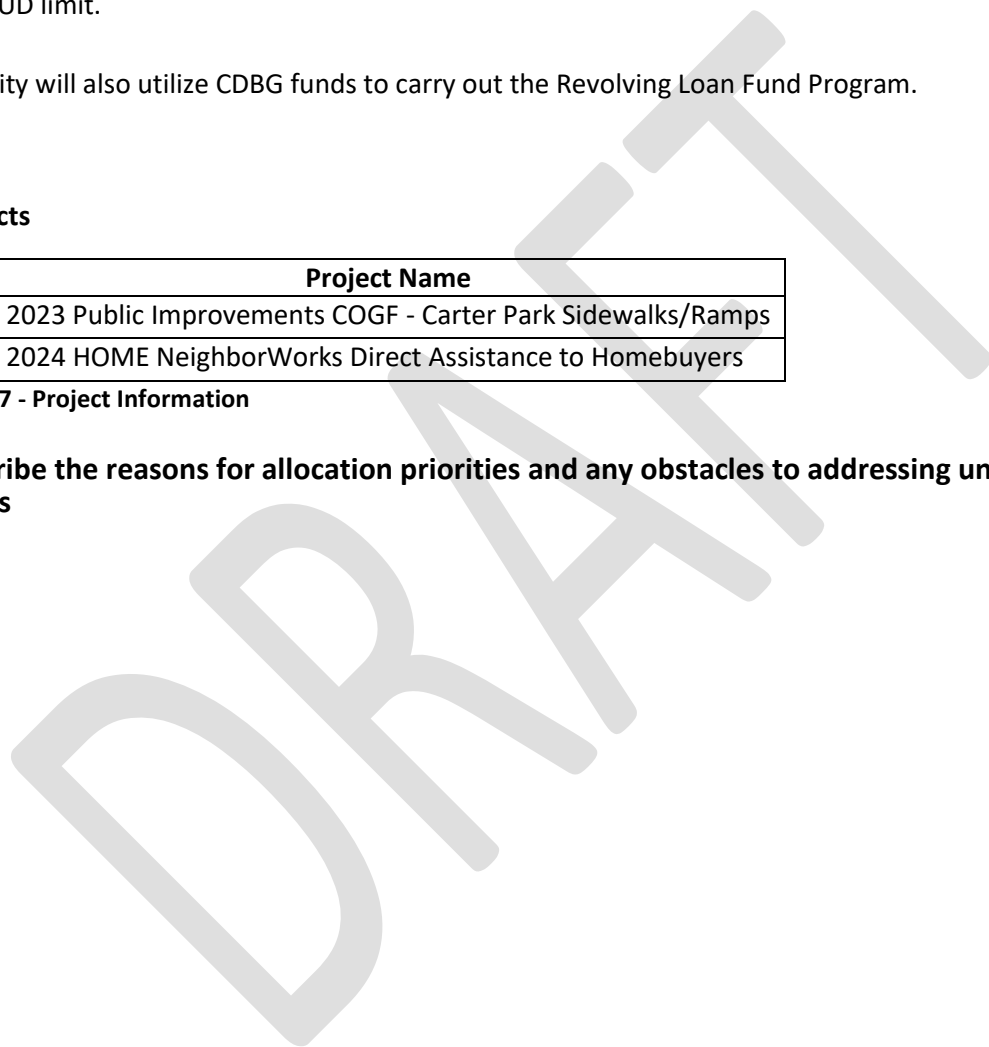
The City will also utilize CDBG funds to carry out the Revolving Loan Fund Program.

### Projects

#	Project Name
1	2023 Public Improvements COGF - Carter Park Sidewalks/Ramps
2	2024 HOME NeighborWorks Direct Assistance to Homebuyers

Table 7 - Project Information

**Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**





**AP-38 Project Summary**  
**Project Summary Information**

DRAFT

1	<b>Project Name</b>	2023 Public Improvements COGF - Carter Park Sidewalks/Ramps
	<b>Target Area</b>	City of Great Falls
	<b>Goals Supported</b>	Public Facilities and Improvements
	<b>Needs Addressed</b>	Public Facilities and Improvements
	<b>Funding</b>	:
	<b>Description</b>	The City of Great Falls will provide CDBG Funding for the replacement of sidewalks, curb cuts, ramps, and other necessary improvements to upgrade the public right of way around Carter Park and adjacent corners. This will allow for improved pedestrian access and connectivity to the adjacent pedestrian route system in the area.
	<b>Target Date</b>	10/1/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	This project will provide an area benefit to LMI families, an estimated 2000 residents this year.
	<b>Location Description</b>	City of Great Falls
	<b>Planned Activities</b>	The City of Great Falls will provide CDBG Funding for the replacement of sidewalks, curb cuts, ramps, and other necessary improvements to upgrade the public right of way around Carter Park and adjacent corners. This will allow for improved pedestrian access and connectivity to the adjacent pedestrian route system in the area.
2	<b>Project Name</b>	2024 HOME NeighborWorks Direct Assistance to Homebuyers
	<b>Target Area</b>	City of Great Falls
	<b>Goals Supported</b>	Affordable Housing
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	:
	<b>Description</b>	NeighborWorks Great Falls will utilize HOME program income to provide direct assistance to first-time homebuyers in the form of down payment assistance, closing costs, or gap financing (OIP). Any activity providing direct assistance through this project will be required to utilize the Recapture Provision as outlined in the AAP and Program Income Plan.
	<b>Target Date</b>	6/30/2025

<b>Estimate the number and type of families that will benefit from the proposed activities</b>	2-3 LMI families.
<b>Location Description</b>	City of Great Falls
<b>Planned Activities</b>	NeighborWorks Great Falls will utilize HOME program income to provide direct assistance to first-time homebuyers in the form of down payment assistance, closing costs, or gap financing (OIP). Any activity providing direct assistance through this project will be required to utilize the Recapture Provision as outlined in the AAP and Program Income Plan

**AP-50 Geographic Distribution – 91.220(f)**

**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

The geographic area for the entitlement city, Great Falls, Montana, is outlined as the area within the city limits as established by the City of Great Falls. Data from the 2018 American Community Survey 5-year Estimate suggests that minority populations represent less than 14% of the city’s total population. When considering areas of minority concentration, HUD’s CPD Mapping Tool indicates that a larger number of minority households live in Census Tracts 3, 4, 7, and 108 when compared to the rest of the city; however, Great Falls does not have any areas of minority concentration according to Federal Financial Institutions Examination Council (FFIEC) data or as defined by HUD Minority Neighborhoods. The city does, however, have areas of low-income concentration, which are defined as areas where 51% of the population has income at or below 80% AMI.

**Geographic Distribution**

Target Area	Percentage of Funds
City of Great Falls	

Table 8 - Geographic Distribution

**Rationale for the priorities for allocating investments geographically**

The City of Great Falls does not allocate funding priorities based on geographic needs. Funding priorities are based on community need and the number of individuals or households that can benefit from the limited amount of funding available. Some allocations are based on an area need and focus efforts in LMI areas with 51% LMI residents as calculated using the HUD area benefit calculation tool. This is the only geographic distinction made by the City of Great Falls.

**Discussion**

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	25
Non-Homeless	50
Special-Needs	0
Total	75

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	50
Acquisition of Existing Units	2
Total	52

Table 10 - One Year Goals for Affordable Housing by Support Type

#### Discussion

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

The Great Falls Housing Authority (GFHA) is the only Public Housing Authority within the city of Great Falls. GFHA owns and operates one main public housing site (Chowen Springs) and four scattered public housing sites (Austin Hall, Yeoman-Tynes, Russell Apartments, and Sunrise Court). These properties include a total of 490 apartment units that range in size from 1-4 bedrooms. Additionally, GFHA has budget authority for 250 Housing Choice Vouchers (HCVs). The HCV program, formerly known as the Section 8 program, allows private landlords to contract with GFHA, who inspects the units for Housing Quality Standards and subsidizes the rent for the approved tenant.

GFHA also manages two affordable housing properties (Sand Hills and Holland Court), which have 16 apartment units each. Eight units at Sand Hills were funded with City HOME funds and are currently within their affordability period per HOME regulations. Eight units at Holland Court were funded with City HOME funds, and although the period of affordability has expired, GFHA continues to set rent for these units within HOME contract limits.

### **Actions planned during the next year to address the needs to public housing**

The Housing Authority will continue its multi-year rehabilitation project at the main site (MT2-1 and MT2-2) which involves upgrading the overhead electrical distribution system, street lights, sewer mains, water mains and gas distribution systems for 356 units and major interior renovation of 156 units. The units will be demolished down to the studs and rebuilt, including new roofs; windows; doors; walls; flooring; and electrical, plumbing and heating systems. Exterior sewer, water and electrical services will also be replaced. At the time of this report, the major interior renovations of 34 units have been completed as a part of this project. This modernization project began in 2015 and is expected to take 10 to 15 years to complete, contingent upon funding.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

GFHA encourages tenants to be involved in the management of public housing through having two tenants on the Housing Authority Board of Commissioners. Resident board members serve two-year terms. All members serve without compensation.

GFHA does not provide direct involvement in supporting homeownership. However, they connect tenants who are interested in homeownership to other organizations within the city that provide financial management training, homeownership training, and other forms of assistance.

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be**

**provided or other assistance**

The Great Falls Housing Authority is not currently designated as troubled.

**Discussion**

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

The City will participate in the local Continuum of Care for Homelessness (CoC) group. The CoC group will meet monthly throughout the upcoming year to expand understanding of the services needed by those who are homeless, to facilitate consolidation and coordination of homeless services, and to improve service delivery to people experiencing homelessness. The CoC meetings will provide a networking opportunity and assist in keeping funding options open for future HUD homeless grant funds.

The trend of gradually increasing numbers and needs of homeless people continues in Great Falls. In particular, the Great Falls Rescue Mission continues to see a significant increase in the number of families seeking assistance.

The City will encourage application for federal homeless grant funds for projects assisting homeless people through the Montana Continuum of Care Coalition (MT CoCC) statewide application process. The MT CoCC is a statewide group which addresses homelessness issues and is the main vehicle for organizations in Montana to apply for federal homeless grant funds. The local CoC Chair will be the local liaison with the MT CoCC. If local agencies pursue projects through the MT CoCC, the CoC will support all appropriate proposals.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City of Great Falls does not provide direct assistance to homeless outreach programs. There are a number of agencies within the city that provide special outreach services for homeless persons and their individual needs. The City will continue to work with these organizations to reduce and eventually end homelessness. Opportunities, Inc., continues to be a great resource for the city, facilitating a number of local, state, and federal programs to assist with homelessness. Additionally, NeighborWorks Great Falls, Habitat for Humanity, Rural Dynamics Inc., St. Vincent de Paul of North Central Montana, Volunteers of America, Alliance for Youth, Indian Family Health Clinic, and YWCA, among others, provide services to help prevent homelessness.

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The City of Great Falls will provide grant funding to address the housing needs of homeless persons



through public service activities.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The Great Falls Rescue Mission is the primary emergency shelter provider in Great Falls. It is difficult to delineate the specific numbers of beds available for emergency shelter versus transitional housing, as the organization does not use governmental funding and is not restricted by specific programming requirements. As a result, the Mission can be flexible regarding bed usage. Whether a specific bed is used for emergency or transitional shelter is driven by actual need on that particular day. Overall, there are 52 beds available in the men's shelter and 65 beds in the women's shelter. In an emergency such as life-threatening weather, the Mission will also provide additional mats on the floor for men and women and foldaway cribs for children.

The Rescue Mission's Cameron Family Center accommodates 114 beds and focuses on housing homeless families. The beds are set up in 28 rooms with private bathrooms to provide a more private place for families to be together. The facility also has space available for supportive services including a medical/dental clinic, year-round youth programs, and coordinated social services

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

Opportunities, Inc., provides assistance with eviction prevention and counseling. The Great Falls Housing Authorities Fair Housing Specialist provides information to landlords and tenants on how to avoid evictions. NeighborWorks Great Falls offers foreclosure prevention counseling and financial assistance as well as rental counseling, while Habitat for Humanity offers foreclosure prevention for their partner families. Additionally, Young Parents Education Center offers individual counseling and group classes to help young adults with life skills, referrals to avoid evictions, assistance with rental applications, and coordination with landlords to prevent eviction and homelessness. The Center for Mental Health

provides individual counseling and assistance for people being discharged from mental health facilities.

### **Discussion**

Many Rivers Whole Health has an adult case manager who provides outreach and wellness checks for chronically homeless people. They provides outreach to the mentally ill homeless population and conducts evaluations to determine whether symptoms of a mental disorder are evident. The agency coordinates with organizations such as Opportunities, Inc., Office of Public Assistance, Great Falls Rescue Mission, Salvation Army, and St. Vincent DePaul to provide assistance with housing, food, clothing and payee services.

Opportunities, Inc., provides support to chronically homeless people through screening for homelessness issues during intake, referrals, case management, financial assistance, and job training assistance.

The YWCA provides 30 different human service agencies with vouchers for chronically homeless people to use at its used clothing store. The YWCA Mercy Home offers emergency shelter and supportive services for women and children who are victims of domestic violence. The Mercy Home can accommodate 30 women and children. The support services provided include crisis intervention, support groups, information and referral, group counseling, personal advocacy, parenting classes, a 911 cell phone lending program, transportation, legal advocacy, resume building, and employment coaching.

The Indian Family Health Clinic provides community resource information through group sessions provided by staff members.

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

Great Falls first adopted a zoning ordinance to regulate the use of land and buildings in 1930. The last comprehensive update of these regulations occurred when the Unified Land Development Code was adopted in 2005. Since 2005, significant sections of the Unified Land Development Code have been updated to respond to development issues in the community. The current zoning and subdivision code implements the City's growth policy, Missouri River Corridor Plan, neighborhood plans and Long Range Transportation Plan. The purposes of the code are: 1) to ensure that all development is guided by and gives consideration to the Growth Policy; 2) to provide clear, consistent standards, regulations and procedures for the review of all proposed development within the city; and, 3) to safeguard the public health, safety and general welfare by establishing minimum standards for design and development.

The City reviews development applications to ensure that they are consistent with subdivision regulations, zoning and land use controls and annexation policies. Such codes and policies are designed to create orderly development; provide adequate services including transportation, utilities, and fire and police protection; and promote public health, safety and general welfare.

Costs for building new housing have greatly increased in recent years, but this is due to other factors previously described rather than the cost of meeting code requirements. Existing home prices have greatly increased due to low housing stock. The City's Chief Building Official reports there is also the perception that costs of new building permits are high and require a time-consuming process. However, the total estimated cost for construction permits to build a house is approximately 1% of the structure's value. The building codes may require engineered foundations and this could be a significant cost; however, this is necessary because of the clay formation underlying much of the city. The City works with homeowners to educate them on ways to reduce the cost of permitting whenever possible. The timeline for residential permitting is currently averaging approximately a 7-day turnaround time based on the quality of drawing submittals. There is good accessibility to plans examiners and access to inspectors when needed.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The Great Falls City Commission sets policy addressing barriers to affordable housing for the city. The Planning and Community Development Department (PCD) deals with all policies related to land use, zoning ordinances, building codes, growth limitations, and fees and charges. The Department researches policy questions and looks for best practices in following the policies set forth by the Commission. Recommendations to the Administration and the Commission are made with input from the public as

well as stakeholders that are interested in the policies.

PCD completed an update to the City's Growth Policy in 2013. The Growth Policy strengthened and highlights existing initiatives while creating the pathway for others. It is utilized for guidance in land use, service delivery, policy making and decision making regarding annexation, rezoning, and other discretionary land use decisions. PCD staff are currently working on a minor update to the Growth Policy document that will likely be followed by a major update to the document during the timeframe of the 2020-2024 Consolidated Plan. This update will address future housing and community development needs.

### **Discussion:**

The current zoning and setback requirements can be restrictive for developing affordable housing in situations where developers wish to use odd-size or small lots or construct high density housing. Additionally, no affordable housing incentives such as reduced lot sizes, setback standards or waived building fees are automatically available to developers of affordable housing. Due to land prices and infrastructure costs, smaller lots are being developed for condensed housing at this time. Additionally, the City has worked very successfully with NeighborWorks Great Falls to use the Planned Unit Development process to create customized development standards to support higher density affordable housing development. As result of this partnership, NeighborWorks has successfully completed the Rockcross Apartments project (124 affordable rental units) as well as currently building affordable homes on its Meriwether Crossing subdivision. This subdivision will lead to the eventual addition of 80 affordable, owner-occupied homes into the City's affordable housing inventory. NeighborWorks has begun outreach with community stakeholders to seek input for its next affordable housing proposal for property south of Great Falls. If NeighborWorks successfully annexes this property into the City, it would lead to phased affordable housing development of approximately 300-400 units. Additionally, NeighborWorks has just submitted a building permit to renovate the "Baatz" building located on the south side of downtown for 25 supportive housing units with on-site wraparound services. The City also expects submittal of building permits later this year for development of the *Carter Commons* affordable senior housing development in the Lower South Side area of Great Falls. This project proposes another 25 affordable rental housing units. Finally, the City approved issuance of CDBG-derived Revolving Loan Funds to assist a developer in renovating a vacant, former assisting living facility located north of the downtown area into 50 affordable rental units. A permit is expected for this project later this year.

Traditionally, mobile/manufactured housing has allowed low income families to purchase housing when a conventional home may be out of reach. However, there is limited availability of vacant affordable single lots, mobile home courts will not accept homes that are older than five years, and a zoning change would be required if a new mobile home subdivision were to be developed. There appears to be the demand for an affordable housing option such as improvements to existing mobile/manufactured home parks or development of a new mobile/manufactured home subdivision. Some of those proposed upgrades are cost prohibitive due to some existing mobile home parks being located in the

floodplain.

In Montana, property tax is the only way authorized by the legislature for cities to raise money to provide local government service and finance schools. Therefore, the tax burden falls on property owners. The cost of building new housing is also affected by the concept that the user pays. The developer of new housing must pay the full cost of extending water and sewer services, connecting to city utilities and putting in curbs, gutters, sidewalks and paved streets. While these requirements affect the cost of housing, these standards are also important to positively impact the quality, permanence, safety and environmental aspects of the Great Falls community.

## AP-85 Other Actions – 91.220(k)

### Introduction:

The Planning and Community Development Department (PCD) administers the CDBG and HOME grant funds that the City is allocated each year. For the 2023 program year, PCD will administer more than one million dollars in funding for projects in public services, affordable housing, housing rehabilitation, economic development, and public facilities. These funds come from both federal dollars and program income.

### Actions planned to address obstacles to meeting underserved needs

The City will collaborate with non-profit agencies and other governmental departments to seek funding to fill the gaps needed to make projects financially feasible so they can serve low to moderate income families. Efforts will be made to work with social service and housing agencies to encourage collaboration when providing supportive services and housing services. In addition, ongoing technical support and coordination with housing providers and social services agencies will assist with meeting federal requirements in as timely, efficient manner as possible to avoid delays in obtaining federal funding.

### Actions planned to foster and maintain affordable housing

The preservation and development of quality, affordable housing continues to be a priority for the City of Great Falls. The Consolidated Plan details the overall housing strategy, which was developed based on a market analysis, an assessment of housing needs, and extensive community involvement. Data provided by HUD in the Needs Assessment section of the Consolidated Plan (NA-25) indicates that 28.2% of Great Falls households are cost-burdened, meaning they pay more than 30% of their income on housing needs. The goals listed below, as outlined in the Consolidated Plan, seek to foster and maintain affordable housing, affirmatively further fair housing, and preserve housing choice for households in Great Falls:

**Affordable Housing** Increase and preserve affordable housing opportunities for very low to moderate income renters, homeowners, first-time homebuyers, and those experiencing homelessness. This includes acquisition and affordable housing efforts that require funding to remediate properties negatively affected by slum and blighted conditions, but is not limited to these activities.

**Housing Rehabilitation** Provide construction and rehabilitation assistance for very low to moderate income homeowners, rental property owners and the Public Housing Authority. The City will focus on upgrading the City's housing stock to meet standard building codes to provide and sustain safe, affordable housing through its revolving loan fund. The City of Great Falls will address Public Housing

Authority rehabilitation or modernization projects with the use of grant funding.

The City of Great Falls certifies to affirmatively further fair housing through its housing programs. Progress on actions taken by the City to affirmatively further fair housing will be reported annually in the City's Consolidated Annual Performance and Evaluation Report (CAPER).

By regulation, at least 15% of HOME funds must be set-aside for a Community Housing Development Organization (CHDO). As NeighborWorks Great Falls is currently the only CHDO in the community, they will be allocated at least 15% of HOME funds for the upcoming year.

### **Actions planned to reduce lead-based paint hazards**

Preventive and rehabilitative measures will be taken in all CDBG and HOME funded housing and public facilities projects that serve young children to ensure the extinction of lead-based paint hazards. All rehabilitation projects in which the building was constructed before 1978 will address lead-based paint regulations. Information about lead-based paint hazards will be provided to all people who apply for City housing rehabilitation loans. If lead-based paint is found during initial testing on a project where families with children under the age of six reside, the potentially affected children will be referred for testing for lead-based paint exposure.

All CDBG and HOME funded housing project sites which have visual paint deterioration where rehabilitation will take place will be tested by a certified risk assessor for the presence of lead-based paint using the XRF Technology Lead Analyzer. On any sites that test positive, only contractors certified in safe work practices will be used for abatement. Clearance tests will be performed by an Environmental Protection Agency (EPA) certified risk assessor and a certified laboratory after interim controls are completed.

The City will pay for lead-based paint testing on all projects through the City's housing rehabilitation programs, with homeowners only incurring greater costs if a contractor has to be hired. The City will provide outreach activities for lead-based paint hazards through notifying contractors of the availability of lead-based paint certification classes if certified private companies hold such classes during the upcoming year. Lead-based paint hazards will be taken into consideration on all pertinent CDBG-funded projects being undertaken by sub-grantees.

### **Actions planned to reduce the number of poverty-level families**

All planned activities for Program Year 2023 will promote the reduction of poverty-level families by providing resources and opportunities to assist low-income individuals to be able to grow and prosper. One specific example is that 15% of the CDBG Budget, approximately \$117,000, will be allocated to provide public services to reduce the number of poverty-level families. This will provide funding toward

public service projects that specifically focus on addressing barriers in the areas of homelessness, physical and mental health, substance abuse, youth services, and fair housing. All public service projects must be new and/or expanding services that benefit low-to-moderate income persons.

### **Actions planned to develop institutional structure**

The City has no plans at this time to make any significant institutional structure changes. The Finance Department will continue to further develop and implement best practices to streamline the administration of federal funds. For example, in order to increase accessibility while maintaining structured funding distributions, the City will implement a quarterly application process.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

In addition to the formal structure inherent in administering CDBG and HOME funds, the City will pursue informal communication and coordination with public and private housing agencies, other government agencies, private businesses, non-profit community agencies and other entities who work to meet the housing assistance and support service needs of low income and moderate income people in the community. The City will coordinate with local agencies to help reduce duplication of programs, to emphasize efficient service delivery for local, state and federal programs and to identify and overcome gaps in the institutional structure for carrying out the previously described strategies developed to address the priority needs.

The nine Neighborhood Councils meet on a regular basis to discuss neighborhood issues. It is anticipated that local, non-profit agencies and governmental departments will use Neighborhood Council meetings as a forum to disseminate information about their organizations. There is an ongoing agenda item at all City Commission meetings to give Neighborhood Council members an opportunity to report on specific issues of concern. The Neighborhood Councils hold three Council of Council meetings in the upcoming year to discuss matters of citywide importance. The City Communications Specialist serves as the Neighborhood Council coordinator and communicates regularly with City management on issues brought up by the Neighborhood Councils. The Communications Specialist actively participates in a variety of groups and committees to help increase governmental coordination with community members.

The Continuum of Care for Homelessness will meet in an ongoing effort to identify needs and coordinate delivery of services for people experiencing homelessness. The City will continue its close working relationship with the Great Falls Housing Authority. This relationship will include such aspects as environmental clearances, and fair housing activities. The City will work with private and public organizations to foster communication and delivery of information to the public regarding housing and



social services to be provided.

**Discussion:**

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

#### Introduction:

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

- 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed 0
- 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. 0
- 3. The amount of surplus funds from urban renewal settlements 0
- 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan 0
- 5. The amount of income from float-funded activities 0
- Total Program Income: 0**

#### Other CDBG Requirements

- 1. The amount of urgent need activities 0
- 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. 0.00%

#### HOME Investment Partnership Program (HOME) Reference 24 CFR 91.220(I)(2)

- 1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:
- 2. A description of the guidelines that will be used for resale or recapture of HOME funds when used

Annual Action Plan 40  
2024

for homebuyer activities as required in 92.254, is as follows:

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:
4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:
5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).
6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).
7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).



**CITY OF GREAT FALLS CITIZEN PARTICIPATION PLAN**  
 for COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
 and HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)  
 UPDATED APRIL 2022

## **PURPOSE**

The United States Department of Housing and Urban Development (HUD) requires the City of Great Falls to develop and follow a Citizen Participation Plan as a condition of receiving funds under the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) as outlined in Section 24 of the Code of Federal Regulations Part 91.105. The Plan must describe the local annual process as well as address key elements mandated by HUD. The City's program year begins July 1 and ends June 30.

The Citizen Participation Plan contains the City of Great Falls' policies and procedures for involving the community in:

- The development of the Citizen Participation Plan, Annual Action Plan and the Consolidated Plan;
- The review of the Consolidated Annual Performance and Evaluation Report (CAPER); and
- Any substantial amendments to the Consolidated Plan.

The Citizen Participation Plan will assure that all residents are afforded adequate opportunities to articulate needs, express preferences about proposed activities, assist in the selection of priorities, and have questions or complaints answered in a timely and responsive manner.

## **KEY ELEMENTS OF CITIZEN PARTICIPATION**

### **Encouragement of Citizen Participation**

The City will provide for and encourage citizen participation, emphasizing the involvement of low to moderate income residents in areas where housing and community development funds may be spent, particularly those in slum and blighted areas. The City will also inform and offer opportunities for comment to residents of low to moderate income neighborhoods (neighborhoods having 51% or higher low to moderate income populations). The City will encourage the participation of public/assisted housing residents being served by the Great Falls Housing Authority and Opportunities, Inc.

The City will make reasonable efforts to consult with other public, private, and non-profit agencies that provide housing, health service, and social services. In particular, agencies to be consulted will be those that focus on service to children/families with children, elderly persons, racial/ethnic minorities, persons with disabilities, female heads of household, non-English speaking persons, and other persons in need of services. The City will encourage input and solicit comments from Neighborhood Councils and will notify the Councils about public hearings related to development of the Consolidated Plan or Annual Action Plan. The city will encourage community input for the Annual Action Plan through a minimum of two public hearings. Additionally, during the development of the 5-year Consolidated Plan, the City will

utilize community surveys, focus groups, and other public forums as methods of obtaining community input and assessing community needs. Policies involving access to public meetings and information are outlined in following sections of this Plan.

When preparing the portions of the Consolidated Plan or Annual Action Plan regarding lead-based paint hazards, the City will consult with the Great Falls Housing Authority certified lead-based paint risk assessor to define what specific activities will be undertaken to mitigate and abate lead-based paint in housing units subsidized to be affordable for low to moderate income households. Activities required for lead-based paint hazards will also be addressed in non-profit facilities which receive CDBG grant funds as sub-recipients of the City where children spend the amount of time which meets the minimum threshold criteria.

The City Commission is the final citizen policy body that reviews and takes action on the Citizen Participation Plan, Annual Action Plan, and Consolidated Plan. After receipt and consideration of public comments, the City Commission votes on these Plans. During all City Commission meetings, citizens have the opportunity to provide public comment.

#### **Access to Meetings**

The City will afford adequate, timely notification so that residents can attend local meetings and public forums and be involved in decision making at various stages of the program. The City will provide reasonable accommodations for persons with disabilities to all public hearings and meetings. Reasonable accommodations include but are not limited to holding meetings in handicapped accessible buildings and providing for language interpreters, when requested.

#### **Access to Information**

The City will provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records relating to the Consolidated Plan, Annual Action Plan and all of their components, and the City's planned use of financial assistance received under the relevant federal programs during the upcoming program year. The public will have the opportunity to receive information, review and submit comments on any proposed submission, including the Consolidated Plan adoption by the City Commission and any plan amendments. Information on the required comment period related to any proposed submission amendments, or adoption of the Consolidated Plan and Annual Action Plan will be available to the public.

Information will also be available on the range of programs and the amount of funding assistance the City expects to receive proposed to benefit low to moderate income residents. These groups will have access to the City's plans to minimize displacement of residents and businesses and assist those displaced because of these activities. The City will also provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records relating to all processes associated with the CAPER.

Information and public records will be available during regular business hours in the City Planning and Community Development Department. Special accommodations will be available for persons with disabilities and/or limited English proficiency upon request and within reason, including alternative formats of distribution and/or translated versions of the proposed document.

The final version of the current Consolidated Plan and current Annual Action Plan will be available on the City's website on an ongoing basis.

### Technical Assistance

The City will provide appropriate technical assistance to all groups that request assistance in developing proposals for financial assistance under any of the programs covered by the Consolidated Plan.

### Public Hearings

The City Commission will hold at least two public hearings during each program year cycle to obtain citizens' opinions.

The hearings must be conveniently timed for people who are likely to benefit from program funds. The hearings must be accessible to people with disabilities, and adequately publicized with sufficient information about the subject of the hearing to encourage informed comment. Material presented at the public hearings will be made available in electronic format on the City's website. The public hearings will occur on a weekday evening in the Civic Center, which is centrally located, easily accessible with adequate parking, and handicap accessible. Individuals with specific special needs should contact the City before public hearing dates to make arrangements if they wish to attend.

The first public hearing will give citizens the opportunity to comment and provide input on the following:

- Any housing and non-housing community development needs they have identified
- Development of proposed activities
- How funding proposals may meet community development needs in Great Falls
- Performance of the City in administering and distributing federal funds

The second public hearing will offer the opportunity for the citizens to comment on the following:

- Adoption of the Consolidated Plan or Annual Action Plan
- Use of federal funds
- Performance of the administration and implementation of funded projects

Notification to the public will be published at a minimum 14 days in advance of all public hearings. This will include publishing at least two legal notices not less than six days apart in a publication designated by the City of Great Falls for legal notices. In addition, a press release will be sent out to local media, and the information will be posted on the City's website and social media outlets. Direct emails will be sent

to all individuals, agencies, and government departments which have expressed an interest in or have received CDBG or HOME grant funds in previous years.

### **Publication of the Consolidated Plan/Annual Action Plan/CAPER**

The City will publish its proposed Consolidated Plan/Annual Action Plan/CAPER documents so that affected residents have sufficient opportunity to review them and provide comments. The requirement for publishing will be met by making copies of the proposed plan available at the Great Falls Public Library, the City's Planning and Community Development Office, and on the City's website. The City will provide a reasonable number of free copies of the Consolidated Plan/Annual Action Plan/CAPER to citizens and groups upon request.

### **Comments**

A period of not less than 30 days will be provided to the public for review and comment on the proposed Consolidated Plan and/or Annual Action Plan prior to submission to HUD unless HUD has allowed for a shortened comment period. A period of no less than 15 days will be provided to the public for review and comment on the CAPER prior to submission to HUD. Notices of periods for public comment and review will be published in a publication designated by the City of Great Falls for legal notices and on the City's website and social media platforms. Citizens may comment on the adoption of the Citizen Participation Plan every five years or any time the Citizen Participation Plan has substantial revisions or has been re-written. Prior to adopting the Citizen Participation Plan, the City will distribute the plan for review and comment for a 15-day period.

The City will consider any comments or views of residents, public agencies, units of general local government, and other interested parties concerning the Consolidated Plan and/or Annual Action Plan, any amendments to these plans, and the CAPER and attach a summary of such comments to the final submissions. Comments can be submitted to the Planning and Community Development Department via written submission, phone, email, or oral comment at public hearings. The Montana Relay number will be included in notifications to facilitate comments from citizens who are deaf, hard-of-hearing, or have speech disabilities.

### **Complaints and Grievances**

The City will consider any complaints and grievances from citizens, agencies, units of general local government, or other interested parties concerning the Consolidated Plan or Annual Action Plan, any amendments to these plans, and the CAPER. Complaints and grievances can be submitted to the Planning and Community Development Department via written submission, phone, email, or oral comment at public hearings. The Montana Relay number will be included in notifications to facilitate complaints and grievances from citizens who are deaf, hard-of-hearing, or have speech disabilities.

The Planning and Community Development Department will address any complaints and grievances with written responses within 15 working days, where practical. Depending on the nature of the complaint and grievance, staff may refer the issue to the City Manager or the City Commission if the response from staff is unsatisfactory to the complainant. As appropriate, a summary of responses will be attached to



the final submissions of the Consolidated Plan, Consolidated Plan amendments, Annual Action Plan, and CAPER.

### **Non-English Speaking Residents**

Special accommodations will be available for persons with limited English proficiency upon request and within reason, including translated versions of proposed documents and translation services for non-English speaking residents at public hearings.

### **Substantial Amendments**

Substantial changes in the City's planned or actual program activities will require an amendment to the Consolidated Plan or Annual Action Plan. The following criteria determines what constitutes a substantial change and governs Consolidated Plan or Annual Action Plan amendments:

- Change in allocation priorities or method of distribution
- Carrying out new program activities, not identified in the Consolidated Plan or Annual Action Plan
- Change in purpose, scope, location or beneficiaries of activities identified in the Consolidated Plan or Annual Action Plan

The City will provide a notice, published twice, in a publication designated by the City of Great Falls for legal notices and have notifications on the City's website. The City will also make available any substantial amendments to the Consolidated Plan or Annual Action Plan for citizen comment for a 30-day period, unless HUD has allowed for a shortened comment period.

### **Minor Amendment**

Minor amendments represent any changes to the Consolidated Plan or Annual Action Plan that do not qualify as "substantial amendments." Minor amendments require the signature of the Planning and Community Development Director or Deputy Director but do not require public notice of 30 days or City Commission approval.

## **SOLICITATION OF CITIZEN COMMENTS ON THE CITIZEN PARTICIPATION PLAN**

Prior to the adoption of the Citizen Participation Plan and approval by the City Commission, a notice will be published twice in a publication designated by the City of Great Falls for legal notices. Notices of the Citizen Participation Plan and/or any amendments to this Plan will be available for a 15-day comment period and will designate the sites where a citizen may obtain a copy of the Plan. These sites will include the City's website and the City Planning & Community Development Department. State relay 711 and reasonable accommodations are available upon request.

The City will consider all written and oral comments or views of residents received during the public comment period. The final Plan will include a summary of public comments and a summary of any comments not accepted and the reasons therefore.

## **SOLICITATION OF CITIZEN COMMENTS IN PREPARING THE CONSOLIDATED PLAN OR THE ANNUAL ACTION PLAN**

The City will contact local affordable housing and public service agencies, the Great Falls Housing Authority and the Neighborhood Councils to obtain information and comments to make citizens aware of the Consolidated Plan or Annual Action Plan process. The City will make reasonable efforts to consult with other public, private and non-profit agencies that provide housing, health service, and social services. In particular, agencies to be consulted will be those that focus on service to children/families with children, elderly persons, racial/ethnic minorities, persons with disabilities, female heads of household, non-English speaking persons, and other persons in need of services. State relay 711 and reasonable accommodations are available upon request.

The proposed Consolidated Plan or Annual Action Plan will be available to all citizens via the City's website, the Great Falls Public Library, and the City Planning and Community Development Department. Citizens will be informed about the availability of the proposed Consolidated Plan or Annual Action Plan by notifications on the City's website, published notices in a publication designated by the City of Great Falls for legal notices, and emailed notices to a wide variety of public service agencies. Notification will describe the availability of the Plan and the 30-day period to receive public comment, unless HUD has allowed for a shortened comment period.

The City Commission will conduct at least two public hearings requesting input from citizens and representatives of low to moderate income level people on the needs of the community, including but not limited to housing, community development, infrastructure, economic development and homeless assistance.

The City will provide a reasonable number of free copies of the Consolidated Plan or Annual Action Plan to citizens and groups upon request. Electronic copies will be made available for download from the City's website. All information and public records will be available during regular business hours in the City's Planning and Community Development Department. Special arrangements will be available to accommodate access to information for persons with disabilities and/or limited English proficiency upon request and within reason, including alternative formats for important documents associated with the public participation process.

## **EXPEDITED CITIZEN PARTICIPATION OPTIONS**

If, for any reason, HUD has allowed for an expedited Citizen Participation process the City maintains the right to utilize those waivers without needing to amend the approved Citizen Participation Plan. This includes, but is not limited to, virtual hearing options, expedited public comment processes, and any other waivers that may be necessary and granted by HUD. If virtual hearings are used, real-time responses and accommodation for persons with disabilities and/or with limited English proficiency will be made available to the greatest extent possible.



Commission Meeting Date: July 16, 2024

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Approve Sale of City-Owned Property to Pasta Montana

**From:** Park and Recreation Department

**Initiated By:** Pasta Montana LLC

**Presented By:** Steve Herrig, Park and Recreation Director

**Action Requested:** Approve sale of land to Pasta Montana and authorize the City Manager to execute closing documents.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) the sale of City-owned property to Pasta Montana LLC, described as Tract 10 located in Section 5 and Section 6, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, and described in the Certificate of Survey recorded in the office of the Clerk and Recorder, for the purchase price of \$375,000, and (authorize/not authorize) the City Manager to take all actions and execute all documents necessary to effectuate the sale.”

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

**Staff Recommendation:** Staff recommends the City Commission approve the sale of land to Pasta Montana and authorize the City Manager to take all actions and execute all documents necessary to effectuate the sale.

**Background:** In July 1996, after a public hearing, the City Commission approved a 20-year lease agreement with Pasta Montana L.L.C., thereby allowing the company to build its food manufacturing plant in Great Falls. The lease included the grant of an option to Pasta Montana to purchase the leased property, if exercised prior to the termination of the lease. Annual lease payments were \$18,000 for the initial 20 year lease term and \$27,000 for each year of the extension term. The Park and Recreation Advisory Board approved this lease and public notice of the bid offering was published. Pasta Montana submitted the only bid. There was no appraisal of the property at this time because, pursuant to the terms of the lease, the fair market value would be established if Pasta Montana exercised the option to buy.

In 2016, rather than extend the original lease agreement, City staff took the opportunity to undertake a review of the agreement and update the lease terms. The updated lease carried a 5-year term with annual lease payments in the amount of \$27,000, and renewed the option granted to Pasta Montana to purchase

the leased property for its appraised value at the time the option was exercised. The City Commission approved the 2016 lease after a public hearing.

In 2021, Pasta Montana notified the City of its decision to exercise its option to purchase the leased premises. At that time an appraisal was completed establishing a fair market value of \$375,000. Later, in preparing for the transfer of property to Pasta Montana, City staff learned that there were concerns with the City's ability to deliver a clean title to the leased premises, as well as the surrounding property owned by the City. It was also determined that there was no legally recognized parcel corresponding to the leased premises. Rather, the leased premises was made-up of portions of three recorded parcels, none of which had been properly subdivided. Therefore, in 2022, the City of Great Falls Park and Recreation Department commissioned Stephen Babb of Babb Land Surveying, Inc. to retrace the boundaries of the three (3) parcels of record underlying the lease parcel, and to relocate existing common boundaries to create a separate described parcel to transfer to Pasta Montana.

When it was clear that closing of the sale would be delayed, the City and Pasta Montana agreed that any 2022, 2023 and 2024 lease payments made by Pasta Montana would be applied to the purchase price.

To resolve the title issues to the parcels underlying the leased parcel, a quiet title action was required. This action was filed in District Court in May of 2023. In April, NorthWestern Energy conveyed any interest it may have in the leased property and surrounding parcels in a quitclaim deed recorded with the Cascade County Clerk and Recorder. In November of 2023, the City received an order declaring that the City is the owner in 100% fee simple of the subject parcels.

Upon completion of the quiet title action, City staff worked with Mr. Babb to complete the survey and draft and locate easements. The survey describing the Pasta Montana parcel and the dedication of public right of ways was approved by the City Commission on June 4, 2024 and is sent for recording with the County. As a result, the parties are prepared to close and complete the transfer of real property to Pasta Montana.

The following documents will need to be executed to complete closing:

1. Buy-Sell Agreement
2. Deed to Pasta Montana
3. Realty Transfer Certificate (DOR)
4. Bill of Sale
5. Settlement Statement
6. Water/Sewer utility easement from Pasta Montana to City
7. Water service/fire utility easement from City to Pasta Montana
8. Water utility easement from Pasta to City
9. Natural gas utility easement from Pasta to City
10. Pedestrian bridge/agricultural conveyance pipe easement from City to Pasta
11. Use Agreement between Pasta Montana and the City for Pasta Montana's use of the roadway and parking area still on City property

**Concurrences:** The Park and Recreation Advisory Board approved the lease agreements and was updated on the status of completing the sale. Public Works Department has been working with the Legal Department on a Use Agreement between Pasta Montana and the City, and assisted with a number of utility easements between Pasta Montana and the City. Planning and Community Development Department also assisted with the utility easements and reviewing the survey with the right-of-way

dedications. The Fiscal Department also assisted with calculating rent payments to determine the remaining purchase price due at closing.

**Fiscal Impact:** City will receive the \$375,000 purchase price less rent payments made by Pasta Montana in 2022, 2023 and 2024.

**Alternatives:** The alternative would be to not approve the final sale and not give the City Manager authorization to execute closing documents. However, since the Commission previously agreed to the sale through its approval of purchase options in two separate leases, a refusal to sell would likely invite litigation for breach of the lease agreement.

**Attachments:**

Attachment 1 – Showing the 3 separate parcels underlying the leased parcel

Attachment 2 – Certificate of Survey depicting Tract 10 to be transferred to Pasta Montana

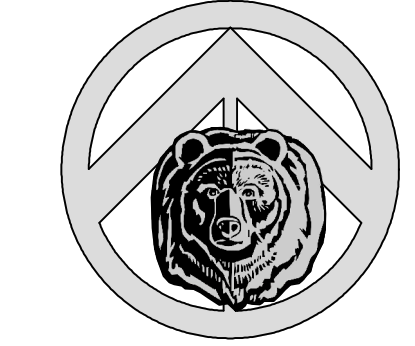
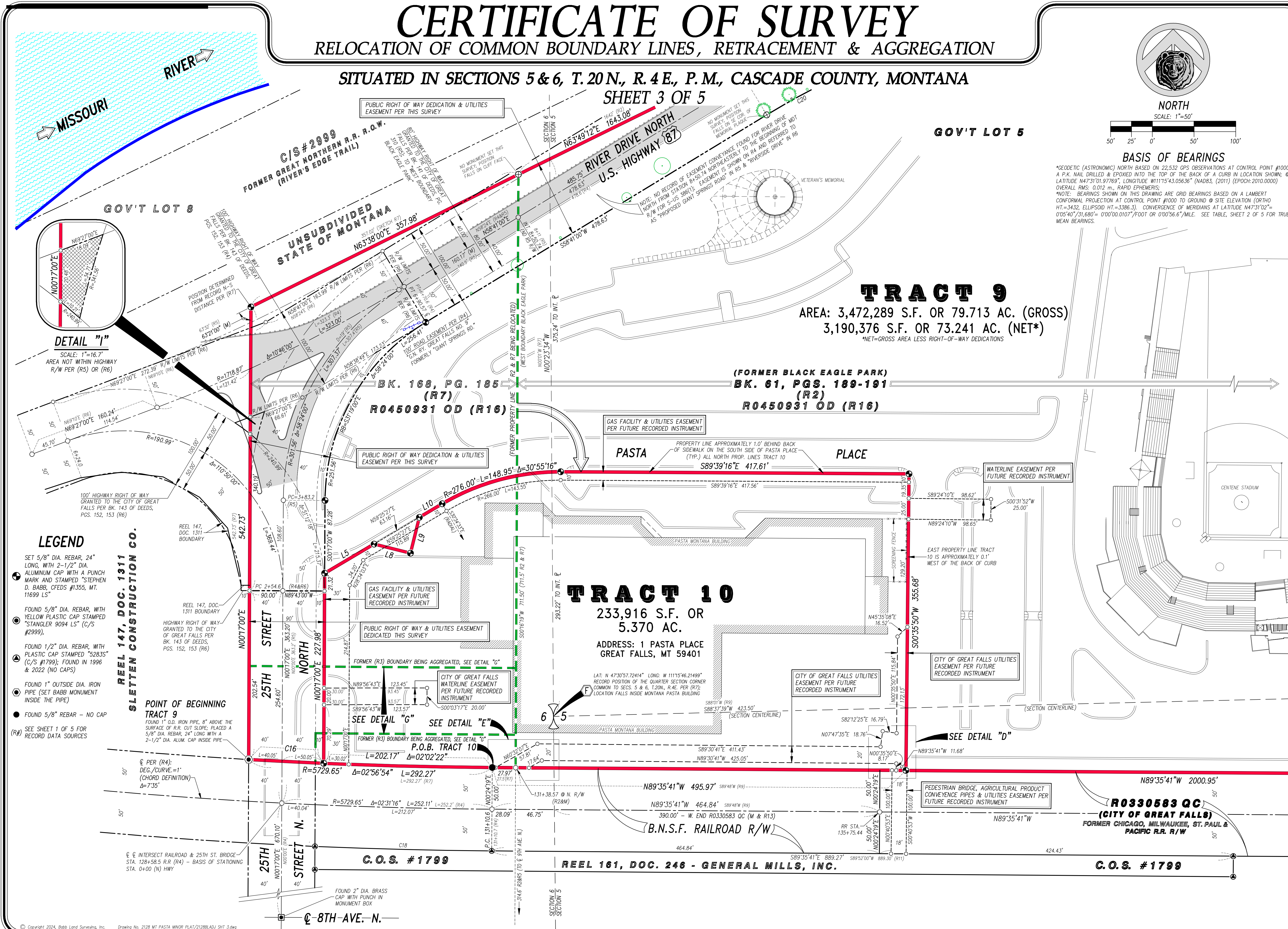


# CERTIFICATE OF SURVEY

## RELOCATION OF COMMON BOUNDARY LINES, RETRACEMENT & AGGREGATION

### SITUATED IN SECTIONS 5 & 6, T. 20 N., R. 4 E., P. M., CASCADE COUNTY, MONTANA

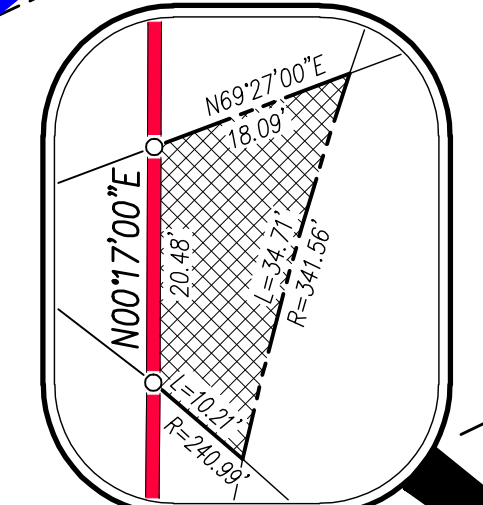
SHEET 3 OF 5



NORTH  
SCALE: 1"=50'

BASIS OF BEARINGS

\*GEODETIC (ASTRONOMIC) NORTH BASED ON 22,532 GPS OBSERVATIONS AT CONTROL POINT #1000, A P.K. NAIL DRILLED & EPOXYED INTO THE TOP OF THE BACK OF A CURB IN LOCATION SHOWN; @ LATITUDE N47°31'01.97769", LONGITUDE W111°15'43.05636" (NAD83, (2011)) (EPOCH: 2010.0000) OVERALL RMS: 0.012 m., RAPID EPHIMERIS.  
\*NOTE: BEARINGS SHOWN ON THIS DRAWING ARE GRID BEARINGS BASED ON A LAMBERT CONFORMAL PROJECTION AT CONTROL POINT #1000 TO GROUND @ SITE ELEVATION (ORTHO HT.=3432, ELLIPSOID HT.=3386.3). CONVERGENCE OF MERIDIANS AT LATITUDE N47°31'02"= 0°05'40"/31,680"= 0°00'00.0107"/FOOT OR 0°00'56.6"/MILE. SEE TABLE, SHEET 2 OF 5 FOR TRUE MEAN BEARINGS.



DETAIL "1"  
SCALE: 1"=16.7'  
AREA NOT WITHIN HIGHWAY R/W PER (R5) OR (R6)

- ### LEGEND
- SET 5/8" DIA. REBAR, 24" LONG, WITH 2-1/2" DIA. ALUMINUM CAP WITH A PUNCH MARK AND STAMPED "STEPHEN D. BABB, CFDS #1355, MT. 11699 LS"
  - FOUND 5/8" DIA. REBAR, WITH YELLOW PLASTIC CAP STAMPED "STANGLER 9094 LS" (C/S #2999).
  - FOUND 1/2" DIA. REBAR, WITH PLASTIC CAP STAMPED "5283S" (C/S #1799); FOUND IN 1996 & 2022 (NO CAPS)
  - FOUND 1" OUTSIDE DIA. IRON PIPE (SET BABB MONUMENT INSIDE THE PIPE)
  - FOUND 5/8" REBAR - NO CAP
  - (R#) SEE SHEET 1 OF 5 FOR RECORD DATA SOURCES

REEL 147, DOC. 1311  
SLETTEN CONSTRUCTION CO.

POINT OF BEGINNING TRACT 9  
FOUND 1" O.D. IRON PIPE, 8" ABOVE THE SURFACE OF R.R. CUT SLOPE; PLACED A 5/8" DIA. REBAR, 24" LONG WITH A 2-1/2" DIA. ALUM. CAP INSIDE PIPE

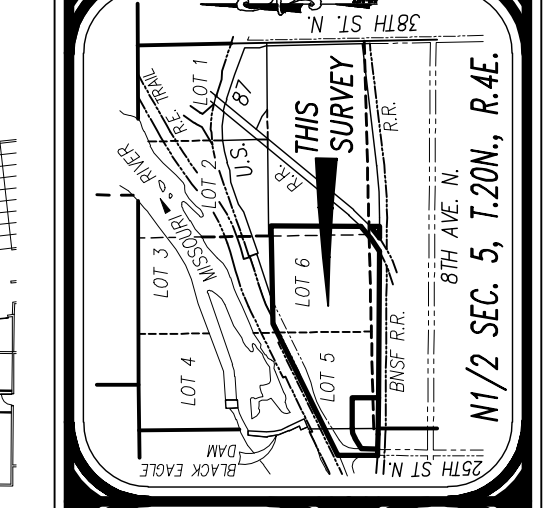
PER (R4):  
DEG./CURVE=1'  
(CHORD DEFINITION)  
Δ=7'35"

FOUND 2" DIA. BRASS CAP WITH PUNCH IN MONUMENT BOX

**B A B B**  
**LAND SURVEYING, INC.**  
622 ALICE DRIVE GREAT FALLS, MONTANA 59405  
(406) 268-1188 (406) 788-0896 CELL • EMAIL: BABBSURVEY@BRESNAN.NET

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

**PROPERTY ADDRESSES:**  
PASTA MONTANA: 1 PASTA PLACE, GREAT FALLS, MT 59401  
EAGLE FALLS GOLF COURSE & VETERANS MEMORIAL PARK: 1025 25TH ST. N., GREAT FALLS, MT 59401  
CENTENE STADIUM: 1015 25TH ST. N., GREAT FALLS, MT 59401



**CERTIFICATE OF SURVEY**  
RELOCATION OF BOUNDARY LINES, RETRACEMENT & AGGREGATION  
SITUATED IN PORTIONS OF SECTIONS 5 & 6, T. 20 N., R. 4 E., P. M. CASCADE COUNTY, MONTANA

DATE: FEB. 24, 2024  
JOB NO.: 2128

SCALE: 1"=50'  
DRAWN BY: S. BABB

3 5