



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
June 06, 2023
7:00 PM**

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

Public participation is welcome in the following ways:

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

PROCLAMATIONS

National Homeownership Month and NeighborWorks Week.

MILITARY UPDATES

1. Miscellaneous Reports and announcements from Montana Air National Guard.

PETITIONS AND COMMUNICATIONS

2. Miscellaneous reports and announcements.

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

NEIGHBORHOOD COUNCILS

3. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

4. Miscellaneous reports and announcements from Boards and Commissions.

5. Reappointment to the Housing Authority Board of Commissioners.

CITY MANAGER

- 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.

- [7.](#) Minutes, May 16, 2023, City Commission Meeting.
- [8.](#) Minutes, May 16, 2023, Port Authority Meeting Minutes.
- [9.](#) Total Expenditures of \$5,934,166 for the period of May 4, 2023 through May 24, 2023, to include claims over \$25,000, in the amount of \$4,972,290.
- [10.](#) Contracts List.
- [11.](#) Approve the Memorandum of Understanding acknowledging acceptance of the 1941 Seagraves Ladder Truck donated by Jim and Joyce Moerkerke.
- [12.](#) Approve the ESRI Small Enterprise Agreement for County and Municipal Government in the amount of \$170,100 total over a 3 year term (\$56,700 Year 1, \$56,700 year 2, and \$56,700 Year 3) and authorize the City Manager to execute the Agreement documents.
- [13.](#) Approve a Professional Services Agreement in the amount of \$455,870 to Great West Engineering Inc., for the City of Great Falls Stormwater Master Plan Update project, and authorize the City Manager to execute the agreement documents.
- [14.](#) Set Public Hearing for Tourism Business Improvement District (TBID) FY2023 Budget Amendment for June 20, 2023.

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.](#) Ordinance 3259, Amendment to OCCGF Title 17, Chapter 20 Allowable Uses - Allowing Residence, Multi-family in the General Commercial Zoning District. *Action: Conduct a public hearing and adopt or deny Ord. 3259. (Presented by Tom Micuda)*

OLD BUSINESS

- [16.](#) Indoor Aquatics and Recreation Center. *Action: Approve or not approve Change Order No. 3 to Swank Enterprises in the amount of \$116,680.25 and authorize not authorize the City Manager the execute the documents. (Presented by Steve Herrig)*
- [17.](#) Civic Center Partial HVAC Renovations and Infrastructure Renovations Project, Professional Services Agreement. *Action: Approve or not approve Amendment No. 1 to the Professional Services Agreement with Cushing Terrell in the amount of \$40,000 for Construction Administration utilizing American Rescue Plan Act funds, and authorize the City Manager to execute the contract documents. (Presented by Tom Hazen)*
- [18.](#) Fire Station Infrastructure Renovations Project, Professional Services Agreement. *Action: Approve or not approve Amendment No. 1 to the Professional Services Agreement with Cushing*

Terrell in the amount of \$48,000 for Construction Administration utilizing American Rescue Plan Act funds, and authorize the City Manager to execute the contract documents. (Presented by Tom Hazen)

NEW BUSINESS

- [19.](#) Community Development Block Grant (CDBG) Funding Agreement for the purchase of fire equipment for service response at Fire Station #1. *Action: Approve or not approve the Funding Agreement. (Presented by Tom Micuda)*

ORDINANCES / RESOLUTIONS

CITY COMMISSION

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

ADJOURNMENT

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

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

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



Commission Meeting Date: June 6, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Reappointment to the Housing Authority Board of Commissioners

From: City Manager’s Office

Initiated By: Great Falls Housing Authority

Presented By: City Commission

Action Requested: Reappoint David Fink to the Great Falls Housing Authority Board of Commissioners for a five-year term through June 30, 2028.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (reappoint/not reappoint) David Fink to the Great Falls Housing Authority Board of Commissioners for a five-year term through June 30, 2028.”

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

Board Recommendation: The Board met on May 18, 2023 and recommended that the City Commission reappoint Mr. Fink to the Great Falls Housing Authority Board of Commissioners a five-year term through June 30, 2028.

Summary: David Fink was appointed to the Great Falls Housing Authority Board of Commissioners on July 17, 2018 for his first five-year term. His term is set to expire on June 30, 2023 and is interested and eligible to serve a second five-year term.

Background: The Great Falls Housing Authority Board consists of seven commissioners appointed by the City Commission. Two commissioners must be residents of the Housing Authority properties. The Board is an independent authority responsible for setting policy for the operation and management of public housing properties, HUD Section 8 program and other affordable housing programs. The Board also serves as the loan committee for the City’s Housing Rehabilitation Program. The Board is also responsible for providing safe, decent, sanitary, and affordable housing for the community’s low-income residents. Tenant terms are two years and regular members are five years.

Continuing Commissioners of this board are:

Megan Farmer	7/16/19 – 6/30/24
Rosalie Kiernan	5/19/20 – 6/30/25
Doug Spence	5/19/20 – 6/30/26

Rodney Blake	4/6/21 – 6/30/27
Lyle. W. LaPree	3/16/21 – 6/30/24 (Tenant Member)
Jennifer Jurak	1/3/23 – 6/30/24 (Tenant Member)

Member interested in serving another term:

David Fink	7/17/18 – 6/30/23
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Alternatives: The City Commission could direct staff to advertise for other citizen interest.

Attachments/Exhibits:

Application from David Fink



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

RECEIVED

Agenda #5.

JUN 18 2018

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: Housing Authority		Date of Application: 5/22/18
Name: David Fink		
Home Address: 4116 7 th Ave North Great falls, MT 59404		Email address: David.fink@USBank.com
Home Phone: 406-899-4871	Work Phone: 406-454-5002	Cell Phone: 406-454-5002
Occupation: District Manager - banking		Employer: US Bank
Would your work schedule conflict with meeting dates? Yes x No <input type="checkbox"/> (If yes, please explain) Only if I was traveling for work, I cover Eastern Montana and have to travel occasionally.		
Related experiences or background: Served on the CDCBG board, over 15 years in the banking and financial industry.		
Educational Background: Graduated GFHS, BA in Accounting/ minor Business Admin - University of Providence		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: Served on the CDCBG board for 4 years, on the board for Rural Dynamics as treasurer (formerly consumer credit counseling), on the board of RDI consumer lending as a board member and on the loan committee approving loans submitted. Active with the Chamber of Commerce, leadership Great Falls graduate.		
Previous and current public experience (elective or appointive): City of Great Falls CDCBG - appointed		

Membership in other community organizations: RDI RDI Community lending	
Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, what board and when did you serve? CDCBG for approx. 4 years 2011 - 2015	
Are you currently serving on a Board? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, which board? RDI Community lending Board.	
Please describe your interest in serving on this board/commission? Interest in the board is to continue to serve and help the City of Great Falls. Being a life long resident have a vested interest in seeing the city grow and prosper. It is an opportunity to give back to the city and the people living here as well as representing my employer in the community.	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? Banking experience. I bring a background in consumer and business lending as well as experience with fiancé. Being a long term resident of Great Falls I have a desire and passion to see Great Falls be a great place to live for all residents.	
Additional comments:	
Signature Dave Fink	Date: 5/22/18.

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

Return this form to:

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

Fax:
 (406) 727-0005

Email:
 kartis@greatfallsmt.net

JOURNAL OF COMMISSION PROCEEDINGS
May 16, 2023

Regular City Commission Meeting

Mayor Kelly presiding
 Commission Chambers Room 206

CALL TO ORDER: 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Bob Kelly, Eric Hinebauch, Joe McKenney, and Rick Tryon. Commissioner Susan Wolff was excused. Also present were City Manager Greg Doyon; Public Works Director Chris Gaub; Interim Planning and Community Development Director Tom Micuda; Finance Director Melissa Kinzler; City Attorney David Dennis and Deputy City Attorney Rachel Taylor; Police Chief Jeff Newton; and City Clerk Lisa Kunz.

AGENDA APPROVAL: City Manager Greg Doyon noted that the agenda was revised after original posting to move agenda item 17 to item 14 under public hearings. He also requested that agenda item 9 be removed from the consent agenda for separate discussion. There were no proposed changes to the revised agenda by the City Commission. The revised agenda was approved as presented.

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

PROCLAMATIONS: National Public Works Week [May 21-27, 2023].

COMMUNITY INITIATIVES

1. COMMUNITY HEALTH UPDATE FROM CITY COUNTY HEALTH DEPARTMENT.

City County Health Officer Abigail Hill provided the following Health Department updates:

- Averaging 7-21 cases of Covid, 2-3 cases of Influenza, and 0-1 cases of RSV each week
- The Health Department is offering the Bivalent vaccine for people 65 years of age or older or who are immunocompromised
- A flu shot clinic was held at the Health Department last week
- A drive-through Covid-19 and flu shot clinic is scheduled for September 20, 2023 at the Expo Park, and walk-ins for September 27, 2023 at the Health Department
- The Federal Public Health Emergency for Covid-19 has ended and impacts the data that the CDC is collecting. Providers in Montana still have to report positive cases, hospitalizations and deaths at the State level
- The vaccine will remain federally supplied and free through the state and federal governments until it is commercialized
- Due to higher case numbers, the State is putting together more symposiums on syphilis
- The City County Health Department and Alliance for Yourth have been conducting presentations on opioid education and Narcan administration throughout Cascade County, the Rescue Mission, Library and the University of Providence

JOURNAL OF COMMISSION PROCEEDINGS
May 16, 2023

- Dolly Parton’s Imagination Library project kicked off. So far, there are close to 1000 kids that signed up to receive one book per month until the age of five
- A CNA was hired that will be helping the nurse practitioner
- A Health Alert Network message was received today about an increase in Mpox detected around the world and United States. Montana has had seven cases between last August and October
- The Community Health Improvement Plan and the Community Health Assessment is posted on the Health Department website that highlights priority areas of preventing child abuse and neglect, access to health care, substance misuse, and healthy weight

2.

PETITIONS AND COMMUNICATIONS

Jacob Bachmeier, City resident, suggested the City Commission review and make changes to City Code pertaining to campaign signs before the upcoming election cycle. The current code allows campaign signs to be up no earlier than 60 days prior to an election and requires that signs be taken down within seven days following an election. The United States Supreme Court ruled that the display of political and other types of signs on residential property is a unique, important and protected means of communication, and a Federal Court ruled that signs could stay in yards with no limit on number or duration.

Ben Forsyth, City resident, commented that he spent the last 10-years studying scientifically proven facts about marijuana and its benefits and its harms. He suggested the Commission might benefit by allowing him to establish a small library for their use to help them arrive at decisions that are beneficial to the health, safety and welfare of citizens as established by City Code 17.4.050.

Sandy Rice, Member of Friends of the Great Falls Public Library, urged everyone to attend the annual book sale Thursday through Saturday on the third floor of the Library. One of the things the annual sale funds for the Library is the three, free 30-minute parking spaces in front of the Library.

Nancy Donovan, City resident, expressed concern about the leadership of the Library, drag queen story hour and pornographic books aimed at children, mill levy additional funding to hire a social worker and creating a space for the transient population. She further expressed concern about the Library engaging in politics and undermining the public’s confidence in the newly elected Clerk and Recorder. If the Library continues to act politically, she recommended that the position of head librarian be made an elected position.

Keith Duncan, City resident, Representing Liberty and Values MT, submitted a citizens petition demanding that the Great Falls Public Library immediately suspend the distribution of sexually explicit and pornographic material to children and underage youth without parental consent. He was disappointed there was not an agenda item addressing the legal action the Library Board has taken against the County and its elected officials. He referred to the Library Board as “rogue” and inquired why this board is not using the resources of the City and County Attorneys. He inquired whom pro bono Library attorney Mr. Graybill is working for. He suggested the City and County immediately recall the entire Library Board and start over.

JOURNAL OF COMMISSION PROCEEDINGS
May 16, 2023

Jeni Dodd, City resident, read a prepared statement regarding her concerns about what appeared to be illegalities in the operation and funding of the Great Falls Public Library. She referred to City Code and a 1993 agreement between the City and the Library and opined the Library Board unlawfully secured outside legal representation. She also questioned the legality of an agreement with the Library for seven mills without a City Commission or public vote. Ms. Dodd concluded that HB 234 clarified that public libraries and schools could be found guilty of violating Montana obscenity law §45-8-201, and requested the immediate removal of all materials available to minors that violate Montana's obscenity laws.

NEIGHBORHOOD COUNCILS

3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

BOARDS AND COMMISSIONS

4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

CITY MANAGER

5. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon reported the following updates:

- Jessica Compton was introduced and welcomed as the new Park and Recreation Deputy Director.
- The scaffolding in front of the Civic Center will be removed the week of May 18, 2023. Work at the Civic Center will shift to the north side of the building. Eventually, the front stairs will be replaced. The pillars are also being checked for structural integrity.
- Lonnie Hill was promoted to Planner III in the Planning and Community Development Department. He is also in the emerging leader program. He will be overseeing and managing the workload of the planners in the department.
- An Open House is scheduled for May 22, 2023, 4:00-6:00 pm, to take community input on the Long Range Transportation Plan.
- On May 25, 2023 at 5:30 pm, the Historic Preservation Advisory Commission will hold its annual awards ceremony to recognize preservation efforts in the City and the County.
- Condolences were expressed to the family of Joe Cik, a former Assistant City Attorney, who passed away in late April.

CONSENT AGENDA.

*Mayor Kelly noted that Consent Agenda Item 9 was pulled for separate discussion.

JOURNAL OF COMMISSION PROCEEDINGS
May 16, 2023

6. Minutes, May 2, 2023, City Commission Meeting.
7. Total Expenditures of \$2,599,252 for the period of April 20, 2023 through May 3, 2023, to include claims over \$25,000, in the amount of \$1,962,949.
8. Approve the purchase of one new 548 Peterbilt tandem axle roll-off cab & chassis from Jackson Group Peterbilt of Missoula, through Sourcewell, formerly known as NJPA, for a total of \$232,248.
- *9. Approve the annual bid award for asphaltic concrete material to Great Falls Sand & Gravel, Inc. of Great Falls for \$984,650.
10. Approve Amendment No. 1 to Professional Services Agreement with LPW Architecture to include asbestos testing in the Scope of Services and increasing payment \$1,000 for the Park & Recreation Administration Building Restroom project, utilizing American Rescue Plan Act funds. **OF 1810.0**

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

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 4-0.

*9. **ANNUAL BID AWARD FOR ASPHALTIC CONCRETE MATERIAL.**

Public Works Director Chris Gaub reported that this request was for annual asphalt material. After seeing this product in performance and other reviews, it is not what the department is looking for. The item will come back before the Commission later in August.

Commissioner Hinebauch moved, seconded by Commissioner McKenney, that the City Commission not approve the bid award for asphaltic concrete material to Great Falls Sand & Gravel, Inc. of Great Falls for \$984,650.

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

Mayor Kelly requested additional background information.

JOURNAL OF COMMISSION PROCEEDINGS
May 16, 2023

Director Gaub reported that the State has a new mix standard that gets into the technicalities of gradation. City staff does not believe it is the best product to provide for our citizens. When there is not a smooth gradation from big to small, asphalt cannot interlock as tightly and is not as strong. In the long term interests of the streets for citizens and the pride in the work the Street Division does, staff is recommending not using this standard and going with the existing standard. The City will probably come up with a City standard going forward.

Commissioner McKenney agreed with delaying a bid award, but inquired when the City would move forward.

Director Gaub responded the specifications would go out in June. He added there would be no interruption in asphalt material for street construction and repair.

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

Motion carried 4-0.

PUBLIC HEARINGS

11. RESOLUTION 10498, ESTABLISHING RESIDENTIAL AND COMMERCIAL WATER, SEWER, AND STORM DRAIN UTILITY SERVICE RATES EFFECTIVE JUNE 1, 2023.

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

Public Works Director Chris Gaub reported that staff is recommending a rate increase in water and sewer utility rates to continue to responsibly operate, maintain and reinvest in the cCity's utility system. The average residential rate for water, sewer and storm drain would increase by \$4.88 per month, and commercial rates on average would increase \$14.31 per month. Great Falls will remain at a price point significantly lower than other larger Montana cities. Additionally, inflation and the electric rate increase of 200% is hitting the City very hard. To summarize, \$2.5 million in additional revenue is being requested for the year. Of that amount, \$1.44 million is needed just to cover the increased electric bill. The Department has a lot of capital investments to keep the system reliable for customers, and these investments are in line with industry targets.

There has been zero rate increases for the last three years. The City was mindful during the Covid pandemic to be fiscally conscious of its customers. The time has come to where rates need to increase to facilitate the services the City provides to its customers.

Public Works Utilities System Manager Jake McKenna reviewed and discussed PowerPoint slides 1-21 and Water Plant Manager Jason Fladland reviewed and discussed PowerPoint slides 22-34:

JOURNAL OF COMMISSION PROCEEDINGS

May 16, 2023



PROPOSED RATE ADOPTION SCHEDULE

- ✓ April 4, 2023 - City Commission sets Public Hearing Date
- ✓ Public Notices will be published three times
- ✓ Individual Customer Notices will be mailed
- May 16, 2023 Public Hearing at City Commission Meeting
- June 1, 2023 proposed rates take effect after City Commission adoption

MAJOR COST DRIVERS

- Electricity: Rates Increased by 200%
- Inflation: double digits
 - "We have not experienced a level of inflation like this in 40-45 years. It's a completely different environment."
 - Chris Goodman, professor of public administration, expert in municipal finance at Northern Illinois University
- No rate increases in last 3 budget years in order to ease impacts of COVID

AVERAGE MONTHLY UTILITY BILL CITY OF GREAT FALLS (PROPOSED 10% INCREASE)

- Residential: average utility bill would increase \$4.88 (10%)
 - Average water bill increase \$1.83 (10%) from \$18.35 to \$20.18 per month
 - Average sewer bill increase \$2.39 (10%) from \$23.90 to \$26.29 per month
 - Average storm drain bill increase \$0.66 (10%) from \$6.60 to \$7.26 per month
- Commercial: average monthly utility bill increase \$14.31 (10%)
 - Average water bill increase \$5.74 (10%) from \$57.47 to \$63.21 per month
 - Average sewer bill increase \$7.62 (10%) from \$76.22 to \$83.84 per month
 - Average storm drain bill increase \$0.95 (10%) from \$9.45 to \$10.40 per month

2023 CITY COMPARISON
RESIDENTIAL
Monthly water and sewer charges based on:
3/4" meter, 600 cf water, 600 cf sewer

City	2023 Water Rate	2023 Sewer Rate	Total
Missoula	\$37.50	\$17.95	\$55.45
Kalispell	\$25.61	\$50.39	\$76.00
Bozeman	\$35.37	\$39.26	\$74.63
Butte	\$71.51	\$28.50	\$100.01
Helena	\$29.60	\$29.77	\$59.37
Billings	\$31.73	\$37.53	\$69.26
Great Falls (Current)	\$18.35	\$23.90	\$42.25
Great falls (Proposed)	\$20.21	\$26.30	\$46.51

2023 CITY COMPARISON
COMMERCIAL
Monthly water and sewer charges based on:
1" meter, 2,400 cf water, 2,400 cf sewer

City	2023 Water Rate	2023 Sewer Rate	Total
Missoula	\$89.85	\$50.10	\$139.95
Kalispell	\$66.59	\$158.91	\$225.50
Bozeman	\$85.38	\$117.99	\$203.37
Butte	\$91.86	\$73.30	\$165.16
Helena	\$113.56	\$117.49	\$231.05
Billings	\$88.51	\$130.92	\$219.43
Great Falls (Current)	\$57.47	\$76.22	\$133.69
Great Falls(Proposed)	\$63.19	\$83.84	\$147.03

RESIDENTIAL CHARGES
3/4" METER, 600 CF WATER, 600 CF SEWER,
LOT SIZE 7,500 SQ FT

Year	Water bill	Total % inc.	Sewer bill	Total % inc.	Storm drain bill	Total % Incr	Total \$ Incr	Total % Incr	Total avg bill
2012	\$13.55	5%	\$19.54	10%	\$4.27	0%	\$3.15	6%	\$37.36
2013	\$14.23	5%	\$21.49	10%	\$4.27	0%	\$3.44	7.0%	\$39.99
2014	\$14.93	5%	\$21.49	0%	\$4.27	0%	\$1.42	1.8%	\$40.69
2015	\$15.97	7%	\$22.12	3%	\$4.70	10%	\$3.22	5.2%	\$42.79
2016	\$17.59	10%	\$22.78	3%	\$5.17	10%	\$4.40	6.4%	\$45.54
2017	\$19.35	10%	\$23.49	3%	\$5.69	10%	\$4.79	6.6%	\$48.53
2018	\$17.64	-9%	\$23.72	1%	\$6.26	10%	\$0.91	-1.9%	\$47.62
2019	\$18.35	4%	\$23.90	1%	\$6.60	5%	\$1.21	2.6%	\$48.85
2020	\$18.35	0%	\$23.90	0%	\$6.60	0%	\$0.00	0.0%	\$48.85
2021	\$18.35	0%	\$23.90	0%	\$6.60	0%	\$0.00	0.0%	\$48.85
2022	\$18.35	0%	\$23.90	0%	\$6.60	0%	\$0.00	0.0%	\$48.85
2023	\$20.18	10%	\$26.30	10%	\$7.26	10%	\$4.88	10.0%	\$53.74

Average Rate Increase Per Year: 3.06%

COMMERCIAL CHARGES
1" METER, 2,400 CF WATER, 2,400 CF SEWER,
LOT SIZE 7,500 SQ FT

Year	Water bill	Total % inc.	Sewer bill	Total % inc.	Storm drain bill	Total % inc.	Total \$ inc.	Total % inc.	Total avg bill
2012	\$36.37	5%	\$60.01	10%	\$6.14	0%	\$3.15	6%	\$102.52
2013	\$38.09	5%	\$66.01	10%	\$6.14	0%	\$3.44	7.5%	\$110.24
2014	\$40.07	5%	\$66.01	0%	\$6.14	0%	\$1.42	1.8%	\$112.22
2015	\$42.90	7%	\$67.93	3%	\$6.75	10%	\$3.22	4.8%	\$112.58
2016	\$47.17	10%	\$70.09	3%	\$7.42	10%	\$4.40	6.0%	\$124.68
2017	\$51.74	10%	\$72.03	3%	\$8.18	10%	\$4.79	5.8%	\$131.95
2018	\$54.46	5%	\$74.12	3%	\$9.00	10%	\$0.91	4.3%	\$137.58
2019	\$57.47	6%	\$76.22	3%	\$9.45	5%	\$1.21	4.0%	\$143.14
2020	\$57.47	0%	\$76.22	0%	\$9.45	0%	\$0.00	0.0%	\$143.14
2021	\$57.47	0%	\$76.22	0%	\$9.45	0%	\$0.00	0.0%	\$143.14
2022	\$57.47	0%	\$76.22	0%	\$9.45	0%	\$0.00	0.0%	\$143.14
2023	\$63.21	10%	\$83.84	10%	\$10.40	10%	\$4.88	10.0%	\$157.45

Average Rate Increase Per Year: 3.65%

JOURNAL OF COMMISSION PROCEEDINGS

May 16, 2023

UTILITIES SERVICE CONNECTIONS

	Residential	Commercial
Water	19,888	2,672
Sewer	19,724	2,602
Storm Drain	19,900	2,789

Water Mains - 328 Miles
 Sanitary Sewer Mains - 255 Miles
 Storm Mains - 128 Miles
 Utilities staff repairs and maintains

9

WATER DISTRIBUTION

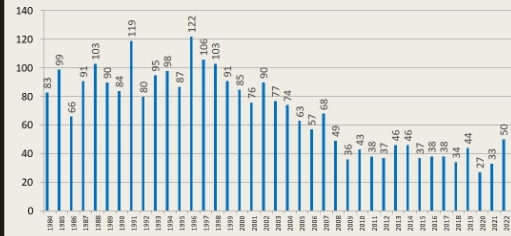


EMERGENCY WATER MAIN REPAIRS



11

WATER MAIN BREAKS (1984-2022)



12

WATER MAIN REPLACEMENTS

Year	Cost	Footage	Miles	Emergency Repair Costs
2012	\$1,531,862	9,246	1.75	\$259,514
2013	\$1,680,436	12,831	2.40	\$322,641
2014	\$1,388,989	7,392	1.40	\$322,841
2015	\$1,672,072	4,182	.79	\$277,507
2016	\$1,688,250	9,680	1.82	\$285,791
2017	\$1,610,581	8,614	1.63	\$285,891
2018	\$2,061,000	8,843	1.67	\$77,435
2019*	\$6,170,000	10,800	2.05	\$290,718
2020	\$930,000	3,900	.74	\$174,507
2021	\$1,590,000	6,765	1.28	\$321,712
2022	\$1,637,000	4,995	.95	\$415,583

* Year 2019 includes the added cost of installing a 34 inch water main crossing under the Missouri River

13

MATERIAL COSTS DUE TO INFLATION

Material	2019 cost (\$)	2023 cost (\$)
3/4" Corp Stop (water main to service line valve)	\$57.59	\$93.45 (62%) ↑
1" Corp Stop (water main to service line valve)	\$71.77	\$132.59 (84%) ↑
3/4" Water Meter	\$198.78	\$214.89 (8%) ↑
1" Water Meter	\$253.43	\$282.85 (11%) ↑
Radio antenna for water meter	\$159.47	\$189.50 (18%) ↑
7" Fire Hydrant Assembly	\$1917.00	\$3568.27 (86%) ↑



14

WATER MAIN TAPS



Sizes	2019 Parts, Equipment, and Labor	2023 Parts, Equipment, and Labor (Proposed)
3/4"	\$584	\$685
1"	\$613	\$775
1.5"	\$924	\$1260
2"	\$1166	\$1740
4"	\$550	\$605
6"	\$574	\$631
8"	\$598	\$658
12"	\$644	\$708

* Prices are per tap up to 5 taps, up to 2" are City supplied parts, 10% increase was not sufficient to cover cost of materials, labor, tapping equipment etc.

15

FUTURE PRIORITY CAPITAL NEEDS

- Water main replacement
 - 25 Blocks (\$15M FY23-FY28)
- North side river crossing (\$3.3M FY28)

16

JOURNAL OF COMMISSION PROCEEDINGS

May 16, 2023

WASTEWATER UTILITY SYSTEM



17

SANITARY SEWER COLLECTION REHAB AND REPLACEMENT

Year	Cost	Footage	Miles	Emergency repair Cost
2012	\$1,223,120	14,760	2.80	\$66,846
2013	\$380,000	13,400	2.54	\$47,815
2014	\$373,617	13,882	2.63	\$23,925
2015	\$448,384	11,574	2.19	\$156,076
2016	\$580,775	15,699	2.97	\$109,287
2017	\$528,000	12,789	2.42	\$17,000
2018	\$1,792,690	22,741	4.31	\$95,000
2019	\$360,728	12,604	2.38	\$19,687
2020	\$830,711	11,782	2.23	\$18,519
2021	\$764,666	12,962	2.45	\$64,776
2022	\$856,914	13,804	2.61	\$35,691

18

Future Sewer Capital Needs

- Sewer lining phase 23-28 (\$5.9M FY23-27)
- Lift station # 1 upgrades and Missouri River force main crossing (\$7.8M FY23-24)
- Manhole rehab phase 7-11 (\$500.00 FY23-27)
- 6th St and 3rd St rehab of 48" and 30" main trunk lines FY23-27

19

STORM DRAIN SYSTEM



20

FUTURE STORM DRAIN NEEDS

- NW Great Falls & Northwest bypass (\$450,000 FY23)
- South Great Falls storm drain improvements (\$600,000 FY24)
- Valeria way phase III rehab of old main (lining) (\$600,000 FY23)
- Central Ave and 3rd St drainage construction phase I-IV (\$8.3M FY23-25)
- 5th St and 12th Ave S drainage improvements (\$1.8M FY26)

21

WATER TREATMENT PLANT



22

5 YEAR COMPLETED PROJECTS

- Filtration Improvements Phase 1 (\$4.3M)



23

GORE HILL WATER TANK REPLACEMENT



*In service Fall of 2018 (\$2.5M)

24

JOURNAL OF COMMISSION PROCEEDINGS

May 16, 2023

CONTINUAL WATER PLANT IMPROVEMENTS



25

ONGOING PROJECTS

- Filtration improvements phase 2 (\$1.2M, FY23)
 - Due to EPA guidelines and protocols.
- Solids mitigation facility (Screw Press) (\$6M split with sewer, FY 23-24)
- Hill 57 pump station upgrades (\$700K, FY 25)
- 33rd St water storage tank evaluation (\$400K, FY 23-24)



26

FUTURE PRIORITY CAPITAL NEEDS

- 33rd St water storage tank rehab (\$3M FY23) or replacement (\$12M FY 24)
 - Tank has exposed rebar and concrete degradation.
- Secondary east zone booster station and tank (\$2.2M FY26-27)
- Filtration improvements phase 3 (\$3.5M FY27)
- High/Low service pump upgrades (\$5.5M FY 25-27)
- Head house structural improvements (\$2.3M FY 25-26)
- Emergency power supply (\$3.6M FY26)

27

Waste Water Treatment Plant



28

5 YEAR COMPLETED PROJECTS

- Dissolved Air Flotation Thickeners (\$1.2M)
 - Sealed basins to prevent sewage leaks.



29

SEPTIC RECEIVING STATION IMPROVEMENTS (\$430,000)



30

ONGOING PROJECTS

- Lift station # 1 upgrades and Missouri River force main crossing (\$7.8M FY23-24)
- Final clarifier No. 1 & No. 2 rehabilitation (\$3M FY23)
- Solids building HVAC improvements (\$1.1M FY23-24)
- Westside pump station bar screen improvements (\$1.5M FY23-24)



31

WWTP IMPROVEMENTS



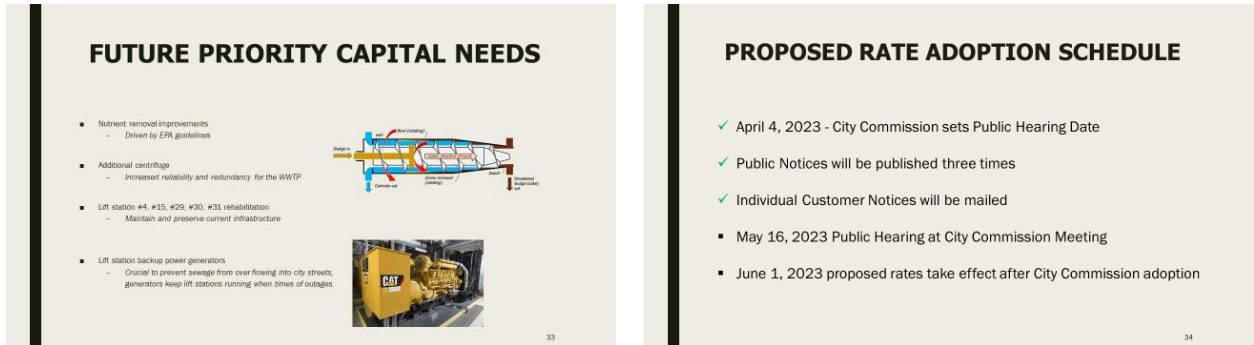
HVAC repairs on solids building (\$1.1M)



WWTP Final Clarifier Rehabilitation (\$4.3M)

32

JOURNAL OF COMMISSION PROCEEDINGS
May 16, 2023



Mayor Kelly asked if the Commissioners had any questions of staff. No one responded.

Mayor Kelly asked if there were any comments from the public in support of Resolution 10498.

Ben Forsyth, City resident, discussed State standards for raising recreational marijuana indoors. Indoor marijuana cultivation creates massive amounts of damage to the environment. The average marijuana plant uses six gallons of water per day and massive amounts of electricity that drive up the carbon footprint tremendously. Plants require the soil to be changed regularly for proper generation and maximum production. Marijuana plants are very productive based on agricultural chemicals that farmers cannot use because they are harmful under certain conditions to people. The soil and water downstream that contains these chemicals can affect people elsewhere. He asked the Commission to consider this information in the future if it decides to legalize recreational marijuana in the City of Great Falls.

Mayor Kelly asked if there were any comments from the public in opposition to Resolution 10498.

Written comments in opposition to the proposed utility rate increases set forth in Resolution 10498 were received from **Mark Bell, Hillary Christiansen, and Tyler Gunderson.**

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

Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10498 establishing residential and commercial water, sewer, and storm drain utility service rates effective June 1, 2023.

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

Commissioner McKenney commented that this is a small increase considering rates have not been raised going on four years and Great Falls' rates are lower than any other community. He inquired if Great Falls was keeping up with maintenance.

JOURNAL OF COMMISSION PROCEEDINGS
May 16, 2023

Director Gaub responded that there are different costs that go with getting surface water out of the Missouri River versus getting water out of reservoirs up in mountain ranges, and the cost of living is different in other areas. Great Falls is in the industry target range of 2%-4% per year for capital investments. Another focus is redundancy in the services provided to citizens.

Commissioner McKenney commented the bottom line answer is Great Falls is keeping up with preventative maintenance. He inquired if surprise expenses were anticipated down the road because we were too cautious on rates.

City Manager Greg Doyon responded that the City is at the control of a lot of different factors and to keep in mind the external impact of the EPA and DEQ regulations that drives a lot of the expense. One area that is going to be a challenge is the heavily regulated nutrient standards before discharging water back in the Missouri.

He continued that most departments operate on a pretty thin line. Staff does not like to go without a rate increase as there are typically additional costs and long-term capital projects that need to be funded. Much of what the Commission heard about tonight was long-term capital investment to make sure that those facilities keep running.

Manager Doyon concluded that he wants to make sure that our rate structure is such that the City can pay outright with either cash or debt service for those improvements that need to be made in part because of old age of the facilities or external requirements.

Commissioner Tryon inquired if the City sells water to Black Eagle and if Black Eagle residents pay a flat rate of \$35/month.

City Manager Doyon responded that there was an agreement that predates most of us here as to providing service to Black Eagle. Black Eagle is impacted by the rates when adjusted by the Commission. He will do more investigation regarding the flat rate and get back to the Commission.

Commissioner Tryon noted that he does not like raising utility rates, and does not like paying them any more than anybody else does. What he likes more is being able to turn on his tap and have fresh, clean water in abundance. He also likes to walk down the streets of Great Falls without it being flooded with sewage and storm water. Unfortunately, we have to pay for these things due to the high inflation rates and astronomical increase in costs to maintain the public infrastructure. Next to public safety, public infrastructure is the most important thing the City does.

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

Motion carried 4-0.

12. RESOLUTION 10503, CONDITIONAL USE PERMIT FOR A “TWO-FAMILY RESIDENCE” USE UPON THE PROPERTY ADDRESSED AS 727 4TH AVENUE NORTH.

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

JOURNAL OF COMMISSION PROCEEDINGS
May 16, 2023

Interim Planning and Community Development Director Tom Micuda reported that Resolution 10503 is a request for a Conditional Use Permit to establish a second dwelling unit on a property addressed as 727 4th Avenue North. The property is located in the Northside Residential National Register Historic District. The house, which is on the Avenue, is one of the more historic homes in Great Falls – constructed in 1897.

In the back of the house is the carriage house, which has been renovated into a garage with office space on the second floor. The owner wants to convert the second floor space to a second dwelling unit, which requires the Conditional Use Permit. The yard is beautiful. The carriage house is easily convertible. There is parking in the garage and two spaces can be easily added along the alley. The area is zoned R-9 and mixed in density and use.

Neighborhood Council #7 and the Planning Advisory Board supports the project. Staff also recommends that the Commission approve the project after conducting a public hearing.

Mayor Kelly asked if the Commissioners had any questions of staff. No one responded.

Mayor Kelly asked if there were any comments from the public in support of Resolution 10498.

Jane Weber, City resident, commented that she lives in the neighborhood, is familiar with the home and the carriage house that had been used for residents in the past. She and her husband support this request.

Written comments in support of Resolution 10503 was received from **Christian and Greg Madson**, 709 4th Avenue North, expressing no reservations regarding the land use for a two-family residence.

Mayor Kelly asked if there were any comments from the public in opposition to Resolution 10498.

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

Commissioner Tryon moved, seconded by Commissioner McKenney, that the City Commission adopt Resolution 10503 subject to the applicant fulfilling the listed Conditions of Approval.

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 4-0.

13. RESOLUTION 10505, APPROVING A REQUEST FROM THE CITY OF GREAT FALLS PUBLIC WORKS DEPARTMENT TO USE DOWNTOWN URBAN RENEWAL TAX INCREMENT FINANCING (TIF) FUNDS FOR A DOWNTOWN STORM WATER DRAINAGE IMPROVEMENT PROJECT IN THE AMOUNT OF UP TO \$18,000.

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

JOURNAL OF COMMISSION PROCEEDINGS
May 16, 2023

Interim Planning and Community Development Director Tom Micuda reported that Resolution 10505 is a request from the City's Public Works Department to expend \$18,000 from the City's Downtown TIF fund to address a persistent flooding problem on 1st Alley North.

Due to shade from taller buildings and the flatness of this alley, there is no good way to drain water in this alley, which is located between 4th and 5th Streets. As a result, the basements in the Johnson Building and Kaufman's flood during large rain events.

This issue will be addressed with the installation of a new inlet in the alley that will be connected into the City's storm drain system. If funded, the work would begin this summer and be completed this year.

The project was presented to the Downtown Development Partnership (DDP) on April 26, 2023. Staff and the DDP recommend adoption of this Resolution.

Mayor Kelly asked if the Commissioners had any questions of staff. No one responded.

Mayor Kelly asked if there were any comments from the public in support of Resolution 10505.

Jolene Schalper, Great Falls Development Authority (GFDA), commented that GFDA is in favor of the use of TIF funds as these TIF funds are generated by the businesses in this district. GFDA sees this as a great way for the City to collaborate with those businesses to address an ongoing issue that needs to be addressed.

Written comments in support of Resolution 10505 was received from **Kellie Pierce**, Business Improvement District/Downtown Great Falls Association, 318 Central Avenue, urging Commission approval to address the storm drainage issues causing significant property damage to historic buildings.

Mayor Kelly asked if there were any comments from the public in opposition to Resolution 10505.

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

Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10505.

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

Commissioner McKenney commented that investing in an area that is dilapidated and is being rejuvenated is a perfect example of what TIF funds are for.

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

Motion carried 4-0.

JOURNAL OF COMMISSION PROCEEDINGS
May 16, 2023

14. REQUEST TO WAIVE 2008 ASSESSMENTS AGAINST THE REAL PROPERTY LOCATED AT 209 2ND AVENUE NORTH, GREAT FALLS, MT, PURSUANT TO RESOLUTION #9744 AND RESOLUTION #9754.

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

City Attorney David Dennis reported that this item is a request made by Trevor Cavanaugh to waive the City assessments on 209 2nd Avenue North in Great Falls. The lots to the west of the subject property are owned by Mr. Cavanaugh. The property itself has a fairly long history mostly of being vacant.

In 2006, the property was condemned by City building officials. At the time of the condemnation, the owner of the property, Vilma Herrera, filed bankruptcy. The bankruptcy court asked the City to secure the structure on the property. The City did so and incurred \$1628.79 in costs. In May of 2008, the City also caused the demolition of the structure on the property at a cost of \$28,700.

In June and July of 2008, the City Commission adopted Resolutions 9744 and 9754 to recover the clean up and demolition costs. Both resolutions were recorded with the County as a lien upon the property in the total amount of \$30,328.79.

In September of 2007, the property was returned to the lender that held the deed of trust on the property. Between 2007 and 2010, the property changed hands five times and eventually ended up with FFLM Investments with an address in Pennsylvania. According to the records, he can find that business still owns the property.

No property taxes have been paid on the property since at least 2007. Nor has the City's liens been paid at all. The City's liens with penalties and accrued interest have now ballooned to nearly \$77,000. As mentioned, the property is vacant. The liens are prohibiting the development and the productive use of the property. As of May 2023, the amount necessary to take assignment of the tax lien on the property is almost \$82,000. Somebody would have to pay those liens and follow the process to obtain a tax deed, hope that there's no redemption of the tax deed, hope the liens were attached correctly, and that there wasn't any legal mistake in the process, file a quiet title action in district court and, after all of that, still have some risk that they don't really have a clean title to the property. The \$82,000 that is owing on the property is really prohibiting anybody from coming in and doing anything with that property at this time. In 2018, Guardian Tax LLC attempted to take assignment of the tax liens by paying the outstanding taxes only. They backed out when they discovered that they had to pay the City's tax liens.

Mr. Cavanaugh has recently sent certified notices of intent to take assignment of the tax lien certificate issued by the County Treasurer for the delinquent property taxes. This is the first step in attempting to obtain the property through the tax deed process. To move forward in that process, Mr. Cavanaugh will have to pay all the delinquent taxes and the delinquent assessments that includes the liens for a total close to \$82,000. The amount of real property taxes owing on the property is \$4,161. Cascade County struck the past due property taxes for the years 2007 through 2016 in the approximate amount of \$17,000. In 2020, Mr. Cavanaugh obtained an appraisal of the subject property that indicated a value of \$22,000 and the 2023 taxable value is listed at \$41,085. There is no guarantee Mr. Cavanaugh will ultimately receive title to the subject property. By way of the

JOURNAL OF COMMISSION PROCEEDINGS
May 16, 2023

Commission waiving those liens, the individual or entity benefiting from that may or may not be Mr. Cavanaugh. He is certainly first in line right now to try to get the tax liens assigned.

By waiving the tax liens, the City would forfeit its ability to recover the cost to abate the property in 2008. In the past 15 years, the City has received no recovery of its costs and the size of the lien along with the costs and risk associated with the tax lien assignment greatly exceed the value of the subject property making the prospect of recovery slim.

The options for Commission consideration are to either approve Mr. Cavanaugh's request for the City to release its liens, deny Mr. Cavanaugh's request for the City to release its liens, or waive some portion of the outstanding City assessments owing under Resolutions 9744 and 9754.

Mayor Kelly asked if the Commissioners had any questions of staff.

Mayor Kelly received confirmation that the approximate \$30,000 for the 2008 City assessments for clean up and demolition costs grew to approximately \$82,000 because of penalties and assessments, and that total amount includes \$4,161 for unpaid property taxes.

Mayor Kelly inquired if the County also struck the City's portion of the past due property taxes.

City Attorney Dennis responded that, in looking at the records, the County struck all of the property taxes that the County assessed on the real property for 2007 through 2016.

Mayor Kelly asked Applicant Trevor Cavanaugh is he had anything he wanted to add to the presentation.

Trevor Cavanaugh, Applicant, commented that he might not be the recipient of this property. More research needs to be done to finalize the purchase of the property. This step is essential to put it back into use and he thinks it is essential to the growth of downtown Great Falls.

Mayor Kelly asked if there were any comments from the public in support waiving 2008 assessments against the real property located at 209 2nd Avenue North, Great Falls, MT, pursuant to Resolution #9744 and Resolution #9754.

Jolene Schalper, Great Falls Development Authority, commented that GFDA is in favor of getting this property back in to some type of use. The property has been vacant in a prime section of downtown and this is the path forward. She applauded the business owner of Smoked for going forward with this step not knowing if he will be the end recipient.

Mayor Kelly asked if there were any comments from the public in opposition to waiving 2008 assessments against the real property located at 209 2nd Avenue North, Great Falls, MT, pursuant to Resolution #9744 and Resolution #9754.

Written comments in opposition was received from **Yvonne Stemple**, expressing that it is frustrating that property taxes and utility fees are going up, and that a business owner should have to pay any fees and assessments that are attached to the property.

JOURNAL OF COMMISSION PROCEEDINGS
May 16, 2023

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

Commissioner Tryon moved, seconded by Commissioner Hinebauch, that the City Commission approve lien releases for Resolution 9744 [Recording #R0173793 GRS] in the amount of \$1,628.79 and Resolution 9754 [Recording #R0175693 GRS] in the amount of \$28,700 thereby waiving the referenced assessments together with all accrued and outstanding penalties and interest charges related to the assessments against the real property located at 209 2nd Avenue North, Great Falls, MT.

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

Mayor Kelly underlined the laws exist and allow somebody that is able to navigate through the hurdles of bureaucracy to get in front of a governing body to do the work that's needed to be done.

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

Motion carried 4-0.

OLD BUSINESS

NEW BUSINESS

15. RESOLUTION 10504 – CONDITIONAL USE PERMIT TO ALLOW ADDITIONAL PARKING FOR TOURO UNIVERSITY MEDICAL COLLEGE.

Interim Planning and Community Development Director Tom Micuda reported that Resolution 10504 is a Conditional Use Permit request from Touro Medical College to expand its parking above code-required levels. Based on the number of students and classrooms proposed for the new medical college building, the maximum parking allowed by code is 145 parking spaces. Touro is proposing to add parking in front of the building (along 26th Street South) to increase the parking up to 189 spaces. This requires a CUP to be issued because it is more than 20% of the minimum.

Fortunately, Touro's large property can easily accommodate the additional spaces. If the CUP is approved, Touro will be required to demonstrate that they can add landscaping to meet code standards and show that storm water runoff can still be controlled.

The requested action is that the City Commission set a public hearing on Resolution 10504 for June 20, 2023.

Commissioner McKenney moved, seconded by Commissioner Tryon, that the City Commission set a public hearing on Resolution 10504 for June 20, 2023.

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

Hearing none, Mayor Kelly called for the vote.

JOURNAL OF COMMISSION PROCEEDINGS
May 16, 2023

Motion carried 4-0.

16. ORDINANCE 3259, AMENDING TITLE 17, CHAPTER 20, ARTICLE 3, EXHIBIT 201 PRINCIPAL USES BY DISTRICT – ALLOWING RESIDENCE, MULTI-FAMILY IN THE GENERAL COMMERCIAL (C-2) ZONING DISTRICT.

Interim Planning and Community Development Director Tom Micuda reported that Ordinance 3259 is a very simple but important proposed amendment to the City’s Land Development Code – Title 17. The amendment proposes that “Residence, Multi-family” be added as a Permitted Use in the City’s C-2, or General Commercial, zoning district.

This amendment is being proposed because staff has received inquiries from developers for the last few years about doing multifamily development projects in this zoning district. Due to the current code language, staff has had to direct them to the rezoning process rather than building permit process. Time is money, and those projects have not come forward.

This proposed code amendment will open up more marginal C-2 zoned land to another development scenario – multifamily and mixed-use development. Another benefit is the City will get ahead of changes made during this Montana State Legislature session. There is no downside. The amendment will simply add another development option in an era where retail commercial enterprises have more risk and the City has the need for more housing supply.

The requested action is that the Commission accept Ordinance 3259 on first reading and set a public hearing for June 6, 2023.

Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the City Commission accept Ordinance 3259 on first reading and set a public hearing for June 6, 2023.

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 4-0. Motion carried 4-0.

17. APPROVAL OF HOME INVESTMENT PARTNERSHIPS FUNDING AGREEMENT AND HOME-ARP FUNDING AGREEMENT TO SUPPORT RENOVATION OF THE BAATZ BUILDING AT 402 2ND AVENUE SOUTH FOR A 25-UNIT SUPPORTIVE HOUSING PROJECT.

Interim Planning and Community Development Director Tom Micuda reported that this item consists of two separate funding agreements that are tied to the same Baatz Building project. The proposal is to renovate this building to establish 25 supportive housing units, one of which would be an on-site management unit, as well as renovate the first floor for non-profit management service providers.

JOURNAL OF COMMISSION PROCEEDINGS
May 16, 2023

Supportive Housing is defined by the United States Interagency on Homelessness as: a combination of non-time-limited affordable housing assistance with wrap-around supportive services for people experiencing homelessness, as well as other people with disabilities.

The applicant for both funding agreements is NeighborWorks Great Falls. Both agreements are designed to primarily fund the renovation of the building. The HOME Program funding agreement would fund \$1,277,495 in building renovation. This will also assist the City in reducing excess balance of HOME funds.

The HOME-ARP funding agreement will also fund building renovations (\$722,405), and support services for the first floor (\$150,000). The total amount of funding in both agreements is \$2,150,000.45. The project is eligible for funding using both sources and is what was envisioned when the HOME-ARP Plan was adopted. Staff have heavily scrutinized these funding agreements.

Staff has worked on these agreements for weeks, both were considered by an internal grant committee, and there is strong support for both funding agreements and this project. He noted this is really a textbook example of what HOME ARP funds are supposed to be used for.

Staff recommends that the City Commission approve the funding agreements.

Commissioner Hinebauch moved, seconded by Commissioner McKenney, that the City Commission approve the HOME and HOME-ARP Funding Agreements in the combined amount of \$2,150,000.45 to NeighborWorks Great Falls for the renovation of the Baatz building for a 25-unit supporting housing project.

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

Sherrie Arey, NeighborWorks Great Falls Executive Director, emphasized the significance of the HOME funds recommended by the staff to the Baatz Block Apartment Development by Great NeighborWorks Great Falls. This project, with its focus on permanent supportive housing, carries tremendous importance for our community.

She expressed gratitude to the Montana Health Care Foundation, the YWCA, Great Falls Housing Authority, United Way, Family Promise, Saint Vincent de Paul, Center for Independent Living Services, the Continuum of Care, Alluivon Health, Great Falls Development Authority, Many Rivers Whole Health and Opportunities, Inc. for the tireless efforts that have been instrumental in this project development. Through this collaboration and partnership with Homeward, NeighborWorks will be able to bring this project to life.

She highlighted the several key points that underline the profound impact that the Baatz project and permanent supportive housing will have on our community and the overall role these construction and service funds will have. First, permanent supportive housing provides stability. It offers individuals and families a place to call home ensuring they will have a safe, secure environment.

JOURNAL OF COMMISSION PROCEEDINGS**May 16, 2023**

With the support of the HOME funds, the Baatz Block Apartments will provide long-term housing solutions for those in need, giving them the opportunity to regain stability and rebuild their lives.

Second, permanent supportive housing promotes independence by offering not only affordable homes, but wrap around support services such as counseling, health care and job training. Individuals can develop the necessary skills to lead self-sufficient lives.

Third, permanent supportive housing improves overall community well-being. When individuals have access to stable homes and support services, their overall health, mental health and well-being improves. This, in turn, will positively contribute to the well-being and safety of our community.

Fourth, permanent supportive housing reduces public costs. Studies have shown that providing stable homes and support services to individuals experiencing homelessness is more cost effective than relying on emergency shelters, hospital, police and other public services.

Last, permanent supportive housing fosters inclusivity and dignity. As a community, we are defined by our ability to support one another, particularly those facing challenging circumstances.

The Baatz Apartments were made possible through the HOME funds and other funding sources that exemplify our commitment to building an inclusive community that values compassion, empathy, and a sense of belonging, returning dignity to those who will call the Baatz home.

Sheila Rice, City resident and Chairperson of the Board of Housing, commented that this is a perfect example of how to maximize tax credits. This project checks every box-historic building, supportive services, addresses the unhoused, and it uses HOME and HOME ARP funds from the City of Great Falls. Financial stacks are important. Tax credits alone cannot do it. This money is critical.

Jolene Schalper, Great Falls Development Authority, financial stacks are really tricky, especially on projects like this when you're trying to build a product that is providing these types of services that are community based. It is an excellent use of funding for those HOME and HOME ARP dollars. GFDA is one of the partners that has put money behind the project. For the City to be a part of this is a home run for the City.

Shannon Wilson, City resident, commented that she worked at the cold weather drop in center a lot this past winter and she wanted to talk about the people that need this place. Contrary to popular belief, there were not a lot of drunks and druggies down there. There were people that were unhoused.

She told a story about a woman in her 60's that came in to the drop in center one cold, snowy night when she and Melissa were working. Melissa actually knew this woman and she had just lost her housing. She had stuff in her suitcase from her refrigerator and she was disorientated. She did not know what to do. Melissa helped her get blankets into her suitcase. She died in the alley behind the church on March 4th and she was listed in the paper as a transient. She was not a transient. She was unhoused. That does not need to happen here. Great Falls needs more affordable housing.

Written comments in support of the funding agreement was received from **Terry Bjork**, City resident, and **Shyla Patera**, North Central Independent Living Services, Inc.

JOURNAL OF COMMISSION PROCEEDINGS
May 16, 2023

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

Commissioner Tryon commented it is a worthwhile and necessary project. When there were “homeless camps” around town, the City talked about people having to do this the right way and find the right resources to do it. He applauded NeighborWorks for stepping up and doing that.

As much as he supports this need in the community, he cautioned that it needs to be looked at with eyes wide open, as there are some potential liabilities and challenges. He received clarification that the \$900,000 in HOME ARP funds is one-time money, and that \$150,000 funding for supportive services was for the first year. He inquired the plan going forward.

Sherrie Arey, NeighborWorks Great Falls Executive Director, responded that first and foremost, because of the different funding sources, NeighborWorks will have no debt on the property. Second, one the most important components is working with the Great Falls Housing Authority to create some Section 8 vouchers into place based vouchers. No one will ever have to spend more than 30% of their income. Through the development process, they are creating a significant operating reserve that will hopefully take them through the first several years as they continue to get the stability of the cash flow that is needed for a project like this. Many of the partners that she has spoken to will be donating their staffing that will be located there. The project is not necessarily paying for them; their staff is just going to be housed there. They are already working with many of these clients. NeighborWorks and Homeward are committing some of the developer fee to that reserve in order to create that stability that is needed for the first several years as they get up and running.

Commissioner Tryon received clarification that it is very possible NeighborWorks would apply for future CDBG funds from the City.

Executive Director Arey added that NeighborWorks would eventually be applying for TIF funds to help with the façade and some of the needed life safety things.

Commissioner Tryon inquired if money was budgeted or planned for security.

Executive Director Arey responded that the operating funds planned right now include a very sophisticated entry system and 24-hour desk service/late night security.

Commissioner Tryon inquired about turnover as people utilize the programs and become self-sufficient, or if it was anticipated being a long-range solution for some people.

Executive Director Arey responded that NeighborWorks has worked with consultants that have done this all across the nation that the project is being modeled after. Consultants informed NeighborWorks that it is broken up into thirds. One-third will probably live there a year to get back on their feet, find out what they need, work through different resources in the community and move into a new location. Another one-third may take between one and five years to get back on their feet, to find that job, or to maybe go through any type of counseling or addiction therapy. Then there will be a third that this will be their last home. They will need the wraparound services, such as people with disabilities or are veterans, and they need the services in order to stay housed for the rest of their lives.

JOURNAL OF COMMISSION PROCEEDINGS
May 16, 2023

Commissioner Tryon commented that he has heard concerns from people that live in the area. He inquired if it would be a no barrier living arrangement for tenants.

Executive Director Arey responded she would call it a low barrier. There are certain standards that the tax credits and the Place Based vouchers will have for criminal history and those type of things. Those are not things that will be waived, but they will try to make it as low barrier as possible. The goal will be once this becomes their home, what do they need to do to keep them in this home and what resources can we provide them. Some of it is by choice. Hopefully, as they are housed and they engage in more of the resources they will have that independent living that they are hoping for.

Commissioner Tryon commented that he hopes that the project can provide for people in our community, and it will not be a magnet for people to come from other communities to take advantage of the services. He inquired if there was a screening process.

Executive Director Arey responded that NeighborWorks has consulted with the coalition of folks mentioned, along with the Family Center, about how they will have that partnership and be good neighbors. A lot of the folks that she expects to come into their program through the tenant selection process will be those that have been chronically homeless and identified by the Continuum of Care or Opportunities, Inc. These are individuals who have been identified and NeighborWorks will reach out to try to house from within the community.

Commissioner McKenney inquired if the 24-living units were for individuals, families or a combination.

Executive Director Arey responded that there would be a combination of studio apartments, and one and two bedroom units. With regard to the 24-units, she concluded that NeighborWorks provided for an on-site manager. That is sometimes difficult to find, so that could be one more home for another individual.

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

Motion carried 4-0.

ORDINANCES/RESOLUTIONS

CITY COMMISSION

18. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

19. COMMISSION INITIATIVES.

None.

JOURNAL OF COMMISSION PROCEEDINGS
May 16, 2023

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Kelly, to adjourn the regular meeting of May 16, 2023, at 9:10 pm.**

Motion carried 4-0.

Mayor Bob Kelly

City Clerk Lisa Kunz

Minutes Approved: June 6, 2023

DRAFT

JOURNAL OF GREAT FALLS PORT AUTHORITY MEETING
May 16, 2023

Great Falls Port Authority Meeting
 Civic Center, Gibson Room 212

Mayor Kelly presiding

CALL TO ORDER: 4:45 PM

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Bob Kelly, Eric Hinebauch, Joe McKenney, and Rick Tryon. Commissioner Susan Wolff was excused. Also present were City Manager Greg Doyon; Finance Director Melissa Kinzler; City Attorney David Dennis; and Deputy City Clerk Darcy Dea.

PETITIONS AND COMMUNICATIONS

1. None.

NEW BUSINESS

2. **INSTALLATION OF OFFICERS CHAIR, VICE CHAIR AND SECRETARY/TREASURER.**

City Manager Greg Doyon reported that a local Port Authority is authorized pursuant to Mont. Code Ann. § 7-14-1101. Port Authorities are created to promote, stimulate, develop and advance the general welfare, commerce, economic development, and prosperity of its jurisdiction.

Because the composition of the City Commission has changed since the last meeting of the Port Authority, it is necessary to select a Chair, Vice-Chair and Secretary/Treasurer of the Great Falls Port Authority in order to authorize an agent to execute documents to consummate the sale of the Centene facility property.

Mayor Kelly moved, seconded by Commissioner Hinebauch, that the Great Falls Port Authority appoint Susan Wolff to serve as Chair, Eric Hinebauch to serve as Vice-Chair, and Rick Tryon to serve as Secretary/Treasurer of the Great Falls Port Authority.

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

Commissioner Tryon received clarification that Centene needed the City to form a Port Authority to qualify for financing.

City Manager Doyon added that the Commission could abolish the Port Authority at some point if there is no long-term purpose or benefit to the City to retain it.

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

Motion carried 4-0.

JOURNAL OF GREAT FALLS PORT AUTHORITY MEETING
May 16, 2023

3. SALE OF CENTENE FACILITY PROPERTY.

City Attorney David Dennis reported that the Great Falls Port Authority owns property that is leased to Centene Corporation. The Great Falls Port Authority constructed a \$7 million dollar facility on the property which was subsequently leased to Centene, pursuant to a lease agreement dated April 29, 2005. The project was financed through a \$5 million Montana Board of Investments loan, a \$1.1 million loan from GFDA, and a \$1 million contribution from the City of Great Falls. The monthly lease payments were structured to correspond to the monthly payments due pursuant to the MBOI and GFDA loans.

As part of the Lease Agreement, GFDA granted to Centene Corporation an option to purchase the property, exercisable throughout the 20-year original term of the Lease. The option price is equal to the balance of the amounts due pursuant to the MBOI and GFDA loans on the date the purchase closes. Assuming a closing date of May 25, 2023, as scheduled, the purchase price is approximately \$1,065,000.00.

Because the Port Authority governing body is the City Commission, it is necessary for the City Commission to authorize an agent to execute all documents necessary to consummate the sale of the facility and the property.

Mayor Kelly received clarification that the \$1,065,000.00 would pay off the balance of the MBOI and GFDA loans.

Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the Great Falls Port Authority authorize Great Falls City Manager Greg Doyon to execute and deliver, on behalf of the Great Falls Port Authority, any and all documents and instruments necessary to consummate the sale by Great Falls Port Authority to Centene Corporation, of the real property described as Lot 1B-1 of the Amended Plat of Lots 1 and 5 of the Medical Tech Park Minor Subdivision Plat No. P-2005-0000018, situated in the SE¹/₄ of Section 18, Township 20 North, Range 4 East, Principal Meridian, City of Great Falls, Cascade County, Montana, according to Plat filed May 29, 2015 being Plat No. P-2015-0000016, Cascade County, Montana and all real and personal property located thereon.

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

Commissioner McKenney inquired about the fiscal impact with regard to adding \$1 million to the City general fund.

City Attorney Dennis responded that Centene has agreed to honor a provision in the Development Agreement obligating Centene to pay the City \$1 million if the company operated in the City for a period of twenty years.

Commissioner McKenney referred to page 7, sections C and E of Resolution 8841 and commented that the Port Authority could be used for housing development.

City Manager Doyon responded that he would make sure that the Port Authority is not a tool for the City for growth before making a recommendation to the Commission to abolish it.

**JOURNAL OF GREAT FALLS PORT AUTHORITY MEETING
May 16, 2023**

Commissioner McKenney added that he would not be in a hurry to abolish the Port Authority.

Commissioner Hinebauch commented that he would like to know more about the capabilities and uses of the Port Authority.

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

Motion carried 4-0.

ADJOURNMENT

There being no further business, Mayor Kelly adjourned the Port Authority meeting of May 16, 2023, at 5:05 pm.

Secretary/Treasurer Rick Tryon

Deputy City Clerk Darcy Dea

Minutes Approved: June 6, 2023



Commission Meeting Date: June 6, 2023
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

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

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECKS FROM NEW WORL	05/04/2023-05/24/2023	1,201,621.75
ACCOUNTS PAYABLE CHECKS FROM MUNIS	05/04/2023-05/24/2023	3,889,239.11
MUNICIPAL COURT CHECKS	05/04/2023-05/24/2023	80,751.11
MISCELLANEOUS ACCOUNTS PAYABLE WIRES	05/04/2023-05/24/2023	762,554.29
TOTAL: \$		<u><u>5,934,166.26</u></u>

GENERAL FUND

POLICE		
FLOORS & MORE	GFPD CARPET REPLACEMENT	33,158.69

SPECIAL REVENUE FUNDS

COVID RECOVERY		
SPARK ARCHITECTURE, PLLC	EVIDENCE RM ARCHITECTURE OF# 1684.3	37,406.25
WADSWORTH BUILDERS COMPANY	HR OFFICE REMODEL	36,068.17
WADSWORTH BUILDERS COMPANY	HR OFFICE REMODEL	125,451.91
BALLPARK ONE LLC	VOYAGERS RENO	94,553.00
POLICE SPECIAL REVENUE		
836 TECHNOLOGIES	CRISIS NEGOTIATION TEAM RECORDER	28,440.16
PARK DISTRICT		
US BANK TRUST	DEBT SERVICE	616,468.98
SWANK ENTERPRISES	AQUATIC & REC CENTER CONSTRUCTION	884,966.30

DEBT SERVICE FUNDS

DOWNTOWN TID BOND		
CITY BAR INC	TIF LIFE SAFETY COMPLIANCE REIMBURSE	25,541.50

CAPITAL PROJECT FUNDS

DOWNTOWN TID

TALISMAN CONSTRUCTION SERVICES	CIVIC CENTER FACADE	174,158.97
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ENTERPRISE FUNDS

SEWER

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OP CONTRACT MAY 2023	307,496.42
VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OP CONTRACT APRIL 2023	307,496.42

SANITATION

CASCADE ENGINEERING INC	580-96 GALLON REFUSE CONTAINERS	35,798.40
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PARKING

STANDARD PARKING CORP	PARKING CONTRACT	32,414.78
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CIVIC CENTER EVENTS

CATS TOURING NE LLC	CATS GUARANTEE ON BEHALF OF IAE	30,000.00
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INTERNAL SERVICE FUNDS

HEALTH & BENEFITS

HEALTH CARE SERVICE CORP	BCBS HEALTHCARE APRIL 2023	633,527.83
SUN LIFE FINANCIAL	SUNLIFE DENTAL AND VISION APRIL 2023	42,208.02

CENTRAL GARAGE

MOUNTAIN VIEW CO OP	GAS @ \$3.75/GAL, DIESEL FUEL @ \$4.00/GAL	26,050.74
MOUNTAIN VIEW CO OP	GAS @ \$3.75/GAL, DIESEL FUEL @ \$4.00/GAL	28,391.87

TRUST AND AGENCY FUNDS

COURT TRUST MUNICIPAL COURT

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	69,448.78
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PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	95,875.00
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	106,536.79
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	145,550.97
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	262,892.24
US BANK	FEDERAL TAXES, FICA & MEDICARE	411,610.70
MONTANA OE - CI TRUST FUND	EMPLOYEE CONTRIBUTIONS	50,949.60

UTILITY BILLS

NORTHWESTERN ENERGY - BUTTE	ENERGY CHARGES FOR APRIL 2023	76,863.47
HIGH PLAINS LANDFILL	LANDFILL CHARGES FOR APRIL 2023	94,919.34
ENERGY WEST	ENERGY CHARGES FOR APRIL 2023	28,517.04
ENERGY KEEPERS	ELECTRIC CHARGES FOR APRIL 2023	129,528.00

CLAIMS OVER \$25,000 TOTAL:		\$ <u>4,972,290.34</u>
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**CITY OF GREAT FALLS, MONTANA
COMMUNICATION TO THE CITY COMMISSION**

DATE: June 6, 2023

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

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

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Planning and Community Development	Talcott Properties LC	Perpetual	N/A	Public Access Easement [Chipotle Project] – 20-foot wide legal access to re-route the vacated alley pursuant to Resolution #10457 located at 1900 10 th Ave S, consisting of 3709 sq. ft.; and Sewer and Storm Main Utility Easement consisting of 4938 sq. ft. [CR: 051722.12]
B	Park and Recreation	A Child’s World, LLC	06/06/2023 – 12/31/2025	\$664/Month Main Floor \$517/Month Second Floor	Addendum #1 to Lease Agreement with A Child’s World, LLC for Child Care Services at the Community Recreation Center, 801 2 nd Avenue North, adds lease space on the first and second floors for \$0.58 per sq./ft and all other conditions and covenants of A Child’s World, LLC Lease Agreement approved by the Commission on January 3, 2023 [agenda item 14] remain in full force and effect.

C	Great Falls Fire Rescue (GFFR)	David F. Simpson, D.O.	07/01/2023	\$3,000/Mo.	Professional Services Agreement for GFFR Offline Medical Director services and EMS System Medical Director services
D	Public Works	Sprint Spectrum Realty Company, LLC, f/n/a Cedar TowerCo, LLC	05/17/2023	N/A	Ratification of Equipment Transfer Agreement of all equipment, leasehold improvements, and related items installed on the property located at 4110 Ella Ave S, pursuant to Notice of Termination of Ella Tank Site Agreement [Lease ID: SP67XC138-A-001] [CR: 081616.13]



Commission Meeting Date: June 6, 2023
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Acceptance of 1941 Seagraves Ladder Truck

From: Jeremy Jones, Fire Chief

Initiated By: Great Falls Fire Rescue

Presented By: Jeremy Jones

Action Requested: Approve Memorandum of Understanding acknowledging acceptance of donated 1941 Seagraves 85' ladder truck into GFFR fleet.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the Memorandum of Understanding acknowledging acceptance of the 1941 Seagraves Ladder Truck donated by Jim and Joyce Moerkerke.”

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

Staff Recommendation: Staff recommends that the city approve the Memorandum of Understanding accepting the donated 1941 Seagraves 85' ladder truck back into the GFFR fleet. The truck is a part of GFFR history and will be used in parades, community events and also as a static display.

Summary: A Memorandum of Understanding was created to acknowledge the donation of a 1941 Seagraves Ladder Truck that was part of the GFFR fleet from 1941 to 2001. The truck was donated by Jim and Joyce Moerkerke. Mr. Moerkerke purchased the truck from a private citizen who obtained it at an auction many years ago and no longer wanted it. He felt it was a part of GFFR history and asked if we would want it back at no cost. The truck was valued at \$17,500 by local vintage fire truck expert Howard Schneider. If accepted, the truck would officially become part of the GFFR fleet and be used solely for parades, display and other non-emergency events where GFFR interacts with the public. The truck is in great condition and requires very little maintenance. The truck will be housed at the Training Center and maintained by GFFR firefighters.

Background: In 1941 the City of Great Falls purchased the 1941 Seagraves 85" ladder truck. The truck was one of the first ladder trucks in Montana at the time. It remained in service at the Great Falls Fire Department from 1941 until February 2001. The truck was a part of the City fleet for 60 years before becoming obsolete for emergency service and removed from service. It was sold at auction and purchased by a private buyer. It changed ownership once and ended up the property of Jim Moerkerke. Mr. Moerkerke is an acquaintance of Mayor Bob Kelly and approached him about our interest in taking possession of the

truck via donation from him and his wife. This ladder truck is a part of Great Falls Firefighter's history and they wanted us to have it if we were interested. The truck runs and operates as it did for many years and is in great condition. This truck would not be used for any type of emergency response. It would be used for community events and static display to promote firefighting history in Great Falls and be shared as city history. Our community has a long and storied firefighting history and this ladder truck is an important part of that. The truck has been gone for over 20 years and has now found its way home.

Fiscal Impact: The truck was donated by the Moerkerke's and will not incur a fiscal impact. Maintenance costs will be very minor moving forward as the vehicle will only be driven a few times a year. The truck would be under the city insurance for a minimal fee.

Alternatives: Not approve the Memorandum of Understanding for the donated ladder truck and return the truck to Jim and Joyce Moerkerke.

Attachments:

Memorandum of Understanding

Valuation Appraisal

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter, "MOU") is hereby entered into this ____ day of _____, 2023 by the **City of Great Falls** (hereinafter, the "City"), and Jim Moerkerke and Joyce Moerkerke, husband and wife, residents of Stevensville, Montana, (hereinafter, the "Moerkerkes").

WHEREAS, on September 28, 2022, the Moerkerkes donated a 1941 Seagrave Fire Truck, VIN B1340, Vehicle Number 052LV0485 (hereinafter, the "Fire Truck") to the City;

WHEREAS, the City desires to formally acknowledge and accept the Fire Truck and provide the Moerkerkes with such acceptance; and

WHEREAS, the Moerkerkes have obtained an independent value of the Fire Truck for their personal tax purposes;

NOW, THEREFORE, in the mutual obligations and understandings hereinafter set forth, the City and the the Moerkerkes agree as follows:

1. The City and the Moerkerkes agree that as of September 28, 2022, the Moerkerkes are relinquishing all right, title and interest in the Fire Truck to the City.
2. The Moerkerkes had an independent appraisal of the Fire Truck performed by Howard Schneider, who placed an approximate value on the Fire Truck of \$17,500. The City has offered no opinion and makes no representation with respect to the value of the Fire Truck.
3. This MOU shall not be construed as giving any rights or benefits hereunder to anyone other than the City and the Moerkerkes.
4. This MOU may not be altered, modified or amended, except in writing, properly executed by an authorized representative of the City and the Moerkerkes.

IN WITNESS WHEREOF, the City and the Moerkerkes have caused this Memorandum of Understanding to be executed and intended to be legally bound thereby as of the date set forth on page 1 above.

CITY OF GREAT FALLS

Gregory T. Doyon, City Manager

JIM MOERKERKE

JOYCE MOERKERKE

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

* APPROVED AS TO FORM:

By _____
David G. Dennis, City Attorney

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

Robert Shupe

From: Doug Alm
Sent: Wednesday, May 10, 2023 11:03 AM
To: Robert Shupe
Subject: FW: 1942 Seagrave Ladder Truck Appraisal

From: Howard Schneider <enginecompany14@gmail.com>
Sent: Tuesday, May 2, 2023 9:19 AM
To: Doug Alm <dalm@greatfallsmt.net>
Subject: 1942 Seagrave Ladder Truck Appraisal

To whom it may concern,

I (Howard Schneider) recently performed an appraisal of Great Falls Fire Departments 1942 Seagrave fire truck for the previous owner who donated it back to the department. My appraisal was based on my 35 years of collecting and restoring fire apparatus.

I based my appraisal on the overall condition of the apparatus which included body, paint, cabinet doors, engine, running condition, and length. The reason I consider length is due to the fact that most collectors of fire apparatus do not have the means to store such a large vehicle, which reduces the price. Apparatus of this length tend to be stored outside resulting in a rapid decline.

My final appraisal amount came to \$17,500.

I hope this will help.

Howard Schneider
enginecompany14@gmail.com
406-788-1201



Commission Meeting Date: June 6, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: ESRI Small Enterprise Agreement for County and Municipal Government

From: Information Technology Division

Initiated By: Administration Division

Presented By: Chuck Anderson, Deputy City Manager

Action Requested: Approve ESRI Small Enterprise Agreement for County and Municipal Government and authorize the City Manager to execute the Agreement documents.

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (approve/not approve) the ESRI Small Enterprise Agreement for County and Municipal Government in the amount of \$170,100 total over a 3 year term (\$56,700 Year 1, \$56,700 year 2, and \$56,700 Year 3) and authorize the City Manager to execute the Agreement documents.”

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

Staff Recommendation:

Approve ESRI Small Enterprise Agreement for County and Municipal Government and authorize the City Manager to execute.

Summary:

The City is contracting with Environmental Systems Research Institute (ESRI) to provide its Geographic Information Systems (GIS) software and services. The City uses ESRI services to provide layers of authoritative data, mapping services and web applications. By signing the agreement, the City will be provided the licensing needed to upgrade its GIS system. This agreement will also greatly increase licensing volumes at a reduced rate.

Background:

The City has been paying maintenance for use of ESRI software for 20+ years. Currently, the City uses ESRI products to manage its GIS operations in the following ways:

- Reviewing and approving development related projects that require the issuance of permits.
- Identifying addresses to send out information/communications to its customers.

- Utility billing, conducting tax assessments, license renewals and providing census data.
- Maintaining accurate addressing and geo data so emergency response personnel can respond effectively.

The demands of ESRI software products and their uses across City departments are on the rise. GIS is now a fundamental component of many new software packages. Public Safety personnel can now be dispatched based on location/GIS data. Asset Management, permitting and licensing are also reliant on GIS data. These increased demands are taxing the City's ESRI ArcGIS Enterprise system by impacting performance and overall stability. Conducting these upgrades and providing a vast array of licensing options will help drive the City's GIS initiatives moving forward and allow other city departments to streamline their work with the licensing freedom and ability to manage their own GIS data and/or gain the benefits of ESRI software.

Additional benefits of the agreement:

- Uncapped license quantities on ArcGIS Desktops (Basic, Standard and Advanced)
- Maintenance on all ESRI software deployed under the agreement
- Complete flexibility to deploy software products when and where needed
- Developer Tools
- Paid ESRI User conference registrations
- Free Self-Paced E-Learning

Fiscal Impact:

This is a renewal of the previous contract that was signed on October 6, 2020. If purchased outside of this agreement, these services would cost upwards of \$40,000 in licensing alone.

Alternatives:

The City Commission could vote to not approve the ESRI Small Enterprise Agreement for County and Municipal Government, increasing the risk of a GIS system failure and limiting the growth of GIS technology throughout the organization.

Concurrences:

Legal has reviewed and approved the agreement. Department Heads for Police, Fire, Finance, Park and Recreation, Planning and Community Development, and Public Works that will be most affected by internal service charges have been briefed and are in support of the renewal of the contract.

Attachments/Exhibits:

Quote (Q-488239) Small Enterprise Agreement for County and Municipal Government



May 16, 2023

Mr. Aaron Vaughn
City of Great Falls
2 Park Dr S Rm 8
Great Falls, MT 59401-4006

Dear Aaron,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Raed Aldbagh



Esri Use Only:
 Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____

**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-3)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 250 ArcGIS Online Viewers
 250 ArcGIS Online Creators
 37,500 ArcGIS Online Service Credits
 250 ArcGIS Enterprise Creators
 5 ArcGIS Insights in ArcGIS Enterprise
 5 ArcGIS Insights in ArcGIS Online
 50 ArcGIS Location Sharing for ArcGIS Enterprise
 50 ArcGIS Location Sharing for ArcGIS Online
 4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 4 ArcGIS Utility Network User Type Extensions (Enterprise)
 4 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



Commission Meeting Date: June 6, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Professional Services Agreement: City of Great Falls Stormwater Master Plan Update, OF 1361.6.

From: Engineering Division

Initiated By: Public Works Department

Presented By: Public Works Department

Action Requested: Consider and approve a Professional Services Agreement

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (approve/not approve) a Professional Services Agreement in the amount of \$455,870 to Great West Engineering Inc., for the City of Great Falls Stormwater Master Plan Update project, and authorize the City Manager to execute the agreement documents."

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

Staff Recommendation: Approve a Professional Services Agreement.

Summary:

The City proposes to retain Great West Engineering Inc., to prepare a master plan that includes an in depth summary of the existing drainage basins and drainage patterns, system layout, system capacities, system issues, cost estimates for improvements, recommendations for system improvements, and a comprehensive utility rate study. The physical limits of the master plan study area are depicted on the map in Attachment A. As a part of the plan, a utility rate study to support the operation, maintenance, and capital financial requirements over the planning period will be developed. The revised rate study will be based on utility finance methodologies used throughout the industry and meet City’s needs with regards to operation and maintenance, capital repairs, capital improvements, and expansion of the utility network.

Background:

The City Commission adopted the current Storm Drainage Master Plan, dated February 1989. At that time the Master Plan analyzed and identified drainage deficiencies and provided a range of macro scale drainage concepts for construction of future facilities required to serve the City, as well as providing prioritization of system maintenance and improvement projects.

The original Storm Drainage Master Plan recommended the creation of a storm drain fee to pay for necessary upgrades and maintenance.

Citizen Participation:

City Public Works Staff and the Consultant will ensure that the study is guided through the public outreach process. The consultant will create a website with a GIS-based data collection tool that will allow stakeholders to identify and describe areas of drainage concern on a digital map of the city.

Purpose:

The purpose of this project is to update the 34-year old stormwater master plan. The project will generate a computerized hydraulic model of the City's storm sewer network. The network model will be developed utilizing the City's existing storm drain utility mapping, as-built plans, and Lidar data. Supplemental surveying will be conducted where existing information is not available. The storm drain model for the existing drainage networks will be run and refined for the various storm events to perform capacity analysis for the existing pipes and to identify areas of surcharging and overtopping. The study will include an evaluation of potential overflow improvement alternatives for flood mitigation efforts during substantial rain events, such as the August 2016 rain storm.

Through the aforementioned analysis the plan will provide a range of macro scale drainage concepts for construction of future facilities required to serve the City as it grows, as well as providing prioritization of system maintenance and improvement projects. The proposed plan will also analyze possible locations for City owned regional storm water detention/retention ponds. Feasible pond alternatives will be included in the modeling to identify the extent to which they could help alleviate downstream flooding issues.

The Master plan will also provide a paper on industry practices used by Montana municipalities and industry standards for stormwater rate structures. The issue paper will present alternative structures for the City's consideration and recommend a course of action. The rate study will determine the revenue needed to meet the utility's financial obligations, including capital, operating, and regulatory commitments. The final report will summarize the key assumptions, methodology, results, considerations, and provide recommendations.

Project Work Scope:

The hydraulic model, analysis, master plan, and rate study will include the following tasks:

- Review Existing System Information, Gather Layout Information
- Drainage Delineations and Modeling of Existing System to Establish Capacities and Identification of Deficiencies
- Evaluation of Alternatives for Improvements
- Preparation of Draft and Final Master Plan
- Storm Drain Rate Study Update

Evaluation and Selection Process:

The Request for Proposals (RFP) was advertised two times in the Great Falls Tribune. Four Proposals were received on March 24, 2023. The written proposals were evaluated and scored by a five member committee. The selection committee then reviewed, assessed and scored the RFPs and short listed two firms for interviews. Interviews with the top two scoring firms were held, evaluated and scored on May 1, 2023. Subsequent reference checks were made and the final total scoring was tabulated. Great West's proposal was scored the highest by the Selection Committee. The attached score tabulation sheet summarizes the rankings of the RFPs that were received.

Conclusion:

The project will result in comprehensive analysis of the City's existing system as well as provide recommendations for system improvements as well as a rate structure that funds the recommended improvements. The resulting hydraulic model will also provide a valuable tool for City Engineering Staff in expediting their evaluations of impacts to the City's storm drain network as development continues.

The project was selected, prioritized, and executed in accordance with the Public Works Capital Improvement Program, and budgeted utilizing Storm Sewer Funds, Unassigned Capital Improvements, Enterprise Fund. City staff recommends approving the Agreement with Great West Engineering Inc., in the amount of \$455,870.

Fiscal Impact:

Storm Sewer Funds have been programmed and budgeted for this project.

Alternatives:

The City Commission could vote to deny the Professional Services Agreement, request Staff look for another Consultant to perform the service, or cancel the project. These actions would delay the project. It will also continue to burden developers, who currently are required to determine system capacity for proposed additions to the City's network.

Attachments/Exhibits:

Professional Services Agreement

Exhibit A – Scope of Services with Schedule and Attachments

Figure 1 – Study Area Map

RFP score tabulation sheet

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as “City,” and **GREAT WEST ENGINEERING INC.**, 2501 Belt View Drive, Helena, MT, 59601, hereinafter referred to as “Consultant.”

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

1. Purpose: City agrees to hire Consultant as an independent contractor to perform for City services described in the Scope of Services attached hereto as Exhibit “A” and by this reference made a part hereof.

2. Term of Agreement: This Agreement is effective upon the date of its execution. Both parties reserve the right to cancel this Agreement by providing a written thirty (30) day notice to the other party.

3. Scope of Work: Consultant will perform the work and provide the services in accordance with the requirements of the Scope of Services.

4. Payment: City agrees to pay Consultant at the hourly rate(s) set forth in the Scope of Services, for a total not to exceed amount of FOUR HUNDRED FIFTY FIVE THOUSAND EIGHT HUNDRED AND SEVENTY DOLLARS (\$455,870.00) for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

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

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

Consultant shall furnish the City with copies showing one of the following: **(1)** a binder for workers’ compensation coverage by an insurer licensed and authorized to provide workers’

compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

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

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

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

1.	Commercial General Liability (bodily injury and property damage)	\$1,000,000 per occurrence \$2,000,000 aggregate
2.	Products and Completed Operations	\$2,000,000
3.	Automobile Liability	\$1,500,000 combined single limit
4.	Workers' Compensation	Not less than statutory limits

- 5. Employers' Liability \$1,000,000
- 6. Professional Liability (E&O) \$1,000,000 per claim
(only if applicable) \$2,000,000 aggregate

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

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

Legal reviewer initials: **Approved** **Denied**

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

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

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

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

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

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

14. **Liaison:** City's designated liaison with Consultant is **Russell Brewer** and Consultant's designated liaison with City is **Josh Sommers**.


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

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

CITY OF GREAT FALLS, MONTANA

CONSULTANT

By: _____
Print Name:
Print Title:
Date:

By: 
Print Name: *WILLIAM LUEDERS*
Print Title: *PRESIDENT*
Date: *MAY 16, 2023*

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

APPROVED AS TO FORM:

By _____
David G. Dennis, City Attorney*

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

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

**EXHIBIT “A” – SCOPE OF SERVICES
GREAT FALLS STORMWATER MASTER PLAN (O.F. 1361.6)
ENGINEERING SERVICES SCOPE OF WORK AND FEE PROPOSAL**

The ENGINEER agrees to provide professional services in connection with the preparation of a master plan and rate study for the entire CITY owned stormwater system in Great Falls, Montana.

The ENGINEER will perform analysis and prepare a master plan that includes an in depth summary of the existing drainage basins and drainage patterns, system layout, system capacities, system issues/deficiencies, analysis of alternatives, cost estimates for improvements, recommendations for system improvements, an implementation plan and a rate study. The physical limits of the master plan study area are depicted on the map in **Attachment A**.

The analysis, master plan and rate study will be developed in the following five phases:

- Phase 1.0 – Review Existing System Information, Gather Layout Information, Project Management and Software Training
- Phase 2.0 – Drainage Delineations and Modeling of Existing System to Establish Capacities and Identification of Deficiencies
- Phase 3.0 – Evaluation of Alternatives for Improvements
- Phase 4.0 – Preparation of Draft and Final Master Plan
- Phase 5.0 – Storm Drainage Rate Study

PHASE 1.0 – REVIEW EXISTING SYSTEM INFORMATION, GATHER LAYOUT INFORMATION, PROJECT MANAGEMENT AND SOFTWARE TRAINING

- 1.1 Develop project scope of work and fee proposal, execute an agreement and setup project.
- 1.2 Attend two project scoping meetings with City Engineering and Public Works staff.
- 1.3 Participate in a project kickoff meeting with City Engineering and Public Works staff. The purpose of the kickoff meeting will be to establish overarching goals for the project, set project communication protocols, establish timing of periodic progress meetings, discuss overall strategies for implementing the project and collectively identify areas with known drainage issues. The appropriate modeling software options will also be discussed. Three staff from the ENGINEER’s team will participate and meeting minutes will be prepared.
- 1.4 Coordinate with City staff to obtain the latest storm drain AutoCAD based mapping and as-built plans for the storm drain system.
- 1.5 Process existing LiDAR data to obtain a detailed contour map (1 foot contour interval) of the entire city.

- 1.6 Review the previous stormwater master plan and rate study.
- 1.7 Review the existing storm drain system layout and understand flow patterns and outfall locations.
- 1.8 Obtain available information for existing regional and private stormwater detention and/or retention ponds from the CITY, including storage capacities and outfall control information (orifice diameters, weir dimensions, etc.). It is understood that information for detention/retention facilities on private commercial properties is only available from 2016 on. Documentation is generally included in engineering reports, which will be provided by the CITY. This task will include developing an inventory of all known detention/retention ponds and establishing which facilities will require topographical survey. This inventorying of ponds will include a meeting with the CITY.
- 1.9 Perform survey of manhole rims and inlets where existing information is not available to establish rim and invert elevations and approximate storm drain pipe lengths between structures. This task will include processing survey information. In general, the intent is to utilize the CITY's existing storm drain utility mapping and as-built plans, which have the majority of the manhole rim and invert elevations and pipe lengths already included. Field survey and measurements will only be performed where information is either missing in the existing mapping or as-builts or where discrepancies with the existing information arise. The areas anticipated to require pickup survey work are shown in an exhibit in **Attachment A**. As described under task 2.2, the modeling for the storm drain system will not include individual inlets. The survey of inlets is only intended to provide a complete base map of the system.
- 1.10 Utilize a drone to collect ground surface elevations and aerial imagery for portions of the study area. The anticipated limits of the drone survey are shown in the exhibit in **Attachment A**. The intent is to utilize aerial imagery and ground elevation data to identify existing stormwater pond locations and to utilize the data to establish pond volumes. It is anticipated that there are approximately twenty (20) CITY owned regional detention/retention facilities and up to seventy-five (75) detention/retention facilities located on commercial or institutional properties. A model of the "surface" for the study area will be developed using a combination of the drone elevation data and the existing LiDAR data. The surface will facilitate delineation of drainage subbasins. There will be areas of the study limits that will not be able to be flown with a drone due to flight restrictions in the vicinity of the airport and Malmstrom AFB. Any stormwater ponds within those areas will be surveyed in with conventional methods under task 1.11 below.
- 1.11 Perform supplemental field survey to establish volumes of ponds that are not able to be surveyed in with the drone technology under task 1.10. This task also includes field work to document outfall control configurations for all stormwater ponds that will be included in the modeling (approximately twenty CITY owned regional detention/retention facilities and up to seventy-five detention/retention facilities located on commercial or institutional properties). This task will also include processing survey information. Supplemental survey will only be performed on ponds constructed prior to 2016 and that are not able to be collected via drone survey. CITY provided engineering reports will be

utilized to establish pond volumes and outfall configurations for ponds constructed after 2016. Existing engineering reports will also be relied upon for information on any subsurface detention/retention systems. The survey effort will include coordination with private property owners to allow for “right of entry” for the surveyors.

- 1.12 This task will include processing survey information gathered with drone technology. “Surface” base mapping will also be completed under this task.
- 1.13 Facilitate and attend up to sixteen (16) progress and coordination meetings with the Public Works and City Engineering staff to establish needs, discuss analysis and alternatives, obtain input and review deliverables. At least one meeting per month is anticipated. Minutes will be prepared and distributed for all meetings. At one of the meetings early on in the project, anticipated areas and limits of future development will be identified with the CITY.
- 1.14 Prepare for and facilitate three separate (3) stakeholder meetings to gather additional information. This task will include preparation of meeting agendas and exhibits to guide the discussions. Stakeholders will be notified of the meetings through emails and/or phone calls. Stakeholders will include, but not limited to representatives from the Neighborhood Councils, the MDT and developers. Meeting minutes will be prepared for each meeting. The meetings will be held at a location to be determined and provided by the CITY. Two staff from the ENGINEER’s team will participate in the meetings.
- 1.15 Create a website with a GIS-based data collection tool to allow stakeholders to identify and describe areas of drainage concern on a digital map of the city. This task will include ongoing maintenance of the site and compilation of comments and notes from stakeholders. The comments will be summarized and provided to the CITY. The summary will be included in the master plans and will be referred to and considered as improvement alternatives are developed under Phase 3.0.
- 1.16 Provide up to 40 hours of AutoDesk Storm and Sanitary Analysis (SSA) software training to City Engineering staff at the City Engineering or Public Works office in Great Falls. The city staff being trained will utilize CITY owned computers and software for the training.
- 1.17 Provide general project management for the project, including ongoing coordination with the CITY and ENGINEER staff, preparation of progress reports and invoices, schedule and budget tracking and QC reviews of deliverables.

PHASE 2.0 – DRAINAGE DELINEATIONS AND MODELING OF EXISTING SYSTEM TO ESTABLISH CAPACITIES AND IDENTIFICATION OF DEFICIENCIES

- 2.1 Develop the network layout of the existing storm drain system in AutoDesk Storm and Sanitary Analysis (SSA) software. As described above in Phase 1.0, the CITY’s AutoCad base map and as-built plans will be utilized to the extent possible to establish pipe lengths and slopes and pickup survey information will be utilized for any additional information needed. It is anticipated that several separate models may be necessary to maintain files to reasonable sizes. For large basins, a separate model for each basin may be practical.

- 2.2 Verify major drainage basin delineations. Delineate sub-basins contributing storm water flows to each of the major junctions (manholes) in the storm drain networks. Enter basin data and characteristics for the Stormwater Management Model (SWMM) method into the modeling software. Existing LiDAR and mapping from drone survey will be utilized to delineate basins and to establish approximate ground slopes. Modeling of individual catch basin/drop inlets is outside the scope of this study.
- 2.3 Incorporate volume and outfall control information for detention/retention ponds into the models for the areas described above in 1.10 and 1.11. This information will be from a combination of field survey, drone survey and from review of engineering reports for all ponds constructed after 2016.
- 2.4 Enter rainfall data for the 5-year / 2-hour, the 5-year / 24-hour, the 100-year / 2-hour and the 100-year / 24-hour storm events into the models.
- 2.5 The storm drain models for the existing systems will be run and refined for the various storm events to perform capacity analysis for the existing pipes and to identify areas of surcharging and overtopping. Overflow or bypass routes for the 100-year event will also be assessed for outfall locations.
- 2.6 Coordinate with City Public Works and Engineering staff to establish any portions of the system with known piping or structure deficiencies not related to capacity (structural failures, etc.). Televising performed by CITY staff will be coordinated by the ENGINEER for any areas requiring further investigation. Any televising completed by the CITY will be reviewed by the ENGINEER.

PHASE 3.0 – EVALUATION OF ALTERNATIVES FOR IMPROVEMENTS

- 3.1 Develop alternatives for storm drain system improvements, which may include extensions to areas lacking stormwater collection, larger pipe diameters for increased capacity, and additional catch basins/drop inlets. Televising of existing storm drains will be performed by the CITY for select areas if it is determined to be necessary as the study progresses. An iterative approach with the modeling will be taken to identify areas where increases in pipe sizes or additional inlets could be implemented to reduce or eliminate surcharging and surface ponding in problem areas.
- 3.2 Possible locations for new CITY owned regional storm water detention/retention ponds will be considered and coordinated with the CITY. Any feasible pond alternatives will be included in the modeling to identify the extent to which they could help alleviate downstream flooding issues. Future regional pond locations already identified in other engineering studies will also be established through coordination with the CITY and will be included in the modeling of alternatives (Loren Smith pond, Thaniel Addition, Volk Pond, south Great Falls, etc.).
- 3.3 Evaluate possible overflow routes and improvements for large storm events (50-year and 100-year events) in areas with significant flooding. One known area is along 2nd Street South in the vicinity of the Great Falls Builders Exchange.

- 3.4 Consider stormwater needs of known future commercial development and future residential development, especially at the current urban/rural interface. Additional growth areas will be established with CITY staff and incorporated into the proposed conditions models.
- 3.5 Evaluate alternatives for improving compliance with MS4 requirements. A meeting will be held with CITY environmental staff to establish MS4 goals related to the study and to identify potential opportunities for improvements. Two members of the ENGINEER's team will attend the meeting and minutes will be prepared. Existing and potential new regional detention/retention ponds will be assessed for their abilities to provide stormwater treatment. Retrofitting of existing regional ponds to provide treatment will be considered. The practicality for treatment structures inline with the storm drain system (hydrodynamic separators, etc.) will also be assessed.

PHASE 4.0 – PREPARATION OF DRAFT AND FINAL MASTER PLAN

- 4.1 Prepare the Introduction and Background Information sections of the master plan, including the following:
- Purpose and scope of study
 - Planning area location, background, and physical characteristics
 - Environmental conditions
 - Growth and population trends
 - General existing storm drain system layout information
 - System improvement history
- 4.2 Prepare the Evaluation of Existing System and Identification of System Deficiencies and Improvement Needs sections of the master plan, including the following:
- Summary of analysis criteria and modeling approach
 - Existing drainage basins and hydrology information
 - Summary of existing storm drain capacity analysis
 - Identification of system deficiencies and improvement needs
- 4.3 Prepare the Alternative Evaluation sections of the master plan, including the following:
- Identify storm drainage system improvement alternatives
 - Development of conceptual layouts and considerations of construction issues, land requirements, impacts to other facilities, operation/maintenance requirements and preparation of cost estimates for alternatives

- Alternative screening and ranking, including consideration of criteria such as costs, O&M, constructability, permitting, environmental impacts and land acquisition.
 - Identify preferred alternative(s) and prioritization of improvements
- 4.4 Prepare Conclusions, Improvement Recommendations, Implementation and Rate Structure Summary sections of the master plan, including the following:
- Prioritization of improvements
 - Financial plan / capital improvement plan
 - Rate structure summary
 - Conclusions
 - Recommendations
- 4.5 Submit six (6) hard copies and a pdf of the draft master plan for CITY review and comment.
- 4.6 Incorporate review comments and final revisions and submit final master plan. Provide six (6) hard copies and a pdf of the final master plan.

PHASE 5.0 – STORM DRAINAGE RATE STUDY

*Note: FCS Group will be leading the rate study. Their detailed work scope is attached in **Attachment B**.*

- 5.1 General project management and coordination with FCS Group throughout the rate study process.
- 5.2 Facilitate rate study kickoff meeting with the CITY and FCS Group and prepare meeting minutes.
- 5.3 Assist CITY with development of a stormwater capital improvement plan (CIP) and coordinate future improvement costs and timeframes with FCS Group.
- 5.4 Assist FCS Group with development of three scenarios in conjunction with the Revenue Requirement Analysis.
- 5.5 Participate in three (3) review meetings with FCS Group and the CITY to review Revenue Requirement Analysis results.
- 5.6 Review draft and final rate study technical report prepared by FCS Group. Coordinate CITY and ENGINEER comments with FCS Group.
- 5.7 Assist FCS Group with the rate study presentation at four (4) City Commission meetings.

- 5.8 Provide FCS Group with impervious surface area information and general assistance for development of Rate Structure and Rate Design.

OWNER FURNISHED ITEMS

OWNER shall provide:

1. Copy of the previous stormwater master plan.
2. Copy of last rate study and resolutions related to stormwater rates.
3. As-built or original storm drain system drawings.
4. Public Works staff assistance as needed for manhole access for survey.
5. Available information for potential future residential and commercial developments within the study area.
6. Televising of existing storm drains for selected areas if determined to be beneficial during the course of the study.
7. Capacity and outfall control information for existing and known future CITY owned regional detention/regional ponds
8. An inventory of private stormwater detention and/or retention facilities since 2016, including any associated engineering reports and calculations.
9. Any publication fees associated with notification of public hearings.

SCHEDULE

<u>Work Item</u>	<u>Completion Date</u>
Notice to Proceed	June 2023
Review Existing Information	July 2023
Inventory of Existing Facilities, Data Collection, Field Surveys	Fall 2023
Existing System Modeling and Evaluation	December 1, 2023
Develop and Analyze Alternatives	Summer 2024
Complete Rate Study	Summer 2024
Submit Final Master Plan to City	October 2024

**ATTACHMENT A – STUDY AREA EXHIBIT AND ADDITIONAL STORM
DRAIN PICKUP SURVEY NEEDS EXHIBIT**

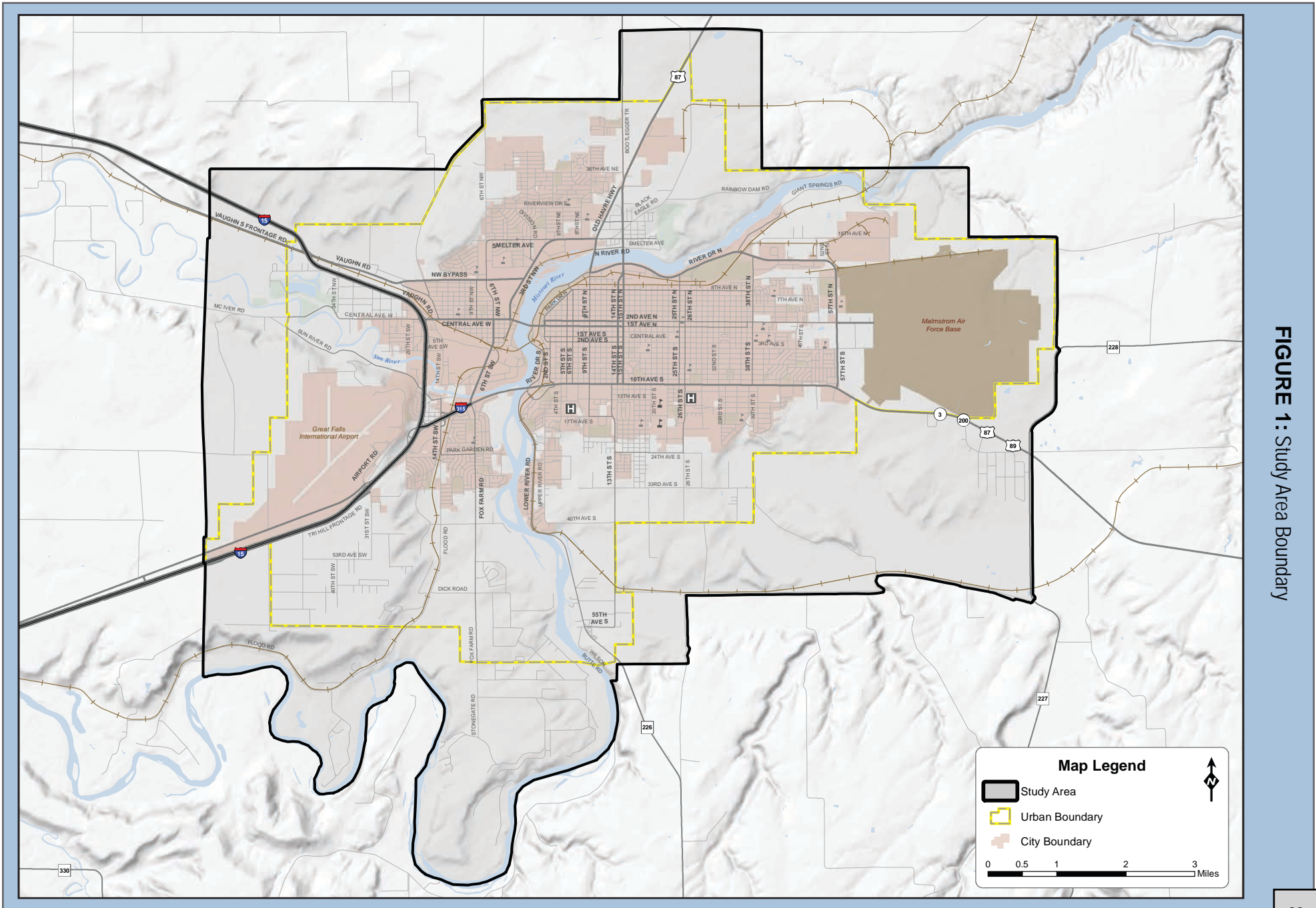
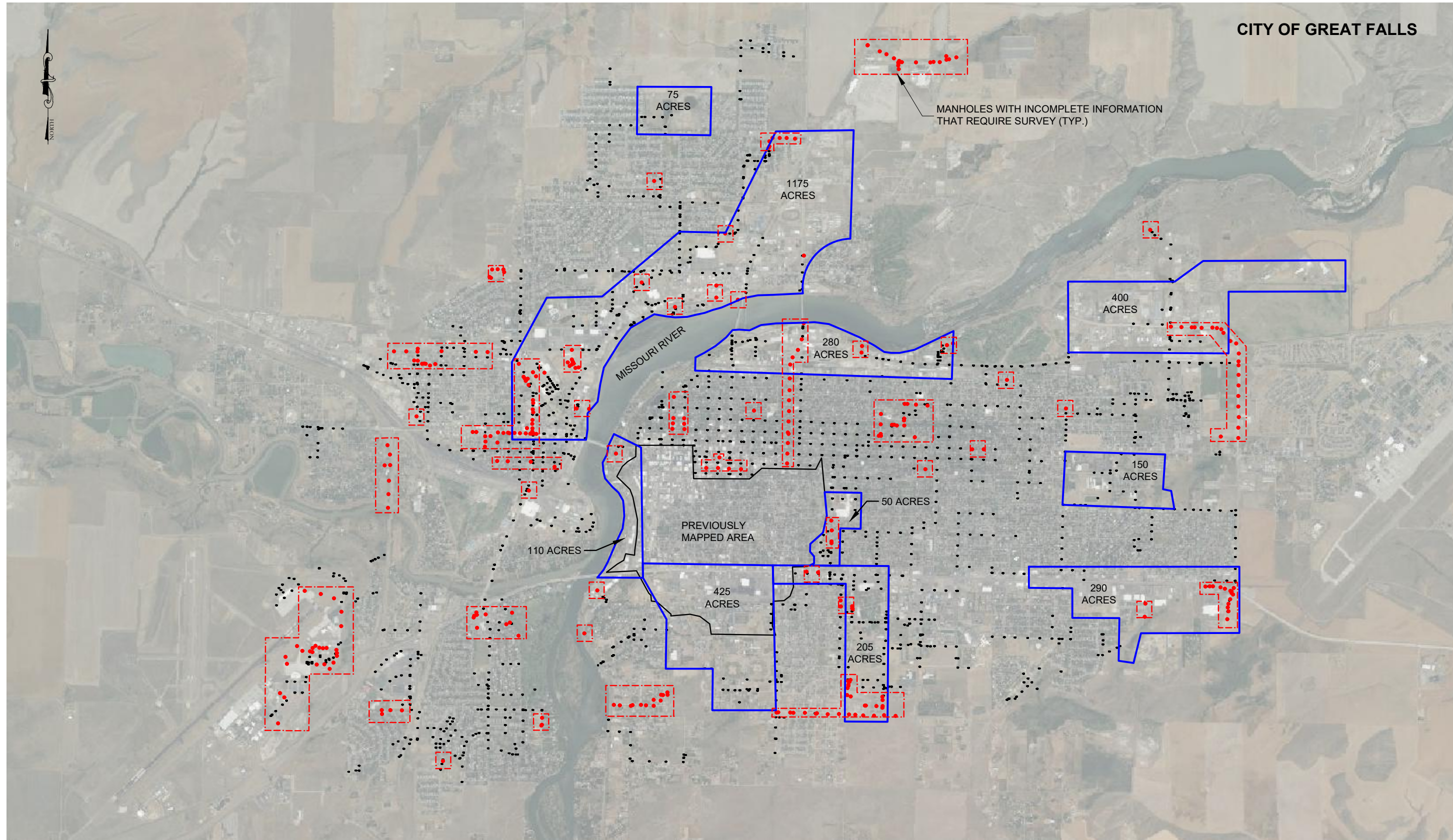


FIGURE 1: Study Area Boundary

CITY OF GREAT FALLS



LEGEND

- MANHOLES REQUIRING SURVEY
- MANHOLES W/ KNOWN RIM AND INVERT ELEVATIONS
- APPROXIMATE DRONE FLIGHT AREAS

TOTAL NUMBER OF MANHOLES =	2098
NUMBER OF MANHOLES PREVIOUSLY MAPPED =	243
MANHOLES REMAINING THAT REQUIRE SURVEY =	309
APPROX. NUMBER OF INLETS THAT REQUIRE SURVEY =	3700-4000

SURVEY EXTENTS MAP

CITY OF GREAT FALLS
STORMWATER MASTER PLAN

Y:\Shared\Great Falls Projects\6-P22131-Great Falls Stormwater Master Plan\CADD X-XXXXX\Exhibits\Manhole Survey Map.dwg



ATTACHMENT B – FCS GROUP SCOPE OF WORK

CITY OF GREAT FALLS

STORM DRAINAGE RATE STUDY

The City of Great Falls is completing a city-wide stormwater master plan. As a part of the plan, the City is requesting a utility rate study to support the operation, maintenance, and capital financial requirements over the planning period. The following task plan outlines the proposed scope of work for the rate study. The revised task plan is based on utility finance methodologies used throughout the industry as well as a discussion with staff from Great West Engineering on August 8, 2022 and subsequent revisions from City staff.

TASK PLAN

Task 1 | Project Initiation Meeting

A project initiation meeting will be scheduled before the commencement of the project with the consultant and City project team. This meeting will establish the goals and objectives of the rate study and focus the efforts of the project team. The items covered at the meeting include reviewing the scope of work, identifying project objectives, expectations, and deliverables, outlining the project schedule and key milestone review points and discussing appropriate lines of communication. We have budgeted this meeting to be conducted as a virtual video conference.

Task 2 | Data Collection and Validation

Prior to the kick-off meeting, we will provide the City project team with an initial data request related to the financial performance for the storm drainage utility as well as data related to customer billing, fixed assets, and approved/proposed capital improvements. FCS GROUP will follow-up with the City project team as needed for any additional information as required.

Task 3 | Revenue Requirement Analysis

The revenue requirement is defined as the total amount of rate revenue needed to meet the utility's financial obligations, including capital, operating, and policy-driven commitments. The results of the revenue requirement analysis will be the recommended percentage rate revenue increases or decreases needed to meet the obligations of the storm drainage service for 2023 and each year thereafter. If rate revenue adjustments are needed, class-specific adjustments will be determined as part of Task 5 (Rate Design and Rate Structure).

- The analysis will be developed using an Excel spreadsheet model that will be delivered to the City as a deliverable at the conclusion of the study.
- Up to three (3) scenarios will be developed in coordination with the City project team and Great West Engineering.

- FCS GROUP will facilitate three (3) review meetings with City staff to review preliminary results and revise the model based on discussion. These meetings are budgeted as video conference calls.

Task 4 | Documentation and Presentation

A draft technical report documenting the study will be provided to the City project team. The report will summarize the key assumptions, methodology, results, considerations, and recommendations. After staff review, revisions will be incorporated into a final report.

FCS GROUP will prepare materials and present the rate study recommendations at two (2) City Council work sessions. FCS GROUP will also attend two additional (2) City Council meetings – one meeting for the introduction of the resolution and one meeting for public comment/adoption.

Task 5 | Rate Structure and Rate Design

FCS GROUP will develop an issue paper on industry practices used by Montana municipalities and industry standards for stormwater rate structures (e.g., rates based on impervious surface area). The issue paper will present alternative structures for the City's consideration and recommend a course of action. Based on the City's preferred action, FCS GROUP would:

- Compile impervious surface area customer information that would be furnished by the City or Great West Engineering into the format needed to calculate rates.
- Apply the revenue requirement results and customer information to calculate the rates and rate structures. It is likely this rate structure will include charging residential and non-residential developed property the same rate per unit of impervious surface area but could include another structure of interest to the City.
 - » A multi-year rate schedule for residential and commercial customer classes will be designed that generates sufficient revenue and aligns with the recommended rate structure changes.
 - » Recommended rate structures will align with the requirements of City code, compatibility with the City's billing software, and the new stormwater design manual to ensure there are no discrepancies. If necessary, FCS GROUP will also identify potential changes to City code to align with proposed rate structures.
- Calculating a maximum credit percentage to be provided against utility rates for customers that implement on-site stormwater mitigation measures.
 - » FCS GROUP will evaluate the current City process for reviewing appeals from commercial and private property owners who retain more stormwater on site than is required by the City and provide recommendations to standardize and document the process.

Task 6 | Storm Water Management Facilities Charge

FCS GROUP will evaluate the cost basis for the existing storm water management facilities charge (\$250/acre) that is assessed on new development. We will explore and recommend a preferred structure to assess the facilities charge and re-calculate the charge based on the preferred structure and relevant utility costs.

SCHEDULE

The estimated schedule for the technical phases of the project (Tasks 1-3, 5 and 6) is approximately five months after the notice to proceed is issued. We anticipate that the notice to proceed would occur once a draft capital improvement plan is complete. Task 4 would be spread out through the master plan engagement. Based on discussions with City staff, we anticipate an initial rate-setting workshop with the Commission towards the beginning of the study with subsequent meetings with the Commission and the public once the technical tasks of the rate study are complete. Completion of the project is contingent upon timeliness of receipt of requested information, quality of data, and coordination between the City and FCS GROUP.

BUDGET

Our budget estimate for the study is \$57,350 for 256 professional consulting hours (\$224 average hourly rate).

Task Detail	Ghilarducci				Total Hours	Expenses	Budget Estimate
	Principal	Hobson Manager	Analyst	Admin Support			
<i>Hourly Billing Rates</i>	\$295	\$220	\$155	\$95			
Task Plan							
Task 1 Project initiation meeting	2	4	2	2	10		\$1,970
Task 2 Data collection and validation	2	8	16	0	26		\$4,830
Task 3 Revenue requirement analysis	6	10	52	0	68		\$12,030
Task 4 Documentation and presentation	48	32	24	0	104	\$4,000	\$28,920
Task 5 Rate structure and rate design	6	12	16	0	34		\$6,890
Task 6 Storm water management facilities charge	2	4	8	0	14		\$2,710
Total Tasks	66	70	118	2	256		\$57,350

Our normal billing practice is to bill based on time and materials actually expended, not to exceed the total budget. We would be more than happy to negotiate the appropriate level of effort for this project, if we have scaled our approach out of line with the City’s needs and/or expectations.

ATTACHMENT C – FEE PROPOSAL

ATTACHMENT D – INSURANCE CERTIFICATES

CERTIFICATE OF LIABILITY INSURANCE

DATE 3/27/2023 Agenda #13

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

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

PRODUCER: Edgewood Partners Ins. Center, 3780 Mansell Rd. Suite 370, Alpharetta, GA 30022. CONTACT NAME: ACEC Certificate Specialist, PHONE: 770-552-4225, FAX: (A/C, No):, E-MAIL ADDRESS: ACECcertificates@greyling.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Hartford Casualty Insurance Company (NAIC # 29424), INSURER B: Hartford Underwriters Insurance Company (NAIC # 30104).

COVERAGES CERTIFICATE NUMBER: 23-24 REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project - Great Falls Stormwater Master Plan (O.F. 1361.6). City of Great Falls is named as an Additional Insured with respects to General & Automobile Liability where required by written contract.

CERTIFICATE HOLDER: City of Great Falls, 1025 25th Ave NE, Great Falls, MT 59404-0000. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 20UEGEG9482
INSURED: Great West Engineering, Inc.

COMMERCIAL AUTOMOBILE
HA 99 16 03 12

ADDITIONAL COVERAGES WHEN REQUIRED BY WRITTEN CONTRACT

This is a summary of the coverage provided under the following form (complete form available):

COMMERCIAL AUTOMOBILE COVERAGE FORM HA 99 16 03 12

Additional Insured if Required by Contract

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who is and Insured with regard to the ownership, maintenance or use of a covered "auto."

Primary and Non-Contributory

Only with respect to insurance provided to an additional insured in 1.D. – Additional Insured If Required by contract, the following provisions apply:

- 1) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance Clause.
- 2) **Primary and Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other that this insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by method described in Other Insurance 5.d.

Waiver of Subrogation

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payment we make for damages under the Coverage Form.

POLICY NUMBER: 20SBWBA6092
 INSURED: Great West Engineering, Inc.

BUSINESS LIABILITY COVERAGE
 SS 00 08 04 05

ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the coverage provided under the following form (complete form available):

BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05

Additional Insured When Required by Written Contract, Written Agreement or Permit

WHO IS AN INSURED under Section C. is amended to include as an additional insured, 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;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification: or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

When You Add Others As An Additional Insured To This Insurance: That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

- (a) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
- (b) **Primary And Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Waiver of Subrogation

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage



CERTIFICATE OF LIABILITY INSURANCE

DATE **Agenda #13.**

9/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Hartwell Corporation PO Box 51019 Idaho Falls ID 83405	CONTACT NAME: PHONE (A/C. No. Ext): 208-522-5656		FAX (A/C. No.): 208-524-5721
	E-MAIL ADDRESS: thc@thehartwellcorp.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : XL Specialty Insurance Co.			37885
INSURED Great West Engineering, Inc. 2501 Belt View Drive Helena MT 59601	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1736071457

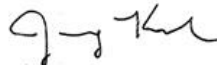
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9992779	4/25/2022	4/25/2023	Each Claim/Aggregate Deductible 3,000,000 75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Great Falls Stormwater Master Plan (O.F. 1361.6)

CERTIFICATE HOLDER**CANCELLATION**

City of Great Falls 1025 25th Ave NE Great Falls MT 59404	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

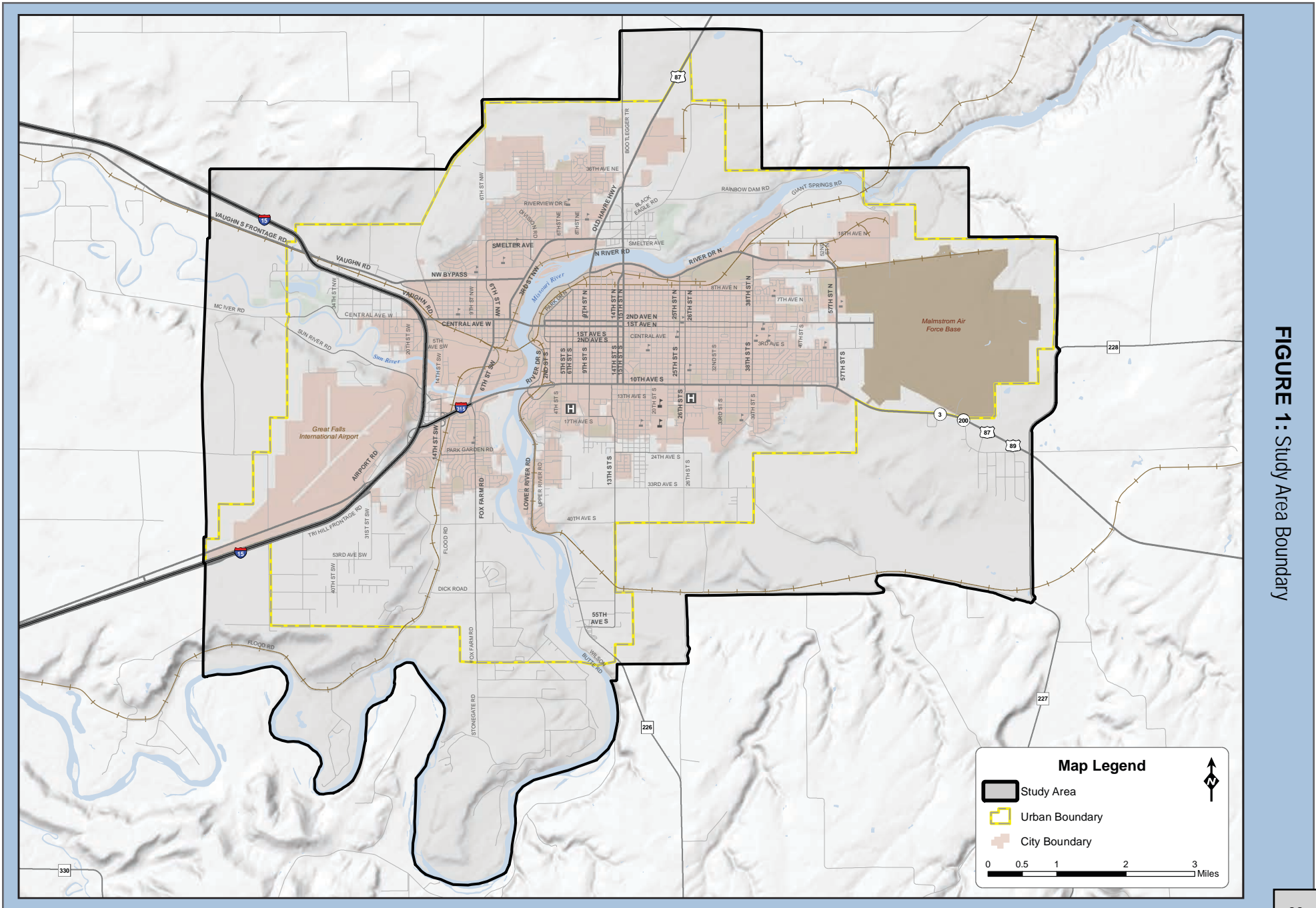


FIGURE 1: Study Area Boundary

PROFESSIONAL ENGINEERING SERVICES FOR FOR STORMWATER MASTER PLAN O.F. 1361.6

Proposal Evaluation Score Summary

	Great West Engineering FCS Group		AE2S		Thomas Dean and Hoskins Raftelis	WET
	Interview	RFP/RFQ	Interview	RFP/RFQ		
Jesse Patton	85	93	87	92	81	88
Jake McKenna	90	85	85	92	93	86
Nathan Besich	92	88	90	89	92	91
Melissa Kinzler	95	92	93	90	86	79
Russell Brewer	91	88	90	89	84	79
Average RFP Score	X	89.2	X	90.4	87.2	84.6
Average Interview Score	X	90.6	X	89.0	N/A	N/A
Total Points		179.8		179.4	#VALUE!	#VALUE!

Date: May 3, 2023

Notes, Comments:



Commission Meeting Date: June 6, 2023
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Set Public Hearing for Tourism Business Improvement District (TBID) FY2023 Budget Amendment

From: Rebecca Engum, Great Falls Tourism Director

Initiated By: Tourism Business Improvement District Board of Directors

Presented By: Rebecca Engum, Great Falls Tourism Director

Action Requested: City Commission set public hearing date of June 20, 2023 for the Tourism Business Improvement District (TBID) FY2023 Budget Amendment

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) the public hearing for the FY2023 Tourism Business Improvement District Budget Amendment for June 20, 2023.”

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

Staff Recommendation: The TBID recommends that the City Commission set the public hearing for the FY2023 TBID Budget Amendment for June 20, 2023.

Background: The Commission approved the 2022/2023 TBID Budget and Work Plan on July 19, 2022. The actual amount of assessments levied was lower than the approved budget.

Two major efforts the TBID had planned would happen did not materialize this fiscal year so funds were reallocated. Funds have been allocated for the recruitment of a low-cost air initiative. The funds were not needed this fiscal year so were removed from the budget. The funds are still available for this effort and are reflected in the upcoming FY24 budget. Great Falls Montana Tourism had also hoped to recruit a signature event to Great Falls, however, all the leads for this would not have been possible in FY23.

Great Falls Montana Tourism was presented a unique marketing partnership opportunity with Montana’s Newest Concert Venue, The Newberry, which provided Great Falls Montana Tourism with tickets to The Newberry events to use with our owned and paid media. The Board of Directors approved the partnership.

In a previous audit of the Great Falls Tourism Business Improvement District, the auditor delivered one finding related to increased expenses over the approved budget. This finding noted that an amendment to the budget was not submitted to the City of Great Falls, even though presented, and approved by the TBID Board.

To prevent any future findings, the TBID Board approved budget amendment is presented to the City of Great Falls for approval.

Fiscal Impact: There is no fiscal impact to the City of Great Falls. The budget amendment reflects a 11% decrease, decreasing the total budget from \$1,133,693 to \$1,003,344.

Alternatives: The City Commission could not approve and TBID would receive an audit.

Concurrences: Finance staff is responsible for assessing and collecting the revenues for the TBID. TBID maintains a staff to fulfil the strategic plan as set by the Board of Directors.

Attachments/Exhibits:

Approved 2022/2023 Budget

Amended Budget

3/16/2023 Board of Directors Meeting Minutes

Legal Notice

Great Falls Montana Tourism Budget
 July 1, 2022 - June 30, 2023
 Adopted 4-21-2022

	CVB	General	TBID	Total	Nat Avg
Income					
1 Bed Tax	\$176,000	\$0	\$0	\$176,000	
2 TBID Assessment	\$0	\$0	\$772,693	\$772,693	
3 Reserves			\$170,000	\$170,000	
4 Membership	\$0	\$15,000	\$0	\$15,000	
5 Grant	\$0	\$0	\$0	\$0	
6 Advertising	\$0	\$0	\$0	\$0	
Total Income	<u>\$176,000</u>	<u>\$15,000</u>	<u>\$942,693</u>	<u>\$1,133,693</u>	
Expenses					
7 Personnel	\$30,391	\$0	\$239,443	\$269,834	24% 42%
Administration					
8 Rent	\$0	\$0	\$4,500	\$4,500	
9 Utilities	\$0	\$0	\$9,200	\$9,200	
10 Memberships	\$0	\$0	\$13,000	\$13,000	
11 Subscriptions	\$0	\$0	\$16,000	\$16,000	
12 Maintenance	\$0	\$0	\$6,000	\$6,000	
13 Supplies	\$0	\$0	\$12,000	\$12,000	
14 Postage	\$0	\$0	\$1,000	\$1,000	
15 Insurance	\$1,459	\$0	\$3,200	\$4,659	
16 Professional Fees	\$1,850	\$0	\$18,200	\$20,050	
17 TAC	\$1,500	\$0	\$0	\$1,500	
18 Professional Development	\$0	\$0	\$5,000	\$5,000	
Total Admin	<u>\$4,809</u>	<u>\$0</u>	<u>\$88,100</u>	<u>\$92,909</u>	8% 11%
19 Leisure Traveler Marketing					
19a Media Placement	\$87,000	\$0	\$140,000	\$227,000	
19b Management & Production	\$27,800	\$0	\$45,150	\$72,950	
20 Conventions Meetings & Groups	\$0	\$0	\$40,000	\$40,000	
21 Destination Development	\$0	\$0	\$185,000	\$185,000	
22 Opportunity	\$1,000	\$0	\$25,000	\$26,000	
23 Photo & Video Library	\$0	\$0	\$10,000	\$10,000	
24 Visitor Guide	\$20,000	\$6,500	\$0	\$26,500	
25 Joint Venture	\$5,000	\$0	\$0	\$5,000	
26 Trade Shows	\$0	\$0	\$5,000	\$5,000	
27 Website	\$0	\$0	\$20,000	\$20,000	
28 Events	\$0	\$3,500	\$145,000	\$148,500	
29 Reserves	\$0	\$5,000	\$0	\$5,000	
Total Program	<u>\$140,800</u>	<u>\$15,000</u>	<u>\$615,150</u>	<u>\$770,950</u>	68% 47%
Total Expenses	<u>\$176,000</u>	<u>\$15,000</u>	<u>\$942,693</u>	<u>\$1,133,693</u>	
Net Profit	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	

Great Falls Montana Tourism Budget
 July 1, 2022 - June 30, 2023
 Adopted 3-16-2023

	CVB	General	TBID	Total	CHANGE
Income					
1 Bed Tax	\$221,508	\$0	\$0	\$221,508	26%
1a Previously Undistributed Bed Tax	\$19,448		\$0	\$19,448	100%
2 TBID Assessment	\$0	\$0	\$757,388	\$757,388	-2%
3 Reserves		\$0	\$0	\$0	-100%
4 Membership	\$0	\$5,000	\$0	\$5,000	-67%
5 Grant	\$0	\$0	\$0	\$0	
6 Advertising	\$0	\$0	\$0	\$0	
Total Income	\$240,956	\$5,000	\$757,388	\$1,003,344	
Expenses					
7 Personnel	\$39,493	\$0	\$227,978	\$267,470	-1%
Administration					
8 Rent	\$0	\$0	\$4,500	\$4,500	
9 Utilities	\$0	\$0	\$9,200	\$9,200	
10 Memberships	\$0	\$0	\$13,000	\$13,000	
11 Subscriptions	\$0	\$0	\$16,000	\$16,000	
12 Maintenance	\$0	\$0	\$6,000	\$6,000	
13 Supplies	\$0	\$0	\$12,000	\$12,000	
14 Postage	\$0	\$0	\$1,000	\$1,000	
15 Insurance	\$1,459	\$0	\$3,200	\$4,659	
16 Professional Fees	\$1,850	\$0	\$18,200	\$20,050	
17 TAC	\$1,500	\$0	\$0	\$1,500	
18 Professional Development	\$0	\$0	\$5,000	\$5,000	
Total Admin	\$4,809	\$0	\$88,100	\$92,909	0%
19 Leisure Traveler Marketing					
19a Media Placement	\$121,855	\$0	\$128,000	\$249,855	10%
19b Management & Production	\$27,800	\$0	\$41,310	\$69,110	-5%
20 Conventions Meetings & Groups	\$0	\$0	\$25,000	\$25,000	-38%
21 Destination Development	\$0	\$0	\$22,500	\$22,500	-88%
22 Opportunity	\$22,000	\$0	\$87,500	\$109,500	321%
23 Photo & Video Library	\$0	\$0	\$10,000	\$10,000	
24 Visitor Guide	\$20,000	\$0	\$0	\$20,000	-25%
25 Joint Venture	\$5,000	\$0	\$0	\$5,000	
26 Trade Shows	\$0	\$0	\$5,000	\$5,000	
27 Website	\$0	\$0	\$20,000	\$20,000	
28 Events	\$0	\$3,500	\$0	\$3,500	-98%
29 Reserves	\$0	\$1,500	\$102,000	\$103,500	1970%
Total Program	\$196,655	\$5,000	\$441,310	\$642,965	-17%
Total Expenses	\$240,957	\$5,000	\$757,388	\$1,003,344	-11%
Net Profit	\$0	\$0	\$0	\$0	



Thursday, March 16, 2023 | 9:00 AM – 9:30 AM | 100 1st Ave N, Lower Level Conference Room and ZOOM

CVB DIRECTORS: Ron Korb, Beth Leatham, Wayne Thares, Steve Herrig, John Faulkner, Brian Thompson, Susan Shannon, Wendy Lee, Lexi Jones, Jay Russell, Kellie Pierce

TBID DIRECTORS: Becky Amaral-Miller, David Buckingham, Peter Jennings, Jeff Shull, Jeff Page

STAFF: Kali Jean Tuckerman, Rebecca Engum, Shannon Newth

GUESTS: Jane Weber

9:01 | 1. Welcome, Introductions, Call to Order – Ron Korb, Becky Amaral-Miller

9:03 | 2. Public Comment – Ron Korb, Becky Amaral-Miller

Opportunity for public comment related to items on the agenda and related to Tourism in Great Falls, Montana.

No Public Comment.

9:03 | 3. Consent Agenda – Ron Korb, Becky Amaral-Miller

Convention and Visitors Bureau Board of Directors

a) approve 2-16-2022 Minutes

b) accept February Financials

CVB ACTION TAKEN

Motion made to approve consent agenda. Seconded. No discussion. All in favor. None opposed. Motion passed.

Tourism Business Improvement District Board of Directors

a) approve 2-16-2022 Minutes

b) accept February Financials

TBID ACTION TAKEN

Motion made to approve consent agenda. Seconded. No discussion. All in favor. None opposed. Motion passed.

9:04 | 4. National Heritage Area Update – Jane Weber

Weber presented about Big Sky Country National Heritage Area.

9:30 | 5. FY23 Budget Amendment – Rebecca Engum

Tourism Business Improvement District Board of Directors approve/deny FY23 Budget Amendment.

TBID ACTION TAKEN

Motion made to approve FY23 Budget Amendment. Seconded. No discussion. All in favor. None opposed. Motion passed.

9:45 | 6. 4th of July Hootenanny \$2,500 Sponsorship – Rebecca Engum
Tourism Business Improvement District Board of Directors approve/deny \$2,500 to sponsor the 4th of July Hootenanny.

TBID ACTION TAKEN

Motion made to approve \$2,500 to sponsor the 4th of July Hootenanny. Seconded. Discussion regarding the value of sponsorship, would the event occur if not for tourism support, additional efforts tourism does to promote the event, room demand due to the event. All in favor. None opposed. Motion passed.

9:55 | 7. Main Street Program Grant Match of \$2,500 for Wayfinding Kiosks – Rebecca Engum
Tourism Business Improvement District Board of Directors approve/deny \$2,500 for match of the awarded Main Street Program Grant for wayfinding kiosks as part of Great Falls' Wayfinding Plan.

TBID ACTION TAKEN

Motion made to approve \$2,500 for match of the awarded Main Street Program Grant for wayfinding kiosks as part of Great Falls' Wayfinding Plan. Seconded. Discussion about type of kiosks, other locations, total cost, items on kiosks. All in favor. None opposed. Motion passed.

10:00 | 8. Reports

a. Marketing – Shannon Newth & Rebecca Engum

Newth and Engum provided reports.

b. Business Development – Kali Jean Tuckerman

Tuckerman provided report.

c. Executive Director – Rebecca Engum

Engum provided report.

10:15 | 9. Open Discussion – Ron Korb, Becky Amaral-Miller

Directors share items impacting Great Falls, Montana and Tourism, such as:

- changes in services
- updates on key initiatives
- exciting developments
- noticeable trends
- potential issues
- announced/unannounced events
- new ideas
- important efforts

Scheels after hours shopping event. Upcoming events at Montana ExpoPark. Great Falls will host the Montana Downtown conference this October.

10:25 | 10. Public Comment – Ron Korb, Becky Amaral-Miller

Opportunity for public comment related to Tourism in Great Falls, Montana.

No public comment.

10:30 | 11. Adjourn – Ron Korb, Becky Amaral-Miller

Attention Legal Ads

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Tourism Business Improvement District (TBID) Fiscal Year 2022/2023 Budget Amendment 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, June 20, 2023, at 7:00 o'clock p.m. Any interested person may appear and speak for or against said TBID Budget Amendment or submit in writing any comments to the City Clerk prior to or during the Commission Meeting.

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 204, Great Falls, MT, or contact us at (406) 455-8451.

/s/ Lisa Kunz
City Clerk

DO NOT PUBLISH BELOW THIS LINE:

Publication dates: June 11 and June 18, 2023



Commission Meeting Date: June 6, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Ordinance 3259: Amendment to OCCGF Title 17, Chapter 20 Allowable Uses - Allowing Residence, Multi-family in the General Commercial Zoning District

From: Planning and Community Development Department

Initiated By: Planning and Community Development Department

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

Action Requested: City Commission adopt Ordinance 3259

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) Ordinance 3259.”
 2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
-

Staff Recommendation: At the conclusion of a Planning Advisory Board meeting held on April 25th, 2023, the Planning Advisory Board recommended that the City Commission adopt Ordinance 3259. Additionally, staff supports this code amendment and recommends that the City Commission adopt Ordinance 3259.

Background: Adopted in 2005 as the City’s first comprehensive, inclusive compilation of code provisions relating to development, Title 17 of the Official Code of the City of Great Falls (OCCGF) has been modified a number of times to keep the Title relevant and to correct errors or omissions.

In the last few years, the Planning and Community Development Department for the City of Great Falls has fielded numerous inquiries from developers concerning multi-family dwellings within the General Commercial (C-2) Zoning District. Current code within Title 17, Chapter 20, Article 3 - Allowable Uses, prohibits all residential uses within the C-2 District.

Based upon Staff's comprehensive review of the City code, staff is recommending revisions to Chapter 20, Article 3, permitting "Residence, multi-family" within the C-2 district. This proposed code revision would diversify residential development opportunities, further encourage infill, and provide additional financial sources for commercial development projects.

Summary of Amendment Request: Exhibit "A" shows the amended allowable uses chart classifying Residence, multi-family as a permitted use.

1. Change to Exhibit 20-1. Principal Uses by District: Currently the chart illustrates "Residence, multi-family" within the C-2 district as not permitted with a dash (-). Staff proposes permitting this use within the C-2 district and therefore changing the visual representation from a dash (-) to a P for permitted.

Fiscal Impact: The proposed amendment to Title 17, Chapter 20 is not expected to have any negative fiscal impact to the City of Great Falls. Instead, staff believes that the proposed revisions to the Land Use Chapter of the Code will have a positive impact on private sector development in the community.

Alternatives: Alternatively, the City Commission could deny Ordinance 3259. Staff believes this would be a mistake because there is only so much commercial development that can be supported with the amount of C-2 zoned property in the community.

Concurrences: This minor code amendment does not require any concurrences from City departments. Given the City's interest in incentivizing more housing development in the community, staff believes the amendment will have broad community support from property owners and the development community.

Attachments/Exhibits:

Ordinance 3259

Exhibit A: Title 17 – Land Development Code – Chapter 20 Land Use – Article 3 Allowable Uses Exhibit 20-1. Principal Uses by District amendment

ORDINANCE 3259

AN ORDINANCE AMENDING TITLE 17, CHAPTER 20, ARTICLE 3, EXHIBIT 20-1 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO PRINCIPLE USES BY DISTRICT – ALLOWING RESIDENCE, MULTI-FAMILY IN THE GENERAL COMMERCIAL (C-2) ZONING DISTRICT.

* * * * *

WHEREAS, in 2005, the City Commission adopted the City’s first comprehensive, inclusive compilation of code provisions relating to development, Title 17 of the Official Code of the City of Great Falls (OCCGF); and

WHEREAS, Title 17 of the OCCGF has been modified a number of times to keep the Title relevant and to correct errors or omissions; and

WHEREAS, in the last few years, the Planning and Community Development Department for the City of Great Falls has fielded numerous inquiries from developers concerning multi-family dwellings within the General Commercial(C-2) Zoning District. The current code within Title 17, Chapter 20, Article 3 - Allowable Uses, prohibits all residential uses within the C-2 District; and

WHEREAS, based upon Staff’s comprehensive review of the OCCGF, staff is recommending revisions to Title 17, Chapter 20, Article 3, Exhibit 20-1 permitting “Residence, multi-family” within the C-2 district. This proposed code revision would diversify residential development opportunities, further encourage infill, and provide additional financial sources for commercial development projects; and

WHEREAS, at its regularly scheduled April 25, 2023 meeting, the Great Falls Planning Advisory Board recommended that the City Commission adopt Ordinance 3259.

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

Section 1. OCCGF Title 17, Chapter 20, Article 3, Exhibit 20-1 is hereby amended as depicted in Exhibit “A” attached hereto and by reference incorporated herein, with inserted language **bolded**; and

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

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading May 16, 2023.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading and public hearing June 6, 2023.

Bob Kelly, Mayor

ATTEST:

(CITY SEAL)

Lisa Kunz, City Clerk

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 3259 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

EXHIBIT "A"

Exhibit 20-1. Principal Uses by District

Use	R-1	R-2	R-3	R-5	R-6	R-9	R-10	C-1	C-2	C-3	C-4	C-5	M-1	M-2	PLI	POS	GFIA	I-1	I-2	Special Standards
Agricultural Uses																				
Agriculture, horticulture, nursery	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	17.20.6.005
Marijuana cultivation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	P	
Residential Uses																				
Mobile home/park	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-	-	17.20.6.010
Residence, single-family detached	P	P	P	P	P	P	-	P	-	-	-	P	P	P	-	-	-	-	-	
Residence, zero lot line	-	-	P	P	P	P	-	-	-	-	-	P	P	P	-	-	-	-	-	17.20.6.020
Residence, two-family	-	C	C	P	P	C	-	P	-	-	-	P	P	P	-	-	-	-	-	
Residence, multi-family	-	-	-	P	P	C	-	P	P	-	P	P	P	P	-	-	-	-	-	17.20.6.040
Residence, townhouse	-	C	C	P	P	C	-	-	-	-	-	P	P	P	-	-	-	-	-	17.20.6.050
Residence, manufactured/factory-built	P	P	P	P	P	P	-	P	-	-	-	P	P	P	-	-	-	-	-	17.20.6.060
Retirement home	-	C	C	P	P	C	-	P	-	-	P	P	P	P	-	-	-	-	-	
Special Care Facilities																				
Community residential facility, type I	P	P	P	P	P	P	-	-	-	-	-	P	P	P	-	-	-	-	-	
Community residential facility, type II	C	C	C	P	P	P	-	-	-	-	-	-	C	C	-	-	-	-	-	
Day care center	C	C	C	C	C	C	-	P	P	-	P	P	P	P	P	-	-	-	-	
Emergency shelter	-	-	-	-	-	-	-	C	C	C	C	C	C	C	C	-	-	-	-	
Family day care home	P	P	P	P	P	P	-	P	-	-	C	P	P	P	-	-	-	-	-	
Group day care home	P	P	P	P	P	P	-	P	-	-	C	P	P	P	-	-	-	-	-	

Created: 2023-03-01 12:40:43 [EST]

(Supp. No. 17)

EXHIBIT "A"

Nursing home	-	-	C	C	C	C	-	P	C	-	P	P	P	P	P	-	-	-	-	
Overnight Accommodations																				
Campground	-	-	-	-	-	-	-	-	C	P	-	-	-	-	-	-	P	-	-	17.20.6.070
Hotel/motel	-	-	-	-	-	-	-	P	P	P	P	C	P	P	-	-	P	-	-	
Food and Beverage Sales																				
Micro-brewery	-	-	-	-	-	-	-	-	P	-	P	C	C	C	-	-	P	P	-	17.20.6.080
Restaurant	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	-	P	P	P	17.20.6.080
Tavern	-	-	-	-	-	-	-	P	P	P	P	C	C	C	-	-	P	P	P	17.20.6.080
General Sales																				
Agriculture sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	
Auction sales	-	-	-	-	-	-	-	-	C	-	-	-	-	-	-	-	P	P	P	
Construction materials sales	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	P	P	P	
Convenience sales	C	-	-	-	-	-	-	P	P	P	P	C	-	-	-	-	P	P	P	
General sales	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	-	P	P	P	
Manufactured housing sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	
Marijuana dispensary	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	
Off-site liquor sales	-	-	-	-	-	-	-	P	P	P	P	C	C	C	-	-	P	P	P	
Secondhand sales	-	-	-	-	-	-	-	P	P	-	P	P	-	-	-	-	P	P	P	
Shopping center	-	-	-	-	-	-	-	C	P	-	-	-	-	-	-	-	P	P	P	
General Services																				
Administrative services	-	-	-	-	-	-	-	P	P	P	P	P	P	P	C	-	P	-	-	
Commercial kennel	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	P	P	-	17.20.6.090
Financial services	-	-	-	-	-	-	-	P	P	-	P	P	P	P	-	-	P	-	-	
Funeral home	-	-	-	-	-	-	-	P	P	-	P	C	P	P	-	-	-	-	-	
General services	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	-	P	P	P	
Professional services	-	-	-	-	C	C	-	P	P	-	P	P	P	P	-	-	P	-	-	

EXHIBIT "A"

Sexually-oriented business	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	17.20.6.100
Veterinary clinic, large animal	-	-	-	-	-	-	-	-	C	-	-	-	-	-	-	-	P	P	
Veterinary clinic, small animal	-	-	-	-	-	-	-	C	P	-	-	-	P	P	-	-	P	P	17.20.6.110
Rental and General Repair																			
Large equipment rental	-	-	-	-	-	-	-	-	C	C	-	-	-	-	-	-	P	P	
Small equipment rental	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-	-	P	P	
General repair	-	-	-	-	-	-	-	P	P	-	P	P	-	-	-	-	P	P	
Vehicle Trade and Service																			
Vehicle fuel sales	-	-	-	-	-	-	-	C	P	P	P	P	-	-	-	-	P	P	-
Vehicle repair	-	-	-	-	-	-	-	-	P	P	C	P	-	-	-	-	P	P	17.20.6.120
Vehicle sales and rental	-	-	-	-	-	-	-	-	P	P	P	P	-	-	-	-	P	P	-
Vehicle services	-	-	-	-	-	-	-	C	P	P	P	P	C	P	-	-	P	P	-
General Storage																			
Agricultural commodity storage facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	
Climate controlled indoor storage	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	
Fuel tank farm	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	P
Marijuana transporter	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Mini-storage facility	-	-	-	-	-	-	-	-	-	C	-	-	-	C	-	-	P	P	17.20.6.130
Freight terminal	-	-	-	-	-	-	-	-	-	C	-	-	-	-	-	-	P	P	
Warehouse	-	-	-	-	-	-	-	-	-	C	-	-	-	C	-	-	P	P	
Indoor Recreation/Sports/Entertainment																			
Casino	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-	-	P	P	

Created: 2023-03-01 12:40:43 [EST]

(Supp. No. 17)

EXHIBIT "A"

Indoor entertainment	-	-	-	-	-	-	-	-	P	-	P	C	C	C	C	-	P	-	-	
Indoor sports and recreation	-	-	-	-	-	-	-	-	P	-	P	C	C	C	C	C	P	P	-	
Outdoor Recreation/Sports/Entertainment																				
Golf course/driving range	C	C	C	C	C	-	-	-	-	-	-	-	-	-	P	P	-	-		
Miniature golf	-	-	-	-	-	-	-	-	P	C	-	-	-	C	-	-	P	C	-	
Outdoor entertainment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	P	C	-	
Park	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Recreational trail	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Community Services/Uses																				
Administrative governmental center	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	C	P	-	-	
Animal shelter	-	-	-	-	-	-	-	-	C	C	-	-	C	C	C	-	P	P	-	17.20.6.160
Cemetery	C	C	C	C	C	C	C	-	-	-	-	-	-	-	P	P	P	-	17.20.6.170	
Civic use facility	C	C	C	C	C	C	C	-	P	-	P	P	P	P	P	C	-	-	-	
Community center	C	C	C	C	C	C	C	C	P	-	P	P	P	P	P	C	-	-	-	
Community cultural facility	C	C	C	C	C	C	C	P	P	-	P	P	P	P	P	C	-	-	-	
Community garden	P	P	P	P	P	P	P	C	C	C	C	P	P	P	P	P	P	C	C	17.20.6.175
Public safety facility	C	C	C	C	C	C	C	C	P	C	P	P	P	P	P	-	P	P	-	
Worship facility	C	C	C	C	C	C	C	P	P	-	C	P	P	P	-	-	P	-	-	17.20.6.180
Health Care																				
Health care clinic	-	-	-	-	-	-	-	P	P	-	P	P	P	P	P	-	-	-	-	
Health care facility	-	-	-	-	-	-	-	-	P	-	P	P	C	C	P	-	-	-	-	
Health care sales and services	-	-	-	-	-	-	-	P	P	-	P	P	P	P	P	-	-	-	-	
Education																				
Commercial education facility	-	-	-	-	-	-	-	P	P	-	P	P	P	P	-	-	P	P	-	

Created: 2023-03-01 12:40:43 [EST]

(Supp. No. 17)

EXHIBIT "A"

Educational facility (K-12)	C	C	C	C	C	C	C	C	-	-	-	C	C	C	P	-	-	-	-	17.20.6.200
Educational facility (higher education)	-	-	-	-	-	-	-	C	C	-	-	C	C	C	P	-	P	-	-	
Instructional facility	-	-	-	-	-	-	-	P	P	-	P	P	P	P	-	-	P	P	-	
Solid Waste, Recycling and Composting																				
Composting facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	C	P	17.20.6.210
Recycling center	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	C	P	17.20.6.220
Solid waste transfer station	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	C	P	17.20.6.230
Telecommunications																				
Amateur radio station	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	17.20.6.240
Telecommunication facility																				17.20.6.250
Concealed facility	C	C	C	C	C	C	C	P	P	P	P	C	P	P	P	C	P	P	P	
Unconcealed facility	-	-	-	-	-	-	-	C	C	C	C	C	C	C	C	C	P	P	P	
Co-located facility	-	-	-	-	-	-	-	P	P	P	P	C	C	C	C	C	P	P	P	
Utilities																				
Utility installation	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	P	
Transportation																				
Airport	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	
Bus transit terminal	-	-	-	-	-	-	-	-	P	P	P	-	C	C	C	-	P	P	-	
Heli-pad	-	-	-	-	-	-	-	-	C	C	C	C	C	C	C	C	P	P	P	17.20.6.260
Parking lot, principal use	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	P	P	P	P	
Parking structure	-	-	-	-	-	-	-	-	P	-	P	P	P	P	P	-	P	P	P	
Railroad yard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	
Taxi cab dispatch terminal	-	-	-	-	-	-	-	-	P	P	P	-	P	P	-	-	P	P	-	
Contractor Yards																				
Contractor yard, type I	C	-	-	-	-	-	-	-	C	-	-	-	P	P	-	-	P	P	-	17.20.6.270

Created: 2023-03-01 12:40:43 [EST]

(Supp. No. 17)

EXHIBIT "A"

Contractor yard, type II	-	-	-	-	-	-	-	-	-	-	-	-	C	C	-	-	P	P	P	17.20.6.280
Industrial/Manufacturing																				
Artisan shop	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	-	P	P	-	
Industrial, heavy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	P	
Industrial, light	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	
Industrial park	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	
Junkyard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	C	P	17.20.6.290
Light manufacturing and assembly	-	-	-	-	-	-	-	-	P	P	P	P	P	P	-	-	P	P	P	17.20.6.300
Marijuana manufacturing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	
Marijuana testing laboratory	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	
Motor vehicle graveyard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	17.20.6.310
Motor vehicle wrecking facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	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)



Commission Meeting Date: June 6, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Indoor Aquatics and Recreation Center, O.F. 1770.0

From: Park and Recreation

Initiated By: Park and Recreation

Presented By: Steve Herrig, Park and Recreation Director

Action Requested: Consider and approve Change Order No.3

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) Change Order No. 3 to Swank Enterprises in the amount of \$116,680.25 for the Indoor Aquatics and Recreation Center, and authorize the City Manager to execute the change order documents.”

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

Staff Recommendation:

Staff recommends the City Commission approve Change Order No. 3 in the amount of \$116,680.25 for the Indoor Aquatics and Recreation Center, and authorize the City Manager to execute the change order documents.

Summary:

Change Order No. 3 includes the following:

1. Add 2 each volleyball inserts	\$ 1,329.57
2. Interior partition framing size changes	\$ 1,423.03
3. 4” to 6” backflow and riser for fire sprinkler system	\$ 8,469.27
4. Gym finish revisions	\$ 2,119.79
5. Corner guard change	\$ 2,404.78
6. Alternate #12 – operable partition	\$19,632.07
7. Tile changes in locker room area	\$12,299.47
8. RCP storm water connection in 29 th street	\$ 2,944.15
9. Alternate #5 – section 11 66 53 gymnasium divider	\$17,282.17
10. Alternate #6 – sauna 125	<u>\$48,775.95</u>
Total	\$116,680.25

Background:

On November 2, 2021, the City Commission awarded a contract to Swank Construction in the amount of \$18,349,000 which included the Base Bid of \$17,995,000 and Alternate #19 in the amount of \$354,000 for the construction of the Indoor Aquatics and Recreation Center.

On March 1, 2022, the City Commission approved deductive Change Order No. 1 for Swank Construction for a savings of \$244,655 from the original awarded contract price. The change order did not affect any of the amenities of the facility; changes affected materials used to accomplish a cost savings without jeopardizing the quality of amenities or facility. On July 5, 2022, the City Commission approved Change Order No. 2 for Swank Construction for \$91,029.98 which addressed plan review and permit fees as well as structural enhancements.

Bids for the Indoor Aquatics and Recreation Center consisted of approximately 45,000 square feet of new construction, site work such as excavation, new utility extensions, new parking lots, playgrounds, and landscaping. The building will be multi-functional and will include a recreation pool, lap pool, gym, fitness center, walking track, multipurpose room, party room, locker rooms, restrooms, child watch area, attractive lobby with seating and fireplace, reception area, offices, storage and mechanical rooms, and an elevator. The is located at 900 29th St. South.

Significant Impact

The facility will meet the community's recreational and aquatics needs that were identified in the Park and Recreation Master Plan adopted by the City Commission in November 2016. The facility will also assist the military with water training needs for the military missions at both Malmstrom AFB and the Montana Air National Guard. The facility will contribute to the quality of life of service members and their families and the surrounding communities.

Workload Impacts

Design services were completed by LPW Architecture in cooperation with TD&H Engineering (the design team). The design team will continue to provide project management services. City staff is providing general contract management with the design team and the Contractor. City staff is providing grant management for the \$10 million in U.S. Department of Defense grant funds that have been awarded for the project.

Conclusion

City staff recommends awarding Change Order No. 3 to Swank Enterprises in the amount of \$116,680.25.

Fiscal Impact

The total project budget for the Indoor Aquatics and Recreation Center project was projected to be \$20 million. Funding includes 50% by a U.S. Department of Defense Office of Local Defense Community Cooperation (OLDCC) Grant, and 50% by funding generated through the sale of bonds by the Great Falls Park District No. 1.

Change Order No. 3 is not included in the original \$20 million. Changes will be paid for with money raised through the formal fundraising campaign with the possibility of supplemental funds from the Park District or other Park and Recreation Funds.

Alternatives:

The City Commission could vote to not approve Change Order No. 3 which will jeopardize the project.

Concurrences:

LPW Architecture and TD&H Engineering (the design team), and City staff agree that the changes are needed and essential to the quality and completion of the project.

Attachments/Exhibits:

1. Change Order No. 3
2. Alternates List

AIA® Document G701® – 2017

Change Order

PROJECT: (Name and address)
Great Falls Indoor Aquatics and Recreation Center
LPW Project No. 20-019

CONTRACT INFORMATION:
Contract For: General Construction
Date: November 2, 2021

CHANGE ORDER INFORMATION:
Change Order Number: 003
Date: May 23, 2023

OWNER: (Name and address)
City of Great Falls
P.O. Box 5021
Great Falls, Montana 59403

ARCHITECT: (Name and address)
L'Heureux Page Werner, PC
15 Fifth Street South
Great Falls, Montana 59401

CONTRACTOR: (Name and address)
Swank Enterprises Inc.
P.O. Box 568
Valier, Montana 59486

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.)

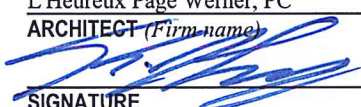
Please see attached PCO #009, #010, #011, #012, #013, #014, #015, #016, #017 and #18.

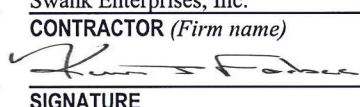
The original Contract Sum was	\$ 18,349,000.00
The net change by previously authorized Change Orders	\$ -153,625.42
The Contract Sum prior to this Change Order was	\$ 18,195,374.58
The Contract Sum will be increased by this Change Order in the amount of	\$ 116,680.25
The new Contract Sum including this Change Order will be	\$ 18,312,054.83

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

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.

L'Heureux Page Werner, PC
ARCHITECT (Firm name)

SIGNATURE
 Kevin J Lacey Construction
 Administrator
PRINTED NAME AND TITLE
 5-24-23
DATE

Swank Enterprises, Inc.
CONTRACTOR (Firm name)

SIGNATURE
 Kevin J. Forbes - Vice President/ Project
 Manager
PRINTED NAME AND TITLE
 5/24/23
DATE

City of Great Falls
OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE



PCO #009

Swank Enterprises
 615 Pondera Ave [PO Box 568]
 Valier, Montana 59486
 Phone: (406) 279-3241
 Fax: (406) 279-3321

Project: 1-584 - INDOOR AQUATIC & REC CTR - GF
 900 29th St. South
 GREAT FALLS, Montana

**Prime Contract Potential Change Order #009:
 CE #010 - Add 2 each Volleyball Inserts**

TO:	CITY OF GREAT FALLS PO BOX 5021 GREAT FALLS Montana, 59403	FROM:	Swank Enterprises Valier 615 Pondera [PO Box 568] Valier Montana, 59486
PCO NUMBER/REVISION:	009 / 0	CONTRACT:	1 - INDOOR AQUATIC AND REC CENTER - GF Prime Contract
CREATED BY:	Kevin Forbes (Swank Enterprises Valier)	STATUS:	Pending - In Review
LOCATION:		CREATED DATE:	7/18/2022
		TOTAL AMOUNT:	\$1,329.57

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #010 - Add 2 each Volleyball Inserts

City of Great Falls wants to add a "main" volleyball court in the Gymnasium. Adding two additional volleyball inserts accomplishes this. The striping plan already accounts for the main court.

ATTACHMENTS:

#	Cost Code	Description	Type	Amount	Bonds & Insurance (1.00% Applies to all line item types.)	Subtotal
1	11-480 - Athletic/Therapeutic Eq	Additional Volleyball Inserts w/ Locking Brass Covers	Subcontractor	\$450.00	\$4.50	\$454.50
2	3-250 - Concrete Accessories	Non-Shrink Grout	Materials	\$90.00	\$0.90	\$90.90
3	3-250 - Concrete Accessories	Core Holes in Building Slab	Materials	\$204.00	\$2.04	\$206.04
4	10-001 - Specialties Finish Labor	Labor to Core Holes, Hand Excavate, Set Sleeve, Set Cover	Labor	\$385.00	\$3.85	\$388.85
Subtotal:				\$1,129.00	\$11.29	\$1,140.29
MT Gross Receipts Tax (1.00% Applies to all line item types.):						\$11.40
Overhead (5.00% Applies to all line item types.):						\$57.01
Profit (10.00% Applies to all line item types.):						\$120.87
Grand Total:						\$1,329.57

**KEVIN LACEY (L'HEUREUX PAGE
 WERNER PC)**
 15 5TH ST S
 GREAT FALLS Montana 59401

CITY OF GREAT FALLS
 PO BOX 5021
 GREAT FALLS Montana 59403

Swank Enterprises Valier
 615 Pondera [PO Box 568]
 Valier Montana 59486

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____



PCO #010

Swank Enterprises
 615 Pondera Ave [PO Box 568]
 Valier, Montana 59486
 Phone: (406) 279-3241
 Fax: (406) 279-3321

Project: 1-584 - INDOOR AQUATIC & REC CTR - GF
 900 29th St. South
 GREAT FALLS, Montana

**Prime Contract Potential Change Order #010:
 CE #012 - Interior Partition Framing Size Changes**

TO:	CITY OF GREAT FALLS PO BOX 5021 GREAT FALLS Montana, 59403	FROM:	Swank Enterprises Valier 615 Pondera [PO Box 568] Valier Montana, 59486
PCO NUMBER/REVISION:	010 / 0	CONTRACT:	1 - INDOOR AQUATIC AND REC CENTER - GF Prime Contract
CREATED BY:	Kevin Forbes (Swank Enterprises Valier)	STATUS:	Pending - In Review
LOCATION:		CREATED DATE:	1/18/2023
		TOTAL AMOUNT:	\$1,423.03

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
 CE #012 - Change Interior Partition Framing Sizes for Rain Water Leaders per RFI #28 Response

ATTACHMENTS:
[CWALLA - RFI #28 Framing Material.pdf](#)

#	Cost Code	Description	Type	Amount	Bonds & Insurance (1.00% Applies to all line item types.)	Subtotal
1	5-410 - Cold-Formed Metal Framing	CWALLA - Quote for Framing Material	Materials	\$1,208.36	\$12.08	\$1,220.44
				Subtotal:	\$1,208.36	\$1,220.44
MT Gross Receipts Tax (1.00% Applies to all line item types.):						\$12.20
Overhead (5.00% Applies to all line item types.):						\$61.02
Profit (10.00% Applies to all line item types.):						\$129.37
Grand Total:						\$1,423.03

**KEVIN LACEY (L'HEUREUX PAGE
 WERNER PC)**
 15 5TH ST S
 GREAT FALLS Montana 59401

CITY OF GREAT FALLS
 PO BOX 5021
 GREAT FALLS Montana 59403

Swank Enterprises Valier
 615 Pondera [PO Box 568]
 Valier Montana 59486

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____



Price Estimate: 64665
Valid To: 1/22/23

CWaIIA Missoula Branch - 5450 Momont Rd Missoula, MT 59808
Phone: 406-542-7004 - FAX: 406-542-5451

Customer Name: Swank Enterprises Customer #: 564519 Customer Ref: Change order material Job Reference: Aquatic & Recreation Center Great f Written By: Jeffrey Diettrich Outside Sales: Bret King	Order Contact: Name: Ethan Pletan Phone: 406-279-3241 Shipping Contact: Name: Phone:	Billing Address: Swank Enterprises PO Box 568 Valier, Montana, 59486 Shipping Address: (97132) Swank Enterprises 900 29th Street South Great Falls, Montana, 59405
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PRICE ESTIMATE IS FOR PRODUCT PRICING PURPOSES ONLY - ADDITIONAL TAXES, FEES, AND CHARGES MAY APPLY AT TIME OF ORDER. SEE TERMS AND CONDITIONS OF SALE.

*Std Track lengths are 10', 12' & 20'. Std Slotted track lengths are 10' & 12'.
 All other lengths are Non-Std & subject to \$100 setup charge per profile order under 1000 LF.
 **Orders under 1000 LF of Non-Std parts or lengths are subject to \$100 setup charge per profile - see Terms & Conditions for other applicable charges.

Special Instructions	Notes

#	Order Qty	Item Description	Part Number	Weight	Unit Price	UOM	Extended
1	280 LF 20 @ 14'	8" STUD 162 33MIL G60	800S162-33	373	2,125.87	MLF	595.24
2	20 LF 2 @ 10'	8" TRACK 150 33MIL G60 **Std in 10', 12' & 20' lengths-see setup charge notes above	800T150-33	24	1,964.26	MLF	39.29
3	20 LF 2 @ 10'	8" SLOTTED TRACK 250 33MIL G60 **Std in 10' & 12' lengths-see setup charge notes above	800SLT250-33	29	2,681.54	MLF	53.63
4	182 LF 13 @ 14'	6" SUPREME30EQD STUD G40	600SFS144-30EQD	130	1,152.79	MLF	209.81
5	20 LF 2 @ 10'	6" SUPREME30EQD 125 TRACK G40 **Std in 10', 12' & 20' lengths-see setup charge notes above	600SFT125-30EQD	13	1,061.07	MLF	21.22
6	20 LF 2 @ 10'	6" SUPREME30EQD SLOTTED TRACK G40 **Std in 10' & 12' lengths-see setup charge notes above	600SLT250-30EQD	17	1,682.75	MLF	33.66
7	1 EA	FREIGHT- NOT TAXED	FRT-NT	0	255.51	EA	255.51
Total Weight:				586			

Total Amount	\$1,208.36
Sales Tax	\$0.00
Estimate Total	\$1,208.36

This is not an order - this is a price estimate for product pricing only - additional taxes, fees, and charges may apply at time of order SUBJECT TO PRICES IN EFFECT AT TIME OF DELIVERY, NOT ORDER DATE



PCO #011

Swank Enterprises
 615 Pondera Ave [PO Box 568]
 Valier, Montana 59486
 Phone: (406) 279-3241
 Fax: (406) 279-3321

Project: 1-584 - INDOOR AQUATIC & REC CTR - GF
 900 29th St. South
 GREAT FALLS, Montana

**Prime Contract Potential Change Order #011:
 CE #013 - 4" to 6" Backflow and Riser for Fire Sprinkler System**

TO:	CITY OF GREAT FALLS PO BOX 5021 GREAT FALLS Montana, 59403	FROM:	Swank Enterprises Valier 615 Pondera [PO Box 568] Valier Montana, 59486
PCO NUMBER/REVISION:	011 / 0	CONTRACT:	1 - INDOOR AQUATIC AND REC CENTER - GF Prime Contract
CREATED BY:	Kevin Forbes (Swank Enterprises Valier)	STATUS:	Pending - In Review
LOCATION:		CREATED DATE:	1/30/2023
		TOTAL AMOUNT:	\$8,469.27

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #013 - 4" to 6" Backflow and Riser for Fire Sprinkler System

The bid documents show a 4" fire service to the building. This would indicate a 4" backflow and riser would be required for the fire sprinkler system. Due to a greater area of demand in the building the design had to be upsized to a 6" backflow and riser.

ATTACHMENTS:

[Great Falls Fire - 4 to 6 inch Change.pdf](#)

#	Cost Code	Description	Type	Amount	Bonds & Insurance (1.00% Applies to all line item types.)	Subtotal
1	15-350 - Fire Sprinklers	Increase backflow and fire riser from 4" to 6" line	Subcontractor	\$7,191.60	\$71.92	\$7,263.52
				Subtotal:	\$71.92	\$7,263.52
MT Gross Receipts Tax (1.00% Applies to all line item types.):						\$72.64
Overhead (5.00% Applies to all line item types.):						\$363.18
Profit (10.00% Applies to all line item types.):						\$769.93
Grand Total:						\$8,469.27

KEVIN LACEY (L'HEUREUX PAGE WERNER PC)
 15 5TH ST S
 GREAT FALLS Montana 59401

CITY OF GREAT FALLS
 PO BOX 5021
 GREAT FALLS Montana 59403

Swank Enterprises Valier
 615 Pondera [PO Box 568]
 Valier Montana 59486

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____



Change Order	#1.3
TOTAL	\$7,191.60

CONTACT US

11 5th St N Suite M
Great Falls, MT 59401

(406) 315-7666

karngffs@outlook.com

Services	qty	unit price	amount
labor one additional man to handle 6" pipe	25.0	\$125.00	\$3,125.00
redesign	1.0	\$1,000.00	\$1,000.00

Services subtotal: \$4,125.00

Materials	qty	unit price	amount
difference in 6" riser vs 4" riser	1.0	\$78.68	\$78.68
difference in 6" backflow vs 4"	1.0	\$1,430.00	\$1,430.00
loop hangers	4.0	\$3.39	\$13.56
1/2" all thread rod	4.0	\$13.12	\$52.48
6" pipe stand	1.0	\$674.04	\$674.04
concentric reducer	1.0	\$164.06	\$164.06
10% overhead	1.0	\$653.78	\$653.78

Materials subtotal: \$3,066.60

Total -- \$7,191.60

Kevin Forbes

From: Seth Clayton <seth@claytondesigns.net>
Sent: Friday, January 27, 2023 12:56 PM
To: tonygffs@outlook.com; Karn Vogl; Kevin Forbes
Cc: Erin Clayton
Subject: Great Falls Aquatics center

Hi Kevin, thank you for time the other day. As a recap to the Fire Sprinkler change order: Bid documents show a 4" backflow and underground supply therefore the proposal for the job would include up to a 4" backflow and riser. The first design produced by Clayton Designs found a way to protect the extra hazard areas with the available water supply through the 4" underground and 4" backflow and riser. This design was rejected by the consultant and a greater area of demand was required for hydraulic calculations. This alternate method of hydraulic calculation produced a much greater water demand for both psi and GPM. The backflow and rise up to the roof had to be increased from 4" to 6" due to the increased system demand. This is a red flag in our world. The underground supply should be able to supply should not be the limiting factor for the system in a new installation. We alerted the team for the need for a 6" underground supply and revised our design accordingly to Rev2. We were then informed that the underground was already installed and cost preventative to rip out and replace. It was requested that we find a way to work with the existing 4" underground to save the project time and money so another design was created Rev3. This design upsized the backflow and pipe throughout the system in order to accommodate the restrictive underground size. 4" turned into 6", 2" turned into 3" and 3" turned into 4". Material lists were generated for the initial design and for the increased system demand design so a cost analysis could be conducted.

This does happen on occasion where an underground supply line gets undersized which is why it is important to have a certified person conduct a rough calculation to ensure proper sizing. The Sprinkler Contractor is not liable to oversize system components or add fire pumps and tanks over and above the bid documents to meet system requirements.

Thank you,

Seth Clayton
Fire Sprinkler Design Technician
303-710-2061





PCO #012

Swank Enterprises
 615 Pondera Ave [PO Box 568]
 Valier, Montana 59486
 Phone: (406) 279-3241
 Fax: (406) 279-3321

Project: 1-584 - INDOOR AQUATIC & REC CTR - GF
 900 29th St. South
 GREAT FALLS, Montana

**Prime Contract Potential Change Order #012:
 CE #014 - CCD #2 - Gym Finish Revisions**

TO:	CITY OF GREAT FALLS PO BOX 5021 GREAT FALLS Montana, 59403	FROM:	Swank Enterprises Valier 615 Pondera [PO Box 568] Valier Montana, 59486
PCO NUMBER/REVISION:	012 / 0	CONTRACT:	1 - INDOOR AQUATIC AND REC CENTER - GF Prime Contract
CREATED BY:	Kevin Forbes (Swank Enterprises Valier)	STATUS:	Pending - In Review
LOCATION:		CREATED DATE:	2/24/2023
		TOTAL AMOUNT:	\$2,119.79

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #014 - CCD #2 - Gym Finish Revisions

Revise the interior finishes in Room 136 Gym per CCD #2. Replace the duramine panels (5x12) with laminate panels with a PVC edge (5x8). Install the panels on the west and south walls in their entirety.

ATTACHMENTS:

[Moderne - Gym Panels.pdf](#)

#	Cost Code	Description	Type	Amount	Bonds & Insurance (1.00% Applies to all line item types.)	Subtotal
1	6-410 - Millwork	Add 190' of Fry Reglet J Channel Track	Subcontractor	\$1,300.00	\$13.00	\$1,313.00
2	9-920 - Painting - Interior	Additional Drywall Taping	Subcontractor	\$500.00	\$5.00	\$505.00
				Subtotal:	\$18.00	\$1,818.00
MT Gross Receipts Tax (1.00% Applies to all line item types.):						\$18.18
Overhead (5.00% Applies to all line item types.):						\$90.90
Profit (10.00% Applies to all line item types.):						\$192.71
Grand Total:						\$2,119.79

KEVIN LACEY (L'HEUREUX PAGE WERNER PC)
 15 5TH ST S
 GREAT FALLS Montana 59401

CITY OF GREAT FALLS
 PO BOX 5021
 GREAT FALLS Montana 59403

Swank Enterprises Valier
 615 Pondera [PO Box 568]
 Valier Montana 59486

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____



PCO #013

Swank Enterprises
 615 Pondera Ave [PO Box 568]
 Valier, Montana 59486
 Phone: (406) 279-3241
 Fax: (406) 279-3321

Project: 1-584 - INDOOR AQUATIC & REC CTR - GF
 900 29th St. South
 GREAT FALLS, Montana

**Prime Contract Potential Change Order #013:
 CE #015 - Corner Guard Change**

TO:	CITY OF GREAT FALLS PO BOX 5021 GREAT FALLS Montana, 59403	FROM:	Swank Enterprises Valier 615 Pondera [PO Box 568] Valier Montana, 59486
PCO NUMBER/REVISION:	013 / 0	CONTRACT:	1 - INDOOR AQUATIC AND REC CENTER - GF Prime Contract
CREATED BY:	Kevin Forbes (Swank Enterprises Valier)	STATUS:	Pending - In Review
LOCATION:		CREATED DATE:	3/17/2023
		TOTAL AMOUNT:	\$2,404.78

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #015 - Corner Guard Change

Revision to quantity of corner guards needed for the project. Total 160BN Type Corner Guards has changed to 14 each. Also added 7 each 150D High impact end wall protectors. The 150D end wall protectors have 3" wings on the corner guard pieces. That doesn't work for a 3-5/8" stud wall. We will provide two each 160BN corner guards with a end wall strip.

ATTACHMENTS:

[Sylvan - Indoor Aquatic Wall Protection.pdf](#)

#	Cost Code	Description	Type	Amount	Bonds & Insurance (1.00% Applies to all line item types.)	Subtotal
1	10-300 - Wall Protection	Quantity change to corner guards, add end wall protection	Materials	\$1,097.00	\$10.97	\$1,107.97
2	10-001 - Specialties Finish Labor	8 additional corner guards, 7 end wall protectors	Labor	\$945.00	\$9.45	\$954.45
				Subtotal:	\$20.42	\$2,062.42
MT Gross Receipts Tax (1.00% Applies to all line item types.):						\$20.62
Overhead (5.00% Applies to all line item types.):						\$103.12
Profit (10.00% Applies to all line item types.):						\$218.62
Grand Total:						\$2,404.78

**KEVIN LACEY (L'HEUREUX PAGE
 WERNER PC)**
 15 5TH ST S
 GREAT FALLS Montana 59401

CITY OF GREAT FALLS
 PO BOX 5021
 GREAT FALLS Montana 59403

Swank Enterprises Valier
 615 Pondera [PO Box 568]
 Valier Montana 59486

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____



10 10th St W
Billings, MT 59102
(406) 628-7610
(406) 969-1473 fax

March 17, 2023

PROJECT: Indoor Aquatics & Recreation Center
ARCHITECT: LPW Architecture
ADDENDUM: 1,2,3,4,5

CHANGE ORDER

Thank you for the opportunity to provide a quote per plans and specification for the above project. Bid is for materials only supplied to jobsite. Please review all qualifications & exclusions. Bid is good for 30 days.

SECTION 102600 – WALL & DOOR PROTECTION as manufactured by Inpro.

Original Bid

(6) 90° 48" x 2" 160 Series Corner Guards/Brushed Silver Metallics \$278.00

CHANGE ORDER ADD

(22) 90° 48" x 2" 160 Series Corner Guards (7) End Wall Strips **Add \$1,097.00**

TERMS: All items are quoted F.O.B. factory, full freight allowed to jobsite. Installation, blocking, field verifications, state, local or TERO taxes are not included unless specifically noted.

Contact us with any questions or concerns.

Kayle Axtman
kayle@sylvansiteservices.com



PCO #014

Swank Enterprises
 615 Pondera Ave [PO Box 568]
 Valier, Montana 59486
 Phone: (406) 279-3241
 Fax: (406) 279-3321

Project: 1-584 - INDOOR AQUATIC & REC CTR - GF
 900 29th St. South
 GREAT FALLS, Montana

**Prime Contract Potential Change Order #014:
 CE #017 - Alternate #12 - Operable Partition**

TO:	CITY OF GREAT FALLS PO BOX 5021 GREAT FALLS Montana, 59403	FROM:	Swank Enterprises Valier 615 Pondera [PO Box 568] Valier Montana, 59486
PCO NUMBER/REVISION:	014 / 0	CONTRACT:	1 - INDOOR AQUATIC AND REC CENTER - GF Prime Contract
CREATED BY:	Kevin Forbes (Swank Enterprises Valier)	STATUS:	Pending - In Review
LOCATION:		CREATED DATE:	4/3/2023
		TOTAL AMOUNT:	\$19,632.07

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #017 - Alternate #12 - Operable Partition in Class/Party room 114
 Provide and install operable partition in Class/Party Room 114 as shown in the plans.

ATTACHMENTS:

[Dupree - Operable Wall 3.27.23.pdf](#)

#	Cost Code	Description	Type	Amount	Bonds & Insurance (1.00% Applies to all line item types.)	Subtotal
1	5-410 - Cold-Formed Metal Framing	600SFT125-30EQD	Materials	\$55.60	\$0.56	\$56.16
2	5-410 - Cold-Formed Metal Framing	600SFS-30EQD - 10'0"	Materials	\$124.80	\$1.25	\$126.05
3	5-410 - Cold-Formed Metal Framing	200AN-30 MIL - 10'0"	Materials	\$60.00	\$0.60	\$60.60
4	5-410 - Cold-Formed Metal Framing	Freight	Materials	\$250.00	\$2.50	\$252.50
5	5-410 - Cold-Formed Metal Framing	Framing Labor	Labor	\$1,375.00	\$13.75	\$1,388.75
6	9-250 - Drywall	5/8" Type X Gypsum Board	Materials	\$80.00	\$0.80	\$80.80
7	9-250 - Drywall	5/8" Type X Gypsum Board - Hang	Labor	\$320.00	\$3.20	\$323.20
8	9-250 - Drywall	5/8" Type X Gypsum Board - Tape	Subcontractor	\$450.00	\$4.50	\$454.50
9	5-410 - Cold-Formed Metal Framing	Fasteners, Drill Bit, Misc.	Materials	\$250.00	\$2.50	\$252.50
10	5-130 - Ironworker	Remove Support Beam, Drill 24 holes for Track System, Re-Install	Labor	\$750.00	\$7.50	\$757.50
11	10-650 - Operable Partitions	Operable Partition	Subcontractor	\$12,545.00	\$125.45	\$12,670.45
12	10-001 - Specialties Finish Labor	Uncrate, move, and help lift panels into place	Labor	\$110.00	\$1.10	\$111.10



PCO #014

#	Cost Code	Description	Type	Amount	Bonds & Insurance (1.00% Applies to all line item types.)	Subtotal
13	5-410 - Cold-Formed Metal Framing	C Channel @ Web of Wide Flange	Materials	\$300.00	\$3.00	\$303.00
Subtotal:				\$16,670.40	\$166.71	\$16,837.11
MT Gross Receipts Tax (1.00% Applies to all line item types.):						\$168.37
Overhead (5.00% Applies to all line item types.):						\$841.86
Profit (10.00% Applies to all line item types.):						\$1,784.73
Grand Total:						\$19,632.07

KEVIN LACEY (L'HEUREUX PAGE
 WERNER PC)
 15 5TH ST S
 GREAT FALLS Montana 59401

CITY OF GREAT FALLS
 PO BOX 5021
 GREAT FALLS Montana 59403

Swank Enterprises Valier
 615 Pondera [PO Box 568]
 Valier Montana 59486

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



1728 Lampman Drive, Suite H
P.O. Box 22036
Billings, Montana 59104
PH. (406) 655-3555
FAX (406) 655-3553
E-mail: info@dupreebldgspec.com
Web: www.dupreebldgspec.com

April 3, 2023

PRICE QUOTATION

TO: KEVIN FORBES
SWANK ENTERPRISES
P.O. Box 568
Valier, MT 59486

RE: Indoor Aquatics and Recreation Center
Great Falls, MT

Kevin,
Thank you for the opportunity to bid the following.

ALTERNATE MANUFACTURER: SECTION 10 22 26 – OPERABLE PARTITION as manufactured by Moderco:

- We are offering Moderco as an equal to the specified Modernfold operable partition.
- The specification calls for 47 STC sound rated panel construction. We are offering a 49 STC sound rating base price. A 52 STC will dramatically increase the sound control for a minimal cost. Please see optional add below for the 52 STC sound rating.
- All the panels have a gypsum board tackable skin with a vinyl outercovering.
- We **INCLUDE** two (2) installation trips. The first trip we'll install the track system and field measure. This will allow you to frame and finish the dropped soffit. The final trip we'll install the panels.
- We **EXCLUDE** all structural beams, beam punching, field layout, diagonal bracing or laborers. We only require a laborer to help move the panels from the crate to the room and tip them up, approx. 1-2 hours.

1 – Operable partition, 49 STC sound rating	INSTALLED	\$ 12,545.00
Upgrade panel construction to 52 STC sound rating	ADD	\$ 362.00

- 2 of 2 -

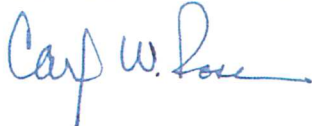
Terms: All items are quoted F.O.B. factory, full freight allowed to jobsite. Installation, blocking, or field verification are not included unless specifically noted.

Please consider the above prices valid for thirty (30) days only. Materials released after thirty (30) days are subject to current factory prices and any associated increases.

Where credit has been established, net 30 days, 1-½% interest will be charged per month on any balance after 30 days. Interest, re-billing fees, attorney fees, and any other costs associated to the collection of past due accounts will be added.

Prices do not include state, federal taxes or TERO taxes unless noted.

Sincerely,
DuPREE BUILDING SPECIALTIES of MT



Carl W. Rose

carl@dupreebltdgspec.com



PCO #015

Swank Enterprises
 615 Pondera Ave [PO Box 568]
 Valier, Montana 59486
 Phone: (406) 279-3241
 Fax: (406) 279-3321

Project: 1-584 - INDOOR AQUATIC & REC CTR - GF
 900 29th St. South
 GREAT FALLS, Montana

**Prime Contract Potential Change Order #015:
 CE #016 - RFI #32 - Tile Changes in Locker Room Area**

TO:	CITY OF GREAT FALLS PO BOX 5021 GREAT FALLS Montana, 59403	FROM:	Swank Enterprises Valier 615 Pondera [PO Box 568] Valier Montana, 59486
PCO NUMBER/REVISION:	015 / 0	CONTRACT:	1 - INDOOR AQUATIC AND REC CENTER - GF Prime Contract
CREATED BY:	Kevin Forbes (Swank Enterprises Valier)	STATUS:	Pending - In Review
LOCATION:		CREATED DATE:	4/14/2023
		TOTAL AMOUNT:	\$12,299.47

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #016 - RFI #32 - Change Tile in Shower Area 122B, 143, and Family Changing Room B129
 Eliminate the tile cove base in the shower stalls. Replace with wall tile. Cut tile as needed. First row of tile to start at elevation 100'0"
 Change the floor tile outside the shower stalls from POR-1 (12" x 24") tiles to POR-3 (1-1/2" Mosaic).
 Family Changing Room B129 is currently sealed concrete. That will be changed to the POR-3 1-1/2" Mosaic tile. The floor slab will also be recessed similar to other shower areas.

ATTACHMENTS:

[Pierce Flooring - RFI #32 Changes.pdf](#)

#	Cost Code	Description	Type	Amount	Bonds & Insurance (1.00% Applies to all line item types.)	Subtotal	
1	3-001 - Flat Concrete	Additional Labor to Blockout Recess in Room 129	Labor	\$165.00	\$1.65	\$166.65	
2	9-310 - Tiling	Tile Changes	Subcontractor	\$10,484.00	\$104.84	\$10,588.84	
3	9-920 - Painting - Interior	Credit for Sealed Concrete in B129	Subcontractor	\$(205.00)	\$(2.05)	\$(207.05)	
				Subtotal:	\$10,444.00	\$10,548.44	
						MT Gross Receipts Tax (1.00% Applies to all line item types.):	\$105.48
						Overhead (5.00% Applies to all line item types.):	\$527.42
						Profit (10.00% Applies to all line item types.):	\$1,118.13
						Grand Total:	\$12,299.47

**KEVIN LACEY (L'HEUREUX PAGE
 WERNER PC)**
 15 5TH ST S
 GREAT FALLS Montana 59401

CITY OF GREAT FALLS
 PO BOX 5021
 GREAT FALLS Montana 59403

Swank Enterprises Valier
 615 Pondera [PO Box 568]
 Valier Montana 59486

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____



1204 7th St S Great Falls, MT 59405

406-727-3832

PROJECT INFORMATION:	CONTRACTOR INFORMATION:
Name: Indoor Aquatics Tile Revisions/Add RFI #32	Company:
Address:	Contact:
City, State ZIP:	Address:
Architect Name:	City, State Zip:
Addendums:	Phone:
Recognized:	Email:
Plans Dated:	Proposal Date: 3/17/23

Please accept this bid on the project mentioned above. All terms, provisions and exclusions must be included when considering this proposal. Any items that are not specifically listed on this document are not included in this bid proposal. This proposal expires 30 days after the proposal date listed above.

SCOPE OF WORK:
<p>Materials and installation for RFI#32. Resilience Mosaic tile in halls 122B, 143, and Family Changing room B with mud pack slope to drains. Replacing shower cove base with wall tile.</p> <p>TOTAL: \$10,484.00</p>

EXCLUSIONS:
<p>Unless otherwise noted this proposal specifically excludes the following: Performance Bonds, Demo/Removal of existing flooring; Waxing/Sealing, Floor protection, Cleaning or removal of oil, grease, solvents, sealers, paints, plaster or other foreign substances. Asbestos control or abatement, Floor Leveling/Grinding, Floor Prep exceeding hours listed above, Moisture Testing, Underlayment/Backerboard.</p>

TERMS AND CONDITIONS:
<p>Client is subject to payment for stored materials. Any change or compression of the original schedule resulting in overtime or needing extra supplemental labor crews will require a change order from the GC. Pierce Flooring will not accept charge backs of damage or cleaning without the option to inspect and make arrangements for acceptable repairs at their expense if needed. Pierce Flooring is not responsible for any claims that might result from product delivery date changes beyond their control such as supply chain issues, trucking company issues, pandemics and acts of God. Work will be performed per manufactures written instructions any deviations from that will require a release of warranty obligations form be signed by GC/Owner. In the event of nonpayment, the customer agrees to pay reasonable attorney fees incurred by PIERCE FLOORING in collection of the amount owing. Project includes a standard one-year installation warranty.</p>

Jeremy Whitfield
Submitted by Authorized Representative

3/17/23
Date

Accepted by _____

_____ Date



PCO #016

Swank Enterprises
 615 Pondera Ave [PO Box 568]
 Valier, Montana 59486
 Phone: (406) 279-3241
 Fax: (406) 279-3321

Project: 1-584 - INDOOR AQUATIC & REC CTR - GF
 900 29th St. South
 GREAT FALLS, Montana

**Prime Contract Potential Change Order #016:
 CE #018 - RCP Storm Water Connection in 29th Street**

TO:	CITY OF GREAT FALLS PO BOX 5021 GREAT FALLS Montana, 59403	FROM:	Swank Enterprises Valier 615 Pondera [PO Box 568] Valier Montana, 59486
PCO NUMBER/REVISION:	016 / 0	CONTRACT:	1 - INDOOR AQUATIC AND REC CENTER - GF Prime Contract
CREATED BY:	Kevin Forbes (Swank Enterprises Valier)	STATUS:	Pending - In Review
LOCATION:		CREATED DATE:	4/19/2023
		TOTAL AMOUNT:	\$2,944.15

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #018 - RCP Storm Water Connection in 29th Street

On Monday April 17th United Materials mobilized and started the storm drainage work on the project. They closed off a portion of 29th street to make the tie in to the City of Great Falls storm drain as per the drawings. After exposing the existing system it was discovered that the existing piping is RCP and not 18" SDR35 PVC pipe as per the civil drawings. Procuring an RCP to Fernco connection / coupling would be expensive and comes with an unwanted lead time. An on-site meeting with the City of Great Falls (Pat Habel) and TD&H (Ryan Buffington) it was decided that a piece of RCP could be installed in lieu of the PVC. The RCP would have concrete poured around the connection. There is a change order required for the 18" RCP (8 LF) and little down time for United's crew to resolve the issue.

ATTACHMENTS:

[United Materials - Storm Drain Tie in 29th.pdf](#)

#	Cost Code	Description	Type	Amount	Bonds & Insurance (1.00% Applies to all line item types.)	Subtotal
1	2-220 - Excavate & Backfill	Storm Drain Tie In Conflict	Subcontractor	\$2,500.00	\$25.00	\$2,525.00
				Subtotal:	\$25.00	\$2,525.00
MT Gross Receipts Tax (1.00% Applies to all line item types.):						\$25.25
Overhead (5.00% Applies to all line item types.):						\$126.25
Profit (10.00% Applies to all line item types.):						\$267.65
Grand Total:						\$2,944.15

**KEVIN LACEY (L'HEUREUX PAGE
 WERNER PC)**
 15 5TH ST S
 GREAT FALLS Montana 59401

CITY OF GREAT FALLS
 PO BOX 5021
 GREAT FALLS Montana 59403

Swank Enterprises Valier
 615 Pondera [PO Box 568]
 Valier Montana 59486

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____



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

To: Swank Enterprises	Contact: Kevin Forbes
Address: P .O. Box 568 Valier, MT 59486	Phone: (406) 279-3321 Fax: (406) 279-3321
Project Name: GF Aquatic Center - Storm Drain Tie In Conflict (29th Street)	Bid Number:
Project Location:	Bid Date: 4/21/2023

We submit the following quotation for your consideration. If you have any questions, feel free to contact me at 453-7692.

Thank you.


Item #	Item Description
1	Storm Drain Tie In Conflict - Plans Showed PVC, Actually RCP *Includes Downtime To Resolve Situation With City Of Great Falls And TD&H And 8 LF Of 18" RCP (Including Delivery To Project Site) *

Total Bid Price: \$2,500.00

Payment Terms:

United Materials will not accept credit cards for payment of contracted work or charges made on account.
 A finance charge of 1.50% per month (annual percentage rate of 18%) will be charged on all past due accounts (30 days).

Thank you for this opportunity to provide a quotation to you.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: United Materials Of Great Falls, Inc.</p> <p>Authorized Signature:  _____</p> <p>Estimator: David Anderson 406-799-8800 david@unitedmaterialsgtf.com</p>
---	---



PCO #017

Swank Enterprises
 615 Pondera Ave [PO Box 568]
 Valier, Montana 59486
 Phone: (406) 279-3241
 Fax: (406) 279-3321

Project: 1-584 - INDOOR AQUATIC & REC CTR - GF
 900 29th St. South
 GREAT FALLS, Montana

**Prime Contract Potential Change Order #017:
 CE #019 - Alternate #5 - Section 11 66 53 Gymnasium Divider**

TO:	CITY OF GREAT FALLS PO BOX 5021 GREAT FALLS Montana, 59403	FROM:	Swank Enterprises Valier 615 Pondera [PO Box 568] Valier Montana, 59486
PCO NUMBER/REVISION:	017 / 0	CONTRACT:	1 - INDOOR AQUATIC AND REC CENTER - GF Prime Contract
CREATED BY:	Kevin Forbes (Swank Enterprises Valier)	STATUS:	Pending - In Review
LOCATION:		CREATED DATE:	5/1/2023
		TOTAL AMOUNT:	\$17,282.17

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #019 - Alternate #5 - Section 11 66 53 Gymnasium Divider
 Provide and install gymnasium divider curtain in Gym 136 as shown on the drawings and specified in section 11 66 53 . Electrical circuit for the curtain is already in the contract.

ATTACHMENTS:

[MSEC Gymnasium Divider.pdf](#)

#	Cost Code	Description	Type	Amount	Bonds & Insurance (1.00% Applies to all line item types.)	Subtotal
1	11-480 - Athletic/Therapeutic Eq	Gymnasium Divider	Subcontractor	\$14,675.00	\$146.75	\$14,821.75
				Subtotal:	\$14,675.00	\$14,821.75
MT Gross Receipts Tax (1.00% Applies to all line item types.):						\$148.22
Overhead (5.00% Applies to all line item types.):						\$741.09
Profit (10.00% Applies to all line item types.):						\$1,571.11
Grand Total:						\$17,282.17

KEVIN LACEY (L'HEUREUX PAGE WERNER PC)
 15 5TH ST S
 GREAT FALLS Montana 59401

CITY OF GREAT FALLS
 PO BOX 5021
 GREAT FALLS Montana 59403

Swank Enterprises Valier
 615 Pondera [PO Box 568]
 Valier Montana 59486

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____



6100 3rd Ave. SO. GREAT FALLS, MT 59405

QUOTATION

406 / 454- 0420

FAX ----- 406 / 454- 0439

Quotation #	
P.O. #	

DATE: 03/28/23
 PREPARED FOR:
 NAME:
 PROJECT: INDOOR AQUATIC CENTER
 ADDRESS:
GREAT FALLS, MT 59405

INQUIRY #	DUE DATE	COUNTY	DISTRICT	STATE	SALESMAN

QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED
1	EA	SECTION 116653 GYMNASIUM DIVIDER (ALT. 5) ROLL UP DIVIDER CURTAIN BY DRAPER 58' WIDE X 24' HIGH UP TO 10' VINYL 3/4 HP, 115V MOTOR PRICING INCLUDES DELIVERY AND INSTALLATION NOTES: 1) ACKNOWLEDGE ADDENDUM 1, 2, 3, 4, 5 2) ALL ELCTRICAL SUPPLIED AND INSTALLED BY OTHERS		\$ 14,675.00

TERMS: NET 30 DAYS
 FREIGHT: FOB----- GREAT FALLS, MT
 PRICES FIRM FOR 30 DAYS ONLY
 SPECIFICATIONS: ALL manufacturer's
 standard construction and finishes.

THANK YOU ----
 Sales Rep:
 BY: BRYAN SCHMIDT
 Title ----- contract sales dept.
 Montana School Equipment Co.



Swank Enterprises
 615 Pondera Ave [PO Box 568]
 Valier, Montana 59486
 Phone: (406) 279-3241
 Fax: (406) 279-3321

Project: 1-584 - INDOOR AQUATIC & REC CTR - GF
 900 29th St. South
 GREAT FALLS, Montana

Prime Contract Potential Change Order #018: CE #020 - Alternate #6 - Sauna 125

TO:	CITY OF GREAT FALLS PO BOX 5021 GREAT FALLS Montana, 59403	FROM:	Swank Enterprises Valier 615 Pondera [PO Box 568] Valier Montana, 59486
PCO NUMBER/REVISION:	018 / 0	CONTRACT:	1 - INDOOR AQUATIC AND REC CENTER - GF Prime Contract
CREATED BY:	Kevin Forbes (Swank Enterprises Valier)	STATUS:	Pending - In Review
LOCATION:		CREATED DATE:	5/1/2023
		TOTAL AMOUNT:	\$48,775.95

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #020 - Alternate #6 - Sauna 125

Provide and install Sauna 125 complete. During the bidding process none of the subcontractors priced any credits for finishing the drywall, the tile flooring, or eliminating the aluminum door 125. Swank includes the change from drywall to fire treated plywood. Also the manufacturer wanted an additional \$18,000.00 to provide field measurements, receipt of freight, and owner training. Swank will provide those services at a much more reasonable rate.

ATTACHMENTS:

[Great Falls Indoor Aquatics Recreation Center Sauna Proposal Scandia V2.pdf](#)

#	Cost Code	Description	Type	Amount	Bonds & Insurance (1.00% Applies to all line item types.)	Subtotal
1	9-250 - Drywall	5/8" Type X Gypsum Board	Materials	\$(241.92)	\$(2.42)	\$(244.34)
2	9-250 - Drywall	5/8" Type X Gypsum Board	Labor	\$(489.60)	\$(4.90)	\$(494.50)
3	6-110 - Rough Carpentry	3/4" FRTW Plywood	Materials	\$1,353.60	\$13.54	\$1,367.14
4	6-110 - Rough Carpentry	3/4" FRTW Plywood	Labor	\$489.60	\$4.90	\$494.50
5	1-630 - Job Clean-up	Field Measurements, Off Load Materials	Labor	\$330.00	\$3.30	\$333.30
6	1-021 - Supervision	Owner Training for Manufacturer	Labor	\$600.00	\$6.00	\$606.00
7	13-010 - Misc Special Construction	AM-FINN by SCANDiA Sauna Room	Subcontractor	\$38,876.00	\$388.76	\$39,264.76
8	16-100 - Electrical Sub	Electrical for Sauna	Subcontractor	\$500.00	\$5.00	\$505.00
Subtotal:				\$41,417.68	\$414.18	\$41,831.86
MT Gross Receipts Tax (1.00% Applies to all line item types.):						\$418.32
Overhead (5.00% Applies to all line item types.):						\$2,091.59
Profit (10.00% Applies to all line item types.):						\$4,434.18
Grand Total:						\$48,775.95

KEVIN LACEY (L'HEUREUX PAGE WERNER PC)

15 5TH ST S
 GREAT FALLS Montana 59401

CITY OF GREAT FALLS

PO BOX 5021
 GREAT FALLS Montana 59403

Swank Enterprises Valier

615 Pondera [PO Box 568]
 Valier Montana 59486

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____



1-800-237-2862
 design@am-finn.com
 am-finn.com
 6700 N. Linder Rd ·156-280 Meridian, ID 83646

Please note to secure this proposal please sign/initial below or a purchase order can be issued to the company: Scandia.

Great Falls Indoor Aquatics & Recreation Center Proposal for Commercial Sauna Room(s)

Project Name: <i>Great Falls Indoor Aquatics & Recreation Center</i>	Shipping Address:	Zip code:
Bid Date: <i>May 18, 2023</i>	Expires 90 days from Bid Date	Quote By: <i>Kristen Daley</i>

SAUNA ROOM AND EQUIPMENT

Model	Qty	Description	Price E/A	Sub Total
SN-PCET-16X8X8	1	Pre Cut for interior room size 191" w x96" d x96" h includes T&G vertically run, Grade A Clear Cedar, Euro-trim, vapor barrier, one tier back and side wall bench construction with 1x4 rails and tops fastened with stainless steel screws and cedar heater guard rail	\$25608	\$25608
Door	1	36" x 80" cedar framed door w/26" x 61" glass with rough opening - 38" x 82".	included	included
Heater SN-PCET-16X8X8	1	Ultra-Sauna heater model 15 KW 208/240v, 1/3 phase, 100% stainless steel with solid rock-tray allows water to be poured over rocks without damaging elements	included	included
Control	1	Sauna control box w/60 minute timer	included	included
Accessories	1	Bucket, Ladle, Thermometer and Light Fixture	included	included
Subtotal - Sauna Room and Equipment:			\$25608	\$25,608

Selected upgrades

Product Name	Qty	Description	Price E/A	Sub Total
Cedar Duckboard	1	Cedar Duckboard Flooring (excludes area under benches and heater) Overall Thickness of 1.25"	\$26.8125 per Sq Ft	\$2,420
Sub total with selected upgrades:				\$2,420

Total with Selected Options:	\$28,028
Discount Amount: (15%)	-\$4204



1-800-237-2862
design@am-finn.com
am-finn.com
6700 N. Linder Rd ·156-280 Meridian, ID 83646

Shipping Amount:	\$3,200
Total Amount with Options & Shipping:	\$27,024
Important Payment Terms and Conditions *50% deposit required to begin production. *Balance due prior to shipping. *Sales tax and shipping subject to change upon final approval. *Includes One-Year Warranty on all heater parts installed in a commercial environment one year from the date final payment has been received. *Product proposal excludes installation. *Acceptance of this proposal requires a Purchase Order agreement and payments made to "Scandia".	



1-800-237-2862
design@am-finn.com
am-finn.com
6700 N. Linder Rd ·156-280 Meridian, ID 83646

**One – Year Limited Warranty
Parts**

The standard One-Year warranty covers the heater parts installed in a commercial environment for a total of one year from the date final payment has been received. This is a “parts only” warranty and does not cover labor. An additional 4 year warranty extension can be purchased for an additional fee.

Exclusions from Coverage:

We do not assume liability for any of the following, all of which are excluded from the coverage of this Limited Warranty as both express and implied warranties:

- a) Damage caused by ordinary wear and tear, abusive use, misuse, neglect, alteration, or lack of proper maintenance of any product, or as a result of accident, flood, fire, or other act of God.
- b) Damage caused by failure to follow the installation and operating instructions applicable to the product purchased. Instructions are furnished with the product in its shipping container. Additional copies of any instruction manuals are available by written request form.
- c) Damage caused by calcium or hard water.
- d) Damage caused by condensation on or expansion of materials.
- e) Damage caused by defects that are not directly related to the product purchased.
- f) Defects that are the result of characteristics common to the materials used, such as (but not limited to) warping and deflection of wood, and the drying, shrinking and cracking of caulking and weather stripping.
- g) Damage caused by the failure of the original purchaser or anyone other than Am-Finn, its employees, agents or subcontractors to comply with the warranty requirements of Scandia or other manufacturers of products installed by Am-Finn.
- h) Damage caused by the failure of the original purchaser to give timely notice of any defect.

BY: _____

TITLE: _____

DATE: _____

INITIALS : _____

Kevin Forbes

From: Darren Gilcher <Darren.Gilcher@libertyelectricinc.com>
Sent: Monday, May 1, 2023 9:39 AM
To: Kevin Forbes; Jeff Albrecht
Subject: RE: Indoor Aquatic - Alternates #5 & #6

Kevin,
 We are good with the original pricing of \$0.00 for #5 and \$500.00 for #6 on our proposal.
 Thank you,
 Darren

From: Kevin Forbes <kforbes@swankenterprises.com>
Sent: Friday, April 28, 2023 3:44 PM
To: Darren Gilcher <Darren.Gilcher@libertyelectricinc.com>; Jeff Albrecht <jeff.albrecht@libertyelectricinc.com>
Subject: FW: Indoor Aquatic - Alternates #5 & #6

Guys,
 Can you please look into this, thanks.



Kevin J. Forbes
 Valier Office
 (406) 279-3241

From: Kevin Forbes
Sent: Wednesday, March 29, 2023 8:36 AM
To: Darren Gilcher <Darren.Gilcher@libertyelectricinc.com>; Jeff Albrecht <jeff.albrecht@libertyelectricinc.com>
Subject: Indoor Aquatic - Alternates #5 & #6

Guys,
 The City of Great Falls is asking me to look into repricing a couple of the alternate bid items for review. Would you look at alternates #5 & #6 and provide me with updated pricing on those.

Thank you,



Kevin J. Forbes
 Valier Office
 (406) 279-3241

<u>Unfunded Recreation Center Alternates</u>	<u>Original</u>	<u>Current</u>	
	<u>Cost</u>	<u>Cost</u>	
Gymnasium divider curtain	\$9,900	\$17,282	funded in CO #3
Class/party room divider	\$14,700	\$19,632	funded in CO #3
Sauna 125 Complete, including door	\$29,000	\$48,776	funded in CO #3
Acoustic panels in gym and pool area	\$124,900		
Frog slide in leisure pool	\$40,000		
Outdoor splash pad	\$318,000		
Security cameras	\$94,000		
Timing system and scoreboard for lap pool	\$77,000		
Exterior playground equipment & basketball hoop	\$81,200		
Monument sign and landscaping	\$40,000		
Flagpole, concrete pad and accociated lighting	\$9,400		
Underwater sound system in lap pool	\$16,700		
Hallway cubbies in corridor	\$8,000		
Portable bleachers	\$10,200		
South parking lot drop-off lot	\$10,300		
Specialty paving, cast-in-place concrete benches	\$26,200		
Future electrical vehicle charging staions and solar panels on roof	\$17,000		
Water-Source Condenser in Dehumidifier DH-1 and DH-2	\$95,700		
Exhaust Heat Recover System, Convert EF-5 to ERU-1 and EF-5 to ERU-2	\$84,000		
Military training equipment	\$965,000		
Covid-related mechanical upgrades	\$52,000		

Above is the list of unfunded alternates for the new recreation center. It is our goal for the sponsorship/fundraising efforts to get us back within budget and bring as many of these alternates on board as possible.



Commission Meeting Date: June 6th, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Cushing Terrell Design Contract Amendment for Partial HVAC Renovations and Infrastructure Renovations, O.F. 1750.2

From: Finance Department (Sylvia Tarman, ARPA Project Manager)

Initiated By: Finance Department

Presented By: Tom Hazen, Grants Manager

Action Requested: Approve Design Contract Amendment

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) Amendment No. 1 to Professional Services Agreement with Cushing Terrell in the amount of \$40,000.00 for the Civic Center Partial HVAC Renovation and Infrastructure Renovation Projects, utilizing American Rescue Plan Act funds, and authorize the City Manager to execute the contract documents.”

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

Staff Recommendation:

Staff recommends that the City Commission approve the contract amendment for Cushing Terrell to complete Construction Administration tasks for the Civic Center Partial HVAC Renovation and Infrastructure Renovation Projects.

Background:

The City Commission awarded the design contract to Cushing Terrell for the Civic Center Partial HVAC Renovation and Infrastructure Renovation Projects at the December 6th, 2022 Commission meeting. At that time, Construction Administration was not included in the design contract as it was unclear how much Construction Administration was going to be needed from Cushing. Construction Administration is an important task for Cushing to be able to review submittals for equipment specifications, answer questions from contractors, and be able to mitigate any necessary design changes needed during construction due to unknown conditions in the field. This amendment will cover Construction Administration for both the HVAC and Transformer/Boiler projects, which include a lot of equipment specification and supply.

Fiscal Impact

This project is being awarded through ARPA Funds.

Alternatives:

The City Commission could vote to not award the contract amendment. However, Construction Administration from Cushing is necessary to complete the next phase of the projects.

Concurrences:

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

Attachments/Exhibits:

Amendment No. 1 to Professional Services Agreement
Cushing Terrell CA Scope of Work

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
OF 1750.2

THIS AMENDMENT NO. 1 is entered into this __6th __ day of June, 2023, by and between the City of Great Falls, a Municipal Corporation, hereinafter referred to as “City,” and CTA INC. dba CUSHING TERRELL, hereinafter referred to as “Consultant,” and agree as follows:

- 1. The City and the Consultant entered into a Professional Services Agreement that was approved by the City Commission on December 6, 2022, herein referred to as “Agreement,” for Consultant to provide professional design documents for design and replacement of multiple systems at the Great Falls Civic Center, as set forth in the scope of work; and
- 2. The scope of work would provide a replacement system design for the entire upper floor (Gibson Room, Missouri Room, adjacent smaller “Dam” rooms, HR suite, Manager’s Offices and the Commission Chambers) and would dovetail the scope of work currently planned for the Human Resources suite; and
- 3. City and Consultant mutually agree to amend deliverables falling under Consultant’s responsibility to include construction administration as set forth in paragraph 2; and
- 4. City and Consultant mutually agree to modify paragraph 4 of the Agreement as follows:

Payment: City agrees to pay Consultant at the hourly rate(s) set forth in the Scope of Services, for a total not to exceed amount of ~~ONE HUNDRED SEVENTY NINE THOUSAND NINE HUNDRED SIXTY SEVEN AND 00/100 DOLLARS (\$179,967.00)~~ **TWO HUNDRED NINETEEN THOUSAND NINE HUNDRED SIXTY SEVEN AND 00/100 DOLLARS (\$219,967.00)** per Exhibit “A” – Scope of Services to Professional Services Agreement and Scope of Services for Amendment No. 1 to Professional Services Agreement. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

5. All other conditions and provisions of the Agreement entered into and approved by the Commission on December 6, 2022, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Professional Services Agreement the day and year first above written.

CITY OF GREAT FALLS, MONTANA

CTA INC. dba CUSHING TERRELL

By _____
Gregory T. Doyon, City Manager

By Anthony Houtz
Print Name _____
Title Associate Principal

ATTEST:

Lisa Kunz, City Clerk

*APPROVED AS TO FORM:

By _____
David Dennis, City Attorney

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



Commission Meeting Date: June 6th, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Cushing Terrell Design Contract Amendment for Fire Station Infrastructure Renovations, O.F. 1797.1

From: Finance Department (Sylvia Tarman, ARPA Project Manager)

Initiated By: Finance Department, Fire Department

Presented By: Tom Hazen, Grants Manager

Action Requested: Approve Design Contract Amendment

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) Amendment No. 1 to Professional Services Agreement with Cushing Terrell in the amount of \$48,000.00 for the Fire Station Infrastructure Renovations Project, utilizing American Rescue Plan Act funds, and authorize the City Manager to execute the contract documents.”

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

Staff Recommendation:

Staff recommends that the City Commission approve the contract amendment for Cushing Terrell to complete Construction Administration tasks for the Fire Station Infrastructure Renovations Project.

Background:

The City Commission awarded the design contract to Fire Station Infrastructure Renovations Project at the December 6th, 2022 Commission meeting. At that time, Construction Administration was not included in the design contract as it was unclear how much Construction Administration was going to be needed from Cushing. Construction Administration is an important task for Cushing to be able to review submittals for equipment specifications, answer questions from contractors, and be able to mitigate any necessary design changes needed during construction due to unknown conditions in the field. This amendment will cover Construction Administration for the entirety of the project (including all 4 Fire Stations); which include a lot of equipment specification and supply, as well as the potential for unknown field conditions.

Fiscal Impact

This project is being awarded through ARPA Funds.

Alternatives:

The City Commission could vote to not award the contract amendment. However, Construction Administration from Cushing is necessary to complete the next phase of the projects.

Concurrences:

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

Attachments/Exhibits:

Amendment No. 1 to Professional Services Agreement
Cushing Terrell CA Scope of Work

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
OF 1797.1

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT is entered into this ___6th__ day of June, 2023, by and between the City of Great Falls, a Municipal Corporation, hereinafter referred to as “City,” and CTA INC. dba CUSHING TERRELL, hereinafter referred to as “Consultant,” and agree as follows:

1. The City and the Consultant entered into a Professional Services Agreement that was approved by the City Commission on December 6, 2022, herein referred to as “Agreement,” for Consultant to provide professional design documents for renovating the four fire stations in Great Falls to enhance their safety, long-term maintenance, and viability, as set forth in the scope of work; and

2. City and Consultant mutually agree to amend deliverables falling under Consultant’s responsibility that would focus on implementing design solutions to increase safety for the occupants that include mechanical systems, electrical systems, sleeping areas for firefighters, locker areas and fitness room. These safety-related priorities are centered around Covid-19 developments and, as first responders for the community, the fire stations are critical City infrastructure for improvements; and

3. City and Consultant mutually agree to modify paragraph 4 of the Agreement as follows:

Payment: City agrees to pay Consultant at the hourly rate(s) set forth in the Scope of Services, for a total not to exceed amount of ~~TWO HUNDRED FORTY EIGHT THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$248,800.00)~~ **TWO HUNDRED NINETY SIX THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$296,800.00)** per Exhibit “A” – Scope of Services to Professional Services Agreement and Scope of Services for Amendment No. 1 to Professional Services Agreement. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

4. All other conditions and provisions of the Agreement entered into and approved by the Commission on December 6, 2022, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Professional Services Agreement the day and year first above written.

CITY OF GREAT FALLS, MONTANA

CTA INC. dba CUSHING TERRELL

By _____
Gregory T. Doyon, City Manager

By _____ Anthony Houtz

Print Name _____

Title Associate Principal

ATTEST:

Lisa Kunz, City Clerk

*APPROVED AS TO FORM:

By _____
David Dennis, City Attorney

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



Commission Meeting Date: June 6, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Approval of a Community Development Block Grant (CDBG) Funding Agreement for the purchase of fire equipment for service response at Fire Station #1

From: Tonya Shumaker, Planning and Community Development

Initiated By: Great Falls Fire Rescue Department

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

Action Requested: Approval of a CDBG Funding Agreement in the amount of \$442,861.35

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the CDBG Funding Agreement in the amount of \$442,861.35 to Great Falls Fire Rescue to purchase fire equipment for service response at Fire Station #1.”

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

Staff Recommendation: Staff recommends approval of the requested CDBG Funding Agreement for an amount of up to \$442,861.35.

Summary: The Great Falls Fire Rescue Department has submitted a grant request for \$442,861.35 of CDBG funds to purchase the following fire equipment to provide fire service response for Fire Station #1.

Thermal imaging cameras/3	\$26,925
Life Pak 15 Cardiac Monitors/2	\$74,193.84
Fire/ Rescue UTV	\$47,000
Alternate Response Vehicle	\$73,500
Extrication Equipment	\$41,193.74
Fire Investigation Vehicle	\$86,347
Incident Command Vehicle	\$82,800
Air Bags	\$9,409.18
Ice Rescue Suits	\$1492.59

Service Area #1 accounts for a majority of the calls within the community often leaving Fire Station #1 without additional response vehicles or equipment. There has been an increase in the number of calls which would require smaller vehicles for response due to the locations or events taking place in the downtown area. The proposed equipment would greatly diversify Fire Station #1’s abilities to respond to

calls in the District #1 service area and reduce the time it takes to provide response services. Because the equipment will provide fire safety services and response to a low to moderate income area, it is eligible for funding. Additionally, fire equipment is specifically stated as an eligible use of CDBG funding in regulations. The request was also favorably evaluated by the City's internal grant committee.

Fiscal Impact: This will be covered through CDBG funding. No local match is required for the project to be eligible. This alleviates a significant general fund expense for the Great Falls Fire Rescue Department.

Alternatives: If the Commission were to reject the proposed funding agreement, the Great Falls Fire Rescue Department would likely defer purchase of the equipment with their own funds due to excessive cost.

Concurrences: Staff from Planning and Community Development have coordinated with Fire Rescue staff on this request.

Attachments/Exhibits: 2022/2023 Great Falls Fire Rescue CDBG Funding Agreement

**CITY OF GREAT FALLS
2022/2023 Community Development Block Grant Agreement
BY AND BETWEEN
THE CITY OF GREAT FALLS, MONTANA, AND
GREAT FALLS FIRE RESCUE**

GREAT FALLS FIRE RESCUE, hereinafter referred to as the Grantee, hereby enters into this Agreement with the Planning and Community Development Department of the City of Great Falls, a Municipal Corporation of the State of Montana, hereinafter referred to as the City on this **6th** day of **June, 2023**.

SECTION 1 – PROJECT DESCRIPTION

The Grantee has approved of, and hereby agrees to, the following project description, program budget and tentative activity schedule:

- A. The Grantee has been awarded as a subrecipient of the City to receive United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds in the amount of **\$442,861.35**.
- B. Personnel assigned to scope of work includes: **Jeremy Jones**
Contact Information: **jjones@greatfallsmt.net** or **406-791-8965**
- C. The project scope will **include the purchase of the following fire equipment for service response to those living in Fire District #1 which is an LMI eligible area:**
Thermal imaging cameras/3
Life Pak 15 Cardiac Monitors/2
Fire/ Rescue UTV
Alternate Response Vehicle
Extrication Equipment
Fire Investigation Vehicle
Incident Command Vehicle
Air Bags
Ice Rescue Suits
 The project will be implemented during the time period of **June 6, 2023** to **June 30, 2024**.
- D. Grantee is responsible for any costs and for expenses incurred in excess of the grant amount. Non-profit agencies will not be funded for staff salaries, benefits, office consumables, and rent payments for agency office space or utility costs. All grant funds will need to be expended by the Grantee prior to **June 30, 2024**. Any remaining unspent funds will revert back to the City after that date.
- E. Requests for extension can be submitted by the Grantee and considered for approval by the City. Extension requests must be submitted by **May 31, 2024**. Refer to *24 CFR 570.503* regarding Scope of Work, Time of Performance, and budget documentation.

NATIONAL OBJECTIVE

The CDBG national objective most pertinent to the proposed project is **to benefit low and moderate income individuals and families on an area basis (LMA) by providing a suitable living environment.**

Determination of eligibility is fully described in 24 CFR 570.200 through 24 CFR 570.209.

The project will address the national objective by **providing fire equipment for service response to LMI residents within Fire District #1.**

SECTION 2 – GENERAL CONDITIONS

A. GENERAL COMPLIANCE:

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570. These are the HUD regulations concerning the CDBG program. The Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. Additionally all regulations under 2 CFR 200 apply.

B. INDEMNIFICATION:

- a. The Grantee waives any and all claims and recourse against the City of Great Falls, including the right of contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incidental to the Grantee's or any subrecipient's performance of this Contract.
- b. The Grantee shall indemnify and hold harmless the City of Great Falls and its agents and employees from and against all claims, damages, losses and expenses, penalties including attorney fees arising out of, or resulting from, the performance of the work, provided that any such claim, damage, loss, or expense which is:
 - i. attributable to bodily injury, sickness, disease or death or to damage or destruction of tangible property, other than the work itself, including the loss and use resulting therefrom;
 - ii. caused in whole or in part by any negligent act or omission of the contractor(s), and subcontractor(s), or anyone directly or indirectly employed by any one of them or anyone else, for whose acts any of them may be liable, regardless whether or not is caused in part or by party indemnified hereunder; and,
 - iii. caused in whole or in part by its failure to adhere to the terms of this contract.

C. SUSPENSION/TERMINATION/REIMBURSEMENT:

The Grantee agrees that suspension or termination of this project may occur if the Grantee materially fails to comply with any term of this Agreement, or any rules, regulations or provisions referred to herein, and that this grant may be terminated by the City for convenience. These conditions are fully described below in 2 CFR 200.338 and 2 CFR 200.339.

1. 2 CFR 200.338 Remedies for Noncompliance

- a. If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in § 200.207 Specific Conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
 - ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - iii. Wholly or partly suspend or terminate the Federal award.
 - iv. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
 - v. Withhold further Federal awards for the project or program.
 - vi. Take other remedies that may be legally available.

2. 2 CFR 200.339 Termination

- a. The Federal award may be terminated in whole or in part as follows:
 1. By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 2. By the Federal awarding agency or pass-through entity for cause;

3. By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 4. By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.
- b. When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).
1. The information required under paragraph (b) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either –
 - i. Has exhausted its opportunities to object or challenge the decision, see § 200.341 Opportunities to object, hearings and appeals; or
 - ii. Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.
 2. If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:
 - i. Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days;
 - ii. Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.
 3. Federal awarding agencies, shall not post any information that will be made publicly available in the non-public segment of designated integrity and

performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal entity asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.

- c. When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in § 200.343 Closeout and § 200.344 Post-closeout adjustments and continuing responsibilities.

D. REVERSION OF ASSETS:

1. Upon final payment by the City, the Grantee agrees that any unspent funds shall no longer be obligated by the City to the Grantee.
2. The Grantee agrees to the following:
 - a. It will strive to deliver the kinds of services to the types of beneficiaries that will enable it to always meet at least one of the national objectives of the CDBG program referred to in *24 CFR 570.208*. This stipulation is in effect for five years from the date of issuance of the final payment by the City for this activity;
 - b. If at any time during these five years the Grantee is no longer conducting a program or programs that are CDBG eligible, the Grantee agrees to return all furnishings, equipment, or personal property that was paid for by CDBG funds, or reimburse the City in the amount that is equal to the value;
 - c. This agreement shall comply with the requirements specified in *24 CFR 570.503(b)(7)*; and
 - d. If any furnishings, equipment or personal property (under the above the criteria) are no longer in control or possession of the Grantee, said Grantee agrees to reimburse the City in the amount that is equal to the furnishing, equipment, or personal property value at the time of the purchase, and that the City may use any legal means necessary to obtain restitution for these items from the Grantee.

E. TERM OF THE AGREEMENT:

1. The term of this Agreement with the exception of Section 2-D above shall expire when the final payment is made or on **June 30, 2024**, whichever is later.
2. The term of the Agreement pertaining to Section 2-D shall expire only when the applicable criteria are met by the Grantee and accepted by the City.

F. PUBLICATIONS:

In all documents referencing the CDBG Project the Grantee agrees to insert the following language, to the fullest extent possible, and submit a copy to the City:
 “-funded by the City of Great Falls CDBG Program.”

SECTION 3 – ADMINISTRATION REQUIREMENTS

A. FINANCIAL MANAGEMENT:

1. The Grantee agrees to provide the City with the following documents (if applicable) before any funds are disbursed by the City:
 - a. This signed Community Development Block Grant Agreement;
 - b. Grantee’s Articles of Incorporation;
 - c. Grantee’s tax-exempt status certification;
 - d. Grantee’s by-laws or other such operational information;
 - e. Any other pertinent information which the City requests; and
 - f. Any Grantee lease agreements.
2. The Grantee shall comply with the current requirements and standards, in effect to the date of this agreement, of 2 *CFR, Part 200* and containing reference to 2 *CFR, Part 230, “Cost Principles for Non-Profit Organizations”* or 2 *CFR, Part 220, “Cost Principles for Educational Institutions,”* as applicable, and with the following Attachments to 2 *CFR, Part 215*:
 - (1) “Financial Reporting”;
 - (2) “Bonding and Insurance”;
 - (3) “Retention and Custodial Requirements for Records”;
 - (4) “Standards for Financial Management Systems”;
 - (5) “Monitoring and Reporting Program Performance”;
 - (6) “Property Management Standards”; and
 - (7) “Procurement Standards”.

B. DOCUMENTATION AND RECORD-KEEPING:

1. The Grantee agrees to maintain all records required by the Federal regulation specified in 24 *CFR Part 570.506*, which are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

- a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - d. Financial records as required by *24 CFR Part 570.502*, and 2 CFR Part 200; and
 - e. Other records necessary to document compliance with Subpart K of 24 CFR 570.
2. The Grantee shall retain all records pertinent to expenditures incurred under this contract for period of five (5) years after the termination of all activities funded under this Agreement.
 3. The Grantee shall maintain grant beneficiary information, as requested by the City which will include client eligibility for services, and client ethnicity. The Grantee agrees to provide the City all non-duplicated information required. This report is due, upon request of funds or, if not applicable, on or before **July 15, 2024**, and will cover the period from **June 6, 2023** through **June 30, 2024** unless otherwise specified by the City.
 4. The Grantee understands that certain client information collected under this contract is private and use or disclosure of such information, when not directly connected with the administration of the City's or Grantee's responsibilities with respect to services provided under this contract, is prohibited. Client information that might be utilized for identity theft including Social Security numbers, bank account numbers, and other personal information shall be kept under lock and key by the Grantee.
 5. The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall confirm with the "changes in use" restrictions specified in *24 CFR Parts 570.503 (b)(7)*, as applicable.
 6. All Grantee records with respect to any matters covered by this Agreement shall be made available to the City or HUD, at any time during normal business hours, as often as the City or HUD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after the Audit Report. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.
 7. At the City's discretion, the City may monitor the Grantee on-site to review all Grantee records with respect to any matters covered by this Agreement. A fifteen (15) day notice of an on-site monitoring will be provided and in accordance with

24 CFR 570 Part 570.502(b)(vii). On-site monitoring of the Grantee will be conducted less frequently than quarterly and more frequently than annually.

8. Under the conditions of 24 CFR 570.508, public access to program records shall be provided to citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality, notwithstanding 2 CFR 200.337.

C. REPORTING AND PAYMENT PROCEDURES:

1. Program Income

The Grantee agrees that this CDBG activity, as proposed, generates no program income as defined in 24 CFR 570.500(a) and therefore, the requirements of 24 CFR 570.504 are not applicable to this project. This paragraph does not nullify any of the requirements described in Section 2-D of this Agreement.

2. Payment Procedures

The City will pay to the Grantee/Contractor funds available under this contract based upon information submitted by the Grantee and consistent with any approved budget, and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Grantee. Final invoices must be received by City no later than 15 days after the end of the contract to be eligible for payment, unless an extension is given by the City.

3. Progress Reports

The Grantee shall submit regular progress reports to the City in the form, content, and frequency as required by the City.

D. PROCUREMENT:

1. Federal Standards

The Grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 215.40, Procurement Standards.

2. Compliance

The Grantee agrees to comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided therein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this contract.

E. OTHER PROGRAM REQUIREMENTS:

1. The Grantee shall carry out the activities under this contract in compliance with all Federal laws and regulations as described in *24 CFR 570 Subpart K*:
 - (1) 570.600, General;
 - (2) 570.601, Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063; 99;
 - (3) 570.602, Section 109 of the Act;
 - (4) 570.603, Labor Standards;
 - (5) 570.604, Environmental Standards;
 - (6) 570.605, National Flood Insurance Program;
 - (7) 570.606, Displacement, Relocation, Acquisition, and Replacement of Housing;
 - (8) 570.607, Employment and Contracting Opportunities;
 - (9) 570.608, Lead-Based Paint;
 - (10) 570.609, Use of Debarred, Suspended or Ineligible Contractors or Subrecipients;
 - (11) 570.610, Uniform Administrative Requirements and Cost Principles;
 - (12) 570.611, Conflict of Interest;
 - (13) 570.612, Executive Order 12372; and
 - (14) 570.613, Eligibility Restrictions for Certain Resident Aliens;
 - (15) 570.614, Architectural Barriers Act and the Americans with Disabilities Act; and except that:
 - (i) The Grantee does not assume the City's environmental responsibilities described in 570.604; and
 - (ii) The Grantee does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

SECTION 4 – PERSONNEL & PARTICIPANT CONDITIONS

A. CIVIL RIGHTS :

1. Compliance
 Grantee will comply with Federal requirements set forth in 24 CFR Part 5, subpart A which includes nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended, or ineligible contractors; and drug-free workplace.
2. Nondiscrimination
 The Grantee will not discriminate against any employee or applicant for employment, because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Grantee will take affirmative action to insure that all employment practices are free from such discrimination.

B. AFFIRMATIVE ACTION:

1. W/MBE

The Grantee will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract.

2. Access to Records

The Grantee shall furnish and cause each of its own subrecipients or subcontractors, to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. EEO Statement

The Grantee will, in all solicitations or advertisements for employees and/or contractors placed by or on behalf of the Grantee, state that it is an Equal Opportunity Employer under the provisions of 24 CFR 570.607(a).

4. Subcontract Provisions

The Grantee will include the provisions of the above paragraphs regarding Civil Rights and Affirmative Action in every subcontract, so that such provisions will be binding upon each of its own subrecipients or subcontractors. City will monitor all subcontracts/agreements to verify that Grantee is in compliance.

C. EMPLOYMENT RESTRICTIONS:

1. Labor Standards

The Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.

- a. This requirement applies for all contractors engaged under contracts in excess of \$2,000 and shall apply to residential properties only if such property contains no less than 8 units; for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract. The Grantee shall maintain and obtain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of the paragraph.

2. Section 3 Clause

The Grantee affirms that to the maximum extent possible it will employ local (Section 3) contractors on any projects using CDBG funds (under the provisions of 24 CFR 135).

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

- f. 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.
- g. 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).

D. CONDUCT:

1. Assignability

The Grantee shall not assign this contract or any of the payments that become due without the written consent of the City.

2. Subcontracts

The Grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such an agreement.

- a. The City will monitor all subcontracted services to assure contract compliance.
- b. The Grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- c. The Grantee shall undertake procedures to ensure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of contracts and subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Conflict of Interest

Except for approved administrative and/or personnel costs, no person having responsibilities dealing with CDBG assisted activities may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement, either for themselves or their family, during their tenure or for one year thereafter. In its entirety:

24 CFR §570.611 Conflict of interest.

(a) *Applicability.*

(1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.317 and 200.318, shall apply.

(2) In all cases not governed by 2 CFR 200.317 and 200.318, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(i)).

(b) *Conflicts prohibited.* The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) *Exceptions.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

(ii) Whether an opportunity was provided for open competitive bidding or negotiation;

(iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;

(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;

(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.

4. Religious Organization

The Grantee agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in *24 CFR 570.200(j)*. The Grantee hereby certifies that none of the beneficiaries of its activities or services are based upon any religious preference.

5. Political Activities and Lobbying

The Grantee agrees that under *24 CFR 507.207*, the following activities will not be assisted with CDBG funds:

- a. Buildings or portions thereof, used for the general conduct of government as defined at § 570.3(d);
- b. General government expenses; and
- c. Political activities.
- d. The Grantee certifies, to the best of his or her knowledge and belief, that:
 - (i) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
 - (ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
 - (iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to penalty as authorized by section 1352, Title 31, U.S. Code.

APPROVED BY: THE CITY OF GREAT FALLS:

Gregory T. Doyon, City Manager

DATE: _____

ATTEST:
(Seal of the City)

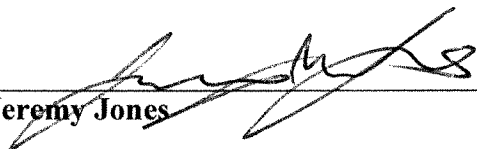
Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney *

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

APPROVED BY: **GREAT FALLS FIRE RESCUE**



Jeremy Jones