



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
December 03, 2024
7:00 PM**

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

Public participation is welcome in the following ways:

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

Meeting Decorum Statement

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

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.

CITY MANAGER

5. 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.

6. Minutes, November 19, 2024, City Commission Meeting.
7. Total Expenditures of \$5,119,135 for the period of November 7, 2024 through November 20, 2024, to include claims over \$25,000, in the amount of \$4,272,958.
8. Contracts List.
9. Grants List.
10. Reject all Construction Contract bids for the Great Falls Public Library Renovation Entry Vestibule's Exterior and Interior Doors project due to budget shortfall.

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

11. Aspen Village Apartments (Multifamily) Affordable Housing Proposal. *Action: Conduct or not conduct a public hearing to determine if a project meets a community housing need. (Presented by Kassy Buss)*
12. Centennial Village Apartments (Multifamily) Affordable Housing Proposal. *Action: Conduct or not conduct a public hearing to determine if a project meets a community housing need. (Presented by Kassy Buss)*

OLD BUSINESS

13. Development Agreement Amendment with Context LLC for the remodel of the Kellergeist Pub Theater located at 111 Central Avenue. *Action: Approve or deny an amendment to the development agreement to extend the reimbursement terms to December 31, 2025. (Presented by Brock Cherry)*
14. Electric City Water Park Splash Pad Installation – Funding Agreement and Change Order. *(Presented by Sylvia Tarman)*

- I. *Action: Approve or not approve an Amendment for the CDBG Funding Agreement to add \$6,150 additional funding for the project.*
- II. *Action: Approve or deny a change order with Smith River Construction Inc. in the amount of \$6,150 and authorize or not authorize the City Manager to execute the contract documents.*

15. Sewage Lift Station No. 1 and Supplemental Forcemain Improvements – Alternative Project Delivery Contract Award for General Contractor Construction Manager Services. *Action: Award or not award a GCCM Construction Contract to Prospect Construction, Inc, for Construction Phase Services at a Guaranteed Maximum Price (GMP) of \$7,456,692 and authorize or not authorize the City Manager to execute the agreement documents. (Presented by Christoff Gaub)*

16. Sewage Lift Station No. 1 and Supplemental Forcemain Improvements – Professional Services Agreement Amendment No. 1 for Engineering Construction Phase Services. *Action: Approve or not approve Amendment No. 1 to the Professional Services Agreement with TD&H Engineering in the amount of \$687,600 for Construction Phase Services and authorize or not authorize the City Manager to execute the agreement documents. (Presented by Christoff Gaub)*

NEW BUSINESS

17. South Great Falls Storm Drain Middle Basin – Construction Agreement. *Action: Award or not award a construction agreement in the amount of \$1,581,695.80 to United Materials of Great Falls, Inc. and authorize or not authorize the City Manager to execute the agreement documents. (Presented by Christoff Gaub)*

18. GFPD Evidence Building Expansion - Security Contract. *Action: Award or not award a contract in the amount of \$24,860 utilizing American Rescue Plan Act funds, and authorize or not authorize the City Manager to execute the construction contract documents. (Presented by Sylvia Tarman)*

19. Civic Center Court Relocation Project – Furniture Order. *Action: Approve or not approve the furniture order for the Civic Center Court Relocation Project in the amount of \$273,243.85, to be purchased under the State TIPS/Omnia contract. (Presented by Sylvia Tarman)*

20. Great Falls Police Department Secure Front Desk Project – Construction Contract. *Action: Award or not award a contract in the amount of \$67,042.50 to Guy Tobacco Construction for the Great Falls Police Department Secure Front Desk Project utilizing SLIPA and City funds, and authorize or not authorize the City Manager to execute the construction contract documents. (Presented by Sylvia Tarman)*

21. Great Falls Animal Shelter Remodel Project – Construction Contract. *Action: Award or not award a contract in the amount of \$129,688.35 to A & R construction, LLC for the Great Falls Animal Shelter Remodel Project utilizing SLIPA and City funds, and authorize the City Manager to execute the construction contract documents. (Presented by Sylvia Tarman)*

22. Mansfield Theater Seating - Construction Contract. *Action: Award or not award a contract in the amount of \$995,190 to Wadsworth Builders Company, Inc. for the Mansfield Theater Seating Project utilizing SLIPA and City funds, and authorize or not authorize the City Manager to execute the construction contract documents. (Presented by Sylvia Tarman)*

ORDINANCES / RESOLUTIONS

CITY COMMISSION

23. Miscellaneous reports and announcements from the City Commission.

24. Commission Initiatives.

ADJOURNMENT

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

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

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

JOURNAL OF COMMISSION PROCEEDINGS
November 19, 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, Susan Wilson, and Susan Wolff. Also present were Public Works Director Chris Gaub, Planning and Community Development Director Brock Cherry, Finance Director Melissa Kinzler, ARPA Project Manager Sylvia Tarman, City Attorney David Dennis, Fire Chief Jeremy Jones, Police Chief Jeff Newton, and City Clerk Lisa Kunz.

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

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

PETITIONS AND COMMUNICATIONS

1. **Michael Yegerlehner**, 313 2nd Street North, commented that House Great Falls cold weather drop in opens tonight. On nights when the temperature gets below 25 degrees or below 32 degrees with inclement weather, First United Methodist Church and a group of volunteers from House Great Falls opens the church from 5:30 p.m. to 9:30 p.m. where people can get a free meal, hot coffee, or just a place to sit and rest. They are looking for volunteers to staff the drop in center, cook meals, and distribute extra food items and warm weather gear.

NEIGHBORHOOD COUNCILS

2. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

BOARDS AND COMMISSIONS

3. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Michelle Millard, Safe Care Provider with the City-County Health Department (CCHD), reported on two programs, Parents as Teachers (PAT) and SafeCare.

The mission of PAT is to promote the optimal early development, learning and health of children by supporting and engaging their parents and caregivers. The four dynamic components to the PAT model is personal visits, group connections, screenings and community resource network. The CCHD has been implementing the PAT model in Cascade County since 2007 and are currently serving 72 families.

The mission of SafeCare is to ensure all children have a nurturing, safe and healthy home environment through SafeCare training, implementation, support and research. SafeCare providers

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work with families in their homes to improve parent skills in three areas: parent-child interaction, child healthcare and home safety. CCHD has been implementing the SafeCare model since 2014 and are currently serving 26 families.

Abigail Hill, Health Officer with the City County Health Department, provided an update on the salmonella outbreak. Salmonella is a bacteria that is spread through consuming contaminated food or water. It can be spread by someone who is sick and handling food or through animals and pets. Symptoms of salmonella typically start six to 72 hours after consuming contaminated food, but can start up to seven days. It can be challenging to figure out the source.

The CCHD is statutorily required to investigate communicable diseases. CCHD determined 11 positive cases of salmonella the last two weeks; nine of those cases being within the Great Falls Public Schools. Today, the Montana State lab completed genomic sequencing of three test samples and confirmed the strain matches a 12-state salmonella outbreak. Although it does not indicate the source, but lets the CCHD know that there was most likely produce or some food item that was distributed across the country that Great Falls received because the strains match.

CITY MANAGER

4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon made the following announcements:

- The City's update to the Growth Policy is well underway with a new website futuregreatfalls.com. He encouraged residents to sign up for the email listserve to be notified of future meetings, participate and be active in discussion relating to the growth management plan update.
- Planning and Community Development Director Brock Cherry received the Emerging Leader of the Year award at the Great Falls Area Chamber of Commerce 2024 Awards Gala on November 14, 2024.
- David Holt, badge #389, and Adrienne Martinez, badge #390, graduated from the Montana Law Enforcement Academy on November 8, 2024, and will transition into the Field Training Officer Program.
- The City has been exceedingly patient with Alluvion, who has been working with their contractor, to resolve financial challenges associated with the Rocky Mountain Building. Alluvion is trying to achieve some structural adjustments to stabilize the top floor and then put on a roof. Their hope is to stabilize it enough to make it marketable to sell. In the meantime, the City has been getting complaints about the container on the sidewalk. The City has asked Alluvion to remove the container, but the sidewalk will need to be closed for a period of time until they can resolve the structural issues and make sure it is safe for the public. A press release is forthcoming.

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- The Public Safety Advisory Committee (PSAC) provided recommendations coming out of the failed public safety levy. Updates will be regularly shared with the Commission and community.

Police Chief Jeff Newton reported that during fall of 2023, the voters of Great Falls chose not to approve the public safety mill levy and bond request. Since then, the members of the Great Falls Police Department have continued to provide the best service to the community members within their capacity to do so. Despite the failure of the public safety levy and bond, the workload has not subsided and the challenges have not gone away. The Great Falls Police Department (GFPD) continues to review their processes and prioritizes their response posture, both in the patrol and investigations bureaus. GFPD's public safety needs have not changed since the levy vote and the expectations from the community have not subsided.

Currently, GFPD has seven sworn officer vacancies and six 911 Center vacancies. He is anticipating two to three retirements from sworn personnel and one resignation from the 911 Center during the 2025 calendar year. GFPD has held two vacancies in its Investigations Bureau for over a year (one (1) General Case and one (1) Russell Country Drug Task Force) due to the inability to backfill those assignments.

GFPD continues to recruit both sworn officer and 911 Center applicants. GFPD has streamlined its hiring processes for a smoother transition between the application process and conditional offer of employment. However, GFPD will not supersede hiring standards even though they are short staffed in both areas.

GFPD continues to hire those applicants that meet the necessary qualifications. However, GFPD is challenged by limited slots available at the Montana Law Enforcement Academy for entry-level hires. This means their ability to hire is predicated upon the number of reserved training slots allowed to GFPD by the Montana Law Enforcement Academy.

The Patrol Bureau is averaging 115 calls for service per day, which equates to nearly five calls per hour, with an average of 14 officers on duty during a 24-hour time period. He noted that many of these calls for service require multiple officers on scene. Depending on the nature of the call, every officer on duty may be dispatched to one incident. It is not uncommon for the Patrol Bureau to make 30 to 40 arrests in a week. Because of the staffing levels and call load, this places the Patrol Bureau in a reactive, not a proactive, policing model.

The Special Victims Unit, which investigates sex crimes against children and adults and children victimized, so far this year have 230 assigned cases. The General Case Unit has had 106 assigned cases, and the School Resource Officers (SRO) average 100 calls for service per week. Because of the workload with the SRO's, he had to make an internal staffing change and assign a Sergeant to only supervise that specific group of investigators. Chief Newton further noted that the SRO Supervisor also responds to calls to assist her team.

To date, the Russell Country Drug Task Force, which the GFPD is the parent agency and has investigators assigned to, has seized 111 pounds of methamphetamine, ¼ pound of fentanyl powder, 37,370 fentanyl pills and 4.5 pounds of cocaine.

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Regarding the 911 Center, to date, they have handled 73,304 calls for service. The 911 Center provides service to the Great Falls Police Department, Cascade County Sheriff's Office, Great Falls Fire Rescue, Great Falls EMS, and Rural Fire. Over the last week, the 911 Center has handled 1,467 calls for service, with an average of 251 calls per service per day, in a 24-hour timeframe. Due to staffing shortages, the workload is being handled by six dispatchers over that 24-hour time period.

GFPD continues to rely heavily on limited availability of grants and the Great Falls Police Community Foundation to assist GFPD in acquiring needed equipment and training for staff due to budgetary constraints.

Achievements include Kelly Johanneck being recently appointed as the Deputy Director at the 911 Center. This was a newly created position that will benefit the operations at the center and service to the community.

The Evidence Expansion project, funded through ARPA, is on schedule and has been shut down for the winter months. They anticipate the project resuming construction in early March 2025, with a completion date tentatively scheduled for November 2025.

The Front Counter project, funded by a State and Local Infrastructure Partnership Act (SLIPA) grant, is on schedule, with the bid opening process starting on November 20, 2025. These two projects have been sought after for years, and both are coming to fruition.

Chief Newton concluded that he is extremely proud of the team at the GFPD, and they will continue to provide the best service that they can within their capacity to do so. He appreciates the support of the Mayor, Commissioners, City staff and many of our community members.

Manager Doyon added that the City retained the safetyinthefalls website. The City's communication specialist will start updating that website with these updates from the departments, and additional information as it becomes available.

Commissioner McKenney applauded Chief Newton for his attitude on hiring. Even though the Department has been shorthanded for many years, he always wants to hire folks that are going to be an asset to the organization.

Commissioner Wolff expressed appreciation for GFPD's professionalism and compassion that the officers show in difficult circumstances on a daily basis.

CONSENT AGENDA.

5. Minutes, November 6, 2024, City Commission Meeting.
6. Total Expenditures of \$3,076,849 for the period of October 17, 2024 through November 6, 2024, to include claims over \$25,000, in the amount of \$2,205,230.
7. Contracts List.
8. Grants List.

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

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

Hearing none, Mayor Reeves called for the vote.

Motion carried 5-0.

PUBLIC HEARINGS

OLD BUSINESS

NEW BUSINESS

9. PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1 FOR THE OPTIMAL CORROSION CONTROL TREATMENT PLAN. OF 1527.8

Public Works Director Chris Gaub reported that the Water Treatment Plant prides itself on operating within the required standards for public drinking water. This includes collecting, testing and reporting of test results of both the raw water from the Missouri River and the finished, treated water that is distributed throughout the City. Prior to 2023, the finished water had very little impact to lead and copper lines throughout the City. The water fell within the requirements of the optimized corrosion control in the EPA's lead and copper rule.

Following a spring snowmelt in 2023, the composition of the Missouri River was altered enough to make the finished water slightly corrosive. This caused samples collected from individual homes in the City to exceed the trigger level of ten parts per billion for lead, which, under the lead and copper rule, triggered a corrosion study to develop an improvement strategy. Because of known hazards posed by lead plumbing to include lead service lines, DEQ is requiring this corrosion control project to add an additional layer of defense against the erosion of plumbing materials that could potentially cause the presence of lead at the taps.

The project will include the addition of orthophosphate and sodium hydroxide at the Water Treatment Plant to adjust the pH or corrosive nature of the finished water. According to the EPA, this strategy will prevent lead from leaching into the water from plumbing and fixtures. Orthophosphate is a food grade additive considered safe by the US Food and Drug Administration. Sodium hydroxide is a base commonly used in the water treatment process to increase the pH of water and reduce corrosion of piping.

Staff recommends the Commission approve the amendment to allow Morrison-Maierle to begin designing the components that will enable the City to implement the corrosion control strategy mandated by DEQ and by the DEQ deadline of May 2026.

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Commissioner Wilson moved, seconded by Commissioner Wolff, that the City Commission approve the Professional Services Agreement Amendment No. 1 in the amount of \$185,375 to Morrison-Maierle, for the Optimum Corrosion Control Treatment Plan project, and authorize the City Manager to execute the agreement documents.

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 Wilson noted she used to do this for a living. It is a good package that Morrison-Maierle put together and it is required.

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

Motion carried 5-0.

10. CIVIC CENTER COURT RELOCATION PROJECT. OF 1750.3

ARPA Project Manager Sylvia Tarman reported that the Civic Center Court Relocation project includes renovating the Missouri Room to make room for two new courtrooms and office space for the Court staff. A construction contract was awarded for the project in March 2024, and work began in July. City staff have been working with the architect to review IT needs for the Court. Central Technologies has proposed to install data cabling and connectivity features throughout the new Court footprint. Upon review of the proposal and needs of the court space, City staff is confident that this proposal will provide adequate access and connectivity to enable efficient operations for the Courts.

Therefore, City staff recommends awarding this contract to Central Technologies, Inc., in the amount of \$27,295.00, as part of the City Court Relocation Project, utilizing ARPA funds. This puts the overall project budget, under contract so far, at \$2,939,483.56.

Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission award a contract in the amount of \$27,295 to Central Technologies, Inc. for the Civic Center Court Relocation project utilizing American Rescue Plan Act funds, and authorize the City Manager to execute the contract documents.

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

Motion carried 5-0.

11. TERMINATION OF THE APRIL 20, 1993 AGREEMENT BETWEEN THE CITY OF GREAT FALLS AND THE GREAT FALLS PUBLIC LIBRARY TRUSTEES.

City Attorney David Dennis reported that, since April 20, 1993, the Great Falls Public Library has been operating under a management agreement with the City entered into by the City Commission and the Great Falls Public Library trustees. The 1993 agreement automatically renews every year

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unless one party gives 90-days advance notice of termination. The agreement has been automatically renewed without change for 31 years.

At the City Commission's February 20, 2024 meeting, the Commission acknowledged that the 1993 agreement was outdated and could benefit from a review. The Commission agreed by consensus to make a formal request to the Library Board of Trustees to open the current one-year agreement for discussion. On April 25, 2024, representatives from the Great Falls City Commission and the Library Board of Trustees began meeting to review the current agreement. On November 4, 2024, the parties completed their discussions with a final proposal made by the City representatives, which will be the next item on tonight's agenda.

As mentioned, the current agreement requires 90-days advance notice of termination. This notice is from the anniversary date of the agreement. While the term of the agreement renews on July 1 every year, the signature date of the original agreement was April 20, 1993. Therefore, arguably, the anniversary date for the current agreement is April 20, 2025, and notice must be given to terminate the agreement by January 20, 2025, or the agreement will extend for another year.

Since the parties' discussions have ended and the City representatives have arrived at a final proposed agreement, which will still have to be approved by the Library Board of Trustees, it is appropriate for the Commission to provide notice now that the 1993 agreement is to be terminated with a deadline to do so just nine weeks away. As mentioned, the next item on the agenda tonight will be consideration of the agreement that was proposed by the City team to the Library.

Pursuant to Item #8 of the Agreement between the City of Great Falls and the Great Falls Public Library Trustees, Commissioner Tryon moved, seconded by Commissioner McKenney, that the City Commission direct the City Manager to give formal written notification to the Great Falls Library Trustees that the Agreement dated April 20, 1993 will be terminated effective June 30, 2025.

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

Aaron Weissman, City resident, commented that he had the honor of serving as the vice-chair of the Public Safety Advisory Committee (PSAC) that the Commission convened this summer. He commented it is the wrong decision to take money from the Library for the ostensible reason to fund public safety needs. Public safety is a real unmet need. The Prosecutors' Office and the Court need a few clerks in order to operate with some efficiency. The Fire Department is underfunded to the point Great Falls needs two new fire stations and enough firemen to staff them. The Police Department is operating out of what was an old warehouse and only has enough staff to have a few officers on the street for some shifts. None of this is okay. He opined the money that would be taken from the Library today would not be enough to make a dent in the City's need for more firefighters, police officers, or equipment, but it will result in decreasing popular programming at the Library.

He encouraged the Commission to review the minutes of the PSAC proceedings regarding their discussion about Library funding, to use the \$350,000 that was already returned to fund the clerks needed by the Courts and the Prosecutors' Office, to start charging developers for the increased Fire

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Department needs whenever City boundaries are expanded, and to vote “no” to rescind the 1993 Library agreement and against taking any additional funds from the Library.

Sara Buley, City resident, inquired why a public safety levy was not put out many years before when all the problems began instead of now when it is in a horrific situation. She thinks taking funds from the Library is a wrong idea.

Erin Merchant, City resident, commented that she and her husband own several small businesses in Great Falls and multiple properties. They love this community, which is why they supported both recent levies for the Library and Public Safety. These decisions impacted their finances, but found them worth every penny because they believe in fostering a community where their children, friends, and neighbors have access to essential services.

She suggested that this decision is neither creative nor constructive, but punitive. It is a targeted response because a levy vote did not go the way the City hoped. That is not leadership. This choice demonstrates a profound lack of accountability for how the Commission’s actions today will ripple through the future. The precedent the Commission will be setting by pulling these mills is a dangerous one. It diminishes the trust the voters have in the Commission. It jeopardizes the success of future levies, and it undermines the very foundation of democracy, a system built on respecting the will of the people.

Brianne Laurin, City resident and Executive Director of the Great Falls Public Library Foundation, expressed deep disappointment and sincere sadness regarding tonight's vote to reduce the Library's funding from 7 mills to 3.5 mills over the next four fiscal years. Library supporters are your neighbors, your families, and your students, seniors, veterans, and business owners who made their voices heard at the ballot box in June of 2023. When 52% of Great Falls voters approved additional Library funding, they demonstrated that the Library is a public priority. Libraries are fundamental infrastructure for an educated, informed, and economically vibrant community.

The decision tonight undermines the clear mandate from the community who voted to increase the Library funding through a 15-mill levy. The voters approved enhanced Library services, not replacement funding. By reducing the existing agreement by over \$420,000 annually, the Library will face certain cuts to staffing hours that were just expanded and essential community programs. From a fundraising perspective, this creates significant challenges. Donors give to enhance and grow Library services, not to backfill basic operational funding.

When government support diminishes, it becomes increasingly difficult to inspire philanthropic giving. Donors question why they should contribute when their tax dollars specifically allocated for Library services through their votes are being redirected elsewhere. The Foundation exists to supplement and enhance Library services, not to replace the core funding. This reduction in City support will inevitably impact the Foundation’s ability to raise funds for innovative programs, special events, and capital improvements that the community deserves.

Public safety, infrastructure, and responsive government are indeed crucial priorities, and the Library actively supports all three. The Library provides safe spaces for youth after school, access to technology and information that drives economic opportunity, and transparent services that respond directly to community needs.

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Ms. Laurin urged the Commission to honor the spirit of the community's vote and maintain the Library's foundational funding of 7 mills by agreement. If that is not possible today, she urged the Commission to approve the renegotiation at 3.5 mills and not to terminate the agreement in whole.

Shirley Schermele, City resident, commented she is a retired teacher. She comes before the Commission with a heavy heart and a deep sense of disappointment for the community and the generations that will come after her. As a teacher, she knows the value of knowledge and access. The Library is not just a building filled with books. It is a cornerstone of the community. It is a place where children discover the joy of reading, where students find the resources they need to succeed, and where adults, young and old, learn, grow, and connect. To gut the Library's funding after voters just approved a levy is not only disheartening, but a betrayal of public trust and sets a dangerous precedent.

Ms. Schermele concluded that this decision would have its consequences. The Commission is not just trimming a budget, but eliminating opportunities and dreams and the future of Great Falls. She urged the Commission to reconsider, and to listen to the voters who have placed their faith in the Commission to uphold their decisions.

Charlie Parker, City resident, commented that libraries have long been bastions of education and free thought. They stand as a testament to human knowledge and as a monument to the apolitical human achievement of holding several differing ideas in one place safely and respectfully. Although he can somewhat understand the Commission's decision of cutting part of the funding for public safety, he urged the Commission to hold the Library in their hearts because, not only does it provide education for numerous people, it is a safe place for people to warm up and access the internet to apply for jobs that they wouldn't otherwise be able to apply for.

Carrie Parker, City resident, agrees with Aaron Weissman that this is a false choice. They should not have to choose between the Library and public safety. As an educator, as someone who works with people experiencing poverty and homelessness, and perhaps most especially as a mom, she knows firsthand what happens when children are exposed to books, especially at an early age. She also knows what happens when they are not. Kids who read more are smarter. They have greater reading comprehension, verbal fluency, and general knowledge. Minimizing support to the Library does not bode well for test scores down the road, and she wants kids in Great Falls to have all of the advantages of kids in other places. At a time when national measurements of IQ are showing dismal results, when kids grow up with their noses buried in a device, when TikTok replaces Dr. Seuss, money should not be taken away from the Library.

As someone who works closely also with the downtown population, those experiencing poverty, and those who are unhoused, she cannot emphasize enough how important the Library is. It provides access to computers so folks can get jobs, connects people to services, and is a component of the continuum of care.

Tony Rosales, Chair of the Cascade County Libertarian Party, commented that the party stands in support of terminating this agreement. He was also a member of the PSAC that discussed this issue. He came out of that with a much different perspective or point of view than Aaron Weissman. As a Libertarian, one of their more common adages is that taxation is theft, and that is true here today. He also thinks the community conversation of public safety versus the Library is a false one.

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Ultimately, the community is trying to debate the use of extorted money. It is not the Commission's money, it is not the Library's money, and it is not public safety money. It is the people's money. The Commission should respect that. Currently, property taxes in Montana are a substantial issue, and that is something that needs to be addressed at the state and local levels.

Mr. Rosales is in support of terminating this agreement and giving that money back to the people to decide on an individual basis where they want to spend their money – Library, public safety, or to cover their property tax bills.

Talan Harrington, City resident, commented that this topic would not be before the Commission for discussion if the public safety levy had passed. He suggested a smaller public safety levy that the public would consider voting for. If the Commission takes the 3.5 mills from the Library, he commented that he would not vote for any other levies and it does not matter what it is for.

Matt Pipinich, City resident, expressed appreciation to Mayor Reeves for taking the agreement back to the drawing board. He appreciates that, when new information is presented, it is good to go back and take a second look. He echoed the comments of Aaron Weissman, Erin Schermele and Carrie Parker. The Library has been a great resource to him as a citizen and as a business owner. He does not think the City can afford to lose trust and resources in this community when the community has so little as it is right now.

Helena Lovick, City resident, appreciated the comments in favor of the Library and against terminating the 1993 agreement. She commented that the Library is not just costing the taxpayers, it is saving them money and giving people opportunities, regardless of their backgrounds. She urged the Commission to support the Library and not terminate the 1993 agreement.

Michael Yegerlehner, City resident, commented that the Library is a public institution and the Commission is about to gut his institution. For a lot of people, the Library is critical. To him, this feels underhanded and is frustrating.

Jeni Dodd, City resident, commented that she was also a member of the PSAC. She is asking the Commission to terminate the 1993 agreement with the Library. The Library should get no mills from the City's general fund. It is a slap to the face of taxpayers that the City negotiating team entered back into negotiations after the Library rejected the City's last, best, final offer. The Library Director now claims that the 2023 levy ask amount was based in part on those 7 mills remaining in place. The 1993 agreement for the 7 mills was never guaranteed in perpetuity, but the Library based their 2023 levy ask on that assumption. Ms. Dodd opined that it was idiotic to structure a levy based on an agreement that could be canceled annually by either party. Further, the 7-mill agreement was not in the ballot language, it was not in the ordinance for changing the City Charter, and it was not in the resolution for the levy. Most voters did not know that the 7 mills by agreement existed.

The Commission took a second look to perhaps allocate the 7 mills to public safety needs. Public safety, unlike the Library, benefits everyone in Great Falls and, unlike the Library, is a necessary function of government to the people. The 2023 levy alone more than doubled the Library's pre-levy budget from 2 voted on mills to up to 17 mills. The Library is also getting hundreds of thousands of dollars more than the levy ask because of the increased value of a mill.

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Ms. Dodd concluded that the Commission and City officials acted irresponsibly when they did not prioritize the public safety levy over the Library levy to begin with and put it on the ballot first. It is simply unconscionable to her that this City would place the Library, which is a non-necessity, above basic human needs of safety and security. She urged the Commission to eliminate the 1993 agreement and to not offer the Library any general fund money.

Andrew Wright, City resident, commented what brought us here is the process of the City kicking the can down the road. The City cannot have a tradeoff between public safety and the Library. The amount of the mills from the Library are negligible when it comes to public safety. To terminate this agreement is wrong.

Colleen Stewart, City resident, commented that less than 12% of the voters in Great Falls voted for the Library levy, and it was the only thing that was voted on. She believes it was planned for June of 2023, because that is the time of the lowest voter turnout. She agrees with terminating the 1993 agreement. She concluded that this is not about losing our Library.

Kathie Hansen, County resident, agreed with prior speakers to terminate the 1993 agreement. She does not believe the Commission should have agreed to put the Library levy on the ballot before the public safety levy. She wants a Library that is designed for education of people who are going there to learn, to look at factual material that will help them to learn, grow and prosper, not just people who have decided that it is a good place to go to keep warm or to not have to follow the rest of society's rules. She urged the Commission to terminate the 1993 agreement, and to allow the money to go back to the public to decide how they want to take care of the community.

Millie Whalen, County resident and owner of Cassiopeia Books in Great Falls, commented that she has been incredibly proud to work with the Library on book and author events. Libraries are important, critical institutions to the life of a city. They are places where people go to read, learn, think, and to grow. She urged the Commission to not terminate the 1993 agreement. The City knew in advance that its annual contributions were part of the Library's mill levy calculations. Elections used to matter and have consequences. She urged the Commission to respect the voters' decision. The Library won the mill levy, and it used the money in the way it said it would. She suggested talking with the neighborhood councils and public to figure out why the public safety levy failed, and what can be done to come up with more money for public safety. If the Commission wants to restore trust in the community, she suggested leaving the Library with the money that it has, accept their offer to take 2.5 mills back, and make a real commitment to the taxpayers about where the money is going to be spent.

Gerry Jennings, City resident, questioned where is the justice when the Commission is trying to take a Library away from a City. People enter the Library with the idea that they can utilize the free services of the Library. She referred to demeaning comments made against the Library Director and Board and noted that is not the way to treat people. They have done a marvelous job of providing City services to the City of Great Falls. She would not have come to Great Falls 50 years ago if she heard that the Library was under this kind of indictment, because there are plenty of communities in the United States that support their public library and their schools. She urged the Commission to not terminate the 1993 agreement.

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Jason Olthoff, City resident, commented that the 1993 agreement was not anything that was voted on. He did not hear about the 7 mills until last year. During the Library levy all that was talked about was the 2 mills, adding the 15 mills, and returning the \$350,000. His kids were homeschooled and his wife took their kids to the Library often and still uses it today. This is not about closing down the Library or shutting down anything. It is dealing with an agreement that has a 90-day termination notice. He is in support of the Commission terminating the 1993 agreement, and then dealing with Item 12.

Jane Weber, City resident, commented that when the levy was presented by the Library Board, the mills from the 1993 agreement were clearly stated and not hidden. She also commented that the comments are false about the timing of the election being a time when there was low voting. The timing of this levy for the Library was intentional, not because there would be low voter turnout, but because it was essential to have a continuous flow of funding to keep the Library services going. She encouraged the Commission to not terminate the 1993 agreement.

Kim McKeehan, City resident, commented she is a member of the Little Shell Tribe of Chippewa Indians. She expressed gratitude for the work that Director McIntyre has done, and to Mayor Reeves for bringing this all back together. The indigenous people that are going to the Library, need that Library. Great Falls needs places where kids can go and feel like they have somebody to talk to and somebody that believes in them and to have access to some kind of resources.

Pat Ruf, City resident, commented that the squeaky wheel gets the grease. The Commission has been greasing this same wheel every meeting he has been to for the last two years, while the rest of the machine is breaking down. Public safety is a dire issue in this town. He suggested the Commission vote yes to get rid of all 7 mills for the Library and put it toward public safety where it belongs.

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

Commissioner Tryon thanked Commissioners McKenney and Wolff for their work on the discussions with the Library Board over the last several months. The 1993 agreement was well past time to be looked at, reviewed and to be updated. There were several things beyond the 7-mill funding that needed to be updated and improved in that agreement. The 7-mill funding in that agreement 31 years ago was approved only by the City Commission in the consent agenda, and was not voted on mills. That agreement did not get the scrutiny or the public vetting that is going on now and that has been going on for several months. The voted on mills included the 2 mills in the City Charter and the more recently approved 15-mill levy. He will be voting to cancel this agreement and then move on to the next step.

Commissioner Wolff commented that she would be voting to cancel this agreement only because of what the Commission will be discussing during the next agenda item. She thanked everyone that participated in the discussions. She wanted to review and renew an agreement for the Library into the 21st Century. Things have changed a lot since 1993.

Commissioner McKenney noted he would be voting in favor of terminating this agreement, and would save his remarks for the next item.

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Commissioner Wilson inquired why this item was placed on the agenda before Item 12. She will be voting no because she would rather terminate an agreement after some sort of agreement has been made.

In response to Mayor Reeves, City Clerk Lisa Kunz restated the motion on the floor, as follows:

Pursuant to Item #8 of the Agreement between the City of Great Falls and the Great Falls Public Library Trustees, Commissioner Tryon moved, seconded by Commissioner McKenney, to direct the City Manager to give formal written notification to the Great Falls Library Trustees that the Agreement dated April 20, 1993 will be terminated effective June 30, 2025.

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

Motion carried 4-1 (Commissioner Wilson dissenting).

12. 2024 MANAGEMENT AGREEMENT BETWEEN THE CITY OF GREAT FALLS AND THE BOARD OF TRUSTEES OF THE GREAT FALLS PUBLIC LIBRARY FOR SERVICES AND FINANCIAL SUPPORT THROUGH JUNE 30, 2029.

Commissioner McKenney reported that since 1993 the Library has contracted with the City to provide personnel, human resources, accounting, and other services to the Library, pursuant to a one-year agreement, which was automatically extended every year for 31 years. The can kept being kicked down the road. The City agreed to contribute from its general fund an amount equivalent to 7 mills. This funding is in addition to the 2 mills that the Library has historically received pursuant to the City Charter, which is separately assessed on behalf of the Library.

On June 6, 2023, Great Falls voters approved a City Charter Amendment to increase the amount of funding from 2 mills to up to 17 mills. This funding is separately assessed to property owners to fund Library services, and is wholly independent of the funds provided by the City under the 1993 Agreement.

At the meeting on February 20, 2024, the Commission agreed by consensus to explore with the Library Trustees, a discussion of the 1993 Agreement, which is outdated and in need of review. City representatives involved in the discussion consisted of City Commissioners Joe McKenney and Susan Wolff. City Attorney David Dennis and City Manager Greg Doyon provided administrative support. The Great Falls Public Library retained Bill Bronson as Legal Counsel. Whitney Olsen, Chair of the Trustees and appointed County representative, Anne Bulger, Trustee and City appointee, and Library Director Susie McIntyre participated on behalf of the Library.

The highlights of the proposed agreement include:

- Funding – 7 mills for Fiscal Year 2025, and 3½ mills for Fiscal Years 2026, 2027, 2028 and 2029.
- Term - Unlike the rolling one-year term of the 1993 agreement, the term of the new Agreement shall begin on the date it is approved by the Great Falls City Commission and

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terminates on June 30, 2029. The Agreement may be extended by the will of a future City Commission and future Board of Directors of the Library, for successive one-year renewal terms.

- Chain of Command – The City Commission appoints the Library Board members and sets the budget. The Library Board sets Library policy, and hires and oversees the Library Director.

Commissioner Wolff added that there were a lot of difficult discussions as they went through this agreement. She clarified that, even though this is a five-year agreement, future Commissions and future Library Board could ask to have this agreement reviewed at any time.

Mayor Reeves asked if the Commissioners had any questions of Commissioners McKenney or Wolff.

Commissioner Tryon requested clarification about whether the City Commission or Library Board had the option to renew yearly, or at any time.

Commissioner McKenney responded that if a majority of the members of the City Commission and Library Board agreed, the agreement could be renegotiated at any time.

City Attorney David Dennis clarified that, because the agreement has not been approved yet by the Library Board, paragraph 7 of the proposed agreement will be amended to read that the term of the agreement shall begin on the date it is approved by all parties and will end on June 30, 2029.

There being no further discussion, Mayor Reeves asked the will of the Commission.

Commissioner McKenney moved, seconded by Commissioner Wolff, that the City Commission approve the 2024 Management Agreement between the City of Great Falls and the Board of Trustees of the Great Falls Public Library for services and financial support through June 30, 2029.

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

Talan Harrington, City resident, suggested the motion be amended to provide 7 mills to the Library for the five-year term.

Jeni Dodd, City resident, commented that those 7 mills were not voted on mills. She referred to an article in *The Electric* quoting Library Director McIntyre that, “the reduction of mills in the proposed management agreement represents about half of the Library levy dollars.” Ms. Dodd commented that was incorrect and meant to confuse the public. The proposed agreement would reduce the mills from the general fund to the Library and has nothing to do with the Library levy voted on mills. Ms. Dodd commented that most of the voters did not know about the 7 mills by agreement. She suggested the Commission proceed with caution and not reward the Library with continued general fund mills. It would also be an act of total irresponsibility at this point for current Commissioners to approve an agreement that would tie the hands of a future seated Commission for the next four years when the original agreement was subject to non-renewal each year by the

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Commission. She also opined that the public was not made aware of the negotiating meetings between the City and the Library in violation of Montana's open meeting laws. She will be pursuing that matter, as well as where in the Montana Code Annotated does it allow an agreement between a City and public Library for funding that isn't voted on by the people.

Ms. Dodd asked the Commission to reject this agreement and to refuse to fund the Library with any mills from the City's general fund. She further called for the resignation of the Library Director for incompetence and spreading misinformation.

Susie McIntyre, Library Director, clarified that the Library was funded by the City before the levy. She believes that the community understood that the Library had existing funding and was asking for additional funding. When the levy was put in front of the community, there was no place on the ballot to list existing funding. The ballot language was created by the City Attorney's Office. The existing Library funding was provided in every presentation to the community. For fiscal year 2026, she estimates that the 15 mills will bring in approximately \$1.8 million dollars. She concluded that, basically, the taxpayers are paying about \$1.8 million dollars more. About \$1.1 million will come to the Library and about \$700,000 will be reallocated to other priorities. The Library entered into negotiations in good faith and she hopes that the Commission approves the agreement because she thinks it is the best one that they can agree on.

Millie Whalen, County resident, inquired and received clarification that it would take a majority of both the City Commission and Library Board to re-open negotiations.

Jane Weber, City resident, agreed with Commissioner Wilson's comments that right now, all 7 mills are gone until an action is taken on this item. After the five years are up, she foresees that this body will not renew the agreement and the 3.5 mills will go away. She agreed with a prior speaker to restore the 7 mills for five years to allow the Library more time to figure out how they want to make that adjustment, as it will be a hardship for the Library.

Kathie Hansen, County resident, commented that she was under the impression that the Library and the City-County Health Department had become independent of the City and County Commissions and rule themselves. If they rule themselves, the tax dollars pay for both of those operations. She thinks the residents should be able to have a better idea and ability of how their tax dollars are spent.

City Attorney David Dennis clarified that it is not true that the 7 mills are gone today. The motion in Item 11 authorized the City Manager to notify the Library that the City intends to terminate the 1993 agreement effective June 30, 2025. In essence, it puts the City and the Library Trustees in a situation where they have an agreement that is ending. It essentially eliminates the automatic renewal provision by giving notice of termination today. It does not diminish any funds being provided to the Library between now and the end of the fiscal year.

Tony Rosales, Chair of the Cascade County Libertarian Party, commented that this is the people's money. Give it back.

Written comments in support of the 2024 Management Agreement were received from: **Grayce Holzheimer, Marilyn Schnider and Una Koontz** expressed appreciation to the Commission for

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going back to the drawing board to negotiate a compromise and is in favor of the reduction to 3.5 mills. **Richard Liebert**, County resident, believes a compromise is feasible moving forward, but urged the Commission to insist state legislators fix the radical rise in property taxes, which crippled the public safety levy with “sticker shock.”

Written comments in opposition to the 2024 Management Agreement were received from: **Neighborhood Council 7**, expressed concerns about funding changes for the Library, noting the 7 mill agreement of 1993 has funded the Library and its programs and outreach for over 30 years; **Jeni Dodd**, City resident, expressed opposition to the negotiations that occurred after the City’s last, best and final offer that would have eliminated the 7 mills by agreement general fund subsidy after two years; **Brian Cayko**, City resident, urged the Commission to stop negotiating with the Library. Because of higher property valuations, there was a significant increase in the value of a mill and the Library has realized hundreds of thousands more in revenue from the 2023 levy than it requested it needed from the levy. He urged the Commission to put those 7 mills towards public safety needs; **Donna Williams**, City resident, urged the Commission to restore all 7 mills to the Library and leave the contract the way it was; **Jan Wenaas**, County resident, requested that the Commission consider no funding be allocated to the Library and that the funds be redirected to the City general fund to support public safety; **Ed Tice**, requested the Commission drop the 7 mills for the Library, and to do the right thing and fund public safety; **Gordon Whirry**, City resident, expressed opposition to any attempt to divert public funds committed to the Library for other uses; **Ginny Rigliano**, urged the Commission to redirect the 7 mills from the 1993 Agreement to funding public safety; and **Liz Ambrose**, urged the Commission to continue to work on reallocating the extra mills the Library receives above the ones that were voted on.

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

Commissioner Tryon commented that he appreciates the efforts of everyone involved, and understands and respects that there are differing views on how this should be handled. He does not respect and appreciate the level of acrimony and nasty political rhetoric this issue has devolved into over the past six months. Someone organized an email bombing effort with a group called actionnetwork.org, a far left progressive activist organization. Most of the form emails said the same thing. However, some of the comments directed to him for even suggesting that the 1993 agreement and 7 mills therein be discussed, included calling him a racist, a slimy politician, the old standby, and a fascist. He was told by the Library Director in an email or a statement put out by the Library Board that the City Commission was engaged in a bait and switch. Someone also made a bunch of stickers that were handed out to the public that said, “Don’t rob our readers, hands off the GFPL.” The middle of the sticker depicted what was apparently the City Commission running away with bags of money.

He reminded everyone that the 7 mills in the 1993 agreement does not belong to the Library. He heard it again tonight that the Commission is stealing from the Library. That money belongs to the people. It is taxpayers’ money. To depict and characterize City Commissioners as thieves and robbers, as well as accusing the Commission of engaging in a con game and a bait and switch is beyond the pale.

The Police and Fire Departments asked for a little more than \$950,000 in fiscal year 2025, and were denied because the City does not have capacity in the general fund. After looking at that and into

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the City's future public safety needs, he cannot in good conscience support Library expansion over public safety. The limited resources in the City's general fund is for public safety – police, fire and courts. He cannot justify voting for this agreement which uses those resources to subsidize Library expansion projects, instead of for priority public safety needs. Especially since the Library is now receiving up to 15 mills of additional operational funding on top of the 2 mill in the Charter. This agreement that the Commission is voting on leaves 3.5 mills of general fund money in place for four additional years to subsidize those Library expansion projects and added Library salaries.

The September 2023 Library payroll before the levy passed was \$829,000. The Library pay rate report for September 2024, after the levy passed, is \$1,426,231. Before the levy passed, there were 17 employees. After the levy passed, there are 34 employees. Three of those are unfilled positions. Some of those salaries include about a \$5,000 a year raise for the Library Director. There are two added Library safety specialist positions at \$46,000 each per year. He is not going to be voting to approve this agreement because he thinks that the Commission has much greater needs for the general fund resources than to fund Library expansion projects.

Mayor Reeves commented that he is glad this topic is coming to an end. He will be supporting the agreement. When he first got engaged in this matter, he was in favor of removing all 7 mills. After some robust conversations, he wanted to find a compromise. The 3.5 mills does not make either side happy, but it is a compromise. It is a middle ground for now.

Commissioner McKenney commented he is hopeful this item can be put behind the Commission this evening. If they come to an agreement, it is peace of mind. Of course he supports the Library or he would not have voted to put the Library levy out to a vote. A Library is an asset to the community. But, it is a balancing act for the Commission. When the City Commission is considering budget or policy changes to City services, they listen to concerns and they engage with the departments, the City Manager and the public. They consider the needs of the community, and then the Commission members do what they were elected to do. Make decisions.

The Library Board is appointed by the City Commission. He expects the appointed representatives to have a broad perspective of, not only the needs of the Library, but also other City services. The City Commission representatives had thoughtful discussions with the Library Board representatives. The City Commission has a new proposed written agreement to consider and vote on. The City Commission members have five very different ideas on what this agreement should look like.

Before the levy, the Library was allocated 9 mills. If the new agreement passes, the Library will be allocated 20½ mills. Three main points of the new agreement is that it clarifies administrative duties, it has a termination date, and it makes a reduced funding adjustment. At the same time, it allows for increased Library services and a successful, vibrant Library. He will support this agreement as proposed.

Commissioner Wilson expressed appreciation for the hard work that everybody put into this arduous process. She was in the audience as a private citizen last year when the funding scheme for the Library was worked out. She understood that the \$350,000 allocation was going to be given back to the City, the Library would keep the 7 mills, and the up to 17 mills question would be put out to the voters. It was clear in the media that the 7 mills by agreement was to be kept to be able to fund the Library under their funding scheme that they were promising the voters. To take away anything

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is not respecting the will of the voters. She questioned how the voters could trust the Commission again with another levy vote. Everyone knows that Fire Rescue, Police Department, the Court and the Legal Department are in dire straits. The Commission fails to get everybody to understand that when you live in a village, you support it. It is expensive to run. The voters soundly defeated the public safety levy and bond issue. If you do not want to support the village and you want to move out into the county, it may be cheaper but when you call for help, an EMT out in the county may or may not show up. But here in Great Falls, you will always have somebody show up. This information does relate to the question at hand. Taking away 3½ mills is about 14% of the Library's budget. The Library realized the crunch in the City and offered back 2½ mills. The difference may fund only one additional position in one of those departments. That is it. Commissioner Wilson opined that the Library will probably lose two or three positions, and will close on Sundays again, too. Library safety personnel have reduced the Police Department costs to the City. She concluded that she would vote for this agreement because they need to have money for the Library, or lose the Library as they know it.

Commissioner Wolff commented that she appreciated the very difficult conversations that were had. As a lifelong learner and educator, the removal of the 7 mills of funding from the management agreement with the Library was and still is an anathema to her for an educated and informed citizenry. The recommendation flew in the face of a well-planned and successful levy election campaign. As someone who has had to make difficult fiscal decisions during her long career, she knew that a compromise was the only way to ensure some level of funding would remain in the management agreement. Her fear was that they would lose all seven mills. The opportunity to continue with the 3.5 mills she felt was the best thing they would have. She also saw the need for updating the management agreement to better reflect a Library of today and tomorrow. With retaining 3.5 mills over the next four years rather than ending in two years as it was originally proposed, she has confidence in the Library Director, the Board and the staff that they will take the necessary time to make best use of those funds in addition to the voted dollars.

As a citizen who works hard for our community as a whole, she knows there are many entities in our city and our county that are facing funding challenges. It is not just the city. Out of these difficult fiscal times, slowing down to seek input is crucial, as is looking ahead to accomplish our desired goals. Retaining this level of funding for the next four years has been what she could see was a best-case scenario.

The Commission has been asked several times how these funds will be used. She will be recommending to the City Manager and fellow Commissioners that this money be used to support our Court and Legal Departments. In the future when they have to go out for another request, it will be for Police and Fire alone.

In response to Mayor Reeves, City Clerk Lisa Kunz restated the motion on the floor, as follows:

Commissioner McKenney moved, seconded by Commissioner Wolff, to approve the 2024 Management Agreement between the City of Great Falls and the Board of Trustees of the Great Falls Public Library for services and financial support through June 30, 2029.

Mayor Reeves called for the vote.

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Motion carried 4-1 (Commissioner Tryon dissenting).

ORDINANCES / RESOLUTIONS

CITY COMMISSION

13. COMMISSION INITIATIVES.

None.

14. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Reeves, to adjourn the regular meeting of November 19, 2024, at 9:32 p.m.**

Motion carried 5-0.

Mayor Reeves

City Clerk Lisa Kunz

Minutes Approved: December 3, 2024



Commission Meeting Date: Dec 3rd, 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	11/07/2024 - 11/20/2024	4,260,510.36
MISCELLANEOUS ACCOUNTS PAYABLE WIRES	11/07/2024 - 11/20/2024	851,304.66
	SUB TOTAL: \$	<u>5,111,815.02</u>
MUNICIPAL COURT CHECKS	11/07/2024 - 11/20/2024	7,319.80
	GRAND TOTAL: \$	<u>5,119,134.82</u>

GENERAL FUND

SPECIAL REVENUE FUNDS

COVID RECOVERY

WADSWORTH BUILDERS COMPANY INC CIVIC CENTER PARTIAL HVAC RENO PMT 15 60,594.53

PLANNING & COMMUNITY DEVELOPMENT

ROADWAY ASSET SERVICES LLC ROAD & ADA CONDITION INDEX PMT1 121,520.00

GAS TAX

UNITED MATERIALS E FIESTA STREET RECON/PMT3 75,710.25

FEDERAL BLOCK GRANTS

UNITED MATERIALS CDBG SIDEWALK CARTER PARK/PMT1 410,152.05

SMITH RIVER CONSTRUCTION LLC SPLASHPAD INSTALLATION 142029.36

DEBT SERVICE FUNDS

CAPITAL PROJECT FUNDS

ENTERPRISE FUNDS

WATER

DN TANKS LLC 33RD ST H2O STORAGE TANK REHAB/PMT3 267,017.34

CAPCON LLC	SW SIDE WMR PH 4 / PMT 3	460,144.33
SLETTEN CONSTRUCTION COMPANY	PROF ENG SERV WTP SOLIDS MIT/PMT19 (SPLIT AMONG FUNDS)	141,362.58
SEWER		
VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	318,489.18
SLETTEN CONSTRUCTION COMPANY	PROF ENG SERV WTP SOLIDS MIT/PMT19 (SPLIT AMONG FUNDS)	141,362.57
STORM DRAIN		
GREAT WEST ENGINEERING INC	5TH ST DRAIN & 10TH AVE CROSSING/PMT3	26,124.70
INTERNAL SERVICE FUNDS		
<hr/>		
CENTRAL GARAGE		
72 HOUR LLC	2024 1 TON 4X4 CAB/CHASSIS PICK UP #315	54,834.06
72 HOUR LLC	2024 1 TON 4X4 REG CAB PICK UP #321	52,764.48
72 HOUR LLC	2024 3/4 TON 4X4 EXT CAB PICK UP #320	53,015.40
HEALTH & BENEFITS		
HEALTH CARE SERVICE CORPORATION	BCBS HEALTH INSURANCE	1,101,711.55
METROPOLITAN LIFE INSURANCE CO	METLIFE DENTAL AND VISION	47,332.06
US BANK NATIONAL ASSOC	WELLNESS PROGRAM FY25 GIFT CARDS	75,406.95
TRUST AND AGENCY FUNDS		
<hr/>		
PAYROLL CLEARING		
STATE TREASURER	MONTANA TAXES	40,988.00
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	59,475.73
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	75,897.75
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	153,564.12
US BANK	FEDERAL TAXES, FICA & MEDICARE	237,307.42
UTILITY BILLS		
<hr/>		
ENERGY KEEPERS	ENERGY SALES OCTOBER 2024	156,153.20
CLAIMS OVER \$25,000 TOTAL:		\$ <u>4,272,957.61</u>

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

DATE: December 3, 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

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Public Works – Engineering	Big Sky Select, Milwaukee Station, LLC.	Perpetual	N/A	Water and Sanitary Sewer Main Utility Easement across Tract 1 and Tract 2 of COS 3607, located in the NE¼ of Section 11, T20N, R3E, P.M.M.

CITY OF GREAT FALLS, MONTANA

COMMUNICATION TO THE CITY COMMISSION

DATE: December 3, 2024

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

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Grants through the Consent Agenda

MAYOR’S SIGNATURE: _____

GRANTS

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	GRANT AMOUNT REQUESTED	MATCH	PURPOSE
A	Great Falls Police Department	US Department of Justice, Bureau of Justice Assistance	10/01/2024- 09/30/2027	\$34,643 60/40 split with Cascade County Sheriff’s Office	N/A	Ratification of the Edward Byrne Memorial Justice Assistance Grant (JAG) Opportunity No. O-BJA-2024-172239, Application Case ID: A-502325, Grant Package 14276371 for the purchase of equipment to create a multi-media meeting room (GFPD) and the purchase of sonar and anchoring equipment for their search and rescue vessel, tracer hardware to provide a radio patch with the Incident Command Vehicle and ballistic shields (CCSO)



Commission Meeting Date: December 3, 2024
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Construction Contract: Great Falls Public Library Renovation Entry Vestibule’s Exterior and Interior Doors OF 1762.6

From: Great Falls Public Library

Initiated By: Great Falls Public Library

Presented By: Susie McIntyre, Library Director

Action Requested: Reject all bids

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (reject/not reject) all bids received for the Great Falls Public Library Renovation Entry Vestibule’s Exterior and Interior Doors project.”

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

Staff Recommendation: Reject all bids.

Summary: Great Falls Public Library received an ARPA contract from Cascade County to replace the front doors. The ARPA contract was for \$20,000. The original thought was to replace the front doors as a stand-alone project. Great Falls Public Library is now working on plans to completely remodel the Library. Once the funds were raised to create a full remodel design, we decided to wait on the front door project in order to make sure that any work on the doors now would be well spent. We did not want to waste taxpayer dollars by making a fix now and then redoing the doors in the near future.

Once Cushing Terrell was far enough along on their remodel design, the door project was put out to bid. Unfortunately, the low bid was over \$68,000. Since the ARPA awarded contract was \$20,000 for the project, the Great Falls Public Library will not be able to move forward with the project at this time and will not be able to meet the December 31st deadline for the funds to be encumbered. Realistically, the Great Falls Public Library is unable to re-scope and re-bid the project, and recommend award in the next six weeks. Staff has informed the Cascade County Commission and the County Commission will attempt to reallocate the funds to another project.

Fiscal Impact: The Library has only budgeted the ARPA \$20,000 granted funds for the door replacement. The Library does not have the additional \$48,250 to pay for this project. The door issues will be addressed during the larger remodel once more funds are raised.

Concurrences: Cushing Terrell (architectural firm awarded the Library Remodel Design Project) and Cascade County Commissioner Briggs

Attachments/Exhibits:
Bid tabulation summary



Commission Meeting Date: December 3, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Aspen Village Apartments (Multifamily) Affordable Housing Proposal
Public Hearing

From: Aspen Village Housing Partners, LP, and Bjornson Jones Mungas PLLC

Initiated By: Kassy J. Buss, Bjornson Jones Mungas PLLC

Presented By: Kassy J. Buss, Bjornson Jones Mungas PLLC

Action Requested: Conduct Public Hearing

Public Hearing:

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

Suggested Motion:

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

Staff Recommendation: Staff recommends the City Commission conduct the public hearing on whether Aspen Village Apartments meets a community housing need. Bjornson Jones Mungas PLLC has arranged for publication of the notice of the public hearing before the City Commission in the Great Falls Tribune on 11/17/2024 and 12/01/2024.

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

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

Attachments/Exhibits: See attached project summary.



November 21, 2024

**RE: Aspen Village Apartments (Multifamily)
Great Falls, Montana**

To All Interested Persons:

Aspen Village Housing Partners, LP, a Montana limited partnership, in partnership with Foundation for Affordable Housing V, Inc., a nonprofit corporation specializing in the preservation and development of affordable housing, are soliciting public comment on community housing needs in relation to the following low-income rental housing complex located at the following address in Great Falls, Montana:

<u>Project Name</u>	<u>Address</u>	<u>Number of units</u>
Aspen Village Apartments	3010 11 th Avenue South Great Falls, MT 59405	60 (multifamily)

The units at the property are currently subject to deed and income restrictions, and the parties are planning to acquire and rehabilitate the 60 homes to better serve the project residents and to preserve the affordability of the project. They also intend to apply for the exemption from real property taxes available to qualifying low-income housing tax credit projects under Montana Code Annotated Section 15-6-221. As part of the statutory requirements for this exemption, there must be an opportunity to comment on whether this low-income rental housing project meets a community housing need. **No vote or action on behalf of the local agency is required in relation to this opportunity for public comment.** Please see attached summary and anticipated scope of rehabilitation work for additional project information.

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

Very Truly Yours,
BJORNSON JONES MUNGAS, PLLC

Kassy J. Buss
406-721-8896
kassy@bjornsonlaw.com

Attachment

Aspen Village Apartments, Great Falls, MT
Preserving 60 Homes for Low-Income Families

Background

Vitus was formed in 1993 to preserve quality affordable homes for low-income seniors, those with disabilities, and families. Now, 31 years later, 30,000 people live in Vitus homes in 30 states and over 130 communities <https://vitus.com/properties/>. With affordable housing investments of more than \$1.4 billion, Vitus now ranks as one of the largest 50 affordable housing owners in the nation according to *Affordable Housing Finance*.

The Vitus Business Model: Public/Private Partnerships to Preserve Affordable Housing

Vitus seeks to acquire, preserve, and extend the affordability of properties under the federal Section 8 Housing Assistance Payment or HAP program. It does this by purchasing properties with capital secured from lenders and investors, preserving and/or extending HAP contracts, and performing necessary rehabilitation of projects using the proceeds of tax-exempt multifamily housing bonds and federal four percent low-income housing tax credits. Bond and tax credit proceeds are also used to repay lenders and provide a return to investors. A portion of the return provided to investors provides a source of funding for acquiring additional projects. This allows Vitus to continue to invest in and preserve desperately needed affordable housing across the country. Vitus seeks to invest an additional \$525 million by the end of 2024 to preserve an additional 1,745 homes across the country.

Vitus' Montana Presence

Vitus decided to invest in Montana and Great Falls because of the state and city commitment to preserving affordable housing and their reputation for robust public/private partnerships. Vitus seeks to expand its presence into Montana and build a long-lasting regional expertise. A key factor for expansion is the ability to secure multi-family housing bonds and low-income housing tax credit investments on a timely basis, to ensure that the Vitus business model can be sustained to preserve affordable housing units in Montana and nationally.

Local Montana Partners

Vitus seeks to create lasting local partnerships wherever it operates. Vitus has partnered with Real Estate Management Services, LLC, headquartered in Kalispell, Montana as a beginning to this effort. REMS has 30+ years of property management experience in Montana, specializing in LIHTC layering, rural development and HUD insured and subsidized properties. Additionally, the proposed General Contractor, Frerich's Construction, seeks to hire local subcontractors and suppliers from the region. It is anticipated that 28 jobs will be created for the Aspen Village Apartments Project.

The Vitus Commitment to be a Quality and Responsive Property Owner

Quality homes are essential to individual, family, and community well-being. Vitus is committed to the highest standards of property management, exemplary customer service, and being a good neighbor. To achieve this commitment, Vitus has partnered with Real Estate Management Services, a management company with extensive Section 8 and LIHTC experience.

The Aspen Village Apartments Project: Preserving Quality Homes and Quality of Life for the Vulnerable

Vitus will acquire the 60-unit Aspen Village Apartments Project in April 2024. Due to deferred maintenance and normal "wear and tear", it was anticipated that substantial rehabilitation of the property would need to be completed within the next 3 years both to maintain standards and sustain the viability of the Vitus business model. Vitus will renew the project based rental assistance contract for 20 years upon its acquisition, subject to federal appropriations.

415 First Avenue North #19240 • Seattle, WA 98109

Aspen Village Apartments was constructed in 1977. As such, significant repairs are needed. Vitus has engaged Frerichs Construction to prepare rehabilitation cost estimates.

The scope of the rehabilitation will include improvements to the general site such as general site improvements to the exterior parking, walkways, lighting, and landscape. Building exterior upgrades will include evaluating the siding and windows for repairs, replacement of entry ways, and common area ADA accommodations. The interior renovation will include items such as upgrading the plumbing fixtures with low flow fixtures, replacing lighting fixtures with high efficiency lighting, and evaluating unit flooring, appliances, and cabinets for replacement. Safety improvements will be evaluated, including exterior lighting, locks, alarms, and other security features.

With these upgrades, the project will provide housing comparable to (or better than) the quality of other housing in the market area. The rehabilitation will be completed with minor disruption to the residents. These improvements will significantly enhance energy conservation, improve operating efficiency and, most importantly, enhance resident quality of life.

Now is the time to proceed with a rehabilitation of Aspen Village Apartments:

- Critical improvements are necessary to enhance tenant quality of life
- This may be a window of time during which bonding authority is more available
- The uncertainty of economic conditions may require Vitus to sell the property
- A new owner may not be in a position to undertake the rehabilitation in a timely manner, affecting the quality of homes for Aspen Village Apartments residents and community well-being

Requests of Montana Board of Housing

Vitus respectfully requests the following:

1. Support and advance an allocation of bonding authority.
2. Support Vitus' efforts to obtain a real estate tax abatement from the Montana Department of Revenue.

For additional information contact Gavin Taylor, Development Manager via email at gavin.taylor@vitus.com or over the phone at 253-886-2906.

CONTENTS:

Proposed Scope of Work for Current Rehab

- I. Site Work
- II. Community Building/Leasing Office
- III. Residential Buildings
- IV. Residential Unit Interiors
- V. Residential Unit Interiors – ADA Conversion

I. Site Work**1. Sidewalks:**

- a) Remove & replace/repair existing damaged concrete sidewalks. Replace damaged curbing and replace with like profile.
- b) Provide curb cuts and replace curbs as needed.
- c) Provide new sidewalks as shown on plans.
- d) Provide new accessible routes as shown on plans to conform to current standards.

2. Parking:

- a) Provide new concrete pads at new designated accessible parking spaces as shown on plans.
- b) Provide new ADA parking space signage and bumper stops at each ADA parking space.
- c) Restripe parking lots complete including ADA parking spaces.

3. Dumpsters Pads and Enclosures:

- a) Install Three (3) Concrete Pads and Approach Areas for Refuse Collection. Approach area must be a minimum of 18 feet in length.
- b) Provide Accessible pads and accessible path of travel at locations shown on plans. Path of travel must marked/identified (painted in yellow or white) on Dumpster Pad Surfaces
- c) Provide Three (3) new dumpster vinyl enclosures. Fencing to be consistent with appearance of the Residential Buildings and must screen the collection area. Fencing must be PVC or treated lumber and constructed for permanent use.
- d) Metal Bollards: Install Two (2) Painted Metal Pipe Bollards behind Dumpsters.

4. Playground:

- a) Install Two (2) new playground systems with mulch, borders, and accessible ramps at locations shown on plans. Playground systems must include (4) play stations/activities including (1) accessible piece of equipment.
- b) Install Two (2) New Benches, 1 per playground area. The bench must be anchored permanently to a new concrete pad located on an accessible route, made of weather resistant material, and have a back.

- 5. **Postal Facilities:** Provide New Covered Mail Center and Mailboxes (1 per unit). Provide ample lighting to function from dusk to dawn. Area must have a 60" min. turning radius. Mailbox units to comply w/MBOH Requirements. Mailboxes may not be installed higher than 48" above finishes floor and must be centered with a 48-inch clear floor space for a parallel approach.

6. Landscaping / Earthwork:

- a) Trim all existing overgrown trees to remain on site with a focus on trees located within 8-10 feet of buildings.
- b) Provide an allowance for new landscape planting. Planting Material must be native to the climate and area.
- c) Provide positive draining at all driveways, parking areas, ramps, walkways, and dumpster pads to prevent standing water.
- d) Re-grade as required around all buildings drain surface water away from foundation walls. The grade away from foundation walls must fall a minimum of 6 inches within the first 10 feet.
- e) Seed and straw as required for new landscape planting and regrading.

7. Lighting:

- a) Repair existing site lights and provide new LED bulbs.

8. **Site Railings:** Remove and Replace Existing Wood Railing with New Vinyl Railings throughout the property.

9. **Monument Sign:** Replace (2) existing monument signage with new at existing locations. Signage to be illuminated and have brick or stone columns.

10. **Security/Safety:** Provide new outdoor CCTV video surveillance through-out site and DVR recording system. Verify locations with owner on site.

11. Sanitary Sewer:

- a) Jet all existing sewer lines to remove debris. Provide additional video scope of areas as required and repair/replace any damaged sewer lines found in report.

II. Community Building/Leasing Office

A. Exterior

1. **Earthwork:** Lots to be graded to drain surface water away from foundation walls. The grade away from foundation walls must fall a minimum of 6 inches within the first 10 feet.

2. Roofing:

- a) Remove and replace all shingles, fascia and soffits, waterproofing, flashing and areas of damaged roof sheathing.
- b) Install new sheathing at damaged areas to match existing.
- c) Install new water proofing membrane, flashing, ice and water shields, aluminum drip edges, and blind metal flashing at valleys.
- d) Install new anti-fungal, architectural composition shingles with a minimum 30-year warranty.
- e) Provide and install new ridge vents.

3. Insulation:

- a) Remove all attic insulation and provide new blown insulation to achieve R-38.

4. Gutters/Downspouts:

- a) Provide new 5" seamless aluminum gutters and 3" downspouts. Downspouts to be installed as to not drain across pedestrian path of travel. All water from roof and gutter system must be piped away from buildings and discharged no less than 6 feet from building foundation. Install underground drain with pop up where required.
 - b) Provide new aluminum drip edges on all fascia boards including gable rakes. Drip edge must extend min. of 2" under the shingles.
5. **Hardie Board Siding:** Remove and replace all existing siding with new pre-finished Hardie board siding on new Tyvek house wrap on existing sheathing. Replace all existing fascia and soffits with new pre-finished Hardie board trim. All exterior penetrations must be installed in plastic J-boxes.
 6. **Sealants and Caulking:** Seal at all exterior doors, windows, plumbing, and electrical penetrations to prevent moisture and air leakage.
 7. **Windows:**
 - a) Remove and replace all existing window units with new insulated, double pane, vinyl windows meeting current North Carolina Model Energy Code. Provide new trim and flashing. Install a continuous bead of silicone caulk behind all nail fins before installing new vinyl windows per manufacturer's specifications.
 8. **Shutters:** Remove and replace existing shutters with new composite shutters in existing locations.
 9. **Storefront System:** Remove and replace existing entry storefront system with new in existing opening. Glass Sidelights to be tempered glass. Frame Finish: Black.
 10. **Rear Door:** Remove and replace existing rear entry door, hardware, and frame. Replace with new 6 panel hollow metal entry door with wooden frames, new door hardware (lever, eye viewers, deadbolt – Grade 3) and weather-stripping. All new doors to receive ADA compliant hardware and threshold.
 11. **Painting:** Prep and Paint All New Exterior Doors, and Window Trim.
 12. **Electrical:**
 - a) Provide disconnects as required
 - b) Remove abandoned wiring
 - c) Provide new LED light fixtures and bulbs at:
 - (1) Exterior Low Profile Wall Sconces
 13. **Plumbing:** Provide (2) new hose bibbs per building.
 14. **Signage:** Install new exterior and interior signage. Building signage must be well lit from dusk until dawn and meet ANSI A117.1 Section 703 Standards. Signage must use contrasting colors and large letters and numbers.

B. Interior – (Remodeling of the specific elements to include the following with an emphasis placed on accessibility improvements.)

1. **Light fixtures:** Remove and replace existing lighting fixtures with new LED fixtures
2. **Drywall:** Repair damaged drywall as required. Reconfigure walls per drawings. Provide moisture resistant drywall in all bathrooms and behind kitchen sink base.
3. **Paint:** Paint complete interior, repairing gypsum before paint. Wall/Trim Paint Finish: Semi-Gloss. Ceiling Paint Finish: Flat.

4. **Flooring:** Remove all existing flooring and prep for new. Install new LVT plank flooring throughout entire space in all rooms. Shoe molding must be installed in areas where lvt is installed. Shoe molding and flooring must be installed under appliances.
5. **Interior Doors:** Replace all interior doors with new 6-panel hollow-core hardboard swing doors, including new frames and new door hardware at all rooms. Must have a minimum of (3) hinges and minimum ¾" air space under all interior doors measured from the finished floor for air circulation.
6. **Kitchenette:** Reconfiguration of countertops & appliances to be ADA compliant.
 - a) **Cabinets:** must include dual sidetracks on drawers. Door fronts, styles, and drawer fronts must be made with solid wood or wood/plastic veneer products.
 - (1) Minimum aisle width between cabinets and/or appliances is 42".
 - b) **Sink:** New 33" min. wide double bowl stainless steel kitchen sink with strainer, Water Sense lever faucet, new P-trap, angle stops, hot and cold-water supply lines.
 - c) **Appliances:**
 - (1) Refrigerators: Provide new min. 16 cubic feet Energy Star refrigerators with freezer compartment and factory provided ice maker. Icemaker boxes must be installed with cold water supply line in the wall and centered behind the refrigerator only.
 - (2) Dishwasher: Provide new Energy Star rated dishwasher, to be installed beside kitchen sink.
 - (3) Range/Range Hood: Provide new 30" Gas Range and Range Hood. Provide new automatic fire suppression canisters mounter in range hood (i.e., range queen). Anti-tip devices must be installed on all ranges and be securely fastened to the floor. Walls behind or directly beside ranges must be covered with a splash panel. Range Hood must be vented to the exterior of the building with galvanized sheet metal using the shortest run possible.
7. **Bathrooms:** To be brought up to current standards to provide full accessibility. Including but not limited to; Water-sense labeled plumbing fixtures, vanities, grab bars and accessories.
 - a) Provide wood blocking for bathroom accessories.
8. **Laundry:** Owner to provide necessary washers and dryers to meet 1 per 12 residential units. (6) Total Washers and (6) Total Dryers needed. (3) of each need to be front-loading and have at least a 30x48 clear floor space in front of each. Verify dryer venting is hard ducted to the exterior and enclosed in a wall.
9. **Window treatments:** New mini-blinds at all new windows.
10. **Electrical:**
 - a) Light fixtures: Remove and replace existing lighting fixtures with new LED fixtures
 - b) Devices: Switches, Receptacles: Replace all throughout.
 - c) Smoke Detectors: Provide new hardwired, looped smoke detectors.
 - d) CO Detectors: Provide a new hardwired carbon monoxide detector with battery back-up.
 - e) Electrical Panel: Provide New Main Electrical Panel
 - f) Wiring: Wiring to be added for dishwashers
 - g) Cable/Television: Provide new cable and telephone jacks.

11. Mechanical:

- a) **HVAC:** Install new Energy Star-energy efficient split systems with heat pumps. Must meet ASHRAE 62.2 per Energy Star Multifamily certification requirements. Provide new line sets, condensing units and pads, and air handlers. Reuse all existing ductwork and registers. Seal interior closets and plenums. Ductwork to be cleaned.
 - (1) All HVAC Mechanical equipment and water heaters must be installed in a separate mechanical closet with a 30' x 80' door. Closets must have painted, moisture resistant drywall and finished flooring.
- b) **Hub Drains:** Repipe all existing hub drains serving HVAC condensate lines to the existing of the building.
- c) **Closets:** Provide new 4" x 8" min. pass-thru grille above doors for air circulation.
- d) **Bathrooms:** Provide new centrifugal exhaust fan rated at 70 CFM vented to the exterior using hard ductwork along the shortest run possible. Overhead Ceiling light to be switched with the exhaust fan and the vanity light wired to a separate switch.

12. Plumbing

- a) **Water Heater:** New energy efficient electric water heaters with minimum of .95 efficiency and minimum 40 gallons. All water heaters must be placed in an overflow pan piped to the exterior of the building.
- b) **Water/Ice Dispenser:** Provide new rough-in boxes for new water/ice dispenser in refrigerators.
- c) **Cast Iron P-Traps:** All original cast iron p-traps to be replaced.
- d) **Shut-Off Valves:** Provide new water shut-off valve. Shut-off valves must be in reachable location to resident and clearly marked with signage. Shut-off valve handle must be metal. Must be located 16 inches to 48 inches above floor.

III. Residential Buildings

A. Exterior

1. **Earthwork:** Lots to be graded to drain surface water away from foundation walls. The grade away from foundation walls must fall a minimum of 6 inches within the first 10 feet.
2. **Roofing**
 - a) Remove and replace all shingles, fascia and soffits, waterproofing, flashing and areas of damaged roof sheathing.
 - b) Install new sheathing at damaged areas to match existing.
 - c) Install new water proofing membrane, flashing, ice and water shields, aluminum drip edges, and blind metal flashing at valleys.
 - d) Install new anti-fungal, architectural composition shingles with a minimum 30-year warranty.
 - e) Provide and install new ridge vents.
 - f) Provide and install new hurricane rafter clips at existing top plate and truss connections.
 - g) Provide New Covered Entry Porches w/ Gabled Roof at Unit Entry Doors where not covered by breezeway. Re: Drawings

3. **Insulation:**
 - a) Remove all attic insulation and provide new blown insulation to achieve R-38.
 4. **Gutters/Downspouts:**
 - a) Provide new 5" seamless aluminum gutters and 3" downspouts throughout. Downspouts to be installed as to not drain across pedestrian path of travel. All water from roof and gutter system must be piped away from buildings and discharged no less than 6 feet from building foundation. Install underground drain with pop up where required.
 - b) Provide new aluminum drip edges on all fascia boards including gable rakes. Drip edge must extend min. of 2" under the shingles.
 5. **Sealants and Caulking:** Seal at all exterior doors, windows, plumbing, and electrical penetrations to prevent moisture and air leakage.
 6. **Windows:**
 - a) Remove and replace all existing window units with new insulated, double pane, vinyl windows meeting current North Carolina Model Energy Code. Provide new trim and flashing. Install a continuous bead of silicone caulk behind all nail fins before installing new vinyl windows per manufacturer's specifications.
 7. **Shutters:** Remove and replace existing shutters with new composite shutters in existing locations.
 8. **Entry Doors:** Remove and replace all front and rear entry doors, hardware, and frames with new 6 panel hollow metal entry doors with wooden frames, new door hardware (lever, eye viewers, deadbolt – Grade 3) and weather-stripping.
 9. **Painting:** Prep and Paint All New Exterior Doors and Window Trim.
 10. **Electrical:**
 - a) Provide disconnects as required
 - b) Remove abandoned wiring
 - c) Provide new LED light fixtures and bulbs at:
 - (1) Exterior Wall Packs
 - (2) Unit exterior lighting
 11. **Plumbing:** Provide (2) new hose bibbs per building.
 12. **Signage:** Install new exterior and unit signage. Building signage must be well lit from dusk until dawn and meet ANSI A117.1 Section 703 Standards. Signage must use contrasting colors and large letters and numbers.
- C. Breezeways:**
- a) **Decking & Stairs:** Repair or replace existing damaged wood decking at common breezeways, stair risers/treads, and balconies. Verify exact locations with on site with owner and architect.
 - b) **Stair Railing:**
 - (1) Provide new painted metal handrails at all existing stairs.
 - (2) Provide new painted metal cane rails at all existing stairs.
 - c) **Lighting:** Remove and replace existing breezeway lights with new LED fixtures.

IV. Residential Unit Interiors

1. Two (2) units to receive hearing and sight impaired upgrades.
 - a) Strobes for smoke detectors in every bedroom, bathroom, and living area.
 - b) Lighted hard-wired doorbell button connected to a horn/strobe alarm installed in each bathroom, bedroom, and living area.
2. **Finishes (All Rooms):**
 - a) Walls: Repair damaged gyp. bd. and prep for paint throughout unit. Moisture Resistant Drywall to be provided in all bathrooms and behind kitchen sink base. Paint unit in its entirety and provide new painted wood baseboard with shoe molding throughout.
 - b) Ceilings: Repair damaged portions of ceilings. Paint and Texture to match existing throughout.
 - c) Flooring (Per Unit Matrix): Remove all existing carpet, carpet pads, and sheet vinyl flooring. Prep existing floors and install new LVT plank flooring throughout entire unit in all rooms.
3. **Openings:** Replace all interior doors including bi-fold doors with new 6-panel hollow-core hardboard swing doors, including new frames and new door hardware at all rooms (entire unit)
4. **Window treatments:** New mini-blinds at all windows.
5. **Electrical:**
 - a) Devices: Switches, Receptacles: Replace all throughout.
 - b) Smoke Detectors: Provide new hardwired, looped smoke detectors (1 in living room, 1 per bedroom).
 - c) CO Detectors: Provide a new hardwired carbon monoxide detector with battery back-up.
 - d) Electrical Panel: Provide New Unit Main Electrical Panel
 - e) Wiring: Wiring to be added new dishwashers.
 - f) Cable/Television: Provide new cable and telephone jacks in all living rooms and bedrooms.
6. **Mechanical:**
 - a) **HVAC:** Install new Energy Star-energy efficient split systems with heat pumps with energy factor of .95.. Must meet ASHRAE 62.2 per Energy Star Multifamily certification requirements. Provide new line sets, condensing units and pads, and air handlers. Reuse all existing ductwork and registers. Seal interior closets and plenums. Ductwork to be cleaned.
 - (1) All HVAC Mechanical equipment and water heaters must be installed in a separate mechanical closet with a 30' x 80' door. Closets must have painted, moisture resistant drywall and finished flooring.
 - (2) Provide new programmable thermostat.
 - b) **Hub Drains:** Repipe all existing hub drains serving HVAC condensate lines to the existing of the building.
 - c) **Closets:** Provide new 4" x 8" min. pass-thru grille above doors for air circulation.

- d) **Bathrooms:** Provide new centrifugal exhaust fan rated at 70 CFM vented to the exterior using hard ductwork along the shortest run possible. Overhead Ceiling light to be switched with the exhaust fan and the vanity light wired to a separate switch.

7. Plumbing:

- a) **Water Heater:** New energy efficient electric water heaters with minimum of .95 efficiency and minimum 40 gallons. All water heaters must be placed in an overflow pan piped to the exterior of the building.
- b) **Water/Ice Dispenser:** Provide new rough-in boxes for new water/ice dispenser in refrigerators.
- c) **Cast Iron P-Traps:** All original cast iron p-traps to be replaced.
- d) **Shut-Off Valves:** Provide new water shut-off valve. Shut-off valves must be in reachable location to resident and clearly marked with signage. Shut-off valve handle must be metal. Must be located 16 inches to 48 inches above floor.

8. Living / Dining:

- a) **Lighting:** New Energy Star LED interior lighting fixtures. Provide new ceiling fan w/light. Light and Fan must be on separate switch.
- b) **Wall Paint Finish:** Eggshell, Trim Finish: Semi-Gloss

9. Kitchen:

- a) **Cabinets:** Remove and replace cabinetry with new. Add Pantry Cabinet as required per MBOH. Must include dual sidetracks on drawers. Door fronts, styles, and drawer fronts must be made with solid wood or wood/plastic veneer products.
- (1) Pantry Cabinet: Must be min. 24" deep x 24" wide. Shelving must be 20" deep.
- (2) Minimum aisle width between cabinets and/or appliances is 42".
- b) **Sink:** New 33" min. wide double bowl stainless steel kitchen sink with strainer, Water Sense lever faucet, new P-trap, angle stops, hot and cold-water supply lines.
- c) **Appliances: (Per Unit Matrix)**
- (1) Refrigerators: Provide new min. 16 cubic feet Energy Star refrigerators with freezer compartment and factory provided ice maker. Icemaker boxes must be installed with cold water supply line in the wall and centered behind the refrigerator only. 2 Bedroom – Min. 14 cubic feet, 3 Bedroom – Min. 16 cubic feet.
- (2) Dishwasher: Provide new Energy Star rated dishwasher, to be installed beside kitchen sink.
- (3) Range/Range Hood: Provide new 30" Gas Range and Range Hood. Provide new automatic fire suppression canisters mounter in range hood (i.e., range queen). Anti-tip devices must be installed on all ranges and be securely fastened to the floor. Walls behind or directly beside ranges must be covered with a splash panel.
- d) **Wall Paint Finish:** Eggshell, Trim Finish: Semi-Gloss
- e) **Lighting:** Replace light fixtures with Energy Star LED fixtures.

10. Bedrooms

- a) **Lighting:** New Energy Star LED interior lighting fixtures. Provide new ceiling fan and light. If ceiling and light are integral, light and fan to be on separate switches.

- b) **Closets:** Provide new wire shelving with rod in all bedroom closets.
- c) **Wall Paint Finish:** Eggshell, Trim Finish: Semi-Gloss

11. Bathrooms

- a) **Blocking:** Provide new wood blocking behind new Tub and Lavatory plumbing fixtures.
- b) **Millwork:** Remove and Replace existing vanity and replace with new cultured marble top and wood base cabinet.
- c) **Tubs / Showers:**
 - (1) Remove and replace all tubs and tub surrounds. Install new tub valve and trim, spout and shower head. Tubs must have slip-resistant floors.
 - (2) Replace all cast iron P-traps at tubs.
- d) **Toilet:** Replace existing commode with water-sense labeled fixture with seats.
- e) **Lavatory:** Replace bath lavatory sink & water-sense labeled faucet with new, including P-traps and supply lines.
- f) **Accessories:** Remove and replace all with new bath accessories, including recessed medicine cabinets. Provide blocking at all bathroom accessories.
- g) **Wall Paint Finish:** Eggshell, Trim Finish: Semi-Gloss
- h) **Lighting:** Replace existing light fixtures with new LED Energy Star fixtures.
In bathrooms, overhead ceiling light must be switched with the exhaust fan and the vanity light wired to a separate switch. If the vanity light is the only light source, it then must be switched to the exhaust fan.

V. Residential Unit Interiors – ADA Conversions

1. In addition to the applicable scope found above in section IV, below are additional requirements for the four (4) existing units will be reconfigured and converted to be fully accessible Verify items required on site.
 - a) All switches and receptacles to be ADA compliant in height.
 - b) Unit entry door to have ADA compliant hardware and threshold.
 - c) All usable passage doors to be 32" clear with accessible hardware.
 - d) Walls: Reconfigure walls as needed to provide accessibility throughout units to bring up to current standards. Architect to verify - RE: Drawings.
 - (1) Provide blocking in walls and install grab bars at all tubs / roll in showers and toilets, and bath accessories.
 - e) **Appliances:** Provide new ADA compliant appliances.
 - f) **Millwork:** Remove and Replace all cabinetry with new ADA compliant cabinetry in kitchens and bathrooms. RE: Plans.
 - (1) Accessible cabinets with removable fronts must be manufactured to be removable with only a screwdriver.
 - (2) Floors and walls under removable cabinets and vanities must be finished.
 - g) **Accessories:** New ADA compliant bath accessories.

- h) **Call Stations:** Provide hardwired nurse call systems to exterior horn/strobe in all bedrooms. Must be installed beside or below ceiling light switches in bedrooms and bathrooms.
- i) **Plumbing:** Replace all fixtures and faucets with new ADA Compliant Water-Sense fixtures. Replace all tubs with new ADA compliant roll-in shower, surround, seat, and grab bars. Install new tub valve and trim.
 - (1) Roll-In Showers must have a collapsible water dam or beveled threshold that meets code. Shower Head w/Wand must be installed on a sliding bar and within code required reach ranges by the seat.
 - (2) An additional diverter must be installed to provide water to a shower head on the short shower wall in front of the seat, mounted 80 inches A.F.F.



Commission Meeting Date: December 3, 2024
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Centennial Village Apartments (Multifamily) Affordable Housing Proposal Public Hearing

From: Centennial Village Housing Partners, LP, and Bjornson Jones Mungas PLLC

Initiated By: Kassy J. Buss, Bjornson Jones Mungas PLLC

Presented By: Kassy J. Buss, Bjornson Jones Mungas PLLC

Action Requested: Conduct Public Hearing

Public Hearing:

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

Suggested Motion:

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

Staff Recommendation: Staff recommends the City Commission conduct the public hearing on whether Centennial Village Apartments meets a community housing need. Bjornson Jones Mungas PLLC has arranged for publication of the notice of the public hearing before the City Commission in the Great Falls Tribune on 11/17/2024 and 12/01/2024.

Summary: Centennial Village Housing Partners, LP, is applying for Low-Income Housing Tax Credits from the Montana Board of Housing (“LIHTCs”) to finance the preservation of Centennial Village Apartments as affordable housing and is planning to apply for the exemption from real property taxes available to qualifying low-income housing tax credit projects under Montana Code Annotated Section 15-6-221 in connection with the project. As a part of the requirements related to such application, Centennial Village Housing Partners, LP, is required to solicit public comment on whether the proposed qualifying low-income rental housing property meets a community housing need. This is the public’s opportunity to comment on the proposal.

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

Attachments/Exhibits: See attached project summary.



November 21, 2024

**RE: Centennial Village Apartments (Multifamily)
Great Falls, Montana**

To All Interested Persons:

Centennial Village Housing Partners, LP, a Montana limited partnership, in partnership with Foundation for Affordable Housing V, Inc., a nonprofit corporation specializing in the preservation and development of affordable housing, are soliciting public comment on community housing needs in relation to the following low-income rental housing complex located at the following address in Great Falls, Montana:

<u>Project Name</u>	<u>Address</u>	<u>Number of units</u>
Centennial Village Apartments	700 4 th Avenue Northwest Great Falls, MT 59404	48 (multifamily)

The units at the property are currently subject to deed and income restrictions, and the parties are planning to acquire and rehabilitate the 48 homes to better serve the project residents and to preserve the affordability of the project. They also intend to apply for the exemption from real property taxes available to qualifying low-income housing tax credit projects under Montana Code Annotated Section 15-6-221. As part of the statutory requirements for this exemption, there must be an opportunity to comment on whether this low-income rental housing project meets a community housing need. **No vote or action on behalf of the local agency is required in relation to this opportunity for public comment.** Please see attached summary and anticipated scope of rehabilitation work for additional project information.

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

Very Truly Yours,
BJORNSON JONES MUNGAS, PLLC

Kassy J. Buss
406-721-8896
kassy@bjornsonlaw.com

Attachment

Centennial Village Apartments
Great Falls, MT
Preserving 48 Homes for Low-Income Families

Background

Vitus was formed in 1993 to preserve quality affordable homes for low-income seniors, those with disabilities, and families. Now, 31 years later, 30,000 people live in Vitus homes in 30 states and over 130 communities <https://vitus.com/properties/>. With affordable housing investments of more than \$1.4 billion, Vitus now ranks as one of the largest 50 affordable housing owners in the nation according to *Affordable Housing Finance*.

The Vitus Business Model: Public/Private Partnerships to Preserve Affordable Housing

Vitus seeks to acquire, preserve, and extend the affordability of properties under the federal Section 8 Housing Assistance Payment or HAP program. It does this by purchasing properties with capital secured from lenders and investors, preserving and/or extending HAP contracts, and performing necessary rehabilitation of projects using the proceeds of tax-exempt multifamily housing bonds and federal four percent low-income housing tax credits. Bond and tax credit proceeds are also used to repay lenders and provide a return to investors. A portion of the return provided to investors provides a source of funding for acquiring additional projects. This allows Vitus to continue to invest in and preserve desperately needed affordable housing across the country. Vitus seeks to invest an additional \$525 million by the end of 2024 to preserve an additional 1,745 homes across the country.

Vitus' Montana Presence

Vitus decided to invest in Montana and Great Falls because of the state and city commitment to preserving affordable housing and their reputation for robust public/private partnerships. Vitus seeks to expand its presence into Montana and build a long-lasting regional expertise. A key factor for expansion is the ability to secure multi-family housing bonds and low-income housing tax credit investments on a timely basis, to ensure that the Vitus business model can be sustained to preserve affordable housing units in Montana and nationally.

Local Montana Partners

Vitus seeks to create lasting local partnerships wherever it operates. Vitus has partnered with Real Estate Management Services, LLC, headquartered in Kalispell, Montana as a beginning to this effort. REMS has 30+ years of property management experience in Montana, specializing in LIHTC layering, rural development and HUD insured and subsidized properties. Additionally, the proposed General Contractor, Frerich's Construction, seeks to hire local subcontractors and suppliers from the region. It is anticipated that 22 jobs will be created for the Centennial Village Apartments Project.

The Vitus Commitment to be a Quality and Responsive Property Owner

Quality homes are essential to individual, family, and community well-being. Vitus is committed to the highest standards of property management, exemplary customer service, and being a good neighbor. To achieve this commitment, Vitus has partnered with Real Estate Management Services, a management company with extensive Section 8 and LIHTC experience.

The Centennial Village Apartments Project: Preserving Quality Homes and Quality of Life for the Vulnerable

Vitus will acquire the 48-unit Centennial Village Apartments Project in April 2024. Due to deferred maintenance and normal "wear and tear", it was anticipated that substantial rehabilitation of the property would need to be completed within the next 3 years both to maintain standards and sustain the viability of the Vitus business model. Vitus will renew the project based rental assistance contract for 20 years upon its acquisition, subject to federal appropriations.

415 First Avenue North #19240 • Seattle, WA 98109

Centennial Village Apartments was constructed in 1979. As such, significant repairs are needed. Vitus has engaged Frerichs Construction to prepare rehabilitation cost estimates.

The scope of the rehabilitation will include improvements to the general site such as general site improvements to the exterior parking, walkways, lighting, and landscape. Building exterior upgrades will include evaluating the siding and windows for repairs, replacement of entry ways, and common area ADA accommodations. The interior renovation will include items such as upgrading the plumbing fixtures with low flow fixtures, replacing lighting fixtures with high efficiency lighting, and evaluating unit flooring, appliances, and cabinets for replacement. Safety improvements will be evaluated, including exterior lighting, locks, alarms, and other security features.

With these upgrades, the project will provide housing comparable to (or better than) the quality of other housing in the market area. The rehabilitation will be completed with minor disruption to the residents. These improvements will significantly enhance energy conservation, improve operating efficiency and, most importantly, enhance resident quality of life.

Now is the time to proceed with a rehabilitation of Centennial Village Apartments:

- Critical improvements are necessary to enhance tenant quality of life
- This may be a window of time during which bonding authority is more available
- The uncertainty of economic conditions may require Vitus to sell the property
- A new owner may not be in a position to undertake the rehabilitation in a timely manner, affecting the quality of homes for Centennial Village Apartments residents and community well-being

Requests of Montana Board of Housing

Vitus respectfully requests the following:

1. Support and advance an allocation of bonding authority.
2. Support Vitus' efforts to obtain a real estate tax abatement from the Montana Department of Revenue.

For additional information contact Gavin Taylor, Development Manager via email at gavin.taylor@vitus.com or over the phone at 253-886-2906.

CONTENTS:

Proposed Scope of Work for Current Rehab

- I. Site Work
- II. Community Building/Leasing Office
- III. Residential Buildings
- IV. Residential Unit Interiors
- V. Residential Unit Interiors – ADA Conversion

I. Site Work**1. Sidewalks:**

- a) Remove & replace/repair existing damaged concrete sidewalks. Replace damaged curbing and replace with like profile.
- b) Provide curb cuts and replace curbs as needed.
- c) Provide new sidewalks as shown on plans.
- d) Provide new accessible routes as shown on plans to conform to current standards.

2. Parking:

- a) Provide new concrete pads at new designated accessible parking spaces as shown on plans.
- b) Provide new ADA parking space signage and bumper stops at each ADA parking space.
- c) Restripe parking lots complete including ADA parking spaces.

3. Dumpsters Pads and Enclosures:

- a) Install Three (3) Concrete Pads and Approach Areas for Refuse Collection. Approach area must be a minimum of 18 feet in length.
- b) Provide Accessible pads and accessible path of travel at locations shown on plans. Path of travel must marked/identified (painted in yellow or white) on Dumpster Pad Surfaces
- c) Provide Three (3) new dumpster vinyl enclosures. Fencing to be consistent with appearance of the Residential Buildings and must screen the collection area. Fencing must be PVC or treated lumber and constructed for permanent use.
- d) Metal Bollards: Install Two (2) Painted Metal Pipe Bollards behind Dumpsters.

4. Playground:

- a) Install Two (2) new playground systems with mulch, borders, and accessible ramps at locations shown on plans. Playground systems must include (4) play stations/activities including (1) accessible piece of equipment.
- b) Install Two (2) New Benches, 1 per playground area. The bench must be anchored permanently to a new concrete pad located on an accessible route, made of weather resistant material, and have a back.

- 5. **Postal Facilities:** Provide New Covered Mail Center and Mailboxes (1 per unit). Provide ample lighting to function from dusk to dawn. Area must have a 60" min. turning radius. Mailbox units to comply w/MBOH Requirements. Mailboxes may not be installed higher than 48" above finishes floor and must be centered with a 48-inch clear floor space for a parallel approach.

6. Landscaping / Earthwork:

- a) Trim all existing overgrown trees to remain on site with a focus on trees located within 8-10 feet of buildings.
- b) Provide an allowance for new landscape planting. Planting Material must be native to the climate and area.
- c) Provide positive draining at all driveways, parking areas, ramps, walkways, and dumpster pads to prevent standing water.
- d) Re-grade as required around all buildings drain surface water away from foundation walls. The grade away from foundation walls must fall a minimum of 6 inches within the first 10 feet.
- e) Seed and straw as required for new landscape planting and regrading.

7. Lighting:

- a) Repair existing site lights and provide new LED bulbs.

8. Site Railings: Remove and Replace Existing Wood Railing with New Vinyl Railings throughout the property.

9. Monument Sign: Replace (2) existing monument signage with new at existing locations. Signage to be illuminated and have brick or stone columns.

10. Security/Safety: Provide new outdoor CCTV video surveillance through-out site and DVR recording system. Verify locations with owner on site.

11. Sanitary Sewer:

- a) Jet all existing sewer lines to remove debris. Provide additional video scope of areas as required and repair/replace any damaged sewer lines found in report.

II. Community Building/Leasing Office

A. Exterior

1. Earthwork: Lots to be graded to drain surface water away from foundation walls. The grade away from foundation walls must fall a minimum of 6 inches within the first 10 feet.

2. Roofing:

- a) Remove and replace all shingles, fascia and soffits, waterproofing, flashing and areas of damaged roof sheathing.
- b) Install new sheathing at damaged areas to match existing.
- c) Install new water proofing membrane, flashing, ice and water shields, aluminum drip edges, and blind metal flashing at valleys.
- d) Install new anti-fungal, architectural composition shingles with a minimum 30-year warranty.
- e) Provide and install new ridge vents.

3. Insulation:

- a) Remove all attic insulation and provide new blown insulation to achieve R-38.

4. Gutters/Downspouts:

- a) Provide new 5" seamless aluminum gutters and 3" downspouts. Downspouts to be installed as to not drain across pedestrian path of travel. All water from roof and gutter system must be piped away from buildings and discharged no less than 6 feet from building foundation. Install underground drain with pop up where required.
 - b) Provide new aluminum drip edges on all fascia boards including gable rakes. Drip edge must extend min. of 2" under the shingles.
5. **Hardie Board Siding:** Remove and replace all existing siding with new pre-finished Hardie board siding on new Tyvek house wrap on existing sheathing. Replace all existing fascia and soffits with new pre-finished Hardie board trim. All exterior penetrations must be installed in plastic J-boxes.
 6. **Sealants and Caulking:** Seal at all exterior doors, windows, plumbing, and electrical penetrations to prevent moisture and air leakage.
 7. **Windows:**
 - a) Remove and replace all existing window units with new insulated, double pane, vinyl windows meeting current North Carolina Model Energy Code. Provide new trim and flashing. Install a continuous bead of silicone caulk behind all nail fins before installing new vinyl windows per manufacturer's specifications.
 8. **Shutters:** Remove and replace existing shutters with new composite shutters in existing locations.
 9. **Storefront System:** Remove and replace existing entry storefront system with new in existing opening. Glass Sidelights to be tempered glass. Frame Finish: Black.
 10. **Rear Door:** Remove and replace existing rear entry door, hardware, and frame. Replace with new 6 panel hollow metal entry door with wooden frames, new door hardware (lever, eye viewers, deadbolt – Grade 3) and weather-stripping. All new doors to receive ADA compliant hardware and threshold.
 11. **Painting:** Prep and Paint All New Exterior Doors, and Window Trim.
 12. **Electrical:**
 - a) Provide disconnects as required
 - b) Remove abandoned wiring
 - c) Provide new LED light fixtures and bulbs at:
 - (1) Exterior Low Profile Wall Sconces
 13. **Plumbing:** Provide (2) new hose bibbs per building.
 14. **Signage:** Install new exterior and interior signage. Building signage must be well lit from dusk until dawn and meet ANSI A117.1 Section 703 Standards. Signage must use contrasting colors and large letters and numbers.

B. Interior – (Remodeling of the specific elements to include the following with an emphasis placed on accessibility improvements.)

1. **Light fixtures:** Remove and replace existing lighting fixtures with new LED fixtures
2. **Drywall:** Repair damaged drywall as required. Reconfigure walls per drawings. Provide moisture resistant drywall in all bathrooms and behind kitchen sink base.
3. **Paint:** Paint complete interior, repairing gypsum before paint. Wall/Trim Paint Finish: Semi-Gloss. Ceiling Paint Finish: Flat.

4. **Flooring:** Remove all existing flooring and prep for new. Install new LVT plank flooring throughout entire space in all rooms. Shoe molding must be installed in areas where lvt is installed. Shoe molding and flooring must be installed under appliances.
5. **Interior Doors:** Replace all interior doors with new 6-panel hollow-core hardboard swing doors, including new frames and new door hardware at all rooms. Must have a minimum of (3) hinges and minimum ¾" air space under all interior doors measured from the finished floor for air circulation.
6. **Kitchenette:** Reconfiguration of countertops & appliances to be ADA compliant.
 - a) **Cabinets:** must include dual sidetracks on drawers. Door fronts, styles, and drawer fronts must be made with solid wood or wood/plastic veneer products.
 - (1) Minimum aisle width between cabinets and/or appliances is 42".
 - b) **Sink:** New 33" min. wide double bowl stainless steel kitchen sink with strainer, Water Sense lever faucet, new P-trap, angle stops, hot and cold-water supply lines.
 - c) **Appliances:**
 - (1) Refrigerators: Provide new min. 16 cubic feet Energy Star refrigerators with freezer compartment and factory provided ice maker. Icemaker boxes must be installed with cold water supply line in the wall and centered behind the refrigerator only.
 - (2) Dishwasher: Provide new Energy Star rated dishwasher, to be installed beside kitchen sink.
 - (3) Range/Range Hood: Provide new 30" Gas Range and Range Hood. Provide new automatic fire suppression canisters mounter in range hood (i.e., range queen). Anti-tip devices must be installed on all ranges and be securely fastened to the floor. Walls behind or directly beside ranges must be covered with a splash panel. Range Hood must be vented to the exterior of the building with galvanized sheet metal using the shortest run possible.
7. **Bathrooms:** To be brought up to current standards to provide full accessibility. Including but not limited to; Water-sense labeled plumbing fixtures, vanities, grab bars and accessories.
 - a) Provide wood blocking for bathroom accessories.
8. **Laundry:** Owner to provide necessary washers and dryers to meet 1 per 12 residential units. (6) Total Washers and (6) Total Dryers needed. (3) of each need to be front-loading and have at least a 30x48 clear floor space in front of each. Verify dryer venting is hard ducted to the exterior and enclosed in a wall.
9. **Window treatments:** New mini-blinds at all new windows.
10. **Electrical:**
 - a) Light fixtures: Remove and replace existing lighting fixtures with new LED fixtures
 - b) Devices: Switches, Receptacles: Replace all throughout.
 - c) Smoke Detectors: Provide new hardwired, looped smoke detectors.
 - d) CO Detectors: Provide a new hardwired carbon monoxide detector with battery back-up.
 - e) Electrical Panel: Provide New Main Electrical Panel
 - f) Wiring: Wiring to be added for dishwashers
 - g) Cable/Television: Provide new cable and telephone jacks.

11. Mechanical:

- a) **HVAC:** Install new Energy Star-energy efficient split systems with heat pumps. Must meet ASHRAE 62.2 per Energy Star Multifamily certification requirements. Provide new line sets, condensing units and pads, and air handlers. Reuse all existing ductwork and registers. Seal interior closets and plenums. Ductwork to be cleaned.
 - (1) All HVAC Mechanical equipment and water heaters must be installed in a separate mechanical closet with a 30' x 80' door. Closets must have painted, moisture resistant drywall and finished flooring.
- b) **Hub Drains:** Repipe all existing hub drains serving HVAC condensate lines to the existing of the building.
- c) **Closets:** Provide new 4" x 8" min. pass-thru grille above doors for air circulation.
- d) **Bathrooms:** Provide new centrifugal exhaust fan rated at 70 CFM vented to the exterior using hard ductwork along the shortest run possible. Overhead Ceiling light to be switched with the exhaust fan and the vanity light wired to a separate switch.

12. Plumbing

- a) **Water Heater:** New energy efficient electric water heaters with minimum of .95 efficiency and minimum 40 gallons. All water heaters must be placed in an overflow pan piped to the exterior of the building.
- b) **Water/Ice Dispenser:** Provide new rough-in boxes for new water/ice dispenser in refrigerators.
- c) **Cast Iron P-Traps:** All original cast iron p-traps to be replaced.
- d) **Shut-Off Valves:** Provide new water shut-off valve. Shut-off valves must be in reachable location to resident and clearly marked with signage. Shut-off valve handle must be metal. Must be located 16 inches to 48 inches above floor.

III. Residential Buildings

A. Exterior

1. **Earthwork:** Lots to be graded to drain surface water away from foundation walls. The grade away from foundation walls must fall a minimum of 6 inches within the first 10 feet.
2. **Roofing**
 - a) Remove and replace all shingles, fascia and soffits, waterproofing, flashing and areas of damaged roof sheathing.
 - b) Install new sheathing at damaged areas to match existing.
 - c) Install new water proofing membrane, flashing, ice and water shields, aluminum drip edges, and blind metal flashing at valleys.
 - d) Install new anti-fungal, architectural composition shingles with a minimum 30-year warranty.
 - e) Provide and install new ridge vents.
 - f) Provide and install new hurricane rafter clips at existing top plate and truss connections.
 - g) Provide New Covered Entry Porches w/ Gabled Roof at Unit Entry Doors where not covered by breezeway. Re: Drawings

3. **Insulation:**
 - a) Remove all attic insulation and provide new blown insulation to achieve R-38.
 4. **Gutters/Downspouts:**
 - a) Provide new 5" seamless aluminum gutters and 3" downspouts throughout. Downspouts to be installed as to not drain across pedestrian path of travel. All water from roof and gutter system must be piped away from buildings and discharged no less than 6 feet from building foundation. Install underground drain with pop up where required.
 - b) Provide new aluminum drip edges on all fascia boards including gable rakes. Drip edge must extend min. of 2" under the shingles.
 5. **Sealants and Caulking:** Seal at all exterior doors, windows, plumbing, and electrical penetrations to prevent moisture and air leakage.
 6. **Windows:**
 - a) Remove and replace all existing window units with new insulated, double pane, vinyl windows meeting current North Carolina Model Energy Code. Provide new trim and flashing. Install a continuous bead of silicone caulk behind all nail fins before installing new vinyl windows per manufacturer's specifications.
 7. **Shutters:** Remove and replace existing shutters with new composite shutters in existing locations.
 8. **Entry Doors:** Remove and replace all front and rear entry doors, hardware, and frames with new 6 panel hollow metal entry doors with wooden frames, new door hardware (lever, eye viewers, deadbolt – Grade 3) and weather-stripping.
 9. **Painting:** Prep and Paint All New Exterior Doors and Window Trim.
 10. **Electrical:**
 - a) Provide disconnects as required
 - b) Remove abandoned wiring
 - c) Provide new LED light fixtures and bulbs at:
 - (1) Exterior Wall Packs
 - (2) Unit exterior lighting
 11. **Plumbing:** Provide (2) new hose bibbs per building.
 12. **Signage:** Install new exterior and unit signage. Building signage must be well lit from dusk until dawn and meet ANSI A117.1 Section 703 Standards. Signage must use contrasting colors and large letters and numbers.
- C. Breezeways:**
- a) **Decking & Stairs:** Repair or replace existing damaged wood decking at common breezeways, stair risers/treads, and balconies. Verify exact locations with on site with owner and architect.
 - b) **Stair Railing:**
 - (1) Provide new painted metal handrails at all existing stairs.
 - (2) Provide new painted metal cane rails at all existing stairs.
 - c) **Lighting:** Remove and replace existing breezeway lights with new LED fixtures.

IV. Residential Unit Interiors

1. Two (2) units to receive hearing and sight impaired upgrades.
 - a) Strobes for smoke detectors in every bedroom, bathroom, and living area.
 - b) Lighted hard-wired doorbell button connected to a horn/strobe alarm installed in each bathroom, bedroom, and living area.
2. **Finishes (All Rooms):**
 - a) Walls: Repair damaged gyp. bd. and prep for paint throughout unit. Moisture Resistant Drywall to be provided in all bathrooms and behind kitchen sink base. Paint unit in its entirety and provide new painted wood baseboard with shoe molding throughout.
 - b) Ceilings: Repair damaged portions of ceilings. Paint and Texture to match existing throughout.
 - c) Flooring (Per Unit Matrix): Remove all existing carpet, carpet pads, and sheet vinyl flooring. Prep existing floors and install new LVT plank flooring throughout entire unit in all rooms.
3. **Openings:** Replace all interior doors including bi-fold doors with new 6-panel hollow-core hardboard swing doors, including new frames and new door hardware at all rooms (entire unit)
4. **Window treatments:** New mini-blinds at all windows.
5. **Electrical:**
 - a) Devices: Switches, Receptacles: Replace all throughout.
 - b) Smoke Detectors: Provide new hardwired, looped smoke detectors (1 in living room, 1 per bedroom).
 - c) CO Detectors: Provide a new hardwired carbon monoxide detector with battery back-up.
 - d) Electrical Panel: Provide New Unit Main Electrical Panel
 - e) Wiring: Wiring to be added new dishwashers.
 - f) Cable/Television: Provide new cable and telephone jacks in all living rooms and bedrooms.
6. **Mechanical:**
 - a) **HVAC:** Install new Energy Star-energy efficient split systems with heat pumps with energy factor of .95.. Must meet ASHRAE 62.2 per Energy Star Multifamily certification requirements. Provide new line sets, condensing units and pads, and air handlers. Reuse all existing ductwork and registers. Seal interior closets and plenums. Ductwork to be cleaned.
 - (1) All HVAC Mechanical equipment and water heaters must be installed in a separate mechanical closet with a 30' x 80' door. Closets must have painted, moisture resistant drywall and finished flooring.
 - (2) Provide new programmable thermostat.
 - b) **Hub Drains:** Repipe all existing hub drains serving HVAC condensate lines to the existing of the building.
 - c) **Closets:** Provide new 4" x 8" min. pass-thru grille above doors for air circulation.

- d) **Bathrooms:** Provide new centrifugal exhaust fan rated at 70 CFM vented to the exterior using hard ductwork along the shortest run possible. Overhead Ceiling light to be switched with the exhaust fan and the vanity light wired to a separate switch.

7. Plumbing:

- a) **Water Heater:** New energy efficient electric water heaters with minimum of .95 efficiency and minimum 40 gallons. All water heaters must be placed in an overflow pan piped to the exterior of the building.
- b) **Water/Ice Dispenser:** Provide new rough-in boxes for new water/ice dispenser in refrigerators.
- c) **Cast Iron P-Traps:** All original cast iron p-traps to be replaced.
- d) **Shut-Off Valves:** Provide new water shut-off valve. Shut-off valves must be in reachable location to resident and clearly marked with signage. Shut-off valve handle must be metal. Must be located 16 inches to 48 inches above floor.

8. Living / Dining:

- a) **Lighting:** New Energy Star LED interior lighting fixtures. Provide new ceiling fan w/light. Light and Fan must be on separate switch.
- b) **Wall Paint Finish:** Eggshell, Trim Finish: Semi-Gloss

9. Kitchen:

- a) **Cabinets:** Remove and replace cabinetry with new. Add Pantry Cabinet as required per MBOH. Must include dual sidetracks on drawers. Door fronts, styles, and drawer fronts must be made with solid wood or wood/plastic veneer products.
- (1) Pantry Cabinet: Must be min. 24" deep x 24" wide. Shelving must be 20" deep.
- (2) Minimum aisle width between cabinets and/or appliances is 42".
- b) **Sink:** New 33" min. wide double bowl stainless steel kitchen sink with strainer, Water Sense lever faucet, new P-trap, angle stops, hot and cold-water supply lines.
- c) **Appliances: (Per Unit Matrix)**
- (1) **Refrigerators:** Provide new min. 16 cubic feet Energy Star refrigerators with freezer compartment and factory provided ice maker. Icemaker boxes must be installed with cold water supply line in the wall and centered behind the refrigerator only. 2 Bedroom – Min. 14 cubic feet, 3 Bedroom – Min. 16 cubic feet.
- (2) **Dishwasher:** Provide new Energy Star rated dishwasher, to be installed beside kitchen sink.
- (3) **Range/Range Hood:** Provide new 30" Gas Range and Range Hood. Provide new automatic fire suppression canisters mounter in range hood (i.e., range queen). Anti-tip devices must be installed on all ranges and be securely fastened to the floor. Walls behind or directly beside ranges must be covered with a splash panel.
- d) **Wall Paint Finish:** Eggshell, Trim Finish: Semi-Gloss
- e) **Lighting:** Replace light fixtures with Energy Star LED fixtures.

10. Bedrooms

- a) **Lighting:** New Energy Star LED interior lighting fixtures. Provide new ceiling fan and light. If ceiling and light are integral, light and fan to be on separate switches.

- b) **Closets:** Provide new wire shelving with rod in all bedroom closets.
- c) **Wall Paint Finish:** Eggshell, Trim Finish: Semi-Gloss

11. Bathrooms

- a) **Blocking:** Provide new wood blocking behind new Tub and Lavatory plumbing fixtures.
- b) **Millwork:** Remove and Replace existing vanity and replace with new cultured marble top and wood base cabinet.
- c) **Tubs / Showers:**
 - (1) Remove and replace all tubs and tub surrounds. Install new tub valve and trim, spout and shower head. Tubs must have slip-resistant floors.
 - (2) Replace all cast iron P-traps at tubs.
- d) **Toilet:** Replace existing commode with water-sense labeled fixture with seats.
- e) **Lavatory:** Replace bath lavatory sink & water-sense labeled faucet with new, including P-traps and supply lines.
- f) **Accessories:** Remove and replace all with new bath accessories, including recessed medicine cabinets. Provide blocking at all bathroom accessories.
- g) **Wall Paint Finish:** Eggshell, Trim Finish: Semi-Gloss
- h) **Lighting:** Replace existing light fixtures with new LED Energy Star fixtures.
In bathrooms, overhead ceiling light must be switched with the exhaust fan and the vanity light wired to a separate switch. If the vanity light is the only light source, it then must be switched to the exhaust fan.

V. Residential Unit Interiors – ADA Conversions

1. In addition to the applicable scope found above in section IV, below are additional requirements for the four (4) existing units will be reconfigured and converted to be fully accessible Verify items required on site.
 - a) All switches and receptacles to be ADA compliant in height.
 - b) Unit entry door to have ADA compliant hardware and threshold.
 - c) All usable passage doors to be 32" clear with accessible hardware.
 - d) Walls: Reconfigure walls as needed to provide accessibility throughout units to bring up to current standards. Architect to verify - RE: Drawings.
 - (1) Provide blocking in walls and install grab bars at all tubs / roll in showers and toilets, and bath accessories.
 - e) **Appliances:** Provide new ADA compliant appliances.
 - f) **Millwork:** Remove and Replace all cabinetry with new ADA compliant cabinetry in kitchens and bathrooms. RE: Plans.
 - (1) Accessible cabinets with removable fronts must be manufactured to be removable with only a screwdriver.
 - (2) Floors and walls under removable cabinets and vanities must be finished.
 - g) **Accessories:** New ADA compliant bath accessories.

- h) **Call Stations:** Provide hardwired nurse call systems to exterior horn/strobe in all bedrooms. Must be installed beside or below ceiling light switches in bedrooms and bathrooms.
- i) **Plumbing:** Replace all fixtures and faucets with new ADA Compliant Water-Sense fixtures. Replace all tubs with new ADA compliant roll-in shower, surround, seat, and grab bars. Install new tub valve and trim.
 - (1) Roll-In Showers must have a collapsible water dam or beveled threshold that meets code. Shower Head w/Wand must be installed on a sliding bar and within code required reach ranges by the seat.
 - (2) An additional diverter must be installed to provide water to a shower head on the short shower wall in front of the seat, mounted 80 inches A.F.F.



Commission Meeting Date: December 3, 2024
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: First Amendment to Development Agreement with Context LLC for the remodel of the Kellergeist Pub Theater located at 111 Central Avenue to extend the reimbursement terms.

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

Initiated By: Matthias and Jolene Schalper, Context LLC, Owners

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

Action Requested: The City Commission approve the First Amendment to the Development Agreement with Context LLC for the remodel of the Kellergeist Pub Theater located at 111 Central Avenue.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the First Amendment to the Development Agreement with Context LLC for the remodel of the Kellergeist Pub Theater project.”

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 First Amendment to the Development Agreement with Context LLC pertaining to the previously awarded use of Downtown Tax Increment Financing (TIF) District Funds for the remodel of the Kellergeist Pub Theater at 111 Central Avenue.

Summary: On August 1, 2023, the City Commission adopted Resolution 10523, approving an expenditure of \$263,500 of Downtown TIF District Funds to be utilized for the remodel of the Kellergeist Pub Theater by Context LLC. Accompanying Resolution 10523 was a TIF Development Agreement that included a timeline of reimbursement for December 31, 2024. Work is currently underway for this project but due to unforeseen circumstances including construction delays, Context LLC is requesting an amendment to extend the timeline of reimbursement to December 31, 2025.

Background: Context LLC owns a contributing building in the Central Business Historic District located at 111 Central Avenue that dates back to 1887, originally known as Albercht Furniture. Context LLC is currently remodeling this historic building. The project includes extensive façade work including window replacement, wall repair, front awning repair, and concrete repair to the landing of the rear door that leads to the alley. Further, Context LLC will be improving public safety features including the addition of a fire suppression system throughout the building, creation of ADA compliant bathrooms, installation of indoor

and outdoor cameras, outdoor lighting, and replacement of the rear security door. The applicant chose to apply for TIF funding in 2023 through the approval of City Commission due to the aggregate amount requested exceeding the \$130,000 cap of the Downtown TIF programs reviewed and approved by staff. The project was originally expected to be completed by the end of 2024 but due to unforeseen circumstances, the timeline was extended to end of year 2025. This request does not modify the amount of the request, nor the scope of work, but rather extends the reimbursement period due to project delays.

Fiscal Impact: The First Amendment to the Development Agreement does not impact the funding amount that was previously approved as part of Resolution 10523. The request will necessitate the funds be held for a longer duration for the project, but Staff finds there is adequate funding in the Downtown TIF to fulfill the request with the extended timeline and not impact the City's ability to consider other requests. The City's Downtown TIF fund has a current cash balance of \$5,299,475.

Alternatives: The City Commission could not approve the amendment, which would impact the ability of the Applicant to request TIF reimbursement for the project.

Concurrences: The City's Legal Department has reviewed request.

Attachments/Exhibits:

- Amended TIF Development Agreement
- TIF Cash Flow Estimate FY25

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT is dated as of November 20, 2024 (this “**First Amendment**”), by and between the CITY OF GREAT FALLS, a municipal corporation of the State of Montana (the “**City**”), and CONTEXT, LLC, a Montana limited liability company (the “**Developer**”).

WITNESSETH:

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

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

WHEREAS, the Developer is in the process of remodeling a historic downtown building at 111 Central Avenue in the District, which includes repairs to the exterior and interior of the existing building for the establishment of Kellergeist Pub Theater, a theater venue (the “**Project**”); and

WHEREAS, the Developer submitted an Application for City of Great Falls Tax Increment Financing (TIF) Funds dated June 20, 2023 (the “**Application**”) for tax increment financing assistance with respect to improvements associated with the Project; and

WHEREAS, the City determined that it was appropriate to reimburse the Developer for the costs of the Project Improvements with Tax Increment, subject to the terms and conditions set forth in a development agreement; and

WHEREAS, the Commission, pursuant to Resolution 10523, duly authorized on August 1, 2023, after a duly called and noticed public hearing thereon, the City to enter into a Development Agreement dated August 1, 2023, which sets forth the obligations and commitments of the City and the Developer with respect to the Project, the Project Improvements and wherein the City agreed to provide \$263,500 of tax increment financing assistance with respect to certain qualified improvements associated with the Project if the Project Improvements are satisfied by December 31, 2024 (the “**Development Agreement**”);

WHEREAS, the Developer is requesting a one (1) year extension of the December 31, 2024 Term, as Provided in the Development Agreement, due to construction delays;

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

1. The foregoing recitals are incorporated by reference as though fully set forth herein. All capitalized terms used herein and not defined shall have the same meaning as set forth in the Improvement Development Agreement.
2. Section 7.3 of the Development Agreement shall be deleted in its entirety and replaced with the following Section 7.3:

Term of Agreement. If all conditions precedent for the reimbursement by the City of the costs of all Project Improvements have not been satisfied by December 31, 2025, this Agreement will terminate and the City will have no obligation to reimburse the Developer for costs of the Infrastructure Improvements. Otherwise, this Agreement will terminate when all obligations hereunder have been satisfied or discharged. Notwithstanding any termination of this Agreement, Sections 6, 7 and 8 shall in all events survive.

3. For clarity, the sections of the Development Agreement relating to the Term of Agreement shall each refer to the above amended Term of Agreement paragraph.
4. Except as modified by this First Amendment, the Development Agreement remains in full force and effect and unmodified and is hereby ratified and confirmed.
5. This First Amendment may be executed in one or more counterparts, each of which each of which shall be deemed to be an original instrument and all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the 20 day of November, 2024.

CITY OF GREAT FALLS, MONTANA

By _____
Gregory T. Doyon, City Manager

Attest:

[SEAL]

City Clerk

Downtown TIF Cashflow Projection Estimate

Date produced: 11/21/2024

		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
Projected ending cash if approved		\$ 4,452,374.00

*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
Total Fixed Annual Obligations	\$ 1,058,354.00	\$ 1,058,354.00

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	
Total Outstanding Project Obligations	1,788,947	525,000

*500k in FY 27



Commission Meeting Date: December 3, 2024
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Amend Funding Agreement and Approve Change Order: Electric City Water Park Splash Pad Installation O.F. 1810.1

From: Sylvia Tarman, Project Manager

Initiated By: Parks & Rec, Finance Department

Presented By: Sylvia Tarman, Project Manager

Action Requested: Amend Agreement and Approve Change Order for Electric City Water Park Splash Pad Installation

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) amending the CDBG Funding Agreement with an additional \$6,150.00, for a new total \$274,959.50 to the City of Great Falls – Park & Recreation for the conversion of the baby pool into a splash pad.”

And

“I move that the City Commission (approve/deny) a change order for Smith River Construction, Inc., in the amount of \$6,150.00 for the Electric City Water Park Splash Pad Installation Project, utilizing Community Development Block Grant funds, and (authorize/not authorize) the City Manager to execute the contract documents.”

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

Staff Recommendation: Staff recommends that the City Commission approve a change order for Smith River Construction Inc., in the amount of \$6,150.00 for the Electric City Water Park Splash Pad Installation.

Background: The Electric City Water Park Splash Pad Installation Project includes purchase and installation of a comprehensive splash pad package in the current baby pool area of the Electric City Water Park. This project was identified to be funded with Community Development Block Grant (CDBG) funds because it is a project that serves the general population of Great Falls and falls within an LMI area. The funding agreement for this project was approved by the City Commission in July 2022 for \$200,000.00.

Parks & Recreation staff worked with various splashpad vendors to obtain a satisfactory design and quote. Due to geographical location, it was difficult to find a contractor who could supply a reasonable quote to

do the work in Montana that wasn't totally cost prohibitive. Staff eventually obtained a satisfactory plan and quote from Play Space Designs, identified through Sourcewell, to complete the project. Play Space's preferred contractor was unable to meet the City's insurance and bonding requirements, so City staff decided it would be easier to separate the contract and only have Playspace provide the equipment. The Commission approved that purchase at the May 7th, 2024 commission meeting.

During that time, City Staff also identified the need to separate the demolition and installation of the equipment into separate contracts as well. This was due to the need to keep progress moving, as the hope was to complete the project before the summer 2024 opening. The installation was also identified as needing to be bid out due to state and federal statutes, which would take time. Most installers would either not be interested in doing demolition or their costs would be high, so Staff decided it would be more cost effective and faster to use a local contractor for the demolition. City staff obtained a quote from United Materials to complete demolition, and the Commission approved a contract for \$28,650.00 at the May 7th, 2024 meeting. Demolition began in mid-May, and wrapped up in early June. The Commission approved a \$2,500.00 change order for the demolition at the June 18th meeting.

City Staff put the installation of the splashpad equipment out for bid in early May 2024, and opened bids on June 7th, 2024. The City only received 2 bids, one of which was considered non-responsive. Smith River Construction, Inc. provided a bid of \$143,750.00, and the Commission approved that contract at the June 18th, 2024 meeting. At that time it was also necessary to update the original funding agreement from \$200,000.00 to \$268,809.50 to accommodate the added expense of all the work so far. The amended agreement was also approved at the June 18th, 2024 meeting.

Due to scheduling issues, and staff deciding it would be easier operationally and safety-wise to complete construction after the waterpark closed for the season, construction began in early September. Construction wrapped up at the end of October 2024, however a few additional items are needed to complete the project and restore the area around the Splashpad. Two trees at the fence line along the west side of the Splashpad were disturbed due to heavy machinery having to access the Splashpad area off of River Dr. Parks & Recreation staff are concerned that these trees will die off and requested that they be removed and the stumps ground as part of the project. The installation contractor has provided a quote to remove the trees, grind the stumps, remove the debris, as well as re-installing the fencing in that area. These items will complete the project and allow successful start-up in the spring. This work will be scheduled upon approval of this change order, but may not be scheduled until spring or when weather allows.

This change order will be paid for with additional CDBG funds, which requires amending the funding agreement. This will increase the overall project total to \$274,959.50. Staff has reviewed the proposal and current CDBG funding levels, and recommends approval of the Change Order.

Fiscal Impact: This is being funded using Community Development Block Grant funds. This Change order will increase the original contract amount from \$143,750.00 to \$149,900.00. This Change Order will increase the overall Project total to \$274,959.50

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

Attachments/Exhibits:

Smith River Construction Change Order #1-Splashpad
Smith River Estimate

Budget Summary
Revised Funding Agreement
Amendment #2 to Splashpad Funding Agreement

Change Order

No. 1

Date of Issuance: December 3, 2024

Effective Date: December 3, 2024

Project: ECWP Splashpad Installation	Owner: CITY OF GREAT FALLS	Owner's Contract No.: OF 1810.1
Contractor: Smith River Construction		Date of Contract: July 17, 2024
Contractor:		Engineer's Project No.:

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

Description: Removing 2 trees, grinding stumps, debris removal, re-installing fence

Attachments: (List documents supporting change):

Smith River Estimate

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 143,750.00

[Increase] [Decrease] from previously approved Change

Orders No. _____ to No. _____:

\$ _____

Contract Price prior to this Change Order:

\$ 143,750.00

[Increase] [Decrease] of this Change Order:

\$ 6,150.00

Contract Price incorporating this Change Order:

\$ 149,900.00

CHANGE IN CONTRACT TIMES:

Original Contract Times:

Working days 21 Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): N/A _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

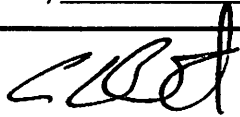
Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 11/19/24

Date: _____

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 subsequent 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, an 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.

Smith River Construction
2109 Vaughn Rd
Great Falls, MT 59404 US
smithriverconstruction@gmail.com

Estimate

ADDRESS
The City of Great Falls

ESTIMATE #	DATE
1191	11/06/2024

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	tree removal		2	2,500.00	5,000.00
	stump grinding		2	450.00	900.00
	mobilization		1	250.00	250.00

TOTAL **\$6,150.00**

Accepted By

Accepted Date

ECWP Splashpad			
-----------------------	--	--	--

Date Approved	Item	Amount	Status
5/7/2024	Design/Equipment Supply	\$93,909.50	Completed
5/7/2024	Demo	\$28,650.00	Completed
6/18/2024	Demo Change Order	\$2,500.00	Completed
6/18/2024	Installation	\$143,750.00	Completed
12/3/2024	Installation Change Order	\$6,150.00	Pending approval

Total \$274,959.50

7/5/2022	Original CDBG Funding Agreement	\$200,000.00	Complete
6/18/2024	Amendment #1	\$68,809.50	Complete
12/3/2024	Amendment #2	\$6,150.00	Pending approval

Total \$274,959.50

F. Amendment 2

Adjustment to total Community Development Block Grant Award as described in “2021/2022 Community Development Block Grant Agreement BY AND BETWEEN THE CITY OF GREAT FALLS, AND CITY OF GREAT FALLS - PARK & RECREATION” Application. Submitted on May 31, 2022.

December 3, 2024

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

- The CDBG funding amount budgeted to the project under Section 1, Subsection A; is increased from \$268,809.50 to \$274,959.50.

These changes neither reduce nor increase the intended scope described in the “CITY OF GREAT FALLS - PARK & RECREATION” Application, dated May 31, 2022 (Incorporated herein as Attachment E).

This Amendment shall become effective once signed by both parties.

City of Great Falls

Parks and Recreation Dept.

Date: _____

Date: 11/22/24

Signature: _____
Gregory T. Doyon, City Manager

Signature: Steve Herrig
Steve Herrig, Director

3/1/2021



Community Development Block Grant (CDBG) Application



3/1/2021

COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION



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3/1/2021

I. APPLICATION INSTRUCTIONS

A. INTRODUCTION

The City of Great Falls has a CDBG Program available through the Planning and Community Development Department. The Program is designed to meet low income housing and community development needs. Funds for this program are provided through the U.S. Department of Housing and Urban Development.

The City of Great Falls is accepting applications from qualifying candidates able to serve the Great Falls community. All applications that meet a National Objective and are deemed to be an Eligible Activity will be reviewed.

B. AVAILABLE FUNDS

A total of \$808,208 is available to qualifying projects within the City of Great Falls through this year's allocation of CDBG funding.

B. FEDERAL HUD REGULATIONS

1. **NATIONAL OBJECTIVES:** To be considered for CDBG funding a program or project must first meet one of the following National Objectives:

a. **Benefit to Low to Moderate Income (LMI) Persons**

To qualify for funding under the LMI category, the persons or households served must have income levels at or below 80% of the *area median income* (AMI) as set forth in the charts below. HUD requires stratified income data on beneficiaries. You will need to report which category beneficiaries fall into below 80% of AMI, 50% of AMI or 30% of AMI. This LMI National Objective can be achieved on an individual basis, limited clientele basis, or on an area basis (LMA) where the area or community that you are serving has a service area that is predominately LMI.

2020-2021 HUD Low to Moderate Income Guidelines for the City of Great Falls

Number in Household	1	2	3	4	5	6	7	8
80% AMI	\$40,000	\$45,700	\$51,400	\$57,100	\$61,700	\$66,250	\$70,850	\$75,400
50% AMI	\$25,000	\$28,600	\$32,150	\$35,700	\$38,600	\$41,450	\$44,300	\$47,150
30% AMI	\$15,000	\$17,150	\$19,300	\$21,400	\$23,150	\$24,850	\$26,550	\$28,250

** New income guidelines are expected in June 2021. All recipients will be required to update any forms used to collect beneficiary information whenever new income guidelines are made available.

b. **Elimination of Slum and Blight**

To qualify for funding under this National Objective activities should be carried out to address one or more of the conditions which have contributed to the



3/1/2021

deterioration of an area designated as a slum or blighted area or activities that eliminate specific conditions of blight or physical decay on a spot basis. *(Please note that there are Federal Regulations on the amount of funds that can be used for this type of National Objective.)*

2. **LIST OF ELIGIBLE ACTIVITIES:** In addition to meeting a National Objective, each project must be an Eligible CDBG Activity according to 24 CFR Subpart C.

3. **LIST OF INELIGIBLE CDBG ACTIVITIES**

- a. Reimbursement for expenses that have already been accrued.
- b. Income payments.
- c. Supplanting or substituting expenses currently paid for by other sources.
- d. Political activities and lobbying.
- e. Purchase of equipment, specifically for construction but also including furnishings and personal properties.
- f. Private non-profit agencies seeking funding for staff salaries, benefits, office consumables, and rent payments for agency office space or utility costs.
- g. Public Facility applications not carried out by a City Department.
- a. Anything else identified as ineligible according to 24 CFR Part 570.

4. **THE CITY OF GREAT FALLS' CDBG GOALS AND PRIORITIES**

- a. The City will prioritize Public Services that meet the needs of our homeless population, health/mental health needs, and underserved youth this year; however applications are not only limited to these activities. Public Service activities must demonstrate that it will be a new service OR a quantifiable increase in the level of service provided.
- b. The City will provide Housing Rehabilitation funds to address Public Housing Needs through Public Housing Authority Modernization.
- c. The City will prioritize Public Facility projects that meet handicap accessibility, public parks, public safety, public recreation, as well as slum and blight removal; however applications are not only limited to these activities.



3/1/2021

D. APPLICATION GUIDELINES

1. **CDBG Application:** Provide an eligible CDBG program that serves low to moderate-income residents or businesses in the City of Great Falls or addresses Slum or Blight. Please complete and submit the CDBG Application, a Budget, plus relevant attachments.
2. **FUNDING REQUEST RESTRICTIONS:**
 - a. **Minimum Grant Request: \$10,000**
3. **SUBMISSION GUIDELINES**

All applications must follow the formatting described below or be subject to penalty points:

- a. Separate applications for each program requesting funds shall be submitted;
- b. Applications must be typewritten and the fillable form completed with additional information attached as requested;
- c. All sections and narrative questions must be labeled, page numbering is encouraged;
- d. Maps and larger sections must be shrunk to fit onto an 8 ½ x 11” paper;
- e. All checklists provided must be completed;
- f. Page limits listed on the checklist must be followed, additional pages may not be forwarded to the Municipal Grant Committee for review;
- g. Required and supporting documents shall be labeled and placed in an appendix. Extraneous information will not be considered;
- h. The following required documents must be attached:
Non-profit applications: verification of 501(c)3 status; agency organizational chart; most recent agency operating budget; most recent audit or if not available the most recent 990 financial statement; copy of by-laws; current board list.
- i. Project Timeline: describes when the program will occur with specific dates and times
- j. All applications shall be **complete**, approved, and signed by the Board of Directors, the Executive Director, or other Responsible Person.
- k. All applicants must be registered at <https://sam.gov/SAM/> at the time of APPLICATION SUBMISSION so a search can be conducted regarding debarment from receiving federal funds. There is no cost for registration. The entity’s legal name, address, and DUNS number must match the information provided on the application for funding. If registering or updating on <https://sam.gov/SAM/> the applicant must OPT-IN for public view.



3/1/2021

E. REVIEW PROCESS AND SCORING

1. REVIEW PROCESS

The Grant Review Team will consist of members from the Municipal Grant Committee. The Grant Review Team will review and score all applications based on the scoring categories. The Grant Review Team’s recommendation will be given to the City Manager and City Commissioners for vote and approval.

2. SCORING CATEGORIES AND POINT DISTRIBUTION

Applications will be rated and ranked on the basis of their responses to the application elements.

- 1. Project Description.....10 points
- 2. Need for the project and CDBG funds.....45 points
 - a. 15 points – how it will meet the identified needs outlined in the Annual Action Plan.
 - b. 15 points – the number of individuals served
 - c. 5 points – are you addressing one of the higher priority needs from the Annual Action Plan
 - d. 10 points – how the applicant assessed the need in the community
- 3. Project management.....15 points
- 4. Readiness to proceed.....15 points
- 5. Project budget.....10 points
- 6. Partnership/Collaboration5 points

F. RESERVATION OF RIGHTS

The City of Great Falls reserves the right, at its sole discretion, to award all, a portion, or none of the available CDBG funding, and may reject any and all proposals based on the quality and/or merits of the proposals, or when it is determined to be in the public interest to do so. Furthermore, the City may extend deadlines and timeframes, as needed.

The City of Great Falls reserves the right to substantiate any applicant’s qualifications, financial information, capability to perform, funding availability, as well as past CDBG performance.

The City of Great Falls reserves the right to waive any informalities in proposals, to accept any proposal or portion thereof, and, to reject any and all proposals, should it be in the best interest of the City to do so.

G. POST AWARD AND SUB-RECIPIENT CRITERIA

All awards are subject to the City’s receipt of its CDBG appropriation from the U.S. Department of Housing and Urban Development. All awards are subject to pre-contract negotiations with the recipient.

The City of Great Falls is committed to monitoring the performance of grant recipients to ensure that Federal funds are used appropriately and in a manner to maximize low and



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moderate income public benefit. Grant recipients include Town/City departments, divisions, outside social service agencies, non-profit organizations and local businesses. Monitoring each grant recipient ensures that the goals and objectives identified within the City's Annual Action and Consolidated Plans are met. Copies of the monitoring reports are kept in the Planning and Community Development Office.

Recipients that do not comply with the Post-Award and Sub-Recipient Criteria listed below will forfeit their award of CDBG funds. The forfeited funds will be then returned to the CDBG program for reallocation.

- CDBG recipients shall not incur any costs or obligate any CDBG funding until an agreement between the City and the recipient is executed, an environmental review is complete, and a Notice to Proceed (NTP) has been given.
- CDBG recipients shall ensure recognition of the role of the City of Great Falls in providing funding for their projects.
- All non-profit recipients must provide the following insurances:
 - Commercial General Liability Insurance of \$1,000,000 with the City listed as an additional insured
 - Worker's Compensation Insurance
 - Unemployment Insurance
 - Automobile Liability
- CDBG recipients will be required to maintain accurate records documenting targeted populations and/or areas being served by the program or project. CDBG recipients will provide quarterly reports to the City demonstrating the above eligibility requirements are being satisfied. The CDBG recipients must collect and track data elements associated with the program/project requesting funding.
- Recipients will be asked to provide a final summary reporting all accomplishments and outcomes to be provided to HUD and the public. This includes a description of the impact or outcomes of the program or project.
- Sub-recipients are required to:
 - Collect and track data elements associated with the program/project requesting funding. These elements may include: the number of persons/households/businesses served, family size, race/ethnicity, income documentation, and residency documentation. Additional elements such as underwriting for business programs will be required, collected and tracked depending upon the nature of the program.
 - Submit performance reports to the City on a quarterly basis. The reports are reviewed for accuracy, performance measures and compliance. In addition, on-site monitoring/auditing of agencies for ongoing compliance and eligibility is

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done by the City to ensure income guidelines and residency are being met and goals are being reached.

- Payments: Invoices or requests for payments will be paid based on a fee per unit of service provided; *backup information substantiating the invoice is required*. Quarterly funding requisitions will then be based upon the number of units provided and the cost for delivering that service.



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COMMUNITY DEVELOPMENT BLOCK GRANT

II. CDBG APPLICATION

A. COMPLETE APPLICATION CHECKLIST

Please submit each section of the application:

- A. CDBG Application Checklist – this page, *limit 1 page*
- B. CDBG Application Cover Page, *limit 1 page*
- C. CDBG Application Worksheet, *limit 3 pages*
- D. CDBG Application Narrative, *limit 6 pages*
- E. Budget: Revenues and Expenditures, attached separately, *limit 1 page*
Budget worksheet MUST match budget listed on the Cover Page, Summary page, and in the narrative

Required documents for non-profit organizations:

- Verification of 501(c)3 or 6 Status, *limit 1 page*
- Agency Organizational Chart to show how the proposed program fits into the overall organizational structure; include program staff or positions, *limit 1 page*
- Most Recent Agency Operating Budget *Summary*, *limit 1 page*
- Most Recent Independent Auditors Report and identified findings or if an Audit is not available the most recent 990 Financial Statement
- Agencies By-laws
- Complete list of Board Members

Signature of the Executive Authority

Date

Patty Reardon _____ 12/17/21

Patty Reardon _____ Deputy Park + Recreation Director

Name Title



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B. CDBG COVER PAGE, *limit 1 page*

CDBG COVER PAGE

Service Type: Public Services
 Public Improvements
 Public Housing Modernization /Rehabilitation

National Objective Type: Low Moderate Income Slum Blight Removal

Operating Agency: City of Great Falls

Mailing Address: 100 River Drive South, Great Falls Mt, 59405

SAM Identification Number: 1BBK

DUNS Number: 06-026-7093

Tax ID Number: 81-6001269

Project Name: Electric City Water Park Baby Pool Conversion

Project Address: 100 River Drive South, Great Falls Mt, 59405

Executive Director: Steve Herrig - sherrig@greatfallsmt.net

Email Address: above

Contact Phone Number: 406 791-8980

Project Director: Erica McNamee - emcnamee@greatfallsmt.net

Email Address: above

Contact Phone Number: 406 727-6099

Financial Contact: Sarah Griffin - sgriffin@greatfallsmt.net

Email Address: above

Contact Phone Number: 406 791-8986

**Amount of CDBG funds requested: \$220,000
\$225,000**

Total Project/Program Budget:

Estimated Number of People to be served: 30,000



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C. CDBG WORKSHEET, limit 3 pages

1. HUD National Objective. All CDBG programs must serve one of the following:

- Low and Moderate Income:** an activity which provides benefits to a specific group of persons who qualify as LMI.
 - Individual Basis Limited Clientele Basis Area Benefit Basis
- Slum and Blight Removal:** an activity which aims to prevent or eliminate slum and blight in a designated area or on a spot basis.

2. Beneficiaries

- a. Describe the beneficiaries or clients served by the program.
 Converting the baby pool to a zero depth splash pad will benefit not only young children, but also individuals with disabilities; providing a much needed inclusive recreational facility for the community.
- b. How many will be served by the proposed program? (unduplicated -per year)
 During the summer of 2021 the Electric City Water Park had 22,020 patrons visit the park. It would be safe to say that 75% of those were single time users and of those a third utilized the baby pool, so roughly 5,500 individuals.
- c. How many are *low to moderate income residents*? See income data in the instructions.
 The Electric City Water Park is considered LMI. The current LMI is 66.45%
- d. What percentage of total clients are low to moderate income residents of the City? (*To calculate = D/B * 100; Must be > 51%*)
 The current LMI is 66.45%

3. Documentation

- a. How will the beneficiaries' information be collected and documented?
 The beneficiaries is a presumed quantity due to the LMI status. Numbers of people served are tracked daily/monthly/annually.
- b. How will the units of service be tracked and documented?
 The units of service are easily tracked and documented through RecTrac. Reports can be pulled specifying the number of youth passes sold.
- c. How will the outcomes be measured, collected, and documented?
 The Electric City Water Park is an established LMI benefit. See a & b.

4. Performance Objective - Select only one objective based on the project's need.

- Suitable Living Environment** - Applies to the activities that are designed to benefit communities, families or individuals by addressing issues in their living environment.



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- Decent Affordable Housing - Applies to housing activities where the purpose of the program is to meet individual family or community needs and not programs where housing is an element of a larger element.

5. **Performance Outcome** - Select only one outcome based on the project’s purpose.

- Availability/Accessibility - Applies to activities that make services, infrastructure, housing, or shelter available or accessible to low-to moderate-income people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the affordable basics of daily living available and accessible to low-to moderate-income people.
- Affordability - Applies to activities that provide affordability in a variety of ways in the lives of low-to moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hookups or services such as transportation or daycare.
- Sustainability – Promoting Livable or Viable Communities applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to low-to moderate-income people by removing or eliminating slums or blighted areas through multiple activities or services that sustain communities and neighborhoods.

6. **Other Funding.**

Have you applied for other funding?

- No Yes

If, yes, were you awarded other funding?

- No Yes – Explain: _____

Please limit the CDBG Worksheet to 3 (three) Pages.



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D. CDBG APPLICATION NARRATIVE

Please answer the following questions; you have a maximum of 6 single-sided pages. Be as direct and specific as necessary.

1. Program Description

Describe the program being proposed. Make sure to explain the “who, what, when, and where”. Is this a new program or an expansion of an existing program?

The baby pool at the Electric City Water Park (ECWP) is currently hindered by several mechanical and operational inefficiencies. The water flow going into the pool is running too fast and hard for the water to heat, which is causing the boiler to run ineffectively in order to heat the water. The water flow of the baby pool cannot be changed and the boiler needs to stay operational in order to maintain the chemical stability of the pool. Another mechanical problem at the baby pool is that the chlorinator is no longer operable. The chlorine needed must be hand fed. The baby pool is currently using more chlorine to operate than the other two pools on the property combined (Mitchell Pool, 50 meter pool, and the Flow Rider and Lazy River).

In addition to mechanical problems the baby pool is not running as efficiently as it could operationally. Due to the depth of the pool, the area must be staffed with a lifeguard during operating hours. The depth of the pool also creates further liability to the facility and City.

By converting the baby pool into a splash pad, the ECWP will eliminate current mechanical and operational inadequacies. With the conversion of the splash pad the area will no longer require a lifeguard on duty during operating hours, which is a savings of \$7,000 per season. The boiler and chemical pumps would be removed and the water would no longer need to be chlorinated, a cost saving of \$3,000 per season. The room where the current boiler and chemicals are located could be repurposed into storage or party room, which could provide the ECWP additional revenue.

2. Need for the Program and CDBG Funds as it relates to community need

Describe the need in our community and why CDBG funds are essential to address this need.

The Electric City Water Park is an important complex to the community, serving families, adults and children in the area as well as drawing visitors to the community providing positive economic impact. The ECWP was identified as a need in the Park and Recreation Master Plan for improvements estimated at \$500,000. Improvements to the bath house were made in the summer of 2019 with the combination of Great Falls Park District Number 1 and CDBG funds. The baby pool is mechanically and operationally running inefficiently. The conversion of the baby pool to a splash pad will not only address the inefficiencies, but also create an all-inclusive feature to the ECWP that will benefit individuals with disabilities.

According to a survey done by Recreation Management, 12.6% of all Americans have disabilities and splash pads are the #1 most requested amenity in parks and recreation. This splash pad will offer an all-inclusive community gathering place, not just for



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children and individuals with disabilities, but for care givers as well. A splash pad is a fun safe place with less liability then the current baby pool and at minimal investment.

3. Project Management

Define who will manage the project and how they will manage it. Describe the applicant’s experience in delivering and managing this or similar programs. Please summarize current licensing and accreditations obtained.

Erica McNamee, Recreation Manager will be the Project Manager for the City. Rain Drop is a national company located in Ashland, Ohio and is a supplier of play features for pools and splash pads. Rain Drop is a provider for Sourcewell which will insure a competitive price for this project and will eliminate the necessity for getting bids as that process has been completed by Sourcewell. Rain Drop will design and implement the project. The project will include design, contracting for installation, and project management through completion of the splash pad, all completed by Rain Drop.

4. Readiness to Proceed

Describe the steps that have been completed or must be completed to initiate the project. These may include community support, staffing, securing an appropriate location, marketing, and networking. Describe the program’s timeline with dates and times, including the earliest possible start dates, end dates, and milestones as applicable.

Staff has had several conference calls and written correspondence with Rain Drop to coordinate all details of this project. In addition, staff has met with City of Great Falls staff from Engineering, Water Plant and Waste Water Plant to insure the utilities in place can handle the needed water flow and discharge of water. It has been determined that those needs can be met. Project design, construction documents and contracting with a company for installation of the splash pad including all permits and inspections will be completed by Rain Drop. Park and Recreation staff will remove existing equipment.

If Park and Recreation is successful in receiving this CDBG grant, we will enter into a contract with Rain Drop. Upon approval of the contract and completion of a purchase order, the time line will be as follows:

4 weeks

1. First shipment of equipment will be received from Rain Drop. Shipment will include all below ground sprays and control equipment.
2. Construction starts (weather permitting) and will take 2-3 weeks

10-12 weeks

1. Second shipment will be received from Rain Drop.
2. Features will be set by installer and system start up is performed. Installer will be on site 5-6 days.

It is the intent to have the project complete and operational prior to the Water Park opening in June 2022. The latest the project would be completed is fall of 2022.



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5. Budget for the Project

Provide a narrative explaining the budget and expenses for the program. Describe exactly what and who the CDBG funding will pay for in this program. Please ensure that budget amounts listed in the narrative match the cover page and budget worksheet. Funds requested for this project (\$220,000) would be paid to Rain Drop and would include project design, project management, all equipment and all installation to complete the splash pad. Park and Recreation staff will provide in-kind labor, estimated at \$5,000, to remove existing equipment.

6. Partnerships, Collaboration, and Outreach

Describe how you are collaborating with other non-profit organizations to form a cohesive approach to meeting the needs of our community. What steps will you take to make sure there is not a duplication of services? How will you reach out to families or businesses in need?

Park and Recreation is a department of the City of Great Falls. The mission statement for Park and Recreation is: "Provide innovative programs and amenities to enhance the environment and encourage a healthy lifestyle." This project will insure that we continue to provide a great community facility and add an all-inclusive element that provides safe entertainment all summer long. In addition, it will increase the use by Americans with disabilities affording them the same opportunities as other community members. The installation of the all-inclusive splash pad will be a community amenity unique to the Electric City Water Park. The Water Park is also a tourist attraction which has a positive economic impact on other local businesses and the community. The ECWP is a public facility that is accessible to all and serves public recreational needs. Members of the local community, visitors or travelers from afar can obtain information regarding the park through the City website, Park and Recreation Facebook page, radio ads, emailing or calling any of our Park and Recreation facilities.

E. BUDGET: REVENUES AND EXPENDITURES, *limit 1 page.*

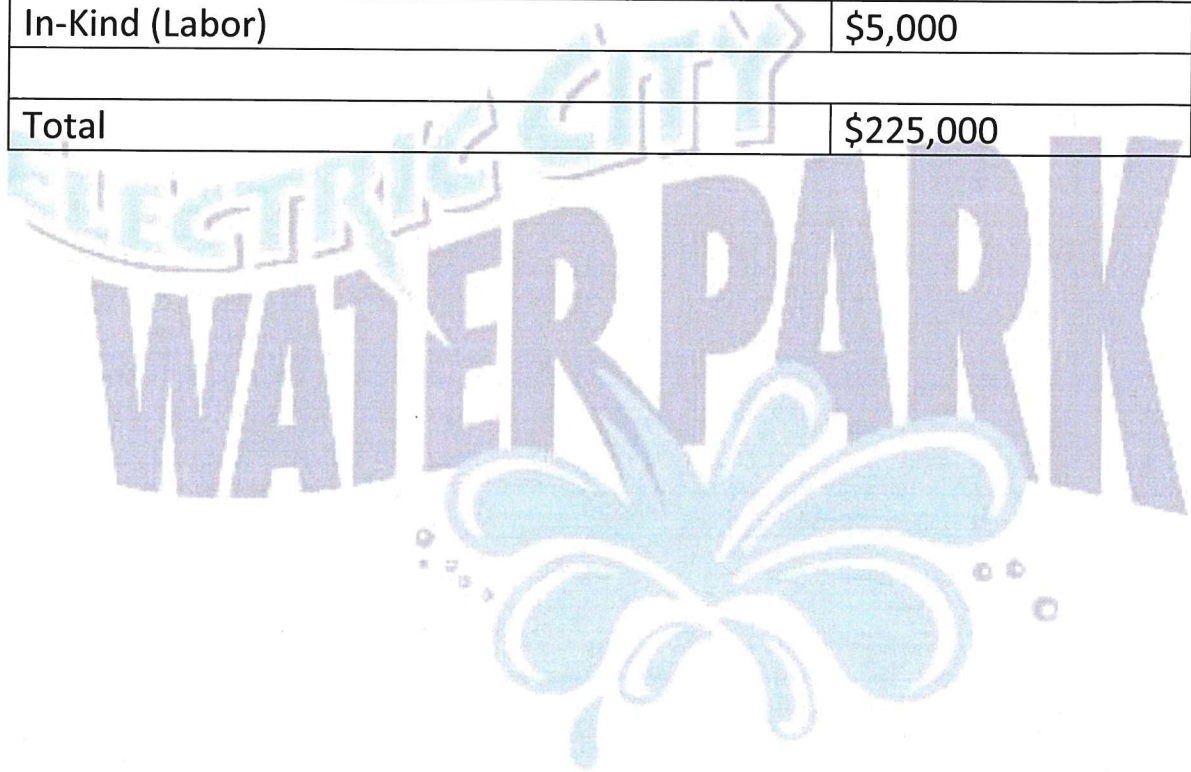
Clearly outline any other funding sources and each expenditure including what funding will be utilized for each line item. This should be included in a separate attachment.

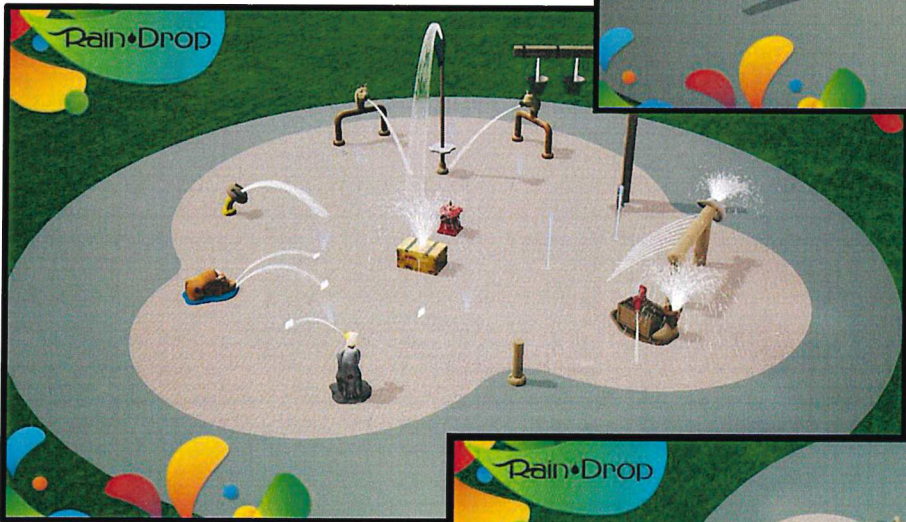


E. BUDGET: REVENUES AND EXPENDITURES

The Electric City Water Park baby pool conversion revenue and expenditures

Expenditures	
Rain Drop (Design, Installation contract, Project Management)	\$220,000
Total Grant Requested	\$220,000
In-Kind (Labor)	\$5,000
Total	\$225,000





F. Amendment 1

Adjustment to total Community Development Block Grant Award as described in “2021/2022 Community Development Block Grant Agreement BY AND BETWEEN THE CITY OF GREAT FALLS, AND CITY OF GREAT FALLS - PARK & RECREATION” Application. Submitted on May 31, 2022.

June 18, 2024

The proposed amendment to the Grant Agreement Between the City of Great Falls and the Parks and Recreation Department has been reviewed and approved by both parties. The changes listed below and in the attached documents are the only changes to the original agreement. The remaining terms of the original agreement remain in full force and effect. The contract is amended as follows:

- The CDBG funding amount budgeted to the project under Section 1, Subsection A; is increased from \$200,000 to \$268,809.50.

These changes neither reduce nor increase the intended scope described in the “CITY OF GREAT FALLS - PARK & RECREATION” Application, dated May 31, 2022 (Incorporated herein as Attachment E).

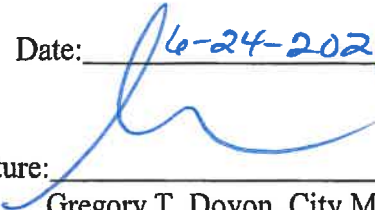
This Amendment shall become effective once signed by both parties.

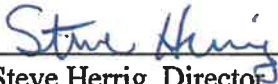
City of Great Falls

Parks and Recreation Dept.

Date: 6-24-2024

Date: 6/13/24

Signature: 
Gregory T. Doyon, City Manager

Signature: 
Steve Herrig, Director



Commission Meeting Date: December 3, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Alternative Project Delivery Contract Award – General Contractor Construction Manager Services: Sewage Lift Station No. 1 and Supplemental Forcemain Improvements, OF 1758.1

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Award a General Contractor Construction Manager (GCCM) contract to Prospect Construction, Inc. for Construction Services for the Sewage Lift Station No. 1 and Supplemental Forcemain Improvements project.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) a General Contractor Construction Manager (GCCM) Construction Contract to Prospect Construction, Inc. for Construction Phase Services at a Guaranteed Maximum Price (GMP) of \$7,456,692.00 for the Sewage Lift Station No. 1 and Supplemental Forcemain Improvements 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: Award a GCCM Construction Contract to Prospect Construction, Inc. for Construction Services for the Sewage Lift Station No. 1 and Supplemental Forcemain Improvements Project, OF 1758.1.

This recommendation is submitted concurrently with a separate recommendation to award a Professional Services Agreement (PSA) to TD&H Engineering for engineering construction phase services for the project. Staff highly recommends that the City Commission award both the TD&H PSA Construction Phase Services and the Prospect Construction, Inc. GCCM Construction Contract.

Background:

This Project will implement recommendations from the June 2021 *Feasibility Study for Sewage Lift Station No. 1 Supplemental Forcemain*, including improvements and repairs to Lift Station No. 1 (LS1), which pumps sanitary wastewater across the Missouri River to the City’s Wastewater Treatment Plant (WWTP). On April 16th, 2024, staff facilitated a Work Session to discuss a \$9 million budget shortfall that was discovered during the design phase of the project. The General Contractor Construction Manager

(GCCM) identified the budget discrepancy well before construction started and as a result the scope of the project was modified to focus on LS1 improvements in Phase 1. A future Phase 2 project will focus on the forcemain.

Phase 1: LS1. 1, constructed in 1976, is the City's second largest pumping station, pumping approximately 40-45% of all raw wastewater throughout the city to the WWTP. The current stormwater pumps and associated ball valves are deteriorating and parts are no longer available for needed repairs. The bar screen, installed in 1986, has difficulty screening rags/debris during high flows due to its large $\frac{5}{8}$ " screen openings, while modern screens are either $\frac{1}{4}$ " or $\frac{3}{8}$ ". The exhaust fan is vital for safely removing Hydrogen Sulfide (H₂S) from the building and it is currently at its end of life cycle. The wet well repairs and replacement of six sluice gates are required since two of the gates no longer operate due to corrosion and the other four gates are approaching the same condition.

The renovation of LS1 provides future reliability of pumping of raw wastewater to the WWTP, minimizing the risk of service interruption, wastewater bypassing to the Missouri River, regulatory exposure, and environmental damage associated with aging equipment. Upgrades and repairs to LS1 include replacing stormwater pumps, bar screen, internal water system replacement, wet well repairs, exhaust fan replacement, door replacement, installing generator, automatic transfer switch, and miscellaneous concrete repairs.

Significant Impacts:

The work to be undertaken for the Sewage. LS1 and Supplemental Forcemain Improvements Project will result in substantial improvements and efficiencies for the City's wastewater treatment operations. This is Phase 1 of an anticipated two phase project to construct a redundant river crossing. Completing these projects will reduce the severity of an S.O.S. due to extreme rain events and/or the older 1979 forcemain breaking.

Workload Impacts:

There are no foreseen adverse impacts to workloads for City staff with the approval of this item. Public Works staff will continue to provide project management and collaboration support for the project in the same manner as a traditional Design Bid Build project.

Project Work Scope:

The detailed scope of construction services is provided on the attached "GMP Agreement."

Conclusion:

The project will result in providing the necessary upgrades and improvements to LS1 and a redundant force main crossing from LS1 to the Waste Water Treatment Plant. The project was selected, prioritized, and executed in accordance with the Public Works Capital Improvement Program, and budgeted utilizing ARPA Funds and Sewer Treatment Unassigned Capital Funds. City staff recommends approving the GMP Agreement with Prospect Construction, Inc., in the amount of \$7,456,692.00.

Fiscal Impact:

The project has been selected, prioritized and executed in accordance with the Public Works Capital Improvements Program. State ARPA Minimum Allocation Grant funds (\$3,854,585.00), State ARPA Competitive Grant funds (\$2,000,000.00), and the remainder being provided by the City Sewer Treatment funds are programmed for funding this project.

Concurrences:

Legal Department, TD&H, Veolia

Alternatives:

The Commission could vote to table the projects until the next commission meeting potentially pushing out the contract execution and subsequent submittal/design efforts of the suppliers. This will push out the anticipated lead time for the equipment, which will have schedule impacts for the project along with associated cost impacts. The additional overhead costs could be upwards of \$420,000.

The City Commission has the option to not award and instruct Staff to cancel the construction contract. This could lead to higher costs associated with improvements and repairs to LS1 at a later date. This would lead to missing the 12/31/2025 deadline for spending ARPA grant funds and burden the City with expenses intended to be covered by grant funding when this project is completed at a later date.

Attachments/Exhibits:

GMP Agreement

Project Summary Sheet

Guaranteed Maximum Price Agreement

Prospect Construction is pleased to provide this Guaranteed Maximum Price Proposal for the *Sewage Lift Station No. 1 and Supplemental Forcemain Improvements* project, Office File 1758.1. The total proposed amount, inclusive of GCCM contingency, is \$7,456,692 (Seven Million Four-Hundred Fifty-Six Thousand Six-Hundred Ninety-Two Dollars).

This Guaranteed Maximum Price Proposal has been created based on the following documents:

- 1) Sewage Lift Station No. 1 and Supplemental Forcemain Improvements Manual O.F. 1758.1 dated July 29th 2024 (attached)
- 2) Sewage Lift Station No. 1 and Supplemental Forcemain Improvements Drawings, O.F. 1758.1 dated September, 2024 (attached)
- 3) Geotechnical Engineering Report – City Sewer Crossing – Missouri River Lift Station No. 1 – Supplemental Force Main dated December 2022, as prepared by TD&H Engineering
- 4) Addenda:
 - None
- 5) Great Falls Sewage Lift Station No.1 and Supplemental Forcemain Improvements - GMP Schedule dated 11/7/2024, as prepared by Prospect Construction.

Guaranteed Maximum Price Submittal Attachments:

- 1) **Guaranteed Maximum Price Agreement**, prepared by Prospect Construction Inc.
- 2) **Guaranteed Maximum Pricing Breakdown**, prepared by Prospect Construction Inc.
- 3) **GMP Construction Schedule**, prepared by Prospect Construction Inc.
- 4) **Division of Work Packages**, prepared by Prospect Construction Inc.
- 5) **Construction Contract** latest revision provided by TD&H dated 10/31/2024, negotiated between TD&H Engineering and Prospect Construction Inc, upon which the GMP was based.
- 6) **Project Manual** titled *_21-217 100% COGF Submittal*, Prepared by TD&H Engineering, upon which the GMP was based.
- 7) **Project Drawings** titled *_21-217_2024.09.16_LS#1 Final Drawings*, prepared by TD&H Engineering, upon which the GMP was based.

Scope of Work Clarifications:

Division 01

- This proposal has provided pricing for the General Conditions of the contract for a duration of 14 months of construction and 4 months of administration/management efforts outside of the construction period (from mobilization to de-mobilization).
- This GMP was developed based on the sequence of work and construction schedule contained herein. Any increases to the duration, or re-sequencing required, due to forces outside of the control of the GCCM, will impact the GMP amount.

- The GMP was developed based on the Construction Contract Revision dated 11/7/2024. This GMP is contingent on the execution of mutually negotiated terms therein.
- This GMP excludes all special inspections, Owner QC/QA Testing, professional engineering and/or design of permanent fixtures.
- The GMP was created based on the division of work packages contained in the *Proposed Division of Work Packages* included in this submittal.
- This GMP does not include any allowances for material or work package price escalation. Prospect Construction anticipates executing subcontracts and purchase contracts with major vendors and suppliers within 30 days of bid or proposal deadlines. If the execution of an agreeable and Owner approved contract is delayed due to reasons beyond the GCCMs control, then any cost increases associated with procuring and executing alternate contract coverage shall be compensated from the GCCM Contingency.
- Upon receipt of bids for specific work packages or quotes for material supply, if the lowest responsible bid is greater than the amount budgeted for the work package, then the difference between the budget amount provided for in the GMP and the award amount shall be compensated from the GCCM Contingency.
- Procurement costs associated with Early Work Amendment #2: Plug Valves 16in. and Greater; and Early Work Amendment #3: Vertical Turbine Pumps and VFDs; have not been incorporated into this GMP proposal. Labor and materials for the installation of equipment procured under the above Early Work Amendments has been included in the GMP. Upon execution of the Construction Contract Agreement, the scope of supply and costs associated with these Early Work Amendments shall be incorporated into the GMP, so that any cost overruns or underruns related to the Early Work Amendments shall be managed in the same fashion as a GMP work package.
- Procurement costs associated with Early Work Amendment #1 have been included in the GMP, including complete supply and installation costs of the proposed generator, ATS #1, and ATS #2.
- ~~Builders Risk Insurance has not been provided for in the Project Manual, and is not included in the GMP. Once Builders Risk requirements are provided, the associated cost of builders risk shall be incorporated into the GMP.~~
- Insurance Requirement have not been provided in the Project Manual. Any additional insurance coverage above Prospects standard policy limits is not included in the GMP.
- Special Provision 05 – No overtime cost for engineering or inspection effort required to carry out inspection services has been provided for in the GMP. Inspections and Owner QA/QC associated with work that is required by specifications to be performed outside a standard workday has not been included in the GMP.
- Special Provision 07 – Coordination with Utility Companies is included in the GMP pricing. It is Prospect’s understanding that there will be no charges to the project from utility companies for improvements made to their infrastructure. No cost payable for any utility company charges or work has been included for in the GMP.

- Special Provision 10 – It is anticipated that the city will allow the use of the project site for material storage and staging. Prospect will coordinate with Owner to ensure Viola, the City, or any agents or representatives of the City, have reasonable site access to operate and maintain the facility.
- Special Provision 15 – Prospect does not anticipate encountering hazardous materials. Materials encountered that require special or HAZMAT disposal requirements shall be considered a change of conditions.
- Special Provision 16 – Budget has been included in the GMP for the replacement of some asphalt in the parking lot directly east of the property, due to heavy truck traffic that will need to utilize the approved access route and staging are within the lot. All asphalt replacement required due to damage from construction operations shall be compensated under the GMP.
- Special Provision 20 - Contaminated Soils are not anticipated on this project. This GMP provides no allowance for any effort to test, manage, abate, dispose of, or treat contaminated soil or groundwater. Dewatering budget included in the GMP only covers general sediment mitigation efforts that would be considered standard for dewatering operations.
- Traffic Control – Prospect does not anticipate a traffic control plan or setup to be required on the project, aside from the installation of temporary signage. If additional requirements are placed on the project requiring a traffic control plan and setup, then those added requirements will increase the GMP.

Division 02

- Earthwork, Dewatering, and Shoring work packages have been estimated based on the *Geotechnical Engineering Report – City Sewer Crossing – Missouri River Lift Station No. 1 – Supplemental Force Main dated December 2022*. Increases to the level of effort required for shoring, excavation, or dewatering due to differing site conditions from the Geotechnical Report shall be compensated via Change Order or Owner’s Contingency, at the Owners discretion.
- Information on the existing forcemain pipe has been provided based on the Engineers’ research into previous project installations. Based on this information, it is assumed that the proposed 24” forcemain connections can be made with standard industry products, such as restrained transition couplings, without significant forcemain modification or additional pipe materials not shown in the drawings. Effort has been budgeted in this GMP for moderate modification to the existing pipe such as grinding the existing pipe wall to accommodate an industry standard restrained transition coupling. If it is discovered through the course of construction that the existing forcemain cannot accept an industry standard transition coupling with moderate modification to the existing pipe (e.g. grinding/cleaning), then cost associated with additional effort to tie-in to the existing forcemain will increase the GMP amount.
- Based on documentation provided in the Contract Documents and prior correspondence, Prospect does not anticipate any Lead-Based Paint abatement. Coating materials specified

for removal that are identified as Lead Containing Paint shall be properly removed, handled, and disposed of per contract requirements. Any abatement of Lead-Based Paint will increase the GMP amount.

- 02740: Forcemain Bypass – No bypass effort has been included in the GMP. It is understood by Prospect that the Owner shall operate and remain responsible for all Lift Station equipment during shutdowns or while bypassing facility flows through the 16” permanent bypass pipe. Prospect will ensure Viola and/or the City is provided with a request to bypass for approval at least 48 hours prior to any needed bypassing. Responsibility for proper installation of the permanent 16” bypass pipe and associated connections shall be the GCCM’s.
- Prospect understands that the language contained in Specification 02740 – 1.1.C is to be deleted and replaced with the following language: *Contractor shall be responsible for damages directly arising from work performed by the Contractor. The Contractor’s insurance must include coverage for damages directly arising from work performed by the Contractor. Bypass infrastructure located in public use areas shall not pose a health or safety hazard to pedestrians or vehicle traffic.* Changes to the above specification modification will increase the GMP.
- 02919: Topsoil – It is anticipated that existing topsoil will be approved for re-utilization at the end of the project, without testing or property modification/amendment requirements. Imported topsoil, if necessary, shall be provided per project specifications

Division 05

- No information was provided on a potential new cover plate over the proposed stop log assembly. A small allowance was provided in the GMP for fabrication of a metal cover and angle ledger. If an engineer provided detail increases the material cost or labor effort, or requires any delegate/deferred design, then those additional costs shall increase the GMP.

Division 11

- 11170: Mechanically Cleaned Bar Screen – Prospect anticipates that the new Huber Rakemax bar screen is a direct dimensional replacement of the existing bar screen. Minor concrete modifications such as grinding, patching, and cutting anchors to allow the installation of the proposed bar screen are included in the GMP. No major structural additions, modifications, or demolition required to install the bar screen is included in the GMP.
 - Prospect anticipates that the slide gates used to isolate the bar screen channel are watertight. No cost is included for work on the existing slide gates to make them watertight, or to otherwise mitigate water inflow into the bar screen channel.
 - Installation of the bar screen will require bypassing the bar screen channel via gravity flow through the secondary, manual bar screen, and into the Stormwater Pump drywell. Sequencing and GMP pricing associated with bar screen installation was based on the approval of the gravity bypass plan previously provided to the design team.

- Included in the GMP is continuous manual raking of the manual bar screen, for the duration of the bar screen demo and installation.
- 11200: Vertical Turbine Pumps – Prospect anticipates that the new vertical turbine pumps will be direct dimensional replacements of the existing stormwater pumps. Modification to the base plate, anchor bolt pattern, or surrounding structure are not included in the GMP.
 - Pumps are anticipated to be installed in a phased procedure, with one stormwater pump brought online prior to removing other pumps from service. If any SCADA programming or modifications to existing telemetry systems is needed prior to commissioning a new vertical turbine pump, it is expected that this work will successfully occur within two business days of Prospect completing a phased pump installation.
- 11280: Stainless Steel Flow Control Gates
 - Installation of the two slide gates will require bypassing the bar screen channel via gravity flow. Sequencing and GMP pricing associated with slide gate installation was based on the approval of the gravity bypass plan previously provided to the design team.
 - It is anticipated that the slide gates can be mounted to existing gate thimbles, or directly to the wall face if existing slide gate thimbles are not present. No labor or materials have been included for concrete modifications such as thimble removal, concrete demolition, or new concrete placement.
 - It is anticipated that the stop log assembly can be flush mounted to the influent channel walls. No concrete modifications have been provided for embedding any components of the stop log assembly.

Division 15

- It is anticipated that the existing forcemain is in adequate condition to allow the installation of a 16” bypass connection via hot-tap is viable. It is assumed that the location of the proposed connection from the 16” bypass to the 24” forcemain will not contain joints or other obstacles inhibiting the installation of a tapping sleeve. It is further assumed that the valve upstream on the 24” force main will create a watertight seal to stop backflow from entering the section of forcemain to be demolished. The cost associated with effort to modify the 24” forcemain or install a new valve in the existing valve vault are not included in the GMP.
- Installation of the permanent 16” bypass line along pipeline appurtenances is included in the GMP. No concrete modification work is included for the modification of the vertical 24” stormwater pump header, at the tee connection in the Backflow Prevention Room. Modifications depicted in the contract documents, required to install the new 24” x 16” tee and 16” permanent bypass line, are included in the GMP. No pipeline modifications beyond what is depicted in the Contract Drawings are included in the GMP.
- It is anticipated that flange coupling adapters fixed to existing pipe will be acceptable for the installation of wastewater pump isolation valves, provided that the flange coupling adapters conform to product requirements in the Contract Documents. The use of flange

PROJECT SUMMARY SHEET:
LIFT STATION NO. 1 REPAIRS AND SUPPLEMENTAL FORCEMAIN, O.F. 1758.1
FY 2023 Capital Improvement Plan
Current as of: November 21, 2024

Description: *Phase 1:* Lift Station No. 1, constructed in 1976, is the City's second largest pumping station, pumping approximately 40-45% of all raw wastewater throughout the city to the wastewater treatment plant (WWTP). The current stormwater pumps and associated ball valves are deteriorating and parts are no longer available for needed repairs. The bar screen, installed in 1986, has difficulty screening rags/debris during high flows due to its large $\frac{5}{8}$ " screen openings, while modern screens are either $\frac{1}{4}$ " or $\frac{3}{8}$ ". The exhaust fan is vital for safely removing H₂S (Hydrogen Sulfide) from the building and it is currently at its end of life cycle. The wet well repairs and replacement of six sluice gates since two of the gates no longer operate due to corrosion and the other four gates are approaching the same condition.

Project status update: based on the cost associated with the horizontal drilling to complete the river crossing, this project has been divided into two phases. Phase One will complete upgrades and improvements in Lift Station No. 1 and Phase Two will complete the underground horizontal crossing of the Missouri River.

Phase 2: The existing Lift Station No. 1 (LSI) force main was constructed in 1979 and is the only river crossing for this section of the City's sewer collection system. The forcemain was installed in 1979 to replace a 20-year-old cast iron pipe that ruptured within the river channel. Should the 1979 forcemain fail, similar to the October 1978 event, the station would again discharge raw sewage to the Missouri River until a new main was installed, which would likely take several-months.

Justification: *Phase 1:* The renovation of Lift Station No. 1 provides future reliability of pumping an average of 3.63M gallons daily of raw wastewater to the WWTP, minimizing the risk of service interruption, wastewater bypassing to the Missouri River, regulatory exposure, and environmental damage associated with aging equipment.

Phase 2: The construction of a redundant force main provides resilience and reliability in this segment of the City's critical infrastructure, minimizing the risk of service interruption, regulatory exposure, and environmental damage associated with having a single point of failure.

Scope: *Phase 1:* Upgrades and repairs to Lift Station #1 include replacing stormwater pumps, bar screen, internal water system replacement, wet well repairs, exhaust fan replacement, door replacement, installing generator, automatic transfer switch, and miscellaneous concrete repairs.

Phase 2: Install 2,100 linear feet of 24" sanitary sewer force main and all work necessary to complete the installation and connect Lift Station #1 to the WWTP.

Added to CIP: 1st FY2023/FY2024

CIP Timeline: ~~Construction FY2024;~~ Pushed to 2025 due to design issues; equipment procurement & long lead times

Cost:

- CIP programmed: \$150,000/FY23 \$7,650,000/FY24
 - o 60%: \$15,553,892.45
 - o 90%: \$9,653,598.73 (Project was then split into two Phases)
- Current Working Estimate: ~~\$9.3M; \$9.0M~~ \$11.3M
- Awarded Cost: \$1.3M – Eng (TD&H); \$265,000 – GCCM (Preconstruction Phase)
- Early Work Agreement Procurement (PCI): \$1,081,777.98 – Pumps; \$585,112.03 - Valves
- Final Cost: TBD

PROJECT SUMMARY SHEET:
LIFT STATION NO. 1 REPAIRS AND SUPPLEMENTAL FORCEMAIN, O.F. 1758.1
FY 2023 Capital Improvement Plan
Current as of: November 21, 2024

Funding Source(s): ARPA Competitive Grant \$2,000,000, ARPA MAG \$3,854,585, \$5,521,597 Sanitary Sewer

- Funding Match Requirements: 50% ARPA Competitive requirements

Planned Execution Method: General Contractor/Construction Manager

Planned Construction CY: ~~Winter 2023~~ Spring 2025 to Fall 2026

Current Project Stage (Estimated Completion Date): Project has moved into construction phase contract with TD&H and construction contract with Prospect Construction. The project is transitioning to construction phase. The Commission approved Prospect’s preconstruction agreement to do two “Early Work Amendments” to purchase valves and Vertical Pumps. City Staff asking the Commission approval with TD&H on the Professional Service Agreement (PSA) Amendment No. 1 for Construction Services and also with Prospect on Construction Contract and Guaranteed Maximum Price for project, all of which will go before Commission for approval. Estimated construction completion is Fall 2026.

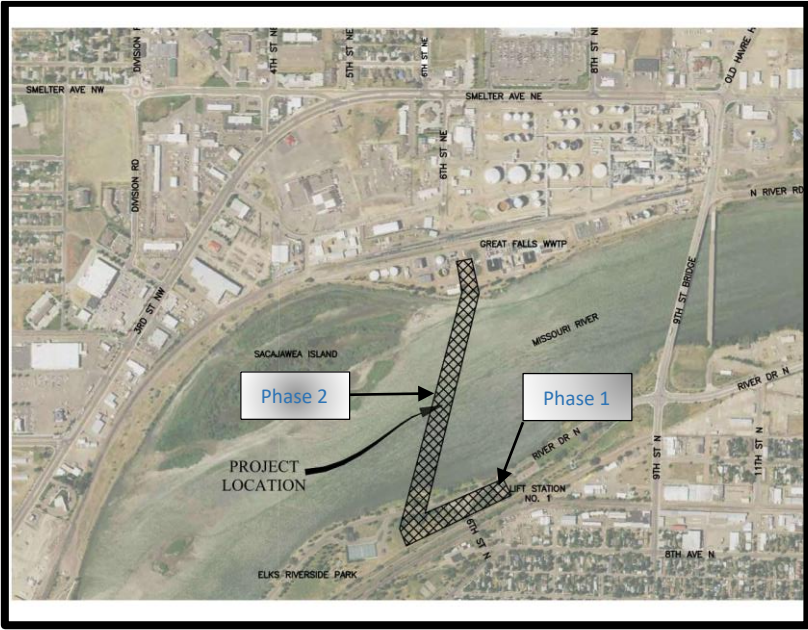
Planning (Fall 2023), 100% Design (September 2024), Construction (TBD), Warranty (TBD)

- Design and Construction Method: GCCM
- Consultant: TD&H
- Contractor: Prospect Construction

City Commission Approvals Summary:

- PSA with TD&H (January of 2022)
- GCCM Resolution (April 2023)
- Preconstruction Agreement with Prospect Construction (September 2023)
- Early Work Amendments Approved (11/6/2024)
- Construction PSA Amendment No. 1 with TD&H (December 3, 2024 Agenda Report)
- Construction Contract including GMP with Prospect Construction (December 3, 2024 Agenda Report)
- Future Change Orders (if required)
- Phase 2 Components (2028, depending on funding)

Map & Site Pictures:





Commission Meeting Date: December 3, 2024
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Professional Services Agreement Amendment No. 1 for Engineering Construction Phase Services: Sewage Lift Station No. 1 and Supplemental Forcemain Improvements, OF 1758.1

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) Amendment No. 1 to Professional Services Agreement with TD&H Engineering in the amount of \$687,600.00 for Construction Phase Services for the Sewage Lift Station No. 1 and Supplemental Forcemain Improvements 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 Professional Services Agreement (PSA) Amendment No. 1

Summary: The City proposes to retain TD&H Engineering for construction phase services to continued GC/CM coordination, bid package review, general construction management and inspection, as-built and O&M plan development, archaeological monitoring services, and other miscellaneous services for this project. This subsequent agreement is to proceed with construction and post-construction phase services for the project.

This recommendation is submitted concurrently with a separate recommendation to award a GCCM Construction Contract to Prospect Construction, Inc. for the project. The Staff highly recommends that the City Commission award both this agreement and the separate concurrent GCCM Construction Contract to Prospect Construction, Inc.

Background:

This Project will implement improvements and repairs to Lift Station #1 (LS1), which pumps sanitary wastewater across the Missouri River to the City’s Wastewater Treatment Plant (WWTP). On April 16th, 2024, staff facilitated a Work Session to discuss a \$9 million budget shortfall that was discovered during the design phase of the project. The General Contractor Construction Manager (GCCM) identified the

budget discrepancy well before construction started and as a result, the scope of the project was modified to focus on LS1 improvements in Phase 1. A future Phase 2 project will focus on the forcemain.

Phase 1: LS1, constructed in 1976, is the City's second largest pumping station, pumping approximately 40-45% of all raw wastewater throughout the city to the wastewater treatment plant (WWTP). The current stormwater pumps and associated ball valves are deteriorating and parts are no longer available for needed repairs. The bar screen, installed in 1986, has difficulty screening rags/debris during high flows due to its large $\frac{5}{8}$ " screen openings, while modern screens are either $\frac{1}{4}$ " or $\frac{3}{8}$ ". The exhaust fan is vital for safely removing Hydrogen Sulfide (H₂S) from the building and it is currently at its end of life cycle. Additionally, the wet well repairs and replacement of six sluice gates are needed because two of the gates are no longer operational due to corrosion and the other four gates are approaching the same condition.

The renovation of LS1 provides future reliability of pumping of raw wastewater to the WWTP, minimizing the risk of service interruption, wastewater bypassing to the Missouri River, regulatory exposure, and environmental damage associated with aging equipment. Upgrades and repairs to LS1 include replacing stormwater pumps, bar screen, internal water system replacement, wet well repairs, exhaust fan replacement, door replacement, installing generator, automatic transfer switch, and miscellaneous concrete repairs.

Workload Impacts:

There are no foreseen adverse impacts to workloads for City staff with the approval of this item. Public Works staff will continue to provide project management and collaboration support for the project. TD&H will review shop drawings and other submittal items to ensure they are in conformance with the design and specifications.

Project Work Scope:

The detailed scope of professional services is provided on the attached "Exhibit A – Scope of Services"

Conclusion:

The project will result in providing the necessary upgrades and improvements to LS1 and a redundant force main crossing from LS1 to the WWTP. The project was selected, prioritized, and executed in accordance with the Public Works Capital Improvement Program, and budgeted utilizing Sewer Treatment Unassigned Capital Improvements. City staff recommends approving the Agreement with TD&H, in the amount of \$687,600.00.

Fiscal Impact:

The project has been selected, prioritized and executed in accordance with the Public Works Capital Improvements Program. State ARPA Minimum Allocation Grant funds (\$3,854,585.00), State ARPA Competitive Grant funds (\$2,000,000.00), and the remainder being provided by the City sewer treatment funds are programmed for funding this project.

Concurrences:

Legal Department

Alternatives:

The Commission could vote to table the projects until the next commission meeting which would result in potentially pushing out the GCCM contract execution and subsequent submittal/design efforts of the suppliers. This will push out the anticipated lead time for the equipment, which will have schedule impacts

for the project along with associated cost impacts. The additional overhead costs could be upwards of \$420,000.

The Commission could vote not to approve the PSA amendment and instruct Staff to manage the project. If that were the case, City Staff does not have the bandwidth nor expertise to manage this GCCM construction project. The delay in submittal review and approval could potentially push out equipment purchase delaying the project multiple weeks. The additional overhead cost could be upwards of \$420,000.

Attachments/Exhibits:

PSA – Amendment No. 1

LS1 Project Summary Sheet

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

THIS *AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT* is entered into this _____ day of _____, 2024 by and between the **CITY OF GREAT FALLS**, a Municipal Corporation, hereinafter referred to as “City” and **TD&H ENGINEERING, INC.** 1800 River Drive North, Great Falls, MT 59401, hereinafter referred to as “Consultant” and agrees as follows:

WHEREAS, the CITY and CONSULTANT entered into a Professional Services Agreement for the project known as SEWAGE LIFT STATION NO. 1 & SUPPLEMENTAL FORCEMAIN IMPROVEMENTS (“Project”), (OF 1758.1), dated the 6th day of January 2022, after approval by the City Commission on January 4, 2022 (the “**Agreement**”);

WHEREAS, the hourly rates agreed upon in the Agreement were applied during the preconstruction phase for the Project;

WHEREAS, after over two (2) years the Project is now entering the construction phase and the 2022 rates for Consultant’s services provided during the construction phase of the Project have increased;

WHEREAS, the parties desire to amend the Agreement to include the current hourly rates for services Consultant will provide during the construction phase.

NOW THEREFORE, for and in consideration of the terms and agreements contained herein, and other good and valuable consideration, the parties agree as follows:

1. The foregoing recitals are incorporated by reference as though fully set forth herein. All capitalized terms used herein and not defined shall have the same meaning as set forth in the Agreement.
2. The City and Consultant mutually agree that the services Consultant will provide during the construction phase of the Project contemplated in the Agreement are GC/CM coordination; general construction management and inspection; as-built and O&M development; archaeological monitoring services; and other miscellaneous services, as stated in the Scope of Services attached to the Agreement as Exhibit “A.”
3. The City and Consultant also agree that the 2021/2022 Great Falls Rate Schedule attached as Exhibit B to the Agreement shall be deleted in its entirety, and replaced with Exhibit “B” TD&H Engineering 2023/2024 Great Falls Rate Schedule attached hereto. All references to Exhibit “B” in the Agreement shall refer to the 2024/2025 Great Falls Rate Schedule attached to this Amendment.
4. Further, the City and Consultant agree that Paragraph 4 Payment of the Agreement is deleted in its entirety and replace with the following:

Payment: The City agrees to pay Consultant TWO MILLION ELEVEN THOUSAND AND SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$2,011,750.00) pursuant to the hourly rates of Consultant for professional services performed under the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon an extra charges in writing.

5. Therefore, the parties agree that Consultant’s fees for preconstruction services was \$1,324,150.00 and the fees of Consultant for services provided during construction of the Project shall not exceed an additional \$687,600 for the above total of \$2,011,750.00.

6. All other terms and provisions of the 2022 Agreement remain in full force and effect.

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

CITY OF GREAT FALLS

TD&H ENGINEERING

By: _____
Gregory T. Doyon, City Manager

By: _____
Nate Young, PE, Project Manager

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” Scope of Services

City of Great Falls Sewage Lift Station No. 1 & Supplemental Forcemain O.F. 1758.1 **Construction Phase Services**

GENERAL:

This Scope of Services includes anticipated Construction Phase Services associated with the Sewage Lift Station No. 1 and Supplemental Forcemain that is to be delivered under the General Contractor / Construction Manager (GC/CM) delivery method. Tasks include continued GC/CM coordination; bid package review; general construction management and inspection; as-built and O&M development; Archaeological monitoring services; and other miscellaneous services.

Professional services and associated fee estimates reflect project activities identified in this exhibit and rate sheet provided as Exhibit B. Estimated rate increases for year 2025 and 2026 have been included in the estimate at 3% and 2% respectively. The following Scope of Services summarizes project activities, deliverables and clarifications:

ENGINEERING SCOPE OF SERVICES:

PHASE 100 – ADDITIONAL PRECONSTRUCTION SERVICES

Perform or provide the following additional preconstruction services tasks:

- Assistance with determination of early bid package recommendations
- Review of GC/CM prepared early bid packages and comment responses.
- Review of submittals associated with early bid packages.
- Additional project coordination meetings beyond pre-construction planned completion. (12 meetings)
- Early work package cost/bid reviews and recommendations.

Estimated Fees: \$52,000

PHASE 200 – CONSTRUCTION ADMINISTRATION & MONITORING

Construction administration and monitoring services will include engineering review of project submittals required by the Construction Documents, on-site engineering inspection, construction coordination meetings, engineer site visits, and Request for Information (RFI) and Work Change Directive (WCD) review and response, Special Inspections required for permit compliance and pay application reviews.

Perform or provide the following Construction Administration and Monitoring tasks and associated deliverables:

Phase 200 – Construction Administration & Monitoring

- Submittal review and approval
- RFI and WCD review and response
- Construction meetings (Bi-weekly during active construction or monthly during non-active construction) (30 meetings)
- On-site Engineering inspection (Provided full time during exterior forcemain work and part time as needed during interior lift station improvement tasks)
- Site visits by Engineer for general construction coordination
- Special inspection Engineering site visits for permit compliance
- Pay application review (Includes effort to review GCCM self-performed work not included in bid packages)
- Wage rate review and interviews

Estimated Fees: \$410,750

Phase 201 - Archaeological Services

Procurement of Archaeological Services for monitoring plan and associated onsite monitoring personnel per USACE/SHPO requirements. The Archaeological Scope of Services from Ethnoscience are included as Exhibit “C” attached.

Estimated Fees: \$93,750

Deliverables: Submittal Log and Approved Submittals, RFI and WCD Log and Approved Documents, Construction Meeting Minutes, Engineering Inspection Daily Reports cataloging daily construction activities, equipment, personnel and other site information, Engineer Site Visit Reports, Special Inspection Reports, Pay Application Review Comments, Wage Rate review and interviews, Archaeological monitoring plan and associated monitoring and reporting provided in Exhibit “B”.

PHASE 300 – PROJECT START-UP, COMPLETION, AND WARRANTY PERIOD

As construction activities near completion, the proposed services will transition to coordination with the contractor for equipment start-up and acceptance; coordinating the review and acceptance of the required Operation and Maintenance manuals; Project close out including a project punch list; and coordination of tasks during the warranty period including a final warranty inspection.

Perform or provide the following Project Start-up, Completion and Warranty Period Phase tasks and associated deliverables:

Phase 300 – Project Start-up, Completion, and Warranty Period

- Review and approval of Contractor’s Start-up plans and activities
- Review and approval of Operation and Maintenance manuals
- Substantial Completion review and project punch list
- Warranty period assistance and final Warranty inspection

Deliverables: Start-up plan reviews for all required equipment and systems, Review and approval of all Operation and Maintenance manuals, Project substantial completion, Punch list, Final Warranty inspection and Report

Estimated Fees: \$41,100

PHASE 400 – ENGINEERING SERVICES CONTINGENCY

Due to the inherent unknowns associated with construction scheduling, an additional Contingency in the amount defined below has been added to the scope of services to be authorized by the Owner for services beyond those stated above or extended beyond the GMP schedule.

Estimated Fees: \$90,000

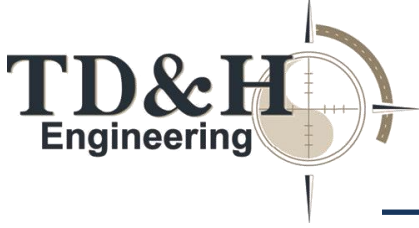
FEE ESTIMATE SUMMARY:

Phase 100 – GMP Negotiations & Early Bid Package Coordination	\$52,000
Phase 200 – Construction Administration and Monitoring.....	\$410,750
Phase 201 – Archaeological Services	\$93,750
Phase 300 – Project Start-up, Completion and Warranty Period	\$41,100
Phase 400 – Miscellaneous Engineering Services Contingency	<u>\$90,000</u>

Estimated Fee for Construction Phase & Misc. Services \$687,600

CLARIFICATIONS & DISCLAIMERS

1. Scope of Services is based on the work as defined in the “BID SET - CONSTRUCTION DRAWINGS FOR SEWAGE LIFT STATION NO. 1 AND SUPPLEMENTAL FORCEMAIN IMPROVEMENTS” dated September 2024 provided to the Contractor for the Development of the Guaranteed Maximum Price (GMP) and included as Exhibit “D”.
2. Professional Engineering Services/Fees are based upon durations and activities provided in GMP schedule. Any revision to the GMP schedule that potentially increases durations and/or work activities may require revised pricing for the associated engineering fees.
3. On-Site inspection will be provided part time during construction activities within the Lift Station from 12 to 20 hours a week. For the duration of the exterior forcemain improvements, the inspection will be provided at near full time (35-40 Hours).
4. While inspections needed to comply with permits will be completed by the Engineer, required material testing is not included within this scope of services.
5. Construction progress meetings will be held bi-weekly, or monthly when there is no active construction.



2024 GREAT FALLS RATE SCHEDULE

Fee Compensation

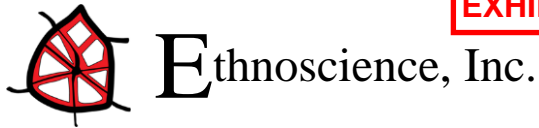
TD&H's hourly billing rates for 2024 are provided in the adjacent table. We invoice for services rendered to a project to the nearest quarter hour.

Direct project costs will be invoiced at cost plus 10%. Examples of these costs include airfare, ground transportation, lodging, meals, shipping and express mail, outside reproduction services, and other direct costs required for the project.

Outside contract services including subconsultants, subcontractors and drilling services will be invoiced at cost plus 10% to cover additional insurance and administrative fees.

DESCRIPTION	HOURLY RATE	
AA	Administrative Assistant	\$74.00
AM	Administrative Manager	\$112.00
GA	Grant Administrator	\$100.00
LS1	Surveyor's Assistant	\$84.00
LS2	Surveyor	\$99.00
LS3	Survey Party Chief	\$116.00
LS4	Project Surveyor	\$134.00
LS5	Registered Land Surveyor	\$160.00
ENVS	Environmental Scientist	\$124.00
IH1	Industrial Hygiene Technician I	\$88.00
IH2	Industrial Hygiene Technician II	\$114.00
LT1	Lab Technician I	\$77.00
LT2	Lab Technician II	\$86.00
CR1	Construction Representative I	\$106.00
CR2	Construction Representative II	\$126.00
CR3	Construction Representative III	\$149.00
CR4	Construction Representative IV	\$181.00
LA	Landscape Architect	\$135.00
LP	Land Planner	\$167.00
CLS	CMT Lab Supervisor	\$125.00
CD1	CAD Designer I	\$88.00
CD2	CAD Designer II	\$115.00
CD3	CAD Manager	\$126.00
GC	CAD/GIS Specialist	\$106.00
ET	Engineering Technician	\$121.00
E1	Engineer I	\$114.00
E2	Engineer II	\$123.00
E3	Engineer III	\$143.00
E4	Engineer IV	\$167.00
E5	Engineer V	\$190.00
E6	Engineer VI	\$219.00
P	Principal	\$244.00
DCT	Deposition & Court Testimony	\$402.00
PMI	Project Manager I	\$177.00
PMII	Project Manager II	\$229.00

DIRECT REIMBURSABLES			
Vehicle Use: Passenger Vehicle Mileage	\$0.75/mile	Survey – Robotic Total Station	
Heavy Duty Vehicle Mileage	\$1.10/mile	Hourly Rate:	\$30.00
Survey – Global Positioning		Survey – Total Station with Data Collector	
Daily Rate:	\$500.00	Daily Rate:	\$100.00
Hourly Rate:	\$80.00	Hourly Rate:	\$20.00
Minimum Charge:	\$160.00		
Reproduction			
Color (8.5x11)	\$1.50/page	CAD Plotter (In-house)	
Color (11x17)	\$2.50/page	Bond	\$0.90/SF
B&W (8.5x11)	\$0.60/page	Mylar	\$3.30/SF
B&W (11x17)	\$1.20/page		
NOTES: 1) Construction Materials Testing per Separate Fee Schedule. *See Materials Testing Fee Schedule for Additional Information			
2) Overtime work (above 40 hours per week, or weekends) increase hourly rates by 25%, or per quotation.			
3) Annual rate adjustments occur in January of each year and typically range from 3% to 4%.			



November 12, 2024

Jakob Jackson
Nate Young
TD&H Engineering
1800 River Drive North
Great Falls, MT 59401

RE: Sewage Lift Station No. 1 Improvements: Archaeological Monitoring Plan and Cost Estimate

Dear Jakob Jackson and Nate Young,

Thank you for asking Ethnoscience (ES) to provide a cost estimate to participate in monitoring the ground disturbing activities related to improvements proposed for the Sewage Lift Station No. 1 on the first terrace above the right bank of the Missouri River in the city of Great Falls, Cascade County, MT. This cost estimate is based on the following assumptions:

- ES has requested a files record search for Section 1, T20N R3E to determine what previously recorded sites and cultural resource inventories have been documented within Section 1. The results are depicted on the attached topographic map.
- All of the previously recorded sites in Section 1 are historic except for site 24CA0656. This site is north of the Lift Station and was found within the boundary of the Wastewater Treatment Facility on the first terrace above the left bank of the Missouri River. Testing of this site found it was buried beneath 120 cm of overfill. Cultural materials recovered included lithic materials and bone which were found between 130 to 190 cm (51-75 inches) below surface. This would suggest any prehistoric cultural materials/sites along the river are presumably deeply buried and unlikely to be identified on the ground surface. Site 24CA0656 was dated by C-14 analysis to the Late Archaic Pelican Lake Phase (2200-2800 years before present).
- TD&H Engineering has provided ES with the engineering plans for the Phase 1 work to be conducted at Sewage Lift Station No. 1.
- ES will provide monitoring services for all ground disturbing activities associated with the Lift Station. Those activities will include the demolition and replacement of the gravel base and asphalt of the driveway and parking lot, the excavation of two valve vaults, the demolition and replacement of a wooden fence, the demolition and replacement of cement parking blocks along the eastside shoulder of River Drive North, and the removal of soil around the foundation of the lift station to repair cracks in the concrete.
- Monitoring will not need to take place for other improvements such as replacing the metal ladder on the roof, repairing a leaky roof vent, and all work to be conducted in the interior of the lift station building. None of these improvements involve ground disturbances.
- Ethnoscience will provide one archaeologist to monitor all ground disturbance activities during the Phase 1 improvements to the Lift Station.
- TD&H has informed ES that the construction contractor anticipates the improvements to the Lift Station will take approximately 50 working days and will take place weekly Monday through Friday, with an average of ten hours of work each day.
- The Phase 1 improvements are tentatively planned for early June 2025 to early August 2025, for a length of 10 weeks. This cost estimate is based upon the 10-week period of construction improvements.
- At the completion of monitoring, Ethnoscience will provide a letter report of the monitoring activity.

- Ethnoscience will contact the US Army Corps of Engineers (USACE) and the Montana State Historic Preservation Office (SHPO) to create a monitoring plan for this project. Based on previous projects, it is anticipated that the monitoring plan will include the following procedures:
 - 1) In the event human remains are discovered during ground disturbance activities, all construction activity will cease immediately. The procedure for handling the discovery of human remains is outlined in *Montana State Historic Preservation Office Consultation Guide* (2023: 70-71): The Cascade County Coroner or Sheriff or City Police will be notified. Following examination of the remains the coroner will notify the State Archaeologist or the nearest State Burial Board member within 24 hours. The State Burial Board will review the situation and decide how to proceed. However, if the coroner determines the human remains are related to a crime scene, then the coroner/law enforcement officers will direct the recovery.
 - 2) If cultural material is encountered during the ground disturbance activities, then the archaeologist will have the construction contractor cease work and the material will be examined. Excavation may be needed to determine the extent of the find. Material will be screened through 1/4-inch mesh and any cultural material will be collected. Construction work will resume once the archaeologist has excavated the find and/or it is determined no cultural feature/site is being impacted.
 - 3) Cultural material will be collected and documented as to their spatial location, vertically and horizontally. Cultural material that may be encountered can include stone flaking debris, projectile points, stone tools, bone, charcoal, and fire cracked rock. Bone and charcoal can be used for dating the find.
 - 4) The vaults at the lift station will be excavated to depths between 20 and 30 feet below surface. Excavation of at least one of the vaults may need to be paused at around six feet below surface so the archaeologist can document the soil profile revealed by the excavation.
 - 5) If cultural materials are found during monitoring, then a separate analysis report will be done. This budget does not include the cost of artifact analysis, reporting, or the special analysis of samples that may be encountered (e.g., C-14 dating, obsidian sourcing, etc.).
 - 6) The final disposition of any collected artifacts will be decided once analysis is completed. Artifacts might be curated at either the Cascade County Historical Society Museum in Great Falls or the Bureau of Land Management Curation Center in Billings.
 - 7) This budget does not include the cost of preparing artifacts or samples for curation or any curation fees that may be required by the facility.

Changes to these assumptions could result in changes in the number of days in the field. This may provide an increase to decrease the level of costs of this project. Ethnoscience will provide one electronic version of the draft report for review. After changes are made to the report, Ethnoscience will provide three hard copies and two electronic copies of the report to Coteau.

I look forward to the opportunity to work with you on this project. Please let me know if you have questions or need additional information. Thank you again.

Respectfully,

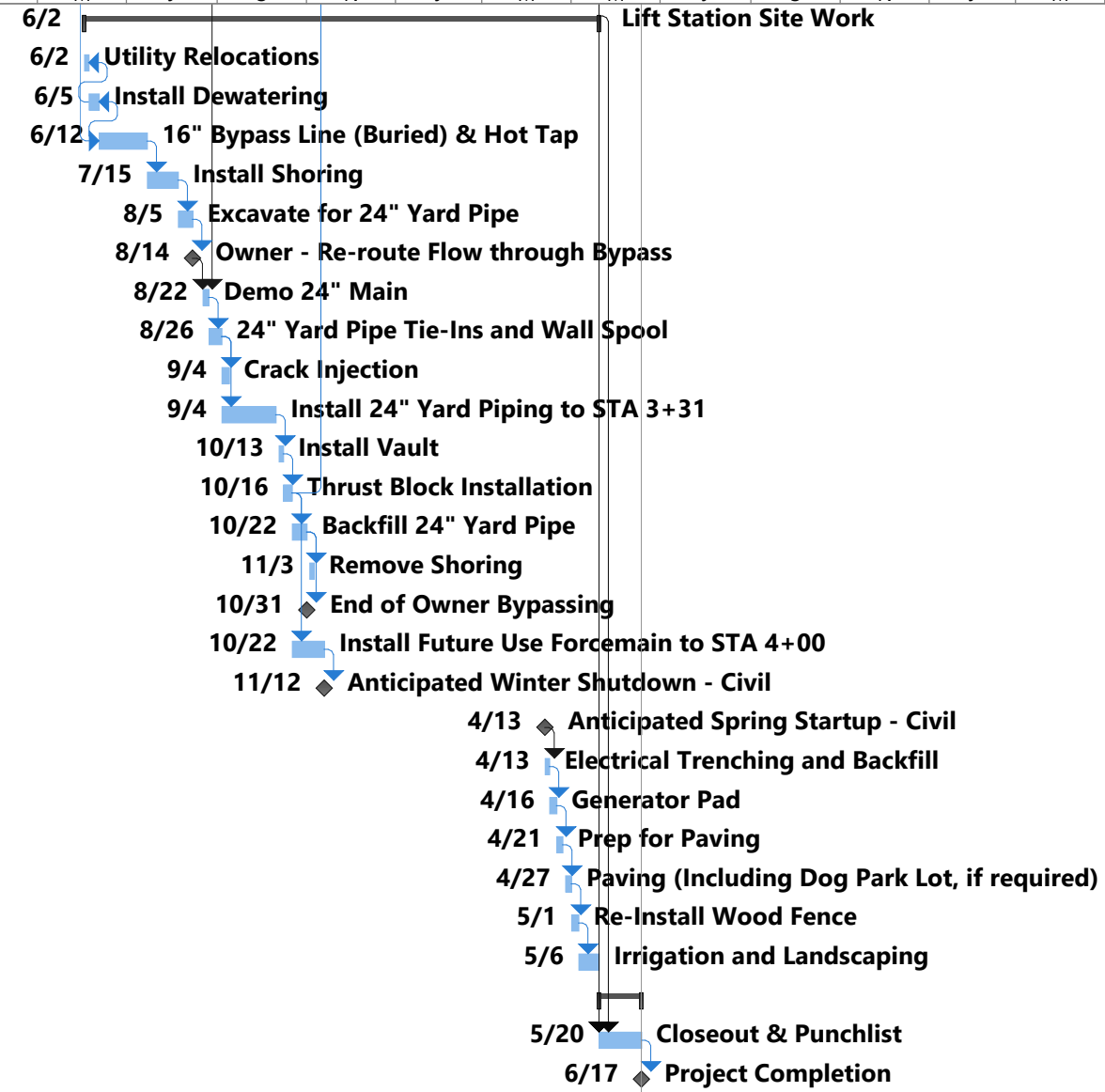
Lynelle A. Peterson, President/Owner

Cost Estimate to Conduct Monitoring						
for the Proposed Phase 1 Improvements to the Sewage Lift Station No. 1 in Great Falls, Cascade County, MT						
50 Working Days (10 Weeks) Early June-Early August 2025	SET-UP & TRAVEL	FIELD HOURS	OFFICE HOURS	TOTAL HOURS	RATE	TOTAL
PRINCIPAL INVESTIGATOR			48	48	44.50	2136.00
SENIOR FIELD DIRECTOR	16	400	40	456	37.25	16986.00
SENIOR FIELD DIRECTOR OT		100	0	100	55.88	5588.00
PROJECT MANAGER			40	40	29.00	1160.00
GIS SPECIALIST			24	24	27.00	648.00
OFFICE PERSONNEL			8	8	21.00	168.00
General and Administrative (1.30)						34691.80
TOTAL LABOR COST						61377.80
MILEAGE (@ 67¢ per mile)						
	TOTAL MILES				5400	3618.00
PER DIEM						
Lodging (\$150/day)	TOTAL OVERNIGHTS				61	9150.00
Meal (\$68/day)	TOTAL DAYS				61	3599.00
FILE SEARCH	\$35.00 per section					35.00
SUPPLIES						60.00
POSTAGE						25.00
TOTAL DIRECT COST						16487.00
Fee (Profit = 12% of labor)						7365.34
TOTAL PROJECT COST						85230.14

ID	Task Name	Duration	Start	Finish	Predecessors	Half 2, 2024			Half 1, 2025			Half 2, 2025			Half 1, 2026			Half 2, 2026			Half 1, 2027		
						J	S	N	J	M	M	J	S	N	J	M	M	J	S	N	J	M	
1	Pre-Construction	223 days	Tue 10/10/23	Thu 8/15/24		Pre-Construction																	
2	GCCM Assistance Tasks	106 days	Tue 10/10/23	Tue 3/5/24		ance Tasks																	
17	Engineering Deliverables and Cost Estimates	163 days	Tue 1/2/24	Thu 8/15/24		Engineering Deliverables and Cost Estimates																	
34	Construction Phase	387 days	Mon 11/11/24	Tue 5/19/26		Construction Phase																	
35	Procurement	300 days	Mon 11/11/24	Fri 1/16/26		Procurement																	
36	Stormwater Pumps	243 days	Mon 11/11/24	Wed 10/22/233		Stormwater Pumps																	
37	Contract Negotiation	8 days	Mon 11/11/24	Wed 11/20/23	33FS+10 days	Contract Negotiation																	
38	Submittals	35 days	Thu 11/21/24	Fri 1/10/25	37	Submittals																	
39	Release Stormwater Pumps	0 days	Fri 1/10/25	Fri 1/10/25	38	Release Stormwater Pumps																	
40	Stormwater Pump Lead Time	200 days	Mon 1/13/25	Wed 10/22/239		Stormwater Pump Lead Time																	
41	Anticipated Delivery to Site	0 days	Wed 10/22/25	Wed 10/22/240		Anticipated Delivery to Site																	
42	Bar Screen & WAP	190 days	Mon 1/13/25	Wed 10/8/25		Bar Screen & WAP																	
43	Contract Negotiation	10 days	Mon 1/13/25	Fri 1/24/25	33FS+10 days	Contract Negotiation																	
44	Submittals	30 days	Mon 1/27/25	Fri 3/7/25	43	Submittals																	
45	Release Bar Screen	0 days	Fri 3/7/25	Fri 3/7/25	44	Release Bar Screen																	
46	Bar Screen Lead Time	150 days	Mon 3/10/25	Wed 10/8/2545		Bar Screen Lead Time																	
47	Anticipated Delivery to Site	0 days	Wed 10/8/25	Wed 10/8/2546		Anticipated Delivery to Site																	
48	Stormwater Pump Control Valves	300 days	Mon 11/11/24	Fri 1/16/26	33	Stormwater Pump Control Valves																	
49	Contract Negotiation	10 days	Mon 11/11/24	Fri 11/22/24	33FS+10 days	Contract Negotiation																	
50	Submittals	40 days	Mon 11/25/24	Tue 1/21/25	49	Submittals																	
51	Release Pump Control Valves	0 days	Tue 1/21/25	Tue 1/21/25	50	Release Pump Control Valves																	
52	Pump Control Valve Lead Time	250 days	Wed 1/22/25	Fri 1/16/26	51	Pump Control Valve Lead Time																	
53	Anticipated Delivery to Site	0 days	Fri 1/16/26	Fri 1/16/26	52	Anticipated Delivery to Site																	
54	24" Plug Valves	200 days	Mon 11/11/24	Thu 8/21/25	22	24" Plug Valves																	
55	Contract Negotiation	10 days	Mon 11/11/24	Fri 11/22/24	33FS+10 days	Contract Negotiation																	
56	Submittals	40 days	Mon 11/25/24	Tue 1/21/25	55	Submittals																	
57	Release Valves	0 days	Tue 1/21/25	Tue 1/21/25	56	Release Valves																	
58	Plug Valve Lead Time	150 days	Wed 1/22/25	Thu 8/21/25	57	Plug Valve Lead Time																	
59	Anticipated Delivery to Site	0 days	Thu 8/21/25	Thu 8/21/25	58	Anticipated Delivery to Site																	
60	16" Plug Valves	150 days	Mon 11/11/24	Wed 6/11/25		16" Plug Valves																	
61	Contract Negotiation	10 days	Mon 11/11/24	Fri 11/22/24		Contract Negotiation																	
62	Submittals	40 days	Mon 11/25/24	Tue 1/21/25	61	Submittals																	
63	Release Valves	0 days	Tue 1/21/25	Tue 1/21/25	62	Release Valves																	
64	16" Plug Valve Lead Time	100 days	Wed 1/22/25	Wed 6/11/2563		16" Plug Valve Lead Time																	
65	Anticipated Delivery to Site	0 days	Wed 6/11/25	Wed 6/11/2564		Anticipated Delivery to Site																	
66	Slide Gates	140 days	Mon 1/13/25	Tue 7/29/25		Slide Gates																	
67	Contract Negotiation	10 days	Mon 1/13/25	Fri 1/24/25		Contract Negotiation																	
68	Submittals	30 days	Mon 1/27/25	Fri 3/7/25	67	Submittals																	
69	Release Gates	0 days	Fri 3/7/25	Fri 3/7/25	68	Release Gates																	
70	Gate Lead Time	100 days	Mon 3/10/25	Tue 7/29/25	69	Gate Lead Time																	
71	Anticipated Delivery to Site	0 days	Tue 7/29/25	Tue 7/29/25	70	Anticipated Delivery to Site																	
72	Site Work General	30 days	Wed 4/30/25	Thu 6/12/25		Site Work General																	
73	Exploratory Excavation	8 days	Wed 4/30/25	Mon 5/12/25	74SF	Exploratory Excavation																	

ID	Task Name	Duration	Start	Finish	Predecessors	Half 2, 2024			Half 1, 2025			Half 2, 2025			Half 1, 2026			Half 2, 2026			Half 1, 2027	
						J	S	N	J	M	M	J	S	N	J	M	M	J	S	N	J	M
74	SWPPP Measures, Fence Installation, Temporary Surfacing, and Equipment Mobilization	10 days	Mon 5/12/25	Tue 5/27/25	75SF							5/12										
75	Remove Wooden Fence	3 days	Tue 5/27/25	Fri 5/30/25	76SF							5/27										
76	Setup Work Areas & Staging	3 days	Fri 5/30/25	Wed 6/4/25	77SF							5/30										
77	Strip Topsoil	1 day	Wed 6/4/25	Thu 6/5/25	78SF							6/4										
78	Install Temporary Access Road	5 days	Thu 6/5/25	Thu 6/12/25	80SF							6/5										
79	Pump Station Building	146 days	Thu 6/12/25	Mon 1/12/26								6/12										
80	16" Bypass Line (Interior Piping)	19 days	Thu 6/12/25	Wed 7/9/25	65							6/12										
81	Pump Room Floor Drain Demolition	7 days	Thu 7/10/25	Fri 7/18/25	80							7/10										
82	Pump Room Floor Drain Replacement	10 days	Mon 7/21/25	Fri 8/1/25	81							7/21										
83	Pump Support Demo and Replace	4 days	Mon 8/4/25	Thu 8/7/25	82							8/4										
84	Remove and Replace Wastewater Valves	6 days	Fri 8/8/25	Fri 8/15/25	83							8/8										
85	Diversion Structure Demo and Replacement	15 days	Mon 8/18/25	Mon 9/8/25	84							8/18										
86	Misc. Concrete Repairs	2 days	Tue 9/9/25	Wed 9/10/25	85							9/9										
87	Demo Screening Room Fan	2 days	Tue 9/9/25	Wed 9/10/25	85							9/9										
88	Bar Screen Demolition	5 days	Thu 10/9/25	Wed 10/15/25	87,47							10/9										
89	Bar Screen Installation	16 days	Thu 10/16/25	Thu 11/6/25	88							10/16										
90	Structure Demo for Slide Gates	2 days	Fri 11/7/25	Mon 11/10/25	89							11/7										
91	Slide Gates Demolition and Installation	12 days	Tue 11/11/25	Wed 11/26/25	127,90							11/11										
92	Structure Demo for Stop Logs	1 day	Mon 12/1/25	Mon 12/1/25	91							12/1										
93	Stop Log Installation	4 days	Tue 12/2/25	Fri 12/5/25	92							12/2										
94	Install Variable Frequency Drives	23 days	Mon 12/8/25	Mon 1/12/26	93							12/8										
95	Stormwater Pumps	63 days	Tue 1/13/26	Thu 4/9/26																		
96	Reconfigure Stormwater Pump Header	2 days	Tue 1/13/26	Wed 1/14/26	94							1/13										
97	Demo Stormwater Pump #3 and Drive	2 days	Thu 1/15/26	Fri 1/16/26	96							1/15										
98	Install Pump #3 Control Valve	2 days	Mon 1/19/26	Tue 1/20/26	97,53							1/19										
99	Install Stormwater Pump #3	7 days	Wed 1/21/26	Thu 1/29/26	98							1/21										
100	Terminate & Elec. Test Pump #3	1 day	Fri 1/30/26	Fri 1/30/26	99							1/30										
101	Startup Stormwater Pump #3	2 days	Mon 2/2/26	Tue 2/3/26	100							2/2										
102	Reconfigure Stormwater Pump Header	2 days	Wed 2/4/26	Thu 2/5/26	101							2/4										
103	Demo Stormwater Pump #2 and Drive	2 days	Fri 2/6/26	Mon 2/9/26	102							2/6										
104	Install Pump #2 Control Valve	2 days	Tue 2/10/26	Wed 2/11/26	103							2/10										
105	Install Stormwater Pump #2	7 days	Thu 2/12/26	Fri 2/20/26	104							2/12										
106	Terminate & Elec. Test Pump #2	1 day	Mon 2/23/26	Mon 2/23/26	105							2/23										
107	Startup Stormwater Pump #2	2 days	Tue 2/24/26	Wed 2/25/26	106							2/24										
108	Reconfigure Stormwater Pump Header	2 days	Thu 2/26/26	Fri 2/27/26	107							2/26										
109	Demo Stormwater Pump #1 and Drive	2 days	Mon 3/2/26	Tue 3/3/26	108							3/2										
110	Install Pump #1 Control Valve	2 days	Wed 3/4/26	Thu 3/5/26	109							3/4										
111	Install Stormwater Pump #1	7 days	Fri 3/6/26	Mon 3/16/26	110							3/6										
112	Terminate & Elec. Test Pump #1	1 day	Tue 3/17/26	Tue 3/17/26	111							3/17										
113	Startup Stormwater Pump #1	2 days	Wed 3/18/26	Thu 3/19/26	112							3/18										
114	WWTP Coatings	15 days	Fri 3/20/26	Thu 4/9/26	113							3/20										

ID	Task Name	Duration	Start	Finish	Predecessors	Half 2, 2024			Half 1, 2025			Half 2, 2025			Half 1, 2026			Half 2, 2026			Half 1, 2027	
						J	S	N	J	M	M	J	S	N	J	M	M	J	S	N	J	M
115	Lift Station Site Work	245 days	Mon 6/2/25	Tue 5/19/26																		
116	Utility Relocations	3 days	Mon 6/2/25	Thu 6/5/25	117SF																	
117	Install Dewatering	5 days	Thu 6/5/25	Thu 6/12/25	118SF																	
118	16" Bypass Line (Buried) & Hot Tap	22 days	Thu 6/12/25	Mon 7/14/25	80SS																	
119	Install Shoring	15 days	Tue 7/15/25	Mon 8/4/25	118																	
120	Excavate for 24" Yard Pipe	8 days	Tue 8/5/25	Thu 8/14/25	119																	
121	Owner - Re-route Flow through Bypass	0 days	Thu 8/14/25	Thu 8/14/25	120																	
122	Demo 24" Main	2 days	Fri 8/22/25	Mon 8/25/25	121,59																	
123	24" Yard Pipe Tie-Ins and Wall Spool	6 days	Tue 8/26/25	Wed 9/3/25	122																	
124	Crack Injection	3 days	Thu 9/4/25	Mon 9/8/25	123																	
125	Install 24" Yard Piping to STA 3+31	27 days	Thu 9/4/25	Fri 10/10/25	123																	
126	Install Vault	3 days	Mon 10/13/25	Wed 10/15/25	125																	
127	Thrust Block Installation	4 days	Thu 10/16/25	Tue 10/21/25	126																	
128	Backfill 24" Yard Pipe	8 days	Wed 10/22/25	Fri 10/31/25	127																	
129	Remove Shoring	3 days	Mon 11/3/25	Wed 11/5/25	128																	
130	End of Owner Bypassing	0 days	Fri 10/31/25	Fri 10/31/25	128																	
131	Install Future Use Forcemain to STA 4+00	16 days	Wed 10/22/25	Wed 11/12/25	127																	
132	Anticipated Winter Shutdown - Civil	0 days	Wed 11/12/25	Wed 11/12/25	131																	
133	Anticipated Spring Startup - Civil	0 days	Mon 4/13/26	Mon 4/13/26																		
134	Electrical Trenching and Backfill	3 days	Mon 4/13/26	Wed 4/15/26	133																	
135	Generator Pad	3 days	Thu 4/16/26	Mon 4/20/26	134																	
136	Prep for Paving	4 days	Tue 4/21/26	Fri 4/24/26	135																	
137	Paving (Including Dog Park Lot, if required)	4 days	Mon 4/27/26	Thu 4/30/26	136																	
138	Re-Install Wood Fence	3 days	Fri 5/1/26	Tue 5/5/26	137																	
139	Irrigation and Landscaping	10 days	Wed 5/6/26	Tue 5/19/26	138																	
140	Project Closeout	20 days	Wed 5/20/26	Wed 6/17/26																		
141	Closeout & Punchlist	20 days	Wed 5/20/26	Wed 6/17/26	72,79,95,115																	
142	Project Completion	0 days	Wed 6/17/26	Wed 6/17/26	141																	



PROJECT SUMMARY SHEET:
LIFT STATION NO. 1 REPAIRS AND SUPPLEMENTAL FORCEMAIN, O.F. 1758.1
FY 2023 Capital Improvement Plan
Current as of: November 21, 2024

Description: *Phase 1:* Lift Station No. 1, constructed in 1976, is the City's second largest pumping station, pumping approximately 40-45% of all raw wastewater throughout the city to the wastewater treatment plant (WWTP). The current stormwater pumps and associated ball valves are deteriorating and parts are no longer available for needed repairs. The bar screen, installed in 1986, has difficulty screening rags/debris during high flows due to its large $\frac{5}{8}$ " screen openings, while modern screens are either $\frac{1}{4}$ " or $\frac{3}{8}$ ". The exhaust fan is vital for safely removing H₂S (Hydrogen Sulfide) from the building and it is currently at its end of life cycle. The wet well repairs and replacement of six sluice gates since two of the gates no longer operate due to corrosion and the other four gates are approaching the same condition.

Project status update: based on the cost associated with the horizontal drilling to complete the river crossing, this project has been divided into two phases. Phase One will complete upgrades and improvements in Lift Station No. 1 and Phase Two will complete the underground horizontal crossing of the Missouri River.

Phase 2: The existing Lift Station No. 1 (LSI) force main was constructed in 1979 and is the only river crossing for this section of the City's sewer collection system. The forcemain was installed in 1979 to replace a 20-year-old cast iron pipe that ruptured within the river channel. Should the 1979 forcemain fail, similar to the October 1978 event, the station would again discharge raw sewage to the Missouri River until a new main was installed, which would likely take several-months.

Justification: *Phase 1:* The renovation of Lift Station No. 1 provides future reliability of pumping an average of 3.63M gallons daily of raw wastewater to the WWTP, minimizing the risk of service interruption, wastewater bypassing to the Missouri River, regulatory exposure, and environmental damage associated with aging equipment.

Phase 2: The construction of a redundant force main provides resilience and reliability in this segment of the City's critical infrastructure, minimizing the risk of service interruption, regulatory exposure, and environmental damage associated with having a single point of failure.

Scope: *Phase 1:* Upgrades and repairs to Lift Station #1 include replacing stormwater pumps, bar screen, internal water system replacement, wet well repairs, exhaust fan replacement, door replacement, installing generator, automatic transfer switch, and miscellaneous concrete repairs.

Phase 2: Install 2,100 linear feet of 24" sanitary sewer force main and all work necessary to complete the installation and connect Lift Station #1 to the WWTP.

Added to CIP: 1st FY2023/FY2024

CIP Timeline: ~~Construction FY2024;~~ Pushed to 2025 due to design issues; equipment procurement & long lead times

Cost:

- CIP programmed: \$150,000/FY23 \$7,650,000/FY24
 - o 60%: \$15,553,892.45
 - o 90%: \$9,653,598.73 (Project was then split into two Phases)
- Current Working Estimate: ~~\$9.3M; \$9.0M~~ \$11.3M
- Awarded Cost: \$1.3M – Eng (TD&H); \$265,000 – GCCM (Preconstruction Phase)
- Early Work Agreement Procurement (PCI): \$1,081,777.98 – Pumps; \$585,112.03 - Valves
- Final Cost: TBD

PROJECT SUMMARY SHEET:
LIFT STATION NO. 1 REPAIRS AND SUPPLEMENTAL FORCEMAIN, O.F. 1758.1
FY 2023 Capital Improvement Plan
Current as of: November 21, 2024

Funding Source(s): ARPA Competitive Grant \$2,000,000, ARPA MAG \$3,854,585, \$5,521,597 Sanitary Sewer

- Funding Match Requirements: 50% ARPA Competitive requirements

Planned Execution Method: General Contractor/Construction Manager

Planned Construction CY: ~~Winter 2023~~ Spring 2025 to Fall 2026

Current Project Stage (Estimated Completion Date): Project has moved into construction phase contract with TD&H and construction contract with Prospect Construction. The project is transitioning to construction phase. The Commission approved Prospect’s preconstruction agreement to do two “Early Work Amendments” to purchase valves and Vertical Pumps. City Staff asking the Commission approval with TD&H on the Professional Service Agreement (PSA) Amendment No. 1 for Construction Services and also with Prospect on Construction Contract and Guaranteed Maximum Price for project, all of which will go before Commission for approval. Estimated construction completion is Fall 2026.

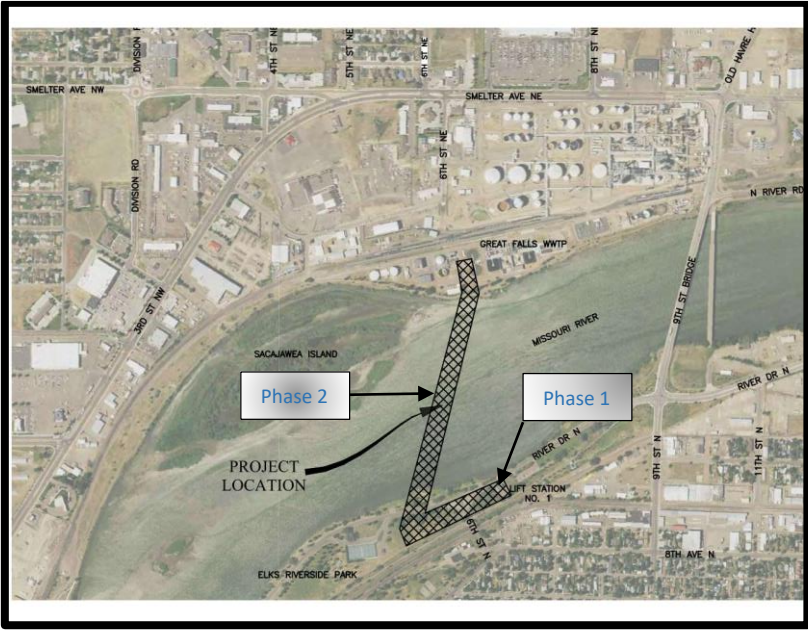
Planning (Fall 2023), 100% Design (September 2024), Construction (TBD), Warranty (TBD)

- Design and Construction Method: GCCM
- Consultant: TD&H
- Contractor: Prospect Construction

City Commission Approvals Summary:

- PSA with TD&H (January of 2022)
- GCCM Resolution (April 2023)
- Preconstruction Agreement with Prospect Construction (September 2023)
- Early Work Amendments Approved (11/6/2024)
- Construction PSA Amendment No. 1 with TD&H (December 3, 2024 Agenda Report)
- Construction Contract including GMP with Prospect Construction (December 3, 2024 Agenda Report)
- Future Change Orders (if required)
- Phase 2 Components (2028, depending on funding)

Map & Site Pictures:





Commission Meeting Date: December 3, 2024
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Construction Agreement: South Great Falls Storm Drain Middle Basin, OF 1820.0

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Consider and Award Construction Agreement

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (award/not award) a construction agreement in the amount of \$1,581,695.80 to United Materials of Great Falls, Inc. for the South Great Falls Storm Drain Middle Basin 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 construction agreement.

Summary: This project makes improvements to storm drain infrastructure in the South Great Falls Middle Basin, connecting existing storm drain pipe in 10th Street South near 24th Avenue South with existing pipe in 6th Street South near 30th Avenue South.

Background: The *South Great Falls Storm Drainage Master Plan* was completed in April 2012. The plan studied existing conditions and recommended storm drain mains, detention ponds, and outfalls for north, middle, and south basins for the South Great Falls area to be utilized as a planning tool. Eight previous projects have been constructed as a result of recommendations from the study. Five projects remain, including this one, which is required to mitigate flooding. The study noted that residents of the area have voiced concerns regarding periodic flooding problems.

Existing flows from 22nd Avenue South are captured by a 30” storm main in 10th Street South, which terminates at the northeast corner of a parcel owned by Great Falls Public Schools. Storm water then flows over land across the school parcel and into a 48” storm main in 6th Street South, which eventually outfalls into the Missouri River. This project will install 36” to 48” storm drain pipe parallel to an existing sanitary sewer main, as well as manholes and inlets as needed to connect the gap in infrastructure. These improvements will capture flows from the school parcel and area to the north and mitigate potential flooding throughout the area.

Workload Impacts: Water and Environmental Technologies (WET) with assistance from the Public Works Department, completed design phase engineering, including plans and specifications. City staff will perform construction phase engineering services, project inspection, and serve as a point of contact for City correspondence.

Project Work Scope: See attached Project Summary Sheet

Evaluation and Selection Process: This project was advertised and competitively bid. Sealed bids were opened on November 20, 2024 and the City received 5 responsible bids, summarized on the attached bid tabulation. The lowest responsible bidder is United Materials.

Conclusion: Staff recommends awarding the construction contract to United Materials to extend the storm drainage improvements from 6th Street South to 24th Avenue South.

Fiscal Impact: This project is selected and prioritized in accordance with the Public Works Capital Improvements Program and is budgeted using available funds from the Storm Enterprise Fund.

Alternatives: The City Commission has the option to reject the construction contract and instruct City Staff to: (1) Delay the project for a later date, resulting in continued stormwater flowing over land across school property, or (2) cancel the project, leading to higher costs associated with installing the storm drain at a later date.

Attachments/Exhibits:

Project Summary Sheet

Bid tabulation

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

BID TABULATION SUMMARY

OF # 1820.0 SOUTH GREAT FALLS STORM DRAINAGE IMPROV.

BIDS TAKEN AT CIVIC CENTER

DATE: 20-NOV-24

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	GERANIOS ENTERPRISES, INC. 320A CENTRAL AVE	Y	Y	Y	Y	Y	\$2,069,350.00
2	UNITED MATERIALS, INC. P.O. BOX 1690 GREAT FALLS, MT 59403	Y	Y	Y	Y	Y	\$1,581,695.80
3	CENTRAL PLUMBING 3701 RIVER DRIVE NORTH GREAT FALLS, MT 59405	Y	Y	Y	Y	Y	\$2,027,767.00
4	CAPCON LLC	Y	Y	Y	Y	Y	\$1,797,000.00
5	WESTERN MUNICIPAL CONST. 5855 ELYSIAN ROAD	Y	Y	Y	Y	Y	\$1,776,740.00
6							
7							
8							
9							
10							

**PROJECT SUMMARY SHEET:
SOUTH GREAT FALLS STORM DRAIN IMPROVEMENTS MIDDLE BASIN, O.F. 1820.0
FY 2024 Capital Improvement Plan
Current as of: November 20, 2024**

Description: Installs new storm drain pipe to connect existing storm drain in 6th Street South and 10th Street South.

Justification: Currently, storm water flows over Great Falls School District property. Project will connect existing storm drain systems to outfall in Missouri River. Design based on recommendations in the South Great Falls Storm Drainage Master Plan from 2012.

Scope: Design and install 3,250 linear feet of 48-inch to 36-inch storm drain pipe to connect existing storm drain in 6th Street South to existing storm drain in 10th Street South.

Added to CIP: 1st half FY2024

CIP Timeline: On track

Cost:

- CIP programmed cost/FY: \$1.8M/FY25
- Current Working Estimate (Engineering): \$195,000
- Current Working Estimate (Construction): \$1.8M
- Awarded Cost: \$1.6M
- Final Cost: TBD

Funding Source(s): Utilities (Storm)

Planned Execution Method: Design-Bid-Build

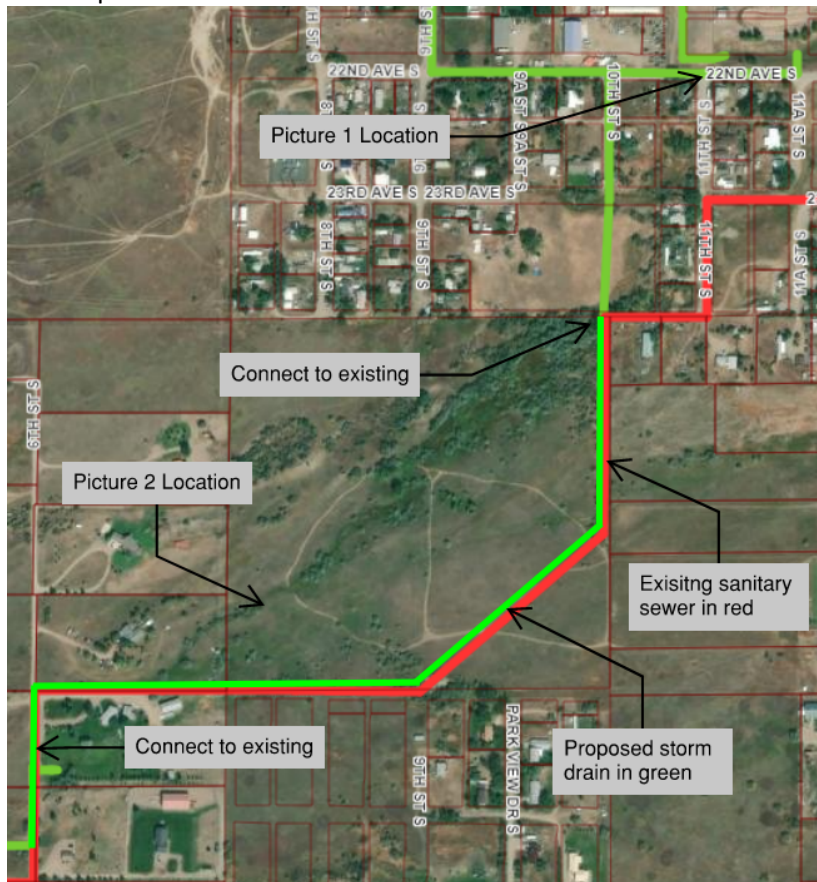
Planned Construction CY: Spring 2025 to winter 2025

Current Project Stage (Estimated Completion Date): Commission Award (December 3, 2024)

- Design Method: Consultant (Water & Environmental Technologies)

Map & Site Pictures:

Site Map:



**PROJECT SUMMARY SHEET:
SOUTH GREAT FALLS STORM DRAIN IMPROVEMENTS MIDDLE BASIN, O.F. 1820.0
FY 2024 Capital Improvement Plan
Current as of: November 20, 2024**

Picture 1: Flooding near 22nd Avenue South and 11th Street South:



Picture 2: Flooding near 6th Street South





Commission Meeting Date: December 3, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Award Security Contract: GFPD Evidence Building Expansion, O.F. 1684.3

From: Finance Department

Initiated By: Finance Department, Police Department

Presented By: Sylvia Tarman, ARPA Project Manager

Action Requested: Approve Security Contract

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) a contract in the amount of \$24,860.00 to Alert Security Professionals for the GFPD Evidence Building Expansion Project utilizing American Rescue Plan Act funds, and authorize the City Manager to execute the construction contract documents.”

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

Staff Recommendation:

Approve security contract award to Alert Security Professionals for the GFPD Evidence Building Expansion Project.

Summary:

The GFPD Evidence Building Expansion project includes construction of an approx. 8,000 sf addition onto the south side of the existing Police Dept. building. Construction was awarded in February 2024, and work began in August. Alert Security has provided a quote for security equipment installation in the new Evidence Building.

Background:

The GFPD Evidence Building Expansion project was identified as a Tier 1 ARPA project in April of 2022. The project went out for bid at the end of 2023, and a construction contract was awarded in February 2024. Construction began in August, and is currently on a winter shutdown.

City staff have been working with our architect and contractor to evaluate the security and access needs of the new addition. City staff reached out to Alert Security to provide a quote for security controlled doors and cameras, as they provide the security systems of the existing building. This will ensure that the

security system of the addition will be able to fully integrate with and operate in the same manner as the existing system.

The project team has reviewed the project requirements and the proposal provided, and are confident that Alert Security's proposal will satisfy the project's needs and recommend that the Commission approve the contract.

Fiscal Impact

This project is being awarded American Rescue Plan Act (ARPA) Funds, in the amount of \$24,860.00. This brings the overall project budget to \$4,058,457.50.

Concurrences:

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

Attachments/Exhibits:

Alert Security Contract

Evidence Building Budget Summary

[NOT BINDING IF USED FOR AGREEMENTS FOR CONSTRUCTION SERVICES AND NON-CONSTRUCTION SERVICES COSTING MORE THAN \$25,000]

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403, hereinafter referred to as “City,” and **ALERT SECURITY PROFESSIONALS**, Great Falls, MT, 59403, hereinafter referred to as “Contractor.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Purpose:** City agrees to hire Contractor as an independent contractor to perform for City the services described in the Scope of Services attached hereto as Exhibit “A” and by this reference made a part hereof.
2. **Effective Date:** This Agreement is effective upon the date of its execution and will terminate on the 31st day of August, 2025. The parties may extend this agreement in writing prior to its termination.
3. **Scope of Work:** Contractor will perform the work and provide the services in accordance with the specifications and requirements of the Scope of Services.
4. **Payment:** City agrees to pay Contractor TWENTY-FOUR THOUSAND, EIGHT-HUNDRED SIXTY DOLLARS (\$24,860.00) for the work described in the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.
5. **Independent Contractor Status:** The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City’s personnel policies handbook and may not be considered a City employee for workers’ compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor shall comply with the applicable requirements of the Workers’ Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers’ compensation coverage for all members and employees of Contractor’s business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

Contractor shall furnish City with copies showing one of the following: (1) proof of registration as a registered contractor under Title 39, Chapter 9, MCA; (2) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption from workers' compensation granted by law for independent contractors.

6. Indemnification: To the fullest extent permitted by law, Contractor shall fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Contractor's performance of this Agreement and Contractor's work on the Construction Project or work of any subcontractor or supplier to Contractor. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the City which would otherwise exist. Contractor's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City. Contractor also waives any and all claims and recourse against the City or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except responsibility for its own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent, according to 28-2-702, MCA. These obligations shall survive termination of this Agreement and the services performed hereunder.

7. Insurance: Contractor shall purchase and maintain insurance coverage as set forth below. The insurance policy, except Workers' Compensation, must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured or contain a blanket additional insured endorsement and be written on a "primary—noncontributory basis, and on an occurrence, not a claims made basis." Contractor will provide the City with applicable additional insured endorsement documentation substantially similar or identical to the example set forth below. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI, as will protect the Contractor, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for a minimum of one (1) year following the date of expiration of Contractor's warranties. All insurance policies, except Workers' Compensation, must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Contractor, City, and all other additional insureds to whom a certificate of insurance has been issued. All insurance documentation shall be in a form acceptable to the City.

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

- 1. Commercial General Liability (bodily injury and property damage) \$1,000,000 per occurrence
\$2,000,000 aggregate
- 2. Products and Completed Operations \$2,000,000
- 3. Automobile Liability \$1,000,000 combined single limit
- 4. Workers' Compensation Not less than statutory limits
- 5. Employers' Liability \$1,000,000
- 6. Professional Liability (E&O) (only if applicable) \$1,000,000 per occurrence
\$2,000,000 aggregate

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

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

Legal reviewer initials: Approved Denied

Additional Insured Endorsement Example:

POLICY NUMBER COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in this 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 leased to you.

8. Warranty: Contractor represents and warrants as follows:

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

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

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

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

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

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

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

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

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

9. **Compliance with Laws:** Contractor agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. As applicable, Contractor agrees to purchase a City safety inspection certificate or special business license.

10. **Contractors’ Gross Receipts Tax:** Contractor understands that all contractors or subcontractors working on a publicly funded project are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is Eighty Thousand Dollars (\$80,000) or more.

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

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

13. **Liaison:** City’s designated liaison with Contractor is **Sylvia Tarman** and Contractor’s designated liaison with City is **Tom Plunkett**.

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

15. **Binding:** This Agreement and all of the covenants hereof shall inure to the benefit and be binding upon the City of Great Falls and the Contractor respectively and their partners, successors, assigns and legal representatives. Neither the City nor the Contractor shall have the right to assign, transfer or sublet their interest or obligations hereunder without written consent of the other party.

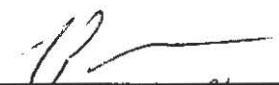
16. **Amendments:** Any amendment or modification of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of the Agreement.

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

CITY OF GREAT FALLS, MONTANA

**CONTRACTOR:
Alert Security Professionals**

By: _____
Print Name:
Print Title: Director
Date: _____

By:  _____
Print Name: Tom Plunkett
Print Title: Owner
Date: 11-15-24

Compliance with ¶7 Insurance
Reviewed/Approved by: _____
Angela Swingley, Risk Management Specialist

*Reviewed/Approved as to form by: _____
Legal Department

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

Contractor shall not begin work on project until receiving a fully-executed copy of this Agreement.

Department Records Coordinator - Retain/Maintain original pursuant to RIM Policy



- VIDEO SURVEILLANCE
- FIRE AND BURGLAR ALARMS
- ACCESS CONTROL
- LOSS PREVENTION CONSULTING
- INVESTIGATIONS

Toll-Free 1.866.553.8080
 alertsecuritypro@gmail.com
 alertsecurityprofessionals.com

Estimate

Customer

Name GFPD Access Control Add-On
 Address 112 1st st south
 City Great Falls State MT ZIP 59403
 Phone 406-771-1180

Misc

Date 7/30/2024
 Rep twp

Qty	Description		TOTAL
14	Single Door Controller/Reader/POE injector	\$ 1,050.00	\$ 14,700.00
14	Reader	\$ 150.00	\$ 2,100.00
70	Labor: Mount Controller above door. Mount reader. Connect panel to door strike (provided by customer) Program panel to existing software. Cat5e or cat 6 cable provided and installed by customer. All poe switches provided by customer.	\$ 80.00	\$ 5,600.00
1	5- Year software license due in 2026 (80 up to 80 doors)	\$ 700.00	\$ 700.00
1 Year Parts and Labor Warranty			
		Total	\$ 23,100.00

Thank you
 Tom Plunkett
 Alert Security Professionals
 406-788-8332

POM-

Customer

Name Great Falls PD
 Address 112 1st St S
 City Great Falls PD State MT ZIP 59401
 Phone 406-771-1180

Misc

Date 10/17/2024
 Order No. _____
 Rep twp

Qty	Description	Unit Price	TOTAL
22	"Peace Of Mind" Program Set Up Charge "Down Payment/Install" Install: \$80 per Camera (connect cameras to cable installed by contractor). Mount cameras, program dvr.		\$ 1,760.00
1	Rental Equipment Monthly Prices: 16 Camera System (\$175 per month)		
1	20 Camera System (\$200 per month)		
1	24 Camera System (\$225 per month)		
1	32 Camera System (\$350 per month)		
Alert Security Professionals will repair or replace any defective rental equipment during the "POM" program. Customer is responsible for replacing any equipment that is damaged due to vandalism, negligence, theft, fire or water damage.			
Lifetime Warranty/Cancel Anytime			

SubTotal	\$ 1,760.00
Shipping	
TOTAL	\$ 1,760.00

Please Make Check Payable To:
Alert Security Professionals
PO Box 1103
Great Falls, MT 59403-1103

Tax Rate(s)

Customer Signature

Thank You for Your Business!

GFPD Evidence Building		
Design	\$488,847.50	Under Contract
Construction	\$3,544,750.00	Under Contract
Security contract	\$24,860.00	Pending Approval
Furniture	\$10,000.00	Rough estimate

Project Total \$4,068,457.50



Commission Meeting Date: December 3, 2024
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Furniture Order for Civic Center Court Relocation Project, OF 1750.3

From: Sylvia Tarman, ARPA Project Manager

Initiated By: Finance Dept.

Presented By: Sylvia Tarman, ARPA Project Manager

Action Requested: Approve Purchase

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the furniture order for the Civic Center Court Relocation Project in the amount of \$273,243.85, purchased under the State TIPS/Omnia contract.”

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 furniture order from Western Office Equipment (WOE) for the Civic Center Court Relocation Project, purchased through the State TIPS/Omnia contract, in the amount of \$273,243.85.

Summary: City staff worked with Western Office Equipment to identify and procure furnishings for the new Court location, for installation after the construction process has been completed. Lead time on the furniture can be quite long, therefore City Staff recommend placing the furniture order at this time, to coincide with completion of construction.

Background: Civic Center Court Relocation Project was identified as a Tier 1 ARPA project in April 2022, and City Staff began working with Cushing Terrell to come up with an adequate design. The project went out for bid in January 2024, and work began in August. City staff has been working with Cushing Terrell and WOE for the last few months to work up an adequate furniture plan that would suit the needs of the Court staff. After months of design and product selection, WOE has provided an estimate for the order. This estimate also includes a price for receiving, storing, and installing the furniture as well.

Furniture for the Court staff is similar to equipment selected for other office remodels to include: desks, chairs, filing cabinets, and small breakroom tables. The court staff is repurposing some of their existing furniture, namely for their main filing systems, but the majority of their desks and personal storage is dated and wouldn't work in the new space. A large part of the furniture order includes furniture for each of the new court rooms and jury rooms. The project team selected pieces that were mostly wood to match

the overall design of the courtroom, as well as complementing the historic nature of the space. Gallery seating was selected to be easy to clean and move around, while in keeping with the overall aesthetic. Jury room furniture was selected to look nice, as well as for durability. This higher caliber of furniture was selected to make sure this new space was beautiful and functional for years to come.

City Staff and Cushing Terrell have reviewed the proposal, and are confident that it will satisfy the project's needs and recommend that the Commission approve the purchase.

Conclusion – City staff has reviewed the proposed furniture order and approved all furnishings and finishes. City staff recommends placing the furniture order now, given the long lead times and ARPA deadlines.

Fiscal Impact: This purchase would be funded with American Rescue Plan Act (ARPA) Funds, in the amount of \$273,243.85. This purchase would bring the total project budget to \$3,212,727.41

Alternatives: The City Commission could vote to decline the furniture order.

Concurrences: Representatives of the Legal and Finance Departments have coordinated in development of this proposal.

Attachments/Exhibits:

Product Order Summary with Western Office Equipment assembly & installation quote

Furniture Summary

Furniture Cut Sheets

TIPS/Omnia contract sheets

Court Relocation Budget Summary



Western Office Equipment P.O. Box 1463 Great Falls, MT 59403 (406) 761-7473

City of Great Falls – Courts
Sylvia Tarman
11/7/2024

Zoeftig (Not on a buying contract)
4-2 unit comprising: 2 seats and 3 arms ASASA
2-3 unit comprising: 3 seats and 4 arms ASASASA
8-4 unit comprising: 4 seats and 5 arms ASASASASA
4-5 unit comprising: 5 seats and 6 arms ASASASASASA
Seating Delivery to 317 2nd St S, Great Falls, Mt 59405
Black Paint, Seat to be PVC Upholstered or Natural Teak Plywood, Back to be Natural Teal Plywood
Total Cost Drop shipped \$36,895.32

NOTE FROM ZOEFTIG- I would strongly advise against having the seats in the wood for the following reasons – They will mark and scratch very easily from studs on denim jeans and other metal objects. Not very ergonomic as you get ‘butt slide’ If you proceed they would need a waiver signed.

Krug (TIPS Contract)
See Quote \$18,227.66
Total Cost Drop shipped

Datum (Not on a buying contract)
1-Welded locker 24” x 24” x 72”, under shelf coat frame,center divider, hanging lock box, side mount
Accessory, hook, body armor tray for drawer, shelf, kit to lock
Total Cost Drop shipped \$2,276.02

Agati (NCPA/Omnia Contract)
See Quote
Total Cost Drop shipped \$74,238.42

Indiana Furniture (NCPA/Omnia Contract)
See Quote
Total Cost Drop shipped \$44,633.25

Steelcase (NCPA/Omnia Contract)
See Quote
Total Cost Drop shipped \$71,102.55

FireKing (Not on a buying contract)
1-KF2115-1WHE
Total Cost Drop shipped \$1,030.28



Western Office Equipment P.O. Box 1463 Great Falls, MT 59403 (406) 761-7473

Total furniture cost drop shipped to Montana \$248,403.50

Cost to receive, Store for 30 days and deliver and install \$24,840.35

Total price \$273,243.85

Prepared By
Scott Dimke

A handwritten signature in blue ink, appearing to read 'Scott Dimke', written over the printed name.

50% Deposit required for furniture costs to order.
50% Payment for furniture cost due when product ships.
Storage and Delivery fee due upon completion of work.

NCPA contract

Order Address: Authorized Dealer
c/o Indiana Furniture
Authorized Dealer Address

Contract Title: Furniture

Contract Number: 07-97

Expiration Date: 9/30/2025

Delivery: FOB Destination CONUS, Prepaid & Delivered over \$3,000 (net value, product only), \$300 net freight charge under \$3,000

Payment Terms: Net 30

Price List: May 13, 2024

Delivery Level: Dock Delivered

Discount: 55% off List

Services: Non-Union Not to exceed (Per Man Hour)
\$90.00 – Layout & Design
\$75.00 – Installation
\$75.00 – Reconfiguration
\$90.00 – Project Management

Union Not to exceed (Per Man Hour)
\$90.00 – Layout & Design
\$175.00 – Installation
\$175.00 – Reconfiguration
\$175.00 – Project Management

Storage: \$1.75 – Per Square Foot

Contact: Customer Service: 800-422-5727
sales@indianafurniture.com



Court Furniture Summary

Court Staff Offices:

- 10 desk work stations for staff
- 2 printer cabinets
- 14 desk chairs
- 2 tall chairs for court window
- 2 multi-section desks for judge and manager
- 6 guest chairs for judges and managers office
- 2 wardrobes for judge's offices
- 2 bookcase for judge's office
- 1 small safe
- 1 footlocker for bailiff
- 1 small break room table
- 2 breakroom chairs
- 1 coat rack

Court Rooms:

- 2 judge's chairs
- 4 clerk chairs
- 34 wood jury and bailiff chairs
- 4 wood counsel tables
- 2 wood podiums
- 2 wood witness stands
- 18 units of banked gallery seating (various configurations)
- 5 wooden benches (for hallway)

Jury rooms:

- 2 conference tables
- 16 leather conference chairs
- 2 small cupboards



KRUG INC. 421 MANITOU DRIVE,
KITCHENER, ONTARIO, N2C 1L5
Tel. (519) 748-5100 Fax (519) 748-5177

TIPS Quote No.: 29219 City of Great Falls Court, Great Falls, MT

Prepared By: Ellen Schumacher
eschumacher@krug.ca
607-590-5655

TIPS CONTRACT # 23031 **Date:** 7/16/2024

Rep Group: Kayser Wesner

Please note that all graded-in textiles, are subject to price changes from textile suppliers, often without little or no notice from the supplier. Therefore, quoted textile grading is subject to change at any time, and is not guaranteed by this quote.

Line # Tag	Part Number	Part Description	Qty	Unit List	List	Ext List	Sell - %	Net	Ext. Net
1	SQ# 31733	TIPS Contract # 23031	1	\$ 0.00	\$ 0.00	\$ 0.00	0.00	\$ 0.00	\$0.00
		Please note SQ# 31733 on PO		\$ 0.00					
2	177-A	Bank of England, w/Arms & Wood Seat and Back	30	\$ 1,181.00	\$ 1,181.00	\$ 35,430.00	54.88	\$ 532.87	\$15,986.10
		Oak, Cherry Finishes on Beech		\$ 0.00					
		FINISH: Krug Standard Finishes: TBD		\$ 0.00					
3	SPL177-A	SPL Bank of England Armless Side Chair, w/Wood Seat and Back	4	\$ 1,242.00	\$ 1,242.00	\$ 4,968.00	54.88	\$ 560.39	\$2,241.56
		EQ#500238A		\$ 0.00					
		Oak, Cherry Finishes on Beech		\$ 0.00					
		FINISH: Krug Standard Finishes: TBD		\$ 0.00					
GRAND TOTAL:									\$18,227.66

Line #	Tag	Part Number	Part Description	Qty	Unit List	List	Ext List	Sell - %	Net	Ext. Net
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Accuracy is the requestor's responsibility. Please verify measurements and pricing accuracy prior to submitting your order.

Shipping lead time will be based on factory loading at time of order.
Quotes are valid for a maximum 60 days from date of issue unless otherwise voided.

Please Include Quote Number on your P.O.

Quote #: 2400217.7

Project #: 240217



451 N. Claremont Ave. Chicago, IL 60612 O.312.829.1977 F. 312.829.8249

Project Name: City of Great Falls - City Courts - Civic Center

Ship to:

City of Great Falls
Great Falls, MT 59403

Quote Recipient:

For questions on your quote please contact your Project Coordinator below

Katrina Monreal kmonreal@agati.com

Please Note: Information listed below in **RED** is missing and will delay processing of your order

QTY	Item#	Item Specification	List	Ext. List	Net	Ext. Net
4	T1	<p>CHR-TBL-CORT-9636-30-MOD Charles Courtroom Rectangular Counsel Table with wood edgeband, Marmoleum or plastic laminate inset top, and solid and veneer wood base. Table features a wood veneer modesty panel. In Cherry</p> <p>96w 36d 30h</p> <p>TAG: (2) Courtroom 1 (2) Courtroom 2 Top Inset Material: Plastic Laminate Top Edge Type: 3mm Wood Edgeband Top Edge Material: Cherry Table Laminate Material: Wilsonart Montana Walnut 7110K-78 Base Material: Wood Wood Finish: AG-Montana Walnut</p> <p>Table Custom Specification: MOD: Size</p>	12,253.96	49,015.84	6,433.33	25,733.32
2	PD1	<p>CHR-PDM-CORT-3624-48 Charles Courtroom Podium with wood edgeband, Marmoleum or plastic laminate inset top, and solid and veneer wood base. Podium features a wood veneer modesty panel. In Cherry.</p> <p>TAG: (1) Courtroom 1 (1) Courtroom 2 Top Inset Material: Plastic Laminate Top Edge Type: 3mm PVC Top Edge Material: Cherry Table Laminate Material: Wilsonart Montana Walnut 7110K-78 Base Material: Wood Wood Finish: AG-Montana Walnut</p>	12,189.00	24,378.00	6,399.23	12,798.45
2	WTN1	<p>BRW-WTN-CORT-3830-33 Brown Courtroom</p>	12,975.00	25,950.00	6,811.88	13,623.75

Quote #: 2400217.7

Project #: 240217



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		<p>Witness Stand with wood edgeband, Marmoleum or plastic laminate inset top, and solid and veneer wood base. Bench features a wood veneer modesty panel. In Cherry.</p> <p>TAG: (1) Courtroom 1 (1) Courtroom 2</p> <p>Top Inset Material: Plastic Laminate Top Edge Type: Brown Wood Edge Top Edge Material: Cherry Table Laminate Material: Wilsonart Montana Walnut 7110K-78 Wood Finish: AG-Montana Walnut</p>				
2	T2	<p>TBL-YBSE-9636-29-MOD Metal Base Tables Rectangular Table with Duracast Y-Base and Stretcher. Marmoleum or plastic laminate top. PVC edgeband, metal powdercoat base. 96w 36d 29h</p> <p>TAG: (1) Jury Room 1 (1) Jury Room 2</p> <p>Top Inset Material: Plastic Laminate Top Edge Type: 3mm PVC Top Edge Material: Charter Table Laminate Material: Wilsonart Montana Walnut 7110K-78 Base Material: Metal Metal Base Finish: Black Wrinkle</p>	3,705.34	7,410.68	1,945.30	3,890.61
3	B1	<p>DEP-STG-1520-122 Depaul Bench Bench with wood seat and intermediate leg.</p> <p>122w 22d 19h</p> <p>TAG: Waiting Room 243.1</p> <p>Seating Wood Material: Cherry Seating Wood Finish: AG-Montana Walnut</p>	8,663.00	25,989.00	4,548.08	13,644.23
2	B2	<p>DEP-STG-1520-76 Depaul Bench Bench with wood seat and intermediate leg.</p> <p>76w 22d 19h</p> <p>TAG: Hallway 243</p> <p>Seating Wood Material: Cherry Seating Wood Finish: AG-Montana Walnut</p>	4,331.50	8,663.00	2,274.04	4,548.08
1		FRGHT-DOCK-INCL	0.00	0.00	0.00	0.00

Agenda #19.

Quote #: 2400217.7

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FURNITURE

11/4/24

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451 N. Claremont Ave. Chicago, IL 60612 O.312.829.1977 F. 312.829.8249

	Freight Dock Included Dock delivery included--Truck(s) will arrive at delivery address where receiving party is expected to unload the truck(s) for storage at warehouse or to bring inside end user location for installation.				
1	INSTL-DEALER Dealer Install - Not Included by Agati <i>Dealer will install product</i>	0.00	0.00	0.00	0.00
List Totals		141,406.52			
Sub Totals					74,238.42
Tax Totals					\$0.00
Net Totals					\$74,238.42

Terms and Conditions

All prices are quoted on NCPA / OMNIA Contract Number 09-22

Terms: 30% - Deposit to Initiate Production

- 30% Prior to delivery and installation
- 40% Upon completion of punch list
- 10% can be held for retention until punch list is complete

Prices are Valid Until Sunday, February 2, 2025

Custom items, 3-Form, and Solid Surface quotes are good for 30 days.

Product or quantity changes require a requote.

Plastic laminate is quoted in standard grade only. Premium laminate is an up-charge and requires a requote.

Lead Time: 12-18 weeks from approved shop drawings.

****Please send in PO's 12-20 weeks prior to delivery****

Please send all Purchase Orders to orders@agati.com

*****Please Note*****

All fabrics specified for Hampton, Pod, Nook, Fan, and Orb Product Lines require a memo sample for approval unless fabric is preapproved by Agati . Call 312-829-1977 for preapproved list.

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Quote #: 2400217.7
Project #: 240217



11/4/24
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Agenda #19.






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Innova

Furniture

City of Great Falls Courts

Item	Color	Preview	Mfg	Part Number	Part Description	Qty	List	Sell	Ext List	Ext Sell	Sell - %
1			IDD	29-1572WD	72" Wall Mount Hutch	1	\$ 3,673.00	\$ 1,633.75	\$ 3,673.00	\$ 1,633.75	55.000
2			IDD	29-1870WL	Mahogany Walnut Wilmington Timberline Locking 18" Wardrobe/Storage Cabinet Left	1	\$ 3,122.00	\$ 1,404.90	\$ 3,122.00	\$ 1,404.90	55.000
3			IDD	29-1870WR	Mahogany Walnut Jefferson & Wilmington Knob Timberline Locking 18" Wardrobe/Storage Cabinet Right	1	\$ 3,122.00	\$ 1,404.90	\$ 3,122.00	\$ 1,404.90	55.000
4			IDD	29-2072DL	Mahogany Walnut Jefferson & Wilmington Knob Timberline Locking 72" Double Lateral File Credenza	1	\$ 5,242.00	\$ 2,358.90	\$ 5,242.00	\$ 2,358.90	55.000
5			IDD	29-2448RF	Wood Veneer Mahogany Walnut Arlington Base Molding Wilmington Timberline Locking Vinyl Wrap Miter Fold Drawer Box Construct... Grommet Center Black Grommet Standard Grommet in Back Panel Black Grommet	1	\$ 3,382.00	\$ 1,521.90	\$ 3,382.00	\$ 1,521.90	55.000

Item	Color	Preview	Mfg	Part Number	Part Description	Qty	List	Sell	Ext List	Ext Sell	Sell - %
6			IDD	29-3672LP	36x72 Single Pedestal Desk Left	1	\$ 4,484.00	\$ 2,017.80	\$ 4,484.00	\$ 2,017.80	55.000
				W MW BM2900 M2900 WLM MITER GR BLK	Wood Veneer Mahogany Walnut Arlington Base Molding Arlington Decorative Molding Wilmington Vinyl Wrap Miter Fold Drawer Box Construc... Grommet Right Black Grommet 10" overhang on teh approach side						
7			IDD	29-3470BC	34x70 Bookcase	1	\$ 2,593.00	\$ 1,166.85	\$ 2,593.00	\$ 1,166.85	55.000
				MW	Mahogany Walnut						
8			IDD	226	Cirka Guest Chair, 24"W x 23-1/2"D x 30"H	2	\$ 1,516.00	\$ 682.20	\$ 3,032.00	\$ 1,364.40	55.000
				MW (GRD2) OTHER TOR	Mahogany Walnut Grade 2 Enter Approved Fabric Selection SPRAULDING GENERO MARLIN GEN-1909 Brass Nail Trim - Standard						
sub					Subtotal Judge Dunn				\$ 28,652.00	\$ 12,893.40	55.000
9			IDD	226	Cirka Guest Chair, 24"W x 23-1/2"D x 30"H	2	\$ 1,516.00	\$ 682.20	\$ 3,032.00	\$ 1,364.40	55.000
				PNW (GRD2) OTHER TOR	Pinnacle Walnut Grade 2 Enter Approved Fabric Selection SPRAULDING GENERO MARLIN GEN-1909 Brass Nail Trim - Standard						
10			IDD	29-3470BC	34x70 Bookcase	1	\$ 2,593.00	\$ 1,166.85	\$ 2,593.00	\$ 1,166.85	55.000
				PNW	Pinnacle Walnut						
sub					Subtotal Judge Bolstad				\$ 5,625.00	\$ 2,531.25	55.000

Item	Color	Preview	Mfg	Part Number	Part Description	Qty	List	Sell	Ext List	Ext Sell	Sell - %
11			IDD	226	Cirka Guest Chair, 24"W x 23-1/2"D x 30"H	2	\$ 1,516.00	\$ 682.20	\$ 3,032.00	\$ 1,364.40	55.000
				MW (GRD2) OTHER TOR	Mahogany Walnut Grade 2 Enter Approved Fabric Selection SPRAULDING GENERO MARLIN GEN-1909 Brass Nail Trim - Standard						
sub					Subtotal Office 253				\$ 3,032.00	\$ 1,364.40	55.000
12			IDD	184TB	Bremar Tufted High Back Swivel, 28"W x 26-1/2"D x 42"-46"H	2	\$ 3,648.00	\$ 1,641.60	\$ 7,296.00	\$ 3,283.20	55.000
				PNW (GRD2) CANTER EPU ONYX KT ABRS BLCs	Pinnacle Walnut Grade 2 Momentum Canter EPU Canter Onyx Yes - Knee-tilt Control Brass Nail Trim Black Hooded Casters						
sub					Subtotal Judge in Courts				\$ 7,296.00	\$ 3,283.20	55.000
13			IDD	132TB	Kennery High Back Swivel Tilt w/ Tufted Back, 27"W x 26"D x 40"-43"H	20	\$ 2,129.00	\$ 1,228.05	\$ 54,580.00	\$ 24,561.00	55.000
				PNW (GRD2) CANTER EPU ONYX ABRS BLCs	Pinnacle Walnut Grade 2 Momentum Canter EPU Canter Onyx No - Knee-tilt control Brass Nail Trim Black Hooded Casters						
sub					Subtotal Delivery Rooms (16) Clerk o...				\$ 54,580.00	\$ 24,561.00	55.000
					Grand Total				\$ 99,185.00	\$ 44,633.25	55.000

NCPA an OMNIA partner

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
1036	10/29/24		CITYOF	Scott Dimke	

Quote To

City of Great Falls, Civic Cen
 2 Park Dr S
 Mansfield Theater The
 Great Falls MT 59401-4006

Ship To

City of Great Falls, Civic Cen
 2 Park Dr S
 Mansfield Theater The
 Great Falls MT 59401-4006

Terms Net 30 Days

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
1	1	490412 STEELCASE Move; Chair, Plastic back, Arms, Glides Frame Finish: STANDARD PAINT 7239 - MIDNIGHT Shell Finish: PLASTIC 6259 - MIDNIGHT(SOLAR BLACK) Upholstery Finish: LINK 5A24 - BLUE Glide: SOFT GLIDES Soil Retardant: NO SOIL RETARDANT TREATMENT	244.72	244.72
2	1	TS4THDR24 STEELCASE Top-Table, Round, 24 dia, 1 1/8 thick, High pressure laminate EDGE :6710 STORM NOCE TOP-SURF:2HSN STORM NOCE (HPL)	142.76	142.76
3	1	TS4TBASE22 STEELCASE Base, 22 dia BASE :7360 MERLE	211.99	211.99
4	12	436UPH STEELCASE Steelcase Series 2; Chair-Upholstered back Upholstery Color Scheme: Non-Contrasting Back Stitch Detail: No Stitch Detail Back Finish: Link 5A24 - BLUE Sewn Back Upholstery: Sewn Back Cover: No Back Cover Air Back Finish: Plastic - PG1 6295 - NEAR BLACK Seat Finish: Link 5A24 - BLUE Sewn Seat Upholstery: Sewn Color Scheme: Black Base Finish: Plastic - PG1 6205 - BLACK Headrest Option: No Headrest	538.78	6,465.36

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
1036	10/29/24		CITYOF	Scott Dimke	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
5	10	Coat Hanger: No Coat Hanger Lumbar Option: Adjustable Lumbar Arm Type: Height,Width,Pivot,Depth Arm Cylinder Type: Standard Range Caster or Glide Type: Hard Casters Soil Retardant Option: No Soil Retardant CFINTRO STEELCASE CF Series Intro Single Monitor Arm Arm Finish: Smooth Paint PG2 0835 - BLACK Tilt Head: CF Standard Tilt Head w QR Bracket: C-Clamp	158.53	1,585.30
6	10	CRTWBFL STEELCASE Tower- Single Door,Box/File, Hinged Left Size Option: Modular Depth: 24.00000 Width: 15.90600 Height: 41.75000 Case Finish: Woodgrain HPL 2HSN - STORM NOCE (HPL) Headset Finish: Woodgrain HPL 2HSN - STORM NOCE (HPL) Keys: Key Plug Lock Finish: Ember Chrome 9250 - EMBER CHROME Pull: Ledge Pull Finish: Smooth Metallic 4799 - PLATINUM METALLIC	1,010.50	10,105.00
7	10	CRTWBFR STEELCASE Tower- Single Door,Box/File, Hinged Right Size Option: Modular Depth: 24.00000 Width: 15.90600 Height: 41.75000 Case Finish: Woodgrain HPL 2HSN - STORM NOCE (HPL) Headset Finish: Woodgrain HPL 2HSN - STORM NOCE (HPL) Keys: Key Plug Lock Finish: Ember Chrome 9250 - EMBER CHROME Pull: Ledge Pull Finish: Smooth Metallic 4799 - PLATINUM METALLIC	1,010.50	10,105.00

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
8	10	DSPINTRO STEELCASE POWERSTRIP INTRO Power Configuration: 2 Power, 1 USB A, 1 USB C 20W Power Finish: Plastic - PG1 6527 - MERLE Power Mount: C-Clamp Utility Power: No Utility Power Cord: 9' Standard Cord Plug: STANDARD NEMA 5-15 3-PRONG PVC: With PVC	160.49	1,604.90
9	6	MGSLTLC STEELCASE Migration SE Desk 90 Degree T Leg Basic Height Size: Modular Depth - Left: 23.00000 Depth - Right: 23.00000 Width - Left: 46.00000 Width - Right: 58.00000 Overhang: No Overhang Top Surface Finish: Woodgrain HPL 2HSN - STORM NOCE (HPL) Edge Finish: Plastic - PG1 6710 - STORM NOCE Base Finish: Textured Paint 7360 - MERLE Controller: 4-Preset Controller Foot Option: Squared Edge	1,279.54	7,677.24
10	4	MGSLTLC STEELCASE Migration SE Desk 90 Degree T Leg Basic Height Size: Modular Depth - Left: 23.00000 Depth - Right: 23.00000 Width - Left: 58.00000 Width - Right: 46.00000 Overhang: No Overhang Top Surface Finish: Woodgrain HPL 2HSN - STORM NOCE (HPL) Edge Finish: Plastic - PG1 6710 - STORM NOCE Base Finish: Textured Paint 7360 - MERLE Controller: 4-Preset Controller Foot Option: Squared Edge	1,279.54	5,118.16
11	4	RSC18302AF STEELCASE Cabinet-Storage, 1 adjustable shelf, Flush steel front, 18D x 30W x 28H BASIC :7360 MERLE LOCK :9250 EMBER CHROME	653.25	2,613.00

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
12	10	KEYS :SK PLUG TS74224TPF STEELCASE Panel-Full performance tackable acoustical, Thin, 42H x 24W BASIC :7360 MERLE SURF-1 :P205 NEW MIST SURF-2 :P205 NEW MIST OPTIONS ** OPTIONS ** CABLEOPT *OPT:CABLE TRAY OPTION CBL TRAY CABLE TRAY TRAY OPT *OPT:BASE TRAY OPTION NO TRAY NO BASE TRAY	246.96	2,469.60
13	14	TS74236TPF STEELCASE Panel-Full performance tackable acoustical, Thin, 42H x 36W BASIC :7360 MERLE SURF-1 :P205 NEW MIST SURF-2 :P205 NEW MIST OPTIONS ** OPTIONS ** CABLEOPT *OPT:CABLE TRAY OPTION CBL TRAY CABLE TRAY TRAY OPT *OPT:BASE TRAY OPTION NO TRAY NO BASE TRAY	283.56	3,969.84
14	4	TS74248TPF STEELCASE Panel-Full performance tackable acoustical, Thin, 42H x 48W BASIC :7360 MERLE SURF-1 :P205 NEW MIST SURF-2 :P205 NEW MIST OPTIONS ** OPTIONS ** CABLEOPT *OPT:CABLE TRAY OPTION CBL TRAY CABLE TRAY TRAY OPT *OPT:BASE TRAY OPTION NO TRAY NO BASE TRAY	356.39	1,425.56
15	2	TS7TFGRC STEELCASE Connector-Top cap, Frameless glass application	9.24	18.48
16	8	TS7660TFGR STEELCASE Screen-Frameless glass, Recessed, Thin, 6H x 60W OPTIONS ** OPTIONS ** TC OPT *OPT:TOP CAP OPTIONS	258.79	2,070.32

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Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
17	2	STD CAP STANDARD TOP CAP TOP-CAP TOP CAP TEXT PNT *TOP-CAP:TEXTURED PAINT 7360 MERLE TS7660TFGR STEELCASE Screen-Frameless glass, Recessed, Thin, 6H x 60W OPTIONS ** OPTIONS ** TC OPT *OPT:TOP CAP OPTIONS WALL ST WALL START APPLICATION TOP-CAP TOP CAP TEXT PNT *TOP-CAP:TEXTURED PAINT 7360 MERLE	258.79	517.58
18	4	TS7684TFGR STEELCASE Screen-Frameless glass, Recessed, Thin, 6H x 84W OPTIONS ** OPTIONS ** TC OPT *OPT:TOP CAP OPTIONS STD CAP STANDARD TOP CAP TOP-CAP TOP CAP TEXT PNT *TOP-CAP:TEXTURED PAINT 7360 MERLE	344.93	1,379.72
19	2	TS742TTPJ STEELCASE Junction-T, Thin, 42H OPTIONS ** OPTIONS ** TRIM *OPT:TRIM PACKAGE PAINT PAINTED TRIM PKG UPRIGHT UPRIGHT TEXT PNT *UPRIGHT:TEXTURED PAINT 7360 MERLE	89.47	178.94
20	2	TS742TXPJ STEELCASE Junction-X, Thin, 42H OPTIONS ** OPTIONS ** TRIM *OPT:TRIM PACKAGE PAINT PAINTED TRIM PKG UPRIGHT UPRIGHT TEXT PNT *UPRIGHT:TEXTURED PAINT 7360 MERLE	89.47	178.94

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1036	10/29/24		CITYOF	Scott Dimke	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
21	12	TS742TEPJ STEELCASE Junction-End of run, Thin, 42H OPTIONS ** OPTIONS ** TRIM *OPT:TRIM PACKAGE PAINT PAINTED TRIM PKG UPRIGHT UPRIGHT TEXT PNT *UPRIGHT:TEXTURED PAINT 7360 MERLE	57.30	687.60
22	14	TS742TIPJ STEELCASE Junction-In line, Thin, 42H	40.67	569.38
23	14	TS7FGJG STEELCASE Grommet-Junction, Package quantity 2, Frameless glass application	1.85	25.90
24	2	TS742WPJ STEELCASE Junction-Wall start, 42H	119.41	238.82
25	2	TS736BKT STEELCASE Bracket-Off module, 36W PLASTIC :6000 BLACK	151.21	302.42
26	3	TS7STLS10 STEELCASE In line-Spanning Top Cap, Package quantity 10, Lightseal	92.42	277.26
27	2	TS76BPX STEELCASE Power infeed, 3+1, 6L in ft PLASTIC :6000 BLACK	143.44	286.88
28	4	TS7PK24X STEELCASE Kit-Power, 3+1, 24W	114.98	459.92
29	6	TS7PK36X STEELCASE Kit-Power, 3+1, 36W	114.98	689.88
30	4	TS7PK48X STEELCASE Kit-Power, 3+1, 48W	114.98	459.92
31	4	TS7UFPLATE STEELCASE Faceplate-Universal PLASTIC :6000 BLACK	1.85	7.40

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1036	10/29/24		CITYOF	Scott Dimke	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
32	7	TS71SSX STEELCASE Receptacle-System ground, Line 1, 3+1 PLASTIC :6000 BLACK	23.29	163.03
33	6	TS72SSX STEELCASE Receptacle-System ground, Line 2, 3+1 PLASTIC :6000 BLACK	23.29	139.74
34	7	TS73SSX STEELCASE Receptacle-System ground, Line 3, 3+1 PLASTIC :6000 BLACK	23.29	163.03
35	4	TS74SSX STEELCASE Receptacle-System ground, Line 4, 3+1 PLASTIC :6000 BLACK	23.29	93.16
36	1	436UPH STEELCASE Steelcase Series 2; Chair-Upholstered back Upholstery Color Scheme: Non-Contrasting Back Stitch Detail: No Stitch Detail Back Finish: Link 5A24 - BLUE Sewn Back Upholstery: Sewn Back Cover: No Back Cover Air Back Finish: Plastic - PG1 6295 - NEAR BLACK Seat Finish: Link 5A24 - BLUE Sewn Seat Upholstery: Sewn Color Scheme: Black Base Finish: Plastic - PG1 6205 - BLACK Headrest Option: No Headrest Coat Hanger: No Coat Hanger Lumbar Option: Adjustable Lumbar Arm Type: Height,Width,Pivot,Depth Arm Cylinder Type: Standard Range Caster or Glide Type: Hard Casters Soil Retardant Option: No Soil Retardant	538.78	538.78
37	1	CFINTRO STEELCASE CF Series Intro Single Monitor Arm Arm Finish: Smooth Paint PG2 0835 - BLACK Tilt Head: CF Standard Tilt Head w QR Bracket: C-Clamp	163.67	163.67
38	1	CRDSSL STEELCASE Desk- Shell Size Option: Modular Depth: 18.87500	367.22	367.22

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
1036	10/29/24		CITYOF	Scott Dimke	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
39	1	Width: 48.00000 Thickness - Worksurface: 1.12500 Top Surface Finish: Woodgrain HPL 2HSN - STORM NOCE (HPL) Edge Finish: Plastic - PG1 6710 - STORM NOCE Case Finish: Woodgrain HPL 2HSN - STORM NOCE (HPL) Support - Right: Clear-Access End Panel Support - Left: Full Depth End Panel Modesty Panel: Quarter Height Grommet Location: No Grommet CRDSHL STEELCASE Desk- Shell Size Option: Modular Depth: 18.87500 Width: 54.00000 Thickness - Worksurface: 1.12500 Top Surface Finish: Woodgrain HPL 2HSN - STORM NOCE (HPL) Edge Finish: Plastic - PG1 6710 - STORM NOCE Case Finish: Woodgrain HPL 2HSN - STORM NOCE (HPL) Support - Right: Full Depth End Panel Support - Left: Clear-Access End Panel Modesty Panel: Quarter Height Grommet Location: No Grommet	379.26	379.26
40	1	CROHHD STEELCASE Overhead- Hinged Doors Size Option: Modular Width: 48.00000 Attachment Brackets: Wall Mount Brackets Case Finish: Woodgrain HPL 2HSN - STORM NOCE (HPL) Headset Finish: Woodgrain HPL 2HSN - STORM NOCE (HPL) Lock Finish: Ember Chrome 9250 - EMBER CHROME Keys: Key Plug	566.31	566.31
41	1	CROHHD STEELCASE Overhead- Hinged Doors Size Option: Modular Width: 54.00000 Attachment Brackets: Wall Mount Brackets Case Finish: Woodgrain HPL 2HSN - STORM	632.53	632.53

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
1036	10/29/24		CITYOF	Scott Dimke	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
42	1	NOCE (HPL) Headset Finish: Woodgrain HPL 2HSN - STORM NOCE (HPL) Lock Finish: Ember Chrome 9250 - EMBER CHROME Keys: Key Plug CRPDSHL2HBBF STEELCASE Pedestal- For Use With Shells,2-High,Box/Box/File Application: Currency Return Shell Size Option: Modular Application Depth: 18.87500 Depth: 17.75925 Case Finish: Woodgrain HPL 2HSN - STORM NOCE (HPL) Headset Finish: Woodgrain HPL 2HSN - STORM NOCE (HPL) Lock Finish: Ember Chrome 9250 - EMBER CHROME Keys: Key Plug Pull: Ledge Pull Finish: Smooth Metallic 4799 - PLATINUM METALLIC Counterweight: No Counterweight	436.45	436.45
43	1	DSPINTRO STEELCASE POWERSTRIP INTRO Power Configuration: 2 Power, 1 USB A, 1 USB C 20W Power Finish: Plastic - PG1 6527 - MERLE Power Mount: C-Clamp Utility Power: No Utility Power Cord: 9' Standard Cord Plug: STANDARD NEMA 5-15 3-PRONG PVC: With PVC	160.49	160.49
44	1	SLH2SLHCNR90 STEELCASE Slim Leg 90 Degree, 2 Shroud, Left Hand Return Depth - Left: 24.00000 Depth - Right: 30.00000 Width - Right: 72.00000 Width - Left: 72.00000 Thickness - Worksurface: 1.12500 Top Surface Finish: Woodgrain HPL 2HSN - STORM NOCE (HPL) Top Edge Finish: Plastic - PG1 6710 - STORM NOCE	4,096.52	4,096.52

Accepted By _____

Date _____

Western Office Equipment

317 2nd ST S
 P.O. Box 1463
 Great Falls MT 59405

Phone
 +1 (406) 761-7473
 Fax
 +1 (406) 761-0245

Quotation

Page 10 / 11
 (cont'd)

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
1036	10/29/24		CITYOF	Scott Dimke	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
45	1	Top Grain Direction: Long Grain Grain Direction Return: Short Grain End Panel Finish: Woodgrain HPL 2HSN - STORM NOCE (HPL) Panel Edge Finish: Plastic - PG1 6710 - STORM NOCE End Panel Grain Direction: Vertical Grain Direction Shroud Finish: Textured Paint 7360 - MERLE Cable Tray Finish: Textured Paint 7360 - MERLE Column Finish: Smooth Paint PG2 4243 - MERLE SMOOTH Controller: Active Touch Controller Infeed Location: Inside Shroud Power Configuration: Under Worksurface 4 Outlet Clamp on Power Configuration: Utility Power Only Tamper Resistance: No Tamper Resistance Cord Length: 10 Feet Cord: Standard Cord Color: Black Modesty Panel: Modesty Panel Height - Modesty Panel: 12.00000 Modesty Panel Finish: Woodgrain HPL 2HSN - STORM NOCE (HPL) Modesty Panel Grain Direction: Horizontal Grain Direction Scallop: No Scallop RPM1821CF STEELCASE	623.31	623.31
46	2	Pedestal-Mobile, Flush steel front, 17 1/2D x 15W Basic Finish: TEXTURED PAINT 7360 - MERLE Lock Finish: EMBER CHROME 9250 - EMBER CHROME Key: KEY PLUG Top: SQUARE EDGE LAMINATE TOP Top Surface Finish: PLASTIC LAMINATE 2HSN - STORM NOCE (HPL) Edge Finish: PLASTIC 6710 - STORM NOCE Drawer: FULL DRAWER File Drawer Accessories: DRAWERS WITH RAILS Pull: INTEGRAL PULL CRCT STEELCASE Common Top, Worksurface Depth: 24.00000 Width: 60.00000 Top Surface Finish: Woodgrain HPL 2HSN - STORM NOCE (HPL)	150.93	301.86

Accepted By _____

Date _____

Western Office Equipment

317 2nd ST S
 P.O. Box 1463
 Great Falls MT 59405

Phone
 +1 (406) 761-7473
 Fax
 +1 (406) 761-0245

Quotation

Page 11 / 11
 (cont'd)

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
1036	10/29/24		CITYOF	Scott Dimke	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
47	2	Edge Finish: Plastic - PG1 6710 - STORM NOCE Thickness - Worksurface: 1.12500 Grommet Location: Center GSGUH50X STEELCASE Harness, Modular, 4 circuit, 3+1, 50L	94.70	189.40

QUOTATION TOTALS

Sub Total	<u>71,102.55</u>
	<u>0.00</u>
Grand Total	<u>71,102.55</u>

End of Quotation

Accepted By _____

Date _____



Vendor Contract 230301

Valid thru May-31-2028

2024 Price Guide

Member Discounts

Commercial	54.88%
Healthcare	51%

What is TIPS?

TIPS is an acronym for The Interlocal Purchasing System.

Benefits of TIPS

Access to competitively procured contracts with quality vendors

- Savings of time and financial resources necessary to fulfill bid requirements
- Assistance with purchasing process by qualified TIPS staff
- Access to pricing based on a “national” high-profile contract

Entities Served

The Interlocal Purchasing System currently serves entities throughout the country such as state and local governments and non-profit organizations, including but not limited to:

- K-12 school districts
- Charter Schools
- Colleges and Universities (State and Private)
- Cities/Municipalities
- Counties/Parishes

State Agencies

- Emergency Services Districts
- Non-profit organization as defined by the Internal Revenue Service
- Other entities with legislated purchasing/bidding requirements

Process for Ordering

TIPS member will receive a quote from a Krug dealer. The member will create a purchase order clearly identifying the purchase order as a TIPS purchase and including the TIPS vendor contract number

TIPS member will email the completed purchase order to: TIPSPO@tips-usa.com and attach the PO as a PDF. (TIPS will process the purchase order and forward it to Krug and the Member will receive an authorization letter that validates the purchase.

Dealer must include Krug's Contract# 230301 on their quote.

Freight

Quotes to members from dealers shall include a line item for freight regardless of whether or not there are freight fees. No freight fee should be indicated as "included in cost" or \$0.

Invoices/Billing

Krug will invoice participating members directly.

Krug receives payment directly from participating member.

City Court Relocation			
Date Approved	Item	Amount	Status
8/1/2023	Design (Cushing Terrell)	\$321,950.00	Under Contract
3/19/2024	Construction (Wadsworth)	\$2,198,175.00	Under Contract
10/17/2024	Construction Change Order #1 (Wadsworth)	\$200,000.00	Under Contract
6/18/2024	Door Access (Mountian Alarm)	\$19,171.39	Under Contract
6/18/2024	Audio/Visual (AVI, Inc.)	\$172,892.17	Under Contract
N/A	Cameras/Misc Equipment (City IT Dept.)	\$20,000.00	Rough estimate
11/19/2024	Data cabling (Central Tech)	\$27,295.00	Under Contract
12/3/2024	Furniture (Western Office Equipment)	\$273,243.85	Pending Approval
TBD	Possible CO for Basement remodel (Wadsworth)	\$100,000.00	Rough estimate

Total \$3,332,727.41

5/5/2022	Tier 1 Project Approval	\$2,300,000.00	Approved
12/6/2022	Revised Tier 1 Projects	\$3,500,000.00	Approved



Commission Meeting Date: December 3, 2024
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Award Construction Contract: Great Falls Police Department Secure Front Desk, OF # 1835.0

From: Finance Department

Initiated By: Finance Department, Police Department

Presented By: Sylvia Tarman, Project Manager

Action Requested: Consider Bids and Approve Contract

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) a contract in the amount of \$67,042.50 to Guy Tobacco Construction for the Great Falls Police Department Secure Front Desk Project utilizing SLIPA and City funds, and authorize the City Manager to execute the construction contract documents.”

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

Staff Recommendation:

Approve construction contract award to Guy Tobacco Construction for the Great Falls Police Department (GFPD) Secure Front Desk Project.

Summary:

The Montana State Legislature enacted the State-Local Infrastructure Partnership Act of 2023 (“SLIPA”) through House Bill 355. This act authorized a \$20 million allocation to the Montana Department of Commerce (Commerce) to be distributed to local governments via formula. The City of Great Falls has been allocated \$755,461. The GFPD Secure Front Desk Project was approved by the commission as part of the list of other SLIPA projects on March 5th, 2024. Contracts for the individual projects were approved at the September 3rd, 2024 commission meeting. SLIPA funding was approved for \$63,750.00, with a 25% match of \$21,250.00 coming from the GFPD Building Maintenance Fund, for a project total of \$85,000.00.

Since that time, City staff have been working with LPW Architecture to come up with designs and a bid package for the project. The project went out for bid in early November, and the bids were opened on November 20th. The bid included demo of the front desk and adjacent walls, installing bullet resistant paneling and transaction windows, providing one ADA accessible transaction window, and providing new countertops and cabinetry on the inside of the transaction window.

The City received 4 bids for the project. Guy Tobacco Construction provided the low bid for the project. City staff reviewed the bid documents and are confident their proposal will meet the needs of the project. Therefore, City Staff recommends awarding the contract to Guy Tobacco Construction, in the amount of \$67,042.50.

Fiscal Impact

This project is being awarded with State-Local Infrastructure Partnership Act (SLIPA) Funds, as well as the GFPD Building Maintenance Fund, in the amount of \$67,042.50 for construction, and \$12,500.00 for design fees. SLIPA will supply \$59,656.88, and the GFPD Building Maintenance Fund will supply \$19,885.62.

Alternatives:

The City Commission could vote to deny award of the construction contract, however SLIPA Funds must be obligated by Dec. 31st, 2024.

Concurrences:

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

Attachments/Exhibits:

Bid Tab

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

BID TABULATION SUMMARY

BIDS TAKEN AT CIVIC CENTE
 20-NOV-24
 SYLVIA TARMAN

OF 1835.0 GFPD SECURE FRONT DESK

	NAME OF BIDDER	ADDENDUM 1 ACKNOWLEDGED ?	10% BID SECURITY	CERTIFICATE OF NON-SEGREGATED FACILITIES	CERTIFICATE OF COMPLIANCE WITH INSURANCE REQ.	TOTAL BID
1	A&R CONSTRUCTION, LLC	X	X	X	X	\$74,934.30
2	GERANIOUS ENTERPRISES, INC.	X	X	X	X	\$137,530.75
3	GUY TOBACCO CONSTRUCTION	X	X	X	X	\$67,042.50
4	WADSWORTH BUILDERS COMPANY, INC.	X	X	X	X	\$119,595.00
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10						



Commission Meeting Date: December 3, 2024
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Award Construction Contract: Great Falls Animal Shelter Remodel, OF # 1831.0

From: Finance Department

Initiated By: Finance Department, Animal Shelter

Presented By: Sylvia Tarman, Project Manager

Action Requested: Consider Bids and Approve Contract

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) a contract in the amount of \$129,688.35 to A & R construction, LLC for the Great Falls Animal Shelter Remodel Project utilizing SLIPA and City funds, and authorize the City Manager to execute the construction contract documents.”

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

Staff Recommendation:

Approve construction contract award to A & R construction, LLC. for the Great Falls Animal Shelter Remodel Project.

Summary:

The Montana State Legislature enacted the State-Local Infrastructure Partnership Act of 2023 (“SLIPA”) through House Bill 355. This act authorized a \$20 million allocation to the Montana Department of Commerce (Commerce) to be distributed to local governments via formula. The City of Great Falls has been allocated \$755,461. The Great Falls Animal Shelter Remodel Project, comprised of 3 smaller projects, was approved by the commission as part of the list of other SLIPA projects on March 5, 2024. Contracts for the individual projects were approved at the September 3rd, 2024 Commission meeting. SLIPA funding was approved for \$85,987.50, with a 25% match of \$28,662.50 coming from the Animal Shelter’s Help Us Grow (HUG), for a project total of \$114,650.00.

Since that time, City staff have been working with LPW Architecture to come up with designs and a bid package for the project. The project went out for bid in early November, and the bids were opened on November 20th. The City received 4 bids for the project. The bid was divided up between a Base Bid, and one Additional Alternative (Ad Alt). The Base bid included replacing the front door, remodeling the kitchenette area, cutting concrete and replacing plumbing lines, and patching and painting the cut areas. The Ad Alt consisted of re-painting the entire floor and walls in the dog kennel area. The painting of the

whole dog kennel area was identified as an item in the original grant application, but after discussions with the Animal Shelter Manager, staff identified repairing the pipes as a more critical item to remedy as frequent backups were becoming a major operational issue. Painting the floors, only to have to go and tear them up again in another year didn't make sense. Staff discussed this issue with our contact at the Department of Commerce, who agreed it was a better use of funds, and provided a memo describing the change.

Based on the need and the Animal Shelter having some additional funds available for repairs, City staff recommends awarding the contract based on including both the Base Bid and Ad Alt to A&R Construction, LLC. Staff is confident their proposal will meet the needs of the project.

Fiscal Impact

This project is being awarded with State-Local Infrastructure Partnership Act (SLIPA) Funds, as well as the Animal Shelter's H.U.G. funds, in the amount of \$129,688.35 for construction, and \$11,550.00 for design fees. SLIPA will supply \$85,987.50, and the H.U.G. fund will supply \$55,250.85.

Alternatives:

The City Commission could vote to deny award of the construction contract, however SLIPA Funds must be obligated by Dec. 31st, 2024.

Concurrences:

This action is supported by the staff of the Finance & Animal Shelter Departments.

Attachments/Exhibits:

Bid Tab

MT Dept. of Commerce-Animal Shelter Scope Change Memo

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

BID TABULATION SUMMARY

OF 1835.0 GFPD SECURE FRONT DESK

BIDS TAKEN AT CIVIC CENTE
 DATE: 20-NOV-24
 TABULATED BY: SYLVIA TARMAN

	NAME OF BIDDER	ADDENDUM 1, 2, 3 ACKNOWLEDGED ?	10% BID SECURITY	CERTIFICATE OF NON-SEGREGATED FACILITIES	CERTIFICATE OF COMPLIANCE WITH INSURANCE REQ.	BASE BID	AD ALT	TOTAL BID
1	A&R CONSTRUCTION, LLC	X	X	X	X	\$82,186.35	\$47,502.00	\$129,688.35
2	GERANIOUS ENTERPRISES, INC.	X	X	X	X	\$135,040.00	\$104,230.00	\$239,270.00
3	GUY TOBACCO CONSTRUCTION	X	X	X	X	\$79,632.00	\$62,064.00	\$141,696.00
4	WADSWORTH BUILDERS COMPANY, INC.	X	X	X	X	\$132,930.00	\$72,200.00	\$205,130.00
5								
6								
7								
8								
9								
10								



P. O. Box 5021, 59403-5021

October 24, 2024

Ashly Amato
MT Dept. of Commerce
Infrastructure Program Specialist

RE: Great Falls Animal Shelter SLIPA Grant Scope Change Request

Dear Ms. Amato,

The City of Great Falls Animal Shelter was awarded a SLIPA grant from the State in April 2024. The award was based on scope presented in the grant application, which included replacing the front entrance, improving the kitchenette area, and re-painting the dog kennels. After the award, Animal Shelter staff notified the grant staff that many of the pipes in the building were in bad shape and prone to backups. In preparation for this project the City had a contractor scope the pipes, and identified a large section of the pipes, mainly under the dog kennel area, that need to be cut out and replaced. With that work needing to be done sooner rather than later, it doesn't make sense to move forward with painting the kennels if they are just going to be cut up soon. The City is requesting to shift the scope of this project to change out the painting of the kennels to replacing the affected pipes, while keeping the entrance replacement and kitchenette improvements as well. City staff believes this is a better use of the grant funds to cover more pressing issues and systemic issues with the building. Please let me know if you have any questions.

Sincerely,

Sylvia Tarman

Sylvia Tarman
CDBG Administrator/Project Manager
City of Great Falls, Finance Department



Commission Meeting Date: December 3, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Award Construction Contract: Mansfield Theater Seating, OF # 1833.0

From: Finance Department

Initiated By: Finance Department, Events Department

Presented By: Sylvia Tarman, Project Manager

Action Requested: Consider Bids and Approve Contract

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) a contract in the amount of \$995,190.00 to Wadsworth Builders Company, Inc. for the Mansfield Theater Seating Project utilizing SLIPA and City funds, and authorize the City Manager to execute the construction contract documents.”

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

Staff Recommendation:

Approve construction contract award to Wadsworth Builders Company, Inc. for the Mansfield Theater Seating Project.

Summary:

The Montana State Legislature enacted the State-Local Infrastructure Partnership Act of 2023 (“SLIPA”) through House Bill 355. This act authorized a \$20 million allocation to the Montana Department of Commerce (Commerce) to be distributed to local governments via formula. The City of Great Falls has been allocated \$755,461. The Mansfield Theater Seating Project was approved by the commission as part of the list of other SLIPA projects on March 5, 2024. Contracts for the individual projects were approved at the September 3rd, 2024 commission meeting. The replacement of seats in the Mansfield Theater was identified as a need due to the outdated designs, discomfort, and increasing maintenance costs of the installations. The City received a \$650,000.00 estimate for the removal/disposal of the existing seats and the installation of new fixtures. The City of Great Falls applied for and received \$487,500.00 from the State of Montana State and Local Infrastructure Partnership Act (“SLIPA”). The City also requested and was granted a \$162,500.00 allocation of funding from the Downtown Tax Increment Fund (“TIF”). These infusions were meant to cover the entirety of the project.

Since approval of the project, City staff have been working with Nelson Architects to come up with designs and a bid package for the project. The project went out for bid in early November, and the bids were opened on November 20th. The City received 4 bids for the project. The bid included demolition of

the existing seats on the main floor and the balcony, grinding and recoating of the floor, and re-carpeting of both the main floor and the balcony landing areas.

All of the bids came back substantially higher than was estimated. This is generally due to the amount of seating necessary, having a complete demo and reconstruction plan, and inflationary factors from previous estimates. By far, the biggest cost included in the bids is the actual seating supply and installation. The original amount budgeted for this project, what the grant was awarded on, was \$650,000.00. The low bid, provided by Wadsworth Builders, came in at \$995,190.00. Staff reviewed numerous options because of this overage, including cancelling the project all together and releasing our claim on the SLIPA funds for this project, cutting the scope drastically (ie. only replacing the seats on the main floor), or moving forward with the entire scope and identifying additional funding sources. Historically, funding of this nature is rare and we don't expect to see this level of funding in the foreseeable future. Cutting the scope drastically will have impacts down the road, as it will make our seating not match and create an uneven appearance. It will also be more expensive to replace the second set of seats, as we'd be paying more for a secondary mobilization and additional shipping and material costs due to inflationary factors. For these reasons, staff recommends moving forward with the entire project at this time.

The difference of \$345,190.00, plus another \$12,000 for the design fees for Nelson Architects, will be provided by remaining COVID relief funds to cover the remainder of the required budget. City staff will work with the contractor and suppliers to identify any areas where the budget might be trimmed back, while keeping the integrity of the project and the theater intact. Events staff will be working on identifying additional funds and looking at fundraising opportunities to secure funding to minimize the impacts on the COVID funds.

Fiscal Impact

This project is being awarded with State-Local Infrastructure Partnership Act (SLIPA) Funds in the amount of \$487,500.00. The 25% match funds are being provided by the Downtown TIF in the amount of \$162,500.00. The remaining overage of \$357,190 will be covered by additional COVID relief funds, or offset by any fundraising activities and scope reductions as opportunities are identified.

Alternatives:

The City Commission could vote to deny award of the construction contract, however SLIPA Funds must be obligated by Dec. 31st, 2024. This would affectively cancel the project and return the SLIPA Funds back to the State. Alternatively, the commission could postpone the bid award until the next meeting on Dec. 17th.

Concurrences:

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

Attachments/Exhibits:

Bid Tab

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

BID TABULATION SUMMARY
 OF 1833.0 MANSFIELD
 THEATER SEATING

BIDS TAKEN AT CIVIC CENTER

DATE: 20-NOV-24

TABULATED BY: SYLVIA TARMAN

	NAME OF BIDDER	10% BID SECURITY	CERTIFICATE OF NON-SEGREGATED FACILITIES	CERTIFICATE OF COMPLIANCE WITH INSURANCE REQ.	TOTAL BID
1	A&R CONSTRUCTION, LLC	X	X	X	\$1,021,655.25
2	GERANIOUS ENTERPRISES, INC.	X	X	X	\$1,534,773.45
3	SLETTEN CONSTRUCTION COMPANT	X	X	X	\$1,191,750.00
4	WADSWORTH BUILDERS COMPANY, INC.	X	X	X	\$995,190.00
5					
6					
7					
8					
9					
10					