



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
August 01, 2023
7:00 PM
AMENDED**

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.

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

2. Miscellaneous reports and announcements.

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

NEIGHBORHOOD COUNCILS

3. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

4. Miscellaneous reports and announcements from Boards and Commissions.

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, July 17 8, 2023, City Commission Meeting.
7. Total Expenditures of \$5,463,186 for the period of July 6, 2023 through July 19, 2023, to include claims over \$25,000, in the amount of \$4,769,027.
8. Contracts List.
9. Approve the purchase of water meter equipment for the 2024 Fiscal Year from Ferguson Enterprises, Inc. in an amount not to exceed \$350,000.
10. Approve a Final Payment for the Water Treatment Plant Filtration Improvements, Phase II, in the amount of \$239,915.07 to Prospect Construction and \$2,423.38 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.
11. Set a public hearing for August 15, 2023 on Resolution 10519, to establish Engineering Division Review Fees for the Planning and Community Development Department and the Public Works Department.
12. Set a public hearing for August 15, 2023 on Resolution 10521, to amend Planning and Community Development Land Development Application Fees in the City of Great Falls.
13. Set a public hearing for August 15, 2023 on Resolution 10522, to raise permit fees for building, plumbing, mechanical, electrical and other related permit processes by eight percent (8%) in the City of Great Falls.

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

14. Resolution 10523, approving a request from Context LLC to use Downtown Urban Renewal District Tax Increment Financing (TIF) funds for the remodel of the Kellergeist Pub Theater located at 111 Central Avenue. *Action: Conduct a public hearing and adopt or deny Res. 10523. (Presented by Tom Micuda)*

OLD BUSINESS

NEW BUSINESS

15. Final Plat for West Ridge Phase X, legally described as West Ridge Addition, Phase X of Peretti Addition Tract 2, located in the SE ¼ Section 26, Township 21 North, Range 3 East, PMM, City of Great Falls, Cascade County, MT. *Action: Approve or deny the final plat of West Ridge Phase X as legally described in the Staff Report, and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant. (Presented by Tom Micuda)*
16. Labor Agreement between the City of Great Falls and the International Brotherhood of Electrical Workers Local Union #233. *Action: Approve or deny the agreement. (Presented by Gaye McInerney)*

17. Design Contract Approval for the Civic Center City Court Relocation Project. *Action: Approve or deny the design contract. (Presented by Sylvia Tarman)*

ORDINANCES / RESOLUTIONS

18. Resolution 10520, Authorizing the issuance and negotiated sale of up to \$850,000 Tax Increment Industrial Infrastructure Development Revenue Bonds, Series 2023 (Great Falls International Airport Tax Increment Financing Industrial District), Subject to terms and limitations set forth herein and authorizing the City Manager and Fiscal Services Director to enter into a bond purchase agreement with respect thereto. *Action: Adopt or deny Res. 10520. (Presented by Melissa Kinzler)*
19. Resolution 10524, A Resolution Establishing a policy concerning appointments to Boards and Commissions and repealing Resolution 10235. *Action: Adopt or deny Res. 10524. (Presented by City Commission)*

CITY COMMISSION

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

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
July 18, 2023

Regular City Commission Meeting

Mayor Pro Tempore Wolff presiding
 Commission Chambers Room 206

CALL TO ORDER: 7:00 PM

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE for those recovering in Fargo, North Dakota after the recent shooting incident that resulted in a police officer killed, and two police officers and a civilian wounded.

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Susan Wolff, Eric Hinebauch, Joe McKenney and Rick Tryon. Mayor Bob Kelly was excused. Also present were City Manager Greg Doyon and Deputy City Manager Chuck Anderson; Finance Director Melissa Kinzler and Grant Administrator Tom Hazen; Human Resources Director Gaye McInerney; City Attorney David Dennis; 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

PRESENTATIONS: Deputy Chief EMS Jeremy Virts and Fire Chief Jeremy Jones presented Jim Doyle, Carley Knudson, Cindy Whitaker, Beth Munstertieger, Kaylin Joyce, Chloe Hayes, Chris Carr, Seth Powers, and Nate Gilmore with Life Safety Awards recognizing them for their outstanding citizenship, acts of selflessness, and ability to provide aid during medical emergency events.

COMMUNITY INITIATIVES

1. **COMMUNITY HEALTH UPDATE FROM CITY COUNTY HEALTH DEPARTMENT (CCHD).**

Mattie Paddock, CCHD WIC Program Manager and Dietician, reported that the Women, Infants and Children (WIC) Supplemental Nutrition Program serves about 1,100 clients per month. This year, the Farmers Market Program received \$13,320 for participants to spend on fruits and vegetables at the Farmers Market. She also reported that World Breast Feeding Week would be celebrated the first week in August at the Children's Museum.

2. **PETITIONS AND COMMUNICATIONS**

John Hubbard, City resident, commented that he wants a recount on the Library mill levy election, and he opposed the State property tax valuations. He read a portion of the Declaration of Independence pertaining to the right of the people to alter, abolish, and to initiate a new government.

Jeni Dodd, City resident, commented that the Historic Preservation Advisory Commission (HPAC) meeting minutes are "missing" on-line and inquired why the Commission doesn't have Zoom meetings like the HPAC so that more citizens could participate. Ms. Dodd referred to the March 21,

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2023 City Commission meeting quoting Mayor Kelly's response to Ms. Dodd about the Library mill levy election, a topic not within the City Commission's purview. She concluded that she hopes the next elected mayor will not let personal biases deny free speech.

Mark No Runner, Habitat for Humanity Executive Director, commented that there has been an influx of homeless individuals downtown causing a safety hazard at the ReStore and immediate vicinity, not only due to needles, but human waste. He suggested a plan of action is needed to continue to provide more adequate services to the displaced individuals that seek refuge. Finding a way to be proactive rather than reactive would behoove the entire community.

Steve Durkin, City resident, commented that he walked out of Monday afternoon's Department of Revenue meeting because, in his opinion, Mayor Kelly took over that meeting.

NEIGHBORHOOD COUNCILS

3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Mayor Pro Tempore Wolff encouraged everyone to participate in his or her Neighborhood Councils and to attend the various Ice Cream Socials.

BOARDS AND COMMISSIONS

4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

5. REAPPOINTMENT TO THE LIBRARY BOARD.

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

Continuing members on this Board are Whitney Olson, Samantha DeForest, Jessica Crist and Jay Bradley Eatherly.

There is one opening on the Board. Anne Bulger has served on the Board and has sought to be reappointed. There has been conversation amongst the Commission for quite some time about the reappointment process.

Mayor Pro Tempore Wolff moved, seconded by Commissioner Tryon, that the City Commission not appoint Ms. Anne Bulger to another term on the Library Board tonight.

Mayor Pro Tempore Wolff noted that more discussion about board appointments would occur during Commission Initiatives.

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Mayor Pro Tempore Wolff asked if there were any comments from the public.

Jeni Dodd, City resident, expressed opposition this reappointment and all City board reappointments without first advertising. She read paragraph 3 of Resolution 10235 and referred to the OCCGF 17.12.1.040 F. stating that members to the Planning Advisory Board may be reappointed when his or her term expires as set by Commission resolution.

She inquired why Resolution 10235 was not codified because she could not find anything in the Official Code of the City of Great Falls that claims board members could be reappointed without advertisement to the public. She also suggested that the agenda report citing ¶ 1 of Resolution 10235 conflicts with language in Ordinance 3140 and now codified at OCCGF 2.18.050 D.

Ms. Dodd disagreed with OCCGF 2.18.050 B. because City residents will be paying the special levy for the Library and the bulk of Library operating costs. The County pays only a small fraction of what the City pays for this Library.

Keith Duncan, City resident, on behalf of Liberty and Values MT, objects to the reappointment of Anne Bulger to another term on the Library Board due to the process by which Ms. Bulger's name was placed before the Commission. The City advertises for current Board and Commission openings under the "Boards and Commissions" tab on the City's website. To the best of his knowledge, the position the Commission is considering tonight has never been officially advertised. He suggested a friend apply for an open position on the Library Board. The friend did not complete an application because she could not find any information about an open seat or an application that she could submit. Not advertising seems to him to be a major infraction.

Mr. Duncan continued that the Library Board has very little accountability to the people. Due to this lack of accountability, he opined that this Library Board now looks for opportunities to promote perversion and the sexualization of children and youth. Appointments and the hearings that should accompany them are one of the few ways that this Board can be held accountable. The Library Board must not be allowed the freedom of choosing their own board members.

John Hubbard, City resident, does not believe the Library won the mill levy vote. He took his recount request to the Election Administration who sent him to the County Commission who sent him to the City Commission.

Whitney Olson, County resident, Great Falls Public Library Board Chair, commented that the Board was hoping to move forward with Anne Bulger's reappointment. Ms. Olson commented she is in the second year of her second term. She has seen multiple people serve multiple back-to-back five-year terms. All of the Library Board meetings are open to the public in the Cordingley Room at the Library. She explained that, if the application process is opened, the next time the Library Board meets is in September. There are two openings on the Library Board. Anne Bulger could be reappointed tonight and the Board would have the opportunity to meet in September and make a recommendation to the Commission in October. In the last six years that she has been on the Board there has not been a lot of people attending the Library Board meetings. The interviews she has had to give to get people on the Board have been few and far between. It is nice to see somebody that has served five years on the Library Board willing to do it again. It has not been an easy job and has involved a lot of work. She is excited to see who applies this next go around for those positions. It

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is a big time commitment and she is looking forward to having that load shared by at least two other people.

Anne Bulger, City resident and Library Board member, commented that the Board believes the Library is a public space that welcomes everyone. Over her five-year term the Board has accomplished: completely remodeling the basement meeting rooms, boiler, air handler, and solving a water problem that existed for years; instituted a new check out system; replaced an ancient Bookmobile; and, made it through the pandemic. It has been her honor to work with this caring and committed Board. When she began her term, she never thought she would be in the middle of a political firestorm. The Board has worked hard at being transparent and all are welcome to attend meetings.

There being no further comments, Mayor Pro Tempore Wolff asked if there was any discussion amongst the Commissioners.

Commissioner Tryon supports the motion and having the matter come back before the Commission at a later date when there has been more time to submit applications, if anyone is interested. He further commented that under Commission Initiatives he would be suggesting that paragraph 3 of Resolution 10235 be amended to advertise for all board openings regardless if there is a member interested in and eligible for reappointment. He clarified that his suggestion has nothing to do with Anne Bulger's qualifications or her standing on the Board. It has to do with the Commission's policy and how the Commission's conducts that policy.

Commissioner McKenney commented that the Library mill levy was a highly contested issue. During that time when asked how to get on the Board, his stock answer was to fill out an application. At that time, he was not aware that people could be reappointed without an application process. More people would like to apply for this Board. They were waiting for notice that never happened. The Commission is within its legal bounds to make this appointment, but he thinks it is best for the Commission to do what Mayor Pro Tempore Wolff has suggested and he will support that motion.

Commissioner Hinebauch received clarification that if an appointment is not made tonight, Ms. Bulger would continue to serve as a voting member on the Library Board until a replacement is appointed. Commissioner Hinebauch would prefer the Commission make the reappointment of Ms. Bulger this evening, and change the advertising process for all boards at a later time.

Mayor Pro Tempore Wolff commented that she has served as an ex-officio Library Board member representing the City for the last year and a half. She is amazed at the knowledge and experience the members bring to this Board. Ms. Bulgers has, through some tough times, stayed very active and supportive of the mission of the Library, which is to serve all people. The motion she made does not reflect Ms. Bulger's ability to serve another term.

Commissioner Tryon read ¶ 2 of Resolution 10235: Members whose terms expire shall serve until a successor is appointed and qualified. It is not the case that the Board will be down one member until she or another member is appointed.

City Attorney Dennis commented he would also review the Library Board by-laws.

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There being no further discussion, Mayor Pro Tempore Wolff called for the vote.

Motion carried 3-1 (Commissioner Hinebauch dissenting).

CITY MANAGER

6. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon reported that the North Bank Trail was repaved by Public Works today as part of Phase 1 North Bank Stabilization project (OF 1693.0).

CONSENT AGENDA.

7. Minutes, July 5, 2023, City Commission Meeting.
8. Total Expenditures of \$5,828,034 for the period of June 22, 2023 through July 5, 2023, to include claims over \$25,000, in the amount of \$5,023,882.
9. Contracts List.
10. Award a contract to Shumaker Trucking & Excavation Contractors, Inc. in the amount of \$289,775 for the Natatorium Demolition and Restoration and authorize the City Manager to execute the construction contract documents. **OF 1393.8**
11. Approve the 2023-2024 School Resource Officer Agreement between the City of Great Falls and the Great Falls Public School District.
12. Set the public hearing for Resolution 10514 to levy and assess the General Boulevard District for August 15, 2023.
13. Set the public hearing for Resolution 10515 to levy and assess the Great Falls Park District No.1 for August 15, 2023.
14. Set the public hearing for Resolution 10516 to levy and assess properties within Special Improvement Lighting Districts for August 15, 2023.
15. Set the public hearing for Resolution 10517 to levy and assess the Portage Meadows Maintenance District for August 15, 2023.
16. Set the public hearing for Resolution 10518 to levy and assess the Street Maintenance District for August 15, 2023.

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

Mayor Pro Tempore Wolff asked if there were any comments from the public.

Jeni Dodd, City resident, referring to agenda item 13, commented that there is conflicting information about the Park Maintenance District pertaining to whether it is a permanent or 20-year levy. Since it is past the initial three years, she commented the City could propose to assess less than the \$1.5 million for the Park District. She noted that County residents use City parks but are not assessed, but some County residents are forced to pay a City Transit District tax. She concluded that she is sick of being taxed to death.

Brett Doney, on behalf of the Great Falls Development Authority dba Great Falls Development Alliance (GFDA), commented that investors, through the Board of Directors, unanimously supported the Park and Recreation Park Maintenance District levy. That program is accomplishing exactly what GFDA had hoped, and exactly what was told to the voters. The parks and playgrounds are in much better shape and the backlog is being caught up on. It is an important asset for our community residents and what make our city great.

John Hubbard, City resident, inquired what a school resource officer was as set forth in agenda item 11. Mr. Hubbard expressed opposition to agenda items 12-16.

Mayor Pro Tempore Wolff asked if there was any discussion amongst the Commissioners.

Commissioner Tryon clarified that the only action the Commission is making tonight with regard to agenda items 12-16 is to set the public hearings.

Mayor Pro Tempore Wolff noted that a citizen comment was submitted for agenda item 10 requesting that the park and sidewalks remain accessible. With regard to item 11, she recognized the School Resource Officers as hidden heroes in our community as with all the other first responders.

There being no further discussion, Mayor Pro Tempore Wolff called for the vote.

Motion carried 4-0.

PUBLIC HEARINGS

17. **ELMORE ROBERTS (MULTIFAMILY) AFFORDABLE HOUSING PROPOSAL FOR A PROPERTY LOCATED AT 6 6TH STREET SOUTH.**

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Mayor Pro Tempore Wolff declared the public hearing open and reported that Elmore Roberts Community Partners, LLC is applying for Low-Income Housing Tax Credits from the Montana Board of Housing to finance the preservation of Elmore Roberts located at 6th Street South as affordable housing and is planning to apply for the exemption from real property taxes available to qualifying low-income housing tax credit projects under Montana Code Annotated § 16-6-221 in connection with the projects.

Ryan Kucich, Community Preservation Partners, aka CPP Housing, Senior Housing Development Manager, reported that CPP Housing is an affordable housing developer based out of Irvine, California. CPP Housing does affordable housing, preservation work all across the country.

Mr. Kucich reviewed and discussed the following PowerPoint slides:

Elmore Roberts
Great Falls, Montana

Elmore Roberts Community Partners, LLC

Presented by: CPP
Ryan Kucich
CPP Housing
Senior Development Manager

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

Elmore Roberts
6th Street South, Great Falls, MT

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

Elmore Roberts

Location:
6th Street South
Great Falls, MT

CPP

Preservation of Current Housing

Unit Type	Total Units
1st Floor	30
2nd	30

Rehabilitation and Updates

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

Financing Rehabilitation:

- Low-income housing tax credit (LIHTC) through Montana Board of Housing
- Federal and state income tax credits
- Mont. Code Ann. §15-6-221 project tax exemption for qualifying affordable housing

Affordability restrictions:

- Comes with 20-year federal income tax credit
- Reserving a 20-year RHP contract
- First and second rent increases through a 20-year cap
- Targeting income at 30% AMI

Community Housing Needs

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

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

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

Questions?

Ryan Kucich CPP Housing 17782 Sky Park Circle, Irvine, California 92614 (714) 662-5565 rkucich@cpp-housing.com	Sherrie Aray NeighborWorks Great Falls 509 1st Ave South Great Falls, MT 59401 (406) 216-3512 saray@nwgf.org	Kassy J. Buss Bjornson Jones Mungas, PLLC 2809 Great Northern Loop, Suite 100 Missoula, MT 59808 (406) 721-8896 kassy@bjornsonlaw.com
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CPP NeighborWorks GREAT FALLS BJORNSSON JONES MUNGAS

As part of the requirements related to such applications, Elmore Roberts Community Partners, LLC, is required to solicit public comment on whether the proposed qualifying low-income rental housing property meets a community housing need. This is the public’s opportunity to comment on the proposal to be forwarded with the application to the Board of Housing that funds these projects.

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Mayor Pro Tempore Wolff asked if the Commissioners had any questions of the presenter.

Hearing none, Mayor Pro Tempore Wolff asked if there were any comments from the public in support of the Elmore Roberts Community Partners, LLC project.

Casey More, NeighborWorks Great Falls Director of Real Estate Development, commented that the acquisition and development of the Elmore Roberts Apartments would be an exceptional project to continue the revitalization of downtown, and give a much-needed update to a historic building that provides homes that families can afford. If they lost the HUD contract, the apartment rent could go to market rate and would be detrimental to 60 families that call this building home. Discussions have been ongoing with Community Preservation Partners for several months and they have demonstrated a commitment to not only providing high quality housing, but also a robust supportive service program. NeighborWorks Great Falls is excited for the opportunity to be in partnership with the project and provide residents with a potential of financial and rental housing counseling and potential homebuyer opportunities for the future.

Kellie Pierce, Business Improvement District (BID) Executive Director, commented that this project is absolutely what the BID is looking for downtown, preserving the historic nature of buildings and providing housing. It is across the corner from another catalyst event, the Alluvion project, which she believes will be of great benefit to the residents in the Elmore Roberts property.

John Hubbard, City resident, commented the building is already full of people that cannot afford housing. He inquired what would happen with those people with regard to this project.

Mr. Kucich responded that the plan is to preserve the property with the goal of continuing to serve those residents who are already living in the property.

Brett Doney, GFDA, commented that this project is much needed and GFDA strongly favors the project. Preserving affordable housing is as important as creating affordable housing. CPP Housing is a great developer and partner of NeighborWorks Great Falls. GFDA has had discussions with the developer regarding renovating the ground floor and more potential for active use. The project ranks highly with the Montana Board of Housing.

Mayor Pro Tempore Wolff asked if there were any comments from the public in opposition to the Elmore Roberts Community Partners, LLC project.

Jeni Dodd, City resident, inquired if City residents would be paying more for City services to take on the tax break that the project developer would get.

There being no further comments, Mayor Pro Tempore Wolff closed the public hearing.

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18. BUSINESS IMPROVEMENT DISTRICT (BID) FY 2024 BUDGET AND WORK PLAN.

Mayor Pro Tempore Wolff declared the public hearing open and asked for presentation of the agenda report.

BID Executive Director Kellie Pierce, 318 Central Avenue, reported that the BID restructured its staffing at the beginning of FY 23. She became full-time for the BID, and a part-time employee for the Great Falls Downtown Association was hired. The BID had a positive year continuing its beautification efforts downtown, and continues to provide snow removal, trash removal, flowers, tree maintenance, and public art opportunities within the BID boundaries.

The BID plays a vital role in the Downtown Safety Alliance working to implement the Safety Plan that was adopted by the Commission. Milestones have been met in the plan, and the BID continues to work with City partners to keep downtown as safe as possible for all.

The BID will be hosting ArtsFest Montana's 5th annual mural installation festival August 11-18, 2023. Eight artists are involved this year installing at least seven new murals downtown. Information on a reception to honor the artists on August 17th will be forthcoming.

At the end of July-early August timeframe, the BID will be implementing a new walking-style downtown mural tour that will be guided by a QR code or text-to-talk guide.

The BID is continuing its wayfinding efforts and secured a grant from the Montana Main Street Program for \$50,000 with a \$10,000 match to install kiosks downtown and around the City.

The BID continues to offer business incentive grants to assist business and property owners with projects downtown. Two grants will be paid out in August totaling approximately \$70,000 for the new Gibson Hotel project and a real estate office that opened downtown.

Mayor Pro Tempore Wolff asked if the Commissioners had any questions of BID Executive Director Pierce or staff.

Hearing none, Mayor Pro Tempore Wolff asked if there were any comments from the public in support of the BID FY 24 Budget and Work Plan.

Kali Jean Tuckerman, City resident, commented that Great Falls Montana Tourism supports the work of the BID.

Mayor Pro Tempore Wolff asked if there were any comments from the public in opposition to the BID FY 24 Budget and Work Plan.

Hearing none, Mayor Pro Tempore Wolff closed the public hearing and asked the will of the Commission.

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Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the City Commission accept the FY 24 Business Improvement District Budget and Work Plan.

Mayor Pro Tempore Wolff asked if there was any discussion amongst the Commissioners.

Commissioner McKenney commented that he talks about the revitalization of downtown at every opportunity. The entrepreneurs that have made an investment downtown have done an amazing job. He attends BID meetings and sees the work the BID Board does to bring life to downtown Great Falls that helps everyone.

Mayor Pro Tempore Wolff noted her support of the downtown artists. She thanked all of the private investors that have made downtown what it is.

There being no further discussion, Mayor Pro Tempore Wolff called for the vote.

Motion carried 4-0.

19. TOURISM BUSINESS IMPROVEMENT DISTRICT (TBID) 1307 – 2023/2024 BUDGET AND WORK PLAN.

Mayor Pro Tempore Wolff declared the public hearing open and asked for presentation of the agenda report.

Great Falls Montana Tourism Sales Director Kali Jean Tuckerman, 15 Overlook Drive, reported on the highlights of the TBID's FY 24 budget and work plan:

- The tourism cycle is stabilizing after 2020's decline, 2021's demand burst, and the worker housing boom in 2022.
- Projecting is still tricky as early 2023 indications of room demand had Great Falls down against 2022 and 2019, which is still holding as our benchmark for full recovery.
- Most projections are based on maintaining the growth seen over 2021 and 2022. TBID is starting to see an uptick in room demand in July.
- TBID is engaged with consultants in the most robust tourism planning the community has ever seen.
- No major shifts were made in TBID strategies for FY 24. A few new key initiatives were added to leverage other people and businesses in established audiences. Some of these efforts include adding a welcome video to the City kiosk system already in Great Falls lodging properties, placing materials with outgoing orders of Great Falls made products, and resident influencers sharing about their home with their audiences.
- Leisure traveler target markets were trimmed to get more impressions with a smaller set of markets for a greater impact.

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- TBID is testing more group market efforts to fill smaller properties throughout the year and implemented a collaborative “Get in Great Falls” effort where TBID sends lead options to smaller venues in attempts for them to land additional business for themselves.
- Strategic reserves will be used to support new flights into Great Falls. This assumes that the airlines are settling in after the disruption of their industry due to COVID-19 and ready to make growth decisions.
- A modest increase is projected in TBID assessment collections mostly due to the reduction of 30+ day stays that prevailed the market in 2022. People staying 30+ days in a lodging property are exempt from paying the TBID assessment and the lodging facility use and sales tax.

Ms. Tuckerman concluded that the numbers in the budget are projected. The actual numbers will be finalized in August and then levied by the Commission based on actual assessments collected. She reminded everyone that the TBID assessments are collected by lodging properties from transient travelers.

Mayor Pro Tempore Wolff asked if there were any comments from the public in support of or opposition to the TBID FY 24 Budget and Work Plan.

Hearing none, Mayor Pro Tempore Wolff closed the public hearing and asked the will of the Commission.

Commissioner Hinebauch moved, seconded by Commissioner McKenney, that the City Commission accept the 2023/2024 Tourism Business Improvement District Budget and Work Plan.

Mayor Pro Tempore Wolff asked if there was any discussion amongst the Commissioners.

Hearing none, Mayor Pro Tempore Wolff called for the vote.

Motion carried 4-0.

Mayor Pro Tempore Wolff called a recess at 8:37 pm and called the meeting back to order at 8:44 pm.

- 20. RESOLUTION 10510, INTENT TO INCREASE PROPERTY TAX.**
- 21. RESOLUTION 10509, ANNUAL BUDGET RESOLUTION.**

Mayor Pro Tempore Wolff declared the combined public hearing open and asked for presentation of the agenda reports.

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City Manager Greg Doyon reviewed and discussed the first four PowerPoint slides. These two items are obviously interconnected. The budget process is a cycle that continues to perpetuate. The City Manager’s budget proposal was transmitted to the Commission at the Work Session on July 5, 2023. The proposed budget then becomes the Commission’s budget to determine how to proceed with the recommended expenditure and revenue proposals.



City Manager’s Proposed Fiscal Year 2024 Budget

Budget Process

February	• Commission Goals/Priorities Retreat
April	• Departments begin developing requested budgets
May	• Departments submit final budget requests
June	• 11 meetings between City Manager and Departments on requested budgets • Proposed budget is balanced and finalized • General Fund Proposed Budget presented at Work Session – 6/20/23
July	• Proposed Budget presented at Work Session – 7/5/23 • Set the Public Hearing – 7/5/23 • Public Hearing – 7/18/23
August	• Certified Taxable Values received from MT Department of Revenue • Adopt annual tax levies – 8/15/23
September	• Preparation of final budget document

July 18, 2023 Budget Hearing

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Commission Goals/Priorities February 2023

- Focus efforts on passing the Public Safety Levy
 - Town Hall Meeting(s)
 - Plan B education pertaining to the consequences if the Public Safety Levy doesn't pass to address the needs
- Complete an updated Growth Plan/Policy
 - Align development review process and City Code with the Growth Policy
- Get Great Falls Legislative Delegation on board and representing the interests of the Great Falls community and keeping decisions local
- Engage more with the public at meetings, when appropriate, and keeping management of the meeting and time
- Explore use of TIF funds for City properties in the TIF District, such as an evidence building or seating for the auditorium
- Explore the proposition of creating a Transit District that includes the incorporated city limits and expands as new properties are annexed, and expanding routes
- Municipal Court relocation after determining if Children’s Museum is a possibility
- Cascade County agreements
- Energy savings report

FY2024 Budget Drivers

- Fund Balance level
- Covid Recovery - revenues
- Union Negotiations – not yet settled
- Health Insurance 8% increase
- Electricity Costs 200% increase
- Additional support staff in Legal Department
- Legislative Session – lost revenue
- 2nd judge – part-time to full-time
- Cops Grant – 2nd year

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General Fund Recap

	FY2024 Budget	
Total Revenues	\$ 37,973,437	3.6% Increase
Total Expenditures	\$ 38,971,501	2.9% Increase
Revenue Over (Under) Expenditures **	\$ (998,064)	
Unreserved Fund Balance	\$ 6,845,473	17.6%
Reserved Balance (CARES) - Beginning	\$ 3,379,830	
Balance FY2024 Budget	\$ (998,064)	
Reserved Balance (CARES) – Ending	\$ 2,381,766	6.1%
Total Fund Balance	\$ 9,227,239	23.7%

** Anticipating another deficit in FY2025

City-Wide Revenues

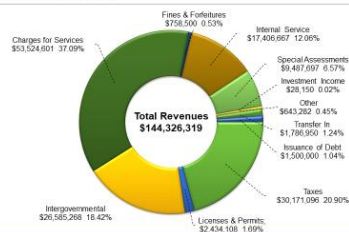
	FY2024 Budget	% of Total	Change from Prior Year
Taxes	\$30,171,096	20.90%	10.60%
Licenses & Permits	\$2,434,108	1.69%	- 0.69%
Intergovernmental	\$26,585,268	18.42%	70.69%
Charges for Services	\$53,524,601	37.00%	2.58%
Fines & Forfeitures	\$758,500	0.53%	- 8.78%
Internal Service	\$17,406,667	12.06%	6.40%
Special Assessments	\$9,487,697	6.57%	10.52%
Investment Income	\$28,150	0.02%	36.32%
Other	\$643,282	0.45%	6.23%
Transfer In	\$1,786,950	1.24%	- 28.48%
Issuance of Debt	\$1,500,000	1.04%	
Total Revenues	\$144,326,319	100.00%	14.20%

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City-Wide Revenues



Projected General Fund Revenue Increases

General Fund Revenue	FY2021 Actual Increases	FY2022 Actual Increases	FY2023 Actual Increases	FY2024 Proposed Increases	Annual Household Impact
Newly Taxable Property	\$ 119,488	\$ 366,758	\$ 352,303	\$ 400,000 <i>Amount not known until August</i>	
Inflationary Factor	\$ 0	\$ 0	\$ 641,691 <i>Used carry-over mills from prior 2 years</i>	\$ 451,129	\$100,000: \$5.90 \$200,000: \$11.79 \$300,000: \$17.69
Permissive Medical Levy	\$ 0	\$ 0	\$ 247,551	\$ 353,042	\$100,000: \$4.61 \$200,000: \$9.23 \$300,000: \$13.84
Entitlement Share	\$ 284,198	\$ 130,271	\$ 294,004	\$ 311,446	
Total Revenue Increase	\$ 403,686	\$ 497,029	\$ 1,535,549	\$ 1,515,617	

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Proposed Rate, Assessment and Fee Adjustments



Department	Division	FY2024 Adjustment	Previous Adjustment	
Fee	Admin	Animal Shelter	various	2015: various
Fee	Admin	Civic Center Events	various	2021: various
Fee	Planning & CD	Planning Fees	various	2014: various
Fee	Planning & CD	Permit Fees	8%	2018: - 2.6%
Fee	Park & Rec	Parks, Rec Center, Multi-Sports	various	2019: various
Assessment	Park & Rec	Natural Resources – Boulevard	6%	2023: 12%
Assessment	Park & Rec	Portage Meadows	5%	2023: 5%
Assessment	Park & Rec	Park Maintenance District	0%	NA
Assessment	Public Works	Street Maintenance	10%	2016: 10%
Assessment	Special Districts	Street Lighting Districts	14%	2023: 4.5%

Proposed Rate, Assessment and Fee Adjustments

Division	FY2024 Adjustment	Previous Adjustment	
Utility	Water	10% (Spring 2024)	Spring 2023: 10%
Utility	Sewer	10% (Spring 2024)	Spring 2023: 10%
Utility	Storm Drain	10% (Spring 2024)	Spring 2023: 10%
Utility	Sanitation	10% (Spring 2024)	Spring 2023: 10%

Utility increases are affected by regulatory compliance, cost of chemicals and other supplies, and capital investments into the systems

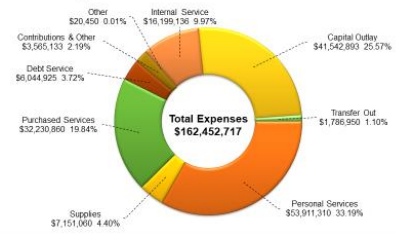
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City-Wide Expenses

	FY2024		Change from Prior Year
	Budget	% of Total	
Personal Services	\$53,911,310	33.19%	3.38%
Supplies	\$7,151,060	4.40%	2.69%
Purchased Services	\$32,230,860	19.84%	11.68%
Debt Service	\$6,044,925	3.72%	- 7.91%
Contributions & Other	\$3,565,133	2.19%	58.91%
Other	\$20,450	0.01%	0.00%
Internal Service	\$16,199,136	9.97%	5.61%
Capital Outlay	\$41,542,893	25.57%	21.53%
Transfer Out	\$1,786,950	1.10%	- 28.48%
Total Expenses	\$162,452,717	100.00%	9.16%

City-Wide Expenses



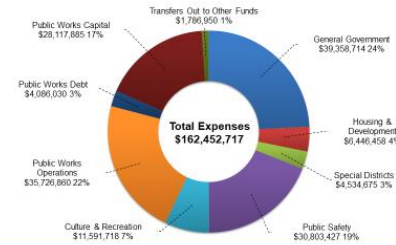
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City-Wide Expenses



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Next Steps

- Annual budget hearing tonight
- Adopt Annual Tax Levy August 15th

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Finance Director Melissa Kinzler reviewed and discussed the remainder of the PowerPoint slides, and reported that the general fund proposed budget is \$37.9 million in total revenue, which is a 3.6% increase, and \$38.9 million in expenditures, which is a 2.9% increase. The expenditures are only a 2.9% increase because of the decrease in general fund support to other funds of \$679,000 which includes a \$350,000 decrease in the Library support, \$63,000 decrease in engineering support, and a \$265,000 decrease in Civic Center events support. There is a budget shortfall of \$998,064. It is proposed that the reserve CARES money be used to balance the general fund budget. This would allow the general fund time to recover from fiscal years 2021 and 2022 when the Commission did not take the inflationary factor or increase the permissive medical levy. Staff is anticipating another deficit in fiscal year 2025 in the general fund.

The total proposed citywide revenue is \$144.3 million dollars. An increase in taxes is the first voted Library mill of 70 mills or \$1.7 million dollars, and the proposed permissive medical levy and inflationary increase in the general fund. License fees decreased due to changes made by the 2023 State Legislature.

The percentage of 18.42% is intergovernmental revenue. The substantial increase in this category was due to the House Bill 632. The City will be receiving COVID money in the sewer and storm drain fund that will amount to about \$9.5 million for construction projects.

An issuance of debt was not proposed last year. This year \$1.5 million additional debt is proposed in the water fund.

The City of Great Falls has a limited ability to increase property tax revenue because of a statewide property tax cap. Newly taxable property is one of those exceptions. The 21-year average of new tax revenue raised by newly taxable property for the City of Great Falls is \$400,000 per year. That amount was estimated for newly taxable property in the general fund budget.

Newly taxable property does not include increases in taxable valuations. Pursuant to Mont. Code Ann. § 15-10-420 the City is authorized to increase property tax revenue by one-half of the average rate of inflation for the prior three years. The City did not raise the inflationary factor in fiscal years 2021 and 2022 due to the COVID-19 pandemic and aiding in the economic recovery for taxpayers. The City did utilize the full inflationary factor including carryover mills in fiscal year 2023.

The Montana Department of Administration's allowable inflationary factor adjustment is 2.46% that amounts to \$451,129 of additional revenue for the general fund that is in the proposed FY 24 budget.

State statute also allows property tax levy increases for premium contributions for group benefits. The City is proposing an additional 1.92% property tax levy increase for health insurance premiums. This would provide \$353,042 in additional revenue to help offset the health insurance increases in the general fund. Health insurance premiums increase 8% for the fiscal year 2024. Additional action by the City Commission will be needed in the future to set the increased mill levy. This will occur after the City receives its certified taxable valuation from the Montana Department of Revenue in

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August. The total impact on a \$200,000 home would be \$21.02, a \$300,000 home would be \$31.53, and a \$600,000 home would be \$63.06 per year.

The fiscal impact of not authorizing the increase for inflation or the permissive medical levy to the general fund would result in a revenue shortfall of \$804,171 for the proposed FY 2024 budget.

As part of the budget process, all revenues were reviewed. Revenues have not been adjusted in many years. Projected revenues are not keeping up with the increased operations, expenses, and capital needs. All of the proposed revenue increases will require separate City Commission action with public hearings.

The proposed budget for Citywide expenses is \$162.4 million dollars. Personnel is 33.19% of this budget and includes salaries and benefits. Seventy-five percent of the City's workforce is under a union contract and are currently being negotiated. In the proposed budget is an estimated 5% increase in salaries. Purchased services is 19.8% of the budget. Some increases for the purchased services were electricity and maintenance agreements. Debt service was decreased. Internal service funds did increase and that was due to general liability and property insurance and an added FTE to the IT division.

There is an additional capital outlay attributed for the ARPA projects and Public Works capital outlay. Transfers out were reduced because the transfers in were reduced, due to reduced general fund subsidies.

The requested action is that the Commission conduct the public hearings on the Intent to Increase Property Tax and Annual Budget Resolution. It is anticipated the annual tax levy will be adopted August 15, 2023.

Mayor Pro Tempore Wolff asked if the Commissioners had any questions of staff.

Hearing none, Mayor Pro Tempore Wolff asked if there were any comments from the public in support of Resolution 10510.

Brett Doney, GFDA, referred to the Frontier Institute analysis of budget growth in Montana of the six largest cities from 2014 through 2023. Frontier Institute compared budget growth to population growth and inflation growth. Kalispell's budget has increased 103.9% over and above inflation and population growth, Bozeman's has grown 98.6%, Missoula's has grown 81.8%, Billings has increased 49.7%, and Helena has increased 31.3%. Great Falls' budget, compared to population and inflation, is actually a negative 21.7%.

Amongst our peers of the six major cities in Montana, Great Falls has kept the line on the budget, far more than the other communities have. From a fiscal prudent standpoint, it seems Great Falls is doing a much better job than our peer cities around the state.

Mayor Pro Tempore Wolff asked if there were any comments from the public in opposition to Resolution 10510.

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Jeni Dodd, City resident, commented that the City needs to be more transparent about special levies that are being proposed or already passed that are not figured into the allowable inflation adjustment. She is glad the Legislature put a cap on things, but opined it didn't really help here, adding the only people who can afford to live here anymore are the poor who get their housing needs covered and the rich who are largely unaffected by this.

Ms. Dodd was supportive of use of COVID funds to cover the shortfall in the budget, and opposed the \$3 million dollars awarded to non-governmental organizations.

She inquired where people are supposed to get extra money to pay more taxes as many city taxpayers have not gotten raises, many businesses are not able to raise fees for services or they would lose their businesses, and many city taxpayers are on fixed incomes.

Adding employees, like at the Library, is a significant cost to the City. She opined the City does not look at the long-term effect of paying more employees. She suggested the City needs a hiring freeze and a wage freeze. She opined the Commission and City Manager lack the courage to stand up to the largest union in the State of Montana and say enough is enough.

Ms. Dodd concluded that she is middle class and she cannot afford this and is actively looking to leave Great Falls because of this.

John Hubbard, City resident, commented that he heard on the noon news today that the legislators gave \$300 million of the marijuana tax revenues to behavioral management. He initially thought the money would help this community. He needs to win the lottery because he cannot afford to live here either. Mr. Hubbard concluded that he starts with tar and feathers, and then goes to picking trees.

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

Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10510 – Intent to Increase Property Tax.

Mayor Pro Tempore Wolff asked if there was any discussion amongst the Commissioners.

Commissioner Tryon commented that when he came on the City Commission three and a half years ago, he was skeptical and thought the Commission needed to do a lot more to rein in spending until he really got a close look and been involved in this City budget process. Without a doubt, Great Falls has the most fiscally conservative City Manager and Finance Director in the State of Montana.

Commissioner Tryon suggested that everyone look at the study done by the Frontier Institute. It is remarkable how fiscally conservative this City Manager and Finance Director and staff have been over the last 10 years in keeping the Great Falls budget much lower than every other major city in Montana.

He commented that he does not like paying taxes any more than anybody else does. But, the Commission has a responsibility and is legally required to pass a balanced budget.

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In response to some public comments he concluded that before people go off on how horrible your city government is and how irresponsible they are, financially and fiscally, to do a little research. He is proud of the work of the City Manager and Finance staff.

There being no further discussion, Mayor Pro Tempore Wolff called for the vote.

Motion carried 4-0.

Finance Director Melissa Kinzler noted that her presentation on Agenda Item 21 was combined with Agenda Item 20. She did not have anything further to add.

Mayor Pro Tempore Wolff asked if the Commissioners had any further questions of staff.

Hearing none, Mayor Pro Tempore Wolff opened the public hearing and asked if there were any comments from the public in support of or in opposition to Resolution 10509 – Annual Budget Resolution.

Jim Duffy, City resident, submitted written comments that it appears to him the Commission has backed itself into a corner with this budget and has starved the City budget for revenue by not taking allowable property tax increases and approving a very large tax abatement.

Mayor Pro Tempore Wolff closed the public hearing and the will of the Commission.

Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10509 – Annual Budget Resolution.

Mayor Pro Tempore Wolff asked if there was any discussion amongst the Commissioners.

Hearing none, Mayor Pro Tempore Wolff called for the vote.

Motion carried 4-0.

OLD BUSINESS

NEW BUSINESS

22. LABOR AGREEMENT BETWEEN THE CITY OF GREAT FALLS AND THE PLUMBERS AND PIPEFITTERS LOCAL NO. 41.

Human Resources Director Gaye McInerney reported that City staff recommends that the Commission approve the Labor Agreement between the Plumbers and Pipefitters Local No. 41, which consists of 4 employees across three departments – Park and Recreation, Planning and Community Development, and Public Works.

The negotiating teams including the following individuals:

Representing the City:
 Gaye McInerney, HR Director

Representing the Plumbers & Pipefitters:
 Tyler Anderson, P&CD Building Inspector

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

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

Key items to the Agreement that were bargained:

Article 2 – Term of the Agreement

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

Article 9 – Hours of Work and Overtime

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

Article 12 – Probationary and Evaluation Periods

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

Article 20 – Meals

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

Schedule A:

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

The financial impact for a 5% COLA increase in FY24 and FY 25 is a total amount of \$35,613.

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

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

Mayor Pro Tempore Wolff asked if the Commissioners had any questions of staff. Hearing none, Mayor Pro Tempore Wolff asked the will of the Commission.

Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the City Commission approve the labor agreement between the City of Great Falls and the Plumbers and Pipefitters Local No. 41.

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

Commissioner McKenney noted that the Commission is not involved in the negotiations and only sees the final results. He inquired if there were any pushbacks during negotiations.

Director McInerney responded, specific to this contract, pushback pertained to wages.

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There being no further discussion, Mayor Pro Tempore Wolff called for the vote.

Motion carried 4-0.

**23. MONANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
AMERICAN RESCUE PLAN ACT GRANT AGREEMENTS.**

Grant Administrator Tom Hazen reported that the ratification of these agreements is the final step in securing \$6,566,786.00 in Federal American Rescue Plan Act (ARPA) funds for essential Public Works Infrastructure projects.

The State of Montana used approximately \$400 million of ARPA funds received from the federal government to establish funding opportunities for Montana Local, County, and Tribal Governments to finance Water and Sewer Infrastructure projects. The amount of \$250 million was allocated to Competitive Grants. An additional \$150 million was apportioned to governments on calculated basis in the form of a Minimum Allocation Grant (MAG). The City received a total of \$8,505,069.00 through the MAG program.

The City of Great Falls submitted applications to both Competitive Grant cycles and was awarded funding for the Lift Station Number One and Supplemental Force Main (Lift Station 1) and Central Ave/3rd St Storm Water Drainage projects. Once notified of these Competitive awards, representatives of the City Public Works and Finance Departments met in May of 2022 to identify projects for MAG utilization. Two primary uses were identified.

First, MAG funds would be requested as reimbursement for past eligible expenses. The MAG funding offers a relatively unique opportunity in that expenditures dating back to March 3, 2021 may be considered eligible expenses. Great Falls elected to identify eligible expenses, request reimbursement, and ultimately use those reimbursements to bolster current Water, Storm, and Sewer Infrastructure projects. Between the months of May and August 2022, Public Works and Finance identified 14 projects, collected expenses, collated documentation, and prepared five applications for reimbursement totaling \$2,712,183.00.

Additionally, it was decided that a significant portion of the MAG funds would be used to satisfy the local match funding requirement of the Competitive Grant awards. The Central Ave/3rd St Drainage Project Competitive and MAG agreements were previously approved by the Commission at the May 2nd meeting. Tonight, the Commission is considering an agreement that would secure \$3,854,585.00 in MAG funding as match for the Lift Station Number and Supplemental Force Main project. This sum, combined with the \$2 million received through the Competitive Award program, would satisfy a significant portion of the \$16 million budget of this project.

The \$6.5 million dollars secured through these awards would be allocated to the Sewer, Storm, or Water funds in the City's budget. Those allocations would supplement funds which are primarily underwritten by utility payments submitted by Great Falls residents. Supplementing these payments with State ARPA funds would increase Public Works ability to fund current or initiate new projects in the near future.

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With these considerations in mind, Staff recommends that this Commission ratify the agreements for reimbursement of \$2,712,183.00 in eligible Sewer, Storm, Waste Water Treatment Plant, Water, Mains, and Water Treatment Plant Improvement projects. Further, staff recommends the ratification of the agreement for \$3,854,585.00 in match funding through MAG for the Lift Station Number One and Supplemental Force Main project.

Commissioner Tryon moved, seconded by Commissioner McKenney, that the City Commission approve ratification of the Montana Department of Natural Resources and Conservation American Rescue Plan Act Grant Agreements securing \$6,566,768.00 in American Rescue Plan Act funds allocated to the City of Great Falls by the State of Montana through House Bill 632.

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

Motion carried 4-0.

ORDINANCES/RESOLUTIONS

CITY COMMISSION

24. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

25. COMMISSION INITIATIVES.

Commissioner Tryon requested that staff amend Resolution 10235 for Commission consideration at the next meeting pursuant to the earlier discussion on Agenda Item 5.

The Commission was advised there are 18 boards and commissions and over 90 City appointees.

Manager Doyon commented that staff will review the process to make sure that things are consistent or if could be streamlined. He cautioned the Commission, if their intent was to interview everybody for every board and commission position, to get their schedules ready because there are some boards and commissions that are and difficult to fill and the positions are open for several months. Prior Commissions have recognized that.

Commissioner Tryon clarified that the only amendment he is requesting is that all open board positions be advertised, regardless if there is a standing board member eligible for reappointment.

Mayor Pro Tempore Wolff inquired if the Commission would interview people if multiple applications were received.

Manager Doyon responded that, historically, the Commission has conducted interviews with the Airport Authority. It is up to the Commission. The Commission receives the applications and, if

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there is consensus, can make a motion for appointment. If not, the Commission could choose to interview them.

There were no dissenting comments from the other members of the Commission.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Pro Tempore Wolff, to adjourn the regular meeting of July 18, 2023, at 9:37 pm.**

Motion carried 4-0.

Mayor Pro Tempore Susan Wolff

City Clerk Lisa Kunz

Minutes Approved: August 1, 2023



Commission Meeting Date: August 1, 2023
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

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

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECKS FROM NEW WC 07/06/23-07/19/23	695,816.94
ACCOUNTS PAYABLE CHECKS FROM MUNIS 07/06/23-07/19/23	4,497,759.11
MUNICIPAL COURT CHECKS 07/06/23-07/19/23	64,263.09
MISCELLANEOUS ACCOUNTS PAYABLE WIRE: 07/06/23-7/19/23	205,346.36
TOTAL: \$	<u>5,463,185.50</u>

GENERAL FUND

CITY COMMISSION

MT LEAGUE OF CITIES & TOWNS	FY 2024 MEMBERSHIP DUES	29,544.91
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SPECIAL REVENUE FUNDS

COVID RECOVERY

SPARK ARCHITECTURE	AR212301 EVIDENCE ROOM ARCHITECTURE	64,167.63
A T KLEMENS INC	CIVIC CENTER INFRASTRUCTURE RENO OF175	30,256.72
PEACE PLACE	ARCHITECTURAL SERVICES LPW	25,001.10

AIRPORT TIF

GF INTERNATIONAL AIRPORT AUTHORITY TIF REIMBURSEMENT REQUEST	100,000.00
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STREET DISTRICT

JASON GIBSON HOMES FOR YOU LLC	OF1733.6 PW STORAGE BUILD IMPROV/FINAL (SPLIT AMONG FUNDS)	34,879.11
MRTE INC	OF 1788.0 33RD ST S ADA UPDATE/PMNT 1	51,565.73

PLANNING & COMMUNITY DEVELOPMENT

GF TRANSIT DISTRICT	GF TRANSIT PASS THRU 3RD QUARTER UPWP	31,496.77
ROBERT PECCIA & ASSOCIATES INC	LONG RANGE TRANSPORT PLAN UPDATE	25,687.20

PARK & RECREATION SPECIAL REVENUE

WINKLER EXCAVATING	OF 1693.0 MISSOURI RIVER BANK /PMNT 3	41,020.31
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(SPLIT AMONG FUNDS)

PARK DISTRICT

SWANK ENTERPRISES	INDOOR AQUATIC & REC CENTER CONST	643,531.30
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FEDERAL BLOCK GRANTS

GF HOUSING AUTHORITY	AUSTIN HALL ELEVATOR REPAIR	47,791.80
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DEBT SERVICE FUNDS

DOWNTOWN TID BONDS

CITY BAR INC	TIF REIMBURSE FAÇADE/ ENVIRO SAFETY	25,382.94
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CAPITAL PROJECT FUNDS

DOWNTOWN TID

TALISMAN CONSTRUCTION SERVICES	CIVIC CENTER FACADE	246,491.88
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ENTERPRISE FUNDS

WATER

72 HOUR LLC	2023 1 1/2 TON 4X4 EXT. CAB PICKUP #618	59,214.88
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SEWER

WINKLER EXCAVATING	1693.0 MISSOURI RIVER BANK STABILIZATION (SPLIT AMOUNG FUNDS)	356,078.53
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STORM DRAIN

ED BOLAND CONSTRUCTION	OF1779.0 CENT AVE/3RD ST DRAIN PH 1/PMT3	196,912.05
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SANITATION

MICHAEL BROTHERS INC	150 NEW 300 GAL CONTAINERS ASSEMBLED	59,850.00
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INTERNAL SERVICE FUNDS

HEALTH & BENEFITS

HEALTHCARE SERVICE CORP	BCBS HEALTHCARE JUNE 2023	757,586.83
SUN LIFE FINANCIAL	SUNLIFE DENTAL AND VISION JUNE 2023	42,219.04

INSURANCE & SAFETY

MONTANA MUNICIPAL AUTHORITY	MMIA PROPERTY PROGRAM INVOICE	457,816.50
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CENTRAL GARAGE

JASON GIBSON HOMES FOR YOU LLC	OF1733.6 PW STORAGE BUILD IMPROV/FINAL (SPLIT AMONG FUNDS)	34,879.11
MOUNTAIN VIEW CO-OP	UNLEAD FUEL 121,929 GAL DIESEL 152,332	33,765.15
MOUNTAIN VIEW CO-OP	UNLEAD FUEL 121,929 GAL DIESEL 152,332	29,649.25
JACKSON GROUP PETERBILT	TANDEM AXLE DUMP/PLOW TRUCK UNIT#824	39,690.00

TRUST AND AGENCY FUNDS

COURT TRUST MUNICIPAL COURT

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	50,063.75
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PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	55,245.00
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	53,691.92
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	72,192.05
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	141,518.29
US BANK	FEDERAL TAXES, FICA & MEDICARE	244,522.50
MONTANA OE - CI TRUST FUND	EMPLOYEE CONTRIBUTIONS	50,429.44
MONTANA MUNICIPAL INTERLOCAL AUTH	2ND QUARTER WC PAYROLL ASSESSMENT	217,326.16

UTILITY BILLS

ENERGY KEEPERS	ENERGY SALES JUNE 2023	194,292.00
HIGH PLAINS LANDFILL	LANDFILL CHARGES JUNE 2023	135,942.13
NORTHWESTERN ENERGY	ELECTRIC SUPPLY JUNE 2023	89,325.27

CLAIMS OVER \$25,000 TOTAL: \$ 4,769,027.25

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

DATE: August 1, 2023

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

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

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Great Falls Police Department (GFPD)	Great Falls Public School District	07/01/2023 – 06/30/2024	\$70.00 per hour	2023-2024 Additional Great Falls Public School (GFPS) Security Agreement for GFPD to provide extra security to foster a safe environment for school sponsored events or other activities when available and approved by the GFPS District Administration
B	Planning and Community Development	Peace Place	08/01/2023-06/30/2024	\$51,850	2023/2024 Community Development Block Grant Agreement to provide respite care funding or childcare scholarships for children with special needs in the community [CR: This item was approved w/Commission adoption of the Annual Action Plan May 2, 2023, agenda item 11]

<p>C</p>	<p>Planning and Community Development</p>	<p>City of Great Falls Public Works Department</p>	<p>08/01/2023-06/30/2024</p>	<p>\$564,885</p>	<p>2023/2024 Community Development Block Grant Agreement to improve pedestrian traffic and provide Americans with Disabilities Act (ADA) compliant sidewalks and curb cuts around Carter Park located on 6th Avenue South, 7th Avenue South, 3rd Street South, and 4th Street South. [CR: This item was approved w/Commission adoption of the Annual Action Plan May 2, 2023, agenda item 11]</p>
<p>D</p>	<p>Planning and Community Development</p>	<p>YWCA Great Falls</p>	<p>08/01/2023-06/30/2024</p>	<p>\$65,530</p>	<p>2023/2024 Community Development Block Grant Agreement to provide funding for the new childcare program by providing care scholarships for children and supplies and equipment necessary for the childcare service delivery [CR: This item was approved w/Commission adoption of the Annual Action Plan May 2, 2023, agenda item 11]</p>



Commission Meeting Date: August 1, 2023
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Water Meter Equipment Purchases for Fiscal Year 2024
From: Jake Mckenna, Utilities System Manager
Initiated By: Public Works Department
Presented By: Christoff T. Gaub, Public Works Director
Action Requested: Approve Purchases

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the purchase of water meter equipment for the 2024 Fiscal Year from Ferguson Enterprises, Inc. in an amount not to exceed \$350,000.”

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 purchase of water meter equipment.

Background:

Significant Impacts

There are approximately 22,500 water meters within the City Water Distribution System. We have replaced the majority of our smaller meters that were not compatible with our radio read system. We are now working on replacing our larger meters (2” to 8”) and installing MXUs (radio read equipment) on the remaining meters. Currently, there are approximately 9,396 radio reads installed in the city.

Purpose

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

Project Work Scope

In Fiscal Year 2023, staff purchased \$298,832 worth of radio read equipment, new meters, meter parts and installation equipment from Ferguson Enterprises, Inc.

In Fiscal Year 2024, staff proposes to purchase radio read equipment, new meters, meter parts and installation equipment from Ferguson Enterprises, Inc. totaling approximately \$350,000. This funding

amount is included in the Public Works Water Distribution budget, and resultant 10 percent utility rate increase, as presented to the Commission during the utility rate approval process.

Our plan for the upcoming 2 to 3 years is to replace the water meters and MXU's that are incompatible with our remote read system. Currently, to read each of the manual read meters, City staff must enter every property and manually read the numbers off the meter. Manually reading the meter introduces an opportunity for inaccurate readings, and entering private property is a potential safety hazard and a time consuming process, as well as inconvenient for the property owner. Furthermore, the requested funding amount positions us to keep up with the 8%-12% inflationary cost increase on water meters and 18% inflation cost increase on MXUs.

Finally, the EPA has changed the definition of "Lead Free" to allow plumbing fixtures to contain 0.25% (down from 8.0%) of lead by weight. The majority of our meters are brass, which means when they need maintenance (stuck, broken, etc.), we are not allowed to rebuild them. We must install a new 0.25% "Lead Free" meter or an "I-Perl" meter (composite/plastic material).

Evaluation and Selection Process

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

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

Alternatives: The City Commission could vote to deny the purchases, which would cause City staff to find other vendors, or change water meter suppliers and change all City water meters out at greater cost to the City.



Commission Meeting Date: August 1, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Final Pay, Water Treatment Plant Filter Improvements Phase II OF 1637.6

From: Mark Juras, Engineering Division

Initiated By: Public Works Department

Presented By: Christoff T. Gaub, Public Works Director

Action Requested: Approve Final Pay Application

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) Final Payment for the Water Treatment Plant Filtration Improvements, Phase II, in the amount of \$239,915.07 to Prospect Construction and \$2,423.38 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.”

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

Staff Recommendation:

Approve Final Payment Request.

Summary:

This project fulfills the recommendations of a 2011 study to replace the filter media, replace the underdrain system, and install an air-scour cleaning apparatus on the existing filter bays at the Water Treatment Plant. These upgrades are integrated with existing plant processes to improve overall plant efficiency, performance and control. This project is essential to maintaining the high quality of water with which the city is accustomed, along with the ability to maintain compliance with Montana Department of Environmental Quality (MTDEQ) requirements for water quality and availability.

Background:

In 2011 the City completed a Water Treatment Plant (WTP) Filter Evaluation as part of the City’s initiative to address aging infrastructure and with reference to data in the 2006 Water Master Plan. The Filter Evaluation concluded that the City’s filters were well beyond their design life and that operations were experiencing a significant decline in performance along with a notable increase in maintenance requirements. A filter replacement project was then prioritized and programmed. The filter bays were scheduled to be replaced, six at a time, in two construction phases. Phase I of the project was completed in 2021.

On December 21, 2021, the Commission voted to award Phase II of the project to Prospect Construction in the amount of \$4,880,587.00. The City issued a Certificate of Substantial Completion for Phase II on April 26, 2023. Prospect Construction has finished the remaining punch list items and is requesting release of final payment for the project.

As a result of this project, the filter performance at the WTP has improved substantially by reducing runtime between filter backwashes and reducing backwash water volume. A study performed by the design consultant indicates the Phase I improvements have added an additional 20 to 30 hours longer runtime between backwashes and have reduced the volume of water necessary per backwash by 15,000 gallons, resulting in about 200,000 gallons less backwash water per month during the peak season. The Phase II improvements should double the volume of gallons saved per backwash.

Purpose

This final pay application will release the final funds awarded to the contractor and initiate complete funding closeout for Phase II.

Project Work Scope

This project included rehabilitation and improvements to the 1932, 1952, and 1959 section filter beds on the East side of the Water Treatment Plant filter building. The improvements included new filter media, underdrains, filter valves, actuators, air scour filter-cleaning equipment, backwash water piping, waste water de-chlorination system, and associated electrical and control systems.

Evaluation and Selection Process

The project was publicly advertised and two (2) bids were received on December 8, 2021. The total price ranged from \$4,880,587.00 to \$6,278,500.00. Prospect Construction submitted the lowest total bid.

Final Payment

The final project cost is \$4,846,769.00 which is \$33,818.00 less than the total contract amount. The decrease in this cost was due to effective use of the miscellaneous funds of the project and great communication and teamwork between City staff, Prospect Construction, and the design consultant AE2S.

Conclusion

City Staff recommends making the final payment of \$239,915.07 to Prospect Construction and \$2,423.38 to the State Miscellaneous Tax Fund. City staff verified that Prospect Construction has completed all work and punch list items in accordance with the plans and the contract. The two year warranty period started at the time of substantial completion which was April 26, 2023.

Fiscal Impact:

The project has been programmed and prioritized as a needed capital improvement and is funded through the Water Treatment Enterprise Fund.

Alternatives:

The City Commission could vote to deny final payment. This action would likely result in litigation from the contractor to recover the funds withheld as substantial completion documentation has been executed and all punch list items have been completed to the satisfaction of Public Works and the City's design consultant.

Attachments/Exhibits:

Final Project Invoice, Vicinity Map



Contractor's Application for Payment No.

FINAL

Application Period: June-23	Application Date: July 14, 2023
To (Owner): City of Great Falls	From (Contractor): Prospect Construction
Project: WTP Filtration Improvements	Via (Engineer): AE2S
Owner's Contract No.: O.F. 1637.6	Contractor's Project No.: P05231-2013-001
	Engineer's Project No.: P05231-2013-001

**Application For Payment
Change Order Summary**

Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....	\$	<u>4,880,587.00</u>
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 ± 2).....	\$	<u>4,880,587.00</u>
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	<u>4,846,769.00</u>
5. RETAINAGE:		
a. X <u>4,846,769.00</u> Work Completed.....	\$	
b. 5% X _____ Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	<u>4,846,769.00</u>
7a. LESS PREVIOUS PAYMENTS TO CONTRACTOR.....	\$	<u>4,558,386.25</u>
7b. LESS PREVIOUS PAYMENTS TO MT DEPT OF REVENUE.....	\$	<u>46,044.30</u>
8. AMOUNT DUE THIS APPLICATION (Line 6 - Lines 7a and b).....	\$	<u>242,338.45</u>
9. AMOUNT DUE TO MT DEPT OF REVENUE GROSS TAX (1% of Line 8).....	\$	<u>2,423.38</u>
10. AMOUNT DUE TO CONTRACTOR (Line 8 - Line 9).....	\$	<u>239,915.07</u>
11. UNUSED MISC UNITS BALANCE REMAINING (Line 3 - Line 6).....	\$	<u>333,818.00</u>

Contractor's Certification
 The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

CONTRACTOR: Prospect Construction
 116 23rd St SE
 Puyallup, WA 98372

By: [Signature] Date: 7/13/23
 State of: ~~Washington~~ MONTANA
 County of: ~~Pierce~~ MISSOULA
 Subscribed and sworn to before me this 13th day of July, 2023

Notary Public: [Signature]
 My Commission Expires: _____

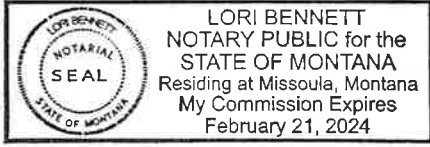
Payment of: \$ 242,338.45
 (Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] 7/14/2023
 (Engineer) (Date)

Payment of: \$ 242,338.45
 (Line 8 or other - attach explanation of the other amount)

is approved by: Mark Jurne 7/17/2023
 (Owner) (Date)

Approved by: N/A
 Funding Agency (if applicable) (Date)



Progress Estimate - Unit Price Work

Contractor's Application

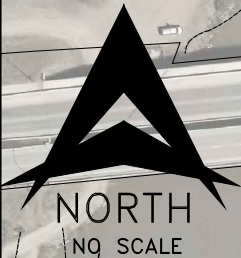
For (Contract): Construction Phase 2						Application Number: FINAL				
Application Period: June-23						Application Date: July 14, 2023				
A				B	C	D	E	F		
Bid Item No.	Item Description	Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
101 - Mobilization	Bond	1	\$45,000.00	\$45,000.00	100%	\$45,000.00		\$45,000.00	100.0%	
	Mobilization	1	\$55,000.00	\$55,000.00	100%	\$55,000.00		\$55,000.00	100.0%	
102 - Demo/Removal	Abatement	1	\$360,000.00	\$360,000.00	100%	\$360,000.00		\$360,000.00	100.0%	
	Temp railing	1	\$7,500.00	\$7,500.00	100%	\$7,500.00		\$7,500.00	100.0%	
	Material Handling System	1	\$120,000.00	\$120,000.00	100%	\$120,000.00		\$120,000.00	100.0%	
	Remove grout base	1	\$20,000.00	\$20,000.00	100%	\$20,000.00		\$20,000.00	100.0%	
	Remove concrete slab in Filters 6&8	1	\$35,000.00	\$35,000.00	100%	\$35,000.00		\$35,000.00	100.0%	
	Remove anthracite, sand	1	\$100,000.00	\$100,000.00	100%	\$100,000.00		\$100,000.00	100.0%	
	Remove underdrain, surface wash, and anchors	1	\$80,000.00	\$80,000.00	100%	\$80,000.00		\$80,000.00	100.0%	
	Remove and replace vent pipes	1	\$3,000.00	\$3,000.00	100%	\$3,000.00		\$3,000.00	100.0%	
	Remove bank at end of project	1	\$3,000.00	\$3,000.00	100%	\$3,000.00		\$3,000.00	100.0%	
	Temporary containment	1	\$50,000.00	\$50,000.00	100%	\$50,000.00		\$50,000.00	100.0%	
	Temp access	1	\$5,000.00	\$5,000.00	100%	\$5,000.00		\$5,000.00	100.0%	
	Remove small pipe	1	\$7,500.00	\$7,500.00	100%	\$7,500.00		\$7,500.00	100.0%	
	Remove large pipe spools and valves	1	\$33,000.00	\$33,000.00	100%	\$33,000.00		\$33,000.00	100.0%	
	Remove large valves	1	\$30,000.00	\$30,000.00	100%	\$30,000.00		\$30,000.00	100.0%	
	Remove large and valve for flow meter (add #1)	1	\$5,000.00	\$5,000.00	100%	\$5,000.00		\$5,000.00	100.0%	
	Relocate vent for air scour at Filter 8	1	\$1,500.00	\$1,500.00	100%	\$1,500.00		\$1,500.00	100.0%	
	Re-pipe instrument tubing on wall in conflict with air scour	1	\$2,500.00	\$2,500.00	100%	\$2,500.00		\$2,500.00	100.0%	
	Remove and reinstall windows	1	\$20,000.00	\$20,000.00	100%	\$20,000.00		\$20,000.00	100.0%	
	Electrical	1	\$17,000.00	\$17,000.00	100%	\$17,000.00		\$17,000.00	100.0%	
103 - Influent Flume Bulkheads	Deliver/store stop logs	1	\$19,500.00	\$19,500.00	100%	\$19,500.00		\$19,500.00	100.0%	
	Cutout for new stop logs	1	\$2,500.00	\$2,500.00	100%	\$2,500.00		\$2,500.00	100.0%	
	Metals around stop logs	1	\$6,500.00	\$6,500.00	100%	\$6,500.00		\$6,500.00	100.0%	
	Install stop logs	1	\$1,500.00	\$1,500.00	100%	\$1,500.00		\$1,500.00	100.0%	
104 - Surface Repairs/Coatings	Filter Basins	1	\$75,000.00	\$75,000.00	100%	\$75,000.00		\$75,000.00	100.0%	
	Piping	1	\$25,000.00	\$25,000.00	100%	\$25,000.00		\$25,000.00	100.0%	
105 - Walkway Structural Repairs	Deliver/store materials	1	\$20,000.00	\$20,000.00	100%	\$20,000.00		\$20,000.00	100.0%	
	Chip concrete beams	1	\$15,000.00	\$15,000.00	100%	\$15,000.00		\$15,000.00	100.0%	
	Repair beam concrete	1	\$11,000.00	\$11,000.00	100%	\$11,000.00		\$11,000.00	100.0%	
	Beam bottom plate	1	\$24,000.00	\$24,000.00	100%	\$24,000.00		\$24,000.00	100.0%	
106 - Process Piping	SST pipe detailing and submittals	1	\$20,000.00	\$20,000.00	100%	\$20,000.00		\$20,000.00	100.0%	
	Deliver/store SST pipe	1	\$118,000.00	\$118,000.00	100%	\$118,000.00		\$118,000.00	100.0%	
	10" air piping from E to mfg pipe	1	\$75,000.00	\$75,000.00	100%	\$75,000.00		\$75,000.00	100.0%	
	Piping per note 2 on P015 abd 7 P017	1	\$5,000.00	\$5,000.00	100%	\$5,000.00		\$5,000.00	100.0%	

Stored Material Summary

Contractor's Application

For (Contract): Construction Phase 2							Application Number: FINAL				
Application Period: June-23							Application Date: July 14, 2023				
A		B		C		D		E	F		G
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Stored Previously		Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
					Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)	
106		11281	Great Falls	SST Process Piping (Air)	5/2022	\$118,000.00		\$118,000.00	2/2023	\$118,000.00	
110		16950	Great Falls	Instrumentation and Control Panels	8/2022	\$85,112.22		\$85,112.22	1/2023	\$85,112.22	
110		16950	Great Falls	Instrumentation and Control Panels	9/2022	\$88,000.00		\$88,000.00	1/2023	\$88,000.00	
Totals						\$291,112.22		\$291,112.22		\$291,112.22	

O.F. 1637.6 VICINITY MAP



RIVER

LOWER RIVER RD

OVERLOOK DR

CITY

WATER
TOWER

WATER
PLANT

PROJECT LOCATION

UPPER RIVER RD

PROSPECT AVE

DR



Commission Meeting Date: August 1, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Set a Public Hearing for Resolution 10519, a Resolution to establish Engineering Division Review Fees for the Planning and Community Development Department and the Public Works Department

From: Mark Juras, Engineering Division

Initiated By: Public Works Department

Presented By: Christoff T. Gaub, Public Works Director

Action Requested: Set a Public Hearing date for Resolution 10519 on August 15, 2023 to establish Engineering Division Review Fees

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) a Public Hearing for Resolution 10519 on August 15, 2023.”

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

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

Summary: The Public Works (PW) Engineering Division provides review of building permit and parking lot permit applications to ensure that proposed improvements within the adjacent Right-of-Way and water/sewer/storm utility connections adhere to the City’s Standards for Design and Construction and the Official Code of the City of Great Falls (OCCGF). The Engineering Division also reviews plans and design documents for privately owned and maintained storm water management systems, when required, for compliance with the City’s Storm Drainage Design Manual and the OCCGF. Since these reviews require staff time, equipment, and materials, a Review Fee proposal has been developed with the collaboration of the Planning and Community Development Department (PCD) that assess a fair and predictable fee to cover costs associated with Engineering Division review of these items. The review fee was calculated based on the estimated time that it will take for an engineer to review the submitted data multiplied by the commission approved hourly rate, which is less than the rate currently being charged by Sanderson and Stewart. PCD will collect and administer these fees with a processing fee and a required 3% credit card convenience fee. Additionally, the proposal enables the pass-through of fees the City will incur when review assistance is provided by 3rd party consulting engineers.

Background: In late 2019, the City transferred development plan review, construction oversight, and project management duties from the PW Engineering Division to PCD. As part of the transfer of duties, a different funding strategy and budget was developed to finance the staff of full time employees along with related operational costs. Once the revenue source and budget parameters were known, staff then relied on feedback from the development community, which informed the ultimate fee proposal that was adopted by the City Commission on September 21, 2021. The City Commission subsequently adopted a modification to the fee proposal that allowed staff to directly pass along the costs the City receives from 3rd party engineering consultants to the project applicant or developer.

Due to engineering position vacancies in PCD since that time, staff has now determined that it is in the best interest of the City as well as the development community to transition engineering development plan review, construction oversight, and construction management duties back to the PW Engineering Division. Since early 2023, PCD, PW, and City Manager’s office have met to discuss and collaborate on a proposed process and timeline to accomplish the transition. The collaboration has resulted in a transition that focuses on improved communication and teamwork between departments, resulting in improved customer service to the development community. PCD will continue to function as the intake and facilitator of development applications, maintaining a “one stop shop” principle to better serve our customers.

The transition established a Development Review Coordinator position in the PW Engineering Division, whose primary duties are to support and prioritize successful development within the community while protecting the City’s assets; serve as the PW liaison to the development community; and provide oversight of the development review and construction management services.

The transition will rely upon the previously adopted fee proposals as well as this new fee proposal to cover direct costs associated with Engineering Division review and construction oversight. The proposed Resolution implements review fees for building permits and parking lot permit applications, as well as a review of privately owned and maintained storm water management systems. It is the City’s intent to provide engineering review services in-house, but this fee proposal includes provisions for 3rd party engineering consultant assistance during seasonal spikes in development activity or community growth surges. Detailed Engineering Division Review Fee guidance will be made available to the design community and is posted on the City’s website. The guidance defines the fees, explains fee applicability, provides instructions on when/how fees are to be paid, and provides examples. The City will also conduct outreach to the local design community.

Additional development and design documents that outline the procedures for annexations and extension of public infrastructure are available on the City’s website. These documents include, but are not limited to: Development Application Checklists, the Official Code of the City of Great Falls, the City Standards for Design and Construction, the Extension of Services Plan, the City’s Growth Policy, and the City’s Long Range Transportation Plan.

Fiscal Impact: The proposed fee will transfer costs associated with Engineering Division review of development applications from the City’s water, sewer, storm, and street funds to the developer. Historically, the review of development design documents was compensated via hourly billing. This up front, predictable fee structure will replace hourly billing for development review.

Alternatives: The City Commission could choose not to set the public hearing and thereby deny the adoption of Resolution 10519 to establish the fees. This would result in rate payers continuing to subsidize engineering review of new development applications.

Concurrences: Planning and Community Development

Attachments/Exhibits:

Resolution 10519, Guidance on Engineering Division Review Fees

RESOLUTION NO. 10519

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO ESTABLISH ENGINEERING DIVISION REVIEW FEES FOR DEVELOPMENT APPROVALS IMPLEMENTED BY THE PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT AND THE PUBLIC WORKS DEPARTMENT

WHEREAS, Title 12 of the Official Code of the City of Great Falls (OCCGF) includes provisions for processing of permit applications for construction of or within city boulevards, sidewalks and streets; and

WHEREAS, Title 12 of the OCCGF includes a provision that the City Commission may, at its discretion, set application fees by resolution; and

WHEREAS, Title 13 of the OCCGF includes provisions for processing of permit applications for construction or modification of Water, Sewer and Storm Drainage Systems; and

WHEREAS, Title 13 of the OCCGF includes a provision that the storm drainage plans shall be reviewed and approved by Public Works; and

WHEREAS, Title 17 of the OCCGF includes provisions for processing of applications for land use and development projects; and

WHEREAS, Title 17 and 13 of the OCCGF includes provisions for Public Works Department review permit applications to ensure that proposed improvements within the Right-of-Way and utility connections adhere to the OCCGF and established standards for quality and durability; and

WHEREAS, Title 17 OCCGF includes a provision that the City Commission may, at its discretion, set and revise application fees by resolution; and

WHEREAS, The City of Great Falls may find it beneficial and necessary to contract with third party engineering consultants to provide additional processing and review capabilities.

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

Review fees for the Engineering Division of the City of Great Falls' Public Works Department and corresponding processing fee for the City of Great Falls' Planning and Community Development Department are as follows:

Private Stormwater Review Fee:	
Engineering Division Review	\$648

Processing Fee \$149
Total \$797

Single Family Residential Building Permit Review Fee:
Engineering Division Review \$186
Processing Fee \$43
Total \$229

Commercial Building Permit Review Fee:
Engineering Division Review \$756
Processing Fee \$174
Total \$930

Parking Lot Permit Review Fee:
Engineering Division Review \$324
Processing Fee \$75
Total: \$399

Direct costs associated with third party processing, review, oversight and/or consulting services shall be billed by the City to the project applicant.

This Resolution shall become effective on September 15th, 2023.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, August 15, 2023.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

David G. Dennis, City Attorney



August 1, 2023

To: Design Community
 Developers
 Contractors
 City Staff

RE: Guidance on Engineering Division Review Fees

To Whom it May Concern,

Effective September 15, 2023, the Public Works Engineering Division is implementing review fees to be assessed to various development applications. This document defines, identifies applicability, and provides guidance for the review fees. The review fees have been adopted by the City Commission via Resolution.

Infrastructure Review Fee – Resolution 10474

A primary duty of the Engineering Division of the City of Great Falls’s Public Works Department is to ensure that privately installed infrastructure that will be dedicated to the City meets established standards for quality and durability. Said duty requires staff time, equipment, and materials. The City may find it beneficial and necessary to contract with third party engineering consultants to provide additional processing and review capabilities. Therefore, the City Commission has adopted Resolution to establish an Infrastructure Review Fee.

Except when such person is operating under a contract with the Public Works Department, all privately installed infrastructure that will be dedicated to the City requires an Infrastructure Review Fee. At the time of infrastructure submittal application, the applicant shall submit an engineer’s cost estimate prepared by a licensed professional engineer based on a schedule of values covering the comprehensive construction cost of the Public Works Infrastructure to be dedicated to the City. The Public Works Infrastructure shall include water, sanitary sewer, storm sewer, street, and alley improvements. The cost estimate will be utilized to calculate the Infrastructure Review Fee to cover Engineering Division plan review through approval and provide Engineering Division construction oversight. The fee shall be calculated as follows:

$$\text{Fee} = 3.3182 * ((\text{Infrastructure Cost})^{0.6593})$$

The first half of the fee shall be due at the first submittal of the infrastructure plans and shall be accompanied with the engineer’s cost estimate. The fee shall be paid by check to “City of Great Falls”, credit card payments are not allowed. The first half of the fee shall

be calculated by dividing the fee equation above by two using the infrastructure cost provided in the cost estimate. The City reserves the right to review and modify the cost estimate to be consistent with these requirements and recent bid tabulations. It is recommended that the applicant contact the Engineering Division, (406) 771-1258, to review the cost estimate prior to first submittal.

The second half of the fee shall be due prior to scheduling the pre-construction meeting and shall be accompanied with the actual lowest responsible bid upon the schedule of values to complete the improvements. The second half of the Fee shall be calculated by the fee equation above with the total lowest responsible bid cost, and then subtracting the first half amount paid at the plan submittal. The Engineering Division shall review the second half fee calculation, lowest responsible bid schedule of values, and other necessary construction cost documents prior to submitting the second half of the fee. The engineer composing the cost estimate shall become familiar with the additional guidance and cost estimate examples as attached to this document.

When a third party consultant is utilized to assist the City with plan review, the fee shall cover the costs incurred by the city to pay the third party consultant.

The Infrastructure Review Fee does not include costs to provide inspection of Public Works Infrastructure via Engineering Division Inspectors or Third Party Consultants hired by the City, when allowed, as discussed in Chapter 3 of the City's Standards for Design and Construction. Inspection by Engineering Division Inspectors shall be billed separately at hourly rates adopted by City Resolution. Inspection by Third Party Consultants hired by the City, when allowed, shall be based upon hourly rates established by agreement between the City and the Third Party Consultant.

The Infrastructure Review Fee does not include additional permitting costs or review fees necessary to construct the infrastructure including, but not limited to: Planning and Community Development application fees, building permit fees or review fees, general plumbing permits, water service line permits, building sewer permits, right of way permits, sidewalk permits, driveway permits, curb cut permits, fire line permits, tapping fees, and other permits or fees as needed.

Private Stormwater Review Fee – Resolution 10519

The Engineering Division of the City of Great Falls Public Works Department must review all storm drainage plans and design reports for conformance with the City's latest adopted Storm Drainage Design Manual and the Official City Code of Great Falls. Said duty requires staff time, equipment, and materials. The City may find it beneficial and necessary to contract with third party engineering consultants to provide additional processing and review capabilities. Therefore, the City Commission has adopted Resolution to establish a Private Stormwater Review Fee.

Except when such person is operating under a contract with the Public Works Department, all projects within City limits which meet the threshold to provide a Storm Drainage Plan or Stormwater Management Plan that require privately owned and

maintained stormwater facilities, as outlined in the City's latest adopted Storm Drainage Design Manual and the Official Code of the City of Great Falls, shall submit a Private Stormwater Review Fee. The fee shall be added to the application fee or permit letting fee as applicable and collected by the Planning and Community Development Department in accordance with their procedures. The fee is not necessary when the storm water improvements will be dedicated to and maintained by the City and reviewed under the Infrastructure Review Fee.

Direct costs associated with third party processing, review, oversight and/or consulting services shall be billed by the City to the project applicant.

This Private Stormwater Review Fee does not include additional permitting costs or review fees associated with stormwater management including, but not limited to: Erosion Control Plan (ECP), Storm Water Pollution Prevention Plan (SWPPP), Industrial Pretreatment Survey (IPS), building permit fees or review fees, parking lot permit fees or review fees, and other permit costs or review fee items required by the Environmental Division or Planning and Community Development Department.

Building Permit and Parking Lot Permit Review Fees – Resolution 10519

The Engineering Division of the City of Great Falls Public Works Department provides review of building permit and parking lot permit applications to ensure that proposed improvements within the adjacent Right-of-Way and utility connections adhere to the City's Standards for Design and Construction and the Official Code of the City of Great Falls. Said duty requires staff time, equipment, and materials. The City may find it beneficial and necessary to contract with third party engineering consultants to provide additional processing and review capabilities. Therefore, the City Commission has adopted Resolution to establish Engineering Division review fees for building permit and parking lot permit applications.

Except when such person is operating under a contract with the Public Works Department, all projects within City limits which must obtain a building permit or parking lot permit shall submit a fee for Engineering Division review. The fee shall be added to the application fee or permit letting fee as applicable and collected by the Planning and Community Development Department in accordance with their procedures.

Direct costs associated with third party processing, review, oversight and/or consulting services shall be billed by the City to the project applicant.

The building permit and parking lot permit review fees are additive to the other Engineering Division and Planning and Community Development Department review fees including, but not limited to: the Infrastructure Review Fee, Private Stormwater Review Fee, building permit letting fee, application fee, and other permit fees or review fees as needed.

ATTACHMENTS:

Additional Infrastructure Review Fee Guidance and Examples

ADDITIONAL INFRASTRUCTURE REVIEW FEE GUIDANCE AND EXAMPLES

Delivering the Infrastructure Review Fee

The first half of the fee is due at plan submittal and is to be based on an accompanying engineer's cost estimate prepared by a licensed professional engineer with a schedule of values representing the unit prices and quantities necessary to complete the work. It is recommended that the Engineering Division is contacted at (406) 771-1258 to verify the cost estimate and fee amount prior to submittal. The first half of the fee is due by check, credit card payments are not allowed, made out to "City of Great Falls" and "Attn: Engineering" in the memo line and is to be mailed or hand delivered with the plan application to the Planning and Community Development Department:

Planning & Community Development
2 Park Dr S #112
PO Box 5021
Great Falls, MT 59403

Alternatively, the first half check may be mailed or hand delivered directly to the Public Works Engineering Division:

Attn: Engineering
1025 25th Ave NE
PO Box 5021
Great Falls, MT 59403

The second half of the fee is due prior to scheduling Pre-Construction meeting and is to be based on a revised schedule of values representing the unit prices from the lowest responsible and successful bid. The Engineering Division shall review the second half fee calculation, lowest responsible bid schedule of values, and other necessary construction cost documents prior to submitting the second half of the fee. The Second half of the fee is due by check, credit card payments are not allowed, made out to "City of Great Falls" with "Attn: Engineering" in the memo line and is to be mailed or hand delivered to the Planning & Community Development Department or the Engineering Division at the addresses noted above.

Engineer's Cost Estimate for Public Works Infrastructure

The cost estimate is to be composed of a schedule of values that represents the comprehensive construction cost of the infrastructure being dedicated to the City. This includes, but is not limited to all necessary materials and work to install Public Works Department owned and maintained water mains, sewer mains, storm mains, streets, and alleys. In general, the engineer composing the schedule of values may use line items and unit of measurements of their choice that best describe the work and materials necessary to construct the Public Works infrastructure. Line items and unit of measurements on the schedule of values may or may not match the form of those described in the MPWSS. The following lists discuss items to include and exclude in the cost estimate:

General Exclusions

- Exclude the following: Division 0 and Division 1 items such as mobilization, bonding, traffic control, and other general conditions work; “soft” costs, administrative costs, permit fees, professional services such as engineering design and construction or surveying services, inspection, engineering oversight, contingencies, SWPPP efforts, all sidewalks, park improvements, public signage, striping, and street lighting facilities.

City Participation in Oversizing and Off-site Improvements

- Capital improvements costs associated with the extension of Public Works Infrastructure necessary to serve a new development are typically financed and paid for by the developer per the City Extension of Services Plan. If the development project includes an agreement with the City to participate in cost sharing of oversizing of infrastructure to serve other areas located outside the development, or if cost of necessary off-site improvements are being shared by the City, then the Infrastructure Review Fee shall not include the City’s share of the cost for oversizing or off-site improvements.

Water

- Include the following items if being dedicated to the City Public Works Department for ownership and maintenance: demolition or adjusting of existing public water utility infrastructure, pumping stations, mains, fittings, valves, valve boxes, hydrant leads, hydrants, blow off valves, mainline tapping sleeves and valves, water valve manholes and vaults, connection to existing mains, utility crossings, trench excavation and backfill, pipe bedding, import trench backfill, surface restoration (if surface is publicly owned and maintained), polyethylene encasement (poly wrap), insulation, wax tape system, test taps, disinfection, flushing, and testing, main gaskets, main joints and joint restraints, thrust blocks, warning tape, tracer wire, main marker posts, and other water system appurtenances considered to be owned and maintained by the Public Works Department.
- Exclude the following items considered to be privately owned and maintained: demolition or adjusting of existing private water utility infrastructure, service lines (City policy is that water service lines and appurtenances from the main to the meter or building are privately owned and maintained), service saddles, service tapping sleeves and valves, service trenching and excavation, service valves and boxes, meter pits, entrance and backflow assemblies, and any other service line appurtenances, private mains, private hydrants, private meters, and other water system appurtenances considered to be privately owned and maintained.

Sewer

- Include the following items if being dedicated to the City Public Works Department for ownership and maintenance: demolition or adjusting of existing public sewer utility infrastructure, mains, force mains, manholes, fittings, trench

excavation and backfill, pipe bedding, import trench backfill, surface restoration (if surface is publicly owned and maintained), lift stations, sewer main valves, tracer wire, detectable warning tape, polyethylene wrap, main gaskets, insulation, testing, main joints and gaskets, utility crossings, main marker posts, and other sewer system appurtenances considered to be owned and maintained by the Public Works Department.

- Exclude the following items considered to be privately owned and maintained: demolition or adjusting of existing private sewer utility infrastructure, service lines (City policy is that sewer service lines and appurtenances from the main to the building are privately owned and maintained), service wyes and connections to mains, force service lines, private grinder pumps systems, grease traps and interceptors, sand oil separators, and other sewer system appurtenances considered to be privately owned and maintained

Storm

- Include the following items if being dedicated to the City Public Works Department for ownership and maintenance: demolition or adjusting of existing public storm utility infrastructure, mains, manholes, vaults, inlets, catch basins, inlet covers and grates, fittings, trench excavation and backfill, pipe bedding, import trench backfill, surface restoration (if surface is publicly owned and maintained), storm main valves, storm treatment structures, detectable warning tape, polyethylene wrap, main gaskets, acceptance testing, main joints and gaskets, utility crossings, detention ponds, public pond sodding and final stabilization, culverts, headwalls, outfall structures, sidewalk chases, swales and other overland conveyance facilities, marker posts, and other storm system appurtenances considered to be owned and maintained by the Public Works Department.
- Exclude the following items considered to be privately owned and maintained: demolition or adjusting of existing private storm utility infrastructure, private storm systems, service lines (City policy is that the storm service lines and appurtenances from the main to the private system are privately owned and maintained), service connections to mains, private ponds, private culverts, private conveyance facilities, private treatment structures, and other storm system appurtenances considered to be privately owned and maintained

Streets and Alleys

- Include the following items if the roadway is being dedicated to the City Public Works Department for ownership and maintenance within a Right of Way: demolition or adjusting of existing public street infrastructure, topsoil stripping, rough or mass grading; street excavation, backfill and compaction; geotextile fabric, sub base course, crushed base course, asphalt prime and/or tack coat, asphalt seal coat, construction seal, asphalt concrete pavement, Portland cement concrete pavement, concrete curb and gutter, valley gutters, curb turn fillets, alley approaches, street monuments, traffic signals, and other street system appurtenances considered to be owned and maintained by the Public Works Department.

- Exclude the following items considered to be privately owned and maintained or as noted: demolition or adjusting of existing private street infrastructure; relocating or removing utility poles, all street signs and mailboxes; all sidewalks and crosswalk ramps; private sidewalk, parking lots, curb, and gutter; private pavement markings and markers; private driveways or approaches, traffic signals, street lighting and appurtenances, dry utility conduits; dry utilities such as power, gas, or communication lines; boulevard seeding or landscaping, other street system appurtenances considered to be privately owned and maintained, and other items as noted by the Engineering Division.

Example 1 – Subdivision

A developer wishes to extend public works infrastructure for a new subdivision large enough to include the installation of water mains, sewer mains, storm mains, manholes, inlets, culverts, paved streets, concrete curb and gutter, and all necessary valves, parts, assemblies, and other utility appurtenances. The example schedule of values below consists of the line items, quantities, unit prices, and total cost necessary to build privately installed public infrastructure that will be dedicated to the City, unit prices are for educational purposes only:

Example 1 - Schedule of Values

Item #	Item Description	Qty	unit	Unit Price	Total Cost
	Water				
1101	8"x8" Tee	1	ea	\$500.00	\$500.00
1102	8"x8" cross	1	ea	\$900.00	\$900.00
1103	8" Water Main	1,499	lf	\$50.00	\$74,950.00
1104	8" Valve	6	ea	\$1,600.00	\$9,600.00
1105	Blow Off Assembly	3	ea	\$2,000.00	\$6,000.00
1106	Fire Hydrant Assembly	6	ea	\$5,500.00	\$33,000.00
1107	Connect to Existing 12" Main with 8" WM includes valve	2	ea	\$4,000.00	\$8,000.00
1108	Connect to Existing 24" Main with 8" WM includes valve	1	ea	\$5,000.00	\$5,000.00
1109	Existing Utility Crossing	6	ea	\$1,000.00	\$6,000.00
	Sewer				
1201	8" Sewer Main	1,193	lf	\$40.00	\$47,720.00
1202	10" Sewer Main	827	lf	\$50.00	\$41,350.00
1203	Standard Manhole 5' Depth	6	ea	\$2,500.00	\$15,000.00
1204	Extra Manhole Depth	25	lf	\$400.00	\$10,000.00
1205	Connect to existing manhole with core and boot	1	ea	\$4,000.00	\$4,000.00
1206	Existing Utility Crossing	7	ea	\$1,000.00	\$7,000.00
	Stormwater				
1301	24" x 36" Curb Inlet	4	ea	\$3,500.00	\$14,000.00

1302	48" Storm Manhole	4	ea	\$3,500.00	\$14,000.00
1303	12" RCP Storm Drain	84	lf	\$20.00	\$1,680.00
1304	15" RCP Storm Drain	44	lf	\$30.00	\$1,320.00
1305	Sidewalk Chase	10	lf	\$500.00	\$5,000.00
1306	18" Culvert	374	lf	\$70.00	\$26,180.00
	Street & Alley				
1401	Topsoil Stripping 15" depth	3,862	cy	\$5.00	\$19,311.25
1402	Road Grading cut and fill on-site	2,344	cy	\$5.00	\$11,722.04
1403	Construct Road Subgrade	7,033	sy	\$1.50	\$10,549.83
1404	Geotextile Fabric	7,033	sy	\$3.00	\$21,099.67
1405	Crushed Road Base	1,172	cy	\$28.00	\$32,821.70
1406	Curb and Gutter	3,168	lf	\$17.00	\$53,856.00
1407	Asphalt Pavement - 4"	50,415	sf	\$2.00	\$100,830.00
	Total Construction Cost				\$581,390.49

Fee = 3.3182*((Infrastructure Cost)^0.6593)

3.3182*(\$581,390.49)^0.6593 = \$20,961.21

First half due at plan submittal = \$20,961.21/2 = \$10,480.60

In this example, the revised construction cost based upon the bid unit prices came to be a total of \$650,000.00.

Second half due prior to pre-con = 3.3182*(\$650,000.00)^0.6593 - \$10,480.60 = \$12,080.29

Example 2 – Building Permit with Public Infrastructure Improvements

A developer has applied for a building permit that will require the removal and relocation of an existing fire hydrant. The property is already served by existing Public Works infrastructure and the location of the proposed driveway is in direct conflict with an existing fire hydrant. Because the project consists of modifying a hydrant owned and maintained by the Public Works Department, the Infrastructure Review Fee applies. The example schedule of values below consists of the line items, quantities, unit prices, and total cost necessary to build privately installed public infrastructure that will be dedicated to the City, unit prices are for educational purposes only:

Example 2 - Schedule of Values

Item #	Item Description	Qty	unit	Unit Price	Total Cost
	Water				
1101	Demo existing fire hydrant and cap w/ blind flange	1	ea	\$1,600.00	\$1,600.00
1102	8" x 6" Tapping sleeve with Valve	1	ea	\$500.00	\$500.00
1103	6" Water main	20	lf	\$72.50	\$1,450.00
1104	Valve Box	1	ea	\$350.00	\$350.00

1105	Fire Hydrant Assembly	1	ea	\$6,000.00	\$6,000.00
1106	Surface Repair (within the R.O.W.)	15	sy	\$550.00	\$8,250.00
	Total Construction Cost				\$18,150.00

$Fee = 3.3182 * ((Infrastructure\ Cost)^{0.6593})$
 $3.3182 * ((\$18,150.00)^{0.6593}) = \$2,131.96$
 First half due at plan submittal = $\$2,131.96 / 2 = \$1,065.98$
 In this example, the revised construction cost based upon the bid unit prices came to be a total of \$16,000.00.
 Second Half = $3.3182 * ((\$16,000.00)^{0.6593}) - \$1,065.98 = \$895.93$
 Note: the building permit review fee and the private stormwater review fee, if applicable, would be assessed separately and due at building permit letting.

Example 3 – Stand Alone Public Infrastructure Improvements

A project on private property, not associated with a building permit, requires removal and replacement of a public storm main within a City easement. The design engineer has also recommended that the developer install a trench plug at the replaced main. Because the project consists of modifying a storm main owned and maintained by the Public Works Department, the Infrastructure Review Fee applies. The example schedule of values below consists of the line items, quantities, unit prices, and total cost necessary to build privately installed public infrastructure that will be dedicated to the City, unit prices are for educational purposes only:

Example 3 - Schedule of Values

Item #	Item Description	Qty	unit	Unit Price	Total Cost
	Storm				
1101	Demo existing 12" storm Drain	1	ls	\$15,000.00	\$15,000.00
1102	Trenching and Backfilling	160	cy	\$135.00	\$21,600.00
1103	Trench Plug	1	ea	\$2,000.00	\$2,000.00
1104	18" RCP Storm Drain Pipe	200	lf	\$75.00	\$15,000.00
1105	Connect 12" Storm Drain to existing Manhole	2	ea	\$2,000.00	\$4,000.00
1106	Type II Bedding	30	cy	\$35.00	\$1,050.00
	Total Construction Cost				\$58,650.00

$Fee = 3.3182 * ((Infrastructure\ Cost)^{0.6593})$
 $3.3182 * ((\$58,650.00)^{0.6593}) = \$4,619.78$
 First half due at plan submittal = $\$4,619.78 / 2 = \$2,309.89$
 In this example, the revised construction cost based upon the bid unit prices came to be a total of \$60,000.00.
 Second Half = $3.3182 * ((\$60,000.00)^{0.6593}) - \$2,309.89 = \$2,379.73$



Commission Meeting Date: August 1, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10521 - A Resolution by the City Commission to amend Planning and Community Development Land Development Application Fees in the City of Great Falls

From: Planning and Community Development

Initiated By: Planning and Community Development

Presented By: Tom Micuda, Interim Director, Planning and Community Development

Action Requested: Set a Public Hearing on Resolution 10521 for August 15, 2023

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing on Resolution 10521 for August 15, 2023.”

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

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

Summary: The Planning and Community Development Department’s budget contains three program areas: 1) the Planning Division, 2) the Building Division, and 3) the Parking Division. Both the Building and Parking Division budgets are based solely on user fees. The Planning Division budget has some user fees, but also receives significant general fund support. Because some staff members perform work in multiple divisions, funds from each division are utilized to pay for staff salaries.

The proposed new fee schedule outlined in Resolution 10521 is being proposed due to a shortfall in the Planning Division budget. Although Resolution 10521 proposes increases to land development fees, the Planning Division’s budget will still rely on a \$376,932 infusion from the General Fund. At a recent City Commission Work Session on the proposed budget, the Commission acknowledged the need to increase user fees to alleviate pressure on the General Fund Budget.

The second reason that this resolution is being proposed is because the Planning Division’s budget has likely lost most of an important revenue source due to recent State level legislation. This new legislation indicates that local governments cannot require business licenses when such licenses are also required by the State of Montana. Staff is still working with the Legal Department to determine which licenses can no longer be issued. Assuming that certain license types will no longer be issued, staff has budgeted

conservatively in the Planning Division's licensing fund and projects revenue from licensing to drop from \$100,000 to just over \$30,000. This revenue must be recaptured to alleviate even more pressure on the General Fund. The increase in land development fees will allow the Planning Division's budget to make up the lost licensing revenue.

A third reason for this resolution is that the department has not proposed an increase to its land development fees since 2014. It is always advisable for local governments that charge user fees to evaluate them almost every year for both fairness and cost recovery. To prepare the revised land development fee schedule, staff went through a lengthy analysis process focused on two areas: 1) the true cost of total staff time spent on representative land development proposals, and 2) comparisons with development fee schedules from other Montana municipalities.

When comparing current land development fees to other Montana communities, two very obvious patterns could be seen. First, other Montana communities have much more recent fee schedules in comparison to Great Falls. For example Missoula's fee schedule is current to 2022. Billings is annually updating its fee schedule, and has already set fees for 2024. The Bozeman fee schedule is current to 2023. Additionally, current land development fees in Great Falls are far less than Missoula and Bozeman, and are generally lower in comparison to Billings. Staff's goal with the revised fee schedule was to generally set fees consistent with the approach done in Billings, but still keep fees below Missoula and Bozeman. The proposed fee schedule is also still much simpler than the approach taken by both Missoula and Bozeman. It was important for staff to focus on identifying the correct fee amounts rather than more comprehensively adding new fees to the development process.

While it is always hard to perfectly track staff time spent on land development projects, staff also did an analysis of staff time spent on representative annexations, subdivisions, conditional use requests, rezoning projects, and more administrative processes. What staff discovered is that the current fees did not accurately match the number of hours spent on typical projects. This is another reason why fees are proposed to be increased.

To assist the Commission in understanding how this analysis was done, staff analyzed the staff hours spent on the recent Silverstone Annexation and Zoning request for the future 432 unit apartment project that will eventually be constructed on the 16 acre property located at the northeast corner of 38th Street and 2nd Avenue North. The Silverstone project required the developer to file a flat fee of \$2,500 to annex and zone that property. During the four months of staff time that was needed to get the project approved by the Planning Advisory Board and City Commission, staff conservatively computed that: 1) six employees from the department worked on various aspects of the project, 2) that approximately 90 hours of staff time was spent to get the project approved, and that almost \$9,000 of staff salaries were spent on the project. This is one of the reasons that the revised fee schedule is proposing that annexation fees be based on property size. If the new fees were in place at the time of filing, the applicant would have paid a \$5,400 filing fee. This new fee will still not cover total staff costs, but get the City closer to its goal – better cost recovery.

The proposed Resolution, as well as the proposed and current land development fee schedules, are included as attachments to this agenda report.

Fiscal Impact: The proposed changes to the land development fee schedule will potentially allow the department to increase current application revenue from between \$40-50,000 (last two fiscal years) to roughly \$110-\$140,000. This is strictly dependent on the type and volume of applications submitted. Even

with the changes in the proposed resolution, the Planning Division budget is still dependent on the City's General Fund.

Alternatives: The Commission could choose to not set the public hearing to consider Resolution 10521.

Concurrences: Staff has worked extensively with both the City's Finance Department and City Manager's Office to develop this resolution as a key component of the department's budget proposal for the new fiscal year.

Attachments/Exhibits:

Resolution 10521

Exhibit A – Proposed Land Development Fee Schedule

Exhibit B – Current Land Development Fee Schedule

RESOLUTION NO. 10521

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO AMEND PLANNING AND COMMUNITY DEVELOPMENT LAND DEVELOPMENT APPLICATION FEES IN THE CITY OF GREAT FALLS

WHEREAS, the City Land Development Code, as adopted by the Great Falls City Commission on September 6, 2005, and as amended on March 6, 2007, includes provisions and procedures for the processing of land development applications including but not limited to annexations, subdivisions, and zoning related actions; and

WHEREAS, the City Commission of the City of Great Falls last addressed land development application fees through adoption of Resolution 10063 on April 1, 2014; and

WHEREAS, Title 17 of the OCCGF includes a provision that the City Commission may, at its discretion, set and revise fees by resolution; and

WHEREAS, due to the length of time that current fees have remained in place, the cost of land development application fees are now less than many municipalities within the state of Montana and are significantly less than the true cost of staff time required to ensure such requests are in compliance with all local ordinance requirements.

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

- 1. Resolution 10063 is hereby repealed.
- 2. The land development fee schedule in Exhibit A is hereby approved.
- 3. This resolution shall become effective on September 15, 2023.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, August 15, 2023.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

David G. Dennis, City Attorney

EXHIBIT “A”

LAND DEVELOPMENT FEE SCHEDULE**City of Great Falls, Montana**

EFFECTIVE: September 15, 2023

Annexation (including zoning) – Base Fee	\$3,000
Per Acre Fee (Annexation)	\$150 Per Acre
Preliminary Plat Major	\$4,000 plus \$100 per lot
Revised Preliminary Plat	\$3,500
Preliminary Minor Plat	\$3,000
Final Plat Major	\$2,000 plus \$50 per lot
Final Plat Minor	\$2,000
Administrative Amended Plat	\$400
Amended Plat (non-administrative)	\$3,000
Zoning Map Amendment	\$4,000
Conditional Use Permit	\$3,000
Variances	\$2,500
Planned Unit Development	\$4,000
Vacate Rights of Way	\$3,500
Floodplain Permit	\$300
Floodplain Determination	\$500
Zoning Permit - Residential	\$200
Zoning Permit - Commercial	\$1,000
Tax Abatement	\$1,000
Parking Lot Permit	\$500
Zoning Determination	\$500
Handicap Sign Placement	\$75

Land Development Fee Schedule City of Great Falls, Montana Effective: April 1, 2014	
Annexation	\$500
Preliminary Plat Major	\$1,500 plus \$50 per lot
Revised Preliminary Plat	\$1,000
Final Plat Major	\$1,500 plus \$25 per lot
Minor Subdivision	\$1,250
Amended Plat – Administrative Review	\$200
Amended Plat – Non Administrative Review	\$1,000
Zoning Map Amendment (Rezone) / Assign City Zoning	\$2,000
Conditional Use Permit (CUP)	\$1,500
Variance	\$1,250
Planned Unit Development (PUD)	\$2,000
Vacate Rights of Way	\$1,250
Floodplain Permit	\$200
Floodplain Determination	\$200
Zoning Permit	\$100
Zoning Determination	\$200
Handicap Sign Placement	\$75



Commission Meeting Date: August 1, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10522 – A Resolution by the City Commission to raise permit fees for building, plumbing, mechanical, electrical and other related permit processes by eight percent (8%) in the City of Great Falls

From: Planning and Community Development

Initiated By: Planning and Community Development

Presented By: Tom Micuda, Interim Director, Planning and Community Development

Action Requested: Set a Public Hearing on Resolution 10522 for August 15, 2023

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing on Resolution 10522 for August 15, 2023.”

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

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

Summary: The Planning and Community Development Department’s budget contains three program areas: 1) the Planning Division, 2) the Building Division, and 3) the Parking Division. Both the Building and Parking Division budgets are based solely on user fees. The Planning Division budget has some user fees, but also receives significant general fund support. Because some staff work across multiple divisions, funds from each division are utilized to pay for staff salaries.

The proposed new fee schedule outlined in Resolution 10522, which raises Building Division fees by eight percent, is being driven mainly by shortfalls in the Planning Division budget. Although Resolution 10521 proposes increases to land development fees, the Planning Division’s budget will still rely on a \$376,932 infusion from the General Fund. This budget assumes that both resolutions are adopted by the City Commission on August 15, 2023.

In addition to generally supporting the Department’s Planning Budget, there are some more specific reasons why Resolution 10522 is being proposed. As Commissioners know, the City’s different permitting departments have worked extensively with the City Manager’s Office to completely overhaul the City’s development review process. One of the biggest modifications to the process was to create a “one-stop-

shop” in the Planning and Community Development Department to ensure that all contractors, developers, and designers have one point of contact to apply for permits and land use entitlements. The process has greatly benefitted the development community, and many stakeholders in the process have benefitted from faster and more predictable project delivery. One of the biggest reasons for this improvement was the decision to enable staff planners to be permit coordinators. This allows projects to be shepherded by one staff planner from the developer’s initial vision to the receipt of a Certificate of Occupancy for a new building. This demands a new skill set for staff – one where the planners must be more fluent in what all departments in the City need to review for each unique project. Because the planners are being asked to increase their involvement with the department’s Building Division, the 2023-2024 budget was designed to pay each planner 10% from the City’s Building Division. This naturally creates a need to raise fees to create more predictable revenue in the City’s Building Fund.

Finally, Resolution 10522 is being brought forward for the same reason that fee resolutions are typically submitted for fee increases. The department has been very conservative when it comes to increasing fees. The last fee increase brought forward by the department was in 2014. In fact, the department decreased fees in 2018 by five percent as a courtesy to the building community because the Building Fund was maintaining a healthy balance. When viewed in a nine year timeframe, Resolution 10522 represents a three percent increase in fees in a nine year period. This is a very modest proposal given the challenges the department has faced in reviewing and inspecting all development activity without any increase in staff.

The proposed Resolution and fee schedule are included as attachments to this agenda report.

Fiscal Impact: Assuming similar volume of permit activity, the proposed increases to fees are expected to raise departmental revenues by \$100,000 to \$200,000. Please note that even with these increases, the department will still be relying on a \$376,932 from the general fund.

Alternatives: The Commission could choose to not set the public hearing to consider Resolution 10522.

Concurrences: Staff has worked extensively with both the City’s Finance Department and City Manager’s Office to develop this resolution as a key component of the department’s budget proposal for the new fiscal year.

Attachments/Exhibits:

Resolution 10522

Exhibit A

RESOLUTION NO. 10522

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO RAISE PERMIT FEES FOR BUILDING, PLUMBING, MECHANICAL, ELECTRICAL AND OTHER RELATED PERMIT PROCESSES EIGHT PERCENT (8%) IN THE CITY OF GREAT FALLS

WHEREAS, the City Commission adopted Resolution 10374 on November 17, 2020, establishing fees in accordance with Title 15 of the Official Code of the City of Great Falls covering permits for building, plumbing, mechanical, electrical and other related construction activities in the City of Great Falls; and

WHEREAS, the City of Great Falls reviews plans and processes approximately 3,000 permits and conducts approximately 7,000 inspections annually; and

WHEREAS, after significantly revising the City's development review process, staff from the department have been tasked with significantly greater responsibilities to ensure that permit review seamlessly incorporates the expertise of Building, Planning, Environmental, Engineering, and Fire Department staff while providing faster turnaround times to permit applicants; and

WHEREAS, much of the new responsibility has been given to staff planners, and it has now become necessary to use Building Division funds to supplement the General Fund to pay for planners who are charged with coordinating the interdepartmental permit review process; and

WHEREAS, permit fees have not been increased since 2014, and were actually decreased by five percent (5%) in 2018; and

WHEREAS, City staff have determined that an eight (8%) fee increase is necessary to re-adjust fees to properly compensate the service being provided to applicants and reduce impacts to the City's General Fund; and

WHEREAS, in the adoption of Resolution 10374, a provision was accidentally removed from Resolution 10064, adopted on April 1, 2014, that specifically allowed for a 2.5% permit fee increase on July 1 of a new fiscal year, except for those years in which the Building Division Fund cash balances exceeds \$600,000 on June 30 of the previous year; and

WHEREAS, it is in the City's best interests to restore the provision in Resolution 10064 to ensure that the Building Division Fund maintains a reasonable balance to properly address its budgetary needs.

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

- 1. Resolution 10374 is hereby repealed.
- 2. The Fee Schedule attached hereto as “Exhibit A” is hereby approved.
- 3. The allowance to automatically enact a 2.5% permit fee increase on July 1 of a new fiscal year, except for those years in which the Building Division Fund cash balances exceeds \$600,000 on June 30 of the previous year, be restored with this Resolution.
- 4. This Resolution shall become effective on September 15, 2023.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, August 15, 2023.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

David G. Dennis, City Attorney

Exhibit A – Revised Building Fee Schedule

Building Permit Fees - Effective 9/15/2023						
Value			Value			
\$1	\$1,000	\$67.62	\$50,001	\$51,000	\$775.52	\$100,001 TO \$500,000:
\$1,001	\$2,000	\$80.89	\$51,001	\$52,000	\$783.72	\$1,178.30 FOR THE FIRST \$100,000
\$2,001	\$3,000	\$97.33	\$52,001	\$53,000	\$791.95	PLUS \$6.90 FOR EACH
\$3,001	\$4,000	\$113.77	\$53,001	\$54,000	\$800.18	ADDITIONAL \$1,000 OR
\$4,001	\$5,000	\$130.20	\$54,001	\$55,000	\$808.39	PORTION THEREOF
\$5,001	\$6,000	\$146.65	\$55,001	\$56,000	\$816.61	
\$6,001	\$7,000	\$163.09	\$56,001	\$57,000	\$824.82	
\$7,001	\$8,000	\$179.53	\$57,001	\$58,000	\$833.05	\$500,001 TO \$1,000,000:
\$8,001	\$9,000	\$195.97	\$58,001	\$59,000	\$841.28	\$3,937.83 FOR THE FIRST \$500,000
\$9,001	\$10,000	\$212.41	\$59,001	\$60,000	\$849.50	PLUS \$5.44 FOR EACH
\$10,001	\$11,000	\$228.85	\$60,001	\$61,000	\$857.71	ADDITIONAL \$1,000 OR
\$11,001	\$12,000	\$245.30	\$61,001	\$62,000	\$865.93	PORTION THEREOF
\$12,001	\$13,000	\$261.74	\$62,001	\$63,000	\$874.15	
\$13,001	\$14,000	\$278.18	\$63,001	\$64,000	\$882.38	
\$14,001	\$15,000	\$294.62	\$64,001	\$65,000	\$890.60	\$1,000,000 AND UP:
\$15,001	\$16,000	\$311.06	\$65,001	\$66,000	\$898.82	\$6,654.25 FOR THE FIRST \$1,000,000
\$16,001	\$17,000	\$327.50	\$66,001	\$67,000	\$907.04	PLUS \$4.11 FOR EACH
\$17,001	\$18,000	\$343.94	\$67,001	\$68,000	\$915.26	ADDITIONAL \$1,000 OR
\$18,001	\$19,000	\$360.37	\$68,001	\$69,000	\$923.49	PORTION THEREOF
\$19,001	\$20,000	\$376.82	\$69,001	\$70,000	\$931.69	
\$20,001	\$21,000	\$393.26	\$70,001	\$71,001	\$939.92	RESIDENTIAL PLAN REVIEW =
\$21,001	\$22,000	\$409.70	\$71,001	\$72,000	\$948.13	50% OF PERMIT FEE
\$22,001	\$23,000	\$426.14	\$72,001	\$73,000	\$956.35	
\$23,001	\$24,000	\$442.58	\$73,001	\$74,000	\$964.57	
\$24,001	\$25,000	\$459.03	\$74,001	\$75,000	\$972.80	COMMERCIAL PLAN REVIEW =
\$25,001	\$26,000	\$471.37	\$75,001	\$76,000	\$981.03	65% OF PERMIT FEE
\$26,001	\$27,000	\$483.68	\$76,001	\$77,000	\$989.24	
\$27,001	\$28,000	\$496.02	\$77,001	\$78,000	\$997.47	
\$28,001	\$29,000	\$508.35	\$78,001	\$79,000	\$1,005.69	IF CONSTRUCTION HAS STARTED
\$29,001	\$30,000	\$520.68	\$79,001	\$80,000	\$1,013.90	PRIOR TO THE ISSUANCE OF A
\$30,001	\$31,000	\$533.01	\$80,001	\$81,000	\$1,022.12	BUILDING PERMIT, THE BUILDING PERMIT
\$31,001	\$32,000	\$545.34	\$81,001	\$82,000	\$1,030.34	FEE WILL DOUBLE
\$32,001	\$33,000	\$557.67	\$82,001	\$83,000	\$1,038.56	
\$33,001	\$34,000	\$569.99	\$83,001	\$84,000	\$1,046.79	
\$34,001	\$35,000	\$582.34	\$84,001	\$85,000	\$1,055.00	
\$35,001	\$36,000	\$594.67	\$85,001	\$86,000	\$1,063.23	
\$36,001	\$37,000	\$606.98	\$86,001	\$87,000	\$1,071.44	
\$37,001	\$38,000	\$619.33	\$87,001	\$88,000	\$1,079.67	
\$38,001	\$39,000	\$631.65	\$88,001	\$89,000	\$1,087.88	
\$39,001	\$40,000	\$643.98	\$89,001	\$90,000	\$1,096.10	
\$40,001	\$41,000	\$656.33	\$90,001	\$91,000	\$1,104.33	
\$41,001	\$42,000	\$668.65	\$91,001	\$92,000	\$1,112.54	
\$42,001	\$43,000	\$681.02	\$92,001	\$93,000	\$1,120.77	
\$43,001	\$44,000	\$693.31	\$93,001	\$94,000	\$1,128.99	
\$44,001	\$45,000	\$705.64	\$94,001	\$95,000	\$1,137.21	
\$45,001	\$46,000	\$717.97	\$95,001	\$96,000	\$1,145.43	
\$46,001	\$47,000	\$730.29	\$96,001	\$97,000	\$1,153.65	
\$47,001	\$48,000	\$742.63	\$97,001	\$98,000	\$1,161.86	
\$48,001	\$49,000	\$754.95	\$98,001	\$99,000	\$1,170.09	
\$49,001	\$50,000	\$767.29	\$99,001	\$100,000	\$1,178.30	

Exhibit A – Revised Building Fee Schedule

MECHANICAL PERMIT FEES EFFECTIVE 9/15/23

Permit Issuance

1. For the issuance of each mechanical permit **\$37.14**

Unit Fee Schedule

(Note: The following do not include permit-issuing fee.)

1. Furnaces

For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3Kw)..... **\$20.56**

For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h (29.3 kW) **\$24.53**

For the installation or relocation of each floor furnace, including vent **\$20.56**

For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater **\$20.56**

2. Gas Piping Systems

For each outlet **\$7.56**

3. Mobile/Manufactured Home hookup **\$20.56**

4. Appliance Vents

For the installation, relocation, or replacement of each appliance vent installed and not included in an appliance permit **\$10.88**

5. Repairs of Additions

For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code **\$19.09**

6. Boilers, Compressors and Absorption Systems

For the installation or relocation of each boiler or compressor to and including three horsepower (10.6kW), or each absorption system to and including 100,000 Btu/h (29.3kW) **\$20.56**

For the installation or relocation of each boiler or compressor over three horsepower (10.6 kW) to and including 15 horsepower (52.7kW), or each absorption system over 100,000 Btu/h (29.3kW) to and including 500,000 Btu/h (146.6kW)..... **\$36.88**

For the installation or relocation of relocation of each boiler or compressor over 15 horsepower (52.7kW) to and including 1,000,000 Btu/h (293.1kW)..... **\$50.52**

For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/ (512.9kW)..... **\$73.72**

For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW), or each absorption system over 1,750,000 Btu/h (512.9kW) **\$123.31**

7. Air Handlers

For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719L/s), including ducts attached thereto **\$14.98**

Note: This fee shall not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.

For each air-handling unit over 10,000 cfm. (4719L/s) **\$24.54**

8. Evaporative Coolers

For each evaporative cooler other than portable type **\$14.98**

9. Ventilation and Exhaust

For each ventilation fan connected to a single duct **\$10.88**

For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit **\$14.98**

For the installation of each Type I commercial kitchen hood **\$67.62**

For the installation of each Type II commercial kitchen hood **\$14.98**

10. Incinerators

For the installation or relocation of each domestic-type incinerator **\$24.53**

For the installation or relocation of each commercial or industrial-type incinerator..... **\$98.39**

11. Miscellaneous

For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed **\$14.98**

Exhibit A – Revised Building Fee Schedule

Other Inspection and Fees:

- 1. Inspections outside of normal business hours, per hour.
 Minimum charge – two hours..... **ACTUAL COST TO JURISDICTION**
- 2. ** Re-inspection fee may be assessed for each inspection of re-inspection when such portion of
 work for which inspection is called is not complete or when corrections called for are not made.
 Minimum charge – one half-hour..... **\$67.63/hr.**
- 3. Inspections for which no fee is specifically indicated, per hour.
 Minimum charge – one half-hour..... **\$67.63/hr.**
- 4. Additional plan review required by changes, additions, or revisions to plans for which an initial review
 has been completed.
 Minimum charge – one half-hour..... **\$67.63/hr.**
- 5. Investigation Fee for commencing work prior to permit issuance..... **EQUAL TO PERMIT FEE**

**This provision is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection.

Exhibit A – Revised Building Fee Schedule
MEDICAL GAS PERMIT FEES **EFFECTIVE 9/15/23**

For each medical gas piping system serving **one to five inlet(s)/outlet(s)** for a specific gas:

Oxygen.....1-5 outlet.....	\$68.30	_____	\$ _____
Nitrous Oxide.....1-5 outlet	\$68.30	_____	\$ _____
Nitrogen.....1-5 outlet	\$68.30	_____	\$ _____
Medical Air.....1-5 outlet.....	\$68.30	_____	\$ _____
Vacuum.....1-5 inlet.....	\$68.30	_____	\$ _____
For each additional medical gas inlet(s)/outlet(s).....	\$6.90	_____	\$ _____
Permit issuance fee.....			\$ <u>37.14</u>
Investigation Fee for commencing work prior to permit issuance.....	EQUAL TO PERMIT FEE		

**Exhibit A – Revised Building Fee Schedule
PLUMBING PERMIT FEES EFFECTIVE 9/15/23**

Permit Issuance

- 1. For the issuance of each plumbing permit **\$37.14**

Unit Fee Schedule

(Note: The following do not include permit-issuing fee.)

1. Fixtures and Vents

- For each plumbing fixture or trap or set of fixtures on one trap **\$13.66**
- For repair of alteration of drainage or vent piping, each fixture **\$8.22**

2. Water Service

- For repair, replacement or new (1 only) **\$30.10**
- Utility stubs---2 or more water services ---12.65 ea. plus 34.39 per trip
- If included in plumbing/gas permit **\$13.66**
- For each industrial waste pretreatment interceptor including its trap and vent, excepting
kitchen-type grease interceptors functioning as fixture traps **\$27.31**
- Rainwater systems—per drain (inside building) **\$13.66**

3. Water Piping and Water Heaters

- For installation, alteration, or repair of water piping or water-treating
equipment or both, each **\$8.22**
- For each water heater **\$17.78**

4. Lawn Sprinklers, Vacuum Breakers and Backflow Protection Devices

- For each lawn sprinkler system on any one meter, including backflow protection devices therefore .. **\$20.56**
- For atmospheric-type vacuum breakers or backflow protection devices not included in Item 1:
1 to 5 devices **\$17.78**
- Over 5 devices, each **\$4.77**
- For each backflow protective device other than atmospheric-type vacuum breakers:
2 inches (50.8mm) and smaller **\$16.45**
- Over 2 inches **\$32.78**

5. Swimming Pools

- For each swimming pool or spa:
- Public pool **\$121.58**
- Public spa **\$81.93**
- Private pool **\$81.93**
- Private spa **\$40.98**

6. Miscellaneous

- For each appliance or piece of equipment regulated by the Plumbing Code but not classed in other appliance categories, or which no other fee is listed **\$13.66**

Other Inspections and Fees:

- 1. Inspections outside of normal business hours, per hour
Minimum charge – two hours **ACTUAL COST TO JURISDICTION**
- 2. ** Re-inspection fees may be assessed for each inspection or re-inspection when such portion
of work for which inspection is called is not complete or when corrections called for are not made
Minimum charge – one half-hour **\$67.63/hr.**
- 3. Inspections for which no fee is specifically indicated, per hour
Minimum charge – one half-hour **\$67.63/hr.**
- 4. Additional plan review required by changes, additions, or revisions to plans for which
an initial review has been completed
Minimum charge – one half-hour **\$67.63/hr.**
- 5. Investigation Fee for work commencing before permit issuance **EQUAL TO PERMIT FEE**

**This provision is not to be interpreted as requiring re inspection fee the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection.

Exhibit A – Revised Building Fee Schedule
ELECTRIC PERMIT FEES **EFFECTIVE 9/15/23**

Table No.3-B

Permit Issuance

- 1. For the issuance of each electrical permit **\$37.14**
- 2. Temporary Power Service: For temporary service pole or pedestal including all pole or pedestal-mounted receptacle outlets and appurtenances, each **\$37.14**

Unit Fee Schedule

(Note: The following do not include permit-issuing fee.)

New Residential Buildings

The following fees shall include all wiring and electrical equipment in or on each building, or other electrical equipment on the same premises constructed at the same time.

- 1. ***Residential**: New construction and extensive remodeling based on square foot area. Included shall be all finished and unfinished rooms, including basements and residential garages. Multifamily dwellings or apartments, up to and including four units within a single structure, come under this section and each unit shall be counted as an individual residence.
 - a. 0 – 750 sq. ft. **\$55.95**
 - b. 751 – 4,000 sq. ft. **\$55.95 plus \$.10 sq. ft. over 750 sq. ft.**
 - c. Over 4,000 sq. ft. **\$295.02 plus \$.09 per sq. ft. over 4000 sq. ft.**
- 2. ***Mobile or Manufactured Homes**: Each connection or reconnection..... **\$30.10**
- 3. **Water Pumps**: any type
 - a. Up to 25 horse power. **\$32.75**
 - b. Over 25 horse power. **\$31.82 plus \$.11 per horse power over 25**
- 4. **Private Swimming Pools & Hot Tubs**: For new private, residential, in-ground, swimming pools & hot tubs for single-family, multi-family occupancies including a complete system of necessary branch circuit wiring, bonding, grounding, underwater lighting, water pumping and other similar electrical equipment directly related to the operation of a swimming pool or hot tub, each **\$30.10**
- 5. **Carnivals, Fairs, Outdoor Concerts and Similar Amusement Establishments and Other Public Assemblies of a Temporary Nature**: Carnivals, circuses, or other traveling shows or exhibitions utilizing transportable type rides, booths, displays and attractions.

The electrical inspection fee for each temporary installation shall be **\$71.75** for the entirety of the temporary installation, provided that such inspection can be completed within one hour. If additional inspection time is required, it will be charged at the rate of **\$35.55** for each additional 30 minutes or fractional parts thereof.
- 6. **All Other**: fees listed in this section shall apply to any and all electrical installations not specifically mentioned elsewhere in this rule. The wiring cost shall be the cost to the owner of all labor charges and all wiring materials and equipment installed as part of the wiring system. For uniformity of fee, when labor is performed by the owner, such labor cost shall be based at actual cost. The value of factory installed wiring, switches, and controls on equipment shall be included in wiring costs. Value of motors and appliances need not be included. Multifamily dwellings or apartments with five or more dwellings come under this schedule.

Mobile Home Parks – distribution wiring including pedestal or service is under this schedule. This does not include or permit the connection of the mobile home. Recreational Vehicle Parks – service conductors distribution and lot supply to individual units come under this schedule plus **\$7.55** per lot.

Exhibit A – Revised Building Fee Schedule

<u>Total Job Cost</u>	<u>Inspection Fee</u>
\$0 - \$ 1,000	\$66.97
\$1,001 - \$5,000	\$147.44
\$5,001 - \$10,000	\$281.35
\$10,001 - \$50,000	\$368.73 for first \$10,000 plus ½ of 1% of balance
More than \$50,000	\$666.39 for first \$50,000 plus ¼ of 1% of balance

- 7. Residential Appliances:** For fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens; counter- mounted cooking tops; electric ranges, self-contained room, console, or through-wall air conditions; space heaters; food waste grinders; dishwashers; washing machines; water heaters; clothes dryers; or other motor-operated appliances not exceeding one horsepower (HP) in rating, each **\$23.21**

Note: for other types of air conditioners and other motor driven appliances having larger electrical ratings, see Power Apparatus.

- 8. Nonresidential Appliances:** For residential appliances and self-contained factory-wired, nonresidential appliances not exceeding one horsepower (HP), kilowatt (KW), or kilovolt-ampere (KVA), in rating including medical and dental devices; food, beverage, and ice cream cabinets; illuminated show cases; drinking fountains; vending machines; laundry machines; or other similar types of equipment, each **\$23.21**

Note: for other types of air conditioners and other motor-driven appliances have larger electrical ratings, see Power Apparatus.

- 9. Power Apparatus:** For motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment and other apparatus, as follows:

Rating in horsepower (HP), kilowatts (KW), kilovolt-amperes (KVA), or kilovolt-amperes reactive (KVAR):

Up to and including 10, each.....	\$23.21
Over 10 and not over 50, each.....	\$32.75
Over 50 and not over 100, each.....	\$66.97
Over 100, each	\$100.31

Note: a. For equipment or appliances having more than one motor, transformer, heater, etc., the sum of the combined ratings may be used.

b. These fees include all switches, circuit breakers, contractors, thermostats, relays and other directly related control equipment.

- 10. Services:**
- For services of six hundred volts or less and not over two hundred amperes in rating, each **\$42.30**
- For services of six hundred volts or less and over two hundred amperes to one thousand amperes in rating, each..... **\$81.93**
- For services over six hundred volts or over one thousand amperes in rating each..... **\$165.21**

Note: This fee is not applicable when a fee is paid for one or more services, outlets, fixtures, appliances, power apparatus, bus ways, signs or other equipment.

Exhibit A – Revised Building Fee Schedule

11. Option to Permitting Commercial Work under \$300.00 Per Job Cost. As an option to individual permits for work \$300.00 or under, total electrical job cost, a licensed electrical contractor may purchase an annual permit to cover all jobs of this description for the calendar year. The cost of this permit shall be **\$442.44**

Other Inspections and Fees:

12. Inspections outside of normal business hours
Minimum charge – two hours **ACTUAL COST TO THE JURISDICTION**

13. **Re-inspections: A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is not complete or when corrections called for are not made
Minimum charge – one half-hour..... **\$67.63/hr.**

14. Inspections for which no fee is specifically indicated
Minimum charge – one half-hour..... **\$67.63/hr.**

15. Additional plan review required by changes, additions or revisions to approve plans
Minimum charge – one half-hour..... **\$67.63/hr.**

16. Investigation Fee for commencing work before permit issuance**EQUAL TO PERMIT FEE**

* Includes a maximum of three (3) inspections.

** This provision is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection.



Commission Meeting Date: August 1, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10523 – Resolution approving a request from Context LLC to use Downtown Urban Renewal District Tax Increment Financing (TIF) funds for the remodel of the Kellergeist Pub Theater located at 111 Central Avenue

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

Initiated By: Matthias and Jolene Schalper, Context LLC

Presented By: Tom Micuda, Interim Director, Planning and Community Development

Action Requested: Approve Resolution 10523

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10523 to allow the use of up to \$263,500 in Downtown Urban Renewal District Tax Increment Financing (TIF) funds for the remodel of the Kellergeist Pub Theater located at 111 Central Avenue.”

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

Staff Recommendation: Staff recommends approval of Resolution 10523 for expending up to \$263,500 of Downtown Tax Increment Financing (TIF) District Funds for the remodel of the Kellergeist Pub Theater.

Summary: 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 proposing a remodel of this historic building involving extensive façade work including window replacement, wall repair, front awning repair, and concrete repair. Further, Context LLC will improve 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 has chosen to apply for TIF funding 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. In addition, the rear door replacement and concrete repair are not currently eligible through the existing Environmental Safety Program, but staff views the improvements as appropriate for TIF funding. The project is expected to begin this fall and be completed by Christmas of 2023.

Downtown Urban Renewal Plan and Requested TIF Funding Allocation Decisions: In order for the municipality to approve TIF funding requests, such requests must be determined to be in compliance with the local jurisdiction's Urban Renewal Plan, as well as be eligible for TIF funding in accordance with the MCA Statutes. To aid in the City Commission's decision, the City's Tax Increment Application Process establishes twelve specific criteria to assess the merits of a project in relation to the Downtown Urban Renewal Plan. Staff has reviewed the applicant's request based on the review criteria noted below, as well as the project's general consistency with the Downtown Urban Renewal District Plan.

City of Great Falls TIF Review Criteria:

1) **Public Infrastructure Improvements** - Public infrastructure improvements have the benefit of improving and impacting an entire district. Each district may have its own Capital Improvement Plan, which may include things such as roadway improvements, storm drains, sewer and waterlines, railroads, etc.

Staff Analysis: The project will not directly improve public infrastructure since work will occur mainly on the exterior and interior of the building. However, there are benefits to the district that will occur due to the renovation of the façade of a contributing building and installation of exterior lighting and cameras, protecting surrounding infrastructure from vandalism. In addition, Context, LLC will be adding a full fire suppression system within this building that will provide added safety to the downtown district. Because the Commission created the TIF Building Program through legislative action in 2021, the City has already made the policy decision that privately owned building improvements consistent with the program do provide public benefit.

2) **Economic Stimulus**- The amount of economic activity to be generated within a district through the development is assessed, as well as the leverage ratio of public to private investment. In general, the maximum limit of any one development is 10% of the construction/rehabilitation costs, exclusive of acquisition costs. Projects demonstrating extraordinary benefit to Districts or the community may, at the discretion of City Commission, receive additional TIF assistance for eligible items. All applications should contain credible, measurable information substantiating the project's economic stimulus in the District and the community.

Staff Analysis: The remodel of the historical Albercht Furniture building and opening of Kellergeist Pub Theater has been identified as a catalyst project in the City of Great Falls Growth Policy, Downtown Urban Renewal Plan, and the Great Falls Downtown Visioning project. The opening of the Kellergeist Pub Theater is proposed to support and expand opportunities for performing arts through the creation a destination facility that will attract visitors to downtown Great Falls. The applicant proposes to host weekly events that are estimated to attract roughly 20,000 new visitors to the downtown district each year.

3) **Tax Generation** – The increase in taxable value due to the new district development, including construction/rehabilitation, as estimated by the County Assessor's office to determine tax increment generation.

Staff Analysis: The project will increase tax generation as it includes the rehabilitation of a historical downtown building that has been vacant for many years. The new business, Kellergeist Pub Theater, is forecasted to be a catalyst for the downtown area, increasing the taxable value of the property which will in turn increase the tax increment for the Downtown TIF District.

4) Employment Generation – Total employment generated by the district development is assessed in terms of permanent and part-time jobs, and construction jobs.

Staff Analysis: According to information provided, this project will create eight full time jobs with the opening of the Kellergeist Pub Theater. During the construction phase, additional workers will be needed.

5) Elimination of Blight – The development’s direct and indirect impact on the physical and fiscal deterioration within the appropriate district and the community, as identified in the appropriate district plan.

Staff Analysis: As previously mentioned, this historic building had been vacant for several years prior to the applicant acquiring the property. The exterior façade and awning had not been maintained during this vacancy leading to a deterioration of the exterior appearance. The request would complete the applicant’s effort to renovate the building that was previously not utilized to its highest potential.

6) Special or Unique Opportunities – The extent to which the district’s development represents a unique opportunity, meets a special need, or addresses specific district or community goals. The restoration of a historic property or the provisions of an unmet community need is an example of special or unique opportunities.

Staff Analysis: This is a key criterion for the City Commission to consider in its decision. The applicant’s request can be partially funded through the three available programs for Downtown TIF – Façade Program, Life Safety Code Compliance Program, and the Environmental Safety Program. However, parts of the project are not eligible, specifically, the rear door replacement and concrete repair. In addition, the proposed TIF funding request exceeds the capped aggregate amount, \$130,000. Any request from the program over this amount must be brought to the City Commission, with the Commission having the discretion to approve the request.

With a recommendation from DDP, staff does view the applicant’s request as a special or unique opportunity that will improve the downtown district. This project will include the addition of a full fire suppression system within a currently vacant contributing building in the Central Business Historic District. In addition, the proposed project seeks to improve environmental safety and stimulate the economic vitality of the downtown district. Because activation of this building for its proposed use could be a downtown destination for residents and visitors to Great Falls, staff recommends that the Commission consider this project a unique opportunity to grant TIF funds.

7) Impact Assessment – The extent of both positive and negative environmental impacts, appropriateness of the developer’s project design, and impact on existing businesses or residents.

Staff Analysis: The Kellergeist Pub Theater will have positive impacts by repairing and improving a vacant historical downtown building and lead to the creation of a destination facility that will further attract visitors to the downtown area.

8) Financial Assistance – Other forms of financing available to the Applicant, Lender participation, industrial development revenue bonds, and state and federal grant monies, for example are examined to assess the need for TIF assistance.

Staff Analysis: This project is not seeking any of the funding sources listed above.

9) Development's Feasibility – A determination of feasibility is made on the strength of the applicant's demonstration of market demand for the development in the district and is contained primarily on the pro forma and financing commitments.

Staff Analysis: Context LLC, the owner of 111 Central Avenue, is committed to the property. The applicant believes that there is enough market demand for this project.

10) Developer Ability to Perform – An assessment of the Applicant's capability to undertake the relative complexities of the development based on past performance on similar projects.

Staff Analysis: Context LLC has done past development projects in the Downtown, including alley and mural lighting that was approved in October 2022. The applicant is capable of completing the proposed project.

11) Timely Compensation – The feasibility of completing the development according to the Applicant's development schedule.

Staff Analysis: The applicant has stated that at the time of approval of this application, they will begin construction for this project. Context, LLC is expecting to complete this project within the next six (6) months.

12) Payment of Taxes – All property taxes, special improvement district assessments and other assessments on the project property must be paid to date.

Staff Analysis: All assessments and taxes are paid to date.

Determination of Appropriateness: The request from Context LLC is found to be eligible according to Montana Code Annotated (MCA) guidance as well as being in conformance with the Downtown Urban Renewal Plan. If Resolution 10523 is approved by the City Commission, the applicant is required to complete the project per the attached Development Agreement.

Downtown Development Partnership Recommendation: The Downtown Development Partnership is the recommending body for the City Commission for project requests within the Downtown TIF district. The applicant presented the project at the June 28th, 2023 meeting, and the DDP voted to approve the application. An approval letter has been attached to this agenda report.

Fiscal Impact: The funding request will allow for a greater economic impact to the Downtown Urban Renewal District. The City's Downtown TIF fund has a current cash balance of \$4,476,320. While the Downtown TIF continues to be utilized heavily by both the private sector and the City of Great Falls, there is adequate funding in the TIF district to fulfill the request.

Alternatives: The City Commission could vote to deny the TIF expenditures or approve a lesser amount.

Concurrences: The City's Legal Department and Historic Preservation Officer have reviewed the request. Staff finds the request to be eligible for TIF funding.

Attachments/Exhibits:

- Resolution 10523
- DDP Letter of Support
- Application
- Application Narrative
- Plans
- Development Agreement

RESOLUTION 10523

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, APPROVING A REQUEST TO EXPEND GREAT FALLS DOWNTOWN URBAN RENEWAL TAX INCREMENT FINANCING (TIF) DISTRICT FUNDS

* * * * *

WHEREAS, under the provisions of the Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended, an urban renewal district may be established so that a municipality may undertake urban renewal projects therein, provide for the segregation and collection of tax increment with respect to taxes collected in such district, and apply all or a portion of the tax increment derived from such district to the payment of costs of such urban renewal projects; and

WHEREAS, the City Commission, pursuant to Resolution No. 9961, duly adopted on March 6, 2012, created an urban renewal area as the Downtown Urban Renewal District and pursuant to Ordinance No. 3088, duly adopted on May 15, 2012 after a duly called and noticed public hearing thereon adopted the Downtown Urban Renewal Plan containing a tax increment financing provision; and

WHEREAS, in April , 2013, the City Commission approved the revised Tax Increment Application and Forms that outline eligible activities under state statute, the application process to be followed, and criteria to be used when evaluating applications; and,

WHEREAS, the purpose of the Downtown Tax Increment Financing District is to stimulate revitalization and redevelopment of the central business district; and,

WHEREAS, Context LLC has proposed the redevelopment of a property in the Downtown Urban Renewal District, with eligible tax increment financing expenses and has applied for such funds; and

WHEREAS, City Staff has assessed the project in relation to the goals and objectives of the Downtown Urban Renewal District Plan, evaluated the project based on the evaluation criteria, and determined that expenditure of TIF funds in the amount of \$263,500 is warranted for the

purpose of paying for the remodel of a vacant historical building located at 111 Central Avenue will further support economic development in the Downtown Urban Renewal District.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Great Falls, Montana, that the City approve the request to expend Great Falls Downtown Urban Renewal Tax Increment (TIF) District Funds for the purpose of repairing and improving the vacant historical building located at 111 Central Avenue within the Downtown Urban Renewal District.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, August 1, 2023.

Bob Kelly, Mayor

ATTEST:

Darcy Dea, Deputy City Clerk
(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney



*Downtown Development Partnership of Great Falls, Inc.
318 Central Avenue, Great Falls, MT 59401
406-727-5430*

July 13, 2023

Dear Mayor and City Commission,

The Downtown Development Partnership believes that utilizing downtown TIF funds for the Kellergeist project at 111 Central Avenue is an appropriate use of funding. This project was put on hold during COVID, and we are excited to see the property owners moving forward and using creative financing to make the project happen. The building has a rich history, and this will be a great asset to the 100 block of Central Avenue, and downtown as a whole.

Sincerely,

Kellie Pierce

Kellie Pierce
DDP Board Chairperson



CITY OF GREAT FALLS APPLICATION AND PROCESS FOR TAX INCREMENT FINANCING FUNDS

IMPORTANT: The material included below outlines the Tax Increment Financing application process and the responsibilities of the Applicant and the City of Great Falls. The Planning and Community Development Department is charged with processing all applications and accomplishing the plans established with creation of each district. Private projects requesting Tax Increment financial assistance will be evaluated by the Great Falls Planning Advisory Board. The Board will prepare a recommendation to the City Commission concerning each individual request using the criteria outlined in this document. Please review this information carefully before submitting the application forms or finalizing your development plans.

Failure to receive approval of a completed application BEFORE construction begins may affect the Applicant's eligibility for Tax Increment Financing assistance from the City of Great Falls.

INTRODUCTION

The City of Great Falls is responsible for administering the urban renewal program in Great Falls, pursuant to Montana Urban Renewal Law (Title 7 Chapter 15 parts 42 and 43, Montana Code Annotated). Tax Increment Financing (TIF) is an important element of the program as it provides the City with a means to finance urban renewal, industrial, technology or aerospace activities. The TIF program operates by first establishing a base year taxable value for all properties within the appropriate district. All increases in property taxes in the district above this base valuation, due to new development or reappraisals, are assigned to the City to be used to finance eligible activities within the district.

The City has adopted four TIF districts:

Central Montana Agri-Tech Park

Boundaries Amended – May 7, 2013 (Ord. 3106)
 Boundaries Amended – December 4, 2007 (Ord. 2996)
 Original Adoption Date – May 17, 2005 (Ord. 2911)
 Base Year – January 1, 2005

West Bank Urban Renewal District

Adopted – March 20, 2007 (Ord. 2967)
 Base Year – January 1, 2007

Great Falls International Airport Tax Increment Industrial District

Boundaries Amended - September 1, 2009 (Ord. 3043)

Original Adoption Date – November 5, 2008 (Ord. 3022) and boundaries were amended

Base Year – January 1, 2008

Downtown Urban Renewal District

Adopted – May 15, 2012 (Ord. 3088)

Base Year – January 1, 2012

East Industrial Park Tax Increment Financing

Adopted – May 7, 2013 (Ord. 3105)

Base year: January 1, 2013

Applicants for TIF assistance are subject to program eligibility analysis and project review criteria listed below. In addition, project applications will be accepted and processed in the order in which they are received and approved based on the availability of funds in consideration of goals of the plan for the appropriate district.

ELIGIBLE TIF ACTIVITIES

7-15-4288, M.C.A defines how tax increments can be used by the municipality to pay costs of or incurred in connection with an urban renewal project, industrial infrastructure development project, technology infrastructure development project or aerospace transportation and technology infrastructure development project and includes:

1. Land acquisition, including acquisition of infrastructure-deficient areas and assemblage of land for development by private enterprise or public agencies, including sale, initial leasing, or retention by the municipality itself at fair value.
2. Demolition and removal of structures.
3. Relocation of occupants.
4. Public improvements such as the acquisition, construction and improvement of infrastructure which includes streets, roads, curbs, gutters, sidewalks, pedestrian malls, alleys, parking lots and off-street parking facilities, sewers, sewer lines, storm sewers, waterlines, waterways, sewage and water treatment facilities, natural gas lines, electrical lines, telecommunication lines, rail lines, rail spurs, bridges, publicly owned buildings and other public improvements.
5. Costs incurred in the exercise of urban renewal powers allowed under 7-15-4233, M.C.A.

APPLICATION PROCESS

Applicants seeking TIF assistance from the City must submit a written application for each TIF-assisted project.

The following procedure has been developed to allow for a thorough and public review of TIF funding requests.

1. Initial Contact. Contact the Planning and Community Development Department, Room 112 in the Civic Center, to discuss the project and determine eligibility for TIF assistance.
2. Prepare a Written Application. The Applicant must submit a complete written application for each funding request. Additional information may be required of Applicants by staff when deemed necessary for the evaluation process. City of Great Falls initiated and administered projects are required to complete an application. (City projects should complete the following sections of the application—Application for Funds, Eligible Activities and the Certification Page.)
3. Staff Review. Upon submittal of all necessary information, a staff group consisting of Fiscal Services, Planning and Community Development, Park & Recreation, and Public Works department heads and the Deputy City Manager will review the merits of the project and the need for funding. The Planning and Community Development Department staff will prepare a staff report and recommendation for the Planning Advisory Board and/or Downtown Development Partnership.
4. Advisory Board. The staff recommendation will be considered by the Planning Advisory Board or Downtown Development Partnership. The Downtown Development Partnership will consider all applications submitted for the Downtown Urban Renewal District, the Planning Advisory Board will consider all other TIF applications. The advisory boards, will in turn prepare a recommendation to the City Commission for final approval. At any point in the review process the staff, the Planning Advisory Board, Downtown Development Partnership or the City Commission may request more information of the Applicant or solicit comments on the project from other public agencies.
5. City Commission Review and Approval. The City Commission will review the project, will consider the recommendation from the Planning Advisory Board and/or Downtown Development Partnership will approve or reject the funding request or any part thereof along with any special terms of TIF assistance.
6. Development Agreement. If TIF assistance is approved, the City and the Applicant must execute a legally binding Development Agreement which establishes the terms and conditions of the TIF assistance. Among the terms and conditions, the Agreement shall specify the schedule for the start and completion of the project, may require the Applicant to guarantee repayment of TIF assistance

if the terms of the Agreement are violated by the Applicant and may require an agreement for payment of an annual tax deficiency fee pursuant to §7-15-4294, MCA. The Development Agreement shall also specify whether the Applicant or City will be responsible for bidding or obtaining cost estimates and selecting contractors for funded activities. If receiving TIF dollars, the applicant is required to follow requirements for public construction contracts as pertains to payment and performance bonding and standard prevailing rate of wages. The Development Agreement must be approved by the City Commission. Projects initiated and/or administered by the City of Great Falls are not required to complete a Development Agreement.

IMPORTANT NOTE: Costs to be paid with TIF monies may not be incurred by the Applicant prior to funding approval and the satisfaction of any conditions of such approval.

CRITERIA FOR REVIEW

Materials contained in TIF applications are used to assess the merits of projects in relation to the goals and objectives of the appropriate district plan. To measure the public benefit derived from the project, the City evaluates projects based on the following criteria. Each district development is judged on its own merit; therefore, no weight is given to any of the criteria. The City Commission may establish additional criteria per district that would provide specific funding priorities.

1. Public Infrastructure Improvements – Public infrastructure improvements have the benefit of improving and impacting an entire district. Each district may have its own Capital Improvement Plan, which may include things such as roadway improvements, storm drains, sewer and water lines, railroads, etc.
2. Economic Stimulus – The amount of economic activity to be generated within the district through the development is assessed, as well as the leverage ratio of public to private investment. In general, the maximum limit of participation in any one development is 10% of the construction/rehabilitation costs, exclusive of acquisition cost. Development projects clearly demonstrating extraordinary benefit to districts or the community may, at the discretion of the City Commission, receive additional TIF assistance for eligible items. All applications should contain credible, measurable information substantiating the project’s economic stimulus in the district and the community.
3. Tax Generation – The increase in taxable value due to new district development, including construction/rehabilitation, as estimated by the County Assessor’s office to determine tax increment generation.
4. Employment Generation – Total employment generated by the district development as assessed in terms of new permanent and part-time jobs, and

construction jobs.

5. Elimination of Blight (applies to Urban Renewal Districts) – The development’s direct and indirect impact on the physical and fiscal deterioration within the appropriate district and the community, as identified in the appropriate district plan.
6. Special or Unique Opportunities – The extent to which the district’s development represents a unique opportunity, meets a special need, or addresses specific district or community goals. The restoration of a historic property or the provision of an unmet community need is an example of special and unique opportunities.
7. Impact Assessment – The extent of both positive and negative environmental impacts, appropriateness of the development’s project design, and impact on existing businesses or residents.
8. Financial Assistance – Other forms of financing available to the Applicant. Lender participation, industrial development revenue bonds, and state and federal grant monies, for example, are examined to assess the need for TIF assistance.
9. Development’s Feasibility – A determination of feasibility is made based on the strength of the Applicant’s demonstration of market demand for the development in the district as contained primarily on the pro forma and financing commitments.
10. Developer Ability to Perform – An assessment of the Applicant’s capability to undertake the relative complexities of the development based on past performance on similar projects.
11. Timely Completion – The feasibility of completing the development according to the Applicant’s development schedule.
12. Payment of Taxes – All property taxes, special improvement district assessments, and other assessments on the project property must be paid to date.

CITY OF GREAT FALLS



TAX INCREMENT FINANCING (TIF)

APPLICATION FOR FUNDS

**CITY OF GREAT FALLS
TAX INCREMENT FINANCING (TIF)
APPLICATION FOR FUNDS**

Project Name: Kellergeist

Date Submitted: 6/20/2023

Name of TIF District: Downtown Urban Renewal District

APPLICANT INFORMATION

Name: Matthias & Jolene Schalper (Context LLC)

Address: 124 13th Ave S, 13th Ave S, Great Falls, 59405

Telephone: 406-231-2309

DEVELOPMENT INFORMATION

1. Building Address: 111 Central Ave, Great Falls, 59401

2. Legal Description: _____

GREAT FALLS ORIGINAL TOWNSITE, S12, T20 N, R03 E, BLOCK 312, Lot 012, E2 LT 12

3. Ownership: Context LLC, Matthias & Jolene Schalper

Address: 124 13th Ave S, Great Falls, 59405

4. If property is not owned by the Applicant, list leasehold interest: (*Attach evidentiary materials*).
Name: _____

Address: _____

5. Existing/Proposed Businesses: Kellergeist Pub Theater

Business Description: German themed bar and venue

6. Employment: Existing FTE Jobs: _____

New Permanent FTE Jobs created by project: 8 Construction FTE jobs: 10

7. Architectural/Engineering Firm: L'Heureux Page Werner Architecture

Address: 15 5th Street S. Great Falls, MT 59401

Representative: Tim Petersen

**CITY OF GREAT FALLS
TAX INCREMENT FINANCING (TIF)
APPLICATION FOR FUNDS**

8. Please provide a description of the Total Project Development (attach a narrative explanation).

9. Please provide rehabilitation/construction plans (attach schematics, site and landscaping plans).

10. What is the development schedule or estimated completion date for the Total Project Development? The Total Project Development is best defined as the entire development, not just the TIF improvements (please include project phasing if appropriate).
June-December 2023

11. Do you plan on asking for any other tax abatements, grants, tax credits or other forms of relief? If so, what type?
No

12. Please describe your funding needs and the anticipated timing schedule for your identified Eligible TIF Activities (example: *I will be fronting the costs of all identified TIF improvements and would like to be reimbursed incrementally as TIF funds become available; I am interested in utilizing bond financing to complete the identified project improvements and would like to be reimbursed with TIF funds as they become available, I need TIF funds immediately to complete the identified TIF improvements, etc.*)

I will be fronting the costs of all identified TIF improvements and would like to be reimbursed incrementally as TIF funds become available

13. Please indicate the amount of Public Infrastructure Need and the amount of Public Infrastructure being requested to be financed by the TIF District.

Total Need: \$527,000

Requested TIF finance: \$263,500

TOTAL PROJECT DEVELOPMENT COSTS

The total project development cost is the cost to develop the entire project/site, and should include the cost of the TIF improvements.

Land and Site Preparation Improvements (Itemized)

1. <u>Value of Land</u>	\$ <u>60,000</u>	
2. _____	\$ _____	
3. _____	\$ _____	
4. _____	\$ _____	
5. _____	\$ _____	
Subtotal		\$ <u>67,500</u>

Construction/Rehabilitation Costs (Use general construction trade divisions)
(Total value of improvements)

1. <u>Sitework & General</u>	\$ <u>190,885</u>	
2. <u>Concrete</u>	\$ <u>56,150</u>	
3. <u>Interior Work</u>	\$ <u>363,380</u>	
4. <u>Openings</u>	\$ <u>86,230</u>	
5. <u>Fire Supression</u>	\$ <u>150,000</u>	
6. <u>Mechanical</u>	\$ <u>375,100</u>	
7. <u>Design Fees</u>	\$ <u>80,000</u>	
Subtotal		\$ <u>\$1,301,745</u>

Equipment Costs
(Total value of equipment)

1. <u>Security Equipmt.</u>	\$ <u>11,000</u>	
2. <u>Bar Equipmt.</u>	\$ <u>45,000</u>	
3. <u>Stage & Light Equipmt.</u>	\$ <u>55,000</u>	
4. _____	\$ _____	
5. _____	\$ _____	
Subtotal		\$ <u>111,000</u>

Total Project Development Costs \$ \$1,480,245

ELIGIBLE TIF ACTIVITIES

Land Acquisition

	Total	Amount Requested from TIF	Timing for Funds
1.	_____	_____	_____

Demolition & Removal of Structures

1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
Subtotal	_____	_____	_____

Relocation of Occupants

1.	_____	_____	_____
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Public Improvements

(acquisitions, construction and improvement of infrastructure which includes streets, roads, curbs, gutters, sidewalks, pedestrian malls, alleys, parking lots and off-street parking facilities, sewers, sewer lines, storm sewers, etc.)

1.	\$467,000	\$233,500	Year End
2.	_____	_____	_____
3.	_____	_____	_____
Subtotal	_____	_____	_____

Fees (associated with eligible activities)

(A&E design/supervision, permits & other fees)

1.	\$60,000	\$30,000	Year End
2.	_____	_____	_____
3.	_____	_____	_____

CERTIFICATION

I (we), Matthias Schalper (please print),
certify that the statements and estimates within this Application as well as any and all documentation
submitted as attachments to this Application or under separate cover are true and correct to the best of
my (our) knowledge and belief.

Signature Matthias Schalper Digitally signed by Matthias Schalper
Date: 2023.06.20 14:19:17 -06'00'

Title Owner

Address 124 13th Ave S

Date 6/20/2023

Signature _____

Title _____

Address _____

Date _____



Matthias & Jolene Schalper

124 13th Ave S, Great Falls, 59405

406-231-2309

Mayor Bob Kelly and City Commission
2 Park Drive South
Great Falls, 59401

6/12/2023

Kellergeist application for TIF Funding.

Honorable Mayor and Commissioners

Please accept our application for Downtown Great Falls TIF funds in excess of the limits of the program.

The former Albrecht Furniture building, recently known as the Kellergeist building has been identified as a catalyst project in the City of Great Falls’ growth policy. This project will have a positive high impact on Central Ave and the 100 Block in particular with up to 8 staff full time job creation expected (or part time equivalent).

The Kellergeist building dates back to 1887 and contributes to the commercial character of the Great Falls Central Business Historic District. The remodel will acknowledge and the design will reflect the historic significance of the building within the Historic District.

The building featured prominently in the Great Falls Downtown Visioning project as a prime development opportunity and downtown revitalization project (Image 01).



Image 01: Rendering from GF Downtown Visioning Project

The Kellergeist Pub Theater Project will support and expand opportunities for the performing arts and will create a destination facility and music or theater venue to attract visitors to downtown Great Falls. With weekly events we expect approx. 20,000 visitors per year. The project will enhance downtown livability and social quality of life for downtown residents.

The remodel of the building will involve extensive façade work including window replacement, wall repairs, awning repair to the front (Image 02) and concrete repairs at the back of the building (Image 04). The rear façade of the building can be prominently seen from 1st Ave N (Image 03) and has most of its original features dating back to the late 1800s.



Image 02: Front Façade



Image 03: Rear Façade view from 2nd Ave N



Image 04: Rear concrete slab

To improve public safety a full fire suppression system will be installed throughout the building. Additional bathrooms will be ADA compliant handicap accessible. Stairs to the basement and 2nd floor will be improved or replaced to increase safety for staff and public.

Environmental safety will be enhanced by the installation of indoor and outdoor cameras, outdoor lighting and secure access to the building.

The project construction is scheduled to start as soon as possible to be completed by Christmas 2023. A second phase project development is envisioned and could see apartment construction on the second floor. These plans are currently on hold without an expected timeframe.

The Kellergeist building and business is privately owned by Great Falls residents Matthias and Jolene Schalper.

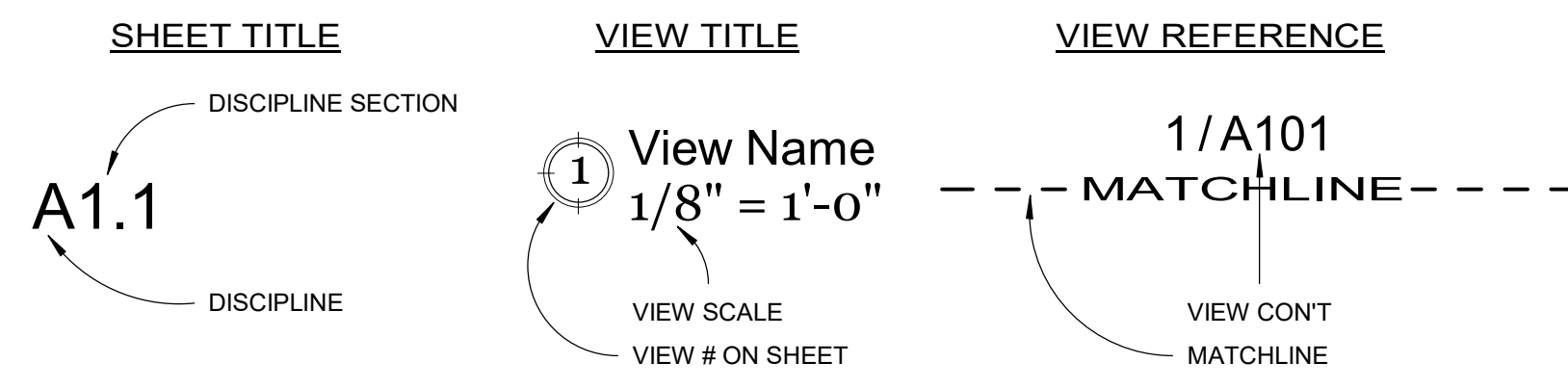
PERMIT SET

KELLERGEIST PUB THEATER RENOVATION

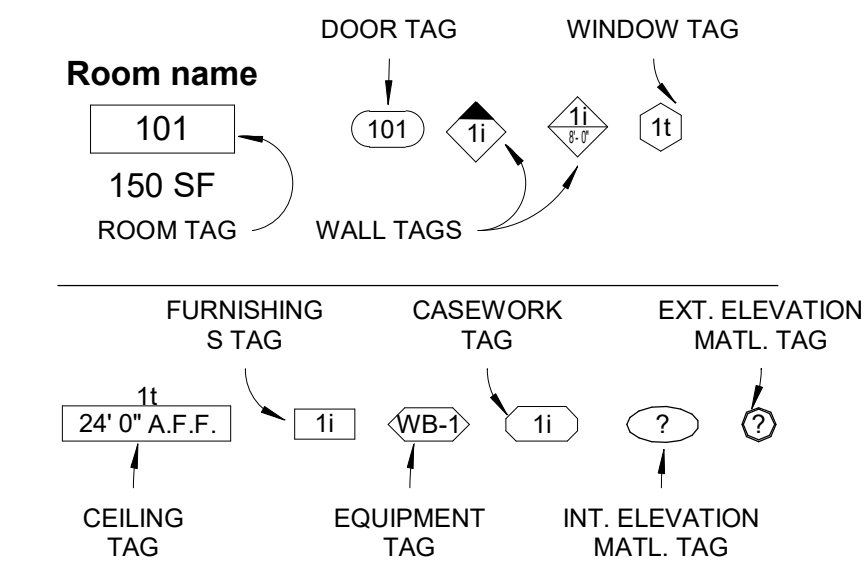
111 CENTRAL AVE, GREAT FALLS, MT



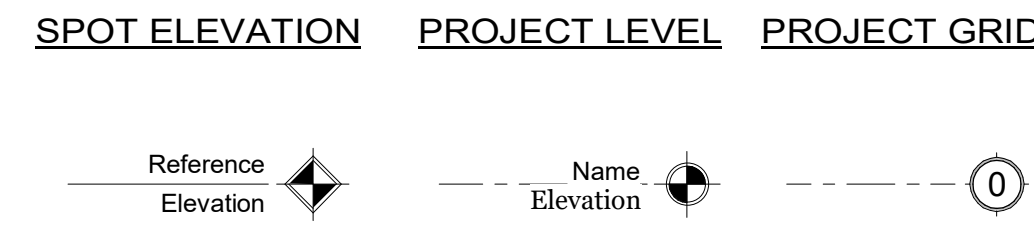
VIEW/SHEET REFERENCE



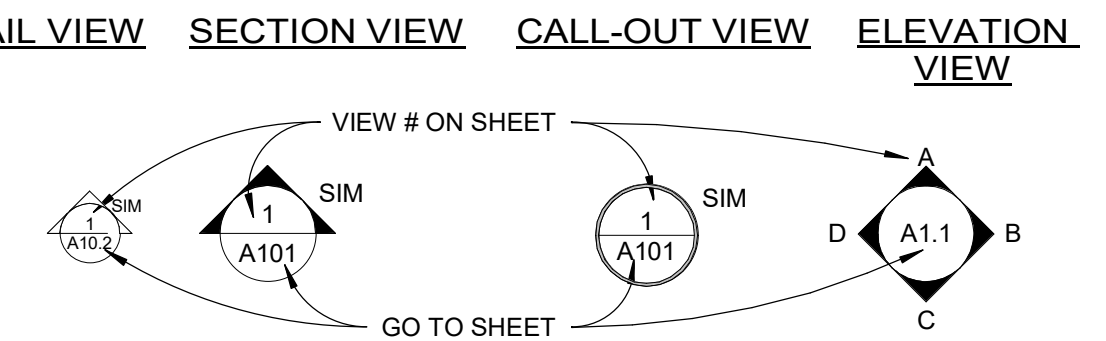
TAG REFERENCE



POSITION REFERENCE



DRAWING REFERENCE



Project Symbols
1/4" = 1'-0"

PROJECT TEAM:

THOMAS DEAN AND HOSKINS, PC

L'HEUREUX, PAGE, WERNER, PC

1200 25TH STREET SOUTH
GREAT FALLS, MONTANA 59405
PHONE: (406) 761 3010
FAX: (406) 727 2872

15 5TH STREET SOUTH
GREAT FALLS, MONTANA 59401
PHONE: (406) 771 0770
FAX: (406) 771 0626

STRUCTURAL

CONTACT: RODNEY BLAKE, PE

ARCHITECTURAL

CONTACT: TIM PETERSON, AIA
ADAM TALBERT, AIA
MEGHAN BALLOCK

FALLS MECHANICAL SERVICES

600 2ND ST S
GREAT FALLS, MONTANA 59405
PHONE: 406.761.7283

MECHANICAL

CONTACT: GARY MORRIS, PE

ELECTRICAL

CONTACT: ALLEN MEADORS, PE

ALTERNATE BID ITEMS:

- ALL KITCHEN WORK INCLUD. MECHANICAL, PLUMBING AND ELECTRICAL EQUIPMENT. SEE MEP DRAWINGS (PROVIDE ROUGH-INS)
- PROVIDE AND INSTALL WHEELCHAIR LIFT ASSEMBLY, SAVARIA V-1504 MODEL OR EQUAL.
- ALL WORK FOR ENTIRE 3RD LEVEL, STAIR CONSTRUCTION IN BASE BID. PROVIDE ROUGH-INS FOR ALL FUTURE PLUMBING IN BASE BID.
- PLYWOOD ACCENT WALL - BASE BID TO INCLUDE PAINTED GYP. BOARD.
- TIN CEILING IN FRONT BAR - BASE BID TO INCLUDE PAINTED GYP. BOARD
- TIN CEILING IN THEATER SPACE - BASE BID TO INCLUDE PAINTED GYP. BOARD
- CERAMIC TILE FLOORS - BASE BID TO INCLUDE SHEET VINYL

General Project Notes	
Note Number	Description
1	General Contractor shall verify dimensions and conditions of the existing building.
2	The term "Contractor" refers to General Contractor unless otherwise noted.
3	All shop drawing dimensions to be checked and verified in the field by the Contractor who will be responsible for same.
4	General Contractor is responsible for patching of all holes or damage encountered in work done by himself or any other trade or contractor.
5	General Contractor shall be responsible for the complete repair and refinishing of all work to match existing conditions as a result of necessary cutting, patching, or demolition by all trades while performing the work.
6	General Contractor to provide all required blocking, anchorages for accessories, mill work, trim, grab bars, mechanical and electrical items.
7	Construction limit line is approximate, access to other areas as required by work is acceptable by approval of Architect and Owner.
8	In general, repetitive features drawn to more than one scale are shown in full only once and repetitions are not completed in every detail as shown in the original instances.
9	Details which occur both right- and left-hand are shown only once.
10	Partitions are located by one of the following methods: a) Where possible, by relationship to adjacent structure. b) Typical relationship to large scale details. c) By dimension from structure or partition already located.
11	Metal Corner Bead/J Mould around all edges of gypsum board walls abutting other materials. Leave 1/4" gap from wall for sealant.
12	Where columns and stud walls align, gypsum board to be continuous over columns.
13	Gypsum board in toilet and shower areas to be W.R. gypsum board.
14	Gypsum board in toilet and shower areas to be W.R. gypsum board.
15	Where condition of finish arises that no detail or note covers, match detail to existing situation of similar condition.
16	Rubber base shall be installed on all gypsum board walls and toe space, unless otherwise detailed or scheduled.
17	Patch floors as required to leave level, smooth surface required for installation of floor finish.
18	Seal openings in floor around ducts, pipes, vents, soil-pipes, traps, conduit, etc.
19	All penetrations through walls above ceiling and below structure are to be closed tight around penetration. Contractor to coordinate.
20	All mechanical & electrical lines to be installed tight to structure where possible in all instances.
21	General Contractor to provide all concrete pads necessary for mechanical and electrical. Location to be provided as necessary by mechanical and electrical subcontractors.
22	In painted or finished rooms, all horizontal and vertical piping and conduits shall be furred to match room finish as indicated or scheduled.
23	When duct work, pipes and mechanical units are exposed in painted rooms, they will be painted as directed by Architect.
24	Paint all exposed steel unless otherwise noted.
25	Heating, plumbing and electrical plans where shown diagrammatically are intended to indicate capacity, size and location and general arrangements. All necessary features of construction will be required as if shown in detail.
26	Where mechanical and electrical equipment locations conflict electrical fixtures location shall take preference.
27	Where plumbing occurs in stud wall with horizontal or vertical piping, studs shall be constructed deep enough to accommodate the piping. Same for all electrical panels.
28	No materials or tools may be left in spaces not requiring work. Any dirt or materials dropped enroute to work areas must be cleaned in the existing building.
29	Damage to existing; Any and all damages caused by the contractor and or people under direct supervision of the contractor shall be replaced and or repaired at contractors expense with no cost infraction on owner.

General Abbreviations		General Abbreviations		General Abbreviations	
Abbr	Description	Abbr	Description	Abbr	Description
AB	anchor bolt	FOS	face of stud	PRE-FIN	prefinished
ABI	alternate bid item	FP	fire proof	PVC	polyvinyl chloride
AC	acoustical	FR	fire rated	QTY	quantity
ACCESS	accessible	FRP	fiberglass reinforced plastic	RB	rubber (vinyl) base
ACT	acoustical ceiling tiles	FTG	footing	REF	reference
ADJ	adjustable	FLR	furred (ing)	REINF	reinforce (ing, ed)
ALT	alternate	GA	gauge	REV	revision
ARCH	architect (ural)	GC	general contractor	RO	rough opening
BLDG	building	GWB	gypsum wall board	SC	solid core
BLKG	blocking	HC	hollow core	SCW	schedule
BM	bench mark	HM	hollow metal	SCW	solid core wood
BIM	building information modeling	HR	horizontal	SCHED	schedule (ed)
BOS	bottom of structure	HT	height	SH	sheet
BO	bottom of...	HTG	heating/ventilation/air conditioning	SIM	similar
CAB	cabinet	HVAC	heating/ventilation/air conditioning	SPEC	specified
CJ	control joint	INCL	included	SPEC	specifications
CLG	ceiling	ID	inside diameter	SQ	square
COL	column	INSUL	insulation	STD	standart
CONC	concrete	INT	interior	STOR	storage
CONST	construction	INTRVW	interview	STRUCT	structural (dwgs, specs)
CONT	continuous, continue	JT	joint	SYS	system
CONTR	contractor	LAV	lavatory	SV	sheet vinyl
CPT	carpet	MATL	material (s)	TD	trench drain
DEMO	demolish, demolition	MAX	maximum	TEL	telephone
DF	drinking fountain	MBR	member	T&G	tongue & groove
DIA	diameter	MECH	mechanical (dwgs, specs)	TOW	top of wall
DIM	dimension	MFR	manufacturer	TO	top of...
DTL	detail	MIN	minimum	TYP	typical
DWG	drawing	MISC	miscellaneous	UNFIN	unfinished
ELEV	elevation	MTL	metal	UNO	unless noted otherwise
EQ	equal	NIC	not in contract	VB	vapor barrier
EXT	estimate	NOM	nominal	VCT	vinyl composite tile
EXIST	existing	NTS	not to scale	VER	verify
EXP	exposed	OC	on-center	VERT	vertical
ESJUT	expansion joint	OPNG	opening	VIF	verify in field
EXT	exterior	OPP	opposite	WC	water closet
FA	fire alarm	OS	outside diameter	WD	washer & dryer
FBO	furnished by others	OI	over	WB	wood base
FD	floor drain	OSCI	owner supplied & contractor installed	WH	water heater
FE	fire extinguisher	OSOI	owner supplied & owner installed	WI	with
FEC	fire extinguisher cabinet	FIN	finish (ed, ing)	WO	without
FIN	finish	FLR	floor	DW	dishwasher
FLR	floor	PLAM	plastic laminate	ZZ	zero zamboni
FO	face of...	PLY	plywood	ZZ	zipping zephyr
FOC	face of concrete				

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D1.2	DEMO PLANS	P1.2	SANITARY SEWER & VENTING PLAN - MEZZANINE LEVEL
		P1.3	SANITARY SEWER & DOMESTIC WATER PLAN - LEVEL 2
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S1.2	GENERAL STRUCTURAL NOTES	E2.2	LIGHTING PLAN - LEVEL 2
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S2.0	BASEMENT FOUNDATION PLAN	E3.1	POWER & SPECIAL SYSTEMS PLAN - BSMT & LEVEL 1
S3.0	MAIN FLOOR FRAMING AND FOUNDATION PLAN	E3.2	POWER & SPECIAL SYSTEMS PLAN - MEZZANINE LEVEL
S3.1	MEZZANINE FRAMING PLAN	E3.3	POWER & SPECIAL SYSTEMS PLAN - LEVEL 2
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S4.0	ROOF FRAMING PLAN	E6.0	ONE LINE DIAGRAM & PANEL SCHEDULES
S5.0	BUILDING SECTIONS	E9.0	ELECTRICAL SCHEDULES
S6.0	FOUNDATION SECTIONS AND DETAILS		
S7.0	FRAMING SECTIONS AND DETAILS		
S7.1	FRAMING SECTIONS AND DETAILS		
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A1.0	LEVEL 3 & ROOF FLOOR PLANS		
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A1.2	ENLARGED PLANS		
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A4.0	STAIR SECTIONS/ DETAILS		
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Agenda #14

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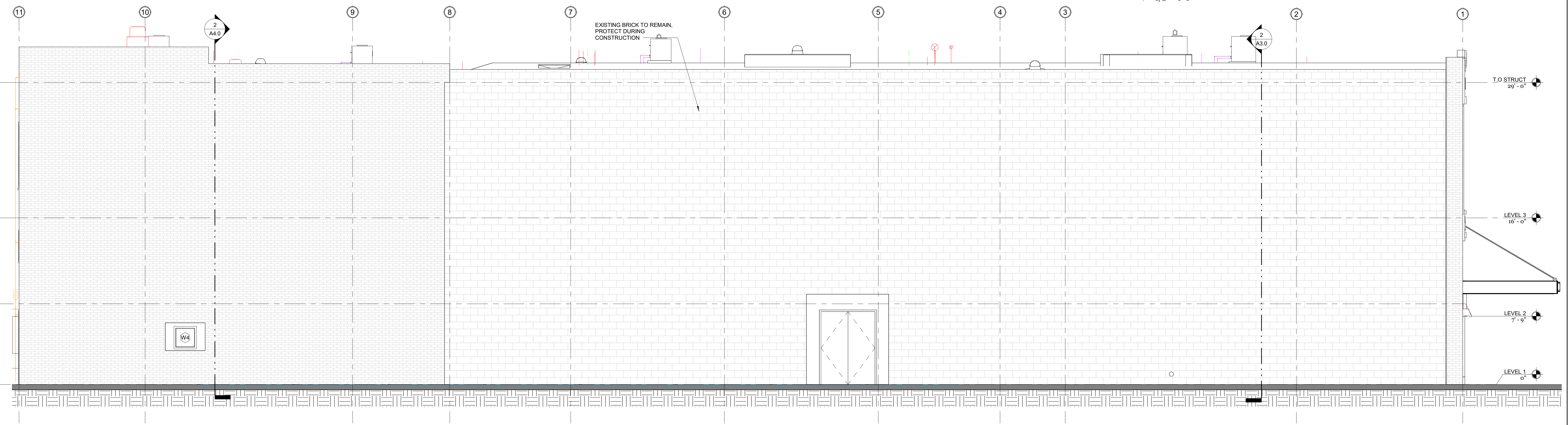
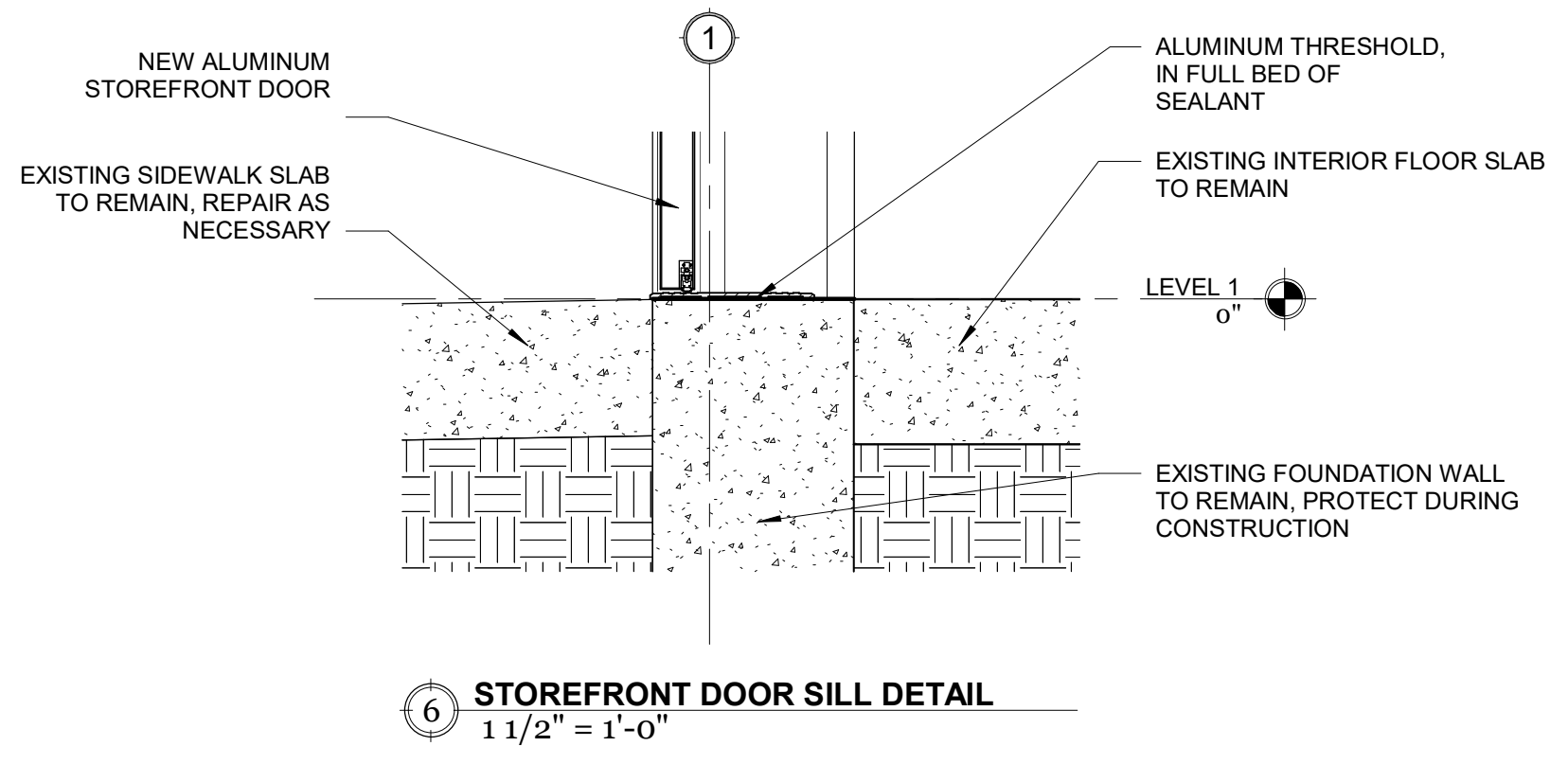
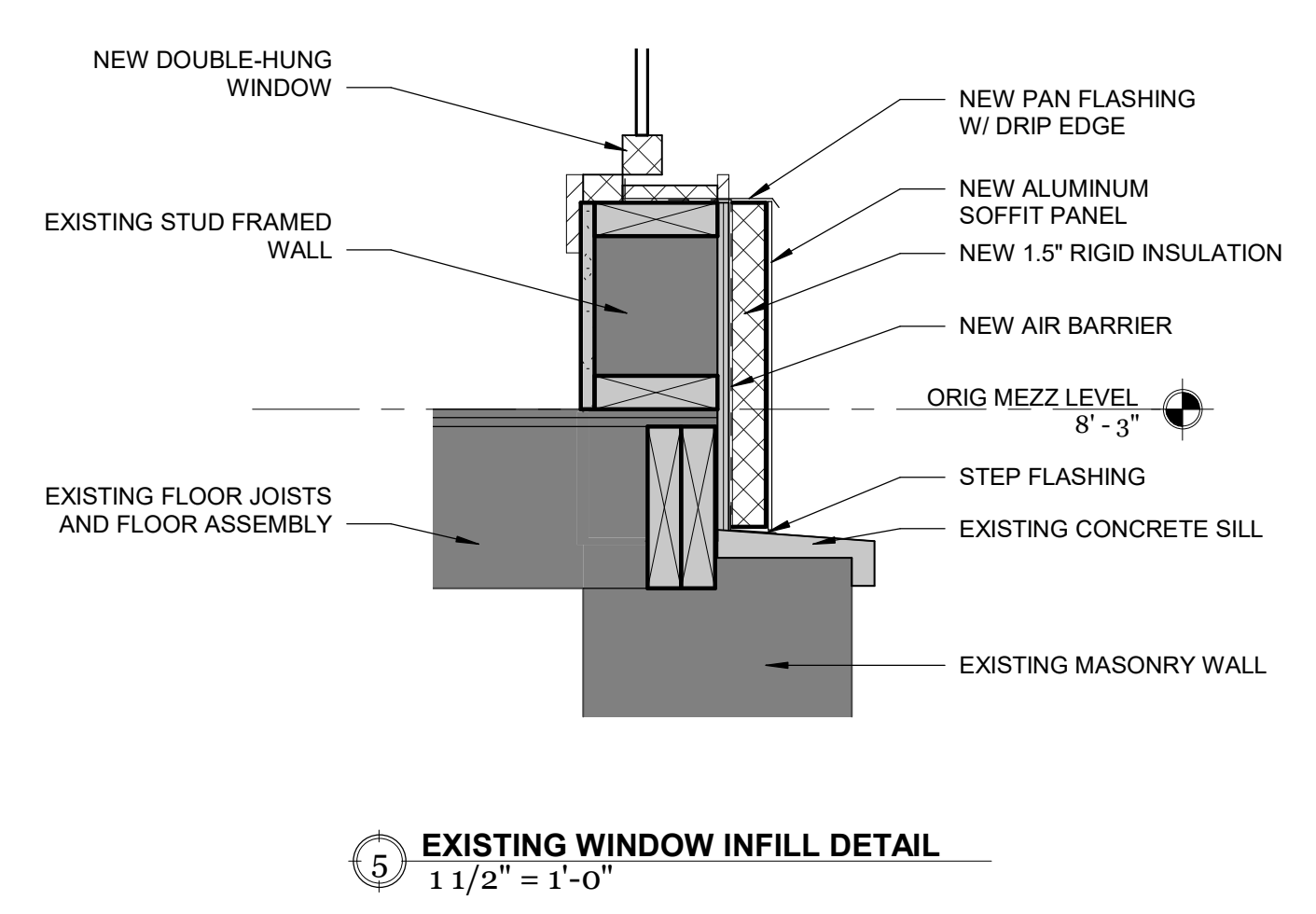
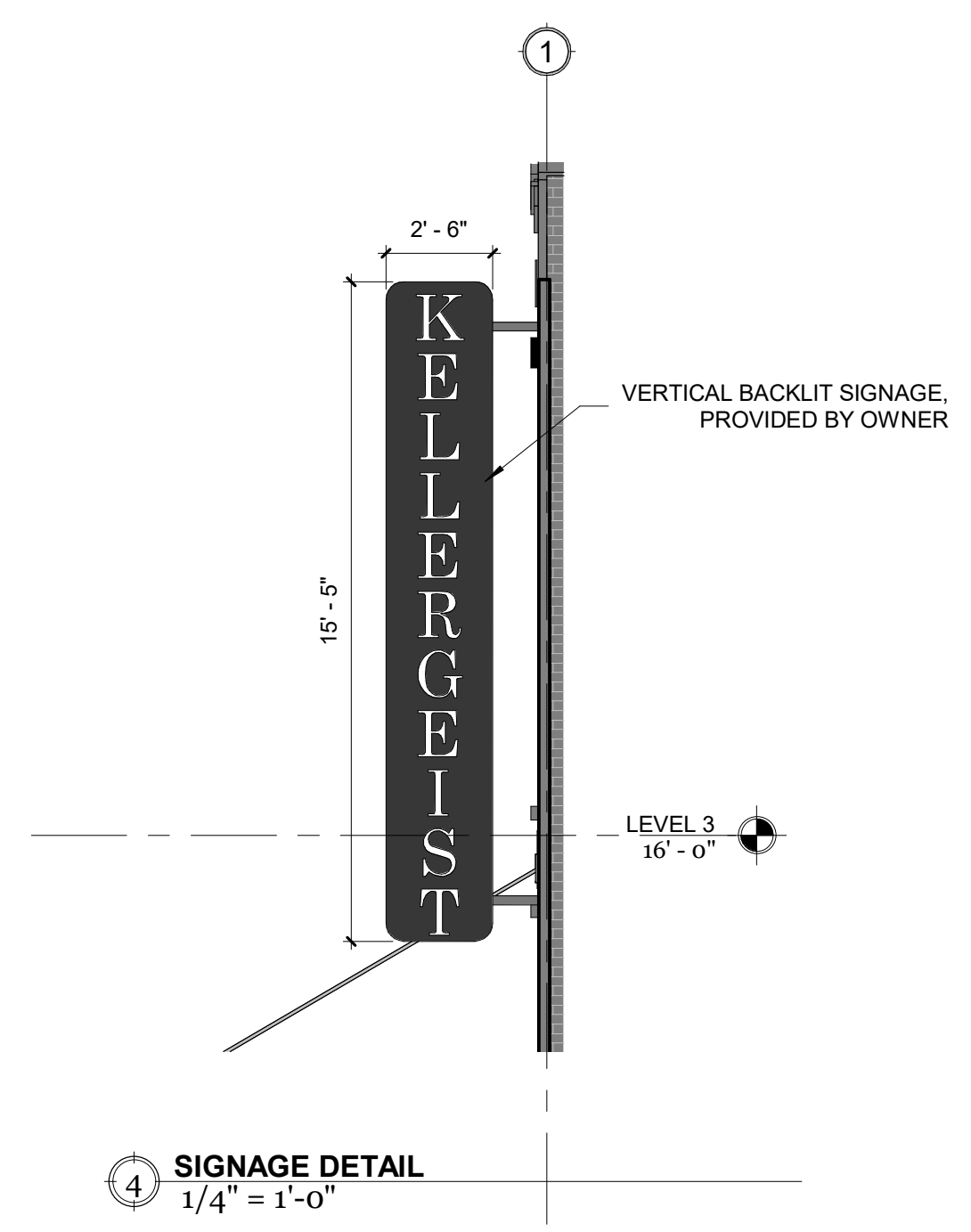
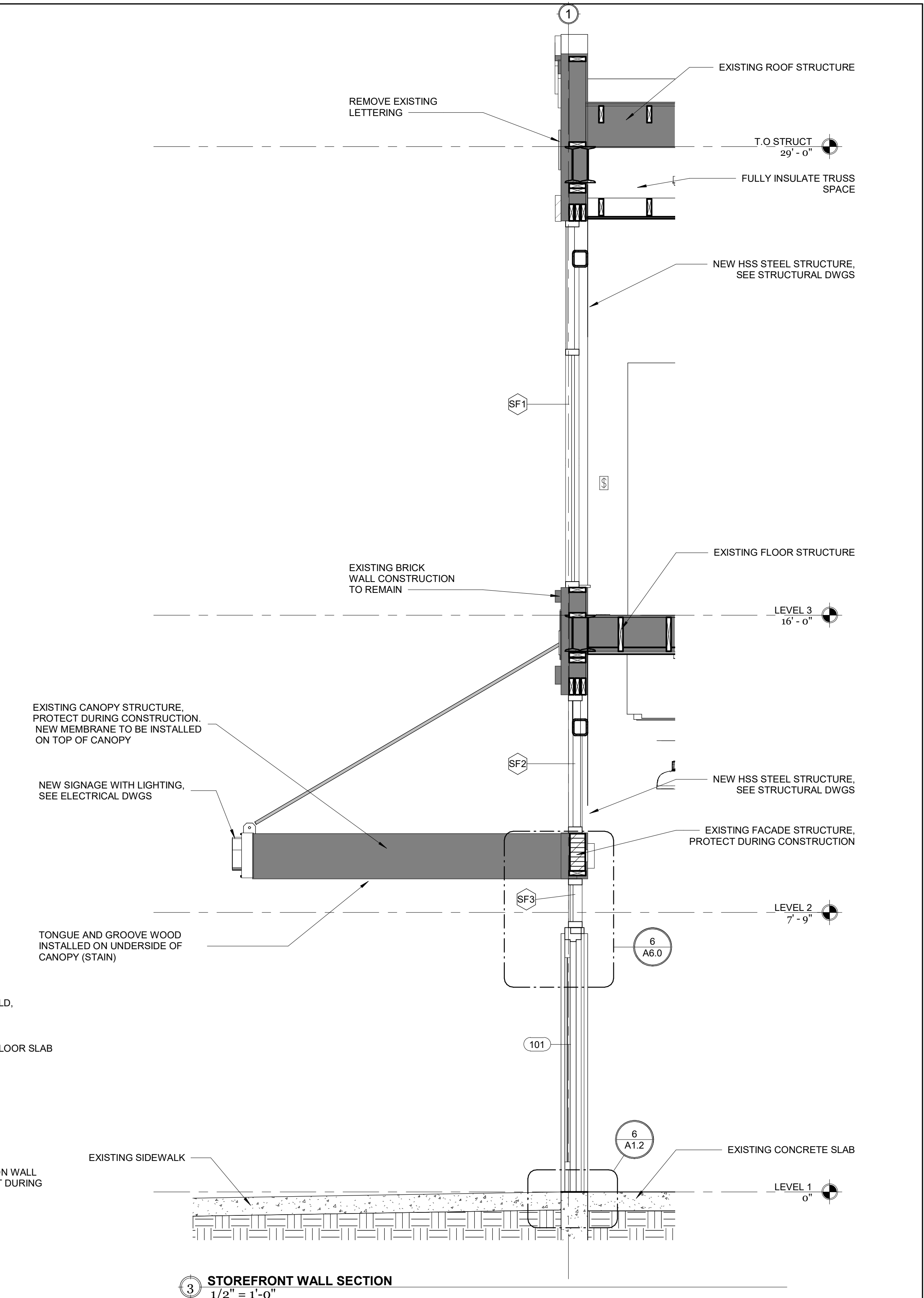
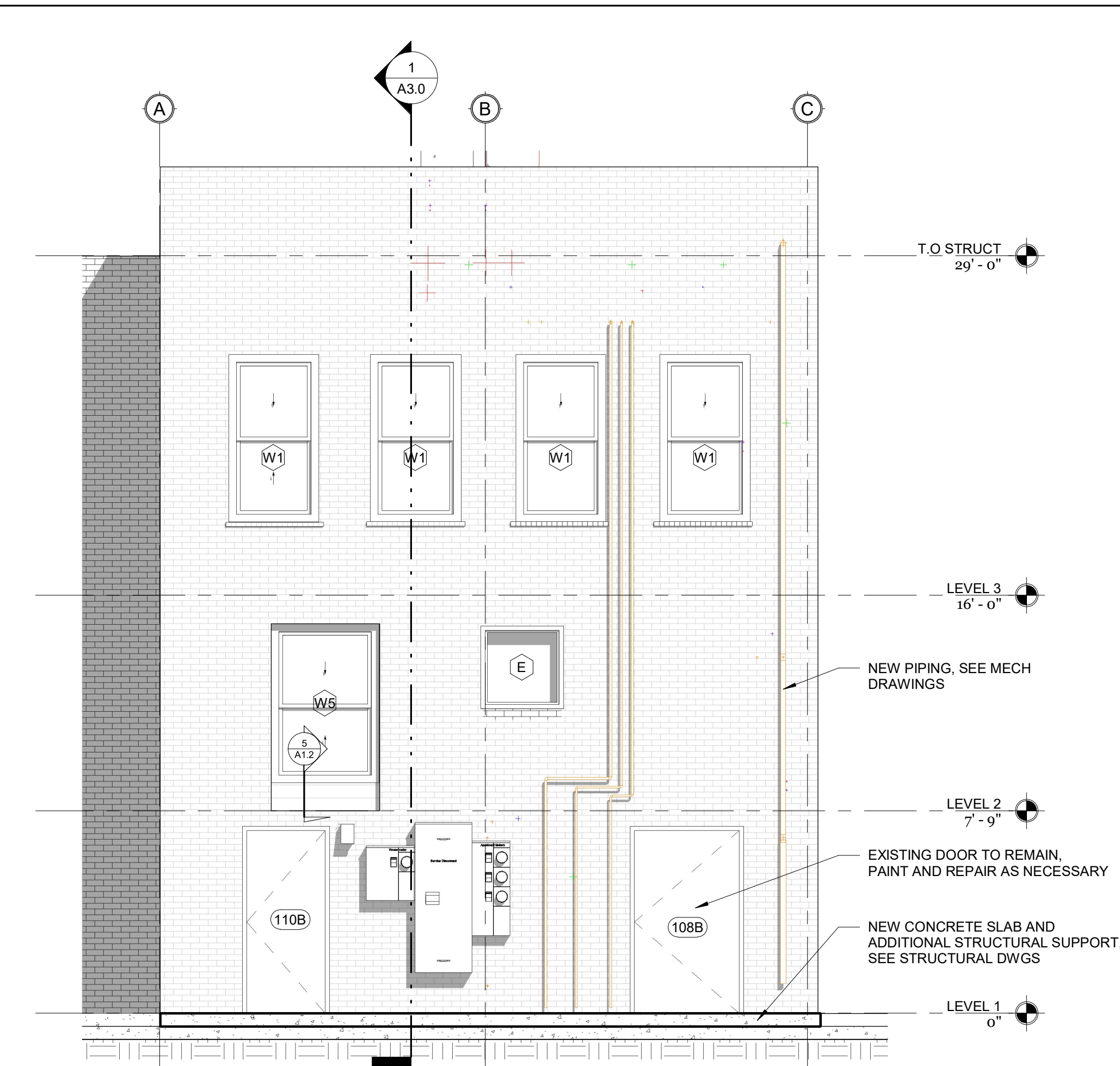
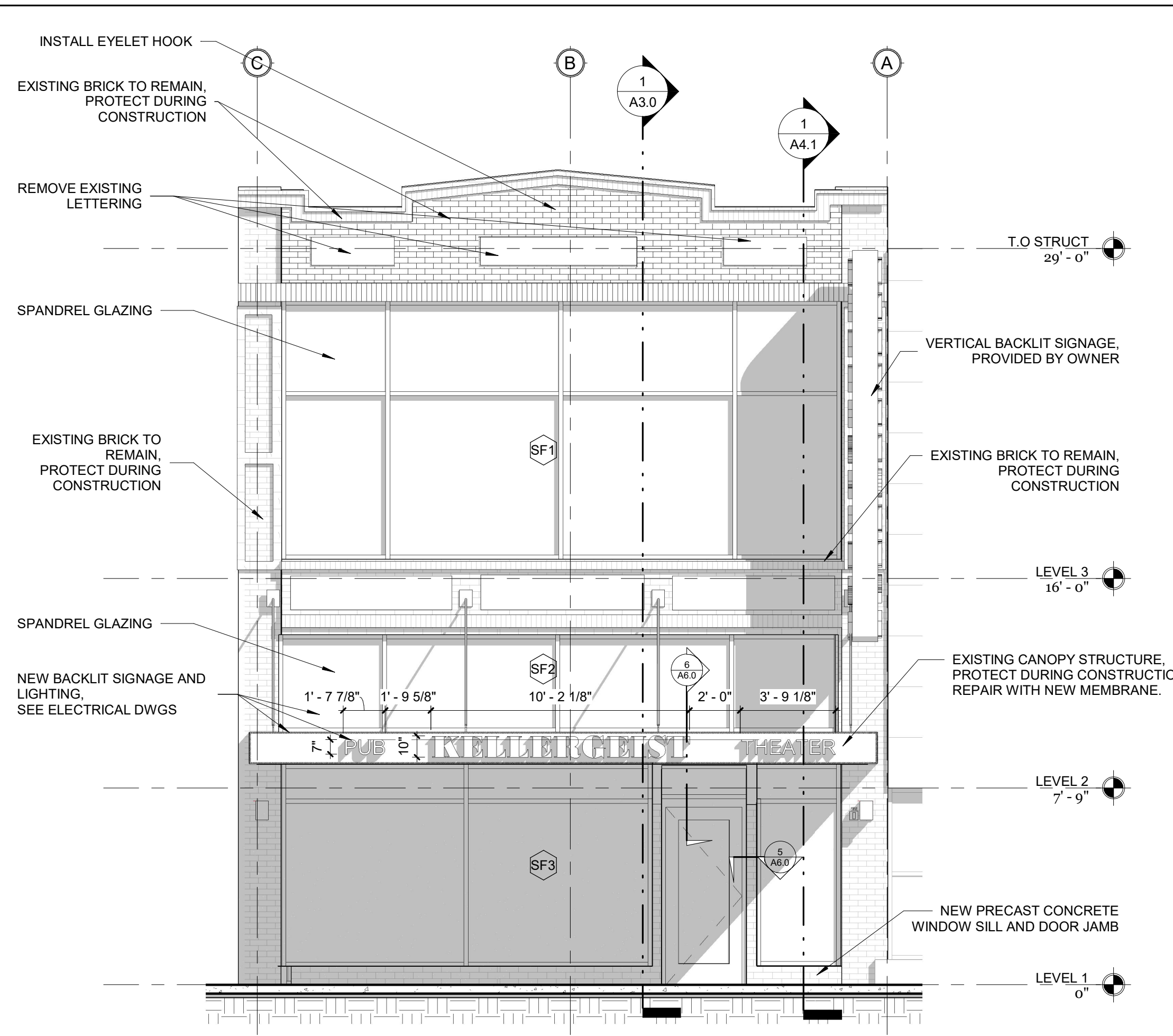
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TIMOTHY M. PETERSON
1713
GREAT FALLS, MT
59405

KELLERGEIST PUB THEATER RENOVATION
111 CENTRAL AVE
GREAT FALLS, MT 59401
COVER SHEET

Revision Schedule		
No.	Revision	Date
Submittals		
No.		Date

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DATE: 1/29/2021
PROJECT NUMBER: 17-050
SHEET NUMBER: CVR 04



Revision Schedule		
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Submittals		
No.		Date

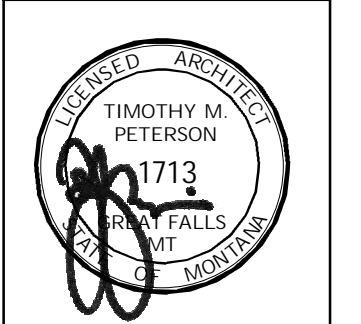
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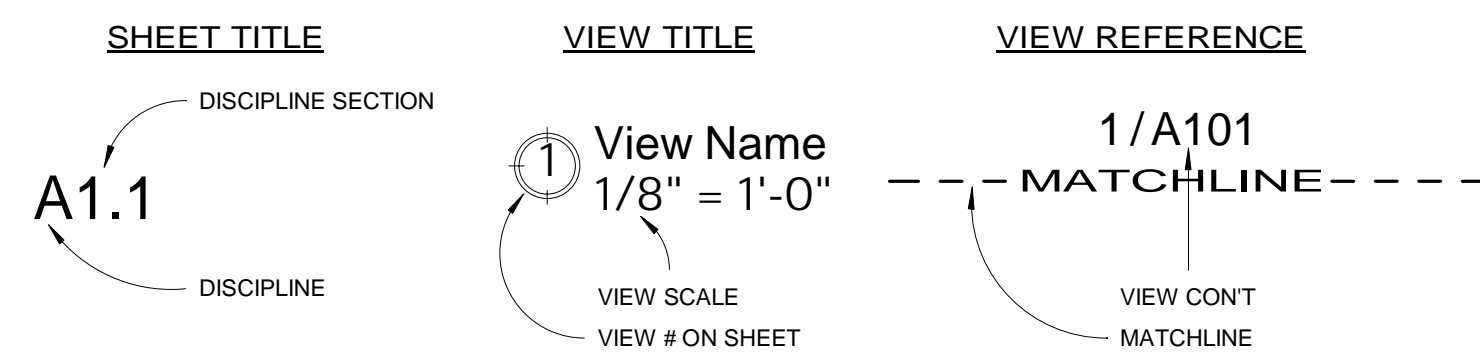
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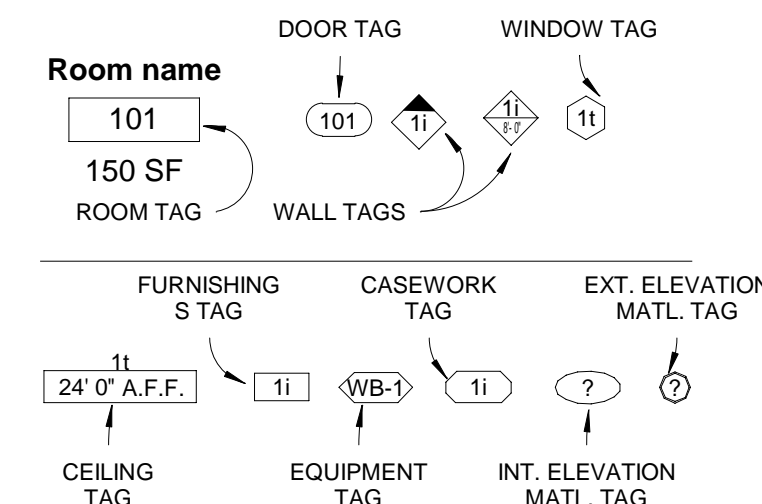
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VIEW/SHEET REFERENCE



TAG REFERENCE



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ELECTRICAL

CONTACT: ALLEN MEADORS, PE

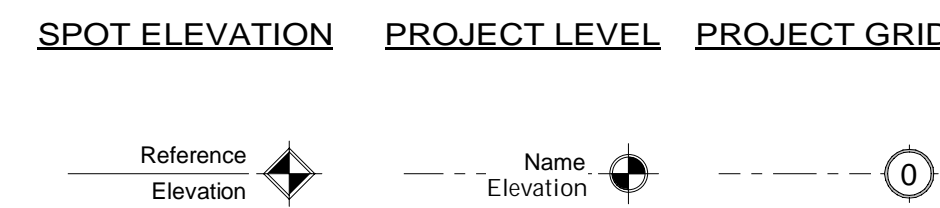
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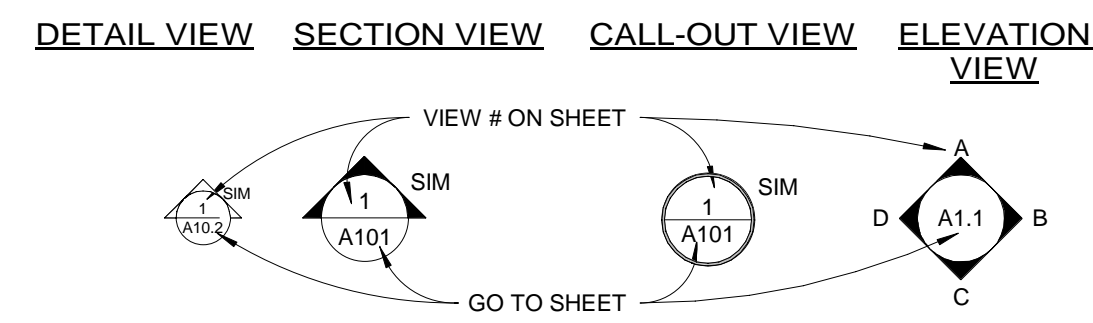
CONTACT: TIM PETERSON, AIA
ADAM TALBERT, AIA
MEGHAN BALLOCK

POSITION REFERENCE



Project Symbols
1/4" = 1'-0"

DRAWING REFERENCE



General Project Notes

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General Abbreviations

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ADJ	adjustable
ALT	alternate
ARCH	architect (ural)
BLDG	building
BLKG	blocking
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BIM	building information modeling
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CJ	control joint
CLG	ceiling
COL	column
CONC	concrete
CONST	construction
CONT	continuous, continue
CONTR	contractor
CPT	carpet
DEMO	demolition
DF	drinking fountain
DIA	diameter
DIM	dimension
DTL	detail
DWG	drawing
ELEV	elevation
EQ	equal
EXT	estimate
EXIST	existing
EXP	exposed
ESPJT	expansion joint
EXT	exterior
FA	fire alarm
FBO	furnished by others
FD	floor drain
FE	fire extinguisher
FEC	fire extinguisher cabinet
FIN	finish (ed, ing)
FLR	floor
FO	face of...
FOC	face of concrete

General Abbreviations

Abbr	Description
FOS	face of stud
FP	fire proof
FR	fire rated
FRP	fiberglass reinforced plastic
FTG	footing
FUR	furred (ing)
GA	gage, gauge
GC	general contractor
GWB	gypsum wall board
HC	hollow core
HM	hollow metal
HOR	horizontal
HT	height
HTG	heating
HVAC	heating/ventilation/air conditioning
INCL	included
ID	inside diameter
INSUL	insulation
INT	interior
INTRVW	interview
JT	joint
LAV	lavatory
MATL	material (s)
MAX	maximum
MBR	member
MECH	mechanical (dwgs, specs)
MFR	manufacturer
MIN	minimum
MISC	miscellaneous
MTL	metal
NIC	not in contract
NOM	nominal
NTS	not to scale
OC	on-center
OPNG	opening
OPP	opposite
OS	outside diameter
O	over
FD	owner supplied & contractor installed
OSOI	owner supplied & owner installed
PT	paint
PLAM	plastic laminate
PLY	plywood

General Abbreviations

Abbr	Description
PRE-FIN	prefinished
PVC	polyvinyl chloride
QTY	quantity
RB	rubber (vinyl) base
REF	reference
REINF	reinforce (ing, ed)
REV	revision
RO	rough opening
SC	solid core
SCH	schedule
SCW	solid core wood
SCHED	schedule (ed)
SHT	sheet
SIM	similar
SPEC'D	specified
SPEC	specifications
SQ	square
STD	standard
STOR	storage
STRUCT	structural (dwgs, specs)
SYS	system
SV	sheet vinyl
TD	trench drain
TEL	telephone
T&G	tongue & groove
TOW	top of wall
TO	top of...
TYP	typical
UNFIN	unfinished
UNO	unless noted otherwise
VB	vapor barrier
VCT	vinyl composite tile
VER	verify
VERT	vertical
VIF	verify in field
WC	water closet
WD	wood
WD	washer & dryer
WB	wood base
WH	water heater
WJ	with
W/O	without
DW	dishwasher
ZZ	zero zamboni
ZZ	zipping zephyr

SHEET INDEX

No.	Revision	Date
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M0.01	MECHANICAL LEGEND AND SCHEDULES	
M0.02	MECHANICAL SCHEDULES	
M0.03	MECHANICAL SPECIFICATIONS	
M0.04	MECHANICAL SPECIFICATIONS	
M1.01	HVAC REMODEL PLAN - BASEMENT, LEVEL 1, AND LEVEL 2	
M1.02	MECHANICAL REMODEL PLAN - LEVEL 3 AND ROOF	
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E2.01	LIGHTING PLANS	
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E6.00	RISER DIAGRAM AND PANEL SCHEDULES	
E9.00	ELECTRICAL SCHEDULES AND SPECIFICATIONS	

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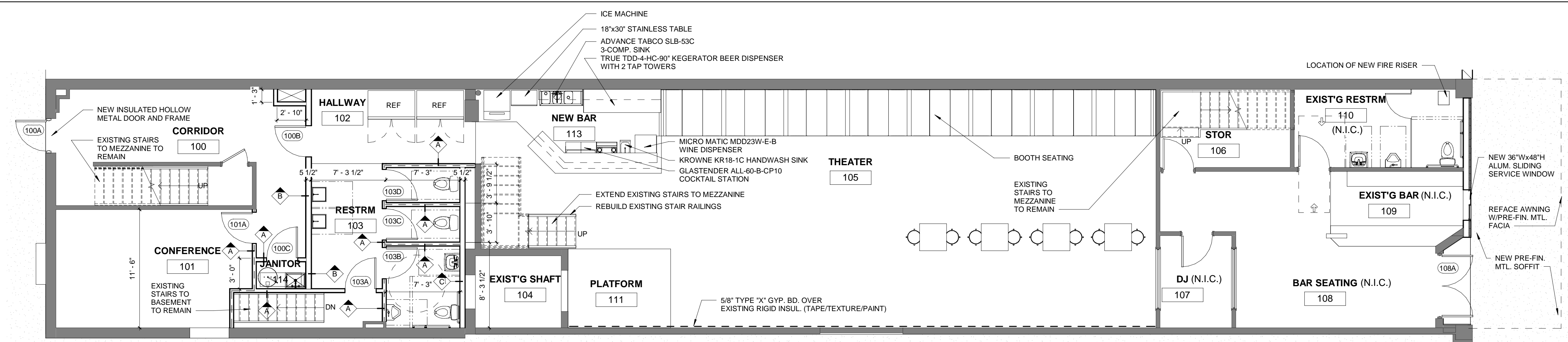
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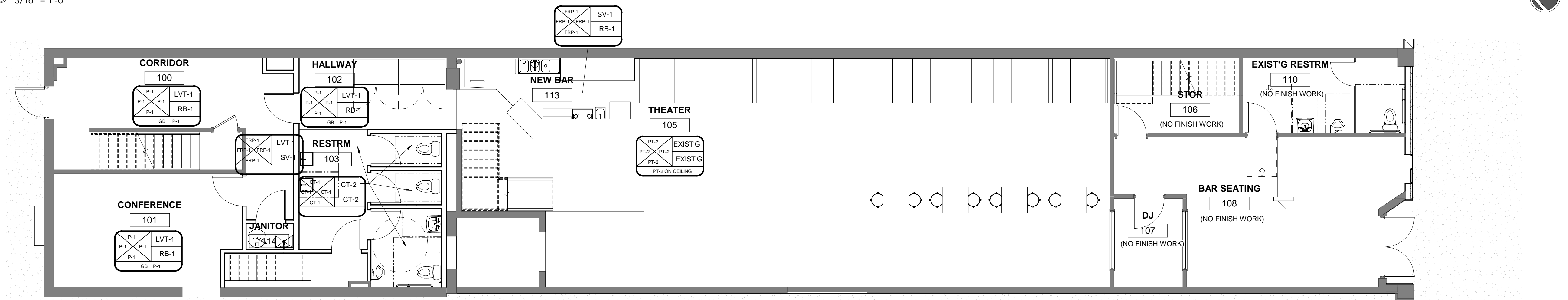
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SHEET NUMBER:	CVR



1 LEVEL 1 RENOVATION PLAN
3/16" = 1'-0"

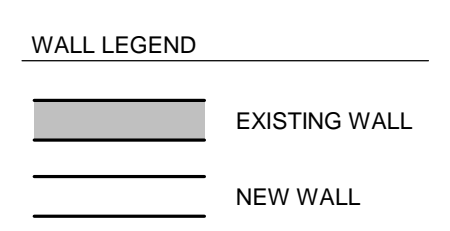


2 LEVEL 1 FINISH PLAN
3/16" = 1'-0"

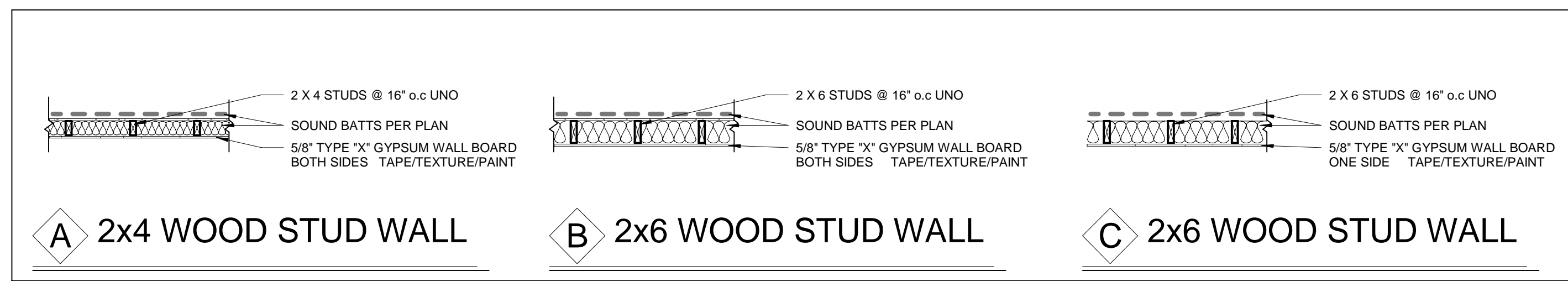
Door No.	Width	Height	Fire Rating	Hardware Group	Panel Properties			Frame Properties		Comments
					Panel Type	Panel Material	Panel Finish	Insulated Panel	Frame Type	
100A	3'-0"	7'-0"	-	PANIC, CLOSER, WEATHERSTRIPPING, THRESHOLD	A	HM	PAINT	Yes	1	PAINT
100B	3'-0"	6'-6"		PANIC, CLOSER	A	WD	STAIN		2	STAIN
100C	3'-0"	6'-6"		STOREROOM	A	WD	STAIN		2	STAIN
101A	3'-0"	6'-6"		CLASSROOM	A	WD	STAIN		2	STAIN
102A	3'-0"	6'-6"		STOREROOM, CLOSER	A	WD	STAIN		2	STAIN
103B	3'-0"	6'-6"		PRIVACY	A	WD	STAIN		2	STAIN
103C	3'-0"	6'-6"		PRIVACY	A	WD	STAIN		2	STAIN
103D	3'-0"	6'-6"		PRIVACY	A	WD	STAIN		2	STAIN
108A	6'-0"	7'-0"		PANIC, CLOSER, WEATHERSTRIPPING, THRESHOLD	B	ALUM	MANF	Yes	3	MANF
Y	6'-0"	7'-0"		PANIC, CLOSER, WEATHERSTRIPPING, THRESHOLD	B	ALUM	MANF	Yes	3	MANF

Room Name	Room Number	Area	Level	Occupant Load Factor	Occupancy
CORRIDOR	100	284 SF	LEVEL 1 RENOVATION PLAN	0	
CONFERENCE	101	211 SF	LEVEL 1 RENOVATION PLAN	15	15
HALLWAY	102	112 SF	LEVEL 1 RENOVATION PLAN	0	
RESTRM	103	84 SF	LEVEL 1 RENOVATION PLAN	0	
EXIST'G SHAFT	104	62 SF	LEVEL 1 RENOVATION PLAN	0	
THEATER	105	1275 SF	LEVEL 1 RENOVATION PLAN	15	86
STOR	106	98 SF	LEVEL 1 RENOVATION PLAN	300	1
DJ	107	63 SF	LEVEL 1 RENOVATION PLAN	100	1
BAR SEATING	108	264 SF	LEVEL 1 RENOVATION PLAN	15	18
EXIST'G BAR	109	90 SF	LEVEL 1 RENOVATION PLAN	100	1
EXIST'G RESTRM	110	124 SF	LEVEL 1 RENOVATION PLAN	0	
PLATFORM	111	77 SF	LEVEL 1 RENOVATION PLAN	50	2
NEW BAR	113	101 SF	LEVEL 1 RENOVATION PLAN	100	2
JANITOR	114	13 SF	LEVEL 1 RENOVATION PLAN	300	1

Grand total: 14 126



OCCUPANCY: ASSEMBLY GROUP A-2
TYPE OF CONSTRUCTION: TYPE III-B



WALL TYPES
1/2" = 1'-0"

GENERAL WALL TYPES NOTES:

- IF NO INDICATION IS GIVEN FOR WALL STUD SPACING, ASSUME 16" o.c.
- VERIFY ALL SHEATHING, FASTENER, AND STUD SPACING REQUIREMENTS WITH STRUCTURAL REQUIREMENTS. IF DISCREPANCY, STRUCTURAL TAKES PRIORITY. IF DISCREPANCY EXISTS AT FIRE RATED ASSEMBLIES CONSULT ARCHITECT FOR CLARIFICATION PRIOR TO FRAMING.
- FIRE RATED ASSEMBLIES TO COMPLY WITH GA - 600 - 2012 FIRE RESISTANCE DESIGN MANUAL. SEE SECTION -07 84 00 FOR ADDITIONAL REQUIREMENTS. HEAVY DASHED LINE IN PLAN INDICATES SOUND BATT INSULATION. ALL ACOUSTICALLY RATED ASSEMBLIES TO EXTEND TO BOTTOM OF STRUCTURE.
- SUBSTITUTE 5/8" TILE BACKER BOARD AT ALL TILE LOCATIONS, COORDINATE WITH ALT #2.
- TAG INDICATES FULL HEIGHT WALL; EXTEND TO BOTTOM OF STRUCTURE AND TERMINATE
- TAG INDICATES PARTIAL HEIGHT WALL; EXTEND TO HEIGHT INDICATED IN TAG. IF NO HEIGHT IS INDICATED EXTEND 2' ABOVE FINISHED CEILING

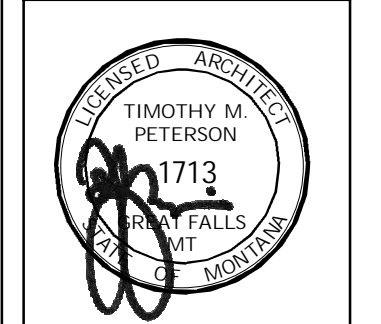
CURRENTLY ADOPTED AND APPLICABLE CODES:

- INTERNATIONAL BUILDING CODE, 2021 EDITION
- UNIFORM PLUMBING CODE, 2021 EDITION
- INTERNATIONAL MECHANICAL CODE, 2021 EDITION
- INTERNATIONAL FUEL GAS CODE, 2021 EDITION
- NATIONAL ELECTRICAL CODE, 2020 EDITION
- INTERNATIONAL ENERGY CONSERVATION CODE, 2021 EDITION

IN ADDITION: ALL THE ABOVE LISTED CODES ARE AMENDED BY THE ADMINISTRATIVE RULES OF MONTANA, TITLE 24 CHAPTER 301

INTERNATIONAL EXISTING BUILDING CODE, 2021 EDITION

LPW ARCHITECTURE
www.lpwarchitecture.com
PHONE | 406.771.0770
15 FIFTH ST. SOUTH
GREAT FALLS | MT 59401



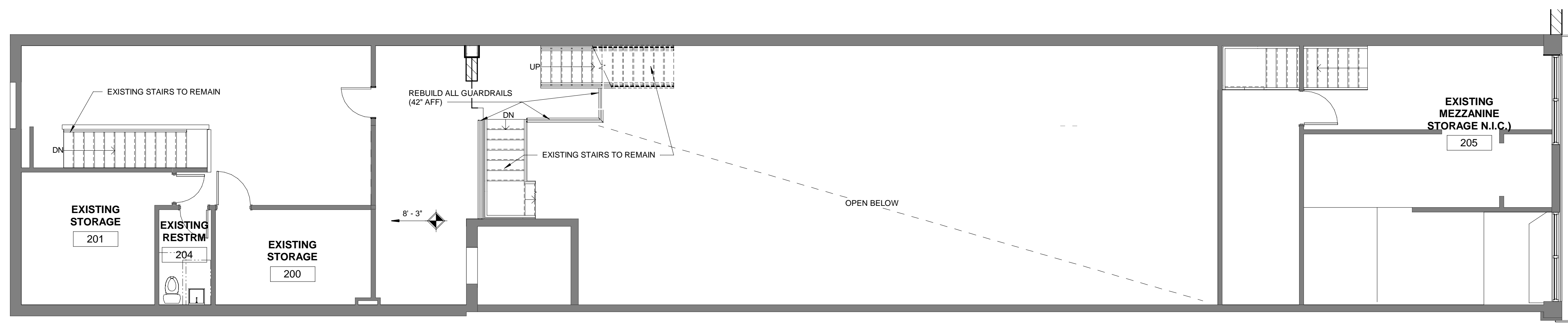
KELLERGEIST PUB THEATER RENOVATION
111 CENTRAL AVE
GREAT FALLS, MT 59401
MAIN FLOOR RENOVATION PLANS

Revision Schedule		
No.	Revision	Date

Submittal Schedule		
No.	Submittal	Date

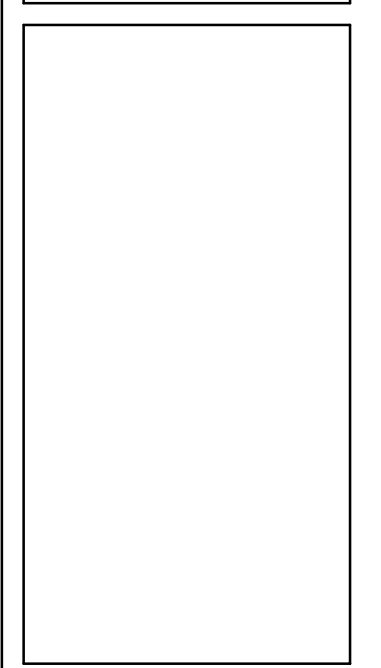
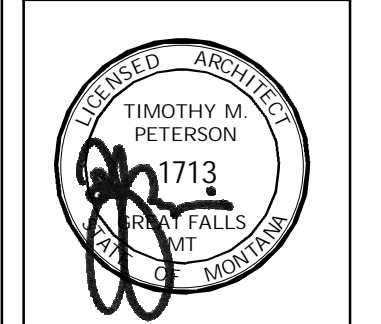
THIS DRAWING IS THE PROPERTY OF THE ARCHITECT. IT HAS BEEN PREPARED SPECIFICALLY FOR THIS SITE AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. LOCATION OR OWNED WITHOUT WRITTEN CONSENT OF THE ARCHITECT.
© 2021 LICENSEE PAGE MEMBER, P.C.

DRAWN BY: TMP
CHECKED BY: TMP
DATE: 3/20/2023
PROJECT NUMBER: 17-050
SHEET NUMBER: A1.0



① LEVEL 2 RENOVATION PLAN
 3/16" = 1'-0"

LPW
ARCHITECTURE
 www.lpwarchitecture.com
 PHONE | 406.771.0770
 15 FIFTH ST. SOUTH
 GREAT FALLS | MT 59401



KELLERGEIST PUB THEATER RENOVATION
 111 CENTRAL AVE
 GREAT FALLS, MT 59401
 SECOND FLOOR RENOVATION PLAN

Revision Schedule		
No.	Revision	Date

Submittal Schedule		
No.	Submittal	Date

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DRAWN BY:	TMP
CHECKED BY:	TMP
DATE:	03/20/23
PROJECT NUMBER:	17-050
SHEET NUMBER:	A1.1

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is dated as of _____, 2023 (this “**Agreement**”), among 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**”), created 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 proposes to remodel a historic downtown building at 111 Central Avenue in the District, which shall consist of repair 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, as further described on Exhibit B hereto (the “**Project Improvements**”), which will enhance security and improve a vacant building in the District as well as attract visitors to the District ; and

WHEREAS, the City has determined that it is appropriate to reimburse the Developer for the costs of the Project Improvements with Tax Increment (as defined herein), subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Commission, pursuant to Resolution 10523, duly adopted on August 1, 2023, after a duly called and noticed public hearing thereon authorized the City to enter into this Agreement which sets forth the obligations and commitments of the City and the Developer with respect to the Project, the Project Improvements and the Tax Increment.

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:

Section 1. Definitions; Rules of Interpretation; Exhibits.

1.1. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise, the following terms have the meanings assigned to them, respectively:

“Environmental Laws and Regulations” means and includes the Federal Comprehensive Environmental Compensation Response and Liability Act (“CERCLA” or the “Federal Superfund Act”) as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”), 42 U.S.C. §§ 9601 et seq.; the Federal Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 U.S.C. §§ 6901 et seq.; the Clean Water Act, 33 U.S.C. § 1321 et seq.; and the Clean Air Act, 42 U.S.C. §§ 7401 et seq., all as the same may be from time to time amended, and any other federal, State, county, municipal, local or other statute, code, law, ordinance, regulation, requirement or rule which may relate to or deal with human health or the environment including without limitation all regulations promulgated by a regulatory body pursuant to any such statute, code, law or ordinance.

“Land” means the real property and interests in real property as described in Exhibit A hereto.

“Land Use Regulations” means all federal, State and local laws, rules, regulations, ordinances and plans relating to or governing the development or use of the Land or the Project.

“Ordinance” means Ordinance No. 3088 adopted on May 15, 2012 (as such may be further amended and supplemented from time to time).

“Person” means any individual, corporation, partnership, joint venture, association, committee, limited liability company, limited liability partnership, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

“Tax Increment” shall mean tax increment (as defined in the Act) from the District.

“Unavoidable Delay” means a delay resulting from a cause over which the party required to perform does not have control and which cannot or could not have been avoided by the exercise of reasonable care, including but not limited to acts of God, accidents, war, civil unrest, embargoes, strikes, unavailability of raw materials or manufactured goods, litigation and the delays of the other party or its contractors, agents or employees in the performance of their duties under or incident to this Agreement.

1.2. Rules of Interpretation.

(a) The words “herein,” “hereof” and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than to any particular section or subdivision hereof.

(b) References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed unless otherwise indicated.

(c) “Or” is not exclusive but is intended to contemplate or encompass one, more or all of the alternatives conjoined.

1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement:

Exhibit A—Legal Description of the Land and Map Thereof

Exhibit B—Project Improvements requested from TIF and overall Project Costs

Exhibit C—Form of Developer Requisition Form

Section 2. Developer Representations. The Developer hereby represents as follows:

(a) The Developer is a Montana limited liability company, duly formed, validly existing and in good standing under the laws of the State of Montana (the “**State**”) and is duly qualified to do business in the State. The Developer has the power to enter into this Agreement and by all necessary limited liability company action has duly authorized the execution and delivery of this Agreement.

(b) The representations and warranties of the Developer in its Application are true and correct as of the date hereof.

(c) The Developer has good marketable title to the Land, free and clear of all liens, encumbrances and defects except such as do not materially affect the value of the Land or materially interfere with the use made and proposed to be made of the Land by the Developer.

(d) The Developer estimates the total amount of TIF funds requested is \$263,500, as described in Exhibit B hereto and the Developer has the financial capability and/or financing commitments to complete the Project.

(f) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prohibited or limited by, conflicts with or results in a breach of the terms, conditions or provisions of the certificate of formation or partnership agreement of the Developer or any evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(g) There is no action, suit, investigation or proceeding now pending or, to the knowledge of the Developer, threatened against or affecting the Developer or its business, operations, properties or condition (financial or otherwise) before or by any governmental department, commission, board, authority or agency, or any court, arbitrator, mediator or grand jury, that could, individually or in the aggregate, materially and adversely affect the ability of the Developer to complete the Project.

Section 3. Developer's Undertakings.

3.1. Construction and Maintenance of Project. The Developer hereby agrees and commits to the City that it will diligently prosecute to completion the design and construction of the Project in accordance with the Application, this Agreement, the plans submitted to the City and all applicable federal, State and local laws, rules, regulations and ordinances relating to or governing the development or use of the Project, including applicable Land Use Regulations and Environmental Laws and Regulations. The total request for TIF funds is shown on Exhibit B hereto. The Developer has the financial capacity to complete the Project, and the Developer agrees to pay all such costs thereof. If there is an increase in the costs of the Project from that shown on Exhibit B hereto, the Developer shall notify the City of the increase and and be required to amend this agreement if more funds are sought. At all times during the term of this Agreement, the Developer will operate and maintain, preserve and keep the Project or cause the Project to be operated, maintained, preserved and kept for the purposes for which it was constructed, and with the appurtenances and every part and parcel thereof, in good repair and condition. The Developer agrees to permit the City and any of its officers, employees or agents access to the Land for the purpose of inspection of all work being performed in connection with the Project.

3.2. Preparation, Review and Approval of Construction Plans. In connection with the Project, the Developer, at its sole expense, shall prepare and submit construction plans, drawings, and related documents for each portion of the Project to the appropriate City officials for architectural, engineering or land use review and written approval or permits. The Developer acknowledges that no review or approval by City officials may be in any way construed by the Developer to replace, override or be in lieu of any required review, inspection, or approval by the City Building Office, or any other building construction official review or approvals required by any State laws or local ordinances or regulations.

3.3. Competitive Bidding; Prevailing Wage Rates; and Preference for Montana Residents. The Developer understands that the City is obligated to follow certain laws with respect to the expenditure of public funds, which includes Tax Increment. The Developer agrees that in the awarding of contracts or subcontracts for the Project Improvements that (i) it will cause its contractor to competitively bid the contracts and subcontracts for each of those components; (ii) the Developer and its contractor and subcontractors will pay Prevailing Wage Rates on such contracts or subcontracts related to the Project Improvements; (iii) the Developer and its contractor and subcontractors will give preference to the employment of bona fide residents of the State, as required by Montana Code Annotated Section 18-2-403 and as such term is defined by Montana Code Annotated Section 18-2-401(1) and the Administrative Rules of the State, including but not limited to A.R.M. 24.17.147, obliging the Developer and its contractor and subcontractors to hire 50% bona fide Montana residents with respect to the installation and construction of the Project Improvements; and (iv) when making assignments of work, the Developer and its contractor and subcontractors will use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned. The Developer will provide to the City all documentation requested to verify the compliance of the Developer and its contractor and subcontractors with the foregoing requirements. Failure of the Developer and its contractor and subcontractors to pay the Prevailing Wage Rates with respect to the Project Improvements shall be considered a breach of this Agreement and the City shall be

entitled to exercise any and all measures to assure compliance and retroactive compensation plus interest to employees not paid in accordance with this Agreement, and recovery of any penalty or fine assessed by the State attributed to any failure to pay Prevailing Wage Rates. Additionally, the Authority acknowledges that a violation of these requirements shall result in the City not being able to pay or reimburse the Authority for costs of the Project Improvements. Montana Prevailing Wage Rate for public works projects are published from time to time by and available from the Montana Department of Labor and Industry, Research and Analysis Bureau, P.O. Box 1728, Helena, Montana 59624, telephone number (800) 541-3904; applicable Federal Prevailing Wage Rates for public works projects are published from time to time by and available from <https://www.dol.gov/whd/govcontracts/PrevailingWageResources.htm>.

3.4. Utilities. The Developer shall not interfere with, or construct any improvements over, any public street or utility easement without the prior written approval of the City. All connections to public utility lines and facilities shall be subject to approval of the City and any private utility company involved. The Developer at its own expense shall replace any public facilities or utilities damaged during the Project by the Developer or its agents or by others acting on behalf of or under their direction or control of the Developer or its agents.

3.5. Permits; Environmental Laws and Regulations. The Developer will obtain in a timely manner all required permits, licenses and approvals, and will meet all requirements of all federal, State and local laws, rules, regulations and ordinances, which must be obtained or met in connection with the acquisition and construction of the Project and the Project Improvements. The Developer will comply in all material respects with all Environmental Laws and Regulations applicable to the construction, acquisition and operation of the Project and the Project Improvements, obtain any and all necessary environmental reviews, licenses or clearances under, and comply in all material respects with, Environmental Laws and Regulations.

3.6. Nondiscrimination. The Developer agrees that all hiring by the Developer and its contractors and 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.

3.7. Worker's Compensation Insurance. The Developer shall provide in all construction contracts with respect to the Project and the Project Improvements that each contractor and subcontractor is to be covered by a Worker's Compensation insurance program with the State, a private insurance carrier, or an approved self-insurance plan in accordance with State law.

Section 4. Reimbursement.

4.1. Reimbursement Obligation. Subject to the provisions of this Section 4, the City shall reimburse the Developer for costs of the Project Improvements in an amount equal to the actual costs thereof; *provided, however*, that the reimbursement for the Project Improvements shall not exceed \$263,500 in the aggregate. The obligation of the City to reimburse the Developer for costs of the Project Improvements shall be further subject to (i) the approval and acceptance by the City of the Project Improvements and the respective costs thereof and (ii) the

availability, in the sole discretion of the City, of sufficient Tax Increment for purposes of such reimbursement. The Developer understands and agrees that the City currently has, and may in the future have, binding commitments with respect to the use of Tax Increment and the reimbursement obligations of the City hereunder shall not have priority over any such other binding commitments. Notwithstanding anything herein to the contrary, if the Developer's conditions to reimbursement set forth in this Section 4 are not satisfied by December 31, 2024, the City shall have no obligation to reimburse the Developer for costs of the Project Improvements.

4.2. Reimbursement Limitations and Conditions. Reimbursement for costs of the Project Improvements will be based on actual paid invoices for incurred costs provided by the Developer. The City may reject any invoice amounts to the extent not related to Project Improvements. The parties hereto agree that the City will not be required to reimburse the Developer for the Project Improvements unless:

(a) all of the representations of the Developer as set forth in Section 2 hereof are true and correct;

(b) the Developer is not in breach of any covenant or undertaking as set forth in Section 3 hereof as of the time of such reimbursement; and

(c) a certificate signed by Developer in substantially the form attached as Exhibit C hereto shall accompany any invoices or requests for reimbursement by the City (the "**Developer Requisition Form**").

Within 30 days of receipt from Developer of a Developer Requisition Form, the City shall issue a check payable to Developer in the amount thereby requested pursuant to the terms and conditions of this Agreement or shall otherwise communicate with Developer regarding the remaining conditions to reimbursement set forth in this Section 4 to be satisfied by Developer prior to such check being issued.

Section 5. Sources of Repayment; Covenants to Pay Taxes.

5.1. Taxes. The Developer shall pay or cause to be paid when due and prior to the imposition of penalty all Taxes and all installments of any special assessments payable with respect to the Land and the Project and any improvements thereto or extension thereof.

5.2. Maintenance of Land and Project. Developer agrees to use commercially reasonable efforts to maintain and operate the Land and the Project so as to be able at all times to pay promptly and when due all property taxes levied with respect to the Land and the Project.

Section 6. Release, Indemnification and Insurance.

6.1. Release and Indemnification. The Developer releases the City and all Commission members, officers, agents, servants and employees thereof (the "**Indemnified Parties**") from, and covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties against, any loss, damage, cost (including reasonable attorneys' fees), claim, demand, suit, action or other proceeding

whatsoever (i) arising or purportedly arising out of, or resulting or purportedly resulting from, the acquisition and construction of the Project and the Project Improvements, any violation by the Developer of any agreement, condition or covenant of this Agreement, the ownership, maintenance and operation of the Project, or the presence on any portion of the Land, of any dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances or (ii) which is caused by the Developer or its officers, agents, contractors, consultants or employees; except that such indemnification shall not apply to the extent that the loss, damage or cost is determined by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of the Indemnified Party.

6.2. Insurance. As long as Developer owns the Project, Developer shall keep and maintain the Project at all times insured against such risks and in such amounts, with such deductible provisions, as are customary in connection with facilities of the type and size comparable to the Project, and the Developer shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for direct damage insurance covering all risks of loss (which need not include flood or seismic), including, but not limited to, the following:

1. fire
2. extended coverage perils
3. vandalism and malicious mischief
4. boiler explosion (but only if steam boilers are present)
5. collapse

on a replacement cost basis in an amount equivalent to the Full Insurable Value thereof. “**Full Insurable Value**” shall include the actual replacement cost of the Project, without deduction for architectural, engineering, legal or administrative fees or for depreciation. The policies required by this Section 6.2 shall be subject to a no coinsurance clause or contain an agreed amount clause, and may contain a deductibility provision not exceeding \$100,000.

Subject to the terms of any mortgage relating to the Project, policies of insurance required by this Section 6.2 shall insure and be payable to Developer, and shall provide for release of insurance proceeds to Developer for restoration of loss. The City shall be furnished certificates showing the existence of such insurance. In case of loss, the Developer is hereby authorized to adjust the loss and execute proof thereof in the name of all parties in interest.

During construction of the Project, any and all of the foregoing insurance policies may be maintained by the Developer’s contractor; *provided* that once the Project is placed into service, Developer shall maintain all of the foregoing insurance policies.

Section 7. General Provisions.

7.1. Conflicts of Interest; City’s Representatives Not Individually Liable. No member, officer, agent, servant or employee of the City shall have any personal interest, direct or indirect, in this Agreement, the Project or the Project Improvements, nor shall any such member, officer or employee participate in any decision relating to this Agreement that affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is,

directly or indirectly, interested. No member, officer or employee of the City shall be personally liable to Developer in the event of any default under or breach of this Agreement by the City, or for any amount that may become due to Developer for any obligation issued under or arising from the terms of this Agreement.

7.2. Rights Cumulative. The rights and remedies of the parties hereto, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party hereto of any one or more of such remedies shall not preclude the exercise by such party, at the same or different times, of any other remedy for the same default or breach or of any of its remedies for any other default or breach of the party subject to the limitation of remedies provided herein. No waiver made by such party with respect to the performance or the manner or time thereof, of any obligation under this Agreement, shall be considered a waiver with respect to the particular obligation of the other party or a condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any obligations of the other party. Delay by a party hereto instituting or prosecuting any cause of action or claim hereunder shall not be deemed a waiver of any rights hereunder.

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, 2024, 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.

7.4. Limitation on City Liability. No agreements or provisions contained in this Agreement nor any agreement, covenant or undertaking by the City contained in this Agreement or any other document executed by the City in connection with the Project Improvements will give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers, or will obligate the City financially in any way except with respect to the Tax Increment. No failure of the City to comply with any term, condition, covenant or agreement herein will subject the City to liability for any claim for damages, costs or other financial or pecuniary charge except to the extent that the same can be paid or recovered from the Tax Increment; and no execution on any claim, demand, cause of action or judgment will be levied upon or collected from the general credit, general funds or taxing powers of the City (except as such constitute Tax Increment). Nothing herein will preclude a proper party in interest from seeking and obtaining specific performance against the City for any failure to comply with any term, condition, covenant or agreement herein; *provided* that no costs, expenses or other monetary relief will be recoverable from the City except as may be payable from the Tax Increment.

7.5. Notices. All notices, certificates or other communications required to be given to the City or the Developer hereunder will be sufficiently given and will be deemed given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows:

If to the City: City of Great Falls
P.O. Box 5021
Great Falls, Montana 59403
Attn: Fiscal Services Director

If to the Developer: Context, LLC
124 13th Ave S
Great Falls, Montana 59405
Attn: Matthias and Jolene Schalper

The City and the Developer, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications should be sent.

7.6. Assignment. This Agreement is unique between the City and the Developer and no party may assign any rights or privileges or delegate any duties or obligations under this Agreement without first obtaining the written consent of the other parties hereto.

7.7. Binding Effect. The right and obligations set forth in this Agreement shall inure to the benefit of and will be binding upon the City and the Developer and their respective successors and assigns.

7.8. Prior Agreements. This Agreement supersedes, merges and voids any and all prior discussions, negotiations, agreements and undertakings between the parties hereto with respect to the subject matter of this Agreement. The parties waive and release each other from any claims, actions, or causes of action that relate in any manner to any prior discussions, negotiations, agreements and undertakings between the parties with respect to the subject matter of this Agreement.

7.9. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

7.10. Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified only by written amendment authorized and executed by the City and the Developer.

7.11. Governing Law. This agreement and the legal relations between the parties hereto will be governed by and construed in accordance with the laws of the State of Montana, without giving effect to any choice of law statutes, rules, or principles. All legal actions arising from this Agreement shall be filed in the District Court of the State of Montana in and for Cascade County, Montana or in the United States District Court with jurisdiction in Cascade County, Montana.

7.12. Further Assurances and Corrective Instruments. The City and the Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as

may reasonably be required for correcting any inadequate or incorrect description of the Project or the Infrastructure Improvements or for carrying out the expressed intention of this Agreement.

7.13. Execution Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

7.14. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope of intent of any provisions or Sections of this Agreement.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the ____ day of _____, 2023.

CITY OF GREAT FALLS, MONTANA

[SEAL]

By _____
Gregory T. Doyon, City Manager

Attest:

City Clerk

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

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

CONTEXT, LLC

Name: Matthias Schalper
Title:

Name: Jolene Schalper
Title:

STATE OF _____)
: ss.
County of _____)

This instrument was acknowledged before me on _____, 2023 by
Matthias and Jolene Schalper of CONTEXT, LLC, on behalf of said limited liability company.

(Notarial Seal)

Printed Name: _____
Notary Public for the State of Montana
Residing at _____, Montana
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND AND MAP THEREOF

Lots 12, Block 312, Great Falls Original Townsite, Section 12, Township 20 N, Range 3 E, P.M.
Cascade County, Montana

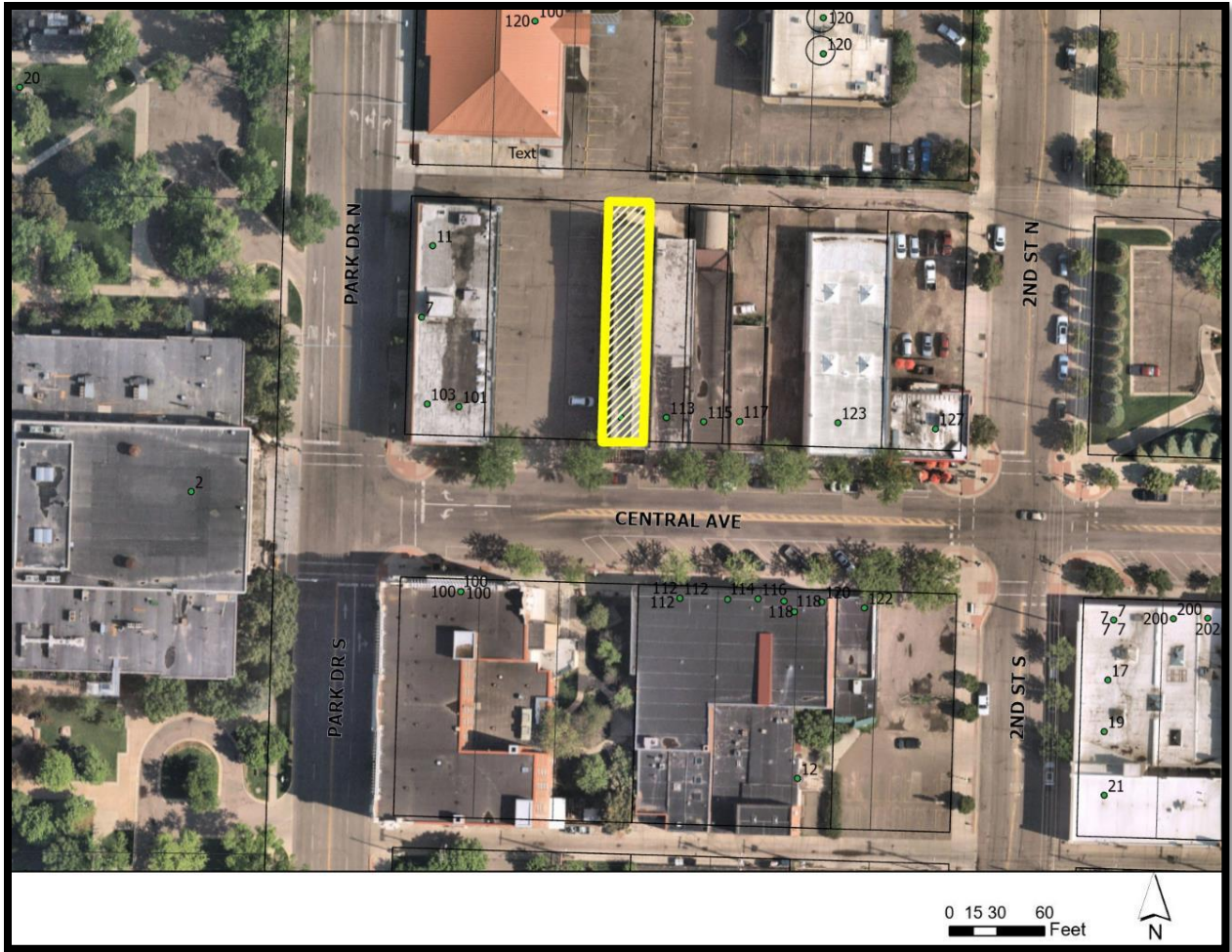


EXHIBIT B
PROJECT IMPROVEMENTS

	<u>Estimated Costs</u>
1. Improvements	\$233,500
2. Design	\$30,000
Subtotal	\$ 263,500

TOTAL PROJECT DEVELOPMENT COSTS

The total project development cost is the cost to develop the entire project/site, and should include the cost of the TIF improvements.

Land and Site Preparation Improvements (Itemized)

1. <u>Value of Land</u>	\$ <u>60,000</u>	
2. _____	\$ _____	
3. _____	\$ _____	
4. _____	\$ _____	
5. _____	\$ _____	
Subtotal		\$ <u>67,500</u>

Construction/Rehabilitation Costs (Use general construction trade divisions)
(Total value of improvements)

1. <u>Sitework & General</u>	\$ <u>190,885</u>	
2. <u>Concrete</u>	\$ <u>56,150</u>	
3. <u>Interior Work</u>	\$ <u>363,380</u>	
4. <u>Openings</u>	\$ <u>86,230</u>	
5. <u>Fire Supression</u>	\$ <u>150,000</u>	
6. <u>Mechanical</u>	\$ <u>375,100</u>	
7. <u>Design Fees</u>	\$ <u>80,000</u>	
Subtotal		\$ <u>\$1,301,745</u>

Equipment Costs
(Total value of equipment)

1. <u>Security Equipmt.</u>	\$ <u>11,000</u>	
2. <u>Bar Equipmt.</u>	\$ <u>45,000</u>	
3. <u>Stage & Light Equipmt.</u>	\$ <u>55,000</u>	
4. _____	\$ _____	
5. _____	\$ _____	
Subtotal		\$ <u>111,000</u>

Total Project Development Costs \$ \$1,480,245

EXHIBIT C

FORM OF DEVELOPER REQUISITION FORM

TO: City of Great Falls, Montana (the “City”)

FROM: Context, LLC (the “Developer”)

SUBJECT: Reimbursements for Project Improvements

This represents Developer Requisition Form No. _____ in the total amount of \$_____ for payment of the Project Improvements.

The undersigned, as Authorized Developer Representative, intends that this certificate will satisfy the requirements of Section 4.2(c) of the Development Agreement, dated as of [____], 2023 between the City and the Developer (the “Agreement”), and does hereby certify on behalf of the Developer that:

(a) the expenditures for which reimbursement is requested are listed in summary form in the attached schedule;

(b) the amounts requested have been paid by the Developer for property or to contractors, subcontractors, materialmen, engineers, architects or other persons who will perform or have performed necessary or appropriate services or will supply or have supplied necessary or appropriate materials for the acquisition, construction, renovation, equipping and installation of the Project Improvements, as the case may be, and that, to the best of my knowledge, the fair value of such property, services, or materials is not exceeded by the amounts requested to be paid;

(c) the cost of work to be reimbursed has been competitively bid and the contractor or subcontractor has paid the Montana prevailing wage for such work;

(d) no part of the several amounts requested to be reimbursed, as stated in this certificate, has been or is the basis for the payment or reimbursement of any money in any previous or pending request; and

(e) the reimbursement of the amounts requested will not result in a breach of any of the covenants of the Developer contained in the Agreement.

Dated: _____, 2023__

Context, LLC

By: _____
Name: _____
Title: _____

Schedule to Developer Certificate No. _____

Payee

Purpose

Amount



Commission Meeting Date: August 1, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Final Plat for West Ridge Phase X, legally described as West Ridge Addition, Phase X of Peretti Addition Tract 2, located in the SE ¼ Section 26, Township 21 North, Range 3 East, PMM, City of Great Falls, Cascade County, MT

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

Initiated By: S & L Development

Presented By: Tom Micuda, Interim Director, Planning and Community Development

Action Requested: Approval of West Ridge Phase X Final Plat

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the final plat of West Ridge Phase X as legally described in the Staff Report, and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant.”

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

Staff Recommendation: At the conclusion of its meeting held on July 11, 2023, the Planning Board recommended that the City Commission approve the applicant’s request for final plat. In addition, staff recommends approval of the final plat with conditions.

Conditions of Approval:

1. **General Code Compliance.** The proposed project shall be developed consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. **Recorded Plat.** The applicant is required to record the Final Plat of the subject property which shall incorporate corrections of any errors or omissions noted by staff.
3. **Utilities.** The final as-built record drawings for public improvements for the subject property shall be submitted to the City Public Works Department. Additionally, the Owner remains responsible for the permanent stormwater facility that will be privately owned and maintained and will be required to be sized with each phase based on the drainage area, including the public rights-of-way. Alterations to the facility may be required through each phase based on this requirement.
4. **Land Use & Zoning.** Except as provided herein, development of the property shall be consistent with allowed uses and specific development standards for this Planned Unit Development (PUD) zoning district designation.

5. **Fees.** The applicant is required to pay all fees specified in the Supplement Improvement Agreement, including the Storm Drain Fee, Sewer Lift Station Fee, and the Park Fee.
6. **Subsequent modifications and additions.** If the owner proposes to expand or modify the use, buildings, and/or structures, the Director of Planning and Community Development shall determine in writing if such proposed change would alter the finding for one or more review criteria. If such proposed changes would alter a finding, the proposal shall be submitted for review as a new development application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.

Background: The subject property is located along 42nd Avenue Northeast between Thaniel Addition and 4th Street Northeast. The subject property is 12.62 acres, and will consist of future phases of West Ridge Addition. The subdivision proposal is for Phase X, of an originally proposed eleven phase development that has been, and will be, platted over a number of years. The City Commission approved the annexation of the entire subject property, assigning R-3 Single-family high density zoning on August 18, 2015. At the request of the applicant, the City Commission adopted Ordinance 3151 on February 21, 2017, approving the rezone of the property to Planned Unit Development (PUD) to give the applicant the ability to construct 2-unit townhomes. On October 4, 2022 the City Commission adopted Ordinance 3250, approving an amendment to the PUD to give the applicant the ability to construct 4-plex multi-family units.

The Preliminary Plat request for West Ridge Phase X was approved by the City Commission on October 4, 2022. Since that time, the applicant received an infrastructure permit to initiate construction of the public utilities and street network. The applicant is now ready to file the final plat of the subdivision and start selling lots for development.

Final Plat Request: The applicant is proposing to proceed with Phase X of West Ridge Addition, which will include single-family homes, 2-unit townhomes, and 4-plex multi-family units. This proposed phase would create 40 new lots and 70 total dwelling units. The lots on the final plat range from 8,417 to 8,445 square feet for the 2-unit townhomes, and 10,650 to 11,005 square feet for the single-family lots, all of which are located on 42nd Avenue Northeast between 2nd Street Northeast and 4th Street Northeast. The 4-plex lots west of 2nd Street Northeast range from 13,473 to 13,709 square feet. The proposed 2-unit townhome and single-family lot standards are consistent with the R-3 zoning district requirements as well as the PUD that was approved for the development as part of Ordinance 3151 in November of 2017. The 4-plex lot standards are consistent with the amendment to the PUD that was approved as part of Ordinance 3250 in October of 2022.

The basis for decision to approve, conditionally approve, or deny a proposed subdivision is whether the subdivision application, preliminary plat, applicable environmental assessment, public hearing, planning board recommendations, or additional information demonstrate that development of the proposed subdivision meets the requirements of 76-3-608 MCA. The governing body shall issue written findings of fact that weigh the criteria in of 76-3-608(3) MCA, which are attached as Findings of Fact – Subdivision.

Improvements:

Roadways

Approval of the Phase X final plat will ensure the connection to existing City roadways through the extension of 2nd Street Northeast and 4th Street Northeast. The applicant is also, constructing 42nd Avenue Northeast. These roadways will be constructed to the City's typical 35 foot wide standard, and 60 foot rights-of-way will be provided to set up boulevard-style sidewalks for builders to construct as lots are

sold. These sidewalks will connect to the existing sidewalks and continue to build out the sidewalk network. No changes to the road or sidewalk network are being proposed with this application.

Utilities

Service for the proposed 40 lots will require extension of existing sewer and water mains that currently serve West Ridge Phase IX. The on-site improvements required for the development of the subject property shall be installed as shown on the final construction plans that were approved by the City. The on-site improvements shall include everything required to provide water, sanitary sewer, and stormwater management for each proposed lot. These improvements are being constructed in accordance with the requirements of the City of Great Falls and the supplemental Improvement Agreement that was approved as part of Phase IX.

Stormwater Management

The Improvement Agreement for West Ridge Addition, Phases VII – XI, recorded with the Cascade County Clerk & Recorder’s Office on September 3, 2015, record # R0311745 GFA, outlines the Owner’s permanent and temporary stormwater management requirements in Sections 12.4 and 20. More specifically, that Agreement envisioned the construction of a regional stormwater facility on a separate parcel with a shared cost arrangement between West Ridge, Thaniel Addition, and the City of Great Falls.

As part of the construction of the previous phase (Phase IX), the Owner approached the City to construct a permanent stormwater detention pond on-site that would be a private facility to treat just the West Ridge Addition. The request was approved in 2021 and documented with a Supplement Improvement Agreement. The Owner is constructing this permanent stormwater facility that will be privately owned and maintained and will be required to be upsized, as needed, if additional phases are developed.

Fiscal Impact: The subject property has already been annexed, and services are already provided by the City. The cost of infrastructure improvements are being covered by the Developer per the agreed upon terms of the Supplement Improvement Agreement. The preliminary plat provides an increase in lots, which increases the City’s tax base and increases revenue. Per the 2015 annexation agreement, The City has also invested over \$1.4 million towards a sewer lift station and force main that serves the West Ridge and Thaniel subdivisions. Per the agreement, the city will continue to be reimbursed for the investment as lots are brought to the market. For the remaining phases of West Ridge, the applicant is required to reimburse the City for these sewer improvements on a per acre basis. Additionally, the applicant is required to continue their park in lieu of payments to the Park and Recreation Department.

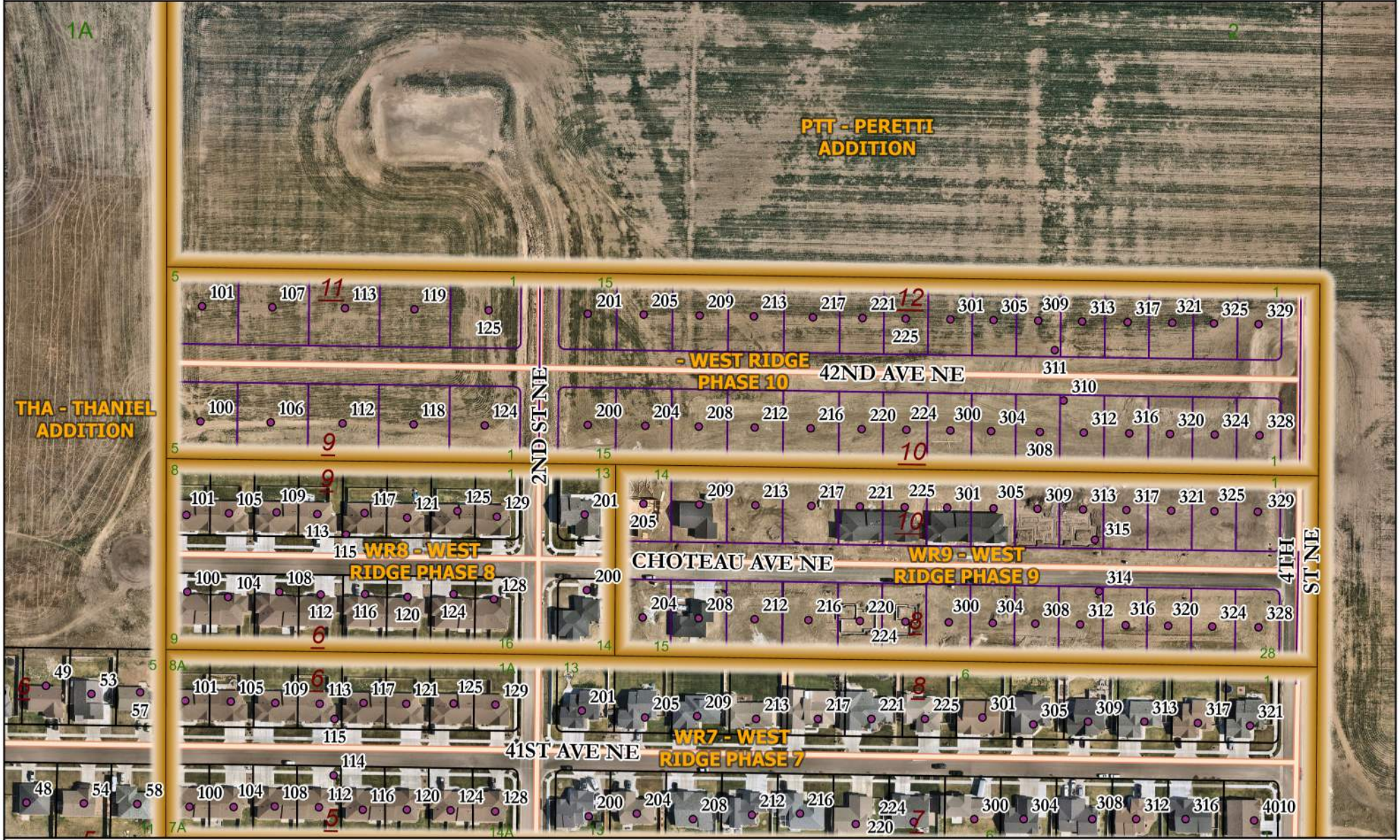
Alternatives: The City Commission could deny the final plat. For such action, the City Commission must provide separate Findings of Fact for the subdivision.

Concurrences: Representatives from the City’s Public Works, Police, Park and Recreation, Legal and Fire Departments have been involved throughout the review and approval process for this project. In particular, there have been extensive discussions with Public Works staff on appropriate storm water management options to address the water quantity and quality impacts associated with further development of both the West Ridge and Thaniel subdivisions.

Attachments/Exhibits:

- Aerial Map – Phase Plan
- Zoning Map
- Findings of Fact – Subdivision
- Final Plat – Phase X

Map Exhibit

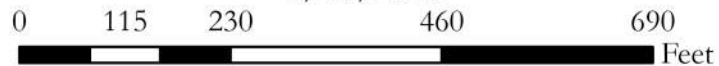


Legend

- City Address
- WR10
- ▭ Subdivisions



5/10/2023




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

Zoning Map



Zoning

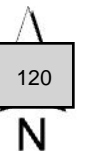
 R-2 Single-family Medium Density

 R-3 Single-family High Density

 PUD Planned Unit Development

 U Unincorporated Enclave

0 112.5225 450 Feet



FINDINGS OF FACT – MONTANA SUBDIVISION AND PLATTING ACT

Final Plat of West Ridge Addition, Phase X of Peretti Addition Tract 2, located in the SE ¼ Section 26, Township 21 North, Range 3 East, PMM, City of Great Falls, Cascade County, MT

(PREPARED IN RESPONSE TO 76-3-608(3) MCA)

PRIMARY REVIEW CRITERIA:

Effect on Agriculture and Agricultural Water User Facilities:

The subject property was used for land crop production prior to annexation. The Improvement Agreement for West Ridge Addition, Phases VII – XI, recorded with the Cascade County Clerk & Recorder's office on September 3, 2015, record # R0311745 GFA, allowed current agricultural uses to continue on the portions of the subject property that are not being actively developed in Section 21. The Supplement to the Improvement Agreement for West Ridge Addition, which supplements the original agreement, also allows current agricultural uses to continue on the portions of the subject property that are not being actively developed.

Agricultural use in the immediate vicinity has decreased due to residential development. There is not an agricultural water use facility in the area that the proposed development will impact. The subject property is in the City limits in a developing neighborhood, and the subdivision does not interfere with agricultural operations in the area.

Effect on Local Services:

Lots in the subdivision will receive service from extended public water and sewer mains through the proposed public rights-of-way from the existing mains from the previous phase. All service lines for water and sanitary sewer will be stubbed to the property line of all proposed lots. The City has installed a lift station and force main to provide sanitary sewer service to the overall West Ridge development and a larger surrounding area, including Thaniel Addition. To compensate the City for these improvements, the Owner will continue to pay the City, per the 2015 Improvement Agreement, a proportionate share for each remaining subdivision phase. This fee will be calculated on a per acre basis. The Owner is also responsible to pay a storm drain fee for each phase in the amount of \$250 per acre as well as a park in lieu of fee. The occupants of the residences within the subdivision will pay regular water and sewer charges.

This subdivision is receiving law enforcement and fire protection service from the City of Great Falls. The nearest fire station is +/-2 miles away from Phase X. Phase X includes the completion of 42nd Avenue Northeast from Thaniel Addition to 4th Street Northeast. With the required turnaround on the west end of 42nd Avenue Northeast, there will be two points of access for emergency services. Providing these services to the subdivision is expected to be a manageable cost to the City, and increased tax revenues from improved properties will assist with increased costs.

The Owner agrees to construct roadways for each phase as required for circulation through the development. Design and installation shall be consistent with City standards and submitted plans approved by the City of Great Falls. Construction of 42nd Avenue Northeast, 2nd Street Northeast,

and 4th Street Northeast shall include curb and gutter. Construction of boulevard style sidewalks will be the responsibility of individual property owners.

Because the subdivision is the latest phase of a previously approved development project and the proposed development will comply with all utility and roadway requirements, there are no negative impacts on local services.

Effect on the Natural Environment:

The subdivision is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. Surface drainage from the subdivision primarily flows to the northwest of the subject property, with a smaller portion flowing due north. The original agreement for the West Ridge and Thaniel Additions required a regional stormwater detention facility to be constructed to serve the subdivisions. The Owner approached the City to construct a permanent stormwater detention pond on-site that will be private to only treat the West Ridge Addition. Details on this facility, including requirements for the pond as well as the maintenance of the private facility, were included in the Supplement Improvement Agreement that was approved in 2021. The on-site facilities will be constructed and maintained to address City requirements.

Effect on Wildlife and Wildlife Habitat:

The subdivision creates the northernmost edge of development within the City limits. There is existing development to the east and south, and this is not in an area of significant wildlife habitat beyond occasional grazing deer or migrating fowl. This subdivision will not result in closure of public access to hunting or fishing areas, nor to public lands.

Effect on Public Health and Safety:

Based on available information, the subdivision is not subject to abnormal potential natural hazards such wildfire, avalanches or rockslides; however, the drainage basin in which the subject property is located has experienced flooding in the past. Installation of effective storm drainage facilities as reviewed and approved by the City Public Works Department and MDEQ can mitigate against a reoccurrence of these flooding events.

REQUIREMENTS OF MONTANA SUBDIVISION AND PLATTING ACT, UNIFORM STANDARDS FOR MONUMENTATION, AND LOCAL SUBDIVISION REGULATIONS

The subdivision meets the requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the Uniform Standards for Monumentation, and conforms to the design standards specified in the local subdivision regulations. The local government has complied with the subdivision review and approval procedures set forth in the local subdivision regulations.

EASEMENT FOR UTILITIES

The developer shall provide necessary utility easements to accommodate water mains, sanitary sewer mains, stormwater mains, and private utilities to serve all lots of the subdivision.

LEGAL AND PHYSICAL ACCESS

The grid pattern established by the adjacent neighborhoods and previous phases will be continued on to the subject property. The Owner agreed in a previous phase to the dedication and installation of 42nd Avenue Northeast. This street as well as 2nd Street Northeast and 4th Street Northeast are public right-of-ways maintained by the City of Great Falls after construction is completed and after final acceptance of the improvements by the City.

PLAT OF WEST RIDGE ADDITION, PHASE X OF PERETTI ADDITION TRACT 2

A MAJOR SUBDIVISION OF PERETTI ADDITION TRACT 2, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 21 NORTH, RANGE 3 EAST, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

PURPOSE OF SURVEY

A 40' LOT MAJOR SUBDIVISION OF TRACT 2 OF PERETTI ADDITION.

CERTIFICATE OF SURVEYOR

I, MICHAEL D. SHAYLOR, A LICENSED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PERFORMED THE SURVEY SHOWN ON THE ATTACHED PLAT OF WEST RIDGE ADDITION, PHASE X OF PERETTI ADDITION TRACT 2 LOCATED IN THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, THAT SAID SURVEY IS TRUE AND COMPLETE AS SHOWN, AND THAT THE MONUMENTS FOUND AND SET ARE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN THEREON. AS PER ARM 24.1 B3.1 (1)(1)(6): DUE TO PLANNED IMPROVEMENT INSTALLATION, THE MONUMENTS NOT IN PLACE AT THE TIME OF FILING, (AS DEPICTED IN THE LEGEND) WILL BE PLACED WITHIN 240 DAYS OF RECORDING THIS SURVEY.

BY MICHAEL D. SHAYLOR, PLS DATE _____
MONTANA REGISTRATION NO. 19110 LS

CERTIFICATE OF OWNERS

WE, THE UNDERSIGNED PROPERTY OWNERS, DO HEREBY CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED AND PLATTED INTO BLOCKS, LOTS, EASEMENTS, AND STREETS AS SHOWN BY THE ATTACHED PLAT. THE TRACT OF LAND TO BE KNOWN AS THE PLAT OF WEST RIDGE ADDITION, PHASE X, BEING A PORTION OF TRACT 2 OF PERETTI ADDITION, LOCATED IN THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 26, TOWNSHIP 21 NORTH, RANGE 3 EAST, PRINCIPAL MERIDIAN MONTANA, CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER OF SECTION 26, SAID POINT BEING AN INCH AND A QUARTER ILLEGIBLE YELLOW PLASTIC CAP, AS NOTED IN THE PERETTI ADDITION SUBDIVISION; THENCE, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, S00°05'27"W, A DISTANCE OF 503.19 FEET TO THE POINT OF BEGINNING, BEING A SET SHAYLOR INCH AND A QUARTER YELLOW PLASTER CAP; THENCE, PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST ONE-QUARTER, S89°09'12"E, A DISTANCE OF 1820.23 FEET; TO A POINT ON THE EAST EXTENSION OF THE EAST LINE OF 4TH STREET NORTHEAST; THENCE, ALONG SAID EXTENSION S00°30'38"W, A DISTANCE OF 302.14 FEET; THENCE, ALONG THE NORTH LINE OF WEST RIDGE PHASE IX, N89°09'59"W, A DISTANCE OF 1109.53 FEET; THENCE, N89°09'50"W, A DISTANCE OF 708.49 FEET; TO A POINT ON SAID WEST LINE; THENCE, ALONG SAID WEST LINE, N00°05'27"E, A DISTANCE OF 302.22 FEET TO THE POINT OF BEGINNING, CONTAINING 1.262 ACRES MORE OR LESS.

THE UNDERSIGNED, GRANTOR HEREBY DEDICATES, TO THE CITY OF GREAT FALLS, GRANTEE, THE PUBLIC STREETS AS SHOWN HEREON, WITHOUT LIMITATION, GRANTEE MAY OPERATE, MAINTAIN, REPAIR, AND REBUILD ROADS, DRAINAGEWAYS, RAMPS, SIDEWALKS, CURBS, GUTTERS, CUTS AND OTHER RELATED IMPROVEMENTS.

FURTHERMORE, THIS SURVEY IS EXEMPT FROM REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO SECTION 76-4-125(1)(b) M.C.A., TO WIT: "AS CERTIFIED PURSUANT TO 76-4-127, TO WIT "(1) TO QUALIFY FOR THE EXEMPTION SET OUT IN 76-4-125(1)(d), THE CERTIFYING AUTHORITY SHALL SEND NOTICE OF CERTIFICATION TO THE REVIEWING AUTHORITY THAT ADEQUATE STORM WATER DRAINAGE AND ADEQUATE MUNICIPAL FACILITIES WILL BE PROVIDED FOR THE SUBDIVISION, FOR A SUBDIVISION SUBJECT TO TITLE 76, CHAPTER 3, THE CERTIFYING AUTHORITY SHALL SEND NOTICE OF CERTIFICATION TO THE REVIEWING AUTHORITY PRIOR TO FINAL PLAT APPROVAL."

FURTHERMORE, FEDERAL, STATE, AND LOCAL PLANS, POLICIES, REGULATIONS AND/OR CONDITIONS OF SUBDIVISION APPROVAL THAT MAY LIMIT THE USE OF THE PROPERTY, INCLUDING THE LOCATION, SIZE AND USE ARE SHOWN ON THE CONDITIONS OF APPROVAL SHEET OR AS OTHERWISE STATED.

FURTHERMORE, BUYERS OF PROPERTY SHOULD ENSURE THAT THEY HAVE OBTAINED AND REVIEWED ALL SHEETS OF THE PLAT AND ALL DOCUMENTS RECORDED AND FILED IN CONJUNCTION WITH THE PLAT AND ARE STRONGLY ENCOURAGED TO CONTACT THE LOCAL PLANNING DEPARTMENT AND BECOME INFORMED OF ANY LIMITATIONS ON THE USE OF THE PROPERTY PRIOR TO CLOSING.

FURTHERMORE, THE UNDERSIGNED HEREBY GRANTS UNTO EACH AND EVERY PERSON, FIRM, OR CORPORATION, WHETHER PUBLIC OR PRIVATE, PROVIDING OR OFFERING TO PROVIDE TELEPHONE, TELEGRAPH, ELECTRIC POWER, GAS, CABLE TELEVISION, WATER OR SEWER SERVICE TO THE PUBLIC, THE RIGHT TO THE JOINT USE OF AN EASEMENT FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REMOVAL OF THEIR LINES AND FACILITIES, IN, OVER, UNDER AND ACROSS EACH AREA DESIGNATED ON THIS PLAT AS "UTILITY EASEMENT" TO HAVE AND TO HOLD FOREVER.

S&L DEVELOPMENT, LLC

BY _____
AUTHORIZED AGENT
S&L DEVELOPMENT, LLC

STATE OF MONTANA)
) SS
COUNTY OF CASCADE)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2023, A NOTARY PUBLIC FOR THE STATE OF MONTANA, PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGE TO ME THAT THEY ARE EXECUTED THE SAME.

NOTARY PUBLIC, STATE OF MONTANA _____

CERTIFICATE OF COUNTY TREASURER

I, DIANE HEIKKILA, COUNTY TREASURER OF CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY PURSUANT TO 76-3-207(3), M.C.A. THAT ALL REAL PROPERTY TAXES ASSESSED AND LEVIED ON THE LAND DESCRIBED HEREIN HAVE BEEN PAID.

BY DIANE HEIKKILA, TREASURER DATE _____
CASCADE COUNTY

CERTIFICATE OF PUBLIC WORKS DIRECTOR

I, _____, PUBLIC WORKS DIRECTOR FOR THE CITY OF GREAT FALLS, MONTANA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE ACCOMPANYING PLAT AND THE SURVEY THAT IT REPRESENTS, AND I FIND THE SAME CONFORMS TO THE REGULATIONS GOVERNING THE PLATTING OF LANDS AND TO PRESENTLY PLATTED ADJACENT LAND, AS NEAR AS CIRCUMSTANCES WILL PERMIT AND I DO HEREBY APPROVE THE SAME.

BY _____ DATE _____
PUBLIC WORKS DIRECTOR
CITY OF GREAT FALLS, MONTANA

CERTIFICATE OF GREAT FALLS PLANNING BOARD

WE, THE UNDERSIGNED, _____, PRESIDENT OF THE SAID GREAT FALLS PLANNING BOARD, GREAT FALLS, CASCADE COUNTY, MONTANA, AND CRAIG RAYMOND, SECRETARY OF SAID GREAT FALLS PLANNING BOARD, DO HEREBY CERTIFY THAT THE ACCOMPANYING PLAT OF WEST RIDGE ADDITION, PHASE X OF PERETTI ADDITION TRACT 2, CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, HAS BEEN SUBMITTED TO THE SAID GREAT FALLS PLANNING BOARD FOR EXAMINATION BY THEM AND WAS FOUND BY THEM TO CONFORM TO LAW AND WAS APPROVED AT A MEETING HELD ON THE 23RD DAY OF SEPTEMBER, 2022.

BY DAVE BERTELSEN DATE _____
CHAIR, GREAT FALLS PLANNING BOARD

BY _____ DATE _____
SECRETARY, GREAT FALLS PLANNING BOARD

CERTIFICATE DISPENSING WITH PARK OR PLAYGROUND

I, GREGORY T. DOYON, CITY MANAGER OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, FOUND THAT NO CASH DONATION OR DEDICATION OF ANY PARK OR PLAYGROUND IS REQUIRED IN THE PLAT OF WEST RIDGE ADDITION, PHASE X OF PERETTI ADDITION TRACT 2, LOCATED IN THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA IN ACCORDANCE WITH SECTION 76-3-621(3), MCA.

BY GREGORY T. DOYON, CITY MANAGER DATE _____
CITY OF GREAT FALLS, MONTANA

CERTIFICATE OF ADEQUATE STORM WATER DRAINAGE & MUNICIPAL FACILITIES


I, GREGORY T. DOYON, CITY MANAGER OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT ADEQUATE STORM WATER DRAINAGE AND ADEQUATE MUNICIPAL FACILITIES FOR THE SUPPLY OF WATER AND DISPOSAL OF SEWAGE AND SOLID WASTE ARE AVAILABLE TO THE ABOVE DESCRIBED PROPERTY, NAMELY THE SAID FACILITIES OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, AND THIS CERTIFICATE IS MADE PURSUANT TO SECTION 76-4-127, M.C.A. AND UNDER THE PROVISIONS OF 76-4-125(1)(b), M.C.A., PERMITTING THE CLERK AND RECORDER OF CASCADE COUNTY, MONTANA TO RECORD THE ACCOMPANYING PLAT.

BY GREGORY T. DOYON, CITY MANAGER DATE _____
CITY OF GREAT FALLS, MONTANA

CERTIFICATE OF CITY COMMISSION

I, GREGORY T. DOYON, CITY MANAGER OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT THIS PLAT OF WEST RIDGE ADDITION, PHASE X OF PERETTI ADDITION TRACT 2 WAS DULY EXAMINED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS AT ITS REGULAR MEETING HELD ON THE 4TH DAY OF OCTOBER, 2022.

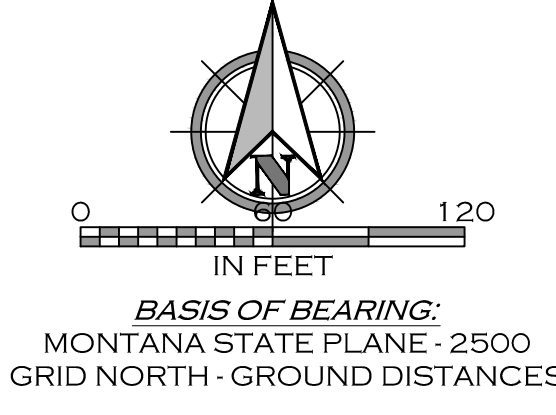
BY GREGORY T. DOYON, CITY MANAGER DATE _____
CITY OF GREAT FALLS, MONTANA

 WOITH ENGINEERING, INC. ENGINEERS & SURVEYORS <small>405 3RD STREET NW, SUITE 206 • GREAT FALLS, MT 59404 • 406-761-1955 3800 O'LEARY STREET, SUITE A • MISSOULA, MT 59808 • 406-203-9505 • WWW.WOITHENG.COM •</small>	1/4	SECTION	TOWNSHIP	RANGE	PRINCIPAL MERIDIAN MONTANA CASCADE COUNTY, MONTANA WEI JOB#: 2130 DRAWN: RLO QA: MDS DATE: JUNE 19, 2023 FILENAME: PLAT.DWG SHEET 1 OF 2
	<input type="checkbox"/>	26	21 N	3 E	

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PLAT OF WEST RIDGE ADDITION, PHASE X OF PERETTI ADDITION TRACT 2

A MAJOR SUBDIVISION OF PERETTI ADDITION TRACT 2, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 21 NORTH, RANGE 3 EAST, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA



FUTURE PHASES
NOT INCLUDED IN THIS
SUBDIVISION
21.05 ACRES

CURVE #	RADIUS	LENGTH	DELTA
C22	10.00'	15.65'	089°39'49"
C23	10.00'	15.77'	090°20'11"
C24	10.00'	15.65'	089°39'49"
C25	10.00'	15.77'	090°20'11"
C26	10.00'	15.77'	090°20'11"
C27	10.00'	15.65'	089°39'49"

- LEGEND**
- SECTION LINE
 - EXTERIOR SUBDIVISION BOUNDARY
 - INTERIOR SUBDIVISION BLOCK & LOT BOUNDARY
 - EASEMENT AS DESCRIBED (PER THIS DOCUMENT)
 - RIGHT-OF-WAY CENTERLINE (PER THIS DOCUMENT)
 - BLOCK & LOT BOUNDARY
 - RIGHT-OF-WAY CENTERLINE (PER RECORD DOCUMENT)
 - FOUND MONUMENT AS DESCRIBED
 - SET 1 1/2" YELLOW PLASTIC CAP MARKED "WEI SHAYLOR 191 10LS"
 - SET 3" BRASS CAP STREET MONUMENT
 - (R1) RECORD - PLAT OF WEST RIDGE ADDITION, PHASE VIII
 - (R2) RECORD - PLAT OF WEST RIDGE ADDITION, PHASE IX
 - (R3) RECORD - PLAT OF PERETTI ADDITION

- NOTES**
- UNLESS OTHERWISE NOTED, ALL BEARINGS ARE FOUND, SET, OR CALCULATED.
- KEY NOTES**
- ① 60' DEDICATED RIGHT OF WAY
 - ② 10' PUBLIC UTILITY EASEMENT

AREAS

LOTS = 9.44 ACRES
STREETS = 3.18 ACRES
TOTAL = 12.62 ACRES

<p>WOITH ENGINEERING, INC. ENGINEERS & SURVEYORS 405 3RD STREET NW, SUITE 206 • GREAT FALLS, MT 59404 • 406-761-1955 3800 O'LEARY STREET, SUITE A • MISSOULA, MT 59808 • 406-203-8565 WWW.WOITHENG.COM</p>	1/4	SECTION	TOWNSHIP	RANGE	PRINCIPAL MERIDIAN MONTANA CASCADE COUNTY, MONTANA WEI JOB#: GF-2130 DRAWN: RLO QA: MDS DATE: JUNE 19, 2023 FILENAME: PLAT.DWG SHEET 2 OF 2
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Commission Meeting Date: August 1, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Labor Agreement between the City of Great Falls and the International Brotherhood of Electrical Workers Local Union #233.

From: Gaye B. McInerney, Human Resources Director

Initiated By: Gaye B. McInerney, Human Resources Director

Presented By: Gaye B. McInerney, Human Resources Director

Action Requested: Ratification of the Proposed Collective Bargaining Agreement (CBA) with the International Brotherhood of Electrical Workers Local Union #233.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and the International Brotherhood of Electrical Workers (IBEW) Local Union #233.”

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

Staff Recommendation:

Staff recommends that the City Commission approve the labor agreement between the International Brotherhood of Electrical Workers (IBEW) Local Union #233, which consists of 4 employees across two departments – Planning and Community Development and Public Works.

Summary:

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

The negotiating teams included the following individuals:

Representing the City:

Gaye McInerney, HR Director
 Charles Anderson, Deputy City Manager
 Melissa Kinzler, Finance Director
 David Dennis, City Attorney

Representing the MFPE:

David Anderson, Water Plant
 Joseph Wofford, Traffic
 Jack McBroom, IBEW Business Mgr.
 Luke Hoffer, IBEW

Key items of change include:

Article 2 – Term of the Agreement

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

Article 23 – Meal

Meal reimbursements were increased to \$15.00 per meal.

Article 24 – Longevity

Longevity pay was bargained to begin after five years of service with a cap after 25 years of service. The longevity payout amounts did not change.

Addendum A:

Job titles of Asset Management/Technical Support Specialist and Water Plant Operations Foreman no longer exist and were removed from Addendum A. The Code Inspector and Master Electrician hourly rates will be the same as the Code Inspector has to be a Master Electrician in order to complete inspections. The schedule reflects a cost of living increase of five percent for each year of contract – FY24 and FY25.

Fiscal Impact:

The financial impact of a five percent COLA increase in FY24 is approximately \$17,700. The financial impact of a 5.0 percent COLA increase in FY25 is approximately \$18,600 for a total impact of \$36,300 over the term of the contract.

Alternatives:

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

Concurrences:

The IBEW members voted to ratify the contract language in June 30, 2023.

Attachments/Exhibits:

IBEW Labor Agreement.

AGREEMENT

BETWEEN

CITY OF GREAT FALLS

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL UNION #233

July 1, 2023 – June 30, 2025

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AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2023, by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the "CITY", and LOCAL UNION #233, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW), hereinafter referred to as the "UNION", who have mutually agreed as follows:

ARTICLE 1

RECOGNITION AND PURPOSE

1.1 The CITY recognizes the UNION signatory hereto as the exclusive representative of all of its employees who are subject to the terms of this AGREEMENT, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, working conditions and all other conditions of employment. The CITY recognizes that the employees covered by this AGREEMENT are primarily maintenance and service employees. The present recognized jurisdiction of the IBEW shall be maintained during the term of this AGREEMENT.

ARTICLE 2

TERM OF THIS AGREEMENT

2.1 This AGREEMENT shall take effect July 1, 2023, and shall remain in effect until June 30, 2025, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from July 1 through June 30 of each year, unless changed or terminated as provided herein.

2.2 Either party desiring to change or terminate this AGREEMENT must notify the other party in writing, at least 60 days prior to the expiration date of this AGREEMENT.

2.3 Whenever such notice is given for changes, the articles to be changed, added, or deleted must be specified no later than the first negotiating meeting.

2.4 The existing provisions of this AGREEMENT shall remain in full force and effect until a conclusion is reached in the matter of the proposed changes.

2.5 The parties shall meet to consider the proposed change(s) at least thirty (30) days prior to the expiration date of this AGREEMENT. In the event that an agreement has not been reached by the expiration date to renew, modify, or extend this AGREEMENT or to submit the unresolved issues to final and binding arbitration, either party may serve the other a ten (10) day written notice terminating this AGREEMENT. The terms and conditions of this AGREEMENT shall remain in full force and effect until the expiration of the ten (10) day period.

2.6 By mutual agreement only, the parties may jointly submit the unresolved issues to final and binding arbitration for adjudication. The decision shall be final and binding on all

parties hereto, except for alleged violations of FMLA, ADA or State or Federal provisions, which shall be addressed through the appropriate State or Federal agencies.

2.7 This AGREEMENT shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the I.B.E.W. and the CITY for approval

ARTICLE 3

SUCCESSORS

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

ARTICLE 4

DEFINITIONS

- A. "Employee" and "employees" shall mean employees of the CITY who are members covered by this AGREEMENT, but excluding supervisory employees and management employees as defined by Montana Law.
- B. "Regular employee" means a non-temporary employee who has satisfied any applicable probationary period and is assigned to a position designated as regular, full or part-time in the CITY's annual budget.
- C. "Full-time employee" means an employee who normally works forty (40) hours a week.
- D. "Base Pay Rate" is defined as the employee's regular hourly rate of pay in that category to which an employee is ordinarily assigned, exclusive of longevity or any other special rates of pay.
- E. "Work Week" is defined as Sunday 12:00 a.m. through Saturday 11:59 p.m.

ARTICLE 5

UNION SECURITY

5.1 Any employee included in the bargaining unit may be or become a member of the Union. No employee shall be required to become a member of the Union as a condition of employment. Employer will direct to the designated Union representative any bargaining unit employee having a question regarding Union membership, dues or fees. Employer shall provide the Union written notification of newly hired bargaining unit employees within 10 business days following the employee's date of hire. The designated union representative may meet with a newly hired bargaining unit employee, with preapproval from the supervisor and no disruption to the course of work, for up to one (1) hour.

- 5.2 The CITY agrees to deduct the UNION monthly dues and initiation fee from each UNION member's wages upon written authorization of employee. The deductions shall be made once each month with the total of such deductions made payable to the UNION by the end of the following calendar month.
- 5.3 It is understood the UNION shall have the right to use Business Agents, Shop Committees or Stewards to adjust grievances as they arise. The CITY agrees that local Business Agents for the UNION shall be given access by the CITY to members of the UNION at the places of business of the CITY during hours of operation, for the purpose of ascertaining whether the terms of this AGREEMENT are being observed provided the Business Agent does not disrupt the normal CITY operations, except for unsafe conditions.
- 5.4 The UNION will notify the CITY, in writing, which representative (Business Agent, Shop Committee or Stewards) it will use in matters relating to grievances, interpretation of this AGREEMENT or in any other matters, which affect or may affect the relationship between the CITY and the UNION.

ARTICLE 6

STRIKES AND LOCKOUTS

- 6.1 The parties hereto pledge their efforts to reach agreement on any difficulties that arise during the life of this AGREEMENT.
- 6.2 It is mutually agreed that there will be no strikes, lockouts or cessation of work by either party on account of labor difficulties during the life of this AGREEMENT.
- 6.3 It shall not be a violation of this AGREEMENT for employees of this bargaining unit to refuse to cross a legal picket line.
- 6.4 The UNION and the CITY agree that "strikes" or "lockouts" will not prevent the UNION or the CITY from providing emergency operation of the water, wastewater and sanitation systems that are essential to the health, welfare, and safety of the public.
- 6.5 If the contract has expired, good faith efforts in negotiating a new contract have failed and the parties are at impasse, then:
 - A. The UNION may "strike" the CITY on any issue that the CITY does not agree to settle by binding arbitration, and/or
 - B. The CITY may "lockout" the UNION on any issue that the UNION does not agree to settle by binding arbitration.

ARTICLE 7

MANAGEMENT RIGHTS

- 7.1 The CITY shall have the right to operate and manage its affairs in such areas as, but not

limited to:

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

7.2 The foregoing enumeration of the CITY management's rights shall not be deemed to exclude other functions not specifically set forth. The CITY, therefore, retains all rights not otherwise specifically covered by this AGREEMENT.

ARTICLE 8

EMPLOYEE RIGHTS/GRIEVANCE

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

STEP 1:

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

STEP 2:

A. If the employee is not satisfied with the Division Manager's decision, he/she may reduce the grievance to writing and submit to the UNION for submission to the Department Head and HR Director for evaluation. The written grievance shall contain the following information:

- 1. The nature of the grievance and the facts on which it is based;
- 2. The provisions of this AGREEMENT allegedly violated, if applicable; and
- 3. The remedy requested.

B. No grievance shall be considered or processed unless it is submitted within fifteen (15) working days of the first knowledge.

STEP 3:

If in the UNION'S opinion a grievance exists, the UNION (with or without the presence of the aggrieved employee) may present the written grievance to the Department Head. The Department Head shall respond within fifteen (15) working days of the grievance.

STEP 4:

If within fifteen (15) working days the grievance has not been settled, it may be submitted to the City Manager or designee. The City Manager shall respond within ten (10) working days of the grievance.

STEP 5:

If within ten (10) working days after being submitted to the City Manager or designee, the grievance has not been settled, it may be submitted to arbitration by either party, under the following process:

- A. Each party shall alternately strike one (1) name from a list of five (5) names submitted to them by the American Arbitration Association or State of Montana Board of Labor Appeals. The charging party in the grievance shall strike the first name. By mutual consent another process can be utilized. The arbitrator shall have thirty (30) days in which to render a decision.
- B. Any grievance involving a monetary issue, including those related to hours and working conditions which could have an apparent economic effect or impact less than five hundred dollars (\$500) shall be subject to final and binding arbitration. Any monetary issue, as defined in the last sentence, in excess of five hundred dollars (\$500) may be subject to final and binding arbitration only if mutually agreed upon.
- C. If the CITY and the UNION cannot agree whether a grievance is monetary or on the dollar amount thereof, either party may seek judicial determination.
- D. The CITY shall present claims or grievances in writing to the UNION.
- E. Arbitrator's Authority: In any case where final and binding arbitration is utilized, the arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement, unless the terms and conditions are found to be contrary to applicable law. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the CITY and the UNION and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modify or vary in any way the application of rules, laws, regulations having the force and effect of law. The expenses of arbitration shall be borne equally by the parties, however, each party shall be responsible for

compensating its own representatives and witnesses. If either party desires a verbatim record of proceedings, it may cause such a record to be made, at its own cost. If both parties desire a verbatim record of the proceedings, the costs shall be shared equally.

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

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

ARTICLE 9

WAGES AND PAY PERIODS

9.1 Attached hereto and made a part hereof by reference as Schedule A is a list of the agreed wage schedule, classifications and rates of pay of employees covered by and for the duration of this AGREEMENT. Exclusive of unforeseen emergencies, all employees covered by this AGREEMENT shall be paid bi-weekly in accordance with the CITY Personnel Policy Manual.

ARTICLE 10

HOURS OF WORK AND OVERTIME

10.1 Except for the special work schedules no longer than two weeks that are set forth herein, the normal work schedule shall consist of five (5) days, of eight (8) continuous hours each, except for a normal thirty (30) minute-lunch period. Otherwise, any schedule other than Monday through Friday will be agreed upon with the employees and the UNION will be notified.

10.2 One and one-half (1½) times the regular hourly rate of pay will be paid for all hours worked in excess of eight (8) hours in one day or forty (40) in any one week. In no case shall overtime pay be paid twice for the same hours worked.

10.3 The CITY agrees that each regular full-time employee will be given the opportunity of working at least forty (40) hours of each work week except those in which any of the holidays provided for herein occur. During work weeks in which any said holidays fall upon any work day, the CITY agrees that each regular full-time employee will be given

the opportunity of working thirty-two (32) hours of work week specified as CITY business requires. Holidays shall be counted as days worked in computing the initial forty (40) hours for overtime purposes. Nothing in this section shall be interpreted as a limitation on the right of the CITY to lay off employees as otherwise provided in this AGREEMENT. The CITY and the UNION will mutually agree on any modification of hours of the work week prior to a reduction in manpower.

ARTICLE 11

CALL BACK

11.1 An employee called in for work, by phone, text message or otherwise, at a time other than his/her normal scheduled shift will be compensated for a minimum of two (2) hours at one and one half (1½) times the regular hourly rate of pay if called in within (a) two (2) hours before the start of their scheduled shift, or (b) four (4) hours after the end of the scheduled shift.

At all other times, except as outlined in Article 10.1 including holidays and vacations, the employee will be compensated for four (4) hours minimum paid at one and one half (1½) times the employee's regular hourly pay rate. An early report to a regularly scheduled shift on duty does not qualify the employee for the two (2) hour minimum; however, the employee must be notified by 10:00 p.m. in order to qualify for an early report.

11.2 The employee placed on standby will carry a CITY provided cell phone and report to work within one (1) hour from voice to voice contact with the CITY. The standby period is defined as any consecutive 24-hour period beyond the employee's normally scheduled shift. The employee must be notified of being placed on standby at least 24 hours preceding the beginning of any standby period, and no later than the end of the shift on a normal work day. The employee will be compensated for four (4) hours at the regular hourly rate of pay for the standby period in addition to any call back compensation.

11.3 Bargaining unit members who are required to make telephone calls after regular working hours to cover any call out to work, or troubleshoot a problem on the phone, shall be paid a minimum of one-half (½) hour at one and one-half (1½) times the regular hourly rate of pay, regardless of the number of calls it takes to resolve the problem. If actual time worked exceeds one-half (½) hour, the employee will be paid for the actual time worked at one and one-half (1½) times the regular hourly rate of pay.

11.4 Employees who are scheduled to report for a shift change with less than eight (8) hours between shifts shall be paid one and one-half (1½) times the regular hourly rate of pay for four (4) hours of the second shift.

ARTICLE 12

SENIORITY

- 12.1 Seniority means the rights secured by regular full-time employees by length of continuous service with the CITY. Seniority rights shall apply to layoff, scheduling of vacations and transfers of employees. In the case of a layoff, the last employee hired shall be the first laid off. Seniority shall not be effective until a six (6) month probationary period has been completed, after which seniority shall date back to the date of last hiring. Seniority shall be determined by craft and division. Recall rights are not earned until after six (6) months of continuous service.
- 12.2 Seniority shall be broken by (a) resignation; (b) retirement; (c) discharge; (d) failure to report after layoff within fourteen (14) calendar days following written notification to the employee by mail to his/her last known address provided by employee to the CITY; or (e) absence from CITY employment for layoff or illness for twelve (12) or more months. No new regular employee shall be hired in a craft or division until all laid off employees who retain seniority in that classification and who are qualified to fill the open job have been given an opportunity to return to work. Any recall rights under this AGREEMENT are only applicable for one calendar year from the date of layoff.

ARTICLE 13

PROBATIONARY AND EVALUATION PERIODS

- 13.1 All newly hired or rehired employees will satisfactorily serve a six (6) month probationary period upon being hired by the CITY.
- 13.2 At any time during the probationary period, a newly hired or rehired (after twelve (12) months absence) employee may be terminated at the sole discretion of the CITY.
- 13.3 All employees will serve a six (6) month evaluation period in any dissimilar job in which the employee has not served a probationary period.
- 13.4 If an employee is determined to be unqualified during an evaluation period following a promotion or reassignment, said employee shall revert to his previous position or one of comparable pay and responsibility.

ARTICLE 14

HOLIDAYS

- 14.1 Regular, full-time employees shall be granted the following paid holidays each calendar year:
 - A. New Year's Day, January 1st
 - B. Martin Luther King Day, third Monday in January
 - C. Lincoln's and Washington's Birthday, third Monday in February
 - D. Memorial Day, Last Monday in May

- E. Independence Day, July 4th
 - F. Labor Day, first Monday in September
 - G. Veterans Day, November 11th
 - H. Thanksgiving, fourth Thursday, and the day after Thanksgiving, fourth Friday, in November
 - I. Christmas, December 25th
 - J. General Election Day each year in which a general election is held throughout the State.
- 14.2 “Holiday pay” is defined as eight (8) hours at one (1) times the employee’s regular hourly rate of pay.
- 14.3 “Holiday Premium Pay” is defined as one and one half (1½) times the employee’s regular hourly rate of pay.
- 14.4 Designated holidays falling on an employee's regularly scheduled day off, as provided in Mont. Code Ann. §2-18-603, shall be entitled to receive a day off with pay within the same pay period. If a day off cannot be provided, the employee will receive eight (8) hours of holiday pay.
- 14.5 If the employee is required to work on the designated holiday and is not given a day off in lieu of the holiday, he/she will be paid at holiday premium pay plus holiday pay.
- 14.6 An employee must be in a pay status either the last regularly scheduled working day before or the first regularly scheduled working day after a holiday is observed to be eligible to receive holiday pay.

ARTICLE 15

VACATION (ANNUAL LEAVE)

- 15.1 Vacation shall be earned and accumulated as provided in the Montana Code Annotated.
- 15.2 Vacation time earned but not used at the time of termination shall be paid to the employee at his/her base pay rate. Vacation time shall be granted at the time requested insofar as possible, subject to operational needs of the division or department. Vacations shall be bulletined and the most senior employee shall have the first choice as to his/her vacation time. He/she shall be given a choice of a split vacation if he/she so desires.
- 15.3 All vacations will be posted between January 1st through the third Friday in March. All approved vacation shall be posted by April 1st. Any protest over vacation dates must be submitted, in writing, to the Division Manager or Department Head before May 1st or no adjustments will be made.
- 15.4 In the case of vacation schedules, seniority shall govern by division and apply on the vacation selections for first and second choices with the most senior employee given first (1st) choice of when he/she shall take his/her vacation, which shall not exceed ten (10)

working days. With the approval of the Division Manager or Department Head, employees may split their first choice vacation.

- 15.5 Any employee who desires three (3) days or less of accrued vacation may be allowed the requested time off if the employee has accrued sufficient vacation leave, gives twenty-four (24) hours notice to his/her supervisor, and it doesn't interfere with the operational needs of the department.

ARTICLE 16

SICK LEAVE

- 16.1 Sick leave shall be earned and accumulated as provided in the Montana Code Annotated.
- 16.2 Employees may take sick leave for the following reasons:
- A. Personal illness, including doctor and dentist appointments. Employees are requested to give twenty-four (24) hours prior notice of doctor and dentist appointments, except in cases of emergencies or unforeseen circumstances.
 - B. When urgently needed to care for an employee's spouse, children, mother, father, or any other member of the household who is ill.
 - C. When there is a death in the immediate family, no more than five (5) days sick leave may be granted, unless the leave qualifies for FMLA leave. The "immediate family" shall mean: spouse, children, mother, father, sisters, brothers, grandparents and corresponding in-laws and other members residing in the employee's household.
- 16.3 A medical provider's report may be required for any paid sick leave in excess of one (1) working day, or at any time where a pattern of excessive sick leave is identified by the CITY.
- 16.4 Employees are required to follow the following two steps in order to be eligible for payment of sick leave pay.
- A. Report in the manner designated by division or department, the reason for absence as soon as reasonably possible prior to the beginning of the shift to his/her division head or immediate supervisor.
 - B. If the absence is for more than one (1) day in length, the employee must keep his/her division head informed of his/her condition, when physically possible.
- 16.5 Employees who receive workers' compensation benefits after using sick leave accruals for the same absence, shall provide the CITY with documentation of the workers' compensation benefits received. The employee may then request a corresponding credit to the employee's sick leave accrual account.

- 16.7 Sick Leave Donations. Sick leave utilized must not exceed the amount accrued by the employee. Sick leave donations are not available to employees during a probationary period. If an employee is ill and has exhausted his/her sick leave accruals, and needs more time away from work, he/she may utilize his/her accrued vacation/annual leave. If an employee is ill and has exhausted all his/her sick leave and vacation leave credits, and needs more time away from work, members of the UNION may donate one (1) day of sick leave to an employee on an individual basis. Requests for donations by an employee must be approved by Management and are requested and coordinated through HR. The maximum amount an employee can receive or donate is fifteen (15) days in one (1) calendar year.
- 16.8 The Voluntary Employee Benefits Association (VEBA) Plan is a benefit available to all eligible employees and is administered and managed according to the MCA through the HR department.

ARTICLE 17

FAMILY AND MEDICAL LEAVE (FMLA)

- 17.1 By Federal law, all eligible employees are provided family medical leave under the FMLA as referenced in City Personnel Policy Manual.

ARTICLE 18

TEMPORARY ASSIGNMENTS AND LIGHT DUTY/TEMPORARY ALTERNATIVE DUTY ASSIGNMENTS

- 18.1 Employees temporarily assigned to a higher rated position for more than eight (8) hours, (i.e., an Electrician assigned Code Inspector work), shall receive the higher rate of pay for all actual hours worked at the higher rated position.
- 18.2 Employees receiving workers' compensation wage loss benefits who have been released to light duty/temporary alternative duty assignment must inform their immediate supervisor or division head by 5:00 PM on the next work day after being released to work for light duty. Failing to notify the immediate supervisor or division head may subject the employee to suspension of workers' compensation wage loss benefits under the workers' compensation laws of Montana, and the employee may be subject to disciplinary action.
- 18.3 The light duty/temporary alternative duty assignment shall be in accordance with the restrictions set forth by the treating medical provider and based on the availability of the CITY to accommodate the light duty/temporary ADA request. The employee will be required to perform work throughout the CITY for which the employee may be capable and qualified.
- 18.4 At any time and at the discretion of the CITY, the injured employee may be required to submit to a medical examination by a medical provider selected by the CITY at the CITY's expense.

ARTICLE 19

REST BREAK AND SAFETY

- 19.1 For all employees covered under the terms of this AGREEMENT, there shall be a fifteen (15) minute break midway in the first half of a shift and midway in the second half of a shift.
- 19.2 On all energized circuits of equipment carrying 440 volts or over, two (2) or more bargaining unit employees must work together as a safety measure.

ARTICLE 20

SEVERANCE PAY

- 20.1 Any employee who has completed his/her probationary period and who shall be terminated by the CITY, except for just and sufficient cause for firing, shall be given fourteen (14) calendar days notice of said termination or in lieu of said notice, ten (10) working days pay computed at the employee's regular hourly rate of pay. Employees resigning or voluntarily terminating employment with the CITY will give a minimum of fourteen (14) calendar days' notice. If they fail to do so, they will be considered terminated not in good standing and will not be eligible for rehire.

ARTICLE 21

JURY DUTY

- 21.1 Jury duty provisions as defined under the City's Personnel Policy Manual.

ARTICLE 22

UNPAID LEAVE OF ABSENCE

- 22.1 Unpaid Leave of Absence (other than work-related injury)
 - A. The City may grant an unpaid leave of absence if a cost/benefit analysis of both direct and indirect costs does not result in a net loss to the CITY, and the absence does not interfere with the operations of the department or the CITY. Employees will not be granted an unpaid leave of absence to obtain outside employment.
 - B. Employees must use all accrued paid leave before an unpaid leave of absence begins.
 - C. Department Heads will review and either approve or deny leave of absence requests of 30 days or less. Decisions will be forwarded to the requesting employee within three (3) business days. Leave of absence requests of more than 30 days shall be submitted to the Department Head and HR Director for review and then forwarded to the City Manager for a final approval/denial. Failure to return from leave at the time agreed will result in termination of employment.

- D. During an unpaid leave of absence, benefits such as holiday, annual and sick leaves do not continue to accrue. Employees are required to self-pay insurance premiums during an unpaid leave of absence and must consult HR to obtain information as to the level and duration of insurance coverage.
- E. Existing seniority rights will be suspended during the term of the leave.

ARTICLE 23

MEAL

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

ARTICLE 24

LONGEVITY

- 24.1 For purposes of longevity only, time shall be computed from the employee’s latest date of hire into the bargaining unit without a break in service. The following schedule of benefits shall be paid to employees who accrue longevity based on the time elements stipulated.
- 24.2 Subsequent to the completion of five (5) continuous years of employment, employees who qualify will receive supplemental longevity pay as provided in the following schedule:

<u>YEARS OF TENURE</u>	<u>LONGEVITY PAY</u>
After 5 years through the end of the 10th year	\$ 20.00 per month
After 10 years through the end of the 15th year	\$ 40.00 per month
After 15 years through the end of the 20th year	\$ 60.00 per month
After 20 years through the end of the 25th year	\$ 80.00 per month
After 25 years	\$100.00 per month

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

ARTICLE 25

EQUAL EMPLOYMENT OPPORTUNITY POLICY

25.1 The UNION and the CITY agree to abide by the CITY’s Equal Employment Opportunity Policy in the CITY’s Personnel Policy Manual to ensure that no individuals shall be discriminated against with respect to compensation, hours or conditions of employment because of age, race, religion, sex, national origin, marital status, public assistance status,

or any other status protected by Federal or State law.

ARTICLE 26

SUPPLEMENTAL AGREEMENT

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

ARTICLE 27

SAVINGS CLAUSE

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

ARTICLE 28

WAIVER AND AMENDMENT CLAUSE

28.1 No past practices, policies, rules or prior agreements shall alter the intent or the meaning of the specific articles of this AGREEMENT. This clause shall not be construed to limit, impair or act as a waiver of the CITY's or the UNION's right to bargain collectively on changes which may modify the basic terms and conditions herein set forth.

SCHEDULE A

CITY OF GREAT FALLS AND LOCAL UNION #233, I.B.E.W.

During the term of this AGREEMENT, the following regular hourly rates of pay are:

Title/Position	FY24 7/1/2023	FY25 7/1/2024
Master Electrician	\$38.19	\$40.10
Code Inspector	\$38.19	\$40.10
Electrician	\$35.99	\$37.79
Water Plant Industrial Electrician	\$35.99	\$37.79
Traffic Signal Technician	\$35.99	\$37.79
Traffic Signal Technician/Electrician	\$35.99	\$37.79
Water Plant Industrial Automation Specialist	\$35.99	\$37.79

The regular hourly rate of pay includes the NEBF and 8th District Electrical Pension Fund contributions as described in Schedule B 4(A)(1) and (2).

SCHEDULE B

CITY OF GREAT FALLS AND LOCAL UNION #233,I.B.E.W. SPECIAL CONDITIONS

In addition to the above wages, the following Special Conditions shall be provided:

1. Special Work Schedules: It is understood and agreed that certain job classifications at the Water Plant require special work schedules. In those cases, the supervisor shall designate the work schedule, and employees so affected who must work Saturday or Sunday will be given two other consecutive days off in lieu of Saturday and Sunday. It is further understood and agreed that in those divisions wherein twenty-four (24) hour work schedules or less are maintained the supervisor shall establish a shift rotation schedule so that each employee may be rotated on an equal basis with the other employees of the division and craft between the various shifts. This also applies to the rotation of days off where seven (7) day coverage is required.
2. P.E.R.S.: Employees shall be covered by the Montana Public Employees Retirement System, as provided by State law.
3. Special Conditions -- Inspectors:
 - A. This Section 3. applies to Electrical Inspectors only.
 - B. Applicants for the position of Electrical Inspector shall possess at least one of the following qualifications:
 1. Master's License in the electrical field;
 2. Certification as a degreed, registered engineer with a minimum of one year's work experience in the appropriate discipline at the time of employment;
 3. A bachelor's degree in engineering with a minimum of three years' work experience in the appropriate discipline at the time of employment; and/or
 4. A minimum of five years' work experience in the appropriate discipline at the time of employment.
 - C. In the event a vacancy occurs, the CITY will attempt to hire an individual with the qualifications set forth in Item 3(B)(1) above. Upon approval to recruit for the position, the CITY will notify the UNION and request a list of qualified personnel. Said list of qualified personnel must apply through the CITY's website to be considered as an applicant for employment.
 - D. Any inspector assigned to the Building Inspection Division, who is qualified, whether covered by this Agreement or not, may be required to perform the normal duties of any other inspector assigned to said division when:

1. Said inspector is absent due to illness, vacation or other authorized absence;
 2. An emergency situation exists (i.e., flood, fire, earthquake or other act of God); or
 3. Necessary for efficiency of operational needs.
4. UNION Pension and Insurance Plans: The CITY agrees to pay directly to any pension plan designated by the UNION, an amount specified by the UNION for all hours compensated for by the CITY. The CITY further agrees to contribute amounts outlined below into the various pension and insurance plans. Any additional contributions specified by the UNION for the duration of this AGREEMENT will be deducted from employee's base pay.

A. I.B.E.W.:

1. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be submitted electronically not later than fifteen (15) calendar days following the end of each calendar month.

The individual employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual employer who fails to remit as provided above shall be additionally subject to having this AGREEMENT terminated upon seventy-two (72) hours notice in writing being served by the UNION, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of the labor agreement.

2. Effective July 1, 2019, the sum of two dollars and twenty-five (\$2.25), per hour, per employee, will be paid to employees covered under the terms of this AGREEMENT and forwarded monthly to a depository designated by the Trustees of the Eighth District Electrical Pension Fund. The CITY shall forward monthly an electronic payroll report on a form prescribed by the Trust Fund Committee. Such payment and payroll report shall be submitted electronically not later than fifteen (15) calendar days following the end of each calendar month. If the CITY fails to remit, the CITY shall be subject to having this AGREEMENT terminated upon seventy-two (72) hours notice in writing being served by the UNION, provided the CITY fails to show satisfactory proof that the required payments have been paid to the designated depository.

3. HEALTH INSURANCE

The CITY agrees to provide non-occupational health insurance coverage for each eligible regular employee and eligible dependents immediately following the period of exclusion provided by the terms of the plan document.

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

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

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

agree that there will be a corresponding adjustment to the affected hourly rate, pay or benefit to carry out the intent of this provision. The intent of such adjustment will be to result in the least net financial effect on both the employee and the employer.

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

Health insurance premiums will be shared with the CITY paying 85 (eighty-five) percent of the premium and the Employee paying 15 (fifteen) percent of the premium.

A. Effective 7/1/97, the CITY reserves the right to add to, delete from, or modify the benefit plan, with no obligation to negotiate, and retains the right to delete or modify any or all of the added benefits with no obligation to negotiate.

B. The CITY shall be at liberty to make an independent selection of the insurance carrier, including the option of partially or fully self-funding with no obligation to negotiate.

4. In those divisions where shifts are established and employees who are required to work for the CITY during hours outside the day shift as designated by that employee’s division, a shift differential of seventy-five_cents (\$0.75) per hour for the evening shift and one dollar (\$1.00) per hour for the midnight to morning shift. Employees assigned to special work schedules will be paid the shift differential for that shift when they actually work the shift.

5. A lead worker, designated by the CITY, shall be paid one dollar (\$1.00) per hour over the regular hourly rate of pay.

AGREED to and dated this ____ day of _____, 2023.

FOR THE CITY OF GREAT FALLS:

FOR LOCAL UNION #233, I.B.E.W.:

Greg Doyon, City Manager

Jackie McBroom, Business Manager

ATTEST:

Lisa C. Kunz, City Clerk

(SEAL OF CITY)

REVIEWED FOR LEGAL CONTENT*:

David Dennis, City Attorney

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



Commission Meeting Date: August 1, 2023
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Design Contract Approval for the Civic Center City Court Relocation Project, OF# 1750.3

From: Sylvia Tarman, ARPA Project Manager

Initiated By: City Court

Presented By: Sylvia Tarman, ARPA Project Manager

Action Requested: Approve Design Contract for Cushing Terrell

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the design contract by Cushing Terrell, for the Civic Center City Court Relocation Project, in the amount of \$321,950.00 utilizing American Rescue Plan Act funds, and authorize the City Manager to execute the contract documents.”

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

Staff Recommendation: Staff recommends that the City Commission approve the design contract by Cushing Terrell, for the Civic Center City Court Relocation Project.

Summary: City staff have been working with Cushing Terrell to review the current conditions and future needs of the City Court, currently housed in the basement of the Civic Center. Through months of consultation with interested parties, the project team and the City Commission decided that the best option for the City Court needs was to move the Court to the 2nd floor of the Civic Center, where the Missouri Room is currently. Cushing has provided a budget estimate for design services for the project. Staff recommends approval of the design contract to enable construction of the project to begin prior to the December 2024 ARPA deadline.

Background: The City Court Project was identified as a Tier 1 ARPA project by the City Commission at the April 5, 2022 meeting. The project was intended to identify the needs of the Court and Court staff, and provide the best option to either remodel the current facilities in the basement of the Civic Center or relocate the Court to another site. Numerous options to relocate the Court have been looked at over the last decade, but a viable opportunity to do so never materialized, due to space or budget constraints. This investigation continued in earnest after the ARPA funds were secured and the Court project was identified as a Tier 1 project. Preliminary design efforts on remodeling the current Court facilities in the basement revealed that installing adequate court spaces, adding room for a second judge, and providing room for growth in the Court Staff would be incredibly difficult and costly to accomplish in the basement. City

staff investigated multiple options to relocate the Court outside of the Civic Center, but all of those facilities were found to be inadequate to serve the Court's needs, or were not feasible due to budget and time constraints. Focus then shifted to providing a preliminary design for relocating the Court to the 2nd floor of the Civic Center, where the Missouri Room is currently. City staff have been working with Cushing Terrell on preliminary design options for the Missouri Room space. Designs were presented to the City Commission at the July 18th work session, and the City Commission recommended that the project team bring forth a formal design contract for relocating the Court space to the Missouri Room.

Cushing has provided a design estimate for the project, in the amount of \$321,950.00, for the design work for the project. This design will include the necessary architectural, mechanical, and electrical construction documents to enable bidding by a qualified contractor. This contract also includes allowances for asbestos testing, consulting with a sound engineer, construction administration, and engaging in some preliminary design options for the basement layout. Due to their familiarity with the Civic Center building and infrastructure, Cushing is well suited to provide an integrated design for the overall project, complimenting all of the other infrastructure upgrades that are happening around the building. Cushing is ready to execute the project immediately upon approval from the Commission.

Conclusion – Staff recommends approval of the design contract put forth by Cushing Terrell for the Civic Center Court Relocation Project, in the amount of \$321,950.00.

Alternatives: The City Commission could vote to decline the proposed design contract provided by Cushing.

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

Attachments/Exhibits:

Professional Services Agreement and Scope of Work provided by Cushing Terrell

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as “City,” and **CTA, INC. DBA CUSHING TERRELL**, 219 2nd Avenue S., Great Falls, MT, 59405, hereinafter referred to as “Consultant.”

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

1. Purpose: City agrees to hire Consultant as an independent contractor to perform for City services described in the Scope of Services attached hereto as Exhibit “A” and by this reference made a part hereof.

2. Term of Agreement: This Agreement is effective upon the date of its execution. Both parties reserve the right to cancel this Agreement by providing a written thirty (30) day notice to the other party.

3. Scope of Work: Consultant will perform the work and provide the services in accordance with the requirements of the Scope of Services.

4. Payment: City agrees to pay Consultant at the hourly rate(s) set forth in the Scope of Services, for a total not to exceed amount of **THREE HUNDRED TWENTY-ONE THOUSAND, NINE HUNDRED FIFTY DOLLARS (\$321,950.00)** for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

5. Independent Contractor Status: The parties agree that Consultant is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Consultant is not subject to the terms and provisions of the City’s personnel policies handbook and may not be considered a City employee for workers’ compensation or any other purpose. Consultant is not authorized to represent the City or otherwise bind the City in any dealings between Consultant and any third parties.

Consultant shall comply with the applicable requirements of the Workers’ Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Consultant shall maintain workers’ compensation coverage for all members and employees of Consultant’s business, except for those members who are exempted by law.

Consultant shall furnish the City with copies showing one of the following: **(1)** a binder for workers’ compensation coverage by an insurer licensed and authorized to provide workers’

compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

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

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

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

- | | | |
|----|---|---|
| 1. | Commercial General Liability
(bodily injury and property damage) | \$1,000,000 per occurrence
\$2,000,000 aggregate |
| 2. | Products and Completed Operations | \$2,000,000 |
| 3. | Automobile Liability | \$1,500,000 combined single limit |
| 4. | Workers' Compensation | Not less than statutory limits |

- 5. Employers' Liability \$1,000,000
- 6. Professional Liability (E&O) \$1,000,000 per claim
(only if applicable) \$2,000,000 aggregate

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

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

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

8. Professional Service: Consultant agrees that all services and work performed hereunder will be accomplished in a professional manner consistent with the professional standard of practice under similar circumstance and in the same location.

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

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

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

12. Modification and Assignability: This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Consultant may not subcontract or assign Consultant's rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

13. Ownership and Publication of Materials: All reports, information, data, and other materials prepared by the Consultant pursuant to this Agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at the City’s sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

14. Liaison: City’s designated liaison with Consultant is **Sylvia Tarman** and Consultant’s designated liaison with City is **Anthony Houtz**.

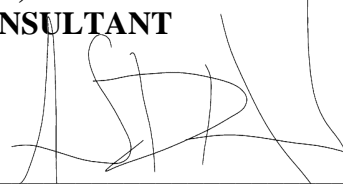
15. Applicability: This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

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

CITY OF GREAT FALLS, MONTANA

**CTA, INC. DBA CUSHING TERRELL
CONSULTANT**

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

By:  _____
Print Name: Anthony Houtz
Print Title: Associate Principal
Date: July 20, 2023

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

APPROVED AS TO FORM:

By _____
David G. Dennis, City Attorney*

* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City

of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

July 20, 2023



Mr. Greg Doyon
c/o Sylvia Tarman
City of Great Falls
#2 Park Drive South
Great Falls, Montana 59401

Re: Great Falls Civic Center Courts Renovation

Mr. Doyon:

Per our conversation, please see the following proposal for providing design documents for renovating the Civic Center City Courts suite and providing additional staff and courtroom space for the City of Great Falls.

SCOPE OF PROJECT

The City Courts are currently located on the lower level of the Great Falls Civic Center and consist of only a few spaces. A City Courtroom occupies the far southeast corner of the Civic Center and can accommodate approximately 35 people in the gallery. A small joint defense/jury room is situated in the rear of the courtroom. Across the hallway, the Court Staff Offices are located in an open area and are accompanied by a private restroom and two public restrooms. A window for serving the public is situated on the hallway side, and staff is situated to support visual access to the public window. A vault that is utilized by the Civic Center is in the vicinity of the court staff and interrupts the continuity of the existing space. Behind the Court Staff Offices to the west is a large storage area that is jointly used by courts, finance, and maintenance.

Primary issues with the space as it currently operates are an inability to separate the public and handle the queueing effectively for court activities, difficulty with the intake/process for defendants as they proceed toward court, inability to provide for an additional judge or court staff, and safety/resiliency concerns for the HVAC and fresh air systems in the space. Access from the City Staff Offices to the Courtroom currently requires crossing the public hallway, which is a safety and security concern.

We understand the scope of the project is to rework the court facilities to allow for future growth, provide for a more unified court process that accommodates safe transfer of both city staff and secure documents, better accommodate the intake for defendants, and improve the overall quality of the working environment. The courts are intended to occupy the space in the building where the Missouri Room currently exists and as such, the design will need to be historically appropriate and respectful and achieve strong unity with the existing architecture. We will also develop a preliminary layout and feasibility review for utilizing the lower level space to handle IT and meeting areas.

Our team will incorporate as-built existing information into our three-dimensional building model and provide design solutions for these areas in an integrated fashion for delivery to a contractor for construction. Primary disciplines will include Architectural, Mechanical, Electrical, Structural, and Plumbing design by Cushing Terrell, and Asbestos Testing and Acoustical design by our consultants. Fire protection and Fire Alarm design is not included in this proposal but if necessary, those design services may be added at a future date.

PROPOSAL

Based on the Scope of Project and Services described below, Cushing Terrell proposes working toward a budgeted amount for each portion of the project. The project will be billed monthly. Payments are due and payable fifteen (15) days from the date of Cushing Terrell's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of 1.5% per month.

The budget figure can be adjusted, although we feel this is, in general, a reasonable reflection of the effort required for the project. Cushing Terrell will be happy to work with your team to identify project scope or services that can be expanded, reduced, or eliminated.

Basic Services Budget – Courts Scope :

- Preliminary Scoping \$ 24,350
- Schematic Design \$ 18,805
- Design Development \$ 55,298
- Construction Documents \$127,385
- Asbestos/Lead Inspection and Report (Allowance) \$ 4,950
- Acoustic Design (Allowance) \$ 16,500
- Bidding and Construction Administration \$ 67,162
- Reimbursables \$ 2,500

Basic Services Budget – Lower Level Scope :

- Preliminary Scoping \$ 5,000

If this proposal meets your approval, please sign one copy and return as a Notice to Proceed. Thank you for the opportunity to be a part of this project.

Respectfully submitted,

Anthony Houtz, AIA, LEED AP
Cushing Terrell

Mr. Greg Doyon, City Manager
City of Great Falls



Commission Meeting Date: August 1, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10520, Resolution authorizing the issuance and negotiated sale of up to \$850,000 Tax Increment Industrial Infrastructure Development Revenue Bonds, Series 2023 (Great Falls International Airport Tax Increment Financing Industrial District), Subject to terms and limitations set forth herein and authorizing the City Manager and Fiscal Services Director to enter into a bond purchase agreement with respect thereto

From: Melissa Kinzler, Finance Director

Initiated By: Great Falls International Airport Authority Development Agreement

Presented By: Melissa Kinzler, Finance Director

Action Requested: Adopt Resolution 10520

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/ deny) Resolution 10520.”

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 adopt Resolution No. 10520.

Background: In May of 2021, the City Commission adopted Resolution 10399, which approved the Great Falls Airport Authority’s (Authority) request for Tax Increment Financing (TIF) funds from the Great Falls International Airport Tax Increment Financing Industrial TIF District to aid in the cost of infrastructure improvements. This request was in coordination with a project that would construct improvements including water service lines, sewer service lines, storm sewer improvements, electric/data services lines, and two roadway access points. The improvements are now constructed and accepted by the City, and will be used to serve the future construction of buildings to be used for industrial warehouse bays.

After the City Commission’s approval of the development agreement recorded on May 19, 2021, which allocated \$762,510 for the projects, the construction and bidding process resulted in higher dollar amounts than estimated in the original request. The Authority requested additional TIF reimbursement to cover the inflated costs. The revised request by the Authority asked for a total reimbursement of \$1,091,238. Amendment No. 1 to the development agreement was approved by the City Commission on December 6, 2022. In the amended development agreement, the City agreed to (i) reimburse the Authority for \$400,000 of costs of the Infrastructure Improvements with Tax Increment funds on hand and (ii) issue Bonds payable

from the Tax Increment in a principal amount sufficient to pay or reimburse the Authority for up to \$691,238 of Infrastructure Improvements, to fund a deposit to the reserve account and to pay costs of issuance. The City has reimbursed the Authority the \$400,000 from the Tax Increment funds on hand. The amount the City will reimburse the Airport in issuing the Bonds will be \$521,183.80. The total reimbursed amount for Infrastructure Improvements to the Authority will be \$921,183.80.

Resolution 10520, will establish the terms, and limitations of the sale. The City Manager and the Fiscal Services Director, or the Deputy City Manager in the absence or unavailability of either, are authorized to determine the conditions pertaining to the negotiated sale of the Series 2023 Bonds, including whether the Series 2023 Bonds will be sold in a public offering or a private placement. If the Series 2023 Bonds are sold in a public offering, D.A. Davidson & Co., of Great Falls, Montana (“Davidson”) will serve as underwriter for the public sale of the Series 2023 Bonds. If the Series 2023 Bonds are sold in a private placement, Davidson will serve as placement agent and solicit proposals from banks and other financial institutions for the direct purchase of the Series 2023 Bonds.

The purchase price, redemption features, and interest rate on the Bonds will be subject to the following conditions and limitations:

- (1) the aggregate principal amount of the Series 2023 Bonds shall not exceed \$850,000.
- (2) the average coupon rate on the Series 2023 Bonds shall not exceed 6.0%
- (3) the purchase price of the Series 2023 Bonds shall not be less than 98.5% of the principal amount thereof; and
- (4) the final maturity of the Series 2023 Bonds shall not be later than 17 years from their date of issuance.

Upon final approval of the interest rate, purchase price, and other terms and conditions of the sale of the Bonds, the City Manager, Fiscal Service Director, or the Deputy City Manager in the absence or unavailability of the either, shall be authorized to enter into and execute a Bond Purchase Agreement on behalf of the City. The form of the Bonds and the final terms and conditions will be brought in front of the City Commission under a separate resolution for final approval.

Fiscal Impact: The fiscal impact of issuing \$850,000 of revenue bonds is estimated to be an average debt service of \$87,398 a year through Fiscal Year 2039 in the Airport Tax Increment Fund. The final debt service amount is dependent on the interest rate and such parameters will be set with the resolution presented at a September, 2023 City Commission meeting.

Alternatives: The City Commission could elect to deny the Resolution. This action would prevent the Authority from receiving reimbursement to wholly cover the costs of the project previously approved through the Development Agreements.

Concurrences: City Finance and Planning staff, as well as the City’s outside legal counsel have reviewed and approved the request.

Attachments/Exhibits:
Resolution 10520

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Great Falls, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. 10520 , entitled: "RESOLUTION AUTHORIZING THE ISSUANCE AND NEGOTIATED SALE OF UP TO \$850,000 TAX INCREMENT INDUSTRIAL INFRASTRUCTURE DEVELOPMENT REVENUE BONDS, SERIES 2023 (GREAT FALLS INTERNATIONAL AIRPORT TAX INCREMENT FINANCING INDUSTRIAL DISTRICT), SUBJECT TO THE TERMS AND LIMITATIONS SET FORTH HEREIN; AND AUTHORIZING THE CITY MANAGER AND FISCAL SERVICES DIRECTOR TO ENTER INTO A BOND PURCHASE AGREEMENT WITH RESPECT THERETO" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a regular meeting on August 1, 2023 and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Commission Members voted in favor thereof: _____; voted against the same: _____; abstained from voting thereon: _____; or were absent: _____.

WITNESS my hand officially this ____ day of _____, 2023.

(SEAL)

City Clerk

RESOLUTION NO. 10520

RESOLUTION AUTHORIZING THE ISSUANCE AND NEGOTIATED SALE OF UP TO \$850,000 TAX INCREMENT INDUSTRIAL INFRASTRUCTURE DEVELOPMENT REVENUE BONDS, SERIES 2023 (GREAT FALLS INTERNATIONAL AIRPORT TAX INCREMENT FINANCING INDUSTRIAL DISTRICT), SUBJECT TO THE TERMS AND LIMITATIONS SET FORTH HEREIN; AND AUTHORIZING THE CITY MANAGER AND FISCAL SERVICES DIRECTOR TO ENTER INTO A BOND PURCHASE AGREEMENT WITH RESPECT THERETO

BE IT RESOLVED by the City Commission (the “Commission”) of the City of Great Falls, Montana (the “City”), as follows:

Section 1. Authorization and Recitals.

1.01. Authorization. The Commission, pursuant to Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the “Act”), and Ordinance No. 3022, duly adopted on November 5, 2008, and revised by Ordinance No. 3043, duly adopted on September 1, 2009 (as such may be further amended and supplemented, (the “Ordinance”), established an industrial district known as the Great Falls International Airport Tax Increment Financing Industrial District (the “District”) and adopted the Great Falls International Airport Tax Increment Financing Industrial District Plan (the “Plan”) for the purpose of undertaking and financing or reimbursing costs of industrial infrastructure projects therein. The Plan provides for the segregation and collection of tax increment with respect to the District. The District and the Plan have been duly and validly created and adopted in accordance with the Act and are in full force and effect.

1.02. Airport Project. The Great Falls International Airport Authority, a regional airport authority created by the City and Cascade County, Montana (the “Authority”), is undertaking a multi-year, multi-phase development project on a 300-acre site in the District located at 4201 Ulm North Frontage Road Great Falls, Montana 59404, consisting of the construction of large metal warehouse buildings to be leased and/or sold primarily to third parties engaged in secondary, value-adding industries (the “Airport Project”). Pursuant to the Act and the Ordinance, the City (i) designated and approved the Airport Project as an industrial development project and (ii) authorized the use of tax increment with respect to the District in an amount not to exceed \$1,091,238 to pay or reimburse the Airport for the costs of certain qualified improvements associated with the Airport Project, consisting of design and construction of electric/data service lines, water lines, sewer lines, storm sewer improvements, and roadway approaches (collectively, the “Infrastructure Improvements”).

1.03. The City and the Airport entered into a Development Agreement, dated as of May 19, 2021, as amended and supplemented by Amendment No. 1 to Development Agreement dated as of November 28, 2022 (the “Development Agreement”), pursuant to which the City has paid agreed to issue bonds payable from Tax Increment in a principal amount sufficient to pay or

reimburse the Airport for \$691,238 of costs of the Infrastructure Improvements. The Airport has represented to the City that it has satisfied all preconditions to the issuance of such bonds as set forth in the Development Agreement.

Section 2. Authorization. Pursuant to the authorizations and findings recited in the Plan and in Section 1 hereof, it is hereby determined that it is in the best interests of the City to offer for sale its Industrial Infrastructure Development Revenue Bonds, Series 2023 (Great Falls International Airport Tax Increment Financing Industrial District) (the “Series 2023 Bonds”), in the maximum aggregate principal amount of \$850,000, for the purpose of paying or reimbursing costs of the Infrastructure Improvements, funding a deposit to a debt service reserve account for the Series 2023 Bonds, and paying costs of issuance of the Series 2023 Bonds, as determined by the officers and employees of the City identified pursuant to and subject to the limitations set forth in Section 4 hereof.

Section 3. Available Tax Increment. Upon the issuance of the Series 2023 Bonds, there are no other obligations of the City in respect of the Tax Increment. Based on Tax Increment of \$131,230 received in Fiscal Year 2022 and Tax Increment of \$125,782 projected to be received in Fiscal Year 2023, the City estimates that the Tax Increment to be received from the District will be at least \$125,782 per year. The estimated maximum annual debt service on the Series 2023 Bonds, assuming an average coupon rate on the Series 2023 Bonds of 6.0% per annum and a term of 15 years, is \$88,800. Accordingly, (i) the Tax Increment projected to be received each year is sufficient to pay the estimated maximum annual debt service on the Series 2023 Bonds, and (ii) the Tax Increment received in Fiscal Year 2022 and projected to be received in the next succeeding three fiscal years is estimated to be at least 140% of the estimated maximum annual debt service on the Series 2023 Bonds.

Section 4. Parameters and Terms of Sale.

4.01 This Commission hereby determines that it is in the best interests of the City to sell the Series 2023 Bonds in a negotiated sale. The City Manager and the Fiscal Services Director, or the Deputy City Manager in the absence or unavailability of either, are hereby authorized and directed to determine the conditions pertaining to the negotiated sale of the Series 2023 Bonds, including whether the Series 2023 Bonds will be sold in a public offering or a private placement. If the Series 2023 Bonds are sold in a public offering, D.A. Davidson & Co., of Great Falls, Montana (“Davidson”) will serve as underwriter for the public sale of the Series 2023 Bonds. If the Series 2023 Bonds are sold in a private placement, Davidson will serve as placement agent and solicit proposals from banks and other financial institutions for the direct purchase of the Series 2023 Bonds.

4.02 The Series 2023 Bonds shall be sold on terms and at a purchase price within the following limitations and conditions: (1) the aggregate principal amount of the Series 2023 Bonds, exclusive of original issue discount or premium, shall not exceed \$850,000; (2) the average coupon rate on the Series 2023 Bonds shall not exceed 6.0%; (3) the purchase price of the Series 2023 Bonds shall not be less than 98.5% of the principal amount thereof; and (4) the final stated maturity of the Series 2023 Bonds shall not be later than 17 years from their date of issue. All costs of issuing the Series 2023 Bonds (including, without limitation, placement agent

fees, underwriter's discount, bank fees, rating agency fees, bond counsel fees, paying agent and registrar fees, costs of the preliminary and final Official Statement, and the costs of printing the Series 2023 Bonds) shall be paid by the City.

The form of the Series 2023 Bonds and the final terms and conditions thereof shall be prescribed by a subsequent resolution to be adopted by this Commission.

4.03. The City Manager and the Fiscal Services Director, or the Deputy City Manager in the absence or unavailability of either, are hereby authorized and directed approve the principal amount, purchase price, maturity dates, interest rates and redemption provisions of the Series 2023 Bonds, all subject to the conditions contained in this Section 4. Upon approving such terms, the City Manager and the Fiscal Services Director, or the Deputy City Manager in the absence or unavailability of either, are hereby authorized and directed to approve, execute and deliver a bond purchase agreement (the "Bond Purchase Agreement") containing the agreement of the City to sell, and the agreement of Davidson (in a public offering) or the bank or financial institution (in a private placement) to purchase, the Series 2023 Bonds on the terms so approved, and containing such other provisions as the City Manager and the Fiscal Services Director, or the Deputy City Manager in the absence or unavailability of either, shall deem necessary and appropriate. The execution and delivery of the Bond Purchase Agreement shall be conclusive as to the approval of such officers or employees of the terms of the Series 2023 Bonds and the agreement of the City to sell the Series 2023 Bonds on such terms in accordance with the provisions thereof.

Section 5. Official Statement. If the Series 2023 Bonds are to be offered and sold in a public offering, the City Manager and the Fiscal Services Director, in cooperation with Davidson, are hereby authorized and directed to prepare on behalf of the City, an Official Statement, to be distributed by Davidson to prospective purchasers of the Series 2023 Bonds. The Official Statement shall contain such information as shall be advisable and necessary to describe accurately the City and the security for, and the terms and conditions of, the Series 2023 Bonds. The Fiscal Services Director is authorized on behalf of the City to deem the preliminary Official Statement near "final" as of its date, in accordance with Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934.

Section 6. Continuing Disclosure. If the Series 2023 Bonds are to be offered and sold in a public offering, to permit Davidson and other participating underwriters in the primary offering of the Series 2021 Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), the City will covenant and agree, for the benefit of the registered holders and beneficial owners from time to time of the outstanding Series 2023 Bonds, to provide annual reports of specified information and notice of the occurrence of certain events. A description of the undertaking will be set forth in the Official Statement.

Section 7. Effective Date. This Resolution shall become effective immediately upon adoption by the City Commission.

Passed and adopted by the City Commission of the City of Great Falls, Montana, on this 1st day of August, 2023.

Bob Kelly, Mayor

Attest:

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney



Commission Meeting Date: August 1, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10524, A Resolution Establishing a policy concerning appointments to Boards and Commissions and repealing Resolution 10235.

From: Gregory T. Doyon, City Manager

Initiated By: City Commission

Presented By: City Commission

Action Requested: Adopt Resolution 10524.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10524.”

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

Summary: During the Commission Initiatives section of the July 18, 2023 the City Commission directed Manager Doyon to have staff draft a revision to the current policy concerning Appointments to Boards and Commissions. Specifically, Commissioner Tryon recommended that all board and commission appointments be opened and advertised for applicants when the position is vacant or set to expire through a term end date.

The appointment policy was last amended through Resolution 10235 and was adopted by the City Commission on June 5, 2018.

Currently the policy states:

3. In the case of a member eligible for and interested in reappointment, if the member is in good standing and the applicable board or commission recommends that the member be reappointed, his or her application shall be brought before the City Commission for consideration for reappointment without advertising for other citizen interest. The City Commission reserves the right to accept or reject that member for reappointment.

With proposed Resolution 10524, the language would read:

3. All board vacancies will be advertised on the City’s Website and sent out to local media. In the case of a member eligible for and interested in reappointment, if the

member is in good standing, his or her application shall be brought before the City Commission for consideration for reappointment along with all newly received applications. The City Commission reserves the right to accept or reject that member for reappointment.

Alternatives: The City Commission could choose to make additional changes to the proposed Resolution or deny Resolution 10524 and keep the current policy in place.

Attachments/Exhibits:

Resolution 10524

Draft of Recruitment and Appointment Process

RESOLUTION NO. 10524**A RESOLUTION ESTABLISHING A POLICY CONCERNING APPOINTMENTS TO BOARDS AND COMMISSIONS AND REPEALING RESOLUTION 10235.**

WHEREAS, the City Commission has the responsibility, both solely and in conjunction with other units of government, for making appointments to several Boards and Commissions; and

WHEREAS, Resolution 10524 will apply to all Boards and Commissions unless federal or state law dictates otherwise; and

WHEREAS, the purpose of the City Boards and Commissions is to provide opportunity for citizen participation in government and provide assistance and recommendations to the City Commission; and

WHEREAS, the City Commission is committed to involving as many citizens as possible in the decision-making process.

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

1. Except as provided below, or as otherwise specified by ordinance or other resolution adopted by the City Commission, the maximum uninterrupted length of service on any single board or commission shall be two consecutive terms, exclusive of the time served on any unexpired term, for each person appointed by the City Commission.

The following boards and commissions are excepted from this requirement, in the following particulars:

- a) Great Falls Housing Authority: In accordance with state law, tenant members may serve five (5) consecutive two-year terms, exclusive of the time served on any expired term [Mont. Code Ann. § 7-15-4432(2)].
 - b) Business Improvement Districts: district boards established to govern the affairs of a business improvement district may recommend to the City Commission appointments pursuant to any by-laws adopted by the recommending district. Subject to the provisions of Section 5 below, if a district board can demonstrate that its active efforts to recruit qualified and eligible new applicants to replace a board member who has served two consecutive terms have been unsuccessful, the City Commission will consider waiving the term limit for no more than one additional term.
2. Members whose terms expire shall serve until a successor is appointed and qualified.
 3. All board vacancies will be advertised on the City's Website and sent out to local media. In the case of a member eligible for and interested in reappointment, if the member is in good standing, his or her application shall be brought before the City Commission for consideration for reappointment along with all newly received applications. The City Commission reserves the right to accept or reject that member for reappointment.

- 4. Boards and commissions are encouraged to make recommendations to the City Commission regarding appointments to vacant positions on any Board or Commission, but the City Commission reserves the right to accept or reject those recommendations.
- 5. The City Commission acknowledges that some board and commissions may have adopted bylaws and/or policies to assist in the management of their affairs, and that some of these same by-laws and/or policies may contain provisions regarding appointments and tenure of board and commission members, and processes for recruitment. The City Commission is not bound by these bylaws and/or policies. Except as provided by federal or state law, the authority of the City Commission in the appointment process is paramount and supersedes any bylaw provisions and/or policies.
- 6. The City Commission reserves the right to interview applicants to any board or commission.
- 7. Citizens may not serve on two or more boards or commissions simultaneously, unless authorized to do so by the City Commission.
- 8. Unless otherwise provided by resolution or ordinance, all terms shall begin on the date of appointment.
- 9. The City Manager shall approve an internal advertising and appointment procedure for member recruitment.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 1st day of August, 2023.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

Board and Commission Recruitment and Appointment Procedure

As authorized by Resolution 10524, adopted by the City Commission on August 1, 2023, the City Manager is authorized to approve an internal advertising/appointment procedure for member recruitment. The City Commission makes appointments to over 20 Boards and Commissions. The City Manager's Office is responsible to track terms of the members and facilitates the recruitment and appointment process. The process for appointments is as follows:

1. The City Commission is responsible for making all appointments and has the ultimate authority.
2. If a term is set to expire or a vacancy becomes available, whether through a term limit or resignation, the vacancy is posted on the City's website and any other means available. The media is encouraged to make the vacancy known to the public. Generally, no paid advertising is done. A deadline for submitting applications is stated in the announcement. At the City Manager's discretion, additional applications may be accepted after the deadline.
3. In the case of a member eligible for and interested in reappointment, if the member is in good standing, his or her application shall be brought before the City Commission for consideration for reappointment along with all newly received applications.
4. When the deadline passes, applications will be provided to the appropriate staff representative /board/commission to give them an opportunity for review and submit a recommendation if they desire.
5. An agenda report will be prepared for the City Commission's consideration at a City Commission meeting. Once appointments are made, notification letters are sent to all reappointed, incoming, outgoing, and unselected applicants. Unselected applicants are advised they can keep their application active for one year in the event of another vacancy, but they must notify the City Manager's Office.
6. The City Manager has the authority to permit a City employee to serve on a board if the City Manager determines that there would be no conflict of interest.

Authorized by:

Gregory T. Doyon, City Manager

Date