



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
June 07, 2022
7:00 PM**

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

Public participation is welcome in the following ways:

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

PROCLAMATIONS

NeighborWorks Week, Homeownership Month, Lewis and Clark Festival.

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. Reappointment to the Police Commission.
5. Appointment to the Mansfield Center for the Performing Arts Advisory Board.
6. Miscellaneous reports and announcements from Boards and Commissions.

CITY MANAGER

7. 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.

8. Minutes, May 17, 2022, City Commission Meeting.
9. Total Expenditures of \$4,257,642 for the period of May 1, 2022 through May 25, 2022, to include claims over \$25,000, in the amount of \$3,572,181.
10. Contracts List.
11. Approve the cancellation of Outstanding and Unpaid Payroll Checks over a year old for a total amount of \$515.23.
12. Approve the purchase and installation of Sport Court Game Tiles for Lions Park Tennis Court from Sport Court of Montana through Sourcewell, a government purchasing service cooperative, in the amount of \$55,643.20 utilizing Great Falls Park District 1 funds.
13. Approve a Professional Services Agreement in the amount not to exceed \$260,586 to Morrison Maierle, for design phase services for the Wastewater Treatment Plant Westside Pump Station Improvements and Bar Screen Replacement project, and authorize the City Manager to execute the agreement documents.
14. Set the public hearing on Resolution 10458 for the request of a Conditional Use Permit for a “Two-family residence” land use upon the property addressed as 3125 8th Avenue North for July 5, 2022.

Action: Approve Consent Agenda as presented or remove items for separate discussion and/or vote by any Commission member.

PUBLIC HEARINGS

15. Resolution 10459, Annexing Tract A of Certificate of Survey 2248 and a portion of Division Road; and Ordinance 3243, Assigning C-2 zoning to Tract A and the eastern half of the subject portion of Division Road, and assigning R-6 zoning to the western half of the subject portion of Division Road. *(Presented by Craig Raymond)*

I. Resolution 10459, *Action: Conduct a joint public hearing and adopt or deny Res. 10459 and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant.*

II. Ordinance 3243, *Action: Adopt or deny Ord. 3243 subject to the accompanying Findings of Fact/Basis of Decision.*

OLD BUSINESS

16. Water Treatment Plant Solids Mitigation Project. *Action: Award or not award a GCCM contract to Sletten Construction Company for Phase One Preconstruction Services in the amount of \$54,000 and approve or deny the stated reasons documented in the Agenda Report for the contract award. (Presented by Paul Skubinna)*

NEW BUSINESS

17. Amendment to 1975 Agreement Establishing City-County Health Department to Designate HB 121 “Governing Body” Entity. *Action: Approve or not approve the proposed amendment and request the Board of County Commissioners for formal approval of the Amendment. (Presented by Jeff Hindoién)*
18. Montana Department of Natural Resources and Conservation America Rescue Plan Act Grant Agreement. *Action: Approve or deny the ratification of the Grant Agreement to fund the City of Great Falls Lift Station Number 1 Facility Improvements and Supplemental Forcemain Project - Lift Station 1. (Presented by Tom Hazen)*
19. Southwest Side Street Reconstruction Project. *Action: Award or not award a contract in the amount of \$1,028,930 to United Materials, Inc., and authorize or not authorize the City Manager to execute the necessary contract documents. (Presented by Paul Skubinna)*
20. Southwest Side Water Main Replacement - Phase III. *Action: Award or not award a contract in the amount of \$1,642,063.50 to Geranios Enterprises Inc. and authorize the City Manager to execute the contract documents. (Presented by Paul Skubinna)*

ORDINANCES / RESOLUTIONS

21. Ordinance 3244, Repealing Title 2, Chapter 12, Sections 010-050 of the OCCGF, Dissolving the Golf Advisory Board. *Action: Adopt or deny Ord. 3244. (Presented by Steve Herrig)*

CITY COMMISSION

22. Miscellaneous reports and announcements from the City Commission.
23. Commission Initiatives.

ADJOURNMENT

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

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

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



Commission Meeting Date: June 7, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Reappointment to the Police Commission
From: City Manager’s Office
Initiated By: City Commission
Presented By: City Commission
Action Requested: Reappoint one member to the Police Commission for a three-year term.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (reappoint/not reappoint) Tim Shanks to the Police Commission for a three-year term through June 30, 2025.”

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

Police Commission Recommendation: The Police Commission meets on an as needed basis and does not have a meeting scheduled in the near future. Staff is asking the City Commission consider the reappointment without the recommendation from the Commission.

Background: Tim Shanks was appointed to the Police Commission on July 1, 2019 to fill a three-year term through June 30, 2022. Mr. Shanks is interested and eligible for a second three-year term.

Purpose

The Police Commission reviews all Police Department applicants for police officer positions and hears disciplinary appeals for the Police Department. The Commission is composed of three members appointed by the City Commission.

Members of this commission are:

Tim Shanks	7/1/2019 – 6/30/2022
John Hackwith	7/7/2020 – 6/30/2023
Morgan Kasuske	7/7/2020 – 6/30/2024

Alternatives: The Commission could chose to not to reappoint and wait for a recommendation from the Police Commission or ask staff to advertise for other citizen interest.



Commission Meeting Date: June 7, 2022
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Appointment to the Mansfield Center for the Performing Arts Advisory Board

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Appoint a member to the Mansfield Center for the Performing Arts Advisory Board for the remainder of a three-year term through December 31, 2024.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (appoint/not appoint) Carl Donovan for the remainder of a three-year term through December 31, 2024.”

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

Board Recommendation: It is recommended that the City Commission appoint Carl Donovan for the remainder of a three-year term through December 31, 2024.

Summary: In early January 2021, board member Kyler Baker resigned from the Mansfield Board. The City began advertising on the City's Website for that vacancy. The City received an application from Carl Donovan on March 28, 2022. Mr. Donovan previously served on the Board from January 2013 through December 2018. He is eligible to serve as there has been several years between terms.

The Mansfield Center for the Performing Arts Advisory Board met on May 20, 2022 and the Board voted to recommend appointment of Mr. Donovan for the remainder of a three-year term.

In December 2021, the terms for Larry Gomoll, Patty Holmes-Myers and Nancy Clark expired. Mr. Gomoll is not interested in continuing to serve on the Board. Ms. Holmes-Myers served two full terms and is not eligible for another term. Ms. Clark recently moved outside of city limits making her ineligible to continue serving on the board.

The City will continue to advertise for these vacancies.

Background:

The Civic Center Advisory Board was created in 1997 and was amended by Ord. 2928 in February of 2006 to change the name to the Mansfield Center for the Performing Arts Advisory Board. The Board acts in an advisory capacity to the City Commission and the City Manager on matters related to the successful operation of the Civic Center as the Mansfield Center for the Performing Arts and public meeting rooms.

The Board consists of five to seven members with an attempt to have representation from the areas of performing arts, conventions and meetings, and civic leaders.

Continuing members of this Board are:

Grant Harville	12/19/2017 – 12/31/2022
Christina Horton	10/3/2018 – 12/31/2023
Krystina Thiel-Smalley	1/6/2021 – 12/31/2023

Members leaving the Board:

Kyler Baker	3/17/2020 – 12/31/2022 (Resigned January 2021)
Patty Holmes-Myers	1/1/2016 – 12/31/2021
Larry Gomoll	3/5/2019 – 12/31/2021
Nancy Clark	11/7/2017 – 12/31/2021

Citizen interested in serving on the Board:

Carl Donovan

Alternatives: The Commission could choose to not appoint and direct staff to continue advertising.

Attachments:

Mr. Donovan’s Application



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

Agenda #5.

RECEIVED
MAR 28 2022
CITY MANAGER

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

Board/Commission Applying For: <i>Mansfield Advisory Brd</i>		Date of Application: <i>3/24/2022</i>
Name: <i>Carl J. Donovan</i>		
Home Address: <i>1509 13th AVE S</i>		Email address: <i>cjdd72@charter.net</i>
Home Phone:	Work Phone:	Cell Phone: <i>(406) 750-2195</i>
Occupation: <i>RETIRED</i>		Employer:
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: <i>Been involved in music, theatre, dance, been a usher</i>		
Educational Background:		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: <i>CF Transit Brd - chair BREC Helping HANDS food pantry</i>		
Previous and current public experience (elective or appointive): <i>Been on Advisory Brd twice before - Term limited out both times CF Transit - elect MC #6</i>		
Membership in other community organizations:		

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

PT at Rec Center, march at Civic Center

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

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

Mansi Prasad Advisors

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

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

*Think we need to bring more family things -
young crowds also would like to see the Community Center Spiced up
its old & outdated But a great space*

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

*Been involved with production at Civic Center
Think the theater is a real jewel*

Additional comments:

Signature *Carl J. Donovan*

Date: *3/24/2020*

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

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

Fax:
(406) 727-0005

Email:
kartis@greatfallsmt.net

JOURNAL OF COMMISSION PROCEEDINGS
May 17, 2022

Regular City Commission Meeting

Mayor Kelly presiding

CALL TO ORDER: 7:00 PM

Commission Chambers Room 206

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Bob Kelly, Eric Hinebauch, Joe McKenney, Rick Tryon and Susan Wolff. Also present were City Manager Greg Doyon and Deputy City Manager Chuck Anderson; Public Works Director Paul Skubinna; Planning and Community Development Director Craig Raymond; Finance Director Melissa Kinzler; Park and Recreation Director Steve Herring; City Attorney Jeff Hindoien and Deputy 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: For transparency, Commissioner McKenney referred to Item 12 and disclosed that he was a former owner of the Cartwheel Bar business and property. He has no financial ties to the property and is not privy to information other than what was provided to the Commission on this item.

PROCLAMATIONS: Men's Health Month (June 2022).

COMMUNITY INITIATIVES

1. COMMUNITY HEALTH UPDATE – CITY COUNTY HEALTH DEPARTMENT.

Due to a scheduling conflict, Public Health Officer Abigail Hill was unable to attend this evening and provide an update.

PETITIONS AND COMMUNICATIONS

- 2. Isaac Bacon**, 333 Riverview 4 West, commented that he spent a lot of time this past year with the City's homeless. He urged the City not to stand in citizens' way to practice their religions and constitutional rights to take care of their homeless neighbors.

Jeni Dodd, City resident, commented that misinformation is being put forth by the Big Sky Country National Heritage Area (BSCNHA) corporation that there are no potential conflicts with property rights. She discussed a case before a Virginia court wherein the Institute for Justice was involved. She suggested reading more about it at E-City Beat or Google, and noted that there are examples of property rights abuses associated with National Heritage Areas.

Megan Miller, 1525 3rd Avenue North, commented that her family routinely spends time with the unsheltered citizens in the community. Their lives are hard. Many of them choose substances to help them cope and have addictions. There is too much pain in their lives, and too few external and internal resources available to them. They are encouraged to choose abstinence and other

JOURNAL OF COMMISSION PROCEEDINGS
May 17, 2022

healthier ways of coping. She asked that the City not stop citizens from doing their part to help ease the pain of the homeless.

Julie Bass, City resident and mental health counselor, commented that a lot of the homeless people are not native to Great Falls. With that, Great Falls is also getting the associated costs as they are the most frequent offenders of the system. There are multiple services in Great Falls, but they have to want the drug addiction or other counseling. She concluded that we want to be compassionate to our neighbors, but people cannot be helped if they do not want better for themselves.

NEIGHBORHOOD COUNCILS

3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

BOARDS AND COMMISSIONS

4. APPOINTMENT TO THE AUDIT COMMITTEE.

Commissioner Hinebauch moved, seconded by Commissioner Wolff, that the City Commission appoint Shanna Christopherson to the Audit Committee to fill a private citizen position for a three-year term through June 30, 2023.

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

Commissioner McKenney noted that he serves on the Audit Committee and took part in the interview of Ms. Christopherson. She is very personable and has an appropriate background for this committee.

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

Motion carried 5-0.

5. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

CITY MANAGER

6. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Park and Recreation Director Steve Herrig reviewed PowerPoint slides depicting ground work and progress made since March 14, 2022 on the Big Sky Aim High Recreation Center and Indoor Pool facility. With regard to fundraising efforts, a committee is working with the consultant to finalize the brochure that will be going out in the near future.

City Manager Greg Doyon reported that:

JOURNAL OF COMMISSION PROCEEDINGS
May 17, 2022

- Thirty (30) animals were adopted at the “Empty the Shelter” event hosted by the Great Falls Animal Shelter.
- The Public Works department will be issuing a press release on May 27th and will be presenting at the future Council of Councils meeting to educate the public about the Environmental Protection Agency’s (EPA) new lead and copper 2 rule. The department is in the process of inventorying service line materials. If a mailer is received, it is important that residents respond.
- Nathan Besich accepted the Environmental Division Manager position with the Public Works department.
- The First United Methodist Church has filed an application for a Conditional Use Permit (CUP) to operate an emergency shelter on its property. The process will require public hearings with the Planning Advisory Board and the City Commission. A formal “Notice of Violation” has been issued to the Church regarding the presence of tents and camping activity on the property in violation of the zoning code. The City will also be commencing a nuisance complaint process based on the level of complaints the City is receiving about the church property.
- Great Falls Police Department hosted its annual awards luncheon on May 13, 2022, to recognize the actions of 23 officers, civilian staff, community members and allied law enforcement personnel.
- Great Falls is the first city in the state of Montana to obtain FEMA’s Class 6 rating, which will give citizens a 20% discount on their flood insurance premiums beginning October 1, 2022.
- He and Deputy City Manager Chuck Anderson will be attending the Great Open Spaces City Management Association (GOSCMA) professional development training in South Dakota May 24-27, 2022. He will let the Commission know who he appoints to assist them in his absence.

CONSENT AGENDA.

7. Minutes, May 3, 2022, City Commission Meeting.
8. Total Expenditures of \$1,345,000 for the period of April 14, 2022 through May 4, 2022, to include claims over \$25,000, in the amount of \$744,915.
9. Contracts List.
10. Grants List.
11. Approve the bid award for annual asphaltic concrete material to Great Falls Sand & Gravel, Inc. of Great Falls for \$923,400.

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

JOURNAL OF COMMISSION PROCEEDINGS
May 17, 2022

Mayor Kelly asked if there were any comments from the public. Comments pertaining to Agenda Item 10A were received from:

Julie Bass, City resident, received clarification that item 10A is the Historic Preservation Advisory Commission's (HPAC) submission of a grant application to the National Trust for Historic Preservation. If the HPAC is awarded the grant, the Big Sky Country National Heritage Area, Inc. (BSCNHA) will donate \$10,000 to the efforts to perform a structural assessment of the Boston and Montana Barn.

Ms. Bass commented that the barn is on the City's golf course and there is no road to it. She did not see the point in refurbishing the building if it is inaccessible to the public.

Richard Ecke, Chairman of the City-County Historic Preservation Advisory Commission (HPAC), commented that the Boston and Montana Barn is the last vestige of the Boston and Montana Consolidated Copper and Silver Mining Company. That company built the smelter in 1890, that became the Anaconda Company (known as the ACM Smelter) a couple of decades later. For half a century that company was the main employer of this area. The HPAC is attempting to obtain \$20,000-\$25,000 to do a study to determine if the unique barn can be saved.

Several months ago the Cascade County Commission included this barn in a plan as a potential visitors/interpretive center for the entire site, once the superfund site is cleared of pollution and they begin active projects. There is a long-term possible use for this barn. Access can be created to the barn. At this moment, the HPAC is only trying to come up with enough money to do a study to see if the barn can be saved and stabilized.

Ken Robison, 315 Lamplighter Lane, HPAC member, added that Great Falls was once a great industrial city. People came from around the world to work here. The Boston and Montana Barn is the last vestige of our industrial past.

Jeni Dodd, City resident, commented that all the City seems to do is spend money on studies. She inquired where all the historic preservation people were when the smelter stack was blown up and all the other buildings were removed, as well as when the Russell Museum bought and tore down houses from the early 1900s. If money is spent on the barn, she inquired who would be responsible for its upkeep.

There being no one further to address the Commission, Mayor Kelly asked if there was any discussion amongst the Commissioners. Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

PUBLIC HEARINGS

12. RESOLUTION 10457, TO VACATE A PORTION OF 10TH ALLEY SOUTH BETWEEN 19TH AND 20TH STREET SOUTH

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

JOURNAL OF COMMISSION PROCEEDINGS
May 17, 2022

Planning and Community Development Director Craig Raymond noted a typographical error on page 2 of the agenda report and that reference to the resolution should read 10457. Director Raymond reported that Talcott Properties LLC, representing Mountain West Bank as the property owner, is requesting the vacation of a portion of 10th Alley South between 20th Street South and 19th Street South, to make it feasible for a new restaurant building to be constructed on the site addressed as 1900 10th Avenue South.

Currently, the northern half of the property north of the alley is occupied by the former Cartwheel Casino. The southern half of the property is vacant. The site has many unique challenges that make new construction of a commercial building and sufficient parking difficult, particularly the steep grades of the northern portion of the site as well as the alley itself. The site does not readily lend itself to the desired development proposal. As such, the applicant is proposing the partial vacation of the alley, and to move or reroute the alleyway traffic and existing utilities to accommodate more buildable area on the site. The proposed site plan shows that the alleyway will be curved and directed south to an access point on 11th Avenue South. This path for alley traffic has been designed to preserve the ability to continue sanitation, business deliveries, and emergency services for the owners of properties along the alley between 19th Street South and 20th Street South, as well as improve the grade for vehicles. Currently, the alley splitting the site has a slope of approximately 10 percent. The proposed relocated alley would have a slope of just over 3 percent. The proposed alley plan includes gradual turning radii to show that large vehicles will still be able to navigate the curved alley through the site. If the alley is vacated, the City will retain an access easement that incorporates the new alley pathway. Maintenance responsibility for the relocated alley would also be transferred to the owner.

The applicant is also proposing to realign the sewer main that currently runs down the alley. The utility relocation will be reviewed and approved by City staff if the vacation of the alley is approved by the Commission. Additionally, storm water running from east to west along the alley travels at a higher rate due to the alley's steep slope. The applicant has provided the City with preliminary plans to capture this storm water and pipe it off the property. This proposal is also subject to further City review after a more detailed submission of information. This request for vacation of rights of way is a complicated project with a lot of moving parts. The resolution and amended plat will not be recorded until such time as the applicant submits an acceptable development plan that adequately addresses utility, storm water and circulation issues.

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

Commissioner Tryon inquired in what sense is this request unusual.

Director Raymond responded that his department doesn't receive a lot of alley vacation requests in busy commercial areas.

Commissioner McKenney commented the alley is steep and in the winter vehicles slide down onto 19th Street. He inquired about the slope to 19th Street.

Director Raymond explained that the alley will curve to the south in a much more gradual slope.

Mayor Kelly asked if there were any comments from the public in favor of Resolution 10457.

JOURNAL OF COMMISSION PROCEEDINGS
May 17, 2022

Jolene Schalper, Great Falls Development Authority, commended staff for finding a solution to a challenging site, and the developer for taking a challenging site and planning for a use that will benefit 10th Avenue South.

Mayor Kelly asked if there were any comments from the public in opposition to Resolution 10457.

John Soica, 1911 11th Avenue South, commented that he did not receive notice and, as the adjoining property owner, would be the most affected by this proposed development that will take away his benefit of owning a corner lot. He expressed concern about litter, increased traffic, and traffic being backed up affecting ingress/egress to his garage.

Tom Macek, City resident and owner of Warehouse Pawn Shop, 1908 10th Avenue South, expressed complaints about the State plowing snow in the winter blocking their access, the alley not being sanded in the winter, trash in the alley from neighboring businesses, and storm drainage issues. He commented that the 19th Street grade is horrendous and vehicles cannot make it up to 10th Avenue in the wintertime. He would like the alley for access to his business.

Mayor Kelly asked if Director Raymond or the applicant wanted to respond to any of the comments.

With regard to notification, Director Raymond commented that staff uses the County records to send notices out to residents within a certain radius. Sometimes the County records are not kept current. Staff also provides notification in the *Great Falls Tribune* for all public hearings.

Brad Talcott, Applicant and City resident, responded that some of the comments made pertained to property east of the lot, and not the lot that is up for discussion. With regard to comments made about not being able to get up/down the icy alley and it not being sanded, he clarified that this proposed development will improve that situation. It will now be a 3% grade instead of a 10% grade. He can't do anything about other property owners on that block, but he can improve the lots that he is dealing with. They are making it a usable parcel, improving the lot, and improving the grade of the alley. The solution was to continue the alley for access for all traffic directed towards 11th Avenue South at a lesser grade.

Mayor Kelly closed the public hearing and asked the will of the Commission.

Commissioner Hinebauch moved, seconded by Commissioner Wolff, that the City Commission adopt Resolution 10457, subject to the Conditions of Approval being fulfilled by the applicant.

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

Commissioner Wolff commented that some of the issues that Mr. Macek discussed were properties to the east of where this lot is being developed. The developer has addressed the steepness and the difficulties with that alley by taking it in a different direction. The proposed new business will be a benefit to the residents of Great Falls and perhaps drive more business to the other businesses on that block.

JOURNAL OF COMMISSION PROCEEDINGS
May 17, 2022

Commissioner Hinebauch inquired if the drainage issues will be addressed.

Director Raymond responded that drainage will be addressed specifically and carefully because the storm water drainage currently runs down the alley.

Commissioner Tryon inquired if a traffic impact analysis was done for the general area.

Director Raymond responded an analysis was done internally by staff. The project itself does not generate the number of trips that the code requires for an analysis by an outside entity.

Commissioner Tryon inquired if the traffic will have a negative impact on some of the businesses or residents.

Director Raymond clarified that this item pertains to vacation of an alley. The bulk of the traffic will come off of 10th Avenue South and exit back onto 10th Avenue South. Based on the configuration in the exhibit, he doesn't believe the alley will see additional traffic as a result of the development.

Commissioner McKenney commented that it is time for upgrading and challenges need to be worked through. Not only is a piece of property being developed, a safety hazard is being solved. He concluded that this development is the best solution for this piece of property.

Commissioner Tryon inquired and was informed that alley vacations do not go before Neighborhood Councils.

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

Motion carried 5-0.

OLD BUSINESS

NEW BUSINESS

ORDINANCES/RESOLUTIONS

13. ORDINANCE 3244, TO REPEAL TITLE 2, CHAPTER 12, SECTIONS 010-050 OF THE OCCGF, DISSOLVING THE GOLF ADVISORY BOARD.

Park and Recreation Director Steve Herrig reported that CourseCo, Inc. d/b/a Great Falls Golf, LLC, has managed the City's golf courses since December 18, 2018. Since that time, CourseCo, Inc. has provided numerous opportunities for cost savings, generated new revenues in many areas, made several improvements to the courses, and has returned significant revenue to the City annually.

The future of the Golf Board was discussed during the board's February and March meetings and the Golf Advisory Board voted unanimously to dissolve the Golf Advisory Board. In addition, management for CourseCo supports the dissolution of the Golf Advisory Board. The Board was encouraged to continue to provide feedback to the manager of the courses.

JOURNAL OF COMMISSION PROCEEDINGS
May 17, 2022

Because the City is no longer operating and managing the municipal courses, the original intent, purpose and need for the Golf Advisory Board has been eliminated. The City Commission will still be required to adopt fees and CourseCo will provide an annual update to the Commission at a work session.

Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the City Commission accept Ordinance 3244 on first reading and set the public hearing for June 7, 2022.

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

CITY COMMISSION

14. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Commissioner Hinebauch announced that he had the privilege of attending the Fire Ops 101 training event with Great Falls Firefighters Jay Jarrett and Carter Marsh on May 5-7, 2022 in Richland, Washington, that was hosted by the International Association of Firefighters (IAFF) District 7. This experience showed him the many scenarios that firefighters can face in a single shift. It was truly an eye opening experience. He expressed appreciation to the Great Falls Fire Department for all they do in our community.

15. COMMISSION INITIATIVES.

With regard to the ARPA work sessions and Commission retreat discussions, Mayor Kelly inquired if there was consensus amongst the Commissioners to provide direction to Manager Doyon and Director Raymond to look into an opportunity to invest in water and sewer service infrastructure, and potential curb and gutters, out to development areas. Additionally, he requested an incentive package for developers that included discounted fees. The Commission's objective is to be creative and think outside the box in recognizing the housing shortage. Mayor Kelly concluded that some of the infrastructure dollars that will be coming in from the new bipartisan infrastructure bill and some of the funds discussed during tonight's work session will create a tangible incentive for people to work with the City and be able to make their projects more affordable and more available.

Director Raymond responded that he and Public Works Director Paul Skubinna have already been working on a proposal to bring to the Commission.

Mayor Kelly asked if the Commissioners concurred. No one objected. Commissioner Wolff suggested that senior housing also be considered in the initiative.

JOURNAL OF COMMISSION PROCEEDINGS
May 17, 2022

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Kelly, to adjourn the regular meeting of May 17, 2022, at 8:20 p.m.**

Motion carried 5-0.

Mayor Bob Kelly

City Clerk Lisa Kunz

Minutes Approved: June 7, 2022

DRAFT



Commission Meeting Date: June 7, 2022
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

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

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECK RUNS FROM NEW WORLD	MAY 1, 2022 - MAY 25, 2022	1,231,842.33
ACCOUNTS PAYABLE CHECK RUNS FROM MUNIS	MAY 5, 2022 - MAY 25, 2022	3,025,799.58
MUNICIPAL COURT ACCOUNT CHECK RUN FOR		
TOTAL: \$		<u>4,257,641.91</u>

SPECIAL REVENUE FUND

PARK DISTRICT

SWANK ENTERPRISES	INDOOR AQUATIC & REC CENTER CONST	797,844.96
HORN CONSTRUCTION LLC	LIONS PARK RESTROOM	25,673.58

HOME GRANTS

NEIGHBORWORKS GREAT FALLS	1313 3RD AVE S DEVELOPMENT SUBSIDY GRANT	44,226.87
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DEBT SERVICE

DOWNTOWN URBAN RENEWAL

GREAT FALLS BUS IMPROVEMENT DIST	WAYFINDING SIGNS	27,658.26
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CAPITAL PROJECTS

DOWNTOWN TID

TALISMAN CONSTRUCTION SERVICES	CIVIC CENTER FAÇADE	388,811.16
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ENTERPRISE FUNDS

WATER

UNITED MATERIALS OF GREAT FALLS	OF 1648.1 SOUTHSIDE WMR PHASE II	46,890.36
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SANITATION

MICHAEL BROTHERS INC	150 NEW 300 GALLON CONTAINERS ASSEMBLED	55,950.00
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CIVIC CENTER EVENTS

A & R PRODUCTIONS LLC	HODGETWINS SETTLEMENTS	36,631.88
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INTERNAL SERVICES FUND

HEALTH & BENEFITS

HEALTH CARE SERVICE CORPORATION	BCBS HEALTH CARE APRIL 2022	806,758.78
SUN LIFE FINANCIAL	SUN LIFE DENTAL AND VISION APRIL 2022	40,952.53

CENTRAL GARAGE

MOUNTAIN VIEW CO-OP	DIESEL / GASOLINE	40,182.41
MOUNTAIN VIEW CO-OP	DIESEL / GASOLINE	36,794.33

TRUST AND AGENCY

PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	97,528.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	105,400.05
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	266,272.75
POLICE SAVINGS & LOAN	EMPLOYEE CONTRIBUTIONS	137,476.23
US BANK	FEDERAL TAXES, FICA & MEDICARE	421,609.22
LABORERS INTERNATIONAL UNION	EMPLOYEE CONTRIBUTIONS	27,075.75
NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	38,374.23
STATE OF MT PLUMBERS	EMPLOYEE & EMPLOYER CONTRIBUTIONS	48,903.00

UTILITY BILLS

HIGH PLAINS LANDFILL	SANITATION CHARGES FOR APRIL 2022	81,166.68
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CLAIMS OVER \$25000 TOTAL: \$ 3,572,181.03

CITY OF GREAT FALLS, MONTANA

COMMUNICATION TO THE CITY COMMISSION

DATE: June 7, 2022

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	Finance	DataProse	01/15/2022 – 01/15/2023	\$11,300 approx./mo.	Ratification of Amendment No. 1 to Utility Bill Printing & Mailing Services Agreement to extend the term one year as previously approved by the Commission (CR: 121818.11)
B	Planning and Community Development	Bishop Family Living Trust	Perpetual	N/A	Easement for secondary ingress and egress to the Bishop Family Living Trust property located at 314 Skyline Drive NW through property owned by the City Public Works Department described as Block 1, Lot 3 of the “Sky-Line Addition of Great Falls”



Commission Meeting Date: June 7, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Cancellation of Outstanding and Unpaid Payroll Checks Over a Year Old

From: Finance Department

Initiated By: Generally Accepted Accounting Principles

Presented By: Melissa Kinzler, Finance Director

Action Requested: Approve cancellation of outstanding and unpaid payroll checks over one (1) year old

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the cancellation of City of Great Falls payroll checks that remain outstanding and unpaid for a period of one (1) year or longer as authorized by section 7-6-4303 MCA.”

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 cancellation of payroll checks that remain outstanding and unpaid for the period of one (1) year or longer.

Background: Section 7-6-4303, MCA, authorizes the City Commission to cancel municipal checks that have remained outstanding and unpaid for a period of one (1) year or longer. Available in the City Clerk’s Office is the required list of the instruments to be canceled including the check number, date, amount, and payee. The Finance Department sends out two separate letters with affidavits to the address on record for the payee. If no response is received, a request to cancel the checks is sent to the City Commission. If a payee comes forward any time after the checks are canceled, then the Payroll Department will generate a replacement check. The cancellation of outstanding checks is done on an annual basis. The last time the City Commission approved the cancellation of checks issued by the Finance Department was February 15, 2022. However, due to the finance and payroll software conversion, it has been much longer since payroll stale dated checks have been canceled.

Fiscal Impact: The total amount of the checks that are written off (\$515.23) is placed in the General Fund miscellaneous revenue.

Attachments/Exhibits: A list of checks to be canceled is available in the City Clerk’s Office.



Commission Meeting Date: June 7, 2022
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Purchase Sport Game Tiles, Lions Park, O.F. 1740.8
From: Park and Recreation
Initiated By: Steve Herrig, Park and Recreation Director
Presented By: Steve Herrig, Park and Recreation Director
Action Requested: Approve Purchase

Suggested Motion

1. Commissioner moves:

“I move that the City Commission (approve/reject) the purchase and installation of Sport Court Game Tiles for Lions Park Tennis Court from Sport Court of Montana through Sourcewell, formerly known as NJPA, for \$55,643.20.”

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 and installation of Sport Court Game Tiles for Lions Park Tennis Courts from Sport Court of Montana through Sourcewell, for \$55,643.20.”

Background:

Purpose

The Lions Park tennis courts are in very poor condition. After doing extensive research and analysis, it was determined the best and most cost effective alternative to replace the courts include: 1) installation of new fence posts, new posts, top rail, middle rail, gate and fence fabric; Williamson Fencing has been contracted for this portion of the project; 2) mill existing court and overlay with asphalt which will be done by Public Works’ Street Department; 3) installation of a sport court surface and custom lines from Sports Court of Montana.

Evaluation and Selection Process

The recommended purchase and installation will be procured through the City’s membership in Sourcewell (formerly known as the National Joint Powers Alliance), which is a governmental purchasing service cooperative based in Minnesota. The City secures memberships in governmental cooperative purchasing entities under §§ 18-4-124 and 18-4-401 *et seq.*, MCA and those memberships allow it to access a wide range of products and services from competitively solicited bids and proposals from various vendors.

The City can then work with the contract managers at the purchasing cooperative to verify pricing and ask questions about contract structures, and then ultimately enter into contracts directly with the vendors who have contracted with the cooperative to purchase the products and services offered through the cooperative purchasing structure. In this particular case, the City is accessing a Sourcewell contract for athletic surfacing products and installation with Connor Sport Court International LLC and Connor's local provider, Sport Court of Montana, LLC.

Fiscal Impact: This project has been budgeted through Great Falls Park District 1, Year Three funds.

Alternatives: The City Commission could vote to reject the purchase and installation of Sport Court Game Tiles for Lions Park Tennis Court from Sport Court of Montana, LLC, but the surface is an important component of the project, and all other alternatives are less desirable for both the final product and the cost.

Attachments/Exhibits:

Sourcewell Contract Acceptance and Award – Sport Court
Sport Court Quote



SPORT COURT OF MONTANA

915 Crescent Drive
Great Falls, MT 59404

Date: 3/1/2022

Great Falls Park & Rec
Steve Herrig
1700 River Dr. N
Great Falls, MT

PROPOSAL

Salesperson	Job	Payment Terms	
Jason Lindseth 406 781-4151	120' x 107' Outdoor Tennis Court at Lion's Park	50% down, Balance due on completion	

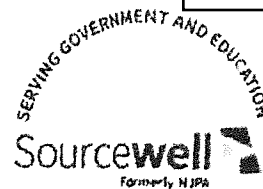
Qty	Description	Unit Price	Line Total
	Sourcwell Vendor # (Sport Court) 060518-CSC Sourcwell Member # (City of Great Falls) 16787		
12,840 sq. ft.	175 boxes of Sport Game PB outdoor tile, court color (Blue)	\$212.60/box	\$37,205.00
	222 boxes of Sport Game PB outdoor tile, key & border color (Black)	\$212.60/box	\$47,197.20
	Sport Court City/Municipal court seeding program discount (available through 2022 only)		(\$37,159.00)
	Freight for 397 boxes of Sport Game PB		\$1,600.00
12,840 sq. ft.	Court tile installation & custom line painting <ul style="list-style-type: none"> Includes lines for 2 tennis courts & 4 pickleball courts Lines painted with 2 part urethane based Acrolon paint for max durability Bid based on white colored lines for tennis, second color for Pickelball 		\$6,800.00
	Bid exclusions: <ul style="list-style-type: none"> Base asphalt preparations not included in this price Tennis & Pickleball nets not included 		
	**this price assumes that the project is approved for the Sport Game PB seeding incentive program		

Bid includes delivery of all materials to site at the time of install
Thank You!

Total Bid Amount

\$55,643.20

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 060518-CSC

Proposer's full legal name: Connor Sport Court International LLC

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be August 7, 2018 and will expire on August 7, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

Jeremy Schwartz

SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Coquette

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on August 3, 2018

Sourcewell Contract # 060518-CSC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name CONNOR SPORT COURT INTERNATIONAL, LLC

Authorized Signatory's Title CHIEF SALES & MKTG. OFFICER

B. B.
VENDOR AUTHORIZED SIGNATURE

BENJAMIN BACHMAN
(NAME PRINTED OR TYPED)

Executed on Aug. 20, 2018

Sourcewell Contract # 060518-CSC



Commission Meeting Date: June 7, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Professional Services Agreement: Wastewater Treatment Plant Westside Pump Station Improvements and Bar Screen Replacement, OF 1633.8

From: Engineering Division

Initiated By: Public Works Department

Presented By: Paul Skubinna, Public Works Director

Action Requested: Consider and approve a Professional Services Agreement

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (approve/not approve) a Professional Services Agreement in the amount not to exceed \$260,586.00 to Morrison Maierle, for design phase services for the Wastewater Treatment Plant Westside Pump Station Improvements and Bar Screen Replacement project, and authorize the City Manager to execute the agreement documents."

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

Staff Recommendation: Approve a Professional Services Agreement.

Summary:

The City proposes to retain Morrison Maierle for professional services to design, facilitate bidding, provide construction administration, and complete as-built drawings and certification documents for this project. The project is scheduled to begin construction in early 2025.

Background:

This project consists of making improvements to the Westside Pump Station at the Great Falls Wastewater Treatment Plant (WWTP). At the Westside Pump Station, raw wastewater flows from the City into a concrete channel, through two 5'-0" x 5'-0" square sluice gates, and through two automated bar screens, which each have adequate capacity for the facility's design flow. Raw wastewater then flows into the wet well and is pumped to the primary clarifier for treatment.

The main portion of the improvements project is the replacement of one of the two existing bar screens. The bar screens essentially remove large debris from the raw wastewater. The bar screen on the north side of the pump station was built in 1972, is beyond its useful design life, and is currently not used during normal operation.

A second part of the improvements project consists of evaluation of two 5'-0" x 5'-0" sluice gates and the concrete channels, which are upstream of the respective bar screens. The sluice gates allow for flow isolation to one or the other bar screen. Veolia crews have reported that the sluice gates are not functioning well for sealing the channel and that some of the anchor bolts are experiencing significant corrosion. Additionally, there is a concern that the concrete channels are experiencing spalling and corrosion due to the presence of Hydrogen Sulfide (H₂S) gasses. This improvements project will include evaluation of the sluice gates and concrete channels during the construction phase, and making repairs as needed.

Thirdly, this project will make improvements to the existing heating, ventilation, and electrical equipment in the bar screen room. HVAC improvements will provide 12 air changes per hour to the bar screen room using a new dedicated air handling unit with a heat exchanger, ductwork, and glycol connections. Electrical improvements will include power to the new automated bar screen, as well as a check on the electrical fixtures in the screen room to ensure they are up to code.

Workload Impacts:

Morrison Maierle will design the project, assist in soliciting of bids for construction, provide construction phase services, and help in post-construction services. City staff involvement is primarily that of the Public Works Engineering Division and will include project oversight and coordination, assistance in design and construction administration, and serving as a point of contact for City correspondence.

Project Work Scope:

The scope of work is described in detail within "Exhibit A" as included in the Professional Services Agreement. The scope of work included with this Professional Services Agreement generally includes the following:

- Project Initiation and Project Management
- Project Kickoff Meeting
- Design and Permitting
- Bidding
- Construction Administration
- Miscellaneous Tasks

Conclusion:

The project has been selected, prioritized, and executed in accordance with the Public Works Capital Improvements Program. City staff recommends approving the Agreement with Morrison Maierle, in the amount of \$260,586.00. The improvements at the Westside Pump Station will provide a benefit to the plant and Veolia operators.

Fiscal Impact:

The project will utilize available funds budgeted in accordance with the Public Works Capital Improvements Plan.

Alternatives:

The City Commission could vote to not award the Agreement and not make improvements to the Westside Pump Station at the WWTP. If that were the case, the City would delay the opportunity to make these improvements.

Attachments/Exhibits:

Vicinity Map, Professional Services Agreement

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 **MORRISON-MAIERLE**, 1321 8th Avenue North Ste. 104, Great Falls, MT, 59401, 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 for the services performed in the manner described on Attachment B of the Scope of Services in an amount NOT TO EXCEED TWO HUNDRED SIXTY THOUSAND FIVE HUNDRED EIGHTY SIX DOLLARS (\$260,586.00). 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 Construction Project 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 occurrence
(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 **MARK JURAS** and Consultant’s designated liaison with City is **CRAIG NOWAK**.

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

**MORRISON-MAIERLE
CONSULTANT**

By: _____
Print Name:
Print Title:
Date:

By: _____
Print Name:
Print Title:
Date:

ATTEST:

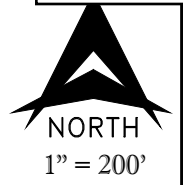
(Seal of the City)

Lisa Kunz, City Clerk

APPROVED AS TO FORM:

By _____
Jeffrey M. Hindoen, 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.



WASTEWATER
TREATMENT
PLANT

PROJECT LOCATION



WASTEWATER TREATMENT PLANT WESTSIDE
PUMPING STATION IMPROVEMENTS & BAR
SCREEN REPLACEMENT

VICINITY
MAP

OF 1633.8

06-07-2024 32



Commission Meeting Date: June 7, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10458 – Set the public hearing for the request of a Conditional Use Permit for a “Two-family residence” land use upon the property addressed as 3125 8th Avenue North and legally described as Lot 8, Block 104, Great Falls 12th Addition, Section 5, T20N, R4E, PMM, Cascade County, Montana.

From: Brad Eatherly, Planner II, Planning and Community Development

Initiated By: Joe McMillen, Owner

Presented By: Craig Raymond, Director, Planning and Community Development

Action Requested: City Commission set a public hearing for Resolution 10458 on July 5, 2022.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing for Resolution 10458 on July 5, 2022.”

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

Staff Recommendation:

The Zoning Commission recommended that the City Commission approve the applicant’s request for a conditional use permit for “Two-family residence” at the conclusion of a public hearing held on May 24, 2022. In addition, staff recommends approval with the following conditions:

Conditions of Approval:

1. **Subsequent Modifications and Additions:** If, after establishment of the conditional use, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria found in OCCGF 17.16.36.040. If such proposed change would alter a finding, the proposal shall be submitted for review as a new conditional use application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.
2. **Expiration:** The Conditional Use Permit shall expire one year after the date of issuance, if a Certificate of Occupancy has not been issued. The Administrator may extend the expiration date by up to one year if substantial work is ongoing. The Administrator may issue a Temporary Certificate of Occupancy that is valid for no more than one year if the only

condition(s) remaining to be fulfilled involve landscaping that cannot be successfully established until the weather permits.

3. **Abandonment:** If the permitted conditional use ceases to operate for more than six months, the Conditional Use Permit shall expire.
4. **General Code Compliance:** The proposed project shall be developed consistent with the conditions of approval adopted by the City Commission, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
5. **Sidewalks:** The owner must repair portions of the public sidewalk that have been deemed tripping hazards by the interim City Engineer.
6. **Alley:** The grading coming off the alley and onto the property will need to be re-graded so that the proposed detached garage will not have water from the alley damaging the garage in any way.
7. **Acceptance of Conditions:** No zoning or building permits shall be issued until the property owner acknowledges in writing that it has received, understands, and agrees to comply with the conditions of approval.

Background:

The applicant, Joe McMillen, has submitted an application to request a Conditional Use Permit to allow for the construction of a “two-family residence” land use upon the property addressed as 3125 8th Avenue North and legally described as Lot 8, Block 104, Great Falls 12th Addition, Sec. 5, T20N, R4E, PMM, Cascade County, Montana. The subject property is zoned R-3 Single-family high density, wherein a “two family residence” land use is permitted upon receiving approval of a Conditional Use Permit and fulfillment of any required conditions.

The subject property is a vacant lot that went through the same Conditional Use Permit process in 2018 but the owner never developed the property. The property is a larger than typical lot which allows it to better accommodate the two family residence.

The basis for a decision for a Conditional Use Permit is listed in OCCGF §17.16.36.040. The Zoning Commission's recommendation and the City Commission's decision to approve, conditionally approve, or deny an application shall be based on whether the application, staff report, public hearing, and additional information demonstrates that the criteria which are attached as Basis of Decision have been met.

Impacts:

Increasing the residential density of the lot from one to two units will not adversely impact the area. The property has been vacant for a number of years. There are several properties in the vicinity that have a similar land use or higher density. A more detailed analysis of impact can be found in the attached Basis of Decision.

Improvements:

Staff recommends that the owner be required to improve the sidewalk in the public right-of-way where the interim City Engineer has noted two tripping hazards. Additionally the slope from the alley to the property is significant and the applicant will be required to adjust the grading on his property so that

water from the alley does not drain onto the lot causing damage to the proposed garage or any other structures.

Proximity to Other Uses:

The Subject Property is a corner lot, bounded to the west and across the street to the east by single-family homes. Across the avenue to the south is a single-family home. A 4-plex is located across the street to the northeast, and a mobile home sits across the alley to the north.

Neighborhood Council Input:

On May 19, 2022, Neighborhood Council #8 made a motion to unanimously support the proposed land use.

Fiscal Impact:

Approval of the CUP would have no adverse financial impact upon the City of Great Falls. Approval would increase the value of the property.

Alternatives:

The City Commission could decline to set the public hearing for Resolution 10458 for the Conditional Use Permit. Due process normally requires that the City Commission schedule public hearings to hear requests of this type.

Concurrences:

Representatives from the City's Engineering, Police, Building and Fire/Rescue Departments have reviewed the proposal and have no objections to the issuance of the Conditional Use Permit.

Attachments/Exhibits:

Resolution 10458
Basis of Decision
Site Layout
Aerial Map
Zoning Map
Site Photos
Rendering
Applicant Narrative

RESOLUTION 10458

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW A “RESIDENCE, TWO-FAMILY” LAND USE UPON A PARCEL OF LAND ADDRESSED AS 3125 8th AVENUE NORTH AND LEGALLY DESCRIBED AS LOT 8, BLOCK 104, GREAT FALLS 12th ADDITION, SEC. 8, T20N, R4E, PMM, CASCADE COUNTY, MT.

* * * * *

WHEREAS, the City of Great Falls has been petitioned to approve a Conditional Use Permit to allow for the establishment of a “Residence, two-family” land use upon the property legally described as Lot 8, Block 104, Great Falls 12th Addition, Sec. 8, T20N, R4E, PMM, Cascade County, Montana (subject property); and,

WHEREAS, the subject property is presently zoned R-3 Single-family high density, wherein a "Residence, two-family" land use is permitted upon receiving approval of a Conditional Use Permit; and,

WHEREAS, the proposed Conditional Use Permit for the establishment of a “Residence, two-family” land use upon the subject property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF) Section 17.16.36.040; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on May 24, 2022, to consider said Conditional Use Permit application and, at the conclusion of said hearing, passed a motion recommending a Conditional Use Permit for a “Residence, two-family” land use be granted by the City Commission for the subject property, subject to the following conditions:

1. **Subsequent Modifications and Additions:** If, after establishment of the conditional use, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria found in OCCGF 17.16.36.040. If such proposed change would alter a finding, the proposal shall be submitted for review as a new conditional use application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.
2. **Expiration:** The Conditional Use Permit shall expire one year after the date of issuance, if a Certificate of Occupancy has not been issued. The Administrator may extend the expiration date by up to one year if substantial work is ongoing. The Administrator may issue a Temporary Certificate of Occupancy that is valid for no more than one year if the only condition(s) remaining to be fulfilled involve landscaping that cannot be successfully established until the weather permits.
3. **Abandonment:** If the permitted conditional use ceases to operate for more than six months, the Conditional Use Permit shall expire.
4. **General Code Compliance:** The proposed project shall be developed consistent with the conditions of approval adopted by the City Commission, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
5. **Sidewalks:** The owner must repair portions of the public sidewalk that have been deemed tripping hazards by the interim City Engineer.
6. **Alley:** The grading coming off the alley and onto the property will need to be re-graded so that the proposed detached garage will not have water from the alley damaging the garage in any way.
7. **Acceptance of Conditions:** No zoning or building permits shall be issued until the property owner acknowledges in writing that it has received, understands, and agrees to comply with the conditions of approval.

WHEREAS, the City Commission having allowed for proper public notice, conducted a public hearing to consider said application, and considered the comments and recommendations made by the Zoning Commission.

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

That a Conditional Use Permit be granted for a “Residence, two-family” land use at the property addressed as 3125 8th Avenue North and legally described as Lot 8, Block 104, Great Falls 12th Addition, Sec. 8, T20N, R4E, PMM, Cascade County, Montana, conditioned upon the owner complying with the conditions listed herein; and,

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that, pursuant to the Official Code of the City of Great Falls (OOCGF) 17.16.36.090, the permit shall be considered a covenant that runs with the land and shall be binding on all subsequent property owners. Additionally, pursuant to OOCGF 17.16.36.100, the Conditional Use Permit shall expire one (1) year after the date of issuance unless substantial work has commenced under the permit and continues in good faith to completion. If the Conditional Use is established, but ceases to operate for more than six (6) months, the Conditional Use Permit shall expire.

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on July 5, 2022.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Jeff Hindoien, City Attorney

CONDITIONAL USE PERMIT - BASIS OF DECISION

The applicant is requesting the approval of a Conditional Use Permit (CUP) for a Two-Family Residence located at 1700 1st Avenue North in the R-3 district.

1. The zoning and conditional use is consistent with the City's Growth Policy and applicable neighborhood plans, if any.

The proposed two-family residence provides housing diversity and increased density in the core of the City and also takes advantage of existing street and utility infrastructure. More specifically, it is consistent with the following policies in the City's Growth Policy:

Phy4.1 – Encourage a balanced mix of land uses through-out the City.

Phy4.1.5 – Encourage and incentivize the redevelopment or adaptive reuse of vacant or underutilized properties so as to maximize the City's existing infrastructure.

Phy4.3 – Optimize the efficiency and use of the City's Public facilities and utilities.

2. The establishment, maintenance or operation of the zoning and conditional use will not be detrimental to, or endanger the health, safety, morals, comfort or general welfare.

Due to the general nature of the proposed use and that it represents only a slight increase in density, the CUP will have no detrimental impact upon the health, safety, morals, comfort or general welfare. The subject property has been inspected by Planning and Engineering staff. Because the property has been vacant for many years, the proposed use will benefit the surrounding area.

3. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

The residential uses in the neighborhood are generally mixed in density. While the majority of uses in the area are single-family, there are a number of area properties with residential densities of two-family or higher. The property to the northeast, across the street, is a four-unit dwelling.

The height, scale and design of the structure will be compatible with the existing nearby single-family structures. Parking is proposed to be addressed with attached garages and a detached garage. The proposed building will feature sloped rooflines and a landscaped yard. With this design, and with the proximity of the high-density residential development adjoining to the northeast, this conditional use will not adversely impact the use, enjoyment or property value of any property in the immediate vicinity.

4. The conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

The project will not impede the normal and orderly development and improvement of surrounding properties. All of the residentially zoned lots located north, east and west of the property are already developed. Adjacent property owners have been notified about the project and City staff has received no questions regarding project specifics. As of the date of this agenda report, there have been no comments.

5. Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.

Adequate services and infrastructure are available to serve the two family dwelling. Full sidewalks, water, sewer and paved roads already exist adjacent to the subject parcel. There is a Condition of Approval requiring the applicant to address some trip hazards by replacing sidewalk sections.

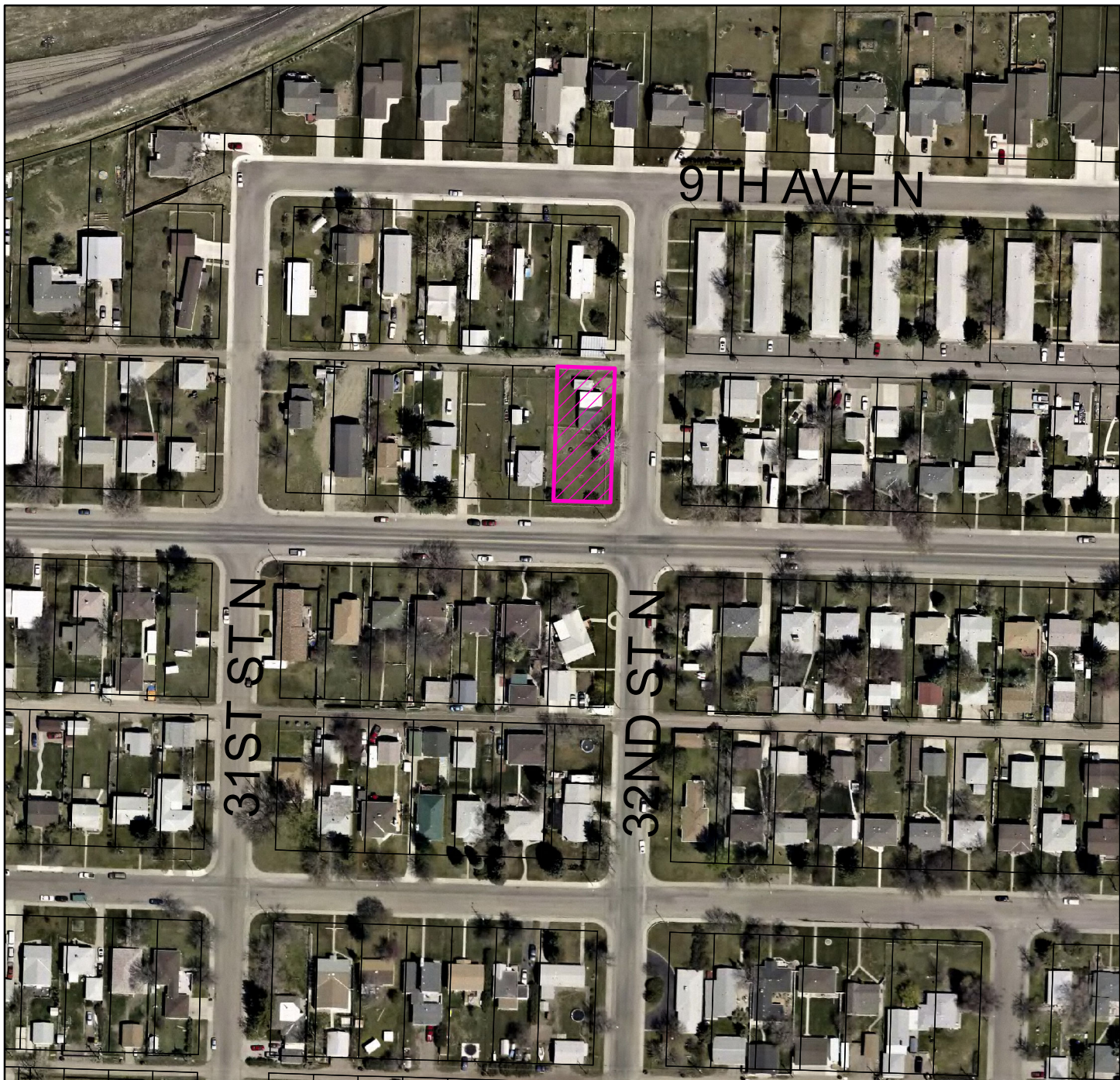
6. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

The project will generate little daily traffic, and will have no discernible impact upon the area road network. Driveway access will be off the lower volume street (32nd Street North), thereby avoiding construction of a new point of conflict upon the higher-traffic avenue (8th Avenue North).

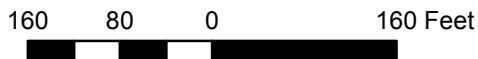
7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Commission.

The vacant lot is of sufficient size to locate and develop the proposed duplex structure in compliance with all applicable regulations of the City's Land Development Code and, more specifically, the R-3 Zoning District, without need for variance. Conditions of Approval include improving the public sidewalk by removing tripping hazards, and grading the property at the alley so that water run-off from the alley will not cause damage to the proposed garage.

Aerial Map










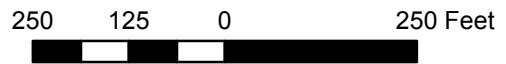
-  3125 8th Ave N
-  City Limits
-  Tracts of Land



Zoning Map



-  3125 8th Ave N
-  City Limits
-  Tracts of Land
-  R-3 Single-family High Density
-  R-5 Multi-family Medium Density
-  PUD Planned Unit Development
-  POS Parks and Open Space



Proposed Duplex

Modern Farmhouse Duplex with Extra-deep Garage



1,864
Heated S.F.



2
Units



59' 0"
Width



29' 0"
Depth

Buy This Plan

PDF - Single-Build
\$1,300

5 Sets + PDF
\$1,550

PDF - Unlimited Build
\$1,800

CAD + PDF - Single-Build
\$1,800

CAD - Unlimited Build
\$2,300

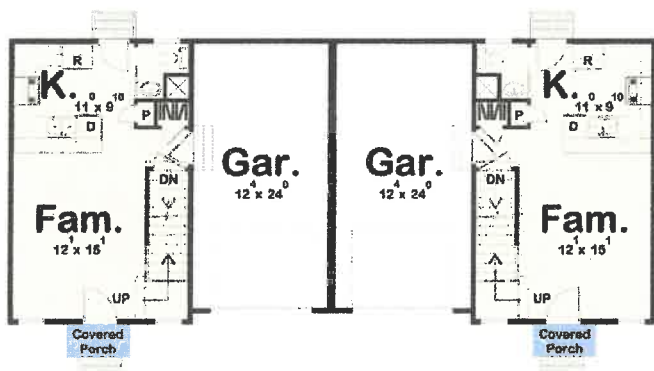
View all purchase option online

About This Plan

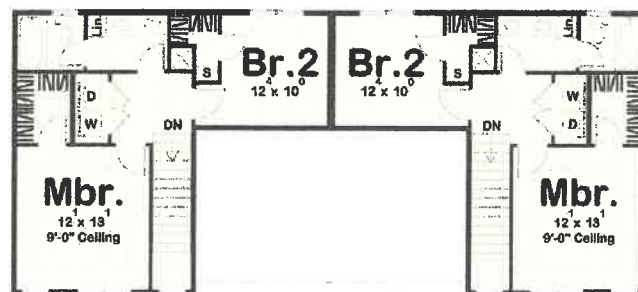
- This super-efficient duplex house plan has a modern farmhouse exterior with board and batten siding mixed with wood accents.
- Inside, you are greeted by the family room which opens to the kitchen featuring a breakfast bar, pantry, and practical counter space. A coat closet and a powder bath complete the main floor.
- Upstairs, the master bedroom features a walk-in closet. A wall separates its bath area from the centrally located laundry. Just off the second-floor landing, the bedrooms share a hall bath.
- Each unit gives you 932 square feet of heated living space - 424 square feet on the main floor and 508 square feet on the second floor - and an extra-deep garage.

Floor Plans

Main Level



2nd Floor



Plan Details

Square Footage Breakdown

Total Heated Area:	1st Floor:	2nd Floor:
1,864 sq. ft.	848 sq. ft.	1,016 sq. ft.

Beds/Baths

Bedrooms:	Full bathrooms:	Half bathrooms:
4	2	2

Foundation Type

Standard Foundations:	Optional Foundations:
Basement	Slab, Crawl, Walkout

Exterior Walls

Standard Type(s):
2x4

Optional Type(s):
2x6

Dimensions

Width:	Depth:
59' 0"	29' 0"

Garage

Type:	Area:	Count:	Entry Location:
Attached	624 sq. ft.	2 Cars	Front

Ceiling Heights

Floor / Height:



Lower Level / 9' 0"
First Floor / 9' 0"
Second Floor / 8' 0"

Roof

Primary Pitch:
8 on 12

Secondary Pitch:
10 on 12

Project Narrative

Date: 4-18-22

Project: 3125 8th Ave North Duplex & Garage

Re: Conditional Use Permit

Attn: City of Great Falls Planning & Community Development

I am applying for this conditional use permit with hopes of building a very nice duplex and garage on an oversized lot I recently acquired here in Great Falls. (See Attached Plans) If you drive around this neighborhood, you will see many multifamily housing units and even one right across the street. I have attached pictures and addresses of duplexes and fourplexes all with-in a few blocks of the above-named property. I purchased this lot from the Skovron family. It is my understanding that the Skovron's had applied for this permit in the past and were granted the permit. Unfortunately, they let the permit expire. I have attached a sketch of the site plan that the Skovron's used to apply for the permit. I have a plan that is similar in nature to the previous approved project. One defining difference is the garage on the north side of the lot near the alley. We have plans to correct possible issues with the grading on the northern portion of the lot to accommodate the new garage which may include raising the elevation on the north side of the lot and adding a retaining wall. I believe that Great Falls needs new homes to keep up with the amount of growth our city has been experiencing. I am hoping to get started on this project this year. My goal is to have the building up and dried in before the end of this year. If you have any questions or concerns, please reach out to me via Email or Phone.

Sincerely,

Joe McMillen

Coachjoe@bresnan.net

(406) 231-8042



Commission Meeting Date: June 7, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Public Hearing – Resolution 10459, a resolution annexing Tract A of Certificate of Survey 2248 and a portion of Division Road; and
Ordinance 3243, an ordinance assigning C-2 zoning to Tract A and the eastern half of the subject portion of Division Road, and assigning R-6 zoning to the western half of the subject portion of Division Road

From: Alaina Mattimiro, Planner I, Planning and Community Development

Initiated By: Planning and Community Development

Presented By: Craig Raymond, Director, Planning and Community Development

Action Requested: Approval of Resolution 10459 and Ordinance 3243

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:

I.

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10459 to annex the subject property and adjoining right-of-way, 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, Commission discussion, and calls for the vote.

II.

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Ordinance 3243, establishing C-2 zoning for Tract A of COS 2248 and the eastern thirty (30) feet of the subject portion of Division Road; and R-6 zoning for the western thirty (30) feet of the subject portion of Division Road, subject to the accompanying Findings of Fact/Basis of Decision.”

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

Staff Recommendation: On April 12, 2022, the Great Falls Planning Advisory Board/Zoning Commission held a public hearing and recommended to the City Commission that the proposed annexation and establishment of zoning be approved. On May 3, 2022, the City Commission held the first reading for Ordinance 3243, and set the public hearing for June 7th, 2022.

Staff recommends the adoption of Resolution 10459, a resolution annexing Tract A of Certificate of Survey 2248 and a portion of Division Road; and Ordinance 3243, an ordinance assigning C-2 zoning to Tract A, and the eastern half of the subject portion of Division Road, and assigning R-6 zoning to the western half of the subject portion of Division Road.

Conditions of Approval for Establishment of Zoning:

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. **Land Use & Zoning.** Any future development of Tract A shall be consistent with the allowed uses and specific development standards for the C-2 General Commercial district designation.

Background: The proposed annexation and establishment of C-2 General Commercial and R-6 Multi-family High Density zoning is City initiated. The subject properties include a parcel owned by Montana Department of Transportation, as well as a portion of Division Road. Staff is requesting the annexation of Division Road into city limits in order to create more local control over this urban route. Additionally, the subject properties are currently considered an “unincorporated enclave”, meaning that the properties are entirely surrounded by city limits. The Transportation Department’s property is already served by city water and sewer, and Division Road is currently maintained by the City’s Public Works Department.

The unincorporated enclave was mistakenly established through previous land use actions. Most recently, the subject section of Division Road was not included within Resolution 10140 that extended the city limits to include a proposed apartment complex annexation (now the current site for Arc Apartments). The City’s annexation process requires that any adjoining rights-of-way must be included in the extension of city limits.

The annexation of this parcel and the adjoining right-of-way would eliminate a gap in city limits and jurisdiction, and better justify the use of city services.

Annexation Request:

The subject property includes a 3.50 acre parcel on the east side of Division Road. The parcel is owned by the Montana Department of Transportation, whose additional property and facilities are within City limits, and adjacent to the subject parcel. The portion of Division Road that is being proposed to be annexed begins at the south lot line of Lot 4, Block 1, of the Division Addition, and extends north to the intersection of Smelter Avenue Northwest.

The basis for decision for an annexation by petition request is listed in OCCGF §17.16.7.050 of the Land Development Code. Even though the annexation is City initiated, this basis of decision is applicable to the City’s request. The decision of City Commission shall at a minimum consider the criteria which are attached as Findings of Fact/Basis of Decision – Annexation by Petition.

Establishment of Zoning Request

Tract A currently houses the Montana Department of Transportation (MDT) District Office. Once annexed, MDT would continue the current use on the parcel. The other zoning districts in the area include

C-2 General Commercial to the east, R-6 Multi-family high density to the west, and R-5 Multi-family medium density to the north. Based on the existing use, and the surrounding zoning districts, it has been determined that the most fitting zoning district for MDT's parcel is C-2 General Commercial. Per City policy, the subject portion of Division Road will be split zoned along the road's center line to reflect the zoning for adjacent parcels: R-6 on the west side of the right-of-way, and C-2 on the east side of the right-of-way.

The basis for decision on zoning map amendments is listed in OCCGF §17.16.40.030. The decision of City Commission shall at a minimum consider the criteria which are attached as Findings of Fact/Basis of Decision.

Fiscal Impact: No new infrastructure or maintenance responsibilities will be created with the annexation request, therefore, there will be no negative fiscal impacts to the City.

Alternatives: The City Commission could deny Resolution 10459 or Ordinance 3243. For these actions, the Commission must provide separate Findings of Fact/Basis of Decision for the annexation and establishment of zoning.

Concurrences: Representatives from the City's Fire, Legal, and Public Works Departments have reviewed the request, as well as the Montana Department of Transportation.

Attachments/Exhibits:

Resolution 10459

Resolution Exhibit A

Ordinance 3243

Ordinance Exhibit A

Findings of Fact – Annexation

Findings of Fact – Establishment of Zoning

Aerial Map

Zoning Map

RESOLUTION 10459

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF THE CITY OF GREAT FALLS TO INCLUDE TRACT A OF CERTIFICATE OF SURVEY NO. 2248, LOCATED IN THE NE 1/4 OF SECTION 2, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA AND THE PORTION OF RIGHT-OF-WAY OF DIVISION ROAD ADJOINING LOT 4, BLOCK 1 OF DIVISION ADDITION IN ACCORDANCE WITH THE PROVISION OF SECTION 7-2-4601, MONTANA CODE ANNOTATED.

* * * * *

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

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

Tract A of Certificate of Survey No. 2248 located in the NE ¼ of Section 2, T20N, R3E, P.M.M., Cascade County, Montana;

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

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

WHEREAS, Montana Department of Transportation, the owner of the hereinabove described properties have submitted a petition to have the subject properties annexed to the City of Great Falls; and

WHEREAS, the Great Falls Planning Advisory Board/Zoning Commission conducted a public hearing on April 12, 2022, to consider said annexation and assignment of zoning of C-2 General Commercial district and, at the conclusion of said hearing, passed a motion recommending the City Commission annex and assign said zoning to the properties legally described as Tract A of Certificate of Survey No. 2248 located in the NE ¼ of Section 2, T20N, R3E, P.M.M., Cascade County, Montana, and annex and assign C-2 General Commercial and R-6 Multi-family High Density zoning to the portion of Division Road adjoining Lot 4, Block 1 of Division Addition; and,

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

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

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

That the boundaries of the City of Great Falls, Montana, be, and the same are hereby extended so as to embrace and include within the corporate limits of said city, all of the land hereinabove described, included as: “Tract A of Certificate of Survey No. 2248 located in the NE ¼ of Section 2, T20N, R3E, P.M.M., Cascade County, Montana and the portion of Division Road adjoining Lot 4, Block 1 of Division Addition” as shown on attached “Exhibit A.”

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

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

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 7th day of June, 2022.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Jeff Hindoien, City Attorney

SMELTER AVE NW

18TH AVE NW

17TH AVE NW

16TH AVE NW

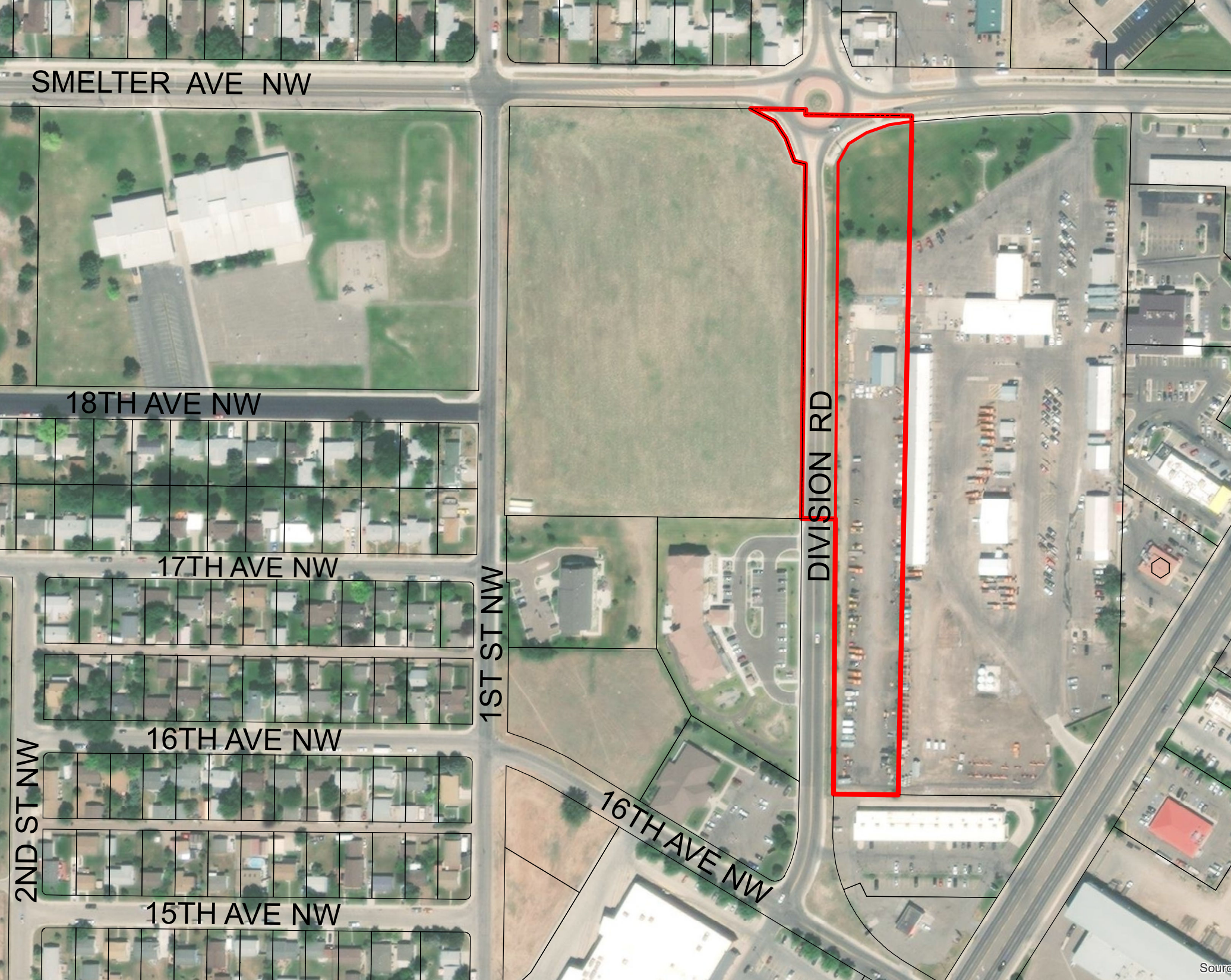
15TH AVE NW

1ST ST NW

DIVISION RD

16TH AVE NW

2ND ST NW



ORDINANCE 3243

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF C-2 GENERAL COMMERCIAL TO THE PROPERTY LEGALLY DESCRIBED AS TRACT A OF CERTIFICATE OF SURVEY 2248; AND THE ASSIGNMENT OF A ZONING CLASSIFICATION OF C-2 GENERAL COMMERCIAL AND R-6 MULTI-FAMILY HIGH DENSITY TO THE PORTION OF DIVISION ROAD ADJOINING LOT 4, BLOCK 1 OF DIVISION ADDITION LOCATED IN THE NE1/4 OF SECTION 2, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA

* * * * *

WHEREAS, the Montana Department of Transportation, is the owner of record, and the City of Great Falls has initiated the annexation of the subject property, consisting of ±3.50 acres, as legally described above; and

WHEREAS, the City of Great Falls is requesting to assign a zoning classification of C-2 General Commercial to the subject property, upon annexation to the City; and

WHEREAS, Section 7-2-4211 Montana Code Annotated, provides that whenever a property is to be annexed to a municipality, the municipality shall include the full width of any public streets or roads, including the rights-of-way, that are adjacent to the property being annexed; and

WHEREAS, the portion of Division Road, as described above, is adjacent to the subject property, and shall be included at time of annexation; and

WHEREAS, the City of Great Falls assigns zoning districts to its rights-of-way to reflect the zoning district of its adjacent properties; and

WHEREAS, the western thirty (30) feet of the portion of Division Road, as described above, is adjacent to R-6 Multi-family High Density zoning, and the eastern thirty (30) feet is adjacent to C-2 General Commercial, creating a zoning district delineation along the centerline of Division Road; and

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on April 12, 2022, to consider said zoning request and, at the conclusion of said hearing, passed a motion recommending the City Commission assign said zoning to the property legally described as Tract A of Certificate of Survey 2248 and the portion of Division Road adjoining Lot 4, Block 1 of

Division Addition located in the NE1/4 of Section 2, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana; and

WHEREAS, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing before the Great Falls City Commission on this zoning designation would be held on the 7th day of June, 2022, before final passage of said Ordinance herein; and

WHEREAS, following said public hearing, it was found and decided that the assignment of C-2 and R-6 zoning on said properties meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.030, and that the said zoning designations be made.

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

Section 1. It is determined that the herein requested C-2 and R-6 zoning assignments meet the criteria and guidelines cited in Mont. Code Ann. § 76-2-304, and meets the requirements of OCCGF Section 17.16.40.030.

Section 2. That the zoning classification of “C-2 General Commercial” be assigned to the property legally described as: Tract A of Certificate of Survey 2248 and that the zoning classifications of “C-2 General Commercial” and “R-6 Multi-family High Density” be assigned to the portion of Division Road adjoining Lot 4, Block 1 of Division Addition located in the NE1/4 of Section 2, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana.

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

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading May 3, 2022.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading June 7, 2022.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Jeff Hindoien, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3223, on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

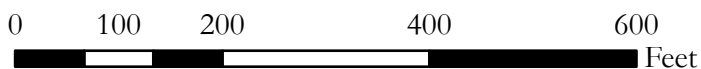
(CITY SEAL)

Map Exhibit



Legend

- City Limit
- Zoning



4/19/2022

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

FINDINGS OF FACT/BASIS OF DECISION – ANNEXATION

Tract A of Certificate of Survey 2248, located in the NE1/4 of Section 2, Township 20 North, Range 3 East, PMM, Cascade County, MT and the adjoining right-of-way of Division Road.

PRIMARY REVIEW CRITERIA:

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

1. **The subject property is contiguous to the existing City limits.**
The subject property is contiguous to the existing City limits. It is considered an unincorporated enclave, and is therefore surrounded wholly by City jurisdiction.
2. **The proposed annexation is consistent with the City's growth policy.**
The proposed annexation follows the intent and purpose of the 2013 Growth Policy Update. The annexation is consistent with the following physical growth policy goals:

Phy4.2.3 Inventory the City's enclaves and develop a cost-effective approach for addressing their long-term status in the City.
3. **The proposed annexation is consistent with applicable neighborhood plans, if any.**
The City of Great Falls is separated into nine Neighborhood Councils. There are no adopted plans for any of the Councils within the City. If annexation is approved, the subject property will be located in Neighborhood Council #3. No concerns have been expressed by the Council over the proposed annexation.
4. **The proposed annexation is consistent with other planning documents adopted by the City Commission, including a river corridor plan, transportation plan, and sub-area plans.**
The subject property does not lie within any adopted planning or sub-area planning areas, with the exception of the Long Range Transportation Plan. The annexation is consistent with the Long Range Transportation Plan in that Division Road is already maintained by the City.
5. **The City has, or will have, the capacity to provide public services to the subject property.**
The City already maintains Division Road and City utilities already serve the subject property. The Subject Property is surrounded by properties that already receive City fire and police services.
6. **The subject property has been or will be improved to City standards.**
There are currently no development requests, but should development occur, it will be required to follow all City regulations and code requirements.
7. **The owner(s) of the subject property will bear all of the cost of improving the property to City standards and/or the owner(s) has signed an agreement waiving the right of protest to the creation of a special improvement district created to pay, in whole or in part, and necessary improvement.**
The owner of the subject property is not being required to enter into an agreement with the City at the time of Annexation.

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

Certificate of Survey 2248 is on record with the County Clerk and Recorder.

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

The subject property already has a 1" irrigation tap. The City provides water and sewer service to the adjacent MDT property, and if development occurs on the subject lot, the City would provide additional services to serve the development.

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

The subject property is not located in an area the City Commission has deemed unsuitable for annexation.

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

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

12. The subject property is not used in whole or in part for agriculture, mining, smelting, refining, transportation, or any other industrial or manufacturing purpose or any purpose incidental thereto.

The subject property is currently used as the district office for Montana Department of Transportation, and if annexed, will continue the current use.

FINDINGS OF FACT/BASIS OF DECISION – GENERAL COMMERCIAL AND MULTI-FAMILY HIGH DENSITY

Tract A of Certificate of Survey 2248, located in the NE1/4 of Section 2, Township 20 North, Range 3 East, PMM, Cascade County, MT and the adjoining right-of-way of Division Road.

PRIMARY REVIEW CRITERIA:

The basis for decision on the establishment of C-2 General Commercial and R-6 Multi-family High Density zoning is listed in Official Code of the City of Great Falls 17.16.40.030 of the Land Development Code. The decision of City Commission shall at a minimum consider the following criteria:

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

The proposed zoning map amendment follows the intent and purpose of the 2013 Growth Policy Update. The amendment is consistent with the following physical growth policy goals:

Phy4.2.3.Support actions that bring properties into conformance with the City's Land Development Code requirements over time.

The proposed General Commercial zoning for Tract A not only allows for the current use on the land, it also will allow for a variety of future uses to be permitted on this property. General Commercial matches the surrounding area, and will unify the subject property with the adjacent MDT property. The proposed Multi-family High Density zoning for the western half of the Division Road right of way does not address substantive policy goals in the Growth Policy, but does enable this enclave of County jurisdiction to be eliminated. This goal is clearly stated in the Growth Policy. The zoning map amendment would meet goals of the Growth Policy and enable the policies to further be implemented.

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

The City of Great Falls is separated into nine Neighborhood Councils. There are no adopted plans for any of the Councils within the City. If annexation is approved, the subject property will be located in Neighborhood Council #3.

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

The subject property does not lie within any adopted planning or sub-area planning areas, with the exception of the Long Range Transportation Plan.

4. The code with the amendment is internally consistent.

The proposed zoning map amendment is not in conflict with any portion of the existing City code provisions. Establishment of C-2 zoning matches the current use of Tract A and creates future flexibility for additional redevelopment activity to occur.

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

There are no existing, identified health, safety, and welfare issues on the subject property.

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

The City has the financial and staffing capability to administer and enforce the proposed zoning map amendment, if approved. Because City infrastructure is already existing, the impact on the City is minimal.

SMELTER AVE NW

18TH AVE NW

17TH AVE NW

16TH AVE NW

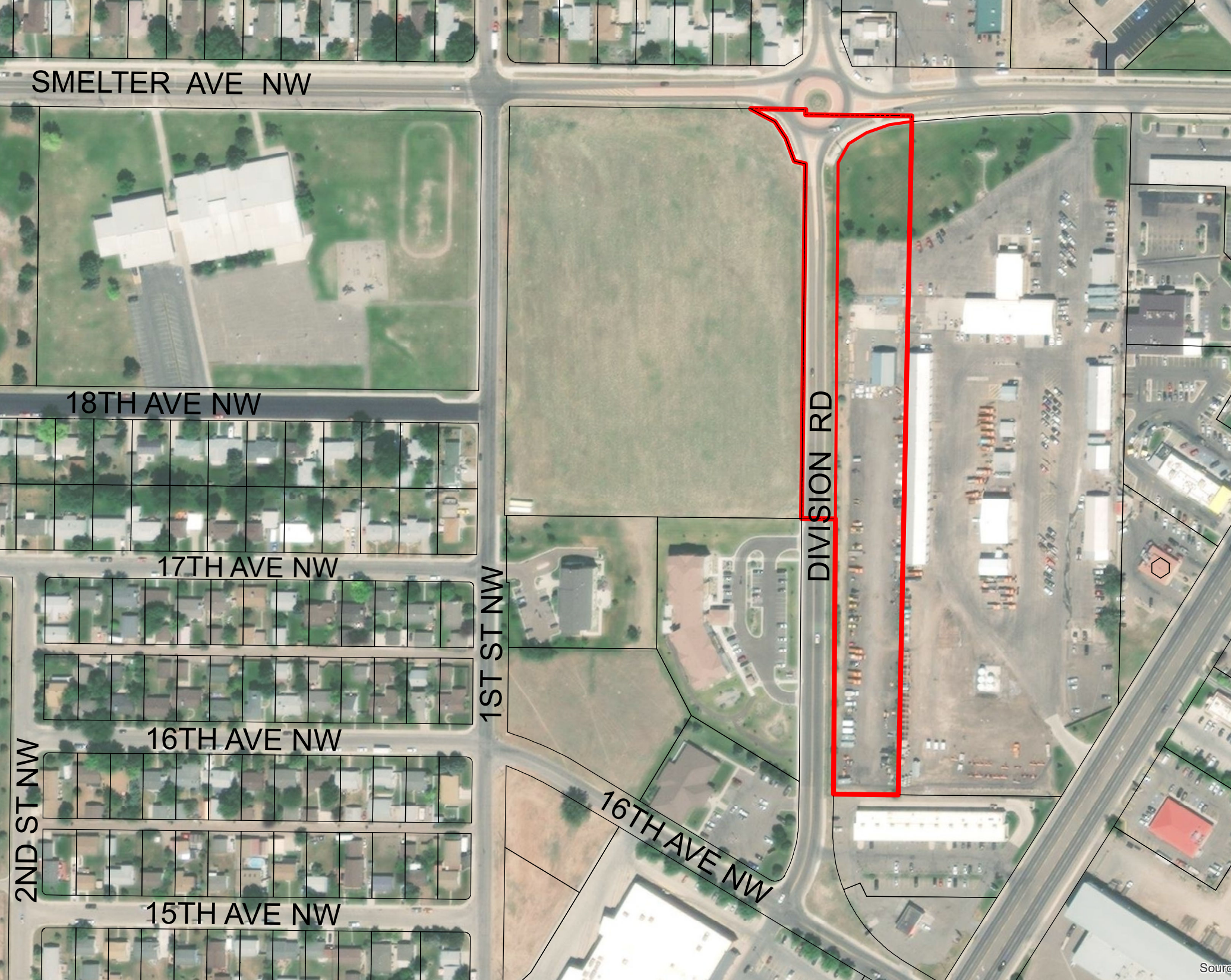
15TH AVE NW

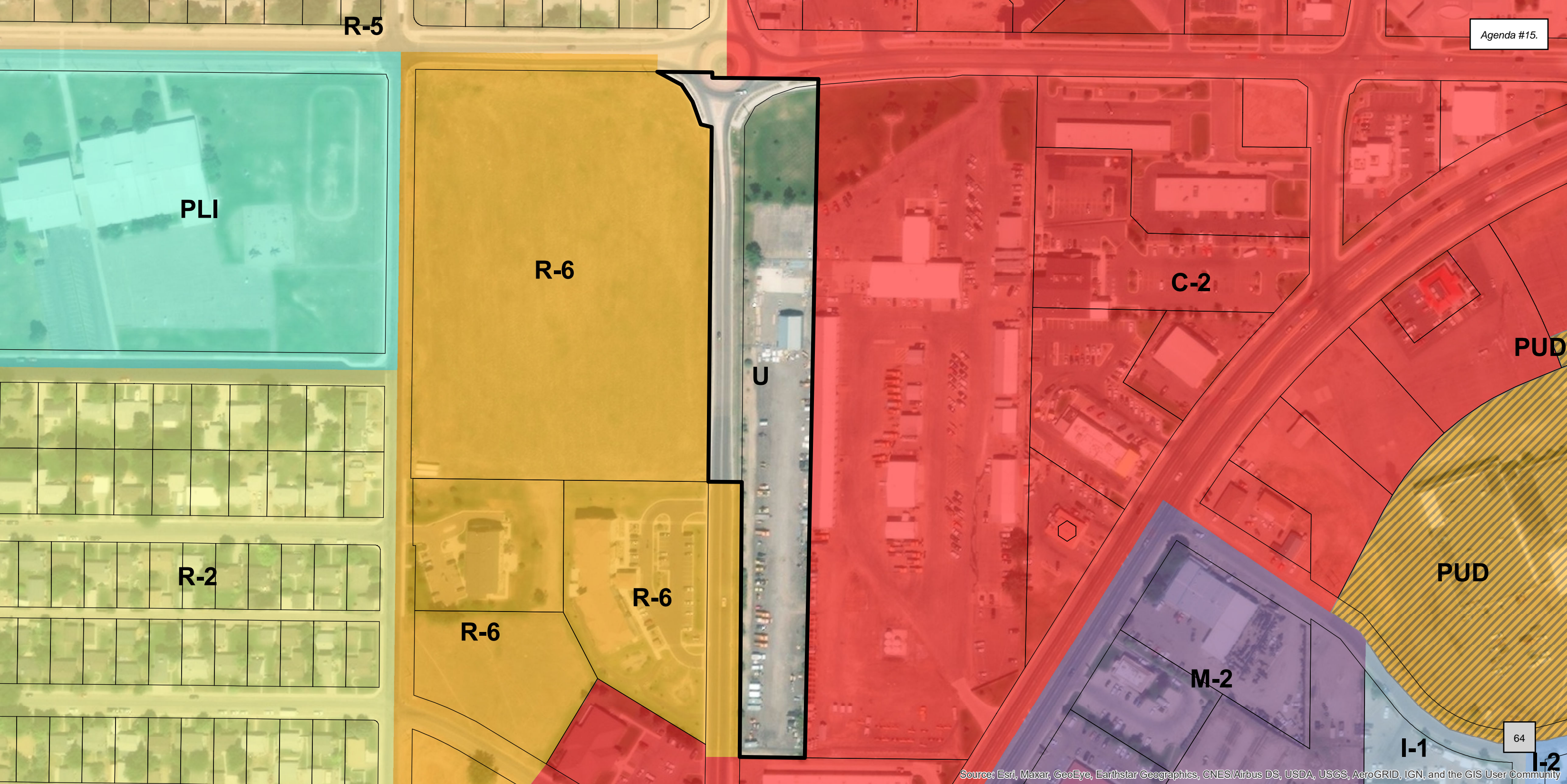
1ST ST NW

DIVISION RD

16TH AVE NW

2ND ST NW





R-5

PLI

R-6

U

C-2

PUD

R-2

R-6

R-6

PUD

M-2

I-1

64

I-2



Commission Meeting Date: June 7, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Alternative Project Delivery Contract Award – General Contractor Construction Manager Services: Water Treatment Plant Solids Mitigation Project, OF 1698.1

From: Public Works Department, Engineering Division

Initiated By: Public Works Department, Engineering Division

Presented By: Paul Skubinna, Public Works Director

Action Requested: Award a General Contractor Construction Manager (GCCM) contract to Sletten Construction Company for Phase One Preconstruction Services for the Water Treatment Plant (WTP) Solids Mitigation Project and approve the documented reasons for the selection of Sletten Construction Company to serve as GCCM

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) a GCCM contract to Sletten Construction Company for Phase One Preconstruction Services in the amount of \$54,000.00 for the Water Treatment Plant Solids Mitigation Project, and (approve/not approve) the stated reasons documented in the Agenda Report for that contract award.
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 award a GCCM contract to Sletten Construction Company for Phase One Preconstruction Services for the Water Treatment Plant Solids Mitigation Project, OF 1698.1.

Background:

A. The Project

The Great Falls Water Treatment Plant (WTP) treats surface water from the Missouri River via conventional flocculation, sedimentation, and filtration treatment process. Residual solids, generally referred to as sludge, are generated from the primary/secondary clarification basins and clarification of filter backwash during the water treatment process. Currently, sludge is handled by either immediate discharge to the Wastewater Treatment Plant or onsite storage and thickening ponds. In the winter months, residual solids are discharged directly into the sanitary sewer collection system.

In 2015-2016, the City retained Advanced Engineering and Environmental Services (AE2S) to evaluate the existing WTP residuals management procedures and perform an alternative analysis that evaluated and recommended potential improvements. The evaluation recommended an overhaul of the existing storage pond system and construction of a screw press dewatering system, a new building to house the equipment, and site improvements to provide truck access to haul extracted solids off site. The project has an estimated payback period of 25 to 30 years.

B. The Project Delivery Method – Competitive Solicitation & Selection Process

In September of 2021, the City Commission approved a *Professional Services Agreement* with AE2S for Design Phase Services for the WTP Solids Mitigation Project. Based on their experience with similar projects, AE2S advised that the City’s project would be a good candidate for an Alternative Project Delivery Contract as specifically allowed for under §§ 18-2-501 *et seq.*, MCA. Rather than utilize the traditional Design-Bid-Build (DBB) project delivery method, the Alternative Project Delivery method of General Contractor Construction Management (GCCM) allows for a range of benefits including a more aggressive project completion schedule, early procurement of construction materials, and opportunities for managing project risk and negotiating the project price.

On January 4, 2022, the City Commission approved Resolution 10438 to make detailed written findings that the WTP Solids Mitigation Project met the appropriate statutory criteria under § 18-2-502, MCA to allow for the use of the GCCM alternative project delivery method. Staff then initiated a process for soliciting proposals from qualified firms interested in serving as GCCM for the Project and established a process for scoring those proposals based on the statutory criteria required for the award of a GCCM contract § 18-2-503, MCA. A copy of the RFQ/RFP package and associated scoring/ranking materials is attached to this Agenda Report for the Commission’s review.

To conduct the review and ranking process, a Selection Committee consisting of City staff, a City Commissioner and a representative from AE2S was established. The members of the Selection Committee utilized the scoring/ranking materials in the attached RFQ/RFP package to review and score proposals from four candidate firms – PKG Contracting, Inc., Prospect Construction, Inc., Dick Anderson Construction and Sletten Construction Company. After reviewing the proposals, staff made a “short list” of the top three candidates for interviews, excluding the one candidate (Prospect Construction, Inc.) that had no previous experience with the GCCM project delivery method. The individual scores from the members of the Selection Committee were then averaged to arrive at the following scoring/rankings:

- Average Proposal Scores (100 points possible)
 - 81.8 - PKG Contracting Inc.
 - 74.0 - Prospect Construction Inc.
 - 80.2 - Dick Anderson Construction
 - 85.8 - Sletten Construction Company
- Average Interview Scores (50 points possible)
 - 46.2 - PKG Contracting Inc.
 - NA - Prospect Construction Inc.
 - 46.0 - Dick Anderson Construction
 - 46.0 – Sletten Construction Company
- Total Scores (150 points possible)

- 128.0 - PKG Contracting Inc.
- NA - Prospect Construction Inc.
- 126.2 - Dick Anderson Construction
- 131.8 - Sletten Construction Company

C. Contract Award Recommendation

Staff recommends that the City Commission award a GCCM contract to Sletten Construction Company for Phase One Preconstruction Services in the amount of \$54,000.00 for the WTP Solids Mitigation Project for the following documented reasons:

- The City utilized a competitive solicitation and ranking process based on criteria that includes, but was not limited to, the statutory criteria set forth in § 18-2-503, MCA:
 - History and experience with similar projects
 - Financial health, resource availability and commitment
 - Personnel and office locations
 - Project approach mechanics including administration, value engineering, plan review, scheduling, estimating, subcontracting and change order avoidance
 - Project costs for preconstruction phase services, GCCM fee and General Conditions Expenses
- The City utilized a multi-member Selection Committee to undertake the review, scoring and interview steps contemplated by the competitive solicitation process
- At the conclusion of the review, scoring and interview process as conducted by that Selection Committee, Sletten Construction Company accumulated the highest total score in the process.

D. Follow-On Contract Structure

If the City Commission takes action to award the GCCM contract to Sletten Construction Company for Phase One Preconstruction Services, the City's staff and design consultants (AE2S) will immediately begin utilizing Sletten's services for the Scope items identified on the contract document included with this Agenda Report. Assuming successful implementation of those various Scope items, staff will bring the second component of the GCCM contract structure – a contract for Construction Phase Services – to the City Commission for review and approval. That separate Construction Phase Services contract will include the total cost for the actual construction work necessary for the WTP Solids Mitigation Project.

Significant Impacts: The work to be undertaken for the WTP Solids Mitigation Project will result in substantial improvements and efficiencies for the City's water treatment operations. In addition, the successful utilization and implementation of the proposed alternative project delivery method will establish a foundation for the City's future utilization of alternative project delivery methods on projects where it may be warranted by time constraints, scope and/or complexity.

Workload Impacts: There are no foreseen adverse impacts to workloads for City staff with the approval of this item. The City Legal Department will be required to develop a Construction Phase Services Contract structure based in large part on the City's standard contracting structure for traditional DBB project delivery, but Public Works staff will continue to provide project management and collaboration support for the project in the same manner as a traditional DBB project.

Fiscal Impacts: The WTP Solids Mitigation Project has been selected, prioritized and executed in accordance with the Public Works Capital Improvements Program. Utilization of the proposed GCCM project delivery method is anticipated to result in reduced financial risk and increased collaboration contributing to a successful project delivery.

Citizen Participation: Citizens will have the opportunity to provide public comment on the recommended award of the GCCM contract to Sletten Construction during the City Commission meeting at which this Agenda Report item is presented. Citizens will also have the further opportunity to provide public comment at any future meeting when the follow-on GCCM contract for Construction Phase Services is presented to the Commission for approval.

Alternatives: The Commission could choose not to award a GCCM contract to Sletten Construction Company for Phase One Preconstruction Services for the WTP Solids Mitigation Project. In that event, staff would move forward through the completion of the full design phase with AE2S and pursue delivery of the project through a traditional DBB approach.

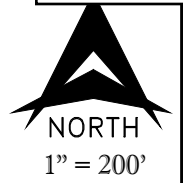
Concurrences: The Public Works Department and the Legal Department support the recommended contract award.

Attachments/Exhibits:

Project Vicinity Map

Contract Document

RFQ/RFP Selection Package



P:\Engineering\inspector\Mark Juras\1 - Projects\1698.1 WTP Solids Mitigation Facility\CAD\VICINITY MAP.dwg



WATER TREATMENT PLANT SOLIDS MITIGATION PROJECT

VICINITY MAP

OF 1698.1
06-07-2019

**PHASE ONE PRECONSTRUCTION
SERVICES CONTRACT**

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 **SLETTEN CONSTRUCTION COMPANY**, 1000 25th Street North, Great Falls, MT, 59401, hereinafter referred to as General Contractor Construction Manager (“GCCM”)

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 has awarded a contract to **SLETTEN CONSTRUCTION COMPANY** to serve as GCCM for the City’s Water Treatment Plant Residual Solids Mitigation Project (“Project”) and this Agreement is for the Phase One Preconstruction Services portion of the Project.

2. **Term of Agreement:** This Agreement is effective upon the date of its execution and will be deemed complete upon the Parties agreement to and execution of a Phase Two Construction Services contract for the Project. Both parties reserve the right to terminate this Preconstruction Services Contract, however, by providing a written sixty (60) day notice to the other party.

3. **Scope of Work:** GCCM will perform the work and provide the services more particularly described on the attached Scope of Services.

4. **Payment:** City agrees to pay GCCM for the services in the amount and manner described in the attached Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by GCCM only 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 GCCM is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. GCCM 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. Except as may be specifically provided for in the Scope of Services, GCCM is not authorized to represent the City or otherwise bind the City in any dealings between GCCM and any third parties.

GCCM 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. GCCM shall maintain workers’ compensation coverage for all members and employees of GCCM’s business, except for those members who are exempted by law.

GCCM 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, GCCM 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 GCCM's performance of this Phase One Preconstruction Services Agreement. 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. GCCM's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City. GCCM 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:** GCCM shall purchase and maintain insurance coverage as set forth below. The insurance policy, except Workers' Compensation, must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured or contain a blanket additional insured endorsement and be written on a "primary—noncontributory basis." GCCM 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 GCCM, 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 GCCM'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 occurrence
(only if applicable) \$2,000,000 aggregate

GCCM may provide applicable excess or umbrella coverage to supplement GCCM's existing insurance coverage, if GCCM'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 REVIEW INITIALS: Approved _____ Denied _____

8. **Professional Service:** GCCM agrees that all services and work performed hereunder will be accomplished in a professional manner.

9. **Compliance with Laws:** GCCM 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, GCCM agrees to purchase a City safety inspection certificate or special business license.

10. **Nondiscrimination:** GCCM agrees that all hiring by GCCM 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 GCCM may not subcontract or assign GCCM's rights, including the right to compensation or duties arising hereunder, without the prior written consent of City.

13. **Ownership and Publication of Materials:** All reports, information, data, and other materials prepared by the GCCM 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 GCCM for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the GCCM. 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 GCCM is Mark Juras and GCCM's designated liaison with City Matt Popa


15. **Applicability:** This Agreement shall be governed and construed in accordance with the laws of the State of Montana.

IN WITNESS WHEREOF, GCCM and City have caused this Phase One Preconstruction Services Contract to be executed as of the dates set forth below.

CITY OF GREAT FALLS, MONTANA

SLETTEN CONSTRUCTION COMPANY

By: _____
Print Name:
Print Title:
Date:

By: 
Print Name: Paul Robinson
Print Title: V.P.
Date: 5/24/22

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

APPROVED AS TO FORM:

By _____
Jeffrey M. Hindoiem, 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.

SCOPE OF SERVICES
PRECONSTRUCTION PHASE SERVICES

SLETTEN CONSTRUCTION, in its capacity as General Contractor Construction Manager (GCCM) for the City of Great Falls Water Treatment Plant Residual Solids Mitigation Project (“Project”), will provide the following services under the PHASE ONE PRECONSTRUCTION SERVICES CONTRACT for the Project:

- Participation in coordination meetings
- Consult with, advise, assist and provide recommendation on all aspects of the planning and design of the work
- Provide information, estimates, and participate in decisions regarding construction materials, methods, systems, phasing, and costs to assist in determinations that are aimed at providing the highest quality facility within the budget, schedule and other Project requirements
- Review in-progress design documents and provide input and advice on construction feasibility, alternative materials, and availability of materials and equipment; review completed design documents and suggest modifications to improve completeness and clarity
- In reviewing the drawings and specifications in an effort to identify potential constructability problems that could impact the Project, promptly report to the City and its design professionals any errors or omissions it may discover – HOWEVER, the parties recognize that the GCCM is not acting in the capacity of a licensed design professional and that the GCCM’s examination is to facilitate construction and does not create any affirmative responsibility to detect errors, omissions, or inconsistencies or to ascertain the compliance of the drawings and specifications with any particular law, codes or regulations
- Develop and continuously monitor the Project critical path schedule and recommend adjustments in the design documents or construction bid packaging to ensure completion of the Project in the most expeditious manner possible while addressing and meeting schedule requirements
- Develop all subcontractor/supplier bid packaged and perform all required advertising and receipt of subcontractor/supplier bids. Bid packages must show all subcontractor and supplier bids supplied, including for self-performed work
- In connection with the City’s design professionals, prepare construction cost estimates for the Project at appropriate times throughout the design phases of the work (30%, 60%, 90%) and notify the City and its design professionals immediately if the cost estimates appear to be exceeding the City’s construction budget
- Develop and furnish a Guaranteed Maximum Price (GMP) proposal for review and approval by the City as a component of the PHASE TWO CONSTRUCTION SERVICES CONTRACT for the Project

COMPENSATION: The GCCM will be compensated for the PHASE ONE PRECONSTRUCTION SERVICES CONTRACT in the amount set forth on the document attached hereto as *Exhibit “A”*.

EXHIBIT “A”

a) *Preconstruction Services Scope & Fee – Include with the proposal a scope and an estimated fee for preconstruction services.*

Sletten Construction proposes the following fee for Pre Construction Services for a duration of 15 weeks as outlined within this RFP.

SCOPE ITEM	DESCRIPTION	PROPOSED FEE
1	PARTICIPATION IN COORDINATION MEETINGS	\$5,100
2	CONSULT/ADVISE/ASSIST/PROVIDE RECOMMENDATIONS ON PLANNING & DESIGN	\$1,300
3	PROVIDE ESTIMATES & PARTICIPATE IN DECISIONS REGARDING MATERIALS/METHODS/SYSTEMS/PHASING/COSTS	\$2,000
4	REVIEW IN-PROGRESS & COMPLETED DESIGN DOCUMENTS AND PROVIDE FEEDBACK	\$5,200
5	PROVIDE CONSTRUCTION MARKET UPDATE & RECOMMENDATIONS REGARDING BIDDING CLIMATE	\$2,100
6	DEVELOP AND MONITOR PROJECT CRITICAL PATH SCHEDULE	\$1,600
7	DEVELOP/ADVERTISE/RECEIVE ALL SUBCONTRACTOR/SUPPLIER BID PACKAGES	\$2,900
8	PREPARE COST ESTIMATES FOR 30%, 60%, 90% DESIGN DOCUMENTS	\$28,900
9	DEVELOP AND FURNISH A GUARANTEED MAXIMUM PRICE (GMP) IN ACCORDANCE TO CONTRACT REQUIREMENTS	\$4,900
	TOTAL FEE ESTIMATE TO ACCOMPLISH ALL PRE-CONSTRUCTION PHASE SERVICES	\$54,000

b) *General Conditions of a Construction Contract – Include with the proposal a pricing per month for various construction phase general conditions items. The candidate may use the attached form GC and include it in the proposal or provide a separate form that is more applicable to the candidate’s business model. Provide a monthly or lump sum fee for each item, as applicable.*

See Bid Form on the following page for proposed General Condition items within the Construction Phase. As requested, a monthly cost has been provided for each item for a 12 month construction duration.

c) *General Contractors Fee to Manage a Construction Contract – Include in the proposal the candidate’s standard General Contractor’s Fee. The fee is generally described as the percentage added to the total construction cost for management of a construction project.*

SLETTEN CONSTRUCTION GENERAL CONTRACTOR’S FEE	5.5%
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**INSTRUCTIONS FOR SELECTION COMMITTEE
REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ & RFP)
WATER TREATMENT PLANT SOLIDS MITIGATION O.F. 1698.1**

Dear Selection Committee Member,

Thank you for your participation in the review and scoring of the qualifications and proposals of General Contractor Construction Manager (GCCM) candidates for the above referenced project. Please review this instructions document and familiarize yourself with the material contained herein. **Please avoid bias in your scoring.** We are looking for the GCCM candidate that has adequate qualifications, has a high quality proposal, has the talented and right team with the necessary experience, and provides the best project approach to serve as our contractor for this project.

The review and scoring process will follow the procedure outlined in the RFQ & RFP which was publicly advertised and made available to the GCCM candidates. The RFQ & RFP document, along with all the other documents necessary to provide a fair and equitable scoring and review process, are included herein and consist of the following:

- Scoring Criteria (pages 2 - 4 of this letter)
- Proposals and scoring worksheets
- Interview scoring sheet
- Copy of RFQ & RFP
- Electronic versions of all documents will be e-mailed to each committee member

The following four GCCM Candidates submitted qualifications and proposals (in order of arrival):

- PKG Contracting, Inc.
- Prospect Construction Inc.
- Dick Anderson Construction
- Sletten Companies

Please be attendant to the following meetings, held in the Engineering Conf. Room (or Zoom):

- April 22, 10-11 AM - meeting – distribute proposals & scoring instructions
- April 29, 10-11 AM – meeting – have proposals skimmed or read prior to this meeting, ask and answer questions, discuss proposals & interviews
- May 5, 1 PM – 5 PM – **interviews – this is the most important meeting to make**
- May 10, 10:30-11:30 AM – meeting -**final proposal scores and final interview scores due**

Please have your final proposal scoring worksheets and interview scores completed and returned to me by our meeting on May 10th. Feel free to deliver hard copies of the completed scoring documents or e-mail me electronic versions. You may contact me directly with any questions at my direct line 455-8120, cell phone 217-7856, or mjuras@greatfallsmt.net.

Sincerely,
Mark Juras, Public Works - Senior Civil Engineer

Scoring Criteria:

All Scored items will be evaluated using the following basic scoring methodology:

- Outstanding/Exceptional response: 90-100% of the available points
- Good response: 70-90% of the available points
- Average response: 50-70% of the available points
- Poor response: 30-50% of the available points
- Qualifications not clearly met: 0-30% of the available points

Proposal Scoring Rubric (100 Potential Points Total)

1. History and Experience with Similar Projects – 20 points
 - a. 5 points - Respondent must describe candidate's background and related experience demonstrating successful experience and capacity to act as a contractor on projects of similar size, type, and complexity. Include descriptions of a minimum of three (3) successful projects in excess of \$5 million in the past five (5) years performed as either a GC, GCCM, CMAR, or equivalent that are similar to the proposed Project. Indicate for each project whether the candidate acted as a GC, CM, GCCM, CMAR, or equivalent.
 - b. 5 points - Respondent must describe experience and understanding regarding local subcontractors and bidding conditions. Explain how the candidate stays current with the construction costs and bidding conditions in this area. If applicable, describe strategies the candidate has used to successfully deal with recent materials or equipment shortages, supply chain disruptions, and the volatile construction market.
 - c. 5 points - Respondent must provide a minimum of six (6) references with addresses and current phone numbers as follows: two (2) subcontractor references; two (2) Architect/Engineering firm references; and two (2) Owner's representative references.
 - d. 5 points - Describe the candidate's recent and/or current work for the City of Great Falls, if any.

2. Financial Health, Resource Availability and Commitment – 20 points
 - a. 5 points - The Respondent must provide information demonstrating financial health and ability to fully bond projects up to \$10 million. The GCCM must be able to provide both Performance and Payment bonds in the amount of the GMP. Include a letter from a bonding company certifying the bonding capacity of the Respondent.
 - b. 5 points - Describe the respondent's current workloads and future obligated workloads. Demonstrate that current and obligated workloads will not have negative effects for completion of the proposed Project.
 - c. 5 points - Describe the general availability of resources of the respondent including, but not limited to: personnel, equipment, materials, and storage warehouses or yards.
 - d. 5 points - Describe the level of effort or length that the respondent is willing to go to make this Project a priority. Describe the level of commitment of the candidate to the Project.

3. Personnel and Office Location(s) – 20 points
 - a. 10 points - Provide a list of names and define the role of each management and/or technical team individual that the candidate will commit to the Project. The suggested team members include, but are not limited to: project managers, field managers, superintendents, estimators, and schedulers. Identify the office location for each significant team member. If applicable, provide the resumes of key personnel. Significant Sub-Consultant team members may also be listed.
 - b. 10 points - Indicate the general capacity of the candidate in regards to laborers, operators, administrative staff, assistant staff, and others as applicable.

4. Project Approach – 20 points – items a. – i. are cumulatively worth 15 points
 - a. Administration - Identify the specific methodology the respondent will use in the administration of this Project, in both the preconstruction and construction phases.
 - b. Value Engineering – Describe specific procedures to evaluate the Project as it moves forwards in regards to plan review for necessity of parts, making recommendations to enhance construction means and methods during design, and any other insights that could result in a cost or schedule savings.
 - c. Plan Review – Provide the candidate’s approach in regards to review of Project plans and documents during design.
 - d. Scheduling – Explain the approach of the candidate towards project scheduling for this specific Project. Describe the software or methods that the candidate uses in regards to critical path scheduling. Provide preliminary insights in regards to the feasibility of the City’s Project schedule as described in the RFQ & RFP.
 - e. Cost Estimating – Identify the methodology and organization scheme that the candidate will use in producing cost estimates for this Project.
 - f. Materials Procurement – Assuming the Project proceeds to an Agreement on a GMP and a green light is given for construction, clearly describe the manner in which materials and equipment will be procured. Describe how bias or favoritism will be avoided. What strategies, if any, does the candidate propose to prepare for potential material shortages and delivery delays?
 - g. Subcontracting – Describe the manner in which subcontractors will be selected. Describe how bias or favoritism will be avoided. Provide an estimate of the percentage of the work that will be completed by subcontractors and the work that will be self-performed. Is the candidate willing to be collaborative with the City and provide financial transparency?
 - h. Construction – Describe the methodology of construction and management that the candidate will use to successfully complete the Project under the allocated budget.
 - i. Change Orders – One of the benefits of the GCCM method is to provide collaboration during design and reduce the potential for change orders. Given this fact, identify the risks that may constitute a change order during construction and identify the company’s strategy in avoiding change orders.
 - j. 5 points - Other – Please include other applicable items in regards to Project approach as needed.

5. Pricing Structure

- a. 10 points - Preconstruction Services Scope & Fee –Include with the proposal a scope and an estimated fee for preconstruction services. The scope is to be based generally on the requested preconstruction services stated in Section III of this RFQ & RFP. The candidate may include additional items, or exclude items or services as they see fit. Each scope item is to include an associated fee estimate to accomplish the scope task. If needed, each scope item may include a breakdown or description of sub-tasks within the scope item. There shall also be a cumulative fee estimate to accomplish all pre-construction phase services. The final scope and fee may be negotiated between the GCCM candidate and the City and will be attached to the preconstruction phase services Contract as “Exhibit A” as described in Section VI of this RFQ & RFP.
- b. 5 points - General Conditions of a Construction Contract – Include with the proposal a pricing per month for various construction phase general conditions items. The candidate may use the attached form GC and include it in the proposal, or provide a separate form that is more applicable to the candidate’s business model. Provide a monthly or lump sum fee for each item, as applicable.
- c. 5 points - General Contractors Fee to Manage a Construction Contract – Include in the proposal the candidate’s standard General Contractor’s Fee. The fee is generally described as the percentage added to the total construction cost for management of a construction project.

Interview Scoring Rubric (3 TBD Questions or Discussions, 50 Potential Points Total)

1. General Question and Discussion - 10 points
2. Volatility of Construction Market Question and Discussion – 20 points
3. Project Specific Question and Discussion – 20 points

The proposal ranking shall consist of 100 total potential points, and the interview ranking shall consist of 50 total potential points, for a cumulative total of 150 potential maximum points. The average of each selection committee member’s individual scores will be used to identify the top ranked candidate. Refer to the proposal scoring worksheets and the interview scoring worksheets provided herein for additional information.

GCCM Qualifications and Proposal Scoring Worksheet

Tallied Score Cell
Input Cells

Evaluator's Name: Date: GCCM Candidate:		
History and Experience with Similar Projects		
of	20	
		a. Demonstrates successful history, experience, and capacity with past projects of similar size, type, and complexity
		b. Demonstrates history, experience, and understanding regarding relevant subcontracting and bidding conditions
		c. References - selection committee members are encouraged to reach out to one or two references to gauge the candidates past performance. This is not a requirement of the selection committee member.
		d. Gauge historical or current performance in regards to recent and/or current work for the City of Great Falls, if any
Financial Health, Resource Availability and Commitment		
of	20	
		a. Demonstrates strong financial health and ability to bond projects up to \$10 million.
		b. Demonstrates that obligated workloads will not negatively effect the proposed project
		c. Demonstrates a strong availability of resources including, but not limited to: personnel, equipment, materials, storage areas
		d. Demonstrates a strong level of commitment to the proposed project
Personnel and Office Location(s)		
of	20	
		a. Gauge whether the significant team members are well suited to the proposed project and have the necessary know how
		b. Evaluate whether the support staff/general capacity of the candidate is suitable to perform the proposed project, are they familiar with our City
Project Approach		
of	20	
		a.-i. Gauge the candidate's approach to the proposed project. Demonstrates capability, aptitude, and confidence in the following: Project Administration, Value Engineering, Plan Review, Scheduling, Cost Estimating Materials Procurement, Subcontracting, Construction, Change Orders
		j. Other: ability to think outside of the box, presents previously unconsidered idea(s), goes beyond what was requested, etc.
Pricing Structure		
of	20	
		a. Demonstrates a thorough and comprehensive preconstruction services scope at a reasonable fee
		b. Demonstrates ability to meet general conditions of a construction contract at a reasonable price
		c. Demonstrates ability to manage a construction contract at a reasonable percentage based fee (5%-15% industry standard)
Total RFP Score		

**REQUEST FOR QUALIFICATIONS AND PROPOSALS
GENERAL CONTRACTOR/CONSTRUCTION MANAGER (GCCM)
PRECONSTRUCTION AND CONSTRUCTION SERVICES**

**CITY OF GREAT FALLS, MONTANA
Department of Public Works**

**WATER TREATMENT PLANT RESIDUAL SOLIDS MITIGATION PROJECT
O.F. 1698.1**



Office File 1698.1 Issue Date: March 28th, 2022

Pre-Proposal Conference: 2:00 PM MDT April 5th, 2022

Proposals to be due by 3:00 PM MDT April 21st, 2022

Table of Contents

RFQ & RFP – GCCM Preconstruction and Construction Phase Services

I. INTRODUCTION..... 1

II. PROJECT DESCRIPTION 3

III. SCOPE OF SERVICES..... 4

IV. PROPOSAL REQUIREMENTS 5

V. PROPOSAL EVALUATION..... 8

VI. CONTRACT..... 9

VII. CITY DISCLAIMER OF RIGHTS..... 9

Attachments:

Conceptual Index of Project Manual

Conceptual Design Plans

Form GC

Professional Services Agreement for Preconstruction Phase Services

**REQUEST FOR QUALIFICATIONS AND PROPOSALS
GENERAL CONTRACTOR CONSTRUCTION MANAGER (GCCM)
PRECONSTRUCTION AND CONSTRUCTION PHASE SERVICES
WATER TREATMENT PLANT RESIDUAL SOLIDS MITIGATION
PROJECT O.F. 1698.1**

I. INTRODUCTION

Invitation

The City of Great Falls is seeking a request for qualifications and a request for proposals (hereafter collectively referred to as “proposals” or “RFQ & RFP”) from candidates qualified to and interested in serving as a General Contractor and Construction Manager (GCCM) in accordance with Title 18, Chapter 2, Part 5, MCA. The selected GCCM will participate in a collaborative process to assist, as a partner, with the City, the Project Design Consultant, and other members of the design team in development and finalization of the design for the Water Treatment Plant Residual Solids Mitigation Project (“Project”).

The Project consists of installing new residual solids dewatering equipment at the Water Treatment Plant, a screw press, and making necessary infrastructure improvements to facilitate the screw press. The improvements consist of a new building to house the equipment, site improvements to provide truck access to haul dewatered solids off site, integrating the equipment with existing plant operations, and setting up operations and control systems.

The intent of this solicitation is to identify qualified GCCM candidates interested in participating in a collaborative process to bring the City’s Project to fruition in a timely and cost-efficient manner. From the list of interested and qualified GCCM candidates, the City will select the GCCM candidate which is best qualified and best suits the City’s needs and intent regarding the Project. It is anticipated that the selected GCCM will initially provide preconstruction phase services and, assuming that the City’s financial conditions attendant to the Project are met, will move forward with the provision of construction phase services.

GCCM candidates must be able to show the ability to bond and perform projects up to \$10 million dollars and show a minimum of three (3) successful projects in excess of \$5 million in the past five (5) years performed as either a GC, GCCM, Construction Manager At-Risk (CMAR), or equivalent. The GCCM shall comply with all fair labor practices and must meet the requirements of all local, state and federal statutes.

This RFQ & RFP shall not commit the City to enter into an Agreement, to pay any expenses incurred in preparation of any response to this request, or to procure or contract for any supplies, goods or services. This procurement is governed by the laws of the State of Montana and the venue for all legal proceedings shall be in the venue of Cascade County. By offering to perform services under this RFQ & RFP, all submitters agree to be bound by the laws of the State of Montana and of the City of Great Falls, including, but not limited to: applicable wage rates, payments, gross receipts taxes, building codes, equal opportunity employment practices, safety, non-discrimination, etc.

The City reserves the right to reject any and/or all responses, to waive any and/or all informalities or technicalities, and to act in the best interest of the City.

Communications Regarding the RFQ & RFP

Please direct all communications regarding the RFQ & RFP process to:

Project Manager: Mark Juras, PE, Senior Civil Engineer
1025 25th Avenue NE
Great Falls, Montana 59404

Telephone: (406) 771-1258
E-Mail: mjuras@greatfallsmt.net

The Project Manager is the only individual who can be contacted regarding the Project before proposals are submitted. Changes to this RFQ & RFP may be made by formal written correspondence issued by the City.

All formal questions concerning this RFQ & RFP must be submitted in writing via email only. Written responses to formal questions will be prepared by the City and delivered to all GCCM candidates who have requested the RFQ & RFP.

Schedule

The following is the anticipated schedule for the RFQ & RFP, all times are Mountain Daylight Time:

Advertise RFQ & RFP:	March 27th, 2022, April 3rd, 2022
Pre-Proposal Conference:	2:00 – 3:00 PM on April 5th, 2022
Last Day to Submit Questions:	5:00 PM on April 8th, 2022
Written Responses to Questions:	By April 12th, 2022
Due Date of Proposals:	3:00 PM on April 21, 2022
Notice of Interviews:	April 28th, 2022
Interviews:	May 9 th & 11th, 2022
Negotiations:	Finalized by May 25th, 2022
Contract is Awarded:	June 8th, 2022
Contract Fully Executed:	Estimated June 17th, 2022

With the exception of the advertising dates and advertised due date, the City reserves the right to modify the above timeline.

Pre-Proposal Conference

The City will have a pre-proposal conference meeting for the Project. The conference meeting is scheduled for **Tuesday, April 5th, from 2:00 to 3:00 PM MDT. The meeting will be held at the Public Works Engineering Conference Room, 1025 25th Ave NE, Great Falls, MT 59404. Immediately following the meeting, a field trip to the Project site will be conducted.** Attendance is highly encouraged. Participants can attend virtually via a Zoom meeting. Contact the Project Manager for information on the Zoom meeting connection info.

II. PROJECT DESCRIPTION

The Great Falls Water Treatment Plant (WTP) treats surface water from the Missouri River via conventional flocculation, sedimentation, and filtration treatment process. Residual solids, generally referred to as sludge, are generated from the primary/secondary clarification basins and clarification of filter backwash during the water treatment process. Currently, sludge is handled by either immediate discharge to the Wastewater Treatment Plant or onsite storage and thickening ponds.

In 2015-2016, the City retained Advanced Engineering and Environmental Services (AE2S) to evaluate the existing WTP residuals management procedures and perform an alternative analysis that evaluated and recommended potential improvements. The evaluation recommended an overhaul of the existing storage pond system and construction of a screw press dewatering system, a new building to house the equipment, and site improvements to provide truck access to haul extracted solids off site.

In October of 2021, The City executed a Professional Services Agreement with AE2S to design the Project. Early on in the design process, it became apparent that the Project would be a good candidate for an alternative project delivery method for the following reasons: an aggressive completion schedule of early 2023; a desire to procure construction materials and equipment early on; the desire to manage project risk via early contractor involvement; and a desire to negotiate a construction cost to meet the allocated budget. The City is ready to solicit a GCCM as the next step to informing and collaborating in the preconstruction phase process.

The Project construction budget is estimated to be no more than \$8.0 million, with anticipated completion dates as shown below:

- Begin Construction: October 2022
- Substantial Completion: March 2023
- Final Completion: May 2023

The WTP will be in operation during construction of the Project. The selected GCCM is expected to perform selected projects as required at the WTP while normal operations are maintained and, as required, to maintain site safety, security, project coordination, and ongoing operations.

Design Drawings

Planning level, conceptual Drawings and a Table of Contents of the Project Manual are included with this RFQ & RFP.

The Project Design Consultant is Advanced Engineering and Environmental Services (AE2S, Nate Weisenburger, PE) Portage Building, 405 3rd St NW, Suite 205, Great Falls, MT.

III. SCOPE OF SERVICES

Preconstruction Phase Services

Preconstruction phase services will be negotiated on a cost reimbursement basis, hourly plus reimbursables, not to exceed an established maximum. The specific scope of preconstruction phase services will be negotiated as part of the Contract structure (refer to Section VI), based on the GCCM's input as well as the City's requirements. In general, however, those preconstruction services are expected to include:

1. Participation in coordination meetings
2. Consult with, advise, assist, and provide recommendation on all aspects of the planning and design of the work
3. Provide information, estimates, and participate in decisions regarding construction materials, methods, systems, phasing, and costs to assist in determinations that are aimed at providing the highest quality facility within the budget, schedule, and other project requirements.
4. Review in-progress design documents and provide input and advice on construction feasibility, alternative materials, and availability of materials and equipment. Review completed design documents and suggest modifications to improve completeness and clarity.
5. Provide input regarding the volatile construction market, status of key subcontract markets, etc. Recommend division of work to facilitate procurement and award of trade contracts, considering such factors as bidding climate, improving or accelerating construction completion, minimizing trade jurisdictional disputes, and related issues.
6. Develop and continuously monitor the Project critical path schedule and recommend adjustments in the design documents or construction bid packaging to ensure completion of the Project in the most expeditious manner possible, while addressing and meeting schedule requirements.
7. Develop all subcontractor/supplier bid packages and perform all advertising and receipt of subcontractor/supplier bids. Bid packages must show all subcontractor and supplier bids supplied, including for self-performed work.
8. In conjunction with the Project Design Consultant, prepare construction cost estimates for the Project at appropriate times throughout the design phases of the work. Notify the City and Design Consultant immediately if the GCCM's construction cost estimates appear to be exceeding the City's construction budget and/or the Guaranteed Maximum Price (GMP).
9. Develop and furnish a Guaranteed Maximum Price (GMP) in accordance with the Contract requirements for review and approval.

In the event that the GCCM is unable to furnish a GMP satisfactory to the City, the City retains the sole option to terminate the Contract and initiate a new process for the construction of the Project.

Construction Phase Services

In the event that the preconstruction phase conditions are met and the Project moves into the construction phase, construction phase services will be provided by the GCCM under terms of the Contract (refer to Section VI). The specific scope of the construction phase services will be negotiated as part of that Contract structure based on the selected GCCM's input as well as

the City's requirements. In general, however, those construction phase services are anticipated to include general oversight and delivery of the Project in accordance with the requirements of all Contract Documents, including the Project Manual, which consists of, but is not limited to: the Drawings, Specifications, and General and Supplemental Conditions. At the time of the execution of the complete Project Manual, the GCCM will be required to submit a 100% performance and a 100% payment bond for the amount of the GMP. The selected GCCM will be required to comply with the State of Montana prevailing wage rates adopted and effective at the time of execution of the complete Project Manual.

The City retains the option to not commence or cancel the construction phase services, or to start a new process for the construction of the Project, or terminate the Contract and negotiate a replacement Contract with the next highest rated submitter from this solicitation, or to conclude the GCCM's services at preconstruction and issue the Project on a lowest responsible bidder method.

IV. PROPOSAL REQUIREMENTS

Submitting a Proposal

The GCCM candidate shall submit six (6) hard copies; and one (1) electronic copy in PDF format on a thumb drive. All proposals shall be bound, sealed, and properly labeled, with the name of the GCCM candidate. Proposal packages may be hand delivered or mailed (mail must arrive by the submittal deadline) to the following:

Public Works - Engineering
 ATTN: Mark Juras
 1025 25th Avenue NE
 Great Falls, Montana 59404

Sealed proposals must be received at the above address by the time and date indicated in the Schedule. Proposals received after the scheduled time and date will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the proposing party. Faxed and E-Mailed proposals are not acceptable.

The City reserves the right to reject any and all proposals, to waive any irregularities in a proposal, or to accept the proposal(s) which in the judgment of the proper officials is in the best interest of the City. The City reserves the right to accept a part or parts of a proposal unless otherwise restricted in the RFQ & RFP or issue a subsequent RFQ & RFP. The City does not guarantee that any proposal will be awarded as a result of this solicitation. In the event that an Agreement award is made but the Agreement is not executed, the City does not guarantee that the Agreement will be re-awarded.

Proposal Format

The GCCM candidate shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified in Section V EVALUATION OF PROPOSALS. **The proposal submitted in response to this RFQ & RFP must be in the format outlined below and must include a signed cover letter signed by an officer of the GCCM company with proper authority to commit the company.** The

Page 5 of 10

proposal may not exceed 40 double or single sided pages total including whatever pictures, charts, graphs, tables, and text the candidate deems appropriate. However, transmittal letters, cover pages, cover letters, cover sheets, divider sheets, schedule pages, and plan drawing pages are exempted from the page limit. The City reserves the right to adjust the allowable page limit based on the feedback received from the GCCM candidates, and all candidates will be notified if an adjustment occurs. The proposal shall, at a minimum, include the items described in the following outline:

1. History and Experience with Similar Projects –
 - a. Respondent must describe candidate’s background and related experience demonstrating successful experience and capacity to act as a contractor on projects of similar size, type, and complexity. Include descriptions of a minimum of three (3) successful projects in excess of \$5 million in the past five (5) years performed as either a GC, GCCM, CMAR, or equivalent that are similar to the proposed Project. Indicate for each project whether the candidate acted as a GC, CM, GCCM, CMAR, or equivalent.
 - b. Respondent must describe experience and understanding regarding local subcontractors and bidding conditions. Explain how the candidate stays current with the construction costs and bidding conditions in this area. If applicable, describe strategies the candidate has used to successfully deal with recent materials or equipment shortages, supply chain disruptions, and the volatile construction market.
 - c. Respondent must provide a minimum of six (6) references with addresses and current phone numbers as follows: two (2) subcontractor references; two (2) Architect/Engineering firm references; and two (2) Owner’s representative references.
 - d. Describe the candidate’s recent and/or current work for the City of Great Falls, if any.

2. Financial Health, Resource Availability and Commitment –
 - a. The Respondent must provide information demonstrating financial health and ability to fully bond projects up to \$10 million. The GCCM must be able to provide both Performance and Payment bonds in the amount of the GMP. Include a letter from a bonding company certifying the bonding capacity of the Respondent.
 - b. Describe the respondent’s current workloads and future obligated workloads. Demonstrate that current and obligated workloads will not have negative effects for completion of the proposed Project.
 - c. Describe the general availability of resources of the respondent including, but not limited to: personnel, equipment, materials, and storage warehouses or yards.
 - d. Describe the level of effort or length that the respondent is willing to go to make this Project a priority. Describe the level of commitment of the candidate to the Project.

3. Personnel and Office Location(s) –
 - a. Provide a list of names and define the role of each management and/or technical team individual that the candidate will commit to the Project. The suggested team members include, but are not limited to: project managers, field managers, superintendents, estimators, and schedulers. Identify the office location for each significant team member. If applicable, provide the resumes of key personnel. Significant Sub-Consultant team members may also be listed.

- b. Indicate the general capacity of the candidate in regards to laborers, operators, administrative staff, assistant staff, and others as applicable.
4. Project Approach –
- a. Administration - Identify the specific methodology the respondent will use in the administration of this Project, in both the preconstruction and construction phases.
 - b. Value Engineering – Describe specific procedures to evaluate the Project as it moves forwards in regards to plan review for necessity of parts, making recommendations to enhance construction means and methods during design, and any other insights that could result in a cost or schedule savings.
 - c. Plan Review – Provide the candidate’s approach in regards to review of Project plans and documents during design.
 - d. Scheduling – Explain the approach of the candidate towards project scheduling for this specific Project. Describe the software or methods that the candidate uses in regards to critical path scheduling. Provide preliminary insights in regards to the feasibility of the City’s Project schedule as described in the RFQ & RFP.
 - e. Cost Estimating – Identify the methodology and organization scheme that the candidate will use in producing cost estimates for this Project.
 - f. Materials Procurement – Assuming the Project proceeds to an Agreement on a GMP and a green light is given for construction, clearly describe the manner in which materials and equipment will be procured. Describe how bias or favoritism will be avoided. What strategies, if any, does the candidate propose to prepare for potential material shortages and delivery delays?
 - g. Subcontracting –Describe the manner in which subcontractors will be selected. Describe how bias or favoritism will be avoided. Provide an estimate of the percentage of the work that will be completed by subcontractors and the work that will be self-performed. Is the candidate willing to be collaborative with the City and provide financial transparency?
 - h. Construction –Describe the methodology of construction and management that the candidate will use to successfully complete the Project under the allocated budget.
 - i. Change Orders – One of the benefits of the GCCM method is to provide collaboration during design and reduce the potential for change orders. Given this fact, identify the risks that may constitute a change order during construction and identify the company’s strategy in avoiding change orders.
 - j. Other – Please include other applicable items in regards to Project approach as needed.
5. Pricing Structure
- a. Preconstruction Services Scope & Fee –Include with the proposal a scope and an estimated fee for preconstruction services. The scope is to be based generally on the requested preconstruction services stated in Section III of this RFQ & RFP. The candidate may include additional items, or exclude items or services as they see fit. Each scope item is to include an associated fee estimate to accomplish the scope task. If needed, each scope item may include a breakdown or description of sub-tasks within the scope item. There shall also be a cumulative fee estimate to accomplish all pre-construction phase services. The final scope and fee may be negotiated between the GCCM candidate and the City and will be attached to the preconstruction phase services Contract as “Exhibit A” as described in Section VI of this RFQ & RFP.

- b. General Conditions of a Construction Contract – Include with the proposal a pricing per month for various construction phase general conditions items. The candidate may use the attached form GC and include it in the proposal, or provide a separate form that is more applicable to the candidate’s business model. Provide a monthly or lump sum fee for each item, as applicable.
- c. General Contractors Fee to Manage a Construction Contract – Include in the proposal the candidate’s standard General Contractor’s Fee. The fee is generally described as the percentage added to the total construction cost for management of a construction project.

V. PROPOSAL EVALUATION

The City will review each proposal and score it based on the rubric below. The review will be conducted by a selection committee consisting of no more than 5 members which may or may not include the following: an Elected Official, a representative from the Finance department, a representative(s) from the Public Works department, a representative from the Design Consultant, and the Project Manager.

The selection committee will “short list” the top three candidates and the top three candidates will be contacted for an interview. The City reserves the right to “short list” as many candidates as it deems necessary. The format of the interview will be left up to the GCCM candidate. The interview will be constrained to a 45 minute total timeframe, inclusive of three discussion based questions which will be scored on the rubric below. There will also be a separate 15 minute timeframe for set up and disassembly as needed. At least 10 calendar days will pass between the time the “short listed” firms are contacted for the interviews and the time of the interview. The interview questions will also be provided at least 10 calendar days prior to the interview. If a “short listed” GCCM candidate does not wish to continue to interviews, they must notify the City’s Project Manager within 5 calendar days before the day of the interview, and the City reserves the right to fill their place with another candidate.

The proposal ranking shall consist of 100 total potential points, and the interview ranking shall consist of 50 total potential points, for a cumulative total of 150 potential maximum points. The cumulative total points will be delivered to the “short listed” GCCM candidates after the interview scoring has been completed, and the top-ranked candidate will be contacted for negotiations. If negotiations cannot be successfully completed with the top-ranked candidate, negotiations will cease and the second-ranked candidate will be contacted for negotiations, and so on.

Proposal Scoring Rubric (100 Potential Points Total)

- 1. History and experience with Similar Projects – 20 points
- 2. Financial Health, Resource Availability and Commitment – 20 points
- 3. Personnel and Office Location(s) – 20 points
- 4. Project Approach – 20 points
- 5. Pricing Structure – 20 points

Interview Scoring Rubric (3 Questions or Discussions, 50 Potential Points Total)

- 1. General Question and Discussion - 10 points
- 2. Volatility of Construction Market Question and Discussion – 20 points
- 3. Project Specific Question and Discussion – 20 points

VI. CONTRACT

The contracting parties will be the City of Great Falls and the GCCM candidate selected to provide the preconstruction phase services as described herein. The preconstruction phase services Contract will be the Professional Services Agreement as included in attachment to this RFP. The Preconstruction Services Scope and Fee will be attached to the Contract as “Exhibit A”. The candidate must meet and provide the necessary insurance requirements, or obtain an approved deviation from the City to waive insurance requirements. The GCCM candidate will have an opportunity to request modifications to the Contract. Proposed modifications will be reviewed by the City Legal Department.

A subsequent construction Contract will be provided for review prior to the finalizing of the Guaranteed Maximum Price (GMP). The construction Contract will be consistent with the industry standards for GCCM service Contracts. The subsequent construction Contract will be executed once negotiations of the GMP have been completed and the Project is ready to move into the construction phase.

VII. CITY DISCLAIMER OF RIGHTS

All proposals submitted in response to this RFQ & RFP become the property of the City and public records and, as such, may be subject to public review.

A submission in response to this RFQ & RFP confers no rights upon any respondents and shall not obligate the City in any manner whatsoever. The City reserves the right to make no award and to solicit additional RFQ & RFP at a later date.

1. This RFQ & RFP may be canceled or any or all responses may be rejected in whole or in part, as specified herein, when it is in the best interests of the City. If the City cancels or revises this RFQ & RFP, all respondents who submitted will be notified using e-mail.
2. The City reserves the right to accept or reject any and all submissions; to add or delete items and/or quantities; to amend the RFQ & RFP; to waive any minor irregularities, informalities, or failures to conform to the RFQ & RFP; to extend the deadline for submitting proposals; to postpone award for up to 60 days; to award one or more Contracts, by item or task, or group of items or tasks, if so provided in the RFQ & RFP and if multiple awards are determined by the City to be in the public interest.
3. The City reserves the right to reject the submission of any person/company who previously failed to perform properly to the satisfaction of the City, or complete on time agreements of similar nature, or to reject the submission of any person/company who is not in a position to perform such an agreement satisfactorily as determined by the City.
4. The City reserves the right to determine the best qualified respondents and negotiate a final scope of service and cost, negotiate a Contract with another respondent(s) if an agreement cannot be reached with the first selected respondent, or reject all proposals.
5. The Contract between the City and the successful GCCM candidate will incorporate the GCCM candidate’s preconstruction phase scope of services as part of the Agreement as “Exhibit A”. The final Agreement presented to the Contractor may differ from that presented herein as negotiations progress and as appropriate for the scope of services.

6. This RFQ & RFP does not commit the City to award a Contract. The city assumes no liability or responsibility for costs incurred by respondents in responding to this RFQ & RFP, requests for interviews, additional data, or other information with respect to the selection process, prior to the issuance of an Agreement, Contract or purchase order. The respondents, by submitting a response to this RFQ & RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFQ & RFP.
7. This Project is subject to the availability of funds.

ATTACHMENTS

CONCEPTUAL INDEX OF PROJECT MANUAL.....6
CONCEPTUAL DESIGN PLANS17
FORM GC1
PROFESSIONAL SERVICES AGREEMENT FOR PRECONSTRUCTION PHASE
SERVICES4

Set No. ____

PROJECT MANUAL
For
WATER TREATMENT PLANT SOLIDS MITIGATION
OFFICE FILE 1698.1



Specifications Filed in the
Office of the City Engineer

On _____, 2022

Bids to be received at the Office of the City Clerk
until _____ on _____, 2022

Paul Skubinna, Public Works Director

Jesse Patton, City Engineer

TABLE OF CONTENTS

	<u>PAGES</u>
SECTION 00100 – INVITATION TO BID	2
SECTION 00200 - INSTRUCTIONS TO BIDDERS	5
SECTION 00300 - BID FORM	7
BID BOND	2
AFFADAVIT OF NON-COLLUSION	1
CERTIFICATE OF NONSEGREGATED FACILITIES.....	1
CERTIFICATE OF COMPLIANCE WITH INSURANCE REQUIREMENTS.....	1
SECTION 00500 - AGREEMENT FORM	16
Exhibit A (Bid Form and Project Manual)	1
Exhibit B (City Supplied Materials)	1
Exhibit C (Construction Schedule)	1
Exhibit D (Compensation Schedule)	3
Exhibit E (Change of Work Specifications)	2
Exhibit F (Contractor’s Rates of Wages, Benefits, and Expenses).....	1
Exhibit G (Required Insurance Coverage).....	3
Exhibit H (Required Bonds)	1
PERFORMANCE BOND.....	4
MATERIALS PAYMENT BOND.....	4
SECTION 00700 – GENERAL CONDITIONS.....	10
SECTION 00800 – SUPPLEMENTARY CONDITIONS	10
SECTION 00850 - SPECIAL PROVISIONS	10
TECHNICAL SPECIFICATIONS	2
Ref. MPWSS* 6 th Edition	
MEASUREMENT & PAYMENT.....	3
<u>MODIFIED OR ADDITIONAL SPECIFICATIONS</u>	
Modified or Additional Specifications.....	54
<u>APPENDICES</u>	
Contract Forms.....	12
State of Montana Prevailing Wage Rates	12
Geotechnical Data.....	60
<u>CONSTRUCTION PLAN DRAWINGS</u>	
Water Treatment Plant Solids Mitigation.....	17

MODIFIED OR ADDITIONAL SPECIFICATIONS

Edits to MPWSS

MEASUREMENT AND PAYMENT

MODIFIED SPECIFICATIONS

DIVISION 01 – GENERAL REQUIREMENTS

- 01300 SUBMITTALS
- 01400 CONTRACTOR QUALITY CONTROLS/OWNER QUALITY ASSURANCE
- 01570 CONSTRUCTION TRAFFIC CONTROL

DIVISION 02 – SITE WORK

- 02210 GEOTEXTILES
- 02113 ADJUSTING OF EXISTING MANHOLES, LAMPHOLES, INLETS, VALVE BOXES AND HYDRANTS
- 02221 TRENCH EXCAVATION AND BACKFILL FOR PIPELINES
- 02225 FLOWABLE FILL
- 02235 CRUSHED BASE COURSE
- 02502 ASPHALT PRIME AND/OR TACK COAT
- 02510 ASPHALT CONCRETE PAVEMENT
- 02528 CONCRETE CURB AND GUTTER
- 02529 CONCRETE SIDEWALKS, DRIVEWAYS, APPROACHES, CURB TURN FILLETS, VALLEY GUTTERS AND MISC NEW CONCRETE
- 02660 WATER DISTRIBUTION
- 02720 STORM DRAIN SYSTEMS

ADDITIONAL TECHNICAL SPECIFICATIONS (NOT PROVIDED IN THE MPWSS)

DIVISION 01 – GENERAL REQUIREMENTS

- 01011 SUMMARY OF WORK
- 01019 CONTRACT MODIFICATION PROCEDURES
- 01027 APPLICATION FOR PAYMENT
- 01039 COORDINATION AND MEETINGS
- 01045 CUTTING AND PATCHING
- 01453 CODE REQUIRED SPECIAL INSPECTION
- 01500 TEMPORARY FACILITIES AND CONTROLS
- 01555 STAGING AND STOCKPILING AREAS
- 01600 MATERIAL AND EQUIPMENT
- 01650 STARTING AND ADJUSTING
- 01700 CLOSEOUT PROCEDURES
- 01730 OPERATION AND MAINTENANCE DATA
- 01750 DEMONSTRATION AND TRAINING

DIVISION 02 – SITE WORK

02607	MANHOLES AND STRUCTURES
02704	PRESSURE AND LEAKAGE TESTING
02675	DISINFECTION OF DISTRIBUTION SYSTEM
02940	IRRIGATION
02960	SODDING AND FERTILIZING

DIVISION 03 – CONCRETE

03200	CONCRETE REINFORCING
03300	CAST-IN-PLACE CONCRETE
03310	PRECAST CONCRETE
03600	GROUTING

DIVISION 04 – MASONRY

04200	MASONRY
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DIVISION 05 – METALS

05120	STRUCTURAL STEEL FRAMING
05140	STEEL JOIST FRAMING
05180	STEEL DECKING
05500	METAL FABRICATIONS
05510	METAL STAIRS
05520	METAL RAILINGS

DIVISION 06 – WOODS, PLASTICS, AND COMPOSITES

06100	ROUGH CARPENTRY
06500	FINISH CARPENTRY AND ARCHITECTURAL WOODWORK
06710	FIBERGLASS REINFORCED GRADING

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

07210	THERMAL INSULATION
07250	WEATHER BARRIERS
07411	METAL ROOF PANELS
07600	SHEET METAL FLASHING AND TRIM
07720	ROOF ACCESSORIES
07920	JOINT SEALANTS

DIVISION 08 – DOORS AND HARDWARE

08110	STEEL DOOR AND FRAMES
08330	OVERHEAD COILING ALUMINUM DOORS
08340	FLOOR ACCESS DOORS AND HATCHES
08710	FINISH HARDWARE
08800	GLASS AND GLAZING
08900	LOUVERS

DIVISION 09 – FINISHES

- 09900 PAINTING AND COATING
- 09910 PAINTING (PIPING, MATERIALS, AND EQUIPMENT)

DIVISION 10 – SPECIALTIES

- 10425 SIGNAGE
- 10440 FIRE PROTECTION SPECIALTIES
- 10780 TOILET ACCESSORIES
- 10990 MISCELLANEOUS SPECIALTIES

DIVISION 11 – PROCESS EQUIPMENT

- 11210 PROCESS PUMPS
- 11222 TRAVELLING SCREEN
- 11223 ROTARY SCREW PRESS
- 11224 SOLIDS SCREW CONVEYOR
- 11265 LIQUID CHEMICAL FEED
- 11280 DUCTILE IRON PROCESS PIPE AND FITTINGS
- 11282 POLYVINYL CHLORIDE PROCESS PIPE AND FITTINGS
- 11285 COUPLINGS, ADAPTERS, AND SPECIALS FOR PROCESS PIPING
- 11287 HANGERS AND SUPPORTS FOR PROCESS PIPING
- 11295 PROCESS VALVES
- 11296 ELECTRIC VALVE ACTUATOR
- 11298 PROCESS PIPE IDENTIFICATION SYSTEMS
- 11XX **OVERHEAD CRANE SYSTEMS**

DIVISION 15 – MECHANICAL AND PLUMBING

- 15000 PLUMBING
- 15110 BACKFLOW PREVENTERS
- 15130 SUBMERSIBLE SUMP AND SEWAGE PUMPS
- 15500 HEATING, VENTILATION AND AIR CONDITIONING
- 15551 BASIC MECHANICAL BUILDING SYSTEM MATERIALS AND METHODS
- 15593 TESTING, ADJUSTING AND BALANCING FOR HVAC

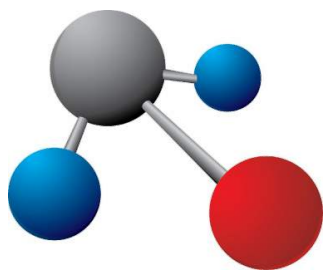
DIVISION 16 – ELECTRICAL

- 16000 GENERAL ELECTRICAL CONDITIONS
- 16150 MOTORS
- 16210 CONDUIT
- 16220 POWER AND INSTRUMENTATION CABLE – LESS THAN 600V
- 16230 JUNCTION BOXES
- 16250 LABELING AND EQUIPMENT IDENTIFICATION
- 16260 GROUNDING
- 16270 EXCAVATING, TRENCHING AND BACKFILLING
- 16310 ELECTRICAL SERVICE
- 16344 TRANSITION CABINET
- 16355 POWER MONITORING EQUIPMENT

16360	POWER TRANSFORMERS LESS THAN 600V
16420	PANELBOARDS
16425	DISCONNECTS
16430	FUSES
16433	SURGE PROTECTIVE DEVICES
16455	WIRING DEVICES
16520	SWITCHGEAR/SWITCHBOARD LESS THAN 600V
16521	VARIABLE FREQUENCY MOTOR CONTROLLERS
16550	MOTOR CONTROL CENTERS
16610	LUMINARIES
16921	CONTROL SYSTEM
16931	PROGRAMMABLE LOGIC PROCESS CONTROLLERS
16950	INSTRUMENTATION AND FIELD MOUNTED DEVICES

GREAT FALLS WTP SOLIDS MITIGATION IMPROVEMENTS OFFICE FILE 1698.1

Certification of Individual Project Design Disciplines Are Included On Their Individual Drawings, Respectively



PREPARED FOR:
City of Great Falls

LOCATION:
Great Falls, MT

DATE:
FEBRUARY 2022

AE2S PROJECT NO:
05231-2016-000

CLIENT PROJECT NO:
O.F. 1698.1



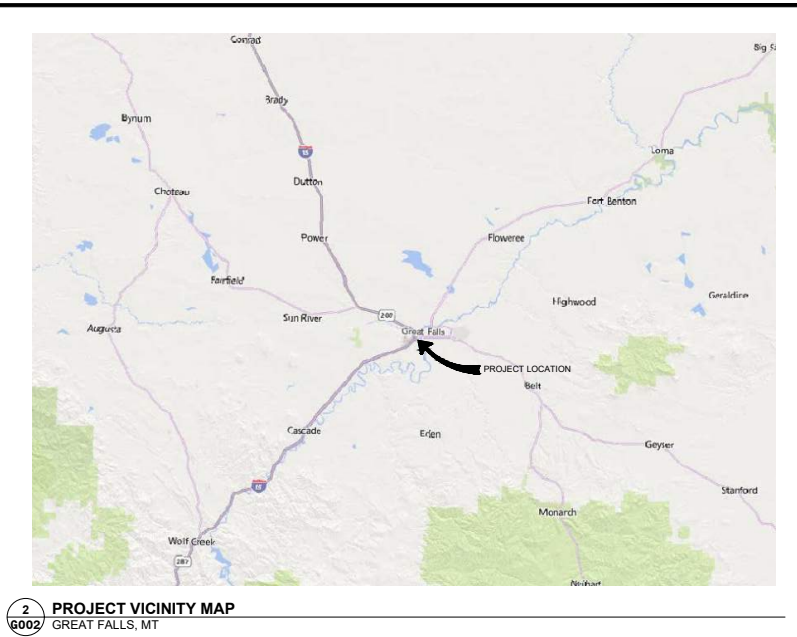
ENGINEERING TEAM:
CIVIL ENGINEER
Advanced Engineering and Environmental Services, LLC
STRUCTURAL ENGINEER
Advanced Engineering and Environmental Services, LLC
ARCHITECT
LPW Architects
PROCESS ENGINEER
Advanced Engineering and Environmental Services, LLC
MECHANICAL ENGINEER
KFI Engineers
ELECTRICAL ENGINEER
Advanced Engineering and Environmental Services, LLC
I&C ENGINEER
Advanced Engineering and Environmental Services, LLC

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Printed By: Carl Dym - Date: Friday, February 25, 2022



Advanced Engineering and Environmental Services, LLC www.ae2s.com



3
6002 PROJECT AERIAL MAP
GREAT FALLS, MT

Advanced Engineering and Environmental Services, LLC

PRELIMINARY

NOT FOR CONSTRUCTION

DATE	SYN	DATE	APPR
STATUS	PRELIMINARY - NOT FOR CONSTRUCTION		

GREAT FALLS WTP SOLIDS MITIGATION IMPROVEMENTS
Advanced Engineering and Environmental Services, LLC www.ae2s.com

LOCATION MAP			
CLIENT: City of Great Falls		PREPARED BY: CSD	
GREAT FALL, MT		CHECKED BY: RH	
		APPROVED BY: XXX	
PROJECT NO: 05231-2016-000	SHEET DESIGNATOR:	SHEET NO:	
DATE: FEBRUARY 2022	GEN	G002	
ALT PROJECT NO: #####			



AES
2

Certification of Individual Project Design Disciplines Are Included On Their Individual Drawings, Respectively

PRELIMINARY
NOT FOR CONSTRUCTION

Advanced Engineering and Environmental Services, LLC

DATE: PRELIMINARY - NOT FOR CONSTRUCTION

SYN DATE APPR

- GENERAL NOTES**
1. THE INFORMATION DEPICTED WITHIN THESE DRAWINGS IS COMPILED FROM LEGACY DRAWINGS AND FIELD SURVEYS FROM PREVIOUS PROJECTS, SITE VISITS, CONSTRUCTION OBSERVATION TIES AND PHOTOGRAPHS, AND THE MEMORIES OF OWNER STAFF AND CONSTRUCTION OBSERVERS.
 2. THE LOCATIONS OF KNOWN UNDERGROUND UTILITIES ARE SHOWN ON THE CONSTRUCTION DRAWINGS IN AN APPROXIMATE WAY ONLY. ADDITIONAL ACTIVE AND INACTIVE UTILITIES MAY BE PRESENT.
 3. COORDINATE ALL ON-SITE STAGING WITH OWNER TO AVOID CONFLICTS WITH EXISTING UTILITIES.
 4. MAINTAIN OWNER EGRESS TO SITE AT ALL TIMES.

PROJECT COORDINATES

THE DATUM FOR ELEVATION FOR THIS PROJECT IS NAVD 83.

THE PROJECT COORDINATES ARE MONTANA LOCAL COORDINATE SYSTEM

PROJECT LATITUDE: N
PROJECT LONGITUDE: W
PROJECT HEIGHT: FT

GREAT FALLS WTP SOLIDS MITIGATION IMPROVEMENTS
Advanced Engineering and Environmental Services, LLC www.ae2s.com

PROJECT TITLE

EXISTING SITE PLAN

CLIENT: City of Great Falls, GREAT FALLS, MT

PREPARED BY: CSJ
CHECKED BY: XXX
APPROVED BY: XXX

PROJECT NO: 05231-2016-000
DATE: FEBRUARY 2022
ALT PROJECT NO: #####

SHEET DESIGNATOR: **SW**
SHEET NO: **C100**

Plotted By: Carl Olson Date: 1/16/2022 February 25, 2022
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- GENERAL NOTES**
- PROTECT ALL EXISTING TREES ON SITE NOT SHOWN FOR REMOVAL (TYPICAL). DO NOT EXCAVATE OR FILL IN THE DRIPLINE OF EXISTING TREES TO REMAIN.
 - CONTRACTOR SHALL SAWCUT ALL EDGES OF BITUMINOUS REMOVAL. ALL SAWCUTTING SHALL BE FULL DEPTH OF BITUMINOUS AND SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
- DEMOLITION NOTES**
- REMOVE AND SALVAGE FIRE HYDRANT
 - REMOVE EXISTING FENCE
 - REMOVE EXISTING GATE
 - REMOVE AND RELOCATE YARD LIGHT
 - EXISTING FENCE TO REMAIN IN PLACE. CONTRACTOR SHALL PROTECT EXISTING FENCE WHERE NOT SHOW FOR REMOVAL.

DATE: PRELIMINARY - NOT FOR CONSTRUCTION	APPV
SYN	DATE
GREAT FALLS WTP SOLIDS MITIGATION IMPROVEMENTS	
Advanced Engineering and Environmental Services, LLC www.ae2s.com	
PROJECT FILE	

SHEET TITLE: DEMOLITION PLAN		
CLIENT: City of Great Falls	PREPARED BY: CSD	CHECKED BY: XXX
GREAT FALL MT	APPROVED BY: XXX	
PROJECT NO: 05231-2016-000	SHEET DESIGNATOR: SW	SHEET NO: C101
DATE: FEBRUARY 2022		
ALT PROJECT NO: #####		



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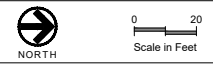
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SYN	DATE

GREAT FALLS WTP SOLIDS MITIGATION IMPROVEMENTS
Advanced Engineering and Environmental Services, LLC www.ae2s.com

SHEET TITLE OVERALL SITE LAYOUT			
CLIENT City of Great Falls GREAT FALL, MT		PREPARED BY: CSD	CHECKED BY: XXX
PROJECT NO: 05231-2016-000	SHEET DESIGNATOR SW	APPROVED BY: XXX	SHEET NO. C102
DATE: FEBRUARY 2022	ALT PROJECT NO: #####		



Certification of Individual Project Design Disciplines Are Included On Their Individual Drawings, Respectively

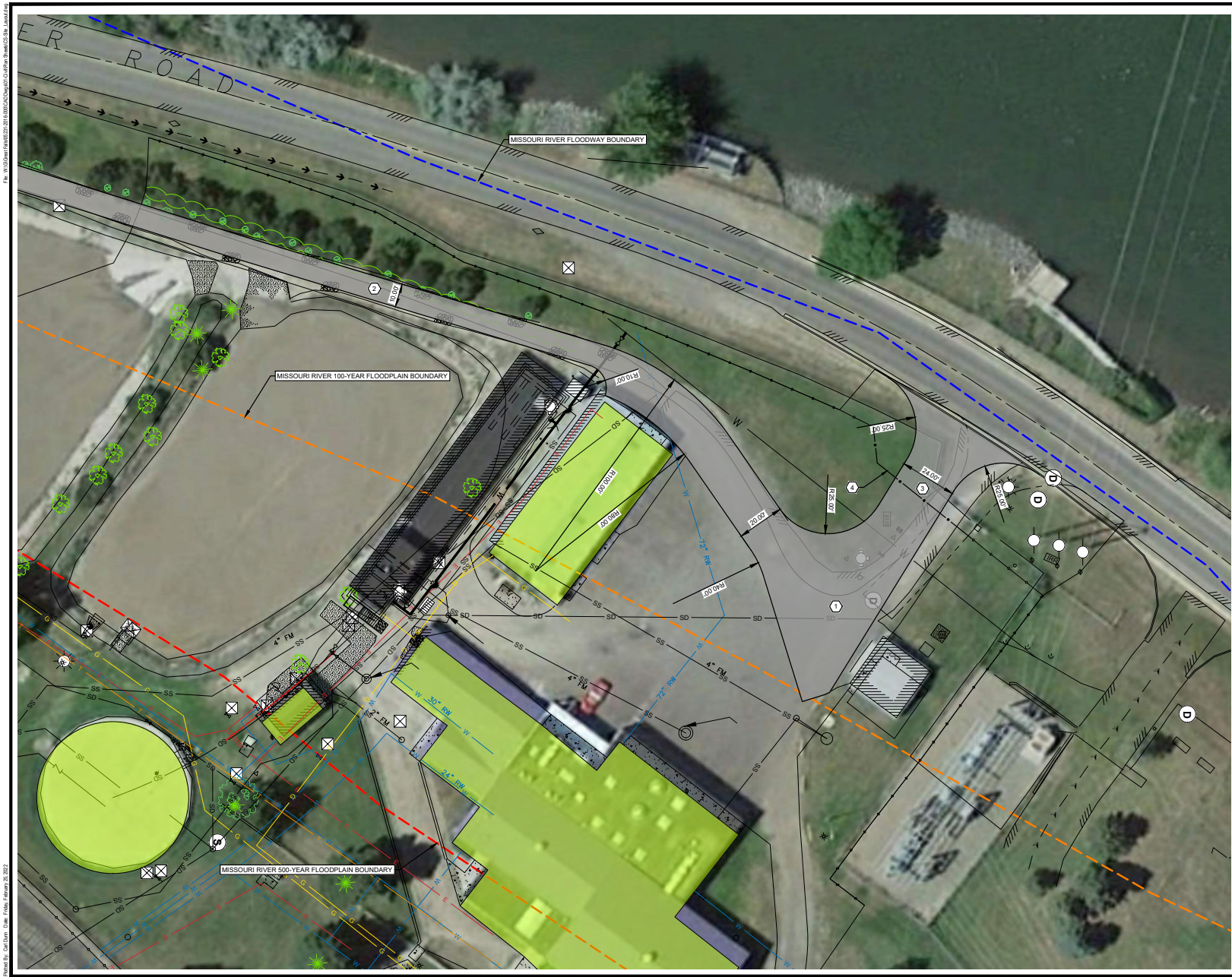


- CONSTRUCTION NOTES**
- ① INSTALL BITUMINOUS PAVEMENT - SEE DETAIL X / XX
 - ② INSTALL CURB & GUTTER - SEE DETAIL X / XX
 - ③ INSTALL AND REGRADE GRAVEL
 - ④ INSTALL NEW ACCESS ROAD - SEE DETAIL X / XX

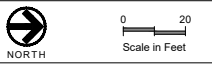
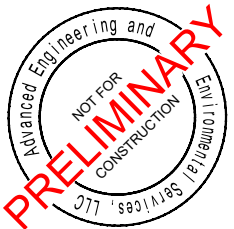
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SYN:	
APP:	

GREAT FALLS WTP SOLIDS MITIGATION IMPROVEMENTS
Advanced Engineering and Environmental Services, LLC www.ae2s.com

SHEET TITLE SITE LAYOUT - ENLARGED VIEW		
CLIENT: City of Great Falls GREAT FALL, MT	PREPARED BY: CSD	CHECKED BY: XXX
PROJECT NO: 05231-2016-000	SHEET DESIGNATOR: SW	SHEET NO: C103
DATE: FEBRUARY 2022	APPROVED BY: XXX	
ALT PROJECT NO: #####		



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- CONSTRUCTION NOTES**
- 1. INSTALL BITUMINOUS PAVEMENT - SEE DETAIL X / XX
 - 2. INSTALL NEW ACCESS ROAD - SEE DETAIL X / XX
 - 3. INSTALL NEW GATE - SEE DETAIL X / XX
 - 4. INSTALL NEW FENCE - SEE DETAIL X / XX

DATE:	PRELIMINARY - NOT FOR CONSTRUCTION
SYN:	
APP:	

GREAT FALLS WTP SOLIDS MITIGATION IMPROVEMENTS
Advanced Engineering and Environmental Services, LLC www.ae2s.com

SHEET TITLE		
SITE LAYOUT - ENLARGED VIEW		
CLIENT:	City of Great Falls	
	GREAT FALL, MT	
PROJECT NO: 05231-2016-000	SHEET DESIGNATOR	SHEET NO.
DATE: FEBRUARY 2022	SW	C104
ALT. PROJECT NO: #####		
PREPARED BY: CSD	CHECKED BY: XXX	APPROVED BY: XXX



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SYN	DATE

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SHEET TITLE OVERALL SITE PIPING			
CLIENT: City of Great Falls GREAT FALL, MT	PREPARED BY: CSD	CHECKED BY: XXX	APPROVED BY: XXX
PROJECT NO: 05231-2016-000	SHEET DESIGNATOR SW	SHEET NO. C105	
DATE: FEBRUARY 2022	ALT PROJECT NO: #####		

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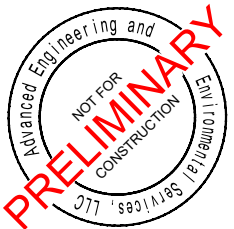
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DATE	

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Advanced Engineering and Environmental Services, LLC www.ae2s.com

SHEET TITLE SITE PIPING - ENLARGED VIEW		
CLIENT City of Great Falls GREAT FALL, MT	PREPARED BY: CSD	CHECKED BY: XXX
DATE: FEBRUARY 2022	APPROVED BY: XXX	
PROJECT NO: 05231-2016-000	SHEET DESIGNATOR SW	SHEET NO. C106
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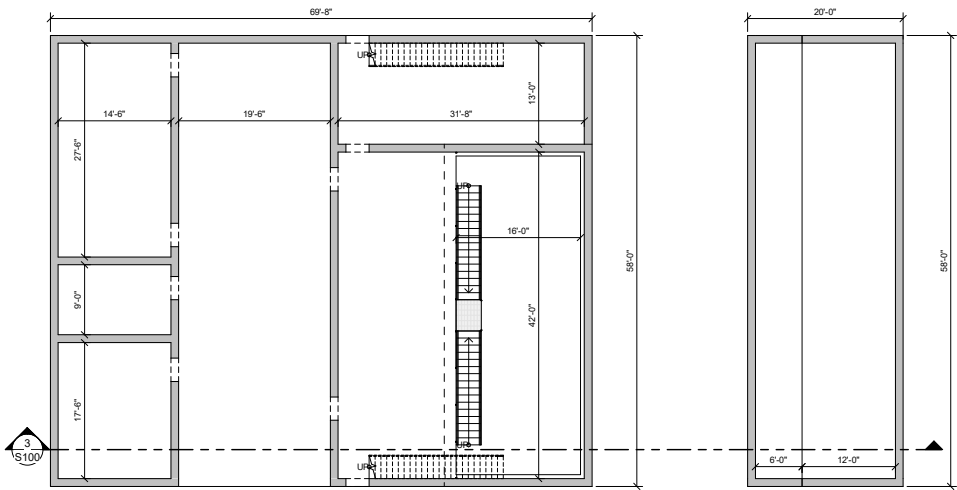
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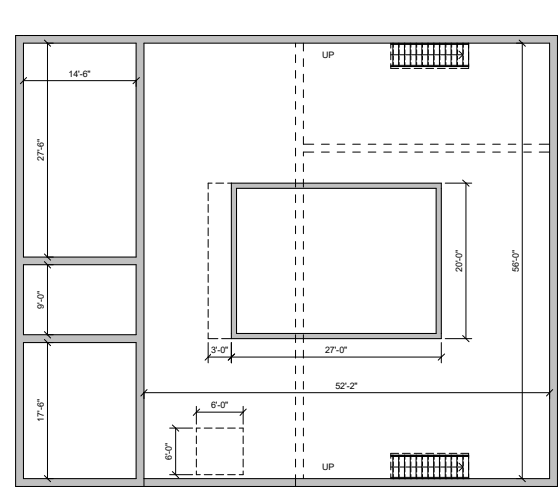
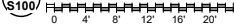
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Advanced Engineering and Environmental Services, LLC www.ae2s.com

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DATE: FEBRUARY 2022	APPROVED BY: XXX	
ALT PROJECT NO: #####		

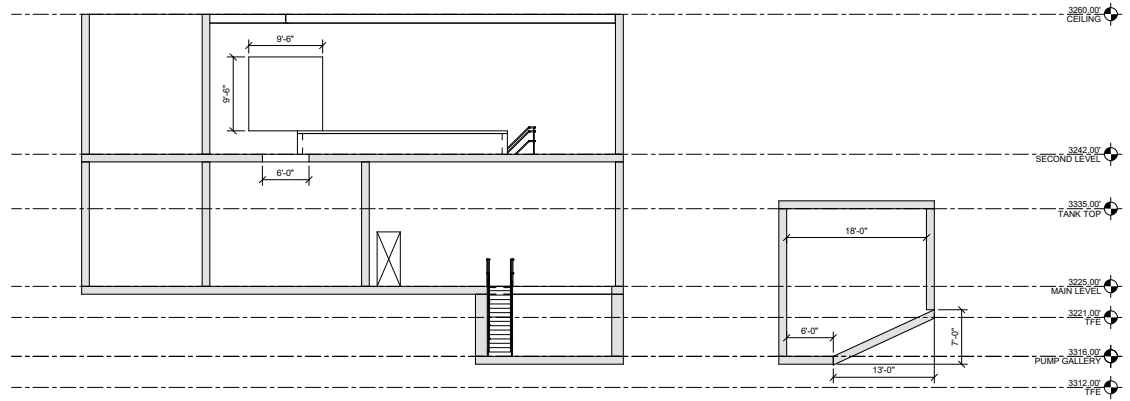
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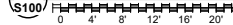
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2 SECOND LEVEL



3 ELEVATION VIEW



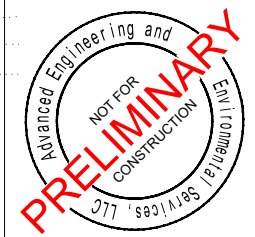
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Advanced Engineering and Environmental Services, LLC www.ae2s.com

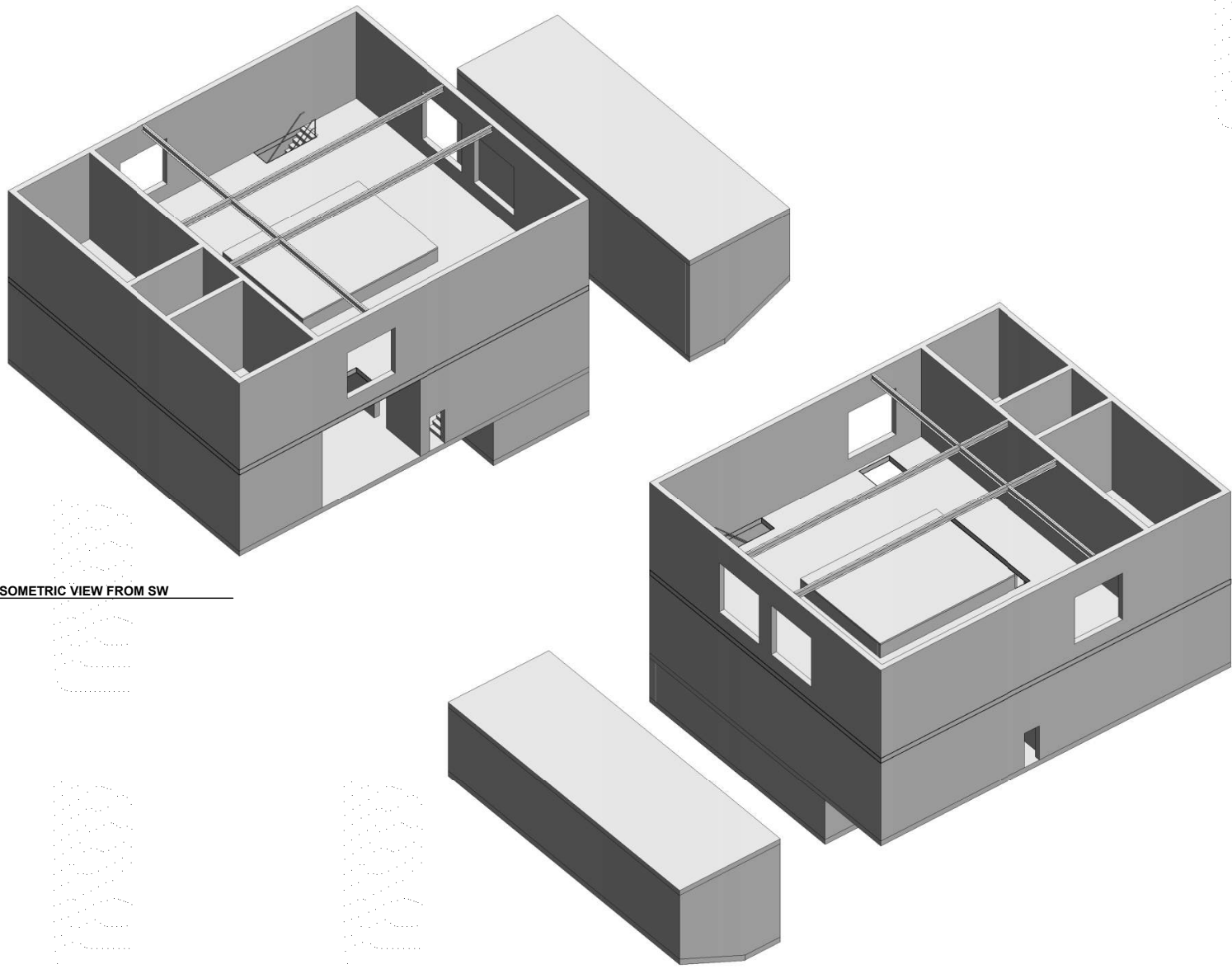
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CLIENT CITY OF GREAT FALLS GREAT FALLS, MT	PREPARED BY: CSD	CHECKED BY: RH
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DATE: FEBRUARY 2022	SHEET NO.	
ALT PROJECT NO: 00000-0000	S100	



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SYMBOL	DESCRIPTION
PRELIMINARY - NOT FOR CONSTRUCTION	



2 ISOMETRIC VIEW FROM SW
S101

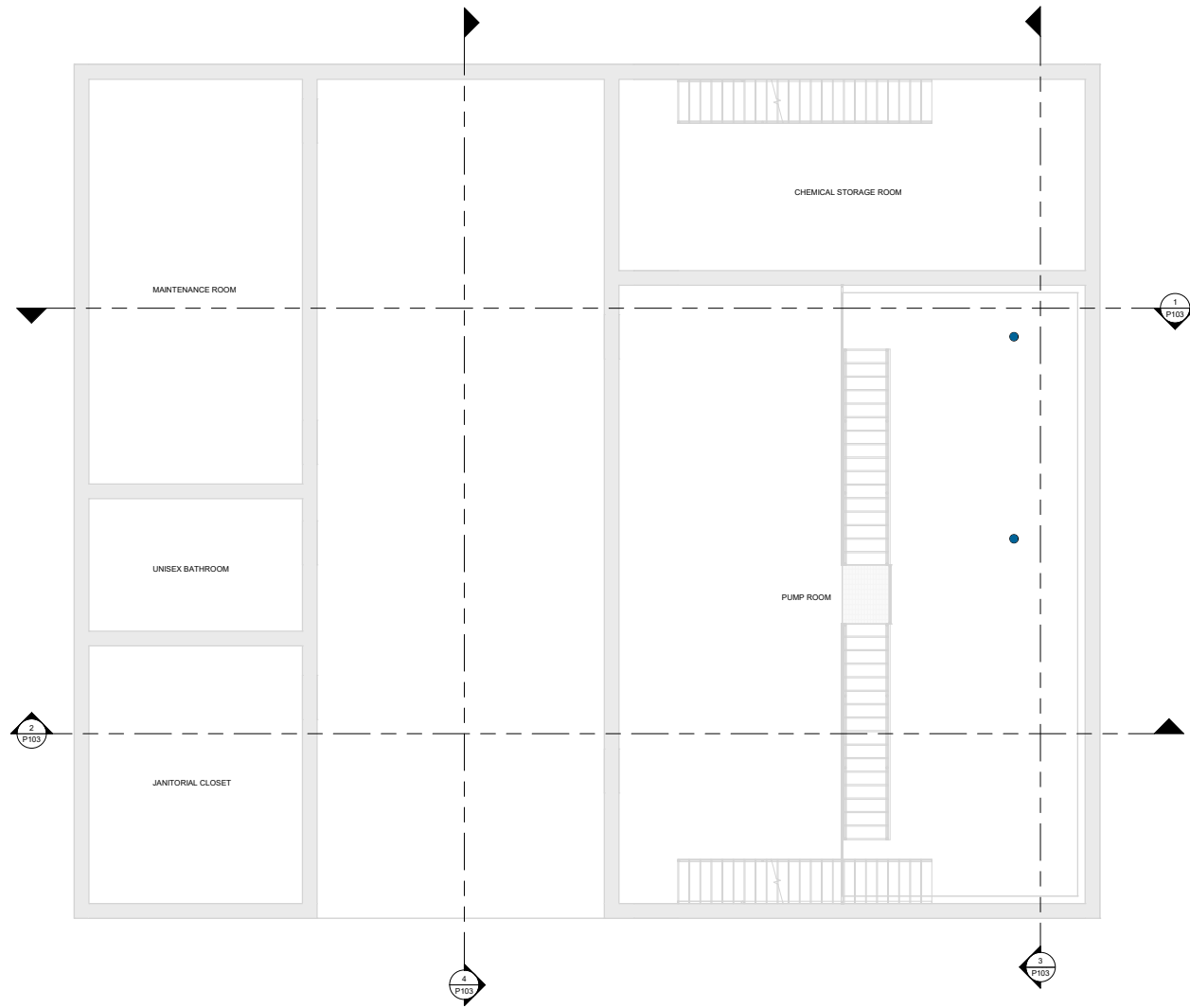
3 ISOMETRIC VIEW FROM NE
S101

PROJECT TITLE ISOMETRIC VIEWS		
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PROJECT NO: P05231-2016-000	SHEET DESIGNATOR	APPROVED BY: Approver
DATE: FEBRUARY 2022	SHEET NO.	
ALT PROJECT NO: 00000-0000	S101	

GREAT FALLS WTP SOLIDS MITIGATION IMPROVEMENTS
Advanced Engineering and Environmental Services, LLC www.ae2s.com

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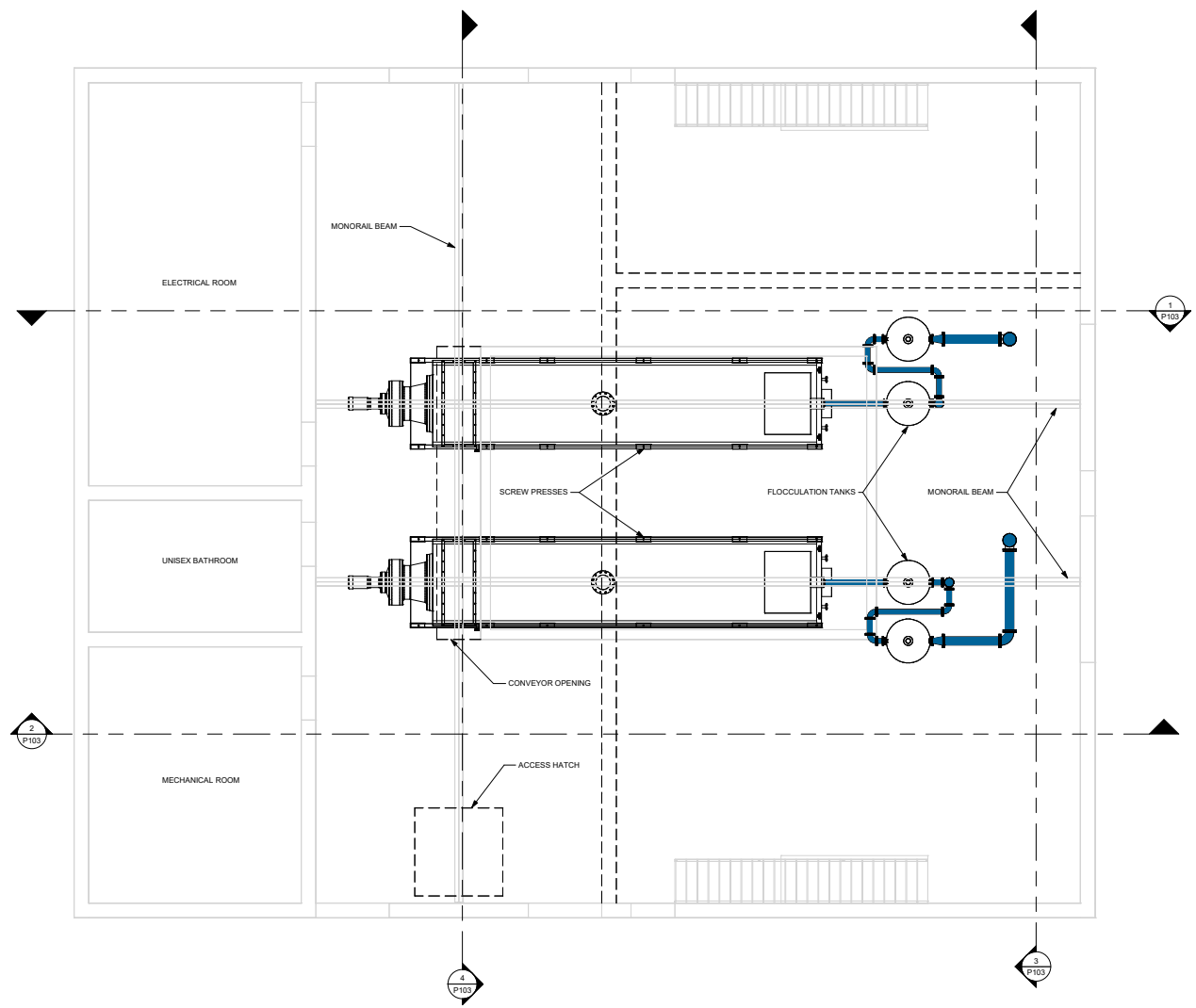
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PROJECT TITLE	
SHEET TITLE	
MAIN FLOOR	
CLIENT	PREPARED BY: CSD
CITY OF GREAT FALLS GREAT FALLS, MT	CHECKED BY: RH
	APPROVED BY: Approver
PROJECT NO: P05231-2016-000	SHEET DESIGNATOR
DATE: FEBRUARY 2022	SHEET NO:
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Advanced Engineering and Environmental Services, LLC www.ae2s.com

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P101.dwg - Sheet Set - Date: Thursday, March 10, 2022



1 SECOND LEVEL
P101
 12' 0" 2" 4" 6" 8" 10"



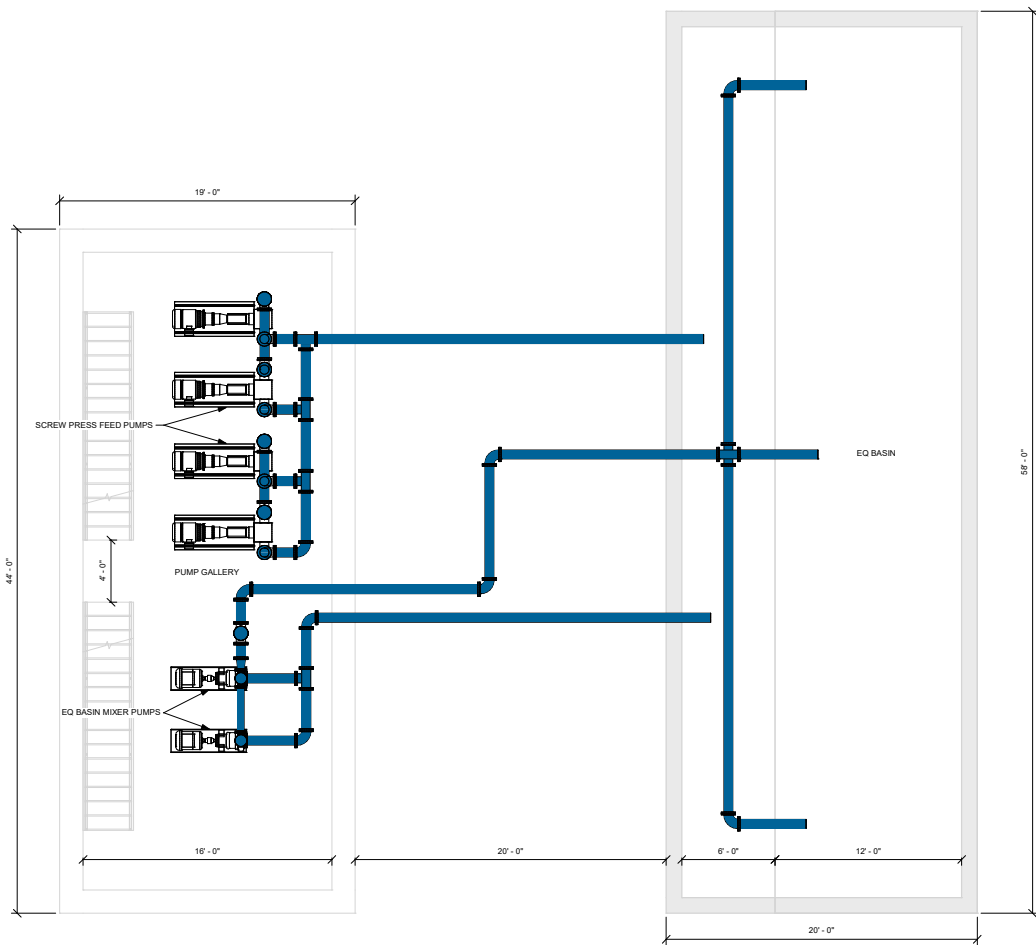
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 Advanced Engineering and Environmental Services, LLC www.ae2s.com

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CLIENT CITY OF GREAT FALLS GREAT FALLS, MT	PREPARED BY: CSD	CHECKED BY: RH
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DATE: FEBRUARY 2022		P101
ALT PROJECT NO: 00000-0000		

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SYMBOL	DESCRIPTION
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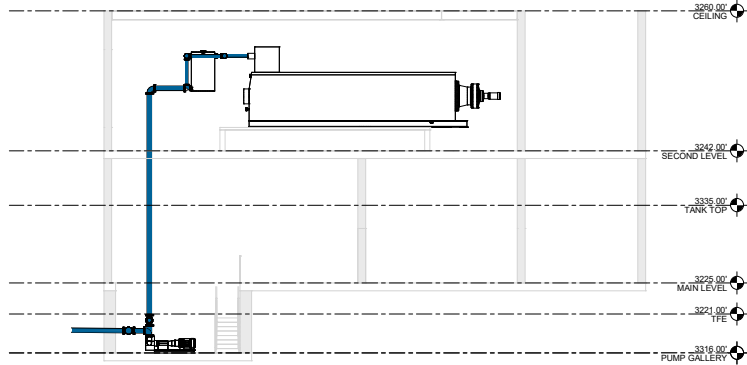
GREAT FALLS WTP SOLIDS MITIGATION IMPROVEMENTS

Advanced Engineering and Environmental Services, LLC www.ae2s.com

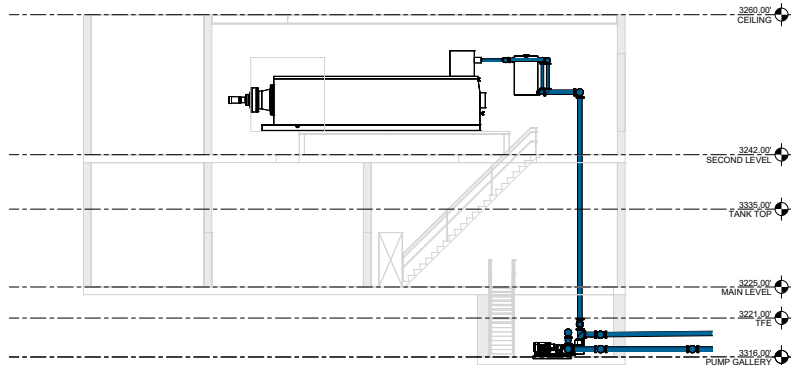
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CLIENT CITY OF GREAT FALLS GREAT FALLS, MT	PREPARED BY: CSD CHECKED BY: RH APPROVED BY: Approver
PROJECT NO: P05231-2016-000 DATE: FEBRUARY 2022 ALT PROJECT NO: 00000-0000	SHEET DESIGNATOR: SHEET NO: P102

file: C:\Users\jsherman\OneDrive - AES2\Documents\Drawings\2022\02_16_2022\Drawings\118.dwg

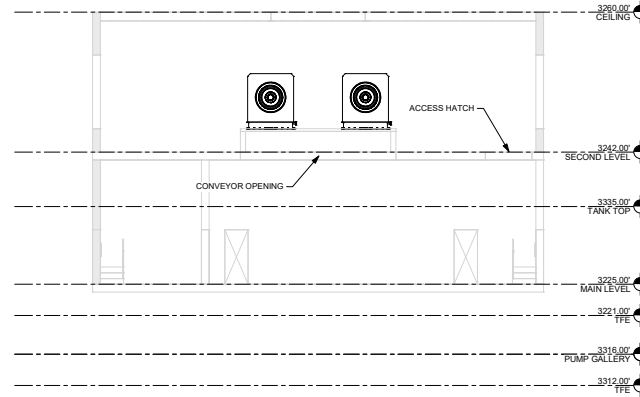
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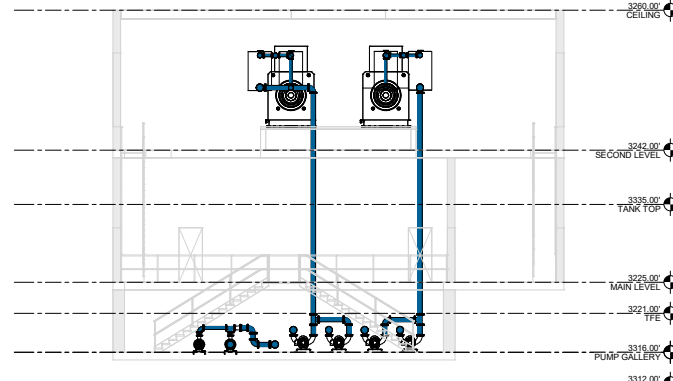
1 Section 1
P103



2 SECTION - E-W
P103



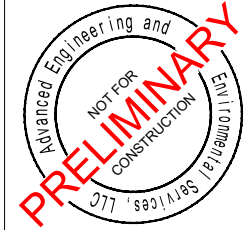
4 Section 2
P103



3 SECTION - N-S
P103



Certification of Individual Project Design Disciplines Are Included On Their Individual Drawings, Respectively



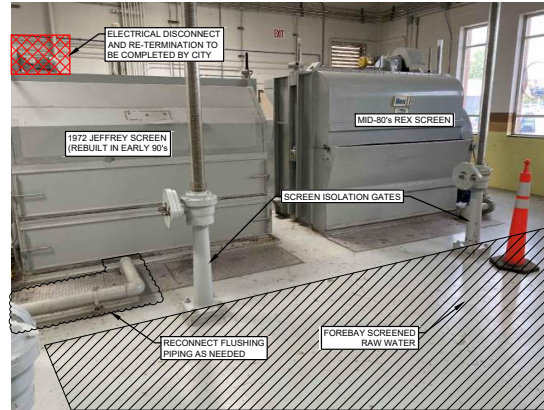
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SYMBOL	DATE
DESCRIPTION	

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SECTION VIEWS	
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PREPARED BY:	CSD
CHECKED BY:	RH
APPROVED BY:	Approver
PROJECT NO	P05231-2016-000
DATE	FEBRUARY 2022
ALT PROJECT NO	00000-0000
SHEET DESIGNATOR	
SHEET NO	P103

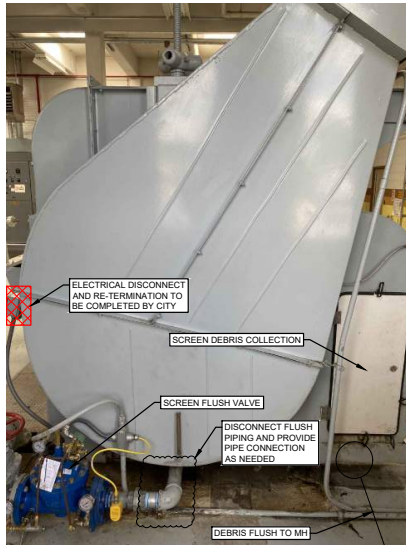
GREAT FALLS WTP SOLIDS MITIGATION IMPROVEMENTS
Advanced Engineering and Environmental Services, LLC www.ae2s.com



1
P104 TRAVEL SCREEN VIEW 1



1
P104 TRAVEL SCREEN VIEW 2



1
P104 TRAVEL SCREEN VIEW 3



Certification of Individual Project Design Disciplines Are Included On Their Individual Drawings, Respectively



DATE	PRELIMINARY - NOT FOR CONSTRUCTION
SYN	
DATE	
APPR	

GREAT FALLS WTP SOLIDS MITIGATION IMPROVEMENTS
Advanced Engineering and Environmental Services, LLC www.ae2s.com

SHEET TITLE		
TRAVELLING SCREEN REPLACEMENT		
CLIENT	PREPARED BY: CSD	
City of Great Falls	CHECKED BY: XXX	
GREAT FALL, MT	APPROVED BY: XXX	
PROJECT NO: 05231-2016-000	SHEET DESIGNATOR	SHEET NO.
DATE: FEBRUARY 2022	----	P104
ALT PROJECT NO: #####		

Form GC		
CONSTRUCTION PHASE GENERAL CONDITIONS COSTS		
Office Expense:	Monthly Amount	Lump Sum
CM Field Office. Furniture & Furnishings		
Office Supplies		
Field Office Equipment & Maintenance		
Jobsite Radios/Beepers		
Copy Machine & Maintenance		
Computers and Fax Usage Software & Maintenance		
Field Office Telephone and Long Distance		
Office Janitorial		
Postage, Messenger and Express Mail		
Plans & Specifications (sets per bid pkg)		
Scheduling Expenses		
Construction Photos & Supplies		
Job Travel		
Job Meetings & Ceremony Expense		
Partnering Sessions		
Construction Trade Training Program		
Record Drawings Expense		
Audit		
Records Storage		
Public Information Program (Site Signage)		
QC/QA Manager (including all fringe and insurance)		
Construction Management Labor:		
Cost Management Labor (including all fringe and insurance)		
Safety Officer Labor (including all fringe and insurance)		
General Conditions Labor (including all fringe and insurance)		
Monthly Total:	/month	
Lump Sum Total:		
Other not listed above:		
TOTAL:	/month	

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 _____, 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 _____ DOLLARS (\$) 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 Construction Project 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 occurrence

(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 _____ and Consultant’s designated liaison with City is _____.

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

CONSULTANT

By: _____
Print Name:
Print Title:
Date:

By: _____
Print Name:
Print Title:
Date:

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

APPROVED AS TO FORM:

By _____
Jeffrey M. Hindoien, 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: June 7, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Amendment to 1975 Agreement Establishing City-County Health Department to Designate HB 121 “Governing Body” Entity **AND**

Request to Board of County Commissioners for Formal Approval of Amendment Designating HB 121 “Governing Body” Entity

From: Legal Department

Initiated By: City Commission

Presented By: City Attorney

Action Requested: Approve Proposed Amendment to 1975 Agreement Establishing City-County Health Department to Designate HB 121 “Governing Body” Entity and Request County Approval of Proposed Amendment

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the proposed Amendment to the 1975 *Agreement* establishing the City-County Health Department to designate an HB 121 “Governing Body” entity and request that the Board of County Commissioners take action to also formally approve the proposed Amendment.”
2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Background: In accordance with the provisions of Montana law governing local public health regulation, the City of Great Falls and Cascade County entered into an *Agreement* in 1975 to “unite in the organization of a City-County Health Department [CCHD]” to be administered by a City-County Board of Health [BOH]. That BOH structure was set up under a framework passed by the Montana Legislature in the 1960s and consists of a County Commissioner and the Mayor (or his/her designee), along with at least five (5) additional members appointed by the mutual consent of the County Commission and the City Commission. The CCHD and BOH have operated under the general structure of that *Agreement* since its inception nearly fifty years ago.

In 2021, however, the Legislature passed HB 121, which amended the statutory provisions regarding local boards of health to require the creation of a new entity to be known as the “governing body.” The role of the new “governing body” entity is limited to (1) directly employing the local public health officer; (2) adopting public health regulations as recommended by an appointed BOH, and (3) reviewing (and potentially amending or rescinding) any public health orders issued by a local BOH in response to a formal

emergency or disaster declaration by the Governor. The Legislature specifically provided that the purpose of the new “governing body” structure created by HB 121 is limited:

“It is a purpose of this chapter to address ongoing issues or conditions created during a declared state of emergency as a result of orders, directives or mandates issued by the governor as allowed under Title 10, chapter 3, for a state of emergency acting longer than 7 days. It is not a purpose of this chapter to hinder, slow or remove non-emergency-related powers granted to a local board of health.”

For a BOH operated solely by a county, HB 121 designates the Board of County Commissioners as the “governing body” entity. For a BOH operated solely by a city, HB 121 designates “the elected governing body of the city” as the “governing body” entity. However, in the case of a joint city-county BOH structure, HB 121 provides that the “governing body” will be “the entity identified as the governing body as established in the bylaws, interlocal agreement, or memorandum of understanding creating a city-county local board of health.”

The Cascade County Board of Commissioners and the City Commission met in a joint meeting on July 28, 2021 to discuss the impacts of HB 121 on the long-standing governance structure of the BOH and CCHD. In the wake of those discussions, the City and County exchanged proposals for the possible designation of the “governing body” entity, with the County proposing that the Board of Commissioners simply fill that role (with no representative from the City) and the City proposing an entity that included a member of the City Commission along with the County Commissioners.

The parties were unable to reach an agreement on the composition of a new “governing body” entity based, at least in part, on the County’s position at that time that a member of the City Commission cannot legally serve as a member of the “governing body” entity. The parties subsequently agreed in early 2022 to enter into a temporary agreement to designate an interim entity to serve as the HB 121 “governing body” while the parties resolve whatever legal impediments remain to reaching an agreement for a permanent designation of a “governing body” entity. (*See attached Exhibit “A”*). That temporary agreement will expire on June 30, 2022.

The City has since filed a declaratory judgment action in District Court seeking a declaration from the Court that neither HB 121 nor any other legal principle prohibits the Board of County Commissioners from agreeing to the inclusion of one or more members of the City Commission to serve on the “governing body” entity and that legal proceeding remains pending. In the meantime, City Commissioner McKenney has engaged in conversations with the individual members of the Board of County Commissioners regarding the possibility of simply reaching an agreement that would have representatives from both the City and the County serving on the “governing body” entity. Those conversations have been based on both:

- Commissioner McKenney’s conversations with the legislative sponsor of HB 121 as to his intention as to the proper composition of the “governing body” entity in the case of a joint board of health structure; and
- The practical reality that three other similar joint board of health structures around Montana (Missoula, Helena and Bozeman) have all agreed in principle to a “governing body” entity that includes representatives from both the city and the county.

Commissioner McKenney briefed the Commission as to his conversations at the Commission's May 17, 2022 Work Session. He also advised the Commission of his recommendation that the City simply propose a straightforward Amendment to the 1975 *Agreement* that would designate a "governing body" entity that consists of two (2) members of the Board of County Commissioners and one (1) member of the City Commission. A copy of that proposed Amendment is attached as *Exhibit "B"*.

As noted above, any action by the City Commission to approve the proposed Amendment document should be coupled with a formal request to the Board of County Commissioners that it do likewise. If the Commission is inclined to take that action, the formal request will be conveyed to the Board of County Commissioners by the City Manager on behalf of the Commission.

Alternatives: The Commission could choose not to approve the proposed Amendment document. That would leave the current temporary interim *Amendment (Exhibit "A")* in place through June 30, 2022. Upon the expiration of the interim *Amendment*, no "governing body" entity will exist and the City will move forward in seeking a ruling in the pending declaratory judgment action.

Attachments:

Exhibit A – Amendment to Agreement - Temporary Interim

Exhibit B – Amendment No. 2 to Agreement

EXHIBIT “A”



AMENDMENT TO AGREEMENT

WHEREAS, Cascade County ("County") and the City of Great Falls ("City") are parties to an *Agreement* dated March 4, 1975 under which they have agreed to unite in the organization and maintenance of the Cascade City-County Health Department ("CCHD") and a City-County Board of Health (BOH);

WHEREAS, HB 121 as enacted by the 2021 Legislature has amended the statutory framework under which city-county local boards of health like the BOH are required to operate (§§ 50-1-101, *et seq.*, MCA);

WHEREAS, HB 121 requires, in the case of a city-county local board of health, that an entity be identified and established as the "governing body" in the bylaws, interlocal agreement, or memorandum of understanding creating the city-county local board of health;

WHEREAS, the County and the City presently disagree as to what the permanent composition of the "governing body" entity contemplated by HB 121 should consist of, but wish to designate a temporary and interim "governing body" entity to serve in that capacity pending further efforts to resolve their legal dispute;

WHEREAS, the County and the City agree that neither of them are waiving any rights or arguments with respect to that legal dispute by agreeing to amend the 1975 *Agreement* to designate a temporary and interim "governing body" entity;

NOW, THEREFORE, the Parties agree that their 1975 *Agreement* is hereby amended to include the following Paragraph 11:

- 11. That, in light of the requirements of HB 121 as enacted by the 2021 Legislature, the County and the City hereby designate an entity consisting of the following members to serve as the "governing body" as referenced in HB 121:
 - the three (3) members of the Board of Commissioners for Cascade County; and
 - one (1) member of the Great Falls City Commission.

The member of the governing body entity from the Great Falls City Commission will serve as a non-voting *ex-officio* member of the governing body entity. The Parties agree that their designation of the governing body entity as described above is being made on a temporary and interim basis pending further efforts to resolve their current legal dispute and that the designation will expire and be of no further force and effect as of June 30, 2022.

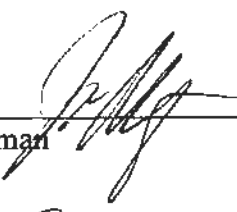
The Parties further agree that all other terms and conditions of their 1975 *Agreement* will remain in full force and effect.

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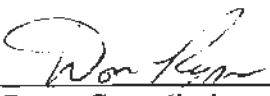
0019. in 1116 21.10 Agenda folder

DATED this 23rd day of November, 2021.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY


Joe Briggs, Chairman

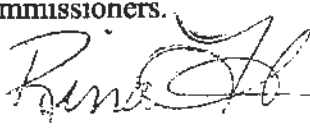



James L. Larson, Commissioner


Don Ryan, Commissioner

ATTEST:

On this 23rd day of November, 2021, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

(SEAL)


Rina Fontana Moore
Cascade County Clerk & Recorder





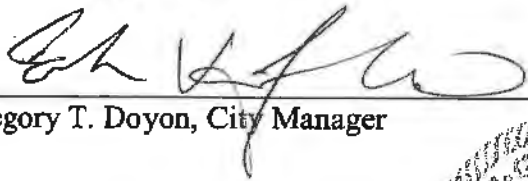
*APPROVED AS TO FORM:
Josh Racki, Cascade County Attorney

By: 
Deputy County Attorney

*The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

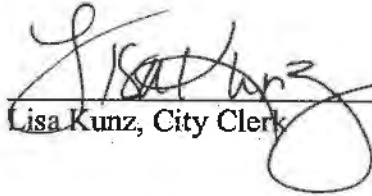
DATED this 17th day of November, 2021.

CITY OF GREAT FALLS



For Gregory T. Doyon, City Manager

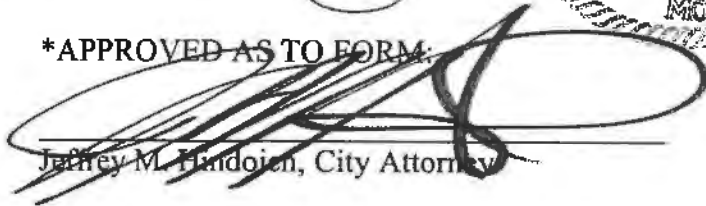
ATTEST:



Lisa Kunz, City Clerk



~~*APPROVED AS TO FORM:~~



Jeffrey M. Handoien, City Attorney

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

EXHIBIT “B”

AMENDMENT NO. 2 TO AGREEMENT

WHEREAS, Cascade County (“County”) and the City of Great Falls (“City”) are parties to an *Agreement* dated March 4, 1975 under which they have agreed to unite in the organization and maintenance of the Cascade City-County Health Department (“CCHD”) and a City-County Board of Health (BOH);

WHEREAS, HB 121 as enacted by the 2021 Legislature has amended the statutory framework under which city-county local boards of health like the BOH are required to operate (§§ 50-1-101, *et seq.*, MCA);

WHEREAS, HB 121 requires, in the case of a city-county local board of health, that an entity be identified and established as the “governing body” in the bylaws, interlocal agreement, or memorandum of understanding creating the city-county local board of health;

WHEREAS, the County and the City entered into an Amendment of the *Agreement* in November of 2021 (*Amendment to Agreement*) to designate a temporary and interim “governing body” entity to serve in that capacity pending further efforts to resolve their disagreement as the structure of a more permanent “governing body” entity;

WHEREAS, the County and the City now wish to establish a new “governing body” entity to replace the temporary and interim “governing body” entity created under the November 2021 *Amendment to Agreement*;

NOW, THEREFORE, the Parties agree that their 1975 *Agreement* is hereby amended to include the following Paragraph 11:

11. That, in light of the requirements of HB 121 as enacted by the 2021 Legislature, the County and the City hereby designate an entity consisting of the following members to serve as the “governing body” as referenced in HB 121:
 - two (2) members of the Board of Commissioners for Cascade County, neither of whom shall be the member of the Board of Commissioners serving as a member of the BOH under Paragraph 2(1) of the 1975 *Agreement*; and
 - one (1) member of the Great Falls City Commission, who shall not be the member of the City Commission serving as a member of the BOH under Paragraph 2(1) of the 1975 *Agreement*.

The members of the “governing body” designated above shall appoint one of their membership to serve as chairperson for purposes of conducting meetings and all members shall serve with equal participation and voting rights.

The Parties further agree that (1) their November 2021 *Amendment to Agreement* shall be null and void and of no further force or effect upon approval of this *Amendment No. 2 to Agreement* and (2) all other terms and conditions of their 1975 *Agreement* will remain in full force and effect.

DATED this ____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY

Joe Briggs, Chairman

James L. Larson, Commissioner

Don Ryan, Commissioner

ATTEST:

On this ____ day of _____, 2022, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

(SEAL)

Rina Fontana Moore
Cascade County Clerk & Recorder

*APPROVED AS TO FORM:
Josh Racki, Cascade County Attorney

By: _____
Deputy County Attorney

*The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

DATED this _____ day of June, 2022.

CITY OF GREAT FALLS

Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk

*APPROVED AS TO FORM:

Jeffrey M. Hindoien, 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: June 7, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Montana Department of Natural Resources and Conservation America Rescue Plan Act Grant Agreement.

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

Initiated By: Great Falls Public Works Department

Presented By: Tom Hazen, Grants and Program Administrator

Action Requested: Ratification of Montana Department of Natural Resources and Conservation American Rescue Plan Grant Agreement

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) ratification of the Montana Department of Natural Resources and Conservation Grant Agreement to fund the City of Great Falls Lift Station Number 1 Facility Improvements and Supplemental Forcemain Project with two million dollars of American Rescue Plan Act funding distributed by the State of Montana through House Bill 632.”

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

Staff Recommendation: Staff recommends the ratification of the Montana Department of Natural Resources and Conservation (DNRC) American Rescue Plan Act (ARPA) Grant Agreement to fund the City of Great Falls Lift Station Number 1 Facility Improvements and Supplemental Forcemain Project (Lift Station 1).

Summary: The City of Great Fall Public Works Department (Public Works) submitted an application to the first round of the DNRC competitive Water and Sewer Infrastructure Grant program. The Public Works application was one of seventy four selected to receive two million dollars.

Background: ARPA was signed into law on March 21, 2021. The Act allocated approximately two billion dollars to the State of Montana. The Montana legislature passed House Bill 632 to appropriate these funds to eligible programs. A total of \$582 billion was allocated to local infrastructure programs including Water and Sewer developments. \$249 million of which was ultimately allocated to a competitive grant program to fund Water and Sewer infrastructural improvements. Two rounds of competition were announced with the first applications due on July 15, 2021. Public Works submitted three applications. The Lift Station 1 project was ranked 62nd out of the 241 applications received and high enough to receive funding.

The original Lift Station 1 application requested \$5,587,825.00 and committed the City to a dollar for dollar match. The City Commission approved the submission of the application on July 20, 2021. After ranking all Round 1 applications the State decided to cap awards at \$2 million in order to award a larger number of programs. Public Works had to adjust the proposed Lift Station 1 project budget to reflect this cap. The budget ultimately reflected an award of \$2 million and a match amount of \$10,387,922.00. This updated match amount was submitted and approved during the February 15th, 2022 City Commission meeting, Item 7A.

Project Work Scope - The current Lift Station No. 1 was constructed in 1979 and is the only river crossing for the downtown sewer collection system. The Station was built under emergency circumstances to respond a failure of the crossing in 1959. The 1959 failure resulted in raw sewage being introduced directly into the Missouri River.

This installation pumps approximately one third of the City's sewage across the Missouri River to Wastewater Treatment Plant. This project will provide resiliency to this portion of the City's critical sewer infrastructure by installing a redundant force main and making other critical improvements.

Conclusion – This project is a necessary safeguard against further negative environmental impacts. In fact, this program was identified already identified as a priority when Public Works received the award notification. The Great Falls City Commission has approved the application and acknowledged the increased match requirement. Ratification of this agreement is the final documentation required to supplement internal funding with competitive grant award funds to complete an identified necessary need in our community.

Fiscal Impact: This will reduce the financial burden of a project already underway by \$2 million.

Alternatives: The City Commission could vote against ratification of the agreement and to decline the \$2 million dollar competitive award.

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

Attachments/Exhibits: American Rescue Plan Grant Agreement

**DEPARTMENT OF NATURAL RESOURCES
AND CONSERVATION**

Conservation and Resource Development Division



GREG GIANFORTE, GOVERNOR

1539 ELEVENTH AVENUE

STATE OF MONTANADIRECTOR'S OFFICE: (406) 444-2074
FAX: (406) 444-2684PO BOX 201601
HELENA, MONTANA 59620-1601

May 3, 2022

Bob Kelly
Great Falls, City of
PO Box 5021
Great Falls, MT 59403

Re: Great Falls Lift Station No. 1 Facility Improvements and Supplemental Forcemain Project

Dear Bob Kelly:

Please find enclosed American Rescue Plan Act (ARPA) Water & Sewer sub-award through House Bill 632 for the Great Falls Lift Station No. 1 Facility Improvements and Supplemental Forcemain Project. These funds are a sub-award of the ARPA funding provided to the State of Montana under Assistance Listing Number (ALN) (formerly known as CFDA) 21.027 and are contingent upon activities within the project meeting ARPA eligibility and all applicable guidance as well as conditional on funding availability from the federal Department of Treasury.

Projects such as yours provide the necessary investments in water and sewer infrastructure Montanans need as part of our state's economic recovery.

This award will be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. The Audit Requirements of the Uniform Guidance, including implementing the Single Audit Act, shall apply to this award. Please see Treasury's guidance [<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>] for more detailed information on reporting and auditing requirements. Please note that cost overruns beyond the award will be the responsibility of the subrecipient.

Please sign the sub-award and return. Following signature from DNRC, we will return an executed copy for your records. If you have any questions, please contact Michelle McNamee, ARPA Program Manager at the Department of Natural Resources and Conservation, at 406-444-0520 or MMcNamee@mt.gov.

Again, congratulations and good luck on the successful completion of your project.

Sincerely,

A handwritten signature in blue ink that reads "Michelle McNamee".
ARPA Grant Manager

**AMERICAN RESCUE PLAN ACT (ARPA)
GRANT AGREEMENT
CONSERVATION AND RESOURCE DEVELOPMENT DIVISION
MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION**

Recipient: Great Falls, City of
Project Name: Great Falls Lift Station No. 1 Facility Improvements and Supplemental Forcemain Project
Grant Number: AC-22-0022
Submission ID: 20773774


Declarations

- Section 1. Purpose
- Section 2. Term
- Section 3. DNRC's Role
- Section 4. Project Scope
- Section 5. Project Budget
- Section 6. Availability of Funds
- Section 7. Disbursement
- Section 8. Reports
- Section 9. Records and Audits
- Section 10. Project Monitoring and Access for Inspection and Monitoring
- Section 11. Employment Status and Workers' Compensation
- Section 12. Equal Employment
- Section 13. Indemnity and Liability
- Section 14. Compliance with Applicable Laws
- Section 15. Copyright - Government Right to Use
- Section 16. Acknowledgement of Support
- Section 17. Conflicts of Interest.
- Section 18. Remedial Actions
- Section 19. Hatch Act
- Section 20. False Statements
- Section 21. Debts Owed to the Federal Government
- Section 22. Disclaimer
- Section 23. Protections for Whistleblowers
- Section 24. Increasing Seat Belt Use in the United States
- Section 25. Reducing Text Messaging While Driving

In Process

- Section 26. Failure to Comply
- Section 27. Assignment and Amendment
- Section 28. Montana Law and Venue
- Section 29. Waiver
- Section 30. Entire Agreement
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting Requirements
- Attachment D – Assurance of Compliance with Civil Rights Requirements

In Process

<i>FOR DNRC USE ONLY</i>			<div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center; margin: 0;">Approved</p> <p>No. AC-22-0022</p> <p>Division <u>MO Den</u></p> <p>F.S.O. <u>JB</u></p> <p>Legal. <u>MK</u></p>  </div>
Maximum Amount under this Grant:	\$2,000,000.00		
Source of Funds			
Fund Name	Fund No.		
ARPA State Recovery Section 602	03920		
ALN#	FAIN #		
21.027	SLFRP1747		
Subclass	Org. No.	Amount	
54040	34225013C	\$2,000,000.00	
Appropriation Authority: 67th Legislature 2021 HB632			

GRANT AGREEMENT BETWEEN THE MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION AND Great Falls, City of

THIS SUBAWARD (also referenced as "Grant Agreement" or "Agreement"), is administered by the Montana Department of Natural Resources and Conservation (DNRC) by the Resource Development Bureau (Program) and is accepted by Great Falls, City of, hereinafter referred to as the Subrecipient and represented by Bob Kelly, Mayor, Great Falls, City of, PO Box 5021, Great Falls, MT 59403, (406) 455-8450, bkelly@greatfallsmt.net. Both parties agree to the following terms and conditions:

SECTION 1. PURPOSE. Title VI of the Social Security Act (42 § U.S.C. 801 et seq.) (the Act) was amended by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), to add section 602, which authorizes the United States Department of Treasury ("Treasury") to make payments to certain subrecipients from the Coronavirus State Fiscal Recovery Fund ("ARPA funds"). House Bill 632 governs the State's appropriation. The State of Montana received the funds on May 24, 2021. The purpose of this Grant Agreement ("Agreement") is to establish mutually agreeable terms and conditions, specifications, and requirements to grant ARPA funds to the Subrecipient for Great Falls Lift Station No. 1 Facility Improvements and Supplemental Forcemain Project.

SECTION 2. TERM. The effective date of this Agreement is the date of last signing and ends December 31, 2025. As set forth in the Treasury's Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Interim Final Rule 86 Fed. Reg. 26786 ("Rule") and associated guidance issued on May 10, 2021, Subrecipient may use award funds to cover eligible costs incurred during the period that began on March 3, 2021, and ends on December 31, 2026. This agreement remains in effect until all reporting requirements as described in **SECTION 8. REPORTS** have been received by DNRC.

SECTION 3. DNRC's ROLE. DNRC is administering funds awarded by the Legislature to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. DNRC will monitor project expenditures to assure payment eligibility. DNRC assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete a project. The DNRC liaison for this Agreement is Michelle McNamee at 406-444-0520, MMcNamee@mt.gov, DNRC/CARDD, PO BOX 201601, Helena, MT 59620-1601 All requests for information and assistance, claims for grant funds, and reports shall be submitted to the DNRC liaison.

SECTION 4. PROJECT SCOPE. The scope of work for this project is described in Attachment A and incorporated herein by this reference. Supporting documents and attachments from the **American Rescue Plan Act** Program Application dated July, 2021 are also incorporated herein by this reference. In the event content in the application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement text takes precedence.

4.1 Plans and specifications for this project shall be prepared by a registered professional engineer licensed to practice in his or her areas of competence in the State of Montana. Plans and specifications shall be submitted to the Montana Department of Environmental Quality (DEQ) for review and approval prior to construction. Construction shall be in strict accordance with DEQ approved plans and specifications.

4.2 N/A

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

SECTION 6. AVAILABILITY OF FUNDS. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602 of the Act, as amended by ARPA, and Treasury's regulations implementing that section and guidance. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award. Subrecipient may use funds provided under this award to cover direct administrative costs. Direct costs are those that are identified specifically as costs of implementing the SLFRF program objectives, such as contract support, materials, and supplies for a project. Subrecipient may not use funds to cover indirect administrative costs. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SLFRF award such as the cost of facilities or administrative functions like a director's office.

Subrecipient may not use funds for pensions or to offset revenue resulting from a tax cut enacted since March 3, 2021. This award shall be subject to recoupment as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible. If a project is unable to secure necessary match funding as required by HB 632, DNRC may recoup ARPA funding. This section shall survive termination of this Agreement.

6.1 A final Montana Environmental Policy Act (MEPA) (§75-1-101 et seq., MCA; 36.2.503 ARM) decision notice must be approved by the DNRC before going to bid or proceeding with activities that have environmental impacts. Reimbursement will be declined for activities not approved under the MEPA decision notice.

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

SECTION 7. DISBURSEMENTS. The Subrecipient must submit claims for funds to DNRC. Funds can only be expended for work described in SECTION 4. SCOPE OF WORK. In order to receive payment, the Subrecipient shall submit a project progress report described in SECTION 8. REPORTS, along with an itemized accounting of grant expenses incurred. Receipts, vendor invoices, inspection certificates, in-kind labor, and other documentation

of costs incurred shall be submitted with the claims. DNRC will verify the claims and check them against the reports required in SECTION 8. REPORTS and the budget provided in SECTION 5. PROJECT BUDGET. DNRC will disburse grant funds to the Subrecipient upon approval and to the extent available. Reimbursement of Subrecipient expenditures will only be made for expenses included in the budget provided in SECTION 5. PROJECT BUDGET and that are clearly and accurately supported by the Subrecipient's reports to DNRC. Total payment for all purposes under this Agreement shall not exceed **\$2,000,000.00**.

7.1 Reimbursement requests for work performed during the term of this Agreement must be submitted to the DNRC liaison within 90 calendar days after the expiration of this Agreement to receive payment.

7.2 DNRC may withhold 10 percent of the total authorized grant amount until all the tasks outlined in SECTION 4. PROJECT SCOPE and the final report required by SECTION 8. REPORTS are completed and approved by DNRC.

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

8.1 Quarterly progress reports for the periods ending each March, June, September, and December shall be submitted to the DNRC liaison during the term of this Agreement. The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. Reports must include the information included in Attachment C. Quarterly reports must be submitted to the DNRC liaison within 15 calendar days following the close of the quarterly period. No claims for disbursements will be honored if the quarterly report has not been approved or if there is a delinquent report.

8.2 The Subrecipient is required to submit a final report upon project completion. Reports must include the information included in Attachment C. Failure to provide the reports as required is cause for termination of this Agreement or withholding of future grant payments. Final disbursement of grant funds is contingent upon DNRC receipt and approval of a report that meets requirements described in Attachment C and signed statements of completion (if applicable) and statement of compliance. Final reports must be submitted to DNRC within 90 days after the Agreement termination date.

8.3 N/A

8.4 N/A

8.5 Recipient agrees to comply with any additional reporting obligations established by Treasury, as it relates to this award.

SECTION 9. RECORDS AND AUDITS. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The DNRC, the Montana legislative auditor, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Subrecipient in order to conduct audits or other investigations. Records shall be maintained by the Subrecipient for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Recipients and subrecipients that expend more than \$750,000.00 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and the Montana Single Audit Act (Title 2, chapter 7, MCA).

The Subrecipient shall maintain for the purposes of this Agreement an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49,

GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board."

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

SECTION 11. EMPLOYMENT STATUS AND WORKER'S COMPENSATION.

The project is for the benefit of the Subrecipient. DNRC is not an owner or general contractor for the project and DNRC does not control the work activities, worksite of the Subrecipient, or any contractors that might be engaged in the completion of the project.

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

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

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

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

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

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

regulations, and Contract terms. If during its review, the DNRC identifies any deficiencies, then the Department shall communicate those deficiencies to the Subrecipient within seven business days.

Subrecipient shall comply with applicable state prevailing wage laws (§§ 18-2-401 to -432, MCA).

14.3 It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, chapter 1, MCA; 36.2.503 ARM); and provide all required information requested by the DNRC related to any required MEPA decision.

14.4 Compliance with Applicable Federal Law and Regulations

Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Subrecipient must comply with Treasury compliance and reporting guidance: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. part 180 and Treasury's implementing regulation at 31 C.F.R. part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- a. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
 - vi. the Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151 et seq.);
 - vii. the Uniform Federal Accessibility Standards (UFAS), as published by the United States Access Board;
 - viii. the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA and certain related federal environmental laws, statutes, regulations, and Executive Orders found in 7 C.F.R. 1970;
 - ix. the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 CFR § 10.4);
 - x. the Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
 - xi. the Telecommunications Act of 1996, as amended (Pub. L. 104-104, 110 Stat. 56 (1996)); and
 - xii. the Communications Assistance for Law Enforcement Act (47 U.S.C. § 1001 et seq.).
- b. The Subrecipient, sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients and subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, and herein incorporated by reference and made a part of this agreement.

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

SECTION 16. ACKNOWLEDGMENT OF SUPPORT. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP1747 awarded to State of Montana by the U.S. Department of the Treasury."

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

SECTION 18. REMEDIAL ACTIONS. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award

funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act.

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

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

SECTION 21. DEBTS OWED TO THE FEDERAL GOVERNMENT.

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

21.2 Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

SECTION 22. DISCLAIMER.

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

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

SECTION 23. PROTECTIONS FOR WHISTLEBLOWERS.

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

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

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;

- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Subrecipient, contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.

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

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

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

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

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

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

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

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

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

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

- i. pursue any remedy provided by law or this Agreement, including requesting repayment of funds; and
- ii. terminate the Agreement or applicable portions that are the subject of the breach in the Agreement; and
- iii. suspend Subrecipient's performance; and

iv. withhold applicable payment until the default is remedied.

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

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

SECTION 28. MONTANA LAW AND VENUE. Any action or judicial proceeding for enforcement of the terms of this Agreement shall be instituted only in the courts of Montana and shall be governed by the laws of Montana. Venue shall be in the First Judicial District, Lewis and Clark County, Montana. Each party will bear their own costs and attorney's fees.

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

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

In Process

The Subrecipient, Great Falls, City of, hereby accepts this grant (AC-22-0022) according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

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

I further certify that I am authorized to enter into and sign a binding Agreement with the Department of Natural Resources and Conservation.

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

By: _____ Date: _____
Subrecipient Signature

Bob Kelly Mayor

Print Name and Title

For: Great Falls, City of Tax ID # _____
MD9MA1227F25
Subrecipient Unique Entity Identifier or DUNS #

By: _____ Date: _____

For: The Montana Department of Natural Resources and Conservation

In Process

Attachment A - Scope of Work
Great Falls Lift Station No. 1 Facility Improvements and Supplemental Forcemain Project

Background

The existing Lift Station No. 1 (LS1) force main was constructed in 1979 and is the only river crossing for this section of the City of Great Falls' sewer collection system. LS1 services the area including the original downtown, east to and including Malmstrom Air Force Base and Agritech Industrial Park, and south to 10th Avenue South. It pumps approximately one third of the City's sewage across the Missouri River to the Wastewater Treatment Plant (WWTP) via the LS1 force main. The existing LS1 force main was constructed under emergency conditions in response to a failure of the 1959-installed crossing. The failure of the 1959 crossing resulted in a protracted, direct, and uncontrolled discharge of untreated sewage to the Missouri River.

The primary purpose of the project is to install a redundant force main crossing across the Missouri River. The construction of a redundant force main provides resilience and reliability in this segment of City-critical infrastructure. The project will also include necessary improvements and repairs to the Lift Station No. 1 Facility. These activities will help the City minimize the risk of service interruption, regulatory exposure, and environmental damage associated with having a single point of failure.

Scope of Work

To lower the City of Great Falls' risk of service interruption, regulatory exposure, and environmental damage associated with having a single point of failure, this project will install a redundant force main crossing across the Missouri River and make additional improvements and repairs to the Lift Station No. 1 Facility. ARPA Competitive Grant funds will be used on Professional Services and Construction activities.

Construction activities will include the following:

- Install 3,160 feet of new redundant sewer force main crossing across the Missouri River.
- Make improvements/repairs to Sixth Street Pump Station (Lift Station No. 1). Activities including but not limited to:
 - Replacement of Plug Valves;
 - Replacement of Gate Valves;
 - Replacement of Mechanical Bar Screen;
 - Replacement of Ultrasonic Level Detector;
- Make improvements/repairs connections to the pumping station and the head works at the Wastewater Treatment Plant.
 - Evaluation and replacement of connect valves;
 - Modification of head work and piping;

All designs and installations will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies.

Schedule

PROJECT DESIGN DATES			
Preliminary Design	Final Design	DEQ Plan Review	DEQ Plan Approval
8/15/2022	4/1/2023	12/15/2022	3/31/2023

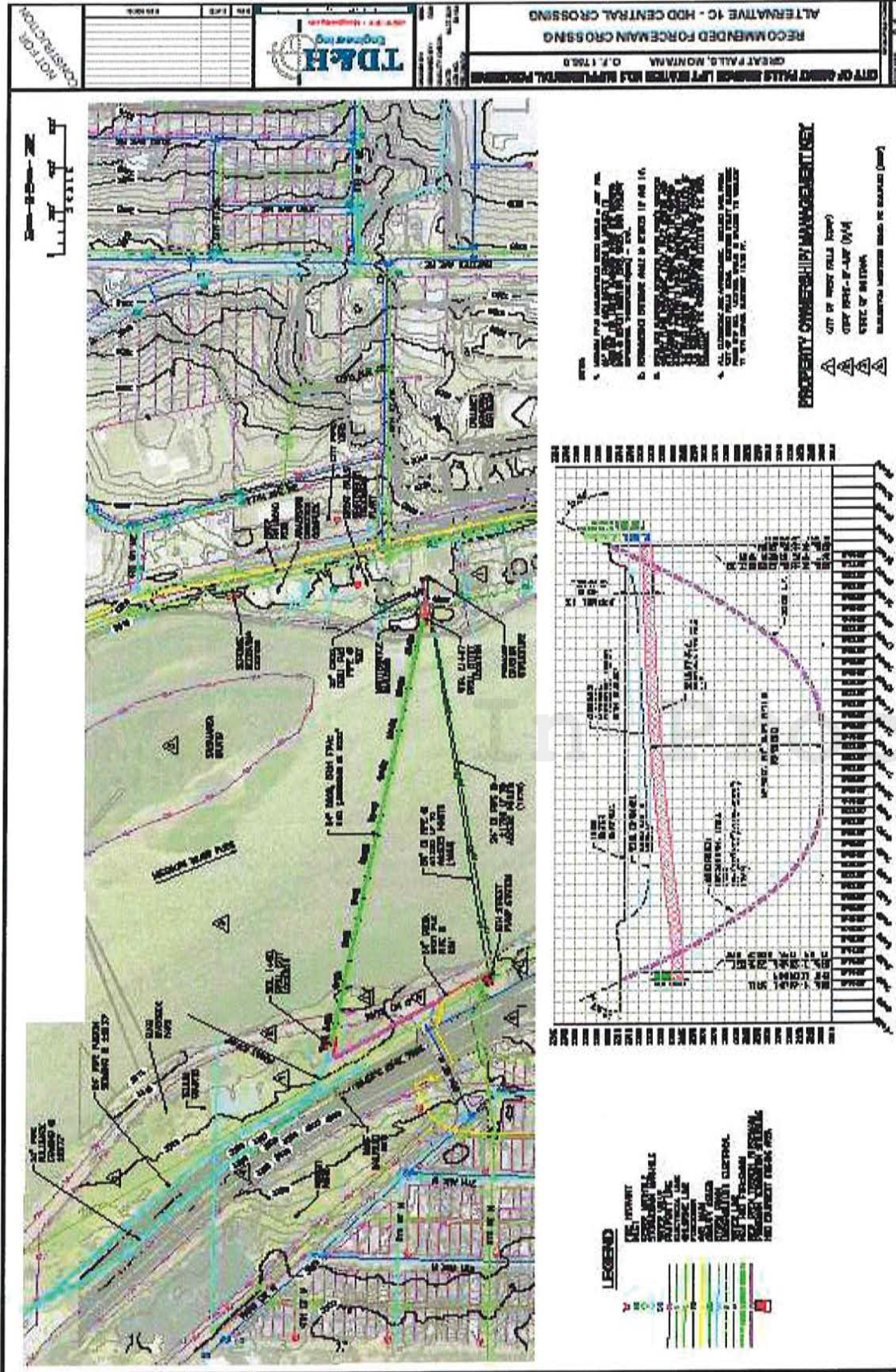
PROJECT BID DATES			
Bid Document Advertised	Selection	Award Notice	Notice to Proceed
4/1/2023	6/1/2023	7/1/2023	7/15/2023

PROJECT CONSTRUCTION DATES			
Construction Start	Construction Completion	Closeout	Final Documentation
8/1/2023	12/31/2025	6/1/2026	9/1/2026

In Process

Grant Manager

MW



**Attachment B – Budget
Great Falls Lift Station No. 1 Facility Improvements and Supplemental Forcemain Project**

	ARPA Competitive Grant	Match Funds	TOTAL
Administration			
Professional Services	\$662,075.00	\$662,075.00	\$1,324,150.00
Other Administration		\$1,345,122.00	\$1,345,122.00
Total Administration	\$662,075.00	\$2,007,197.00	\$2,669,272.00
Construction-Related Activities			
Preliminary Engineering Design		\$657,000.00	\$657,000.00
Final Engineering Design		\$425,000.00	\$425,000.00
Construction Inspection Eng.		\$625,000.00	\$625,000.00
Construction	\$1,337,925.00	\$3,748,725.00	\$5,086,650.00
Contingency		\$2,925,000.00	\$2,925,000.00
Total Construction	\$1,337,925.00	\$8,380,725.00	\$9,718,650.00
Total Project Costs	\$2,000,000.00	\$10,387,922.00	\$12,387,922.00

Summary of Match Funds	
Local Contribution--City of Great Falls	\$10,387,922.00
Total Match Funds	\$10,387,922.00

In Process


 Grant Manager

Attachment C Reporting and Reimbursement Requirements

Progress Reports The Subrecipient will provide progress reports to DNRC during the term of this Agreement. Reports will provide status information for each project implementation task and identify the reporting period. Status information will include, at a minimum:

- Project activities during the reporting period;
- Costs incurred;
- Funds remaining;
- Anticipated activities during the next reporting period, and
- Expected changes in scope, schedule or budget.

The Subrecipient shall report on total project costs including those funded by the Subrecipient and other matching funds. Significant problems encountered shall be noted and necessary scope and time-line modifications requested.

The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. DNRC will not honor claims for reimbursement if DNRC has not approved the progress report or if there is a delinquent report. Reimbursement requests must:

- Include a State of Montana vendor invoice signed by an authorized agent.
- Be billed by the tasks identified in the project scope of work and budget.
- Be supported by backup documentation of contractor invoices, receipts, cancelled checks, or other documentation of costs.

Subrecipient invoices need to relate clearly to the scope of work and budget in this Agreement. Projects with multiple funding sources need to submit a uniform status of funds spreadsheet (provided by DNRC) or other means of tracking and documenting match and the project budget.

Final Report

The Subrecipient must submit one hard copy and one electronic copy (pdf) of the final report that meets the requirements of this [Attachment C](#) to DNRC upon project completion. Final disbursement of funds is contingent upon DNRC receipt and approval of a final report that meets these requirements. Final reports must be submitted to DNRC within 90 days of the Agreement termination date.

Final reports must include a signed Certificate of Compliance (included in this attachment) to DNRC upon project completion.

Projects that included construction must also submit a signed Engineer's Statement of Completion. DNRC may also request as-built drawings for construction projects, IF APPLICABLE TO PROJECT.

The Subrecipient is not required to use the suggested format in this Attachment but must include the information listed below. At a minimum, the final report must describe the purpose and location of the project, project tasks, changes to the scope, schedule or budget, how the project met stated goals and objectives, how the project benefited resources, and the current project status. Final reports will be made available to the public on the DNRC website.

Final Report Requirements

1. Title Page:

- A. Subrecipient's name, address, and telephone numbers.
- B. DNRC Grant Agreement Number
- B. Name, address, and telephone of other contacts if primary contacts are not available.
- C. Funding: total project cost and amount of agreement
- D. State where copies of the report may be obtained (Subrecipient contact person name, address, phone number. An email address or website is acceptable).
- E. A list of supporting documents (for example, construction completion reports or other project deliverables, if applicable)

2. Introduction: Describe the project history, location and purpose. Provide a project location map.

3. Discussion and Results:

- A. Describe how project goals and tasks identified in the Agreement were completed:
 - Describe the planning process (for example: discuss project design, independent review, coordination with agencies, permits required and other activities).
 - Describe how each task listed in the scope of work was accomplished. Provide details on each task (for example: if trees were planted as an erosion control measure, state how many, the tree species, the age or size of the trees, and location of the plantings).
 - List the goals and/or objectives of the project as stated in the scope of work and briefly describe how they were met by the activities described in the tasks above. Discuss any differences between project goals and objectives and actual project results.
 - Provide an explanation for tasks that were not completed or any out-of-scope work.
 - Include a project map, data, and/or photos that document the project.
- B. Summarize any problems encountered and solutions adopted. What would you do differently?

4. Natural Resource and Public Benefits:

Describe the project's overall benefits. What are the anticipated and realized benefits to resources and to the local and regional area of the completed project? Were these benefits realized? If not, explain why.

5. Grant Agreement Administration & Project Costs:

- A. Work schedule: Compare the time allotted for project completion with actual schedule. Identify delays and discuss the reasons for delays.
- B. Budget: Include a table that summarizes how the monies were spent by budget category or task as described in Attachment B and funding source (i.e. DNRC, Sponsor, other State or federal agencies). Explain cost overruns or savings. Discuss unbudgeted expenses that arose over the course of the project.
- C. Match Funds: Identify all funds from other sources or in-kind services that were used to fund the project. If not all matching funds were spent provide a justification.

6. Project Completion and Certification

- A. Subrecipient's Certificate of Compliance (must be signed for all projects).
- B. As Built Drawings, if requested by the DNRC (construction projects only).
- C. Engineer's Statement of Final Completion (if applicable).

7. Final Report submitted electronically (PDF)

FINAL REPORT
CERTIFICATE OF COMPLIANCE

Subrecipient: Great Falls, City of

Project Name: Great Falls Lift Station No. 1 Facility Improvements and Supplemental Forcemain Project

Grant Number: AC-22-0022

Grant Amount: _____

I, the undersigned, being duly qualified, respectfully, of the _____ (Subrecipient Name), in _____ County, State of Montana, do hereby certify that the above-named project is in full compliance with all of the covenants and conditions set forth in the Agreement identified above between the _____ (Subrecipient Name) and the State of Montana, Department of Natural Resources and Conservation. I understand that any money remaining after the final payment will be returned to the appropriate accounts at DNRC.

In Process

Authorized Subrecipient Signature

Date

This form is available on the DNRC website:
<http://dnrc.mt.gov/divisions/cadd/docs/resource-development/final-report-certificates.pdf>

STATEMENT OF COMPLETION

Subrecipient: Great Falls, City of

Project Name: Great Falls Lift Station No. 1 Facility Improvements and Supplemental Forcemain Project

Grant Number: AC-22-0022

Grant Amount: _____

I, _____, (Project Engineer) a Registered Professional Engineer in the State of Montana, license number _____, do hereby state that the above-named project was completed according to the approved plans and specifications. I further state that the record ("as-built") drawings for this project are a true and accurate representation of the completed construction.

Name

P.E. Number

Signature

Date

Name of Firm

Address of Firm

City, State Zip of Firm

In Process

Please consult the DNRC Liaison to verify if this form is required for your project.

This form is available on the DNRC website:
<http://dnrc.mt.gov/divisions/cardd/docs/resource-development/final-report-certificates.pdf>

Attachment D

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

OMB Approved No. 1505-
 0271 Expiration Date:
 11/30/2021

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the Subrecipient's programs, services and activities, so long as any portion of the Subrecipient's program(s) is federally assisted in the manner proscribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property;
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Subrecipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If the Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Subrecipient is in compliance with the aforementioned nondiscrimination requirements.

Subrecipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

In Process

Certificate Of Completion

Envelope Id: C179678324474FC0961F42E8A3EC560E	Status: Sent
Subject: Please DocuSign: Great Falls, City of_AC-22-0022.pdf	
Source Envelope:	
Document Pages: 24	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Amy Personette
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1539 11th Avenue
	Helena, MT 59601
	apersonette@mt.gov
	IP Address: 161.7.102.194

Record Tracking

Status: Original	Holder: Amy Personette	Location: DocuSign
5/26/2022 9:08:58 PM	apersonette@mt.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Montana Dept of Natural Resources & Conservation	Location: DocuSign

Signer Events

Signature	Timestamp
Bob Kelly	Sent: 5/26/2022 9:16:31 PM
bkelly@greatfallsmt.net	Viewed: 5/27/2022 5:46:58 AM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 5/27/2022 5:46:58 AM
 ID: 82c3acdd-4fbf-4e3f-bc3b-901af9ad719e

Kerry Davant
 kdavant@mt.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature	Timestamp
Editor Delivery Events	Status

Status	Timestamp
Agent Delivery Events	Status

Status	Timestamp
Intermediary Delivery Events	Status

Status	Timestamp
Certified Delivery Events	Status

Status	Timestamp
Carbon Copy Events	Status

Bob Kelly
 bkelly@greatfallsmt.net
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 5/27/2022 5:46:58 AM
 ID: 82c3acdd-4fbf-4e3f-bc3b-901af9ad719e

Dena Bennett
 DBennett@mt.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
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Accepted: 5/24/2022 7:39:39 AM
ID: 9953ef17-cb17-4edf-8c6c-e3150e8229fe

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/26/2022 9:16:32 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

In Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Montana Dept of Natural Resources & Conservation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Montana Dept of Natural Resources & Conservation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kgermaine@mt.gov

To advise Montana Dept of Natural Resources & Conservation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kgermaine@mt.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Montana Dept of Natural Resources & Conservation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kgermaine@mt.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Montana Dept of Natural Resources & Conservation

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to kgermaine@mt.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Montana Dept of Natural Resources & Conservation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Montana Dept of Natural Resources & Conservation during the course of your relationship with Montana Dept of Natural Resources & Conservation.



Commission Meeting Date: June 7, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Construction Contract Award: Southwest Side Street Reconstruction, O. F. 1432.2

From: Engineering Division

Initiated By: Public Works Department

Presented By: Paul Skubinna, Public Works Director

Action Requested: Consider Bids and Approve Contract

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) a contract in the amount of \$1,028,930.00 to United Materials, Inc., for the Southwest Side Street Reconstruction, and authorize the City Manager to execute the necessary contract documents.”

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

Staff Recommendation: Approve construction contract award to United Materials, Inc., in the amount of \$1,028,930.00.

Summary:

This project was initiated in conjunction with the water main replacement project (O.F. 1432.1) completed in 2021. The project consists of reconstructing four blocks of road way; installing curb and gutter, sidewalk, and Americans with Disabilities Act (ADA) compliant curb ramps. The project extends along 2nd Ave SW from 3rd St SW to 6th St SW, and along 3rd Ave SW from 5th St SW to 6th St SW.

Background:

The reconstruction project is necessary to replace aging infrastructure that shows signs of deterioration. The curb line is exhibiting signs of serious deterioration and is nonexistent along some stretches of the avenues. During the initial project walkthrough it was also discovered that some of the aging boulevard trees were damaging the curb and gutter and sidewalks. The tree roots caused upheaval to sidewalks creating traveling hazards to the public. The sidewalk upheaval has generated barriers to disabled persons requiring assistance with walking whether it be in the form of a cane, walker, or wheel chair.

In order to provide a transportation network that provides reliable local connectivity to the greater transportation system it is necessary to remove the travel barriers created by the damaged sidewalk, curb and

gutter. Removal of those barriers involved the removal of several mature trees. This was done in order to facilitate a final design that meets current industry design standards and regulations. The City has entered into a contract with Trans-A-Tree to replace the trees upon completion of the street reconstruction.

Significant Impacts: During the course of the project, power lines for street lighting will need to be temporarily removed. Residents will not be able to park in front of their residences, and traffic will need to be detoured around the affected locations.

We looked at “bulb-outs” jogging the curb out around the trees, but this would cause problems with street maintenance, drainage issues in an area that is already challenged due to flat grades, and reduced parking. We discussed eliminating the curb in the areas of the trees, but this would result in these areas collecting water during rain events and when the snow melts which could cause the road to settle in these areas due to the road base being saturated.

Converting the avenues from two-way to one-way traffic patterns did not fit the standard criteria for such action. There was no need for a reduction in traffic congestion, higher speed limits, coordination of traffic signals, or improving air quality as a result of traffic congestion. The conversion from two-way traffic to one way traffic would also need to be presented to MDT due to the connecting streets of 3rd St SW and 6th St SW. This would also likely include a traffic study that would delay the reconstruction portion of the project.

Citizen Participation:

Public Works Personnel, Park and Recreation Personnel, and the Neighborhood Council Coordinator attended two Neighborhood Council #2 meetings in April and May of 2021. This was done to address community concerns regarding the poor condition of the streets and the necessity to remove several mature trees and relocate some overhead utility poles. Neighborhood Council members voted 3-0 in favor of the Street Reconstruction project. An exhibit showing the street reconstruction design and which trees need to be removed was relayed to Neighborhood Council 2 on October 14, 2021. Letters were sent to individuals on April 1, 2021 and April 27, 2021 informing them of the proposed water main and street reconstruction project that would require the removal of several trees. This information was also presented to the City Commission through the agenda items related to these projects on July 6, 2021.

Workload Impacts:

Design phase engineering and plans and specifications were completed by the City Engineering staff with assistance from City Utilities Division and City Street Division. Environmental Division, and Parks and Recreation Department provided input to the project. City Engineering staff will provide construction phase engineering services and project inspection.

Purpose:

The purpose of the project is to help address community concerns regarding the poor condition of the streets and provide a transportation network that provides reliable local connectivity to the greater transportation system

Project Work Scope:

Work to be performed under this contract includes the following: remove and replace approximately 6,400 square yards of 4-inch asphaltic concrete pavement; replace approximately 3,400 lineal feet of integral concrete curb and gutter; replace 3,400 square feet of 4-inch concrete sidewalk; install 1,500 square feet of 6-inch reinforced concrete; 12 truncated domes; and 10,000 Square Feet of Sod placement.

Evaluation and Selection Process:

The specifications were advertised two times in the Great Falls Tribune. Two bids were received on May 25, 2022 ranging from \$1,028,930.00 to \$1,242,310.00. United Materials, Inc., submitted the lowest responsible bid.

Conclusion:

This project has been programmed, vetted, coordinated, and scheduled to provide the least negative impact to citizens, while performing necessary upgrades to the surface transportation network. The project has been selected and prioritized, and executed in accordance with the Public Works Capital Improvements Program and budgeted utilizing funds from the Bridge and Road Safety and Accountability Act (BaRSAA) and Fuel Tax revenues.

Fiscal Impact:

The attached bid tabulation summarizes bids that were received. 5% of the project expenses will be funded utilizing City Improvements other than Buildings funds and 95% of the project will be funded utilizing BaRSAA Fuel Tax revenues.

Alternatives:

The City Commission could vote to deny award of the construction contract and re-bid or cancel the project. This action would result in delaying the project leading to leaving the unpaved portions of the water main replacement project with a gravel surface. Leaving a gravel surface will lead to additional maintenance expenses, as well as additional citizen complaints.

Attachments/Exhibits:

Bid tabulation is attached.

Vicinity Map

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

BID TABULATION SUMMARY

BIDS TAKEN AT CIVIC CENTER

DATE: 25-MAY-22

OF 1432.2 SOUTHWEST SIDE STREET RECONSTRUCTION TABULATED BY: ROSA HUGG

	NAME & ADDRESS OF BIDDER	ACKNOWLEDGE ADD. #1	ACKNOWLEDGE ADD. #2	10% BID SECURITY	CERTIFICATE OF NON-SEGREGATED FACILITIES	CERTIFICATE OF COMPLIANCE WITH INSURANCE REQ.	TOTAL BID
1	UNITED MATERIALS, INC. P.O. BOX 1690 GREAT FALLS, MT 59403	Y	Y	Y	Y	Y	\$1,028,930.00
2	SHUMAKER TRUCKING P.O. BOX 1279 GREAT FALLS, MT 59403	Y	Y	Y	Y	Y	\$1,242,310.00
3							
4							
5							
6							
7							
8							
9							
10							



Commission Meeting Date: June 7, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Construction Contract Award: Southwest Side Water Main Replacement - Phase III, O. F. 1432.4

From: Engineering Division

Initiated By: Public Works Department

Presented By: Paul Skubinna, Public Works Director

Action Requested: Consider and Approve Contract for O. F. 1432.4

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (award/not award) a contract in the amount of \$1,642,063.50 to Geranios Enterprises Inc. for the Southwest Side Water Main Replacement – Phase III, 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 awarding the contract to Geranios Enterprises, Inc. in the amount of \$1,642,063.50. Geranios Enterprises, Inc. has executed all the necessary contract documents.

Summary: The project consists of replacing approximately 1,210 lineal feet of 12-inch water main and 2,240 lineal feet of 6-inch and 8-inch water main on the Southwest side of town.

Background: This project is necessary to replace water mains that are under sized and have been failing with increasing frequency, causing damage to property, roadways, disrupting traffic, and water service to local residents and businesses. The water main breaks are primarily due to corrosive soils, age, and the type of pipe material used. The water mains were installed in 1892, 1913, and 1956.

Significant Impacts: During construction residents and businesses will need to be placed on temporary water and traffic will need to be detoured around the affected project locations.

Citizen and Stakeholder Participation:

This project is being completed in cooperation with the Montana Department of Environmental Quality (DEQ).

Workload Impacts: City Engineering staff designed the project and will perform construction inspection and contract administration duties.

Project Work Scope: This project will replace approximately 1,210 lineal feet of 12-inch cast iron water main and 2,240 lineal feet of 6 inch, and 8-inch cast iron water main with 8-inch and 12-inch PVC water main; replace six fire hydrants; 93 water service connections; 3,950 square yards of gravel; and 4,400 square yards of asphalt pavement.

Project locations include;

- 2nd Avenue Southwest from 7th Street to 9th Street.
- 3rd Avenue Southwest from 6th Street to 9th Street.
- 10th Street from Central Avenue West to 3rd Avenue Southwest.
- 2nd Avenue Southwest from 10th Street to 11th Street

This project's tentative start date is July 18, 2022 depending on weather conditions, material availability, and Contractor's scheduling.

Evaluation and Selection Process: This project was advertised on May 8, 2022 and May 15, 2022. There were four plan holders for this project and three bids were received and opened on May 25, 2022. The bids ranged from \$1,811,900.00 to \$1,642,063.50. The lowest responsive bid for this project was \$1,642,063.50 submitted by Geranios Enterprises, Inc. Geranios Enterprises, Inc. is an established responsible local contractor and has previously completed projects within the City.

Conclusion: This project has been programmed, vetted, coordinated, and scheduled to provide the least negative impact to citizens, while performing necessary upgrades to the water distribution system. The project has been selected and prioritized, and executed in accordance with the Public Works Capital Improvements Program and budgeted in the Water Utility Enterprise Fund.

Fiscal Impact: This project has been programmed and prioritized as a needed capital improvement and is being funded through the Water Utility Enterprise Fund.

Alternatives: The City Commission could vote to deny award of the construction contract and re-bid the project at a later date or do nothing and repair future water main breaks and road surfacing as they occur.

Attachments/Exhibits:

Bid tabulation

Project location maps

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

BID TABULATION SUMMARY
 OF 1432.4 SOUTHWEST SIDE WATER MAIN REPLACEMENT
 PHASE III

BIDS TAKEN AT CIVIC CENTER
 25-MAY-22
 ROSA HUGG

DATE:
 TABULATED BY:

	NAME & ADDRESS OF BIDDER	ACKNOWLEDGE ADD. #1	ACKNOWLEDGE ADD. #2	10% BID SECURITY	CERTIFICATE OF NON-SEGREGATED FACILITIES	CERTIFICATE OF COMPLIANCE WITH INSURANCE REQ.	TOTAL BID
1	GERANIOUS ENTERPRISES P.O. BOX 2543 GREAT FALLS, MT 59403	Y		Y	Y	Y	\$1,642,063.50
2	UNITED MATERIALS, INC. P.O. BOX 1690 GREAT FALLS, MT 59403	Y		Y	Y	Y	\$1,807,195.00
3	SHUMAKER TRUCKING P.O. BOX 1279 GREAT FALLS, MT 59403	Y		Y	Y	Y	\$1,811,900.00
4							
5							
6							
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8							
9							



Commission Meeting Date: June 7, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Ordinance 3244, Repealing Title 2, Chapter 12, Sections 010-050 of the OCCGF, Dissolving the Golf Advisory Board

From: Park and Recreation

Initiated By: Park and Recreation

Presented By: Steve Herrig, Park and Recreation Director

Action Requested: Final Reading and Adoption of Ordinance 3244

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Ordinance 3244.”

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 Ordinance 3244, Dissolving the Golf Advisory Board.

Summary:

Ordinance 3244 will dissolve the Golf Advisory Board. Staff has determined that, due to the management contract with CourseCo, it is no longer beneficial to have a Golf Advisory Board. On May 17, 2022, the City Commission accepted Ordinance 3244 on first reading.

Background:

The Golf Advisory Board was established on February 2, 1993 with the intention that the City would realize a direct benefit from an advisory board, providing input and feedback directly related to the operation and management of the municipal golf courses. The board consisted of five members serving three year terms.

From 2004 through 2018, Anaconda Hills and Eagle Falls Golf Courses operated at a deficit. It was suggested that the City may not be able to support two public courses, and may not have the expertise, depth of experience, and general wherewithal to operate two courses. Several scenarios were vetted, including closing Anaconda Hills Golf Course.

On August 24, 2018, the City issued Request for Proposals for management of the municipal golf courses. The City received two proposals on September 28, 2018. The two proposals were reviewed, and subsequently, both proposers were interviewed by City staff. The Commission awarded an Anaconda

Hills Golf Course and Eagle Falls Golf Club Management Agreement to CourseCo, Inc. d/b/a Great Falls Golf, LLC, on December 18, 2018.

Since that time, CourseCo, Inc. has provided numerous opportunities for cost savings, generated new revenues in many areas, made several improvements to the courses, and has returned significant revenue to the City annually. The City Commission approved extensions to the management agreement with CourseCo, Inc. through January 31, 2025.

Because the City is no longer operating and managing the municipal courses, the original intent, purpose and need for the Golf Advisory Board has been eliminated. The City Commission is still required to adopt fees and CourseCo provides an annual update to the Commission through a Work Session.

Alternatives: The alternative would be to not dissolve the Golf Advisory Board but staff recommends against that option as there is no longer a purpose for the Board.

Concurrences: The future of the Golf Board was discussed during the board's February Meeting, and at their meeting on March 28, 2022, the Golf Advisory Board voted unanimously to dissolve the Golf Advisory Board. In addition, management for CourseCo supports the dissolution of the Golf Board.

Attachments/Exhibits:

Ordinance 3244

Ordinance 3244 – Exhibit “A”

Original Management Agreement with CourseCo.

Extension to Management Agreement

ORDINANCE 3244

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA REPEALING TITLE 2, CHAPTER 12, SECTIONS 010 - 050 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) AND THEREBY DISSOLVING THE GOLF ADVISORY BOARD

* * * * *

WHEREAS, on February 2, 1993, the City Commission adopted Ordinance 2648 that created the Golf Advisory Board, with the intention that the City would realize a direct benefit from the formation of an advisory board, directly involved in the operation and management of the municipal golf courses; and

WHEREAS, the two municipal golf courses operated at a deficit from 2004 through 2018. The “at-risk” golf fund required significant taxpayer subsidies to operate. It was suggested that the City may not be able to support two public courses, and may not have the expertise, depth of experience, and general wherewithal to operate two courses; and

WHEREAS, after several scenarios were vetted, including closing Anaconda Hills Golf Course, a Request for Proposals was issued on August 24, 2018. The Commission awarded an Anaconda Hills Golf Course and Eagle Falls Golf Club Management Agreement to CourseCo, Inc. d/b/a Great Falls Golf, LLC, on December 18, 2018; and

WHEREAS, since that time, CourseCo, Inc. has provided numerous opportunities for cost savings, generated new revenues in many areas, made several improvements to the courses, and has returned significant revenue to the City annually. The City Commission approved extensions to the management agreement with CourseCo, Inc, through January 31, 2025; and

WHEREAS, the City no longer operating and managing the municipal courses has eliminated the original intent, purpose and need for a Golf Advisory Board; and

WHEREAS, at its March 28, 2022, meeting, the Golf Advisory Board voted unanimously to dissolve the Golf Advisory Board.

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

Section 1. The Golf Advisory Board is hereby dissolved, and OCCGF Title 2, Chapter 12, Sections 010 – 050 are hereby repealed as depicted by Exhibit “A” attached hereto and by reference incorporated herein, with deleted language identified by ~~strikeout~~; and

Section 2. This ordinance shall be in full force and effect thirty (30) days after second reading and final adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading May 17, 2022.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading June 7, 2022.

Bob Kelly, Mayor

ATTEST:

(CITY SEAL)

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Jeffrey M. Hindoiem, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3244 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

ORDINANCE 3244 – EXHIBIT “A”
 Title 2 - ADMINISTRATION AND PERSONNEL
 Chapter 12 GOLF ADVISORY BOARD

~~Chapter 12 GOLF ADVISORY BOARD~~

Sections:

~~2.12.010 Creation.~~

~~A Golf Advisory Board is hereby created which shall hereafter be referred to in this Chapter as "Board."
 (Ord. 3169, 2017).~~

~~2.12.020 Purpose.~~

~~The purpose of the Board shall be to consult with and advise the City Commission, City Manager, and Parks and Recreation Department staff on all matters related to the operation of the municipal golf courses.
 (Ord. 3169, 2017).~~

~~2.12.030 Memberships.~~

~~The Board shall consist of five (5) members who shall be appointed by the City Commission. Membership will consist of one (1) member representing the City's Men's Golf Associations, one (1) member representing the City's Women's Golf Association, one (1) member representing Malmstrom Air Force Base, and two (2) members representing non-league golfers. The Chairman of the Park and Recreation Board or a designated representative from the Board will be an ex officio member of the Board. All members must be qualified electors.
 (Ord. 3169, 2017).~~

~~2.12.040 Terms.~~

~~The term of office of each member of the Board shall be three (3) years from and after March 1, of the year in which the member is appointed, except two (2) members of the first Board who shall hold office for a period of two (2) years from and after the first day of March 1, 1993.
 (Ord. 3169, 2017).~~

~~2.12.050 Duties.~~

~~The Board shall serve in an advisory capacity regarding the operation of the municipal golf courses, specifically regarding:~~

- ~~A. Fees and charges, tournament requests policies, procedures, and rules;~~
- ~~B. Capital improvements or projects;~~
- ~~C. Promotion of usage at the golf courses; and~~
- ~~D. All other matters relating to the golf courses which may be assigned or requested by the City Commission or the City Manager.~~

~~(Ord. 3244, 2022; Ord. 3169, 2017).~~

ANACONDA HILLS GOLF COURSE AND EAGLE FALLS GOLF CLUB MANAGEMENT AGREEMENT

THIS CONTRACT ("Agreement") is made and entered into this December 18, 2018, by the City of Great Falls, hereinafter referred to as the "City," acting by and through its City Manager, and CourseCo, Inc., d/b/a Great Falls Golf, LLC, hereinafter referred to as the "Operator."

WHEREAS, the City owns certain real property located in the City of Great Falls, and more particularly described in Exhibit "A" attached hereto ("Land"); and

WHEREAS, the City is the owner of the Anaconda Hills Golf Course and Eagle Falls Golf Club, which includes a golf course, clubhouse, restaurant, cart storage facility, maintenance facility, and other buildings, structures, and improvements at both locations related thereto ("Premises"), and the Premises are located on the Land; and

WHEREAS, the City desires to maintain the value of the Premises as a City asset; and

WHEREAS, the City desires to utilize the services and expertise of the Operator to manage, operate, and maintain both Premises as Golf Courses and community amenities.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

The following terms shall be defined as follows for the purposes of this Agreement:

- 1.1 Annual Report - shall have the meaning set forth in Section 6.2 of the Agreement.
- 1.2 Capital Expenditure - shall have the meaning set forth in Section 8.4 of the Agreement.
- 1.3 City - shall mean the City of Great Falls, acting through its agents.
- 1.4 City Manager - shall mean the City Manager of Great Falls or his/her appointed designee.
- 1.5 City Manager's Office - shall mean the City of Great Falls City Manager's office
- 1.6 Bank Account - shall have the meaning set forth in Section 10.1 of the Agreement.
- 1.7 Days - shall mean business days versus calendar days.
- 1.8 Effective Date - shall mean the date that this agreement takes effect.
- 1.9 Financial Plan - shall have the meaning set forth in Section 6.1 of the Agreement.
- 1.10 Golf Course - shall mean all of the buildings, grounds, fixtures, structures, restrooms, equipment, computers, irrigation and controls, ponds, tools, vehicles, fencing and all appurtenances thereto involving the Anaconda Hills Golf Course and Eagle Falls Golf Club.

- 1.11 Golf Lessons - shall mean the professional golf instruction given at the Golf Course by either the Class "A" PGA Golf Professional or qualified golf instructors employed or subcontracted by the Operator.
- 1.12 Initial 2019 Financial Plan - shall have the meaning set forth in Section 6.1 of the Agreement.
- 1.13 Land - shall mean the real property upon which the Premises are located. The Land is described in Exhibit A hereto.
- 1.14 Operating Cost - shall have the meaning set forth in Section 8.1 of the Agreement.
- 1.15 Operating Income - shall mean all revenue except investment earnings, less all expenses except City cost allocations and Capital Expenditures, as set forth in the Financial Plan.
- 1.16 Operating Year - shall comprise the period of twelve (12) full calendar months commencing on July 1 and ending on June 30.
- 1.17 Operator - shall mean Great Falls Golf, LLC.
- 1.18 Premises - shall mean the Golf Courses, Pro Shops, clubhouses with attached patios and all paved walkways adjacent to the clubhouses, Restaurants, banquet facilities, cart storage facilities, maintenance facilities, and all other buildings, structures, and improvements related thereto.
- 1.19 Pro Shop - shall mean the golf professional and merchandise facilities located at the Premises and shown on the diagram attached hereto in Exhibit A.
- 1.20 Restaurant - shall mean the food and beverage dining facilities located at the Premises and shown on the diagram attached hereto in Exhibit A.
- 1.21 Restaurant Services - shall mean the Restaurant and banquet operation, as well as all other food and beverage operations related to the Premises and as described further in Section 5.3.
- 1.22 Term - shall have the meaning set forth in Article 4.

2. RETENTION OF OPERATOR

The City hereby retains the Operator for the management, staffing, operation, and maintenance of the Premises, including, but not limited to, the Golf Course, Pro Shop, clubhouse, restaurant, banquet facility, storage spaces, restrooms, and golf cart rental located at the Premises.

3. ACCEPTANCE

Prior to the Effective Date of this Agreement, the Operator has made an inspection of the Premises and hereby accepts the condition of it for purposes of this Agreement on an "as is" basis.

4. TERM

- 4.1 Term of Agreement - The initial Term of this Agreement shall begin at 12:00 a.m. on the effective date, February 1, 2019 which is, and terminate at January 31, 2022.
- 4.2 Option to Renew - This Agreement may be renewed for a three year term, beginning February 1, 2022 and ending at January 31, 2025, if the parties agree upon an extension and/or amendment to this Agreement which is executed by both parties at least one hundred twenty days prior to the expiration of the initial Term. The option is conditioned upon full and faithful performance by the Operator of all the terms contained herein.
- 4.3 Effect of Termination - Upon termination of the Agreement, all employees and agents of the Operator shall vacate the Premises and shall have no further rights or duties thereon, except to ensure and organize a proper transfer of the Premises, property, and records of the Premises. The Operator shall remove all goods, wares, and merchandise from the Premises that are owned by the Operator within thirty (30) days after the termination date. The City may, but need not, treat any of the Operator's property remaining upon the Premises after thirty (30) days have elapsed following the termination of this Agreement as abandoned by the Operator, and may make any disposition of such property as the City deems fitting.
- 4.4 The Operator and City will annually conduct a property inventory on such dates and terms as are mutually agreed by the parties.

5. OPERATOR'S BASIC SERVICE OBLIGATIONS

5.1 Golf Professional Services - The Operator shall deliver high-quality golf course services and conduct business in a manner accepted and established by industry standards and operate the Golf Course, Pro Shop, and golf cart rentals as set forth in this Agreement and in a manner acceptable to the City. The Operator shall sell, rent, store, and repair golf equipment, sell golf-related clothing and supplies, provide instructional services in the playing of golf, and maintain the golf course and related facilities in good and neat order, condition and repair in accordance with accepted industry standards. Relevant service standards include, but are not limited to, the following:

- A. Staffing - The Operator shall employ, on a full-time basis, a licensed Class A member or Apprentice of the PGA (the "Golf Professional"). The Operator shall also provide staff to provide the services listed within this Agreement. Staff shall be clearly identifiable and present neat and clean appearance.
- B. Pro Shop - The Operator shall provide high-quality customer service including register operations, merchandise sales, tee-time bookings, starter services and course marshaling and the day-to-day custodial services, maintenance and repairs of the equipment. Prices for all green fees, golf cart fees, pull cart fees, trail fees, etc. shall be prominently displayed at all times and receipts shall be provided for paid fees. Policies regarding course rules, tee-times, rain-checks, refunds, and dress code shall be prominently displayed at all times. Information on passes, leagues, lessons, and

other services shall be readily available. Score cards and pencils shall be readily available.

- C. Merchandise - The Operator shall provide and maintain in the Pro Sboop such inventory of golf merchandise as is deemed necessary by the City to adequately meet the demand of the public. Existing inventory is owned by the City.
 - D. Golf Cart Rentals - The Operator shall provide golf cart rentals by offering a clean and well-maintained fleet. Carts shall be available on a daily basis. The carts must be a positive extension of the overall operation of the course and should therefore be clean, undamaged, fueled/charged, be in good operating condition, and perform well at speed and direction.
 - E. Golf Instruction - The Operator shall grow the game of golf in the City of Great Falls through lessons and clinic instruction in a manner acceptable to the City by employing or contracting with qualified instructors accredited by the PGA and the PGA apprentice program or other qualified instructors. Such instruction may include but is not limited to group and/or individual instruction, camps, clinics; utilizing the Golf Course as the home course for the High School teams; promote a junior golf program through lessons, conducting junior tournaments; and by other activities as mutually agreed upon by the Operator and the City.
 - F. Existing Gift Cards, Storage Agreements, and Special Event Bookings - The Operator shall honor existing gift cards with respect to the Golf Course, Golf Cart Storage Agreements which expire March 14, 2019, and Special Event Bookings (including but not limited to the currently scheduled Montana High School Association State Cross Country meet),
 - G. Programming - The Operator shall be responsible for managing, promoting, and scheduling special events, tournament, league play, club play, and high school events such as cross country meets. The City welcomes the Operator to be creative with providing community-type events at the Golf Course as approved by the City.
 - H. Advertising - The Operator shall market and promote the course and amenities, including strategy, budget, media types, frequencies, promotions, and any other relevant information.
 - I. Additional Services - The City will identify any additional areas it believes are necessary or that would be a benefit to the operation, which will reasonably be considered for implementation by Operator.
- 5.2 Golf Course Starter Services - The Operator shall render and provide Golf Course starter services, including but not limited to, opening and closing of the Golf Course at the appropriate times; collecting of green fees and tournament fees; providing tee time scheduling that is easy for the patron (via computer, phone, walk-in, or other); recording of reservations on starter sheets; placing of golfers' names on a call sheet (i.e., waiting list) as necessary; sending of golfers to the tee and starting them off at proper intervals as applicable; receiving of requests from groups for tournaments; booking of tournaments; satisfying of tournament food and beverage needs through the Restaurant; monitoring and maintaining pace of play by all necessary actions; entering of golfers' names on the

starter's sheet; issuing of a receipt to each golfer as the green fee is paid; and totaling of starter sheets at the end of each day's play and reconciling them with fee category totals on the cash register detail tape or other computerized equivalent reconciliation process.

- 5.3 Restaurant Services - The Operator shall provide quality food and beverage services, in a manner acceptable to the City, including all aspects of the food and beverage operations, banquet and event rentals, and on-course concessions, including recommended menus, all permits, codes and other regulations of the City, Cascade County, and the State of Montana. Whenever possible, practical, and cost-effective, the food and beverage services should give consideration to local vendors and/or products.
- 5.4 Maintenance Services - The maintenance operations of the Golf Course shall be the responsibility of the Operator. The Operator shall keep and maintain the Premises in good, operable, usable, and sanitary order and repair and in a good, safe condition throughout the Term of this Agreement, providing for such repair, replacement, rebuilding, and restoration as may be required in compliance with this Agreement, in a manner acceptable to the City, and consistent with industry standards. This maintenance obligation includes but is not limited to Golf Courses and grounds maintenance, the clubhouses, Pro Shops, Restaurants and banquet facilities, golf cart rental areas, storage spaces, and all buildings, structures, improvements, fixtures, equipment, and utility systems which may now or hereafter exist on or in the Premises. All such replacement, rebuilding, and restoration, but not including repairs of single items under \$5,000, shall be approved by the City prior to implementation of same. Minimum standards include, but are not limited to Clubhouses, pro shops, restaurants, and restrooms are clean, swept, and maintained; Grounds are nicely landscaped and free of trash; Irrigation systems (including main lines, valves, lateral lines, sprinkler heads, controllers and all other parts of the system) are maintained in good repair, function properly, and conform to all relevant codes and regulations at all times, and all preventive maintenance work performed in a timely manner.
- 5.5 Improvements - Any improvements, additions, alterations, or changes (collectively, "improvements") to the Premises made by the Operator shall be subject to, prior to the commencement of any work on such improvements, written approval by the City, the securing of applicable permits, and compliance with such terms and conditions as may be imposed by the City and as required by City of Great Falls policies and procedures.
- 5.6 Equipment - All equipment, furnishings, signs and advertising shall be in keeping with the appropriate standards of decor at the golf courses. Hole signs with yardage and par must be well placed. The contractor agrees that all equipment, furnishings and improvements provided shall meet the requirements of all applicable building, fire, pollution, and other related codes.
- 5.7 City Ownership - The City shall retain ownership of all structures, buildings, and/or improvements thereto or thereon the Premises, merchandise, golf carts, hand carts, and maintenance equipment constructed or acquired by the City, or the Operator on behalf of the City, and all alterations, additions, or betterments thereto.
- 5.8 Failure to Perform - Should the Operator fail, after thirty (30) days' written notice from the City of the need therefore, to perform its obligations under this Article 5, the City may enter upon the Premises and perform the Operator's obligations. The cost of such

repairs and restoration that are incurred shall be considered an Operating Cost unless they constitute a Capital Expenditure. Notwithstanding the preceding two sentences, in the event of an emergency as determined by the City, the City may immediately enter upon the Premises without notice to the Operator to perform emergency repairs and restoration.

6. OPERATING RESPONSIBILITIES

- 6.1 Financial Plan - The Operator shall submit to the City for review and approval a Financial Plan for each Operating Year. The Initial 2018/19 Financial Plan is set forth in **EXHIBIT X**. The terms and categorization of accounts that lead to the calculation of Operating Income are as set forth in the Financial Plan. The Operator may propose a revision to the Initial 2019 Financial Plan within ninety (90) days of the Effective Date. The City shall approve, disapprove, or conditionally approve, the proposed revisions to the Initial 2019 Financial Plan within thirty (30) days of its receipt thereof, and the City's approval shall not be unreasonably withheld.

For all subsequent Operating Years, the Operator shall submit to the City a Financial Plan on or before May 1st or by other mutually agreeable date immediately preceding the Operating Year at issue in the Financial Plan. The City shall approve, disapprove, or conditionally approve each Financial Plan before June 1st of the Operating Year at issue in the Financial Plan, and the City's approval shall not be unreasonably withheld.

Each Financial Plan shall be in a format acceptable to the City and shall include, but not be limited to, the prices as set forth in Section 6.14, the projected number of employees, details of employee incentive compensation and employee benefits, and the projected number of rounds of golf played and of merchandise purchased. The Financial Plan shall also include the terms and categorization of accounts that lead to the calculation of Operating Income, as well as the projected amount of Operating Costs, Capital Expenditures, maintenance expenditures, a marketing plan, and any proposed plans for any improvements, upgrading, or alterations to the Premises. After written notice to and consultation with the Operator, the City shall have the authority to make reasonable changes to the Financial Plan including, but not limited to, the method of allocation for costs, expenditures, and revenues.

- 6.2 Monthly/Annual Reports - The Operator shall submit to the City on or before the fifteenth day of each subsequent month, a Report for the previous Operating Month that reports for the month period as well as year to date. Each Annual Report shall include, but is not limited to, the following information:
- A. Summary of the financial condition of the Premises with respect to the terms and categorization of accounts that lead to the calculation of Operating Income as set forth in the Financial Plan.
 - B. Total amount of Operating Costs and Revenues (broken down by cost center)
 - C. Total amount of Capital Expenditures
 - D. Total amount of maintenance expenditures
 - E. Rounds played, lessons offered, events scheduled, weather patterns, etc.

Each Monthly Report shall include, but is not limited to, the following information:

- A. Bank Reconciliations
- B. Profit and Loss Statements
- C. Depreciation Schedule
- D. Balance Sheets
- E. Trial Balance

- 6.3 CIP Report – The Operator shall provide the City with a CIP report within 6 months of the commencement of this agreement.
- 6.4 Contracts and Leases - The Operator shall provide to the City copies of any and all leases and contracts entered into by the Operator with respect to any vendor, contractor, or subcontractor for services or goods provided to the Operator at the Premises. In the event this Agreement is terminated prior to the end of the Term, the City shall assume all leases and contracts entered into for its benefit and retain any goods or services associated with these leases and contracts, unless the City and Operator mutually agree otherwise.
- 6.5 Compliance with Laws - The parties shall comply with all municipal ordinances and all state and federal laws and regulations applicable to the terms and conditions of this Agreement. The parties shall not knowingly permit any illegal activities to be conducted on or at the Premises. If any permits or licenses are required, the Operator shall obtain all such required permits or licenses from the appropriate regulatory agency before undertaking the regulated activity. The cost of obtaining such licenses and permits shall be Operating Costs.
- 6.6 Compliance with Rules and Regulations - The Operator shall develop rules and regulations for the Premises subject to the approval of the City. The Operator shall comply with and enforce all such rules and regulations.
- 6.7 Discrimination Prohibited - The Operator shall not discriminate against any employee or applicant for employment, or any person seeking the services of the Operator under this Agreement, because of sex, age, race, color, religion, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification.
- 6.8 Signs - The Operator shall not post any signs, other than customary day-to-day operating prices and activity signs, at the Premises without the prior approval of the City. The Operator shall also develop and implement, with City approval, a signage strategy to ensure the City's name and official logo are included appropriately in the signage regarding the Premises. Operator will complete, execute, and comply with the City's Logo License Agreement.
- 6.9 Advertising - The City retains the right to approve or disapprove all advertising of the Premises, all marketing plans and opportunities, and/or all partnership agreements.

The City shall not unreasonably withhold approval of such advertising plans, opportunities, or agreements. If the Operator believes and/or determines that the retention of such rights is unreasonably withheld, the City and Operator agree to reexamine or renegotiate the impacted areas of revenue and responsibilities.

The Operator shall also develop and implement, with City approval, a branding strategy to ensure the City's name and official logo are included appropriately in the advertising and marketing of the Premises.

- 6.10 Public Use Marketing - The Operator shall use its best efforts to maximize the public use of the Premises. The Operator shall use its best efforts to effectively market and promote the Premises to ensure its financial and operating success. For each Operating Year, the Operator shall submit to the City a report along with the Annual Report concerning all activities undertaken by the Operator with respect to the approved marketing and promotion plan for the applicable Operating Year.
- 6.11 Utilities - Upon effective date of this Agreement, the Operator shall be responsible for ensuring that all utility services required by the Premises are operating properly, including, but not limited to, water, gas, electricity, sewer service, telephone service, and trash removal. The Operator acknowledges that if during the Term of this Agreement there exists a defect, deficiency, or impairment of any utility system, water system, water supply system, drainage system, waste system, heating or gas system, or electrical apparatus or wires serving the Premises, any expenses incurred by the Operator to correct any such defect, deficiency, or impairment shall be an Operating Cost, subject to the prior approval provisions otherwise set forth in this Agreement.
- 6.12 Safety - The Operator shall immediately correct any unsafe conditions to the Premises, as well as any unsafe practices occurring thereon, that are known by the Operator or should have been known by the Operator. The Operator shall obtain emergency medical care as soon as reasonably possible for any persons or members of the public on or at the Premises who is in need thereof because of illness or injury. The Operator shall cooperate fully with the City in the investigation of any accidental injury or death occurring at the Premises and shall submit to the City promptly an incident report, in a form acceptable to the City, and any other necessary forms required by the City describing any injuries or deaths at the Premises. An incident log shall be maintained at the Premises.
- 6.13 Use of Facilities Restrictions - The Operator shall obtain from the City prior written approval of: (1) any events or activities not otherwise specifically provided for or authorized under the Agreement; or (2) any extraordinary events or activities requiring the exclusive use of the Premises or any portion thereof.
- 6.14 Meetings - Representatives of the Operator and the City shall meet on a regular basis and at such other times as may be required by either party to review the performance under this Agreement, review the monthly financial reports submitted by the Operator, and discuss any problems or matters.
- 6.15 Fee Structure - The following fees shall be set by the Operator, which shall be reasonable and related to the cost of providing the service: (1) green fees; (2) golf cart rental/trail fees; (3) equipment rental fees; (4) building rental and all other pro shop, lesson, and restaurant food & beverage fees. Operator will provide fee schedules to City thirty days prior to implementation.
- A. Green Fees - The Operator shall set forth in each Financial Plan the reasonable green fees, golf cart rental/trail fees, and other equipment rental fees for the Operating Year at issue.

- B. Goods and Services - The Operator shall at all times maintain a complete list or schedule of the prices charged for all goods and services supplied to the public by or at the Premises. Such list or schedule of prices shall be included in each Financial Plan and provided to the City upon request. Such prices shall be fair and reasonable based on the following considerations: that the Premises are intended to serve the needs of the public with the goods and services supplied at a fair and reasonable cost; that the prices charged should be comparable to prices charged for similar goods and services in the general area; and that the profit margin should be reasonable considering the cost of providing the goods or services in compliance with the obligations of this Agreement. If the City notifies the Operator that a fee or price being charged is not fair and reasonable, the Operator shall have the right to confer with the City and justify such a fee or price. Following reasonable conference and consultation thereon, the Operator shall make such fee/price adjustments as may be ordered by the City.
- C. Restaurant and Related Fees - The Operator shall set forth in each Financial Plan the Restaurant fees, other food and beverage fees, and meeting, banquet, wedding, and other reservation fees for the Operating Year at issue.
- 6.16 Business Licenses and Permits - The Operator shall obtain and maintain all necessary permits, certifications, and licenses (federal, state, and local) necessary to conduct business at the Premises. The costs, fees, and charges incurred in obtaining and maintaining these licenses and permits shall constitute Operating Costs.
- 6.17 Taxes – Any taxes, such as beneficial use taxes, income taxes or leasehold excise taxes that are associated with the management fee or accounting fee shall be the Operator’s responsibility. Any taxes or fees, if any, associated with the revenues, expenses or general operations of the property shall be an Operating Cost.

7. CITY'S RESPONSIBILITIES

- 7.1 City's Responsibilities - During the Term of this Agreement, the City's responsibilities shall include but not be limited to the following:
 - A. To monitor and evaluate the Operator's performance for compliance with the terms of the Agreement.
 - B. To provide forms as specified in this Agreement.
 - C. To inspect the Premises on a regular basis on a schedule acceptable to the City Manager to determine if all functions are adequate.
 - E. Any capital or operating cost which totals over \$5,000 for any single item (except personnel costs) shall be subject to the City procurement policies and procedures.

8. COSTS & EXPENDITURES

- 8.1 Operating Cost. The customary and ordinary costs of operating and maintaining the Premises ("Operating Costs") shall be paid by the Operator from the Operator's bank account in accordance with Articles 9 and 10. An Operating Cost shall be any cost which is directly related to the customary and ordinary staffing, operations, or maintenance of the Premises, including, but not limited to, the following:
- A. Employee salaries.
 - B. Employee incentive compensation programs.
 - C. Employee benefits, including vacation, sick leave, health insurance, disability insurance, and workers' compensation insurance.
 - D. Lease and/or rental of equipment.
 - E. Repair and maintenance of maintenance equipment, golf carts, hand carts, and capital equipment.
 - F. Uniforms, laundry, and linens.
 - G. Operating supplies, office supplies, cleaning supplies, and other miscellaneous supplies.
 - H. Audits.
 - I. Advertising and marketing expenses.
 - J. Travel
 - K. Telephone, postage, and freight.
 - L. Fees, permits, and licenses.
 - M. Custodial services.
 - N. Insurance premiums, and, in the event of a claim on the Premises or if liability insurance is required by Article 12, the amount paid up to the deductible.
 - O. Inventory, merchandise, food, and beverages
 - P. Business and Occupation taxes on the Operating Costs or reimbursement of same.
 - Q. Furniture, fixtures, and equipment.
 - R. Maintenance expenses, including maintenance of the Golf Course and the remainder of the Premises.
 - S. Utilities, including water, gas, electricity, sewer service, telephone service, and trash removal, which costs shall be paid directly by the City but shown as Operating Costs on the Financial Plan.
 - T. Management fees and incentive management fees, which costs shall be paid directly by the City but shown as Operating Costs on the Financial Plan.
 - U. Property insurance costs, as such costs are incurred by the City through its insurance provider.

- 8.2 Operating Cost Budget - The Operating Cost Budget shall set forth all projected Operating Costs and shall be part of the Financial Plan. The Operating Cost Budget may be amended or modified from time to time, in accordance with City policies and procedures, to reflect actual operating circumstances, after written notice to and consultation with the Operator.
- 8.3 City (Revenue) Expenditures - City (Revenue) Expenditures, as identified in the Financial Plan, are those costs that are paid by the City and not included in the Operating Cost Budget. Such costs include but are not limited to the following:
- A. Necessary start-up costs as identified in **EXHIBIT X**
 - B. Capital Expenditures, as set forth in Section 8.4.
 - C. Those maintenance and/or Operating Costs that are due to any reason beyond the Operator's reasonable control (an "occurrence of force majeure") including, without limitation, acts of God, riots, strikes, and fires; provided, however, that such expense shall continue only during the pendency of the particular occurrence of force majeure. Such costs must exceed \$5,000 per incident, and are subject to the prior approval of the City, which approval shall not be unreasonably withheld. If such costs do not exceed \$5,000 per incident, they shall be treated as Operating Costs.
 - D. City cost allocations and other charges determined by the City not to be an Operating Cost.
- 8.4 Capital Expenditures – A Capital Expenditure is any expenditure for new or replacement capital equipment or improvements to the Premises that have a life expectancy greater than or equal to one year and a cost of \$5,000 or over for a single item, and are subject to the City's procurement policies
- A. Capital Expenditure shall be approved by the City before it may be undertaken. A list of capital equipment owned or possessed by the City relating to this Agreement as of the Effective Date is attached hereto in **Exhibit Y**. The City may have the Operator contract for and make capital improvements and reimburse the Operator for these improvements, subject to applicable law.
 - B. Provided, however, that in an emergency situation, the Operator is authorized to expend up to \$5,000 on Capital Expenditures, subject to prior approval by the City Manager. An emergency situation shall be one for which the expenditure is critical to all or a portion of the customary ongoing operation of the Premises. In an emergency situation, the Operator shall contact the City via a pre-designated emergency contact telephone number(s) regarding prior approval. However, if the City is unavailable via the designated telephone number(s), the Operator may proceed with the emergency expenditure in an amount not to exceed \$5,000.
 - C. The Operator shall submit complete and detailed construction drawings with respect to any proposed improvement or alteration for review and approval by the City prior to the start of any construction and shall submit as-built drawings and a detailed summary of construction costs within thirty (30) days after completion of construction.

- D. The City agrees to promptly review plans for proposed improvements or alterations, and if the improvements are acceptable to the City, to promptly approve the same, which plans as approved shall be attached to an executed copy of this Agreement and incorporated herein.
 - 1. All alterations, improvements, or fixtures shall be such that they do not impair the foundation, exterior walls, roof, or structural bearing parts of structures on the Premises, or cause any deterioration to any such structure.
 - 2. All work performed in providing alterations and/or improvements shall be done to the satisfaction of the City.
- E. Any alterations or improvements approved by the City shall become the property of the City upon fixation.
- F. The Operator shall obtain all necessary governmental permits needed to accomplish the approved alterations or improvements and shall submit copies of same to the City prior to commencing any construction on the Premises. The Operator shall further report to the City in writing on the first day of each month on a month-to-month basis regarding the status of all necessary permit applications and approvals.
- G. The Operator shall, over the Term of the Agreement, make all alterations and improvements as specified above.
- H. The Operator shall maintain records on the costs of alterations and improvements and shall make such records available to the City for audit.

9. OPERATOR COMPENSATION

- 9.1 Base Management Fee - During Year 1 of the Agreement, the City shall pay the Operator a base management fee of \$80,000 dollars in 12 equal payments on a monthly basis (\$6,666.67) per month; provided, however, that the monthly payment for the month of the Effective Date shall be made pro rata based upon the number of days remaining in the month including and after the Effective Date. In accordance with Section 10.3, the City shall pay the prior month's Monthly Fee on the Tuesday following the 2nd Monday. Beginning in year 2, the fee shall be adjusted annually by the CPI-U West Region for August reporting.
- 9.2 Accounting Service Fee – During Year 1 of the Agreement, the City shall pay the Operator, a fee of \$2,000 per month for accounting services performed at the Operator's corporate offices, to include, but not be limited to financial reporting, budgeting, accounts payable process, preparation of financial statements, etc. Beginning in year 2, the fee shall be adjusted annually by the CPI-U West Region for August reporting.

10. FINANCIAL & ACCOUNTING PROCEDURES

- 10.1 **Bank Account** - The Operator shall establish and maintain a bank account at a bank designated by the City ("Operating Bank Account") for the purposes of accepting deposits and paying Operating Cost under this Agreement. The funds in this account are the property of the City.
- A. All revenues from the Premises are the property of the City and not part of the fees or consideration paid to the Operator and shall be deposited into the Operator's Bank Account daily. No deposits of revenues may be made into any other bank account for any purpose or under any circumstances.
 - B. The Operator shall deposit daily all cash, check, and debit and credit card receipts into the Bank Account.
 - C. The Operator shall establish a budget approved by the City. The budget shall provide a level of detail that shall allow the City to summarize the data to provide its own financial analysis. The budget shall provide an Operating Income amount (see 10.3). Among other detail, the budget shall segregate Operating and Capital Expenditures by cost centers.
 - D. The Operator shall make disbursements from the Operator's operating bank account consistent with the approved budget and submit documented receipt information to the City for reimbursement.
- 10.2 **Revenue Reporting** - The Operator shall provide to the City reports of the deposits made to the Bank Account. Information shall be from the point of sale system with sufficient detail to allow the City to forecast and track revenue and deposits. After review, the City may request additional reports that detail previous transactions.
- 10.3 **Operating Bank Account** – The operating account shall be prefunded in an amount equal to highest month of total budgeted expenditures in advance of the beginning of the contract. On January 1st and July 1st of each year, any cumulative Operating Income in excess of what is needed to operate the course shall be distributed to the City.

11. BUSINESS RECORDS

- 11.1 **Types of Records** - The Operator shall maintain a method of accounting for all the revenues and expenses in connection with the operation of the Premises, which method shall be acceptable to the City and which shall correctly and accurately reflect the gross receipts and disbursements received or made by the Operator from the operation of the Premises. The Operator shall establish and implement adequate internal controls for this operation as required by the City and/or the State Auditor's Office. The method of accounting, including bank accounts, established for the operation shall be separate from the accounting system used for any other business operated by the Operator. Such method shall include the keeping of the following records and documents:
- A. Regular books of account such as general ledgers;
 - B. Journals, including any supporting and underlying documents, such as vouchers, checks, tickets, and bank statements;

- C. Checks and other documents proving payment of sums shown;
 - D. Cash register tapes or computerized records for the identification of day-to-day sales;
 - E. Logs showing the dates and times of greens usage, Golf Lessons, and other activities at the Golf Course and on the Premises, as mutually agreed by the City and the Operator; and
 - F. Any other accounting records that the City, in its sole discretion, deems necessary for proper reporting of receipts.
- 11.2 Audit of Records - All documents, books, and accounting records kept by the Operator pursuant to this Article shall be open for inspection by the City at any reasonable time during the Term of this Agreement and for at least three (3) years thereafter, unless a longer period of time is required under state law. All books and records shall be turned over to the City after three (3) years for retention in the City's archives, unless a shorter period of time is required under state law. In addition, the City or its authorized representative may, from time to time, conduct an audit of the books of the operation of the Premises and observe the operation of the business. The City shall use its best efforts to minimize interruption of the normal operation of the Premises during any inspection or audit performed pursuant to the provisions of this Section. The City and the Operator shall independently conduct and jointly conduct "surprise" cash and inventory audits as each deems appropriate. The results of the audits shall be documented in a written report, a copy of which shall be given to both parties.
- 11.3 Annual Financial Statements - The City may require the Operator to submit to the City audited financial statements for the operation of the Premises, including a copy of the applicable audited statement of gross receipts and the audit management letter, within one hundred twenty (120) days of the close of any or all Operating Years during the Term of this Agreement. If requested, the audit shall be performed by an independent certified public accountant designated by the City and the cost of the audit shall be included as an Operating Cost.
- 11.4 Public Records - All information obtained in connection with the City's inspections of the records or audits may be or become subject to public inspection and/or reproduction as public records.

12. INSURANCE & INDEMNITY

- 12.1 Operator shall provide insurance coverage as follows:
- A. The Operator shall provide the following minimum insurance:
 - 1) Commercial General Liability Insurance - The Operator shall obtain and file with the City a certified copy of a valid Commercial General Liability Insurance Policy which shall be approved by the City as to form and coverage, and which policy shall fully protect the City from any and all claims and risks in connection with the Operator's activity upon or use or occupation of the Premises, as well as any and all claims and risks in connection with any

activity performed by the Operator by virtue of the rights granted pursuant to this Agreement. Such policy shall specifically name the City as an additional insured party thereunder and be primary and non-contributory coverage over any and all insurance coverage the City may carry.

The policy shall provide the following minimum coverage:

Minimum Coverage: Commercial General Liability

Minimum Limits: \$2,000,000 per occurrence

Said coverage shall include or shall be endorsed to include personal injury, contractual liability, products and completed operations, and liquor liability; said policy shall cover any injury, death, damage, and/or loss of any sort sustained by any person, organization, or corporation (including the Operator and any of the Operator's employees and/or agents) in connection with any activity upon or use or occupation of the Premises, and for any activity performed by the Operator by virtue of the rights granted pursuant to this Agreement; provided that the City may raise said minimum limits declaring such increase necessary to adequately protect the City.

- 2) Commercial Crime Insurance - The Operator shall obtain and keep in full force and effect, during the Term of this Agreement, a commercial crime insurance policy in the amount of \$250,000 per occurrence for employee dishonesty and coverage for theft, disappearance, and destruction of or to monies or funds of, in, or at the Premises and shall name the City on said policy as a Loss Payee or Third Party Beneficiary.
 - 3) Business Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto.
 - 4) Stop Gap/Employers Liability coverage with limits not less than \$1,000,000 per accident/disease.
 - 5) Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Montana.
 - 6) Umbrella or Excess Liability coverage with a limit of not less than \$5,000,000.
- B. Self-Insured Retentions - Self-insured retentions shall be declared to and approved by the City.
- C. Other Provisions
- 1) Said insurance policies shall be maintained in full force and effect throughout the entire Term of this Agreement and such policies or endorsements thereto shall contain the following provisions:
 - a. The City, its officials, employees, and volunteers shall be named as an additional insured on the Operator's Commercial General Liability policy

and as a Loss Payee or Third Party Beneficiary on the Operator's Commercial Crime Insurance policy.

- b. The coverage provided by these policies to the City or any other named insured shall not be terminated, reduced, or otherwise changed in any respect without providing at least sixty (60) days written notice to the City.
- 2) Said liability insurance is to be reviewed annually by the City to determine the adequacy of liability limits, which may be increased upon demand.
- D. Acceptability of Insurers - Insurance shall be placed with insurers with a rating acceptable to the City.
 - E. Verification of Coverage - The Operator shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Operator. The certificates and endorsements are to be received and approved by the City before any work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
 - F. Subcontractors - The Operator shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Operator.

Notwithstanding any other provisions of this Agreement, the failure of the Operator to comply with the above provisions of this Section shall subject this Agreement to immediate termination without notice to any party in order to protect the public interest.

12.2 Indemnification.

- A. The Operator shall protect, defend, indemnify, and save harmless the City, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent or intentional acts or omissions of the Operator. The Operator agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. In the event the City incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this Article, all such fees, expenses, and costs shall be recoverable from the Operator.
- B. Subject to the limitations set forth in Mont. Code Ann. §2-9-108, the City shall protect, defend, indemnify, and save harmless the Operator, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent or intentional acts or omissions of the City. The City agrees that its obligations under this subparagraph extend to any

claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. In the event the Operator incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this Article, all such fees, expenses, and costs shall be recoverable from the City.

- C. Except as described above, the City, its employees, and agents shall not be liable for any injury or death to any person(s) or for damage to any property, regardless of how such injury, death, or damage be caused, sustained, or alleged to have been sustained by the Operator or others as a result of any of the following:
- 1) Any condition including existing or future defects in the Premises, excluding latent defects in the Premises;
 - 2) Any occurrence whatsoever arising from or related in any way to the Premises, the Operator's use and occupancy of the Premises, or the Operator's use of property adjacent thereto.
- D. The indemnification set forth in this Article shall survive the termination of this Agreement.

- 12.3 Unusability - In the event that the Premises or a substantial portion thereof are rendered unusable by fire, earthquake, act of war, or other extraordinary casualty destroying or damaging the Premises, either party may terminate this Agreement by giving notice to the other party within thirty (30) days after such conditions are discovered. Neither party shall be required to restore or reconstruct the Premises.

13. REPRESENTATIONS & WARRANTIES

- 13.1 Organization and Authority - As of the date of this Agreement and thereafter, the Operator hereby represents and warrants that: (a) it is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of California and is qualified to do business in all other states where necessary in light of its business or properties and has all requisite power and authority to conduct its business and own its properties; (b) it has all necessary power and authority to execute, deliver, and perform its obligations under this Agreement; (c) the execution, delivery, and performance by the Operator under this Agreement has been duly authorized by all necessary action and this Agreement has been duly and validly executed and delivered by the Operator; and (d) this Agreement constitutes the legal, valid, and binding obligation of the Operator and is enforceable against the Operator in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or moratorium or other similar laws relating to the rights of creditors generally.
- 13.2 No Conflict - As of the Effective Date and thereafter for the Term of this Agreement, the Operator hereby represents and warrants that the execution, delivery, and performance by the Operator of this Agreement does not and shall not: (a) conflict with or violate any provision of its articles of incorporation or bylaws; (b) result in a material breach or violation of any term or provision of, or constitute a material default under, any material agreement or instrument to which the Operator is a party or by which the Operator or any

of its assets are bound; or (c) contravene or constitute a material default under any provision of applicable law or regulation.

- 13.3 Survival of Representations and Warranties - The representations and warranties set forth by the Operator in this Article 13 shall survive the date of this Agreement and shall terminate only upon the fifth anniversary of the date of termination of this Agreement.

14. NOTICE

- 14.1 Notice. All notices, requests, demands, consents, and other communications required or permitted to be given by this Agreement shall be in writing and personally delivered or placed in the United States mail, properly addressed and with full postage prepaid, certified and return receipt requested. Such notices shall be deemed received at the earlier of (a) the date actually received, or (b) 5 business days after such mailing. Such notices shall be sent to the parties at the following addresses, unless other addresses are furnished by appropriate notice:

If to the City, to:

City of Great Falls
 City Manager Greg Doyon
 P.O. Box 5021
 Great Falls, Montana 59403

If to the Operator, to:

Great Falls Golf, LLC
 Michael Sharp
 1039B North McDowell Blvd.
 Petaluma, Ca 94954

15. MISCELLANEOUS

- 15.1 Entire Agreement - This Agreement and the documents expressly referred to herein constitute the entire agreement among the parties with respect to the subject matter hereof and supersede any prior agreement or understanding among the parties with respect to such subject matter.
- 15.2 Severability - If any provision of this Agreement or the application of such provision to any party or circumstance shall be invalid, the remainder of this Agreement or the application of such provision to other parties or circumstances shall not be affected thereby.
- 15.3 Liens and Encumbrances - The Operator shall keep the Premises free and clear of any liens and encumbrances arising or growing out of its use and occupancy of the Premises. At the City's request, the Operator shall furnish the City written proof of payment of any item which would or might constitute the basis for such a lien on the Premises, if not paid.

15.4 Termination for Public Convenience - Notwithstanding any other provision of this Agreement, but in no event before June 30, 2020, the City, may terminate this Agreement in whole or in part whenever the City determines, in its sole discretion, that such termination is in the interests of the City. Whenever this Agreement is terminated in accordance with this paragraph, the Operator shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work shall be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. The City shall assume any leases entered into for its benefit and shall retain the goods and services associated with these leases. Termination of this Agreement by the City at any time during the Term, whether for default or convenience, shall not constitute a breach of contract by the City.

15.5 Termination for Default - If the Operator defaults by failing to perform any of the obligations of this Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, and said default, insolvency, bankruptcy or assignment is not cured within ten (10) days after written notice is provided to the Operator, the City, may, by depositing written notice to the Operator in the U.S. mail, postage prepaid, terminate this Agreement, and at the City's option, obtain performance of the work elsewhere. If this Agreement is terminated for default, the Operator shall not be entitled to receive any further payments under this Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Operator. The Operator shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Operator was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

15.6 Waiver - No action other than a written document from the City Manager so stating shall constitute a waiver by the City of any breach or default by the Operator nor shall such a document waive the Operator's full compliance with the terms and conditions of the Agreement, irrespective of any knowledge the City may have of such breach, default, or noncompliance. The City's failure to insist upon full performance of any provision of this Agreement shall not be deemed consent to or acceptance of such incomplete performance in the future.

No waiver of any breach or default shall constitute or be construed as a waiver of any subsequent like breach or default.

15.7 Mediation Clause - Whenever the City and the Operator have a dispute as to any of the terms of this Agreement, and whenever the City or Operator has a dispute as to whether the requirements of the Agreement are being reasonably performed, the City or Operator may demand that the issue be mediated with both entities equally sharing the mediator's fees and costs.

In that event, the City shall select the mediator. Nothing in this paragraph shall be deemed to limit or impair any legal remedies otherwise available to the parties.

- 15.8 Time - If the last day for performance of any of the provisions of this Agreement, during a stated period of days, shall fall upon a Saturday, Sunday, or holiday observed by either party, the final day for performance shall be the following weekday on which both parties would customarily be open for the conduct of business.
- 15.9 Assignment of Agreement - The Operator shall not assign or transfer this Agreement nor otherwise convey any right or privilege granted hereunder regarding any part of the Premises unless the Operator first obtains the written consent of the City. Neither this Agreement nor any right, privilege, or interest therein or thereunder shall be transferable by operation of law or by any process or proceeding of any court.
- 15.10 Counterparts - This Agreement may be executed in one or more counterparts, all of which shall constitute one in the same instrument.
- 15.11 Headings - The article and section headings in this Agreement are for convenience of reference only, and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.
- 15.12 Applicable Law; Venue; Attorneys' Fees - This Agreement shall be governed by and construed in accordance with the laws of the State of Montana. In the event any suit, mediation, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Cascade County, Montana. Unless otherwise stated in this Agreement, the prevailing party in any such action shall be entitled to its attorneys' (including but not limited to City Attorney) fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.
- 15.13 Amendment - This Agreement shall not be modified or amended except by a written agreement executed by both of the parties.
- 15.14 Further Actions - Each party shall execute and deliver such other certificates, agreements, and documents, and take such other actions as may reasonably be required to carry out the provisions or the intent of this Agreement.
- 15.15 Ownership and Use of Documents - Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other products or materials produced by the Operator in connection with the services provided to the City, shall be the property of the City whether the project for which they are made is executed or not. All such documents, products, and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products, and materials prepared by the Operator are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Operator harmless for such use, subject to the limitations set forth in Mont. Code Ann. §2-9-108.

All services performed under this Agreement shall be conducted solely for the benefit of the City and shall not be used for any other purpose without written consent of the City.

Any information relating to the services shall not be released to the news media or any other source without the written permission of the City.

The Operator shall preserve the confidentiality of all confidential City documents and data accessed for use in the Operator's work product. Breach of confidentiality by the Operator shall be grounds for immediate termination.

The Operator recognizes that this Agreement involves interaction with a public entity. Any oral or written information provided to the City by Operator may be subject to public inspection under Montana or other applicable law and may be subject to records retention laws. If a request for Operator's information is made, City will notify Operator of such request. If Operator intends to claim that any such requested documentation is "Confidential Information" or confidential, proprietary, or trade secret information as identified in Mont. Code Ann. §30-14-402, or otherwise under applicable law, it will be required to take any and all steps necessary, including court action, to establish that the information is not subject to public disclosure.

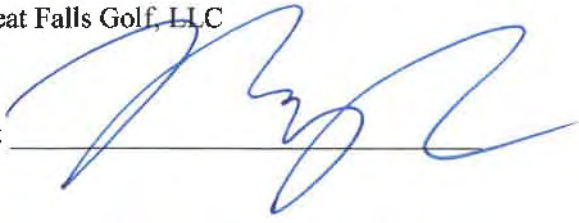
- 15.16 Independent Operator - The Operator and the City agree that the Operator is an independent operator with respect to the services provided pursuant to this Agreement. The Operator shall be solely responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Operator or any employee of the Operator.

- 15.17 Policies and Procedures to be Provided by the Operator - Prior to the Effective Date, the Operator shall provide to the City for City comment and approval written and detailed policies and procedures regarding management, operation, and maintenance of the Premises. Such materials shall include but not be limited to a Pro Shop manual, maintenance specifications, custodial responsibilities, and an employee handbook. The Operator agrees that such policies and procedures shall contain a drug testing policy allowed under applicable law with respect to the Operator's employees, and that said drug testing policy shall be subject to City approval.

DATED this 10th day of January 2019

Great Falls Golf, LLC

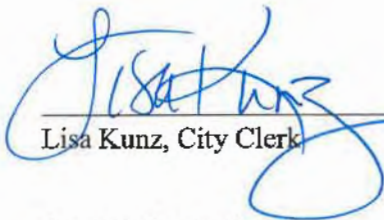
By: 

Title: C.E.O. President
Michael Sharp

City of Great Falls

By: 
Gregory T. Doyon
Title: City Manager

ATTEST



Lisa Kunz, City Clerk



Approved as to form*:

By: 

Sara R. Sexe, City Attorney

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




Anaconda Hills Golf Course

EXHIBIT A 1 of 2




Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, IGN, and the GIS User Community

 Anaconda Hills Golf Course

0 175 350 700 Feet

12/18/2018






Eagle Falls Golf Course

EXHIBIT A 2 of 2




Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNR, and the GIS User Community

 Eagle Falls Golf Course

0 155 310 620 Feet

12/18/2018



**Great Falls Pro Forma
Year 1 Pro Forma
Updated 10.22.18**

	<u>Eagle Falls</u>	<u>Anaconda</u>	<u>Combined</u>
Public	11,485	7,657	19,142
Pass Holders	16,681	11,121	27,802
Total	28,166	18,778	46,944
REVENUE			
Green Fee	\$ 239,796	\$ 201,226	\$ 441,022
<i>Average per Round - Total</i>	<i>\$20.88</i>	<i>\$26.28</i>	<i>\$23.04</i>
Cart Fee	\$ 157,425	\$ 151,600	\$ 309,025
<i>Average per Round - Total</i>	<i>\$5.59</i>	<i>\$8.07</i>	<i>\$6.58</i>
Membership	\$ 238,896	\$ 132,138	\$ 371,034
<i>Average per Round - Total</i>	<i>\$14.32</i>	<i>\$11.88</i>	<i>\$13.35</i>
Merchandise Sales	\$ 32,954	\$ 16,712	\$ 49,666
<i>Average per Round - Total</i>	<i>\$ 1.17</i>	<i>\$ 0.89</i>	<i>\$ 1.06</i>
Food & Beverage	\$ 183,079	\$ 51,640	\$ 234,719
<i>Average per Round - Total</i>	<i>\$6.50</i>	<i>\$2.75</i>	<i>\$5.00</i>
Driving Range	\$ 19,716	\$ 18,966	\$ 38,682
<i>Average per Round - Total</i>	<i>\$0.70</i>	<i>\$1.01</i>	<i>\$0.82</i>
Lessons	\$ 14,000	\$ 10,000	\$ 24,000
<i>Average per Round - Total</i>			
Other Miscellaneous Rev	\$ 23,941	\$ 1,690	\$ 25,631
GROSS OPERATING REVENUE	\$ 909,807	\$ 583,972	\$ 1,493,779
<i>Average per Round - Total</i>			
COST OF GOODS SOLD			
Merchandise	\$ 23,068	\$ 11,698	\$ 34,766
Lessons	\$ 9,800	\$ 7,000	\$ 16,800
Food & Beverage	\$ 64,078	\$ 18,074	\$ 82,152
Total Cost of Goods Sold	\$ 96,945	\$ 36,772	\$ 133,718
NET OPERATING REVENUE	\$ 812,862	\$ 547,200	\$ 1,360,061
OPERATING EXPENSES			
<u>General & Administrative</u>			
Labor Wages/Salaries	\$ 33,102	\$ 33,102	\$ 66,204
Personnel Expenses - Taxes, Benefit	\$ 14,386	\$ 14,386	\$ 28,772
Non Labor Costs	\$ 64,797	\$ 46,386	\$ 111,183
Equipment Lease	\$ 1,800	\$ 1,800	\$ 3,600
Subtotal	\$ 114,085	\$ 95,674	\$ 209,759

Golf Operations

Labor Wages/Salaries	\$ 72,820	\$ 63,620	\$ 136,440
Personnel Expenses - Taxes, Benefi	\$ 14,320	\$ 12,318	\$ 26,638
Non Labor Costs	\$ 18,338	\$ 18,338	\$ 36,676
Equipment Lease	\$ -	\$ -	\$ -
Subtotal	\$105,478	\$ 94,276	\$ 199,754

Course Maintenance

Labor Wages/Salaries	\$ 169,892	\$ 153,172	\$ 323,064
Personnel Expenses - Taxes, Benefi	\$ 43,550	\$ 40,541	\$ 84,091
Non Labor Costs	\$ 104,950	\$ 85,150	\$ 190,100
Water	\$ -	\$ -	\$ -
Equipment Lease	\$ -	\$ -	\$ -
Subtotal	\$318,392	\$ 278,863	\$ 597,255

Food & Beverage

Labor Wages/Salaries	\$ 55,280	\$ 16,150	\$ 71,430
Personnel Expenses - Taxes, Benefi	\$ 9,950	\$ 2,907	\$ 12,857
Non Labor Costs	\$ 31,600	\$ 10,100	\$ 41,700
Equipment Lease	\$ -	\$ -	\$ -
Subtotal	\$ 96,830	\$ 29,157	\$ 125,987

Total Operating Expense **\$634,785** **\$497,970** **\$1,132,755**

NOI Before Mgmt. Fee **\$178,077** **\$ 49,230** **\$ 227,306**

Management Fees/Rents

Fixed			\$ 80,000
Accounting			\$ 24,000
Total Management Fees/Rents	\$ -	\$ -	\$ 104,000

NOI After Mgmt. Fee **\$178,077** **\$ 49,230** **\$ 123,306**

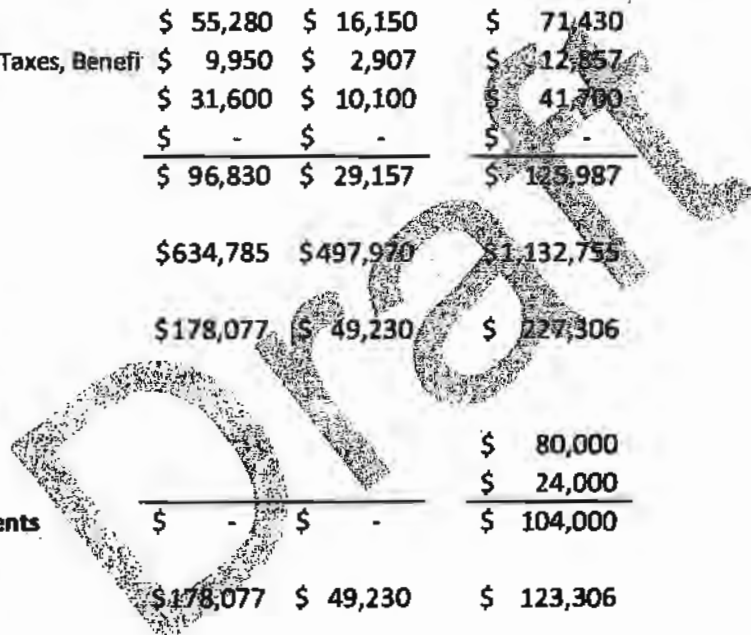


EXHIBIT Y

Golf Inventory of Assets and Golf Carts

Unit	Serial Number	Make	Model	Asset Number
15	SL1745-831193	Club Car	Golf Cart	N/A
12	SL1745-831092	Club Car	Golf Cart	N/A
69	PR1337-318100	Club Car	Golf Cart	N/A
13	SL1745-831093	Club Car	Golf Cart	N/A
34	PR1337-397986	Club Car	Golf Cart	N/A
68	PR1337-398096	Club Car	Golf Cart	N/A
20	SL1745-831168	Club Car	Golf Cart	N/A
70	PR1337-368103	Club Car	Golf Cart	N/A
9	SL1745-831088	Club Car	Golf Cart	N/A
11	SL1745-831091	Club Car	Golf Cart	N/A
40	PR1337-398090	Club Car	Golf Cart	N/A
3	SL1745-831081	Club Car	Golf Cart	N/A
26	PR1337-397968	Club Car	Golf Cart	N/A
30	SL1807-850842	Club Car	Golf Cart	N/A
33	PR1337-397983	Club Car	Golf Cart	N/A
6	SL1745-831084	Club Car	Golf Cart	N/A
21	SL1745-831169	Club Car	Golf Cart	N/A
26	SL1807-850801	Club Car	Golf Cart	N/A
28	PR1337-397974	Club Car	Golf Cart	N/A
10	SL1745-831090	Club Car	Golf Cart	N/A
27	PR1337-397970	Club Car	Golf Cart	N/A
17	SL1745-831108	Club Car	Golf Cart	N/A
22	PR1337-397966	Club Car	Golf Cart	N/A
19	SL1745-831166	Club Car	Golf Cart	N/A
39	PR1337-368089	Club Car	Golf Cart	N/A
5	SL1745-831083	Club Car	Golf Cart	N/A
2	SL1745-831080	Club Car	Golf Cart	N/A
31	PR1337-397978	Club Car	Golf Cart	N/A
1	SL1745-831078	Club Car	Golf Cart	N/A
39	SL1807-850899	Club Car	Golf Cart	N/A
4	SL1745-831082	Club Car	Golf Cart	N/A
37	PR1337-398087	Club Car	Golf Cart	N/A
43	SL1807-850908	Club Car	Golf Cart	N/A
8	SL1745-831087	Club Car	Golf Cart	N/A
16	SL1745-831105	Club Car	Golf Cart	N/A

7	SL1745-831086	Club Car	Golf Cart	N/A
67	PR1337-398094	Club Car	Golf Cart	N/A
18	SL1745-831110	Club Car	Golf Cart	N/A
14	SL1745-831094	Club Car	Golf Cart	N/A
41	SL1807-850904	Club Car	Golf Cart	N/A
40	SL1807-850902	Club Car	Golf Cart	N/A
42	SL1807-850907	Club Car	Golf Cart	N/A
24	SL1745-831172	Club Car	Golf Cart	N/A
34	SL1807-850858	Club Car	Golf Cart	N/A
37	SL1807-850865	Club Car	Golf Cart	N/A
47	SL1807-850929	Club Car	Golf Cart	N/A
44	SL1807-850926	Club Car	Golf Cart	N/A
22	SL1745-831170	Club Car	Golf Cart	N/A
23	SL1745-831171	Club Car	Golf Cart	N/A
52	SL1807-850944	Club Car	Golf Cart	N/A
32	SL1807-850854	Club Car	Golf Cart	N/A
27	SL1807-850803	Club Car	Golf Cart	N/A
46	SL1807-850928	Club Car	Golf Cart	N/A
50	SL1807-850942	Club Car	Golf Cart	N/A
45	SL1807-850927	Club Car	Golf Cart	N/A
36	SL1807-850884	Club Car	Golf Cart	N/A
38	SL1807-850887	Club Car	Golf Cart	N/A
25	SL1745-831174	Club Car	Golf Cart	N/A
28	SL1807-850805	Club Car	Golf Cart	N/A
31	SL1807-850852	Club Car	Golf Cart	N/A
29	SL1807-850808	Club Car	Golf Cart	N/A
33	SL1807-850856	Club Car	Golf Cart	N/A
48	SL1807-850930	Club Car	Golf Cart	N/A
49	SL1807-850931	Club Car	Golf Cart	N/A
35	SL1807-850861	Club Car	Golf Cart	N/A
51	SL1807-850943	Club Car	Golf Cart	N/A
21	JW8-108959	Yamaha	Golf Cart	N/A
18	JW8-108978	Yamaha	Golf Cart	N/A
17	JW8-108973	Yamaha	Golf Cart	N/A
14	JW8-108964	Yamaha	Golf Cart	N/A
30	JW8-108974	Yamaha	Golf Cart	N/A
23	JW8-108977	Yamaha	Golf Cart	N/A

19	JW8-108968	Yamaha	Golf Cart		N/A
65	JW8-108958	Yamaha	Golf Cart		N/A
51	JW8-108863	Yamaha	Golf Cart		N/A
53	JW8-108966	Yamaha	Golf Cart		N/A
305	1FTNF205X8EB95390	Ford	F250		3672
313	1GCCE14H5REL175900	Chevrolet	F150		1760
316	1FTRF12WX7NA79753	Ford	EXPRESS DUAL ANGLE MASTER BED KNIF GRINDER		3674
	AM2000-10961		EXPRESS DUAL 2000 REEL GRINDER		2475-0000
	ED2000-10958		SOIL RELIEVER-SOUTHERN GREEN W/HYDRAULIC SYSTEM		2478-0000
	4980709		TV-CROP VEHICLE MOUNTED PROPASS 180 TOP DRESSER		2517-0000
AC-19					3677-0000
SC-3	735465	John Deere	UNIT SC 3 1991 JOHN DEERE 3-WHEEL TRACTOR 2155 EQ# 369		0768-0000
SC-6		Cushman	UNIT SC 6 1993 CUSHMAN WORK CART 530 EQ# 478		1714-0000
AC-13	94004268	Cushman	UNIT AC 13 1994 CUSHMAN AERATOR-GA60 TRILER EQ# 566		1975-0000
SC-11	07200-40741	Toro	UNIT SC 11 WORKCART 1995 TORO 3200		1984-0000
AC-14	311001131	Toro	UNIT AC 14 2011 TORO GREENS MOWER 3150		4039-0000
AC-9	07200-40291	Toro	UNIT AC 9 1994 TORO WORKCART WORKMASTER 3200		3980-0001
SC-4	M00425A043221	John Deere	UNIT SC 4 1996 JOHN DEERE 425 LAWN & GARDEN W/60"		2260-0000
AC-12	898630A-86007644	Cushman	UNIT AC 12 1996 CUSHMAN TURF-TRUCKSTER EQ# 656		2322-0000
AC-21	TC3235A050019	John Deere	UNIT AC 21 98 JOHN DEERE TWGT FAIRWAY MOWER 3235A EQ# 710		2446-0000
SC-20	69116-4252	Jacobsen	UNIT SC 20 98 JACOBSEN ROTARY ROUGH MOWER EQ#713		2451-0000
SC-17	898716	Turco	UNIT SC 17 98 TURCO F120 TOP DRESSER 85423 EQ#715		2462-0000
SC-18		Jacobsen	UNIT SC 18 98 JACOBSEN VA2487560 GRN AERAT EQ#716		2464-0000
SC-16	90811	Toro	UNIT SC 16 1999 TORO 2 WHEEL DRIVE FRONT DECK MOWER		2664-0000
AC-1	30795-200000112	Toro	UNIT AC 1 1999 TORO GROUNDMASTER 4 WHEEL DRIVE FRONT DECK MOWER		2665-0000
AC-8	04354-200000604	Toro	UNIT AC 8 2000 TORO MOWERS EQ# 770		2666-0000
SC-26	03550-200000156	Toro	UNIT SC 26 2000 TORO DRIVE LIGHT FAIRWAY MOWER EQ# 789		2700-0000
PM-36	654112	Ditch Witch	UNIT PM 36 1983 DITCH WITCH MODEL 6510 EQ#821		2810-0000
SC-12	898658-3188823	Cushman	UNIT SC 12 2001 CUSHMAN TURF TRUCKSTER WORKCART EQ# 824		2826-0000
AC-15	LM4278	Cushman	UNIT AC 15 2001 CUSHMAN TURF TRUCKSTER WORKCART EQ#825		2827-0000
AC-4	1418564	EZ GO	UNIT AC 4 2002 EZ GO WORKHORSE 1200 G EQ# 856		2956-0000
SC-30	62288-00002986	Jacobsen	UNIT SC 30 2003 JACOBSEN GREENSKING IV		3164-0000
SC-31	62288-00003316	Jacobsen	UNIT SC 31 2003 JACOBSEN GREENSKING IV		3165-0000
AC-18	62288-00003403	Jacobsen	UNIT AC 18 2003 JABOBSEN GREENSKING IV		3177-0000
AC-17	62288-00003400	Jacobsen	UNIT AC 17 2003 JACOBSEN GREENSKING IV		3178-0000
SC-5	2139290	Cushman	UNIT SC 5 2004 CUSHMAN PTO CART		3343-0000
AC-19	2227538	Cushman	UNIT AC 19 2004 CUSHMAN PTO CART		3344-0000

MSC-1	JU5000751	Yamaha	UNIT MSC 1 2005 YAMAHA UMAX WORKCARTS	3414-0000		5079
SC-19	4845	Smithco	UNIT SC 19 2004 SMITHCO SUPER STAR BUNKER RAKE	3430-0000		
AC-22	TC3225C020046	John Deere	UNIT AC 22 2005 JOHN DEERE FAIRWAY MOWER	3441-0000		
AC-23	TC3225C020070	John Deere	UNIT AC 23 2005 JOHN DEERE FAIRWAY MOWER	3442-0000		
SC-2	03660-280000368	Toro	UNIT SC 2 2008 TORO REELMASTER 5210 FAIRWAY MOWER	3768-0000		
AC-5	30412-290000310	Toro	UNIT AC 5 2009 TORO 4000D ROTARY ROUGH MOWER	3864-0000		
SC-1	30448-310000428	Toro	UNIT SC 1 2010 TORO GROUNDMASTER 4000 LAWN MOWER EQ# 1103	3955-0000		
SC-11	41196-310000366	Toro	UNIT SC 11 TORO 2010 1250 SPRAYER WORKCART	3971-0000		
SC-9	04357-311001151	Toro	UNIT SC 9 2011 TORO GREENS MOWER 3150Q	4038-0000		
AC-10	311001155	Toro	UNIT AC 10 2010 TORO GREEN MOWER 3150Q EQ# 1149	4040-0000		
SC-25	04357-311001299	Toro	UNIT SC 25 2011 TORO GREEN MOWER 3150 EQ# 1152	4041-0000		
SC-24	298742	Turfco	UNIT SC 24 1992 TURFCO SOD MASTER EQ# 511	1752-0000		5077
SC-8	03670N-313000155	Toro	UNIT SC 8 2013 TORO REELMASTER 5410 EQ# 1188			5078
SC-28	07273-313000185	Toro	UNIT SC 28 2013 TORO WORKMAN MDX EQ# 1190			
AC-7	04510-312000502	Toro	UNIT AC 7 2013 TORO GREENSMaster 3300 TRIPLEX EQ# 781			

Draft

EXTENSION OF ANACONDA HILLS GOLF COURSE AND EAGLE FALLS GOLF CLUB MANAGEMENT AGREEMENT

THIS AGREEMENT is entered into as of this 21 day of September, 2021, by and between the City of Great Falls, a Municipal Corporation, hereinafter referred to as "CITY," CourseCo, Inc. d/b/a Great Falls Golf, LLC, hereinafter referred to as "OPERATOR," and agree as follows:

1. The CITY and OPERATOR entered into a Management Agreement, approved by the City Commission at its December 18, 2018 meeting, regarding management of the Eagle Falls and Anaconda Hills Golf Courses, hereafter referred to as the "Management Agreement", and Management Agreement Addendum No. 1, approved by the Commission at its August 20, 2019 meeting; and
2. The Management Agreement, at Section 4.2, contained an Option to Renew the Management Agreement for a three year term, beginning February 1, 2022 and ending at January 31, 2025, upon agreement of the parties at least one hundred twenty day prior to the expiration of the initial Term; and
3. The CITY and OPERATOR desire to extend the Management Agreement under the same terms and conditions upon expiration of the initial Term ending January 31, 2022; and
4. All other conditions and provisions of the Management Agreement and Addendum No. 1 remain in full force and effect, and are hereby ratified and affirmed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.


COURSECO, INC. D/B/A GREAT FALLS GOLF, LLC



By: Michael Sharp

Its: President and CEO

CITY OF GREAT FALLS, MONTANA



Greg Doyon, City Manager

ATTEST



Lisa Kunz, City Clerk



By: 

Sara R. Sexe, City Attorney*

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