



**City Commission Meeting Agenda  
2 Park Drive South, Great Falls, MT  
Commission Chambers, Civic Center  
May 16, 2023  
7:00 PM**

**\*REVISED\***

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**

**PROCLAMATIONS**

National Public Works Week

**COMMUNITY INITIATIVES**

1. Community Health Update from City County Health Department.

**PETITIONS AND COMMUNICATIONS**

2. Miscellaneous reports and announcements.

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

**NEIGHBORHOOD COUNCILS**

3. Miscellaneous reports and announcements from Neighborhood Councils.

**BOARDS AND COMMISSIONS**

4. Miscellaneous reports and announcements from Boards and Commissions.

**CITY MANAGER**

5. Miscellaneous reports and announcements from City Manager.

## CONSENT AGENDA

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

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

**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

11. Resolution 10498, Establishing residential and commercial water, sewer, and storm drain utility service rates effective June 1, 2023. *Action: Conduct a public hearing and adopt or deny Res. 10498. (Presented by Christoff Gaub and Public Works Staff)*
12. Resolution 10503, Conditional Use Permit for a “Two-family residence” use upon the property addressed as 727 4th Avenue North. *Action: Conduct a public hearing and adopt, adopt with conditions or deny Res. 10503. (Presented by Thomas Micuda)*
13. Resolution 10505, Approving a request from the City of Great Falls Public Works Department to use Downtown Urban Renewal District Tax Increment Financing (TIF) funds for a downtown storm water drainage improvement project in the amount up to \$18,000. *Action: Adopt or deny Res. 10505. (Presented by Thomas Micuda)*
14. Request to Waive 2008 Assessments against the real property located at 209 2nd Ave. N., Great Falls, MT Pursuant to Resolution # 9744 and Resolution # 9754. *Action: **Conduct a public hearing** and approve or not approve the lien releases in the amount of \$1628.79 and \$28,700 thereby waiving the referenced assessments together with all accrued and outstanding penalties and interest charges related to the assessments against the real property. (Presented by David Dennis)*

## OLD BUSINESS

## NEW BUSINESS

15. Resolution 10504, Conditional Use Permit for Touro University Parking Lot Addition on the property addressed as 2801 18th Avenue South. *Action: Set or not set a public hearing on Res. 10504 for June 20, 2023. (Presented by Thomas Micuda)*
16. Ordinance 3259, Amendment to OCCGF Title 17, Chapter 20 Allowable Uses - Allowing Residence, Multi-family in the General Commercial Zoning District. *Action: Accept or deny Ord. 3259 on first reading and set or not set a public hearing for June 6, 2023. (Presented by Thomas Micuda)*
17. HOME Investment Partnerships Funding Agreement and a HOME-ARP Funding Agreement to support renovation of the Baatz building at 402 2nd Avenue South for a 25 unit supportive housing project. *Action: Approve or not approve a funding agreement in the amount of \$2,150,000.45. (Presented by Thomas Micuda)*

## **ORDINANCES / RESOLUTIONS**

### **CITY COMMISSION**

18. Miscellaneous reports and announcements from the City Commission.
19. 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.*

**JOURNAL OF COMMISSION PROCEEDINGS**  
**May 2, 2023**

Regular City Commission Meeting

Mayor Kelly presiding  
 Commission Chambers Room 206

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

**PLEDGE OF ALLEGIANCE**

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

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

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

**PROCLAMATIONS:** Mental Health Month [May], Peace Officers' Memorial Day [May 15]/Police Week [May 14-20], 135<sup>th</sup> Anniversary of the Great Falls Area Chamber of Commerce [May], and National Preservation Month [May].

**MILITARY UPDATES**

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

Colonel Daniel Voorhies, Vice-Commander 341<sup>st</sup> Missile Wing, provided the following updates:

- MAFB has been providing 60+ years of nuclear deterrence to keep American safe and free.
- April 4-5, 2023 Senator Jon Tester, Hon. Secretary of the Air Force Frank Kendall, Maj. Gen. Michael Lutton, and Lt. Gen. Robert Miller, Surgeon General of the U.S. Air Force, visited MAFB and talked about the U.S. Air Force plan pertaining to missile related cancer.
- A Global Thunder Readiness Exercise was held April 11-19, 2023.
- A test launch of a Minuteman III ICBM was held April 19, 2023 at Vandenberg Air Force Base.
- A Site Activation Working Group viewed MAFB facilities for possible needed power or water upgrades for the new MH-139 helicopters and Sentinel missiles.
- An on-site installation evaluation was conducted to see how MAFB handled mental health, sexual assaults, and alcohol abuse related issues.
- Congressman Ryan Zinke toured MAFB today.
- The Marines did a fly-over Great Falls as part of their cross-country training event.

**JOURNAL OF COMMISSION PROCEEDINGS**  
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2.

**PETITIONS AND COMMUNICATIONS**

**Rich Ecke**, 301 3<sup>rd</sup> Avenue North, commented that the ADA signage isn't visible enough on the south side of the building to know the only ADA entrance is on the north side of the building, and he suggested the City consider an ADA accessible entrance on the south side of the Civic Center building.

**Stella Ereaux**, City resident, commented that she works at Tamz Closet at 600 Central Avenue, and expressed parking concerns for elderly downtown patrons without a cell phone to access the Passport Parking Mobile Pay App. If all of the handicap parking spaces are full, she suggested allowing people with a handicap-parking placard 30 minutes in regular downtown parking spaces. She further expressed concerns about abandoned vehicles on Central Avenue being vandalized and/or lived in by homeless people.

**NEIGHBORHOOD COUNCILS**

3. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

**BOARDS AND COMMISSIONS**

4. **REAPPOINTMENT/APPOINTMENT TO THE HISTORIC PRESERVATION ADVISORY COMMISSION.**

**Commissioner Hinebauch** moved, seconded by **Commissioner Tryon**, that the City Commission reappoint **Ken Robison** and appoint **Channing Hartelius** to the Historic Preservation Advisory Commission for three-year terms through April 30, 2026.

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

Mayor Kelly noted that two excellent applications were received.

Commissioner McKenney also noted that both applicants were highly qualified. Without having a recommendation from the History Preservation Advisory Commission, he suggested making the reappointment now and that the Commission interview the other two applicants and make a decision later.

Commissioner Tryon commented that he was not in favor of the City Commission conducting interviews for advisory boards and setting that precedent. He suggested the Historic Preservation Advisory Commission interview the applicants and make a recommendation to the City Commission.

Mayor Kelly concurred with Commissioner Tryon. The applications are sufficient and thorough. The applications are kept on file for future openings. He also encouraged applicants to apply for other advisory boards.

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Mayor Kelly called for the vote.

Motion carried 4-0.

**5. APPOINTMENT TO THE AUDIT COMMITTEE.**

**Commissioner Tryon moved, seconded by Commissioner McKenney, that the City Commission appoint Jeff Heimel to the Audit Committee to fill a private citizen position for a three-year term through June 30, 2024.**

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

Commissioner McKenney commented that applicant Heimel has a great mix of financial experience and this is not his first time being a community volunteer.

Mayor Kelly called for the vote.

Motion carried 4-0.

**6. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

**CITY MANAGER**

**7. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

City Manager Greg Doyon reported the following updates:

- The Downtown Development Partnership (DDP) received the 2023 Main Street America accreditation. The DDP had about 40,000 volunteer hours in the downtown to support efforts on the main street; over \$13 million invested in renovating and rehabbing buildings and \$225,000 in public investment; and eight new businesses creating approximately 45 new jobs.
- Public Works Engineer Mark Juras was appointed as the City's Development Review Coordinator. He will be the key link between the Public Works and Planning Departments in order to make sure public infrastructure work is done according to City Codes and in a timely and responsive manner.
- Public Works snow operations have ceased for the season. Great Falls received 96" of snowfall this past season. The average snowfall is 63 inches.
- Planning and Community Development announced that Kayla Kryzsko passed the permit technician certification test, and Kyle Anderson passed the commercial building inspector test and plans examiner course.
- The Planning and Community Development Director applicant that was interviewed has withdrawn her application. Additional applications will be reviewed and one interview has been scheduled.

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- City Attorney David Dennis provided elected officials and staff with a Memo that has restrictions and obligations related to what elected officials and staff can and cannot do relating to the public safety levy. Montana law restricts what City employees and officials can do and say related to a ballot issue when it is on public time and when using public resources. The communication City employees and officials can exercise is education-based. That does not mean employees and officials lose their First Amendment rights when on their own time or using their own resources. The City is required to report certain time and resources during this process to the Commissioner of Political Practices.

The Wendt Agency has been performing data collection in order to generate that information back to the voters. A new webpage will be developed and launched in the coming weeks and at least one town hall meeting will be scheduled in June. Asking taxpayers to pay more is a tough proposition. The City's obligation to the residents is to provide them with solid information to make well-informed decisions when they receive their ballot. There will be many educational opportunities and access points on the horizon for residents to review information and data to decide for themselves, including Q&A on the website and in-person presentations.

Manager Doyon acknowledged that he knows this process can be frustrating to taxpayers, in part because of some of the laws and rules mentioned, but also that there is so much information to sort through. That is why the City retained a firm to help educate the public because of the broadness and the scope of questions voters will be asked. A complicated part of the discussion will be the public finance piece.

- Manager Doyon reported on his last session of Leadership Montana in Havre. The top issues in all of the communities they visited were housing, workforce, mental health and drugs. It is a great program and he will be encouraging certain staff to apply to be admitted into the program.

**CONSENT AGENDA.**

8. Minutes, April 18, 2023, City Commission Meeting.
9. Total Expenditures of \$2,700,461 for the period of April 1, 2023 through April 19, 2023, to include claims over \$25,000, in the amount of \$2,271,507.
10. Contracts List.

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

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 4-0.

**PUBLIC HEARINGS**

**11. CDBG AND HOME PROGRAM 2023 ANNUAL ACTION PLAN.**

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

Interim Planning and Community Development Director Tom Micuda reported that, because Great Falls is an entitlement community that receives CDBG and HOME program funds, it is required that an Annual Action Plan be adopted for the upcoming fiscal year. He anticipates the City will receive approximately \$782,000 in CDBG funding and \$299,318 in HOME program funding that goes a long way in helping our community.

After 5 years of taking applications all year round, the City went back to a grant application cycle for CDBG projects making it more predictable in terms of the funds in their account. The priorities are consistent with past plans of 1) funding for Public Service agencies that provide direct service to low/moderate income residents, 2) Affordable Housing, 3) Housing Rehabilitation (through the loan program), 4) Fair Housing, 5) Economic Development for low/moderate income jobs, 6) Public Facilities and Improvements (parks, transportation, public safety), and 7) Program Administration (how staff is paid to operate the program). A new priority is slum and blight removal.

Three projects are included in the Annual Action Plan: 1) a sidewalk and ADA ramp project submitted by Public Works for Carter Park, 2) public service funding proposal submitted by YWCA for a childcare center, and 3) the Peace Place project to expand childcare operation in their new location.

Another project from the Boys and Girls Club (summer childcare program) can be funded in the current program year and the Commission approved the funding agreement this evening.

To get to this point, there was a very extensive public involvement process. A Needs Hearing was conducted last year wherein priorities were identified, the Action Plan was noticed for comment and was included on the Commission's last meeting agenda.

Interim Director Micuda believes that all of the public comments have been addressed. If the Commission supports the Annual Action Plan as staff does, the next action will be to send the Plan to HUD.

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



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Mayor Kelly asked if there were any comments from the public in support of the CDBG and HOME Program 2023 Annual Action Plan.

**KC Beall**, Peace Place, 1315 Central Avenue, supports the CDBG funding. Peace Place does great things, and award of funds will allow Peace Place to serve even more children and families in the community. The Commission's support of their programs is a huge affirmation to children with special needs who are underserved in our community.

**Louisa Libertelli-Dunn**, Peace Place, 1315 Central Avenue, reported the underserved population consists of 43% of children in this country that live in trauma, one out of 36 children that have autism, and one in four families that have a child with a severe medical need. Peace Place provides free quality respite care to families because they have enough burden on their plates. A goal this year is to create a reverse inclusion classroom for preschoolers.

**Shyla Patera**, North Central Independent Living Services (NCILS), submitted written comments in support of accessible, universally designed housing. NCILS also advocates for accessible sidewalks and transportation. She encouraged applicants for CDBG/HOME funds to incorporate mobility and sensory accessibility as well as ideas that advance program accessibility in the community.

No one spoke in opposition to the of the CDBG and HOME Program 2023 Annual Action Plan.

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

**Commissioner Hinebauch moved, seconded by Commissioner McKenney, that the City Commission approve the CDBG and HOME Program 2023 Annual Action Plan.**

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

Commissioner McKenney commented that seven applications received from a community with 60,000 people seems like a low number to him. He inquired about community outreach.

Interim Director Micuda responded that seven is a lower number than what was previously received during the year-round process. He believes it is a lower number because of increasing awareness and dropping the facility improvement project application that public agencies were having a difficult time executing due to the tremendous amount of know-how navigating prevailing wage rates, Davis Bacon and HUD requirements. The focus is on service related projects that are easier for those agencies to do, and they seek other funds for facility improvements.

Commissioner McKenney inquired if there was a lack of knowledge or if staff could do a better job at outreach.

Interim Director Micuda responded that it is largely due to the 15% public service agency cap and amount of money the City can grant. The agencies tend to not compete with each other and the City ends up funding newer programs and newer services as opposed to agencies that are trying to make budgets work.

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Commissioner Tryon commented he was happy to see the funding for childcare and kids in the community. He inquired if Peace Place also received ARPA funding and, if so, was that taken into consideration by the review committee and was responded to in the affirmative.

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

Motion carried 4-0.

**OLD BUSINESS**

**NEW BUSINESS**

**12. AUDIT COMMITTEE CHARTER.**

Finance Director Melissa Kinzler reported that the original audit committee and charter was created and approved by the City Commission on October 6, 1992. The size of the audit committee was increased from five members to six members to include one private citizen on May 17, 2016. The Audit Committee consists of the Mayor, the City Manager, the Finance Director and two Private Citizens. Since the charter had not been updated since 1992, the Audit Committee suggested that the charter be reviewed and updated. At the April 12, 2023 meeting, the charter of the audit committee was reviewed and updated by the Audit Committee.

The Audit Committee recommends City Commission approval of the recommended changes to the Audit Committee Charter.

**Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the City Commission approve the updated Audit Committee Charter.**

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.

**13. MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION AMERICA RESCUE PLAN ACT GRANT AGREEMENT (OF 1779.0)**

Grant Administrator Tom Hazen reported that the Downtown Great Falls area has experienced several flooding events in the last 10-years due to condensed periods of high intensity rainfall. Recent examples occurred in June and July of 2019 when downpours overwhelmed the capacity of the downtown storm water drainage system. Most noteworthy was the August 9, 2016 flooding that resulted in significant business interruptions and substantial repair costs for numerous downtown institutions.

The City of Great Falls contracted with Great West Engineering in May 2020 to conduct a basin study of the downtown storm water drainage system. Great West assessed the existing infrastructure to identify improvements tailored to the reduction of future flooding events. The study, which was finalized in December 2020, formed the development of Public Works Central Drainage project. The

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project will increase the capacity of underground pipes, add drainage inlets, and other needs identified to better convey storm water to the Missouri River. The total estimated budget of the project is \$8,500,000.00. The project was identified in the Public Works Capital Improvement Program and included in the FY 2023 budget under the storm drain utility enterprise fund.

Public Works began identifying funding sources that would reduce the impact on the City Storm Water fund. American Rescue Act (ARPA) funds were identified as a potential funding source early on. The State of Montana received approximately \$2 billion dollars from the United States Government through ARPA and initiated a two-round competitive grant program to award \$249 million dollars to eligible water and sewer infrastructure projects throughout the state. The Central Drainage project was one of four Great Falls applications submitted for the second round of consideration. After scoring, the Central Drainage project was ranked 20<sup>th</sup> out of about 170 applications and the City was awarded \$1,864,600.00.

After receiving notice of the award from the State, Public Works elected to use Minimum Allocation Grant (MAG) funds to satisfy the local contribution, or match, required by the Competitive Grant award. The MAG program utilized established formulas to allocate a fixed amount of ARPA funding to communities throughout Montana. Great Falls received \$8,505,069.00 in MAG funding. An application to use MAG in conjunction with the competitive award was prepared, submitted, and approved by the state. The resulting agreement is what is being discussed this evening.

Public Works also cooperated with the Planning and Community Development Department to secure \$2,500,000 in Tax Increment Financing (TIF) funding. In summary, Public Works secured the following funding: \$1,864,600 in ARPA funded Montana State Competitive Grants, \$1,864,600 in ARPA funded Montana Minimum Allocation Grants, and \$2,500,000 in Tax Increment Financing funds. Phases 1, 2, 3, and a significant portion of Phase 4 will be paid for utilizing these funds. In total, \$6,229,200.00 of the project cost will be funded without utilizing utility revenues.

The Central Drainage Project was developed and implemented to prevent flooding from causing future business interruptions and repair costs. Public Works has identified alternative sources for 73% of the total project cost. Commission ratification of the agreement in question is the final step in securing those funds and minimizing the impact on City resources.

**Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the City Commission approve ratification of the Montana Department of Natural Resources and Conservation Grant Agreement to fund the City of Great Falls Central Avenue/3<sup>rd</sup> Street Drainage Improvements project for a total of \$3,729,200 in American Rescue Plan Act funds distributed by the State of Montana through programs implemented by House Bill 632.**

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

**Christian Leinhauser**, Downtown Business Development Officer on behalf of the Great Falls Development Authority, commented in support of this project. He thanked the Commission and City staff for their continued support of the downtown and the revitalization efforts that have been going on the past decade. Having and taking care of the beautiful buildings downtown is great for attracting new businesses, restaurants, and investors. In 2022, there was \$13.1 million dollars in development

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downtown. This investment of renovation and rehabbing downtown is the highest dollar amount since data was collected beginning in 2011.

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

Commissioner McKenney inquired what was meant by 73% of the funding for the project was secured before utilizing utility revenues received from Great Falls resident.

Grant Administrator Hazen clarified that the project would have been paid for out of the storm water enterprise utility fund that is funded by revenues received for that fund. Approval of the item under consideration limits the impact on the storm water enterprise utility fund and allows those funds to be disbursed to other projects. It increases the impact of that utility fund without asking any more of the resident ratepayers of Great Falls.

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

Motion carried 4-0.

**ORDINANCES/RESOLUTIONS**

**CITY COMMISSION**

**14. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

**15. COMMISSION INITIATIVES.**

None.

**16. LEGISLATIVE INITIATIVES.**

None.

**ADJOURNMENT**

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Kelly, to adjourn the regular meeting of May 2, 2023, at 8:18 pm.**

Motion carried 4-0.

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

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

**Minutes Approved: May 16, 2023**



Commission Meeting Date: May 16th, 2023  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

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

**PRESENTED BY:** Finance Director

**ACTION REQUESTED:** Approval with Consent Agenda

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

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

|  |                       |                            |
|--|-----------------------|----------------------------|
| ACCOUNTS PAYABLE CHECKS FROM NEW WORLD | 04/20/2023-05/03/2023 | 623,116.21                 |
| ACCOUNTS PAYABLE CHECKS FROM MUNIS     | 04/20/2023-05/03/2023 | 1,961,374.15               |
| MUNICIPAL COURT CHECKS                 | 04/20/2023-05/03/2023 | 12,543.91                  |
| MISCELLANEOUS ACCOUNTS PAYABLE WIRES   | 04/20/2023-05/03/2023 | 2,218.15                   |
| <b>TOTAL: \$</b>                       |                       | <u><u>2,599,252.42</u></u> |

**GENERAL FUND**

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**SPECIAL REVENUE FUNDS**

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**COVID RECOVERY**

GF AREA CHAMBER OF COMMERCE      LOW COST AIRFARE INITIATIVE COMMITMENT      150,000.00

**AIRPORT TAX INCREMENT DISTRICT**

GF INTERNATIONAL AIRPORT AUTHORITY REIMBURSE INFRASTRUCTURE IMPROVEMENTS      300,000.00

**PLANNING & COMMUNITY DEVELOPMENT**

GF TRANSIT DISTRICT      UPWP QUARTER 2 PASS THRU      35,760.58

**DEBT SERVICE FUNDS**

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**CAPITAL PROJECT FUNDS**

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**ENTERPRISE FUNDS**

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**WATER**

|                                  |  |           |
|----------------------------------|--|-----------|
| ADVANCED ENGINEERING ENVIR SRVCS | OF 1637.1 WTP FILTRATION IMPROVE /PMT 49 | 56,909.45 |
|----------------------------------|--|-----------|

**SEWER**

|                      |                                       |            |
|----------------------|---------------------------------------|------------|
| SLETTEN CONSTRUCTION | OF 1731.3 WWTP CLARIFIER REHAB/PMNT 4 | 817,341.53 |
|----------------------|---------------------------------------|------------|

**PARKING**

|                       |                             |           |
|-----------------------|-----------------------------|-----------|
| STANDARD PARKING CORP | PARKING CONTRACT MARCH 2023 | 42,895.70 |
|-----------------------|-----------------------------|-----------|

**INTERNAL SERVICE FUNDS**

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**CENTRAL GARAGE**

|                     |  |           |
|---------------------|--|-----------|
| MOUNTAIN VIEW CO-OP | GAS @ \$3.75/GAL, DIESEL FUEL @ \$4.00/GAL | 28,709.12 |
|---------------------|--|-----------|

**TRUST AND AGENCY FUNDS**

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**PAYROLL CLEARING**

|                               |  |            |
|-------------------------------|--|------------|
| STATE TREASURER               | MONTANA TAXES  | 47,975.00  |
| FIREFIGHTER RETIREMENT        | FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS     | 53,345.56  |
| STATEWIDE POLICE RESERVE FUND | POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS          | 73,036.71  |
| PUBLIC EMPLOYEE RETIREMENT    | PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS | 127,731.82 |
| US BANK                       | FEDERAL TAXES, FICA & MEDICARE                               | 203,865.40 |
| MONTANA OE - CI TRUST FUND    | EMPLOYEE CONTRIBUTIONS                                       | 25,378.51  |

**UTILITY BILLS**

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|                                    |                               |
|------------------------------------|-------------------------------|
| <b>CLAIMS OVER \$25,000 TOTAL:</b> | <b>\$ <u>1,962,949.38</u></b> |
|------------------------------------|-------------------------------|



Commission Meeting Date: May 16, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** One New Tandem Axle Roll-Off Cab & Chassis

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

**Initiated By:** Public Works Department

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

**Action Requested:** Approve Purchase

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/reject) the purchase of one new 548 Peterbilt tandem axle roll-off cab & chassis from Jackson Group Peterbilt of Missoula, through Sourcewell, formerly known as NJPA, for a total of \$232,248.”

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 548 Peterbilt tandem axle roll-off cab & chassis from Jackson Group Peterbilt of Missoula, through Sourcewell, formerly known as NJPA, for a total of \$232,248.

**Background:**

Purpose

This tandem axle roll-off cab & chassis will be used in the Sanitation Division in commercial solid waste collection. The unit will be used to transport roll-off containers from residents and businesses of Great Falls to the landfill.

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 tandem axle roll-off cab & chassis with Jackson Group Peterbilt of Missoula.

This new unit has many improvements that will make it more effective and efficient than the old unit. These include:

- Electronic common rail fuel injection system for increased fuel economy
- Severe Duty Anti-Lock Disc Brakes for better stopping performance
- High back air ride cloth seats for driver comfort and safety
- Haul-Max Suspension for longer suspension life
- Exhaust brake for increased brake pad life
- Machine pilot wheels
- Smart steering wheel controls for increased drive safety

### Conclusion

The bid specifications from Sourcewell meet specifications for the tandem axle roll-off cab & chassis.

**Fiscal Impact:** Funds for this scheduled purchase from the ERS (Equipment Revolving Schedule) will be provided in the FY 2024 Central Garage Budget.

The last roll-off truck was purchased in 2016 for \$169,405.38. The new unit cost of \$232,248 is a 37% increase in price, due to the inflation and supply chain issues.

The new roll-off cab & chassis will replace Unit #914, a 2003 Sterling, VIN #2FZHAZAN83AL87200, which has 13,392 operating hours. This roll-off truck is 20 years old, which is well past the 10-15 year life cycle for this unit. The service bed has seen extended use and has significant wear in the pins and bushings. The cab and interior also has significant wear from high usage. Unit #914 will be sold at auction at a later date.

**Alternatives:** The City Commission could vote to reject the purchase of this new tandem axle roll-off cab & chassis. Rejecting this purchase would have a significant negative affect on the City's commercial sanitation program. With the increase in roll-off services, we need to make sure we have reliable trucks to provide those services. If we don't have reliable roll-off trucks available, we would then have to cut back on how many hauls we can provide each day. Example: In the last four days we have had 36 roll-offs to haul, that is 9 per day. The average truck hauls 5/6 hauls per day.

### **Attachments/Exhibits:**

Jackson Group Peterbilt, Inc. – Invoice  
Sourcewell Contract #060920 – Peterbilt





# MISSOULA PETERBILT, INC.

9550 CARTAGE ROAD • MISSOULA, MT 59808 • PHONE (800) 332-5750


666964  
INVOICE

**Sold To:** City of Great Falls  
1025 25th AVE NE  
GREAT FALLS MT 59404  
406-771-1401

**Ship To:** City of Great Falls  
1025 25th AVE NE  
GREAT FALLS MT 59404

| SALESMAN Todd Whitman  |      |           |             | DATE 4/25/2023 |       | DEAL # 666964                    |           |
|--|------|-----------|-------------|----------------|-------|----------------------------------|-----------|
| VEHICLE SOLD   | YEAR | MAKE      | NEW OR USED | STOCK NUMBER   | MODEL | VIN                              | ENGINE NO |
|  | 2024 | PETERBILT | NEW         | RD666964       | 548   | ORDER OUT                        | CUMMINS   |
| TRADE IN   |      |           |             |                |       |                                  |           |
| <u>OPTIONAL EQUIPMENT AND ACCESSORIES</u>  |      |           |             |                |       |                                  |           |
| <u>DESCRIPTION</u>   |      |           |             |                |       |                                  |           |
| <b>Lien Holder:</b>  |      |           |             |                |       | Selling Price \$162,748.00       |           |
|  |      |           |             |                |       | Body/Bed                         |           |
|  |      |           |             |                |       | Extended Warranty                |           |
|  |      |           |             |                |       | Federal Excise Tax EXEMPT        |           |
|  |      |           |             |                |       | Sales Tax                        |           |
|  |      |           |             |                |       | Tire Tax                         |           |
|  |      |           |             |                |       | License & Title                  |           |
|  |      |           |             |                |       | Document Fee                     |           |
|  |      |           |             |                |       | Roll off Body (Kois) \$69,500.00 |           |
| Source well Contract #060920   |      |           |             |                |       |                                  |           |
|  |      |           |             |                |       | Total Cash Price: \$232,248.00   |           |
|  |      |           |             |                |       | Deposit                          |           |
|  |      |           |             |                |       | Down Payment                     |           |
|  |      |           |             |                |       | Trade In                         |           |
|  |      |           |             |                |       | Less Payoff                      |           |
|  |      |           |             |                |       | Total Trade Equity               |           |
| Purchaser agrees that this agreement (the "Agreement"), together with the reverse side hereof, is entered into between it and MISSOULA PETERBILT, INC. ("DEALER"), that this Agreement cancels and supersedes any prior agreement between the forgoing parties, that as of the date hereof, comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR DEALER'S AUTHORIZED REPRESENTATIVE. Purchaser by execution of this agreement, acknowledges that Purchaser has received copy of the agreement, has read and understands the terms and conditions hereof, and has voluntarily entered into the same. |      |           |             |                |       |                                  |           |
|  |      |           |             |                |       | Total Due: \$232,248.00          |           |

Customer Signature \_\_\_\_\_

Dealer Signature  \_\_\_\_\_



## Solicitation Number: RFP #060920

### CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Peterbilt Motors Company, 1700 Woodbrook Street, Denton, TX 76205 (Vendor).

Sourcewell is a State of Minnesota local government agency 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 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.

Vendor 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 August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

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

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor'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.** Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor'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 is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor'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, Vendor 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.

Vendor's Dealer will perform a Pre-Delivery Inspection (PDI) which is included in the price of the vehicle. Any issues with the Equipment or Products will be addressed at PDI and corrected through the Vendor warranty process.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor 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, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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**

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

- Identify the applicable Sourcwell 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 Request Form will be become an amendment to this Contract and 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. Vendor 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.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members 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. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor'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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor's Dealer, referencing Vendor's contract number. 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 of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. 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 may be negotiated between a Participating Entity and Vendor, 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 worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor's Dealer will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor 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.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor 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 goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **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.** Vendor 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. Vendor 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, 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, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer 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 Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor 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. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcwell for the administrative fee amount stated in the Proposal multiplied by the total number of trucks purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn:

Accounts Receivable.” Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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.

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

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

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. 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. LIABILITY**



Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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.

## 12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 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.

## 13. GOVERNMENT DATA PRACTICES

Vendor 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 Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 14. INDEMNIFICATION

As applicable, Vendor 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 Vendor in violation of applicable patent or copyright laws.

## 15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor'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 its and their respective distributors, 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. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. 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. *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 vendors which may be used until the next printing). Vendor 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 Vendor 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. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

## 16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 17. 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.

## 18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcwell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 19. 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, Sourcwell and the Vendor 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 Sourcwell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcwell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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.

## 20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor 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.* Vendor 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, Vendor 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, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor 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 Vendor'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 Vendor to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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.** Vendor 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 Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## **21. 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.** Vendor 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 Vendor conducts with Sourcewell and Participating Entities.

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

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

### **23. 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 also require additional requirements based on specific funding specifications. 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 Vendor’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. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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, Vendor 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.

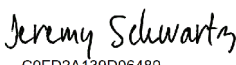
J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’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 Vendor’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.

**24. CANCELLATION**

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

Sourcewell  
DocuSigned by:  
By:   
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations & Procurement/CPO  
Date: 7/30/2020 | 3:01 PM CDT

Peterbilt Motors Company  
DocuSigned by:  
By:   
CFFDD7DEA5F948D...  
Joe Curran  
Title: National Fleet Sales Manager  
Date: 7/30/2020 | 3:21 PM CDT

Approved:  
DocuSigned by:  
By:   
7E42B8F817A64CC...  
Chad Coauette

Title: Executive Director/CEO

Date: 7/30/2020 | 3:24 PM CDT



Commission Meeting Date: May 16, 2023  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Asphaltic Concrete Material  
**From:** Eric Boyd, Street/Traffic Manager  
**Initiated By:** Public Works Department  
**Presented By:** Christoff T. Gaub, Public Works Director  
**Action Requested:** Approve Purchase

**Suggested Motion:**

1. Commissioner moves:  

“I move that the City Commission (approve/not approve) the bid award for asphaltic concrete material to Great Falls Sand & Gravel, Inc. of Great Falls for \$984,650.”
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 bid award for asphaltic concrete material to Great Falls Sand & Gravel, Inc., of Great Falls for \$984,650.

**Background:**

Purpose

The asphaltic concrete material requested will be used by the Street Division to conduct street repair and maintenance projects, including overlays and street opening patches.

Evaluation and Selection Process

The specifications were advertised two times in the Great Falls Tribune; mailed to three prospective bidders and advertised on the City of Great Falls website. The bids were opened on May 3, 2023. There were two responsive bids.

Along with price per ton numbers staff calculates a mileage factor; calculations are figured using the miles from the City Shop to the manufacturer source. MRTE is 1.8 miles, Great Falls Sand & Gravel is 3.3 miles, and United Materials is 7.3 miles. Great Falls Sand & Gravel submitted the low bid.

See table:

**Mileage Factor: 14,000 tons \$.21 per ton = \$2,940 x \_\_\_\_\_ miles**

| Bidder                          | Type B     | Type C     | Mileage Factor | Total Bid   |
|---------------------------------|------------|------------|----------------|-------------|
| Great Falls Sand & Gravel, Inc. | \$ 771,650 | \$ 213,000 | \$ 9,702       | \$ 994,352  |
| United Materials                | \$ 814,000 | \$ 243,000 | \$ 21,462      | \$1,078,462 |
| MRTE, Inc.                      | No Bid     | No Bid     | No Bid         |             |

Conclusion

The materials bid by Great Falls Sand & Gravel, Inc., meets specifications for the asphaltic concrete material.

**Fiscal Impact:** The current bid price from Great Falls Sand & Gravel is \$70.15 per ton for MPWSS Type B and \$71.00 per ton for MPWSS Type C. The contracted price for asphaltic concrete in FY 2022 was \$65.85 per ton for MPWSS Type B and \$66.35 per ton for MPWSS Type C. The total bid price difference from last year is an increase of \$ 61,250 or +6.63%. Funding for this year’s purchase for asphaltic concrete is in the proposed FY 2024 Street Maintenance Budget.

**Alternatives:** The City Commission could vote not to approve the bid award for asphaltic concrete material. Without the asphaltic concrete material, the Street Division would not be able to perform contractor or other city department hot mix patches; or continue the pavement preservation program which provides up to 60 blocks of mill and overlay on city streets.

**Attachments/Exhibits:**

Bid List, Bid Tab

## ASPHALTIC CONCRETE MATERIAL BID LIST

1. GREAT FALLS SAND & GRAVEL  
P.O. BOX 1989  
GREAT FALLS, MT 59403
  
2. UNITED MATERIALS  
P.O. BOX 1690  
GREAT FALLS, MT 59403
  
3. MRTE, INC  
PO BOX 538  
BLACK EAGLE, MT 59414

Agenda #9.

CITY OF GREAT FALLS  
 PO BOX 5021  
 GREAT FALLS MT 59403

**ASPHALTIC CONCRETE MATERIAL**

Project Number  
 Bids Taken at Civic Center  
 Date: May 3, 2023  
 Tabulated By: Debbie Kimball  
 Page 1 of 1

| NAME & ADDRESS OF BIDDER              | Bid Security | Affidavit of Non-Collusion | MPWSS Type B Cost per Ton<br>Total-11,000 Tons | MPWSS Type C Cost per Ton<br>Total-3,000 Tons | Total Bid   | Site of Manuf. Source | Miles to City Shop |
|---------------------------------------|--------------|----------------------------|--|---|-------------|-----------------------|--------------------|
| Great Falls Sand & Gravel, Inc.       | Bid Bond 10% | √                          | \$70.15<br>\$771,650                           | \$71.00<br>\$213,000                          | \$984,650   | GF Sand & Gravel      | 3.3 miles          |
| United Materials of Great Falls, Inc. | Bid Bond 10% | √                          | \$74.00<br>\$814,000                           | \$81.00<br>\$243,000                          | \$1,057,000 | McIver Ranch Pit      | 7.3 miles          |
| MRTE, Inc.                            |              |                            | No Bid   | No Bid  |             | MRTE, Inc.            | 1.8 miles          |
|                                       |              |                            |  |   |             |                       |                    |

39



Commission Meeting Date: May 16, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Amendment No. 1 to Professional Services Agreement with LPW for Parks & Rec Restroom, O.F. 1810.0

**From:** Finance Department, Parks & Rec Department

**Initiated By:** Finance Department

**Presented By:** Sylvia Tarman, ARPA Project Manager

**Action Requested:** Approve Design Contract Amendment

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) Amendment No. 1 to Professional Services Agreement with LPW Architecture to include asbestos testing in the Scope of Services and increasing payment \$1,000 for the Park & Recreation Administration Building Restroom Project, utilizing American Rescue Plan Act funds.”

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 contract amendment for LPW Architecture to complete asbestos testing for the Parks & Rec Admin Building Restroom Project.

**Background:**

The City Commission awarded the design contract to LPW Architecture for the Parks & Recreation Administration Building Restroom Project at the March 21<sup>st</sup>, 2023 Commission meeting. During their initial investigations for the project, LPW identified that no asbestos testing had been completed in the Admin building and there are some areas that may contain suspect materials that would need demolition during the course of the project. Asbestos testing will be necessary to obtain the demolition permit for this project.

**Fiscal Impact**

This project is being awarded through ARPA Funds.

**Alternatives:**

The City Commission could vote to not award the contract amendment. However, asbestos testing is necessary to obtain a building permit for the bathroom remodel.



**Concurrences:**

This action is supported by the staff of the Finance and the Parks & Rec Department.

**Attachments/Exhibits:**

LPW Contract Amendment

AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT  
OF 1810.0

THIS AMENDMENT NO. 1 is entered into this 16th day of May, 2023, by and between the City of Great Falls, a Municipal Corporation, hereinafter referred to as "City," and L'Heureux Page Werner, PC (LPW Architecture), hereinafter referred to as "Consultant," and agree as follows:

1. The City and the Consultant entered into a Professional Services Agreement that was approved by the City Commission on March 21, 2023, herein referred to as "Agreement," for LPW Architecture to provide professional design drawings, contract documents, and project management and coordination services to the City of Great Falls for the restroom remodel at the Park and Recreation Offices, as set forth in the scope of work; and

2. Asbestos testing has been identified as an additional item beneficial to the project moving forward; and

3. City and Consultant mutually agree to amend deliverables falling under LPW Architecture's responsibility to include asbestos testing in the amount of \$1,000; and

4. City and Consultant mutually agree to modify paragraph 4 of the Agreement as follows:

**Payment:** City agrees to pay Consultant ~~Nine Thousand Dollars (\$9,000)~~ **Ten Thousand Dollars (\$10,000)** per Exhibit "A" – Scope of Services and Scope of Services for Amendment No. 1 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.

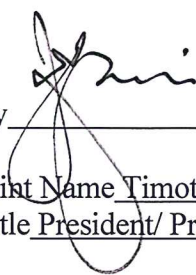
5. All other conditions and provisions of the Agreement entered into and approved by the Commission on March 21, 2023, remain in full force and effect.

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

**CITY OF GREAT FALLS, MONTANA**

**L'HEUREUX PAGE WERNER, PC  
(LPW ARCHITECTURE)**

By \_\_\_\_\_  
Gregory T. Doyon, City Manager

By  \_\_\_\_\_  
Print Name Timothy M. Peterson, AIA  
Title President/ Principal Architect

ATTEST:

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

\*APPROVED AS TO FORM:

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

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



Commission Meeting Date: May 16, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution 10498 Establishing Residential and Commercial Water, Sewer and Storm Drain Utility Service Rates Effective June 1, 2023

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

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

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

**Action Requested:** Conduct Public Hearing

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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 10498 establishing residential and commercial water, sewer, and storm drain utility service rates effective June 1, 2023.”
  2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
- 

**Summary:** Each year, staff reviews and analyzes the financing needs of the water, sewer, and storm drain funds. The City contracted with Advanced Engineering and Environmental Services, Inc. (AE2S) for a water and sewer utility rate study in 2018 based on a comprehensive review of the City’s water and sewer funds and budgets, Water Master Plan, Wastewater Facilities Plan, customer classes, current usage data and future planned growth of the City. The study was conducted to ensure revenue adequacy, review the cost of service and rate planning analyses, evaluate current and future costs, and compare rates to the industry standards for Montana and our region. The results included the following information:

1. A comparison of current water and sewer system costs (operations, capital improvements, and bonded debt) against appropriate industry benchmarks.
2. Recommended baseline rate structures required to fund water and sewer systems and considerations for annual inflationary, indexed adjustments to rates needed to maintain each utility.

3. Recommended ways of communicating utility system costs including recommendations for restructuring utility bill format.
4. Equity for all types of property ownership including single and multi-family units, MaltEurop, Calumet, Montana Refining, Black Eagle and Malmstrom Air Force Base.

Staff continues to evaluate rates based on these factors.

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

For Residential customers, an average water bill would increase \$1.83 or 10%, from \$18.35 to \$20.18 per month. An average sewer bill would increase \$2.39 or 10%, from \$23.90 to \$26.29 per month. An average storm drain bill would increase \$.66 or 10%, from \$6.60 to \$7.26 per month. The average monthly Residential utility bill would increase \$4.88 or 10%.

For Commercial customers, an average water bill would increase \$5.74 or 10%, from \$57.47 to \$63.21 per month. An average sewer bill would increase \$7.62 or 10%, from \$76.22 to \$83.84 per month. An average storm drain bill would increase \$.95 or 10%, from \$9.45 to \$10.40 per month. The average monthly Commercial utility bill would increase \$14.31 or 10%.

The Public Works Department analyzed the costs for tapping fees and determined that a 10% rate increase does not cover the costs to tap into the water system. Specifically, a 10% increase will not cover the cost on material, fuel, labor, and inflation on the taps for a ¾”, 1”, 1.5”, and 2” service lines. Since there has not been an increase since 2019, the City is significantly behind the curve on the cost of materials the City is providing on these taps. However, a 10% increase is sufficient on the 4”, 6”, 8”, and 12” main line taps, due to contractors supplying materials for these taps.

The rate increase for water is due to approximately \$53.5M in capital improvements needed over the next 4 years. The significant projects include Ongoing Water Main Replacements for \$18.4M and Water Treatment Plant (WTP) upgrades for \$25.2M. The WTP projects currently underway include the sludge processor and phase 2 of the filter media replacement and filter upgrades. The cost of completing projects has increased substantially. The solids handling project at the WTP was initially budgeted for \$8M and it came in at just under \$12M due to inflationary increases. The 33<sup>rd</sup> Street Tank is projected to cost \$12M for a new 5 million gallon tank; however, the Public Works Department is evaluating a repair solution at a cost of \$3M. Some projects identified for 2026 and 2027 include the Sunnyside pumpstation design and construction for \$2M and the design and site acquisition for the new storage reservoir (South Zone) for \$2.275M.

There are some regulatory projects that are not included on the Capital Improvements Projects list, including the lead service lines in the distribution system. The City is researching the requirements that will be placed on the City and the homeowner.

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

Treatment Plant (WWTP). These two facilities are the biggest consumers of electricity in the City. The price is increasing from \$29.25/MWh to \$89.95/MWh. The annual increased cost for electricity is estimated to be around \$900,000 for the WTP and \$540,000 for the WWTP.

Fire hydrants are integral to the water system as a whole, and are included as a monthly charge within the rate structure rather than a once a year special assessment. Staff recommends a 10% increase.

The rate increase for sewer is due to approximately \$96.5M in capital improvements needed over the next 4 years. The significant projects include Ongoing Sewer Rehabilitation for \$7.6M, WWTP Projects and Improvements totaling \$75.7M with Biological Nutrient Removal (BNR) upgrades totaling \$63M (regulatory requirement) out of the \$75.7M, and Lift Station Rehabilitation totaling \$12M.

Over the next 10 years, operating expenses are projected to grow at the WWTP from \$5.9M to \$8.6M due to increases in operational expenses including chemical prices, electricity, labor, and general inflation. The Consumer Price Index (CPI) is at 6.9% but per the contract, Veolia can only raise operational expenses by 5%. The current Incentive Target Price (ITP) is \$224,621.34 per month and the 5% operational increase will add \$11,231.07 per month or \$134,772.84 per year. Chemicals have increased 30%.

One of the greatest challenges the WWTP has experienced is the increase in sanitation fuel costs. Veolia is serviced by Republic, who charges a fuel surcharge. The City does not have the truck or the staffing to accommodate the pick-ups, but the Sanitation Department is looking at purchasing a front loader and hiring additional staff to accommodate the WWTP and WTP. Veolia generates 4 loads per day and the WTP generates 2-4 loads per week. The City does not administer a fuel surcharge, so when Veolia can transfer service from Republic to the City, the fuel surcharge will be eliminated and then sanitation costs will decrease. However, currently, Veolia must pay Republic's fuel surcharge, which was \$88,187 last year.

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

The rate increase for storm drain is due to maintaining the current system and for approximately \$18M in capital improvements needed over the next 4 years.

An item added to the rate sheet includes the receipt of payment for accounts that are in termination status due to non-payment and when to charge the disconnection fee. Currently, the customer is only charged the fee if the water is shut off. The disconnect notice that is deployed clearly states the due date and the shut off date. Accounts must be paid in full by 5 pm on the due date, which is the day prior to shut off. When the account is not paid in full, staff processes the account for shut off, and that work has to be undone when the customer comes in to pay on the day of shut off. Additionally, when the Utilities Technician is at the property to terminate service, sometimes the customer comes outside with their payment. The Utilities Technician advises the customer to contact Utilities Customer Service to make the payment and lets the customer know when he will return. He is already there at the property to terminate service. This prolongs the process, and the City does not get reimbursed for the Utilities Technician's time, fuel to drive to the property, wear and tear on the vehicle, etc. Therefore, staff is requesting that shut off fees for disconnection will be charged if the account is not paid in full by 5 pm on the day prior to shut off, regardless of whether or not the services are disconnected. It is our hope that this will deter customers from paying on the day of shut off.

The rate sheet indicates an “NSF Fee \$30”. The fee remains \$30 but the wording has been updated to reflect, “Returned Payment Fee of \$30 (includes returned checks and returned electronic payments).”

After the April 4, 2023 meeting, individual rate increase notices were mailed to customers, and public hearing notices were published in the Great Falls Tribune.

**Fiscal Impact:** The last rate increase for water, sewer, and storm drain was November 1, 2019. Due to the extended time that the current rates have been in effect, the City is struggling with having the operational funding to maintain services due to inflationary costs as well as completing all of the necessary capital improvements.

Comparisons of current versus proposed charges, rate and fee structures are attached. With the proposed rates effective June 1, 2023, the average monthly Residential utility bill would increase 10% or \$4.88 per month. The average monthly Commercial utility bill would increase 10% or \$14.31 per month.

**Alternatives:** The City Commission could choose to deny Resolution 10498 and not adjust the rates. This would require the City to live within current utility rates, putting the utility systems at both short and long term risk with respect to infrastructure health, customer service, and regulatory compliance.

**Concurrences:** Representatives from Public Works and Finance worked together throughout the process. The proposed rate increases were presented to the City Commission at the April 4, 2023 City Commission Work Session.

**Attachments/Exhibits:**

Resolution 10498

Public Notice

Current Rates vs. Proposed Rates

2023 Utility Rate Review Calendar

**RESOLUTION NO. 10498****A RESOLUTION ESTABLISHING RESIDENTIAL AND COMMERCIAL  
WATER, SEWER, AND STORM DRAIN UTILITY SERVICE RATES  
EFFECTIVE JUNE 1, 2023**

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

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

**WHEREAS**, pursuant to Title 13 of the Official Code of the City of Great Falls, the City of Great Falls is authorized to regulate the City's municipal water and wastewater utility and to establish all rates, fees and charges for use of the utility systems or for permits, licenses, connections or inspections; and

**WHEREAS**, it is essential to the public health, welfare and safety of the inhabitants of the City of Great Falls to provide an adequate public water and wastewater system and to provide adequate funding to meet the cost of constructing, maintaining, and operating the same; and

**WHEREAS**, notice having been provided as required by law, the City Commission of the City of Great Falls conducted a public hearing on Tuesday, May 16, 2023, at the Civic Center, 2 Park Drive South, Commission Chambers Room 206, Great Falls, Montana, at 7:00 p.m., and did consider the cost of operation, equipment, facilities, debt service, and capital improvements for the Water, Sewer, and Storm Drain Utility systems.

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

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 16th day of May, 2023.

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Bob Kelly, Mayor

ATTEST:

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Lisa Kunz, City Clerk



(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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David Dennis, City Attorney

**PUBLIC NOTICE  
PUBLIC HEARING ON RESOLUTION 10498  
TO ESTABLISH WATER, SEWER, AND STORM DRAIN  
RESIDENTIAL AND COMMERCIAL UTILITY SERVICE RATES**

The City of Great Falls is proposing to raise residential and commercial water, sewer and storm drain utility service rates, effective June 1, 2023. The increases are necessary to provide adequate revenue to finance the capital improvements program, to meet debt service coverage requirements and to maintain appropriate reserves.

**Typical Residential Customers**

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

- A water bill would increase \$1.83 or 10%, from \$18.35 to \$20.18 per month;
- A sewer bill would increase \$2.39 or 10%, from \$23.90 to \$26.29 per month; and
- A storm drain bill would increase \$.66 or 10%, from \$6.60 to \$7.26 per month.

The average monthly Residential utility bill would increase \$4.88 or 10%.

**Typical Commercial Customers**

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

- A water bill would increase \$5.74 or 10%, from \$57.47 to \$63.21 per month;
- A sewer bill would increase \$7.62 or 10%, from \$76.22 to \$83.84 per month; and
- A storm drain bill would increase \$.95 or 10%, from \$9.45 to \$10.40 per month.

The average monthly Commercial utility bill would increase \$14.31 or 10%.

**Public Hearing**

The public hearing will be held on Tuesday, May 16, 2023, at 7:00 p.m. in the Civic Center Commission Chambers, 2 Park Drive S. Please mail any comments to City Clerk, City of Great Falls, PO Box 5021, Great Falls, MT 59403.

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

**CITY OF GREAT FALLS, MONTANA**

**Resolution 10498, Appendix A**

**Current Rates vs. Proposed Rates**

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| Combined Water & Sewer        | Quantity Charges<br>CCF / Mo. |                |                | Monthly Service Charges                      |  |        |        |        |        |        |          |          |                |        |    |
|-------------------------------|-------------------------------|----------------|----------------|--|--|--------|--------|--------|--------|--------|----------|----------|----------------|--------|----|
|                               |                               |                |                | Not Meter Based                              | Meter Based - Service Line Size (inches) |        |        |        |        |        |          |          |                |        |    |
|                               | 1st<br>300 cf                 | Over<br>300 cf | Over<br>600 cf |  | (3/4")<br>0.75                           | 1      | 1.25   | 1.50   | 2      | 3      | 4        | 6        | see 6" if "na" |        |    |
| <b>RESIDENTIAL WATER</b>      |                               |                |                |  |  |        |        |        |        |        |          |          |                |        |    |
| 2019 Regular Residential      | 1.76                          | 1.76           | 2.95           | 7.79   | 9.23                                     | 14.61  | 14.61  | 20.03  | 63.04  | 86.44  | 148.30   | 216.74   | 306.47         | 452.25 | na |
| 2023 Regular Residential      | 1.94                          | 1.94           | 3.25           | 8.57   | 10.15                                    | 16.07  | 16.07  | 22.03  | 69.34  | 95.08  | 163.13   | 238.41   | 337.12         | 497.48 | na |
| 2019 Low Income Residential   | 1.59                          | 1.59           | 2.66           | 7.01   | 8.30                                     | 13.14  | 13.14  | 18.01  | 56.72  | 77.82  | 133.48   | 195.06   | 275.84         | 407.03 | na |
| 2023 Low Income Residential   | 1.75                          | 1.75           | 2.93           | 7.71   | 9.13                                     | 14.45  | 14.45  | 19.81  | 62.39  | 85.60  | 146.83   | 214.57   | 303.42         | 447.73 | na |
| (90 % of Regular Residential) |                               |                |                |  |  |        |        |        |        |        |          |          |                |        |    |
| Fire Hydrant                  |                               |                |                |  |  |        |        |        |        |        |          |          |                |        |    |
| 2019 Monthly                  |                               |                |                | 2.70   | 3.73                                     | 8.56   | 8.56   | 13.29  | 37.51  | 56.02  | 116.52   |          |                |        |    |
| 2023 Monthly                  |                               |                |                | 2.97   | 4.10                                     | 9.42   | 9.42   | 14.62  | 41.26  | 61.62  | 128.17   |          |                |        |    |
| 2019 Annual                   |                               |                |                | 32.40  | 44.76                                    | 102.70 | 102.70 | 159.48 | 450.08 | 672.27 | 1,390.20 |          |                |        |    |
| 2023 Annual                   |                               |                |                | 35.64  | 49.24                                    | 112.97 | 112.97 | 175.43 | 495.09 | 739.50 | 1,529.22 |          |                |        |    |
| <b>SEWER</b>                  |                               |                |                |  |  |        |        |        |        |        |          |          |                |        |    |
| 2019 Regular Residential      | 2.48                          | 2.48           | 2.48           | 9.02   |  |        |        |        |        |        |          |          |                |        |    |
| 2023 Regular Residential      | 2.73                          | 2.73           | 2.73           | 9.92   |  |        |        |        |        |        |          |          |                |        |    |
| 2019 Low Income Residential   | 2.23                          | 2.23           | 2.23           | 8.10   |  |        |        |        |        |        |          |          |                |        |    |
| 2023 Low Income Residential   | 2.45                          | 2.45           | 2.45           | 8.91   |  |        |        |        |        |        |          |          |                |        |    |
| (90 % of Regular Residential) |                               |                |                |  |  |        |        |        |        |        |          |          |                |        |    |
| <b>COMMERCIAL WATER</b>       |                               |                |                |  |  |        |        |        |        |        |          |          |                |        |    |
| 2019 Regular Commercial       | 2.01                          | 2.01           | 2.01           | 7.79   | 9.23                                     | 14.61  | 14.61  | 20.03  | 63.04  | 86.44  | 148.30   | 216.74   | 306.47         | 452.25 | na |
| 2023 Regular Commercial       | 2.21                          | 2.21           | 2.21           | 8.57   | 10.15                                    | 16.07  | 16.07  | 22.03  | 69.34  | 95.08  | 163.13   | 238.41   | 337.12         | 497.48 | na |
| 2019 Black Eagle              | 2.04                          | 2.04           | 2.04           | 2 - 8" meters @ 216.74                       |  |        |        |        |        |        |          |          |                |        |    |
| 2023 Black Eagle              | 2.24                          | 2.24           | 2.24           | 2 - 8" meters @ 238.41                       |  |        |        |        |        |        |          |          |                |        |    |
| 2019 Malmstrom AFB            | 2.32                          | 2.32           | 2.32           | 1 - 8" plus 1 - 10" meter 216.74 plus 306.47 |  |        |        |        |        |        |          |          |                |        |    |
| 2023 Malmstrom AFB            | 2.55                          | 2.55           | 2.55           | 1 - 8" plus 1 - 10" meter 238.41 plus 337.12 |  |        |        |        |        |        |          |          |                |        |    |
| 2019 Raw Water                | 0.35                          | 0.35           | 0.35           |  |  |        |        |        |        |        |          |          |                |        |    |
| 2023 Raw Water                | 0.39                          | 0.39           | 0.39           |  |  |        |        |        |        |        |          |          |                |        |    |
| Fire Hydrant                  |                               |                |                |  |  |        |        |        |        |        |          |          |                |        |    |
| 2019 Monthly                  |                               |                |                | 2.70   | 3.73                                     | 8.56   | 8.56   | 13.29  | 37.51  | 56.02  | 116.52   |          |                |        |    |
| 2023 Monthly                  |                               |                |                | 2.97   | 4.10                                     | 9.42   | 9.42   | 14.62  | 41.26  | 61.62  | 128.17   |          |                |        |    |
| 2019 Annual                   |                               |                |                | 32.40  | 44.76                                    | 102.70 | 102.70 | 159.48 | 450.08 | 672.27 | 1,390.20 |          |                |        |    |
| 2023 Annual                   |                               |                |                | 35.64  | 49.24                                    | 112.97 | 112.97 | 175.43 | 495.09 | 739.50 | 1,529.22 |          |                |        |    |
| Fire Lines                    |                               |                |                |  |  |        |        |        |        |        |          |          |                |        |    |
| 2019 Monthly                  | na                            | na             | na             | na   | 1.80                                     | 4.38   | 7.61   | 22.12  | 47.10  | na     | 136.68   | na       |                |        |    |
| 2023 Monthly                  | na                            | na             | na             | na   | 1.98                                     | 4.82   | 8.37   | 24.33  | 51.81  | na     | 150.35   | 320.39   |                |        |    |
| 2019 Annual                   | na                            | na             | na             | na   | 21.60                                    | 52.53  | 91.32  | 265.44 | 565.20 | na     | 1,640.16 | na       |                |        |    |
| 2023 Annual                   | na                            | na             | na             | na   | 23.76                                    | 57.78  | 100.45 | 291.98 | 621.72 | na     | 1,804.18 | 3,844.68 |                |        |    |
| <b>SEWER</b>                  |                               |                |                |  |  |        |        |        |        |        |          |          |                |        |    |
| 2019 Regular Commercial       | 2.80                          | 2.80           | 2.80           | 9.02   |  |        |        |        |        |        |          |          |                |        |    |
| 2023 Regular Commercial       | 3.08                          | 3.08           | 3.08           | 9.92   |  |        |        |        |        |        |          |          |                |        |    |
| 2019 Black Eagle              | 2.91                          | 2.91           | 2.91           | 9.02   |  |        |        |        |        |        |          |          |                |        |    |
| 2023 Black Eagle              | 3.20                          | 3.20           | 3.20           | 9.92   |  |        |        |        |        |        |          |          |                |        |    |
| 2019 Malmstrom AFB            | 2.49                          | 2.49           | 2.49           | 9.02   |  |        |        |        |        |        |          |          |                |        |    |
| 2023 Malmstrom AFB            | 2.74                          | 2.74           | 2.74           | 9.92   |  |        |        |        |        |        |          |          |                |        |    |
| 2019 MaltEurop                | 1.95                          | 1.95           | 1.95           | 8.19   |  |        |        |        |        |        |          |          |                |        |    |
| 2023 MaltEurop                | 2.15                          | 2.15           | 2.15           | 9.01   |  |        |        |        |        |        |          |          |                |        |    |

**CITY OF GREAT FALLS, MONTANA**  
**Resolution 10498, Appendix A**  
**Current Fees vs. Proposed Fees**  
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**PRE-TREATMENT SEWER CHARGES**

|                      | Quantity Charges<br>CCF / Mo. |      | Not<br>Meter Based |
|----------------------|-------------------------------|------|--------------------|
|                      | 2019 Regular Charges          | 1.42 |                    |
| 2023 Regular Charges | 1.56                          | 1.56 | 9.92               |
| 2019 BOD > 0 mg/L    | per pound                     |      | 0.339              |
| 2023 BOD > 0 mg/L    | per pound                     |      | 0.373              |
| 2019 TSS > 0 mg/L    | per pound                     |      | 0.500              |
| 2023 TSS > 0 mg/L    | per pound                     |      | 0.550              |

**SEWER EXTRA STRENGTH CHARGES**

|  |           |  |       |
|--|-----------|--|-------|
| <b>BOD &gt; 200 mg/L</b>                                   |           |  |       |
| 2019 Regular Commercial                                    | per pound |  | 0.339 |
| 2023 Regular Commercial<br>inc Malmstrom AFB & Black Eagle | per pound |  | 0.373 |
| 2019 MaltEurop   | per pound |  | 0.339 |
| 2023 MaltEurop   | per pound |  | 0.373 |
| <b>TSS &gt; 250 mg/L</b>                                   |           |  |       |
| 2019 Regular Commercial                                    | per pound |  | 0.500 |
| 2023 Regular Commercial<br>inc Malmstrom AFB & Black Eagle | per pound |  | 0.550 |
| 2019 MaltEurop   | per pound |  | 0.500 |
| 2023 MaltEurop   | per pound |  | 0.550 |

**Water Service Line Size (inches)**

|      | (3/4")                       | 1.00  | 1.50  | 2.00  | 4.00    | 6.00    | 8.00    | 12.00   |
|------|------------------------------|-------|-------|-------|---------|---------|---------|---------|
|      | <b>CONNECTION FEES WATER</b> |       |       |       |         |         |         |         |
| 2019 | \$545                        | \$605 | \$735 | \$796 | \$1,536 | \$2,380 | \$3,979 | \$7,977 |
| 2023 | \$599                        | \$665 | \$809 | \$875 | \$1,690 | \$2,618 | \$4,377 | \$8,775 |

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

**SEWER**

|  |        |                            |          |          |          |           |           |           |  |
|--|--------|----------------------------|----------|----------|----------|-----------|-----------|-----------|--|
| <b>Single Family Residential</b>           |        |                            |          |          |          |           |           |           |  |
| 2019                                       | \$ 275 | same as sewer increase 2%  |          |          |          |           |           |           |  |
| 2023                                       | \$ 303 | same as sewer increase 10% |          |          |          |           |           |           |  |
| <b>Commercial &amp; Multi Family Units</b> |        |                            |          |          |          |           |           |           |  |
| 2019                                       | \$ 275 | \$ 514                     | \$ 1,009 | \$ 2,116 | \$ 7,269 | \$ 10,504 | \$ 16,114 | \$ 31,001 |  |
| 2023                                       | \$ 303 | \$ 565                     | \$ 1,110 | \$ 2,328 | \$ 7,996 | \$ 11,555 | \$ 17,725 | \$ 34,101 |  |

Connection Fees are for connection of service line to WATER AND SEWER mains, and do not include installation or general plumbing permits. There is no fee to connect to the STORM SEWER SYSTEM.

Call City of Great Falls Community Development for more information @ 406-453-8430

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

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

**TAPPING FEES (Water)**

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

|                                    | (3/4")                          | 1.00   | 1.50     | 2.00     | 4.00   | 6.00   | 8.00   | 12.00  |
|------------------------------------|---------------------------------|--------|----------|----------|--------|--------|--------|--------|
|                                    | <b>1 to 5 taps Fee per Tap:</b> |        |          |          |        |        |        |        |
| 2019                               | \$ 584                          | \$ 613 | \$ 924   | \$ 1,166 | \$ 550 | \$ 574 | \$ 598 | \$ 644 |
| 2023                               | \$ 685                          | \$ 775 | \$ 1,260 | \$ 1,740 | \$ 605 | \$ 631 | \$ 658 | \$ 708 |
| <b>6 or more taps Fee per Tap:</b> |                                 |        |          |          |        |        |        |        |
| 2019                               | \$ 522                          | \$ 572 | \$ 924   | \$ 1,166 | N/A    | N/A    | N/A    | N/A    |
| 2023                               | \$ 600                          | \$ 700 | \$ 1,260 | \$ 1,740 | N/A    | N/A    | N/A    | N/A    |

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

**TURN ON/OFF**

| Flat fee of: | After Hours |       |        |                          | After Hours              |        |        |        |
|--------------|-------------|-------|--------|--------------------------|--------------------------|--------|--------|--------|
|              | 2019        | \$ 75 | 2019   | \$ 100                   | REOCCURRENCE FOR NON-PAY | 2019   | \$ 150 | 2019   |
| 2023         | \$ 75       | 2023  | \$ 100 | REOCCURRENCE FOR NON-PAY | 2023                     | \$ 150 | 2023   | \$ 200 |

**WATER TREATMENT PLANT (WTP)**

**Laboratory Fees**

|      | Alkalinity | Hardness | pH       | Specific Conductance | Total Coliform & E. coli. P/A | Total Coliform & E. coli. MPN | Turbidity | HPC      | Ammonia, Total as N | Ammonia, Free | Chlorine, Free Residual | Chlorine, Total Residual | Non-Compliance TOC Test | Trip Fee<br>(contractors that schedule testing and aren't ready when lab tests show up to sample) |
|------|------------|----------|----------|----------------------|-------------------------------|-------------------------------|-----------|----------|---------------------|---------------|-------------------------|--------------------------|-------------------------|---|
| 2019 | \$ 22.00   | \$ 28.50 | \$ 12.00 | N/A                  | \$ 24.00                      | N/A                           | \$ 14.00  | \$ 45.00 | N/A                 | \$ 20.25      | \$ 12.50                | \$ 14.00                 | \$ 30.00                | 25.00   |
| 2023 | \$ 24.20   | \$ 31.35 | \$ 13.20 | N/A                  | \$ 26.40                      | N/A                           | \$ 15.40  | \$ 49.50 | N/A                 | \$ 22.28      | \$ 13.75                | \$ 15.40                 | \$ 33.00                | 27.50   |

\* Tests no longer performed at the Water Treatment Plant.

**WASTEWATER TREATMENT PLANT (WWTP)**

**Industrial Discharge Permit Application Fees**

(Based upon Wastewater Discharge Quantity)

|      | 0 to 10,000 | 10,001 to 25,000 | 25,001 to 100,000 | Over 100,000 | +PLUS | per 100,000 GPD, or portion thereof |
|------|-------------|------------------|-------------------|--------------|-------|-------------------------------------|
| 2019 | \$ 136      | \$ 220           | \$ 281            | \$ 281       | \$ 83 |                                     |
| 2023 | \$ 150      | \$ 242           | \$ 309            | \$ 309       | \$ 91 |                                     |

**Hauled Waste Disposal Fees**

|                         |           |  |
|-------------------------|-----------|--|
| <b>0 to 100 Gallons</b> |           |  |
| 2019                    | No Charge | Disposal of wastes from holding tanks of privately owned recreational vehicles must be discharged directly from the recreational vehicle and must not exceed 100 gallons |
| 2023                    | No Charge | Disposal of wastes from holding tanks of privately owned recreational vehicles must be discharged directly from the recreational vehicle and must not exceed 100 gallons |
| 2019                    | \$ 44.75  | per 1,000 gallons, or portion thereof, for hauled waste. A minimum charge for 1000 gallons will be levied for each load delivered.                                       |
| 2023                    | \$ 49.23  | per 1,000 gallons, or portion thereof, for hauled waste. A minimum charge for 1000 gallons will be levied for each load delivered.                                       |

**Additional Fees**

Additional fees may be charged for necessary testing prior to acceptance of wastes classified as non-domestic or industrial in nature. NSF Fee \$30. Delinquent Penalty 1.5% after 30 days. Shut off fees for disconnection will be charged if the account is not paid in full by 5 pm on the day prior to shut off, regardless of whether or not the services are disconnected.

**CITY OF GREAT FALLS, MONTANA**

**Resolution 10498, Appendix A**

**Current Rates vs. Proposed Rates**

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**STORM DRAIN**

2019 5.00%  
2023 10.00%

|          |                             | Sq Ft Cap     |                        |
|----------|-----------------------------|---------------|------------------------|
| <b>A</b> | <b>Single Family Res.</b>   | <b>15,000</b> |                        |
| 2019     | Base 2.0290396757           |               | Per Sq Ft 0.0006087119 |
| 2023     | Base 2.2319436433           |               | Per Sq Ft 0.0006695831 |
| <b>B</b> | <b>Multiple Residential</b> | <b>0</b>      |                        |
| 2019     | Base 2.0290396757           |               | Per Sq Ft 0.0007608899 |
| 2023     | Base 2.2319436433           |               | Per Sq Ft 0.0008369789 |
| <b>C</b> | <b>Commercial</b>           | <b>0</b>      |                        |
| 2019     | Base 2.0290396757           |               | Per Sq Ft 0.0009891569 |
| 2023     | Base 2.2319436433           |               | Per Sq Ft 0.0010880726 |
| <b>D</b> | <b>Heavy Commercial</b>     | <b>0</b>      |                        |
| 2019     | Base 2.0290396757           |               | Per Sq Ft 0.0013696018 |
| 2023     | Base 2.2319436433           |               | Per Sq Ft 0.0015065620 |
| <b>E</b> | <b>Unimproved Areas</b>     | <b>10,000</b> |                        |
| 2019     | Base 2.0290396757           |               | Per Sq Ft 0.0001521780 |
| 2023     | Base 2.2319436433           |               | Per Sq Ft 0.0001673958 |



### 2023 UTILITY RATE REVIEW CALENDAR

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

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

| April |    |    |    |    |    |    |
|-------|----|----|----|----|----|----|
| Su    | Mo | Tu | We | Th | Fr | Sa |
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| DATE      | TASK   | RESPONSIBILITY   |
|-----------|--|--|
| 2/15/2023 | STAFF DISCUSSION RE:<br>UTILITY RATE REVIEW<br>Public Works/Finance Department | Engineering<br>Finance<br>Public Works                 |
| 3/27/2023 | STAFF PRESENTATION TO CITY MANAGER<br>City Manager's Office                    | City Manager<br>Engineering<br>Finance<br>Public Works |
| 4/4/2023  | PRESENTATION OF RATE ANALYSIS<br>City Commission Work Session                  | Finance<br>Public Works<br>Commission                  |
| 4/4/2023  | SET PUBLIC HEARING<br>City Commission Meeting                                  | Commission<br>Finance / Public Works                   |
| 4/19/2023 | WEEK 3 PUBLIC NOTICE INSERTED IN UTILITY BILLS                                 | Finance  |
| 4/23/2023 | 1st PUBLICATION OF NOTICE IN GF TRIBUNE  | Great Falls Tribune                                    |
| 4/26/2023 | WEEK 4 PUBLIC NOTICE INSERTED IN UTILITY BILLS                                 | Finance  |
| 4/30/2023 | 2nd PUBLICATION OF NOTICE IN GF TRIBUNE  | Great Falls Tribune                                    |
| 5/3/2023  | WEEK 1 PUBLIC NOTICE INSERTED IN UTILITY BILLS                                 | Finance  |
| 5/7/2023  | 3rd PUBLICATION OF NOTICE IN GF TRIBUNE  | Great Falls Tribune                                    |
| 5/10/2023 | WEEK 2 PUBLIC NOTICE INSERTED IN UTILITY BILLS                                 | Finance<br>Finance                                     |
| 5/10/2023 | EMAIL SENT TO EBILL CUSTOMERS  | Finance  |
| 5/16/2023 | PUBLIC HEARING/FINAL ACTION<br>City Commission Meeting                         | Commission<br>Finance / Public Works                   |
| 6/1/2023  | EFFECTIVE DATE FOR RATE INCREASES  | Finance  |



Commission Meeting Date: May 16, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution 10503 – Conditional Use Permit for a “Two-family residence” use upon the property addressed as 727 4<sup>th</sup> Avenue North.

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

**Initiated By:** Ramona Ramadas, Owner

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

**Action Requested:** City Commission adopt Resolution 10503

**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/adopt with conditions/deny) Resolution 10503 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:**

At the conclusion of a public hearing held on March 28, 2023, the Zoning Commission recommended that the City Commission approve the applicant’s request for a Conditional Use Permit for a “Two-family residence. 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. **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, Ramona Ramadas, 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 727 4<sup>th</sup> Avenue North and legally described as Lot 8 and the East 37.5 feet of Lot 9, Block 194, Great Falls Original Townsite, Sec. 1, T20N, R3E, P.M., Cascade County, Montana. The subject property is zoned R-9, Mixed Residential, where 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 has a primary building that is used as the applicant’s home. Behind the primary building is an old carriage house that has been converted into a two-car garage. At some point in the property’s history, a second floor was added to the garage. This second story has been used as an office, and anecdotally, as a living space. Currently it is not being used but the applicant has been working to have the space ready for a second living unit. The garage was built prior to the current zoning setback codes so that the building is built right on the rear property line. Because the carriage house is existing, it is allowed to remain in its current location with a legal, non-conforming status. The Conditional Use Permit will require the applicant to provide four off-street parking spaces. The applicant is proposing to build a parking pad off of the adjoining alley to the west of the garage. The garage is built for two stalls, which, when combined with the new parking pad, will allow the applicant to meet the four off-street parking space requirement. The applicant will also be required to conform to any building permit requirements that may apply to the project.

The subject property is larger than the typical lot found in the heart of the City which allows it to better accommodate the two living units.

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



***Impacts:***

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

***Improvements:***

The City is not recommending any improvements to the subject property at this time. The property already has sidewalks, a well-maintained boulevard, and a beautifully maintained yard area.

**Neighborhood Council Input:**

On March 13, 2023, Neighborhood Council #7 made a motion to unanimously support the proposed land use. The City received written communication from Great Falls Public Schools that stated that the CUP would not adversely impact the schools in the area. Whittier Elementary, East Middle School, and Great Falls High School would be able to handle any additional students this project would potentially bring to the district.

**Fiscal Impact:**

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

**Alternatives:**

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

**Concurrences:**

Representatives of the City's Public Works Department have reviewed the proposal and have no objections to the issuance of the Conditional Use Permit.

**Attachments/Exhibits:**

Resolution 10503  
 Basis of Decision  
 Site Layout  
 Aerial Map  
 Zoning Map  
 Applicant Narrative  
 Neighbor Correspondence

RESOLUTION 10503

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW A "RESIDENCE, TWO-FAMILY" LAND USE UPON A PARCEL OF LAND ADDRESSED AS 727 4<sup>th</sup> AVENUE NORTH AND LEGALLY DESCRIBED AS LOT 8 AND THE EAST 37.5 FEET OF LOT 9, BLOCK 194, GREAT FALLS ORIGINAL TOWNSITE, SEC. 1, T20N, R3E, P.M., CASCADE COUNTY, MONTANA

\* \* \* \* \*

WHEREAS, the City of Great Falls has been petitioned to approve a Conditional Use Permit to allow for the establishment of a "Residence, two-family" land use upon the property legally described as Lot 8 and the East 37.5 feet of Lot 9, Block 194, Great Falls Original Townsite, Sec. 1, T20N, R3E, P.M., Cascade County, Montana (subject property); and,

WHEREAS, the subject property is presently zoned R-9 Mixed Residential, 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 March 28, 2023, 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. **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 727 4<sup>th</sup> Avenue North and legally described as Lot 8 and the East 37.5 feet of Lot 9, Block 194, Great Falls Original Townsite, Sec. 1, T20N, R3E, P.M., 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 May 16, 2023.

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

ATTEST:

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

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
David 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 727 4<sup>th</sup> Avenue North in the R-9 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 larger than the average property in the area, 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 uses in the neighborhood are generally mixed in density. While the majority of uses in the area are single-family, there are a number of area properties with residential densities of two-family or higher. The property directly to the east, across 8<sup>th</sup> Street, is a large multi-family building.

The height, scale and design of the existing carriage house structure being used for the proposed second unit will not change. Parking is proposed to be contained within attached and detached garages. The property already contains a nicely landscaped yard. With this design, and with the proximity of the high-density residential development adjoining to the northeast, this conditional use will not adversely impact the use, enjoyment or property value of any property in the immediate vicinity.

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

The project will not impede the normal and ordinary development and improvement of surrounding properties. All of the surrounding nearby lots are already developed. Adjacent property owners have been notified about the project and City staff has received no questions regarding project specifics. City Staff did receive a letter from Great Falls Public Schools that

the increased density would not affect the schools in the district in a negative way.

**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 roads already exist adjacent to the subject parcel. Any utility services 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.**

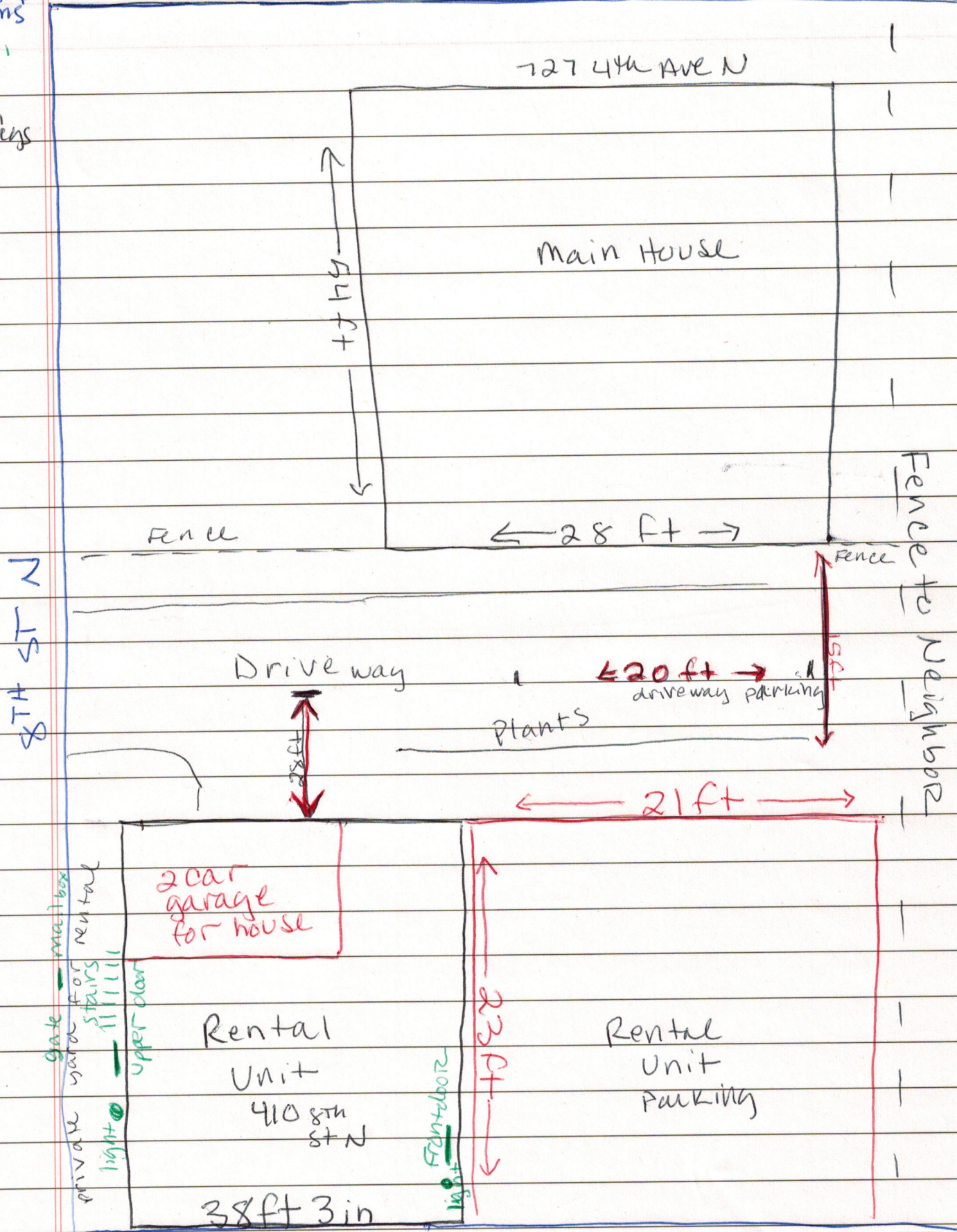
The project will generate little daily traffic, and will have no discernible impact upon the area road network. Driveway access is off 8<sup>th</sup> Street North and a parking pad will be accessed off of 5<sup>th</sup> Alley North. Local traffic in this area is minimal and the second residential unit 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-9 Zoning District.

# 4th Ave N

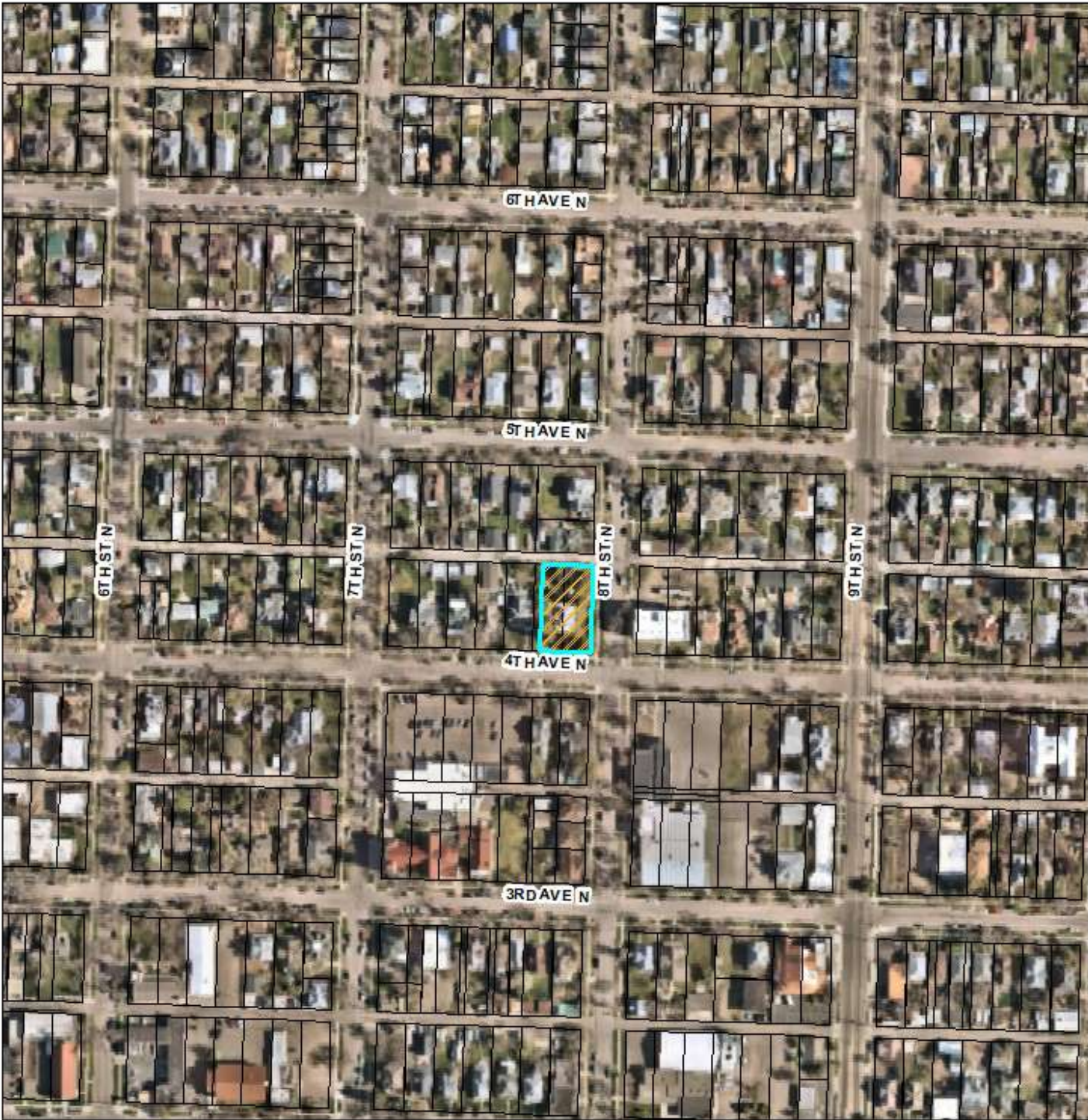
- Legend:
- Parking
  - Street + directions
  - Lights, doors, stairs
  - Bldgs, walkways



Conditional Use Permit - RN Housing  
 Ramona Ramadas  
 727 4th Ave N

Alley

### Aerial Map

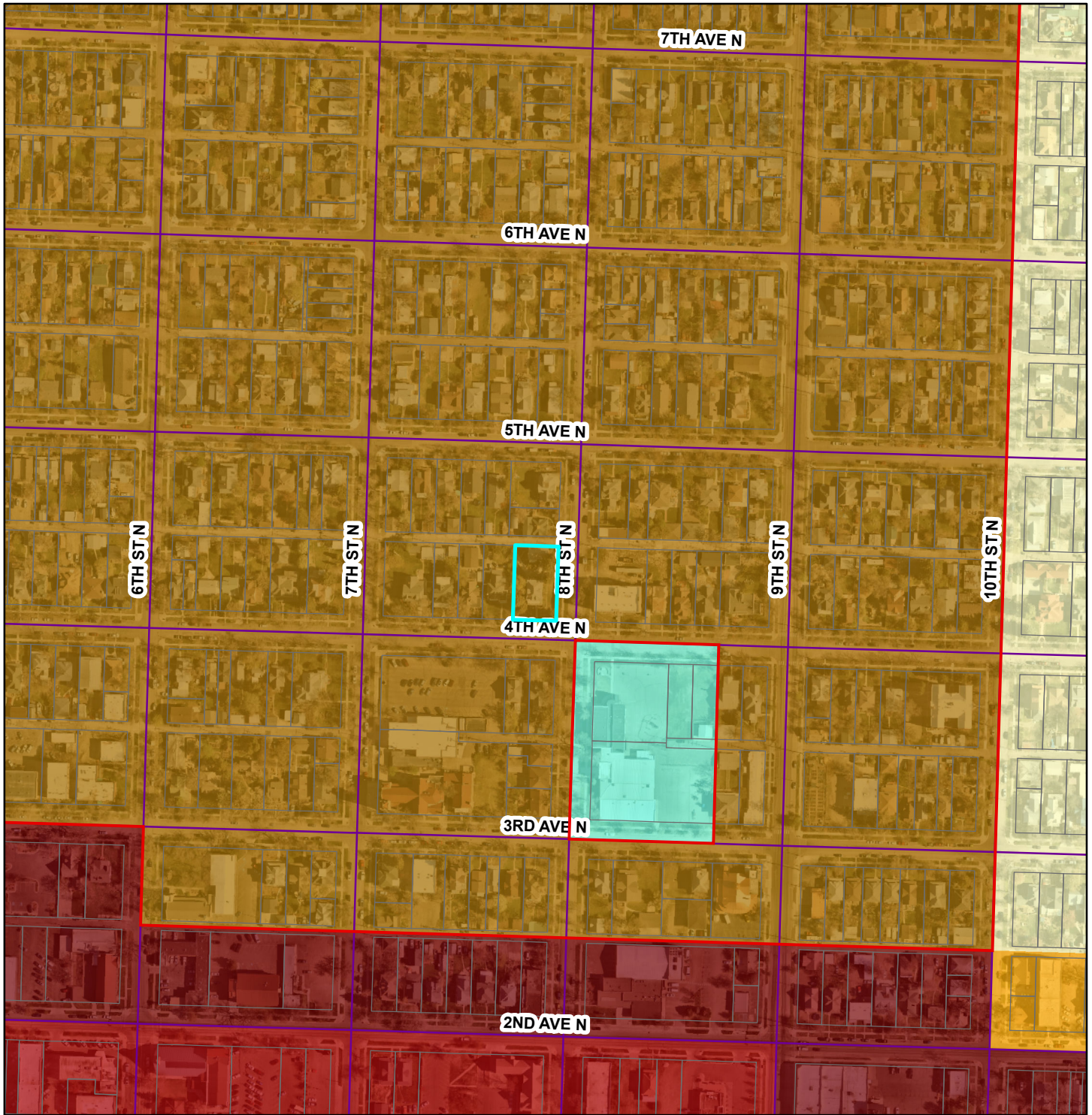


-  Parcel selection
-  City Limits




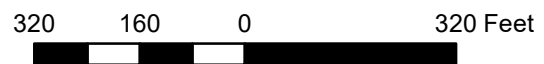


# ZONING MAP



## Legend

-  R-3 Single-family High Density
-  R-6 Multi-family High Density
-  R-9 Mixed Residential
-  C-4 Central Business Core
-  C-5 Central Business Periphery
-  PLI Public Lands and Institutional



City of Great Falls

Planning and Community Development Dept.

PO Box 5021

Great Falls, MT 59403 -5021

Re: Narrative for Conditional Use Permit Application at 727 4<sup>th</sup> Ave N/410 8<sup>th</sup> St N

Dear City Planning,

727 4<sup>th</sup> Ave N and the “Carriage House” located at 410 8<sup>th</sup> St N have a special place in the history of the city’s development. It is our understanding that the home was originally built by an investor in the city’s innovative roots in electricity. Innovation has continued as the backbone of the home – as the owners of the property for just under a year, we’ve learned of a prominent Great Falls lawyer, an architect, and had visits by the students and families of several music students that learned within the walls of the home under its most recent owner.

In this spirit, we have been working to restore the home, honoring the architecture, craftsmanship, and innovation of those that came before us. More importantly, we have brought the “carriage house” (a true carriage house, we learned from our neighbor) back to life. Our vision is to support one of the most important needs facing every community today, the nursing shortage. Investments in University of Providence and Great Falls College will help address this growing concern within Great Falls and beyond. With these investments, nurse educators and travel nurses wishing to be part of this wave of change will want to be part of the community for short, and perhaps long periods of time.

As an actively licensed RN, I am well positioned to create a space that meets the needs of a healthcare worker, and my family and I are excited to give back to the industry and community in this way. We believe we can provide a safe and friendly haven at the end of the shift for this rewarding but incredibly demanding role. Simultaneously, the income we receive will allow us to continue making investments into the home, the arts community in Great Falls, and my continued contributions to nursing innovation.

The specific activities we have undertaken to prepare a safe and comfortable space include:

- Upgraded electrical panel and fixtures
- Upgraded plumbing
- Refinished wood floors
- New high-efficiency furnace
- New hot water tank
- Updated bathroom
- Upgraded insulation
- New paint and appliances

We hope that you’ll support our vision and this project. Thank you for your consideration!

Ramona Ramadas

## Lonnie Hill

---

**From:** Jamie Nygard  
**Sent:** Tuesday, March 28, 2023 11:49 AM  
**To:** Lonnie Hill  
**Subject:** FW: 4th Ave N remodel

-----Original Message-----

From: jayjaitken@gmail.com <jayjaitken@gmail.com>  
Sent: Tuesday, March 28, 2023 11:35 AM  
To: Jamie Nygard <jnygard@greatfallsmt.net>  
Subject: 4th Ave N remodel

To whom it may concern,

We are grateful to Pat and Ramona for their kindness to their neighbors on 4th Ave N! We are lucky and blessed to have them as neighbors! We are also all inspired to follow their example and fox up our homes as well!

Sincerely,

Dr Jill Aitken AUD CCC-A  
and Jay Aitken  
609 4th Ave N  
Great Falls, MT 59401  
(406) 899-9761  
Sent from my iPhone



Commission Meeting Date: May 16, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution 10505 - Resolution approving a request from the City of Great Falls Public Works Department to use Downtown Urban Renewal District Tax Increment Financing (TIF) funds for a downtown storm water drainage improvement project.

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

**Initiated By:** The City of Great Falls Public Works Department

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

**Action Requested:** Approve Resolution 10505

**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 10505.”

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

**Staff Recommendation:** Staff recommends approval of Resolution 10505 for expending up to \$18,000 of Downtown Tax Increment Financing (TIF) District Funds for a downtown storm water drainage improvement project.

**Summary:** The Great Falls Public Works Department has received multiple requests from business owners on the 400 Block of Central Avenue to address increased flooding into downtown businesses in relation to an increased number of short duration, high intensity rainfall events (flash flooding). Specifically, water regularly drains from 1<sup>st</sup> Alley North into the basements of the Johnson Building and Kaufman’s. This portion of alley is between 1<sup>st</sup> Avenue North and Central Avenue, between 4<sup>th</sup> Street South and 5<sup>th</sup> Street South. Due to flooding, neighboring businesses have paid \$10,000 in repairs. According to Public Works, recommended improvements include the installation of a doghouse inlet and minor repairs to the alley surfacing.

**Applicant’s Request:** The Great Falls Public Works Department is seeking up to \$18,000 for a storm water drainage improvement project in the downtown area. Project improvements include the

installation of a doghouse inlet and minor repairs to the alley surfacing. The project is expected to begin in the late summer to early fall of 2023.

**Montana Code Annotated (MCA) TIF Regulations:** Creation and administration of Tax Increment Financing (TIF) Districts is governed by the Montana State Urban Renewal statutes (Title 7, Chapter 15, Parts 42 and 43, MCA). The applicant feels that the requested costs are allowable TIF expenses pursuant to MCA 7-15-4288.

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

- 1. land acquisition;*
- 2. demolition and removal of structures;*
- 3. relocation of occupants;*
- 4. the acquisition construction, and improvement of public improvements or infrastructure, including streets, roads, curbs, gutters, sidewalks, pedestrian malls, alleys, parking lots and off-street parking facilities, sewers, sewer lines, sewage treatment facilities, storm sewers, waterlines, waterways, water treatment facilities, natural gas lines, electrical lines, telecommunication lines, rail lines, rail spurs, bridges, publicly owned buildings, and any public improvements authorized by Title 7, chapter 12, parts 41 through 45; Title 7, chapter 13, parts 42 and 43; and Title 7, chapter 14, part 47, and items of personal property to be used in connection with improvements for which the foregoing costs may be incurred;*
- 5. costs incurred in connection with the redevelopment activities allowed under 7-15-4233;*
- 6. acquisition of infrastructure-deficient areas or portions of areas;*
- 7. administrative costs associated with the management of the urban renewal area or targeted economic development district;*
- 8. assemblage of land for development or redevelopment by private enterprise or public agencies, including sale, initial leasing, or retention by the local government itself at its fair value;*
- 9. the compilation and analysis of pertinent information required to adequately determine the needs of the urban renewal area or targeted economic development district;*
- 10. the connection of the urban renewal area or targeted economic district to existing infrastructure outside the area or district;*
- 11. the provision of direct assistance to secondary value-adding industries to assist in meeting their infrastructure and land needs within the area or district; and*
- 12. the acquisition, construction, or improvement of facilities or equipment for reducing, preventing, abating, or eliminating pollution.*

**Downtown Urban Renewal Plan and Requested TIF Funding Allocation Decisions:** In order for the municipality to approve TIF funding requests, such requests must be determined to be in compliance with the local jurisdiction's Urban Renewal Plan, as well as be eligible for TIF funding in accordance with the MCA Statutes noted in the previous section. To aid in the City Commission's decision, the City's Tax Increment Application Process establishes twelve specific criteria to assess the merits of a project in relation to the Downtown Urban Renewal Plan. Staff has reviewed the applicant's request based on the review criteria noted below, the Downtown Urban Renewal District Plan, and guidance from the City's outside TIF legal counsel.

**City of Great Falls TIF Review Criteria:**

1) **Public Infrastructure Improvements** - Public infrastructure improvements have the benefit of improving and impacting an entire district. Each district may have its own Capital Improvement Plan, which may include things such as roadway improvements, storm drains, sewer and waterlines, railroads, etc.

**Staff Analysis:** Improving storm drains by installing a doghouse inlet and performing minor repairs to the alley surfacing can be considered public infrastructure and will improve the Downtown TIF District in a positive way.

2) **Economic Stimulus**- The amount of economic activity to be generated within a district through the development is assessed, as well as the leverage ratio of public to private investment. In general, the maximum limit of any one development is 10% of the construction/rehabilitation costs, exclusive of acquisition costs. Projects demonstrating extraordinary benefit to Districts or the community may, at the discretion of City Commission, receive additional TIF assistance for eligible items. All applications should contain credible, measurable information substantiating the project's economic stimulus in the District and the community.

**Staff Analysis:** While adding storm drain features to the public infrastructure might not create a direct economic stimulus to the City, it does reduce the possibility of issues like flooding or damage caused by flash flooding, potentially saving the City financially in maintenance costs long term and improving vehicle and pedestrian movement in the subject area. Additionally, it is critical that the project be constructed to protect the integrity of the existing buildings and keep existing businesses viable at this important location in the downtown.

3) **Tax Generation** – The increase in taxable value due to the new district development, including construction/rehabilitation, as estimated by the County Assessor's office to determine tax increment generation.

**Staff Analysis:** The project will not necessarily increase tax generation since it will occur mainly in the public alley way. There is a potential indirect tax benefit that could occur due to continued building occupancy in this area of the downtown.

4) **Employment Generation** – Total employment generated by the district development is assessed in terms of permanent and part-time jobs, and construction jobs.

**Staff Analysis:** The project will not generate any new employment opportunities for the Downtown.

**5) Elimination of Blight** – The development’s direct and indirect impact on the physical and fiscal deterioration within the appropriate district and the community, as identified in the appropriate district plan.

**Staff Analysis:** This project does not address the issue of blight. However, by improving the alley way, it will help keep the commercial buildings that border it from falling into disrepair by mitigating damage from flooding.

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

**Staff Analysis:** The storm water project meets a special need by addressing concerns of those businesses affected by the flooding in basements of historical buildings bordering the alley.

**7) Impact Assessment** – The extent of both positive and negative environmental impacts, appropriateness of the developer’s project design, and impact on existing businesses or residents.

**Staff Analysis:** The storm water project will have positive environmental impacts by allowing precipitation from flash flood events to better drain into the City’s storm water infrastructure. As stated before, this will also greatly affect the businesses in a positive way by reducing flooding occurrences.

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

**Staff Analysis:** While there might be other funds available for the City to use such as its Storm Sewer fund, the relatively small scope of this project is better served by using available TIF funds.

**9) Development’s Feasibility** – A determination of feasibility is made on the strength of the applicant’s demonstration of market demand for the development in the district and is contained primarily on the pro forma and financing commitments.

**Staff Analysis:** Since the City’s Public Works Department is undertaking the project, there is no feasibility concern.

**10) Developer Ability to Perform** – An assessment of the Applicant’s capability to undertake the relative complexities of the development based on past performance on similar projects.

**Staff Analysis:** Again, because the City’s Public Works Department is undertaking the project, there is no concern regarding the ability to perform.

**11) Timely Compensation** – The feasibility of completing the development according to the Applicant’s development schedule.

**Staff Analysis:** Staff believes that the applicant will be able to meet the development schedule.

**12) Payment of Taxes** – All property taxes, special improvement district assessments and other assessments on the project property must be paid to date.

**Staff Analysis:** There are currently no outstanding tax issues within the district.

**Determination of Appropriateness:** In discussions with outside legal counsel, Staff has concluded that the request for TIF funds is appropriate. MCA 7-15-4288 (4) includes, “the acquisition, construction, and improvement of public improvements or infrastructure, including streets, roads, curbs, gutters, sidewalks, pedestrian malls, alleys, parking lots and off street parking facilities, sewers, sewer lines, sewage treatment facilities, storm sewers, waterlines, waterways, water treatment facilities, natural gas lines, electrical lines, telecommunications lines, rail lines, rail spurs, bridges, publicly owned buildings, and any public improvements authorized by Title 7, chapter 12, parts 41 through 45; Title 7, chapter 13, parts 42 and 43; and Title 7, chapter 14, part 47, and items of personal property to be used in connection with improvements for which the foregoing costs may be incurred,” as an eligible TIF activity under this category. The City believes that the improvement to storm water infrastructure in the downtown area falls well within the category of public infrastructure improvements.

**Fiscal Impact:**

The funding request will allow for a greater economic impact to the Downtown Urban Renewal District. The City’s Downtown TIF fund has a current cash balance of \$4,316,637. As a result, there is adequate funding in the TIF district to fulfill the request.

**Alternatives:**

The City Commission could deny the TIF funding request and require the project to be constructed using the City’s storm drain fund.

**Concurrences:**

The applicant’s request for TIF funding has been reviewed by the City’s outside legal counsel from Dorsey & Whitney LLP. The Downtown Development Partnership held a meeting on April 26, 2023, and voted unanimously to recommend approval of the request.

**Attachments/Exhibits:**

Resolution 10505

TIF Application

DDP Letter of Support



RESOLUTION 10505

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, APPROVING THE CITY OF GREAT FALLS PUBLIC WORKS DEPARTMENT APPLICATION FOR USE OF DOWNTOWN URBAN RENEWAL TAX INCREMENT FINANCING (TIF) DISTRICT FUNDS

\* \* \* \* \*

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

**WHEREAS**, the City Commission, pursuant to Resolution No. 9961, duly adopted on March 6, 2012, created an urban renewal area as the Downtown Urban Renewal District; and

**WHEREAS**, the City Commission, pursuant to Ordinance No. 3088, duly adopted the Downtown Urban Renewal Plan containing a tax increment provision on May 15, 2012 after a duly called and noticed public hearing, and pursuant to Ordinance 3222, adopted a revision to the Downtown Urban Renewal Plan on October 6, 2020 after a duly noticed public hearing; and

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

**WHEREAS**, the purpose of the Downtown Tax Increment Financing District is to stimulate revitalization and redevelopment of the Central Business District; and

**WHEREAS**, City of Great Falls Public Works Department has proposed a downtown storm water drainage improvement project within the Downtown Urban Renewal District, with eligible tax increment financing expenses and has applied for such funds; and

**WHEREAS**, City Staff has assessed the project in relation to the goals and objectives of the Downtown Urban Renewal District Plan, evaluated the project based on the evaluation criteria, and determined that expenditure of TIF funds up to the amount of \$18,000 is warranted for the purpose of improving storm water drainage within the Downtown Urban Renewal District.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Great Falls, Montana, that the City of Great Falls Public Works Department’s Application for use of Downtown Urban Renewal Tax Increment Financing District Funds is approved in the amount of up to \$18,000 for the purpose of improving storm water drainage within the Downtown Urban Renewal District.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, May 16, 2023.

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

ATTEST:

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

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

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

**City of Great Falls**  
**Public Works/Engineering**

**DATE:** March 10, 2023  
**TO:** Great Falls City Planning Board  
**FROM:** Jesse Patton, P.E., City Engineer  
**RE:** Misc. Alley – 400 BLK 1<sup>st</sup> Alley N, O.F. 1795.1

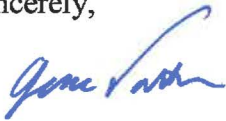
Enclosed is an Application for Tax Increment Funding to fund the engineering design, permit documentation, and construction of public storm drainage improvement costs associated with the referenced project.

There has been an increasing number of short duration high intensity rainfall events that have resulted in flooding within the City in recent years. One area that has been problematic from a flooding perspective is the Downtown Business District. Property owners on the 400 block of Central have expressed concern regarding water draining into their buildings from the alley on the North side.

The City has been working with tenants at 421 Central Avenue who indicated that their basement was flooded to the tune \$10,000 in repairs, due to water coming in from the alley.

The next step of the project includes finalization of the plans, specifications, and bid documents. That will be immediately followed by the public bidding process. The estimated cost for the project is \$23,543.

Sincerely,



Jesse Patton, PE, City Engineer (406) 771-1258

Attachments: TIF Application  
Vicinity Map  
Project Budget

## **CITY OF GREAT FALLS**



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

### **APPLICATION FOR FUNDS**

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

Project Name: Misc. Alley - 400 BLK 1st Alley N

Date Submitted: 4/2/2023

Name of TIF District: Downtown Urban Renewal District

**APPLICANT INFORMATION**

Name: City of Great Falls Public Works Department

Address: 1025 25<sup>th</sup> Avenue North East, P.O. Box 5021, Great Falls, MT 59403

Telephone: 406-771-1258 (Jesse Patton, P.E., City Engineer)

**DEVELOPMENT INFORMATION**

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

2. Legal Description: The proposed project area is located in the 400 block 1<sup>st</sup> Alley North.

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

7. Architectural/Engineering Firm: City Public Works Engineering Division will complete the design and develop the construction plans and manage the project.

Address: 1025 25<sup>th</sup> Avenue North East, P.O. Box 5021, Great Falls, Montana 59403

Representative: 406-771-1258 (Jesse Patton, P.E., City Engineer)

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

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

**There has been an increasing number of short duration high intensity rainfall events that have resulted in flooding within the City in recent years. One area that has been problematic from a flooding perspective is the Downtown Business District. The increase in flooding frequency triggered multiple complaints from downtown businesses. Property owners on the 400 block of Central have expressed concern regarding water draining into their buildings from the alley on the North side. Specifically between the Johnson Building and Kaufman's. Their basement was flooded to the tune \$10,000 in repairs, due to water coming in from the alley.**

**The recommended improvements will involve installing a doghouse inlet and minor repairs to the alley surfacing. Surface patching of concrete and asphalt pavements will be completed by City Streets Division.**

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

**See Attached map for the proposed project location.**

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

**The City has already initiated design for the project. Bidding and construction will be performed in summer/fall 2023. All of the proposed improvements are within the Downtown TIF District boundary.**

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

**The City is not seeking other sources of revenue.**

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

**The City has fronted the costs for the engineering design, bedding and construction utilizing Storm Sewer Funds. The City is requesting reimbursement for these expenses. The City will continue to front the costs for paving and surface restoration.**

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

**We are requesting that \$18,000 in TIF funds be made available to complete this project.**

**TOTAL PROJECT DEVELOPMENT COSTS**

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

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

|                  |    |                 |
|------------------|----|-----------------|
| 1. Value of Land | \$ | _____           |
| 2. _____         | \$ | _____           |
| 3. _____         | \$ | _____           |
| 4. _____         | \$ | _____           |
| 5. _____         | \$ | _____           |
| <b>Subtotal</b>  |    | <b>\$ _____</b> |

**Construction/Rehabilitation Costs** (Use general construction trade divisions)  
*(Total value of improvements)*

|                 |                                 |
|-----------------|---------------------------------|
| 1. Storm Drain  | \$ 24,543 (See Attached Budget) |
| 2. _____        | \$ _____                        |
| 3. _____        | \$ _____                        |
| 4. _____        | \$ _____                        |
| 5. _____        | \$ _____                        |
| 6. _____        | \$ _____                        |
| 7. _____        | \$ _____                        |
| <b>Subtotal</b> | <b>\$ _____</b>                 |

**Equipment Costs**  
*(Total value of equipment)*

|                 |                 |
|-----------------|-----------------|
| 1. _____        | \$ _____        |
| 2. _____        | \$ _____        |
| 3. _____        | \$ _____        |
| 4. _____        | \$ _____        |
| 5. _____        | \$ _____        |
| <b>Subtotal</b> | <b>\$ _____</b> |

**Total Project Development Costs** **\$ 24,543**

**ELIGIBLE TIF ACTIVITIES**

**Land Acquisition**

|    | Total | Amount Requested<br>from TIF | Timing for<br>Funds |
|----|-------|------------------------------|---------------------|
| 1. | _____ | _____                        | _____               |

**Demolition & Removal of Structures**

|                 |              |              |              |
|-----------------|--------------|--------------|--------------|
| 1.              | _____        | _____        | _____        |
| 2.              | _____        | _____        | _____        |
| 3.              | _____        | _____        | _____        |
| <b>Subtotal</b> | <b>_____</b> | <b>_____</b> | <b>_____</b> |

**Relocation of Occupants**

|    |       |       |       |
|----|-------|-------|-------|
| 1. | _____ | _____ | _____ |
|----|-------|-------|-------|

**Public Improvements**

*(acquisitions, construction and improvement of infrastructure which includes streets, roads, curbs, gutters, sidewalks, pedestrian malls, alleys, parking lots and off-street parking facilities, sewers, sewer lines, storm sewers, etc.)*

|                 |              |              |              |
|-----------------|--------------|--------------|--------------|
| 1.              | Storm Drain  | \$24,543     | July 2023    |
| 2.              | _____        | _____        | _____        |
| 3.              | _____        | _____        | _____        |
| <b>Subtotal</b> | <b>_____</b> | <b>_____</b> | <b>_____</b> |

**Fees (associated with eligible activities)**

*(A&E design/supervision, permits & other fees)*

|    |       |       |       |
|----|-------|-------|-------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |



CERTIFICATION

I (we), **Russell Brewer and Jesse Patton** (please print),  
certify that the statements and estimates within this Application as well as any and all documentation  
submitted as attachments to this Application or under separate cover are true and correct to the best of  
my (our) knowledge and belief.

Signature 

Title **Senior Engineer PW Engineering**

Address **City of Great Falls, P.O. Box 5021, Great Falls, MT 59403-5021**

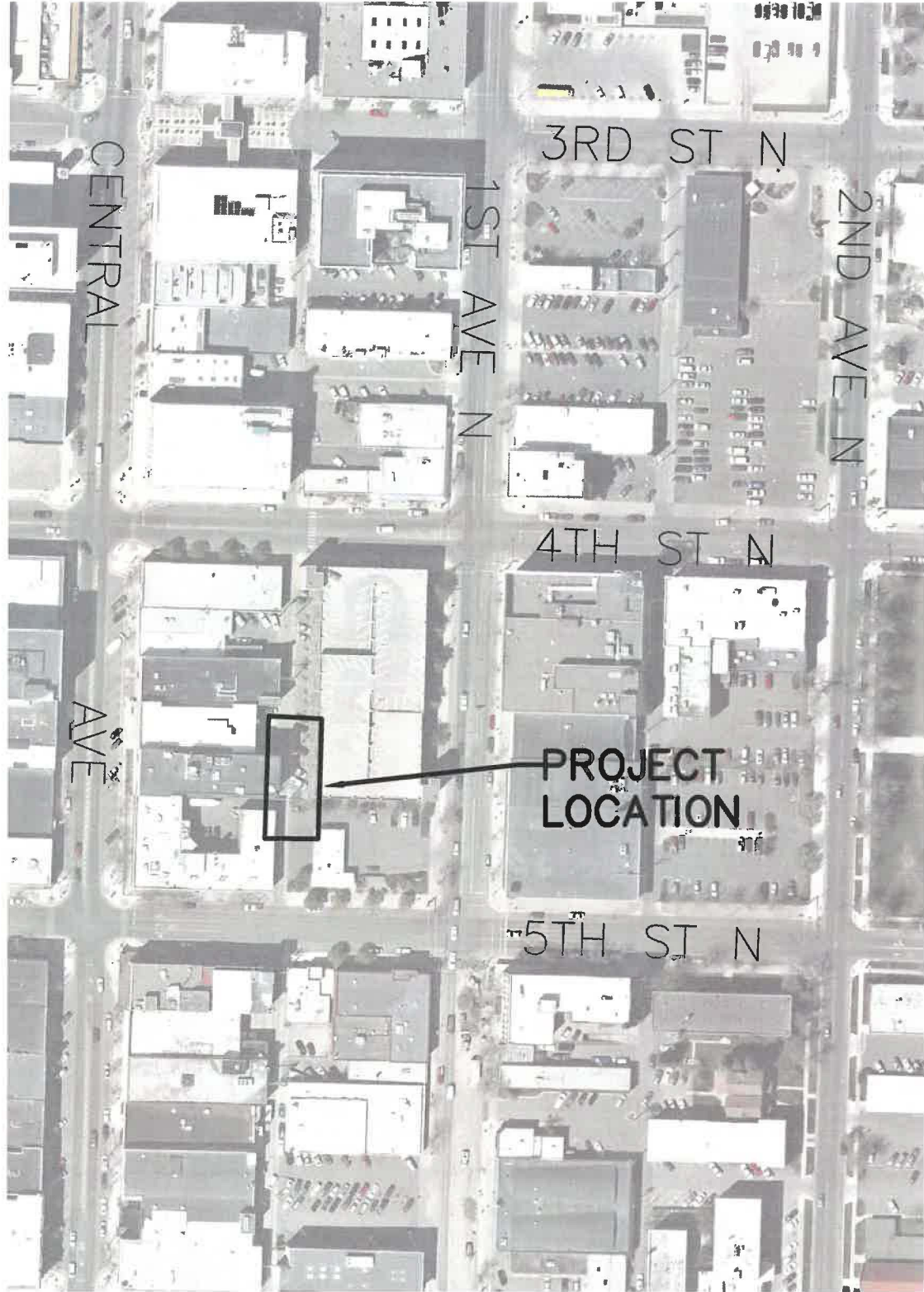
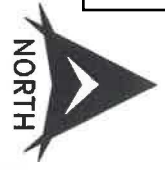
Date March 10, 2023

Signature 

Title **City Engineer**

Address **City of Great Falls, P.O. Box 5021, Great Falls, MT 59403-5021**

Date March 10, 2023



P:\Engineering\inspector\00 - Projects\1795\_1 - Misc-Alley-400blk-1st-alley\1795\_117 - Design information-Engineering Reports\First-AlleyN-500block.dwg



**400 BLOCK 1ST ALLEY NORTH  
DRAINAGE**

**VICINITY  
MAP**

OF 1795.1  
03-06-20

| <b>1795.1 Misc Alley - 400 BLK 1st Alley N</b>      |                    |
|---|--------------------|
| <b>Administrative and Financial</b>                 |                    |
| Personnel   |                    |
| Office Costs  |                    |
| Professional Services                               |                    |
| Legal Costs   |                    |
| Audit Fees  |                    |
| Travel and Training                                 |                    |
| Loan Fees   |                    |
| Loan Reserves                                       |                    |
| Interim Interest                                    |                    |
| Bond and Council Related Costs                      |                    |
| <b>Total Administrative Costs</b>                   | <b>\$0.00</b>      |
| <b>Activity Costs</b>                               |                    |
| Easement Acquisition and Permitting                 |                    |
| Engineering Design and Plan Preparation             | \$1,358.25         |
| Engineering Plan Review and Contract Administration | \$1,358.25         |
| Construction Engineering and Inspection             | \$2,716.50         |
| Project Construction                                | \$18,110.00        |
| <b>Total Activity Costs</b>                         | <b>\$23,543.00</b> |
| <b>Total Project Cost</b>                           | <b>\$23,543.00</b> |

Prepared by the City Engineers Office

Russell Brewer



May 3, 2023

Dear Mayor and Commissioners,

The Downtown Development Partnership of Great Falls strongly supports the use of TIF funding towards the drainage project in the alley of the 400 block behind the Johnson building. This building is over 100 years old and the integrity of the foundation is being effected by the water damage occurring from poor drainage in the alley. The property owners are willing to do their part to mitigate the issue but need the support of the City to correct the drainage so water does not keep pooling and getting into the building. Keeping our historic buildings in good repair is crucial to the revitalization of downtown and will keep businesses doors open.

Thank you for your consideration,

**Kellie Pierce**

Kellie Pierce  
Board President, Downtown Development Partnership



Commission Meeting Date: May 16, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Request to Waive 2008 Assessments Pursuant to Resolution # 9744 and Resolution # 9754 – Great Falls Original Townsite, S12, T20N, R3E, Block 251, Lot 12, S90’ of W40’ & N60’ of W4’ of E14’ LT 12

**From:** Rachel Taylor, Deputy City Attorney

**Initiated By:** Trevor Cavanagh, Owner/Operator Smoked American Barbecue (adjacent/interested property owner)

**Presented By:** David Dennis, City Attorney

**Action Requested:** Waiver of City Assessments and Release of City liens encumbering 209 2<sup>nd</sup> Ave North, Great Falls, Montana.

**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 (approve/not approve) lien releases for Resolution 9744 [Recording #R0173793 GRS] in the amount of \$1,628.79 and Resolution 9754 [Recording #R0175693 GRS] in the amount of \$28,700 thereby waiving the referenced assessments together with all accrued and outstanding penalties and interest charges related to the assessments against the real property located at 209 2<sup>nd</sup> Ave. N., Great Falls, MT.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

**Subject Property:** The real property that is the subject of this request is 209 2<sup>nd</sup> Ave. North, in Great Falls, Montana:



**Background:** By letter dated August 8, 2006, the subject property was condemned by the City Building Official Jeff Jenkins. The condemnation order issued by the City required the owner to obtain a permit to repair or demolish the structure on the property within sixty (60) days. At the time of condemnation, the owner of the property was Vilma Herrera which subsequently filed bankruptcy. During the bankruptcy process, and at the direction of the U.S. Bankruptcy Court, the City secured the structure on the property. As a result, the City incurred costs in securing and cleaning up the property. In May of 2008, the City also took over the demolition of the structure on the property.

In June of 2008, the City Commission held a public hearing and adopted Resolution # 9744 to recover clean-up costs in the amount of \$1,628.79. Subsequently, in July of 2008, the City Commission held a public hearing and adopted Resolution # 9754 to recover demolition and clean-up costs on the property in the amount of \$28,700.00. Both resolutions were subsequently recorded with the County as a lien upon the subject property in the original amount of \$30,328.79.

In September of 2007, the Property was returned to the lender holding the deed of trust to the Property. In the succeeding three years, the property changed hands 5 times, eventually ending with FFLM Investments, a company with a Pennsylvania address.

No property taxes have been paid on the property since at least 2007. Nor has the City's lien been paid. The City's liens, with penalties and accrued interest, have ballooned to nearly \$77,000.00.

In 2018, Guardian Tax MT, LLC attempted to take assignment of the tax liens by paying the outstanding taxes, but backed-out when it discovered that the City's liens are treated as unpaid assessments and included with the tax amount to be paid in order to receive an assignment.

It is our understanding that Mr. Cavanagh has recently sent certified notice of intent to take assignment of the tax lien certificate issued by the County Treasurer for delinquent real property taxes. The certified letter is the first step in attempting to obtain the property through the tax deed process. After the certified notice, Mr. Cavanaugh's next step is to pay all delinquent taxes, assessments, penalties, interest and costs, which is why Mr. Cavanagh is submitting the present request for release of the City's lien and waiver of the City's assessments.

As of May 2023, the amount necessary to take assignment of the tax lien on the property is \$81,768.58. The vast majority of this amount constitutes the City's demolition and clean-up costs. Roughly \$4161.00 constitutes unpaid property taxes. It should be noted that in 2018, the County struck the past-due property taxes for the years 2007 through 2016. Ostensibly, this was done to render the property more amenable to assignment and development.

In 2020, Mr. Cavanagh obtained an appraisal of the subject property which indicated a value of \$22,000. The 2023 taxable value is listed as \$41,085.00.

To be clear, the process to ultimately obtain a tax deed to property is long and technical, and each step must be followed precisely for the tax deed to be valid. Thus, there is no guarantee Mr. Cavanaugh will ultimately receive title to the subject property. If the Commission votes to waive all or a portion of the City assessments, the waiver would ultimately benefit anyone who successfully navigates the tax deed process.

**Fiscal Impact:** The City will forfeit its ability to recover its cost to abate the property in 2008. That said, in the past 15 years the City has received no recovery of its costs, and the size of the lien, along with the costs and risk associated with a tax lien assignment, greatly exceed the value of the subject property, making the prospect of recovery slim.

**Options:** Based on the present request from Mr. Cavanagh, the Commission can:

- 1) Approve Mr. Cavanagh's request for the City to release its lien and waive all of the outstanding City assessments owing under Resolution # 9744 and Resolution # 9754,
- 2) Deny Mr. Cavanaugh's request for the City to release its lien and waive all of the outstanding City assessments owing under Resolution # 9744 and Resolution # 9754, or
- 3) Waive some portion of the outstanding City assessments owing under Resolution # 9744 and Resolution # 9754.

**Attachments/Exhibits:**

Request from Trevor Cavanaugh

Map of properties

Recorded Resolution 9744

Recorded Resolution 9754

Lien Release Letter for Resolution 9744

Lien release Letter for Resolution 9754



Dear City Commissioners,

I am Trevor Cavanagh owner of Smoked American BBQ at 203 2nd Ave N. Great Falls MT. Legal Description, GREAT FALLS ORIGINAL TOWNSITE, S12, T20 N, R03 E, S 90 FT OF LOT 13 & S 59 FT LOT 14, BLOCK 251

Directly to the east of our address is 209 2nd Ave N Great Falls MT 59401 Legal Description,

GREAT FALLS ORIGINAL TOWNSITE, S12, T20 N, R03 E, BLOCK 251, Lot 012, S90' OF W40' & N60' OF W4' OF E14' LT 12.

This lot to the east of Smoked American BBQ was vacated by the owner in 2005-2006. In 2007 the City of Great Falls assessed the owner of the property FFLM Investments LLC \$30328.79 (City of GF resolutions 9744, and 9754) for removal and cleanup of a condemned building on the property. Cavanagh Holdings (parent company of Smoked American BBQ) purchased the restaurant at 203 2nd AVE N in 2017. I began inquiring with Tom Micuda and his staff in early 2018 about the file on 209 2nd Ave n. 59401. I was allowed to review and copy items from said file. It was determined at that point the Assessments, interest, taxes and penalties were owed on the property at 209 2nd Ave N. I was instructed to meet with Paige Smith the Cascade Co property tax supervisor/deputy treasurer to discuss filing a Notice of pending assignment. The city planners advised us to file the Notice and have the city and county officials work on waiving the assessments, and taxes owed. In the course of 5 years, we have sent 7 Notice Of Pending Assignment in certified mail with a read receipt requested to the owner of 209 2nd Ave N. which is FFLM Investments LLC. All have been returned. For the following two years up till January of 2020 we continued to have meetings with the city planning office about our options of working with the city on waiving the outstanding fees. Great Falls BID wrote a letter on our behalf to the county commissioners supporting our effort to acquire the vacant lot next to the restaurant. We worked with Joe Briggs and were successful in having all the back taxes up to 2019 (total of \$10324.81) waived on the property. We anticipated at that point the city would follow suit. I visited with Bob Kelly the Mayor and was advised to have an appraisal done on the vacated property. I had our bank order the appraisal, turned that over to the city, and nothing happened. We have met with the city numerous times and visited with city attorneys over this period of time to no avail as well. We have worked for over 5 years to legally purchase the property at 209 2nd AVE N. 59401. The county commissioners have completed what we

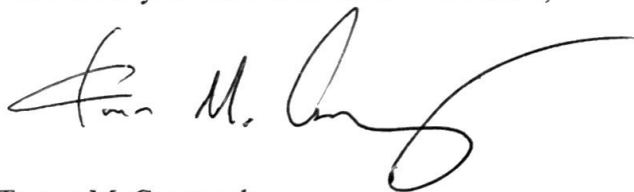


needed, and we are requesting the City of Great Falls to please do the same. Smoked American BBQ is asking for all Assessments, which total \$76175.81 as of 4/21/23. (See attachment) for the property, penalties and interest be waived so we can purchase the property for the back taxes remaining. Bear in mind that the interest and penalties increase daily. We have a valid Notice of Pending Assignment filed with Paige Smith.

This property next to the restaurant is critical to our success in downtown Great Falls. We feel that Smoked American BBQ is an asset not only to Great Falls but is essential to promoting viable businesses in the downtown area. We purchased our current property, improved the electrical, gas, and exterior. We replaced curbing, sidewalks, and entrances, all out of pocket. We need to purchase this vacated property to continue with our plans for expansion. Our business model has been successful since day one. I feel we are a positive draw for the downtown Great Falls. We continue to grow as a business and want to stay at our current location.

To summarize; Smoked American BBQ has reached out to the owner of 209 2nd Ave N. Great Falls MT 59401 which is FFLM Investments LLC on multiple occasions dating 2019, 2020, 2021 and 2023. We have never received a response from FFLM Investments LLC. The known address for the property owner is an abandoned private mailbox at a UPS store. We researched the owners' other properties throughout the southern US. We reached out by mail, and published phone numbers to no avail. FFLM Investments LLC has not and will not pay for the original assessments to remove the condemned and contaminated building that was on the property. Smoked American BBQ would offer to pay the current back taxes on the lot and requests the City of Great Falls waive the current assessments, penalties, fees, and interest that is a total of \$76175.81 as of 4/21/23. We have a returned certified read receipt in place, from the NOTICE OF PENDING ASSIGNMENT (pursuant to 15/17-212 and 15-17-323, MCA) that is filed with Paige Smith the Cascade Co. property tax supervisor.

Thanks for your consideration in this matter,



Trevor M. Cavanagh

**SMOKED.**  
203 2ND AVE N.  
Great Falls MT 59401

### NOTICE OF PENDING ASSIGNMENT

(PURSUANT TO 15-17-212- AND 15-17-323, MCA)

**THIS NOTICE IS VERY IMPORTANT** with regard to the tax lien, which Cascade County holds on the following property. If the delinquent taxes are not paid by April 14, 2023 an assignment of the tax lien will be purchased.

**THIS COULD RESULT IN THE LOSS OF YOUR PROPERTY LISTED BELOW.**

Please contact the Cascade County Treasurer at (406)454-6850 with questions or to pay the delinquent taxes.

(Required Information):

Owner of record: FFLM Investments LLC  
34 E. Germantown Pike #243 East Norriton PA 19401-1512

Mailing address:

Legal Description: Great Falls Original Townsite, S12, T20N, R03E, Block 251, Lot 012  
590' of W40' OF E14' LT 12

Parcel number: 0000 121250

Geocode(s): 02-3015-12-2-31-03-0000

Date of notice: 4/3/23

  
\_\_\_\_\_  
Signature of interested assignee

Treon M. Cunningham  
\_\_\_\_\_  
Printed name of interested assignee

Date: 04/21/2023  
 Time: 09:49:29

**PRINT PAYMENT GRID DETAILS**  
 CASCADE COUNTY

Oper: psmith

**Parcel # : 0000121250    Transaction Date: 04/21/2023    Interest Date: 04/21/2023**

| <u>Owner Name</u>   |                     |                 |               | <u>Legal Description</u>                           |               |                     |
|---|---------------------|-----------------|---------------|--|---------------|---------------------|
| FFLM INVESTMENTS LLC<br>34 E GERMANTOWN PIKE #243<br>EAST NORRITON PA 19401 |                     |                 |               | GPO S90' OF W40' & N60' OF W4' OF<br>E14'<br>Mark: |               |                     |
| <u>Pay?/<br/>Incl?</u>  | <u>Tax<br/>Year</u> | <u>Parcel #</u> | <u>Stmnt#</u> | <u>Bill<br/>Half</u>                               | <u>Status</u> | <u>Total Amount</u> |
| Yes   | 2022                | 0000121250      | 6466          | 1st  | Delinquent    | 391.62              |
| Yes   | 2022                | 0000121250      | 6466          | 2nd  | Current       | 368.84              |
| Yes   | 2021                | 0000121250      | 52372         | 1st  | Delinquent    | 420.41              |
| Yes   | 2021                | 0000121250      | 52372         | 2nd  | Delinquent    | 405.19              |
| Yes   | 2020                | 0000121250      | 48245         | 1st  | Delinquent    | 450.49              |
| Yes   | 2020                | 0000121250      | 48245         | 2nd  | Delinquent    | 432.57              |
| Yes   | 2019                | 0000121250      | 9418          | 1st  | Delinquent    | 475.18              |
| Yes   | 2019                | 0000121250      | 9418          | 2nd  | Delinquent    | 457.70              |
| Yes   | 2018                | 0000121250      | 8957          | 1st  | Delinquent    | 477.08              |
| Yes   | 2018                | 0000121250      | 8957          | 2nd  | Delinquent    | 460.72              |

Date: 04/21/2023  
Time: 09:49:29

PRINT PAYMENT GRID DETAILS  
CASCADE COUNTY

Oper: psmith

| Pay?/<br>Incl? | Tax<br>Year | Parcel #   | Stmt# | Bill<br>Half | Status                | Total Amount |
|----------------|-------------|------------|-------|--------------|-----------------------|--------------|
| Yes            | 2017        | 0000121250 | 6256  | 1st          | Delinquent            | 492.21       |
| Yes            | 2017        | 0000121250 | 6256  | 2nd          | Delinquent            | 476.41       |
| Yes            | 2007        | 0000121250 | 99043 | 1st          | Delinquent: Misc Code | 76,175.81    |

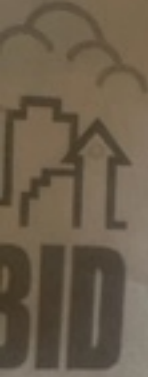
|                             | Tax       | Penalty | Interest  | Total     |
|-----------------------------|-----------|---------|-----------|-----------|
| Total Due:                  | 34,490.60 | 682.44  | 46,311.19 | 81,484.23 |
| Total Selected for Payment: | 34,490.60 | 682.44  | 46,311.19 | 81,484.23 |

Original charges  
per City of Great Falls  
Resolutions

# 9744 - \$10,28.79  
# 9754 - \$28,700.00  


---

\$ 30,328.79



## Great Falls Business Improvement District

318 Central Ave • Great Falls, MT 59401 • (406) 727-5430 • (406) 727-5431 FAX • info@greatfallsbid.com

www.GreatFallsBID.com

January 28, 2020

Cascade County Commissioners  
325 2<sup>nd</sup> Ave North  
Great Falls MT 59401

Dear Commissioners,

On behalf of the Board of Directors of the Great Falls Business Improvement District (BID), representing 195 downtown property owners, the Board supports the efforts of Mr. Trevor Cavanaugh, with Smoked American BBQ, in his efforts to acquire the vacant, dirt lot next door to his restaurant located at 203 2<sup>nd</sup> Ave North.

His acquisition of this parcel will positively affect the tax base for Cascade County; we support Trevor's efforts in acquiring this lot.

Thank you for your consideration of Mr. Cavanaugh's request. We encourage your favorable response.

Sincerely,

Joan Redeen  
Community Director

cc: Trevor Cavanaugh, Smoked American BBQ

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 FFLM Investments  
 34 E. German town Pike  
 # 243  
 East Norriton PA. 19401-1502



9590 9402 4439 8248 4139 52

2. Article Number (Transfer from service label)  
 7018 0680 0001 1357 4779

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X  Agent  Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Collect on Delivery
  - Collect on Delivery Restricted Delivery
  - Priority Mail Express®
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Return Receipt for Merchandise
  - Signature Confirmation™
  - Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 FFLM Investments LLC  
 34 E German town Pike #243  
 E. Norriton PA 19401



9590 9402 4439 8248 4364 32

2. Article

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X  Agent  Addressee

B. Received by (Printed Name) C. Date of Delivery  
 Paresht B

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

~~FFLM Investments LLC  
 34 E German town Pike #2  
 E. Norriton PA 19401~~

3. Service Type
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Collect on Delivery
  - Priority Mail Express®
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Return Receipt for Merchandise
  - Signature Confirmation™
  - Signature Confirmation Restricted Delivery

**THIS NOTICE IS VERY IMPORTANT** with regard to the tax lien, which Cascade County holds on the following property. If the delinquent taxes are not paid by Aug 31<sup>st</sup> 2019 an assignment of the tax lien will be purchased.

**THIS COULD RESULT IN THE LOSS OF YOUR PROPERTY LISTED BELOW.**

Please contact the Cascade County Treasurer at (406)454-6850 with questions or to pay the delinquent taxes.

(Required Information):

Owner of record: FFLM Investments LLC

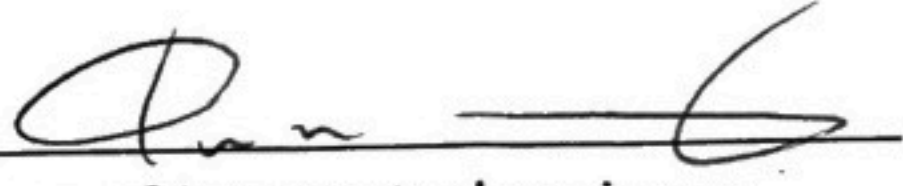
Mailing address: 34 E. Germantown Pike #243 East Norriton PA 19401

Legal Description: 10, Great Falls Original Townsite, S12; T20 N, R03 E, Block 251, LOT 012, 590' OF W40' & N60' OF W4' OF E14' LT 12

Parcel number: 0000121250

Geocode(s): 02-3015-12-2-31-03-0000

Date of notice: 7/16/19



Signature of interested assignee

Treas M. Cavanaugh

Printed name of interested assignee

**THIS NOTICE IS VERY IMPORTANT** with regard to the tax lien, which Cascade County holds on the following property. If the delinquent taxes are not paid by Aug 31<sup>st</sup> 2019 an assignment of the tax lien will be purchased.

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Please contact the Cascade County Treasurer at (406)454-6850 with questions or to pay the delinquent taxes.

(Required Information):

Owner of record: FFLM Investments LLC

Mailing address: 34 E. Germantown Pike #243 East Norriton PA 19401

Legal Description: 10, Great Falls Original Townsite, S12; T20 N, R03 E, Block 251, LOT 012, 590' OF W40' & N60' OF W4' OF E1/4' LT 12

Parcel number: 0000121250

Geocode(s): 02-3015-12-2-31-03-0000

Date of notice: 7/16/19

  
Signature of interested assignee

Treas M. Cavanaugh  
Printed name of interested assignee



LAND APPRAISAL REPORT

File No.

Borrower Trevor Cavanagh, Property Address 209 2nd Ave N, City Great Falls, County Cascade, State MT, Zip Code 59401-2515. Lender/Client Opportunity Bank of Montana, Appraiser Peter J Fontana.

NEIGHBORHOOD: Location Urban, Suburban, Rural; Built Up Over 75%, 25% to 75%, Under 25%; Growth Rate Fully Dev., Rapid, Steady, Slow; Property Values Increasing, Stable, Declining; Demand/Supply Shortage, In Balance, Oversupply; Marketing Time Under 3 Mos., 4-6 Mos., Over 6 Mos.

SITE: Dimensions 4,250 sf, Zoning Classification C5 Business Periphery, Highest and Best Use Present Use, Off Site Improvements Street Access Public, Surface Paved, Maintenance Public, Storm Sewer, Curb/Gutter, Sidewalk, Street Lights.

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties.

MARKET DATA ANALYSIS table with columns: ITEM, SUBJECT PROPERTY, COMPARABLE NO. 1, COMPARABLE NO. 2, COMPARABLE NO. 3. Includes rows for Address, Proximity to Subject, Sales Price, Price \$/Sq. Ft., Data Source(s), Date of Sale/Time Adj., Location, Site/View, Zoning, Sales or Financing Concessions, Net Adj. (Total), Indicated Value of Subject.

Comments on Market Data see addendum. Comments and Conditions of Appraisal see addendum.

RECONCILIATION: Final Reconciliation see addendum. I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF 02/18/2020 TO BE \$ 22,000. Appraiser Peter J Fontana, Date of Signature and Report 02/18/2020, Title Montana Certified Residential Appraiser.

## Supplemental Addendum

File No.

|                  |                             |        |         |       |    |          |            |
|------------------|-----------------------------|--------|---------|-------|----|----------|------------|
| Borrower         | Trevor Cavanagh             |        |         |       |    |          |            |
| Property Address | 209 2nd Ave N               |        |         |       |    |          |            |
| City             | Great Falls                 | County | Cascade | State | MT | Zip Code | 59401-2515 |
| Lender/Client    | Opportunity Bank of Montana |        |         |       |    |          |            |

**Highest and Best Use:**

The Dictionary of Real Estate Appraisal (Fifth Edition pg 93) defines Highest and Best Use as "the reasonably probable and legal use of vacant land or an improved property, which physically possible, appropriately supported, financially feasible, and that results in the highest value".

The Dictionary of Real Estate Appraisal (Fifth Edition pg 93 ) defines Highest and Best Use of Land or a Site as though Vacant "Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements".

The Dictionary of Real Estate Appraisal (Fifth Edition pg 94 defines Highest and Best Use of Property as Improved as "The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the exiting building and constructing a new one".

The parcel is zoned General Business Periphery. The highest and best use of the subject land as though vacant is as a single family site. The highest and best use as though improved of the subject property at the time of inspection was as a single family dwelling which is the use reflected in this analysis.

**Market Area**

The Dictionary of Real Estate Appraisal (5th Edition pg 120) defines Market Area as "The area associated with a subject property that contains its direct competition". See page 1 of URAR for boundaries or geographic region of the subject market area.

**Marketing Time**

The Dictionary of Real Estate Appraisal (5th Edition pg 121) defines Marketing Time as "An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during a period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal" The estimated marketing time for this market area is 2-5 months according to the MRMLS and conversations with local realtors and developers.

**Exposure Time**

The Dictionary of Real Estate Appraisal (5th Edition pg 73) defines Exposure Time as; "1. The time a property remains on the market. 2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market". The estimated exposure time for this market area is 2-5 months according to the MRMLS and conversations with local realtors and developers.

**Competency of the Appraiser**

By accepting this assignment, the appraiser who signed the report certifies that the appraiser possesses sufficient educational and technical skills required to complete this appraisal in a professional manner.

**Sale 1 is adjacent to the subject and has the same zoning and sold for \$5.00 psf. This is considered the best overall comparables sale and as such we have used this unit of measurement to establish the value for the subject.**

**The subject property is an irregularly shaped parcel and would have limited use for any use in the C5 zoning area because of how small the parcel size. The parcel is 4250 sf.**

**Adjustments**

Quantitative adjustments are made when market data indicates the need for an adjustment; a lack of market data for a particular adjustment results in no quantitative adjustment being warranted. Qualitative adjustments are considered in the reconciliation of value. It is noted that sales are chosen based upon physical and locational similarity with the subject, and are not selected based solely upon sales price. Adjustments are based upon paired sales, if or when available, and regression analysis in the subject market area retained in the appraisers electronic files and referenced herein: Additionally, adjustments are made through local knowledge of the market and conversations with local realtors on the contributory value of specific items such as bedrooms, bathrooms, garage stalls etc.

**Seller Concessions:** Seller concessions are generally 1-3 points in the subject market area, and are present in a majority of sales. Adjustments for concessions is based upon market reaction to the concession and may be based on a dollar adjustment when the concessions are relatively minor in relation to the overall value.

**Market Conditions:** As of the date of the appraisal, the subject market is viewed as 'stable' thus requiring no market conditions adjustment for sales ranging from 1 to 12 months.

**Location:** The sales presented are located in similar homogenous market areas. Adjustment for 'location' is generally no required with the exception of specific locational amenities such as water frontage. The subject market area is defined as either 'urban', 'suburban', or 'rural' on page 1 of the URAR. This is quantified based upon distance to the major trade center, location in either incorporated or unincorporated county area, area use, frontage, utilities, and local market standards. Distance to comparable sales is not an accurate measure of the subject market area locational definition (see market area definition above). Those sales most physically similar, proximate, and timely have been presented herein and the distance thereto may exceed typical 'urban', 'suburban', or 'rural' expectations; proximities and adjustments are typical for the subject market area due to sale density limitations; all sales are taken from homogenous competing market areas with similar supply/demand characteristics.

**Site Improvements and Other Miscellaneous Characteristics:** Items such as fencing, pools, landscaping, fireplaces, patios, decks, sheds, driveways, porches etc, typically provide minimal contributory value or each sale has similar amenities. Therefore these features are un-adjusted due to lack of market support.

**Personal Property:** This appraisal reflects real estate only and does not contain an allowance for personal property or non-realty items.

Great Falls is the major trade center in all of Central Montana with a population of approximately 56,000 residents. Sales are very limited in Montana and the sales selected are the very best sales available. We conducted a comprehensive search of the Great Falls MLS system, had conversations with several realtors and no better sales were found in the past 12 months. Cascade County has less than 800 sales in any given year. of which approximately 700 are within the city limits of Great Falls. Also we searched all the current listings and pending sales and found no better comparables.

**Supplemental Addendum**

File No.

|                  |                             |        |         |       |    |          |            |
|------------------|-----------------------------|--------|---------|-------|----|----------|------------|
| Borrower         | Trevor Cavanagh             |        |         |       |    |          |            |
| Property Address | 209 2nd Ave N               |        |         |       |    |          |            |
| City             | Great Falls                 | County | Cascade | State | MT | Zip Code | 59401-2515 |
| Lender/Client    | Opportunity Bank of Montana |        |         |       |    |          |            |

• URAR: Reconciliation - Reconciliation and Final Value Conclusion

Based upon the quantity and quality of available data, it is the opinion of this appraiser that most weight be placed on sales comparison approach, it is persuasive to the final value conclusion. Cost approach is suspect due to the age of the home and method of determining depreciation. No current income information was available for the market area and is not applicable to the assignment. All sales were considered good indicators of value. The appraisal is logical and results in a conclusion that is appropriate to the purpose, use and scope of the appraisal. The data is presumed accurate from public and non public sources, was adequate and properly analyzed. The data has also been used and applied in a consistent manner and the calculations are correct. The final value arrived at in this report reflects an impartial, expert, and reasoned opinion of value.

Use of Recognized Appraisal Approaches: The appraiser has made a reasonable effort to employ the three recognized approaches to value, when applicable. As single family residences are less commonly purchased for investment purposes. the Income Approach will only be utilized at the specific request of the client for income producing properties, when sufficient market evidence exists in an area to indicate that income producing properties are typical and quantifiable and when the analysis adds value to the appraisal process. For vacant land sale properties in the subject marketplace, it is the opinion of this appraiser that the Sales Comparison Approach is the only applicable approach to value.

Extra Ordinary Assumption and Limiting Conditions

Although reasonable diligence has been exercised during the inspection of the subject property, the appraiser is not a qualified expert in such matters as structural engineering, roof certification, well/cistern/septic certification, pest control, hazardous materials, toxic gases, site stability, soils engineering, site construction, etc., and no warranty is given or implied with respect to these or any physical elements. If structural integrity, roof adequacy, well/cistern/septic adequacy, hazardous materials, toxic gases, site contamination, pest infestation, dry rot, or site stability is of concern to the client, owner, purchaser of the subject property, it is recommended that an expert in these fields be contacted for a more in depth inspection. If any such inspections are conducted and deficiencies are discovered that would render the subject property less valuable, then the estimated values contained in the report is subject to correction or deficiencies.

Unless otherwise state, this appraisal reports only observations that were readily visible. The intent of this report is to identify potential environmental factors that could be observable by non-environmental professional. The appraiser did not search title, interview prior owners, or do any research beyond the normal course of business. The presence of asbestos, urea-formaldehyde, toxic wastes, lead paint, mold (I.E. Penicillium, aspergillus, fueillarium, stochybotrys), radon, or other potentially hazardous materials may effect the value of the property. The value opinion is based on the assumption there are no such substances present on or in the property that would cause loss in value. The appraiser is not qualified to detect such substances. The client is urged to retain an expert in these fields, should there be any question of there presence.

The intended user should note that the term "inspection" found anywhere in this report is to mean a "visual inventory" of the subjects or comparables properties components. Appraisers certification #2 of this report states the appraiser has performed a "complete visual inspection" of the property. This "complete visual inspection" was performed within the context of the intended use and for the intended user. Therefore, the appraiser's viewing of the property is for valuation purposes only and is strictly for the following intended use: assisting the lender/client in evaluating the property for a mortgage finance transaction. This is opposed to a "home inspection", which investigates the appropriateness and soundness of various components of the improvements. The appraiser assumes no responsibility for structural conditions not visible through ordinary inspection or a review of the plans and specifications, if proposed. No warranty is made of structural soundness, mechanical equipment or electrical systems. Attics and crawl spaces are not part of the appraisers complete visual inspection, unless this is a VA or FHA assignment and then we have conducted a head and shoulders inspection as required. Consequently, the appraiser does not address quality of condition issues related to attic or crawl space areas. The appraiser's viewing of the property was limited to what was readily observable without moving furniture, floor coverings, personal property, or any other debris. The appraiser's viewing of the property was limited to surface areas only and can often be compromised by landscaping, placement of personal property, or even weather conditions. The appraiser is not a home inspector and this report should not be considered a home inspection report. The appraiser makes no guarantees or warranties, express or implied, regarding the condition of the property.

The scope of this assignment does not include any attempt to discover (or reporting) of potentially adverse market area influences such as, but not limited to, nearby criminal activity, registered sex offenders, or interim rehabilitation facilities for felonious offenders.

Statements regarding zoning compliance are intended in the most general sense. Zoning and building ordinances, vary significantly from one municipality to another and applied on a case-by-case basis. The scope of this assignment does not include a detailed analysis of every characteristic of the subject properties site and improvements relative to current zoning and building ordinances.

While no adverse site conditions or external factors were observed, many site-related issues are beyond the scope of this assignment and the expertise of the appraiser. Unless otherwise noted, standard utility and right-of-way easements are insignificant to the value. However, a locational or boundary survey, which was not provided to the appraiser, may reveal encroachments, easements, zoning violations, or other matters of interest that could warrant modification of the appraiser's analysis and opinions. This appraisal is not an environmental assessment of the subject property and should not be relied on as such.

Appraiser assumes the data in the public records and MLS is accurate. This, and all assumptions above, are directly related to a specific assignment, which, if found to be false, could alter this appraiser's opinions or conclusions.

This report contains a total of 21 pages to include the invoice. If the client does not receive all 21 pages of this report then the report is not considered a full and complete report. Client conversion programs that parse out forms in this report is not acceptable. The forms placed in this report are considered materially important to comply with Montana Statute, USPAP and any other applicable regulations as required. The report containing a total of 21 pages is contained in the appraisers electronic work file as required by USPAP.

# USPAP ADDENDUM

File No.

|                  |                             |          |            |
|------------------|-----------------------------|----------|------------|
| Borrower         | Trevor Cavanagh             |          |            |
| Property Address | 209 2nd Ave N               |          |            |
| City             | Great Falls                 | County   | Cascade    |
|                  |                             | State    | MT         |
|                  |                             | Zip Code | 59401-2515 |
| Lender           | Opportunity Bank of Montana |          |            |

This report was prepared under the following USPAP reporting option:

- Appraisal Report                      This report was prepared in accordance with USPAP Standards Rule 2-2(a).
- Restricted Appraisal Report              This report was prepared in accordance with USPAP Standards Rule 2-2(b).

**Reasonable Exposure Time**

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: see addendum

**Exposure Time**

The Dictionary of Real Estate Appraisal (5th Edition pg 73) defines Exposure Time as; "1. The time a property remains on the market. 2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market". The estimated exposure time for this market area is 2-5 months according to the GFAR MLS and conversations with local realtors and developers.

**Additional Certifications**

I certify that, to the best of my knowledge and belief:

I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

**Additional Comments**

By accepting this assignment, the appraiser who signed the report certifies that the appraiser possesses sufficient educational and technical skills required to complete this appraisal in a professional manner. The appraiser is a Montana Board Certified, specifically, Certified Residential Appraiser #479.

**Supplemental Certification:**

**DISCLOSURE OF PRIOR APPRAISAL AND/OR OTHER SERVICES:**

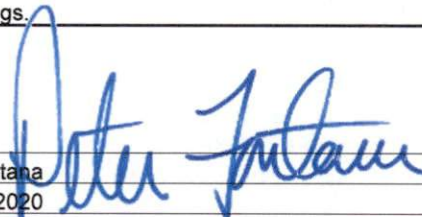
I Certify that, to the best of my knowledge and belief:  
I Have not performed any prior services regarding the subject property, as an appraiser, or in any other capacity, within the 3 year period immediately preceding acceptance of this appraisal assignment.

**USPAP Record Keeping Rule:**

An Appraiser must have retain the workfile for a period of at least five years after preparation or at least two years after final disposition of any judicial proceedings in which the appraiser provided testimony related to the assignment, whichever period expires last.

Our records retention policy complies with USPAP and records are destroyed after five years or two years after final disposition of any judicial proceedings.

**APPRAISER:**

Signature:   
 Name: Peter J Fontana  
 Date Signed: 02/18/2020  
 State Certification #: REA-RAR-LIC-479  
 or State License #:  
 State: MT  
 Expiration Date of Certification or License: 03/31/2021  
 Effective Date of Appraisal: 02/18/2020

**SUPERVISORY APPRAISER: (only if required)**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_  
 State Certification #: \_\_\_\_\_  
 or State License #: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Expiration Date of Certification or License: \_\_\_\_\_  
 Supervisory Appraiser Inspection of Subject Property:  
 Did Not     Exterior-only from Street     Interior and Exterior

### APPRAISER DISCLOSURE STATEMENT

File No. \_\_\_\_\_

Name of Appraiser: Peter J Fontana

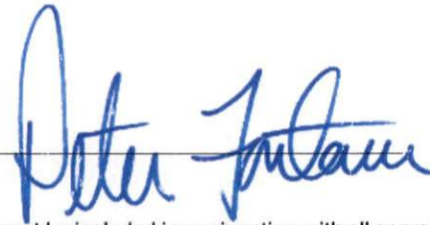
Class of Certification/Licensure:  Certified General  
 Certified Residential  
 Licensed Residential  
 Temporary     General     Licensed

Certification/Licensure Number: REA-RAR-LIC-479

Scope:    This Report     is within the scope of my Certification or License  
 is not within the scope of my Certification or License

Service Provided By:     Disinterested & Unbiased Third Party  
 Interested & Biased Third Party  
 Interested Third Party on Contingent Fee Basis

Signature of person preparing and reporting the Appraisal:



This form must be included in conjunction with all appraisal assignments or specialized services performed by a state-certified or state-licensed real estate appraiser.

## PRIVACY NOTICE

**Pursuant to the Gramm-Leach-Bliley Act of 1999, effective July 1, 2001, Appraisers, along with all providers of personal financial services are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic personal information. As professionals, we understand that your privacy is very important to you and are pleased to provide you with this information.**

### **Types of Nonpublic Personal Information We Collect**

In the course of performing appraisals, we may collect what is known as "nonpublic personal information" about you. This information is used to facilitate the services that we provide to you and may include the information provided to us by you directly or received by us from others with your authorization.

### **Parties to Whom We Disclose Information**

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to nonaffiliated third parties, except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third party consultants who need to know that information to assist us in providing appraisal services to you. All of our employees and any third party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm.

A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

### **Confidentiality and Security**

We will retain records relating to professional services that we have provided to you for a reasonable time so that we are better able to assist you with your needs. In order to protect your nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic and procedural safeguards that comply with our professional standards to insure the security and integrity of your information.

Please feel free to call us any time if you have any questions about the confidentiality of the information that you provide to us.

File No.

## UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

### Condition Ratings and Definitions

#### C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

#### C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

#### C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

#### C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

#### C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

#### C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

### Quality Ratings and Definitions

#### Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

#### Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

## UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

### Quality Ratings and Definitions (continued)

#### Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

#### Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

#### Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

#### Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure

### Definitions of Not Updated, Updated, and Remodeled

#### Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

#### Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

#### Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of) square footage). This would include a complete gutting and rebuild.

### Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

#### Example:

3.2 indicates three full baths and two half baths.





**Subject Photo Page**

|                  |                             |        |         |       |                        |
|------------------|-----------------------------|--------|---------|-------|------------------------|
| Borrower         | Trevor Cavanagh             |        |         |       |                        |
| Property Address | 209 2nd Ave N               |        |         |       |                        |
| City             | Great Falls                 | County | Cascade | State | MT Zip Code 59401-2515 |
| Lender/Client    | Opportunity Bank of Montana |        |         |       |                        |



**Subject Site**

209 2nd Ave N  
 Sales Price  
 Gross Living Area 2,076  
 Total Rooms 10  
 Total Bedrooms 2  
 Total Bathrooms 2.1  
 Location Urban  
 View 4,250 sf  
 Site 3.46 ac  
 Quality Q2  
 Age 31



**Subject Site**



**Subject Street**

## Photograph Addendum

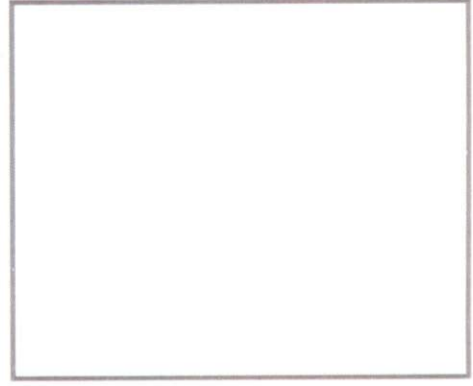
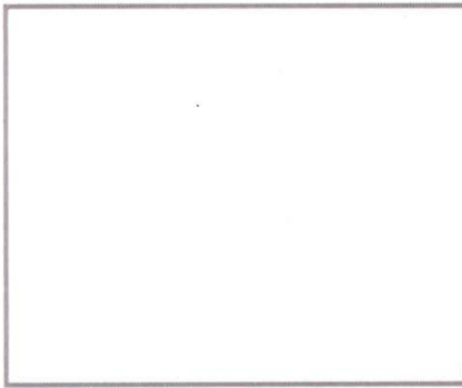
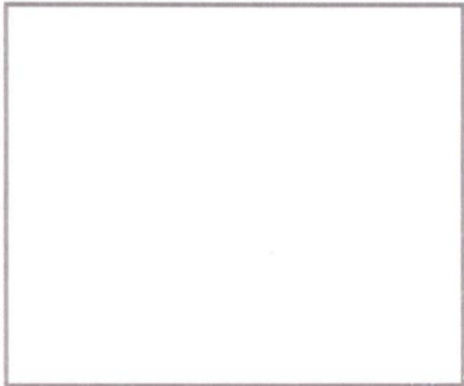
|                  |                             |        |         |       |                        |
|------------------|-----------------------------|--------|---------|-------|------------------------|
| Borrower         | Trevor Cavanagh             |        |         |       |                        |
| Property Address | 209 2nd Ave N               |        |         |       |                        |
| City             | Great Falls                 | County | Cascade | State | MT Zip Code 59401-2515 |
| Lender/Client    | Opportunity Bank of Montana |        |         |       |                        |



**Opposite Street**



**Street Sign**



### Comparable Photo Page

|                  |                             |        |         |       |                        |
|------------------|-----------------------------|--------|---------|-------|------------------------|
| Borrower         | Trevor Cavanagh             |        |         |       |                        |
| Property Address | 209 2nd Ave N               |        |         |       |                        |
| City             | Great Falls                 | County | Cascade | State | MT Zip Code 59401-2515 |
| Lender/Client    | Opportunity Bank of Montana |        |         |       |                        |



#### Comparable 1

213 2nd Ave N  
 Prox. to Subject 0.01 miles E  
 Sale Price 45,000  
 Gross Living Area 2,500  
 Total Rooms 8  
 Total Bedrooms 3  
 Total Bathrooms 2.0  
 Location Urban  
 View 9,000 sf  
 Site 2.13 ac  
 Quality Q3  
 Age 9



#### Comparable 2

615 8th St S  
 Prox. to Subject 0.82 miles SE  
 Sale Price 22,000  
 Gross Living Area 1,532  
 Total Rooms 8  
 Total Bedrooms 2  
 Total Bathrooms 2.1  
 Location Urban  
 View 3,750 sf  
 Site 2.01 ac  
 Quality Q2  
 Age 5



#### Comparable 3

515 4th St S  
 Prox. to Subject 0.61 miles S  
 Sale Price 25,000  
 Gross Living Area 4,454  
 Total Rooms 16  
 Total Bedrooms 4  
 Total Bathrooms 4.1  
 Location Urban  
 View 7,500 sf  
 Site 2.43 ac  
 Quality Q2  
 Age 30

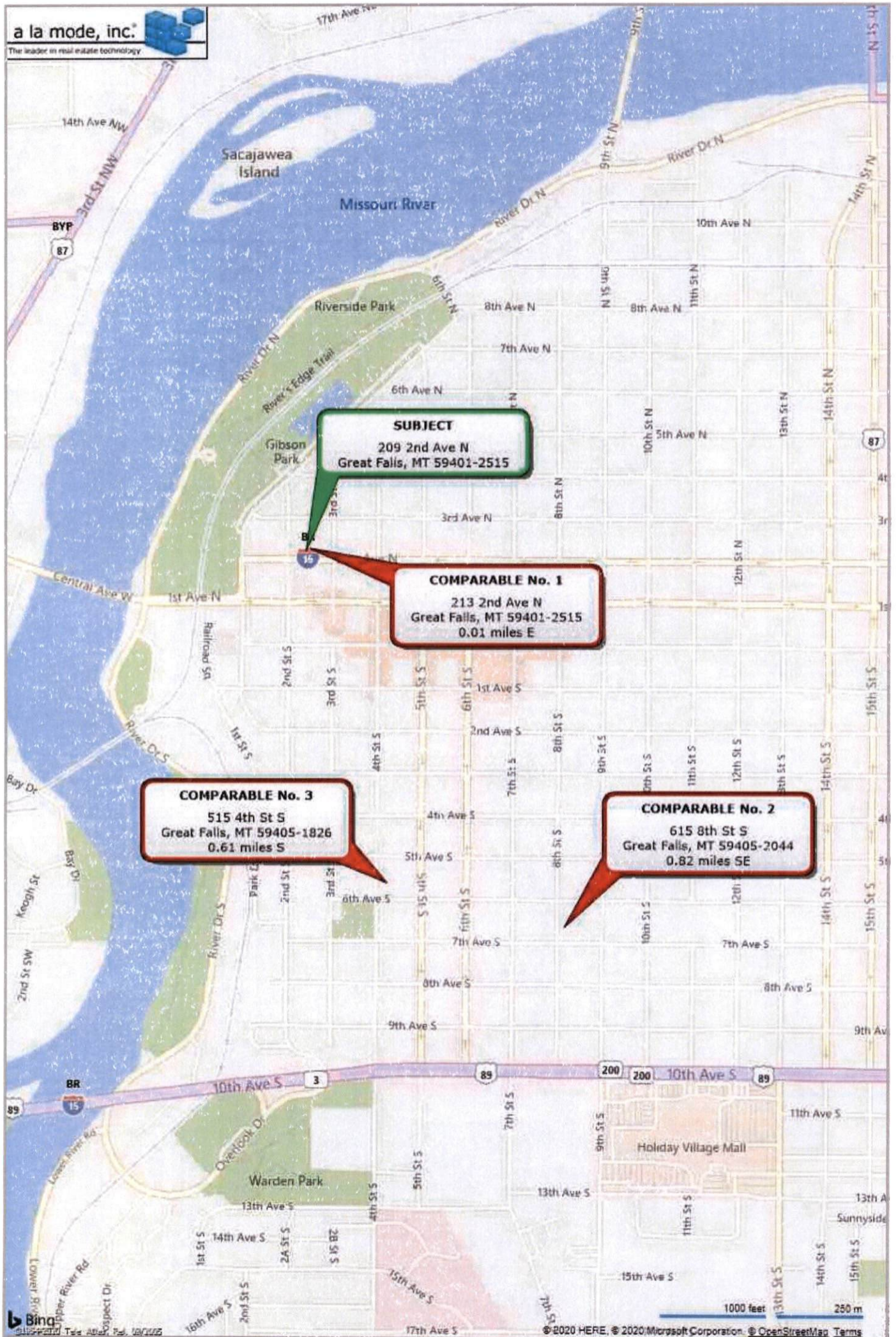
### Location Map

|                  |                             |        |         |       |    |          |            |
|------------------|-----------------------------|--------|---------|-------|----|----------|------------|
| Borrower         | Trevor Cavanagh             |        |         |       |    |          |            |
| Property Address | 209 2nd Ave N               |        |         |       |    |          |            |
| City             | Great Falls                 | County | Cascade | State | MT | Zip Code | 59401-2515 |
| Lender/Client    | Opportunity Bank of Montana |        |         |       |    |          |            |

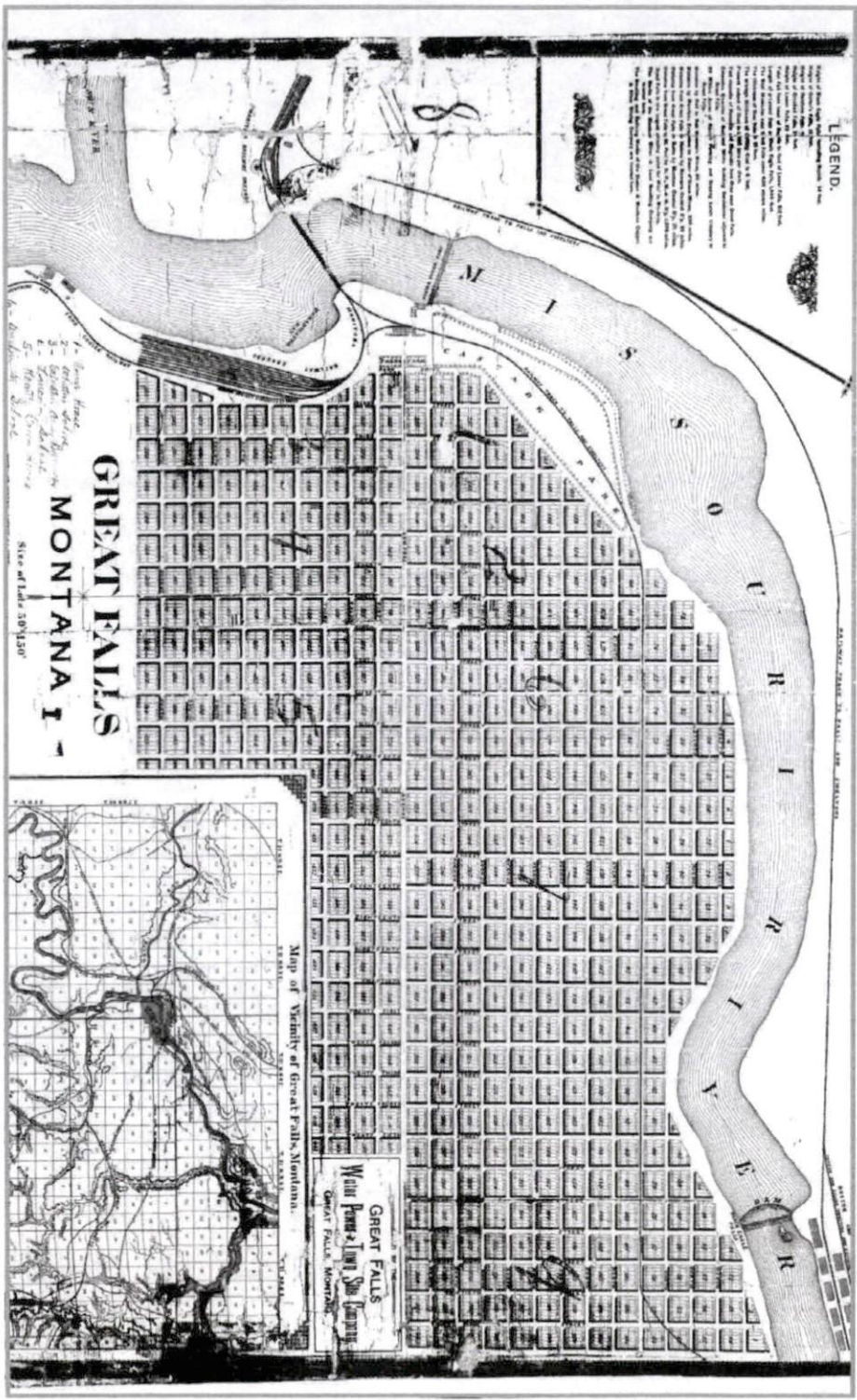


### Location Map

|                  |                             |        |         |          |            |
|------------------|-----------------------------|--------|---------|----------|------------|
| Borrower         | Trevor Cavanagh             |        |         |          |            |
| Property Address | 209 2nd Ave N               |        |         |          |            |
| City             | Great Falls                 | County | Cascade | State    | MT         |
| Lender/Client    | Opportunity Bank of Montana |        |         |          |            |
|                  |                             |        |         | Zip Code | 59401-2515 |



Plat Map







## Appraiser Independence Certification

I do hereby certify, I have followed the appraiser independence safeguards in compliance with Appraisal Independence and any applicable state laws I may be required to comply with. This includes but is not limited to the following:

- I am currently licensed and/or certified by the state in which the property to be appraised is located My license is the appropriate license for the appraisal assignment(s) and is reflected on the appraisal report.
- I certify that there have been no sanctions against me for any reason that would impair my ability to perform appraisals pursuant to the required guidelines.

I assert that no employee, director, officer, or agent of Opportunity Bank of Montana, or any other third party acting as joint venture partner, independent contractor, appraisal management company, or partner on behalf of Opportunity Bank of Montana, influenced, or attempted to influence the development, reporting, result, or review of my appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery, or in any other manner.

I further assert that Opportunity Bank of Montana has never participated in any of the following prohibited behavior in our business relationship:

- 1) Withholding or threatening to withhold timely payment or partial payment for an appraisal report;
- 2) Withholding or threatening to withhold future business with me, or demoting or terminating or threatening to demote or terminate me;
- 3) Expressly or impliedly promising future business, promotions, or increased compensation for myself;
- 4) Conditioning the ordering of my appraisal report or the payment of my appraisal fee or salary or bonus on the opinion, conclusion, or valuation to be reached, or on a preliminary value estimate requested from me;
- 5) Requesting that I provide an estimated, predetermined, or desired valuation in an appraisal report prior to the completion of the appraisal report, or requesting that I provide estimated values or comparable sales at any time prior to my completion of an appraisal report;
- 6) Provided me an anticipated, estimated, encouraged, or desired value for a subject property or a proposed or target amount to be loaned to the borrower, except that a copy of the sales contract for purchase transactions may be provided;
- 7) Provided to me, or my appraisal company, or any entity or person related to me as appraiser, appraisal company, stock or other financial or non-financial benefits;
- 8) Any other act or practice that impairs or attempts to impair my independence, objectivity, or impartiality or violates law or regulation, including, but not limited to, the Truth in Lending Act (TILA) and Regulation Z, or the USPAP.

Signature   
 Peter J Fontana  
 Appraiser's Name  
 Montana Certified Residential Appraiser  
 State Title or Designation

02/18/2020  
 Date  
REA-RAR-LIC-479  
 State License or Certification #  
03/31/2021 MT  
 Expiration Date of License or Certification State

209 2nd Ave N, Great Falls, MT 59401-2515  
 Address of Property Appraised

05/13

**License**

**State of Montana**  
Business Standards Division  
Board of Real Estate Appraisers

**REA-RAR-LIC-479**

Status: **Active**  
Expires: **03/31/2021**

This certificate verifies licensure as:

**CERTIFIED RESIDENTIAL APPRAISER**

With endorsements of:

\* **REAL ESTATE APPRAISER MENTOR**

**PETER J FONTANA**  
**CORNERSTONE APPRAISAL SERVICE**  
**1120 24TH AVE SW**  
**GREAT FALLS, MT 59404**



Montana Department of  
**LABOR & INDUSTRY**  
RENEW OR VERIFY YOUR LICENSE AT:  
<https://ebiz.mt.gov/pol>

**Renew online at <https://ebiz.mt.gov/pol> by signing in with your username and password.**

The renewal cycle for your board opens 60 days prior to the expiration date on your current license.

Renew your license prior to your expiration date to avoid being charged a late fee(s).

**Remember to maintain your online account information with a password, security question and a valid email address. You can update your account information by accessing the 'Account Management' link when logged in.**



**LIA Administrators & Insurance Services**

**APPRAISAL AND VALUATION  
PROFESSIONAL LIABILITY INSURANCE POLICY**



**DECLARATIONS**

**ASPEN AMERICAN INSURANCE COMPANY**

(A stock insurance company herein called the "Company")  
175 Capitol Blvd. Suite 100  
Rocky Hill, CT 06067

| Date Issued | Policy Number | Previous Policy Number |
|-------------|---------------|------------------------|
| 04/11/2019  | AAI001164-05  | AAI001164-04           |

THIS IS A CLAIMS MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE, FOR A WRONGFUL ACT COMMITTED ON OR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY.

Item

|   |  |
|---|--|
| <p><b>1. Customer ID:</b> 153869<br/><b>Named Insured:</b><br/>CORNERSTONE APPRAISAL SERVICE<br/>Peter Fontana<br/>1120 24th Ave. SW<br/>Great Falls, MT 59404</p>  |  |
| <p><b>2. Policy Period:</b> From: 06/09/2019 To: 06/09/2020<br/>12:01 A.M. Standard Time at the address stated in 1 above.</p>  |  |
| <p><b>3. Deductible:</b> \$1,000 Each Claim</p>   |  |
| <p><b>4. Retroactive Date:</b> 06/09/2003</p>   |  |
| <p><b>5. Inception Date:</b> 06/09/2015</p>   |  |
| <p><b>6. Limits of Liability:</b> A. \$1,000,000 Each Claim<br/>B. \$1,000,000 Aggregate</p>  |  |
| <p><b>7. Mail all notices, including notice of Claim, to:</b><br/>LIA Administrators &amp; Insurance Services<br/>1600 Anacapa Street<br/>Santa Barbara, California 93101<br/>(800) 334-0652; Fax: (805) 962-0652</p> |  |
| <p><b>8. Annual Premium:</b> \$2,416.00</p>   |  |
| <p><b>9. Forms attached at issue:</b> LIA002 (12/14) LIA MT (01/15) LIA012 (12/14) LIA018 (10/14) LIA020 (10/14)</p>  |  |

This Declarations Page, together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Policy shall constitute the contract between the Named Insured and the Company.

04/11/2019  
Date  
LIA-001 (12/14)

By   
Authorized Signature  
Aspen American Insurance Company

**Appraisal and Valuation  
Professional Liability Insurance Policy**



**Named Insured:** CORNERSTONE APPRAISAL SERVICE  
Peter Fontana

**Policy Number:** AAI001164-05  
**Effective Date:** 06/09/2019  
**Customer ID:** 153869

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

**ADDITIONAL COVERED APPRAISERS ENDORSEMENT**

In consideration of the premium charged, it is agreed that Section IV, DEFINITIONS (I) "Insured" is amended to include:

"Insured" means:

The persons identified below, but only while acting on behalf of the Named Insured:

| Name          | Coverage<br>Effective Date | Principal/Owner,<br>Appraiser or Trainee |
|---------------|----------------------------|--|
| Peter Fontana | 06/09/2019                 | Principal/Owner                          |
| Rina Moore    | 06/09/2019                 | Appraiser                                |
| Todd Schmidt  | 06/09/2019                 | Appraiser                                |

All other terms, conditions, and exclusions of this Policy remain unchanged.

# INVOICE

**FROM:**

Cornerstone Appraisal Services  
 Cornerstone Appraisal Services  
 1120 24th Ave SW  
 Great Falls, MT 59404-3441

Telephone Number: (406) 868-2799      Fax Number: (888) 870-9945

**TO:**

Opportunity Bank of Montana  
 PO Box 4999  
 Helena, MT 59604

E-Mail: mgehr@oppbank.com  
 Telephone Number: (406) 541-6208      Fax Number: (406) 457-4035  
 Alternate Number: (888) 750-2265

| INVOICE NUMBER        |             |
|-----------------------|-------------|
|                       | 0014104     |
| DATES                 |             |
| Invoice Date:         | 01/30/2020  |
| Due Date:             |             |
| REFERENCE             |             |
| Internal Order #:     | 0014104     |
| Lender Case #:        |             |
| Client File #:        | GF -89      |
| FHA/VA Case #:        |             |
| Main File # on form:  |             |
| Other File # on form: |             |
| Federal Tax ID:       | 517-70-5404 |
| Employer ID:          |             |

**DESCRIPTION**

|  |  |
|--|--|
| <b>Lender:</b> Opportunity Bank of Montana   | <b>Client:</b> Opportunity Bank of Montana |
| <b>Purchaser/Borrower:</b> Trevor Cavanagh   |  |
| <b>Property Address:</b> 209 2nd Ave N   |  |
| <b>City:</b> Great Falls   |  |
| <b>County:</b> Cascade   | <b>State:</b> MT <b>Zip:</b> 59401-2515    |
| <b>Legal Description:</b> S90' of W40' & N60' of W4' of E14' Lot 12, Block 251 - Great Falls Original Townsite |  |

**FEES**

**AMOUNT**

|                 |        |
|-----------------|--------|
| Appraisal Fee   | 400.00 |
|                 |        |
| <b>SUBTOTAL</b> | 400.00 |

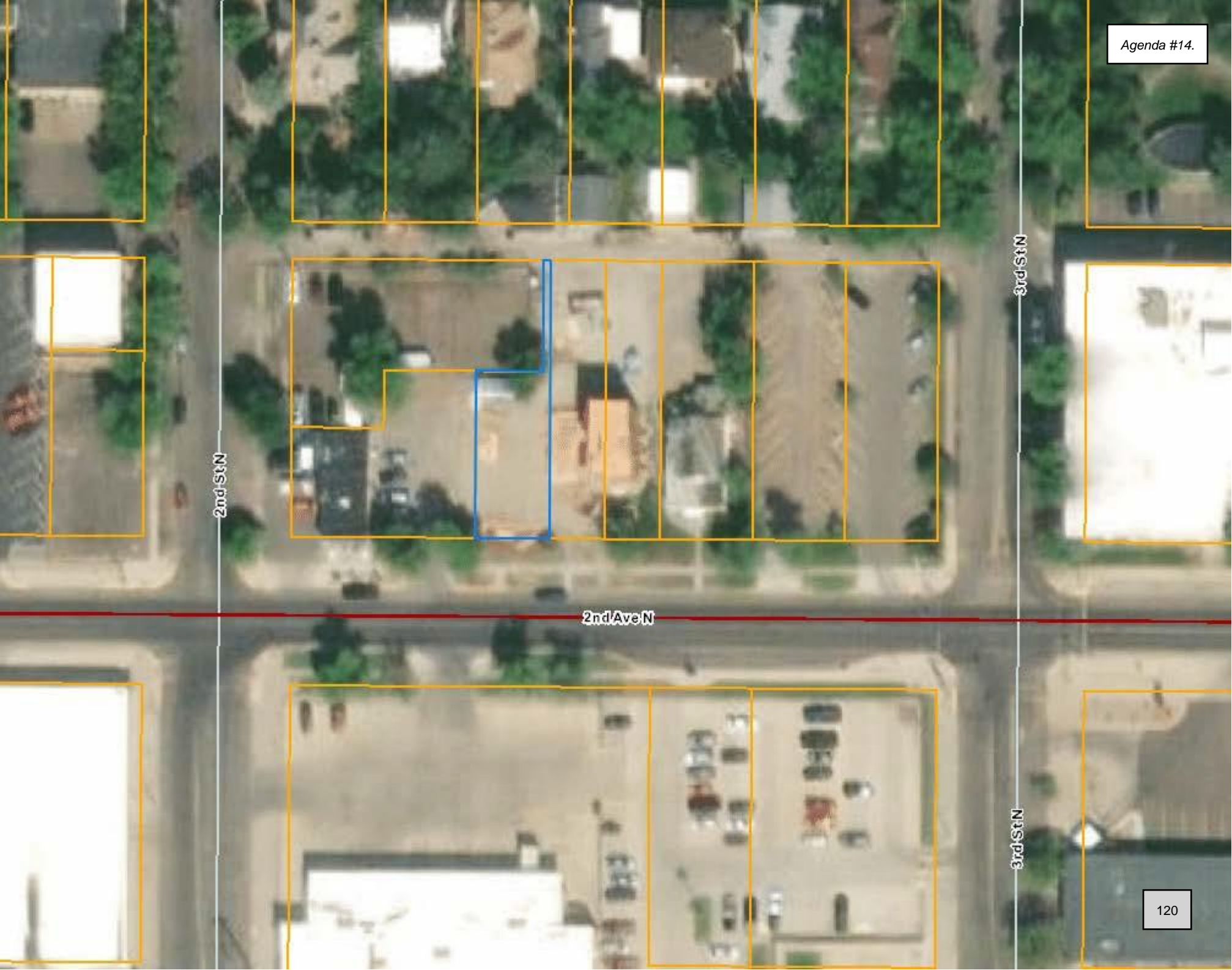
**PAYMENTS**

**AMOUNT**

|                  |              |                     |                  |
|------------------|--------------|---------------------|------------------|
| <b>Check #:</b>  | <b>Date:</b> | <b>Description:</b> |                  |
| Check #:         | Date:        | Description:        |                  |
| Check #:         | Date:        | Description:        |                  |
| <b>SUBTOTAL</b>  |              |                     |                  |
| <b>TOTAL DUE</b> |              |                     | <b>\$ 400.00</b> |

| Year | Parcel       | Owner |                    | 1st Half       | 2nd Half       | Pen/Int        | Total           |                 |
|------|--------------|-------|--------------------|----------------|----------------|----------------|-----------------|-----------------|
| 2007 | 0000121250   | FFLM  |                    | 1,030.71       | 1,030.72       | 2,545.01       | 4,606.44        | 34 E GERMANTOWN |
| 2008 | 0000121250   | FFLM  |                    | 1,104.81       | 1,104.80       | 2,548.42       | 4,758.03        |                 |
| 2009 | 0000121250   | FFLM  |                    | 282.31         | 281.64         | 594.04         | 1,157.99        |                 |
| 2010 | 0000121250   | FFLM  |                    | 587.38         | 586.70         | 1,119.29       | 2,293.37        |                 |
| 2011 | 0000121250   | FFLM  |                    | 885.86         | 285.85         | 1,014.86       | 2,186.57        |                 |
| 2012 | 0000121250   | FFLM  |                    | 289.59         | 289.59         | 436.31         | 1,015.49        |                 |
| 2013 | 0000121250   | FFLM  |                    | 287.18         | 287.19         | 386.00         | 960.37          |                 |
| 2014 | 0000121250   | FFLM  |                    | 294.48         | 294.50         | 343.24         | 932.22          |                 |
|      |              |       |                    |                |                |                |                 |                 |
|      | <b>Total</b> |       |                    | <b>4762.32</b> | <b>4160.99</b> | <b>8987.17</b> | <b>17910.48</b> |                 |
|      |              |       |                    |                |                |                |                 |                 |
| 2015 | 0000121250   | FFLM  |                    | <b>329.41</b>  | <b>329.37</b>  | <b>370.01</b>  | <b>1028.79</b>  | 34 E GERMANTOWN |
|      |              |       |                    |                |                |                |                 |                 |
| 2016 | 121250       | FFLM  |                    | <b>329.87</b>  | <b>329.84</b>  | <b>348.53</b>  | <b>1008.24</b>  | 34 E GERMANTOWN |
|      |              |       |                    |                |                |                |                 |                 |
|      |              |       | <b>Grand Total</b> | <b>5421.60</b> | <b>4820.20</b> | <b>9705.71</b> | <b>19947.51</b> |                 |

|  |                      |           |                     |                              |
|--|----------------------|-----------|---------------------|------------------------------|
|  |                      |           |                     |                              |
| GFO S90' OF W40' & N60' OF W4' OF E14' | SUBDIV: GFO GREAT    | 12/1/2007 | 8/1/2017, 8/1/2018, | City Resolution 9744 -       |
|  |                      |           |                     |                              |
|  |                      |           |                     | City Resolution 9896 - \$600 |
|  |                      |           |                     | City Resolution 9937 - \$600 |
|  |                      |           |                     |                              |
|  |                      |           |                     |                              |
|  |                      |           |                     |                              |
|  |                      |           |                     |                              |
|  | GREAT FALLS ORIGINAL | 6/1/2016  | 8/1/2017            |                              |
|  |                      |           |                     |                              |
|  | GFO S90' OF W40' &   | 6/1/2017  | 8/1/2017            |                              |
|  |                      |           |                     |                              |
|  |                      |           |                     |                              |



2nd St N

3rd St N

2nd Ave N

3rd St N



RESOLUTION 9744

A RESOLUTION ASSESSING THE COSTS INCURRED IN SECURING AND CLEANING OF THE PROPERTY LOCATED ON SOUTH 90' OF THE WEST 40' AND THE NORTH 60' OF THE WEST 4' OF THE EAST 14' OF LOT 12, BLOCK 251, GREAT FALLS ORIGINAL TOWNSITE, GREAT FALLS, CASCADE COUNTY, MONTANA, ADDRESSED AS 209 2<sup>nd</sup> AVENUE NORTH, AGAINST SAID PROPERTY.

WHEREAS, Associates First Capital Corporation, owner of the property located on the South 90' of the West 40' and the North 60' of the West 4' of the East 14' of Lot 12, Block 251, Great Falls Original Townsite, Great Falls, Montana, 209 2<sup>nd</sup> Avenue North was issued a notice to secure the structure.

WHEREAS, after due notice the U.S. Bankruptcy Court ordered the structure secured.

WHEREAS, staff hired a contractor to secure the structure and clean the property.

WHEREAS, the contractor completed securing the structure.

WHEREAS, the City Commission set June 3, 2008, at 7:00 p.m. for this hearing, to show cause why the property owner should not be held liable for the costs incurred in securing and cleanup of said property.

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

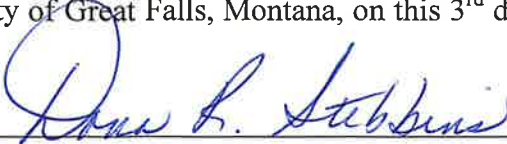
The amount of \$ 1,628.79 for securing and cleanup costs incurred in the abatement of the nuisance located on the South 90' of the West 40' and the North 60' of the West 4' of the East 14' of Lot 12, Block 251, Great Falls Original Townsite, Great Falls, Montana, described as 209 2<sup>nd</sup> Avenue North, be assessed against the property itself, with interest and penalties on the unpaid balance.

**R0173793 GRS**

Total Pages: 2 R 14.00 By:mdailey 06/04/2008 01:14:02 PM  
Cascade County, Rina Ft Moore - Clerk & Recorder



PASSED by the Commission of the City of Great Falls, Montana, on this 3<sup>rd</sup> day of June, 2008.

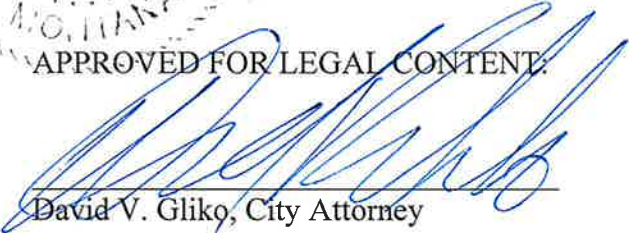
  
\_\_\_\_\_  
Dona R. Stebbins, Mayor

ATTEST:

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



APPROVED FOR LEGAL CONTENT:

  
\_\_\_\_\_  
David V. Gliko, 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 hereby certify the foregoing Resolution 9744 was placed on its final passage and adoption, and was passed and adopted by the City Commission of said City at a Regular Meeting thereof held on the 3<sup>rd</sup> day of June, 2008, and approved by the Mayor of said City, on the 3<sup>rd</sup> day of June, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City, this 3<sup>rd</sup> day of June, 2008.



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

JUL 11 2008

RESOLUTION 9754

A RESOLUTION ASSESSING THE COSTS INCURRED IN RAZING AND CLEANING OF THE PROPERTY LOCATED ON THE S90' OF W40' & N60' OF W4' OF E14' OF LOT 12, BLOCK 251, GREAT FALLS ORIGINAL ADDITION, GREAT FALLS, CASCADE COUNTY, MONTANA, ADDRESSED AS 209 2<sup>nd</sup> AVENUE NORTH, AGAINST SAID PROPERTY.

WHEREAS, Associates First Capital Corporation, owner of the property located on the S90' of W40' & N60' of W4' of E14' of Lot 12, Block 251, Great Falls Original Addition, Great Falls, Montana, 209 2<sup>nd</sup> Avenue North was issued a notice to raze the structure.

WHEREAS, after due notice the property owner did not raze the structure.

WHEREAS, staff hired a contractor to raze the structure and clean the property.

WHEREAS, the contractor completed razing and clean-up of the structure.

WHEREAS, the City Commission set July 1, 2008, at 7:00 p.m. for this hearing, to show cause why the property owner should not be held liable for the costs incurred in razing and cleaning of said property.

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

The amount of \$ 28,700.00 for razing and cleanup costs incurred in the abatement of the nuisance located on the S90' of W40' & N60' of W4' of E14' of Lot 12, Block 251, Great Falls Original Addition, Great Falls, Montana, described as 209 2<sup>nd</sup> Avenue North, be assessed against the property itself, with interest and penalties on the unpaid balance.

**R0175693 GRS**

Total Pages: 2 R 14.00 By:mdailey 07/03/2008 08:11:39 AM  
Cascade County, Rina Ft Moore - Clerk & Recorder



PASSED by the Commission of the City of Great Falls, Montana, on this 1<sup>st</sup> day of July, 2008.

*Dona Stebbins*  
Dona R. Stebbins, Mayor

ATTEST:

*Lisa Kunz*  
Lisa Kunz, City Clerk



APPROVED FOR LEGAL CONTENT:

*David V. Gliko*  
David V. Gliko, 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 hereby certify the foregoing Resolution # 9754 was placed on its final passage and adoption, and was passed and adopted by the City Commission of said City at a Regular Meeting thereof held on the 1<sup>st</sup> day of July, 2008, and approved by the Mayor of said City, on the 1<sup>st</sup> day of July, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City, this 1<sup>st</sup> day of July, 2008.



*Lisa Kunz*  
Lisa Kunz, City Clerk

P. O. Box 5021, 59403-5021



May 16, 2023

Sandra Merchant  
Cascade County Clerk and Recorder  
121 4<sup>th</sup> Street North, Number 1B-1  
Great Falls, MT 59401

Dear Ms. Merchant:

City of Great Falls Resolution #9744 was recorded on June 4, 2008, Document # R0173793 GRS, assessing the costs incurred in securing and cleaning of the property located at 209 2<sup>nd</sup> Avenue North, in the amount of \$1,628.79. The legal description for this property is the South 90’ of the West 40’ and the North 60’ of the West 4’ of the East 14’ of Lot 12, Block 251, Great Falls Original Townsite, Great Falls, Cascade County, Montana. At the time of recording, the property was in the name of Associates First Capital Corporation.

At its regular meeting held May 16, 2023, the Great Falls City Commission approved a lien release for Resolution #9744 and waived the above assessment in the amount of \$1,628.79, together with all accrued and outstanding penalties and interest charges related to the assessment.

Please consider this letter a formal request for a full release of Resolution #9744 for the aforementioned property.

If you have any questions, please give me a call at: 455-8476.

Sincerely,

CITY OF GREAT FALLS

\_\_\_\_\_  
Melissa Kinzler  
Authorized Representative

Sworn and Subscribed to before me this  
16<sup>th</sup> day of May, 2023.

[Notarial Stamp]

\_\_\_\_\_  
Printed Name: Lisa Kunz  
Commission Expires: October 29, 2023



P. O. Box 5021, 59403-5021

May 16, 2023

Sandra Merchant  
Cascade County Clerk and Recorder  
121 4<sup>th</sup> Street North, Number 1B-1  
Great Falls, MT 59401

Dear Ms. Merchant:

City of Great Falls Resolution #9754 was recorded on July 3, 2008, Document # R0175693 GRS, assessing the costs incurred in razing and cleaning of the property located at 209 2<sup>nd</sup> Avenue North, in the amount of \$28,700.00. The legal description for this property is the South 90' of the West 40' and the North 60' of the West 4' of the East 14' of Lot 12, Block 251, Great Falls Original Townsite, Great Falls, Cascade County, Montana. At the time of recording, the property was in the name of Associates First Capital Corporation.

At its regular meeting held May 16, 2023, the Great Falls City Commission approved a lien release for Resolution #9754 and waived the above assessment in the amount of \$28,700.00, together with all accrued and outstanding penalties and interest charges related to the assessment.

Please consider this letter a formal request for a full release of Resolution #9754 for the aforementioned property.

If you have any questions, please give me a call at: 455-8476.

Sincerely,

CITY OF GREAT FALLS

\_\_\_\_\_  
Melissa Kinzler  
Authorized Representative

Sworn and Subscribed to before me this  
16<sup>th</sup> day of May, 2023.

[Notarial Stamp]

\_\_\_\_\_  
Printed Name: Lisa Kunz  
Commission Expires: October 29, 2023



Commission Meeting Date: May 16, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution 10504 – Conditional Use Permit for Touro University Parking Lot Addition on the property addressed as 2801 18<sup>th</sup> Avenue South and legally described as Lot 1A, Block 2, Mount Olivet Minor Subdivision, Section 17, T20N, R4E, Cascade County, Montana.

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

**Initiated By:** Touro University Montana, Owner

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

**Action Requested:** City Commission set a public hearing for Resolution 10504 for June 20, 2023.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing for Resolution 10504 on June 20, 2023.”

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

**Staff Recommendation:**

At the conclusion of a public hearing held on April 25, 2023, the Zoning Commission recommended that the City Commission approve the applicant’s request for a Conditional Use Permit for additional off-street parking above the maximum allowed by code. 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. **Landscaping:** The applicant shall provide a new landscape plan to be reviewed by City Staff for compliance with Title 17 of the Official Code of the City of Great Falls.
6. **Stormwater:** The applicant shall provide City Staff the necessary documents so that staff may determine that the stormwater system can handle the additional run-off from the increased impervious surface area. If not, the applicant will need to adjust the design of the stormwater system so that it can handle both the water quality and quantity of the additional run-off.
7. **Acceptance of Conditions:** No 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:**

On October 12, 2021, the Touro College and University System applied for a building permit at the property addressed as 280118<sup>th</sup> Avenue South. Part of the building permit includes the Site Civil package which, in turn, includes the proposed parking lots. The Official Code of the City of Great Falls (OCCGF) requires 2 spaces per classroom plus 1 per 4 students. The submitted plans indicate that there will be 11 classrooms and 405 students. The OCCGF does allow for an increase of parking spaces over the 20% of the minimum allowed. Touro's plans indicated that the university would implement that allowance in their plans. Because of this, the plans showed that Touro was proposing 124 spots based off the minimum the City allows, with an additional 23 owing to the 20% allowance, for a total of 147 proposed parking spaces. In December of 2022, the general contractor indicated that the Touro University System staff were concerned that the proposed amount of parking stalls would not be adequate for their needs. He inquired whether the City would be amenable to allowing Touro to provide for additional parking above the 20% overage allowed. It was explained at the time that in order to provide additional parking, a Conditional Use Permit would be required. OCCGF 17.36.2.020(B)(1) states, "The number of parking spaces provided in a ground surface parking lot shall not exceed the minimum number by more than twenty (20) percent or by ten (10) spaces, whichever is greater."

However, OCCGF 17.36.2.020(B)(3) states, "Any additional ground parking spaces above the maximum exceedance may be allowed as a conditional use and shall be granted upon a finding that additional spaces are needed for that particular use and/or location."

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 Findings of Fact - Conditional Use have been met.



***Impacts:***

In order to accommodate the additional parking stalls, a portion of the approved landscaping will need to be removed. It will be a condition that the applicant must provide an updated landscape plan prior to permit issuance to ensure that the landscaping requirements set forth by the OCCGF will still be met. Additionally, adding impervious surface to the site will increase the amount of stormwater runoff. Another condition will be that the applicant must show that the existing stormwater system will be able to handle the additional runoff or that modifications be made to improve water quantity and quality control.

***Improvements:***

The City will require improvements to the stormwater system if the approved system cannot handle the additional runoff caused by the increased amount of impervious surface. The parking lot surface will be required to be improved to standards set forth in the OCCGF.

**Fiscal Impact:**

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

**Alternatives:**

The City could decline to set the public hearing for Resolution 10504 for the Conditional Use Permit. Due process normally requires that the City Commission schedule public hearings to hear requests of this type.

**Concurrences:**

Representatives of the City's Public Works Department have reviewed the proposal and have no objections to issuance of the Conditional Permit as long as the condition regarding storm water is met.

**Attachments/Exhibits:**

Resolution 10504  
Basis of Decision  
Site Layout  
Aerial Map  
Zoning Map  
Applicant Narrative

RESOLUTION 10504

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW THE NUMBER OF PARKING SPACES IN A SURFACE PARKING LOT TO EXCEED THE MINIMUM NUMBER BY MORE THAN TWENTY (20) PERCENT UPON A PARCEL OF LAND ADDRESSED AS 2801 18<sup>TH</sup> AVENUE SOUTH AND LEGALLY DESCRIBED AS LOT 1-A, BLOCK 2, MOUNT OLIVET SUBDIVISION, SECTION 17, T20N, R4E, PMM, CASCADE COUNTY, MT.

\* \* \* \* \*

WHEREAS, the applicant owns a medical college at 2801 18<sup>th</sup> Avenue South and currently operates with 145 parking spaces; and,

WHEREAS, the applicant wishes to increase the on-site parking count to 189 spaces rather than the 145 spaces allowed by the Official Code of the City of Great Falls (OCCGF) to better address the current and future demand for parking spaces; and,

WHEREAS, the City of Great Falls has been petitioned to approve a Conditional Use Permit to allow the number of parking spaces in a surface parking lot to exceed the minimum number by more than twenty (20) percent upon the property legally described as Lot 1-A, Block 2, Mount Olivet Subdivision, Section 17, T20N, R4E, PMM, Cascade County, Montana; and,

WHEREAS, the proposed Conditional Use Permit to allow the number of parking spaces in a surface parking lot to exceed the minimum number by more than twenty (20) percent 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 April 25, 2023, to consider said Conditional Use Permit application, and at the conclusion of said hearing passed a motion recommending a Conditional Use Permit be granted for the subject property, subject to 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. **Landscaping:** The applicant shall provide a new landscape plan to be reviewed by City Staff for compliance with Title 17 of the Official Code of the City of Great Falls.
6. **Stormwater:** The applicant shall provide City Staff the necessary documents so that staff may determine that the stormwater system can handle the additional run-off from the increased impervious surface area. If not, the applicant will need to adjust the design of the stormwater system so that it can handle both the water quality and quantity of the additional run-off.
7. **Acceptance of Conditions:** No 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 COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:

That a Conditional Use Permit be granted to allow the number of parking spaces in a surface parking lot to exceed the minimum number by more than twenty (20) percent at the property addressed as 2801 18<sup>th</sup> Avenue South, and legally described as Lot 1-A, Block 2, Mount Olivet Subdivision, T20N, R4E, PMM, Cascade County, Montana, conditioned upon the owner complying with the conditions listed herein; and,

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that, pursuant to the Official Code of the City of Great Falls (OCCGF) 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 OCCGF 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 June 20, 2023.

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

ATTEST:

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

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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

## CONDITIONAL USE PERMIT - BASIS OF DECISION

The applicant is requesting approval of a Conditional Use Permit to allow for a parking lot addition that exceeds the minimum parking count by more than 20 percent for the property located at 2801 18<sup>th</sup> Avenue South.

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

The proposed conditional use is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. More specifically, it is consistent with the following policies in the City's Growth Policy:

Eco3.3.1 – Support the growth of the City's college community.

Soc1.5.3 – Consider the Great Falls Medical District Master Plan, and its boundaries, in City decision-making and land use case review.

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

Eco3.7.11 – Consider and pursue, where economically sound, catalyst projects and partnerships such as:

a. Projects that support the implementation of the *Great Falls Medical District Master Plan* or the *Missouri River Urban Corridor Plan*.

### **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 proposed parking lot expansion will improve the safety for staff, faculty, and students. The creation of additional parking for the university will reduce the need for employees and students to park on the street.

### **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 conditional use will not be injurious to the adjacent properties. In fact, the condition of adjacent properties should be enhanced because the additional on-site parking will reduce parking pressure on the street.

### **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 proposed project will not impede the normal and ordinary development and improvement of surrounding properties. Adjacent property owners have been notified regarding the project, and City Staff have received no statements of opposition. The required landscaping will continue

to be met with the addition of the parking lot. The applicant will also be required to ensure that the stormwater facilities can handle the stormwater run-off. Based off of these requirements, the proposed CUP should not impede the potential to improve nearby properties. In fact, successful completion of the project should accelerate additional development of nearby properties.

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

The facility is currently under construction that includes services and infrastructure that meet all City standards.

**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 facility is currently under construction that includes providing functioning ingress and egress. The proposed parking lot expansion will not require additional ingress and egress access points.

**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 proposed project will conform to all the applicable regulations of the Land Development Code.

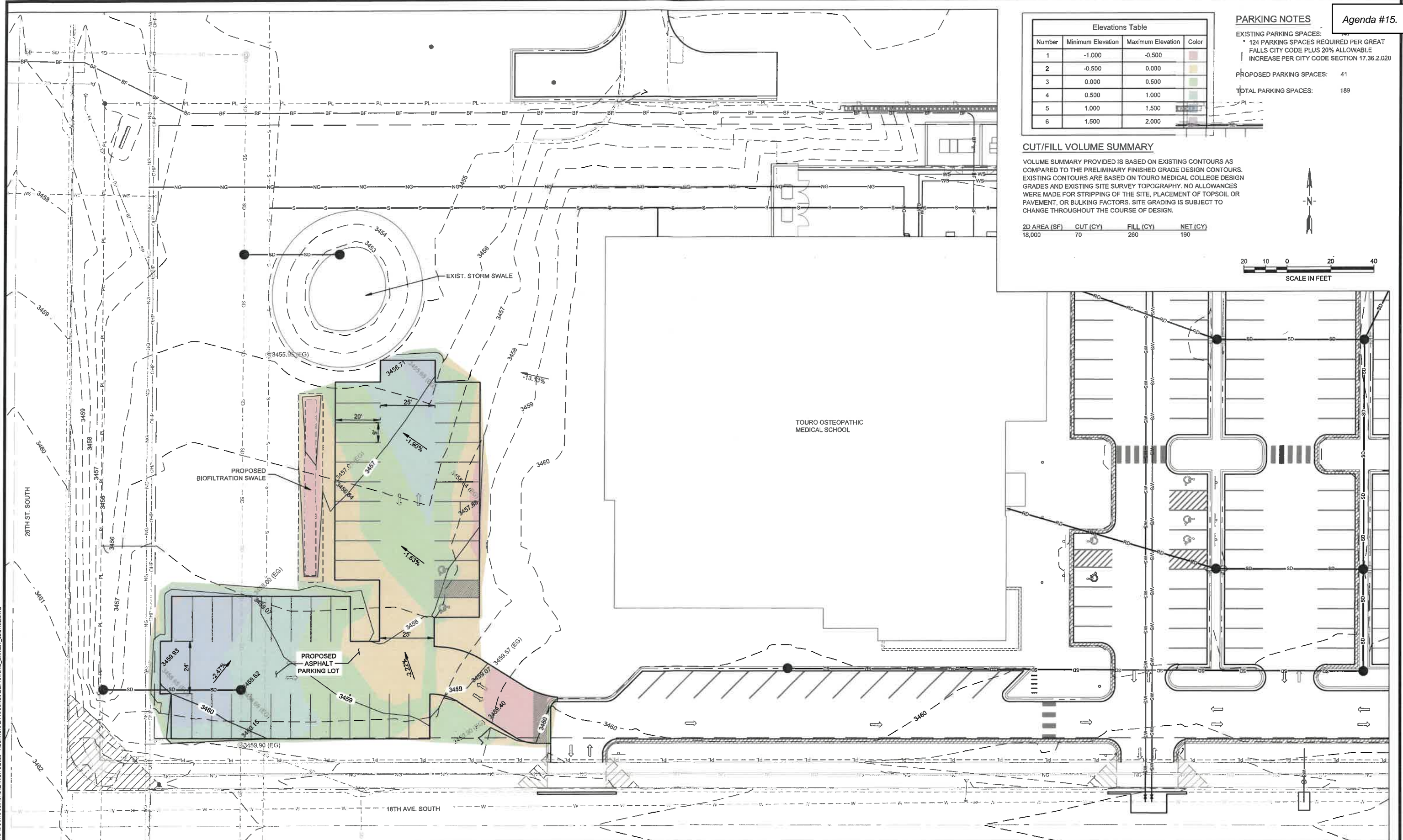
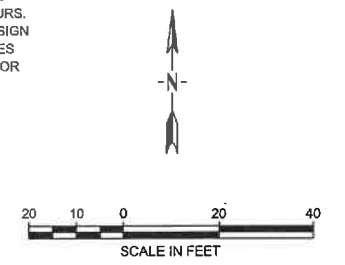
| Elevations Table |                   |                   |               |
|------------------|-------------------|-------------------|---------------|
| Number           | Minimum Elevation | Maximum Elevation | Color         |
| 1                | -1.000            | -0.500            | [Pink]        |
| 2                | -0.500            | 0.000             | [Yellow]      |
| 3                | 0.000             | 0.500             | [Light Green] |
| 4                | 0.500             | 1.000             | [Green]       |
| 5                | 1.000             | 1.500             | [Dark Green]  |
| 6                | 1.500             | 2.000             | [Dark Blue]   |

**PARKING NOTES**  
 EXISTING PARKING SPACES:  
 \* 124 PARKING SPACES REQUIRED PER GREAT FALLS CITY CODE PLUS 20% ALLOWABLE INCREASE PER CITY CODE SECTION 17.36.2.020  
 PROPOSED PARKING SPACES: 41  
 TOTAL PARKING SPACES: 189

**CUT/FILL VOLUME SUMMARY**

VOLUME SUMMARY PROVIDED IS BASED ON EXISTING CONTOURS AS COMPARED TO THE PRELIMINARY FINISHED GRADE DESIGN CONTOURS. EXISTING CONTOURS ARE BASED ON TOURO MEDICAL COLLEGE DESIGN GRADES AND EXISTING SITE SURVEY TOPOGRAPHY. NO ALLOWANCES WERE MADE FOR STRIPPING OF THE SITE, PLACEMENT OF TOPSOIL OR PAVEMENT, OR BULKING FACTORS. SITE GRADING IS SUBJECT TO CHANGE THROUGHOUT THE COURSE OF DESIGN.

| 2D AREA (SF) | CUT (CY) | FILL (CY) | NET (CY) |
|--------------|----------|-----------|----------|
| 18,000       | 70       | 260       | 190      |



C:\8813\BENEFIT\02-TOURO MEDICAL SCHOOL\ADD\EXHIBITS\2023 - ADDITIONAL PARKING\ADD\DRAWING EXHIBIT\_03.07.23.DWG

VERIFY SCALE:  
 THESE PRINTS MAY BE REDUCED.  
 LINE BELOW MEASURES ONE INCH  
 ON ORIGINAL DRAWING.  
 MODIFY SCALE ACCORDINGLY!

| REVISIONS |             |    |      |  |
|-----------|-------------|----|------|--|
| NO.       | DESCRIPTION | BY | DATE |  |
|           |             |    |      |  |
|           |             |    |      |  |
|           |             |    |      |  |

**Morrison Maierle**  
 engineers • surveyors • planners • scientists

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 Great Falls, MT 59401  
 406.454.1513  
 www.m-m.net

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DRAWN BY: JEL  
 DSGN. BY: JEM  
 APPR. BY: JEM  
 DATE: 03.31.23  
 Q.C. REVIEW BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_



TOURO MEDICAL SCHOOL - ADDITIONAL PARKING

PRELIMINARY PARKING LAYOUT EXHIBIT

PROJECT NUMBER 6813.002  
 SHEET NUMBER 1  
 DRAWING NUMBER C1 135

### Aerial Map

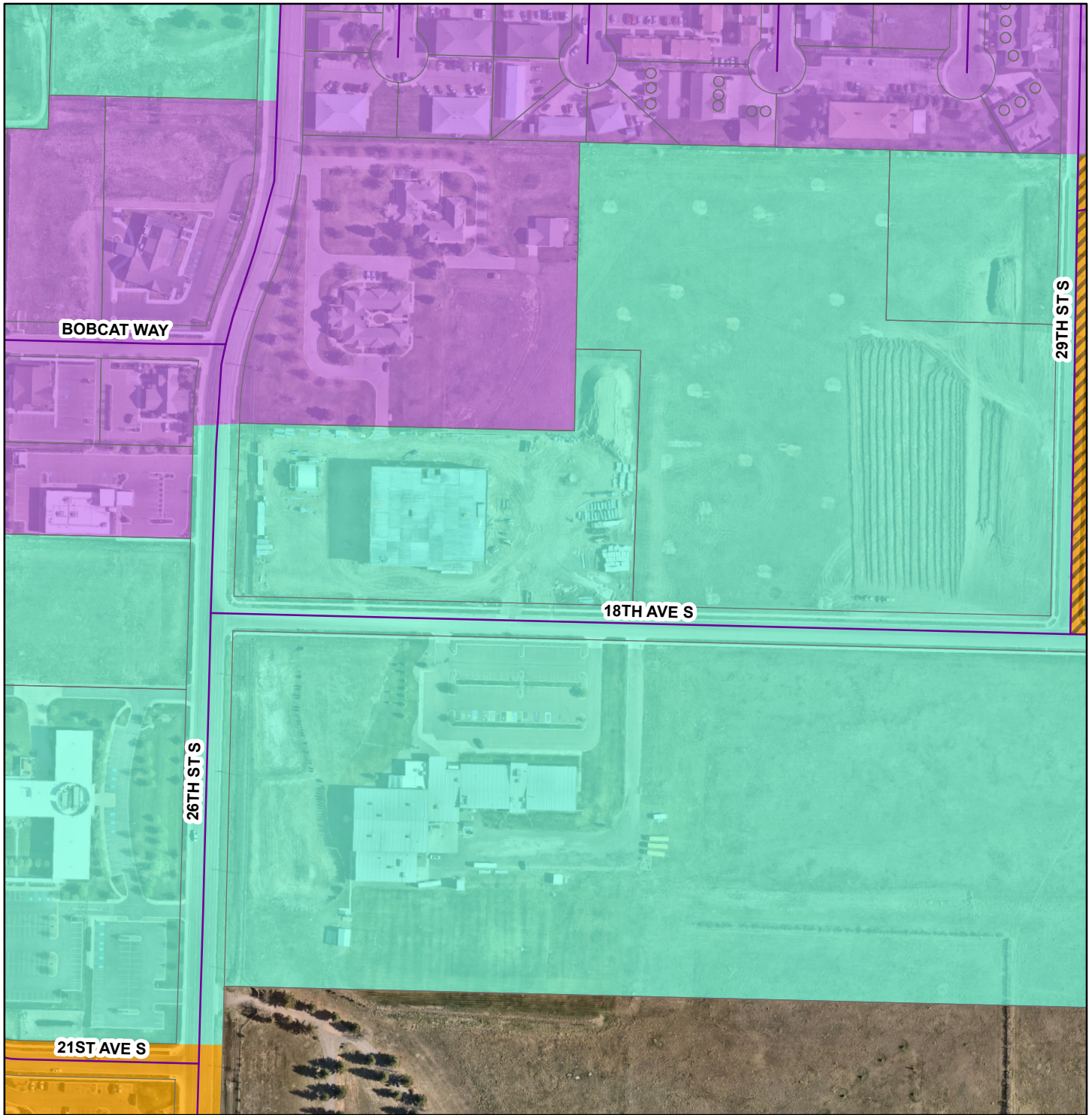


-  Parcel selection
-  City Limits







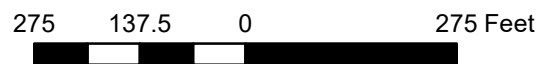


# ZONING MAP



## Legend

-  R-6 Multi-family High Density
-  PUD Planned Unit Development
-  M-1 Mixed-use District
-  PLI Public Lands and Institutional



N



March 31, 2023

City of Great Falls Planning and Zoning Office

Attn: Brad Eatherly

127 E Main St. Suite 302

RE: Touro Medical College – Additional Parking Conditional Use Application

The purpose of this document is to request a conditional use permit for 41 additional parking spaces on the western side of the Touro Medical College, located at 2801 18<sup>th</sup> Ave. South, in Great Falls, MT. The Touro Medical College (the College) received City design approval in late 2021 and is currently nearing completion of construction. Original facility designs included the zoning required parking spaces plus an allowable 20% increase beyond the minimum requirements. The following narrative presents the additional parking needs to support the facility beyond this maximum exceedance, as required by City of Great Falls City Code, Section 17.36.2.020.3.

#### Parking Needs

The Touro Medical College is located in between 26th Street South and 29th Street South and runs along the north side of 18th Avenue South. The building is approximately 98,000 square-feet over three stories located on an approximately 5.12 AC lot. Site design for the project included the previously mentioned 147-space parking area on the east side of the building that is accessed by two driveways on the south side of the site, off 18<sup>th</sup> Ave. South.

Future residential developments (and associated parking areas) are planned on the properties adjacent to the College to the north and east, which will serve as housing for the main College's population. As such, a majority of the College population is anticipated to park off-site at the residential developments and walk or bike to the College campus. These developments are currently under construction, however, and will not be completed prior to the College's occupancy. Based on anticipated attendance rates and building capacity, proposed parking areas on the College site will not be adequate to serve the College population, and additional on-site parking will be necessary to serve the commuter population.

#### Stormwater Management Concepts

According to the Touro Medical School Drainage Report, dated October 2021, the site's current stormwater management system generally consists of two detention facilities located on the east and west sides of the site. Existing storm drain piping along the west side of the site has a shallow bury which prevented a single detention facility for the entire site on the undeveloped western area. As such, the majority of the developed area of the site relies on a series of inlets and conveyance pipes that direct stormwater to a detention pond northeast of the building which

*We create solutions that build better communities*

discharges into an existing stormwater conveyance system at rates below the pre-developed condition per City standards.

The western detention pond was designed to accommodate runoff from the open vegetated area and a small portion of hardscaped area west of the building. The previously approved drainage report for the College described this basin as Sub-basin 9S, which included approximately 57,650 SF comprised of 5% impervious areas (a gravel path, concrete patio and sidewalk) with the remaining being turf grass and landscape. The additional parking will increase the impervious area of Sub-Basin 9S to 34%.

Preliminary stormwater calculations were prepared for the additional parking area by revising the amounts of pervious and impervious areas for Subbasin 9S. The Touro Medical School Drainage Report stated that the western detention basin provided a total detention volume of 4,397 cf, and calculations for the 100-year 2-hr runoff volume (including outflow from the 3.7" diameter orifice), required a total storage volume from Subbasin 9S of 1,163 CF.

Including the proposed additional parking areas, the proposed 100-year 2-hr runoff volume and including outflow from the orifice results in an additional approximately 2,200 CF of required storage volume, for a total storage requirement of 3,362 CF. As stated above, as designed, the western detention basin has adequate capacity for the additional runoff volume from the proposed parking areas.

Previous design for the detention basin did not include additional water quality treatment as drainage basin 9S consisted of limited impervious areas and the initial infiltration volume from the basin accounted for the water treatment. The additional paved parking will require water quality treatment prior to discharge into the detention basin. This will be provided by a biofiltration swale facility located along the western edge of the proposed parking area. Stormwater will sheet flow to the biofiltration swale where suspended solids will be settled and removed prior to discharge to the detention basin. The biofiltration swale will be designed in accordance with the Montana Post-Construction Storm Water BMP Design Guidance Manual.



Commission Meeting Date: May 16, 2023  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Ordinance 3259: Amendment to OCCGF Title 17, Chapter 20, Article 3, Exhibit 20-1 Principle Uses by District - Allowing Residence, Multi-family in the General Commercial (C-2) Zoning District

**From:** Planning and Community Development Department

**Initiated By:** Planning and Community Development Department

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

**Action Requested:** City Commission accept Ordinance 3259 on first reading and set public hearing for June 6, 2023.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (accept/deny) Ordinance 3259 on first reading and (set/not set) a public hearing for June 6, 2023.”

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

**Staff and Planning Advisory Board Recommendation:** At the conclusion of a Planning Advisory Board meeting held on April 25<sup>th</sup>, 2023, the Planning Advisory Board recommended that the City Commission adopt Ordinance 3259. Additionally, staff supports this code amendment and recommends that the Commission accept Ordinance 3259 on first reading and set the public hearing for June 6, 2023.

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

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

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

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

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

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

**Alternatives:** Alternatively, the City Commission could deny acceptance of Ordinance 3259 on first reading and not set a public hearing. This would prevent the code amendment proposal from being considered through a public hearing process.

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

**Attachments/Exhibits:**

Ordinance 3259

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

**ORDINANCE 3259**

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

(CITY SEAL)

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

APPROVED FOR LEGAL CONTENT:

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

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3259 on the Great Falls Civic Center posting board and the Great Falls City website.

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

(CITY SEAL)

EXHIBIT "A"

Exhibit 20-1. Principal Uses by District

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

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EXHIBIT "A"

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

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

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

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

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(Supp. No. 17)

EXHIBIT "A"

|                                  |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |             |
|----------------------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|-------------|
| Contractor yard, type II         | - | - | - | - | - | - | - | - | - | - | - | - | C | C | - | - | P | P | P | 17.20.6.280 |
| Industrial/Manufacturing         |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |             |
| Artisan shop                     | - | - | - | - | - | - | - | P | P | P | P | P | P | P | - | - | P | P | - |             |
| Industrial, heavy                | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | - | P |             |
| Industrial, light                | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | P | P |             |
| Industrial park                  | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | P | P |             |
| Junkyard                         | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | C | P | 17.20.6.290 |
| Light manufacturing and assembly | - | - | - | - | - | - | - | - | P | P | P | P | P | P | - | - | P | P | P | 17.20.6.300 |
| Marijuana manufacturing          | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P |             |
| Marijuana testing laboratory     | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | P |             |
| Motor vehicle graveyard          | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | 17.20.6.310 |
| Motor vehicle wrecking facility  | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | P | 17.20.6.320 |

- The use is not permitted in the district

C The use is allowed through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 6 of this chapter, as appropriate

( Ord. 3259, 2023; Ord. 3251 , 2022; Ord. 3249 , 2022; Ord. 3221 , 2020; Ord. 3166, 2017; Ord. 3087, 2012; Ord. 3068, 2011; Ord. 3056, 2010)



Commission Meeting Date: May 16, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Approval of a HOME Investment Partnerships Funding Agreement and a HOME-ARP Funding Agreement to support renovation of the Baatz building at 402 2<sup>nd</sup> Avenue South for a 25 unit supportive housing project

**From:** Tonya Shumaker, CDBG Administrator, Planning & Community Development

**Initiated By:** NeighborWorks Great Falls

**Presented By:** Tom Micuda, Interim Director, Planning & Community Development

**Action Requested:** Approval of the HOME and HOME-ARP Funding Agreements in the combined amount of \$2,150,000.45.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the HOME and HOME-ARP Funding Agreements in the combined amount of \$2,150,000.45 to NeighborWorks Great Falls for the renovation of the Baatz building for a 25 unit supportive housing project.”

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

**Staff Recommendation:** Staff recommends approval of the requested HOME and HOME-ARP Funding Agreements for a combined amount of \$2,150,000.45 to NeighborWorks Great Falls for the renovation of the Baatz building for a 25 unit supportive housing project.

**Summary:** NeighborWorks Great Falls in partnership with Homeword have submitted a grant request to redevelop the historic Baatz building. The Baatz building redevelopment would consist of 24 permanent supportive housing units along with one managers unit for a total of 25 housing units redeveloped along with a community services center located on the main floor. The proposed project has an estimated completion time frame of fall 2024. This permanent supportive housing facility would be the first of its kind in the Great Falls community. The City’s funding would be used in the building renovation as well as funding supportive services located in the community services center.

Permanent supportive housing is an intervention that combines affordable housing assistance with voluntary support services to address the needs of people who have experienced homelessness. The services are designed to build independent living and tenancy skills and connect people with community-based health care, treatment and employment services. The proposed redevelopment will utilize many funding sources, most notably low income housing tax credits from the State of Montana as well as historic

tax credits along with the City’s funding request. The location of the Baatz Building and proximity to the City-County Health Department, Bus Station and many other services make it an ideal location for this type of project.

Following is a breakdown of proposed funding:

- HOME funding for renovation work - \$1,277,495
- HOME-ARP funding for renovation work - \$722,505.45
- HOME-ARP funding for supportive services - \$150,000

Total HOME & HOME-ARP Funding - \$2,150,000.45

**Fiscal Impact:** There is no fiscal impact to the City as HOME and HOME-ARP grant funds will be used for the project.

**Alternatives:** If the Commission were to reject the proposed funding agreements, NeighborWorks Great Falls would need to secure other funding sources or may need to stop the project.

**Concurrences:** Staff from Planning and Community Development have worked with the Great Falls Housing Authority, State Historic Preservation Office, State of Montana Department of Commerce, as well as HUD to coordinate efforts on this complex project.

- Attachments/Exhibits:**
- 2022/2023 HOME Funding Agreement
  - 2022/2023 HOME-ARP Funding Agreement

**CITY OF GREAT FALLS**  
**2022/2023 HOME Investment Partnerships American Rescue Plan Program Agreement**  
**BY AND BETWEEN**  
**THE CITY OF GREAT FALLS, MONTANA, AND**  
**NeighborWorks Great Falls**

NeighborWorks Great Falls, hereinafter referred to as the Grantee, hereby enters into this Agreement with the Planning and Community Development Department of the City of Great Falls, a Municipal Corporation of the State of Montana, hereinafter referred to as the City on this 16th day of May, 2023.

**RECITALS (HOME)**

- A. ARP provides funds for homelessness and supportive services assistance under Title II of NAHA (42 U.S.C. 12721 et seq.)
- B. The HOME Investment Partnerships American Rescue Plan Program, hereinafter referred to as HOME-ARP, 42 U.S.C. 12741 et seq., 24 CFR Part 92 (the “HOME-ARP Regulations”); and Title II of the Housing and Community Development Act of 1992, as amended, Public Law 102-550 (H.R. 5334), October 28, 1992.
- C. The City of Great Falls is a Participating Jurisdiction in the HOME-ARP Program, and has received an allocation of HOME-ARP funds to be administered by the City in furtherance of the HOME-ARP Program objectives, pursuant to 42 U.S.C. 12701 et seq. and 24 CFR 92.504.
- D. The City of Great Falls utilizes a competitive grant application process to determine how to allocate and spend the HOME-ARP funds granted to the City.
- E. Grantee has submitted an application for HOME-ARP funds intended to serve HOME-ARP Qualifying Populations, under federal regulations including 42 U.S.C. 11302(a), that include homeless; at-risk of homelessness; fleeing/attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; and greatest risk of housing instability, which is determined by HUD to be persons whose income is 30 percent or less of the area median income as determined by HUD and is experiencing severe cost burden, or persons whose income is 50 percent of the area median income as determined by HUD and meets one of the conditions of “At risk of homelessness” as defined in 24 CFR 91.5(iii) for the term of the Grant.
- F. HOME-ARP funds are federal financial assistance and, therefore, in addition to those requirements specifically set forth in this Agreement, Grantee is subject to requirements applicable to such funds, including, but not limited to the following: 24 CFR part 92, including subpart H, 24 CFR 92.352 – environmental review and 24 CFR part 58; 24 CFR 92.353 – displacement, relocation, and acquisition; 24 CFR part 35, subparts A, B, J, K, M, and R, as applicable – lead-based paint; 24 CFR 92.359 - Violence Against Women Act (VAWA); 24 CFR 92.354 - labor standards; section 104(d) of the Housing and Community Development Act of 1974, as amended, (42 USC § 5304(d)), unless waived; Section 3 requirements established at 24 CFR Part 75; and 24 CFR 92.505 and 2 CFR part 200, as amended and as applicable - uniform administration requirements; Appendix A to 2 CFR part 170 - Federal Funding Accountability and Transparency Act (FFATA); and 24 CFR 92.357 – intergovernmental review.



Now therefore, based on the Recitals above, Grantee and the City agree to the following terms:

### 1. PURPOSE OF GRANT AGREEMENT AND TRUST INDENTURE

- a. The purpose of this Grant Agreement is to provide funding for project activities approved by the City under the U.S. Department of Housing and Urban Development (HUD) Home Investment Partnerships American Rescue Plan Program (HOME-ARP). The terms, obligations and requirements that Grantee needs to perform in exchange for this grant of funding are set forth in this Grant Agreement, and upon execution of this Grant Agreement, are binding on all parties.

### 2. APPLICATION INCORPORATED BY REFERENCE

Grantee's application for HOME-ARP assistance is incorporated into this Grant Agreement by this reference and the representations made in the application are binding upon the Grantee. If Grantee undertakes activities not represented in the application, this Grant Agreement may be subject to termination pursuant to the terms of Section 22 of this Grant Agreement.

### 3. ACCEPTANCE OF HOME-ARP PROGRAM REQUIREMENTS

- a. By accepting a grant of HOME-ARP funds, Grantee agrees to comply with all laws, rules and regulations related to the HOME-ARP program. Grantee will comply with all applicable parts of Title II of the Cranston-Gonzalez National Affordable Housing Act, (42 U.S.C. 12701 et seq.), as amended; the applicable Department of Housing and Urban Development (HUD) regulations in 42 U.S.C. 12741 et seq., 24 CFR Parts 91 and 92, as now in effect or as they may be amended during the term of this Grant Agreement; all requirements established by the City, including the applicable version of the *City of Great Falls Planning & Community Development Department Policies and Procedures Manual*, as amended, the current version of which can be accessed at:

[https://greatfallsmt.net/sites/default/files/fileattachments/planning\\_and\\_community\\_development/page/35981/city\\_of\\_great\\_falls\\_pcd\\_policies\\_and\\_procedures\\_manual\\_2.2022.pdf](https://greatfallsmt.net/sites/default/files/fileattachments/planning_and_community_development/page/35981/city_of_great_falls_pcd_policies_and_procedures_manual_2.2022.pdf);

applicable State and federal laws, regulations, administrative directives and procedures; and local ordinances and resolutions.

- b. Grantee agrees that all contracts entered into by Grantee for the completion of the activities described in Section 6, "Scope of Activities," of this Grant Agreement will contain special provisions requiring contractors to comply with all applicable requirements, as outlined in the applicable version of the *City of Great Falls Planning & Community Development Department Policies and Procedures Manual*.

- c. Grantee agrees that 100% of HOME-ARP funds will be used to benefit Qualifying Populations. The City of Great Falls requires that all housing projects assisted with HOME-ARP funds continue to serve these households for a minimum period of affordability. The minimum period of affordability for this project is 15 years. Grantee expressly agrees to comply with this affordability period requirement. Grantee acknowledges and agrees that the City will require Grantee to follow the recapture provisions for this project if Grantee does not meet the low-to-moderate income service requirements as specified.

#### 4. ADMINISTRATION

The City of Great Falls shall administer this grant. Any reference to the City indicates an administrative function to be performed by City staff.

#### 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- a. This Contract takes effect on May 16, 2023 and will be in effect for the "period of affordability".
- b. Project construction must begin within twelve (12) months of the signing of this contract and substantial completion of the project construction must be obtained no later than June 30, 2025, unless the time for performance is extended by the City in writing. The Grantee shall adhere to all Project completion and occupancy milestones set forth in the approved Performance Schedule, attached to this Agreement as Exhibit B. If an extension is needed a formal request must be submitted to the City no later than 30 days prior to the original date of completion. Time is of the essence in this Agreement. Failure of the Grantee to perform in a timely fashion may result in termination of this Agreement and denial and/or required repayment of HOME-ARP funds. The activities to be performed by Grantee will be completed according to the Performance Schedule included as Exhibit B to this Grant Agreement, which by this reference is made a part of this Grant Agreement.

#### 6. SCOPE OF ACTIVITIES

The allocation of HOME-ARP funds granted to Grantee by the City must be utilized to achieve the identified list of activities set forth in Grantee's application for HOME-ARP grant assistance. By accepting the grant of HOME-ARP funds, Grantee agrees to perform all activities identified in its HOME-ARP application. The scope of work and activities to be performed by Grantee will be completed according to the Performance Schedule proposed by Grantee in its application and included as Exhibit B to this Grant Agreement, which by this reference is made a part of this Grant Agreement. The major components of the approved project activities include, but are not limited to:

- a. Grantee shall use the HOME-ARP funds for the development costs of the Project in a manner consistent with the HOME-ARP Regulations applicable to the Project, including 24 CFR Sections 92.205 and 92.206 . Costs for development shall only

be for work approved by the City at the time of project set-up under the HOME-ARP Regulations or later approved in writing by the City if a modification of the scope of work is necessary. Any expenditure that is not authorized by this Agreement or is found to be ineligible under the HOME-ARP Regulations shall be disallowed, and funds relating to such expenditure must be returned to the City within thirty (30) days of discovery by the City or Grantee.

- b. The Project shall consist of floating residential units, as allowed pursuant to Section 92.252(j) of the HOME-ARP Regulations, with the units being occupied by HOME-ARP “Qualifying Populations” which include homeless; at-risk of homelessness; fleeing/attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; and greatest risk of housing instability, which is determined by HUD to be persons whose income is 30 percent or less of the area median income as determined by HUD and is experiencing severe cost burden, or persons whose income is 50 percent of the area median income as determined by HUD and meets one of the conditions of “At risk of homelessness” as defined in 24 CFR 91.5(iii) for the term of the Grant.
- c. Grantee intends to be the long-term owner of the Project and the property in fee simple absolute for rental to Qualifying Populations in accordance with Sections 92.252 and 92.300 of the HOME-ARP Regulations. Grantee therefore must demonstrate that it will be in sole charge of all aspects of the development process, including obtaining zoning, securing non-HOME-ARP financing, selecting architects, engineers, and general contractors, overseeing the progress of the work, and determining the reasonableness of costs, and compliance with all federal, state and local statutes, ordinances and regulations.
- d. The Scope of Work shall be completed in accordance with the time frame established by Section 92.205(e)(2) of the HOME-ARP Regulations, which requires completion of the Project within four (4) years from the commitment of funds, with the possibility of an additional one (1) year extension that may be approved by the City. Grantee agrees to begin construction within 12 months of the executed date of this Agreement.
- e. If the Scope of Work includes Supportive Services, Grantee acknowledges the three categories included as such under HOME-ARP and will comply with all associated regulations, codes and laws of the appropriate Scope of Work category:
  - i. McKinney-Vento Supportive Services: McKinney-Vento Supportive Services under HOME-ARP are adapted from the services listed in section 401(29) of McKinney-Vento;
  - ii. Homelessness Prevention Services: HOME-ARP Homelessness Prevention Services are adapted from eligible homelessness prevention services under the regulations at 24 CFR 576.102, 24 CFR 576.103, 24 CFR 576.105, and 24 CFR 576.106; and
  - iii. Housing Counseling Services: Housing counseling services under HOME-ARP are those consistent with the definition of housing counseling and housing

counseling services defined at 24 CFR 5.100 and 5.111, respectively, except where otherwise noted. The requirements at 24 CFR 5.111 state that any housing counseling, as defined in 24 CFR 5.100, required under or provided in connection with any program administered by HUD shall be provided only by organizations and counselors certified by the Secretary under 24 CFR part 214 to provide housing counseling, consistent with 12 U.S.C. 1701x.

HUD-approved Housing Counseling Agencies can be found on HUD's website at:  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/housing/sfh/hcc](http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/sfh/hcc).

Program requirements and administration under 24 CFR part 214 apply to the provision of HOME-ARP Housing Counseling supportive services except those provisions related to current homeowners do not apply.

- iv. If the Scope of Work includes Supportive Services, the requirements at 24 CFR 92.504 92.505 and 92 subpart H, apply.
- f. Grantee will comply with all applicable codes, regulations, and standards.
- g. Grantee will provide information and documentation to the City on the City's prescribed forms and this documentation shall include information regarding family size, race, ethnicity, type, and income information for all program participants.
- h. The Grantee will be responsible for administration of this contract and for monitoring the performance of all entities receiving HOME-ARP funds to ensure their compliance with the requirements of the HOME-ARP program, and to take appropriate remedial action when performance problems arise.
- i. Personnel assigned to scope of work includes:

NeighborWorks Great Falls  
 Sherrie Arey  
 509 1<sup>st</sup> Ave S,, Great Falls, MT 59401  
 406-216-3512  
 sarey@nwgf.org

## 7. AMOUNT OF GRANT AND BUDGET

- a. The total amount of HOME-ARP funds granted to Grantee by the City will not exceed \$872,505.45 (\$150,000 Supportive Services and \$722,505.45 Affordable Rental Housing). The City will have no obligation to pay for any project activities that exceed this grant amount.
- b. A copy of the Project Budget is included as Exhibit A to this Grant Agreement, and

by this reference is made a part of this Grant Agreement and binding upon Grantee.

- c. Budget adjustments in excess of \$1,000.00 must be approved in advance by the City. The Grantee must describe the rationale for a budget adjustment in writing to the City and is subject to City approval.

## 8. SPECIAL CONDITIONS

- a. Grant is contingent upon, and Grantee will not obligate or expend HUD or non-HUD funds for any activities provided for by this Grant Agreement until:
  - i. The City completes an Environmental Review Record(s) and issues a Notice to Proceed;
  - ii. Grantee provides documentation that the project is fully funded; and
  - iii. Successful completion of HOME-required Underwriting and Subsidy Layering Analysis conducted by the City.
- b. Grantee will comply with Federal requirements set forth in 24 CFR Part 5, subpart A which includes nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended, or ineligible contractors; and drug-free workplace.
- c. Grantee will comply with the project requirements found in 24 CFR 92.203, as applicable, in accordance with the type of project assisted.
- d. Grantee will adopt affirmative marketing and minority outreach procedures and requirements in accordance with 24 CFR 92.351 for HOME-ARP-assisted housing.
- e. Housing assisted with HOME-ARP funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, M and R of this title.
- f. Grantee will require that all housing assisted with HOME-ARP funds meet affordability requirements set forth in 24 CFR 92.252 and will require the repayment of any HOME-ARP funds disbursed for a project if the assisted housing unit does not meet the affordability requirements for the specified time period. The period of affordability can be up to 20 years as defined in federal regulations, after the final payment has been made. The method to assure continued affordability for this project will be via deed restriction. Grantee shall execute a Trust Indenture, and other documentation to provide security to the City for the affordability requirement.
- g. Grantee will comply with the project requirements found in 24 CFR, Part 92,

Subpart F, as applicable, in accordance with the type of project assisted. Subpart F includes, but is not limited to, provisions dealing with minimum and maximum per-unit subsidy amounts; property standards; qualification as affordable housing; tenant protections and selection; converting rental units to homeownership units for existing tenants; faith-based activities; and elder cottage housing opportunity (ECHO) units.

The minimum per-unit subsidy is \$1,000. The maximum per-unit subsidy is based on the number of bedrooms in each unit.

- h. Grantee will carry out each activity in compliance with all Federal laws and regulations described in 24 CFR, Part 92.
- i. When applicable, Grantee will follow the provisions governing the use of HOME-ARP funds by religious organizations, as contained in 24 CFR §92.257.
- j. In all contracts with its subcontractors and subrecipients, Grantee will require all contract provisions, clauses and conditions as detailed in the applicable year's version of the *City of Great Falls Planning & Community Development Department – Policies and Procedures Manual*.

#### 9. PROCEDURE FOR DISBURSEMENT OF FUNDS

- a. The City will pay to Grantee funds available under this Grant Agreement upon City approval of Grantee's Request for Payment. The City will reimburse Grantee for approved, eligible and necessary expenses according to the documentation submitted by Grantee to support the expenditures. The City will not reimburse Grantee for any expenses not included in the approved budget or not clearly and accurately supported by Grantee's original application and/or any subsequent documentation. Any granted funds not expended by Grantee by June 30, 2025 will revert to the City and will be used to finance other HOME-ARP projects.
- b. The reimbursement of eligible costs incurred is contingent upon Grantee's completion of Section 8. SPECIAL CONDITIONS. In the event Grantee is unable to comply with the terms and the conditions of this Grant Agreement, any costs incurred will be Grantee's sole responsibility.
- c. If the actual total cost of completing the project is less than has been projected by Grantee in the Approved Budget Exhibit A, the City may, at its discretion, reduce the amount of HOME-ARP funds granted to Grantee under this Grant Agreement in proportion to the overall savings.
- d. If the City determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Grant Agreement, the City may revoke Grantee's authority to draw against the funds granted to Grantee under this Grant Agreement until the City and Grantee agree on a plan to remedy the deficiency.

## 10. NOTICE.

All notices, demands, and consents provided for in this Grant Agreement must be given in writing and shall be sent by U.S. Mail, hand-delivered, or emailed to the following:

The City's contact for all administrative and technical matters concerning this Grant Agreement is:

Planning & Community Development  
 Attn: CDBG Administrator  
 2 Park Dr. S., Room 112  
 Great Falls, MT 59401  
 406-455-8443

Grantee's contact for all administrative and technical matters concerning this Grant Agreement is:

NeighborWorks Great Falls  
 Sherrie Arey  
 509 1<sup>st</sup> Ave S., Great Falls, MT 59401  
 406-761-5861  
 sarey@nwgf.org

## 11. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by any contractor or subcontractor, subrecipient, agent, employee or assign, pursuant to this Grant Agreement are to be the property of both Grantee and the City. Both Grantee and the City shall have exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information relating thereto. No material produced in whole or part under this Grant Agreement may be copyrighted or patented in the United States or in any other country without the City's prior written approval.

## 12. ACCESS TO RECORDS AND PROJECT MONITORING

The Grantee will maintain reasonable records of its performance under this Agreement and will allow access to these records at any time during normal business hours by the City, and the U.S. Department of Housing and Urban Development. These records will be kept in the Grantee's office. Grantee's records must include:

- a. Program Records Required
  - i. Documentation of efforts to maximize private sector participation;

- ii. A full description of the program activity including program area, where investments are made and amounts of HOME funds budgeted, committed and expended;
  - iii. Documentation of the income of HOME beneficiaries; and
  - iv. Documentation of the procedures used to certify that the combination of federal assistance to the project is not any more than is necessary to provide affordable housing (layering) as directed by the City.
- b. Project Records Required:
- i. Documentation that each project meets applicable property standards;
  - ii. Copies of procurement scope for construction bids, and the contractor's agreement, bonds and insurance;
  - iii. Maintenance of client data demonstrating client eligibility for services provided, including but not limited to: income verification per 24 CFR 92.203, ethnic background and household size. The Grantee agrees to provide the City all non-duplicated client data; and
  - iv. Copies of the lease agreements.
- c. Other Federally Required Records - Data must be gathered to document compliance with the following:
- i. Equal opportunity and fair housing laws, Section 3 of the Housing Development Act;
  - ii. Attempts to utilize minority and female-owned businesses;
  - iii. Affirmative fair housing actions;
  - iv. Affirmative marketing procedures;
  - v. Relocation requirements;
  - vi. Resale/recapture restriction requirements;
  - vii. Lead-based paint standards;
  - viii. Conflict of interest provisions;
  - ix. Debarment and suspension checks;



- x. Flood insurance requirements;
- xi. Labor (Davis-Bacon) standards, if applicable; and
- xii. Special HOME requirements:
  - a. Project must be ready for occupancy within four years of the written grant agreement date;
  - b. Rental units must be occupied by HOME-ARP Qualifying Populations that are eligible tenants within 6 months of completion;
  - c. Data must be provided that can be used by the City to conduct an actual project analysis of capacity, cash flow and financial soundness of the developer.
- d. Program Administration:
  - i. Copy of Grantee lease agreement;
  - ii. Cash Management Information (payment certifications, reports, etc.);
  - iii. Copies of the HOME-ARP Program written agreement and monitoring reviews;
  - iv. Records of audits, including those conducted in accordance with 2 CFR part 200, subpart F;
  - v. Any other pertinent information which the City requests; and
  - vi. Other records as may be required by state or federal law.

Generally, the records described above must be retained for a period of five years after project closeout. The records regarding project requirements that apply for the duration of the period of affordability, as well as the written agreement and monitoring reports, must be retained for at least five years after the required period of affordability. If any litigation, claim negotiation, audit or other action has been commenced before the expiration of the regular five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular period, whichever is later.

Access to the records described above and all other documentation relating to the program is governed by all applicable state and federal laws as they pertain to disclosure of information to the public and to the individual's right of privacy. Client information that might be utilized for identity theft including Social

Security numbers, bank account numbers, and personally identifying information shall be kept secure and confidential by the Grantee and that the Grantee complies with the requirements of , subpart H of The U.S. Department of Housing and Urban Development Community Planning and Development, Notice CPD-21-10 (hereafter Notice CPD-21-10).

### 13. PROJECT PROGRESS REPORTING AND MONITORING

- a. During the term of this Grant Agreement, Grantee will submit a Project Progress Report to City during each quarter for the periods ending September, December, March, and June. This report will describe the status of the project with respect to each implementation objective including, at a minimum, the percentage of the project which has been completed, costs incurred, funds remaining, anticipated completion date, and accomplishment data required by HUD. The report must also describe any significant problems encountered and any necessary modification of the project scope or implementation schedule that is being requested.
- b. Grantee will submit the Project Progress Report to City within 15 days of the close of each quarter. The City will not process claims for payment until the required quarterly report has been submitted to and approved by City. Project Progress Reports submitted during a quarter in conjunction with a Request for Payment will satisfy the quarterly progress-reporting requirement.
- c. In order for the City to close out this Program Agreement and remit final payment, Grantee must complete all required reporting.
- d. Upon completion of construction the Grantee shall file with the City an annual report no later than 120 days following the end of each calendar year through the entirety of the affordability period. The report shall contain a certification by Grantee as to such information as the City may then require including, but not limited to, the following:
  - i. The substantial physical defects in the Project, including a description of any major repair or maintenance work undertaken or needed in the previous and current fiscal years. Such statement shall describe what steps Grantee has taken in order to maintain the Project in a safe and sanitary condition in accordance with applicable housing and building codes;
  - ii. The occupancy of the Project including with respect to the HOME-ARP-assisted units;
  - iii. the verified income of each current household;
  - iv. the current rent charged each household and whether these rents include utilities;

- v. A summary of the information received from the recertification of tenants' incomes; and
  - vi. Other information reasonably required by the City or HUD.
- e. At a minimum, City shall be entitled to conduct completion inspections, ongoing periodic inspections, and annual inspections of the HOME-ARP funded units in accordance with the requirements of Section 92.504(d) of the HOME-ARP Regulations.
  - f. The City may request any other information that it deems necessary to monitor compliance with requirements set forth in this Agreement. Such information shall be promptly provided by Grantee.

#### 14. NON-DISCRIMINATION

All hiring shall be on the basis of merit and qualification and there shall be no discrimination against any person on the basis of race; ancestry; color; physical or mental disability; religion; national origin; sex; age; marital or familial status; creed; ex-offender status; physical condition; political belief; public assistance status; sexual orientation, or gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications.

#### 15. AFFIRMATIVE ACTION POLICY

- a. W/MBE  
The Grantee will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Funding Agreement.
- b. Access to Records  
The Grantee shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulation and provisions stated herein.
- c. EEO/AA Statement  
The Grantee will, in all solicitations or advertisements for employees and/or contractors placed by or on behalf of the Grantee; state that it is an Equal Opportunity Employer.
- d. Subcontract Provisions  
The Grantee will include the provisions of the above paragraphs regarding Civil Rights in every subcontract so that such provisions will be binding upon each of its own subcontractors.

## 16. AVOIDANCE OF CONFLICT OF INTEREST

Grantee will comply with the provisions of the applicable HUD regulations of 24 CFR 92.356 and with MCA Sections 2-2-121, 2-2-201, and 7-5-4109, (as applicable) regarding the avoidance of conflict of interest. Grantee must maintain written standards of conduct covering the conflicts of interest and organizational conflicts of interest requirements 2 CFR 200.318. The written standards of conduct must also provide for internal controls and procedures to require a fair and open selection process for awarding HOME-ARP funds pursuant to this HOME-ARP Notice CPD-21-10, as amended. These standards must include provisions on if and how Continuum of Care board members may participate in and/or influence discussions or resulting decisions concerning the competition or selection of an award or other financial benefits made pursuant to the HOME-ARP Notice CPD-21-10, including internal controls on when funds may be awarded to the organization that the member represents. Exceptions shall be considered under the processes set forth in Notice CPD-21-10.

## 17. MODIFICATION OF GRANT AGREEMENT

This Grant Agreement, together with all referenced and incorporated attachments, 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 or authorized by this written Grant Agreement, are valid or binding. This Grant Agreement may not be enlarged, modified, or altered except upon mutual written agreement of the parties, except for amendments made by the City pursuant to Section 22 of this Grant Agreement. Grantee accepts responsibility for the adherence to the terms of this Grant Agreement by all officers, employees, agents, assigns, and subcontractor or subrecipient entities and by all public or private agents or agencies to which it delegates authority to carry out portions of this Grant Agreement, or the activities contemplated by this Agreement.

## 18. INDEMNIFICATION

- a. The Grantee waives any and all claims and recourse against the City of Great Falls, including the right of contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incidental to the Grantee's or any subrecipient's performance of this Contract.
- b. The Grantee shall indemnify and hold harmless the City of Great Falls and its agents and employees from and against all claims, damages, losses and expenses, sanctions, and/or penalties, including attorney fees, arising out of, or resulting from, the performance of the work, provided that any such claim, damage, loss, or expense which is:
  - i. attributable to bodily injury, sickness, disease or death or to damage or destruction of tangible property, other than the work itself, including the loss and use resulting therefrom;

- ii. caused in whole or in part by any negligent act or omission of the contractor(s), and subcontractor(s), or anyone directly or indirectly employed by any one of them or anyone else, for whose acts any of them may be liable, regardless whether or not is caused in part or by party indemnified hereunder; and
- iii. caused in whole or in part by its failure to adhere to the terms of this contract.

### 19. WORKERS' COMPENSATION AND LIABILITY INSURANCE COVERAGE

a. Grantee shall purchase and maintain insurance coverage as set forth below. The insurance policy must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured and be written on a "primary—noncontributory basis." Grantee 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 Grantee, 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 acts or omissions 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 the Agreement. All insurance policies 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 Grantee, City, and all other additional insured to whom a certificate of insurance has been issued. All insurance documentation shall be in a form acceptable to the City.

b. Insurance Coverage at least in the following amounts is required:

|   |   |
|---|---|
| iv. Commercial General Liability<br>(bodily injury and property damage) | \$1,000,000 per occurrence<br>\$2,000,000 aggregate |
| v. Automobile Liability<br>limit  | \$1,000,000 combined single<br>limit                |
| vi. Workers' Compensation   | Not less than statutory limits                      |
| vii. Employers' Liability   | \$1,000,000   |

### 20. GRANT AGREEMENT AMENDMENT

a. Grantee may request that this Grant Agreement be amended. The requested

amendment will only be allowed upon a clear showing/demonstration by Grantee that the amendment is justified and will enhance the overall impact of the original project. City will consider each individual amendment request to determine whether the amendment is substantial enough to necessitate reevaluating the project's original ranking.

- b. City will not approve amendments to the scope of work or the budget that will affect high priority activities or improvements that would materially alter the circumstances under which the grant was originally ranked.
- c. No amendment to the Grant Agreement will occur unless the amendment is set forth in writing and signed by the City and Grantee.

## 21. PROPERTY MANAGEMENT AND LEASING

- a. Title to real property or equipment acquired using funds from a grant or subgrant will vest upon acquisition by Grantee or subgrantee. Grantee or subgrantee will use, manage, and dispose of this property or equipment in accordance with the requirements set out in 2 CFR 200, 24 CFR 92.504 and 24 CFR 92.251 et seq.
- b. Initial Occupancy. Pursuant to Section 92.252 of the HOME-ARP regulations, if any of the HOME-ARP-assisted units in the Project are not occupied by households that are eligible tenants within six (6) months of Project Completion, Grantee shall submit to City marketing information and a marketing plan. The City will require Grantee to repay the HOME-ARP funds invested in any housing unit that has not been initially rented or leased to eligible tenants within eighteen (18) months after the date of Project Completion.
- c. Income Determinations for Tenants. Grantee or Grantee's agent shall make income determinations to assess a prospective tenant's eligibility to occupy a HOME-ARP funded unit in accordance with Section 92.203 of the HOME-ARP regulations.
- d. Rental Agreement.
  - viii. Leases of HOME-ARP-assisted units must comply with Section 92.253 of the HOME-ARP Regulations, as summarized below:
    - ix. There must be a written lease between the tenant and Grantee or Grantee's agent for rental housing assisted with HOME-ARP funds that is for a period of not less than one year, unless by mutual agreement between tenant and grantee a shorter period is specified.
    - x. Any termination of tenancy or refusal to renew a lease must be preceded by thirty (30) days written notice specifying the grounds for the action by the Grantee. Grantee shall not terminate the tenancy or refuse to renew

the lease of a tenant except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; or for other good cause. Any termination or refusal to renew a lease by Grantee's service upon the tenant of a written notice shall be in compliance with State law and tax credit regulations and specify the grounds for the action.

- xi. Leases may not contain the following prohibitive clauses:
  - a. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of Grantee or Grantee's agent in a lawsuit brought in connection with the lease;
  - b. Agreement by the tenant that Grantee may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. Grantee may dispose of this personal property in accordance with State law;
  - c. Agreement by the tenant not to hold Grantee or Grantee's agents legally responsible for any action or failure to act, whether intentional or negligent;
  - d. Agreement of the tenant that Grantee or Grantee's agent may institute a lawsuit without notice to the tenant;
  - e. Agreement by the tenant that Grantee or Grantee's agent may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
  - f. Agreement by the tenant to waive any right to a trial by jury;
  - g. Agreement by the tenant to waive tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;
  - h. Agreement by the tenant to pay attorneys' fees or other legal costs even if the tenant wins in a court proceeding by the Grantee against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses; or
  - i. Agreement by the tenant to accept supportive services that are offered.

- b. Property Standards and Management of HOME-ARP-Assisted Units. Grantee must maintain the Project in compliance with all applicable housing quality standards consistent with Section 92.251 of the HOME-ARP Regulations and local code requirements for the duration of this and the Regulatory Agreement.
- c. Occupancy Procedures. Grantee or Grantee's agent must comply with the affirmative marketing requirements established by Section 92.351 of the HOME-ARP Regulations:
- xii. Limit HOME-ARP units to HOME-ARP qualifying populations which include homeless; at-risk of homelessness; fleeing/attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; and greatest risk of housing instability, which is determined by HUD to be persons whose income is 30 percent or less of the area median income as determined by HUD and is experiencing severe cost burden, or persons whose income is 50 percent of the area median income as determined by HUD and meets one of the conditions of "At risk of homelessness" as defined in 24 CFR 91.5(iii);
  - xiii. Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease; and
  - xiv. Provide for:
    1. The selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and
    2. The prompt written notification to any rejected applicant of the grounds for any rejection.
- d. Grantee Occupancy. Grantee or its officers, employees, agents, elected or appointed officials, consultants of Grantee, or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the Grantee, may not occupy the HOME-ARP funded units during the required period of affordability. This provision does not apply to an employee or agent of the Grantee who occupies a housing unit as the Project manager or maintenance worker. Upon written request of Grantee, the City may grant an exception this provision on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME-ARP program and the effective and efficient administration of Grantee's Project. In determining whether to grant a requested exception, the City shall consider the following factors:
- xv. Whether the person receiving the benefit is a member of a group or class



of low-income persons intended to be the beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class; and

- xvi. Whether the person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted housing in question;
  - xvii. Whether the tenant protection requirements of Section 92.253 of the HOME-ARP Regulations are being observed;
  - xviii. Whether the affirmative marketing requirements of Section 92.351 of the HOME-ARP Regulations are being observed and followed; and
  - xix. Any other factor relevant to the participating jurisdiction's determination, including the timing of the requested exception.
- e. Soft Costs to Beneficiaries. Grantee or Grantee's agent shall not charge those servicing, origination, or other fees for the purpose of covering costs related to carrying out the Project to the tenant as required by and as identified in Section 92.206(d)(6) and Section 92.214(b) of the HOME-ARP Regulations. Grantee or Grantee's agent may charge nominal application fees so long as it is appropriate to the type of application and does not create an undue impediment to a prospective tenant's participation in the City's HOME-ARP Program. Grantee or Grantee's agent shall not charge fees that are not customarily charged in rental housing (e.g., laundry room access fees), except that Grantee or Grantee's agent may charge parking fees to tenants only if such fees are customary for rental housing projects in the neighborhood fees for services such as bus transportation or meals, as long as the services are voluntary, and fees are charged for services provided.
- f. Security Deposits. Any security deposits collected by Grantee or Grantee's agent shall be kept separate and apart from all other funds of the Project in a trust account with a depository insured by the Federal Deposit Insurance Corporation, or other comparable federal deposit insurance program, and shall be held and disbursed in accordance with Montana law. The balance of such amount shall at all times equal or exceed the aggregate of all outstanding obligations under said account, plus accrued interest thereon.
- g. Hazard and Liability Insurance. Grantee shall at all times cause the Project to be insured against loss by fire, flood, and such other hazards, casualties, liabilities and contingencies, and in such amounts and for such periods as are reasonably acceptable to the City. All insurance policies and renewals thereof shall be issued by a carrier and in a form acceptable to the City. Property insurance policies shall name the City as an additional insured, as approved by the City.

## 22. TERMINATION OF GRANT AGREEMENT

This Grant Agreement may be terminated as follows:

- a. **Termination or Modification Due to Loss of Funding.** If, for any reason, the federal financial resources required by the City to fund Grantee's project are withdrawn by the federal government, the City may unilaterally terminate or modify the terms of this Grant Agreement to reflect the loss of funding. If a termination or modification is required, the City will, to the extent permitted by available HOME-ARP funds, compensate Grantee for eligible work elements Grantee has completed and for actual, necessary and eligible expenses incurred by Grantee as of the revised termination date. The City will give Grantee written notice of the effective date of the modification or termination of this Grant Agreement and, if a reduction in funding is required, will provide Grantee with a modified project budget.
- b. **Termination Due to Noncompliance with Grant Agreement Terms.** If City determines that Grantee has failed to comply with the general terms and conditions of this Grant Agreement, the project schedule, or any special conditions, and if upon written notification of the defect Grantee does not remedy the deficiency within a reasonable period to be specified in the written notice, the City may terminate this Grant Agreement in whole or in part at any time before the date of completion. The City will promptly notify Grantee in writing of the decision to terminate, the reasons for the termination, and the effective date of the termination.
- c. **Termination Due to Adverse Environmental Impact.** This Grant Agreement will terminate at the conclusion of the environmental review process if Grantee or the City determines that the project would have a significant adverse impact on the quality of the human environment and that this impact cannot be avoided or sufficiently mitigated by reasonable, cost-effective means.
- d. **Effect of Termination.** In the event of termination due to Grantee's failure to comply with the terms of this Grant Agreement or the project's adverse environmental impact, any costs incurred will be the responsibility of Grantee. However, at its discretion, the City may approve requests by Grantee for reimbursement of expenses incurred. The City's decision to authorize payment of these costs or to recover expended HOME funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of Grantee to comply with the terms of this Grant Agreement and on whether any failure to comply with the terms of this Grant Agreement was the result of circumstances beyond Grantee's control.

## 23. WAIVER

The waiver of any of the terms and conditions of this Grant Agreement on any occasion or occasions is not to be deemed as a waiver of those terms and conditions on any future occasion.

24. SEVERABILITY

If any section, subsection, sentence, clause, phrase or word of this Grant Agreement is for any reason held to be invalid, illegal, or unenforceable, such decision shall not affect the validity of the remaining portions of this Grant Agreement.

25. SUCCESSORS AND ASSIGNS

This Grant Agreement inures to the benefit of and constitutes a binding obligation on Grantee and their respective successors and assigns. Grantee may not assign this Grant Agreement or any of its duties hereunder without the prior written consent of the City.

APPROVED BY:  
THE CITY OF GREAT FALLS

\_\_\_\_\_ \*subject to City Commission approval  
Gregory T. Doyon, City Manager

DATE: \_\_\_\_\_

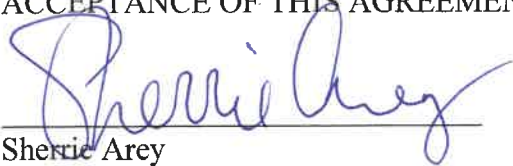
ATTEST:

\_\_\_\_\_ (Seal of the City)  
Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT

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

ACCEPTANCE OF THIS AGREEMENT BY THE GRANTEE – NeighborWorks Great Falls.



A handwritten signature in blue ink, appearing to read "Sherrie Arey", is written over a horizontal line.

Sherrie Arey

**CITY OF GREAT FALLS**  
**2022/2023 HOME Investment Partnerships Program Agreement**  
**BY AND BETWEEN**  
**THE CITY OF GREAT FALLS, MONTANA, AND**  
**NeighborWorks Great Falls**

**NeighborWorks Great Falls**, hereinafter referred to as the Grantee, hereby enters into this Agreement with the Planning and Community Development Department of the City of Great Falls, a Municipal Corporation of the State of Montana, hereinafter referred to as the City on this **16th** day of **May, 2023**.

**RECITALS (HOME)**

- A. The HOME Investment Partnerships Program, hereinafter referred to as HOME, 24 CFR, Part 92; and Title II of the Housing and Community Development Act of 1992, as amended, Public Law 102-550 (H.R. 5334), October 28, 1992. The Home Investment Partnerships (HOME) Program was created by the National Affordable Housing Act of 1990. The objectives of the HOME Program are to provide decent affordable housing to lower-income households, expand the capacity of non-profit housing providers, strengthen the ability of state and local governments to provide housing, and leverage private-sector participation.
- B. The City of Great Falls is a Participating Jurisdiction in the HOME Program, and has received an allocation of HOME funds to be administered by the City in furtherance of the HOME Program objectives.
- C. The City of Great Falls utilizes a competitive grant application process to determine how to allocate and spend the HOME funds granted to the City.
- D. Grantee has submitted an application for HOME funds.

Now therefore, based on the Recitals above, Grantee and the City agree to the following terms:

**1. PURPOSE OF GRANT AGREEMENT AND TRUST INDENTURE**

- a. The purpose of this Grant Agreement is to provide funding for project activities approved by the City under the U.S. Department of Housing and Urban Development (HUD) Home Investment Partnerships Program (HOME). The terms, obligations and requirements that Grantee needs to perform in exchange for this grant of funding are set forth in this Grant Agreement, and upon execution of this Grant Agreement, are binding on all parties.

**2. APPLICATION INCORPORATED BY REFERENCE**

Grantee’s application for HOME assistance is incorporated into this Grant Agreement by this reference and the representations made in the application are binding upon the Grantee. If Grantee undertakes activities not represented in the application, this Grant Agreement may be subject to termination pursuant to the terms of Section 22 of this Grant Agreement.

### 3. ACCEPTANCE OF HOME PROGRAM REQUIREMENTS

- a. By accepting a grant of HOME funds, Grantee agrees to comply with all laws, rules and regulations related to the HOME program. Grantee will comply with all applicable parts of Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended; the applicable Department of Housing and Urban Development (HUD) regulations in 24 CFR Part 92, as now in effect or as they may be amended during the term of this Grant Agreement; all requirements established by the City, including the applicable version of the *City of Great Falls Planning & Community Development Department Policies and Procedures Manual*; applicable State and federal laws, regulations, administrative directives and procedures; and local ordinances and resolutions.
- b. Grantee agrees that all contracts entered into by Grantee for the completion of the activities described in Section 6, "Scope of Activities," of this Grant Agreement will contain special provisions requiring contractors to comply with all applicable requirements, as outlined in the applicable version of the *City of Great Falls Planning & Community Development Department Policies and Procedures Manual*.
- c. Grantee agrees that 100% of HOME funds will be used to benefit low- and very low-income households, as defined annually by the Department of Housing and Urban Development. No households will be served whose annual income is greater than eighty (80) percent of Great Falls' area median income. The City of Great Falls requires that all housing projects assisted with HOME funds continue to serve these households for a minimum period of affordability. The minimum period of affordability for this project is **15** years. Grantee expressly agrees to comply with this affordability period requirement. Grantee acknowledges and agrees that the City will require Grantee to follow the recapture provisions for this project if Grantee does not meet the low-to-moderate income service requirements as specified.

### 4. ADMINISTRATION

The City of Great Falls shall administer this grant. Any reference to the City indicates an administrative function to be performed by City staff.

### 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- a. This Contract takes effect on **May 16, 2023** and will be in effect for the "period of affordability".
- b. Project construction must begin within twelve (12) months of the signing of this contract and substantial completion of the project construction must be obtained no later than June 30,

2025, unless the time for performance is extended by the City in writing. The Grantee shall adhere to all Project completion and occupancy milestones set forth in the approved Performance Schedule, attached to this Agreement as Exhibit B. If an extension is needed a formal request must be submitted to the City no later than 30 days prior to the original date of completion. Time is of the essence in this Agreement. Failure of the Grantee to perform in a timely fashion may result in termination of this Agreement and denial and/or required repayment of HOME funds. The activities to be performed by Grantee will be completed according to the Performance Schedule included as Exhibit B to this Grant Agreement, which by this reference is made a part of this Grant Agreement.

## 6. SCOPE OF ACTIVITIES

The allocation of HOME funds granted to Grantee by the City must be utilized to achieve the identified list of activities set forth in Grantee's application for HOME grant assistance. By accepting the grant of HOME funds, Grantee agrees to perform all activities identified in its HOME application. The activities to be performed by Grantee will be completed according to the Performance Schedule proposed by Grantee in its application and included as Exhibit B to this Grant Agreement, which by this reference is made a part of this Grant Agreement. The major components of the approved project activities include, but are not limited to:

- a. **The Baatz Block Apartments rehabilitation to provide permanent supportive housing units to low to moderate income renters** located at **400 2<sup>nd</sup> Ave S**, Great Falls, MT, which will be rented to low-to-moderate income households earning at or below 80% of the Area Median Income as determined by HUD. There will be 8 units designated as "floating" HOME assisted units. This funding agreement serves as a development subsidy and is limited to construction costs only.
- b. Grantee will comply with all applicable codes, regulations, and standards.
- c. Grantee will provide information and documentation to the City of Great Falls on prescribed forms and this documentation shall include information regarding family size, race, ethnicity, type, and income information for all program participants.
- d. The Grantee will be responsible for administration of this contract and for monitoring the performance of all entities receiving HOME funds to ensure their compliance with the requirements of the HOME program, and to take appropriate remedial action when performance problems arise.
- e. Personnel assigned to scope of work includes:

**NeighborWorks Great Falls**  
**Sherrie Arey**

**509 1<sup>st</sup> Ave S, Great Falls, MT 59401**  
**406-761-5861**  
**sarey@nwgf.org**

## 7. AMOUNT OF GRANT AND BUDGET

- a. The total amount of HOME funds granted to Grantee by the City will not exceed **\$1,277,495**. The City will have no obligation to pay for any project activities that exceed this grant amount.
- b. The Grantee will provide a match contribution in an eligible form of matching contribution as defined in 24 CFR § 92.220.
- c. A copy of the Project Budget is included as Exhibit A to this Grant Agreement, and by this reference is made a part of this Grant Agreement and binding upon Grantee.
- d. Budget adjustments in excess of \$1,000.00 must be approved in advance by the City. The Grantee must describe the rationale for a budget adjustment in writing to the City and is subject to City approval.

## 8. SPECIAL CONDITIONS

- a. Grantee will not obligate or expend HUD or non-HUD funds for any activities provided for by this Grant Agreement until:
  - i. The City completes an Environmental Review Record(s) and issues a Notice to Proceed;
  - ii. CHDO Proceeds/Program Income must comply with the most current Program Income Plan for NeighborWorks Great Falls.
  - iii. Grant is contingent upon documentation that the project is fully funded; and
  - iv. Grant is contingent upon successful completion of HOME-required Underwriting and Subsidy Layering Analysis conducted by the City; and
- b. Grantee is required to provide matching funds for this project totaling at least 25% of the City's HOME investment. Matching contributions must be an eligible form of matching contribution as defined in 24 CFR §92.220. Match provided shall be reported in quarterly reports.
- c. Grantee will comply with Federal requirements set forth in 24 CFR Part 5, subpart A which includes nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended, or ineligible contractors; and drug-free workplace.



- d. Grantee will comply with the project requirements found in 24 CFR, Part 92.203, as applicable, in accordance with the type of project assisted.
- e. Grantee will adopt affirmative marketing and minority outreach procedures and requirements in accordance with 24 CFR §92.351 for HOME-assisted housing.
- f. Housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, M and R of this title.
- g. Grantee will require that all housing assisted with HOME funds meet affordability requirements set forth in 24 CFR §92.252 and will require the repayment of any HOME funds disbursed for a project if the assisted housing unit does not meet the affordability requirements for the specified time period. The period of affordability can be up to 20 years as defined in federal regulations, after the final payment has been made. The method to assure continued affordability for this project will be the deed restriction. Grantee shall execute a Trust Indenture to provide security to the City for the affordability requirement.
- h. Grantee will comply with the project requirements found in 24 CFR, Part 92, Subpart F, as applicable, in accordance with the type of project assisted. Subpart F includes, but is not limited to, provisions dealing with minimum and maximum per-unit subsidy amounts; property standards; qualification as affordable housing; tenant protections and selection; converting rental units to homeownership units for existing tenants; faith-based activities; and elder cottage housing opportunity (ECHO) units.

The minimum per-unit subsidy is \$1,000. The maximum per-unit subsidy is based on the number of bedrooms in each unit.

- i. Grantee will carry out each activity in compliance with all Federal laws and regulations described in 24 CFR, Part 92.
- j. When applicable, Grantee will follow the provisions governing the use of HOME funds by religious organizations, as contained in 24 CFR §92.257.
- k. In all contracts with its subcontractors and subrecipients, Grantee will require all contract provisions, clauses and conditions as detailed in the applicable year's version of the *City of Great Falls Planning & Community Development Department – Policies and Procedures Manual*.

## 9. PROCEDURE FOR DISBURSEMENT OF FUNDS

- a. The City will pay to Grantee funds available under this Grant Agreement upon City

approval of Grantee’s Request for Payment. The City will reimburse Grantee for approved, eligible and necessary expenses according to the documentation submitted by Grantee to support the expenditures. The City will not reimburse Grantee for any expenses not included in the approved budget or not clearly and accurately supported by Grantee’s original application and/or any subsequent documentation. Any granted funds not expended by Grantee by June 30, 2025 will revert to the City and will be used to finance other HOME projects.

- b. The reimbursement of eligible costs incurred is contingent upon Grantee’s completion of Section 8. SPECIAL CONDITIONS. In the event Grantee is unable to comply with the terms and the conditions of this Grant Agreement, any costs incurred will be Grantee’s sole responsibility.
- c. If the actual total cost of completing the project is less than has been projected by Grantee in the Approved Budget Exhibit A, the City may, at its discretion, reduce the amount of HOME funds granted to Grantee under this Grant Agreement in proportion to the overall savings.
- d. If the City determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Grant Agreement, the City may revoke Grantee’s authority to draw against the funds granted to Grantee under this Grant Agreement until the City and Grantee agree on a plan to remedy the deficiency.

10. NOTICE.

All notices, demands, and consents provided for in this Grant Agreement must be given in writing and shall be sent by U.S. Mail, hand-delivered, or emailed to the following:

The City’s contact for all administrative and technical matters concerning this Grant Agreement is:

Planning & Community Development  
 Attn: CDBG Administrator  
 2 Park Dr. S., Room 112  
 Great Falls, MT 59401  
 406-455-8443

Grantee’s contact for all administrative and technical matters concerning this Grant Agreement is:

**Planning and Community Development**  
**Attn: CDBG Administrator**  
**2 Park Drive South., Room 112**  
**Great Falls, MT 59401**  
**406-455-8443**

## 11. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by any contractor or subcontractor, subrecipient, agent, employee or assign, pursuant to this Grant Agreement are to be the property of both GRANTEE and the City. Both Grantee and the City shall have exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information relating thereto. No material produced in whole or part under this Grant Agreement may be copyrighted or patented in the United States or in any other country without the City's prior written approval.

## 12. ACCESS TO RECORDS AND PROJECT MONITORING

The Grantee will maintain reasonable records of its performance under this Agreement and will allow access to these records at any time during normal business hours by the City, and the U.S. Department of Housing and Urban Development. These records will be kept in the Grantee's office.

- a. Program Records Required
  - i. Documentation of efforts to maximize private sector participation;
  - ii. A full description of the program activity including program area, where investments are made and amounts of HOME funds budgeted, committed and expended;
  - iii. Documentation of the income of HOME beneficiaries; and
  - iv. Documentation of the procedures used to certify that the combination of federal assistance to the project is not any more than is necessary to provide affordable housing (layering) as directed by the City.
- b. Project Records Required:
  - i. Documentation that each project meets applicable property standards;
  - ii. Copies of procurement scope for construction bids, and the contractor's agreement, bonds and insurance;
  - iii. Maintenance of client data demonstrating client eligibility for services provided, including but not limited to: income verification per 24 CFR §92.203, ethnic background and household size. The Grantee agrees to provide the City all non-duplicated client data; and
  - iv. Copies of the buy-sell agreement, appraisal, closing papers, verification of assets, and deed of trust for each property sold.
- c. Other Federally Required Records - Data must be gathered to document

compliance with the following:

- i. Equal opportunity and fair housing laws, Section 3 of the Housing Development Act;
- ii. Attempts to utilize minority and female-owned businesses;
- iii. Affirmative fair housing actions;
- iv. Affirmative marketing procedures;
- v. Relocation requirements;
- vi. Resale/recapture restriction requirements;
- vii. Lead-based paint standards;
- viii. Conflict of interest provisions;
- ix. Debarment and suspension checks;
- x. Flood insurance requirements;
- xi. Labor (Davis-Bacon) standards, if applicable; and
- xii. Special HOME requirements:
  - a. Project must be ready for occupancy within four years of the written grant agreement date;
  - b. Homebuyer units must be sold to LMI Homebuyers within 9 months of completion;
  - c. Documentation that Grantee, as a CHDO, has employees for City HOME project file; and
  - d. Data must be provided that can be used by the City to conduct an actual project analysis of capacity, cash flow and financial soundness of the developer.
- d. Program Administration:
  - i. Copy of Grantee lease agreement;
  - ii. Cash Management Information (payment certifications, reports, etc.);

- iii. Copies of the HOME Program written agreement and monitoring reviews;
  - iv. Records of audits; and
  - v. Any other pertinent information which the City requests.
- e. Other records as may be required by state or federal law:

Generally, the records described above must be retained for a period of five (5) years after project closeout. The records regarding project requirements that apply for the duration of the period of affordability, as well as the written agreement and monitoring reports, must be retained for at least five (5) years after the required period of affordability. If any litigation, claim negotiation, audit or other action has been commenced before the expiration of the regular five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular period, whichever is later.

Access to the records described above and all other documentation relating to the program is governed by all applicable state and federal laws as they pertain to disclosure of information to the public and to the individual's right of privacy. Client information that might be utilized for identity theft including Social Security numbers, bank account numbers, and personal information shall be kept under lock and key by the Grantee.

### 13. PROJECT PROGRESS REPORTING

- a. During the term of this Grant Agreement, Grantee will submit a Project Progress Report to City during each quarter for the periods ending September, December, March, and June. This report will describe the status of the project with respect to each implementation objective including, at a minimum, the percentage of the project which has been completed, costs incurred, funds remaining, anticipated completion date, and accomplishment data required by HUD. The report must also describe any significant problems encountered and any necessary modification of the project scope or implementation schedule that is being requested.
- b. Grantee will submit the Project Progress Report to City within 15 days of the close of each quarter. The City will not process claims for payment until the required quarterly report has been submitted to and approved by City. Project Progress Reports submitted during a quarter in conjunction with a Request for Payment will satisfy the quarterly progress-reporting requirement.
- c. In order for the City to close out this Program Agreement and remit final payment, Grantee must complete all required reporting.

### 14. NON-DISCRIMINATION

All hiring shall be on the basis of merit and qualification and there shall be no discrimination against any person on the basis of race; ancestry; color; physical or mental disability; religion; national origin; sex; age; marital or familial status; creed; ex-offender status; physical condition; political belief; public assistance status; sexual orientation, or gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications.

#### 15. AFFIRMATIVE ACTION POLICY

a. W/MBE

The Grantee will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Funding Agreement.

b. Access to Records

The Grantee shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulation and provisions stated herein.

c. EEO/AA Statement

The Grantee will, in all solicitations or advertisements for employees and/or contractors placed by or on behalf of the Grantee; state that it is an Equal Opportunity Employer.

d. Subcontract Provisions

The Grantee will include the provisions of the above paragraphs regarding Civil Rights in every subcontract so that such provisions will be binding upon each of its own subcontractors.

#### 16. AVOIDANCE OF CONFLICT OF INTEREST

Grantee will comply with the provisions of the applicable HUD regulations of 24 CFR 92.356 and with sections 2-2-121, 2-2-201, and 7-5-4109, MCA, (as applicable) regarding the avoidance of conflict of interest.

#### 17. MODIFICATION OF GRANT AGREEMENT

This Grant Agreement, together with all referenced and incorporated attachments, 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 or authorized by this written Grant Agreement, are valid or binding. This Grant Agreement may not be enlarged, modified, or altered except upon mutual written agreement of the parties except for amendments made by the City pursuant to Section 23 of this Grant Agreement. Grantee accepts responsibility for the adherence to the terms of this Grant Agreement by all officers, employees, agents, assigns, and subcontractor

or subrecipient entities and by all public or private agents or agencies to which it delegates authority to carry out portions of this Grant Agreement.

## 18. INDEMNIFICATION

- a. The Grantee waives any and all claims and recourse against the City of Great Falls, including the right of contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incidental to the Grantee's or any subrecipient's performance of this Contract.
- b. The Grantee shall indemnify and hold harmless the City of Great Falls and its agents and employees from and against all claims, damages, losses and expenses, penalties including attorney fees arising out of, or resulting from, the performance of the work, provided that any such claim, damage, loss, or expense which is:
  - i. attributable to bodily injury, sickness, disease or death or to damage or destruction of tangible property, other than the work itself, including the loss and use resulting therefrom;
  - ii. caused in whole or in part by any negligent act or omission of the contractor(s), and subcontractor(s), or anyone directly or indirectly employed by any one of them or anyone else, for whose acts any of them may be liable, regardless whether or not is caused in part or by party indemnified hereunder; and,
  - iii. caused in whole or in part by its failure to adhere to the terms of this contract.

## 19. WORKERS' COMPENSATION AND LIABILITY INSURANCE COVERAGE

- a. Grantee shall purchase and maintain insurance coverage as set forth below. The insurance policy must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured and be written on a "primary—noncontributory basis." Grantee 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 Grantee, 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 acts or omissions 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 the Agreement. All insurance policies 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 Grantee, City, and all other additional insured to

whom a certificate of insurance has been issued. All insurance documentation shall be in a form acceptable to the City.

b. Insurance Coverage at least in the following amounts is required:

- |  |   |
|--|---|
| i. Commercial General Liability<br>(bodily injury and property damage) | \$1,000,000 per occurrence<br>\$2,000,000 aggregate |
| ii. Automobile Liability<br>limit                                      | \$1,000,000 combined single<br>limit                |
| iii. Workers' Compensation   | Not less than statutory limits                      |
| iv. Employers' Liability   | \$1,000,000   |

## 20. GRANT AGREEMENT AMENDMENT

- a. Grantee may request that this Grant Agreement be amended. The requested amendment will only be allowed upon a clear showing/demonstration by Grantee that the amendment is justified and will enhance the overall impact of the original project. City will consider each individual amendment request to determine whether the amendment is substantial enough to necessitate reevaluating the project's original ranking.
- b. City will not approve amendments to the scope of work or the budget that will affect high priority activities or improvements that would materially alter the circumstances under which the grant was originally ranked.
- c. No amendment to the Grant Agreement will occur unless the amendment is set forth in writing and signed by the City and Grantee.

## 21. PROPERTY MANAGEMENT AND LEASING

- a. Title to real property or equipment acquired using funds from a grant or subgrant will vest upon acquisition by Grantee or subgrantee. Grantee or subgrantee will use, manage, and dispose of this property or equipment in accordance with the requirements set out in 2 CFR 200, 24 CFR 92.504 and 24 CFR 92.251 et seq.
- b. Initial Occupancy. Pursuant to Section 92.252 of the HOME-ARP regulations, if any of the HOME- assisted units in the Project are not occupied by households that are eligible tenants within six (6) months of Project Completion, Grantee shall submit to City marketing information and a marketing plan. The City will require Grantee to repay the HOME funds invested in any housing unit that has not been initially rented or leased to eligible tenants within eighteen (18) months after the date of Project Completion.



- c. Income Determinations for Tenants. Grantee or Grantee's agent shall make income determinations to assess a prospective tenant's eligibility to occupy a HOME funded unit in accordance with Section 92.203 of the HOME regulations.
- d. Rental Agreement.
- i. Leases of HOME assisted units must comply with Section 92.253 of the HOME Regulations, as summarized below:
  - ii. There must be a written lease between the tenant and Grantee or Grantee's agent for rental housing assisted with HOME funds that is for a period of not less than one year, unless by mutual agreement between tenant and grantee a shorter period is specified.
  - iii. Any termination of tenancy or refusal to renew a lease must be preceded by thirty (30) days written notice specifying the grounds for the action by the Grantee. Grantee shall not terminate the tenancy or refuse to renew the lease of a tenant except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; or for other good cause. Any termination or refusal to renew a lease by Grantee's service upon the tenant of a written notice shall be in compliance with State law and tax credit regulations and specify the grounds for the action.
  - iv. Leases may not contain the following prohibitive clauses:
    - a. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of Grantee or Grantee's agent in a lawsuit brought in connection with the lease;
    - b. Agreement by the tenant that Grantee may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. Grantee may dispose of this personal property in accordance with State law;
    - c. Agreement by the tenant not to hold Grantee or Grantee's agents legally responsible for any action or failure to act, whether intentional or negligent;
    - d. Agreement of the tenant that Grantee or Grantee's agent may institute a lawsuit without notice to the tenant;
    - e. Agreement by the tenant that Grantee or Grantee's agent may evict the tenant or household members without instituting a civil court

proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

- f. Agreement by the tenant to waive any right to a trial by jury;
  - g. Agreement by the tenant to waive tenant’s right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;
  - h. Agreement by the tenant to pay attorneys’ fees or other legal costs even if the tenant wins in a court proceeding by the Grantee against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses; or
  - i. Agreement by the tenant to accept supportive services that are offered.
- e. Property Standards and Management of HOME Assisted Units. Grantee must maintain the Project in compliance with all applicable housing quality standards consistent with Section 92.251 of the HOME Regulations and local code requirements for the duration of this and the Regulatory Agreement.
- f. Occupancy Procedures. Grantee or Grantee’s agent must comply with the affirmative marketing requirements established by Section 92.351 of the HOME Regulations:
- i. Provide for:
    - 1. The selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and
    - 2. The prompt written notification to any rejected applicant of the grounds for any rejection.
- g. Grantee Occupancy. Grantee or its officers, employees, agents, elected or appointed officials, consultants of Grantee, or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the Grantee, may not occupy the HOME funded units during the required period of affordability. This provision does not apply to an employee or agent of the Grantee who occupies a housing unit as the Project manager or maintenance worker. Upon written request of Grantee, the City may grant an exception to this provision on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME program and the effective and efficient administration of Grantee's Project. In determining whether to grant a requested exception, the City shall consider the following

factors:

- i. Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class; and
  - ii. Whether the person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted housing in question;
  - iii. Whether the tenant protection requirements of Section 92.253 of the HOME Regulations are being observed;
  - iv. Whether the affirmative marketing requirements of Section 92.351 of the HOME Regulations are being observed and followed; and
  - v. Any other factor relevant to the participating jurisdiction's determination, including the timing of the requested exception.
- h. Soft Costs to Beneficiaries. Grantee or Grantee's agent shall not charge those servicing, origination, or other fees for the purpose of covering costs related to carrying out the Project to the tenant as required by and as identified in Section 92.206(d)(6) and Section 92.214(b) of the HOME Regulations. Grantee or Grantee's agent may charge nominal application fees so long as it is appropriate to the type of application and does not create an undue impediment to a prospective tenant's participation in the City's HOME Program. Grantee or Grantee's agent shall not charge fees that are not customarily charged in rental housing (e.g., laundry room access fees), except that Grantee or Grantee's agent may charge parking fees to tenants only if such fees are customary for rental housing projects in the neighborhood fees for services such as bus transportation or meals, as long as the services are voluntary, and fees are charged for services provided.
- i. Security Deposits. Any security deposits collected by Grantee or Grantee's agent shall be kept separate and apart from all other funds of the Project in a trust account with a depository insured by the Federal Deposit Insurance Corporation, or other comparable federal deposit insurance program, and shall be held and disbursed in accordance with Montana law. The balance of such amount shall at all times equal or exceed the aggregate of all outstanding obligations under said account, plus accrued interest thereon.
- j. Hazard and Liability Insurance. Grantee shall at all times cause the Project to be insured against loss by fire, flood, and such other hazards, casualties, liabilities and contingencies, and in such amounts and for such periods as are reasonably

acceptable to the City. All insurance policies and renewals thereof shall be issued by a carrier and in a form acceptable to the City. Property insurance policies shall name the City as an additional insured, as approved by the City.

## 22. TERMINATION OF GRANT AGREEMENT

This Grant Agreement may be terminated as follows:

- a. Termination or Modification Due to Loss of Funding. If, for any reason, the federal financial resources required by the City to fund Grantee's project are withdrawn by the federal government, the City may unilaterally terminate or modify the terms of this Grant Agreement to reflect the loss of funding. If a termination or modification is required, the City will, to the extent permitted by available HOME funds, compensate Grantee for eligible work elements Grantee has completed and for actual, necessary and eligible expenses incurred by Grantee as of the revised termination date. The City will give Grantee written notice of the effective date of the modification or termination of this Grant Agreement and, if a reduction in funding is required, will provide Grantee with a modified project budget.
- b. Termination Due to Noncompliance with Grant Agreement Terms. If City determines that Grantee has failed to comply with the general terms and conditions of this Grant Agreement, the project schedule, or any special conditions, and if upon written notification of the defect Grantee does not remedy the deficiency within a reasonable period to be specified in the written notice, the City may terminate this Grant Agreement in whole or in part at any time before the date of completion. The City will promptly notify Grantee in writing of the decision to terminate, the reasons for the termination, and the effective date of the termination.
- c. Termination Due to Adverse Environmental Impact. This Grant Agreement will terminate at the conclusion of the environmental review process if Grantee or the City determines that the project would have a significant adverse impact on the quality of the human environment and that this impact cannot be avoided or sufficiently mitigated by reasonable, cost-effective means.
- d. Effect of Termination. In the event of termination due to Grantee's failure to comply with the terms of this Grant Agreement or the project's adverse environmental impact, any costs incurred will be the responsibility of Grantee. However, at its discretion, the City may approve requests by Grantee for reimbursement of expenses incurred. The City's decision to authorize payment of these costs or to recover expended HOME funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of Grantee to comply with the terms of this Grant Agreement and on whether any failure to comply with the terms of this Grant Agreement was the result of circumstances beyond Grantee's control.

23. WAIVER

The waiver of any of the terms and conditions of this Grant Agreement on any occasion or occasions is not to be deemed as a waiver of those terms and conditions on any future occasion.

24. SEVERABILITY

If any section, subsection, sentence, clause, phrase or word of this Grant Agreement is for any reason held to be invalid, illegal, or unenforceable, such decision shall not affect the validity of the remaining portions of this Grant Agreement.

25. SUCCESSORS AND ASSIGNS

This Grant Agreement inures to the benefit of and constitutes a binding obligation on Grantee and their respective successors and assigns. Grantee may not assign this Grant Agreement or any of its duties hereunder without the prior written consent of the City.

APPROVED BY:  
THE CITY OF GREAT FALLS

\_\_\_\_\_ \*subject to City Commission approval  
Gregory T. Doyon, City Manager

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_ (Seal of the City)  
Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT

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

ACCEPTANCE OF THIS AGREEMENT BY THE GRANTEE – NeighborWorks Great Falls.



Sherrie Arey  
Sherrie Arey, Executive Director