

**A G E N D A   R E P O R T**

**DATE** Sept. 4, 2007

**ITEM:** AGREEMENT: GREAT FALLS COMMUNITY ICE FOUNDATION  
UTILITY EXTENSIONS

**INITIATED BY:** PUBLIC WORKS DEPARTMENT

**ACTION REQUESTED:** APPROVE AGREEMENT

**PRESENTED BY:** JIM REARDEN, PUBLIC WORKS DIRECTOR

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**RECOMMENDATION:**

Staff recommends the Agreement be approved.

**MOTION:**

“I move the Agreement between the City of Great Falls and the Great Falls Community Ice Foundation concerning cost sharing and responsibilities for the extension of City Utilities be approved and the City Manager be authorized to sign the agreement.”

**SYNOPSIS:**

This Agreement provides for an agreement between the City of Great Falls and the Great Falls Community Ice Foundation regarding Public Utility extensions.

**BACKGROUND:**

The Great Falls Community Ice Foundation has submitted an annexation application for a proposed ice skating facility. The extension of municipal facilities is required to serve the area and the development. This Agreement outlines the responsibilities and cost sharing involved with the water main and sanitary sewer extensions. The current need for the utilities is to serve the development with the long term benefits of serving the entire area.

The Great Falls Community Ice Foundation development is located on Gore Hill southwest of the Flying J Travel Plaza along the east side of 29<sup>th</sup> Street SW, just south of 38<sup>th</sup> Avenue SW. The annexation of the Great Falls Community Ice Foundation project is currently in process and is expected to go before the Commission on September 18, 2007.

The utility extensions are designed and construction is intended to begin in the fall of 2007.

The Great Falls Community Ice Foundation is the Developer of this project and will pay to have the utilities installed into their development site. The City will reimburse the Great Falls Community Ice Foundation for the utility installation. The total financial impact to the City is approximately \$400,000 of which \$250,000 is reprogrammed from Utility Funds. The City will be partially reimbursed for the cost of the water main and sewer main as adjacent properties are annexed to the City.

AGREEMENT  
Between  
THE CITY OF GREAT FALLS  
And  
THE GREAT FALLS COMMUNITY ICE FOUNDATION

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2007 between the City of Great Falls (hereinafter called City) and The Great Falls Community Ice Foundation, (hereinafter called Owner).

**WHEREAS**, Owner wishes to develop and annex to the City a portion of land situated in the “W1/2 SE1/4 of Section 21, T20N., R.3E., M.P.M. Cascade County, Montana.” The proposed name of the subdivision, after annexation, is the “Flying J Travel Plaza Addition, Phase II.”

**Now, therefore the parties agree to the following conditions:**

1) Owner agrees to furnish and install approximately 1,262 lineal feet of 8 inch diameter gravity sewer main and 588, 641 and 275 lineal feet of 8, 12 and 16 inch diameter water main, respectively, with appurtenances.

2) City agrees to pay Owner for the cost of the utilities installed to a maximum of \$400,000. Payment shall be per actual costs incurred on the project and as detailed later in this agreement.

3) The water main and sewer main to the Ice Foundation site will service future property owners along each side of the project. The method for reimbursement to the City for any other land owners wishing to annex and connect to either the watermain or the sanitary sewer shall be addressed in the annexation agreement. The owner agrees to waive it's rights to future reimbursements.

4) The Owner is to hire a Registered Professional Engineer to design the complete water and sanitary sewer systems. The Professional Engineer is to survey, prepare easements and design the entire project, which will include but not be limited to topographic elevations, property lines, right-of-way, existing easements and future easements as required for watermain and sanitary sewer main installation. Design & Specifications approval will be required by the City and the State of Montana Water Quality Bureau. City Engineering will perform inspection and compaction testing on the project with costs to perform these services paid by the City. The inspection will be performed on a full time basis for the duration of the project. Project time is estimated to be 45 working days for the watermain installation and 30 days for the sanitary sewer main installation.

5) The Owner is the sponsor of the watermain and sewer extensions with the City funding 100% of the utilities, but not to exceed \$400,000. The City needs reasonable assurance that the projects will be installed at a fair and reasonable price. In order to determine a “reasonable price”, the following process is suggested:

The City has in its possession historical estimates for projects prior to and after construction which will provide one estimate for the entire project. Glacier Engineering will also provide an estimate of project costs for water and sanitary sewer installations. The contractor will also provide an estimate of the proposed work scope. The project cost to be determined based upon composite of the three estimates and acceptance of the construction plans.

6) City and Owner will jointly review each contractor progress payment to verify work performed. City will then wire transfer agreed upon amount to Owner.

7) All future reimbursements received from third parties located along the utilities shall be to the City.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as the last written date above.

**SIGNED:**

\_\_\_\_\_  
John W. Lawton, City Manager

\_\_\_\_\_  
Andrea Hedges, President

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**ATTEST:**

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

(Seal of City)

**APPROVED AS TO FORM:**

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David V. Gliko, City Attorney