



**City Commission Meeting Agenda  
2 Park Drive South, Great Falls, MT  
Commission Chambers, Civic Center  
December 06, 2022  
7:00 PM**

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

Public participation is welcome in the following ways:

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

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL / STAFF INTRODUCTIONS**

**AGENDA APPROVAL**

**CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS**

**PETITIONS AND COMMUNICATIONS**

1. 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**

2. Miscellaneous reports and announcements from Neighborhood Councils.

**BOARDS AND COMMISSIONS**

3. Miscellaneous reports and announcements from Boards and Commissions.

4. Appointments to the Park and Recreation Board.

5. Reappointment/Appointment to the Regional Airport Authority Board.

6. Reappointment/Appointment to the Great Falls Planning Advisory Board/Zoning Commission.

7. Appointments to the Mansfield Center for the Performing Arts Advisory Board.

**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.*

- Minutes, November 15, 2022, City Commission Meeting.
- Total Expenditures of \$4,142,751 for the period of November 2, 2022 through November 23, 2022, to include claims over \$25,000, in the amount of \$3,198,634.
- Grants List.
- Approve the the purchase of one new 3-wheel Elgin Pelican street sweeper from Joe Johnson Equipment of Billings, through Sourcewell, formerly known as NJPA, for a total of \$266,509, including shipping.
- Ratify the contract proposal from First Due to provide Great Falls Fire Rescue with a records management software and ratify the contract proposal with Central Square for the annual subscription fee and the interface export between First Due and Central Square software.

**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

- Resolution 10481, A request from property owner, Casey Carter, for a Conditional Use Permit for a “Two-family Residence” land use upon the property addressed as 306 21st Avenue South. *Action: Conduct a public hearing and adopt or deny Res. 10481. (Presented by Craig Raymond)*
- Resolution 10484, A request from Discount Tire Company to vacate a portion of 10th Alley South between 24th Street South and 25th Street South. *Action: Conduct a public hearing and adopt or deny Res. 10484. (Presented by Craig Raymond)*
- Resolution 10485, A request from Kairos Youth Services for a Conditional Use Permit for a “Community Residential Facility, Type II” land use upon the property addressed as 1201 7th Avenue Northwest. *Action: Conduct a public hearing and adopt or deny Res. 10485 (Presented by Craig Raymond)*
- Resolution 10482, A request from Silver Stone Enterprises, LLC to annex the property addressed as 3801 2nd Avenue North and Ordinance 3253 to establish City zoning classification of R-6, Multi-family High Density for the newly created Tract 1, and C-1, Neighborhood Commercial for the newly created Tract 2. *Action: Conduct a joint public hearing and adopt or deny Res. 10482 and adopt or deny Ord. 3253. (Presented by Craig Raymond)*

## OLD BUSINESS

- Missouri River North Bank Stabilization Phase 1 Project. *Action: Approve or deny change order #1 with Winkler Excavating in the amount of \$167,733 and increase the total contract amount from \$581,700 to \$749,473. (Presented by Christoff Gaub)*

19. Amendment No. 1 to the May 19, 2021 Development Agreement between the City of Great Falls and the Great Falls Airport Authority for Tax Increment Financing funds. *Action: Approve or deny Amendment No. 1 to Development Agreement pertaining to expenditure of Great Falls International Airport District Tax Increment Financing (TIF) funds. (Presented by Craig Raymond)*

## **NEW BUSINESS**

20. Fire Stations Infrastructure Project, Professional Services Agreement. *Action: Approve or deny the Professional Services Agreement for design documents to renovate all fire stations including HVAC, dormitory and gym areas with Cushing Terrell in the amount of \$248,800 utilizing American Rescue Plan Act funds, and authorize or not authorize the City Manager to execute the contract documents. (Presented by Sylvia Tarman)*
21. Civic Center Systems Improvement Design Project, Professional Services Agreement. *Action: Approve or deny the Professional Services Agreement for design documents for the Civic Center HVAC, Boiler and Transformer Upgrades with Cushing Terrell in the amount of \$179,967 utilizing American Rescue Plan Act funds, and authorize or not authorize the City Manager to execute the contract documents. (Presented by Sylvia Tarman)*
22. City of Great Falls American Rescue Plan Act Sub-Awards Review Committee Recommendation. *Action: Approve or deny the recommendation of the City of Great Falls American Rescue Plan Act, or ARPA, Sub-Award Review Committee and allocate \$2,884,557 of the City's available ARPA balance to fund the fourteen identified grant applications. (Presented by Tom Hazen)*

## **ORDINANCES / RESOLUTIONS**

23. Ordinance 3252, Amending Title 2, Chapter 3, Section 030, of The Official Code of The City of Great Falls (OCCGF), Pertaining to Municipal Court Judges. *Action: Adopt or deny Ord. 3252. (Presented by David Dennis)*

## **CITY COMMISSION**

24. Miscellaneous reports and announcements from the City Commission.
25. 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: December 6, 2022  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Appointments to the Park and Recreation Board.  
**From:** City Manager’s Office  
**Initiated By:** City Commission  
**Presented By:** City Commission  
**Action Requested:** Appoint three members the Park and Recreation Board.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission appoint \_\_\_\_\_ to the Park and Recreation Board for the remainder of a three-year term through December 31, 2023, and appoint \_\_\_\_\_ and \_\_\_\_\_ for three-year terms from January 1, 2023 through December 31, 2025.”

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

**Summary:**

Board member, Brenda Keller, recently moved away from Great Falls and tendered her resignation effective September 12, 2022. Her term was scheduled to run through December 31, 2023. Last year when their terms were set to expire, Carol Bradley and Gary Arno offered to remain on the Board for an additional one-year term due to the lack of applicants. This would also assist with better staggering the terms for the future board members. The City Commission reappointed them during the December 7, 2021 Commission meeting for a term through December 31, 2022.

During the Commission meeting on February 1, 2022 the Commission appointed Arthur Taft and Shannon Wilson for three-year terms through December 31, 2024.

In September staff began advertising to fill the remainder of Ms. Keller’s term immediately and the two vacancies from Ms. Bradley and Mr. Arno effective January 1, 2023. When the advertisement closed at the end of September, five applications were received. Applications were received from: Erin Borland, Kevin Angland, Anne Schmidt, Joshua Lamy, and Sarah Case. These applications were forwarded to Park and Recreation for their Board consideration and recommendation.

**Board Recommendation:**

The Park and Recreation Board met on November 14, 2022 and recommended appointing Erin Borland for the remainder of a three-year term through December 31, 2023 to fill Ms. Keller’s position and appoint

Kevin England and Anne Schmidt to fill the three-year terms from January 1, 2023 through December 31, 2025.

**Background:**

The Park and Recreation Board consists of seven members who act in an advisory capacity to the City Commission and the City Manager on all matters related to the Park and Recreation program in the City of Great Falls. Pursuant to Ordinance 3169, members must reside within the City.

|                 |                        |             |
|-----------------|------------------------|-------------|
| Carol Bradley   | 4/7/2020 – 12/31/2022  | term ending |
| Gary Arno       | 4/7/2020 – 12/31/2022  | term ending |
| Dustin Jacobs   | 2/16/2021 – 12/31/2023 |             |
| Patrick Carroll | 4/7/2020 – 12/31/2023  |             |
| Brenda Keller   | 5/4/2021 – 12/31/2023  | resigned    |
| Arthur Taft     | 2/1/2022 – 12/31/2024  |             |
| Shannon Wilson  | 2/1/2022 – 12/31/2024  |             |

**Alternatives:**

The Commission could choose not to appoint the Park and Recreation Board recommended applicants, appoint other applicants or ask staff to continue advertising.

**Attachments:**

Applications



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

Agenda #4.

*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*

**RECEIVED**  
SEP 13 2022  
CITY MANAGER  
9-13-22

|   |  |
|---|--|
| Board/Commission Applying For:<br><b>Park and Recreation Advisory Board</b> | Date of Application:<br><b>9-13-22</b> |
|---|--|

Name:  
**Erin Borland**

|  |   |
|--|---|
| Home Address:<br><b>4227 7th Ave N</b> | Email address:<br><b>ebrown.wvu@gmail.com</b> |
|--|---|

|                                      |                                 |             |
|--------------------------------------|---------------------------------|-------------|
| Home Phone: <b>cell 724-472-7429</b> | Work Phone: <b>406-452-6146</b> | Cell Phone: |
|--------------------------------------|---------------------------------|-------------|

|  |                             |
|--|-----------------------------|
| Occupation:<br><b>Landscape Designer and Estimator</b> | Employer:<br><b>Greenup</b> |
|--|-----------------------------|

Would your work schedule conflict with meeting dates? Yes  No  (If yes, please explain)

Related experiences or background:  
**I worked in city planning for six years and worked closely with Park and Rec on the DCIP grant and rec center project.**

Educational Background:  
**I have a ~~B~~BSLA and a Masters in Landscape Architecture.**

**IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:**

Previous and current service activities:  
**I am the chairman of the board for the farmer's market where I volunteer my time coordinating and running the farmers market and sponsored craft events. I also volunteer my time at my church, ~~at~~ UCC of Great Falls.**

Previous and current public experience (elective or appointive):  
**My public experience in Great Falls comes from my time as a planner for the city where I was also Planner III for several years supervising the planners.**

Membership in other community organizations:

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

Planning and Community Development Feb 2016 - Apr 2022

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

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

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

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

I always enjoyed working with Park and Rec in the past on projects and I would love to take my experience in landscape design as well as my service work in the community and now apply it to this board.

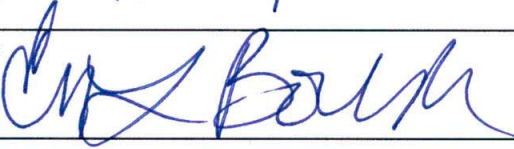
Please describe your experience and/or background which you believe qualifies you for service on this board/commission?

As stated above I feel my landscape design background and project management can bring new ideas to the board.

Additional comments:

I would love to continue working with the park and rec department by serving on this board and serving my community.

Signature



Date:

9-13-22

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

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

Fax:  
(406) 727-0005

Email:  
kartis@greatfallsmt.net



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

*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:<br><b>Park and Recreation Board</b>  |             | Date of Application:<br><b>9-15-2022</b>        |
| Name:<br><b>Kevin Angland</b>   |             |   |
| Home Address:<br><b>2800 4<sup>th</sup> Ave N, Great falls MT 59401</b>   |             | Email address:<br><b>Kevinangland@gmail.com</b> |
| Home Phone:   | Work Phone: | Cell Phone:<br><b>406-850-0328</b>              |
| Occupation:<br><b>Planner</b>   |             | Employer:<br><b>Cascade County</b>              |
| Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)  |             |   |
| Related experiences or background: <b>I have a bachelors degree in community and environmental planning and I currently work for Cascade County in the planning department. I have a strong knowledge of public board procedures and public processes. I understand general land use practices and am now a member of the American Planning Association and Montana Association of planners</b>   |             |   |
| Educational Background:<br><b>BA Community and Environmental Planning, GIS</b>  |             |   |
| <b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>   |             |   |
| Previous and current service activities: <b>In the past I have volunteered with the Special Olympics, Little League organizations, and was affiliated with American Legion through baseball.</b>  |             |   |
| Previous and current public experience (elective or appointive): <b>I have not been elected or appointed, but through the Planning department I regularly attend Cascade County Commission, Zoning board, and Planning board meetings. While attending these meetings I have dealt with the public in my preparations of staff reports, which I have read and presented to the public record.</b> |             |   |
| Membership in other community organizations: <b>None at this time.</b>  |             |   |



|  |                         |
|--|-------------------------|
| 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 type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?   |                         |
| Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?   |                         |
| Please describe your interest in serving on this board/commission? <i>I am a frequent user of Great Falls City Parks, and I would like to join the board to assist the Parks and Recreation Department in maintaining and improving the exemplary outdoor space and public venues that the City owns. I look to be part of a board that encourages the citizens of Great Falls to get outside and stay active, especially the youth.</i> |                         |
| Please describe your experience and/or background which you believe qualifies you for service on this board/commission? <i>I believe that my land use planning and governmental background would qualify me for this board.</i>  |                         |
| Additional comments:   |                         |
| Signature<br><i>Kevin England</i>  | Date:<br><i>9-15-22</i> |

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

**RECEIVED**  
SEP 22 2022  
CITY MANAGER

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

|   |             |  |
|---|-------------|--|
| Board/Commission Applying For:<br><i>Park + Recreation</i>  |             | Date of Application:<br><i>9/20/2022</i>               |
| Name:<br><i>Anne Schmidt</i>  |             |  |
| Home Address:<br><i>3349 13th Ave S.</i>  |             | Email address:<br><i>getoutsideandplay15@gmail.com</i> |
| Home Phone:   | Work Phone: | Cell Phone:<br><i>206 550 5278</i>                     |
| Occupation:<br><i>Teacher</i>   |             | Employer:<br><i>GFPS</i>                               |
| Would your work schedule conflict with meeting dates? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (If yes, please explain) <i>BUT</i><br><i>I have discussed the 3PM meeting time w/ my principal.</i>  |             |  |
| Related experiences or background:<br><ul style="list-style-type: none"> <li>• worked as a recreation specialist for the City of Kent, WA park + rec</li> <li>• counselor at Flathead Lutheran Bible camp - <i>lead many outdoor rec trips</i></li> <li>• Physical education teacher</li> <li>• college softball coach</li> </ul> |             |  |
| Educational Background:<br><i>BA in Physical Education from Pacific Lutheran University</i><br><i>MS in Sports Administration from Seattle Pacific University</i>   |             |  |
| <b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>   |             |  |
| Previous and current service activities:<br><ul style="list-style-type: none"> <li>• Member of social committee - Electric City Pickleball Club, GF (current)</li> <li>• secretary of church council - Kent Lutheran, WA (previous)</li> <li>• lay minister - Kent Lutheran, WA (previous)</li> </ul>                             |             |  |
| Previous and current public experience (elective or appointive):<br><i>none</i>   |             |  |
| Membership in other community organizations:<br><i>none</i> Member of Our Savior's Lutheran   |             |  |

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

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

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


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

Please describe your interest in serving on this board/commission?  
I have quite a bit of experience participating in ~~the~~ recreation activities offered by cities in which I have lived previous. I have also worked for a high-functioning Park & Rec department. I would like to bring a perspective that is interested in expanding recreation opportunities to GF. I grew up in GF and know the legacy of the parks over the



Please describe your experience and/or background which you believe qualifies you for service on this board/commission? past 40+ years. With the forward movement and growth projected over the next 5+ years, I believe my experience in recreation, working at various levels, education, and service will best provide a fresh perspective on an important board.

Additional comments:  
I have a passion for recreational activities and believe everyone can find an activity to get them outside playing in our great parks.

Signature 

Date: 9/20/2022

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**BOARDS AND COMMISSIONS  
CITIZEN INTEREST FORM  
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Agenda #4.

**RECEIVED**  
SEP 27 2022  
CITY MANAGER

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

|   |                                    |  |  |
|---|------------------------------------|--|--|
| Board/Commission Applying For:<br><b>Park and Recreation Board</b>  |                                    | Date of Application:<br><b>9/15/2022</b>           |  |
| Name:<br><b>Joshua Lamy</b>   |                                    |  |  |
| Home Address:<br><b>61 36th Ave NE Great Falls, MT 59404</b>  |                                    | Email address:<br><b>josh@nelsonarchitects.com</b> |  |
| Home Phone:<br><b>N/A</b>   | Work Phone:<br><b>406 727-3286</b> | Cell Phone:<br><b>702 286-8812</b>                 |  |
| Occupation:<br><b>Construction Administrator</b>  |                                    | Employer:<br><b>Nelson Architects</b>              |  |
| Would your work schedule conflict with meeting dates?    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)                             |                                    |  |  |
| Related experiences or background:<br><b>I am a lifelong athlete and coach. I have coached children and adults in numerous sports and activities.</b>                             |                                    |  |  |
| Educational Background:<br><br><b>Community College of the Air Force degree in Ecological Controls</b>  |                                    |  |  |
| <b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>   |                                    |  |  |
| Previous and current service activities:<br><br><b>Basketball, baseball and soccer coach<br/>Soccer referee and Softball Umpire<br/>HOA Board member, Las Vegas, NV 2009-2012</b> |                                    |  |  |
| Previous and current public experience (elective or appointive):<br><br><b>None</b>   |                                    |  |  |
| Membership in other community organizations:<br><br><b>None</b>   |                                    |  |  |

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

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

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

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

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

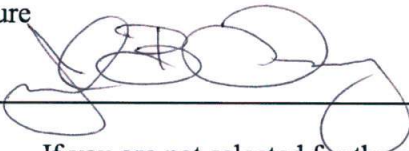
I have been interested in community involvement for a long time, however previous work commitments prevented me from being able to contribute. I now have the time and opportunity to participate and parks and recreation is something I am passionate about.

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

I was active duty in the Air Force for 22 years and had the opportunity to lead, participate and be involved with thousands of people around the world. I would use these experiences to help serve this board and the community to provide the best service possible.

Additional comments:

Signature



Date:

9/15/2022

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



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

|  |                          |  |
|--|--------------------------|--|
| Board/Commission Applying For:<br>PARKS AND RECREATION   |                          | Date of Application:<br>9/27/22                |
| Name:<br>SARAH C CASE  |                          |  |
| Home Address:<br>2012 4 <sup>TH</sup> STREET NE, APT. B, GREAT FALLS, MT 59404   |                          | Email address:<br><u>WYOSARAH203@YAHOO.COM</u> |
| Home Phone:  | Work Phone: 406-727-6222 | Cell Phone: 307-363-3334                       |
| Occupation:<br>TRANSPORTATION COORDINATOR  |                          | Employer:<br>PACIFIC STEEL & RECYCLING         |
| Would your work schedule conflict with meeting dates? No (If yes, please explain)<br>My employer allows flexibility for community involvement and meetings   |                          |  |
| Related experiences or background: I am a former communications manager for a chamber of commerce (Campbell County, Wyo.), where I liaised with a beautification committee and spearheaded an annual home and garden show.   |                          |  |
| Educational Background:<br>Bachelor of Science, Communications, University of Wyoming, 2001  |                          |  |
| <b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>  |                          |  |
| Previous and current service activities: American Legion Auxiliary Unit 42 (Campbell County, Wyo) former secretary (2003-2004), current member; Veterans Home of Wyoming Angel Tree gift project co-coordinator (2012-current); National High School Finals Rodeo registration and gate volunteer (2018); Weyerhaeuser Cardboard Boat Regata (Longview, Wash.) timekeeper, 2012; The Daily News Gingerbread Haus Contest co-coordinator (2011) |                          |  |
| Previous and current public experience (elective or appointive): NONE  |                          |  |
| Membership in other community organizations: NONE CURRENTLY  |                          |  |

Have you ever worked for or are you currently working for the City of Great Falls? No

Do you have any relatives working or serving in any official capacity for the City of Great Falls? No


Have you ever served on a City or County board? No

Are you currently serving on a Board? No

Please describe your interest in serving on this board/commission?  
As a new resident of Great Falls, I have appreciated and enjoyed the city's parks and trails. My goal is to do my part to help ensure others are able to continue enjoying the city's beautiful open spaces.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?  
My current and previous volunteer activities demonstrate an eagerness to be involved in my communities and to give back to the people who live in them and visit them. I hope to be able to do that in Great Falls in this capacity, as well.

Additional comments:

Signature 

Date: 9/22/22

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Commission Meeting Date: December 6, 2022  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Reappointment/Appointment to the Regional Airport Authority Board.

**From:** City Manager’s Office

**Initiated By:** City Commission

**Presented By:** City Commission

**Action Requested:** Reappoint one member and appoint one new member to the Regional Airport Authority Board.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (reappoint/not reappoint) Richard Gibbs and (appoint/not appoint) Jordan Husted to the Great Falls Regional Airport Authority Board for three-year terms through December 31, 2025.”

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

**Summary:** Vincent Bakke was appointed to the Airport Board in December 2016 and has served two full terms therefore is ineligible for an additional term. Richard Gibbs was appointed on January 21, 2020 for a three-year term through December 31, 2022 and is interested and eligible for a second term. His application is attached to this report for reappointment consideration. City staff advertised for citizen interest and received an application from Jordan Husted. Mr. Husted’s application is also attached.

The Airport Authority and the Airport Authority Board does not generally make recommendations on appointing or reappointing Board Members. The City Commission chose to interview the applicant during a special Work Session on December 6, 2022 just prior to this meeting.

On November 10, 2022, the City received notification from City’s appointed Board Member, Anthony Aretz that he was appointed by the County Commission to serve as one of their board representatives as he lives outside the City limits. His term as a City representative originally ran through December 31, 2023. City staff has begun advertising to fill his vacancy.

|                            |  |
|----------------------------|--|
| Members of this board are: | Term end dates:                        |
| Vincent Bakke (City)       | 12/31/2022 – Termed                    |
| Todd Timboe (City)         | 12/31/2023                             |
| Richard Gibbs (City)       | 12/31/2022 – Seeking reappointment     |
| Vacant (City)              | 12/31/2023 – Vacated by Anothony Aretz |



|                        |   |
|------------------------|---|
| Sean Hoven (County)    | 12/31/2024  |
| Anthony Aretz (County) | 12/31/2023 – Appointed as County member 11/9/2022 |
| Casey LaLonde (County) | 12/31/2024  |

**Background:**

The Regional Airport Authority consists of seven members, four appointed by the City Commission and three appointed by the Cascade County Commission. It is the City Commission’s consensus that City appointed members be City Residents. The Authority serves as the governing and policy setting body for the operation and management of the Great Falls International Airport. Its duties include employing the Airport Director, who hires staff and oversees the day-to-day operations of the Great Falls International Airport.

**Alternatives:** The City Commission could chose not to reappoint or appoint and direct staff to advertise for other interested candidates.

**Concurrences:** Staff will continue to advertise for the additional vacancy with Mr. Aretz transferring to a County appointed member.

**Attachments:**

- Application from Mr. Gibbs
- Application from Mr. Husted
- Appointment letter from County for Mr. Aretz



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

Agenda #5.

*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:<br><p align="center">Airport Authority</p>   |   | Date of Application:<br><p align="center">12/20/2019</p>      |
| Name:<br><p align="center">Richard Gibbs</p>  |   |   |
| Home Address:<br><p align="center">2301 8th Ave South Great Falls, MT 59405</p>   |   | Email address:<br><p align="center">richgibbs2301@msn.com</p> |
| Home Phone:<br><p align="center">761-4035</p>   | Work Phone:<br><p align="center">453-2344 ext 207</p> | Cell Phone:<br><p align="center">750-0928</p>                 |
| Occupation:<br><p align="center">Director of Maintenance and Operations</p>   |   | Employer:<br><p align="center">Avmax</p>                      |
| Would your work schedule conflict with meeting dates?    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)   |   |   |
| Related experiences or background:<br><p>I have been involved in the aviation industry for 38 years as a licensed FAA mechanic and pilot. I have owned and managed aviation businesses in Great Falls and Dallas, TX. By virtue of my experience, I have gained a solid understanding of Airport operations and the value they provide a community.</p> |   |   |
| Educational Background:<br><p align="center">Great Falls High School graduate<br/>Helena Vocational-Technical School Graduate (FAA mechanic ratings)</p>  |   |   |
| <b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>   |   |   |
| Previous and current service activities:<br><p align="center">None</p>  |   |   |
| Previous and current public experience (elective or appointive):<br><p align="center">Unsuccesfully ran for City Commision approximately 20 years ago.</p>  |   |   |
| Membership in other community organizations:<br><p align="center">None</p>  |   |   |

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

Agenda #5.

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

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

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

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

I have always had an interest in giving back to the community. I feel it is important to share the experience and knowledge we have gained throughout our lives in a positive and constructive manner.

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

I have worked on the Great Falls Airport for the past 26 years and before that at airports in Texas. I have gained a real understanding of airport operations and the value they provide to a community. I have seen the good and bad that individuals can bring to these boards. It is important that one accepts these positions with an open mind and the best interest of the citizens of Great Falls at the forefront.

Additional comments:

Signature



Date:

12/20/2019

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

**Return this form to:**

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

Fax:  
(406) 727-0005

Email:  
kartis@greatfallsmt.net



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

**RECEIVED**  
OCT 27 2022  
CITY MANAGER

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

|   |                            |   |
|---|----------------------------|---|
| Board/Commission Applying For:<br>Regional Airport Authority Board  |                            | Date of Application:<br>10/27/2022              |
| Name:<br>Jordan Husted  |                            |   |
| Home Address:<br>439 Park Garden Road Great Falls MT, 59404   |                            | Email address:<br>jordan.husted@edwardjones.com |
| Home Phone: N/A   | Work Phone: (406) 727-1111 | Cell Phone: (406) 868-9963                      |
| Occupation:<br>Financial Advisor  | Employer:<br>Edward Jones  |   |
| Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)  |                            |   |
| Related experiences or background:<br>While I am a frequent traveler, I do not have prior experience serving directly on an airport authority board.  |                            |   |
| Educational Background: Bachelor of Arts in economics and finance from Bethel University<br>Master of Science in personal financial planning from University of Missouri – Columbia   |                            |   |
| <b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>   |                            |   |
| Previous and current service activities:<br>Past Activities<br>Board member, Paris Gibson Square, Great Falls art nonprofit<br>Board member ex officio, United Way of Cascade County<br>Member, Executive Advisory Council, Great Falls College – MSU<br>President, Connect Great Falls, a group of young professionals who support bettering the community |                            |   |
| Previous and current public experience (elective or appointive):<br><br>N/A   |                            |   |
| Membership in other community organizations:<br><br>While I have a stronger network in the community, I am not currently involved with any specific community organizations.  |                            |   |

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

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


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

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

Please describe your interest in serving on this board/commission?  
As a lifetime Great Falls resident, I take pride in the community's ongoing growth and development. I believe a strong airport is key to the north-central Montana region's long-term success. Recruiting professionals from outside the state to work at businesses such as our local financial institutions and healthcare organizations requires us to offer convenient, affordable flights so that moving to Great Falls doesn't translate into having limited access to visit one's friends and relatives out-of-state. As an avid personal traveler and businessperson in the community, I believe I could contribute to the airport authority board in meaningful ways, ensuring that the Great Falls International Airport is as strong as it can be.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?  
In my role as a financial advisor, I have spent several years closely monitoring the economics of the airline industry. My profession, combined with the fact that I was raised in Great Falls, have also afforded me the opportunity to be well-connected with the community as a whole, keeping my finger on the pulse of the community's sentiment towards the airport. In my personal life, I travel extensively, utilizing the Great Falls International Airport as my home base. Most importantly, my passion for community development and growth are unparalleled, and I believe those traits would be of great value to the airport authority.

Additional comments:

Signature 

Date: 10/27/2022

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# CASCADE COUNTY

**Board of County Commissioners**  
325 2nd Avenue North  
Great Falls, MT 59401  
Tel. 406.454.6810  
Fax 406.454.6945  
[commission@casadecountymt.gov](mailto:commission@casadecountymt.gov)  
[www.casadecountymt.gov](http://www.casadecountymt.gov)

November 10, 2022

Mr. Anthony Aretz  
4701 Flood Road  
Great Falls, MT 59404

Dear Mr. Aretz,

The Cascade County Board of Commissioners unanimously appointed you to the Great Falls Airport Authority Board at a November 9, 2022 Commission meeting, filling a county seat that was recently vacated by Robert David Smith. The term expiration date for this appointment is December 31, 2023. Thank you for your willingness to serve on this board.

Best Regards,

**Bonnie Fogerty**

Office Manager  
325 2<sup>nd</sup> Avenue North, Room 111  
Great Falls, MT 59401  
(406) 454-6810 office  
(406) 454-6945 fax  
[bfogerty@casadecountymt.gov](mailto:bfogerty@casadecountymt.gov)

cc: John Faulkner, Airport Authority



Commission Meeting Date: December 6, 2022

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Reappointment/Appointment to the Great Falls Planning Advisory Board/Zoning Commission

**From:** City Manager's Office

**Initiated By:** City Commission

**Presented By:** City Commission

**Action Requested:** Reappoint one member and appoint one new member to the Great Falls Planning Advisory Board/Zoning Commission.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (reappoint/not reappoint) Pat Green and (appoint/ not appoint) Julie Essex to the Great Falls Planning Advisory Board/Zoning Commission for three-year terms through December 31, 2025.”

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

**Summary:** Charles Pankratz was appointed on June 20, 2017 to fill the remainder of a three-year term and was reappointed for his first full three-year term on January 7, 2020. This term is set to expire on December 31, 2022 and he is not interested in serving another term. Pat Green was appointed to the remainder of a three-year term from May 4, 2021 through December 31, 2022. He is eligible and interested in serving an additional full three-year term. Staff has advertised for citizen interest and one application was received from Julie Essex.

During their meeting on November 22, 2022 the Planning Board recommended reappointing Mr. Green and appoint Ms. Essex to three-year terms through December 31, 2025.

**Background:** The Great Falls Planning Advisory Board was created in lieu of the Great Falls City-County Planning Board. Further, the advisory board has jurisdiction within the City limits; consists of seven citizen members appointed by the City Commission; and, performs and provides the duties, services and functions specified in Ordinance No. 2913, generally involving growth policies, subdivision applications and plats, annexation applications, zoning and rezoning petitions, conditional use permits, long range planning, transportation planning, Community Transportation Enhancement Program administration, historic preservation services, etc. Members must reside within the city limits. City employees and elected officials are not eligible for appointment.

Current Board Members:

|                      |                        |                          |
|----------------------|------------------------|--------------------------|
| Charles Pankratz     | 6/20/2017 – 12/31/2022 | Completed term           |
| Pat Green            | 5/4/2021 – 12/31/2022  | Requesting reappointment |
| Lindsey Bullock      | 3/2/2021 – 12/31/2023  |                          |
| Tory Mills           | 3/6/2018 – 12/31/2023  |                          |
| Kelly Buschmeyer     | 1/1/2019 – 12/31/2024  |                          |
| Samantha Shinaberger | 1/1/2019 – 12/31/2024  |                          |
| Dave Bertelsen       | 8/15/2017 – 12/31/2024 |                          |

**Alternatives:** City Commission could choose not to reappoint Pat Green or appoint Julie Essex and direct staff to continue to advertise.

**Concurrences:** During the Planning Board meeting on November 22, 2022, the Board made recommendations on the reappointment and appointment.

**Attachments/Exhibits:**  
Applications





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

**RECEIVED**  
FEB 23 2021  
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:   |                   | Date of Application:   |
| BOARD OF ADJUSTMENT/APPEALS  |                   | 02/22/2021             |
| Name:  |                   |                        |
| Pat Green  |                   |                        |
| Home Address:  |                   | Email address:         |
| 3309 5th Avenue NW, Great Falls, MT 59404-5040   |                   | jackal_250@hotmail.com |
| Home Phone:  | Work Phone:       | Cell Phone:            |
|  | 253-353-5740      | 253-353-5740           |
| Occupation:  | Employer:         |                        |
| Entrepreneur   | Dilettante Crafts |                        |
| Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)   |                   |                        |
| Related experiences or background:   |                   |                        |
| I was a Civil Designer in the Puget Sound Area for almost twenty years.  |                   |                        |
| Educational Background:  |                   |                        |
| I have an associates degree in Architectural CAD Design  |                   |                        |
| <b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>  |                   |                        |
| Previous and current service activities:   |                   |                        |
| I was never in the Military, the closest I got was becoming an Eagle Scout.  |                   |                        |
| Previous and current public experience (elective or appointive):   |                   |                        |
| I was class president for my CAD class.  |                   |                        |
| Membership in other community organizations:   |                   |                        |
| I was an executive officer in the South Sound Civil Defense Group for two years. Where I joined The Tacoma CERT Group where we practiced emergency response to natural disasters with our neighbors. |                   |                        |

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

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

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

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

Please describe your interest in serving on this board/commission?  
I am curious how the other side of the process works, since I have been working in the private side my whole career.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?  
In Washington I worked with multiple jurisdictions on a variety of projects from simple lot design, to road way design, and subdivision lay outs, road sections and profiles. I have worked in Survey also, and imported raw data, created surfaces, and various survey documents. I started out Working with Asarco on the Ruston smelter super fund site in 2000, moved to Apex Engineering about 5 years later, where I got laid off from when the housing market crashed in 2009. After almost 2 years I found a position with Decker Consulting who I worked with until early 2020.  
Additional comments:

Signature

*Patrick E. Sun*

Date:

*02/23/2021*

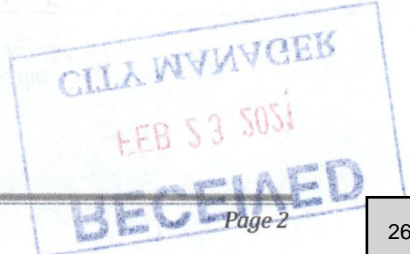
If you are not selected for the current opening, your application may be kept active for up to one year by contacting the City Manager's office. Should a board/commission vacancy occur within 30 days from the last City Commission appointment, a replacement member may be selected from citizen interest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

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

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

|  |                         |  |  |
|--|-------------------------|--|--|
| Board/Commission Applying For:<br>Great Falls Planning Advisory Board  |                         | Date of Application:<br>10/24/2022             |  |
| Name:<br>Julie A Essex   |                         |  |  |
| Home Address:<br>1309 46th Avenue NE   |                         | Email address:<br>jaessex@icloud.com           |  |
| Home Phone:  | Work Phone:<br>791.9241 | Cell Phone:<br>303.522.8702                    |  |
| Occupation:<br>Environmental Health Specialist   |                         | Employer:<br>City and County Health Department |  |
| Would your work schedule conflict with meeting dates?    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)  |                         |  |  |
| Related experiences or background:<br>My experience involves creating and implementing security relevant changes to classified networks. These skills of reading requirements and matching the requirements to existing and desired outcomes would transfer to the needs of the Planning Advisory Board. |                         |  |  |
| Educational Background:<br>BS Computer Information Systems<br>AAS Medical Laboratory Technology  |                         |  |  |
| <b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>  |                         |  |  |
| Previous and current service activities:<br>N/A  |                         |  |  |
| Previous and current public experience (elective or appointive):<br>N/A  |                         |  |  |
| Membership in other community organizations:<br>N/A  |                         |  |  |

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

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


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

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

Please describe your interest in serving on this board/commission?  
I have recently moved from a large metro area to the city of Great Falls. Having lived in the city of Denver from 1991 to October of 2022 I witnessed several changes that came with population growth. I have a desire to serve as a participant in the growth and economic progress of Great Falls.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?  
My background involves working in a position that required great attention to detail, the ability to foresee complications from courses of actions and the capacity to understand the need for compromise.

Additional comments:  
I am excited about living in Great Falls and have a strong desire to maintain the quality of life. I recognize how essential proper planning for improvements, expansion of business and maintenance of the infrastructure is to the well-being of the residents.

Signature:  Date: 10/24/2022

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

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kartis@greatfallsmt.net



Commission Meeting Date: December 6, 2022  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Appointments to the Mansfield Center for the Performing Arts Advisory Board

**From:** City Manager's Office

**Initiated By:** City Commission

**Presented By:** City Commission

**Action Requested:** Appoint two members to the Mansfield Center for the Performing Arts Advisory Board for three-year terms through December 31, 2025.

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (appoint/not appoint) Benjamin Nelson and Caryl Olmstead for three-year terms through December 31, 2025.”

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

---

**Summary:** In early January 2021, board member Kyler Baker resigned from the Mansfield Board. The City began advertising on the City's Website for that vacancy. The City received an application from Carl Donovan on March 28, 2022. Mr. Donovan previously served on the Board from January 2013 through December 2018. He was eligible to serve and was appointed by the City Commission on June 7, 2022 for a three-year term through December 31, 2024.

In December 2021, the terms for Larry Gomoll, Patty Holmes-Myers and Nancy Clark expired. Mr. Gomoll is not interested in continuing to serve on the Board. Ms. Holmes-Myers served two full terms and is not eligible for another term. Ms. Clark recently moved outside of city limits making her ineligible to continue serving on the board. Advertising has been on-going throughout the year. Applications were received from Caryl Olmstead, Benjamin Nelson and Randall Knowles.

**Board Recommendation:** On November 18, 2022 Ms. Olmstead and Mr. Nelson attended the Mansfield Board Meeting to be introduced and their applications considered. Mr. Knowles was not available so his application will be held for a future meeting in which the Board can review and meet with him. The Board recommended that the City Commission appoint Benjamin Nelson and Caryl Olmstead for three-year terms through December 31, 2025.

**Background:**

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

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

Continuing members of this Board are:

|                        |                         |
|------------------------|-------------------------|
| Grant Harville         | 12/19/2017 – 12/31/2022 |
| Christina Horton       | 10/3/2018 – 12/31/2023  |
| Krystina Thiel-Smalley | 1/6/2021 – 12/31/2023   |
| Carl Donovan           | 6/7/2022 – 12/31/2024   |

Members leaving the Board:

|                    |                        |
|--------------------|------------------------|
| Patty Holmes-Myers | 1/1/2016 – 12/31/2021  |
| Larry Gomoll       | 3/5/2019 – 12/31/2021  |
| Nancy Clark        | 11/7/2017 – 12/31/2021 |

Citizens interested in serving on the Board:

Caryl Olmstead  
 Benjamin Nelson  
 Randall Knowles

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

**Attachments:**

Applications



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

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

|   |                   |  |
|---|-------------------|--|
| Board/Commission Applying For:<br>Mansfield Center for Performing Art   |                   | Date of Application:<br>May 31, 2022       |
| Name:<br>Caryl Olmstead   |                   |  |
| Home Address:<br>405 Park Drive<br>Great Falls, MT 59401  |                   | Email address:<br>Caryl.olmstead@gmail.com |
| Home Phone:<br>NA   | Work Phone:<br>NA | Cell Phone:<br>860.655.1840                |
| Occupation: Retired<br>Former: VP Operations, Global Strategic Accounts<br>North America  |                   | Employer:<br>Sodexo                        |
| Would your work schedule conflict with meeting dates?    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain) |                   |  |
| Related experiences or background:<br><br>See attached document   |                   |  |
| Educational Background:<br><br>Masters Public Health<br>BA – Biology<br>BS – Occupational Safety & Health   |                   |  |
| <b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>   |                   |  |
| Previous and current service activities:<br><br>See attached  |                   |  |
| Previous and current public experience (elective or appointive):<br><br>NA  |                   |  |
| Membership in other community organizations:<br><br>See attached & currently seeking additional volunteer opportunities                               |                   |  |

|   |       |
|---|-------|
| 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 type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?  |       |
| Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?  |       |
| Please describe your interest in serving on this board/commission?<br><br>See attached  |       |
| Please describe your experience and/or background which you believe qualifies you for service on this board/commission?<br><br>See attached   |       |
| Additional comments:  |       |
| Signature<br><i>CM Olmstead</i>   | Date: |

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

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Caryl Olmstead  
[caryl.olmstead@gmail.com](mailto:caryl.olmstead@gmail.com)  
860.655.1840

"You can take the girl out of Montana, but you can't take Montana out of the girl"... after 35 years away I finally found myself home. Paramount in my decision to move back to Great Falls, is the opportunity to serve the community. Since my return I have been surprised, and extremely impressed, with the positive changes that have transpired. The strategies set forth by the GFDA, as well as the City, underscores the passion and strategy needed for the continued growth of the area.

The Mansfield Center for Performing Arts provides the cultural services necessary for a growing community and is an area where I have passion and interest.

I have the following executive experience, knowledge and competencies including: diversity of thought and experience, strategic planning, collaboration and team work, cross functional alignment, client services, presentation skills (including Corporate Board of Directors) and multi-million dollar budget oversight.

Although my career limited my opportunities for community service (due to extensive national travel) I have provided volunteer services including:

#### Current

- ▶ Park Plaza Board of Directors – Treasurer
- ▶ Executive Mentoring – currently participate in an international group of leaders that volunteer as a mentors for the next generation of female leaders.

#### Prior

- ▶ Squam Lakes Natural Science Center: Holderness, NH
- ▶ PAWS: Philadelphia Animal Welfare Society, Philadelphia, PA
- ▶ Christmas In October: Housing improvements for the underserved, Kansas City, MO

Thank you for your consideration.



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

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

|   |                      |   |
|---|----------------------|---|
| Board/Commission Applying For:<br><i>Mansfield Center For Performing Arts</i>   |                      | Date of Application:<br><i>21 July 2022</i>           |
| Name:<br><i>Benjamin C Nelson</i>   |                      |   |
| Home Address:<br><i>3118 4th Ave S, Great Falls, MT<br/>59405</i>   |                      | Email address:<br><i>benjamin.nelson.24@us.af.mil</i> |
| Home Phone:<br>_____  | Work Phone:<br>_____ | Cell Phone:<br><i>660.591.3021</i>                    |
| Occupation:<br><i>Air Force Officer</i>   |                      | Employer:<br><i>US Government</i>                     |
| Would your work schedule conflict with meeting dates?    Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (If yes, please explain)<br><i>I post out into the field for one entire week (every 3 weeks)</i>   |                      |   |
| Related experiences or background:<br><i>I wrote for a newspaper in college, reporting on local government and working alongside the city council and city administrator. I served on several executive roles in college. Interned with The Missouri Department of Labor in 2019.</i> |                      |   |
| Educational Background:<br><i>BA from The University of Missouri in History and Political Science<br/>Associates in Education from Moberly Area Community College</i>   |                      |   |
| <b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>   |                      |   |
| Previous and current service activities:<br><br><i>See attached form</i>  |                      |   |
| Previous and current public experience (elective or appointive):<br><br>_____   |                      |   |
| Membership in other community organizations:<br><br><i>I am currently transferring my rotary membership from Missouri to here in Great Falls</i>  |                      |   |

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

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

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

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

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

*See attached form*

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

*See attached form*

Additional comments:

*See attached form*

Signature



Date:

*21 July 2022*

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

# Benjamin C. Nelson

3118 4th Ave S, Great Falls, MT 59405

Phone: 660.591.3021

Email: benjamin.nelson.24@us.af.mil

## Summary

Natural leader who seeks to use his past volunteer and work experience to be influential in every opportunity, while guided by three Air Force Core Values: integrity, service before self, and excellence in all we do.

## Education

University of Missouri, Columbia, Missouri

**Graduation date: May 2021**

- BA: History
- Minor(s): Political Science, Military Science

Moberly Area Community College, Moberly, Missouri

**Graduation date: May 2017**

- Associate Degree: Teaching

## Involvement

- Pi Kappa Phi Greek Fraternity
  - Ad Astra Society **December 2018-May 2021**
  - Refounding Secretary **September 2020-present**
- Air Force ROTC **December 2018-December 2020**
  - Key Staff: Mission Support Group Commander **August 2017-April 2018, September 2018-May 2021**
  - Wing Public Affairs Officer **August 2020-December 2020**
  - Deputy Flight Commander **December 2019-May 2020**
- Rotary International **August 2019-December 2019**  
**March 2018-present**

## Work Experience

- **The United States Air Force, 2nd Lieutenant** **July 2021-present**
  - Holds title of Nuclear and Missile Operations Officer
  - Graduated Initial Skills Training with the Academic Achievement Award (98.3% cumulative test percentage)

- **Bass Pro Shops, Marine and Camping salesman, Columbia, Missouri**  
**October 2017-September 2021**
  - Awarded “Employee of the Month” by management
  - Visionary employee: remodels merchandise location throughout the store
  - Interim team lead for the Camping-Marine Department
  - Help customers find the right product
  - Receive merchandise from trucks and stocked products
  - Fielded customer phone calls as well as inquiries from other stores
  
- **The Macon County Home Press, Journalist, Macon, Missouri**  
**April 2017-September 2021**
  - Responsible for overseeing stories through every step of the journalistic process, from identifying newsworthy content to interviewing sources and finally editing articles
  - Cover topics ranging from elections and county affairs to human interest stories
  - Moderated a mayoral forum, a city council forum, and 18th District State Senate debate, for which I researched policy issues and prepared lists of questions
  - Published over 150+ stories reaching over 20,000 Northeast Missourians
  - Also published in Ralls County Herald and Monroe County Appeal
  
- **The Missouri Department of Labor, Communication Intern, Jefferson City, Missouri**  
**April 2019-August 2019**
  - Hosted “Ask the Expert” Facebook LIVE segments on behalf of the MO Department of Labor
  - Social media promotion of services provided by the department for Missourians
  - Assisted in writing formal letters on behalf of the director of the department
  
- **Macon County R-1, Substitute teacher, Macon, Missouri August 2016-April 2017**
  - Taught kindergarten as well as first and second grade classes
  - Tutored students in reading, math, science, and other subjects, and proctored exams

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### Volunteer Experience

- **Mizzou Pi Kappa Phi, Member**
  - Selected for “Gear up Florida” - raised over \$1,000
  - Participant in philanthropy’s (The Ability Experience) Bike-A-Thon
  - Raised money for philanthropy’s March Madness tournament; Beta Epsilon won the nationwide tournament in 2019

- Volunteered at Columbia's Rainbow House
- **Northeast Central Food Bank, *Volunteer***, Columbia, Missouri
  - Assist staff in canning, bagging, and labeling food for people across the northeastern part of the state
  - Volunteered over 50 hours
- **Alpha Phi Omega, *Member***
  - Completed various service projects for the campus, community, and nation
  - Worked with members of the community to beautify Columbia, complete research for area business, and other services
- **Rotary International, *Member***
  - Donated personal effects for orphans in Guatemala
  - Worked in high school concession stand to raise money for polio vaccinations
- **Air Force ROTC and Arnold Air Society, *Cadet/Member***
  - Cleaned up Faurot Field after sporting event
  - Road Cleanup on Adopt-A-Highway location near Stadium Blvd.
  - Care packages to troops overseas
  - Participant and fundraiser in MizzouThon
- **Mizzou Alternative Spring Break, *Member and Site Leader***
  - Fundraiser and participant of Spring Break 2019 and 2020 trips: Immigration and Refugee Advocacy along with Veteran's Advocacy
  - Served the Minnesota Hmong American Community in 2019 through their foodbank, local charter school, and administrative employment offices

## ***Boards and Commissions Citizen Interest Form***

### *Additional Document*

#### Previous and Current Service Activities:

- At the University of Missouri I served as the Secretary for my fraternity Pi Kappa Phi for two consecutive terms (compiling meeting minutes, distributing event notices, taking attendance, etc.)
- I also served as the Squadron Commander for Arnold Air Society at the University of Missouri in which I organized community service events, ran meetings, coordinated local outreach with community members and university leaders.
- I am currently serving as a 2<sup>nd</sup> Lieutenant in the United States Air Force. While stationed in California before moving to Montana, I organized two community service events for my flight in which we helped the Santa Barbara Food Pantry distribute meals to those in need within the Santa Maria Area. Additionally, I coordinated a food drive in which collected over 200lbs of donated food for the Santa Barbara Food Pantry.

#### Please describe your interest in serving on this board/commission:

- Short answer: I am exceptionally intrigued with local government and currently interested in serving in some capacity. I believe that the Mansfield Center for Performing Arts Board is a great place to start. I also am relatively new to the Great Falls area and look to this opportunity to help me understand and enjoy the local area more along with making connections with community members outside of my day-to-day job in the Air Force.
- Long answer: I wrote for a newspaper in Northern Missouri for four years and worked alongside the Mayor, City Council, and City Administrator in covering local events and the work of the local city government. In 2018 I moderated a City Council and Mayoral Forum for the City of Macon ahead of the upcoming April Municipal Election that year. These experiences and more, quickly grew a passion for local government and the direct impact that it can have on the community. I had a strong working relationship with the City of Macon and with that, had the chance to be part of conversations, meetings, and events that others typically couldn't be a part of. I would spend hours in the City Administrator's office just talking about visions, goals, and contemporary progress and issues facing the city. I truly miss that part of my life and would love to restore at some capacity (through volunteering) that involvement within local city government. Of the commissions that have openings at this time, I believe that the Mansfield Center for Performing Arts Board best represents an opportunity for me to do just that.

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

- At the end of the day, like I mentioned above, I believe my time at the newspaper in Northern Missouri best qualifies me for this position. I had the chance to intimately work alongside the City of Macon for four years while understanding how local government works, the day-to-day operations of city commissions, city council, and the city administrator. Those interactions with community members, leaders, and business owners not only best prepared me for new chapters after I graduated college, but also possible new chapters in public service. Even though I was a reporter and often kept my opinions to myself about issues or proposals, I had the chance by being present to committee and council meetings to watch elected and appointed leaders express their views and ideas while trying to influence those around me. I love those moments and conversations and hope to restore those experiences and opportunities in which will provide an opening to be part of making the community around me a better place.

Additional comments:

- Like already mentioned, I currently serve at Malmstrom AFB. I will be moving on to my next assignment in 2025. Every three weeks I post out into the field to pull missile alert. Without a doubt, there will be moments in which I may not be able to make a meeting. If serving on this board becomes a reality, I could look at accommodating through Zoom and FaceTime if that is a possibility in the instances that I could not be in person. I appreciate your time and consideration.

***BENJAMIN C NELSON***





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

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

|  |                                    |  |
|--|------------------------------------|--|
| Board/Commission Applying For:<br><i>MANsfield Advisory Board</i>  |                                    | Date of Application:<br><i>10-10-2022</i>        |
| Name:<br><i>RANDALL Knowles</i>  |                                    |  |
| Home Address:<br><i>3017 9<sup>th</sup> Ave So</i>   |                                    | Email address:<br><i>KnowlesMONTANA@JUNO.COM</i> |
| Home Phone:<br><i>406-799-1547</i>   | Work Phone:<br><i>406-799-1547</i> | Cell Phone:<br><i>4067991547</i>                 |
| Occupation:<br><i>Financial Planner</i>  | Employer:<br><i>Self</i>           |  |
| Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain) |                                    |  |
| Related experiences or background: <i>MANAGE A Foundation - Raised \$ for 6TF Shooting Sports Complex - Volunteer Usher</i>                        |                                    |  |
| Educational Background: <i>Economics - Insurance - Investments</i>   |                                    |  |
| <b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>  |                                    |  |
| Previous and current service activities: <i>Safari club INTL - Missouri River Shooters - Central Christian Church</i>                              |                                    |  |
| Previous and current public experience (elective or appointive): <i>NONE</i>   |                                    |  |
| Membership in other community organizations: <i>6TF SENIO<sup>r</sup>e CARE - And Those Above.</i>   |                                    |  |

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

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

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

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

Please describe your interest in serving on this board/commission? *Manusfield Needs New seating IF the Manusfield is going to be an Economic Asset to Great Falls.*

Please describe your experience and/or background which you believe qualifies you for service on this board/commission? *Fund raising & community Activist*

Additional comments:  
*The ARTS ~~It~~ requires A variety of Venue sizes & the Manusfield fills a particular niche that makes GTF a Full Service Community.*

Signature *Randall Knowles*

Date: *10-12-2022*

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

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P.O. Box 5021  
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Fax:  
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Email:  
kartis@greatfallsmt.net

*↳ does NOT work  
10-12-2022*

**JOURNAL OF COMMISSION PROCEEDINGS**  
**November 15, 2022**

Regular City Commission Meeting

Mayor Kelly presiding  
 Commission Chambers Room 206

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL/STAFF INTRODUCTIONS:** City Commission members present: Bob Kelly, Eric Hinebauch, Joe McKenney, Rick Tryon and Susan Wolff. Also present were Deputy City Manager Chuck Anderson, Grant Administrator Tom Hazen, Public Works Director Chris Gaub, Planning and Community Development Director Craig Raymond, Finance Director Melissa Kinzler, Interim City Attorney David Dennis, Police Captain John Schaffer, and City Clerk Lisa Kunz.

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

**CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS:** In the interest of transparency, Commissioner McKenney referred to Item 16 and disclosed that he is a realtor, but has no financial interest in that housing project.

**PROCLAMATIONS:** Small Business Saturday [November 26, 2022].

**COMMUNITY INITIATIVES**

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

For future community initiatives, Health Officer Abigail Hill inquired of the Commission if they wanted a brief synopsis of each of the divisions or Health Department programs.

Health Officer Hill provided the following update:

- 865 flu shots and 570 Covid shots have been administered at 42 locations, drive thru and walk in clinics
- 9 confirmed cases of influenza, predominately the A strain. Hospitalizations typically start in November and peak in February
- RSV is spiking, predominately in children under the age of five and adults 65 and older. CCHD has seen six cases of RSV
- 65 active Covid cases. The CCHD started a program called Jot Forms, a confidential program to collect information
- There has been an increase in syphilis cases in the county, particularly women of child bearing age. CCHD will be working collaboratively with the State for testing and treatment

**JOURNAL OF COMMISSION PROCEEDINGS  
November 15, 2022**

- The increase in stipend for the WIC program has been extended until the end of December for fruits and vegetables
- CCHD served 812 foster kids through the Foster Child Health Program this year
- CCHD accountant is moving to the Sheriff’s Office
- Rhonda Knudson was introduced as the new Division Manager of Environmental Health

**2. PETITIONS AND COMMUNICATIONS**

None.

**NEIGHBORHOOD COUNCILS**

**3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

**BOARDS AND COMMISSIONS**

**4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

**5. REAPPOINTMENT TO THE CASCADE COUNTY CONSERVATION DISTRICT BOARD OF SUPERVISORS.**

**Mayor Kelly moved, seconded by Commissioner Wolff, that the City Commission reappoint John Chase to a three-year term through December 31, 2025, to the Cascade County Conservation District Board of Supervisors.**

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

**CITY MANAGER**

**6. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Deputy City Manager Chuck Anderson reported the following:

- A frozen water pipe broke in the basement of the Civic Center this weekend. Water had infiltrated in varying amounts of three to five inches in the Municipal Court area and also affected the eastern and southern offices and storage areas. Day Spring has been hired to perform a full assessment, extraction, treatment and dehumidification of the area. Municipal Court and the Court window are closed today. An evaluation regarding

**JOURNAL OF COMMISSION PROCEEDINGS**  
**November 15, 2022**

opening operations will be conducted tomorrow. Notifications are going out via Facebook and press releases.

- Vertical walls are going up at the Aquatics and Recreation Center.
- The City was notified today that, for the 28<sup>th</sup> consecutive year, the City has been awarded the Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in the area of government accounting and financial reporting and its attainment represents a significant accomplishment by a government and its management.

Police Captain John Schaffer updated the Commission on the First United Methodist Church (FUMC) as follow:

- At a recent meeting with Reverend Skerritt, they came up with a strategy of focusing on whom FUMC wants to minister to and not so much the folks that are coming on FUMC property to commit crimes, use drugs, and feed their addictions. Part of that was putting up “No Trespassing” signs for folks that are not there to utilize the church and its services. As of yesterday morning there are still people receiving services through their ministry at the church, but the people that were there to create problems are not there any longer. There will probably be some bumps handling things in the near future, but nothing they can’t work through in a collaborative effort.

After the City issued the press release today, Commissioner Tryon commented that he received inquiries about how No Trespassing signs will make a difference. He noted that, because it is private property, the owner of the property has to designate No Trespassing before the Great Falls Police Department can do anything about it.

Captain Schaffer clarified that for trespassing to take place you have to give notice that somebody cannot be there. The No Trespassing signs give law enforcement the authority to stop and investigate whether somebody is legally on that property. Officers use discretion in everything they do and this is no different.

Commissioner Tryon thanked the Police Department for doing the hard, efficient work behind the scenes to resolve these matters, and to Reverend Skerritt for working with Captain Schaffer to get some progress and resolution to this issue.

**CONSENT AGENDA.**

7. Minutes, November 1, 2022, City Commission Meeting.
8. Total Expenditures of \$3,081,609 for the period of October 15, 2022 through November 2, 2022, to include claims over \$25,000, in the amount of \$2,400,927.
9. Contracts List.

**JOURNAL OF COMMISSION PROCEEDINGS**  
**November 15, 2022**

10. Approve the furniture order for the HR Remodel Project in the amount of \$96,878.55, purchased under the State TIPS contract. **OF 1750.1**
11. Accept the Montana Disaster & Emergency Services grant award in the amount of \$356,208.23, and authorize the City Manager to execute the Hazard Mitigation Assistance Agreement for the Missouri River North Bank Stabilization. **OF 1693.0**
12. Set the public hearing for December 6, 2022 on Resolution 10485, a request of a Conditional Use Permit for a “Community Residential Facility, Type II” land use upon the property addressed as 1201 7th Avenue Northwest as initiated by Kairos Youth Services.
13. Approve the Amendment to the Intrastate Agreement for Centurylink Metro Ethernet Service in the amount of \$74,178 per year for a 3-year term for the City’s network services.

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

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

**PUBLIC HEARINGS**

**OLD BUSINESS**

**NEW BUSINESS**

14. **CIVIC CENTER HR REMODEL PROJECT CHANGE ORDER #1 [OF 1750.1].**

Grant Administrator Tom Hazen reported that the remodel of the Human Resources (HR) office has been a longstanding need in City operations. Due to the limitations of the old space, the City and Cushing Terrell entered into a design contract on July 9, 2021. The designs were finalized in mid-December of 2021 and an invitation to bid was first published on May 22, 2022. During the July 5, 2022 meeting, this Commission voted to accept a bid submitted by Wadsworth Builders and initiate a remodel of the Human Resources offices as designed by Cushing Terrell. This remodel was undertaken to centralize all HR employees in one area, increase operational efficiency, upgrade the privacy afforded in that environment, and improve the energy efficiency and overall comfort of the HR offices. The first phases of construction process began on October 11, 2022.

Shortly before the start date, several needs were identified that the then in-place designs did not address. To maintain confidentiality, which was among the priorities identified in relation to this project, it was decided that one more office was needed. This required the installation of one wall, one door, and other associated costs. Further, electrical infrastructure, as designed, was found to be lacking and more wiring was necessary throughout the site.

**JOURNAL OF COMMISSION PROCEEDINGS**  
**November 15, 2022**

The summarized costs in this evening's agenda are not presented lightly. This proposed change order is only being presented as a step undertaken to ensure that the end-result of this remodel achieves the goals that were identified in the earliest stages of the undertaking.

Grant Administrator Hazen also reported that Human Resources, Planning and Community Development, and the Finance Department anticipate that there will be more change orders related to this project. However, these change orders are efforts to seize an opportunity not to expand scope. As the HR construction progresses, there will be unique opportunities to install equipment related to the Civic Center HVAC upgrade project, one of the ARPA Tier One projects. That being the case, it will be proposed that some of those costs are shifted from the HVAC Upgrade to the HR remodel in order to take advantage of the current accessibility. While this will increase the cost of the HR project it will also lower the cost of the HVAC installations. In closing, this change order is being proposed to ensure that the HR remodel achieves the priorities identified more than a year ago when this process first began. For that reason, staff recommends that the City Commission approve Change Order #1 and the associated \$23,432.55 increase in costs.

**Commissioner Hinebauch moved, seconded by Commissioner Wolff, that the City Commission approve Change Order #1 in the amount of \$23,432.55 and increase the total contract amount to \$649,932.55**

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

Commissioner McKenney requested clarification regarding the increase to this project and savings to the HVAC project.

Grant Administrator Hazen explained that the HR project and HVAC project on the roof of the Civic Center are two of the ARPA Tier One projects. Part of that HVAC project is also working on ductwork and equipment throughout the building. As the HR remodel progresses and contractors are going into the ceiling, it is advantageous for HVAC contractors to have access to that duct work and equipment now. That will increase some of the costs on the HR remodel, but when the bid is put together on the final design of the HVAC upgrade, it will decrease the costs associated with that project.

Commissioner Tryon inquired if change orders occur as often in the private sector, and what was done so the public knows the change order was fully vetted.

Grant Administrator Hazen responded that this project is the result of numerous conversations between the Planning and Community Development Department, HR Department, Finance Department and City Manager's Office. It's not uncommon during renovations of older buildings, such as the Civic Center, or as new needs are identified, to have change orders. In this case, the designs were put together a year before construction began. New needs were identified after the bid had been accepted and before construction began.

Commissioner Tryon inquired if an effort was made to negotiate with the contractor.

**JOURNAL OF COMMISSION PROCEEDINGS**  
**November 15, 2022**

Grant Administrator Hazen responded that staff did reach out to some of the sub-contractors to try to negotiate down on some of the prices. Unfortunately, due to it being a seller's market right now it was tough to negotiate prices any lower than what we already received.

Commissioner McKenney added that he remodeled a few of his businesses. Sometimes it costs more to remodel than start over again. Change orders are common in the private sector as well. Things come up, have to be dealt with, and hard decisions made.

Planning and Community Development Director Craig Raymond added that change orders are annoying, but the benefit of doing it this way as opposed to other forms of contracting is this is a transparent process.

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

Motion carried 5-0.

**ORDINANCES/RESOLUTIONS**

**15. ORDINANCE 3252, AMENDING TITLE 2, CHAPTER 3, SECTION 030, OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO MUNICIPAL COURT JUDGES.**

Interim City Attorney David Dennis reported that Ordinance 3252 is the second of two steps necessary to allow for a two-judge municipal court structure. Over the course of the past year, the City Commission determined that two municipal court judges are necessary to accommodate the City's criminal justice workload.

The first change was accomplished on November 8, 2022, when the City electors voted to amend the City Charter to remove the one-judge limitation. As of January 1, 2023, Article V of the Charter will read simply "There shall be a municipal court as provided by Montana law."

The item before the Commission accomplishes the second change--modification of the Official Code of the City of Great Falls to remove the one-judge limitation. It also establishes a process for implementing the second judge position.

The proposed ordinance amends § 2.3.030 of the City Code to establish two Municipal Court departments—A and B—with associated Municipal Judge positions, elected on a staggered basis. The ordinance provides for appointment of a judge to fill the Department B position until the next Municipal election.

The first elected term for Department B, beginning in 2024, will be two years, because the current Dept. A position is also up for election at that time—for a four-year term. This will put the positions on staggered terms, with one judge up for election every two years.

The proposed ordinance also removes all language referencing an Assistant Municipal Court Judge position, which was added in 2019.



**JOURNAL OF COMMISSION PROCEEDINGS**  
**November 15, 2022**

The City Clerk expects to receive certification from the County between today's first reading of proposed ordinance 3252 and the second reading.

If the City Commission adopts Ordinance 3252 on second reading on December 6, 2022, the effective date of the proposed ordinance will be 30 days later, on January 5, 2023. The appointment of a qualified person to fill the Department B judge position will be conducted through a separate City Commission process.

**Commissioner Tryon moved, seconded by Commissioner McKenney, that the City Commission accept Ordinance 3252 on first reading and set second reading for December 6, 2022.**

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

**16. ORDINANCE 3253, A REQUEST FROM SILVER STONE ENTERPRISES, LLC TO ASSIGN R-6 MULTI-FAMILY HIGH DENSITY ZONING TO THE 15.67 ACRE PROPERTY ADDRESSED AS 3801 2<sup>ND</sup> AVENUE NORTH LOCATED AT THE NORTHEAST CORNER OF 2<sup>ND</sup> AVENUE NORTH AND 38<sup>TH</sup> STREET NORTH.**

Planning and Community Development Director Craig Raymond reported that Silver Stone Enterprises submitted an application on August 10, 2022 to annex and assign City zoning to the 15.67 acre property addressed as 3801 2nd Avenue North located at the northeast corner of 2nd Avenue North and 38th Street North.

Although the applicant is proposing development of an apartment complex consisting of 12 36-unit buildings for a total of 432 units, given the nature of the split zoning request, the applicant may build other land uses on that property designated as C-1 zoning, other than apartment buildings that are allowed or conditionally permitted under C-1 zoning. Given the nature of adjacent uses and zoning designations, along with the proximity to 2<sup>nd</sup> Avenue North and 38<sup>th</sup> Street North, staff has no objection to the C-1 zoning or feel that it should cause any concern with the Commission or the community. C-1 zoning seems to be a fitting extension of existing development patterns and is also harmonious with multi-family residential development if all phases are constructed as presented in the application and preliminary plans. Highlighting this is not intended to be alarmist or negative in any way, rather it is simply intended to be transparent and informative.

The subject property has been vacant and wholly surrounded by the incorporated city limits for quite some time. City staff has met with several potential developers over the years for different types of development ideas, none of which seem to be feasible given the nature of the property, its proximity to City services and the requirements come with different development forms. This proposal seems to be the most workable proposal to date.

**JOURNAL OF COMMISSION PROCEEDINGS**  
**November 15, 2022**

In consideration of the proposal, there will be several infrastructure improvements and conditions of approval that will need to be met and are all outlined in the agenda report. It should be noted that this project has not gotten to this point without any notice or concern from the surrounding neighborhood. The project was presented to NC #4 on August 25<sup>th</sup> and received a favorable recommendation from the council. Subsequent to that date, however, neighbors began to express concern related to nearby condo development parking impacts, alley usage and general area traffic concerns. Several citizens attended the October 25<sup>th</sup> Planning Board public hearing and asked several questions and expressed either support for or opposition to the proposal. More detail is set forth in the agenda report.

Staff is in support of this project as the property seems to be well suited for a high density residential use, applicants have actively worked cooperatively with City staff to address any infrastructure or traffic impacts and it addresses a distinct need for additional housing in the community.

**Commissioner McKenney moved, seconded by Commissioner Wolff, that the City Commission accept Ordinance 3253 on first reading and set a public hearing for December 6, 2022.**

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

**17. RESOLUTION OF INTENT 10483 – INTENTION TO VACATE A PORTION OF 10TH ALLEY SOUTH BETWEEN 24TH STREET SOUTH AND 25TH STREET SOUTH AS INITIATED BY DISCOUNT TIRE COMPANY.**

Planning and Community Development Director Craig Raymond reported that Discount Tire Stores has filed a request to vacate a portion of 10th Alley South between 24th Street South and 25th Street South.

The applicant is proposing the vacation of the alley, purchase of the subject property, and relocation of existing utilities to accommodate a larger buildable area on the site as shown in the Preliminary Site Plan. The applicant is also proposing to abandon the western portion of the sanitary sewer main that currently runs the length of the subject property. A small portion of sanitary sewer main will remain along the eastern edge of the subject property. This will require the dedication of a utility easement and installation of a manhole at the end of the main for maintenance access. The sanitary sewer main and service will remain as constructed for the property to the east. The sewer utility relocation will be reviewed and approved by City staff if the vacation of the alley is approved by the Commission. It has been communicated with the applicant that sanitation access must remain for both lots if the vacation is approved. The redevelopment proposal is subject to further review as part of any future building permits. So clearly, there is more work to be done in order for the project to receive final approval for utility changes and building permits.

**JOURNAL OF COMMISSION PROCEEDINGS  
November 15, 2022**

**Commissioner Tryon moved, seconded by Commissioner Hinebauch, that the City Commission adopt Resolution of Intent 10483, and set a public hearing for December 6, 2022.**

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

**CITY COMMISSION**

**18. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Congratulations were expressed to Finance Director Melissa Kinzler and her staff for receiving the Certificate of Excellence in Finance Reporting for the 28<sup>th</sup> year in a row.

Commissioner Wolff expressed appreciation to the Great Falls Police Department for arranging her ride along last Friday evening.

**19. COMMISSION INITIATIVES.**

None.

**ADJOURNMENT**

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Kelly, to adjourn the regular meeting of November 15, 2022, at 7:54 pm.**

Motion carried 5-0.

\_\_\_\_\_  
Mayor Bob Kelly

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

**Minutes Approved: December 6, 2022**



Commission Meeting Date: Dec. 6, 2022  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

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

**PRESENTED BY:** Finance Director

**ACTION REQUESTED:** Approval with Consent Agenda

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

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

|   |                            |                            |
|---|----------------------------|----------------------------|
| ACCOUNTS PAYABLE CHECK RUNS FROM NEW WORLD    | NOV 3, 2022 - NOV 23, 2022 | 1,243,297.47               |
| ACCOUNTS PAYABLE CHECK RUNS FROM MUNIS        | NOV 3, 2022 - NOV 23, 2022 | 2,891,717.09               |
| MUNICIPAL COURT ACCOUNT CHECK RUN FOR ASIFLEX | NOV 2, 2022- NOV 17, 2022  | 7,736.68                   |
| <b>TOTAL: \$</b>                              |                            | <b><u>4,142,751.24</u></b> |

**SPECIAL REVENUE FUND**

**AMERICAN RESCUE PLAN**

|                                  |                   |           |
|----------------------------------|-------------------|-----------|
| WADSWORTH BUILDERS COMPANY, INC. | HR OFFICE REMODEL | 58,621.68 |
|----------------------------------|-------------------|-----------|

**GAS TAX BaRSAA**

|                                       |   |            |
|---------------------------------------|---|------------|
| UNITED MATERIALS OF GREAT FALLS, INC. | OF 1432.2 SW SIDE STREET RECONSTRUCTION/PMT 3 (SPLIT AMONG FUNDS) | 276,081.74 |
|---------------------------------------|---|------------|

**STREET DISTRICT**

|                                       |   |            |
|---------------------------------------|---|------------|
| MRTE INC                              | OF 1781.0 LINCOLN ADA UPGRADES PMNT 3                             | 133,822.33 |
| UNITED MATERIALS OF GREAT FALLS, INC. | OF 1432.2 SW SIDE STREET RECONSTRUCTION/PMT 3 (SPLIT AMONG FUNDS) | 14,530.61  |

**PARK & RECREATION SPECIAL REVENUE**

|                    |  |           |
|--------------------|--|-----------|
| WINKLER EXCAVATION | OF 1693.0 MISSOURI RIVER BANK STABILIZATION/ PMT1 (SPLIT AMONG FUND) | 17,552.75 |
|--------------------|--|-----------|

**DEBT SERVICE**

**PARK MAINTENANCE DISTRICT**

|         |              |           |
|---------|--------------|-----------|
| US BANK | DEBT SERVICE | 86,468.98 |
|---------|--------------|-----------|

**CAPITAL PROJECTS**

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**DOWNTOWN TID BONDS**

|                                     |                     |            |
|-------------------------------------|---------------------|------------|
| TALISMAN CONSTRUCTION SERVICES, INC | CIVIC CENTER FAÇADE | 345,376.05 |
|-------------------------------------|---------------------|------------|

**ENTERPRISE FUNDS**

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**WATER**

|  |   |           |
|--|---|-----------|
| LITHIA OF BILLINGS II LLC                        | TWO TACOMA SR 4X4 #668 STATE BID                  | 54,700.00 |
| ADVANCED ENGINEERING AND ENVIRONMENTAL SRVCS INC | OF 1698.1 PRO. ENG. SERVICES WTP SOLIDS MIT/PMT13 | 26,615.43 |
| ADVANCED ENGINEERING AND ENVIRONMENTAL SRVCS INC | OF 1637.1 WTP FILTRATION IMPROVEMENTS/PMT 44      | 25,192.25 |
| UNITED MATERIALS OF GREAT FALLS, INC.            | OF 1648.1 SOUTHSIDE WMR PHASE II/PMNT 6           | 85,350.37 |

**SEWER**

|  |   |           |
|--|---|-----------|
| WINKLER EXCAVATING                               | OF 1693.0 MISSOURI RIVER BANK STABILIZATION/ PMT 1 (SPLIT AMONG FUND) | 94,649.84 |
| ADVANCED ENGINEERING AND ENVIRONMENTAL SRVCS INC | OF 1698.1 PRO. ENG. SERVICES WTP SOLIDS MIT/PMT13                     | 26,615.44 |

**STORM DRAIN**

|   |                                 |           |
|---|---------------------------------|-----------|
| CASCADE COUNTY TREASURER - TITLES/REGISTRATIONS | STORM DRAIN W.GF FLOOD DISTRICT | 27,805.10 |
|---|---------------------------------|-----------|

**INTERNAL SERVICES FUND**

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**HEALTH & BENEFITS**

|                                 |  |            |
|---------------------------------|--|------------|
| SUN LIFE FINANCIAL              | SUNLIFE DENTAL AND VISION OCTOBER 2022 | 44,289.78  |
| HEALTH CARE SERVICE CORPORATION | BCBS HEALTHCARE OCTOBER 2022           | 577,694.18 |

**ENGINEERING**

|                           |                                 |           |
|---------------------------|---------------------------------|-----------|
| LITHIA OF BILLINGS II LLC | 2022 TOYOTA TACOMA SR STATE BID | 27,350.00 |
|---------------------------|---------------------------------|-----------|

**TRUST AND AGENCY**

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**PAYROLL CLEARING**

|                               |  |            |
|-------------------------------|--|------------|
| STATE TREASURER               | MONTANA TAXES  | 105,122.00 |
| FIREFIGHTER RETIREMENT        | FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS     | 105,005.92 |
| STATEWIDE POLICE RESERVE FUND | POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS          | 144,107.61 |
| PUBLIC EMPLOYEE RETIREMENT    | PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS | 282,912.24 |
| US BANK                       | FEDERAL TAXES, FICA & MEDICARE                               | 450,328.01 |
| MONTANA OE - CI TRUST FUND    | EMPLOYEE CONTRIBUTIONS                                       | 25,689.12  |

**UTILITY BILLS**

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NORTHWESTERN ENERGY  
HIGH PLAINS LANDFILL

ACCT #05614938 OCT 2022 CHARGES  
SANITATION CHARGES FOR OCT 2022

65,993.40  
96,759.07

**CLAIMS OVER \$25000 TOTAL:**

\$ 3,198,633.90

**CITY OF GREAT FALLS, MONTANA**

**COMMUNICATION TO THE CITY COMMISSION**

**DATE: December 6, 2022**

**ITEM:** GRANTS LIST  
 Itemizing grants not otherwise approved or ratified by City Commission Action  
 (Listed grants are available for inspection in the City Clerk’s Office.)

**PRESENTED BY:** Lisa Kunz, City Clerk

**ACTION REQUESTED:** Ratification of Grants through the Consent Agenda

**MAYOR’S SIGNATURE:** \_\_\_\_\_

**GRANTS**

|          | <b>DEPARTMENT</b>                        | <b>OTHER PARTY<br/>(PERSON OR<br/>ENTITY)</b>                                 | <b>PERIOD</b>   | <b>GRANT AMOUNT<br/>REQUESTED</b> | <b>MATCH</b>   | <b>PURPOSE</b>   |
|----------|--|---|---|-----------------------------------|--|--|
| <b>A</b> | Planning and<br>Community<br>Development | Montana<br>Department of<br>Commerce,<br>Community<br>Development<br>Division | November<br>23, 2022 –<br>Program<br>deadline;<br>possible<br>award early<br>2023 | \$20,000                          | \$5,000 – GFDA<br>\$5,000 – NWGF<br>\$10,000 – Likely<br>request from<br>Downtown TIF<br>funds | Ratification of Montana Main Street<br>Program Grant Application to develop an<br>Economic Vitality Transformation<br>Assessment for the Downtown Business<br>District |

|                 |   |   |  |                 |  |  |
|-----------------|---|---|--|-----------------|--|--|
| <p><b>B</b></p> | <p>Planning and Community Development</p> | <p>Montana Department of Commerce, Community Development Division</p> | <p>November 30, 2022 – Program deadline; possible award early 2023</p> | <p>\$50,000</p> | <p>\$10,000 [possibly from the BID, DDP, City, County, GF Montana Tourism, History Museum, MT Veteran’s Memorial, and possible request for Downtown TIF funds]</p> | <p>Ratification of Montana Main Street Program Grant Application for next phase of Wayfinding Project to include installation of up to 10 kiosks throughout the City as recommended in the Wayfinding Plan</p> |
|-----------------|---|---|--|-----------------|--|--|





Commission Meeting Date: December 6, 2022

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** One New Street Sweeper

**From:** Doug Alm, Vehicle Maintenance Manager

**Initiated By:** Public Works Department

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

**Action Requested:** Approve Purchase of One New Street Sweeper

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/reject) the purchase of one new 3-wheel Elgin Pelican street sweeper from Joe Johnson Equipment of Billings, through Sourcewell, formerly known as NJPA, for a total of \$266,509, including shipping.”

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

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**Staff Recommendation:** Staff recommends that the City Commission approve the purchase of one new 3-wheel Elgin Pelican street sweeper from Joe Johnson Equipment of Billings, through Sourcewell, formerly known as NJPA, for a total of \$266,509, including shipping.

**Background:**

Purpose

This 3-wheel street sweeper will be used in the Street Division Sweeping Program. The new sweeper will replace Unit #842, a 2007 Elgin Pelican Street Sweeper, VIN #P5023D, which has 4,450 operating hours and is currently inoperable with engine failure.

Evaluation and Selection Process

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

The City can then work with the contract managers at the purchasing cooperative to verify pricing and ask questions about contract structures, and then ultimately enter into contracts directly with the vendors who have contracted with the cooperative to purchase the products and services offered through the cooperative

purchasing structure. In this particular case, the City is accessing a Sourcewell contract for a 3-wheel mechanical sweeper with Joe Johnson Equipment of Billings.

Conclusion

The bid specifications from Sourcewell meet specifications for the street sweeper.

**Fiscal Impact:** Funds for this scheduled purchase from the ERS (Equipment Revolving Schedule) were provided in the FY 2023 Central Garage Budget.

**Alternatives:** The City Commission could vote to reject the purchase of this new 3-wheel Elgin Pelican Street Sweeper. Rejecting this purchase would have a significant negative affect on the City's sweeping program.

**Attachments/Exhibits:**

Joe Johnson Equipment – Elgin Pelican Sweeper Proposal  
Sourcewell Contract #093021– Elgin Sweeper Company



**Presents a Proposal Summary**

of the



**Pelican P**

Pelican NP Three Wheel Broom Street Sweeper with Dual Side Brooms and Belt Conveyor

for

City of Great Falls  
1025 25th Ave NE  
Great Falls, MT 59403

Art Logan  
Regional Sales Manager JJE  
406-591-4018/alogan@jjeusa.com

**PRODUCT DESCRIPTION**

- Dual steer & gutter brooms, hydraulically driven, Tier 4F JD 4045TF low emission diesel engine, hydrostatic drive and steering, chassis and wheels powder coated standard white

**STANDARD FEATURES**

- Air cleaner, two-stage, dry type with restriction indicator
- Air Conditioner
- Alternator, 120 amp
- Anti Siphon water fill
- Automatic engine shutdown (oil pressure/engine temperature)
- Automatic pickup in reverse
- B20 biodiesel compatible
- Back up alarm, electric
- Battery, maintenance free
- Brakes, power
- Broom, main, hydraulically suspended
- Broom, main, in cab pressure control
- Broom, main, prefab, disposable
- Broom, side broom, hydraulically suspended
- Broom, side broom, in cab pressure control
- Broom Measurement Ruler
- Bumper pads, front jack
- Coolant recovery system
- Doors, see through glass, prop-able
- Electronic Throttle
- Engine, hour meter
- Gauges & Warning lights: engine oil temperature engine oil pressure fuel level speedometer & odometer w/trip set
- Fenders, over front wheels
- Flushing system for hopper/conveyor
- Fuel tank, 35 gallons
- Fuel Water separator with indicator light
- Heater, pressurizer with filtered air, defroster
- Hose, hydrant fill, 16' 8" with coupling
- Light, spotlight, adjustable, one per side broom
- Lights, 2 combination, tail/stop lights
- Lights, headlights, multiple beam
- Lights, low water light
- Low Hydraulic Warning
- Main broom controls in cab
- Manuals, operator and parts
- Mirror, inside rear view
- Mirrors, outside, front mounted 6 inch fish eyes
- Mirrors, outside, front post mounted, west coast type, one each side
- Parking brake with interlock
- Rear Camera & in cab monitor
- Return to sweep feature
- Seat Belts (both sides for dual)
- Seats, extra wide cordura suspension seats with arm rests
- Signals, self-canceling directional with hazard switch
- Sprung guide wheel, heavy duty
- Steering wheel, tilt and telescoping
- Sun visors
- Tachometer, diesel engine
- Tires, tubeless radials
- Tow loops, four

- Water tank, fill gauge
- Water tank, molded polyethylene: 220 gallon total nominal capacity
- Wheels, dual guide
- Wheels painted grey
- Window, opening front opera
- Windshield washer
- Windshield wipers with intermittent setting
- Windshield, tinted
- Steel Bristles with Polyethylene Sidebroom Segments
- Rubber Dirt Shoes
- Unheated Unmotorized Mirrors
- Sweeper Painted Standard White
- Red Logo
- 1 Year Parts and Labor Warranty
- Sweeper - Operator Manual
- Sweeper Parts Manual
- John Deere Operator Manual
- John Deere Parts Manual
- SURCHARGE-103

### **ADDITIONAL FEATURES**

- Sidebroom Tilt Option Right Hand Including Indicator
- Sidebroom Tilt Option Left Hand Including Indicator
- Strip Broom 66" URB
- Lower Roller Deflector
- Lower Conveyor Cleanout
- Conveyor Stall Alarm
- (2) LED Cab Forward Facing Flood Lights w/out Existing Light Bar
- Main Broom Hourmeter
- In Cab Air Restriction Gauge for Sweeper Engine Air Filter
- Block Heater
- Engine Pre-Cleaner
- Auxiliary Battery Disconnect
- Hydraulic Level Shutdown
- Hydraulic Temperature Shutdown
- LED Stop/Tail/Turn
- LED Clearance Lights
- LED Lights on Battery Cover
- Lighting Package 6: Two LED Strobes w/Guard
- AM/FM/CD With (2) Map Lights
- Right Hand Limb Guard
- Left Hand Limb Guard
- Right Hand Bostrom Air Ride Hi Back Cloth
- 1 X 2.5 Lb Fire Extinguisher
- Triangle Reflective Flares (3)
- Reflectors (Set Of 6)
- Sweeper Service Manual
- John Deere Service Manual

**Total:** \$266,509.00

Price valid for 10 Days from date of 10/3/2022

Product Model: PELICANP

Product Model: PELICANP

Proposal Date: 10/3/2022

Quote Number: 2022-49892

Price List Date: 10/3/2022

P.O. Number:

Payment Terms:

Proposal Notes:

- 1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
- 2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Elgin Sweeper Company prior to submittal of customer purchase order
- 3. All prices quoted are in US Dollars unless otherwise noted.
- 4. This proposal incorporates, and is subject to, Vactor Manufacturing's standard terms and conditions attached hereto and made a part hereof.

SIGNED BY:

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

## LIMITED WARRANTY

ELGIN SWEEPER COMPANY warrants each new machine manufactured by it against defects in material and workmanship provided the machine is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of twelve (12) months from the date of delivery to the original user-purchaser.

ELGIN SWEEPER COMPANY will cause to be repaired or replaced, as the Company, may elect, any part or part of such machine which the Company's examination discloses to be defective in material or workmanship.

Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ELGIN SWEEPER COMPANY.

The ELGIN SWEEPER COMPANY warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, tires or batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, broom filters, broom wire, shoe runners and rubber deflectors.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ELGIN SWEEPER COMPANY.
5. Repairs, modifications or alterations without the consent of ELGIN SWEEPER COMPANY which, in the Company's sole judgment, have adversely affected the machine's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.

The use in the product of any part other than parts approved by ELGIN SWEEPER COMPANY may invalidate this warranty. ELGIN SWEEPER COMPANY reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty.

Nothing contained in this warranty shall make ELGIN SWEEPER COMPANY liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

**TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

This warranty is also in lieu of all other obligations or liabilities on the part of ELGIN SWEEPER COMPANY, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller.

ELGIN SWEEPER COMPANY makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine.

No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of ELGIN SWEEPER COMPANY in connection with the sale, servicing or repair of any machine manufactured by the Company.

ELGIN SWEEPER COMPANY reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



## Solicitation Number: RFP #093021

### CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Elgin Sweeper Company, 1300 West Bartlett Road, Elgin, IL 60120 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

#### 1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires November 16, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

#### 2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.



Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

*5. Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.



#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.



T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Elgin Sweeper Company

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 11/15/2021 | 11:35 AM CST

DocuSigned by:  
*David Panizzi*  
By: 67407721F3A64A7...  
David Panizzi  
Title: Business Development Manager  
Date: 11/22/2021 | 8:45 AM CST

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 11/22/2021 | 10:11 AM CST

# RFP 093021 - Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

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## Vendor Details

Company Name: Elgin Sweeper Co.  
Does your company conduct business under any other name? If yes, please state: Elgin Sweeper Co. Division of Federal signal  
Address: 1300 W Bartlett Rd  
Elgin, IL 60120  
Contact: David Panizzi  
Email: dpanizzi@elginsweeper.com  
Phone: 847-622-7153 402385  
HST#: 36-2351764

## Submission Details

Created On: Monday September 13, 2021 13:04:04  
Submitted On: Wednesday September 29, 2021 16:49:19  
Submitted By: David Panizzi  
Email: dpanizzi@elginsweeper.com  
Transaction #: cd6ff737-3555-439f-821b-fc3b047a5759  
Submitter's IP Address: 50.238.226.126

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**Specifications****Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question   | Response *  |
|-----------|--|---|
| 1         | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")  | Elgin Sweeper Company (Division of Federal Signal Corp.)  |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | Elgin Sweeper Company   |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | No other names  |
| 4         | Proposer Physical Address:   | 1300 West Bartlett Rd.<br>Elgin, IL 60120   |
| 5         | Proposer website address (or addresses):   | www.elginsweeper.com  |
| 6         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | David Panizzi<br>Business Development Manager<br>1300 West Bartlett Rd.<br>Elgin, IL 60120<br>dpanizzi@elginsweeper.com<br>847-622-7153 |
| 7         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | David Panizzi<br>Business Development Manager<br>1300 West Bartlett Rd.<br>Elgin, IL 60120<br>dpanizzi@elginsweeper.com<br>847-622-7153 |
| 8         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | No other contacts   |

**Table 2: Company Information and Financial Strength**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 9         | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.   | Aligned with Federal Signal, Elgin Sweeper works to enhance the cleanliness, safety and well being of our communities and work places. We are an American manufacturer with 107 years of street sweeper design and manufacturing experience. We are focused on designing, manufacturing and distributing high-quality street sweeping equipment that serves municipal, governmental, industrial and institutional customers. We are focused on doing this with high regard for our employees and our environment.   |
| 10        | What are your company's expectations in the event of an award?   | We would expect to continue cooperation with Sourcewell as we work to serve its membership and work to provide effective and simple solutions for environmental cleaning challenges. This would include Sourcewell commitment to expand membership and promotion of their contracts to support their contract holders. We have over a decade of cooperation and growth working together with Sourcewell and their members, and we would work together to continue serve the membership with the latest advances in street sweeper designs and product offerings.  |
| 11        | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.   | Elgin Sweeper Co. has been manufacturing street sweepers for over 107 years. Today we are the leading manufacturer of sweepers for municipalities and governmental agencies in North America. We offer the the broadest selection of street sweepers across various sweeping technologies. We utilize mechanical, regenerative air, pure vacuum sweeper and we offer alternative fuels including CNG and hybrid electric sweeping.<br>Elgin is a subsidiary of Federal Signal - a publicly traded company with more than \$1.2 billion in revenue last year. The link shown here can be used to access the latest quarterly reports as well as other financial related topics and will clearly show Federal Signal's financial strength and stability.<br><a href="https://www.federalsignal.com/annual-quarterly-reports">https://www.federalsignal.com/annual-quarterly-reports</a> |
| 12        | What is your US market share for the solutions that you are proposing?   | Our industry is a non-reporting industry. Therefore, no independent data of market share exists. Based on our market knowledge and across all sweeping model/technologies, we believe our market share to be 40+%.  |
| 13        | What is your Canadian market share for the solutions that you are proposing?   | Again, we do not have empirical data supporting market share in Canada but our research shows that we are approximately 35% market share across all types of sweeping technologies.   |
| 14        | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.   | Elgin Sweeper Co. and Federal Signal Corp. have never been the subject of a bankruptcy action.  |
| 15        | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | We are a manufacturer. We have a network of third-party dealerships across North America that are trained to sell and service our products. The dealerships are specifically contracted and trained to represent our products in their local areas. We also have Regional Sales Reps (located throughout N. America) that support the sales process and are available to meet and work with end-user. We also have a Field Service and Support team. They too are located within their regions, and are dedicated to support our dealers and their efforts to ensure customer satisfaction with our products. The Regional Sales Reps and the Regional Service and Support Reps are employees of the company.   |
| 16        | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.  | All of our contracted dealers are required to have valid state equipment dealer license. All of our dealers must comply with this requirement as part of their contract with us.<br>While not required, Elgin is ISO 9001 certified. ISO is the International Standards Organization and being certified means that we have policies and procedures commensurate with our business (heavy manufacturing) and that we adhere to those policies, procedures and quality standards. We are audited annually.   |
| 17        | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.   | None  |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 18        | Describe any relevant industry awards or recognition that your company has received in the past five years   | Elgin Broom Bear - Contractor's Choice Awards GOLD for 2016, 2017, 2019 and SILVER for 2018 from Roads and Bridges Publication.<br><br>2019 Workforce Development Award from Elgin Area Chamber of Commerce (Elgin Development Group).<br><br>Federal Signal Work Place Hazard Reduction Award for 2019 & 2020.       |
| 19        | What percentage of your sales are to the governmental sector in the past three years   | Approximately 68%   |
| 20        | What percentage of your sales are to the education sector in the past three years  | Less than 1%  |
| 21        | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?          | We as a manufacturer do not hold any additional state or provincial purchasing contracts - only our current Sourcewell contract. However, a number of our local dealers do hold state or local purchasing contracts which they service. We do not have access to the detailed sales volumes as those are not tracked. |
| 22        | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | We service a GSA contract (47QMCA18D000E) that is administered through our dealer in Maryland. Again, annual sales volumes are unknown.   |

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *                           | Contact Name *               | Phone Number * |   |
|---|------------------------------|----------------|---|
| City of Wheaton, IL                     | Sam Webb<br>Fleet Supervisor | 630-260-2119   | * |
| City of Chesapeake, VA<br>member #52040 | Mike McColgan                | (757) 382-3321 | * |
| City of Norfolk, VA<br>member #50228    | Steve Patterson              | (757) 441-5700 | * |

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name  | Entity Type * | State / Province * | Scope of Work *             | Size of Transactions *                                       | Dollar Volume Past Three Years *                             |   |
|--------------|---------------|--------------------|-----------------------------|--|--|---|
| Confidential | Government    | Illinois - IL      | Purchase of Street Sweeper  | We are a public company and this is confidential information | We are a public company and this is confidential information | * |
| Confidential | Government    | Illinois - IL      | Purchase of Street Sweeper  | We are a public company and this is confidential information | We are a public company and this is confidential information | * |
| Confidential | Government    | Illinois - IL      | Purchase of Street Sweepers | We are a public company and this is confidential information | We are a public company and this is confidential information | * |
| Confidential | Government    | Illinois - IL      | Purchase of Street Sweepers | We are a public company and this is confidential information | We are a public company and this is confidential information | * |
| Confidential | Government    | Illinois - IL      | Purchase of Street Sweepers | We are a public company and this is confidential information | We are a public company and this is confidential information | * |

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question   | Response *   |
|-----------|--|--|
| 25        | Sales force.   | Elgin has six Regional Sales Managers (RSMs) tasked with supporting our dealer's sales efforts. The RSMs set sales targets and are involved in the end-user sales process as needed. The RSMs report to a Director of Municipal/Governmental Sales who reports to a Group level Vice President   |
| 26        | Dealer network or other distribution methods.  | Our dealer network consists of 34 dealer entities with over 70 location throughout North America. All dealers are assigned an area of responsibility that cover all of the US, Canada and the US Territories. Total dealer sales reps/territory managers for North American total over 230.  |
| 27        | Service force.   | Internally, Elgin has an Inside Service organization with seven technical reps that support our dealer's daily need for technical support. We also have four Regional Service and Support Managers (RSSMs) that live and work with specific dealers within their assigned regions to provide warranty support, training, consultation and end-user interaction. All of our internal reps support approximately 225 dealer technicians tasked with providing end-user service.  |
| 28        | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.  | Sourcewell members will order through their local dealer who will, in-turn, place an order with us. Our dealer will be responsible for assisting the member with equipment configuration recommendations and providing a detailed proposal/quotation to the member. Once the sweeper is manufactured and delivered to our dealer, they will be responsible for preparing, delivering, training and supporting the end-user's needs with the sweeper. History is showing that Elgin dealers are knowledgeable, experienced and anxious to use our Sourcewell contract.  |
| 29        | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.  | Customer Service starts from the delivery process with Sweeper installation/operation training. Shortly after delivery, we request a customer satisfaction survey be filled out so we can understand the level of satisfaction from product quality, to dealer support and overall product satisfaction. Any negative responses are recorded and assigned to a field rep for appropriate follow-up. All Elgin Dealers have trained and certified technicians with the vast majority of dealers providing road (go to customer location) service complete with well-equipped service trucks. This allows for quicker support of possible inoperative vehicles. Also, at Elgin we have a 24-hour toll free helpline that is staffed by factory personnel. The objective is to provide an immediate contact and response for both our dealers and end-user customers. Lastly, we support our products with a comprehensive warranty that is provided through our trained dealer network. Our philosophy is that quality products with high-levels of service support will ensure the best value for our customers - this, in turn, will create their desire to continue their business relationship with Elgin and our dealers. |
| 30        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.   | Our dealer network allows us to sell and service our products throughout all of North America. Our dealers are assigned geographic areas (or territories) of responsibility that include all states and provinces. The assigned territories are listed in the dealer contract.   |
| 31        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | We support, service and actively pursue business opportunities with all Canadian entities that use street sweepers.  |
| 32        | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | We will service all geographic areas of the US and Canada.   |
| 33        | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | We will service any and all Sourcewell participating entities.   |
| 34        | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | Hawaii, Alaska and the US Territories are serviced the same as other states. We have dealers that are contractually assigned these geographic regions.   |

Table 7: Marketing Plan

| Line Item | Question   | Response *  |
|-----------|--|---|
| 35        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | We advertise our Sourcewell contract at trade shows, on our public website, on our marketing collateral and at our internal dealer events. We invite our Sourcewell Contract Administrator to attend and participate at our trade shows and internal dealer sales training events. We have facilitated contract training with both our Regional Sales Managers and dealerships. We encourage our dealers to attend and network at Sourcewell sponsored events like GTKU and Sourcewell University.  |
| 36        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | Elgin utilizes a number of social media platforms to inform and communicate with the public and our followers. Our Marketing Communications Group does an excellent job of utilizing these technologies to promote our products and keep our users informed of what's happening. We use Facebook, LinkedIn, YouTube and Twitter to keep users and followers up-to-date with the latest product releases including videos; application specific information, new option availability (to enhance the functionality), and the latest press releases. Our website allows users to connect to information including our Sourcewell relationship and contract information.   |
| 37        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | We would expect Sourcewell to promote our contracts to their membership as a way to simplify the procurement process and that membership understands that contract holders are part of an elite group of product/solution providers that have proven to be reputable and responsive to member's needs. We expect that Sourcewell works to continue to expand membership so that additional entities would be able to experience the benefits for all parties.<br>Our Sourcewell contract is currently well integrated within our sales process. Our RSMS, as well as our dealers, have been trained in using our contract as a preferred method of selling/procuring our products. Our dealers currently have the ability to create Sourcewell compliant proposals/quotes within our on-line configurator and ordering tool. By making a simple selection (check box) within our CPQ tool a dealer sales rep can create a proposal that is compliant with our Sourcewell contract. The tool applies the appropriate pricing, contract information, inserts the approved Sourcewell logo and tracks orders for reporting purposes. |
| 38        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | We do not have an e-procurement system for end-customer use. However, we do have an on-line product configuration and ordering tool that our dealers use to configure customers specific units and place orders with us. Our dealers use this on-line tool to prepare Sourcewell compliant proposal/quotes for members and then to place that Sourcewell order upon award.  |

Table 8: Value-Added Attributes

| Line Item | Question  | Response *  |
|-----------|---|---|
| 39        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.                                    | We offer training at several levels. Initial training is basic installation training and is provided by our dealers at or shortly after delivery of a new sweeper as agreed to with customer. This would include basic operation, cleaning and maintenance training. This is generally free of charge unless the member requests multiple sessions or more in-depth training that requires more time. This initial training is considered standard or can be optionally upgraded if a deeper level of training is desired.<br>We also offer product model specific training at the factory. This covers multiple days and is also free of charge with the only costs being travel and hotel accommodations if needed. Dealers usually assist the member/customer with registration for this training.   |
| 40        | Describe any technological advances that your proposed products or services offer.  | We have a number of technological advances on current product offerings including single-engine sweepers. We use advance variable planetary drive system (VPD) to drive sweeper components without sacrificing sweep performance. This drive system is a unique technology for our industry. We currently offer this single-engine technology for two of our four air sweeper models. More are in development. We also have an electric-hybrid sweeper that is available mounted on a diesel or CNG powered chassis. Sweeping is powered electrically while the chassis propulsion and battery re-charging is done with the diesel or clean CNG chassis power. Our pipeline of development items is significant as well. Users will see a number of new products utilizing technological advances in the coming years. This is all attributable to our Engineering and Product Development group where we focus on employing new technologies for our products.   |
| 41        | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.   | We have a working relationship and agreement with NASCAR Green, the sustainability arm of NASCAR sweeping. We have worked with them for approximately eight years and we are the exclusive sweeper for all major NASCAR events. We were chosen after comprehensive testing of our sweeper product and we were chosen because of benefits such as fuel efficiency and ability to design and deliver very specific features required for use on race tracks.<br>We offer single-engine sweep technologies on several models and we are able to show improved fuel efficiency and noise reduction. This theme has continued most recently with development of our hybrid-electric sweeping technology that is now available with our Broom Bear sweeper. Sourcewell members can look forward to additional "green" solutions in the near future.   |
| 42        | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Elgin Sweeper Company is committed to providing environmental solutions that reduce storm water runoff pollution and air pollution. Years ago we introduced our "Eco-Infused" Technology to our brand which is development platform that combines science and innovation to produce more environmentally efficient sweepers. From alternative fuel to waterless dust control to single-engine sweeper technology to electric hybrid powered sweepers, Elgin is a technology leader in developing products that result in cleaner streets, water and air. We have been recognized by NASCAR green with a long-term partnership (9 years running) based on our ability to provide track sweeping and drying in the most efficient manner available.   |
| 43        | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | While Elgin does not qualify under any of these business heading, several of our partner/dealers do. This includes WMBE and SBE. This is not a requirement of our dealer/partners and therefore access to documentation is not readily available.   |
| 44        | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?  | Elgin's unique attributes include a full-line of street/road sweepers that can be configured for virtually any road sweeping application. The full line includes multiple units of purpose build mechanical, chassis mounted mechanical, regenerative air, pure vacuum sweepers, as well as alternative fuel. Our dealer network positions us to serve and support virtually any Sourcewell member in the US and Canada. We have long-term relationships with our dealer network which means we work well together and ultimately, our customers and Sourcewell members benefit. Together, and with our complete-line of sweeper offerings, we can focus on specific sweeping applications that would best serve our customers and Sourcewell membership. We do not need to push one technology or nudge customers in a certain direction as we offer all types of sweeping. We have a full service engineering department which provides tremendous flexibility to offer unique option requests to meet specific customer/member requirements.<br>Lastly, our long relationship with Sourcewell means that we are familiar with member needs and also with vendor requirements - such as reporting and managing our contract effectively to the mutual benefit of all parties. |



**Table 9: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question  | Response *  |
|-----------|---|---|
| 45        | Do your warranties cover all products, parts, and labor?  | Yes   |
| 46        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | No usage limitation. Standard warranty is for 1 year bumper-to -bumper exclusive of wear items such as brooms.  |
| 47        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | Yes   |
| 48        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Our dealer contracts require that they provide service for all customer within their area of responsibility. This would of course include Sourcewell member customers. In very rare situations and with the agreement of the customer, authorizations for a specific customer to perform their own warranty repair can be given. Elgin and our dealer would support this by providing parts, work instructions and compensation at pre-established rates. Authorization would only be given if the required repair is considered relatively easy to accomplish and did not present any risk for the customer. |
| 49        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?  | Our warranty covers all items with the exception of engines, truck chassis, tires and other components that carry their own manufacturers warranty. These items are typically supported by local dealer facilities. Any items/components that do not have local service would be cover by Elgin and our dealers. We have been know to assist our end user by leveraging our contacts with engine and chassis manufacturers and dealers.   |
| 50        | What are your proposed exchange and return programs and policies?   | It is extremely rare that we would need to exchange or have a sweeper returned. If one of our sweepers was determined to be wrong for a specific customer need/application, we would work with them to modify or exchange a product for one that would work better. Ultimately, we are all better off if the customer is satisfied with their sweeper - that's what we work toward.   |
| 51        | Describe any service contract options for the items included in your proposal.  | We are not specifically offering service contracts with this proposal. However, most of our dealer offer a variety service contract options and service specials. The offerings can be from full-service turnkey parts and service solutions to specific seasonal specials in preparation for sweeping season. These are dealer specific.   |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 52        | Describe your payment terms and accepted payment methods?  | Payment terms are established between the Elgin dealer and the Sourcewell member. Generally, this is net 15 or net 30-days. However, our dealers do most of their business municipally and understand that some entities need to apply different payment terms. Most of the time the specific member requirements can be met if within reason.<br>The standard payment terms between our dealer and u is net 30-days.  |
| 53        | Describe any leasing or financing options available for use by educational or governmental entities.   | Again, leasing and financing options are determined between the Egin dealer and the Sourcewell member. All of our dealers offer some type of leasing and/or financing option. This is usually with a third-party that we or they have established relationships with. We often recommend NCL and many of our dealers have an established relationship with NCL and use NCL's Sourcewell contract solution for lease/financing options.   |
| 54        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | We do not have a standard transaction document that is provided to the end-user/member. Typically, the entity issues a purchase order to our dealer based on a Sourcewell proposal/quote that is generated through our configurator tool. The dealer submits the "quote" to us as an order once the member issues a PO. We, in turn, issue an electronic acknowledgement document to the dealer confirming what was ordered. This is our standard process today, for all orders, and Sourcewell orders fit nicely within our existing process. I am including example documents in the upload section. |
| 55        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?   | The payment process for members is a transaction between Sourcewell member and Elgin dealer. I do not believe P-card transactions are used. We do not accept P-Card payments from our dealers.<br>We have no hidden or undisclosed costs.  |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 56        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                              | We are offering our full-line of sweepers. Our pricing model is a simple 3% discount from list price on all sweeper products including options, exclusive of chassis and freight (from factory to dealer location) costs.<br>We are also offering the rental of our sweepers. Rental rates apply across the US and Canada (in Canadian dollars). The rates provided on the rental rate sheets are the Sourcewell member's price.<br>Used Sweepers, primarily from rental fleet, are generally late model and because of various usage and condition of specific units, the pricing will be a negotiated and agreed to price between the member and Elgin dealer. This allows members a method of obtaining a quality sweeper at a much lower initial acquisition cost.   |
| 57        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.  | For new equipment a 3% discount from list price applies. This discount applies to all Elgin manufactured content including options.<br>The rental pricing is a pre-established rental rate and is consistent throughout the US and Canada. These rates are at the lower end of the regional rate study that was conducted.<br>Used equipment pricing will be negotiated and agreed to between member and Elgin dealer.   |
| 58        | Describe any quantity or volume discounts or rebate programs that you offer.  | Additional volume discounts could be considered on a case-by-case basis.   |
| 59        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  | Sourced products or open market items fall into three categories for us. This could be items that would be provided by our dealer. The items in this category would be quoted by our dealer to the member and could include items such as special radios, decals or exterior wraps, lighting, and other dealer installed accessories. These items would not be subject to the 3% discount.<br>Also included in this category would be unique equipment or options that would be designed, manufactured or procured and installed by Elgin. This is common for us and would be handled through our RFQ/Specials process. This allows us to provide a unique (off price list) solution for our customers and would be priced consistently with the 3% discount from list price. Our "Special" solution would be included in the Sourcewell proposal/quote.<br>The last category would be factory supplied chassis. Because most of our product are mounted and integrated to a commercial chassis, we work with commercial chassis manufacturers and their local dealers to provide chassis specifically engineered for Elgin sweeper-mounting and use. We typically get favorable pricing from the manufacturer/dealer because of our volume. These chassis are very competitively priced and specifically designed for use with our sweepers. This is the easiest, least risky, and most often cost-effective turnkey solution. Because chassis availability/inventory is inconsistent and lead times vary, we do not provide chassis pricing. We will provide chassis quote through our dealer at the time a Sourcewell quote/proposal is being developed - the 3% discount does not apply to chassis that we or our dealers provide. |
| 60        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Additional costs not included with our submittal would include dealer charges for items such as pre-delivery inspection and unit preparation, local freight charges, additional training above and beyond initial training at or shortly after delivery. Also, as mentioned above, any dealer installed item would not be identified in our price sheets but would be identified in the member's Sourcewell proposal/quote.  |
| 61        | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.  | The freight from our factory to the local dealer facility would be included with the Sourcewell quote but not subject to the 3% discount. Freight is a pass thru cost and not a profit item for us. Local freight and delivery is handled by our local dealers and is not specifically listed in our response. This cost would be additional and should be listed on the member's pricing quote (often listed as part of the PDI process). This price would also vary by dealer and complexity of local shipping requirements.   |
| 62        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Alaska, Hawaii, Canada or other "offshore" delivery requirement would include a special quote from us. With offshore shipping requirements we typically containerize the sweeper, deliver to a coastal port via truck and then load the container to a boat for delivery to location. This usually requires additional handling charges including protective coatings and dock charges. These charges can vary and would be disclosed in a member's proposal/quote.  |
| 63        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | We have a dedicated traffic department which is tasked with arranging any unique delivery requirement. This is their focus and the department is knowledgeable and skilled at finding competitively priced shipping options that best meet requirements.   |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments   |
|-----------|---|--|
| 64        | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | The pricing offered for our complete line of street sweepers for this Sourcwell proposal is typically better than what we offer for other purchasing contracts. It is possible that a dealer may offer a lesser price for a specific deal or customer but that is generally without our input. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 65        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. | Currently, we require our Regional Sales Managers to report Sourcwell Sales (using the provided Sourcwell template) on a quarterly basis. Late last year we refined and simplified that process by allowing our dealers to select "Sourcwell" within the CPQ/ordering tool and that would automatically apply the appropriate pricing. This also allows us the ability to track Sourcwell deals in our CPQ/on-line ordering tool. Each RSM now has the ability to view all sales, by specific dealer and region and can query for Sourcwell specific sales. By tracking sales within our CPQ ordering tool, we can verify "Sourcwell" sales and obtain the other required reporting details including transaction price. Once RSMs submit their territory Sourcwell sales reports, they are reviewed and reconciled by our Controller. Once approved, I submitted the quarterly report as required and our Controller initiates payment. |
| 66        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.  | Quarterly sales are reviewed and compared to the previous year's quarterly results and are also reviewed as a percentage of overall sales. As Business Development Manager, I am task with ensuring growth targets are achieved specific to several business development objectives that are set. This includes overall Sourcwell Sales increases. I am also charged with ensuring compliance to requirements.   |
| 67        | Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)   | As with past contracts, we propose a 0.5% administrative fee exclusive of chassis pricing and freight. We remove chassis pricing and freight as these items are not profit generating but rather cost items. This fee will be paid by us (Elgin) and is not a line item past on to the member.   |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 68        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal.  | We are offering for purchase or rental, a full-line of street sweepers. We offer purpose-built mechanical sweepers, chassis-mounted mechanical, regenerative air and pure vacuum sweeping technologies. We also offer a number of our models utilizing alternative fuels including Compressed Natural Gas (CNG) and hybrid electric sweepers. Our product offering represents the most comprehensive line-up of full-sized street sweepers for use in municipal, county highway and state DOT applications. Because of recent popularity of renting sweepers, we are offering rental option for our line of sweepers as well as the sale of late model used sweeper equipment. |
| 69        | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. [Refer also to RFP Section II. B. 2 for potential subcategory descriptors.] | Our focus is on street, highway, runway, construction, and large parking lot sweepers. Our subcategories include purpose-built, chassis-mounted diesel and alternative fuels including Compressed natural gas (CNG) and hybrid (electric) solutions. It should be noted that our sweepers have a comprehensive list of options and accessories that are available to customize our products for specific and geographic applications including waterless sweeping and high-altitude sweeping. These options are including in our offering.   |

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type   | Offered *  | Comments   |
|-----------|--|--|--|
| 70        | Street, sidewalk, and parking lot sweeping and cleaning equipment                      | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Eight different models with optional variations for specific sweeping applications.  |
| 71        | Runway sweeping and cleaning equipment   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | We offer an option of our regen sweeper for higher speed runway and tarmac sweeping applications.  |
| 72        | Litter, trash, and debris vacuums  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Our regenerative air and pure vacuum sweepers are available with Catch basin hose that can add versatility to pick-up debris below surface grade or on/in street shoulders and parkways. |
| 73        | Supplies and replacement or wear parts related to the solutions in Lines 70 - 72 above | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | Service parts are not offered.   |

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 74. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|------------------|-----------------------------------|------------------------------------|
|                  |                                   |                                    |
|                  |                                   |                                    |
|                  |                                   |                                    |
|                  |                                   |                                    |
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|                  |                                   |                                    |

**Documents****Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Elgin Pricing Files.zip - Tuesday September 28, 2021 16:19:40
  - [Financial Strength and Stability](#) - fss\_2020\_10k.pdf - Friday September 24, 2021 14:17:07
  - [Marketing Plan/Samples](#) - 2021 Elgin Facebook - Sourcewell.pdf - Friday September 24, 2021 13:26:30
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Elgin Warranty Statement.jpg - Monday September 27, 2021 10:57:49
  - [Standard Transaction Document Samples](#) - Elgin Transaction doc examples.zip - Friday September 24, 2021 13:27:10
  - [Upload Additional Document](#) - Fed Sig Elgin Vactor-Sourcewell-COI 2022.pdf - Monday September 27, 2021 13:52:39

**Addenda, Terms and Conditions****PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Panizzi, Business Development Manager, Elgin Sweeper Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name   | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| <b>Addendum_2_Street_Sweepers_RFP_093021</b><br>Wed August 25 2021 07:12 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_1_Street_Sweepers_RFP_093021</b><br>Fri August 13 2021 02:49 PM | <input checked="" type="checkbox"/>                                | 2     |



Commission Meeting Date: December 6, 2022  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** First Due Contract with the City of Great Falls and Great Falls Fire Rescue

**From:** Mike McIntosh, Assistant Chief-Prevention

**Initiated By:** Great Falls Fire Rescue

**Presented By:** Jeremy Jones, Fire Chief

**Action Requested:** Contract Approval

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (ratify/not ratify) the contract proposal from First Due to provide Great Falls Fire Rescue with a records management software and (ratify/not ratify) the contract proposal with Central Square for the annual subscription fee and the interface export between First Due and Central Square software.”

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

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**Staff Recommendation:** Staff recommends that the Commission accept the proposals as submitted by First Due for records management software for the documentation and retention of all fire reports, fire investigation reports, EMS patient care reports, fire inspection reports, pre-incident planning reports, crew resource management, shift scheduling and all other fire service related documentation and record keeping, as well as Central Square for CAD PS Pro First Due interface [export] annual subscription fee and one time public safety project management services and technical services.

**Summary:** Since 2017, Great Falls Fire Rescue (GFFR) has been using Emergency Reporting (ER) as its fire service records management software (RMS). Recently ER was purchased by a company by the name of ESO who specializes in medical reporting and data accumulation for hospitals and other medical institutions. ESO has just recently entered into the fire service RMS arena.

GFFR has been extremely happy with the ER platform, as it has met the needs of the department when it comes to the reporting and retention of fire and EMS reports, fire investigation reports and fire inspection reports. The ER platform has also served as the platform we have used to track all vehicle and equipment maintenance, along with the housing of all of our Administrative Regulations and Standard Operating Guides. With the purchase of ER by ESO, ESO will no longer be supporting the ER platform. ESO will be moving all ER customers over to the ESO platform beginning in January of 2023.

GFFR recently able to meet with representatives from ESO to find out what their platform would offer, how the transition from ER to ESO would work, and what the cost of the ESO platform would be. In this meeting, the GFFR administration was informed that GFFR would begin to be moved from the ER platform to the ESO platform beginning in January of 2023. The total transition from ER to ESO would not be complete until early in 2024. During that time, GFFR would have to use both the ESO platform and the ER platform to meet the department's needs. This would mean the GFFR would have to renew its contract with ER for 2023 and enter into a contract with ESO for 2023. GFFR's contract with ER renews in March of 2023.

After meeting with the ESO representative, GFFR determined that the ESO platform would not meet the needs of GFFR. While the EMS reporting was excellent, the fire service reporting along with other fire service related operations was lacking. GFFR also found that the price point for ESO would be a significant increase from what GFFR is currently paying for ER. ESO quoted GFFR a total reoccurring cost of \$36,540 per year. GFFR is currently budgeted to pay roughly \$15,000 per year for ER.

When ESO purchased ER and GFFR had very little contact or information from ESO on the transition to their platform, GFFR took a proactive approach and began soliciting bids from other fire service RMS providers. The GFFR administration participated in communication with fire service chief officers from around the country who were in a similar situation as GFFR. In these communications, GFFR's administration found the top two RMS providers recommended across the country were First Due and ImageTrend.

GFFR's administration, along with members of the cities IT department, had presentations by both First Due and ImageTrend. After the presentations, GFFR and IT did their due diligence on both companies. IT found First Due to be the preferred fire service provider by the cities CAD provider Central Square (Zurcher), and GFFR's administration felt that the First Due platform better met all the needs of the GFFR. GFFR's administration also found that when both companies submitted bids that both First Due and ImageTrend were within dollars of each other in their pricing.

Given all of this information, GFFR has begun working with First Due for a targeted implementation date of January 1, 2023. GFFR and First Due are currently building the RMS platform, city IT has been working with Central Square and First Due to begin the process of the CAD integration. All of this work has been done with the direction that GFFR would be moving to the First Due platform.

First Due has submitted their Agreement for Services, and the City of Great Falls SaaS Agreement and Standard Technology Agreement have been submitted to First Due. Both the City's and First Due's legal staffs have reviewed the documentation and have agreed the language submitted.

With First Due building the RMS system for GFFR the Agreement for Services is dated to beginning December 1, 2022. Given the pressing time for implementation by January of 2023 and the First Due contract date starting December 1, 2022, GFFR is requesting Commission ratification of both contracts at the December 6, 2022 Commission meeting. Per article (2) of other professional services in the City's purchasing policy, GFFR received the approval from the Acting City Manager to allow services to begin with First Due on December 1.

**Fiscal Impact:** The fiscal impact on GFFR will be double that of what GFFR is currently budgeted for in the current fiscal year. GFFR does not have the choice to stay on the current ER platform; therefore, GFFR will have to come up with the funding needed for the First Due platform within our current operating budget. GFFR will then budget for the First Due RMS platform in the next fiscal year.



**Alternatives:** GFFR is being forced to move to a new RMS provider as our current RMS provider ER is no longer going to be supported as it was purchased by ESO. GFFR could move to the ESO platform beginning in January; however, the ESO platform does not meet the needs of GFFR. The cost of ESO would be \$36,540 per year. GFFR could accept the bid submitted by ImageTrend as that platform offers many options that would fit the needs of GFFR. However, GFFR administration feels that the ImageTrend platform would be difficult for our employees to learn, therefore frustrating our employees. The cost for the ImageTrend platform is \$54,623.00 year one and \$42,638 after that. GFFR could accept the proposal submitted from First Due and move to their platform in January 2023. The First Due platform will meet all the needs of GFFR and is the recommended RMS provider by the GFFR administration. The cost for First Due is \$53,550 year one and \$48,700 after that.

**Attachments/Exhibits:**

First Due Agreement for Services

CentralSquare Proposal

RMS letter submitted to DCM Anderson



## AGREEMENT FOR SERVICES

This Agreement for Services (this "Agreement") dated as of **December 1, 2022** (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media") and the **Great Falls Fire & Rescue** located at **PO Box 5021, Great Falls, MT 59403** (the "Customer").

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation and performance of Locality Media's business, including but not limited to the Service.
3. As between the parties, the Customer and its employees, contractors, members, users, agents and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history) , residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.

4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or wifi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").
5. This Agreement will be effective for an initial term of **12 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **5%** per annum, applied to the Service fees set forth in the previous term. A renewal estimate will be provided to the Customer no less than 90 days before term expiration. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
6. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.
7. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on Locality Media's income). The Customer represents it has not received and agrees that it shall not collect any fee, payment or remuneration of any kind from any Data provider, other municipal agency or other third party in connection with the Customer's purchase or use of the Service under this Agreement.
8. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
9. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be

disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).

10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.
11. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.
12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS.
13. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.
14. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.
15. Locality Media will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.

16. The Customer will indemnify, defend and hold Locality Media harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 15 above or result from the gross negligence or willful misconduct of Locality Media.
17. Such indemnification under Sections 15 and 16 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.
18. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER TO LOCALITY MEDIA WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.
19. All notices, requests, demands or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana.
22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.
24. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.
25. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.

26. Agreement Billing Information

a. **Accounts Payable Contact**

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

b. **Tax Exempt** \_\_\_\_\_ (Yes/No)

If Yes, please email a copy of the Exempt Certificate to [accounting@firstdue.com](mailto:accounting@firstdue.com).

c. **Purchase Order Required** \_\_\_\_\_ (Yes/No)

If Yes, return a copy of the Purchase Order with the signed agreement or email a copy to [accounting@firstdue.com](mailto:accounting@firstdue.com).

**LOCALITY MEDIA, INC.**

**Great Falls Fire & Rescue**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Andreas Huber

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

Title: CEO

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

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

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



Locality Media, Inc. dba First Due  
 107 Seventh St  
 Garden City, NY 11530, United States  
 Phone: +1 (516) 874-2258  
 Website: <https://www.firstdue.com/>

**Exhibit A - Quote**  
 Prepared By: Justin Kelly  
 Valid Until: December 31, 2022  
 Quote Number: 1545132000031273224

**BILL TO:**

Jeremy Jones  
 Great Falls Fire & Rescue  
 PO Box 5021  
 Great Falls, MT 59403

**Account:** Great Falls Fire & Rescue  
**Subscription Start:** December 1, 2022  
**Initial Term:** 12 months  
**Annual Subscription:** \$48,700.00

| Product Details   | Total |
|---|-------|
| <b>Occupancy Management &amp; Pre-Incident Planning</b>   |       |
| Manage Occupancies, Hydrants, Pre-Incident Mapping, GIS data, Fire Systems, Hazardous Material, and Contacts.                                       |       |
| <b>Responder</b>  |       |
| Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.  |       |
| <b>Inspections</b>  |       |
| Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning. |       |
| <b>Investigations</b>   |       |
| Organize, analyze and document investigations, keeping case information secure and separated from, but integrated with other modules.               |       |
| <b>Incident Reporting – NFIRS</b>   |       |
| NFIRS Incident Documentation, State and Federal Compliance with automated submission.   |       |
| <b>Incident Reporting – ePCR</b>  |       |
| ePCR Incident Documentation, State and Federal Compliance with automated submission.  |       |
| <b>Scheduling</b>   |       |
| Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.                      |       |
| <b>Personnel Management</b>   |       |
| Store, Manage and Access Employee Records including demographic data, certifications and employment information.                                    |       |
| <b>Training Records</b>   |       |
| Assign Training, Record Completions, View Training Logs, and Manage Certifications.   |       |
| <b>Events &amp; Activities</b>  |       |
| Create Events, View Global Activity Log, and Access Global Calendar.  |       |
| <b>Assets &amp; Inventory</b>   |       |
| Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.                                       |       |

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**Community Connect**

Online portal for residents and businesses to input critical occupant and property data that can be made available to Emergency Response Agencies during an incident.

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**CAD Integration**

Automated importing of CAD calls via XML, Database Connector or API.

---

**Online Standard Training Package**

Includes a one-hour planning session and up to 12 hours of webinar train-the-trainer sessions

---

**Implementation and Configuration Services**

Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

|                            |                     |
|----------------------------|---------------------|
| One-Time Fees Subtotal     | \$ 4,850.00         |
| Subscription Fees Subtotal | \$ 48,700.00        |
| <b>Grand Total</b>         | <b>\$ 53,550.00</b> |

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**Statement of Work**

Please see attached Statement of Work detailing the Implementation, Training and Support for this Exhibit A – Quote.

**Terms and Conditions**

The above-listed Grand Total will be invoiced on or around the Subscription Start date. For subsequent annual periods, the Service fees are due and payable annually in advance.

**Payment Terms:** Net 30 days

**For electronic ACH payment:** JPMorgan Chase Bank | ABA Routing: 021000021 | Account #: 803527972





Locality Media, Inc. dba First Due  
 107 Seventh St  
 Garden City, NY 11530, United States  
 Phone: +1 (516) 874-2258  
 Website: <https://www.firstdue.com/>

**Statement of Work**  
 For Quote Number: 1545132000031273224

## Statement of Work | Great Falls Fire & Rescue

### Introduction

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training and Support.

#### 1. Implementation:

First Due works very closely with you to ensure the application is ready for go-live. During the Implementation you will be assigned a Client Success Manager and Implementation Manager who will lead you through the process. Below is a description of each component of our implementation.

- a) **Discovery & Planning:** During a project kick-off meeting we will flesh out the key components of the configuration, customer stakeholders and project timelines. After this stage we will have a clear plan to when and how your agency will be live with First Due.
- b) **Configuration:** First Due is an out-of-the box system but can be configured for your Agency's needs. Our team will work with you to configure all the parts of the application necessary for go-live and beyond. These configuration sessions will generally occur weekly, and also act as administrator training.
- c) **Optimization:** Once the account is configured, we will arrange a small end-user testing group to begin to use the application out-in-the-field. This is an iterative process in which we listen to feedback and make adjustments to the product on the fly.
- d) **Training:** Once we have sign-off the product is ready for go-live we will build the necessary training plan together, which may include train-the-trainer sessions, end user training, custom training videos/content or even onsite sessions. The training section below provides more detail on included training.
- e) **Roll Out:** After training is complete, we are ready to roll-out the platform. We will work closely with you to ensure First Due is rolled out effectively across your agency.
- f) **Support:** Once we achieve sign-off that the system is live and stable, we will transition to support (as described in the support section below). However, you will continue to have a dedicated Client Success Manager moving forward.

#### 2. Training:

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the customer will receive the purchased training as outlined in Exhibit A - Quote throughout the implementation process as outlined:

1. Webinar Administrator training during configuration sessions
2. Webinar formal Train-the-Trainer and/or End User Session(s) during the training phase
3. Access to online training videos, documents, content and interactive knowledgebase

#### 3. Integrations:

Any scoped integrations included in this document will be described below. Any additional integration scoped at a later date will be provided in a separate SoW at that time.

**4. Data Migration:**

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

1. Data Migration Planning Session
2. Assistance/Guidance in extracting data from existing system/s
3. Mapping extracted data to First Due import workbooks
4. Importing of Data into First Due

**5. Support:**

First Due provides Support as part of the base subscription. This includes:

1. Email, Phone, Ticketing System Support Channels and Live Chat
2. Dedicated Client Success Manager
3. Access to knowledge base including online training videos and FAQs

### City of Great Falls SaaS Agreement

All Software as a Service (SaaS) contracts must meet the following requirements. Meeting these requirements help ensure the City of Great Falls is entering into agreement with a Provider that places a high value on City data and access (to that data). Unlike traditional on premise solutions (where the City assumes most of the responsibility for its own data and access), SaaS puts a greater responsibility on a Provider to deliver and maintain an available, accessible, and secure solution. The City expects all Providers to meet these minimal requirements. Any items that cannot be met requires an attached explanation/response which is acceptable to the City.

#### 1. Service Levels

- a. Provider will deliver no less than 99.5% up-time. The industry SLA standard for SaaS vendors is typically between 99.5% - 99.9%. At 95.5%, the allowable down-time should not exceed 11 hours in any given quarter. This excludes any outage that is not the fault of the Provider (for example: internet outage or natural disaster).
- b. Provider may be required to provide refunds for excessive downtime at the end of any quarter (anything less than 99.4% up-time and/or greater than 13 hours of down-time).
- c. Provider will allow the City the option to terminate all agreements without penalty should Provider up-time fall below 99% (and/or equal to 22 hours of down-time) for any given quarter.
- d. Provider will allow the City the option to terminate all agreements without penalty should a known critical software deficiency (one that is deemed by the City to cause significant negative impact to City business) extend beyond a 72 hour period without resolution. The City must give written notice of any critical software deficiencies to the Provider.

#### 2. Data

- a. Provider accepts that all data is property of the City of Great Falls.
- b. Provider will host City data in a U.S. location.
- c. Provider will conduct daily backups of City data.
- d. Provider will store backups in an offsite U.S. location.

#### 3. Security

- a. Provider will secure all areas that host City data.
- b. Provider will be SSAE 18 compliant.
- c. Provider will run regularly scheduled security vulnerability assessments/penetration tests.
- d. Provider will secure all client connections by VPN. City will provide the VPN for its end users and if required, Provider can provide IP restrictions for access to City account.
- e. Provider will secure all client connections by meeting PCI standard password requirements.
- f. Provider will run antivirus and anti-malware either at the host or on an edge device (where host is located).
- g. Provider will log access to the system/database.
- h. Provider will provide a copy of its liability insurance coverage.
- i. Provider will provide a copy of its 3<sup>rd</sup> party cyber security insurance.
- j. Provider shall provide a copy of its cyber liability coverage (if not included in its liability insurance coverage).

#### 4. Business Continuity

- a. Provider will have a plan in place for power or critical service failure.
- b. Provider will have a plan in place for physical disasters such as fire, water, or other natural disaster.
- c. Provider will have a plan in place for security breaches such as a DDOS or ransomware attack.
- d. Provider should have a Disaster Recovery failover site.
- e. Provider will provide the City its data in a usable format upon termination of contract.

**By signing below, Provider agrees it meets the above requirements. These requirements and terms supersede all other signed agreements/contracts and are required as an addendum to all signed contracts/agreements between the City and the Provider as they relate to Cloud-based/SaaS services.**

\_\_\_\_\_  
Provider/Vendor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized City Signature

\_\_\_\_\_  
Date

### City of Great Falls Standard Technology Agreement

All technical contracts between the City and any Vendor or Provider must meet the following requirements. Meeting these requirements help ensure the City of Great Falls is meeting its own terms and conditions. Any terms and/or conditions that cannot be met requires an attached explanation or response which is acceptable to the City.

#### TERMS AND CONDITIONS

- 1) Provider agrees that it is an independent contractor for purposes of entering into a contract and is not to be considered an employee of the City of Great Falls for any purposes.
- 2) Provider agrees all work product shall become the City’s property. Provider maintains a website through which City members may access Provider’s First Due Size-Up™ Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their City duties. Provider owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Provider to the City in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the City. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Provider, the City and City Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the City’s use of the Data that the City has provided.
- 3) Provider agrees to meet any timelines which must be included in the contract and/or Statement of Work.
- 4) Included in the contract are provisions for termination in the event of non-performance, *force majeure*, or by either party upon thirty (30) days written notice prior to cancellation.
- 5) Provider agrees it will not transfer an awarded contract without prior written consent of the City.
- 6) Provider will comply with all federal, state and local laws, ordinances, rules, and regulations, including the safety rules and codes and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA.
- 7) Provider will carry, maintain, and furnish proof of commercial general liability insurance to the City’s satisfaction, including an Additional Insured Endorsement naming the City as an additional insured, professional liability insurance.
- 8) Provider will carry, maintain, and furnish proof of 3<sup>rd</sup> party cyber security insurance.
- 9) City of Great Falls is a public entity. Provider acknowledges that any written information provided to the City of Great Falls may be subject to public inspection under Montana or other applicable law and subject to records retention laws.
- 10) Provider shall indemnify, defend and hold harmless City of Great Falls from any and all claims, lawsuits or liability, including attorney’s fees and costs, arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of Provider, its employees, agents, contractors, or any subcontractor as a result of Provider’s or any subcontractor’s performance pursuant to the contract
- 11) Please note that the City of Great Falls is exempt from payment of Federal Excise Tax. Its taxpayer identification number is 816001269.

**By signing below, Provider agrees it meets the above terms and conditions. These terms and conditions supersede all other signed agreements/contracts and are required as an addendum to all signed contracts or agreements between the City and the Provider or Vendor.**

\_\_\_\_\_  
Provider/Vendor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized City Signature

\_\_\_\_\_  
Date

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Locality Media, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**107 7th Street**

6 City, state, and ZIP code  
**Garden City, NY 11530**

7 List account number(s) here (optional)

Requester's name and address (optional)

#### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

|  |  |  |   |  |  |  |  |  |
|--|--|--|---|--|--|--|--|--|
|  |  |  | - |  |  |  |  |  |
|--|--|--|---|--|--|--|--|--|

OR

Employer identification number

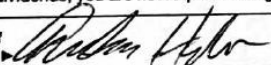
|   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|
| 8 | 1 | - | 1 | 3 | 8 | 8 | 0 | 6 | 2 |
|---|---|---|---|---|---|---|---|---|---|

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

#### Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
  - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
  - I am a U.S. citizen or other U.S. person (defined below); and
  - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ 

Date ▶ **7/11/2022**

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

October 27, 2022

Quote prepared by:

Jodi Hartz

jodi.hartz@centralsquare.com

Quote #: Q-115971

Primary Quoted Solution: PSJ Pro

Quote expires on: December 30, 2022

Quote prepared for:

Jeremy Jones

Great Falls Fire Rescue

105 9th St S

Great Falls, MT 59401

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at [www.centralsquare.com](http://www.centralsquare.com).

## WHAT SOFTWARE IS INCLUDED?

### FIRSTDUE INTERFACE PROJECT

|  | PRODUCT NAME  | QUANTITY | UNIT PRICE | TOTAL               |
|--|---|----------|------------|---------------------|
| 1.   | CAD PS Pro FirstDue Interface (Export)<br>Annual Subscription Fee | 1        | 2,651.18   | 2,651.18            |
| <b>FirstDue Interface Project Software Total</b> |   |          |            | <b>2,651.18 USD</b> |

### SOFTWARE SUMMARY

|                       |                     |
|-----------------------|---------------------|
| <b>Software Total</b> | <b>2,651.18 USD</b> |
|-----------------------|---------------------|

## WHAT SERVICES ARE INCLUDED?

### FIRSTDUE INTERFACE PROJECT

|    | DESCRIPTION   | TOTAL    |
|----|---|----------|
| 1. | Public Safety Project Management Services - Fixed Fee | 780.00   |
| 2. | Public Safety Technical Services - Fixed Fee          | 1,560.00 |

|  |                     |
|--|---------------------|
| <b>FirstDue Interface Project Services Total</b> | <b>2,340.00 USD</b> |
|--|---------------------|

### SERVICES SUMMARY

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|                       |                     |
|-----------------------|---------------------|
| <b>Services Total</b> | <b>2,340.00 USD</b> |
|-----------------------|---------------------|

## QUOTE SUMMARY

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|                          |              |
|--------------------------|--------------|
| <b>Software Subtotal</b> | 2,651.18 USD |
|--------------------------|--------------|

|                          |              |
|--------------------------|--------------|
| <b>Services Subtotal</b> | 2,340.00 USD |
|--------------------------|--------------|

|                       |              |
|-----------------------|--------------|
| <b>Quote Subtotal</b> | 4,991.18 USD |
|-----------------------|--------------|

|                    |                     |
|--------------------|---------------------|
| <b>Quote Total</b> | <b>4,991.18 USD</b> |
|--------------------|---------------------|

## WHAT ARE THE RECURRING FEES?

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| TYPE                         | AMOUNT |
|------------------------------|--------|
| FIRST YEAR MAINTENANCE TOTAL | 0.00   |

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FIRST YEAR SUBSCRIPTION TOTAL

2,651.18

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The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

The On Premise Subscriptions purchased under this Quote shall be governed by Exhibit A attached hereto.

## BILLING INFORMATION

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Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

## PAYMENT TERMS

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### License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

### Contract Startup

- 100% Due Upon Contract Execution

### Hardware & Third-Party Software

- 100% Due Upon Contract Execution

### Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Contract Execution

### Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

### Travel & Living Expenses

- Due as Incurred



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## PURCHASE ORDER INFORMATION

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Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: \_\_\_\_\_

Initials: \_\_\_\_\_

### Great Falls Fire Rescue

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Date:

\_\_\_\_\_

Title:

\_\_\_\_\_

## EXHIBIT A

### Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
3. **Termination of Access Rights.** Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.



## GREAT FALLS FIRE RESCUE

105 9<sup>th</sup> Street South, Great Falls, MT 59405  
Office (406)791-8971 | Cell (406)799-9916  
mmcintosh@greatfallsmt.net



Agenda #13.

Date: September 12, 2022

To: Assistant City Manager Anderson

From: Assistant Chief-Prevention McIntosh

Re: GFFR move to a new RMS system

Mr. Anderson:

Thank you for your inquiry into why GFFR must move to a new RMS system. At the beginning of 2018, GFFR had the opportunity for the first time ever to move to a RMS that was strictly Fire Service based. In looking for an RMS system, GFFR narrowed the field down to the two top RMS systems at the time, Firehouse and Emergency Reporting (ER). After much research, ER was the vendor chosen to provide GFFR its RMS platform. Since ER was implemented, it has served GFFR well and if GFFR had the choice, we would continue to stay with ER.

Over the past few years, a company by the name of ESO has entered into the Fire Service RMS business. ESO got its start focusing more on the medical side of the business than the Fire Service side of the business. A few years ago, ESO purchased the Firehouse RMS platform and just recently purchased the ER RMS platform. All of the fire departments that were users of the Firehouse or ER platforms are now being rolled over into the ESO RMS platform.

In following Fire Chief message boards, as well, as talking with other Chief Officers from around the country, GFFR has found that the majority of the departments that were with Firehouse or ER are not happy with the new ESO RMS platform. With this being said, those Chief Officers who are using ESO have said that the medical side of the system is great, however it is lacking on the Fire Service side. They have stated that the ESO system does not meet their needs, there have been unfulfilled promises and there has been significant price increases for the ESO platform.

When talking with Chief Officers at the National Fire Academy (NFA), I found that the majority of these Chiefs were moving their departments from ESO to the following two RMS companies, First Due and Image Trend. This information was consistent with what many Chief Officers were stating on message boards. Speaking with the Chief Officers at the NFA, they stated that the cost quoted them from ESO was extremely steep. One Chief Officer told me his department was going from paying around \$15,000 for ER to between \$60,000-\$70,000 for ESO.

Deputy Chief Virts has been in contact with a salesperson from ESO who informed him that we could spread our payments out over a five-year period and the cost for implementation of ESO for GFFR would be in the same range as the Chief Officer I spoke with at the NFA, \$60,000-\$70,000.



## GREAT FALLS FIRE RESCUE

105 9<sup>th</sup> Street South, Great Falls, MT 59405  
Office (406)791-8971 | Cell (406)799-9916  
mmcintosh@greatfallsmt.net



Agenda #13.

As GFFR will begin its transition to the ESO RMS platform in January of 2023, GFFR Administration felt that with the information we have gathered that it would be prudent to get quotes from other RMS companies.

GFFR has received presentations from both First Due and Image Trend. Both of these companies will meet the needs of GFFR, they also meet state federal requirements for data reporting of EMS and NIFRS incidents. Currently ESO is seeking compliance for the newest version the National EMS Information System (NEMSIS).

While both First Due and Image Trend excel in certain areas, it has been determined by GFFR Administration that First Due would be more user friendly and more suited to the overall needs of GFFR.

Tom Pike has reviewed both platforms and has spoken with representatives from First Due on multiple occasions. Tom is in favor of First Due as they are business partners with Zurcher and make interfacing with the CAD system much easier.

In summary:

- GFFR has no choice in moving to a new RMS software with the purchase of ER by ESO
- GFFR will begin transition to ESO in January of 2023
- ESO has varied reviews from Chief Officers across the country and will cost GFFR between \$60,000-\$70,000 for implementation. The yearly cost after that has not been given
- First Due is spoken highly of by Chief Officers from around the country and is the choice of the GFFR Administration and Tom Pike. Cost for First Due is \$53,550 for implementation and \$48,700 after that with a percentage cost increase per year.
- ImageTrend is what the state uses for EMS reporting, and it is spoken highly of by Chief Officers from around the country. It is a robust system; however, it is not as user-friendly as First Due. Cost of implementation for ImageTrend is \$54,623 and the yearly cost after that is \$42,638 with a percentage cost increase per year

If you need any more information regarding GFFR's move to a new RMS system, please do not hesitate to reach out to Chief Jones or I.

Thank you,

Mike McIntosh  
Assistant Chief-Prevention  
Great Falls Fire Rescue



Commission Meeting Date: December 6, 2022

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution 10481 – A Resolution for a Conditional Use Permit for a “Two-family Residence” land use upon the property addressed as 306 21<sup>st</sup> Avenue South and legally described as Lot 10, Grandview Tracts Addition, Section 13, T20N, R3E, P.M.M., Cascade County, Montana.

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

**Initiated By:** Casey Carter, Owner

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

**Action Requested:** City Commission adopt Resolution 10481

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**Public Hearing:**

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

**Suggested Motion:**

1. Commissioner moves:
 

“I move that the City Commission (adopt/deny) Resolution 10481 subject to the applicant fulfilling the listed Conditions of Approval.”
  2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
- 

**Staff Recommendation:**

The Zoning Commission recommended that the City Commission approve the applicant’s request for a Conditional Use Permit for a two-family residence at the conclusion of a public hearing held on October 11, 2022. In addition, staff recommends approval with the following conditions:

**Conditions of Approval:**

1. **Subsequent Modifications and Additions:** If, after establishment of the conditional use, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria found in OCCGF 17.16.36.040. If such proposed change would alter a finding, the proposal shall be submitted for review as a new conditional use application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.

2. **Expiration:** The Conditional Use Permit shall expire one year after the date of issuance, if a Certificate of Occupancy has not been issued. The Administrator may extend the expiration date by up to one year if substantial work is ongoing. The Administrator may issue a Temporary Certificate of Occupancy that is valid for no more than one year if the only condition(s) remaining to be fulfilled involve landscaping that cannot be successfully established until the weather permits.
3. **Abandonment:** If the permitted conditional use ceases to operate for more than six months, the Conditional Use Permit shall expire.
4. **General Code Compliance:** The proposed project shall be developed consistent with the conditions of approval adopted by the City Commission, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
5. **Fire-rating:** The owner must provide a code compliant fire-rated floor/ceiling assembly to separate the two units.
6. **Acceptance of Conditions:** No zoning or building permits shall be issued until the property owner acknowledges in writing that it has received, understands, and agrees to comply with the conditions of approval.

**Background:**

The applicant, Casey Carter, has submitted an application to request a Conditional Use Permit to allow for the legalization of a two-family residence land use upon the property addressed as 306 21<sup>st</sup> Avenue South and legally described as Lot 10, Grandview Tracts Addition, Sec. 13, T20N, R3E, PMM, Cascade County, Montana. The subject property is zoned R-2 Single-family Medium Density, wherein a two-family residence land use is permitted upon receiving approval of a Conditional Use Permit and fulfillment of any required conditions.

The subject property is identified in the City's records as containing a single-family residence with no indication of ever being used as a two-family residence. The current owner acquired the property and is requesting to turn it into an "up/down" duplex. While the property in question is located within an R-2, Single-family Medium Density zoning district, there are no other properties with the land use of two-family residence or multi-family residence that are located in close proximity. Many nearby properties are outside the City limits. Despite the lack of two-family residences or multi-family residences in the vicinity, City staff believes the request to have a land use of two-family residence is appropriate for this property for the following reasons. First, the property's lot size is abnormally large at 1.583 acres. This is over six times the minimum lot size for the R-2 zoning district. If the applicant was interested in subdividing this property, the size of the property could accommodate several additional single family lots. Second, the property has a very large existing driveway that can easily accommodate the required four parking spaces.

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

*Impacts:*

Increasing the residential density of the lot from one to two units will not adversely impact the area. The property is over 1.5 acres in size and there is more than ample room for the required four parking spaces. A more detailed analysis of impact can be found in the attached Basis of Decision.

*Improvements:*

Staff is not recommending any improvements to the property based on its large lot size and availability of required parking.

*Proximity to Other Uses:*

The Subject Property is surrounded by single family homes on large lots or properties that are outside of the City Limits.

**Neighborhood Council Input:**

Neighborhood Council #6 met on Wednesday, October 5, 2022. The Council voted unanimously to recommend that the City Commission approve the applicant's request for a Conditional Use Permit for the proposed two-family residence. There have been two phone calls from neighbors who were inquiring about the applicant's request. Once their questions had been answered, they had no further comments.

**Fiscal Impact:**

Approval of the CUP would have no adverse financial impact upon the City of Great Falls. Approval would result in the legal use of the second unit on the parcel, which would increase the value of the property.

**Alternatives:**

The City Commission could deny the Conditional Use Permit, providing an alternate Basis of Decision to support the action.

**Concurrences:**

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

**Attachments/Exhibits:**

Resolution 10481  
 Basis of Decision  
 Applicant Narrative  
 Site Layout  
 Aerial Map  
 Zoning Map

RESOLUTION 10481

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW A “RESIDENCE, TWO-FAMILY” LAND USE UPON A PARCEL OF LAND ADDRESSED AS 306 21<sup>ST</sup> AVENUE SOUTH AND LEGALLY DESCRIBED AS LOT 10 OF GRANDVIEW TRACTS, SEC. 13, T20N, R3E, PMM, CASCADE COUNTY, MT.

\* \* \* \* \*

WHEREAS, the City of Great Falls has been petitioned to approve a Conditional Use Permit to allow for the establishment of a “Residence, two-family” land use upon the property legally described as Lot 10 of Grandview Tracts, Sec. 13, T20N, R3E, PMM, Cascade County, Montana (subject property); and,

WHEREAS, the subject property is presently zoned R-2 Single-family medium density, wherein a "Residence, two-family" land use is permitted upon receiving approval of a Conditional Use Permit; and,

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

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on October 11, 2022, to consider said Conditional Use Permit application and, at the conclusion of said hearing, passed a motion recommending a Conditional Use Permit for a “Residence, two-family” land use be granted by the City Commission for the subject property, subject to the following conditions:



1. **Subsequent Modifications and Additions:** If, after establishment of the conditional use, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria found in OCCGF 17.16.36.040. If such proposed change would alter a finding, the proposal shall be submitted for review as a new conditional use application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.
2. **Expiration:** The Conditional Use Permit shall expire one year after the date of issuance, if a Certificate of Occupancy has not been issued. The Administrator may extend the expiration date by up to one year if substantial work is ongoing. The Administrator may issue a Temporary Certificate of Occupancy that is valid for no more than one year if the only condition(s) remaining to be fulfilled involve landscaping that cannot be successfully established until the weather permits.
3. **Abandonment:** If the permitted conditional use ceases to operate for more than six months, the Conditional Use Permit shall expire.
4. **General Code Compliance:** The proposed project shall be developed consistent with the conditions of approval adopted by the City Commission, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
5. **Fire-rating:** The owner must provide a building code compliant fire-rated floor/ceiling assembly to separate the two units.
6. **Acceptance of Conditions:** No zoning or building permits shall be issued until the property owner acknowledges in writing that it has received, understands, and agrees to comply with the conditions of approval.

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

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

That a Conditional Use Permit be granted for a “Residence, two-family” land use at the property addressed as 306 21<sup>st</sup> Avenue South and legally described as Lot 10 of Grandview Tracts, Sec. 13, T20N, R3E, PMM, Cascade County, Montana, conditioned upon the owner complying with the conditions listed herein; and,

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

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on December 6, 2022.

\_\_\_\_\_  
Bob Kelly, Mayor

ATTEST:

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

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
David G. Dennis, City Attorney

## CONDITIONAL USE PERMIT - BASIS OF DECISION

The applicant is requesting the approval of a Conditional Use Permit (CUP) for a Two-Family Residence located at 306 21<sup>st</sup> Avenue South in the R-2 district.

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

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

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

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

Soc1.4.6 – Encourage a variety of housing types and densities so that residents can choose by price or rent, location, and place of work.

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

The CUP will have no detrimental impact upon the health, safety, morals, comfort or general welfare. The subject property has been inspected by Planning and Building staff. Because the property is so large, increasing the density will not be detrimental to, or endanger the health, safety, morals, comfort or general welfare of the surrounding properties.

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

The residential properties in this area, whether in the City, or outside the City limits, are much larger than the average City residential lot. Many of the surrounding properties are outside the City limits and therefore do not conform to typical City standards for residential lots. The applicant's parcel is six times larger than the R-2 minimum lot size requirement and could be subdivided into more residential lots. Because of these factors, the conditional use will not adversely impact the use, enjoyment or property value of any property in the immediate vicinity.

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

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

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

Adequate services and infrastructure are available to serve the two family dwelling. Water,

sewer and gravel roads already exist adjacent to the subject parcel. Any utilities needed for the duplex will need to be permitted through the City.

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

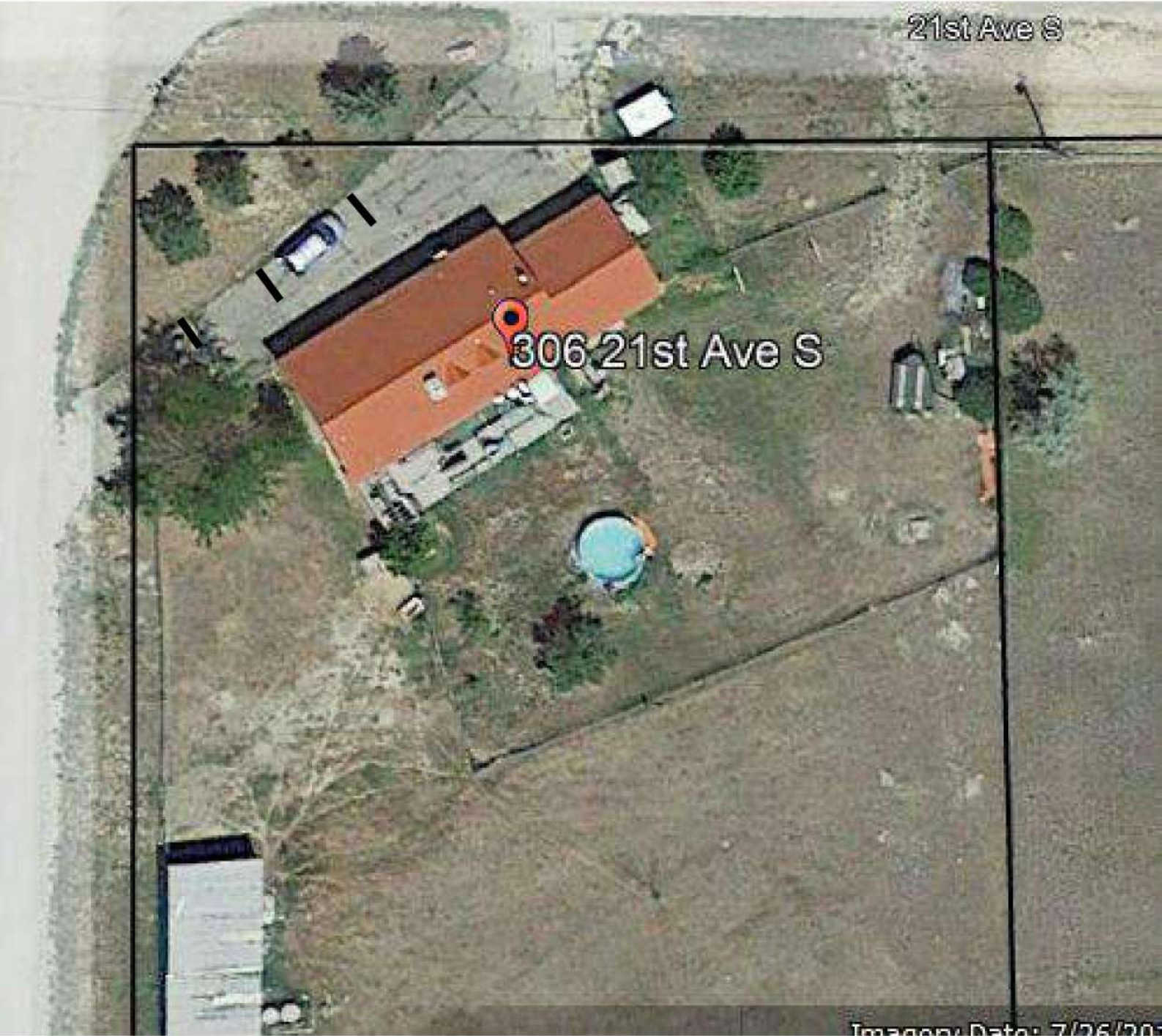
The project will generate little daily traffic, and will have no discernible impact upon the area road network. Driveway access is off both 21<sup>st</sup> Avenue South and 3<sup>rd</sup> Street South. Local traffic in this area is minimal and the second residential unit would not congest the area further.

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

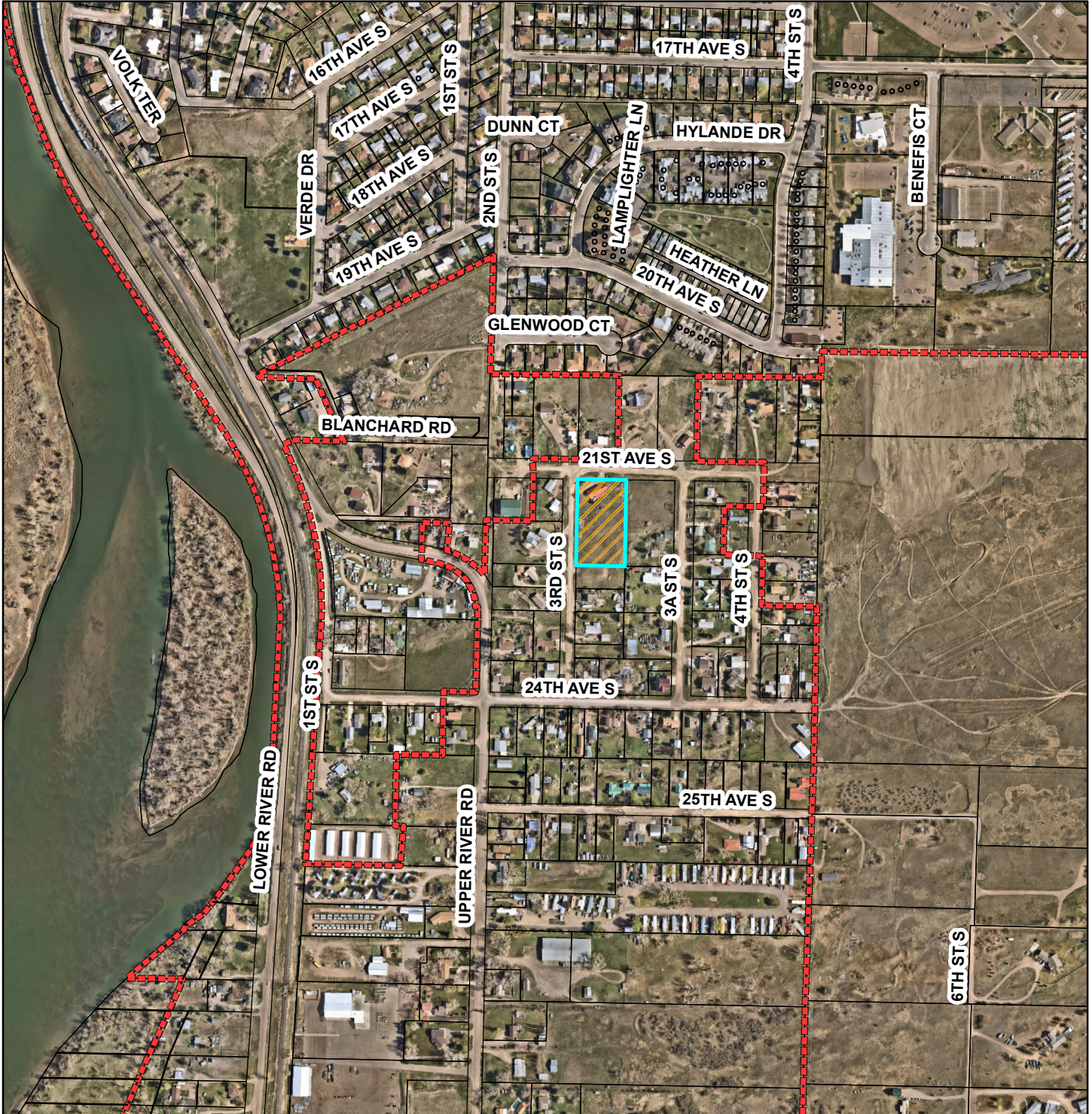
The lot is of sufficient size for the proposed two-family use to comply with all applicable regulations in the City's Land Development Code and, more specifically, the R-2 Zoning District. The City's Building Department will require fire-rated construction between the lower and upper dwelling units.



We are seeking a Conditional Use Permit so that we can remodel our current residence into an up/down duplex. One of us, Kristine M Lasein, will live in the top portion and we will rent out the bottom portion once remodel is completed.

We have contacted contractors, understand to have plans ready to create fire rated ceilings throughout the apartment. Thank you for your time and attention to this matter.



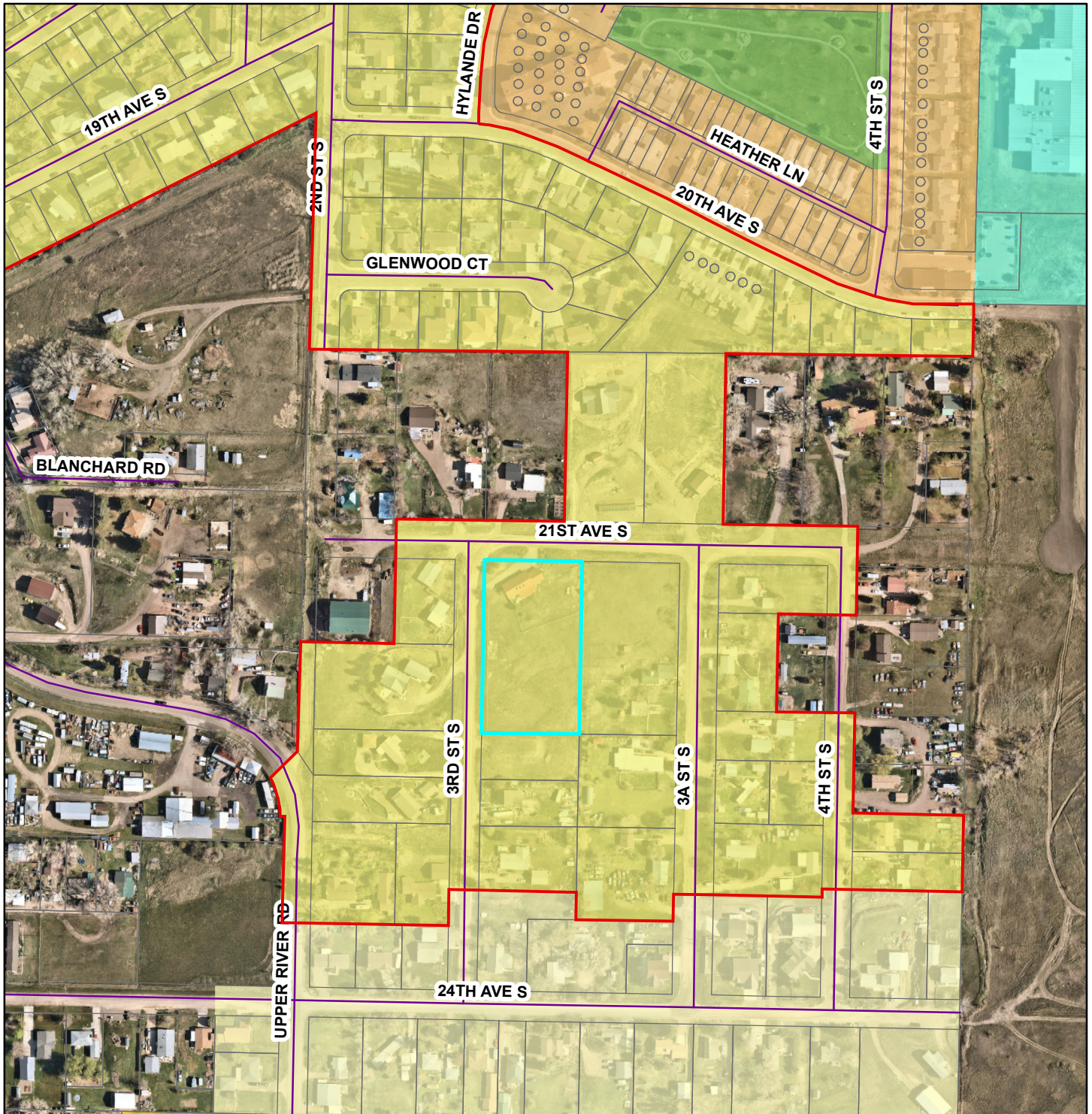
### Aerial Map









-  Parcel selection
-  City Limits

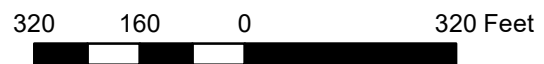


# ZONING MAP



## Legend

-  R-1 Single-family Suburban
-  R-2 Single-family Medium Density
-  R-3 Single-family High Density
-  R-5 Multi-family Medium Density
-  PLI Public Lands and Institutional
-  POS Parks and Open Space



N





Commission Meeting Date: December 6, 2022

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution 10484 – A resolution to vacate a portion of 10<sup>th</sup> Alley South abutting Lots 1-9 and Lots 20-28, Block 2, Lincoln Heights Addition, Section 18, T20N, R4E, P.M.M., City of Great Falls, Cascade County, Montana.

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

**Initiated By:** Discount Tire Company, representing the property owners

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

**Action Requested:** City Commission adopt Resolution 10484.

**Public Hearing:**

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

**Suggested Motion:**

1. Commissioner moves:
 

“I move that the City Commission (adopt/deny) Resolution 10484, subject to the Conditions of Approval being fulfilled by the applicant.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

**Staff Recommendation:** Staff recommends that the City Commission adopt Resolution 10484 to vacate right of way for a portion of 10<sup>th</sup> Alley South, with the following conditions of approval:

**Conditions of Approval:**

1. **Amended Plat.** Provide an Amended Plat of the subject properties, showing the proposed vacation and aggregation, which notes all easements required by the City of Great Falls, including sanitary sewer easements. The revised plat shall incorporate corrections of any errors or omissions noted by Staff. A deed will also be required to ensure that all the properties are under one ownership in order to aggregate the parcels.
2. **Relocation and Easement Documents for the Alley and Utilities.** The designs for the proposed alley vacation and utility relocations shall meet all City standards and be approved by staff in conjunction with the issuance of permits.

**Summary:** Discount Tire Company, on behalf of the property owners, has requested vacation of a portion of 10<sup>th</sup> Alley South for development of a new Discount Tire store. Currently the property north of the alley is occupied by the former Buffalo Saloon at 2400 10<sup>th</sup> Avenue South, the Playground Lounge and Casino at 2408 10<sup>th</sup> Avenue South, and the Loading Zone Bar & Casino at 2412 10<sup>th</sup> Avenue South. The southern half of the property is a partially improved parking area. To the east of the subject property is Ski's Western Motel at 2420 10<sup>th</sup> Avenue South. The portion of the alley adjacent to Ski's Western Motel is not part of this vacation request.

The applicant is proposing the vacation of the alley, purchase of the subject property, and relocation of existing utilities to accommodate a larger buildable area on the site as shown on the *Preliminary Site Plan*. The applicant is also proposing to abandon the western portion of the sanitary sewer main that currently runs the length of the subject property. A small portion of sanitary sewer main will remain along the eastern edge of the subject property. This will require the dedication of a utility easement and installation of a manhole at the end of the main for maintenance access. The sanitary sewer main and service will remain as constructed for the property to the east. The sewer utility relocation will be reviewed and approved by City staff if the vacation of the alley is approved by the City Commission. It has been communicated with the applicant that sanitation access must remain for both lots if the vacation is approved. The redevelopment proposal is subject to further review as part of any future building permits.

**Intent to Vacate:** At its November 15, 2022 meeting, the City Commission approved Resolution 10483, which expressed the Commission's intent to vacate 10<sup>th</sup> Alley South adjoining the applicant's properties. The Commission also took action to set a public hearing for December 6, 2022, to determine whether the alley should be vacated. The Resolution of Intent for the applicant's request to vacate 10<sup>th</sup> Alley South is required in conjunction with the request to aggregate all the lots with an administrative plat. Staff has discussed existing utilities that will be affected by the vacation with the applicant, and all relocation of utilities to accommodate the proposed future development will be done at the property owner's expense. This includes the relocation of private utilities, such as gas and power. Additionally, easements will be created and recorded for any remaining utilities and needed access.

**Fiscal Impact:** All of the costs related to vacation and removal of the alley will be borne by the property owner. The redevelopment of both properties as well as the removal of alley maintenance responsibilities will benefit the City financially.

**Alternatives:** The City Commission could deny Resolution 10484. For this action, the City Commission should provide a basis for their denial decision.

**Concurrences:** Staff has coordinated its review of the applicant's request with the Public Works Department. If the City Commission approves the vacation of 10<sup>th</sup> Alley South, City staff will review more detailed civil engineering plans to ensure all code requirements are met.

**Attachments/Exhibits:**

Resolution 10484

Resolution 10484 Exhibit A

Notice and Acknowledgements of Receipt of Notice of Intent to Vacate

Alley Vacation Exhibit

Preliminary Site Plan

Narrative

RESOLUTION 10484

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, VACATING THE PORTION OF 10<sup>TH</sup> ALLEY SOUTH ABUTTING LOTS 1-9 AND LOTS 20-28, BLOCK 2, LINCON HEIGHTS ADDITION, SECTION 18, T20N, R4E, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA AS SHOWN IN EXHIBIT "A", AND IN ACCORDANCE WITH THE PROVISIONS OF MONT. CODE ANN. § 7-3-4448  
\* \* \* \* \*

WHEREAS, the Plat of the Lincoln Heights Addition to Great Falls dedicated a sixteen (16) foot wide right-of-way for 10<sup>th</sup> Alley South between 24<sup>th</sup> Street South and 25<sup>th</sup> Street South; and

WHEREAS, 2 Other 1 Guys LLC and Dead Drift Investments LLC, representing Discount Tire Company, owns the properties on both sides of said right-of-way and have submitted a petition to have said portion of 10<sup>th</sup> Alley South vacated; and

WHEREAS, it is determined retention of the portion of 10<sup>th</sup> Alley South serves no practical or functional traffic related purpose or for access by the public; and

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

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

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

WHEREAS, at its regular meeting held on November 15, 2022, the City Commission of the City of Great Falls, Montana, passed and adopted Resolution 10483, titled:

A RESOLUTION OF INTENTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO VACATE THE PORTION OF 10TH ALLEY SOUTH ABUTTING LOTS 1-9 AND LOTS 20-28, BLOCK 2, LINCOLN HEIGHTS ADDITION, IN ACCORDANCE WITH THE PROVISIONS OF MONT. CODE ANN. § 7-3-4448, AND DIRECTING NOTICE TO BE GIVEN AS PROVIDED BY LAW

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

WHEREAS, a public hearing was held by the City Commission of the City of Great Falls, Montana, on the 6th day of December, 2022, at 7:00 o'clock p.m. in the Commission Chambers of the Civic Center, 2 Park Drive South, Great Falls, Montana, where said Commission heard all persons relative to the proposed vacation of the portion of 10<sup>th</sup> Alley South adjacent to Lots 1-9 and 20-28, Block 2, Lincoln Heights Addition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, that the portion of 10<sup>th</sup> Alley South adjacent to Lots 1-9 and 20-28, Block 2, Lincoln Heights Addition, Section 18, T20N, R4E, P.M.M., City of Great Falls, Cascade County, Montana is hereby vacated and abandoned subject to the following conditions.

- 1. **Amended Plat.** Provide an Amended Plat of the subject properties, showing the proposed vacation and aggregation, which notes all easements required by the City of Great Falls, including sanitary sewer easements. The revised plat shall incorporate corrections of any errors or omissions noted by Staff. A deed will also be required to ensure that all the properties are under one ownership in order to aggregate the parcels.
- 2. **Relocation and Easement Documents for the Alley and Utilities.** The designs for the proposed alley vacation and utility relocations shall meet all City standards and be approved by staff in conjunction with the issuance of permits.

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 6<sup>th</sup> day of December, 2022.

\_\_\_\_\_  
Bob Kelly, Mayor

ATTEST:

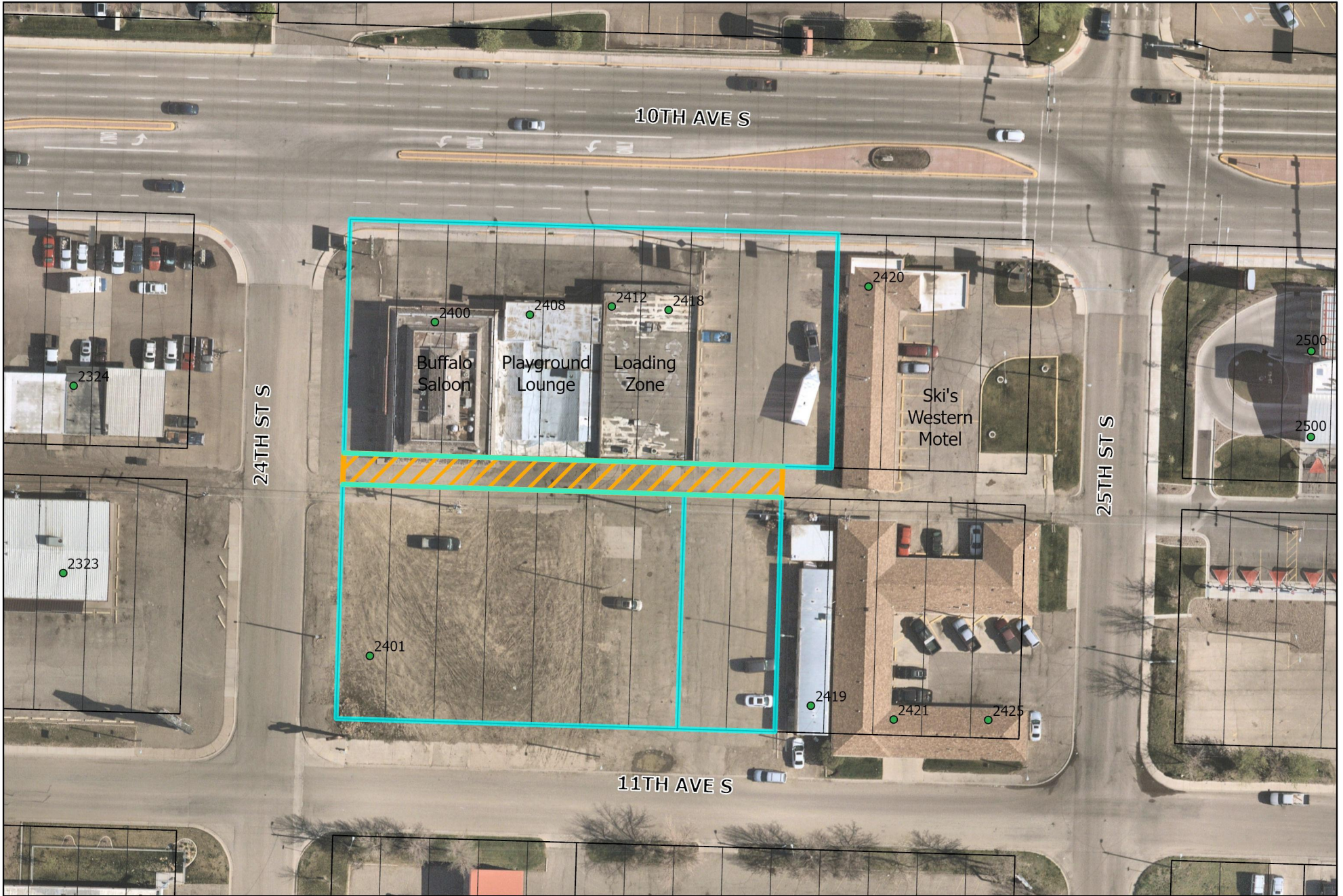
\_\_\_\_\_  
Lisa Kunz, City Clerk

(CITY SEAL)

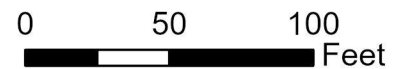
APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
David G. Dennis, City Attorney

# Resolution 10484 Exhibit A



-  Parcels
-  Alley Proposed for Vacation





**NOTICE AND ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF INTENT TO VACATE**

TO: 2 OTHER 1 GUYS LLC  
Name

P.O. Box 2154, Great Falls, MT 59403  
Address

RE: 10<sup>th</sup> Alley South, abutting Lots 1-9 and Lots 20-28, Block 2, Lincoln Heights Addition  
Property Address

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

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

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

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


I declare, under penalty of perjury, that this Notice and Acknowledgment of Receipt of Notice of Intent to Vacate was provided to the property owner on October 20, 2022.

J. Hill  
Great Falls City Manager  
Designee Signature

October 20, 2022  
Date of Signature

**ACKNOWLEDGEMENT OF RECEIPT OF PERSONAL SERVICE**

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

Steve Thurston   
Printed Name and Signature

VP  
Relationship to Entity/Authority to Receive Personal Service

10/20/22  
Date of Signature

# ALTA / NSPS Land Title Survey

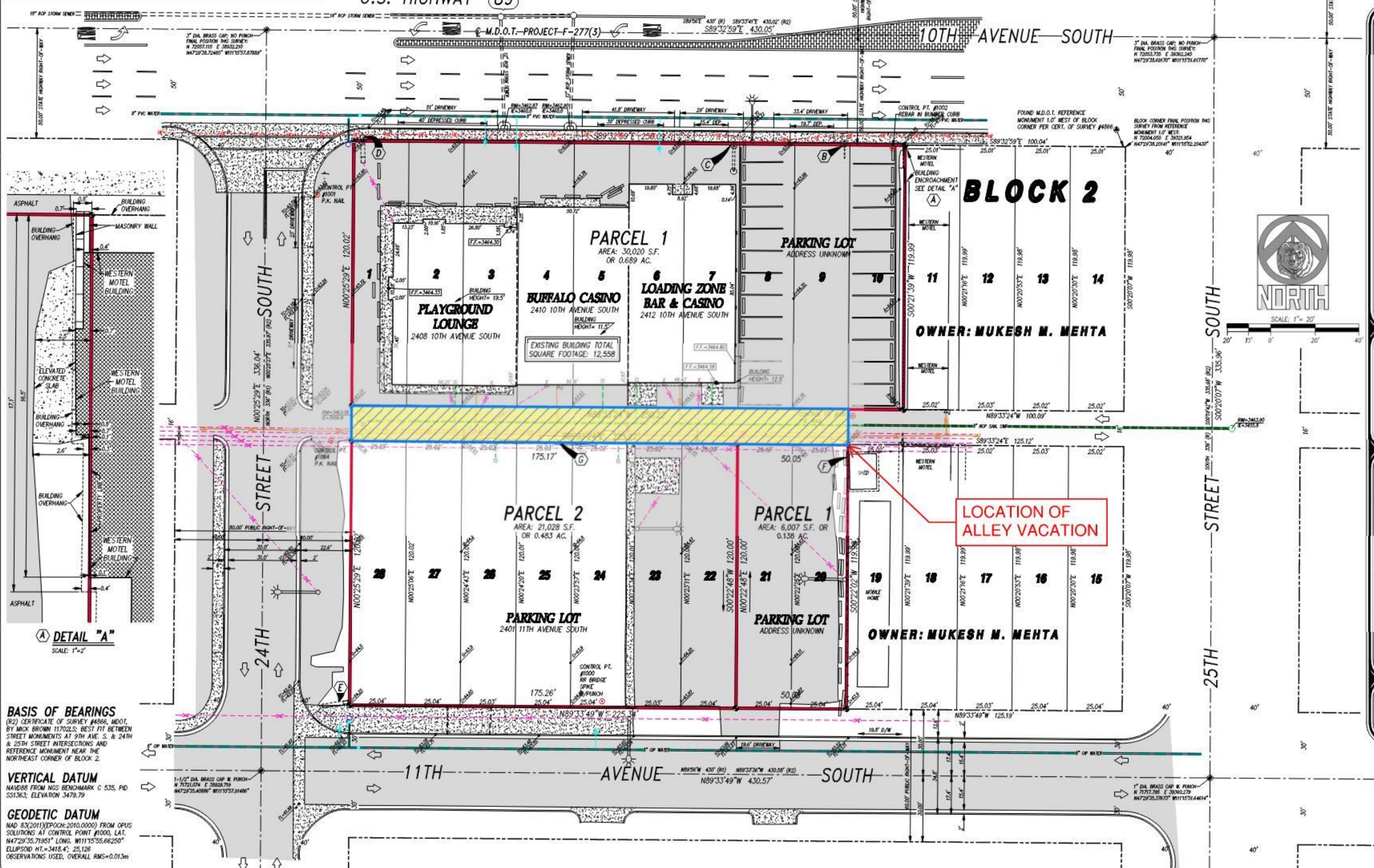
## LOTS 1-10 & 20-28, BLOCK 2, REPLAT OF LINCOLN HEIGHTS ADDITION

SITUATED IN THE NE 1/4 OF SECTION 18, T.20N, R.4E, P.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

SHEET 2 OF 2

**SITE CONTROL POINTS**

| POINT # | NORTHING  | EASTING   | ELEVATION | LATITUDE        | LONGITUDE        | ELPSD HT | DESCRIPTION             |
|---------|-----------|-----------|-----------|-----------------|------------------|----------|-------------------------|
| 1000    | 71752.546 | 39084.421 | 3464.81   | 47°29'35.7195"  | 111°15'55.66250" | 3418.4   | RR BRIDGE SPIKE W/PUNCH |
| 1001    | 71982.439 | 38955.175 | 3463.54   | 47°29'57.9879"  | 111°15'57.54445" | 3417.1   | PK NAIL                 |
| 1002    | 72003.313 | 38216.283 | 3464.63   | 47°29'58.19409" | 111°15'53.74269" | 3418.2   | N. REBAR IN BUMPER CURB |
| 1003    | 71882.110 | 39198.133 | 3464.62   | 47°29'56.99808" | 111°15'54.00701" | 3418.2   | PK NAIL                 |
| 1004    | 71670.822 | 38961.708 | 3463.27   | 47°29'36.89656" | 111°15'57.44924" | 3416.9   | PK NAIL                 |



**BASIS OF BEARINGS**  
(R2) CERTIFICATE OF SURVEY #4866, M.D.O.T., BY MICK BROWN 11/70/23; BEST FIT BETWEEN STREET MONUMENTS AT 9TH AVE. S. & 24TH & 25TH STREET INTERSECTIONS AND REFERENCE MONUMENT NEAR THE NORTHEAST CORNER OF BLOCK 2.

**VERTICAL DATUM**  
NAVD88 FROM NOS BENCHMARK C 535, PD S51363; ELEVATION 3479.79

**GEODETIC DATUM**  
NAD 83(2011)EPOCH:2010.0000 FROM OPUS SOLUTIONS AT CONTROL POINT #1000, LAT. N47°29'35.7195" LONG. W111°15'55.66250" ELLIPSOID HT.=3418.4'; 25,126 OBSERVATIONS USED, OVERALL RMS=0.013m

**DETAIL "A"**  
SCALE: 1"=2'



**B A B B B**  
LAND SURVEYING, INC.  
6222 ALICE DRIVE GREAT FALLS MONTANA 59405  
(406) 286-1188 • (406) 286-1189 FAX • (406) 786-8888 CELL • EMAIL: BABBSURVEY@GMAIL.COM

MONTANA  
STEPHEN D. BABBS  
ALLOYS  
LICENSED SURVEYOR  
NoV27, 2022

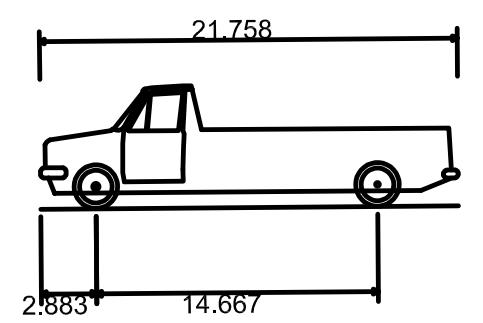
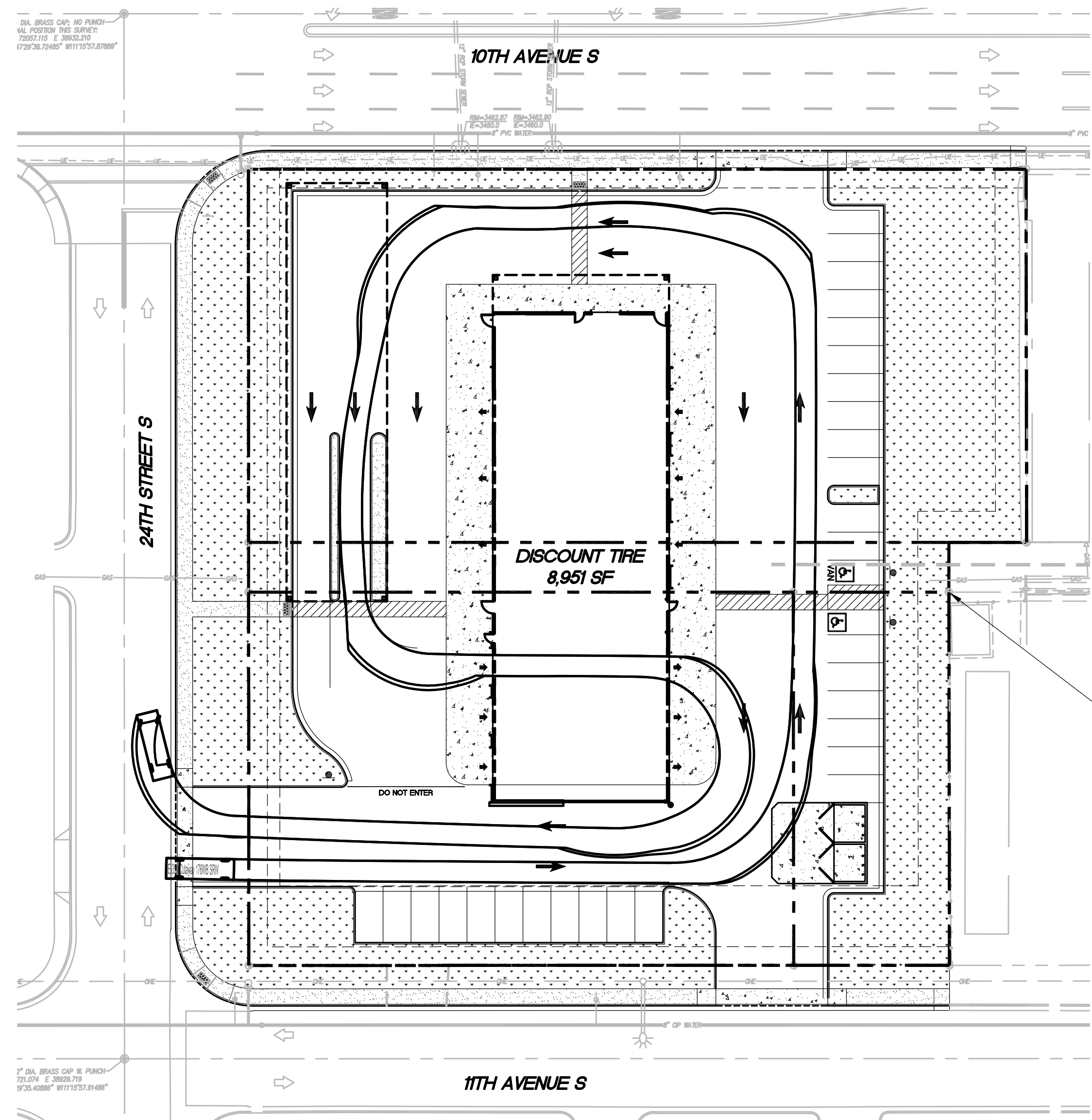
ALTA / NSPS LAND TITLE SURVEY  
LOTS 1-10 & 20-28, BLOCK 2  
REPLAT OF LINCOLN HEIGHTS ADDITION  
SITUATED IN THE NE 1/4 SEC. 18, T.20N, R.4E, P.M., CASCADE COUNTY, MT.

DATE: May 27, 2022  
JOB NO. 1726-8  
SCALE: 1"=20'  
DRAWN: S. BABBS

SHEET 2 OF 2

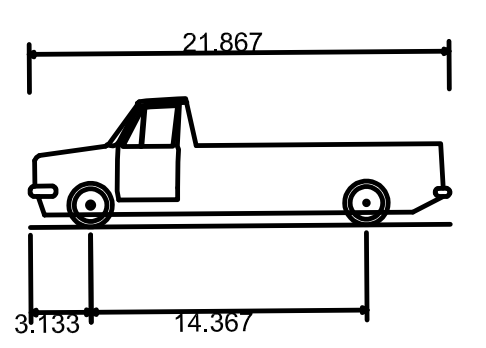
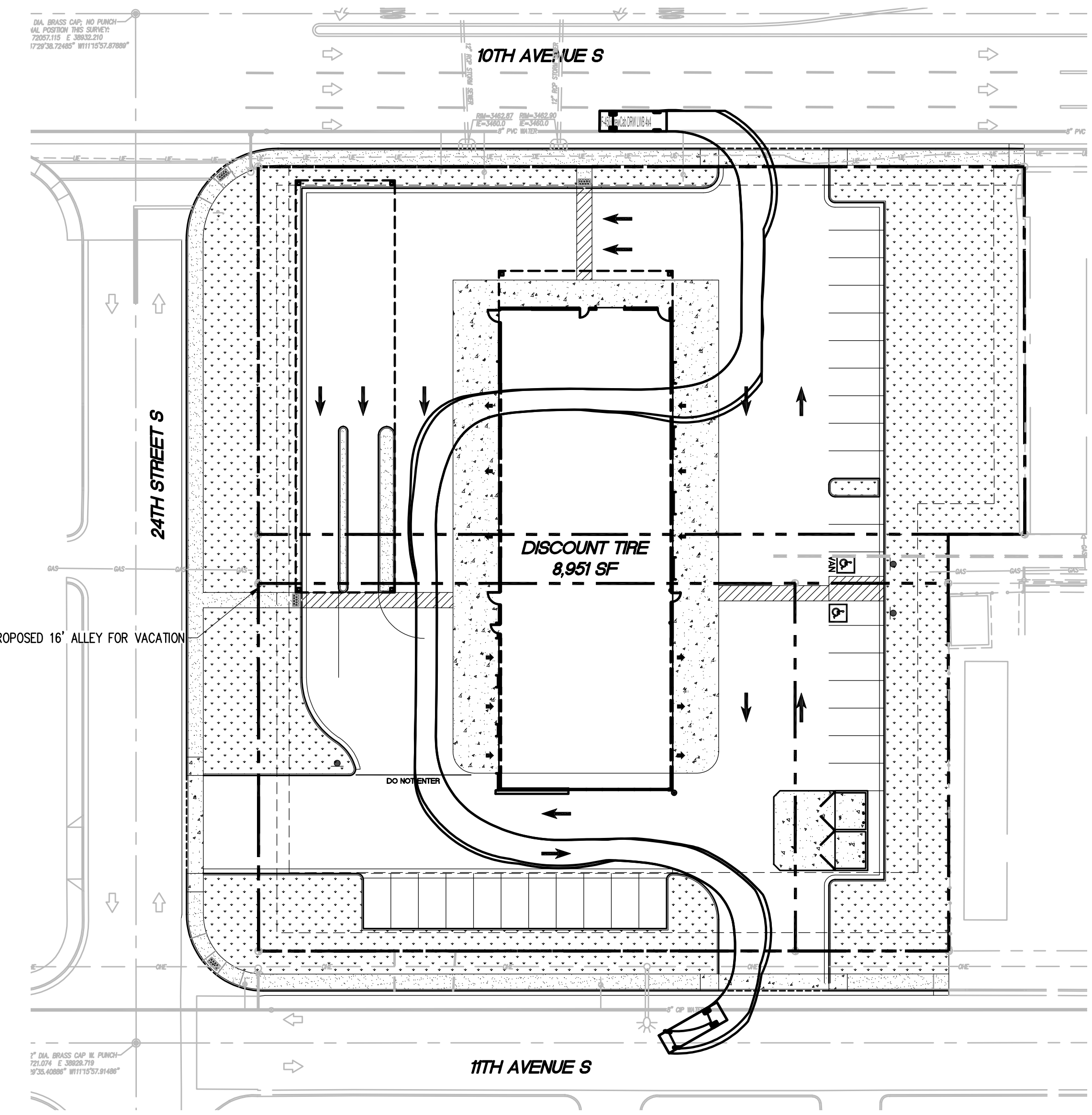


NE 1/4 OF SECTION 18, TOWNSHIP 20 N, RANGE 4 E, P.M.



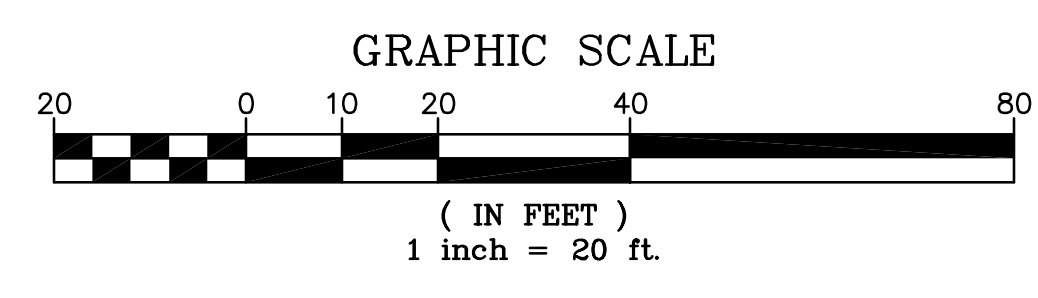
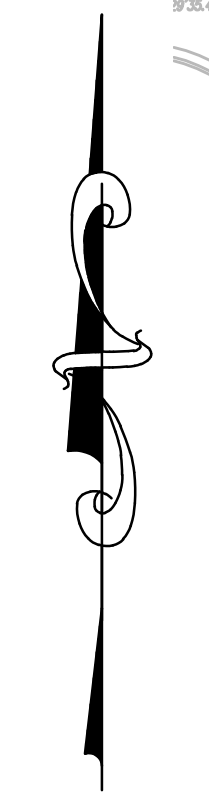
E-350 Cutaway 176WB SRW  
 Overall Length 21.758ft  
 Overall Width 6.617ft  
 Overall Body Height 6.367ft  
 Min Body Ground Clearance 0.825ft  
 Track Width 6.617ft  
 Lock-to-lock time 4.00s  
 Curb to Curb Turning Radius 30.525ft

PROPOSED 16' ALLEY FOR VACATION



F-450 CrewCab DRW LWB 4x4  
 Overall Length 21.867ft  
 Overall Width 6.650ft  
 Overall Body Height 6.650ft  
 Min Body Ground Clearance 0.650ft  
 Track Width 6.658ft  
 Lock-to-lock time 5.00s  
 Curb to Curb Turning Radius 29.250ft

PROPOSED 16' ALLEY FOR VACATION



\\P:\SEA-FILE\Projects\Montana\Great Falls\Discount Tire\2400 10th Ave S\2DWGS\EXHIBITS\2022-09-15 Auto Turn Show Site Circulation\GDTMSP.dwg Sep 15, 2022 - 4:23pm

| No. | Date | By | Revision Description |
|-----|------|----|----------------------|
|     |      |    |                      |
|     |      |    |                      |
|     |      |    |                      |

|              |              |
|--------------|--------------|
| Designed By: | Issue Date:  |
| DNM          | 08/29/2022   |
| Drawn By:    | PERMIT       |
| DNM          |              |
| Checked By:  | Project No.: |
| WFF          | 103930018    |



**DISCOUNT TIRE**  
 2400 10TH AVE S  
 GREAT FALLS, MT

**SITE CIRCULATION PLAN**

September 21, 2022

### Alley Vacation Petition

It is the intent of the Discount Tire, contracted purchaser of the land, to vacate a portion of an alley as it obstructs the proposed use of the site. Currently the use of our establishment requires vehicular access about the whole structure. It is intended that customers enter the facility in the vehicle on one end of the structure and exits out the facility on the opposite end. Given the dimensions of the proposed facility relative to the size of the site, the alley vacation is required to allow for the intended operations. Alley access to the site is also not necessary for the proposed use as the site will have three points of access to the adjoining streets.

Currently the alley has underground gas, overhead power and telecommunications and a public sanitary sewer line. The gas line and the overhead utilities will be relocated from the alley around the building within private property. The gas and overhead facilities will be placed in an easement. The sanitary sewer line ends at this property and drains to the east to the portion of the public alley which will remain. This sewer line is intended to be converted to a side sewer for the use of the proposed building. It is intended that the site will allow access to the site for utility maintenance and garbage services.

The alley to be vacated is called 11<sup>th</sup> Alley South in Block 2. The alley can be described as the south 16 feet bordering lots 1-9 Block 2 of the Lincoln Heights Addition Replat. Its physical location can be seen on the accompanying Alley Vacation Map provided.

The following signatures are intended to show 100% support for the vacation of the 11<sup>th</sup> Alley South alley:



Discount Tire

C/o PACLAND – Seattle, P.C. Its' Agent

6814 Greenwood Ave N

Seattle, WA 98103

# ALTA / NSPS Land Title Survey

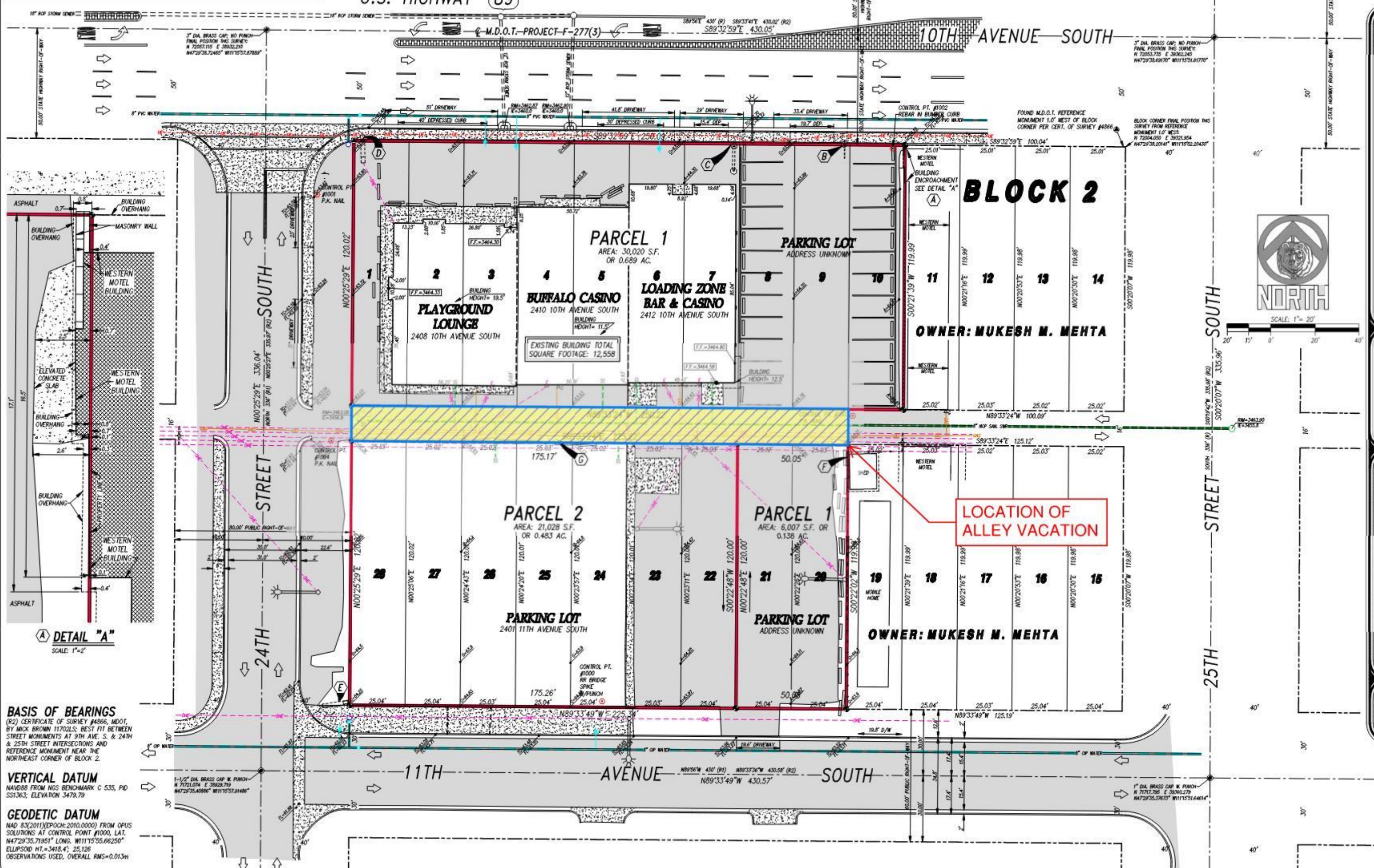
## LOTS 1-10 & 20-28, BLOCK 2, REPLAT OF LINCOLN HEIGHTS ADDITION

SITUATED IN THE NE 1/4 OF SECTION 18, T.20N, R.4E, P.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

SHEET 2 OF 2

**SITE CONTROL POINTS**

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| 1001    | 71982.439 | 38955.175 | 3463.54   | 47°29'37.9879"  | 111°15'57.54445" | 3417.1   | PK NAIL                 |
| 1002    | 72003.313 | 38216.283 | 3464.63   | 47°29'38.19409" | 111°15'53.74269" | 3418.2   | N. REBAR IN BUMPER CURB |
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| 1004    | 71670.822 | 38961.708 | 3463.27   | 47°29'36.89656" | 111°15'57.44924" | 3416.9   | PK NAIL                 |



**DETAIL "A"**  
SCALE: 1"=2'

**BASIS OF BEARINGS**  
(R2) CERTIFICATE OF SURVEY #4866, M.D.T., BY MICK BROWN 11702LS; BEST FIT BETWEEN STREET MONUMENTS AT 9TH AVE. S. & 24TH & 25TH STREET INTERSECTIONS AND REFERENCE MONUMENT NEAR THE NORTHEAST CORNER OF BLOCK 2.

**VERTICAL DATUM**  
NAVD88 FROM NOS BENCHMARK C 535, PD S51363; ELEVATION 3479.79

**GEODETIC DATUM**  
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ALTA / NSPS LAND TITLE SURVEY  
LOTS 1-10 & 20-28, BLOCK 2  
REPLAT OF LINCOLN HEIGHTS ADDITION  
SITUATED IN THE NE 1/4 SEC. 18, T.20N, R.4E, P.M., CASCADE COUNTY, MT.

DATE: May 27, 2022  
JOB NO. 1726-B  
SCALE: 1"=20'  
DRAWN: S. BABBER

SHEET 2 OF 2



Commission Meeting Date: December 6, 2022

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution 10485 – A Resolution for a Conditional Use Permit for a “Community Residential Facility, Type II” land use upon the property addressed as 1201 7<sup>th</sup> Avenue Northwest and legally described as Lots 16-17, Block 9, Bloomingdale 1<sup>st</sup> Addition, Section 3, T20N, R3E, PMM, Cascade County, MT.

**From:** Alaina Mattimiro, Planner II, Planning and Community Development

**Initiated By:** Kairos Youth Services

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

**Action Requested:** City Commission adopt Resolution 10485

---

**Public Hearing:**

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

**Suggested Motion:**

1. Commissioner moves:
 

“I move that the City Commission (adopt/deny) Resolution 10485 subject to the applicant fulfilling the listed Conditions of Approval.”
  2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
- 

**Staff Recommendation:** The Zoning Commission recommended that the City Commission approve the applicant’s request for a conditional use permit for a “Community Residential Facility, Type II” at the conclusion of a public hearing held on October 25<sup>th</sup>, 2022. In addition, staff recommends approval with the following conditions:

**Conditions of Approval:**

1. **Subsequent Modifications and Additions:** If, after establishment of the conditional use, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria found in OCCGF 17.16.36.040. If such proposed change would alter a finding, the proposal shall be submitted

for review as a new conditional use application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.

2. **Expiration:** The Conditional Use Permit shall expire one year after the date of issuance, if a Certificate of Occupancy has not been issued. The Administrator may extend the expiration date by up to one year if substantial work is ongoing.
3. **Abandonment:** If the permitted conditional use ceases to operate for more than six months, the Conditional Use Permit shall expire.
4. **General Code Compliance:** The proposed project shall be developed consistent with the conditions of approval adopted by the City Commission, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
5. **Acceptance of Conditions:** No zoning or building permits shall be issued until the property owner acknowledges in writing that it has received, understands, and agrees to comply with the conditions of approval.

**Background:** Kairos Youth Services has been a non-profit organization operating in Great Falls since 1980, and operates as a United Way supported service. The Missouri River Shelter Care youth group home currently provides 24/7 care for up to eight (8) individuals aged 10-18, with a goal to provide a safe transitional home for those youth. While the individuals stay at the home, they are required to attend school and the residents are encouraged to participate in volunteer opportunities and community activities. There is also a staff member present on the property, and the organization has measures in place to ensure safety and security of the residents and property. Kairos Youth Services is requesting a Conditional Use Permit for a Community Residential Facility, Type II.

#### **Conditional Use Request:**

The applicant, Kairos Youth Services, has submitted an application to request a Conditional Use Permit to allow a Community Residential Facility, Type II on the lot addressed as 1201 7<sup>th</sup> Avenue Northwest. Kairos currently operates a Community Residential Facility, Type I, which houses up to eight (8) youth at a time. A Community Residential Facility, Type I is a permitted use in the R-3 Single family High Density zoning district. To establish a Type II facility in this zoning district, a Conditional Use Permit must be requested and approved per the Official Code of the City of Great Falls 17.20.3.060. A Type II facility includes the proposed use of a "Youth group home", which means a youth care facility licensed by the State in which seven (7) to twelve (12) children or youth are given food shelter, security and safety, guidance, direction, and if necessary, treatment.

If approved, the applicant's request for a Type II facility at Missouri River Shelter Care would permit the operation to have additional individuals residing on the property. The organization is proposing to have up to twelve (12) youth on the property at a time. In conjunction with the request, Kairos Youth Services will be licensed with the State and will be completing an interior remodel to add an additional bedroom and bathroom to the house per State licensure requirements. While the City does not inspect or enforce these specific State licensure requirements, staff's review of the application materials including preliminary site and floor plans appear to demonstrate that the building and property can adequately sustain the intended use.

The basis for decision for a Conditional Use Permit is listed in OCCGF §17.16.36.040. The City Commission's decision to approve, conditionally approve, or deny an application shall be based on

whether the application, staff report, public hearing, and additional information demonstrates that the criteria which are attached as Basis of Decision - Conditional Use have been met.

**Neighborhood Council Input:** The subject property is located in Neighborhood Council #2. The project was presented to the Council at their meeting on October 12, 2022. The Council voted in favor of the project and recommend approval of the request.

**Fiscal Impact:** Approval of the CUP would have no adverse financial impact upon the City of Great Falls.

**Alternatives:** The City Commission could deny Resolution 10485, providing an alternate Basis of Decision to support the action.

**Concurrences:** Representatives from the City's Fire, Public Works, Environmental, and Building Departments have reviewed the proposal and have no objections to the issuance of the Conditional Use Permit and the associated remodel.

**Attachments/Exhibits:**

Resolution 10485  
CUP Basis of Decision  
Zoning Map  
Aerial Map  
Application

RESOLUTION 10485

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW A "COMMUNITY RESIDENTIAL FACILITY, TYPE II" LAND USE UPON A PARCEL OF LAND ADDRESSED AS 1201 7<sup>TH</sup> AVENUE NORTHWEST AND LEGALLY DESCRIBED AS LOTS 16-17, BLOCK 9, BLOOMINGDALE 1<sup>ST</sup> ADDITION, SEC. 3, T20N, R3E, PMM, CASCADE COUNTY, MT.

\* \* \* \* \*

WHEREAS, the City of Great Falls has been petitioned to approve a Conditional Use Permit to allow for the establishment of a "Community Residential Facility, Type II" land use upon the property legally described as Lots 16-17, Block 9, Bloomingdale 1<sup>st</sup> Addition, Sec. 3, T20N, R3E, PMM, Cascade County, Montana (subject property); and,

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

WHEREAS, the proposed Conditional Use Permit for the establishment of a "Community Residential Facility, Type II" land use upon the subject property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF) Section 17.16.36.040; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on October 25<sup>th</sup>, 2022, to consider said Conditional Use Permit application and, at the conclusion of said hearing, passed a motion recommending a Conditional Use Permit for a "Community Residential Facility, Type II" land use be granted by the City Commission for the subject property, subject to the following conditions:

1. **Subsequent Modifications and Additions:** If, after establishment of the conditional use, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria found in OCCGF 17.16.36.040. If such proposed change would alter a finding, the proposal shall be submitted for

review as a new conditional use application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.

2. **Expiration:** The Conditional Use Permit shall expire one year after the date of issuance, if a Certificate of Occupancy has not been issued. The Administrator may extend the expiration date by up to one year if substantial work is ongoing.
3. **Abandonment:** If the permitted conditional use ceases to operate for more than six months, the Conditional Use Permit shall expire.
4. **General Code Compliance:** The proposed project shall be developed consistent with the conditions of approval adopted by the City Commission, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
5. **Acceptance of Conditions:** No zoning or building permits shall be issued until the property owner acknowledges in writing that it has received, understands, and agrees to comply with the conditions of approval.

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

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

That a Conditional Use Permit be granted for a “Community Residential Facility, Type II” land use at the property addressed as 1201 7<sup>th</sup> Avenue Northwest and legally described as Lots 16-17, Block 9, Bloomingdale 1<sup>st</sup> Addition, Sec. 3, T20N, R3E, PMM, Cascade County, Montana, conditioned upon the owner complying with the conditions listed herein; and,

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

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



PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on December 6<sup>th</sup>, 2022.

\_\_\_\_\_  
Bob Kelly, Mayor

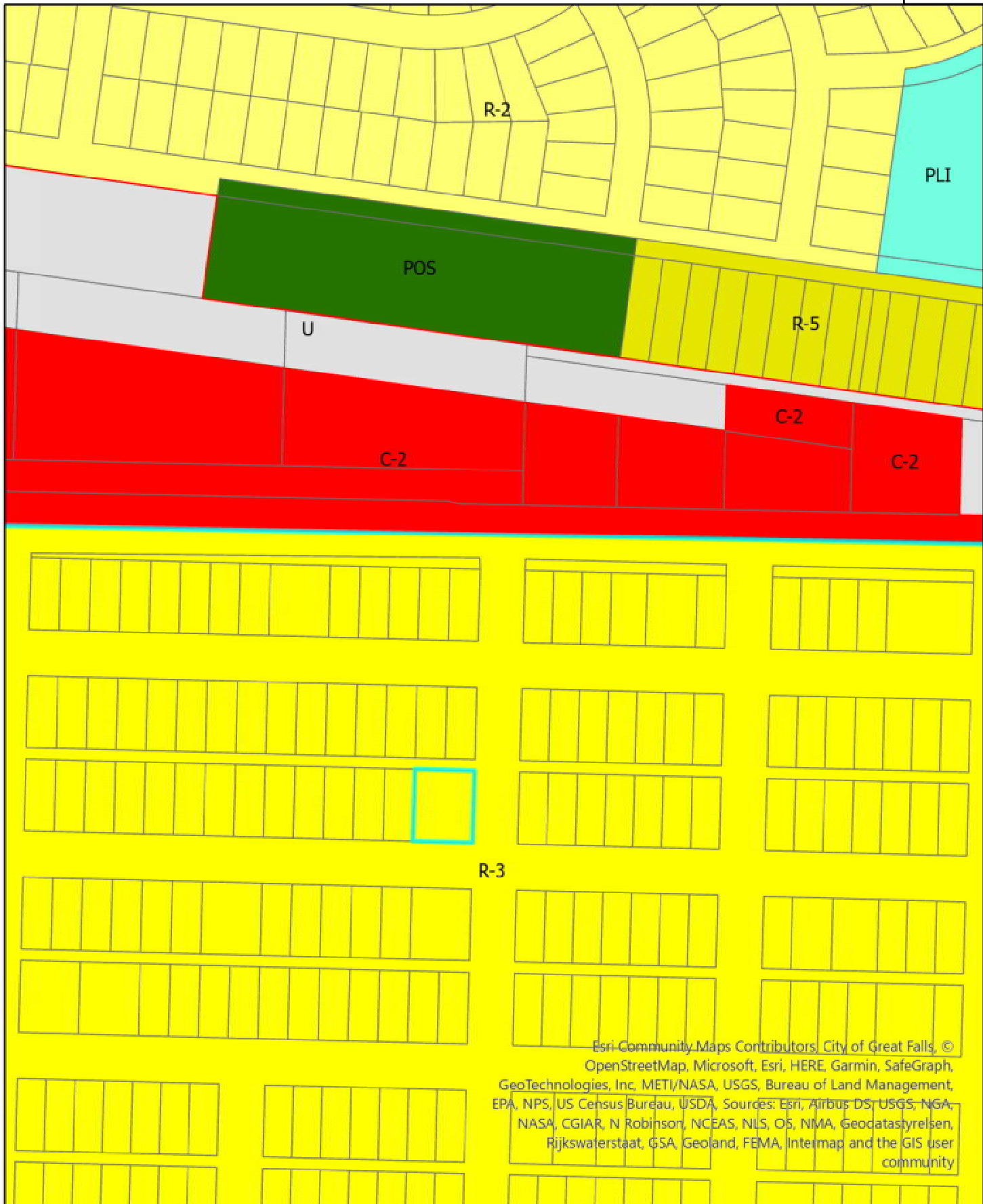
ATTEST:

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

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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



# Zoning Map

## CONDITIONAL USE PERMIT - BASIS OF DECISION

The applicant is requesting the approval of a Conditional Use Permit (CUP) for a Community Residential Facility, Type II in the R-3 district.

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

The proposed Community Residential Facility Type II provides housing diversity and increased density in the core of the City and also takes advantage of existing street and utility infrastructure. More specifically, it is consistent with the following policies in the City's Growth Policy:

Soc1.4.1 - Work with the private sector and non-profits to increase housing opportunities in the City.

Soc1.6.1 – Ensure that community facilities are designed, constructed, and maintained as attractive social and environmental assets in the neighborhoods where they are located.

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

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

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

The CUP will have no detrimental impact upon the health, safety, morals, comfort or general welfare. The subject property has been researched and reviewed by Planning, Engineering, Fire, and Building staff. As a Community Residential Facility, Type I has existed for so many years, any affects or concerns related to safety, parking, traffic, security, or access have been demonstrated to not negatively impact the surrounding area and should not adversely impact the community by adding four more residents. Additionally, because of the nature of the facility, there will actually be an increase in the safety and general welfare for a vulnerable population in the community.

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

While the majority of uses in the area are single-family, the subject parcel is only a few blocks from both the Northwest Bypass and 6<sup>th</sup> Street Northwest, both of which are high traffic streets with commercial development. The existing appearance of the residential structure on the lot looks very similar to existing nearby single-family structures. Parking will not be an issue due to the limited number of staff, and operation of the shelter which prohibits residents from having vehicles. Because of these factors, the conditional use will not adversely impact the use, enjoyment or property value of any property in the immediate vicinity.

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

The project will not impede the normal and ordinary development and improvement of

surrounding properties. All of the lots located north, south, east and west of the property are residentially zoned and are already developed. Adjacent property owners have been notified about the project and City staff has received no questions regarding project specifics. As of November 1, 2022, there have been no comments.

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

Adequate services and infrastructure are available to serve the Community Residential Facility, Type II. Water, sewer and paved roads already exist adjacent to the subject parcel.

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

The project will generate little daily traffic, and will have no discernible impact upon the area road network. Driveway access to the property is off 12<sup>th</sup> Street NW, although none of the residents are permitted to have any vehicles, and will not contribute to local traffic.

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

The lot is of sufficient size to comply with all applicable regulations in the City's Land Development Code and, more specifically, the R-3 Zoning District.

1201 7th Ave NW

Agenda #16.

Legend

- 📍 1201 7th Ave NW
- 📍 Missouri River Youth & Shelter



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

### DEVELOPMENT APPLICATION

Missouri River Shelter Care

Name of Project:

Kairos Youth Services

Owner Name:

PO Box 3066 Great Falls, MT 59403

Mailing Address:

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

406-727-0076

Phone:

snorton.kairos@outlook.com

Email:

Sherril Norton

Representative Name:

406-564-8004 cell

Phone:

snorton.kairos@outlook.com

Email:

#### PROPERTY DESCRIPTION / LOCATION:

116 & 17

Mark/Lot:

Section:

9

Township/Block:

First Addition  
to Bloomingdale  
Addition

1207 7th Ave NW

Street Address:

#### ZONING:

#### LAND USE:

R1

Current:

R3

Proposed:

Group Hm (8)

Current:

Group Hm (9-more)

Proposed:

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

Property Owner's Signature:

Date:

Sherril Norton

Representative's Signature:

9/21/2022

Date:

# Land Use Application Checklist

All applicants are required to complete and submit the Land Use Application, associated fee, checklist, and required material per the checklist for the proposed development. This fee is non-refundable whether the request is approved or not. No processing will be performed until this fee has been paid. The applicant will also be responsible for the costs associated with publishing the legal ad. Per the Official Code of the City of Great Falls (OCCGF) Title 17 - Land Development Code, applicants requesting any of the following developments noted in the chart below are required to have a pre-submittal meeting with City Staff. Further, when directed by the City, the applicant will be required to present the proposed development to the Neighborhood Council.

**APPLICANT SHALL SUBMIT ALL INFORMATION THAT IS MARKED REQUIRED BY STAFF FOR A COMPLETE SUBMITTAL**

| Completeness Checklist                     |   | Req.                                | App.                     | Staff                    |
|--|---|-------------------------------------|--------------------------|--------------------------|
| <b>Annexation by Petition</b>              | Annexation requires an aerial exhibit or an amended plat/certificate of survey of the property to be annexed. Applicant is also required to submit a narrative of the proposed use of the property to be annexed and the requested zoning to be established.  | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Preliminary Plat, Major Subdivision</b> | All major subdivisions require the approval of a preliminary plat. Submittal for the preliminary plat process also requires a narrative of the project as well as submittal of all information outlined in Table 1.   | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Final Plat, Major Subdivision</b>       | A final plat is required for each phase of a major subdivision. Submittal for final plat also requires submittal of all information outlined in Table 2. This information shall be submitted before the project will be put on an agenda for the Planning Advisory Board. Before a final plat can be recorded, all information noted in Table 2 must be approved.   | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Minor Subdivision</b>                   | All minor subdivisions require a narrative of the project and a site plan showing compliance with the Development Standards as stated in the OCCGF as well as submittal information to show compliance with stormwater regulations (See Table 3), and a minor subdivision plat (See Table 2).   | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Zoning Map Amendment</b>                | Zoning map amendments require an exhibit of all properties to be proposed for the rezone, a narrative explaining the reasons for the rezone request, as well as submittal information to show compliance with stormwater regulations (See Table 3).   | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Conditional Use Permit</b>              | A conditional use permit requires a narrative explaining the project and the reason for the request of a conditional use permit along with a site plan of the project (See Table 3).  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Planned Unit Development</b>            | A planned unit development request requires the submittal of a narrative explaining the project and reason for the request of a planned unit development. The submittal also requires the applicant to provide requested development standards that differ from those put forth in the OCCGF, a site plan showing the requested standards, as well as submittal information to show compliance with stormwater regulations (See Table 3). | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Amended Plat, Non-Administrative</b>    | Any amended plat altering six or more lots is required per State Statute to be reviewed by the governing body. This submittal requires a narrative of the project and an amended plat (See Table 2 for requirements).   | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |

**Land Use Submittal Checklist - (continued)**

**APPLICANT SHALL SUBMIT ALL INFORMATION THAT IS MARKED REQUIRED BY STAFF FOR A COMPLETE SUBMITTAL**

| <b>Table 1 - Preliminary Plat Checklist</b>                 |  | <b>Req.</b>   | <b>App.</b>              | <b>Staff</b>             |
|---|--|---|--------------------------|--------------------------|
| <b>General Plat Requirements</b>                            | Plat shall include all applicable items per Title 17 - Appendix A :  |   |                          |                          |
|   | ▪ Title Block - Title shall contain the words amended plat, subdivision, or certificate of survey (COS), the legal description, and the quarter section, section, township, range, principal meridian and county | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
|   | ▪ Name of owners, adjoining platted subdivision names, and adjoining COS numbers   | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
|   | ▪ North arrow, scale and description of monuments  | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
|   | ▪ Legal description of boundary perimeters   | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
|   | ▪ All lots and blocks in the subdivision designated by number, the dimensions of each lot and block, the area of each lot, and the total acreage of all lots   | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
|   | ▪ All streets, alleys, avenues, roads and highways; their widths and bearings; the width of all right-of-way; and the names of all streets, roads, and highways  | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
|   | ▪ The location, dimensions and areas of all parks, common areas, and all other grounds dedicated for public use  | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
|   | ▪ Date of survey and purpose statement   | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
|   | ▪ Show all phases if project is phased   | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
|   | <b>Plans and Supplemental Information</b>  | One (1) hardcopy of all plans, all manuals, and one (1) electronic submittal via CD or thumb drive are to be submitted and contain the following items: | <input type="checkbox"/> | <input type="checkbox"/> |
| ▪ Conceptual Plans for Public Infrastructure                |  | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| ▪ Preliminary Soils/Geotechnical Information                |  | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| ▪ Estimated Water and Wastewater Demands/Discharge          |  | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| ▪ Preliminary Drainage Plan(s)                              |  | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| ▪ Any Special Funding Proposal for Public Infrastructure    |  | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| ▪ Preliminary Easements                                     |  | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Table 2 - Final Plat and Minor Subdivision Checklist</b> |  | <b>Req.</b>   | <b>App.</b>              | <b>Staff</b>             |
| <b>General Plat Requirements</b>                            | Plat shall include all applicable items per Title 17 - Appendix A and the Cascade County Clerk and Recorder Checklist:   |   |                          |                          |
|   | ▪ Title Block - Title shall contain the words amended plat, subdivision, or certificate of survey (COS), the legal description, and the quarter section, section, township, range, principal meridian and county | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
|   | ▪ Name of owners, adjoining platted subdivision names, and adjoining COS numbers   | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
|   | ▪ North arrow, scale and description of monuments  | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
|   | ▪ Legal description of boundary perimeters   | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
|   | ▪ All lots and blocks in the subdivision designated by number, the dimensions of each lot and block, the area of each lot, and the total acreage of all lots   | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
|   | ▪ All streets, alleys, avenues, roads and highways; their widths and bearings; the width of all right-of-way; and the names of all streets, roads, and highways  | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
|   | ▪ The location, dimensions and areas of all parks, common areas, and all other grounds dedicated for public use  | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
|   | ▪ Date of survey and purpose statement   | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
|   | ▪ The signature and seal of the registered land surveyor responsible for the survey  | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |



**Land Use Submittal Checklist - (continued)**

**APPLICANT SHALL SUBMIT ALL INFORMATION THAT IS MARKED REQUIRED BY STAFF FOR A COMPLETE SUBMITTAL**

| <b>Table 2 - Final Plat and Minor Subdivision Checklist (cont.)</b> |  | <b>Req.</b>  | <b>App.</b>  | <b>Staff</b>   |
|---|--|--|--|--|
| <b>Signatures and Certifications (continued)</b>                    | <p>Plat shall include all items per Title 17 - Appendix A and the Cascade County Clerk and Recorder Checklist in order to obtain the needed signatures for recording of the plat:</p> <ul style="list-style-type: none"> <li>▪ Certification by the governing body that the final subdivision plat is approved, such certification shall include the acceptance of any dedicated land and improvements</li> <li>▪ In the absence of full dedicated park land, a certification by the governing body waiving park dedication or accepting cash donation in lieu of dedication</li> <li>▪ Certification by the applicable Planning Board that it has examined the subdivision plat</li> <li>▪ Signature of the landowner(s)</li> <li>▪ Certification of the County Treasurer that all real property taxes and special assessments levied on the land to be subdivided have been paid</li> <li>▪ Approval statement from MDEQ and/or City-County Health Department or the Exemption stamp from City-County Health Department where subdivision is exempt from Montana Sanitation in Subdivisions Act (COSA or MFE)</li> </ul>   | <input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/>                             | <input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/>                             | <input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/>                             |
| <b>Plans and Supplemental Information</b>                           | <p>Three (3) hardcopies of all plans, one (1) copy of all manuals, and one (1) electronic submittal will be submitted and contain the following items (all plans and reports shall be prepared by a Montana licensed Professional Engineer):</p> <ul style="list-style-type: none"> <li>▪ Final Plans and Specifications, including applicable sanitary sewer, storm drainage/grading, street, water and traffic control facilities,</li> <li>▪ Final Storm Drainage/Water Design</li> <li>▪ Final Sanitary Sewer and Water Design Reports (Reports shall be prepared by in accordance with MDEQ requirements and standards)</li> <li>▪ All other required Design Reports (i.e., traffic generation, geotechnical, pavement and roadway design)</li> <li>▪ Wastewater Industrial Pretreatment Survey for all developments except for projects containing only single or multi-family residential</li> <li>▪ Copy of Letter certifying that the Developer will be responsible for the cost of full-time construction inspection services provided by the City Engineering Division or a Consultant Engineering firm. Check with City Engineering Division for inspections.</li> <li>▪ Original executed Easements for Public Infrastructure.</li> </ul> | <input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/> | <input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/> | <input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/> |

Land Use Submittal Checklist - (continued)

**APPLICANT SHALL SUBMIT ALL INFORMATION THAT IS MARKED REQUIRED BY STAFF FOR A COMPLETE SUBMITTAL**

| Table 3 - Site Plan Checklist             |  | Req.                                | App.                     | Staff                    |
|---|--|-------------------------------------|--------------------------|--------------------------|
| <b>Site Plan Requirements</b>             | Site Plan shall include all applicable items per Title 17 - Appendix A :   |                                     |                          |                          |
|   | ▪ Title Block containing project name, developer and landowner name, north arrow, graphic scale, property boundaries, and acreage of subject property    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|   | ▪ Land Use/Development Standards tables with applicable information  | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
|   | ▪ Existing buildings and site amenities as applicable including; contours, wetlands, existing vegetation, water resources, floodplains                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|   | ▪ All proposed buildings and site features including, access drives, pedestrian facilities, parking, landscaping, and lighting per Title 17 requirements | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|   | ▪ All proposed utilities and stormwater facilities   | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Plans and Supplemental Information</b> | One (1) copy of all plans, all manuals, and one (1) electronic submittal via CD or thumb drive are to be submitted and contain the following items:      |                                     |                          |                          |
|   | ▪ Conceptual Plans for Public Infrastructure   | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
|   | ▪ Preliminary Soils/Geotechnical Information   | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
|   | ▪ Estimated Water and Wastewater Demands/Discharge   | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
|   | ▪ Preliminary Drainage Plan(s)   | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
|   | ▪ Any Special Funding Proposal for Public Infrastructure   | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
|   | ▪ Preliminary Easements  | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |

September 21, 2022

Kairos Youth Services is a non-profit organization since 1980, that operates a community-based Shelter/Group Home, we are located in Great Falls, MT. We offer youth the skills necessary to become productive members of our community. We serve 8 youth at a time that requires 24-7 care, the ages range from 10-18. We offer a safe place to transition in returning home or meeting other placement goals.

We assist the youth in developing his own- individualized goals that meet their unique and individual needs as we form a basic foundation of accountability, responsibility, integrity, respect and help build self-esteem. The Youth are placed in the homes by the Department of Health & Human Services, Youth Court Service, and Foster Care as a result of emotional, social, legal or family issues.

To ensure the safety of everyone involved we have alarms on all the windows and perform 15-minute bed checks during the night. We offer a safe and secure environment for our youth and community.

Kairos Youth Services, helps the youth achieve personal growth and success by helping each individual develop a strong sense of self, the importance of healthy relationships, building skills that they will use for the rest of their lives, and become a contributor to their community.

- a.) All youth are required to attend school. Our goal is that they all become High School Graduates. Some of the youth continue their education by attending College and/or Vo-Tech. We help them build life skills that will benefit them throughout their whole life's and improve the community as a whole.
- b.) Reinforce positive youth development strategies on forging relationships, with individuals, groups and community.
- c.) Our goal is to equip youth with the tools they need to succeed as they launch their professional lives and become contributing members of their communities.
- d.) One of Kairos Youth Services goals is to offer youth a future and help youth achieve self-sufficiency by helping with education, employment and training.
- e.) Youth are treated as individuals and encouraged to engage with their communities, schools, organizations, peer groups and families in ways that are both constructive and productive.
- f.) Kairos Youth Services is a United Way supported service, and with this partnership we are able to serve the community in offering, Stuff the Bus (collect school items for needy youth), clean-up parks, streets and individual yards. Shows youth the power of giving back to their community.

We are requesting to add one bedroom and one bathroom to existing home (remodel), so that we can add 4 more youth to our services. This is required per licensing with the State of Montana. A service that is greatly needed in our State.




























If you have any question's please, feel free to contact me at 406-727-0076 or cell 406-564-8004

Thank you,

Sherri Norton  
Executive Director

# Street View Map

## Untitled layer

-  Space Shirts
-  Perrone Photography
-  Perrone Properties
-  Beauty in Flooring
-  Sumo Monkey
-  TJ Nails
-  Finest Floors of Brevard
-  Enchanted Spirit
-  Oceansports World
-  Oceansports World
-  Conway Veterinary Hospital
- 
- Bilt Surf Shop Retail/ Bilt Surfboard Rentals Lessons and Bike Rentals
-  Island Breakers Billiards
-  Graphic Details Inc.
- 
- Hayes Meats & Gourmet Foods
-  Jackson's Bistro
-  Fishy Bizness
-  Horizon Mini Storage Cocoa
- 
- Lightholder Building Contractors
-  Perrone Commercial
-  Perrone Village
-  Perrone Plaza
-  My VIP Auto Sales
- 
- PERRONE REALTY REFERRAL CO.
-  Lynk Mortgage Group
- 
- Treasure Island Resort Wear & Gifts
- 
- Celebration Suites



Google Maps 1200 7th Ave NW

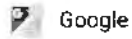


Image capture: Oct 2021 © 2022 Google



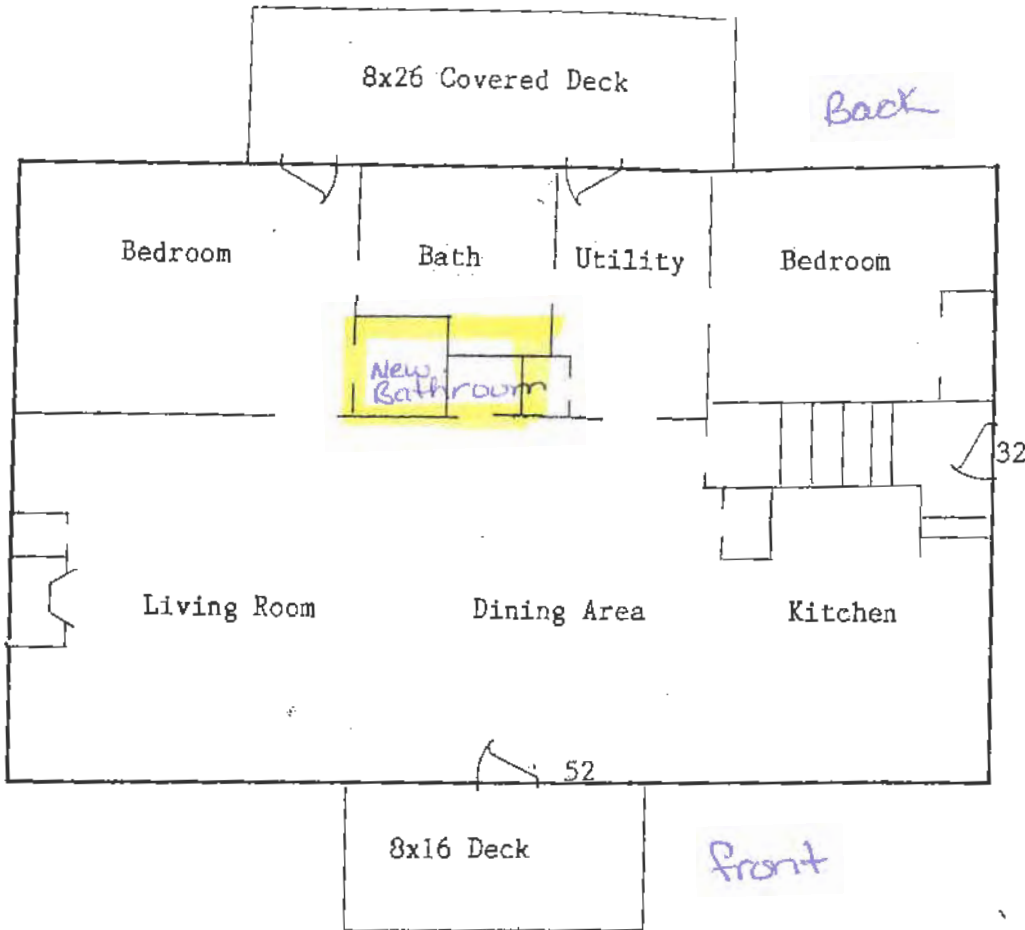
1207 7th Ave NW

Great Falls, Montana



Street View - Oct 2021

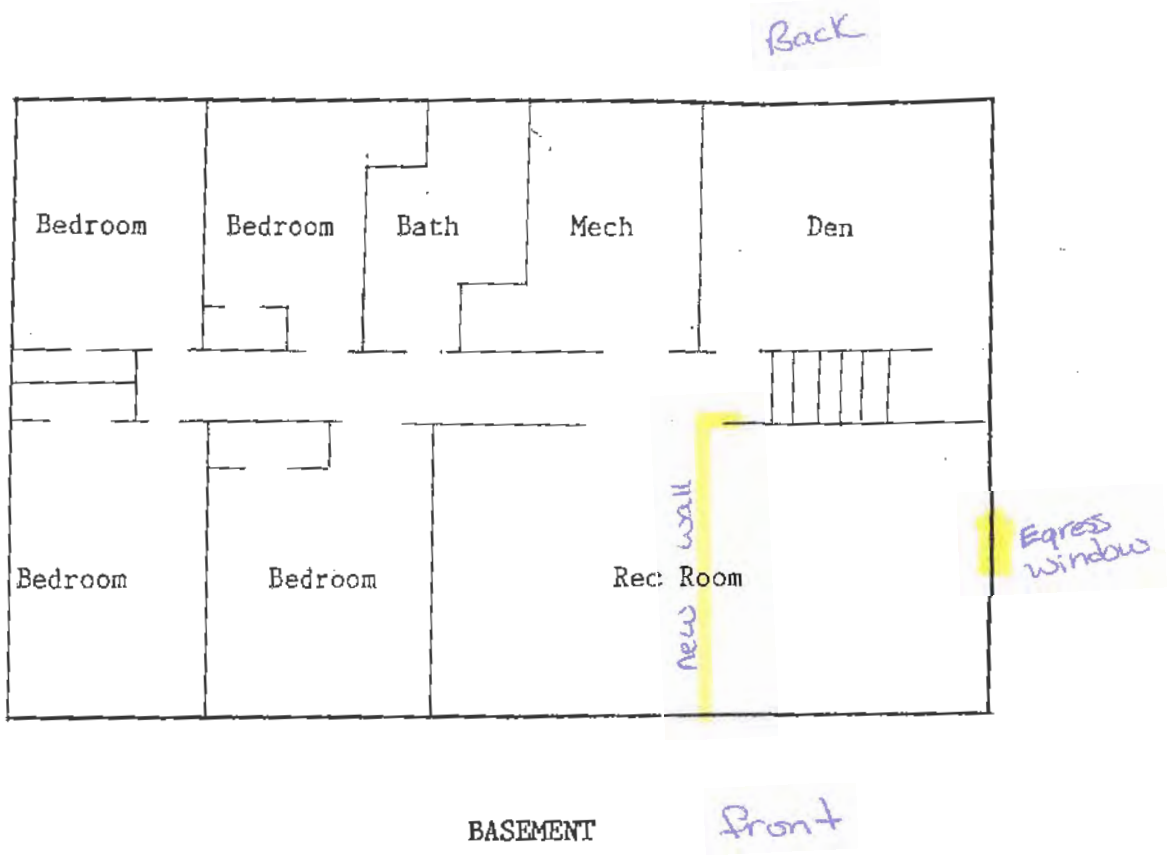




MAIN LEVEL

7th Ave NW

12th Street NW





Commission Meeting Date: December 6, 2022

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

- Item:** Public Hearing - Annexation of the property addressed as 3801 2nd Avenue North and legally described as Mark 5 within the N ½ NW NW of Section 9, T20N, R4E, PMM, Cascade County, Montana; and establishment of City zoning classification of R-6, Multi-family High Density for the newly created Tract 1, and C-1, Neighborhood Commercial for the newly created Tract 2 in the N ½ N ½ of Sections 8 and 9, T20N, R4E, PMM, Cascade County, Montana.
- From:** Lonnie Hill, Planner II, Planning and Community Development
- Initiated By:** Silver Stone Enterprises, LLC
- Presented By:** Craig Raymond, Director, Planning and Community Development
- Action Requested:** City Commission adopt Resolution 10482, adopt Ordinance 3253, and approve the Improvement Agreement

**Public Hearing:**

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

**Suggested Motion:**

Commissioner moves:

- I. "I move that the City Commission (adopt/deny) Resolution 10482 to annex the property legally described as Mark 5 within the N ½ NW NW of Section 9, T20N, R4E, PMM, Cascade County, Montana, and (approve/not approve) the Improvement Agreement, based on the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant."

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

And;

- II. "I move that the City Commission (adopt/deny) Ordinance 3253 to assign R-6, Multi-family High Density zoning for the newly created Tract 1, and C-1, Neighborhood Commercial zoning for the newly created Tract 2 in the N ½ N ½ of Sections 8 and 9, T20N, R4E, PMM, Cascade County, Montana and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant."



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

---

**Staff Recommendation:** At the conclusion of a public hearing held on October 25, 2022, the Zoning Commission recommended the City Commission approve the establishment of Multi-family High Density (R-6) zoning for the newly created Tract 1 and the establishment of Neighborhood Commercial (C-1) zoning for the newly created Tract 2. Staff also recommends approval of the applicant's proposed zoning request with the following conditions:

**Conditions of Approval for Annexation and Establishment of Zoning:**

1. **General Code Compliance.** Any future development of the subject property shall be consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. **Improvement Agreement.** The applicant shall abide by the terms and conditions as well as pay all fees specified in the attached Improvement Agreement for the subject property. The Improvement Agreement must be signed by the applicant and recorded at the Cascade County Clerk and Recorder.
3. **Land Use & Zoning.** Development of the subject property shall be consistent with the allowed uses and specific development standards of the R-6 Multi-family High Density zoning district for the newly created Tract 1 and C-1 Neighborhood Commercial zoning district for the newly created Tract 2.

**Summary:**

Silver Stone Enterprises submitted an application on August 10<sup>th</sup>, 2022 to annex and assign City zoning to the 15.67 acre property addressed as 3801 2<sup>nd</sup> Avenue North located at the northeast corner of 2<sup>nd</sup> Avenue North and 38<sup>th</sup> Street North and legally described above. The applicant proposes development of an apartment complex consisting of 12 36-unit buildings for a total of 432 units. The project is likely to be built in phases beginning in the northwest corner of the subject property. The anticipated build-out of all phases could take approximately 5 years.

The parcel proposed for annexation is an unincorporated enclave, meaning it is wholly surrounded by City limits. The 0.68 parcel immediately west of the subject property is also part of this proposed development project site, but is already within the City limits as shown on the attached *Resolution 10482 Exhibit A* and does not require annexation into the City. The applicant is proposing to reconfigure both of these parcels to create the desired lots for the proposed development project site. The applicant is required to apply for and file an amended plat described as a boundary line adjustment to create the lots described in this report as the proposed Tract 1 and Tract 2. This amended plat is reviewed administratively by planning staff and does not require legislative approval. The proposed lot configuration is shown on the submitted *Draft Amended Plat* provided as an attachment.

The applicant requests City zoning classification of R-6 Multi-family High Density for the newly created Tract 1 which covers approximately the northern two-thirds of the proposed development project site, and requests City zoning classification of C-1 Neighborhood Commercial for the newly created Tract 2 which covers approximately the southern one-third of the proposed development project site. The proposed lot configuration and zoning of Tract 1 and Tract 2 is shown on the *Ordinance 3253 Exhibit A*.

**Background:****Annexation by Petition Request:**

The subject property proposed for annexation consists of approximately 15.67 acres and is contiguous to the existing City limits on all sides, making it an unincorporated enclave. The subject property is located within Cascade County with Commercial zoning designation and is currently undeveloped. As previously mentioned, the tract to the west of the subject property is within City limits and is part of the proposed development project site. To the north of the subject property are existing residences within the City within R-6 and R-3 zoning districts. These residences range from single-family homes to four-plex condos and apartments. Existing single-family residential homes within the City are located to the east which are zoned R-3. To the south of the subject property is 2<sup>nd</sup> Avenue North with the newly developed Copperview Condos upon property that is zoned R-6 and the Montana School for the Deaf and Blind upon property that is zoned PLI. The right-of-way of 2<sup>nd</sup> Avenue North and 38<sup>th</sup> Street North are both already within the City boundary and do not need to be annexed as part of this project.

The basis for decision for an annexation by petition request is listed in OCCGF § 17.16.7.050. The recommendation of the Planning Advisory Board and the decision of the City Commission shall at a minimum consider the criteria which are attached as *Findings of Fact/Basis of Decision – Annexation*.

**Establishment of Zoning Request:**

The applicant's request to establish R-6 zoning on the northern two-thirds of the property aligns with neighboring properties developed to the north of the east-west alley that borders the site to north. This zoning designation meets specific goals and objectives within the City of Great Falls 2013 Growth Policy Update, including encouraging a diverse, safe, and affordable supply of housing in the City. This project will substantially expand the supply of apartment residential opportunities and encourages a variety of housing types and densities so that residents can choose by price or rent, location and place of work.

The proposed R-6 zoning also aligns with appropriate uses for the location of the site. The proposed project is at the corner of 38<sup>th</sup> Street North and 2<sup>nd</sup> Avenue North, both of which function as minor arterial streets. Generally, intersections of higher classification streets are appropriate for higher intensity of use. In this case, the location of a large apartment complex adjacent to these streets is advantageous to connect these residents to the greater surrounding area. The applicant will be responsible for extending utility mains and transportation improvements per City requirements as referenced in the provided *Improvement Agreement*.

The reason the applicant has requested C-1 zoning for the southern third of the property is that it accomplishes two goals: First, C-1 zoning allows multifamily housing, which allows the proposed apartment development to be consistent with the City's zoning code. Second, it will provide the applicant with another option if they wish to establish some commercial development along 2<sup>nd</sup> Avenue North. Because C-1 zoning is present east, west, and southwest of the property, the request is consistent with the zoning code and supported by City staff.

The basis for decision on zoning map amendments is listed in Official Code of the City of Great Falls (OCCGF) §17.16.40.030 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the criteria which are attached as *Findings of Fact/Basis of Decision – Zoning Map Amendment*.

**Required Improvements:**

**Access.** All vehicular traffic will ingress/egress from the access points shown on the *Site & Infrastructure Plan* along 38<sup>th</sup> Street North across from 3<sup>rd</sup> Avenue North, and from 2<sup>nd</sup> Avenue North at the existing break in the median. The project will have no vehicular connections to the alley located between the subject property and the residential properties located north of the proposed development project. On the east side of the subject property, the applicant is required to construct and dedicate right-of-way for a new vehicular turnaround to facilitate fire protection and sanitation service connecting 3<sup>rd</sup> Avenue North and the alley to the south along the eastern property line of the subject property. This turnaround shall be fenced and there shall be no vehicular connection made between the proposed development and the turnaround. Although vehicular connectivity is often prioritized to incorporate new projects into the existing street network, both staff and the applicant agreed directing traffic from the apartments onto the minor arterials was beneficial to keep the apartment traffic from using local streets as a shortcut, and keep neighborhood traffic from using the apartment as a shortcut. Staff is requiring the applicant to construct a pedestrian connection to the 40<sup>th</sup> Street North sidewalk so future apartment residents will have another pedestrian option to access nearby park and school facilities.

**Water Main Improvements.** The applicant agrees to extend public water mains through the proposed development project according to City standards. The improvement is to be owned and maintained by the City upon completion.

**Sanitary Sewer Main Improvements.** Installation of a public sanitary sewer main shall extend from the existing eight (8) inch mains located along the east and west property lines of the subject property. The City will be responsible for the reconstruction or lining of the existing main located between 38<sup>th</sup> Street North to the first manhole on the property east of 38<sup>th</sup> Street North. The remainder of the sewer main improvements are the responsibility of the applicant. The sanitary sewer mains shall be installed to conform to City standards and serve all units within the proposed development. The improvement is to be owned and maintained by the City upon completion.

**Roadway and Sidewalk Improvements.** The applicant agrees to construct and/or reconstruct curbing, sidewalk, and boulevard landscaping along 38<sup>th</sup> Street North and 2<sup>nd</sup> Avenue North adjacent to the subject property as construction commences adjacent to those locations. Design and installation shall be consistent with City standards and submitted plans approved by the City of Great Falls and the Montana Department of Transportation (MDT). All boulevard improvements, including curbing, sidewalks, and landscaping shall be maintained by the applicant. In the event apartment construction does not commence adjacent to 2<sup>nd</sup> Avenue North, a curbside sidewalk must still be installed to provide pedestrian access along 2<sup>nd</sup> Ave North along the entire frontage of the subject property within five (5) years after annexation, unless an extension is granted by the City to the applicant.

**Traffic Impact Improvements.** The applicant is required to construct all MDT and City of Great Falls required improvements along the subject property frontage with 2<sup>nd</sup> Avenue North. Additionally, the applicant is required by the City to pay for the project's anticipated traffic impact to the intersection of 38<sup>th</sup> Street North and 2<sup>nd</sup> Avenue North, unless MDT does not authorize improvements to the intersection. The Traffic Impact Study submitted on behalf of the applicant estimates that new southbound left turns on 38<sup>th</sup> Street will be approximately 10% greater in 2027 than if the project was not constructed, and will cause total left turns to exceed the 100 vehicles per hour threshold where dedicated left turn lanes are recommended by the Federal Highway Administration. The applicant's contribution shall not exceed \$50,000, which is roughly ten (10) percent of the current cost of improving the intersection as estimated by the City's third party engineering consultant. MDT is still reviewing the applicant's Traffic Impact Study as part of their Systems Impact process. The applicant may have other improvements that will be required once MDT review is complete. The *Improvement Agreement* references that the applicant will

need to comply with any additional MDT requirements. More information regarding staff's transportation planning analysis can be found within the *City Staff Traffic Analysis memo* provided by Senior Transportation Planner, Andrew Finch, and the *Traffic Impact Study* provided by the applicant, both included as attachments.

**Neighborhood Council Input:**

The subject property is located adjacent to Neighborhood Council #4. There is no adopted neighborhood plan for Neighborhood Council #4, or any other Council within the City. The applicant presented to Neighborhood Council #4 on August 25, 2022. The Council made a motion that encourages the project to move forward in the city process, with concern about congestion along 38th Street North. Subsequently at the Council's September 22, 2022 meeting, Steve Bucher, the Condo Association Chair of the 4<sup>th</sup> Avenue North at 38<sup>th</sup> Street Condos presented to the Neighborhood Council and noted concerns regarding parking along the alley between the condos and the subject property. Specifically, it was noted that parking for the condo units along the alley was very limited and would be difficult to access without encroaching on the applicant's property. Neighborhood Council #4 Chair, Sandra Guynn, requested City planning staff return to the Neighborhood Council's October 27, 2022 meeting to discuss the alley and parking situation. City planning staff attended the October 27, 2022 meeting and answered questions from both the Council members and concerned neighbors, including owners of the 4<sup>th</sup> Avenue North at 38<sup>th</sup> Street Condos.

**Concurrences:**

Representatives from the City's Public Works, Fire, and Legal Departments have been involved throughout the review and approval process for this project, and will continue to participate throughout the permit approval process. Both Engineering and Environmental Divisions of Public Works and the Legal Department have collaborated on the submitted *Improvement Agreement*.

**Fiscal Impact:**

Water and sewer service will be provided by the City, with the cost of the connection improvements borne by the applicant according to the agreed upon terms of the attached *Improvement Agreement*. The annexation will add an unincorporated enclave property into the city which will significantly increase the City's tax base and increase revenue. Although the applicant's project will have a noticeable impact on average daily traffic along the 38<sup>th</sup> Street corridor, the applicant has agreed to City staff's condition that a financial contribution be made towards adding left turns to the 38<sup>th</sup> Street approach to the intersection at 2<sup>nd</sup> Avenue North.

**Conclusion:**

The subject property being considered for annexation and development is a completely surrounded County enclave, and is therefore a very high priority for incorporation into the City. The applicant's zoning request is consistent with the existing R-6 condominium zoning to the north and the C-1 commercial zoning to the east and west of the subject property. Additionally, the location of the property along two minor arterial streets makes it more suitable for a higher density development rather than a single-family neighborhood. The property is also known for having fatty clay soils, which makes it more suitable for commercial type building construction. Finally, the City has a documented need for additional housing construction, particularly in a convenient location near Malmstrom Air Force Base. These considerations, plus the willingness of the applicant to assist with mitigating impacts to 38<sup>th</sup> Street North, should be considered by the City Commission.

**Alternatives:** The City Commission could deny Resolution 10482 and Ordinance 3253. For these actions, the City Commission must provide separate Findings of Fact/Basis of Decision for denial of the annexation and establishment of zoning.

**Attachments/Exhibits:**

- Resolution 10482
- Resolution 10482 Exhibit A
- Findings of Fact/Basis of Decision – Annexation
- Ordinance 3253
- Ordinance 3253 Exhibit A
- Findings of Fact/Basis of Decision – Zoning Map Amendment
- City Staff Traffic Analysis Memo
- Site Photos
- Project Narrative
- Preliminary Plans
- Draft Amended Plat
- Traffic Impact Study
- Improvement Agreement
- Allowable Uses by District for R-6 and C-1
- Lot Area and Dimensional Standards for R-6 and C-1
- Public Comment Submitted to Planning Advisory Board/Zoning Commission

**RESOLUTION 10482**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF THE CITY OF GREAT FALLS TO INCLUDE MARK 5 WITHIN THE N 1/2 NW NW OF SECTION 9, T20N, R4E, PMM, CASCADE COUNTY, MONTANA IN ACCORDANCE WITH THE PROVISION OF SECTION 7-2-4601, MONTANA CODE ANNOTATED.**

\* \* \* \* \*

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

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

Mark 5 within the N ½ NW NW of Section 9, T20N, R4E, PMM, Cascade County, Montana;

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

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

**WHEREAS**, Maureen M Newman Etal, the owner of the hereinabove described property represented by Silver Stone Properties, LLC, has submitted a petition to have the subject properties annexed to the City of Great Falls; and

**WHEREAS**, the Great Falls Planning Advisory Board/Zoning Commission conducted a public hearing on October 25, 2022, to consider said annexation and assignment of zoning of R-6 Multi-family High Density district for the newly created Tract 1 and C-1 Neighborhood Commercial district for the newly created Tract 2 and, at the conclusion of said hearing, passed a motion recommending the City Commission annex Mark 5 within the N ½ NW NW of Section 9, T20N, R4E, PMM, Cascade County, Montana and assign said zoning of R-6 for the newly created Tract 1, and C-1 for the newly created Tract 2 of COS \_\_\_\_\_ in the N ½ N ½ of Sections 8 and 9, T20N, R4E, PMM, Cascade County, Montana; and

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

**WHEREAS**, the City Commission adopted Resolution 10388 to authorize and direct City staff to update the appropriate boundaries of neighborhood council district 4 to include the subject property; and

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

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

That the boundaries of the City of Great Falls, Montana, be, and the same are hereby extended so as to embrace and include within the corporate limits of said city, all of the land hereinabove described, included as: Mark 5 within the N ½ NW NW of Section 9, T20N, R4E, PMM, Cascade County, Montana” as shown on attached “Exhibit A.”

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

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

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 6th day of December, 2022.

\_\_\_\_\_  
Bob Kelly, Mayor

ATTEST:

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

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
David G. Dennis, City Attorney



# Resolution 10482 Exhibit A



--- City Limit  
 □ Parcels



**FINDINGS OF FACT/BASIS OF DECISION – ANNEXATION**

Mark 5 within the N ½ NW NW of Section 9, T20N, R4E, PMM, Cascade County, Montana

**PRIMARY REVIEW CRITERIA:**

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

**1. The subject property is contiguous to the existing City limits.**

The subject property is contiguous to the existing City limits on all sides.

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

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

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

Social – Housing

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

Physical - Efficient Infrastructure

- Phy4.3 Optimize the efficiency and use of the City’s public facilities and utilities.
- Phy4.3.2 Plan for the provision of appropriate infrastructure improvements, where needed, to support development.

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

The subject property is located adjacent to Neighborhood Council #4. There is no adopted neighborhood plan for Neighborhood Council #4, or any other Council within the City. The application was presented to Neighborhood Council #4 on August 25, 2022. The Council made a motion that encourages the project to move forward in the city process, with concern about congestion along 38th Street North.

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

The subject property is not located within any adopted plan or sub-area planning areas. The proposed improvements related to the development are consistent with City planning documents and City standards. The size of the project triggered a Traffic Impact Analysis due to peak hour traffic exceeding 300 trip ends. City staff has reviewed the study and required the applicant to participate on off-site improvements to mitigate effects of the project on the surrounding street network. A more detailed

description of these improvements is outlined in the Agenda Report as well as in the Improvement Agreement.

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

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

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

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

**7. The owner(s) of the subject property will bear all of the cost of improving the property to City standards and or/ the owner(s) has signed an agreement waiving the right of protest to the creation of a special improvement district created to pay, in whole or in part, any necessary improvement.**

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

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

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

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

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

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

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

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

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

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

The subject property is not used for the uses listed above. The subject property is located within Cascade County with Commercial zoning and currently undeveloped. Existing single-family residential homes and a four-plex condo project within the City are located to the north and east. To the south of the subject property is 2<sup>nd</sup> Avenue North with the newly developed Copperview Condos and the Montana School for the Deaf and Blind.

**ORDINANCE 3253**

**AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF R-6 MULTI-FAMILY HIGH DENSITY TO THE NEWLY CREATED TRACT 1, AND C-1 NEIGHBORHOOD COMMERCIAL FOR THE NEWLY CREATED TRACT 2 OF COS \_\_\_\_\_ LOCATED IN THE N 1/2 N 1/2 OF SECTIONS 8 AND 9, T20N, R4E, PMM, CASCADE COUNTY, MONTANA.**

\* \* \* \* \*

**WHEREAS**, the property owners, represented by Silver Stone Properties LLC, have petitioned the City of Great Falls to annex the subject property, consisting of ±15.67 acres, legally described as Mark 5 within the N 1/2 NW NW of Section 9, T20N, R4E, PMM, Cascade County, Montana; and,

**WHEREAS**, the property owners, represented by Silver Stone Properties LLC, have petitioned the City of Great Falls to assign a zoning classification of R-6, Multi-family High Density for the newly created Tract 1, and C-1, Neighborhood Commercial for the newly created Tract 2 in the N 1/2 N 1/2 of Sections 8 and 9, T20N, R4E, PMM, Cascade County, Montana, upon annexation to the City; and,

**WHEREAS**, the Great Falls Zoning Commission conducted a public hearing on October 25, 2022, to consider said assignment of zoning of R-6 Multi-family High Density district and C-1 Neighborhood Commercial district and, at the conclusion of said hearing, passed a motion recommending the City Commission assign said zoning to the subject properties for the newly created Tract 1, and C-1, Neighborhood Commercial for the newly created Tract 2 in the N 1/2 N 1/2 of Sections 8 and 9, T20N, R4E, PMM, Cascade County, Montana; and,

**WHEREAS**, notice of assigning said zoning classification to the subject properties was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 6th day of December 2022, before final passage of said Ordinance herein; and,

**WHEREAS**, following said public hearing, it was found and decided that the assignment of R-6 and C-1 zoning on said properties meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.030, and that the said zoning designation be made.

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

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

Section 2. That the zoning classification of “R-6 Multi-family High Density” be assigned to the newly created Tract 1, and “C-1 Neighborhood Commercial” for the newly created Tract 2 in the N ½ N ½ of Sections 8 and 9, T20N, R4E, PMM, Cascade County, Montana as shown in “Exhibit A”, subject to the setbacks, and other development standards and by this reference made a part hereof, as well as all other applicable regulatory codes and ordinances.

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

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading November 16, 2022.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading December 6, 2022.

\_\_\_\_\_  
Bob Kelly, Mayor

ATTEST:

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

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
David G. 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 City Commission, Ordinance 3253 on the Great Falls Civic Center posting board and the Great Falls City website.

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

(CITY SEAL)

# Ordinance 3253 Exhibit A



City Limit  
Parcels





**FINDINGS OF FACT – ZONING MAP AMENDMENT**

Tract 1 and Tract 2 of COS \_\_\_\_\_ in the N ½ N ½ of Sections 8 and 9, T20N, R4E, PMM, Cascade County, Montana

**PRIMARY REVIEW CRITERIA:**

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

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

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

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

Social – Housing

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

Physical - Efficient Infrastructure

- Phy4.3 Optimize the efficiency and use of the City’s public facilities and utilities.
- Phy4.3.2 Plan for the provision of appropriate infrastructure improvements, where needed, to support development.

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

The subject property is located adjacent to Neighborhood Council #4. There is no adopted neighborhood plan for Neighborhood Council #4, or any other Council within the City. The application was presented to Neighborhood Council #4 on August 25, 2022. The Council made a motion that encourages the project to move forward in the city process, with concern about congestion along 38th Street North.

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

The subject property is not located within any adopted plan or sub-area planning areas. The proposed improvements related to the development are consistent with City planning documents and City standards. The size of the project triggered a Traffic Impact Analysis due to peak hour traffic exceeding 300 trip ends. City staff has reviewed the study and required the applicant to participate on off-site improvements to mitigate effects of the project on the surrounding street network. A more detailed description of these improvements is outlined in the Agenda Report as well as in the Improvement Agreement.

**4. The code with the amendment is internally consistent.**

The proposed establishment of R-6 and C-1 zoning is internally consistent. The proposed R-6 zoning aligns with appropriate uses for the location of the site with adjacent R-6 zoning to the north of the subject property. The proposed C-1 zoning aligns with the strip of commercial development along 2<sup>nd</sup> Avenue North both east and west of the subject property. Generally, intersections of higher classification streets are appropriate for higher intensity of use. The proposed project is at the corner of 38<sup>th</sup> Street North and 2<sup>nd</sup> Avenue North, both of which function as minor arterial streets. In this case, the location of 432 apartment units adjacent to minor arterial streets is advantageous to connect these residents to the greater community. The applicant will be responsible for extending utility mains and roadway improvements per City requirements including some off-site improvements to mitigate effects of the project on the surrounding street network.

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

There are no existing public health, safety, or welfare issues that have been identified for the subject property. Residents in Neighborhood Council District #4 have identified traffic congestion on 38<sup>th</sup> Street North as an ongoing safety concern. While the assignment of high density zoning and future development will add congestion to 38<sup>th</sup> Street North, the applicant has agreed to work with City staff to alleviate congestion at the intersection of 38<sup>th</sup> Street North and 2<sup>nd</sup> Avenue North.

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

The City has the financial and staffing capability to administer and enforce the amendment if it is approved. The allowance for higher density zoning and development may trigger MDT required improvements to the 2<sup>nd</sup> Avenue North frontage along the property. If so, these improvements will be paid for by the applicant. If improvements to the intersection at 38<sup>th</sup> Street and 2<sup>nd</sup> Avenue are implemented, the applicant and MDT will be contributing financially towards these improvements.

## City Staff Traffic Analysis Memo – Silver Stone Apartments

**Background/Project Description/Location:** An apartment development, consisting of 12 36-unit apartment buildings and associated site and public facility improvements, has been proposed on a vacant site located at the northeast corner of 38<sup>th</sup> Street North and 2<sup>nd</sup> Avenue North. The site is adjacent to a mix of single-family and multi-family residential uses on the east and a mix of single family and 4-unit condominiums on the north. Finally, the property abuts uses on the southeast, fronting 2<sup>nd</sup> Avenue North.

### **Existing Facilities:**

**Streets and alleys:** The subject property abuts 2<sup>nd</sup> Avenue North on the south, 38<sup>th</sup> Street North on the west, and 4<sup>th</sup> Alley North on the north. 40<sup>th</sup> Street North dead-ends at 4<sup>th</sup> Alley North on the north side of the property, and 3<sup>rd</sup> Alley North and 3<sup>rd</sup> Avenue North similarly terminate at the property on the east. 3<sup>rd</sup> Avenue North and 3<sup>rd</sup> Alley North are unpaved, as is all but a small portion of 4<sup>th</sup> Alley North. Asphalt pavement exists in 4<sup>th</sup> Alley North adjacent to four of the condominiums.

2<sup>nd</sup> Avenue North is a 4-lane Principal Arterial with center medians. It's on the National Highway System, and is maintained by the Montana Department of Transportation. It does not have curb or gutter or sidewalks, but has a wide shoulder.

38<sup>th</sup> Street North is a 2-lane Major Collector on the Urban System, and is maintained by the City of Great Falls. It has curb and gutter on both sides, and, for a Collector, has a relatively narrow pavement width.

**Parking:** On-street parking is allowed on 38<sup>th</sup> Street North, and although a wide shoulder exists on 2<sup>nd</sup> Avenue North, parking is not encouraged along this section. Further to the east where curb, gutter and sidewalk are installed, parking is allowed.

**Sidewalks and trails:** Back-of-curb 5-foot sidewalks adjoin the subject property on 38<sup>th</sup> street. No sidewalks exist along 2<sup>nd</sup> Avenue North.

The nearest bicycle facility is on 38<sup>th</sup> Street North, just north of 10<sup>th</sup> Avenue North. This facility is a separated shared use path, leading north to the main River's Edge Trail System at Giant Springs Road.

**Bus/Transit:** The nearest public transportation route (Great Falls Transit bus service) is 2 blocks to the south at 38<sup>th</sup> Street and Central Avenue. Another Transit route is 4 blocks north at 38<sup>th</sup> Street North and 7<sup>th</sup> Avenue North. Both are east/west routes.

**Traffic control:** The intersection of 38<sup>th</sup> Street North and 2<sup>nd</sup> Avenue North is controlled by a signal. Westbound traffic has a left turn bay. North/south traffic has no separate turn facility. Pedestrian crossings are striped.

**Existing traffic volumes:** Peak-hour traffic volumes have been collected on adjacent streets as part of a Traffic Impact Study (TIS) prepared by KLJ Engineering, and are shown in Table 1.

*Table 1 – Existing 2022 Traffic Volumes*

| Intersection                                | Peak | Traffic Control | NB Approach |     |    | SB Approach |     |    | EB Approach |     |    | WB Approach |     |     |
|---|------|-----------------|-------------|-----|----|-------------|-----|----|-------------|-----|----|-------------|-----|-----|
|   |      |                 | L           | T   | R  | L           | T   | R  | L           | T   | R  | L           | T   | R   |
| 38 <sup>th</sup> St N & 3 <sup>rd</sup> Ave | AM   | SSS             | 1           | 261 | -  | -           | 320 | 3  | 4           | -   | 3  | -           | -   | -   |
|   | PM   |                 | 5           | 356 | -  | -           | 362 | 2  | 5           | -   | 2  | -           | -   | -   |
| 38 <sup>th</sup> St N & 2 <sup>nd</sup> Ave | AM   | Signalized      | 45          | 171 | 50 | 86          | 195 | 42 | 8           | 235 | 79 | 35          | 284 | 83  |
|   | PM   |                 | 75          | 246 | 49 | 82          | 235 | 47 | 10          | 193 | 88 | 63          | 312 | 105 |
| 38 <sup>th</sup> St N & Central Ave         | AM   | AWSC            | 37          | 199 | 57 | 55          | 238 | 16 | 25          | 199 | 36 | 39          | 144 | 42  |
|   | PM   |                 | 14          | 310 | 46 | 15          | 330 | 41 | 31          | 68  | 82 | 14          | 39  | 29  |
| Access on 2nd Ave                           | AM   | SSS             | -           | -   | -  | -           | -   | -  | -           | 371 | -  | -           | 402 | -   |
|   | PM   |                 | -           | -   | -  | -           | -   | -  | -           | 324 | -  | -           | 480 | -   |

NB – Northbound; SB – Southbound; EB – Eastbound; WB – Westbound; L – Left; T – Through; R – Right; SSS – Side Street Stop; AWSC – All Way Stop Control

Assuming full build-out in 2027, the projected volumes are shown in Table 2.

*Table 2 – Projected 2027 Background Traffic Volumes*

| Intersection                                | Peak | Traffic Control | NB Approach |     |    | SB Approach |     |    | EB Approach |     |    | WB Approach |     |     |
|---|------|-----------------|-------------|-----|----|-------------|-----|----|-------------|-----|----|-------------|-----|-----|
|   |      |                 | L           | T   | R  | L           | T   | R  | L           | T   | R  | L           | T   | R   |
| 38 <sup>th</sup> St N & 3 <sup>rd</sup> Ave | AM   | SSS             | 1           | 274 | -  | -           | 336 | 3  | 4           | -   | 3  | -           | -   | -   |
|   | PM   |                 | 5           | 374 | -  | -           | 380 | 2  | 5           | -   | 2  | -           | -   | -   |
| 38 <sup>th</sup> St N & 2 <sup>nd</sup> Ave | AM   | Signalized      | 47          | 180 | 53 | 90          | 205 | 44 | 8           | 247 | 83 | 37          | 298 | 87  |
|   | PM   |                 | 79          | 259 | 51 | 86          | 247 | 49 | 11          | 203 | 92 | 66          | 328 | 110 |
| 38 <sup>th</sup> St N & Central Ave         | AM   | AWSC            | 39          | 209 | 60 | 58          | 250 | 17 | 26          | 209 | 38 | 41          | 151 | 44  |
|   | PM   |                 | 15          | 326 | 48 | 16          | 347 | 43 | 33          | 71  | 86 | 15          | 41  | 30  |
| Access on 2nd Ave                           | AM   | SSS             | -           | -   | -  | -           | -   | -  | -           | 390 | -  | -           | 423 | -   |
|   | PM   |                 | -           | -   | -  | -           | -   | -  | -           | 341 | -  | -           | 504 | -   |

NB – Northbound; SB – Southbound; EB – Eastbound; WB – Westbound; L – Left; T – Through; R – Right; SSS – Side Street Stop; AWSC – All Way Stop Control

**Proposed site access:**

1. **Driveways:** The development is proposed for access via two new approaches. One approach is proposed opposite an existing east-bound left turn bay on 2<sup>nd</sup> Avenue North, approximately mid-way along the property. The second access is proposed on 38<sup>th</sup> Street North, aligning with the current intersection at 3<sup>rd</sup> Avenue North. Both accesses would be constructed with Phase I.
2. **Connection to adjacent streets/alleys:** Eastern connection to 3<sup>rd</sup> Avenue North and 3<sup>rd</sup> Alley North would be prohibited. Northern connection to 40<sup>th</sup> Street North and 4<sup>th</sup> Alley North would be prohibited.
3. **Pedestrian access:** New sidewalk along 2<sup>nd</sup> Avenue North would be constructed during adjacent property development, connecting to a complete system of internal sidewalks. Sidewalks on 38<sup>th</sup> Street North would receive pedestrian connection from the site, in conjunction with development of Phase I.

**Trip Generation:**

Based upon studies done on other, similar developments, the TIS projected the following trips at full build-out:

*Table 3 - Proposed Development Trip Generation*

| Facility Type | Variable      | #   | ITE Land Use | In (AM) | Out (AM) | In (PM) | Out (PM) | In (Daily) | Out (Daily) |
|---------------|---------------|-----|--------------|---------|----------|---------|----------|------------|-------------|
| Apartment     | Dwelling Unit | 432 | 220          | 49      | 154      | 152     | 94       | 1456       | 1456        |
|               |               |     |              | 203     |          | 246     |          | 2,912      |             |

**Projected Intersection Impact:**

Based upon projected traffic growth generated by the development and trip distribution shown in Table 4, the TIS projected future intersection volumes (peak hour) shown in Table 5.

*Table 4 - Projected Trip Distribution*

| Intersection                                | Peak | Traffic Control | NB Approach |    |    | SB Approach |    |    | EB Approach |    |   | WB Approach |    |    |
|---|------|-----------------|-------------|----|----|-------------|----|----|-------------|----|---|-------------|----|----|
|   |      |                 | L           | T  | R  | L           | T  | R  | L           | T  | R | L           | T  | R  |
| 38 <sup>th</sup> St N & 3 <sup>rd</sup> Ave | AM   | SSS             |             | 20 | 11 | 9           | 4  |    |             |    |   | 31          |    | 15 |
|   | PM   |                 |             | 12 | 35 | 29          | 12 |    |             |    |   | 19          |    | 9  |
| 38 <sup>th</sup> St N & 2 <sup>nd</sup> Ave | AM   | Signalized      |             | 7  | 2  | 13          | 9  | 12 | 0           | 9  |   | 23          | 26 | 23 |
|   | PM   |                 |             | 23 | 6  | 18          | 6  | 8  | 2           | 29 |   | 14          | 16 | 23 |
| 38 <sup>th</sup> St N & Central Ave         | AM   | AWSC            |             | 7  |    | 3           | 26 | 3  | 1           |    |   |             |    | 1  |
|   | PM   |                 |             | 23 |    | 2           | 16 | 2  | 3           |    |   |             |    | 3  |
| Access on 2nd Ave                           | AM   | SSS             | -           | -  | -  | 39          | -  | 69 | 15          | 9  | - | -           | 3  | 13 |
|   | PM   |                 | -           | -  | -  | 24          | -  | 42 | 47          | 6  | - | -           | 11 | 41 |

NB – Northbound; SB – Southbound; EB – Eastbound; WB – Westbound; L – Left; T – Through; R – Right; SSS – Side Street Stop; AWSC – All Way Stop Control  
 Green – Incoming; Red – Outgoing; Blue – Incoming and Outgoing

*Table 5 - Projected 2027 Build Volumes*

| Intersection                                | Peak | Traffic Control | NB Approach |     |    | SB Approach |     |    | EB Approach |     |    | WB Approach |     |     |
|---|------|-----------------|-------------|-----|----|-------------|-----|----|-------------|-----|----|-------------|-----|-----|
|   |      |                 | L           | T   | R  | L           | T   | R  | L           | T   | R  | L           | T   | R   |
| 38 <sup>th</sup> St N & 3 <sup>rd</sup> Ave | AM   | SSS             | 1           | 294 | 11 | 9           | 340 | 3  | 4           | 0   | 3  | 31          | 0   | 15  |
|   | PM   |                 | 5           | 386 | 35 | 29          | 392 | 2  | 5           | 0   | 2  | 19          | 0   | 9   |
| 38 <sup>th</sup> St N & 2 <sup>nd</sup> Ave | AM   | Signalized      | 47          | 187 | 55 | 103         | 214 | 56 | 8           | 256 | 83 | 60          | 324 | 110 |
|   | PM   |                 | 79          | 282 | 57 | 104         | 253 | 57 | 13          | 232 | 92 | 80          | 344 | 133 |
| 38 <sup>th</sup> St N & Central Ave         | AM   | AWSC            | 39          | 216 | 60 | 61          | 276 | 20 | 27          | 209 | 38 | 41          | 151 | 45  |
|   | PM   |                 | 15          | 349 | 48 | 18          | 363 | 45 | 36          | 71  | 86 | 15          | 41  | 33  |
| Access on 2nd Ave                           | AM   | SSS             | -           | -   | -  | 39          | -   | 69 | 15          | 399 | -  | -           | 426 | 13  |
|   | PM   |                 | -           | -   | -  | 24          | -   | 42 | 47          | 347 | -  | -           | 515 | 41  |

NB – Northbound; SB – Southbound; EB – Eastbound; WB – Westbound; L – Left; T – Through; R – Right; SSS – Side Street Stop; AWSC – All Way Stop Control

The projected volumes were anticipated to decrease the Level of Service for some movements, and also put the intersection of 2<sup>nd</sup> Avenue North and 38<sup>th</sup> Street North above the recommended volume threshold for installation of dedicated left turn lanes. The projected future Level of Service is shown in Table 7 from the TIS.

Table 7 - Traffic Operation Results 2027

| Intersection            | Scenario | Level of Service (AM Peak) |    |    |    |     | Level of Service (PM Peak) |    |    |    |     |
|-------------------------|----------|----------------------------|----|----|----|-----|----------------------------|----|----|----|-----|
|                         |          | EB                         | WB | NB | SB | Int | EB                         | WB | NB | SB | Int |
| 3rd Ave N & 38th St N   | No-Build | B                          | -  | A  | A  | B   | B                          | -  | A  | A  | B   |
|                         | Build    | B                          | B  | A  | A  | B   | C↓                         | C  | A  | A  | B   |
| 2nd Ave N & 38th St N   | No-Build | B                          | C  | A  | A  | B   | B                          | C  | B  | B  | B   |
|                         | Build    | B                          | C  | A  | B↓ | B   | B                          | C  | B  | B  | B   |
| Central Ave & 38th St N | No-Build | C                          | C  | D  | D  | C   | B                          | B  | C  | C  | C   |
|                         | Build    | D↓                         | C  | D  | E↓ | D↓  | B                          | B  | C  | C  | C   |
| 2nd Ave Driveway        | No-Build | A                          | A  | -  | -  | NA  | A                          | A  | -  | -  | NA  |
|                         | Build    | A                          | A  | -  | B  | B   | A                          | A  | -  | B  | B   |

NB – Northbound; SB – Southbound; EB – Eastbound; WB – Westbound; Int - Intersection

**Conclusions/Recommendations:**

- 38<sup>th</sup> Street and Central Avenue: The functionality of Central Avenue and 38<sup>th</sup> Street North has been identified by the City as an area of concern, who has been monitoring the intersection. However, no modification has been targeted at this time. The City will continue to monitor the intersection, and may consider future modifications. Anecdotally, the intersection only experiences notable delays when the nearby schools let out, and major modification such as a roundabout or signal may not be beneficial to the overall (throughout the day) operation of the intersection. Therefore, no contribution by the development to this off-site location is recommended by staff.
- 38<sup>th</sup> Street North/2<sup>nd</sup> Avenue North: The intersection of 38<sup>th</sup> Street North and 2nd Avenue North is single-lane, north and southbound, and left turning vehicles waiting for a gap greatly reduce the ability of the traffic queue to clear the intersection. The increase in left turns caused by the development would raise the number of peak-hour left turns beyond the recommended threshold for a dedicated left turn lane. Therefore, it is recommended that the development provide its proportional share of the cost of installation of dedicated north/south turn lanes.
- Pedestrian access: Sidewalk along 2<sup>nd</sup> Avenue North must be installed at the time of development of the adjacent property. Pedestrian access to 40<sup>th</sup> Street North must also be installed to ensure more direct access to parks and the adjacent neighborhood.
- Prohibited connections: To reduce impact upon the adjoining residential neighborhoods, vehicular connections to 4<sup>th</sup> Alley North, 40<sup>th</sup> Street North, 3<sup>rd</sup> Alley North and 3<sup>rd</sup> Avenue North will be prohibited.
- Loop connection: To ensure safe movements of emergency and service vehicles, a loop connection from the dead-end of 3<sup>rd</sup> Avenue North on the east to 3<sup>rd</sup> Alley North will be constructed on the subject property, dedicated to the public through permanent easement or other method acceptable to the City of Great Falls.
- Cross-Access: A permanent cross-access and shared maintenance agreement between the new Tracts 1 and 2, and connecting to 2<sup>nd</sup> Avenue North, will be filed and recorded.
- Extension of left turn bays: Left turn bays in the median on 2<sup>nd</sup> Avenue North will be extended for additional capacity, if required by the Montana Department of Transportation.

**Site Photos**

Looking north along 38<sup>th</sup> Street North



Looking west along 2<sup>nd</sup> Avenue North



Looking west along alley between subject property and condos to the north



August 8, 2022

Mr. Lonnie Hill  
 City of Great Falls  
 Planning & Community Development Department  
 PO Box 5021  
 Great Falls, MT 59403

RE: Silver Stone Enterprises – Silver Stone Apartments  
 Annexation & Zoning Application – Project Narrative

Dear Mr. Hill,

We are pleased to submit the Silver Stone Apartments application for Annexation & Zoning Map Amendment. The proposed project consists of the construction of twelve (12) separate 36-unit apartment buildings for a total unit count of 432 living units. In addition to the apartment buildings, the project will also include an office/clubhouse building to support the development. Individual apartment buildings will be 3 story buildings (above-ground) and will include basement storage areas.

The subject development site is approximately 16.348 acres and includes a 0.684 acre parcel that is currently annexed into the City of Great Falls with split zoning (C-1 & R-3) as well as a 15.665 acre undeveloped and un-annexed property that currently lies within the Cascade County Commercial zoning district. The property sits along the northern boundary of 2<sup>nd</sup> Avenue North between 38<sup>th</sup> St. N. & 42<sup>nd</sup> St. N. as detailed in the attached vicinity maps.

The proposed project will include a Boundary Line Adjustment survey to relocate the common property boundary to create a 4.574 acre southern parcel with proposed C-1 zoning along with an 11.774 acre northern parcel with proposed R-6 zoning to allow for the development of the proposed apartment complex. The proposed C-1 zoning along the southern property boundary will maintain consistency with the adjacent commercial zoning and allows flexibility for future apartment development or commercial development if deemed financially feasible. The northern property with proposed R-6 zoning is consistent with the adjacent R-6 zoning and allows for the proposed apartment development. The site and development have been extensively discussed with City Planning staff to help ensure all required design criteria are met in the enclosed proposal.

#### Traffic Impacts

As detailed in the attached Traffic Impact Study (TIS) report, the proposed development is expected to generate approximately 1,971 vehicular trips per day with peak AM and peak PM trips of 138 and 177 trips respectively. The addition of the vehicular trips detailed above will have impacts to the existing intersections at 3<sup>rd</sup> Ave. N./38<sup>th</sup> St. N., 2<sup>nd</sup> Ave. N./38<sup>th</sup> St. N., and Central Ave./38<sup>th</sup> St. N. As detailed within the report, the anticipated traffic generation from the development will impact existing Level of Service for various turning movements; however, the overall intersections will continue to operate at acceptable levels following development.

The Central Avenue/38<sup>th</sup> St. N. intersection will likely require traffic mitigating features to alleviate LOS concerns at the intersection; however, these traffic concerns exist prior to the



development of the apartment complex. Refer to the attached TIS report for additional information.

Compliance with Stormwater Regulations

The proposed apartment complex will be required to comply with City of Great Falls storm drainage regulations associated with water quality and water quantity. As detailed within the attached preliminary storm drainage calculations, storm drainage improvements associated with the development will include approximately 20,000 cubic feet of retention storage (water quality requirements) and will include additional detention storage in order to comply with the City’s discharge standards. It is anticipated that the required retention and detention storage will be located within the NW corner of the development as shown in the attached exhibits where collected runoff will be treated and detained prior to discharge into the existing City of Great Falls storm drainage infrastructure adjacent to the development. It is anticipated that additional stormwater storage and treatment will be provided within landscaped areas throughout the development and a new underground piping system will be utilized to convey collected storm water to the new pond structure(s). Please refer to the preliminary infrastructure plans for additional information.

Conceptual Public Infrastructure Plans

As detailed within the attached preliminary infrastructure plans, a new water main will be extended through the property to connect to existing City of Great Falls infrastructure at three (3) separate locations to provide water service to each of the new buildings along with hydrant coverage throughout the development. The proposed water main looping will provide adequate hydraulic capacity for the development, will provide additional reliability within the City’s existing system, and will eliminate an existing dead end water main on 3<sup>rd</sup> Ave. North. Additionally, existing hydrant flow information provided by the CoGF shows adequate hydraulic capacity to serve the proposed development.

Existing sewer mains will be extended as shown on the preliminary plans to provide sewer service connections for the internal buildings (buildings 7-12 & Clubhouse) while buildings along the northern property boundary (buildings 1-6) will be directly connected to existing gravity sewer mains within the City alley. Preliminary wastewater generation and water demand estimates are included below.

New water and sewer mains will be located within dedicated utility easements as required by the City of Great Falls and as shown within the preliminary BLA survey.

Anticipated Water Demand/Wastewater Generation Calculations

| <b>Wastewater Generation</b>                           |             |
|--|-------------|
| Domestic WW Generation                                 | 108,000 gpd |
| Average Flow Rate                                      | 75 gpm      |
| Peak Hourly Flow Rate                                  | 284 gpm     |
| <b>Water Demand</b>                                    |             |
| Total Water Demand (includes summer irrigation demand) | 144,000 gpd |
| Average Domestic Flow Rate                             | 75 gpm      |
| Peak Hourly Domestic                                   | 284 gpm     |
| Irrigation Demand                                      | 50 gpm      |
| Hydrant Flow Rate                                      | 1,500 gpm   |

### Preliminary Soils/Geotechnical Information

A new geotechnical report is currently being drafted for the proposed development; however, a preliminary report was written for Neighborworks Great Falls (NWGF) by TD&H Engineering in 2013 that is attached for reference.

As detailed in the draft NWGF report, the site generally consists of surficial native clays and sands overlying weathered sandstone which was encountered at depths ranging from 7-12 feet throughout the site. The proposed apartment complex which utilizes basements will effectively remove the expansive clay materials and will allow the buildings to bear on the native sandstones. It does not appear as though groundwater was encountered within the original borings and it is not anticipated that groundwater will impact the proposed construction of the apartments or public utilities.

### Summary

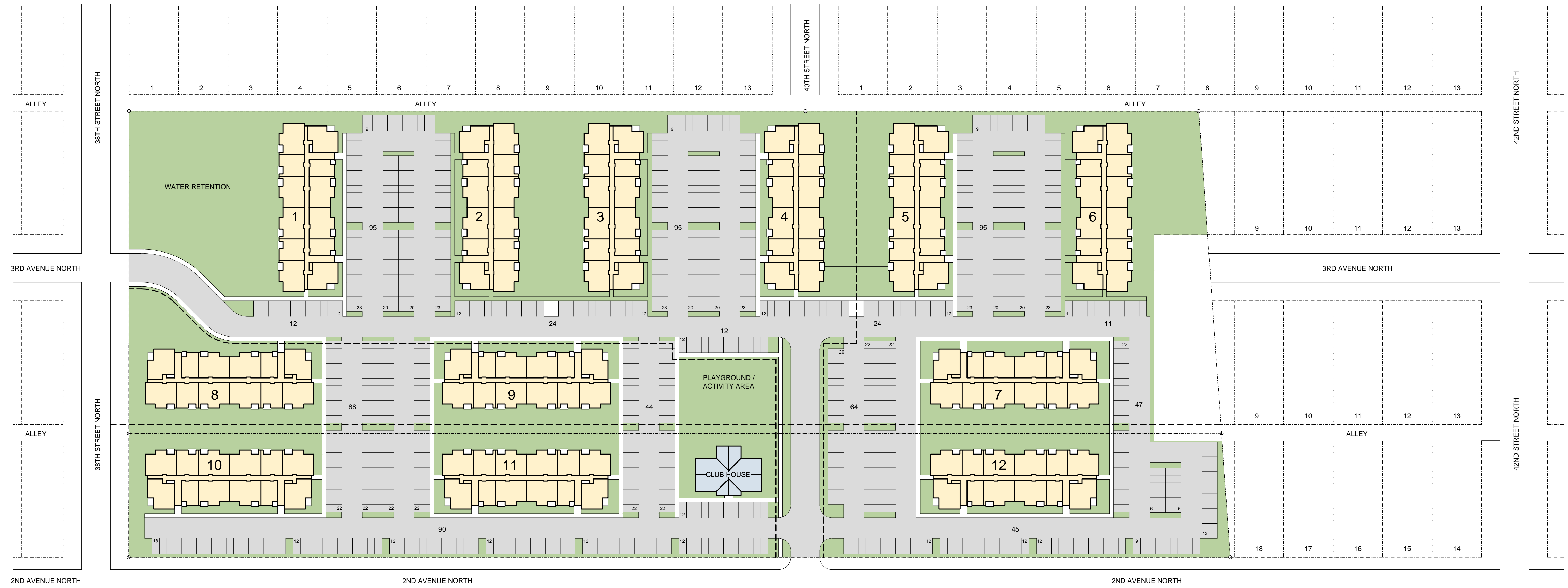
The proposed site layout provides ample landscaping throughout the parcel to ensure an attractive development which meets the City's landscaping codes and the new construction will include the installation of sidewalks along 2<sup>nd</sup> Ave. North adjacent to MDT R/W. Pedestrian access will be enhanced throughout the project area as well as within the development to allow for ADA access throughout the area. Onsite parking lot and building lighting will be downward facing to help minimize offsite impacts and will be designed to meet CoGF standards.

Included with this application are an existing site plan, proposed site plan, preliminary infrastructure plans, architectural site plan, building elevations, preliminary geotechnical analysis; preliminary stormwater, water demand, and wastewater generation calculations; and Traffic Impact Study for your review. Please feel free to call me or our representatives at Big Sky Civil & Environmental with any questions or comments you may have related to this submittal. Thank you for your continued cooperation on this project.

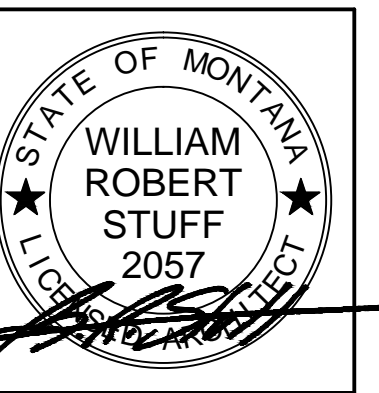
Sincerely,



Trace Timmer  
Silver Stone Enterprises



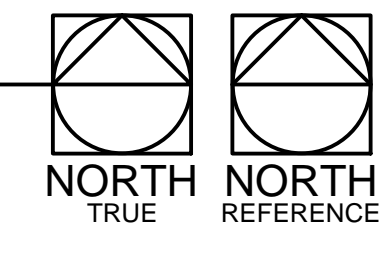
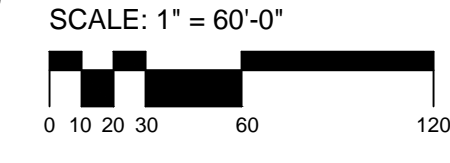
**FUSION | architecture + design**  
 1922 Cherry Drive  
 P. 406 | 315-3618  
 Great Falls, Montana 59404  
 E-Mail: bill@fusion-and.com



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**SILVERSTONE APARTMENTS**  
**GREAT FALLS, MONTANA**

**OVERALL SITE PLAN - PHASE ONE, TWO, & THREE**



| BUILDING UNIT SUMMARY      |               |               |               |               |               |               |               |               |               |               |               |               |                |
|----------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| DESCRIPTION                | BUILDING #1   | BUILDING #2   | BUILDING #3   | BUILDING #4   | BUILDING #5   | BUILDING #6   | BUILDING #7   | BUILDING #8   | BUILDING #9   | BUILDING #10  | BUILDING #11  | BUILDING #12  | TOTAL          |
| STUDIO                     | 6             | 6             | 6             | 6             | 6             | 6             | 6             | 6             | 6             | 6             | 6             | 6             | 72             |
| 1 BEDROOM                  | 6             | 6             | 6             | 6             | 6             | 6             | 6             | 6             | 6             | 6             | 6             | 6             | 72             |
| 2 BEDROOM                  | 18            | 18            | 18            | 18            | 18            | 18            | 18            | 18            | 18            | 18            | 18            | 18            | 216            |
| 2 BEDROOM (CORNER)         | 6             | 6             | 6             | 6             | 6             | 6             | 6             | 6             | 6             | 6             | 6             | 6             | 72             |
| <b>TOTAL UNITS</b>         | <b>36</b>     | <b>36</b>     | <b>36</b>     | <b>36</b>     | <b>36</b>     | <b>36</b>     | <b>36</b>     | <b>36</b>     | <b>36</b>     | <b>36</b>     | <b>36</b>     | <b>36</b>     | <b>432</b>     |
| APARTMENT AREA - SF        | 37,956        | 37,956        | 37,956        | 37,956        | 37,956        | 37,956        | 37,956        | 37,956        | 37,956        | 37,956        | 37,956        | 37,956        | 455,472        |
| BASEMENT AREA - SF         | 12,652        | 12,652        | 12,652        | 12,652        | 12,652        | 12,652        | 12,652        | 12,652        | 12,652        | 12,652        | 12,652        | 12,652        | 151,824        |
| <b>TOTAL BUILDING AREA</b> | <b>50,608</b> | <b>50,608</b> | <b>50,608</b> | <b>50,608</b> | <b>50,608</b> | <b>50,608</b> | <b>50,608</b> | <b>50,608</b> | <b>50,608</b> | <b>50,608</b> | <b>50,608</b> | <b>50,608</b> | <b>607,296</b> |
| ACTUAL PARKING             | 62.5          | 62.5          | 62.5          | 62.5          | 62            | 62            | 62            | 62            | 62            | 62            | 62            | 62            | 746            |

| PARKING CALCULATION  |            |               |                |
|----------------------|------------|---------------|----------------|
| UNIT TYPE            | # OF UNITS | RATIO         | PARKING STALLS |
| STUDIO               | 72         | 1 PER UNIT    | 72             |
| 1 BEDROOM            | 72         | 1.35 PER UNIT | 98             |
| 2 BEDROOM            | 216        | 2 PER UNIT    | 432            |
| 2 BEDROOM (CORNER)   | 72         | 2 PER UNIT    | 144            |
| <b>TOTAL PARKING</b> |            |               | <b>746</b>     |

| LEGEND |                             |
|--------|-----------------------------|
|        | ASPHALT PAVING              |
|        | LANDSCAPE - INSIDE PROPERTY |
|        | LANDSCAPE - R.O.W.          |

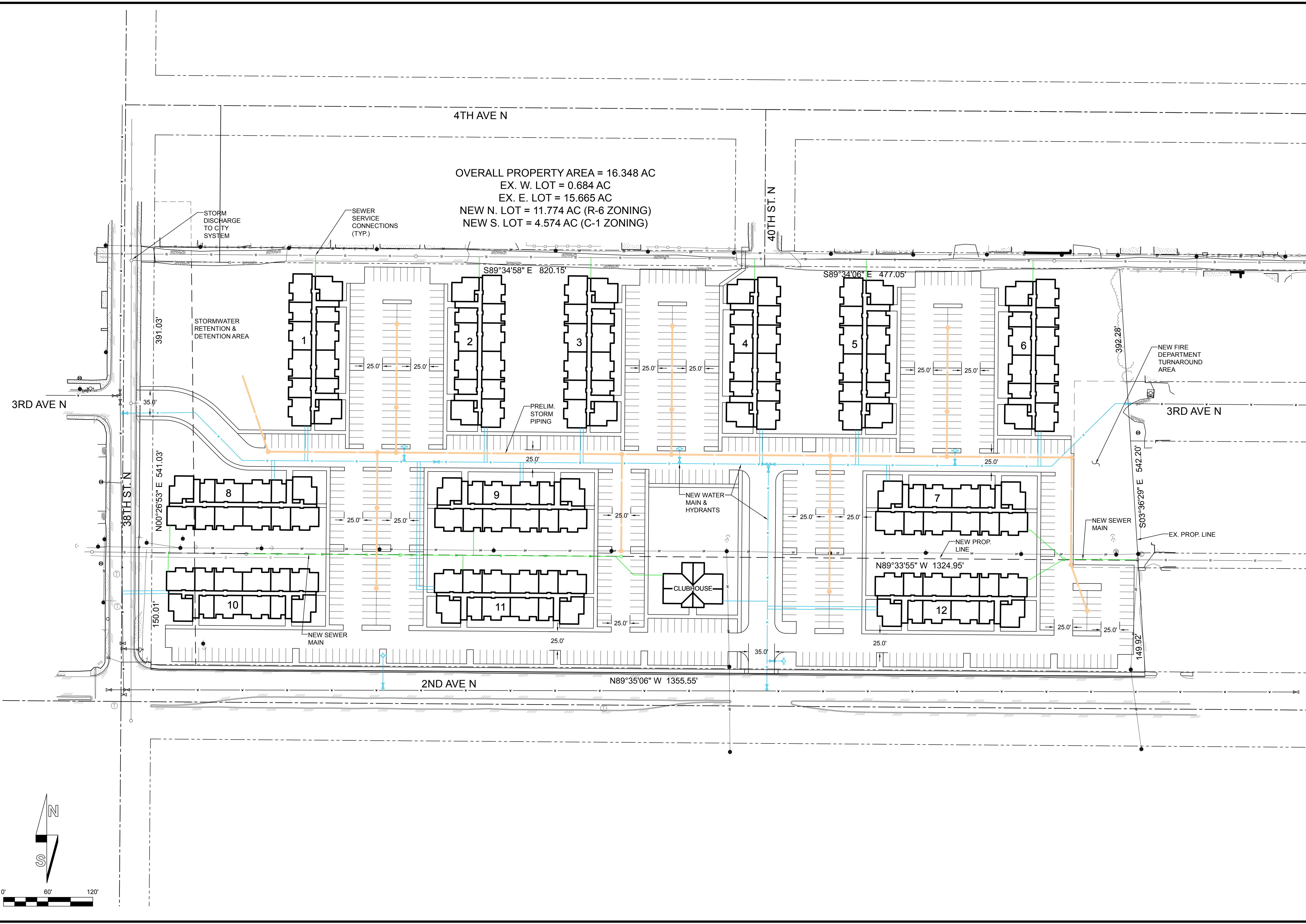
- GENERAL NOTES**
- ACTUAL FINISHED FLOOR OF PROPOSED BUILDING TO BE 100.0'
  - SEE CIVIL DRAWINGS FOR INFORMATION RELATING TO SITE DEVELOPMENT, SITE GRADING, SITE UTILITIES, ASPHALT PAVING, CONCRETE CURBS & APRONS, CONCRETE DRIVES, AND CONCRETE SIDEWALKS, ETC.
  - SEE MECHANICAL & ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION
  - ALL CONCRETE CURB-CUTS, CURBS & APRONS, SIDEWALKS, AND DRIVES TO MEET THE MDT & CITY OF GREAT FALLS BUILDING STANDARDS.
  - ALL FINAL PARKING LOT STRIPPING TO BE COORDINATED WITH OWNER PRIOR TO APPLICATION.
  - SEE CIVIL & STRUCTURAL DRAWINGS & SPECIFICATIONS FOR CONTROL JOINT & EXPANSION JOINT LOCATIONS IN NEW CONCRETE SITE ELEMENTS.

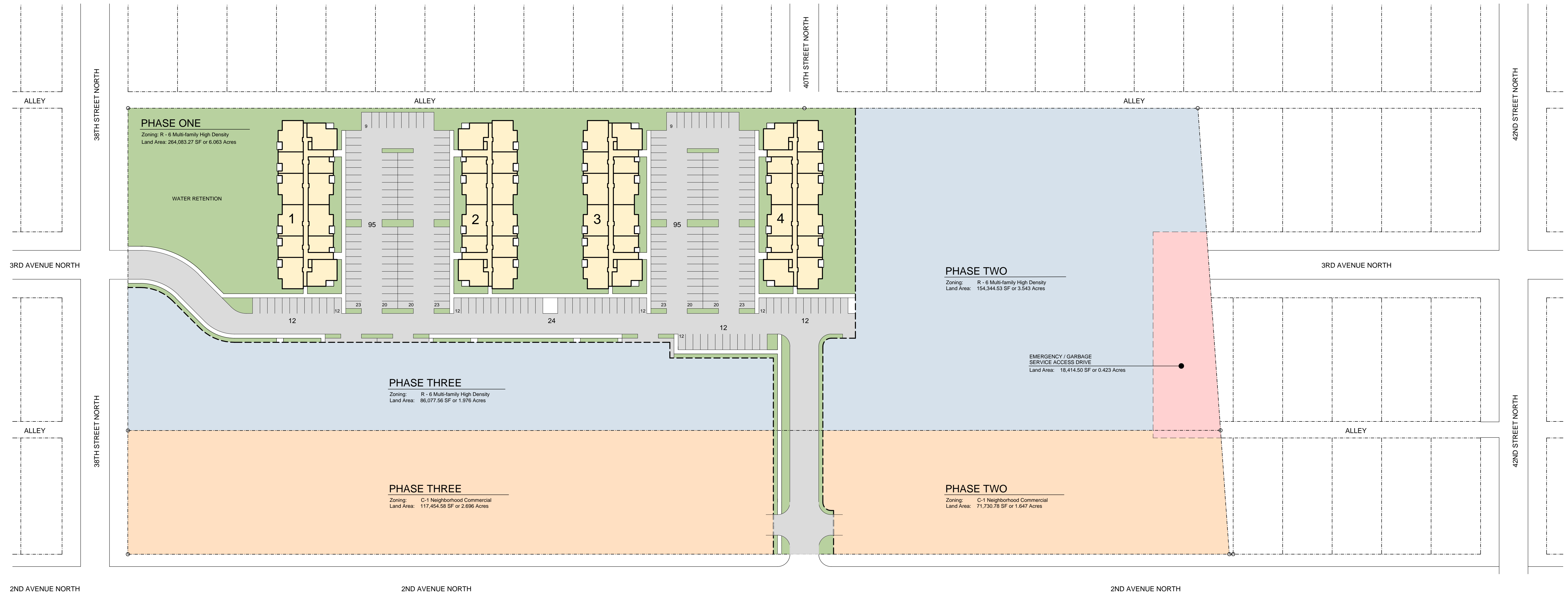
| ZONING REQUIREMENTS       |   |   |                                |          |        |                     |     |     |                    |     |     |                    |     |     |                    |     |     |  |
|---------------------------|---|---|--------------------------------|----------|--------|---------------------|-----|-----|--------------------|-----|-----|--------------------|-----|-----|--------------------|-----|-----|--|
| <b>LEGAL DESCRIPTION:</b> | <b>LOT ACREAGE:</b>   | <b>SETBACKS:</b>  | <b>LANDSCAPE REQUIREMENTS:</b> |          |        |                     |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| TO BE DETERMINED          | TOTAL PROPERTY: 16.348 ACRES or 712,119 SF  | <table border="1"> <thead> <tr> <th></th> <th>REQUIRED</th> <th>ACTUAL</th> </tr> </thead> <tbody> <tr> <td>FRONT YARD SETBACK:</td> <td>???</td> <td>???</td> </tr> <tr> <td>SIDE YARD SETBACK:</td> <td>???</td> <td>???</td> </tr> <tr> <td>REAR YARD SETBACK:</td> <td>???</td> <td>???</td> </tr> <tr> <td>SIDE YARD SETBACK:</td> <td>???</td> <td>???</td> </tr> </tbody> </table> |                                | REQUIRED | ACTUAL | FRONT YARD SETBACK: | ??? | ??? | SIDE YARD SETBACK: | ??? | ??? | REAR YARD SETBACK: | ??? | ??? | SIDE YARD SETBACK: | ??? | ??? | <b>REQUIRED:</b><br>15% (0.15) OF TOTAL LOT AREA<br>REQUIRED: 684,066 SF x 0.15 = 102,610 SF<br><br><b>PROVIDED:</b><br>TOTAL LANDSCAPE AREA: 228,367 SF<br>228,367 SF DIVIDED BY 712,119 = 0.321 OR 32.1% |
|                           | REQUIRED  | ACTUAL  |                                |          |        |                     |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| FRONT YARD SETBACK:       | ???   | ???   |                                |          |        |                     |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| SIDE YARD SETBACK:        | ???   | ???   |                                |          |        |                     |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| REAR YARD SETBACK:        | ???   | ???   |                                |          |        |                     |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| SIDE YARD SETBACK:        | ???   | ???   |                                |          |        |                     |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| <b>PROPERTY ADDRESS:</b>  | <b>ZONING &amp; LAND USE:</b>   | <b>BUILDING COVERAGE:.</b>  |                                |          |        |                     |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| TO BE DETERMINED          | R-6 MULTI-FAMILY HIGH DENSITY 11.774 ACRES or 712,119 SF<br>C-1 NEIGHBORHOOD COMMERCIAL 4.574 ACRES or 199,243 SF | APARTMENT BUILDINGS (FOOTPRINTS - 12 BUILDINGS) 151,824 SF<br>OFFICE / CLUBHOUSE / MAINTENANCE BUILDING 4,800 SF<br>TOTAL FOOTPRINTS 156,624 SF<br><br>152,064 SF DIVIDED BY 712,119 SF = 0.214 or 21.4%  |                                |          |        |                     |     |     |                    |     |     |                    |     |     |                    |     |     |  |

| Project Info. |                |
|---------------|----------------|
| Project No.   | 22FAD03        |
| Date          | August 6, 2022 |
| Revisions     |                |
| Drawn By      | WRS            |

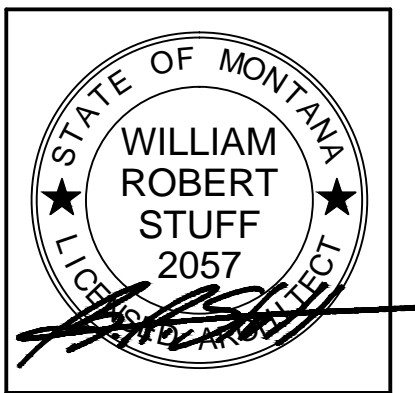
**Sheet Title**  
 overall site plan

**Sheet Number**  
 A1.00





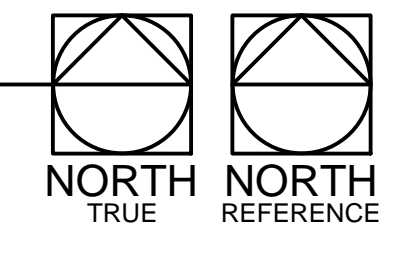
**FUSION | architecture + design**  
 1922 Cherry Drive  
 P. 406 | 315-3618  
 Great Falls, Montana 59404  
 E-Mail: bill@fusion-and.com



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**SILVERSTONE APARTMENTS**  
**GREAT FALLS, MONTANA**

**PHASE ONE - SITE PLAN**  
 SCALE: 1" = 60'-0"  
 0 10 20 30 60 120



| DESCRIPTION         | BUILDING #1 | BUILDING #2 | BUILDING #3 | BUILDING #4 | BUILDING #5 | BUILDING #6 | BUILDING #7 | BUILDING #8 | BUILDING #9 | BUILDING #10 | BUILDING #11 | BUILDING #12 | TOTAL   |
|---------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|---------|
| STUDIO              | 6           | 6           | 6           | 6           | ---         | ---         | ---         | ---         | ---         | ---          | ---          | ---          | 24      |
| 1 BEDROOM           | 6           | 6           | 6           | 6           | ---         | ---         | ---         | ---         | ---         | ---          | ---          | ---          | 24      |
| 2 BEDROOM           | 18          | 18          | 18          | 18          | ---         | ---         | ---         | ---         | ---         | ---          | ---          | ---          | 72      |
| 2 BEDROOM (CORNER)  | 6           | 6           | 6           | 6           | ---         | ---         | ---         | ---         | ---         | ---          | ---          | ---          | 24      |
| TOTAL UNITS         | 36          | 36          | 36          | 36          | ---         | ---         | ---         | ---         | ---         | ---          | ---          | ---          | 144     |
| APARTMENT AREA - SF | 37,956      | 37,956      | 37,956      | 37,956      | ---         | ---         | ---         | ---         | ---         | ---          | ---          | ---          | 455,472 |
| BASEMENT AREA - SF  | 12,652      | 12,652      | 12,652      | 12,652      | ---         | ---         | ---         | ---         | ---         | ---          | ---          | ---          | 151,824 |
| TOTAL BUILDING AREA | 50,608      | 50,608      | 50,608      | 50,608      | ---         | ---         | ---         | ---         | ---         | ---          | ---          | ---          | 202,432 |
| ACTUAL PARKING      | 62.5        | 62.5        | 62.5        | 62.5        | ---         | ---         | ---         | ---         | ---         | ---          | ---          | ---          | 250     |

| UNIT TYPE            | # OF UNITS | RATIO         | PARKING STALLS |
|----------------------|------------|---------------|----------------|
| STUDIO               | 72         | 1 PER UNIT    | 72             |
| 1 BEDROOM            | 72         | 1.35 PER UNIT | 98             |
| 2 BEDROOM            | 216        | 2 PER UNIT    | 432            |
| 2 BEDROOM (CORNER)   | 72         | 2 PER UNIT    | 144            |
| <b>TOTAL PARKING</b> |            |               | <b>746</b>     |

|  |                                    |
|--|------------------------------------|
|  | ASPHALT PAVING                     |
|  | LANDSCAPE - INSIDE PROPERTY        |
|  | LANDSCAPE - R.O.W.                 |
|  | R-6 MULTI-FAMILY HIGH DENSITY      |
|  | C-1 NEIGHBORHOOD COMMERCIAL        |
|  | EMERGENCY / GARBAGE SERVICE ACCESS |

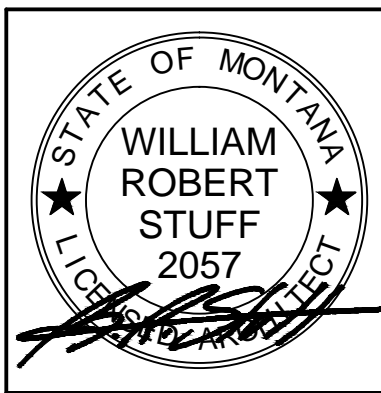
| LEGAL DESCRIPTION:                 | LOT ACREAGE:  | SETBACKS:   | LANDSCAPE REQUIREMENTS: |          |        |                     |     |     |                    |     |     |                    |     |     |                    |     |     |   |
|------------------------------------|---|---|-------------------------|----------|--------|---------------------|-----|-----|--------------------|-----|-----|--------------------|-----|-----|--------------------|-----|-----|---|
| TO BE DETERMINED                   | TOTAL PROPERTY: 16.348 ACRES or 712,119 SF  | <table border="1"> <thead> <tr> <th></th> <th>REQUIRED</th> <th>ACTUAL</th> </tr> </thead> <tbody> <tr> <td>FRONT YARD SETBACK:</td> <td>???</td> <td>???</td> </tr> <tr> <td>SIDE YARD SETBACK:</td> <td>???</td> <td>???</td> </tr> <tr> <td>REAR YARD SETBACK:</td> <td>???</td> <td>???</td> </tr> <tr> <td>SIDE YARD SETBACK:</td> <td>???</td> <td>???</td> </tr> </tbody> </table> |                         | REQUIRED | ACTUAL | FRONT YARD SETBACK: | ??? | ??? | SIDE YARD SETBACK: | ??? | ??? | REAR YARD SETBACK: | ??? | ??? | SIDE YARD SETBACK: | ??? | ??? | <b>REQUIRED:</b><br>15% (0.15) OF TOTAL LOT AREA<br>REQUIRED: 684,066 SF x 0.15 = 102,610 SF<br><br><b>PROVIDED:</b><br>TOTAL LANDSCAPE AREA: 228,367 SF<br>228,367 SF DIVIDED BY 712,119 SF = 0.321 OR 32.1% |
|                                    | REQUIRED  | ACTUAL  |                         |          |        |                     |     |     |                    |     |     |                    |     |     |                    |     |     |   |
| FRONT YARD SETBACK:                | ???   | ???   |                         |          |        |                     |     |     |                    |     |     |                    |     |     |                    |     |     |   |
| SIDE YARD SETBACK:                 | ???   | ???   |                         |          |        |                     |     |     |                    |     |     |                    |     |     |                    |     |     |   |
| REAR YARD SETBACK:                 | ???   | ???   |                         |          |        |                     |     |     |                    |     |     |                    |     |     |                    |     |     |   |
| SIDE YARD SETBACK:                 | ???   | ???   |                         |          |        |                     |     |     |                    |     |     |                    |     |     |                    |     |     |   |
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|   |
|---|
| 1. ACTUAL FINISHED FLOOR OF PROPOSED BUILDING TO BE 100.0'<br>2. SEE CIVIL DRAWINGS FOR INFORMATION RELATING TO SITE DEVELOPMENT, SITE GRADING, SITE UTILITIES, ASPHALT PAVING, CONCRETE CURBS & APRONS, CONCRETE DRIVES, AND CONCRETE SIDEWALKS, ETC.<br>3. SEE MECHANICAL & ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION<br>4. ALL CONCRETE CURB-CUTS, CURBS & APRONS, SIDEWALKS, AND DRIVES TO MEET THE MDT & CITY OF GREAT FALLS BUILDING STANDARDS.<br>5. ALL FINAL PARKING LOT STRIPPING TO BE COORDINATED WITH OWNER PRIOR TO APPLICATION.<br>6. SEE CIVIL & STRUCTURAL DRAWINGS & SPECIFICATIONS FOR CONTROL JOINT & EXPANSION JOINT LOCATIONS IN NEW CONCRETE SITE ELEMENTS. |
|---|

|             |                |
|-------------|----------------|
| Project No. | 22FAD03        |
| Date        | August 6, 2022 |
| Revisions   |                |
| Drawn By    | WRS            |

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| phase one site plan |
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SILVERSTONE APARTMENTS

GREAT FALLS, MONTANA

| Project Info. |                |
|---------------|----------------|
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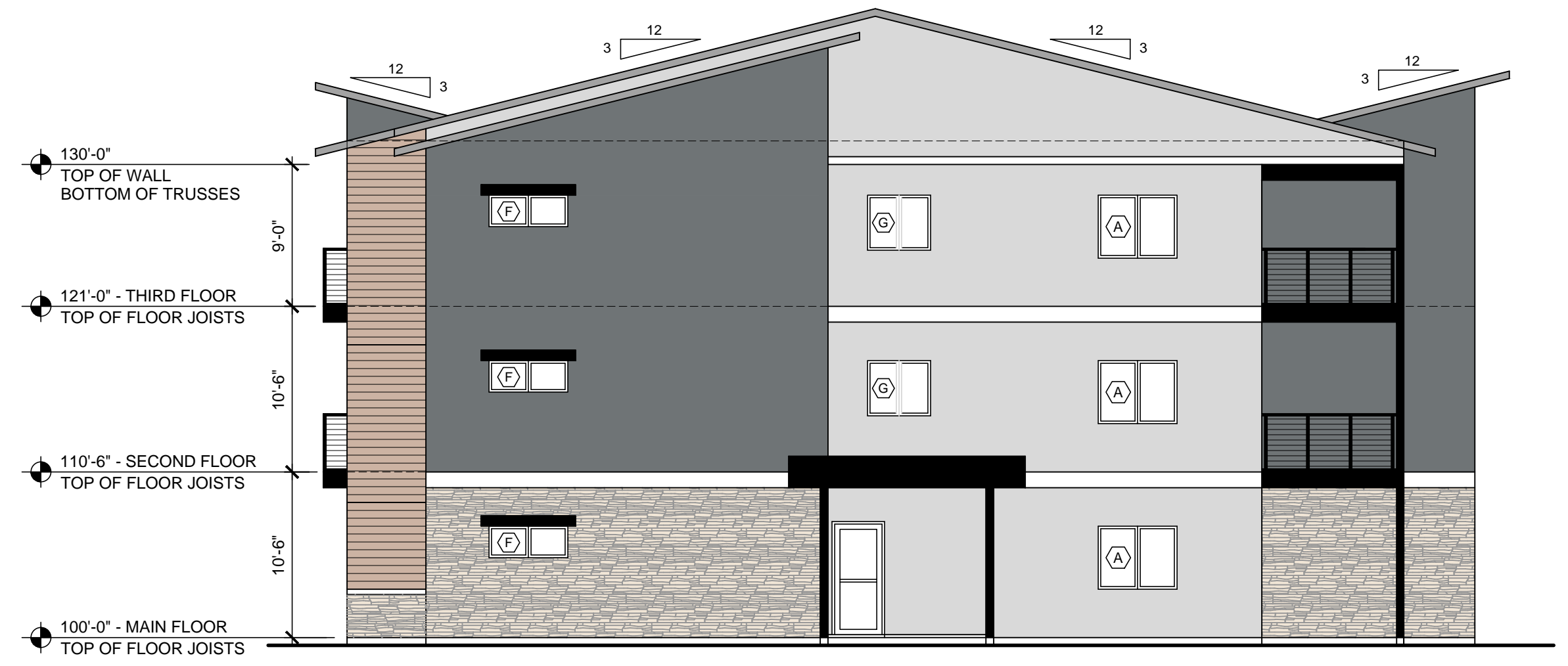
Sheet Title  
exterior elevations

Sheet Number  
A6.00



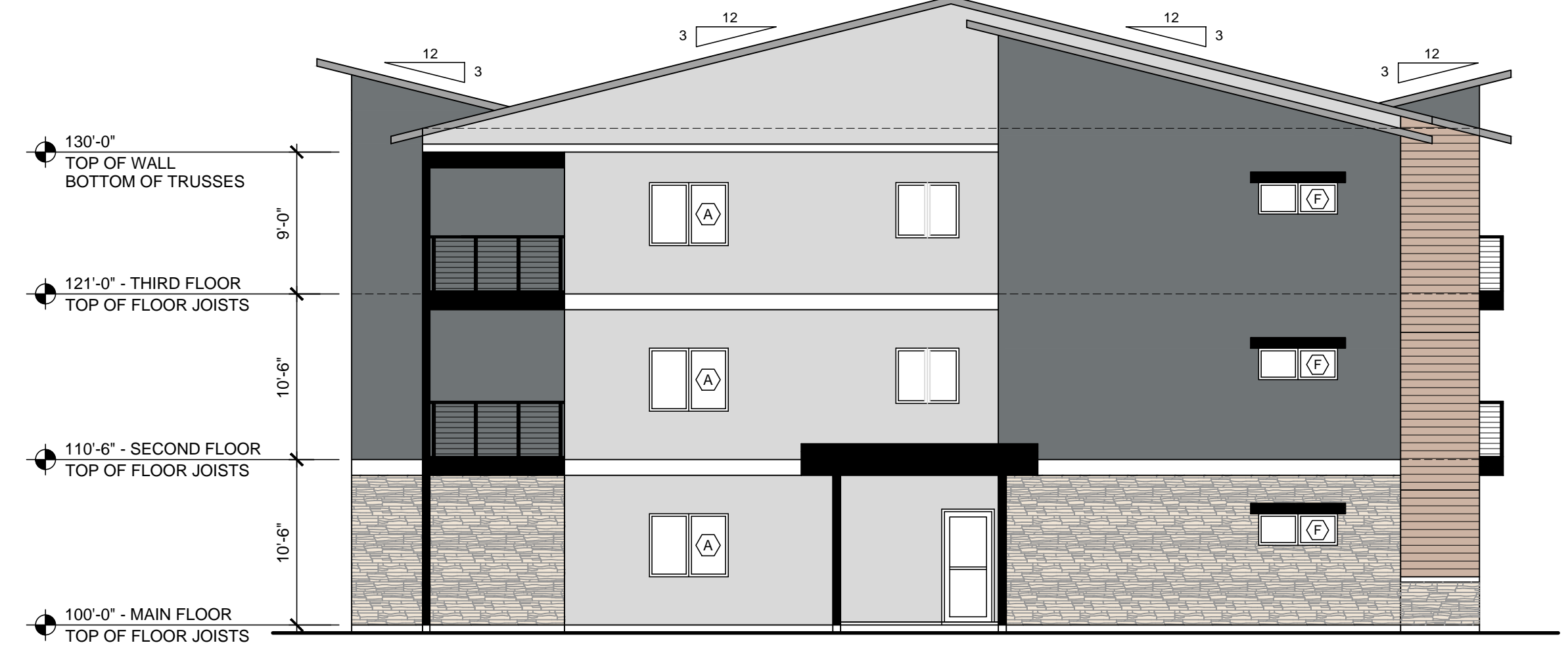
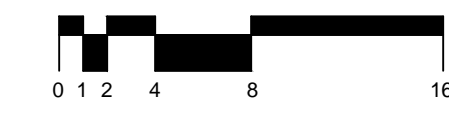
OVERALL EXTERIOR ELEVATION - SOUTH

SCALE: 1/8" = 1'-0"



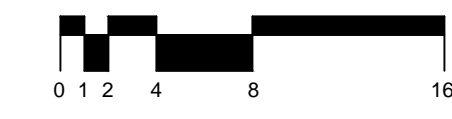
OVERALL EXTERIOR ELEVATION - WEST

SCALE: 1/8" = 1'-0"



OVERALL EXTERIOR ELEVATION - EAST

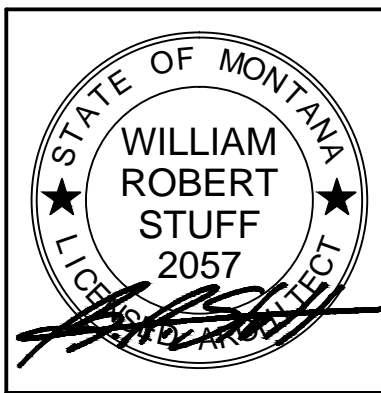
SCALE: 1/8" = 1'-0"



OVERALL EXTERIOR ELEVATION - NORTH

SCALE: 1/8" = 1'-0"





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SILVERSTONE APARTMENTS

GREAT FALLS, MONTANA



**PARTIAL EXTERIOR ELEVATION - SOUTH**  
SCALE: 1/4" = 1'-0"  
0 1 2 4 8

| GENERAL NOTES |   |
|---------------|---|
| 1.            | ACTUAL FINISHED FLOOR LEVEL TO BE 100'-0" OR  |
| 2.            | ALL DIMENSIONS TO FACE OF STUDS UNLESS NOTED OTHERWISE  |
| 3.            | GENERAL CONTRACTOR TO VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO FABRICATION.  |
| 4.            | GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND COORDINATE THE WORK OF ALL TRADES INVOLVED IN THE PROJECT AS PART OF THE CONTRACT.   |
| 5.            | GENERAL CONTRACTOR SHALL VERIFY ALL CONDITIONS AT THE SITE AND REPORT ALL DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.   |
| 6.            | GENERAL CONTRACTOR SHALL PROVIDE A COMPLETE AND PROPER EXECUTION OF THE WORK AS INDICATED ON ALL DRAWINGS. IF ERRORS IN LAYOUT DIMENSIONS OR DETAILS ARE FOUND BETWEEN ARCHITECTURAL, STRUCTURAL, MECHANICAL, OR ELECTRICAL DRAWINGS CONTACT THE ARCHITECT IMMEDIATELY. |
| 7.            | GENERAL CONTRACTOR SHALL HAVE THE RESPONSIBILITY TO COORDINATE WITH THE OWNERS WORK AND/OR SUPPLIED ITEMS THAT ARE "OWNER FURNISHED CONTRACTOR INSTALLED" (O.F.C.I.) OR ARE "NOT IN CONTRACT" (N.I.C.) BUT ARE ATTACHED TO THE CONTRACTOR'S WORK.                       |
| 8.            | ALL LARGE SCALE DRAWINGS & DETAILS GOVERN OR SUPERSEDE ALL SMALLER SCALE DRAWINGS & DETAILS.  |

| EXTERIOR FINISH LEGEND |   |                |   |
|------------------------|---|----------------|---|
| ROOF MATERIALS         |   | WALL MATERIALS |   |
| <b>R1</b>              | PREMANUFACTURED METAL ROOF PANELS<br>FACTORY FINISH<br>STYLE: LOW SLOPE STANDING SEAM ROOF PANEL<br>COLOR: METAL SALES - WEATHERED COPPER (W50)     | <b>CWP1</b>    | COMPOSITE WALL PANELS<br>STYLE: NICHIIA - VINTAGE WOOD<br>COLOR - BARK<br>SIZE: 17 7/8" H x 6'-0" & 10'-0" LENGTHS  |
| <b>R2</b>              | METAL FASCIA & ROOF EDGE FLASHING<br>FACTORY FINISH<br>COLOR: METAL SALES - WEATHERED COPPER (W50)  | <b>CWP2</b>    | COMPOSITE WALL PANELS<br>STYLE: NICHIIA - TUFF BLOCK<br>COLOR - PEWTER<br>SIZE: 17 7/8" H x 6'-0" & 10'-0" LENGTHS  |
| <b>R3</b>              | METAL GUTTER & DOWNSPOUT - PREFINISHED<br>FACTORY FINISH<br>COLOR: METAL SALES - WEATHERED COPPER (W50)<br>SEE ROOF PLAN FOR ADDITIONAL INFORMATION | <b>MP1</b>     | PRE-MANUFACTURED METAL PANEL & TRIM<br>STYLE: T10-D - VERTICAL PLACEMENT<br>COLOR: METAL SALES - WEATHERED COPPER (W50)                                   |
| <b>R4</b>              | METAL PARAPET CAP - PREFINISHED<br>FACTORY FINISH<br>COLOR: METAL SALES - WEATHERED COPPER (W50)  | <b>MP2</b>     | PRE-MANUFACTURED METAL PANEL & TRIM<br>STYLE: ???<br>COLOR: METAL SALES - ???   |
|                        |   | <b>SV1</b>     | STONE VENEER - FIELD<br>STYLE: CULTURED STONE - PRO-FIT LEDGESTONE<br>COLOR - ECHO RIDGE  |
|                        |   | <b>SV2</b>     | PRECAST CONCRETE SILL CAP<br>STYLE / COLOR - VERIFY W/ OWNER & ARCHITECT  |
|                        |   | <b>SSC1</b>    | STEEL SHADING CANOPY - 5'-0" W<br>COLOR - VERIFY W/ OWNER & ARCHITECT<br>SEE DETAILS ON SHEET A???<br>PAINT FINISH - VERIFY COLOR W/ OWNER & ARCHITECT    |
|                        |   | <b>SSC2</b>    | STEEL SHADING CANOPY - 6'-0" WIDE<br>COLOR - VERIFY W/ OWNER & ARCHITECT<br>SEE DETAILS ON SHEET A???<br>PAINT FINISH - VERIFY COLOR W/ OWNER & ARCHITECT |

| Project Info. |                |
|---------------|----------------|
| Project No.   | 22FAD03        |
| Date          | August 6, 2022 |
| Revisions     |                |
| Drawn By      | WRS            |

Sheet Title  
exterior elevations

Sheet Number  
A6.10

# CERTIFICATE OF SURVEY

TRACTS OF LAND SITUATED IN THE N1/2 N1/2 OF SECTIONS 8 AND 9, T. 20 N., R. 4 E., P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

## CERTIFICATE OF OWNER:

WE, THE UNDERSIGNED, OWNERS OF THE SUBJECT PROPERTIES SHOWN HEREON, CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED AND BOUNDARY LINES ADJUSTED, THE FOLLOWING DESCRIBED REAL PROPERTY TO WIT:

TRACTS OF LAND SITUATED IN N1/2 N1/2 OF SECTIONS 8 AND 9, TOWNSHIP 20 NORTH, RANGE 4 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

## LEGAL DESCRIPTION:

### TRACT 1

COMMENCING AT THE CENTERLINE MONUMENT AT THE INTERSECTION OF 3RD AVE. N. AND 42ND ST. N. WHICH IS A FOUND 1.5 INCH BRASS CAP INSIDE A MONUMENT BOX; THENCE S60°57'08"W A DISTANCE OF 407.89 FEET TO A POINT ON THE WEST LINE OF THE PLAT OF MORNINGSIDE ADDITION TO GREAT FALLS, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

THENCE DEPARTING THE WEST LINE OF SAID ADDITION, N89°33'35"W A DISTANCE OF 1324.95 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 38TH ST. N.; THENCE ALONG SAID EAST LINE, N00°26'33"E A DISTANCE OF 391.03 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF AN ALLEYWAY; THENCE ALONG SAID SOUTH LINE, S89°34'58"E A DISTANCE OF 820.15 FEET TO AN ANGLE POINT; THENCE S89°34'06"E A DISTANCE OF 477.05 FEET TO A POINT ON THE WEST LINE OF THE PLAT OF MORNINGSIDE ADDITION TO GREAT FALLS; THENCE S03°36'29"E A DISTANCE OF 392.28 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN, CONTAINING 11.774 ACRES, AND;

### TRACT 2

COMMENCING AT THE CENTERLINE MONUMENT AT THE INTERSECTION OF 3RD AVE. N. AND 42ND ST. N. WHICH IS A FOUND 1.5 INCH BRASS CAP INSIDE A MONUMENT BOX; THENCE S60°57'08"W A DISTANCE OF 407.89 FEET TO A POINT ON THE WEST LINE OF THE PLAT OF MORNINGSIDE ADDITION TO GREAT FALLS, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

THENCE DEPARTING THE WEST LINE OF SAID ADDITION, N89°33'35"W A DISTANCE OF 1324.95 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 38TH ST. N.; THENCE ALONG SAID EAST LINE, S00°26'33"W A DISTANCE OF 150.01 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 2ND AVE. N.; THENCE ALONG SAID NORTH LINE, S89°35'06"E A DISTANCE OF 1335.55 FEET TO A POINT ON THE WEST LINE OF THE PLAT OF MORNINGSIDE ADDITION TO GREAT FALLS; THENCE N03°36'29"W A DISTANCE OF 149.92 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN, CONTAINING 4.574 ACRES, AND;

## PURPOSE:

THE PURPOSE OF THIS SURVEY IS TO ADJUST COMMON BOUNDARY LINES BETWEEN TWO TRACTS OF LAND OUTSIDE OF A PLATTED SUBDIVISION, AND;

## EXEMPTION FROM REVIEW BY CASCADE COUNTY

THIS SURVEY IS EXEMPT FROM REVIEW AS A SUBDIVISION PURSUANT TO SECTION M.C.A. 76-3-207(1)(a), Which States "divisions made outside of platted subdivisions for the purpose of relocating common boundary lines between adjoining properties"

MAUREEN M. NEWMAN, OWNER \_\_\_\_\_ DATE \_\_\_\_\_

JACK E. NEWMAN, OWNER \_\_\_\_\_ DATE \_\_\_\_\_

SHAWNIE M. NEWMAN, OWNER \_\_\_\_\_ DATE \_\_\_\_\_

### ACKNOWLEDGED

STATE OF MONTANA) SS: COUNTY OF CASCADE)

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF MONTANA, DID PERSONALLY APPEAR, MAUREEN M., JACK E., AND SHAWNIE M. NEWMAN, KNOWN TO BE THE PERSONS THAT EXECUTED THE FOREGOING INSTRUMENT. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR HEREIN ABOVE FIRST WRITTEN.

NOTARY PUBLIC FOR THE STATE OF MONTANA:

PRINTED NAME: \_\_\_\_\_

RESIDING AT: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

## CERTIFICATE OF COUNTY TREASURER:

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

ASSESSMENT CODES: 0001912200 AND 0002621400

DIANE HEIKKILA, CASCADE COUNTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_

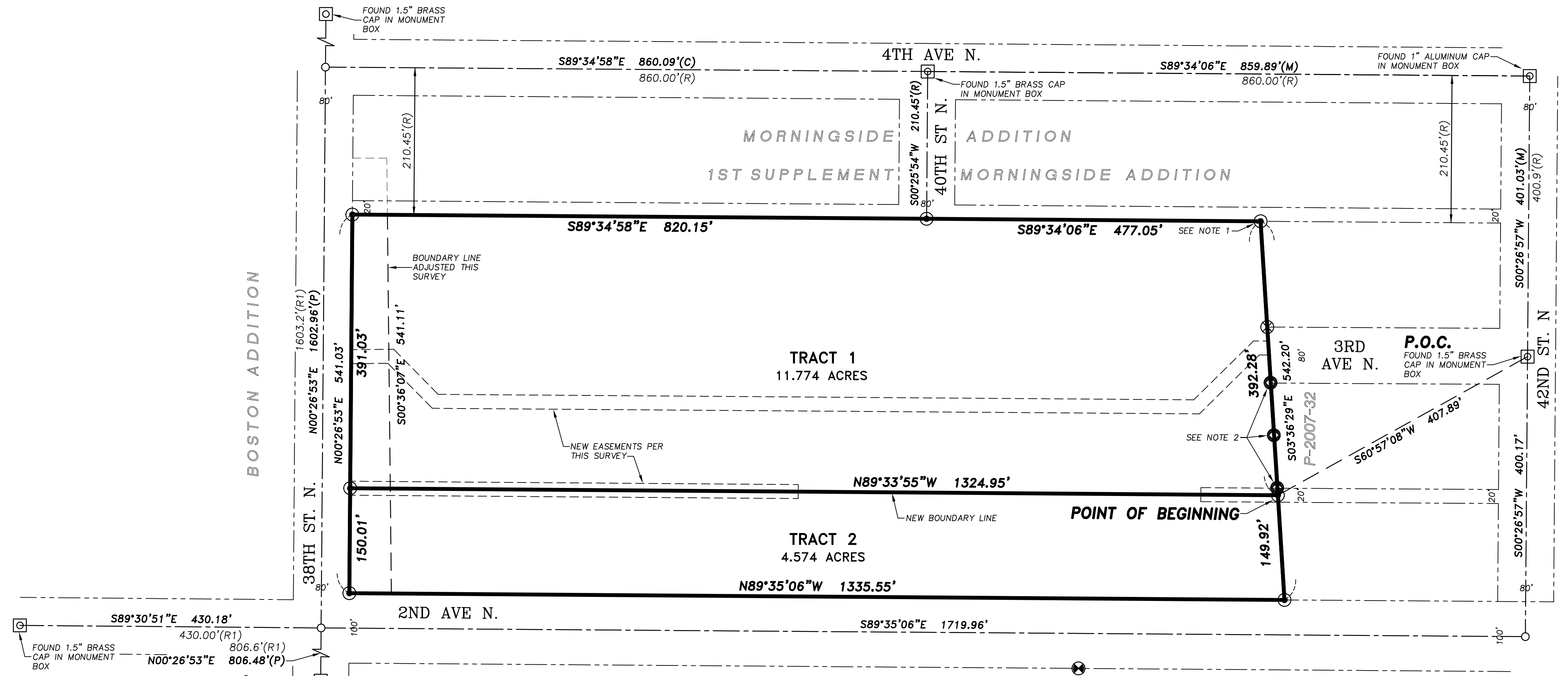
DEPUTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_

## CERTIFICATE OF SURVEYOR:

I, MARK LEO, PROFESSIONAL ENGINEER AND LAND SURVEYOR, MONTANA REGISTRATION NUMBER 12920 ES, DO HEREBY CERTIFY THAT DURING THE MONTHS OF JUNE AND AUGUST 2022, THAT I PERFORMED, OR IT WAS PERFORMED UNDER MY DIRECT SUPERVISION, THE SURVEY THAT THE ACCOMPANYING MAP REPRESENTS AND THAT THIS SURVEY IS IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN 76-3-402 AND 403, M.C.A., AND THAT THE MONUMENTS FOUND AND SET ARE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN HEREON.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

MARK LEO, PROFESSIONAL ENGINEER AND LAND SURVEYOR, MT LICENSE NUMBER 12920ES



## LEGEND

- FOUND CENTERLINE MONUMENT AS DESCRIBED
- ⊙ SET 5/8" REBAR WITH ORANGE PLASTIC CAP STAMPED "LEO 12920ES"
- ⊙ FOUND 1/2" REBAR WITH ORANGE PLASTIC CAP STAMPED "SHERBURNE"
- ⊙ FOUND 3/4" REBAR PER AUTUMN RUN ADDITION PLAT
- ⊙ FOUND ORIGINAL 2" PIPE
- POSITION ONLY - NOTHING FOUND OR SET

## ABBREVIATIONS

- (M) MEASURED DIMENSION
- (R) RECORD DIMENSION
- (P) PROPORTIONED DIMENSION
- P.O.C. POINT OF COMMENCEMENT
- R PLAT OF MORNINGSIDE ADDITION AND 1ST SUPPLEMENT
- R1 PLAT OF BOSTON ADDITION

## RECORD DOCUMENTS

## BASIS OF BEARING

THE BEARING SOURCE FOR THIS SURVEY IS BASED ON AN RTK GPS AUTONOMOUS POSITION WITH A 2 HOUR STATIC OPUS SOLUTION APPLIED. THE BEARINGS PRODUCED ARE CONSIDERED GEODETIC NORTH AND ARE AS SHOWN ON THE ACCOMPANYING MAP.

NOTE 1: AT THIS LOCATION WE FOUND SEVERAL REBARS THAT DO NOT FIT THE RECORD DIMENSIONS ON THE FIRST SUPPLEMENT TO MORNINGSIDE ADDITION. THESE REBARS HAVE BEEN DISREGARDED AND A NEW MONUMENT AT THE RECORD POSITION HAS BEEN PLACED.

NOTE 2: ALL 3 MONUMENTS ALONG THIS LINE SET PER P-2007-32 DO NOT FIT THE RECORD DIMENSIONS AS GIVEN ON THE PLAT FOR THE MORNINGSIDE ADDITION. THEY HAVE BEEN DISREGARDED IN FAVOR OF THE ORIGINAL PIPE BLOCK CORNER FOUND JUST TO THE NORTH.

NOTE 3: IT IS NOT THE INTENT OF THIS SURVEY TO SHOW ALL EASEMENTS THAT MAY AFFECT THE SUBJECT OR ADJACENT PROPERTIES. NO TITLE REPORT HAS BEEN FURNISHED TO THE SURVEYOR AND NO SEARCH OF THE PUBLIC RECORDS FOR ANY OR ALL EASEMENTS THAT MAY AFFECT THE SUBJECT OR ADJACENT PROPERTIES HAS BEEN PERFORMED BY THE SURVEYOR. THEREFORE EASEMENTS OF RECORD MAY EXIST AND MAY NOT BE SHOWN ON THE ACCOMPANYING MAP.

## EXAMINED FOR COMPLIANCE WITH SUBDIVISION & PLATTING ACT

TREASURER'S STAMP YES \_\_\_ NO \_\_\_  
DATE \_\_\_\_\_  
BY \_\_\_\_\_  
CASCADE COUNTY PLANNING DEPARTMENT

|   |                                    |                          |
|---|------------------------------------|--------------------------|
| SHEET TITLE:<br>2ND AVE N BLA                 |                                    |                          |
| FIELD WORK COMPLETION:<br>6/7/2022, 6/29/2022 | JOB NO./DRAWING NAME:<br>22L/LEGAL | SHEET:<br>1 OF 1         |
| MONUMENTS SET:                                | DRAFTED BY:<br>CRB                 | DRAWING DATE:<br>8/09/22 |





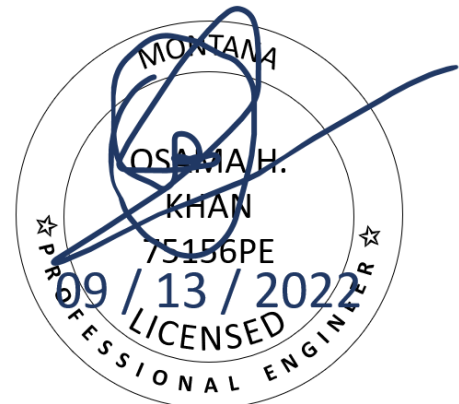
ENGINEERING, REIMAGINED

# TRAFFIC IMPACT STUDY

Silverstone Apartments  
Great Falls, MT

September 2022

**Prepared For:**  
*Big Sky Civil & Environmental, Inc.*  
*P.O. Box 3625*  
*Great Falls, MT 59403*



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## Introduction

This study has been prepared to evaluate the traffic impacts associated with the proposed apartment complex in Great Falls, MT. The development is located at the north-east quadrant of the intersection of 2<sup>nd</sup> Ave N and 38<sup>th</sup> St N (**Figure 1**). The subject property is currently undeveloped. It is surrounded by commercial, residential, and industrial land uses. Access to the proposed development will be provided via 2<sup>nd</sup> Ave N and 38<sup>th</sup> St N.

Figure 1 - Study Area



## Objective

The objective of this report is to document the methodology and findings of the traffic impacts at the following four intersections:

1. 3<sup>rd</sup> Ave N and 38<sup>th</sup> St N (Side-Street Stop Controlled)
2. 2<sup>nd</sup> Ave N and 38<sup>th</sup> St N (Signal Controlled)
3. Central Ave and 38<sup>th</sup> St N (All-way Stop Controlled)
4. Proposed Driveway at 2<sup>nd</sup> Ave N located east of 38<sup>th</sup> St N (Side Street Stop)

The study intersections are shown in **Figure 2**.

Figure 2 - Study Intersections



### Proposed Development

The proposed site layout is shown in Figure 3. The proposed development is comprised of 12 three-story buildings with 36 units in each. It is located to the north of 2<sup>nd</sup> Ave N and to the east of 38<sup>th</sup> St N in Great Falls, MT. Currently, the land is undeveloped, but the first phase of building will begin in the spring of 2023, with the first four buildings being complete by the spring of 2024. Each phase will see four of the twelve buildings completed. The next phase of buildings will be ready for occupancy in the fall of 2025, with the last phase being completed in the spring of 2027.

Figure 3 - Proposed Site Layout (Source: Fusion Architecture + Design)



## Existing Conditions

### Roadway Characteristics

The existing roadway functional class and posted speed limit in the study area is shown in **Figure 4**.

#### 2<sup>ND</sup> AVE N

The 2<sup>nd</sup> Ave N is a four-lane divided roadway. There are paved shoulders on both sides of the roadway. Curb and gutters are present on both sides of the roadway only on the east side of 38<sup>th</sup> St N intersection. 2<sup>nd</sup> Ave N is classified as minor arterial. The posted speed limit on the roadway is 30 miles per hour (mph). The roadway transitions to a one-way street west of 37<sup>th</sup> St N along westbound direction.

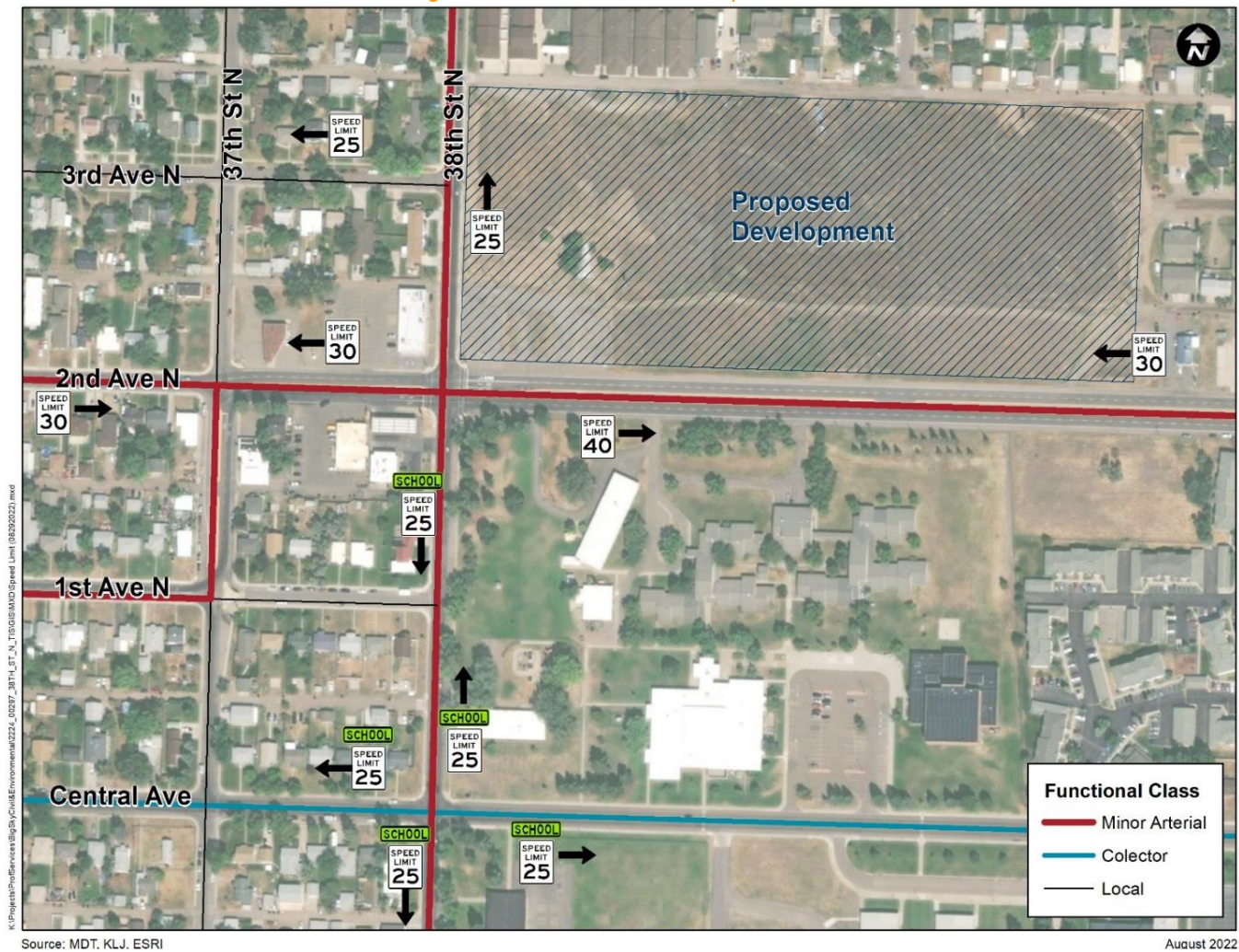
#### 38<sup>TH</sup> ST N

The 38<sup>th</sup> St N is a two-lane undivided roadway. There are curb and gutters but no shoulders present on both sides of the roadway. 38<sup>th</sup> St N is classified as minor arterial. The posted speed limit on the roadway is 25 mph.

#### CENTRAL AVE

Central Ave is a two-lane undivided roadway. There are curb and gutters but no shoulders present on both sides of the roadway. Parking is allowed on both sides of the roadway. Central Ave is classified as collector road. The posted speed limit on the roadway is 25 mph.

Figure 4 – Functional Class and Speed Limit



### Study Intersection Configurations

#### Intersection of 3<sup>rd</sup> Ave N with 38<sup>th</sup> St N

The intersection of 3<sup>rd</sup> Ave N with 38<sup>th</sup> St N is currently a T-intersection controlled by stop control with one stop on the 3<sup>rd</sup> Ave N approach to 38<sup>th</sup> St N. The existing lane configuration of the intersection includes:

- » Northbound: One shared left/thru/right-turn lane
- » Southbound: One shared left/thru/right-turn lane
- » Eastbound: One shared left/thru/right-turn lane
- » Westbound: No westbound approach currently exists. A westbound access to the site will be added with the completion of the development. The lane configuration is expected to be one shared left/thru/right-turn lane with two-way stop control.

### Intersection of 2<sup>nd</sup> Ave N with 38<sup>th</sup> St N

The intersection of 2<sup>nd</sup> Ave N with 38<sup>th</sup> St N is currently controlled by an actuated traffic signal. The existing lane configuration of the intersection includes:

- » Northbound: One shared left/thru/right-turn lane
- » Southbound: One shared left/thru/right-turn lane
- » Eastbound: One left turn, one thru-lane, and one shared thru/right turn lane
- » Westbound: One left turn, one thru-lane, and one shared thru/right turn lane.

### Intersection of Central Ave with 38<sup>th</sup> St N

The intersection of Central Ave with 38<sup>th</sup> St N is currently controlled by All-way Stop. The existing lane configuration of the intersection includes:

- » Northbound: One shared left/thru/right-turn lane
- » Southbound: One shared left/thru/right-turn lane
- » Eastbound: One shared left/thru/right-turn lane
- » Westbound: One shared left/thru/right-turn lane

### ***Bicycle/Pedestrian Facilities***

There are currently no sidewalks on the east approach of 2<sup>nd</sup> Ave N and 38<sup>th</sup> St N intersection. All other approaches have sidewalks on both sides of the road. The nearest bike lane facilities on 2<sup>nd</sup> Ave N roadway are located east of 57<sup>th</sup> St S. The 4<sup>th</sup> Ave N roadway west of 38<sup>th</sup> St N is a shared use road. There is a bus shelter located at the corner of Central Ave and 38<sup>th</sup> St S.

The Great Falls Transit District (GFTD) provides bus transportation to Great Falls. Buses travel throughout the community along seven routes. Services are available Monday through Saturday (except holidays). Currently there are no bus routes that travel or stop along 38<sup>th</sup> St N and 2<sup>nd</sup> Ave N. Route 2 travels along Central Ave and crosses 38<sup>th</sup> St N.

The proposed development is expected to increase pedestrian access within the area by constructed sidewalks along the northern boundary of 2<sup>nd</sup> Ave N and internally as well. Additionally, a new sidewalk connection is planned to be extended to the existing facilities located adjacent to 40<sup>th</sup> St N along the northern boundary of the proposed development. The planned sidewalks are expected to meet *Americans with Disabilities Act* (ADA) design standards for accessibility.

### ***Traffic Volumes***

KLJ Engineering conducted 13-hour intersection level traffic counts at the intersections of 3<sup>rd</sup> Ave N and 2<sup>nd</sup> Ave N with 38<sup>th</sup> St N on weekdays in March 2022. Traffic volume for the intersection of Central Ave with 38<sup>th</sup> St N was collected by the City of Great Falls in June 2022. The land use east of the intersection is surrounded by several schools: Montana School for the Deaf and Blind; Lewis Clark Elementary School; and East Middle School. Traffic counts were collected during the last week of schools being in session. The existing daily traffic volumes in the study area are shown in **Figure 5**. The raw traffic volume profiles of the study intersections are included in **Appendix A**. Minor corridor volume discrepancies existed between the study intersections. For these reasons, the intersection volumes were balanced to mitigate these minor discrepancies. The *AM peak* was observed between 7:15AM and 8:15AM, and *PM peak* was observed between 4:30 PM and 5:30 PM. The existing intersection level traffic volumes in the study area for *AM* and *PM peak* are shown in **Table 1**.

Figure 5 - Existing Daily Traffic



Table 1 – Existing 2022 Traffic Volumes

| Intersection                                | Peak | Traffic Control | NB Approach |     |    | SB Approach |     |    | EB Approach |     |    | WB Approach |     |     |
|---|------|-----------------|-------------|-----|----|-------------|-----|----|-------------|-----|----|-------------|-----|-----|
|   |      |                 | L           | T   | R  | L           | T   | R  | L           | T   | R  | L           | T   | R   |
| 38 <sup>th</sup> St N & 3 <sup>rd</sup> Ave | AM   | SSS             | 1           | 261 | -  | -           | 320 | 3  | 4           | -   | 3  | -           | -   | -   |
|   | PM   |                 | 5           | 356 | -  | -           | 362 | 2  | 5           | -   | 2  | -           | -   | -   |
| 38 <sup>th</sup> St N & 2 <sup>nd</sup> Ave | AM   | Signalized      | 45          | 171 | 50 | 86          | 195 | 42 | 8           | 235 | 79 | 35          | 284 | 83  |
|   | PM   |                 | 75          | 246 | 49 | 82          | 235 | 47 | 10          | 193 | 88 | 63          | 312 | 105 |
| 38 <sup>th</sup> St N & Central Ave         | AM   | AWSC            | 37          | 199 | 57 | 55          | 238 | 16 | 25          | 199 | 36 | 39          | 144 | 42  |
|   | PM   |                 | 14          | 310 | 46 | 15          | 330 | 41 | 31          | 68  | 82 | 14          | 39  | 29  |
| Access on 2 <sup>nd</sup> Ave               | AM   | SSS             | -           | -   | -  | -           | -   | -  | -           | 371 | -  | -           | 402 | -   |
|   | PM   |                 | -           | -   | -  | -           | -   | -  | -           | 324 | -  | -           | 480 | -   |

NB – Northbound; SB – Southbound; EB – Eastbound; WB – Westbound; L – Left; T – Through; R – Right; SSS – Side Street Stop; AWSC – All Way Stop Control

### Crash History

Reviewing historic crash information can help identify existing deficiencies that can be addressed through this study. Five years of crash records between January 1, 2016, through December 31, 2020, were requested from MDT for the study intersections. There were 39 crashes reported at the study intersections (22 crashes at the 38<sup>th</sup> St N/2<sup>nd</sup> Ave intersection, and 17 crashes at 38<sup>th</sup> St N/Central Ave intersection) during the analysis period. There



were no fatal, serious injury, pedestrian, or bicycle related crashes reported during the analysis period. There were no crashes reported at the intersection of 38<sup>th</sup> St N with 3<sup>rd</sup> Ave N.

**38<sup>TH</sup> ST N AND 2<sup>ND</sup> AVE INTERSECTION**

There were 22 crashes reported at the intersection which corresponds to up to five crashes per year. Most crashes (27%) were observed during the *AM peak*. Right angle crashes (50-percent) were the most prominent type of crashes. This included five crashes interacted by vehicles travelling southbound and eastbound.

**38<sup>TH</sup> ST N AND CENTRAL AVE INTERSECTION**

There were 17 crashes reported at the intersection which corresponds to up to four crashes per year. Right angle crashes (53-percent) were the most prominent type of crashes.

**Future Conditions**

**Background Growth**

A key component of traffic forecasting is using regional travel demand models. The *Average Annual Daily Traffic* (AADT) in the study area has varied between 2006 and 2021. In the absence of travel demand models, a conservative annual traffic volume growth rate of one-percent was applied on all approaches of the study intersections to project background traffic volumes in 2027. The projected background traffic volumes at the study intersections in 2027 are summarized in **Table 2**.

*Table 2 – Projected 2027 Background Traffic Volumes*

| Intersection                                | Peak | Traffic Control | NB Approach |     |    | SB Approach |     |    | EB Approach |     |    | WB Approach |     |     |
|---|------|-----------------|-------------|-----|----|-------------|-----|----|-------------|-----|----|-------------|-----|-----|
|   |      |                 | L           | T   | R  | L           | T   | R  | L           | T   | R  | L           | T   | R   |
| 38 <sup>th</sup> St N & 3 <sup>rd</sup> Ave | AM   | SSS             | 1           | 274 | -  | -           | 336 | 3  | 4           | -   | 3  | -           | -   | -   |
|   | PM   |                 | 5           | 374 | -  | -           | 380 | 2  | 5           | -   | 2  | -           | -   | -   |
| 38 <sup>th</sup> St N & 2 <sup>nd</sup> Ave | AM   | Signalized      | 47          | 180 | 53 | 90          | 205 | 44 | 8           | 247 | 83 | 37          | 298 | 87  |
|   | PM   |                 | 79          | 259 | 51 | 86          | 247 | 49 | 11          | 203 | 92 | 66          | 328 | 110 |
| 38 <sup>th</sup> St N & Central Ave         | AM   | AWSC            | 39          | 209 | 60 | 58          | 250 | 17 | 26          | 209 | 38 | 41          | 151 | 44  |
|   | PM   |                 | 15          | 326 | 48 | 16          | 347 | 43 | 33          | 71  | 86 | 15          | 41  | 30  |
| Access on 2nd Ave                           | AM   | SSS             | -           | -   | -  | -           | -   | -  | -           | 390 | -  | -           | 423 | -   |
|   | PM   |                 | -           | -   | -  | -           | -   | -  | -           | 341 | -  | -           | 504 | -   |

NB – Northbound; SB – Southbound; EB – Eastbound; WB – Westbound; L – Left; T – Through; R – Right; SSS – Side Street Stop; AWSC – All Way Stop Control

**Trip Generation**

To account for future vehicular trips generated by the proposed development, *ITE Trip Generation Manual*, 11th Edition was utilized to calculate trips generated based on the land use characteristics that most closely fit the proposed development. The number of vehicular trips the development will generate during the following time periods were calculated for weekday *AM* and *PM peak*. The estimated trips generated by the proposed development is summarized in **Table 3**. The proposed development is expected to generate 203, 246, and 2,912 vehicular trips in the daily *AM peak*, *PM peak*, and *daily*, respectively.

*Table 3 - Proposed Development Trip Generation*

| Facility Type | Variable      | #   | ITE Land Use | In (AM) | Out (AM) | In (PM) | Out (PM) | In (Daily) | Out (Daily) |
|---------------|---------------|-----|--------------|---------|----------|---------|----------|------------|-------------|
| Apartment     | Dwelling Unit | 432 | 220          | 49      | 154      | 152     | 94       | 1456       | 1456        |
|               |               |     |              | 203     |          | 246     |          | 2,912      |             |

### Trip Distribution and Assignment

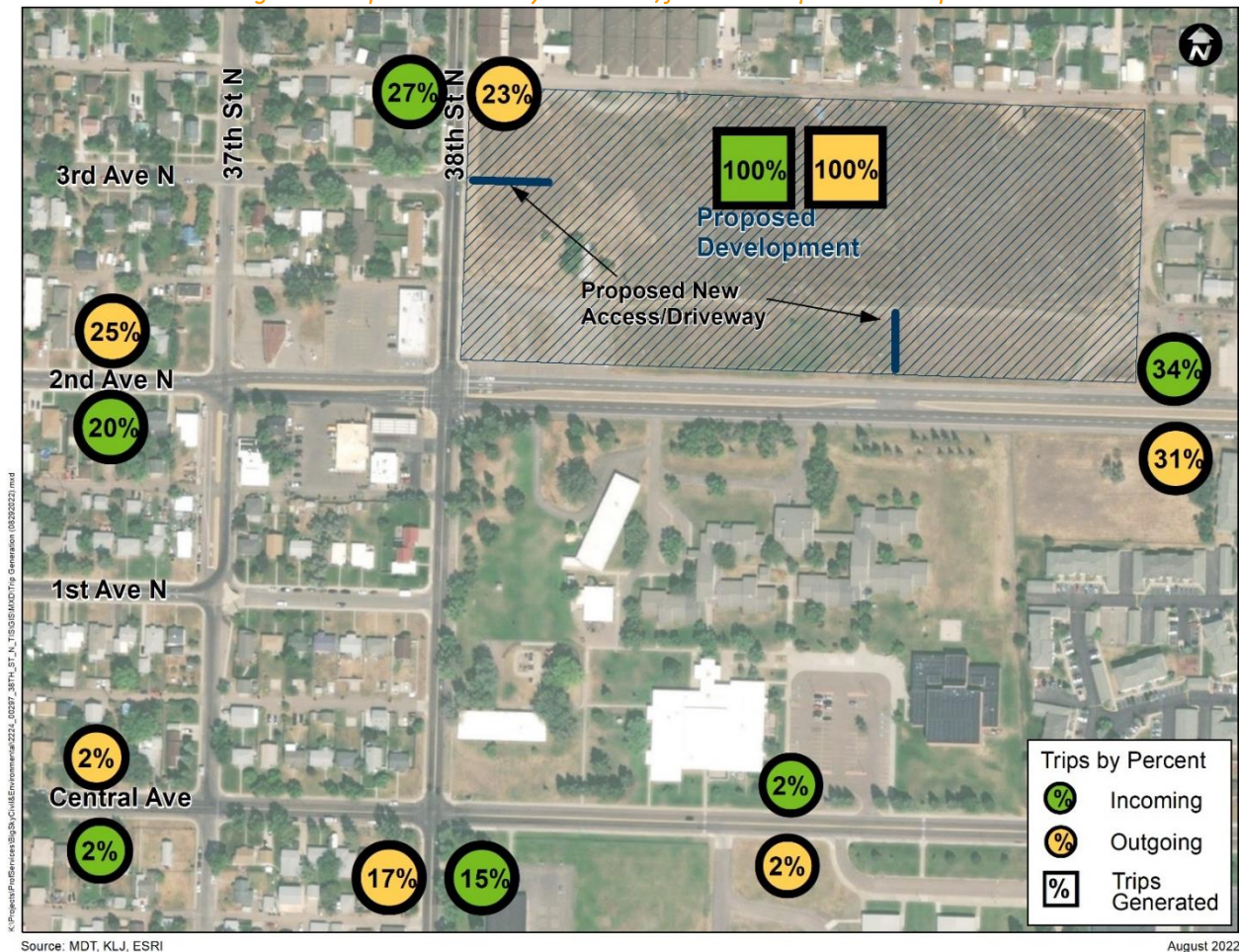
The origins and destinations of site-generated traffic were estimated based on prevailing travel patterns and trips being assigned to the roadway network using engineering judgment, estimating the most ideal and reasonable route between origins and destination (illustrated in **Figure 6**). The *peak hour* trips generated by the proposed development is illustrated in **Table 4**.

**Table 4 - Projected Trip Distribution**

| Intersection                                | Peak | Traffic Control | NB Approach |    |    | SB Approach |    |    | EB Approach |    |    | WB Approach |    |    |
|---|------|-----------------|-------------|----|----|-------------|----|----|-------------|----|----|-------------|----|----|
|   |      |                 | L           | T  | R  | L           | T  | R  | L           | T  | R  | L           | T  | R  |
| 38 <sup>th</sup> St N & 3 <sup>rd</sup> Ave | AM   | SSS             |             | 20 | 11 | 9           | 4  |    |             |    | 31 |             | 15 |    |
|   | PM   |                 |             | 12 | 35 | 29          | 12 |    |             |    | 19 |             | 9  |    |
| 38 <sup>th</sup> St N & 2 <sup>nd</sup> Ave | AM   | Signalized      |             | 7  | 2  | 13          | 9  | 12 | 0           | 9  |    | 23          | 26 | 23 |
|   | PM   |                 |             | 23 | 6  | 18          | 6  | 8  | 2           | 29 |    | 14          | 16 | 23 |
| 38 <sup>th</sup> St N & Central Ave         | AM   | AWSC            |             | 7  |    | 3           | 26 | 3  | 1           |    |    |             |    | 1  |
|   | PM   |                 |             | 23 |    | 2           | 16 | 2  | 3           |    |    |             |    | 3  |
| Access on 2 <sup>nd</sup> Ave               | AM   | SSS             | -           | -  | -  | 39          | -  | 69 | 15          | 9  | -  | -           | 3  | 13 |
|   | PM   |                 | -           | -  | -  | 24          | -  | 42 | 47          | 6  | -  | -           | 11 | 41 |

NB – Northbound; SB – Southbound; EB – Eastbound; WB – Westbound; L – Left; T – Through; R – Right; SSS – Side Street Stop; AWSC – All Way Stop Control  
 Green – Incoming; Red – Outgoing; Blue – Incoming and Outgoing

**Figure 6 - Trip Distribution by Percent to/from the Proposed Development**



## Traffic Volumes

The Build traffic volumes for the AM and PM peak are illustrated in Table 5.

Table 5 - Projected 2027 Build Volumes

| Intersection                                | Peak | Traffic Control | NB Approach |     |    | SB Approach |     |    | EB Approach |     |    | WB Approach |     |     |
|---|------|-----------------|-------------|-----|----|-------------|-----|----|-------------|-----|----|-------------|-----|-----|
|   |      |                 | L           | T   | R  | L           | T   | R  | L           | T   | R  | L           | T   | R   |
| 38 <sup>th</sup> St N & 3 <sup>rd</sup> Ave | AM   | SSS             | 1           | 294 | 11 | 9           | 340 | 3  | 4           | 0   | 3  | 31          | 0   | 15  |
|   | PM   |                 | 5           | 386 | 35 | 29          | 392 | 2  | 5           | 0   | 2  | 19          | 0   | 9   |
| 38 <sup>th</sup> St N & 2 <sup>nd</sup> Ave | AM   | Signalized      | 47          | 187 | 55 | 103         | 214 | 56 | 8           | 256 | 83 | 60          | 324 | 110 |
|   | PM   |                 | 79          | 282 | 57 | 104         | 253 | 57 | 13          | 232 | 92 | 80          | 344 | 133 |
| 38 <sup>th</sup> St N & Central Ave         | AM   | AWSC            | 39          | 216 | 60 | 61          | 276 | 20 | 27          | 209 | 38 | 41          | 151 | 45  |
|   | PM   |                 | 15          | 349 | 48 | 18          | 363 | 45 | 36          | 71  | 86 | 15          | 41  | 33  |
| Access on 2nd Ave                           | AM   | SSS             | -           | -   | -  | 39          | -   | 69 | 15          | 399 | -  | -           | 426 | 13  |
|   | PM   |                 | -           | -   | -  | 24          | -   | 42 | 47          | 347 | -  | -           | 515 | 41  |

NB – Northbound; SB – Southbound; EB – Eastbound; WB – Westbound; L – Left; T – Through; R – Right; SSS – Side Street Stop; AWSC – All Way Stop Control

## Traffic Operations Analysis

### Traffic Operations Methodology

The traffic conditions in the network will be affected by the proposed development. Traffic operational and queuing analysis results are described as a *Level of Service* (LOS) ranging from "A to F" with "A" operating with the least delay and "F" indicating a breakdown in operations. LOS is determined based on methodology in the *Highway Capacity Manual* (HCM), which defines the LOS based on control delay. LOS "D" or worse and LOS "C" or worse is considered poor or unacceptable for Principal Arterials and Collector roads, respectively, in accordance with the Montana Department of Transportation (MDT) standards. The LOS and its associated intersection delay for unsignalized and signalized intersections as defined by HCM are shown in Table 6.

Table 6 - Intersection Delay and LOS Thresholds

| LOS | Control Delay Per Vehicle (sec.) |                         |
|-----|----------------------------------|-------------------------|
|     | Unsignalized Intersection        | Signalized Intersection |
| A   | ≤ 10                             | ≤ 10                    |
| B   | > 10 and ≤ 15                    | > 10 and ≤ 20           |
| C   | > 15 and ≤ 25                    | > 20 and ≤ 35           |
| D   | > 25 and ≤ 35                    | > 35 and ≤ 55           |
| E   | > 35 and ≤ 50                    | > 55 and ≤ 80           |
| F   | > 50                             | > 80                    |

For signalized intersections, the LOS is based on the average stopped delay per vehicle. The procedures used to evaluate signalized intersections use detailed information on geometry, lane use, signal timing, peak hour volumes, arrival types, and other parameters. This information is then used to calculate delay and determine the capacity of each intersection. LOS for a two-way stop-controlled intersection is undefined by HCM. For two-way stop-controlled intersections, the through traffic on the major (uncontrolled) street generally experiences no delay at the intersection. Conversely, vehicles turning left or crossing the major street from the minor street experience more delay than other movements, at times experiencing significant delay. Vehicles turning right on the minor street experience less delay than those turning left from the same approach. Due to this scenario, the LOS assigned

to a two-way stop-controlled intersection in this study is based on the average delay experienced by left turn vehicles of all approaches, and delay experienced by minor approach vehicles crossing the major approach.

Queuing of vehicles at intersections can have serious traffic safety implications if expected queues exceed available storage. For example, if projected queuing for a left turning movement exceeds available storage in the turn lane, the queue can extend into the through lane and cause safety concerns with potential rear end crashes. Excessive queuing can also impede business, other private, or public access to and from the road. Queuing analyses can determine whether queues are expected to dissipate during a signal cycle or on stop condition approaches, which can inform on the potential need for additional through lanes or other improvements. The following criteria was used to identify “queuing issues” for movements.

A queuing issue was identified if any of the five conditions were met:

- » Condition 1: 95th percentile queue length exceeds storage length, and the movements operate worse than LOS D.
- » Condition 2: Average queue length exceeds storage length.
- » Condition 3: 95th percentile queue length blocks upstream full access intersection.
- » Condition 4: 95th percentile queue length exceeds 500 feet on a stop-controlled approach.
- » Condition 5: 95th percentile through lane queue blocks access to the turn lane bay.

All four study intersections were reviewed for queuing analysis. This includes the storage lengths of turn and through lanes. Special attention was given to the eastbound left turn lane queue experience for vehicles entering the proposed site along 2<sup>nd</sup> Ave.

### **Traffic Models**

Traffic operations analysis was completed using *Synchro V10* software, which included geometry such as number of lanes, storage lengths, link distances, speed limits, traffic volumes, and existing signal timing plan. The results of the synchro analysis are displayed as *Measures of Effectiveness* (MOE). The primary MOEs that are used in the study are *delay* and *Level of Service* (LOS).

The following scenarios were modeled for the *AM* and *PM peak* periods:

1. No-Build Scenario – “*No-Build*” refers to the conditions without the proposed development scenario. This option includes no geometric improvements at the proposed site accesses, and the existing traffic counts projected to the facilities opening year traffic volumes.
2. Build Scenario – “*Build*” refers to the conditions of the proposed development scenario. This option pertains to geometric improvements that include the addition of a westbound approach at the intersection of 3<sup>rd</sup> Ave N and 38<sup>th</sup> St N. The trips generated by the proposed site were included in the build scenario traffic volumes.

### Traffic Operation Results

The traffic operation results for the *No-Build* and *Build* scenarios at the study intersections are illustrated in **Table 7**. For detailed synchro results, please reference **Appendix B**.

*Table 7 - Traffic Operation Results 2027*

| Intersection            | Scenario | Level of Service (AM Peak) |    |    |           |           | Level of Service (PM Peak) |    |    |    |     |
|-------------------------|----------|----------------------------|----|----|-----------|-----------|----------------------------|----|----|----|-----|
|                         |          | EB                         | WB | NB | SB        | Int       | EB                         | WB | NB | SB | Int |
| 3rd Ave N & 38th St N   | No-Build | B                          | -  | A  | A         | B         | B                          | -  | A  | A  | B   |
|                         | Build    | B                          | B  | A  | A         | B         | <b>C↓</b>                  | C  | A  | A  | B   |
| 2nd Ave N & 38th St N   | No-Build | B                          | C  | A  | A         | B         | B                          | C  | B  | B  | B   |
|                         | Build    | B                          | C  | A  | <b>B↓</b> | B         | B                          | C  | B  | B  | B   |
| Central Ave & 38th St N | No-Build | C                          | C  | D  | D         | C         | B                          | B  | C  | C  | C   |
|                         | Build    | <b>D↓</b>                  | C  | D  | <b>E↓</b> | <b>D↓</b> | B                          | B  | C  | C  | C   |
| 2nd Ave Driveway        | No-Build | A                          | A  | -  | -         | NA        | A                          | A  | -  | -  | NA  |
|                         | Build    | A                          | A  | -  | B         | B         | A                          | A  | -  | B  | B   |

NB – Northbound; SB – Southbound; EB – Eastbound; WB – Westbound; Int - Intersection

All four approaches of the Central Ave and 38<sup>th</sup> St N intersection is expected to operate with undesirable delay and LOS under No-Build and Build scenario in the 2027 AM peak. However, the overall intersection operates with desirable conditions under No-Build scenario in the 2027 AM Peak. The overall intersection operates with undesirable delay and LOS under Build scenarios in the AM peak. The intersection operates with desirable delay and LOS under the No-Build and Build scenarios in the 2027 PM peak.

All other intersections are expected to operate with desirable *delay* and *LOS* with no intersections operating worse than *LOS C* during the *peak* hours.

The following intersections and/or their approaches experience *LOS* drops from *No-Build* to *Build* conditions in 2027:

- » The *eastbound* approach of the 3<sup>rd</sup> Ave N and 38<sup>th</sup> St N intersection will experience a LOS drop from *LOS B* to *LOS C* in *PM Peak*. The increase in *delay* between *No-Build* and *Build* scenario is 3.5 seconds per vehicle.
- » The *southbound* approach of the 2<sup>nd</sup> Ave N and 38<sup>th</sup> St N intersection will experience a LOS drop from *LOS A* to *LOS B* in *AM Peak*. The increase in *delay* between *No-Build* and *Build* scenario is 2.1 seconds per vehicle.
- » The intersection of Central Ave and 38<sup>th</sup> St N will experience a LOS drop from *LOS C* to *LOS D* in the *AM Peak*. The increase in delay between *No-Build* and *Build* scenario is 6.3 seconds per vehicle.
  - The *eastbound* approach of the Central Ave and 38<sup>th</sup> St N intersection experiences a LOS drop from *LOS C* to *LOS D*. The increase in *delay* between *No-Build* and *Build* scenario is 3.5 seconds per vehicle.
  - The *southbound* approach of the Central Ave and 38<sup>th</sup> St N intersection experiences a LOS drop from *LOS D* to *LOS E*. The increase in *delay* between *No-Build* and *Build* scenario is 11.8 seconds per vehicle.

### Queuing Results

The 95<sup>th</sup> percentile queue lengths expected in the 2027 build scenario is shown in **Table 8**. Based on queuing analysis methodology previously identified, no significant queuing issues were identified in the No-Build and Build conditions. Existing storage space within the dedicated left-turn bays of 2nd Ave N were found to be adequate within the No-Build and Build conditions. See **Appendix B** for complete Synchro/SimTraffic queuing analysis result.

Table 8 - 95th Percentile Queue Results for 2027 Build Scenario

| Intersection               | App | Eastbound |     |    | Westbound |     |     | Northbound |     |     | Southbound |     |     |
|----------------------------|-----|-----------|-----|----|-----------|-----|-----|------------|-----|-----|------------|-----|-----|
|                            |     | Storage   | AM  | PM | Storage   | AM  | PM  | Storage    | AM  | PM  | Storage    | AM  | PM  |
| 38th St & 3rd Ave          | L   | 385       | 2   | 2  | 100       | 8   | 6   | 300        | 0   | 0   | 340        | 0   | 2   |
|                            | T   |           |     |    |           |     |     |            |     |     |            |     |     |
|                            | R   |           |     |    |           |     |     |            |     |     |            |     |     |
| 38th St & 2nd Ave          | L   | 70        | 12  | 16 | 65        | 49  | 62  | 310        | 121 | 212 | 300        | 181 | 220 |
|                            | T   | 350       | 81  | 72 | 775       | 106 | 115 |            |     |     |            |     |     |
|                            | R   |           |     |    |           |     |     |            |     |     |            |     |     |
| 38th St & Central Ave      | L   | 375       | 100 | 36 | 1650      | 78  | 14  | 315        | 128 | 132 | 330        | 172 | 134 |
|                            | T   |           |     |    |           |     |     |            |     |     |            |     |     |
|                            | R   |           |     |    |           |     |     |            |     |     |            |     |     |
| 2nd Ave Driveway & 2nd Ave | L   | 60        | 0   | 2  | 800       | 0   | 0   | -          | -   | -   | 100        | 16  | 12  |
|                            | T   | 775       | 0   | 4  |           |     |     |            |     |     |            |     |     |
|                            | R   |           |     |    |           |     |     |            |     |     |            |     |     |

**Access Spacings**

The spacing between adjacent driveways is based on *stopping sight distance* described in the AASHTO Green Book 2018 7<sup>th</sup> Edition. The minimum driveway spacings for 40-mph, 30-mph and 25-mph roadway is 305, 200 and 155 feet, respectively. The proposed locations of the accesses along 2<sup>nd</sup> Ave N and 38<sup>th</sup> St N is more than the minimum spacing requirements.

**Warrant Analysis**

**TRAFFIC SIGNAL**

The *Manual on Uniform Traffic Control Devices* (MUTCD) provides guidance and standards for the installation of traffic control methods. Intersection traffic control warrant analysis was conducted at the unsignalized study intersections. Based on the review of the traffic volume data collected at the intersections, it was determined that the projected traffic volumes warrant the installation of a traffic signal (meets Signal Warrant 1A and 2) at the Central Ave and 38<sup>th</sup> St N intersection under *No-Build* and *Build* scenarios. The signal warrant analysis results are included in **Appendix C**.

**TURN LANE**

MDT has established guidelines for the consideration of turn-lanes at intersections. Turn lane needs at the proposed access via 2<sup>nd</sup> Ave N and 38<sup>th</sup> St N were analyzed according to MDT turn lane guidance. The Chapter 8 of *Montana Traffic Engineering Manual* has guidelines for the consideration of left turn and right turn lanes at intersections and high-volume driveway approaches.

Unsignalized Intersections (38<sup>th</sup> St N/3<sup>rd</sup> Ave, and 38<sup>th</sup> St N/Central Ave Intersection)

The manual has no left turn lane guidelines for unsignalized intersections on two lane highways with speed limit under 45 mph. The five-year crash records indicate no safety threats that can be improved with the installation of left turn lanes at the unsignalized study intersections. The capacity analysis is not expected to improve the LOS criteria with the installation of left turn lanes at the unsignalized intersection. For these reasons, Left Turn Lanes on the major approach of the unsignalized study intersections are not required.

The traffic volumes, crash history and capacity analysis results do not satisfy the requirements to consider right turn lanes on the major approach of the unsignalized study intersections.

**Signalized Intersection (38<sup>th</sup> St N/2<sup>nd</sup> Ave Intersection)**

The 2<sup>nd</sup> Ave approaches have dedicated left turn lanes. There are no dedicated left turn lanes on the 38<sup>th</sup> St N approaches. The *Montana Traffic Engineering Manual* recommends the consideration of left turn lanes on the major roadway approaches of signalized intersections. The *Highway Capacity Manual 2000* indicates the probable need for a left-turn lane if the left-turn volume is greater than 100 vehicles during peak hour. The left turn volumes are expected to cross 100 vehicles per hour along the 38<sup>th</sup> St N approaches under Build scenarios. However, all four approaches of the intersection are expected to operate with desirable delay and LOS with no approaches expected to operate at worse than LOS B under No-Build and Build conditions. For these reasons, left turn lanes along 38<sup>th</sup> St N is recommended at the intersection. The existing roadway width along 38<sup>th</sup> St N is 32 feet. Typically, the width of any turn lanes at an intersection is the same as that of the adjacent through lane. In rare cases where there is right-of-way constraints, it may be justified to provide a narrower width.

The crash history and capacity analysis results do not satisfy the requirements to consider right turn lanes on the major approach of the signalized study intersection. The *Montana Traffic Engineering Manual* recommends the consideration of right turn lanes at any signalized intersection where the projected right-turning volume is greater than 300 vehicles per hour (vph) and where there is greater than 300 vph per lane on the mainline. The projected right turn volumes are under 300 vehicles per hour under No-Build and Build conditions in 2027. For these reasons, right turn lanes are not required at the 38<sup>th</sup> St N/2<sup>nd</sup> Ave intersection.

**Driveway Accesses (along 2<sup>nd</sup> Ave and 38<sup>th</sup> St N)**

The future driveway access along 2<sup>nd</sup> Ave currently have dedicated eastbound left turn lanes. There are no southbound left turn lanes to the future driveway access on 38<sup>th</sup> St N. The manual has no left turn lane guidelines for unsignalized intersections on two lane highways with speed limit under 45 mph. The capacity analysis is not expected to improve the LOS criteria with the installation of southbound left turn lanes along 38<sup>th</sup> St N to the future driveway access. For these reasons, Southbound Left Turn Lanes are not required along the 38<sup>th</sup> St N driveway access.

The traffic volumes, crash history and capacity analysis results do not satisfy the requirements to consider right turn lanes on the 2<sup>nd</sup> Ave and 38<sup>th</sup> St N approaches.

***Turn Lane Bay Area***

The existing storage lengths available at the turn lanes of the unsignalized study intersections satisfy the minimum lengths recommended in the *Montana Traffic Engineering Manual* for unsignalized intersections. Also, the 95<sup>th</sup> percentile queuing and capacity analysis results indicate that the existing turn lane storage area is adequate.

The posted speed limit along 3<sup>rd</sup> Ave N, 2<sup>nd</sup> Ave N, Central Ave and 38<sup>th</sup> St N is under 45 mph. The Chapter 28 of *Montana Traffic Engineering Manual* indicates that under urban conditions and where the design speed is less than or equal to 45 mph, deceleration may have to be accomplished entirely within the travel lane, and the length of the turn lane will be solely based on providing adequate vehicle storage.

**Summary**

This study has been prepared to evaluate the traffic impacts associated with the proposed development of the multifamily residential apartment complex in Great Falls, MT. The study investigated the *No-Build* and *Build* traffic operations in the transportation network near the proposed development. Key points of the study are summarized below:

### **Trip Generation**

The proposed development is expected to generate 203, 246, and 2,912 vehicular trips in the daily *AM peak*, *PM peak*, and *daily*, respectively.

### **Traffic Operations**

- » The southbound approach of Central Ave and 38<sup>th</sup> St N is expected to experience unacceptable *delay* and *LOS E* in the *AM Peak* under *Build* conditions. However, the overall intersection is expected to operate with acceptable *delay* and *LOS*.
- » All other study intersections are expected to operate with acceptable *delay* and *LOS* during the year of opening, with no intersections operating worse than *LOS B* during the *peaks*.
- » Based on queuing analysis methodology previously identified, no significant queuing issues were identified in the No-Build and Build conditions.
- » Existing storage space within the dedicated left-turn bays of 2nd Ave N were found to be adequate within the No-Build and Build conditions

### **Safety Analysis**

- » From 2016 to 2020, 22 crashes were reported at the intersection of 38<sup>th</sup> St N and 2<sup>nd</sup> Ave N.
  - Most crashes (27%) were observed during the *AM peak*
  - Right angle crashes (50-percent) were the most prominent type of crashes
  - There were no fatal, serious injury, pedestrian, or bicycle related crashes
- » From 2016 to 2020, there were no crashes reported at the intersection of 38<sup>th</sup> St N and 3<sup>rd</sup> Ave N.

## **Recommendation**

### **Re-evaluate Signal Warrant Analysis at Central Ave and 38<sup>th</sup> St N Intersection**

The southbound approach of Central Ave and 38<sup>th</sup> St N is expected to experience unacceptable *delay* and *LOS E* in the *AM Peak* under *Build* conditions. However, the overall intersection is expected to operate with acceptable *delay* and *LOS*. The intersection is currently controlled by All-way Stops. The projected 2027 background traffic volume is expected to meet traffic signal warrant 1A and 2. It is recommended to re-evaluate signal warrant analysis closer to the year of opening of the development with updated traffic volumes to evaluate installation of a traffic signal. In 2027, assuming signal warrants are met at the intersection of Central Ave and 38<sup>th</sup> Street N, it is expected that the signal control or a roundabout at the intersection could mitigate the operation issues identified and improve the intersection to acceptable operations.

### **Side Street Stop at the new proposed driveway**

The development's new proposed approach, aligned with 3<sup>rd</sup> Ave N on 38<sup>th</sup> St N, is recommended to be stop controlled and no other recommendations were deemed necessary. The motorists using the sites driveway approach along 38<sup>th</sup> St N are expected to yield to vehicles traveling along 38<sup>th</sup> St N. While installing a stop sign on the site's driveway approach along 38<sup>th</sup> St N is optional, it is recommended that a stop sign be installed for safety benefits.



**IMPROVEMENT AGREEMENT FOR SILVER STONE ENTERPRISES DEVELOPMENT, LEGALLY DESCRIBED AS TRACT 1 AND TRACT 2 IN THE N 1/2 OF THE N 1/2 OF SECTIONS 8 AND 9, T20N, R4E, P.M.M., CASCADE COUNTY, MONTANA**

The following is a binding Agreement dated this 21<sup>st</sup> day of November, 2022, between Silver Stone Enterprises, hereinafter referred to as "Owner", and the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as "City", regarding the requirements for the annexation of a tract of land into the corporate limits of the City legally described as Tract 1 and Tract 2 in the N 1/2 of the N 1/2 of Sections 8 and 9, T20N, R4E, P.M.M., Cascade County, Montana, hereinafter referred to as "Subject Property". The Owner agrees to, and is bound by, the provisions of this Agreement, and by signing this Agreement, therefore agrees to terms applicable to the Subject Property. The City is authorized to enter into this Agreement by §§ 17.68.010-040 of the Official Code of the City of Great Falls (OCCGF).

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

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

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

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

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

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

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

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

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

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

**2. Duration.** The term of this Agreement begins at the date here above written and with the exceptions stated below, is a perpetual recorded agreement between the Owner and the City.

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

**2.2 Failure to Build.** The Owner's failure to complete improvements in accordance with the final construction plans may result in the City retaining the security required in Section 14 of this Agreement. It may also void this Agreement and the vested rights established by Section 9, below.

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

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

**3.1 Certificate of Survey.** The Certificate of Survey Number \_\_\_\_\_, to be filed on record in the Clerk and Recorder's Office of Cascade County, Montana, upon approval by the City of Great Falls.

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

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

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

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

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

**4.1.1** Before making changes, the Owner must submit revised plans to the Administrator for review. Failure to do this before the proposed change is made may be considered by the City to be a breach of this Agreement and a violation of the OCCGF. The Administrator shall respond to all proposed changes within fifteen (15) days of receipt of the revised plans.

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

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

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

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

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

**4.2.2** Changes in the approved uses may affect the traffic impacts of the annexation provided in the Traffic Impact Study (TIS). If it is found that a change in use increases traffic impacts beyond what was provided in the TIS, the TIS shall be amended and resubmitted for review by the Administrator. The Administrator has the discretion to require a new public review process for the project.

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

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

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

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

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

**5.5 Storm Drain Fee.** The Owner is responsible to pay a storm drain fee in the amount of \$250 per acre for the Subject Property. This would equal a total of \$3,916.00 for the total 15.664 acres of the Subject Property. The total storm drain fee is to be paid to the City no later than 30 days after the annexation resolution for the Subject Property is recorded.

**5.6 Application Fees.** In addition to the fees outlined above, application fees paid by the Owner are: the \$2,000.00 application fee for establishment of zoning, the \$500.00 application fee for annexation, and the \$200.00 application fee for an administrative plat which have been paid prior to this Agreement.

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

**7. On-Site Improvements.** The on-site improvements required prior to certificate of occupancy of any structure built upon the Subject Property shall include everything required to provide water, sanitary sewer, sanitary sewer industrial pretreatment (as applicable), fire protection, storm drainage, storm water quality treatment, access, and other requirements as may be required by OCCGF. Access for purposes of emergency vehicles shall be installed to the City specifications prior to the issuance of any building permits for the Subject Property. The Owner shall provide public utility easements for all required public utilities. The Owner agrees to install on-site stormwater quality and quantity improvements consistent with City standards and submitted plans approved by the City of Great Falls. Stormwater quantity and quality control measures must comply with standards of the City of Great Falls Storm Drainage Design Manual. The design, installation, inspection, and maintenance responsibilities of these improvements shall be approved by the City of Great Falls. Additionally, an enforceable operation and maintenance agreement with the City and the Owner is required to ensure private stormwater control measures function properly.

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

**9. Vested Rights.** The approval of this Agreement by the City creates a vested right that protects the Owner from changes in the zoning regulations of Title 17 of the OCCGF. This vested right does not exempt the Owner from compliance with other provisions of the OCCGF, including specifically those intended to prevent and remediate public nuisances, nor does it protect the Owner from changes in the City's building codes and fees, development fees, and inspection fees. This vested right does not exempt the owner from compliance with changes to state and federal requirements, including those of the Montana Department

of Transportation (MDT). This vested right may be voided, in whole or in part, if the Owner proposes substantial changes in the approved final construction plans of the development of the Subject Property.

**10. Access.** The project shall have no vehicular connections to the alley located between the subject property and the properties located south of 4<sup>th</sup> Avenue North. All vehicular traffic will ingress/egress from the access points shown on the attached Site & Infrastructure Plan along 38<sup>th</sup> Street North and 2<sup>nd</sup> Avenue North. The Owner shall construct and dedicate right of way for a new vehicular turnaround to facilitate fire protection and sanitation service connecting 3<sup>rd</sup> Avenue North and the alley to the south along the eastern property line of the Subject Property as shown on Certificate of Survey \_\_\_\_\_. The Owner shall construct this turnaround consistent with City standards and submitted plans approved by the City of Great Falls. This turnaround shall be fenced and there shall be no vehicular connection made between the proposed development and the turnaround.

**11. Required Public Improvements.** The public improvements required for the development of the Subject Property shall be installed as shown on the final construction plans that are submitted to and approved by the City of Great Falls prior to issuance of the applicable Certificates of Occupancy for each development phase. As an alternative, the Owner may provide a financial security for said improvements as prescribed in Section 13.

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

**11.2 Sanitary Sewer.** All buildings upon the subject property shall be served by sanitary sewer as shown on the proposed Site & Infrastructure Plan. Installation of a public sanitary sewer main shall extend from the existing eight (8) inch main that crosses 38<sup>th</sup> Street North from the alley between 2<sup>nd</sup> Avenue North and 3<sup>rd</sup> Avenue North as shown on the proposed Site & Infrastructure Plan. The City shall be responsible for the reconstruction or lining of the existing main located between 38<sup>th</sup> Street North to the first manhole east of 38<sup>th</sup> Street North. The remainder of the sewer main is responsibility of the Owner. An additional sewer main shall be extended from the east side of the property. This sewer main shall be the responsibility of the owner as shown on the proposed Site & Infrastructure Plan. Sanitary sewer mains shall be constructed consistent with City standards and submitted plans approved by the City of Great Falls. The improvements shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. Any portion of sewer main service located outside of the public right-of-way shall be located in a minimum 20-foot wide public utility easement, the location of which shall be approved by the City. The improvement is to be owned and maintained by the City upon completion.

**11.3 Roadways and Sidewalks.** The Owner agrees to construct and/or reconstruct curbing, sidewalk, and boulevard landscaping along 38<sup>th</sup> Street North and 2<sup>nd</sup> Avenue North adjacent to the Subject Property as construction commences adjacent to those locations. Design and installation shall be consistent with City standards and submitted plans approved by the City of Great Falls. All boulevard improvements, including curbing, sidewalks, and landscaping shall be maintained by the Owner. In the event apartment construction does not commence adjacent to 2<sup>nd</sup> Avenue North, a curbside sidewalk must still be installed to provide pedestrian access along 2<sup>nd</sup> Ave North along the entire frontage of the Subject Property within five (5) years after annexation, unless an extension is granted by the Administrator to the Owner.

**12. Improvements to 2<sup>nd</sup> Avenue North.** The Owner is required to construct all MDT and City of Great Falls required improvements along the Subject Property frontage with 2<sup>nd</sup> Avenue North.

**13. Traffic Impact Improvements.** The Owner agrees to pay for its anticipated proportionate share of future improvements to the intersection of 38<sup>th</sup> Street North and 2<sup>nd</sup> Avenue North, unless the Montana Department of Transportation (MDT) does not authorize such improvements. The required contribution for this future intersection improvement shall be made via escrow within ninety (90) days of annexation. The Traffic Impact Study submitted on behalf of the Owner estimates that new southbound left turns on 38<sup>th</sup> Street will be approximately 10% greater in 2027 than if the project was not constructed, and will also cause total left turns to exceed the 100 vehicles per hour threshold where dedicated left turn lanes are recommended by the Federal Highway Administration. The Owner's contribution shall not exceed \$50,000, which is roughly ten (10) percent of the current cost of improving the intersection as estimated by the City's 3<sup>rd</sup> Party Engineering Consultant.

**14. Warranty, Ownership and Inspection of Public Improvements.** The Owner is responsible for the repair or replacement of any faults in the materials or workmanship of the required on-site and off-site public improvements for a period of two years from the date those improvements are accepted for maintenance by the City. This warranty will be enforced by the City receiving 10% of the security required by Section 15 of this Agreement for the two-year warranty period. That sum will be released at the end of two years unless the parties are involved in a dispute about the condition, repair, or replacement of any of the required improvements, in which case funds will be held by the City until that dispute is resolved. The release of warranty funds follow the procedure established in Section 15 of this Agreement for the release of securities.

Installation of all sidewalks, curb ramps, water, sewer, storm drain, and other public improvements for the Subject Property shall be subject to the City's inspection policy in place at the time of installation.

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

The security required by this section shall be returned or released upon acceptance of the required improvements, except as provided in Section 14. Following the final required inspection and City Approval of the public improvements, the Director of Public Works shall promptly inform the Administrator, in

writing, that all improvements have been inspected and are acceptable for maintenance by the City. If all other improvements relating to the development of the Subject Property are in compliance with all conditions of approval, this Agreement, and the OCCGF, the Administrator shall then instruct the City Clerk to release the security to the Owner, minus the retained portion to be held in warranty as required by Section 14 of this Agreement.

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

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

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

**19. City Acceptance and Zoning.** In consideration of the terms of this Agreement, the City hereby accepts the Subject property for incorporation by annexation into the corporate limits of the City of Great Falls, Montana, with an assigned City zoning classifications of R-6 Multi-family High Density north of the center-line of the alley between 2<sup>nd</sup> Avenue North and 3<sup>rd</sup> Avenue North, and C-1 Neighborhood Commercial south of the center-line of the alley between 2<sup>nd</sup> Avenue North and 3<sup>rd</sup> Avenue North for the Subject Property.

**20. Limitation of Liability.** The City will conduct a limited review of plans and perform inspections for compliance with requirements set forth in this agreement and/or in applicable law. The scope of such review and inspections will vary based upon development type, location and site characteristics. The Owner is exclusively responsible for ensuring that the design, construction drawings, completed construction, and record drawings comply with acceptable engineering practices, State requirements, and other applicable standards. The City's limited plans review and inspections are not substantive reviews of the plans and engineering. The City's approval of any plans or completed inspections is not an endorsement of the plan or approval or verification of the engineering data and plans. Neither the Owner, nor any third party may rely upon the City's limited review or approval.

The Owner shall indemnify, hold harmless and defend the City of Great Falls, its officers, agents, servants and employees and assigns from and against all claims, debts, liabilities, fines, penalties, obligations and costs including reasonable attorney fees, that arise from, result from or relate to obligations relating to that owner's properties described herein. Upon the transfer of ownership of the properties, the prior owner's (whether it is the Owner that signed this Agreement or a subsequent owner) indemnity obligation

herein for the transferred properties is released as to that owner and the indemnity obligation runs to the new owner of the properties. Only the owner of the parcel of property at the time the City incurs the claim, debt, liability, fine, penalty, obligation or cost is obligated to indemnify, and no owner of properties is obligated to indemnify for adverse conditions on property owned by someone else. This indemnification by the Owner of the property shall apply unless such damage or injury results from the gross negligence or willful misconduct of the City.

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

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

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

\_\_\_\_\_  
Gregory T. Doyon, City Manager

ATTEST:

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

(Seal of City)



APPROVED FOR LEGAL CONTENT\*:

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

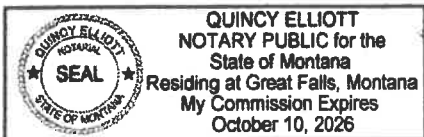
\*By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other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

Silver Stone Enterprises  
By: \_\_\_\_\_  
Its: VICE PRESIDENT

State of Montana )  
:ss.  
County of Cascade )

On this 2nd day of November, in the year Two Thousand and Twenty, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Trace Timmer, known to me to the persons whose names are subscribed to the instrument within and acknowledged to me that they executed the same.

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



Quincy Elliott  
Notary Public for the State of MT

(NOTARIAL SEAL)

**Exhibit 20-1. Principal Uses by District**

| Use                                     | R-6 | C-1 | Special Standards |
|---|-----|-----|-------------------|
| Agriculture, horticulture, nursery      | -   | -   | 17.20.6.005       |
| Mobile home/park                        | -   | -   | 17.20.6.010       |
| Residence, single-family detached       | P   | P   |                   |
| Residence, zero lot line                | P   | -   | 17.20.6.020       |
| Residence, two-family                   | P   | P   |                   |
| Residence, multi-family                 | P   | P   | 17.20.6.040       |
| Residence, townhouse                    | P   | -   | 17.20.6.050       |
| Residence, manufactured/factory-built   | P   | P   | 17.20.6.060       |
| Retirement home                         | P   | P   |                   |
| Community residential facility, type I  | P   | -   |                   |
| Community residential facility, type II | P   | -   |                   |
| Day care center                         | C   | P   |                   |
| Emergency shelter                       | -   | C   |                   |
| Family day care home                    | P   | P   |                   |
| Group day care home                     | P   | P   |                   |
| Nursing home                            | C   | P   |                   |
| Campground                              | -   | -   | 17.20.6.070       |
| Hotel/motel                             | -   | P   |                   |
| Micro-brewery                           | -   | -   | 17.20.6.080       |

|                                 |   |   |             |
|---------------------------------|---|---|-------------|
| Restaurant                      | - | P | 17.20.6.080 |
| Tavern                          | - | P | 17.20.6.080 |
| Agriculture sales               | - | - |             |
| Auction sales                   | - | - |             |
| Construction materials sales    | - | - |             |
| Convenience sales               | - | P |             |
| General sales                   | - | P |             |
| Manufactured housing sales      | - | - |             |
| Off-site liquor sales           | - | P |             |
| Secondhand sales                | - | P |             |
| Shopping center                 | - | C |             |
| Administrative services         | - | P |             |
| Commercial kennel               | - | - | 17.20.6.090 |
| Financial services              | - | P |             |
| Funeral home                    | - | P |             |
| General services                | - | P |             |
| Professional services           | C | P |             |
| Sexually-oriented business      | - | - | 17.20.6.100 |
| Veterinary clinic, large animal | - | - |             |
| Veterinary clinic, small animal | - | C | 17.20.6.110 |
| Large equipment rental          | - | - |             |
| Small equipment rental          | - | - |             |
| General repair                  | - | P |             |

|   |   |   |             |
|---|---|---|-------------|
| Vehicle fuel sales                      | - | C |             |
| Vehicle repair                          | - | - | 17.20.6.120 |
| Vehicle sales and rental                | - | - |             |
| Vehicle services                        | - | C |             |
| Agricultural commodity storage facility | - | - |             |
| Climate controlled indoor storage       | - | P |             |
| Fuel tank farm                          | - | - |             |
| Mini-storage facility                   | - | - | 17.20.6.130 |
| Freight terminal                        | - | - |             |
| Warehouse                               | - | - |             |
| Casino, type I                          | - | - | 17.20.6.140 |
| Casino, type II                         | - | - | 17.20.6.150 |
| Indoor entertainment                    | - | - |             |
| Indoor sports and recreation            | - | - |             |
| Golf course/driving range               | C | - |             |
| Miniature golf                          | - | - |             |
| Outdoor entertainment                   | - | - |             |
| Park                                    | P | P |             |
| Recreational trail                      | P | P |             |
| Administrative governmental center      | - | P |             |
| Animal shelter                          | - | - | 17.20.6.160 |
| Cemetery                                | C | - | 17.20.6.170 |
| Civic use facility                      | C | - |             |

|   |   |   |             |
|---|---|---|-------------|
| Community center                        | C | C |             |
| Community cultural facility             | C | P |             |
| Community garden                        | P | C | 17.20.6.175 |
| Public safety facility                  | C | C |             |
| Worship facility                        | C | P | 17.20.6.180 |
| Health care clinic                      | - | P |             |
| Health care facility                    | - | - |             |
| Health care sales and services          | - | P |             |
| Commercial education facility           | - | P |             |
| Educational facility (K–12)             | C | C | 17.20.6.200 |
| Educational facility (higher education) | - | C |             |
| Instructional facility                  | - | P |             |
| Composting facility                     | - | - | 17.20.6.210 |
| Recycling center                        | - | - | 17.20.6.220 |
| Solid waste transfer station            | - | - | 17.20.6.230 |
| Amateur radio station                   | P | - | 17.20.6.240 |
| Telecommunication facility              |   |   | 17.20.6.250 |
| Concealed facility                      | C | P |             |
| Unconcealed facility                    | - | C |             |
| Co-located facility                     | - | P |             |
| Utility installation                    | C | C |             |
| Airport                                 | - | - |             |
| Bus transit terminal                    | - | - |             |
| Heli-pad                                | - | - | 17.20.6.260 |

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|                                  |   |   |             |
|----------------------------------|---|---|-------------|
| Parking lot, principal use       | - | P |             |
| Parking structure                | - | - |             |
| Railroad yard                    | - | - |             |
| Taxi cab dispatch terminal       | - | - |             |
| Contractor yard, type I          | - | - | 17.20.6.270 |
| Contractor yard, type II         | - | - | 17.20.6.280 |
| Artisan shop                     | - | P |             |
| Industrial, heavy                | - | - |             |
| Industrial, light                | - | - |             |
| Industrial park                  | - | - |             |
| Junkyard                         | - | - | 17.20.6.290 |
| Light manufacturing and assembly | - | - | 17.20.6.300 |
| Motor vehicle graveyard          | - | - | 17.20.6.310 |
| Motor vehicle wrecking facility  | - | - | 17.20.6.320 |

- The use is not permitted in the district
  - C The use is allowed through the conditional use process
  - P The use is permitted in the district by right, consistent with the development standards contained in Article 6 of this chapter, as appropriate
- (Ord. No. 3056, § 1, 8-17-2010; Ord. No. 3068, § 2, 4-5-2011; Ord. No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012; Ord. 3166, 2017; Ord. 3221, 2020)

**Exhibit 20-2. Accessory uses by district**

| Use                              | R-6 | C-1 | Special Standards |
|----------------------------------|-----|-----|-------------------|
| Accessory living space           | P   | P   | 17.20.7.010       |
| Agriculture, livestock           | -   | -   | 17.20.7.080       |
| ATM, exterior                    | -   | P   | 17.20.7.020       |
| Bed and breakfast                | C   | C   | 17.20.7.030       |
| Fences                           | P   | P   | 17.20.7.040       |
| Gaming, accessory                | -   | -   | 17.20.7.050       |
| Garage, private                  | P   | P   | 17.20.7.060       |
| Home occupation                  | P   | P   | 17.20.7.070       |
| Private stable/barn              | -   | -   | 17.20.7.080       |
| Residence, accessory             | -   | P   | 17.20.7.085       |
| Roadside farmer's market         | -   | -   | 17.20.7.090       |
| Storage containers               | -   | -   | 17.20.7.100       |
| Wind-powered electricity systems | P   | P   | 17.20.7.110       |

- The use is not permitted in the district
  - C The use is allowed in the district through the conditional use process
  - P The use is permitted in the district by right, consistent with the development standards contained in Article 7 of this chapter, as appropriate
- (Ord. No. 3034, § 1, 7-21-2009; Ord. No. 3056, § 1, 8-17-2010; Ord. No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012)

- The use is not permitted in the district
  - C The use is allowed in the district through the conditional use process
  - P The use is permitted in the district by right, consistent with the development standards contained in Article 8 of this chapter, as appropriate
- (Ord. No. 3056, § 1, 8-17-2010; Ord. 3221 , 2020)

**Exhibit 20-3. Temporary uses by district (see 17.20.8.010 for Special Standards)**

| Use                              | R-6 | C-1 | Special Standards |
|----------------------------------|-----|-----|-------------------|
| Garage sales                     | P   | P   | 17.20.8.015       |
| Itinerant outdoor sales          | -   | -   | 17.20.8.020       |
| On-site construction office      | P   | P   | 17.20.8.030       |
| On-site real estate sales office | P   | -   | 17.20.8.040       |
| Outdoor entertainment, temporary | -   | -   |                   |
| Sidewalk café                    | -   | P   | 17.20.8.050       |
| Sidewalk food vendor             | -   | -   | 17.20.8.060       |

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## **Article 4 LOT AREA AND DIMENSIONAL STANDARDS**

### **Sections:**

#### **17.20.4.010 Generally.**

Lots and buildings shall conform to the dimensional standards specified in Exhibit 20-4.

#### **17.20.4.020 Exceptions.**

The following are exemptions to the standards:

1. The requirements for the rear yard on through lots do not apply when the area of such required rear yard is provided elsewhere on the lot.
2. Every part of a required yard shall be open from its lowest points to the sky unobstructed, except for the projections of sills, belt courses, cornices, and ornamental features not to exceed four (4) inches.
3. Open or lattice enclosed fire escapes, fireproof outside stairways, and solid floored balconies opening upon fire towers, projecting into a yard not more than five (5) feet or into a court not more than three and one-half (3½) feet and the ordinary projections of chimneys and flues shall be permitted where the same are so placed as not to obstruct the light and ventilation.
4. An unenclosed front porch on a single family residence may extend into the front yard setback up to nine (9) feet, provided the porch does not occupy more than sixty (60) percent of the width of the main part of the house.
5. Steps and eaves are allowed to encroach into the front and side yard setbacks.

#### **Exhibit 20-4. Development standards for residential zoning districts**

(See footnotes below for additional standards)

| <b>Standard</b>  | <b>R-6</b>  |
|--|---|
| Residential density  | 500 sq. feet of lot area per dwelling unit  |
| Minimum lot size for newly created lots                        | 7,500 sq. feet  |
| Minimum lot width for newly created lots                       | 50 feet   |
| Lot proportion for newly created lots (maximum depth to width) | 2.5:1   |
| Maximum building height of principal building                  | 65 feet   |
| Minimum front yard setback [2]                                 | 15 feet   |
| Minimum side yard setback [3]                                  | 5 feet; 10 feet if adjoining a R-1, R-2, R-3 district                             |
| Minimum rear yard setback                                      | 15 feet   |
| Maximum lot coverage of principal and accessory structures     | Corner lot: 70%<br>Other types: 60%   |
| Maximum building height  | 24 feet   |
| Minimum front yard setback [5]                                 | 15 feet, but may not be closer to the front lot line than the principal structure |

|                           |  |
|---------------------------|--|
| Minimum side yard setback | 5 feet; 10 feet if adjoining an R-1, R-2, R-3 district |
| Minimum rear yard setback | 5 feet   |

[1] Attached private garages are considered a part of the principal building for application of height and setback development standards, but must conform to all standards found in 17.20.7.060. ( Ord. 3232 , 2021)

[2] See Section 17.20.6.020 for side yard requirements for zero lot line projects and Section 17.20.7.010 for accessory buildings with accessory living spaces. ( Ord. 3232 , 2021; Ord. 2950, 2007)

[3] An existing structure that does not meet the setback requirements stated above can be rebuilt on its original foundation or the original foundation location. ( Ord. 3232 , 2021)

[4] For townhomes, see Section 17.20.6.050 for additional and superseding requirements. ( Ord. 3232 , 2021)

[5] If a principal structure is located greater than 50 feet from the front lot line, the accessory structure may be located closer to the front lot line, provided that the accessory structure meets the minimum front yard setback. ( Ord. 3232 , 2021)

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

| <b>Standard</b>   | <b>C-1</b>  |
|---|---|
| Residential density   | n/a   |
| Minimum lot size for newly created lots                         | 7,500 sq. feet  |
| Minimum lot width for newly created lots                        | 50 feet   |
| Lot proportion for newly created lots (maximum depth to width)  | n/a   |
| Maximum building height of principal building                   | 35 feet   |
| Maximum building height of accessory building                   | 24 feet, but may not be higher than the uppermost elevation of the principal building |
| Minimum front yard setback of principal and accessory buildings | 15 feet   |
| Minimum side yard setback of principal and accessory buildings  | 10 feet each side   |
| Minimum rear yard setback of principal and accessory buildings  | 15 feet   |
| Maximum lot coverage of principal and accessory buildings       | Corner lot: 50%<br>Other lots: 40%  |

( Ord. 3232 , 2021; Ord. No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-201

(Supp. No. 15)

Created: 2022-04-24 21:23:08 [EST]



**Jamie Nygard**

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**From:** Tiffany Aldinger <tiffany.aldinger@gmail.com>  
**Sent:** Thursday, October 20, 2022 4:23 PM  
**To:** Jamie Nygard  
**Subject:** Silver Stone Annexation

October 20, 2022

Dear City of Great Falls Officials:

We are writing to request that you deny the proposed 432-unit Silver Stone apartment complex at the corner of 2<sup>nd</sup> Avenue North and 38<sup>th</sup> Street North as written.

While there is undeniably a need for housing in Great Falls, adding more than 400 units and 1,000 people onto 16 acres is not the way to do it. This development would be directly adjacent to three schools, and according to studies, would increase the number of vehicle trips by 2,000 a day. We worry about the safety of the children walking to school, in addition to the impact so much traffic will have at the intersections. Already, 38<sup>th</sup> Street is busy and backed up in the mornings and afternoons. If you haven't had the chance to, we would invite you to drive by 38<sup>th</sup> Street and Central Avenue at 8 a.m. and 3:30 p.m. any school day and then imagine adding an additional 2,000 vehicles.

The congestion would force traffic onto side streets, where children can often be found playing and riding their bikes. These neighborhoods are very family-oriented and increasing traffic would have a severely negative effect on families and their safety.

In addition, we worry about parking. While spots are planned for the complex, will it be enough for tenants and visitors? As it is, there is no parking on 2<sup>nd</sup> Avenue North or 38<sup>th</sup> Street North – where will additional cars find parking?

You may have heard that after fierce backlash from the community, Columbia Falls recently voted against a similar-sized development that was set to be built on almost 50 acres of land. Great Falls would be taking the same size development and putting it in an area a third the size.

We are not against developing that land with housing. However, it needs to be done in a responsible way. A complex half the size with buildings no larger than two stories would be a much better solution.

Thank you for your time. We would be happy to discuss our concerns with you further should you be interested.

Sincerely,

Tiffany Aldinger and Neil Tredray

3816 4<sup>th</sup> Ave. N. No. 11

(406) 788-1120

## Jamie Nygard

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**From:** Craig Raymond  
**Sent:** Monday, October 24, 2022 6:07 AM  
**To:** Brad Eatherly; Thomas Micuda; Jamie Nygard  
**Subject:** Fwd: Siverstone Proposal at 3801 2nd Ave. North

To be included for PB members as public comment and into the record please.  
 Craig

Sent via the Samsung Galaxy S21 5G, an AT&T 5G smartphone  
 Get [Outlook for Android](#)

---

**From:** Gordon Whirry <gwhirry@gmail.com>  
**Sent:** Saturday, October 22, 2022 10:16:35 AM  
**To:** Craig Raymond <craymond@greatfallsmt.net>; silverstone@bresnan.net <silverstone@bresnan.net>  
**Subject:** Siverstone Proposal at 3801 2nd Ave. North

Craig,

I am pleased to see a high density residential development proposed by Silverstone at 3801 2nd Ave. North. This vacant area has long been a good prospect for such a project. However the schematic plan raises some concerns for me. The site plan and buildings shown will result in a highly regimented, barracks-like environment which may not be an appealing place to live. All units appear to be identical which would not provide a variety of unit sizes. Turnaround provisions for emergency vehicles need to be improved. Dealing with the fatty clay soils will require careful attention to foundation design.

I would like to see the Planning Board and City staff encourage something better than a cookie-cutter approach with more variety and creativity in units and layout. Improved aesthetics will increase market appeal and long-term project viability.

Gordon Whirry  
 406-781-6107

## Jamie Nygard

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**From:** Lonnie Hill  
**Sent:** Monday, October 24, 2022 8:17 AM  
**To:** Craig Raymond; Thomas Micuda; Jamie Nygard  
**Subject:** FW: [Lonnie Hill] Annexation of the property addressed as 3801 2nd Avenue North and legally described as Mark 5 within the N ½ NW NW of Section 9, T20N, R4E, PMM, Cascade County, Montana; and establishment of City zoning classification of R-6, Multi-fa

All – Another comment submitted through the “Contact Us” form through the City webpage.

-Lonnie

---

**From:** City of Great Falls Montana <greatfalls-mt@municodeweb.com>  
**Sent:** Sunday, October 23, 2022 3:27 PM  
**To:** Lonnie Hill <lhill@greatfallsmt.net>  
**Subject:** [Lonnie Hill] Annexation of the property addressed as 3801 2nd Avenue North and legally described as Mark 5 within the N ½ NW NW of Section 9, T20N, R4E, PMM, Cascade County, Montana; and establishment of City zoning classification of R-6, Multi-fam...

Chris Ward ([christopher.ward@q.com](mailto:christopher.ward@q.com)) sent a message using the contact form at <https://greatfallsmt.net/>.

For the proposed Silverstone development, please consider the following comments.

1. I support providing a sidewalk/bike connection to 40th St N. as described in the recent planning documents to allow nonmotorized connectivity to the street network. Is there a reason why vehicular access could not be provided? Providing that connection should tend to reduce the issues identified at the 38th and 2nd Ave N. intersection by not unnecessarily concentrating traffic and creating out of direction traffic. Providing access away from the busy intersection should reduce the number of vehicle conflicts and improve safety.
2. I understand the thought behind restricting vehicular access to 3rd Ave N and the alley to the east of the development and providing the service loop for fire and trash trucks. It sounds like there will be a fence along there. Is there a reason a gap could not be left to allow pedestrian and bicycle access to the public right of way on 3rd Ave N?
3. Where new sidewalk needs to be constructed along the 38th and 2nd Ave N frontages, boulevard sidewalks should be used. Curb adjacent sidewalks reduce the sense of safety for pedestrians on busy higher speed roadways. Boulevard strips provide room for snow storage, are a better location for landscaping and provide traffic calming effect.
- 4 Public roadway lighting should be a requirement on 2nd Ave N particularly with the addition of new curbs and sidewalks. Boulevard sidewalks would provide more room for installing street light poles and location of lighting should be planned for in the site design.
5. Where site accesses cross sidewalks, use alley-style concrete apron driveways rather than curb returns. The sidewalk should be continuous across the driveways to emphasize to drivers that they are crossing a pedestrian right of way. Continuous sidewalk is easier to travel for mobility impaired people and people using strollers.

October 23, 2022

To the Great Falls Planning Advisory Board/Zoning Commission:

I am writing this letter and email to you since I am unable to be at the public hearing at that time.

I am in very much against the plan of proposed new Silver Stone Apartment by Timmer located on 38<sup>th</sup> and 2<sup>nd</sup> Ave. N. With 432 apartments are quite too many for our neighborhood. I don't approve of having 3 stories of Apartment which is quite too much and would feel so cramped in this area. I really expected that this lot would be more friendly neighbor with having several homes built behind my house. The 38<sup>th</sup> street will be impacted with heavy traffic. The 38<sup>th</sup> street is the "main" route down from 10<sup>th</sup> Ave. South to Northwest by pass. I live on 4<sup>th</sup> Ave North and there are times that is quite difficult to make left turn to 38<sup>th</sup> southbound especially in the morning. The 2<sup>nd</sup> Ave North is also heavy with traffic during the rush hours. It is not recommended to have 432 apartments being built on this lot. Please denied this proposal.

Thank you,

Brenda LeMieux



4<sup>th</sup> Avenue North @38<sup>th</sup> Street Condos  
P.O Box 6344

Great Falls, MT 59405

September 7, 2022

We the owners of the 4<sup>th</sup> Avenue North @38<sup>th</sup> Street Condos would request the city or Great Falls, Montana consider the parking issue in the alley of 38<sup>th</sup> Street and 4<sup>th</sup> Ave North. Each condo includes a 1 stall garage and no on property additional parking for guests or for owners with more than 1 vehicle.

Currently guests and owners with more than 1 vehicle have parked on the north edge of the vacant lot between the alley way and 2<sup>nd</sup> Avenue north.

After reviewing the Silverstone Apartments project site plan. We the owners of the above mentioned address will be forced to park in the alleyway, which will create a problem for emergency vehicles, United States postal deliveries, trash collection, delivery personnel, and everyday traffic.

We the owners request the city of Great Falls, MT be proactive and address this potential disaster.

In your future planning of the Silverstone Apartment project by providing ample setback to accommodate the following property owners.

3824 4<sup>th</sup> Ave North

Condo #3

Steve and Carol Bucher

Signature Steve Bucher Date 9-7-22  
Signature Carol Bucher Date 9-7-22

3824 4<sup>th</sup> Ave North

Condo #4

Jordann Forster

Signature Jordann Forster Date 9/6/2022

3820 4<sup>th</sup> Ave North

Condo #7


Duane and Elizabeth Olson

Signature Duane A. Olson Date 9/6/2022  
Signature Elizabeth A. Olson Date 09/06/2022

3820 4<sup>th</sup> Ave North

Condo #8

Steve Foss

Signature  Date 9-6-22

3816 4<sup>th</sup> Ave North

Condo #11


Tiffany Aldinger

Signature  Date 9/6/22

3816 4<sup>th</sup> Ave North

Condo #12

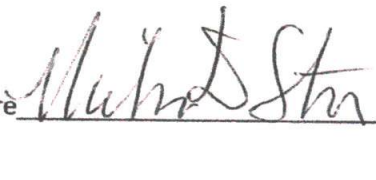
Donna Giles

Signature  Date 9-6-22

3816 4th Ave North

Condo #15

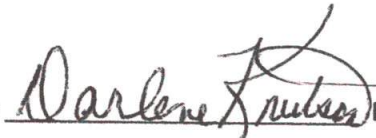
Nichole Stone

Signature  Date 9/6/2022

3816 4<sup>th</sup> Ave North

Condo # 16

Steve Larocque

Signature  Date 9-7-2022

We the above signed appreciate your consideration and thank you in advance for your cooperation

Sincerely,



Steve Bucher

President of Condo Association

Phone 406-949-4442

E-mail [springcreeksteve@yahoo.com](mailto:springcreeksteve@yahoo.com)

4<sup>th</sup> Avenue North at 38<sup>th</sup> Street Condominium Owners Association  
P.O. Box 634  
Great Falls, MT 59405

City Great Falls, Montana Commissioners

Introduction: Steve Bucher 3824 4<sup>th</sup> Ave North #3 Great Falls, MT

The issue we/I are/am here to address this evening is the vacant land between the alley of 4<sup>th</sup> Ave North and 2<sup>nd</sup> Ave North east of 38<sup>th</sup> Street the proposed location for Silverstone Apartments. As proposed this would leave the following residents of 3812 4<sup>th</sup> Ave North #15 & #16, 3816 4<sup>th</sup> Ave North #12 & #11, 3820 4<sup>th</sup> Ave North #7 & #8 and 3824 4<sup>th</sup> Ave North #3 & #4 with no where to park vehicles. This circumstance would have an impact on more than just the above mentioned addresses,

RE: Letter Dated September 7, 2022

Issues for consideration:

Every condo has 2 bedrooms which may potentially require people to come and go at different times of day requiring more than (1) one vehicle which will be forced to park in the alley way.

Currently 5 of the 8 condos house multiple persons who have various schedules requiring more than (1) one vehicle requiring parking

Currently 3 of the 8 condos house mobility challenged persons requiring handicapped vans for transportation requiring approx 9 ft for loading and unloading.

Considering the present alleyway width entering and exiting the garages is not possible with a full size car or pickup without driving on the adjoining empty lot

The current width of the alley on 4<sup>th</sup> Ave North and 38<sup>th</sup> Street is 17 ft.

A parked car or pickup in the alley could be 7ft to 8 ft wide excluding the exterior mirrors, leaving approx 9 to 10 ft of working or traffic area in the alleyway.

Fire Trucks Approx 8ft+ wide, with doors open adds another estimated 4ft equaling 12 ft

This leaves literally no area for fire personal with all gear to work safely

Ambulances Approx 8ft wide, with doors open adds another estimated 4 ft equaling 12 ft

This leaves literally no area area for Emergency personal to work safely with the required equipment to do their job safely and efficiently.

USPS truck approx 7ft wide leaving 2 to 3 ft for traffic to flow east or west

Trash Collection trucks approx 8 ft wide leaving approx 1 to 2 ft for east and west traffic

We have residents who are mobility challenged and require a ramp to enter and exit their means of transportation this most times requires a van with a ramp van is 6 ft wide ramp is 3 ft total width 9ft leaving no area for traffic to flow east or west

Service vehicles Northwest Energy, Energy West, Spectrum, and AT&T full size pickups and vans

Approx 7 ft wide leaving 2 to 3 ft for traffic flowing east to west

For your consideration

Repave the alley and paint a white line out 7 ft from the south condos to accommodate service vehicles and residents loading and unloading of articles such as groceries.

Make the alley wide enough to safely allow traffic to flow east and west

Level and surface an area south of the alleyway 240 ft east and west by 50 ft north and south to allow parking for the condo owners with multiple vehicle and any guests they may have

This would be less than ¼ of an acre a small portion of the approx 16 acres the Silverstone apartments are proposing to build to accommodate 400 plus apartments

The condos on the north side have 37 ft of driveway and 32 ft of street running east and west.

In comparing all things we the 4<sup>th</sup> Ave North At 38<sup>th</sup> Street Condo Association owners feel this is a small request of the city of Great Falls

Thank You for your time and look forward to you cooperation.





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 springcreekste... 469

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 Unread  
 Starred  
 Drafts 12  
 Sent  
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 Spam  
 Trash  
 ^ Less

Views Hide

- 📷 Photos
- 📄 Documents
- 📧 Subscriptions
- 🛒 Shopping
- 📄 Receipts
- ➔ Travel

Folders Hide

- + New Folder
- security system
- switzerland





Commission Meeting Date: December 6, 2022

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Change Order #1: Missouri River North Bank Stabilization Phase 1, O.F. 1693.0

**From:** Engineering Division

**Initiated By:** Public Works Department

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

**Action Requested:** Approve Change Order #1

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) change order #1 in the amount of \$167,733 and increase the total contract amount from \$581,700 to \$749,473.”

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

---

**Staff Recommendation:** Approve Change Order #1.

**Summary:**

On August 2, 2022, the City Commission approved a contract award in the amount of \$581,700 to Winkler Excavating for the Missouri River North Bank Stabilization Phase I. The project will stabilize the bank along the North shore of the Missouri River using a revetment (a facing of impact-resistant material applied to a riverbank), where erosion is threatening both a 36-inch buried sewer line and the Rivers Edge Trail. During the excavation process for the revetment, work crews encountered ground water and discovered petroleum contamination seeping into the dig area. No contamination entered into the active stream during any of the contractor’s activities. Design changes in the revetment, not contemplated in the construction contract, are necessary to encapsulate the contamination. The modifications require a \$167,000 increase in the cost of the construction contract with Winkler.

**Project History:**

***Need for Bank Stabilization Along Black Eagle Reservoir.*** This project had its genesis in 2002, when the Cascade Conservation District (CCD) sponsored the Missouri River Urban Corridor Inventory & Assessment (“Assessment”). The purpose of the study was to document existing conditions and provide potential restoration and enhancement opportunities for the urban shoreline along the Missouri River as it flows through Great Falls. The study, prepared by Land and Water Consulting (now known as WWC-Western Water Consulting) identified the reach along the north bank of the Missouri, which runs from the 9th Street Bridge upstream approximately 1,440 feet (“Project Area”), as the highest priority for bank

stabilization. This finding prompted CCD to fund preparation of a Preliminary Engineering Report for the Project Area (*CCD Urban Corridor/Black Eagle Reservoir Watershed Project, published November 2015*). The Preliminary Engineering Report (PER) was also prepared by WWC.

**Phase I.** On March 16, 2021 the City commission voted to accept FEMA grant funding and move forward with Phase I of the Bank Stabilization Project. Phase I covers 810 feet of riverbank, beginning at the 9<sup>th</sup> Street Bridge and extending upstream. The City engaged WWC, who had previously prepared the Assessment and PER, to handle engineering design and construction inspection, at a contract price of \$130,600.

**Design Issues.** Consistent with the recommendations made in its 2015 PER, WWC recommended a revetment combining gabion baskets and riprap to stabilize the riverbank. The design called for the revetment to extend below the Missouri’s high-water mark. WWC prepared the design documents and the applications for applicable resource agency permits, including the Army Corps of Engineers (COE) permit. During the COE permitting process, the COE advised that for bank stabilization below the Missouri’s high-water mark, they would only allow gabion baskets, rip-rap, and other forms of “hard armor” revetment to extend for 300 feet along the riverbank. Anything in excess of 300 feet would require payment for mitigation credits.<sup>1</sup> Given the 1440 feet. length of the Bank Stabilization Project, WWC estimated the cost of the credits would be between \$372,000 and \$559,000, rendering the Bank Stabilization Project financially unfeasible. After considering alternative designs, WWC and the City agreed on a modification of the original design that moved the “hard armor” behind the high-water mark (roughly 2.5 feet.), increased the height of the wall section, and added reinforcement to the foundation. COE approved the revised plans on March 16, 2022.

**Construction Contract Award.** On August 2, 2022 the City Commission approved the award of the construction contract for Phase I to Winkler Excavating Inc. Winkler’s bid was \$581,700 which, when added to WWC’s design and construction inspection fees of \$130,600, resulted in a total project budget of \$712,300, to be funded as follows:

|  |                    |
|--|--------------------|
| FEMA Hazard Mitigation Grant:                            | \$397,749.75       |
| NorthWestern Energy and the Missouri/Madison River Fund: | \$73,383.95        |
| Sanitary Sewer Enterprise Funds                          | \$150,182.80       |
| Parks and Recreation funding:                            | <u>\$90,983.50</u> |
| Total:   | \$712,300.00       |

**Discovery of Contamination.** During the excavation of the stream bank in preparation for placement of the gabion basket wall, Winkler encountered a large amount of brick concrete asphalt fill near Calumet. After removing the top-cover, Winkler uncovered a larger than expected fill area, along with petroleum contamination, which was seeping into the dig area. Additionally, exposed ground water at the dig area exhibited signs of a contaminate plume within the project boundary. Work stopped until further assessment could be completed. No contamination entered into the active stream prior to, or following, the work stoppage.

**Second Redesign.** City staff, Winkler, and Calumet environmental staff (Joe Dauner, Mike Gipson, and Moose) met on site and Calumet staff indicated they were aware there could be possible contamination in

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<sup>1</sup> If a project affects wetlands or other waters of the United States, federal law requires the permittee to compensate for the impacts. Thus, if wetlands are reduced, the permittee must pay into a fund bank that is used to restore wetlands elsewhere. This is known as purchasing “mitigation credits.”

this area of the jobsite. Following this first meeting, City staff, Calumet staff, WWC Engineering, and DEQ met again to discuss how to move forward with the project without further exposing the plume of contaminated material discovered. Calumet also performed some hand borings along the bank line in an effort to determine the extent of the contaminated fill area.

In order to minimize disturbance of the contaminated site and potential exposure of additional contamination, the group concluded that another redesign was necessary. The change involves modifying the revetment design. The revised design utilizes riprap instead of a gabion wall structure. The group also agreed that a clay plug consisting of a 30% mix of bentonite should be applied to the contaminated area already exposed. This will help cap the site and help reduce the risk of petroleum contaminants entering into the active stream channel. Finally, the revised design moves the toe protection section of the proposed revetment back toward the historic bank line. This will help prevent further exposing more contaminated material and decrease the risk of contamination getting into the river.

As of November 1, 2022, the construction plans had been updated, and permit authorizations had been obtained. Winkler's initial proposed cost for the additional work was \$217,573. City staff reviewed the proposal and found the additional costs to be in line with the Contractors initial bid items. Nevertheless, City staff were able to negotiate a \$49,800 credit toward the cost of the proposed change in scope. This credit reduces the proposed cost of the change order from \$217,573 to the \$167,733.

**Recommendation:**

Staff recommends the City Commission approve change order #1 in the amount of \$167,733 and increase the Winkler contract amount from \$581,700 to \$749,473.

**Fiscal Impact:**

The change order will increase the total construction contract for Phase I from \$581,700 to \$749,473. Despite the increase in construction costs, most of the project is being funded by grant funds which will be lost if the project does not move forward. There are sufficient Sanitary Sewer Enterprise Funds available to cover the increased cost of the project.

**Alternatives:**

After conferring with the Legal department, it was advised any delays in the project will result in the contractor having to stop work, which will only incur costs and we will accrue legal fees that will quickly reach the change order threshold.

Alternative #1: The City Commission could vote to deny approval of change order #1 and elect not to move forward with the project. However, this would lead to continued erosion along the exposed riverbank increasing the risk of exposing the sanitary sewer line and increasing the risk to the safety of the public using the River's Edge Trail. Further, the City would lose significant grant funding, which is covering the majority of the project costs.

Alternative #2: The City Commission could vote to approve change order #1 and direct City Staff to pursue a claim against WWC for errors and omissions. A review of the 2015 PER report indicated that a geotechnical investigation had been performed by WWC. However, while bore samples had been collected, no boring logs were included in the report, nor was there any discussion regarding the discovery of potential contamination within the project site. After the contamination was discovered, WCC located the bore logs, which revealed that material recovered from bore performed near the contamination site had a "pungent oil smell, slimy with dark water." Had staff been presented with this information prior to agreeing to the changes made for the final design, decisions made by staff in the process would have been

different. At this time Staff has approached WWC about providing assistance with costs associated with the change order. They have indicated they would be willing to assist with costs associated with the redesign and permitting process. It should be noted that during this process, WWC has worked diligently to modify the existing design and has worked with the resource agencies to modify and obtain permit authorizations.

Alternative #3: The City Commission could vote to approve change order #1 and direct City Management to enter into discussions with Calumet regarding reimbursement for expenses associated with the change order. Calumet was aware there could be possible contamination in this area of the jobsite. However, it should be noted that throughout this process, Calumet brought in DEQ and worked with the City and WWC to help determine the extent of the contaminated fill area. Calumet dispatched staff to conduct hand auguring along the riverbank to help with these determinations. Calumet has also, at their expense, disposed of the contaminated fill excavated by the City's contractor from the site.

Alternative #4: The City Commission could vote to approve change order #1 and ask both WWC and Calumet to consider additional reimbursement based on the fact that the initial boring findings were not reported to the city and the contaminant is from Calumet. Litigating responsibility is not likely a good option considering the cost of initiating that process and the change order request amount.

**Concurrences:**

City Parks and Recreation Division, DEQ, Calumet and COE recommend approval of Change Order #1.

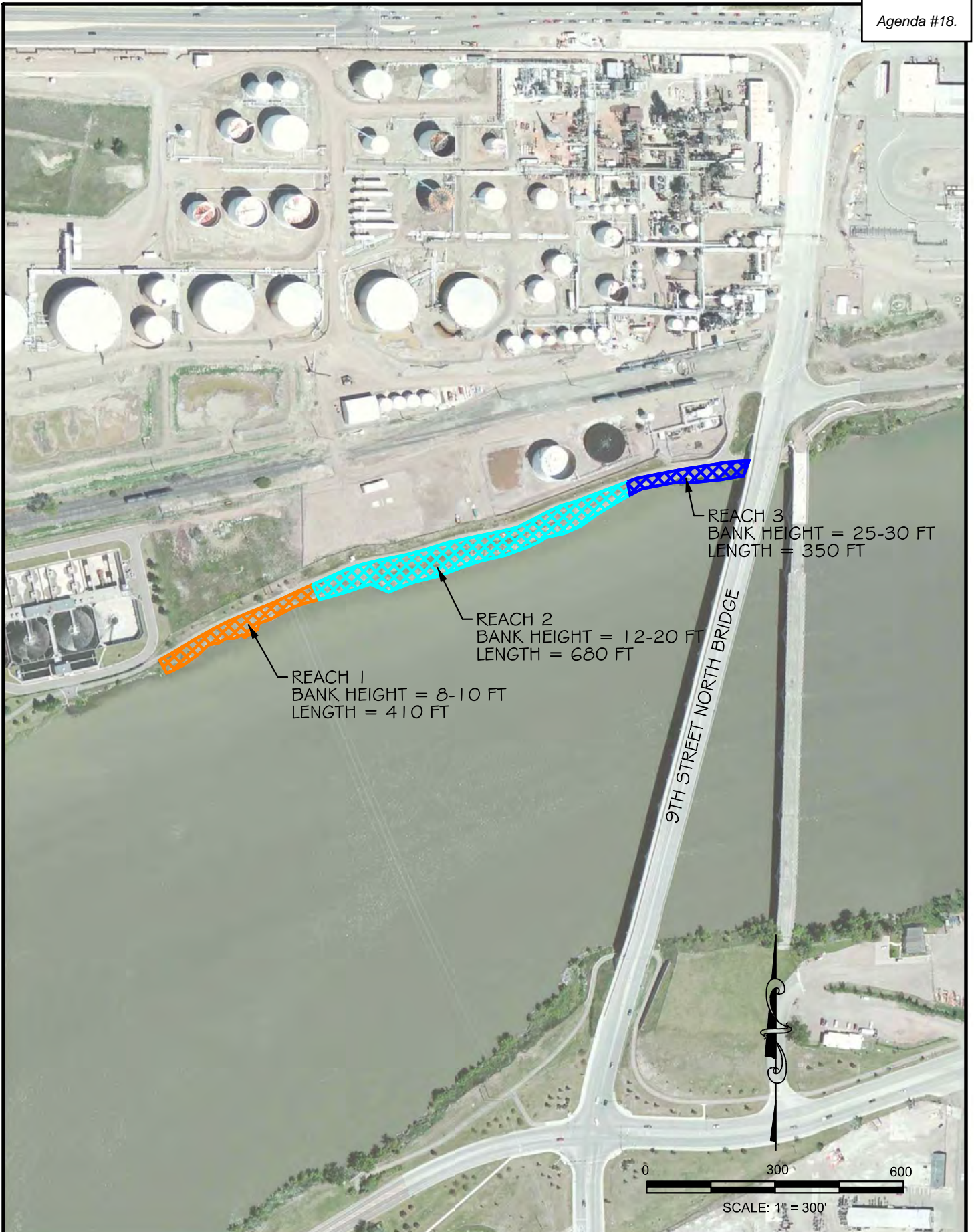
**Attachments/Exhibits:**

Exhibit 1 - Vicinity Map

Change Order No. 1

Typical Sections – Design

Typical Sections – Revised



URBAN CORRIDOR/BLACK EAGLE RESERVOIR PROJECT

Project Site Map

| DSGN | DATE | CKD |
|------|------|-----|
| RDN  | 8/15 | STH |
| REV  | DATE | CKD |
|      |      |     |
|      |      |     |
|      |      |     |

CASCADE CONSERVATION DISTRICT

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



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

EXHIBIT

JOB #

PEN TABLE PATH: K:\Helena\CASCADE CD15-099\EXHIBITS\CCD Color.dwg  
8/28/2015 FILE PATH: K:\Helena\CASCADE CD15-099\Urban Corridor\Black Eagle Reservoir Exhibits.dgn

# Change Order

No. 1

Date of Issuance: January 6, 2023 Effective Date: November 16, 2022

|   |                            |                                    |
|---|----------------------------|------------------------------------|
| Missouri River Bank Stabilization, O. F. 1693.0   | Owner: City of Great Falls | Owner's Contract No. : O.F. 1693.0 |
| Contractor: Winkler Excavating Inc.               |                            | Date of Contract: 8/16/2022        |
| Address: 1817 Dogwood Drive<br>Billings, MT 59105 |                            | Project Number.: PW392101          |

**The Contract Documents are modified as follows upon execution of this Change Order:**

Upon excavation for the gabion basket wall contractor uncovered a pocket of contaminated fill material. The exposed ground water exhibited signs of a contaminate plume within the project limits. This discovery of contaminated fill material during the excavation for the toe section of the gabion basket wall has prompted a redesign of the proposed bank stabilization measures at that location. Replace the proposed gabion basket wall with the revised streambank mitigation design utilizing riprap. The proposed fix is to extend the toe of the riprap into the channel and create a buttress of rock at the toe and then slope the bank line at a 2H:1V slope. The estimated additional quantities are as follows:

| ITEM NO. | DESCRIPTION                | ESTIMATED QUANTITY | UNIT |
|----------|----------------------------|--------------------|------|
| 202.     | Additional Site Work       | 4550               | CUYD |
| 203.     | Additional Riprap          | 610                | CUYD |
| 205.     | Additional Erosion Control | 700                | SQYD |
| 206.     | Additional Seeding         | 510                | SQYD |

Additional Site Work items includes the following work scope: all excavation and compacted fill earthwork; furnishing fill material as necessary (not including select backfill identified for gabion wall); clearing and grubbing; topsoil salvage; topsoil placement and grading; proper disposal of unused excavated material; coffer dam installation; dewatering; erosion control; dust control; and all other work necessary for completion of the item.

Additional Riprap includes the following work scope: furnishing all labor, materials, equipment as necessary for necessary construction of foundation or toe trenches includes excavating and disposal; furnishing and placing riprap, filter fabric, filter material, furnishing and installing willow cuttings, and all other work necessary for completion of the item.

Additional Erosion Control Mat includes the following work scope: furnishing and installing permanent erosion control mat; and all other work necessary for completion of the item

Additional Seeding includes the following work scope: topsoil salvage and/or importing, grading to blend existing and new ground profile; furnish new sod; rolling; maintaining the seeded area, performing any required mowing until the seed is firmly established. Prevent weeds and other undesirable vegetation from establishing.

***The cost for this work will be \$167,773.00 and will be paid for according to the attached unit bid schedule.***



Attachments: (List documents supporting change): **Completed Unit Bid Schedule**

**CHANGE IN CONTRACT PRICE:**  
**Original Contract Price:**

\$ 581,700.00

[Increase] [Decrease] from previously approved Change

Orders No. 0 to No. \_\_\_\_\_:

\$ \_\_\_\_\_

Contract Price prior to this Change Order:

\$ 581,700.00

**[Increase]** [Decrease] of this Change Order:

\$ +167,773.00

Contract Price incorporating this Change Order:

\$ 749,473.00

**CHANGE IN CONTRACT TIMES:**  
**Original Contract Times:**

Working days  Calendar days

Substantial completion (**days** or date): \_\_\_\_\_

Ready for final payment (days or **date**): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders

No. 0 to No. \_\_\_\_\_:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (**days** or date): 0

Ready for final payment (days or date): \_\_\_\_\_

**[Increase]** [Decrease] of this Change Order:

Substantial completion (**days** or date): 0

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (**days** or date): 0

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

By: \_\_\_\_\_  
Engineer (Authorized Signature)

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

Approved by Funding Agency (if applicable): \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

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

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

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

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

EJCDC No. C-941 (2002 Edition)  
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the  
Associated General Contractors of America and the Construction Specifications Institute.

# Change Order

## Instructions

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### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directives must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

### B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

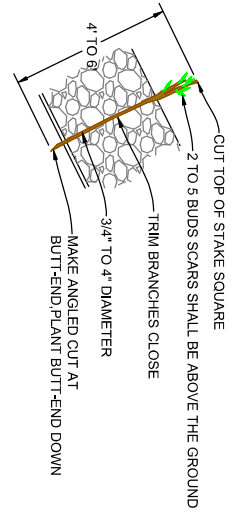
If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

UNIT BID SCHEDULE

| <u>ITEM NO.</u> | <u>DESCRIPTION</u>         | <u>ESTIMATED QUANTITY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u>                         |
|-----------------|----------------------------|---------------------------|-------------|-------------------|--|
| 202.            | Additional Site Work       | 1                         | LS          |                   | \$35,940.00                                |
| 203.            | Additional Riprap          | 1                         | LS          |                   | <del>\$165,310.00</del><br>\$115,570.00 KW |
| 205.            | Additional Erosion Control | 1                         | LS          |                   | \$12,600.00                                |
| 206.            | Additional Seeding         | 1                         | LS          |                   | \$3,723.00                                 |
| Total           |                            |                           |             |                   | <del>\$217,573.00</del><br>\$167,773.00 KW |

MEASUREMENT AND PAYMENT

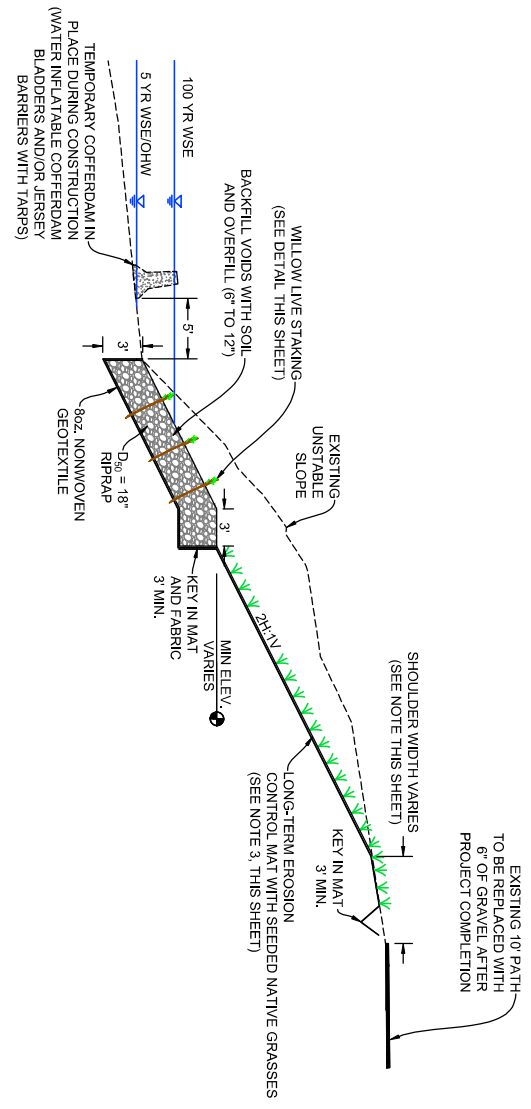
- 202. **Additional Site Work:** Measurement shall be made at the contract **Lump Sum** price for Site Work. Payment will be made at the contract unit **Lump Sum** price at the end of the project. Site work shall be performed in accordance with the construction plans and project specifications. Items includes the following work scope: all excavation and compacted fill earthwork; furnishing fill material as necessary (not including select backfill identified for gabion wall); clearing and grubbing; topsoil salvage; topsoil placement and grading; proper disposal of unused excavated material; coffer dam installation; dewatering; erosion control; dust control; and all other work necessary for completion of the item.
- 203. **Additional Riprap:** Measurement and Payment is made at a **Lump Sum**. Payment will be made at the contract **Lump Sum** price and shall include the following items: furnishing all labor, materials, equipment as necessary for necessary construction of foundation or toe trenches includes excavating and disposal; furnishing and placing riprap, filter fabric, filter material, furnishing and installing willow cuttings, and all other work necessary for completion of the item.
- 205. **Additional Erosion Control Mat.** Measurement and Payment is made at a **Lump Sum**. Payment will be made at the contract **Lump Sum** price and shall include the following items: furnishing and installing permanent erosion control mat; and all other work necessary for completion of the item .
- 206. **Additional Seeding.** Measurement and Payment is made at a **Lump Sum**. Payment will be made at the contract **Lump Sum** price and shall include the following items: topsoil salvage and/or importing, grading to blend existing and new ground profile; furnish new sod; rolling; maintaining the seeded area, performing any required mowing until the seed is firmly established. Prevent weeds and other undesirable vegetation from establishing.



**LIVE STAKE NOTES:**

1. LIVE STAKE SPECIES SHALL BE SUBMITTED TO ENGINEER FOR APPROVAL PRIOR TO PROCUREMENT.
2. HARVEST AND PLANT STAKES DURING THE DORMANT SEASON.
3. USE HEALTHY, STRAIGHT AND LIVE WOOD AT LEAST 1 YEAR OLD.
4. MAKE CLEAN CUTS AND DO NOT DAMAGE STAKES OR SPLIT ENDS DURING INSTALLATION. USE A PILOT BAR IN FIRM SOILS.
5. PLANT STAKES AT 90° ANGLE TO THE SURFACE WITH 1/4 OF THE STAKE STICKING OUT OF THE GROUND.
6. PLANT STAKES WITH 3 FEET SPACING BETWEEN INDIVIDUAL STAKES.
7. SOAK CUTTINGS FOR 24 HOURS (MIN.) PRIOR TO INSTALLATION.
8. TAMP THE SOIL AROUND THE STAKE.

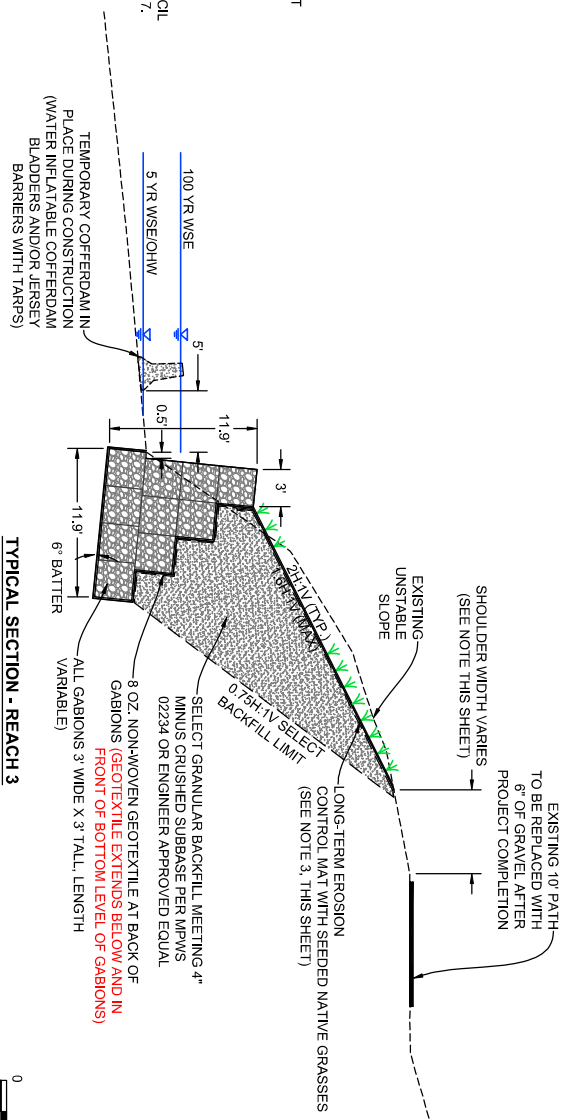
**LIVE STAKE DETAIL**



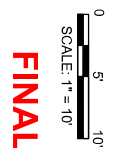
**TYPICAL SECTION - REACH 2**

**TYPICAL SECTION NOTES:**

1. CONTRACTOR SHALL MAINTAIN A 2-FOOT MINIMUM SHOULDER WIDTH ADJACENT TO THE GRAVEL PATH AT 10% MAXIMUM SLOPE THROUGHOUT LENGTH OF PROJECT.
2. GABION BASKETS SHALL BE CONSTRUCTED AND INSTALLED PER MANUFACTURERS RECOMMENDATIONS.
3. LONG-TERM EROSION CONTROL MAT SHALL MEET TYPE 4 SPECIFICATION REQUIREMENTS ESTABLISHED BY THE EROSION CONTROL TECHNOLOGY COUNCIL (ECTC) AND FEDERAL HIGHWAY ADMINISTRATIONS (FHWA) FP-03 SECTION 713.17.
4. Gabion baskets shall be made from galvanized steel with an additional protective polymeric coating



**TYPICAL SECTION - REACH 3**



**FINAL**

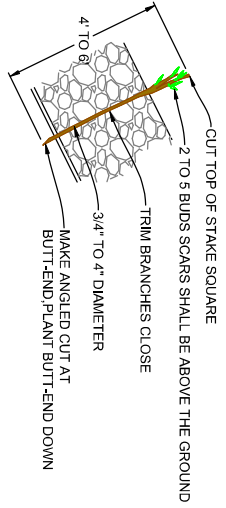
| NO. | REVISION            | BY  | DATE    |
|-----|---------------------|-----|---------|
| 1   | ADDENDUM #2 IN RED. | MRS | 7/14/22 |
|     |                     |     |         |
|     |                     |     |         |
|     |                     |     |         |

PROJECT NO. 2021-082

CITY OF GREAT FALLS  
**MISSOURI RIVER NORTH BANK STABILIZATION PHASE 1**  
**TYPICAL SECTIONS**  
 CASCADE COUNTY, MONTANA

PREPARED BY  
  
 1275 MAPLE STREET, SUITE F  
 HELENA, MT 59601  
 (406) 443-3962  
 www.wwcengineering.com

DESIGNED BY: MRS  
 DRAWN BY: CDC  
 CHECKED BY: DDP  
 DATE: 5/25/2022  
 SHEET  
**5**



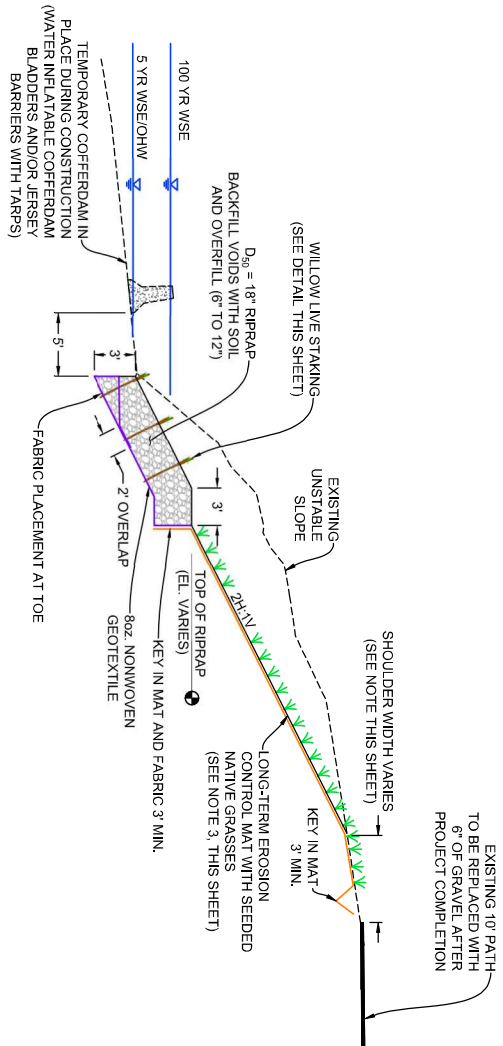
**LIVE STAKE DETAIL**

**LIVE STAKE NOTES:**

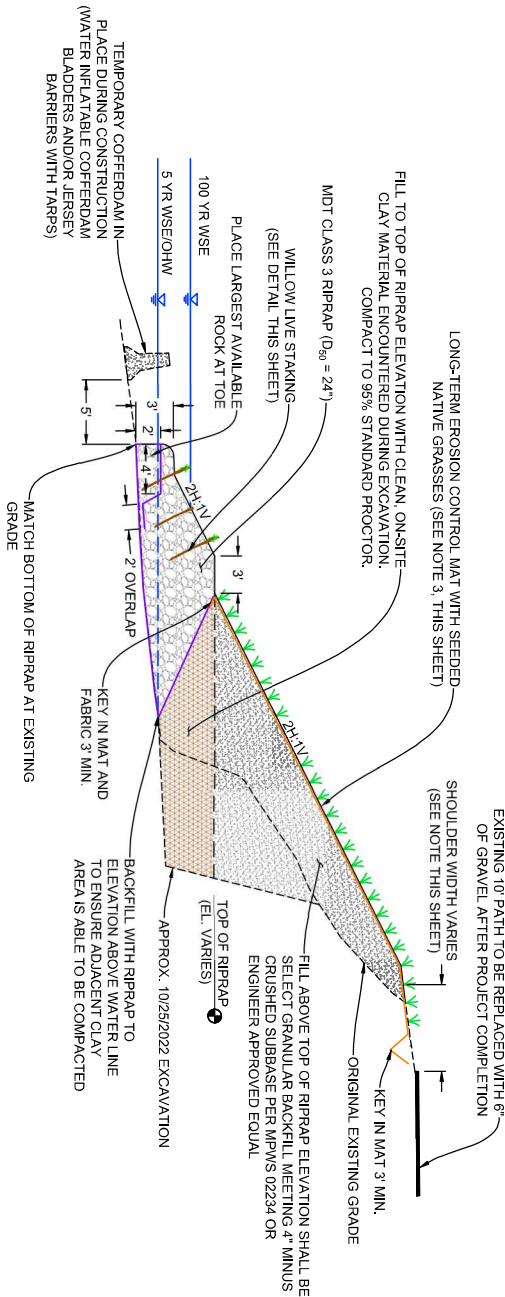
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4. MAKE CLEAN CUTS AND DO NOT DAMAGE STAKES OR SPLIT ENDS DURING INSTALLATION. USE A PILOT BAR IN FIRM SOILS.
5. PLANT STAKES AT 90° ANGLE TO THE SURFACE WITH 1/4 OF THE STAKE STICKING OUT OF THE GROUND.
6. PLANT STAKES WITH 3 FEET SPACING BETWEEN INDIVIDUAL STAKES.
7. SOAK CUTTINGS FOR 24 HOURS (MIN.) PRIOR TO INSTALLATION.
8. TAMP THE SOIL AROUND THE STAKE.

**TYPICAL SECTION NOTES:**

1. CONTRACTOR SHALL MAINTAIN A 2-FOOT MINIMUM SHOULDER WIDTH ADJACENT TO THE GRAVEL PATH AT 10% MAXIMUM SLOPE THROUGHOUT LENGTH OF PROJECT.
2. LONG-TERM EROSION CONTROL MAT SHALL MEET TYPE 4 SPECIFICATION REQUIREMENTS ESTABLISHED BY THE EROSION CONTROL TECHNOLOGY COUNCIL (ECTC) AND FEDERAL HIGHWAY ADMINISTRATIONS (FHWA) FP-03 SECTION 713.17.

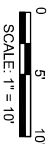


**TYPICAL SECTION - REACH 2 (STA. 3+25.00 TO 8+09.14)**



**TYPICAL SECTION - REACH 3 (STA 0+50.00 TO 3+25.00)**

**OCT. 27, 2022 UPDATE**



|                  |                 |
|------------------|-----------------|
| DESIGNED BY: MRS | DATE: 5/28/2022 |
| DRAWN BY: CDC    |                 |
| CHECKED BY: JDP  |                 |
| SHEET 5          |                 |

CITY OF GREAT FALLS  
**MISSOURI RIVER NORTH BANK STABILIZATION PHASE 1**  
**TYPICAL SECTIONS**  
 CASCADE COUNTY, MONTANA

PREPARED BY  
  
**WWC ENGINEERING**  
 1275 MAPLE STREET, SUITE F  
 HELENA, MT 59601  
 (406) 443-3962  
 www.wwcengineering.com

| NO. | REVISION             | BY  | DATE       |
|-----|----------------------|-----|------------|
| 1   | ADDENDUM #2 IN RED.  | MRS | 7/14/22    |
| 1   | WALL SECTION REMOVAL | MRS | 10/27/2022 |

PROJECT NO. 2021-082



Commission Meeting Date: December 6, 2022

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Amendment No. 1 to the May 19, 2021 Development Agreement between the City of Great Falls and the Great Falls Airport Authority for Tax Increment Financing funds

**From:** Alaina Mattimiro, Planner II, Planning and Community Development

**Initiated By:** Great Falls Airport Authority

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

**Action Requested:** Approval of Amendment No. 1 to Development Agreement in association with the expenditure of tax increment financing (TIF) funds

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) Amendment No. 1 to Development Agreement with the Great Falls International Airport Authority pertaining to expenditure of Great Falls International Airport District Tax Increment Financing (TIF) funds.”

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

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**Staff Recommendation:** Staff recommends approval of the amended development agreement.

**Background:** In May of 2021, the City Commission adopted Resolution 10399, which approved the Great Falls Airport Authority’s request for Tax Increment Financing funds from the Great Falls International Airport Tax Increment Financing Industrial TIF District to aid in the cost of infrastructure improvements. This request was in coordination with a project that would construct improvements including water service lines, sewer service lines, storm sewer improvements, electric/data service lines, and two roadway access points. The improvements are now constructed and accepted by the City, and will be used to serve the future construction of buildings to be used for industrial warehouse bays.

After the City Commission’s approval of the development agreement recorded on May 19, 2021, which allocated of \$762,510 funds for the project, the construction and bidding process resulted in higher dollar amounts than estimated in the original request. The Great Falls Airport Authority is now requesting to amend the development agreement to receive TIF reimbursements to cover the inflated project costs. The revised funding request for the project is now \$1,091,238, as outlined in the attached revised development agreement and Exhibit A.

**Fiscal Impact:** Although the revised development agreement will involve an additional allocation of \$328,728 from this TIF District, the City always anticipated that reimbursement to the Airport would involve both cash on hand and future bond funds. The larger reimbursement request will impact the request for bonding, but not to the point where bonding approval will be any more difficult to obtain.

**Alternatives:** The City Commission could choose to deny the request for an amendment to the Airport Authority's development agreement. This action would prevent the Authority from receiving reimbursement to wholly cover the costs of the project elements previously approved for TIF District funds.

**Concurrences:** City Finance and Planning staff, as well as the City's outside legal counsel, have reviewed and approved the request.

**Attachments/Exhibits:**

Airport TIF Amended Agreement  
Resolution 10399

## AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT

THIS AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT is dated as of \_\_\_\_\_, 2022 (this “**Amendment**”), between the CITY OF GREAT FALLS, a municipal corporation of the State of Montana (the “**City**”), and the GREAT FALLS INTERNATIONAL AIRPORT AUTHORITY, a regional airport authority created by the City and Cascade County, Montana (the “**Authority**”) for the ownership and operation of the Great Falls International Airport (the “**Airport**”)

### WITNESSETH:

WHEREAS, the City and the Authority are parties to that certain Development Agreement dated as of May 19, 2021 (the “**Development Agreement**”); and

WHEREAS, the City and the Authority desire to make certain amendments to the Development Agreement, as more specifically stated herein; and

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

#### Section 1. Amendment of Development Agreement.

1.1. Exhibits to Development Agreement. Exhibit A (Infrastructure Improvements) and Exhibit B (2021 Project Costs and Sources of Funds) to the Development Agreement shall be amended and replaced in their entirety by Exhibit A and Exhibit B, respectively, to this Agreement and all references to Exhibit A and Exhibit B in the Development Agreement and this Agreement shall hereafter be to Exhibit A and Exhibit B, respectively, to this Agreement.

1.2. Section 2.1(a) of Development Agreement. Section 2.1(a) of the Development Agreement is amended and restated in its entirety as follows:

“(a) Subject to the terms and conditions of this Agreement, the City is committed to paying or reimbursing the Authority \$1,091,238 with respect to the costs of design, engineering, construction and installation of the Infrastructure Improvements as set forth on Exhibit A hereto.”

1.3. Section 2.2(e) of Development Agreement. Section 2.2(e) of the Development Agreement is amended and restated in its entirety as follows:

“(e) The Authority estimates the total cost of the Infrastructure Improvements is \$1,091,238 as described in Exhibit A hereto, the total cost of the 2021 Project is \$1,193,794.80 as described in Exhibit B hereto, and the total cost of the Project is \$12,447,661.

1.4. Section 4 of Development Agreement. The first paragraph of Section 4 and Section 4(a) of the Development Agreement are amended and restated in their entirety as follows:



“Section 4. City Undertakings. Subject to the terms and conditions of this Agreement, the City agrees to (i) reimburse the Authority for \$400,000 of costs of the Infrastructure Improvements with Tax Increment funds on hand (“**Cash Reimbursement**”) and (ii) issue Bonds payable from Tax Increment in a principal amount sufficient to pay or reimburse the Authority for \$691,238 of costs of the Infrastructure Improvements, to fund a deposit to the reserve account required by the Bond Resolution and to pay costs of issuance of the Bonds. The City estimates that the aggregate principal amount of the Bonds necessary to cover the costs set forth in clause (ii) above is approximately \$810,000. The City’s commitment to issue the Bonds is subject to the fulfillment of each and all of the following additional conditions precedent:

(a) There shall be sufficient Tax Increment to issue the Bonds (and pay debt service thereon) in an aggregate principal amount sufficient to pay or reimburse the Authority for \$691,238 of costs of the Infrastructure Improvements, to fund a deposit to a reserve account required by the Bond Resolution and to pay costs of issuance of the Bonds, and to provide coverage up to 140% of the maximum annual debt service requirements required under the Bond Resolution as determined by the City. In addition, the Authority understands and agrees that the City currently has, and may in the future have, binding commitments with respect to the use of Tax Increment, and the obligations of the City to issue Bonds shall not have priority over any such other binding commitments in effect on the date of execution of this Agreement.”

1.5. Section 5.1(a) of Development Agreement. Section 5.1(a) of the Development Agreement is amended and restated in its entirety as follows:

“(a) With respect to the portion of the Infrastructure Improvements payable from the Cash Reimbursement, the Authority shall have completed sufficient categories of Infrastructure Improvements in their entirety and totaling not less than \$400,000 in the aggregate (for example, all of the sanitary sewer improvements plus all of the water extension improvements) and the City shall have delivered to the Authority written acceptance of such completed categories of Infrastructure Improvements (which may be in the form of a Certificate of Completion or such other format as required by the City). Further, the Cash Reimbursement shall be subject to the availability of Tax Increment funds on hand and the Authority acknowledges and agrees that disbursement of the Cash Reimbursement will be delayed to the extent that Tax Increment funds on hand are insufficient to pay the Cash Reimbursement.”

Section 2. General Provisions.

2.1. Confirmation of Representations, Warranties, Covenants and Undertakings. As of the date hereof, all of the Authority’s representations as set forth in this Agreement are true and correct and the Authority is not in breach of any covenant or undertaking as set forth in this Agreement.

2.2. No Additional Amendments. Except as set forth in Section 1 hereof, the terms and conditions of the Development Agreement shall otherwise remain unchanged with no additional amendment.

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

*[remainder of page left intentionally blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Development Agreement to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF GREAT FALLS, MONTANA

[SEAL]

By \_\_\_\_\_  
Gregory T. Doyon, City Manager

Attest:

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

APPROVED FOR LEGAL CONTENT:

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

GREAT FALLS INTERNATIONAL  
AIRPORT AUTHORITY

\_\_\_\_\_  
Name: John Faulkner  
Title: Airport Director

STATE OF MONTANA     )  
                                      : ss.  
COUNTY OF CASCADE    )

This instrument was acknowledged before me on \_\_\_\_\_, 2022 by  
\_\_\_\_\_ of Great Falls International Airport Authority, on behalf of said  
Authority.

(Notarial Seal)

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

EXHIBIT A  
INFRASTRUCTURE IMPROVEMENTS

|                                | Requested Amendment | Original Development Agreement |
|--------------------------------|---------------------|--------------------------------|
| Infrastructure Design          | \$ 109,667          | \$ 70,000                      |
| Electrical Extension           | \$ 11,196           | \$ 31,867                      |
| Gas Extension                  | \$ 5,227            | \$ 30,120                      |
| Water Extension                | \$ 262,370          | \$ 75,625                      |
| Sanitary Sewer                 | \$ 141,243          | \$ 76,100                      |
| Stormwater                     | \$ 243,530          | \$ 212,055                     |
| Data and Communications        | \$ 40,000           | \$ 26,600                      |
| Roadway and Entrance Flat work | \$ 278,005          | \$ 240,143                     |
|                                |                     |                                |
| Total                          | \$ 1,091,238        | \$ 762,510                     |

EXHIBIT B  
2021 PROJECT COSTS AND SOURCES OF FUNDS

**EXHIBIT B  
GREAT FALLS INTERNATIONAL AIRPORT  
WAREHOUSE COMMERCIAL DEVELOPMENT  
CONSTRUCTION COSTS  
Revised 8/31/2022**

| STORMWATER IMPROVEMENTS |       |   |      |          |               |                   |
|-------------------------|-------|---|------|----------|---------------|-------------------|
| BID ITEM                | SPEC. | DESCRIPTION   | UNIT | QUANTITY | UNIT COST     | EXTENDED COST     |
| ---                     | ---   | Task Order 29 - Engineering Design and Bidding Services | LS   | 1        | \$ 109,667.00 | \$ 109,667.00     |
| <b>SUBTOTAL = \$</b>    |       |   |      |          |               | <b>109,667.00</b> |

| ELECTRICAL EXTENSION |          |  |      |          |             |                  |
|----------------------|----------|--|------|----------|-------------|------------------|
| BID ITEM             | SPEC.    | DESCRIPTION  | UNIT | QUANTITY | UNIT COST   | EXTENDED COST    |
| ---                  | ---      | Northwestern Energy (BP1 Electrical Line Lowering) | LS   | 1        | \$ 1,596.00 | \$ 1,596.00      |
| 18                   | 26 05 02 | Install Transformer Pad and Electrical Equipment   | LS   | 1        | \$ 9,600.00 | \$ 9,600.00      |
| <b>SUBTOTAL = \$</b> |          |  |      |          |             | <b>11,196.00</b> |

| GAS EXTENSION        |       |  |      |          |             |                 |
|----------------------|-------|--|------|----------|-------------|-----------------|
| BID ITEM             | SPEC. | DESCRIPTION                              | UNIT | QUANTITY | UNIT COST   | EXTENDED COST   |
| ---                  | ---   | Energy West (BP1 gas line - new install) | LS   | 1        | \$ 5,227.00 | \$ 5,227.00     |
| <b>SUBTOTAL = \$</b> |       |  |      |          |             | <b>5,227.00</b> |

| WATER EXTENSION      |           |   |      |          |               |                   |
|----------------------|-----------|---|------|----------|---------------|-------------------|
| BID ITEM             | SPEC.     | DESCRIPTION   | UNIT | QUANTITY | UNIT COST     | EXTENDED COST     |
| 1                    | PSP-1     | Erosion, Siltation, and Dust Control  | LS   | 1        | \$ 12,500.00  | \$ 12,500.00      |
| 2                    | PSP-2     | Storm-Water Discharge Permit  | LS   | 0        | \$ 1,925.00   | \$ -              |
| 3                    | PSP-3     | Mobilization  | LS   | 1        | \$ 13,500.00  | \$ 13,500.00      |
| 4                    | PSP-4     | Traffic Control   | LS   | 1        | \$ 1,400.00   | \$ 1,400.00       |
| 5                    | 02225-4.1 | Flowable Fill Utility Encapsulation   | CY   | 11       | \$ 300.00     | \$ 3,300.00       |
| 6                    | 02529-4.1 | Concrete Bollard  | EA   | 5        | \$ 875.00     | \$ 4,375.00       |
| 7                    | 02660-4.1 | 16" PVC Water Main C-900, DR 18   | LF   | 117      | \$ 375.00     | \$ 43,875.00      |
| 8                    | 02660-4.2 | 16" PVC water main C-900, DR 18 (Certa-Lok, or equal) within the Existing 30" Steel Casings | LF   | 54       | \$ 380.00     | \$ 20,520.00      |
| 9                    | 02660-4.3 | 16" Butterfly Valve   | EA   | 5        | \$ 6,300.00   | \$ 31,500.00      |
| 10                   | 02660-4.4 | Connect to Existing Watermain   | EA   | 2        | \$ 1,800.00   | \$ 3,600.00       |
| 11                   | 02660-4.5 | 16" Existing Pipe Vertical Pipe Adjustment  | EA   | 1        | \$ 101,900.00 | \$ 101,900.00     |
| 12                   | 02660-4.6 | Fire Hydrant Assembly (includes Auxiliary valve, Hydrant Lead, and Guards)                  | EA   | 1        | \$ 16,000.00  | \$ 16,000.00      |
| 17                   | 02910-4.1 | Seeding   | AC   | 0.3      | \$ 6,500.00   | \$ 1,950.00       |
| 1                    | CO1       | Install 11.25-Degree Bends  | EA   | 2        | \$ 3,975.00   | \$ 7,950.00       |
| <b>SUBTOTAL = \$</b> |           |   |      |          |               | <b>262,370.00</b> |

**EXHIBIT B  
GREAT FALLS INTERNATIONAL AIRPORT  
WAREHOUSE COMMERCIAL DEVELOPMENT  
CONSTRUCTION COSTS  
Revised 8/31/2022**

| <b>SANITARY SEWER</b> |           |   |      |          |              |                   |
|-----------------------|-----------|---|------|----------|--------------|-------------------|
| BID ITEM              | SPEC.     | DESCRIPTION   | UNIT | QUANTITY | UNIT COST    | EXTENDED COST     |
| 13                    | 02730-4.1 | 12" Gravity Sewer Main Pipe                                   | LF   | 135      | \$ 170.00    | \$ 22,950.00      |
| 14                    | 02730-4.2 | 12" PVC Gravity Sewer Main SDR 35 within the 30" Steel Casing | LF   | 54       | \$ 250.00    | \$ 13,500.00      |
| 15                    | 02730-4.3 | 4' Diameter Sanitary Sewer Manhole                            | EA   | 2        | \$ 4,500.00  | \$ 9,000.00       |
| 16                    | 02730-4.4 | Connect to Existing Sewer Main                                | LS   | 1        | \$ 1,800.00  | \$ 1,800.00       |
| ---                   | ---       | Bid Package 1 - Steel Casing Only                             | LS   | 1        | \$ 93,993.00 | \$ 93,993.00      |
| <b>SUBTOTAL = \$</b>  |           |   |      |          |              | <b>141,243.00</b> |

| <b>STORMWATER IMPROVEMENTS</b> |           |  |      |          |               |                   |
|--------------------------------|-----------|--|------|----------|---------------|-------------------|
| BID ITEM                       | SPEC.     | DESCRIPTION  | UNIT | QUANTITY | UNIT COST     | EXTENDED COST     |
| 1                              | PSP-1     | Erosion, Siltation, and Dust Control                   | LS   | 1        | \$ 16,442.00  | \$ 16,442.00      |
| 2                              | PSP-2     | Storm-Water Discharge Permit                           | LS   | 1        | \$ 1,789.00   | \$ 1,789.00       |
| 3                              | PSP-3     | Mobilization   | LS   | 1        | \$ 20,537.00  | \$ 20,537.00      |
| 4                              | PSP-4     | Traffic Control  | LS   | 1        | \$ 4,394.00   | \$ 4,394.00       |
| 5                              | 02110-4.2 | Riprap - Class 1                                       | CY   | 14       | \$ 108.00     | \$ 1,512.00       |
| 6                              | 02230-4.1 | Unclassified Excavation                                | CY   | 6,059    | \$ 9.95       | \$ 60,287.05      |
| 7                              | 02230-4.2 | Waste Excavation                                       | CY   | 243      | \$ 2.30       | \$ 558.90         |
| 8                              | 02725-4.1 | Remove Existing 15" RCP with Flared Ends               | LF   | 83       | \$ 13.00      | \$ 1,079.00       |
| 9                              | 02725-4.2 | Install 15" Class III RCP with Flared Ends             | LF   | 238      | \$ 117.00     | \$ 27,846.00      |
| 10                             | 02910-4.1 | Seeding  | AC   | 2        | \$ 1,389.00   | \$ 3,055.80       |
| ---                            | ---       | Task Order 32 - CM Services (Light-Industrial Project) | LS   | 1        | \$ 106,029.00 | \$ 106,029.00     |
| <b>SUBTOTAL = \$</b>           |           |  |      |          |               | <b>243,529.75</b> |

| <b>DATA and COMMUNICATIONS</b> |       |                           |      |          |              |                  |
|--------------------------------|-------|---------------------------|------|----------|--------------|------------------|
| BID ITEM                       | SPEC. | DESCRIPTION               | UNIT | QUANTITY | UNIT COST    | EXTENDED COST    |
| ---                            | ---   | Century Link Comm Install | LS   | 1        | \$ 40,000.00 | \$ 40,000.00     |
| <b>SUBTOTAL = \$</b>           |       |                           |      |          |              | <b>40,000.00</b> |

| <b>ROADWAY and ENTRANCE FLATWORK</b> |           |                                    |      |          |              |                   |
|--------------------------------------|-----------|------------------------------------|------|----------|--------------|-------------------|
| BID ITEM                             | SPEC.     | DESCRIPTION                        | UNIT | QUANTITY | UNIT COST    | EXTENDED COST     |
| 1                                    | PSP-3     | Mobilization                       | LS   | 1        | \$ 17,817.00 | \$ 17,817.00      |
| 2                                    | PSP-4     | Traffic Control                    | LS   | 1        | \$ 1,617.00  | \$ 1,617.00       |
| 3                                    | 02110-4.1 | Geotextile                         | SY   | 4,331    | \$ 2.80      | \$ 12,126.80      |
| 4                                    | 02235-1   | 3/4 Inch Minus Crushed Base Course | CY   | 1,444    | \$ 45.00     | \$ 64,980.00      |
| 5                                    | 02502-1   | Asphalt Tack Coat                  | GAL  | 213      | \$ 8.65      | \$ 1,842.45       |
| 6                                    | 02510-4.1 | Asphalt Concrete Pavement          | TON  | 911      | \$ 103.00    | \$ 93,833.00      |
| 7                                    | 02510-4.2 | Asphalt Cement                     | TON  | 56       | \$ 735.00    | \$ 41,160.00      |
| 8                                    | 02581-1   | Temporary Pavement Marking         | SF   | 104      | \$ 5.90      | \$ 613.60         |
| 9                                    | 02581-2   | Permanent Pavement Marking         | SF   | 104      | \$ 5.90      | \$ 613.60         |
| 10                                   | TC-1      | Street and Traffic Control Signs   | SF   | 18       | \$ 189.00    | \$ 3,402.00       |
| ---                                  | ---       | Project contingency                | LS   | 1        | \$ 50,000.00 | \$ 40,000.00      |
| <b>SUBTOTAL = \$</b>                 |           |                                    |      |          |              | <b>278,005.45</b> |

| <b>AUTHORITY FUNDED TRUCK CIRCULATION - Note Asphalt paving to be completed in 2023, not in this schedule of work</b> |           |                                    |      |          |              |                   |
|---|-----------|------------------------------------|------|----------|--------------|-------------------|
| BID ITEM  | SPEC.     | DESCRIPTION                        | UNIT | QUANTITY | UNIT COST    | EXTENDED COST     |
| 1   | PSP-3     | Mobilization                       | LS   | 1        | \$ 681.00    | \$ 681.00         |
| 2   | 02110-4.1 | Geotextile                         | SY   | 4,432    | \$ 2.80      | \$ 12,409.60      |
| 3   | 02235-1   | 3/4 Inch Minus Crushed Base Course | CY   | 1,478    | \$ 47.00     | \$ 69,466.00      |
| ---   | ---       | Project contingency                | LS   | 1        | \$ 50,000.00 | \$ 20,000.00      |
| <b>SUBTOTAL = \$</b>  |           |                                    |      |          |              | <b>102,556.60</b> |

|                   |  |  |  |  |  |                     |
|-------------------|--|--|--|--|--|---------------------|
| <b>TOTAL = \$</b> |  |  |  |  |  | <b>1,193,794.80</b> |
|-------------------|--|--|--|--|--|---------------------|



CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Great Falls, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. 10399 entitled: "A RESOLUTION APPROVING AN INDUSTRIAL DEVELOPMENT PROJECT IN THE GREAT FALLS INTERNATIONAL AIRPORT TAX INCREMENT FINANCING INDUSTRIAL DISTRICT; APPROVING THE USE OF TAX INCREMENT REVENUES AND TAX INCREMENT REVENUE BONDS TO PAY, REIMBURSE OR FINANCE COSTS OF ASSOCIATED INFRASTRUCTURE IMPROVEMENTS; AND MAKING A REIMBURSEMENT DECLARATION WITH RESPECT THERETO" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a regular meeting on May 18, 2021, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Commissioners voted in favor thereof: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ; voted against the same: \_\_\_\_\_  
\_\_\_\_\_ ; abstained from voting thereon: \_\_\_\_\_  
\_\_\_\_\_ ; or were absent: \_\_\_\_\_.

WITNESS my hand and seal officially this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

## RESOLUTION NO. 10399

A RESOLUTION APPROVING AN INDUSTRIAL DEVELOPMENT PROJECT IN THE GREAT FALLS INTERNATIONAL AIRPORT TAX INCREMENT FINANCING INDUSTRIAL DISTRICT; APPROVING THE USE OF TAX INCREMENT REVENUES AND TAX INCREMENT REVENUE BONDS TO PAY, REIMBURSE OR FINANCE COSTS OF ASSOCIATED INFRASTRUCTURE IMPROVEMENTS; AND MAKING A REIMBURSEMENT DECLARATION WITH RESPECT THERETO

BE IT RESOLVED by the City Commission (the “Commission”) of the City of Great Falls, Montana (the “City”), as follows:

Section 1. Recitals.

1.01. Under the provisions of the Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the “Act”), an industrial district may be established so that a municipality may undertake industrial infrastructure projects therein, provide for the segregation and collection of tax increment with respect to taxes collected in such district, issue its bonds to pay the costs of such projects, and pledge to the repayment of the bonds all or a portion of the tax increment derived from such district.

1.02. The Commission, pursuant to Ordinance No. 3022, duly adopted on November 5, 2008, and revised by Ordinance No. 3043, duly adopted on September 1, 2009 (as such may be further amended and supplemented, (the “Ordinance”), created an industrial district known as the Great Falls International Airport Tax Increment Financing Industrial District (the “District”) and adopted the Great Falls International Airport Tax Increment Financing Industrial District Plan (the “Plan”) containing a tax increment financing provision. As set forth in the Plan, the purpose of the District is to attract, grow and retain secondary, value-adding industries and the City has identified numerous infrastructure improvements necessary in order to further the objectives of the City and the Authority with respect to the development of the District.

1.03. The Great Falls International Airport Authority, a regional airport authority created by the City and Cascade County, Montana (the “Authority”), proposes to undertake a multi-year, multi-phase development project on a 300-acre site in the District located at 4201 Ulm North Frontage Road Great Falls, Montana 59404, which shall consist of the construction of large metal warehouse buildings to be initially owned by the Airport and a private investment partner and which will be subdivided into smaller bays, converted into condominium units and leased and/or sold primarily to third parties engaged in secondary, value-adding industries in furtherance of the purposes of the District as set forth in the Plan (the “Project”). The first phase of the Project will consist of the construction of a single Warehouse Building.

1.04. The Authority submitted a City of Great Falls Tax Increment Financing (TIF) Application for Funds dated February 12, 2021 for tax increment financing assistance with respect to certain qualified improvements associated with the Project, consisting of design and

construction of electric/data service lines, water lines, sewer lines, storm sewer improvements, and roadway approaches (the “Infrastructure Improvements”), at an estimated cost of \$762,510.

1.05. The City’s Finance, Planning and Community Development, Park and Recreation and Public Works department heads and the Assistant City Manager (the “City Staff”) have jointly reviewed and evaluated the Project and the Infrastructure Improvements and made a report and recommendation (the “City Staff Report”) to the effect that the Project and the Infrastructure Improvements would be beneficial to the public and would result in the rehabilitation and redevelopment of the District, that the Infrastructure Improvements are eligible for tax increment financing in accordance with the Act and the purpose and goals of the District and the Plan, and that the City enter into a development agreement with the Authority with respect to the Project and the Infrastructure Improvements substantially in the form attached hereto as Exhibit A (the “Development Agreement”).

1.06. On February 23, 2021, the City Planning Board (the “Planning Board”) received, reviewed and considered the City Staff Report, as well as information from a representative of the Developer and has made recommendation to the Commission to the effect that Project conforms to the City’s comprehensive plan and the City’s Growth Policy adopted in accordance with Title 76, Chapter 1, and that the Project and Infrastructure Improvements should be approved as an industrial development project and that tax increment revenues of the District be used to finance the Infrastructure Improvements.

Section 2. Findings. Based on the foregoing representations and subject to the public hearing called for herein, the Commission hereby finds, with respect to the Project (including the Infrastructure Improvements), as follows:

- (a) no persons will be displaced from their housing by the Project (including the Infrastructure Improvements);
- (b) the Plan and the Project (including the Infrastructure Improvements) conform to the City’s growth policy;
- (c) the Plan and the Project (including the Infrastructure Improvements) will afford maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment in the District by private enterprise; and
- (d) taking into account the use of tax increment revenues and the proceeds of tax increment revenue bonds, there is a sound and adequate financial program for the payment, reimbursement and financing by the City of the costs of the Infrastructure Improvements; and
- (e) the Project (including the Infrastructure Improvements) constitutes an industrial development project within the meaning of the Act and the Plan.

Section 3. Approval of the Project as an Industrial Development Project. The Commission hereby approves the Project as an industrial development project under the Act and the Plan. The Project, including the Infrastructure Improvements, is contemplated by and within the scope of the Plan, and the Infrastructure Improvements are eligible for tax increment financing under the Act.

Section 4. Approval of Development Agreement. The Commission hereby approves the Development Agreement. The City Manager and City Clerk are hereby authorized to execute and deliver the Development Agreement, substantially in the form presented to the Commission, with such changes (including to the exhibits attached thereto) as may be approved by the City Manager, in consultation with Dorsey & Whitney LLP, as bond counsel, which approval shall be deemed made by the execution thereof. The execution of the Development Agreement shall be a condition precedent to the reimbursement of the Infrastructure Improvements.

The City intends to pay or reimburse the Authority for costs of the Infrastructure Improvements using tax increment revenues on hand and proceeds of tax increment revenue bonds to be issued by the City (the “Bonds”) in accordance with the terms and conditions set forth in the Development Agreement. The payment terms of any such Bonds (including principal amount, interest rates and maturity schedule) shall be reflected in a bond resolution to be approved and adopted by Council, and shall take into account the tax increment revenue of the District expected to be received by the City and available to pay debt service.

Section 5. Reimbursement Expenditures.

5.01. Regulations. The City may issue tax-exempt Bonds in one or more series (the “Bonds”) to finance all or a portion of the costs of the Infrastructure Improvements and pay costs associated with the financing. The United States Department of Treasury has promulgated regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the Authority for project expenditures paid by the Authority prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the “Regulations”) require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

5.02. Prior Expenditures. Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds, (ii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iii) expenditures in a “de minimus” amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Infrastructure Improvements have been paid by the City before the date 60 days before the date of adoption of this Resolution.

5.03. Declaration of Intent. The City reasonably expects that it may reimburse the expenditures made for the Infrastructure Improvements out of the proceeds of Bonds in an estimated maximum aggregate principal amount of \$652,780 after the date of payment of all or a portion of the costs of the Infrastructure Improvements. All reimbursed expenditures shall be

capital expenditures, a cost of issuance of the bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

5.04. Budgetary Matters. As of the date hereof, there are no City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the portion of the Infrastructure Improvements to be financed with the proceeds of Bonds, other than pursuant to the issuance of the Bonds. The statement of intent contained in this Resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

5.05. Reimbursement Allocations. The City's Finance Director shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of Bonds to reimburse the source of temporary financing used by the City to make prior payment of the costs of the Infrastructure Improvements. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds or the Infrastructure Improvements and shall specifically identify the actual original expenditure being reimbursed.

Passed and adopted by the City Commission of the City of Great Falls, Montana, on this 18th day of May, 2021.

\_\_\_\_\_  
Bob Kelly, Mayor

Attest:

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

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Sara R. Sexe, City Attorney

EXHIBIT A  
DEVELOPMENT AGREEMENT

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is dated as of May \_\_\_\_, 2021, between the CITY OF GREAT FALLS, a municipal corporation of the State of Montana (the “**City**”), and the GREAT FALLS INTERNATIONAL AIRPORT AUTHORITY, a regional airport authority created by the City and Cascade County, Montana (the “**Authority**”) for the ownership and operation of the Great Falls International Airport (the “**Airport**”).

### WITNESSETH:

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

WHEREAS, the City Commission, pursuant to Ordinance No. 3022, duly adopted on November 5, 2008, and revised by Ordinance No. 3043, duly adopted on September 1, 2009 (as such may be further amended and supplemented, (the “**Ordinance**”), created an industrial district known as the Great Falls International Airport Tax Increment Financing Industrial District (the “**District**”) and adopted the Great Falls International Airport Tax Increment Financing Industrial District Plan (the “**Plan**”) containing a tax increment financing provision; and

WHEREAS, as set forth in the Plan, the purpose of the District is to attract, grow and retain secondary, value-adding industries and the City has identified numerous infrastructure improvements necessary in order to further the objectives of the City and the Authority with respect to the development of the District; and

WHEREAS, the Authority proposes to undertake a multi-year, multi-phase development project on a 300-acre site in the District located at 4201 Ulm North Frontage Road Great Falls, Montana 59404, which shall consist of the construction of large metal warehouse buildings (the “**Warehouse Buildings**”) to be initially owned by the Airport and a private investment partner and which will be subdivided into smaller bays (the “**Warehouse Bays**”), converted into condominium units and leased and/or sold primarily to third parties engaged in Secondary Industries (as defined herein) in furtherance of the purposes of the District as set forth in the Plan (the “**Project**”); and the first phase of the Project will consist of the construction of a single Warehouse Building for such purposes (the “**2021 Project**”).

WHEREAS, the Authority submitted a City of Great Falls Tax Increment Financing (TIF) Application for Funds dated February 12, 2021 (the “**Application**”) for tax increment financing assistance with respect to certain qualified improvements associated with the Project, consisting of design and construction of electric/data service lines, water lines, sewer lines, storm sewer improvements, and roadway approaches as further described on Exhibit A hereto (the “**Infrastructure Improvements**”); and



WHEREAS, the City has determined, based on representations of the Authority, that the Project and the Infrastructure Improvements constitute an industrial development project (as defined in the Act) under the Act and the Plan and that the Infrastructure Improvements are authorized by the Plan, and pursuant to Resolution No. 10399, duly adopted on May 18, 2021, the City is authorized to enter into this Agreement which sets forth the obligations of the City and the Authority with respect thereto.

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

Section 1. Definitions; Rules of Interpretation; Exhibits.

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

“**Act**” has the meaning given such term in the recitals.

“**Actual Taxable Value**” means the taxable value (as defined in the Act) of the Taxable Property as shown on or calculated from the assessment roll last equalized before the date of reference.

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

“**Authority**” has the meaning given such term in the preamble.

“**Base Taxable Value**” means the Actual Taxable Value as of January 1, 2008, as such value is adjusted from time to time in accordance with the Act.

“**Bond Resolution**” means a resolution to be adopted by the Commission pursuant to which the Bonds shall be issued.

“**Bonds**” means the Tax Increment Industrial Infrastructure Development Revenue Bonds (Great Falls International Airport Tax Increment Financing Industrial District) to be issued by the City pursuant to this Agreement and the Bond Resolution.

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

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

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

“**District**” has the meaning given such term in the recitals.

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

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

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

**“Indemnified Parties”** has the meaning given such term in Section 6.1 hereof.

**“Infrastructure Improvements”** means those improvements in the District described on Exhibit A hereto.

**“Land Use Regulations”** means all federal, State and local laws, rules, regulations, ordinances and plans relating to or governing the development or use of the Project Site or the Project, including under the Act with respect to Secondary Industries.

**“Ordinance”** has the meaning given such term in the recitals.

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

**“Plan”** has the meaning given such term in the recitals.

**“Prevailing Wage Rates”** has the meaning given such term in Section 3.3 hereof.

**“Project”** has the meaning given such term in the recitals.

**“Project Site”** has the meaning given such term in Section 2.2 hereof.

**“Secondary Industries”** means those industries that transform raw resources into processed substances from which industrial or consumer products may be manufactured.

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

**“Tax Increment”** means the amount received by the City pursuant to the Act from the extension of levies of Taxes against the Incremental Taxable Value of the Taxable Property and

will include all payments in lieu of Taxes or beneficial use taxes attributable to the Incremental Taxable Value.

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

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

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

“**2021 Project**” has the meaning given such term in the recitals.

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

1.2. Rules of Interpretation.

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

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

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

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

Exhibit A—Infrastructure Improvements

Exhibit B—2021 Project Costs and Sources of Funds

Exhibit C—Form of Authority Requisition

Section 2. Representations, Covenants and Agreements.

2.1. City Representations. The City hereby represents, covenants and agrees as follows:

(a) Subject to the terms and conditions of this Agreement, the City is committed to paying or reimbursing the Authority \$762,510 with respect to the costs of design, engineering, construction and installation of the Infrastructure Improvements as set forth on Exhibit A hereto.

(b) The City is authorized by law to enter into this Agreement, apply Tax Increment funds on hand and, upon adoption of the Bond Resolution, issue Bonds in order to carry out its commitments hereunder.

(c) The State Department of Revenue has advised the City that as of January 1, 2008 the Base Taxable Value of the District was \$107,149.

2.2. Authority Representations. The Authority hereby represents, covenants and agrees as follows:

(a) The Authority is a regional airport authority created by the City and Cascade County, Montana pursuant to Joint Resolution No. 7451 (City) and 80-1 (County) (the “**Joint Resolution**”) for the operation of the Great Falls International Airport pursuant to the provisions of Section 67-11-103, Montana Code Annotated.

(b) The representations and warranties of the Authority in the Application are true and correct as of the date hereof, including with respect to the total investment to be made by the Authority and its private investment partner with respect to the Project and the Infrastructure Improvements.

(c) The Project and the Infrastructure Improvements constitute an industrial development project (as defined in the Act) under the Act and the Plan. Development of the Project will assist the Authority in attracting, growing, and retaining Secondary Industries by providing flexible, cost-effective, industrial buildings that can be subdivided into 1,250 to 30,000+ square foot Warehouse Bays sharing common infrastructure. The industrial buildings will include high ceilings, welding-capable electric, oil -water separators and other industrial features. This type of industrial space is underserved in the City. The Warehouse Bays will be leased and/or sold primarily to third parties engaged in Secondary Industries in furtherance of the purposes of the District as set forth in the Plan.

(d) The Authority has good and marketable title to the land upon which the Project and the Infrastructure Improvements shall be constructed and installed (the “**Project Site**”), free and clear of all liens, encumbrances and defects except such as do not materially affect the value of the Project Site or materially interfere with the use made and proposed to be made of the Project Site by the Authority.

(e) The Authority estimates the total cost of the Infrastructure Improvements is \$762,510 as described in Exhibit A hereto, the total cost of the 2021 Project is \$1,330,000 as described in Exhibit B hereto, and the total cost of the Project is \$12,447,661.

(f) The Authority is not aware of any facts the existence of which would cause the Authority to be in violation of any Environmental Laws and Regulations applicable to the Project Site, the Project, or the Infrastructure Improvements. The Authority has not received from any local, State, or federal official any notice or communication indicating that the activities of the Authority may be or will be in violation of any Environmental Laws and Regulations applicable to the Project Site, the Project or the Infrastructure Improvements.

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

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

### Section 3. Authority's Undertakings.

3.1. Construction of Project and Infrastructure Improvements. The Authority hereby agrees and commits to the City that it will diligently prosecute to completion the construction of the Project and the Infrastructure Improvements in accordance with the Application, this Agreement, the plans submitted to the City and all applicable federal, State and local laws, rules, regulations and ordinances relating to or governing the development or use of the Project and the Infrastructure Improvements, including applicable Land Use Regulations and Environmental Laws and Regulations. The Authority agrees and commits to the City that construction of the Infrastructure Improvements shall be completed by December 31, 2022 and the 2021 Project shall be completed by December 31, 2023, subject in each case to Unavoidable Delays. The total costs of the Infrastructure Improvements and the 2021 Project are shown on Exhibit A and Exhibit B hereto, respectively. The Authority has the financial capacity to complete the Infrastructure Improvements and the 2021 Project, and the Authority agrees to pay all such costs thereof. If there is an increase in the costs of the Infrastructure Improvements or the 2021 Project from that shown on Exhibit A and Exhibit B hereto that cannot be covered by the contingency amount, the Authority shall notify the City of the increase and submit additional evidence in a form acceptable to the City that the Authority has the financial capacity and/or financial commitments to cover such additional costs and complete the Infrastructure Improvements and the 2021 Project. The Authority acknowledges and agrees that the City is not

responsible for installing, constructing or otherwise providing the Project or the Infrastructure Improvements.

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

3.3. Competitive Bidding; Prevailing Wage Rates; and Preference for Montana Residents. The Authority and the City are each obligated to follow certain laws with respect to the expenditure of public funds, which includes Tax Increment funds. The Authority agrees that in the awarding of contracts or subcontracts for the Infrastructure Improvements that (i) it will and it will cause its contractors to competitively bid the contracts and subcontracts for each of component of the Infrastructure Improvements; (ii) it will and it will cause its contractors and subcontractors to pay the Prevailing Wage Rates on such contracts or subcontracts related to the Infrastructure Improvements; (iii) it will and it will cause its contractors and subcontractors will give preference to the employment of bona fide residents of the State, as required by Montana Code Annotated Section 18-2-403 and as such term is defined by Montana Code Annotated Section 18-2-401(1) and the Administrative Rules of the State, including but not limited to A.R.M. 24.17.147, obliging the Authority and its contractors and subcontractors to hire 50% bona fide Montana residents with respect to the installation and construction of the Infrastructure Improvements; and (iv) when making assignments of work, it will and it will cause its contractors and subcontractors to use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned. The Authority will provide to the City all documentation requested to verify the compliance of the Authority, its contractors and subcontractors with the foregoing requirements. Failure of the contractors and subcontractors to pay the Prevailing Wage Rates on the Infrastructure Improvements shall be considered a breach of this Agreement and the City shall be entitled to exercise any and all measures to assure compliance and retroactive compensation plus interest to employees not paid in accordance with this Agreement, and recovery of any penalty or fine assessed by the State attributed to any failure to pay the Prevailing Wage Rates. Additionally, the Authority acknowledges that a violation of these requirements shall result in the City not being able to pay or reimburse the Authority for costs of the Infrastructure Improvements. **“Prevailing Wage Rates”** means (i) Montana Prevailing Wage Rate for public works projects are published from time to time by and available from the Montana Department of Labor and Industry, Research and Analysis Bureau, P.O. Box 1728, Helena, Montana 59624, telephone number (800) 541-3904; and (ii) applicable Federal Prevailing Wage Rates for public works projects are published from time to time by and available from <https://www.dol.gov/whd/govcontracts/PrevailingWageResources.htm>.

3.4. Ownership. The Project will initially be owned by the Airport and a private investment partner. The Warehouse Bays will be leased and/or sold primarily to third parties

engaged in Secondary Industries in furtherance of the purposes of the District as set forth in the Plan. Notwithstanding the foregoing, at all times during the term of this Agreement the Authority shall own the Project Site and the Infrastructure Improvements and shall not sell, assign, convey, transfer, lease, encumber or otherwise dispose of the Project Site or the Infrastructure Improvements without the written consent of the City, subject in each case to ownership of any of the Infrastructure Improvements by the applicable utility service.

3.5. Operation and Maintenance. At all times during the term of this Agreement, the Authority will operate and maintain, preserve and keep the Project Site, the Project and the Infrastructure Improvements, or cause the Project Site, the Project and the Infrastructure Improvements to be operated, maintained, preserved and kept, for the purposes for which it was constructed, and with the appurtenances and every part and parcel thereof, in good repair and condition.

3.6. Utilities. The Authority shall not interfere with or permit interference with, or construct or permit construction of any improvements over, any public street or utility easement without the prior written approval of the City. All connections to public utility lines and facilities shall be subject to approval of the City and any private utility company involved. The Authority at its own expense shall replace any public facilities or utilities damaged by the Authority, its agents or by others acting on behalf of or under the direction or control of the Authority or its agent, or by any tenant or other owner of all or any portion of the Project.

3.7. Easements. To the extent that the Infrastructure Improvements are to be located on Authority property, the Authority will grant, and will cause all tenants and other owners of all or any portion of the Project to grant, to the City from time to time such easements, rights-of-way and similar licenses the City may reasonably request.

3.8. Permits; Environmental Laws and Regulations. The Authority will obtain or cause to be obtained, in a timely manner and at the Authority's sole cost and expense, all required permits, licenses and approvals, and will meet and will cause all tenants and other owners of all or any portion of the Project to meet all requirements of all local, State and federal laws, rules, regulations and ordinances which must be obtained or met, in each case in connection with the acquisition and construction of the Project and the Infrastructure Improvements. Without limiting the foregoing, the Authority will request and obtain, or caused to be requested and obtained, from the City or other appropriate governmental authority, all necessary variances, conditional use permits and zoning changes with respect to the Project and the Infrastructure Improvements. The Authority will comply and will contractually obligate all tenants and other owners of all or any portion of the Project to comply in all material respects with all Environmental Laws and Regulations (as hereinafter defined) applicable to the construction, acquisition and operation of the Project and the Infrastructure Improvements, will obtain and will cause all tenants and other owners of all or any portion of the Project to obtain any and all necessary environmental reviews, licenses or clearances under, and will comply and will cause all tenants and other owners of all or any portion of the Project to comply in all material respects with, Environmental Laws and Regulations.

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

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

Section 4. City Undertakings. Subject to the terms and conditions of this Agreement, the City agrees to (i) reimburse the Authority for \$110,000 of costs of the Infrastructure Improvements with Tax Increment funds on hand ("**Cash Reimbursement**") and (ii) issue Bonds payable from Tax Increment in a principal amount sufficient to pay or reimburse the Authority for \$652,510 of costs of the Infrastructure Improvements, to fund a deposit to the reserve account required by the Bond Resolution and to pay costs of issuance of the Bonds. The City estimates that the aggregate principal amount of the Bonds necessary to cover the costs set forth in clause (ii) above is approximately \$800,000. The City's commitment to issue the Bonds is subject to the fulfillment of each and all of the following additional conditions precedent:

(a) There shall be sufficient Tax Increment to issue the Bonds (and pay debt service thereon) in an aggregate principal amount sufficient to pay or reimburse the Authority for \$652,510 of costs of the Infrastructure Improvements, to fund a deposit to a reserve account required by the Bond Resolution and to pay costs of issuance of the Bonds, and to provide coverage up to 140% of the maximum annual debt service requirements required under the Bond Resolution as determined by the City. In addition, the Authority understands and agrees that the City currently has, and may in the future have, binding commitments with respect to the use of Tax Increment, and the obligations of the City to issue Bonds shall not have priority over any such other binding commitments in effect on the date of execution of this Agreement.

(b) The Bonds shall be marketable at interest rates acceptable to the City. The Authority understands that the City does not guarantee the marketability of the Bonds or the interest rate(s) thereon.

(c) No court or governmental or regulatory agency shall have enacted or issued any judgment, injunction, statute, rule, regulation or other order, nor shall any action suit, proceeding or investigation before any court or governmental or regulatory authority be pending, which prohibits or would prohibit, in whole or in part, the consummation of the proposed transactions.

(d) All required State and local governmental, regulatory and other third-party approvals or consents shall have been obtained.

(e) The City shall have received an opinion of Bond Counsel as to the tax-exempt status of interest on the Bonds.



(f) All of the Authority's representations as set forth in this Agreement shall be true and correct and the Authority shall not be breach of any covenant or undertaking as set forth in this Agreement.

Section 5. Payment or Reimbursement for Infrastructure Improvements.

5.1. Each payment or reimbursement request by the Authority with respect to the Infrastructure Improvements shall be subject to the following conditions and in accordance with the following procedures:

(a) With respect to the portion of the Infrastructure Improvements payable from the Cash Reimbursement, the Authority shall have completed sufficient categories of Infrastructure Improvements in their entirety and totaling not less than \$110,000 in the aggregate (for example, all of the sanitary sewer improvements plus all of the water extension improvements) and the City shall have delivered to the Authority written acceptance of such completed categories of Infrastructure Improvements (which may be in the form of a Certificate of Completion or such other format as required by the City).

(b) With respect to the portion of the Infrastructure Improvements payable from proceeds of the Bonds, the Infrastructure Improvements shall have been completed in their entirety, the City shall have delivered to the Authority written acceptance of the Infrastructure Improvements (which may be in the form of a Certificate of Completion or such other format as required by the City), and the City shall have issued the Bonds.

(c) Any payment or reimbursement by the City for costs of the Infrastructure Improvements will be based on paid or outstanding invoices for costs incurred by the Authority, its contractors and subcontractors or utility companies. The City may reject, in its sole discretion, any invoice to the extent it is not part of the Infrastructure Improvements.

(d) All of the Authority's representations as set forth in this Agreement shall be true and correct and the Authority shall not be breach of any covenant or undertaking as set forth in this Agreement.

(e) The request for payment or reimbursement must be accompanied by a signed draw request substantially in a form attached as Exhibit C hereto and acceptable to the City, accompanied by the invoices and lien waivers (if relevant) from the contractors or subcontractors performing the work to be paid or reimbursed.

(f) The City will cause payment or reimbursement for all properly submitted and allowable expenses to be paid within 30 days of satisfaction of the requirements of this Section 5, subject to compliance with City accounts payable procedures.

5.2. The Authority acknowledges that the City's commitment to pay or reimburse the Authority for costs of the Infrastructure Improvements is a limited obligation of the City payable solely from the Tax Increment. Such commitment is not a general obligation of the City and neither the general credit nor the taxing power of the City, Cascade County or the State is pledged to the payment thereof. Neither the Ordinance, this Agreement nor any other agreement

or obligation of the City contained herein or therein shall be construed to constitute an indebtedness of the City, Cascade County or the State within the meaning of any constitutional or statutory provisions whatsoever. The Authority understands that the City has no control over the amount of Tax Increment that may be available to pay such commitment and that no other City funds will be available or used to pay such commitment.

Section 6. Release and Indemnification; Insurance.

6.1. Release and Indemnification. The Authority releases the City and all Commission members, officers, agents, servants and employees thereof (the “**Indemnified Parties**”) from, and covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties against, any loss, damage, cost (including reasonable attorneys’ fees), claim, demand, suit, action or other proceeding whatsoever (i) arising or purportedly arising out of, or resulting or purportedly resulting from, any breach or violation by the Authority of any representation, agreement, condition or covenant of this Agreement, the construction and installation of the Project and the Infrastructure Improvements, the ownership, maintenance and operation of the Project Site, the Project and the Infrastructure Improvements, or the presence on any portion of the Project Site of any dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances or (ii) which is caused by the Authority or its officers, agents, contractors, subcontractors, consultants or employees or any tenant or other owner of all or any portion of the Project; except that such indemnification shall not apply to the extent that the loss, damage or cost is determined by a court of competent jurisdiction to have been caused by the negligence, willful misconduct or bad faith of the Indemnified Party.

6.2. Insurance. The Authority shall keep, or cause its private investment partner and/or the applicable owner or lessee of the Warehouse Bays to keep, the Warehouse Bays insured against such risks and in such amounts, with such deductible provisions, as are customary in connection with facilities of the type and size comparable to the unit.

Section 7. General Provisions.

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

7.2. Rights Cumulative. The rights and remedies of the parties hereto, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party hereto of any one or more of such remedies shall not preclude the exercise by such party, at the same or different times, of any other remedy for the same default or breach or of any of its remedies for

any other default or breach of the party subject to the limitation of remedies provided herein. No waiver made by such party with respect to the performance or the manner or time thereof, of any obligation under this Agreement, shall be considered a waiver with respect to the particular obligation of the other party or a condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any obligations of the other party. Delay by a party hereto instituting or prosecuting any cause of action or claim hereunder shall not be deemed a waiver of any rights hereunder.

7.3. Injunction; Specific Performance. The parties hereto agree that, in the event of a breach of this Agreement by any party or its successors or assigns, the non-breaching party would suffer irreparable harm. Therefore, in the event any party or its successors or assigns fails to comply with the provisions of this Agreement, the parties expressly agree that the non-breaching party may pursue any remedy at law or in equity, including without limitation, the remedies of injunction and specific performance. In addition, in the event of a breach of this Agreement by the Authority, including the failure of the Authority and/or its private investment partner to sell or lease the Warehouse Bays primarily to third parties engaged in Secondary Industries, the City may require that the Authority return all amounts paid by the City to or for the benefit of the Authority hereunder.

7.4. Term of Agreement. This Agreement will remain in effect until the date upon which there are no Bonds outstanding and all obligations under this Agreement have been satisfied or discharged; provided that the Authority understands that if Bonds are not issued on or before November 5, 2023, the District will expire and all obligations of the City hereunder shall terminate. Notwithstanding, Sections 6.1 and 7 shall in all events survive the termination of this Agreement.

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

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

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

If to the Authority: Great Falls International Airport Authority  
2800 Terminal Drive  
Great Falls, Montana 59404  
Attn: Airport Director

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

7.7. Assignment. This Agreement is unique between the City and the Authority and no party may assign any rights or privileges or delegate any duties or obligations under this Agreement, including to any tenant or other owner of all or any portion of the Project, without first obtaining the written consent of the other parties hereto.

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

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

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

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

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

7.13. Further Assurances and Corrective Instruments. The City and the Authority agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required or advisable for correcting any inadequate or incorrect description of the

Project or the Infrastructure Improvements or for carrying out any of the provisions of this Agreement.

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

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

*[remainder of page left intentionally blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF GREAT FALLS, MONTANA

[SEAL]

By \_\_\_\_\_  
Gregory T. Doyon, City Manager

Attest:

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

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Sara R. Sexe, City Attorney

GREAT FALLS INTERNATIONAL  
AIRPORT AUTHORITY

\_\_\_\_\_  
Name: John Faulkner  
Title: Airport Director

STATE OF MONTANA     )  
                                      : ss.  
COUNTY OF CASCADE    )

This instrument was acknowledged before me on \_\_\_\_\_, 2021 by  
\_\_\_\_\_ of Great Falls International Airport Authority, on behalf of said  
Authority.

(Notarial Seal)

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

EXHIBIT A  
INFRASTRUCTURE IMPROVEMENTS

|                                | <u>Estimated Expense</u> |
|--------------------------------|--------------------------|
| Infrastructure Design          | \$70,000                 |
| Electrical Extension           | \$31,867                 |
| Gas Extensions                 | \$30,120                 |
| Water Extensions               | \$75,625                 |
| Sanitary Sewer                 | \$76,100                 |
| Stormwater                     | \$212,055                |
| Data/communications            | \$26,600                 |
| Roadways and Entrance Flatwork | \$240,143                |



EXHIBIT B

2021 PROJECT COSTS AND SOURCES OF FUNDS

| <b>GREAT FALLS INTERNATIONAL AIRPORT</b>        |              |   |             |                 |                  |                      |
|---|--------------|---|-------------|-----------------|------------------|----------------------|
| <b>WAREHOUSE COMMERCIAL DEVELOPMENT</b>         |              |   |             |                 |                  |                      |
| <b>PRELIMINARY - CONSTRUCTION COST ESTIMATE</b> |              |   |             |                 |                  |                      |
| <b>February 11, 2020</b>                        |              |   |             |                 |                  |                      |
| <b>STORMWATER IMPROVEMENTS</b>                  |              |   |             |                 |                  |                      |
| <b>BID ITEM</b>                                 | <b>SPEC.</b> | <b>DESCRIPTION</b>                      | <b>UNIT</b> | <b>QUANTITY</b> | <b>UNIT COST</b> | <b>EXTENDED COST</b> |
| 1   | P-152        | Unclassified Excavation                 | CY          | 3,811           | \$45.00          | \$171,495.00         |
| 2   | D-701        | 18 Inch RCP (Class III)                 | LF          | 162             | \$180.00         | \$29,160.00          |
| 3   | D-701        | 18 Inch Flared End Section (Class III)  | EA          | 6               | \$1,900.00       | \$11,400.00          |
| <b>SUBTOTAL =</b>                               |              |   |             |                 |                  | <b>\$212,055.00</b>  |
| <b>SITE UTILITIES</b>                           |              |   |             |                 |                  |                      |
| <b>BID ITEM</b>                                 | <b>SPEC.</b> | <b>DESCRIPTION</b>                      | <b>UNIT</b> | <b>QUANTITY</b> | <b>UNIT COST</b> | <b>EXTENDED COST</b> |
| 1   | MPWSS 02660  | 12" PVC Waterline                       | LF          | 269             | \$125.00         | \$33,625.00          |
| 2   | MPWSS 02660  | 12" Gate Valve                          | EA          | 1               | \$3,500.00       | \$3,500.00           |
| 3   | MPWSS 02660  | Connect to Existing Waterline           | EA          | 1               | \$5,500.00       | \$5,500.00           |
| 4   | MPWSS 02660  | Waterline Directional Bore              | EA          | 1               | \$25,000.00      | \$25,000.00          |
| 5   | MPWSS 02660  | Fire Hydrant Assembly (Includes Valves) | EA          | 1               | \$8,000.00       | \$8,000.00           |
| 6   | MPWSS 02660  | 6" PVC Sanitary Sewer Service           | LF          | 280             | \$70.00          | \$19,600.00          |
| 7   | MPWSS 02730  | Sewerline Directional Bore              | EA          | 1               | \$35,000.00      | \$35,000.00          |
| 8   | MPWSS 02730  | Install Sand/Oil Interceptor            | EA          | 1               | \$15,000.00      | \$15,000.00          |

|   |                |                                    |             |                 |                  |                      |
|---|----------------|------------------------------------|-------------|-----------------|------------------|----------------------|
| 9   | MPWSS<br>02730 | 4' DIA. Sanitary Sewer Manhole     | EA          | 1               | \$6,500.00       | \$6,500.00           |
| 10  | ---            | 2" Gas Line                        | LF          | 502             | \$60.00          | \$30,120.00          |
| 11  | L-110          | 4" PVC DEB Primary Conduit         | LF          | 299             | \$33.00          | \$9,867.00           |
| 12  | ---            | Install NW Energy Transformer      | EA          | 1               | \$22,000.00      | \$22,000.00          |
| 13  | ---            | 2" Conduit for COMM Extension      | EA          | 240             | \$40.00          | \$9,600.00           |
| 14  | ---            | COMM Pedestal                      | EA          | 2               | \$1,000.00       | \$2,000.00           |
| 15  | ---            | COMM Directional Bore              | EA          | 1               | \$15,000.00      | \$15,000.00          |
| <b>SUBTOTAL =</b>                         |                |                                    |             |                 |                  | <b>\$240,312.00</b>  |
| <b>ENTRY ROADWAYS</b>                     |                |                                    |             |                 |                  |                      |
| <b>BID ITEM</b>                           | <b>SPEC.</b>   | <b>DESCRIPTION</b>                 | <b>UNIT</b> | <b>QUANTITY</b> | <b>UNIT COST</b> | <b>EXTENDED COST</b> |
| 1   | P-152          | Unclassified Excavation            | CY          | 1,379           | \$45.00          | \$62,055.00          |
| 2   | 02235-1        | 3/4 Inch Minus Crushed Base Course | CY          | 935             | \$50.00          | \$46,750.00          |
| 3   | 02502-1        | Asphalt Tack Coat                  | GAL         | 344             | \$4.50           | \$1,548.00           |
| 4   | 02510-1        | Asphalt Concrete Pavement          | TON         | 1,266           | \$65.00          | \$82,290.00          |
| 5   | 02510-2        | Asphalt Cement                     | TON         | 76              | \$625.00         | \$47,500.00          |
| <b>SUBTOTAL =</b>                         |                |                                    |             |                 |                  | <b>\$240,143.00</b>  |
| <b>AUTHORITY FUNDED TRUCK CIRCULATION</b> |                |                                    |             |                 |                  |                      |
| <b>BID ITEM</b>                           | <b>SPEC.</b>   | <b>DESCRIPTION</b>                 | <b>UNIT</b> | <b>QUANTITY</b> | <b>UNIT COST</b> | <b>EXTENDED COST</b> |
| 1   | P-152          | Unclassified Excavation            | CY          | 1,545           | \$45.00          | \$69,525.00          |
| 2   | 02235-1        | 3/4 Inch Minus Crushed Base Course | CY          | 1,050           | \$50.00          | \$52,500.00          |
| 3   | 02502-1        | Asphalt Tack Coat                  | GAL         | 415             | \$4.50           | \$1,867.50           |
| 4   | 02510-1        | Asphalt Concrete Pavement          | TON         | 1,525           | \$65.00          | \$99,125.00          |
| 5   | 02510-2        | Asphalt Cement                     | TON         | 92              | \$625.00         | \$57,500.00          |
| <b>SUBTOTAL =</b>                         |                |                                    |             |                 |                  | <b>\$280,517.50</b>  |
| <b>TOTAL =</b>                            |                |                                    |             |                 |                  | <b>\$973,027.50</b>  |

## EXHIBIT C

## AUTHORITY REQUISITION FORM

TO: City of Great Falls, Montana (the “City”)  
 FROM: Great Falls International Airport Authority (the “Authority”)  
 SUBJECT: Reimbursements for Infrastructure Improvements

This represents Authority Requisition No. \_\_\_\_ in the total amount of \$\_\_\_\_\_ for payment of the Infrastructure Improvements.

The undersigned, as Authorized Authority Representative, intends that this certificate will satisfy the requirements of Section 3 of the Development Agreement, dated as of [\_\_\_\_], 2021 between the City and the Authority, and does hereby certify on behalf of the Authority that:

- (a) the expenditures for which reimbursement is requested are listed in summary form in the attached schedule;
- (b) the amounts requested have been paid by the Authority for property or to contractors, subcontractors, materialmen, engineers, architects or other persons who will perform or have performed necessary or appropriate services or will supply or have supplied necessary or appropriate materials for the acquisition, construction, renovation, equipping and installation of the Infrastructure Improvements, as the case may be, and that, to the best of my knowledge, the fair value of such property, services, or materials is not exceeded by the amounts requested to be paid;
- (c) the cost of work to be reimbursed has been competitively bid and the contractor or subcontractor has paid the Montana prevailing wage for such work;
- (d) no part of the several amounts requested to be reimbursed, as stated in such certificate, has been or is the basis for the reimbursement of any money in any previous or pending request; and
- (e) the reimbursement of the amounts requested will not result in a breach of any of the covenants of the Authority contained in the Agreement.

Dated: \_\_\_\_\_, 20\_\_

Great Falls International Airport Authority

By: \_\_\_\_\_  
Authorized Authority Representative

Schedule to Authority Requisition No. \_\_\_\_\_

Payee

Purpose

Amount



Commission Meeting Date: December 6, 2022

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Professional Services Agreement for Fire Station Infrastructure Project, OF 1797.1

**From:** Sylvia Tarman, ARPA Project Manager; Tom Hazen, Grants and Program Administrator

**Initiated By:** Fire Department

**Presented By:** Sylvia Tarman, ARPA Project Manager

**Action Requested:** Approve Professional Services Agreement with Cushing Terrell for the Fire Station Infrastructure project and the use of American Rescue Plan Act funds.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) the Professional Services Agreement with Cushing Terrell for the Fire Station Infrastructure Project in the amount of \$248,800.00 utilizing American Rescue Plan Act funds, and (authorize/not authorize) the City Manager to execute the contract documents.”

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

**Staff Recommendation:** Staff recommends that the City Commission approve the design contract by Cushing Terrell, for the Fire Station Infrastructure Project.

**Summary:** City staff have been working with Cushing Terrell to review the current conditions and future needs of Fire Stations 1 through 4. The Fire Department identified the need to update the HVAC systems and dormitory areas at all four fire stations. Cushing has provided a budget estimate for design services for the project. Staff recommends approval of the design contract to enable construction of the project in spring/summer of 2023.

**Background:** The Fire Station Infrastructure Project was identified as a Tier 1 American Rescue Plan Act (ARPA) project by the City Commission at the April 5, 2022 meeting. City staff have been working with Cushing Terrell on preliminary design options for this project. Fire Department personnel, along with Finance personnel, identified the need to update the HVAC, dormitory, and gym areas of all four fire stations to support social distancing protocols and update aging infrastructure. City staff have been working with Cushing Terrell staff on preliminary evaluations of the fire stations and possible remodel options.

Cushing has provided a design estimate for the project, in the amount of \$248,800.00, for the design work for all four fire stations. This design will include the necessary architectural, mechanical, and electrical construction documents to enable bidding by a qualified contractor. Cushing is ready to execute the project immediately upon approval from the Commission.

**Conclusion** – Staff recommends approval of the design contract put forth by Cushing Terrell for the Fire Station Infrastructure Project, in the amount of \$248,800.00.

**Alternatives:** The City Commission could vote to decline the proposed design contract provided by Cushing.

**Concurrences:** Representatives of the Fire and Finance Departments have coordinated in development of this proposal.

**Attachments/Exhibits:**

Professional Services Agreement and Scope of Work provided by Cushing Terrell

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as “City,” and **CTA INC**, dba Cushing Terrell, , , 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 TWO HUNDRED FORTY EIGHT THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$248,800.00) for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

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

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

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



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

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

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

|    |   |   |
|----|---|---|
| 1. | Commercial General Liability<br>(bodily injury and property damage) | \$1,000,000 per occurrence<br>\$2,000,000 aggregate |
| 2. | Products and Completed Operations                                   | \$2,000,000   |
| 3. | Automobile Liability  | \$1,500,000 combined single limit                   |
| 4. | Workers’ Compensation   | Not less than statutory limits                      |
| 5. | Employers’ Liability  | \$1,000,000   |

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

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

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

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

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

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

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

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

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

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

14. **Liaison:** City’s designated liaison with Consultant is \_\_\_\_\_ and Consultant’s designated liaison with City is \_\_\_\_\_.

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

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

**CITY OF GREAT FALLS, MONTANA**

**CONSULTANT**

**By:** \_\_\_\_\_  
**Print Name:**  
**Print Title:**  
**Date:**

**By:** \_\_\_\_\_  
**Print Name: Anthony Houtz**  
**Print Title: Associate Principal**  
**Date: 10.24.2022**

ATTEST:

(Seal of the City)

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

APPROVED AS TO FORM:

By \_\_\_\_\_  
David G. Dennis, Interim 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.

October 31, 2022



Mr. Greg Doyon  
c/o Sylvia Tarman  
City of Great Falls  
#2 Park Drive South  
Great Falls, Montana 59401

## Re: Great Falls Fire Department MultiStation Renovations

Mr. Doyon :

Per our conversation, please see the following proposal for providing design documents for renovating the four fire stations in Great Falls to enhance their safety, long-term maintenance, and viability.

### SCOPE OF PROJECT

The Fire Station Infrastructure in Great Falls primarily consists of one central administrative station (Station 1) and three branch stations (Stations 2,3, and 4). A fifth area, the training facility, is not included in the scope of this proposal or in the current projected scope of renovation work. Station 1 is the largest of the four stations both in size and in number of engines and team members stationed there. The other three branch stations are all similar in size and function.

The original fire stations are constructed primarily of concrete and masonry. Stations 1 and 3 were constructed ca 1970, while Station 2 was constructed ca 1968. Most of the original spaces, construction, and equipment are still in place and in use and are well past their anticipated lifespan. Similarly, much of the equipment itself is no longer capable of effective maintenance.

We understand the scope of the project to review the existing facilities and focus on a few primary areas for implementing design solutions to increase safety for the occupants. These safety-related priorities are centered on recent Covid-19 developments, and as first responders for the community, the fire stations are critical city infrastructure for improvement. Areas for review include, but are not limited to, the following :

**Mechanical Systems.** At the time of their original construction, fresh ventilation air was not as important as it is now known to be. Not only will our team review the systems to enhance fresh air ventilation, but will also review them to ensure long life-cycle and maintenance-friendly systems.

**Electrical Systems.** The electrical system infrastructure will be evaluated and upgraded as necessary to support the new mechanical infrastructure. Originally, much of the electrical system conduit was set inside the concrete floor slabs. These conduit have seen deterioration over time and are difficult to work with on site. Where possible, the electrical systems will be cleaned up and conformed to current code and building practice.

**Sleeping Areas for Firefighters.** Currently, the fire teams are residents in the Station for extended periods of time and their sleeping areas have been open bunk areas. Due to increased attention on spread of

illnesses and paired with first-responder status needs, it is important to semi-isolate the sleeping areas to better isolate any airborne infectants.

Locker Areas, Changing Rooms, and Restrooms. Stations 2 and 4 have already addressed their locker and changing areas, but Stations 1 and 3 need renovations to the locker area to accommodate contemporary fire team needs and address major plumbing issues in the stations.

Fitness Room. Ventilation in these rooms is non-existent and is critically important for the use of these rooms, which is required by regulation. They currently have high ceilings, but the air quality in each station is very low and needs to be addressed.

Our team will incorporate as-built existing information into our three-dimensional building model and provide design solutions for these areas in an integrated fashion for delivery to a contractor for construction. Primary disciplines will include Architectural and Plumbing design by Cushing Terrell, and Mechanical/Electrical design by our consultant with familiarity of the Fire Stations. Fire protection and Fire Alarm design is not included in this proposal but if necessary, those design services may be added at a future date. Structural design work is included as necessary to support mechanical systems, but overall structural review or any structural improvements are not included in this proposal, as they are not anticipated to be needed.

**PROPOSAL**

Based on Scope of Project and Services described below, Cushing Terrell proposes working toward a budgeted amount for each portion of the project. The project will be billed monthly. Payments are due and payable fifteen (15) days from the date of Cushing Terrell’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of 1.5% per month.

The budget figure can be adjusted, although we feel this is, in general, a reasonable reflection of the effort required for the project. Cushing Terrell will be happy to work with your team to identify project scope or services that can be expanded, reduced or eliminated.

Basic Services Budget:

- Site Investigation and Preliminary Scoping \$13,744
- Design Development \$60,130
- Construction Documents \$97,926
- Mechanical/Electrical Engineering \$77,000
- Bidding and Construction Administration
  - Not Included – to be contracted prior to Bid

If this proposal meets your approval, please sign one copy and return as a Notice to Proceed. Thank you for the opportunity to be a part of this project.

Respectfully submitted,

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Anthony Houtz, AIA, LEED AP  
Cushing Terrell

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Mr. Greg Doyon  
City of Great Falls



*Commission Meeting Date:* December 6, 2022

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Professional Services Agreement for Civic Center Systems Improvement Design Project, OF 1750.2

**From:** Sylvia Tarman, ARPA Project Manager; Tom Hazen, Grants and Program Administrator

**Initiated By:** Planning and Community Development

**Presented By:** Sylvia Tarman, ARPA Project Manager

**Action Requested:** Approve Professional Services Agreement with Cushing Terrell for the Civic Center Systems Improvement Design Project and the use of American Rescue Plan Act funds.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) the Professional Services Agreement with Cushing Terrell for the Civic Center Systems Improvement Design Project in the amount of \$179,967.00 utilizing American Rescue Plan Act funds, and (authorize/not authorize) the City Manager to execute the contract documents.”

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

---

**Staff Recommendation:** Staff recommends that the City Commission approve the design contract by Cushing Terrell, for the Civic Center Systems Improvement Design Project.

**Summary:** City staff have been working with Cushing Terrell to review the current conditions and future needs of the heating/cooling systems and electrical equipment of the Civic Center. Cushing has provided a budget estimate for design services for the project. Staff recommends approval of the design contract to enable construction of the project in spring/summer of 2023.

**Background:** The HVAC/Boiler/Transformer Upgrade Project was identified as a Tier 1 ARPA project by the City Commission at the April 5, 2022 meeting. City staff have been working with Cushing Terrell on preliminary design options for these projects. Because of the way these systems are integrated with one another Cushing has recommended combining the designs under one project, thus named the Civic Center Systems Improvement Design Project. Cushing has suggested moving forward with the HVAC portion of the project first to enable ordering of the long lead equipment.

Cushing has provided a design estimate for the project, in the amount of \$179,967.00, for the design work for all three portions of the project. This design will include the necessary architectural, mechanical, and electrical construction documents to enable bidding by a qualified contractor. Due to their familiarity with the Civic Center building and infrastructure, they are well suited to provide an integrated design for the overall project. Cushing is ready to execute the project immediately upon approval from the Commission.

**Conclusion** – Staff recommends approval of the design contract put forth by Cushing Terrell for the Civic Center Systems Improvement Design Project, in the amount of \$179,967.00.

**Alternatives:** The City Commission could vote to decline the proposed design contract provided by Cushing.

**Concurrences:** Representatives of the Planning and Community Development and Finance Departments have coordinated in development of this proposal.

**Attachments/Exhibits:**

Professional Services Agreement and Scope of Work provided by Cushing Terrell



**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as “City,” and **CTA INC**, dba Cushing Terrell, , , 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 ONE HUNDRED SEVENTY NINE THOUSAND NINE HUNDRED SIXTY SEVEN AND 00/100 DOLLARS (\$179,967.00) for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

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

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

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

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

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

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

- |    |   |   |
|----|---|---|
| 1. | Commercial General Liability<br>(bodily injury and property damage) | \$1,000,000 per occurrence<br>\$2,000,000 aggregate |
| 2. | Products and Completed Operations                                   | \$2,000,000   |
| 3. | Automobile Liability  | \$1,500,000 combined single limit                   |
| 4. | Workers’ Compensation   | Not less than statutory limits                      |
| 5. | Employers’ Liability  | \$1,000,000   |

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

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

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

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

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

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

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

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

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

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

14. **Liaison:** City’s designated liaison with Consultant is \_\_\_\_\_ and Consultant’s designated liaison with City is \_\_\_\_\_.

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

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

**CITY OF GREAT FALLS, MONTANA**

**CONSULTANT**

**By:** \_\_\_\_\_  
**Print Name:**  
**Print Title:**  
**Date:**

**By:** \_\_\_\_\_  
**Print Name: Anthony Houtz**  
**Print Title: Associate Principal**  
**Date: 10.24.2022**

ATTEST:

(Seal of the City)

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

APPROVED AS TO FORM:

By \_\_\_\_\_  
David G. Dennis, Interim 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.

October 26, 2022



Mr. Greg Doyon  
c/o Sylvia Tarman  
City of Great Falls  
#2 Park Drive South  
Great Falls, Montana 59403

## Re: Civic Center Systems Improvement Design

Mr. Doyon :

Per our conversation, please see the following proposal for providing design documents for design and replacement of multiple systems at the Great Falls Civic Center.

### SCOPE OF PROJECT

The existing rooftop units that serve the upper floor of the Civic Center are at or past their life expectancy and are in need of replacement. The units that serve the main floor have been replaced recently as part of the remodels of those office suites, but the upper floor units have not yet been addressed.

Most of the office suites are served by a combination of exterior radiant heating served from the boiler plant and paired with rooftop unit for cooling and fresh air supply. Some areas have split system condensing units. While it would update the system components to simply replace existing rooftop units, it would prove beneficial over the long term future, use, and comfortability of the building to look at pairing a variable-refrigerant system to handle the cooling. This would allow for energy recovery and would pair nicely with the exterior radiant heating.

The scope of work would be to provide a replacement system design for the entire upper floor level (Gibson room, Missouri Room, adjacent smaller 'Dam' rooms, the HR suite, Manager's Offices, and the Commission Chambers), and would dovetail with the scope of work currently planned for the Human Resources suite. The Convention Center Systems, per City request, are not included in this scope of work.

Knowing that we are working inside an existing building, a hazardous materials report will be required. Typically this would not be directly part of the basic services, but we have included this fee as part of the initial investigation phase in order to obtain as much early information as possible and streamline some of the unknown elements into the decision-making process.

Additionally, areas of the first floor are currently cooled by "over-cooling" the upper floor and allowing the cool air to work down the stairs to the main floor. This method of conditioning the main floor is inefficient and uncontrolled. As such, it is recommended as part of the project to design more specific solutions for the main floor at the entries and the hallways.

The primary heating and power systems for the Civic Center are a boiler system and an aged main distribution panel, respectively. The utility transformer is currently located inside the building in a locked room, which was standard for the time of the building, but is no longer considered a safe solution. As part of this project, our team

will review design solutions for relocating the transformer to the exterior of the building, replace the main electrical distribution panel, and replace the boilers. This work will have to be carefully timed to ensure switchover to new systems with minimal shutdown to the building.

An Arc-Flash study is required by Code for the electrical system on a project of this nature. This study can be performed by an electrical contractor but is advised to be done by an engineer to ensure that proper coordination of the electrical system has been achieved.

**PROPOSAL**

Based on Scope of Project and Services described below, Cushing Terrell proposes working toward a budgeted amount for each portion of the project. The project will be billed monthly. Payments are due and payable fifteen (15) days from the date of Cushing Terrell’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of 1.5% per month.

The budget figure can be adjusted, although we feel this is, in general, a reasonable reflection of the effort required for the project. Cushing Terrell will be happy to work with your team to identify project scope or services that can be expanded, reduced or eliminated.

Basic Services Budget:

- Rooftop Unit Replacement Design \$36,617
- Conditioning System(s) for Main Floor Civic Center \$23,500
- Boiler Replacement \$62,350
- Transformer and Main Distribution Panel Replacement \$43,050
- ArcFlash Study \$14,450
- Bidding and Construction Administration (all phases combined)
  - Not Included – to be contracted prior to Bid

If this proposal meets your approval, please sign one copy and return as a Notice to Proceed.

Thank you for the opportunity to be a part of this project.

Respectfully submitted,

\_\_\_\_\_  
Anthony Houtz, AIA, LEED AP  
Cushing Terrell

\_\_\_\_\_  
Mr. Greg Doyon  
City of Great Falls



Commission Meeting Date: December 6, 2022

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** City of Great Falls American Rescue Plan Act Sub-Awards Review Committee Recommendation.

**From:** Katie Brewer, Fire and Rescue Community Risk Reduction Manager; Kirsten Myre, Finance Department Deputy Director; Robin Beatty, City Attorney Paralegal; Tonya Shumaker, Community Development Block Grant Administrator; and Tom Hazen, Grant and Project Administrator.

**Initiated By:** City of Great Falls City Commission and Finance Department

**Presented By:** Tom Hazen, Grants and Program Administrator

**Action Requested:** Approval of the Review Committee’s recommendation and funding of 14 grant applications submitted by Great Falls organizations.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) the recommendation of the City of Great Falls American Rescue Plan Act, or ARPA, Sub-Award Review Committee and allocate \$2,884,557 of the City’s available ARPA balance to fund the fourteen identified grant applications.”

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

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**Staff Recommendation:** Staff recommends the approval of the City of Great Falls American Rescue Plan Act (ARPA) Review Committee (the Committee) recommendation as submitted and fund the fourteen grant applications identified therein.

**Summary:** The City of Great Falls was allocated approximately \$19.5 million dollars in ARPA funds. The City Commission prioritized the distribution of a portion of that allocation to local partners in 2021. A City of Great Falls ARPA Application was drafted, revised, and made available for public comment. The City accepted applications from February 2<sup>nd</sup>, 2022 to July 15<sup>th</sup>, 2022. Following a screening for eligibility and completeness, the Committee was formed from City employees and tasked with scoring the applications. The Committee met to prepare and present a formal recommendation of applications for funding to City Manager Doyon. After City Manager Doyon reviewed and approved the Committee’s findings they were presented to the Commission at a special work session on November 17<sup>th</sup>, 2022. The Commission requested the proposal be presented for formal discussion at a regular meeting.



**Background:** The City Commission first expressed a desire to issue a portion of the \$19.5 million ARPA money issued directly to the City from the United States Department of the Treasury at the September 7<sup>th</sup>, 2021 Work Session.

To that end, a draft of an Application Document was presented to the Commission and revised between the dates of September 21<sup>st</sup> and October 5<sup>th</sup> of 2021. The City then posted the Application online and issued a press release inviting public comments between the dates of October 8<sup>th</sup> and October 18<sup>th</sup> of 2021. In addition to eligible and ineligible activities, the Application also identified the City of Great Falls ARPA Goals and Priorities as set by the Commission:

1. Projects serving a significant number of Great Falls Residents; and
2. Projects addressing the negative impacts of the COVID-19 Pandemic on the Tourism, Travel, and Hospitality industries; and
3. Projects addressing an urgent and/or unaddressed need in the community; and
4. Projects that have not received funding from other sources since March 31, 2021; and
5. Projects that can be completed within the required timeframe.

The final addition, a scoring matrix, was approved by the Commission at the January 18<sup>th</sup>, 2022 work session. After adding the matrix, City Staff posted the application to the City Website and began accepting applications on February 2<sup>nd</sup>, 2022. The City Commission elected to place a \$3 million cap on awarded grants at the March 17<sup>th</sup>, 2022 Work Session. Applications were accepted through July 15<sup>th</sup>, 2022 at 5:00 P.M.

It was reported at the July 19<sup>th</sup>, 2022 Work Session that the City had received 34 applications totaling \$10,464,425.81. At that same work session, the Commission was presented with and discussed the forthcoming review process. First, all applications would be reviewed for eligibility and completeness. Next, a Review Committee would be selected from city employees. The Committee would then score and rank all eligible applications. The Committee would then prepare a recommendation that would be submitted to City Manager Greg Doyon. Once the City Manager had approved the recommendation it would be presented to the City Commission for final approval.

Preliminary screening identified ten applications that were ineligible. The primary reason for determining ineligibility was a lack of either (a) a clearly demonstrable negative economic impact that was caused by or exacerbated by the COVID-19 pandemic or (b) a proposed project that was reasonably related to that loss in cost, purpose, and scope, or both.

Katie Brewer, Kirsten Myre, Robin Beatty, and Tonya Shumaker all agreed to join the Review Committee and met for the first time on August 16<sup>th</sup>, 2022 to discuss the scoring process and receive copies of the eligible applications. Scoring was undertaken using the matrix contained in the Application. The Review Committee reconvened on September 22<sup>nd</sup> and 23<sup>rd</sup> to collate scores and prepare the final recommendation. Each reviewer's top fifteen was collected and assigned points based on rank. Points were assessed in an inverse relation to the rank. 1<sup>st</sup> place received 15 points, 2<sup>nd</sup> place received 14 points, and so forth until 15<sup>th</sup> place was assigned 1 point. The total score of each application was used to create an overall ranking. The Committee composed its recommendation by beginning with the highest ranked application overall and working down the list until the \$3 million cap was exhausted.

Ultimately, the overall ranking determined all but two of the recommended applications. The Committee selected against the scoring in two cases:

1. Neighborworks Great Falls Down Payment Assistance proposal – Neighborworks submitted two applications. Both applications scored high enough to be considered for funding. The Committee determined that it was in line with the City ARPA Goals and Priorities to fund only one Neighborworks proposal and to select another project that identified another need in the community for funding.
2. Habitat For Humanity Store Remodel – There was insufficient funding available under the \$3 million cap to fully fund the Habitat for Humanity proposal. Additionally, based upon the budget submitted with the application, the Committee was unable to determine a method of partially funding the proposal while adhering with the stated Goals and Priorities.

In lieu of these projects, the Committee decided to recommend the United Way Early Education and Great Falls Tourism Business Improvement Board Tourism Master Plan. The final recommendation of the Committee identifies fourteen projects totaling \$2,884,557.00.

The recommendation of the Committee was presented to City Manager Doyon and discussed on October 4<sup>th</sup> and 12<sup>th</sup>, 2022. City Manager Doyon approved the recommendation and it was presented to the City Commission at a Special Work Session on November 17<sup>th</sup>, 2022. The Commission requested the formal proposal of the recommendation at a regular meeting of the body.

**Conclusion:** The attached recommendation is the result of a fourteen-month collaborative effort between City Staff and the City Commission. The Great Falls Sub Award process began when the City Commission prioritized the distribution of ARPA funds to local organizations. The City of Great Falls ARPA Application was drafted and finalized in cooperation with the Commission. The Goals and Priorities for funding, as identified by the Commission, are detailed within the application. The review process and Committee composition were discussed with the Commission before scoring began. The Review Committee produced a recommendation that was in concert with the Goals and Priorities of the Commission. This recommendation represents the intent of the Commission as prepared and approved by City Staff. Therefore, this recommendation should be approved and the identified fourteen projects should be funded.

**Fiscal Impact:** This will reduce the available ARPA balance by \$2,884,557.

**Alternatives:** The City Commission could vote against accepting the recommendation of the Review Committee and/or decline to fund any or all of the projects identified.

**Concurrences:** This proposal has been developed, reviewed, and approved by members of the Fire and Rescue, Legal, Planning and Community Development, City Manager, and Finance Departments.

**Attachments/Exhibits:**

Review Committee Recommendation Memo – Dated 11/7/2022

Review Committee Scoring Summary

City of Great Falls  
 ARPA Sub-Award Rankings  
 11/7/2022

| App. No. | Company Name                                 | Project Title   | Project Cost | Running Total  | Overall      |                 |
|----------|--|---|--------------|----------------|--------------|-----------------|
|          |  |   |              |                | No. of Votes | Committee Score |
| 1        | Alliance For Youth                           | Improving Mental Health and Reducing Violence by Strengthening Parent-Child Relationships | \$287,278.00 | \$287,278.00   | 5            | 70              |
| 2        | YWCA   | Rental Assistance   | \$75,000.00  | \$362,278.00   | 5            | 63              |
| 3        | Helping Hands                                | Operation of a Food Pantry in Downtown Great Falls  | \$49,900.00  | \$412,178.00   | 5            | 56              |
| 4        | Great Falls Voyagers                         | Centene Stadium Field Repair  | \$600,000.00 | \$1,012,178.00 | 5            | 44              |
| 5        | NeighborWorks Great Falls                    | Increased Owner-Built Home, or Mutual Self-Help Program (MSHP), Operations                | \$496,810.00 | \$1,508,988.00 | 5            | 43              |
| 6        | Great Falls College Montana State University | Job Training and Education for At-Risk Youth  | \$197,350.00 | \$1,706,338.00 | 5            | 40              |
| 7        | Peace Place **                               | Building Renovation Project   | \$375,000.00 | \$2,081,338.00 | 4            | 37              |
| 8        | Discovery Family Counseling Services         | Expansion of Services (Providing therapy to youth in GF)                                  | \$49,000.00  | \$2,130,338.00 | 5            | 30              |
| 9        | Ideal Option                                 | Increasing Access to Medication Assisted Treatment (MAT)                                  | \$228,980.00 | \$2,359,318.00 | 5            | 29              |
| 10       | United Way                                   | Early Education Assistance  | \$85,000.00  | \$2,444,318.00 | 5            | 27              |

City of Great Falls  
 ARPA Sub-Award Rankings  
 11/7/2022

| App. No. | Company Name  | Project Title  | Project Cost | Running Total  | Overall      |                 |
|----------|---|--|--------------|----------------|--------------|-----------------|
|          |   |  |              |                | No. of Votes | Committee Score |
| 11       | Opportunities Inc.  | Mitigation Improvements to Facility                                | \$97,750.00  | \$2,542,068.00 | 5            | 26              |
| 12       | Great Falls Scottish Rite Childhood Language Disorders Clinic | Early Intervention Speech/Language/Feeding Outreach Support        | \$70,894.00  | \$2,612,962.00 | 5            | 25              |
| 13       | Cascade Couty Historical Society                              | Technology Upgrades to Ozark Club at Cascade County History Museum | \$56,595.00  | \$2,669,557.00 | 5            | 23              |
| 14       | Great Falls Tourism Business Improvement Board                | Development of a Tourism Master Plan                               | \$215,000.00 | \$2,884,557.00 | 5            | 10              |
| 15       | Habitat for Humanity  | Re-Store Remodel   | \$605,364.00 | \$3,489,921.00 | 5            | 19              |
| 16       | NeighborWorks Great Falls                                     | Down Payment Assistance Funding                                    | \$500,000.00 | \$3,989,921.00 | 4            | 19              |
| 17       | United Way  | Community Grants to Address Food Insecurity                        | \$187,032.00 | \$4,176,953.00 | 5            | 16              |
| 18       | United Way  | Housing Assistance   | \$59,000.00  | \$4,235,953.00 | 5            | 10              |
| 19       | Educare **  | Funding Childcare operations for LMI comms                         | \$250,000.00 | \$4,485,953.00 | 4            | 6               |
| 20       | United Way  | Job Training   | \$60,000.00  | \$4,545,953.00 | 5            | 5               |

City of Great Falls  
 ARPA Sub-Award Rankings  
 11/7/2022

| App. No. | Company Name        | Project Title   | Project Cost   | Running Total  | Overall      |                 |
|----------|---------------------|---|----------------|----------------|--------------|-----------------|
|          |                     |   |                |                | No. of Votes | Committee Score |
| 21       | Ingenium            | Purchase of vehicle, equipment, supplies and other costs related to instructing marginized youth in STEAM curriculum through video games. | \$48,000.00    | \$4,593,953.00 | 5            | 1               |
| 22       | Chamber of Commerce | Job Training Assistance   | \$1,400,000.00 | \$5,993,953.00 | 5            | 1               |
| 23       | Pressure Pros       | Expansion of Cleaning Services within QCT   | \$130,000.00   | \$6,123,953.00 | 5            | 0               |
| 24       | Toby's House        | Providing Counseling service  | \$55,267.06    | \$6,179,220.06 | 5            | 0               |

\*\* 1 Reviewer Recused From Scoring



P.O. Box 5021, 59403-5021

## Memo

**Date:** 11/7/2022

**To:** Mayor Kelly and City Commission

**From:** Tom Hazen, Finance Department, Grants and Program Administrator

**Re:** Internal Review Committee Recommendation

The Internal ARPA Subaward Review Committee (the Committee) met on September 22<sup>nd</sup> and 23<sup>rd</sup> to identify a recommended list of projects to receive funding presented below. Each member of the Committee spent a significant amount of time reading and scoring the eligible proposals. The Committee, after comparing scores and deliberating programmatic merits, ultimately agreed upon the following list of **14 projects totaling \$2,884,557.00:**

- **Alliance for Youth** - \$287,278.00 for *Improving Mental Health and Reducing Violence by Strengthening Parent-Child Relationships* – Funds will be used to enact evidence-based practices at the Alliance for Youth Headquarters including Parent Mediation, Nurturing Parenting, Circle of Parents, Youth Mental Health First Aid, and Question, Persuade, and Refer. This program is designed to directly address abuse in our community and is anticipated to benefit hundreds of residents.
- **Cascade County Historical Society** - \$56,595.00 for *Technology Upgrades to Ozark Club at Cascade County History Museum* – Funds will be used to install hardware increasing the remote gathering capacity of the Museum. This will mitigate current and future health concerns and allow for remote participation in Museum special events.
- **Discovery Family Counseling Services** – \$49,000.00 for *Expansion of Services* – Funds will be used to expand the mental health therapy services available for children as young as three years old. Specifically, Discovery will implement programs designed to treat behavioral health concerns in youth through “play therapy”. Additionally, Discovery will remodel a portion of its building to be used for this specific purpose.
- **Great Falls Voyagers** – \$600,000.00 for *Centene Stadium Field Repair* – Funds will be used to make repairs to the playing surface. This will ensure the ongoing viability of a facility that is used by professional, amateur, and local school teams. Also, maintains a valuable tourism draw and local business partner in the Great Falls community.
- **Great Falls College Montana State University (GFCMSU)** - \$197,350.00 for *Job Training and Education for At-Risk Youth* – Funds will be used to initiate a new program that will provide job training to at-risk youth ages 16 and older and those re-entering the work force. The training framework will focus on Education, Construction Training, Work Ethic/Job Readiness Training, Leadership/Community Service, and Case Management/Career Development.
- **Great Falls Scottish Rite Childhood Language Disorders Clinic** - \$70,894.00 for *Early Intervention Speech/Language/Feeding Outreach Support* – This program will reduce barriers



preventing children from accessing therapy by providing speech/language/feeding therapy on site in daycare centers, homes, or other youth focused locations. This will alleviate barriers arising from transportation limitations or work schedule conflicts.

- **Great Falls Tourism Business Improvement District (TBID)** - \$215,000.00 for *Development of a Tourism Master Plan* – This plan will utilize assessments conducted by professional consultants to evaluate Great Falls’ current and potential status as a tourism destination. The plan will serve as the foundation for short and long term strategies for marketing and increasing the appeal of Great Falls to visitors. Note – this project was not awarded full requested amount.
- **Helping Hands** - \$49,900.00 for *Operation of a Food Pantry in Downtown Great Falls* – Helping Hands is located in the downtown area and provides food, hygienic items, and clothing to individuals facing financial hardship. These funds will bolster the in-place budget.
- **Ideal Option** - \$228,980.00 for *Increasing Access to Medication Assisted Treatment (MAT)* – Ideal Options offers substance use disorder treatment in Great Falls. Ideal Option is looking to increase access in the City by opening a second location. These funds will be used to offset the expenses incurred in the first six months of this new location.
- **NeighborWorks Great Falls** - \$496,810.00 for *Increased Owner-Built Home, or Mutual Self-Help Program (MSHP), Operations* – This award will allow for increased and future-looking operations associated with the MSHP. These new activities will include development of a Master Plan, compilation/submission of required filings, and engineering documents. These funds will contribute to the eventual construction of 100 new homes. The proposed development is located at the 33<sup>rd</sup> Ave. South and 13<sup>th</sup> St. South.
- **Opportunities Inc.** - \$97,750.00 for *Mitigation Improvements to Facility* – Social Distancing considerations rendered the small Opportunities Inc. headquarters waiting room inoperable during the pandemic. Individuals seeking assistance were asked to leave and return later. Financial and transportation limitations made multiple trips to the office unfeasible for many seeking services. These funds will be used to expand the area and create a safer and healthier environment for people waiting for appointments.
- **Peace Place** - \$375,000.00 for *Building Renovation* – Peace Place is looking to renovate its new location to create an ideal environment to provide childcare, caregiver support, and respite services. This award will fund the renovation of an existing (and currently empty) downtown location to include classrooms, rest rooms, offices, a kitchen, and other facilities as needed.
- **United Way** - \$85,000 for *Early Education Assistance* – Funds will be used to coordinate the availability of early childhood education, bridging gaps for children through kindergarten enrollment, and increasing access for underserved populations in conjunction with Great Falls Public Schools.
- **YWCA** - \$75,000.00 for *Rental Assistance* – The YWCA will use the funds to provide LMI women the financial resources to place first/last month deposits when entering into a new rental



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agreement. This will assist women in establishing secure homes for their families and simultaneously address homelessness in the City.

The Committee evaluated each of these proposals using the scoring matrix contained in the City Application and using the scoring sheet presented to the City Commission at the September 6<sup>th</sup>, 2022 Work Session. Each Committee member was asked to present their top 15 proposals. Once collected, these top 15s were used to prepare a ranked list of projects. Many of the projects listed above received a consensus approval from the Committee. The final selections were ultimately arrived at by evaluating the remaining applications by the same criteria.

The criteria identified for ultimately successful applications included the adherence to the City Commission's priorities (as identified on page 5 of the City Application), expressed and clear COVID-related project/impact, capacity to successfully complete the identified project in the required time period, benefit to Great Falls residents, amount of funding (or lack of) received from other sources, consistent ranking across Committee members' scores, or a combination of any or all of these reasons.

Additionally, the City also received applications from the following organizations:

- **Educare**
- **The Great Falls Area Chamber of Commerce**
- **Habitat for Humanity**
- **Ingenium**
- **Neighborworks Great Falls**
- **Pressure Pros**
- **Toby's House**
- **United Way**

In addition to the programs listed above the City received applications from the projects listed below. Ultimately, these programs were not furthered to the committee for scoring. The primary reason for this decision was either an undemonstrated negative economic impact stemming from the COVID-19 pandemic to the applying organization, a proposal that was not reasonably related to the impact or the pandemic, or both. Additional considerations included ineligible uses, insufficient organizational documentation, and scope exceeding the financial impact.

- **Alluvion – DNS**
- **Big River Ruckus – DNS**
- **The Children's Museum - DNS**
- **The Charles M. Russell Museum – DNS**
- **The Great Falls Business Improvement District - DNS**
- **The Great Falls Community Scholarship - DNS**
- **The Great Falls Shooting Sport Complex - DNS**
- **International Traditional Games - DNS**
- **Sense-Ability - DNS**
- **Ursuline Center Historical Society – DNS**





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One additional note, Tonya Schumaker and I each recused ourselves from one application. I am a board member of Peace Place and Tonya has had past interactions with Educare. In order to avoid the appearance of any favoritism or other impropriety we felt it best to abstain from any conversations or scoring related to those proposals.

The Internal Review Committee and I are available to answer any question related to the above recommendation.

Sincerely,

Tom Hazen



Commission Meeting Date: December 6, 2022

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Ordinance 3252, “An Ordinance Amending Title 2, Chapter 3, Section 030, of The Official Code of The City of Great Falls (OCCGF), Pertaining to Municipal Court Judges.”

**From:** Legal Department

**Initiated By:** Legal Department

**Presented By:** David Dennis, City Attorney

**Action Requested:** Adopt Ordinance 3252 on second reading.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Ordinance 3252.”

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

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**Staff Recommendation:** Staff recommends that the City Commission adopt Ordinance 3252 on second reading.

**Background:** The City Commission has recognized the need for additional judicial resources (including but not limited to the recent Crime Task Force Recommendations), and it became necessary to amend the Charter to remove the “singular” limitation on the number of elected municipal court judges to allow for the creation of a new and additional elected judge position.

On July 19, 2022, the City Commission adopted Ordinance 3245, submitting to the electors of the City of Great Falls a Charter Amendment allowing for one or more elected Municipal Court Judges. On November 8, 2022, the electors of the City of Great Falls approved amending the Charter of the City of Great Falls to allow for an additional elected Municipal Court Judge as provided for in Ordinance 3245, effective January 1, 2023. The City Clerk has received certification of the vote from the County.

As of January 1, 2023, Article V of the Charter will read “There shall be a municipal court as provided by Montana law.” Montana law provides that the City Commission “shall determine by ordinance the number of judges required to operate the municipal court.” The current Title 2 of OCCGF (separate from the Charter) explicitly references *one* Municipal Court Judge. OCCGF needs to be updated to allow the City Commission the structure for any additional Municipal Court Judges, specifically to establish the appointment process and term information.

The proposed ordinance would amend OCCGF § 2.3.030 to establish two Municipal Court departments, with associated Municipal Court Judge positions. It will also establish the appointment process of the vacant position, since the second position will need to be appointed until the November 2023 election, elected for a two year term at that election, and then subsequently on the normal and appropriately staggered four year term schedule in November of 2025. The proposed ordinance also edits the language to reflect two, instead of one, Municipal Court Judges. The qualifications of, and regulations pertaining to, both judge positions are identical. The proposed ordinance also removes all language referencing an Assistant Municipal Court Judge position, established in 2019. Changes in state law made that position and appointment process no longer practicable.

The City Commission approved Ordinance 3252 on first reading on November 15, 2022. If the City Commission adopts Ordinance 3252 on second reading on December 6, 2022, the effective date of the proposed ordinance will be 30 days later, on January 5, 2023.

Ordinance 3252 only addresses establishing a dual-court structure in OCCGF. On July 19, 2022, the City Commission adopted the 2022-23 fiscal year budget which included a compensation package for a second Municipal Court Judge to begin an appointed term of office commencing in January 2023. The appointment of a second Municipal Court Judge would be conducted through a separate City Commission process.

**Fiscal Impact:** Adoption of Ordinance 3252 has no fiscal impact. However, a second Municipal Court Judge position was budgeted for the remainder of Fiscal Year 2023 in anticipation of the successful passage of the Charter Amendment.

**Alternatives:** The City Commission could vote to not adopt Ordinance 3252 on second reading, or table action on the item to a date certain for further discussion or suggested amendments. However, not adopting Ordinance 3252 in some form will create a discrepancy in the Charter and OCCGF.

**Concurrences:**

Great Falls Municipal Court  
City Manager's Office  
City Clerk

**Attachments/Exhibits:**

Ordinance 3252  
Ord. 3252 Exhibit "A"

**ORDINANCE 3252**

**AN ORDINANCE AMENDING TITLE 2, CHAPTER 3, SECTION 030, OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO MUNICIPAL COURT JUDGES.**

\*\*\*\*\*

**WHEREAS**, the City Commission established Title 2, Chapter 3, of the OCCGF outlining provisions pertaining to the administration of the Great Falls Municipal Court; and

**WHEREAS**, the City Commission established provisions providing for one elected Municipal Court Judge; and

**WHEREAS**, the City Commission adopted Ordinance 3245 on July 19, 2022, referring a Charter Amendment to the voters of the City of Great Falls allowing for one or more elected Municipal Court Judges on the November 8, 2022 election ballot; and

**WHEREAS**, the voters of the City of Great Falls adopted said Charter Amendment at the November 8, 2022 election; and

**WHEREAS**, the City Commission wishes to establish a two court structure to accommodate the current criminal justice workload of the Municipal Court; and

**WHEREAS**, the City Commission now wishes to revise the OCCGF to both 1) recognize the new Charter Amendment that allows for one or more Municipal Court Judges, and 2) establish a dual-court structure that clarifies the appointment/election cycle for a second Municipal Court Judge.

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

Section 1. OCCGF Title 2, Chapter 3, Section 030 shall be amended as depicted in Exhibit "A" attached hereto, with deleted language identified by ~~strikeout~~ and inserted language **bolded**; and

Section 2. This Ordinance shall be effective thirty (30) days after second reading and final adoption by the City Commission as provided by law.

APPROVED by the City Commission of the City of Great Falls, Montana on first reading November 15, 2022.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading December 6, 2022.

\_\_\_\_\_  
Bob Kelly, Mayor

ATTEST:

(CITY SEAL)

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

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
David G. Dennis, Interim City Attorney

Exhibit "A"

Title 2 - ADMINISTRATION AND PERSONNEL

Chapter 3 - MUNICIPAL COURT

**2.3.030 Municipal Court Judges.**

- A. There shall be ~~one (1)~~ **two (2)** Municipal Court Judges elected to a four (4) year terms pursuant to Mont. Code Ann. Title 3, Chapter 6. **The existing Municipal Court Judge position created by Ordinance 2725 shall be designated Municipal Court Department A and shall be subject to its already existing general election cycle. The new Municipal Court Judge position created by Ordinance 3252 shall be designated Municipal Court Department B and the vacant position shall be filled through appointment by the City Commission pending an election for an initial two-year term in November of 2023, and then subsequently for four-year terms commencing in November of 2025.** The qualifications of the elected Municipal Court Judges shall be as required by Montana law to include:
1. The same qualifications as a Montana Judicial District Court Judge as set forth in Article VII, Section 9, of the Montana Constitution, except that the Municipal Court Judges need only be admitted to the practice of law in Montana for at least three (3) years prior to the date of the election;
  2. The Municipal Court Judges shall be a resident and qualified elector in the City of Great Falls at the time of his or her **appointment or** election; and
  3. The Municipal Court Judges shall be certified as provided in Mont. Code Ann. §§ 3-1-1502-1503, prior to assuming office.
- B. The salary of the Municipal Court Judges shall be set by Commission resolution.
- ~~C. The elected Municipal Court Judge may appoint a part-time Assistant Municipal Court Judge to serve at the will of the elected Municipal Court Judge. The Assistant Municipal Court Judge shall:~~
- ~~1. Meet the qualifications as set forth in Article VII, Section 9, of the Montana Constitution, except that the Assistant Judge need only be admitted to the practice of law in Montana for at least three (3) years prior to the date of appointment;~~
  - ~~2. Be certified as provided in Mont. Code Ann. §§ 3-1-1502-1503, prior to appointment; and~~
  - ~~3. The salary for the Assistant Municipal Court Judge shall be set by Commission resolution.~~
- (Ord. 3252, 2022; Ord. 3208, 2019; Ord. 3169, 2017).**