



**City Commission Agenda**  
**Civic Center, 2 Park Drive South, Great Falls, MT**  
**Commission Chambers Room 206**  
**November 21, 2017**

**CALL TO ORDER 7:00 P.M.**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL/STAFF INTRODUCTIONS**

**AGENDA APPROVAL**

**PROCLAMATIONS**

Small Business Saturday

**PETITIONS AND COMMUNICATIONS**

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

1. Miscellaneous reports and announcements.

**NEIGHBORHOOD COUNCILS**

2. Miscellaneous reports and announcements from Neighborhood Councils.

**BOARDS AND COMMISSIONS**

3. Miscellaneous reports and announcements from Boards and Commissions.

**CITY MANAGER**

4. Miscellaneous reports and announcements from the 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.*

5. Minutes, November 7, 2017, City Commission Meeting.
6. Total Expenditures of \$4,225,030 for the period of October 14, 2017 through November 8, 2017, to include claims over \$5,000, in the amount of \$3,923,888.
7. Contracts List.
8. Grants List.
9. Approve final payment for the Beech Drive and Cherry Drive Water Main Replacement, in the amount of \$20,223.67 to Williams Civil Division, Inc. and \$204.28 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.

10. Approve final payment for the 13<sup>th</sup> Street South Reconstruction, in the amount of \$20,057.98 to United Materials of Great Falls, Inc. and \$202.61 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.
11. Approve a natural gas supply contract with EnergyWest.

**Action: Approve Consent Agenda as presented or remove items for separate discussion and/or vote**

## **PUBLIC HEARINGS**

### **OLD BUSINESS**

### **NEW BUSINESS**

12. Annexation Agreement Amendment pertaining to Lot 20A of the Amended Plat of the Amended Plat of Lot 20-20A, Block 17, Valley View Homes, Section Six, Great Falls, Cascade County, Montana.

*Action: Approve or not approve the Annexation Agreement Amendment. (Presented by Sara Sexe)*

## **ORDINANCES/RESOLUTIONS**

13. Ordinance 3179, Establishing and Reserving Titles 7, 11 and 14 Of The Official Code Of The City Of Great Falls (OCCGF).

*Action: Ord. 3179 on first reading and set second reading for December 5, 2017. (Presented by Sara Sexe)*

14. Resolution 10216, to Establish Golf Fees for Eagle Falls Golf Club and Anaconda Hills Golf Course.

*Action: Set or not set a public hearing on Res. 10216 for December 5, 2017. (Presented by Patty Rearden)*

## **CITY COMMISSION**

15. Miscellaneous reports and announcements from the City Commission.
16. Commission Initiatives.

## **ADJOURNMENT**

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



**Item:** November 7, 2017 - - City Commission Meeting Minutes

**From:** City Clerk's Office

**Presented By:** City Commission

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ATTACHMENTS:

- November 7, 2017 - - Commission Meeting Minutes

# JOURNAL OF COMMISSION PROCEEDINGS

November 7, 2017

Regular City Commission

Commission Chambers Room 206

**CALL TO ORDER 7:00 P.M.**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL/STAFF INTRODUCTIONS:** City Commission members present: Bob Kelly, Tracy Houck, Bill Bronson and Fred Burow. Commissioner Bob Jones was excused. Also present were City Manager Greg Doyon and Deputy City Manager Chuck Anderson; Deputy City Clerk Darcy Dea; Public Works Director Jim Rearden; Planning and Community Development Director Craig Raymond; Fiscal Services Director Melissa Kinzler; Fire Chief Steve Hester; City Attorney Sara Sexe; and, Police Captain Jeff Newton.

**AGENDA APPROVAL:** No changes were proposed by the City Manager or City Commission. The agenda was approved as submitted.

## **PETITIONS AND COMMUNICATIONS**

### **1. Miscellaneous reports and announcements.**

**Win Benson**, 1919 8th Avenue South, commented that there needs to be clarification with regard to Ordinance 2732 allowing the full exercise of the second amendment rights. Mr. Benson further commented that there needs to be adequate posting at all parks or properties affected by Ordinance 2732 indicating a gun free zone.

**Tammy Evans**, 4421 6th Avenue South, expressed concern to the response time of emergency personnel with regard to Ordinance 2732. She further commented that the Ordinance needs to be amended.

**Jennifer Grena**, 812 Grizzly Drive, discussed statistics with regard to women being more vulnerable to violent crimes. She further discussed the importance of being able to carry a concealed weapon with a permit.

**John Hubbard**, 615 7th Avenue South, commented that he did not understand the meaning of the Ordinances that were on the election ballot, and further expressed concern with regard to tax increases.

**Jeni Dodd**, 3245 8th Avenue North, commented there were some meeting minutes missing on the City website, and she discussed the lack of information available with regard to the Ordinance changes. She further opined that volunteering for Advisory Boards is pointless. With regard to the legality of carrying concealed weapons in City Parks, she commented that it should be codified.

**Brett Doney**, Great Falls Development Authority (GFDA), 300 Central Avenue, announced that the GFDA received a Community Development Block Grant Contract. Mr. Doney reported that the Metropolitan Statistical Area (MSA) ranked Great Falls 47th out of 388 metros in the United States in average hourly earnings amongst private employers. The Revitalization News has an article with

regard to West Bank Landing. Mr. Doney extended an invitation to attend Fire It Up on November 14 at the Celtic Cowboy. Mr. Doney reported that Eric Bergman is the Director for the new Food and Ag Development Center.

Mayor Kelly responded to Jenni Dodd's comments that information on the Ordinances was on the website, and further commented that the missing Commission Meeting Minutes from the website would be looked into.

City Attorney Sara Sexe explained that she looked into the legislative intent with regard to the exceptions for carrying concealed weapons in parks, and commented that clarification of the language in Ordinance 2732 needs to be addressed.

Mayor Kelly received clarification that currently it is legal to carry a concealed weapon in parks with a concealed weapon permit. Mayor Kelly commented that discussion with regard to the clarification of carrying concealed weapons should be held at a community forum after the new year.

Commissioner Burow expressed concern with regard to the importance of clarifying the language to Ordinance 2732 before the end of this year.

Mayor Kelly suggested that a variety of ideas be put together for the Commission to discuss at a work session after the new year in order for the new Commissioners to take part in the discussion.

Commissioner Bronson commented that he would like to hear from law enforcement with regard to citizens carrying firearms in public settings. Commissioner Bronson concurred with Mayor Kelly with regard to having this discussion in a community forum.

Commissioner Houck concurred with Mayor Kelly with regard to having a work session to discuss carrying concealed weapons.

## **NEIGHBORHOOD COUNCILS**

### **2. Miscellaneous reports and announcements from Neighborhood Councils.**

There were no miscellaneous reports and announcements from Neighborhood Council representatives.

## **BOARDS AND COMMISSIONS**

### **3. Miscellaneous reports and announcements from Boards and Commissions.**

**Joan Redeen**, Business Improvement District (BID), 100 1st Avenue North, expressed appreciation to City Staff for their efforts with regard to getting things done with the BID. She reported that the BID hosted the Montana Downtown Conference and that it was well attended. She announced that at the Montana Healthy Communities Conference, the pedlet program was recognized on a state level. She further reported that the BID is installing a new sound system downtown.

Commissioner Houck received clarification that the pedlet is a seasonal item that is removed in the winter due to snow removal and that it would be returned from May through October.

4. **Reappointments, Great Falls Planning Advisory Board.**

**Commissioner Bronson moved, seconded by Commissioner Houck, that the City Commission reappoint Patrick Sullivan and Peter Fontana to the Great Falls Planning Advisory Board for three-year terms beginning January 1, 2018 and ending on December 31, 2020.**

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

**Jeni Dodd**, 3245 8th Avenue North, expressed concern about transparency and vetting with regard to vague answers on the applications. She further expressed concern with regard to Planning Advisory Board member Patrick Sullivan's ability to be fair.

Mayor Kelly responded that the vetting of the applications takes place by the Planning Advisory Board in a public meeting before a recommendation comes to the Commission.

**Joan Redeen**, Business Improvement District (BID), 100 1st Avenue North, referred to Ms. Dodd's comment with regard to a vague BID application, and clarified that she is unaware of who applied to serve on the BID board.

**Patrick Sullivan**, 2912 2nd Avenue North, in response to Ms. Dodd, comment that he has too many experiences to list on the application for Boards and Commissions. Mr. Sullivan further discussed bullying issues.

There being no one further to address the Commission, Mayor Kelly called for the vote.

Motion Carried 4-0.

5. **Appointment, Mansfield Center for the Performing Arts Advisory Board.**

**Commissioner Houck moved, seconded by Commissioner Burow, that the City Commission appoint Nancy Clark for the remainder of a three year term through December 31, 2018, to the Mansfield Center for the Performing Arts Advisory Board.**

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

Commissioner Houck reported that the position was open for 11 months and that Nancy Clark's application was the only one received.

Mayor Kelly asked if there were any comments from the public. Hearing none, Mayor Kelly called for the vote.

Motion Carried 4-0.

6. **Reappointment and appointment, Parking Advisory Commission.**

**Commissioner Bronson moved, seconded by Commissioner Burow, that the City Commission remove reappointments to the Parking Advisory Commission from the table.**

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

Motion Carried 4-0.

**Commissioner Bronson moved, seconded by Commissioner Burow, that the City Commission reappoint William Mintsiveris to the Parking Advisory Commission for a three-year term through April 30, 2020 and appoint Jeff Patterson for the remainder of a three year term through April 30, 2020.**

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

Referring to postponing the appointments of Dave Snuggs and William Mintsiveris, Commissioner Bronson reported that there was discussion with Mr. Mintsiveris with regard to open meeting laws. Commissioner Bronson further reported that Mr. Snuggs had to step down due to health issues. Commissioner Bronson concluded that Mr. Patterson offers a new perspective as a downtown business owner.

Commissioner Houck commented that Mr. Snuggs had brought good ideas to the Parking Advisory Commission.

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

**Joan Redeen**, Business Improvement District (BID), 100 1st Avenue North, commented that she is cautiously optimistic with regard to the current makeup of the Parking Advisory Commission.

Commissioner Houck noted that Joan Redeen attends the Parking Advisory Commission meetings even though she is not a member.

Mayor Kelly expressed appreciation with regard to Mr. Snuggs' service on the Parking Advisory Commission.

There being no one further to address the Commission, Mayor Kelly called for the vote.

Motion Carried 4-0.

## **CITY MANAGER**

### **7. Miscellaneous reports and announcements from the City Manager.**

City Manager Greg Doyon announced that he and Deputy City Manager Chuck Anderson attended the International City Managers Association (ICMA).

Manager Doyon further announced that he had a discussion with regard to TIF's at the Montana Downtown Conference.

Manager Doyon reported that another request from the School District was declined with regard to utilizing a portion of Kranz Park for parking needs around Great Falls High School.

Manager Doyon announced that he and City Attorney Sara Sexe participated in an ACIR sponsored function with the delegation from Armenia.

KGPR radio provided awareness with regard to the requested changes to the Charter.

Manager Doyon further announced that he attended a State Emergency Response Commission meeting.

Training for Public Information Officers will be held on November 16 in preparation for a large scale exercise that the City will be hosting for Vigilant Guard in March, 2018.

Manager Doyon reported that there was a tax bill error in which the Commercial Street Assessment was missing, and that the County Treasurers office will be reissuing statements.

Shane Klippenes was awarded the Blankenship Training Officer of the Year through the Montana State Fire Chiefs Association (MSFCA). Eva McDunn from the Great Falls Public Library was awarded the 2017 Montana Notary of the Year.

## **CONSENT AGENDA**

8. Minutes, October 17, 2017, City Commission Meeting.
9. Total Expenditures of \$3,453,980 for the period of September 30, 2017 through October 25, 2017, to include claims over \$5,000, in the amount of \$2,792,858.
10. Contracts List.
11. Approve Final Payment for the 4th Avenue North Water Main Replacement, in the amount of \$47,949.47 to Williams Civil Division, Inc., and \$484.34 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments. **OF 1571.1**

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

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

Motion Carried 4-0.

## **PUBLIC HEARINGS**

12. **Ordinance 3173, Amend Title 9, Chapter 4, Section 010, Of The Official Code Of The City of Great Falls (OCCGF), Pertaining to Alcoholic Beverage Definitions.**

City Attorney Sara Sexe reported that Ordinance 3173 would amend Title 9, Chapter 4, Section 10 of the Official Code of the City of Great Falls (OCCGF). She explained that the definition of "wine" is incomplete and is inconsistent with the Montana Code Annotated (MCA), as well as with other provisions of the (OCCGF).



Mayor Kelly declared the public hearing open.

No one spoke in support of or in opposition to Ordinance 3173.

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

**Commissioner Houck moved, seconded by Commissioner Bronson, that the City Commission adopt Ordinance 3173.**

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

Motion Carried 4-0.

**13. Ordinance 3174, Amend Title 6, Chapter 1, Sections 010, 120, 130, And 250, Of The Official Code Of The City of Great Falls (OCCGF), Pertaining to Rabies Control and Unattended Animals In Vehicles.**

City Attorney Sara Sexe reported that after the adoption of Ordinance 3160, additional comments were requested by representatives of the City-County Health Department to make the Official Code of the City of Great Falls (OCCGF), Title 6 more consistent with the laws and regulations.

Mayor Kelly declared the public hearing open.

No one spoke in support of or in opposition to Ordinance 3174.

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

**Commissioner Bronson moved, seconded by Commissioner Burow, that the City Commission adopt Ordinance 3174.**

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

Commissioner Burow received clarification that the language with regard to feral cat would be stricken from the Ordinance.

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

Motion Carried 4-0.

**14. West Ridge Addition Phase VIII, previously known as Peretti Addition Tract 2, Preliminary Plat and Findings of Fact.**

Planning and Community Development Director Craig Raymond reported that the subject property is located along the northern edge of the City, north of 41st Avenue NE and west of 2<sup>nd</sup> Street NE, and consists of 4.91 acres.

The applicant is proposing to proceed with Phase VIII of West Ridge Addition which includes 2-unit townhomes as well as single family homes. This phase would create 18 lots for townhomes as well as dedicate part of Choteau Avenue Northeast and 2nd Street Northeast. The lots on the proposed preliminary plat for the western portion of Phase VIII would range in size from ±8,385 square feet to ±8,439 square feet. Phase VIII would also propose two single family lots that are approximately ±11,000 square feet to the east of 2nd Street Northeast.

Director Raymond explained that the proposed preliminary plat is consistent with the zoning which was recently amended by the City Commission to Planned Unit Development (PUD) in order to accommodate this mix of residential uses. As with the previous phases of West Ridge, the developer is required to construct the necessary infrastructure and utilities that will serve the development.

These improvements shall be installed at the owner's expense in accordance with the requirements of the Official Code of the City of Great Falls (OCCGF), the governing Improvement Agreement previously approved by the City Commission, and the developer.

Director Raymond further explained that the Owner proposes to connect Phase VIII of the subject property to existing City roadways by extending 2nd Street Northeast to the limits of Phase VIII and dedicating Choteau Avenue Northeast. Director Raymond explained that it is recommended that the west end of Choteau Avenue have a temporary, gravel-surfaced cul-de-sac turnaround installed.

A modified easement may be required from the owner of Thaniel Addition for the turnaround. Boulevard style sidewalks will be constructed along each lot frontage at the time of home construction, and will connect to a fully built out sidewalk network. The on-site improvements required for the development of the subject property shall be installed as shown on the final construction plans that are submitted to, and approved by the Public Works Department.

Director Raymond reported that the on-site improvements would include everything required to provide water, sanitary sewer, and stormwater management. The Improvement Agreement for West Ridge Addition, Phases VII – XI, outlines the Owner's permanent and temporary stormwater management requirements in sections 12.4 and 20.

The Owner has worked with Public Works and Planning and Community Development Departments and the developer of Thaniel Addition for the general location of a future regional stormwater management facility immediately north on an adjacent property. This facility would be designed and installed at a later date. The Owner will be required to provide temporary stormwater management facilities, as well as begin the installation of a piped storm drainage system. Director Raymond explained that the basis for decision to approve, conditionally approve, or deny a proposed subdivision is whether the subdivision application, preliminary plat, applicable environmental assessment, public hearing, planning board recommendations, or additional information demonstrate that development of the proposed subdivision meets the requirements of 76-3-608 Montana Code Annotated (MCA). The governing body shall issue written findings of fact that weigh the criteria in 76-3-608 (3), MCA.

Director Raymond pointed out that at the conclusion of a public hearing held on October 17, 2017, the Planning Advisory Board recommended the City Commission approve the Preliminary Plat of West Ridge Addition Phase VIII, subject to the fulfillment of the following Conditions of Approval:

1. General Code Compliance. The proposed project shall be developed consistent with the

conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.

2. Amended Plat. Provide an Amended Plat of the subject property which shall incorporate corrections of any errors or omissions noted by Staff.

3. Utilities. The final engineering drawings and specifications for public improvements for the subject property shall be submitted to the City Public Works Department for review and approval.

4. Land Use & Zoning. Except as provided herein, development of the property shall be consistent with allowed uses and specific development standards for this PUD Planned Unit Development district designation.

5. Subsequent modifications and additions. Director Raymond explained that after establishment of townhomes, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning Department shall determine in writing if such proposed change would alter the finding for one or more review criteria. If such proposed changes would alter a finding, the proposal shall be submitted for review as a new development application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.

Mayor Kelly declared the public hearing open.

No one spoke in support of or opposition to the Preliminary Plat of West Ridge Addition Phase VIII and accompanying Findings of Fact.

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

**Commissioner Burow moved, seconded by Commissioner Houck, that the City Commission approve the Preliminary Plat of West Ridge Addition Phase VIII and accompanying Findings of Fact subject to fulfillment of conditions stipulated by the Planning Advisory Board.**

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

Commissioner Houck received clarification that Public Works, Police, Park and Recreation, and Fire Departments were involved throughout the review and approval process for the project. Commissioner Houck further reported that the project was vetted by Neighborhood Council 3.

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

Motion Carried 4-0.

15. **Resolution 10208, Establish Sanitation Service Collection Rates effective December 1, 2017.**

Public Works Director Jim Rearden reported that the Commission was briefed at the October 17, 2017 work session on the sanitation division operations and proposed rates.

Director Rearden reviewed and discussed PowerPoint slides consisting of the City Sanitation Customer Base; Collection Systems Staffing; Sanitation Operating Costs Adopted for Fiscal Year

2017-2018; Landfill Costs & Tonnage; maintenance costs of new versus old sanitation trucks; previous residential rate increases; current statewide residential rates; as well as current Statewide Landfill Rates.

Fiscal Services Director Melissa Kinzler reported that in March, 2016, the City borrowed from intercap funds to replace six Sanitation trucks. Director Kinzler explained that borrowing requires the net revenues for each fiscal year of the sanitation fund be at least equal to 125 percent of the maximum principal in interest of that fund.

Director Kinzler further explained that as part of the annual audit, reviewing the coverage calculation and the preliminary numbers show that the City did not reach the 125 percent of net revenue. She reported that currently it is at about 112 percent, and explained that the 5 percent increase is estimated to bring City into compliance with the net revenue requirement of the borrowing.

Mayor Kelly declared the public hearing open.

No one spoke in support of Resolution 10208.

Speaking in opposition to Resolution 10208 was:

**John Hubbard**, 615 7th Avenue South, expressed concern with regard to the location of the landfill, as well as tax rate increases.

There being no one further to address the Commission, Mayor Kelly closed the public hearing and asked the will of the Commission.

**Commissioner Bronson moved, seconded by Commissioner Burow, that the City Commission adopt Resolution 10208 Establishing Sanitation Service Collection Rates.**

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

Commissioner Bronson commented that Public Works carefully analyses the Sanitation service, and mentioned that there have been some significant capital improvements. Commissioner Bronson further explained that since the landfill is owned by a private owner, that has an influence on the rates that the City has to charge.

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

Motion Carried 4-0.

**OLD BUSINESS**

**NEW BUSINESS**

**ORDINANCES/RESOLUTIONS**

16. **Resolution 10211, Approve placement of "Coins for a Cause" donation containers on downtown light poles.**

City Manager Greg Doyon reported that the City was approached by Alison Fried with the Business Improvement District (BID) to assist with expanding the Coins for Cause program Downtown.

Currently several local downtown businesses are participating in the program by having donation boxes and information available next to the cash registers inside their stores.

Manager Doyon explained that this would be a pilot program from December 2017 through May 2018. The BID is proposing to place up to eight collection boxes on the City Light poles in the 400-500 blocks of Central Avenue. The BID shall be responsible for any damage related to the installation or removal of the collection boxes. The collection boxes shall be removed by the BID no later than May 31, 2018, unless otherwise agreed to in writing and extended by the City Commission.

**Commissioner Burow moved, seconded by Commissioner Bronson, that the City Commission adopt Resolution 10211.**

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

Commissioner Burow received clarification with regard to the size of the donation boxes.

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

**Jeni Dodd**, 3245 8th Avenue North, expressed concern with regard to an increase of crime.

**Alison Fried**, Dragonfly Dry Goods, 504 Central Avenue, provided a Downtown Safety Alliance Goal Matrix handout. She explained that the idea for coins for a cause is to provide donated money to local organizations that provide direct services and resources to people in need. She concluded that coins for a Cause is an educational component.

Mayor Kelly received clarification that the donation containers would be emptied weekly, and that most of the containers would be placed where there are video cameras.

**Joan Redeen**, Business Improvement District (BID), 100 1st Avenue North, explained that the key to the project is education of the consumer by making them aware that handing money to a panhandler is not benefiting that individual. She concluded that funds collected from the donation containers would go to direct service providers.

**John Hubbard**, 615 7th Avenue South, expressed concern that panhandlers would take the containers from the light poles. Mr. Hubbard further received clarification with regard to how the money would be distributed.

There being no one further to address the Commission, Mayor Kelly called for the vote.

Commissioner Bronson commented that the Downtown Safety Coalition has a vested interest in improving downtown.

Commissioner Burow inquired about who would be responsible if there was damage to light poles if donation containers were ripped off.

Manager Doyon explained that the BID would be responsible for any damage to light poles and that the containers would be removed if there were any problems.

Commissioner Houck applauded the BID with regard to its effort in making downtown experiences more enjoyable.

Motion Carried 3-1 (Commissioner Burow dissenting).

17. **Resolution 10217, Adopt the 2017 Update to Cascade County Multi-Hazard Mitigation Plan.**

Fire Chief Steve Hester reported that the Multi-Hazard Mitigation Plan (MHMP) had been approved by the City Commission on September 5, 2017 and the Montana Disaster Emergency Services (DES). Chief Hester further explained that the Commission's approval needed to be in the form a Resolution and noted that the MHMP opens the door for Grant funding for mitigation projects.

**Commissioner Bronson moved, seconded by Commissioner Houck, that the City Commission adopt Resolution 10217, the 2017 Update to Multi-Hazard Mitigation Plan (previously known as the Pre-Disaster Mitigation Plan.**

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

**John Hubbard**, 615 7th Avenue South, expressed concern with regard to toxic wastes, as well as oil leaks into the river.

Chief Hester responded that the MHMP would help mitigate hazardous materials, man-made materials, as well as any natural disaster.

There being no one further to address the Commission, Mayor Kelly called for the vote.

Motion Carried 4-0.

18. **Ordinance 3168, Repealing and Replacing Title 5, of the Official Code of the City of Great Falls (OCCGF), Pertaining To Business Licenses, Permits, and Safety Inspection Certificates.**

City Attorney Sexe reported that Ordinance 3168 was accepted by the Commission on first reading on October 3 and adopted after second reading and public hearing on October 17. Attorney Sexe explained that subsequently it was discovered that a clerical error occurred requiring correction so that the Commission and public are correctly and fully advised as to the changes which had been proposed.

Attorney Sexe further reported that the text illustrated in Ordinance 3168 Exhibit B was accurately presented. The revote does not impact the substantive policy changes previously adopted by the Commission. Exhibit A accurately set forth the proposed new language, but did not illustrate all of the portions of text being removed from the original Official Code of the City of Great Falls (OCCGF), Title 5.

**Commissioner Burow moved, seconded by Commissioner Bronson, that the City Commission rescind the October 17, 2017 vote adopting Ordinance 3168 due to a clerical error regarding Exhibit A to Ordinance 3168.**

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

**Jeni Dodd**, 3245 8th Avenue North, expressed concern that Ordinance 3168 was passed at the October 17 Commission meeting without much public outreach.

There being no one further to address the Commission, Mayor Kelly called for the vote.

Motion Carried 4-0.

**Commissioner Burow moved, seconded by Commissioner Bronson, that the City Commission adopt Ordinance 3168 as presented.**

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

Motion Carried 4-0.

**19. Ordinance 3175, Rezone the property legally described as Lot 1, Block 1 of Great Falls Clinic Addition and Lots 1-B and 1-A1, Block 1 of the First Addition to Great Falls Clinic Addition from PLI Public Lands and Institutional to M-1 Mixed-Use District.**

Planning and Community Development Director Craig Raymond reported that this agenda item is a request to accept Ordinance 3175 on first reading and to set a public hearing for December 5, 2017. Ordinance 3175 provides for the rezone of certain property from PLI-public Lands and Institutional to M-1 Mixed Use District.

The properties being proposed for rezoning is located along 29th Street South. One parcel is between 28th and 29th Street South just north of 15th Avenue South. The other parcel is east of 29th Street South and south of 15th Avenue South.

Director Raymond explained that the Great Falls Clinic Foundation is proposing to develop a 12 guest room hotel for patients and their families to utilize while visiting for medical treatment. In order for this use to be allowed on the property, a rezone is required. Concurrent with this rezone is also a request for a Conditional Use Permit to allow health care facilities in the new zoning district. This is needed because the existing clinic facilities would not be considered Permitted Land Use in the proposed district that would permit the proposed hotel. A request for a minor subdivision is also proposed to create the parcel for the requested hotel.

Director Raymond reported that the basis for decision on zoning map amendments is listed in the Official Code of the City of Great Falls (OCCGF) §17.16.40.030. The recommendation of the Planning Advisory Board/Zoning Commission and the decision of City Commission shall at a minimum consider the criteria which are attached as Findings of Fact – Zoning Map Amendment.

Director Raymond reported that the proposed rezone request complies with all of the review criteria as submitted. At the conclusion of a public hearing held on October 17, 2017, the Zoning Commission recommended the City Commission approve the rezoning request from PLI-Public Lands and Institutional to M-1 Mixed Use District for the subject property subject to the fulfillment of the following Conditions of Approval:

1. General Code Compliance. The proposed project shall be developed consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.

2. Utilities. The final engineering drawings and specifications for public improvements for the subject property shall be submitted to the Public Works Department for review and approval.

3. Land Use & Zoning. Except as provided herein, development of the property shall be consistent with allowed uses and specific development standards for the M-1 Mixed-use district designation.

4. Subsequent modifications and additions. If after establishment of the 2-unit townhomes, 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.

If such proposed changes would alter a finding, the proposal shall be submitted for review as a new development application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.

**Commissioner Bronson moved, seconded by Commissioner Burow, that the City Commission accept Ordinance 3175 on first reading and set a public hearing for December 5, 2017.**

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

Motion Carried 4-0.

20. **Ordinance 3176, rezoning the property legally described as The Great Falls Water Power and Townsite Company's First Addition, Block 405, Lots 8-14 from R-3 Single-family High Density to PUD Planned Unit Development.**

Planning and Community Development Director Craig Raymond reported that this agenda item is a request to accept Ordinance 3176 on first reading and to set a public hearing for December 5, 2017. Ordinance 3176 provides for the rezone of certain property from R-3 Single Family High Density District to PUD- Planned Unit Development.

The properties being proposed for rezoning is located on the North side of 3rd Avenue South between 13th Street South and 14th Street South. The applicant is proposing to develop the first pocket neighborhood in Great Falls on a 1.21 acre parcel located at the northwest corner of 3<sup>rd</sup> Avenue South and 14th Street South. The subject property was previously occupied by Kranz Floral, but now sits vacant due to the demolition of the previous buildings. The property is currently zoned R-3 Single family high density and is proposed to be rezoned to Planned Unit Development (PUD). The usage of the PUD zoning approach is being requested due to the unique nature of this pocket neighborhood with small lot sizes and shared parking and common space. The PUD will result in a cluster of single-family units all connected by pedestrian walkways and a central courtyard that will provide daily gathering space for residents.

Director Raymond further reported that the proposal includes ten single family homes and two 2-unit townhomes for a total of 14 residential units. The Beargrass Village PUD proposes development standards that will be applied to the development as a whole and also each lot. These proposed standards drive the design concepts for the development. The standards proposed for the overall



design requirements include specifications for the landscaping of the site, standards required for the common open space courtyard, and standards for low impact development stormwater features on the property. The per lot standards include specifications that vary from the existing R-3 zoning including a mix of housing types allowed without a Conditional Use Permit, smaller minimum lot size, lot width, depth to width ratio, reduced setbacks, and more intense lot coverage.

Director Raymond explained that the basis for the decision on zoning map amendments is listed in the Official Code of the City of Great Falls (OCCGF) §17.16.40.030. The recommendation of the Planning Advisory Board/Zoning Commission and the decision of City Commission shall at a minimum consider the criteria which are attached as Findings of Fact – Zoning Map Amendment. Staff's position is that the proposed rezone request complies with all of the review criteria as submitted.

Director Raymond reported that at the conclusion of a public hearing held on October 17, 2017, the Zoning Commission recommended the City Commission approve the rezoning request from R-3 Single Family High Density District to PUD-Planned Unit Development for the subject property subject to the fulfillment of the following Conditions of Approval:

1. General Code Compliance. The proposed project shall be developed consistent with the conditions in this report and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. Amended Plat. Provide an Amended Plat of the subject property which shall incorporate corrections of any errors or omissions noted by Staff.
3. Utilities. The final engineering drawings and specifications for public improvements for the subject property shall be submitted to the Public Works Department for review and approval.
4. Land Use & Zoning. Except as provided herein, development of the property shall be consistent with allowed uses and specific development standards for this PUD Planned Unit Development district designation.
5. Subsequent modifications and additions. If after establishment of the PUD, 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. If such proposed changes would alter a finding, the proposal shall be submitted for review as a new development application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.
6. Building Elevations on 3rd Avenue South. The elevations for the single-family homes proposed for construction on the north side of 3rd Avenue South shall be consistent with the submitted rendering and contain architectural features such as picture windows, gabled roofs, entry doors and porch/patio features.

**Commissioner Houck moved, seconded by Commissioner Burow, that the City Commission accept Ordinance 3176 on first reading and set a public hearing for December 5, 2017.**

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

Motion Carried 3-0-1. (Commissioner Bronson abstained).

**21. Ordinance 3177, Assign a zoning classification of Planned Unit Development (PUD) to the property legally described as Medical Tech park Minor Subdivision, Lot 4A.**

Planning and Community Development Director Craig Raymond reported that this agenda item is a request to accept Ordinance 3177 on first reading and to set a public hearing for December 5, 2017. Ordinance 3177 provides for the assignment of Planned Unit Development (PUD) District zoning to the subject property upon annexation into the City of Great Falls. Neighborworks Great Falls and GMD Development have applied for annexation, zoning and subdivision of 7.9 acres that they intend to develop into residential uses.

Director Raymond further reported that the property selected for development is located in the County's Planning Jurisdiction, but adjoins the City limits in an area known as the Med Tech Park Minor Subdivision. Recently, other lots within this subdivision have been annexed into the City and developed. The most recent example is the Talus Apartments project located at the intersection of 23rd Street South and 21st Avenue South. The proposed development parcel, 7.9 acres, is part of a much larger 29.4 acre property within the County.

Director Raymond explained that as a result, the first step for the applicant was to gain County approval to subdivide the 29.4 tract, and further noted that the County Commissioners approved this subdivision on October 10. The second step in the process before any construction can take place is for the applicant to gain approval for annexation of the 7.972 acres, assignment of City zoning, and another subdivision approval to further subdivide the property.

Director Raymond reported that the reason for the additional City subdivision is that the State's approval was to allow two separately owned tax credit projects on the property. The parcel proposed for development is located at the dead-end of 23rd Street South and along the north side of 24th Avenue South. The property is vacant, used as pasture, and slopes gradually from south to north. Because this project needs to be considered in the larger context of future development of the entire 29.4 acres, City staff has consulted extensively with the applicant about the proposed street network.

The public street network for this proposal is patterned after the street network within an area of the County located west of 20th Street South. Although this area of the County has been developed in a rural fashion, the area was originally subdivided for a grid street network. This pattern is continued on the proposed development site. Director Raymond commented that originally, the applicant was seeking a multifamily zoning designation for the property such as R-5 or R-6.

Staff advised that a PUD zoning designation be proposed for two reasons:

- 1) The density of the proposal (15.6 units per acre) was substantially less than would be allowed under a standard multifamily zoning district.
- 2) The R-5 and R-6 zoning districts allow some land uses such as manufactured housing, retirement homes, churches, day care centers, etc. that are not consistent with the proposal and could concern adjacent land owners.

Director Raymond reported that the applicants have provided a table to the City outlining the proposed standards of the PUD. This includes restriction on land uses, a lower allowed density, lower building heights, and some variations in setbacks to account for the fact that project parking areas are actually located on separate parcels than building sites. The basis for decision on Planned Unit Development request is listed in the Official Code of the City of Great Falls (OCCGF) §17.16.29.050. The recommendation of the Planning Advisory Board/Zoning Commission and the decision of City Commission shall at a minimum consider the criteria which are attached to the agenda package as Basis – Zoning Map Amendment.

**Commissioner Houck moved, seconded by Commissioner Burow, that the City Commission accept Ordinance 3177 on first reading and set a public hearing for December 5, 2017.**

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

Commissioner Houck commented that the evacuation corner to the south and east should be addressed in the near future.

Director Raymond responded that street layouts with regard to emergency vehicles having access to all of the buildings readily are being taken into consideration.

Mayor Kelly asked if there were any comments from the public. Hearing none, Mayor Kelly called for the vote.

Motion Carried 3-0-1. (Commissioner Bronson abstained).

**22. Ordinance 3182, An Ordinance by the City Commission of the City of Great Falls to amend Ordinance 3152 for the property legally described as Block 1, Lot 1, Amended Plat 2897, Section 14, Township 20 North, Range 3 East, Tietgen Triangle Addition to remove a Condition of Building Permit Approval for a Planned Unit Development (PUD).**

Planning and Community Development Director Craig Raymond reported that this item is a request to accept Ordinance 3182 on first reading and set a public hearing for December 5, 2017. Ordinance 3182 would amend Ordinance 3152 that rezoned multiple properties near the Fox Farm and Country Club Boulevard intersection.

Director Raymond reported that Brett and Sandra Haverlandt, Meadowlark FF&S LLC, Billings Holdings, LLC, and Galloway Investments Inc., filed an application for a zoning map amendment (or rezone) of their respective properties from C-1 Neighborhood Commercial to C-2 General Commercial. The subject properties are located on the south side of the Country Club Boulevard and Fox Farm Road intersection. The properties consist of ±5.9 acres and the properties are generally known as: Beef 'O Brady's; Holiday Gas Station; Lucky Lil's Casino; Dairy Queen; Dahlquist Realtors and a vacant parcel which historically contained a motel until it was ultimately demolished.

Director Raymond further explained that the applicants originally requested the subject properties be rezoned to C-2 General commercial district in order to provide additional flexibility for development plans and to have zoning that fits the existing development in the area. During the March 7th Commission Meeting, the City Commission postponed the matter and asked staff to draft a

compromise that would allow for greater flexibility but restrict some of the more intensive uses in order to decrease or mitigate some impacts associated with higher intensity uses.

Director Raymond explained that the proposed Planned Unit Development (PUD) zoning district draws its foundation from C-2 standards with some use deviations. In this case, because the City is also dealing with a specific development proposal, a hotel, the City has also spent considerable time assessing the situation and working with the proponents and Montana Department of Transportation (MDT) to mitigate any potential negative impacts that may be associated with the rezone and development and in fact improve upon the existing condition.

Director Raymond reported that at the conclusion of a public hearing held on October 24, 2017, the Planning Board recommended the City Commission approve Ordinance 3182 which amends Ordinance 3152 and removes the requirement for an additional access easement between the vacant property and Alder Drive. Staff's recommendation continues to be that the easement condition should remain and Ordinance 3182 should be denied.

**Commissioner Bronson moved, seconded by Commissioner Burow, that the City Commission accept Ordinance 3182 on first reading and set a public hearing for December 5, 2017.**

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

**Jeni Dodd**, 3245 8th Avenue North, commented that the project should be resubmitted since there are major changes to the traffic flow. She further concurred with regard to City Staff's recommendation on the Agenda report.

There being no one further to address the Commission, Mayor Kelly called for the vote.

Motion Carried 4-0.

## **CITY COMMISSION**

23. **Miscellaneous reports and announcements from the City Commission.**

There were no miscellaneous reports and announcements.

24. **Commission Initiatives.**

Commissioner Bronson announced that there would be a Veterans Day Ceremony on November 11th inside the Centene Stadium.

Mayor Kelly announced that City offices would be closed on Friday, November 10 in commemoration of Veterans Day.

**ADJOURNMENT**

There being no further business to come before the Commission, **Mayor Kelly moved, seconded by Commissioner Bronson, to adjourn the regular meeting of November 7, 2017, at 9:10 p.m.**

Motion Carried 4-0.

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

\_\_\_\_\_  
**Deputy City Clerk Darcy Dea**

**Minutes Approved: November 21, 2017**

DRAFT



**Item:** Total Expenditures of \$4,225,030 for the period of October 14, 2017 through November 8, 2017, to include claims over \$5,000, in the amount of \$3,923,888.

**From:** Fiscal Services

**Initiated By:** City Commission

**Presented By:** Melissa Kinzler, Fiscal Services Director

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ATTACHMENTS:

- ▣ 5000 Report



**ITEM:** \$5,000 Report  
 Invoices and Claims in Excess of \$5,000

**PRESENTED BY:** Fiscal Services Director

**ACTION REQUESTED:** Approval with Consent Agenda

**LISTING OF ALL ACCOUNTS PAYABLE CHECKS ISSUED AVAILABLE ONLINE AT**  
**[www.greatfallsmt.net/fiscalservices/check-register-fund](http://www.greatfallsmt.net/fiscalservices/check-register-fund)**

**TOTAL CHECKS ISSUED AND WIRE TRANSFERS MADE ARE NOTED BELOW WITH AN**  
**ITEMIZED LISTING OF ALL TRANSACTIONS GREATER THAN \$5000:**

ACCOUNTS PAYABLE CHECK RUNS FROM OCTOBER 26, 2017 - NOVEMBER 8, 2017	4,173,997.86
MUNICIPAL COURT ACCOUNT CHECK RUN FOR OCTOBER 14, 2017 - OCTOBER 31, 2017	51,032.00
<b>TOTAL: \$</b>	<u><u>4,225,029.86</u></u>

**GENERAL FUND**

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**PARK & RECREATION**

GOVHR USA, LLC	FINAL PAYMENT FOR PARK & REC DIRECTOR RECRUITMENT	10,490.68
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**SPECIAL REVENUE FUND**

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**911 SPECIAL REVENUE**

CENTURYLINK	DISPATCH MONTHLY LINE CHARGE	5,841.70
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**STREET DISTRICT**

UNITED MATERIALS OF GREAT FALLS	OF 1730.1 ADA HANDICAP RAMPS 2ND ST NW	22,636.89
GREAT FALLS SAND & GRAVEL	ASPHALTIC CONCRETE	41,238.11

**LIBRARY FOUNDATION**

BRIDGEALL LIBRARIES LIMITED	SOFTWARE ANALYSIS PROGRAM FOR BOOK COLLECTION	14,375.00
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**NATURAL RESOURCES**

ASPLUNDH TREE EXPERT LLC	TREE TRIMMING CONTRACT	15,912.50
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**FEDERAL BLOCK GRANTS**

NEIGHBORWORKS GREAT FALLS	806 7TH AVE S UHRICH	15,464.00
NEIGHBORWORKS GREAT FALLS	2510 3RD AVE S WANAGO	13,031.00

**ENTERPRISE FUNDS**

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**WATER**

INDUSTRIAL AUTOMATION CONSULTING INC	ANNUAL WONDERWARE SOFTWARE	13,745.71
INDUSTRIAL AUTOMATION CONSULTING INC	OF 1519.6 WTP IMPROV PH 1 UV/CHEM	8,910.00
SLETTEN CONSTRUCTION COMPANY STATE OF MONTANA	OF 1519.6 WTP IMP PH 1 CONSTRUCTION 1% WITHHOLDING FOR SLETTEN	1,565,184.80 15,809.95
WILLIAMS CIVIL CONSTRUCTION	OF 1718 BEECH/CHERRY DRIVE WATER MAIN REPLACEMENT	205,686.56

**SEWER**

VEOLIA WATER NORTH AMERICA MORRISON-MAIERLE INC	PROCESS WATER BUILDING VALVES OF 1731 WWTP SAN DUMP STATION	9,672.86 7,409.25
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**STORM DRAIN**

UNITED MATERIALS OF GREAT FALLS	OF 1631.9 CENTRAL AVE DRAINAGE IMPROVEMENTS 5TH TO 6TH ST	92,400.40
WILLIAMS CIVIL CONSTRUCTION	OF 1554.2 S GREAT FALLS STORM DRAINAGE IMPROV MISSOURI RIVER TO 6TH ST S POND	114,646.17
TD&H ENGINEERING	OF 1462 18TH ST S SD IMPRV	7,657.50
CASCADE COUNTY TREASURER	TAXES FOR WESTSIDE FLOOD DISTRICT	25,610.42

**911 DISPATCH CENTER**

VOICE PRODUCTS INC	NICE SOFTWARE AND MAINTENANCE	6,801.00
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**CIVIC CENTER EVENTS**

GREAT FALLS SYMPHONY ASSOC.	18-40 JERSEY BOYS CASH OUT	47,308.76
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**INTERNAL SERVICES FUND**

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**HEALTH & BENEFITS**

MONTANA MUNICIPAL INTERLOCAL AUTHORITY	HEALTH INSURANCE PREMIUM FOR NOVEMBER 2017	741,687.55
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**HUMAN RESOURCES**

MAXXVAULT LLC	MAXXVAULT ENTERPRISE DMS SOFTWARE(SPLIT AMONG FUNDS)	30,000.00
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**FISCAL SERVICES**

MAXXVAULT LLC	MAXXVAULT ENTERPRISE DMS SOFTWARE(SPLIT AMONG FUNDS)	3,000.00
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**CENTRAL GARAGE**

MOUNTAIN VIEW CO-OP	FUEL	32,124.95
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**TRUST AND AGENCY**

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**COURT TRUST MUNICIPAL COURT**

CITY OF GREAT FALLS FINES & FORFEITURES COLLECTIONS 40,190.00

**PAYROLL CLEARING**

STATE TREASURER	MONTANA TAXES	46,973.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	5,641.37
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	52,514.23
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	65,841.57
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	131,315.09
US BANK	FEDERAL TAXES, FICA & MEDICARE	222,005.75
AFLAC	EMPLOYEE CONTRIBUTIONS	11,347.03
LABORERS INTERNATIONAL UNION	EMPLOYEE CONTRIBUTIONS	27,851.59
WESTERN CONF OF TEAMSTERS	EMPLOYEE CONTRIBUTIONS	16,122.75
MONTANA OE - CI TRUST FUND	EMPLOYEE CONTRIBUTIONS	25,802.70
NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	14,033.15

**UTILITY BILLS**

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NORTHWESTERN ENERGY	OCTOBER 2017 SLD CHARGES	80,130.42
ENERGY WEST RESOURCES	OCTOBER 2017 MONTHLY CHARGES	12,919.33
TALEN TREASURE STATE	OCTOBER 2017 ELECTRICITY CHARGES	91,958.40
NORTHWESTERN ENERGY	SEPT 2017 WATER PLANT CHARGES	12,595.50

**CLAIMS OVER \$5000 TOTAL:** \$ 3,923,887.64



**Item:** Contracts List

**From:** Lisa Kunz, City Clerk

**Initiated By:** Various City Staff

**Presented By:** City Commission

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ATTACHMENTS:

- ▢ Contracts List

**CITY OF GREAT FALLS, MONTANA**

**AGENDA: 7**

**COMMUNICATION TO THE CITY COMMISSION**

**DATE: November 21, 2017**

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

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

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

**MAYOR’ S SIGNATURE:** \_\_\_\_\_

**CONTRACTS LIST**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
<b>A</b>	Planning and Community Development	Habitat for Humanity, Great Falls Area	11/01/2017—06/30/2018	\$65,000	<del>2017/2018 Community Development Block Grant Agreement for project scope to include site clearance and assemblage for Habitat for Humanity homes and the purchase of lots to build future homes. (City Commission approved Annual Action Plan and use of 2017/2018 CDBG &amp; HOME funds on June 6, 2017, Item 14)</del>

<b>B</b>	Planning and Community Development	Young Parents Education Center	11/07/2017 – 06/30/2018	\$10,000	2017/2018 Community Development Block Grant Agreement to provide day care scholarships for very low to low income teen or young adult parents completing high school or GED programs. (City Commission approved Annual Action Plan and use of 2017/2018 CDBG & HOME funds on June 6, 2017, Item 14)
<b>C</b>	Planning and Community Development	Great Falls Development Authority	11/01/2017 – 06/30/2018	\$40,000	2017/2018 Community Development Block Grant Agreement to expand revolving loan fund to provide gap financing to existing and start-up businesses to create new jobs for persons from LMI households. (City Commission approved Annual Action Plan and use of 2017/2018 CDBG & HOME funds on June 6, 2017, Item 14)
<b>D</b>	Planning and Community Development	Park and Recreation Department	11/01/2017 – 06/30/2018	\$14,978	2017/2018 Community Development Block Grant Agreement to install ADA compliant sidewalks to play structures at Rhodes Park and Elks Riverside Park (City Commission approved Annual Action Plan and use of 2017/2018 CDBG & HOME funds on June 20, 2017, Item 18)
<b>E</b>	Planning and Community Development	Public Works Department	11/01/2017 – 06/30/2018	\$29,177	2017/2018 Community Development Block Grant Agreement to provide grants for assistance to low income homeowners to remove and replace hazardous sidewalks within the City limits and to provide funding to replace existing intersections with ADA accessible ramps. (City Commission approved Annual Action Plan and use of

					2017/2018 CDBG & HOME funds on June 20, 2017, Item 18)
<b>F</b>	Planning and Community Development	Center for Mental Health	11/01/2017 – 06/30/2018	\$10,000	2017/2018 Community Development Block Grant Agreement to provide external repairs and paint to Passages Group Home located at 704 5 <sup>th</sup> Avenue North. (City Commission approved Annual Action Plan and use of 2017/2018 CDBG & HOME funds on June 20, 2017, Item 18)
<b>G</b>	Public Works – Engineering	Phillips Construction, LLC	Current	\$5,478.89	Change Order No. 1 for the South Great Falls Stormwater Detention Pond Underdrain project. Changes in project were due to an area on the side of the pond continued to experience subsurface seep making it difficult to impossible to complete grading. Saturated soils were replaced with a high permeably washed sand to allow the subsurface water to drain better to the underdrain system. <b>OF 1554.6</b>
<b>H</b>	Public Works – Engineering	ND Cars, LLC	Perpetual	N/A	Utility Easement transfers a 30 foot wide easement on a City parcel located east of 52 <sup>nd</sup> Street North (tract of land in Section 3, Township 20 North, Range 4 East, MPM: the west 100 feet of the SW1/4 of Section 3, excepting the right of way for county road as now located, and containing 4 ½ acres, more or less) for private and public utilities to serve the former Murph’s property on 2 <sup>nd</sup> Avenue North
<b>I</b>	Planning and Community	Rural Dynamics, Inc.	11/01/2017 – 06/30/2018	\$11,250	<del>2017/2018 Community Development Block Grant Agreement to provide grants to assist</del>

	Development				renters in raising their credit scores through rent reporting, financial coaching, and education through the Rent Reporting Program. (City Commission approved Annual Action Plan and use of 2017/2018 CDBG & HOME funds on June 6, 2017, Item 14)
<b>J</b>	Planning and Community Development	Boys and Girls Club of Cascade County	11/01/2017 – 06/30/2018	\$22,500	2017/2018 Community Development Block Grant Agreement to provide scholarships for summer day camps for children from low income families, programs located at Great Falls Housing Authority, 1722 Chowen Springs Loop, and the Boys and Girls Club, 600 1 <sup>st</sup> Avenue SW. (City Commission approved Annual Action Plan and use of 2017/2018 CDBG & HOME funds on June 6, 2017, Item 14)



**Item:** Grants List

**From:** Lisa Kunz, City Clerk

**Initiated By:** Various City Departments

**Presented By:** City Commission

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ATTACHMENTS:

- ▢ Grants List

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

**AGENDA: 8  
DATE: November 21, 2017**

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

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

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

**MAYOR’S SIGNATURE:** \_\_\_\_\_

**GRANTS**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>GRANT AMOUNT REQUESTED</b>	<b>CITY MATCH (INCLUDE FUND MATCH TO BE PAID OUT OF)</b>	<b>PURPOSE</b>
<b>A</b>	Park and Recreation	Missouri/Madison River Fund	FY 2018	\$3,550	\$250 –City \$250 –FWP Region 4 \$500 – GF Tourism \$250 -NWEnergy	Recreation Project Grant Application for (project): River’s Edge Trail Maps - printing and updating of 20,000 River’s Edge Trail maps to represent current surfaces, amenities and new segments.



<b>B</b>	Park and Recreation	Missouri/Madison River Fund	FY 2018	\$62,500	\$5,000 – City (In Kind) \$10,000 -City \$5,000 –NWEnergy	Recreation Project Grant Application for (project): West Bank Park Trail Replacement Phase 3 – to enhance both West Bank Park and Rivers Edge Trail including installing wheelchair accessible picnic facilities and extending wheelchair accessible concrete trail farther down river.
<b>C</b>	Park and Recreation	Missouri/Madison River Fund	FY 2018	\$10,200	\$5,000 –City \$5,000 –City (In Kind) \$5,000 –NWEnergy	Recreation Project Grant Application for (project): West Bank Park Trail Connection to install ADA sidewalk on west side of new parking lot in West Bank Park.
<b>D</b>	Public Works – Engineering	Missouri/Madison River Fund	FY 2018	\$33,383.95	\$40,000 – City \$340,151.85 –FEMA Grant \$40,000 -NWEnergy	Recreation Project Grant Application for (project): North Bank Stabilization – preserve the Black Eagle Reservoir shoreline and eliminate erosion along an approx.. 500-foot stretch of the reservoir.



**Item:** Construction Final Pay: Beech Drive and Cherry Drive Water Main Replacement, O. F. 1718

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Jim Rearden, Public Works Director

**Action Requested:** Consider and Approve Final Pay Request

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**Suggested Motion:**

1. Commissioner moves:

"I move the City Commission (approve/not approve) Final Payment for the Beech Drive and Cherry Drive Water Main Replacement, in the amount of \$20,223.67 to Williams Civil Division, Inc. and \$204.28 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments."

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

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**Staff Recommendation:**

Approve final payment request.

**Summary:**

Williams Civil was awarded a contract to replace the water main located in the easement between Beech Drive and Cherry Drive. The water mains were installed in the roadways of Beech Drive and Cherry Drive from Forest Avenue to Juniper Avenue.

**Background:**

This project was originally bid on June 7, 2017, and we received two bids. The bids were rejected by the City Commission on June 20, 2017 due to concerns regarding the low bidder and the high dollar amount of the next bidder. The project was rebid on July 19, 2017 with four bids received and opened.

Johnston Excavating was the low bidder, but due to references received along with other concerns, the project was awarded to the second lowest bidder, Williams Civil, whose bid was \$838,800.00.

The City Commission awarded the contract to Williams Civil on August 1, 2017.

This project replaced water mains, installed in the 1950's, that have been failing with increased frequency, causing damage to property and disrupting water service to local residents.

The final project cost is \$713,264.85 which is \$125,535.15 less than the total contract amount. The lack of type II bedding and very little miscellaneous work contributed to the low final contract amount.

This project replaced 6-inch cast iron water main with 2,400 lineal feet of 8-inch PVC water main; replaced 1 fire hydrant and added 6 additional fire hydrants; 23 water service connections, including service lines; 2,035 square yards of gravel and fabric reinforcement; and 2,750 square yards of asphalt pavement. The project locations included:

1. Beech Drive from Juniper Avenue to Forest Avenue.
2. Cherry Drive from Juniper Avenue to Forest Avenue.
3. Approximately 175 lineal feet on Juniper Avenue between Beech Drive and Cherry Drive.

Williams Civil has completed all work and items on the punch list. The City can accept the project and execute Final Payment. The project was completed within the contract time. The two year warranty period started at the time of substantial completion which was October 23, 2017.

**Fiscal Impact:**

This project is being funded through the Water Capital Improvement fund.

**Alternatives:**

The City Commission could vote to deny Final Pay.

ATTACHMENTS:

- Final Pay



City of Great Falls  
 2 Park Dr S  
 Great Falls, MT 59401  
 Phone (406) 455-8425

**Purchase Order  
 No. 2018-00000055**

**DATE 08/10/2017**

**Ship To**  
 CITY OF GREAT FALLS  
 PUBLIC WORKS DEPARTMENT  
 1005 25TH AVE NE  
 GREAT FALLS, MT 59404

**Bill To**  
 CITY OF GREAT FALLS  
 ACCOUNTS PAYABLE  
 PO BOX 5021  
 GREAT FALLS, MT 59403

**Vendor**  
**Vendor No. 2519**  
 WILLIAMS CIVIL CONSTRUCTION  
 2131 INDUSTRIAL DR  
 BOZEMAN, MT 59715

**DELIVER BY**  
**SHIP VIA**  
**FREIGHT TERMS**  
 PAGE 1 of 1  
**ORIGINATOR:** Kari Wambach

**NOTE:**

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EACH	CONTRACT SERVICES - OF 1718 BEECH/CHERRY DRIVE WMR APP 080117 5210.31.556.49310 - IMPROVEMENTS OTHER THAN BUILDINGS 830,412.00 PW351703	830,412.0000	\$830,412.00
<i>Final Pay</i> <i>Close PO</i>				
<b>PURCHASE ORDER TOTAL</b>				<b>\$830,412.00</b>

**Special Instructions:** PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING SLIPS, AND CORRESPONDENCE.

By accepting this purchase order contract, both the seller and the City of Great Falls agree that they will perform their obligations in accordance with all applicable laws and ordinances. All documents relative to this purchase order contract shall be interpreted and construed according to the laws of the State of Montana.



**APPLICATION FOR PAYMENT NO. FINAL**

To: City of Great Falls (OWNER)  
From: Williams Civil Construction (CONTRACTOR)  
Contract: Beech Drive and Cherry Drive Water Main Replacement O. F. 1718  
Project: Water Main Replacement  
OWNER's Contract No. \_\_\_\_\_ ENGINEER's Project No. PW351703  
For Work accomplished through the date of: October 30, 2017

1.	<b>Original Contract Price:</b>	\$ <u>838,800.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ <u>0.00</u>
3.	Current Contract Price (1 plus 2):	\$ <u>838,800.00</u>
4.	Total completed <u>\$713,264.85</u> and stored <u>\$0.00</u> to date:	\$ <u>713,264.85</u>
5.	Retainage (per Agreement):	
	<u>0</u> % of Completed Work: \$ <u>0.00</u>	
	<u>0</u> % of stored material: \$ <u>0.00</u>	
	Total Retainage:	\$ <u>0.00</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$ <u>713,264.85</u>
7.	Less previous Applications for Payments:	\$ <u>692,836.90</u>
8.	Gross Amount Due this application: (6 minus 7):	\$ <u>20,427.95</u>
9.	Less <b>1% State Gross Receipts Tax:</b>	\$ <u>204.28</u>
10.	<b>DUE THIS APPLICATION (8 MINUS 9):</b>	\$ <u>20,223.67</u>

Accompanying Documentation:

CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through FINAL inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 11-3-17

Williams Civil Construction  
CONTRACTOR

By: 

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated NOVEMBER 3, 2017

City of Great Falls  
ENGINEER

By: 

EJCDC No. 1910-8-E (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute. **Modified by the City of Great Falls to add items 9 and 10.**

11/3/2017

Item #	Description of Pay Items	Qty	Unit	Unit Price	Quantity for Pay Request 1	Quantity for Pay Request 2	Quantity for Pay Request 3	Quantity for Pay Request 4	Quantity for Pay Request 5	Quantity for Pay Final	Amount for this Pay Request	Total Quantity Remaining	Quantity Completed %	Total Amount Paid	Total Bid Amount	Total Quantity Used
101	6" & 8" Water Main - C-900 Class DR14 PVC Pipe	2,400	LF	\$71.50	920.00	1,479.00	0.00	0.00	0.00	0.00	\$0.00	1.00	99.96	\$171,528.50	\$171,600.00	2,399.00
102	Connection to Existing 8" Water Main	3	EA	\$2,000.00	2.00	1.00	0.00	0.00	0.00	0.00	\$0.00	0.00	100.00	\$6,000.00	\$6,000.00	3.00
103	Abandon Existing 8" Water Main	2	EA	\$1,400.00	0.00	1.00	1.00	0.00	0.00	0.00	\$0.00	0.00	100.00	\$2,800.00	\$2,800.00	2.00
104	8" Gate Valve with Box	7	EA	\$3,000.00	3.00	4.00	0.00	0.00	0.00	0.00	\$0.00	0.00	100.00	\$21,000.00	\$21,000.00	7.00
105	8" Tapping Gate Valve with Box	2	EA	\$7,000.00	0.00	2.00	0.00	0.00	0.00	0.00	\$0.00	0.00	100.00	\$14,000.00	\$14,000.00	2.00
106	Fire Hydrant New(tee & aux. valve w/box)	7	EA	\$7,000.00	2.00	5.00	0.00	0.00	0.00	0.00	\$0.00	0.00	100.00	\$49,000.00	\$49,000.00	7.00
107	Fire Hydrant Removal	1	EA	\$2,500.00	0.00	0.00	1.00	0.00	0.00	0.00	\$0.00	0.00	100.00	\$2,500.00	\$2,500.00	1.00
108	Ductile Iron Water Min Fittings C153 Approx. Wt.	275	LB	\$10.00	148.00	225.00	0.00	0.00	0.00	(98.00)	\$0.00	2.00	135.64	\$3,730.00	\$2,750.00	373.00
109	Sub-Minimum Crossings	3	EA	\$4,200.00	0.00	1.00	0.00	0.00	0.00	0.00	\$0.00	0.00	33.33	\$4,200.00	\$12,600.00	1.00
110	Water Service Permit	24	EA	\$100.00	23.00	0.00	0.00	0.00	0.00	0.00	\$0.00	1.00	95.83	\$2,300.00	\$2,300.00	23.00
111	3/4" or 1" Water Service Connection to Main	24	EA	\$530.00	8.00	15.00	0.00	0.00	0.00	0.00	\$0.00	1.00	95.83	\$12,720.00	\$12,720.00	23.00
112	3/4" or 1" Curb Stop with Box	24	EA	\$640.00	8.00	15.00	0.00	0.00	0.00	0.00	\$0.00	1.00	95.83	\$14,720.00	\$15,360.00	23.00
113	3/4" or 1" Type "K" Copper Service Line Pipe	3,700	LF	\$80.00	79.00	1,728.00	1,482.00	0.00	0.00	0.00	\$0.00	411.00	88.89	\$296,120.00	\$296,000.00	3,289.00
114	3/4" or 1" Connection to Existing Copper Service	24	EA	\$480.00	0.00	11.00	12.00	0.00	0.00	0.00	\$0.00	1.00	95.83	\$11,040.00	\$11,520.00	23.00
115	Type II Bedding	500	CY	\$35.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	500.00	0.00	\$0.00	\$17,500.00	23.00
116	Imported Backfill Material	500	CY	\$35.00	220.00	293.61	0.00	0.00	0.00	0.00	\$0.00	(13.61)	102.72	\$17,976.35	\$17,500.00	513.61
117	Fabric Reinforcement	2,300	SY	\$6.00	602.00	1,056.00	374.00	0.00	0.00	0.00	\$0.00	268.00	88.35	\$12,192.00	\$13,800.00	2,032.00
118	Base Course, 1-1/2" Minus, 12" Depth	2,300	SY	\$15.00	602.00	1,056.00	374.00	0.00	0.00	0.00	\$0.00	268.00	88.35	\$30,480.00	\$34,500.00	2,032.00
119	4" A.C. Pavement Replacement	2,750	SY	\$27.00	0.00	0.00	2,750.00	0.00	0.00	0.00	\$0.00	0.00	100.00	\$74,250.00	\$74,250.00	2,750.00
120	Concrete Curb & Gutter Replacement, Integral	300	LF	\$70.00	0.00	20.00	20.00	0.00	0.00	0.00	\$0.00	260.00	13.33	\$2,800.00	\$21,000.00	40.00
121	Miscellaneous Water Main Replacement Work	40,000	Unit	\$1.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	40,000.00	0.00	\$0.00	\$40,000.00	0.00
	Deduct for damage to the road surface on Juniper Ave.						(1,562.00)				\$0.00			(\$1,562.00)		
	Material Storage (9/5/17)				63,025.16	(56,525.16)	(6,500.00)				(\$1,000.00)			(\$1,000.00)		
	<b>Total Amount Bid, Items 101-121</b>										(\$1,000.00)			\$713,264.85	\$638,800.00	0.00

Miscellaneous Pay Items for Pay Request #

Pay Request	Amount for this Pay Request	Retainage
1	\$195,607.16	5%
2	\$314,995.69	5%
3	\$203,662.00	3%
4	\$0.00	5%
5	\$0.00	5%
FINAL	-\$1,000.00	0%

Original Contract	1	2	3	4	5	FINAL
Original Contract	\$838,800.00	\$838,800.00	\$838,800.00	\$838,800.00	\$838,800.00	\$838,800.00
Charge Orders + or -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Current Contract Amount	\$838,800.00	\$838,800.00	\$838,800.00	\$838,800.00	\$838,800.00	\$838,800.00
Total Completed and Stored to Date	\$195,607.16	\$570,602.85	\$714,264.85	\$714,264.85	\$714,264.85	\$713,264.85
Retainage	\$9,780.36	\$25,530.14	\$21,427.95	\$21,427.95	\$21,427.95	\$0.00
Total Completed and Stored to Date less Retainage	\$185,826.80	\$485,072.71	\$692,836.90	\$692,836.90	\$692,836.90	\$713,264.85
Less Previous Payments	\$0.00	\$185,826.80	\$485,072.71	\$692,836.90	\$692,836.90	\$692,836.90
Gross Amount Due this Application	\$185,826.80	\$299,245.91	\$207,764.20	\$0.00	\$0.00	\$20,427.95
Less 1% State Withholding Tax	\$1,858.27	\$2,992.46	\$2,077.64	\$0.00	\$0.00	\$204.28
Total Amount Due this Pay Period	\$183,968.53	\$296,253.45	\$205,686.56	\$0.00	\$0.00	\$20,223.67



City of Great Falls  
 2 Park Dr S  
 Great Falls, MT 59401  
 Phone (406) 455-8425

**Purchase Order  
 No. 2018-00000056**

**DATE 08/10/2017**

**Ship To**  
 CITY OF GREAT FALLS  
 PUBLIC WORKS DEPARTMENT  
 1005 25TH AVE NE  
 GREAT FALLS, MT 59404

**Bill To**  
 CITY OF GREAT FALLS  
 ACCOUNTS PAYABLE  
 PO BOX 5021  
 GREAT FALLS, MT 59403

**Vendor**  
 Vendor No. 1129  
 STATE OF MONTANA  
 DEPT OF REVENUE  
 MISC TAX DIVISION - MITCHELL BLDG  
 PO BOX 5835  
 HELENA, MT 59604-5835

**DELIVER BY**  
**SHIP VIA**  
**FREIGHT TERMS**  
 PAGE 1 of 1  
**ORIGINATOR:** Kari Wambach

**NOTE:**

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EACH	CONTRACT SERVICES - 1% WITHHOLDING FOR WILLIAMS CIVIL ON OF 1718 5210.31.556.49310 - IMPROVEMENTS OTHER THAN BUILDINGS 8,388.00 PW351703	8,388.0000	\$8,388.00
<i>Final Pay Close PO</i>				
<b>PURCHASE ORDER TOTAL</b>				<b>\$8,388.00</b>

**Special Instructions:** PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING SLIPS, AND CORRESPONDENCE.

By accepting this purchase order contract, both the seller and the City of Great Falls agree that they will perform their obligations in accordance with all applicable laws and ordinances. All documents relative to this purchase order contract shall be interpreted and construed according to the laws of the State of Montana.



**PROJECT FUNDING/EXPENDITURE SUMMARY**

**Beech Drive and Cherry Drive Water Main Replacement**

PREPARED BY THE CITY ENGINEERS OFFICE O. F. 1718

11/3/17

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					FINAL	CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5				
CONTRACTOR: Williams Civil Construction	Water	\$183,968.53	\$296,253.45	\$205,686.56			\$20,223.67	\$830,412.00	\$706,132.21	\$124,279.79
	TOTAL	\$183,968.53	\$296,253.45	\$205,686.56	\$0.00	\$0.00	\$20,223.67	\$830,412.00	\$706,132.21	\$124,279.79
	INVOICE DATE	9/1/2017	10/6/2017	10/26/2017			11/6/2017			
M.T. DEPT. OF REV. Williams Civil Construction	Water	\$1,858.27	\$2,992.46	\$2,077.64			\$204.28	\$8,388.00	\$7,132.65	\$1,255.35
	TOTAL	\$1,858.27	\$2,992.46	\$2,077.64	\$0.00	\$0.00	\$204.28	\$8,388.00	\$7,132.65	\$1,255.35
	INVOICE DATE	9/1/2017	10/6/2017	10/26/2017			11/6/2017			
MISCELLANEOUS	Water	\$1,080.00	\$200.00	\$664.92	\$160.94	\$670.70	\$2,500.00	\$7,000.00	\$5,276.56	\$1,723.44
	TOTAL	\$1,080.00	\$200.00	\$664.92	\$160.94	\$670.70	\$2,500.00	\$7,000.00	\$5,276.56	\$1,723.44
	INVOICE DATE	5/4/2017	5/12/2017	5/16/2017	5/16/2017	6/30/2017	7/8/2017			
VENDOR	DEQ	Flood Permit	Tribune	Trib/Public Notice	Tribune	Terracon				
		<b>TOTALS</b>	<b>\$857,000.00</b>	<b>\$718,541.42</b>	<b>\$138,458.58</b>			<b>\$845,800.00</b>	<b>\$718,541.42</b>	<b>\$127,258.58</b>

PROJECT #	ACCOUNT NUMBER	FUND DESIGNATION	FUNDING	EXPENDITURES	BALANCE
PW 351703					
	5210-31-556-49310	Construction - Water	\$850,000.00	\$713,264.86	\$136,735.14
	5210-31-556-43590	Misc - Water	\$7,000.00	\$5,276.56	\$1,723.44
		<b>TOTALS</b>	<b>\$857,000.00</b>	<b>\$718,541.42</b>	<b>\$138,458.58</b>





## Contractors Gross Receipts Gross Receipts Withholding Return

1. Contract Awarded by:  Agency  Prime Contractor

Federal Identification Number (FEIN): 81 - 6001269			
Name: City of Great Falls			
Address: PO Box 5021			
City: Great Falls	State: MT	Zip Code	59403

2. Contract Awarded to:  Prime Contractor  Sub Contractor

Federal Identification Number (FEIN): 26 - 3808326			
Name: Williams Civil Construction			
Address: 2131 Industrial Drive			
City: Bozeman	State: MT	Zip Code	59715

3. Government Issued Contract Number .....	3.	OF 1718
4. Contract Award Date .....	4.	1-Aug-17
5. Month and year increment payment earned .....	5.	Nov-17
6. Gross amount due prime contractor or sub-contractor at the time of this report .....	6.	\$20,427.95
7. Amount Withheld (1% of line 6) (If payment made to prime contractor from awarding agency, remittance must accompany this report) .....	7.	\$204.28
8. Net amount paid prime contractor or sub-contractor at the time of this report .....	8.	\$20,223.67
9. Check proper box for type of return being filed:		
<input checked="" type="checkbox"/> Remittance attached for credit to prime contractor's account (amount paid) .....	9a.	\$204.28
<input type="checkbox"/> Sub-Contractor allocation. Authorization to transfer credit to sub-contractor Failure of prime contractor to file a distribution report within thirty (30) days of payment will result in a 10% penalty. Date payment made to sub-contractor .....	9b.	06-Dec-17

10. Description of work to be performed: Water Main Replacement.

11. Location of work to be performed (be specific): Beech and Cherry Drives from Forest Avenue to Juniper Avenue in Great Falls, MT.

The agency or contractor must, in accordance with Section 15-5-206, Montana Code Annotated, withhold one percent (1%) of incremental payments due the contractor or sub-contractor. Amounts withheld from a prime contractor must be forwarded with this report to the Department of Revenue. Amounts withheld from sub-contractors must be reported on this form so that proper allocation of credit can be made from prime contractor's account to the sub-contractor.

Return Submitted by:  Agency  Prime Contractor  Sub-Contractor

Award Authorization  
Preparer's Signature: [REDACTED]

Preparer's Title: Engineering Administrative Secretary Date: 3/10/17

Phone: 406.771.1258 Fax: 406.771.0700

Mail this return to:

Department of Revenue, P.O. Box 5835, Helena, MT 59604-5835



**Item:** Construction Final Payment: 13th Street South Reconstruction, Office File 1641.1

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Jim Rearden, Public Works Director

**Action Requested:** Consider and Approve Final Pay Request

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**Suggested Motion:**

1. Commissioner moves:

“I move the City Commission (approve/not approve) Final Payment for the 13<sup>th</sup> Street South Reconstruction, in the amount of \$20,057.98 to United Materials of Great Falls, Inc. and \$202.61 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.”

2. Mayor requests a second, commission discussion, public comment, and calls for the vote.

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**Staff Recommendation:**

Approve final payment request.

**Summary:**

City staff has verified that United Materials of Great Falls, Inc. completed construction for the 13<sup>th</sup> Street South Reconstruction project in accordance with the plans and contract documents. They have completed the punch list items and are requesting final payment. The project was completed within the approved contract time of 90-calendar days.

**Background:**

This project was initiated to complete the reconstruction of 13<sup>th</sup> Street South from the south end of Montana Department of Transportation (MDT) South Central Arterials Project from 28<sup>th</sup> Avenue South to 33<sup>rd</sup> Avenue South. The project consisted of reconstructing approximately 860 feet of widened road way, installing curb and gutter, sidewalk, ADA curb ramps, and storm drain facilities.

13<sup>th</sup> Street South is classified as a Federal Aid Urban route and correspondingly the plans and specifications were submitted to MDT for review and comment. MDT's Transportation Commission approved the project on June 22, 2017.

One bid was received and opened on June 21, 2017. United Materials of Great Falls, Inc. submitted the bid for \$378,051.00. The City Commission awarded the contract to United Materials of Great Falls, Inc. on July 5, 2017.

The final project cost is \$374,270.49 which is \$3,780.51 less than the amount that was originally awarded and approved.

The project consisted of placing 3,630 square yards of 5-inch asphaltic concrete pavement; 1,700 lineal feet of integral concrete curb and gutter; 3,870 square feet of 4-inch concrete sidewalk; 520 square feet of 6-inch reinforced concrete; 16 square feet of truncated domes; a type I curb inlet with concrete apron; 24-inch storm drain inlet; combination manhole curb inlet; and 50-feet of 12-inch SDR 35 storm drain.

City staff has verified that all work and punch list items were completed in accordance with the plans and contract. City staff recommends making the final payment. The two year warranty period started at the time of substantial completion which was October 3, 2017.

**Fiscal Impact:**

City Street Improvements Other Than Buildings and the Castle Pines Trust were used as funding sources.

**Alternatives:**

The City Commission could vote to deny Final Payment.

ATTACHMENTS:

- Final Pay



City of Great Falls  
 2 Park Dr S  
 Great Falls, MT 59401  
 Phone (406) 455-8425

**Purchase Order  
 No. 2018-00000026**

**DATE 07/27/2017**

**Ship To**  
 CITY OF GREAT FALLS  
 PUBLIC WORKS DEPARTMENT  
 1005 25TH AVE NE  
 GREAT FALLS, MT 59404

**Bill To**  
 CITY OF GREAT FALLS  
 ACCOUNTS PAYABLE  
 PO BOX 5021  
 GREAT FALLS, MT 59403

**Vendor**  
**Vendor No. 1072**  
 UNITED MATERIALS OF GREAT FALLS INC  
 PO BOX 1690  
 GREAT FALLS, MT 59403-1690

**DELIVER BY**  
**SHIP VIA**  
**FREIGHT TERMS**  
 PAGE 1 of 1  
**ORIGINATOR:** Kari Wambach

**NOTE:**

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EACH	CONTRACT SERVICES - OF 1641.1 13TH ST S RECONSTRUCTION APP 070517 2520.31.531.49310 - IMPROVEMENTS OTHER THAN BUILDINGS 153,500.49 PW391708 7010.00.104.49310 - IMPROVEMENTS OTHER THAN BUILDINGS 220,770.00 PW391708  <i>Final Payr.            Close PO</i>	374,270.4900	\$374,270.49
<b>PURCHASE ORDER TOTAL</b>				<b>\$374,270.49</b>

**Special Instructions:** PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING SLIPS, AND CORRESPONDENCE.

By accepting this purchase order contract, both the seller and the City of Great Falls agree that they will perform their obligations in accordance with all applicable laws and ordinances. All documents relative to this purchase order contract shall be interpreted and construed according to the laws of the State of Montana.

**PROJECT FUNDING/EXPENDITURE SUMMARY**

OF 1641.1, 13th St. S. Reconstruction

PREPARED BY THE CITY ENGINEERS OFFICE: RJB

DATE: 11/02/2017

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
CONTRACTOR: United Materials of Great Falls Inc.	Improvements other than Buildings 2520-31-531-49310 Castle Pines Trust	\$8,543.65	\$79,959.34	\$53,631.68	\$3,823.25		\$153,500.49	\$145,957.92	\$7,542.57
	7010-00-104-49310	\$12,294.53	\$115,063.45	\$77,177.29	\$16,234.73		\$220,770.00	\$220,770.00	\$0.00
	DATE	8/2/2017	9/5/2017	10/20/2017	11/2/2017		\$374,270.49	\$366,727.92	\$7,542.57
						\$0.00			

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
M.T. DEPT. OF REV. 1%	Improvements other than Buildings 2520-31-531-49310 Castle Pines Trust	\$86.30	\$807.67	\$541.73	\$38.63		\$1,550.51	\$1,474.33	\$76.18
	7010-00-104-49310	\$124.19	\$1,162.26	\$779.57	\$163.98		\$2,230.00	\$2,230.00	\$0.00
	DATE	8/2/2017	9/5/2017	10/20/2017	11/2/2017		\$3,780.51	\$3,704.33	\$76.18
						\$0.00			

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
MISCELLANEOUS	Improvements other than Buildings 2520-31-531-43590	\$664.92					\$5,000.00	\$664.92	\$4,335.08
	DATE	5/26/2017							
	VENDOR	Tribune					\$5,000.00	\$664.92	\$4,335.08

PROJECT #	ACCOUNT NUMBER	FUND DESIGNATION	FUNDING	EXPENDITURES	BALANCE
PW391708	7010-00-104-49310	Castle Pines Trust	\$223,000.00	\$223,000.00	\$0.00
	2520-31-531-49310	Improvements other than Buildings	\$155,051.00	\$147,432.25	\$7,618.75
	2520-31-531-43590		\$5,000.00	\$664.92	\$4,335.08
	<b>TOTALS</b>		<b>\$383,051.00</b>	<b>\$371,097.17</b>	<b>\$11,953.83</b>

**APPLICATION FOR PAYMENT NO. Four FINAL**

To: City of Great Falls (OWNER)  
 From: United Materials of Great Falls, Inc. (CONTRACTOR)  
 Contract: 13<sup>th</sup> Street South Reconstruction  
 Project: 13<sup>th</sup> Street South Reconstruction  
 OWNER's Contract No. O. F. 1641.1 ENGINEER's Project No. \_\_\_\_\_  
 For Work accomplished through the date of: October 31, 2017

1.	Original Contract Price:	\$	<u>378,051.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$	<u>0.00</u>
3.	Current Contract Price (1 plus 2):	\$	<u>378,051.00</u>
4.	Total completed and stored to date:	\$	<u>370,432.25</u>
5.	Retainage (per Agreement):		
	<u>5</u> % of Completed Work: \$ <u>0.00</u>		
	___ % of stored material: \$ _____		
	Total Retainage:	\$	<u>0.00</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$	<u>370,432.25</u>
7.	Less previous Applications for Payments:	\$	<u>350,171.66</u>
8.	Gross Amount Due this application: (6 minus 7):	\$	<u>20,260.59</u>
9.	Less <b>1% State Gross Receipts Tax</b> :	\$	<u>202.61</u>
10.	<b>DUE THIS APPLICATION (8 MINUS 9):</b>	\$	<u>20,057.98</u>

Accompanying Documentation: Quantity Sheet

**CONTRACTOR's Certification:**

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 10/30/17

United Materials of Great Falls, Inc  
CONTRACTOR

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


Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 11/02/2017

City of Great Falls  
ENGINEER

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


EJCDC No. 1910-8-E (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute. **Modified by the City of Great Falls to add items 9 and 10.**

ITEM #	DESCRIPTION	EST. QUANTITY	UNITS	UNIT PRICE	EST AMOUNT	MON 10/16/2017	TUES 10/17/2017	WED 10/18/2017	THURS 10/19/2017	FRI 10/20/2017	SAT 10/21/2017	WEEKLY QUANTITIES			TOTAL QUANTITY	WEEKLY AMOUNT	TOTAL AMOUNT	QUANTITY REMAINING	AMOUNT REMAINING	PERCENT COMPLETE
												WEEKLY TOTAL	WEEKLY TOTAL	WEEKLY TOTAL						
101	MOBILIZATION	1.00	LS	\$18,250.00	\$18,250.00							0.00	0.00	0.00	\$18,250.00	\$18,250.00	0.00	\$0.00	100.0%	
102	TRAFFIC CONTROL	1.00	LS	\$9,875.00	\$9,875.00							0.00	0.00	0.00	\$9,875.00	\$9,875.00	0.00	\$0.00	100.0%	
103	BASE COURSE 1 1/2" MINUS 19" DEPTH	1,900.00	CY	\$50.00	\$95,000.00							0.00	1992.52	0.00	\$99,626.00	\$99,626.00	-92.52	-\$4,626.00	104.9%	
104	SUB-BASE COURSE	100.00	CY	\$35.00	\$3,500.00							0.00	105.00	0.00	\$3,675.00	\$3,675.00	-5.00	-\$175.00	105.0%	
105	SEPARATION GEOTEXTILE	3,550.00	SY	\$2.00	\$7,100.00							0.00	3919.61	0.00	\$7,839.22	\$7,839.22	-369.61	-\$739.22	110.4%	
106	5" AC PAVEMENT	3,400.00	SY	\$38.00	\$129,200.00							0.00	3632.00	0.00	\$138,016.00	\$138,016.00	-232.00	-\$8,816.00	106.8%	
107	CONCRETE CURB AND GUTTER INTEGRAL	1,700.00	LF	\$22.00	\$37,400.00							0.00	1698.00	0.00	\$37,356.00	\$37,356.00	2.00	\$44.00	99.9%	
108	4" CONCRETE SIDEWALK	4,200.00	SF	\$4.50	\$18,900.00							0.00	3871.18	0.00	\$17,420.31	\$17,420.31	328.82	\$1,479.69	92.2%	
109	6" REINFORCED CONCRETE SIDEWALK	300.00	SF	\$9.00	\$2,700.00							0.00	520.58	0.00	\$4,685.22	\$4,685.22	-220.58	-\$1,985.22	175.5%	
110	TRUNCATED DOMES	2.00	EACH	\$215.00	\$430.00							0.00	2.00	0.00	\$430.00	\$430.00	0.00	\$0.00	100.0%	
111	COMBINATION CURB INLET/ MANHOLE	1.00	EACH	\$13,530.00	\$13,530.00							0.00	1.00	0.00	\$13,530.00	\$13,530.00	0.00	\$0.00	100.0%	
112	TYPE 1 CURB INLET	1.00	EACH	\$2,900.00	\$2,900.00							0.00	1.00	0.00	\$2,900.00	\$2,900.00	0.00	\$0.00	100.0%	
113	24" STORM DRAIN RISER INLET	1.00	EACH	\$1,700.00	\$1,700.00							0.00	1.00	0.00	\$1,700.00	\$1,700.00	0.00	\$0.00	100.0%	
114	12" SDR 35 PVC STORM DRAIN	50.00	LF	\$63.00	\$3,150.00							0.00	48.00	0.00	\$3,024.00	\$3,024.00	2.00	\$126.00	96.0%	
115	ADJUST MANHOLE	1.00	EACH	\$250.00	\$250.00							0.00	1.00	0.00	\$250.00	\$250.00	0.00	\$0.00	100.0%	
116	ADJUST WATER VALVE BOX	7.00	EACH	\$250.00	\$1,750.00							0.00	5.00	0.00	\$1,250.00	\$1,250.00	2.00	\$500.00	71.4%	
117	ADJUST FIRE HYDRANT	2.00	EACH	\$750.00	\$1,500.00							0.00	2.00	0.00	\$1,500.00	\$1,500.00	0.00	\$0.00	100.0%	
118	MAILBOX MOVE AND RESET	4.00	EACH	\$304.00	\$1,216.00							4.00	4.00	0.00	\$1,216.00	\$1,216.00	0.00	\$0.00	100.0%	
119	TOPSOIL AND SEEDING	1.00	LS	\$9,700.00	\$9,700.00							0.25	1.00	0.00	\$9,700.00	\$9,700.00	0.00	\$0.00	100.0%	
120	MISCELLANEOUS WORK	20,000.00	UNIT	\$1.00	\$20,000.00							-1810.50	-1810.50	-1810.50	-\$1,810.50	-\$1,810.50	21810.50	\$21,810.50	-9.1%	
TOTALS																1,830.50	\$370,432.25		\$7,618.75	98.0%
TOTAL																	\$378,051.00			97.98%
PERCENT COMPLETE																				





City of Great Falls  
 2 Park Dr S  
 Great Falls, MT 59401  
 Phone (406) 455-8425

**Purchase Order**  
**No. 2018-00000027**

**DATE 07/27/2017**

**Ship To**  
 CITY OF GREAT FALLS  
 PUBLIC WORKS DEPARTMENT  
 1005 25TH AVE NE  
 GREAT FALLS, MT 59404

**Bill To**  
 CITY OF GREAT FALLS  
 ACCOUNTS PAYABLE  
 PO BOX 5021  
 GREAT FALLS, MT 59403

**Vendor**  
**Vendor No. 1129**  
 STATE OF MONTANA  
 DEPT OF REVENUE  
 MISC TAX DIVISION - MITCHELL BLDG  
 PO BOX 5835  
 HELENA, MT 59604-5835

**DELIVER BY**  
**SHIP VIA**  
**FREIGHT TERMS**  
 PAGE 1 of 1  
**ORIGINATOR:** Kari Wambach

**NOTE:**

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EACH	CONTRACT SERVICES - 1 % WITHHOLDING FOR UNITED MATERIALS ON OF 1641.1 2520.31.531.49310 - IMPROVEMENTS OTHER THAN BUILDINGS 1,550.51 PW391708 7010.00.104.49310 - IMPROVEMENTS OTHER THAN BUILDINGS 2,230.00 PW391708  <i>Final Pays</i> <i>Close PO</i>	3,780.5100	\$3,780.51
<b>PURCHASE ORDER TOTAL</b>				<b>\$3,780.51</b>

**Special Instructions:** PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING SLIPS, AND CORRESPONDENCE.

By accepting this purchase order contract, both the seller and the City of Great Falls agree that they will perform their obligations in accordance with all applicable laws and ordinances. All documents relative to this purchase order contract shall be interpreted and construed according to the laws of the State of Montana.

**PROJECT FUNDING/EXPENDITURE SUMMARY**

OF 1641.1, 13th St. S. Reconstruction

PREPARED BY THE CITY ENGINEERS OFFICE: RJB

DATE: 11/02/2017

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
CONTRACTOR: United Materials of Great Falls Inc.	Improvements other than Buildings 2520-31-531-49310 Castle Pines Trust	\$8,543.65	\$79,959.34	\$53,631.68	\$3,823.25		\$153,500.49	\$145,957.92	\$7,542.57
	7010-00-104-49310	\$12,294.53	\$115,063.45	\$77,177.29	\$16,234.73		\$220,770.00	\$220,770.00	\$0.00
	DATE	8/2/2017	9/5/2017	10/20/2017	11/2/2017		\$374,270.49	\$366,727.92	\$7,542.57

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
MT. DEPT. OF REV. 1%	Improvements other than Buildings 2520-31-531-49310 Castle Pines Trust	\$86.30	\$807.67	\$541.73	\$38.63		\$1,550.51	\$1,474.33	\$76.18
	7010-00-104-49310	\$124.19	\$1,162.26	\$779.57	\$163.98		\$2,230.00	\$2,230.00	\$0.00
	DATE	8/2/2017	9/5/2017	10/20/2017	11/2/2017		\$3,780.51	\$3,704.33	\$76.18

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
MISCELLANEOUS	Improvements other than Buildings 2520-31-531-43590	\$664.92					\$5,000.00	\$664.92	\$4,335.08
	DATE	5/26/2017							
	VENDOR	Tribune					\$5,000.00	\$664.92	\$4,335.08



PROJECT #	ACCOUNT NUMBER	FUND DESIGNATION	FUNDING	EXPENDITURES	BALANCE
PW391708	7010-00-104-49310	Castle Pines Trust	\$223,000.00	\$223,000.00	\$0.00
	2520-31-531-49310	Improvements other than Buildings	\$155,051.00	\$147,432.25	\$7,618.75
	2520-31-531-43590		\$5,000.00	\$664.92	\$4,335.08
	<b>TOTALS</b>		<b>\$383,051.00</b>	<b>\$371,097.17</b>	<b>\$11,953.83</b>



## Contractors Gross Receipts Gross Receipts Withholding Return

1. Contract Awarded by:  Agency  Prime Contractor

Federal Identification Number (FEIN): 81 - 6001269			
Name: City of Great Falls			
Address: PO Box 5021			
City: Great Falls	State: MT	Zip Code	59403

2. Contract Awarded to:  Prime Contractor  Sub Contractor

Federal Identification Number (FEIN): 81 - 0406935			
Name: United Materials			
Address: PO Box 1690			
City: Great Falls	State: MT	Zip Code	59403

3. Government Issued Contract Number .....	3.	OF 1641.1
4. Contract Award Date .....	4.	5-Jul-17
5. Month and year increment payment earned .....	5.	Oct-17
6. Gross amount due prime contractor or sub-contractor at the time of this report .....	6.	\$20,260.59
7. Amount Withheld (1% of line 6) (If payment made to prime contractor from awarding agency, remittance must accompany this report) .....	7.	\$202.61
8. Net amount paid prime contractor or sub-contractor at the time of this report .....	8.	\$20,057.98
9. Check proper box for type of return being filed:		
<input checked="" type="checkbox"/> Remittance attached for credit to prime contractor's account (amount paid) .....	9a.	\$202.61
<input type="checkbox"/> Sub-Contractor allocation. Authorization to transfer credit to sub-contractor Failure of prime contractor to file a distribution report within thirty (30) days of payment will result in a 10% penalty. Date payment made to sub-contractor .....	9b.	29-Nov-17

10. Description of work to be performed: Reconstruction of roadway.

11. Location of work to be performed (be specific): 13th Street South from 27th to 33rd Avenues South in Great Falls, MT.

The agency or contractor must, in accordance with Section 15-5-206, Montana Code Annotated, withhold one percent (1%) of incremental payments due the contractor or sub-contractor. Amounts withheld from a prime contractor must be forwarded with this report to the Department of Revenue. Amounts withheld from sub-contractors must be reported on this form so that proper allocation of credit can be made from prime contractor's account to the sub-contractor.

Return Submitted by:  Agency  Prime Contractor  Sub-Contractor

Award Authorization

Preparer's Signature: [Redacted Signature]

Preparer's Title: Engineering Administrative Secretary Date: 11/01/2017

Phone: 406.771.1258 Fax: 406.771.0700

Mail this return to:  
Department of Revenue, P.O. Box 5835, Helena, MT 59604-5835



**Item:** City Commission to consider extending a natural gas supply contract with Energy West.

**From:** Greg Doyon, City Manager

**Initiated By:** Greg Doyon, City Manager

**Presented By:** Greg Doyon, City Manager

**Action Requested:** Approve natural gas supply contract with Energy West.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission Approve a natural gas supply contract with Energy West”

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

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**Staff Recommendation:**

Approve the extended contract.

**Background:**

The City of Great Falls retained the services of Bill Pascoe in July 2013 to provide consulting services related to the City’s electric and natural gas supplies. The Commission previously agreed to enter into contracts with Talon Energy (formerly PPL) for electricity and Energy West for natural gas supply.

The terms of both contracts run from November 1, 2013 through October 31, 2018. As the city enters the final year of the agreements, the consultant has been in touch with the city manager’s office to evaluate options prior to contract expiration.

Both the electric and natural gas supply markets have changed since 2013. Bill Pascoe indicated that there are different providers in the Montana market that may provide the city with competitive rates and a stable supply. Bill Pascoe recommended that the City pursue proposals early to lock in better rates. The City is currently requesting electric supply proposals for consideration at a future special City Commission meeting on November 30, 2017.

Pascoe Consulting also indicated that they would not be available to assist with natural gas bids. The

City then sought the services of a natural gas supply consultant and retained the services of Jim Morin of Earth Energy Advisors.

Earth Energy Advisors (EEA) evaluated the current supply contract and determined that the best and most competitive approach would be to “blend and extend” the city’s current contract with Energy West.

Again, market changes have increased natural gas demand across Montana. EEA advises that it would be beneficial to the City to lock in rates sooner than later as demand is increasing without the transmission capacity. Additionally, due the amount of supply requested by the City and lack of other interested gas suppliers as demonstrated by the last RFQ from the City, Energy West would remain the most logical and competitive supplier.

EEA began negotiations with Energy West in mid October 2017. Energy West submitted a revised agreement/proposal in late October 2017. The proposal is to blend the current natural gas supply contract into a new 5 year agreement, effective November 1, 2017, with the first 2 years at a fixed price full requirements of \$3.37/Mmbtu and the remaining 3 years of the contract at an Aeco 7A Index plus adder of \$0.682/Mmbtu with an option to fix that index in the future.

**Fiscal Impact:**

The current contract price with EnergyWest is \$4.14/Mmbtu. The revised agreement *lowers* the rate by \$0.77 to \$3.37/Mmbtu for the next two years. For the remaining term, the estimated forward price strip rate when locked with the adder for the forward years indicates an all-in price in the range of \$2.54/Mmbtu. In its entirety, the contract term is projected to save the City of Great Falls in excess of \$200,000 over the next 5 years compared to the last 5 years or approximately a 30% reduction in supply cost.

**Alternatives:**

Reject contract.

ATTACHMENTS:

- ▢ Energy West Base Contract from June 4, 2010
- ▢ Transaction Confirmation
- ▢ Letter from Earth Energy Advisors

# Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: June 4, 2010 The parties to this Base Contract are the following:

Energy West Resources Inc.  
Duns Number: 18-826-9054  
Contract Number: \_\_\_\_\_  
U.S. Federal Tax ID Number: 81-0366952

and City of Great Falls  
Duns Number: 060267093  
Contract Number: \_\_\_\_\_  
U.S. Federal Tax ID Number: 81-6001269

**Notices:**  
P. O. Box 1526 Great Falls, MT 59403  
Attn: \_\_\_\_\_  
Phone: 406-791-7572 Fax: 406-791-7560

P.O. Box 5021  
Attn: Martha Cappis  
Phone: 406-455-8484 Fax: 406-452-8048

**Confirmations:**  
Same as above  
Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Invoices and Payments:**  
Energy West Resources, Inc.  
Attn: Mary Stanich  
P.O. Box 1526, Great Falls, MT 59403-1526  
Phone: 406-791-7572 Fax: 406-791-7560

City of Great Falls  
Attn: Accounts Payable  
P.O. Box 5021, Great Falls, MT 59403-5021  
Phone: 406-455-8425 Fax: 406-452-8048

**Wire Transfer or ACH Numbers (if applicable):**  
WIRE: First Interstate Bank  
ABA: 092901683 ACCT NO: 2209393178  
ACH: First Interstate Bank  
ABA: 092901683

BANK: First Interstate Bank  
ABA: 092901683  
ACCT: 961426  
Other Details: RE: Natural Gas

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select only one box from each section:

<b>Section 1.2</b> Transaction Procedure <input type="checkbox"/> Oral (default) <input checked="" type="checkbox"/> Written	<b>Section 7.2</b> Payment Date <input checked="" type="checkbox"/> 25 <sup>th</sup> Day of Month following Month of delivery (default) <input type="checkbox"/> _____ Day of Month following Month of delivery
<b>Section 2.5</b> Confirm Deadline <input checked="" type="checkbox"/> 2 Business Days after receipt (default) <input type="checkbox"/> _____ Business Days after receipt	<b>Section 7.2</b> Method of Payment <input checked="" type="checkbox"/> Wire transfer (default) <input checked="" type="checkbox"/> Automated Clearinghouse Credit (ACH) <input checked="" type="checkbox"/> Check
<b>Section 2.6</b> Confirming Party <input checked="" type="checkbox"/> Seller (default) <input type="checkbox"/> Buyer	<b>Section 7.7</b> Netting <input checked="" type="checkbox"/> Netting applies (default) <input type="checkbox"/> Netting does not apply
<b>Section 3.2</b> Performance Obligation <input type="checkbox"/> Cover Standard (default) <input checked="" type="checkbox"/> Spot Price Standard  <i>Note: The following Spot Price Publication applies to both of the immediately preceding.</i> <b>Section 2.26</b> Spot Price Publication <input checked="" type="checkbox"/> Gas Daily Midpoint (default) <input type="checkbox"/> _____	<b>Section 10.3.1</b> Early Termination Damages <input checked="" type="checkbox"/> Early Termination Damages Apply (default) <input type="checkbox"/> Early Termination Damages Do Not Apply <b>Section 10.3.2</b> Other Agreement Setoffs <input checked="" type="checkbox"/> Other Agreement Setoffs Apply (default) <input type="checkbox"/> Other Agreement Setoffs Do Not Apply <b>Section 14.5</b> Choice Of Law <u>Montana</u>
<b>Section 6</b> Taxes <input checked="" type="checkbox"/> Buyer Pays At and After Delivery Point (default) <input type="checkbox"/> Seller Pays Before and At Delivery Point	<b>Section 14.10</b> Confidentiality <input checked="" type="checkbox"/> Confidentiality applies (default) <input type="checkbox"/> Confidentiality does not apply
<b>Special Provisions</b> Number of sheets attached: _____ <b>Addendum(s):</b> _____	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

**Energy West Resources, Inc.**  
Party Name  
By \_\_\_\_\_  
Name: Kevin Degenstein

**City of Great Falls**  
Party Name  
By \_\_\_\_\_  
Name: \_\_\_\_\_

# General Terms and Conditions Base Contract for Sale and Purchase of Natural Gas

## SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.7.

**The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.**

**Oral Transaction Procedure:**

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

**Written Transaction Procedure:**

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract. However, nothing herein shall be construed as a waiver of any objection to the admissibility of such evidence.

## SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.

2.2. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.

2.3. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).

- 2.4. "Business Day" shall mean any day except Saturday, Sunday or Federal Reserve Bank holidays.
- 2.5. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.
- 2.6. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.
- 2.7. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation.
- 2.8. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.
- 2.9. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.
- 2.10. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.
- 2.11. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature.
- 2.12. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- 2.13. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.
- 2.14. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.
- 2.15. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.
- 2.16. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.
- 2.17. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- 2.18. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.19. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- 2.20. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.
- 2.21. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.
- 2.22. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 2.23. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.
- 2.24. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.
- 2.25. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.
- 2.26. "Spot Price" as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average



of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.

2.27. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.

2.28. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.

2.29. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

### SECTION 3. PERFORMANCE OBLIGATION

3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

**The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.**

**Cover Standard:**

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s); or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s); or (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available, then the sole and exclusive remedy of the performing party shall be any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller and received by Buyer for such Day(s). Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

**Spot Price Standard:**

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

### SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

## SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

## SECTION 6. TAXES

**The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.**

### **Buyer Pays At and After Delivery Point:**

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

### **Seller Pays Before and At Delivery Point:**

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

## SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

## SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 14.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

## SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payments and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

## SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount and for the term reasonably acceptable to X, including, but not limited to, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or a performance bond or guaranty (including the issuer of any such security).

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; or (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law or that are, in the reasonable opinion of the Non-Defaulting Party, commercially impracticable to liquidate and terminate ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is reasonably practicable, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.

**Early Termination Damages Apply:**

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

**Early Termination Damages Do Not Apply:**

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.

**Other Agreement Setoffs Apply:**

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff (i) any Net Settlement Amount owed to the Non-Defaulting Party against any margin or other collateral held by it in connection with any Credit Support Obligation relating to the Contract; or (ii) any Net Settlement Amount payable to the Defaulting Party against any amount(s) payable by the Defaulting Party to the Non-Defaulting Party under any other agreement or arrangement between the parties.

**Other Agreement Setoffs Do Not Apply:**

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount owed to the Non-Defaulting Party against any margin or other collateral held by it in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of such amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount shall accrue from the date due until the

date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

## SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Agreement; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

## SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6 and Section 10, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

## SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

## SECTION 14. MISCELLANEOUS

14.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

14.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

14.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

14.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

14.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

14.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

14.7. There is no third party beneficiary to this Contract.

14.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

14.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

14.10. Unless the parties have elected on the Base Contract not to make this Section 14.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, or (iv) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

14.11 The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties.

**DISCLAIMER:** The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. **NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.**

TRANSACTION CONFIRMATION  
FOR IMMEDIATE DELIVERY

EXHIBIT A



Date: \_\_\_\_\_  
Transaction Confirmation #: \_\_\_\_\_

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated \_\_\_\_\_. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

**SELLER:**

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

Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Base Contract No. \_\_\_\_\_  
Transporter: \_\_\_\_\_  
Transporter Contract Number: \_\_\_\_\_

**BUYER:**

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

Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Base Contract No. \_\_\_\_\_  
Transporter: \_\_\_\_\_  
Transporter Contract Number: \_\_\_\_\_

Contract Price: \$ \_\_\_\_\_/MMBtu or \_\_\_\_\_

Delivery Period: Begin: \_\_\_\_\_, \_\_\_\_\_ End: \_\_\_\_\_, \_\_\_\_\_

**Performance Obligation and Contract Quantity: (Select One)**

**Firm (Fixed Quantity):**

\_\_\_\_\_ MMBtus/day  
 EFP

**Firm (Variable Quantity):**

\_\_\_\_\_ MMBtus/day Minimum  
\_\_\_\_\_ MMBtus/day Maximum  
subject to Section 4.2. at election of  
 Buyer or  Seller

**Interruptible:**

Up to \_\_\_\_\_ MMBtus/day

**Delivery Point(s):** \_\_\_\_\_

(If a pooling point is used, list a specific geographic and pipeline location):

**Special Conditions:**

Seller: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Buyer: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

TRANSACTION CONFIRMATION  
FOR IMMEDIATE DELIVERY

EXHIBIT A

	Date: <u>October 27, 2017</u> Transaction Confirmation #: <u>GFCITY20171027</u>
---	--

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated June 4, 2010. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

<b>SELLER:</b> Energy West Resources, Inc. P.O. Box 1526, #1 First Avenue South Great Falls, MT 59403  Attn: <u>Mary Stanich</u> Phone: <u>406-791-7572</u> Fax: <u>406-791-7560</u> Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	<b>BUYER:</b> City of Great Falls (to include Veolia Water) P.O. Box 5021 Great Falls, MT 59403  Attn: <u>Greg Doyon</u> Phone: <u>406-455-8450</u> Fax: <u>406-452-8048</u> Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____
--	--

Contract Price #1: \$3.37/ MMBtu for all volumes delivered to the sales meter  
 Contract Price #2: Aeco C/NIT 7(a), as published by the Canadian Gas Price Reporter, plus \$0.682/MMBtu

Delivery Period #1: Begin: November 1, 2017 End: October 31, 2019  
 Delivery Period #2: Begin: November 1, 2019 End: October 31, 2022

**Performance Obligation and Contract Quantity: (Select One)**

<b>Firm (Fixed Quantity):</b> _____ MMBtus/day <input type="checkbox"/> EFP	<b>Firm (Variable Quantity):</b> _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of <input checked="" type="checkbox"/> Buyer or <input checked="" type="checkbox"/> Seller	<b>Interruptible:</b> Up to _____ MMBtus/day
---	---	---

**Delivery Point(s):** Any firm receipt point into NorthWestern Energy System  
 (If a pooling point is used, list a specific geographic and pipeline location):

- Special Conditions:**
- ❖ Buyer is responsible for all regulated Tariff charges including customer service, transportation, and Distribution charges as regulated by Montana Public Service Commission.
  - ❖ The charges will be based on the metered volumes.
  - ❖ Buyer has the right, but not the obligation to fix the price at any point during the Delivery Period of November 1, 2019-October 31, 2022 "upon mutual agreement of the timing of fixing"
  - ❖ This confirmation supersedes the Transaction Confirmation dated October 24, 2013 - # GFCITY20131024

Seller: <u>Energy West Resources, Inc.</u> By: _____ Title: <u>Kevin Degenstein</u> President Date: <u>11-3-17</u>	Buyer: <u>City of Great Falls</u> By: _____ Title: <u>Greg Doyon</u> City Manager Date: <u>Oct. 30, 2017</u>
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EARTH ENERGY ADVISORS, INC

October 26, 2017

Mr Greg Doyon – City Manager  
Ms. Melissa Kinzler – City Finance Director  
City of Great Falls  
#2 Park Drive South, Room 201  
P.O. Box 5021  
Great Falls, Montana 59403

Dear Greg and Melissa,

You have requested that Earth Energy Advisors, Inc. (EEA), as agent for the City of Great Falls (City), conduct and negotiate a possible contract modification and extension of said contract for the purchase of natural gas supply for various meters owned by the City of Great Falls with its current supplier Energy West Resources, Inc (EWR). We have contacted EWR in that regard and they have responded to our request for 4 possible structured price options. The City has been copied on all correspondence with the respondent and should have received EWR's response to our request to renegotiate the contract.

**History:**

The City entered into a 5-year contract at a fixed full requirements contract purchase price of \$4.14 per Mmbtu effective November 1, 2013. Since that time, the market for natural gas has consistently dropped. The opportunity to participate in some downside was possible if a "blend and extend" contract could be secured.

It is important to also understand that some significant supply dynamics have been witnessed in Montana during the last 3-4 years all centered around secure future pipeline capacity. In essence, due to a significant event in Canada in the summer of 2013 which caused a "Force Majeure" on TransCanada's main pipeline which affected long term interruptible and firm capacity gas; some of which is used by both NorthWestern Energy, Energy West, and third-party suppliers for gas load in Montana. This issue continues to breed uncertainty, mainly in upstream pipeline capacity charges.

Additionally, NorthWestern Energy has for many years recognized limitations on their existing pipeline but has not acted to enhance their pipeline infrastructure to offer alternative supply routes from their southern pipeline supply points just north of the Montana/Wyoming border.

The net effect of the Canadian problem and inaction by NorthWestern Energy has caused suppliers to "hedge" their long-term pricing bets, a phenomenon that did not exist when this original contract was signed.

EARTH ENERGY ADVISORS INC.  
1921 CHERRY DRIVE GREAT FALLS, MONTANA 59404  
406.761.5100 (OFFICE) 406.781.6529 (CELL)  
WWW.EARTHENERGYADVISORS.COM



EARTH ENERGY ADVISORS, INC

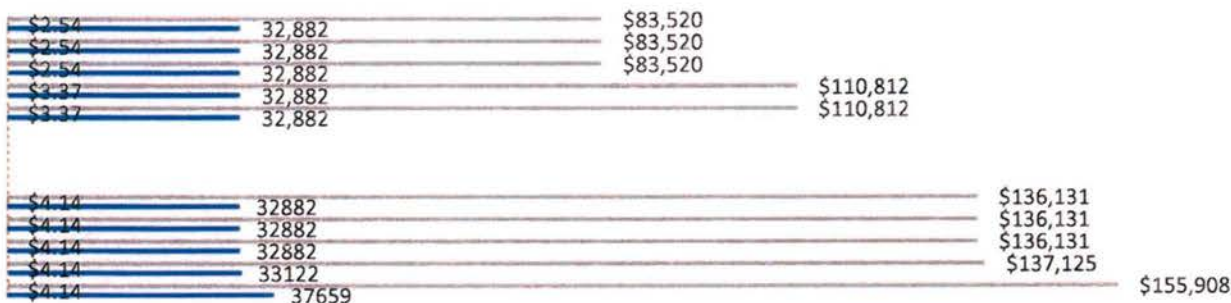
**Offer:**

As such, the response by EWR was much more limited in nature, however it does provide frankly a better option than perhaps even a 5-year guaranteed price because of the optionality of the product. EWR has offered a 5-year contract beginning November 1, 2017 blending the last year of the existing contract and the following year to average a firm fixed full requirements supply product at \$3.37/Mmbtu plus distribution costs (similar structure now in place) which is a net savings of \$.77 per Mmbtu and an estimated minimum of savings of \$25,000 in 12-month period beginning November 1, 2017.

Because of the uncertainties, primarily in transport costs, EWR has not agreed to longer term fixed pricing but has agreed to fix the index adder for the period beginning November 1, 2019 to the end of the contract which is October 31, 2022. They have also offered the option to fix the contract at some future point in time, should the City desire to do so, but most likely late next year, to secure a better understanding on forward transport costs and other options that may arise to offset the present uncertainty in the Montana supply market. However, the index adder of \$.682/Mmbtu is fixed and covers balancing costs, upstream firm transport, lost and unaccounted for fuel as well as shipper's overhead and profit. Given the forward market curves as of today and the current trends for gas supply going forward, the index option for the remainder of the contract does not appear ominous and is further tempered by a future option to lock in some forward prices in over time.

The original cost of the first 5-year contract and estimated usage volumes compared to the new 5-year agreement and the favorable long term forward pricing would indicate a future savings (based on their index adder of \$.682/Mmbtu and the future curve average of \$2.54 at the Aeco price point) over the previous contract in the range of \$230,000 for the term of the agreement. A summary of this is shown in the tables below.

**City of Great Falls - Natural Gas Supply Contract Analysis**



	2014	2015	2016	2017	2018	New Contract Extention		5 years		
						2018	2019	2020	2021	2022
■ Valuation	\$155,90	\$137,12	\$136,13	\$136,13	\$136,13	\$110,81	\$110,81	\$83,520	\$83,520	\$83,520
■ Contract Price	\$4.14	\$4.14	\$4.14	\$4.14	\$4.14	\$3.37	\$3.37	\$2.54	\$2.54	\$2.54
■ Volume*	37659	33122	32882	32882	32882	32,882	32,882	32,882	32,882	32,882

■ Valuation    ■ Contract Price    ■ Volume\*    ..... Linear (Contract Price)

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 WWW.EARTHENERGYADVISORS.COM



EARTH ENERGY ADVISORS, INC

The following table supports the impact of the overall change in contract.

<u>Year</u>	<u>Volume*</u>	<u>Contract Price</u>	<u>Valuation</u>	<u>Savings</u>
2014	37,659	\$ 4.14	\$ 155,908	
2015	33,122	\$ 4.14	\$ 137,125	
2016	32,882	\$ 4.14	\$ 136,131	
2017	32,882	\$ 4.14	\$ 136,131	
2018	32,882	\$ 4.14	\$ 136,131	\$ 701,428
2018	32,882	\$ 3.37	\$ 110,812	
2019	32,882	\$ 3.37	\$ 110,812	
2020	32,882	\$ 2.54	\$ 83,520	
2021	32,882	\$ 2.54	\$ 83,520	
2022	32,882	\$ 2.54	\$ 83,520	\$ 472,186
				\$ 229,242

**Analysis and Recommendation:**

Given the uncertainties in the Montana supply market, the ability to secure immediate savings over the existing contract, the opportunity to secure supply from a known and credible vendor, the opportunity to exercise a future option to lock some or all of the remaining term of the contract post October 31, 2019, it would be my recommendation the City accept the offer from EWR and proceed immediately to lock the deal while the pricing hold is still in affect and avoid a reprice of the product.

I look forward to discussing this summary and I am happy to answer any questions you may have regarding this proposal.

Sincerely,

James E. Morin  
President



**Item:** Annexation Agreement Amendment pertaining to Lot 20A of the Amended Plat of the Amended Plat of Lot 20-20A, Block 17, Valley View Homes, Section Six, Great Falls, Cascade County, Montana

**From:** City Attorney's Office

**Initiated By:** David H. Beagles and Jeanette M. Beagles

**Presented By:** Sara Sexe, City Attorney

**Action Requested:** The City Commission approve the Annexation Agreement Amendment

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**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (approve/not approve) the Annexation Agreement Amendment pertaining to Lot 20A of the Amended Plat of the Amended Plat of Lot 20-20A, Block 17, Valley View Homes, Section Six, Great Falls, Cascade County, Montana and authorize the City Manager to execute the Agreement and all related documents."

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

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**Staff Recommendation:**

Staff recommends that the City Commission approve the Annexation Amendment Agreement.

**Background:**

David H. Beagles and Jeanette M. Beagles own Lot 20A of the Amended Plat of the Amended Plat of Lot 20-20A, Block 17, Valley View Homes, Section Six, Great Falls, Cascade County, Montana. The Beagles entered into an Annexation Agreement with the City of Great Falls, which included a provision that funds would be held in escrow at D.A. Davidson for reimbursement for future roadway improvements adjacent to their property which are in the Falcon Ridge No. 4 Addition to the City of Great Falls.

Under an April 15, 1997 Improvements Agreement, the escrowed funds were set aside so that when the Falcon Ridge roadway improvements were made by the subdivision developer, the owners of the that development would be reimbursed with the escrowed funds. It was anticipated that the remainder of

Falcon Ridge improvements would have occurred relatively shortly after the agreement, however those improvements still are not complete over twenty years later.

The Beagles requested that the City evaluate the continued holding of the funds in escrow. In response, the City reviewed the agreements and facts applicable to the project. After his review, City Engineer David Dobbs indicated that the developer's reimbursement amounts cost data was not kept according to City requirements and, as stated above, that it was anticipated that the Falcon Ridge improvements would have been completed before now, thus it was determined reasonable to release the obligation to hold escrowed funds as security for the reimbursement obligations.

Attached as Exhibit A is Mr. Dobbs' memorandum in this regard. The Finance and Planning and Community Development Departments concurred with the release of escrowed funds. The City Attorney's Office determined that the Annexation Agreement which was entered into could be amended to allow for the release of escrowed funds to David H. Beagles and Jeanette M. Beagles.

Attached as Exhibit B is the Annexation Agreement Amendment which was prepared by the City Attorney's office and signed by the Beagles, which allows for the release of the funds subject to certain conditions, while retaining the remainder of the Annexation Agreement conditions. Ultimately, if the roadway improvements are made, the Beagles would still be obligated to pay their share of those improvements.

**Fiscal Impact:**

Under the terms of the Annexation Amendment Agreement, the Beagles are obligated to pay for costs of recording the Agreement and remain responsible for reimbursement of costs of their portion of the roadway improvements.

**Alternatives:**

The City Commission could not enter into the Annexation Amendment Agreement, and in such case the Beagles' funds would remain in escrow indefinitely until roadway improvements are made.

**Concurrences:**

City Engineer  
Finance Department  
Planning and Community Development

ATTACHMENTS:

- ▢ Beagles Exhibit A
- ▢ Beagles Exhibit B

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

**INTER-OFFICE MEMORANDUM**

June 26, 2017

TO: Sara Sexe, City Attorney

FROM: Dave Dobbs, City Engineer 

SUBJECT: Beagles Escrow Release

Following up on our discussions about releasing the Beagles annexation escrow, I have reviewed the two documents that most pertain. These are the "Annexation Agreement For Lot 20A, Block 17, Amended Plat Valley View Homes, Section Six" (Reel 320, Document 1186, recorded May 5, 1999; this annexed Beagles lot); and the "Improvement Agreement For Falcon Ridge No. 4 Addition" (Reel 296, Document 488, recorded August 15, 1997; this annexed part of the Falcon Ridge area by Roy and Diane Volk). Both documents are attached.

The most relevant sections of the Beagles document are Paragraphs 2, 4B, 4C, and 12. The most relevant sections of the Falcon Ridge No. 4 document are in Paragraph 14.

At that time, it was anticipated that the remainder of Falcon Ridge would soon be annexed and the roadway parts of the infrastructure would be complete. This did not happen. Also, cost data required in Paragraph 14 was not kept by the developer; data that was submitted was indecipherable, consisting of a hodgepodge of receipts and timesheets.

Given these items, it seems that releasing Beagles' \$10,000 would be appropriate.

**ANNEXATION AGREEMENT  
FOR  
LOT 20A, BLOCK 17  
AMENDED PLAT VALLEY VIEW HOMES, SECTION SIX**

**1. PREFACE**

The following is a binding Annexation Agreement dated this 6<sup>th</sup> day of April, 1999, between DAVID H. BEAGLES and JEANETTE M. BEAGLES, husband and wife, hereinafter referred to as "Owner" and the CITY OF GREAT FALLS, MONTANA, a municipal corporation of the State of Montana, hereinafter referred to as "City," regarding the requirements for annexing to the City of Great Falls, Lot 20A of the Amended Plat of the Amended Plat of Lot 20-20A, Block 17, Valley View Homes, Section Six, Great Falls, Cascade County, Montana, hereinafter referred to as "Lot 20A."

**2. PRIOR AGREEMENT**

Agreement dated April 15, 1997, between City and Roy D. and Diane N. Volk and Volk Construction, Inc., containing provisions for reimbursement for infrastructure improvements benefitting and serving Lot 20A, filed in the office of the Clerk and Recorder of Cascade County on Reel 296, Document 488.

**3. SUPPORTING DOCUMENTS**

- A. Easement for utilities and access from Roy D. and Diane N. Volk and Volk Construction, Inc., to the City, filed in the office of the Clerk and Recorder of Cascade County on Reel 296, Document 489.
- B. Amended Plat of the Amended Plat of Lot 20-20A, Block 17, Valley View Homes, Section 6, filed in the office of the Clerk and Recorder of Cascade County as Plat No. 5898.

**4. FEES, CHARGES AND REIMBURSEMENT**

A. Owner hereby agrees to pay prior to annexation of Lot 20A, the following required fees and annexation charges:

(i)	Fee for preparation of Annexation Agreement	\$ 200.00
(ii)	Resolution of Annexation Fee	100.00
(iii)	Storm sewer fee \$250.00/acre x .34 acres	85.00
(iv)	Fee for recording annexation documents	
	\$6/page x 9 pages	<u>54.00</u>

**TOTAL AMOUNT MADE PAYABLE TO  
CITY- COUNTY PLANNING BOARD . . . . . \$ 439.00**

- B. Provided herewith is a Money Market Account (#16784259) in the name of Owner and City, in the amount of Ten Thousand Dollars (\$10,000.00) by D. A. Davidson & Co. of Great Falls, Montana. At such time Lot 20A's proportionate share of existing infrastructure improvement costs is definitively determined, an amount equal to said costs shall be transferred from said Money Market Account to Roy D. and Diane N. Volk and Volk Construction, Inc., in accordance with the Agreement referenced in Paragraph 2 herein. Upon said transfer, any remaining balance from said Money Market Account shall be released to Owner.
- C. The absence of any fee lawfully charged by City in connection with annexation or construction within Lot 20A from this Agreement shall not constitute a waiver thereof by City.

5. **VALLEY VIEW DRIVE EXTENSION AND IMPROVEMENT**

Owner acknowledges and understands access to Lot 20A currently consists of a graveled corridor between Valley View Drive in Falcon Ridge Addition No. 4 and the intersection of Smelter Avenue and Ninth Street Northwest. Said graveled corridor is contained in the easement referenced in Paragraph 3.A. herein. At such time Valley View Drive is extended along the northerly portion of Lot 20A, Owner agrees to: 1) execute the appropriate instrument dedicating as public right of way the necessary portion of Valley View Drive within the northerly thirty (30) feet of Lot 20A; and 2) pay for its proportionate share of paving, curb, gutter and sidewalk within Valley View Drive abutting Lot 20A. Said roadway improvement costs shall include engineering, materials, equipment, earthwork, labor, inspection and testing.

6. **STORM DRAINAGE**

Owner hereby waives its right to protest any future special improvement district for storm drainage facilities, affecting the drainage area in which Lot 20A is located, lawfully created in accordance with the laws of the State of Montana.

7. **PUBLIC ROADWAY LIGHTING**

Owner hereby agrees to waive its right to protest any future special lighting district for public roadway lighting facilities in the area in which the Lot 20A is located, lawfully created in accordance with the laws of the State of Montana.

8. **ANNEXATION PREREQUISITES**

Lot 20A is contiguous to City; is not included within the boundary of any other incorporated municipality; nor is it part of any fire district existing or organized under any of the provisions of Chapter 33, Title 7, of the Montana Code Annotated.



9. WAIVER OF PROTEST OF ANNEXATION

Owner hereby waives any and all notice and its right to protest to annexation of Lot 20A by City.

10. MAINTENANCE DISTRICTS

Owner hereby agrees to waive its right to protest any maintenance district (including, but not limited to, dust palliative and fire hydrant) created by City and further agrees to pay its proportionate share of the costs associated with said maintenance districts.

11. CITY ACCEPTANCE OF ANNEXATION

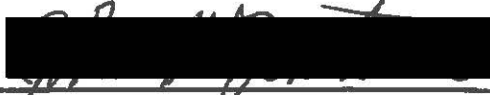
In consideration of the foregoing, City hereby accepts and approves the annexation of Lot 20A, assigning a zoning classification of "A" Residence Use, "B" Area District.

12. BINDING EFFECT

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

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


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

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

ATTEST:

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



INDEXED  
RECORDED MAY 5 1999  
TIME 3:00 P M  
DOCUMENT NO. \_\_\_\_\_  
P. J. H. H. K.  
Clerk of the Board  
Cascade County, Montana  
By 

200  
2/20  
2-1-99

APPROVED AS TO FORM:

[Redacted signature]

City Attorney

OWNER

[Redacted signature]

David H. Beagles

[Redacted signature]

Jeanette M. Beagles

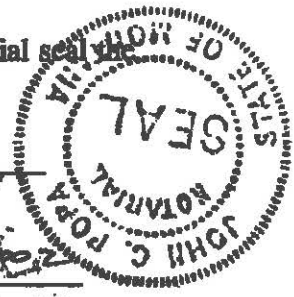
State of Montana )  
County of Cascade :  
City of Great Falls )

On this 22<sup>nd</sup> day of March, 1999, before me, the undersigned, a Notary Public for the State of Montana, personally appeared David H. Beagles and Jeanette M. Beagles whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Redacted signature]

Notary Public for the State of Montana  
Residing at Great Falls, Montana  
My Commission Expires: 1-26-2002



(Notarial Seal)

RECORDED AUG 15 1997  
 TIME 9:45 AM  
 DOCUMENT NO \_\_\_\_\_  
 FITA HODAK  
 Clerk and Recorder  
 Cascade County, Montana  
 By Louella J. Fox Deputy

**IMPROVEMENTS AGREEMENT  
 FOR  
 FALCON RIDGE NO. 4 ADDITION**

43  
 8  
 43

1. **PREFACE**

The following is a binding Agreement dated this 15th day of Apr. 1997, between ROY D. VOLK and DIANE N. VOLK, husband and wife, residing in Great Falls, Montana, and VOLK CONSTRUCTION, INC., a Montana Corporation, hereinafter referred to as "OWNER" and the CITY OF GREAT FALLS, MONTANA, a municipal corporation of the State of Montana, hereinafter referred to as "CITY", regarding the requirements for filing the final Plat and the annexation to the corporate limits of the City, of the unincorporated portion of FALCON RIDGE NO. 4 ADDITION, hereinafter referred to as "SUBDIVISION."

2. **PRIOR ACTIONS**

A. Agreement dated November 16, 1993, between City and Erik R. and Lorraine Gustafson, filed in the office of the Clerk and Recorder of Cascade County on Reel 259, Document 1474.

B. Addendum Agreement dated August 1, 1995, between City and Erik R. and Lorraine Gustafson, filed in the office of the Clerk and Recorder of Cascade County on Reel 278, Document 200.

C. Conditional approval of preliminary plat of SUBDIVISION, issued by the City Commission of the City of Great Falls, Montana, on September 17, 1996, and by the Board of County Commissioners of Cascade County, Montana, on October 1, 1996.

3. **SUPPORTING DOCUMENTS**

A. A final plat of SUBDIVISION, prepared by Wayne W. Dean, Montana Professional Engineer and Land Surveyor, Montana Reg. No. 742ES, and signed by Wayne W. Dean on Apr. 17, 1997 and filed of record in the Clerk and Recorder's Office of Cascade County, Montana.

B. Final engineering drawings and specifications prepared by Wayne W. Dean, Montana Professional Engineer and Land Surveyor, Montana Reg. No. 742ES, consisting of documents for sanitary sewer mains, water mains, drainage improvements, paving, curb and gutter. Said drawings and specifications, together with a utility master plan for the SUBDIVISION, including agreement and approval of CITY, U. S. West, Montana Power Company, Great Falls Gas Company and TCI Cable Television of Great Falls, are on file in the City Engineer's Office. Said drawings and specifications are subject to the approval of the Department of Environmental Quality of the State of Montana, not

Return to the City Clerk  
 P.O. Box 3021  
 Great Falls, MT 59403

as a condition of annexation, but as a condition precedent to the tapping of CITY water and sewer services in SUBDIVISION.

C. Title report, dated March 24, 1997, prepared by Commonwealth Land and Title Insurance Company (Mountain Title Company of Great Falls), certifying as to the names of the owner(s) of record of the land included in SUBDIVISION, and to the names of any lienholders or claimants or record against said land all of which lies in Cascade County, Montana, and more particularly described in said title report, is filed in the office of the Great Falls City-County Planning Board.

D. Two easements dated April 4, 1997, to accommodate a temporary cul-de-sac at the east terminus of Valley View Drive and utility lines and storm drainage facilities between the east boundary of SUBDIVISION and Ninth Street Northwest.

4. AMENDMENTS

Minor changes to engineering documents and such revisions to the engineering drawings as are deemed appropriate and necessary by CITY'S Engineer and CITY'S Public Works Department and which do not materially affect the hereinabove mentioned final plat, can be made as follows:

A. The proposed revision will be submitted to CITY'S Public Works Department for review and, if approved, the City Engineer or Public Works Director will sign and adequately annotate the change.

B. The annotated revision becomes a part of this Agreement upon CITY'S Public Works Department approval.

C. Changes during construction shall be made by change order approved by CITY'S Public Works Department.

D. "As Built" reproducible drawings shall be supplied to CITY'S Engineer upon completion of the construction.

E. All amendments to this Agreement, except as allowed above in this section, shall be in writing and approved by CITY and OWNER.

5. FEEES AND CHARGES

A. OWNER hereby agrees to pay prior to annexation and final approval of SUBDIVISION, the following required fees and annexation charges:

a. Resolution of Annexation fee	\$ 100.00
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b.	Fee for Agreement	200.00
c.	Final Plat Fee	200.00
d.	Storm Sewer Fee of \$250.00/acre x 2.492 acres to be annexed	623.00
e.	Fee in lieu of park land dedication	1,340.00
f.	Recording fees for Agreement, Resolution & Easements (\$6.00 per page x 16 pages)	<u>96.00</u>
	Total fees made payable to Great Falls City-County Planning Board	\$2,559.00

B. In the event CITY performs the inspection and testing of public utilities in SUBDIVISION, OWNER or its successors or assigns shall reimburse CITY for its expenses at the rates charged by CITY for said work at the time performed.

C. The absence of any fee lawfully charged by CITY in connection with construction of SUBDIVISION from this Agreement shall not constitute a waiver thereof by CITY.

6. PUBLIC IMPROVEMENTS

OWNER agrees to complete within two (2) years of the date of this Agreement, the installation of all water and sanitary sewer improvements, storm drainage improvements, street paving and curb and gutter to serve SUBDIVISION, according to plans in the City Engineer's Office and in accordance with standards of CITY.

7. STORM DRAINAGE

OWNER hereby agrees to waive right to protest any future areawide special improvement district for storm drainage facilities and further agrees to pay for proportionate share of any future storm drainage improvements which service SUBDIVISION that may be installed with or without an areawide special improvement district. The term "areawide" as used herein, means any area larger than that covered by SUBDIVISION which is a contributor to the drainage sub-basin of which SUBDIVISION is a part.

8. PUBLIC ROADWAY LIGHTING

OWNER hereby agrees to waive right to protest any future special lighting district for public roadway lighting facilities which service SUBDIVISION, and further agrees to pay for proportionate share of any future lighting improvements which service SUBDIVISION that may be installed with or without a special lighting district.

9. RESTRICTION ON SALES AND OCCUPANCY

OWNER hereby agrees not to close on any sale or transfer title to any lot or allow occupancy of any residential structure in SUBDIVISION until water and sanitary sewer mains necessary to serve SUBDIVISION have been installed, tested and accepted by the CITY.

10. MINIMUM WATER SERVICE REQUIREMENTS

OWNER hereby agrees not to close on any sale or transfer title to any lot or allow occupancy of any residential structure in SUBDIVISION whose main floor elevation is 3,460 feet or higher and whose water service pressure is less than 35 lbs/in.<sup>2</sup> (psi) until an adequate means of boosting the water pressure is accomplished through a plan approved by the CITY'S Public Works Department.

11. CONSTRUCTION TRAFFIC ROUTING

To reduce the potential traffic impact upon existing residential neighborhood roadways in the vicinity of 11th Street Northwest, OWNER hereby agrees to construct a temporary roadway between the easterly boundary of SUBDIVISION and the westerly extension of Smelter Avenue and undertake the necessary measures to route construction traffic associated with development of SUBDIVISION through said temporary roadway.

12. TOWNHOUSE SITE PLAN ADHERENCE

As development within Block 1 of SUBDIVISION is being processed in accordance with City's Townhouse Regulations, OWNER hereby agrees said development within Block 1 of SUBDIVISION shall be in full accordance with the site plan referenced in Paragraph 3.E. herein.

13. SIDEWALKS

It is hereby agreed that the following exception to the strict adherence of SUBDIVISION requirements will be permitted: sidewalks servicing and abutting any lot in SUBDIVISION shall be installed as a condition of final occupancy by the then lot owner with six (6) months (allowing for unfavorable weather conditions only) of occupancy. It is understood that the above provision regarding sidewalks shall not preclude CITY from exercising its authority provided by Chapter 12.28, Municipal Code of the City of Great Falls, pertaining to sidewalks.

14. FUTURE REIMBURSEMENT

OWNER shall pay the full cost of the improvements described by the final engineering documents referenced by Paragraph 3.B. herein, but shall be entitled to reimbursement for all costs and fees associated with development of SUBDIVISION exceeding OWNER'S proportionate share (including, but not limited to engineering, materials, equipment, earthwork,

labor, inspection and testing) associated with the water main, sanitary sewer main, paving, curb and gutter and storm drainage improvements to be installed between the easterly boundary of Block 2 of SUBDIVISION and Ninth Street Northeast from those presently unincorporated properties abutting, benefitting and serviceable by said improvements at such time said unincorporated properties annex to CITY. OWNER shall provide CITY with its actual cost of the installation of the hereinabove mentioned water main, sanitary sewer main, paving, curb and gutter and storm drainage improvements within twelve (12) months after approval and acceptance thereof by CITY. In the event of OWNER'S failure to provide CITY with said cost data, which is acceptable to CITY, CITY shall not be obliged to undertake collection of the reimbursement provided for herein, and the responsibility for collection thereof shall be that of OWNER, its heirs, successors and assigns. Failure of OWNER to provide CITY with said cost data for reimbursement as herein required shall in no way alter the obligation of any other party to make reimbursement as provided for herein, said failure affecting only CITY'S obligation to assist in collection thereof.

15. WAIVER OF PROTEST OF ANNEXATION

OWNER does hereby waive any and all statutory procedure notice on right of protest to this annexation as provided for by State law.

16. WARRANTY AND OWNERSHIP OF UTILITIES AND STREET IMPROVEMENTS.

A. After the public utilities and street improvements described in Paragraph 3.B. hereof have been installed and accepted by CITY, the same shall be in all respects treated, owned and maintained as though the same had been constructed and installed by CITY. However, to the extent installed by OWNER, OWNER or his contractor shall guarantee said improvements against defective work for a period of two (2) years and against defective materials for a period of one (1) year from date of acceptance of the completed improvements by CITY.

B. OWNER shall retain a private consultant to provide full time inspection during the installation of water, sewer, and storm drainage systems, concrete, asphalt, placement of fill material, and during compacting and materials handling. Spot inspections shall be acceptable during cut operations, cleanup and miscellaneous grading, and during times when only the excavation portion (as opposed in bedding, pipe installation and backfilling portions) of utility trenches is being performed. Said inspection shall be provided during the period of construction associated with the installation of the public improvements referenced in Paragraph 3.B. hereof. Daily inspection reports and testing results will be submitted to the City Engineer's Office as part of the "as built" requirement. If adequate inspection is not provided by OWNER, the CITY, upon adequate notice to OWNER, will inspect said public installations and charge the OWNER \$40.00 per hour for said inspection services plus miscellaneous testing cost.

17. ANNEXATION PREREQUISITES

The unincorporated portion of SUBDIVISION is contiguous to CITY; is not included within the boundary of any other incorporated municipality; nor is it part of any fire district

existing or organized under any of the provisions of Chapter 33, Title 7, of the Montana Code Annotated.

18. MAINTENANCE DISTRICTS

OWNER waives its right to protest the lawful creation by CITY of maintenance districts for any proper purpose, including, but not limited to, fire hydrant and street maintenance and shall pay the proportionate share of the costs associated with said maintenance districts.

19. CITY ACCEPTANCE AND SUBDIVISION ZONING

In consideration of the foregoing:

- (1) CITY hereby accepts and approves the final plat of SUBDIVISION; and,
- (2) CITY will approve the unincorporated Lots within SUBDIVISION for incorporation into CITY assigning a zoning classification of "A" Residence Use, "C" Area District to Block 1 and "A" Residence Use, "B" Area District to Lots 1 and 4-6, Block 2 of SUBDIVISION. It is hereby understood that the preceding language regarding zoning of lots in SUBDIVISION does not preclude CITY from reclassifying lots if an areawide reclassification is undertaken, in which event CITY agrees to reclassify said lots as a conforming use.

20. BINDING EFFECT

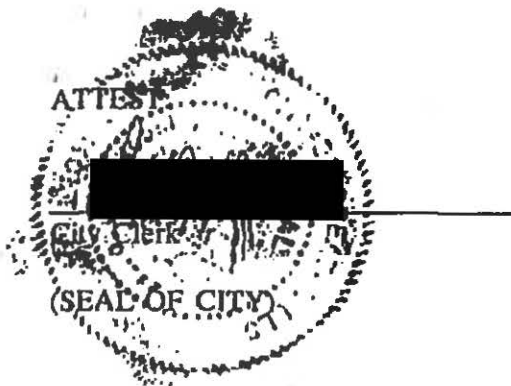
The provisions, covenants, and terms of this Agreement shall run with the land and bind the present owners, their devisees, heirs, successors, and assigns; and any and all parties claiming by, through, or under them, shall be taken to agree and covenant with each of the parties to this Agreement, their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

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

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

[Redacted Signature]

City Manager





APPROVED AS TO FORM:

[Redacted signature]

City Attorney

OWNER

[Redacted signature]

Roy D. Volk

[Redacted signature]

Diane N. Volk

State of Montana )  
: ss.  
County of Cascade)

On this 8<sup>th</sup> day of April, in the year A. D. One thousand nine hundred and ninety-seven, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Roy D. Volk and Diane N. Volk known to me the undersigned (or proved to me on oath of \_\_\_\_\_) to be the person\_s whose name\_s subscribed to the within instrument, and acknowledge to me that t he y each of them respectively, executed the same.

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

[Redacted signature]

Notary Public for the State of MT  
Residing at Great Falls  
My Commission Expires 1/19, 1998




OWNER  
VOLK CONSTRUCTION, INC.

By: 

State of Montana )  
                          : ss.  
County of Cascade)

On this 8<sup>th</sup> day of April, in the year A. D. One thousand nine hundred and ninety-seven, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Roy D. Volk, Pres. known to me the undersigned (or proved to me on oath of \_\_\_\_\_) to be the person s whose name s subscribed to the within instrument, and acknowledge to me that h e y each of them respectively, executed the same.

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

  
Notary Public for the State of MT  
Residing at Great Falls  
My Commission Expires 1/19, 1998



**ANNEXATION AGREEMENT AMENDMENT  
FOR  
LOT 20A, BLOCK 17,  
AMENDED PLAT VALLEY VIEW HOMES,  
CASCADE COUNTY, MONTANA**

1. PREFACE

This is a binding Agreement dated this 4<sup>th</sup> day of October, 2017, between DAVID H. BEAGLES and JEANETTE M. BEAGLES, hereinafter referred to as "Owner", and the CITY OF GREAT FALLS, MONTANA, a municipal corporation of the State of Montana, hereinafter referred to as "City," regarding the Annexation Agreement for Lot 20A of the Amended Plat of the Amended Plat of Lot 20-20A, Block 17, Valley View Homes, Section Six, Great Falls, Cascade County, Montana, hereinafter referred to as "Lot 20A."

2. SUPPORTING DOCUMENTS

- A. *Annexation Agreement* dated April 6, 1999 signed by the Owner, and filed in the office of the Clerk and Recorder of Cascade County, Montana, on the 5th day of May, 1999, recorded at Reel 320, Document 1185, hereinafter referred to as "Beagles Annexation Agreement."
- B. *Improvements Agreement for Falcon Ridge No. 4 Addition*, signed by Roy D. Volk and Diane N. Volk, and Volk Construction, Inc., and filed in the office of the Clerk and Recorder of Cascade County, Montana, on the 15<sup>th</sup> day of April, 1997, recorded at Reel 396, Document 488, hereinafter referred to as "Volk Improvement Agreement."
- C. June 26, 2017 *Memorandum* from Dave Dobbs, City Engineer.

3. AMENDMENT

Owner and City mutually agree to modify the Beagles Annexation Agreement at paragraph 4, page 2, as follows, with strikeout showing language removed and bolding showing language added:

B. ~~Provided herewith is a~~ **The** Money Market Account (#16784259) in the name of Owner and City, in the amount of Ten Thousand Dollars (\$10,000) by D.A. Davidson & Co. of Great Falls, Montana **being held for reimbursement of** ~~—At such time—~~ Lot 20A's proportionate share of existing infrastructure improvement costs is ~~definitively determined, an amount equal to said costs shall be transferred from said Money Market Account to Roy D. and Diane N. Volk and Volk Construction, Inc.,~~ **may be fully released to Owner. Owner remains directly responsible for payment of any and all proportionate share of costs,**

without the obligation to provide security to ensure the payment of such costs, in accordance with the Agreement referenced in Paragraph 2. herein. Upon said transfer, any remaining balance from said Money Market Account shall be released to Owner.

Owner shall indemnify, hold harmless and defend the City of Great Falls, its officers, agents, servants and employees and assigns from and against all claims, debts, liabilities, fines, penalties, obligations and costs including reasonable attorney fees, that arise from, result from or relate to the release of the funds said Money Market Account to Owner. This indemnity obligation runs with the land.

4. REMAINING TERMS AND CONDITIONS

All other conditions and provisions of the Beagles Annexation Agreement, including but not limited to any reimbursement obligations set forth in the Volk Improvement Agreement, remain in full force and effect.

5. FEES AND CHARGES

A. Owner shall be obligated to pay the recording fees of \$21.00 (\$7.00 per page x 3 pages) for recording this Annexation Agreement Amendment, as provided by City policy, ordinances and resolutions.

B. The absence of any fee from this agreement lawfully charged by the City shall not constitute a waiver of such fee by the City.

6. BINDING EFFECT

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

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

DATED this 4<sup>th</sup> day of October, 2017.



DAVID H. BEAGLES



JEANETTE M. BEAGLES

State of Montana )  
  :SS.  
County of Cascade)

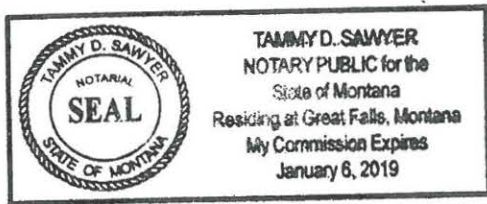
On this 4 day of October, 2017, before me, the undersigned, a Notary Public for the State of Montana, personally appeared DAVID H. BEAGLES and JEANETTE M. BEAGLES, known to me to be the persons whose names are subscribed to the foregoing instrument within and acknowledged to me that they executed the same.

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

(NOTARIAL SEAL)



Notary Signature



**CITY OF GREAT FALLS**  
A Municipal Corporation of the State of Montana

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

ATTEST:

(Seal of the City)

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

REVIEWED FOR LEGAL CONTENT\*:

\_\_\_\_\_  
Sara R. Sexe, 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.



**Item:** Ordinance 3179, “An Ordinance Establishing and Reserving Titles 7, 11 and 14 Of The Official Code Of The City Of Great Falls (OCCGF).”

**From:** City Attorney’s Office

**Initiated By:** City Attorney’s Office

**Presented By:** Sara R. Sexe, City Attorney

**Action Requested:** Accept Ordinance 3179 on first reading and set second reading for December 5, 2017.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3179 on first reading and set second reading for December 5, 2017.”

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

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**Staff Recommendation:**

Staff recommends that the City Commission accept Ordinance 3179 on first reading and set second reading for December 5, 2017.

**Background:**

Members of the City Commission and Staff have examined numerous sections of the OCCGF in an effort to update the Code. City staff has assembled input from the different departments to continue with a comprehensive revision of the Code.

The Ordinance under consideration is to establish and reserve Titles 7, 11, and 14 of the OCCGF. A major goal of the comprehensive revision of the Code is to make it numerically correct for referencing purposes. Currently, Titles 7, 11, or 14 are the only non-existent Titles in the OCCGF. By adopting Ordinance 3179, the Code would then be complete from Title 1 to Title 17. By simply reserving these titles, there will be no substantive impact on any other provisions of the Code. This will also allow for additional provisions in the Code for any future substantive regulation.

Ord. 3179 Exhibit "A" depicts how the titles will read when codified.

ATTACHMENTS:

- ▣ Ordinance 3179
- ▣ Ord. 3179 Exhibit "A"

**ORDINANCE 3179**

**AN ORDINANCE ESTABLISHING AND RESERVING TITLES 4, 7, AND 11 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF)**

\* \* \* \* \*

**WHEREAS**, the OCCGF is in the process of a comprehensive revision process; and

**WHEREAS**, a goal of the revision process is to re-write the OCCGF to be in correct numerical order; and

**WHEREAS**, the OCCGF currently does not contain a Title 7, 11, or 14; and

**WHEREAS**, the City Commission wishes to establish and reserve these titles in the OCCGF for future substantive regulation.

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

Section 1. OCCGF Titles 7, 11, and 14 are hereby established as “RESERVED” for future substantive regulation; and

Section 2. OCCGF Titles 7, 11, and 14 shall be codified as depicted in Exhibit “A” attached hereto; and

Section 3. 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 November 21, 2017.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading December 5, 2017.

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



ATTEST:

(CITY SEAL)

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Darcy Dea, Deputy City Clerk

APPROVED FOR LEGAL CONTENT:

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Joseph P. Cik, Assistant City Attorney

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

I, Darcy Dea, Deputy 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 3179 on the Great Falls Civic Center posting board and the Great Falls City website.

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Darcy Dea, Deputy City Clerk

(CITY SEAL)

Exhibit "A"

Titles

7, 11, and 14 RESERVED.

**Title 7    RESERVED.**

(Ord. 3179, 2017)

...

**Title 11    RESERVED.**

(Ord. 3179, 2017)

...

**Title 14    RESERVED.**

(Ord. 3179, 2017)



**Item:** Resolution 10216, Golf Fees.

**From:** Park & Recreation

**Initiated By:** Park & Recreation

**Presented By:** Patty Rearden

**Action Requested:** Set Public Hearing on Resolution 10216

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**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (set/not set) a public hearing on Resolution 10216, Golf Fees, for December 5, 2017."

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

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**Staff Recommendation:**

Staff recommends that the City Commission set a public hearing on Resolution 10216, Golf Fees, for December 5, 2017. Resolution 10216 would repeal Resolution 10121 and set fees for the 2018 and 2019 golf season.

**Background:**

In an effort to maintain current operations, anticipate future demands, and promote the golfing community, fees need to be established that will help offset expenditures relating to operation costs, equipment replacement, capital improvements, and debt associated with the golf courses. Fees have not been increased since January 2016, and therefore, staff recommends the following:

1. Season Pass Fees

a. Increase season pass fees 10% in 2018 and 5% in 2019 (excludes junior passes).

b. Eliminate single course season passes for Eagle Falls Golf Club (EF) and Anaconda Hills Golf Course (AH) and offer only the joint season pass in 2019.

i. Eagle Falls and Anaconda Hills 2018 season pass holders would be grandfathered in and would not be required to purchase a joint season pass in 2019.

2. Green Fees

- a. No fee increases in 2018
- b. 5% fee increase in 2019 (excludes junior green fees)
- c. Anaconda Hills only - children ages 5-12 play free, including cart seat, with a paying adult.
- d. Reinstate cybercard
  - i. 25% discount on green fees, cart rentals, range balls and pro shop merchandise (in-stock, regularly priced items).
  - ii. Fee \$85 in 2018, increase to \$90 in 2019. (Note: cost in 2015 was \$65)

3. Driving Range Fees

- a. Small bucket of balls, increase from \$3.00 to \$4.00 for 2018 and to \$5.00 in 2019.
- b. Large bucket of balls, increase from \$5.00 to \$6.00 for 2018 and to \$7.00 in 2019.

4. Cart Rental Fee

- a. Increase annual cart pass fee 10% in 2018, and 5% in 2019.
- b. Cart rental for 9 or 18 holes (per person) remains the same.

5. Tournaments and Group Outings

- a. Eliminate \$5 per person fee

6. No change to trail or cart storage fees.

**Fiscal Impact:**

The increase in fees is projected to bring in an additional \$90,300 in revenue for 2018 and \$49,800 for 2019.

**Alternatives:**

An alternative would be to not increase golf fees.

**Concurrences:**

On October 23, 2017, staff reviewed the proposed fees with members of the Golf Advisory Board. The Golf Board recommended that the City Commission approve the golf fees as presented.

ATTACHMENTS:

- Resolution 10216

**RESOLUTION NO. 10216**  
**A RESOLUTION TO ESTABLISH GOLF FEES FOR**  
**EAGLE FALLS GOLF CLUB AND ANACONDA HILLS GOLF COURSE**

**WHEREAS**, the Park and Recreation Department’s primary focus is to enhance the overall health and livability of our community; and

**WHEREAS**, the Park and Recreation staff, with support from the Golf Advisory Board, have strived to operate quality facilities and programs at affordable prices and promote an extraordinary golfing experience in our community; and

**WHEREAS**, the City Commission adopted Resolution10121, “A Resolution to Establish Golf Fees for Eagle Falls Golf Club and Anaconda Hills Golf Course” on November 3, 2015 and said fees have not been adjusted since that time; and

**WHEREAS**, having considered the cost of operation, administration, and maintenance of both golf courses under the responsibility and care of the City of Great Falls Parks and Recreation Department, it is deemed necessary and appropriate to adjust fees associated therewith;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA**, that the fee structure for season passes, trails, greens, cart storage and rental are hereby established as follows:

<b>AH: Anaconda Hills Golf Course</b>		<b>EF: Eagle Falls Golf Club</b>				
<b>SEASON PASS</b>	<b>AH 2018</b>	<b>EF 2018</b>	<b>Joint 2018</b>	<b>AH 2019</b>	<b>EF 2019</b>	<b>Joint 2019</b>
Adult Full Season Pass	565.00	660.00	770.00	595.00*	695.00*	810.00
Adult Restricted Season Pass	435.00	530.00	595.00	460.00*	555.00*	625.00
Junior Full Season Pass	210.00	230.00	255.00	210.00*	230.00*	255.00
Junior Restricted Season Pass	170.00	180.00	190.00	170.00*	180.00*	190.00
<b>TRAIL FEE</b>						
Daily Trail Fee	15.00					
Season Trail Free	300.00					

<b>CART STORAGE FEE</b>								
Storage Cart Gas	265.00							
Storage Cart Electric	300.00							
<b>GREEN FEES</b>								
	<b>AH Weekday 2018</b>	<b>EF Weekday 2018</b>	<b>AH Weekend 2018</b>	<b>EF Weekend 2018</b>	<b>AH Weekday 2019</b>	<b>EF Weekday 2019</b>	<b>AH Weekend 2019</b>	<b>EF Weekend 2019</b>
18 Hole Green Fee	26.00	32.00	30.00	35.00	28.00	34.00	32.00	37.00
9 Hole Green Fee	16.00	19.00	18.00	20.00	17.00	20.00	19.00	21.00
Junior Green Fee (all day)	15.00	17.00	17.00	18.00	15.00	17.00	17.00	18.00

<b>GREEN FEE SPECIALS</b>							
Weekday Swing Time 1:00-4:00	18.00	21.00			19.00	22.00	
Weekend Swing Time noon - on			21.00	25.00			22.00 26.00
Swing Time Cart Rental (per person*)			12.00	12.00			12.00 12.00
<b>CART RENTAL</b>							
	<b>2018</b>	<b>2019</b>					
Cart Rental 9 Hole (per person*)	10.00	10.00					
Cart Rental 18 Hole (per person*)	15.00	15.00					
Annual Cart Pass	790.00	830.00					
<b>CYBER CARD</b>							
	<b>2018</b>	<b>2019</b>					
	85.00	90.00					

\* In 2019 Anaconda Hills Passes and Eagle Falls Passes will only be sold to those grandfathered in from 2018. All new passes will be Joint Passes only.

The Park and Recreation Director or the Director’s designated representative has the option to offer special short term promotions, up to a maximum of a 25% discount, for the purpose of marketing the golf courses, encouraging increased usage and resulting in improved revenue based on the following criteria: 1) During blocks of unused tee times due to weather, holidays, other events in the area, shoulder seasons and other unexpected slow times; and/or 2) Special pricing intended to increase frequency of play.

**BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA** that Resolution 10121 is hereby repealed.

**PASSED AND ADOPTED** by the City Commission of the City of Great Falls, Montana, this 5th day of December, 2017.

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

ATTEST:

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

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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Sara Sexe, City Attorney