



**Item:** Amended Memorandum of Understanding for Sanitary Sewer Installation in the First Broadway Addition to North Great Falls, O. F. 1658.1

**From:** Engineering Division

**Initiated By:** Public Works Department

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

**Action Requested:** Approve Amended Memorandum of Understanding

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**Suggested Motion:**

1. Commissioner moves:

“I move the City Commission approve the amended memorandum of understanding (MOU) with Cascade County for sanitary sewer main installation in the Sixth Avenue right-of-way of the First Broadway Addition to North Great Falls, for the CMATP Sanitary Sewer Extension, O.F. 1658.1, and authorize the City Manager to execute the agreement.

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

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**Staff Recommendation:** Approve the amended memorandum of understanding with Cascade County.

**Background:**

Significant Impacts

This MOU will provide a route within a platted Cascade County right-of-way to install the first 406 feet of a sanitary sewer main which will serve the Central Montana Agricultural Technology Park (CMATP). In the immediate future, this sewer main will serve the ADF International steel fabrication plant.

The City Commission approved the original MOU on September 3, 2013. In subsequent discussion, it was found that Cascade County preferred to modify and add some clauses to the agreement. The MOU has been amended to reflect these changes and is attached. Since the changes were more than just typographic in nature, it was determined that Commission would need to approve the amended MOU.

Citizen Participation

The CMATP and adjacent areas have no private residences, although Neighborhood

Council 3 and the public in general have commented favorably upon industrial development in this area. The Tax Increment Finance application which will fund this sewer project was approved by the Planning Advisory Board and the City Commission, at which times the public had opportunities to comment. ADF, Malteurop, and Dali LLC have been informed on the progress of the project.

#### Workload Impacts

TD&H completed the project design and is assisting with contract administration duties. City Engineering staff reviewed the plans and specifications, and is handling project inspection and some contract administration duties.

#### Purpose / Project Work Scope

This MOU will allow for the installation of the sewer main on this County property. This is the standard procedure for installing City utilities within undeveloped County rights-of-way. For example, this process was used for the Montana Eggs utility extension project. This County right-of-way is located between the west edge of Black Eagle Road and Lot 2 of the Malteurop property. Most of it is within the malt plant security fence.

#### Evaluation and Selection Process

The document is a two-party agreement between the City of Great Falls and Cascade County. The County Commission is in the process of approving this MOU. The MOU does not obligate the City to anything that would not normally be required by City policy and State law.

#### **Fiscal Impact:**

The amended MOU does not obligate the City to additional financial expense.

#### **Alternatives:**

The City Commission could vote to deny approval of the amended MOU. This would force the redesign and relocation of the sewer main to a more expensive route and delay construction.

#### **Attachments/Exhibits:**

Memorandum of Understanding

# MEMORANDUM OF UNDERSTANDING

Between Cascade County and City of Great Falls

**WHEREAS** the City is undertaking a project to extend utility service to the Central Montana Agricultural Technology Park (CMATP), located in the International Malting Company, LLC Addition, which is currently being developed for the ADF International steel fabrication facility and other industrial development; and

**WHEREAS** the ADF International and other businesses will provide additional employment and tax base for Cascade County and north central Montana, and serve as an example of community support for industrial development; and

**WHEREAS** utility service are necessary to allow such development opportunities to come to fruition; and

**WHEREAS** the northernmost avenue, names Sixth Avenue on the plat of the First Broadway Addition to North Great Falls, a platted but undeveloped public right-of-way within Cascade County that connects Black Eagle Road to Lot 2 of the International Malting Company, LLC Addition which hosts the Malteurop barley malting plant would be a desirable route for the sanitary sewer main to serve the CMATP and beyond;

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties hereby agree as follows:

1. Cascade County will allow the City to install a sanitary sewer main within the Sixth Avenue right-of way between Black Eagle Road and said Lot 2.
2. City shall coordinate all work hereunder through Cascade County Public Works Director Brian Clifton, or his designee.
3. City agrees to use licensed, bonded, and insured contractors and/or employees to perform all work under this Agreement and to indemnify and hold Cascade County harmless from all damage to Cascade County property, employees, agents and assigns resulting from the performance of City employees, agents, contractors and all other persons hereunder.

4. The City will restore the Sixth Avenue right-of-way to its original grade, control weeds, repair any damage that occurs as a result of failure of repair work to the line, and reestablish surfacing and vegetation to arrest erosion as soon as possible upon the completion of construction.
5. After the sanitary sewer main is installed, at such time that property adjacent to Sixth Avenue receives sanitary sewer service and is annexed to the City, the City shall also annex the portion of Sixth Avenue adjacent to the annexed property as permitted by State law and City policy.
6. This Agreement represents the entire agreement of the parties pertaining to the cooperative use of resources and superseded any and all prior agreements or negotiations concerning the subject of this Agreement. This Agreement may not be modified in any manner unless said modification is reduced to writing and executed by both parties.
7. City and County mutually assent to the terms of this Agreement and have signed this Agreement on the day and year set forth below.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2013

**City of Great Falls:**

(SEAL & ATTEST)

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

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

REVIEWED FOR LEGAL CONTENT:

By \_\_\_\_\_  
Sara R. Sexe, City Attorney

STATE OF MONTANA )  
County of Cascade :ss  
City of Great Falls )

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public in and for the State of Montana, personally appeared Gregory T. Doyon and Sara R. Sexe, know to me to

be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public for the State of Montana  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Cascade County:**

BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA

\_\_\_\_\_  
Joe Briggs, Chairman

\_\_\_\_\_  
Bill Salina, Commissioner

\_\_\_\_\_  
Jane Weber, Commissioner

**Attest**

On this \_\_\_\_ day of \_\_\_\_\_, 2013, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

\_\_\_\_\_  
Rina Fontana Moore, Clerk and Recorder