



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
May 04, 2021
7:00 PM**

UPDATES CONCERNING PROCESS OF MEETINGS

In order to honor the Right of Participation and the Right to Know (Article II, Sections 8 and 9 of the Montana Constitution), the City of Great Falls and City Commission are making every effort to meet the requirements of open meeting laws:

- Effective May 4, 2021 City Commission members and City staff will be attending the meeting in person.
- The agenda packet material is available on the City's website: <https://greatfallsmt.net/meetings>. The Public may view and listen to the meeting on government access channel City-190, cable channel 190; or online at <https://greatfallsmt.net/livestream>.
- Public participation is welcome in the following ways:
 - Attend in person. Please refrain from attending in person if you are not feeling well. Masks will be required in the Commission Chambers and the City will be following current COVID-19 directives from the Public Health Officer.
 - Provide public comments via email. Comments may be sent via email before 12:00 PM on Tuesday, May 4, 2021, to: commission@greatfallsmt.net. Include the agenda item or agenda item number in the subject line, and include the name and address of the commenter. Written communication received by that time will be shared with the City Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and, will be so noted in the official record of the meeting.
 - Call-in. The public may call in during specific public comment periods at [406-761-4786](tel:406-761-4786). All callers will be in a queued system and are asked to remain on hold and be patient. Calls will be taken in the order in which they are received. Callers will be restricted to customary time limits. This is a pilot service to test the feasibility of expanded public participation by phone. We ask for your patience in the event there are technical difficulties.
 - If you are unable to attend in person or submit written comments via mail or email, contact the City Clerk's Office.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

PROCLAMATIONS

Missing and Murdered Indigenous Women Awareness Day

MILITARY UPDATES

1. Miscellaneous reports and announcements from Malmstrom Air Force Base.

PETITIONS AND COMMUNICATIONS

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

NEIGHBORHOOD COUNCILS

3. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

4. Appointment to the Parking Advisory Commission.
5. Appointment to the Great Falls Planning Advisory Board/Zoning Commission.
6. Appointment to the Tourism Business Improvement District Board.
7. Appointment to the Park and Recreation Board.
8. Miscellaneous reports and announcements from Boards and Commissions.

CITY MANAGER

9. Miscellaneous reports and announcements from City Manager.

CONSENT AGENDA

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

10. Minutes, April 20, 2021, City Commission Meeting.
11. Total Expenditures of \$2,004,515 for the period of April 8, 2021 through April 21, 2021, to include claims over \$25,000, in the amount of \$1,537,444.
12. Contracts List.
13. Award a contract in the amount of \$166,574 to Shumaker Trucking & Excavating Contractors, Inc., for the 22nd Avenue South Detention Pond Upgrades, and authorize the City Manager to execute the construction contract documents.
14. Approve the 2020/2021 Community Development Block Grant - CV Agreement by and between the City of Great Falls and Community Health Care Center d/b/a Alluvion Health in the amount of \$185,725 for the purchase of a Mobile Medical Clinic to provide public services such as vaccination distribution, COVID testing, and other health related services in response to the current Coronavirus Pandemic.
15. Approve the 2020/2021 Community Development Block Grant Agreement by and between the City of Great Falls and the Great Falls Housing Authority in the amount of \$300,000 for the existing elevator modernization at Austin Hall.

Action: Approve Consent Agenda as presented or remove items for separate discussion and/or vote by any Commission member.

PUBLIC HEARINGS

16. CDBG & HOME Grant/Community Needs Public Hearing. *Action: Conduct a public hearing. (Presented by Craig Raymond)*
17. Resolution 10398, Request from STSA Partners to use Downtown Urban Renewal District Tax Increment Financing (TIF) funds for the cost of construction of temporary sidewalk and reconstruction of a public sidewalk and curb of The Newberry Event & Concert Hall for the building addressed as 420 Central Avenue; as well as consideration of Alternative Resolution 10398, which reflects the applicant’s full request. *Action: Conduct a public hearing and adopt or deny Res. 10398. (Presented by Craig Raymond)*
18. Ordinance 3227, Amending Title 5, Chapter 2, Section 010 of the Official Code of the City of Great Falls (OCCGF), Pertaining to Safety Inspection Certificates. *Action: Conduct a public hearing and adopt or deny Ord. 3227. (Presented by Sara R. Sexe)*
19. Resolution 10392, Amending section (4)C of Resolution 10375 establishing the rates, fees and penalties associated with title 10 of the Official Code of the City of Great Falls (OCCGF) pertaining to the City’s parking system. *Action: Conduct a public hearing and adopt or deny Res. 10392. (Presented by Craig Raymond)*

OLD BUSINESS

NEW BUSINESS

ORDINANCES / RESOLUTIONS

20. Ordinance 3228, Establishing authority to levy assessments to pay costs of City of Great Falls Park District Number 1. *Action: Adopt or deny Ord. 3228. (Presented by Melissa Kinzler)*
21. Resolution 10406, Authorizing the issuance and private negotiated sale of up to \$10,000,000 Special Park District Bonds, Series 2021 (Taxable), Subject to the terms and limitations set forth herein; and authorizing the City Manager and Finance Director to enter into a bond purchase agreement with respect thereto. *Action: Adopt or deny Res. 10406. (Presented by Melissa Kinzler)*

CITY COMMISSION

22. Miscellaneous reports and announcements from the City Commission.
23. Commission Initiatives.
24. Legislative Initiatives.

ADJOURNMENT

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

Assistive listening devices are available for the hard of hearing, please arrive a few minutes early for set up, or contact the City Clerk’s Office in advance at 455-8451. Wi-Fi is available during the meetings for viewing of the online meeting documents.

Commission meetings are televised on cable channel 190 and streamed live at <https://greatfallsmt.net>. City Commission meetings are re-aired on cable channel 190 the following Wednesday morning at 10 am, and the following Tuesday evening at 7 pm.



Commission Meeting Date: May 4, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Appointment to the Parking Advisory Commission
From: City Manager’s Office
Initiated By: City Commission
Presented By: City Commission
Action Requested: Appoint one member to the Parking Advisory Commission

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (appoint/not appoint) Barbara Nutter to the Parking Advisory Commission for the remainder of a three-year term through April 30, 2022.”

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

Commission/Board Recommendation:

The Parking Advisory Commission reviewed Ms. Nutter’s application and held an interview session with her during their meeting on April 15, 2021 and recommended appointing her to the remainder of a three-year term.

Summary:

Thaddeus Reiste was appointed to the Parking Advisory Commission on February 5, 2019 with a term expiring April 30, 2022. Mr. Reiste resigned in February 2020. Staff began advertising for the vacancy on the City’s Website and through the local media. One application has been received.

Background:

The Parking Advisory Commission is comprised of five members appointed by the City Commission. The Commission advises the City Commission, City Manager, and Planning and Community Development Staff on matters related to parking issues within the Parking Districts.

Current Members:

Becky Sullivan	3/17/2020 – 4/30/2023
Kellie Pierce	10/9/2017 – 4/30/2022
Katie Hanning	8/15/2017 – 4/30/2022
Katie Batterbee	8/4/2020 – 4/30/2023

Resigned member:

Thaddeus Reiste

2/5/2019 – 4/30/2022 (Resigned 2/12/20)

Interested Citizen:

Barbara Nutter

Alternatives:

Commission could ask staff to continue advertising for other citizen interest.

Attachments/Exhibits:

Application from Barbara Nutter



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

Agenda #4.

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: Parking Advisory Commission		Date of Application: February 20, 2021
Name: Barbara Nutter		
Home Address: 524 5 th Avenue South Great Falls, MT 59405		Email address: nbpbsc@cs.com
Home Phone: 406-453-1068	Work Phone: 406-315-8083	Cell Phone: 406-231-8434
Occupation: Museum Director		Employer: Karpeles Manuscript Library Museum
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: I worked for meter enforcement for 8 years.		
Educational Background: Associate of Applied Science in Accounting - May 2020 Associate of Arts - May 2021		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: 4-H Leader - The Salvation Army Emergency Services Rescue Mission		
Previous and current public experience (elective or appointive): none		
Membership in other community organizations: none		

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 worked in meter enforcement & cashier in the parking garage for 8 years. I feel I have a good understanding of the parking issues in downtown.

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

See above please

Additional comments:

I feel I can be an asset to this board as I understand the issues they deal with.

Signature

Barbara Nutter

Date:

February 20, 2021

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



Commission Meeting Date: May 4, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Appointment to the Great Falls Planning Advisory Board/Zoning Commission

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Appoint one member to the Great Falls Planning Advisory Board/Zoning Commission.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission appoint _____ to the Great Falls Planning Advisory Board/Zoning Commission for the remainder of a three-year term through December 31, 2022."

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

Summary: Laura Vukasin recently submitted her resignation as she has moved out of city limits making her ineligible to continue serving on the Board. Staff began advertising to replace Ms. Vukasin in February. The City received applications from Richard Cornellier and Pat Green. PCD Deputy Director Micuda spoke to both candidates to give them background and responsibilities for each of the boards. Mr. Green initially applied for the Board of Adjustment/Appeals. After better understanding the roles for each board Mr. Green decided he would like to also be considered for the Planning Board. Planning Board reviewed the applicants during their meeting on April 27, 2021 and recommended appointing Mr. Green.

Background:

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 seven citizen members appointed by the City Commission; and, 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.

Current Board Members:

Kelly Buschmeyer	1/1/2019 – 12/31/2021
Charles Pankratz	6/20/2017 – 12/31/2022
Samantha Shinaberger	1/1/2019 – 12/31/2021
Dave Bertelsen	8/15/2017 – 12/31/2021
Lindsey Bullock	3/2/2021 – 12/31/2023
Tory Mills	3/6/2018 – 12/31/2023

Resigning Member:

Laura Vukasin	1/7/2020 – 12/31/2022
---------------	-----------------------

Applications from Interested Citizens:

Richard Cornellier
Pat Green

Alternatives: City Commission could choose not to appoint at this time and direct staff to advertise for the vacancy.

Concurrences: During the Planning Board meeting on April 27, 2021, the Board recommended appointment of Mr. Green.

Attachments/Exhibits:

Applications



**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: <i>Planning Advisory Board</i>		Date of Application: <i>Mar 8, 2021</i>
Name: <i>Richard Cornellier</i>		
Home Address: <i>108 13th Ave S Great Falls, MT 59405</i>		Email address: <i>chiefw4@protonmail.com</i>
Home Phone:	Work Phone:	Cell Phone: <i>(406) 799-1706</i>
Occupation: <i>Retired</i>		Employer:
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: <i>SEE ATTACHED RESUME</i>		
Educational Background:		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: <i>NONE IN GREAT FALLS</i>		
Previous and current public experience (elective or appointive): <i>NONE</i>		
Membership in other community organizations: <i>SEE RESUME</i>		



RICHARD CORNELIER

108 13th Ave S. Great Falls, MT 59405

(406) 799-1706

Chiefw4@protonmail.com

PROFESSIONAL SUMMARY

Highly experienced manager who grasps the big picture of an organization and can set tangible, achievable goals, implement those ideas and see beneficial results for the entire organization.

BOARD EXPERIENCE

Lion Gate Ministries, Kannapolis, NC

Director, May 2010 – May 2016

- Oversaw all operations of the pastoral counseling organization.
- Head of all officers in the organization.
- Supervised development of the vision, mission of the organization and all financial expenditures.

Elijah House, Inc., Coeur d'Alene, ID

Treasurer, Nov 2016 – Aug 2018

- Reviewed spending of the organization on a monthly basis.
- Provided the Treasurer's report to each board member for discussion at each monthly board meeting.
- Recommended spending plans and priorities in keeping with the organizations vision and mission.

108th Training Command, Charlotte, NC

Board Member, Sep 1999 – May 2016

- Member of the Financial Advisory Board which had a \$40 million budget.
- Prioritized organizational spending as a board member.
- Managed \$16 million for Human Resources Operations in keeping with the organization's vision and mission.

WORK EXPERIENCE

Ministry of Interior – Military Assistance Group (MOI-MAG), Riyadh, Saudi Arabia

Human Resources Officer, April 2018 – June 2019

- Liaison between MOI-MAG, the US Embassy, the Saudi Government, the State Department and the United States Army Security Assistance Command.
- Resolved long-standing visa issues between the US Army, the US Embassy and the Saudi Government, securing legal protection for Soldiers assigned to MOI-MAG in Saudi Arabia.
- Developed a plan that ensured complete staffing of overseas positions being filled by stateside Employees.

108th Training Command, Charlotte, NC

Human Resources Officer, Sep 1999 – May 2016

- Managed all Human Resources operations for a Military Command for up to 10,000 personnel.
- Improved staffing of qualified personnel and nationally recognized for the number of qualified people assigned.
- Developed and implemented policies and programs throughout the organization across the United States.
- Worked with policy makers, legal teams and supervisors to vet policies and programs.
- Participated in development of, and implemented, organizational vision, mission and goals allowing the organization to excel at its goal setting and accomplishments.

SKILLS

Articulate in both speech and writing, team player, goal-setter at both strategic and organizational level, financially adept, excellent management skills in both projects and personnel.



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

RECEIVED
FEB 23 2021
CITY MANAGER

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:		Date of Application:
BOARD OF ADJUSTMENT/APPEALS		02/22/2021
Name:		
Pat Green		
Home Address:		Email address:
3309 5th Avenue NW, Great Falls, MT 59404-5040		jackal_250@hotmail.com
Home Phone:	Work Phone:	Cell Phone:
	253-353-5740	253-353-5740
Occupation:	Employer:	
Entrepreneur	Dilettante Crafts	
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:		
I was a Civil Designer in the Puget Sound Area for almost twenty years.		
Educational Background:		
I have an associates degree in Architectural CAD Design		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities:		
I was never in the Military, the closest I got was becoming an Eagle Scout.		
Previous and current public experience (elective or appointive):		
I was class president for my CAD class.		
Membership in other community organizations:		
I was an executive officer in the South Sound Civil Defense Group for two years. Where I joined The Tacoma CERT Group where we practiced emergency response to natural disasters with our neighbors.		

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 am curious how the other side of the process works, since I have been working in the private side my whole career.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?
In Washington I worked with multiple jurisdictions on a variety of projects from simple lot design, to road way design, and subdivision lay outs, road sections and profiles. I have worked in Survey also, and imported raw data, created surfaces, and various survey documents. I started out Working with Asarco on the Ruston smelter super fund site in 2000, moved to Apex Engineering about 5 years later, where I got laid off from when the housing market crashed in 2009. After almost 2 years I found a position with Decker Consulting who I worked with until early 2020.
Additional comments:

Signature

Patrick E. Sun

Date:

02/23/2021

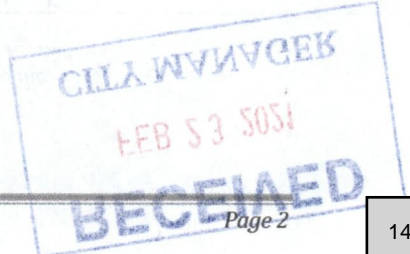
If you are not selected for the current opening, your application may be kept active for up to one year by contacting the City Manager's office. Should a board/commission vacancy occur within 30 days from the last City Commission appointment, a replacement member may be selected from citizen interest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





Commission Meeting Date: May 4, 2021
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Appointment to the Tourism Business Improvement District Board.

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Appoint one member to the Tourism Business Improvement District Board of Trustees.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (appoint/not appoint) Peter Jennings to the Tourism Business Improvement District Board of Trustees for the remainder of a four-year term through June 30, 2023.”

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

Summary:

Jessica Allen was appointed Tourism Business Improvement District Board of Trustees, (TBID) in November 2020 and recently moved from Great Falls. The Board Liaison, Rebecca Engum, sent out letters to all property owners within the TBID district seeking interested candidates. She also sent emails and made phone calls to encourage applications. An application from Mr. Jennings was received by the city on March 12, 2021.

TBID Recommendation:

During the District's meeting on April 15, 2021, the TBID Board recommended that the City Commission appoint Mr. Jennings to the Board of Trustees for the remainder of a four-year term through June 30, 2023.

Mr. Jennings is currently serving on the Historic Preservation Advisory Commission. According to Resolution 10235, citizens may not serve on two or more boards or commissions simultaneously, unless authorized to do so by the City Commission. The TBID Board is recommending that the City Commission allow Mr. Jennings to serve on both. Trustees must be an owner of property within the TBID or the owner's assignee making it difficult to recruit new members.

Background:

Purpose

The Tourism Business Improvement District (TBID) was established by Resolution 9792 on December 2, 2008 and recreated by Resolution 10222 on February 6, 2018 for an additional ten years. Its overall purpose is to utilize tax dollars through the TBID assessment and direct those monies to be used for the purpose of promoting tourism, conventions, trade shows, and travel to the City of Great Falls. Trustees must be an owner of property within the TBID or the owner’s assignee.

The continuing members of this board are:

Sandra Johnson-Thares	8/21/18 – 6/30/23
Scott Schull	5/3/11 – 6/30/22
David Buckingham	10/17/17 – 6/30/21
Peggy Ohare-Becker	2/4/20 – 6/30/21
Laurie Price-Manning	10/18/14 – 6/30/24
Becky Amaral-Miller	7/3/12 – 6/30/24

The resigning Board Member is:

Jessica Allen	11/17/20 – 6/30/23
---------------	--------------------

The citizen interested in serving on the Board is:

Peter Jennings

Alternatives:

Seek alternative applications.

Attachments:

Recommendation Letter
 Application
 Resolution 10235



15 April 2021

Great Falls Mayor and Great Falls City Commissioners
City of Great Falls Montana
P O Box 5021
Great Falls MT 59403

Mayor and Commissioners:

The Great Falls Montana Tourism Business Improvement District (TBID) Board of Trustees through unanimous vote would like to recommend that Peter Jennings be appointed as trustee to the Great Falls Montana Tourism Business Improvement District for the remaining term vacated by Jessica Allen, which would end 6/30/2023.

Peter Jennings is with the Hotel Arvon and is:

1. Owner of land within the geographic area of the TBID
2. Committed to the well-being of the TBID
3. Respected citizen and leader
4. Able to work effectively as part of a group
5. Competent in an area of value to achieve objectives of the TBID
6. Able to maintain a commitment for the term of appointment
7. Balances board in terms of representation of large, medium and small hotel properties

Mr. Jennings serves on the Historic Preservation Advisory Commission and as President of Friends of the Little Belts. There were no other candidates to consider, Mr. Jennings was the sole applicant for our request to fill the opening. Great Falls Montana Tourism mailed letters, sent an email, and made phone calls to encourage applications. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Rebecca Engum".

Rebecca Engum
Executive Director



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

Agenda #6.
RECEIVED
MAR 12 2021
CITY MANAGER

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: WF Tourism Board	Date of Application: 3/10/21
---	--

Name:
Peter Jennings

Home Address: 215 San Francisco Rd GF, MT 59404	Email address: peter@thealthecowboy.com
---	---

Home Phone:	Work Phone:	Cell Phone: (406) 868-3574
-------------	-------------	--------------------------------------

Occupation: Manager Altic Cowboy/Hotel Arvon	Employer: Arvon Block LLC
--	-------------------------------------

Would your work schedule conflict with meeting dates? Yes No (If yes, please explain)

Related experiences or background:
Own/operate Altic Cowboy and Hotel Arvon

Educational Background:
BSA 1990 DVM 2002

IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:

Previous and current service activities:
**Member of City/County Historic Preservation Advisory Commission
President Friends of the Little Belts
Member EPA Brownfields Advisory Board WFDA**

Previous and current public experience (elective or appointive):
District Chairman - Lewis and Clark District Boy Scouts

Membership in other community organizations:

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?
See above

Are you currently serving on a Board? Yes No If yes, which board?
HPAC - see above

Please describe your interest in serving on this board/commission?
I rely on tourism.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?
4 operate a pub and hotel.

Additional comments:

Signature *[Handwritten Signature]*

Date: *3/10/21*

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

RESOLUTION NO. 10235**A RESOLUTION ESTABLISHING A POLICY CONCERNING APPOINTMENTS TO BOARDS AND COMMISSIONS AND REPEALING RESOLUTION 10059.**

WHEREAS, the City Commission has the responsibility, both solely and in conjunction with other units of government, for making appointments to several Boards and Commissions; and

WHEREAS, Resolution 10235 will apply to all Boards and Commissions unless federal or state law dictates otherwise; and

WHEREAS, the purpose of the City Boards and Commissions is to provide opportunity for citizen participation in government and provide assistance and recommendations to the City Commission; and

WHEREAS, the City Commission is committed to involving as many citizens as possible in the decision-making process;

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

1. Except as provided below, or as otherwise specified by ordinance or other resolution adopted by the City Commission, the maximum uninterrupted length of service on any single board or commission shall be two consecutive terms, exclusive of the time served on any unexpired term, for each person appointed by the City Commission.

The following boards and commissions are excepted from this requirement, in the following particulars:

- a) Great Falls Housing Authority: In accordance with state law, tenant members may serve five (5) consecutive two-year terms, exclusive of the time served on any expired term [Mont. Code Ann. § 7-15-4432(2)].
 - b) Business Improvement Districts: district boards established to govern the affairs of a business improvement district may recommend to the City Commission appointments pursuant to any by-laws adopted by the recommending district. Subject to the provisions of Section 5 below, if a district board can demonstrate that its active efforts to recruit qualified and eligible new applicants to replace a board member who has served two consecutive terms have been unsuccessful, the City Commission will consider waiving the term limit for no more than one additional term.
2. Members whose terms expire shall serve until a successor is appointed and qualified.
 3. In the case of a member eligible for and interested in reappointment, if the member is in good standing and the applicable board or commission recommends that the member be reappointed, his or her application shall be brought before the City Commission for consideration for reappointment without advertising for other citizen interest. The City Commission reserves the right to accept or reject that member for reappointment.

4. Boards and commissions are encouraged to make recommendations to the City Commission regarding appointments to vacant positions on any Board or Commission, but the City Commission reserves the right to accept or reject those recommendations.
5. The City Commission acknowledges that some board and commissions may have adopted bylaws and/or policies to assist in the management of their affairs, and that some of these same by-laws and/or policies may contain provisions regarding appointments and tenure of board and commission members, and processes for recruitment. The City Commission is not bound by these bylaws and/or policies. Except as provided by federal or state law, the authority of the City Commission in the appointment process is paramount and supersedes any bylaw provisions and/or policies.
6. The City Commission reserves the right to interview applicants to any board or commission.
7. Citizens may not serve on two or more boards or commissions simultaneously, unless authorized to do so by the City Commission.
8. Unless otherwise provided by resolution or ordinance, all terms shall begin on the date of appointment.
9. The City Manager shall approve an internal advertising and appointment procedure for member recruitment.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 5th day of June, 2018.

Bob Kelly, Mayor

ATTEST:

Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney



Commission Meeting Date: May 4, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Appointment to the Park and Recreation Board.
From: City Manager’s Office
Initiated By: City Commission
Presented By: City Commission
Action Requested: Appoint one member the Park and Recreation Board.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (appoint/not appoint) Brenda Keller for a three-year term through December 31, 2023, to the Park and Recreation Board.”

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

Summary:

June Sprout and Lynn Ulmer Oatman were appointed to the Board in January 2015, both serving two full terms and not eligible for reappointment. Advertising for the openings was done on December 11, 2020. The City received one application from Mr. Dustin Jacobs on January 4, 2021 and the City Commission appointed him during their meeting on February 16, 2021. Advertising continued for the remaining vacancy and Ms. Keller sent in an application on February 8, 2021. No other applications have been received at this time.

Board Recommendation:

The Park and Recreation Board met on April 12, 2021 and recommended appointing Ms. Keller to a three-year term through December 31, 2023.

Background:

The Park and Recreation Board consists of seven members who act in an advisory capacity to the City Commission and the City Manager on all matters related to the Park and Recreation program in the City of Great Falls. Pursuant to Ordinance 3169, members must reside within the City.

Continuing members:

Carol Bradley	4/7/2020 – 12/31/2021
Patrick Carroll	4/7/2020 – 12/31/2023
Jen Creed	2/5/2019 – 12/31/2021
Gary Arno	4/7/2020 – 12/31/2021

Lonnie Hill 1/1/2016 – 12/31/2021
Dustin Jacobs 2/16/2021 – 12/31/2023

Departing Members:

June Sprout 1/5/2015 – 12/31/2020

Citizen interested in serving:

Brenda Keller

Alternatives:

The Commission could choose not to appoint Ms. Keller at this time and ask staff to continue advertising.

Attachments:

Application from Brenda Keller



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: Park and Recreation Board
Date of Application: 2/8/2021
Name: Brenda Keller
Home Address: 3609 4th Ave S
Email address: brendakeller_1@yahoo.com
Home Phone:
Work Phone: 406-455-8475
Cell Phone: 406-868-2676
Occupation: Staff Accountant
Employer: City of Great Falls
Would your work schedule conflict with meeting dates? Yes [] No [x] (If yes, please explain)
Related experiences or background: I have served on a few Non-Profit Boards as an officer Think Pink for the Girls (local breast cancer fundraiser) as secretary, Montana Warriors on the Water (taking disabled veterans fishing on Ft. Peck for a week) as a board advisor, and Walleyes Unlimited Great Falls Chapter I am the treasurer.
Educational Background: I have my bachelor's degree in accounting from the University of Great Falls, now University of Providence.
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:
Previous and current service activities: I am currently on the Board for Think Pink for the Girls, Montana Warriors on the Water, and treasurer for Walleyes Unlimited Great Falls Chapter.
Previous and current public experience (elective or appointive): N/A
Membership in other community organizations: Representative for Walleyes Unlimited Great Falls Chapter for our membership in the Great Falls Chamber of Commerce.

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

I am currently a staff accountant for the City of Great Falls.

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 would like to help promote our city and be sure that we as citizens maintain our city parks to the best of our ability.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?
As a mother of five grown children and two grandchildren, I see the importance of our city parks and what they bring to our community. Our parks are not only for our local community to enjoy but also for events that draw visitors from all over boosting our economy.

Additional comments:

Signature

Brenda Keller

Date:

2/8/2021

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

JOURNAL OF COMMISSION PROCEEDINGS
April 20, 2021

Regular City Commission Meeting

Mayor Kelly presiding

CALL TO ORDER: 7:00 PM

Civic Center Gibson Room 212

PLEDGE OF ALLEGIANCE

Due to the COVID-19 health concerns, the format of the City Commission Meeting was held in a virtual video-conferencing environment.

ROLL CALL/STAFF INTRODUCTIONS: City Commission members participated electronically via Zoom Webinar: Bob Kelly, Owen Robinson, Rick Tryon, Mary Sheehy Moe and Tracy Houck. City Staff participating electronically were: Finance Director Melissa Kinzler, Planning and Community Development Director Craig Raymond, and City Attorney Sara Sexe. City Manager Greg Doyon, Deputy City Manager Chuck Anderson, Park and Recreation Director Steve Herrig, Senior Transportation Planner Andrew Finch, Fire Chief Jeremy Jones, and Interim Police Chief Rob Moccasin were present in the Gibson Room, and Deputy City Clerk Darcy Dea was present in the Commission Chambers.

To honor the Right of Participation and the Right to Know (Article II, Sections 8 and 9 of the Montana Constitution), modifications have also been made for public participation as follows:

- Attend in person. The City will be following the Cascade County Board of Health and the Public Health Officer Orders. Masks will be required and social distancing will be enforced. Public following these directives may view and participate in the meeting from the Gibson Room. Please refrain from attending in person if you are not feeling well.
- Attend the virtual meeting utilizing Zoom Webinar. Attendees must register in advance for the Commission Meeting: https://us02web.zoom.us/webinar/register/WN_mCMuHSQ-STy-uHOso0dV_Q. After registering, you will receive a confirmation email containing information about joining the webinar by Zoom.
- Participate by phone. Attendees must register in advance for the Commission Meeting using the link above. After registering, you will receive a confirmation email containing information about joining the webinar by phone. If you do not have internet access, you may contact the Great Falls Public Library by 5:30 p.m. the day of the meeting at 453-9706 and they can assist with registration.
- Provide public comments in writing. Submit comments via mail addressed to City Clerk's Office, PO Box 5021, Great Falls, MT 59403 or by email to: commission@greatfallsmt.net by 12:00 PM the day of the meeting.
- The agenda packet material is available on the City's website: <https://greatfallsmt.net/meetings>. The Public may view and listen to the meeting on cable channel 190, or online at <https://greatfallsmt.net/livestream>.

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

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

PROCLAMATIONS: Arbor Day (April 30, 2021) and Earth Day (April 22, 2021).

JOURNAL OF COMMISSION PROCEEDINGS
April 20, 2021

COMMUNITY HEALTH INITIATIVES

1. COMMUNITY HEALTH INITIATIVES.

Great Falls Public Schools Superintendent Tom Moore reviewed and discussed PowerPoint slides: Great Falls Public Schools, COVID-19 Overview, Great Falls City Commissioners, communication and collaboration, time-lines and highlights.

Appreciation was expressed to Superintendent Moore for his leadership, and to teachers, staff and the board for all of their efforts during this pandemic.

**PETITIONS AND COMMUNICATIONS/NEIGHBORHOOD COUNCILS/
BOARDS AND COMMISSIONS**

2. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

John Hubbard, City resident, expressed frustration with his Zoom experience, as well as with his family's experience with cops.

Brett Doney, Great Falls Development Authority (GFDA), appearing via Zoom encouraged the Commission during the budget process to adequately staff the Planning and Community Development Department so that upcoming projects can be expedited.

CITY MANAGER

3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon announced that Great Falls was named a 2021 Class of Great American Defense Community and highlighted in a video.

Manager Doyon provided updates on the following:

1. Aim High Big Sky Recreation Center

- Project continues to go through design refinements based on comments from Park & Recreation staff, public, and consultants.
 - Final design completion is scheduled for May 2.
 - 70-75% to construction design.
- Tonight the Commission will consider setting a public hearing for a Conditional Use Permit for the facility.
- Staff will do its best to respond to concerns about traffic, parking, impact on area businesses, and facility impacts on the park and surrounding neighborhood.
- Project staff will continue to meet with outside groups and consultants to incorporate as many suggestions and to address concerns as is possible within the scope of the grant and within the scope of the budget.

JOURNAL OF COMMISSION PROCEEDINGS

April 20, 2021

2. Great Falls Fire Rescue worked three fires in the last week, that displaced 30 residents. No injuries resulted to civilians or fire department staff.

3. SERC – Cascade County was successful in a Homeland Security Grant for a Central Montana Mobile Command/Dispatch Center - \$572,251.

4. Chief of Police Selection Process

- **Five internal candidates** were interviewed by the City Manager and Deputy City Managr.
- **Three candidates were advanced** to a peer/community interview process.
- The candidates interviewed with the department head team, the Neighborhood Council Chairpersons, and a focused community panel.
- Commissioner Tryon participated on the panel with the Neighborhood Councils. Commissioner Moe participated on the focused community panel.
 - Members of the Community Panel included: Shane Etwiler, Rob Lewis, Sheriff Jessie Slaughter, Mary Lynne Billy, Wes Old Coyote, and Major Rashida Brown from Malmstrom Air Force Base.
- The finalists then interviewed again with the City Manager and Deputy City Manager. Additional background on the candidates is being conducted. He will consider and deliberate on all the information that has been gathered through the process.
- An announcement is anticipated next week.

5. Great Falls Crime Task Force

- A list of recommended members for the Task Force is forthcoming at the next meeting, two of which will be the Chief of Police and a representative from the City Attorney's Office.
- There have been suggestions to include the Sheriff, a Neighborhood Council representative, a representative from the judiciary, a business representative, legislative member, and probation/parole, mental health experts, and social service workers amongst others.
- The reality is that he won't be able to recommend, nor will the Commission be able to confirm, all of the people and/or organization that are interested in serving on the Task Force.
 - He will recommend to the Task Force (early in the process) that they identify Task Force Ambassadors – that is: those agency representatives who would complement the work of the Task Force.
 - Also, the meetings will be public, so anyone could attend and provide public comment.
 - The Resolution is specific to the credentials:
 - Background, training, education, and experiences in social science related to crime.
 - The Task Force is slated to meet either Tuesday or Thursday afternoons – sometime between 1-4 PM.

JOURNAL OF COMMISSION PROCEEDINGS

April 20, 2021

- Manager Doyon is developing a suggested outline to help the Task Force get off on the right foot, including:
 - Participate in a facilitated session to talk about Task Force organization, operating procedures, and desired outcomes.
 - Be briefed to the same level, if not in more depth, about current crime trends in Great Falls, briefing from across the law enforcement continuum, and also a public safety budget presentation.

6. Street Light Locator/Map is now live on the City's website to help citizens determine which organization is responsible for repairing the street light and to direct them in how to report it.

7. CARES Act/America Rescue Plan

- First meeting today of a working group that includes the GFDA, GFIA, School District, Chamber, Congressional Representatives designed to coordinate/collaborate on use of the CARES Act or America Rescue Plan Funds.
 - Manager Doyon assured the Commission he is not committing the City Commission to anything. He is trying to make sure efforts are complementary and result in the highest and best use of funding for the community.
 - The City still does not have federal guidance on use of the ARP funds.

CONSENT AGENDA.

4. Minutes, April 6, 2021, City Commission Meeting.
5. Total Expenditures of \$1,650,043 for the period of March 17, 2021 through April 7, 2021, to include claims over \$25,000, in the amount of \$1,193,138.
6. Contracts List.
7. Set a public hearing for May 4, 2021, to receive public comment on the needs within the community related to the use of CDBG and HOME funds.
8. Set a public hearing for May 4, 2021, to consider Resolution 10398, a request from STSA Partners to use Downtown Urban Renewal District Tax Increment Financing (TIF) funds for the cost of construction of temporary sidewalk and reconstruction a public sidewalk and curb of The Newberry Event & Concert Hall for the building addressed as 420 Central Avenue; as well as consideration of Alternative Resolution 10398, which reflects the applicant's full request.
9. Set a public hearing for May 18, 2021, to consider Resolution 10399, a request from the Great Falls Airport Authority for a Tax Increment Financing project.

JOURNAL OF COMMISSION PROCEEDINGS

April 20, 2021

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

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

PUBLIC HEARINGS

10. RESOLUTION 10390, APPROVING A REQUEST FROM THE GREAT FALLS BUSINESS IMPROVEMENT DISTRICT (BID) TO USE DOWNTOWN URBAN RENEWAL DISTRICT TAX INCREMENT FINANCING (TIF) FUNDS FOR THE COST OF TRIMMING, MAINTAINING, AND REPLACING BOULEVARD TREES IN THE DOWNTOWN URBAN RENEWAL DISTRICT.

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

Planning and Community Development Director Craig Raymond reported that City Code requires that property owners be responsible for the maintenance of the boulevard area trees, grass and sidewalks. For some time the Great Falls BID has been budgeting for and maintaining the downtown boulevard trees within the BID boundary. At this time, the BID is requesting TIF funding for these tasks and to expand the project area in order to benefit the greater Downtown Urban Renewal Area.

The City has partnered with the BID and the Montana Department of Transportation to design and install a streetscape system within the downtown area. There has already been significant City tax and BID investment as well as CTEP grant funds invested in this infrastructure improvement. Approval of the request will continue to support the Downtown Urban Renewal Area in this fashion.

The specific TIF request is for a total of \$125,000 spread over a 5-year period or \$25,000 per year. The funds will be utilized to trim existing trees, replace unhealthy or dead trees and replace sidewalk tree grates as may be necessary. The BID will be responsible to seek quotes for services, hire a licensed and bonded contractor and submit invoices to the City for reimbursement after the work is complete. Once costs have been reviewed by City staff and certified as appropriate, and in compliance with TIF requirements, a check will be sent to the BID.

Since the boulevard trees are located in the public rights-of-way and benefit the greater public, the request is allowed under state TIF statutes and City Downtown Urban Renewal Plan guidelines.

Mayor Kelly asked if the applicant wished to present additional information.

JOURNAL OF COMMISSION PROCEEDINGS
April 20, 2021

Joan Redeen, Business Improvement District Community Director, 318 Central Avenue, added that this request is not setting precedent. In 2009 the BID received TIF monies to fund tree work downtown.

Mayor Kelly asked if the Commission members had any clarifying questions.

Commissioner Moe noted her concern about City liability for contracting out work that is ordinarily that of the BID.

Director Raymond commented that it is not ordinarily City staff that would maintain the trees as this is not in the normal boulevard tree district that the City maintains.

City Attorney Sara Sexe added that an indemnification clause could be added in the agreement if the Commission was so inclined.

Commissioner Tryon inquired if the BID has a vendor in mind, or if the BID was receiving bids for the project.

BID Community Director Redeen responded that there will be a public bidding process, and the BID will work with the City Forester on that process. She also noted that the BID will require the vendor to be licensed, insured and bonded to work in the public right-of-way.

Speaking in support of Resolution 10390 was **John Hubbard**, City resident, commenting that he likes trees; and **Kevin Westie**, 602 35th Street North, inquired and was informed that this item pertains only to trees in the Downtown Urban Renewal area.

Appearing via Zoom and speaking in support of Resolution 10390 were:

Brett Doney, Great Falls Development Authority and Downtown Development Partnership, commented that it has been proven that trees rank at the top for changing the development and character of the downtown.

Sherrie Arey, BID board member and Executive Director of a downtown business, complimented Joan Redeen for all her work for the betterment of the downtown community.

No one spoke in opposition to Resolution 10390.

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

Commissioner Moe moved, seconded by Commissioner Houck, that the City Commission adopt Resolution 10390 and approve the Tax Increment Grant Agreement for boulevard tree maintenance, trimming and replacement.

Mayor Kelly asked if there was any discussion amongst the Commission members.

Hearing none, Mayor Kelly called for the vote.

JOURNAL OF COMMISSION PROCEEDINGS
April 20, 2021

Motion carried 5-0.

OLD BUSINESS

NEW BUSINESS

11. 2021/2022 COMMUNITY DEVELOPMENT BLOCK GRANT CITIZEN PARTICIPATION PLAN.

Planning and Community Development Director Craig Raymond reported that the Citizen Participation Plan document outlines the program requirements for ensuring that the citizens of Great Falls are informed about all aspects of the CDBG and HOME programs. In particular, the Plan must provide for involvement of those citizens that will be most impacted by the program - low to moderate income citizens.

Additionally, the Plan requires the City to make every reasonable effort to consult with public, private and non-profit agencies that provide service to low to moderate income residents such as housing, health care, and social services. In particular, extra attention must be paid to outreach with agencies that focus services on the elderly, disabled community, and minority populations.

Other components of the Plan include: 1) notification requirements for hearings, 2) making sure all program information is readily accessible, 3) requirements for timely response to public requests, and 4) requirements for amendments to program documents.

This year, staff is not recommending many significant changes to either the Citizen Participation Plan or programmatic policies. Staff is, however, intending to be significantly aware and sensitive to the community's concerns related to meeting in large groups during this COVID era. Staff will continue to provide multiple avenues and opportunities to the public to express thoughts and ideas.

Commissioner Tryon moved, seconded by Commissioner Robinson, that the City Commission adopt the Citizen Participation Plan.

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

Commissioner Moe agreed with Sheila Rice's written communication pertaining to the approach of having a random survey every couple of years contingent on funding.

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

Motion carried 5-0.

ORDINANCES / RESOLUTIONS

12. ORDINANCE 3227, AMENDING TITLE 5, CHAPTER 2, SECTION 010 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO SAFETY INSPECTION CERTIFICATES.

JOURNAL OF COMMISSION PROCEEDINGS
April 20, 2021

City Attorney Sara Sexe reported that Great Falls Fire Rescue (GFFR) has identified a need to have a more efficient way of ensuring that the businesses in the community renew their Safety Inspection Certificates and have a more effective enforcement tool. The Fire Prevention Bureau (FPB) would like to have an additional enforcement tool for outstanding delinquent Safety Inspection Certificate (SIC) fees. The proposed changes include the addition of Section G., allowing the City to refer businesses to collections, and updated language to replace the reference to “Uniform Safety Codes.”

Fire Chief Jeremy Jones reported that the FPB is staffed by four personnel. Going back to 2017, delinquent money owed to the SIC program totals over \$33,000. Two-hundred seventy eight notices were filed, that involved over 87 man hours. What is being proposed is the same that is already being done in the City’s water billing department. If business owners do not renew the SIC the FPB would have a process to send the delinquent businesses to collections so that the FPB could continue to work on the business that needs to be conducted by the bureau.

Commissioner Robinson experienced technical difficulties and left the meeting at 8:20 p.m.

Commissioner Moe moved, seconded by Commissioner Tryon, that the City Commission accept Ordinance 3227 on first reading and set a public hearing for May 4, 2021.

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 4-0.

13. ORDINANCE 3228, ESTABLISHING AUTHORITY TO LEVY ASSESSMENTS TO PAY COSTS OF CITY OF GREAT FALLS PARK DISTRICT NUMBER 1.

Finance Director Melissa Kinzler reported that Ordinance 3228 is an ordinance establishing authority to levy assessments to pay costs of City of Great Falls Park District Number 1 including revenue bonds for the design, construction, and furnishing of a recreation and aquatic facility.

At the June 16, 2020, work session, staff had presented to the City Commission on the submission of a proposal that would allow the City to receive matching funds from the Office of Economic Adjustment for a \$20,000,000 indoor recreation and aquatic facility. The City would receive \$10,000,000 toward the recreation and aquatic facility. The City Commission was informed at that meeting that the City would hear back on the proposal in August and would need to submit the grant application in a short timeframe, if successful. The City was short-listed and submitted the grant application on August 26, 2020. At the September 15, 2020, City Commission meeting the City Commission authorized the City Manager to accept the DCIP grant, if awarded, in the amount of \$10,000,000 as a match for the new Aim High/Big Sky Recreation Facility. The City received notification on September 18, 2020, that the grant was awarded. On October 6, 2020, Resolution 10371 was adopted by the City Commission allowing the reimbursement by bond proceeds for costs that have occurred prior to the bond issuance.

JOURNAL OF COMMISSION PROCEEDINGS
April 20, 2021

Ordinance 3228 is the next step in issuing the revenue bonds to cover the \$10,000,000 match for the new Aim High/Big Sky Recreation Facility. The ordinance establishes authority to levy assessments to pay costs of the City of Great Falls Park District Number 1 including revenue bonds for the design, construction, furnishing of a recreation and aquatic facility.

The resolution authorizing the issuance and fixing terms and conditions for the estimated \$10,000,000 improvements will be presented at the May 4, 2021, Commission meeting.

Commissioner Tryon moved, seconded by Commissioner Tryon, that the City Commission accept Ordinance 3228 on first reading and set second reading for May 4, 2021.

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

John Hubbard, City resident, spoke in opposition to any new taxes.

Aaron Weissman, appearing via Zoom, saluted the Commission for its leadership in bringing an indoor municipal swimming pool back to Great Falls for an avenue of health and wellness. It will also allow the City to be competitive for swim meets.

Brett Doney, Great Falls Development Authority, appearing via Zoom, noted that GFDA was a strong supporter of the park district and the park plan. He clarified that a pool was always part of the plan, albeit further down the road. He urged the Commission to move forward to improve the community for all residents.

Dr. Susan Wolff, appearing via Zoom, spoke in support of the aquatic and recreational center as well as the location that is needed for the youth in the community.

Sherrie Arey, City resident, appearing via Zoom, concurred with the positive comments. She added that this is a transformational opportunity for Great Falls. She commended Manager Doyon and staff for being aggressive during the process and believes they are doing the right thing for the community.

Shane Etzweiler, President/CEO of the Great Falls Area Chamber of Commerce, 100 1st Avenue North, appearing via Zoom, reported that the Chamber is a strong supporter of the aquatic/recreation center. This is a good use of part of the Park District funds.

Michelle Fried, appearing via Zoom, commented that after losing the Natatorium, there is definitely a big need for an indoor swimming pool. The recreational facility is needed and is important for swim meets for the school system.

Tom Moore, Superintendent Great Falls Public Schools, appearing via Zoom, noted that this is definitely going to be an asset to the students and children of this community to have a recreation center of this magnitude and quality. It will also be a tremendous opportunity for the airmen and women at the base. It will be nice to have another pool in town to host swim events. He encouraged the Commission to move forward with this project to the extent possible.

Mayor Kelly asked if there was any discussion amongst the Commission members.

JOURNAL OF COMMISSION PROCEEDINGS**April 20, 2021**

Commissioner Tryon requested that it be clarified that this action is not an additional tax assessment on residents above what is already being assessed for Park District No. 1.

Director Kinzler responded that, at this point, the Park District assessment does not need to be raised to pay for the debt service. Assessments come before the Commission for a public hearing on a yearly basis during the budget process.

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

Motion carried 4-0.

14. RESOLUTION 10397, A REQUEST FROM WEST BANK LLC FOR THE REIMBURSEMENT OF \$1,175,380 OF WEST BANK TAX INCREMENT FINANCING FUNDS FOR REIMBURSEMENT OF CERTIFIED COSTS AT WEST BANK LANDING.

Planning and Community Development Director Craig Raymond reported that West Bank Landing has been an ongoing development since 2016 that has included not only the attraction and construction of new businesses, but also demolition, remediation, and improvement throughout the entire site. The new development has included, so far, the construction of a hotel, office building, restaurant, new bank, and the remodel of a building for a health club. The applicant has had \$2,642,614 of TIF funds approved in the past to help cover the costs of the necessary improvements. In 2019, the City certified all of the eligible Tax Increment Financing costs. The improvements that were certified included work done on sewer and water lines, burying and extending power lines, expanding storm drains, environmental remediation, and improving accesses. So far, the City has paid West Bank LLC \$1,050,000 of his original request, and has the remaining \$1,592,614 financed with bonds.

The applicant, West Bank LLC, has submitted a new application requesting \$1,175,380 of West Bank TIF funds for the additional reimbursement of the certified, approved costs associated with the West Bank Landing development. These certified costs have already been determined by the Commission to meet all requirements and criteria needed for Tax Increment Financing. The original 2016 TIF application projected costs at \$2,642,614, but the actual certified costs by the City were \$3,817,994. The applicant is asking for the difference between the estimated and actual costs. Most of the difference in costs is due to the environmental cleanup that was required – the actual costs were higher than estimated, and the installation of utilities became more costly due to the materials needed because of contaminates.

The current cash balance of the West Bank Tax Increment Financing District is approximately \$770,000, and it has a debt service payment of about \$200,000. In May 2021, the district will receive another \$400,000 in revenue. The City Planning and Finance departments have determined that with the available money within the TIF, the City would split payments to the applicant into two equal parts of \$587,690. Dependent upon the approval of City Commission, the first payment would occur in June 2021, and the second in June 2022. This will also be dependent upon the tax increment collected within the district.

Commissioner Moe moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10397, approve an Amendment of an Urban Renewal Project, and approve

JOURNAL OF COMMISSION PROCEEDINGS
April 20, 2021

Amendment No. 4 to Development Agreement with West Bank LLC to receive \$1,175,380 of West Bank Tax Increment Financing District funds for the reimbursement of certified costs at West Bank Landing.

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

Brad Talcott, commented that the property is known at the state as the 3rd Street NW superfund site. It has been a high priority for redevelopment in the city for decades. People see the vertical development that is only allowed by the cleanup. It's these funds that have been used to rid the area of the point source of contamination that has been going on for decades and has allowed the development above ground. He thanked the City for its support.

Kevin Westie, 602 35th Street North, expressed appreciation to Mr. Talcott, noting the development has done a lot for the City.

Brett Doney, Great Falls Development Authority, appearing via Zoom, commented that this started before he was in Great Falls. It was one of the first projects of the Great Falls Development Authority working in partnership with the City. An EDA grant was obtained to start a master plan that eventually became the West Bank Urban Renewal area. It became clear early on that contamination was the biggest challenge for redevelopment. An EPA Brownfield Assessment grant was obtained and it became clear that the contamination was much worse than DEQ expected at the time and that it was moving. He noted that other projects are in the works, and reminded the Commission that most of the land hasn't been developed yet.

Commissioner Robinson returned to the meeting via Zoom at 8:53 p.m.

Shane Etzweiler, President/CEO of the Great Falls Area Chamber of Commerce, 100 1st Avenue North, appearing via Zoom, applauded the efforts of Brad Talcott and the other investors.

Mayor Kelly asked if there was any discussion amongst the Commission members.

Commissioner Moe echoed comments of the previous speakers and added this has been a transformational and remarkable project. She is grateful to all of the partners that made it happen.

Commissioner Tryon requested clarification for the public where the money and debt service is coming from.

Director Raymond responded that, if it weren't for the TIF, we wouldn't see the improvements and the development that has transpired over the last several years. When TIF districts are set up, there is a base line assessment of property in the area. As development occurs and improvements are made the value of the properties increase. Therefore, the property taxes received increases in kind. The difference between the base line assessment and the improvement amount gets set aside into the TIF District account. That money set aside is used for very specific things. When the TIF District expires the City will then enjoy not only the improvements but the increased taxes as well.

JOURNAL OF COMMISSION PROCEEDINGS**April 20, 2021**

Commissioner Tryon noted that the current TIF fund balance is less than the amount requested. We are not going to another source to make up that difference. We are financing that and, even the debt service payment, is coming out of the TIF account.

Director Raymond agreed. There is multiple ways to structure the reimbursement, and the City has taken advantage of several legal means to do that.

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

Motion carried 5-0.

15. **AIM HIGH BIG SKY INDOOR AQUATIC AND RECREATION FACILITY – LIONS PARK (OF 1770).**

I. **Resolution 10400, Approve a conditional use permit to allow an “Indoor Sports and Recreation” land use in the Parks and Open Space (POS) zoning district at the property addressed as 900 29th Street South.**

II. **Resolution of Intent 10401, Intention to vacate 28th Street South between 8th Avenue South and 10th Avenue South, 9th Avenue South and 9th Alley South between 27th Street South and 29th Street South and 10th Alley South between 27th Street South and 28th Street South.**

Planning and Community Development Director Craig Raymond, Park and Recreation Director Steve Herring and Tim Peterson of LPw Architects, reviewed and discussed PowerPoint slides: Conditional Use Permit Requests, Site Plan, Findings of Fact/Basis of Decision, Rights-of-Way Vacation, Staff Recommendation, Project Background, Location, Project Parameters, Project Schedule, Overview, Considerations for Lion’s Site, and Floor Plan.

Commissioner Robinson moved, seconded by Commissioner Moe, that the City Commission set a public hearing for May 18, 2021 to hear Resolution 10400 for a conditional use permit to allow an Indoor Sports and Recreation land use at the property addressed as 900 29th Street South.

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

John Hubbard, City resident, inquired if the ground was checked to sustain a pool. City Manager Doyon responded in the affirmative. Mr. Hubbard commented that the Natatorium property was donated for a pool. Manager Doyon clarified that the land was donated for park purposes.

Kevin Westie, 602 35th Street North, commented that the building is gorgeous, and that he would have preferred a 50 meter pool.

Scott Reasoner, Chairman, Chamber of Commerce, requested that the Commission continue to support this project in every way. It is a great location right off 10th Avenue and is a tremendous asset for the community.

JOURNAL OF COMMISSION PROCEEDINGS**April 20, 2021**

Andy Ferrin, Chairman, Downtown Great Falls Association, 308 1st Avenue South, expressed support for the project, noting that it is a great community asset.

Shane Etzweiler, President/CEO of the Great Falls Area Chamber of Commerce, 100 1st Avenue North, appearing via Zoom, reported that the Chamber fully supports this project.

Michelle Fried, board member of the Downtown Great Falls Association and Great Falls Area Chamber of Commerce, appearing via Zoom, noted her full support of the project location at Lions Park. She urged the Commission's approval of setting the public hearing.

Written communication in support of Item 15 was received from: **Dr. Tony Aretz, Lt. Col., USAF Ret.**, and City residents and business owners **Courteney Ferrin** and **John Barnes**.

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

Commissioner Tryon inquired if staff was continuing to work with what was previously known as the Office of Economic Adjustment (OEA) and the Department of Defense on this project and whether there were any outstanding compliance issues. He doesn't want to move forward with this project if down the road there are issues and the City is stuck with costs.

Commissioner Houck noted a possible conflict of interested with regard to Commissioner Tryon's comments. She noted that the City did receive a complaint from Commissioner Tryon's employer.

Manager Doyon commented that he does believe Commissioner Tryon's comments were referring to a complaint that was filed by Phil Faccenda against the City's process for securing the project management and design of the facility. He clarified that, yes, staff is working in cooperation with the Office of Local Defense Community Cooperation (OLDCC) as the grant administrator, as well as the compliance officer.

On February 24, 2021, liaison Tim Robert made him aware of a complaint that was filed with his boss. He was advised that the DCIP program director received a call from Phil Faccenda regarding the City's procurement process claiming that an unfair preference was given to the firm that helped with the grant submittal. On March 1st he responded and included the documents that were utilized during that process. He received an email back from OLDCC that basically said we were all set. Until recently, he received some additional requests from Mr. Faccenda to demonstrate that the City was compliant with the federal acquisition process. City Attorney Sexe looked at it and opined that the City was compliant. Because she participated in the selection process there was a conflict. Because of Attorney Sexe's conflict, he retained the services of outside counsel, Jim Zadick. Attorney Zadick researched how the City conducted itself in comparison to the federal regulations and opined that the City satisfactorily met the conditions required by the grant. That opinion has been submitted to OLDCC. He will update the Commission upon receiving a response.

Commissioner Tryon concluded that he is looking forward to that response. He supports the project but doesn't want a situation like the CDBG repayment of monies a few years ago.

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

Motion carried 5-0.

JOURNAL OF COMMISSION PROCEEDINGS
April 20, 2021

Commissioner Moe moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution of Intent 10401, and set a public hearing for May 18, 2021.

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

Barney Danishefsky, Chairman, Neighborhood Council 9, reported that the last three NC 9 meetings have been regarding this project. There is overwhelming support for the project. The only negative comments were regarding traffic which is being addressed. Neighborhood Council 9 has unanimously voted to support this resolution as well as the project in general. The council's next meeting will cover the traffic study to get a baseline of what the current traffic is. He will report back to the Commission after that meeting.

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

16. RESOLUTION 10403, RESCINDING RESOLUTION 10341, AFFIRMING A LOCAL EMERGENCY AND ACKNOWLEDGING AND DEFINING THE CITY MANAGER'S POWER TO DECLARE AN EMERGENCY AND THE CITY MANAGER'S EXERCISE OF THAT AUTHORITY.

City Attorney Sara Sexe reported that a state of emergency was declared in the incorporated City limits of Great Falls on March 19, 2020, by the City Manager as the principal executive officer for the City of Great Falls pursuant to Mont. Code Ann. 10-3-402. The City Commission adopted Resolution 10341 on March 23, 2020 authorizing the City Manager to waive enforcement of City Ordinances as necessary to effectively address the emergency. The City Manager issued Executive Orders, summarized as follows:

Executive Order 2020-1

Order suspending enforcement of Sections 10.9.030, 10.9.040 and 17.20.6.060, and related provisions of the Official Code of the City of Great Falls (OCCGF) pertaining to parking and residing in recreational vehicles.

Executive Order 2020-2

Order suspending general enforcement of sections of the Official Code of the City of Great Falls (OCCGF) which conflict with the Governor's Stay Home Directive, and suspending enforcement of OCCGF 8.2.220, 13.2.070, and related provisions pertaining to utility billing.

Executive Order 2020-3

Order suspending multi-animal permit and multiple animal hobby breeder permit inspections pursuant to the Official Code of the City of Great Falls (OCCGF) Section 6.1.090, and related provisions.

JOURNAL OF COMMISSION PROCEEDINGS
April 20, 2021

Executive Order 2020-4

Order enforcing the Governor's Directive Implementing Executive Orders 2-2020 And 3-2020 And Providing Guidance For The Phased Reopening Of Montana And Establishing Conditions For Phase One, suspend enforcement of any provisions of the Official Code of the City of Great Falls, (OCCGF) which are contrary to such Directive, and suspension of late fees for certificates and permits.

Executive Order 2020-5

Order suspending general enforcement of portions of Resolution 10312, setting fees for the Mansfield Center for the Performing Arts, which consists of the Mansfield Theater, Mansfield Convention Center and meeting rooms by allowing a 25% reduction in room rental fees from June 1, 2020 through August 31, 2020.

Executive Order 2020-6

Order amending Executive Order 2020-1 by reinstating enforcement of the Official Code of the City of Great Falls (OCCGF) § 10.9.030 and 10.9.040, and all other OCCGF provisions related to metered and timed parking spaces in the Downtown Parking District. All other provisions of Executive Order 2020-1 remain in effect.

The City Manager issued Administrative Orders 6-20, 7-20, 8-20 and 9-20 related to employee travel and quarantines that will also be rescinded. Summaries of these are:

Administrative Order 6-20

Order limiting non-essential work related travel in/or out of state during the State of Emergency.

Administrative Order 7-20

Order related to Montana Governor Steve Bullock's Directive Implementing Executive Orders 2-2020 and 3-2020 providing mandatory quarantine for certain travelers arriving from another state or country requirement to provide notification of travel to supervisor and department director.

Administrative Order 8-20

Order Related to COVID-19 Phase One Reopening issued on April 24, 2020 regarding the mandatory self-quarantines and required notifications as set forth in Administrative Order 7-20 being relaxed.

Administrative Order 9-20

Order removing mandatory self-quarantines and required notifications set forth in Administrative Orders 7-20 and 8-20 effective June 1, 2020.

On January 13, 2021, Montana Governor Gianforte rescinded Executive Orders declaring that a statewide emergency runs concurrent to the President of the United States' emergency declaration, and the Cascade City County Health Department also adopted Revised COVID-19 Control Measures on January 20, 2021. The need for the City Manager's immediate emergency powers

JOURNAL OF COMMISSION PROCEEDINGS
April 20, 2021

under Resolution 10341 and §7-34-4101 appears to have been reduced, and the inability to convene a quorum of the City Commission has been diminished.

City Manager Greg Doyon reported that this was an unprecedented experience for him and many City Managers across the country that had to declare an emergency of this nature, not only with the scope of the pandemic, but the duration of it. He used that authority to help the community get through the pandemic.

Commissioner Tryon moved, seconded by Commissioner Moe, that the City Commission adopt Resolution 10403.

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

John Hubbard, City resident, commented that he won't listen to anyone that says not to wear a mask.

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

Mayor Kelly inquired if people were still allowed late payments on utilities.

City Attorney Sexe responded that is one of the executive orders that will be rescinded.

Mayor Kelly inquired how the public was going to be notified.

City Attorney Sexe responded that the communications department could provide information to the public that these executive orders have been rescinded.

City Manager Doyon added that public information will be issued and also included in the utility billing.

Commissioner Moe inquired about the prohibition of residing in recreational vehicles.

Manager Doyon responded if someone demonstrated to the City they had an emergent situation the City has some discretion if that were the case.

City Attorney Sexe added that the legal department works with code enforcement on issues of that nature to try to determine if there is mitigating factor to cause enforcement to be reduced.

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

Motion carried 5-0.

CITY COMMISSION

17. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS

Mayor Kelly announced that in person Commission meetings will resume May 4, 2021, with physical distancing and masks required in the Chambers, as long as it is safe to do so. The public

JOURNAL OF COMMISSION PROCEEDINGS
April 20, 2021

will have the capability to call in, the meeting will be live-streamed, broadcast on cable channel 190 and will be recorded. There will no longer be a Zoom presence.

Commissioner Robinson read a press release he authored announcing that he will not be running for re-election.

Commissioner Moe inquired if a response was received from Governor Gianforte to the Commission's request for an environmental impact study pertaining to Madison Food Park.

City Attorney Sexe responded that no response has been received.

Commissioner Houck requested that the Commission be made aware next week of any altered or extra meeting dates to the Commission's upcoming schedule.

18. LEGISLATIVE INITIATIVES.

None.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Moe moved, seconded by Commissioner Robinson, to adjourn the regular meeting of April 20, 2021, at 10:08 p.m.**

Motion carried 5-0.

Mayor Bob Kelly

Deputy City Clerk Darcy Dea

Minutes Approved: May 4, 2021



Commission Meeting Date: May 4, 2021
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

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

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECK RUNS FROM NEW WORLD APRIL 8, 2021 - APRIL 21, 2021	674,679.50
ACCOUNTS PAYABLE CHECK RUNS FROM MUNIS APRIL 8, 2021 - APRIL 21, 2021	1,329,835.47
TOTAL: \$	<u><u>2,004,514.97</u></u>

SPECIAL REVENUE FUND

STREET DISTRICT

UNITED MATERIALS OF GREAT FALLS	OF 1467 LOWER NORTH SIDE WATER MAIN REPLACEMENT (SPLIT AMONG FUND)	61,793.77
---------------------------------	--	-----------

PARK DISTRICT

L'HEUREUX PAGE WERNER PC	INDOOR AQUATIC AND RECREATION CENTER DESIGN	248,493.10
--------------------------	---	------------

ENTERPRISE FUNDS

WATER

UNITED MATERIALS OF GREAT FALLS	OF 1467 LOWER NORTH SIDE WATER MAIN REPLACEMENT (SPLIT AMONG FUND)	10,210.31
SLETTEN CONSTRUCTION CO	OF 1637.1 WTP FILTRATION IMPROVEMENTS	204,156.81

TRUST AND AGENCY

PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	46,612.00
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	48,701.46
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	66,939.61
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	125,944.89
US BANK	FEDERAL TAXES, FICA & MEDICARE	201,575.39
LABORERS INTERNATIONAL UNION	EMPLOYEE CONTRIBUTIONS	27,236.89
MONTANA OE - CI TRUST FUND	EMPLOYEE CONTRIBUTIONS	26,880.25
MONTANA VEBA HRA	EMPLOYEE CONTRIBUTIONS	60,514.64
MONTANA MUNICIPAL INTERLOCAL AUTHORITY	2021 2ND QTR WORKCOMP	249,119.53

UTILITY BILLS

ENERGY KEEPERS, INC.	MARCH 2021 ENERGY	43,465.50
ENERGY WEST RESOURCES	MARCH 2021 CHARGES	32,603.61
HIGH PLAINS LANDFILL	MARCH 2021 SANITATION CHARGES	83,195.79

CLAIMS OVER \$25000 TOTAL: \$ 1,537,443.55

CITY OF GREAT FALLS, MONTANA

COMMUNICATION TO THE CITY COMMISSION

DATE: May 4, 2021

ITEM: CONTRACTS LIST
 Itemized listing of administratively approved contracts.
 (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

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Planning and Community Development	NeighborWorks Great Falls	05/04/2021-06/30/2022	\$75,000	2020/2021 HOME Investment Partnership Program Agreement to fund construction costs of an affordable single family dwelling located at 1309 3 rd Avenue South (CR: 120120.10)
B	Planning and Community Development	NeighborWorks Great Falls	05/04/2021-06/30/2022	\$75,000	2020/2021 HOME Investment Partnership Program Agreement to fund construction costs of an affordable single family dwelling located at 1313 3 rd Avenue South (CR 120120.10)

<p>C</p>	<p>Planning and Community Development</p>	<p>YWCA Great Falls</p>	<p>05/04/2021-06/30/2022</p>	<p>\$50,000</p>	<p>2020/2021 Community Development Block Grant (CDBG) Agreement to provide one-on-one counseling to 100 low to moderate income individuals that have been affected by Coronavirus (CR 070720.23)</p>
<p>D</p>	<p>Public Works/ Environmental Division</p>	<p>Calumet Montana Refining, LLC</p>	<p>05/04/2021-04/22/2026</p>	<p>N/A</p>	<p>Letter Agreement for temporary access to City property located at 1600 6th Street Northeast and adjacent to the south of the eastern portion of the (east of 10th Street) of the Calumet Refinery located at 1900 10th Street NE along North River Road to perform investigative and remediation activities to property</p>



Commission Meeting Date: May 4, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Construction Contract Award: 22nd Avenue South Detention Pond Upgrades, OF 1554.7

From: Engineering Division

Initiated By: Public Works Department

Presented By: Paul Skubinna, P.E., Public Works Director

Action Requested: Consider Bids and Approve Contract

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) a contract in the amount of \$166,574.00 to Shumaker Trucking & Excavating Contractors, Inc., for the 22nd Avenue South Detention Pond Upgrades, 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.

Staff Recommendation: Approve construction contract award.

Summary:

This detention pond upgrades project is an adaptation of the South Great Falls Storm Drain Improvements project completed in 2017. The 2017 project established the infrastructure to manage the volume of storm water and reduce potential flooding issues in the South Great Falls Basin. This project will install two sediment fore-bays at the pond inlet locations. These fore-bays will help improve the quality of the storm water discharged from the basin.

Background:

The North and East banks of the detention pond on 22nd Avenue South have undergone significant erosion as a result of storm water runoff from surrounding properties. The erosion has occurred due to the loose sandy soils along the side slopes and lack of quality established vegetation.

The detention pond has also accumulated a significant amount of sediment near the pond inlets that impacts the overall effectiveness of the pond system. This accumulation of sediment reduces the volume of water the pond can contain during larger events. The reduced pond volume could lead to embankment overtopping and increased flooding.

Workload Impacts

Design phase engineering plans and specifications were completed by Water and Environmental Technologies (W.E.T.) with assistance from City Engineering staff and City Utilities Division staff. W.E.T staff will provide construction phase engineering services and project inspection. City Engineering will provide project management and contract administration.

Purpose

The purpose of this project is to conduct slope repairs and upgrade the detention pond on 22nd Avenue South. One part of this project is to reestablish the eroded banks by removing the loose sandy soil and replacing it with 18-inches of lightly compacted topsoil and reseed. This will help to establish vegetation along the bank and minimize the erosion.

The other part of the project is retrofitting the two pond inlet locations with sediment fore-bays. A fore-bay is a small basin designed to provide retention for a portion of the first flush storm water runoff and allow sediment to settle out from the incoming storm water. Fore-bays help isolate sediment deposition, improve storm water quality and facilitate maintenance and effectiveness of the pond. The addition of the sediment fore-bays will modify the pond to function more as an Extended Detention Basin (EDB) instead of a standard stormwater pond. An EDB is a sedimentation basin designed to detain and slowly release stormwater over an extended period of time allowing for treatment of stormwater while also managing stormwater volume. At the conclusion of this project the pond will continue to reduce potential flooding issues as well as improve the quality of the water being discharged from the pond. These improvements will also aide in the City's demonstration of compliance with MT DEQ's Municipal Separate Storm Sewer System (MS4) General Permit.

Project Work Scope

Work to be performed under this contract includes the following: Construction of one concrete fore-bay and one excavated fore-bay in the 22nd Avenue South Stormwater Detention Pond. The work additionally includes two chain link access gates, gravel access ramps, gravel truck pads, riprap aprons, site grading, revegetation and other miscellaneous related work.

Evaluation and Selection Process

The specifications were advertised two times in the Great Falls Tribune. Two responsive bids were received on April 21, 2021 ranging from \$166,574.00 to \$184,700.00. Shumaker Trucking & Excavating Contractors, Inc. submitted the lowest responsible bid.

Conclusion

The project has been selected, prioritized, and executed in accordance with the Public Works Capital Improvement Program and City Stormwater quality initiatives and MS4 program. It is budgeted utilizing the Storm Drain Utility Enterprise Funds. The project will result in improved runoff water quality and improved system maintenance and capabilities to ensure adequate EDB function into the future.

Fiscal Impact:

The attached bid tabulation summarizes bids that were received. City Storm Utility Enterprise Funds are programmed for this project.

Alternatives:

The City Commission could vote to deny award of the construction contract and re-bid or cancel the project. This action would result in delaying the project leading to increased sediment buildup reducing

pond volume. Reducing the pond volume could lead to increased flooding issues, more costly repairs and maintenance as well as potential litigation.

Concurrences:

City Engineering staff, City Environmental Division staff, and City Utilities Division staff, recommend award of the bid.

Attachments/Exhibits:

OF 1554.7 Bid Tab

OF 1554.7 Vicinity Map

CITY OF GREAT FALLS
 P.O. BOX 5021
 GREAT FALLS, MT 59403

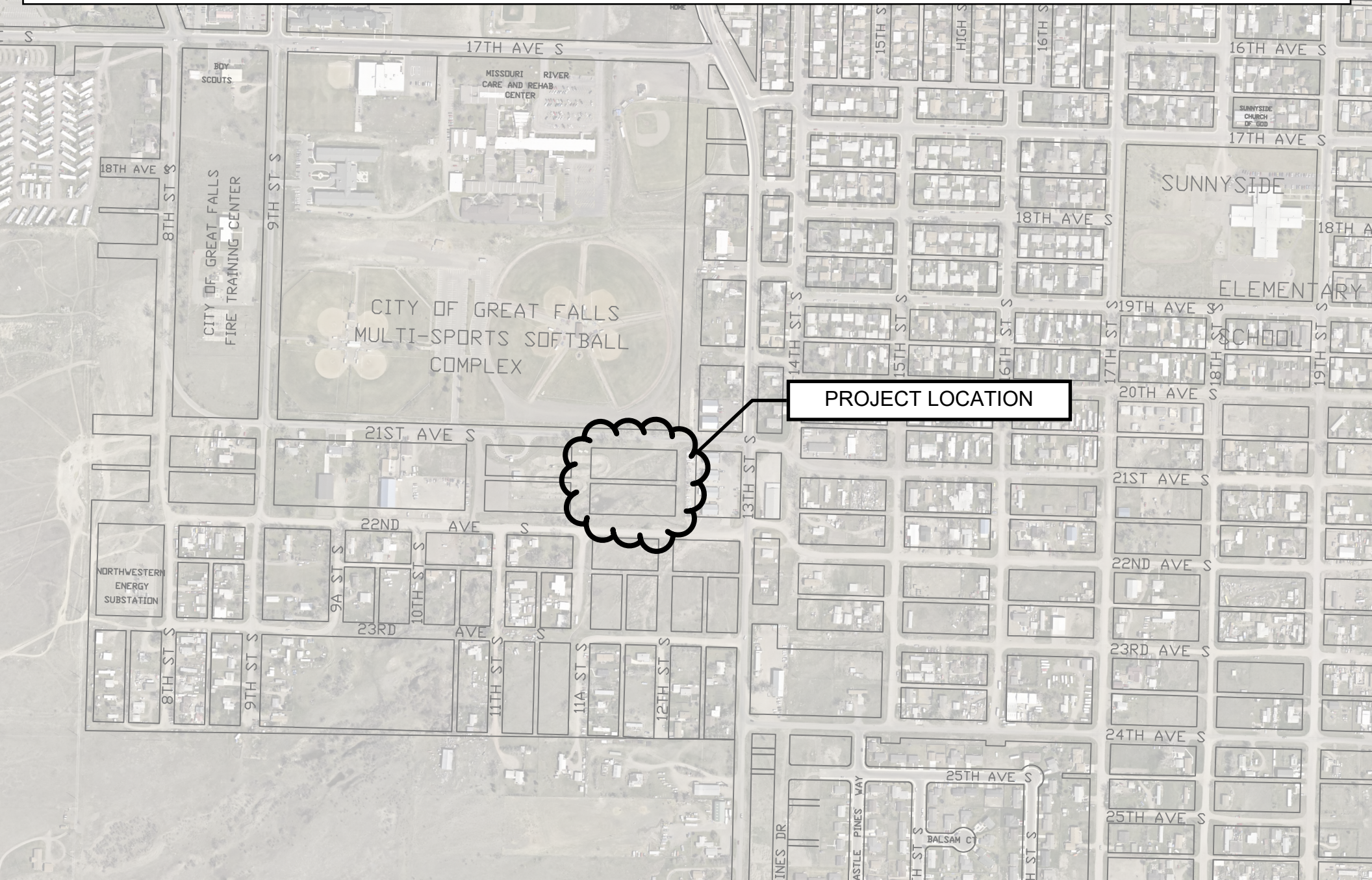
BID TABULATION SUMMARY

22nd Ave S Detention Pond Upgrades
 O.F. 1554.7

Project Number _____
 Bids Taken at Civic Center
 Date: April 21, 2021
 Tabulated By: Russ Brewer

	Name & Address of Bidder	Acknowledge Addendum #1	10% Bid Security	Certificate of Non-Segregated Facilities	Certificate of Compliance with Insurance Req.	Total Bid
1	Shumaker Trucking Company P.O. Box 1279 Great Falls, MT 59403-1279	X	X	X	X	\$166,574.00
2	MRTE Construction PO Box 538 Black Eagle MT 59414	X	X	X	X	\$184,700.00
3						
4						
5						
6						
7						
8						
9						
10	Engineer's Estimate					\$138,500.00

22ND AVE. SOUTH STORMWATER DETENTION POND UPGRADES OFFICE FILE 1554.7



PROJECT LOCATION



Commission Meeting Date: May 4, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Approval of a Community Development Block Grant (CDBG-CV) Funding Agreement for the purchase of a Mobile Medical Clinic by Alluvion Health to respond to the pandemic.

From: Planning and Community Development

Initiated By: Alluvion Health

Presented By: Craig Raymond, Director

Action Requested: Approve a CDBG-CV Funding Agreement in the amount of \$185,725 with Alluvion Health for the purchase of a Mobile Medical Clinic.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the 2020/2021 Community Development Block Grant - CV Agreement by and between the City of Great Falls and Community Health Care Center d/b/a Alluvion Health in the amount of \$185,725 for the purchase of a Mobile Medical Clinic to provide public services such as vaccination distribution, COVID testing, and other health related services in response to the current Coronavirus Pandemic.”

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

Staff Recommendation: Staff recommends approval of the requested CDBG-CV Funding Agreement.

Summary: Alluvion Health has submitted a request for \$185,725 of CDBG-CV funds for the purchase of a Mobile Medical Clinic capable of providing Coronavirus response to some of the most vulnerable residents in the City of Great Falls. The Mobile Clinic will be a 25 foot vehicle designed by Matthews Specialty Vehicles. It will have a location for intake/reception, lab work, a testing/vaccination area, as well as an onboard restroom facility. The mobile unit will be used to reach those that have accessibility barriers as well as many lower income housing facilities and complexes in Great Falls. Alluvion is working closely with many other organizations to prioritize and identify those in the community that are in need of mobile services. As a requirement of CDBG Funding, the Mobile Clinic will be utilized to provide healthcare response during the pandemic and will continue to provide healthcare response to low to moderate income persons after the pandemic is over.

The proposed project was evaluated by CDBG Program staff for funding eligibility as well as evaluated by the City Staff Grant Committee. The proposal is in compliance with all program requirements because it serves low to moderate income persons by providing a Public Service that is responding to the pandemic.

Additionally, Public Service activities are specifically identified as a priority for the use of CDBG-CV funding in the City's amended 2019 Annual Action Plan.

Fiscal Impact: There is no fiscal impact as the proposed project will be funded with CDBG-CV funding.

Alternatives: If the Commission were to reject the proposed funding agreement, the purchase of the Mobile Medical Clinic by Alluvion to provide services to Great Falls would not take place.

Concurrences: Staff from Planning and Community Development have coordinated with HUD staff out of the Denver office to ensure the eligibility of this request.

Attachments/Exhibits:

2020/2021 Community Development Block Grant Funding Agreement

CITY OF GREAT FALLS
2020/2021 Community Development Block Grant Agreement
BY AND BETWEEN
THE CITY OF GREAT FALLS, MONTANA, AND
Community Health Care Center dba Alluvion Health

Community Health Care Center dba Alluvion Health, hereinafter referred to as the Grantee, hereby enters into this Agreement with the Planning and Community Development Department of the City of Great Falls, a Municipal Corporation of the State of Montana, hereinafter referred to as the City on this 16th day of April, 2021.

SECTION 1 – PROJECT DESCRIPTION

The Grantee has approved of, and hereby agrees to, the following project description, program budget and tentative activity schedule:

- A. The Grantee has been awarded as a subrecipient of the City to receive United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds in the amount of \$185,725. The special allocation of CDBG, known as CDBG-CV, was authorized on March 27, 2020, when the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was signed into law. The PY20 CDBG-CV funds were awarded to the City of Great Falls by HUD on July 23, 2020.
- B. Personnel assigned to scope of work includes: Zac Griffin
Contact Information: zgriffin@alluvionhealth.org (406)868-9729
- C. The project scope will provide a mobile medical unit to prevent, prepare and respond to Coronavirus by providing health services such as vaccination distribution, testing locations, and other health related response to low to moderate income individuals in the City of Great Falls. The project will be implemented during the time period of May 2021 to June 30, 2022.
- D. Grantee is responsible for any costs and for expenses incurred in excess of the grant amount. Non-profit agencies will not be funded for staff salaries, benefits, office consumables, and rent payments for agency office space or utility costs. All grant funds will need to be expended by the Grantee prior to June 30, 2022. Any remaining unspent funds will revert back to the City after that date.
- E. Requests for extension can be submitted by the Grantee and considered for approval by the City. Extension requests must be submitted by May 31, 2022. Refer to *24 CFR 570.503* regarding Scope of Work, Time of Performance, and budget documentation.

NATIONAL OBJECTIVE

The CDBG national objective most pertinent to the proposed project is to benefit low and moderate income individuals with Coronavirus related health services which will provide a suitable living environment.

Determination of eligibility is fully described in 24 CFR 570.200 through 24 CFR 570.209.

The project will address the national objective by providing a mobile medical unit to prevent, prepare and respond to Coronavirus for low to moderate income individuals by providing vaccination distribution, testing, and other health related services within the jurisdiction.

SECTION 2 – GENERAL CONDITIONS

A. GENERAL COMPLIANCE:

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570. These are the HUD regulations concerning the CDBG program. The Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. Additionally all regulations under 2 CFR 200 apply and the Federal Register Notice FR-6218-N-01.

B. INDEMNIFICATION:

- a. The Grantee waives any and all claims and recourse against the City of Great Falls, including the right of contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incidental to the Grantee's or any subrecipient's performance of this Contract.
- b. The Grantee shall indemnify and hold harmless the City of Great Falls and its agents and employees from and against all claims, damages, losses and expenses, penalties including attorney fees arising out of, or resulting from, the performance of the work, provided that any such claim, damage, loss, or expense which is:
 - i. attributable to bodily injury, sickness, disease or death or to damage or destruction of tangible property, other than the work itself, including the loss and use resulting therefrom;
 - ii. caused in whole or in part by any negligent act or omission of the contractor(s), and subcontractor(s), or anyone directly or indirectly employed by any one of them or anyone else, for whose acts any of them may be liable, regardless whether or not is caused in part or by party indemnified hereunder; and,
 - iii. caused in whole or in part by its failure to adhere to the terms of this contract.

C. SUSPENSION/TERMINATION/REIMBURSEMENT:

The Grantee agrees that suspension or termination of this project may occur if the Grantee materially fails to comply with any term of this Agreement, or any rules, regulations or

provisions referred to herein, and that this grant may be terminated by the City for convenience. These conditions are fully described below in 2 CFR 200.338 and 2 CFR 200.339.

1. 2 CFR 200.338 Remedies for Noncompliance

- a. If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in § 200.207 Specific Conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:
- i. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
 - ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - iii. Wholly or partly suspend or terminate the Federal award.
 - iv. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
 - v. Withhold further Federal awards for the project or program.
 - vi. Take other remedies that may be legally available.

2. 2 CFR 200.339 Termination

- a. The Federal award may be terminated in whole or in part as follows:
1. By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 2. By the Federal awarding agency or pass-through entity for cause;
 3. By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or

4. By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.
- b. When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).
1. The information required under paragraph (b) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either –
 - i. Has exhausted its opportunities to object or challenge the decision, see § 200.341 Opportunities to object, hearings and appeals; or
 - ii. Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.
 2. If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:
 - i. Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days;
 - ii. Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.
 3. Federal awarding agencies, shall not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal entity asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a

disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.

- c. When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§ 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

D. REVERSION OF ASSETS:

1. Upon final payment by the City, the Grantee agrees that any unspent funds shall no longer be obligated by the City to the Grantee.
2. The Grantee agrees to the following:
 - a. It will strive to deliver the kinds of services to the types of beneficiaries that will enable it to always meet at least one of the national objectives of the CDBG program referred to in *24 CFR 570.208*. This stipulation is in effect for five years from the date of issuance of the final payment by the City for this activity;
 - b. If at any time during these five years the Grantee is no longer conducting a program or programs that are CDBG eligible, the Grantee agrees to return all furnishings, equipment, or personal property that was paid for by CDBG funds, or reimburse the City in the amount that is equal to the value;
 - c. This agreement shall comply with the requirements specified in *24 CFR 570.503(b)(7)*; and
 - d. If any furnishings, equipment or personal property (under the above the criteria) are no longer in control or possession of the Grantee, said Grantee agrees to reimburse the City in the amount that is equal to the furnishing, equipment, or personal property value at the time of the purchase, and that the City may use any legal means necessary to obtain restitution for these items from the Grantee.

E. TERM OF THE AGREEMENT:

1. The term of this Agreement with the exception of Section 2-D above shall expire when the final payment is made or on June 30, 2022, whichever is later.
2. The term of the Agreement pertaining to Section 2-D shall expire only when the applicable criteria are met by the Grantee and accepted by the City.

F. PUBLICATIONS:

In all documents referencing the CDBG Project the Grantee agrees to insert the following language, to the fullest extent possible, and submit a copy to the City: “-funded by the City of Great Falls CDBG Program.”

SECTION 3 – ADMINISTRATION REQUIREMENTS

A. FINANCIAL MANAGEMENT:

1. The Grantee agrees to provide the City with the following documents (if applicable) before any funds are disbursed by the City:
 - a. This signed Community Development Block Grant Agreement;
 - b. Grantee’s Articles of Incorporation;
 - c. Grantee’s tax-exempt status certification;
 - d. Grantee’s by-laws or other such operational information;
 - e. Any other pertinent information which the City requests; and
 - f. Any Grantee lease agreements.

2. The Grantee shall comply with the current requirements and standards, in effect to the date of this agreement, of 2 *CFR, Part 200* and containing reference to 2 *CFR, Part 230, “Cost Principles for Non-Profit Organizations”* or 2 *CFR, Part 220, “Cost Principles for Educational Institutions,”* as applicable, and with the following Attachments to 2 *CFR, Part 215*:
 - (1) “Financial Reporting”;
 - (2) “Bonding and Insurance”;
 - (3) “Retention and Custodial Requirements for Records”;
 - (4) “Standards for Financial Management Systems”;
 - (5) “Monitoring and Reporting Program Performance”;
 - (6) “Property Management Standards”; and
 - (7) “Procurement Standards”.

B. DOCUMENTATION AND RECORD-KEEPING:

1. The Grantee agrees to maintain all records required by the Federal regulation specified in 24 *CFR Part 570.506*, which are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

- c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - d. Financial records as required by *24 CFR Part 570.502*, and *2 CFR Part 200*; and
 - e. Other records necessary to document compliance with Subpart K of *24 CFR 570*.
2. The Grantee shall retain all records pertinent to expenditures incurred under this contract for period of five (5) years after the termination of all activities funded under this Agreement.
3. The Grantee shall maintain grant beneficiary information, as requested by the City which will include client eligibility for services, and client ethnicity. The Grantee agrees to provide the City all non-duplicated information required. This report is due, upon request of funds or, if not applicable, on or before July 31, 2022, and will cover the period from May 2021 through June 30, 2022 unless otherwise specified by the City.
4. The Grantee understands that certain client information collected under this contract is private and use or disclosure of such information, when not directly connected with the administration of the City's or Grantee's responsibilities with respect to services provided under this contract, is prohibited. Client information that might be utilized for identity theft including Social Security numbers, bank account numbers, and other personal information shall be kept under lock and key by the Grantee.
5. The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall confirm with the "changes in use" restrictions specified in *24 CFR Parts 570.503 (b)(7)*, as applicable.
6. All Grantee records with respect to any matters covered by this Agreement shall be made available to the City or HUD, at any time during normal business hours, as often as the City or HUD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after the Audit Report. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.
7. At the City's discretion, the City may monitor the Grantee on-site to review all Grantee records with respect to any matters covered by this Agreement. A fifteen (15) day notice of an on-site monitoring will be provided and in accordance with *24 CFR 570 Part 570.502(b)(vii)*. On-site monitoring of the Grantee will be conducted less frequently than quarterly and more frequently than annually.

8. Under the conditions of 24 CFR 570.508, public access to program records shall be provided to citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality, notwithstanding 2 CFR 200.337.

C. REPORTING AND PAYMENT PROCEDURES:

1. Program Income

The Grantee agrees that this CDBG activity, as proposed, generates no program income as defined in 24 CFR 570.500(a) and therefore, the requirements of 24 CFR 570.504 are not applicable to this project. This paragraph does not nullify any of the requirements described in Section 2-D of this Agreement.

2. Payment Procedures

The City will pay to the Grantee/Contractor funds available under this contract based upon information submitted by the Grantee and consistent with any approved budget, and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Grantee. Final invoices must be received by City no later than 15 days after the end of the contract to be eligible for payment, unless an extension is given by the City.

3. Progress Reports

The Grantee shall submit regular progress reports to the City in the form, content, and frequency as required by the City.

D. PROCUREMENT:

1. Federal Standards

The Grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 215.40, Procurement Standards.

2. Compliance

The Grantee agrees to comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided therein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this contract.

E. OTHER PROGRAM REQUIREMENTS:

1. The Grantee shall carry out the activities under this contract in compliance with all Federal laws and regulations as described in 24 CFR 570 Subpart K:

- (1) 570.600, General;
- (2) 570.601, Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063; 99;
- (3) 570.602, Section 109 of the Act;
- (4) 570.603, Labor Standards;
- (5) 570.604, Environmental Standards;
- (6) 570.605, National Flood Insurance Program;
- (7) 570.606, Displacement, Relocation, Acquisition, and Replacement of Housing;
- (8) 570.607, Employment and Contracting Opportunities;
- (9) 570.608, Lead-Based Paint;
- (10) 570.609, Use of Debarred, Suspended or Ineligible Contractors or Subrecipients;
- (11) 570.610, Uniform Administrative Requirements and Cost Principles;
- (12) 570.611, Conflict of Interest;
- (13) 570.612, Executive Order 12372; and
- (14) 570.613, Eligibility Restrictions for Certain Resident Aliens;
- (15) 570.614, Architectural Barriers Act and the Americans with Disabilities Act; and except that:
 - (i) The Grantee does not assume the City's environmental responsibilities described in 570.604; and
 - (ii) The Grantee does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

SECTION 4 – PERSONNEL & PARTICIPANT CONDITIONS

A. CIVIL RIGHTS :

- 1. Compliance
 Grantee will comply with Federal requirements set forth in 24 CFR Part 5, subpart A which includes nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended, or ineligible contractors; and drug-free workplace.
- 2. Nondiscrimination
 The Grantee will not discriminate against any employee or applicant for employment, because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Grantee will take affirmative action to insure that all employment practices are free from such discrimination.

B. AFFIRMATIVE ACTION:

- 1. W/MBE

The Grantee will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract.

2. Access to Records

The Grantee shall furnish and cause each of its own subrecipients or subcontractors, to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. EEO Statement

The Grantee will, in all solicitations or advertisements for employees and/or contractors placed by or on behalf of the Grantee, state that it is an Equal Opportunity Employer under the provisions of 24 CFR 570.607(a).

4. Subcontract Provisions

The Grantee will include the provisions of the above paragraphs regarding Civil Rights and Affirmative Action in every subcontract, so that such provisions will be binding upon each of its own subrecipients or subcontractors. City will monitor all subcontracts/agreements to verify that Grantee is in compliance.

C. EMPLOYMENT RESTRICTIONS:

1. Labor Standards

The Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.

- a. This requirement applies for all contractors engaged under contracts in excess of \$2,000 and shall apply to residential properties only if such property contains no less than 8 units; for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract. The Grantee shall maintain and obtain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of the paragraph.

2. Section 3 Clause

The Grantee affirms that to the maximum extent possible it will employ local (Section 3) contractors on any projects using CDBG funds (under the provisions of 24 CFR 135).

All Section 3 covered contracts shall include the following terms (referred to as the Section 3 clause):

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3, is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees, and applicants for training and employment positions, can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

- e. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- f. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that, to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

D. CONDUCT:

1. Assignability

The Grantee shall not assign this contract or any of the payments that become due without the written consent of the City.

2. Subcontracts

The Grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such an agreement.

- a. The City will monitor all subcontracted services to assure contract compliance.
- b. The Grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- c. The Grantee shall undertake procedures to ensure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of contracts and subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Conflict of Interest

Except for approved administrative and/or personnel costs, no person having responsibilities dealing with CDBG assisted activities may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract,

subcontract or agreement, either for themselves or their family, during their tenure or for one year thereafter. In its entirety:

24 CFR §570.611 Conflict of interest.

(a) *Applicability.*

(1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.317 and 200.318, shall apply.

(2) In all cases not governed by 2 CFR 200.317 and 200.318, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(i)).

(b) *Conflicts prohibited.* The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) *Exceptions.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

(ii) Whether an opportunity was provided for open competitive bidding or negotiation;

(iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;

(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;

(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.

4. Religious Organization

The Grantee agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR

570.200(j). The Grantee hereby certifies that none of the beneficiaries of its activities or services are based upon any religious preference.

5. Political Activities and Lobbying

The Grantee agrees that under *24 CFR 507.207*, the following activities will not be assisted with CDBG funds:

- a. Buildings or portions thereof, used for the general conduct of government as defined at § 570.3(d);
- b. General government expenses; and
- c. Political activities.
- d. The Grantee certifies, to the best of his or her knowledge and belief, that:
 - (i) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
 - (ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
 - (iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to penalty as authorized by section 1352, Title 31, U.S. Code.

APPROVED BY: THE CITY OF GREAT FALLS:

Gregory T. Doyon, City Manager

DATE: _____

ATTEST:
(Seal of the City)

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney*

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

APPROVED BY: Community Health Care Center dba Alluvion Health



Trista Besich, CEO



Commission Meeting Date: May 4, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Approval of a Community Development Block Grant (CDBG) Funding Agreement for public housing modernization of the existing elevator located in Austin Hall

From: Planning and Community Development

Initiated By: Great Falls Housing Authority

Presented By: Craig Raymond, Director

Action Requested: Approval of CDBG Funding Agreement in the amount of \$300,000 with the Great Falls Housing Authority for the existing elevator modernization at Austin Hall.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the 2020/2021 Community Development Block Grant Agreement by and between the City of Great Falls and the Great Falls Housing Authority in the amount of \$300,000 for the existing elevator modernization at Austin Hall.”
2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends approval of the requested CDBG Funding Agreement.

Summary: The Great Falls Housing Authority has submitted a request for \$300,000 of CDBG funds for the purpose of public housing modernization to the existing elevator in Austin Hall. Austin Hall is designated as elderly/disabled housing which provides housing to 34 families in the community. The current elevator is 40+ years old and previous inspections have noted that the systems that are in place are antiquated and replacement parts are no longer available. The need for accessibility is important for this facility as the use of stairs is not an option for some of the residents.

The proposed project was evaluated by CDBG Program staff for funding eligibility as well as evaluated by the City Staff Grant Committee. The proposal is in compliance with all program requirements because it serves low to moderate income persons and families residing in Austin Hall. Additionally, Public Housing Modernization is specifically identified as a priority for the use of CDBG funding in the City’s current Annual Action Plan.

Fiscal Impact: The entire cost of the elevator modernization will be covered through CDBG funding. No local match is required for the project to be eligible. This alleviates a significant amount of funds for the Great Falls Housing Authority’s budget to work on other housing related improvements.

Alternatives: If the Commission were to reject the proposed funding agreement, the Great Falls Housing Authority would need to fund the project with their own funding.

Concurrences: Staff from Planning and Community Development have coordinated with HUD staff out of the Denver office to ensure the eligibility of this request.

Attachments/Exhibits:

2020/2021 Community Development Block Grant Funding Agreement

**CITY OF GREAT FALLS
2020/2021 Community Development Block Grant Agreement
BY AND BETWEEN
THE CITY OF GREAT FALLS, MONTANA, AND
Great Falls Housing Authority**

Great Falls Housing Authority, hereinafter referred to as the Grantee, hereby enters into this Agreement with the Planning and Community Development Department of the City of Great Falls, a Municipal Corporation of the State of Montana, hereinafter referred to as the City on this 16th day of April, 2021.

SECTION 1 – PROJECT DESCRIPTION

The Grantee has approved of, and hereby agrees to, the following project description, program budget and tentative activity schedule:

- A. The Grantee has been awarded as a subrecipient of the City to receive United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds in the amount of \$300,000.00. The PY20 CDBG funds were awarded to the City of Great Falls by HUD on February 5, 2021.
- B. Personnel assigned to scope of work includes: John Wierzelewski
Contact Information: johnwierzelewski@gfhousing.org - (406)788-0426
- C. The project scope will consist of public housing modernization to update the 40+ year old elevator in Austin Hall at 1622 3rd Ave N., Great Falls, MT. The project will be implemented during the time period of May 2021 to June 30, 2022.
- D. Grantee is responsible for any costs and for expenses incurred in excess of the grant amount. Non-profit agencies will not be funded for staff salaries, benefits, office consumables, and rent payments for agency office space or utility costs. All grant funds will need to be expended by the Grantee prior to June 30, 2022. Any remaining unspent funds will revert back to the City after that date.
- E. Requests for extension can be submitted by the Grantee and considered for approval by the City. Extension requests must be submitted by May 31, 2022. Refer to 24 CFR 570.503 regarding Scope of Work, Time of Performance, and budget documentation.

NATIONAL OBJECTIVE

The CDBG national objective most pertinent to the proposed project is to benefit low and moderate income individuals and families by providing a suitable living environment.

Determination of eligibility is fully described in 24 CFR 570.200 through 24 CFR 570.209.

The project will address the national objective by modernization of the elevator located in a low income housing complex that houses 34 elderly/disabled families.

SECTION 2 – GENERAL CONDITIONS

A. GENERAL COMPLIANCE:

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570. These are the HUD regulations concerning the CDBG program. The Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. Additionally all regulations under 2 CFR 200 apply.

B. INDEMNIFICATION:

- a. The Grantee waives any and all claims and recourse against the City of Great Falls, including the right of contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incidental to the Grantee's or any subrecipient's performance of this Contract.
- b. The Grantee shall indemnify and hold harmless the City of Great Falls and its agents and employees from and against all claims, damages, losses and expenses, penalties including attorney fees arising out of, or resulting from, the performance of the work, provided that any such claim, damage, loss, or expense which is:
 - i. attributable to bodily injury, sickness, disease or death or to damage or destruction of tangible property, other than the work itself, including the loss and use resulting therefrom;
 - ii. caused in whole or in part by any negligent act or omission of the contractor(s), and subcontractor(s), or anyone directly or indirectly employed by any one of them or anyone else, for whose acts any of them may be liable, regardless whether or not is caused in part or by party indemnified hereunder; and,
 - iii. caused in whole or in part by its failure to adhere to the terms of this contract.

C. SUSPENSION/TERMINATION/REIMBURSEMENT:

The Grantee agrees that suspension or termination of this project may occur if the Grantee materially fails to comply with any term of this Agreement, or any rules, regulations or provisions referred to herein, and that this grant may be terminated by the City for convenience. These conditions are fully described below in 2 CFR 200.338 and 2 CFR 200.339.

1. 2 CFR 200.338 Remedies for Noncompliance

- a. If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in § 200.207 Specific Conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:
- i. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
 - ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - iii. Wholly or partly suspend or terminate the Federal award.
 - iv. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
 - v. Withhold further Federal awards for the project or program.
 - vi. Take other remedies that may be legally available.
2. 2 CFR 200.339 Termination
- a. The Federal award may be terminated in whole or in part as follows:
1. By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 2. By the Federal awarding agency or pass-through entity for cause;
 3. By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 4. By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish

the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

- b. When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).
 1. The information required under paragraph (b) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either –
 - i. Has exhausted its opportunities to object or challenge the decision, see § 200.341 Opportunities to object, hearings and appeals; or
 - ii. Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.
 2. If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:
 - i. Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days;
 - ii. Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.
 3. Federal awarding agencies, shall not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal entity asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.

- c. When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in § 200.343 Closeout and § 200.344 Post-closeout adjustments and continuing responsibilities.

D. REVERSION OF ASSETS:

1. Upon final payment by the City, the Grantee agrees that any unspent funds shall no longer be obligated by the City to the Grantee.
2. The Grantee agrees to the following:
 - a. It will strive to deliver the kinds of services to the types of beneficiaries that will enable it to always meet at least one of the national objectives of the CDBG program referred to in *24 CFR 570.208*. This stipulation is in effect for five years from the date of issuance of the final payment by the City for this activity;
 - b. If at any time during these five years the Grantee is no longer conducting a program or programs that are CDBG eligible, the Grantee agrees to return all furnishings, equipment, or personal property that was paid for by CDBG funds, or reimburse the City in the amount that is equal to the value;
 - c. This agreement shall comply with the requirements specified in *24 CFR 570.503(b)(7)*; and
 - d. If any furnishings, equipment or personal property (under the above the criteria) are no longer in control or possession of the Grantee, said Grantee agrees to reimburse the City in the amount that is equal to the furnishing, equipment, or personal property value at the time of the purchase, and that the City may use any legal means necessary to obtain restitution for these items from the Grantee.

E. TERM OF THE AGREEMENT:

1. The term of this Agreement with the exception of Section 2-D above shall expire when the final payment is made or on June 30, 2022, whichever is later.
2. The term of the Agreement pertaining to Section 2-D shall expire only when the applicable criteria are met by the Grantee and accepted by the City.

F. PUBLICATIONS:

In all documents referencing the CDBG Project the Grantee agrees to insert the following language, to the fullest extent possible, and submit a copy to the City: “-funded by the City of Great Falls CDBG Program.”

SECTION 3 – ADMINISTRATION REQUIREMENTS

A. FINANCIAL MANAGEMENT:

1. The Grantee agrees to provide the City with the following documents (if applicable) before any funds are disbursed by the City:
 - a. This signed Community Development Block Grant Agreement;
 - b. Grantee's Articles of Incorporation;
 - c. Grantee's tax-exempt status certification;
 - d. Grantee's by-laws or other such operational information;
 - e. Any other pertinent information which the City requests; and
 - f. Any Grantee lease agreements.

2. The Grantee shall comply with the current requirements and standards, in effect to the date of this agreement, of 2 *CFR, Part 200* and containing reference to 2 *CFR, Part 230, "Cost Principles for Non-Profit Organizations"* or 2 *CFR, Part 220, "Cost Principles for Educational Institutions,"* as applicable, and with the following Attachments to 2 *CFR, Part 215*:
 - (1) "Financial Reporting";
 - (2) "Bonding and Insurance";
 - (3) "Retention and Custodial Requirements for Records";
 - (4) "Standards for Financial Management Systems";
 - (5) "Monitoring and Reporting Program Performance";
 - (6) "Property Management Standards"; and
 - (7) "Procurement Standards".

B. DOCUMENTATION AND RECORD-KEEPING:

1. The Grantee agrees to maintain all records required by the Federal regulation specified in 24 *CFR Part 570.506*, which are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - d. Financial records as required by 24 *CFR Part 570.502*, and 2 *CFR Part 200*; and
 - e. Other records necessary to document compliance with Subpart K of 24 *CFR 570*.

2. The Grantee shall retain all records pertinent to expenditures incurred under this contract for period of five (5) years after the termination of all activities funded under this Agreement.
3. The Grantee shall maintain grant beneficiary information, as requested by the City which will include client eligibility for services, and client ethnicity. The Grantee agrees to provide the City all non-duplicated information required. This report is due, upon request of funds or, if not applicable, on or before July 31, 2022, and will cover the period from May, 2021 through June 30, 2022 unless otherwise specified by the City.
4. The Grantee understands that certain client information collected under this contract is private and use or disclosure of such information, when not directly connected with the administration of the City's or Grantee's responsibilities with respect to services provided under this contract, is prohibited. Client information that might be utilized for identity theft including Social Security numbers, bank account numbers, and other personal information shall be kept under lock and key by the Grantee.
5. The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall confirm with the "changes in use" restrictions specified in *24 CFR Parts 570.503 (b)(7)*, as applicable.
6. All Grantee records with respect to any matters covered by this Agreement shall be made available to the City or HUD, at any time during normal business hours, as often as the City or HUD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after the Audit Report. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.
7. At the City's discretion, the City may monitor the Grantee on-site to review all Grantee records with respect to any matters covered by this Agreement. A fifteen (15) day notice of an on-site monitoring will be provided and in accordance with 24 CFR 570 Part 570.502(b)(vii). On-site monitoring of the Grantee will be conducted less frequently than quarterly and more frequently than annually.
8. Under the conditions of 24 CFR 570.508, public access to program records shall be provided to citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality, notwithstanding 2 CFR 200.337.

C. REPORTING AND PAYMENT PROCEDURES:

1. Program Income

The Grantee agrees that this CDBG activity, as proposed, generates no program income as defined in *24 CFR 570.500(a)* and therefore, the requirements of *24 CFR 570.504* are not applicable to this project. This paragraph does not nullify any of the requirements described in Section 2-D of this Agreement.

2. Payment Procedures

The City will pay to the Grantee/Contractor funds available under this contract based upon information submitted by the Grantee and consistent with any approved budget, and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Grantee. Final invoices must be received by City no later than 15 days after the end of the contract to be eligible for payment, unless an extension is given by the City.

3. Progress Reports

The Grantee shall submit regular progress reports to the City in the form, content, and frequency as required by the City.

D. PROCUREMENT:

1. Federal Standards

The Grantee shall procure all materials, property, or services in accordance with the requirements of *2 CFR Part 215.40*, Procurement Standards.

2. Compliance

The Grantee agrees to comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided therein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this contract.

E. OTHER PROGRAM REQUIREMENTS:

1. The Grantee shall carry out the activities under this contract in compliance with all Federal laws and regulations as described in *24 CFR 570 Subpart K*:

- (1) 570.600, General;
- (2) 570.601, Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063; 99;
- (3) 570.602, Section 109 of the Act;
- (4) 570.603, Labor Standards;
- (5) 570.604, Environmental Standards;
- (6) 570.605, National Flood Insurance Program;

- (7) 570.606, Displacement, Relocation, Acquisition, and Replacement of Housing;
- (8) 570.607, Employment and Contracting Opportunities;
- (9) 570.608, Lead-Based Paint;
- (10) 570.609, Use of Debarred, Suspended or Ineligible Contractors or Subrecipients;
- (11) 570.610, Uniform Administrative Requirements and Cost Principles;
- (12) 570.611, Conflict of Interest;
- (13) 570.612, Executive Order 12372; and
- (14) 570.613, Eligibility Restrictions for Certain Resident Aliens;
- (15) 570.614, Architectural Barriers Act and the Americans with Disabilities Act; and except that:
 - (i) The Grantee does not assume the City's environmental responsibilities described in 570.604; and
 - (ii) The Grantee does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

SECTION 4 – PERSONNEL & PARTICIPANT CONDITIONS

A. CIVIL RIGHTS :

1. Compliance

Grantee will comply with Federal requirements set forth in 24 CFR Part 5, subpart A which includes nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended, or ineligible contractors; and drug-free workplace.

2. Nondiscrimination

The Grantee will not discriminate against any employee or applicant for employment, because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Grantee will take affirmative action to insure that all employment practices are free from such discrimination.

B. AFFIRMATIVE ACTION:

1. W/MBE

The Grantee will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract.

2. Access to Records

The Grantee shall furnish and cause each of its own subrecipients or subcontractors, to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized

Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. EEO Statement
The Grantee will, in all solicitations or advertisements for employees and/or contractors placed by or on behalf of the Grantee, state that it is an Equal Opportunity Employer under the provisions of 24 CFR 570.607(a).
4. Subcontract Provisions
The Grantee will include the provisions of the above paragraphs regarding Civil Rights and Affirmative Action in every subcontract, so that such provisions will be binding upon each of its own subrecipients or subcontractors. City will monitor all subcontracts/agreements to verify that Grantee is in compliance.

C. EMPLOYMENT RESTRICTIONS:

1. Labor Standards
The Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland “Anti-Kickback” Act, and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.
 - a. This requirement applies for all contractors engaged under contracts in excess of \$2,000 and shall apply to residential properties only if such property contains no less than 8 units; for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract. The Grantee shall maintain and obtain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of the paragraph.
2. Section 3 Clause
The Grantee affirms that to the maximum extent possible it will employ local (Section 3) contractors on any projects using CDBG funds (under the provisions of 24 CFR 135).

All Section 3 covered contracts shall include the following terms (referred to as the Section 3 clause):

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3, is to ensure that employment and other economic opportunities generated by HUD

assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees, and applicants for training and employment positions, can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- e. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- f. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that, to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of

contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

D. CONDUCT:

1. Assignability

The Grantee shall not assign this contract or any of the payments that become due without the written consent of the City.

2. Subcontracts

The Grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such an agreement.

a. The City will monitor all subcontracted services to assure contract compliance.

b. The Grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

c. The Grantee shall undertake procedures to ensure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of contracts and subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Conflict of Interest

Except for approved administrative and/or personnel costs, no person having responsibilities dealing with CDBG assisted activities may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement, either for themselves or their family, during their tenure or for one year thereafter. In its entirety:

24 CFR §570.611 Conflict of interest.

(a) *Applicability.*

(1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.317 and 200.318, shall apply.

(2) In all cases not governed by 2 CFR 200.317 and 200.318, the provisions of this section shall apply. Such cases include the acquisition

and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(i)).

(b) *Conflicts prohibited.* The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) *Exceptions.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project,

taking into account the cumulative effect of the following factors, as applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

(ii) Whether an opportunity was provided for open competitive bidding or negotiation;

(iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;

(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;

(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.

4. Religious Organization

The Grantee agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in *24 CFR 570.200(j)*. The Grantee hereby certifies that none of the beneficiaries of its activities or services are based upon any religious preference.

5. Political Activities and Lobbying

The Grantee agrees that under *24 CFR 507.207*, the following activities will not be assisted with CDBG funds:

- a. Buildings or portions thereof, used for the general conduct of government as defined at § 570.3(d);
- b. General government expenses; and
- c. Political activities.

- d. The Grantee certifies, to the best of his or her knowledge and belief, that:
 - (i) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
 - (ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence an officer of employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
 - (iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to penalty as authorized by section 1352, Title 31, U.S. Code.

APPROVED BY: THE CITY OF GREAT FALLS:

Gregory T. Doyon, City Manager

DATE: _____

ATTEST:
(Seal of the City)

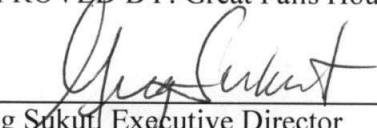
Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney*

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

APPROVED BY: Great Falls Housing Authority



Greg Sukut, Executive Director



Commission Meeting Date: May 4, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: CDBG & HOME Grant/Community Needs Public Hearing

From: Planning and Community Development Department

Initiated By: Lisa Andis, CDBG Program Specialist, Planning and Community Development

Presented By: Craig Raymond, Director of Planning and Community Development

Action Requested: Conduct Public Hearing

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
2. Mayor closes public hearing.

Suggested Motion: No action required.

Staff Recommendation: Staff recommends the City Commission conduct the Community Needs Public Hearing required for the City’s Community Development Block Grant (CDBG) and HOME Grant programs.

The City Commission set the public needs hearing at its April 20 meeting. Notice of the Public Hearing before the City Commission was published in the Great Falls Tribune per HUD requirements. Notice about the Public Hearing was made available to all Great Falls Housing Authority residents and given to the nine Neighborhood Councils, local non-profit agencies, and City Departments. Notice of the hearing has been posted on the City’s website.

Summary: The City Commission is required to conduct a public hearing seeking input regarding the needs within the community that can be assisted through the annual award of Community Development Block Grant and HOME Investment Partnerships funds. The public hearing allows citizens within Great Falls an opportunity to provide input for the funding allocation process conducted by the City. After conducting the Public Hearing, City staff will bring forward recommendations for funding priorities as part of the Annual Action Plan document which must be considered and eventually voted on by City Commission.

Background: CDBG and HOME programs are federal programs administered by the U.S. Department of Housing and Urban Development (HUD) to help fund local community development programs including affordable housing, public service, economic development, and public infrastructure projects.

The primary goal of these programs is to assist low and moderate income (LMI) persons in their respective communities. State and local governments receive funding from HUD based on a formula derived from population and housing statistics.

Citizen Participation: The Citizen Participation Plan, recently adopted by the City Commission on April 20, 2021, stipulates a public hearing be held to allow citizens, especially lower income citizens, the opportunity address the Commission regarding the needs of the community, and to make recommendations to the City Commission on the use of CDBG and HOME Grant funds. A forum to obtain public input regarding the needs of the community is required by the U.S. Department of Housing and Urban Development in order for the City to secure federal grant dollars. The public is encouraged to share ideas on how federal grant funds can be used to address community revitalization.

This hearing is not meant to be a format for agencies to lobby for their respective pending CDBG or HOME Grant funding applications. Instead, individuals are encouraged to speak on housing and non-housing community development issues in the city, and especially, the effect of these issues on low and moderate income persons. CDBG funds can be used for a wide range of community development activities directed toward neighborhood revitalization, economic development, energy conservation and improved community facilities and services. HOME grant funds can be used for affordable home ownership programs, including development of new homes, loan financing, and affordable multi-family rental housing development.

Evaluation and Selection Process: The U.S. Department of Housing and Urban Development requires public input, especially input from lower income citizens and the agencies representing them, as to the issues and needs of the community. The Commission will be asked to give consideration to citizen comments received during the public hearing when determining funding priorities for the CDBG Program and the HOME Grant Program and any future submissions of HOME grant applications to the Montana Department of Commerce.

Conclusion: The public hearing provides citizens an important opportunity to identify community development needs. The results of this hearing along with any comments received during the 30 day public comment period on the upcoming Annual Action Plan will help shape the City Commission's funding allocation decision scheduled to occur at the July 6, 2021 hearing. This funding decision will be made at the time the Annual Action Plan is considered for adoption.

Fiscal Impact: Last year, the City received \$808,208.00 in CDBG and \$280,370.00 in HOME funds. The Federal allocation for the 2021-2022 funding cycle is \$798,833.00 in CDBG and \$283,494.00 in HOME funds. The Public Needs Hearing is part of the process required to make these funds available in the Great Falls community.

Alternatives: The scheduled hearing is required for the City to be awarded 2021-2022 CDBG and HOME funding.



Commission Meeting Date: May 4, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10398 – Request from STSA Partners to use Downtown Urban Renewal District Tax Increment Financing (TIF) funds for the cost of construction of temporary sidewalk and reconstruction of a public sidewalk and curb of The Newberry Event & Concert Hall for the building addressed as 420 Central Avenue; as well as consideration of Alternative Resolution 10398, which reflects the applicant’s full request.

From: Lonnie Hill, Planner I, Planning and Community Development

Initiated By: STSA Partners

Presented By: Craig Raymond, Director, Planning and Community Development

Action Requested: Adopt Resolution 10398 or Alternative Resolution 10398.

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
 2. Mayor closes public hearing and asks the will of the Commission.
-

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10398 approving STSA Partners’ application for use of up to \$9,100 in Downtown Urban Renewal District Tax Increment Financing (TIF) funds and (approve/not approve) the Development Agreement for construction of temporary sidewalk and reconstruction of a public sidewalk and curb of The Newberry Event & Concert Hall for the building addressed as 420 Central Avenue.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Or Alternative Motion;

Commissioners moves:

“I move that the City Commission (adopt/deny) Alternative Resolution 10398 approving STSA Partners’ application for use of up to \$171,200 in Downtown Urban Renewal District Tax Increment Financing (TIF) funds and (approve/not approve) the Development Agreement for curb and sidewalk repair, construction of temporary sidewalk, installation of fire suppression, structural

repair, ADA compliance, and roof repair of The Newberry Event & Concert Hall for the building addressed as 420 Central Avenue.”

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

Staff Recommendation: Staff recommends adoption of Resolution 10398 for expending up to \$9,100 specifically for the reconstruction of sidewalk, curb and construction of temporary sidewalk adjoining the proposed project site along Central Avenue.

Summary: STSA Partners is proposing a renovation project of the existing building located at 420 Central Avenue for the development of a medium scale event and concert hall facility. STSA Partners aims to host over 90 events and bring over 60,000 people to downtown Great Falls each year. The applicant has chosen to apply for TIF funding in addition to a previously awarded tax abatement to offset some of the redevelopment costs for the project.

Applicant’s Request: The renovation project for The Newberry is substantial and includes items such as curb and sidewalk repair, construction of temporary sidewalk, installation of fire suppression, structural repair, ADA compliance, and roof repair. STSA Partners has requested a total of \$171,200 of TIF funds to offset these costs.

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

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

City of Great Falls TIF Review Criteria:

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

Staff Analysis: The proposed renovation project includes the reconstruction of sidewalk and curb, as well as temporary sidewalks to be used during construction. Improving safe pedestrian circulation is listed as a strategy within the Downtown Master Plan as well as the Downtown Urban Renewal Plan. This request of the applicant is an eligible public infrastructure expense. For the elements of the request associated with the applicant’s private property, staff and the City’s Legal Counsel do not view these building renovations as public infrastructure. City staff has discussed this precise issue with the City Commission and received positive direction to research and propose a legislative program that will allow for TIF funding to be allocated for fire suppression and ADA

compliance upgrades to downtown buildings. Until such a legislative program is developed, staff recommends that the City Commission limit its public infrastructure allocation to the proposed sidewalk, curb and temporary sidewalk improvements.

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

Staff Analysis: The applicant's investment in the renovation project is \$1,508,344. Funding for the sidewalk, curb, and temporary sidewalk improvements total \$9,100, which is well below the 10% threshold. The applicant's total request of \$171,200 is 11.4% of the total renovation project cost, which exceeds the 10% maximum limit set by the City Commission in 2008. The City Commission has the discretion to award funding above the 10% threshold. Additionally, initial drafts of a new Downtown TIF Program recommend having funding caps for most projects but also propose discretionary options built into the program to give the Commission latitude to support exceptional projects. Staff is of the opinion that this project could potentially have been considered in that light had the new program been adopted.

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

Staff Analysis: This redevelopment project will stimulate activity downtown and as stated by the applicants, bring tens of thousands of individuals to downtown Great Falls each year. This will increase the taxable value of the building which will increase the tax increment for the Downtown TIF District. Additionally, Downtown Master Plan participants identified a small-scale entertainment venue to serve as a core of downtown around which additional attractions can locate as a major goal. This venue could be a catalyst to make Downtown more of a regional destination for entertainment.

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

Staff Analysis: According to the information provided, if the project moves forward, 12-15 full-time equivalent (FTE) jobs would be created as part of The Newberry. An additional 25-35 FTE jobs would be associated with the construction of the project.

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

Staff Analysis: The poor condition of the sidewalk along Central Avenue qualifies for TIF funding under this criterion. However, until a program for evaluating building improvement requests on private property is created, staff does not recommend that the City Commission consider funding the applicant's requested building improvements as a blight removal project.

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

Staff Analysis: This project directly addresses specific district and community goals. As previously stated, the Downtown Master Plan identified a major goal of an entertainment venue to serve as a core of downtown around which additional attractions can locate. The proposed project has the potential to be a catalyst to make Downtown more of a regional destination for entertainment. This would benefit the entire downtown district. The City Commission could consider funding private building improvements in advance of a legislative program being developed, or commit to future funding if such activities do become eligible. However, staff recommends the Commission take a more conservative TIF funding approach until the program and legislative guidance is adopted.

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

Staff Analysis: There are no public environmental impacts associated with the applicant’s request. The renovation of the building as well as public sidewalk improvement will have a positive impact on surrounding businesses and pedestrians on Central Avenue.

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

Staff Analysis: The applicant has been awarded a tax abatement for the project. Traditionally, tax abatements in a TIF district should not be approved without careful consideration. Double dipping is generally not encouraged. However, given the potential positive impact that the project represents, staff is recommending the approval of a limited TIF request in addition to the tax abatement that was already awarded.

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

Staff Analysis: STSA Partners has had other successful projects in downtown Great Falls and the community as a whole. The ownership group includes existing small business owners and design professionals who have shown great enthusiasm and demonstrated prior successes that have benefited the community. The applicant is attempting to improve the feasibility and ultimate success of the project by combining private investment with TIF funding and a tax abatement.

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

Staff Analysis: As stated in Criterion #9, the Applicants have successfully developed other projects within downtown Great Falls and includes small business owners and a design professional within the ownership group.

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

Staff Analysis: The applicants have stated that they would like to begin construction as soon as possible. A building permit application has been submitted to the City and the project is currently in review.

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

Staff Analysis: Tax payments are current for the property.

Determination of Appropriateness: The sidewalk, curb and temporary sidewalk portions of the request from STSA Partners was discussed with legal counsel and found to be eligible according to Montana Code Annotated (MCA) guidance as well as conformance with the Downtown Urban Renewal Plan. If Resolution 10398 is approved by the City Commission, the applicant is required to complete the project per a Development Agreement that will be provided for the public hearing. All projects utilizing TIF funding are required to meet the previously stated requirements, which include competitive bidding, prevailing wages rates, and preference for Montana residents.

Staff has prepared Alternate Resolution 10398, which contains the remaining request for installation of fire suppression, structural repair, ADA compliance, and roof repair. This resolution was discussed with legal counsel, and as referenced in this agenda report, both staff and legal counsel consider the applicant’s request to be ineligible for funding under state and local review criteria until a program is established that explicitly list these activities as eligible items.

Downtown Development Partnership Recommendation: The Downtown Development Partnership is the recommending body for the City Commission for project requests within the Downtown TIF district. The applicant presented the project at the March 24, 2021 meeting, and the DDP voted to approve the entire request of \$171,200. An approval letter has been attached to this agenda report.

Fiscal Impact: The City’s Downtown TIF fund has a current cash balance of \$2,411,041. There is adequate funding in the TIF district to fulfill the request.

Alternatives: If the City Commission wishes to award TIF funding for the applicant’s entire request, Alternate Resolution 10398 has been provided for the Commission. Additionally, a revised Development Agreement would need to be drafted and approved by the Commission.

Concurrences: The City’s outside Legal Counsel has only determined that the applicant’s request of sidewalk, curb and temporary sidewalk is eligible for TIF funding consideration.

Attachments/Exhibits:

- Resolution 10398
- Alternative Resolution 10398
- Development Agreement
- Application Narrative
- Application
- DDP Letter of Support

RESOLUTION 10398

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

* * * * *

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

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

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

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

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

WHEREAS, STSA Partners has proposed the redevelopment of a property in the Great Falls Downtown Urban Renewal District, with eligible tax increment financing expenses and has applied for such funds; and

WHEREAS, City Staff has assessed the project in relation to the goals and objectives of the Great Falls Downtown Urban Renewal District Plan, evaluated the project based on the evaluation criteria, and determined that expenditure of TIF funds in the amount of \$9,100 is warranted for the purpose of paying for the construction of temporary sidewalk and reconstruction of a public sidewalk and curb along Central Avenue bordering the subject property.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Great Falls, Montana, that STSA Partners’ Application for use of Great Falls Downtown Urban Renewal Tax Increment (TIF) District Funds is approved in the amount of \$9,100 for the purpose of paying for the construction of temporary sidewalk and reconstruction of a public sidewalk and curb along Central Avenue bordering the subject property.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, May 4, 2021.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

ALTERNATIVE RESOLUTION 10398

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

* * * * *

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

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

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

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

WHEREAS, the purpose of the Downtown Tax Increment Financing District is to stimulate revitalization and redevelopment of the central business district; and

WHEREAS, STSA Partners has proposed the redevelopment of a property in the Downtown Urban Renewal District, with eligible tax increment financing expenses and has applied for such funds; and

WHEREAS, STSA Partners is requesting that the City of Great Falls expend TIF funds in the amount of \$171,200 for the purpose of paying for the reconstruction of a public sidewalk along Central Avenue, installation of fire suppression, structural repair, roof repair and ADA compliance at the subject property.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Great Falls, Montana, that STSA Partners' Application for use of Downtown Great Falls Downtown Urban Renewal Tax Increment (TIF) District Funds is approved in the amount of \$171,200 for the purpose of paying for the reconstruction of a public sidewalk along Central Avenue, installation of fire suppression, structural repair, roof repair and ADA compliance at the subject property.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, May 4, 2021.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is dated as of _____, 2021 (this “**Agreement**”), among the CITY OF GREAT FALLS, a municipal corporation of the State of Montana (the “**City**”), and STSA Partners LLC, a Montana limited liability company (the “**Developer**”).

WITNESSETH:

WHEREAS, under the provisions of the Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the “**Act**”), an urban renewal district may be established so that a municipality may undertake urban renewal projects therein, provide for the segregation and collection of tax increment with respect to taxes collected in such district, provide for the segregation and collection of tax increment with respect to taxes collected in such district, and pay or reimburse the costs of urban renewal projects; and

WHEREAS, the City Commission of the City (the “**Commission**”), pursuant to Ordinance 3088 duly adopted on May 15, 2012, as amended by Ordinance No. 3222 duly adopted on October 6, 2020 (the “**Ordinance**”) created the Downtown Urban Renewal Area (the “**District**”) and adopted the Downtown Urban Renewal District Plan (the “**Plan**”) containing a tax increment financing provision; and

WHEREAS, the Developer proposes to develop The Newberry Event & Concert Hall, a medium scale event and concert hall located at 420 Central Avenue in the District, which shall consist of renovation to the existing building (the “**Project**”); and

WHEREAS, the Developer submitted an Application for City of Great Falls Tax Increment Financing (TIF) Funds dated February 10, 2021 (the “**Application**”) for tax increment financing assistance with respect to certain qualified improvements associated with the Project, consisting of the installation of public sidewalks, as further described on Exhibit B hereto (the “**Infrastructure Improvements**”); and

WHEREAS, the City has determined that it is appropriate to reimburse the Developer for the costs of the Infrastructure Improvements with Tax Increment (as defined herein), subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Commission, pursuant to Resolution 10398, duly adopted on May 4, 2021, after a duly called and noticed public hearing thereon authorized the City to enter into this Agreement which sets forth the obligations and commitments of the City and the Developer with respect to the Project, the Infrastructure Improvements and the Tax Increment.

NOW THEREFORE, the City and the Developer, each in consideration of the representations, covenants and agreements of the other, as set forth herein, mutually represent, covenant and agree as follows:

Section 1. Definitions; Rules of Interpretation; Exhibits.

1.1. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise, the following terms have the meanings assigned to them, respectively:

“Environmental Laws and Regulations” means and includes the Federal Comprehensive Environmental Compensation Response and Liability Act as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Federal Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq.; the Clean Water Act, 33 U.S.C. § 1321 et seq.; and the Clean Air Act, 42 U.S.C. §§ 7401 et seq., all as the same may be from time to time amended, and any other federal, State, county, municipal, local or other statute, code, law, ordinance, regulation, requirement or rule which may relate to or deal with human health or the environment including without limitation all regulations promulgated by a regulatory body pursuant to any such statute, code, law or ordinance.

“Land” means the real property and interests in real property as described in Exhibit A hereto.

“Land Use Regulations” means all federal, State and local laws, rules, regulations, ordinances and plans relating to or governing the development or use of the Land or the Project.

“State” means the State of Montana.

“Tax Increment” shall mean tax increment (as defined in the Act) from the District.

1.2. Rules of Interpretation.

(a) The words “herein,” “hereof” and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than to any particular section or subdivision hereof.

(b) References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed unless otherwise indicated.

(c) “Or” is not exclusive but is intended to contemplate or encompass one, more or all of the alternatives conjoined.

1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement:

Exhibit A—Legal Description of the Land and Map Thereof

Exhibit B—Infrastructure Improvements

Exhibit C—Project Costs

Exhibit D—Form of Developer Requisition Form

Section 2. Developer Representations. The Developer hereby represents as follows:

(a) The Developer is a Montana limited liability company, duly formed, validly existing and in good standing under the laws of the State of Montana (the “**State**”) and is duly qualified to do business in the State. The Developer has the power to enter into this Agreement and by all necessary limited liability company action has duly authorized the execution and delivery of this Agreement.

(b) The representations and warranties of the Developer in its Application are true and correct as of the date hereof.

(c) The Developer has good marketable title to the Land, free and clear of all liens, encumbrances and defects except such as do not materially affect the value of the Land or materially interfere with the use made and proposed to be made of the Land by the Developer.

(d) The Developer estimates the total costs of the Project is \$1.5 million (including Land acquisition), as described in Exhibit C hereto and the Developer has the financial capability and/or financing commitments to complete the Project.

(e) The Developer is not aware of any facts the existence of which would cause the Developer to be in violation of any Environmental Laws and Regulations applicable to the Project or the Infrastructure Improvements. The Developer has not received from any local, State or federal official any notice or communication indicating that the activities of the Developer may be or will be in violation of any Environmental Laws and Regulations applicable to the Project or the Infrastructure Improvements.

(f) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prohibited or limited by, conflicts with or results in a breach of the terms, conditions or provisions of the certificate of formation or partnership agreement of the Developer or any evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(g) There is no action, suit, investigation or proceeding now pending or, to the knowledge of the Developer, threatened against or affecting the Developer or its business, operations, properties or condition (financial or otherwise) before or by any governmental department, commission, board, authority or agency, or any court, arbitrator, mediator or grand jury, that could, individually or in the aggregate, materially and adversely affect the ability of the Developer to complete the Project.

Section 3. Developer’s Undertakings.

3.1. Construction and Maintenance of Project. The Developer hereby agrees and commits to the City that it will diligently prosecute to completion the construction of the Project in accordance with this Agreement, the plans submitted to the City and all applicable federal, State and local laws, rules, regulations and ordinances relating to or governing the development or use of the Project, including applicable Land Use Regulations and Environmental Laws and Regulations. The total costs of the Project and the source of funds available for payment thereof are shown on Exhibit C hereto. The Developer has the financial capacity to complete the

Project, and the Developer agrees to pay all such costs thereof. If there is an increase in the costs of the Project from that shown on Exhibit C hereto and that cannot be covered by the contingency amount, the Developer shall notify the City of the increase and submit additional evidence in a form acceptable to the City that the Developer has the financial capacity and/or financial commitments to cover such additional costs and complete the Project. At all times during the term of this Agreement, the Developer will operate and maintain, preserve and keep the Project or cause the Project to be operated, maintained, preserved and kept for the purposes for which it was constructed, and with the appurtenances and every part and parcel thereof, in good repair and condition. The Developer agrees to permit the City and any of its officers, employees or agents access to the Land for the purpose of inspection of all work being performed in connection with the Project; *provided, however*, that the City shall have no obligation to inspect such work.

3.2. Preparation, Review and Approval of Construction Plans. In connection with the Project, the Developer, at its sole expense, shall prepare and submit construction plans, drawings, and related documents for each portion of the Project to the appropriate City officials for architectural, engineering or land use review and written approval or permits. The Developer acknowledges that no review or approval by City officials may be in any way construed by the Developer to replace, override or be in lieu of any required review, inspection, or approval by the City Building Office, or any other building construction official review or approvals required by any State laws or local ordinances or regulations.

3.3. Competitive Bidding; Prevailing Wage Rates; and Preference for Montana Residents. The Developer understands that the City is obligated to follow certain laws with respect to the expenditure of public funds, which includes Tax Increment. The Developer agrees that in the awarding of contracts or subcontracts for the Infrastructure Improvements that (i) it will and it will cause its contractors to competitively bid the contracts and subcontracts for each of component of the Infrastructure Improvements; (ii) it will and it will cause its contractors and subcontractors to pay Prevailing Wage Rates on such contracts or subcontracts related to the Infrastructure Improvements; (iii) it will and it will cause its contractor and subcontractors to give preference to the employment of bona fide residents of the State, as required by Montana Code Annotated Section 18-2-403 and as such term is defined by Montana Code Annotated Section 18-2-401(1) and the Administrative Rules of the State, including but not limited to A.R.M. 24.17.147, obliging the Developer and its contractors and subcontractors to hire 50% bona fide State residents with respect to the installation and construction of the Infrastructure Improvements; and (iv) when making assignments of work, it will and it will cause its contractors and subcontractors to use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned. The Developer will provide to the City all documentation requested to verify the compliance of the Developer and its contractors and subcontractors with the foregoing requirements. Failure of the Developer and its contractors and subcontractors to pay the Prevailing Wage Rates with respect to the Infrastructure Improvements shall be considered a breach of this Agreement and the City shall be entitled to exercise any and all measures to assure compliance and retroactive compensation plus interest to employees not paid in accordance with this Agreement, and recovery of any penalty or fine assessed by the State attributed to any failure to pay Prevailing Wage Rates. Additionally, the Authority acknowledges that a violation of these requirements shall result the City not being able to pay or reimburse the Authority for costs of the Infrastructure Improvements. **“Prevailing Wage Rates”**

means (i) Montana Prevailing Wage Rate for public works projects are published from time to time by and available from the Montana Department of Labor and Industry, Research and Analysis Bureau, P.O. Box 1728, Helena, Montana 59624, telephone number (800) 541-3904; and (ii) applicable Federal Prevailing Wage Rates for public works projects are published from time to time by and available from <https://www.dol.gov/whd/govcontracts/PrevailingWageResources.htm>.

3.4. Utilities. The Developer shall not interfere with, or construct any improvements over, any public street or utility easement without the prior written approval of the City. All connections to public utility lines and facilities shall be subject to approval of the City and any private utility company involved. The Developer at its own expense shall replace any public facilities or utilities damaged during the construction of the Project or the Infrastructure Improvements by the Developer or its agents or by others acting on behalf of or under their direction or control of the Developer or its agents.

3.5. Permits; Environmental Laws and Regulations. The Developer will obtain in a timely manner all required permits, licenses and approvals, and will meet all requirements of all federal, State and local laws, rules, regulations and ordinances, which must be obtained or met in connection with the acquisition and construction of the Project and the Infrastructure Improvements. Without limiting the foregoing, the Developer will request and seek to obtain from the City or other appropriate governmental authority all necessary variances, conditional use permits and zoning changes. The Developer will comply in all material respects with all Environmental Laws and Regulations applicable to the construction, acquisition and operation of the Project and the Infrastructure Improvements, obtain any and all necessary environmental reviews, licenses or clearances under, and comply in all material respects with, Environmental Laws and Regulations.

3.6. Nondiscrimination. The Developer agrees that all hiring by the Developer and its contractors and 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, national origin, or other class protected by State and/or federal law.

3.7. Worker's Compensation Insurance. The Developer shall provide in all construction contracts with respect to the Project and the Infrastructure Improvements that each of its contractors and subcontractors is to be covered by a Worker's Compensation insurance program with the State, a private insurance carrier, or an approved self-insurance plan in accordance with State law.

Section 4. Reimbursement.

4.1. Reimbursement Obligation. Subject to the provisions of this Section 4, the City shall reimburse the Developer for costs of the Infrastructure Improvements in an amount equal to the actual costs thereof; *provided, however*, that the reimbursement for the Infrastructure Improvements shall not exceed \$9,100 in the aggregate. The obligation of the City to reimburse the Developer for costs of the Infrastructure Improvements shall be further subject to (i) the approval and acceptance by the City of the Infrastructure Improvements and the respective costs

thereof and (ii) the availability, in the sole discretion of the City, of sufficient Tax Increment for purposes of such reimbursement. The Developer understands and agrees that the City currently has, and may in the future have, binding commitments with respect to the use of Tax Increment and the reimbursement obligations of the City hereunder shall not have priority over any such other binding commitments. Notwithstanding anything herein to the contrary, if the Developer's conditions to reimbursement set forth in this Section 4 are not satisfied by May 4, 2022, the City shall have no obligation to reimburse the Developer for costs of the Infrastructure Improvements.

4.2. Reimbursement Limitations and Conditions. Reimbursement for costs of the Infrastructure Improvements will be based on actual paid invoices for incurred costs provided by the Developer. The City may reject any invoice amounts to the extent not related to Infrastructure Improvements. The parties hereto agree that the City will not be required to reimburse the Developer for the Infrastructure Improvements unless:

- (a) the Infrastructure Improvements shall have been completed in their entirety;
- (b) all of the representations of the Developer as set forth in Section 2 hereof are true and correct;
- (c) the Developer is not in breach of any covenant or undertaking as set forth in Section 3 hereof as of the time of such reimbursement; and
- (d) a certificate signed by Developer in substantially the form attached as Exhibit D hereto shall accompany any invoices or requests for reimbursement by the City (the "**Developer Requisition Form**").

Within 30 days of receipt from Developer of a Developer Requisition Form, the City shall issue a check payable to Developer in the amount thereby requested pursuant to the terms and conditions of this Agreement or shall otherwise communicate with Developer regarding the remaining conditions to reimbursement set forth in this Section 4 to be satisfied by Developer prior to such check being issued.

Section 5. Sources of Repayment; Covenants to Pay Taxes.

5.1. Taxes. The Developer shall pay or cause to be paid when due and prior to the imposition of penalty all Taxes and all installments of any special assessments payable with respect to the Land and the Project and any improvements thereto or extension thereof.

5.2. Maintenance of Land and Project. Developer agrees to use commercially reasonable efforts to maintain and operate the Land and the Project so as to be able at all times to pay promptly and when due all property taxes levied with respect to the Land and the Project.

Section 6. Release, Indemnification and Insurance.

6.1. Release and Indemnification. The Developer releases the City and all Commission members, officers, agents, servants and employees of the City (the "**Indemnified Parties**") from, and covenants and agrees that the Indemnified Parties shall not be liable for, and

agrees to indemnify, defend and hold harmless the Indemnified Parties against, any loss, damage, cost (including reasonable attorneys' fees), claim, demand, suit, action or other proceeding whatsoever (i) arising or purportedly arising out of, or resulting or purportedly resulting from, the acquisition and construction of the Project and the Infrastructure Improvements, any violation by the Developer of any agreement, condition or covenant of this Agreement, the ownership, maintenance and operation of the Project, or the presence on any portion of the Land, of any dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances or (ii) which is caused by the Developer or its officers, agents, contractors, consultants, subcontractors, or employees; except that such indemnification shall not apply to the extent that the loss, damage or cost is determined by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of the Indemnified Party.

6.2. Insurance. As long as Developer owns the Project, Developer shall keep and maintain the Project at all times insured against such risks and in such amounts, with such deductible provisions, as are customary in connection with facilities of the type and size comparable to the Project, and the Developer shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for direct damage insurance covering all risks of loss (which need not include flood or seismic)

Section 7. General Provisions.

7.1. Conflicts of Interest; City's Representatives Not Individually Liable. No member, officer, agent, servant or employee of the City shall have any personal interest, direct or indirect, in this Agreement, the Project or the Infrastructure Improvements, nor shall any such member, officer or employee participate in any decision relating to this Agreement that affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested. No member, officer or employee of the City shall be personally liable to Developer in the event of any default under or breach of this Agreement by the City, or for any amount that may become due to Developer for any obligation issued under or arising from the terms of this Agreement.

7.2. Rights Cumulative. The rights and remedies of the parties hereto, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party hereto of any one or more of such remedies shall not preclude the exercise by such party, at the same or different times, of any other remedy for the same default or breach or of any of its remedies for any other default or breach of the party subject to the limitation of remedies provided herein. No waiver made by such party with respect to the performance or the manner or time thereof, of any obligation under this Agreement, shall be considered a waiver with respect to the particular obligation of the other party or a condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any obligations of the other party. Delay by a party hereto instituting or prosecuting any cause of action or claim hereunder shall not be deemed a waiver of any rights hereunder.

7.3. Term of Agreement. If all conditions precedent for the reimbursement by the City of the costs of all Infrastructure Improvements have not been satisfied by May 4, 2022, this Agreement will terminate and the City will have no obligation to reimburse the Developer for

costs of the Infrastructure Improvements. Otherwise, this Agreement will terminate when all obligations hereunder have been satisfied or discharged. Notwithstanding any termination of this Agreement, Sections 6.1 and 7 shall in all events survive.

7.4. Limitation on City Liability. No agreements or provisions contained in this Agreement nor any agreement, covenant or undertaking by the City contained in this Agreement or any other document executed by the City in connection with the Infrastructure Improvements will give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers, or will obligate the City financially in any way except with respect to Tax Increment. No failure of the City to comply with any term, condition, covenant or agreement herein will subject the City to liability for any claim for damages, costs or other financial or pecuniary charge except to the extent that the same can be paid or recovered from Tax Increment; and no execution on any claim, demand, cause of action or judgment will be levied upon or collected from the general credit, general funds or taxing powers of the City (except as such constitute Tax Increment). Nothing herein will preclude a proper party in interest from seeking and obtaining specific performance against the City for any failure to comply with any term, condition, covenant or agreement herein; *provided* that no costs, expenses or other monetary relief will be recoverable from the City except as may be payable from Tax Increment.

7.5. Notices. All notices, certificates or other communications required to be given to the City or the Developer hereunder will be sufficiently given and will be deemed given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows:

- If to the City:
 - City of Great Falls
 - P.O. Box 5021
 - Great Falls, Montana 59403
 - Attn: Fiscal Services Director

- If to the Developer:
 - STSA Partners, LLC
 - 420 Central Avenue
 - Great Falls, Montana 59401
 - Attn: Andy Ferrin

The City and the Developer, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications should be sent.

7.6. Assignment. This Agreement is unique between the City and the Developer and no party may assign any rights or privileges or delegate any duties or obligations under this Agreement without first obtaining the written consent of the other parties hereto.

7.7. Binding Effect. The right and obligations set forth in this Agreement shall inure to the benefit of and will be binding upon the City and the Developer and their respective successors and assigns.

7.8. Prior Agreements. This Agreement supersedes, merges and voids any and all prior discussions, negotiations, agreements and undertakings between the parties hereto with respect to the subject matter of this Agreement. The parties waive and release each other from any claims, actions, or causes of action that relate in any manner to any prior discussions, negotiations, agreements and undertakings between the parties with respect to the subject matter of this Agreement.

7.9. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

7.10. Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified only by written amendment authorized and executed by the City and the Developer.

7.11. Governing Law. This Agreement and the legal relations between the parties hereto will be governed by and construed in accordance with the laws of the State of Montana, without giving effect to any choice of law statutes, rules, or principles. All legal actions arising from this Agreement shall be filed in the District Court of the State of Montana in and for Cascade County, Montana.

7.12. Further Assurances and Corrective Instruments. The City and the Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or the Infrastructure Improvements or for carrying out the express intention of this Agreement.

7.13. Execution Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

7.14. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope of intent of any provisions or Sections of this Agreement.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the ____ day of _____, 2021.

CITY OF GREAT FALLS, MONTANA

[SEAL]

By _____
Gregory T. Doyon, City Manager

Attest:

City Clerk

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

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

STSA Partners, LLC

Name: Andrew Ferrin
Title:

Name: Timothy Peterson
Title:

Name: Matthew Reasoner
Title:

Name: Keith Schnider
Title:

Name: Seth Swingley
Title:

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND AND MAP THEREOF

Lot 6A, Block 364, Great Falls Original Townsite, Section 12, Township 20 N, Range 3 E, P.M.
Cascade County, Montana

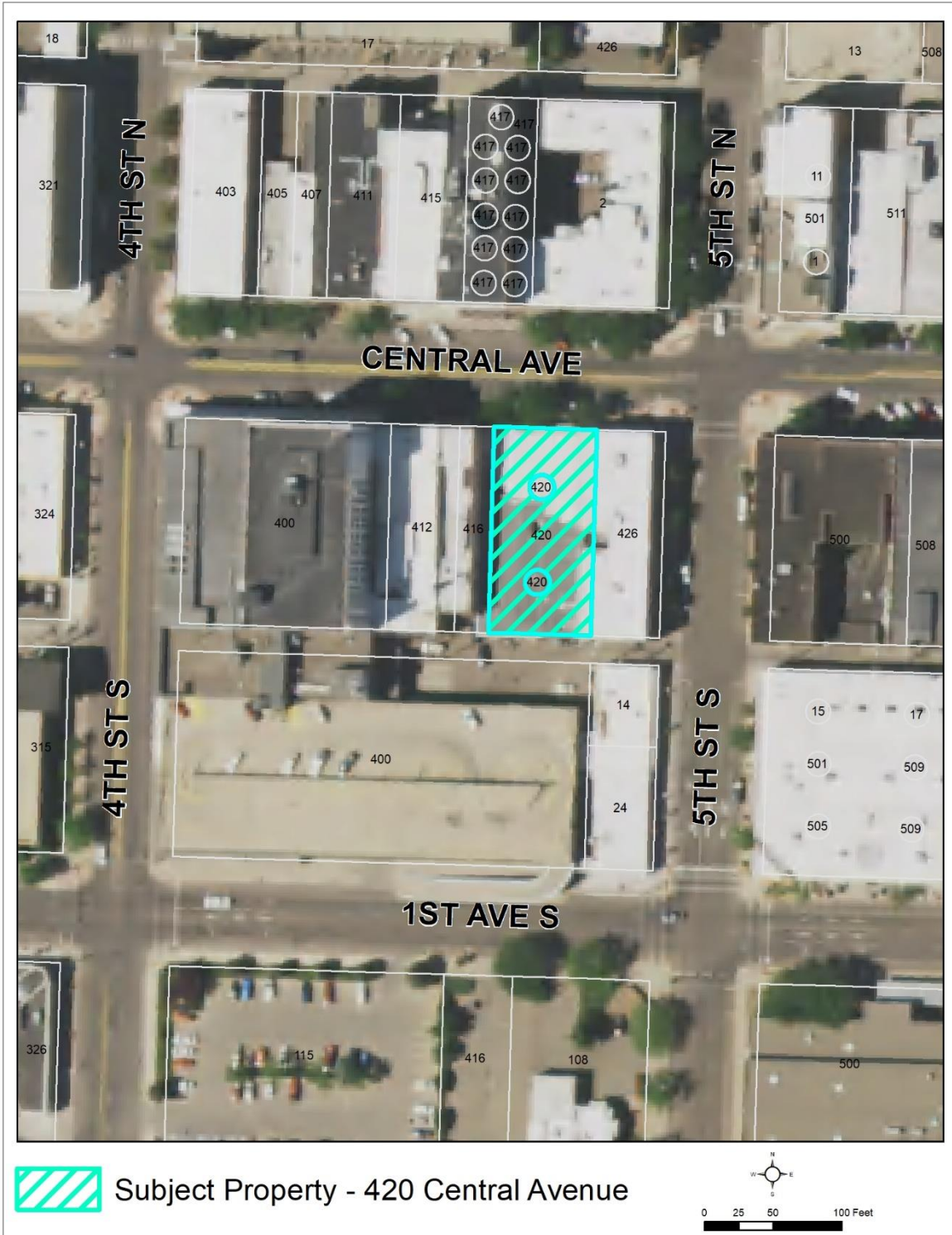


EXHIBIT B
INFRASTRUCTURE IMPROVEMENTS

	<u>Estimated Costs</u>
1. Sidewalks and Temporary Sidewalks	\$ 9,100
Subtotal	\$ 9,100

EXHIBIT C

TOTAL PROJECT DEVELOPMENT COSTS

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

Land and Site Preparation Improvements (Itemized)

1. <u>Building Cost</u>	\$ <u>224,785.20</u>	
2. <u>Demolition Cost</u>	\$ <u>16,500</u>	
3. <u>Sidewalk Repair/Protection</u>	\$ <u>9,100</u>	
4. _____	\$ _____	
5. _____	\$ _____	
Subtotal		\$250,385.20

Construction/Rehabilitation Costs (Use general construction trade divisions)

(Total value of improvements)

1. <u>Façade Repair</u>	\$ <u>70,000</u>	
2. <u>Fire Suppression</u>	\$ <u>29,300</u>	
3. <u>Structural Repair</u>	\$ <u>37,800</u>	
4. <u>Roof- Structural Repair</u>	\$ <u>25,000</u>	
5. <u>ADA Compliance</u>	\$ <u>20,000</u>	
6. <u>General Construction</u>	\$ <u>696,430</u>	
7. <u>Drawings & Design</u>	\$ <u>74,429</u>	
8. <u>Code Required Roof Upgrade</u>	\$ <u>50,000</u>	
Subtotal		\$1,002,959

Equipment Costs

(Total value of equipment)

1. <u>Furniture</u>	\$ <u>50,000</u>	
2. <u>Audio / Production</u>	\$ <u>200,000</u>	
3. <u>Music/Backline</u>	\$ <u>5,000</u>	
4. <u>Software</u>	\$ <u>15,000</u>	
5. _____	\$ _____	
Subtotal		\$270,000

Total Project Development Costs **\$1,508,344.20**

EXHIBIT D

FORM OF DEVELOPER REQUISITION FORM

TO: City of Great Falls, Montana (the "City")
FROM: STSA Partners (the "Developer")
SUBJECT: Reimbursements for Infrastructure Improvements

This represents Developer Requisition Form No. _____ in the total amount of \$_____ for payment of the Infrastructure Improvements.

The undersigned, as Authorized Developer Representative, intends that this certificate will satisfy the requirements of Section 4.2(c) of the Development Agreement, dated as of [____], 2021 between the City and the Developer (the "Agreement"), and does hereby certify on behalf of the Developer that:

- (a) the expenditures for which reimbursement is requested are listed in summary form in the attached schedule;
(b) the amounts requested have been paid by the Developer for property or to contractors, subcontractors, materialmen, engineers, architects or other persons who will perform or have performed necessary or appropriate services or will supply or have supplied necessary or appropriate materials for the acquisition, construction, renovation, equipping and installation of the Infrastructure Improvements, as the case may be, and that, to the best of my knowledge, the fair value of such property, services, or materials is not exceeded by the amounts requested to be paid;
(c) the cost of work to be reimbursed has been competitively bid and the contractor or subcontractor has paid the Montana prevailing wage for such work;
(d) no part of the several amounts requested to be reimbursed, as stated in this certificate, has been or is the basis for the payment or reimbursement of any money in any previous or pending request; and
(e) the reimbursement of the amounts requested will not result in a breach of any of the covenants of the Developer contained in the Agreement.

Dated: _____, 21__

STSA Partners

By: _____
Name: _____
Title: _____

Schedule to Developer Certificate No. _____

Payee

Purpose

Amount



Business Plan

Project Overview:

Create a unique and flexible downtown entertainment space with the goal of providing a wide variety of community based entertainment with a fair return to investors.

Mission Statement:

To provide a wide variety of community based entertainment with a fair return to investors.

Ownership Experience:

- This ownership group has a track record of success both in the community and in downtown Great Falls with such projects as The Mighty Mo Brewing Company, LPW Architecture, Ferrin's Furniture, The Great Falls Voyagers, Enbar Craft Cocktail Lounge, The Block Bar and Grill, The Downtown Summer Jam Concert Series and more
- This ownership group has already promoted over 50 concerts & festivals
- Scott Reasoner has been the GM/President of The Great Falls Voyagers for 10 years hosting well over 1,000 events ranging from baseball & picnics to private events, weddings and concerts
- Tim Peterson already has previous experience in a bar that focused on live music and entertainment
- Both Andy Ferrin and Seth Swingley have helped organize all Music on the Mo events as well as the current DGFA Alive @ 5, Music on the Mo series. They have also been integral in the creation of the Downtown Summer Jam Concerts and 4th of July Hootenanny

Business Strategy:

- Promote 96 ticketed events in house year one
 - This gives us control of pricing, foot traffic and atmosphere of the event space in the community
 - By keeping the average cost of talent for each show at approx. \$4,000 we avoid high risk concerts as we better understand the market and ticket pricing for these sized events
 - Allows us to keep 100% of ticket sales, control fees and not have any split on alcohol sales during each event
 - We would consider allowing outside promoted shows for the right artist and agreement but are budgeting to promote every show in house (this is similar to other venues this size in Montana)
- Aggressively pursue non-profit events, fundraisers and concerts

- Be more community oriented and flexible in working with these groups, providing a consistent business for our space while also helping improve the Great Falls Community
- In year one set up this event space will be the foremost event space for weddings, private parties and corporate luncheons
- This is a great rentable overflow space and bad weather back up for events already being put on by The Celtic Cowboy, The Mighty Mo, Enbar & The Great Falls Downtown Association
- In being the most accessible, often used and community oriented events space in Great Falls will quickly separate itself from anything else in the immediate area
- We will also have the ability to work with other similar venues in Montana that are already successful for routing concerts and events to help bring our expenses down

THE NEWBERRY DESIGN

The Bar Side



A seven day a week bar allows for constant promotion and ease of ticket purchase on site while generating revenue. The bar concept while still in work spreads into the event space. This allows the entire space (bar & event side) to serve drinks during an event.

Event Space



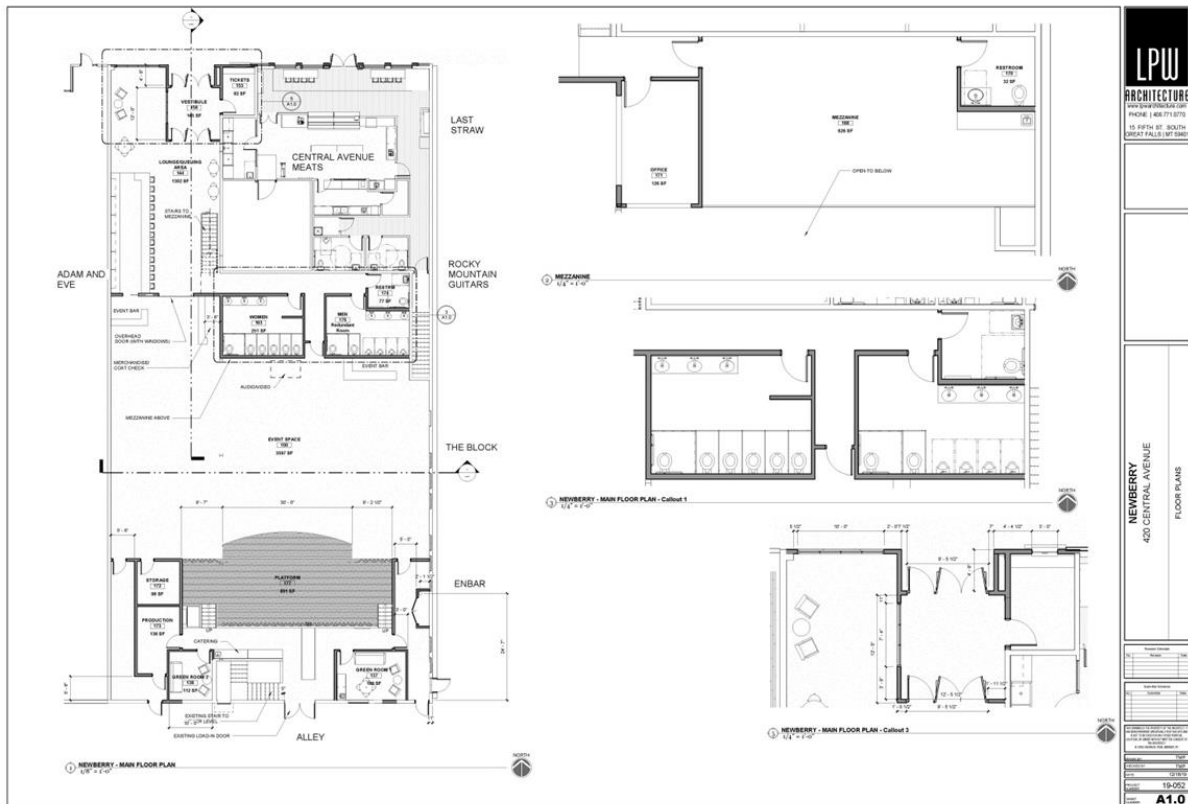
Flat floor concept makes for an easily usable space with seating for 250+ people and a flat floor area that can hold over 900. Perfect for a wide variety of events that already take place in the market.

Location



The central avenue location allows for great exposure as well as a walk up ticket booth for people to purchase tickets for any and all events.

Floor Plan



Summary:

The Newberry will be a unique business for Great Falls but not for the area. The Newberry will find its advantage in its flexibility. By building a business with a wide variety of revenue streams; ticketed events, weddings, rentals and bar income; The Newberry will not be married to one product for its success. This is also a need based business for our community. Over the last ten years Scott Reasoner and the investment team have successfully run similar ticketed events with great success, this has allowed our investment team to test the market while gaining expertise and contacts in the industry. This project has been many years coming for both our city and the team behind The Newberry. It is the perfect time, with the perfect location and business structure for success.

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

Project Name: The Newberry Event & Concert Hall

Date Submitted: 2/10/2021

Name of TIF District: Downtown Urban Renewal District

APPLICANT INFORMATION

Name: STSA Partners (Andy Ferrin representing)

Address: 420 Central Ave Great Falls, MT 59401

Telephone: _____

DEVELOPMENT INFORMATION

1. Building Address: 420 Central Ave

2. Legal Description: _____

3. Ownership: STSA Partners

Address: 420 Central Ave.

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

Address: _____

5. Existing/Proposed Businesses: The Newberry Event & Concert Hall

Business Description: The Newberry will be a medium scale event and concert hall in the heart of downtown Great Falls. This will be a modern space with a front ticket booth and bar and a large flat floor space in the back. The Newberry will host over ninety events each year and bring over 60,000 people into downtown Great Falls. Events will range from private corporate events and weddings to up large scale concerts. The Newberry is a locally owned business with the goal of providing a wide range of affordable entertainment to our community.

6. Employment: Existing FTE Jobs: 0

New Permanent FTE Jobs created by project: 12-15 Construction FTE jobs: 25-35

7. Architectural/Engineering Firm: LPW Architecture

Address: 15 5th St. South

Representative: Tim Peterson (Also a partner in The Newberry)

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

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

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

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

If the requested TIF funds are approved the project will begin in February of 2021 and be completed by August of 2021.

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

We have already received a tax abatement for this project. If needed we would forgo the abatement approval for our TIF funding requested to be approved in full.

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

For funding on this project we can up front all current costs if approved for TIF funding, this will be done with the help of our current banking partners. This allow us to be reimbursed by the TIF at anytime between approval and completion of the project.

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

The total amount requested for this project is \$197,700. This total includes the items listed below and broken out between demolition, sidewalk repair, infrastructure needs, fire suppression and ADA compliance. These are all needs that either currently fit into the TIF guidelines or are expenses that are both unique to downtown while also serving a public need. By bringing a building such as 420 Central Ave. up to code and taking a building with many infrastructure needs and improving those we will be both eliminating blight and creating a safer downtown district. The total ask is approximately 10% of the total budget and with the value of the building increasing from under \$300,000 in taxable valuation to over \$1,000,000 this will be a great financial investment for the City of Great Falls.

TOTAL PROJECT DEVELOPMENT COSTS

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

Land and Site Preparation Improvements (Itemized)

1. <u>Building Cost</u>	\$ <u>224,785.20</u>	
2. <u>Demolition Cost</u>	\$ <u>16,500</u>	
3. <u>Sidewalk Repair/Protection</u>	\$ <u>9,100</u>	
4. _____	\$ _____	
5. _____	\$ _____	
Subtotal		\$250,385.20

Construction/Rehabilitation Costs (Use general construction trade divisions)

(Total value of improvements)

1. <u>Façade Repair</u>	\$ <u>70,000</u>	
2. <u>Fire Suppression</u>	\$ <u>29,300</u>	
3. <u>Structural Repair</u>	\$ <u>37,800</u>	
4. <u>Roof- Structural Repair</u>	\$ <u>25,000</u>	
5. <u>ADA Compliance</u>	\$ <u>20,000</u>	
6. <u>General Construction</u>	\$ <u>696,430</u>	
7. <u>Drawings & Design</u>	\$ <u>74,429</u>	
8. <u>Code Required Roof Upgrade</u>	\$ <u>50,000</u>	
Subtotal		\$1,002,959

Equipment Costs

(Total value of equipment)

1. <u>Furniture</u>	\$ <u>50,000</u>	
2. <u>Audio / Production</u>	\$ <u>200,000</u>	
3. <u>Music/Backline</u>	\$ <u>5,000</u>	
4. <u>Software</u>	\$ <u>15,000</u>	
5. _____	\$ _____	
Subtotal		\$270,000

Total Project Development Costs **\$1,508,344.20**

ELIGIBLE TIF ACTIVITIES

Land Acquisition

	Total	Amount Requested from TIF	Timing for Funds
1.	_____	_____	_____

Demolition & Removal of Structures

1.	<u>Demolition/Removal of Blight</u>	<u>\$16,500</u>	<u>8/1/2021</u>
2.	_____	_____	_____
3.	_____	_____	_____
Subtotal	_____	_____	_____

Relocation of Occupants

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

Public Improvements

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

1.	<u>Curb/Sidewalk Repair</u>	<u>\$6,000</u>	<u>8/1/2021</u>
2.	<u>Temporary Sidewalk</u>	<u>\$3,100</u>	<u>8/1/2021</u>
3.	<u>Fire Suppression Installation</u>	<u>\$29,300</u>	<u>8/1/2021</u>
4.	<u>Structural Repair</u>	<u>\$62,800</u>	<u>8/1/2021</u>
5.	<u>ADA Compliance</u>	<u>\$20,000</u>	<u>8/1/2021</u>
6.	<u>Roof Repair – New Code Requirements</u>	<u>\$50,000</u>	<u>8/1/2021</u>
Subtotal	_____	<u>\$171,200</u>	<u>8/1/2021</u>

Fees (associated with eligible activities)

1.	<u>Drawings & Design (\$74,429)</u>	<u>\$10,000</u>	<u>8/1/2021</u>
2	_____	_____	_____

CERTIFICATION

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

Signature Andy Ferrin

Title Partner

Address 420 Central Ave.

Date 2/10/2021

Signature _____

Title _____

Address _____

Date _____



**CITY OF GREAT FALLS
APPLICATION AND PROCESS FOR
TAX INCREMENT FINANCING FUNDS**

IMPORTANT: The material included below outlines the Tax Increment Financing application process and the responsibilities of the Applicant and the City of Great Falls. The Planning and Community Development Department is charged with processing all applications and accomplishing the plans established with creation of each district. Private projects requesting Tax Increment financial assistance will be evaluated by the Great Falls Planning Advisory Board. The Board will prepare a recommendation to the City Commission concerning each individual request using the criteria outlined in this document. Please review this information carefully before submitting the application forms or finalizing your development plans.

Failure to receive approval of a completed application BEFORE construction begins may affect the Applicant’s eligibility for Tax Increment Financing assistance from the City of Great Falls.

INTRODUCTION

The City of Great Falls is responsible for administering the urban renewal program in Great Falls, pursuant to Montana Urban Renewal Law (Title 7 Chapter 15 parts 42 and 43, Montana Code Annotated). Tax Increment Financing (TIF) is an important element of the program as it provides the City with a means to finance urban renewal, industrial, technology or aerospace activities. The TIF program operates by first establishing a base year taxable value for all properties within the appropriate district. All increases in property taxes in the district above this base valuation, due to new development or reappraisals, are assigned to the City to be used to finance eligible activities within the district.

The City has adopted five TIF districts:

Central Montana Agri-Tech Park

Boundaries Amended – May 7, 2013 (Ord. 3106)
 Boundaries Amended – December 4, 2007 (Ord. 2996)
 Original Adoption Date – May 17, 2005 (Ord. 2911)
 Base Year – January 1, 2005

West Bank Urban Renewal District

Adopted – March 20, 2007 (Ord. 2967)
 Base Year – January 1, 2007

Great Falls International Airport Tax Increment Industrial District

Boundaries Amended - September 1, 2009 (Ord. 3043)

Original Adoption Date – November 5, 2008 (Ord. 3022) and boundaries were amended

Base Year – January 1, 2008

Downtown Urban Renewal District

Adopted – May 15, 2012 (Ord. 3088)

Base Year – January 1, 2012

East Industrial Park Tax Increment Financing District

Adopted – May 7, 2013 (Ord. 3105)

Base year: January 1, 2013

Applicants for TIF assistance are subject to program eligibility analysis and project review criteria listed below. In addition, project applications will be accepted and processed in the order in which they are received and approved based on the availability of funds in consideration of goals of the plan for the appropriate district.

ELIGIBLE TIF ACTIVITIES

7-15-4288, M.C.A defines how tax increments can be used by the municipality to pay costs of or incurred in connection with an urban renewal project, industrial infrastructure development project, technology infrastructure development project or aerospace transportation and technology infrastructure development project and includes:

1. Land acquisition, including acquisition of infrastructure-deficient areas and assemblage of land for development by private enterprise or public agencies, including sale, initial leasing, or retention by the municipality itself at fair value.
2. Demolition and removal of structures.
3. Relocation of occupants.
4. Public improvements such as the acquisition, construction and improvement of infrastructure which includes streets, roads, curbs, gutters, sidewalks, pedestrian malls, alleys, parking lots and off-street parking facilities, sewers, sewer lines, storm sewers, waterlines, waterways, sewage and water treatment facilities, natural gas lines, electrical lines, telecommunication lines, rail lines, rail spurs, bridges, publicly owned buildings and other public improvements.
5. Costs incurred in the exercise of urban renewal powers allowed under 7-15-4233, M.C.A.

APPLICATION PROCESS

Applicants seeking TIF assistance from the City must submit a written application for each TIF-assisted project.

The following procedure has been developed to allow for a thorough and public review of TIF funding requests.

1. Initial Contact. Contact the Planning and Community Development Department, Room 112 in the Civic Center, to discuss the project and determine eligibility for TIF assistance.
2. Prepare a Written Application. The Applicant must submit a complete written application for each funding request. Additional information may be required of Applicants by staff when deemed necessary for the evaluation process. City of Great Falls initiated and administered projects are required to complete an application. (City projects should complete the following sections of the application—Application for Funds, Eligible Activities and the Certification Page.)
3. Staff Review. Upon submittal of all necessary information, a staff group consisting of Fiscal Services, Planning and Community Development, Park & Recreation, and Public Works department heads and the Deputy City Manager will review the merits of the project and the need for funding. The Planning and Community Development Department staff will prepare a staff report and recommendation for the Planning Advisory Board and/or Downtown Development Partnership.
4. Advisory Board. The staff recommendation will be considered by the Planning Advisory Board or Downtown Development Partnership. The Downtown Development Partnership will consider all applications submitted for the Downtown Urban Renewal District, the Planning Advisory Board will consider all other TIF applications. The advisory boards, will in turn prepare a recommendation to the City Commission for final approval. At any point in the review process the staff, the Planning Advisory Board, Downtown Development Partnership or the City Commission may request more information of the Applicant or solicit comments on the project from other public agencies.
5. City Commission Review and Approval. The City Commission will review the project, will consider the recommendation from the Planning Advisory Board and/or Downtown Development Partnership will approve or reject the funding request or any part thereof along with any special terms of TIF assistance.
6. Development Agreement. If TIF assistance is approved, the City and the Applicant must execute a legally binding Development Agreement which establishes the terms and conditions of the TIF assistance. Among the terms and conditions, the Agreement shall specify the schedule for the start and completion of the project, may require the Applicant to guarantee repayment of TIF assistance

if the terms of the Agreement are violated by the Applicant and may require an agreement for payment of an annual tax deficiency fee pursuant to §7-15-4294, MCA. The Development Agreement shall also specify whether the Applicant or City will be responsible for bidding or obtaining cost estimates and selecting contractors for funded activities. If receiving TIF dollars, the applicant is required to follow requirements for public construction contracts as pertains to payment and performance bonding and standard prevailing rate of wages. The Development Agreement must be approved by the City Commission. Projects initiated and/or administered by the City of Great Falls are not required to complete a Development Agreement.

IMPORTANT NOTE: Costs to be paid with TIF monies may not be incurred by the Applicant prior to funding approval and the satisfaction of any conditions of such approval.

CRITERIA FOR REVIEW

Materials contained in TIF applications are used to assess the merits of projects in relation to the goals and objectives of the appropriate district plan. To measure the public benefit derived from the project, the City evaluates projects based on the following criteria. Each district development is judged on its own merit; therefore, no weight is given to any of the criteria. The City Commission may establish additional criteria per district that would provide specific funding priorities.

1. Public Infrastructure Improvements – Public infrastructure improvements have the benefit of improving and impacting an entire district. Each district may have its own Capital Improvement Plan, which may include things such as roadway improvements, storm drains, sewer and water lines, railroads, etc.
2. Economic Stimulus – The amount of economic activity to be generated within the district through the development is assessed, as well as the leverage ratio of public to private investment. In general, the maximum limit of participation in any one development is 10% of the construction/rehabilitation costs, exclusive of acquisition cost. Development projects clearly demonstrating extraordinary benefit to districts or the community may, at the discretion of the City Commission, receive additional TIF assistance for eligible items. All applications should contain credible, measurable information substantiating the project’s economic stimulus in the district and the community.
3. Tax Generation – The increase in taxable value due to new district development, including construction/rehabilitation, as estimated by the County Assessor’s office to determine tax increment generation.
4. Employment Generation – Total employment generated by the district development as assessed in terms of new permanent and part-time jobs, and

construction jobs.

5. Elimination of Blight (applies to Urban Renewal Districts) – The development’s direct and indirect impact on the physical and fiscal deterioration within the appropriate district and the community, as identified in the appropriate district plan.
6. Special or Unique Opportunities – The extent to which the district’s development represents a unique opportunity, meets a special need, or addresses specific district or community goals. The restoration of a historic property or the provision of an unmet community need is an example of special and unique opportunities.
7. Impact Assessment – The extent of both positive and negative environmental impacts, appropriateness of the development’s project design, and impact on existing businesses or residents.
8. Financial Assistance – Other forms of financing available to the Applicant. Lender participation, industrial development revenue bonds, and state and federal grant monies, for example, are examined to assess the need for TIF assistance.
9. Development’s Feasibility – A determination of feasibility is made based on the strength of the Applicant’s demonstration of market demand for the development in the district as contained primarily on the pro forma and financing commitments.
10. Developer Ability to Perform – An assessment of the Applicant’s capability to undertake the relative complexities of the development based on past performance on similar projects.
11. Timely Completion – The feasibility of completing the development according to the Applicant’s development schedule.
12. Payment of Taxes – All property taxes, special improvement district assessments, and other assessments on the project property must be paid to date.

CITY OF GREAT FALLS



TAX INCREMENT FINANCING (TIF)

APPLICATION FOR FUNDS



Downtown Development Partnership of Great Falls, Inc.
 #318 Central Avenue, Great Falls, MT 59401
 406-727-5430

March 24, 2021

The Downtown Development Partnership of Great Falls supports the TIF Application submitted by STSA Partners of 420 Central Ave, as presented, in its entirety.

We support the use of TIF funds for items such as public safety which includes fire suppression and ADA compliance. We believe this use of TIF funds could prove to be a valuable tool to assist with development in Downtown Great Falls. We encourage the City Commission to support these uses of TIF funds, as other Montana communities have done before us.

The Downtown Development Partnership is a public/private partnership formed as a non-profit 501 (c) 3 corporation. We were created with the endorsement of the Great Falls City Commission to bring the community together to revitalize downtown Great Falls by supporting implementation of the City's Downtown Master Plan. The Partnership includes the Great Falls Business Improvement District, Downtown Great Falls Association, Downtown Neighborhood Council, NeighborWorks Great Falls, Great Falls Development Authority, Parking Commission, Great Falls Farmers Market, Great Falls Public Schools, City of Great Falls, Cascade County, Great Falls Area Chamber of Commerce and many other community organizations, residents, businesses that support downtown revitalization.

We thank the City Commission for your consideration of STSA Partners TIF application and urge that you approve the application, as submitted, in its entirety.

Sincerely,

Joan Redeen

Joan Redeen, DDP Secretary
 Community Director
 Great Falls Business Improvement District



Commission Meeting Date: May 4, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Ordinance 3227, “An Ordinance Amending Title 5, Chapter 2, Section 010 of the Official Code Of The City Of Great Falls (OCCGF), Pertaining To Safety Inspection Certificates.”

From: Legal Department

Initiated By: Great Falls Fire Rescue

Presented By: Sara R. Sexe, City Attorney and Michael McIntosh, Fire Marshall

Action Requested: Conduct a public hearing and adopt Ordinance 3227 on second reading.

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
 2. Mayor closes public hearing and asks the will of the Commission.
-

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Ordinance 3227.”

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

Staff Recommendation: Staff recommends that the City Commission conduct a public hearing and adopt Ordinance 3227.

Summary: Great Falls Fire Rescue (GFFR) has identified a need to have the option to use a collection agency to send businesses to collections for outstanding delinquent Safety Inspection Certificate (SIC) Fees.

Background: The process of getting Great Falls businesses to renew their SICs requires significant staff time. SICs expire annually on December 31st, with thirty day renewal notices sent out on or around December 1st. If renewals are not received by December 31st, a \$30 late fee is attached to the SIC. The second round of renewal notices with the late fees attached are sent out on or around February 1st, due at the end of February. The third round of renewal notices are sent out on or around March 1st, no further late fee is assessed at this point. Concurrently, GFFR Fire Prevention Bureau (FPB) staff members receive a list of delinquent businesses, typically numbering in the couple hundreds. The FPB then

attempts to make contact face-to-face, or via phone or by email, with each delinquent business. Staff either makes contact, or leaves a letter documenting the need for renewal, and another 30 days is given to renew the SIC. On or around April 1st, FPB staff will once again visit those business that have not yet renewed their SIC. At this time, the FPB hand-delivers or sends a certified letter giving 15 days to comply with renewal. At the conclusion of the 15 days, if the SIC is still not renewed, the FPB then turns the SIC renewal process over to the City Attorney’s Office for the legal steps outlined in Title 5. In years past, the City Attorney’s Office has used FPB staff to deliver affidavits issued for business non-renewal.

The proposed changes include the addition of Section G., allowing the City to refer businesses to collections and more generic language and updated language to replace reference to “Uniform Safety Codes.”

Ordinance 3227 Exhibit “A” is a document illustrating the provisions that will replace the current OCCGF §5.2.010 with added language in **bold** and removed language in ~~strikeout~~.

Ordinance 3227 was accepted unanimously by the Commission on first reading on April 20, 2021. There was no public comment.

Fiscal Impact: The indirect fiscal impact is to create efficiencies in the FPB processes to allow GFFR staff to devote time to other activities. There will be charges, usually on a percentage basis, for the delinquent business accounts that are sent to collection.

Alternatives: The Commission may choose not to adopt Ordinance 3227 on second reading or may suggest additional changes. Any changes to the ordinance would require a new public hearing.

Concurrences:

- City Manager’s Office
- City Clerk’s Office
- Public Works Department
- Planning and Community Development Department
- Great Falls Fire Rescue Department

Attachments/Exhibits:

- Ordinance 3227
- Exhibit “A”

ORDINANCE 3227

AN ORDINANCE AMENDING TITLE 5, CHAPTER 2, SECTION 010 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO SAFETY INSPECTION CERTIFICATES.

* * * * *

WHEREAS, the City Commission established Title 5 of the OCCGF outlining Provisions pertaining to Business License and Safety Inspection Certificate in the OCCGF; and

WHEREAS, the City Commission wishes to clarify and update language regarding businesses requiring Safety Inspection Certificates (SIC); and

WHEREAS, the City Commission wishes to allow for enhanced and more efficient collections of delinquent SIC accounts via modifications to OCCGF Title 5; and

WHEREAS, the City Commission wishes to establish clear penalty and collection provisions for businesses operating within the incorporated City limits without proper SIC’s, permits, or licenses.

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

Section 1. The revisions of OCCGF Title 5 are depicted in Exhibit “A” attached hereto, with deleted language identified by ~~strikeout~~ and inserted language **bolded**; and

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

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading April 20, 2021.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading May 4, 2021.

Bob Kelly, Mayor

ATTEST:

(CITY SEAL)

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Sara R. 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 3227 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

Title 5 - BUSINESS LICENSES, PERMITS, AND SAFETY INSPECTION CERTIFICATES

Chapter 2 SAFETY INSPECTION CERTIFICATE AND HOME OCCUPATION CERTIFICATE

5.2.010 Safety inspection certificate.

- A. Every business, in a building or office, in the jurisdictional limits of the City of Great Falls shall be required to obtain a Safety Inspection Certificate to ensure that the building, store, or office complies with ~~Uniform Safety Codes~~ **applicable building, fire, or safety codes**, and other ordinances and regulations **that have been enacted by the City** for the purpose of protecting the health, safety, and welfare of the public.
- B. A Safety Inspection Certificate fee is authorized.
- C. In any multiple business, suite/office structure:
 - 1. Each independently owned and operated business with a separate business address, within said building or structure, shall be required to obtain a certificate; and
 - 2. The building owner/agent shall obtain a certificate for indoor commonly accessed areas.
- D. For multi-family dwelling units of four (4) or more units, only the indoor commonly accessed areas shall require a certificate.
- E. It is unlawful for any person to operate a business within the incorporated City limits without a valid Safety Inspection Certificate. A violation of this section is punishable by a term not to exceed 6 months in jail, a fine of not more than \$500, or both. Additionally, the Court within its discretion, may order the business to cease all operation until it complies with this Title.
- F. A business operating within the incorporated City limits without a valid Safety Inspection Certificate, is hereby declared a Nuisance pursuant to OCCGF Title 8, Chapter 49.
- G. In addition to any penalties listed in this Chapter, the City may refer any outstanding delinquent Safety Inspection Certificate Fees, pursuant to this Chapter, to collections by a collection agency authorized to conduct business in Montana.**

(Ord. 3227, 2021; Ord. 3168, 2017).



Commission Meeting Date: May 4, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10392- A resolution by the City Commission of the City of Great Falls, Montana, amending section (4)C of Resolution 10375 establishing the rates, fees and penalties associated with title 10 of the Official Code of the City of Great Falls (OCCGF) pertaining to the City's parking system.

From: Craig Raymond, Director, Planning & Community Development

Initiated By: Craig Raymond, Director, Planning & Community Development

Presented By: Craig Raymond, Director, Planning & Community Development

Action Requested: Approve Resolution 10392

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
 2. Mayor closes public hearing and asks the will of the Commission.
-

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10392.”

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

Staff Recommendation: Staff recommends adoption of Resolution 10392.

Summary: In November of 2020, The City Commission adopted Resolution 10375 which provided for various changes to the parking program fees. The Commission also approved the purchase of parking enforcement equipment and software. Recently, as staff was working with the software vendor on configuration of the program, the vendor recognized that the City provides incentives to those monthly permit holders who purchase annual permits as opposed to month to month permits. Our original contract with Passport Labs, Inc. and corresponding fee Resolution 10375, did not account for this. Passport Labs, Inc. has offered a generous fee incentive for annual permit purchasers that get passed on to the customer. Instead of a \$2.50 monthly fee for monthly permit holders, annual permit holders will be charged \$4.00 or \$.33 monthly for the annual permits. This represents a significant savings to our annual permit customers.

Fiscal Impact: If Resolution 10392 is approved, annual permit holders will enjoy a savings of \$26.00 each year.

Alternatives: The City Commission may elect to make changes to proposed Resolution 10392 or choose to maintain all provisions of Resolution 10375, keeping the \$2.50 per month fee for all monthly and annual permit holders.

Concurrences: The Parking Advisory Commission has been advised of the proposed fee change and is supportive of the measure.

Attachments/Exhibits:
Resolution 10392

RESOLUTION NO. 10392

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, AMENDING SECTION (4)C OF RESOLUTION 10375, ESTABLISHING THE RATES, FEES AND PENALTIES ASSOCIATED WITH TITLE 10 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO THE CITY'S PARKING SYSTEM.

WHEREAS, Title 10 of the OCCGF provides for various parking system related rates, fees and penalties to be established by Resolution; and

WHEREAS, a financially sound parking system and properly maintained parking facilities are essential to the continuing redevelopment of downtown Great Falls and to the many citizens and visitors who use those facilities; and

WHEREAS, the revenues earned by the parking system at this time are inadequate to provide for continuing operation without subsidies from other sources; and

WHEREAS, implementation of new equipment and technology require additional revenue to cover direct costs; and

WHEREAS, the Parking Advisory Commission has studied this matter and set forth the recommendations herein.

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

(1) Metered Parking.

A. Metered parking rate. The rate for metered parking shall be \$1.00 per hour.

B. Courtesy ticket. The first violation by a particular vehicle, as identified by license plate number, for failure to pay for parking as required by OCCGF Title 10, Chapter 9, or for an expired meter or overtime parking as provided by OCCGF Title 10, Chapter 9, shall result in the issuance of a courtesy ticket. Said courtesy ticket thanks the driver for visiting downtown Great Falls and reminds him or her of the parking regulations. Courtesy tickets will not be issued for any of the other violations listed in OCCGF Title 10. A courtesy ticket will not be issued to the occupant of a vehicle that is associated with unpaid fees and/or penalties.

C. Accelerated penalties per year for failure to pay, expired meter, and overtime violations. The penalty for the second violation for failure to pay for metered parking as set forth in OCCGF Title 10, Chapter 21, or violation of expired meter or overtime parking as set forth in OCCGF Title 10, Chapter 21, shall be \$5. The penalty for the third violation shall be \$10; and, all subsequent violations by a particular vehicle within one year shall be \$20 for each violation.

D. Other parking penalties. Penalties for all other violations listed in Title 10, of the OCCGF shall be \$20, except the fine for violations in disabled parking zones shall be \$100.

E. Miscellaneous parking fees.

- i. A \$.35 per transaction Mobile Payment for Parking (MPP) fee will be added to each parking transaction using the Mobile Payment App.
- ii. A \$3.00 per ticket paid, Citation Management Platform (CMP) Service and License fee will be added to each citation paid.
- iii. An additional 25% (CMP) service fee will be added to each citation that has not been paid within 30 days after the date of the citation for collection efforts.
- iv. A \$10 administrative fee shall be added to all penalties that are not paid within thirty (30) days after the date of the citation.
- v. A \$1.50 per notification letter fee shall be added to all citations that require notification letters to be sent to the registered owner(s) of vehicles which receive citations that are not paid within the (30) days after the date of the citation
- vi. Pursuant to OCCGF Title 10, Chapter 10, the immobilization or “boot” fee shall be \$150.
- vii. Pursuant to OCCGF Title 10, Chapter 9, the daily charge for a meter bag shall be \$5.
- viii. Pursuant to OCCGF Title 10, Chapter 9, the monthly metered parking permits shall be \$25.
- ix. Pursuant to OCCGF Title 10, Chapter 9, a nonrefundable \$100 fee must accompany an application to establish a freight or passenger loading zone, which is in addition to the actual costs of marking and/or signing the zone if the application is approved. The fee shall be waived for passenger loading zones at public schools.

x. Pursuant to OCCGF Title 10, Chapter 9, a \$75 combined application and installation fee shall be charged for disabled parking zones.

(2) **Courtesy parking.** Pursuant to OCCGF 10, Chapter 9, the cost of a courtesy parking space shall be \$400 per year for each parking space on Central Avenue, and \$300 per year for each parking space that is within the Downtown Parking Management District, but not on Central Avenue. This annual fee is in addition to the actual cost of installing the courtesy parking sign(s).

(3) **Pedlet Space Lease.** The cost for leasing each on-street parking space for the construction and occupancy of a “Pedlet” shall be the same cost as is established for a "Courtesy Parking Spot" prorated by month for the duration that the “Pedlet” consumes each on-street parking spot.

(4) **City parking facilities.** Pursuant to OCCGF Title 10, Chapter 9, the City Manager shall, on recommendation of the Parking Advisory Commission, establish the hourly, daily and monthly lease rates charged for parking in City owned or operated off street lots or garages.

A. **Parking Ramps/Garages.** The monthly lease rates for the City’s parking ramps/garages located at Second Avenue South/Third Street and First Avenue North/Fourth Street North shall be \$51 monthly. The City Manager may negotiate and authorize special incentive rates for bulk parking leases for customers who either lease numerous garage spaces and/or pre-pay leases for a period of one year or more. All fees for leases shall be non-refundable.

B. **City parking lots.** The lease rates for parking lots 2, 4, 6, 7 & 8, shall be \$0.50 per hour/\$5 per day/\$35 monthly. The City Manager may negotiate and authorize special incentive rates for bulk parking leases for customers who either lease numerous surface lot spaces and/or pre-pay leases for a period of one year or more. All fees for leases shall be non-refundable.

C. **Digital Permits for Parking.** A \$2.50 per month service and license fee will be added to each active monthly garage or parking lot permit. **Those customers purchasing an annual permit will be charged \$4.00, or charged \$.33 per month for each active annual permit.**

(5) **Parking management district map.** The “Official Parking Management District Map of the City of Great Falls, Montana,” is adopted as appended to this Resolution.

BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, this Resolution shall be in full force and effect on May 4, 2021.

PASSED AND ADOPTED by the City Commission of the City of Great Falls,
Montana, May 4, 2021.

Bob Kelly, Mayor

ATTEST:

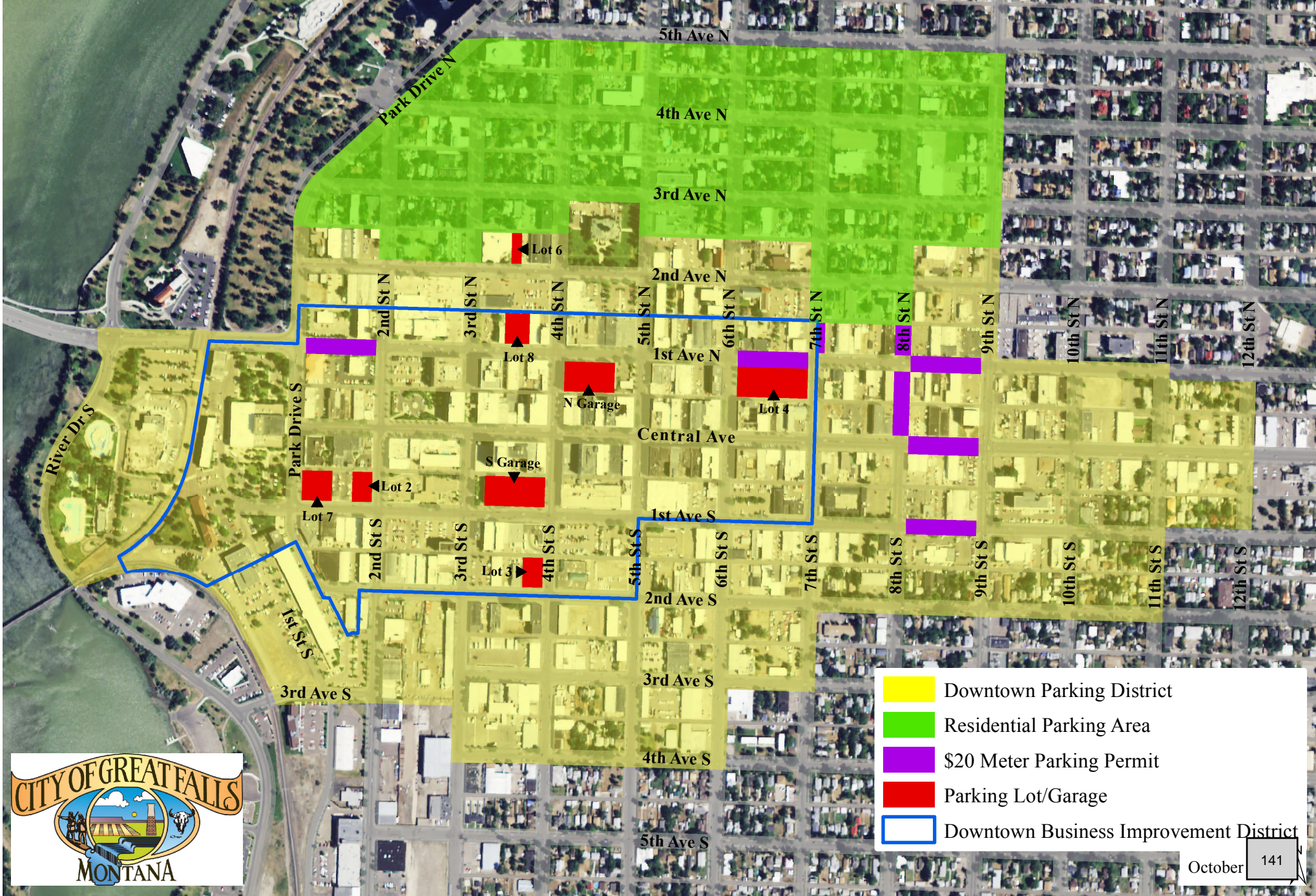
Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

The Official Parking Management District Map of the City of Great Falls, Montana



- Downtown Parking District
- Residential Parking Area
- \$20 Meter Parking Permit
- Parking Lot/Garage
- Downtown Business Improvement District



Commission Meeting Date: May 4, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Ordinance 3228, Ordinance establishing authority to levy assessments to pay costs of City of Great Falls Park District Number 1

From: Melissa Kinzler, Finance Director

Initiated By: Financing of match for the design, construction, and furnishing of a recreation and aquatic facility

Presented By: Melissa Kinzler, Finance Director

Action Requested: City Commission adopt Ordinance 3228 on second reading

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Ordinance 3228 on second reading.”

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

Staff Recommendation: Staff recommends adopting Ordinance 3228 on second reading.

Summary: Ordinance 3228 is an ordinance establishing authority to levy assessments to pay costs of City of Great Falls Park District Number 1 including revenue bonds for the design, construction, and furnishing of a recreation and aquatic facility.

Background: At the June 16, 2020 work session, Staff presented to the City Commission on the submission of a proposal that would allow the City to receive matching funds from the Office of Economic Adjustment for a \$20,000,000 indoor recreation and aquatic facility. The City would receive \$10,000,000 toward the recreation and aquatic facility. The City Commission was informed at that meeting that the City would hear back on the proposal in August and would need to submit the grant application in a short timeframe, if successful. The City was short-listed and submitted the grant application on August 26, 2020. At the September 15, 2020 City Commission meeting the City Commission authorized the City Manager to accept the DCIP grant if awarded, in the amount of \$10,000,000 as a match for the new Aim High/Big Sky Recreation Facility. The City received notification on September 18, 2020 that the grant was awarded. On October 6, 2020, Resolution 10371 was adopted by the City Commission allowing the reimbursement by bond proceeds for costs that have occurred prior to the bond issuance.

Ordinance 3228 is the next step in issuing the revenue bonds to cover the \$10,000,000 match for the new Aim High/Big Sky Recreation Facility. The ordinance establishes authority to levy assessments to pay costs of the City of Great Falls Park District Number 1 including revenue bonds for the design,

construction, and furnishing of a recreation and aquatic facility. Ordinance 3228 was accepted on first reading at the April 20, 2021 Commission meeting.

The resolution authorizing the issuance and fixing terms and conditions for the estimated \$10,000,000 improvements will be presented on May 4, 2021.

Fiscal Impact: The fiscal impact of issuing \$10,000,000 of revenue bonds is estimated to be an average debt service of \$722,753 to \$729,107 per year, depending on final interest rates, through Fiscal Year 2038 in the Park District. Current interest rates are favorable for the City, and such interest rate and other parameters will be set with the resolution presented on May 4, 2021.

Alternatives: If this ordinance is not accepted, the new recreation and aquatic facility would not be built. The financing of the match for the facility could not go forward.

Concurrences: The Park & Recreation Department, Planning Department, Legal Department, City Manager's office and Finance Department, with Dorsey and Whitney, LLP have worked together on this resolution.

Attachments/Exhibits: Ordinance 3228

CERTIFICATE AS TO ORDINANCE AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Great Falls, Montana (the "City"), hereby certify that the attached ordinance is a true copy of an Ordinance entitled: "ORDINANCE ESTABLISHING AUTHORITY TO LEVY ASSESSMENTS TO PAY COSTS OF CITY OF GREAT FALLS PARK DISTRICT NUMBER 1" (the "Ordinance"), on file in the original records of the City in my legal custody; that the Ordinance was duly presented for first reading by the City Commission at a meeting on April 20, 2021 and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Ordinance has not as of the date hereof been amended or repealed.

WITNESS my hand and seal officially this ____ day of April, 2021.

(SEAL)

Lisa Kunz, City Clerk

I further certify that the Ordinance was duly adopted by the City Commission at a meeting on May 4, 2021, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Ordinance has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Ordinance at said meeting, the following Commission members voted in favor thereof: _____; voted against the same: _____; abstained from voting thereon: _____; or were absent: _____.

WITNESS my hand and seal officially this ____ day of May, 2021.

(SEAL)

Lisa Kunz, City Clerk

ORDINANCE NO. 3228

ORDINANCE ESTABLISHING AUTHORITY TO LEVY
ASSESSMENTS TO PAY COSTS OF CITY OF GREAT FALLS PARK
DISTRICT NUMBER 1

BE IT ORDAINED by the City Commission (the “Commission”) of City of Great Falls, Montana (the “City”) as follows:

Section 1. Recitals.

1.01. The Act. Pursuant to Montana Code Annotated, Title 7, Chapter 11, Part 10, as amended (the “Act”), local governments are authorized to create special districts whenever the public convenience and necessity may require. Under the Act, a “special district” may be authorized by law to perform a single function or a limited number of functions, including but not limited to park districts. The Act further authorizes the entity administering a special district to, among other things, implement a program and order improvements designed to fulfill the purposes of the special district, and to borrow money by the issuance of general obligation bonds or revenue bonds for the lease, purchase, and maintenance of land, facilities and buildings and the funding of projects. The governing body of a local government creating a special district is required by the Act to make assessments or impose fees for the costs of the special district, and to levy such assessments against the benefited lots or parcels of land within the special district.

1.02. Creation of the City of Great Falls Park District Number 1. On June 6, 2017, following an initial public hearing, the Commission adopted Resolution No. 10191 (the “Resolution of Intention”), declaring it to be the intention of the Commission to create a special district for the purpose of providing certain services with respect to City parks and recreational facilities (as further described in Section 1.03). Following receipt of protests from property owners responsible for costs of the proposed special assessments in an amount greater than 10% and less than 50%, the Commission adopted Resolution No. 10223 on February 6, 2018, ordering a referendum on the question of creating the special district. Following the approval of a majority of the electors of the City at an election duly held on May 8, 2018, the Commission adopted Resolution No. 10238 on June 5, 2018 (the “Final Resolution”), creating the City of Great Falls Park District Number 1 (the “District”).

1.03. The Project; the Bonds. The District was created for the purpose of providing services including but not limited to: maintenance, repair, replacement, upkeep, installation, improvement, operational enhancement, construction, reconstruction, acquisition of land; implementation of measures required to maintain public health and safety or meet legal or regulatory requirements; purchasing, replacing, and/or maintaining equipment, tools or vehicles used to carry out the functions described herein; and/or any other functions, labor, supplies and/or materials necessary for management and maintenance of City-owned facilities, lands and equipment under the responsibility and care of the City of Great Falls Park and Recreation Department, including but not limited to public parks and park areas (as described in the City of Great Falls Park and Recreation Master Plan), recreation facilities, trails, open space, urban forest, medians, boulevards, pathways, sidewalks, public easements, and other facilities which are located in the city limits and/or are owned by the City.

In furtherance of the District's purposes, the City has determined to undertake the design, construction, equipping and furnishing of a 50,000 square foot recreation center, including a lap pool, therapeutic pool, a recreational/training pool, general open fitness areas, an indoor gym space, drop-off child care, classrooms and ancillary support facilities (collectively, the "Project"). The Project is a service for purposes of the Final Resolution. The City has been awarded \$10,000,000 in federal grant funds to pay a portion of the costs of the Project.

The City plans to issue revenue bonds in one or more series (collectively, the "Bonds") under the Act and in accordance with the provisions of Title 7, Chapter 7, Part 44, Montana Code Annotated ("M.C.A."), to fund a portion of the costs of the Project. The District is an undertaking within the meaning of Section 7-7-4402, M.C.A., and the Project constitutes an improvement of the District for purposes of Section 7-7-4426, M.C.A. The Bonds shall be revenue bonds, payable from assessments against the property in the District.

Section 2. The Assessments. Pursuant to the Act and in accordance with Section 7-7-4424, M.C.A., the Commission hereby authorizes the City to levy special district assessments for the District. Pursuant to Section 7-11-1024 of the Act, the City shall make assessments for the costs and expenses of the District based upon a budget determined by the Commission. The Commission will include in the budget for each year an amount necessary to pay debt service on any outstanding Bonds and to pay any other costs of the District as may be necessary or desirable. Revenue derived from assessments levied in the District will be revenue of the District for which the Bonds are issued and will be collected by the City in amounts sufficient for the District to be "self-supporting" under Section 7-7-4424, Montana Code Annotated. The amount of assessments levied under this Ordinance will be determined from time to time by subsequent resolutions of the City.

Section 3. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after second reading and final adoption by the Commission.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana,
on this 4th day of May, 2021.

Bob Kelly, Mayor

Attest:

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney



Commission Meeting Date: May 4, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10406, Authorizing the issuance and private negotiated sale of up to \$10,000,000 Special Park District Bonds, Series 2021 (Taxable), Subject to the terms and limitations set forth herein; and authorizing the City Manager and Finance Director to enter into a bond purchase agreement with respect thereto

From: Melissa Kinzler, Finance Director

Initiated By: Financing of match for the design, construction, and furnishing of a recreation and aquatic facility

Presented By: Melissa Kinzler, Finance Director

Action Requested: City Commission adopt Resolution 10406

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10406.”

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

Staff Recommendation: Staff recommends adopting Resolution 10406.

Summary: Resolution 10406 is a resolution authorizing the issuance and private negotiated sale of up to \$10,000,000 Special District Bonds, Series 2021 (Taxable) revenue bonds, subject to the terms and limitations set forth in the resolution for the design, construction, and furnishing of a recreation and aquatic facility.

Background: At the June 16, 2020 work session, Staff presented to the City Commission on the submission of a proposal that would allow the City to receive matching funds from the Office of Economic Adjustment for a \$20,000,000 indoor recreation and aquatic facility. The City would receive \$10,000,000 toward the recreation and aquatic facility. The City Commission was informed at that meeting that the City would hear back on the proposal in August and would need to submit the grant application in a short timeframe, if successful. The City was short-listed and submitted the grant application on August 26, 2020. At the September 15, 2020 City Commission meeting the City Commission authorized the City Manager to accept the DCIP grant if awarded, in the amount of \$10,000,000 as a match for the new Aim High/Big Sky Recreation Facility. The City received notification on September 18, 2020 that the grant was awarded. On October 6, 2020, Resolution 10371 was adopted by the City Commission allowing the reimbursement by bond proceeds for costs that have occurred prior to the bond issuance.

Ordinance 3228 is the next step in issuing the revenue bonds to cover the \$10,000,000 match for the new Aim High/Big Sky Recreation Facility. The ordinance establishes authority to levy assessments to pay costs of the City of Great Falls Park District Number 1 including revenue bonds for the design, construction, and furnishing of a recreation and aquatic facility. Ordinance 3228 is scheduled to be adopted on second reading on May 4, 2021.

Resolution 10406, will establish the terms, conditions and documentation for a private, negotiated sale of up to \$10,000,000 in Special Park District Bonds to D.A. Davidson & Company.

The City Manager and Finance Director along with Dorsey & Whitney, LLP, the City's bond counsel, will work to establish the appropriate terms, conditions, and documentation for the sale of the Bonds. The purchase price, redemption features, and interest rate on the Bonds will be subject to the following conditions and limitations:

- (1) the aggregate principal amount of the Series 2021 Bonds shall not exceed \$10,000,000.
- (2) the maximum true interest cost on the Series 2021 Bonds shall not exceed 4.00%
- (3) the purchase price of the Series 2021 Bonds shall not be less than 99.4% of the principal amount thereof, exclusive of original issue premium or discount; and
- (4) the final maturity of the Series 2021 Bonds shall not be later than 17 years from their date of issuance.

Upon final approval of the interest rate, purchase price, and other terms and conditions of the sale of the Bonds, the City Manager, Finance Director, or the Deputy City Manager in the absence or unavailability of the either, shall be authorized to enter into and execute a Bond Purchase Agreement on behalf of the City. The form of the Bonds and the final terms and conditions will be brought in front of the City Commission under a separate resolution for final approval.

Fiscal Impact: The fiscal impact of issuing \$10,000,000 of revenue bonds is estimated to be an average debt service of \$722,753 to \$729,107 per year, depending on final interest rates, through Fiscal Year 2038 in the Great Falls Park District No. 1. Current interest rates are favorable for the City. All bond proceeds will be deposited into the construction account to maximize bonding capacity towards construction. The cost of issuing the bonds will be paid from the City's undesignated General Fund balance or other available recreation funds, not from the Park District.

The bonds will be issued as taxable bonds due to the extensive control over the facility pursuant to the Office of Local Defense Community Cooperation (OLDCC) terms and conditions. This level of control results in private business such that bond counsel could not give a legal opinion that the bonds would be tax-exempt. The burden of tax-exempt bonds would also limit the City's ability to use the recreation and aquatic facility in a myriad of ways. Tax-exempt bonds would limit private events, naming rights with respect to donations, hiring third parties to manage the facility, concessions, and swimming lessons run by third parties, etc.

Current project contingency is \$1,190,879, which is 7.5% of the budget. The project architect's recommendation for a project of this size would be 10-15%.

Alternatives:

1. Include Bond Issuance Costs in the debt service. This would raise the indebtedness to \$10,200,000.
2. Reduce the bond amount intended for construction by \$200,000 – allowing \$9,800,000 for construction. This is not advised due to concerns about the rising cost of raw construction materials.
3. Do not construct the facility.

Concurrences: The Park & Recreation Department, Planning Department, Legal Department, City Manager's office and Finance Department, with Dorsey and Whitney, LLP have worked together on this resolution.

Attachments/Exhibits: Resolution 10406

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Great Falls, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. 10406, entitled: "RESOLUTION AUTHORIZING THE ISSUANCE AND PRIVATE NEGOTIATED SALE OF UP TO \$10,000,000 SPECIAL PARK DISTRICT BONDS, SERIES 2021 (TAXABLE), SUBJECT TO THE TERMS AND LIMITATIONS SET FORTH HEREIN; AND AUTHORIZING THE CITY MANAGER AND FISCAL SERVICES DIRECTOR TO ENTER INTO A BOND PURCHASE AGREEMENT WITH RESPECT THERETO" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a regular meeting on May 4, 2021 and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Commission Members voted in favor thereof: _____; voted against the same: _____; abstained from voting thereon: _____; or were absent: _____.

WITNESS my hand officially this 4th day of May, 2021.

(SEAL)

Lisa Kunz, City Clerk

RESOLUTION NO. 10406

RESOLUTION AUTHORIZING THE ISSUANCE AND PRIVATE NEGOTIATED SALE OF UP TO \$10,000,000 SPECIAL PARK DISTRICT BONDS, SERIES 2021 (TAXABLE), SUBJECT TO THE TERMS AND LIMITATIONS SET FORTH HEREIN; AND AUTHORIZING THE CITY MANAGER AND FISCAL SERVICES DIRECTOR TO ENTER INTO A BOND PURCHASE AGREEMENT WITH RESPECT THERETO

BE IT RESOLVED by the City Commission (the “Commission”) of the City of Great Falls, Montana (the “City”), as follows:

Section 1. Authorization and Recitals.

1.01. Authorization. Pursuant to Montana Code Annotated, Title 7, Chapter 11, Part 10, as amended (the “Act”), local governments are authorized to create special districts whenever the public convenience and necessity may require. Under the Act, a “special district” may be authorized by law to perform a single function or a limited number of functions, including but not limited to park districts. The Act further authorizes the entity administering a special district to, among other things, implement a program and order improvements designed to fulfill the purposes of the special district, and to borrow money by the issuance of general obligation bonds or revenue bonds for the lease, purchase, and maintenance of land, facilities and buildings and the funding of projects. The governing body of a local government creating a special district is required by the Act to make assessments or impose fees for the costs of the special district, and to levy such assessments against the benefited lots or parcels of land within the special district.

1.02. The District; the Project. Pursuant to the Act and the approval of the majority of the City’s electors at an election held on May 8, 2018, by Resolution No. 10238, adopted by the Commission on June 5, 2018, the City created the City of Great Falls Park District Number 1 (the “District”) as a special district under the Act for the purpose of providing certain services and improvements with respect to City parks and recreational facilities.

In furtherance of the District’s purposes, the City has determined to undertake the design, construction, equipping and furnishing of a 50,000 square foot recreation center, including a lap pool, therapeutic pool, a recreational/training pool, general open fitness areas, an indoor gym space, drop-off child care, classrooms and ancillary support facilities (collectively, the “Project”). The City has been awarded \$10,000,000 in federal grant funds to pay a portion of the costs of the Project.

The City has determined to issue revenue bonds in one or more series (collectively, the “Bonds”) under the Act and in accordance with the provisions of Title 7, Chapter 7, Part 44, Montana Code Annotated (“M.C.A.”), to fund a portion of the costs of the Project. The Bonds will be payable from assessments against the property in the District.

Section 2. Authorization. Pursuant to the authorizations recited in Section 1 hereof, it is hereby determined that it is in the best interests of the City to offer for sale its Special Park

District Bonds, Series 2021 (Taxable) (the “Series 2021 Bonds”), in the maximum aggregate principal amount of up to \$10,000,000, for the purpose of paying or reimbursing a portion of the costs of the Project, as determined by the officers and employees of the City identified pursuant to, and subject to the limitations set forth in, Section 3 hereof.

Section 3. Parameters and Terms of Sale.

3.01 This Commission hereby determines that it would be in the best interests of the City to sell the Series 2021 Bonds through a negotiated sale to D.A. Davidson & Co., of Great Falls, Montana (the “Underwriter”).

3.02. The Series 2021 Bonds shall be sold to the Underwriter on terms and at a purchase price within the following limitations and conditions: (1) the aggregate principal amount of the Series 2021 Bonds, exclusive of original issue discount or premium, shall not exceed \$10,000,000; (2) the maximum true interest cost on the Series 2021 Bonds shall not exceed 4.00%; (3) the purchase price of the Series 2021 Bonds shall not be less than 99.4% of the principal amount thereof, exclusive of original issue premium or discount; and (4) the final stated maturity of the Series 2021 Bonds shall not be later than July 1, 2038. All costs of issuing the Series 2021 Bonds (including, without limitation, the fees and expenses of bond counsel, the fees of the paying agent and registrar, the preliminary and the preliminary and final Official Statement costs, and the costs of printing the Series 2021 Bonds) shall be paid by the City from funds on hand and available therefor.

The form of the Series 2021 Bonds and the final terms and conditions thereof shall be prescribed by a subsequent resolution to be adopted by this Commission.

3.03. The City Manager and the Fiscal Services Director, or the Deputy City Manager in the absence or unavailability of either, are hereby authorized and directed to approve the principal amount, purchase price, maturity dates, interest rates and redemption provisions of the Series 2021 Bonds and compensation to the Underwriter, subject to the conditions contained in this Section 3. Upon approving such terms, the City Manager and the Fiscal Services Director, or the Deputy City Manager in the absence or unavailability of either, are hereby authorized and directed to approve, execute and deliver to the Underwriter a bond purchase agreement (the “Bond Purchase Agreement”) containing the agreement of the City to sell, and the agreement of the Underwriter to purchase, the Series 2021 Bonds on the terms so approved, and containing such other provisions as the City Manager and the Fiscal Services Director, or the Deputy City Manager in the absence or unavailability of either, shall deem necessary and appropriate. The execution and delivery of the Bond Purchase Agreement shall be conclusive as to the approval of such officers or employees of the terms of the Series 2021 Bonds and the agreement of the City to sell the Series 2021 Bonds on such terms in accordance with the provisions thereof.

Section 4. Official Statement. The City Manager and the Fiscal Services Director, in cooperation with the Underwriter, are hereby authorized and directed to prepare on behalf of the City, an Official Statement, to be distributed by the Underwriter to prospective purchasers of the Series 2021 Bonds. The Official Statement shall contain such information as shall be advisable and necessary to describe accurately the City and the security for, and the terms and conditions

of, the Series 2021 Bonds. The Fiscal Services Director is authorized on behalf of the City to deem the preliminary Official Statement near “final” as of its date, in accordance with Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934.

Section 5. Continuing Disclosure. To permit the Underwriter and other participating underwriters in the primary offering of the Series 2021 Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “Rule”), the City will covenant and agree, for the benefit of the registered holders and beneficial owners from time to time of the outstanding Series 2021 Bonds, to provide annual reports of specified information and notice of the occurrence of certain events. A description of the undertaking will be set forth in the preliminary Official Statement.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption by the City Commission.

Passed and adopted by the City Commission of the City of Great Falls, Montana, on this 4th day of May, 2021.

Bob Kelly, Mayor

Attest:

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney