



**City Commission Meeting Agenda  
2 Park Drive South, Great Falls, MT  
Commission Chambers, Civic Center  
May 07, 2024  
7:00 PM**

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

Public participation is welcome in the following ways:

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

**Meeting Decorum Statement**

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

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL / STAFF INTRODUCTIONS**

**AGENDA APPROVAL**

**CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS**

## **PROCLAMATIONS**

1. Building Safety Month [May], Early Childhood Appreciation Day [May 10], Jewish American Heritage Month [May], National Preservation Month [May] and Peace Officers' Memorial Day [May 15] and Police Week [May 12-18]

## **MILITARY UPDATES**

2. Miscellaneous Reports and announcements from Malmstrom Air Force Base.

## **PETITIONS AND COMMUNICATIONS**

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

3. Miscellaneous reports and announcements.

## **NEIGHBORHOOD COUNCILS**

4. Miscellaneous reports and announcements from Neighborhood Councils.

## **BOARDS AND COMMISSIONS**

5. Miscellaneous reports and announcements from Boards and Commissions.
6. Appointment/Reappointment to the Mansfield Center for the Performing Arts Advisory Board.
7. Appointment to the Ethics Committee.

## **CITY MANAGER**

8. 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.*

9. Minutes, April 16, 2024, Special City Commission Meeting.
10. Minutes, April 16, 2024, City Commission Meeting.
11. Total Expenditures of \$1,744,742 for the period of April 4, 2024 through April 17, 2024, to include claims over \$25,000, in the amount of \$1,224,167.
12. Contracts List.
13. Award a contract in the amount of \$146,700 to United Materials of Great Falls, Inc., for the 7th Avenue Northwest Paving project, and authorize the City Manager to execute the construction contract documents.
14. Reject a contract to Geranios Enterprises for the Southwest Side Water Main Replacement, Phase 4 project due to lack of competitive bids and budget shortfall.

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

## **PUBLIC HEARINGS**

15. Resolution 10537, Establishing Residential and Commercial Water, Sewer and Storm Drain Utility Service Rates Effective June 1, 2024. *Action: Conduct a public hearing and adopt or deny Resolution 10537. (Presented by Christoff Gaub)*
16. Resolution 10538, Establishing Residential and Commercial Sanitation Service Collection Rates Effective June 1, 2024. *Action: Conduct a public hearing and adopt or deny Res. 10538. (Presented by Christoff Gaub)*
17. Resolution 10541 and Resolution 10542, Request from the Downtown Development Partnership (DDP) to use Downtown Urban Renewal District Tax Increment Financing (TIF) funds to assist with the cost of DDP operations for FY2024 and FY2025. *Action: Conduct a joint public hearing and adopt or deny Res. 10541 and adopt or deny Res. 10542. (Presented by Brock Cherry)*

## **OLD BUSINESS**

18. Electric City Water Park Splash Pad Installation Project. *Actions:*

  - I. *Rescind or not rescind an award of a contract in the amount of \$210,931.50 to Play Space Designs; utilizing Community Development Block Grant funds, approved at the February 6, 2024 Commission meeting. If rescinded:*
  - II. *Approve or deny the award of an equipment supply contract with Play Space Designs, in the amount of \$93,909.50; and approve or deny the award of a contract with United Materials, Inc., in the amount of \$28,650.00, utilizing Community Development Block Grant funds, and authorize or not authorize the City Manager to execute the contract documents. (Presented by Sylvia Tarman)*

## **NEW BUSINESS**

19. Fire Station Infrastructure Renovations Change Order #1. *Action: Award or not award Change Order #1, to James Talcott Construction, Inc. for the Fire Station Infrastructure Renovations Project, in the amount of \$32,717.68 utilizing American Rescue Plan Act funds, and authorize or not authorize the City Manager to execute the contract documents. (Presented by Sylvia Tarman)*
20. North Parking Garage - Proposal for Free 2-Hour Summer Parking Trial. *Action: Approve or deny the proposal to initiate 2-hour free parking at the North Parking Garage from June 1, 2024 through August 31, 2024. (Presented by Brock Cherry)*

## **ORDINANCES / RESOLUTIONS**

21. Ordinance 3266, Zoning Map Amendment to change the zoning for the property addressed as 1525 3rd St NW from M-2 Mixed-use Transitional to C-2 General Commercial. *Action: Accept or not accept Ord. 3266 on first reading and set or not set a public hearing for June 4, 2024. (Presented by Brock Cherry)*

## **CITY COMMISSION**

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

## **ADJOURNMENT**

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

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

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

# PROCLAMATION



**WHEREAS,** our City is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

**WHEREAS,** our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

**WHEREAS,** these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play, and;

**WHEREAS,** these modern building codes include safeguards to protect the public from hazards such as, snowstorms, wildland fires, floods, and earthquakes, and;

**WHEREAS,** Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities’ largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

**WHEREAS,** “Mission Possible,” the theme for Building Safety Month 2024, encourages us all to raise awareness about building safety on a personal, local and global scale.

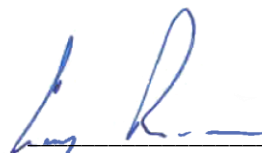
**NOW, THEREFORE, I, CORY REEVES, MAYOR OF THE CITY OF GREAT FALLS,** do hereby proclaim May, 2024 as

## BUILDING SAFETY MONTH

in the City of Great Falls, and urge all people all over to world to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.



**IN WITNESS WHEREOF,** I have hereto set my hand and caused the Seal of the City to be affixed this 7<sup>th</sup> day of May, 2024.

  
 Cory Reeves, Mayor

# PROCLAMATION

WHEREAS, Family Connections, United Way and Child Care Aware of America, along with other local and national organizations are recognizing Early Childhood Care and Education Providers on this day; and

WHEREAS, over half the children under age six nationwide are estimated to spend some time in a non-parental care arrangement on a weekly basis, which provides critical enrichment opportunities and nurtures development for children of all backgrounds and is a vital building block of our local economy; and

WHEREAS, high-quality early childhood profession is a complex, valuable, essential, and demanding work; and

WHEREAS, early childhood care and education professionals should be recognized, valued, respected, and compensated for the important role they play to families, communities and the local economy; and

WHEREAS, our future depends on the quality of the early childhood experiences provided to young children today; support for high-quality child care represents a worth commitment to our children's future.

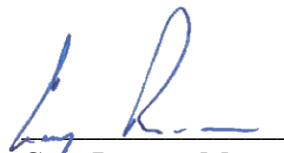
**NOW, THEREFORE, I, CORY REEVES, MAYOR OF THE CITY OF GREAT FALLS,** do hereby proclaim May 10, 2024, as

## EARLY CHILDHOOD APPRECIATION DAY

In the City of Great Falls, and urge all citizens to commit as a community to make investments that stabilize, sustain, and support children, families, and our economy.

**IN WITNESS WHEREOF**, I have hereto set my hand and caused the Seal of the City to be affixed this 7<sup>th</sup> day of May, 2024.



  
Cory Reeves, Mayor

# PROCLAMATION

**WHEREAS**, on April 20, 2006, after resolutions passed unanimously in both houses of Congress, President George W. Bush proclaimed that May would be Jewish American Heritage Month to recognize the more than 350-year history of Jewish contributions to America and American culture; and

**WHEREAS**, the proclamation reads that “The Jewish American experience is a story of faith, fortitude, and progress. It is a quintessential American experience — one that is connected to key tenets of American identity, including our Nation’s commitment to freedom of religion and conscience. This month, we honor Jewish Americans — past and present — who have inextricably woven their experience and their accomplishments into the fabric of our national identity”; and

**WHEREAS**, throughout our history, American Jews have made major contributions to society and culture in science, medicine, literature, the arts, sports, business, technology, civil rights, government, and military service; and

**WHEREAS**, as we celebrate the rich heritage of the Jewish American community in the City of Great Falls and the nation, we recognize that American Jews have joined with all faiths to work for Tikkun Olam, repair of the world, remembering the lessons of the Holocaust, and play leading roles in movements for civil rights and social justice; and

**WHEREAS**, the institutions of higher education in Great Falls have led the way to medical and professional breakthroughs; and

**WHEREAS**, this Jewish American Heritage Month, let us join hands across faiths, races, and backgrounds to make clear that evil, hate, and antisemitism will not prevail. Let us honor the timeless values, contributions, and culture of Jewish Americans, who carry our Nation forward each and every day.


**NOW, THEREFORE, I, CORY REEVES, MAYOR OF THE CITY OF GREAT FALLS**, do hereby proclaim May 2024 as

## **Jewish American Heritage Month**

in the City of Great Falls, and encourage all citizens to celebrate the history and contributions of Jewish Americans to our culture and society.



**IN WITNESS WHEREOF**, I have hereto set my hand and caused the Seal of the City to be affixed this 7<sup>th</sup> day of May, 2024.

  
Cory Reeves, Mayor

# PROCLAMATION

**WHEREAS**, historic preservation is an effective tool for managing growth, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

**WHEREAS**, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

**WHEREAS**, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

**WHEREAS**, “People Saving Places” is the theme for National Preservation Month 2024, cosponsored by the Great Falls-Cascade County Historic Preservation Advisory Commission and the National Trust for Historic Preservation.

**NOW, THEREFORE, I, CORY REEVES, MAYOR OF THE CITY OF GREAT FALLS**, do hereby proclaim May 2024 as

## NATIONAL PRESERVATION MONTH

and call upon the people of Great Falls to join their fellow citizens across the United States in recognizing and participating in this special observance.



**IN WITNESS WHEREOF**, I have hereto set my hand and caused the Seal of the City to be affixed this 7<sup>th</sup> day of May, 2024.

Cory Reeves, Mayor



# PROCLAMATION

**WHEREAS,** Congress and the President of the United States designated May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week; and

**WHEREAS,** the members of the Great Falls Police Department play an essential role in safeguarding the rights and freedoms of our community; and

**WHEREAS,** it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

**WHEREAS,** the men and women of the Great Falls Police Department unceasingly provide a vital public service.

**NOW, THEREFORE, I, CORY REEVES, MAYOR OF THE CITY OF GREAT FALLS,** call upon all citizens of Great Falls and upon all patriotic, civic and educational organizations to observe the week of **May 12-18, 2024,** as **POLICE WEEK** with appropriate ceremonies and observances in which all of our citizens may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities, and in so doing have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

**I FURTHER** call upon all citizens of Great Falls to observe **Wednesday, May 15th,** as **PEACE OFFICERS' MEMORIAL DAY** in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.



**IN WITNESS WHEREOF,** I have hereto set my hand and caused the Seal of the City to be affixed this 7<sup>th</sup> day of May, 2024.

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



Commission Meeting Date: May 7, 2024

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

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

**From:** City Manager’s Office

**Initiated By:** City Commission

**Presented By:** City Commission

**Action Requested:** Reappoint one member to the Mansfield Center for the Performing Arts Advisory Board for a three-year term through December 31, 2026 and appoint one member for a partial three-year term through December 31, 2026.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (reappoint/not reappoint) Emily Lund for a three-year term through December 31, 2026 and appoint \_\_\_\_\_ for a partial three-year term through December 31, 2026.”

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

**Summary:** Since January 2021, the City has been advertising on the City’s Website for various vacancies on the Mansfield Advisory Board. Currently there is one vacancy and one Board member with a term end date of December 2023. Emily Lund (Langston) was appointed on April 18, 2023 to fill a partial term and is interested in continuing to serve on the Board. Her application is included as an attachment to this report for consideration. The City received applications from Shannon Hudson and Gina Marie Winters.

**Board Recommendation:** During their meeting on April 19, 2024 the Mansfield Board reviewed the applications and recommended appointing Ms. Hudson. They also recommended reappointing Ms. Lang for her first full three-year term.

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

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

Members of the Board are:

Grant Harville	12/19/2017 – 12/31/2025
Carl Donovan	6/7/2022 – 12/31/2024
Amanda Brumwell	11/7/2023 – 12/31/2025
Benjamin Nelson	12/6/2022 – 12/31/2025
Randall Knowles	4/18/2023 – 12/31/2024
Emily Lund (Langston)	4/18/2023 – 12/31/2023 Interested in reappointment
Vacant	– 12/31/2026

Interested Citizens:

- Shannon Hudson
- Gina Marie Winters

**Alternatives:** The Commission could choose to not appoint an applicant or reappoint member and direct staff to continue advertising.

**Attachments:**

- Original application from Ms. Lang (Langston)
- Applications from Shannon Hudson and Gina Marie Winters



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

Agenda #6.

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

Board/Commission Applying For: Mansfield Center for the Performing Arts Advisory Board		Date of Application: 4/15/21
Name: Emily Langston <b>Lund, recently married</b>		
Home Address: 117 9th St NW #10 Great Falls, MT 59404		Email address: emm.langston@gmail.com
Home Phone: N/A	Work Phone: 406-761-2800	Cell Phone: 406-750-6228
Occupation: Traffic Manager	Employer: STARadio	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: involved in theater income form for the last 14 years involved in concert, pep and/or worship band for the better part of 10 years		
Educational Background: high school diploma Belt Valley High School 2017		
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>		
Previous and current service activities: volunteer for the Belt Performing Arts Center serve as a percussionist for the First Alliance Church worship team		
Previous and current public experience (elective or appointive): Senior Class of 2017 president BVHS 2015-2016 & 2016-2017 student body representative BVHS		
Membership in other community organizations: N/A		

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

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

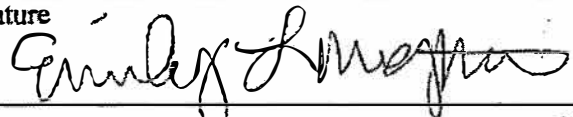
Have you ever served on a City or County board? Yes  No  If yes, what board and when did you serve?

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

Please describe your interest in serving on this board/commission?  
I would love to give back to my community through serving on this board helping to make decisions to bring the arts to Great Falls and the surrounding area.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?  
I have been involved in theater and band for most of my life and have also enjoyed being a part of student government in high school.

Additional comments:  
N/A

Signature  


Date:  
4/15/21

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

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

Fax:  
(406) 727-0005

Email:  
kartis@greatfallsmt.net



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

Agenda #6.

RECEIVED  
MAR 15 2024  
CITY MANAGER

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

Board/Commission Applying For: MANSFIELD THEATER ADVISORY BOARD		Date of Application: MAR 15, 2024	
Name: Shannon Hudson			
Home Address: 2020 3 <sup>rd</sup> Ave S GF MT 59405		Email address: office@misslindasdance.com	
Home Phone: —	Work Phone: (406) 761-8876	Cell Phone: (406) 781-4459	
Occupation: Business Manager / Instructor		Employer: Miss Lindas School of Dance	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)			
Related experiences or background: Corporate consultant (at local, regional and international levels) Professional performer, director, producer, teacher in theater, film and television			
Educational Background: BFA University of Michigan, Opener Institute Continuing studies at Bates College, London City College, + others			
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>			
Previous and current service activities: - Community outreach through Miss Linda's School of Dance to retirement + nursing homes - Talitha Arts - creative arts therapy facilitator + team leader for trauma victims - International Justice Mission - IJM anti-slavery - UK + India			
Previous and current public experience (elective or appointive): Student body representative at University of Utah in college Served on church council at American Church in London Advisory board for faculty - Trinity Laban Conservatoire			
Membership in other community organizations: former union member of AEA, SAG-AFTRA, AGVA			

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

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

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

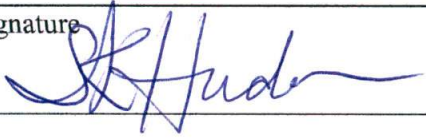
Are you currently serving on a Board? Yes  No  If yes, which board?

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

Please describe your interest in serving on this board/commission? I grew up attending shows at the Mansfield. The shows there - music, dance, theater - were pivotal in my dreams and aspirations to make a living in the arts. I want to help bring the Civic Center back into the community as the home of the arts.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission? I have worked in all aspects of theater & arts management at the professional level. I have a background in corporate consulting, fundraising, community outreach and project management.

Additional comments:  
My family has played a role in the arts in Montana since the 1800's. I am passionate about keeping it a vital and economically ~~growing~~ viable cultural necessity.

Signature: 

Date: 3-15-24

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

**Return this form to:**

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

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

Email:  
kartis@greatfallsmt.net



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

Agenda #6.

**RECEIVED**  
FEB 29 2024  
CITY MANAGER

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

Board/Commission Applying For: <b>MANSFIELD CENTER</b>		Date of Application: <b>2/29/24</b>
Name: <b>GINA MARIE WINTERS</b>		
Home Address: <b>2609 6<sup>TH</sup> ST NW GF MT</b>		Email address: <b>gmwinters88@gmail.com</b>
Home Phone:	Work Phone:	Cell Phone: <b>406 868-2943</b>
Occupation: <b>RETIRED</b>		Employer:
Would your work schedule conflict with meeting dates?    Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, please explain)		
Related experiences or background:		
Educational Background: <b>MONTANA STATE UNIVERSITY COLLEGE OF GREAT FALLS COLUMBUS HOSPITAL SCHOOL OF RADIOLOGIC TECHNOLOGY</b>		
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>		
Previous and current service activities: <b>MEMBER, MONTANA VETERANS MEMORIAL 22 YEARS</b>		
Previous and current public experience (elective or appointive): <b>PRESIDENT, VICE PRESIDENT, MONTANA VETERANS MEMORIAL</b>		
Membership in other community organizations: <b>CANTABELLE HANDBELL CHOIR</b>		



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

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

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

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

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

Please describe your interest in serving on this board/commission?  
I'D LIKE TO HELP WITH THE CONTINUING CULTURAL GROWTH OF OUR COMMUNITY

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?  
MUSIC HAS ALWAYS BEEN A BIG PART OF MY LIFE. I STARTED PIANO IN KINDERGARTEN, I PLAY SEVERAL INSTRUMENTS + CURRENTLY PLAY IN THE CANTABELLE HANDBELL CHOIR. I TAUGHT PIANO & FLUTE FOR 20 YEARS. I'VE ATTENDED BROADWAY PLAYS MANY TIMES - WOULD LIKE TO SEE THEM

Additional comments: CONTINUE COMING TO GREAT FALLS.

Signature: *Janamaria Hinters* Date: 2/29/24

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

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Great Falls, MT 59403  
Hand Deliver: City Manager's Office  
Civic Center, Room 201  
2 Park Drive South  
Email: kartis@greatfallsmt.net



Meeting Date: May 7, 2024  
**CITY OF GREAT FALLS**  
**AGENDA REPORT**

**Item:** Appointment to the Ethics Committee.

**From:** City Manager’s Office

**Initiated By:** City Commission

**Presented By:** City Commission

**Action Requested:** Appoint a member to the Ethics Committee for a three-year term through December 31, 2026

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission appoint \_\_\_\_\_ to the Ethics Committee for a three-year term through December 31, 2026.”

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

**Summary:** Seana Westcarr-Gray was appointed to the Ethics Committee June 7, 2021 for three-year term through December 31, 2023. Ms. Gray decided to step down from the Committee at the end of her term.

City staff advertised for the vacancy and received two applications. With no agenda items for the Ethics Committee requiring a meeting, staff is forwarding the applications for consideration without a Committee recommendation.

**Background:**

The Ethics Committee was established through Ordinance 3169 and adopted by the City Commission on October 17, 2017. The purpose of the Ethics Committee is to ensure that all City officers and employees are performing their duties in compliance with the provisions of Montana Code Annotated, Title 2, Chapter 2 and the provisions of the Official Code of the City of Great Falls (OCCGF) Title 2, Chapter 21.

The Committee consists of three (3) members and one (1) alternate member, who shall be appointed and ready to serve in the event that a Committee member is unable or unavailable to serve. The members and alternate shall be appointed by the City Commission for not more than three (3) consecutive, three-year terms. Members shall be qualified electors and residents of the City. Members shall not be City employees. As is reasonably possible, the members shall have experience and or training in the following:

1. Public administration;
2. Governmental operation;

- 3. Political practices; or
- 4. Legal practice.

The Committee meets and is presented testimony regarding matters referred to it through an Ethics Complaint form. When considering an ethics complaint, the Committee shall determine whether a complaint appears to be substantiated based on the information and testimony presented. If the Committee determines that a complaint appears to be substantiated, it may refer the matter to the Cascade County Attorney, or to the supervisor of a public employee who may be the subject of the complaint, for disposition. The Committee shall make written findings of its decision, which will be filed with the City Clerk.

Current terms for Committee members are:

Jordyn Rogers	7/5/2023 – 12/31/2025
David Sneddon	2/1/2022 – 12/31/2024
Justin Grohs (Alternate member)	12/1/2020 – 12/31/2025
Seana Westcarr-Gray	6/7/2021 – 12/31/2023

Applications were received from Daniel Barnett and Jessica Betley Burrow. Ms. Burrow requested that her personal address and contact information not be posted on the City’s website therefore it has been redacted from the packet. Staff has confirmed that she is a City resident and is eligible for the Committee.

**Alternatives:**

The Commission could choose not to appoint one of the applicants and ask city staff to either schedule an Ethics Committee meeting for a formal recommendation or re-advertise for the position.

**Attachments/Exhibits:**

Applications



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

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

Board/Commission Applying For:		Date of Application:
City of Great Falls Ethics Committee		02/29/2024
Name:		
Daniel E Barnett		
Home Address:		Email address:
2701 7th Ave S, Great Falls, MT 59405		danbarnett50@hotmail.com
Home Phone:	Work Phone:	Cell Phone:
702-379-1981		702-379-1981
Occupation:	Employer:	
Retired		
Would your work schedule conflict with meeting dates?    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background:		
Past member of FEMA NV-Task Force 1; Las Vegas Metropolitan Police Dept Use of Force Board; Red Rock Search & Rescue Transportation Support Specialist; Cascade County Sheriff's Citizens Academy		
Educational Background:		
Degree from University of Redlands; US Army Command & Staff College completion; Graduate of NASAR Managing the Lost Person Incident (MLPI) Course and assorted personnel management courses		
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>		
Previous and current service activities:		
US Army and California National Guard 1971-1996, retired as Lieutenant Colonel (Infantry)		
Previous and current public experience (elective or appointive):		
Two years as a member of the Las Vegas Metropolitan Police Department Use of Force Board		
Membership in other community organizations:		
10 years as Logistics Coordinator for Susan G Komen Race for the Cure in Las Vegas, NV; Member of Red Rock Search & Rescue, Southern Nevada		

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

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

Have you ever served on a City or County board? Yes  No  If yes, what board and when did you serve?  
Las Vegas Metropolitan Police Use of Force Board 2006-2008

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

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

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

To assist the committee in determining if an officer or employee of the City of Great Falls is out of compliance with ethical standards as described in Section 2.21.050 of The Great Falls Code of Ethics.

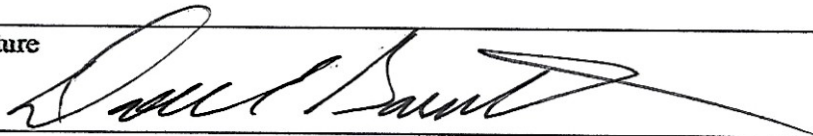
Please describe your experience and/or background which you believe qualifies you for service on this board/commission?

One of the many responsibilities during my military career was to adjudicate both judicial and non-judicial cases from criminal through "conduct unbecoming" (ethical) activities as described under the Uniform Code of Military Justice and applicable regulations.

Additional comments:

As a commander, I took particular pride in the development of subordinate officers professional competency and providing them the tools they needed to become successful leaders and role models.

Signature



Date:

2-29-2024

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

**Return this form to:**

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

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

Email:  
kartis@greatfallsmt.net



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

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

Board/Commission Applying For: <i>Ethics committee</i>		Date of Application: <i>2/28/24</i>
Name: <i>Jessica Betley Burrow</i>		
Home Phone:	Work Phone: <i>same</i>	Cell Phone: <i>same</i>
Occupation: <i>Attorney</i>	Employer: <i>Department of Defense</i>	
Would your work schedule conflict with meeting dates? <i>potentially</i> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (If yes, please explain)		
Related experiences or background: <i>licensed attorney since 2007. worked at U.S. Attorney's office in Great Falls from 2010-2024. Recently transferred to DoD.</i>		
Educational Background: <i>Ohio State University - BA in History &amp; political science Capital University Law School - Juris Doctor</i>		
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>		
Previous and current service activities: <i>Montana State University - master's certificate addiction counseling</i>		
Previous and current public experience (elective or appointive): <i>Federal prosecutor for 14 years in Great Falls. Involved in outreach and service to community.</i>		
Membership in other community organizations: <i>N/A</i>		

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

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

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

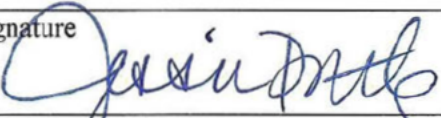
Are you currently serving on a Board? Yes  No  If yes, which board?

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

Please describe your interest in serving on this board/commission?  
 Following my transition to the Department of Defense, I would like to stay involved in the Great Falls community and serve the community.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?  
 I have been a licensed attorney since 2007 and have had exposure to ethical issues in the legal field and I believe my background would benefit this committee. I also recently

Additional comments:  
 Completed my addiction counseling degree. Although, I am not a licensed counselor, I have now taken many counseling classes.

Signature  Date: 2/20/24

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

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

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

Email:  
 kartis@greatfallsmt.net

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

Special City Commission Meeting

Mayor Reeves presiding  
 Civic Center Gibson Room 212

**CALL TO ORDER:** 4:00 PM

**ROLL CALL/STAFF INTRODUCTIONS:** City Commission members present: Cory Reeves, Joe McKenney, Rick Tryon and Susan Wolff. Commissioner Shannon Wilson was excused. Also present were City Manager Greg Doyon and Deputy City Manager Chuck Anderson; Finance Director Melissa Kinzler and Deputy Director Kirsten Wavra; City Attorney David Dennis; and Deputy City Clerk Darcy Dea.

**CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS:** None.

**1. PETITIONS AND COMMUNICATIONS**

Written correspondence was received from **Richard Liebert**, 289 Boston Coulee Road, via April 16, 2024 email, commended the City for engaging energy professional Jim Morin for his consulting services, experience and wisdom with regard to improving energy efficiency within City government and promoting conservation.

**NEW BUSINESS**

**2. CITY OF GREAT FALLS REQUESTS FOR PROPOSALS FOR ELECTRIC SUPPLY.**

City Manager Greg Doyon reported that the City purchased its own electricity on the open market, which initially provided and afforded the City a significant amount of electric savings until a couple years ago when there was a significant rate adjustment. The City has retained the services of Jim Morin (PowerGas Corporation) to provide consulting services related to the City's electric power supply. Consultant Morin has been exploring options to reduce the City's energy costs and for a better rate. The City, through Consultant Morin, issued Request for Proposals (RFP) prior to the expiration of the current agreement in November 2024 and four proposals were received.

Consultant Jim Morin, PowerGas Corporation, reported that the value of being able to choose a provider through a competitive bid process is having the opportunity to take advantage of favorable market conditions. The timing was good for the City with regard to the result of this bid process. When considering a provider, he looks at their price, history, knowledge and security of supply. Suppliers have a variety of resources and if for any reason they cannot get that supply of energy to the City, the City has a default supplier, which is the imbalance market that NorthWestern Energy participates in, so the City will not ever be without power.

City Attorney David Dennis recommended that the Commission consider closing a portion of this session for discussion regarding competitive trade secrets.

**Commissioner Wolff moved, seconded by Commissioner McKenney, that the City Commission close the meeting based upon the rationale expressed by the City Attorney.**



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

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

Motion carried 4-0.

At 4:14 pm, the City Commission, City Manager Doyon, Deputy City Manager Anderson, Finance Director Kinzler, Deputy Finance Director Wavra, City Attorney Dennis, Consultant Morin and Deputy City Clerk Dea met in executive session in the City Manager's office for the purpose of discussing proposal pricing and relative evaluation of the bid proposals.

-- EXECUTIVE SESSION --

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The meeting reconvened into an open meeting in the Gibson Room. Mayor Reeves called the meeting back to order at 4:42 p.m.

Mayor Reeves reported that no decisions or votes were made during the closed session. The Commission discussed the bidders, their credit qualities, abilities to deliver the electrical supply, what would happen if there were a failure to deliver, what types of risks there were for the City and purchaser, as well as the pricing and term of a contract. The rate information will be available to the public in two weeks.

**Commissioner Tryon moved, seconded by Commissioner Wolff, that the City Commission accept a proposal from Guzman Energy for a period of two years for electricity supply to the City of Great Falls and authorize the City Manager to execute the necessary supply agreements.**

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

Motion carried 4-0.

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

**ADJOURNMENT**

There being no further business to come before the Commission, **Mayor Reeves adjourned the special meeting of April 16, 2024, at 4:50 p.m.**

Motion carried 4-0.

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Mayor Cory Reeves

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Deputy City Clerk Darcy Dea

**Minutes Approved: May 7, 2024**

DRAFT

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

Regular City Commission Meeting

Mayor Reeves presiding  
 Commission Chambers Room 206

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL/STAFF INTRODUCTIONS:** City Commission members present: Cory Reeves, Joe McKenney, Rick Tryon, and Susan Wolff. Commissioner Shannon Wilson was excused. Also present were City Manager Greg Doyon and Deputy City Manager Chuck Anderson; Public Works Director Chris Gaub; Planning and Community Development Director Brock Cherry; Finance Director Melissa Kinzler; Library Director Susie McIntyre; City Attorney David Dennis; Police Chief Jeff Newton; and City Clerk Lisa Kunz.

**AGENDA APPROVAL:** City Manager Greg Doyon pulled item 15 from the agenda. There were no proposed changes to the agenda by the City Commission. The Agenda was approved as amended.

**CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS:** None.

**1. PROCLAMATIONS**

Earth Day [April 22, 2024] and National Library Week [April 7-13, 2024].

**Makenna Sellers**, Executive Director, Montana Renewable Energy Association, submitted written comment that advancing more sustainable power generation, conservation, and energy efficiency are key to a clean and healthful environment as outlined in the state constitution, and thanked the City Commission for acknowledging Earth Day with a proclamation.

**Ken Palison**, City resident, discussed Hooker Chemical Company dumping chemicals in the Love Canal in Niagara Falls, contaminating the soil and groundwater that lead to 701 deaths, and took 21 years to clean up.

**COMMUNITY INITIATIVES**

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

**Megan Brunelle**, Family Health Services Nurse, reported that April is Child Abuse, Neglect and Prevention Month. The City County Health Department offers many services that can help assist in decreasing child abuse and neglect rates in Cascade County. A prevention strategy to assist in this crisis is home visiting. Home visiting provides voluntary family centered services in the home to pregnant and newly parenting women and families. Recent studies show that home visiting can greatly reduce the risk of child maltreatment reoccurrence. To get involved, contact the City County Health Department for more information on the programs, or visit the Prevent Child Abuse and Neglect Task Force site at [cascadecountypcan.org](http://cascadecountypcan.org).

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

**3. PETITIONS AND COMMUNICATIONS**

**Brandon Colwell**, not a City resident but works in the City, requested that building permit information be made available for contractors to see who is doing work in Great Falls. He suggested a higher level of enforcement for licensing requirements for out of state contractors, and incentivizing local contractors in order to build a more experienced and licensed workforce of local residents.

**Derek Hitt**, not a City resident, commented that other localities (Missoula County) have implemented apprenticeship programs that are registered with the state and provide an incentive by lowering a bid by a certain amount to local contractors. There is a desperate need for trained and qualified workers in the trades.

Planning and Community Development Director Brock Cherry provided both gentlemen with his contact information.

**NEIGHBORHOOD COUNCILS**

**4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

**BOARDS AND COMMISSIONS**

**5. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

**CITY MANAGER**

**6. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

City Manager Greg Doyon made the following announcements:

- In honor of National Public Safety Telecommunicators Week, an award ceremony will be held at the 911 Center on Friday, April 19<sup>th</sup> at 9:00 a.m.
- The Civic Center ribbon cutting ceremony is scheduled for Friday, April 19<sup>th</sup> at 11:00 a.m. on the front steps and foyer.
- Fifty-eight applications were received for the advisory committee for the Growth Management Plan.

Manager Doyon discussed his participation in a recent panel for Leadership Montana. He reported it was refreshing to hear from an enthusiastic class that were very complimentary of Great Falls, particularly of downtown, the riverfront and trail system.

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

**CONSENT AGENDA.**

7. Minutes, April 2, 2024, City Commission Meeting.
8. Total Expenditures of \$2,452,151 for the period of March 21, 2024 through April 3, 2024, to include claims over \$25,000, in the amount of \$1,839,581.
9. Contracts List.
10. Approve the Final Payment for the Parks & Rec ADA Restroom Project in the amount of \$5,710.60 to Wadsworth Builders and authorize the City Manager to make the payment. **OF 1810.0**
11. Approve the Final Payment for the Natatorium Demolition Project in the amount of \$36,606.14 to Shumaker Trucking & Excavating Contractors, Inc., and \$369.76 to the State Miscellaneous Tax Fund, and authorize the City Manager to make the payments. **OF 1393.8**
12. Set a public hearing on Resolution 10546, a Conditional Use Permit for a “Type II Community Residential Facility” land use upon the property located at 2201 11th Street SW for June 4, 2024.

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

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

Hearing none, Mayor Reeves called for the vote.

Motion carried 4-0.

**PUBLIC HEARINGS**

13. **RESOLUTION 10545, CONDITIONAL USE PERMIT (CUP) TO ALLOW HANDLING OF A HAZARDOUS SUBSTANCE, HYDROGEN SULFIDE (H<sub>2</sub>S), WHICH IS LISTED AS AN INGREDIENT OF ASPHALT, FOR THE PROPERTY ADDRESSED AS 6501 18<sup>TH</sup> AVENUE NORTH.**

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

Planning and Community Development Director Brock Cherry reported that this CUP request is merited due to the handling of hazardous material as defined by the EPA. The material in question is hydrogen sulfide (H<sub>2</sub>S), a trace component in asphalt, which the applicant is hoping to facilitate transloading services. He clarified that the purpose for the CUP is not the transloading facility. That is something the applicant could do via a building permit with stamped plans. The CUP is a requirement of Title 17, Chapter 20 of the Official Code of the City of Great Falls (OCCGF).

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

Chapter 20 of Title 17 of the OCCGF requires a Conditional Use process before permitting a land use proposal that involves the handling of hazardous materials, among other potentially dangerous or offensive activities. Specifically, Section 17.20.3.060 states, “a permitted land use that emits air contaminants or potentially offensive odors outside of the building, or that handles radioactive materials, hazardous substances, hazardous waste, or regulated substances shall be considered a conditional use in every circumstance.” Because the EPA lists hydrogen sulfide (H<sub>2</sub>S) as a hazardous substance, a CUP is required to allow the transload facility to handle asphalt.

The proposed site is within Agri-Tech Park that is within a Planned Unit Development (PUD). The PUD has even more conditions of approval that need to be met prior to a building permit. Three conditions will need to be met: Emergency Management Plan, Spill Prevention and Control Plan, and an Industrial Wastewater Survey.

**Brian Marler**, President and Managing Partner of Ponderosa Solutions, LLC, reported that the company was founded in 2001 as a wholesale brokerage company. During that time, they operated about 250 railcars and bought and sold product across Canada, Mexico, and the United States. The first transloading operation was in 2008 where they transloaded asphalt as the commodity in Oklahoma City. Since then they have loaded over 4,000 cars per year, in several locations across the states. Ponderosa Solutions has received Safe Ship recognition awards almost annually.

There has been a demand for a transload facility in Great Falls for a period of time. There is a lot of local businesses that could benefit from the opportunity to bring in or export commodities via rail. The fundamental problem was none of those opportunities drove enough economic value to justify building a \$3.5-\$4.5 million dollar project.

With the help of the Great Falls Development Alliance, Ponderosa Solutions was able to find an anchor partner that is interested in moving commodities through this facility over a period of time that justifies the economic development. That commodity is asphalt petroleum project. It is the same commodity on the roads today. The anchor customer supporting the investment has a demand for the project to be operational by November 1, 2024.

The intent is to employ five to eight people under the current business model. The plan is to load from 1,100 to 1,500 cars per year through the facility. The specific asphalt that will be transloaded contains roughly 5 parts per million of H<sub>2</sub>S.

Over the past three years, they have trucked a significant amount of this commodity from Great Falls to Silver Bow County, and transloaded it from there. They are looking to cut some of that truck haul out and bring it back into Great Falls.

H<sub>2</sub>S can be described as a decomposing organic material through a bacterial breakdown process. H<sub>2</sub>S is about managing the concentration level and not the presence. They will monitor H<sub>2</sub>S concentration for every railcar that is loaded and every operator will be carrying an H<sub>2</sub>S monitor that will give an active reading and active identification if an operator ends up in a scenario where that concentration level is dangerous.

In summary, they have loaded over 4,000 cars annually with asphalt for the past 16 years with zero incidents with H<sub>2</sub>S.

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

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

Commissioner McKenney inquired if there were barrels of concentrated H<sub>2</sub>S or if the H<sub>2</sub>S was in with the asphalt.

Applicant Marler clarified that H<sub>2</sub>S evolves out of decomposing organic material. The asphalt inherently has some evolving H<sub>2</sub>S that comes off the material. When that material is concentrated into a vessel, then naturally that H<sub>2</sub>S is going to evolve out of the dome lid of a railcar. That is the space they will manage to ensure they do not have any health concerns.

Mayor Reeves asked if there were any comments from the public in support of Resolution 10545.

**Jolene Schalper**, Great Falls Development Alliance, commented that Ponderosa Solutions would simply be transferring asphalt from truck to rail. They are currently trucking it to Butte to transfer it from truck to rail. Approval of the CUP will result in significant savings on natural resources and their clients' budgets. Three reasons GFDA is in support of this project are (1) Great Falls needs a transload facility and it will benefit numerous other local businesses, (2) it is a great fit for the Agri-Tech Park, and (3) not only is this a great project for the community, it is a great project for GFDA in that they will be able to recoup some of the \$2.2 million dollars that they invested in infrastructure costs to build Agri-Tech Park.

**Rhett Hulett**, Owner of M&D Construction, 4415 18<sup>th</sup> Avenue North, commented he is only a few blocks from the project. It will be a great deal for him. He has worked with Specialty Mills, Fed Ex and Helena Chemical in the Agri-Tech Park. The transload facility will fit right in with those other businesses and for other products. He has done transload for another company in town that brings in steel. They have to build it and take it down every time. It is not set up for permanent use like this one will be.

Mayor Reeves asked if there were any comments from the public in opposition to Resolution 10545.

**Ron Pollock**, commented he is neither for nor against this Resolution. He attended the Neighborhood Council meeting where there were more Neighborhood Council members and City staff than citizens. He suggested it is the Neighborhood Council's responsibility to engage their neighbors by whatever methods are available when a resolution of this nature is addressed.

There being no one further to address the Commission, Mayor Reeves asked if Director Cherry or Applicant Marler wanted to address any of the comments made. Hearing none, Mayor Reeves closed the public hearing and asked the will of the Commission.

**Commissioner Wolff moved, seconded by Commissioner McKenney, that the City Commission adopt Resolution 10545 subject to the Conditions of Approval being fulfilled by the applicant.**

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



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

Commissioner McKenney referred to the last paragraph of page 104 of the agenda packet wherein he referenced that the applicant has not had to submit conditional use permit requests at their other facilities, as asphalt is not deemed hazardous because H2S is in such low concentration. He inquired why Great Falls requires a CUP.

Director Cherry responded that even though it is in trace amounts, City Code states a CUP is required in every circumstance. He expressed appreciation to the applicant for their due diligence and providing everything staff needed to meet the standards set by City Code.

Commissioner McKenney asked the applicant if staff brought this CUP requirement to his attention and did it give him pause in doing business in Great Falls.

Applicant Marler responded that staff brought it to his attention. He has looked at multiple locations inside and outside of Great Falls. The Agri-Tech Park was rail ready. There were things about that location that provided some advantages from a timeframe perspective. Had he gotten more lead-time, he probably would not have pursued inside the City limits as much. Director Cherry and staff convinced him that this process would be seamless and quick and should still be able to meet timelines.

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

Motion carried 4-0.

**OLD BUSINESS**

**14. INDOOR AQUATICS AND RECREATION CENTER, CHANGE ORDER NO.7. OF 1770.0**

Park and Recreation Director Steve Herrig reported that the requested action is that the City Commission approve Change Order No. 7 in the amount of a \$31,135.57 for the Indoor Aquatics and Recreation Center. The Change Order includes the following:

1. Cast Letter Changes	\$ 20,541.92
2. Key Switches for Gym Equipment	\$ 953.91
3. Knox Box	\$ 837.32
4. Sponsor Signs for Gym Scoreboards	\$ 564.65
5. FDC Relocations	<u>\$ 8,237.77</u>
<b>Total</b>	<b>\$ 31,135.57</b>

**Commissioner Wolff moved, seconded by Commissioner McKenney, that the City Commission approve Change Order No. 7 to Swank Enterprises in the amount of \$31,135.57 for the Indoor Aquatics and Recreation Center, and authorize the City Manager to execute the Change Order documents.**

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

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

Commissioner Tryon commented that the amount of the Change Order is a lot of money to the average citizen. The total amount of all the Change Orders is about \$893,500. He noted that he did a quick search on Amazon and questioned the amount for the Knox Box. He knows the items are going to be covered by donations, but hopes staff has been pushing back as much as they can on the contractor and these change orders if some items are not justifiable.

Director Herrig responded that there could be a price difference between a commercial Knox Box and a residential Knox Box. He reminded the Commission that the first Change Order was a deduction to the project. The remaining Change Orders include over \$699,000 in alternates that were brought back in to the project, approximately \$110,900 for City directives, and about \$83,000 for contractor changes.

Fund raising monies will be coming in over the next few years. The project is currently \$1,049,000 over budget, but they have commitments for over \$1,600,000 for construction use.

Commissioner Wolff visited the new facility with the Fire Marshal and he explained the need to move the FDC. It was exciting to see the progress. She thanked Director Herrig for monitoring all the details throughout the process.

Commissioner McKenney commented that he serves on the Governor's Housing Task Force and has heard from some jurisdictions that their Fire Marshals may not do their inspections until the very end. It adds to the costs and it really slows down the timeframe of opening.

A couple of items on the Change Order are from the Fire Marshal inspections. His sense is that the Fire Marshal has been involved throughout the project and is not holding up the project with late inspections.

Director Herrig explained he had early conversations with Fire Marshal McIntosh and Fire Chief Jones, reviewed the designs and came to some decisions that remained within City Code. His understanding is that the FDC goes out to a third party review. When that occurred they were reviewing plans that did not have the entire infrastructure on it. A few weeks ago, Fire Marshal McIntosh noticed the FDC next to a power source. They were able to figure out a fix to the problem to bring the FDC out to the front of the building making it more accessible to the Fire Department.

Mayor Reeves called for the vote.

Motion carried 4-0.

**NEW BUSINESS**

- \*15. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AGREEMENT WITH GREAT FALLS PARK AND RECREATION FOR THE PURCHASE OF A KUBOTA UTILITY VEHICLE TO SERVICE GIBSON AND ELKS RIVERSIDE PARKS.**

\*Pulled from agenda.

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

**16. 33<sup>RD</sup> STREET WATER TANK REHABILITATION CONSTRUCTION CONTRACT AWARD. OF 1794.1**

Public Works Director Chris Gaub reported that the 33rd Street Water Storage Tank was constructed in the mid 1940's. It is one of two water tanks on the main zone that serves 2/3 of the City. It stores 4.75 million gallons of water, which is 50 percent of the City's total water storage capacity. It is also the primary supply to the Ella elevated water tower on the east side of Great Falls. The tank persistently leaks treated water into the sanitary sewer system and is a waste of resources. A consultant evaluated the tank and found the underlying structure to be sound. He recommended repair with a liner system that will extend the life of the tank approximately 20-years. The liner can also be spot repaired which could further extend the life of this tank.

The bids for this project were opened on April 3, 2024. One contractor, DN Tanks, submitted a responsible bid. DN Tanks is a reputable company and their bid is within six percent of the engineer's estimate. This same company under a different name actually built this tank in the 1940's.

**Commissioner Tryon moved, seconded by Commissioner Wolff, that the City Commission award a contract in the amount of \$2,941,050 to DN Tanks for the 33<sup>rd</sup> Street Water Storage Tank Rehabilitation project, and authorize the City Manager to execute the necessary documents.**

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

**Ron Pollock**, City resident, inquired if DN Tanks was a local or out of state company.

Director Gaub responded that he believed out of state, but would have to verify that.

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

Motion carried 4-0.

**17. LIBRARY REMODEL DESIGN PROJECT PROFESSIONAL SERVICES AGREEMENT. OF 1762.5**

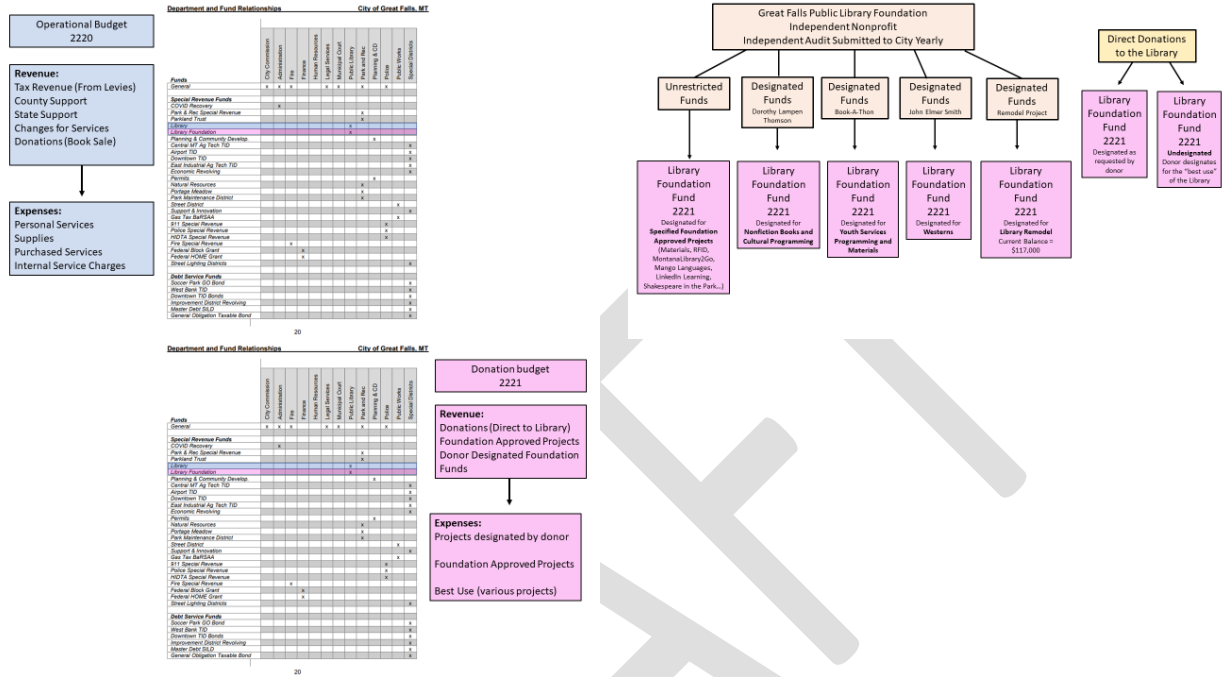
Library Director Susie McIntyre reported that in 2022 the Library Foundation provided funding to create a Library Master Plan. Professionals examined operations, staffing, collections, and spaces of the entire building. One of the recommendations from the Master Plan was that the Library needed to improve its funding. She thanked the community for supporting the passage of a levy. Another recommendation was that the 56-year old Library building was in need of repair. The Great Falls Public Library has never undergone a remodel in those 56 years. The analysis of the Master Plan was that the Library needed to redo many of its major systems. The Library Board has approved a strategic plan. The first goal in the strategic plan is making sure the Library building is up to date and maintained. The first step in making that happen is getting some architectural designs.

# JOURNAL OF COMMISSION PROCEEDINGS

## April 16, 2024

An RFP was issued. A review committee analyzed and ranked the proposals and chose Cushing Terrell as the best proposal. The Library Board approved awarding a contract to Cushing Terrell.

In response to public questions, Director McIntyre reviewed and discussed the following PowerPoint slides:



The Foundation has approved and been a part of the Master Planning process, and reviewed all of the proposals received in response to the RFP. Approval of this contract will not impact the operational budget of the Library. The Library Foundation has the monies to fund this contract, but will not be passing it all over to the Library at this time because of the interest they are currently making off the money. The plan is to pay Cushing Terrell bills as submitted first from the existing \$117,000 and then request the funds from the Foundation.

Approval of this contract is an important first step. In order for the Foundation to raise more money, it will need to know what the remodel will entail and what parts of the remodel will qualify for grants.

**Commissioner Wolff moved, seconded by Commissioner Wolff, that the City Commission approve a Professional Services Agreement with CTA Inc., d/b/a Cushing Terrell, in the amount of \$873,158 for the Library Remodel Design project to be fully funded by the Great Falls Library Foundation, and authorize the City Manager to execute the agreement.**

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

**Dennis Devine**, 627 Carol Drive, commented that he has 35 years of experience in construction management, including for the State of Montana for five years and as the Great Falls Library Director of Facilities for five years. He expressed concern about the City getting into a contract it

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

did not have the funds to meet the obligation. He received clarification that the \$117,000 plus the \$756,000 has been secured and committed.

The Master Plan has the 2025 projected construction costs, with 4% inflation, at \$16,899,000. He expressed concern about spending money on design when construction funding has not been secured. If the funding is not raised for five years, the needs and priorities of the project may change as well as cost impacts.

Mr. Devine suggested first using the Master Plan as the basis for pursuing all of the funding, before spending money on a design for something that may never be built.

**Jeni Dodd**, City resident, agreed with the previous speaker's comments. She expressed concern that there should be a legal document between the Library Foundation and the City making it clear that the Foundation is responsible to pay the amount of this contract.

**Jolene Schalper**, City resident, commented that a lot of people vocalized support when they voted yes for the mill levy. Their voice was heard, and now they expect it to move forward. The Library Foundation is extremely active. The initial work has been completed and now it is time to move into the architectural and engineer design phase. It is time to update the Library.

**Brianne Laurin**, Library Foundation Executive Director, reported that the Foundation has raised 119% of the amount needed for this contract. The money and gift agreements are in the bank. The Foundation is able to apply for grants when it can show that it has a design and budget for a certain area. The Foundation has worked closely with Cushing Terrell and Cushing knows that the Foundation will need to have project breakdowns for this purpose.

Ms. Laurin further reported that the Foundation was formed in 1968 to provide books, records, tapes, film, furnishings and other items, materials or objects including the facilities as deemed useful to the community. The design services will build the case for support for fund raising opportunities, and to create phases for the project. Approval of the contract is the initial first step.

**Whitney Olson**, Library Board Chair, thanked the Foundation for their leadership and support of the Library. They could not do this project without the Library Foundation. This contract will not impact the operational budget of the Library. The funds will come from the Library Foundation, and their donors have given specifically to this project.

Written comments were submitted by **Jeni Dodd**, City resident, in opposition to the City contracting with Cushing Terrell for the Library Remodel Design project. Ms. Dodd opined the agreement should be between the Library Foundation and Cushing Terrell. As a taxpayer, she does not agree with potentially being on the hook for this contract.

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

Commissioner Wolff encouraged the Library to utilize the GCCM process.

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

Commissioner Tryon inquired if the amount of the contract would be paid with designated or undesignated funds.

Foundation Executive Director Laurin clarified that they have a special capital campaign designated fund. All of the gift agreements designate the design project first, and remaining funds would go to the remodel project. As of now, they have \$1,040,700 or approximately \$167,000 more than the design project.

Commissioner Tryon received confirmation that the reason the City is approving this contract, even though it is coming out of Library Foundation funds, is because of the Management Agreement between the Library and the City.

Director McIntyre added that the Library adopted the fiscal policies of the City. Although the Foundation is providing the funding, the contract is with the City because the City owns the building.

Commissioner Tryon noted that he has been asked why the Library Foundation needs to come to the City Commission to ask permission to spend 501(c)3 funds, and why is that fund in a City account.

The Commission is being asked to approve an \$873,000 contract with only \$117,000 guaranteed right now. He will vote to approve, but he requested that an agreement be drafted between the City and the Library Foundation that sets forth the funds will be provided as Cushing Terrell issues the invoices so the City is not on the hook.

Foundation Executive Director Laurin commented that the Library Foundation Board approved this project. Foundation funds are being managed by DA Davidson and currently have a good rate on return. As soon as she is invoiced, she will write a check to the Library. She agreed an MOU between the City and Library Foundation Board would be helpful.

Commissioner McKenney commented he had some of the same concerns as Commissioner Tryon. He noted the motion was that the project be fully funded by the Great Falls Library Foundation. He inquired if that language gave the City the protection it needed to cancel the agreement with Cushing Terrell if, for some reason, the money was not available from the Library Foundation

City Attorney David Dennis commented that the best protection would be to have the money in the bank, or next best to have a signed agreement by the Foundation to pay the money. The Foundation was created for the sole purpose of supporting the Library. There have been many projects in the past where a similar process was followed and the money came through. He thinks there is little risk in this situation of the Foundation not coming through on their obligation.

Commissioner Wolff suggested that the MOU be worded such that the Foundation money be taken out as billed so that they do not lose their investment potential.

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

Motion carried 4-0.

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

**ORDINANCES/RESOLUTIONS**

**CITY COMMISSION**

**18. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

**19. COMMISSION INITIATIVES.**

The Commission members present were in agreement to direct City staff to draft an MOU with the Library Foundation Board. City Attorney Dennis noted he was clear on what was being requested.

The Library has established its negotiating team with regard to upcoming discussions concerning the Library Management Agreement. All were in agreement that the City’s negotiating team would consist of Commissioner Wolff, Commissioner McKenney, City Manager Greg Doyon and City Attorney David Dennis.

**ADJOURNMENT**

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Reeves, to adjourn the regular meeting of April 16, 2024, at 8:46 p.m.**

Motion carried 4-0.

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

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

**Minutes Approved: May 7, 2024**



Commission Meeting Date: May 7th, 2024  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

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

**PRESENTED BY:** Finance Director

**ACTION REQUESTED:** Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECKS FROM NEW WORLD	04/04/2024 - 04/17/2024	3,126.89
ACCOUNTS PAYABLE CHECKS FROM MUNIS	04/04/2024 - 04/17/2024	1,589,994.85
MUNICIPAL COURT CHECKS	04/04/2024 - 04/17/2024	9,617.15
MISCELLANEOUS ACCOUNTS PAYABLE WIRES	04/04/2024 - 04/17/2024	142,003.07
<b>TOTAL: \$</b>		<u><u>1,744,741.96</u></u>

**GENERAL FUND**

**SPECIAL REVENUE FUNDS**

**COVID RECOVERY**

WADSWORTH BUILDERS COMPANY      GFPD EVIDENCE BUILDING PAY APP 1      93,626.77

**SUPPORT & INNOVATION**

GF TOURISM BUSINESS IMPROVEMENT      TBID ASSESSMENT DISTRIBUTION 03/24      30,113.75

**DEBT SERVICE FUNDS**

**CAPITAL PROJECT FUNDS**

**ENTERPRISE FUNDS**

**SEWER**

DEPT OF ENVIRONMENTAL QUALITY      WASTEWATER PERMIT      26,181.00

**INTERNAL SERVICE FUNDS**

**CENTRAL GARAGE**

JACKSON GROUP PETERBILT      TANDEM AXLE DUMP/PLOW TRUCK #824      39,688.00



**HEALTH & BENEFITS**

HEALTH CARE SERVICE CORPORATION	BCBS HEALTH INSURANCE MAR 2024	601,923.71
SUN LIFE FINANCIAL	SUN LIFE DENTAL AND VISION MARCH 2024	48,750.36

**TRUST AND AGENCY FUNDS**

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**PAYROLL CLEARING**

MT MUNICIPAL INTERLOCAL AUTHORITY	PAYROLL WC ASSESSMENT CITY PORTION	250,217.67
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**UTILITY BILLS**

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ENERGY KEEPERS	ELECTRIC CHARGES MARCH 2024	133,665.70
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**CLAIMS OVER \$25,000 TOTAL:** \$ 1,224,166.96

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

**DATE: May 7, 2024**

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

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

**MAYOR’ S SIGNATURE:** \_\_\_\_\_

**CONTRACTS LIST**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
<b>A</b>	Planning and Community Development	SP Plus Corporation	01/01/2024 – continue on a month to month basis	No change	Ratification of First Amendment of Non-Construction Services Agreement extends the term to a month to month basis, until which time the parties execute a subsequent amendment or enter into a new agreement, unless terminated as provided in the agreement; all other terms and provisions of the Non-Construction Services Agreement remain in full force and effect (CR: 092121.17)

<b>B</b>	Public Works – Street & Traffic Division	State of Montana, Department of Transportation	07/01/2023 – 06/30/2024	Per Appendix D reimbursement breakdown	Traffic Control Maintenance Agreement for State Fiscal Year 24. City approval was delayed due to the evaluation and terms, and possible changes to future agreements. The City has been using contract billing rates since July 1, 2023. The limit and scope of the agreement remain unchanged (CR: OF 1813.2, 022123.10A, 110221.7A, 021621.7B, 110718.7C, 010219.8A, 110718.7C, 051518.9
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Commission Meeting Date: May 7, 2024

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Construction Contract Award: 7<sup>th</sup> Avenue NW Paving O. F. 1806.2

**From:** Engineering Division

**Initiated By:** Public Works Department

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

**Action Requested:** Consider Bid and Approve Contract

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (award/not award) a contract in the amount of \$146,700.00 to United Materials of Great Falls, Inc., for the 7<sup>th</sup> Avenue Northwest Paving project, and authorize the City Manager to execute the construction contract documents.”

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

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**Staff Recommendation:**

Approve award of construction contract.

**Summary:**

This project was originally selected as a Community Development Block Grant (CDBG) project for street reconstruction, ADA compliance, and to improve the functioning of storm drainage. Due to federal time lines the pavement portion of this project was not anticipated to be completed in time, therefore the paving was removed from the project, and planned as a second phase. This portion of the project will complete the street reconstruction of 7<sup>th</sup> Ave NW from 12<sup>th</sup> St NW to 14<sup>th</sup> St NW which is part of the Northwest Bus Route, giving residents a more functional road with improved drainage.

**Background:**

This is the final phase in the street reconstruction of 7<sup>th</sup> Ave NW from 12<sup>th</sup> St NW to 14<sup>th</sup> St NW. CDBG funding was used for the first part of the reconstruction, which is planned to be completed at the end of April. The first phase of the street reconstruction was in the winter. Since asphalt plants are not open in the winter, the paving portion of the project was removed and planned as phase two to start once the asphalt plants opened up for the spring. The timing of these projects was based off CDBG spending deadlines, which necessitated a construction timeline outside of the typical construction season.

### Citizen Participation

Access to residences adjacent to the construction zones will be maintained through the alleys. This project would start as soon as possible and take no more than two weeks to complete. For the first phase, the City went door to door in the neighborhood with a notice about the street reconstruction and the closure of their road. The contractor was also required to notify the residents when construction began. The City and United Materials of Great Falls, Inc. will send out another notice of construction for the paving portion of this project before construction starts.

### Workload Impacts:

City Engineering Staff completed the design for this portion of the project and will perform construction inspection and contract administration duties. This final portion of the project to pave 7<sup>th</sup> Ave Northwest will not require any CDBG Grant Administration duties.

### Project Work Scope:

The project installs approximately 3,900 square yards of 4" asphalt paving along 7<sup>th</sup> Ave NW from 12<sup>th</sup> St NW through 14<sup>th</sup> St NW. Additional detail is in the attached project summary sheet.

### Evaluation and Selection Process:

The specifications were advertised two times in the Great Falls Tribune. One bid was received and opened on April 17, 2024. United Materials of Great Falls, Inc., submitted the bid of \$146,700.00 and executed all of the necessary bid documents. City staff is confident that this is a reasonable bid as it is 22% under the engineer's estimate. It should be noted that United Materials of Great Falls is already mobilized on site with traffic control setup, which likely contributed to the lower bid amount.

### Conclusion:

The project has been selected to accompany the previously awarded CDBG project. City staff recommends awarding the construction contract to United Materials of Great Falls, Inc. to complete asphalt paving and finish the street reconstruction process on 7<sup>th</sup> Avenue Northwest.

### **Fiscal Impact:**

The attached bid tabulation summarizes the bid that was received. The project will utilize available Street Assessment and Gas Tax Funds.

### **Alternatives:**

The City Commission could vote to deny award of the construction contract and re-bid or cancel the project. This would result in a delay in completing asphalt paving and leave the 7<sup>th</sup> Avenue Northwest street reconstruction in a state of partial completion.

### **Attachments/Exhibits:**

Bid tabulation  
Project Summary Sheet

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

BID TABULATION SUMMARY

OF # 1806.2 - 7TH AVE NW PAVING

BIDS TAKEN AT CIVIC CENTER

DATE: 17-APR-24

TABULATED BY: ROSA HUGG

	NAME & ADDRESS OF BIDDER	ACKNOWLEDGE ADD. #1	ACKNOWLEDGE ADD. #2	10% BID SECURITY	CERTIFICATE OF NON-SEGREGATED FACILITIES	CERTIFICATE OF COMPLIANCE WITH INSURANCE REQ.	TOTAL BID
1	UNITED MATERIALS, INC. P.O. BOX 1690 GREAT FALLS, MT 59403	Y	NA	Y	Y	Y	\$146,700.00
2							
3							
4							
5							
6							
7							
8							
9							
10							

**PROJECT SUMMARY SHEET:**  
**7<sup>th</sup> Ave NW Paving, O.F. 1806.2**  
**Current as of: April 9, 2024**

**Description:** Paving on 7<sup>th</sup> Ave NW from 12<sup>th</sup> St NW and 14<sup>th</sup> St NW.

**Justification:** This project follows a previous street reconstruction and ADA ramp project in the same limits. This project will install asphalt paving, which was excluded from the previous project.

**Scope:** The project consists of installing approximately 3,900 square yards of asphalt paving.

**Added to CIP:** This is not part of the CIP. This is a follow along from a CDBG project.

**CIP Timeline:** On track

**Cost:**

- Current Working Estimate: \$190,000
- Awarded Cost: TBD At May 7<sup>th</sup> Commission \$146,700
- Final Cost: TBD

**Funding Source(s):** Street fund

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

**Planned Construction CY:** Spring 2024

**Current Project Stage (Estimated Completion Date):** Design (March 31, 2024), Bid (April 17, 2024), Construction (To be Completed Spring 2024)

- Design Method: In-house

**Map & Site Pictures:**





Commission Meeting Date: May 7, 2024  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Construction Contract Award: Southwest Side Water Main Replacement - Phase 4, O. F. 1432.5

**From:** Engineering Division

**Initiated By:** Public Works Department

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

**Action Requested:** Reject all bids and recommend staff re-advertise

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (reject/award) a contract in the amount of \$3,234,878.80 to Geranios Enterprises, for the Southwest Side Water Main Replacement, Phase 4 project.”

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

---

**Staff Recommendation:** Reject the bid, modify project, and re-advertise project.

**Summary:** This project will replace 8 blocks of aging water mains on the southwest side of Great Falls totaling approximately 3,500 lineal feet. Only one bid was received. The bid was approximately 1 million dollars higher than the budgeted amount and City Engineer government cost estimate. City staff recommends rejecting the single bid received due to the lack of competitive bids and budget shortfall.

**Background:** This project is necessary to replace under sized water mains that are failing with increasing frequency. Water main breaks are causing damage to property and roadways while disrupting water service to local residents. The water main breaks are primarily due to corrosive soils, age, and the type of pipe material used. The water mains being replaced along 5<sup>th</sup> Avenue SW include a severely undersized 4-inch cast iron main installed in 1964. Other water mains being replaced include water mains along 13<sup>th</sup> Street SW and 14<sup>th</sup> Street SW that were installed in 1946 and 1992 respectively.

**Significant Impacts:** During construction, residents and businesses will need to be placed on temporary water. Traffic will need to be detoured around the affected project locations. The contractor will maintain property access for property owners for the duration of the project.

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



**Project Work Scope:** This project will replace approximately 1,500 lineal feet of undersized 4-inch cast iron water mains and 2,000 lineal feet of 6-inch and 8-inch cast iron, ductile, and asbestos cement water mains. The old water mains will be replaced with new 8-inch PVC water mains including 7 fire hydrants, 71 water service connections, 2,800 square yards of gravel, and 3,750 square yards of asphalt pavement.

Project locations include: (see map on Project Summary Sheet)

- 5<sup>th</sup> Avenue SW from 20<sup>th</sup> Street SW to 24<sup>th</sup> Street SW
- 14<sup>th</sup> Street SW from 8<sup>th</sup> Avenue SW to 7<sup>th</sup> Avenue SW
- 13<sup>th</sup> Street SW from 10<sup>th</sup> Avenue SW to 8<sup>th</sup> Avenue SW

This project's tentative start date is July 15, 2024 depending on weather conditions, material availability and the contractor's schedule. Rebidding the project will likely result in an August 12, 2025 tentative start date.

**Evaluation and Selection Process:** This project was advertised on March 31, 2024 and April 7, 2024. There were four plan holders for this project. One bid was received from Geranios Enterprises and opened on April 24, 2024. The bid received was for \$3,234,878.80. The engineer's estimate was \$2,171,790.00. The engineer's estimate was based on recent water main replacement projects that were similar in size and scope. This project is in an area with a high ground water table, however, the engineer's estimate did account for the necessary dewatering operations. This bid is not being recommended for award due to the lack of competitive bids and budget shortfall.

**Conclusion:** City staff recommends rejecting this bid, modifying the project, and re-bidding at a future date.

**Fiscal Impact:** This project was selected and prioritized in accordance with the Public Works Capital Improvement Program. The one bid submitted has a substantially higher cost than the budgeted amount. The attached bid tabulation summarizes the bid that was received.

**Alternatives:** The City Commission could vote to award the construction contract. This action would result in exceeding the budgeted amount for this project and would decrease the amount of funds available for future water main replacement projects.

**Attachments/Exhibits:**

Bid tabulation

Project Summary Sheet

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

BID TABULATION SUMMARY

OF # 1432.5 SOUTHWEST SIDE WMR. PH 4

BIDS TAKEN AT CIVIC CENTER

DATE: 23-APR-24

TABULATED BY: ROSA HUGG

	NAME & ADDRESS OF BIDDER	ACKNOWLEDGE ADD. #1	ACKNOWLEDGE ADD. #2	10% BID SECURITY	CERTIFICATE OF NON-SEGREGATED FACILITIES	CERTIFICATE OF COMPLIANCE WITH INSURANCE REQ.	TOTAL BID
1	GERANIOS ENTERPRISES	Y	Y	Y	Y	Y	\$3,234,878.80
2							
3							
4							
5							
6							
7							
8							
9							
10							

**PROJECT SUMMARY SHEET:**  
**SOUTHWEST SIDE WATER MAIN REPLACEMENT PHASE 4, O.F. 1432.5**  
**FY 2025 Capital Improvement Plan**  
**Current as of: April 25, 2024**

**Description:** This project will replace 8 blocks of aging water mains on the southwest side of town totaling approximately 3,500 lineal feet.

**Justification:** Replace under sized water mains that are failing with increasing frequency. Water main breaks are causing damage to property and roadways while disrupting water service to local residents. The water main breaks are primarily due to corrosive soils, age, and the type of pipe material used. (See water main break example below; Photo Exhibit 1) The water mains being replaced along 5<sup>th</sup> Avenue SW includes a severely undersized 4-inch cast iron main installed in 1964. Other water mains being replaced include water mains along 13<sup>th</sup> Street SW and 14<sup>th</sup> Street SW that were installed in 1946 and 1992 respectively.

**Scope:** Replace approximately 3,500 lineal feet of water mains with new 8-inch PVC water mains including; seven fire hydrants; 71 water service connections; 2,800 square yards of gravel; and 3,750 square yards of asphalt pavement.

Project locations included;

- 5<sup>th</sup> Avenue SW from 20<sup>th</sup> Street SW to 24<sup>th</sup> Street SW
- 14<sup>th</sup> Street SW from 8<sup>th</sup> Avenue SW to 7<sup>th</sup> Avenue SW
- 13<sup>th</sup> Street SW from 10<sup>th</sup> Avenue SW to 8<sup>th</sup> Avenue SW

**Added to CIP:** 1<sup>st</sup> half FY2024

**CIP Timeline:** On track

**Cost:**

- CIP programmed \$1,800,000/ 1<sup>st</sup> half FY25
- Current Working Estimate: \$2,171,790.00
- Awarded Cost: \$TBD
- Final Cost: \$TBD

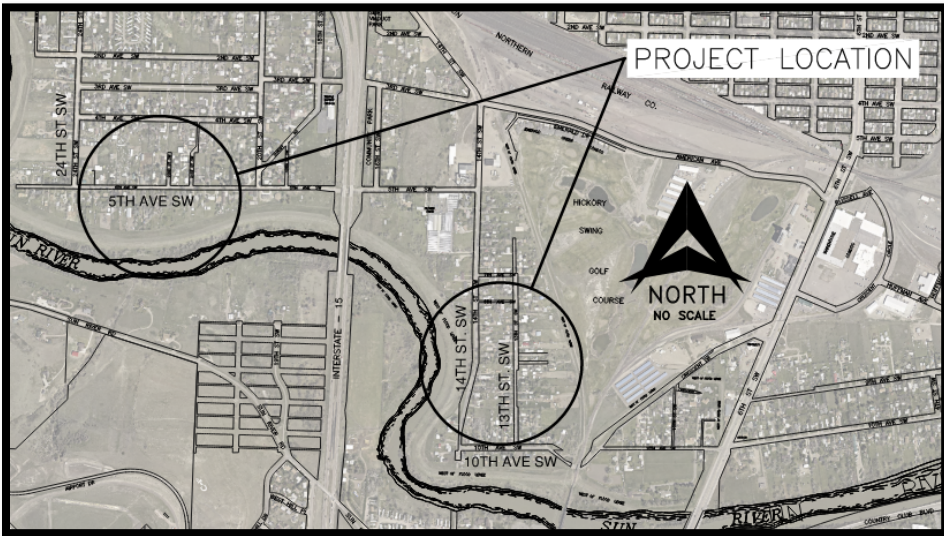
**Funding Source(s):** Water Utility Enterprise Fund

**Planned Execution Method:** Design-Bid-Build, Project Management (Designed In-house by City Engineer Staff)

**Planned Construction CY:** Summer 2024 to Spring 2025

**Current Project Stage (Estimated Completion Date):** Planning (2023), Design (Winter/Spring 2024), Bidding (Spring 2024), Construction (Summer 2024 – Spring 2025), Warranty (TBD)

**Map & Site Pictures:**




**PROJECT SUMMARY SHEET:**  
**SOUTHWEST SIDE WATER MAIN REPLACEMENT PHASE 4, O.F. 1432.5**  
**FY 2025 Capital Improvement Plan**  
**Current as of: April 25, 2024**

**EXAMPLE OF CAST IRON WATER MAIN BREAK**

LOCATION: 8TH ST. S. AND 5TH AVE S.  
DATE: NOVEMBER 2023



	<b>SOUTHWEST SIDE WATER MAIN REPLACEMENT PHASE 4, O.F. 1432.5</b>	<b>PHOTO EXHIBIT 1</b>	O.F. 1432.5 DATE: 2023
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Commission Meeting Date: May 7, 2024

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution 10537 Establishing Residential and Commercial Water, Sewer and Storm Drain Utility Service Rates Effective June 1, 2024

**From:** Melissa Kinzler, Finance Department Director

**Initiated By:** Public Works and Finance Department

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

**Action Requested:** Conduct Public Hearing

**Public Hearing:**

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

**Suggested Motion:**

1. Commissioner moves:
 

“I move that the City Commission (adopt/deny) Resolution 10537 establishing residential and commercial water, sewer and storm drain utility service rates effective June 1, 2024.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

**Summary:** Each year, Public Works and Finance staff review and analyze the financing requirements of the water, sewer, and storm drain funds. The City contracted with Advanced Engineering and Environmental Services, Inc. (AE2S) for a water and sewer utility rate study in 2018 based on a comprehensive review of the City’s water and sewer funds and budgets, Water Master Plan, Wastewater Facilities Plan, customer classes, current usage data and future planned growth of the City. Due to COVID, the City was not able to adjust rates for three years. However, staff continues to evaluate rates based on the factors identified in the study.

**Background:** Adjustments in utility rates are necessary to provide adequate revenue to support operations, finance the capital improvements program, meet debt service coverage requirements, and to maintain appropriate reserves. The rate projections to meet future revenue requirements and gradually address cost of service for the various user classes have changed the way in which the proposed rates are being presented.

Staff is recommending a 15% increase for water, a 10% increase for sewer, and a 15% increase storm drain.

For Residential customers, an average water bill would increase \$3.02 or 15%, from \$20.18 to \$23.20 per month. An average sewer bill would increase \$2.62 or 10%, from \$26.29 to \$28.91 per month. An average storm drain bill would increase \$1.08 or 15%, from \$7.26 to \$8.34 per month. An average monthly Residential utility bill would increase \$6.72 or 12.5%.

For Commercial customers, an average water bill would increase \$9.48 or 15%, from \$63.21 to \$72.69 per month. An average sewer bill would increase \$8.38 or 10%, from \$83.84 to \$92.22 per month. An average storm drain bill would increase \$1.56 or 15%, from \$10.40 to \$11.96 per month. An average monthly Commercial utility bill would increase \$19.42 or 12.5%.

The rate increase for water is due to approximately \$60.4M in capital improvements needed over the next 5.5 fiscal years. The significant projects include Ongoing Water Main Replacements for \$16.3M and Water Treatment Plant (WTP) upgrades for \$22.4M. The WTP projects currently underway include the sludge processor and Corrosion Control implementation followed up by the Head house floor repairs. The cost of completing projects has increased substantially. For example, the solids handling project at the WTP was initially budgeted for \$8M and it came in at just under \$12M due to inflationary increases. The 33<sup>rd</sup> Street Tank is projected to cost \$12M for a new 5 million gallon tank; however, the Public Works Department has a repair solution at a cost of \$2M. Some projects identified for fiscal year 2028 and 2029 include the Sunnyside pump station design and construction for \$2.2M and the design and site acquisition for the new water storage reservoir (South Zone) for \$10.3M.

There are some regulatory projects that are not included on the Capital Improvements Projects list, including the lead service lines in the distribution system, disinfection by-products at the WTP, and nutrient removal at the Waste Water Treatment Plant (WWTP). The City is conducting research on requirements and guidelines that will affect both the City as a whole and individual homeowners.

At the WTP, over the next 10 years, operating expenses are projected to grow from \$6.2M to \$9.8M. The projected cost escalation for key operational expenses is due to chemicals, electricity, labor, and general inflation. Chlorine costs have increased by 300% over last year and the other chemicals used at the WTP have increased by at least 30%.

Fire hydrants are integral to the water system as a whole, and are included as a monthly charge within the rate structure rather than a once a year special assessment. Staff recommends a 15% increase.

The rate increase for sewer is due to approximately \$126.6M in capital improvements needed over the next 5.5 fiscal years. The significant projects include Ongoing Sewer Rehabilitation for \$6.6M, WWTP Projects and Improvements totaling \$105.7M, and Lift Station Rehabilitation totaling \$11.1M. The WWTP Biological Nutrient Removal (BNR) upgrades may total up to \$100M depending on the outcome of potential new regulatory requirements.

Over the next 10 years, operating expenses are projected to grow at the WWTP from \$5.9M to \$8.6M due to increases in operational expenses including chemical prices, electricity, labor, and general inflation. The Consumer Price Index (CPI) is currently at 3.2%. The current Incentive Target Price (ITP) is \$306,297.00 per month and the 3.2% operational increase will add \$9,801.50 per month for a total of \$316,098.50 per month or \$3,793,182.00 for the year. Chemicals have also increased 30%.

There are potential EPA and Montana DEQ regulatory requirements for the WTP and WWTP that are unknown and have not been included in the Capital Improvement totals.

The rate increase for storm drain is due to maintaining the current system with cleaning and lining current trouble areas. Furthermore, approximately \$27.5M in capital improvements are needed over the next 5.5 fiscal years to improve the overall functionality of our storm system, thus increasing our resiliency and redundancy. The significant projects include South Great Falls Storm Drainage Improvement projects for \$8.9M, and Central Avenue and 3<sup>rd</sup> Street South Drainage Improvement projects for \$6.7M.

The water disconnection cutoff time has changed from 5 pm to 4 pm the day prior to shut off to allow staff adequate time for shut off processing.

**Fiscal Impact:** The last rate increase for water, sewer, and storm drain was June 1, 2023. Due to the extended time that the utility rates were in effect during COVID without any rate increases, from November 1, 2019 through June 1, 2023, the City is struggling with having the operational funding to maintain services due to inflationary costs as well as completing all of the necessary capital improvements.

Comparisons of current versus proposed charges, rate and fee structures are attached. With the proposed rates effective June 1, 2024, the average monthly Residential utility bill would increase \$6.72 or 12.5%. The average monthly Commercial utility bill would increase \$19.42 or 12.5%.

**Alternatives:** The City Commission could choose to deny Resolution 10537 and not adjust the rates. This would require the City to live within current utility rates, putting the utility systems at both short and long term risk with respect to infrastructure health, customer service, and regulatory compliance.

**Concurrences:** Representatives from Public Works and Finance worked together throughout the process. The proposed rate increases were presented to the City Commission at the April 2, 2024 City Commission Work Session.

**Attachments/Exhibits:**

Resolution 10537

Public Notice

Current Rates vs. Proposed Rates

2024 Utility Rate Review Calendar

**RESOLUTION NO. 10537****A RESOLUTION ESTABLISHING RESIDENTIAL AND COMMERCIAL  
WATER, SEWER, AND STORM DRAIN UTILITY SERVICE RATES  
EFFECTIVE JUNE 1, 2024**

**WHEREAS**, an annual review is performed of the water and wastewater cost of service for the municipal water and wastewater utilities, and rate and fee schedules prepared to generate sufficient revenue to pay all costs for the operation and maintenance, administration, and routine functions of the existing and such future facilities as may be established within the service area;

**WHEREAS**, the cost of service review indicates a need for extension, repair, improvement, and continued operation and maintenance of existing and proposed water and wastewater system facilities for the providing of water and wastewater services to the inhabitants of the City of Great Falls; and

**WHEREAS**, pursuant to Title 13 of the Official Code of the City of Great Falls, the City of Great Falls is authorized to regulate the City's municipal water and wastewater utility and to establish all rates, fees and charges for use of the utility systems or for permits, licenses, connections or inspections; 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 public water and wastewater system and to provide adequate funding to meet the cost of constructing, maintaining, and operating the same; 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, May 7, 2024, 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, equipment, facilities, debt service, and capital improvements for the Water, Sewer, and Storm Drain Utility systems.

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

Water, Sewer, and Storm Drain Utility Service Rates are hereby established as set forth in Appendix A, attached hereto and made a part hereof.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 7th day of May, 2024.

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Cory Reeves, Mayor

ATTEST:

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Lisa Kunz, City Clerk



(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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David Dennis, City Attorney

**PUBLIC NOTICE  
PUBLIC HEARING ON RESOLUTION 10537  
TO ESTABLISH WATER, SEWER, AND STORM DRAIN  
RESIDENTIAL AND COMMERCIAL UTILITY SERVICE RATES**

The City of Great Falls is proposing to raise residential and commercial water, sewer and storm drain utility service rates, effective June 1, 2024. The increases are necessary to provide adequate revenue to finance the capital improvements program, to meet debt service coverage requirements and to maintain appropriate reserves.

**Typical Residential Customers**

Residential customers with a lot size of 7,500 square feet and a 3/4 " meter who use 600 cubic feet of water per month and have a winter quarter average of 600 cubic feet per month to calculate their sewer rate would see rate increases as follows:

- A water bill would increase \$3.02 or 15%, from \$20.18 to \$23.20 per month;
- A sewer bill would increase \$2.62 or 10%, from \$26.29 to \$28.91 per month; and
- A storm drain bill would increase \$1.08 or 15%, from \$7.26 to \$8.34 per month.

The average monthly Residential utility bill would increase \$6.72 or 12.5%.

**Typical Commercial Customers**

Commercial customers with a lot size of 7,500 square feet with a 1" meter and consumption of 2,400 cubic feet of water and sewer per month would see rate increases as follows:

- A water bill would increase \$9.48 or 15%, from \$63.21 to \$72.69 per month;
- A sewer bill would increase \$8.38 or 10%, from \$83.84 to \$92.22 per month; and
- A storm drain bill would increase \$1.56 or 15%, from \$10.40 to \$11.96 per month.

The average monthly Commercial utility bill would increase \$19.42 or 12.5%.

**Public Hearing**

The public hearing will be held on Tuesday, May 7, 2024, at 7:00 p.m. in the Civic Center Commission Chambers, 2 Park Drive S. Please mail any comments to City Clerk, City of Great Falls, PO Box 5021, Great Falls, MT 59403.

For further information, contact a City of Great Falls Utility Billing Clerk at (406) 727-7660 or Room 104 of the Civic Center, 8:00 am to 5:00 pm.

## CITY OF GREAT FALLS, MONTANA Resolution 10537, Appendix A Current Rates vs. Proposed Rates

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### Residential Water

Water charges include a service charge based on meter size and a consumption charge and is billed monthly.

Meter Size	3/4"	1"	1.5"	2"	3"	4"	6"	8"	10"	12"
2023 Regular Residential	8.57	10.15	16.07	22.03	69.34	95.08	163.13	238.41	337.12	497.48
2024 Regular Residential	9.85	11.68	18.48	25.34	79.75	109.35	187.60	274.18	387.68	572.10
2023 Low Income Residential	7.71	9.13	14.45	19.81	62.39	85.60	146.83	214.57	303.42	447.73
2024 Low Income Residential	8.87	10.50	16.62	22.78	71.75	98.44	168.85	246.75	348.94	514.89

Consumption Rate Per 100 cf	1st	Over
	600 cf	600 cf

2023 Regular Residential	1.94	3.25
2024 Regular Residential	2.23	3.73
2023 Low Income Residential	1.75	2.93
2024 Low Income Residential	2.01	3.36

### Residential Fire Hydrant

The fire hydrant fee is based on the size of the water meter and is billed monthly.

Meter Size	3/4"	1"	1.5"	2"	3"	4"	6"
2023 Monthly	2.97	4.10	9.42	14.62	41.26	61.62	128.17
2024 Monthly	3.42	4.72	10.83	16.81	47.45	70.87	147.40

### Residential Sewer

Sewer charges include a service charge (not based on meter size) and a consumption charge and is billed monthly.

Service Charge
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2023 Regular Residential	9.92
2024 Regular Residential	10.91
2023 Low Income Residential	8.91
2024 Low Income Residential	9.80

Consumption Rate Per 100 cf	1st	Over
	600 cf	600 cf

2023 Regular Residential	2.73	2.73
2024 Regular Residential	3.00	3.00
2023 Low Income Residential	2.45	2.45
2024 Low Income Residential	2.70	2.70

**CITY OF GREAT FALLS, MONTANA**  
**Resolution 10537, Appendix A**  
**Current Rates vs. Proposed Rates**  
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**Commercial Water**

Water charges include a service charge based on meter size and a consumption charge and is billed monthly.

Meter Size	3/4"	1"	1.5"	2"	3"	4"	6"	8"	10"	12"
2023 Regular Commercial	8.57	10.15	16.07	22.03	69.34	95.08	163.13	238.41	337.12	497.48
2024 Regular Commercial	9.85	11.68	18.48	25.34	79.75	109.35	187.60	274.18	387.68	572.10

Consumption Rate Per 100 cf	1st	Over
	600 cf	600 cf

2023 Regular Commercial	2.21	2.21
2024 Regular Commercial	2.54	2.54

2023 Black Eagle	2.24	2.24	2 - 8" meters @ 238.41
2024 Black Eagle	2.58	2.58	

2023 Malmstrom AFB	2.55	2.55	1 - 8" plus 1 - 10" meter	238.41	plus	337.12
2024 Malmstrom AFB	2.93	2.93	1 - 8" plus 1 - 10" meter	274.18	plus	387.68

2023 Raw Water	0.39	0.39
2024 Raw Water	0.44	0.44

**Commercial Fire Hydrant**

The fire hydrant fee is based on the size of the water meter and is billed monthly.

Meter Size	3/4"	1"	1.5"	2"	3"	4"	6"
2023 Monthly	2.97	4.10	9.42	14.62	41.26	61.62	128.17
2024 Monthly	3.42	4.72	10.83	16.81	47.45	70.87	147.40

**Commercial Fire Line**

Meter Size	3/4"	1"	1.5"	2"	3"	4"	6"	8"	10"	12"	16"
2023 Monthly	na	na	na	1.98	4.82	8.37	24.33	51.81	na	150.35	320.39
2024 Monthly	na	na	na	2.28	5.54	9.63	27.98	59.58	na	172.90	368.45

**Commercial Sewer**

Sewer charges include a service charge (not based on meter size) and a consumption charge and is billed monthly.

2023 Regular Commercial, Black Eagle, Malmstrom AFB	<b>Service Charge</b>	9.92	2023 MaltEurop	<b>Service Charge</b>	9.01
2024 Regular Commercial, Black Eagle, Malmstrom AFB		10.91	2024 MaltEurop		9.91

Consumption Rate Per 100 cf	1st	Over
	600 cf	600 cf

2023 Regular Commercial	3.08	3.08
2024 Regular Commercial	3.39	3.39

2023 Black Eagle	3.20	3.20
2024 Black Eagle	3.52	3.52

2023 Malmstrom AFB	2.74	2.74
2024 Malmstrom AFB	3.01	3.01

Consumption Rate Per 100 cf	1st	Over
	600 cf	600 cf

2023 MaltEurop	2.15	2.15
2024 MaltEurop	2.36	2.36

**CITY OF GREAT FALLS, MONTANA  
Resolution 10537, Appendix A  
Current Rates vs. Proposed Rates**

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**PRE-TREATMENT SEWER CHARGES**

	Quantity Charges CCF / Mo.		Service Charge Not Meter Based
<b>2023</b> Regular Charges	1.56	1.56	9.92
<b>2024</b> Regular Charges	1.72	1.72	10.91
<b>2023</b> BOD > 0 mg/L	per pound		0.373
<b>2024</b> BOD > 0 mg/L	per pound		0.410
<b>2023</b> TSS > 0 mg/L	per pound		0.550
<b>2024</b> TSS > 0 mg/L	per pound		0.605

**SEWER EXTRA STRENGTH CHARGES**

<b>BOD &gt; 200 mg/L</b>			
<b>2023</b> Regular Commercial	per pound		0.373
<b>2024</b> Regular Commercial inc Malmstrom AFB, Black Eagle, & MaltEurop	per pound		0.410
<b>TSS &gt; 250 mg/L</b>			
<b>2023</b> Regular Commercial	per pound		0.550
<b>2024</b> Regular Commercial inc Malmstrom AFB, Black Eagle, & MaltEurop	per pound		0.605

**WASTEWATER TREATMENT PLANT (WWTP)**

**Industrial Discharge Permit Application Fees**

(Based upon Wastewater Discharge Quantity)

Gallons per Day (GPD)

	0 to 10,000	10,001 to 25,000	25,001 to 100,000	Over 100,000	+PLUS	
<b>2023</b>	\$150	\$242	\$309	\$309	\$91	per 100,000 GPD, or portion thereof
<b>2024</b>	\$165	\$266	\$340	\$340	\$100	

**Hauled Waste Disposal Fees**

0 to 100 Gallons

<b>2023</b>	No Charge	Disposal of wastes from holding tanks of privately owned recreational vehicles must be discharged directly from the recreational vehicle and must not exceed 100 gallons.
<b>2024</b>	No Charge	Disposal of wastes from holding tanks of privately owned recreational vehicles must be discharged directly from the recreational vehicle and must not exceed 100 gallons.
<b>2023</b>	\$49.23	Per 1,000 gallons, or portion thereof, for hauled waste. A minimum charge for 1000 gallons will be levied for each load delivered.
<b>2024</b>	\$54.15	Per 1,000 gallons, or portion thereof, for hauled waste. A minimum charge for 1000 gallons will be levied for each load delivered.

**Additional Fees**

Additional fees may be charged for necessary testing prior to acceptance of wastes classified as non-domestic or industrial in nature.

Returned Payment Fee \$30 (includes returned checks and returned electronic payments).

Delinquent Penalty 1.5% after 30 days.

**CITY OF GREAT FALLS, MONTANA  
Resolution 10537, Appendix A  
Current Rates vs. Proposed Rates**

**CONNECTION FEES  
WATER**

		Water Service Line Size (inches)							
		3/4"	1"	1.5"	2"	4"	6"	8"	12"
2023		\$599	\$665	\$809	\$875	\$1,690	\$2,618	\$4,377	\$8,775
2024		\$689	\$765	\$930	\$1,007	\$1,943	\$3,011	\$5,034	\$10,091

Fee shall be ADDED TO: General Plumbing Permit for extension to new buildings; or, Inspection Permits for larger diameter pipe.

**SEWER**

Single Family Residential

2023	\$303
2024	\$333

Commercial & Multi Family Units

		Water Service Line Size (inches)							
		3/4"	1"	1.5"	2"	4"	6"	8"	12"
2023		\$303	\$565	\$1,110	\$2,328	\$7,996	\$11,555	\$17,725	\$34,101
2024		\$333	\$622	\$1,221	\$2,561	\$8,795	\$12,710	\$19,497	\$37,511

Connection Fees are for connection of service line to WATER AND SEWER mains, and do not include installation or general plumbing permits. There is no fee to connect to the STORM SEWER SYSTEM.  
Call City of Great Falls Community Development for more information @ 406-453-8430

Inspections and the associated fees are for the inspection and approval of all water and sewer service work and connections under OCCGF, Title 13. Call City of Great Falls Engineering for more information @ 406-771-1258

Where one meter serves one multi-purpose development, either mobile home, multiple family housing units, local business, commercial, industrial, residential use zones or variance, the connection charge will be based upon the size of the water tap. If there is no water tap, the charge will be based upon the the sewage being discharged on the same ratio as for other sewer connections.

**TAPPING FEES (Water)**

Fee for any new or replacement tap being made on a water main.

		Water Service Line Size (inches)							
		3/4"	1"	1.5"	2"	4"	6"	8"	12"
Fee per Tap:	2023	\$685	\$775	\$1,260	\$1,740	\$605	\$631	\$658	\$708
1 to 5 taps	2024	\$788	\$891	\$1,449	\$2,001	\$696	\$726	\$756	\$814
Fee per Tap:	2023	\$600	\$700	\$1,260	\$1,740				
6 or more taps	2024	\$690	\$805	\$1,449	\$2,001				

INCLUDED in this fee is installation of a corporation stop on the main, and furnishing of corporation stop, curb stop and box. NOT INCLUDED, and to be BILLED EXTRA, is the cost of saddles, clamps and other extraneous fitting required for the tap.

**WATER TREATMENT PLANT (WTP)**

Laboratory Fees (no change)

		Akalinity	Hardness	pH	Total Coliform & E. coli. P/A	Turbidity	HPC	Ammonia, Free	Chlorine, Free Residual	Chlorine, Total Residual	Non-Compliance TOC Test	Trip Fee <small>(contractors that schedule testing and aren't ready when lab techs show up to sample)</small>
2023		\$24.20	\$31.35	\$13.20	\$26.40	\$15.40	\$49.50	\$22.28	\$13.75	\$15.40	\$33.00	\$27.50
2024		\$24.20	\$31.35	\$13.20	\$26.40	\$15.40	\$49.50	\$22.28	\$13.75	\$15.40	\$33.00	\$27.50

**TURN ON/OFF**

First Offense:	2023	\$75	After Hours, First Offense:	2023	\$100
	2024	\$75		2024	\$100
Reoccurrence for Non-Pay:	2023	\$150	After Hours, Reoccurrence for Non-Pay:	2023	\$200
	2024	\$150		2024	\$200

2023 - Shut off fees for disconnection will be charged if the account is not paid in full by 5 pm on the day prior to shut off, regardless of whether or not the services are disconnected.  
2024 - Shut off fees for disconnection will be charged if the account is not paid in full by 4 pm on the day prior to shut off, regardless of whether or not the services are disconnected.

**CITY OF GREAT FALLS, MONTANA**  
**Resolution 10537, Appendix A**  
**Current Rates vs. Proposed Rates**  
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**Storm Drain**

Storm Drain charges include a base charge and a per square foot charge determined by land use designation.

	<b>Service Charge</b>
<b>2023</b>	2.2319436433
<b>2024</b>	2.5667351898

<b>A</b>	<b>Single Family Residential</b>	<b>Sq Ft Cap</b>	<b>15,000</b>
<b>2023</b>	Per Sq Ft	0.0006695831	
<b>2024</b>	Per Sq Ft	0.0007700206	
<b>B</b>	<b>Multiple Residential</b>	<b>Sq Ft Cap</b>	<b>0</b>
<b>2023</b>	Per Sq Ft	0.0008369789	
<b>2024</b>	Per Sq Ft	0.0009625257	
<b>C</b>	<b>Commercial</b>	<b>Sq Ft Cap</b>	<b>0</b>
<b>2023</b>	Per Sq Ft	0.0010880726	
<b>2024</b>	Per Sq Ft	0.0012512835	
<b>D</b>	<b>Heavy Commercial</b>	<b>Sq Ft Cap</b>	<b>0</b>
<b>2023</b>	Per Sq Ft	0.0015065620	
<b>2024</b>	Per Sq Ft	0.0017325463	
<b>E</b>	<b>Unimproved Areas</b>	<b>Sq Ft Cap</b>	<b>10,000</b>
<b>2023</b>	Per Sq Ft	0.0001673958	
<b>2024</b>	Per Sq Ft	0.0001925051	



**2024 UTILITY 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	29		

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				

May						
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	

June						
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
2/12/2024	STAFF DISCUSSION RE: SANITATION RATE REVIEW	Finance / Public Works
2/14/2024	STAFF DISCUSSION RE: UTILITY RATE REVIEW FOR WATER, SEWER, AND STORM DRAIN	Finance / Public Works
	STAFF PRESENTATION TO CITY MANAGER City Manager's Office	City Manager Finance / Public Works
4/2/2024	PRESENTATION OF RATE ANALYSIS FOR WATER, SEWER, STORM DRAIN, AND SANITATION City Commission Work Session	Finance / Public Works Commission
4/2/2024	SET PUBLIC HEARINGS City Commission Meeting	Finance / Public Works Commission
4/10/2024	WEEK 2 PUBLIC NOTICE INSERTED IN UTILITY BILLS, EMAIL SENT TO EBILL CUSTOMERS	Finance Finance
4/14/2024	1st PUBLICATION OF NOTICES IN GF TRIBUNE (Water, Sewer, and Storm Drain)	Great Falls Tribune
4/17/2024	WEEK 3 PUBLIC NOTICE INSERTED IN UTILITY BILLS, EMAIL SENT TO EBILL CUSTOMERS	Finance Finance
4/21/2024	2nd PUBLICATION OF NOTICES IN GF TRIBUNE (Water, Sewer, and Storm Drain)	Great Falls Tribune
4/24/2024	WEEK 4 PUBLIC NOTICE INSERTED IN UTILITY BILLS, EMAIL SENT TO EBILL CUSTOMERS	Finance Finance
4/28/2024	3rd PUBLICATION OF NOTICE IN GF TRIBUNE (Water, Sewer, and Storm Drain) 1st PUBLICATION OF NOTICE IN GF TRIBUNE (Sanitation)	Great Falls Tribune
5/1/2024	WEEK 1 PUBLIC NOTICE INSERTED IN UTILITY BILLS, EMAIL SENT TO EBILL CUSTOMERS	Finance Finance
5/5/2024	2nd PUBLICATION OF NOTICE IN GF TRIBUNE (Sanitation)	
5/7/2024	PUBLIC HEARINGS/FINAL ACTION City Commission Meeting	Finance / Public Works Commission
6/1/2024	EFFECTIVE DATE FOR RATE INCREASES FOR SANITATION, WATER, SEWER, AND STORM DRAIN	Finance





Commission Meeting Date: May 7, 2024

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution 10538 Establishing Residential and Commercial Sanitation Service Collection Rates Effective June 1, 2024

**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:** Conduct Public Hearing

**Public Hearing:**

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

**Suggested Motion:**

1. Commissioner moves:
 

“I move that the City Commission (adopt/deny) Resolution 10538 establishing residential and commercial sanitation service collection rates effective June 1, 2024.”
2. Mayor requests a second to the motion, 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 June 1, 2024.

**Background:** Each year, staff reviews and analyzes the financing requirements of the Sanitation Fund to ensure the City has adequate funding for day to day operations, equipment, and emergencies. OCCGF 8.8.230 requires the Commission 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, 2023. 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 standard residential and commercial service collection rates by 5%. A regular residential bill would increase \$.83, from \$16.50 to \$17.33 per month. The senior rate would increase \$.58, from

\$11.55 to \$12.13 per month. A commercial 3 yard container would increase \$4.00, from \$80.00 to \$84.00 per month. Some charges will increase slightly more than 5% due to increased cost of service. 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 June 1, 2024	Increase Amount
Regular Residential	\$16.50	\$17.33	\$.83
Senior Citizen	\$11.55	\$12.13	\$.58
Commercial 3 Yard	\$80.00	\$84.00	\$4.00
Cardboard Recycling	\$24.00	\$25.00	\$1.00
Vacant Business	\$6.00	\$7.00	\$1.00

Cardboard recycling would increase from \$24.00 to \$25.00 per month to cover the cost of the service, and vacant business once a month pick-ups would increase from \$6.00 to \$7.00 per month to cover the cost of the service. Commercial fees would increase by 5% to cover the cost of the service. 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, unknown but likely higher fuel costs, and a 4.75% wage increase for employees are the most significant drivers for a rate increase.

The cost of fuel remains stable and it is projected that the prices will increase as we continue to move towards spring and summer seasons. In FY 2022, the City paid \$329,553.55 for fuel. In FY 2023, the fuel cost decreased by \$37,823.99. In FY 2024, it is projected fuel costs will be very close to FY 2023; however, due to fuel being 6% of the total budget of the Sanitation Fund, and the uncertainty of future fuel costs, at least a 5% (\$14,586) increase in fuel is projected for FY 2025.

Landfill fees continue to rise. Landfill rates change on January 1 of each year, not July 1. City Sanitation paid \$1,185,759.90 for 38,462 tons in FY 2023. The first 6 months were charged at \$30.31 per ton and the last 6 months were charged at \$32.43 per ton. In FY 2024, City Sanitation will pay \$32.43 per ton for the first 6 months and \$33.44 for the last 6 months. City Sanitation projects a total of \$1,208,647.00 for FY 2025 for landfill fees. This represents an estimated increase of \$35,541.00.

The Sanitation Division is scheduled to replace two residential side loaders and one commercial side loader. The two side loaders being replaced are model year 2016 and have 15,269 hrs (Unit #908) and 9,845 hrs (Unit #923) of operation. The commercial unit is a 2013 model year with 12,063 hrs (Unit #917) of operation. The residential units are expected to cost \$453,740 each. In 2016, the city paid \$259,650 for each of these units. The commercial unit is expected to cost \$391,760. In 2013, the city paid \$206,901.00 for the commercial unit. The cost of these units has increased significantly in the last decade.

**Alternatives:** The City Commission could choose to deny Resolution 10538. 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 10538

Current versus Proposed Rates  
Public Notice for Publication  
Rate Review Calendar

**RESOLUTION 10538**  
**A RESOLUTION ESTABLISHING RESIDENTIAL AND COMMERCIAL**  
**SANITATION SERVICE COLLECTION RATES EFFECTIVE JUNE 1, 2024**

**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, May 7, 2024, 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><b>RESIDENTIAL</b></u>	<u><b>RATES</b></u>
Single Family Home	\$17.33
Duplex (\$17.33 per unit)	\$34.66
Triplex (\$17.33 per unit)	\$51.99
Additional 96 Gallon	\$9.82
Senior Citizen	\$12.13
<b>Extra Pickup</b>	
96 Gallon	\$20.00
300 Gallon	\$30.00
plus extra's - per minute	\$10.00

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 @ \$10.00 per minute if it takes longer than 2 minutes to load the material.

<b>Special Pickup</b>	
Large appliances	\$23.00
Large appliances with Freon	\$70.00

**Special Services – Dumpster Cleaning**

Residential Dumpster	\$20.00
Commercial Dumpster	\$60.00
Compactors/Receiver Box	\$120.00

**COMMERCIAL**

96 Gallon	\$29.00
300 Gallon Commercial	\$35.00
1.5 yard	\$49.00
2 yard	\$59.00
3 yard	\$84.00
4 yard	\$112.00
6 yard	\$167.00
8 yard	\$221.00
Card Board Recycling	\$25.00
Vacant business **once a month pick-up	\$7.00

**DROP BOX** (per pick-up)

3 yard construction dumpster (plus rental fees)	\$67.00
6 yard construction dumpster (plus rental fees)	\$150.00
10 yard concrete dumpster (plus rental and disposal)	\$213.00
20 yard construction dumpster (plus rental fees)	\$380.00
30 yard construction dumpster (plus rental fees)	\$427.00
40 yard construction dumpster (plus rental fees)	\$470.00
30 yard compacted (plus disposal charge)	\$270.00
40 yard compacted (plus disposal charge)	\$270.00
Flat Rate Surcharge (over weight containers)	\$133.00
Dry Run Fee	\$63.00

**Per Day Rental Fees** \$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.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 7<sup>th</sup> day of May, 2024.

\_\_\_\_\_  
Corey Reeves, Mayor

ATTEST:

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

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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David Dennis, City Attorney

**RESIDENTIAL AND COMMERCIAL SANITATION COLLECTION RATES  
CURRENT VS PROPOSED RATES  
EFFECTIVE JUNE 1, 2024**

<u>RESIDENTIAL</u>	<u>CURRENT</u>	<u>PROPOSED</u>	
per month			
Single Family Home	\$16.50	\$17.33	
Duplex (\$17.33 per unit)	\$33.00	\$34.66	
Triplex (\$17.33 per unit)	\$45.00	\$51.99	
Additional 96 Gallon	\$9.35	\$9.82	
Senior Citizen	\$11.55	\$12.13	
<b>Extra Pickup</b>			
96 Gallon	\$16.50	\$20.00	
300 Gallon	\$21.00	\$30.00	
plus extra's - per minute	\$8.00	\$10.00	
<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 @ \$10.00 per minute if it takes longer than 2 minutes to load the material.</i>			
<b>Special Pickup</b>			
Large appliances	\$22.00	\$23.00	
Large appliances-with Freon	\$66.00	\$70.00	
<b>Special Services - Dumpster Cleaning</b>			
Residential Dumpster	\$16.50	\$20.00	
Commercial Dumpster	\$55.00	\$60.00	
Compactors/Receiver Box	\$110.00	\$120.00	
<u>COMMERCIAL</u>			
per month			
96 Gallon	\$27.60	\$29.00	
300 Gallon Commercial	\$33.00	\$35.00	
1.5 yard	\$46.70	\$49.00	
2 yard	\$55.80	\$59.00	
3 yard	\$80.00	\$84.00	
4 yard	\$106.70	\$112.00	
6 yard	\$158.70	\$167.00	
8 yard	\$210.80	\$221.00	
Card Board Recycling	\$24.00	\$25.00	
Vacant business **once a month pick-up	\$6.00	\$7.00	
<u>DROP BOX</u>			
per pick-up			
3 yard construction dumpster (plus rental fees)	\$64.00	\$67.00	
6 yard construction dumpster (plus rental fees)	n/a	\$150.00	
8 yard construction dumpster (plus rental fees)	n/a	\$180.00	
10 yard concrete dumpster (plus rental & disposal)	\$203.00	\$213.00	
20 yard construction dumpster (plus rental fees)	\$362.00	\$380.00	
30 yard construction dumpster (plus rental fees)	\$407.00	\$427.00	
40 yard construction dumpster (plus rental fees)	\$447.00	\$470.00	
30 yard compacted (plus disposal charge)	\$257.00	\$270.00	
40 yard compacted (plus disposal charge)	\$257.00	\$270.00	
Flat Rate Surcharge (over weight containers)	\$126.00	\$133.00	
Dry Run Fee	\$60.00	\$63.00	
<b>Per Day Rental Fees</b>	\$2.00	\$2.00	no change
 <i>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.</i>			
<b>Additional Fees</b>			
Delinquent Penalty 1.5% after 30 days.			

Attention Legal Ads:

## NOTICE OF PUBLIC HEARING

Notice is hereby given that Resolution No. 10538 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 June 1, 2024” 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, May 7, 2024, 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](mailto:commission@greatfallsmt.net) before 12:00 PM on Tuesday, May 7, 2024. 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

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DO NOT PUBLISH BELOW THIS LINE:

Publication date:     April 28, 2024  
                              May 5, 2024





**2024 UTILITY 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	29		

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				

May						
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	

June						
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
2/12/2024	STAFF DISCUSSION RE: SANITATION RATE REVIEW	Finance / Public Works
2/14/2024	STAFF DISCUSSION RE: UTILITY RATE REVIEW FOR WATER, SEWER, AND STORM DRAIN	Finance / Public Works
	STAFF PRESENTATION TO CITY MANAGER City Manager's Office	City Manager Finance / Public Works
4/2/2024	PRESENTATION OF RATE ANALYSIS FOR WATER, SEWER, STORM DRAIN, AND SANITATION City Commission Work Session	Finance / Public Works Commission
4/2/2024	SET PUBLIC HEARINGS City Commission Meeting	Finance / Public Works Commission
4/10/2024	WEEK 2 PUBLIC NOTICE INSERTED IN UTILITY BILLS, EMAIL SENT TO EBILL CUSTOMERS	Finance Finance
4/14/2024	1st PUBLICATION OF NOTICES IN GF TRIBUNE (Water, Sewer, and Storm Drain)	Great Falls Tribune
4/17/2024	WEEK 3 PUBLIC NOTICE INSERTED IN UTILITY BILLS, EMAIL SENT TO EBILL CUSTOMERS	Finance Finance
4/21/2024	2nd PUBLICATION OF NOTICES IN GF TRIBUNE (Water, Sewer, and Storm Drain)	Great Falls Tribune
4/24/2024	WEEK 4 PUBLIC NOTICE INSERTED IN UTILITY BILLS, EMAIL SENT TO EBILL CUSTOMERS	Finance Finance
4/28/2024	3rd PUBLICATION OF NOTICE IN GF TRIBUNE (Water, Sewer, and Storm Drain) 1st PUBLICATION OF NOTICE IN GF TRIBUNE (Sanitation)	Great Falls Tribune
5/1/2024	WEEK 1 PUBLIC NOTICE INSERTED IN UTILITY BILLS, EMAIL SENT TO EBILL CUSTOMERS	Finance Finance
5/5/2024	2nd PUBLICATION OF NOTICE IN GF TRIBUNE (Sanitation)	
5/7/2024	PUBLIC HEARINGS/FINAL ACTION City Commission Meeting	Finance / Public Works Commission
6/1/2024	EFFECTIVE DATE FOR RATE INCREASES FOR SANITATION, WATER, SEWER, AND STORM DRAIN	Finance



Commission Meeting Date: May 7, 2024

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Public Hearing - Resolution 10541 and Resolution 10542 – Request from the Downtown Development Partnership (DDP) to use Downtown Urban Renewal District Tax Increment Financing (TIF) funds to assist with the cost of DDP operations

**From:** Lonnie Hill, Deputy Director, Planning and Community Development

**Initiated By:** Downtown Development Partnership (DDP)

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

**Action Requested:** Adopt Resolution 10541 to allow the use of up to \$110,750 in Downtown Urban Renewal District Tax Increment Financing funds to assist DDP operating costs for fiscal year 2024 and Resolution 10542 to allow the use of up to \$117,450 in Downtown Urban Renewal District Tax Increment Financing funds to assist DDP operating costs for fiscal year 2025, and approve the Tax Increment Contribution Agreement.

**Public Hearing:**

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

**Suggested Motions:**

1. Commissioner moves:
 

“I move that the City Commission (adopt/deny) Resolution 10541 to allow the use of up to \$110,750 in Downtown Urban Renewal District Tax Increment Financing funds to assist DDP operating costs for fiscal year 2024, and (approve/deny) the Tax Increment Contribution Agreement.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
3. Commissioner moves:
 

“I move that the City Commission (adopt/deny) Resolution 10542 to allow the use of up to \$117,450 in Downtown Urban Renewal District Tax Increment Financing funds to assist DDP operating costs for fiscal year 2025, and (approve/deny) the Tax Increment Contribution Agreement.”
4. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

**Staff Recommendation:** Staff recommends adoption of Resolution 10541 and Resolution 10542 and approval of the Tax Increment Contribution Agreement.

**Summary:** The Downtown Development Partnership of Great Falls (DDP) serves as the coordinating body for downtown development. DDP members include NeighborWorks Great Falls, the Great Falls Development Authority, the Great Falls Business Improvement District, the Downtown Great Falls Association, the City of Great Falls, Great Falls Public Schools, the Great Falls Area Chamber of Commerce, Neighborhood Council #7, the City of Great Falls Parking Advisory Commission and Historic Preservation Advisory Commission, Cascade County, and other downtown advocates. Just one of many elements of the DDP's activities is acting as the recommending body to the City Commission for Downtown Urban Renewal District TIF requests. For final action, the City Commission reviews the DDP recommendation and approves or rejects TIF funding requests. In this case, the DDP is not the recommending party, but rather the applicant for TIF funds. The request for TIF funding was approved and documented in the minutes of the March 27, 2024 meeting of the Downtown Development Partnership.

**Applicant's Request:**

**FY 2024** - The applicant requests a total of **\$110,750 for fiscal year 2024**.

For fiscal year 2024, the Downtown Development Partnership requests \$18,250 in DDP operating support which includes \$500 for membership in the International Downtown Association, \$2,500 for enhancements to the Explore Downtown Great Falls website, \$4,000 in advertising, \$11,000 for learning through participation in the National Main Street Center annual training event, the annual Montana Downtown Conference, and online webinars, and up to \$250 for miscellaneous operating expenses.

Additionally, the Downtown Development Partnership requests TIF funds to pay for 50% of the direct costs of Downtown Business Development Officer, a GFDA full time employee. This amounts to \$34,000 in salary and \$6,000 in benefits; total \$40,000. The BID and GFDA will pay the remaining 50% of direct costs, each paying 25%, and GFDA will pay 100% of the associated costs.

Lastly, the Downtown Development Partnership requests \$52,500 in DDP project support: \$50,000 for the ArtsFest Montana 2023; and, \$2,500 for the Downtown Traffic Box Art Project.

**FY 2025** - The applicant requests a total of **\$117,450 for fiscal year 2025**.

For fiscal year 2025, the Downtown Development Partnership requests \$20,250 in DDP operating support which includes \$500 for membership in the International Downtown Association, \$2,500 for enhancements to the Explore Downtown Great Falls website, \$5,000 in advertising, \$12,000 for learning through participation in the National Main Street Center annual training event, the annual Montana Downtown Conference, and online webinars, and up to \$250 for miscellaneous operating expenses.

Additionally, the Downtown Development Partnership requests TIF funds to pay for 50% of the direct costs of Downtown Business Development Officer, a GFDA full time employee. This amounts to \$38,000 in salary and \$6,700 in benefits; total \$44,700. The BID and GFDA will pay the remaining 50% of direct costs, each paying 25%, and GFDA will pay 100% of the associated costs. The DBDO primary duties include visiting existing businesses to identify opportunities and challenges, identifying businesses and real estate developers that would be good targets to attract to downtown, business development services, downtown investment marketing efforts, and coordination with downtown partners. This position is not

an employee of the City of Great Falls, but rather employed by Great Falls Development Authority. The DDP has provided a report of the DBDO’s activities during this time frame and is provided as *Attachment B - DDP Downtown Business Development Officer Report FY23*.

Lastly, the Downtown Development Partnership \$52,500 in DDP project support: \$50,000 for the ArtsFest Montana 2024; and, \$2,500 for the Downtown Traffic Box Art Project.

**Previous DDP Requests:**

**FY 2023 - The City Commission approved \$100,625 for fiscal year 2023.**

Beginning in fiscal year 2023 the DDP requested \$47,475 for ArtsFest MONTANA 2022. The estimated cost associated with each artist participating in ArtsFest is between \$7,550 and \$10,550. The DDP requested TIF funds to cover approximately 50% of the costs for all artists.

The fiscal year 2023 application included a request of \$34,000 to pay for 50% of the direct costs of the Downtown Business Development Officer (DBDO). The Business Improvement District (BID) and the Great Falls Development Authority (GFDA) split the remaining 50% of direct costs.

The DDP also requested \$17,150 in operating support, which included \$500 for membership in the International Downtown Association, \$5,000 for enhancements to the Explore Downtown Great Falls website, \$2,850 in advertising, \$8,200 for participation in the National Mainstreet Center trainings and webinars, and up to \$250 for miscellaneous operating expenses.

**2023 Reimbursements**

<i>ArtsFest MONTANA 2022:</i>	<i>\$47,475.00</i>
<i>Downtown Business Development Officer Salary:</i>	<i>\$28,460.43</i>
<i>International Downtown Association Conference:</i>	<i>\$7190.14</i>
<i>International Downtown Association Membership:</i>	<i>\$500.00</i>
<i>Journal Communications Advertising:</i>	<i>\$2,895.00</i>
<i>Traffic Signal Box Art:</i>	<i>\$2,000.00</i>
<i>Total Reimbursement</i>	<i>\$93,697.07</i>

**FY 2022 - The City Commission approved \$53,884 for fiscal year 2022.**

The fiscal year 2022 application included a request of \$31,234 to pay for 50% of the direct costs of the Downtown Business Development Officer (DBDO). The Business Improvement District (BID) and the Great Falls Development Authority (GFDA) split the remaining 50% of direct costs. The DBDO primary duties include visiting existing businesses to identify opportunities and challenges, identifying businesses and real estate developers that would be good targets to attract to downtown, business development services, downtown investment marketing efforts, and coordination with downtown partners. This position is not an employee of the City of Great Falls, but rather employed by Great Falls Development Authority.

The DDP also requested \$14,650 in operating support, which includes \$500 for membership in the International Downtown Association, \$2,500 for enhancements to the Explore Downtown Great Falls website, \$2,850 in advertising, \$8,600 for participation in the National Mainstreet Center trainings and webinars, and up to \$200 for miscellaneous operating expenses. Lastly, the DDP requested \$8,000 for

project support. This includes \$6,500 for the completion of the Great Falls Wayfinding Plan and \$1,500 for the Downtown Traffic Box Art Project.

**2022 Reimbursements**

<i>Downtown Business Development Officer Salary:</i>	\$31,234
<i>International Downtown Association Conference:</i>	\$5,190
<i>International Downtown Association Membership:</i>	\$335
<i>Livability Publication:</i>	\$2,895
<i>Traffic Signal Box Art:</i>	\$1,500
<i>Wayfinding Plan:</i>	\$6,500
<hr/>	
<i>Total Reimbursement</i>	\$47,604.01

**Montana TIF Regulations:** Creation and administration of Tax Increment Financing (TIF) Districts is governed by the Montana State Urban Renewal statutes. (Title 7, Chapter 15, Parts 42 and 43, MCA). The applicant has requested TIF funds under the following provisions:

*7-15-4288. Costs that may be paid by the tax increment financing. The tax increments may be used by the local government to pay the following costs of or incurred in connection with an urban renewal area or targeted economic development district as identified in the urban renewal plan or targeted economic development district comprehensive development plan:*

*(7) Administrative costs associated with the management of the urban renewal area or targeted economic development district;*

**Consistency with State Statute:** In 2012, the City Commission adopted Ordinance 3088 to adopt the Downtown Urban Renewal Plan (DURP), which provides guidance to identify projects that are eligible for the expenditure of TIF funds. The DURP references the Downtown Master Plan (DMP), which outlines 82 strategies to provide a comprehensive framework for the redevelopment of the downtown core. Of those strategies, the applicant’s TIF funding request for operational costs fulfills the DMP goal to identify and support an organization to lead and champion Downtown revitalization. The DDP was created to fill this role and has been successful in fostering new development and redevelopment downtown and implementing the goals, objectives and strategies identified in the DMP. Further, the DURP lists goals of Identifying and attracting high paying employers and jobs to Downtown and supporting existing and attracting new commercial and retail business downtown. These are the primary duties of the DBDO. As a result, the applicant’s request is in compliance with MCA 7-15-4288 (7) - Administrative Costs.

**Consistency with Local Criteria:** To aid in the local evaluation of TIF funding requests, the City’s Application and Process for Tax Increment Financing Funds establishes twelve specific criteria to be considered in assessing the merits of a project in relation to the Downtown Urban Renewal Plan. Staff finds that the applicant’s request fulfills Criteria 6 and 8 outlined in the City of Great Falls Application and Process for Tax Increment Financing Funds. The full document is included in ‘Attachment D.’

**Criteria for Review:**

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

**Staff Commentary:** Unlike in the City’s other TIF districts, the DDP provides invaluable partner assistance to the City in implementing the goals and projects contained within the adopted Downtown Urban Renewal Plan. Providing annual funding to the DDP is a unique opportunity not found in other TIF districts to support a partner organization to implement revitalization efforts that clearly benefit the City as well as larger community as a whole. In addition, the DBDO fulfills multiple specific goals and objectives of the DURP related to job and business recruitment and retention.

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

**Staff Commentary:** As noted in the applicant’s request, the DDP has very limited funding options to support the organization’s operational expenses. The DDP prefers to use grant funding for projects that have an impact on the physical development of downtown. As a result, it is beneficial to augment member dues with TIF funding to cover organizational expenses such as memberships, training, and web site development.

**Conclusion and Determination of Appropriateness:** As outlined in the sections above, the proposed request from DDP is eligible for TIF funding according to Montana Code Annotated (MCA) 7-15-4288(7). Additionally, the request aligns with the strategies listed within the Downtown Urban Renewal Plan (DURP) and Downtown Master Plan (DMP), and fulfills Criteria 6 and 8 set forth in the City of Great Falls Application and Process for Tax Increment Financing Funds. Covering the requested expenses with the requested TIF funds allows the DDP to invest most of its partner contributions towards downtown revitalization projects identified within their application and within the Downtown Master Plan (DMP).

**Fiscal Impact:** The City’s Downtown TIF has a current cash balance of \$4,632,890 and outstanding obligations of \$3,817,846. Of those outstanding obligations, approximately \$2,558,443 are expected to be paid out within one year. The TIF receives approximately \$2,000,000 annually of tax increment revenue. As a result, adequate funding is available in the TIF district to fulfill the request.

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

**Concurrences:** Representatives from the City’s Legal Department as well as the City’s outside Legal Counsel have determined the request to be eligible for TIF funding.

**Attachments/Exhibits:**

- Resolution 10541
- Resolution 10542
- Tax Increment Contribution Agreement
- Attachment A - DDP TIF Application
- Attachment B - DDP Downtown Business Development Officer Report FY23
- Attachment C - Downtown TIF Map
- Attachment D - City of Great Falls Application and Process for Tax Increment Financing Funds

RESOLUTION 10541

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

\* \* \* \* \*

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

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

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

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

**WHEREAS**, the Downtown Development Partnership is a non-profit corporation created for the purpose of revitalizing Downtown Great Falls, with the specific mission to promote, stimulate and effect community and economic development; forge alliances that recruit new businesses and development; provide access to financing to support development; support the implementation of the City's Downtown Master Plan; and cooperate with other organizations to support Downtown development in Great Falls and throughout the State of Montana.

**WHEREAS**, City Staff has assessed the merits of the projects in relation to the goals and objectives of the Downtown Master Plan, evaluated the project based on the evaluation criteria, and determined that expenditure of TIF funds in the amount of \$110,750 for the purpose of paying for the operating costs of the Downtown Development Partnership for fiscal year 2024 to support economic development, especially in the Downtown Urban Renewal District.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Great Falls, Montana, that the City approve the request to expend Great Falls Downtown Urban Renewal Tax Increment (TIF) District Funds for the purpose of paying for the operating costs of the Development Partnership for fiscal year 2024.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, May 7, 2024.

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

ATTEST:

\_\_\_\_\_  
Lisa Kunz, City Clerk  
(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

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



RESOLUTION 10542

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

\* \* \* \* \*

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

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

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

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

**WHEREAS**, the Downtown Development Partnership is a non-profit corporation created for the purpose of revitalizing Downtown Great Falls, with the specific mission to promote, stimulate and effect community and economic development; forge alliances that recruit new businesses and development; provide access to financing to support development; support the implementation of the City's Downtown Master Plan; and cooperate with other organizations to support Downtown development in Great Falls and throughout the State of Montana.

**WHEREAS**, City Staff has assessed the merits of the projects in relation to the goals and objectives of the Downtown Master Plan, evaluated the project based on the evaluation criteria, and determined that expenditure of TIF funds in the amount of \$117,450 for the purpose of paying for the operating costs of the Downtown Development Partnership for fiscal year 2025 to support economic development, especially in the Downtown Urban Renewal District.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Great Falls, Montana, that the City approve the request to expend Great Falls Downtown Urban Renewal Tax Increment (TIF) District Funds for the purpose of paying for the operating costs of the Development Partnership for fiscal year 2025.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, May 7, 2024.

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

ATTEST:

\_\_\_\_\_  
Lisa Kunz, City Clerk  
(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

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

**TAX INCREMENT CONTRIBUTION AGREEMENT**

THIS TAX INCREMENT CONTRIBUTION AGREEMENT dated \_\_\_\_\_, 2024 (hereinafter known as the “**Agreement**”), between the CITY OF GREAT FALLS, a municipal corporation of the State of Montana (the “**City**”), and the DOWNTOWN DEVELOPMENT PARTNERSHIP OF GREAT FALLS, INC., a Montana non-profit corporation (the “**Partnership**”).

WITNESSETH:

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

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

WHEREAS, the Partnership is a non-profit corporation created for the purpose of revitalizing Downtown Great Falls, with the specific mission to promote, stimulate and effect community and economic development; forge alliances that recruit new businesses and development; provide access to financing to support development; support the implementation of the City’s Downtown Master Plan; and cooperate with other organizations to support Downtown development in Great Falls and throughout the State of Montana.

WHEREAS, the Partnership has requested that the City contribute funds toward the annual operating costs of the Partnership (the “**Contribution**”) for fiscal year 2024 and 2025; and

WHEREAS, the Partnership submitted an application with respect to the Contribution; and

WHEREAS, the City has determined that it is appropriate to make the Contribution from tax increment generated from the District, subject to the terms and conditions set forth in this Agreement; and

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

Section 1. Definitions; Rules of Interpretation; Exhibits.

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

**“Act”** has the meaning given to it in the recitals.

**“Agreement”** means this Tax Increment Contribution Agreement, including any amendment hereof or supplement hereto entered into in accordance with the provisions hereof.

**“City”** means the City of Great Falls, Montana, or any successors to its functions under this Agreement.

**“Commission”** means the City Commission or any successor governing body of the City, however denominated by statute.

**“Contribution”** has the meaning given to it in the recitals.

**“Department of Revenue”** means the State of Montana Department of Revenue.

**“District”** has the meaning given to it in the recitals.

**“Fiscal Year”** means the period commencing on the first day of July of any year and ending on the last day of June of the next calendar year, or any other twelve-month period authorized by law and specified by the Commission as the City’s fiscal year.

**“Incremental Taxable Value”** means the amount, if any, by which the Actual Taxable Value, as of the date of reference, exceeds the Base Taxable Value.

**“Indemnified Parties”** has the meaning given to it in Section 7 hereof.

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

**“Partnership”** has the meaning given to it in the preamble.

**“Plan”** has the meaning given to it in the recitals.

**“State”** means the State of Montana.

**“Tax Increment”** means the amount received by the City pursuant to the Act from the extension of levies of Taxes against the Incremental Taxable Value of the Taxable Property and will include all payments in lieu of Taxes or beneficial use taxes attributable to the Incremental Taxable Value.

**“Taxable Property”** means all real and personal property located in the District and subject to Taxes.

**“Taxes”** means all taxes levied on an ad valorem basis by any Taxing Jurisdiction against the Taxable Property and includes all payments in lieu of taxes or beneficial use taxes received by the City with respect to the Incremental Taxable Value of the Taxable Property.

**“Taxing Jurisdiction”** means the State, the City, any school district, local government, municipal corporation, political subdivision or other government entity that levies, during any Fiscal Year during which the tax increment provision of the District is effective under the Act, ad valorem taxes against real or personal property in the District.

## 1.2. Rules of Interpretation.

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

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

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

## Section 2. Representations.

### 2.1. City Representations. The City hereby represents as follows:

(a) Pursuant to the Act, and after public hearing duly called and held, the City by the Ordinance has duly created the District.

(b) The City is authorized by law to enter into this Agreement and to carry out its obligations hereunder.

(c) Pursuant to the Act and the Ordinance, the City approved this use of Tax Increment to pay the Contribution, subject to the terms and conditions set forth in this Agreement.

(d) The State Department of Revenue has advised the City that as of January 1, 2012 the Base Taxable Value of the District was \$3,643,698.

2.2. Partnership Representations. The Partnership hereby represents as follows:

(a) The Partnership is a Montana non-profit corporation, duly formed, validly existing and in good standing under the laws of the State and is duly qualified to do business in the State. The Partnership has the power to enter into this Agreement and by all necessary corporate action has duly authorized the execution and delivery of this Agreement.

(b) The representations and warranties of the Partnership in its Application for City of Great Falls Tax Increment Financing (TIF) funds dated February 20, 2024 are true and correct as of the date hereof.

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

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

Section 3. Partnership's Undertakings.

3.1. Use of Contribution Funds. The Partnership hereby agrees and commits to the City that it will apply the Contribution funds toward the operating costs of the Partnership in accordance with the mission of the Partnership. Such funds will not be used for costs of liability and board insurance.

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

Section 4. Release, Indemnification and Insurance.

4.1. Release and Indemnification. The Partnership releases the City and all Commission members, officers, agents, servants and employees thereof (the "**Indemnified**

Parties”) from, and covenants and agrees to indemnify, defend and hold harmless the Indemnified Parties against, any loss, damage, cost (including reasonable attorneys’ fees), claim, demand, suit, action or other proceeding whatsoever (i) arising or purportedly arising out of, or resulting or purportedly resulting from, the operations of the Partnership or the use of the Contribution in connection therewith.

5.2 **Insurance.** Partnership shall purchase and maintain insurance coverage as set forth below. The insurance policy must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured and be written on a “primary— noncontributory basis, and on an occurrence, not a claims made basis.” Partnership will provide the City with applicable additional insured endorsement documentation substantially similar or identical to the example set forth below. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the State of Montana, with a minimum of “A.M. Best Rating” of A-, VI, as will protect the Partnership, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations of the Partnership. 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<br>(bodily injury and property damage) | \$1,000,000 per occurrence<br>\$2,000,000 aggregate |
| 2. | Products and Completed Operations                                   | \$2,000,000   |
| 3. | Automobile Liability  | \$1,000,000 combined single<br>limit                |
| 4. | Workers’ Compensation   | Not less than statutory limits                      |
| 5. | Employers’ Liability  | \$1,000,000   |

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

Additional Insured Endorsement Example:

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

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

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

*[remainder of page left intentionally blank]*



## Section 5. General Provisions.

5.1. Conflicts of Interest; City's Representatives Not Individually Liable. No member, officer, agent, servant or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Contribution, nor shall any such member, officer or employee participate in any decision relating to this Agreement that affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested. No member, officer or employee of the City shall be personally liable to Partnership in the event of any default under or breach of this Agreement by the City, or for any amount that may become due to Partnership for any obligation issued under or arising from the terms of this Agreement.

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

5.3. Injunction; Specific Performance. The parties hereto agree that, in the event of a breach of this Agreement by any party or its successors or assigns, the non-breaching party would suffer irreparable harm. Therefore, in the event any party or its successors or assigns fails to comply with the provisions of this Agreement, the parties expressly agree that the non-breaching party may pursue any remedy at law or in equity, including without limitation, the remedies of injunction and specific performance.

5.4. Limitation on City Liability. No agreements or provisions contained in this Agreement will give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers, or will obligate the City financially in any way except with respect to the Tax Increment. No failure of the City to comply with any term, condition, covenant or agreement herein will subject the City to liability for any claim for damages, costs or other financial or pecuniary charge except to the extent that the same can be paid or recovered from the Tax Increment; and no execution on any claim, demand, cause of action or judgment will be levied upon or collected from the general credit, general funds or taxing powers of the City (except as such constitute Tax Increment). Nothing herein will preclude a proper party in interest from seeking and obtaining specific performance against the City for any failure to comply with any term, condition, covenant or agreement herein; provided that no costs,

expenses or other monetary relief will be recoverable from the City except as may be payable from the Tax Increment.

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

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

If to the Partnership: Downtown Development Partnership of Great Falls, Inc.  
318 Central Avenue  
Great Falls, Montana 59401

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

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

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

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

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

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

5.11. Governing Law. This agreement and the legal relations between the parties hereto will be governed by and construed in accordance with the laws of the State of Montana, without giving effect to any choice of law statutes, rules, or principles.

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

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

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

CITY OF GREAT FALLS, MONTANA

By \_\_\_\_\_  
City Manager

Attest:

[CITY SEAL]

\_\_\_\_\_  
City Clerk

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
City Attorney

DOWNTOWN DEVELOPMENT PARTNERSHIP OF  
GREAT FALLS, INC.

\_\_\_\_\_  
Name:  
Title:

STATE OF MONTANA        )  
                                      : ss.  
County of Cascade        )

This instrument was acknowledged before me on \_\_\_\_\_, 2024 by  
\_\_\_\_\_ of Downtown Development Partnership of Great Falls, Inc., on  
behalf of said entity.

\_\_\_\_\_  
(NOTARIAL SEAL)

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

Project Name: Downtown Development Partnership of Great Falls Support

Date submitted: February 20, 2024

Name of TIF District: Downtown Urban Renewal District

**APPLICANT INFORMATION**

Name: Downtown Development Partnership of Great Falls

Address: 318 Central Avenue, Great Falls MT 59401

Telephone: (406) 727-5430

**DEVELOPMENT INFORMATION**

- 1. Building Address: Not applicable
- 2. Legal Description: Not applicable
- 3. Ownership: Not applicable
- Address: Not applicable
- 4. If property is not owned by the Applicant, list leasehold interest: *(Attach evidentiary materials)*.
  - Name: Not applicable
  - Address: Not applicable
- 5. Existing/Proposed Businesses: Downtown Development Partnership of Great Falls

**Business Description:**

The Downtown Development Partnership of Great Falls (DDP) serves as the coordinating body for downtown development, including employment and physical construction. DDP members include NeighborWorks Great Falls, the Great Falls Development Authority, the Great Falls Business Improvement District, the Downtown Great Falls Association, the City of Great Falls, Great Falls Public Schools, the Great Falls Area Chamber of Commerce, Neighborhood Council #7, the City of Great Falls Parking Advisory Commission and Historic Preservation Advisory Commission, Cascade County, and downtown advocates. Each of these organizations and leaders play a role in the development of downtown. Together, they form the DDP, where the whole is greater than the sum of its parts, meaning that their combined influence and planning capacity is better than would be expected from the individual parts, because the way they combine adds a different quality.

The mission of the DDP is to be the catalyst bringing together our community to revitalize Downtown Great Falls. Formed as a Montana non-profit with 501-c-3 status, the DDP works to:

- Promote, stimulate and effect community and economic development;
- Forge alliance that recruit new businesses and development;
- Provide access to financing to support development;
- Support the implementation of the City's Downtown Master Plan; and,
- Cooperate with other organizations to support Downtown development in Great Falls and throughout the State of Montana.

The DDP is organized around the principles of the National Main Street Program and has been designated as a fully accredited member, the highest level of membership in this national program. The Main Street Approach is a time-tested framework for community-driven, comprehensive revitalization. It is built on four points: Economic Vitality; Design; Promotion; and, Organization. The DDP has cost-effectively organized around these four points by utilizing the strengths of its members.

#### Economic Vitality

*Build a diverse economic base. Catalyze smart new investment. Cultivate a strong entrepreneurship ecosystem.*

The Great Falls Development Authority (GFDA) takes the lead on Economic Vitality. The GFDA leads economic development efforts downtown including its Brownfield redevelopment program, the Downtown revolving loan fund, business and entrepreneur coaching and training, and downtown business development efforts. In addition, GFDA invests \$2,500/year in the DDP and pays 25% of the direct costs of the Downtown Business Development Officer position, as well as 100% of the associated costs. The Business Improvement District pays 25% of the direct costs of the Downtown Business Development Officer and provides downtown office space.

#### Design

*Create an inviting, inclusive atmosphere. Celebrate historic character. Foster accessible, people-centered public spaces.*

The Great Falls Business Improvement District (BID) takes the lead on Design. The BID leads streetscape, façade improvements, safety, banners, sidewalks, trash receptacles, pedlets, flowers and many other efforts to enhance the downtown design. In addition, the BID invests \$1,500/year in the DDP.

#### Promotion

*Market the district's defining assets. Communicate unique features through storytelling. Support buy-local experience.*

The Downtown Great Falls Association (DGFA) takes the lead on Promotion. The DGFA hosts numerous downtown promotional events throughout the year, maintains the downtown promotion website and social media sites, and many other efforts to promote Downtown Great Falls. In addition, the DGFA invests \$1,000/year in the DDP.

#### Organization

*Build leadership and strong organizational capacity. Ensure broad community engagement. Forge partnerships across sectors.*

The BID, DGFA, and GFDA are joined by City of Great Falls, NeighborWorks Great Falls (NWGF), and the Great Falls Area Chamber of Commerce as the key Organization leaders of the DDP. NWGF and the Chamber also each invest \$1,000/year in the DDP.

All of the efforts above are approached in partnership with many additional public, private and nonprofit partners, as well as thousands of hours of volunteer time.

The cost-effective organizational structure has enabled the DDP collectively to achieve many downtown revitalization successes without the need for DDP staff. The DDP has earned recognition as one of the leading downtown revitalization efforts in Montana.

As a partnership, most of the investments in downtown revitalization are made directly by DDP partners. The DDP itself runs on a very lean budget. Up until fiscal year 2018, the DDP relied solely on member partner contributions, benefiting from its one-time hosting of the statewide downtown conference.

### **FY 2018**

In fiscal year 2018, the City made its first investment in the DDP with the City Commission allocating \$10,000 from the Downtown TIF District. The DDP expended \$9,088 of the funds, achieving several cost savings. \$4,800 was invested in a web site consultant to greatly enhance the Downtown Great Falls web site, [www.ExploreDowntownGF.com](http://www.ExploreDowntownGF.com). This enabled us to have one downtown promotional web site, eliminating years of competing sites, and has greatly improved downtown promotional efforts. \$4,288 was expended in support of DDP operations, including \$1,328 for the DDP's annual insurance policies and \$2,610 to send one leader to participate in the National Main Street Conference.

### **FY 2019**

In fiscal year 2019, the City invested for a second time in the DDP with the City Commission allocating \$5,000 from the Downtown TIF District to be used "for costs associated with the operating costs of the Downtown Development Partnership." In FY 2019, the DDP expended \$7,213 for operations, and an additional \$3,607 on projects. Partners contributed \$6,650 to the DDP during the fiscal year, more than matching the City's TIF commitment. City support enabled the DDP to join the International Downtown Association to broaden our network of ideas and resources for downtown revitalization. And, it enabled the DDP to send two leaders to the National Main Street Conference, a valuable event for learning new ideas and finding new resources. Great Falls earned national recognition at the event with the local leaders giving a presentation on the City's unique pedlet program. City investment in the DDP's operating costs allowed for the DDP to use its member contributions to fund \$2,000 toward the required match for the pedlet Montana Main Street grant and \$1,607 toward more traffic box public art.

### **FY 2020 and 2021**

In fiscal years 2020 and 2021, the City invested up to \$12,000 annually to support DDP operations. Due to the pandemic, operating expenses eligible for TIF reimbursement were less than anticipated, totaling \$5,955 in FY2020 and \$9,235.50 in FY2021.

Despite the economic turmoil caused by COVID 19, the City's continued support of the Downtown Development Partnership produced transformative results during these two fiscal years. Sparking significant private sector investment in the downtown master plan area that has generated considerable excitement amongst city residents and has strengthened downtown property tax values for years to come. We are building momentum in our decade-long downtown revitalization effort!

The City's support of the DDP also spurred DDP partners to invest significantly more in downtown revitalization work. In both fiscal years, the DDP, in partnership with the City, was able to leverage local funds to secure Main Street grants from the Montana Department of Commerce. In January of 2020, the Business Improvement District (BID) and the Great Falls Development Authority (GFDA) partnered to create a full-time Downtown Business Development Officer position to work to attract new private investment in downtown.

Key DDP initiatives in FY2020 and FY2021 included:

- The Targeted Block Redevelopment Visioning Project that demonstrated the development potential of underutilized downtown properties. These visions have proven to be very effective in attracting the interest of developers and businesses to explore downtown Great Falls opportunities.

- Development and implementation of the Great Falls Wayfinding Plan that will assist residents and visitors both downtown and throughout our city.
- ArtsFest Montana which continues to add murals in our downtown that attract visitors and have sparked much positive buzz across the state.
- A new Economic Vitality initiative (one of the four pillars of the National Main Street downtown revitalization strategy), led by the Downtown Business Development Officer, that has increased downtown business retention and expansion, and business/developer attraction efforts.
- Significant improvements to the ExploreDowntownGF.com website that promotes our downtown.
- Working with the City to develop three new TIF programs supporting increased private investment in downtown properties.

**FY 2022 and FY 2023**

The City Commission approved TIF funds for the DDP of \$53,884 for FY 2022 and \$108,150 for FY 2023.

FY2022

TIF funding for DDP operating support approved for FY2022 totaled \$14,650 which included \$500 for membership in the International Downtown Association, \$2,500 for enhancements to the Explore Downtown Great Falls website, \$2,850 in advertising, \$8,600 for learning through participation in the National Main Street Center annual training event, the International Downtown Association annual event, the annual Montana Downtown Conference, and online webinars, and up to \$200 for miscellaneous operating expenses.

Funding included 50% of the direct costs of Downtown Business Development Officer, a GFDA full time employee. This amounted to \$26,984 in salary and \$4,250 in benefits; total \$31,234. The BID and GFDA committed to pay the remaining 50% of direct costs, each paid 25%, and GFDA committed to pay 100% of the associated costs.

DDP project support totaled \$8,000 including \$6,500 for the completion of the Great Falls Wayfinding Plan; and, \$1,500 for the Downtown Traffic Box Art Project.

FY2023

TIF funding for DDP operating support approved for FY2023 totaled \$17,150 which included \$500 for membership in the International Downtown Association, \$5,000 for enhancements to the Explore Downtown Great Falls website, \$3,200 in advertising, \$8,200 for learning through participation in the National Main Street Center annual training event, the International Downtown Association annual event, the annual Montana Downtown Conference, and online webinars, and up to \$250 for miscellaneous operating expenses.

Funding included 50% of the direct costs of Downtown Business Development Officer, a GFDA full time employee. This amounted to \$29,000 in salary and \$5,000 in benefits; total \$34,000. The BID and GFDA committed to pay the remaining 50% of direct costs, each paying 25%, and GFDA committed to pay 100% of the associated costs.

DDP project support totaled \$47,000 in DDP project support: \$2,000 for the Downtown Traffic Box Art Project; \$45,000 for ArtsFest Montana.

**City TIF Funding Impact**

City support of the DDP with a modest amount of TIF dollars has had, and will continue to have, a transformative impact on DDP’s downtown revitalization efforts. In addition to the pedlets, wayfinding, traffic box art, promotional web site and Livability project, and learnings from participating in national conferences, the City’s demonstrated support of the DDP has had a major impact on the DDP’s primary partners. In particular, the City’s two year’s of TIF funds motivated and supported NeighborWorks Great Falls to dedicate significant funds and



staff time to downtown mural and community work. And, to the Great Falls Development Authority’s Board to invest in creating a Downtown Business Development Officer in partnership with the BID. Due to the City’s TIF support, Great Falls downtown revitalization efforts, and consequent successes, are stronger than ever.

City TIF support has also enabled the downtown partners to continue to learn from downtown leaders across the state and country through participation in the Montana Main Street Program, the National Main Street Center, and the International Downtown Association. The DDP is proud to have maintained its fully accredited status from the National Main Street Center, the highest level that a community can reach.

During FY23, the Downtown Development Partnership (DDP) had a significant role in the revitalization efforts in downtown Great Falls. The DDP acts as the recommending body for TIF applications to the City Commission. During this FY, the DDP recommended over \$900,000 in TIF applications be approved which ultimately resulted in approval by the City Council. This funding will assist with Mural Lighting, façade renovations for historic buildings, public infrastructure and a Downtown Economic Vitality Study to aid in attracting more development in downtown.

Additionally, the DDP funded \$8,000 towards conference and travel expenses for 3 DDP members to attend the 2023 National Main Street Conference in Boston. In addition to the 3 DDP members, 4 other community members were able to attend as well making this the largest representation to a National Main Street Conference from Great Falls. The DDP also helped fund the Traffic Signal Box Art on the corner of 9<sup>th</sup> Street South and 2<sup>nd</sup> Avenue South that was painted by Artist Suzi Lake. The goal of the project is to use local traffic signal boxes as “canvasses,” greatly enhancing downtown Great Falls’ visual surroundings and Placemaking.

FY2023 saw a tremendous amount of investment in downtown Great Falls. The Gibson Hotel, a boutique hotel under the Choice Hotel brand, opened their doors completing a \$7,000,000 renovation of the former Greystone Hotel. This development also utilized \$950,000 to fill a gap in financing that helped move the project forward provided by the Great Falls Development Alliance (GFDA). Through the Business Attraction efforts of GFDA, The Rib & Chop House has chosen downtown Great Falls as their next location which will be the first steakhouse in downtown and is redeveloping a space that has been vacant for many years. The Commons on Central opened their doors which included Annie’s Tap House, All the Things Charcuterie, Tres65, and Al Banco’s second location which will all operate in a newly redeveloped space in the 100 block that was previously vacant. Life in Bloom was also able to open a brick and mortar location then expand their business quickly due to being located in downtown.

New investment downtown has generated TIF funds that have made it possible for our city to reinvest in downtown infrastructure, parking facilities, and the exciting Civic Center renovations currently underway.

**Downtown Master Plan Connection**

The FY2024 and FY2025 TIF requested activities tie directly to implementation of the Downtown Master Plan and Urban Renewal Plan.

Downtown Business Development Officer

The Downtown Business Development Officer (DBDO) is a GFDA employee dedicated full-time to retaining and attracting business and real estate investment in the Downtown Urban Renewal Area. The five primary duties of the DBDO are:

1) Existing Businesses & Property Owners

The DBDO reaches out to and visits with existing business owners and managers and property owners to determine if they have opportunities or challenges, and if so connect them with the appropriate resources. In economic development, this is fundamental Business Retention & Expansion (BRE) work. Visits to businesses are augmented by trainings and workshops about various resources as needed. The DBDO coordinates with the GFDA team and many partners to connect businesses and property owners with resources and support services. BRE targets and all interactions are recorded in GFDA’s Salesforce CRM.

The current downtown BRE list is comprised of 368 business and property owners. Some will have official BRE visits where we conduct a mini-SWOT analysis, some will reach out to us for help, and some will have phone calls and drop in visits as reflected in our Salesforce CRM tracking. It can be very difficult to schedule BRE visits with busy business owners so we adjust to meet their needs and schedules.

2) Targeted Investment Attraction

The DBDO identifies businesses and real estate developers that would be good targets to attract to downtown Great Falls. The DBDO visits other Montana downtowns, connects virtually with businesses and downtown partners, and monitors online websites and publications to identify targets. Existing businesses, property owners, brokers, residents, and visitors in Great Falls are asked about potential targets. The DBDO reaches out to and visits targets to attempt to get them interested in our downtown, then tries to get interested parties to visit. Attraction targets and all interactions are recorded in GFDA’s Salesforce CRM.

The DBDO currently has 57 identified targets. This number changes as we add and take off targets. The targets represent a mix of office employers, retail, restaurant, and commercial and housing developers.

3) Pipeline Servicing

The DBDO provides business development services, what we refer to as concierge work, to active downtown leads, prospects, clients, and projects. Our goal is to thank and celebrate downtown investments that are moving forward, and to concentrate the DBDO’s services on those that are stuck for some reason, working with partners to try to get the deal moving forward to fruition. All interactions are recorded in GFDA’s Salesforce CRM.

The DBDO is currently working on 50 downtown projects. These projects also represent the desired mix of re-development projects, job creation projects, retail, restaurant, housing, and hotel.

4) Investment Promotion

The DBDO leads downtown investment marketing efforts including websites, email, social media, materials, and special events including the annual Invest Downtown Great Falls event.

5) Coordination with Downtown Partners

The DBDO provides regular reports to downtown partners and works daily to coordinate downtown revitalization efforts as it involves the economic vitality pillar of the National Main Street strategy. The DBDO participates in professional development focused on downtown business development and shares learnings with downtown partners.

Downtown Great Falls Urban Renewal Plan Goals

The DBDO’s work is directly tied to helping achieve a number of the goals in the Downtown Great Falls Urban Renewal Plan. These include:

DESTINATION:

**3. Ensure Downtown is active and vibrant during the evenings and weekends.**

- a. Actively pursue development of a Downtown boutique hotel to provide quality lodging and amenities for Downtown visitors.
- c. Actively recruit an already successful restaurant to relocate or expand into Downtown.
- d. Work with existing restaurant and bar/tavern owners to identify, develop and promote a Downtown Dining District.
- f. Create a year-round public market/food and arts incubator that would cater to residents, employees and visitors.

FLOURISHING:

**1. Identify and support an organization to lead and champion Downtown revitalization.**

a. Establish a formal Downtown Development Agency within the City of Great Falls, in partnership with public and private entities, to foster new development and redevelopment Downtown and implement the goals, objectives and strategies identified in the Plan.

**3. Identify and attract high paying employers and jobs to Downtown.**

- a. Develop a comprehensive Downtown business retention and development plan that focuses on successful and emerging business clusters Downtown.
- b. Utilize GFDA’s business attraction and retention resources to leverage Downtown business investment.

**4. Support existing and attract new commercial and retail business Downtown.**

- b. Utilize national research and trends to identify and attract “Downtown friendly” retailers.

**5. Attract a diverse mix of visual and performing artists to live and work Downtown.**

- b. Encourage the development of lofts, studios and work/live spaces in vacant or underutilized buildings to attract artists to Downtown and increase arts and culture activity.

**LIVING:**

**1. Promote a wide range of housing choices throughout Downtown.**

- a. Ensure that the proposed City of Great Falls Downtown Development Agency is a champion of Downtown housing development.

**3. Attract private investment and financing for Downtown housing.**

- a. Create new and promote existing incentive programs to encourage residential development.
- c. Establish a clearinghouse and/or database of residential financing options and incentives.

**4. Attract retailers and neighborhood services that cater to Downtown residents.**

- b. Encourage mixed-use development that places residents within close proximity to commercial activities.

**AESTHETICS:**

**1. Preserve, restore, and reuse Downtown’s historic buildings and sites.**

- a. Market Downtown’s historical resources to facilitate improvements and restoration of properties through tax incentives and preservation grants.
- b. Educate current property owners and developers of the funding programs available to make improvements to the Downtown buildings.
- c. Establish a technical assistance and incentive program to encourage the adaptive reuse, rehabilitation and preservation of historic buildings and sites.

**6. Actively pursue the preservation and rehabilitation of the Rocky Mountain Building.**

- a. Identify an organization or partnership to lead restoration efforts including assisting in permitting process and requirements, identifying funding options, leading fundraising efforts and recruiting a mix of building tenants.
- b. Encourage current building owners to move forward with restoration improvements before weathering and damage continue to a point where rehabilitation is no longer feasible.

ArtsFest MONTANA

ArtsFest MONTANA was created in 2019. One of the original goals of creating our mural festival was to work toward eliminating graffiti and blight. According to the Project for Public Spaces, “Research suggests that painting multi-colored designs or murals on surfaces will discourage graffiti, since tagging is more difficult.” With ArtsFest MONTANA we specifically look at buildings that are known for targets of graffiti or being areas where individuals have been involved in illicit activity. We are actively attracting artists to work downtown, from all over Great Falls and the surrounding area. We have established a program that provides artists with education

and has allowed artists to generate income from their art. With ArtsFest MONTANA we are working on some of the goals mentioned under Flourishing, on Page 10, Item 5 of the Downtown Urban Renewal Plan that was formally adopted by the City Commission in May 2012.

Page 10, Goal 5 under Flourishing, Attract a diverse mix of visual and performing artists to live and work Downtown.

ArtsFest MONTANA was created in 2019 to work toward elimination of blight on buildings in Downtown Great Falls. We have installed 48 murals since the inception of the mural festival. The BID is working on finding ways to financially sustain the festival. We educate and employ local artists, alongside artists with international followings in order to promote Downtown Great Falls to audiences far and wide. Utilizing TIF funding the BID funded artists stipends and supplies during ArtsFest MONTANA 2023 that was held August 11-18 and will do the same for ArtsFest MONTANA 2024.

- a. Revive and support the Great Falls Arts Council to develop and promote arts programs, events and education. ArtsFest was created by the BID, who works under the guidelines of the Discovery Gallery in City Code. ArtsFest promotes art; ArtsFest is an event that draws artists, residents and visitors to view the many murals in Downtown Great Falls; and ArtsFest has established an educational component whereby we educate artists in how to create large scale projects in a short time period.
- a. Develop a roster of visual and performing artists and craftsperson’s living in and around Great Falls to utilize for Downtown program and events. The BID has established a listing of local artists who might be interested in installing murals in Downtown Great Falls. We have worked with many artists over the years and our list continues to grow and change; we continue to support our local artists by referring projects to them for additional work outside of Downtown Great Falls.
- a. Capitalize on the success of Western Art Week by drawing visitors to Downtown galleries, shops and restaurants. The BID hosts ArtsFest MONTANA in August annually, 2023 is our 5<sup>th</sup> Annual ArtsFest MONTANA and we are committed to finding a way to sustain it for many years. During ArtsFest many residents and visitors come downtown to view the artwork, and while downtown they frequent our restaurants and shops.

6. Employment: Existing FTE Jobs:           None directly by Partnership  
 New Permanent FTE Jobs created by project: None       Construction FTE jobs: None

7. Architectual/Engineeing Firm: Not applicable  
 Address:                                       Not applicable  
 Representative:                               Not applicable

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

To continue positive momentum in Downtown Great Falls which is growing the revenue of the TIF district and creating significant economic impact and excitement citywide, the DDP seeks \$110,750 in TIF funds for FY 2024 and \$117,450 for FY2025. City support of the DDP utilizing just a small portion of the tax inmcrement generated by our hard work over the past decade and more will enable the DDP and its many partners to continue to increase our downtown revitalization efforts, resulting in new investment in Downtown Great Falls.

FY2024 Request

We request \$18,250 in DDP operating support which includes \$500 for membership in the International Downtown Association, \$2,500 for enhancements to the Explore Downtown Great Falls website, \$4,000 in advertising, \$11,000 for learning through participation in the National Main Street Center annual training event,

the annual Montana Downtown Conference, and online webinars, and up to \$250 for miscellaneous operating expenses.

We request TIF funds to pay for 50% of the direct costs of Downtown Business Development Officer, a GFDA full time employee. This amounts to \$34,000 in salary and \$6,000 in benefits; total \$40,000. The BID and GFDA will pay the remaining 50% of direct costs, each paying 25%, and GFDA will pay 100% of the associated costs.

We request \$52,500 in DDP project support: \$50,000 for the ArtsFest Montana 2023; and, \$2,500 for the Downtown Traffic Box Art Project.

FY2025 Request

We request \$20,250 in DDP operating support which includes \$500 for membership in the International Downtown Association, \$2,500 for enhancements to the Explore Downtown Great Falls website, \$5,000 in advertising, \$12,000 for learning through participation in the National Main Street Center annual training event, the annual Montana Downtown Conference, and online webinars, and up to \$250 for miscellaneous operating expenses.

We request TIF funds to pay for 50% of the direct costs of Downtown Business Development Officer, a GFDA full time employee. This amounts to \$38,000 in salary and \$6,700 in benefits; total \$44,700. The BID and GFDA will pay the remaining 50% of direct costs, each paying 25%, and GFDA will pay 100% of the associated costs.

We request \$52,500 in DDP project support: \$50,000 for the ArtsFest Montana 2024; and, \$2,500 for the Downtown Traffic Box Art Project.

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

Not applicable

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

Funds will be expended as the expenses occur. Estimated completion by June 30, 2025.

- 11. Do you plan on asking for any other tax abatement, grants, tax credits or other forms of relief? If so, what type?

No, not for this project

- 12. Please describe your funding needs and the anticipated timing schedule for your indentified Eligible TIF Activities.

The Downtown Development Partnership seeks \$110,750 in TIF funds for FY 2024 and \$117,450 for FY2025. The expenses will be paid by the Partnership, then reimbursed by the TIF funds. The current TIF fund balance is adequate to cover this cost.

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

Not applicable

**TOTAL PROJECT DEVELOPMENT COSTS**

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

<b>Land and Site Preparation Improvements</b>	\$ 0
<b>Construction/Rehabilitation Costs</b>	\$ 0
<b>Equipment Costs</b>	\$ 0
<b>Total Project Development Costs</b>	\$ 0

**Land Acquisition**

Total	Amount requested from TIF	Timing for Funds
\$0	\$0	Not applicable

**Demolition and Removal of Structure**

Total	Amount requested from TIF	Timing for Funds
\$0	\$0	Not applicable

**Relocation of Occupants**

Total	Amount requested from TIF	Timing for Funds
\$0	\$0	Not applicable

**Public Improvements**

Total	Amount requested from TIF	Timing for Funds
\$0	\$0	Not applicable

**Fees (associated with eligible activities)**

Total	Amount requested from TIF	Timing for Funds
\$228,200	\$228,200	As expenses occur

**CERTIFICATION**


I (we), Sherrie Arey and Brett Doney, certify that the statements and estimates within this Application as well as any and all documentation submitted as attachments to this Application or under separate cover are true and correct to the best of my (our) knowledge.

Signature 

Title Sherrie Arey  
President, Downtown Development Partnership Board of Directors

Address 318 Central Avenue, Great Falls MT 59401

Date February 20, 2024

Signature 

Title Brett Doney  
Treasurer, Downtown Development Partnership Board of Directors

Address 318 Central Avenue, Great Falls MT 59401

Date February 20, 2024



## Downtown Development Partnership Business Development Report FY 2023

**Report Period:** July 1, 2022 – June 30, 2023

**Report Type:** Annual

**Report Submitted on:** August 9, 2023

**Report Submitted by:** Christian Leinhauser, Great Falls Development Alliance (GFDA) on behalf of the Downtown Development Partnership

During FY23, the Downtown Development Partnership (DDP) had a significant role in the revitalization efforts in Downtown Great Falls. The DDP acts as the recommending body for TIF applications to the City Commission. During this FY, the DDP recommended over \$900,000 in TIF applications be approved which ultimately resulted in approval by the City Council. This funding will assist with Mural Lighting, façade renovations for historic buildings, public infrastructure, and a Downtown Economic Vitality Study to aid in attracting more development in downtown.

Additionally, the DDP funded \$8,000 towards conference and travel expenses for 3 DDP members to attend the 2023 National Main Street Conference in Boston, Mass. In addition to the 3 DDP members, 4 other community members were able to attend as well making this the largest representation to a National Main Street Conference from Great Falls. Attending the National Main Street Conference offers networking opportunities, access to best practices and experts, exposure to innovations, and motivation, all of which can significantly benefit community revitalization efforts. The DDP also helped fund the Traffic Signal Box Art on the corner of 9<sup>th</sup> Street South and 2<sup>nd</sup> Avenue South that was painted by Artist Suzi Lake. The goal of the project is to use local traffic signal boxes as “canvasses,” greatly enhancing Downtown Great Falls’ visual surroundings and Placemaking.

Furthermore, this FY has seen a tremendous amount of investment in Downtown Great Falls. The Gibson Hotel, a boutique hotel under the Choice Hotel brand, opened their doors completing a \$7,000,000 renovation of the former Greystone Hotel. This development also utilized \$950,000 to fill a gap in financing that helped move the project forward provided by the Great Falls Development Alliance (GFDA). The Rib & Chop House has chosen Downtown Great Falls as their next location which will be the first steakhouse in downtown. We also had The Commons on Central open their doors which included Annie’s Tap House, All the Things Charcuterie, Tres65, and Al Banco’s second location which now all operate in a newly redeveloped space in the 100 block that was previously vacant. Life in Bloom was also able to open and expand their business quickly due to being located downtown.





We want more major business investments in Downtown Great Falls! The Downtown Business Development Officer (DBDO) is a GFDA employee dedicated full-time to achieving that goal by retaining and attracting business and real estate investment in the Downtown Urban Renewal Area.

The DBDO primary duties include visiting existing businesses to identify opportunities and challenges, identifying businesses and real estate developers that would be good targets to attract to downtown, business development services, downtown investment marketing efforts, and coordination with downtown partners.

*Please note, the DBDO was away on Military Orders during part of Q3 and Q4.*

**The five primary duties of the DBDO are:**

**1) Meeting with Existing Businesses & Property Owners**

The DBDO reaches out to and visits with existing business owners and managers and property owners to determine if they have opportunities or challenges, and if so connect them with the appropriate resources. In economic development, this is fundamental Business Retention & Expansion (BRE) work. Visits to businesses are augmented by trainings and workshops about various resources as needed. The DBDO coordinates with the GFDA team and many partners to connect businesses and property owners with resources and support services. BRE targets and all interactions are recorded in GFDA's Salesforce CRM.

**FY July 1, 2022 – June 30, 2023**

The DBDO has worked with 114 unique downtown businesses and property owners this FY.

The DBDO had over 530 touchpoints with those 114 businesses and made 50 referrals. We have also had 8 Full Time and 32 Part Time jobs created, as well as over \$10 Million in Private investments (\$7M from the Gibson Hotel) and \$225K in public investments. We believe this number is undercounted and are working to track this data moving more accurately forward.

The DBDO has completed 30 official Business Retention and Expansion visits in FY23. These are mini-SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis in a 1.5-to-2-hour appointment. The current downtown BRE list is comprised of 368 business and property owners. Some will have official BRE visits where we conduct a mini-SWOT analysis, some will reach out to us for help, and some will have phone calls and drop in visits as reflected in our Salesforce CRM tracking. It can be very difficult to schedule BRE visits with busy business owners, so we adjust to meet their needs and schedules.



The DBDO has also been coordinating with the Montana Facility Finance Authority (MFFA) to initiate 3 Energy Audits for Commercial property-assessed clean energy (CPACE) which is a financing structure in which building owners borrow money for energy efficiency and renewable energy.

## **2) Targeted Investment Attraction**

The DBDO identifies businesses and real estate developers that would be good targets to attract to downtown Great Falls. The DBDO visits other Montana downtowns, connects virtually with businesses and downtown partners, and monitors online websites and publications to identify targets. Existing businesses, property owners, brokers, residents, and visitors in Great Falls are asked about potential targets. The DBDO reaches out to and visits targets to attempt to get them interested in our downtown, then tries to get interested parties to visit. Attraction targets and all interactions are recorded in GFDA's Salesforce CRM.

### **FY July 1, 2022 – June 30, 2023**

The DBDO currently has 135 identified targets. This number changes as we add and take off targets. The targets represent a mix of office employers, retail, restaurant, and commercial and housing developers. We had 134 touch points with our identified targets and conducted 32 in-person meetings. We've had 5 site visits from Target businesses. During FY23, the DBDO traveled to Bozeman, Billings, Boise, Post Falls, Pocatello, Idaho Falls, Butte and Helena conducting in-person meetings with targets, connecting with community leaders and other Downtown Economic Developers. During this FY we were also able to successfully attract the Rib & Chop House to Downtown Great Falls.

## **3) Pipeline Servicing**

The DBDO provides business development services, what we refer to as concierge work, to active downtown leads, prospects, clients, and projects. Our goal is to thank and celebrate downtown investments that are moving forward, and to concentrate the DBDO's services on those that are stuck for some reason, working with partners to try to get the deal moving forward to fruition. All interactions are recorded in GFDA's Salesforce CRM what we refer to as our Pipeline.

### **FY July 1, 2022 – June 30, 2023**

The DBDO is currently working on 42 downtown projects. These projects also represent the desired mix of re-development projects, job creation projects, retail, restaurant, housing, and hotel. We had 12 projects open, complete or begin in FY23. Some of the openings include The Gibson Hotel, Annies Tap House, Tre65 and Al Banco's 2<sup>nd</sup> location and All the Things Charcuterie.



#### **4) Investment Promotion**

The DBDO leads downtown investment marketing efforts including websites, email, social media, materials, and special events including the annual Invest Downtown Great Falls event. Invest Downtown is our way to highlight recent successes in Downtown and feature opportunities available to drive more investments in Downtown.

#### **FY July 1, 2021 – June 30, 2022**

We hosted Invest Downtown that showcases successful downtown projects, opportunities downtown, and new project announcements. Invest Downtown in FY23, we had approximately 120 people attend. We created a digital interactive map that shows recent investments and opportunities in Downtown. We will use this interactive map for our Business Attraction efforts and will continue to add to that map as new businesses are opened. We utilized this as part our Invest Downtown Event for self-guided tours. We released the Downtown Video featuring 5 successful businesses and projects in Downtown. We have also featured new Downtown Businesses in our Announcement of the Week eblasts to over 5,000 subscribers and linking to our YouTube page to include Let's Play Games & Toys with their move to 417 Central Ave.

#### **5) Coordination with Downtown Partners**

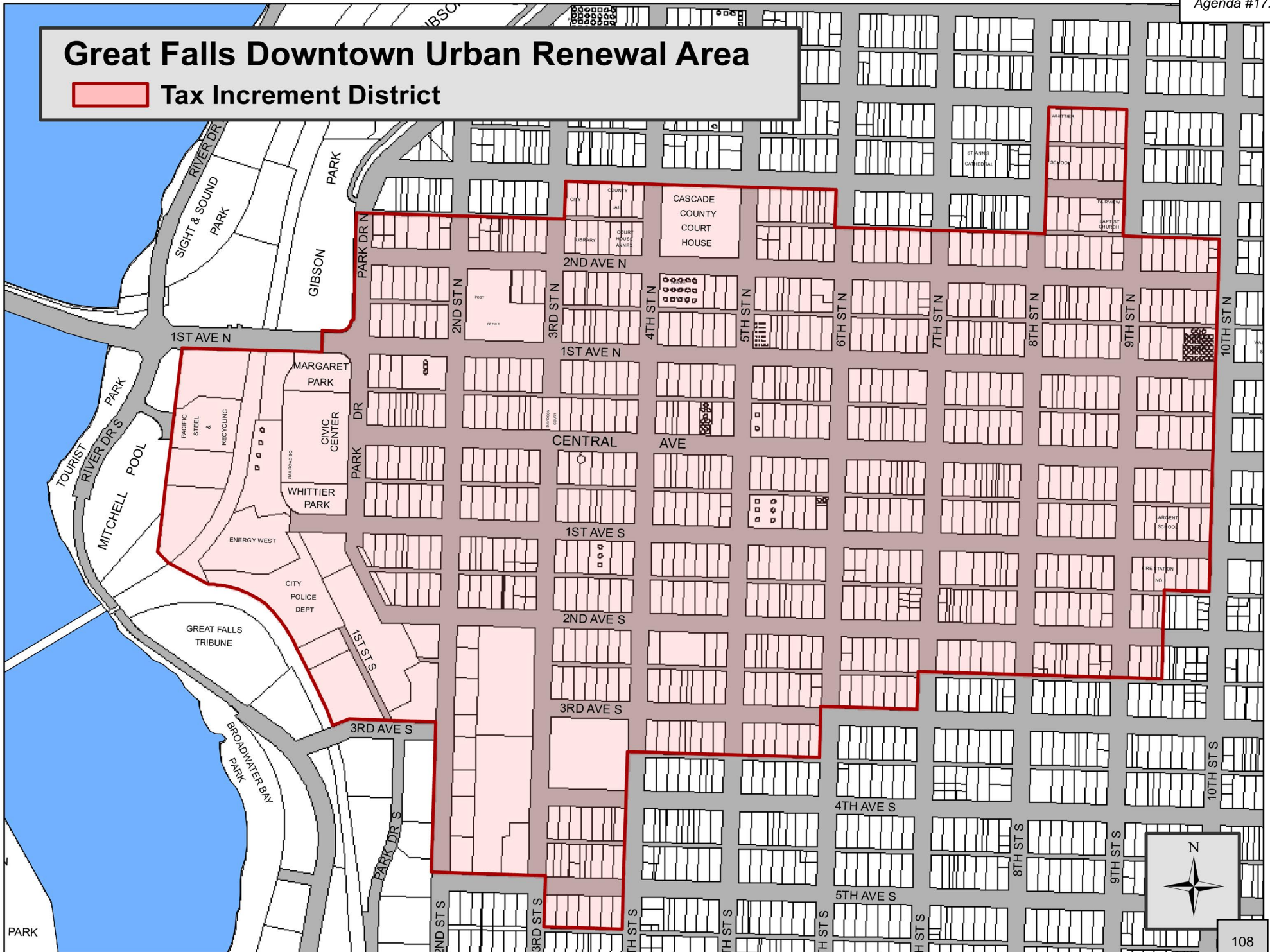
The DBDO provides regular reports to downtown partners and works daily to coordinate downtown revitalization efforts as it involves the economic vitality pillar of the National Main Street strategy. The DBDO participates in professional development focused on downtown business development and shares learnings with downtown partners. The DBDO continues to meet regularly with Downtown partners & stakeholders to continuously gather more ideas for target industries and companies.

#### **FY July 1, 2022 – June 30, 2023**

In FY23 the DBDO attended the Montana Economic Development Association Fall Conference, International Economic Development Conference in OKC, completed the second and third course towards their Economic Development Finance Professional certification, continued to work towards their Certified Economic Developer certification, volunteered at the World of Works event and was invited to present on an International Economic Development Council webinar "Down by the Storefront" highlighting successful projects in Downtown Great Falls to over 150 people across the Globe.

# Great Falls Downtown Urban Renewal Area

 Tax Increment District





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

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

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

**INTRODUCTION**

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

The City has adopted four TIF districts:

**Central Montana Agri-Tech Park**

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

**West Bank Urban Renewal District**

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

**Great Falls International Airport Tax Increment Industrial District**

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

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

Base Year – January 1, 2008

**Downtown Urban Renewal District**

Adopted – May 15, 2012 (Ord. 3088)

Base Year – January 1, 2012

**East Industrial Park Tax Increment Financing**

Adopted – May 7, 2013 (Ord. 3105)

Base year: January 1, 2013

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

**ELIGIBLE TIF ACTIVITIES**

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

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

## APPLICATION PROCESS

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

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

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

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

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

### **CRITERIA FOR REVIEW**

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

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



construction jobs.

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

# **CITY OF GREAT FALLS**



## **TAX INCREMENT FINANCING (TIF)**

### **APPLICATION FOR FUNDS**

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

Project Name: \_\_\_\_\_

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

Name of TIF District: \_\_\_\_\_

**APPLICANT INFORMATION**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**DEVELOPMENT INFORMATION**

1. Building Address: \_\_\_\_\_

2. Legal Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Ownership: \_\_\_\_\_

Address: \_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

5. Existing/Proposed Businesses: \_\_\_\_\_

Business Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

6. Employment: Existing FTE Jobs: \_\_\_\_\_

New Permanent FTE Jobs created by project: \_\_\_\_\_ Construction FTE jobs: \_\_\_\_\_

7. Architectural/Engineering Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Representative: \_\_\_\_\_

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

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

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

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

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11. Do you plan on asking for any other tax abatements, grants, tax credits or other forms of relief? If so, what type?

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

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

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### TOTAL PROJECT DEVELOPMENT COSTS

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

**Land and Site Preparation Improvements** (Itemized)

1. Value of Land	\$ _____	
2. _____	\$ _____	
3. _____	\$ _____	
4. _____	\$ _____	
5. _____	\$ _____	
<b>Subtotal</b>		<b>\$ _____</b>

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

1. _____	\$ _____	
2. _____	\$ _____	
3. _____	\$ _____	
4. _____	\$ _____	
5. _____	\$ _____	
6. _____	\$ _____	
7. _____	\$ _____	
<b>Subtotal</b>		<b>\$ _____</b>

**Equipment Costs**  
(Total value of equipment)

1. _____	\$ _____	
2. _____	\$ _____	
3. _____	\$ _____	
4. _____	\$ _____	
5. _____	\$ _____	
<b>Subtotal</b>		<b>\$ _____</b>

**Total Project Development Costs** \$ \_\_\_\_\_

**ELIGIBLE TIF ACTIVITIES**

**Land Acquisition**

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

**Demolition & Removal of Structures**

1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
<b>Subtotal</b>	_____	_____	_____

**Relocation of Occupants**

1.	_____	_____	_____
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**Public Improvements**

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

1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
<b>Subtotal</b>	_____	_____	_____

**Fees (associated with eligible activities)**

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

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

**CERTIFICATION**

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_



Commission Meeting Date: May 7, 2024

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Rescind Award of Construction Contract and Award Separate Contracts: Electric City Water Park Splash Pad Installation, OF1810.1.

**From:** Finance Department

**Initiated By:** Parks and Rec Department

**Presented By:** Sylvia Tarman, Project Manager

**Action Requested:** Rescind Previous Award and Approve Separate Contracts

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (rescind/not rescind) award of a contract in the amount of \$210,931.50 to Play Space Designs for the Electric City Water Park Splash Pad Installation Project; utilizing Community Development Block Grant funds, approved at the February 6, 2024 Commission meeting.”

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

If the above motion is in the affirmative:

3. Commissioner moves:

“I move that the City Commission (approve/deny) award of an equipment supply contract with Play Space Designs, in the amount of \$93,909.50; and (approve/deny) award of a contract with United Materials, Inc., in the amount of \$28,650.00, for the Electric City Water Park Splash Pad Installation, utilizing Community Development Block Grant funds, and (authorize/not authorize) the City Manager to execute the contract documents.”

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

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**Staff Recommendation:**

Rescind previous award of construction contract to Play Space Designs for the Electric City Water Park Splash Pad Installation Project, and approve separate contracts to Play Space Designs and United Materials, Inc.



**Background:**

The Electric City Water Park Splash Pad Installation Project includes purchase and installation of a comprehensive splash pad package in the current baby pool area of the Electric City Water Park. Parks and Rec Staff have been working over the last year to obtain options and quotes for the baby pool area, and obtained a satisfactory plan and quote from Play Space Designs. This project was identified to be funded with Community Development Block Grant (CDBG) funds because it is a project that serves the general population of Great Falls and falls within an LMI area. The funding agreement for this project was approved by the City Commission in July 2022.

A construction contract was put forth to the Commission on February 6, 2024. The contract was never fully executed, as Play Space Designs discovered that they could not provide all of the City required Bonds and Insurance required for the project. Play Space Designs are not classified as “contractors” and do not have a contractor’s license, and therefore cannot provide the required bonds and insurance. They intended to have their installer provide the required bonds and insurance, however; given the contract structure this was not a recommended solution after discussing the issue with the City legal department. City staff has been working with Play Space and their installer for the last few weeks to come up with a solution. Through further consultation with the involved parties and the City Legal team, the team decided that the best path forward would be to separate the contract into individual scopes and to contract directly with each entity. Play Space will provide the design and equipment, as they can satisfy the legal requirements for an equipment supply contract. United Materials will complete the demolition and required backfill and grading. And City staff is working with Play Space’s preferred contractor to obtain a satisfactory quote for installation.

**Conclusion**

Staff recommends that the Commission rescind the previous award to Play Space Designs, and award separate contracts to Play Space Designs in the amount of \$93,909.50, and United Materials Inc. in the amount of \$28,650.00.

**Fiscal Impact**

Rescinding the previous contract award will have no fiscal impact, as the contract was never fully executed. The Project is being funded with CDBG funds, and there is adequate funds to cover the award of both contracts.

**Alternatives:**

As Play Space Designs is unable to satisfy the City’s legal requirements, therefore the award as presented must be rescinded. Commission could vote to deny award of the separate contracts, but that would further delay this project, which has already suffered multiple delays.

**Concurrences:**

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

**Attachments/Exhibits:**

Play Space - Revised Agreement

Great Falls Electric Splash Pad Demolition-United Materials Quote

## CONSTRUCTION AGREEMENT

This **Construction Agreement** is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403 (“**City**”), and **PLAYSPACE DESIGNS**, a Corporation, 5698 S Shady Farm Lane, Murray, UT, 84107, (“**Contractor**”).

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

### Agreement

1. **Purpose:** City agrees to hire Contractor as an independent contractor to perform for City the public works described in the Scope of Services attached hereto as **Exhibit A** and is by this reference made a part hereof. “Public Work” is a construction service with a total cost in excess of \$25,000 that is for construction, heavy construction, highway construction, or remodeling work.
2. **City-Supplied Materials:** City will supply the materials set forth in **Exhibit B** attached hereto. All other materials will be supplied by Contractor.
3. **Time of Performance:**
  - a. Contractor shall begin the Construction Project after receiving a Notice to Proceed from City and shall reach Substantial Completion on, or before, June 5, 2024. The various phases of the Construction Project shall be completed pursuant to the Construction Schedule attached hereto as **Exhibit C**. Time is of the essence of completion of all work and each phase of the Construction Project.
  - b. The Construction Schedule is subject to the City’s approval. Contractor’s construction plan, methods of operation, materials used, and individuals and subcontractors employed (collectively “Contractor’s Resources”) are subject to the City’s approval at all times during the term of this Agreement, and must be such as to ensure the completion of the work in compliance with the deadlines set in the Construction Schedule during the term of this Agreement. In the event the City determines the Contractor’s Resources are inadequate to meet the approved Construction Schedule, the City may order the Contractor to accelerate its performance to give reasonable assurances of timely completion and quality results. Acceleration under this section shall not be deemed a Change Order as defined in Section 5b below and the Contractor shall receive no equitable adjustment for such acceleration. Nothing in this section shall be interpreted to relieve the Contractor of its duties and responsibilities to plan for and complete the work in a timely manner according to the Construction Schedule.
4. **Liquidated Damages:** If the Construction Project is not completed within the time provided by this Agreement, the City may deduct for each day the Construction Project remains uncompleted the sum of ZERO dollars (\$0.00) from the compensation hereinafter specified, and

retain that sum as payment for liquidated damages sustained by reason of the Contractor's failure to complete the Construction Project on time.

**5. Compensation:**

**a.** City shall pay to Contractor, and Contractor shall accept as full payment for the performance of this Agreement and the Construction Project, the amount of NINETY-THREE THOUSAND, NINE HUNDRED NINE AND 50/100 DOLLARS (\$93,909.50), as paid in accordance with **Exhibit D**, Compensation Schedule, attached hereto.

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

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

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

**e.** Upon acceptance of final payment and for other good and valuable consideration, Contractor shall release and forever discharge City, its officers, agents, and employees of and from any and all claims, demands, actions, causes of action, obligations, and liabilities of every kind and character whatsoever, in law and in equity, whether now known or in the future discovered, arising from or related to this Agreement or the Construction Project that Contractor may have or assert against City, its officers, agents, and employees.

**6. Inspection and Testing:**

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

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

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

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

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

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

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

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

- b.** All workmanship and materials shall be of a kind and nature acceptable to the City.
- c.** Contractor shall comply, when applicable, with Build America, Buy America Act (BABA) Pub. L. No. 117-58, §§ 70901-52 requirements that all iron, steel, manufactured products and construction materials incorporated into this Construction Project funded by Community Development Block Grant funds are produced in the United States in a manner than complies with BABA, unless a waiver is otherwise granted.
- d.** All equipment, materials, and labor provided to, on, or for the Construction Project must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work on the Construction Project and ending two (2) years from the final completion and acceptance by the City of the Construction Project, regardless of whether such equipment, materials, or labor were supplied directly by Contractor or indirectly by Contractor's subcontractors or suppliers. Other express warranties on materials that provide for a warranty period longer than two years apply for the period of that express warranty and are not reduced by this provision. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.
- e.** Contractor and its sureties are liable for the satisfaction and full performance of all warranties.
- f.** Contractor shall prosecute the completion of the Construction Project under the terms of this Agreement and Contractor, or its duly authorized representative assigned to serve as the Construction Project Manager, shall be personally present at the site of the Construction Project during working hours for the term of this Agreement until the completion of the Construction Project.
- g.** Contractor shall maintain an office at the site of the Construction Project and shall have a complete, accurate, and up-to-date set of construction plans, drawings, and specifications at that office at all times. The office may be a mobile facility or vehicle.
- h.** Contractor has examined all available records and made field examinations of the site of the Construction Project. Contractor has knowledge of the field conditions to be encountered during the Construction Project. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.
- i.** Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

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

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

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

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

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

**11. Suspension:**

**a.** The City may, by written notice to the Contractor and at its convenience for any reason, suspend the performance of all or any portion of the work to be performed on the Construction Project ("Notice of Suspension"). The Notice of Suspension shall set forth the time of suspension, if then known to the City. During the period of suspension, Contractor shall use its best efforts to minimize costs associated with the suspension.

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The compensation described in Section 13(c) is the sole compensation due to Contractor for its performance of this Agreement. Contractor shall, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

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

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



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

**15. Representatives:**

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

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

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

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

**18. Ownership of Documents; Indemnification:** All plans, designs, drawings, specifications, documents, sample results and data, in whatever medium or format, originated or prepared by or for Contractor in contemplation of, or in the course of, or as a result of this Agreement or work on the Construction Project, shall be promptly furnished to the City ("City Documents and Information"). All City Documents and Information shall be the exclusive property of the City and shall be deemed to be works-for-hire. Contractor hereby assigns all right, title, and interest in and to the City Documents and Information, including but not limited to, all copyright and patent rights in and to the City Documents and Information. Neither party grants to

the other any express or implied licenses under any patents, copyrights, trademarks, or other intellectual property rights, except to the extent necessary to complete its obligations to the other under this Agreement.

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

Because the City is utilizing Community Development Block Grant (CDBG) funds to finance the project, HUD requires, as set forth in Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (12 U.S.C § 1701u) ("Section 3"), the City and its contractors to direct employment, training, and contracting opportunities to low-income individuals and the businesses that employ these persons within their community, as referenced in **Exhibit I**.

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

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

**22. Labor Relations:**

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

**b.** As required by §18-2-403, MCA, in performing the terms and conditions of this Agreement and the work on the Construction Project, Contractor shall give preference to the employment of bona fide residents of Montana, , as such term is defined by §18-2-401(1), MCA, and the Administrative Rules of Montana, including but not limited to A.R.M. 24.17.147, obliging Contractor to hire 50% bona fide Montana residents, excluding projects involving the expenditure

of federal aid funds or where residency preference laws are specifically prohibited by federal law. When making assignments of work, Contractor shall use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned.

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

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

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

### **23. Subcontractors:**

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

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

**c.** Contractor is solely liable for any and all payments to subcontractors. Contractor shall hold all payments received from the City in trust for the benefit of subcontractors, and all such payments shall be used to satisfy obligations of the Construction Project before being used for any other purpose. Contractor shall make any payments due to any subcontractor within seven (7) days of Contractor's receipt of payment, including a proportional part of the retainage Contractor has received from the City. In the event of a dispute regarding any subcontractor's

invoice, Contractor shall promptly pay the undisputed amount to the subcontractor and notify the subcontractor in writing of the amount in dispute and the reasons for the dispute. Any withholding of payment must comply with the requirements of §28-2-2103, MCA. In the event Contractor is unwilling or unable to make timely and proper payment to any subcontractor, City may elect to withhold any payment otherwise due to Contractor and upon seven (7) days' written notice to Contractor, may pay subcontractor by direct or joint payment.

d. Contractor remains fully responsible for ensuring that any subcontractors comply with the requirements of the BABA Act, if necessary, as detailed in Section 9.

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

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

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

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

a. Contractor agrees to release, defend, indemnify, and hold harmless the City, its agents, representatives, employees, and officers (collectively referred to for purposes of this Section as the City) from and against any and all claims, demands, actions, fees and costs (including attorney's fees and the costs and fees of and expert witness and consultants), losses, expenses, liabilities (including liability where activity is inherently or intrinsically dangerous) or damages of whatever kind or nature connected therewith and without limit and without regard to the cause or causes

thereof or the negligence of any party or parties that may be asserted against, recovered from or suffered by the City occasioned by, growing or arising out of or resulting from or in any way related to: (i) the negligent, reckless, or intentional misconduct of the Contractor; (ii) any negligent, reckless, or intentional misconduct of any of the Contractor's agents; or (iii) the negligent, reckless, or intentional misconduct of any other third party.

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

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

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

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

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

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

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

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

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

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

**29. Dispute Resolution:**

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

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

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

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

**32. Waiver:** A waiver by City of any default or breach by Contractor of any covenants, terms, or conditions of this Agreement does not limit City's right to enforce such covenants, terms, or conditions or to pursue City's rights in the event of any subsequent default or breach.

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

Exhibit A: Scope of Services

- Exhibit B: City Supplied Materials
- Exhibit C: Construction Schedule
- Exhibit D: Compensation Schedule
- Exhibit E: Change of Work Specifications
- Exhibit F: Contractor's Rates of Wages, Benefits, and Expenses
- Exhibit G: Required Insurance Coverage
- Exhibit H: Required Bonds
- Exhibit I: Compliance with HUD Section 3

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

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

**CITY OF GREAT FALLS, MONTANA**

**CONTRACTOR:  
PLAYSPACE DESIGNS**

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

By: Morgan Sepp  
**Print Name: MORGAN SEPP**  
**Print Title: PRESIDENT**  
**Date: 3/21/24**

**ATTEST:**

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

(SEAL OF THE CITY)

**\* APPROVED AS TO FORM:**

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

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



**Exhibit A**

**Scope of Services**

Attached.

# QUOTE



Quote Number:  
00003584

5698 S Shady Farm Lane  
Murray, Utah 84107  
801-274-0212

Created or Revised Date:  
3/8/2024

Expiration Date:  
**2023-12-14**

Prepared By:  
Tyler Ferrara  
tyler@goplayspace.com

Project Name      Baby Pool Splash Pad Revised (Combined)  
Location            Great Falls, Montana  
Payment Terms    50% Deposit - Net 30

Qty	Manufacturer	Product Code	Product Description	Unit Price	Discount (Percentage)	Extended Price
1	Waterplay	0010-4592	0010-4592 - FS Waterfall 3	\$16,390.00	10.00%	\$14,751.00
1	Waterplay	0011-0845	FS Flutterby	\$6,795.00	10.00%	\$6,115.50
1	Waterplay	0010-5834	0010-5834 - FS Water Weaver 1	\$3,040.00	10.00%	\$2,736.00
1	Waterplay	0010-0369	0010-0369 - FS Water O	\$2,775.00	10.00%	\$2,497.50
1	Waterplay	0010-1494	0010-1494 - FS Sneaky Spin Soaker 2	\$9,060.00	10.00%	\$8,154.00
1	Waterplay	0011-1119	0011-1119 FS Sling Soaker	\$16,995.00	10.00%	\$15,295.50
1	Waterplay	GRA-08003	GRA-08003 Sling Soaker Bucket Graphic	\$665.00	10.00%	\$598.50
2	Waterplay	0010-7474	0010-7474 GS Buttercup	\$785.00	10.00%	\$1,413.00
1	Waterplay	0010-7493	0010-7493 - GS Mop Top	\$1,150.00	10.00%	\$1,035.00
2	Waterplay	0010-7475	0010-7475 GS Charlottes Web	\$785.00	10.00%	\$1,413.00
1	Waterplay	0010-7466	0010-7466 GS Puddle 1	\$4,170.00	10.00%	\$3,753.00
1	Waterplay	0010-7497	0010-7497 GS Spray Tunnel 8	\$3,300.00	10.00%	\$2,970.00
2	Waterplay	0010-7476	0010-7476 GS Confetti Spray	\$785.00	10.00%	\$1,413.00
2	Waterplay	0010-7483	0010-7483 GS Starlet Spray	\$785.00	10.00%	\$1,413.00
1	Waterplay	0011-1737	0011-1737 playPHASE Base XL	\$1,000.00	10.00%	\$900.00
7	Waterplay	0010-0507	0010-0507 - playPHASE Base	\$615.00	10.00%	\$3,874.50
1	Waterplay	0010-8943	0010-8943 - Activator PlayPhase Foot Activator	\$1,490.00	10.00%	\$1,341.00
1	Waterplay	0010-5570	0010-5570 - Install Jig Water-O 63.75 CC Ship 77	\$115.00	10.00%	\$103.50

## NOTES

- Please inventory product within 5 days of receipt and notify us of any problems.
- We are a supplier only. Customer is responsible for accuracy and conformity to plans and specifications.
- Freight has been quoted for single delivery. If customer requires multiple deliveries, additional costs will apply.
- Customer will be prepared to receive material upon delivery, which may include offloading equipment. If unable, customer is responsible for additional storage and/or re-consignment fees.

# QUOTE



5698 S Shady Farm Lane  
Murray, Utah 84107  
801-274-0212

Quote Number:  
00003584

Created or Revised Date:  
3/8/2024

Expiration Date:  
2023-12-14

Prepared By:  
Tyler Ferrara

tyler@goplayspace.com  
10.00% \$11,079.00

1	Waterplay	0010-2591	0010-2591 - Manifold 18V 4 Header 6 Port	\$12,310.00		
1	Waterplay	0010-2244	0010-2244 - 16 Output Expansion Add On	\$1,515.00	10.00%	\$1,363.50
1	Waterplay	0010-2248	0010-2248 - Controller WTS by Others	\$7,575.00	10.00%	\$6,817.50
3	Waterplay	DRA-00007	DRA-00007 - Drain 12 6IN Outlet Grey	\$375.00	10.00%	\$1,012.50
1	Waterplay	PSF-Freight Waterplay	PS Freight - Waterplay - Pre-Ship	\$950.00		\$950.00
1	Waterplay	PSF - W - Main Ship	PS Freight - Waterplay - Main Ship	\$2,910.00		\$2,910.00

Subtotal	\$103,915.00
Discount	9.63%
Total Cost	\$93,909.50
Grand Total	\$93,909.50

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

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

Shipping Contact Name: \_\_\_\_\_

Ship Address: \_\_\_\_\_

Shipping Contact Cell No.: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

## NOTES

- Please inventory product within 5 days of receipt and notify us of any problems.
- We are a supplier only. Customer is responsible for accuracy and conformity to plans and specifications.
- Freight has been quoted for single delivery. If customer requires multiple deliveries, additional costs will apply.
- Customer will be prepared to receive material upon delivery, which may include offloading equipment. If unable, customer is responsible for additional storage and/or re-consignment fees.

**Exhibit B**

**City Supplied Materials**

None

## **Exhibit C**

### **Construction Schedule**

Project will begin upon issuance of a Notice to Proceed. Construction shall begin in Spring of 2024, subject to coordination between Contractor and City. Contractor must deliver materials to the project site on, or before, June 5, 2024.

## Exhibit D

### Compensation Schedule

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

### Monthly Progress Payments

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

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

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

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

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

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

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

### **Final Payment**

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

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

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

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

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



## Exhibit E

### Change of Work Specifications

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

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

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

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

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

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

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

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

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

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

**Or,**

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

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

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

## Exhibit F

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

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

**Exhibit G**

**Required Insurance Coverage**

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

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

- 1. Commercial General Liability (bodily injury and property damage) \$1,500,000 per occurrence  
\$3,000,000 aggregate
- 2. Products and Completed Operations \$3,000,000
- 3. Automobile Liability \$1,500,000 combined single limit
- 4. Workers' Compensation Not less than statutory limits
- 5. Employers' Liability \$1,500,000
- 6. Professional Liability (E&O) (only if applicable) \$1,500,000

7. Builder's Risk/Property Insurance (for buildings) Equal to greater of Contractor's compensation or full replacement (covering all work, buildings, materials and equipment, whether on site or in transit, loss due to fire, lightening, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of laws,

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

- 8. Owner’s and Contractor’s Protective Liability \$1,500,000 per occurrence  
(not required if General Aggregate has \$3,000,000 aggregate  
Project or location selection)
- 9. Contractual Liability Insurance \$1,500,000 per occurrence  
(covering indemnity obligations) \$3,000,000 aggregate

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

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

**\* If a request is made to waive certain insurance requirements, insert the insurance item # and corresponding description from the list above: 6 & 7, Exhibit H (Performance & Payment Bonds).**

Legal reviewer initials:  Approved  Denied

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

Example of Acceptable Additional Insured Endorsement:

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

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

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

**Exhibit H**

**Required Bonds**

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

**Bond Types and Amounts:**

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

## Exhibit I

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian



organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



United Materials of Great Falls, Inc.

Great Falls, Montana 59403-1690 • P. O. Box 1690 • Telephone: (406) 453-7692  
 Construction Fax: (406) 727-9040 • Business Fax: (406) 727-2439 • Dispatcher: (406) 453-7201

<b>To:</b> City Of GF Park And Recreation	<b>Contact:</b> Sylvia
<b>Address:</b> 1700 River Drive North Great Falls, MT 59401	<b>Phone:</b> 406-771-1265
<b>Project Name:</b> Great Falls Splash Park Demolition And Reconstruction	<b>Fax:</b>
<b>Project Location:</b>	<b>Bid Number:</b>
	<b>Bid Date:</b> 1/12/2024

We submit the following quotation for your consideration. If you have any questions, feel free to contact me at 453-7692.

Thank you.

Item Description	Estimated Quantity	Unit	Total Price
Demolition Of Existing Kiddy Pool (assumed 8" Thick) And Installation Of 3/4" Road Material * Includes Demolition Of Pool, Removal Of Materials, Installation Of 3/4" Road Material, Gravel Compaction Tests*	1.00	LS	\$28,650.00

**Total Bid Price: \$28,650.00**

**Notes:**

- The above prices **DO NOT** include Performance and Payment Bond. Add 1% if bond is required.
- The above prices **DO NOT** include Surveying, Layout, Permits, Fence Removal or Reinstallation, Irrigation Restoration, or Landscaping Restoration.
- This quote provides for one move-in. Please add \$1,300.00 for add'l excavation mobilizations.
- The above prices **DO NOT** include gross receipts tax.
- The above price is given subject to a mutually agreeable schedule.
- **United Materials will not be responsible for damages or repairs to privately owned underground utilities (electrical, irrigation, etc.) that are not located by OneCall or by property owner.**
- **United Materials will not be responsible for damages or repairs to privately owned surfacing (asphalt, concrete, etc.) caused by legally loaded construction equipment/trucks accessing project site. Haul route to be determined by mutual agreement between owner and United Materials.**
- This quotation is good for 30 calendar days.

**Payment Terms:**

If you have any questions concerning this quote, please call me at (406) 453-7692.Thanks for this opportunity to provide a quotation to you.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>United Materials Of Great Falls, Inc.</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Sara Goroski 406.868.0887 sara@unitedmaterialsgtf.com</p>
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Commission Meeting Date: May 7<sup>th</sup>, 2024  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Fire Station Infrastructure Renovations Change Order #1, O.F. 1797.1  
**From:** Finance Department (Sylvia Tarman, ARPA Project Manager)  
**Initiated By:** Finance Department, Fire Department  
**Presented By:** Sylvia Tarman, Project Manager  
**Action Requested:** Approve Change Order #1

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (award/not award) Change Order #1, to James Talcott Construction, Inc. for the Fire Station Infrastructure Renovations Project, in the amount of \$32,717.68 utilizing American Rescue Plan Act funds, and authorize the City Manager to execute the contract documents.”

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

**Staff Recommendation:**

Staff recommends that the City Commission approve Change Order #1 for James Talcott Construction, Inc. to complete the changes associated with the change order for the Fire Station Infrastructure Renovations Project.

**Background:**

The City Commission awarded the construction contract to James Talcott Construction Inc. for the Fire Station Infrastructure Renovations Project at the April 18<sup>th</sup>, 2023 Commission meeting. Construction began in June of 2023. At the beginning of the project, the project team agreed to hold on work at Station 4 to account for any scope or budget overruns at the other stations. Station 4 was identified as the lowest priority building because it had received substantial infrastructural refurbishment in 2019.

As work has progressed, the project team has identified numerous opportunities to optimize the functionality of Fire Stations One, Two, and Three by changing the designs of certain infrastructure items and completing items that were not included in the original scope. The construction crew also encountered many unknown obstacles over the course of the project that needed to be accommodated for, including additional asbestos containing materials, plumbing issues, and old, abandoned features within the walls and ceilings. Through coordination with the project team, these items were scrutinized and tracked against the scope of work for Station #4. In other words, as the budgets at the other stations increased, the budget at Station 4 decreased.

With the temperature drops over the winter, numerous issues occurred with the boilers at Station 4 that needed to be addressed with temporary fixes to maintain operations. It became apparent that limping the existing boilers along for another season was not a viable solution. Therefore, the project team decided that while the other scope items at Station #4 could be handled at a later date, the boiler replacement had to be a priority for this project. For those reasons, this change order maintains the scope of work for replacing the boiler and electrical panel for Station 4, but removes the rest of the scope at Station 4 in order to cover the necessary changes at the other 3 stations.

The original contract amount was awarded for \$2,731,200.00. The scope of work for Station #1 increased by \$209,179.71. The scope for Station #2 increased by \$6,994.36. The scope of Station #3 increased by \$29,058.72. And the scope of Station #4 was decreased by \$212,515.11. These changes increase the total contract amount to \$2,763,917.68, an overall increase of approximately 1% of the original contract amount.

**Fiscal Impact**

This project is being awarded through ARPA Funds. This Change Order increases the contract amount by \$32,717.68, for a new contract total of \$2,763,917.68. This affect the overall ARPA allocations, but as other projects have come in under budget, there are unallocated funds to offset this increase.

**Alternatives:**

The City Commission could vote to deny the change order, however many of these items have been executed to some point in order to keep the project moving forward. Alternative funding would have to be identified.

**Concurrences:**

This action is supported by the staff of the Finance Department and Fire Department.

**Attachments/Exhibits:**

AIA Change Order #1

# AIA® Document G701® – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Great Falls Fire Stations Reno #1-105 9 <sup>th</sup> St. S, Great Falls, MT 59401 #2-731 6 <sup>th</sup> St NW , Great Falls 59404 #3-3325 Central Ave, Great Falls, MT 59401 #4-1800 Fox farm RD, Great Falls, MT 59404	<b>CONTRACT INFORMATION:</b> Contract For: General Construction Date: May 4, 2023	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 01 Date: April 17, 2024
<b>OWNER:</b> <i>(Name and address)</i> City of Great Falls  PO Box 5021, Great Falls, MT 59403	<b>ARCHITECT:</b> <i>(Name and address)</i> Cushing Terrell 219 2 <sup>nd</sup> Avenue South Great Falls, MT 59405	<b>CONTRACTOR:</b> <i>(Name and address)</i> James Talcott Construction PO Box 5021 Great Falls, MT 59403

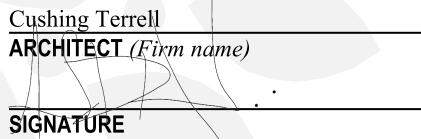
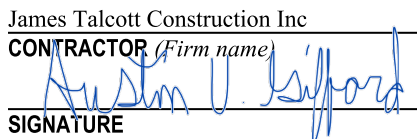
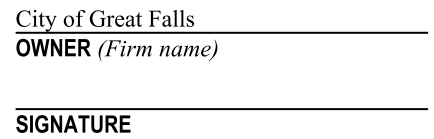
**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*  
See attached pages.

The original Contract Sum was	\$	2,731,200.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	2,731,200.00
The Contract Sum will be increased by this Change Order in the amount of	\$	32,717.68
The new Contract Sum including this Change Order will be	\$	2,763,917.68
The Contract Time will be unchanged by ( ) days.		
The new date of Substantial Completion will be 07/15/2024		

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Cushing Terrell <b>ARCHITECT</b> <i>(Firm name)</i>	James Talcott Construction Inc <b>CONTRACTOR</b> <i>(Firm name)</i>	City of Great Falls <b>OWNER</b> <i>(Firm name)</i>
 <b>SIGNATURE</b>	 <b>SIGNATURE</b>	 <b>SIGNATURE</b>
Anthony Houtz, AIA <b>PRINTED NAME AND TITLE</b>	Austin Gifford, Project Manager <b>PRINTED NAME AND TITLE</b>	Greg Doyon, City Manager <b>PRINTED NAME AND TITLE</b>
04-19-2024 <b>DATE</b>	4/19/2024 <b>DATE</b>	<b>DATE</b>

**Itemized List**

**Fire Station #1  
105 9th Street South, Great Falls, MT 59401**



No.	Description	Cost of Change
1	PR1-01_Delta 3	\$1,279.75
2	PR1-02_Delta 3 Rev2	\$56,388.73
3	RFI001 Additional Asbestos	\$6,667.21
4	Asbestos Tile at Entry 1-117	\$1,839.63
5	PR1-03_Delta 05	\$0.00
6	PR1-03_Delta 5 REV1	\$29,111.59
7	Add Hallway 124 ACT	\$1,900.92
8	Change from 4" to 6" Rubber base	\$1,162.61
9	Additional Signage	\$0.00
10	RFI006 Roof Access Ladder	\$5,548.82
11	PR1-04_REV1	\$9,796.40
12	PR1-05_Delta 7	\$1,009.73
13	1st floor locker change	\$0.00
14	CP14 Permit Cost	\$2,024.50
15	CP15 Paint Dorm & Locker	\$1,610.61
16	CP16 Add Sound Batts-1st FL Walls	\$769.76
17	RFI005 Gyp Board Ceiling in shower	\$0.00
18	PR1-06 Delta 8_REV1	\$12,697.19
19	RFI011 2nd Flr Additional Abatement	\$10,701.44
20	RFI010 Existing Manholes	\$2,039.36
21	Tile man REA Claim	\$1,990.84
22	RFI012 Roofing for Mechanical	\$620.64
23	RFI013 Elect Demo for Mech Unit	\$759.05
24	RFI014 2nd Floor Drain	\$3,325.66
25	RFI019 Add Truck Bay Drop Cord	\$1,350.03
26	RFI022 Domestic Water Hot Recirc Line	\$3,363.47
27	2nd floor Window Replacement	\$14,532.68
28	2nd Floor Locker REV1	\$0.00
29	RFI020 2nd Floor Roof Drain Chases	\$965.56
30	RFI021 ERV1-1 Duct	\$934.42
31	RFI016 2nd Floor Existing Walls	\$3,356.79
32	RFI017 Ready RM UV Equipment	\$14,845.75
33	Additional Scope and GC's	\$18,586.57
NA	RFI002 Hydronic Piping Size	\$0.00
NA	RFI003 Insulation Tape	\$0.00
NA	RFI004 FT-1 Tile	\$0.00
NA	RFI007 Copper Pipe Fitting Option	\$0.00
NA	RFI009 Mechanical System Pot Feeders	\$0.00
NA	RFI015 2nd Floor Plumbing Walls	\$0.00
NA	RFI018 Fin Tube Conflict	\$0.00
		<b>\$209,179.71</b>

**Itemized List**



**Fire Station #2  
731 6th Street NW, Great Falls, MT 59404**

No.	Description	Cost of Change
1	PR2-01 Delta 4	\$0.00
2	PR2-02 Delta 5	\$0.00
3	PR2-03 Delta 6	\$276.86
4	Permit Cost	\$1,218.91
5	PR2-04	\$276.86
6	RFI004-Mechanical Roof Penetrations	\$1,153.05
7	RFI003-Relocate Condensing Units to Roof	\$3,510.91
8	RFI005-Existing Bathroom Mirrors	\$557.77
NA	RFI001-Wall Tile	\$0.00
NA	RFI002-Flow Control GPM	\$0.00
NA	RFI006-ERV2-1 Supply Duct Route	\$0.00
NA	RFI007-Vanity Light Control	\$0.00
NA	RFI008-Dorm Rooms Exhaust	\$0.00
NA	RFI009-Boiler Room Cold Air Trap	\$0.00
NA	RFI010-ERV2-2 Outside Air Duct	\$0.00
		<b>\$6,994.36</b>

**Itemized List**



**Fire Station #3  
3325 Central Ave, Great Falls, MT 59401**

No.	Description	Cost of Change
1	PR3-01 Delta 4	\$0.00
2	PR3-02 Delta 5	\$0.00
3	PR3-03 Delta 6	\$0.00
4	PR3-04 Delta 7	\$276.86
5	PR3-05	\$1,695.79
6	Tile Man REA Claim	\$755.91
7	Permit Cost	\$627.30
8	Add light Switch to RM 3-111	\$685.67
9	RFI013 ERV3-1 Supply Duct Routing	\$774.35
10	PR3-06	\$276.86
11	RFI007 Existing Hose Bibb & Condensate	\$415.30
12	RFI011 Dorm 3-111 Ceiling	\$7,260.07
13	RFI014 Mech Roof Penetrations	\$2,412.07
14	RFI012 Relocate Condensing Units ro Roof	\$4,170.99
15	RFI015 Abandoned Exhaust Fan	\$928.65
16	General Conditions	\$6,315.96
17	Paint 3 Existing Doors & Frames	\$2,462.94
	RFI001 FT-1 Tile	\$0.00
	RFI002 Hydronic Piping	\$0.00
	RFI002 Hydronic Piping	\$0.00
	RFI003 Demo Notes MD1.01	\$0.00
	RFI004 Mech Room Breaching	\$0.00
	RFI006 Locker Room Elevation Views	\$0.00
	RFI008 Rm 3-111 Duplex Receptacle	\$0.00
	RFI010 EF3-1 Control Wiring	\$0.00
	RFI015 Damper Balancing in hard lid	\$0.00
		<b>\$29,058.72</b>



**Change Order List**



**Fire Station #4  
1800 Fox Farm Road, Great Falls, MT 59404**

No.	Describe Change	Cost of Change
1	PR4-01 Delta 4	\$0.00
2	PR4-02 Delta 5	\$0.00
3	Permit Cost	\$1,365.59
4	CP04 PR4-03	\$276.86
5	CP05 Existing Boiler Gas Valve	\$1,630.90
6	Phased Set Revised 1/16/2024	(\$215,788.46)
		<b>(\$212,515.11)</b>



Commission Meeting Date: May 7, 2024

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** North Parking Garage - Proposal for Free 2-Hour Summer Parking Trial

**From:** Brock Cherry, Planning & Community Development Director

**Initiated By:** City of Great Falls

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

**Action Requested:** Approve the proposal to initiate 2-hour free parking at the North Parking Garage from June 1, 2024, through August 31, 2024.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) the proposal to initiate 2-hour free parking at the North Parking Garage from June 1, 2024 through August 31, 2024.”

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

---

**Parking Advisory Commission Recommendation:**

The Parking Advisory Commission on April 18, 2024, voted 7-0 to recommend that the City Commission approve the proposal to initiate 2-hour free parking at the North Parking Garage from June 1, 2024, through August 31, 2024.

**Staff's Recommendation:**

Planning & Community Development Staff, along with staff from S&P+ have reviewed the proposed trial program and recommend approval.

**Background:**

In coordination with the City Manager's Office, Mayor Cory Reeves approached Staff to discuss potential improvements to the downtown parking program. One idea was to offer a "parking holiday" for metered curb parking to remove the financial burden of parking downtown. However, after reviewing the significant revenues associated with metered curb parking (\$300,000 per year) and recognizing the need for "parking-turnover" so that commercial retail and service providers can be more effective, it was decided that significant changes to the metered curb parking should not be addressed at this time.

The staff then evaluated the performance of the North Parking Garage, including its revenues of approximately \$12,000 per year. Staff concluded that the North Parking Garage was functioning as budgeted but produced nominal revenues in terms of volume. Furthermore, staff studied the North

Garage's occupancy rates and discovered that it had historically been underutilized, with an average occupancy rate of 43.75% between January 2023 and March 2024 (refer to Attachment A).

**Proposal Summary:**

It is proposed to offer a 2-hour free parking summer trial at the North Parking Garage between June 1st and August 31st, 2024. This period marks the city's busiest time of the year. During the trial period, the city's staff will record and analyze data, such as the garage's capacity, availability of metered curb parking, and downtown activity. A report outlining potential recommendations will be produced and presented at a work session for the Parking Advisory Committee and the City Commission to discuss future parking policy.

Staff will collaborate with the Parking Advisory Commission, SP+, the Great Falls Downtown Business Improvement District, Great Falls Tourism, and Downtown Businesses to ensure the trial program's success by:

- Clearly and effectively communicate and advertise the summer trial, including temporary banners/signage on the garage, a press release, an informational brochure/flyer, a social media campaign, etc.
- Administering a survey for businesses and downtown customers regarding their experience with the trial.
- The PCD Transportation Planning Group is working with SP+ to analyze garage occupancy, metered curb parking occupancy, and other related data.

Projected benefits from the free parking trial include:

- Relieving residents and downtown visitors of the cost of parking downtown.
- Relieve congestion of occupied metered curb parking.
- Receive feedback from the public, including businesses and residents, regarding City's downtown parking policies.
- Educate the public regarding access to the parking garages.

**Financial Impacts:**

City Staff and the Parking Advisory Commission received no public comment regarding the proposal at the April 18th, 2024, meeting. Based on last year's performance, the projected revenue the North Parking Garage will lose is approximately \$4,000.00. Further, Staff intends to utilize existing budgeted parking monies for temporary banners, flyers/brochures, and other pertinent marketing materials.

**Public Comment:**

City Staff and the Parking Advisory Commission received no public comment regarding the proposal at the April 18th, 2024, Parking Advisory Commission meeting.

**Attachments/Exhibits:**

- Attachment A – City of Great Falls – Parking Garage & Surface Lots Occupancy

**ATTACHMENT A**

**2024 North Ramp**

**2024 South Ramp**

spaces- 496	permits	occupancy rate
January	214	43.15%
February	210	42.34%
March	236	47.58%
April		0.00%
May		0.00%
June		0.00%
July		0.00%
August		0.00%
September		0.00%
October		0.00%
November		0.00%
December		0.00%

spaces-31 permits	occupancy rate
January	81 26.05%
February	83 26.69%
March	84 27.01%
April	0.00%
May	0.00%
June	0.00%
July	0.00%
August	0.00%
September	0.00%
October	0.00%
November	0.00%
December	0.00%

**Parking Lots**

	spaces-23	Occupancy	spaces-90	Occupancy	spaces-30	Occupancy	spaces-60	Occupancy
	#2		#4		#7		#8	
January	7	30.43%	64	71.11%	12	40.00%	60	100.00%
February	7	30.43%	63	70.00%	12	40.00%	58	96.67%
March	8	34.78%	65	72.22%	12	40.00%	56	93.33%
April		0.00%		0.00%		0.00%		0.00%
May		0.00%		0.00%		0.00%		0.00%
June		0.00%		0.00%		0.00%		0.00%
July		0.00%		0.00%		0.00%		0.00%
August		0.00%		0.00%		0.00%		0.00%
September		0.00%		0.00%		0.00%		0.00%
October		0.00%		0.00%		0.00%		0.00%
November		0.00%		0.00%		0.00%		0.00%
December		0.00%		0.00%		0.00%		0.00%

14- Arvon

35- construction

**Meter spaces**

1050

**2023 North Ramp**

spaces-496	permits	occupancy rate
January	178	35.89%
February	210	42.34%
March	217	43.75%
April	221	44.56%
May	219	44.15%
June	220	44.35%
July	223	44.96%
August	222	44.76%
September	213	42.94%
October	218	43.95%
November	225	45.36%
December	213	42.94%

**2023 South Ramp**

spaces-311	permits	occupancy rate
January	114	36.66%
February	114	36.66%
March	119	38.26%
April	112	36.01%
May	117	37.62%
June	78	25.08%
July	109	35.05%
August	120	38.59%
September	127	40.84%
October	78	25.08%
November	72	23.15%
December	74	23.79%

**Parking Lots**

	spaces-23	Occupancy	spaces-90	Occupancy	spaces-30	Occupancy	spaces-60	Occupancy
	#2		#4		#7		#8	
January	6	26.09%	45	50.00%	13	43.33%	59	98.33%
February	9	39.13%	53	58.89%	11	36.67%	56	93.33%
March	9	39.13%	59	65.56%	13	43.33%	62	103.33%
April	9	39.13%	37	41.11%	10	33.33%	57	95.00%
May	9	39.13%	49	54.44%	12	40.00%	60	100.00%
June	9	39.13%	41	45.56%	12	40.00%	56	93.33%
July	21	91.30%	45	50.00%	12	40.00%	57	95.00%
August	21	91.30%	55	61.11%	12	40.00%	60	100.00%
September	8	34.78%	45	50.00%	4	13.33%	53	88.33%
October	7	30.43%	68	75.56%	3	10.00%	55	91.67%
November	5	21.74%	41	45.56%	3	10.00%	55	91.67%
December	8	34.78%	50	55.56%	4	13.33%	56	93.33%

14- Arvon

34- construction



Commission Meeting Date: May 7, 2024

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

- Item:** Ordinance 3266 - Zoning Map Amendment to change the zoning for the property addressed as 1525 3<sup>rd</sup> St NW and legally described as Lot 2 of Riverview Tracts 5<sup>th</sup> Supplement, Section 2, T20N, R3E, P.M.M., Cascade County, Montana, from M-2 Mixed-use Transitional to C-2 General Commercial.
- From:** Lonnie Hill, Deputy Director, Planning and Community Development
- Initiated By:** Town Pump, Inc.  
Represented by Joe Murphy, Big Sky Civil & Environmental
- Presented By:** Brock Cherry, Director, Planning and Community Development
- Action Requested:** City Commission accept Ordinance 3266 on first reading and set a public hearing for June 4, 2024.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3266 on first reading and set a public hearing for June 4, 2024.”

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

**Staff Recommendation:**

The Zoning Commission recommended that the City Commission approve the applicant’s request for a Zoning Map Amendment at the conclusion of a public hearing held on April 9, 2024. In addition, staff recommends approval with the following conditions:

**Conditions of Approval:**

1. **General Code Compliance.** The proposed project shall be developed consistent with the conditions in this report and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. **Land Use & Zoning.** The proposed plans shall conform to the C-2 General Commercial zoning district development standards contained within the Official Code of the City of Great Falls.
3. **Engineering Review.** The final engineering drawings and specifications for improvements to the subject property shall be submitted to the City Public Works Department for review and approval.

### **Background & Prior Nonconforming Uses:**

The subject property, located at 1525 3rd Street NW, includes a vacant commercial building on 0.87 acres and is currently within the M-2 Mixed-use Transitional Zoning District. The applicant requests a zoning map amendment to rezone the subject property to C-2 General Commercial to allow for the redevelopment of the existing building into a lounge, casino, and provide off-premise alcohol sales. The proposed land uses are not permitted within the M-2 Zoning District, necessitating the request to rezone the property to C-2, which allows a lounge, casino, and off-premise alcohol sales as permitted uses.

The property was most recently the west side location of the restaurant “Best Wok,” which was established in 2016. Before Best Wok, the site was the location of the restaurant “New Peking,” which included a lounge, casino, and liquor sales. At that time, each use was considered legal nonconforming as they were established upon the property before current zoning regulations. According to OCCGF §17.64.020, if a nonconforming use ceases for any reason for more than twenty-four (24) months, any subsequent use shall conform with this Title. According to City records, the previous uses of a lounge, casino, and liquor sales have not occurred on-site in more than (24) months, and therefore, the establishment of these uses necessitates a rezone to C-2.

### **Zoning Map Amendment Request:**

The subject property is currently within the M-2 Mixed-use Transitional Zoning District. The applicant is requesting the subject property be rezoned to C-2 General Commercial for the purpose of renovating the existing building and site. The properties to the north, east, and south of the subject property are also within the M-2 zoning district. The property west of the subject property, across 3<sup>rd</sup> Street NW, is within the C-2 General Commercial Zoning District, the same district being requested.

According to OCCGF §17.20.2.040 the M-2 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. The proposed C-2 District primarily intends to accommodate high-traffic businesses that focus on vehicle traffic. Staff finds the request to rezone to C-2 is appropriate because of the existing conditions of the commercial site and its location upon a principal arterial, 3<sup>rd</sup> Street NW, that can accommodate high-traffic business activity, which is a defining characteristic of the C-2 District.

A zoning map amendment requires a public hearing to be conducted by the Zoning Commission and the City Commission and the surrounding property owners to be notified of the hearings and a sign posted on the property. Public notice for the City Commission public hearing was published in the Great Falls Tribune on March 24, 2024. To date, Staff has yet to receive any public comment regarding the request.

The basis for decision on zoning map amendments, i.e. rezoning or zone changes, is listed in OCCGF §17.16.40.030. The recommendation of the Zoning Commission and the decision of the City Commission shall, at a minimum, consider the criteria which are attached as *Attachment B – Basis of Decision – Zoning Map Amendment*.

### **2013 Growth Policy Update Analysis:**

Staff has reviewed the City’s 2013 Growth Policy Update and has concluded that the Growth Policy supports the proposed zoning map amendment. Specifically, the Growth Policy lists physical goals and principles on page 88 that encourage development in areas that can best accommodate it based on infrastructure, access, and proximity to major employers. The Growth Policy also lists policies on page 144 that support the utilization of existing infrastructure and identify underutilized parcels as candidates for redevelopment. Page 155, the Growth Policy states that economic policy should continue efforts to

expand, retain, and attract new businesses to Great Falls. Additionally, physical policies on page 162 of the Growth Policy prioritize infill development, including the goal of incentivizing the redevelopment or adaptive reuse of vacant or underutilized properties to maximize the City's existing infrastructure. The supporting findings are listed in *Attachment B – Basis of Decision – Zoning Map Amendment*.

**The Missouri River Urban Corridor Plan Analysis:**

The subject property is located within the “Primary Impact Area” of The Missouri River Urban Corridor Plan, shown on page 15 of the Plan. A primary impact area includes lands with strong relationships to the river that are most central to the Corridor Plan. Staff notes the subject property does not immediately front the Missouri River and is located upon a principal arterial street frontage, 3<sup>rd</sup> Street NW. This area, including the subject property, was an existing commercial development at the time of the Plan's adoption. On page 43, the Plan acknowledges existing commercial properties and states a goal to incorporate existing commercial developments into the new community. In addition, the Plan states that commercial development capitalizes on primary street frontage and acts as a buffer, sheltering residential development behind. The Plan also states that the lack of growth is the single biggest barrier to success for the community and the riverfront. As a result, Staff finds consistency between the applicant's request to rezone the property to C-2 to allow for the utilization of an existing vacant commercial site and the Missouri River Urban Corridor Plan.

**Transportation Analysis:**

The existing site has two accesses onto 3<sup>rd</sup> Street NW along the northwest property line. 3<sup>rd</sup> Street NW is classified as a principal arterial within the Montana Department of Transportation's (MDT) network of roads. MDT currently maintains the street. The proposed use of a lounge, casino, and liquor store is expected to generate trip volumes similar to those generated by the most recent restaurant use. No significant change in traffic impact or demand is anticipated.

**Neighborhood Council:**

The subject property is located in Neighborhood Council #3. The applicant's representative presented at the Council's regularly scheduled March 7<sup>th</sup> meeting. The Council voted 2-1 to support the rezoning request.

**Concurrences:**

Representatives from the City's Public Works Department and Fire Department have been involved in the review process for this application. Review of the building permit for the proposed redevelopment will require review from other City departments at the time of building permit submittal. This review will include coordination with the other City Departments to develop the subject property. No code compliance issues have been identified in the interdepartmental review process.

**Fiscal Impact:**

Approval of this request is expected to result in the redevelopment of an existing vacant commercial building, increasing the property's value. This, in turn, would result in increased revenue for the city and other entities whose revenue is based upon property valuation. The applicant will bear the cost of utility connections and all site improvements. This infill project utilizes existing utility infrastructure and is located within an area already served by City Fire, Police, and EMS services.

**Alternatives:**

The City could decline to set the public hearing for Ordinance 3266. Due process normally requires that the City Commission schedule public hearings to hear requests of this type.



**Attachments/Exhibits:**

- Attachment A - Ordinance 3266
- Attachment B – Basis of Decision – Zoning Map Amendment
- Attachment C - Aerial Map
- Attachment D - Zoning Map
- Attachment E - Allowable Uses C-2 and M-2
- Attachment F - Application Packet

**ORDINANCE 3266**

**AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA TO REZONE THE PROPERTY LEGALLY DESCRIBED AS LOT 2 OF RIVERVIEW TRACTS 5<sup>TH</sup> SUPPLEMENT, SECTION 2, T20N, R3E, PMM, CASCADE COUNTY, MONTANA, FROM M-2 MIXED-USE TRANSITIONAL TO C-2 GENERAL COMMERCIAL**

\* \* \* \* \*

**WHEREAS**, the subject property, located at 1525 3<sup>rd</sup> St NW and legally described above, is presently zoned M-2 Mixed-use Transitional; and

**WHEREAS**, the property owner, represented by Town Pump Inc., has petitioned the City of Great Falls to rezone said properties to the C-2 General Commercial zoning district; and

**WHEREAS**, the Great Falls Zoning Commission conducted a public hearing on April 9, 2024, to consider said rezoning from M-2 Mixed-use Transitional to C-2 General Commercial zoning district and, at the conclusion of said hearing, passed a motion recommending the City Commission rezone the property legally described as Lot 2 of Riverview Tracts 5<sup>th</sup> Supplement, Section 2, T20N, R3E, 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 4th day of June, 2024, 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.

ATTACHMENT A

Section 2. That the property legally described as: Lot 2 of Riverview Tracts 5th Supplement, Section 2, T20N, R3E, P.M.M., Cascade County, Montana, be rezoned to C-2 General Commercial 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 May 7, 2024.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading June 4, 2024.

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

ATTEST:

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

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3266 on the Great Falls Civic Center posting board and the Great Falls City website.

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

(CITY SEAL)

## ATTACHMENT A

**BASIS OF DECISION – ZONING MAP AMENDMENT**

Lot 2 of Riverview Tracts 5<sup>th</sup> Supplement, Section 2, T20N, R3E, P.M.M., Cascade County, Montana

**PRIMARY REVIEW CRITERIA:**

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

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

The proposed zoning map amendment is consistent with the overall intent and purpose of the City of Great Falls 2013 Growth Policy Update. The request to rezone property from M-2 Mixed-use Transitional to C-2 General Commercial will allow the applicant to utilize the existing vacant site and building. The applicant requests a zoning map amendment to rezone the subject property to C-2 General Commercial to allow for the establishment of a lounge, casino, and off-premise alcohol sales. The land use of a casino is not permitted within the M-2 zoning district, necessitating the request to rezone the property to C-2 which allows a casino as a permitted land use. Staff finds the City's Growth Policy strongly supports the proposed zoning map amendment to facilitate redevelopment upon an infill lot so as to maximize the City's existing infrastructure and services. The zoning map amendment request is consistent with several sections and policies of the Growth Policy including:

Physical Goals and Principles (page 88)

Encourage development in areas that can best accommodate it based on infrastructure, access, and proximity to major employers.

Key Implementation Strategies (page 117)

Encourage the Development of Underutilized or Vacant Lands and Enclaves.

Environmental Policies – Urban Form (page 144)

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

Economic Policies – Attract and Retain New Business (page 155)

3.4 Continue efforts to expand, retain and attract new businesses to Great Falls.

Physical Policies - Land Use (page 162)

4.1.1 Promote and incentivize infill development that is compatible with the scale and character of established neighborhoods.

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

**ATTACHMENT A**

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. The subject property is located in Neighborhood Council #3. The applicant's representative presented at the Council's regularly scheduled March 7<sup>TH</sup>, 2024 meeting. The Council voted 2-1 to support the rezone request. Because there is no adopted neighborhood plan adopted for the general area, the amendment is not inconsistent with Criterion #2.

**3. The amendment 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 located within the "Primary Impact Area" of The Missouri River Urban Corridor Plan shown on page 15 of the plan. A primary impact area includes lands with strong relationships to the river that are most central to the Corridor Plan. Staff notes the subject property is not immediately fronting the Missouri River, and is located upon a principal arterial street frontage, 3rd Street NW. This area, including the subject property, was an existing commercial site at the time of the Plan's adoption. On page 43, the Plan acknowledges existing commercial properties and states a goal to incorporate existing commercial developments into the new community. In addition, the Plan states commercial development capitalizes on primary street frontage and acts as a buffer, sheltering residential development behind. The Plan also states the lack of growth is the single biggest barrier to success-for the community and the riverfront. As a result, Staff finds consistency between the applicants' request to rezone the property to C-2 to allow for the utilization of an existing vacant commercial site and the Missouri River Urban Corridor Plan.

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

The proposed amendment to establish C-2 General Commercial zoning will not be in conflict with any portion of the existing City Code and will be internally consistent. The proposed use of a lounge, casino, and liquor store fits within with the context of the existing commercial corridor based on the surrounding uses surrounding the subject property. The proposal will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish and impair property values in the neighborhood, as the subject properties are existing residential properties.

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

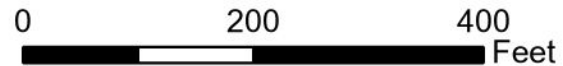
There are no existing public health, safety, or welfare issues that have been identified for this property. The zoning assignment will have no impact on these issues.

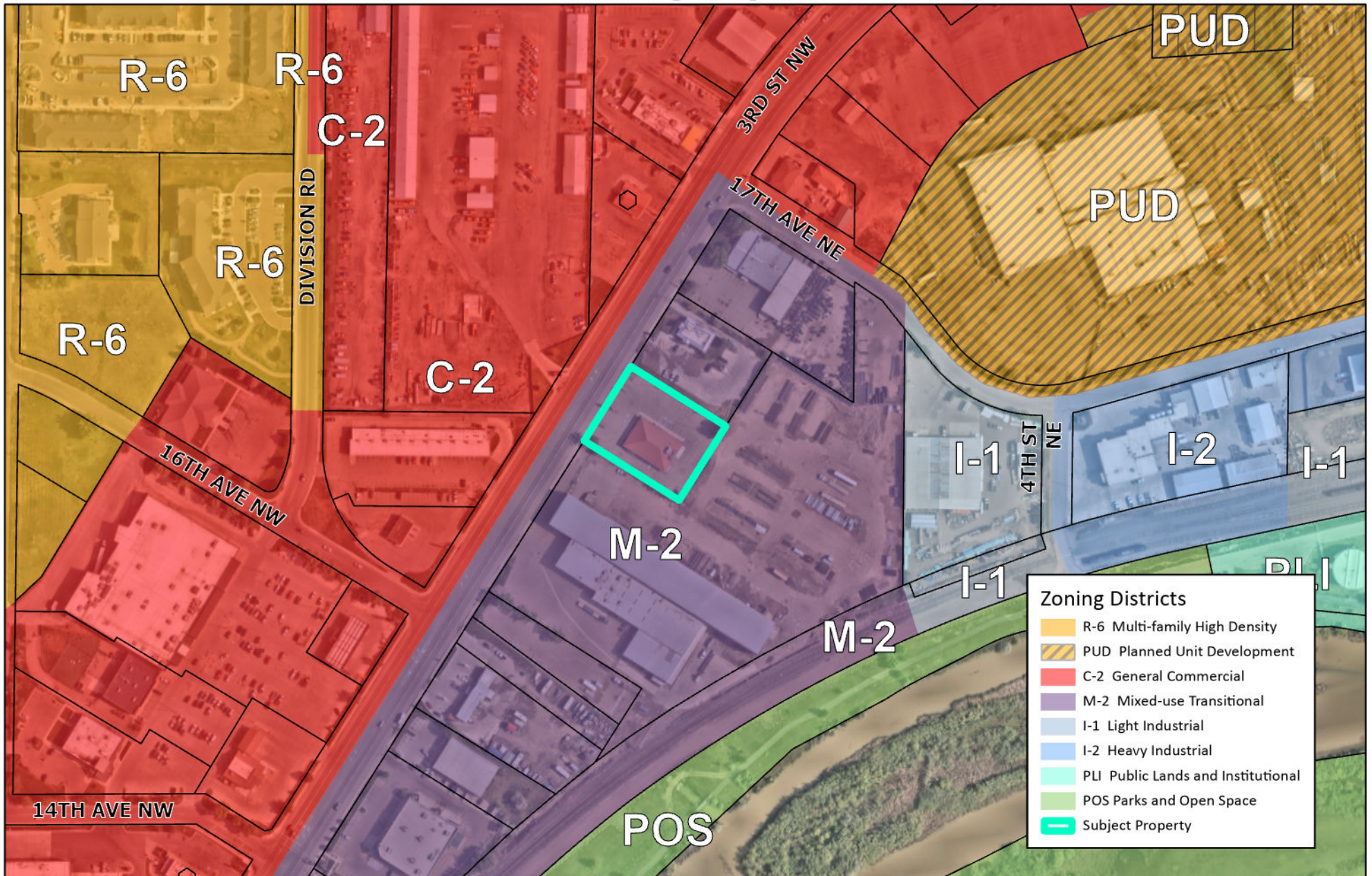
**ATTACHMENT A****6. The City has or will have the financial and staffing capability to administer and enforce the amendment.**

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



- Parcels
- Subject Property





Zoning Districts	
	R-6 Multi-family High Density
	PUD Planned Unit Development
	C-2 General Commercial
	M-2 Mixed-use Transitional
	I-1 Light Industrial
	I-2 Heavy Industrial
	PLI Public Lands and Institutional
	POS Parks and Open Space
	Subject Property



Parcels  
 Subject Property





Title 17 - LAND DEVELOPMENT CODE  
Chapter 20 - LAND USE  
Article 3 ALLOWABLE USES

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### **Article 3 ALLOWABLE USES**

#### **Sections:**

#### **17.20.3.010 Allowable uses within zoning districts.**

For the purposes of this Title, land uses are categorized as principal, accessory, and temporary. The land uses that are allowable in one (1) or more districts are defined in Chapter 8 of this Title. Exhibit 20-1 through 20-3 lists the uses as allowed in one (1) or more base zoning districts. The coding system, as described below, is used to identify the appropriateness of the land uses in each of the various base districts and the type of review if allowed.

"P" indicates that the use is permitted in the district by right, provided that all other provisions of this Title are met. These uses do not undergo public review, but are reviewed at the administrative level to ensure compliance.

"-" indicates that the use is not permitted in the district.

"C" indicates that the use is permitted in the district as a conditional use.

#### **17.20.3.020 Similarity of uses.**

Because the list of uses cannot include every conceivable type of activity, those uses that are listed shall be interpreted to include other uses that are of a similar nature and have similar impacts to the listed use.

#### **17.20.3.030 Uses not listed.**

Those uses not listed, and which cannot be interpreted to be similar to any listed use, as provided for above, shall be prohibited.

#### **17.20.3.040 Project classified in more than one (1) land use category.**

In the event that the proposed project includes more than one (1) land use category, the following rules shall apply:

1. **Prohibited and allowable uses in project.** If a proposed project includes both an allowable use(s) and a prohibited use(s), the prohibited portion of the project may not occur in the district.
2. **More than one (1) review type or development standard in project.** If a proposed project includes more than one (1) use, with different levels of approval, the strictest of the approval procedures shall apply to the whole project.

#### **17.20.3.050 Relationship of a principal use to an accessory use.**

Before an accessory use may be established, the premises shall host a principal use.

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**17.20.3.060 Certain land uses shown as permitted may be a conditional use.**

A permitted land use (as shown in Exhibit 20-1, 20-2, 20-3) that emits air contaminants or potentially offensive odors outside of the building, or that handles radioactive materials, hazardous substances, hazardous waste, or regulated substances shall be considered a conditional use in every circumstance.

**Exhibit 20-1. Principal Uses by District**

Use	C-2	M-2	Special Standards
Agriculture, horticulture, nursery	-	-	17.20.6.005
Marijuana cultivation	-	-	
Mobile home/park	-	-	17.20.6.010
Residence, single-family detached	-	P	
Residence, zero lot line	-	P	17.20.6.020
Residence, two-family	-	P	
Residence, multi-family	P	P	17.20.6.040
Residence, townhouse	-	P	17.20.6.050
Residence, manufactured/factory-built	-	P	17.20.6.060
Retirement home	-	P	
Community residential facility, type I	-	P	
Community residential facility, type II	-	C	
Day care center	P	P	
Emergency shelter	C	C	
Family day care home	-	P	
Group day care home	-	P	
Nursing home	C	P	
Campground	C	-	17.20.6.070
Hotel/motel	P	P	

Micro-brewery	P	C	17.20.6.080
Restaurant	P	P	17.20.6.080
Tavern	P	C	17.20.6.080
Agriculture sales	-	-	
Auction sales	C	-	
Construction materials sales	P	-	
Convenience sales	P	-	
General sales	P	P	
Manufactured housing sales	-	-	
Marijuana dispensary	-	-	
Off-site liquor sales	P	C	
Secondhand sales	P	-	
Shopping center	P	-	
Administrative services	P	P	
Commercial kennel	P	-	17.20.6.090
Financial services	P	P	
Funeral home	P	P	
General services	P	P	
Professional services	P	P	
Sexually-oriented business	-	-	17.20.6.100
Veterinary clinic, large animal	C	-	
Veterinary clinic, small animal	P	P	17.20.6.110
Large equipment rental	C	-	

Small equipment rental	P	-	
General repair	P	-	
Vehicle fuel sales	P	-	
Vehicle repair	P	-	17.20.6.120
Vehicle sales and rental	P	-	
Vehicle services	P	P	
Agricultural commodity storage facility	-	-	
Climate controlled indoor storage	P	P	
Fuel tank farm	-	-	
Marijuana transporter	-	-	
Mini-storage facility	-	C	17.20.6.130
Freight terminal	-	-	
Warehouse	-	C	
Casino	P	-	
Indoor entertainment	P	C	
Indoor sports and recreation	P	C	
Golf course/driving range	-	-	
Miniature golf	P	C	
Outdoor entertainment	-	-	
Park	P	P	
Recreational trail	P	P	
Administrative governmental center	P	P	

Animal shelter	C	C	17.20.6.160
Cemetery	-	-	17.20.6.170
Civic use facility	P	P	
Community center	P	P	
Community cultural facility	P	P	
Community garden	C	P	17.20.6.175
Public safety facility	P	P	
Worship facility	P	P	17.20.6.180
Health care clinic	P	P	
Health care facility	P	C	
Health care sales and services	P	P	
Commercial education facility	P	P	
Educational facility (K–12)	-	C	17.20.6.200
Educational facility (higher education)	C	C	
Instructional facility	P	P	
Composting facility	-	-	17.20.6.210
Recycling center	-	-	17.20.6.220
Solid waste transfer station	-	-	17.20.6.230
Amateur radio station	-	-	17.20.6.240
Telecommunication facility			17.20.6.250
Concealed facility	P	P	
Unconcealed facility	C	C	
Co-located facility	P	C	
Utility installation	C	C	

Airport	-	-	
Bus transit terminal	P	C	
Heli-pad	C	C	17.20.6.260
Parking lot, principal use	P	P	
Parking structure	P	P	
Railroad yard	-	-	
Taxi cab dispatch terminal	P	P	
Contractor yard, type I	C	P	17.20.6.270
Contractor yard, type II	-	C	17.20.6.280
Artisan shop	P	P	
Industrial, heavy	-	-	
Industrial, light	-	-	
Industrial park	-	-	
Junkyard	-	-	17.20.6.290
Light manufacturing and assembly	P	P	17.20.6.300
Marijuana manufacturing	-	-	
Marijuana testing laboratory	-	-	
Motor vehicle graveyard	-	-	17.20.6.310
Motor vehicle wrecking facility	-	-	17.20.6.320

- The use is not permitted in the district
- C The use is allowed through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 6 of this chapter, as appropriate ( Ord. 3259 , 2023; Ord. 3251 , 2022; Ord. 3249 , 2022; Ord. 3221 , 2020; Ord. 3166, 2017; Ord. 3087, 2012; Ord. 3068, 2011; Ord. 3056, 2010)

**Exhibit 20-2. Accessory uses by district**

Use	C-2	M-2	Special Standards
Accessory living space	P	P	17.20.7.010
Agriculture, livestock	-	-	17.20.7.080
ATM, exterior	P	P	17.20.7.020
Bed and breakfast	-	P	17.20.7.030
Fences	P	P	17.20.7.040
Gaming, accessory	P	P	17.20.7.050
Garage, private	P	P	17.20.7.060
Home occupation	P	P	17.20.7.070
Private stable/barn	-	-	17.20.7.080
Residence, accessory	P	P	17.20.7.085
Roadside farmer's market	-	-	17.20.7.090
Storage containers	P	-	17.20.7.100
Wind-powered electricity systems	P	P	17.20.7.110



- The use is not permitted in the district

C The use is allowed in the district through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 7 of this chapter, as appropriate  
( Ord. 3251 , 2022; Ord. 3249 , 2022; Ord. 3087, 2012; Ord. 3056, 2010; Ord. 3034, 2009)

**Exhibit 20-3. Temporary uses by district (see 17.20.8.010 for Special Standards)**

Use	C-2	M-2	Special Standards
Garage sales	P	P	17.20.8.015
Itinerant outdoor sales	P	P	17.20.8.020
On-site construction office	P	P	17.20.8.030
On-site real estate sales office	-	P	17.20.8.040
Outdoor entertainment, temporary	P	-	
Sidewalk café	P	P	17.20.8.050
Sidewalk food vendor	P	P	17.20.8.060

- The use is not permitted in the district

C The use is allowed in the district through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 8 of this chapter, as appropriate  
( Ord. 3251 , 2022; Ord. 3249 , 2022; Ord. 3221 , 2020; Ord. 3056, 2010)

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**17.20.3.070 Prohibited land uses.**

No use of land shall be permitted by right or conditionally permitted within the City of Great Falls that is in violation of federal, state or local law, except for land uses relating to activities licensed by the Montana Department of Revenue under the Montana Marijuana Regulation and Taxation Act and identified as allowed in 17.20.3.010 and its accompanying exhibits.

( Ord. 3249 , 2022; Ord. 3054, 2010)

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

# LAND USE APPLICATION

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

Name of Project (if applicable):

1525 3rd St NW Great Falls, MT 59404

Project Address:

Town Pump, Inc.

Applicant/Owner Name:

600 S Main St Butte, MT 59702 attn: Dan Sampson

Mailing Address:

406-497-6700

dans@townpump.com

Phone:

Email:

Joe Murphy

Representative Name:

406-727-2185

jmurphy@bigskyce.com

Phone:

Email:

## LEGAL DESCRIPTION:

RIVERVIEW TRACTS NO 5, Lot 002, PLAT 1296 RIVERVIEW TRACTS 5TH

Lot/Block/Subdivision:

S02 / T20N / R03E

Section/Township/Range:

ZONING (ZONING MAP AMENDMENT ONLY):

LAND USE (CONDITIONAL USE ONLY):

M-2 mixed use transit. C-2 general commerci

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.

Applicant/Owner's Signature:

Date:

Representative's Signature:

Date:

2-14-24

2-14-24



February 14, 2024

Mr. Lonnie Hill, Senior City Planner  
City of Great Falls Planning & Community Development  
P.O. Box 5021  
Great Falls, MT 59403-5021

RE: Zone Change – Former Best Wok, 1525 3<sup>rd</sup> St NW

Dear Mr. Hill,

Transmitted herewith are the following items in support of the proposed zone change:

- Land Use Application executed by owner and representative.
- Exhibit showing the property proposed to be rezoned.
- \$4,000 Check covering the fee for the rezone.

The purpose of the proposed rezone of the property to C-2 is to allow the property to be used as a lounge / casino and to allow the sale of off-premises alcohol; under the current M-2 property zoning, these uses are not allowed.

Please contact me should have *any* questions or concerns or if you need further information.

Sincerely,

Joseph Murphy, P.E.  
Big Sky Civil & Environmental, Inc.

cc: Dan Sampson, Town Pump

encl. (see above)

**bsc&e**  
**BIG SKY CIVIL & ENVIRONMENTAL, INC**

ENGINEERS - PLANNERS - DESIGNERS -  
LAND SURVEYORS - ENVIRONMENTAL SPECIALISTS

1324 13th Ave. SW  
P.O. BOX 3625  
GREAT FALLS, MT 59403  
(406)727-2185 OFFICE  
(406)727-3656 FAX  
www.bigskyce.com

PROFESSIONAL SEAL

BY: CJM  
DATE: 2/15/24

OWNER:

PROJECT NAME:

TOWN PUMP  
CASINO

SHEET TITLE:

ZONING MAP

DRAWING INFORMATION:

OFFICE PROJECT NUMBER: 24B  
OWNER FILE NUMBER: XXXX  
CADD FILE NAME: 24B-CITYMAP  
ASSOCIATED PROJECTS: XXXX

FIGURE:

FIG. 1

