



**City Commission Agenda  
Civic Center, 2 Park Drive South, Great Falls, MT  
Commission Chambers Room 206  
December 18, 2018**

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL/STAFF INTRODUCTIONS**

**AGENDA APPROVAL**

**CONFLICT DISCLOSURE/ EX PARTE COMMUNICATIONS**

**FIREFIGHTER OATH**

Firefighter Oaths - Travis Cik, Brett Castillo, Ryan Olson

**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.
4. Reappointment and Appointments, Great Falls Planning Advisory Board.

**CITY MANAGER**

5. 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.*

6. Minutes, December 4, 2018, Commission meeting.
7. Total Expenditures of \$4,042,177 for the period of November 17, 2018 through December 5, 2018, to include claims over \$5,000, in the amount of \$3,838,470.
8. Contracts List.
9. Grants List.
10. Reschedule the regularly scheduled Commission meeting date of Tuesday, January 1,

2019, to Wednesday, January 2, 2019.

11. Approve a Utility Bill Printing and Mailing Services Agreement with DataProse.
12. Approve a Master Services and Metro Ethernet Agreement in the amount of \$110,232 per year for a 3 year term to Centurylink, Inc. for network services.
13. Approve the purchase of one 2017 Elgin Pelican 3-wheel mechanical sweeper for \$193,113, from Titan Machinery of Great Falls through Sourcewell purchasing program.
14. Approve Change Order No. 1 in the amount of \$6,972.56 and the Final Payment for the Lift Station #8 Removal, in the amount of \$11,135.15 to Central Excavation and \$112.48 to the State Miscellaneous Tax Fund and authorize the City Manager to execute the necessary documents and to make the payments.
15. Approve Final Payment for the Gore Hill Pump Station Pump Replacement project in the amount of \$3,459.06 to Sletten Construction Company and \$34.94 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.
16. Award a contract in the amount of \$83,000 to Horn Construction for the West Bank Park Phase 3 Project, and authorize the City Manager to execute the construction contract documents.
17. Set a public hearing for January 2, 2019, for consideration of a Lease Agreement with the Children's Museum of Montana for the property located at #22 Railroad Square.

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

## **PUBLIC HEARINGS**

18. Resolution 10277, Approving a Conditional Use Permit for an "Indoor Sports and Recreation" land use upon the property located at 901 9th Street North.

*Action: Conduct public hearing and adopt or deny Res. 10277. (Presented by Erin Borland)*

## **OLD BUSINESS**

## **NEW BUSINESS**

19. Comprehensive Annual Financial Report (CAFR) and Audit Report, FY 2017-2018.

*Action: Accept or deny the FY 2017-2018 CAFR, the Required Client Communication Letter as presented, and authorize staff to submit the related reports to other government agencies and financial institutions as necessary. (Presented by Melissa Kinzler)*

20. Minor Subdivision - West Bank Landing, a subdivision of Lot 2 of Certificate of Survey #5113 initiated by Skip Rock LLC.

*Action: Approve or deny the Amended Plat of the Minor Subdivision and accompanying Findings of Fact. (Presented by Erin Borland)*

21. Anaconda Hills and Eagle Falls Golf Course Management Agreement.

*Action: Approve or deny a three year Golf Course Management Agreement with CourseCo. (Presented by Steve Herrig)*

## **ORDINANCES/RESOLUTIONS**

22. Ordinance 3195, Assigning I-2 Heavy Industrial zoning to a portion of a tract of land equaling +/- 6.254 acres addressed as 4415 River Drive North currently owned by

Talcott Holdings Inc.

*Action: Accept or not accept Ord. 3195 on first reading and set a public hearing for January 15, 2019. (Presented by Erin Borland)*

23. Resolution 10275, Resolution of Intention to Vacate 1st Alley South within Block 354, Great Falls Original Townsite.

*Action: Adopt or deny Resolution of Intent 10275, and set a public hearing for January 15, 2019. (Presented by Erin Borland)*

## **CITY COMMISSION**

24. Miscellaneous reports and announcements from the City Commission.

25. Commission Initiatives.

## **ADJOURNMENT**

*(Please exit the chambers as quickly as possible. Chamber doors will be closed 5 minutes after adjournment of the meeting.) Commission meetings are televised on cable channel 190. If a video recording is available it will be posted on the City's website at <https://greatfallsmt.net> after the meeting. 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:** Reappointment and Appointments, Great Falls Planning Advisory Board

**From:** City Manager's Office

**Initiated By:** City Commission

**Presented By:** City Commission

**Action Requested:** Reappoint one member and appoint two members to the Great Falls Planning Advisory Board

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission reappoint Dave Bertelsen and appoint \_\_\_\_\_ and \_\_\_\_\_ to the Great Falls Planning Advisory Board for three-year terms ending on December 31, 2021.”

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

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**Staff Recommendation:**

It is recommended that the City Commission reappoint Dave Bertelsen and appoint two members for three-year terms ending on December 31, 2021, to the Great Falls Planning Advisory Board.

**Summary:**

There are currently two openings on the Planning Advisory Board. Scot Davis was appointed to the Board in 2011 and has served two full terms therefore he is not eligible for reappointment. Amanda Thompson was appointed to the Board on February 6, 2018 for a partial term. She has decided not to serve another term.

In addition, Dave Bertelsen has been on the Board since August 2017 and is interested in serving his first full three year term. His current term is set to expire on December 31, 2018.

Advertisement to fill vacancies has been done through the local media and the City’s website. Five applications were received. Applicants are:

- Kelly Buschmeyer

- Charlie Langford
- Samantha Shinaberger
- Kevin Langkiet
- Dylan Champagne

During the Planning Advisory Board meeting on October 23, 2018 the Board recommended reappointment of Mr. Bertelsen. On November 27, 2018 the Board reviewed the applications and recommended the Commission appoint Ms. Shinaberger and Ms. Buschmeyer to the Board.

**Purpose**

The Great Falls Planning Advisory Board was created in lieu of the Great Falls City-County Planning Board. Further, the advisory board has jurisdiction within the City limits consists of nine citizen members appointed by the City Commission. The Planning Advisory Board performs and provides the duties, services and functions specified in Ordinance No. 2913, generally involving growth policies, subdivision applications and plats, annexation applications, zoning and rezoning petitions, conditional use permits, long range planning, transportation planning, Community Transportation Enhancement Program administration, historic preservation services, etc.

Members must reside within the city limits. City employees and elected officials are not eligible for appointment.

**Background:**

Continuing members of this board are:

	Terms
Patrick Sullivan	9/19/17 – 12/31/20
Anthony Houtz	1/21/14 – 12/31/19
Michael Wedekind	10/7/15 – 12/31/19
Charles Pankratz	6/20/17 – 12/31/19
Peter Fontana	4/7/15 – 12/31/20
Tory Mills	3/6/18 – 12/31/20

Member interested in reappointment:

Dave Bertelsen	8/15/17 -- 12/31/18
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Citizens interested in serving on the Board:

- Kelly Buschmeyer
- Charlie Langford
- Samantha Shinaberger
- Kevin Langkiet
- Dylan Champagne

**Alternatives:**

Advertise to seek other citizen interest.

ATTACHMENTS:

- ▢ Application - Buschmeyer
- ▢ Application - Langford
- ▢ Application - Shinaberger
- ▢ Application - Langkiet
- ▢ Application - Champagne



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

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

Board/Commission Applying For: <b>Planning Advisory Board or Adjustments / Appeals Board</b>		Date of Application: <b>09/20/18</b>
Name: <b>Kelly Buschmeyer</b>		
Home Address: <b>47 37th Ave NW Great Falls, MT 59404</b>		Email address: <b>k_buschmeyer@yahoo.com</b>
Home Phone: <b>714-420-0242</b>	Work Phone: <b>406-577-2772</b>	Cell Phone: <b>714-420-0242</b>
Occupation: <b>Construction Management</b>		Employer: <b>Jackson Contractor Group</b>
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: <b>I have worked on the design side, as well as the construction side for over the past 15 years. I also have worked for the Office of Historic Preservation, and have extensive experience working with multiple City offices and Public Works Departments.</b>		
Educational Background: <b>I have my Masters in Anthropology, with an emphasis in Historic Preservation / Archaeology. I am also a Certified Construction Manager with CMCI.</b>		
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>		
Previous and current service activities: <b>I am a volunteer as a guardian ad litem, with CASA in Cascade County. I also volunteer with Race Montana when they need assistance. I was a volunteer for PAWS in Chicago (2015), and Cuddly Canines Rescue in Southern California from (2007-2010).</b>		
Previous and current public experience (elective or appointive): <b>N/A</b>		
Membership in other community organizations: <b>Member of the Construction Management Association of America, CMAA. Member of the Women in Transportation (WTS) - Chicago Chapter</b>		

Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?	
Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?	
Please describe your interest in serving on this board/commission?  We moved to Great Falls July 2017, and I've been seeking different opportunities on how I can become more involved in the community. I was at the Builders Exchange yesterday morning, and was told that there were openings for the above noted Boards and that I could be of value if I applied.	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission?  I have worked in the A/E and construction industry for over 15 years. I have a wide variety of project experience from: infrastructure, aviation, transportation, federal, and commercial work. I also have a background in historic preservation, while working for the State of California.	
Additional comments:  I think I would be a useful candidate for the Planning Advisory Board or Adjustments / Appeals Board. My experience working in different parts of the United States and different agencies, could be useful to the City of Great Falls. I will be more than happy to provide my resume and project history if you prefer. I look forward to hearing from you.	
Signature  Kelly Buschmeyer	Date:  09/20/18

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

**Return this form to:**

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

Fax:  
(406) 727-0005

Email:  
kartis@greatfallsmt.net





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


RECEIVED

OCT 11 2018

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

CITY MANAGER

Board/Commission Applying For: <b>BOARD OF ADJUSTMENT</b>		Date of Application: <b>10-9-18</b>	
Name: <b>CHARLIE LANGFORD</b>			
Home Address: <b>706 6th AVE. N. GREAT FALLS, MT 59401</b>		Email address: <b>charlie1@lpwarchitecture.com</b>	
Home Phone: <b>(406) 231-6352</b>	Work Phone: <b>(406) 771-0770</b>	Cell Phone: <b>(406) 231-6352</b>	
Occupation: <b>ASSOCIATE ARCHITECT</b>		Employer: <b>LPW ARCHITECTURE</b>	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)			
Related experiences or background: <b>HAVE WORKED FOR G.F. ARCHITECTURE FIRMS SINCE 2012</b>			
Educational Background: <b>MA ARCHITECTURE - MSU BOZEMAN 2012</b>			
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>			
Previous and current service activities: <b>LEADERSHIP GREAT FALLS 2017-18 G.F. SOCIETY OF ARCHITECTS 2015 thru present</b>			
Previous and current public experience (elective or appointive): <b>NONE</b>			
Membership in other community organizations:			

Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?	
Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?	
Please describe your interest in serving on this board/commission? <i>I believe it is a great opportunity to get further involved in the planning &amp; development process for the city of Great Falls.</i>	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? <i>My career since 2012 as an Architect, as well as my 40 years as a resident of G.F. &amp; long-time homeowner.</i>	
Additional comments:	
Signature 	Date: <i>10-9-18</i>

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

Board/Commission Applying For:  City Planning Board		Date of Application:  11/2/2018	
Name:  Samantha Shinaberger			
Home Address:  3008 2nd Ave North, Great Falls, MT 59405		Email address:  samantha.shinaberger@gfclinic.com	
Home Phone: 406-750-3326	Work Phone: 406-771-3107	Cell Phone: 406-750-3326	
Occupation:  Director of Professional Relations		Employer:  Great Falls Clinic	
Would your work schedule conflict with meeting dates?    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)			
Related experiences or background: In regards to zoning and planning decisions, I worked with LPW and other firms to rezone the Clinic's property in order to earmark a portion of the land for the Foundation. I have limited experience and background on other planning regulations but support development in Great Falls and want to help.			
Educational Background:  Masters in Business Administration from the University of Montana - see CV			
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>			
Previous and current service activities:  See CV			
Previous and current public experience (elective or appointive):  NA			
Membership in other community organizations:  See CV			

Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?	
Are you currently serving on a Board? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, which board? Board member and officer for Lewis and Clark Foundation, Officer for Great Falls Clinic Legacy Foundation	
Please describe your interest in serving on this board/commission? I understand the struggle the City had with having proper attendance at the planning board meetings when I was going through the process of seeking City approval. It is a challenge for all businesses, new and old, and it should not be that way if the city of Great Falls wants to see growth. My interest rests with the growth of Great Falls and the fact that the board currently struggles to have a quorum is very alarming. How are we supposed to draw more people of my generation if my generation does not have say?	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? As I mentioned above, I have limited experience with planning but I do have experience with boards and I am familiar with Great Falls and the need for growth. My experience serving on various committees and boards throughout the community would make me a qualified, motivated candidate for board service.	
Additional comments: I understand if more experience with planning and zoning is a need or a requirement for this board. I do not intend to join a board where I would not do well to serve and if I am incorrectly assuming the board's responsibilities in regards to business and community development, please withdraw my application. However, I am a quick learner and am willing to brush up on items that may help the board/City. Thank you for your consideration.	
Signature <i>Samantha Shinaberger</i>	Date: 11/2/2018

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kartis@greatfallsmt.net

**SAMANTHA SHINABERGER, MBA**

3008 2<sup>ND</sup> AVE. NORTH | GREAT FALLS, MT 59401 | 406-750-3326 | SHINABERGERS@HOTMAIL.COM

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Dedicated and highly motivated professional with 5+ years of healthcare and business experience in marketing, leadership, advertising, public relations, recruiting, communication and non-profit management.

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**Core Skills**

- Marketing and Advertising
  - Social Media Marketing
  - Public Relations
  - Communication
  - Sales
  - Event Management
  - Non-profit Management
  - Capital Campaign Experience
  - Leadership and Team Building
  - Physician and Provider Recruiting
  - Conflict Resolution
- 

**Education**

UNIVERSITY OF MONTANA COLLEGE OF BUSINESS – Missoula, MT - Master of Business Administration (May 2018)

MONTANA STATE UNIVERSITY OF BILLINGS – Billings, MT – Bachelor of Science in Business Administration (December 2015)

GREAT FALLS COLLEGE MSU - Great Falls, MT – Associate of Arts in General Education (May 2013)

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**Work Experience**

**GREAT FALLS CLINIC, LLP**, GREAT FALLS, MT (OCT. 2013 – PRESENT)  
*Marketing, Public Relations, Physician/Provider Recruiting and Compliance Manager*  
Role to successfully assist the facility to implement marketing and public relations campaigns, special events, and to increase brand and retail awareness of the Great Falls Clinic, Great Falls Clinic Hospital and Great Falls Clinic Surgery Center. In addition, recruiting requirement are to successfully assist the facility in recruiting, onboarding, and retaining qualified physicians and mid-level practitioners.

- Complete marketing campaign revision to develop new branded marketing for all entities including Clinic, Hospital and Surgery Center.
- Created and manage all social media and web presence
- Development, design and roll out of new company website
- Increased company involvement in community activities from sponsorship and volunteer perspective

**GREAT FALLS CLINIC LEGACY FOUNDATION**, GREAT FALLS, MT (APRIL 2015 – PRESENT)  
*Executive Director*

Tasked with starting up a non-existent 501(c)3 non-profit organization with the primary goal to build and sustain a short-term outpatient housing facility for patients traveling to Great Falls for treatment. Responsible for strategic program development, daily

**SAMANTHA SHINABERGER, MBA**

3008 2<sup>ND</sup> AVE. NORTH | GREAT FALLS, MT 59401 | 406-750-3326 | SHINABERGERS@HOTMAIL.COM

administration and management of Foundation. Duties included implementing, fund development, marketing, financial management, supervision and coordination of paid staff, board members, committees and volunteers, and maintaining all operations.

- Successfully recruited a board of twelve community leaders
- Successfully launched capital campaign in July of 2017 and raised \$1.3M of its \$2.4M goal in first six months
- Successfully incorporated volunteer program into company locations when applicable

**LENSCRAFTERS, GREAT FALLS, MT**

(JUNE 2013- AUGUST 2014)

*Lead Sales Associate*

Tasked with sales and fitting for optical wear for incoming patients and/or customers. Top sales associate and customer service leader.

- Recognized with Legendary Customer Service Award by Luxottica Retail

**HIGHGATE SENIOR LIVING, GREAT FALLS, MT**

(JUNE 2011-FEBRUARY 2013)

*Medical Technician*

Supervised care partner staff while administering medication to residents and providing emergency care as needed. Collaborated with nursing staff, providers, and management.

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**Organizations & Community Involvement**

Secretary, Great Falls Clinic Legacy Foundation

Board Member & Executive Committee Member, Secretary, Lewis & Clark Foundation

Graduate, Great Falls Chamber of Commerce Leadership Great Falls Class of 2014

Member, Great Falls Chamber of Commerce Leadership Great Falls Steering Committee

Member, Great Falls Chamber of Commerce Communications Committee (dissolved Dec. 2015)

Member, Great Falls Advertising Federation

Member, Connect Great Falls

Graduate, Great Falls Police Department Citizens Academy Class of 2018

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**References**

Available upon request.



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

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

Board/Commission Applying For: <b>Planning Advisory Board</b>		Date of Application: <b>10-20-2018</b>
Name: <b>Kevin Wayne Langkiet</b>		
Home Address: <b>1201 Alpine Drive</b>		Email address: <b>Kevin@Langkiet.com</b>
Home Phone:	Work Phone: <b>406-455-5207</b>	Cell Phone: <b>406-868-2221</b>
Occupation: <b>Director for Emergency + Critical Care Services</b>		Employer: <b>Benefis Hospital</b>
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: <b>Many years of experience with strategic planning both in the community and with public health</b>		
Educational Background: <b>PhD in Nursing</b>		
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>		
Previous and current service activities: <b>Circle the Wagon, Board member Salt Lake City Agency provided resources to victims of violent crimes</b>		
Previous and current public experience (elective or appointive): <b>GFEMS Advisory Council</b>		
Membership in other community organizations: <b>Fast Swim, Board Member</b>		

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

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

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

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

Please describe your interest in serving on this board/commission?  
Wish to provide my knowledge and views as a parent and community member who lives and works within the city of Great Falls.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?  
I live and work within this city; I have experience in strategic planning; I am an active member/participant in the community.

Additional comments:

Signature 

Date: 10-20-2018

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OCT 17 2018

BOARDS AND COMMISSIONS  
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(PLEASE PRINT OR TYPE)

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

CITY MANAGER

Board/Commission Applying For: Planning advisory board		Date of Application: 10/17/18
Name: Dylan Champagne		
Home Address: 521 3rd ave N unit 2		Email address: dylanjamesebry@ganoo.com
Home Phone: —	Work Phone: 406-452-9747	Cell Phone: 406-564-7492
Occupation: Housing development coordinator	Employer: American horizon	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: leadership — key club inner circle ★ Kiwanis state council		
Educational Background:		
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>		
Previous and current service activities: key club lieutenant governor — Kiwanis — state member		
Previous and current public experience (elective or appointive): NA		
Membership in other community organizations: NA		

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

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

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

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

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

I feel this opportunity will benefit me tremendously and help me gain experience and notoriety I need

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

Planning and executing policies and procedures in project development in housing industry

Additional comments:

Signature

Date:

10/17/18

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Email:  
kartis@greatfallsmt.net





**Item:** Minutes, December 4, 2018, Commission Meeting.

**From:** City Clerk's Office

**Presented By:** City Commission

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ATTACHMENTS:

- ▢ Draft Minutes, December 4, 2018, Commission Meeting

**JOURNAL OF COMMISSION PROCEEDINGS**

**December 4, 2018**

**Regular City Commission Meeting  
Commission Chambers Room 206**

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

City Commission members present: Bob Kelly, Bill Bronson, Tracy Houck, Mary Sheehy Moe and Owen Robinson. 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; Finance Director Melissa Kinzler; City Attorney Sara Sexe; and Police Chief Dave Bowen.

**AGENDA APPROVAL**

City Manager Greg Doyon noted the removal of Item 7D from the contracts list. No additional changes were suggested by the City Manager or City Commission. The agenda, as amended, was approved.

**CONFLICT DISCLOSURE/ EX PARTE COMMUNICATIONS**

None

**PETITIONS AND COMMUNICATIONS**

1. **Miscellaneous reports and announcements.**

**John Hubbard**, 615 7th Avenue South, expressed concern with regard to the safety of the water system. Mr. Hubbard inquired and received clarification that MCL is Maximum Contaminant Level, HAA5 is Haloacetic Acids, and DBP is Disinfection By-Products.

City Manager Greg Doyon reported that informational pamphlets were included in the Utility Bills.

Mayor Kelly received clarification that water safety concerns from the public were minimal.

**NEIGHBORHOOD COUNCILS**

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

None

## **BOARDS AND COMMISSIONS**

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

Commissioner Bronson mentioned that the Advisory Commission on International Relationships (ACIR) had a role with regard to hosting the delegation from Belarus.

## **CITY MANAGER**

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

City Manager Greg Doyon reported that:

- The Commission Retreat, as well as the Future of the Falls, were held on December 3, 2018.
- The Audit Committee will meet on December 7, 2018 at the Civic Center.
- Manager Doyon and Deputy City Manager Chuck Anderson will attend a City Managers meeting hosted by the Montana League of Cities and Towns. Manager Doyon will also attend an Infrastructure Coalition, a Tax Increment Financing (TIF) work session, and a meeting regarding the Montana Municipal Interlocal Authority (MMIA) Captive.
- A Joint City/County Meeting with Local Legislators will be on December 12, 2018.
- The topics for the December 18th work session will consist of a discussion about a Proposed Management Contract with CourseCo. There will be another presentation on the parking program at a future work session, and a Walkability Study will be on January 2nd.

Mayor Kelly expressed appreciation to the Department Heads that attended the Future of the Falls Forum on December 3rd.

## **CONSENT AGENDA**

5. Minutes, November 20, 2018, Commission Meeting.
6. Total Expenditures of \$3,679,692 for the period of November 1, 2018 through November 21, 2018, to include claims over \$5,000, in the amount of \$3,429,862.
7. Contracts List.
8. Grants List.

9. Approve the Community Based Policing Agreement with the Great Falls Housing Authority and authorize the City Manager to sign the Agreement.
10. Approve final payment for the ADA Handicap Ramps 4th St NE, 6th St NE and 6th Ave S, in the amount of \$11,823.80 to David Kuglin Construction and \$119.43 to the State Miscellaneous Tax Division and authorize the City Manager to make the payments. **OF 1730.2**
11. Approve Change Order No. 2 in the amount of \$366,384.00 to Sletten Construction Company for the Water Treatment Plant Improvements Phase 1 – UV and Chemical Building, Surge Tank, and Electrical Building project and authorize the City Manager to execute the necessary documents. **OF 1519.6**
12. Approve the 2018 Memorandum of Agreement for the Great Falls Metropolitan Transportation Planning Process.

**Commissioner Moe moved, seconded by Commissioner Bronson, that the City Commission approve the Consent Agenda as presented with the exception of Agenda Item 7D.**

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

Referring to Agenda Item 8A, Commissioner Bronson received clarification that the Planning and Community Development Department is responsible for administering the Grant.

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

Motion carried 5-0

## **PUBLIC HEARINGS**

13. **Resolution 10272, Approving an Industrial Development Project and Associated Infrastructure Improvements in the International Airport Tax Increment Financing Industrial District and approve an expenditure in the amount of \$107,383.22 using Airport TIF funds.**

Planning and Community Development Director Craig Raymond reported that this is a request to conduct a public hearing concerning Resolution 10272 and the expenditure of public funds from the Great Falls International Airport (GFIA) Tax Increment Financing (TIF) District for certain public infrastructure improvements that will enhance and create further development opportunity within the Airport TIF district.

TIF is a mechanism that allows communities to use new tax dollars resulting from increasing

taxable value for reinvestment within the geographic area in which they are derived for a period of 15 years, or up to 40 years, if the incremental taxes were pledged to the repayment of a bond. The City currently has five TIF districts.

The GFIA TIF Industrial District Plan was adopted by the Commission on November 5, 2008. The boundaries were amended on September 1, 2009. The Southwest General Aviation Complex saw its first development in 1995 when the existing Front Range Aviation facility was built. The Federal Aviation Administration has long required GFIA to adopt a Master Plan in order to receive federal funds for airport improvements. Over the years, the Master Plan has evolved as needs and opportunities presented themselves.

In 2010, GFIA saw an opportunity to expand into what was previously thought to be undevelopable land due to topography and utility constraints. As part of other airport runway projects, the airport imported some fill in this area to create an area more conducive for development. In the 2014 Master Plan update, GFIA officially included these new areas and potential hangar layout options to maximize potential future development. Since that time the GFIA has been constructing other supporting infrastructure in the area including the Snow Removal Facility.

The specific funding reimbursement request is for \$107,383.14 to reimburse the Airport Authority for City water main extensions to serve the Southwest General Aviation Complex. This water line will remain public infrastructure and will serve multiple tenants within the district. The aviation complex is intended to accommodate several dozen private hangars. The first hangar being developed under this project is a 120 foot by 120 foot hangar for Front Range Aviation which is an existing aviation company. The second is a 200 foot by 200 foot hangar which will accommodate a new business which specializes in aircraft sales and leasing. In total, the proposed development potential of the Southwest General Aviation Complex may result in approximately 10 new full-time positions within a 20 year period. It will also provide support for existing aviation businesses which currently account for approximately 155 full time jobs.

The proposed improvements specifically serving the Southwest General Aviation Complex are located within the boundary of the TIF District.

**Great Falls International Airport (GFIA) Director John Faulkner**, 2800 Terminal Drive, reported that the large hangar project is approximately a four million dollar investment. Mr. Faulkner commented that the GFIA can now market property for build ready sites.

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

Commissioner Robinson received clarification that the hangar project is the largest, private hangar in the State.

Referring to Criterion 3 of the Agenda Report, Commissioner Moe received clarification that the findings in the GFIA Master Plan have an environmental process through the National Environmental Protection Act (NEPA), and the development listed in the Master Plan has a finding of no significant environmental impact.

Mayor Kelly declared the public hearing open.

Speaking in support of Resolution 10272 and the Development Agreement were:

**Shane Etzweiler**, President/CEO of the Great Falls Area Chamber of Commerce, 100 1st Avenue North, commented that with the economic development at the GFIA, it would be

advantageous for the Commission to approve the TIF request for the GFIA.

**Jolene Schalper**, Great Falls Development Authority (GFDA), 300 Central Avenue, commented that the project is an excellent use of TIF funds to open up further development.

No one spoke in opposition to Resolution 10272 and the Development Agreement.

Mayor Kelly closed the public hearing asked if the Commissioners had any questions of staff or the applicant.

Referring to the discrepancy with regard to the payment of taxes in Criterion 12, Commissioner Moe inquired if the City is setting a precedent that would be difficult to adhere to with other parties.

Planning and Community Development Director Raymond and City Attorney Sara Sexe responded that the payment of taxes are circumstances due to the regulations under which the Airport Authority operates, and commented that there is no concern with regard to setting a precedence.

There being no further discussion, Mayor Kelly asked the will of the Commission.

**Commissioner Moe moved, seconded by Commissioner Bronson, that the City Commission adopt Resolution 10272, approving the Industrial Development Project and the expenditure of \$107,383.14 in Great Falls International Airport Tax Increment Industrial District funds to reimburse the Great Falls International Airport for expenses incurred related to the extension of public infrastructure to the Southwest General Aviation Complex.**

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

Commissioner Moe commented the larger issue of the assessment will work itself out in time and that the project is worthy.

Commissioner Bronson echoed Commissioner Moe's comments.

Commissioner Houck commented that TIF's were put in place to do projects such as the proposed one by GFIA.

Commissioner Robinson commented that the GFIA project would be good for the City.

Mayor Kelly called for the vote.

Motion carried 5-0

**Commissioner Bronson moved, seconded by Commissioner Houck, that the City Commission approve the Development Agreement and authorize the City Manager to execute the agreement.**

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

Motion carried 5-0



14. **Request to use Downtown Urban Renewal District Tax Increment Financing (TIF) Funds to assist with the annual operating costs for the Downtown Development Partnership.**

Planning and Community Development Director Craig Raymond reported this item is to consider an application for reimbursement for costs associated with annual operating expenses of the Downtown Development Partnership (DDP).

The Downtown Urban Renewal and Tax Increment Financing (TIF) District was established by the Commission in 2012 and encompasses property roughly between 5th Avenue South to 3rd Avenue North and Park Drive to 10th Street.

The DDP is requesting \$5,000 to assist with the annual operating costs of the DDP. The DDP serves as the coordinating body for downtown development groups and includes members from the Great Falls Development Authority, the Business Improvement District, the Downtown Great Falls Association, the City, Great Falls Public Schools, and the Chamber of Commerce. One of the major goals of the DDP is to put the City adopted Downtown Master Plan goals into motion.

The application for funds would allow the DDP to have more financial flexibility in its operations. It would also free up membership money to be used for other purposes, such as to create matching funds for grants, liability insurance, etc., which assist in the promotion of the development objectives that are shared by both the Urban Renewal District and the DDP organization.

Director Raymond explained that in order to approve TIF reimbursement requests, it must be demonstrated that they meet the criteria recommended in the Urban Renewal Plan as well as the Montana Code Annotated. The City's Tax Increment Application Process established twelve specific criteria to assess the merits of the project in relation to the Plan.

After review and evaluation of the planning project Staff has determined that the proposed use of TIF funds qualify for funding based on the following criteria:

Special or Unique Opportunities - The TIF funding would help with the operating costs of the DDP which would then open up the opportunity to use the funds brought in from membership dues for projects to benefit the downtown. The DDP could then increase their funding for projects such as traffic signal box art projects, the pedlet initiative and increased downtown promotion.

Financial Assistance - The DDP operates on funding brought in by membership dues. Since this is their main source of income, the TIF funding would aid in the operating costs which in turn would free up the membership funds for downtown projects.

Mayor Kelly declared the public hearing open.

Speaking in support of the request to use Downtown Urban Renewal District TIF funds were:

**Sherrie Arey**, 2700 3rd Avenue North, representing the DDP, commented that the DDP's

purpose is to promote, stimulate and effect community and economic development in downtown.

**Shane Etzweiler**, President/CEO of the Great Falls Area Chamber of Commerce, 100 1st Avenue North, explained that the DDP has a limited budget, and the TIF funds would help reimburse operating expenses.

**Jolene Schalper**, Great Falls Development Authority (GFDA), 300 Central Avenue, concurred with the previous speakers, and commented that the \$5,000 is a qualified use of TIF funding.

Speaking in opposition to the request to use Downtown Urban Renewal District TIF funds was:

**John Hubbard**, 615 7th Avenue South, received clarification that the proposed parking meter increase is not associated with the Downtown Renewal District TIF fund request.

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

**Commissioner Houck moved, seconded by Commissioner Robinson, that the City Commission approve the expenditure of \$5,000 in Downtown Urban Renewal District Tax Increment Financing funds to assist with the operating costs for the Downtown Development Partnership.**

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

Commissioner Houck noted that electronic communication in support of Agenda Item 14 was received from Joan Redeen, Business Improvement District (BID) Community Director.

Mayor Kelly further noted that electronic communication in support of Agenda Item 14 was received from Brett Doney, Great Falls Development Authority (GFDA).

Commissioner Moe received clarification that all criteria are considered when processing TIF applications, and that staff is working on being more consistent with the application process.

Commissioner Moe commented that the request is a question of supplementing versus supplanting the core function, and the TIF funds could potentially be requested yearly.

Mayor Kelly explained that the administrative aspect of the TIF funds was vetted the prior year.

Commissioner Bronson received clarification that the DDP's operating expenses include insurance coverage, sending officers to participate in the National Main Street Conference, and membership dues for the National Main Street Program.

Commissioner Bronson further received clarification that there are no specific plans for the TIF funds other than insurance coverage and some unidentified projects. Any additional requests for annual operating funds would need to accomplish the purpose of the Downtown Master Plan.

Mayor Kelly commented that TIF's are a valuable economic development tool, and the City has been held up as an example for using TIF's the correct way.

Commissioner Bronson expressed concern that granting the request in this context would not be consistent with the 2012 Downtown Master Plan. Commissioner Bronson opined that it would not be good policy for the Commission to grant blanket requests for funding not knowing in advance what the funds will be spent on. Commissioner Bronson concluded that this type

of request raises issues with the Legislature.

Commissioner Houck received clarification that the DDP could reapply for TIF funds if the request was denied.

Commissioner Moe commented that the TIF request is within the law to use funds for operating expenses, and imposing additional conditions would be unfair.

Commissioner Bronson explained that he is not seeking Legislative changes; however, the TIF request needs to meet the requirements of the Downtown Master Plan.

Commissioner Robinson commented that the DDP's TIF request is within the law.

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

Motion carried 4-1 (Commissioner Bronson dissenting)

**OLD BUSINESS**

**NEW BUSINESS**

**ORDINANCES/RESOLUTIONS**

**CITY COMMISSION**

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

Commissioner Bronson reported that a Joint City/County Meeting with Local Legislators will be on December 12, 2018 in the Gibson room at 9:30 a.m.

Commissioner Robinson reported that the 2020 Census committee had its first meeting, and commented that the Census provides important data.

Commissioner Houck encouraged citizens to support the economy by shopping locally. Commissioner Houck mentioned that there is a crisis line available 24/7, as well as camaraderie available to citizens who struggle with depression or loneliness during this time of the year.

Commissioner Moe expressed appreciation to Mayor Kelly, Commissioner Bronson, and City staff for attending the second session of the Future of the Falls on December 3rd.

Mayor Kelly announced that the Christmas Stroll is on December 7th.

16. **Commission Initiatives.**

None

**ADJOURNMENT**

There being no further business to come before the Commission, **Mayor Kelly moved, seconded by**

**Commissioner Robinson, to adjourn the regular meeting of December 4, 2018, at 8:13 p.m.**

Motion carried 5-0

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**Mayor Bob Kelly**

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**City Clerk Lisa Kunz**

**Minutes Approved:  
December 18, 2018**

DRAFT



**Item:** Total Expenditures of \$4,042,177 for the period of November 17, 2018 through December 5, 2018, to include claims over \$5,000, in the amount of \$3,838,470.

**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:** Finance Director

**ACTION REQUESTED:** Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECK RUNS FROM NOVEMBER 22, 2018 - DECEMBER 5, 2018	4,014,493.81
MUNICIPAL COURT ACCOUNT CHECK RUN FOR NOVEMBER 17, 2018 - NOVEMBER 29, 2018	27,683.00
<b>TOTAL: \$</b>	<u><u>4,042,176.81</u></u>

**GENERAL FUND**

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**POLICE**

MISSION CRITICAL PARTNERS LLC	RADIO ASSESSMENT PHASE 001	10,695.20
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**SPECIAL REVENUE FUND**

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**911 SPECIAL REVENUE**

CENTURYLINK	MONTHLY LINE CHARGES (SPLIT AMONG FUNDS)	1,634.46
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**STREET DISTRICT**

UNITED MATERIALS OF GREAT FALLS	CRUSHED SEAL COAT AGGREGATE	8,175.67
GREAT FALLS SAND & GRAVEL INC	ASPHALTIC CONCRETE MATERIAL	16,119.60

**LIBRARY**

MCKINSTRY ESSENTIONS LLC	BOILER REPLACEMENT	113,602.50
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**PERMITS**

BILLION DODGE CHRYSLER JEEP RAM	2 - 2019 NISSAN FRONTIERS	50,658.00
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**ENTERPRISE FUNDS**

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**WATER**

FERGUSON ENTERPRISES INC	METERS	9,171.12
TD&H ENGINEERING	OF 1494.6 WATER MAIN CROSSINGS	173,379.60
	MISSOURI & SUN RIVERS	
INDUSTRIAL AUTOMATION	OF 1519.6 PMT 1 & 2 WTP IMP PHASE 1	27,825.49
CONSULTING	CONSTRUCTION	
STATE OF MONTANA	1% WITHHOLDING FOR SLETTEN	12,927.68
BLACK & VEATCH CORP	OF 1519.6 WTP IMP PH 1 CONSTRUCTION	111,072.80
SLETTEN CONSTRUCTION CO	OF 1519.6 WTP IMP PH 1 CONSTRUCTION	1,279,840.25

**SEWER**

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	241,274.04
VEOLIA WATER NORTH AMERICA	MONTHLY CONTRACTED CAPITAL	12,500.00
	IMPROVEMENTS	

**STORM DRAIN**

HORN CONSTRUCTION LLC	OF 1666.7 16TH AVE S/PROSPECT	34,472.24
	HEIGHTS STORM DRAIN IMPROVEMENTS	

**SANITATION**

CASCADE ENGINEERING INC	580 - 96 GALLON REFUSE CONTAINERS	27,965.00
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**911 DISPATCH CENTER**

CENTURYLINK	MAINTENANCE SERVICE POSITON	22,080.00
	11/6/18 - 11/5/19	
CENTURYLINK	MONTHLY LINE CHARGES	4,208.68
	(SPLIT AMONG FUNDS)	

**PARKING**

STANDARD PARKING CORP	CONTRACT SERVICES FOR SEPTEMBER	61,298.48
	AND OCTOBER 2018	

**CIVIC CENTER EVENTS**

GREAT FALLS SYMPHONY	19-51 CASH OUT NEVERLAND	16,140.70
ASSOCIATION INC		
IATSE LU 339	19-3 NUTCRACKER LABOR	5,131.52

**INTERNAL SERVICES FUND**

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**HEALTH & BENEFITS**

MONTANA MUNICIPAL INTERLOCAL	EMPLOYEE HEALTH INSURANCE PREMIUM	784,738.40
AUTHORITY	DECEMBER 2018	

**CENTRAL GARAGE**

TRACTOR & EQUIPMENT CO	REPAIR ON UNIT #906 PARTS & LABOR	7,155.08
ALTEC PARTS	2018 AT2375 LIFT TRUCK	108,765.00
MOUNTAIN VIEW CO-OP	FUEL	13,542.02

**TRUST AND AGENCY**

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**COURT TRUST MUNICIPAL COURT**

CITY OF GREAT FALLS FINES & FORFEITURES COLLECTIONS 19,020.00

**PAYROLL CLEARING**

STATE TREASURER	MONTANA TAXES	53,431.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	21,627.91
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	54,680.63
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	66,937.73
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	134,863.30
US BANK	FEDERAL TAXES, FICA & MEDICARE	223,642.13
AFLAC	EMPLOYEE CONTRIBUTIONS	10,060.28
LABORERS INTERNATIONAL UNION	EMPLOYEE CONTRIBUTIONS	30,732.63
WESTERN CONF OF TEAMSTERS	EMPLOYEE CONTRIBUTIONS	20,227.24
MONTANA OE - CI TRUST FUND	EMPLOYEE CONTRIBUTIONS	28,100.99
NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	15,505.13
PPNPF PLUMBERS & PIPEFITTERS	EMPLOYEE CONTRIBUTIONS	5,267.50

**CLAIMS OVER \$5000 TOTAL:**

\$ 3,838,470.00





**Item:** Contracts List

**From:** City Clerk's Office

**Initiated By:** Various City Departments

**Presented By:** City Commission

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ATTACHMENTS:

- ▢ Contracts List

**COMMUNICATION TO THE CITY COMMISSION**

**DATE: December 18, 2018**

**ITEM:** 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>	Public Works	Montana Lines, Inc.	12/18/2018 – 09/30/2019	\$1,900	Agreement to reinstall City pole, mast, arm and light fixture on Division Road/Smelter Avenue
<b>B</b>	Finance Department	Innovative Postal Services (IPS)	12/18/2018 – 01/15/2022	Estimated to be \$764 per year for the service, plus applicable USPS postage fees	Mail Processing and Distribution Services Agreement

C	Public Works – Engineering	Kuglin Construction	12/18/2018 – 09/18/2019	\$2,295	Change Order No. 1 to replace an additional 51 lineal feet of curb and gutter in the Police Department parking lot to correct negative drainage adjacent to curb being replaced that was damaged by BNSF train derailment <b>OF 1730.7</b> (CR: 101618.8D)
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**Item:** Grants List.

**From:** City Clerk's Office

**Initiated By:** Great Falls Fire Rescue

**Presented By:** City Commission

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ATTACHMENTS:

- ▣ Grants List

**COMMUNICATION TO THE CITY COMMISSION**

**DATE: December 18, 2018**

**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</b>	<b>PURPOSE</b>
<b>A</b>	Great Falls Fire Rescue	Department of Homeland Security (DHS) Federal Emergency Management Agency	FY 18/19	\$134,941	10%	Grant Application No: EMW-2018-FO-00718 – awarded funds would be used to replace antiquated rescue equipment and auto extrication equipment



**Item:** Reschedule the regularly scheduled Commission meeting date of Tuesday, January 1, 2019, to Wednesday, January 2, 2019

**From:** Lisa Kunz, City Clerk

**Presented By:** City Commission

**Action Requested:**

Reschedule Commission Meeting Date

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (reschedule/not reschedule) the Tuesday, January 1, 2019, Commission meeting to Wednesday, January 2, 2019.

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

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**Staff Recommendation:**

Staff recommends that the City Commission reschedule the regularly scheduled Commission meeting date of Tuesday, January 1, 2019, to Wednesday, January 2, 2019.

**Background:**

On July 7, 1981, the City Commission adopted Resolution 7621, establishing official meeting dates for the first and third Tuesdays of each month. The 2019 New Year's Day holiday falls on the first Tuesday in January, and is an official holiday observed by City employees.

This simple adjustment of the Commission meeting date would address the conflict as outlined.

**Alternatives:**

The Commission could choose to reschedule the meeting to a different date.

**ATTACHMENTS:**

- ▢ Resolution No. 7621

RESOLUTION NO. 7621

A RESOLUTION ESTABLISHING OFFICIAL MEETINGS  
OF THE CITY COMMISSION OF THE CITY OF GREAT  
FALLS IN THE EVENING ON THE FIRST AND THIRD  
TUESDAYS OF EACH MONTH

\* \* \* \* \*


WHEREAS, the City Commission has determined that it is necessary to devote more time to Work Session periods prior to the Official City Commission meetings; and,

WHEREAS, the City Commission feels it is in the best interests of the residents of the City of Great Falls to hold their official meetings in the evenings to enable more residents to attend such meetings;

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


Except as otherwise specified and required by law, the official meetings of the City Commission of the City of Great Falls, Montana, shall be held on the first and third Tuesdays of each month beginning at 7:00 o'clock P.M. in the Commission Chambers of the Civic Center Building in the City of Great Falls, Montana.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, this 7th day of July, 1981.

  
Mayor

ATTEST:

  
Acting Clerk of Commission

  
REVIEWED AS TO FORM: City Attorney



**Item:** Utility Bill Printing and Mailing Services Agreement with DataProse

**From:** Melissa Kinzler, Finance Director

**Initiated By:** Laura Lynch, Utilities Operations Supervisor

**Presented By:** Melissa Kinzler, Finance Director

**Action Requested:** Approve a Utility Bill Printing and Mailing Services Agreement with DataProse

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve / not approve) a Utility Bill Printing and Mailing Services Agreement with DataProse.

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

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**Background:**

The City has contracted with Innovative Postal Services, Inc. (IPS) since June 1, 2009, for its utility bill printing and mailing services. Throughout the years, there have been issues with statements not being printed and mailed within 24 hours pursuant to the terms of the contract. The City has also been disappointed in the statement presentation and has received public complaints about the unprofessional look of the statements.

The City of Great Falls Utilities Department issued a Request for Proposals for Utility Bill Printing and Mailing Services to determine if advances in technology would allow for a more professional, quality statement with options for color printing and duplexing. Criteria for the proposals included: prior experience and performance on comparable government engagements (references provided), completeness of proposal, quality of services, demonstrated ability to perform requested services on a consistent, high quality basis, ability to maintain scheduled timelines, cost of Vendor’s services, and samples of work.

Proposals were due November 2, 2018. The City received 12 proposals in response to the Request for Proposals. The most impressive and least expensive bid, taking into account the criteria set forth above, was received from DataProse in Coppell, TX. DataProse has been serving city and county governments as well as municipal utilities for over 25 years. DataProse provides output billing services to over 350



clients across the United States, including more than 300 municipal utilities, court and taxing agencies. They service Tyler Technologies New World ERP clients and the City of Bozeman.

DataProse utilizes and hosts a secure web portal. There are no fees associated with the portal. Once the file is received, the City has the ability to track the project throughout the production process up to the point of delivery to the United States Postal Service. The turn-around time is 24 hours, which is an improvement over the current vendor. Statements are archived for a period of 12 months on the portal, allowing the City to reprint any statement which can then be mailed or emailed to a customer. The City will incur a fee of approximately \$174/month for statement archiving.

There is no charge for implementation and it is anticipated that it will take 12 weeks to complete the implementation process. The statements will print in color with vital customer information highlighted on the front, and payment options and leak detection information on the back. A huge improvement to the statement will be a consumption graph illustrating the consumption over a period of 13 months, so all customers will be able to see how they used water in that month of the prior year.

The price per envelope mailed, including the bill printing, folding, stuffing and delivery to the United States Postal Service with a #10 window envelope and a #9 return envelope is \$.098. The City currently pays \$.15 for a one-sided black and white statement. This amount does not include the cost of the envelopes, which the City currently is required to purchase separately. DataProse provides standard window envelopes, eliminating the City's cost of purchasing custom #10 and #9 envelopes, which presents a large cost savings to the City.

DataProse provides CASS and NCOA certification, which will reduce the amount of returned mail for inaccurate or incorrect addressing.

**Fiscal Impact:**

Approving DataProse as the new vendor for utility bill printing and mailing services will save the City approximately \$23,000 per year. This is due to the lower rate in processing fees as well as eliminating the need to purchase custom envelopes.

**Alternatives:**

The City Commission could choose to not approve the agreement with DataProse, resulting in the Utility Department continuing with its current provider at higher utility bill printing fees, less efficiency, with less options by not updating the presentation of the statements.

**Concurrences:**

Representatives from the Finance Department reviewed the 12 proposals received and unanimously determined that DataProse poses the best value for the City.

ATTACHMENTS:

- ▢ Utility Bill Printing & Mailing Services Agreement

## UTILITY BILL PRINTING & MAILING SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into this 18<sup>th</sup> day of December, 2018, by and between the City of Great Falls, Montana, P.O. Box 5021, Great Falls, MT 59403, hereinafter referred to as "City," and DataProse, LLC, located at 1122 W. Bethel Rd, Suite 100, Coppell, TX 75019, hereinafter referred to as "Contractor."

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

1. **Purpose:** City agrees to hire Contractor as an independent contractor to perform for City services described in the Scope of Services attached hereto in Exhibit "A" and by this reference made a part hereof.
2. **Effective Date:** This Agreement is effective upon the date of its execution and will terminate on January 15, 2022. Thereafter, the contract may be renewed at the City's sole discretion on an annual, one-year basis. The City shall notify the Contractor in writing on or before November 15<sup>th</sup> of its intent to renew/not renew. Should the contract be extended, the maximum number of one-year renewal terms shall be three and, therefore, the final contract extension shall expire on January 15, 2025.
3. **Scope of Work:** Contractor will perform the work and provide the services in accordance with the requirements of the Scope of Services.
4. **Payment:** City agrees to pay Contractor for services performed pursuant to the Scope of Services attached hereto. Any alteration or deviation from the described work that involves extra costs will be performed by Contractor after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.
5. **Independent Contractor Status:** The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

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

Contractor shall furnish the City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

6. **Indemnity and Insurance:** Contractor agrees to indemnify, defend and save the City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or

Contractor's agents or employees. For this purpose, Contractor shall provide the City with proof of Contractor's liability insurance issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$1.0 million for each occurrence. The insurance must be in a form suitable to City.

7. **Quality of Service:** Contractor agrees that all services and work performed hereunder will be accomplished in a timely fashion and will be of a quality acceptable by industry standards.

8. **Compliance with Laws:** Contractor agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA, and Prevailing Wage Rates and other provisions as applicable under MCA Section 18-2-401 *et seq.* Contractor agrees to purchase a City business license.

9. **Nondiscrimination:** Contractor agrees that all hiring by Contractor of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, gender identity, sexual orientation, or national origin.

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

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

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

13. **Liaison:** City's designated liaison with the Contractor is Laura Lynch and the Contractor's liaison is Tim Zombik.

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

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF GREAT FALLS, MONTANA

DATAPROSE, LLC

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

By \_\_\_\_\_  
William K. Murray, CEO

Date \_\_\_\_\_

Date 12/5/2018

ATTEST:

(Seal of the City)

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

\* APPROVED AS TO FORM:

By \_\_\_\_\_  
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.

**Attachment #1 – Official Proposal Form and Fee Schedule**

Request for Proposals & Qualifications (RFP)

Utility Bill Printing & Mailing Services

**OFFICIAL PROPOSAL FORM**

Name of Vendor: DataProse, LLC.

If there are any services you provide that are not specified in the proposal and you would like to offer them, please list them along with the associated charges. If a service cannot be met, then the term "no proposal" must be documented.

Please check "yes" or "no" if the service can be provided and add any additional information requested. If the space on this form is inadequate, please feel free to submit attachments identifying the subject matter by the category in bold print and the subcategory you are addressing. Include all costs for the services. Submit additional pages if more room is necessary to show all costs. The City reserves the right to reject any proposal where the total cost per mailed envelope cannot be easily determined.

	<u>YES</u>	<u>NO</u>
Can you accept FTP transfer?	<u>X</u>	<u>      </u>
Do you accept website transfers?	<u>X</u>	<u>      </u>

If not, what method(s) of transfer do you propose for the City's spooled file?

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What format would the information need to be in if FTP transfer is not used?

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Printing Statements:

The City uses a standard format for all its bills (see example, Attachment #2). The City would prefer the Vendor use this format when printing, but will consider alternate proposals. The Vendor may use either preprinted statements or may create the format during printing. All information contained in the transferred file must appear correctly on final statements.

The statement must have a perforated return section at the top for the customer to return with their payment. The stub must contain a barcode specified for each utility account as indicated in the electronic transmission file or print file. The statements must be printed on 24-lb. bond paper minimum.

# Attachment #1 – Official Proposal Form and Fee Schedule

Request for Proposals & Qualifications (RFP)

Utility Bill Printing & Mailing Services

Which type of statements will you use?

Preprinted

Created During Printing

If preprinted, will the Vendor purchase them?

Yes

No

Do you offer different colors?

No, Only Black & White

Yes

If so, how many colors are available and is there an additional cost for multiple colors?

DataProse has the ability to print in full color. Please refer to the Fee Schedule for pricing details.

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In the printing process, are you able to "BOLD" print a specified field?

Yes

No

If "yes" would there be an extra charge for this?

Yes

No

Can you print a barcode on the statement?

Yes

No

Will you meet all requirements listed above?

Yes

No

If not, please explain:

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# Attachment #1 – Official Proposal Form and Fee Schedule

Request for Proposals & Qualifications (RFP)  
Utility Bill Printing & Mailing Services

## Inserting:

The City inserts the statements into a standard #10 window envelope along with a standard #9 return envelope. The return envelope is preprinted with the Utility Department's mailing address. The City normally has zero to two additional inserts per month to be mailed with the statements.

Can you provide the envelopes?

Yes     X      
No           

*\*Please include optional separate pricing for #10 and #9 envelope printing. The City reserves the right to choose the Vendor with the most economically priced envelopes. If envelopes are purchased from a third-party provider, the City will arrange transport of the envelopes to the Vendor's facility.*

Can you insert the statement and return envelope for mailing?

Yes     X      
No           

Can you insert additional mailers?

Yes     X      
No           

How many additional mailers can you insert per month without incurring additional postage?     TBD    

Currently, the postage rate for presorted First Class mail for all pieces under 3 oz. are the same. The number of additional mailers is dependent on the size and weight of each piece.

What sizes can the additional mailer(s) be (statement, postcard, etc.)?

Please refer to page 27 for information on our insert specifications.

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

Can you fold 8 ½" x 11" mailers during the insert process?

Yes     X      
No           

What type of fold would be necessary for inserting (C-fold, Z-fold, etc.)?

Any tri-fold is acceptable.

Does the Vendor have the ability to change the format if the City requests it?

Yes     X      
No

# Attachment #1 – Official Proposal Form and Fee Schedule

Request for Proposals & Qualifications (RFP)  
Utility Bill Printing & Mailing Services

Are you able to mail combined statements to a single mailing address?

Yes           X            
No                           

**Mailing:**

The Vendor must be able to print, fold, stuff and mail the bills by noon on Thursday. The mailed statements must be sent first class and be CASS certified. The Vendor must use the United States Post Office endorsement "TEMP-RETURN SERVICE REQUESTED".

Can you mail the bills within 24 hours?

Yes           X            
No                           

If not, how many days or hours do you propose? \_\_\_\_\_

Will you agree to use 1st Class bulk rate postage for all utility bills mailed?

Yes           X            
No                           

Are you able to mail statements weighing more than 1 ounce without additional costs other than postage and stuffer fees already charged?

Yes           X           All presorted First Class mail pieces  
No                            under 3 oz. are the same postage rate.

Are you able to omit #9 return envelopes for customers with zero or credit balances, or for customers participating in the City's bank drafting program?

Yes           X            
No                           

Can you barcode, sort and CASS certify the utility bills?

Yes           X            
No                           

If yes, list your mailing abilities that would lower the postage costs for the City:

DataProse is a USPS Full Service Intelligent Mail Barcode provider (IMB), which ensures that our clients receive the highest level of accuracy in postal-certified addresses, as well as the lowest postal rates available. We utilize USPS CASS, PAVE and DPV for address cleansing and presorting to provide the best possible postage rate. The presorting software package ensures that all pieces are sorted to the finest level to achieve maximum postage discounts, and that the proper reporting and documentation is in place to meet USPS requirements. DataProse also provides NCOALink and Address Change Service (ACS) capabilities to help maintain correct addresses within your system as well as USPS IMB Tracing services.



# Attachment #1 – Official Proposal Form and Fee Schedule

Request for Proposals & Qualifications (RFP)  
Utility Bill Printing & Mailing Services

Vendor has examined and carefully reviewed the RFP documents, other related attachments or exhibits identified therein, and the following Addenda (if applicable), receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>10/1/2018</u>
<u>2</u>	<u>10/9/2018</u>
<u>3</u>	<u>10/16/2018</u>

*This proposal must be executed in the firm name or corporate name of the Vendor and signed by an officer or other authorized representative.*

In witness whereof, this bid proposal is executed on October 31, 2018.

Business Name: DataProse, LLC.

Address: 1122 W. Bethel Rd., Suite 100

Coppell, TX 75019

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

Printed Name William K. Murray

Title CEO

Phone Number 972-462-5477

Email bmurray@dataprose.com

# Attachment #1 – Official Proposal Form and Fee Schedule

Request for Proposals & Qualifications (RFP)  
Utility Bill Printing & Mailing Services

## FEE SCHEDULE

The Vendor must list all costs associated with the proposal. Any cost of service in the RFP not documented as "No Proposal" will be considered included in the amounts shown on this form.

### PRICE PER ENVELOPE MAILED

Includes standard #10 window envelope, standard #9 envelope with return mailing address printed on envelope, statement paper, printing, folding, stuffing, sealed and delivered to the post office.

1 or 2 Color + Standard #9 Envelope: \$0.078	1 or 2 Color + Custom #9 Envelope: \$0.087
Full Color + Standard #9 Envelope: \$0.088	Full Color + Custom #9 Envelope: \$0.097

### FIRST-CLASS POSTAGE COSTS

The Vendor can lower the postage costs considerably by using bulk mailing capabilities such as bar coding, sorting, CASS, PAVE, and NCOA certification. The Vendor must show postage prices it can provide currently based on mailing capabilities of the Vendor and should state what can trigger increases in postage charged to the City such as Postal mail cost increases or other.

### POSTAGE BREAKDOWN

All postage is based on size and weight as set by the USPS. Exceeding these could trigger a postage increase. DataProse cannot quote an accurate postage rate without processing the City's billing file.

However, we assume that most of the City's statements will qualify at the USPS 5-digit rate.

### POSTAGE PRICE CHANGE PARAMETERS

Any changes in postage prices not listed below will not be allowed without approval by the City prior to changes being made.

Postage rates are determined by the USPS. These changes are normally updated in the month of January and would be communicated directly to the City from DataProse. Postage is a pass-through cost. DataProse does not mark up postage.

### INSERTS

Provide any charges for stuffing mailers into the utility bills.

8.5" x 3.75", cardstock 60# or heavier	<u>\$0.007</u>
8.5" x 11" tri-fold	<u>\$0.007</u>
Size, Type, & Fold Restrictions:	

# Attachment #1 – Official Proposal Form and Fee Schedule

Request for Proposals & Qualifications (RFP)

Utility Bill Printing & Mailing Services

Please refer to page 27 for insert specifications and fold restrictions.

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## CHANGES TO UTILITY BILLS

List any charges associated with formatting changes or changing the number of billing cycles:

Initial charge waived during implementation. After implementation, this service is available at a rate of \$125.00 per hour.

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## ADDITIONAL CHARGES

List any additional costs not described above:

Please refer to page 40 for optional services and pricing.

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## PRICE GUARANTEE

The prices listed above, other than postage, are guaranteed through contract term / other:

First twelve (12) months of contract term (Date).

# Attachment #1 – Official Proposal Form and Fee Schedule

## Request for Proposals & Qualifications (RFP) Utility Bill Printing & Mailing Services

If less than three years, list specific items that will be subject to change and the method you propose to negotiate changes:

DataProse pricing is firm for the initial twelve (12) month period. Prices are subject to escalations in the Consumer Price Index (CPI) thereafter for each successive twelve (12) month period. Written notification of increases shall be sent to the City a minimum of thirty (30) days prior to the requested effective increase date. Documentation will be provided with the request that clearly substantiates the price increase(s) (e.g. letter from paper manufacturer).

### OPTIONAL ITEMS OFFERED (NOT LISTED ABOVE)

#### **DP eBill**

DataProse provides several different electronic delivery products. These product offerings provide email delivery of either a link to the bill payer's statement or attachment of a PDF (with or without security options). The email itself is delivered in HTML format and can be customized to include graphical content and variable data. The core product is intended to be one email template per application, but multiple templates may be set up at the fee structure defined below. This product offering does not include any Electronic Bill Presentment/Payment (EBPP) functionality, although the option is available. There is a robust reporting module in support of all documents delivered electronically. This reporting includes information such as, when the documents are delivered, which email messages were returned as undeliverable, which email documents were opened, and more.

#### **DP Content Composer**

DP Content Composer is a web-based GUI document messaging solution. The tool allow the City to dynamically create relevant and personal messages or 2nd sheets with text and full-color graphics, to guide your customers to action. Personalization can easily be applied by selecting a variable from the drop-down menu on the content tab, which is mapped to an existing element in the data file. This easy-to-use solution simplifies the crafting and management of your messages directly from your own computer.

Features include:

- Send to all or choose multiple levels of selectivity (i.e. document type, past due, zip code etc.)
- Selectivity is based on the City's unique data input records
- Priority levels are defined within the application per message
- Review messages immediately using PDF preview option.
- Content Composer **does not** require source code changes and the changes are **immediate**.

Variable messaging capabilities can also be supported by:

- Text files (i.e., cross reference files)
- Innate within the City's Flat File
- Created via business rules/parameter driven

#### **DP Letter Composer**

DataProse's Letter Composer provides the City the ability to customize your correspondence. The tool allows you to create and manage personalized letters quickly and easily, eliminating the change management process or any IT resources. It is an easy way to create regulatory notifications, operational/business correspondence, or other types of notifications.

#### **Insert Printing**

We have the ability to print a variety of size and paper options and offer 1 color to full color printing solutions to accommodate the City's needs. All pricing is based on specifications of individual inserts.



**OPTIONAL SERVICES PRICING:**

The following pricing applies to additional & optional services not listed on the RFP Fee Schedule.

<b>Statement Archive</b> – includes 12 months of storage (longer term archiving is available) – unlimited viewing and access	\$0.008	Ea.
<b>Additional Impressions</b>	\$0.035	Ea.
<b>Oversized bills (8-99 pages)</b> – includes 9 x 12 envelope – for hand inserting of statements greater than 8 pages	\$0.35	Ea.
<b>Oversized bills (100+ pages)-</b> includes box – for hand inserting of statements greater than 99 pages	\$4.00	Ea.
<b>Implementation – Utility Statement Set-up</b>	Waived	One-time
<b>Additional programming – client requested/approved</b>	\$125.00	Hour
<b>NCOALink (Address Correction/Update)</b> – includes report	\$0.25	Correction
<b>Offline folding</b> – for inserts provided by client that are not folded	\$0.005	Ea.
<b>Special Handling – Overnight + FedEx charge</b>	Cost	Ea.
<b>EBill - per email sent</b>	\$0.06	Ea.
<b>Postage Cost / 1-3 oz. piece</b> – based on 5-digit zip code qualification	\$0.378	Ea.

This Addendum ("Addendum") is made between DataProse, LLC, a Texas limited liability company ("DataProse") and the City of Great Falls ("Client") is effective December 18, 2018 ("Effective Date"). Pursuant to the City of Great Falls Utility Bill Printing & Mailing Services Agreement.

### Fees for Goods & Services

<b>ServiceBill</b> (Package Includes: data processing & duplex, CM K (full color) imaging front over black imaging backer, 8.5x11, 24# white paper perforated at 3.5" from bottom, #10 window env., #9 single window reply env., folding, inserting, presorting and delivery to USPS)	\$0.098	Per Bill
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### Permanent Postage Deposit

Permanent Postage Deposit (Based on two (2) months estimated volume: 44,000 x \$0.378)	<u>\$16,632.00</u>	<u>(2 months @ \$0.378)</u>
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**Item:** Master Services and Metro Ethernet Agreements for City Network Services

**From:** Information Technology Division

**Initiated By:** Administration Department

**Presented By:** Charles Anderson, Deputy City Manager

**Action Requested:** Approve Master Services and Metro Ethernet Agreements for the City's Network services.

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**Suggested Motion:**

1. Commissioner moves:

“I move the City Commission (approve/not approve) a Master Services and Metro Ethernet Agreement in the amount of \$110,232 per year for a 3 year term to Centurylink, Inc. for network services.”

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

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**Staff Recommendation:**

Approve Master Services and Metro Ethernet Agreements for the City's Network services.

**Summary:**

Approval of the network services contracts with Centurylink will increase the City's network bandwidth, add a fiber circuit, and upgrade its method of delivering phone services.

**Background:**

The City has contracted with Centurylink for its network services for over 15 years. The City has slowly transitioned from copper to fiber circuits which are used to connect its multiple offices/facilities. This slow transition has created multiple term expiration dates of its network circuits, causing sporadic rate changes. In order to gain favorable and guaranteed pricing, the City will need to execute these agreements with Centurylink.

With these contracts, the City shall gain the following:

- 1) Increased network bandwidth- As the City transitions to more cloud-based services,

bandwidth will play a critical role. All circuits will see significant increases, including the City's internet circuit (from 200 mbps to 1,000 mbps).

2) Added fiber circuit to the Park and Recreation office- This location has a history of poor network performance. Currently, this facility is connected using a directional antenna. The City has attempted numerous times to get fiber to the location but the buildout costs were too significant for vendors. Centurylink has agreed to do the buildout and deliver 100mbps to the Park and Recreation office, thus enhancing its network performance.

3) Gained value and scalability using SIP (Session Initiation Protocol)- Currently, the City uses PRI (Primary Rate Interface) to deliver City phone services. SIP offers more channels/sessions and will greatly reduce and/or end long distance charges. Due to phone system growth, the City will be challenged with either adding an additional PRI or moving to SIP. SIP is preferred due to scalability and potential cost-savings.

City staff conducted research into other vendors and received formal and informal proposals from Blackfoot Communications and Charter/Spectrum. Charter/Spectrum was very competitive with their proposal (for services offered and price per MB); however, due to recent outages which impacted internet services throughout the City of Great Falls, Staff advises that Charter/Spectrum may not be able to provide stable and acceptable network services for the City.

**Fiscal Impact:**

\$103,289.00 is already budgeted for network services. The excess (\$6943.00) would be funded through a combination of the Police Department, Park and Recreation and Information Technology Funds through the remainder of FY2019. Both the Police Department and Park and Recreation office are (by design) losing network circuits which will help offset the costs. \$110,232.00 would be charged out via Internal Service Charges beginning July 1, 2019.

**Alternatives:**

The City Commission could vote to not approve the Master Services and Metro Ethernet Agreements and risk potential price hikes on network circuits, bandwidth and phone service issues.

**Concurrences:**

Department Heads who will be affected by higher costs have been briefed and are in support of the upgrades.

ATTACHMENTS:

- Cost Breakdown



Location	Address	Circuit ID	Current Bandwidth	Current MRC	Proposed Bandwidth	Proposed MRC	Comments
Parking Garage	17 4th St N	49.KXFS.000054.ACSO	5	\$ 281.60	0	\$ -	Move to Spectrum - \$84.99 per month
Civic Center	2 Park Drive S	49.KXFS.000060.ACSO	200	\$ 900.00	1000	\$ 1,600.00	Increase bandwidth- for MOE
Water Plant	1301 Lower River Rd	49.KXFS.000061.ACSO	5	\$ 281.60	50	\$ 585.00	Increase bandwidth
Anaconda Hills GC	2332 Smelter Ave NE	49.KXFS.000062.ACSO	5	\$ 281.60	0	\$ -	Mgmt company to determine needs
Eagle Falls GC	1025 25th St N	49.KXFS.000063.ACSO	5	\$ 281.60	0	\$ -	Mgmt company to determine needs
Fire Station 4	1800 Fox Farm Rd	49.KXFS.123339.MS	5	\$ 281.60	20	\$ 450.00	Increase bandwidth
Fire Station 2	731 6th St NW	49.KXFS.123340.MS	5	\$ 281.60	20	\$ 450.00	Increase bandwidth/maxxed out/copper
Fire Station 3	3325 Central Ave	49.KXFS.123341.MS	5	\$ 281.60	20	\$ 450.00	Increase bandwidth
Fire Station 1	105 9th St S	49.KXFS.123425.MS	10	\$ 450.00	50	\$ 585.00	Increase bandwidth
Public Works	1025 25th Ave NE	49.KXFS.252930.MS	50	\$ 510.00	100	\$ 720.00	Increase bandwidth
Civic Center	2 Park Drive S	ETH1000-16978118	200	\$ 2,175.00	1000	\$ 1,800.00	Increase bandwidth- more cloud services
Police Dept	12 1st Ave S	49.KXFS.000049.ACSO	100	\$ 800.00	0	\$ -	Circuit not needed
EOC/911	3015 Airport Lane	49.KXFS.000050.ACSO	100	\$ 800.00	200	\$ 810.00	Add to MOE at 2 Park Drive S
Park and Rec	1700 River Drive N	WIRELESS TO PW	0	\$ -	100	\$ 720.00	NEW FIBER CIRCUIT (includes construction)
Police Dept	12 1st Ave S	PRI	1.54	\$ 541.23	0	\$ -	limit of 23 lines - Move to SIP trunks
Police Dept	12 1st Ave S	Long Distance	NA	\$ 460.00	NA	\$ -	LD not needed with SIP
Civic Center	2 Park Drive S	SIP	0	\$ 0.00	10	\$1,016.00	SIP scalable to 80 sessions
			696.54	\$ 8,607.43	2570	\$ 9,186.00	Totals

\$ 578.57 Diff per month  
269% Diff in bandwidth



**Item:** One 2017 3-Wheel Mechanical Sweeper

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

**Initiated By:** Public Works Department

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

**Action Requested:** Approve Purchase

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**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (approve/reject) the purchase of one 2017 Elgin Pelican 3-wheel mechanical sweeper for \$193,113, from Titan Machinery of Great Falls through Sourcewell."

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

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**Staff Recommendation:**

Staff recommends that the City Commission approve the purchase of one 2017 Elgin Pelican 3-wheel mechanical sweeper from Titan Machinery of Great Falls for a total of \$193,113.

**Background:**

Purpose

This 3-wheel mechanical sweeper will be utilized in the Street Division Sweeping Program.

Evaluation and Selection Process

The City of Great Falls has a membership with Sourcewell to view their competitive bid contracts. As a member of Sourcewell, the City of Great Falls can interact directly with awarded vendors to facilitate a purchase. This also allows the City of Great Falls to work with the Sourcewell contract manager to verify pricing, answer contract questions, or any other questions that may arise.

Conclusion

The bid specifications from Sourcewell meet specifications for the 3-wheel mechanical sweeper.

**Fiscal Impact:**

This 2017 sweeper is a demonstrator unit with only 74 hours and 61 miles on it. Compared to the price of a 2019 sweeper at \$223,000, this is a savings of \$29,887. This unit will replace the City's 1997 Elgin Pelican sweeper, VIN #P-2680D, 5,713 hours, Unit #843, which will be declared surplus and sold at a later date.

Funds for this scheduled purchase would come from the ERS (Equipment Revolving Schedule).

**Alternatives:**

The City Commission could vote to reject the purchase of one 2017 3-wheel mechanical sweeper.

ATTACHMENTS:

- ▢ Titan Machinery Sweeper Quote - Elgin
- ▢ Acceptance and Award Sourcewell
- ▢ Form G - Sweeper

**Customer:** CITY OF GREAT FALLS  
**Address:** 1025 25TH AVE NE  
 GREAT FALLS, MT 59403-5021

**County:** CASCADE **PO:**  
**Phone:** 406-455-8424

**2<sup>nd</sup> Signer:**  
**Address:**

**Sales Tax Possession / Receiving Location:**  
**MT, CASCADE, GREAT FALLS**

**Seller:** TITAN MACHINERY-GREAT FALLS  
**Address:** 1215 38TH ST N  
 GREAT FALLS, MT 59405-1004

**Phone:** 406-453-1405 **CHET GARRISON**

- NOTICE TO PURCHASER**
1. Read this contract before you sign it.
  2. You are entitled to an exact and completely filled in copy of this contract when you sign it. Keep it to protect your legal rights.
  3. Purchaser acknowledges receipt of a fully completed copy of this contract and Purchaser waives notice of the acceptance or rejection of this order by the seller.
  4. The Acknowledgments and Additional Terms and Conditions are a part of this contract and are incorporated herein by reference.

**Purchased Equipment Information**

Type	Qty	Product	PDI	Warranty	Tag #	Serial Number	Sales Price
New	1	ELGIN, PELICAN, SWEEPER	NO	Factory	2638855	NP41411	193,113.00
-							
-							
-							
-							
-							
-							
-							
-							
-							

**Trade-In Equipment Information**

I (we) offer to sell, transfer and convey the following item(s) at or prior to the time of delivery of the above product, as a "trade-in" to be applied against the cash price. Such items shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price allowed for each item.

Qty	Description of Trade In	Tag #	Serial Number	Amount

<b>1. Total Sales Price</b>	193,113.00
-----------------------------	------------

Tax Breakdown	Amount
<b>Total Taxes</b>	0.00
Other Options, Charges & Fees	Amount
<b>Total Other Options, Charges and Fees</b>	0.00

<b>2. Total Trade In Allowance</b>	0.00
<b>3. Balance</b>	193,113.00
4. Total Tax (No Sales if Paying Excise Tax)	0.00
5. Other Options, Charges, Fees	0.00
6. Trade Payoff / Pre Barter	0.00
<b>7. Total Due</b>	193,113.00
SETTLEMENT	
8. Cash Payment	193,113.00
9. Cash Due: (Date)	0.00
10. Retail Installment Contract	0.00
<b>11. Total Settlement</b>	193,113.00

**It is understood that this is the entire agreement between the parties**

Customer \_\_\_\_\_ Date \_\_\_\_\_ Salesperson: CHET GARRISON

Customer \_\_\_\_\_ Date \_\_\_\_\_ Accepted By: \_\_\_\_\_

## AVAILABILITY / PRICING

I (We), the undersigned, hereby order from you the Product described on the previous page, to be available as shown. This order is subject to your ability to obtain such Product from the manufacturer and you shall be under no liability if delivery of the Product is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown is subject to your receipt of the Product prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Product after the date of this order. Product to be available on or after .

## WARRANTY

### New, New Demo/Rental Equipment

Applicable new equipment warranty is available to the customer by a separate statement of Manufacturer's Warranty and Limitation of Liability. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE MANUFACTURER'S WARRANTY.** Remaining new equipment warranty on demo/rental units will be provided per Manufacturer's policy. The customer signature below acknowledges receipt of the warranty statement.

### Used Equipment Warranty

Used Equipment is sold AS-IS, WITH NO REPRESENTATIONS OR WARRANTIES unless otherwise noted in warranty column of Purchased Equipment. If extended or Powertrain warranty is noted for used equipment, that warranty will expire based on the Terms and Conditions set forth on the Warranty Contract. Warranty is defined as a failure or defect in parts and/or workmanship. Upgrades, improvements, wear items, tires, maintenance parts, service call mileage and trucking are excluded. Warranty parts and labor must be purchased from Titan Machinery Inc. dealerships.

## ACKNOWLEDGMENTS

I (We) promise to pay the balance due shown on the reverse (line 7 and 8) in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Product, plus additional charges shown thereon or execute a Lease Agreement on or before delivery of the Product ordered herein. Despite physical delivery of the Product, title shall remain in the Seller until one of the foregoing is accomplished. This is a cash transaction. If the Purchaser so requests prior to acceptance, the unpaid balance will be handled as a Time Sale Agreement (Retail Installment Contract), subject to available financing and credit approval.

## ADDITIONAL TERMS AND CONDITIONS

1. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at the time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
2. In the event the dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling this order in writing immediately on being notified thereof.
3. No delivery of above goods to be made until full settlement is received.
4. Seller and manufacturer make no representations or warranties, express or implied (including the implied warranties of merchantability and fitness) except as provided on the Manufacturer's Warranty and Limitation of Liability Statement.
5. The Seller assumes no liability for non-shipment, delay in shipment or other circumstances beyond its control.

Purchaser(s) Initials: \_\_\_\_\_  
\_\_\_\_\_

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 122017-FSC

Proposer's full legal name: Federal Signal Corp.

**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be February 20, 2018 and will expire on February 20, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
\_\_\_\_\_  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
\_\_\_\_\_  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on February 19, 2018

NJPA Contract # 122017-FSC

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Federal Signal Corp.

Authorized Signatory's Title Business Development Manager

  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

David Panizzi  
\_\_\_\_\_  
(NAME PRINTED OR TYPED)

Executed on 2/23, 2018


NJPA Contract # 122017-FSC




**Form G**  
**SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES**

Possible Points	Aries Industries, Inc.	Atlantic Machinery, Inc	CUES, Inc.	Curbtender Sweepers, LLC	Durand-Wayland, Inc.	Envirosight	Exprolink Inc.	Federal Signal Corp.	GapVax Inc	Global Environmental Products, Inc	GPM Pump and Truck	Gradall Industries, Inc.	Hardline Equipment	Hi-Vac Corporation	
Conformance to Terms/ Conditions to Include Documentation	50	40	43	42	33	39	37	42	42	41	34	39	37	41	31
Pricing	400	296	335	270	251	345	299	358	331	311	328	338	314	273	329
Financial, Industry and Marketplace Successes	75	63	65	69	54	55	60	62	67	63	67	56	67	58	57
Bidder's Ability to Sell/ Service Contract Nationally	100	79	79	76	63	67	80	83	83	76	88	68	82	61	78
Bidder's Marketing Plan	50	40	42	43	36	39	42	44	39	43	43	37	38	41	37
Value Added Attributes	75	63	67	61	56	53	61	68	69	66	71	55	61	67	61
Warranty Coverages and Information	50	40	41	41	36	38	41	43	41	39	41	41	41	41	43
Selection and Variety of Products and Services Offered	200	163	178	171	154	155	171	155	175	165	183	156	176	168	173
<b>Total Points</b>	<b>1,000</b>	<b>784</b>	<b>850</b>	<b>773</b>	<b>683</b>	<b>791</b>	<b>791</b>	<b>855</b>	<b>847</b>	<b>804</b>	<b>855</b>	<b>790</b>	<b>816</b>	<b>750</b>	<b>809</b>
<b>Rank Order</b>		<b>19</b>	<b>5</b>	<b>21</b>	<b>26</b>	<b>15.5</b>	<b>15.5</b>	<b>3.5</b>	<b>6</b>	<b>13</b>	<b>3.5</b>	<b>17</b>	<b>10</b>	<b>24</b>	<b>11</b>


Possible Points	Hol-Mac Corporation	Hurco Technologies, Inc.	J. Hvidtved Larsen US, Inc.	Johnston North America	NiteHawk Sweepers, LLC	RapidView, LLC	Schwarze Industries, Inc.	Sewer Equipment Company of America	Shamrock Pipe Tools, LLC	Stewart-Amos Equipment Co.	Super Products LLC (black 1)	Super Products LLC (grey 2)	TYMCO, Inc.	United Rotary Brush Corporation	
Conformance to Terms/ Conditions to Include Documentation	50	30	37	41	40	41	43	41	43	40	41	31	25	37	39
Pricing	400	310	261	308	314	350	343	333	330	314	304	249	240	308	280
Financial, Industry and Marketplace Successes	75	61	63	62	69	69	66	66	68	60	55	52	48	62	67
Bidder's Ability to Sell/ Service Contract Nationally	100	74	71	78	77	71	79	87	82	73	70	78	78	84	77
Bidder's Marketing Plan	50	38	38	45	42	43	42	45	44	39	37	23	15	37	39
Value Added Attributes	75	63	66	69	66	63	65	65	68	55	58	51	43	68	63
Warranty Coverages and Information	50	41	39	41	44	42	41	41	42	42	41	24	35	38	42
Selection and Variety of Products and Services Offered	200	168	153	151	170	161	166	180	179	158	161	148	150	171	160
<b>Total Points</b>	<b>1,000</b>	<b>785</b>	<b>728</b>	<b>795</b>	<b>822</b>	<b>840</b>	<b>845</b>	<b>858</b>	<b>856</b>	<b>781</b>	<b>767</b>	<b>656</b>	<b>634</b>	<b>805</b>	<b>767</b>
<b>Rank Order</b>		<b>18</b>	<b>25</b>	<b>14</b>	<b>9</b>	<b>8</b>	<b>7</b>	<b>1</b>	<b>2</b>	<b>20</b>	<b>22.5</b>	<b>27</b>	<b>28</b>	<b>12</b>	<b>22.5</b>

  
 Chris Robinson, JD, NJPA

  
 James Voelker, CFCM, NJPA

  
 Carol Jackson, NJPA

  
 Brandon Town, NJPA

  
 Michael Munoz, NJPA



**Item:** Approve Change Order #1 and Final Payment: Lift Station #8 Removal

**From:** Engineering Division

**Initiated By:** Public Works Department

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

**Action Requested:**

Consider and Approve Change Order #1 and Final Payment for OF 1722.2

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**Suggested Motion:**

1. Commissioner moves:

“I move the City Commission (approve/not approve) Change Order No. 1 in the amount of \$6,972.56 and the Final Payment for the Lift Station #8 Removal, in the amount of \$11,135.15 to Central Excavation and \$112.48 to the State Miscellaneous Tax Fund and authorize the City Manager to execute the necessary documents and to make the payments.”

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

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**Staff Recommendation:**

Approve Change Order #1 and Final Payment.

**Summary:**

This project was initiated to prevent sanitary sewage overflows (SSOs) by installing new gravity PVC sanitary sewer collection main and removing lift station #8. Located at 406 20th Avenue South, lift station #8 was an aging lift station at the end of its functional life. The purpose for doing this is to continue to provide adequate and reliable sewer service in order to protect the health and safety of the citizens of Great Falls.

**Background:**

Significant Impacts:

During construction, it was discovered that the vertical location of the 30-inch water main was within the proposed sanitary sewer profile. Maintaining compliance with Department of Environmental Quality (DEQ) regulations to achieve the minimum required 18-inches of separation between water mains and sewer mains the following work was required: removal and salvage of approximately 40-feet of 8-inch



SDR 35 PVC pipe; installation of an additional manhole; removal of one manhole base; and excavation to revised pipe depth.

Purpose:

This Change Order accounts for the additional funding needed to cover the labor and equipment costs associated with adjusting the sanitary sewer main profile to maintain DEQ regulatory compliance.

Workload Impacts:

Design phase engineering plans and specifications were completed by Outrigger Consultants, LLC. Outrigger Consultants and City Engineering staff provided construction phase engineering services and project inspection.

Project Work Scope:

The project consisted of installing approximately 850 lineal feet of new 8-inch diameter PVC sanitary sewer collection main; 198 lineal feet of new 10-inch diameter PVC sanitary sewer collection main; six 48-inch diameter manholes; abandonment of an existing sanitary sewer lift station, force main, and wet well manhole; removal of two manholes; landscaping; and irrigation system repair.

Final Payment:

The original contract was awarded on August 7, 2018 in the amount of \$217,980.00. The final project cost is \$224,952.56 which is \$6,972.56 more than the amount that was originally awarded and approved.

Conclusion:

City staff recommends approving Change Order #1 and making the Final Payment. City staff has verified that Central Excavation has completed all work and punch list items in accordance with the plans and contract. The two year warranty period started at the time of substantial completion which was November 13, 2018.

**Fiscal Impact:**

The total project cost along with this increase to the project is funded through City Sanitary Sewer funding. The attached document summarizes the costs associated with this Change Order.

ATTACHMENTS:

- ▢ Change Order #1
- ▢ Work Change Directive #1
- ▢ 1722.2 Revised Plan Sheet #4
- ▢ Final Pay Documents

# Change Order (Modified Form)

No. ONE

Date of Issuance: November 30, 2018      Effective Date: November 28, 2018

Project: Lift Station #8 Removal	Owner: City of Great Falls, MT	Owner's Contract No.: O.F. 1722.2
Contract: Lift Station #8 Removal		Date of Contract: August 8, 2018
Contractor: Central Excavation		Engineer's Project No.: PW391707

**The Contract Documents are modified as follows upon execution of this Change Order:**  
 Description: Increase in Contract Price by \$6,972.56. Of which \$6,972.56 is provided for in the Work Change Directive noted on the attached sheet. Contractor shall be paid the \$6,972.56 that is agreed upon in writing through a Work Change Directive and only after all of the existing Contingency Allowance has been spent. This Change Order does include the increase in Contract Times stated in the approved Work Change Directive.

Attachments: (List documents supporting change):  
 • Approved Work Change Directive

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:  
 \$ 217,980.00

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1;  
 \$ 00.00

Contract Price prior to this Change Order:  
 \$ 217,980.00

[Increase] [Decrease] of this Change Order:  
 \$ 6,397.56

Contract Price incorporating this Change Order:  
 \$ 224,952.96

**CHANGE IN CONTRACT TIMES:**

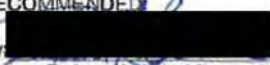
Original Contract Times:  
 Working days     Calendar days  
 Substantial completion (days or date): \_\_\_\_\_  
 Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_  
 Substantial completion (days): \_\_\_\_\_  
 Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:  
 Substantial completion (days or date): \_\_\_\_\_  
 Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:  
 Substantial completion (days or date): \_\_\_\_\_  
 Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:  
 Substantial completion (days or date): \_\_\_\_\_  
 Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:  
 By:   
Engineer (Authorized Signature)  
 Date: 11/30/2018

ACCEPTED:  
 By: \_\_\_\_\_  
Owner (Authorized Signature)  
 Date: \_\_\_\_\_

ACCEPTED:  
 By:   
Contractor (Authorized Signature)  
 Date: 12/3/18

# Change Order

## Instructions

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### **A. GENERAL INFORMATION**

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directives must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

### **B. COMPLETING THE CHANGE ORDER FORM**

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

# Work Change Directive

No. 1

Date of Issuance: September 28, 2018

Effective Date: September 28, 2018

Project: Lift Station #8 Removal	Owner: City of Great Falls	Owner's Contract No.: OF 1722.2
Contract: Lift Station #8 Removal		Date of Contract: August 08, 2018
Contractor: Central Excavation		Engineer's Project No.: 17-012

To maintain compliance with DEQ regulations and maintain the required 18-inches of separation between water main and sewer main the contractor is directed to proceed promptly with the following change(s):

- Remove and salvage approximately 40-feet of 8-inch SDR 35 PVC pipe.
- Install additional manhole at station 106+63.6. City will provide base, cone, ring and cover. Contractor to supply additional barrels for required vertical depth adjustment.
- Remove MH-4 base and excavate to revised plan depth.

Costs for additional work shall be paid for as follows:

- Removal of MH-4 base and excavation to depth shall be paid for under bid item 102.
- Additional MH at 106+63.6 shall be paid for under bid items 108 and 110.
- Footage for 8-inch SDR 35 PVC pipe shall be paid for under bid item 106.
- Removal and salvage of 8-inch SDR 35 PVC pipe; forming the flow channel in new manhole; additional excavation required for additional pipe and manhole depth shall be paid for on a time and materials basis.

### Attachments (list documents supporting change):

See revised plan sheet 4


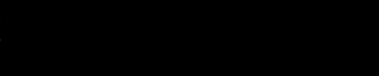
**Purpose for Work Change Directive:** *During construction it was found that the location of the 30" water main near station 107+10 was found to be within the proposed sanitary sewer profile.*

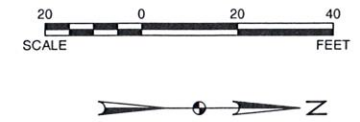
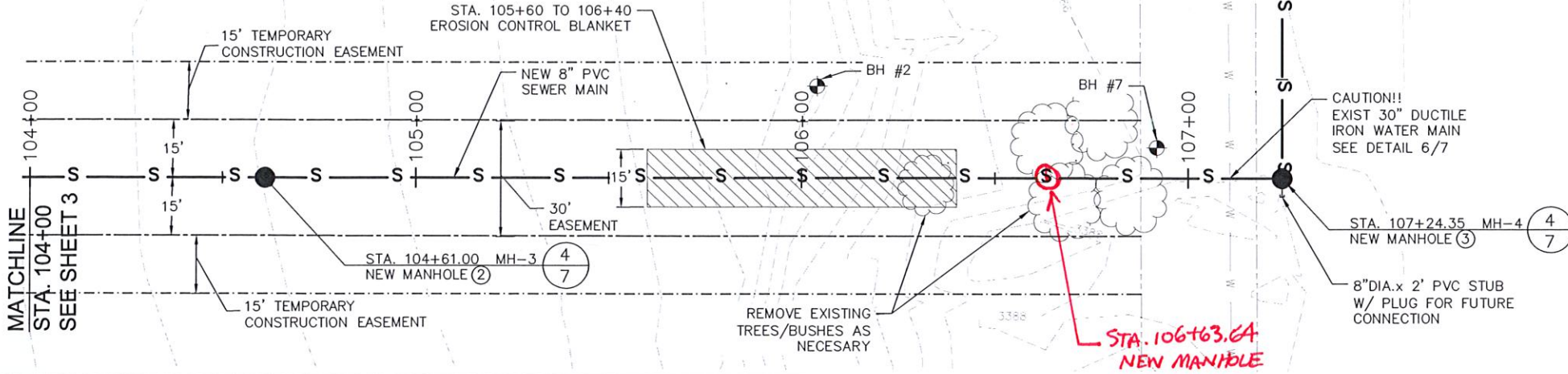
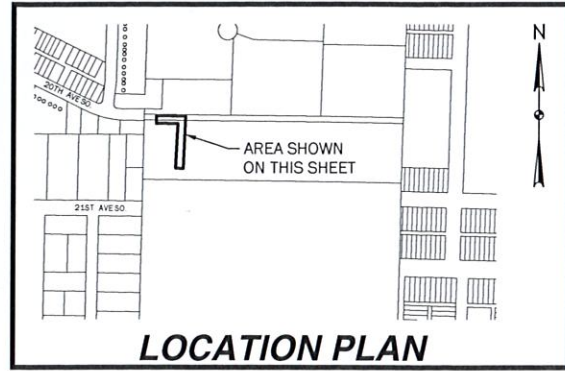
Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- Nonagreement on pricing of proposed change. N/A
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time. N/A

**Estimated change in Contract Price and Contract Times:**

Contract Price \$ 0.00 (increase/decrease)      Contract Time NA (increase/decrease)

Recommended for Approval by Engineer:	Date
Authorized for Owner by: 	Date 10-1-13
Approved for Contractor by: 	Date 10-1-18
Received by Funding Agency (if applicable):	Date:



COORDINATE TABLE			
POINT #	NORTHING	EASTING	DESCRIPTION
2	1183908.694	1523763.648	NEW MANHOLE MH-3
3	1184171.983	1523769.537	NEW MANHOLE MH-4

**CONSTRUCTION NOTES**

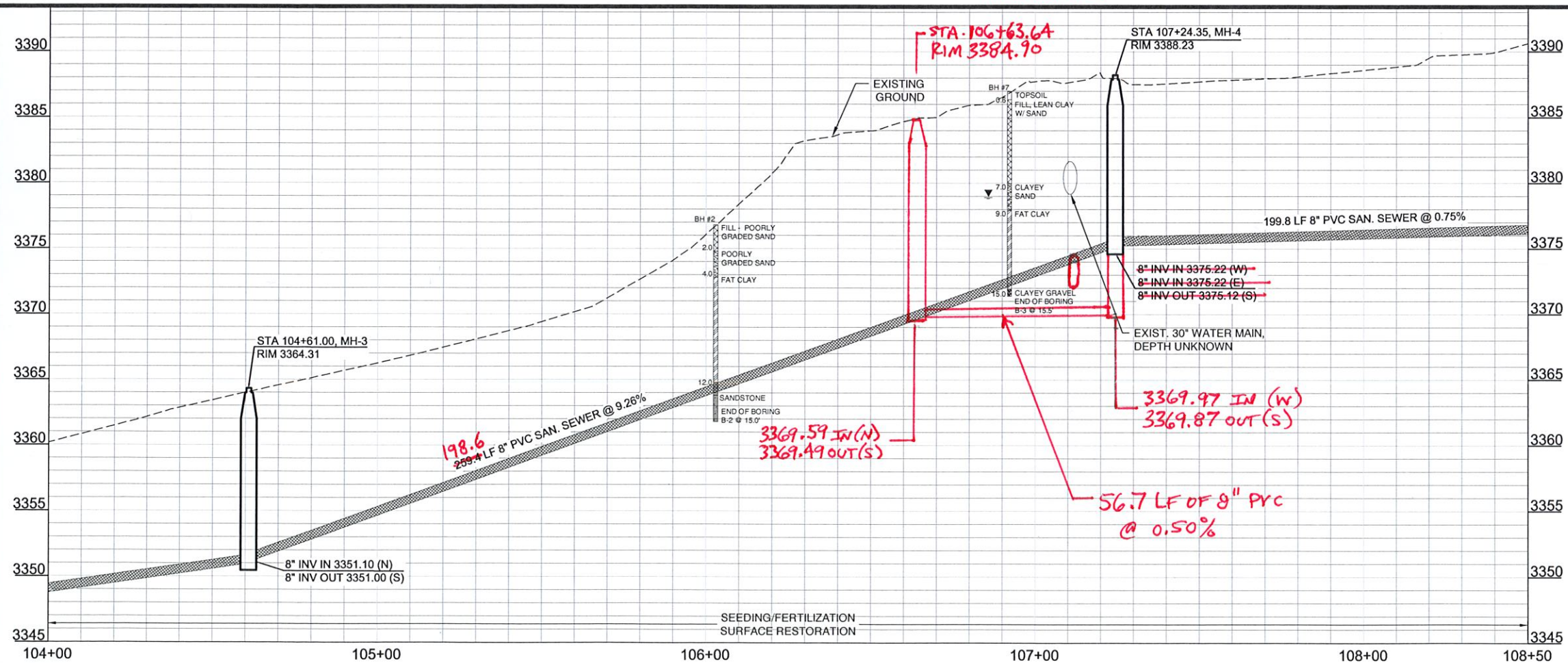
1. INSTALL LOW PERMEABILITY TRENCH BACKFILL PLUGS EVERY 100 FEET BETWEEN STA. 100+00 AND STA. 109+28 MEETING MPWSS SECTION 02222 REQUIREMENTS

702 SECOND STREET SOUTH  
SUITE 2  
GREAT FALLS, MONTANA  
59405  
(406) 952-1109



JOB NO: 17-012  
DESIGNED BY: JRS  
DRAWN BY: JWG  
DATE: 7/02/18

**LIFT STATION #8 REMOVAL  
CITY OF GREAT FALLS, MONTANA  
SEWER PLAN AND PROFILE**



56.71  
@.5%

SHEET  
4

PROJECT FUNDING/EXPENDITURE SUMMARY

1722.2 Lift Station #8 Removal

PREPARED BY THE CITY ENGINEERS OFFICE: RJB

DATE: 11/01/2018

**COPY**

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE				
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5
CONTRACTOR: KLJ	Unassigned Capitol	\$1,258.80	\$700.20	\$1,000.00	\$1,000.00	\$1,579.72
	5310-31-564-49325					
	DATE	5/12/2017	6/30/2017	9/18/2017	10/19/2017	11/14/2017

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 6	NO. 7	NO. 8	NO. 9	NO. 10			
CONTRACTOR: KLJ	Unassigned Capitol	\$1,591.54					\$8,392.00	\$7,130.26	\$1,261.74
	5310-31-564-49325							\$0.00	\$0.00
	DATE	2/2/2018					\$8,392.00	\$7,130.26	\$1,261.74

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	
CONTRACTOR: Outrigger Sanitary	Unassigned Capitol	\$2,340.00	\$5,535.00	\$5,547.50	\$10,270.00	\$1,079.75	\$32,090.00
	5310-31-564-49325						
	DATE	3/12/2018	4/12/2018	5/7/2018	6/7/2018	7/23/2018	\$32,090.00

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 6	NO. 7	NO. 8	NO. 9	NO. 10			
CONTRACTOR: Outrigger Sanitary	Unassigned Capitol	\$1,752.50	\$1,140.00	\$910.00				\$28,574.75	\$3,515.25
	5310-31-564-49325							\$0.00	\$0.00
	DATE	8/9/2018	9/25/2018	10/31/2018			\$0.00	\$28,574.75	\$3,515.25

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
CONTRACTOR: Outrigger Storm Drain	Other Professional Services	\$10,097.50	\$1,547.50	\$765.00	\$6,137.50	\$12,922.50	\$33,165.00	\$31,470.00	\$1,695.00
	5315-31-567-43590							\$0.00	\$0.00
	DATE	6/7/2018	7/23/2018	8/9/2018	9/25/2018	10/31/2018	\$33,165.00	\$31,470.00	\$1,695.00

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
CONTRACTOR: Central Excavation Sanitary	Improvements other than Buildings	\$201,212.45					\$215,800.20	\$201,212.45	\$14,587.75
	5310-31-564-49310							\$0.00	\$0.00
	DATE	10/31/2018					\$215,800.20	\$201,212.45	\$14,587.75

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% Sanitary	Improvements other than Buildings	\$2,032.45					\$2,179.80	\$2,032.45	\$147.35
	5310-31-564-49310							\$0.00	\$0.00
	DATE	10/31/2018					\$2,179.80	\$2,032.45	\$147.35

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
MISCELLANEOUS	Unassigned Capitol	\$541.00					\$1,000.00	\$541.00	\$459.00
	Improvements other than Buildings		\$90.15				\$500.00	\$90.15	\$409.85
	DATE	6/8/2018	8/1/2018				\$1,500.00	\$631.15	\$868.85
	VENDOR	DEQ	Tribune						

PROJECT #	ACCOUNT NUMBER	FUND DESIGNATION	FUNDING	EXPENDITURES	BALANCE
PW391707					
	5310-31-564-49325	Unassigned Capitol	\$40,482.00	\$7,130.26	\$33,351.74
	5315-31-567-43590	Other Professional Services	\$33,165.00	\$31,470.00	\$1,695.00
	5310-31-564-49310	Improvements other than Building	\$217,980.00	\$203,244.90	\$14,735.10
	5310-31-564-49310	Unassigned Capitol	\$1,500.00	\$631.15	\$868.85
		<b>TOTALS</b>	<b>\$293,127.00</b>	<b>\$242,476.31</b>	<b>\$50,650.69</b>

# Change Order (Modified Form)

No. ONE

Date of Issuance: November 30, 2018      Effective Date: November 28, 2018

Project: Lift Station #8 Removal	Owner: City of Great Falls, MT	Owner's Contract No.: O.F. 1722.2
Contract: Lift Station #8 Removal	Date of Contract: August 8, 2018	
Contractor: Central Excavation	Engineer's Project No.: PW391707	

**The Contract Documents are modified as follows upon execution of this Change Order:**  
 Description: Increase in Contract Price by \$6,972.56. Of which \$6,972.56 is provided for in the Work Change Directive noted on the attached sheet. Contractor shall be paid the \$6,972.56 that is agreed upon in writing through a Work Change Directive and only after all of the existing Contingency Allowance has been spent. This Change Order does include the increase in Contract Times stated in the approved Work Change Directive.

Attachments: (List documents supporting change):  
 • Approved Work Change Directive

**CHANGE IN CONTRACT PRICE:**  
 Original Contract Price:

\$ 217,980.00  
 [Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1 :

\$ 00.00  
 Contract Price prior to this Change Order:  
 \$ 217,980.00

[Increase] [Decrease] of this Change Order:  
 \$ 6,3972.56  
 Contract Price incorporating this Change Order:  
 \$ 224,952.96

**CHANGE IN CONTRACT TIMES:**  
 Original Contract Times:

Working days     Calendar days  
 Substantial completion (days or date): \_\_\_\_\_  
 Ready for final payment (days or date): \_\_\_\_\_  
 [Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_

Substantial completion (days): \_\_\_\_\_  
 Ready for final payment (days): \_\_\_\_\_  
 Contract Times prior to this Change Order:  
 Substantial completion (days or date): \_\_\_\_\_  
 Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:  
 Substantial completion (days or date): \_\_\_\_\_  
 Ready for final payment (days or date): \_\_\_\_\_  
 Contract Times with all approved Change Orders:  
 Substantial completion (days or date): \_\_\_\_\_  
 Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:  
 By: \_\_\_\_\_  
Engineer (Authorized Signature)  
 Date: 11/30/2018

ACCEPTED:  
 By: \_\_\_\_\_  
Owner (Authorized Signature)  
 Date: \_\_\_\_\_

ACCEPTED:  
 By: \_\_\_\_\_  
Contractor (Authorized Signature)  
 Date: 12/3/18



# Change Order

## Instructions

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### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directives must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

### B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

# Work Change Directive

No. 1

Date of Issuance: September 28, 2018

Effective Date: September 28, 2018

Project: Lift Station #8 Removal	Owner: City of Great Falls	Owner's Contract No.: OF 1722.2
Contract: Lift Station #8 Removal		Date of Contract: August 08, 2018
Contractor: Central Excavation		Engineer's Project No.: 17-012

To maintain compliance with DEQ regulations and maintain the required 18-inches of separation between water main and sewer main the contractor is directed to proceed promptly with the following change(s):

- Remove and salvage approximately 40-feet of 8-inch SDR 35 PVC pipe.
- Install additional manhole at station 106+63.6. City will provide base, cone, ring and cover. Contractor to supply additional barrels for required vertical depth adjustment.
- Remove MH-4 base and excavate to revised plan depth.

Costs for additional work shall be paid for as follows:

- Removal of MH-4 base and excavation to depth shall be paid for under bid item 102.
- Additional MH at 106+63.6 shall be paid for under bid items 108 and 110.
- Footage for 8-inch SDR 35 PVC pipe shall be paid for under bid item 106.
- Removal and salvage of 8-inch SDR 35 PVC pipe; forming the flow channel in new manhole; additional excavation required for additional pipe and manhole depth shall be paid for on a time and materials basis.

### Attachments (list documents supporting change):

See revised plan sheet 4

**Purpose for Work Change Directive:** *During construction it was found that the location of the 30" water main near station 107+10 was found to be within the proposed sanitary sewer profile.*



Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- Nonagreement on pricing of proposed change. N/A
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time. N/A

**Estimated change in Contract Price and Contract Times:**

Contract Price \$ 0.00 (increase/decrease)

Contract Time NA (increase/decrease)

Recommended for Approval by Engineer:	Date
Authorized for Owner by: 	Date 10-1-18
Approved for Contractor by: 	Date 10-1-18
Received by Funding Agency (if applicable):	Date:

**REQUEST FOR PAYMENT**

From: Central Plumbing and Heating, Inc  
 3701 River Drive N.  
 Great Falls, MT 59405

To: CITY OF GREAT FALLS ENGINEERING D  
 1025 25TH AVENUE NE  
 GREAT FALLS, MT 59405

Invoice: 33481972  
 Draw: 18-3115-00001  
 Invoice date: 10/31/2018  
 Period ending date: 10/31/2018

Contract For:

**Request for payment:**


Original contract amount	\$217,980.00	Project: 18-3115
Approved changes	\$0.00	Lift Station #8 Removal
Revised contract amount	\$217,980.00	
Contract completed to date	\$213,942.00	Contract date:
Add-ons to date	\$0.00	Architect:
Taxes to date	\$0.00	Scope:
Less retainage	\$10,697.10	
Total completed less retainage	\$203,244.90	
Less previous requests	\$0.00	
Current request for payment	\$203,244.90	
Current billing	\$0.00	
Current additional charges	\$0.00	
Current tax	\$0.00	
Less current retainage	\$10,697.10	
Current amount due	\$203,244.90	
Remaining contract to bill	\$14,735.10	

*1% RET = \$20,324.49 DUE: # 201,212.45*

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner		
Total approved this Month		
<b>TOTALS</b>		
<b>NET CHANGES by Change Order</b>		

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the CITY OF GREAT FALLS ENGINEERING DIV relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: Central Plumbing and Heating, Inc  
 State Of Montana  
 County Of Cascade

By:  Acely Assistant  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Date: 10.31.18  
 Notary Public  
 My commission expires: \_\_\_\_\_

**REQUEST FOR PAYMENT DETAIL**

Project: 18-3115 / Lift Station #8 Removal      Invoice: 33481972      Draw: 18-3115-00001      Period Ending Date: 10/31/2018      Detail Page 2 of 2 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Completed To Date	% Comp	Retainage Balance
01	Base Bid Items	197,980.00		197,980.00	197,980.00	100.00	9,899.00
02	Misc. Units	20,000.00		15,962.00	15,962.00	79.81	798.10

<b>Totals</b>							217,980.00	213,942.00	98.15	10,697.10
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Lift Station #8 Removal O.F. 1722.2  
Progress Payment for Central Excavation

31-Oct-18

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 Request	Total Quantity Remaining	Quantity Completed %	Total Amount Paid	Total Bid Amount
100	Mobilization	1	LS	\$10,800.00	1.00						\$10,800.00	0.00	100.00	\$10,800.00	\$10,800.00
101	Abandon Existing Lift Station #8	1	LS	\$8,935.00	1.00						\$8,935.00	0.00	100.00	\$8,935.00	\$8,935.00
102	Remove Existing Manhole	2	EA	\$3,685.00	3.00						\$11,055.00	(1.00)	150.00	\$11,055.00	\$7,370.00
103	Abandon Existing Lift Station Wet Well Manhole	1	EA	\$8,200.00	1.00						\$8,200.00	0.00	100.00	\$8,200.00	\$8,200.00
104	Abandon Existing Force Main	1	EA	\$2,100.00	1.00						\$2,100.00	0.00	100.00	\$2,100.00	\$2,100.00
105	Abandon Existing Sewer Main	1	EA	\$1,550.00	1.00						\$1,550.00	0.00	100.00	\$1,550.00	\$1,550.00
106	8" SDR 35 PVC Sewer Main	850	LF	\$101.00	902.00						\$91,102.00	(52.00)	106.12	\$91,102.00	\$85,850.00
107	10" SDR 35 PVC Sewer Main	194	LF	\$91.00	196.00						\$18,018.00	(4.00)	102.06	\$18,018.00	\$17,854.00
109	48" Drop Manhole	4	EA	\$4,600.00	5.00						\$23,000.00	(1.00)	125.00	\$23,000.00	\$18,400.00
109	48" Drop Manhole	1	EA	\$8,941.00	1.00						\$8,941.00	0.00	100.00	\$8,941.00	\$8,941.00
110	Additional Manhole Depth	29	VF	\$245.00	44.00						\$10,780.00	(15.00)	151.72	\$10,780.00	\$7,105.00
111	Type 2 Pipe Bedding	15	CY	\$28.00	0.00						\$0.00	15.00	0.00	\$0.00	\$420.00
112	Buried 30" Water Main Crossing	2	EA	\$1,100.00	2.00						\$2,200.00	0.00	100.00	\$2,200.00	\$2,200.00
113	Separation Geotextile	45	SY	\$2.00							\$0.00	45.00	0.00	\$0.00	\$90.00
114	Crushed Base Course	10	CY	\$32.00							\$0.00	10.00	0.00	\$0.00	\$320.00
115	4" Asphalt Surfacing Removal and Replacement	45	SY	\$74.00							\$0.00	45.00	0.00	\$0.00	\$3,330.00
116	Concrete Curb/Gutter Removal and Replacement	20	LF	\$46.00							\$0.00	20.00	0.00	\$0.00	\$920.00
117	Concrete Sidewalk Removal and Replacement	100	SF	\$14.00							\$0.00	100.00	0.00	\$0.00	\$1,400.00
118	Seeding and Fertilizing	1	ACRE	\$3,850.00	1.00						\$3,850.00	0.00	100.00	\$3,850.00	\$3,850.00
119	Sodding	25	SY	\$35.00	22.00						\$770.00	3.00	88.00	\$770.00	\$875.00
120	Landscaping and Irrigation Removal and Repair	1	LS	\$7,130.00	1.00						\$7,130.00	0.00	100.00	\$7,130.00	\$7,130.00
121	Erosion Control Blanket	135	SY	\$4.00							\$0.00	135.00	0.00	\$0.00	\$540.00
122	Miscellaneous	20,000	UN	\$1.00	5,511.00						\$5,511.00	14,489.00	27.56	\$5,511.00	\$20,000.00
<b>Total Amount Bid, Items 1-12</b>														\$213,942.00	\$217,980.00

Miscellaneous Pay Items for Pay Request # 1

Miscellaneous work as per Work Change Directive 1 - attached \$5,511.000

Amount for this Pay Request	Retainage
1	\$213,942.00
2	
3	
4	
5	
FINAL	0%

Current Pay Request	1	2	3	4	5	FINAL
Original Contract	\$217,980.00					
Change Orders + or -	\$0.00					
Current Contract Amount	\$217,980.00					
Total Completed and Stored to Date	\$213,942.00					
Retainage	\$10,697.10					
Total Completed and Stored to Date less Retainage	\$203,244.90					
Less Previous Payments	\$0.00					
Gross Amount Due this Application	\$203,244.90					
Less 1% State Withholding Tax	\$2,032.45					
Total Amount Due this Pay Period	\$201,212.45					



3701 River Drive North  
Great Falls, MT 59405  
406.727.0000  
406.452.9084 fax  
www.centralexcavation.com

The best people, the best results.

**MISCELLANEOUS WORK PRICING SHEET**

**Project Number and/or Name: 18-3115 #8 Lift Station Removal**

**Description: Perform work as per work change directive #1 of Sept. 28, 2018**

**Date: 10/8/18**

Labor/Equipment Direct Costs	Qty	Hrs	\$/ Unit	Total Material
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**Description:**

Manpower as agreed to excavate, backfill additional depth, remove pipe, form new flow channel in new manhole	1	40.5	\$60.00	\$2,430.00
				\$0.00
				\$0.00
Komatsu 360 Excavator	1	7.5	\$115.00	\$862.50
Komatsu 138 Excavator	1	4	\$70.00	\$280.00
CAT 938 Loader	1	4	\$70.00	\$280.00
CP34 Sheepsfoot Compactor	1	4	\$70.00	\$280.00
CAT 259 Skidsteer	1	4	\$25.00	\$100.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

**Total Direct Costs: \$4,232.50**

**Misc. Additional Labor Costs:**

Supervision:	13.5	\$70.00	\$945.00
PM Time:	1.0	\$75.00	\$75.00

**Total Misc. Additional Costs: \$1,020.00**

**MATERIALS**

20 of 8" Sch40 PVC	\$225.00		

**MATERIALS SUB-TOTAL \$225.00 Bill To:**

**15% MARK-UP \$33.75**

**Bond (If Applicable)**

**State Tax (If Applicable)**

**MISC. WORK TOTAL= \$5,511**



Contractors Gross Receipts Gross Receipts Withholding Return

1. Contract Awarded by: [X] 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: [X] Prime Contractor [ ] Sub Contractor

Federal Identification Number (FEIN): 81-0285765
Name: Central Excavation
Address: 3701 River Dr N
City: Great Falls State: MT Zip Code:

Table with 2 columns: Description and Amount. Rows include Government Issued Contract Number (OF 1722.2), Contract Award Date (7-Aug-18), Month and year increment payment earned (Nov-18), Gross amount due prime contractor (\$203,244.90), Amount Withheld (\$2,032.45), Net amount paid (\$201,212.45), and Remittance attached for credit (\$2,032.45).

10. Description of work to be performed: Lift Station #8 Removal

11. Location of work to be performed (be specific): 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.

Return Submitted by: [X] Agency [ ] Prime Contractor [ ] Sub-Contractor

Award Authorization
Preparer's Signature: [Redacted]
Preparer's Title: Engineering Admin Secretary Date: 11-5-18
Phone: 406.771.1258 Fax: 406.771.0700

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





**Item:** Final Payment: Gore Hill Pump Station Pump Replacement

**From:** Engineering Division

**Initiated By:** Public Works Department

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

**Action Requested:** Approve Final Pay Request for OF 1625.6

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**Suggested Motion:**

1. Commissioner moves:

"I move the City Commission (approve/not approve) Final Payment for the Gore Hill Pump Station Pump Replacement project in the amount of \$3,459.06 to Sletten Construction Company and \$34.94 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments."

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

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**Staff Recommendation:**

Approve Final Payment Request.

**Summary:**

This project removed the existing 75 horsepower split case pump and installed a new 100 horsepower vertical turbine pump in the Gore Hill Pump Station. The new larger pump was needed to overcome the increased hydrostatic pressure associated with the increased height of the new Gore Hill Water Tower which was constructed this summer and put into service on December 3, 2018.

**Background:**

Significant Impacts

Prior to this project, the Gore Hill Pump Station was comprised of three pumps: a 75 horsepower pump and motor that provides primary service duty in the winter and two 200 horsepower pumps and motors that operate on a lead-lag basis to meet demands in the summer. Advanced Engineering and Environmental Services (AE2S) evaluated the Gore Hill Pump Station in conjunction with the new Gore Hill Water Tower and determined that the existing 75 horsepower pump and motor would not be able to provide water to the new, taller Gore Hill Water Tower. This project replaced the 75 horsepower pump and motor with a new 100 horsepower pump and motor.

### Workload Impacts

The City has a Professional Services Agreement with AE2S to design the project, prepare the construction documents, and perform the construction inspection for this project. City Staff helped manage contract administration duties for this project. Public Works staff is responsible for maintaining the improvements now that construction is complete.

### Project Work Scope

This project replaced an existing 75 horsepower pump and motor with a new 100 horsepower vertical turbine pump and motor, installed a new chain hoist bridge beam trolley, installed new process piping and valves, and completed associated painting and restoration.

### Evaluation and Selection Process

Three (3) bids were received and opened for this project on February 21, 2018. The bids ranged from \$73,400.00 to \$90,610.00. Sletten Construction Company submitted the low bid and executed all of the necessary documents. The City Commission awarded the project on March 6, 2018.

### Final Payment

The final project cost is \$69,880.00 which is \$3,520.00 less than the amount that was originally awarded and approved. The difference was due to the uncertainty associated with connecting the new pump to the existing pipe network. Overall the connection process went better than anticipated.

### Conclusion

City staff recommends making the Final Payment. City staff verified that Sletten has completed all work and punch list items in accordance with the plans and the contract. The two year warranty period started at the time of substantial completion which was August 17, 2018.

### **Fiscal Impact:**

Funding for this project is through the Water Capital Improvement fund.

### **Concurrences:**

AE2S also recommends approving the Final Pay request.

### ATTACHMENTS:

- OF 1625.6 Final Pay Documents

PROJECT FUNDING/EXPENDITURE SUMMARY

GORE HILL PUMP STATION PUMP REPLACEMENT, OF 1625.6

PREPARED BY THE CITY ENGINEERS OFFICE: JEP

DATE: 11/19/2018

Final Pay

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
Engineering: Advanced Engineering and Environmental Services, Inc.	W. T. Plant 5210.31.555.49325	\$5,718.50	\$3,818.00	\$8,393.08	\$1,896.00	\$7,472.04	\$55,566.00	\$50,947.42	\$4,618.58
	DATE	09/18/17	10/11/17	11/20/17	01/11/18	02/23/18			
	W. T. Plant 5210.31.555.49325	\$1,013.40	\$898.00	\$1,682.00	\$326.00	\$940.00			
	DATE	03/15/18	04/13/18	05/16/18	06/15/18	07/19/18			
	W. T. Plant 5210.31.555.49325	\$2,319.85	\$3,474.30	\$12,996.25					
	DATE	08/16/18	09/14/18	10/12/18					
	W. T. Plant 5210.31.555.49325								
	DATE								
	W. T. Plant 5210.31.555.49325								
	DATE								

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
Contractor: Sletten Construction Company	W. T. Plant 5210.31.555.49310	\$65,722.14	\$3,459.06				\$72,666.00	\$69,181.20	\$3,484.80
DATE	09/11/18	11/15/18							
Contractor: MT DEPT. OF REV. 1%	W. T. Plant 5210.31.555.49310	\$663.86	\$34.94				\$734.00	\$698.80	\$35.20
DATE	09/11/18	11/15/18				\$73,400.00	\$69,880.00	\$3,520.00	

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
Miscellaneous	W. T. Plant 5210.31.555.43590						\$5,434.00	\$979.44	\$4,454.56
	Vender	\$262.50	\$716.94						
	DATE	11/14/17	01/31/18						
<b>TOTALS</b>							<b>\$134,400.00</b>	<b>\$121,806.86</b>	<b>\$12,593.14</b>

PROJECT #	ACCOUNT NUMBER	FUND DESIGNATION	FUNDING	EXPENDITURES	BALANCE
PW371801	5210.31.555.49325	Professional Services	\$55,566.00	\$50,947.42	\$4,618.58
	5210.31.555.49310	Construction Services	\$73,400.00	\$69,880.00	\$3,520.00
	5210.31.555.43590	Misc Professional Services	\$5,434.00	\$979.44	\$4,454.56
<b>TOTALS</b>			<b>\$134,400.00</b>	<b>\$121,806.86</b>	<b>\$12,593.14</b>



**APPLICATION AND CERTIFICATE FOR PAYMENT**

**TO:** City of Great Falls  
PO Box 5021  
Great Falls, MT 59403

**FROM:** Sletten Construction Company  
PO Box 2467  
Great Falls, MT 59403

**CONTRACT FOR:** Pump Replacement

**PROJECT NAME:** Gore Hill Pump Station Pump Replacement

**CERTIFYING AGENT:** Advanced Engineering and Environmental Services, Inc.  
300 15th Street South  
Suite 7  
Great Falls, Montana 59405

**APPLICATION NO:** 2  
**APPLICATION PERIOD TO:** Final  
**PROJECT NO:** OF 1625.6  
**CONTRACT DATE:** 10/10/18  
**REVISION DATE:**

ORIGINAL CONTRACT AMOUNT		\$73,400.00
CHANGE ORDERS		\$0.00
REVISED CONTRACT AMOUNT		\$73,400.00
TOTAL WORK COMPLETE AND STORED MATERIAL TO DATE		\$69,880.00
<b>RETAINAGE:</b>		
Work Completed	0.000%	\$0.00
Stored Materials	0.000%	\$0.00
<b>TOTAL</b>		<b>\$0.00</b>
<b>WORK COMPLETED AND STORED MATERIALS LESS TOTAL RETAINAGE</b>		<b>\$69,880.00</b>
<b>PREVIOUS CERTIFICATE FOR PAYMENT</b>		<b>\$66,386.00</b>
Gross Amount Due	RETAINAGE	\$3,494.00
Gross Receipts Tax - 1%		\$34.94
<b>AMOUNT DUE</b>		<b>\$3,459.06</b>
<b>REMAINING CONTRACT BALANCE (RETAINAGE INCLUDED)</b>		<b>\$3,520.00</b>

SUMMARY OF CHANGES	ADDS	DEDUCTS
Previous Totals	\$0.00	\$0.00
THIS MONTH	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to 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 Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

(Firm) Sletten Construction Company

(Name) Kyle Blunn


(Signature) Kyle J. Blunn  Digitally signed by Kyle J. Blunn  
Date: 2018.10.10 16:27:26-06'00' (Date)

**ENGINEER'S RECOMMENDATION**

I certify that the work covered by this Application for Payment has been completed according to the contract, and that the amount recommended is: \$3,459.06

(Firm) AE2S Engineering


(Name) Ross Hanson

(Signature)  (Date) 11-15-18

I certify that the work covered by this Application for Payment has been completed according to the contract, and that the amount recommended is: \$3,459.06 To CONTRACTOR

(Firm) City of Great Falls \$34.94 To STATE

(Name) Jesse Patton 12

(Signature)  (Date) 11-19-18



PROJECT FUNDING/EXPENDITURE SUMMARY

GORE HILL PUMP STATION PUMP REPLACEMENT, OF 1625.6

PREPARED BY THE CITY ENGINEERS OFFICE: JEP

DATE: 11/19/2018

Final Pay

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
Engineering: Advanced Engineering and Environmental Services, Inc.	W. T. Plant 5210.31.555.49325	\$5,718.50	\$3,818.00	\$8,393.08	\$1,896.00	\$7,472.04	\$55,566.00	\$50,947.42	\$4,618.58
	DATE	09/18/17	10/11/17	11/20/17	01/11/18	02/23/18			
	W. T. Plant 5210.31.555.49325	\$1,013.40	\$898.00	\$1,682.00	\$326.00	\$940.00			
	DATE	03/15/18	04/13/18	05/16/18	06/15/18	07/19/18			
	W. T. Plant 5210.31.555.49325	\$2,319.85	\$3,474.30	\$12,996.25					
	DATE	08/16/18	09/14/18	10/12/18					
	W. T. Plant 5210.31.555.49325								
	DATE								

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
Contractor: Sletten Construction Company	W. T. Plant 5210.31.555.49310	\$65,722.14	\$3,459.06				\$72,666.00	\$69,181.20	\$3,484.80
	DATE	09/11/18	11/15/18						
Contractor: MT DEPT. OF REV. 1%	W. T. Plant 5210.31.555.49310	\$663.86	\$34.94				\$734.00	\$698.80	\$35.20
	DATE	09/11/18	11/15/18				\$73,400.00	\$69,880.00	\$3,520.00

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
Miscellaneous	W. T. Plant 5210.31.555.43590	\$262.50	\$716.94				\$5,434.00	\$979.44	\$4,454.56
	Vender DATE	11/14/17	01/31/18						
<b>TOTALS</b>						<b>\$134,400.00</b>	<b>\$121,806.86</b>	<b>\$12,593.14</b>	

PROJECT #	ACCOUNT NUMBER	FUND DESIGNATION	FUNDING	EXPENDITURES	BALANCE
PW371801	5210.31.555.49325	Professional Services	\$55,566.00	\$50,947.42	\$4,618.58
	5210.31.555.49310	Construction Services	\$73,400.00	\$69,880.00	\$3,520.00
	5210.31.555.43590	Misc Professional Services	\$5,434.00	\$979.44	\$4,454.56
<b>TOTALS</b>			<b>\$134,400.00</b>	<b>\$121,806.86</b>	<b>\$12,593.14</b>





## Contractors Gross Receipts Gross Receipts Withholding Return

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

Contract Awarded to:  Prime Contractor  Sub Contractor

Federal Identification Number (FEIN): 81-0221129

Name: Sletten Construction Company

Address: PO Box 2467

City: Great Falls State: MT Zip Co 59403

3.	Government Issued Contract Number	OF 1625.6
4.	Contract Award Date	6-Mar-18
5.	Month and year increment payment earned	Fall 2018
6.	Gross amount due prime contractor or sub-contractor at the time of this report	\$3,494.00
7.	Amount Withheld (1% of line 6) (If payment made to prime contractor from awarding agency, remittance must accompany this report)	\$34.94
8.	Net amount paid prime contractor or sub-contractor at the time of this report	\$3,459.06
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)	\$34.94
	<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	21-Dec-18
	Description of work to be performed:	
	Gore Hill Pump Replacement	
	Location of work to be performed (be specific):	
	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: \_\_\_\_\_

Preparer's Title: Engineering Admin Secretary Date: \_\_\_\_\_ Fax: 406.771.0700

Phone: 406.771.1258



**Item:** West Bank Park - Phase 3 Trail Upgrades

**From:** Park and Recreation

**Initiated By:** Trails Division

**Presented By:** Steve Herrig, Director of Park and Recreation

**Action Requested:**

Award Bid and Approve Contract, OF 1585.9

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**Suggested Motion:**

1. Commissioner moves:

“I move the City Commission (award/not award) a contract in the amount of \$83,000 to Horn Construction for the West Bank Park Phase 3 Project, and authorize the City Manager to execute the construction contract documents.

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

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**Staff Recommendation:**

Approve construction contract award in the amount of \$83,000 to Horn Construction for the West Bank Park Phase 3 Project, and authorize the City Manager to execute the construction contract documents.

**Summary:**

This project was initiated by the Park and Recreation Department to improve the River’s Edge Trail and West Bank Park. The project implements improvements to the southern portion of the park that were identified in the 2011 West Bank Park Master Plan and 2016 Park and Recreation Master Plan. The major components of the project include (1) Removal of 1,119 feet of aging asphalt trail and replacing with low maintenance concrete trail; and (2) The installation of an ADA sidewalk to allow access to the park from 3<sup>rd</sup> Ave. NW, filling in an existing gap in the sidewalk system. The project is scheduled to start in the spring of 2019.

**Background:**

**Citizen Participation**

In 2010 the planning process for West Bank Park was developed with a strong sense of public involvement. The process was guided by a steering committee and included a site visit with the



committee, a town hall meeting, a two-day design charrette, an extensive on-line survey, meetings with neighborhood councils, and various other opportunities for public comment. The 2016 Park and Recreation Master Plan also included public input and surveys, ranking walking and biking trail improvements a top priority for investing and most important to households.

### **Workload Impacts**

The City has a Professional Services Agreement with TD&H Engineering that provided the design and construction documents for this project. TD&H will also provide construction phase services and project inspection. City staff will assist with project administration. Park and Recreation staff will be responsible for maintaining the improvements once the construction is complete. Park and Recreation will be responsible for removing the existing asphalt trail as their “in-kind” contribution to the grant project.

### **Purpose:**

The purpose of this project is to improve the quality of the River’s Edge Trail and improve access to West Bank Park.

### **Project Work Scope:**

(1) This project will include 1,119 lineal feet of five inch thick reinforced concrete trail. The trail will be 10 feet wide and grass seeding will be applied to disturbed areas.

(2) The ADA sidewalk will be five feet wide and tie into the existing sidewalk. Reconstruction of the southern corner will be required to meet ADA standards. Backfill along the sidewalk edge and grass seeding will complete the project.

### **Evaluation and Selection Process:**

Five (5) bids were received on December 5, 2018, with the base bids ranging between 415 L.F. of trail and 1,119 L.F. of trail and ADA sidewalk. Horn Construction submitted the low bid and executed all the necessary bid documents.

### **Conclusion:**

City staff recommends awarding the contract to Horn Construction in the amount of \$83,000.

### **Fiscal Impact:**

The attached bid tabulation summarizes the bids that were received. Funding for this project was awarded to Park and Recreation from a Missouri-Madison River Fund Grant and included match money from Northwestern Energy (\$10,000) and the River’s Edge Trail Foundation (\$15,000). The use of this funding was approved for this project by the City Commission on November 6, 2017.

### **Alternatives:**

The City Commission could vote to deny award of the construction contract to the low bid and instead award the contract to an alternative bidder; re-bid the project; or cancel the project.

### **ATTACHMENTS:**

- West Bank Park Phase 3 Trail Upgrades Bid Tab

PROJECT TITLE: West Bank Trail Replacement Phase 3 O.F. 1585.9																								
<u>BID TABULATION</u>																								
ITEM DESCRIPTION		Horn Construction LLC				MRTE, Inc				United Materials				Geranios Enterprises Inc				Dick Anderson						
		QTY	Unit	UNIT PRICE	TOTAL PRICE	QTY	Unit	UNIT PRICE	TOTAL PRICE	QTY	Unit	UNIT PRICE	TOTAL PRICE	QTY	Unit	UNIT PRICE	TOTAL PRICE	QTY	Unit	UNIT PRICE	TOTAL PRICE			
101	ADA Sidewalk Replacement and Connection	1	LS	10,063.58	10,063.58	1	LS	6,000.00	6,000.00	1	LS	14,940.00	14,940.00	1	LS	14,458.00	14,458.00	1	LS	34,860.00	34,860.00			
102	5" Reinforced Concrete Trail (Remove & Replace)	1119	LF	65.18	72,936.42	1000	LF	77.00	77,000.00	830	LF	82.00	68,060.00	668	LF	102.61	68,543.48	415	LF	116.00	48,140.00			
				<b>\$83,000.00</b>					<b>\$83,000.00</b>					<b>\$83,000.00</b>					<b>\$83,001.48</b>					<b>\$83,000.00</b>

Bid Tabulations prepared and certified on 5-Dec-18



John P. Juras, Project Engineer  
TD&H Inc.



**Item:** Children's Museum of Montana Lease - #22 Railroad Square (a/k/a Zellarbach Building, T20N R3E S11)

**From:** Greg Doyon, City Manager

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

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

**Action Requested:** Set a public hearing for consideration of a Lease Agreement with the Children's Museum of Montana for the property located at #22 Railroad Square.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing for January 2, 2019, to consider a Lease Agreement with the Children's Museum of Montana for the property located at #22 Railroad Square. ”

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

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**Staff Recommendation:**

Staff recommends the Commission set a public hearing for consideration of a Lease Agreement.

**Summary:**

The Children's Museum of Montana has leased the property formerly known as the Zellarbach Building located at #22 Railroad Square since September 1997. On December 2, 2003, the City Commission approved a lease agreement for 15 years with an automatic 5 year renewal. The original lease required the museum to pay all utility costs, maintenance and repairs of the building and its systems.

If approved, the renewal expires November 20, 2023 and does not include another automatic renewal term.

**Background:**

Over the past year, the city staff held several conversations with the Children's Museum Director and Board about the continued use of the Zellarbach Building. The city manager recommends approval of the revised lease with the understanding that the CMOM will pursue other location options over the

term.

The Commission has received numerous presentations from staff over the past several years about the need for additional office space in the Civic Center. The City retained the services of an architect to rework space in the Gibson Room and renovate the Legal and HR Department's office areas. Use of the Gibson Room was rejected and there are no other areas within the building that could be feasibly renovated without encroaching into the Gibson or Missouri Rooms or the Convention Center.

Lease renewal with the CMOM accomplishes a few important things. First, it provides CMOM with five years to search for, locate, and occupy an alternative location. The Zellerbach building is needed to provide additional office space for city administration. Use of the building makes sense because the City already owns it and it is located adjacent to the city's administrative center/campus. Use of the Zellerbach building also allows the City to address space needs without additional encroachment of other commonly used areas in the Civic Center and eliminates the need to build an addition.

The Children's Museum has already started a promotion program to begin raising funds for a new permanent location (<https://www.childrensmuseumofmontana.org/donate>).

**Alternatives:**

City Commission could chose not to set the public hearing and ask staff to consider other lease terms with the Museum.

ATTACHMENTS:

- Lease Agreement

## **Lease Agreement**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the City of Great Falls, Montana, a municipal corporation hereinafter referred to as “Lessor” and Children’s Museum of Montana, Inc., herein referred to as “Lessee”, collectively referred to as the “Parties”.

WITNESSETH:

### **Leasehold**

That Lessor, for and in consideration of the rents to be paid and the covenants to be performed by Lessee, does hereby lease and let unto the Lessee a portion of city-owned property commonly known as 22 Railroad Square, Great Falls, Montana, along with the immediately adjacent parking spaces, to be used exclusively for the purpose of housing a children’s museum and associated activities.

### **Term**

The term of this lease shall be for five years beginning from and after the 1st day of December, 2018. The Lessee may terminate this agreement before November 20, 2023 by giving Lessor at least sixty days’ prior written notice of termination.

### **Rental**

In consideration of the terms and conditions herein, Lessee shall pay to Lessor, One Dollar (\$1.00) for each year of the lease of said premises, which shall be due on December 1 of each year that the lease is in effect.

### **Covenants of Lessee**

A. Lessee does hereby covenant and agree with Lessor that the Lessee will:

1. Use and occupy said premises in a careful and proper manner and not commit any waste thereon;
2. Not use or occupy said premises for any unlawful purpose and will conform and obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises;
3. Not assign the lease, sublet the premises, or any part thereof, without the prior written consent of the Lessor, which shall not be unreasonably withheld;
4. Not use or occupy said premises or permit the same to be used or occupied, for any purpose deemed hazardous on account of fire or otherwise;

5. Keep and maintain the leased premises, including but not limited to, the building and improvements, electrical, plumbing, HVAC, roof, windows and doors, and all appurtenances thereto, including, sidewalks adjacent thereto and parking lots, in good condition and repair, except as set forth in paragraph B.1. below;
6. Notify Lessor of any damage to the Leased premises within forty-eight hours after Lessee's knowledge of such damage;
7. Not require Lessor to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the leased premises or any improvements thereon, whether or not resulting from the negligence of Lessee, its employees, agents, or invitees. Said repairs, replacements, renewals or improvements shall be the sole responsibility of Lessee;
8. Agree that if Lessee at any time should fail, neglect or refuse to fulfill its obligation to repair and maintain the leased premises, Lessor may, but need not, enter the leased premises and make such repairs or alternations as in its opinion it may deem necessary, and may charge the costs of the same to Lessee to be paid upon the first day of the following month as part of the rental, and should said costs not be so paid, this Lease Agreement shall be considered in default;
9. Make no alterations or additions in or to said premises without consent of the Lessor and the costs and maintenance of any and all such alterations or additions shall be the sole responsibility of the Lessee, provided, however, that under no circumstances shall Lessee be permitted to destroy or break the main frame of the leased premises, without the prior written permission of Lessor;
10. Acknowledge familiarity with the condition of said leased premises and agree that no representation, statement or warranty, expressed or implied, has been made by or on behalf of Lessor as to such condition. In no event shall Lessor be liable for any defect in such property or for any limitation on its use. The taking of possession of the leased premises shall be conclusive evidence that Lessee accepts the same "as is" and that the leased premises were in good condition at the time possession took place;
11. Accept the leased premises in the condition in which they exist at the date of taking possession, without representation or warranty, express or implied, in fact or by law, by Lessor, and without recourse to the Lessor as to the nature, condition or unsuitability thereof, or as to the uses to which the Premises may be put;
12. Pay all charges for utilities used, rendered or supplied upon or in connection with the leased premises in a timely manner;
13. Throughout the term of this Lease Agreement, maintain in effect, and provide annual evidence of, personal liability insurance covering the leased premises in the amount of One Million Dollars (\$1,000,000.00) for injury to or death of any one person, in the amount of Two Million Dollars (\$2,000,000.00) for injury to or death of any number of

persons in one occurrence, and property damage liability in the amount of at least Five Hundred Thousand Dollars (\$500,000.00). Such insurance shall specifically insure Lessee against all liability assumed by it hereunder, as well as liability imposed by law, and shall insure both Lessor and Lessee, but shall be endorsed so as to create the same liability on the part of the insurer as though separate policies had been written for Lessor and Lessee;

14. Provide policies of insurance referred to in this Lease Agreement which shall be written in form satisfactory to Lessor and by insurance companies satisfactory to Lessor. Lessee shall pay all of the premiums and deliver evidence of such policies to Lessor;
15. In the event of failure of Lessee either to effect such insurance in the name hereinabove called for or to pay the premiums therefor, or to deliver evidence of said insurance to Lessor, agree that Lessor shall be entitled to, but shall have no obligation to, effect such insurance and pay the premiums therefor, which premiums shall be repayable to Lessor by Lessee with the next installment of rental due under this Lease Agreement, and Lessee's failure to repay the same shall carry with it the same consequences as failure to pay any installment of rental under this Lease Agreement;
16. Allow Lessor the right to enter the leased premises at all reasonable hours to examine the same or to make such repairs or temporary alterations as shall be deemed necessary for the safety or preservation of the leased premises. There shall be no rebate of rent nor liability for any loss of occupation or quiet enjoyment occasioned thereby. Lessor shall have the further right to exhibit the leased premises to prospective tenants or purchasers at all reasonable hours;
17. If alcohol is to be served on the premises, obtain prior written consent of Lessor, ensure that insurance coverage is obtained for such service, and comply with any and all laws, ordinances and regulations regarding such service;
18. Comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA;
19. Not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law;
20. At the end of the Lease term, quit and surrender the premises hereby demised in as good condition as when received, reasonable wear and tear and damage by the elements excepted; and
21. Indemnify and save Lessor harmless from and against any loss, damage and liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of Lessee or Lessee's agents or employees, and such indemnification shall survive the termination of the lease.

### Covenants of Lessor

B. Lessor does hereby covenant and agree with Lessee that the Lessor will:

1. Provide snow removal and landscaping maintenance during the term of the lease;
2. Not permit or allow any use of the leased property, without consent of the Lessee that would interfere with Lessee's permitted use of the premises. Notwithstanding of the foregoing, general use of the leased parking spaces for said property for parking purposes shall not constitute interference with Lessee's use of the property
3. Allow for the removal of fixtures built by Lessee which are unique to its exhibits and functions as a children's museum, to be removed upon termination of this Lease, unless the removal will cause damage to the building structure. However, standard fixtures, such as counters, walls, plumbing, heating/cooling, electrical and the like shall remain property of the Lessor and not be disturbed upon termination.

### Mutual Covenants

C. It is mutually agreed by and between the Parties that:

1. If Lessee shall pay the rental as hereinabove provided and shall keep, observe and perform all of the other covenants of this lease, Lessee shall, and may, peaceable and quietly, have, hold, and enjoy the said premises for the term of the leasehold;
2. Lessor is not and will never be liable to any creditor of Lessee or any claimant against the estate or property of Lessee for any debt, loss, contract or other obligation of Lessee. The relationship between Lessor and Lessee is solely that of landlord and tenant, and does not and never shall be deemed a partnership or joint venture;
3. This lease and all covenants and provisions herein contained, shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, provided that no assignment by, from, through or under Lessee in violation of any of the provisions hereof shall vest in the assigns any right, title or interest whatsoever;
4. For any notice contemplated by this Lease, service by mail shall be deemed complete when the notice is enclosed in an envelope, duly sealed, with postage prepaid and deposited in the United States Post Office or any regular depository thereof, or Hand-Delivered, and directed to Lessor or Lessee at the addresses hereinabove provided.:

- a. Children's Museum of Montana, Inc.  
22 Railroad Square  
Great Falls, Montana 59401, or



b. City of Great Falls  
City Manager  
P.O. Box 5021  
Room 201, Civic Center  
Great Falls, Montana 59403

5. Any holding over after the expiration of the term of this Lease Agreement with the consent of Lessor shall be construed to be a tenancy from month to month and shall otherwise be on the terms and conditions herein specified, so far as applicable.
6. If Lessee shall at any time be in default in the performance of any of the covenants or provisions of this lease, and Lessee shall fail to remedy such default within ten (10) calendar days after written notice thereof from Lessor, it shall be lawful for Lessor to enter upon the premises, and again, repossess and enjoy the same as if this lease had not been made, and thereupon this lease and everything herein contained on the part of Lessor to be done and performed shall terminate, without prejudice, except the right of the Lessor to recover from the Lessee all rent due up to the time of such entry.
7. The waiver by Lessor of, or the failure of Lessor to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of same, or any other term, covenant or condition herein contained.
8. Time is of the essence of this Lease Agreement, and of each and every provision hereof.

**IN WITNESS WHEREOF**, the parties hereto have caused their hands and seals to be fixed the day and year first hereinabove written.

CHILDREN'S MUSEUM OF MONTANA, INC.

\_\_\_\_\_

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

Its: \_\_\_\_\_

CITY OF GREAT FALLS, MONTANA

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Bob Kelly, Mayor

Attest:

SEAL OF CITY

---

Lisa Kunz, City Clerk

Approved as to Form\*:

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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:** Resolution 10277- A Resolution Approving a Conditional Use Permit for an "Indoor Sports and Recreation" land use upon the property located at 901 9th Street North

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

**Initiated By:** Dan Bateman

**Presented By:** Erin Borland, Planner II, Planning and Community Development

**Action Requested:** City Commission adopt Resolution 10277

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**Public Hearing:**

1. Mayor conducts public hearing, calling three times for proponents and opponents.
2. Mayor closes public hearing and asks the will of the Commission.

**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (adopt/deny) Resolution 10277 for a Conditional Use Permit for an "Indoor Sports and Recreation" land use located at 901 9th Street North, subject to the applicant fulfilling the listed Conditions of Approval."

2. Mayor calls for a second to the motion, Commission discussion, and calls for the vote.
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**Staff Recommendation:**

City staff recommends approval of the proposed Conditional Use Permit request. At the conclusion of a public hearing held on November 27, 2018, the Zoning Commission recommended the City Commission approve the Conditional Use Permit, subject to the following conditions of approval:

**Conditions:**

1. Subsequent Modifications and Additions: If, after establishment of the conditional use, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria found in OCCGF 17.16.36.040. If such proposed change would alter a finding, the proposal shall be submitted for review as a new

conditional use application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.

2. Expiration: The Conditional Use Permit shall expire one year after the date of issuance, if a Certificate of Occupancy has not been issued. The Administrator may extend the expiration date by up to one year if substantial work is ongoing. The Administrator may issue a Temporary Certificate of Occupancy that is valid for no more than one year if the only condition(s) remaining to be fulfilled involve landscaping that cannot be successfully established until the weather permits.

3. Abandonment: If the permitted conditional use ceases to operate for more than six months, the Conditional Use Permit shall expire.

4. General Code Compliance: The proposed project shall be developed consistent with the conditions of approval adopted by the City Commission, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.

5. Acceptance of Conditions: No zoning or building permit shall be issued until the property owner acknowledges in writing that it has received, understands, and agrees to comply with the conditions of approval.

6. Off-Street Parking: Owner shall increase the off-street parking by constructing 15 new parking spaces. An additional 11 spaces shall be used as overflow in the northwest section of the property. The owner of the property shall provide additional parking in compliance with Title 17 or submit a written shared parking agreement when additional tenants occupy the premises or when a change in use intensifies the parking demand. Any shared parking agreement shall be reviewed and approved by the Director of Planning and Community Development prior to tenant expansion or any increase in parking demand.

7. Compliance with Fire Department: Owner shall obtain written approval from the City Fire Marshall to allow a low-light recreation use such as "laser-tag" within the building.

### **Summary:**

The applicant, Dan Bateman, has submitted an application to request a Conditional Use Permit to allow for the establishment of an "Indoor Sports and Recreation" land use upon the property legally described as Lots 2-10A, Block 76, Great Falls Original Addition, Sec. 1, T20N, R3E, PMM, Cascade County, Montana.

The subject property is zoned M-2 Mixed-use transitional, wherein an "Indoor Sports and Recreation" land use is permitted upon receiving approval of a Conditional Use Permit and fulfillment of any required conditions.

### **Background:**

#### **Project Description:**

The Subject Property, located at 901 9th Street North, contains several parcels that altogether encompass 3.24 acres and more than half a block in an area of town that mixes industrial, commercial, and residential uses within the vicinity. The property formerly housed the Pacific Galleries Warehouse. The building is approximately 65,000 square feet and can be broken up

into three large suites. The main portion of the building, Suite A, is on the far west side and abuts 9th St. North. It has recently been renovated to allow a gymnastics center to operate within it. Suite C, which is the farthest section to the east, is a 25,000 square foot storage space for Pasta Montana. A portion of Suite A comprising 7,415 square feet, remains unused. The applicant would like to utilize the remaining square footage from Suite A to allow an "Indoor Sports and Recreation" land use in this area. The applicant has an interested tenant who would develop the space as a birthday/bounce house/laser tag facility. The size of the building is a good fit for this land use and will allow further use of a previously abandoned building.

The only compliance issue that staff discussed with the applicant is parking. Based on the square footage of space being proposed for the recreation use, 64 parking spaces would typically have to be provided for the tenant. However, because the anticipated number of customers is fairly low and the time of operation for the proposed tenant only partially overlaps with the gymnastics training facility, this large parking count is not needed. The applicant already has 25 parking spaces he can dedicate to the recreation facility and is proposing to add another 15 new spaces. Finally, 11 additional spaces would be available for occasions where overflow would be necessary. The overflow spaces are located on the northwest portion of the property where gravel parking is already used by a neighboring business' employees. The proposed off-street parking and site plan are included as attachments within this report. The owner of the property understands and is willing to provide additional parking in the future should other tenants occupy his building.

As is further outlined in the attached findings for the Conditional Use Permit, adding another commercial use to this area zoned Mixed-use transitional provides the following benefits: 1) it allows an existing business that has been displaced to find a new location, 2) it is consistent with the purpose of the M-2 District which is to transition former industrial areas to a more mixed use environment, and 3) it allows an extremely large formerly vacant building to continue its redevelopment process.

#### Neighborhood Council Input:

Neighborhood Council #7 did not meet during the month of November. As a result, the owner of the property met with Neighborhood Council #7 on December 10, 2018. Input from this meeting will be incorporated into the staff presentation to the City Commission.

#### **Fiscal Impact:**

Approval of the CUP would have no adverse financial impact upon the City of Great Falls. Approval would allow a new business to operate on property that has been under-utilized for several years. This will provide an increase in the community's tax base.

#### **Alternatives:**

If there are justifiable reasons to do so, the City Commission could deny the Conditional Use Permit. For such action, an alternative Basis of Decision for denial must be developed.

#### **Concurrences:**

Representatives from the City's Public Works and Fire/Rescue Departments have reviewed the proposal and have no objections to issuance of the Conditional Use Permit. The Fire Marshall has recently inspected the building with the owner and identified some minor improvements that will be needed to accommodate the proposed laser tag area.

ATTACHMENTS:

- ▣ Resolution 10277
- ▣ Basis of Decision
- ▣ Aerial Map
- ▣ Zoning Map
- ▣ Site Plan
- ▣ Site Photos

RESOLUTION 10277

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW AN "INDOOR SPORTS AND RECREATION" LAND USE UPON A PARCEL OF LAND ADDRESSED AS 901 9<sup>TH</sup> STREET NORTH, AND LEGALLY DESCRIBED AS LOTS 2-10A, BLOCK 76, GREAT FALLS ORIGINAL ADDITION, T20N, R3E, PMM, CASCADE COUNTY, MT.

\* \* \* \* \*

WHEREAS, Dan Bateman petitioned the City of Great Falls to approve a Conditional Use Permit to allow for the establishment of an "Indoor Sports and Recreation" land use upon the property legally described as Lot 2-10A, Block 76 of the Great Falls Original Addition, T20N, R3E, PMM, Cascade County, Montana (subject property); and,

WHEREAS, the subject property is presently zoned M-2 Mixed-use Transitional, wherein an "Indoor Sports and Recreation" land use is permitted upon receiving approval of a Conditional Use Permit; and,

WHEREAS, the proposed Conditional Use Permit for the establishment of an "Indoor Sports and Recreation" land use upon the subject property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF) Section 17.16.36.040; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on November 27, 2018 to consider said Conditional Use Permit application and, at the conclusion of said hearing, passed a motion recommending that a Conditional Use Permit for an "Indoor Sports and Recreation" land use be granted by the City Commission for the subject property, subject to the following conditions:

CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT

1. Subsequent Modifications and Additions: If, after establishment of the conditional use, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria found in OCCGF 17.16.36.040. If such proposed change would alter a finding, the proposal shall be submitted for review as a new conditional use application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.
2. Expiration: The Conditional Use Permit shall expire one year after the date of issuance, if a Certificate of Occupancy has not been issued. The Administrator may extend the expiration date by up to one year if substantial work is ongoing. The Administrator may issue a Temporary Certificate of Occupancy that is valid for no more than one year if the only condition(s) remaining to be fulfilled involve landscaping that cannot be successfully established until the weather permits.
3. Abandonment: If the permitted conditional use ceases to operate for more than six months, the Conditional Use Permit shall expire.
4. General Code Compliance: The proposed project shall be developed consistent with the conditions of approval adopted by the City Commission, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
5. Acceptance of Conditions: No zoning or building permit shall be issued until the property owner acknowledges in writing that it has received, understands, and agrees to comply with the conditions of approval.
6. Off-Street Parking: Owner shall increase the off-street parking by constructing 15 new parking spaces. An additional 11 spaces shall be used as overflow in the northwest section of the property. The owner of the property shall provide additional parking in compliance with Title 17 or submit a written shared parking agreement when additional tenants occupy the premises or when change in use intensifies the parking demand. Any shared parking agreement shall be reviewed and approved by the Director of Planning and Community Development prior to tenant expansion or parking demand.
7. Compliance with Fire Department: Owner shall obtain written approval from the City Fire Marshall to allow low-light recreation use such as "laser-tag" within the building.

WHEREAS, the City Commission having allowed for proper public notice, conducted a public hearing on December 18, 2018, to consider said application, and



considered the comments and recommendations made by the Zoning Commission.

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

That a Conditional Use Permit be granted for an “Indoor Sports and Recreation” land use at the property addressed as 901 9<sup>th</sup> Street North, Great Falls, Montana, and legally described as Lot 2-10A, Block 76 of the Great Falls Original Addition, T20N, R3E, PMM, Cascade County, Montana, conditioned upon the owner complying with the conditions listed herein; and,

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

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on December 18, 2018.

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Bob Kelly, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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Sara Sexe, City Attorney

## CONDITIONAL USE PERMIT - BASIS OF DECISION

The City of Great Falls has been petitioned to approve a Conditional Use Permit to allow for the establishment of an “Indoor Sports and Recreation” land use upon the property legally described as Lots 2-10A, Block 76, Great Falls Original Addition, Sec. 1, T20N, R3E, PMM, Cascade County, Montana (subject property). In order to approve said Permit, the Official Code of the City of Great Falls Section 17.16.36.040 requires demonstration that certain stated requirements have been satisfied. Therefore, this Basis of Decision has been prepared to analyze, determine and memorialize satisfaction of the required criteria.

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

The proposed land use provides a balanced mix of land uses and increases density in the core of the City and also takes advantage of existing street and utility infrastructure. More specifically, it is consistent with the following policies in the City’s Growth Policy:

Phy 4.1 – Encourage a balanced mix of land uses through-out the City.

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

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

The CUP would have no detrimental impact upon the health, safety, morals, comfort or general welfare. The subject property has been inspected by both Planning and Engineering staff. The proposed land use is making use of an existing building as well as existing access onto 9<sup>th</sup> Street North. The only question about the proposed use is whether the parking needs of a commercial use can be accommodated without any safety impacts. After analyzing the parking needs of the existing uses (cold storage and a gymnastics training facility) as well as the proposed use, staff has concluded that there is enough existing parking as well as proposed parking to address any safety issues.

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

The neighborhood that surrounds the subject property provides a diverse mix of businesses, both commercial and industrial, along with several residential uses. Providing a family friendly land use in this area will contribute positively to the surrounding area.

The structure is an existing building that has had several improvements within the interior as well as the exterior. The applicant is proposing more improvements in the near future which will add even more value to the property and its surroundings. Parking is proposed to be expanded by 15 spaces, including a landscaped island to break up the parking spaces. Because the building presently exists, and the parking lot is being expanded to match the project impact, this conditional use will not adversely impact the use, enjoyment or property value of any property in the immediate vicinity.

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

The proposed project will not impede the normal and ordinary development and improvement of surrounding properties. Adjacent property owners have been notified about the project and City staff has received no questions regarding project specifics. Adding

commercial uses to the Mixed-use Transitional zoning district is consistent with the purpose of why this district was created during the last major update of the City's zoning code

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

Adequate services and infrastructure will be provided to serve the proposed project. Full sidewalks, water, sewer and paved roads already exist adjacent to the subject parcel.

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

The project will generate additional daily traffic, particularly on weekends. However, no discernible impact upon the area road network will occur because 9<sup>th</sup> Street North is a major arterial roadway that was originally constructed to handle commercial traffic. No new accesses to the property have been proposed.

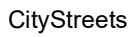
7. *The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Commission.*


Because of the existing nature of the building located on the property, the structure has legal standing although some standards such as setbacks and lot coverage do not conform to current City zoning codes. Off-street parking is deficient according to the OCCGF even with the proposed 15 new spaces. Staff has determined that because the gymnastics center and the proposed facility will rarely conflict in hours of operation, the proposed amount of parking spaces will be sufficient. All other code requirements will be compliance with all applicable regulations of the City's Land Development Code and, more specifically, the M-2 Zoning District, without need for variance.

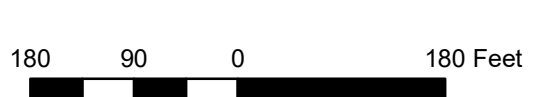
# AERIAL MAP



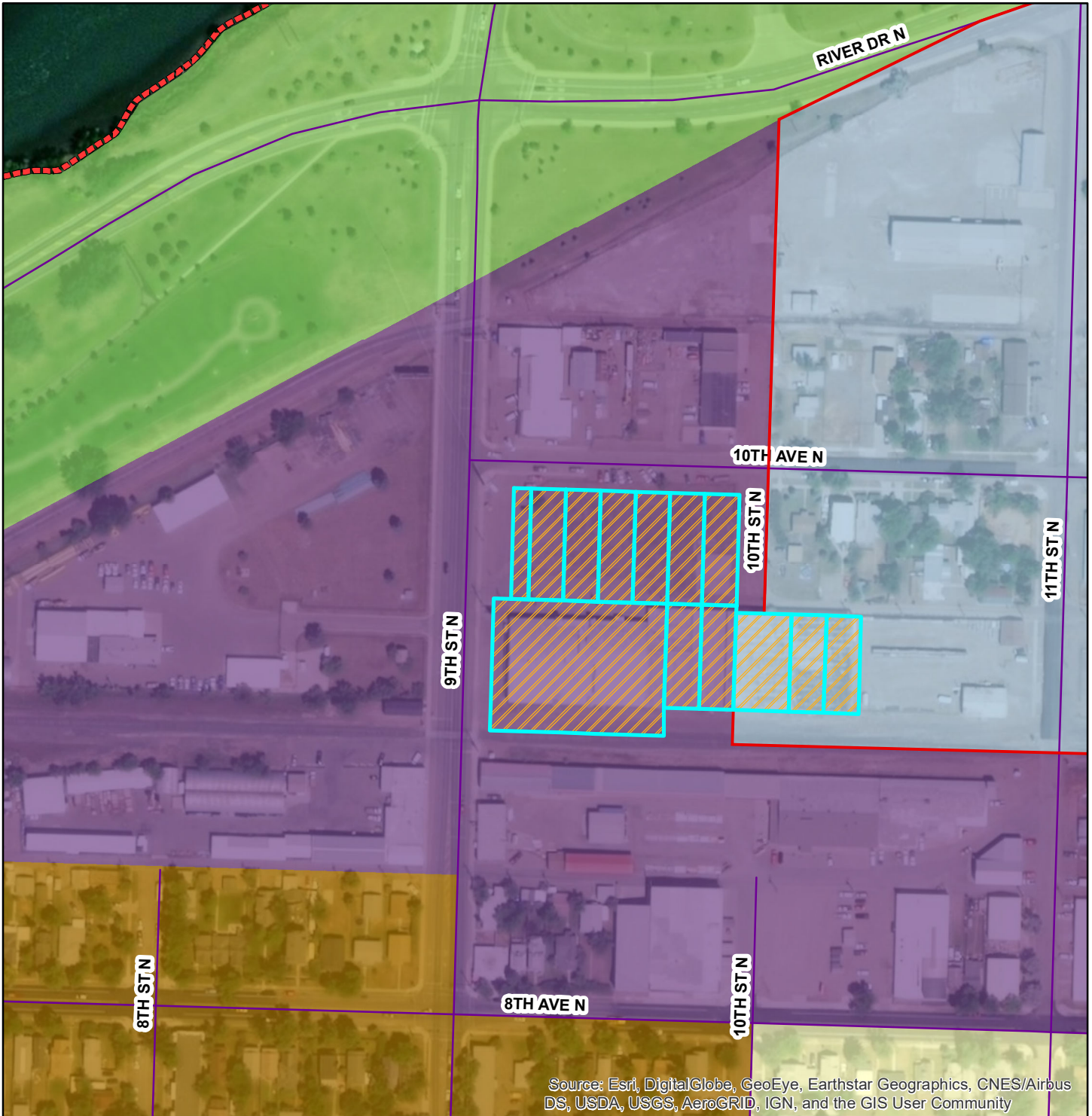
 Subject Property

 City Streets


 City Limits



# ZONING MAP



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

 Subject Property

 CityStreets

 City Limits


Parcels

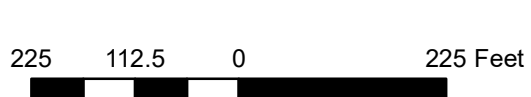
 R-3 Single-family High Density

 R-9 Mixed Residential

 M-2 Mixed-use Transitional

 I-1 Light Industrial

 POS Parks and Open Space



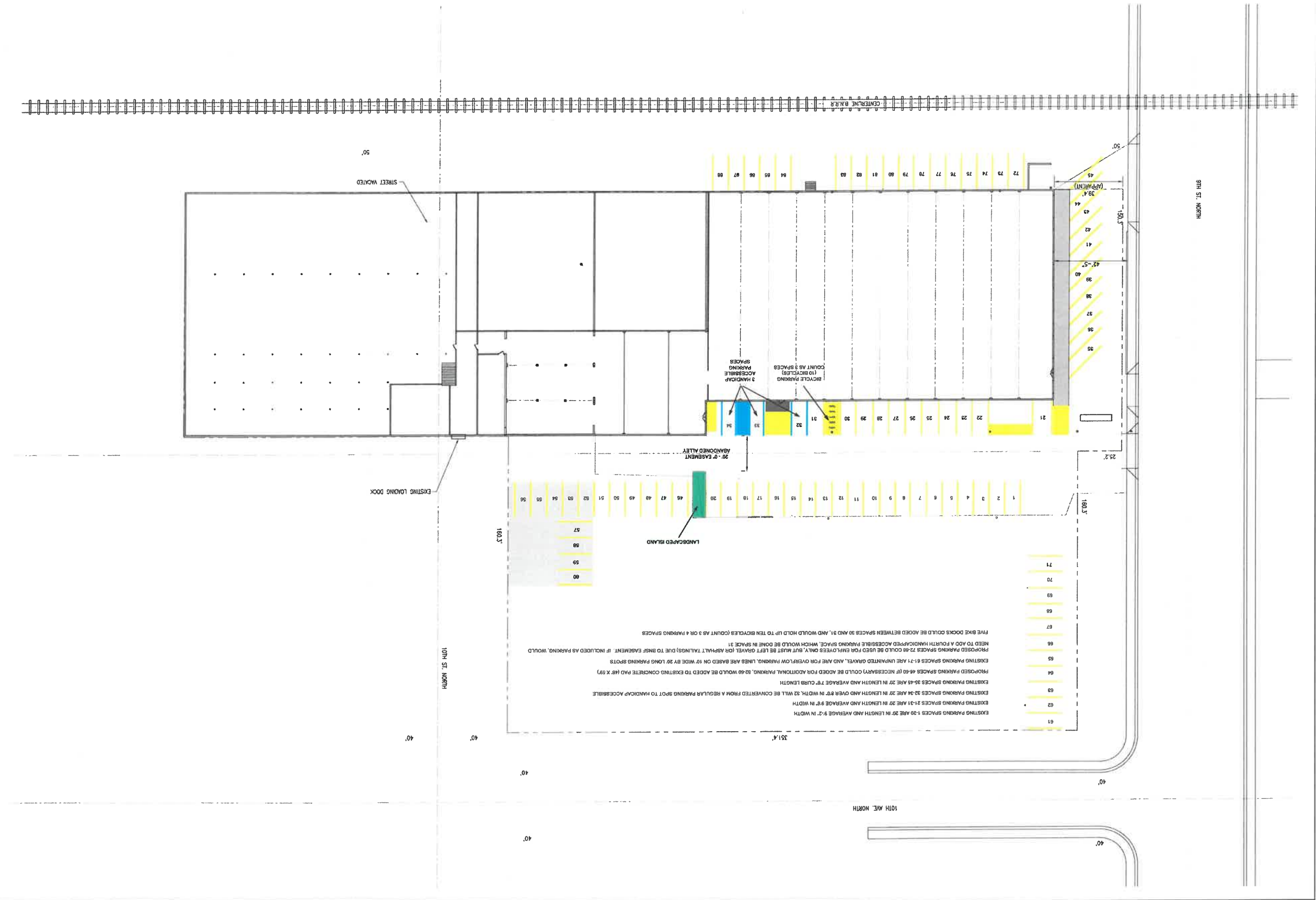
**PRELIMINARY  
 NOT FOR CONSTRUCTION**



DATE: 10/18/18  
 DRAWN BY: JAC  
 CHECKED BY: JAC  
 DATE: 10/18/18  
 PROJECT: 901 9TH ST. NORTH - LEASE  
 DRAWING NO.: 18-000  
 OWNER: LACY & EBELING ENGINEERING, INC.  
 DESIGNER: LACY & EBELING ENGINEERING, INC.

**901 9TH ST. NORTH - LOADING DOCK  
 PASTA MONTANA - LEASE  
 GREAT FALLS, MONTANA  
 GENERAL ARRANGEMENT  
 PRELIMINARY SITE PLAN**

**LACY & EBELING  
 ENGINEERING INC.**  
 FAX: (406) 761-4028  
 TEL: (406) 761-1088  
 EMAIL: LE@LACY-EBELING.COM  
 GREAT FALLS, MONTANA



# Site Photos



Looking East from 9<sup>th</sup> St. N.



Looking East at parking lot/vacant lot



Looking east at southern portion of building and BNSF Right-of-Way



Looking West at northern portion of building and proposed future parking spaces





**Item:** Comprehensive Annual Financial Report (CAFR) and Audit Report, FY 2017-2018

**From:** Melissa Kinzler, Finance Director

**Initiated By:** State Statutes; Generally Accepted Accounting Practices

**Presented By:** Melissa Kinzler, Finance Director

**Action Requested:** Accept Comprehensive Annual Financial Report and Independent Auditor's Report

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**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (accept/deny) the FY 2017-2018 CAFR, the Required Client Communication Letter as presented, and authorize staff to submit the related reports to other government agencies and financial institutions as necessary."

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

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**Staff Recommendation:**

Staff recommends the City Commission accept the FY 2017-2018 CAFR, the Required Client Communication Letter recommendations as presented, and authorize staff to submit the related reports to other government agencies and financial institutions as necessary.

**Background:**

The City's Audit Committee met on December 7, 2018. The City's Audit Committee received a copy of the FY 2017-2018 CAFR, the Independent Auditor's report, and a brief summary of the FY 2017-2018 audit. The Required Client Communication Letter was reviewed by the audit committee. There were no current recommendations and one prior recommendation with the Required Client Communication Letter. The Audit Committee recommends the City Commission accept the CAFR, the annual Independent Auditor's report, and Required Client Communication Letter and the City's response to the Required Client Communication Letter. The Required Client Communication Letter comments on any internal control recommendations related to the operations of the City that could adversely affect the City's ability to record, process, summarize, and report financial data. The attached document notes that the auditors have no recommendation for FY 2017-2018, and there was one prior year comment from FY 2016-2017.

The City's Audit Committee is comprised of one City Commissioner, the Mayor, two citizens, the City Manger, and the Finance Director.

The FY 2017-2018 CAFR will be submitted to the Government Finance Officers Association's (GFOA) Certificate of Achievement Program for review. The prior year's CAFR was submitted and subsequently awarded the Certificate of Achievement for Excellence in Financial Reporting. The City has received this certification every year since FY 1993-1994. It is anticipated the FY 2017-2018 CAFR will meet requirements to receive the certification as well, since all comments and recommendations made by GFOA for improvement of presentation were implemented in the FY 2017-2018 CAFR.

This is the third year of a three year audit contract with Anderson ZurMuehlen & Co., P.C.. Anderson ZurMuehlen & Co., P.C. was awarded the audit contract for Fiscal Years 2016, 2017, and 2018 at the May 3, 2016 City Commission meeting. The audit contract is between Anderson ZurMuehlen & Co., P.C., the City of Great Falls, and the Montana Department of Administration, Local Government Services Bureau. The Audit Committee approved a second three year contract with Anderson ZurMuehlen & Co., P.C.

**Alternatives:**

If the CAFR is not accepted, the City will not be able to file the required reports by the six month end of year deadline, as required by state statute and bond covenants.

**Concurrences:**

The City's Audit Committee recommends approval of the FY 2017-2018 CAFR, the Required Client Communication Letter as presented, and authorize staff to submit the report to other governmental and financial agencies as required.

The CAFR Document is a 228 page bound document and is available in the Finance Department, Civic Center Room 104 or in the City Clerk's Office Room 204. It is also available on the City's Website at <https://greatfallsmt.net/finance/2018-comprehensive-annual-financial-report-cafr>.

**ATTACHMENTS:**

- ▢ Response to Independent Auditors' Required Client Communication Letter
- ▢ Required Client Communication Letter

**CITY OF GREAT FALLS, MONTANA**  
Financial and Compliance Audit  
For the Year Ended June 30, 2018

**RESPONSE TO INDEPENDENT AUDITORS' REQUIRED CLIENT COMMUNICATION LETTER:**

**CURRENT COMMENTS AND RECOMMENDATIONS**

None

**PRIOR YEAR COMMENTS AND THEIR CURRENT STATUS**

Uniform Guidance requires that there are written policies in place regarding the following: 1) collection of federal funds and minimizing time held (CFR 200.302(b)(6), 2) determining the allowability of costs under applicable cost principles and grant terms (CFR 200.302(b)(7), 3) documentation of the entity's decision to utilize the 3 year grace period to adopt procurement standards must be included in the entity's internal procurement policies (CRF 200.110(a)) and 4) documentation of how time and effort charged to grants will be documented in the entity's records (CRF 200.430). The City has not yet adopted the required written policies.

**Recommendation:**

The City should adopt all required written policies in accordance with the requirements of Uniform Guidance.

**City response:**

The City adopted all required written policies in accordance with the requirements of Uniform Guidance on May 15, 2018.

To the Honorable Mayor,  
City Commissioners and City Manager  
City of Great Falls, Montana

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Great Falls, Montana (the City) for the year ended June 30, 2018. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated July 30, 2018. Professional standards also require that we communicate to you the following information related to our audit.

*Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. During 2018, the City adopted the following new accounting standards:

- GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*
- GASB Statement No. 85, *Omnibus 2017*

We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were: (i) depreciation expense, which is based on management's estimate of useful lives of capital assets; (ii) the liability for the other post-employment benefits which is based on an actuarial study; and (iii) the liability for net pension costs which is based on actuarial studies of the respective plans. We evaluated the key factors and assumptions used to develop these estimates and determined that they are reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were: (i) the Employee Benefit Plans disclosure in Note 9; (ii) the Multiple-Employer Defined Benefit Pension Plans disclosure in Note 10; and (iii) the Other Post Employment Benefit disclosures in Note 11 to the financial statements.

The financial statement disclosures are neutral, consistent, and clear.

*Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

*Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. We noted no such adjustments.

*Disagreements with Management*

For purposes of this letter, a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

*Management Representations*

We have requested certain representations from management that are included in the management representation letter dated December 7, 2018.

*Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

*Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the management's discussion and analysis, actuarial valuation of postretirement benefits, the schedule of the City's proportionate share of the net pension liability, schedule of the City's retirement systems contributions, schedule of the City's additional pension contributions and the budgetary comparison schedules, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining and individual non-major fund financial statements, and the schedule of expenditures of federal awards, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory or statistical sections, which accompany the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the use of the City Commissioners and management of the City and is not intended to be and should not be used by anyone other than these specified parties.

[REDACTED]

[REDACTED]

Great Falls, Montana  
December 7, 2018



**Item:** Minor Subdivision - West Bank Landing, a subdivision of Lot 2 of Certificate of Survey #5113 located in the S1/2 of Section 2, Township 20 North, Range 3 East, P.M.MT, Cascade County, MT.

**From:** Erin Borland, Planner II, Planning and Community Development

**Initiated By:** Skip Rock, LLC

**Presented By:** Erin Borland, Planner II, Planning and Community Development

**Action Requested:** City Commission approve the Amended Plat of the Minor Subdivision and accompanying Findings of Fact.

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**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (approve/deny) the Amended Plat of the Minor Subdivision of Lot 2 of West Bank Landing, as legally described in the Staff report, and adopt the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant."

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

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**Staff Recommendation:**

Staff recommends approval of the proposed minor subdivision request. The Planning Advisory Board, during a meeting held on November 27, 2018, also passed a motion recommending the City Commission approve the minor subdivision of the subject property.

**Conditions of Approval:**

1. 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. The applicant shall provide an Amended Plat of the subject property which shall incorporate corrections of any errors or omissions noted by Staff.

3. The applicant shall provide a revised Shared Parking, Access and Maintenance Agreement for review and approval by the Director of Planning and Community Development to be filed with the Amended

Plat.

**Summary:**

West Bank Landing is a mixed-use development located on 3rd Street NW, north of the Cowboy's Bar and the West Bank One development. The project consists of six parcels totaling 12.5 acres. The goal of this development is to create an area where residents can live, work, and play. The first phase included a co-branded Spring Hill Suites/Marriott hotel which is finished and open for business. This phase included construction of the main access drive into the overall West Bank Landing development. The second phase included the renovation of the existing barrel building into the Peak Health & Wellness Center which is also complete and open. The second phase also included two new mixed-use buildings, one of which is under construction, and an additional building which will include two quick service restaurants.

The purpose of this application is to subdivide Lot 2 at West Bank Landing into 4 individual parcels. All utilities for these new parcels have been constructed.

**Background:**

**Minor Subdivision Request:**

The applicant is requesting a minor subdivision of the subject property to create four lots. The proposed Lot 1 is the site of the Peak Health & Wellness Center and will consist of +/- 43,328 square feet or +/- 0.99 acres. The proposed Lot 2 is the site of the Mixed Use 2 building and will consist of +/- 50,376 square feet or +/- 1.16 acres. The proposed Lot 3 is the site of the Mixed Use 1 building and will consist of +/- 47,117 square feet or +/- 1.08 acres. Finally, the proposed Lot 4 is the site of the future Quick Service Restaurant building and will consist of +/-22,955 square feet or +/- 0.53 acres.

The proposed newly created lots conform to the M-2 Mixed Use Transitional district development standards outlined in the Land Development Code. All of the buildings within the proposed subdivision have been reviewed for code compliance by staff and the Design Review Board.

Due to the configuration of the lots, parking and access will be shared between the owners of the lots. A shared parking, maintenance and access agreement currently exists for the development. This agreement shall be revised to reflect the new lot configuration and potential change in ownership.

The basis for decision to approve, conditionally approve, or deny a proposed subdivision is whether it is demonstrated that the development of the proposed subdivision meets the requirements of the Montana Code Annotated (MCA). Staff has developed Findings of Fact for the proposed subdivision, and staff concludes that the subdivision meets the requirements outlined in 76-3-608(3) MCA. The Findings of Fact are attached for review.

**Neighborhood Council Input:**

Per Montana Code Annotated and the Official Code of the City of Great Falls (OCCGF) 17.16.4.010 Table 16-2, minor subdivisions do not require public notification. As a courtesy, Patty Cadwell, former Neighborhood Council Coordinator, provided information regarding the proposed minor subdivision to Neighborhood Council #2 via email. To date, no comments have been submitted from the Council members.

**Fiscal Impact:**

The proposed change in the number of lots within the development does not create any fiscal burden for



the City of Great Falls. The development itself is located within the West Bank Urban Renewal District, which means that any tax increment created due to increased assessed valuation will be used within the District itself.

**Alternatives:**

If there are justifiable reasons to do so, the City Commission could deny the requested action to the extent allowed in City Code and State Statute. If they were to deny the requested action, the Commission would need to develop alternative Findings of Fact to support their decision.

**Concurrences:**



Representatives from the City's Public Works, Legal, Parks and Recreation, and Fire/Rescue Departments have been involved throughout the review process of the West Bank Landing development. All comments have been taken into consideration for the recommendation of the project.

ATTACHMENTS:

- ▢ Aerial Map
- ▢ Zoning Map
- ▢ Findings of Fact - Subdivision
- ▢ M-2 Development Standards
- ▢ Draft Minor Subdivision Amended Plat
- ▢ Certificate of Survey #5113 Pg 1
- ▢ Certificate of Survey #5113 Pg 2

# AERIAL MAP

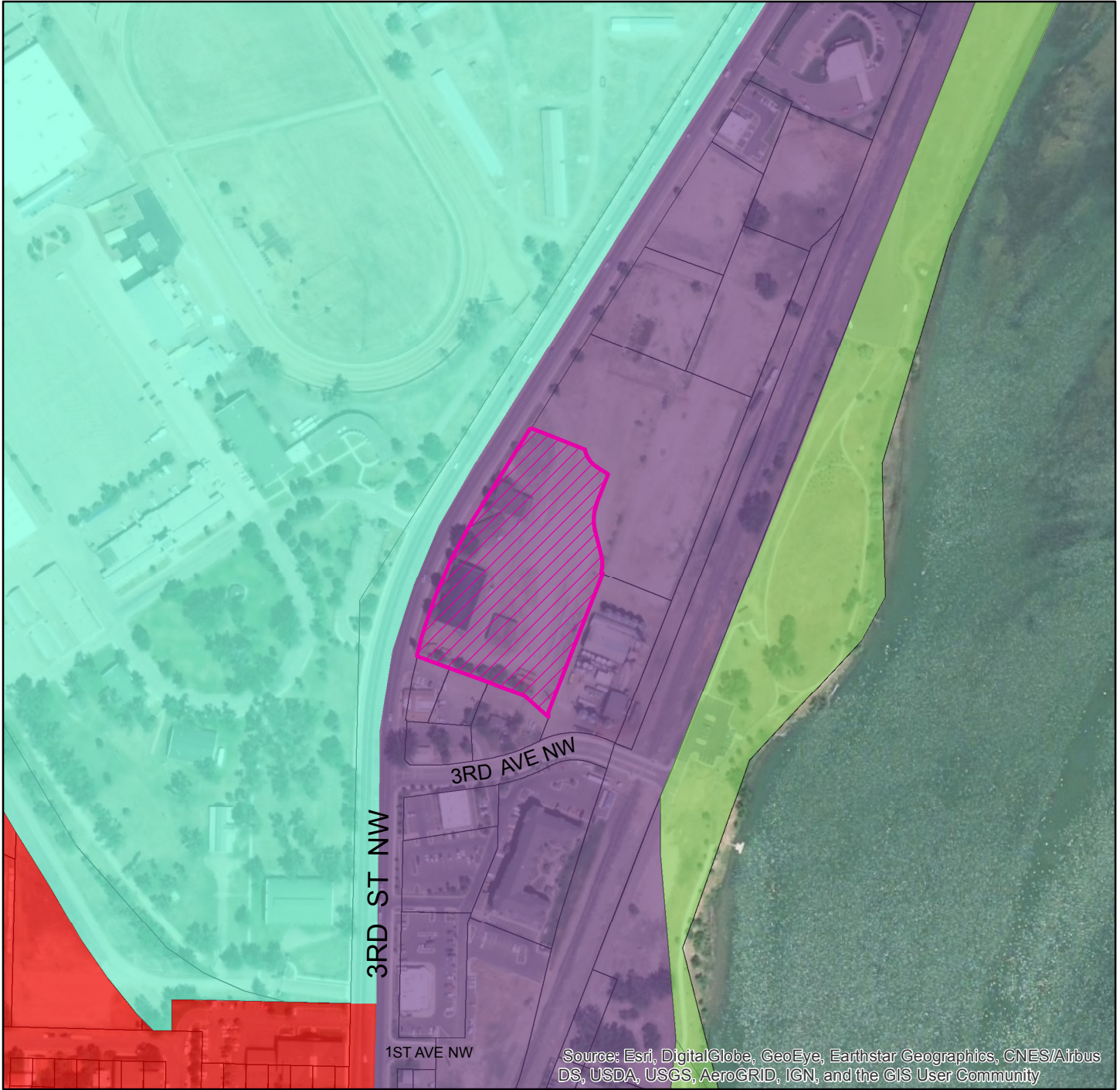








-  Subject Property - Lot 2
-  Tracts of Land

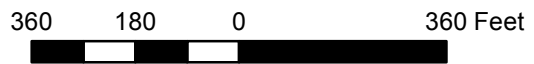
275 137.5 0 275 Feet



# ZONING MAP



-  Subject Property - Lot 2
-  C-2 General Commercial
-  M-2 Mixed-use Transitional
-  PLI Public Lands and Institutional
-  POS Parks and Open Space
-  Tracts of Land



## **FINDINGS OF FACT/BASIS OF DECISION – MONTANA SUBDIVISION AND PLATTING ACT**

Minor subdivision of Lot 2 of Certificate of Survey #5113 located in the S1/2 of Section 2, Township 20 North, Range 3 East, P.M.MT, Cascade County, MT. (PREPARED IN RESPONSE TO 76-3-608(3) MCA)

### **PRIMARY REVIEW CRITERIA:**

**Effect on Agriculture and Agricultural Water User Facilities:** The minor subdivision is located on 3rd Ave NW which is located in city limits and surrounded by development. The property is currently Phase 2 of the West Bank Landing Development and is not currently being used for agricultural purposes. Thus, the proposed minor subdivision will not interfere with any agricultural irrigation system or present any interference with agricultural operations in the vicinity.

**Effect on Local Services:** Lots in the proposed subdivision currently are served or will be served due to prior approval of the development. The Owner will pay the cost of the service lines from these utility mains. The owners of the units within the subdivision will pay regular water and sewer charges, and monthly storm drain charges. The property proposed for this subdivision is currently receiving law enforcement and fire protection service from the City of Great Falls and the subdivision does not propose any changes to the current services.

**Effect on the Natural Environment:** The subdivision is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. Surface drainage from the subdivision will flow to the proposed storm drain system which will ultimately will be treated throughout several Best Management Practices (BMPs) previously reviewed and approved by the Public Works Department for the development and then released into the existing storm drain system.

**Effect on Wildlife and Wildlife Habitat:** The subdivision is surrounded by existing development with commercial to the north and south, a City park to the east, and the fairgrounds to the west. This is not in an area of significant wildlife habitat beyond occasional migrating fowl.

**Effect on Public Health and Safety:** Based on available information, the subdivision is not subject to abnormal natural hazards nor potential man-made hazards. The subdivision itself will not have a negative effect on Public Health and Safety.

### **REQUIREMENTS OF MONTANA SUBDIVISION AND PLATTING ACT, UNIFORM STANDARDS FOR MONUMENTATION, AND LOCAL SUBDIVISION REGULATIONS**

The subdivision meets the requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the Uniform Standards for Monumentation and conforms to the design standards specified in the local subdivision regulations. The local government has complied with the subdivision review and approval procedures set forth in the local subdivision regulations.

**EASEMENT FOR UTILITIES**

The developer shall provide necessary utility easements to accommodate water mains, sanitary sewer mains and private utilities to serve all lots of the subdivision.

**LEGAL AND PHYSICAL ACCESS**

Legal and physical access to the proposed development will be from several shared access roads throughout the development which has been addressed in an existing shared parking, access and maintenance agreement that will be revised with the approval of this subdivision.

**Exhibit 20-4. Development standards for other zoning districts**

	M-1	M-2	C-1	C-2	C-3	C-4	C-5	PLI	GFIA	I-1	I-2
Residential density	500 sq. feet of lot area per dwelling unit	500 sq. feet of lot area per dwelling unit	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Minimum lot size for newly created lots	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet
Minimum lot width for newly created lots	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet
Lot proportion for newly created lots (maximum depth to width)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	3:1	3:1
Maximum building height of principal building	65 feet except as follows: 35 feet within 200 feet of an R-1, R-2, R-3 district; 45 feet when within 200 feet to 350	65 feet except as follows: 35 feet within 200 feet of an R-1, R-2, R-3 district; 45 feet when within 200 feet to 350	35 feet	65 feet	50 feet	100 feet by right; 101 feet to 160 feet as conditional use	55 feet	100 feet by right; 101 feet to 160 feet as conditional use, except as follows; in the	65 feet	45 feet	none

	feet of an R-1, R-2, R-3 district; and 65 feet when more than 350 feet from an R-1, R-2, R-3 district	feet of an R-1, R-2, R-3 district; and 65 feet when more than 350 feet from an R-1, R-2, R-3 district						proposed medical district master plan area, 160 feet by right			
Maximum building height of accessory building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	n/a	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	35 feet	none
Minimum front yard setback of principal and accessory buildings	none	Existing Industrial: 20 feet	15 feet	none	25 feet	none	15 feet	25 feet	25 feet	20 feet	10 feet
Minimum side yard setback of principal and accessory	Commercial: none Residential: 5 feet each side	Commercial: none Residential: 5 feet each side Existing Industrial: 15	10 feet each side	10 feet each side	15 feet each side	none	10 feet each side	10 feet each side	none	10 feet each side	10 feet each side, 15 feet when side yard abuts a non-

buildings		feet each side									industrial zoning district
Minimum rear yard setback of principal and accessory buildings	10 feet	10 feet	15 feet	1/10 of lot depth but not less than 1/10 of building height	1/10 of lot depth but not less than 1/10 of building height	none	1/10 of lot depth but not less than 1/10 of building height	1/10 of lot depth but not less than 1/10 of building height	none	5 feet	5 feet
Maximum lot coverage of principal and accessory buildings	Corner lot: 70% Other lots: 65%	Corner lot: 70% Other lots: 65%	Corner lot: 50% Other lots: 40%	Corner lot: 70% Other lots: 60%	Corner lot: 70% Other lots: 60%	100%	Corner lot: 70% Other lots: 60%	Corner lot: 70% Other lots: 60%	none	Corner lot: 85% Other lots: 70%	Corner lot: 85% Other lots: 70%

(Ord. No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012)

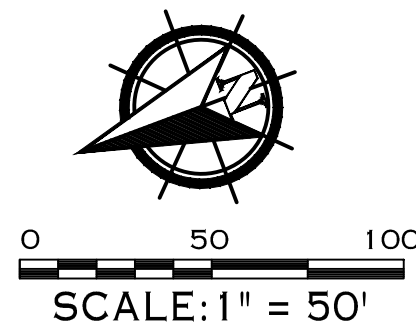
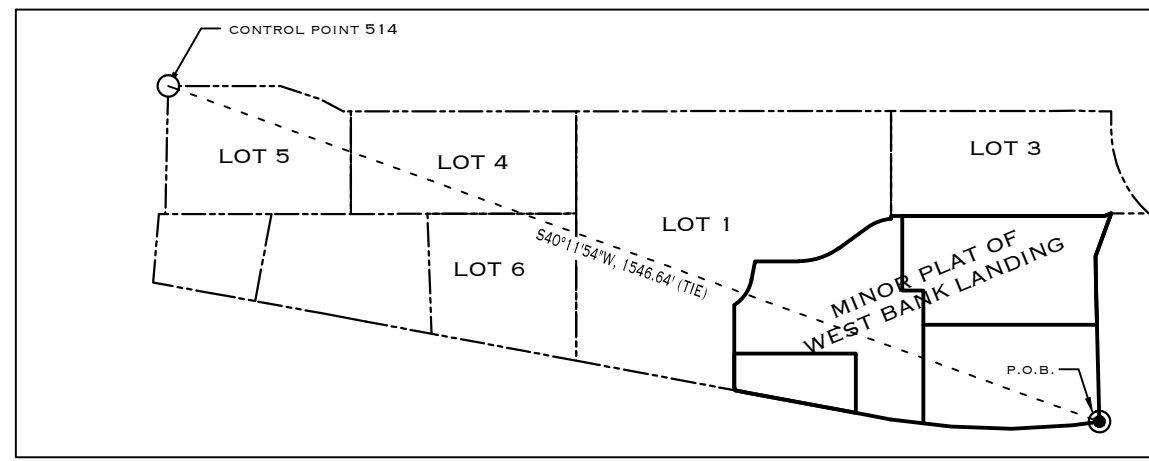


A MINOR PLAT OF  
**WEST BANK LANDING**  
 A SUBDIVISION IN LOT 2 OF CERTIFICATE OF SURVEY  
 NO. S5113 AS FILED IN THE OFFICE OF THE CLERK AND RECORDER  
 OF CASCADE COUNTY, MONTANA AND LOCATED IN THE S1/2  
 SECTION 2, T.20N., R.3E., P.M.MT, CASCADE COUNTY, MONTANA

**BASIS OF BEARINGS & DATUMS**

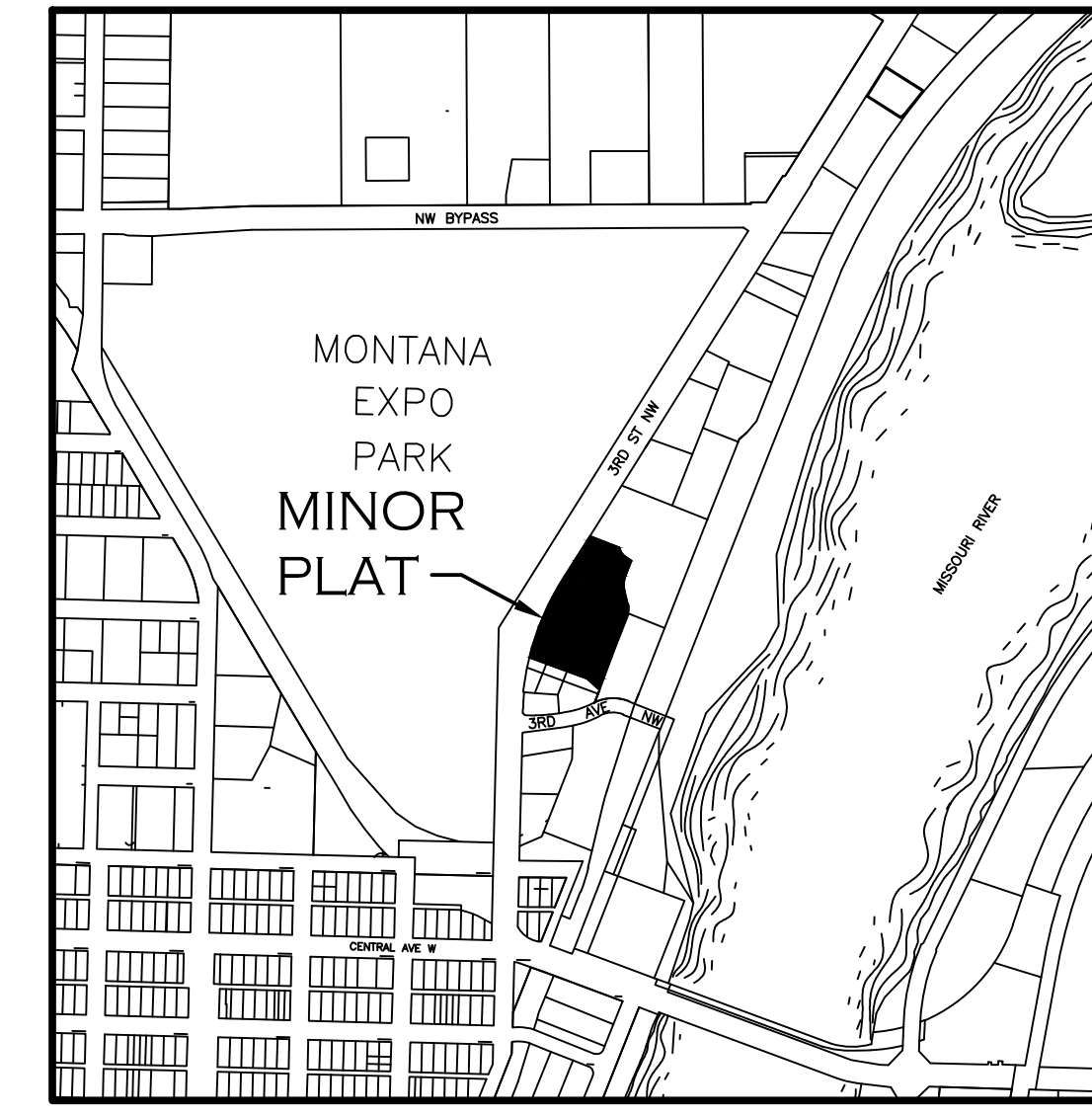
BEARINGS SHOWN THIS SURVEY ARE GRID NORTH BASED ON A TRANSVERSE MERCATOR PROJECTION WITH GRID NORTH BEING EQUAL TO GEODETIC NORTH AT THE NORTHEAST CORNER OF LOT 5 AS SHOWN ON THIS SURVEY. SAID POINT IS CONTROL POINT NUMBER 514 AND IS A 5/8" DIAMETER REBAR WITH 1 1/2" RED PLASTIC CAP MARKED 'BABB'. DUAL FREQUENCY GNSS OBSERVATIONS TAKEN ON THIS POINT AND PROCESSED THROUGH THE ONLINE POSITIONING USER SERVICE (OPUS) UTILITY AVAILABLE ON THE NATIONAL GEODETIC SURVEY (NGS) WEBSITE.

OPUS PROCESSED POSITION OF POINT 514 (NAD 83(2011))(EPOCH 2010.0000), NAVD88, GEOID 12B); 6921 PROCESSED OBSERVATIONS  
 LATITUDE: N47°30'51.99446"  
 LONGITUDE: W111°18'44.53152"  
 ELLIPSOID HEIGHT: 3273.36 FT.  
 ORTHOMETRIC HEIGHT: 3319.87 FT.



**LEGEND**

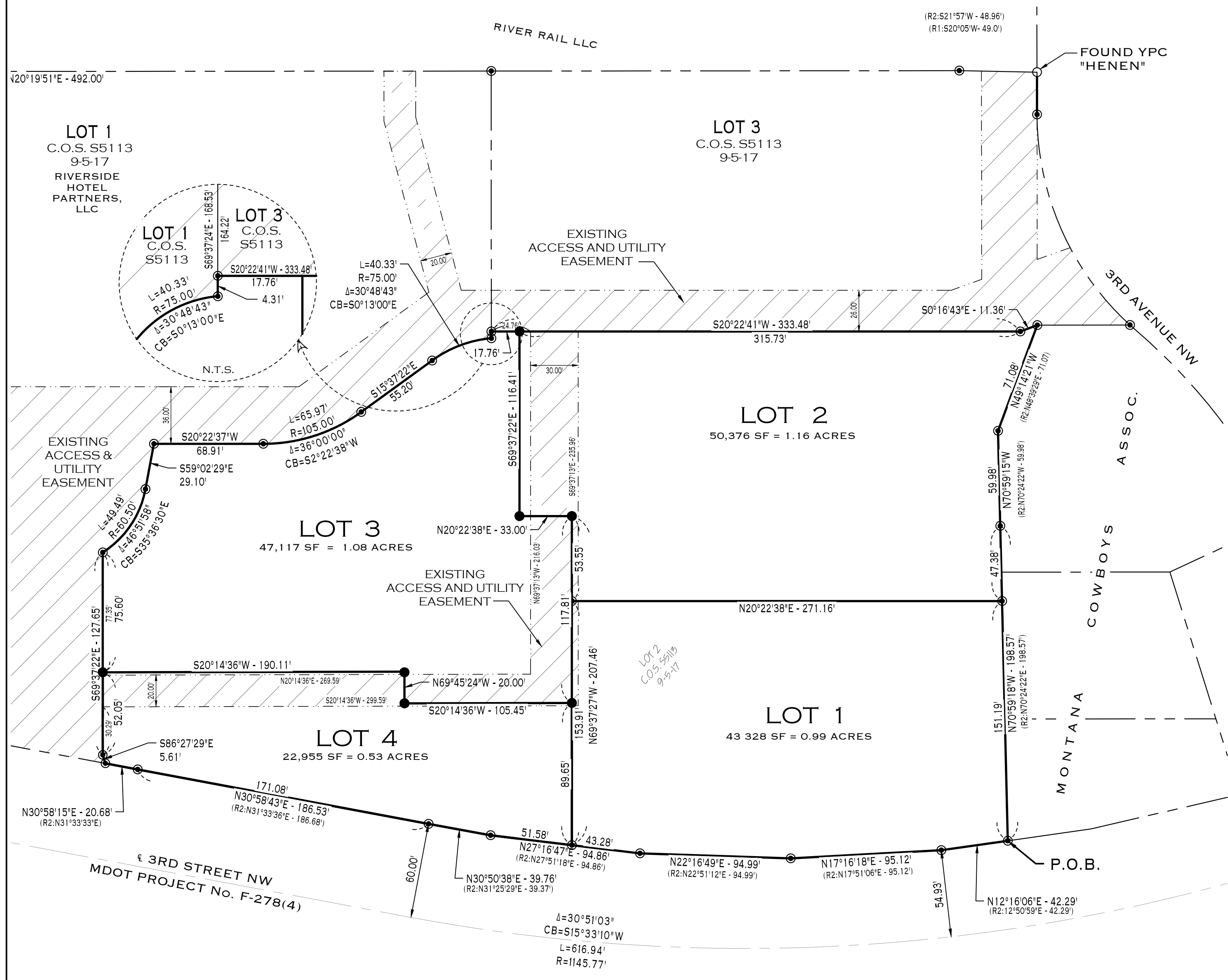
- T.P.O.B. TRUE POINT OF BEGINNING
- P.O.B. POINT OF BEGINNING
- CENTERLINE
- CURRENT SURVEY BOUNDARY
- ADJACENT PROPERTY LINE
- DIMENSION LINE
- ACCESS & UTILITY EASEMENTS PER C.O.S. S5113
- FOUND 5/8" DIA. REBAR WITH BLUE PLASTIC CAP 'SIDOR 33515'
- SET 3/8" X 24" REBAR WITH 1 1/2" YPC MK'D 'SHAYLOR 19110'
- FOUND SURVEY CORNER AS NOTED
- (R1) RECORD DATA COS 2529 CASCADE COUNTY CLERK & RECORDER
- (R2) RECORD DATA COS 4615 CASCADE COUNTY CLERK & RECORDER



**VICINITY MAP**

**AREA**

- LOT 1 43,328 SF = 0.99 ACRES
- LOT 2 50,376 SF = 1.16 ACRES
- LOT 3 47,117 SF = 1.08 ACRES
- LOT 4 22,955 SF = 0.53 ACRES
- TOTAL 163,776 SF = 3.76 ACRES



NOTE: IT IS NOT THE INTENT OF THIS CERTIFICATE OF SURVEY TO IDENTIFY ALL EASEMENTS OF RECORD. THERE MAY BE EXISTING EASEMENTS WHICH ARE NOT SHOWN ON THIS CERTIFICATE OF SURVEY.

**CERTIFICATE OF OWNERS**

WE, THE UNDERSIGNED PROPERTY OWNERS, DO HEREBY CERTIFY THAT I HAVE CAUSED TO BE SURVEYED AND PLATTED INTO LOTS, AS SHOWN BY THE ATTACHED MINOR PLAT, THE TRACT OF LAND TO BE KNOWN AS THE MINOR PLAT OF WEST BANK LANDING, A SUBDIVISION IN LOT 2 OF CERTIFICATE OF SURVEY NO. S5113 AS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CASCADE COUNTY, MONTANA AND LOCATED IN THE S1/2 SECTION 2, T.20N., R.3E., P.M.MT, CASCADE COUNTY, MONTANA MORE FULLY DESCRIBE AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 OF CERTIFICATE OF SURVEY NO. S5113 AS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CASCADE COUNTY, MONTANA, SAID POINT BEING A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY OF 3RD STREET NW; THENCE N12°16'06"E, A DISTANCE OF 42.29 FEET TO A POINT; THENCE N17°16'19"E, A DISTANCE OF 94.86 FEET TO A POINT; THENCE N22°16'49"E, A DISTANCE OF 94.99 FEET TO A POINT; THENCE N27°16'47"E, A DISTANCE OF 94.86 FEET TO A POINT; THENCE N30°50'38"E, A DISTANCE OF 39.76 FEET TO A POINT; THENCE N30°58'43"E, A DISTANCE OF 186.53 FEET TO A POINT; THENCE N30°58'15"E, A DISTANCE OF 20.68 FEET TO A POINT, THE PRECEDING SEVEN COURSES BEING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY OF 3RD STREET NW; THENCE S86°27'29"E, A DISTANCE OF 5.61 FEET TO A POINT; THENCE S69°37'22"E, A DISTANCE OF 127.65 FEET TO A POINT; SAID POINT IS THE BEGINNING OF A NON-TANGENTIAL, CIRCULAR CURVE TO THE LEFT HAVING A RADIUS 60.50 FEET, A CENTRAL ANGLE (I) OF 46°51'58" AND A CHORD BEARING OF S35°36'30"E; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 49.49 FEET TO A POINT; THENCE S59°02'29"E, A DISTANCE OF 29.10 FEET TO A POINT; THENCE S20°22'37"W, A DISTANCE OF 68.91 FEET TO A POINT; SAID POINT IS THE BEGINNING OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS 105.00 FEET, A CENTRAL ANGLE (I) OF 36°00'00" AND A CHORD BEARING OF S22°22'38"W; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 65.97 FEET TO A POINT; THENCE S15°37'22"E, A DISTANCE OF 55.20 FEET TO A POINT; SAID POINT IS THE BEGINNING OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS 75.00 FEET, A CENTRAL ANGLE (I) OF 30°48'43" AND A CHORD BEARING OF S0°13'00"E; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 40.33 FEET TO A POINT; THENCE S69°37'24"E, A DISTANCE OF 4.31 FEET, THE PRECEDING NINE COURSES BEING ALONG THE SOUTHERLY BOUNDARY OF LOT 1 OF SAID CERTIFICATE OF SURVEYS S5113; THENCE S20°22'41"W, A DISTANCE OF 333.48 FEET TO A POINT; THENCE S0°16'43"E, A DISTANCE OF 11.36 FEET TO A POINT THE PRECEDING TWO COURSES BEING ALONG THE NORTHWESTERLY BOUNDARY OF LOT 3 OF SAID CERTIFICATE OF SURVEYS S5113; THENCE N49°14'21"W, A DISTANCE OF 71.08 FEET TO A POINT; THENCE N70°59'15"W, A DISTANCE OF 59.98 FEET TO A POINT; THENCE N70°59'18"W, A DISTANCE OF 198.57 FEET TO THE POINT OF BEGINNING, CONTAINING 3.76 ACRES.

SKIP ROCK, L.L.C.

SPENCER WOITH, AUTHORIZED OFFICER

STATE OF MONTANA )  
 ) SS  
 COUNTY OF CASCADE )

ON THIS \_\_\_ DAY OF \_\_\_\_\_, 2018, BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF MONTANA, PERSONALLY APPEARED, SPENCER WOITH, KNOWN TO ME TO BE AN AUTHORIZED OFFICER OF SKIP ROCK, L.L.C. AND THE PERSON WHO EXECUTED THE FOREGOING CERTIFICATE OF OWNERS AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

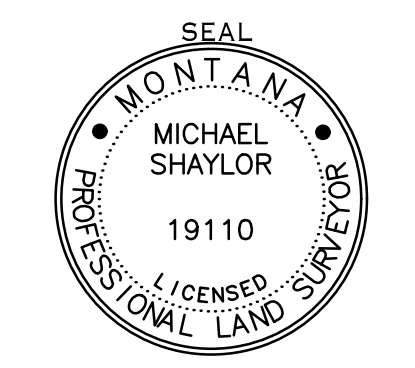
SEAL

NOTARY PUBLIC, STATE OF MONTANA

**CERTIFICATE OF SURVEYOR**

I, MICHAEL SHAYLOR, PROFESSIONAL LAND SURVEYOR, MONTANA REG. NO. 19110 LS, DO HEREBY CERTIFY THAT IN OCTOBER 2018 I SUPERVISED THE SURVEY OF THE TRACT OF LAND SHOWN ON THE ATTACHED MINOR PLAT OF WEST BANK LANDING, A SUBDIVISION IN LOT 2 OF CERTIFICATE OF SURVEY NO. S5113 AS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CASCADE COUNTY, MONTANA AND LOCATED IN THE S1/2 SECTION 2, T.20N., R.3E., P.M.MT, CASCADE COUNTY, MONTANA AND DESCRIBED IN THE CERTIFICATE OF OWNERS, AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF TITLE 76, CHAPTER 3, PART 4, MCA.

*Michael Shaylor*  
 MICHAEL SHAYLOR, PLS  
 MONTANA REG. NO. 19110



**CERTIFICATE OF GREAT FALLS PLANNING BOARD**

WE, THE UNDERSIGNED, PETER FONTANA, CHAIRMAN OF THE GREAT FALLS PLANNING BOARD, GREAT FALLS, CASCADE COUNTY, MONTANA, AND CRAIG RAYMOND, SECRETARY OF THE GREAT FALLS PLANNING BOARD, DO HEREBY CERTIFY THAT THE ACCOMPANYING MINOR PLAT OF WEST BANK LANDING, A SUBDIVISION IN LOT 2 OF CERTIFICATE OF SURVEY NO. S5113 AS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CASCADE COUNTY, MONTANA AND LOCATED IN THE S1/2 SECTION 2, T.20N., R.3E., P.M.MT, CASCADE COUNTY, MONTANA HAS BEEN SUBMITTED TO THE SAID GREAT FALLS PLANNING BOARD FOR EXAMINATION BY THEM AND WAS FOUND BY THEM TO CONFORM TO LAW AND WAS APPROVED AT A MEETING HELD ON THE \_\_\_ DAY OF \_\_\_\_\_, 2018.

ATTEST:

PETER FONTANA, CHAIRMAN OF THE GREAT FALLS PLANNING BOARD

CRAIG RAYMOND, SECRETARY, GREAT FALLS PLANNING BOARD

**CERTIFICATE OF PUBLIC WORKS DIRECTOR**

I, JIM REARDEN, PUBLIC WORKS DIRECTOR FOR THE CITY OF GREAT FALLS, MONTANA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE ACCOMPANYING MINOR PLAT OF WEST BANK LANDING, A SUBDIVISION IN LOT 2 OF CERTIFICATE OF SURVEY NO. S5113 AS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CASCADE COUNTY, MONTANA AND LOCATED IN THE S1/2 SECTION 2, T.20N., R.3E., P.M.MT, CASCADE COUNTY, MONTANA AND THE SURVEY THAT IT REPRESENTS, AND I FIND THE SAME CONFORMS TO THE REGULATIONS GOVERNING THE PLATTING OF LAND AND TO PRESENTLY PLATTED ADJACENT LAND, AS NEAR AS CIRCUMSTANCES WILL PERMIT AND I DO HEREBY APPROVE THE SAME ON THIS \_\_\_ DAY OF \_\_\_\_\_, 2018.

JIM REARDEN, PUBLIC WORKS DIRECTOR, CITY OF GREAT FALLS, MONTANA

**CERTIFICATE OF CITY COMMISSION**

I, GREGORY T. DOYON, CITY MANAGER OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT THIS MINOR PLAT OF WEST BANK LANDING, A SUBDIVISION IN LOT 2 OF CERTIFICATE OF SURVEY NO. S5113 AS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CASCADE COUNTY, MONTANA AND LOCATED IN THE S1/2 SECTION 2, T.20N., R.3E., P.M.MT, CASCADE COUNTY, MONTANA WAS DULY EXAMINED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS AT ITS REGULAR MEETING HELD ON THE \_\_\_ DAY OF \_\_\_\_\_, 2018.

GREGORY T. DOYON, CITY MANAGER, CITY OF GREAT FALLS, MONTANA

**CERTIFICATE OF AVAILABILITY OF MUNICIPAL SERVICES**

I, GREGORY T. DOYON, CITY MANAGER OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, FOUND THAT ADEQUATE MUNICIPAL FACILITIES FOR THE SUPPLY OF WATER AND DISPOSAL OF SEWAGE AND SOLID WASTE ARE AVAILABLE TO THE ABOVE DESCRIBED PROPERTY, NAMELY, THE FACILITIES OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, AND THAT THIS CERTIFICATE IS MADE PURSUANT TO SECTION 76-4-125(2)(D) PURSUANT TO SECTION 76-4-127, MCA, THEREBY PERMITTING THE CLERK AND RECORDER OF CASCADE COUNTY, MONTANA TO RECORD THE ACCOMPANYING PLAT. DATED THIS \_\_\_ DAY OF \_\_\_\_\_, 2018.

GREGORY T. DOYON, CITY MANAGER, CITY OF GREAT FALLS, MONTANA

**CERTIFICATE OF COUNTY TREASURER**

I, JAMIE BAILEY, COUNTY TREASURER OF CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS COVERING THE AREAS INCLUDED IN THE ACCOMPANYING MINOR PLAT OF WEST BANK LANDING, A SUBDIVISION IN LOT 2 OF CERTIFICATE OF SURVEY NO. S5113 AS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CASCADE COUNTY, MONTANA AND LOCATED IN THE S1/2 SECTION 2, T.20N., R.3E., P.M.MT, CASCADE COUNTY, MONTANA AND FIND THAT THE TAXES ON THE SAME HAVE BEEN PAID FOR THE LAST FIVE YEARS. DATED THIS \_\_\_ DAY OF \_\_\_\_\_, 2018.

JAMIE BAILEY, CASCADE COUNTY TREASURER

**WOITH ENGINEERING, INC.**  
 ENGINEERS & SURVEYORS  
 P.O. BOX 7326, GREAT FALLS, MONTANA 59406

JOB NO.:	1410
F.B. NO.:	GPS
DATE:	11/18/18
DRAWN BY:	GC
DATE:	3/18

#513 1 of 2

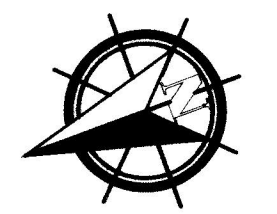
# CERTIFICATE OF SURVEY

SIX LOTS LOCATED IN THE S1/2 OF SECTION 2, T20N, R3E,  
P.M.MT, CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

THE PURPOSE OF THIS CERTIFICATE OF SURVEY IS TO LIFT THE SANITARY  
RESTRICTIONS ON SIX EXISTING TRACTS OF RECORD.

## LEGEND

- P.O.B. POINT OF BEGINNING
- T.P.O.B. TRUE POINT OF BEGINNING
- STREET CENTERLINE
- SECTION LINES
- CURRENT SURVEY LINE
- ADJACENT PROPERTY LINE
- DIMENSION LINE
- ABANDONED PROPERTY LINE
- ACCESS & UTILITY EASEMENT
- R = CURVE RADIUS
- L = CURVE LENGTH
- Δ = CENTRAL ANGLE
- CB = CHORD BEARING
- FOUND MONUMENT AS NOTED
- SET A 5/8" Ø REBAR W/ BLUE PLASTIC CAP - SIDOR 39515"
- FOUND 5/8" Ø REBAR
- FOUND 2" AC R-O-W MONUMENT MDOT
- FOUND QUARTER CORNER
- RECORD MEASUREMENTS
- R1 COS 1092 CASCADE COUNTY CLERK & RECORDER
- R2 COS 2529 CASCADE COUNTY CLERK & RECORDER
- R3 COS 4615 CASCADE COUNTY CLERK & RECORDER
- R4 COS 4960 CASCADE COUNTY CLERK & RECORDER
- N.T.S. NOT TO SCALE



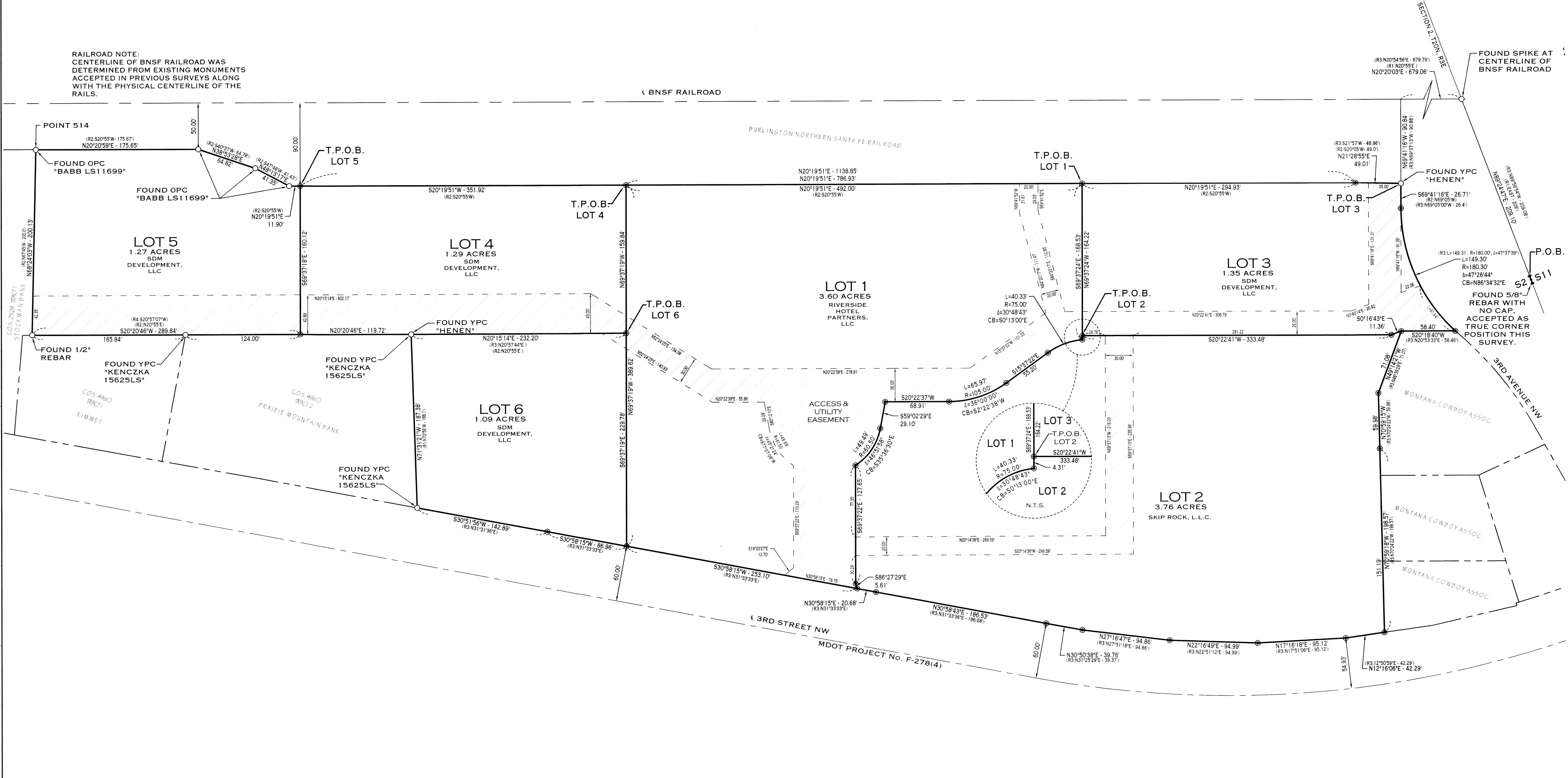
SCALE: 1" = 50'

### BEARINGS & DATUMS

BEARINGS SHOWN THIS SURVEY ARE GRID NORTH BASED ON A TRANSVERSE MERCATOR PROJECTION WITH GRID NORTH BEING EQUAL TO GEODETIC NORTH AT THE NORTHEAST CORNER OF LOT 5 AS SHOWN ON THIS SURVEY. SAID POINT IS CONTROL POINT NUMBER 514 AND IS A 5/8" DIAMETER REBAR WITH 1 1/2" RED PLASTIC CAP MARKED 'BABB'. DUAL FREQUENCY GNSS OBSERVATIONS TAKEN ON THIS POINT AND PROCESSED THROUGH THE ONLINE POSITIONING USER SERVICE (OPUS) UTILITY AVAILABLE ON THE NATIONAL GEODETIC SURVEY (NGS) WEBSITE.

OPUS PROCESSED POSITION OF POINT 514 (NAD 83(2011))(EPOCH 2010.0000), NAVD88, GEOID 12B); 6921 PROCESSED OBSERVATIONS  
LATITUDE: N47°30'51.99446"  
LONGITUDE: W111°18'44.53152"  
ELLIPSOID HEIGHT: 3273.36 FT.  
ORTHOMETRIC HEIGHT: 3319.87 FT.

RAILROAD NOTE:  
CENTERLINE OF BNSF RAILROAD WAS DETERMINED FROM EXISTING MONUMENTS ACCEPTED IN PREVIOUS SURVEYS ALONG WITH THE PHYSICAL CENTERLINE OF THE RAILS.



F0013378 HL S-0005113 CS  
Total Pages: 2 of 28  
Created: 09/06/2017 03:19:07 PM  
Checked: 09/06/2017 03:19:07 PM  
Cascadia County, Rita F. Moore - Clerk & Recorder

NOTE: IT IS NOT THE INTENT OF THIS CERTIFICATE OF SURVEY TO IDENTIFY ALL EASEMENTS OF RECORD. THERE MAY BE EXISTING EASEMENTS WHICH ARE NOT SHOWN ON THIS CERTIFICATE OF SURVEY.

1/4	SEC	TSP	RGE
2	2	T20N	R3E

WOITH ENGINEERING, INC.  
ENGINEERS & SURVEYORS  
P.O. BOX 7326, GREAT FALLS, MONTANA 59406

JOB NO: 1410  
F.B.NO.: G.P.S.  
FILE: 1410\_4LOT.CSD  
DRAWN: G.C.  
DATE: 07-31-17

1  
2

# CERTIFICATE OF SURVEY

#5113 2 of 2

## SIX LOTS LOCATED IN THE S1/2 OF SECTION 2, T20N, R3E, P.M.MT, CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

### PURPOSE

THE PURPOSE OF THIS CERTIFICATE OF SURVEY IS TO LIFT THE SANITARY RESTRICTIONS ON SIX EXISTING TRACTS OF RECORD.

### LEGAL DESCRIPTIONS

**LOT 1:** BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.MT, CASCADE COUNTY MONTANA; THENCE N89°24'47"E, A DISTANCE OF 209.10 FEET ALONG THE SECTION LINE COMMON TO SECTIONS 2 AND 11 OF SAID TOWNSHIP 20 NORTH, RANGE 3 EAST TO A POINT ON THE CENTERLINE OF THE BNSF RAILROAD; THENCE N20°20'03"E, A DISTANCE OF 679.06 FEET ALONG SAID RAILROAD CENTERLINE TO A POINT; THENCE N69°41'16"W, A DISTANCE OF 90.84 FEET TO A POINT; THENCE N21°28'55"E, A DISTANCE OF 49.01 FEET TO A POINT; THENCE N20°19'51"E, A DISTANCE OF 294.93 FEET TO THE TRUE POINT OF BEGINNING OF LOT 1; THENCE CONTINUING N20°19'51"E, A DISTANCE OF 492.00 FEET TO A POINT; THENCE N69°37'19"W, A DISTANCE OF 389.62 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY OF 3RD STREET NW; THENCE S30°58'15"W, A DISTANCE OF 253.10 FEET ALONG SAID RIGHT-OF-WAY TO A POINT; THENCE S86°27'29"E, A DISTANCE OF 5.61 FEET TO A POINT; THENCE S69°37'22"E, A DISTANCE 127.65 FEET TO A POINT; SAID POINT IS THE BEGINNING OF A NON-TANGENTIAL, CIRCULAR CURVE TO THE TO THE LEFT HAVING A RADIUS 60.50 FEET, A CENTRAL ANGLE (Δ) OF 46°51'58" AND A CHORD BEARING OF S35°36'30"E; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 49.49 FEET TO A POINT; THENCE S59°02'29"E, A DISTANCE OF 29.10 FEET TO A POINT; THENCE S20°22'37"W, A DISTANCE OF 68.91 FEET TO A POINT; SAID POINT IS THE BEGINNING OF A CIRCULAR CURVE TO THE TO THE LEFT HAVING A RADIUS 105.00 FEET, A CENTRAL ANGLE (Δ) OF 36°00'00" AND A CHORD BEARING OF S22°38'W; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 65.97 FEET TO A POINT; THENCE S15°37'22"E, A DISTANCE OF 55.20 FEET TO POINT; SAID POINT IS THE BEGINNING OF A CIRCULAR CURVE TO THE TO THE RIGHT HAVING A RADIUS 75.00 FEET, A CENTRAL ANGLE (Δ) OF 30°48'43" AND A CHORD BEARING OF S0°13'00"E; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 40.33 FEET TO A POINT; THENCE S69°37'24"E, A DISTANCE OF 168.53 FEET TO THE TRUE POINT OF BEGINNING OF LOT 1, CONTAINING 3.60 ACRES.

**LOT 2:** BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.MT, CASCADE COUNTY MONTANA; THENCE N89°24'47"E, A DISTANCE OF 209.10 FEET ALONG THE SECTION LINE COMMON TO SECTIONS 2 AND 11 OF SAID TOWNSHIP 20 NORTH, RANGE 3 EAST TO A POINT ON THE CENTERLINE OF THE BNSF RAILROAD; THENCE N20°20'03"E, A DISTANCE OF 679.06 FEET ALONG SAID RAILROAD CENTERLINE TO A POINT; THENCE N69°41'16"W, A DISTANCE OF 90.84 FEET TO A POINT; THENCE N21°28'55"E, A DISTANCE OF 49.01 FEET TO A POINT; THENCE N20°19'51"E, A DISTANCE OF 294.93 FEET TO A POINT; THENCE N69°37'24"W, A DISTANCE OF 164.22 FEET TO A POINT; THENCE S0°16'43"E, A DISTANCE OF 11.36 FEET TO A POINT; THENCE N49°14'21"W, A DISTANCE OF 71.08 FEET TO A POINT; THENCE N70°59'15"W, A DISTANCE OF 59.98 FEET TO A POINT; THENCE N70°59'18"W, A DISTANCE OF 198.57 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY OF 3RD STREET NW; THENCE N12°16'06"E, A DISTANCE OF 42.29 FEET TO A POINT; THENCE N17°16'18"E, A DISTANCE OF 95.12 FEET TO A POINT; THENCE N22°16'49"E, A DISTANCE OF 94.99 FEET TO A POINT; THENCE N27°16'47"E, A DISTANCE OF 94.86 FEET TO A POINT; THENCE N30°50'38"E, A DISTANCE OF 39.76 FEET TO A POINT; THENCE N30°58'43"E, A DISTANCE OF 186.53 FEET TO A POINT; THENCE N30°58'15"E, A DISTANCE OF 20.68 FEET TO A POINT, THE PRECEDING SEVEN COURSES BEING ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF 3RD STREET NW; THENCE S86°27'29"E, A DISTANCE OF 5.61 FEET TO A POINT; THENCE S69°37'22"E, A DISTANCE OF 127.65 FEET TO A POINT; SAID POINT IS THE BEGINNING OF A NON-TANGENTIAL, CIRCULAR CURVE TO THE TO THE LEFT HAVING A RADIUS 60.50 FEET, A CENTRAL ANGLE (Δ) OF 46°51'58" AND A CHORD BEARING OF S35°36'30"E; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 49.49 FEET TO A POINT; THENCE S59°02'29"E, A DISTANCE OF 29.10 FEET TO A POINT; THENCE S20°22'37"W, A DISTANCE OF 68.91 FEET TO A POINT; SAID POINT IS THE BEGINNING OF A CIRCULAR CURVE TO THE TO THE LEFT HAVING A RADIUS 105.00 FEET, A CENTRAL ANGLE (Δ) OF 36°00'00" AND A CHORD BEARING OF S22°38'W; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 65.97 FEET TO A POINT; THENCE S15°37'22"E, A DISTANCE OF 55.20 FEET TO POINT; SAID POINT IS THE BEGINNING OF A CIRCULAR CURVE TO THE TO THE RIGHT HAVING A RADIUS 75.00 FEET, A CENTRAL ANGLE (Δ) OF 30°48'43" AND A CHORD BEARING OF S0°13'00"E; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 40.33 FEET TO A POINT; THENCE S69°37'24"E, A DISTANCE OF 4.31 FEET TO THE TRUE POINT OF BEGINNING OF LOT 2, CONTAINING 3.76 ACRES.

**LOT 3:** BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.MT, CASCADE COUNTY MONTANA; THENCE N89°24'47"E, A DISTANCE OF 209.10 FEET ALONG THE SECTION LINE COMMON TO SECTIONS 2 AND 11 OF SAID TOWNSHIP 20 NORTH, RANGE 3 EAST TO A POINT ON THE CENTERLINE OF THE BNSF RAILROAD; THENCE N20°20'03"E, A DISTANCE OF 679.06 FEET ALONG SAID RAILROAD CENTERLINE TO A POINT; THENCE N69°41'16"W, A DISTANCE OF 90.84 FEET TO THE TRUE POINT OF BEGINNING OF LOT 3; THENCE N21°28'55"E, A DISTANCE OF 49.01 FEET TO A POINT; THENCE N20°19'51"E, A DISTANCE OF 294.93 FEET TO A POINT; THENCE N69°37'24"W, A DISTANCE OF 164.22 FEET TO A POINT; THENCE S20°22'41"W, A DISTANCE OF 333.48 FEET TO A POINT; THENCE S0°16'43"E, A DISTANCE OF 11.36 FEET TO A POINT; THENCE S20°18'40"W, A DISTANCE OF 58.40 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF 3RD AVENUE NW; SAID POINT IS THE BEGINNING OF A NON-TANGENTIAL, CIRCULAR CURVE TO THE TO THE RIGHT HAVING A RADIUS OF 180.30 FEET, A CENTRAL ANGLE (Δ) OF 47°26'44" AND A CHORD BEARING OF N86°34'32"E; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 149.30 FEET TO A POINT; THENCE S69°41'16"E A DISTANCE OF 26.71 FEET TO THE TRUE POINT OF BEGINNING OF LOT 3, CONTAINING 1.35 ACRES.

### LEGAL DESCRIPTIONS

**LOT 4:** BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.MT, CASCADE COUNTY MONTANA; THENCE N89°24'47"E, A DISTANCE OF 209.10 FEET ALONG THE SECTION LINE COMMON TO SECTIONS 2 AND 11 OF SAID TOWNSHIP 20 NORTH, RANGE 3 EAST TO A POINT ON THE CENTERLINE OF THE BNSF RAILROAD; THENCE N20°20'03"E, A DISTANCE OF 679.06 FEET ALONG SAID RAILROAD CENTERLINE TO A POINT; THENCE N69°41'16"W, A DISTANCE OF 90.84 FEET TO A POINT; THENCE N21°28'55"E, A DISTANCE OF 49.01 FEET TO A POINT; THENCE N20°19'51"E, A DISTANCE OF 786.93 FEET TO THE TRUE POINT OF BEGINNING OF LOT 4; THENCE N69°37'19"W, A DISTANCE OF 159.84 FEET TO A POINT; THENCE N20°15'14"E, A DISTANCE OF 232.20 FEET TO A POINT; THENCE N20°20'46"E, A DISTANCE OF 119.72 FEET TO A POINT; THENCE S69°37'18"E, A DISTANCE OF 160.12 FEET TO A POINT; THENCE S20°19'51"W A DISTANCE OF 351.92 FEET TO THE TRUE POINT OF BEGINNING OF LOT 4, CONTAINING 1.29 ACRES.

**LOT 5:** BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.MT, CASCADE COUNTY MONTANA; THENCE N89°24'47"E, A DISTANCE OF 209.10 FEET ALONG THE SECTION LINE COMMON TO SECTIONS 2 AND 11 OF SAID TOWNSHIP 20 NORTH, RANGE 3 EAST TO A POINT ON THE CENTERLINE OF THE BNSF RAILROAD; THENCE N20°20'03"E, A DISTANCE OF 679.06 FEET ALONG SAID RAILROAD CENTERLINE TO A POINT; THENCE N69°41'16"W, A DISTANCE OF 90.84 FEET TO A POINT; THENCE N21°28'55"E, A DISTANCE OF 49.01 FEET TO A POINT; THENCE N20°19'51"E, A DISTANCE OF 1138.85 FEET TO THE TRUE POINT OF BEGINNING OF LOT 5; THENCE CONTINUING N20°19'51"E A DISTANCE OF 11.90 FEET TO A POINT; THENCE N48°13'17"E, A DISTANCE OF 41.35 FEET; THENCE N38°53'28"E, A DISTANCE OF 64.82 FEET TO A POINT; THENCE N20°20'59"E, A DISTANCE OF 175.65 FEET TO A POINT; THENCE N68°24'03"W, A DISTANCE OF 200.13 ALONG THE SOUTHWESTERLY BOUNDARY OF TRACT 1, C.O.S. 2529 AS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CASCADE COUNTY, MONTANA TO A POINT; THENCE S20°20'03"E, A DISTANCE OF 289.84 FEET ALONG THE SOUTHEASTERLY BOUNDARY OF TRACT 1 AND TRACT 2 OF C.O.S. 4960 AS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CASCADE COUNTY, MONTANA, TO A POINT; THENCE S69°37'18"E, A DISTANCE OF 160.12 FEET TO THE TRUE POINT OF BEGINNING OF LOT 5, CONTAINING 1.27 ACRES.

**LOT 6:** BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.MT, CASCADE COUNTY MONTANA; THENCE N89°24'47"E, A DISTANCE OF 209.10 FEET ALONG THE SECTION LINE COMMON TO SECTIONS 2 AND 11 OF SAID TOWNSHIP 20 NORTH, RANGE 3 EAST TO A POINT ON THE CENTERLINE OF THE BNSF RAILROAD; THENCE N20°20'03"E, A DISTANCE OF 679.06 FEET ALONG SAID RAILROAD CENTERLINE TO A POINT; THENCE N69°41'16"W, A DISTANCE OF 90.84 FEET TO A POINT; THENCE N21°28'55"E, A DISTANCE OF 49.01 FEET TO A POINT; THENCE N20°19'51"E, A DISTANCE OF 786.93 FEET TO A POINT; THENCE N69°37'19"W A DISTANCE OF 159.84 FEET TO THE TRUE POINT OF BEGINNING OF LOT 6; THENCE N20°15'14"E A DISTANCE OF 232.20 FEET TO A POINT; THENCE N71°31'21"W, A DISTANCE OF 187.38 FEET ALONG THE SOUTHWESTERLY BOUNDARY OF TRACT 2, C.O.S. 4960 AS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CASCADE COUNTY, MONTANA TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY OF 3RD STREET NW; THENCE S30°51'56"W, A DISTANCE OF 142.89 FEET; THENCE S30°58'15"W, A DISTANCE OF 86.96 FEET TO A POINT, THE PRECEDING TWO COURSES BEING ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF 3RD STREET NW; THENCE S69°37'19"E, A DISTANCE OF 229.78 FEET TO THE TRUE POINT OF BEGINNING OF LOT 6 CONTAINING 1.09 ACRES.

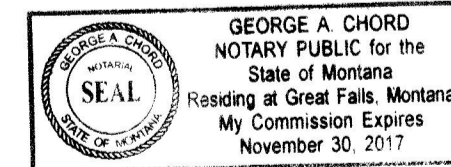
RIVERSIDE HOTEL PARTERS, L.L.C.

AUTHORIZED OFFICER

STATE OF MONTANA )  
COUNTY OF CASCADE ) SS

ON THIS 11th DAY OF AUGUST, 2017, BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF MONTANA, PERSONALLY APPEARED, SPENCER WOLFE, AN AUTHORIZED OFFICER OF RIVERSIDE HOTEL PARTERS, L.L.C., KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE FOREGOING CERTIFICATE OF SURVEY AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

George A. Chord  
NOTARY PUBLIC, STATE OF MONTANA  
RESIDING AT GREAT FALLS, MT  
MY COMMISSION EXPIRES 11/30/2017  
  
GEORGE A. CHORD  
PRINT NOTARY PUBLIC NAME



WE HEREBY CERTIFY THAT THIS CERTIFICATE OF SURVEY IS EXEMPT FROM REVIEW AS A SUBDIVISION, BY THE DEFINITION OF A TRACT OF RECORD PURSUANT TO MONTANA CODE ANNOTATED SECTION 76-3-103(16)(A), WHEREAS A "TRACT OF RECORD" MEANS AN INDIVIDUAL PARCEL OF LAND, IRRESPECTIVE OF OWNERSHIP, THAT CAN BE IDENTIFIED BY LEGAL DESCRIPTION, INDEPENDENT OF ANY OTHER PARCEL OF LAND, USING DOCUMENTS ON FILE IN THE RECORDS OF THE COUNTY CLERK AND RECORDER'S OFFICE." THIS MAP REPRESENTS SIX TRACTS OF RECORD PER COS 50005054 AS FILED IN THE OFFICE OF THE CASCADE COUNTY CLERK AND RECORDER AND NO NEW TRACTS ARE CREATED.

SDM DEVELOPMENT, L.L.C.

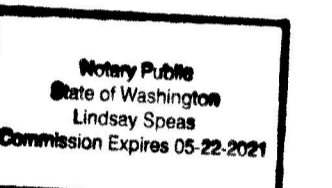
AUTHORIZED OFFICER

STATE OF Washington )  
COUNTY OF Kitsap ) SS

ON THIS 10th DAY OF August, 2017, BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF Washington, PERSONALLY APPEARED, Steven Madam, AN AUTHORIZED OFFICER OF SDM DEVELOPMENT, L.L.C., KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE FOREGOING CERTIFICATE OF SURVEY AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

SEAL

Lindsay Speas  
NOTARY PUBLIC, STATE OF MONTANA  
RESIDING AT 19041 Jensen Way, Polston, WA 98570  
MY COMMISSION EXPIRES 5-22-21  
Lindsay Speas  
PRINT NOTARY PUBLIC NAME



SKIP ROCK, L.L.C.

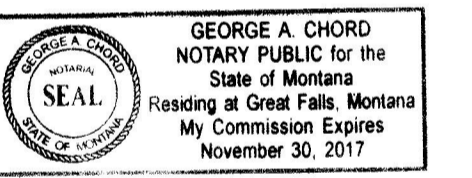
AUTHORIZED OFFICER

STATE OF MONTANA )  
COUNTY OF CASCADE ) SS

ON THIS 11th DAY OF August, 2017, BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF MONTANA, PERSONALLY APPEARED, SPENCER WOLFE, AN AUTHORIZED OFFICER OF SKIP ROCK, L.L.C., KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE FOREGOING CERTIFICATE OF SURVEY AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

SEAL

George A. Chord  
NOTARY PUBLIC, STATE OF MONTANA  
RESIDING AT GREAT FALLS, MT  
MY COMMISSION EXPIRES 11/30/2017  
GEORGE A. CHORD  
PRINT NOTARY PUBLIC NAME

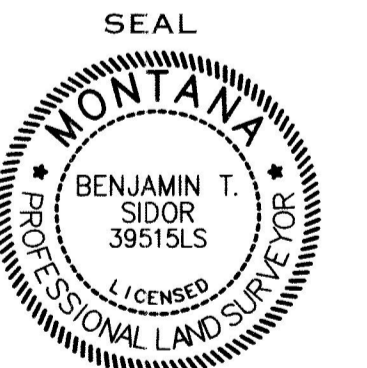


### CERTIFICATE OF SURVEYOR

I, BENJAMIN T. SIDOR, PROFESSIONAL LAND SURVEYOR, MONTANA LICENCE NO. 39515LS, DO HEREBY CERTIFY THAT IN FEBRUARY, 2016 I SURVEYED A PARCEL LOCATED IN THE S1/2 OF SECTION 2, T20N, R3E, P.M.MT, CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA AS SHOWN AND DESCRIBED IN THIS CERTIFICATE OF SURVEY AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF TITLE 76, CHAPTER 3, PART 4, MCA.

SEAL

BENJAMIN T. SIDOR, PLS  
MONANA REG. NO. 39515



### CERTIFICATE OF COUNTY TREASURER

I, JAMIE BAILEY, COUNTY TREASURER OF CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS COVERING THE AREAS INCLUDED IN THE ACCOMPANYING CERTIFICATE OF SURVEY AND FIND THAT THE TAXES ON THE SAME HAVE BEEN PAID FOR THE LAST FIVE YEARS. DATED THIS 4 DAY OF August, 2017.



Jamie A. Bailey  
JAMIE BAILEY, CASCADE COUNTY TREASURER  
By Casey Wilkinson, Deputy

Examined by & Date: Chris Brown 8-4-17  
GREAT FALLS CITY PLANNING

S-0005113 CS

1/4	SEC	TSP	RGE
☐	2	T20N	R3E
☐			
☐			

**WOITH ENGINEERING, INC.**  
ENGINEERS & SURVEYORS  
P.O. BOX 7326, GREAT FALLS, MONTANA 59406

JOB NO: 1410  
F.B.NO: 0.P.S.  
FILE: 1410-6107-006  
DRAWN: G.C.  
DATE: 07-31-17

2  
2



**Item:** Anaconda Hills and Eagle Falls Golf Course Management Agreement

**From:** Park and Recreation

**Initiated By:** Park and Recreation Department and City Manager's Office

**Presented By:** Steve Herrig, Director of Park and Recreation

**Action Requested:** Approve Golf Course Management Agreement with CourseCo

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**Suggested Motion:**

1. Commissioner moves:

“I move the City Commission (approve/not approve) a three year Management Agreement with CourseCo beginning February 1, 2019.”

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

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**Staff Recommendation:**

Staff recommends that the City Commission approve a three year Management Agreement with CourseCo and authorize the City Manger to sign the Agreement.

**Background:**

As the City Commission, staff, and community knows, the two community golf courses operated by the City have been operating in a deficit for fourteen (14) years. The Golf Fund continues to be a considered an “At-Risk” Fund requiring significant taxpayer subsidies to operate. In the City’s financial statements, the Golf Fund is categorized as an Enterprise Fund which means it should be self-supporting.

Presently, the Golf Fund owes the City’s General Fund over \$1 million dollars. The debt and ongoing taxpayer subsidies reduces the ability of the City to appropriate funding to other areas of the City’s annual budget including Fire, Police, and other Parks and Recreation programs.

In 1998 and 1999, the City approved revenue bonds to enhance the golf courses. During the term of the bonds, covenants were only met twice, because of poor financial performance. In 2016, the City’s hope was that with retired debt service, the fund would stabilize. That did not happen and the fund continued

to accrue operating debt.

Golf Fund financial performance is dependent on many variables. Playable weather is a critical factor in the number of rounds played seasonally. Public interest in the sport of golf is another factor. The number of tournaments also drives revenue for both courses. Whatever the case, there are external and internal contributors that have affected the Golf Fund's ability to operate profitably.

It has been suggested that with all of these factors, the City may not be able to support two public courses. In 2017, the idea of closing Anaconda Hills was discussed recognizing that the City may simply not have the expertise, depth of experience, and general wherewithal to operate two courses. The City Commission requested more information about the impact of closing a course, potential uses for the property and to explore any additional options. The discussion ultimately led to the City requesting outside management proposals in an attempt to reduce the City's financial risk.

A Request for Proposals for creative lease management was issued on August 24, 2018 by the Parks and Recreation Department seeking lease/management options for the course. The City received two proposals on September 28, 2018. The two proposals received were from CourseCo, a company based out of California, and the local Great Falls Baseball Club. Both proposers interviewed with City Staff (CourseCo interviewed on October 12 and the Great Falls Baseball Club interviewed on October 22).

On November 7, 2018 staff recommended to the City Commission that City pursue a management agreement with CourseCo. Staff cited that while partnering with the Great Falls Baseball Club was intriguing, CourseCo simply had extensive experience managing public golf courses, particularly municipal golf courses. Staff also felt that in order for the City to determine if the market could bear two public courses, it would require a company that demonstrated a high level of success operating golf courses.

CourseCo presented to staff a dynamic and progressive plan for development of the courses and they see the two courses as community assets. The company also has a robust corporate structure that is deep with resources including sales, marketing, human resources, finance, customer service, promotions and industry involvement. CourseCo provided a proforma that potentially has a positive impact on the financial success of the courses. When taking over operation of a course, CourseCo has a proven track record in retaining the majority of qualified employees currently working for the courses.

After careful consideration, in-depth interviews, and conference calls, City staff is recommending that a Management Agreement for the term of three years be approved with CourseCo. The Agreement would begin on February 1, 2019 and includes the option to extend the Agreement if agreed upon by both parties.

### **Fiscal Impact:**

Transitioning Anaconda and Eagles Falls golf courses to an outside company is a major step in reducing financial exposure of the City. However, even with the transition, the Commission will still have to wrestle with addressing the \$1 million debt to the General Fund.

The debt could be addressed by writing it off, which would reduce the General Fund Undesignated Balance to 18%; or by waiting to see if the CourseCo can make the course profitable and use proceeds to reduce debt.

It will take a season or two for CourseCo to determine the full profitability of the courses. If the

Commission wants to keep two courses open to the public, it is only fair to recognize that CourseCo will need that time to establish itself in the community, evaluate the market, and develop appropriate fee structure.

The Agreement is constructed to allow maximum flexibility of course operations in an effort to allow CourseCo to be successful. This means that the City will be taking a hands-off approach on day to day management and rate setting (although the Commission will still need to approve golf course rates pursuant to state statute).

There is also an element of risk to the City associated with this agreement. While CourseCo has had a very successful track record, it can't control the weather or drag people to the courses to play golf. Therefore, as long as the City owns the courses, it will have a responsibility for certain capital needs and in the event that CourseCo cannot cover operating expenses, there may be some additional cost beyond the proposed management fees.

CourseCo's proposal is conservative and shows a profit the first year of operation. Our hope is that projected profit becomes a reality and the City is able to address ongoing facility needs to improve the courses. The profit sharing model the first year, would also entirely cover the operating costs and accounting fees charged back to the City.

The attached addendum helps to explain the financial benefits and risk further.

**Alternatives:**

1. Not to approve the Agreement or restructure it.
2. Continue to operate both golf courses
3. Issue another Request for Proposals (which would delay 2019 golf season)
4. Closure of Anaconda Hills Golf Course in an attempt to stabilize the fund (this is City Manager's recommendation).

**ATTACHMENTS:**

- ▣ Draft Contract
- ▣ Addendum

# ANACONDA HILLS GOLF COURSE AND EAGLE FALLS GOLF CLUB MANAGEMENT AGREEMENT

THIS CONTRACT ("Agreement") is made and entered into this December 18, 2018, by the City of Great Falls, hereinafter referred to as the "City," acting by and through its City Manager, and Great Falls Golf, LLC, hereinafter referred to as the "Operator."

WHEREAS, the City owns certain real property located in the City of Great Falls, and more particularly described in Exhibit "A" attached hereto ("Land"); and

WHEREAS, the City is the owner of the Anaconda Hills Golf Course and Eagle Falls Golf Club, which includes a golf course, clubhouse, restaurant, cart storage facility, maintenance facility, and other buildings, structures, and improvements at both locations related thereto ("Premises"), and the Premises are located on the Land; and

WHEREAS, the City desires to maintain the value of the Premises as a City asset; and

WHEREAS, the City desires to utilize the services and expertise of the Operator to manage, operate, and maintain both Premises as Golf Courses and community amenities.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

## 1. DEFINITIONS

The following terms shall be defined as follows for the purposes of this Agreement:

- 1.1 Annual Report - shall have the meaning set forth in Section 6.2 of the Agreement.
- 1.2 Capital Expenditure – shall have the meaning set forth in Section 8.4 of the Agreement.
- 1.3 City - shall mean the City of Great Falls, acting through its agents.
- 1.4 City Manager - shall mean the City Manager of Great Falls or his/her appointed designee.
- 1.5 City Manager's Office – shall mean the City of Great Falls City Manager's office
- 1.6 Bank Account - shall have the meaning set forth in Section 10.1 of the Agreement.
- 1.7 Days – shall mean business days versus calendar days.
- 1.8 Effective Date – shall mean the date that this agreement takes effect.
- 1.9 Financial Plan - shall have the meaning set forth in Section 6.1 of the Agreement.
- 1.10 Golf Course - shall mean all of the buildings, grounds, fixtures, structures, restrooms, equipment, computers, irrigation and controls, ponds, tools, vehicles, fencing and all appurtenances thereto involving the Anaconda Hills Golf Course and Eagle Falls Golf Club.

- 1.11 Golf Lessons - shall mean the professional golf instruction given at the Golf Course by either the Class "A" PGA Golf Professional or qualified golf instructors employed or subcontracted by the Operator.
- 1.12 Initial 2019 Financial Plan - shall have the meaning set forth in Section 6.1 of the Agreement.
- 1.13 Land - shall mean the real property upon which the Premises are located. The Land is described in Exhibit A hereto.
- 1.14 Operating Cost - shall have the meaning set forth in Section 8.1 of the Agreement.
- 1.15 Operating Income - shall mean all revenue except investment earnings, less all expenses except City cost allocations and Capital Expenditures, as set forth in the Financial Plan.
- 1.16 Operating Year - shall comprise the period of twelve (12) full calendar months commencing on July 1 and ending on June 30.
- 1.17 Operator - shall mean Great Falls Golf, LLC.
- 1.18 Premises - shall mean the Golf Courses, Pro Shops, clubhouses with attached patios and all paved walkways adjacent to the clubhouses, Restaurants, banquet facilities, cart storage facilities, maintenance facilities, and all other buildings, structures, and improvements related thereto.
- 1.19 Pro Shop - shall mean the golf professional and merchandise facilities located at the Premises and shown on the diagram attached hereto in Exhibit A.
- 1.20 Restaurant - shall mean the food and beverage dining facilities located at the Premises and shown on the diagram attached hereto in Exhibit A.
- 1.21 Restaurant Services - shall mean the Restaurant and banquet operation, as well as all other food and beverage operations related to the Premises and as described further in Section 5.3.
- 1.22 Term - shall have the meaning set forth in Article 4.

**2. RETENTION OF OPERATOR**

The City hereby retains the Operator for the management, staffing, operation, and maintenance of the Premises, including, but not limited to, the Golf Course, Pro Shop, clubhouse, restaurant, banquet facility, storage spaces, restrooms, and golf cart rental located at the Premises.

**3. ACCEPTANCE**

Prior to the Effective Date of this Agreement, the Operator has made an inspection of the Premises and hereby accepts the condition of it for purposes of this Agreement on an "as is" basis.

**4. TERM**



- 4.1 Term of Agreement - The initial Term of this Agreement shall begin at 12:00 a.m. on the effective date, February 1, 2019 which is, and terminate at January 31, 2022.
- 4.2 Option to Renew - This Agreement may be renewed for a three year term, beginning February 1, 2022 and ending at January 31, 2025, if the parties agree upon an extension and/or amendment to this Agreement which is executed by both parties at least one hundred twenty days prior to the expiration of the initial Term. The option is conditioned upon full and faithful performance by the Operator of all the terms contained herein.
- 4.3 Effect of Termination - Upon termination of the Agreement, all employees and agents of the Operator shall vacate the Premises and shall have no further rights or duties thereon, except to ensure and organize a proper transfer of the Premises, property, and records of the Premises. The Operator shall remove all goods, wares, and merchandise from the Premises that are owned by the Operator within thirty (30) days after the termination date. The City may, but need not, treat any of the Operator's property remaining upon the Premises after thirty (30) days have elapsed following the termination of this Agreement as abandoned by the Operator, and may make any disposition of such property as the City deems fitting.
- 4.4 The Operator and City will annually conduct a property inventory on such dates and terms as are mutually agreed by the parties.

## **5. OPERATOR'S BASIC SERVICE OBLIGATIONS**

5.1 Golf Professional Services - The Operator shall deliver high-quality golf course services and conduct business in a manner accepted and established by industry standards and operate the Golf Course, Pro Shop, and golf cart rentals as set forth in this Agreement and in a manner acceptable to the City. The Operator shall sell, rent, store, and repair golf equipment, sell golf-related clothing and supplies, provide instructional services in the playing of golf, and maintain the golf course and related facilities in good and neat order, condition and repair in accordance with accepted industry standards. Relevant service standards include, but are not limited to, the following:

- A. Staffing – The Operator shall employ, on a full-time basis, a licensed Class A member or Apprentice of the PGA (the "Golf Professional"). The Operator shall also provide staff to provide the services listed within this Agreement. Staff shall be clearly identifiable and present neat and clean appearance.
- B. Pro Shop - The Operator shall provide high-quality customer service including register operations, merchandise sales, tee-time bookings, starter services and course marshaling and the day-to day custodial services, maintenance and repairs of the equipment. Prices for all green fees, golf cart fees, pull cart fees, trail fees, etc. shall be prominently displayed at all times and receipts shall be provided for paid fees. Policies regarding course rules, tee-times, rain-checks, refunds, and dress code shall be prominently displayed at all times. Information on passes, leagues, lessons, and other services shall be readily available. Score cards and pencils shall be readily available.

- C. Merchandise - The Operator shall provide and maintain in the Pro Shop such inventory of golf merchandise as is deemed necessary by the City to adequately meet the demand of the public. Existing inventory is owned by the City.
  - D. Golf Cart Rentals - The Operator shall provide golf cart rentals by offering a clean and well-maintained fleet. Carts shall be available on a daily basis. The carts must be a positive extension of the overall operation of the course and should therefore be clean, undamaged, fueled/charged, be in good operating condition, and perform well at speed and direction.
  - E. Golf Instruction - The Operator shall grow the game of golf in the City of Great Falls through lessons and clinic instruction in a manner acceptable to the City by employing or contracting with qualified instructors accredited by the PGA and the PGA apprentice program or other qualified instructors. Such instruction may include but is not limited to group and/or individual instruction, camps, clinics; utilizing the Golf Course as the home course for the High School teams; promote a junior golf program through lessons, conducting junior tournaments; and by other activities as mutually agreed upon by the Operator and the City.
  - F. Existing Gift Cards, Storage Agreements, and Special Event Bookings - The Operator shall honor existing gift cards with respect to the Golf Course, Golf Cart Storage Agreements which expire March 14, 2019, and Special Event Bookings (including but not limited to the currently scheduled Montana High School Association State Cross Country meet),
  - G. Programming – The Operator shall be responsible for managing, promoting, and scheduling special events, tournament, league play, club play, and high school events such as cross country meets. The City welcomes the Operator to be creative with providing community-type events at the Golf Course as approved by the City.
  - H. Advertising – The Operator shall market and promote the course and amenities, including strategy, budget, media types, frequencies, promotions, and any other relevant information.
  - I. Additional Services – The City will identify any additional areas it believes are necessary or that would be a benefit to the operation, which will reasonably be considered for implementation by Operator.
- 5.2 Golf Course Starter Services - The Operator shall render and provide Golf Course starter services, including but not limited to, opening and closing of the Golf Course at the appropriate times; collecting of green fees and tournament fees; providing tee time scheduling that is easy for the patron (via computer, phone, walk-in, or other); recording of reservations on starter sheets; placing of golfers' names on a call sheet (i.e., waiting list) as necessary; sending of golfers to the tee and starting them off at proper intervals as applicable; receiving of requests from groups for tournaments; booking of tournaments; satisfying of tournament food and beverage needs through the Restaurant; monitoring and maintaining pace of play by all necessary actions; entering of golfers' names on the starter's sheet; issuing of a receipt to each golfer as the green fee is paid; and totaling of starter sheets at the end of each day's play and reconciling them with fee category totals on the cash register detail tape or other computerized equivalent reconciliation process.

- 5.3 Restaurant Services - The Operator shall provide quality food and beverage services, in a manner acceptable to the City, including all aspects of the food and beverage operations, banquet and event rentals, and on-course concessions, including recommended menus, all permits, codes and other regulations of the City, Cascade County, and the State of Montana. Whenever possible, practical, and cost-effective, the food and beverage services should give consideration to local vendors and/or products.
- 5.4 Maintenance Services - The maintenance operations of the Golf Course shall be the responsibility of the Operator. The Operator shall keep and maintain the Premises in good, operable, usable, and sanitary order and repair and in a good, safe condition throughout the Term of this Agreement, providing for such repair, replacement, rebuilding, and restoration as may be required in compliance with this Agreement, in a manner acceptable to the City, and consistent with industry standards. This maintenance obligation includes but is not limited to Golf Courses and grounds maintenance, the clubhouses, Pro Shops, Restaurants and banquet facilities, golf cart rental areas, storage spaces, and all buildings, structures, improvements, fixtures, equipment, and utility systems which may now or hereafter exist on or in the Premises. All such replacement, rebuilding, and restoration, but not including repairs of single items under \$5,000, shall be approved by the City prior to implementation of same. Minimum standards include, but are not limited to Clubhouses, pro shops, restaurants, and restrooms are clean, swept, and maintained; Grounds are nicely landscaped and free of trash; Irrigation systems (including main lines, valves, lateral lines, sprinkler heads, controllers and all other parts of the system) are maintained in good repair, function properly, and conform to all relevant codes and regulations at all times, and all preventive maintenance work performed in a timely manner.
- 5.5 Improvements - Any improvements, additions, alterations, or changes (collectively, "improvements") to the Premises made by the Operator shall be subject to, prior to the commencement of any work on such improvements, written approval by the City, the securing of applicable permits, and compliance with such terms and conditions as may be imposed by the City and as required by City of Great Falls policies and procedures.
- 5.5 Equipment - All equipment, furnishings, signs and advertising shall be in keeping with the appropriate standards of decor at the golf courses. Hole signs with yardage and par must be well placed. The contractor agrees that all equipment, furnishings and improvements provided shall meet the requirements of all applicable building, fire, pollution, and other related codes.
- 5.6 City Ownership – The City shall retain ownership of all structures, buildings, and/or improvements thereto or thereon the Premises, merchandise, golf carts, hand carts, and maintenance equipment constructed or acquired by the City, or the Operator on behalf of the City, and all alterations, additions, or betterments thereto.
- 5.7 Failure to Perform - Should the Operator fail, after thirty (30) days' written notice from the City of the need therefore, to perform its obligations under this Article 5, the City may enter upon the Premises and perform the Operator's obligations. The cost of such repairs and restoration that are incurred shall be considered an Operating Cost unless they constitute a Capital Expenditure. Notwithstanding the preceding two sentences, in the event of an emergency as determined by the City, the City may immediately enter upon the Premises without notice to the Operator to perform emergency repairs and restoration.

## 6. OPERATING RESPONSIBILITIES

- 6.1 Financial Plan - The Operator shall submit to the City for review and approval a Financial Plan for each Operating Year. The Initial 2018/19 Financial Plan is set forth in **EXHIBIT X**. The terms and categorization of accounts that lead to the calculation of Operating Income are as set forth in the Financial Plan. The Operator may propose a revision to the Initial 2019 Financial Plan within ninety (90) days of the Effective Date. The City shall approve, disapprove, or conditionally approve, the proposed revisions to the Initial 2019 Financial Plan within thirty (30) days of its receipt thereof, and the City's approval shall not be unreasonably withheld.

For all subsequent Operating Years, the Operator shall submit to the City a Financial Plan on or before May 1st or by other mutually agreeable date immediately preceding the Operating Year at issue in the Financial Plan. The City shall approve, disapprove, or conditionally approve each Financial Plan before June 1st of the Operating Year at issue in the Financial Plan, and the City's approval shall not be unreasonably withheld.

Each Financial Plan shall be in a format acceptable to the City and shall include, but not be limited to, the prices as set forth in Section 6.14, the projected number of employees, details of employee incentive compensation and employee benefits, and the projected number of rounds of golf played and of merchandise purchased. The Financial Plan shall also include the terms and categorization of accounts that lead to the calculation of Operating Income, as well as the projected amount of Operating Costs, Capital Expenditures, maintenance expenditures, a marketing plan, and any proposed plans for any improvements, upgrading, or alterations to the Premises. After written notice to and consultation with the Operator, the City shall have the authority to make reasonable changes to the Financial Plan including, but not limited to, the method of allocation for costs, expenditures, and revenues.

- 6.2 Monthly/Annual Reports - The Operator shall submit to the City on or before the fifteenth day of each subsequent month, a Report for the previous Operating Month that reports for the month period as well as year to date. Each Annual Report shall include, but is not limited to, the following information:

- A. Summary of the financial condition of the Premises with respect to the terms and categorization of accounts that lead to the calculation of Operating Income as set forth in the Financial Plan.
- B. Total amount of Operating Costs and Revenues (broken down by cost center)
- C. Total amount of Capital Expenditures
- D. Total amount of maintenance expenditures
- E. Rounds played, lessons offered, events scheduled, weather patterns, etc.

Each Monthly Report shall include, but is not limited to, the following information:

- A. Bank Reconciliations
- B. Profit and Loss Statements

- C. Depreciation Schedule
- D. Balance Sheets
- E. Trial Balance

- 6.3 CIP Report – The Operator shall provide the City with a CIP report within 6 months of the commencement of this agreement.
- 6.4 Contracts and Leases - The Operator shall provide to the City copies of any and all leases and contracts entered into by the Operator with respect to any vendor, contractor, or subcontractor for services or goods provided to the Operator at the Premises. In the event this Agreement is terminated prior to the end of the Term, the City shall assume all leases and contracts entered into for its benefit and retain any goods or services associated with these leases and contracts, unless the City and Operator mutually agree otherwise.
- 6.5 Compliance with Laws - The parties shall comply with all municipal ordinances and all state and federal laws and regulations applicable to the terms and conditions of this Agreement. The parties shall not knowingly permit any illegal activities to be conducted on or at the Premises. If any permits or licenses are required, the Operator shall obtain all such required permits or licenses from the appropriate regulatory agency before undertaking the regulated activity. The cost of obtaining such licenses and permits shall be Operating Costs.
- 6.6 Compliance with Rules and Regulations - The Operator shall develop rules and regulations for the Premises subject to the approval of the City. The Operator shall comply with and enforce all such rules and regulations.
- 6.7 Discrimination Prohibited - The Operator shall not discriminate against any employee or applicant for employment, or any person seeking the services of the Operator under this Agreement, because of sex, age, race, color, religion, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification.
- 6.8 Signs - The Operator shall not post any signs, other than customary day-to-day operating prices and activity signs, at the Premises without the prior approval of the City. The Operator shall also develop and implement, with City approval, a signage strategy to ensure the City's name and official logo are included appropriately in the signage regarding the Premises. Operator will complete, execute, and comply with the City's Logo License Agreement.
- 6.9 Advertising - The City retains the right to approve or disapprove all advertising of the Premises, all marketing plans and opportunities, and/or all partnership agreements.

The City shall not unreasonably withhold approval of such advertising plans, opportunities, or agreements. If the Operator believes and/or determines that the retention of such rights is unreasonably withheld, the City and Operator agree to reexamine or renegotiate the impacted areas of revenue and responsibilities.

The Operator shall also develop and implement, with City approval, a branding strategy to ensure the City's name and official logo are included appropriately in the advertising and marketing of the Premises.

- 6.10 Public Use Marketing - The Operator shall use its best efforts to maximize the public use of the Premises. The Operator shall use its best efforts to effectively market and promote the Premises to ensure its financial and operating success. For each Operating Year, the Operator shall submit to the City a report along with the Annual Report concerning all activities undertaken by the Operator with respect to the approved marketing and promotion plan for the applicable Operating Year.
- 6.11 Utilities - Upon effective date of this Agreement, the Operator shall be responsible for ensuring that all utility services required by the Premises are operating properly, including, but not limited to, water, gas, electricity, sewer service, telephone service, and trash removal. The Operator acknowledges that if during the Term of this Agreement there exists a defect, deficiency, or impairment of any utility system, water system, water supply system, drainage system, waste system, heating or gas system, or electrical apparatus or wires serving the Premises, any expenses incurred by the Operator to correct any such defect, deficiency, or impairment shall be an Operating Cost, subject to the prior approval provisions otherwise set forth in this Agreement.
- 6.12 Safety - The Operator shall immediately correct any unsafe conditions to the Premises, as well as any unsafe practices occurring thereon, that are known by the Operator or should have been known by the Operator. The Operator shall obtain emergency medical care as soon as reasonably possible for any persons or members of the public on or at the Premises who is in need thereof because of illness or injury. The Operator shall cooperate fully with the City in the investigation of any accidental injury or death occurring at the Premises and shall submit to the City promptly an incident report, in a form acceptable to the City, and any other necessary forms required by the City describing any injuries or deaths at the Premises. An incident log shall be maintained at the Premises.
- 6.13 Use of Facilities Restrictions - The Operator shall obtain from the City prior written approval of: (1) any events or activities not otherwise specifically provided for or authorized under the Agreement; or (2) any extraordinary events or activities requiring the exclusive use of the Premises or any portion thereof.
- 6.14 Meetings - Representatives of the Operator and the City shall meet on a regular basis and at such other times as may be required by either party to review the performance under this Agreement, review the monthly financial reports submitted by the Operator, and discuss any problems or matters.
- 6.15 Fee Structure - The following fees shall be set by the Operator, which shall be reasonable and related to the cost of providing the service: (1) green fees; (2) golf cart rental/trail fees; (3) equipment rental fees; (4) building rental and all other pro shop, lesson, and restaurant food & beverage fees. Operator will provide fee schedules to City thirty days prior to implementation.
- A. Green Fees - The Operator shall set forth in each Financial Plan the reasonable green fees, golf cart rental/trail fees, and other equipment rental fees for the Operating Year at issue.
- B. Goods and Services - The Operator shall at all times maintain a complete list or schedule of the prices charged for all goods and services supplied to the public by or at the Premises. Such list or schedule of prices shall be included in each Financial

Plan and provided to the City upon request. Such prices shall be fair and reasonable based on the following considerations: that the Premises are intended to serve the needs of the public with the goods and services supplied at a fair and reasonable cost; that the prices charged should be comparable to prices charged for similar goods and services in the general area; and that the profit margin should be reasonable considering the cost of providing the goods or services in compliance with the obligations of this Agreement. If the City notifies the Operator that a fee or price being charged is not fair and reasonable, the Operator shall have the right to confer with the City and justify such a fee or price. Following reasonable conference and consultation thereon, the Operator shall make such fee/price adjustments as may be ordered by the City.

C. Restaurant and Related Fees - The Operator shall set forth in each Financial Plan the Restaurant fees, other food and beverage fees, and meeting, banquet, wedding, and other reservation fees for the Operating Year at issue.

6.16 Business Licenses and Permits - The Operator shall obtain and maintain all necessary permits, certifications, and licenses (federal, state, and local) necessary to conduct business at the Premises. The costs, fees, and charges incurred in obtaining and maintaining these licenses and permits shall constitute Operating Costs.

6.17 Taxes – Any taxes, such as beneficial use taxes, income taxes or leasehold excise taxes that are associated with the management fee or accounting fee shall be the Operator’s responsibility. Any taxes or fees, if any, associated with the revenues, expenses or general operations of the property shall be an Operating Cost.

## **7. CITY'S RESPONSIBILITIES**

7.1 City's Responsibilities - During the Term of this Agreement, the City's responsibilities shall include but not be limited to the following:

- A. To monitor and evaluate the Operator's performance for compliance with the terms of the Agreement.
- B. To provide forms as specified in this Agreement.
- C. To inspect the Premises on a regular basis on a schedule acceptable to the City Manager to determine if all functions are adequate.
- E. Any capital or operating cost which totals over \$5,000 for any single item (except personnel costs) shall be subject to the City procurement policies and procedures.

## **8. COSTS & EXPENDITURES**

8.1 Operating Cost. The customary and ordinary costs of operating and maintaining the Premises ("Operating Costs") shall be paid by the Operator from the Operator's bank account in accordance with Articles 9 and 10. An Operating Cost shall be any cost which

is directly related to the customary and ordinary staffing, operations, or maintenance of the Premises, including, but not limited to, the following:

- A. Employee salaries.
- B. Employee incentive compensation programs.
- C. Employee benefits, including vacation, sick leave, health insurance, disability insurance, and workers' compensation insurance.
- D. Lease and/or rental of equipment.
- E. Repair and maintenance of maintenance equipment, golf carts, hand carts, and capital equipment.
- F. Uniforms, laundry, and linens.
- G. Operating supplies, office supplies, cleaning supplies, and other miscellaneous supplies.
- H. Audits.
- I. Advertising and marketing expenses.
- J. Travel
- K. Telephone, postage, and freight.
- L. Fees, permits, and licenses.
- M. Custodial services.
- N. Insurance premiums, and, in the event of a claim on the Premises or if liability insurance is required by Article 12, the amount paid up to the deductible.
- O. Inventory, merchandise, food, and beverages
- P. Business and Occupation taxes on the Operating Costs or reimbursement of same.
- Q. Furniture, fixtures, and equipment.
- R. Maintenance expenses, including maintenance of the Golf Course and the remainder of the Premises.
- S. Utilities, including water, gas, electricity, sewer service, telephone service, and trash removal, which costs shall be paid directly by the City but shown as Operating Costs on the Financial Plan.
- T. Management fees and incentive management fees, which costs shall be paid directly by the City but shown as Operating Costs on the Financial Plan.
- U. Property insurance costs, as such costs are incurred by the City through its insurance provider.

8.2 Operating Cost Budget - The Operating Cost Budget shall set forth all projected Operating Costs and shall be part of the Financial Plan. The Operating Cost Budget may



be amended or modified from time to time, in accordance with City policies and procedures, to reflect actual operating circumstances, after written notice to and consultation with the Operator.

8.3 City (Revenue) Expenditures - City (Revenue) Expenditures, as identified in the Financial Plan, are those costs that are paid by the City and not included in the Operating Cost Budget. Such costs include but are not limited to the following:

- A. Necessary start-up costs as identified in **EXHIBIT X**
- B. Capital Expenditures, as set forth in Section 8.4.
- C. Those maintenance and/or Operating Costs that are due to any reason beyond the Operator's reasonable control (an "occurrence of force majeure") including, without limitation, acts of God, riots, strikes, and fires; provided, however, that such expense shall continue only during the pendency of the particular occurrence of force majeure. Such costs must exceed \$5,000 per incident, and are subject to the prior approval of the City, which approval shall not be unreasonably withheld. If such costs do not exceed \$5,000 per incident, they shall be treated as Operating Costs.
- D. City cost allocations and other charges determined by the City not to be an Operating Cost.

8.4 Capital Expenditures – A Capital Expenditure is any expenditure for new or replacement capital equipment or improvements to the Premises that have a life expectancy greater than or equal to one year and a cost of \$5,000 or over for a single item, and are subject to the City's procurement policies

- A. Capital Expenditure shall be approved by the City before it may be undertaken. A list of capital equipment owned or possessed by the City relating to this Agreement as of the Effective Date is attached hereto in **Exhibit Y**. The City may have the Operator contract for and make capital improvements and reimburse the Operator for these improvements, subject to applicable law.
- B. Provided, however, that in an emergency situation, the Operator is authorized to expend up to \$5,000 on Capital Expenditures, subject to prior approval by the City Manager. An emergency situation shall be one for which the expenditure is critical to all or a portion of the customary ongoing operation of the Premises. In an emergency situation, the Operator shall contact the City via a pre-designated emergency contact telephone number(s) regarding prior approval. However, if the City is unavailable via the designated telephone number(s), the Operator may proceed with the emergency expenditure in an amount not to exceed \$5,000.
- C. The Operator shall submit complete and detailed construction drawings with respect to any proposed improvement or alteration for review and approval by the City prior to the start of any construction and shall submit as-built drawings and a detailed summary of construction costs within thirty (30) days after completion of construction.
- D. The City agrees to promptly review plans for proposed improvements or alterations, and if the improvements are acceptable to the City, to promptly approve the same,

which plans as approved shall be attached to an executed copy of this Agreement and incorporated herein.

1. All alterations, improvements, or fixtures shall be such that they do not impair the foundation, exterior walls, roof, or structural bearing parts of structures on the Premises, or cause any deterioration to any such structure.
  2. All work performed in providing alterations and/or improvements shall be done to the satisfaction of the City.
- E. Any alterations or improvements approved by the City shall become the property of the City upon fixation.
- F. The Operator shall obtain all necessary governmental permits needed to accomplish the approved alterations or improvements and shall submit copies of same to the City prior to commencing any construction on the Premises. The Operator shall further report to the City in writing on the first day of each month on a month-to-month basis regarding the status of all necessary permit applications and approvals.
- G. The Operator shall, over the Term of the Agreement, make all alterations and improvements as specified above.
- H. The Operator shall maintain records on the costs of alterations and improvements and shall make such records available to the City for audit.

## **9. OPERATOR COMPENSATION**

- 9.1 Base Management Fee - During Year 1 of the Agreement, the City shall pay the Operator a base management fee of \$80,000 dollars in 12 equal payments on a monthly basis (\$6,666.67) per month; provided, however, that the monthly payment for the month of the Effective Date shall be made pro rata based upon the number of days remaining in the month including and after the Effective Date. In accordance with Section 10.3, the City shall pay the prior month's Monthly Fee on the Tuesday following the 2nd Monday. Beginning in year 2, the fee shall be adjusted annually by the CPI-U West Region for August reporting.
- 9.2 Accounting Service Fee – During Year 1 of the Agreement, the City shall pay the Operator, a fee of \$2,000 per month for accounting services performed at the Operator's corporate offices, to include, but not be limited to financial reporting, budgeting, accounts payable process, preparation of financial statements, etc. Beginning in year 2, the fee shall be adjusted annually by the CPI-U West Region for August reporting.

## **10. FINANCIAL & ACCOUNTING PROCEDURES**

- 10.1 Bank Account - The Operator shall establish and maintain a bank account at a bank designated by the City (Operating Bank Account") for the purposes of accepting deposits

and paying Operating Cost under this Agreement. The funds in this account are the property of the City.

- A. All revenues from the Premises are the property of the City and not part of the fees or consideration paid to the Operator and shall be deposited into the Operator's Bank Account daily. No deposits of revenues may be made into any other bank account for any purpose or under any circumstances.
  - B. The Operator shall deposit daily all cash, check, and debit and credit card receipts into the Bank Account.
  - C. The Operator shall establish a budget approved by the City. The budget shall provide a level of detail that shall allow the City to summarize the data to provide its own financial analysis. The budget shall provide an Operating Income amount (see 10.3). Among other detail, the budget shall segregate Operating and Capital Expenditures by cost centers.
  - D. The Operator shall make disbursements from the Operator's operating bank account consistent with the approved budget and submit documented receipt information to the City for reimbursement.
- 10.2 Revenue Reporting - The Operator shall provide to the City reports of the deposits made to the Bank Account. Information shall be from the point of sale system with sufficient detail to allow the City to forecast and track revenue and deposits. After review, the City may request additional reports that detail previous transactions.
- 10.3 Operating Bank Account - The operating account shall be prefunded in an amount equal to highest month of total budgeted expenditures in advance of the beginning of the contract. On January 1<sup>st</sup> and July 1<sup>st</sup> of each year, any cumulative Operating Income in excess of what is needed to operate the course shall be distributed to the City.

## **11. BUSINESS RECORDS**

- 11.1 Types of Records - The Operator shall maintain a method of accounting for all the revenues and expenses in connection with the operation of the Premises, which method shall be acceptable to the City and which shall correctly and accurately reflect the gross receipts and disbursements received or made by the Operator from the operation of the Premises. The Operator shall establish and implement adequate internal controls for this operation as required by the City and/or the State Auditor's Office. The method of accounting, including bank accounts, established for the operation shall be separate from the accounting system used for any other business operated by the Operator. Such method shall include the keeping of the following records and documents:
- A. Regular books of account such as general ledgers;
  - B. Journals, including any supporting and underlying documents, such as vouchers, checks, tickets, and bank statements;
  - C. Checks and other documents proving payment of sums shown;

- D. Cash register tapes or computerized records for the identification of day-to-day sales;
  - E. Logs showing the dates and times of greens usage, Golf Lessons, and other activities at the Golf Course and on the Premises, as mutually agreed by the City and the Operator; and
  - F. Any other accounting records that the City, in its sole discretion, deems necessary for proper reporting of receipts.
- 11.2 Audit of Records - All documents, books, and accounting records kept by the Operator pursuant to this Article shall be open for inspection by the City at any reasonable time during the Term of this Agreement and for at least three (3) years thereafter, unless a longer period of time is required under state law. All books and records shall be turned over to the City after three (3) years for retention in the City's archives, unless a shorter period of time is required under state law. In addition, the City or its authorized representative may, from time to time, conduct an audit of the books of the operation of the Premises and observe the operation of the business. The City shall use its best efforts to minimize interruption of the normal operation of the Premises during any inspection or audit performed pursuant to the provisions of this Section. The City and the Operator shall independently conduct and jointly conduct "surprise" cash and inventory audits as each deems appropriate. The results of the audits shall be documented in a written report, a copy of which shall be given to both parties.
- 11.3 Annual Financial Statements - The City may require the Operator to submit to the City audited financial statements for the operation of the Premises, including a copy of the applicable audited statement of gross receipts and the audit management letter, within one hundred twenty (120) days of the close of any or all Operating Years during the Term of this Agreement. If requested, the audit shall be performed by an independent certified public accountant designated by the City and the cost of the audit shall be included as an Operating Cost.
- 11.4 Public Records - All information obtained in connection with the City's inspections of the records or audits may be or become subject to public inspection and/or reproduction as public records.

## **12. INSURANCE & INDEMNITY**

- 12.1 Operator shall provide insurance coverage as follows:
- A. The Operator shall provide the following minimum insurance:
    - 1) Commercial General Liability Insurance - The Operator shall obtain and file with the City a certified copy of a valid Commercial General Liability Insurance Policy which shall be approved by the City as to form and coverage, and which policy shall fully protect the City from any and all claims and risks in connection with the Operator's activity upon or use or occupation of the Premises, as well as any and all claims and risks in connection with any activity performed by the Operator by virtue of the rights granted pursuant to

this Agreement. Such policy shall specifically name the City as an additional insured party thereunder and be primary and non-contributory coverage over any and all insurance coverage the City may carry.

The policy shall provide the following minimum coverage:

Minimum Coverage: Commercial General Liability

Minimum Limits: \$2,000,000 per occurrence

Said coverage shall include or shall be endorsed to include personal injury, contractual liability, products and completed operations, and liquor liability; said policy shall cover any injury, death, damage, and/or loss of any sort sustained by any person, organization, or corporation (including the Operator and any of the Operator's employees and/or agents) in connection with any activity upon or use or occupation of the Premises, and for any activity performed by the Operator by virtue of the rights granted pursuant to this Agreement; provided that the City may raise said minimum limits declaring such increase necessary to adequately protect the City.

- 2) Commercial Crime Insurance - The Operator shall obtain and keep in full force and effect, during the Term of this Agreement, a commercial crime insurance policy in the amount of \$250,000 per occurrence for employee dishonesty and coverage for theft, disappearance, and destruction of or to monies or funds of, in, or at the Premises and shall name the City on said policy as a Loss Payee or Third Party Beneficiary.
  - 3) Business Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto.
  - 4) Stop Gap/Employers Liability coverage with limits not less than \$1,000,000 per accident/disease.
  - 5) Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Montana.
  - 6) Umbrella or Excess Liability coverage with a limit of not less than \$5,000,000.
- B. Self-Insured Retentions - Self-insured retentions shall be declared to and approved by the City.
- C. Other Provisions
- 1) Said insurance policies shall be maintained in full force and effect throughout the entire Term of this Agreement and such policies or endorsements thereto shall contain the following provisions:
    - a. The City, its officials, employees, and volunteers shall be named as an additional insured on the Operator's Commercial General Liability policy and as a Loss Payee or Third Party Beneficiary on the Operator's Commercial Crime Insurance policy.

- b. The coverage provided by these policies to the City or any other named insured shall not be terminated, reduced, or otherwise changed in any respect without providing at least sixty (60) days written notice to the City.
- 2) Said liability insurance is to be reviewed annually by the City to determine the adequacy of liability limits, which may be increased upon demand.
- D. Acceptability of Insurers - Insurance shall be placed with insurers with a rating acceptable to the City.
- E. Verification of Coverage - The Operator shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Operator. The certificates and endorsements are to be received and approved by the City before any work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. Subcontractors - The Operator shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Operator.

Notwithstanding any other provisions of this Agreement, the failure of the Operator to comply with the above provisions of this Section shall subject this Agreement to immediate termination without notice to any party in order to protect the public interest.

#### 12.2 Indemnification.

- A. The Operator shall protect, defend, indemnify, and save harmless the City, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent or intentional acts or omissions of the Operator. The Operator agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. In the event the City incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this Article, all such fees, expenses, and costs shall be recoverable from the Operator.
- B. Subject to the limitations set forth in Mont. Code Ann. §2-9-108, the City shall protect, defend, indemnify, and save harmless the Operator, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent or intentional acts or omissions of the City. The City agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. In the event the Operator incurs any judgment, award, and/or

cost arising therefrom including attorneys' fees to enforce the provisions of this Article, all such fees, expenses, and costs shall be recoverable from the City.

- C. Except as described above, the City, its employees, and agents shall not be liable for any injury or death to any person(s) or for damage to any property, regardless of how such injury, death, or damage be caused, sustained, or alleged to have been sustained by the Operator or others as a result of any of the following:
  - 1) Any condition including existing or future defects in the Premises, excluding latent defects in the Premises;
  - 2) Any occurrence whatsoever arising from or related in any way to the Premises, the Operator's use and occupancy of the Premises, or the Operator's use of property adjacent thereto.
- D. The indemnification set forth in this Article shall survive the termination of this Agreement.

12.3 Unusability - In the event that the Premises or a substantial portion thereof are rendered unusable by fire, earthquake, act of war, or other extraordinary casualty destroying or damaging the Premises, either party may terminate this Agreement by giving notice to the other party within thirty (30) days after such conditions are discovered. Neither party shall be required to restore or reconstruct the Premises.

### **13. REPRESENTATIONS & WARRANTIES**

13.1 Organization and Authority - As of the date of this Agreement and thereafter, the Operator hereby represents and warrants that: (a) it is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of California and is qualified to do business in all other states where necessary in light of its business or properties and has all requisite power and authority to conduct its business and own its properties; (b) it has all necessary power and authority to execute, deliver, and perform its obligations under this Agreement; (c) the execution, delivery, and performance by the Operator under this Agreement has been duly authorized by all necessary action and this Agreement has been duly and validly executed and delivered by the Operator; and (d) this Agreement constitutes the legal, valid, and binding obligation of the Operator and is enforceable against the Operator in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or moratorium or other similar laws relating to the rights of creditors generally.

13.2 No Conflict - As of the Effective Date and thereafter for the Term of this Agreement, the Operator hereby represents and warrants that the execution, delivery, and performance by the Operator of this Agreement does not and shall not: (a) conflict with or violate any provision of its articles of incorporation or bylaws; (b) result in a material breach or violation of any term or provision of, or constitute a material default under, any material agreement or instrument to which the Operator is a party or by which the Operator or any of its assets are bound; or (c) contravene or constitute a material default under any provision of applicable law or regulation.

- 13.3 Survival of Representations and Warranties - The representations and warranties set forth by the Operator in this Article 13 shall survive the date of this Agreement and shall terminate only upon the fifth anniversary of the date of termination of this Agreement.

## 14. NOTICE

- 14.1 Notice. All notices, requests, demands, consents, and other communications required or permitted to be given by this Agreement shall be in writing and personally delivered or placed in the United States mail, properly addressed and with full postage prepaid, certified and return receipt requested. Such notices shall be deemed received at the earlier of (a) the date actually received, or (b) 5 business days after such mailing. Such notices shall be sent to the parties at the following addresses, unless other addresses are furnished by appropriate notice:

If to the City, to:

City of Great Falls  
City Manager Greg Doyon  
P.O. Box 5021  
Great Falls, Montana 59403

If to the Operator, to:

Great Falls Golf, LLC  
Michael Sharp  
1039B North McDowell Blvd.  
Petaluma, Ca 94954

## 15. MISCELLANEOUS

- 15.1 Entire Agreement - This Agreement and the documents expressly referred to herein constitute the entire agreement among the parties with respect to the subject matter hereof and supersede any prior agreement or understanding among the parties with respect to such subject matter.
- 15.2 Severability - If any provision of this Agreement or the application of such provision to any party or circumstance shall be invalid, the remainder of this Agreement or the application of such provision to other parties or circumstances shall not be affected thereby.
- 15.3 Liens and Encumbrances - The Operator shall keep the Premises free and clear of any liens and encumbrances arising or growing out of its use and occupancy of the Premises. At the City's request, the Operator shall furnish the City written proof of payment of any item which would or might constitute the basis for such a lien on the Premises, if not paid.
- 15.4 Termination for Public Convenience - Notwithstanding any other provision of this Agreement, but in no event before June 30, 2020, the City, may terminate this Agreement



in whole or in part whenever the City determines, in its sole discretion, that such termination is in the interests of the City. Whenever this Agreement is terminated in accordance with this paragraph, the Operator shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work shall be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. The City shall assume any leases entered into for its benefit and shall retain the goods and services associated with these leases. Termination of this Agreement by the City at any time during the Term, whether for default or convenience, shall not constitute a breach of contract by the City.

- 15.5 Termination for Default - If the Operator defaults by failing to perform any of the obligations of this Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, and said default, insolvency, bankruptcy or assignment is not cured within ten (10) days after written notice is provided to the Operator, the City, may, by depositing written notice to the Operator in the U.S. mail, postage prepaid, terminate this Agreement, and at the City's option, obtain performance of the work elsewhere. If this Agreement is terminated for default, the Operator shall not be entitled to receive any further payments under this Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Operator. The Operator shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Operator was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

- 15.6 Waiver - No action other than a written document from the City Manager so stating shall constitute a waiver by the City of any breach or default by the Operator nor shall such a document waive the Operator's full compliance with the terms and conditions of the Agreement, irrespective of any knowledge the City may have of such breach, default, or noncompliance. The City's failure to insist upon full performance of any provision of this Agreement shall not be deemed consent to or acceptance of such incomplete performance in the future.

No waiver of any breach or default shall constitute or be construed as a waiver of any subsequent like breach or default.

- 15.7 Mediation Clause - Whenever the City and the Operator have a dispute as to any of the terms of this Agreement, and whenever the City or Operator has a dispute as to whether the requirements of the Agreement are being reasonably performed, the City or Operator may demand that the issue be mediated with both entities equally sharing the mediator's fees and costs.

In that event, the City shall select the mediator. Nothing in this paragraph shall be deemed to limit or impair any legal remedies otherwise available to the parties.

- 15.8 Time - If the last day for performance of any of the provisions of this Agreement, during a stated period of days, shall fall upon a Saturday, Sunday, or holiday observed by either party, the final day for performance shall be the following weekday on which both parties would customarily be open for the conduct of business.
- 15.9 Assignment of Agreement - The Operator shall not assign or transfer this Agreement nor otherwise convey any right or privilege granted hereunder regarding any part of the Premises unless the Operator first obtains the written consent of the City. Neither this Agreement nor any right, privilege, or interest therein or thereunder shall be transferable by operation of law or by any process or proceeding of any court.
- 15.10 Counterparts - This Agreement may be executed in one or more counterparts, all of which shall constitute one in the same instrument.
- 15.11 Headings - The article and section headings in this Agreement are for convenience of reference only, and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.
- 15.12 Applicable Law; Venue; Attorneys' Fees - This Agreement shall be governed by and construed in accordance with the laws of the State of Montana. In the event any suit, mediation, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Cascade County, Montana. Unless otherwise stated in this Agreement, the prevailing party in any such action shall be entitled to its attorneys' (including but not limited to City Attorney) fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.
- 15.13 Amendment - This Agreement shall not be modified or amended except by a written agreement executed by both of the parties.
- 15.14 Further Actions - Each party shall execute and deliver such other certificates, agreements, and documents, and take such other actions as may reasonably be required to carry out the provisions or the intent of this Agreement.
- 15.15 Ownership and Use of Documents - Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other products or materials produced by the Operator in connection with the services provided to the City, shall be the property of the City whether the project for which they are made is executed or not. All such documents, products, and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products, and materials prepared by the Operator are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Operator harmless for such use, subject to the limitations set forth in Mont. Code Ann. §2-9-108.

All services performed under this Agreement shall be conducted solely for the benefit of the City and shall not be used for any other purpose without written consent of the City. Any information relating to the services shall not be released to the news media or any other source without the written permission of the City.

The Operator shall preserve the confidentiality of all confidential City documents and data accessed for use in the Operator's work product. Breach of confidentiality by the Operator shall be grounds for immediate termination.

The Operator recognizes that this Agreement involves interaction with a public entity. Any oral or written information provided to the City by Operator may be subject to public inspection under Montana or other applicable law and may be subject to records retention laws. If a request for Operator's information is made, City will notify Operator of such request. If Operator intends to claim that any such requested documentation is "Confidential Information" or confidential, proprietary, or trade secret information as identified in Mont. Code Ann. §30-14-402, or otherwise under applicable law, it will be required to take any and all steps necessary, including court action, to establish that the information is not subject to public disclosure.

- 15.16 Independent Operator - The Operator and the City agree that the Operator is an independent operator with respect to the services provided pursuant to this Agreement. The Operator shall be solely responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Operator or any employee of the Operator.

- 15.17 Policies and Procedures to be Provided by the Operator - Prior to the Effective Date, the Operator shall provide to the City for City comment and approval written and detailed policies and procedures regarding management, operation, and maintenance of the Premises. Such materials shall include but not be limited to a Pro Shop manual, maintenance specifications, custodial responsibilities, and an employee handbook. The Operator agrees that such policies and procedures shall contain a drug testing policy allowed under applicable law with respect to the Operator's employees, and that said drug testing policy shall be subject to City approval.

DATED this \_\_\_\_ day of \_\_\_\_\_.

Great Falls Golf, LLC

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

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

City of Great Falls

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

Gregory T. Doyon

Title: City Manager

**ATTEST**

**CITY SEAL**

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

Approved as to form\*:

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

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.

# Addendum to Agenda Report

## Agenda Item #21

City Commission Meeting December 18, 2018

### Golf Courses Fund – Brief Background

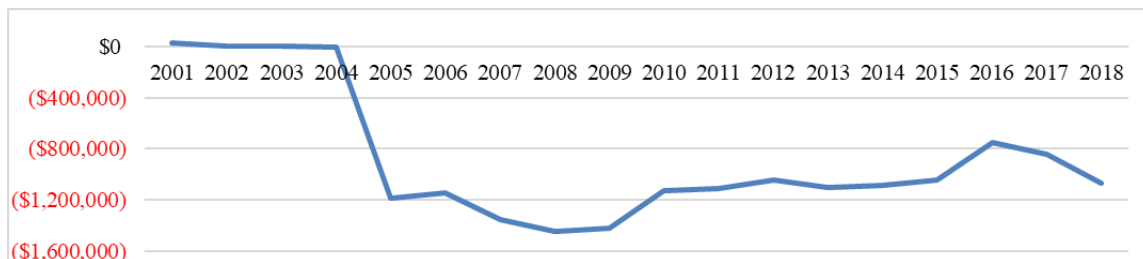
In 1998 and 1999, the City Commission voted to bond improvements for the City’s two golf courses. In 2016, the debt service was retired. During the life of the bonds, however, the revenues only met bond covenants twice. The cash balance of the fund also struggled for years and continues to struggle to cover basic operating expenses. When the revenue bonds were paid off in 2016, the expectation was that the fund would be cash flow positive. That did not happen and the fund continued to borrow from the City’s General Fund.

The chart below details the cash balance year over year in the Golf Courses Fund. There is also a chart below showing the subsidies the Golf Courses Fund has received over the years primarily from the General Fund. Without these subsidies, the current cash position would be that much more negative.

### **Golf Courses Fund Cash Balance as of 6/30/xx**

2001	2002	2003	2004	2005	2006
\$29,292	\$31	\$309	(\$3,111)	(\$1,188,271)	(\$1,146,863)
2007	2008	2009	2010	2011	2012
(\$1,357,831)	(\$1,450,218)	(\$1,419,561)	(\$1,124,978)	(\$1,112,109)	(\$1,042,095)
2013	2014	2015	2016	2017	2018
(\$1,101,665)	(\$1,083,559)	(\$1,043,870)	(\$754,358)	(\$841,496)	(\$1,069,325)

Shown graphically:



**Golf Courses Fund Subsidies  
2001-2018**

from General Fund for operations	\$ 996,921
from General Fund for capital improvements	\$ 95,000
from Park & Rec Special Revenue Fund for capital improvements	\$ 248,289
from Insurance & Safety Fund for capital improvements	\$ 70,000
	<b>\$ 1,410,210</b>

**Golf Courses Management Agreement Structure**

**Fees and Risk**

The agreement with CourseCo includes an annual **management fee of \$80,000**. The fee covers:

**Base Management Fee Includes:**

- Golf Operations Oversight
- Maintenance Oversight
- Food and Beverage Oversight
- Administrative Support
- Sales and Marketing Planning
- Capital Planning
- Equipment Procurement
- Supply and Inventory Procurement
- Hospitality Training
- HR Management and Training
- Payroll Administration
- Website Maintenance
- Basic Graphic Design

Additionally, CourseCo proposes **\$24,000 annually for Accounting Services**.

**Base Management Fee Summary:**

<b>Annual Base Management Fee</b>	\$80,000	*increases by CPI each year
<b>Annual Accounting Services Fee</b>	\$24,000	*increases by CPI each year
<b>Total</b>	<b>\$104,000</b>	

**Note**

Not all costs of operations are foreseeable or known at this time. The agreement with CourseCo is to operate the courses while following industry standards and City requirements.

This includes allowing CourseCo the discretion for regulating course operations during bad weather days for example. Any rate increases to the customers would require Commission approval and a public hearing. All budgets and financial performance of the Golf Courses Fund will remain transparent and available to the City and the public for review.

**Non-Financial Benefits**

Requiring the City to pay a management fee in light of current losses may seem counterintuitive. Management believes that CourseCo has more cumulative management experience, expertise, and resources to operate the city golf courses.

CourseCo’s focus areas in the first term of the Agreement will be:

- Improved financial performance
- Development and execution of robust sales and marketing program
- Increased community programming and events
- Analysis and evaluation of the long-term viability of supporting two municipal golf courses in Great Falls
- Communication and updates to the Commission on progress
- Potential planning for alternative use of one course
- Assist with development of a capital improvement plan

In some instances, the fee charged by the company for management, will offset internal service charges (ICS) the Golf Courses Fund currently pays to the City annually. Examples of ICSs that will be reduced include, the Human Resources Department and accounting services provided by the Finance Department. There is also opportunity for the fund to save money for informational technology (IT) services charged as internal service charges each year, but those details will be worked out at a later date.

Amount saved from internal service charge For Human Resources	(\$33,602)
<u>Amount saved from internal service charge for Finance</u>	<u>(\$26,268)</u>
Total amount saved from internal service charges	(\$59,870)

**Opportunity for Cost Savings and New Revenue**

With CourseCo operating the City’s courses, there will be areas of opportunities for cost savings and new revenues. CourseCo’s staffing model including pay and benefits will change under the new management agreement. There is also a projected decrease in costs for fiber telephone lines amounting to \$800/month as well as savings from software that will not be used by CourseCo.

The City *has not* been operating the food and beverage side of the golf courses. With this partnership, the City will now have the opportunity to profit off of the sale of food and beverage under the expertise of the management company.

The City has not been providing year-round lessons for golfers. With CourseCo, year-round lessons will provide another opportunity for increased revenue and create more interest in the sport.

<b>Recap of Management Agreement Structure:</b>	
Base Management and Accounting Costs	\$104,000
Less: Internal Service Charge Savings	<u>(\$59,870)</u>
<b>Net Cost to the City</b>	<b>\$44,130</b>
Plus: Start-Up Costs (i.e. equipment for concessions)	\$40,000 (one time)
Total Projected Year-One Cost to the City	<u>\$84,130</u>
CourseCo Projected Year-One Profit for City	\$123,000





**Item:** Ordinance 3195 - An Ordinance to assign I-2 Heavy Industrial zoning to a portion of a tract of land equaling +/- 6.254 acres legally described as Mark 7K, in Section 4, T20N, R4E P.M.M., Cascade County, Montana.

**From:** Erin Borland - Planner II, Planning and Community Development

**Initiated By:** Talcott Holdings Inc.

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

**Action Requested:** City Commission accept Ordinance 3195 on first reading and set a public hearing for January 15, 2019.

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**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (accept/not accept) Ordinance 3195 on first reading and set a public hearing for January 15, 2019."

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

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**Staff Recommendation:**

Staff recommends that the City Commission accept Ordinance 3195 on first reading and set the public hearing for January 15, 2019. At the conclusion of a public hearing held on November 27, 2018, the Zoning Commission recommended the City Commission approve the establishment of zoning of I-2 Heavy Industrial for the subject property, subject to the fulfillment of the following Conditions of Approval:

**Conditions of Approval for Establishment of Zoning:**

**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, showing the proposed boundary line adjustment after approval of the annexation of the property, which shall incorporate corrections of any errors or omissions noted by Staff.

**3. Utilities.** The final engineering drawings and specifications for the on-site utilities for the subject property shall be submitted to the City Public Works Department for review and approval.

**4. Land Use & Zoning.** The development standards and land uses for the subject property shall be consistent with the Official Code of the City of Great Falls (OCCGF).

**5. Subsequent modifications and additions.** If after establishment of the zoning, 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.

**Summary:**

Talcott Construction is a local construction company that is located at 4415 River Drive North. This location contains both the company's business office as well as a larger shop building. These buildings are located on two properties, adjacent to each other, with the business office residing in the City and the shop being located in the County.

The applicant is proposing to annex the portion of the property that contains the shop into the City limits in conjunction with a boundary line adjustment that will revise the lot configuration to have the shop and office building on one lot. The remaining area will stay in the County jurisdiction and likely be sold to a nearby owner. The applicant is also requesting that I-2 Heavy Industrial zoning be established on the property to be annexed. This would be consistent with the surrounding properties in this location.

**Background:**

**Annexation by Petition**

The subject property proposed for annexation is legally described as a portion of a tract of land equaling +/- 6.254 acres legally described as Mark 7K. This is the remainder tract from Certificate of Survey #3693 which has been attached for reference. As stated previously, the property owner has petitioned to be annexed into the City and to process a boundary line adjustment with an amended plat in order to combine the primary assets for the construction company onto one lot. This will enable the applicant to receive water and sewer service to its existing shop building. The remainder of the tract will stay in the county jurisdiction where there is no development proposal at this time.

**Establishment of Zoning - I-2 Heavy Industrial**

The property being considered for annexation contains the shop portion of the construction company currently located on site. The adjacent parcel that contains the office space for the business, which is currently zoned I-2 Heavy Industrial, is the zoning designation that the applicant is requesting for the annexed property.

The basis for decision on zoning map amendments is listed in OCCGF §17.16.40.030. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the criteria which are attached as Findings of Fact – Zoning Map Amendment.

**Utilities**

The applicant is responsible for the installation of all water and sewer service lines in order to serve the existing building on-site. These improvements are to be installed consistent with City standards and

approved by the City of Great Falls Public Works Department.

**Neighborhood Council Input:**

The subject properties are located adjacent to Neighborhood Council #4. Due to the timing of the scheduled meetings information has been sent out to the Council members via email for review and comment. To date no comments have been received.

**Fiscal Impact:**

Services are currently provided by the City to the adjacent property owned by the applicant. Upon approval of the annexation new service lines will be installed to convey City services to the annexed property. The cost of said improvements will be borne by the applicant per the agreed upon terms in the attached Improvement Agreement. The annexation of the property will increase the City's tax base.

**Concurrences:**

Representatives from the City's Public Works, Legal, Park and Recreation, and Fire/Rescue Departments have been involved throughout the review process for this project. Any comments provided from these various departments have been incorporated in this report.

**ATTACHMENTS:**

- ▢ Ordinance 3195
- ▢ Ordinance 3195 Exhibit A
- ▢ Findings of Fact/Basis of Decision - Zoning Map Amendment
- ▢ Aerial and Zoning Map
- ▢ Draft Certificate of Survey

ORDINANCE 3195

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS ASSIGNING A ZONING CLASSIFICATION OF I-2 HEAVY INDUSTRIAL DISTRICT TO THE PROPERTY LEGALLY DESCRIBED AS: A PORTION OF MARK 7K, A TRACT OF LAND EQUALING +/- 6.254 ACRES LOCATED IN SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M. MT, CASCADE COUNTY, MONTANA

\* \* \* \* \*

WHEREAS, Talcott Holdings Inc., the owner of record, has petitioned the City of Great Falls to annex the subject property, consisting of ±6.254 acres, as legally described above; and,

WHEREAS, Talcott Holdings Inc. has petitioned said property to be assigned a City zoning classification of I-2 Heavy Industrial district, upon annexation to City; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on November 27, 2018, to consider said zoning request and, at the conclusion of said hearing, passed a motion recommending the City Commission zone the property legally described as a portion of Mark 7K, a Tract of Land equaling +/- 6.254 acres, located in Section 4 Township 20 North, Range 4 East, P.M. MT, Cascade County, Montana to I-2 Heavy Industrial district; and

WHEREAS, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 15th day of January, 2019, before final passage of said Ordinance herein; and,

WHEREAS, the zoning map amendment on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.030; and

WHEREAS, following said public hearing, it was found and decided that said zoning designation be made.

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

Section 1. It is determined that the herein requested zoning assignment meets the criteria and guidelines cited in Section 76-2-304 Montana Code Annotated, and meets the requirements of OCCGF Section 17.16.40.030.

Section 2. That the property legally described as: a portion of Mark 7K a Tract of Land equaling +/- 6.254 acres, located in Section 4 Township 20 North, Range 4 East, P.M. MT, Cascade County, Montana, be designated as I-2 Heavy Industrial district as shown in Exhibit A.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading December 18, 2018.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading January 15, 2019.

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

ATTEST:

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

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Sara Sexe, City Attorney

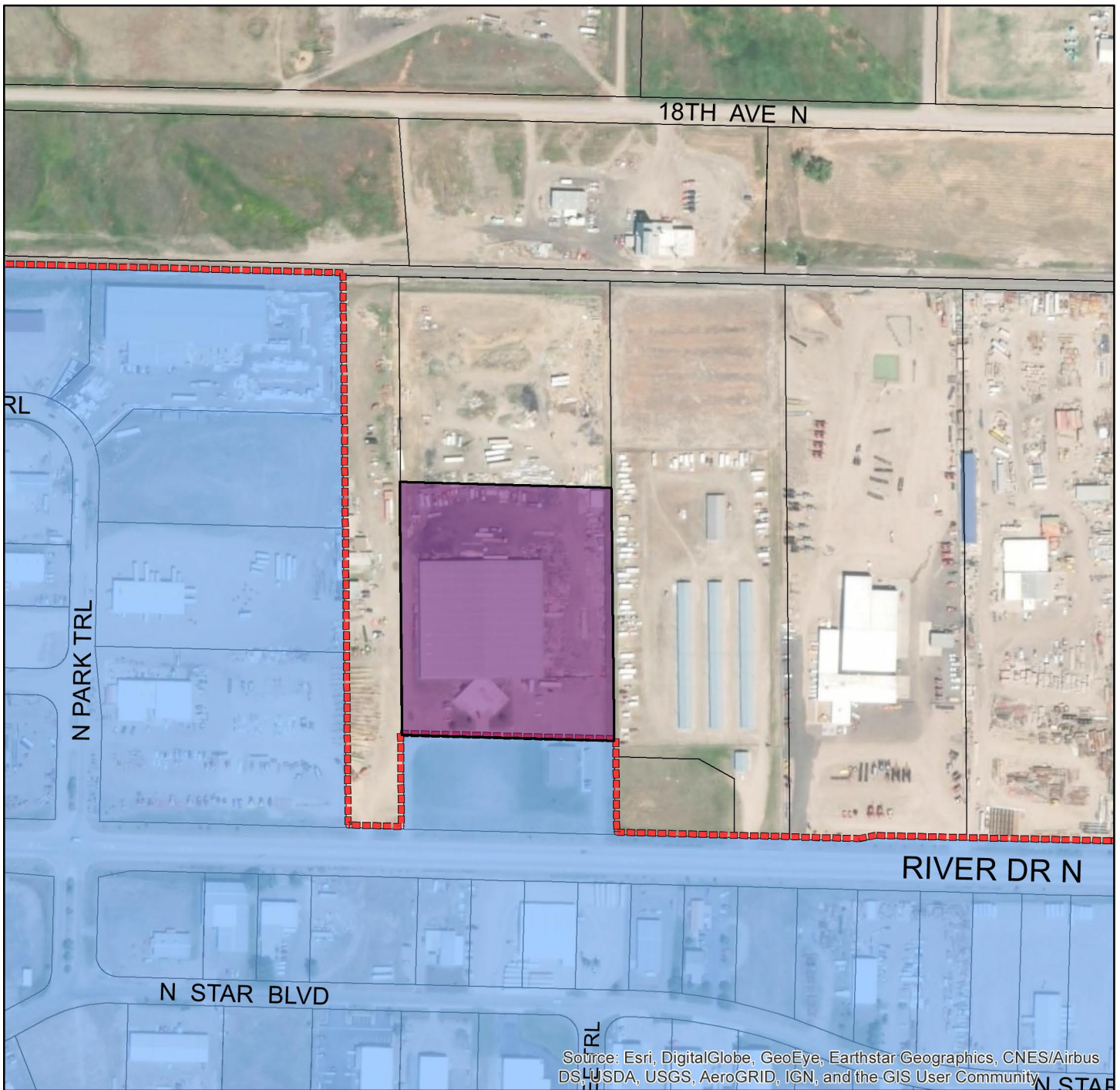
State of Montana    )  
County of Cascade  : ss  
City of Great Falls )

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3195, on the Great Falls Civic Center posting board and the Great Falls City website.




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

(CITY SEAL)

# Ordinance 3195 Exhibit A



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

-  I-2 Heavy Industrial
-  Tracts of Land
-  Ordinance 3195



## FINDINGS OF FACT/BASIS OF DECISION – Zoning Map Amendment

A portion of a tract of land equaling +/- 6.254 acres legally described as Mark 7K, in Section 4, T20N, R4E P.M.M., Cascade County, Montana

### PRIMARY REVIEW CRITERIA:

The basis for decision on zoning map amendments is listed in Official Code of the City of Great Falls §17.16.40.030 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the following criteria:

#### **1. The amendment is consistent with and furthers the intent of the City's growth policy.**

The proposed annexation and application of I-2 Heavy Industrial zoning is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. This project is strongly supported by the Physical portions of the Growth Policy, specifically the goals and principles to encourage a balanced mix of land uses throughout the City.

Additionally, the annexation specifically supports the following goals and policies:

#### Physical – Zoning

- Phy4.2 Implement the City's land use codes to protect the health, safety, and welfare of its residents.
- Phy4.2.5 Promote orderly development and the rational extension of infrastructure and City services.

#### Physical - Efficient Infrastructure

- Phy4.3 Optimize the efficiency and use of the City's public facilities and utilities.
- Phy4.3.2 Plan for the provision of appropriate infrastructure improvements, where needed, to support development.

#### **2. The amendment is consistent with and furthers adopted neighborhood plans, if any.**

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. Upon annexation, the subject properties will be located in Neighborhood Council #4. Due to the timing of the scheduled meetings information has been sent out to the Council members via email for review and comment. To date no comments have been received.

#### **3. The amendment is consistent with other planning documents adopted by the City Commission, including a river corridor plan, transportation plan, and sub-area plans.**

The subject property does not lie within any adopted plan or sub-area planning areas. Since there is no development proposed at this time, consistency review with other planning documents is not necessary at this time.

**4. The code with the amendment is internally consistent.**

The proposed establishment of zoning is not in conflict with any portion of the existing City Code and will be consistent with the adjacent existing zoning. The existing property and building use is permitted within the proposed I-2 Heavy Industrial zoning and is consistent with the surrounding uses as well. The proposal will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish and impair property values in the area.

**5. The amendment is the least restrictive approach to address issues of public health, safety, and welfare.**

There are no existing public health, safety or welfare issues that have been identified for this property. The City Public Works Department has verified that utility capacity is adequate to provide services to the property upon annexation.

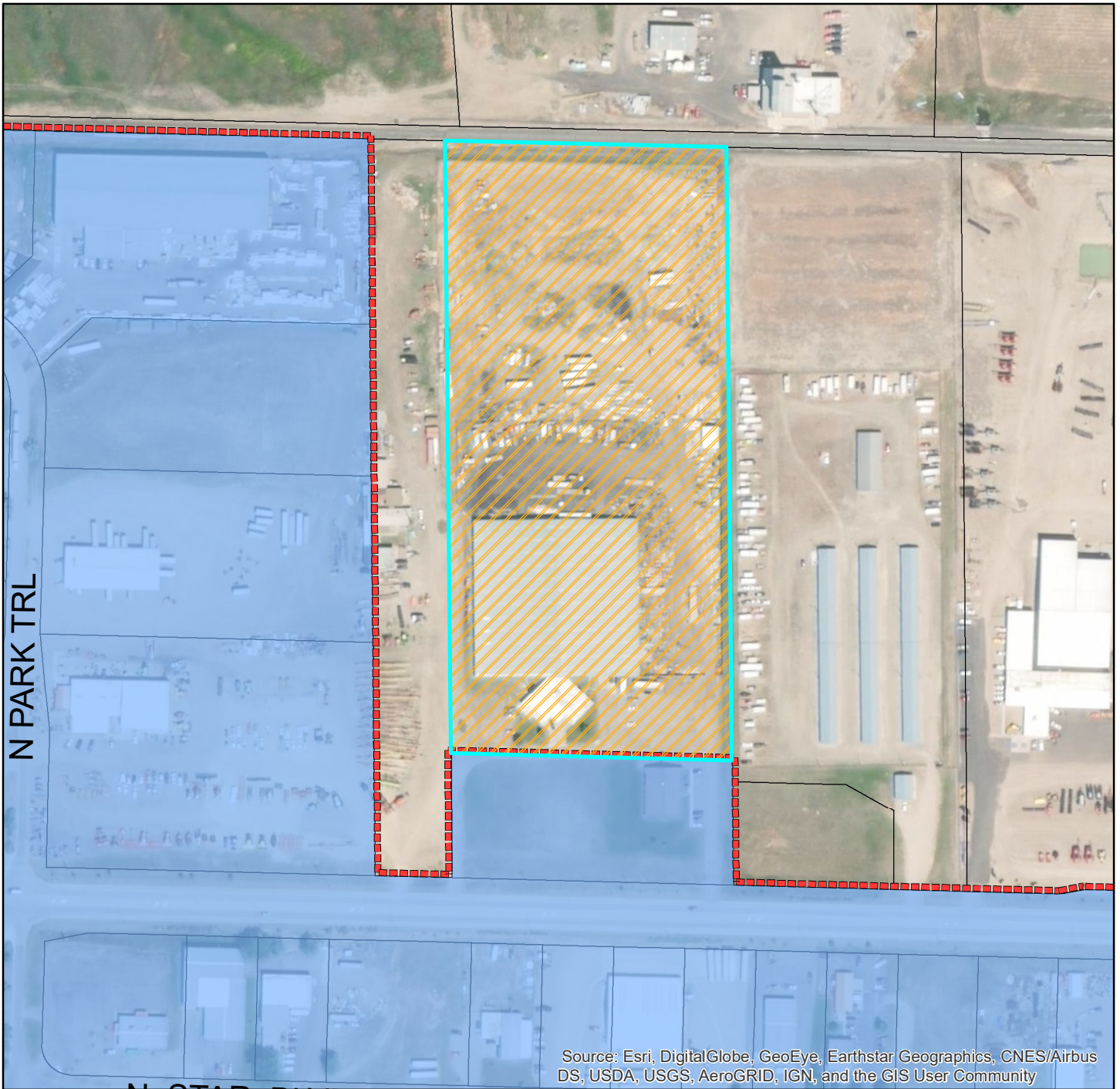
The property that is located to the south is currently in the City limits and is currently receiving law enforcement and fire protection service from the City of Great Falls. Providing these services to the proposed development is expected to be a manageable cost to the City.

**6. The City has or will have the financial and staffing capability to administer and enforce the amendment.**

The City has the financial and staffing capability to enforce the amendment upon approval.



# ZONING MAP



Subject Property



I-2 Heavy Industrial

U Unincorporated Enclave

275 137.5 0 275 Feet



# CERTIFICATE OF SURVEY

RELOCATION OF COMMON BOUNDARY LINES OF TWO TRACTS OF CERTIFICATE OF SURVEY 3693 LOCATED IN GOVERNMENT LOT 2,  
SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA

## PURPOSE

THIS SURVEY IS FILED WITH THE INTENT TO QUALIFY FOR THE EXEMPTION AS FOUND IN SECTION M.C.A. 76-3-207(1)(a) TO WIT: "DIVISIONS MADE OUTSIDE OF PLATTED SUBDIVISIONS FOR THE PURPOSE OF RELOCATING COMMON BOUNDARY LINES BETWEEN ADJOINING PROPERTIES."

## LEGAL DESCRIPTION (PERIMETER)

CERTIFICATE OF SURVEY 3693 LOCATED IN GOVERNMENT LOT 2, SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, PRINCIPAL MERIDIAN MONTANA, CASCADE COUNTY, MONTANA.

## LEGAL DESCRIPTION (TRACT 1)

A PORTION OF LAND LOCATED IN GOVERNMENT LOT 2, SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, PRINCIPAL MERIDIAN MONTANA, MISSOULA COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1 OF CERTIFICATE OF SURVEY 3693, THENCE NO1°06'58"W A DISTANCE OF 778.83 FEET; THENCE S89°09'45"E A DISTANCE OF 475.52 FEET; THENCE S01°12'26"E A DISTANCE OF 778.91 FEET TO A POINT ALONG THE NORTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 87 BYPASS; THENCE N89°09'31"W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 476.76 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 8.51 ACRES, MORE OR LESS.

## LEGAL DESCRIPTION (TRACT 2)

A PORTION OF LAND LOCATED IN GOVERNMENT LOT 2, SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, PRINCIPAL MERIDIAN MONTANA, MISSOULA COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE REMAINDER PARCEL OF CERTIFICATE OF SURVEY 3693, THENCE S01°12'26"E A DISTANCE OF 466.88 FEET; THENCE N89°09'45"W A DISTANCE OF 475.52 FEET; THENCE NO1°06'58"W A DISTANCE OF 465.89 FEET; THENCE S89°16'45"E A DISTANCE OF 474.74 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 5.08 ACRES, MORE OR LESS.

## CERTIFICATE OF SURVEYOR

I, MICHAEL SHAYLOR, PROFESSIONAL LAND SURVEYOR, HEREBY STATE THAT THIS CERTIFICATE OF SURVEY REPRESENTS A SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION DURING THE MONTH OF SEPTEMBER 2018; THAT SAID SURVEY IS TRUE AND COMPLETE AS SHOWN AND THAT MONUMENTS FOUND AND SET ARE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN HEREON.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

BY: MICHAEL SHAYLOR, PLS  
MONTANA REGISTRATION NO. 19110

## CERTIFICATE OF COUNTY TREASURER

I, \_\_\_\_\_, COUNTY TREASURER OF CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS COVERING THE AREAS INCLUDED IN THE ACCOMPANYING CERTIFICATE OF SURVEY AND FIND THAT THE TAXES ON THE SAME HAVE BEEN PAID FOR THE LAST FIVE YEARS.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

BY: \_\_\_\_\_  
CASCADE COUNTY TREASURER

## CERTIFICATE OF OWNER(S)

THE UNDERSIGNED CERTIFIES THAT THE PURPOSE OF THIS SURVEY IS TO RELOCATE COMMON BOUNDARIES BETWEEN ADJOINING PARCELS, AND THAT NO ADDITIONAL PARCELS ARE CREATED; THEREFORE, THIS SURVEY IS EXEMPT FROM REVIEW PURSUANT TO SECTION 76-3-207(1)(a) M.C.A. TO WIT: "DIVISIONS MADE OUTSIDE OF PLATTED SUBDIVISIONS FOR THE PURPOSE OF RELOCATING COMMON BOUNDARY LINES BETWEEN ADJOINING PROPERTIES."

THE UNDERSIGNED FURTHER CERTIFIES THAT THIS DIVISION OF LAND IS EXCLUDED FROM REVIEW BY THE MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO ARM 17.36.605(2)(b) TO WIT: "A PARCEL THAT HAS A PREVIOUS APPROVAL ISSUED UNDER TITLE 76, CHAPTER 4, PART 1, MCA, IF: (i) NO FACILITIES OTHER THAN THOSE PREVIOUSLY APPROVED EXIST OR WILL BE CONSTRUCTED ON THE PARCEL; AND (ii) THE DIVISION OF LAND WILL NOT CAUSE APPROVED FACILITIES TO DEVIATE FROM THE CONDITIONS OF APPROVAL, IN VIOLATION OF 76-4-130, MCA."

TALCOTT HOLDINGS, INC.

SS \_\_\_\_\_ DATE \_\_\_\_\_

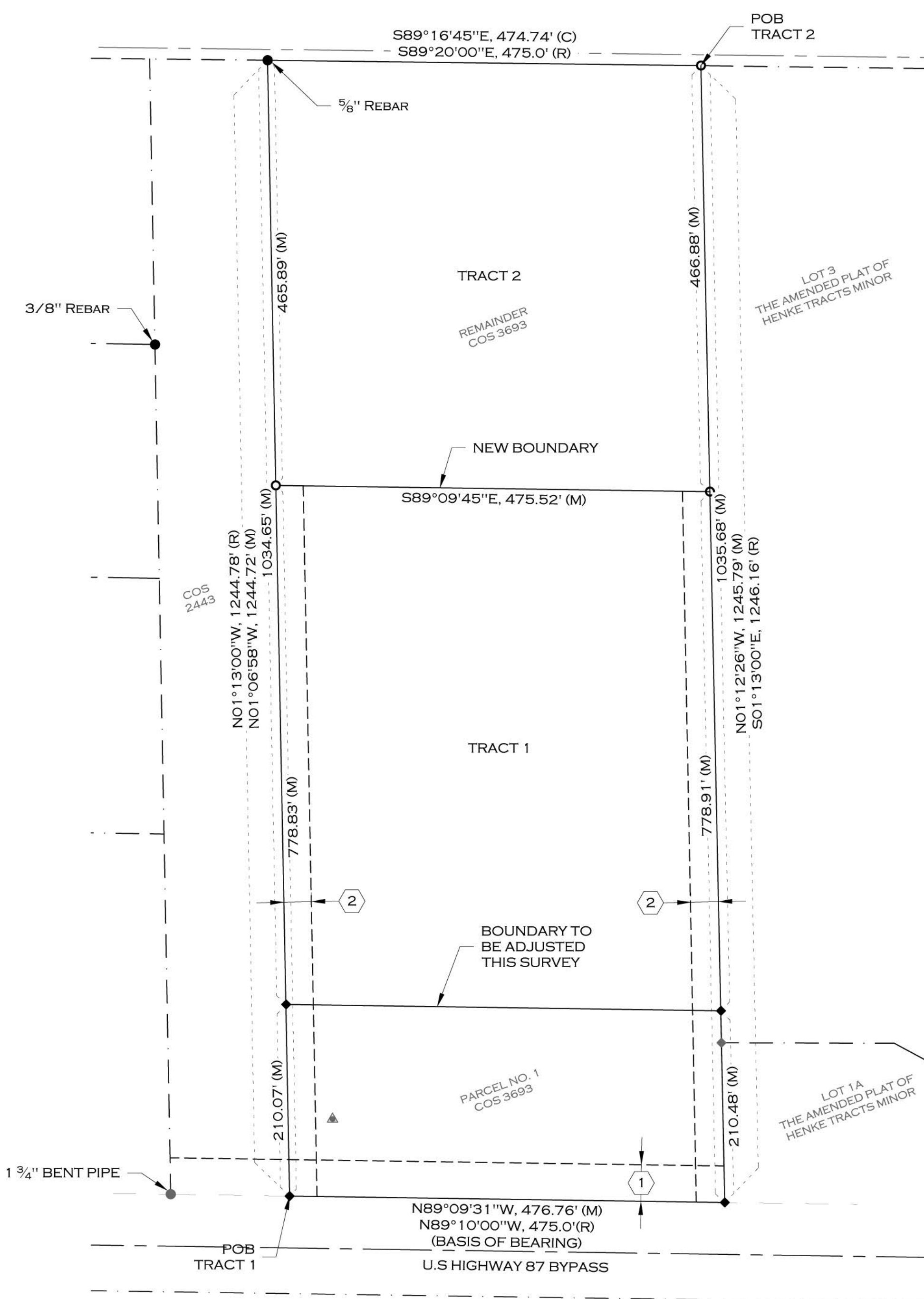
FOR AN ACKNOWLEDGEMENT IN A REPRESENTATIVE CAPACITY:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_, BY \_\_\_\_\_ AS \_\_\_\_\_ TYPE OF AUTHORITY FOR TALCOTT HOLDINGS, INC.

SS \_\_\_\_\_



## LEGEND

- EXISTING BOUNDARY
- - - EXISTING ADJOINER
- - - EXISTING EASEMENT
- - - EXISTING RIGHT-OF-WAY
- - - EXISTING CENTERLINE
- SET 5/8" X 24" REBAR W/ 2" AC MK'D "SHAYLOR 19110"
- ◆ FOUND 5/8" REBAR W/ PLASTIC CAP "BABB LS 11699"

## KEY NOTES

- ① 40' PUBLIC UTILITIES EASEMENT PER CERTIFICATE OF SURVEY 3693
- ② 30' INGRESS/EGRESS AND UTILITY EASEMENT ACROSS TRACT 1 FOR THE BENEFIT OF TRACT 2



0 100  
1" = 100'

BASIS OF BEARING:  
MONTANA STATE PLANE - 2500  
GRID NORTH - GROUND DISTANCES

VERTICAL DATUM  
NAVD88

	1/4	SECTION	TOWNSHIP	RANGE	PRINCIPAL MERIDIAN MONTANA CASCADE COUNTY, MONTANA WEI JOB#: 1818 DATE: 11/19/2018 FILENAME: COS_MS.DWG SHEET 1 OF 1
	<input type="checkbox"/>	4	20N	4E	
	<input type="checkbox"/>				



**Item:** Resolution of Intent 10275, Intention to Vacate 1st Alley South within Block 354, Great Falls Original Townsite

**From:** Brad Eatherly, Planner I

**Initiated By:** Montana Federal Credit Union

**Presented By:** Erin Borland, Planner II, Planning and Community Development

**Action Requested:** City Commission adopt Resolution of Intent 10275.

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**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (adopt/deny) Resolution of Intent 10275, and set a public hearing for January 15, 2019."

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

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**Summary:**

The applicant, Montana Federal Credit Union through its CEO and President Steve King, has submitted an application for a petition to vacate 1st Alley South within Block 354 of the Great Falls Original townsite.

**Background:**

This Resolution of Intent for vacation of an alley is spurred by recent construction that is taking place as Montana Federal Credit Union works to expand their bank office building located at 15 14th Street South. On October 9, the City's Design Review Board approved the project, which allows for an expansion of the building comprising 13,992 sq. ft. on the ground floor with another 6,620 sq. ft. for the second floor. This project has since received a building permit and is under construction.

During staff discussions with the consultant about this project, it was noted that the Credit Union owns property on both sides of the alley. The western portion of the alley (approximately 300 lineal feet) was vacated in 1920. This leaves approximately 76 feet of remaining alley length that was retained by the City of Great Falls. Since the Credit Union now owns all property north of the alley, including the lot north of the 76 foot alley section, the applicant asked the City about vacating the remaining section. Specifically, the City recommends in favor of the applicant's request subject to the applicant reserving a 20-foot wide easement for access to existing utilities.

According to Section 7-3-4448, Montana Code Annotated (M.C.A), the owner must file a request for the intent to vacate any right of way. City staff must then present a Resolution of the Intent to Vacate such right of way to the City Commission. If adopted, the next step would be for the Commission to set a date for a public hearing regarding the vacation of the right of way. M.C.A. requires a petition to be sent to each of the owners abutting the right of way property. Unless 51 percent of the affected property owners object to the proposed vacation, the Commission may, by ordinance, declare such vacation. Staff notes that the applicant is the only property owner on either side of the right of way.

**Fiscal Impact:**

If the Commission decides to vacate the right of way, the City will no longer have to perform maintenance for the small section of the alley.

**Alternatives:**

Due process requires that the City Commission hold a public hearing whether or not the project is approved. This action is simply a preliminary step towards the notification and hearing process.

**Concurrences:**

Representatives from the City's Public Works and Fire Departments have been notified of the Intent to Vacate the alley and have no objections to the request.

ATTACHMENTS:

- ▣ Resolution 10275
- ▣ Exhibit A
- ▣ Owner's request

RESOLUTION 10275

A RESOLUTION OF INTENTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO VACATE 1<sup>ST</sup> ALLEY SOUTH WITHIN BLOCK 354, GREAT FALLS ORIGINAL TOWNSITE, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-3-4448, MONTANA CODE ANNOTATED AND DIRECTING NOTICE TO BE GIVEN AS PROVIDED BY LAW

\* \* \* \* \*

WHEREAS, the subdivision plat of the Great Falls Original Townsite dedicated a twenty (20) foot wide right-of-way for 1<sup>st</sup> Alley South within Block 354; and

WHEREAS, Montana Federal Credit Union owns the properties on both sides of said right-of-way and has submitted a petition to have said 1<sup>st</sup> Alley South vacated; and

WHEREAS, it is determined retention of 1<sup>st</sup> Alley South within Block 354 for access by the public is not needed and an easement will suffice to accommodate public and private utilities, both buried and overhead, existing in the Alley; and

WHEREAS, an Amended Plat of Lots 7-8A, Block 354, Great Falls Original Townsite as well as the vacated right-of-way, shall be prepared which reflects the requested vacated right-of-way.

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

That Tuesday, the 15<sup>th</sup> day of January, 2019, at 7:00 P.M. in the Commission Chambers of the Civic Center, Great Falls, Montana, is hereby set as the time and place at which the City Commission shall hear all persons relative to the proposed vacation of 1<sup>st</sup> Alley South within Block 354, Great Falls Original Townsite; and

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that the City Clerk of the City shall forthwith cause notice of this Resolution to be: (1) published in the Great Falls Tribune, the newspaper published nearest such land, and (2) posted to the Great Falls Civic Center posting board and the Great Falls City website.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 18<sup>th</sup> day of December, 2018.

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

ATTEST:

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

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Sara Sexe, City Attorney

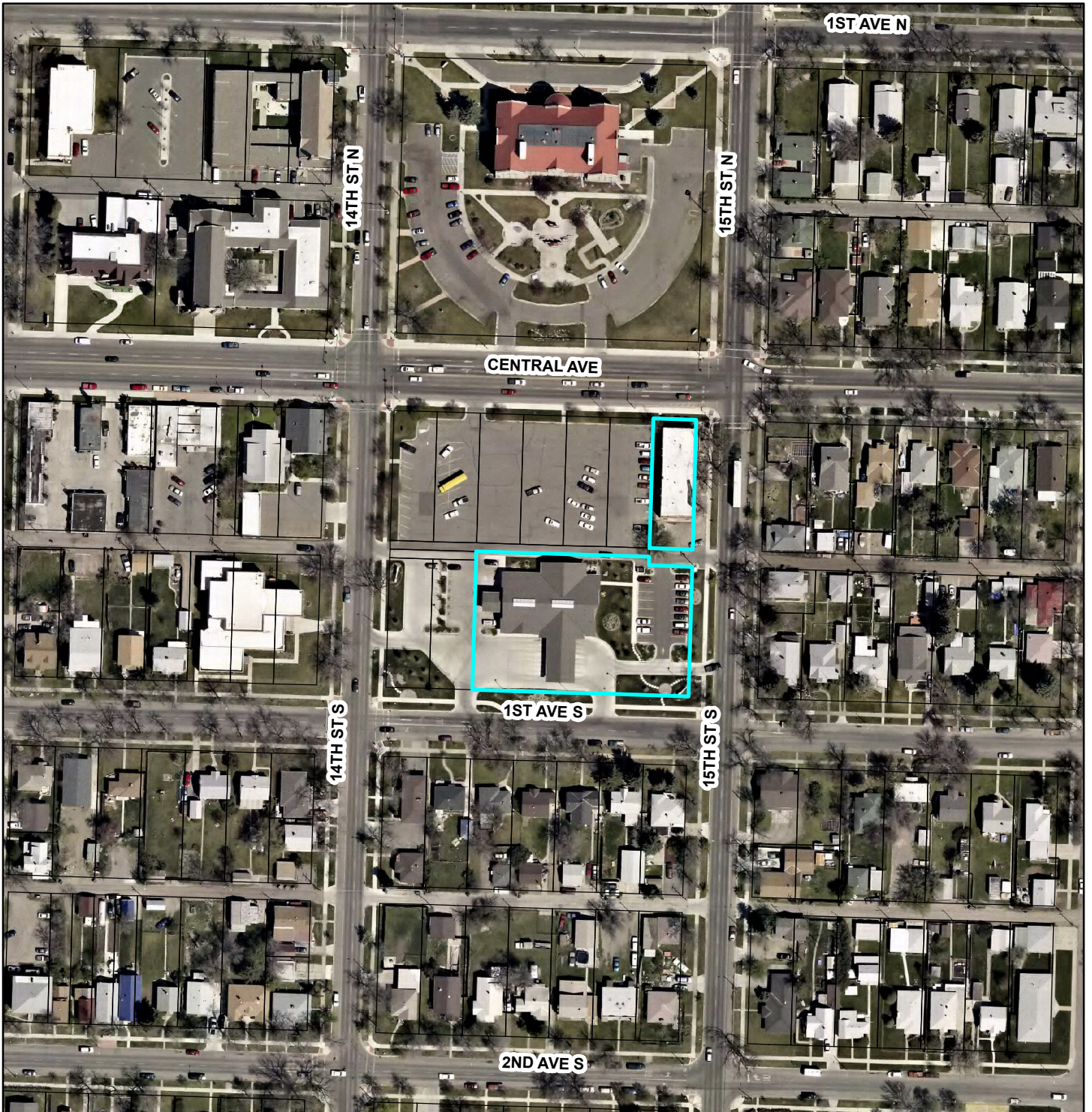
State of Montana    )  
County of Cascade  : ss  
City of Great Falls )


I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the City Commission, Resolution 10275 on the Great Falls Civic Center posting board and the Great Falls City website.

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

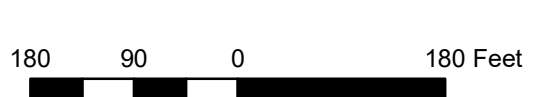
(CITY SEAL)

# Exhibit A



 Subject Property

CityStreets





**PETITION**

November 1, 2018

Mayor Bob Kelly & City Commissioners  
City of Great Falls  
P.O. Box 5021  
Great Falls, MT 59403

Re: Vacate a portion of the alley between Central Avenue and 1<sup>st</sup> Avenue at 15<sup>th</sup> Street.

We, the undersigned, are asking the City Commission of the City of Great Falls to vacate a portion of the alley between Lot 7 and the congregated Lot 8-12 that is located between Central Avenue and 1<sup>st</sup> Avenue South, and between 14<sup>th</sup> Street and 15<sup>th</sup> Street. The procedure to vacate streets is outlined in the Montana Code Annotated 7-3-4448 and requires a petition in writing of at least the Owners of the lots on the street or alley; and approval by a majority vote of the council. The undersigned represent 100% of the Owners.

The alley describe is at Great Falls First Addition, Range R04 E, Township T20N, Section S07, Block 354 and located between Lot 7 and congregated Lot 8-12, both owned by Montana Federal Credit Union. The remainder of this alley of Block 354 has previously been vacated between Lots 1-6 and Lots 9-14, see attached drawing.

We appreciate your consideration in this matter.

Owners:

Signature:

Date:

Montana Federal Credit Union

  
Steve King, CEO/President

11/2/18