



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
March 21, 2023
7:00 PM**

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

Public participation is welcome in the following ways:

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

Prevention of Cruelty to Animals Month

COMMUNITY INITIATIVES

1. Community Health Update from City County Health Department.

PETITIONS AND COMMUNICATIONS

2. Miscellaneous reports and announcements.

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

NEIGHBORHOOD COUNCILS

3. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

4. Miscellaneous reports and announcements from Boards and Commissions.

CITY MANAGER

5. Miscellaneous reports and announcements from City Manager.

CONSENT AGENDA

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

- [6.](#) Minutes, March 7, 2023, City Commission Meeting.
- [7.](#) Total Expenditures of \$3,190,524 for the period of February 14, 2023 through March 8, 2023, to include claims over \$25,000, in the amount of \$2,678,554.
- [8.](#) Contracts List.
- [9.](#) ARPA Sub-Award Grant Agreement List as approved by the City Commission at its December 6, 2022 meeting - Agenda Item 22.
- [10.](#) Approve a Professional Services Agreement in the amount of \$107,460 with WWC Engineering, Inc. for the Missouri River Bank Stabilization Phase 2 Project, and authorize the City Manager to execute the professional services agreement.
- [11.](#) Award a contract in the amount of \$858,950 to Planned and Engineered Construction Inc., for the Sanitary Sewer Trenchless Rehabilitation Phase 25, and authorize the City Manager to execute the necessary documents.
- [12.](#) Award the contract in the amount of \$559,386.31 to SJ Louis Construction, Inc. for the Valeria Way Storm Drain Lining and authorize the City Manager to execute the contract documents.
- [13.](#) Set a public hearing for April 4, 2023, on Resolution 10496 to establish residential and commercial sanitation service collection rates effective May 1, 2023.
- [14.](#) Postpone consideration of a bid award and contract approval for the Civic Center Partial HVAC Renovation until the April 4, 2023 Commission Meeting.
- [15.](#) Postpone consideration of a bid award and contract approval for the Civic Center Infrastructure Renovations until the April 4, 2023 Commission Meeting.

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

PUBLIC HEARINGS

- [16.](#) Request from Discovery Meadows, Inc., to vacate a portion of 50th Street North and 8th Avenue North within Cottage Grove Phase 3 Addition, consider the amended plat, rezone Lots 10-19, annex property addressed as 5123 7th Avenue North, assign zoning for annexed property and consider the Preliminary Plat of Discovery Meadows Apartments Subdivision. *Action: Conduct a joint public hearing. (Presented by Tom Micuda)*
 - I. Resolution 10499, to vacate a portion of 50th Street North and 8th Avenue North within Cottage Grove Phase 3 Addition. *Action: Adopt or deny Res. 10499.*
 - II. Amended Plat of Lots 7-19, Block 1, and Lots 7-9, Block 2, Cottage Grove Phase 3 Addition. *Action: Approve or not approve the amended plat.*

- III. Ordinance 3257, to rezone the property legally described as Lots 10-19, Block 1 and Lot 9, Block 2, Cottage Grove Phase 3 Addition from PUD, Planned Unit Development, to R-6 Multi-family High Density. *Action: Adopt or deny Ord. 3257.*
- IV. Resolution 10492, to annex property addressed as 5123 7th Avenue North and legally described as Mark 17 in the SE ¼ of Section 4, T20N, R4E, P.M.M., Cascade County, Montana. *Action: Adopt or deny Res. 10492.*
- V. Ordinance 3258, to assign R-6 Multi-family, High Density zoning for 6.58 acre property being annexed. *Action: Adopt or deny Ord. 3258.*
- VI. Preliminary Plat for Discovery Meadows Apartments subdivision. *Action: Approve or not approve the Preliminary Plat.*

OLD BUSINESS

NEW BUSINESS

17. Subsequent Minor Subdivision of the property addressed as 1329 Dixie Lane as initiated by Karl Birky. *Action: Approve or deny the Amended Plat and the accompanying Findings of Fact. (Presented by Tom Micuda)*
18. Subsequent Minor Subdivision for the property addressed as 17 3rd Street Northwest as initiated by Talcott Properties LLC. *Action: Approve or deny the Amended Plat and the accompanying Findings of Fact. (Presented by Tom Micuda)*
19. Professional Services Agreement Award for Parks & Rec Admin Building Restroom Project, *Action: Approve or not a Professional Services Agreement by LPW Architecture for the Parks & Rec Admin Building Restroom, in the amount of \$9,000.00, utilizing American Rescue Plan Act funds, and authorize or not authorize the City Manager to execute the contract documents. (Presented by Sylvia Tarman)*
20. Federal Emergency Management Agency (FEMA) Fiscal Year 2021 Assistance to Firefighters Grant (AFG). *Action: Approve or not approve a grant in the amount of \$900,454.54, and authorize or not authorize the execution of a purchase order in an amount not to exceed \$1,600,000.00 towards the purchase of a new 107' Aerial Apparatus. (Presented by Jeremy Jones)*

ORDINANCES / RESOLUTIONS

CITY COMMISSION

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

ADJOURNMENT

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

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

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

JOURNAL OF COMMISSION PROCEEDINGS
March 7, 2023

Regular City Commission Meeting

Mayor Kelly presiding
 Commission Chambers Room 206

CALL TO ORDER: 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Bob Kelly, Eric Hinebauch, Joe McKenney, Rick Tryon and Susan Wolff. Also present were Deputy City Manager Chuck Anderson, Planning and Community Development Director Craig Raymond, Finance Director Melissa Kinzler, Park and Recreation Director Steve Herrig, City Attorney David Dennis, and City Clerk Lisa Kunz.

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

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

MILITARY UPDATES

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

Colonel Dan Voorhies, Malmstrom Air Force Base, provided the following updates:

- MAFB has 14 local annual award winners that will go on to compete, and awards MAFB received so far include: medium nuclear commanding control operations unit of the year, tech modernization team of the year, best small installation level FSS, civilian and military personnel flight of the year, child and youth services flight of the year, and resource management flight of the year.
- Upcoming events include:
 - Visits from Assistant Secretary of the Air Force Hon. Alex Wagner and Chief Master Sergeant JoAnne Bass March 16-17, 2023, and 20th Air Force Commander Maj. Gen. Lutton March 19-22, 2023
 - Wing Readiness Exercise March 15, 2023
 - RISE Women's Leadership Symposium March 19-22, 2023
- A team from the USAF School of Aerospace Medicine visited MAFB last week to scope their commissioned study pertaining to reports of Non-Hodgkin lymphoma being linked to missile duty.

2. PETITIONS AND COMMUNICATIONS

Jeni Dodd, City resident, noticed that the City has not issued a proclamation for, and the Library is not celebrating, Women's History Month. She opined that the Library would rather celebrate men who impersonate women as in hosting Drag Queen Story Hour despite the Library Director's claims

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to the contrary. She inquired plans of holding the City official accountable. False information was also spread to the local media that the Library would close its doors if the levy did not pass. She opined that false information was meant to influence an election. Ms. Dodd also provided information about the history of drag going back to ancient Greece. She is appalled that the City supports the Library's discriminatory history against women with local tax dollars.

Jan Wenaas, 18 Riverwood Ln, expressed concern about rising costs of utilities, and the County, City and Library mill levies when families are already financially strapped, as well as the low participation rate by electors in special elections. She suggested that the November election or the School Board election would have encouraged more participation by the public. It is her understanding that the School Board election was not pursued resulting in the Library's special election in June, costing taxpayers an additional \$48,000. She wants all families in Cascade County to feel safe when entering the Library. Exposing children to books that are pornographic is very disturbing. The Drag Queen Story Hour was promoted and hosted in the Spring of 2021. She and others will do their best to inform the public of the facts.

Mike Scheer, City resident, referred to Agenda Item 12, and suggested the ARPA money was kept a secret during Library mill levy discussions. He suggested that the \$48,000 special election costs could have went towards the Library's internet project. He challenged the City Commission and Department Heads to be creative in everything they do in their departments to help save tax dollars. He applauded the facilities manager mentioned at the last meeting that saved the City money and suggested he be recognized for saving taxpayer dollars. He also suggested that it be made transparent and clear to voters that the Library mill levy is a charter change and will be a permanent increase. Mr. Scheer also noted that the public rarely gets answers to their questions during Commission meetings.

Mayor Kelly commented that the Commission does at times respond to comments made at the end of the meetings. He explained that a lot of times it is something that the Commission is not ready to address, or will address at a later time or have staff respond. He added that the Commission members are willing to visit with the public after the meetings.

David Saslav, City resident, commented that he took the initiative of putting together a Great Falls events page called the Electron on the KGPR public radio website. Mr. Saslav inquired if there had been any progress on updating the Growth Policy.

Mayor Kelly responded that the Commission would be addressing his inquiry.

NEIGHBORHOOD COUNCILS

3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

BOARDS AND COMMISSIONS

4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM BOARDS AND COMMISSIONS.

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None.

5. APPOINTMENT TO THE REGIONAL AIRPORT AUTHORITY BOARD.

On November 10, 2022, the City received notification from the City's appointed Board Member, Anthony Aretz, that he was appointed by the County Commission to serve as one of their board representatives as he lives outside the City limits. His term as a City representative originally ran through December 31, 2023. City staff began advertising to fill his vacancy. One application was received and the Commission interviewed Mr. Scot Kerns during a Special Work Session on January 17, 2023. At the January 17, 2023 Commission meeting, the Commission voted to not appoint Mr. Kerns at that time due to his current schedule as a legislator. The City advertised and received two applications from Ms. Terry Thompson and Ms. Lynda Morin. The Commission interviewed both applicants during a Special Work Session on March 7, 2023, just prior to this meeting.

The Airport Authority and the Airport Authority Board does not generally make recommendations on appointing or reappointing Board Members.

Commissioner Tryon moved, seconded by Commissioner McKenney, that the City Commission appoint Terry Thompson to the Great Falls Regional Airport Authority Board for the remainder of a three-year term through December 31, 2023.

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

Commissioner Wolff commented it was a pleasure to have two highly qualified individuals apply. It has been difficult to find people to give their time and expertise.

Commissioner McKenney commented that both candidates would be excellent for the position. Terry Thompson has proven herself a public servant in an elective office and still wants to serve her community.

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

Motion carried 5-0.

CITY MANAGER

6. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Deputy City Manager Chuck Anderson reported the following updates:

- Jake McKenna was hired as the new Utilities System Manager.
- Great Falls Fire Rescue (GFFR) was notified that it was awarded a FEMA Assistance to Firefighters Grant in the amount of \$900,545 to purchase a new 107' aerial apparatus and will replace the 1995 75' apparatus. GFFR is working with Public Works Central Garage and the Pierce representative to start the purchasing process to acquire the vehicle. The City

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match for the grant is 10%. The final vehicle cost with equipment will be closer to \$1.6 million dollars.

- The Planning and Community Development Director position is currently being advertised nationally.
- Tonight is Craig Raymond's last City Commission meeting and his last day with the City as the Planning and Community Development Director. Craig has been a tremendous asset to the City and a leader who will be sorely missed.

Planning and Community Development Director Craig Raymond expressed that it has been an honor to serve the community the last 12 years, and appreciated the trust and support extended to him and his amazing staff. He is proud to have been a part of some great projects. It has been a pleasure to work with the Commission that has a keen interest and desire to see new growth.

The Commission also expressed appreciation to Director Raymond for his service and extended well wishes in his new endeavors.

CONSENT AGENDA.

7. Minutes, February 21, 2023, City Commission Meeting.
8. Total Expenditures of \$2,875,532 for the period of January 31, 2023 through February 23, 2023, to include claims over \$25,000, in the amount of \$1,930,389.
9. Grants List.
10. Approve the purchase of one new Peterbilt 548 tandem axle dump truck/snow plow from Jackson Group Peterbilt of Missoula, through the governmental purchasing service cooperative Sourcewell, for a total of \$236,997.
11. Accept a grant in the amount of \$200,000 from the Montana Tourism Grant Program to do infrastructure upgrades and enhancements at the Aim High Big Sky Recreation Center. **OF 1770**
12. Approve use of American Rescue Plan Act funds in the amount of \$50,600 to pay for expenses related to the Library Broadband Expansion (**OF 1762.3**) and Animal Shelter Cattery (**OF 1673.1**) projects.

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

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

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Jeni Dodd, City resident, referred to Agenda Item 12 and noted she was in favor of approving ARPA funds for the cattery. She spoke in opposition to the award of ARPA funds for the Library, and reminded the Commission that the Library is asking for a \$1.5 million dollar levy that is an increase from 2 mills to 17 mills. Ms. Dodd concluded that the Montana State Library spending per capita lists Great Falls at \$25, not \$19, as has been previously reported.

Written comments in support of Agenda Item 12 were received from **Linda Metzger**, Cascade County resident.

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

Commissioner Tryon commented that the Library was successful in raising funds for the broadband expansion and the requested allocation will cover the “last mile” of the project.

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

Motion carried 5-0.

PUBLIC HEARINGS

13. REQUEST FROM LITTLE SHELL TRIBE OF CHIPPEWA INDIANS OF MONTANA TO ANNEX AND ESTABLISH CITY ZONING ON PROPERTY ADDRESSED AS 1301 STUCKEY ROAD.

- I. **RESOLUTION 10489, TO ANNEX TRACT 1 OF CERTIFICATE OF SURVEY NO. 5337, AND IMPROVEMENT AGREEMENT.**
- II. **ORDINANCE 3255, TO ASSIGN THE CITY ZONING CLASSIFICATION OF M-2 MIXED-USE TRANSITIONAL FOR TRACT 1 OF CERTIFICATE OF SURVEY NO. 5337 AND THE ACCOMPANYING FINDINGS OF FACT.**

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

Planning and Community Development Director Craig Raymond reported that the Little Shell Tribe of Chippewa Indians of Montana submitted an application in October to annex and establish the City zoning designation of M-2 Mixed-Use Transitional to the 3.684-acre parcel of land addressed as 1301 Stuckey Road. This specific piece of property has been an eyesore for a number of years and since the property has come under the Tribe’s ownership, it has been reclaimed to productive use. The Tribe has worked with City staff on current and future possibilities for the property. Given the context of location, surrounding uses and anticipated development, the Tribe and City staff feel that M-2 Mixed Use Transitional is appropriate. In the Official Code of the City of Great Falls (OCCGF), M-2 is defined as:

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“This district is intended to promote a transition over time to a predominately mixed-use land use pattern. Because of changing economic conditions and other factors, some current uses do not represent the highest and best use, given other more suitable areas. Current industrial uses and warehouses are not considered nonconforming. As such, current industrial uses and warehouses existing at the time this Title was adopted are allowed to expand or to be re-established, if damaged, provided development and appearance standards under the purview of the Design Review Board are met.”

The property is also adjacent to a utility system that was extended to and for the former Montana Egg facility. When utility systems are leapfrogged in this way, it is often required that adjacent property owners who may eventually connect to and benefit from these utility investments reimburse the City or other parties for a proportionate share of those costs. Such is the case with this property and development. In this specific case, the Tribe will be required to contribute \$45,487.54 towards the construction of those utilities.

Based on statutory review criteria and criteria found in the OCCGF, the proposed annexation is a fitting request, a good project and staff recommends approval of the annexation and application of M-2 zoning.

On January 5th, Neighborhood Council 3 voted to recommend approval of the proposal. On January 10, 2023, the Planning Advisory Board/Zoning Commission conducted a public hearing and voted to recommend approval of the annexation and request for M-2 zoning.

The requested action is that the City Commission conduct the public hearing and to adopt Resolution 10489 annexing the subject property and Ordinance 3255 assigning M-2 zoning to the same.

Mayor Kelly asked if the Commission members had any questions of staff. Hearing none, Mayor Kelly asked if there were any comments from the public in support of Resolution 10489 and Ordinance 3255.

Jolene Schalper, Great Falls Development Authority (GFDA), commented that GFDA is enthusiastically in support of this project.

Mayor Kelly asked if there were any comments from the public in opposition to Resolution 10489 and Ordinance 3255.

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

Commissioner Hinebauch moved, seconded by Commissioner McKenney, that the City Commission adopt Resolution 10489 to annex Tract 1 of Certificate of Survey No. 5337 and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant.

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

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Commissioner Tryon noted that the City would be reimbursed for utility extensions. There will be no additional cost to the City, and the annexation will facilitate potential future improvement to the property. This will increase the City's tax base and increase revenue. Neighborhood Council 3 also voted to support this proposal.

He concluded that there are abundant opportunities for citizens to weigh in on every issue that the City takes up from neighborhood councils and advisory boards, to Commission work sessions and meetings. The ARPA money for the Library, for example, was voted on last year. There were numerous opportunities since last April for the public to weigh in on that topic.

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

Motion carried 5-0.

Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission adopt Ordinance 3255 to assign City zoning classification of M-2 Mixed-Use Transitional for Tract 1 of Certificate of Survey No. 5337 and the accompanying Findings of Fact.

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

Commissioner McKenney inquired the difference between the County zoning designation of Commercial to City zoning designation of M-2.

Director Raymond responded that staff review includes the intentions of the property owner, looking at the surrounding area to determine a good fit and taking into consideration land use laws. To some extent, there is a constraint to what is going on around the property. In the context of the area and surrounding zoning designations, M-2 is a perfect fit and fits their intended use of the property at this point.

Commissioner McKenney requested additional information about the possibility of a tiny homes development for rent by tribal members struggling to find affordable housing in Great Falls.

Director Raymond responded that the discussion of tiny homes has been a hot topic, and there has been some legislation this year to address tiny homes. Tiny homes are already allowed in Great Falls. City staff is excited about the idea, but it is not something that has been attempted in Great Falls yet. Affordable housing is always a challenge, and tiny homes is one way nationwide that people have addressed with affordability.

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

Motion carried 5-0.

14. RESOLUTION 10495 TO ESTABLISH GOLF FEES FOR EAGLE FALLS GOLF CLUB AND ANACONDA HILLS GOLF COURSE.

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

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Park and Recreation Director Steve Herrig reported that the requested action is that the Commission conduct a public hearing and adopt Resolution 10495, which would repeal Resolution 10443, and set new fees for the golf courses for the 2023 golf season. The Commission heard from Tom Bugby of CourseCo and Jeff Stanger, local course manager, earlier at the Work Session about the increased costs of pesticides, herbicides, grass seed, and utility rates.

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

Hearing none, Mayor Kelly asked if there were any comments from the public in support of or in opposition to Resolution 10495.

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

Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10495 to establish golf fees for Eagle Falls Golf Club and Anaconda Hills Golf Course.

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

Mayor Kelly commented that hiring an outside manager to run the courses has been a fiscally great partnership, and the quality of what that real estate provides is significantly better.

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

Motion carried 5-0.

ORDINANCES/RESOLUTIONS

15. **RESOLUTION 10500, SUBMITTING TO THE ELECTORS THE QUESTIONS OF PERMANENTLY INCREASING THE MILL LEVIES OF THE CITY TO PAY COSTS OF PUBLIC SAFETY SERVICES, INCLUDING OPERATION, MAINTENANCE AND CERTAIN CAPITAL COSTS OF THE POLICE DEPARTMENT, FIRE DEPARTMENT, CITY ATTORNEY AND MUNICIPAL COURT SERVICES AND RELATED PUBLIC SAFETY EXPENSES.**

Deputy City Manager Chuck Anderson reported that, if adopted, Resolution 10500 would call and direct that a special City election be held on November 7, 2023. The question that will be proposed to the registered voters of the City is as follows:

Shall the City Commission of the City of Great Falls, Montana (the "City") be authorized to levy mills for the purpose of paying costs of public safety services, including operations, maintenance and certain capital costs of the police department, fire department, city attorney and municipal court services and related public safety expenses?

If this mill levy proposition is passed, the City will be authorized to levy permanently up to 103.75 mills per year, to raise approximately \$10,717,305.

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In April 2021, the City Commission established the Great Falls Crime Task Force through Resolution 10395. The primary purpose of the Great Falls Crime Task Force (the "Task Force"), was to study, review, evaluate, and make recommendations to the City Commission, City Manager, and general public on strategies to address crime. The Crime Task Force provided numerous recommendations that were further summarized into action items.

Upon further discussion with the City Commission, there was general recognition that the City's broader public safety response posture has been inadequate, and is unable to service current and future needs of a growing community. The Commission concluded that the General Fund, capped by a statewide property tax cap, would never be able to sufficiently meet the service level desired by taxpayers and fund the broad continuum of public safety needs across fire, police, court, and legal departments.

Multiple Work Sessions were conducted in 2022 and the beginning of 2023 with Departments individually presenting their public safety needs based on the findings and recommendations from the Crime Task Force and the City Commission.

During the Work Session on January 3, 2023, it was the consensus of the Commission to focus on using \$12 million for the operational needs for legal, court, fire and police and have a portion identified for the capital needs.

The proposed ballot language was discussed during the February 7, 2023 meeting and the Commission suggested minor edits to the language. One proposed change to the ballot language was to add two additional School Resource Officers to the levy request.

The City was unsuccessful in a Public Safety Levy request in 2009 and has been operating under static budgets while the footprint of the community continues to grow. The last voter approved safety request was in the late 1960's when voters approved a General Obligation Bond for the construction of the four current fire stations and a fire training center.

If approved, the fiscal impact will be based on the current taxable value of the City. Property taxes on a home with an assessed market value for tax purposes of \$100,000 would increase by \$140.06 per year and property taxes on a home with an assessed market value for tax purposes of \$200,000 would increase by \$280.11 per year.

Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10500.

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

Jeni Dodd, City resident, commented she is not taking a position. She reminded the Commission that ARPA and CARES funds could be used for City capital needs. She suggested that some of the ARPA funds allocated to local organizations could have been used for this purpose instead.

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

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Commissioner Wolff commented that, prior to her election as a City Commissioner, she attended a majority of the Crime Task Force meetings. Since being elected, she has attended public forums on safety that included police, fire, drug enforcement agencies and other safety experts on substance abuse issues, visited the Pre-Release Center, spent 12-hours with the Station 3 Fire crew, did a ride along shift with a police officer, and met with Neighborhood Councils to learn more about the what, why, how, and who. She saw firsthand the Fire Department is spread too thin too often to respond according to ISO standards timeframe. She saw a Fire Department that spent a lot of time responding to medical and behavioral issues of people in our community. She saw the paramedic requirements of the Fire Department to report the use of drugs that they needed to use to sedate a person, and then go to Station 1 and acquire a new vial for their kit bag.

She was with the police officer who responded to a person who had triggered five 911 calls earlier that day and before the night was over two more calls. She was with the police officer when he took two people to jail that night. She was with the police officer and others and learned about the reporting requirements that each have.

She spent part of a morning in the municipal court and witnessed the heavy caseloads and the personnel required to handle those caseloads.

Having been an educator in higher education all of her previous professional life, she worked directly with Fire, Police and the courts and with the public school systems as they all made decisions to keep their students and employees safe. She does not want Great Falls to be the next location of a mass shooting. Her discussed her colleagues at Umpqua Community College in Roseburg, Oregon, that experienced an active shooter event that took the lives of 10 students and injured eight more.

She concluded that we need our first responders and they need us. The courts need us as well to serve everyone. She has the utmost respect for people who choose public safety and the legal system for their career. She wants the local economy and community to continue to grow. Having enough personnel, training, equipment and vehicles is paramount to the future of Great Falls.

Commissioner Tryon commented that public safety is the number one responsibility of city government. He sees this resolution to put this issue on the ballot, not as a request from this City Commission necessarily. He sees this as a response to what the Great Falls' officers, firefighters, emergency responders, and what our court system personnel are asking for and telling us what they need in order to fulfill their responsibility as public safety personnel. It is Great Falls' public safety personnel telling the public what they need in order to do their job, which is to protect the citizens of this community and to keep us safe.

He has spent a lot of time looking at this issue for two years very closely, and Great Falls is 50 years behind. He is a taxpayer. He is not telling the public what they need to do and neither is anyone else on the Commission. Putting this public safety levy on the ballot is the most important thing that he has done, and that he will vote for, in his tenure as a City Commissioner. The Commission is putting this issue on the ballot for the residents to decide what kind of public safety they want in the community.

Commissioner McKenney pointed out that the last time a public safety levy was passed in this community was 1969. To put that in perspective, Neil Armstrong was the first person to walk on the

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moon. The Vietnam War was still active. Richard Nixon was President and the Beatles had their last public performance on the roof of Apple Records. It was a long time ago and we have paid a price as a community. Our public safety personnel are now operating skeleton crews. There was a time our Fire Department had over 100 members, and now around 70. This was not an efficiency move; it was due a lack of funding.

The police are also woefully understaffed. Many times patrol officers are on the streets with minimal backup. It is unsafe for both the police and our community. It is accurate to say, due to lack of funding or due to lack of action, our community has defunded public safety. The can has been kicked down the road for a multiple of reasons. Great Falls' economy has mostly straight lined for 40 years. It is no longer straight lining.

Before the Commission is a resolution to ask voters to support proper funding of public safety. The question for the voters to decide is to fund or defund.

In response to Ms. Dodd's comments about ARPA and CARES funds, Mayor Kelly noted that there has been ARPA and CARES money spent for Public Works, Fire Department, and capital needs that traditionally would be handled by a mill levy or an increase in fees. He is in support of giving the community of Great falls an opportunity to make this decision.

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

Motion carried 5-0.

OLD BUSINESS

NEW BUSINESS

16. PROPOSAL FOR A STRATEGIC INFORMATIONAL PROCESS AND COMMUNITY EDUCATION EFFORT FOR THE GREAT FALLS PUBLIC SAFETY LEVY.

Deputy City Manager Chuck Anderson reported that, with the passage of Resolution 10500, the Commission and the City have an opportunity to help the community understand the City's public safety needs. As mentioned in the last agenda report, the Commission established a Great Falls Crime Task Force in April 2021. The purpose of the Crime Task Force was to study, review, evaluate, and make recommendations to the City Commission. As the discussions of a possibility of a public safety levy matured, during a work session on July 19, 2022, a consensus of the Commission recommended that staff find a professional strategist to assist the City with communication, education and plans for public safety and the potential levy.

The City issued a Request for Proposals for a Great Falls Public Safety Levy community education program with a primary goal to provide taxpayer information on the public safety levy proposal. The request included a three-tiered budget proposal of \$50,000, \$100,000 and \$150,000. One proposal was received from the Wendt Agency prior to the closing date of January 6, 2023.

During the Commission Work Session on February 21, 2023, the Wendt Agency presented their proposal to the City Commission. Asking the community for \$10.7 million dollars is a huge undertaking, and it is of paramount importance that the City take the opportunity to help educate our

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community on the public safety needs. Staff recommends that the commission accept the proposal from the Wendt Agency and approve a budget amount for this agreement.

Mayor Kelly moved, seconded by Commissioner Hinebauch, that the City Commission accept a proposal to spend up to \$150,000 from The Wendt Agency for a Strategic and Information Process and the development of Community Education Services for the Great Falls Public Safety Levy, and authorize the City Manager to execute a Professional Services Agreement.

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

With regard to his motion, Mayor Kelly commented that this is an unusual opportunity for the City to spend dollars on behalf of educating the community. Even though everyone in this room spends a lot of time thinking about these issues, there are many people in our community who are unaware of what the Commission or City are doing. This is a request that has been long delayed and the Commission needs to have an opportunity to put that message out. The Commission is also sensitive to the fact that, even though spending general fund money to educate voters is something that is done throughout the State of Montana, it is something the Commission doesn't do without concern and to make sure there is value in it.

He explained that the way that he made this motion was a proposal to spend an amount up to \$150,000 because there have been some community groups who have expressed interest in contributing to this educational campaign in some way. He wants to make sure that there is a way available for them to supplement or complement the funding that the Commission is willing to commit to tonight.

Commissioner Wolff recognized City Attorney David Dennis for spending time learning and understanding this issue, and for sending her a lot of information. She certainly supports this motion because many of the people in this community just do not have the opportunities that the Commission has to learn firsthand what the needs in the community are. She wants to educate everyone in the community what those needs really are.

Commissioner Hinebauch commented that this is one of the biggest investments in this City for 50 years. He thinks there needs to be a good job of educating the voters on what the public safety money is for and will be spent on. To be very clear, this is an educational piece. It is not an advocacy piece. So this will be purely informational put out to the voters so they understand what their money is going for and where it's going to be spent.

Commissioner Tryon commented that there is no one who wants to see the public safety infrastructure funded the way it should be more than him. However, from the beginning, he was uncomfortable with the proposal to spend taxpayer money on an informational effort. He would prefer that the City used its own communication apparatus, private efforts and a grass roots effort to get the information out about this levy without spending up to \$150,000 of taxpayer money. The Wendt Agency made a very good proposal, are professional, and would do an excellent job in the informational and communications aspect of it. This is just an issue that he cannot justify spending up to \$150,000 for this effort at this time.

Commissioner McKenney commented that he appreciates the RFP response from the Went Agency.

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Other communities have funded education messaging for levies, although it is not common. When it is used, there appears to be legal challenges. Used properly it is legal. He expressed concern about educating, not advocating. One wrong move and the City could have a legal problem and then the legal challenge grabs the headlines rather than the question to the voters. He also expressed concern about setting a precedent when it comes to other ballot initiatives.

There are those who will actively oppose this issue and there will be those who support the issue. However, those who support it may be silent because they are thinking the City education campaign is enough and that would be a mistake. He suggested there needs to be a community debate. Many people have expressed to him they are willing and able to participate in an education campaign. He likes the idea of the community taking that on better.

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

Motion carried 3-2 (Commissioners McKenney and Tryon dissenting).

CITY COMMISSION

17. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Mayor Kelly responded to Mr. Scheer's comments about transparency and use of ARPA funds. The Commission has been in discussion about ARPA funds for months and months. The projects for Tier 1, 2 and 3 were laid out at work sessions. There has been a lot of discussion on where the Commission is spending that money.

The second point, the Library had intended to blend their election with the school board so that it would be cheaper. Similar to the Park levy, the Library was unable to co-join those types of elections. The Library made the choice to have the special election at their cost. It was not a choice to have it alone for strategic purposes. The only strategy that was involved was that the Commission had indicated that it would prefer not to have two ballot issues on the November election if possible.

The third point is that during Work Sessions and meetings it has never been said that the Library is going to close its doors as in close operations. They will be forced, if the Library levy does not pass, to reduced Library hours significantly. The Library has to be open a prerequisite number of hours to get State funding.

Commissioner Tryon added that KRTV reported specifically that if the levy does not get passed, the Library would have to close its doors. KRTV later corrected its reporting on the issue.

Commissioner Tryon commented that he has spoken to Director McIntyre about the transparency issues with the Drag Queen Story Hour video. She suggested it would be best for her to respond to questions in a public format.

It was the consensus of the Commission to invite Director McIntyre to the next Work Session.

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18. COMMISSION INITIATIVES.

None.

19. LEGISLATIVE INITIATIVES.

None.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Kelly, to adjourn the regular meeting of March 7, 2023, at 8:31 pm.**

Motion carried 5-0.

Mayor Bob Kelly

City Clerk Lisa Kunz

Minutes Approved: March 21, 2023



Commission Meeting Date: March 21, 2023
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

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

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

LISTING OF ALL ACCOUNTS PAYABLE CHECKS ISSUED AVAILABLE ONLINE AT
<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	FEB 24, 2023 - MAR 1, 2023	541,499.38
ACCOUNTS PAYABLE CHECK RUNS FROM MUNIS	FEB 23, 2023 - MAR 8, 2023	2,299,597.34
MUNICIPAL COURT ACCOUNT CHECK RUN FOR	FEB 17, 2023 - FEB 28, 2023	68,778.43
MISC WIRES	FEB 14, 2023 - FEB 22, 2023	280,648.52
TOTAL: \$		<u><u>3,190,523.67</u></u>

GENERAL FUND

POLICE

MOTOROLA SOLUTIONS CREDIT	ANNUAL PMT RADIO EQUIPMENT	231,570.00
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DEBT SERVICE

DOWNTOWN TID BONDS

O'HAIRE MOTOR INN, CLARK & LEWIE'S	DOWNTOWN TIF REIMBURSEMENT REQUEST	50,000.00
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ENTERPRISE FUNDS

WATER

ADVANCED ENGINEERING AND ENVIRONMENTAL SRVCS INC	OF 1637.1 WTP FILTRATION IMPROVEMENTS/PMNT 47	40,405.31
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SEWER

TD&H ENGINEERING	OF1758.1 LIFT STATION #1 REPAIRS & SUP/PMNT13	39,580.84
PEC INC PLANNED AND ENGINEERED CONSTRUCTION INC	OF1675.6 SN SW TRENCHLESS REHAB PHASE 24/FINAL	551,833.83

STORM DRAIN

WESTERN MUNICIPAL CONSTRUCTION INC	OF 1463.1 VALERIA WAY 4 STORM DRAIN REP PH 2/FINAL	79,958.04
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CIVIC CENTER EVENTS

INNOVATION ARTS & ENTERTAINMENT	LEGALLY BLONDE SETTLEMENT	38,845.35
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INTERNAL SERVICES FUND

HEALTH & BENEFITS

SUN LIFE FINANCIAL	SUNLIFE DENTAL AND VISSION FEB 2023	42,570.52
HEALTH CARE SERVICE CORPORATION	BCBS HEALTHCARE FEB 2022	749,996.87

INFORMATION TECHNOLOGY

TYLER TECHNOLOGIES INC	APPLICATION HOSTING FEES/SUPPORT & UPDATE LICENSING	135,855.60
TYLER TECHNOLOGIES INC	APPLICATION HOSTING FEES/SUPPORT & UPDATE LICENSING	142,648.40

CENTRAL GARAGE

MOUNTAIN VIEW CO-OP	GASOLINE/DIESEL FUEL	25,410.48
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TRUST AND AGENCY

COURT TRUST MUNICIPAL COURT

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	57,988.30
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PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	46,422.00
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	53,429.38
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	71,246.14
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	126,881.22
US BANK	FEDERAL TAXES, FICA & MEDICARE	193,911.22

CLAIMS OVER \$25,000 TOTAL:

\$ 2,678,553.50

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

DATE: March 21, 2023

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

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

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Planning and Community Development	Montana State Historic Preservation Office, P.O. Box 201202, Helena, MT 59620-1202	04/01/2023 – 03/31/2024	\$8,000 –Historic Preservation grant funds awarded	State of Montana Agreement MT-23-017 to assist in maintaining an active Historic Preservation Commission, designate a Historic Preservation Officer, and carry out the responsibilities for Certified Local Government (CLG) program status (CR 020723.10A)
B	Finance	Tyler Technologies, Inc.	03/22/2023	\$73,190	License and Services Agreement and Maintenance and Support Agreement for accounts payable/receivable integrated software and technology services

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

DATE: March 21, 2023

ITEM: ARPA SUB-AWARD GRANT AGREEMENTS

*Itemized listing and ARPA Agreements as approved by the City Commission at its December 6, 2022 meeting – Agenda Item 22
(Additional agreement attachments are available upon request from the City Clerk’s Office.)*

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

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Finance	NeighborWorks Great Falls	03/21/2023-09/30/2026	\$496,810	Grant Agreement to fund development of a Master Plan, compilation/submission of required filings, and engineering documents to contribute to the construction of 100 new homes over a 10-year period located at 33 rd Avenue and 13 th Street South. [CR: 120622.22]



Commission Meeting Date: March 21, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Professional Services Contract: Missouri River Bank Stabilization Phase 2, O.F. 1693.1

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Consider and approve a Professional Services Agreement for O.F. 1693.1.

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (approve/not approve) a Professional Services Agreement in the amount of \$107,460.00 with WWC Engineering, Inc. for the Missouri River Bank Stabilization Phase 2 Project, and authorize the City Manager to execute the professional services agreement.”

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 Western Water Consultants, Inc. (WWC) Engineering to complete the project design, obtain environmental permits, provide construction staking and provide assistance with Montana Disaster and Emergency Services (DES) project closeout.

Background:

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

On August 2, 2022 the City commission approved the phase 1 construction with Winkler Excavating Inc. Phase 1 Construction began in October of 2022. Construction of Phase 1 is currently in winter shutdown and will restart mid-March 2023. On November 15, 2022, the City commission voted to approve acceptance of the FEMA grant funding opportunity for phase 2 of this project.

The primary goal of Phase 2 of the shoreline stabilization project is to continue the preservation of the north bank line of the Missouri River and eliminate erosion along the approximately 725-foot stretch of the river while providing protection for the recreational Rivers Edge Trail and the 36-inch sewer main that parallels the river along the top of the shoreline. The proposed project will entail the implementation of riprap with blended soils/willows at the toe of the slope and a graded slope with erosion protection. Phase 2 will include the second half of Reach 2 and all of Reach 1 as shown in exhibit 1.

Workload Impacts

WWC will design the project and assist in solicitation of bids for construction. The design phase will include data acquisition, producing the engineering drawings and specifications, obtaining authorizations from local and state review agencies, and advertising and obtaining bids in the design phase. Construction phase services will include submittal review, construction staking, and project closeout.

City Engineering staff will provide project oversight and coordination, assistance in design and construction administration, and serve as a point of contact for City correspondence. City Finance Staff will provide grant administration services. The desired project schedule is to complete design by July of 2023, publicly bid the project in August of 2023, and complete construction in early 2024.

Purpose

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

The proposed improvements will ensure the preservation of the shoreline and will improve the water quality of the Missouri River by reducing erosion. The goals of the project include preservation of the pedestrian trail, preservation of the City sewer main, development of aquatic and riparian habitat, and conservation of soil.

Project Work Scope

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

- Site Survey
 - A supplementary site topographic will be conducted to update the existing data and help provide a more accurate design.
- Geotechnical Investigation
 - Five additional bore holes will be near the water's edge to determine if any other soil contamination is located within the proposed project site.
- Project Design
 - Work will include preparation of 60%, 90%, and Final Construction Plans
- Project Permitting
 - Prepare the joint application form for all permits that are required for the project including but not limited to floodplain, U.S. Army Corps, Montana Fish, Wildlife, and Parks, Montana Department of Environmental Quality, etc.

- Bid Assistance
 - Assisting with bid advertisement, sending to plan rooms, and contractor questions during bidding.
 - Conduct pre-bid meeting and provide meeting minutes.
 - Prepare and process any necessary addendums for the project.
- Construction
 - Assist with submittal review.
 - Provide construction staking.
 - Conduct weekly construction inspection.
- FEMA/DES Project Closeout
 - Work with MT DES and the City to achieve project close out upon completion.
 - Conduct 2-year Warranty Inspection

Conclusion

This project will complete repairs along the river bank upstream of the 9th Street Bridge on the north bank of Missouri River upstream of Phase 1.

The North Bank Stabilization project will provide a direct recreational benefit to the corridor and community as a whole through stabilization of the Rivers Edge Trail North Loop connection and protect the City Sewer main. As the erosion continues it will expose and potentially damage the sewer main. At that point the River's Edge Trail would also suffer extensive damage. Stabilizing this area would ensure continued trail access to the quickly developing West Bank development. Maintaining the trail loop is also paramount in supporting a number of annual and nonprofit based recreational activities such as races, walks and fundraisers that utilize the loop in their recreational community outreach efforts.

The project has been selected and prioritized, and executed in accordance with the Public Works Capital Improvement Program and budgeted in the sanitary sewer utility enterprise fund. City staff recommends approving the Agreement with WWC Engineering, in the amount of \$107,460.00.

Fiscal Impact:

The estimated budget for this project is \$474,944.30. 75% of the project funding will come from the FEMA Hazard Mitigation Grant in the amount of \$356,208.23. \$60,000.00 of local match funds are provided by a grant from the Missouri -Madison River fund. The remaining \$58,736.07 in matching funds will utilize Sanitary Sewer Enterprise Funds. The project has been selected, prioritized, and executed in accordance with the Public Works Capital Improvement Program.

Alternatives:

Alternative #1: The City Commission could vote to deny award of the professional services contract and cancel the project. This action would result in continued erosion along the river bank increasing the risk to the safety of the public using the River's Edge Trail or failure of the sanitary sewer line in the vicinity. This action would also result in the loss of grant funding.

Alternative #2: The City Commission could vote to deny award of the professional services contract and direct City Staff to seek and select another Engineering firm with which to enter contract negotiations. This could result in increased engineering fees for the project as well as delaying the project leading to continued erosion along the river bank increasing the risk to the safety of the public using the River's Edge Trail or failure of the sanitary sewer line in the vicinity. The FEMA grant portion of the funding for

this project has a March 30, 2024 deadline for project completion and this would burden the City with expenses intended to be covered by grant funding.

Concurrences:

City Public Works staff and City Parks and Recreation Department, Cascade County, Recreational Trails Inc., Northwestern Energy, and the Missouri/Madison River Group recommend award of the professional services agreement.

Attachments/Exhibits:

Professional Services Agreement

Vicinity Map

Site Photos

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 **WESTERN WATER CONSULTANTS, INC. DBA WWC ENGINEERING**, 1275 Maple Street, Suite F, Helena, MT, 59601, 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 ONEHUNDRED SEVEN THOUSAND FOUR HUNDRED SIXTY DOLLARS (\$107,460.00) for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

5. Independent Contractor Status: The parties agree that Consultant is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Consultant is not subject to the terms and provisions of the City’s personnel policies handbook and may not be considered a City employee for workers’ compensation or any other purpose. Consultant is not authorized to represent the City or otherwise bind the City in any dealings between Consultant and any third parties.

Consultant shall comply with the applicable requirements of the Workers’ Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Consultant shall maintain workers’ compensation coverage for all members and employees of Consultant’s business, except for those members who are exempted by law.

Consultant shall furnish the City with copies showing one of the following: (1) a binder for workers’ compensation coverage by an insurer licensed and authorized to provide workers’ compensation insurance in the State of Montana; or (2) proof of exemption from workers’ compensation granted by law for independent contractors.

6. Indemnification: To the fullest extent permitted by law, Consultant shall fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Consultant’s negligence and/or errors or omissions in the performance of this Agreement and Consultant’s work on the 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)
(only if applicable) | \$1,000,000 per occurrence
\$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 **Russell Brewer** and Consultant’s designated liaison with City is **Jeremy Faddness**.

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:

DocuSigned by:
Shawn Higley
By: _____
183D7EC29B53439...
Print Name: Shawn Higley, P.E.
Print Title: Helena Branch Manager
Date: 1/31/2023

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

APPROVED AS TO FORM:

By _____
David G. Dennis, City Attorney*

* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from

the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

Exhibit A “Scope of Services”**Work Order #1**

(Referenced to and made a part of the Professional Services Agreement)

Project: City of Great Falls Black Eagle Reservoir Bank Stabilization Phase 2

The Black Eagle Reservoir Phase 2 project is a 725-foot bank stabilization project along Black Eagle Reservoir. The project is funded in part by the FEMA through the HMGP grant program as well as the City of Great Falls. WWC Engineering (WWC) has been selected by the City of Great Falls to provide survey, project design, permitting, bid assistance, construction staking, construction oversight, and grant administration and project closeout. WWC has prepared a scope of work based on tasks we anticipate for the design and construction of the project as well as our understanding of FEMA funded projects and the grant administration.

Scope of Work:**Task 1 – Site Survey**

WWC will provide supplementary site topographic and utility survey for the river section to ensure the most accurate survey for design. This will include bottom of bank to top of bank to the fence and some underwater survey along the bottom of bank. Previous channel survey data will also be used for hydraulic modeling for permitting.

Task 2 – Geotechnical Investigation

WWC proposes to hire Boland Drilling to do five bore holes throughout the project section near the waters edge to determine existing soil properties including any potential soil contamination. The scope and cost is for the initial boring and investigation and does not include any further environmental excavation, testing, or studies. If evidence of contamination is found, WWC will work with the City to determine next steps.

Task 3 – Project Design

WWC proposes the project design in three subtasks:

Task 3a – 60% Design and Permitting Plans – WWC will prepare the project design to 60% that will include the preliminary design with construction details, quantities, and specifications. WWC will prepare an updated engineer’s estimate for the project. WWC will submit the 60% plans to the City for review. WWC will utilize the 60% plans to start the permitting for the project, as outlined in Task 3.

Task 3b – 90% Design and Bid Package – Upon completion of project permitting, WWC will prepare 90% construction plans and bid documents for the project. WWC will also update the engineers estimate. 90% plans and bid documents will incorporate permit requirements as necessary as well as all FEMA and City of Great Falls requirements. WWC will submit the 90% construction plans and bid documents to the City for review.

Task 3c – Final Construction Plans and Bid Documents – WWC will prepare the final construction plans and bid documents for the project based on City comments. WWC will prepare the final engineers estimate. WWC will submit the final construction plans and bid documents to the City for project bidding.

Task 4 – Project Permitting

Utilizing the 60% plans prepared in Task 3a, WWC will prepare the joint application form for all permits that are required for the project including but not limited to floodplain, U.S. Army Corps, Montana Fish, Wildlife, and Parks, Montana Department of Environmental Quality, etc. The floodplain permit will require a hydraulic model that shows no rise from the proposed work. WWC will prepare the required modeling as well as other supporting information necessary for all project permits. WWC will coordinate review of the project with the permitting agencies, as necessary. WWC will provide copies of all permit applications and supporting material submitted to each agency as well as copies of all permits when received. The cost does not include permit fees. The City will be responsible for permit fees.

Task 5 – Bid Assistance

Upon completion of project permitting (Task 3) and project design (Task 2), WWC will assist the City with advertising the project for bidding. WWC will provide 15 hard copy sets of construction plans and bid documents to the City for bidding. This will include assisting with bid advertisement, sending to plan rooms, and contractor questions during bidding. WWC will conduct the prebid meeting and provide meeting minutes to the City and all plan holders. WWC will process any necessary addendums for the project and provide them to the City and plan holders. WWC will assist the City with bid opening and review and work with the City to issue a notice of award to the selected contractor. WWC will assist with contracting with the contractor and upon completion of contracting issue the notice to proceed.

Task 6 – Construction Staking

WWC will provide construction staking for the project to ensure the project is constructed to the design requirements and grades. WWC will provide one round of staking as necessary for the project. The bid documents will indicate that the contractor will be responsible for all staking past the initial round of staking.

Task 7 – Construction Administration and Inspection

WWC will provide construction administration and inspection of the project to ensure the contractor is constructing the project per the plans and contract requirements. WWC will coordinate the project with the contractor and the City and review submittals. WWC will assist the City with pay requests reviews as needed. WWC has estimated the construction time at 10 weeks. WWC proposes to provide inspection 1 days per week for 10 weeks. WWC will conduct a substantial completion inspection as well as a final inspection of the project.

Task 8 – FEMA/DES Project Closeout

WWC will work with MT DES and the City to close out the project upon completion of construction. This will include as-built survey and preparation of record drawings, necessary closeout reports, photos, and data required by FEMA and MT DES. WWC will coordinate with MT DES and FEMA on project closeout. WWC will also conduct a two-year warranty inspection.

Task 9 – Miscellaneous Services

WWC will provide miscellaneous services for any unforeseen items that come up during project design or construction.

Grant administration is not included as part of the scope and cost for Phase 2. The City of Great Falls has hired a grant coordinator that will coordinate the reporting, reimbursement requests, and project closeout for the project with MT DES for the HMGP grant.

Anticipated Duration/Schedule:

Task	Start Date	End Date
Site Survey and Geotechnical Drilling	March 6, 2023	March 24, 2023
60% Design	March 27, 2023	April 28, 2023
Project Permitting	May 1, 2023	June 30, 2023
90% Design	July 3, 2023	July 14, 2023
Final Construction Plans and Bid Documents	July 17, 2023	July 31, 2023
Project Bidding, Award, and Notice to Proceed	August 1, 2023	September 29, 2023
Project Construction and Substantial Completion	October 9, 2023	November 30, 2023
Final Acceptance	December 1, 2023	December 30, 2023
FEMA/DES Project Closeout	January 1, 2024	June 15, 2024

Deliverables:

Deliverables are identified within each task.

Estimated Costs Summary:

Task	Estimate Cost
Task 1 – Site Survey	\$5,529
Task 2 – Geotechnical Investigation	\$13,566
Task 3 – Project Design	\$19,282
Task 4 – Project Permitting	\$12,496
Task 5 – Bid Assistance	\$9,084
Task 6 – Construction Staking	\$3,740
Task 7 – Construction Administration and Inspection	\$22,366
Task 8 – FEMA/DES Project Closeout	\$6,395
Task 9 – Miscellaneous Services	\$15,000
Total Project Cost	\$107,458

CLIENT shall pay ENGINEER in accordance with this Work Order and the provisions of the Professional Services Agreement. Payment shall not exceed the amount of \$107,458 without written concurrence from CLIENT.

The ENGINEER contact for this Work Order is: Jeremy Fadness, P.E.

**Exhibit B WWC Engineering Fee Estimate
Missouri River/Black Eagle Reservoir Bank Stabilization Phase 2 HMGP Grant Project
City of Great Falls**

General Information		Personnel										Costs		
Task Number	Project	Admin Assistant	Admin Specialist	Technician Level 4	Professional Level 1	Professional Level 2	Professional Level 3	Professional Level 4	Professional Level 5	Professional Level 6	Professional Level 7	Labor Subtotal	Expenses	Total Cost
1	Survey													
1a	Project Setup, Research, One Call						2					\$294.00		\$294.00
1b	Travel			3			3					\$714.00	\$250.00	\$964.00
1c	Topo/Util Locates			6			6					\$1,428.00	\$1,575.00	\$3,003.00
1d	Data Reduction and Surface processing						4					\$588.00		\$588.00
1e	Project Management								4			\$680.00		\$680.00
Subtotal Task 1 Items:													\$5,529.00	
2	Geotechnical Investigation													
2a	Drilling Oversight							10				\$1,620.00	\$190.00	\$1,810.00
2b	Soils Testing							2				\$324.00	\$2,000.00	\$2,324.00
2c	Geotechnical Report	2						16	2			\$3,072.00		\$3,072.00
2d	Bolland Drilling											\$0.00	\$5,000.00	\$5,000.00
2e	Project Management								8			\$1,360.00		\$1,360.00
Subtotal Task 2 Items:													\$13,566.00	
3	Project Design													
3a	Project setup				2			2				\$550.00		\$550.00
3b	60% Design				60			20	1		1	\$10,374.00		\$10,374.00
3c	90% Design				10			10	1			\$3,104.00		\$3,104.00
3d	100% Construction Plans and Specifications	4			10			10	2		1	\$3,554.00		\$3,554.00
3e	Project Management								10			\$1,700.00		\$1,700.00
Subtotal Task 3 Items:													\$19,282.00	
4	Project Permitting													
4a	Joint Application	4						8			1	\$1,760.00		\$1,760.00
4b	Hydraulic Modeling							16			1	\$2,776.00		\$2,776.00
4c	Permitting Correspondence							32	4		4	\$6,600.00		\$6,600.00
4d	Project Management								8			\$1,360.00		\$1,360.00
Subtotal Task 4 Items:													\$12,496.00	
5	Project Bidding													
5a	Assist with Bid Advertising	2						2	2			\$804.00	\$1,000.00	\$1,804.00
5b	Pre-bid meeting							6	1			\$1,142.00	\$190.00	\$1,332.00
5c	Contractor Questions							16	4			\$3,272.00		\$3,272.00
5d	Bid Opening and Review							8	1			\$1,466.00	\$190.00	\$1,656.00
5e	Project Management								6			\$1,020.00		\$1,020.00
Subtotal Task 5 Items:													\$9,084.00	
6	Construction Staking													
6a	Travel			3			3					\$714.00	\$190.00	\$904.00
6b	Staking			6			6					\$1,428.00	\$450.00	\$1,878.00
6c	Data Processing/Pick Points						2	2				\$618.00		\$618.00
6d	Project Management								2			\$340.00		\$340.00
Subtotal Task 6 Items:													\$3,740.00	
7	Construction Administration and Inspection													
7a	Inspection (10 trips)					40		40				\$11,720.00	\$1,880.00	\$13,600.00
7b	Review Submittals							4				\$648.00		\$648.00
7c	Contractor Questions							16				\$2,592.00		\$2,592.00
7d	Substantial Completion							6				\$972.00	\$190.00	\$1,162.00
7e	Final Acceptance							6				\$972.00	\$190.00	\$1,162.00
7f	2 year warranty inspection							6				\$972.00	\$190.00	\$1,162.00
7g	Project Management								12			\$2,040.00		\$2,040.00
Subtotal Task 7 Items:													\$22,366.00	
8	FEMA/DES Project Closeout													
8a	As-built survey			8			8					\$1,904.00	\$953.00	\$2,857.00
8b	Survey Data Processing						4					\$588.00		\$588.00
8c	Record Drawings				8			2				\$1,228.00		\$1,228.00
8d	Construction Completion Report	1						6				\$1,042.00		\$1,042.00
8e	Project Management								4			\$680.00		\$680.00
Subtotal Task 8 Items:													\$6,395.00	
9	Miscellaneous Services													
9a	Miscellaneous Services											\$0.00	\$15,000.00	\$15,000.00
Subtotal Task 9 Items:													\$15,000.00	

TOTAL ESTIMATED COST: \$107,458



2023 SCHEDULE OF CHARGES

PERSONNEL	HOURLY FEE	PERSONNEL	HOURLY FEE
Professional Level 1	\$113	Technician 4	\$91
Professional Level 2	\$131	Technician 5	\$96
Professional Level 3	\$147	Technician 6	\$102
Professional Level 4	\$162	Technician 7	\$110
Professional Level 5	\$170	Technician 8	\$117
Professional Level 6	\$177	CADD Operator 1	\$78
Professional Level 7	\$184	CADD Operator 2	\$83
Professional Level 8	\$197	CADD Operator 3	\$91
Administrative Assistant	\$70	CADD Operator 4	\$96
Administrative Specialist	\$93	CADD Operator 5	\$102
Technician 1	\$72	CADD Operator 6	\$108
Technician 2	\$78	CADD Operator 7	\$113
Technician 3	\$85	CADD Operator 8	\$123
		Expert Witness	Two times standard billing rate
EXPENSES	FEE	ENVIRONMENTAL MONITORING	FEE
Subcontractors	Cost + 15%	Organic Vapor, O ₂ /LEL Meter	\$40/day
Supplies/Material Purchased for Client	Cost + 15%	Water Level/Interface Probe	\$55/day
Miscellaneous Reimbursable Expense	Cost + 15%	Disposable Bailer	\$15/each
Vehicle Mileage	\$0.80/mile (\$25/day min.)	Water Quality - Multi-Parameter Meter	\$50/day
		Water Quality - Expanded Meter	\$105/day
OFFICE	FEE	High-Capacity In-Line Filter	\$25/each
Photocopies	\$0.15/page	Disposable No-Purge Sampler - Large	\$50/each
Large Format Photocopies - B&W	\$0.60/sq. ft.	Disposable No-Purge Sampler - Small	\$35/each
Large Format Photocopies - Color	\$0.75/sq. ft.	Disposable No-Purge Sampler - Custom	\$75/each
Drawings - Large Format Plots	\$11/sheet	Transducer/Data Logger	\$55/day or \$220/week
Drawings - 11"x17"	\$1.30/page	Flow Meter	\$140/day or \$500/week
		Photoionization Detector	\$95/day
FIELD EQUIPMENT	FEE	SURVEYING EQUIPMENT	FEE
Generator	\$110/day	UAV (M300 w/ LIDAR)	\$600/flight (2-flight minimum) OR \$12/acre (500-acre minimum)
Fluids Pump	\$110/day	UAV (M300)	\$400/flight (2-flight minimum) OR \$8/acre (500-acre minimum)
Air Compressor	\$55/day	UAV (Phantom/Mavic)	\$300/flight (2-flight minimum) OR \$6/acre (500-acre minimum)
ATV	\$150/day	GPS (Survey Grade)	\$375/day
UTV	\$250/day	GPS (Sub-Meter Accuracy)	\$100/day
UTV w/ Tracks	\$350/day	Sonar	\$150/day or \$400/week
Tape Reel, Motorized	\$55/day	Robotic Total Station	\$50/hour
Hammer Drill w/ Bits	\$25/day	Scanning Total Station	\$75/hour
Power Hand Auger	\$15/hour	Pipeline Locator	\$25/hour
EGauge Compaction Testing	\$40/test	Differential Level	\$15/hour
Dynamic Cone Penetrometer	\$50/test	Survey Rebar & Cap	\$7/each
		Lath, Survey	\$70/bundle
		Stakes	\$30/bundle
		T-Post and Flags	\$15/each

This schedule of charges shall be in effect from January 1 through December 31, 2023. These rates are subject to an annual adjustment to be determined by WWC Engineering and shall become its prevailing rates for the ensuing year.



CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)

11/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Tegeler & Associates, 267 North Main, Sheridan, WY 82801
CONTACT NAME:
PHONE (A/C, No, Ext): (307) 673-1313
FAX (A/C, No): (307) 673-1414
INSURER(S) AFFORDING COVERAGE: INSURER A: Crum & Forster Specialty Ins, INSURER B: Travelers Insurance, INSURER C: Liberty Mutual Insurance, INSURER D: Cincinnati Insurance Company, INSURER E: Westchester Surplus Lines Insurance, INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, Management Liability, and Drone Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Great Falls
PO Box 5021
Great Falls, MT 59403-5021

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]



ADDITIONAL REMARKS SCHEDULE

AGENCY Tegeler & Associates		NAMED INSURED Western Water Consultants, Inc. dba WWC Engineering, Inc. 1849 Terra Avenue Sheridan, WY 82801	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Pollution

Company A-Crum & Forster Specialty Insurance Policy#EPK141828 Effective 12/01/2022-12/01/2023 \$1,000,000 Limit plus Excess Liability Limit

E&O Professional Liability

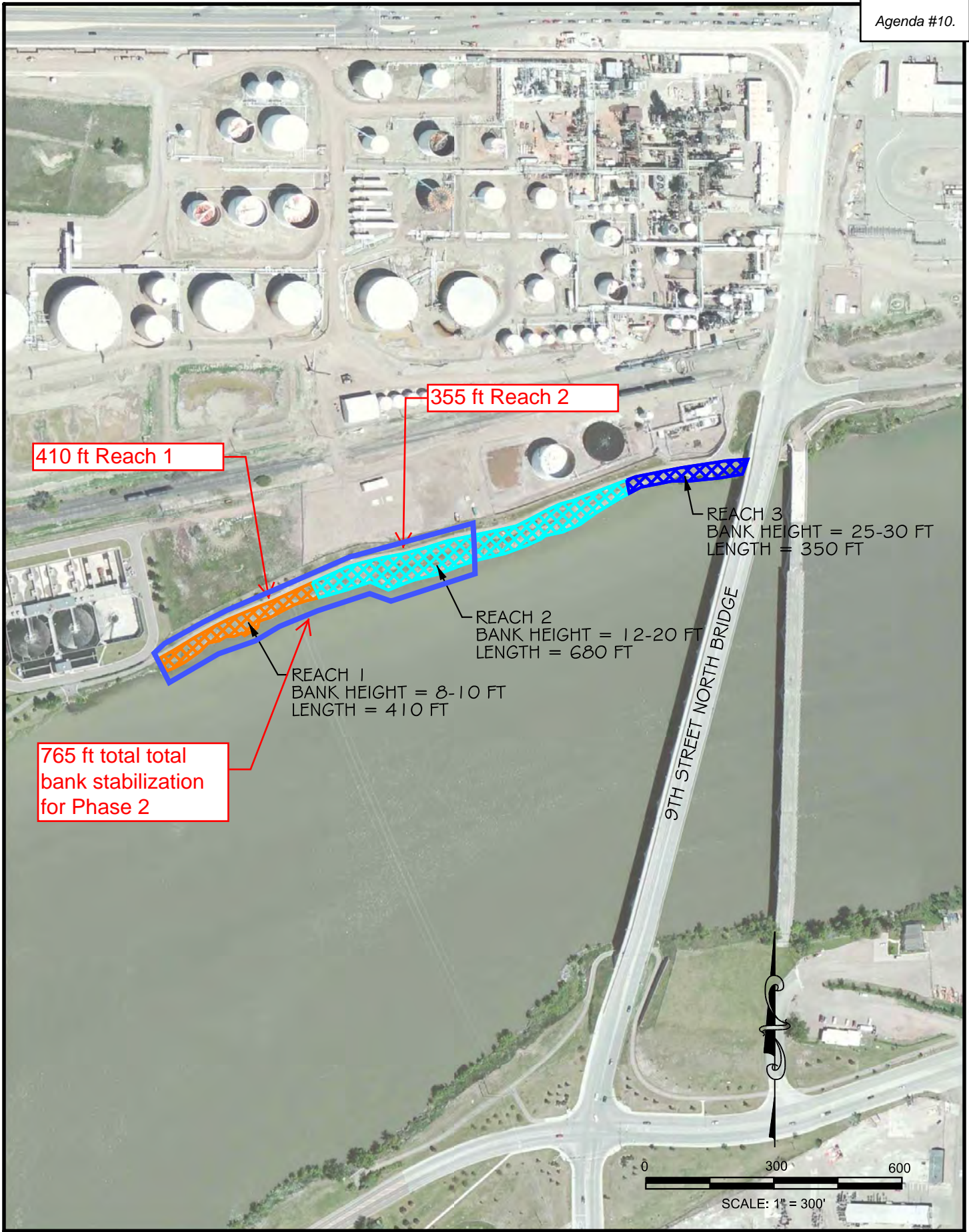
Company A- Crum & Forster Specialty Insurance Policy#EPK141828 Effective 12/01/2022-12/01/2023 \$1,000,000 Limit plus Excess Liability Limit

Stop Gap (Employers Liability)

Company A- Crum & Forster Specialty Insurance Policy#EPK141828 Effective 12/01/2022-12/01/2023 \$1,000,000 Million/\$1,000,000 Million/\$1,000,000 Million limit plus Excess Liability Limit

Cyber Liability

Company C- Cincinnati Insurance Company Policy#EMP0635684 Effective 12/01/2022-12/01/2023 \$2,000,000 Million Limit



URBAN CORRIDOR/BLACK EAGLE RESERVOIR PROJECT

Project Site Map

DSGN	DATE	CKD
RDN	8/15	STH
REV	DATE	CKD

CASCADE CONSERVATION DISTRICT
12 3rd St. NW, Ste. 300
Great Falls, MT 59404
(406) 727-3603

WWC ENGINEERING
1275 MAPLE STREET, SUITE F
HELENA, MT 59601
(406) 443-3962

EXHIBIT
1
37

JOB # _____
PLOT TABLE PATH: K:\Helena\CASCADE CD15-099\EXHIBITS\CCD Color.rvt
8/28/2015 FILE PATH: K:\Helena\CASCADE CD15-099\Urban Corridor\Black Eagle Reservoir Exhibits.dgn

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MISSOURI RIVER BANK
STABILIZATION PHASE 2, O.F.1693.0

SITE
PHOTOS

OF 1693.1

03-21-20



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MISSOURI RIVER BANK
STABILIZATION PHASE 2, O.F.1693.0

SITE
PHOTOS

OF 1693.1

03-21-20



Commission Meeting Date: March 21, 2023
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Construction Contract Award: Sanitary Sewer Trenchless Rehabilitation Phase 25 O. F. 1675.8

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff T. Gaub, 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 \$858,950.00 to Planned and Engineered Construction Inc., for the Sanitary Sewer Trenchless Rehabilitation Phase 25, and authorize the City Manager to execute the necessary documents.”

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

Staff Recommendation:

Approve construction contract award.

Summary:

This sanitary sewer-lining project is a continuation of an ongoing maintenance and repair program to rehabilitate deteriorated sanitary sewer mains using trenchless technologies. This phase will restore 18,153 linear feet of varying diameter sewer main. This length is the equivalent of 42 city blocks. The rehabilitated mains serve primarily residential areas.

Background:

Citizen Participation

The construction activity will be planned and phased to have little impact on the citizens of Great Falls. The contractor is required to keep all sewer mains functioning during construction by utilizing bypass pumping. Should a sewer service interruption be necessary because of the work, customers affected will be notified in a timely manner and all interruption related needs of the homeowner will be met until service is re-established. Overall, traffic interruptions should be limited since the majority of mains are located along alleyways and residential city streets.

Workload Impacts

The Utilities and Engineering Divisions of the City's Public Works Department completed sewer main inspections that were used to identify and prioritize the mains which needed rehabilitation. The City Engineering staff designed the lining project and will also perform construction inspection and contract administration.

Purpose

This project is a continuation of previous projects that rehabilitated deteriorated sewer mains in a less disruptive manner than traditional open trenching and pipe replacement. Although the sewer mains are functioning, the aged/deteriorated mains had developed pits, cracks, and holes. These defects can lead to raw sewage leaking into ground water and can also make routine maintenance difficult.

By using Cured-in-Place-Pipe (CIPP), the project will extend service life and alleviate the issues stated above. Trenchless technology provides the City with a low cost solution that greatly reduces disruption and eliminates utility conflicts caused by open trench replacements.

Project Work Scope

This project will line 18,153 linear feet of 8, 9, 10, and 15-inch diameter sewer mains at sixty-eight (68) locations spread around the City.

Evaluation and Selection Process:

Three responsive bids were received for this project, one from National Power Rodding, Insituform and Planned and Engineered Construction, Inc. and opened on March 8, 2023. The three bids were \$1,229,573.20, \$1,034,910.00 and \$858,950.00 with Planned and Engineered Construction, Inc. providing the low bid and executing all the necessary bid documents.

Conclusion:

The project has been selected and prioritized, and executed in accordance with the Public Works Capital Improvement Program and budgeted in the sewer utility enterprise funds. The project will result in less sewer disruptions and maintenance issues and ensure the effective operation of the sewer collection system over the next 80 years.

Fiscal Impact:

The attached bid tabulation summarizes bids that were received.

Alternatives:

The City Commission could vote to deny award of the construction contract and re-bid or cancel the project.

Attachments/Exhibits:

Bid tabulation

Vicinity Map

Picture Library

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

BID TABULATION SUMMARY

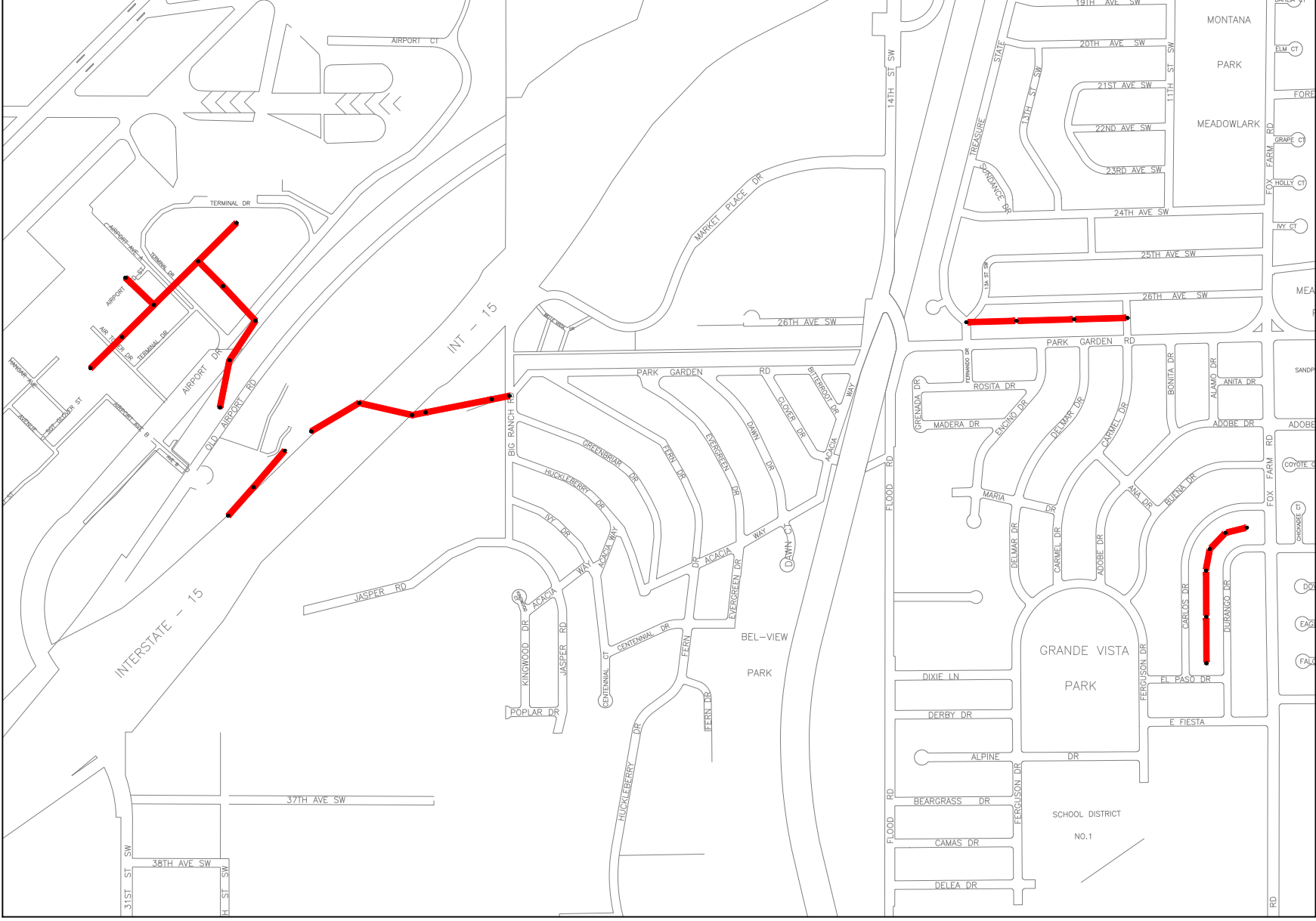
OF # 1675.8 SANITARY SEWER TRENCHLESS REHAB PHASE 25

BIDS TAKEN AT CIVIC CENTER

DATE: 8-MAR-23

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	NATIONAL POWER RODDING	Y	Y	Y	Y	Y	\$1,229,573.20
2	INSITUFORM	Y	Y	Y	Y	Y	\$1,034,910.00
3	SJ. LOUIS CONSTRUCTION	Y	N	Y	Y	Y	NON-RESPONSIVE
4	PEC, INC. P.O. BOX 5535 HELENA, MT 59604-5535	Y	Y	Y	Y	Y	\$858,950.00
5							
6							
7							
8							
9							
10							



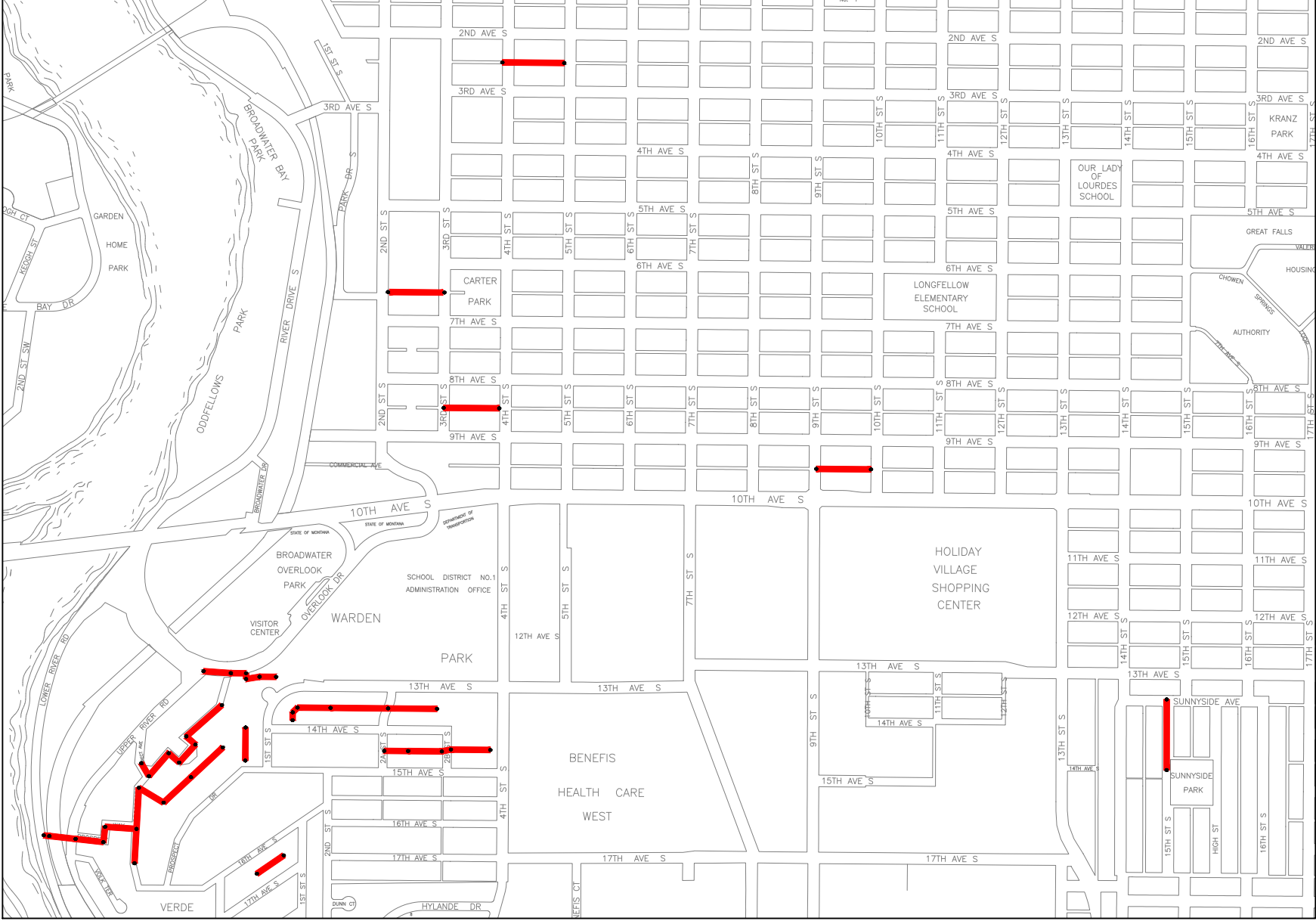






Figure 1 Existing 9" Clay pipe, Sanitary Sewer Main installed 1890



Figure 2 Existing 8" Clay pipe, Sanitary Sewer Main installed 1958

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Commission Meeting Date: March 21, 2023
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Valeria Way Storm Drain Lining OF 1463.2
From: Engineering Division
Initiated By: Public Works Department
Presented By: Christoff T. Gaub, Public Works Director
Action Requested: Consider and Award Contract

Suggested Motion:

1. Commissioner moves:

"I move the City Commission (award/not award) the contract of \$559,386.31 to SJ Louis Construction, Inc. for the Valeria Way Storm Drain Lining 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: City Staff recommends awarding the contract to SJ Louis Construction, Inc. in the amount of \$559,386.31. SJ Louis Construction, Inc. has executed all the necessary documents.

Summary: This project will use cured-in-place pipe to line the storm main that runs along the historic Valeria Way. The Valeria Way storm drain runs diagonally from 26th Street North and 6th Avenue North to 20th Street North and 1st Ave North. This project is scheduled to begin no later than September 5, 2023 and be completed by November 14, 2023. This storm main is nearly 100-years old and is in poor condition with increased risk of collapsing. Cured-in-place pipe was chosen for this project because of its relatively low cost and non-intrusive method.

Background:

Citizen Participation

Periodic impacts to the public will occur during September and October of 2023. Impacts include: work within the traveled way, single lane closures, and sidewalk closures.

Workload Impacts

Design phase engineering, planning, and specifications were completed by Engineering Division with assistance from Utilities Division. Utilities Division will also remove and repair a segment of the Valeria Way storm drain pipe from a protruding abandoned storm main. Engineering Division will provide construction phase project management and inspection services.

Purpose

The original Valeria Way storm drain was built in the 1920's along a historic Montana railroad line. In the 1920's and 50's residential housing was constructed over the storm drain. The Valeria Way storm drain still runs underneath residential homes today. Location of the storm drain is represented in the attached Exhibit A.

The pipe is in poor condition with increased risk of collapsing. The city is liable for damages to homes and life resulting from a pipe collapsing underneath. Initial discussions included abandoning and backfilling Valeria Way storm drain, however, there is a risk of air pockets forming when backfilling. There is also a significantly increased cost associated with abandoning and backfilling the pipe. The City determined the increased storm water capacity from Valeria Way storm drain after 2016 flooding is necessary. Therefore, cured-in-place pipe was chosen to provide structural integrity while maintaining capacity.

Project Work Scope

This project consists of the installation of approximately 3,000 linear feet of 18-inch, 24-inch, and 30-inch Cured-In-Place-Pipe (CIPP); cleaning and videoing host pipe; and internally reinstating approximately 2 service connections.

Evaluation and Selection Process

Bids for this project were opened on March 8, 2023. The City received 3 responsive bids. Submitted bids ranged from \$559,386.31 to \$653,863.00. The lowest responsive bidder was SJ Louis Construction, Inc.

This project is scheduled to begin no later than September 5, 2023.

Fiscal Impact: This project is programmed and prioritized by the Public Works Capital Improvements Plan and funded through the Storm Drain Fund. Expenditures for this project are anticipated not to exceed the award amount of \$559,386.31.

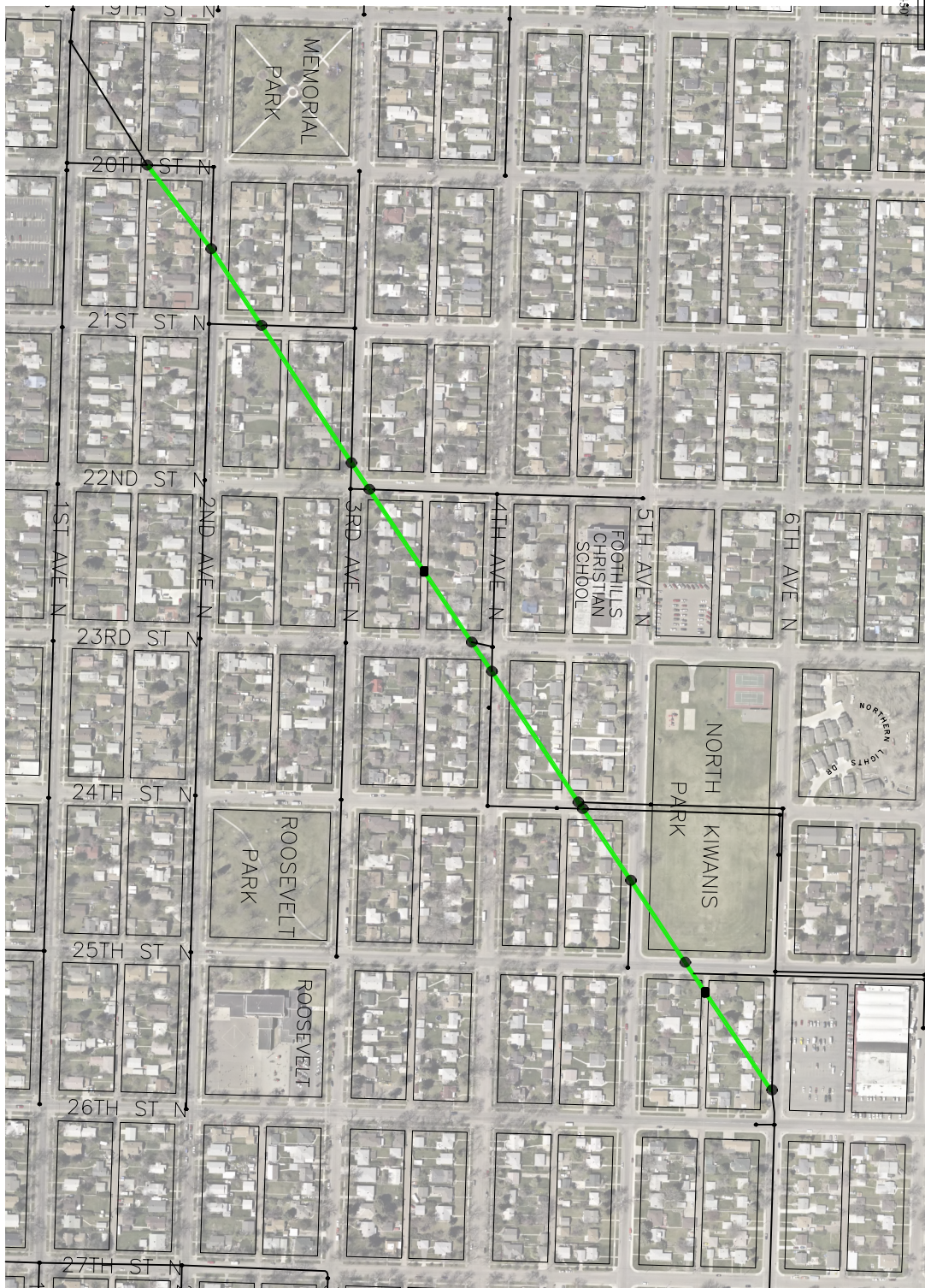
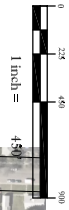
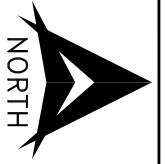
The attached bid tabulation summarizes the bids that were received.

Alternatives: The City Commission could vote to not award the construction contract and request staff to rebid at a later date or cancel the project. Postponing or canceling the project allows a 100-year old storm main already in poor condition to deteriorate further.

Attachments/Exhibits:

Vicinity Map

Bid tabulation



VALERIA WAY STORM DRAIN LINING

VICINITY MAP

OF 1463.2

2-24-20

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

BID TABULATION SUMMARY

OF # 1463.2 VALERIA WAY STORM DRAIN LINING

BIDS TAKEN AT CIVIC CENTER

DATE: 8-MAR-23

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	INSITUFORM (NOT BOUND)	Y	Y	Y	Y	Y	\$653,863.00
2	S. J. LOUIS CONSTRUCTION	Y	Y	Y	Y	Y	\$559,386.31
3	PEC, INC. P.O. BOX 5535 HELENA, MT 59604-5535	Y	Y	Y	Y	Y	\$577,015.00
4							
5							
6							
7							
8							
9							
10							



Commission Meeting Date: March 21, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10496 Establishing Residential and Commercial Sanitation Service Collection Rates Effective May 1, 2023

From: Laura Lynch, Utilities Operations Supervisor

Initiated By: Public Works and Finance Department

Presented By: Christoff T. Gaub, Public Works Director and Melissa Kinzler, Finance Director

Action Requested: Set Public Hearing

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing for April 4, 2023, on Resolution 10496 to establish residential and commercial sanitation service collection rates effective May 1, 2023.”

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

Summary: In an effort to provide necessary refuse collection and disposal services as well as fund the sanitation fleet, the Public Works Department, Sanitation Division, is seeking a rate increase effective May 1, 2023.

Background: Each year, staff reviews and analyzes the financing needs of the sanitation fund to ensure the City has adequate funding necessary for day to day operations, equipment, and emergencies. OCCGF 8.8.230 requires the Commission to adopt a resolution establishing rates to defray the costs of sanitation services for the fiscal year.

The last residential and commercial rate increase was on May 1, 2022. Staff proposes adjusting the sanitation rates to adequately provide service while covering increased expenses largely due to the increase in operations, such as equipment, fuel, and landfill costs. Therefore, staff recommends increasing residential and commercial service collection rates by 10%. The following chart represents the most common residential and commercial containers with the current rate, proposed rate and increase amount.

Container Size	Current Rate	Proposed Rate for May 1, 2023	Increase Amount
Regular Residential	\$15.00	\$16.50	\$1.50
Senior Citizen	\$10.50	\$11.55	\$1.05

Extra Pick-Up	\$15.00	\$16.50	\$1.50
Large Appliance	\$20.00	\$22.00	\$2.00
Commercial 3 Yard	\$72.80	\$80.00	\$7.20
Cardboard Recycling	\$22.00	\$24.00	\$2.00
Vacant Business	\$5.00	\$6.00	\$1.00
Flat Rate Surcharge for Overweight Containers	\$115.00	\$126.00	\$11.00
Dry Run Fee	\$55.00	\$60.00	\$5.00

Comparisons of current versus proposed rates are attached for all user classes, container sizes, and services.

Fiscal Impact: The increases are necessary to continue to provide required pickup and disposal services as well as fund the sanitation fleet. Increased landfill fees and fuel costs are also drivers to increasing the rates. Moreover, the customer base has been increasing substantially and a rate increase will provide flexibility to hire required staff.

The cost of fuel remains high and it is likely that the price will continue to increase or stay at this high level. Unleaded gas increased \$1.08 per gallon from \$2.92 per gallon in 2021 to \$4.00 in 2022. Diesel fuel also increased \$1.60 per gallon from \$2.74 per gallon in 2021 to \$4.34 per gallon in 2022. In 2021, the City paid \$207,701.31 for fuel. In 2022, the fuel cost increased to \$329,553.55, an increase of \$121,852.24 in one year.

Landfill fees continue to rise as well. City Sanitation paid \$1,025,642.29 for 35,185 tons in FY 2022. The first 6 months were charged at \$28.37 per ton and the last 6 months were charged at \$30.31 per ton. Landfill rates change on January 1 of each year, not July 1. In FY 2023, City Sanitation will pay \$30.31 per ton for the first 6 months and \$32.43 for the last 6 months. Based on landfill fees and tonnage, City Sanitation estimates 36,233.88 tons in FY 2023 for a total of \$1,103,721.72. This represents an increase of \$78,079.43.

The cost to replace the fleet has also increased. The Sanitation Department is scheduled to purchase one roll-off truck and one commercial rear loader. The roll-off truck price is firm at \$232,248.00. The last roll-off truck that the City purchased was \$169,405.38. One of the current roll-off trucks in the fleet is 20 years old with 13,391 hours of operation. The unit is in poor condition and needs to be replaced. The new truck will be placed as a front line roll-off truck and the oldest front line roll-off truck in the fleet will be moved to a backup unit. Looking in to the future, it will also serve as a backup hauler for the screw press project for the Water Plant. The projected price of the commercial rear loader is \$375,000.00. The last commercial rear loader that the City purchased was \$207,224.00. In the past, the City paid \$376,629.38 for these trucks. These same trucks now will cost the City \$607,248.00, representing an increase of \$230, 618.62.

With the proposed rates, there will be a projected increase in revenue of about \$450,000 to help defray the increase in expenses identified above.

Alternatives: The City Commission could choose to not set the public hearing and thereby deny Resolution 10496. Doing so will result in reduced funds available to maintain the equipment and staffing necessary to operate the sanitation service efficiently and effectively, and will negatively impact overall operations.

Attachments/Exhibits:

Resolution 10496

Current versus Proposed Rates

Public Notice for Publication

Rate Review Calendar

RESOLUTION 10496
A RESOLUTION ESTABLISHING RESIDENTIAL AND COMMERCIAL
SANITATION SERVICE COLLECTION RATES EFFECTIVE MAY 1, 2023

WHEREAS, an annual review is performed of the cost of service for the collection and disposal of solid waste from customers of the City of Great Falls, in accordance with Title 8, Chapter 8, of the Official Code of the City of Great Falls; and

WHEREAS, pursuant to Title 8, Chapter 8, of the Official Code of the City of Great Falls, the City of Great Falls is authorized to regulate the City's sanitation services and to establish all rates, fees and charges; and

WHEREAS, the rate and fee schedules are prepared to generate sufficient revenue to pay all costs of the operation and maintenance of existing and proposed services and equipment for providing sanitation services to inhabitants of the City of Great Falls; and

WHEREAS, it is essential to the public health, welfare and safety of the inhabitants of the City of Great Falls to provide an adequate sanitation program and to provide sufficient funding to meet the cost of operation and maintenance; and

WHEREAS, notice having been provided as required by law, the City Commission of the City of Great Falls, conducted a public hearing on Tuesday, April 4, 2023, at the Civic Center, 2 Park Drive South, Commission Chambers Room 206, Great Falls, Montana, at 7:00 p.m., and did consider the cost of operation, maintenance, equipment, facilities and capital improvements for the solid waste collection and disposal system.

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

Basic monthly Sanitation Service Collection Rates are hereby established as follows:

<u>RESIDENTIAL</u>	<u>RATES</u>
Single Family Home	\$16.50
Duplex (\$16.50 per unit)	\$33.00
Triplex (\$16.50 per unit)	\$49.50
Additional 96 Gallon	\$9.35
Senior Citizen	\$11.55
Extra Pickup	
96 Gallon	\$16.50
300 Gallon	\$23.00
plus extra's - per minute	\$8.00

Charges for other commercial pick-up frequencies per week shall be the rate times the number of pickups per week. Large accumulation of material placed for collection may be charged to the customer @ \$5.00 per minute if it takes longer than 2 minutes to load the material.

Special Pickup	
Large appliances	\$22.00
Large appliances with Freon	\$66.00

COMMERCIAL

96 Gallon	\$27.60
300 Gallon Commercial	\$33.00
1.5 yard	\$46.70
2 yard	\$55.80
3 yard	\$80.00
4 yard	\$106.70
6 yard	\$158.70
8 yard	\$210.80
Card Board Recycling	\$24.00
Vacant business **once a month pick-up	\$6.00

DROP BOX (per pick-up)

3 yard construction dumpster (plus rental fees)	\$64.00
10 yard concrete dumpster (plus rental and disposal)	\$203.00
20 yard construction dumpster (plus rental fees)	\$362.00
30 yard construction dumpster (plus rental fees)	\$407.00
40 yard construction dumpster (plus rental fees)	\$447.00
30 yard compacted (plus disposal charge)	\$257.00
40 yard compacted (plus disposal charge)	\$257.00
Flat Rate Surcharge (over weight containers)	\$126.00
Dry Run Fee	\$60.00

Per Day Rental Fees \$2.00

Rates do not include the disposal fee as set forth in the Solid Waste Disposal Agreement between the City of Great Falls and Republic Services. Disposal costs will be assessed by actual weight and volumes in accordance with the agreement.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 4th day of April, 2023.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

**RESOLUTION 10324
RESIDENTIAL AND COMMERCIAL SANITATION COLLECTION RATES
CURRENT AS OF MARCH 1ST, 2020**

<u>RESIDENTIAL</u>	<u>CURRENT</u>	
per month		
Single Family Home	\$13.65	
Duplex (\$13.65 per unit)	\$27.30	
Tri-plex (\$13.65 per unit)	\$40.95	
Additional 96 Gallon	\$7.70	
Senior Citizen	\$9.57	
Extra Pickup		
96 Gallon	\$11.00	
300 Gallon	\$17.00	
plus extra's - per minute	\$5.00	
<i>Charges for other commercial pick-up frequencies per week shall be the rate times the number of pick-ups per week. Large accumulation of material placed for collection may be charged to the customer @ \$5.00 per minute if it takes longer than 2 minutes to load the material.</i>		
Special Pickup		
Large appliances	\$16.00	
Large appliances-with Freon	\$54.00	
<u>COMMERCIAL</u>		<u>EXTRA P/U'S</u>
per month		
96 Gallon	\$22.80	\$11.00
300 Gallon Commercial	\$27.30	\$17.00
1.5 yard	\$38.60	\$12.00
2 yard	\$46.10	\$13.00
3 yard	\$66.20	\$17.00
4 yard	\$88.20	\$22.00
6 yard	\$131.20	\$30.00
8 yard	\$174.20	\$39.00
Card Board Recycling	\$20.00	\$20.00
Vacant business **once a month pick-up	5.00	
<u>DROP BOX</u>		
per pick-up		
3 yard construction dumpster (plus rental fees)	\$52.00	
20 yard construction dumpster (plus rental fees)	\$299.00	
30 yard construction dumpster (plus rental fees)	\$337.00	
40 yard construction dumpster (plus rental fees)	\$370.00	
30 yard compacted (plus disposal charge)	\$213.00	
40 yard compacted (plus disposal charge)	\$213.00	
Flat Rate Surcharge (over weight containers)	105.00	
Dry Run Fee	50.00	
Per Day Rental Fees	2.00	

Rates do not include the disposal fee as set forth in the Solid Waste Disposal Agreement between the City of Great Falls and Republic Services. Disposal costs will be assessed by actual weight and volumes in accordance with the agreement.

**RESIDENTIAL AND COMMERCIAL SANITATION COLLECTION RATES
CURRENT VS PROPOSED RATES FOR 2023
RESOLUTION 10496**

<u>RESIDENTIAL</u>	<u>CURRENT</u>	<u>PROPOSED</u>	<u>INCREASE</u>
per month			
Single Family Home	\$15.00	\$16.50	\$1.50
Duplex (\$15.00 per unit)	\$30.00	\$33.00	\$3.00
Triplex (\$15.00 per unit)	\$45.00	\$49.50	\$4.50
Additional 96 Gallon	\$8.50	\$9.35	\$0.85
Senior Citizen	\$10.50	\$11.55	\$1.05
Extra Pickup			
96 Gallon	\$15.00	\$16.50	\$1.50
300 Gallon	\$21.00	\$23.00	\$2.00
plus extra's - per minute	\$7.00	\$8.00	\$1.00
<i>Charges for other commercial pick-up frequencies per week shall be the rate times the number of pick-ups per week. Large accumulation of material placed for collection may be charged to the customer @ \$8.00 per minute if it takes longer than 2 minutes to load the material.</i>			
Special Pickup			
Large appliances	\$20.00	\$22.00	\$2.00
Large appliances-with Freon	\$60.00	\$66.00	\$6.00
Special Services - Dumpster Cleaning			
Residential Dumpster	\$15.00	\$16.50	\$1.50
Commercial Dumpster	\$50.00	\$55.00	\$5.00
Compactors/Receiver Box	\$100.00	\$110.00	\$10.00

<u>COMMERCIAL</u>			
per month			
96 Gallon	\$25.10	\$27.60	\$2.50
300 Gallon Commercial	\$30.00	\$33.00	\$3.00
1.5 yard	\$42.45	\$46.70	\$4.25
2 yard	\$50.70	\$55.80	\$5.10
3 yard	\$72.80	\$80.00	\$7.20
4 yard	\$97.00	\$106.70	\$9.70
6 yard	\$144.30	\$158.70	\$14.40
8 yard	\$191.60	\$210.80	\$19.20
Card Board Recycling	\$22.00	\$24.00	\$2.00
Vacant business **once a month pick-up	\$5.00	\$6.00	\$1.00

<u>DROP BOX</u>			
per pick-up			
3 yard construction dumpster (plus rental fees)	\$58.00	\$64.00	\$6.00
10 yard concrete dumpster (plus rental & disposal)	\$185.00	\$203.00	\$18.00
20 yard construction dumpster (plus rental fees)	\$329.00	\$362.00	\$33.00
30 yard construction dumpster (plus rental fees)	\$370.00	\$407.00	\$37.00
40 yard construction dumpster (plus rental fees)	\$407.00	\$447.00	\$40.00
30 yard compacted (plus disposal charge)	\$234.00	\$257.00	\$23.00
40 yard compacted (plus disposal charge)	\$234.00	\$257.00	\$23.00
Flat Rate Surcharge (over weight containers)	\$115.00	\$126.00	\$11.00
Dry Run Fee	\$55.00	\$60.00	\$5.00
Per Day Rental Fees	\$2.00	\$2.00	no change

Rates do not include the disposal fee as set forth in the Solid Waste Disposal Agreement between the City of Great Falls and Republic Services. Disposal costs will be assessed by actual weight and volumes in accordance with the agreement.

Additional Fees
Delinquent Penalty 1.5% after 30 days.

Attention Legal Ads:

NOTICE OF PUBLIC HEARING

Notice is hereby given that Resolution No. 10496 titled “A Resolution to Establish Rates in Accordance with Title 8, Chapter 32 of the Official Code of the City of Great Falls (OCCGF), for the Collection and Disposal of Solid Waste Collected from Customers of the City of Great Falls effective May 1, 2023” will be brought before the Great Falls City Commission for public hearing in the Commission Chambers Room 206, Civic Center Building, 2 Park Drive South, Great Falls, Montana, on Tuesday, April 4, 2023, at 7:00 o’clock p.m. Any interested person may speak for or against said Resolution 10496 at the public hearing, or submit written comments to the City Clerk, City of Great Falls, P.O. Box 5021, Great Falls, MT 59403, or by email to commission@greatfallsmt.net before 12:00 PM on Tuesday, April 4, 2023. Written communication received by that time will be shared with the City Commission and appropriate staff for consideration during the agenda item and before final vote on the matter.

Documents pertaining to this agenda item are posted on the City’s website at <https://greatfallsmt.net> under “Meetings,” and are on file for public inspection during regular office hours at the City Clerk’s Office, 2 Park Drive South, Room 102, Great Falls, MT, or contact us at (406) 455-8451.

/s/ Lisa Kunz
City Clerk

DO NOT PUBLISH BELOW THIS LINE:

Publication date: March 26, 2023
 April 2, 2023



2023 SANITATION RATE REVIEW CALENDAR

February						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DATE	TASK	RESPONSIBILITY
1/26/2022	STAFF DISCUSSION RE: UTILITY RATE REVIEW Public Works/Finance Department	Finance Public Works
2/14/2023	STAFF PRESENTATION TO CITY MANAGER City Manager's Office	City Manager Finance Public Works
3/21/2023	PRESENTATION OF SANITATION RATE ANALYSIS City Commission Work Session	Finance Public Works Commission
3/21/2023	SET PUBLIC HEARING City Commission Meeting	Commission Finance / Public Works
3/26/2023	1st PUBLICATION OF NOTICE IN GF TRIBUNE	Great Falls Tribune
4/2/2023	2nd PUBLICATION OF NOTICE IN GF TRIBUNE	Great Falls Tribune
4/4/2023	PUBLIC HEARING/FINAL ACTION City Commission Meeting	Commission Finance / Public Works
5/1/2023	EFFECTIVE DATE FOR RATE INCREASES	Finance



Commission Meeting Date: March 21, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Postpone Bid Award: Civic Center Partial HVAC Renovation, O.F. 1750.2

From: Finance Department

Initiated By: Finance Department

Presented By: Sylvia Tarman, ARPA Project Manager

Action Requested: Postpone Consideration of Bids and Contract Approval

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (postpone/not postpone) consideration of a bid award and contract approval for the Civic Center Partial HVAC Renovation project until the April 4, 2023 Commission Meeting.”

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

Staff Recommendation:

Postpone consideration of a bid award and contract approval for the Civic Center Partial HVAC Renovation project until the April 4, 2023 Commission Meeting.

Summary:

HVAC renovations for the Civic Center have been in the works for a few years. Once the project was identified as a Tier 1 ARPA project, City Staff began working with Cushing Terrell to come up with a comprehensive design to increase the HVAC efficiency throughout the building.

The Civic Center Partial HVAC Renovation project has been in the design and bidding phase since November of 2022. In order to understand the impact other projects within the Civic Center would have on this project, the bid opening was pushed back numerous times to accommodate the decision making process.

City Staff opted not to push back the bid opening date again, for fear of losing interested bidders and offset any potential long lead items. Two bids were received and were opened on March 8, 2023.

Staff recommends postponing the bid award in order to further accommodate the decision making process on other projects throughout the Civic Center, as well as to evaluate the proposals in conjunction with the Transformer/Boiler proposals that just came in, to better understand the overall budget impacts.

Fiscal Impact

This project is being awarded through ARPA Funds.

Alternatives:

The City Commission could vote to not postpone the bid award. However, due to the potential for other projects around the Civic Center to affect this project, it would be prudent to postpone this award to assess the needs of the other projects.

Concurrences:

This action is supported by City staff of the Finance Department.

Attachments/Exhibits:

None



Commission Meeting Date: March 21, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Postpone Bid Award: Civic Center Infrastructure Renovations, O.F. 1750.2

From: Finance Department

Initiated By: Finance Department

Presented By: Sylvia Tarman, ARPA Project Manager

Action Requested: Postpone Consideration of Bids and Contract Approval

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (postpone/not postpone) consideration of a bid award and contract approval for the Civic Center Infrastructure Renovations project until the April 4, 2023 Commission Meeting.”

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

Staff Recommendation:

Postpone consideration of a bid award and contract approval for the Civic Center Infrastructure Renovations project until the April 4, 2023 Commission Meeting.

Summary:

The Civic Center Infrastructure Renovations project includes upgrades to the Transformer and Boilers, as well as other electrical upgrades in the building.

The Transformer/Boiler upgrades were identified as a Tier 1 ARPA project, along with the HVAC upgrades, in April of 2022. The project budget was set at 2.3 million for both portions of the project in December 2022. The City awarded the design contract to Cushing Terrell, and staff has been working with them since December to complete a design to replace the boilers, move the transformer outside the building, and upgrade the electrical service to support these upgrades.

The project went out for bid in early February. Two bids were received and were opened on March 15, 2023. City Staff and Cushing need additional time to evaluate the proposals and understand the overall budget impacts in conjunction with the HVAC portion of the project.

Fiscal Impact

This project is being awarded through ARPA Funds.

Alternatives:

The City Commission could vote to not postpone the bid award. However, in order to fully understand the budget impacts, City Staff needs additional time to review the full project impacts.

Concurrences:

This action is supported by City staff of the Finance Department.

Attachments/Exhibits:

None



Commission Meeting Date: March 21, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10499 – A Resolution to vacate a portion of 50th Street North and 8th Avenue North within Cottage Grove Phase 3 Addition; Approval of an Amended Plat of Lots 7-19, Block 1, and Lots 7-9, Block 2, Cottage Grove Phase 3 Addition, Section 4, T20N, R4E, P.M.M., Cascade County, Montana; Ordinance 3257 – An Ordinance to rezone the property legally described as Lots 10-19, Block 1 and Lot 9, Block 2, Cottage Grove Phase 3 Addition from PUD, Planned Unit Development, to R-6 Multi-family High Density; Resolution 10492 - Annexation of property addressed as 5123 7th Avenue North and legally described as Mark 17 in the SE ¼ of Section 4, T20N, R4E, P.M.M., Cascade County, Montana; Ordinance 3258 – An Ordinance to assign R-6 Multi-family, High Density zoning for 6.58 acres, and; Preliminary Plat for Discovery Meadows Addition.

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

Initiated By: Discovery Meadows, Inc.

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

Action Requested: City Commission conduct public hearing and adopt Resolution 10499; approve the Amended Plat of Cottage Grove Phase 3 Addition; adopt Ordinance 3257; adopt Resolution 10492; approve the Improvement Agreement; adopt Ordinance 3258; and approve Discovery Meadows Apartments Preliminary Plat.

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.
 - A. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10499, subject to the Conditions of Approval being fulfilled by the applicant.”
 - B. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

II.

A. Commissioner moves:

“I move that the City Commission (approve/not approve) the amended plat for Cottage Grove Phase 3 Addition, and the accompanying the Finding of Fact, subject to the Conditions of Approval being fulfilled by the applicant.”

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

III.

A. Commissioner moves:

“I move that the City Commission (adopt/deny) Ordinance 3257 allowing the rezone request from PUD, Planned Unit Development to R-6, Multi-family High Density as legally described in the Staff Report, and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant.”

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

IV.

A. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10492 to annex the property legally described as Mark 17 in the SE ¼ of Section 4, T20N, R4E, P.M.M., Cascade County, Montana, and (approve/not approve) the Improvement Agreement and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant.”

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

V.

A. Commissioner moves:

“I move that the City Commission (adopt/deny) Ordinance 3258 to assign R-6, Multi-family, High Density zoning for the newly annexed property and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant.”

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

VI.

A. Commissioner moves:

“I move that the City Commission (approve/not approve) the Preliminary Plat of the Discovery Meadows Apartments subdivision and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant.”

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

Staff Recommendation:

Staff recommends adoption of Resolution 10499, approval of the amended plat, adoption of Ordinance 3257, adoption of Resolution 10492 and the Improvement Agreement, adoption of Ordinance 3258, and approval of the Preliminary Plat. At the conclusion of a public hearing held on January 24, 2023, the Great Falls Planning Advisory Board/Zoning Commission voted to recommend approval of the applicant's rezoning request, the proposed annexation and establishment of zoning for the 6.58 acre tract of land to be annexed, and the Preliminary Plat of Discovery Meadows Apartments Addition, subject to the fulfillment of the following Conditions of Approval:

Conditions of Approval:

1. **General Code Compliance.** The proposed project shall be developed consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. **Annexation and Development Agreement.** The applicant shall abide by the terms and conditions specified in the attached Annexation and Development Agreement for the subject properties. The Annexation and Development Agreement must be signed by the applicant and recorded with the Cascade County Clerk and Recorder's Office.
3. **Land Use & Zoning.** The development standards and land uses for the subject properties shall be consistent with the Official Code of the City of Great Falls (OCCGF).
4. **Subdivision Plat.** Provide an Amended Plat of the subject property which shall incorporate corrections of any errors or omissions noted by Staff.
5. **Utilities.** The extension and connection of on-site utilities for the subject properties shall be approved by the City Public Works Department.

Background:

In March of 2008, the City Commission approved the third phase of a subdivision known as the Cottage Grove Addition. The subdivision was developed as a Planned Unit Development (PUD) specifically to allow for smaller lot sizes. As of the writing of this report, only eight of the twenty-seven lots have been developed. The owner of the undeveloped lots is proposing to rezone and aggregate the vacant lots and the abutting rights-of-way in the subdivision in order to allow the property to be used as part of a 252-unit apartment complex. The total land area to be considered for the project is approximately 8.88 acres.

Vacation of a portion of 50th Street North and 8th Avenue North – Resolution 10499

The applicant is requesting a right-of-way vacation for a portion 50th Street North and a portion of 8th Avenue North. Based off of these vacations, the lots that abut the vacated rights-of-way will be aggregated with the former 50th Street North and 8th Avenue North to form one lot. The applicant has provided an amended plat for Lots 7-19 of Block 1 and Lots 7-9 for Block 2, and the abutting rights-of-way, of the Cottage Grove Phase 3 Addition.

Montana Code Annotated (MCA) requires a petition to be sent to each of the owners abutting the rights-of-way being vacated. Unless 51 percent of the affected property owners object to the proposed vacation, the Commission may, by ordinance, declare such vacation. Staff notes that the applicant is the only property owner on either side of the rights-of-way. Staff supports the right of way vacation request because the applicant is the only affected property owner, the applicant's project will allow the property in question

to be safely accessed by emergency service providers, and the existing homeowners further south on 50th Street will still have access from the existing street.

Non –Administrative Amended Plat Request

The applicant is proposing to aggregate lots 9-19 of Block 1 of Cottage Grove Phase 3 and Lot 9 of Block 2 of Cottage Grove Phase 3. Additionally, the applicant is proposing to vacate the 50th Street North right-of-way that serves these lots and aggregate them into one lot. Lot 8 of Block 1 of Cottage Grove Phase 3 will be enlarged slightly because of the amended plat while Lot 8 of Block 2 of Cottage Grove Phase 3 will become slightly smaller. The cul-de-sac that terminated 50th Street North will be shifted to the south and will affect Lots 7 and 8 of both Block 1 and Block 2 of Cottage Grove Phase 3. Although the right-of-way vacation was not required to go before the Planning Board, the action does require an amended plat and City Commission approval.

The amended plat has been reviewed by staff and complies with the requirements of the subdivision regulations. The existing homeowners further to the south on 50th are not affected by the change in platting. However, the applicant will greatly benefit from the request because it will create additional land area for the proposed apartment project.

Annexation by Petition Request

Discovery Meadows, Inc., submitted an application to the City of Great Falls to annex and assign City zoning to the 6.58 acre property addressed as 5123 7th Avenue North and located at the northwest corner of 7th Avenue North and 52nd Street North as well as annex the abutting rights-of-way. The applicant proposes development of an apartment complex consisting of six 42-plex buildings for a total of 252 units. The project is likely to be built in phases beginning in the southeast corner of the subject property. The development will also include the leftover lot from the amended plat of Cottage Grove Phase 3 Addition.

The subject property is bordered by the City on two sides, with the north and east property line bordered by properties outside the City limits. The subject properties to the west are single family residences in the Cottage Grove Phase 3 Addition. The properties to the south are single family residences in the Portage Meadows Addition. To the east, lies the Siebel Soccer Fields, which are owned by the City of Great Falls. A portion of the Seibel Soccer Fields includes a long, thin strip of property that runs alongside 52nd Street North that has not yet been annexed into the City, although the majority of the soccer fields are within City limits. To the north, outside of the City limits, is Heritage Baptist Church. While the subject property is roughly 6.58 acres in size, the applicant is dedicating approximately 0.55 acres to widen the right-of-way on 52nd Street North so it can be reconstructed to city standards.

The basis of decision for an annexation by petition request is listed in OCCGF § 17.16.7.050. The decision of the City Commission shall at a minimum consider the criteria which are attached as *Findings of Fact/Basis of Decision – Annexation by Petition*. Staff supports the annexation request based on the following reasons: 1) the property is contiguous to City Limits on two of four sides, 2) the applicant will be reconstructing both 52nd Street North and 7th Avenue North to City standards, and 3) all City utilities are situated in rights-of-way abutting the property and can be extended by the applicant.

Establishment of Zoning and Zoning Map Amendment

The applicant's request to establish R-6 zoning on the subject property meets specific goals and objectives within the City of Great Falls Growth Policy, including encouraging a diverse, safe, and affordable supply of housing in the City. This project will substantially expand the supply of apartment residential opportunities and encourages a variety of housing types and densities so that residents can choose by price

or rent, location and place of work. The property also is conveniently located near Malmstrom Air Force Base as well as a large City park.

The applicant is also requesting to rezone the former Lots 9-19 of Block 1 and Lot 9 of Block 2 and the abutting rights-of-way of Cottage Grove Phase 3 Addition that are being incorporated into the new Discovery Meadows Apartments Addition from Planned Unit Development (PUD) to R-6. This Zoning Map Amendment will allow the applicant to build the proposed 252-unit apartment complex.

The basis for decision on zoning map amendments is listed in Official Code of the City of Great Falls (OCCGF) §17.16.40.030 of the Land Development Code. The decision of City Commission shall at a minimum consider the criteria which are attached as *Findings of Fact– Zoning Map Amendment*. As noted earlier in the agenda report, the lots in this subdivision are all controlled by the applicant and have been vacant for fifteen years. Because of these conditions, it is reasonable to consider rezoning the properties for higher density development.

Required Improvements

Water Main Improvements. The applicant will be required to extend a looped eight inch main through the development and connect to the existing water mains as shown on the proposed Site Plan. The improvement is to be owned and maintained by the City upon completion.

Sanitary Sewer Main Improvements. All buildings shall be served by sanitary sewer as shown on the proposed Site Plan. The construction of the sewer main is the responsibility of the applicant. Any portion of sewer main located outside of the public right-of-way shall be located in a minimum 20-foot wide public utility easement. The improvement is to be owned and maintained by the City upon completion.

Roadway and Sidewalk Improvements. The applicant shall be responsible for constructing curbing sidewalk and boulevard landscaping along the west side of 52nd Street North and curbing along the east side of 52nd Street North. The applicant will provide a Geotechnical Report to support the design of the 52nd Street North roadway pavement section, and agrees to convert the existing gravel road to a paved facility meeting City standards. The applicant will construct and/or reconstruct curbing, sidewalk, and boulevard landscaping along the north side of 7th Avenue North. All boulevard improvements on the west side of 52nd Street North and north side of 7th Avenue North shall be maintained by the owner of the property. The applicant is required to construct the sub-base course for the northern 8-12 foot portion of 7th Avenue North. The applicant will also be responsible for providing a crosswalk on the north end of the intersection of 52nd Street North and 7th Avenue North to create a pedestrian connection to the City's Siebel Soccer Fields Facility. The City will be responsible for reimbursing the applicant for half of the roadway improvements made to 52nd Street North. The City is also responsible for painting the curbs and installing "No Parking" signs along the east and west sides of 52nd North. Lastly, the City will be responsible for paving the north 8-12 foot section of 7th Avenue North.

Preliminary Plat

Presuming the City Commission approves the amended plat that aggregates the Cottage Grove Phase 3 Addition lots along with the vacated right-of-way, the applicant will finalize a major subdivision of the newly annexed property, and the previous Cottage Grove Phase 3 Addition lots. The applicant is proposing to subdivide the two lots into seven lots. The lots range in size from 30,977 square feet to 93,277 square feet. The proposed lots are consistent with the R-6 zoning district standards.

Fiscal Impact:

Vacation of the rights-of-way will have minimal fiscal impact to the City. Because the City owns the property east of 52nd Street North, the City's Public Works Department will be responsible for paying for half of the roadway improvements to the street. This includes painting the curbs and installation of "No Parking" signs. The Department will also be responsible for the cost of paving the northern 8-12 feet of 7th Avenue North. However, improvements to the west portion of 52nd Street North, the sub-base course of the north 8-12 feet of 7th Avenue North, the crosswalk across the intersection of 7th Avenue North and 52nd Street North to the Siebel Soccer Fields, and the improvements to the water and sanitary sewer mains will be incurred by the developer. The annexation of the property will increase the City's tax base as well.

Alternatives:

The City Commission could deny any portion of the applicant's request. If such action is taken, the Commission must develop alternative findings to support such a denial decision.

Neighborhood Council Input:

Neighborhood Council #4 held a special meeting to discuss the applicant's requests on December 15, 2022. The council voted 3-0 in favor of recommending approval to the City Commission.

Concurrences:

Representatives from the City's Public Works Department and Park and Recreation Department have been involved throughout the review and approval process for this project. In particular, Public Works staff collaborated with the applicant on the attached Annexation Improvement agreement.

Attachments/Exhibits:

Resolution 10499

Ordinance 3257

Resolution 10492

Ordinance 3258

Applicant's Petition to Vacate

Notice and Acknowledgements of Receipt of Notice of Intent to Vacate

Draft Amended Plat

Findings of Fact – Zoning Map Amendment

Findings of Fact- Amended Plat

Findings of Fact – Annexation

Findings of Fact – Preliminary Plat

Aerial Map

Zoning Map

Annexation Narrative

Rezone Narrative

Site Plan

Preliminary Plat

Draft Improvement Agreement

Ordinance 3257 Exhibit A



 Parcel selection

 City Limits



RESOLUTION 10499

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, VACATING THE PORTION OF 50th STREET NORTH ABUTTING LOTS 9-19, BLOCK 1, AND LOT 9, BLOCK 2, AND THE PORTION OF 8TH AVENUE NORTH ABUTTING LOT 19, BLOCK 1 AND LOT 9, BLOCK 2, COTTAGE GROVE PHASE 3 ADDITION, SECTION 4, T20N, R4E, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA AS SHOWN IN EXHIBIT "A", AND IN ACCORDANCE WITH THE PROVISIONS OF MONT. CODE ANN. § 7-3-4448

* * * * *

WHEREAS, the Plat of the Cottage Grove Phase 3 Addition to Great Falls dedicated a sixty (60) foot wide right-of-way for 50th Street North and 8th avenue North; and

WHEREAS, Discovery Meadows, Inc. owns the properties on both sides of said right-of-way and have submitted a petition to have said portions of 50th Street North and 8th Avenue North vacated; and

WHEREAS, it is determined retention of the portions of 50th Street North and 8th Avenue North serves no practical or functional traffic related purpose or for access by the public; and

WHEREAS, it is determined that utility easements will be created to accommodate public utilities; and

WHEREAS, the right-of-way and easement therein of any owner is not impaired by the requested vacation; and

WHEREAS, Mont. Code Ann. § 7-3-4448 sets forth, in pertinent part: (1)...Before vacating any street or part thereof or narrowing any street, the commission shall first pass a resolution declaring its intention to do so; and

WHEREAS, at its regular meeting held on February 21, 2023, the City Commission of the City of Great Falls, Montana, passed and adopted Resolution 10491, titled:

A RESOLUTION OF INTENTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO VACATE 50th STREET NORTH ABUTTING LOTS 10-19, BLOCK 1, AND LOT 9, BLOCK 2, AND 8TH AVENUE NORTH ABUTTING LOT 19, BLOCK 1 AND LOT 9, BLOCK 2, COTTAGE GROVE PHASE 3 ADDITION, SECTION 4, T20N, R4E, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA., IN ACCORDANCE WITH THE PROVISIONS OF MONT.

CODE ANN. § 7-3-4448, AND DIRECTING NOTICE TO BE GIVEN AS PROVIDED BY LAW; and

WHEREAS, notice was provided pursuant to Mont. Code Ann. § 7-3-4448(2); and

WHEREAS, a public hearing was held by the City Commission of the City of Great Falls, Montana, on the 21st day of March, 2023, at 7:00 o'clock p.m. in the Commission Chambers of the Civic Center, 2 Park Drive South, Great Falls, Montana, where said Commission heard all persons relative to the proposed vacation of the portion of 50th Street North adjacent to Lots 9-19, Block 1 and Lot 9, Block 2, Cottage Grove Phase 3 Addition, and the portion of 8th Avenue North adjacent to Lot 19, Block 1 and Lot 9, Block 2, Cottage Grove Phase 3 Addition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, that the portion of 50th Street North adjacent to Lots 9-19, Block 1 and Lot 9, Block 2, Cottage Grove Phase 3 Addition, and the portion of 8th Avenue North adjacent to Lot 19, Block 1 and Lot 9, Block 2, Cottage Grove Phase 3 Addition., Section 4, T20N, R4E, P.M.M., City of Great Falls, Cascade County, Montana is hereby vacated and abandoned subject to the following conditions:

- 1. **Amended Plat.** Provide an Amended Plat of the subject properties, showing the proposed vacation and aggregation, which notes all easements required by the City of Great Falls, including water and sanitary sewer easements. The revised plat shall incorporate corrections of any errors or omissions noted by Staff. A deed will also be required to ensure that all the properties are under one ownership in order to aggregate the parcels.

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 this 21st day of March, 2023.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

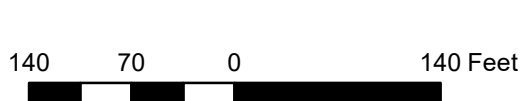
APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

Resolution 10499 Exhibit A



- City Limits
- ROW vacation



ORDINANCE 3257

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA TO REZONE THE PROPERTIES LEGALLY DESCRIBED AS: LOTS 10-19, BLOCK 1, AND LOT 9, BLOCK 2, COTTAGE GROVE PHASE 3 ADDITION, SECTION 4, T20N, R4E, P.M.M., CASCADE COUNTY, MONTANA FROM PUD, PLANNED UNIT DEVELOPMENT TO R-6 MULTI-FAMILY HIGH DENSITY.

* * * * *

WHEREAS, the subject properties, legally described above, are presently zoned PUD, Planned Unit Development; and

WHEREAS, the potential property owner, Discovery Meadows, Inc., has petitioned the City of Great Falls to rezone said properties to R-6 Multi-family, High Density zoning district; and

WHEREAS, at the end of a meeting on January 24, 2023, the Great Falls Zoning Commission passed a motion recommending the City Commission rezone the property legally described as Lots 10-19, Block 1 and Lot 9, Block 2, Cottage Grove Phase 3 Addition, Section 4, T20N, R4E, P.M.M., Cascade County, Montana; and

WHEREAS, notice of assigning said zoning classification to the subject properties was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 21st day of March, 2023, before final passage of said Ordinance herein; and

WHEREAS, following said public hearing, it was found and decided that the zoning map amendment 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 rezoning designation be made.

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

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

Section 2. That the properties legally described as: Lots 10-19, Block 1 and Lot 9, Block 2, Cottage Grove Phase 3 Addition, Section 4, T20N, R4E, P.M.M., Cascade County, Montana, be rezoned to R-6 Multi-family, High Density as shown in Exhibit A.

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 February 21, 2023.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading March 21, 2023.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3257 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

RESOLUTION 10492

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 MARK 17 WITHIN THE SE 1/4 OF SECTION 4, T20N, R4E, PMM, CASCADE COUNTY, MONTANA IN ACCORDANCE WITH THE PROVISION OF SECTION 7-2-4601, MONTANA CODE ANNOTATED.

* * * * *

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

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

Mark 17 within the SE 1/4 of Section 4, T20N, R4E, PMM, 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 properties 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, Discovery Meadows, Inc., the owner of the hereinabove described property, has 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 January 24, 2023, to consider said annexation and assignment of zoning of R-6 Multi-family High Density district for the newly annexed property and, at the conclusion of said hearing, passed a motion recommending the City Commission annex Mark 17 within the SE 1/4 of Section 4, T20N, R4E, PMM, Cascade County, Montana and assign said zoning of R-6 for the newly annexed property.

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

WHEREAS, the City Commission adopted Resolution 10388 to authorize and direct City staff to update the appropriate boundaries of Neighborhood Council District 4 to include the subject property; 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: Mark 17 within the SE 1/4 of Section 4, T20N, R4E, PMM, Cascade County, Montana” as shown on attached “Exhibit A.”

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

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

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 21st day of March, 2023.

Bob Kelly, Mayor

ATTEST:

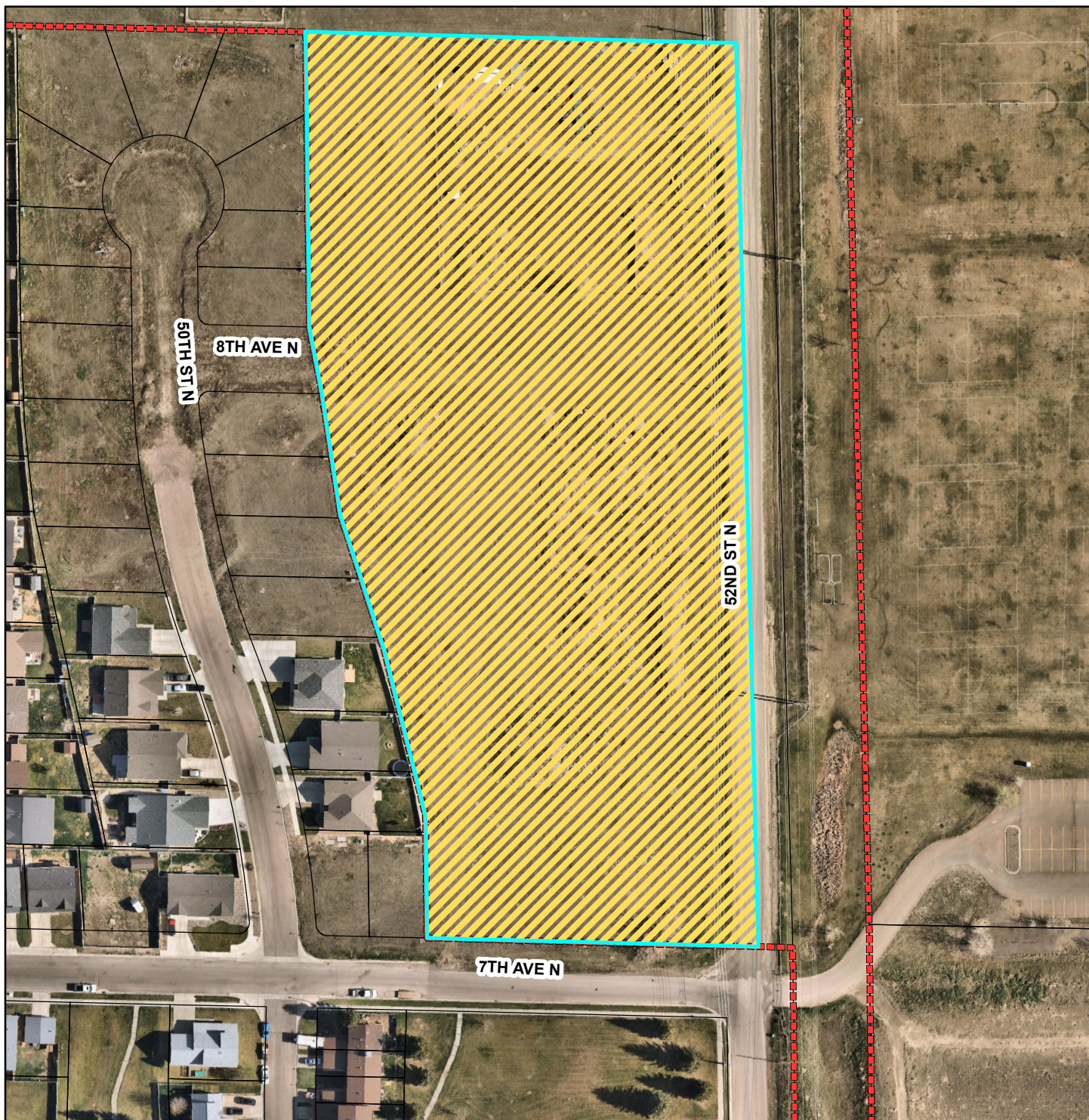
Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

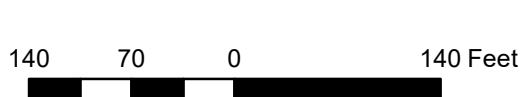
David Dennis, City Attorney

Resolution 10492 Exhibit A



 Parcel selection

 City Limits



ORDINANCE 3258

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF R-6 MULTI-FAMILY, HIGH DENSITY TO THE PROPERTY LEGALLY DESCRIBED AS: TRACT 2A OF CERTIFICATE OF SURVEY 4098, LOCATED IN THE SE1/4 OF SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA AND THE ADJOINING RIGHT OF WAY OF 52ND STREET NORTH AND 7TH AVENUE NORTH

* * * * *

WHEREAS, the Discovery Meadows, Inc., is the owner of record and has petitioned the City of Great Falls to annex the subject property, consisting of ±6.58 acres, as legally described above; and

WHEREAS, Discovery Meadows, Inc. has petitioned the City of Great Falls to assign a zoning classification of R-6, Multi-family, High Density to the subject property, upon annexation into the City; and

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on January 24, 2023, 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 2A of Certificate of Survey 4098 and the adjoining right of way of 52nd Street North from the North property line of Tract 2A to the existing City limit line to the South located in SE1/4 of Section 4, 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 21st day of March, 2023, before final passage of said Ordinance herein; and

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

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

Section 1. It is determined that the herein requested R-6 zoning assignment meets 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 “R-6, Multi-family, High Density” be assigned to the property legally described as: Tract 2A of Certificate of Survey 4098 and the adjoining right of way of 52nd Street North from the North property line of Tract 2A to the existing City limit line to the South located in SE1/4 of Section 4, 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 February 21, 2023.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading March 21, 2023.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3258, on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

LAND USE APPLICATION SUBMITTAL
Discovery Meadows Apartments
September 20, 2022



APPENDIX E

ROW Vacation Petition



SEPTEMBER 15, 2022

Mayor Bob Kelly and City Commissioners

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

RE: Vacation of a portion of the 50th Street North and 8th Avenue North Right-of-Way

We, the undersigned, are asking the City Commission of the City of Great Falls to vacate the 50th Street North and the 8th Avenue North right-of-way's that sit in the Cottage Grove Phase 3 Subdivision. This vacation would include from the northern terminus of the current platted cul-de-sac of 50th Street North to the northern terminus of proposed Amended Plat of Cottage Grove Phase 3 as well as the entirety of the 8th Avenue North. The procedure to vacate right-of-way's is outlined in the Montana Code Annotated 7-3-4448 and requires a petition in writing of at least the owners of the lots on the street or alley; and approval by a majority vote of the council. The undersigned represent 100% of the owners.

The 50th Street North Right-of-Way described is in the City of Great Falls, Cascade County, Montana, PMM, Township 20 North, Range 4 East, Section 4, Block 1 Lots 10-19 and Block 2 Lot 9. All these lots are owned by Discovery Meadows, Inc. The 8th Avenue North Right-of-Way described is in the City of Great Falls, Cascade County, Montana, PMM, Township 20 North, Range 4 East, Section 4, Block 1 Lot 19 and Block 2 Lot 9. All these lots are owned by Discovery Meadows, Inc. See the attached preliminary plat for further explanation.

We appreciate your consideration in this matter.

Owners

Discovery Meadows, Inc

Signature: *Barbara Woith*
Name: Barbara Woith *9/15/22*
Title: Officer

Signature: *Spencer Woith*
Name: Spencer Woith *9/15/22*
Title: Officer

FINDINGS OF FACT/BASIS OF DECISION – MONTANA SUBDIVISION AND PLATTING ACT

Amended plat of Cottage Grove Phase 3 Addition, located in the SE1/4 of Section 4, Township 20 North, Range 4 East, PMM, City of Great Falls, Cascade County, Montana and the right-of-way of 50th Street North and 8th Avenue North.

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

PRIMARY REVIEW CRITERIA:

Effect on Agriculture and Agricultural Water User Facilities: The subject property is located within the Cottage Grove Phase 3 addition, which is located in city limits. The owner is proposing to construct a multi-family residential complex on the newly created lot. The project site is surrounded by existing residential development on the west and the south. A church is located to the north and the lot to the east is proposed to be annexed into the City of Great Falls in order to build a multi-family residential complex. Thus, the proposed aggregation will not interfere with any agricultural irrigation system or present any interference with agricultural operations in the vicinity.

Effect on Local Services: Lots in the proposed subdivision are currently served or will be served from public mains or private utility lines at the time of development. The Owner will pay the cost of the service lines from these utility mains. The owner of the lot created by the aggregation will pay regular water and sewer charges, and monthly storm drain charges. The property proposed for this aggregation is currently receiving law enforcement and fire protection service from the City of Great Falls and the subdivision does not propose any changes to the current services.

Effect on the Natural Environment: Because only one new lot will be created, the subdivision is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. Surface drainage from the subdivision will ultimately be integrated into existing City storm water infrastructure.

Effect on Wildlife and Wildlife Habitat: The subdivision is surrounded on three sides by existing development. This is not in an area of significant wildlife habitat beyond occasional deer and migrating fowl.

Effect on Public Health and Safety: Based on available information, the subdivision is not subject to abnormal natural hazards nor potential man-made hazards. The subdivision itself will not have a negative effect on Public Health and Safety. City utility mains surround the site. The property is noted for having poor soils, but that issue will be better addressed through multifamily development than by constructing single family homes on each existing lot.

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

The subdivision meets the requirements of the Montana Subdivision and Platting Act and the

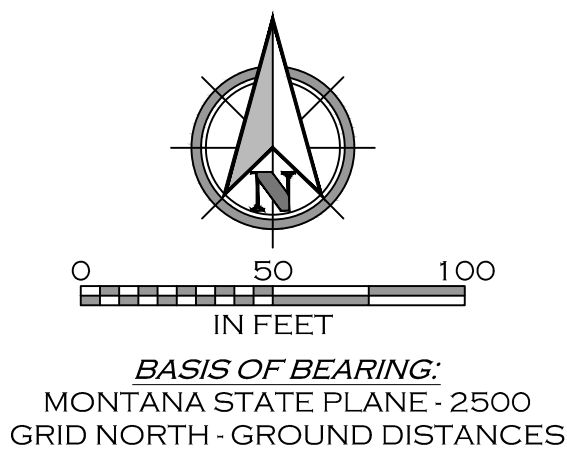
surveying requirements specified in the Uniform Standards for Monumentation and conforms to the design standards specified in the local subdivision regulations. The local government has complied with the subdivision review and approval procedures set forth in the local subdivision regulations.

EASEMENT FOR UTILITIES

The developer shall provide necessary utility easements to accommodate public and private utilities to serve the new lot created by the aggregation.

LEGAL AND PHYSICAL ACCESS

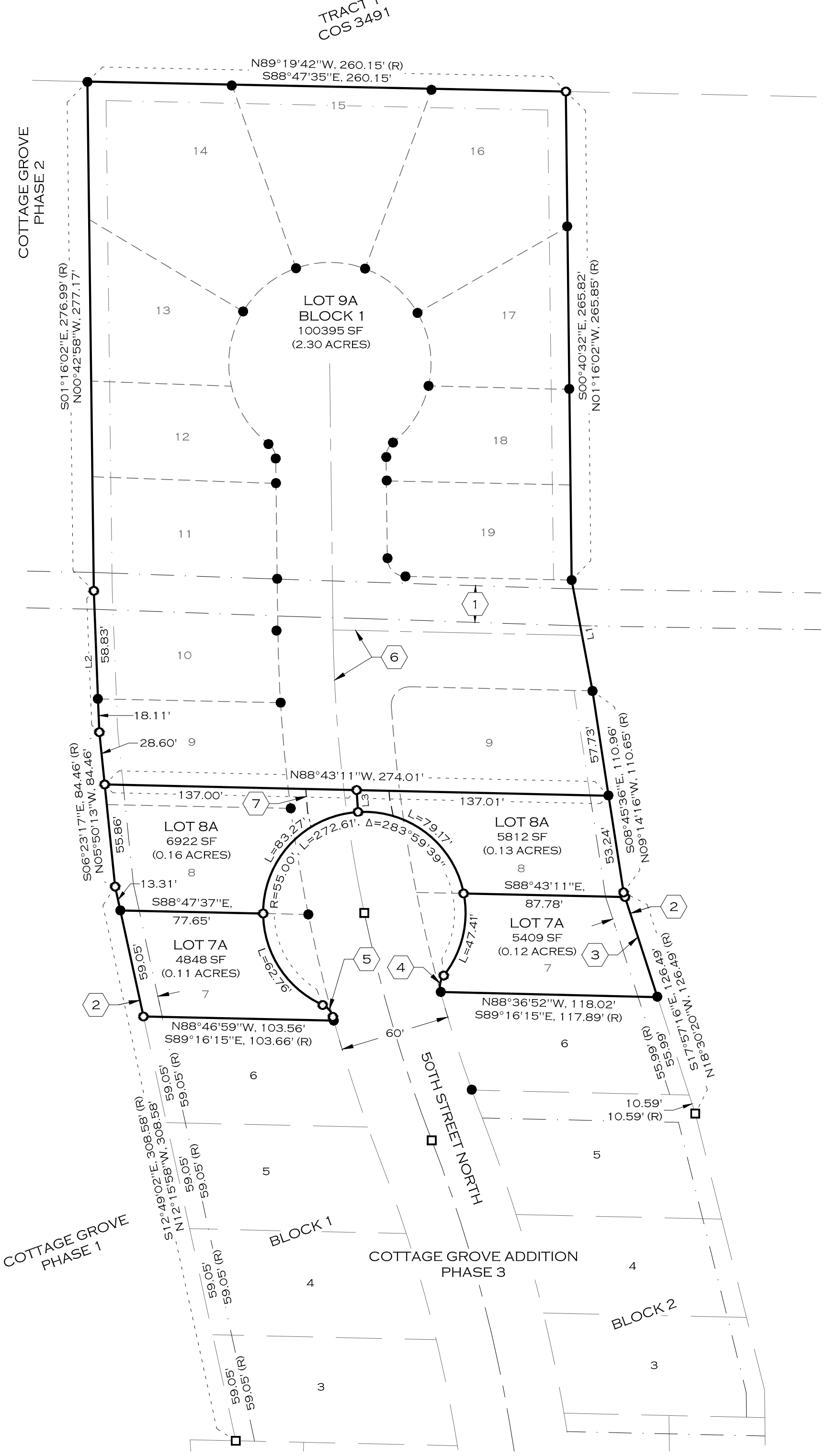
Legal and physical access to the proposed aggregated lot will be provided through access easements associated with the proposed annexation and major subdivision of the lot to the east. The property will have access to 52nd Street North and 7th Avenue North if the project is approved.



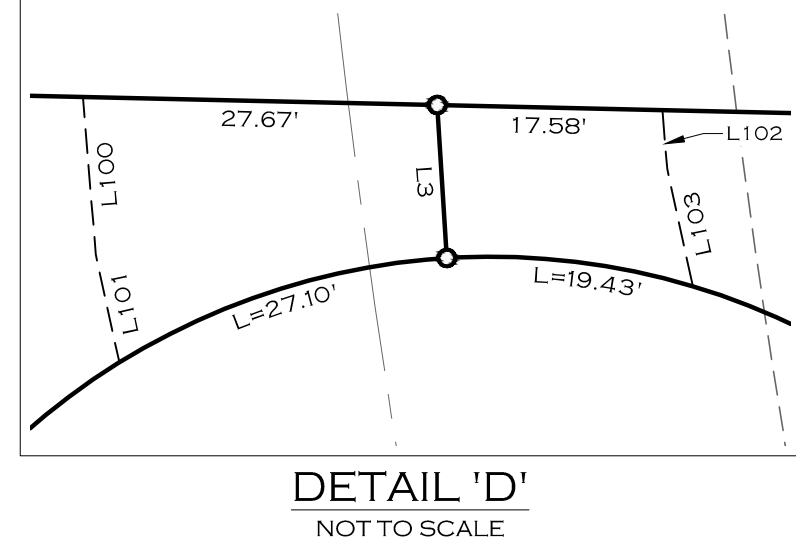
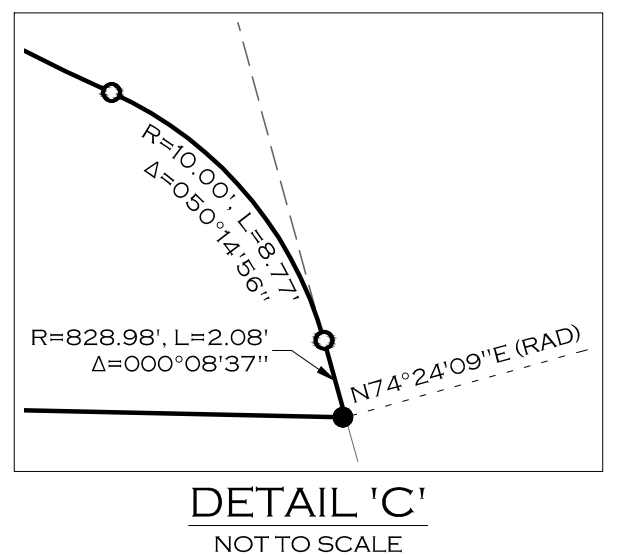
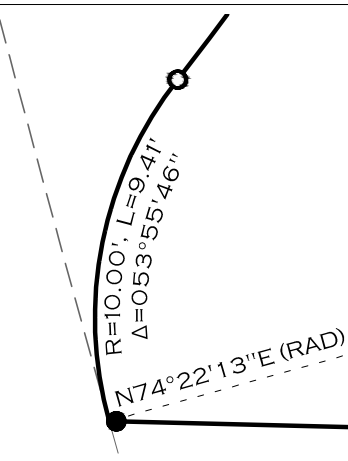
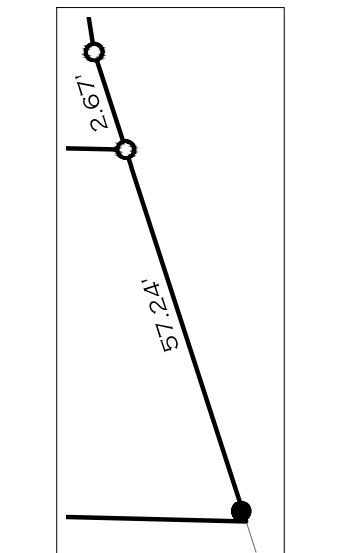
AMENDED PLAT OF COTTAGE GROVE ADDITION PHASE 3

OWNER OF RECORD
DISCOVERY MEADOWS, INC.
SURVEY COMMISSIONED BY
DISCOVERY MEADOWS, INC.
TOTAL SUBDIVISION AREA
2.82 ACRES (GROSS & NET)

LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA



- LEGEND**
- LOT BOUNDARY PER THIS AMENDED PLAT
 - - - OLD LOT BOUNDARY
 - - - ADJOINING LOT BOUNDARY (NOT PART OF THIS SURVEY)
 - - - EXISTING EASEMENT AS DESCRIBED
 - - - EXISTING RIGHT-OF-WAY
 - FOUND 1 1/2" YELLOW PLASTIC CAP MARKED "5206ES"
 - SET 3/8" X 24" REBAR WITH 1 1/4" YELLOW PLASTIC CAP MARKED "WEI SHAYLOR 19110LS"
 - CALCULATED POINT - NOTHING FOUND OR SET
 - (R) RECORD OR ADDITIVE RECORD - PLAT OF COTTAGE GROVE ADDITION PHASE 3 (2008)
 - (RAD) RADIAL BEARING



PURPOSE OF SURVEY

THE PURPOSE OF THIS AMENDED PLAT IS TO DEPICT THE AGGREGATION OF LOTS.

PERIMETER LEGAL DESCRIPTION

LOTS 7-19 OF BLOCK 1 OF COTTAGE GROVE ADDITION PHASE 3 AND LOTS 7-9 OF BLOCK 2 OF COTTAGE GROVE ADDITION PHASE 3, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, PRINCIPAL MERIDIAN MONTANA, CASCADE COUNTY, MONTANA, SUBJECT TO ALL EASEMENTS OR RIGHTS-OF-WAY AS SHOWN, EXISTING, APPARENT OR OF AND ACCORDING TO THE ATTACHED PLAT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF COTTAGE GROVE ADDITION PHASE 3, SAID POINT BEING A FOUND 1 1/2" YELLOW PLASTIC CAP MARKED "5206ES", THENCE, S88°47'35"E, A DISTANCE OF 260.15', THENCE, S00°40'32"E, A DISTANCE OF 265.82 FEET; THENCE, S10°37'11"E, A DISTANCE OF 61.32 FEET; THENCE, S08°45'36"E, A DISTANCE OF 110.96 FEET; THENCE, S17°57'16"E, A DISTANCE OF 57.24 FEET; THENCE, N88°36'52"W, A DISTANCE OF 118.02 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 53°55'46" AND A DISTANCE OF 9.41 FEET; THENCE, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 283°59'39" AND A DISTANCE OF 272.61 FEET; THENCE, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 50°14'56" AND A LENGTH OF 8.77 FEET; THENCE, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 828.98 FEET, A CENTRAL ANGLE OF 00°08'37" AND A DISTANCE OF 2.08 FEET TO A NON-TANGENT POINT; THENCE, N88°46'59"W, A DISTANCE OF 103.56 FEET; THENCE, N12°15'58"W, A DISTANCE OF 72.36 FEET; THENCE, N05°50'13"W, A DISTANCE OF 84.46 FEET; THENCE, N02°14'07"W, A DISTANCE OF 76.94 FEET; THENCE, N00°42'58"W, A DISTANCE OF 277.17 FEET TO THE POINT OF BEGINNING, CONTAINING 2.82 ACRES, MORE OR LESS.

CERTIFICATE OF OWNER

THE UNDERSIGNED DO HEREBY CERTIFY THAT THE THE PURPOSE OF THIS SURVEY IS TO AGGREGATE LOTS, AS SHOWN IN THE ATTACHED AMENDED PLAT, TO BE KNOWN AS THE AMENDED PLAT OF COTTAGE GROVE ADDITION PHASE 3, LOCATED IN THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, PRINCIPAL MERIDIAN MONTANA, CASCADE COUNTY, MONTANA DESCRIBED AS FOLLOWS:

LOTS 7-19 OF BLOCK 1 OF COTTAGE GROVE ADDITION PHASE 3, LOTS 7-9 OF BLOCK 2 OF COTTAGE GROVE ADDITION PHASE 3 LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, PRINCIPAL MERIDIAN MONTANA, CASCADE COUNTY, MONTANA, CONTAINING 9.42 ACRES, MORE OR LESS.

WE FURTHER CERTIFY THIS SURVEY IS EXEMPT FROM SUBDIVISION REVIEW PURSUANT TO 76-3-207(1)(b), MCA TO WIT: "AGGREGATION OF PARCELS OR LOTS WHEN A CERTIFICATE OF SURVEY OR SUBDIVISION PLAT SHOWS THAT THE BOUNDARIES OF THE ORIGINAL PARCELS HAVE BEEN ELIMINATED AND THE BOUNDARIES OF A LARGER AGGREGATE PARCEL ARE ESTABLISHED. A RESTRICTION OR REQUIREMENT ON THE ORIGINAL PLATTED LOT OR ORIGINAL UNPLATTED PARCEL CONTINUES TO APPLY TO THOSE AREAS."

THE UNDERSIGNED FURTHER CERTIFIES THAT THIS AGGREGATION IS EXEMPT FROM REVIEW BY THE MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO ARM 17.36.605(2)(b)(i), TO WIT: "A PARCEL THAT HAS A PREVIOUS APPROVAL ISSUED UNDER TITLE 76, CHAPTER 4, PART 1, MCA, IF NO FACILITIES OTHER THAN THOSE PREVIOUSLY APPROVED EXIST OR WILL BE CONSTRUCTED ON THE PARCEL"

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

FURTHERMORE, THE ABOVE DESCRIBED TRACT OF LAND IS THE KNOWN AND DESIGNATED AS THE AMENDED PLAT OF COTTAGE GROVE PHASE 3 TO THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, AND THE LAND INCLUDED IN ALL STREETS AND AVENUES SHOWN ON SAID PLAT ARE HEREBY GRANTED AND DONATED TO THE USE OF THE PUBLIC FOREVER.

DISCOVERY MEADOWS, INC.

BY SPENCER WOITH, VICE PRESIDENT, AUTHORIZED AGENT
DISCOVERY MEADOWS, INC.

STATE OF MONTANA)
 :SS
COUNTY OF CASCADE)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2022 BY SPENCER WOITH, VICE PRESIDENT, AUTHORIZED AGENT OF DISCOVERY MEADOWS, INC.

NOTARY PUBLIC, STATE OF MONTANA

CERTIFICATE OF COUNTY TREASURER

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

BY DIANE HEIKKILA, TREASURER
CASCADE COUNTY

CERTIFICATE OF SURVEYOR

I, MICHAEL SHAYLOR, PROFESSIONAL LAND SURVEYOR, MONTANA REG. NO. 19110 LS, DO HEREBY CERTIFY THESE ITEMS SHOWN ON THIS PLAT PERTAINING TO THE PRACTICE OF LAND SURVEYING AS DEFINED IN TITLE 37, CHAPTER 67, MONTANA CODE ANNOTATED, REPRESENT A SURVEY MADE UNDER MY DIRECT SUPERVISION, AND FURTHER CERTIFY THIS SURVEY WAS COMPLETED ON THE DATE SHOWN HEREON IN ACCORDANCE WITH THE PROVISIONS OF TITLE 76, CHAPTER 3, MONTANA CODE ANNOTATED.

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

SURVEYOR'S NOTES

- IT IS NOT THE INTENT OF THIS AMENDED PLAT TO IDENTIFY ALL EASEMENTS OF RECORD. THERE MAY BE EXISTING EASEMENTS OF SITE AND RECORD WHICH ARE NOT SHOWN ON THIS AMENDED PLAT.
- ALL BEARINGS AND DISTANCES SHOWN ON THIS PLAT ARE FOUND OR SET UNLESS OTHERWISE NOTED.
- ARM 24.183.1104(1)(b)(ii)(C), TO WIT "THE AREA THAT IS BEING REMOVED FROM ONE TRACT OF RECORD AND JOINED WITH ANOTHER TRACT OF RECORD IS NOT ITSELF A TRACT OF RECORD. SAID AREA SHALL NOT BE AVAILABLE AS A REFERENCE LEGAL DESCRIPTION IN ANY SUBSEQUENT REAL PROPERTY TRANSFER AFTER THE INITIAL TRANSFER ASSOCIATED WITH THE AMENDED PLAT ON WHICH SAID AREA IS DESCRIBED, UNLESS SAID AREA IS INCLUDED WITH OR EXCLUDED FROM ADJOINING TRACTS OF RECORD."

LINE TABLE

LINE #	BEARING & DISTANCE	(R)
L1	S10°37'11"E, 61.32'	N11°10'04"W, 61.32'
L2	N02°14'07"W, 76.94'	S02°47'11"E, 76.94'
L3	S03°34'14"E, 11.97'	
L100	S04°42'57"E, 12.32'	
L101	S12°17'35"E, 8.64'	
L102	S04°42'57"E, 4.61'	
L103	S12°17'35"E, 9.38'	

- KEY NOTES**
- 20' NATURAL GAS LINE EASEMENT PER RECORD DOCUMENT
 - 10' UTILITY EASEMENT PER THE PLAT OF COTTAGE GROVE ADDITION PHASE 3
 - SEE DETAIL 'A'
 - SEE DETAIL 'B'
 - SEE DETAIL 'C'
 - CENTERLINE PER PLAT OF COTTAGE GROVE ADDITION VACATED PER RECORDING DOCUMENT #
 - 45' PRIVATE UTILITY EASEMENT, SEE DETAIL 'D'

WOITH ENGINEERING, INC.
ENGINEERS & SURVEYORS
405 3RD STREET NW, SUITE 206 • GREAT FALLS, MT 59404 • 406-761-1955
3600 O'LEARY STREET, SUITE A • MISSOULA, MT 59808 • 406-203-9565
WWW.WOITHENG.COM

1/4	SECTION	TOWNSHIP	RANGE	PRINCIPAL MERIDIAN MONTANA CASCADE COUNTY, MONTANA WEI JOB#: 2214 DRAWN: CRH/RLQ QA: MDS DATE: JANUARY 17, 2023 FILENAME: PH1APLAT.DWG SHEET 1 OF 1
	4	20 N	4 E	

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NOTICE AND ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF INTENT TO VACATE

TO: Discovery Meadows, Inc. 409 3rd St. NW, Great Falls, MT 59404
Name Address

RE: 50th Street North abutting Lots 10-19, Block 1, and Lot 9, Block 2, Cottage Grove Phase 3 Addition
Property Address

Pursuant to Mont. Code Ann. §7-3-4448 and Rule 4D, Mont. R. Civ. Pro., the enclosed Notice of Intent to Vacate is served upon you as an owner or purchaser under contract for deed of property that abuts upon the portion of the street or alley affected by the proposed vacation or narrowing stated in the Notice of Intent.

You may complete the acknowledgment part of this form, keep one copy for your records, and return one copy of the completed form to the City of Great Falls Planning and Community Development Department, P.O. Box 5021, Great Falls, Montana 59403, within 20 days after the date it was mailed to you as shown below.

If you decide to complete and return this form, you must sign and date the acknowledgment. If you are served on behalf of a corporation, unincorporated association (including a partnership), or other entity, you must indicate under your signature your relationship to that entity. If you are served on behalf of another person and you are authorized to receive service, you must indicate your authority to do so, under your signature.

If you do not complete and return this form, you (or the party on whose behalf you are being served) may be required to pay any expenses incurred in serving you in any other manner permitted by law or City Resolution or Ordinance.

I declare, under penalty of perjury, that this Notice and Acknowledgment of Receipt of Notice of Intent to Vacate was provided to the property owner on February 27, 2023.

Great Falls City Manager Date of Signature
Designee Signature

ACKNOWLEDGEMENT OF RECEIPT OF PERSONAL SERVICE

I declare, under penalty of perjury, that I received a copy of the Notice of Intent to Vacate regarding the above identified property.

SPENCER WORTH 
Printed Name and Signature

MEMBER
Relationship to Entity/Authority to Receive Personal Service

3/1/23
Date of Signature

FINDINGS OF FACT – MONTANA SUBDIVISION AND PLATTING ACT

Preliminary Plat of Discovery Meadows Apartment Addition, located in SE ¼ of Section 4 Township 20 North, Range 4 East, P.M.M., City of Great Falls, Cascade County, MT

(PREPARED IN RESPONSE TO 76-3-808(3) MCA)

PRIMARY REVIEW CRITERIA:

Effect on Agriculture and Agricultural Water User Facilities:

The properties proposed for subdivision are not currently being used for agricultural purposes. The subject property is located in an existing developed area. There is not an agricultural water user facility in the area that the proposed development will impact. A portion of the subject property is in the City limits in a developing neighborhood, and the subdivision does not interfere with agricultural operations in the area.

Effect on Local Services:

The lots in the subdivision will connect to City water and sewer mains. The Owner will pay the cost of connecting to these utility mains. The Owner of the subdivision will pay regular water and sewer charges, and monthly storm drain charges.

The existing properties currently have law enforcement and fire protection service from the City of Great Falls. Providing these services to the subdivision is expected to be a manageable cost to the City.

Through the subdivision, the Owner is dedicating 30 feet to widen the 52nd Street North right-of-way. The Owner agrees to construct 52nd Street North to the standards set forth by the City of Great Falls as well as the base-course of the north 8-12 feet of roadway for 7th Avenue North. The Owner agrees to construct curb and gutter on both sides of 52nd Street North and the north portion of 7th Avenue North. Design and installation shall be consistent with City standards and submitted plans approved by the City of Great Falls.

Effect on the Natural Environment:

The subdivision is not expected to adversely affect soils or water quality or quantity of surface or ground waters. Surface drainage from the subdivision will be detained to reduce its rate and then flow to an existing storm system. Future stormwater management will be reviewed and must be approved by the Public Works Department.

Effect on Wildlife and Wildlife Habitat:

There is existing development to all sides, and this is not in an area of significant wildlife habitat beyond occasional grazing deer or migrating fowl. This subdivision will not result in closure of public access to hunting or fishing areas, nor to public lands.

Effect on Public Health and Safety:

Based on available information, the subdivision is not subject to abnormal potential natural hazards such wildfire, avalanches or rockslides; nor potential man-made hazards such as high voltage power lines, high-pressure gas lines, high traffic volumes, or mining activity. There are poor soils in this area of Great Falls, but this will be mitigated by the construction of large foundations for the future multi-family buildings.

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

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

EASEMENT FOR UTILITIES

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

LEGAL AND PHYSICAL ACCESS

Legal and physical access to the proposed development will be from 7th Avenue North and 52nd Street North.

FINDINGS OF FACT/BASIS OF DECISION – ANNEXATION

Annexation of approximately 6.63 acres located in Mark 17 within the SE of Section 4, T20N, R4E, PMM, Cascade County, Montana

PRIMARY REVIEW CRITERIA:

The basis for decision on annexation is listed in the Official Code of the City of Great Falls § 17.16.7.050 of the Land Development Code. The 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 on the west, south, and east.

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

The proposed annexation is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. This project is strongly supported by the Social and Physical portions of the Growth Policy, specifically the goals and principles to 1) encourage a diverse, safe, and affordable supply of housing in the City and 2) encourage a balanced mix of land uses throughout the City.

Additionally, the annexation specifically supports the following goals and policies:

Social – Housing

- Soc1.4.2 Expand the supply of residential opportunities including single family homes, apartments, manufactured homes, and assisted living facilities.
- Soc1.4.6 Encourage a variety of housing types and densities so that residents can choose by price or rent, location and place of work.
- Soc1.4.12 When annexing land for residential development, consider the timing, phasing and connectivity of housing and infrastructure development.

Physical - Efficient Infrastructure

- Phy4.2.5 Promote orderly development and the rational extension of infrastructure and City services.
- Phy4.3.2 Plan for the provision of appropriate infrastructure improvements, where needed, to support development.

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

The subject property is located adjacent to Neighborhood Council #4. There is no adopted neighborhood plan for Neighborhood Council #4, or any other Council within the City. The application was presented to Neighborhood Council #4 on December 15, 2022. The Council voted 3-0 to recommend approval to the City Commission

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

The subject property is not located within any adopted plan or sub-area planning areas. The proposed improvements related to the development are consistent with City planning documents and City standards.

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

The City Public Works Department has verified that capacity is adequate to provide public utility services to the subject property. A more detailed description of the various public utility services that will be provided to the development has been outlined in the Agenda Report as well as in the Improvement Agreement. Due to the property being surrounded by the City on three sides, providing law enforcement, fire protection, and other emergency services is expected to be a manageable cost to the City.

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

As part of the proposed annexation, the property is required to be developed to City standards. Water and sewer mains will extend through the project and will be designed and installed to City standards. Any future improvements to the subject property will also comply with City 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, any necessary improvement.

An Improvement Agreement for the subject property has been drafted and attached to the Agenda Report. This agreement outlines the responsibilities and costs for various improvements, and addresses the creation of any special improvement districts.

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

The subject property is being surveyed and that survey will be officially recorded with the County Clerk and Recorder as part of the requirements of the project.

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.

Water and sewer service will be extended through the subject property as part of the required improvements. The subject property will connect to these mains for City services.

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

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

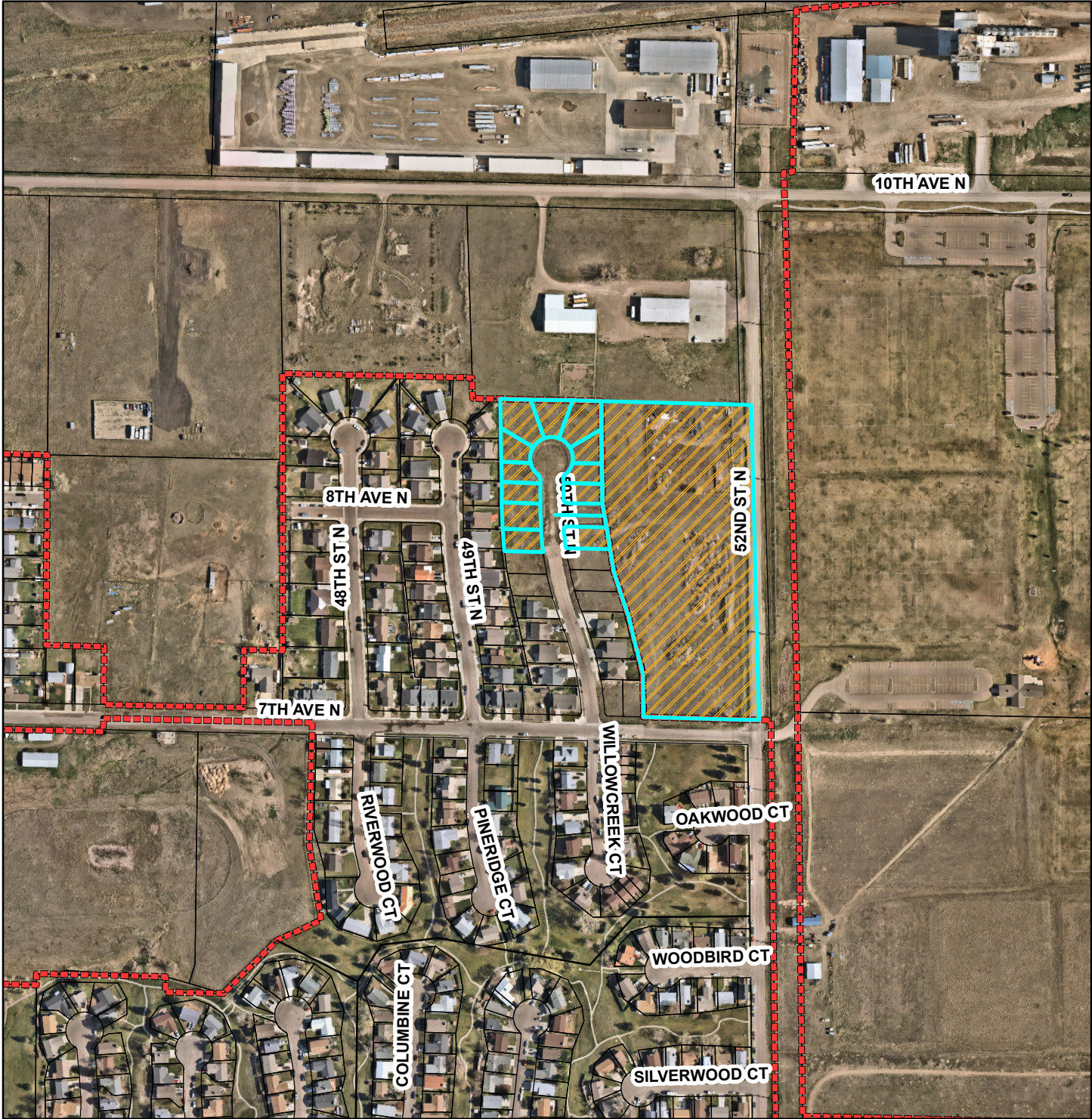
11. The subject property is not located in another city or town. (See: 7-2-4608 (1), MCA)

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

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

The subject property is not used for the uses listed above. The subject property is located within Cascade County and is currently undeveloped. Existing single-family residential homes within the City are located to the west and south and the City's Siebel Soccer Field Facility is located to the east.

Aerial Map



 Parcel selection

 City Limits



Findings of Fact – Zoning Map Amendment

Lot 9A, Block 1, Cottage Grove Phase 3 Addition, SE ¼ of Section 4, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana; and Mark 17, located in the SE 1/4 of Section 4, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana.

Primary Review Criteria:

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

1. The Amendment is consistent with and further the intent of the City’s growth policy.

The proposed zoning map amendment is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. The proposal to amend the zoning of the proposed property from PUD, Planned Use Development, to R-6, Multi-family, High Density, as well as the establishment of R-6, zoning for the annexed property will allow the applicant to construct an apartment complex. A land use of Multi-family residential is not allowed in the established PUD zoning district. This will allow 252 apartment units to be built at a time when the City of Great Falls is in need of additional housing units.

As noted in the agenda report, the City Commission must consider whether there is policy rationale for amending the zoning map as requested. Staff believes that the City’s Growth Policy supports the proposed zoning map amendment to facilitate more dense development, particularly to provide much needed housing. The zoning amendment request is consistent with several of the Plan’s policies including:

Social - Housing

- Soc1.4.1 Work with the private sector and non-profits to increase housing opportunities in the City.
- Soc1.4.6 Encourage a variety of housing types and densities so that residents can choose by price or rent, location, and place of work.

Environmental - Urban Form

- Env2.3.1 In order to maximize existing infrastructure, identify underutilized parcels and areas with infill potential, as candidates for redevelopment in the City.

The proposed zoning map amendment will enable these policies to be addressed and further the implementation of the Growth Policy.

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

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. Notice of the proposed zoning map amendment was also sent to

adjoining property owners pursuant to the noticing requirements of the OCCGF. City staff has not received any comments on the proposed zoning map amendment. The request was also discussed at the December 15 Neighborhood Council #4 meeting, and the Council voted 3-0 to recommend approval to the City Commission.

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. The proposed improvements to both 7th Avenue North and 52nd Street North are consistent with the City's 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. All pertinent codes required for development of the subject property will be addressed during the building permit review. The proposed site plan for the multi-family use shows that the project can meet all parking, landscaping, and setbacks required in code. As a result, the proposed zoning map amendment is internally consistent and will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish or impair property values in the neighborhood.

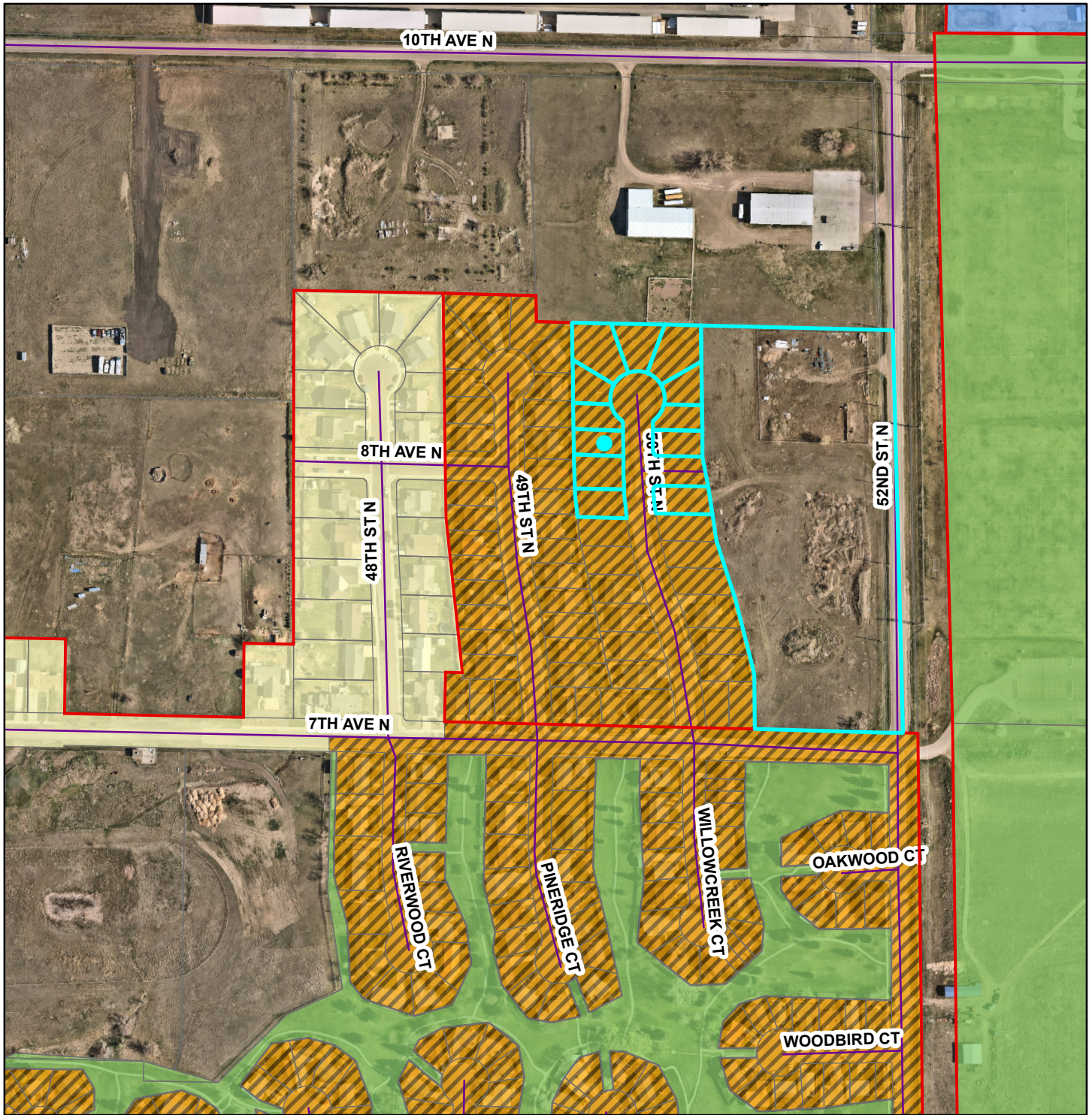
5. The amendment is the least restrictive approach to address issues of public health, safety, and welfare.

There are no existing public health, safety, or welfare issues that have been identified for this property. The future apartment building project will require water and sewer to be extended from the mains that surround the property. Adequate storm water designs will be incorporated into the site as development occurs.

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

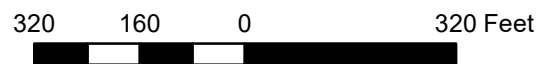
The City has the financial and staffing capability to enforce the amendment if it is approved. The zoning map amendment will affect the subject property only, and the property will be developed in a manner consistent with Title 17 of the Official Code of the City of Great Falls.

ZONING MAP



Legend

- R-3 Single-family High Density
- PUD Planned Unit Development
- I-2 Heavy Industrial
- POS Parks and Open Space
- U Unincorporated Enclave



N



LAND USE APPLICATION SUBMITTAL
Discovery Meadows Apartments
September 20, 2022



The following headings follow the “Land Use Application Checklist” that was determined to be required for submittal from the City of Great Falls Planning and Community Development Department. The checklist was supplied to Woith Engineering on May 9th, 2022. See Appendix A for the signed Land Use and Right of Way Vacation Checklist.

1. ANNEXATION BY PETITION

1.A. AERIAL EXHIBIT

See Appendix B.

1.B. NARRATIVE OF THE PROPOSED PROPERTY

The following narrative is intended to better describe the intent and preliminary design details of the Discovery Meadow Apartments.

Discovery Meadow Apartments located in northeast, Section 04, Township 20 North, Range 04 east, P.M.M. City of Great Falls, Cascade County, Montana. The proposed multi-family development will occur at the corner of 52nd Street North and 7th Avenue North and will be adjacent to the current Cottage Grove Phase 3 Subdivision, which will be amended per this submittal. The proposed 8.9 acre development is proposing to be zoned to R-6 Multi-Family High Density as described in Section 3.

Discovery Meadows Apartments will include a 252 total unit multi-family complex divided into six 42-plex buildings. Each building will be three total stories. On site will also be a clubhouse to be used as central core for the tenants of this proposed development with indoor and outdoor amenities. All parking will be onsite and will conform to the City of Great Falls standards. The current location of the platted cul-de-sac in Cottage Grove Phase 3 will be shifted to the south down 50th Street North. This cul-de-sac is currently not built and will be constructed once the Cottage Grove Phase 3 Subdivision is amended.

Utility improvements include the extension of both nearby water and sanitary sewer. Water will be extended up the 52nd Street North Right of Way to the northern property line of the development. Water will then be looped throughout the development as noted in Appendix B. Sanitary sewer will be fed from the current Cottage Grove Phase 3 Subdivision system that is stubbed to the west and northwest side of the current property. See Appendix B for further detail on the sanitary sewer system. All water and sanitary sewer main extensions will comply with the City of Great Falls Standards for Design and Construction along with any additional utility extensions requests made by the City of Great Falls Engineering and Public Works Department.

LAND USE APPLICATION SUBMITTAL
Discovery Meadows Apartments
September 20, 2022



Stormwater throughout the development will be stored and treated with an onsite detention pond on the west side of the property. This pond will then discharge into the existing stormwater pipe that is stubbed to the west side of the property from the Cottage Grove Phase 3 Subdivision. This detention pond along with other onsite stormwater features will handle both the quality and quantity aspects of the City of Great Falls Storm Drainage Design Standards.

2. PRELIMINARY PLAT MAJOR SUBDIVISION (TABLE 1)

2.A. PRELIMINARY PLAT

See Appendix C for the preliminary plats that will be associate with this project. Two plats will be used, the first amended plat will amend the currently platted Cottage Grove Phase 3 Subdivision, the second will create the Discovery Meadows Major Subdivision.

2.B. CONCEPTUAL PLANS FOR PUBLIC INFRASTRUCTURE

See the Site plan in Appendix B.

2.C. PRELIMINARY SOILS/GEOTECHNICAL INFORMATION

See Appendix D.

2.D. ESTIMATED WATER AND WASTEWATER DEMAND/DISCHARGE

Water Discharge:

The average daily demand, including domestic demands and irrigation demands, was calculated based on the following assumptions:

Domestic: 100 gallons per day (as per DEQ 4)

Irrigation: two inches per week during the summer months (June-August). Assuming all of landscaped area is irrigated.

The average daily domestic demand is calculated as follows:

Projected Max Number of Tenants: 144 two-bedroom and 108 studio (assuming 2 tenants per unit)

Projected Max Number of Tenants: $(144 \times 2) + (108 \times 2) = 504$ Tenants

$D_{DOM} = 504 \text{ residences} \times 100 \text{ gpd} = 50,400 \text{ gpd}$

2.E. PRELIMINARY DRAINAGE PLAN

See the Site Plan in Appendix B.

2.F. SPECIAL FUNDING PROPOSAL

There are no special funding proposals for the public infrastructure on this proposed development.

2.G. PRELIMINARY EASEMENTS

See the Preliminary Plats in Appendix C.

3. ZONING MAP AMENDMENT (TABLE 3)

3.A. AERIAL EXHIBIT

See the Site Plan in Appendix B.

3.B. NARRATIVE OF THE REZONE

The proposed development will be comprised of both a portion of the current Cottage Grove Phase 3 Subdivision and the 6.58 acres of vacant land to the east that is currently not annexed into the City and sits within Cascade County. The current zoning of Cottage Grove Phase 3 is a Planned Unit Development (PUD), along with the previous phases of Cottage Grove Subdivisions. The county parcel to the east is zoned Suburban Residential - 1 that will ultimately be combined to make up the proposed development property.

Neighboring zoning includes; PUD to the west, Suburban Residential – 1 to the north, and Parks and Open Space (POS) to the east and south. The proposed zoning for this development will be R-6 (Multi-Family High Density Residential) to achieve the multi-family housing types that the development will be geared towards.

3.C. SITE PLAN

See the Site Plan in Appendix B.

3.D. PLANS AND SUPPLEMENTAL INFORMATION

See Section 2 that follows the Plans and Supplemental Information related to the Zoning Map Amendment.

KEY NOTES:

- 1 EXISTING 20' WIDE NATURAL GAS MAIN EASEMENT
- 2 TYPICAL BUILDING SETBACK PER CITY OF GREAT FALLS TITLE 17, R-6 RESIDENTIAL ZONING
- 3 PROPOSED THREE-STORY, 42-UNIT APARTMENT BUILDING
- 4 PROPOSED STORMWATER DETENTION AND TREATMENT FACILITY
- 5 PROPOSED CLUB HOUSE
- 6 CURRENT COTTAGE GROVE PHASE 3 LOT LINES
- 7 PROPOSED RECONFIGURED CUL-DE-SAC
- 8 PROPOSED DRAINAGE PATH



JOB #:	GF2110
DRAWN:	MOH/RLO
DESIGN:	MOH/RLO
CA:	SMW/KTS
DATE:	09/19/2022

DATE	DESCRIPTION

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DISCOVERY MEADOWS APARTMENTS	MONTANA
GREAT FALLS	SITE PLAN

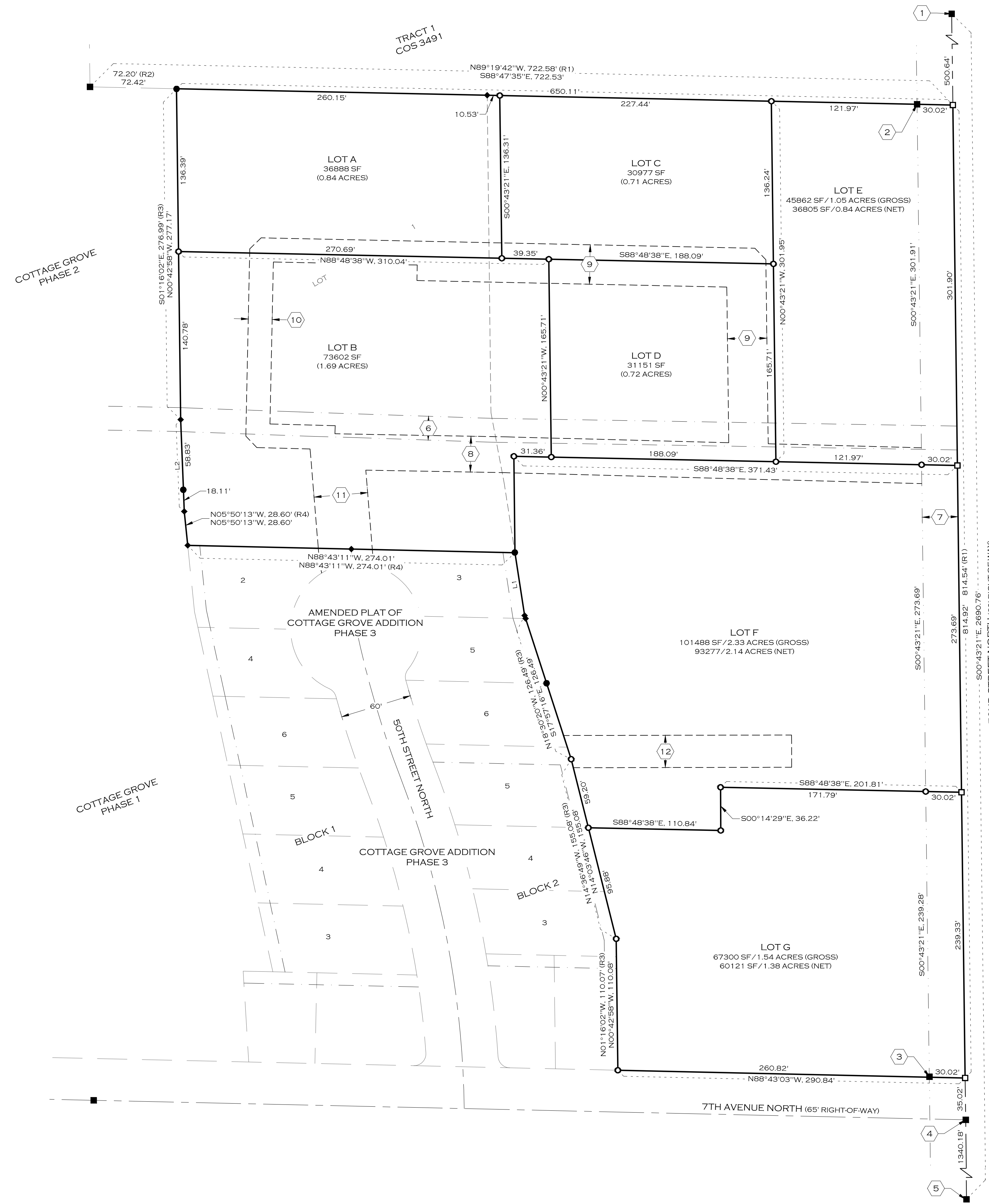
PRELIMINARY PLAT OF DISCOVERY MEADOWS APARTMENTS

LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

OWNER OF RECORD
DISCOVERY MEADOWS, INC.

SURVEY COMMISSIONED BY
DISCOVERY MEADOWS, INC.

TOTAL SUBDIVISION AREA
8.88 ACRES (GROSS)
8.32 ACRES (NET)



LEGEND

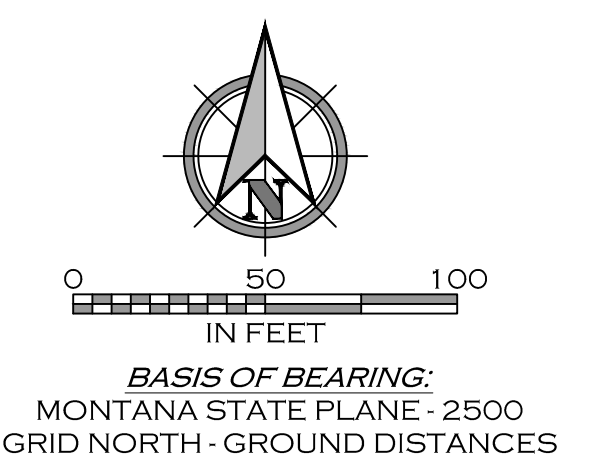
- SECTION LINE
- LOT BOUNDARY PER THIS AMENDED PLAT
- OLD LOT BOUNDARY
- ADJOINING LOT BOUNDARY (NOT PART OF THIS SURVEY)
- EXISTING EASEMENT AS DESCRIBED
- EXISTING RIGHT-OF-WAY
- EASEMENT AS DESCRIBED (PER THIS DOCUMENT)
- FOUND 1 1/2" YELLOW PLASTIC CAP MARKED "5206ES"
- ◆ FOUND 1 1/4" YELLOW PLASTIC CAP MARKED "WEI SHAYLOR 191 10LS"
- FOUND MONUMENT AS DESCRIBED
- SET 3/8" X 24" REBAR WITH 1 1/4" YELLOW PLASTIC CAP MARKED "WEI SHAYLOR 191 10LS"
- CALCULATED POINT - NOTHING FOUND OR SET
- (R1) RECORD OR ADDITIVE RECORD - CERTIFICATE OF SURVEY 4098 (2003)
- (R2) RECORD OR ADDITIVE RECORD - PLAT OF COTTAGE GROVE ADDITION PHASE 2 (2007)
- (R3) RECORD OR ADDITIVE RECORD - PLAT OF COTTAGE GROVE ADDITION PHASE 3 (2008)
- (R4) RECORD OR ADDITIVE RECORD - AMENDED PLAT OF COTTAGE GROVE ADDITION PHASE 3 (2022)

LINE TABLE

LINE #	BEARING & DISTANCE	RECORD
L1	N08°45'36"W, 53.24'	S08°45'36"E, 53.24' (R4)
L2	N02°14'07"W, 76.94'	N02°47'07"W, 76.94' (R4)

KEY NOTES

- ① 1 1/2" ALUMINUM CAP MARKED "86445"
- ② 1 1/4" YELLOW PLASTIC CAP, ILLEGIBLE
- ③ 2 1/2" Ø IRON PIPE
- ④ 1 1/2" ALUMINUM CAP
- ⑤ 2" ALUMINUM CAP, ILLEGIBLE
- ⑥ 20' NATURAL GAS LINE EASEMENT
- ⑦ 30' PUBLIC RIGHT-OF-WAY DEDICATED PER THIS PLAT
- ⑧ 30' ACCESS UTILITY EASEMENT
- ⑨ 33' ACCESS AND UTILITY EASEMENT
- ⑩ 20' ACCESS AND UTILITY EASEMENT
- ⑪ 45' UTILITY EASEMENT
- ⑫ 27' UTILITY EASEMENT



WOTH ENGINEERING, INC. ENGINEERS & SURVEYORS <small>405 3RD STREET NW, SUITE 206 - GREAT FALLS, MT 59404 • 406-761-1955 3800 O'LEARY STREET, SUITE A - MISSOULA, MT 59808 • 406-203-6565 WWW.WOTHENG.COM</small>	1/4	SECTION	TOWNSHIP	RANGE	PRINCIPAL MERIDIAN MONTANA CASCADE COUNTY, MONTANA WEI JOB#: 2214 DRAWN: CRH/RLO QA: MDS DATE: SEPTEMBER 20, 2022 FILENAME: PH2-PLAT.DWG SHEET 2 OF 2
		4	20 N	4 E	

IMPROVEMENT AGREEMENT FOR DISCOVERY MEADOWS, INC. DEVELOPMENT, LEGALLY DESCRIBED AS MARK 17 IN THE SE 1/4 OF SECTION 4, T20N, R4E, P.M.M., CASCADE COUNTY, MONTANA

The following is a binding Agreement dated this _____ day of _____, 2022, between Discovery Meadows, Inc., hereinafter referred to as "Owner", and the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as "City", regarding the requirements for the annexation of a tract of land into the corporate limits of the City legally described as Mark 17 in the SE ¼ of Section 4, T20N, R4E, P.M.M., Cascade County, Montana, hereinafter referred to as "Subject Property". The Owner agrees to, and is bound by, the provisions of this Agreement, and by signing this Agreement, therefore agrees to terms applicable to the Subject Property. The City is authorized to enter into this Agreement by §§ 17.68.010-040 of the Official Code of the City of Great Falls (OCCGF).

1. Purpose. The purpose of this Agreement is to ensure that certain improvements are made and certain conditions are fulfilled by the Owner, as required by the City's approval of the annexation and supporting documents. Generally, this Agreement:

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

1.2 Insulates the Subject Property from the impact of changes in the City's zoning regulations, provided that no substantial changes in the development of the Subject Property are proposed;

1.3 Requires the Owner to guarantee that the agreed-upon improvements contained in this agreement are made in a timely manner by providing the financial securities required by the Official Code of the City of Great Falls (OCCGF);

1.4 Provides for the inspection and warranty of the required improvements before they are accepted for operation and maintenance by the City;

1.5 Waives protest and appeal by the Owner and its successors against the creation of special improvement districts that would provide and maintain necessary infrastructure;

1.6 Establishes how necessary changes of final construction plans required by the Agreement may be made with the approval of the City;

1.7 Contemplates reimbursements to the Owner when neighboring properties that benefit from certain improvements made by the Owner are developed;

1.8 Embodies certain conditions that are imposed by the City upon approval of the annexation of the Subject Property in order to facilitate their enforcement; and

1.9 Indemnifies the City from challenges to its approval of the annexation of the Subject Property and holds it harmless from errors and omissions in the approval and oversight of the improvements relating to development of the Subject Property.

2. Duration. The term of this Agreement begins at the date here above written and with the exceptions

stated below, is a perpetual recorded agreement between the Owner and the City.

2.1 If Work Does Not Begin. This Agreement may be amended if final construction plans for the first phase of the Development are not submitted for approval within three years of the date of the City Manager's signature on this Agreement.

2.2 Failure to Build. The Owner's failure to complete improvements in accordance with the final construction plans may result in the City retaining the security required in Section 12 of this Agreement. It may also void this Agreement and the vested rights established by Section 9, below.

2.3 Failure to Pay. The Owner's failure to make timely payment of its share of any of the required improvements listed in this Agreement, voids the Agreement and the vested rights established by Section 9. It may also result in the City attempting to collect the amount due by any lawful means.

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

3.1 Final Plat. The Final Plat, to be filed on record in the Clerk and Recorder's Office of Cascade County, Montana, upon approval by the City of Great Falls.

3.2 Construction Documents. Engineering drawings, specifications, reports and cost estimates (preliminary and final), prepared for the Subject Property, consisting of documents for, but not limited to the public sanitary sewer, water, storm drain, and street improvements. Construction documents shall be designed in compliance with the City's Standards for Design and Construction Manual.

3.3 As Built Drawings. "As Built" reproducible 4 mil mylar drawings and one electronic copy of public infrastructure, private utilities, and drainage facilities shall be supplied to the City of Great Falls upon completion of construction.

3.4 Legal Documentation. Legal documents, including but not limited to any articles of incorporation, bylaws, covenants, and declarations establishing the authority and responsibilities of the Owner relating to the Subject Property, which may be recorded in the Clerk and Recorder's Office of Cascade County, Montana.

4. Changes. The Owner understands that failure to install required improvements in accordance with the final construction plans approved for the development of the Subject Property is a breach of, and may void, this Agreement. The Owner also understands that such failure is a violation of the OCCGF and is subject to the penalties provided for such violations. The City recognizes, however, that minor changes are often necessary as construction proceeds and the Administrator (the Administrator is the person or persons charged by the City Manager with the administration of this improvement agreement) is hereby authorized to allow minor changes to approved plans, as provided below:

4.1 Minor Changes. Minor changes to engineering documents and such revisions to the engineering drawings as are deemed appropriate and necessary by the Administrator and which do not materially affect the Subject Property, can be made as follows:

4.1.1 Before making changes, the Owner must submit revised plans to the Administrator for review. Failure to do so before the proposed change is made may be considered by the City to be

a breach of this Agreement and a violation of the OCCGF. The Administrator shall respond to all proposed changes within fifteen (15) days of receipt of the revised plans.

4.1.2 Based on a review of the revised plans, the Administrator may permit minor dimensional changes provided they do not result in a violation of the conditions of approval for the annexation of the Subject Property or the OCCGF.

4.1.3 Based on a review of the revised plans, the Administrator may permit substitutions for proposed building and construction materials provided that the proposed substitute has the same performance and, for exterior materials, appearance as the originally approved material.

4.1.4 Minor changes in the location and specifications of the required public improvements may be permitted by the Administrator. The Owner must submit revised plans showing such changes to the Administrator. Revised plans are not accepted until approved by the Administrator.

4.2 Substantial Changes. Substantial changes are not permitted by this Agreement. A new public review and permitting process will be required for such changes. "Substantial Change" versus "Minor Change" is described as follows in order to further clarify what may be permitted as a "Minor Change":

4.2.1 A substantial change adds one or more lots; changes the approved uses; changes the location or extent of the area proposed to be cleared, graded, or otherwise disturbed by more than 4,000 square feet (a smaller change in the area that will be cleared, graded, or otherwise disturbed may be treated as a minor dimensional change); changes the location, extent, or design of any required public improvement, except where a minor change is approved by the Administrator; changes the approved number of buildings, structures or units; or the size of any building or structure by more than 10%. A smaller change in the size of a lot, building, or structure may be treated as a minor dimensional change.

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

5.1 Recording Fees. The Owner is responsible for all recording fees at the rate charged by Cascade County at the time a document or plat is submitted for recording.

5.2 Engineering Inspections. The Owner is responsible to pay all applicable engineering fees established by Resolution of the City Commission of the City of Great Falls.

5.3 Permit Fees. The Owner is responsible to pay all applicable planning and building permit fees established by Resolution of the City Commission of the City of Great Falls.

5.4 Connection and Construction Fees. Water service tapping and water and sewer service connection fees will be paid at the times of tapping and connections.

5.5 Storm Drain Fee. The Owner is responsible to pay a storm drain fee in the amount of \$250 per acre for the Subject Property. This would equal a total of \$1,658.00 for the total 6.632 acres of the Subject Property. The total storm drain fee is to be paid to the City no later than 30 days after the annexation resolution for the Subject Property is recorded.

5.6 Application Fees. In addition to the fees outlined above, application fees paid by the Owner are: the \$2,000.00 application fee for establishment of zoning, and the \$500.00 application fee for annexation, which have been paid prior to this Agreement.

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

7. On-Site Improvements. The on-site improvements required prior to certificate of occupancy of any structure built upon the Subject Property shall include everything required to provide water, sanitary sewer, sanitary sewer industrial pretreatment (as applicable), fire protection, storm drainage, storm water quality treatment, access, and other requirements as may be required by OCCGF. Access for purposes of emergency vehicles shall be installed to the City specifications prior to the issuance of any building permits for the Subject Property. The Owner shall provide public utility easements for all required public utilities. The Owner agrees to install on-site stormwater quality and quantity improvements consistent with City standards and submitted plans approved by the City of Great Falls. Stormwater quantity and quality control measures must comply with standards of the City of Great Falls Storm Drainage Design Manual for the on-site private improvements. The design, installation, inspection, and maintenance responsibilities of these improvements shall be approved by the City of Great Falls. The Owner will not be required to install stormwater quantity and quality control measures for drainage from the public right-of-ways. All stormwater from the right-of-ways of 52nd Street North and 7th Avenue North will enter the existing City's storm drainage system. Additionally, an enforceable operation and maintenance agreement with the City and the Owner is required to ensure private stormwater control measures function properly.

8. Permits. This Agreement must be approved by the City Commission and signed by the City Manager and the Owner before permits for any work will be approved, including, but not limited to, grading for streets or trenching for the installation of utilities.

9. Vested Rights. The approval of this Agreement by the City creates a vested right that protects the Owner from changes in the zoning regulations of Title 17 of the OCCGF. This vested right does not exempt the Owner from compliance with other provisions of the OCCGF, including specifically those intended to prevent and remediate public nuisances, nor does it protect the Owner from changes in the City's building codes and fees, development fees, and inspection fees. This vested right does not exempt the owner from compliance with changes to state and federal requirements, including those of the Montana Department of Transportation (MDT). This vested right may be voided, in whole or in part, if the Owner proposes substantial changes in the approved final construction plans of the development of the Subject Property.

10. Required Public Improvements. The public improvements required for the development of the Subject Property shall be installed as shown on the final construction plans that are submitted to and approved by the City of Great Falls prior to issuance of the applicable Certificates of Occupancy for each

development phase. As an alternative, the Owner may provide a financial security for said improvements as prescribed in Section 12.

10.1 Water. The Owner hereby agrees to extend a looped eight (8) inch public water main through the development and connect to the existing water mains as shown on the proposed Site Plan consistent with City standards and submitted plans approved by the City of Great Falls, including the addition of the required fire hydrant(s). The improvements shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. Any portion of water main service located outside of the public right-of-way shall be located in a minimum 20-foot wide public utility easement, the location of which shall be approved by the City. The improvement is to be owned and maintained by the City upon completion.

10.2 Sanitary Sewer. All buildings upon the subject property shall be served by sanitary sewer as shown on the proposed Site Plan. The construction of the sewer main is the responsibility of the Owner. Sanitary sewer mains shall be constructed consistent with City standards and submitted plans approved by the City of Great Falls. The improvements shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. Any portion of sewer main service located outside of the public right-of-way shall be located in a minimum 20-foot wide public utility easement, the location of which shall be approved by the City. The improvement is to be owned and maintained by the City upon completion.

10.3 Improvements to 52nd Street North and 7th Avenue North. The Owner agrees to construct curbing, sidewalk, and boulevard landscaping along the west side of 52nd Street North and curbing along the east side of 52nd Street North. The Owner agrees to provide a Geotechnical Report to support the design of the 52nd Street North roadway pavement section, and agrees to convert the existing gravel road to a paved facility meeting all City standards. The Owner shall provide a crosswalk on the north end of the intersection of 52nd Street North and 7th Avenue North to create a pedestrian connection to the City's Siebel Soccer Fields facility. The City shall be responsible for reimbursing the Owner for half of the roadway improvements made to 52nd Street North. The City shall paint the curbs and install "No Parking" signs along the east and west sides of 52nd Street North. The Owner also agrees to construct and/or reconstruct curbing, sidewalk, and boulevard landscaping along the north side of 7th Avenue North. Design and installation shall be consistent with City standards and submitted plans approved by the City of Great Falls. All boulevard improvements, including curbing, sidewalks, and landscaping on the West side of 52nd Street North shall be maintained by the Owner. Additionally, the Owner is required to construct the sub-base course for the northern 8-12 foot portion of 7th Avenue North. The City shall be responsible for the paving of this street section.

11. Warranty, Ownership and Inspection of Public Improvements. The Owner is responsible for the repair or replacement of any faults in the materials or workmanship of the required on-site and off-site public improvements for a period of two years from the date those improvements are accepted for maintenance by the City. This warranty will be enforced by the City receiving 10% of the security required by Section 12 of this Agreement for the two-year warranty period. That sum will be released at the end of two years unless the parties are involved in a dispute about the condition, repair, or replacement of any of the required improvements, in which case funds will be held by the City until that dispute is

resolved. The release of warranty funds follow the procedure established in Section 12 of this Agreement for the release of security. Installation of all sidewalks, curb ramps, water, sewer, storm drain, and other public improvements for the Subject Property shall be subject to the City's inspection policy in place at the time of installation.

12. Security for Public Improvements. If any public improvements in each construction phase need to be deferred, the Owner shall provide the City with a performance bond, an irrevocable letter of credit, or another form of security acceptable to the Administrator in an amount equal to one hundred thirty-five percent (135%) of the costs of the required public improvements.

The security required by this section shall be returned or released upon acceptance of the required improvements, except as provided in Section 12. Following the final required inspection and City approval of the public improvements, the Director of Public Works shall promptly inform the Administrator, in writing, that all improvements have been inspected and are acceptable for maintenance by the City. If all other improvements relating to the development of the Subject Property are in compliance with all conditions of approval, this Agreement, and the OCCGF, the Administrator shall then instruct the City Clerk to release the security to the Owner, minus the retained portion to be held in warranty as required by Section 12 of this Agreement.

13. Maintenance Districts. The Owner hereby agrees to waive its right to protest and appeal the lawful creation by the City of maintenance districts for any proper purpose including, but not limited to, fire hydrant and street maintenance and shall pay the proportionate share of the costs associated with said maintenance districts as they may be applied to the Subject Property.

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

15. Public Roadway Lighting. The Owner agrees to waive its right to protest and appeal any future special lighting district for public roadway lighting facilities that service the Subject Property, and further agrees to pay for the installation of public roadway lighting which services the Subject Property, if such lighting is required by the City during project review.

16. City Acceptance and Zoning. In consideration of the terms of this Agreement, the City hereby accepts the Subject Property for incorporation by annexation into the corporate limits of the City of Great Falls, Montana, with an assigned City zoning classifications of R-6 Multi-family High Density north of the center-line of 7th Avenue North and the entire width of 52nd Street North.

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

construction, and record drawings comply with acceptable engineering practices, State requirements, and other applicable standards. The City’s limited plans review and inspections are not substantive reviews of the plans and engineering. The City’s approval of any plans or completed inspections is not an endorsement of the plan or approval or verification of the engineering data and plans. Neither the Owner, nor any third party may rely upon the City’s limited review or approval.

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

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

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

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

Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk

(Seal of City)

APPROVED FOR LEGAL CONTENT*:

_____, 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.

Discovery Meadows, Inc.

By: _____

Its: _____

State of _____)

:ss.

County of _____)

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

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

Notary Public for the State of _____

(NOTARIAL SEAL)

DRAFT



Commission Meeting Date: March 21, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Subsequent Minor Subdivision of the property addressed as 1329 Dixie Lane and legally described as Lot 8A of Amended Plat of Lots 8 and 9, Block 1, South Park Addition Phase II, Section 22, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana.

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

Initiated By: Karl Birky, Applicant and Owner

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

Action Requested: City Commission approve the Amended Plat of the Minor Subdivision and accompanying Findings of Fact

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the Amended Plat of the Minor Subdivision, as legally described in the Staff report, and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant.”

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

Staff Recommendation: The Planning Advisory Board, during public hearing held on February 28, 2023, passed a motion recommending the City Commission approve the minor subdivision of the subject property. Staff recommends approval of the minor subdivision legally described as Lot 8A of the Amended Plat of Lots 8 and 9 of the South Park Addition Phase II with the following conditions:

Conditions of Approval:

1. The applicant shall provide an amended plat of the subject property which shall be in compliance with survey requirements of this Title and State law and incorporate corrections of any errors or omissions noted by Staff.
2. The proposed plans shall conform to the R-3 zoning district development standards in the Land Development Code within the Official Code of the City of Great Falls.

Summary: The Applicant is requesting to subdivide the subject parcel that consists of approximately 0.41 acres located on the Northeast corner of Dixie Lane and Flood Road. The property is zoned R-3, Single-family High Density. The lot is currently vacant and is proposed to be used by the applicant to construct two single-family residences. The R-3 zoning district surrounds the property to the west, south, and east, and is the dominant zoning district in the area. A lot to the north of the subject property is an

unincorporated enclave. The South Park Addition was originally platted in 2008, but has been slow to build-out due to poor soil conditions. Originally, the parcel was two lots until it was aggregated in 2019. The owner is an experienced builder requesting to return the parcel to its pre-2019 condition.

Subsequent Minor Subdivision Request: The applicant is requesting a subsequent minor subdivision of the subject property to create two lots. According to the Official Code of the City of Great Falls (OCCGF) 17.20.4.010, the minimum lot size for a newly created lot in the R-3 zoning district is 7,500 square feet. The proposed Lot 8B would consist of approximately 0.205 acres or 8,955 square feet and proposed Lot 9B would consist of approximately 0.205 acres or 8,949 square feet. The proposed lots conform to the R-3 zoning district development standards as outlined in the Land Development Code. The applicant is proposing to construct a single-family residence on each lot, and is aware of what will be required to excavate foundations for the fatty clay soils in this subdivision.

The basis for a decision to approve, conditionally approve, or deny a proposed subdivision is whether it is demonstrated that development of the proposed subdivision meets the requirements of the Montana Code Annotated (MCA), is consistent with the City's zoning regulations and is in the public interest. Staff has reviewed the proposed project in relation to the City's zoning regulations. In addition, Staff developed Findings of Fact for the proposed subdivision and concludes the subdivision meets the requirements provided by 76-3-608(3) MCA. The full Findings of Fact are included as an attachment.

Neighborhood Council Input: Per Montana Code Annotated and the Official Code of the City of Great Falls (OCCGF) § 17.16.4.010 Table 16-2, minor subdivisions do not require Neighborhood Council notification. The City's Communication Specialist e-mailed information regarding the proposed minor subdivision to Neighborhood Council #1 members and scheduled a presentation of the project for the monthly Neighborhood Council meeting on February 14th. Neighborhood Council #1 was unable to meet quorum on February 14th; therefore, discussion of the project has been postponed to March 14th. As of the completion of this report, staff has received no input from the neighborhood council members or adjoining property owners.

Fiscal Impact: The cost of site improvements, including any utility services, will be paid by the property owner or future developer. Existing public utilities can accommodate the increased capacity. Public safety services are currently being provided to the property and will not be affected.

Alternatives: The City Commission could deny the minor subdivision. For this action, the City Commission must provide alternative Findings of Fact to support a denial of the minor subdivision request.

Concurrences: Representatives from the City's Public Works Department have been involved in the review process for this application. All comments have been addressed by the applicant, or have been noted by staff as conditions of approval.

Attachments/Exhibits:

Findings of Fact - Subdivision

Application Packet

Aerial Map

Zoning Map

Development Standards of R-3 Zoning District

Draft of Amended Plat

FINDINGS OF FACT/BASIS OF DECISION – MONTANA SUBDIVISION AND PLATTING ACT

Subsequent minor subdivision of Lot 8A of Amended Plat of Lots 8 and 9 of the South Park Addition Phase II, located on Block 1, Section 22, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana. (PREPARED IN RESPONSE TO 76-3-608(3)MCA)

PRIMARY REVIEW CRITERIA:

Effect on Agriculture and Agricultural Water User Facilities: The subsequent minor subdivision is located at the northeast corner of Dixie Lane and Flood Road which is located in city limits. The owner is proposing to construct two single-family residences on the newly subdivided vacant lots. The parcel was created through a lot aggregation request in 2019. The project site is surrounded by existing residential development on the south and east side of the property. Thus, the proposed minor subdivision will not interfere with any agricultural irrigation system or present any interference with agricultural operations in the vicinity.

Effect on Local Services: Lots in the proposed subdivision are currently served or will be served from public mains and private utility lines at the time of development. The Owners will pay the cost of the service lines from these utility mains. The owners of the two lots created by the subdivision will pay regular water and sewer charges, and monthly storm drain charges. The property proposed for this subdivision is currently receiving law enforcement and fire protection service from the City of Great Falls and the subdivision does not propose any changes to the current services.

Effect on the Natural Environment: Because the lot already exists in aggregated form and is only being subdivided to create an additional lot, the subdivision is not expected to adversely affect soils or the after quality or quantity of surface or ground waters. Surface drainage from the subdivision will ultimately be integrated into existing City storm water infrastructure. The platted lots along Dixie Lane have developed very slowly with single family homes due to poor clay soil conditions. The applicant is an experienced builder and understands the requirements associated with development in this area.

Effect on Wildlife and Wildlife Habitat: The subdivision is surrounded by existing residential development. This is not in an area of significant wildlife habitat beyond occasional deer and migrating fowl.

Effect on Public Health and Safety: Based on available information, the subdivision is not subject to abnormal natural hazards other than the poor soils noted above, nor potential man-made hazards. The subdivision itself will not have a negative effect on Public Health and Safety. City utility mains surround the site and access to the subdivided lots will utilize an existing access point onto Dixie Lane.

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

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

EASEMENT FOR UTILITIES

The developer shall provide necessary utility easements to accommodate private utilities to serve both lots of the subdivision.

LEGAL AND PHYSICAL ACCESS

Legal and physical access to the proposed subdivision lots will be provided via Dixie Lane.

Date Stamp:

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

DEVELOPMENT APPLICATION

Amended Plat of Lot 8A, Blk 1, Amended Plat of Lots 8 & 9,
Blk 1, South Park Addition - Phase II

Name of Project:

Karl Birky

Owner Name:

2743 Vaughn Road, Great Fall, MT 59404-5819

Mailing Address:

406-7991072

karl@kibhomes.com

Phone:

Email:

James E. Hodges, PE & LS

Representative Name:

406-452-1969

jim.ter.hodges@ bresnan.net

Phone:

Email:

- Annexation by Petition: \$500
- Preliminary Plat, Major: \$1,500 + \$50/lot
- Final Plat, Major: \$1,500 + \$25/lot
- Minor Subdivision: \$1,250
- Zoning Map Amendment: \$2,000
- Conditional Use Permit: \$1,500
- Planned Unit Development: \$2,000
- Amended Plat, Non-administrative: \$1,000

PROPERTY DESCRIPTION / LOCATION:

Lot 8A

Block 1

Am. Plat of Lots 8 & 9, Blk 1,
South Park Add. - Phase II

Mark/Lot:

Section:

Township/Block:

Range/Addition:

1329 Dixie Lane

Street Address:

LAND USE:

ZONING:

R-3

R-3

Current:

Proposed:

Current:


Proposed:

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


Property Owner's Signature:

Jan. 23, 2023

Date:


Representative's Signature:

Jan 23, 2023

Date:

PROJECT NARRATIVE

Amended Plat of Lot 8A, Block 1, Amended Plat of Lots 8 And 9, Block 1, South Park Addition – Phase II to the City of Great Falls

Owner: Karl Birky

PURPOSE

The purpose of this amended plat is to re-subdivide Lot 8A, Block 1, as shown on the Amended Plat of Lots 8 and 9, Block 1, South Park Addition – Phase II to the City of Great Falls (Plat 2019-0000007 PL), a subdivision in the Southwest 1/4 Northeast 1/4 Section 22, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana, into two lots. Lot 8A was created on April 5, 2019, when Plat 2019-0000007 was filed aggregating Lots 8 and 9, Block 1, as shown on the plat of the South Park Addition – Phase II to the City of Great Falls (Plat 2008-0000013 PL). Plat 2008-0000013 PL which created Lots 8 and 9, Block 1, was filed on April 11, 2008.

SITE DEVELOPMENT

Infrastructure for proposed Lots 8B and 9B, Block 1, is complete. See the attached Utility Plan. Facilities were constructed/installed before Lots 8 and 9, Block 1, were aggregated.

Engineering plans for the development of South Park Addition – Phase II were approved by the City of Great Falls and construction of water, sanitary sewer, curb and gutter, and paved streets was completed in accordance those plans (see City OF 1421.2). Sanitary sewer service stubs and water service lines to curb boxes were provided for Lots 8 and 9, Block 1, as part of that construction. At the same time private utilities installed main lines and services: Energy West installed a natural gas main in Dixie Lane with service stubs to Lots 8 and 9, Block 1; Northwestern Energy installed electrical service to boxes at the rear of Lots 8 and 9, Block 1; and Charter Communications and Century Link installed telephone/communication lines to boxes at the rear of Lots 8 and 9, Block 1.

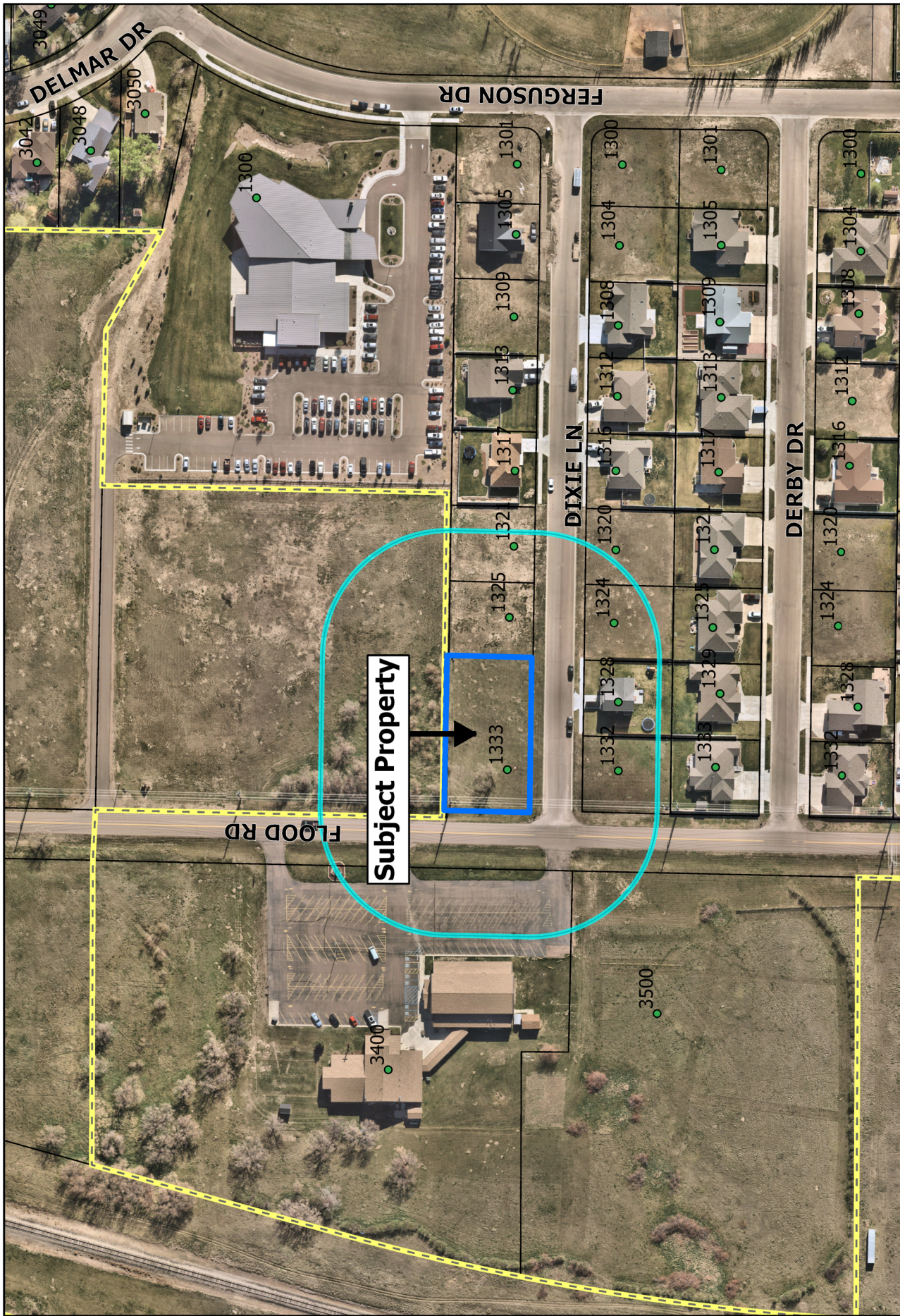
STORMWATER

The proposed subdivision would add one additional residential lot. Construction of a residence with garage, driveway, sidewalks and patio/deck on that lot would add approximately 10,100 square feet of impervious surface. Before Plat 2008-0000013 PL aggregated two lots (Lots 8 & 9) into Lot 8A on April 5, 2019, stormwater was addressed by two projects. City OF 1421.2 constructed curb and gutter and paved Dixie Lane which carry the majority of runoff from impervious surfaces on Lot 8A. City OF 1542 designed and installed storm drain inlets and piping along West Ferguson Drive to collect the surface runoff from Dixie Lane. These inlets and piping also carry water from those portions of the lots that sheet flow northerly.

Both OF 1421.2 and OF 1542 were designed based on Lot 8A being two lots with each lot having a residence.

James E. Hodges, P.E. & L.S
Montana License No. 4593ES
January 21, 2023

Aerial Map



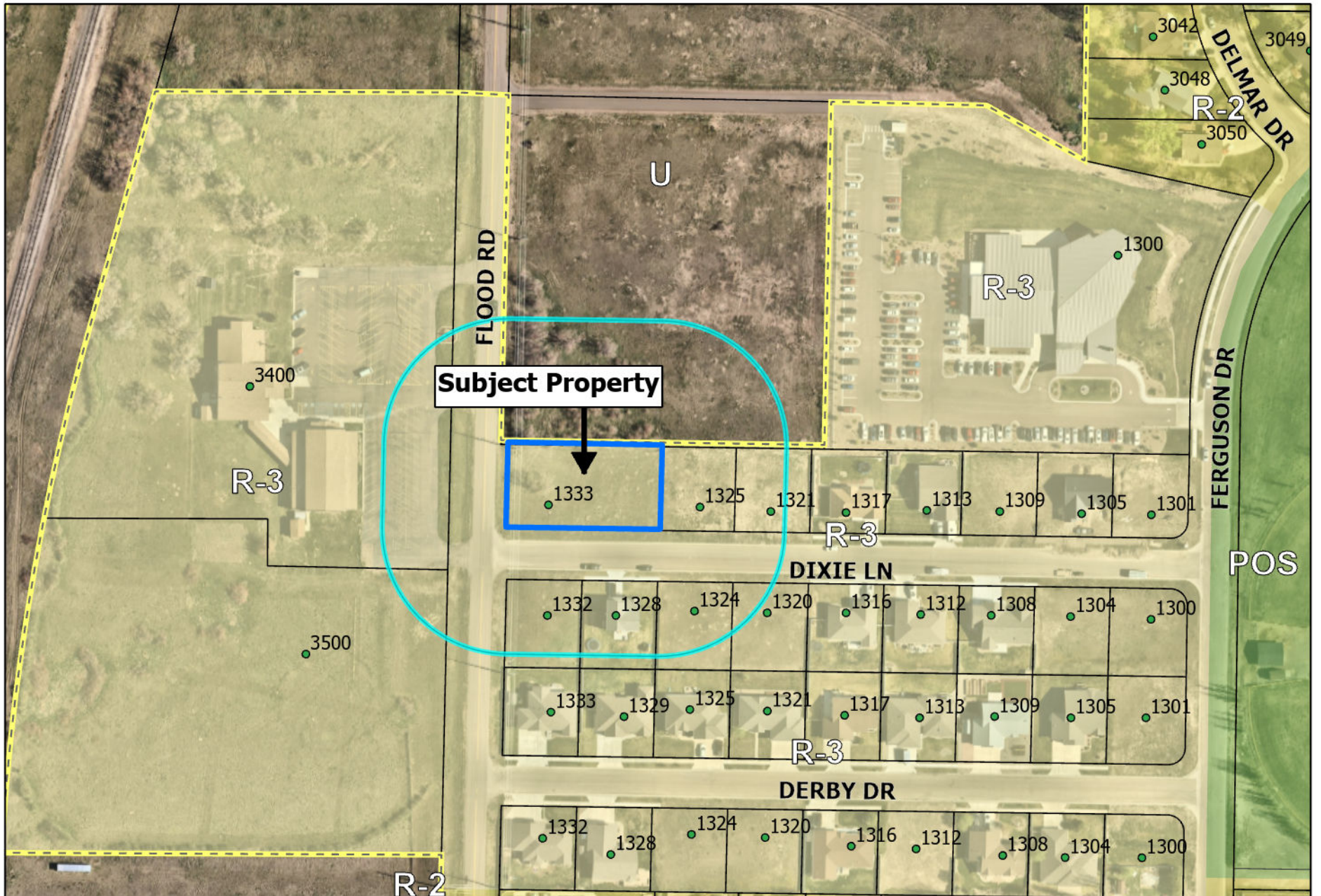
Subject Property

1333

150ft_Buffer



Zoning Map



150ft_Buffer

Zoning

R-2 Single-family Medium Density

R-3 Single-family High Density

POS Parks and Open Space

U Unincorporated Enclave



Exhibit 20-4. Development standards for residential zoning districts

(See footnotes below for additional standards)

Standard	R-1	R-2	R-3	R-5	R-6	R-9	R-10
Residential density	-	-	-	1,875 sq. feet of lot area per dwelling unit	500 sq. feet of lot area per dwelling unit	1,200 sq. feet of lot area per dwelling unit	10 dwelling units per acre
Minimum lot size for newly created lots	15,000 sq. feet	11,000 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	n/a
Minimum lot width for newly created lots	90 feet	80 feet	60 feet	50 feet	50 feet	50 feet	n/a
Lot proportion for newly created lots (maximum depth to width)	3:1	3:1	2.5:1	2.5:1	2.5:1	2.5:1	n/a
Maximum building height of principal building	35 feet	35 feet	35 feet	45 feet	65 feet	35 feet, single-family 50 feet, multi-family	12 feet to exterior wall
Minimum front yard setback [2]	30 feet	20 feet	20 feet	10 feet	15 feet	10 feet	n/a
Minimum side yard setback [3]	Principal building: 15 feet each side	Principal building: 8 feet each side	Principal building: 6 feet each side	4 feet; 8 feet if adjoining a R-1, R-2, R-3 district	5 feet; 10 feet if adjoining a R-1, R-2, R-3 district	Principal building: 6 feet each side	n/a

Created: 2023-01-23 11:10:15 [EST]

(Supp. No. 17)

Minimum rear yard setback	20 feet for lots less than 150 feet in depth; 25 feet for lots 150 feet in depth and over	15 feet for lots less than 150 feet in depth; 20 feet for lots 150 feet in depth and over	10 feet for lots less than 150 feet in depth; 15 feet for lots 150 feet in depth and over	10 feet for lots less than 150 feet in depth; 15 feet for lots 150 feet in depth and over	15 feet	10 feet for lots less than 150 feet in depth; 15 feet for lots 150 feet in depth and over	n/a
Maximum lot coverage of principal and accessory structures	Corner lot: 40% Other types: 30%	Corner lot: 45% Other types: 35%	Corner lot: 55% Other types: 50%	Corner lot: 60% Other types: 50%	Corner lot: 70% Other types: 60%	Corner lot: 70% Other types: 60%	none

AREAS
Lot 8B: 0.206 Acre (8955 SF)
Lot 9B: 0.205 Acre (8948 SF)
TOTAL AREA LOTS: 0.411 Acre (17,903 SF)
TOTAL AREA SUBDIVISION: 0.411 Acre (17,003 SF)
DATE OF SURVEY: January 6, 2023

Draft
Amended Plat Of
Lot 8A, Block 1, Amended Plat of Lots 8 And 9,
Block 1, South Park Addition - Phase II
To The City Of Great Falls,
A Subdivision in the Southwest 1/4 Northeast 1/4 Section 22,
Township 20 North, Range 3 East, P.M.M.,
Cascade County, Montana.

PURPOSE

The purpose of the survey shown on this plat was to subdivide Lot 8A, Block 1, Amended Plat of Lots 8 and 9, Block 1, South Park Addition - Phase II to the City of Great Falls (Plat 2019-000007 PL), a subdivision in the Southwest 1/4 Northeast 1/4 Section 22, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana, into two lots. Lot 8A was created by the aggregation of Lots 8 and 9, Block 1, Plat of the South Park Addition - Phase II to the City of Great Falls (Plat 2008-000013 PL).

CERTIFICATE OF SURVEY

I, Karl Birky, the undersigned property owner, do hereby certify that I caused Lot 8A, Block 1, Amended Plat of Lots 8 and 9, Block 1, South Park Addition - Phase II to the City of Great Falls, as filed in the Clerk and Recorder's Office (Plat 2019-000007 PL), Cascade County, Montana, to be surveyed and subdivided into two lots.

DESCRIPTION: A tract in the Southwest 1/4 Northeast 1/4 Section 22, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana more fully described as follows:
Beginning at the southwest corner of Lot 8A, Block 1, Amended Plat of Lots 8 and 9, South Park Addition - Phase II; thence North 89°21'20" East 180.0 feet along the south line of Block 1, South Park Addition - Phase II, to the southeast corner of said Lot 8A; thence North 0°00'30" West 99.3 feet along the east line of said Lot 8A to the north line of South Park Addition - Phase II; thence South 89°24'30" West 180.3 feet along the north line of South Park Addition - Phase II to the northwest corner of said Lot 8A; thence South 0°11' East 99.5 feet along the west line of said Lot 8A to the Point of Beginning; containing 0.411 acres; and to be known and designated as Amended Plat of Lot 8A, Block 1, Amended Plat of Lots 8 and 9, Block 1, South Park Addition - Phase II to the City of Great Falls.

EXCLUSION FROM MDEQ REVIEW: I certify that this division of land is excluded from review by the Montana Department of Environmental Quality pursuant to 76-4-125(1)(d)(i) MCA. (i) A subdivision excluded from the provisions of chapter 3 must be submitted for review according to the provisions of this part, except the following divisions or parcels, unless the exclusions are used to evade the provisions of this part, are not subject to review: (d) as certified pursuant to 76-4-127; (i) new divisions subject to review under the Montana Subdivision and Platting Act.

GRANT OF EASEMENTS: I hereby grant those duly licensed persons providing or offering to provide telephone, electric power, natural gas, cable television, water and sewer service, or other similar service, the right to joint use of the utility easements shown on this plat for the construction, maintenance, repair, or removal of their lines and other facilities upon advance notice to the affected landowners and consistent with requirements as may be imposed by the City of Great Falls now or in the future.

Date: _____
Karl Birky
STATE OF MONTANA)
County of Cascade) ss

On this _____ day of _____, 2023, before me, _____, a Notary Public in and for the State of Montana, personally appeared Karl Birky, known to me to be the person who executed the foregoing CERTIFICATE OF SURVEY and DECLARATION OF COVENANTS and he acknowledged to me that he executed the same.

Notary Public, State of Montana
Residing at: _____
My Commission expires: _____

CERTIFICATE OF PUBLIC WORKS DIRECTOR

I, Christoff T. Gaub, Public Works Director for the City of Great Falls, do hereby certify that I examined the accompanying plat and the survey it represents, found that same conforms to regulations governing the platting of lands and presently platted adjacent land as near as circumstances will permit and do hereby approve the same.

Date: _____
Public Works Director:
City of Great Falls, Montana

CERTIFICATE OF GREAT FALLS PLANNING BOARD

We, the undersigned President of the Great Falls Planning Board, City of Great Falls, Montana, and Secretary of said Great Falls Planning Board, do hereby certify that the accompanying plat was submitted to the said Great Falls Planning Board for examination by them and was approved at a regular meeting held on the _____ day of _____, 2023.

Dave Bertelsen, President
Great Falls Planning Board
Craig Raymond, Secretary
Great Falls Planning Board

CERTIFICATE OF NO PARK DEDICATION REQUIREMENT

I, Gregory T. Doyon, City Manager of the City of Great Falls, Montana, do hereby certify that in accordance with 76-3-621(2)(d) MCA, there is no requirement for park dedication for the accompanying plat.

Date: _____
Gregory T. Doyon, City Manager
City of Great Falls, Montana

CERTIFICATE OF CITY COMMISSION

I, Gregory T. Doyon, City Manager of the City of Great Falls, Montana, do hereby certify that the accompanying plat was duly examined and approved by the City Commission of the City of Great Falls, Montana, at a regular meeting held on the _____ day of _____, 2023.

Gregory T. Doyon, City Manager
City of Great Falls, Montana

CERTIFICATE OF SURVEYOR

I, James E. Hodges, Professional Engineer & Land Surveyor, do hereby certify that I made the survey as shown on this plat and that said survey is true and complete as shown.

Date: _____
James E. Hodges, P.E. & L.S.
Montana License No. 4593ES

CERTIFICATE OF TREASURER

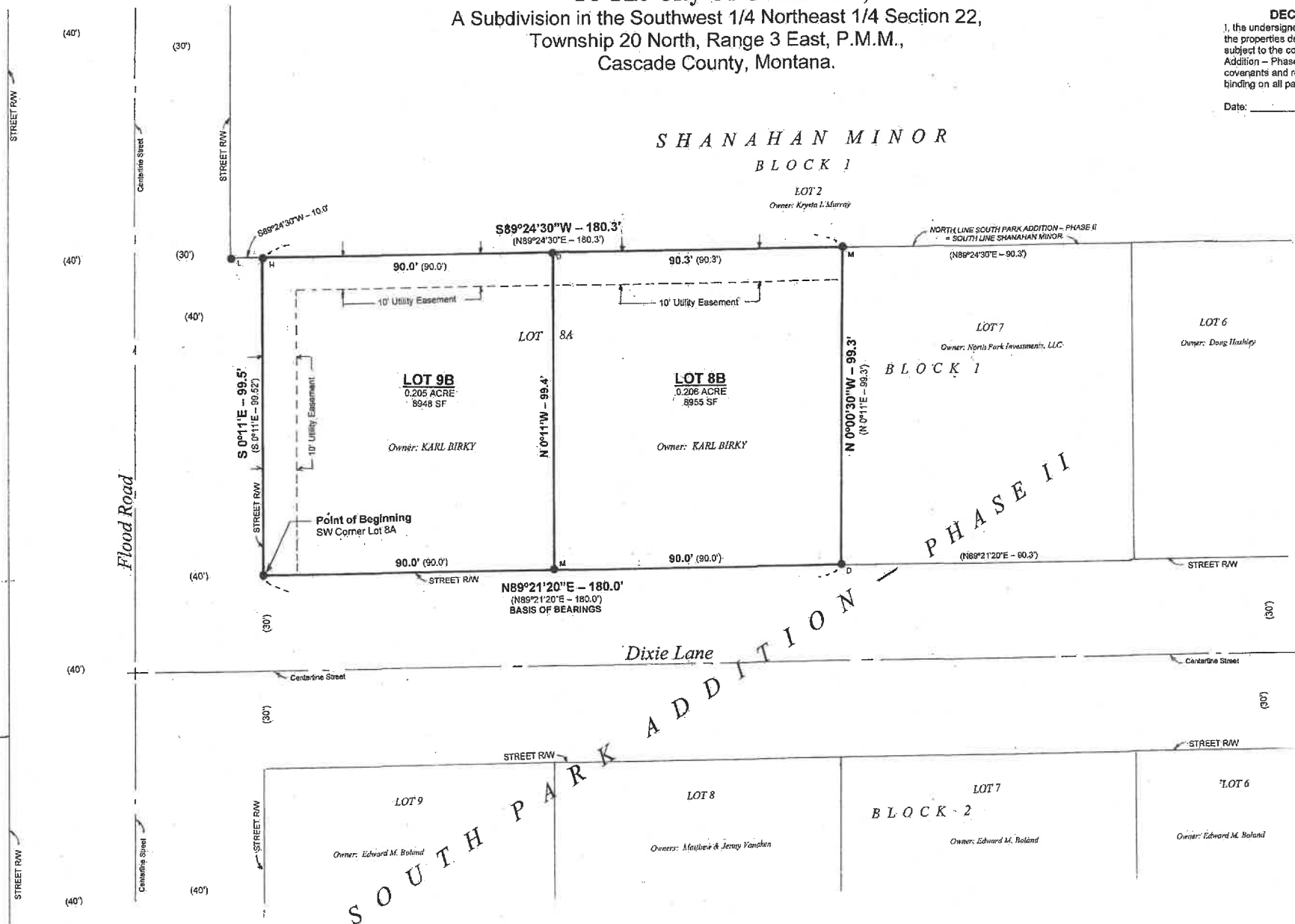
I, Diane Heikkila, County Treasurer of Cascade County, Montana, do hereby certify pursuant to 76-3-207(3), M.C.A. that all real property taxes assessed and levied on the land described herein have been paid.

Date: _____
Diane Heikkila, Treasurer

DECLARATION OF COVENANTS

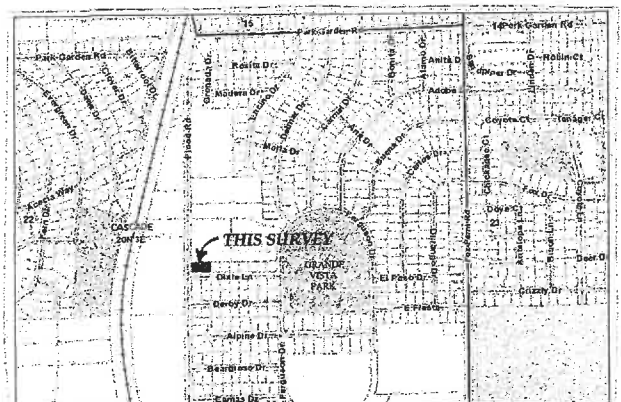
I, the undersigned property owner, do hereby declare that all the properties described herein shall be held, sold and conveyed subject to the covenants and restrictions filed with South Park Addition - Phase II plat as document R0171810 CV. Said covenants and restrictions shall run with the real property and be binding on all parties and their heirs, successors, and assigns.

Date: _____
Karl Birky



SECOND AMENDED PLAT OF TRACT 3, BLOCK 14 AND BLOCK 15,
BELLEVUE PLASIDE ADDITION TO GREAT FALLS
BLOCK 15A
Owner: Kootenai Community Christian School, Inc.

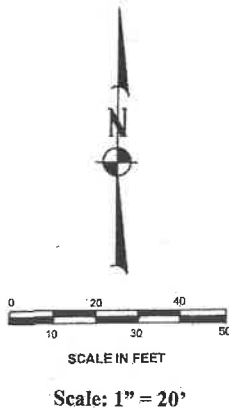
TRACT 3A
BLOCK 14
Owner: Valley Community Bible Church, Inc.



LOCATION MAP
No Scale

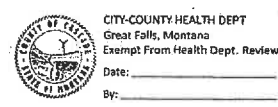
LEGEND

- H Found 5/8" IP With YPC "HODGES 4583ES"
- D Found 5/8" IP With Damaged YPC
- L Found 5/8" IP With OPC "LEO 12820ES"
- M Found 5/8" IP With YPC "MT REG 9522S"
- Found 5/8" IP With No Cap
- () Record Per Amended Plat of Lots 5 and 8, Block 1, South Park Addition - Phase II To The City of Great Falls (Plat 2019-000007 PL)
- IP Iron Pin (Rebar)
- OPC Orange Plastic Cap
- RAW Right of Way
- YPC Yellow Plastic Cap



NOTES:

- It was not the intent of this survey to locate or show all easements which may affect the subject property.
- Basis of Bearings: South line of Lot 8A, Block 1, Amended Plat of Lots 8 and 9, Block 1, South Park Addition - Phase II (Plat 2019-000007 PL) between found iron pin monuments at the southwest corner and the southeast corner of Lot 8A. Bearing of N89°21'20"E per Plat 2019-000007 PL.

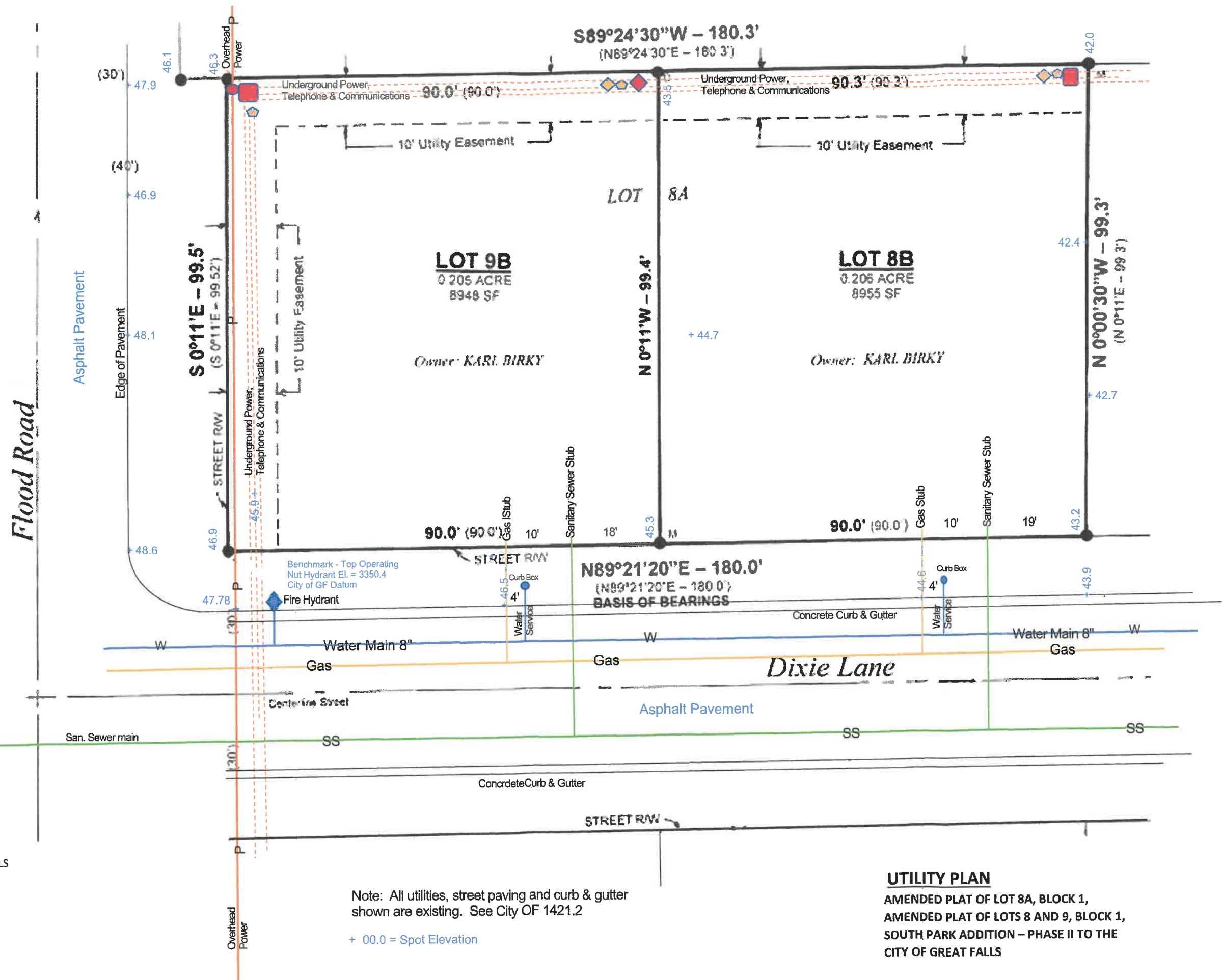


REVIEWED FOR COMPLIANCE WITH SURVEY REQUIREMENTS AND ZONING REGULATIONS PER 76-3-207 M.C.A.
By: _____
Date: _____
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
CITY OF GREAT FALLS

Survey For Owner: KARL BIRKY

JAMES E. HODGES
Professional Engineer & Land Surveyor
Great Falls, Montana

14	Sec	T	R
5/11/23	22	20N	3E
Sub No. 2022-19			Sheet
F.B. No. 14			1
Drawn: JEH			Of
Date: 1/23/23			1



JAMES E. HODGES, PE & LS
 #2022-10
 1/24/2023

Note: All utilities, street paving and curb & gutter shown are existing. See City OF 1421.2
 + 00.0 = Spot Elevation

UTILITY PLAN
 AMENDED PLAT OF LOT 8A, BLOCK 1,
 AMENDED PLAT OF LOTS 8 AND 9, BLOCK 1,
 SOUTH PARK ADDITION - PHASE II TO THE
 CITY OF GREAT FALLS



Commission Meeting Date: March 21, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Subsequent Minor Subdivision for the property addressed as 17 3rd Street Northwest and legally described as Lot 4A of Amended Plat No. P-2011-39, Section 2 & Section 11, T20N, R3E, P.M.M., Great Falls, Cascade County, Montana.

From: Lonnie Hill, Planner II, Planning and Community Development

Initiated By: Talcott Properties LLC

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

Action Requested: City Commission approve the Amended Plat of the Minor Subdivision and accompanying Findings of Fact

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the Amended Plat of the subsequent minor subdivision for the subject property as legally described in the Staff Report, and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant.”

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

Staff Recommendation:

The Planning Advisory Board passed a motion recommending the City Commission approve the minor subdivision of the subject property at the conclusion of a public hearing held on February 28, 2023. Staff additionally recommends approval of the proposed minor subdivision request with the following conditions:

Conditions of Approval:

1. The applicant shall provide an amended plat of the subject property which shall be in compliance with survey requirements of this Title and State law and incorporate corrections of any errors or omissions noted by Staff.
2. The proposed plans shall conform to the M-2 zoning district development standards in the Land Development Code within the Official Code of the City of Great Falls.

Background:

The subject property is located at 17 3rd St Northwest and within the West Bank One development. The existing parcel consists of ± 1.79 acres and is within the M-2 Mixed-use Transitional zoning district. The northernmost and easternmost portions of the property contain existing parking spaces for West Bank One

that are currently available for the Kobe Seafood & Steak restaurant and the Staybridge Suites hotel. The remainder of the subject property remains undeveloped. The amended plat provided as an attachment shows the proposed lot configuration. The applicant intends to subdivide the property into two lots. The owner was engaged by Highway 55 Burgers, Shakes & Fries for development of a new restaurant upon the site. The purpose of this subdivision request is to create the parcel (Lot 4B) for the development of this restaurant. The remaining parcel (Lot 4C) is to be developed at a future date.

The property is wholly surrounded by the M-2 zoning district. To the north is the Staybridge Suites hotel, to the west is the Kobe restaurant, the right-of-way for 1st Avenue Northwest, a hair salon, and a vehicle repair shop. To the south and east is Burlington Northern Santa Fe Railroad right-of-way with the Federal Courthouse across the railroad from the subject property.

Subsequent Minor Subdivision Request:

The applicant is requesting a subsequent minor subdivision of the property because the original 1.79-acre parcel was created through a previous subdivision (P-2011-39). The applicant proposes to create two lots; Lot 4B, which is approximately 46,716 square feet, and Lot 4C, which is approximately 31,471 square feet. Each of these proposed lots conforms to the lot area and dimensional standards of the M-2 zoning district.

Access and utility easements already exist upon the site, which are shown both on the previous and proposed amended plats. This will allow both new lots to be accessed through the West Bank One Development. Water, sewer, and stormwater mains run through the property. Each property within the development, including the subject property, is served by these existing utilities.

The basis for a decision to approve, conditionally approve, or deny a proposed subdivision is whether it is demonstrated that development of the proposed subdivision meets the requirements of the Montana Code Annotated (MCA), is consistent with the City's zoning regulations and is in the public interest. Staff has reviewed the proposed project in relation to the City's zoning regulations. In addition, Staff developed Findings of Fact for the proposed subdivision and concludes the subdivision meets the requirements provided by 76-3-608(3) MCA. The full Findings of Fact are included as an attachment to this report.

Neighborhood Council Input:

Pursuant to MCA and the Official Code of the City of Great Falls (OCCGF) § 17.16.4.010 Table 16-2, minor subdivisions do not require Neighborhood Council notification. However, information regarding the proposed minor subdivision was provided to Neighborhood Council #2 members. In addition, staff presented the request at the Council's March 8th meeting.

Fiscal Impact:

The cost of site improvements, including any utility services, will be paid by the property owner or future developer. All existing public utilities can accommodate future capacity related to the project. Public safety services are currently being provided to the property and will not be affected. The development of the subject property will increase the City's tax base and increase revenue.

Alternatives:

The City Commission could deny the applicant's request. For this action, the City Commission must provide alternative Findings of Fact to support a denial of the minor subdivision request.

Concurrences:

Representatives from various City departments, including the Public Works Department and Fire Department, have been notified of the applicant's request pursuant to Agency Notification requirements listed within OCCGF 17.16.4.010 Exhibit 16-2.

Attachments/Exhibits:

Findings of Fact – Subdivision

Location Map

Zoning Map

Draft Amended Plat

Reciprocal Easement Agreement

Lot Area and Dimensional Standards of the M-2 Zoning District

FINDINGS OF FACT/BASIS OF DECISION – MONTANA SUBDIVISION AND PLATTING ACT

Subsequent minor subdivision for the property addressed as 17 3rd St NW and legally described as 4A of Amended Plat No. P-2011-39, Section 2 & Section 11, T20N, R3E, M.P.M., Great Falls, Cascade County, Montana. (PREPARED IN RESPONSE TO 76-3-608(3) MCA)

PRIMARY REVIEW CRITERIA:

Effect on Agriculture and Agricultural Water User Facilities: The minor subdivision is located at 17 3rd Street Northwest, within the West Bank One development, and is located within city limits. The property is wholly surrounded by the M-2 zoning district. To the north is a hotel, to the west is an existing restaurant, the right-of-way for 1st Avenue Northwest, a hair salon, and a vehicle repair shop. To the south and east is Burlington Northern Santa Fe Railroad right-of-way with the Federal Courthouse across the railroad from the subject property. Thus, the proposed minor subdivision will not interfere with any agricultural irrigation system or present any interference with agriculture operations in the vicinity.

Effect on Local Services: The Lots in the proposed subdivision are either currently served or will be served from public mains or private utility lines at the time of development. The Owner will pay the cost of the service lines from these utility mains. The owner of the two lots created by the subdivision will pay regular water and sewer charges, and monthly storm drain charges. The property proposed for this subdivision is currently receiving law enforcement and fire protection service from the City of Great Falls and the subdivision does not propose any changes to the current services.

Effect on the Natural Environment: The subdivision is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. Surface drainage from the subdivision will flow into an on-site storm drainage system, then enter into City storm infrastructure and ultimately discharge into the Missouri River. Storm water quantity and quality will be reviewed at the time of development of each lot.

Effect on Wildlife and Wildlife Habitat: The subdivision is surrounded by existing roadways and development. This is not in an area of significant wildlife habitat beyond occasional migrating fowl. Thus, the subdivision will not have a negative effect on wildlife and wildlife habitat.

Effect on Public Health and Safety: Based on available information, the subdivision is not subject to abnormal natural hazards nor potential man-made hazards. The subdivision itself will not have a negative effect on Public Health and Safety. Although neither of the proposed lots will have direct access to a public street, the West Bank One development was planned to allow interior lots to access 3rd Street NW via a shared private drive system.

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

The subdivision meets the requirements of the Montana Subdivision and Platting Act and the

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

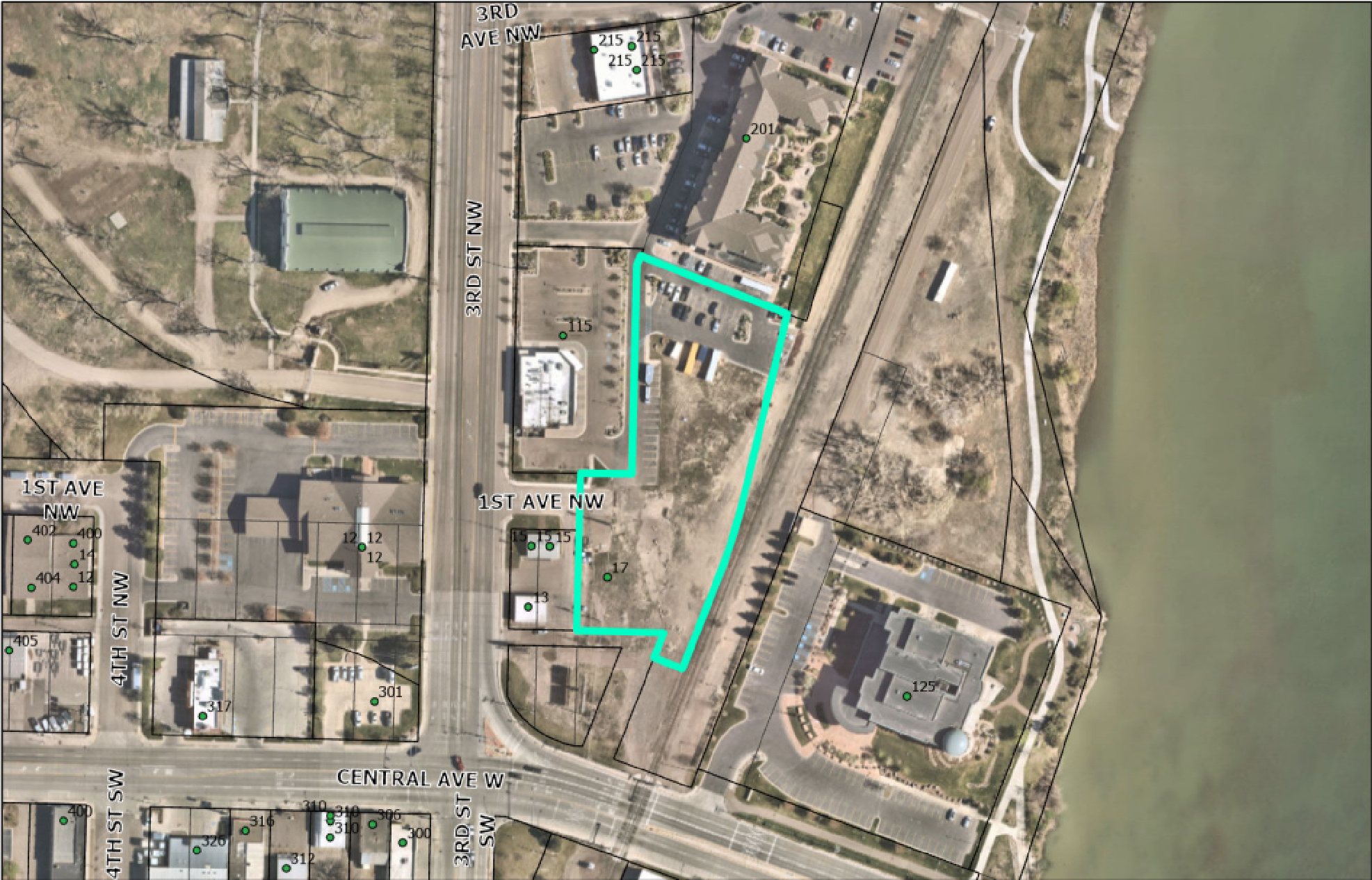
EASEMENT FOR UTILITIES

Access and utility easements already exist upon the subject property, which are shown both on the previous and proposed amended plats. This will allow both new lots to be accessed through the West Bank One Development. Water, sewer, and stormwater mains run through the property. Each property within the development, including the subject property, is served by these existing utilities.

LEGAL AND PHYSICAL ACCESS

Legal and physical access to the proposed subdivision lots will be provided through the reciprocal access easement that connects the subject property to the remainder of the West Bank One development. The reciprocal easement agreement is on file with the Cascade County Clerk & Recorder.

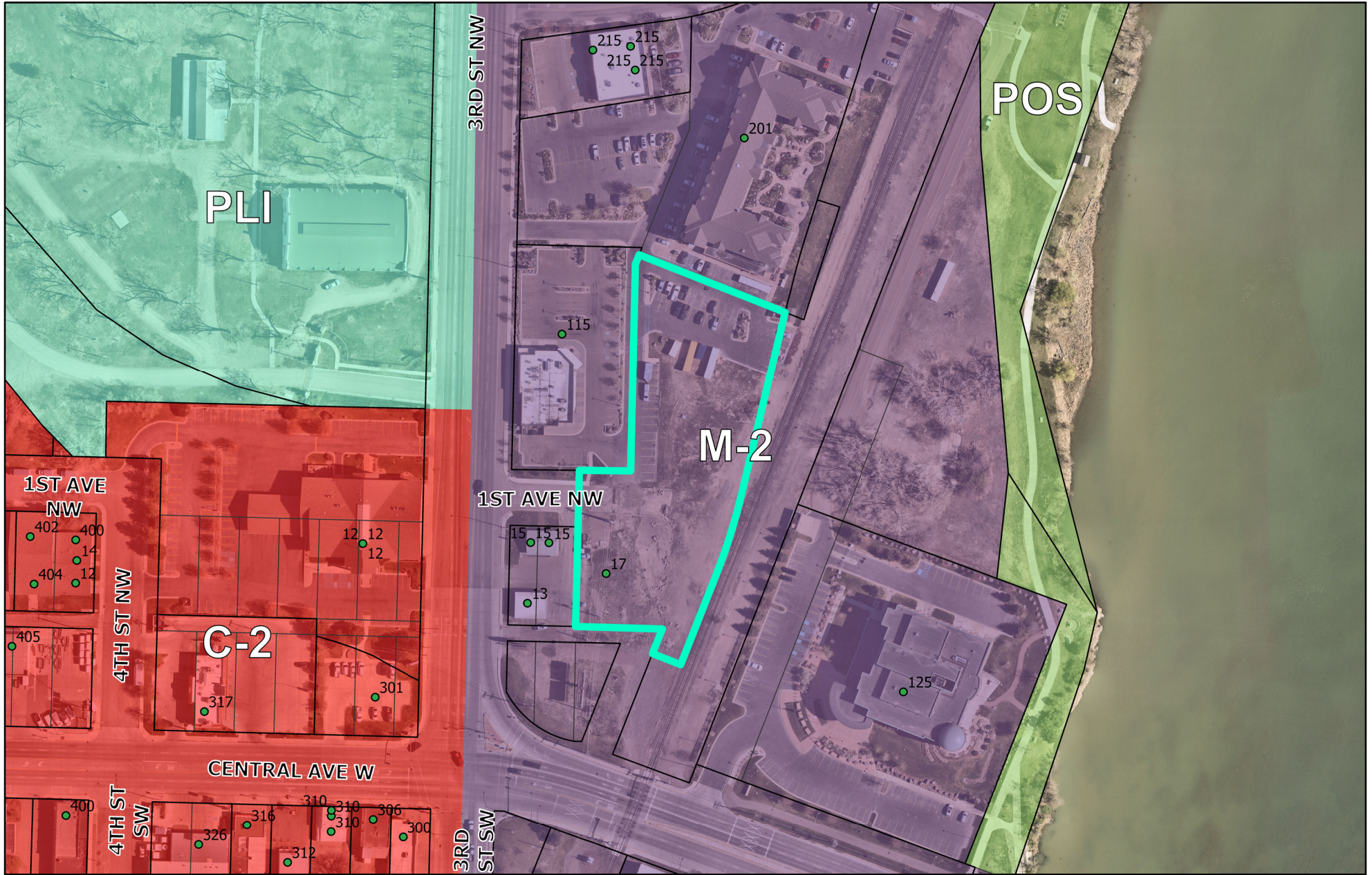
Location Map



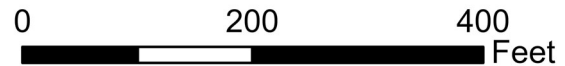
- Parcels
- Subject Property



Zoning Map



- Parcels
- Subject Property



AMENDED PLAT

OF LOT 4A OF AMENDED PLAT NO. P-2011-0000039 Located in Government Lot 7 of Section 2 and the NW1/4 and Government Lot 2 of Section 11 Township 20 North, Range 3 East, P.M.M. Great Falls, Cascade County, Montana

PURPOSE OF SURVEY:

SURVEY BEING COMMISSIONED BY TALCOTT PROPERTIES LLC; OWNER OF RECORD. The purpose of this survey is to provide a permanent record in the Office of the Clerk and Recorder, Cascade County, Montana showing the controlling evidence used to create two(2) lots from this existing lot.

NOTES & LEGEND:

The Basis of Bearings for this survey is Grid North, Montana State Plane Coordinate System. Lines are monumented as shown hereon.

Easements of sight and record not shown hereon may exist.

Fence lines, roadways and utilities may exist on the subject property. Be advised that not all improvements are shown.

○ Indicates a 5/8" diameter rebar, 24" in length, with a 2" aluminum cap, inscribed "KENDALL 18576-S"

● Indicates a 5/8" Rebar with a yellow cap inscribed "M. Henen 9523-LS"; found this survey

⊕ Indicates a 5/8" rebar without a cap ; found this survey

▼ Indicates a P-K Nail in asphalt, found this survey

P.O.B. Indicates Point of Beginning

P.O.C. Indicates Point of Commencement

(R) Indicates Record Measurements from Plat P-2011-0000039, November 2011

CERTIFICATE OF OWNER

I, Brad Talcott, as a Managing Member of Talcott Properties LLC; being the owner of record of Lot 4A, Amended Plat(P-2011-0000039) of Lots 3 and 4, Block 598, Great Falls Fifth(5th) Addition, a portion of 1st Ave. NW, a portion of "Railroad Street" and Parcel 2 of Certificate of Survey(C.O.S.) No. 4750, do certify that I have caused to be surveyed, subdivided and platted into lots the following described tracts of land being located in the Government Lot 7 of Section 2 and in the Northwest Quarter and Government Lot 2 of Section 11, T20N, R3E, P.M.M., Cascade County, City of Great Falls, Montana as shown hereon.

LOT 4B: A parcel of land lying within Government Lot 7 of Section 2 and Government Lot 2 of Section 11, T20N, R3E, P.M.M., Cascade County, City of Great Falls, Montana. Being more particularly described as: Commencing at the Quarter Corner common to Sections 2 & 11, thence N89°25'18"E along the section line a distance of 38.03 feet to the Point of Beginning; thence N0°05'30"E a distance of 260.33 feet; thence N20°36'15"E a distance of 12.72 feet; thence S69°40'28"E a distance of 196.84 feet to a point on the westerly right-of-way of Burlington Northern Santa Fe Railroad; thence along said right-of-way the following two(2) courses: S12°05'58"W a distance of 234.63 feet to a point of curvature; thence continuing along the railroad right-of-way along an arc to the right having a radius of 753.24 feet and an arc length of 17.09 feet (the chord of said arc bears S12°52'48"W a distance of 17.09 feet); thence S89°26'25"W a distance of 136.18 feet; thence N0°05'30"E a distance of 43.03 feet to the Point of Beginning. Containing 1.07 Acres more or less. All in Sections 2 & 11, T20N, R3E, P.M.M., Cascade County, City of Great Falls, Montana. Subject to the Easements shown hereon and to any other easements, restrictions or covenants of record or otherwise.

LOT 4C: A parcel of land lying within Government Lot 7 of Section 2 and Government Lot 2 of Section 11, T20N, R3E, P.M.M., Cascade County, City of Great Falls, Montana. Being more particularly described as: Beginning at the Quarter Corner common to Sections 2 & 11, thence S89°25'18"W along the section line a distance of 26.28 feet; thence S0°08'04"W a distance of 196.05 feet; thence S89°59'33"E a distance of 108.72 feet to a point on the easterly right-of-way of Railroad Street; thence S2°00'13"W along Railroad Street right-of-way a distance of 33.86 feet ; thence S69°33'33"E a distance of 38.09 feet to a point on the westerly right-of-way of Burlington Northern Santa Fe Railroad; thence along said right-of-way the following two(2) courses: N20°12'11"E a distance of 121.04 feet to a point of curvature; thence along an arc to the left having a radius of 753.24 feet and an arc length of 90.05 feet (the chord of said arc bears N16°57'17"E a chord distance of 90.00 feet); thence S89°26'25"W a distance of 136.18 feet; thence N0°05'30"E a distance of 43.03 feet; thence S89°25'18"W along the section line a distance of 38.03 feet to the Point of Beginning to the Point of Beginning. Containing 0.72 Acres more or less. All in Sections 2 & 11, T20N, R3E, P.M.M., Cascade County, City of Great Falls, Montana. Subject to the Easements shown hereon and to any other easements, restrictions or covenants of record or otherwise.

CERTIFICATE OF EXEMPT FROM PARK DEDICATION

I, the undersigned property owner, do hereby certify that this subdivision is only creating one(1) additional lot and is therefore exempt from Park Dedication pursuant to 76-3-621(3)(d) MCA, stating at (3) "a park dedication may not be required for (d): a subdivision in which only one additional parcel is created."

Dated this ___ day of _____, 2023

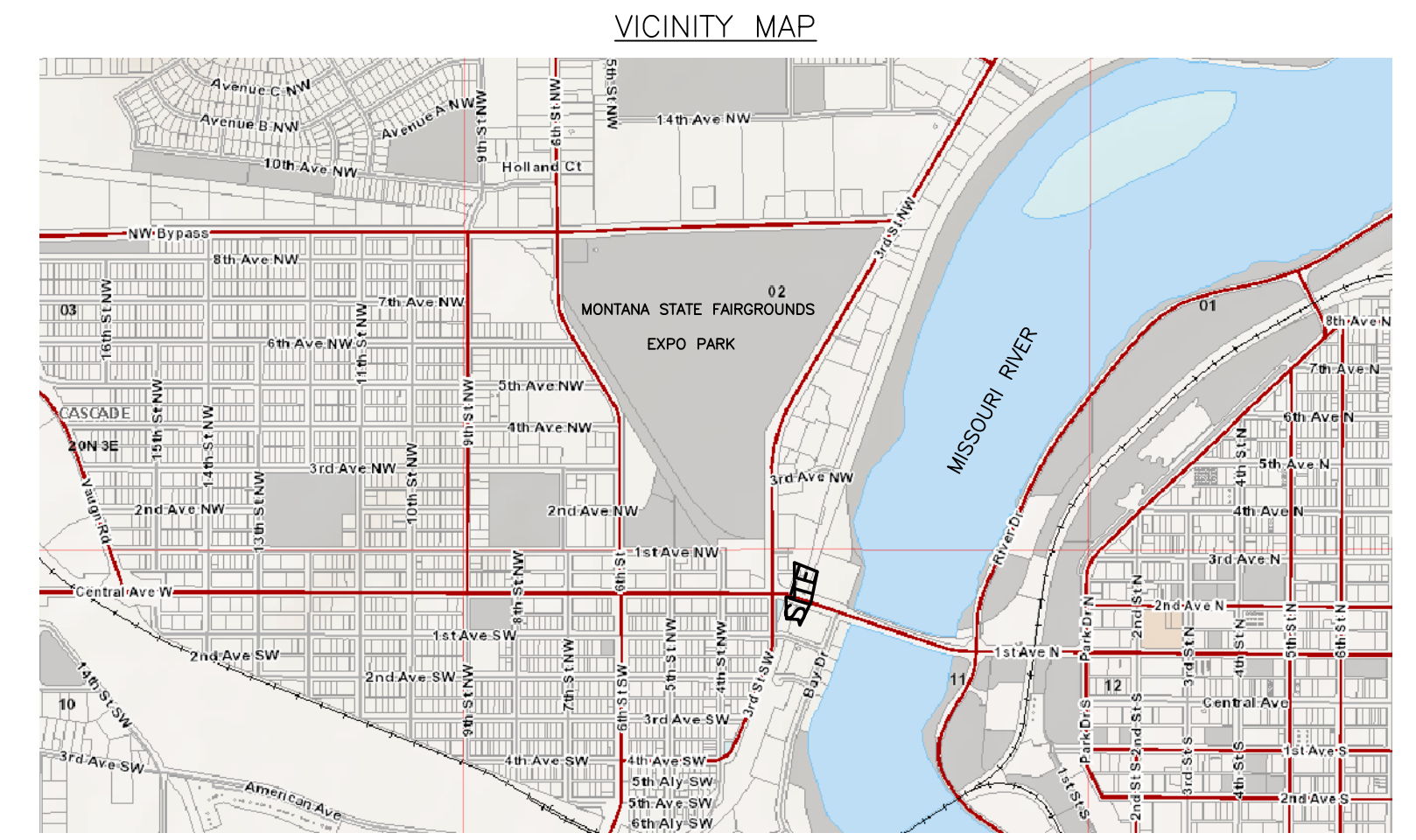
SIGNED: _____
Brad Talcott, as Managing Member of Talcott Properties LLC

State of Montana)
County of Cascade)

On this ___ day of _____, 2023, Brad Talcott, as Managing Member of Talcott Properties LLC did personally appear before me and having been duly sworn did execute the above record for the purposes stated.

Signature: _____
Notary Public for State of Montana

CLERK & RECORDER



CERTIFICATE OF PUBLIC WORKS DIRECTOR

I, Paul Skubinna, Public Works Director for the City of Great Falls, Montana do hereby certify that I have examined the accompanying AMENDED PLAT OF LOT 4A of AMENDED PLAT 2011-0000039 and the survey it represents. I find that it conforms to regulations governing the platting of lands and presently platted adjacent lands, as near as circumstances will permit. I hereby approve this Plat.

Dated this, ___ day of _____, 2023
Paul Skubinna, Public Works Director, City of Great Falls, Montana

CERTIFICATE OF CITY COMMISSION

I, Gregory T. Doyon, City Manager for the City of Great Falls, Montana do hereby certify that the accompanying AMENDED PLAT OF LOT 4A of AMENDED PLAT 2011-0000039 and the survey it represents was duly examined and approved by the Commission of the City of Great Falls, Montana at it's regular meeting held on the ___ day of _____, 2023

Gregory T. Doyon, City Manager, City of Great Falls, Montana

CERTIFICATE OF AVAILABLE MUNICIPAL SERVICES

I, Gregory T. Doyon, City Manager for the City of Great Falls, Montana do hereby certify that the City Commission of the City of Great Falls, Montana at it's regular meeting held on the ___ day of _____, 2023 found that adequate municipal facilities for the water and the disposal of sewage and solid waste are available to the above described properties, namely the said facilities of the City of Great Falls, Montana. This certificate is made pursuant to Section 76-4-125(1)(d) M.C.A. and permits the Office of the Clerk and Recorder of Cascade County, Montana to record the accompanying plat.

Gregory T. Doyon, City Manager, City of Great Falls, Montana

CERTIFICATE OF GREAT FALLS PLANNING BOARD

We, the undersigned, do hereby certify that the accompanying AMENDED PLAT OF LOT 4A of AMENDED PLAT 2011-0000039 and the survey it represents has been submitted to the Great Falls Planning Board for examination by them and the same was approved at it's regular meeting held on the ___ day of _____, 2023.

David Bertelsen, President, Great Falls Planning Board
Craig Raymond, Secretary, Great Falls Planning Board

CERTIFICATE OF COUNTY TREASURER

I, Diane Heikkila, County Treasurer of Cascade County, Montana hereby certify pursuant to Section 76-3-207(3), M.C.A. that all real property taxes assessed and levied on the land described herein have been paid.

Assessment Code: 0001878000 Geocode: 02-3015-02-4-05-02-0000

Dated this, ___ day of _____, 2023

Diane Heikkila, Treasurer, Cascade County, Montana

CERTIFICATE OF SURVEYOR

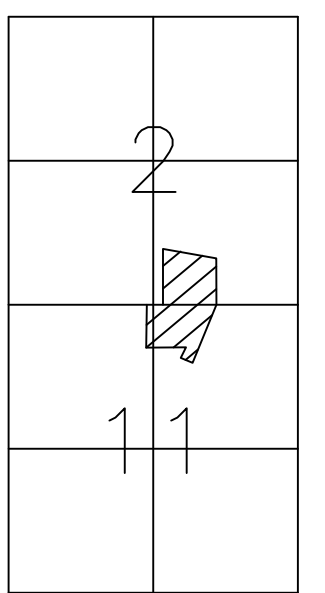
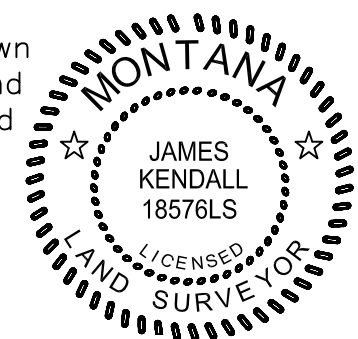
I, James S Kendall, a Registered Professional Land Surveyor, Montana License Number 18576-LS, do hereby certify that I have performed the survey shown and described hereon; that survey was completed and all monuments established during February 2023; and that survey is true and complete as shown.

James Scott Kendall, PLS MT Reg. No. 18576-S



CITY-COUNTY HEALTH DEPT
Great Falls, Montana
Exempt From Health Dept. Review

Date: _____
By: _____



T20N, R3E, P.M.M.

KENDALL LAND SURVEYING, INC.
BELT, MONTANA 59412
406-217-7707

SCALE: 1" = 50'
DRAWN BY: JSK
DATE: 03FEBRUARY2023

RECORDED AT THE
REQUEST OF
MOUNTAIN TITLE

Return to: MTC * Rerecord to add legal description - 1/17/19 - MFD
EASEMENT AND SHARED ACCESS, PARKING AND MAINTENANCE AGREEMENT

This EASEMENT AND SHARED ACCESS, PARKING AND MAINTENANCE AGREEMENT ("Agreement") is entered into and effective on DECEMBER 20, 2018, by and between Talcott Properties LLC, West Bank Properties LLC. PO Box 2493, Great Falls, MT 59403

WHEREAS, the parties hereto desire to establish permanent easements for ingress and egress from adjacent city streets over and through the driveway areas located within the area depicted on Exhibit "A" attached hereto, commonly known as "West Bank One" and hereafter referred to at times as the Entire Parcel, to provide for the ongoing maintenance of such easement area and to establish a cross parking agreement for the permanent use of all parking areas as they currently exist within and upon the various individual properties (hereafter "Parcel") depicted on Exhibit "A" or as they may be modified in the future,

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, Talcott Properties LLC and West Bank Properties LLC agree as follows:

1. Recitals:

A. The Entire Parcel consists of the property encompassed by the five Parcels depicted on Exhibit "A" attached hereto and numbered for convenience and other identification as may be used herein. Any future subdivision or consolidation of any Parcel(s) shall not alter the applicability of this Agreement to the property identified as the Entire Parcel herein.

B. The parties hereto may redevelop, build upon or alter the current configuration of their respective properties, provided that the number of parking spaces on their respective properties is not reduced and that vehicular access to 3rd Street NW, 1st Avenue NW, 3rd Avenue NW and the private access drive as depicted on Exhibit "A" are not altered in such manner as would lessen the current access that any individual property now enjoys. The parties may, by unanimous written agreement, approve an alternate configuration of development that may not be in conformance with this paragraph but is agreed to by all. In such event, an amendment to this Agreement shall be prepared and together with an amended Exhibit "A" shall be attached hereto and recorded.

C. As of the date hereof, the driveway area lying on the most southerly Parcel is not yet improved. When and if such improvement is made, Exhibit "A" shall be deemed amended to include such developed configuration, even if some variance exists between Exhibit "A" and the actual constructed configuration recognizing the intent of the Parties to share the cost of maintaining the common access provided by the driveway for the benefit of the Entire Parcel.

D. Subsequent owners of any Parcel within the Entire Parcel become a party to this Agreement.

R0365413 ES

Total Pages: 3 R 31.00 By: tmarch 12/31/2018 02:47:08 PM
Cascade County, Rina Ft Moore - Clerk & Recorder



R0366815 ES

Total Pages: 4 R 38.00 By: tmarch 02/11/2019 03:15:43 PM
Cascade County, Rina Ft Moore - Clerk & Recorder



STATE OF MONTANA } SS
COUNTY OF CASCADE }
I HEREBY CERTIFY THAT THE INSTRUMENT TO WHICH THIS CERTIFICATE IS ANNEXED, IS A TRUE, COMPLETE AND CORRECT COPY OF THE ORIGINAL ON FILE IN MY OFFICE.
WITNESS MY HAND AND SEAL OF OFFICE

JAN 17 2019

/s/ RINA FT MOORE
RINA FT MOORE
Clerk and Recorder / Auditor / Surveyor
By: [Signature]
DEPUTY

2. Grant of Easements: The Parties hereto hereby grant to each other or to such other party as may hereafter acquire an interest in any of the properties depicted on Exhibit "A", nonexclusive easements for the purpose of vehicular or pedestrian traffic between each Parcel and (i) each other Parcel which is within the Entire Parcel; (ii) the public streets and alleys now or hereafter abutting or located on any portion of the area depicted on Exhibit "A"; (iii) the parking areas now and hereafter located on the Entire Parcel; and (iv) over, upon, across and through the Entire Parcel.

2. The parties agree to share the cost of maintaining, repairing and/or replacing the driveway area as depicted on Exhibit "A" including but not limited to striping, sweeping, snow removal and other maintenance and repair of the surface thereof and pavement, curbing and sidewalk repair or replacement in the proportions as follows:

Parcel 1	30 %
Parcel 2	10%
Parcel 3	20%
Parcel 4	20%
Parcel 5	20%

In Witness whereof, the undersigned have executed this agreement.

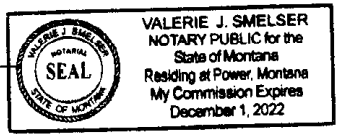
Brad Talcott
West Bank Properties LLC
Date: 12-20-2018

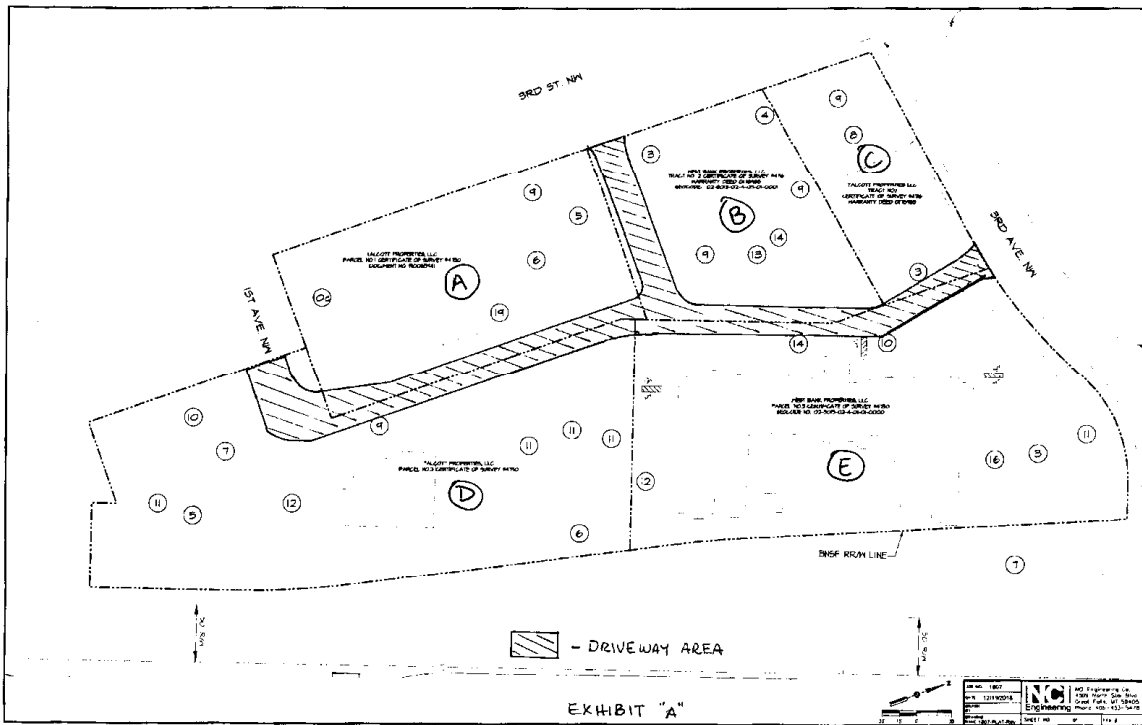
Brad Talcott
Talcott Properties LLC
Date: 12-20-2018

STATE OF MONTANA
COUNTY OF CASCADE

SUBSCRIBED and sworn to before me, the undersigned, by Brad Talcott, Member of both Talcott Properties LLC and West Bank Properties LLC this 20th day of December, 2018.

Valerie J. Smelser
Notary for Montana





R0365413 12/31/2018 02:47:08 PM Total Pages: 3

*

- A) Parcel No. 1 of Certificate of Survey No. S-0004750, being a parcel of land located in the SW1/4 and Government Lot 7, Section 2, T20N, R3E, PMM, Cascade County, Montana, filed August 26, 2011, records of Cascade County, Montana.
- B) Tract No. 2 of Certificate of Survey No. S-0004716, being a parcel of land located in the SW1/4 and Government Lot 7, Section 2, T20N, R3E, PMM, Cascade County, Montana, filed January 18, 2011, records of Cascade County, Montana.
- C) Tract No. 1 of Certificate of Survey No. S-0004716, being a parcel of land located in the SW1/4 and Government Lot 7, Section 2, T20N, R3E, PMM, Cascade County, Montana, filed January 18, 2011, records of Cascade County, Montana.
- D) Parcel No. 2 of Certificate of Survey No. S-0004750, being a parcel of land located in the SW1/4 and Government Lot 7, Section 2, T20N, R3E, PMM, Cascade County, Montana, filed August 26, 2011, records of Cascade County, Montana.
- E) Parcel No. 3 of Certificate of Survey No. S-0004750, being a parcel of land located in the SW1/4 and Government Lot 7, Section 2, T20N, R3E, PMM, Cascade County, Montana, filed August 26, 2011, records of Cascade County, Montana.

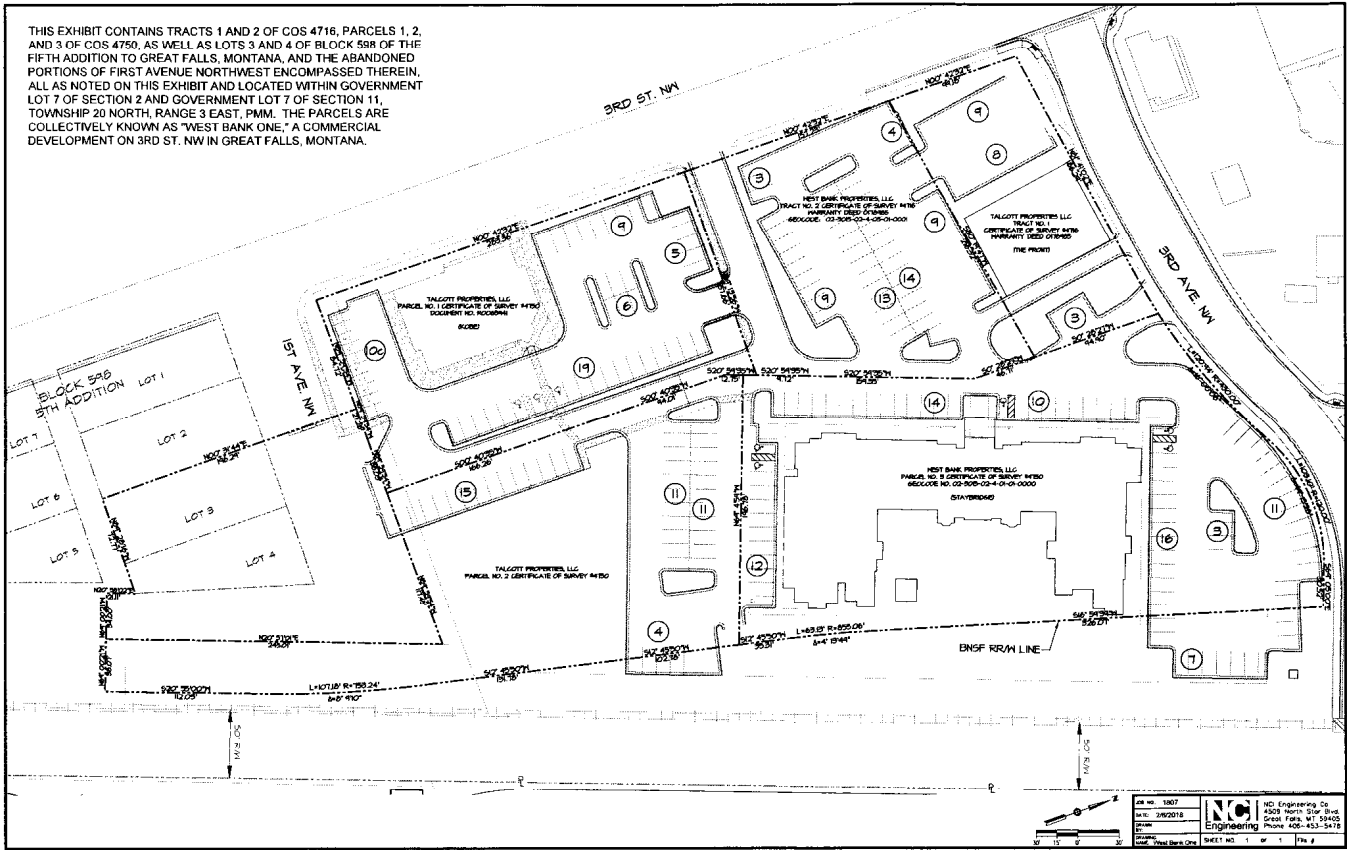


Exhibit 20-4 (continued). Development standards for other zoning districts

	M-1	M-2	C-1	C-2	C-3	C-4	C-5	PLI	GFIA	I-1	I-2
Residential density	500 sq. feet of lot area per dwelling unit	500 sq. feet of lot area per dwelling unit	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Minimum lot size for newly created lots	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet
Minimum lot width for newly created lots	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet
Lot proportion for newly created lots (maximum depth to width)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	3:1	3:1
Maximum building height of principal building	65 feet except as follows: 35 feet within 200 feet of an R-1, R-2, R-3 district; 45 feet	65 feet except as follows: 35 feet within 200 feet of an R-1, R-2, R-3 district; 45 feet	35 feet	65 feet	50 feet	100 feet by right; 101 feet to 160 feet as conditional use	55 feet	100 feet by right; 101 feet to 160 feet as conditional use, except as follows; in	65 feet	45 feet	none

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(Supp. No. 17)

	when within 200 feet to 350 feet of an R-1, R-2, R-3 district; and 65 feet when more than 350 feet from an R-1, R-2, R-3 district	when within 200 feet to 350 feet of an R-1, R-2, R-3 district; and 65 feet when more than 350 feet from an R-1, R-2, R-3 district						the proposed medical district master plan area, 160 feet by right			
Maximum building height of accessory building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	n/a	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	35 feet	none
Minimum front yard setback of principal and accessory buildings	none	Existing Industrial: 20 feet	15 feet	none	25 feet	none	15 feet	25 feet	25 feet	20 feet	10 feet
Minimum side yard setback of principal	Commercial: none Residential:	Commercial: none Residential: 5 feet each	10 feet each side	10 feet each side	15 feet each side	none	10 feet each side	10 feet each side	none	10 feet each side	10 feet each side, 15 feet

and accessory buildings	5 feet each side	side Existing Industrial: 15 feet each side									when side yard abuts a non-industrial zoning district
Minimum rear yard setback of principal and accessory buildings	10 feet	10 feet	15 feet	1/10 of lot depth but not less than 1/10 of building height	1/10 of lot depth but not less than 1/10 of building height	none	1/10 of lot depth but not less than 1/10 of building height	1/10 of lot depth but not less than 1/10 of building height	none	5 feet	5 feet
Maximum lot coverage of principal and accessory buildings	Corner lot: 70% Other lots: 65%	Corner lot: 70% Other lots: 65%	Corner lot: 50% Other lots: 40%	Corner lot: 70% Other lots: 60%	Corner lot: 70% Other lots: 60%	100%	Corner lot: 70% Other lots: 60%	Corner lot: 70% Other lots: 60%	none	Corner lot: 85% Other lots: 70%	Corner lot: 85% Other lots: 70%

(Ord. 3232 , 2021; Ord. No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012)



Commission Meeting Date: March 21, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Professional Services Agreement Award for Parks & Rec Admin Building Restroom Project, OF 1810.0

From: Sylvia Tarman, ARPA Project Manager

Initiated By: Parks & Rec, Finance Department

Presented By: Sylvia Tarman, ARPA Project Manager

Action Requested: Award Professional Services Agreement to LPW Architecture

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) a Professional Services Agreement by LPW Architecture for the Parks & Rec Admin Building Restroom, in the amount of \$9,000.00, utilizing American Rescue Plan Act funds, and (authorize/not authorize) the City Manager to execute the contract documents.”

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

Staff Recommendation: Staff recommends that the City Commission award the Professional Services Agreement to LPW Architecture.

Summary: The Parks & Rec Admin Building Restroom Project was identified as a Tier 1 ARPA project by the City Commission at the April 5, 2022 meeting. Staff members from Parks & Rec and Finance reviewed the current configuration of the restrooms in the Admin Building, and reached out to LPW for options to remodel the restrooms to meet ADA Requirements. LPW has provided basic design options and a proposal to complete the design and engineering to enable bidding for construction.

Background: There are currently two restrooms (with a 3rd in the shop area) at the Parks & Rec Admin building. The restrooms are pretty standard, but neither meet ADA compliance requirements for public buildings. Parks and Rec staff put this project forward for ARPA funding, which was approved by the commission in April 2022. City Staff met in December 2022 with LPW to review current conditions and discuss options for remodeling the restrooms. LPW put forth 2 preliminary options for the remodel, and City Staff decided that Scheme 1 was the most practical and cost effective method. LPW provided a comprehensive design estimate to complete architectural, electrical, mechanical, and plumbing designs to enable bidding by a construction contractor.

Project Work Scope: The scope of the project was generally defined in the background section above. A more detailed definition of the scope is included in LPW's proposal and "Exhibit A" as attached to the Professional Services Agreement. A copy of the proposal is on file at the City.

Conclusion: LPW's design option and proposal meet the needs of the project, therefore City Staff recommends awarding the design contract to LPW.

Fiscal Impact: This project will be funded utilizing ARPA funds. The total allocation of the Parks & Rec Admin Building Restroom Project, set by the Commission, is \$75,000. This design fee is being accounted for as part of the overall budget of the project, so it will not affect any of the other planned ARPA project budgets at this time. This project's budget was approved during the FY2023 Budget Approval process by the City Commission.

Alternatives: The City Commission could vote to not award the Professional Services Agreement at this time.

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

Attachments/Exhibits:

Professional Services Agreement

LPW Proposal

LPW Scheme Floorplan

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 **L'HEUREUX PAGE WERNER, PC (LPW ARCHITECTURE)**, 15 5th St. S, 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 at the hourly rate(s) set forth in the Scope of Services, for a total not to exceed amount of NINE THOUSAND DOLLARS (\$9,000) 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: 5. Employer's Liability.**

Legal reviewer initials: Approved Denied

8. Professional Service: Consultant agrees that all services and work performed hereunder will be accomplished in a professional manner consistent with the professional standard of practice under similar circumstance and in the same location.

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

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

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

12. Modification and Assignability: This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Consultant may not subcontract or assign Consultant’s rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

13. **Ownership and Publication of Materials:** All reports, information, data, and other materials prepared by the Consultant pursuant to this Agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at the City’s sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

14. **Liaison:** City’s designated liaison with Consultant is **Sylvia Tarman** and Consultant’s designated liaison with City is **Tim Peterson**.

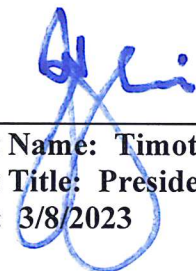
15. **Applicability:** This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

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
(LPW)

L'HEUREUX PAGE WERNER, PC
CONSULTANT

By: _____
Print Name:
Print Title:
Date:

By: 
Print Name: Timothy M. Peterson, AIA
Print Title: President/ Principal Architect
Date: 3/8/2023

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

APPROVED AS TO FORM:

By _____
David G. Dennis, City Attorney*

* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City

of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.



February 21, 2023

Sylvia Tarman
ARPA Project Manager
City of Great Falls

RE: Park and Recreation – Restroom Remodel

Dear Sylvia:

Per your request, attached is a fee proposal to provide contract documents for the restroom remodel at the City of Great Falls Park and Recreation Offices.

SCOPE OF SERVICES AND FEES/ASSUMPTIONS

Our design fees were based on the following anticipated scope of services:

GENERAL

- In the development of our fees for the base scope of work, we have assumed the project will be Scheme 1 from the concept drawings (Phase 1). LPW has \$1,640 in billing from Phase 1, which will be rolled into the overall fee for the project.
- Other Design Consultants on the project will include:
 - Falls Mechanical
 - Plumbing/Mechanical/Electrical design

DELIVERABLES

- Architect will provide design project management, and coordination with all design consultants.
- Architectural drawings will include:
 - Dimensioned floor plans
 - Interior elevations
 - Schedule of toilet accessories
 - Reflected ceiling plan
- MEP drawings will include:
 - Below slab plumbing plan
 - Power and lighting plan
- It is assumed that the City of Great Falls will pick 2-3 contractors to bid the project.

PROPOSED FEES

We propose to do Phase 2 with a fixed fee of **\$8,500**.

timothy@lpwarchitecture.com

P 406.771.0770 ext. 330

15 FIFTH STREET SOUTH

GREAT FALLS | MT 59401

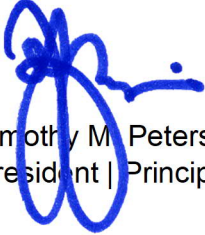
Construction administration should be minimal on this project. We propose to do any construction administration on the project at an hourly basis as requested by the Owner.

REINBURSABLES

LPW will bill client (at our cost x 1.1) to print required drawings and specs for bidding. This amount will not exceed \$500.

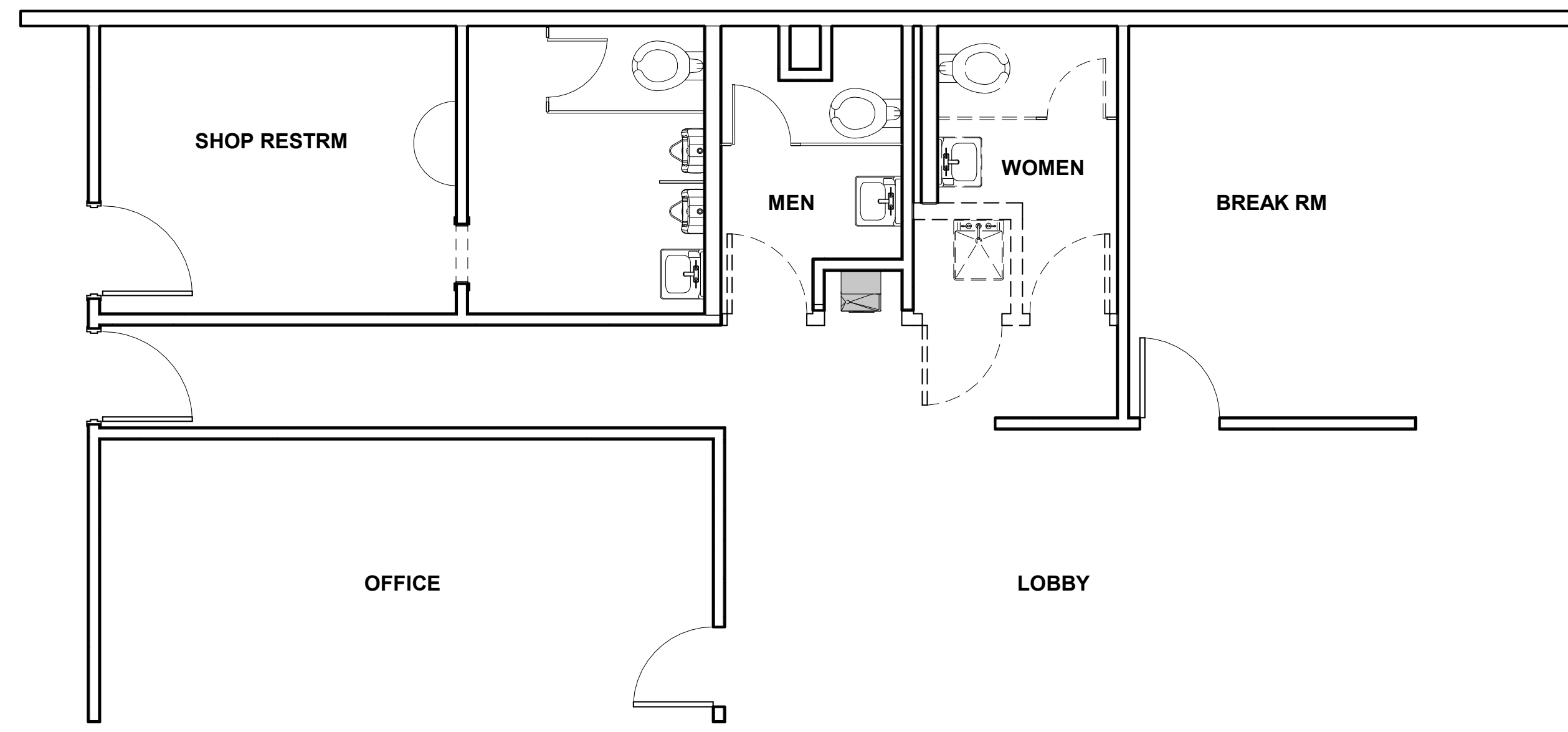
If you have any questions or comments, please feel free to contact me at your convenience.

Sincerely,

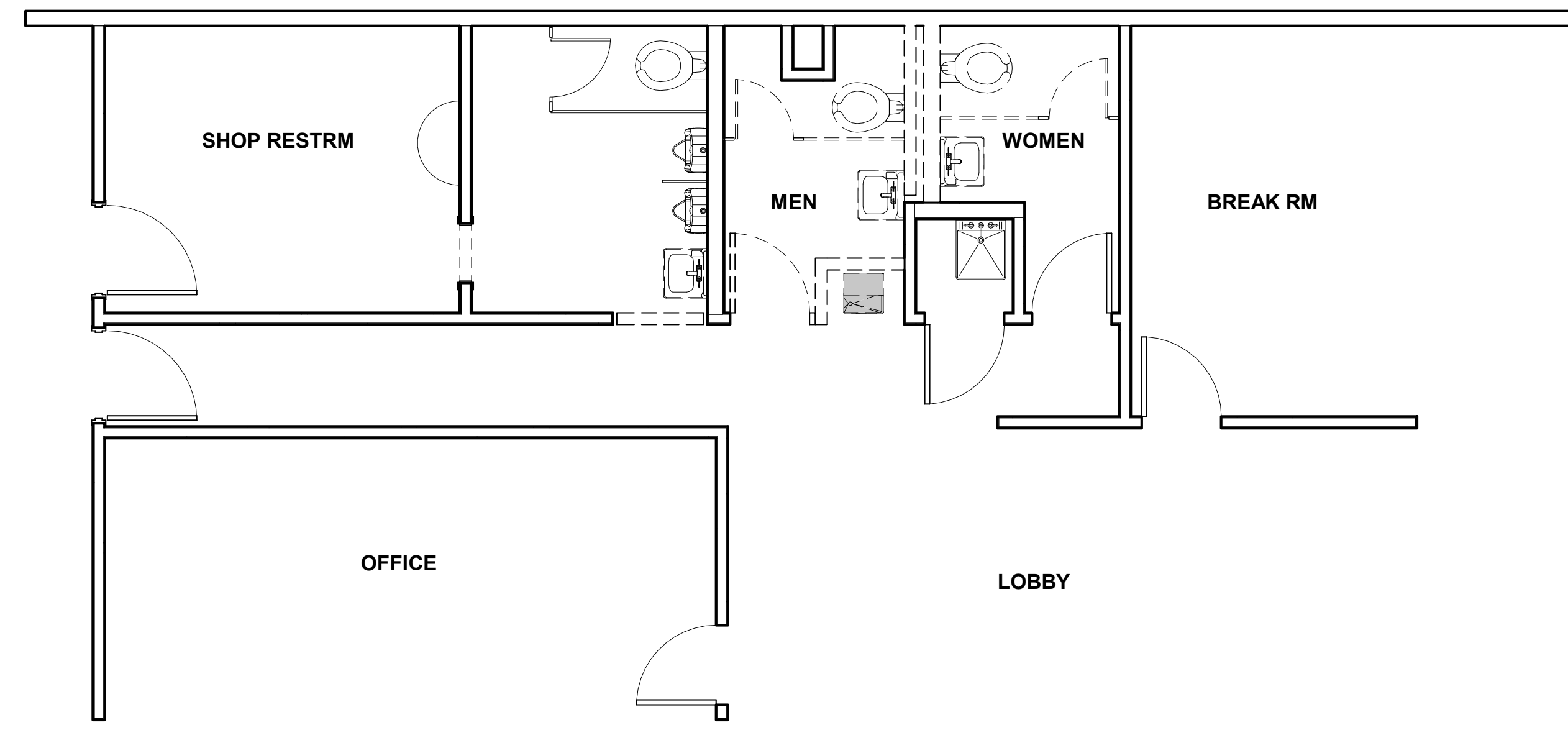


Timothy M. Peterson, AIA, LEED AP BD+C, GGP
President | Principal

PRELIMINARY
NOT FOR
CONSTRUCTION

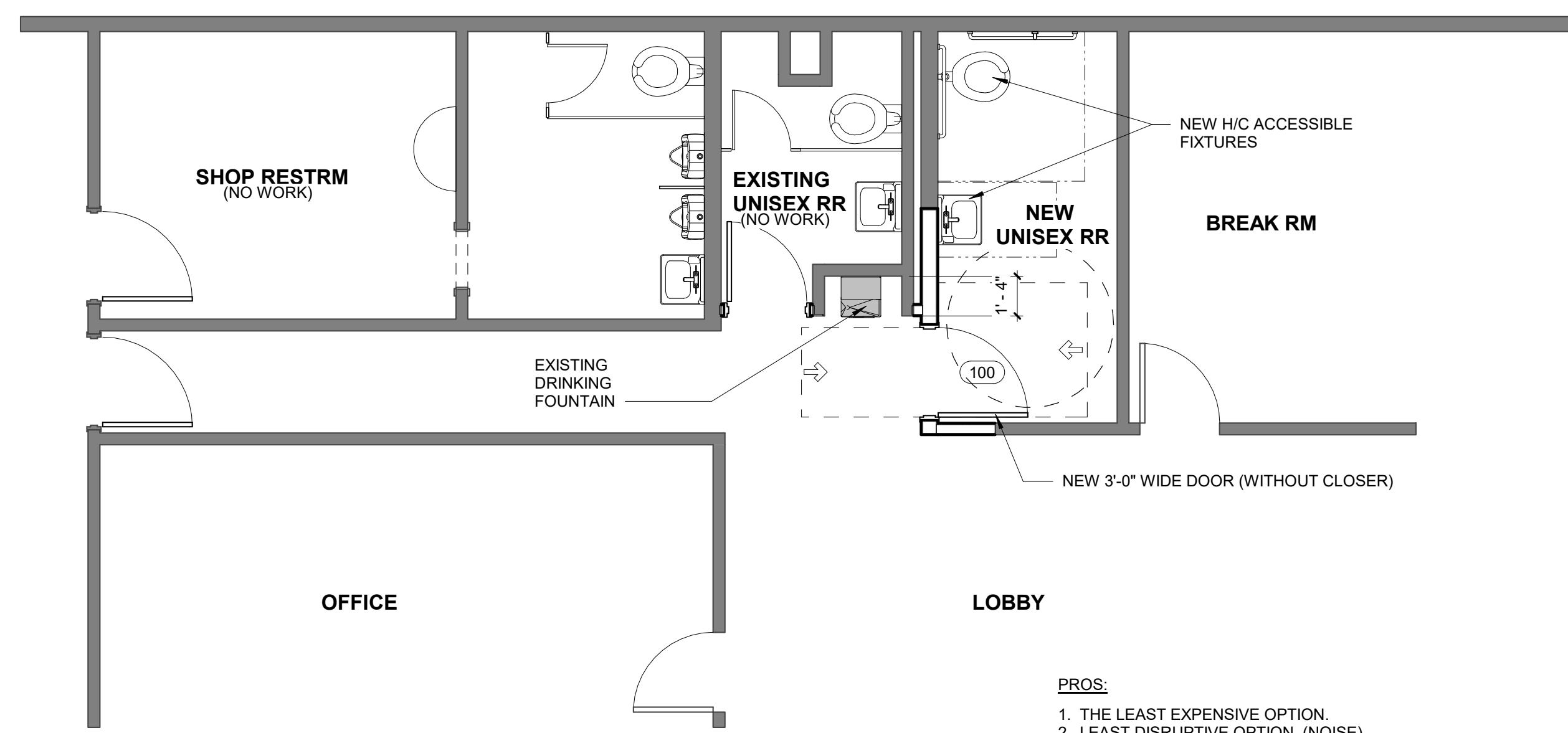
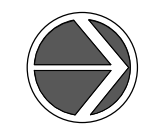


SCHEME 1



SCHEME 2

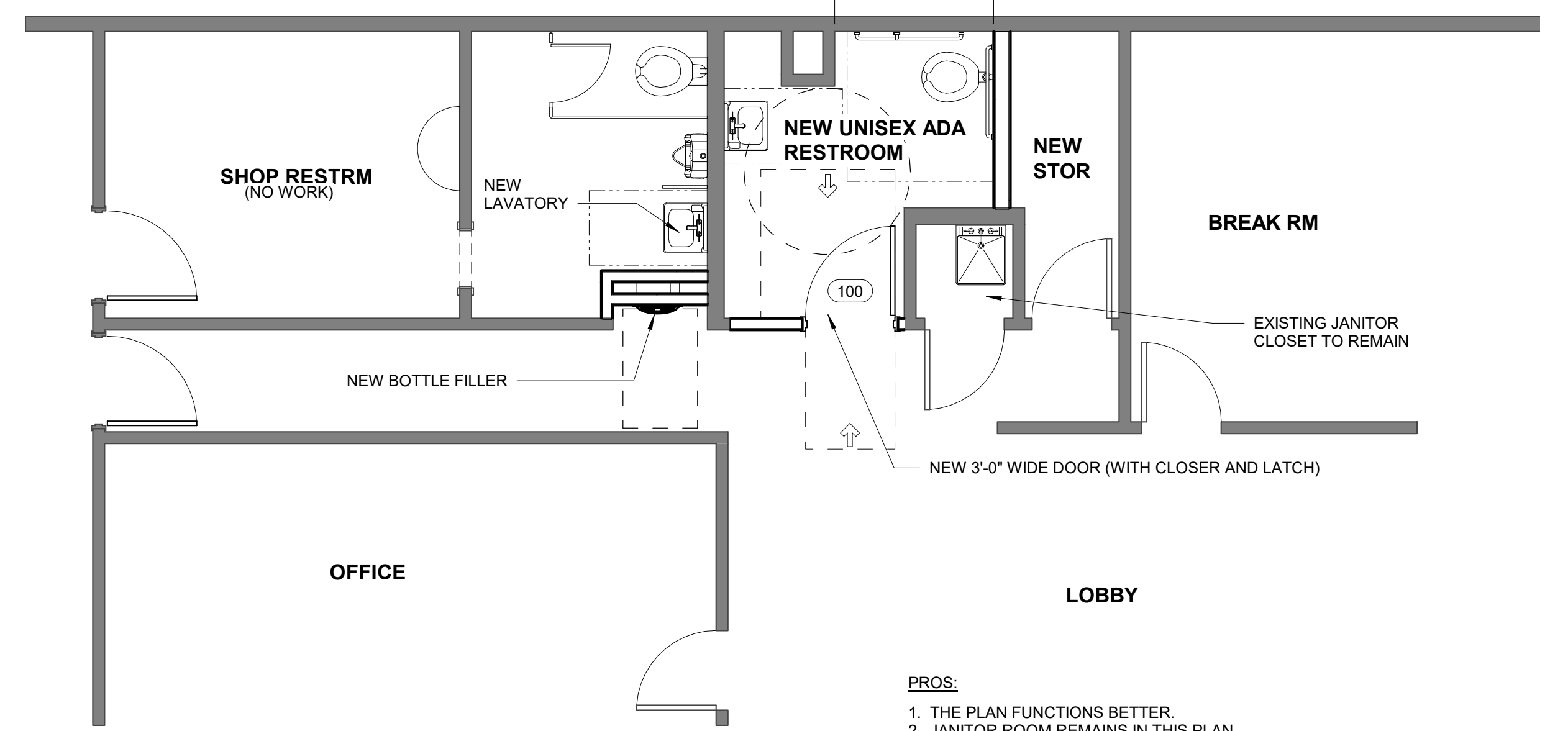
1 DEMOLITION PLANS
1/4" = 1'-0"



SCHEME 1

- PROS:**
1. THE LEAST EXPENSIVE OPTION.
 2. LEAST DISRUPTIVE OPTION. (NOISE)

- CONS:**
1. IT'S A REALLY TIGHT FIT TO MAKE THIS WORK.
 2. DOOR TO NEW RESTROOM WILL NOT BE ABLE TO HAVE A CLOSER. (TO MEET ADA REQUIREMENTS)
 3. THE JANITOR ROOM IS LOST IN THIS OPTION.

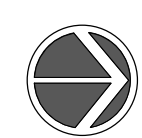


SCHEME 2

- PROS:**
1. THE PLAN FUNCTIONS BETTER.
 2. JANITOR ROOM REMAINS IN THIS PLAN.

- CONS:**
1. PROBABLY MORE EXPENSIVE.
 2. WILL BE MORE DISRUPTIVE DURING CONSTRUCTION.
 3. WILL NEED TO OK WITH CITY BUILDING DEPT. (DELETING A FEMALE FIXTURE - SUBSTITUTING WITH AN H/C UNISEX RESTROOM)

2 REMODEL PLANS
1/4" = 1'-0"



CITY OF GREAT FALLS PARK AND RECREATION
OFFICE RESTROOM REMODEL

FLOOR PLANS

Revision Schedule		
No.	Revision	Date

Submittal Schedule		
No.	Submittal	Date
1	PERMIT SUBMITTAL	01-22-18

THIS DRAWING IS THE PROPERTY OF THE ARCHITECT. IT HAS BEEN PREPARED SPECIFICALLY FOR THIS SITE AND IS NOT TO BE USED FOR ANY OTHER PURPOSE, LOCATION, OR OWNER WITHOUT WRITTEN CONSENT OF THE ARCHITECT.
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DRAWN BY:	TMP
CHECKED BY:	TMP
DATE:	11.28.2022
PROJECT NUMBER:	22-049
SHEET NUMBER:	A1.1



Commission Meeting Date: March 21, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Acceptance of the Federal Emergency Management Agency (FEMA) Fiscal Year 2021 Assistance to Firefighters Grant (AFG) in the amount of \$900,454.54, and authorize execution of a purchase order in an amount not to exceed \$1,600,000.00 towards the purchase of a new 107' Aerial Apparatus.

From: Jeremy Jones, Fire Chief

Initiated By: Jeremy Jones, Fire Chief

Presented By: Jeremy Jones, Fire Chief

Action Requested: Accept the grant award from FEMA/AFG and authorize a purchase order to acquire a new Aerial Apparatus

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the acceptance of the Federal Emergency Management Agency (FEMA) Fiscal Year 2021 Assistance to Firefighters Grant (AFG) in the amount of \$900,454.54, and authorize execution of a purchase order in an amount not to exceed \$1,600,000.00 towards the purchase of a new 107' Quint Aerial Apparatus through the governmental purchasing service cooperative, Sourcewell.”

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 acceptance of the FEMA 2021 Assistance to Firefighters Grant in the amount of \$900,454.54, and authorize the execution of a purchase order in an amount not to exceed \$1,600,00.00 to secure the acquisition of a new Aerial apparatus to replace the current 1996 HME 75' Aerial that has exceeded its service life.

Summary: Great Falls Fire Rescue, with approval from the City Commission at its February 16, 2021 meeting, applied for the FEMA Fiscal Year 2021 Assistance to Firefighters Grant to secure funding for a new 107' Quint Aerial Apparatus. The purpose for applying to FEMA for the AFG grant was to secure funding to assist with replacing the 1996 HME 75' Quint apparatus that had surpassed its service life. NFPA 1911, Annex D, Guidelines for First-Line and Reserve Fire Apparatus, states that “Apparatus that was not manufactured to the applicable NFPA fire apparatus standards or that is over 25 years old should be replaced.”

At the time of the grant application, the agenda report submitted to the City Commission for approval indicated the cost of a new 107' Aerial Apparatus and equipment would be \$1,300,000.00. If successful, the cost to the City would be a 10% match or \$130,000.00. Since then, the costs of said Aerial Apparatus has increased and is currently selling in the \$1,600,000.00 range.

Another change that was unknown to GFFR during the application process was the amount that FEMA/AFG would fund a municipality of our size. During the grant training opportunities and the application process, the FEMA field representative never informed staff that if successful in the grant award process, the total amount that FEMA would award could not exceed \$990,500.00. This is due to Great Falls being a municipality under 100,000 residents. Because of these two changes over the past year, the City's contribution amounts will exceed what was provided in the February 2021 agenda report.

The Fire department will need to identify some funds within their current budget to cover a portion of the purchase, but a majority of balance will need to come from Central Garage reserves. The City will use the cooperative purchasing agreement process through Sourcewell to purchase the apparatus. Our Sourcewell representative along with Central Garage staff is working to locate an apparatus to purchase. With this report, staff is asking to have the approval by the Commission in place so once the apparatus is located, finance is able to generate a purchase order to secure the purchase.

Background: The City of Great Falls currently has two aerial apparatus in its fleet of emergency response vehicles. The first is a 2009 Pierce 100' Platform aerial apparatus that is a tandem axle apparatus meant to be staffed as part of the first due response to structure fires within the City of Great Falls. Because of limited staffing resources in the Fire Department, this apparatus is cross staffed with an Engine Company and is housed at Fire Station 2. Due to the size and maneuverability of this apparatus, it is not desirable to have this apparatus be an "all Hazards" first due response unit in an outside district.

The second aerial apparatus is a 1996 HME 75' Quint. This unit has had a long history of mechanical and structural deficiencies and has routinely been unavailable for service. Due to the unreliability of this apparatus, it has been placed in service only when the other apparatus is undergoing maintenance. This apparatus has been sent back to the factory for frame repairs and consistently has structural failures to its suspension system. Not having this apparatus available limits our response capabilities for fire alarm calls in the City.

Significant Impacts. Per NFPA 1911 Annex D, the City of Great Falls 75' HME Quint has surpassed its expectant service life for the community. Currently there is no funding mechanism to replace this apparatus through capital projects program or equipment revolving schedule.

Fiscal Impact: The cost of a new 107' Aerial apparatus is up to \$1,600,000. The AFG award is \$900,454.54. The City's 10% match is \$90,045.46. The City will be responsible for the 10% match to the AFG grant plus the remaining funding needed to secure the Aerial apparatus in an amount not to exceed \$1,600,000.00. The remaining funding to purchase the new apparatus will come from Central Garage reserves and from the Fire Department's current budget.

Alternatives: Reject the grant award and find other funding mechanisms to replace apparatus that are past their service life.

Concurrences: Public Works Central Garage, Fiscal Services

Attachments/Exhibits:

Award Letter and Grant application documents

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 02/21/2023



Katie Brewer
CITY OF GREAT FALLS
PO BOX 5021
GREAT FALLS, MT 59403

EMW-2021-FG-05801

Dear Katie Brewer,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$900,454.54 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$90,045.46 for a total approved budget of \$990,500.00. Please see the FY 2021 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2021 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "Pamela Williams", is located below the "Sincerely," text.

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2021 Assistance to Firefighters Grant
Recipient: CITY OF GREAT FALLS
UEI-EFT: MD9MA1227F25
DUNS number: 060267093
Award number: EMW-2021-FG-05801

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2021 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$990,500.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
<hr/>	
Federal	\$900,454.54
Non-federal	\$90,045.46
<hr/>	
Total	\$990,500.00
<hr/>	
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2021 AFG NOFO.

Approved request details:

Vehicle acquisition

Aerial Apparatus

DESCRIPTION

This grant is written for a Pierce Ascendant 107' steel ladder, single rear axle, Quint. Factory description is as follows "The Ascendant® 107' heavy-duty steel ladder has truly redefined the single rear axle aerial market, providing firefighters with an unprecedented 107' of vertical height and 100' of horizontal reach without compromising on water capacity, performance, or safety. The heavy-duty 100,000 psi high strength steel ladder was purpose built using proven engineering. The Ascendant is rated at a 750 lb dry and a 500 lb wet tip load capacity with an additional 100 lb equipment allowance. It can flow up to 1,500 gpm and is capable of a store front blitz feature as standard."

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$990,500.00	\$990,500.00	Equipment

CHANGE FROM APPLICATION

Unit price from \$1,350,000.00 to \$990,500.00

JUSTIFICATION

The award reflects a reduction based the maximum funding that a recipient with a population less than 100,000 may receive under the AFG.

Agreement Articles

Program: Fiscal Year 2021 Assistance to Firefighters Grant

Recipient: CITY OF GREAT FALLS

UEI-EFT: MD9MA1227F25

DUNS number: 060267093

Award number: EMW-2021-FG-05801

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**Article 1 Assurances, Administrative Requirements, Cost Principles,
Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2 General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3 Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4 Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

- Article 5 Age Discrimination Act of 1975**
 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- Article 6 Americans with Disabilities Act of 1990**
 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- Article 7 Best Practices for Collection and Use of Personally Identifiable Information**
 Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
- Article 8 Civil Rights Act of 1964 – Title VI**
 Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
- Article 9 Civil Rights Act of 1968**
 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

- Article 10 Copyright**
 Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
- Article 11 Debarment and Suspension**
 Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
- Article 12 Drug-Free Workplace Regulations**
 Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
- Article 13 Duplication of Benefits**
 Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.
- Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**
 Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

- Article 15 E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety**
 Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
- Article 16 Energy Policy and Conservation Act**
 Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- Article 17 False Claims Act and Program Fraud Civil Remedies**
 Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
- Article 18 Federal Debt Status**
 All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- Article 19 Federal Leadership on Reducing Text Messaging while Driving**
 Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
- Article 20 Fly America Act of 1974**
 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

- Article 21 **Hotel and Motel Fire Safety Act of 1990****
 Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a
- Article 22 **John S. McCain National Defense Authorization Act of Fiscal Year 2019****
 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons
- Article 23 **Limited English Proficiency (Civil Rights Act of 1964, Title VI)****
 Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
- Article 24 **Lobbying Prohibitions****
 Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- Article 25 **National Environmental Policy Act****
 Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans

- Article 26 Nondiscrimination in Matters Pertaining to Faith-Based Organizations**
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- Article 27 Non-Supplanting Requirement**
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
- Article 28 Notice of Funding Opportunity Requirements**
All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
- Article 29 Patents and Intellectual Property Rights**
Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
- Article 30 Procurement of Recovered Materials**
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- Article 31 Rehabilitation Act of 1973**
Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32 Reporting of Matters Related to Recipient Integrity and Performance
 General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 33 Reporting Subawards and Executive Compensation
 Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
 Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. **Waivers** When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the

application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article 35 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 36 Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article 37 Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article 38 Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

- Article 39 USA PATRIOT Act of 2001**
Recipients must comply with requirements of Section 817 of the United States Code and the Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.
- Article 40 Use of DHS Seal, Logo and Flags**
Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- Article 41 Whistleblower Protection Act**
Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
- Article 42 Environmental Planning and Historic Preservation (EHP) Review**
DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

- Article 43 **Applicability of DHS Standard Terms and Conditions to Tribes****
The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.
- Article 44 **Acceptance of Post Award Changes****
In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.
- Article 45 **Disposition of Equipment Acquired Under the Federal Award****
For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

- Article 46** **Prior Approval for Modification of Approved Budget**
Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
- Article 47** **Indirect Cost Rate**
2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.
- Article 48** **Award Performance Goals**
FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2021-FG-05801	2. Amendment No. N/A	3. Recipient No. 816001269	4. Type of Action AWARD	5. Control No. WX00794N2023T		
6. Recipient Name and Address CITY OF GREAT FALLS 2 PARK DR S ROOM 104 GREAT FALLS, MT 59401		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Katie Brewer		9a. Phone No. 4062177979	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 02/21/2023	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 02/28/2023 to 02/27/2025 Budget Period 02/28/2023 to 02/27/2025		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2023-FD-GB01 - P410-xxxx-4101-D	\$0.00	\$900,454.54	\$900,454.54	\$90,045.46
Totals			\$0.00	\$900,454.54	\$900,454.54	\$90,045.46
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	02/21/2023