



City Commission Meeting Agenda
Civic Center, 2 Park Drive South, Great Falls, MT
Commission Chambers, Room 206
February 19, 2019
7:00 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

PROCLAMATIONS

1. Youth Art Month.

PETITIONS AND COMMUNICATIONS

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

2. Miscellaneous reports and announcements.

NEIGHBORHOOD COUNCILS

3. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

4. Miscellaneous reports and announcements from Boards and Commissions.

CITY MANAGER

5. Miscellaneous reports and announcements from the City Manager.

CONSENT AGENDA

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

6. Minutes, February 5, 2019, Commission Meeting.
7. Total Expenditures of \$3,127,596 for the period of January 24, 2019 through February 6, 2019, to include claims over \$5000, in the amount of \$2,857,976.
8. Contracts List.
9. Grants List.

- [10.](#) Award a Community Development Software as a Service Purchasing Agreement with Tyler Technologies, Inc. for Energov software in the amount of \$641,356 for a three year contract with automatic renewals for subsequent years.
- [11.](#) Award a construction contract in the amount of \$617,400 to Wadsworth Builders Company Inc. for the Electric City Water Park Bath House Restoration and Remodel and authorize the City Manager to execute the construction documents.
- [12.](#) Award a construction contract for the LED lighting and controls retrofit project at the North and South Parking Garages to McKinstry Essention LLC in the amount of \$264,891 and authorize the City Manager to execute said contract.
- [13.](#) Approve a Professional Services Contract Amendment No. 1 with Water & Environmental Technologies for engineering services for the Vinyard Road Storm Water Management Area Master Plan for a fee not to exceed \$4,205 and authorize the City Manager to execute the Agreement.
- [14.](#) Set a public hearing on Resolution No. 10284 Approving Donation of Used Equipment to the Vaughn Volunteer Fire Department for March 19, 2019.

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

PUBLIC HEARINGS

- [15.](#) Resolution 10280, to annex a portion of a tract of land equaling +/- 6.254 acres addressed as 4415 River Drive North currently owned by Talcott Holdings Inc., and Ordinance 3195 to establish I-2 Heavy Industrial zoning. *Action: Approve or not approve the postponement of a public hearing on Res. 10280 and Ord. 3195 to March 19, 2019. (Presented by Craig Raymond)*
- [16.](#) Resolution 10279, to Re-Create Business Improvement District within the City of Great Falls. *Action: Conduct a public hearing and adopt or deny Res.10279. (Presented by Melissa Kinzler)*

OLD BUSINESS

NEW BUSINESS

ORDINANCES / RESOLUTIONS

- [17.](#) Ordinance 3196, to rezone a portion of Property owned by Robert and Jan Livesay addressed as 2800 Upper River Road, from R-1 Single-family Suburban to I-1 Light Industrial. *Action: Accept or not accept Ord. 3196 on first reading and set or not set a public hearing for March 19, 2019. (Presented by Craig Raymond)*
- [18.](#) Ordinance 3185, Amending Title 2, Chapter 9, Establishing Sections 010-040 of the Official Code of the City of Great Falls (OCCGF), Pertaining to The Board of Appeals. *Action: Adopt or deny Ord. 3185. (Presented by Sara Sexe)*
- [19.](#) Resolution 10283, Designating the Board of Appeals as the Deciding Body for Appeals of Community Development Block Grant Allocation Decisions. *Action: Adopt or deny Res. 10283 (Presented by Sara Sexe)*

20. Ordinance 3194, Amending Title 17 of the Official Code of the City of Great Falls (OCCGF): Reserving Chapters 1 Through 3; and, Repealing and Replacing Chapter 4 Pertaining to General Provisions to The Land Development Code. *Action: Accept or not accept Ord. 3194 on first reading and set or not set public hearing for March 5, 2019. (Presented by Sara Sexe)*
21. Ordinance 3199, Amending Title 6, Chapter 1, Section 090, of the Official Code of the City of Great Falls (OCCGF), Pertaining to Multi-Animal Permit/Multiple Animal Hobby Breeder Permit. *Action: Adopt or deny Ord. 3199. (Presented by Sara Sexe)*

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.)

Commission meetings are televised on cable channel 190. If a video recording is available it will be posted on the City's website at <https://greatfallsmt.net> after the meeting. City Commission meetings are re-aired on cable channel 190 the following Wednesday morning at 10 am, and the following Tuesday evening at 7 pm.

JOURNAL OF COMMISSION PROCEEDINGS
February 5, 2019

Regular City Commission Meeting

Mayor Kelly presiding

CALL TO ORDER: 7:00 PM

Commission Chambers Room 206

PLEDGE OF ALLEGIANCE

Boy Scout Troop 1

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Bob Kelly, Tracy Houck, Owen Robinson, Bill Bronson, and Mary Sheehy Moe. Also present were the City Manager Greg Doyon and Deputy City Manager Chuck Anderson; Deputy City Clerk Darcy Dea; Public Works Director Jim Rearden; Finance Director Melissa Kinzler; Fire Chief Steve Hester; Assistant City Attorney Joe Cik; and, Police Chief Dave Bowen.

AGENDA APPROVAL: Maps for Agenda Items 13, 14, and 15 were provided to the Commission. The agenda was approved as submitted.

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None

1.

PROCLAMATIONS

Commissioner Robinson read Scouting Anniversary Week; Commissioner Bronson read Career & Technical Education Month for Great Falls Public Schools; and Commissioner Moe read Black History Month.

SWEARING IN

2. **SWEARING IN – NEIGHBORHOOD COUNCIL #1 MEMBER – LAURA DEVER.**

Mayor Kelly performed the swearing in ceremony for Laura Dever, Neighborhood Council 1.

PETITIONS AND COMMUNICATIONS

3. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

NEIGHBORHOOD COUNCILS

4. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Deputy City Manager Chuck Anderson reported that the current status of the Police Advisory Board, as well as the Bootlegger Trail Speed Zone Study were discussed at the January 29th Council of Councils Meeting. Deputy City Manager Anderson further reported that a Community Grant Survey is available on the City's website for citizen feedback on how the City should spend

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Community Development Block Grant (CDBG) funds. Deputy Manager Anderson concluded that Neighborhood Councils are encouraged to update the Commission at work sessions.

BOARDS & COMMISSIONS

5. APPOINTMENTS, PARK AND RECREATION BOARD.

Commissioner Moe moved, seconded by Commissioner Bronson, that the City Commission appoint Jen Creed, Dan Manella and Brianne Laurin for three-year terms through December 31, 2021, to the Park and Recreation Board.

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

Mayor Kelly expressed appreciation to citizens who take an interest in serving on Boards.

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

Motion carried 5-0.

6. APPOINTMENT, PARKING ADVISORY COMMISSION.

Commissioner Houck moved, seconded by Commissioner Robinson, that the City Commission appoint Thaddeus J. Reiste to the Parking Advisory Commission for a partial term through April 30, 2019.

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

Mayor Kelly expressed appreciation to Mr. Reiste, as well as the others who applied for the Parking Advisory Commission.

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

Motion carried 5-0.

7. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM BOARDS AND COMMISSIONS.

There were no miscellaneous reports and announcements from members of boards and commissions.

CITY MANAGER

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8. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon announced:

- The City will be negotiating a Collective Bargaining Agreement with seven Unions.
- Manager Doyon attended a Montana Municipal Interlocal Authority (MMIA) Board meeting, which included how MMIA will rate and assess general liability coverage.
- MMIA's recommendation for health insurance increase was 7.2%. The Human Resource Department is evaluating other options for health insurance.
- The State of Montana awarded a contract to Federal Engineering Inc. to help develop a technology deployment plan for 911 systems.
- Manger Doyon will be attending the 2019 Installation Innovation Forum in March.

Deputy City Manager Chuck Anderson announced the appointment of Lanni Klasner as the City's Communications Specialist, a new position that builds on the Neighborhood Council Coordinator position, as well as oversees all department-related marketing and communications efforts.

Commissioner Moe commented that she was pleased with the amount of applicants that applied for the Communications Specialist position.

CONSENT AGENDA.

9. Minutes, January 15, 2019, Commission meeting.
10. Total expenditures of \$3,431,984 for the period of December 29, 2018 through January 23, 2019, to include claims over \$5,000 in the amount of \$3,065,704.
11. Contracts list.
12. Declare Equipment as Surplus and authorize sale thereof.
13. Award a Construction Contract for the Encino Drive/Grande Vista 2 Street Repairs Phase 1 project in the amount of \$557,289 to United Materials of Great Falls, Inc. and authorize the City Manager to execute the construction contract documents. **OF 1679.7**
14. Approve a final payment for Miscellaneous Drainage Improvements NW Side Alleys Phase 2 Project in the amount of \$6,257.96 to Geranios Enterprises, Inc. and \$63.21 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments. **OF 1666.8**
15. Approve a final payment for the North East Interceptor Rehabilitation project in the amount of \$67,694.71 to Planned and Engineered Construction (PEC) and \$683.79 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments. **OF 1674.3**

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

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

Referring to Item 13, Commissioner Bronson commented that in the 1990's the City was not performing inspections of construction work. Commissioner Bronson noted that if the City would have been involved in performing inspections in the 1990's, it is possible the cost wouldn't be over \$500,000 to fix repairs today.

Referring to Item 12, Mayor Kelly received clarification that each item is sold separately.

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

Motion carried 5-0.

PUBLIC HEARINGS

16. RESOLUTION 10282, ESTABLISHING SANITATION SERVICE COLLECTION RATES EFFECTIVE MARCH 1, 2019.

Public Works Director Jim Rearden reviewed and discussed the Power Point slides consisting of the City Sanitation Landfill Rates; Personnel Costs; vehicle replacement and maintenance; previous residential rate increases; current statewide residential rates, as well as current statewide landfill rates.

Mayor Kelly declared the public hearing open.

No one spoke in support of or in opposition to Resolution 10282.

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

Commissioner Robinson moved, seconded by Commissioner Moe, that the City Commission adopt Resolution 10282 establishing Sanitation Service Collection Rates effective March 1, 2019.

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

Commissioner Houck commended staff for their efforts with regard to the proposed service rates.

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

Motion carried 5-0.

OLD BUSINESS

NEW BUSINESS

17.

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MEMORANDUM OF UNDERSTANDING BETWEEN IAFF LOCAL # 8 AND THE CITY OF GREAT FALLS, PERTAINING TO EMPLOYMENT COMMITMENT – PARAMEDIC TRAINING PROGRAM.

Fire Chief Steve Hester reported that eight members have enrolled in the Paramedic Training Program established through the MSU-College of Great Falls. The City paid the tuition for the eight members that were selected for enrollment.

The course was developed to address the shortage of Paramedics in the Great Falls Fire Department (GFFD). The City is requesting the Paramedic commit to five years of employment after successful completion of the course. If the Paramedic does not fulfill the required five years of employment, the Paramedic must reimburse a portion of the tuition back to the City based on the number of years served.

Chief Hester expressed appreciation to the MSU-College of Great Falls for its efforts with regard to the Paramedic Training Program, as well as to the Commission for its support. Chief Hester reported that the program has added to the quality of life to the community, and has saved lives.

Commissioner Bronson moved, seconded by Commissioner Houck, that the City Commission approve the MOU “Employee Commitments-Paramedic Training Program” between the City of Great Falls and the IAFF Local #8, and authorize the City Manager to execute the agreement.

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

Commissioner Moe received clarification that the Paramedics have already signed a commitment letter since the program started in January. Referring to the Agenda Report, Commissioner Moe pointed out that the correct name of the college is Great Falls College–MSU.

Mayor Kelly commended the IAFF Local #8 and Chief Hester for working together with regard to negotiating the agreement.

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

Motion carried 5-0.

ORDINANCES/RESOLUTIONS

18. ORDINANCE 3185, AN ORDINANCE AMENDING TITLE 2, CHAPTER 9, ESTABLISHING SECTIONS 010-040 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO THE BOARD OF APPEALS.

Assistant City Attorney Joe Cik reported that the proposed changes would reestablish the Great Falls Board of Appeals. The Board of Adjustment has been also identified as the Board of Appeals. Resolution 10283, which will later be presented for Commission consideration, if adopted will

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designate the Board of Appeals as the deciding body for CDBG allocations. This update will be consistent with the Commission's CDBG policies and would help eliminate any potential conflicts of interest in the future.

Commissioner Moe moved, seconded by Commissioner Houck, that the City Commission accept Ordinance 3185 on first reading and set second reading for February 19, 2019.

Written correspondence in opposition to Ordinance 3185 was received from **Jeni Dodd**, 3245 8th Avenue North, commenting that the combined Board of Adjustment/Appeals should not be the deciding body for CDBG allocations.

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

Motion carried 5-0.

19. ORDINANCE 3199, AN ORDINANCE AMENDING TITLE 6, CHAPTER 1, SECTION 090 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO MULTI-ANIMAL PERMIT/MULTIPLE ANIMAL HOBBY BREEDER PERMIT.

Assistant City Attorney Joe Cik reported that staff realized an error exists with the language of the Official Code of the City of Great Falls (OCCGF). Ordinance 3199 would correct this error to be consistent with policy and the intent of the subject code provision. Ordinance 3199 would amend the code provisions to read, "All dogs and cats must be registered and collared or Microchipped."

Commissioner Houck moved, seconded by Commissioner Robinson, that the City Commission accept Ordinance 3199 on first reading and set second reading for February 19, 2019.

Written correspondence was received from **Jeni Dodd**, 3245 8th Avenue North, requesting that the Commission consider mandatory euthanasia of an animal with a history of two attacks resulting in bodily injury or death of persons or domestic animals within a 24 month period.

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

Motion carried 5-0.

CITY COMMISSION

20. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Commissioner Bronson reported that ADF International supplied steel for the construction of the new Mercedes-Benz Stadium in Atlanta, GA, and an order has been placed to provide steel for the new Raiders Stadium in Las Vegas.

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Mayor Kelly announced that he attended an Economic Outlook Seminar that focused on affordable housing. Mayor Kelly reported that out of all the major cities in Montana, Great Falls had one of the lowest costs for building homes. Mayor Kelly thanked City staff for being sensitive to regulatory burdens on builders.

Commissioner Robinson congratulated Tom Moore, the new Great Falls Public School Superintendent, and extended appreciation to Tammy Lacey for her work over the past years.

21. COMMISSION INITIATIVES.

Commissioner Robinson commented that the City should explore opportunities for increased cooperation, or combine the Animal Shelter and the Maclean-Cameron Animal Adoption Center. Commissioner Robinson noted that is his fiduciary responsibility to the City. Commissioners' Robinson and Moe would be willing to meet with Maclean-Cameron Animal Adoption Center board members.

22. 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 February 5, 2019, at 8:00 p.m.**

Motion carried 5-0.

Mayor Bob Kelly

Deputy City Clerk Darcy Dea

Minutes Approved: February 19, 2019



**CITY OF GREAT FALLS
 COMMISSION AGENDA REPORT**

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

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECK RUNS FROM JANUARY 24, 2019 - FEBRUARY 6, 2019	3,090,451.68
MUNICIPAL COURT ACCOUNT CHECK RUN FOR JANUARY 16, 2019 - JANUARY 30, 2019	37,144.30
TOTAL: \$	<u><u>3,127,595.98</u></u>

SPECIAL REVENUE FUND

LIBRARY FOUNDATION		
OVERDRIVE INC	MONTANA LIBRARY 2 GO CONTENT PURCHASES	5,059.00
FEDERAL BLOCK GRANTS		
NELSON ARCHITECTS LLC	OF 1740.1 ELECTRIC CITY WATER PARK BATH HOUSE RESTORATION	13,355.05

DEBT SERVICE

IMPROVEMENT DISTRICT REVOLVING		
US BANK NATIONAL ASSOCIATION	DEBT SERVICE	26,500.00

ENTERPRISE FUNDS

WATER		
SLETTEN CONSTRUCTION COMPANY	OF 1519.6 WTP IMP PH1 CONSTRUCTION	57,084.94
LANDMARK STRUCTURES I, L.P.	OF 1625.2 GORE HILL TANK REPLACEMENT	79,433.82
BLACK & VEATCH CORPORATION	OF 1519.6 WTP IMP PH 1 CONSTRUCTION	86,620.01
NORTHWESTERN ENERGY	REGULATED MISC JOBBING	8,785.31
SEWER		
VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	241,274.04
VEOLIA WATER NORTH AMERICA	MONTHLY CONTRACTED CAPITAL IMPROVEMENTS	12,500.00
US BANK NATIONAL ASSOCIATION	DEBT SERVICE	354,065.00
ED BOLAND CONSTRUCTION	OF 1722.2 LIFT STATION #9 REHAB	100,661.72

ENTERPRISE FUNDS (CONTINUED)

STORM DRAIN
PRAIRIE KRAFT SPECIALTIES LLC ANNUAL LEASE AGREEMENT 8,290.00

SANITATION
MONTANA PETERBILT LLC 2019 PETERBILT 520 TANDEM AXEL TRUCK 121,337.00

CIVIC CENTER EVENTS
GREAT FALLS SYMPHONY 19-23 CASH OUT WIZARD OF OZ 37,213.92
ASSOCIATION INC

INTERNAL SERVICES FUND

HEALTH & BENEFITS
MONTANA MUNICIPAL INTERLOCAL AUTHORITY EMPLOYEE HEALTH INSURANCE PREMIUM 789,316.45

INSURANCE & SAFETY
MONTANA INTERLOCAL AUTHORITY MONTHLY DEDUCTIBLE RECOVERY PAYMENT 13,445.39

CENTRAL GARAGE
MOUNTAIN VIEW CO-OP FUEL 24,273.71
WATCH GUARD VIDEO POLICE VIDEO SYSTEM-6 UNITS 30,720.00

TRUST AND AGENCY

COURT TRUST MUNICIPAL COURT
CITY OF GREAT FALLS FINES & FORFEITURES COLLECTIONS 24,791.50

PAYROLL CLEARING
STATE TREASURER MONTANA TAXES 49,044.00
ICMA RETIREMENT TRUST EMPLOYEE CONTRIBUTIONS 7,986.72
FIREFIGHTER RETIREMENT FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS 53,664.08
STATEWIDE POLICE RESERVE FUND POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS 65,702.51
PUBLIC EMPLOYEE RETIREMENT PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS 133,889.80
US BANK FEDERAL TAXES, FICA & MEDICARE 207,095.15
AFLAC EMPLOYEE CONTRIBUTIONS 9,716.44
LABORERS INTERNATIONAL UNION EMPLOYEE CONTRIBUTIONS 27,958.78
WESTERN CONF OF TEAMSTERS EMPLOYEE CONTRIBUTIONS 17,863.68
MONTANA OE - CI TRUST FUND EMPLOYEE CONTRIBUTIONS 28,575.13
NATIONWIDE RETIREMENT SOLUTIONS EMPLOYEE CONTRIBUTIONS 14,760.59
MONTANA VEBA HRA EMPLOYEE CONTRIBUTIONS 50,796.42

UTILITY BILLS

NORTHWESTERN ENERGY TRANSMISSION CHARGES FOR NOV 2018 13,665.59
NORTHWESTERN ENERGY SLD CHARGES JANUARY 2019 77,244.06
ENERGY KEEPERS ELECTRICITY CHARGES FOR JAN 2019 65,286.00

CLAIMS OVER \$5000 TOTAL: \$ 2,857,975.81

CITY OF GREAT FALLS, MONTANA

AGENDA: 8

COMMUNICATION TO THE CITY COMMISSION

DATE: February 19, 2019

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

PRESENTED BY: Darcy Dea, Deputy 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	Great Falls Police Department	Homestead Improvements LLC	02/19/2019-06/30/2019	\$4,330	Agreement for installation of shelving cabinets and window pane in the Great Falls Police Department Evidence Room.
B	Finance Department	New World A tyler erp solution	NA	\$5,300 \$2,560 \$954	ETimesheets (alacarte) software and training agreement and one year maintenance Quote # QUO-45330-C4V4C4

C	Public Works/Engineering	Montana Department of Transportation (MDT)	Summer/Fall 2019	\$0	Utility Agreement TA 5208(5) I/C, Park Drive – 4 th Avenue North Ped X-ing – Great Falls, Control No. 9148000 – Insulation, relocate water meter, reset valve box OF 1711.0
D	Planning and Community Development	Park and Recreation	02/19/20019-06/30/2019	\$282,233.50	2018/2019 Community Development Block Grant Agreement for renovation of the Electric City Water Park Bath House and improve ADA accessibility from the parking area into the facility. (CR 060518.16 - adopted 2018/2019 Annual Action Plan & 051518.12 – 2018/2019 CDBG Funding Priorities) OF 1740.1
E	Public Works/Engineering	L’Heureux Page Werner Architecture	02/19/2019-02/20/2020	\$17,000	Professional Service Agreement for renovations of the Gibson Park restrooms OF 1737.1
F	Park and Recreation	William Fencing & Sprinklers	02/28/2019 – 04/15/2019	N/A	Addendum 1 to Agreement that extends the term of the agreement to replace dugouts and backstop on Field #7 at the Multi Sports Complex OF 1063.6 (CR 112018.9E)

COMMUNICATION TO THE CITY COMMISSION

DATE: February 19, 2019

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

PRESENTED BY: Darcy Dea, Deputy City Clerk

ACTION REQUESTED: Ratification of Grants through the Consent Agenda

MAYOR’S SIGNATURE: _____

GRANTS

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	GRANT AMOUNT REQUESTED	CITY MATCH	PURPOSE
A	Park and Recreation	Fish, Wildlife & Parks Recreational Trails Program (RTP)	4/2019- 2/2020	\$12,858	\$1,500 River’s Edge Trail Foundation \$2,000 P&R Trails Budget	Grant Application for asphalt maintenance on Warden Park trails, including emulsion seal.
B	Planning and Community Development	Montana State Historic Preservation Office, P.O. Box 201202, Helena, MT 59620-1202	04/01/2019- 03/31/2020	\$5,500	\$40,210.58 City \$25,000 County \$7,684 Private/Non- Profit	Certified Local Government Grant Application for next fiscal year. Grant funds offset Historic Preservation Officer salary and operating costs for the historic preservation program



Item: Community Development Software as a Service Purchasing Agreement with Tyler Technologies, Inc.

From: Planning and Community Development

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

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

Action Requested: Approve the Community Development Software as a Service Purchasing Agreement

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) the Community Development Software as a Service Purchasing Agreement to Tyler Technologies Inc. in the amount for \$641,356 for a three year contract with automatic renewals for subsequent years.”

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

Staff Recommendation: Staff recommends approval of the Software as a Service Purchasing Agreement.

Summary: After an extensive Request for Proposal (RFP) process, staff from Planning and Community Development, Public Works and Engineering, I.T. and Mapping have selected a Tyler Technologies product called Energov, as the most capable and appropriate vendor for our CD software program needs. The new software being proposed will replace the current New World Logos program that the City has been using since 2012. Because both products are with Tyler Technologies, there will be no penalty for terminating the agreement for New World Logos.

Background:

Since the implementation of the current software program in 2012, the Planning and Community Development Department has been experiencing a need for greater functionality in its software program that is used in development process and permit review, Safety Inspection Certificate processing and code enforcement case management. In addition to noted technical deficiencies which affected staff efficiency and capability, the general public has long desired a greater level of service to be made available to them through internet services. The Tyler Technologies Energov products greatly enhance citizen access to information, provides the capability to apply for permits, pay for permits, request inspections online and securely access project status updates online, twenty-four hours a day, seven days

a week. Citizens will be able to apply for trades' licenses such as plumbing or electrician licenses and Safety Inspection Certificates online. Applicants will have the ability to securely access their requested license information online at their convenience. The Code Enforcement Program and the general public will also benefit from enhanced capabilities with the Energov products.

In addition to improvements that are designed to greatly enhance the citizen customer experience, the proposed software package greatly improves staff efficiency, productivity and communication. The Energov program together with the BlueBeam software product, which will be purchased under a separate agreement, dramatically changes how Planning and Community Development, Public Works and Engineering and Great Falls Fire Rescue do business. These programs allow staff to convert to a paperless environment through electronic permit submittal and plan review processes. Internally, situational awareness and communication will be greatly enhanced.

The City published an RFP on June 1, 2018, requesting that qualified firms provide proposals meeting specific criteria based on known technical needs and established customer service goals. Out of six respondents, four firms were asked to appear and provide product demonstrations here in Great Falls. A selection committee including representatives from the Building Safety Division, Planning, Engineering, Great Falls Fire Rescue, I.T., and Mapping unanimously scored Tyler Technologies as the best product based on our established criteria.

The agreement before you outlines the products that will be purchased as an annual service, configuration and implementation services as well as product reliability and service standards. The contract also provides for termination of agreement for convenience should the City elect to use another product or change services which render the proposed software product unnecessary.

Fiscal Impact: The total first year cost of the agreement amounts to \$358,102.00 with years two through three costing \$141,627.00 annually for the service. Following the third year of the agreement, the agreement automatically renews, unless terminated otherwise, at the then-current SaaS fees.

Alternatives: The City Commission may reject the agreement and direct staff to address any specific concerns that the Commission may have with the agreement to provide enhanced software capabilities.

Concurrences: Staff from all departments utilizing the software have been a part of the scoring and selection of Tyler Technologies as the preferred vendor of the next software product. Additionally, staff has sought and received input from the development community, which supports the plan to provide enhanced customer experience and efficiency.

Attachments/Exhibits:

Software as a Service Agreement



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of Great Falls, Montana.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system

management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.

- 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
- 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 3.3 You retain all ownership and intellectual property rights to the Data. Your Data, including any backups made pursuant to this Agreement, will be located within the United States. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.
6. SaaS Services.
- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
- 6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.
- 6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable

period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

- 6.4 In the event we declare a disaster, our Recovery Time Objective (“RTO”) is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Mutual Assistance. Each party acknowledges that the implementation of the Tyler Software is a cooperative process requiring the time and resources of each party's personnel. Accordingly, each party agrees to use all reasonable efforts to cooperate with and assist the other party as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with each other to schedule the implementation-related services outlined in this Agreement. Neither party will be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by the other party's personnel to provide such cooperation and assistance (either through action or omission).
8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike

manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);

- 8.2 provide telephone support during our established support hours;
- 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
- 8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
- 8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive

free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

- 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
- 2.5 For Convenience. Either party may terminate this agreement for convenience upon thirty (30) days advance written notice.
3. Data upon Termination. Upon Client request associated with the termination, expiration, or non-renewal of this Agreement. Tyler will provide Client a copy of the Client Data then hosted by Tyler in the form of the copy of the database(s) hosted by Tyler.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, and subject to the limitations set forth in Mont. Code Ann. §2-9-108, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**
5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional (including Cyber and Privacy) Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to

our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance following execution of this Agreement.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement. The Client claims City of Great Falls is exempt from payment of Federal Excise Tax, and that its taxpayer identification number is 816001269.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your

project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a

change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents.

Tyler recognizes that this Agreement involves interaction with a public entity. Any oral or written information provided to the City or its employees by Tyler may be subject to public inspection under Montana or other applicable law and may be subject to records retention laws. If a request for Tyler's information is made, City will notify Tyler of such request. If Tyler intends to claim that any such requested documentation is "Confidential Information" or confidential, proprietary, or trade secret information as identified in Mont. Code Ann. §30-14-402, or otherwise under applicable law, it will be required to take any and all steps necessary under applicable law, including court action, to establish that the information is not subject to public disclosure.

The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
 19. Governing Law & Compliance. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law. Each party shall comply with state, federal, and local laws that apply to its performance pursuant to this Agreement.
 20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.

Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

- | | |
|-----------|--|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy
Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement
Schedule 1: Support Call Process |
| Exhibit D | Third Party Terms |
| Exhibit E | Statement of Work |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Great Falls

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Great Falls
#2 Park Drive South
Great Falls, MT 59403
Attn: _____



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Tyler sales quotation follows this page.

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Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees**. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. The foregoing notwithstanding, Tyler shall limit increases to the annual SaaS Fees to five percent (5%) per year for the first five (5) annual renewals after the initial term.
2. **Other Tyler Software and Services**.
 - 2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Annual Services. The first annual term for EnerGov Assist commences at the beginning of the initial term as set forth in Section F (1) of this Agreement. The year 1 fee for EnerGov Assist is waived. EnerGov Assist services will renew automatically for additional one (1) year terms at our then-current EnerGov Assist Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
 420 Montgomery
 San Francisco, CA 94104
 ABA: 121000248
 Account: 4124302472
 Beneficiary: Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to

claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98.5-99%	Remedial action will be taken.
100%	97.00-98.49%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	95.00-96.99%	8% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	12% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter’s Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D MyGovPay/VirtualPay and IVR

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies (*Powered by Persolvent*), designed for Citizen Users to use for processing online payments.

(a) Special MyGovPay/VirtualPay Definitions.

"Merchant Agreement" means the agreement between Customer and Persolvent that provides for the Merchant Fees.

"Merchant Fees" means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.

"MyGovPay" means the Product of Tyler Technologies that allows members of the public to pay for Customer's services with a credit or other payment card on the Customer's citizen-facing web portal.

"Persolvent" means Persolvent, formerly BankCard Services Worldwide, a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.

"Use Fees" means the Technology Fees, Authorization Fees and Program/Convenience Fees as listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay*.

"VirtualPay" means the Product of Tyler Technologies that allows the Customer to accept and process citizen user's credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

- (1) Customer must apply for and agree to a Merchant Agreement with Persolvent.
- (2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.
- (3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
- (4) Customer agrees that this Agreement does not represent any modification to Customer's Merchant Agreement with Persolvent.
- (5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
- (6) Customer agrees that MyGovPay's and VirtualPay's ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth on the following page will apply if Customer elects to use MyGovPay/VirtualPay.

USE FEES TABLE FOLLOWS ON NEXT PAGE

Use Fees

EnerGov’s MyGovPay (Online / card-not-present payments)**

	MyGovPay (Online Payments)	MyGovPay (Online Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.79%	\$0.20
Option 2: Patron Paid	3.29%	N/A

***ACH processing is available for a fee of \$20 per month and \$0.30 per transaction.*

EnerGov’s VirtualPay (retail card present)

	VirtualPay (Retail Payments)	Virtual Pay (Retail Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.59%	\$0.15
Option 2: Patron Paid	2.99%	N/A

Patron Paid fees will be communicated as "Service Fees" to the cardholder, at the time of transaction. In the event that the average monthly transaction amount is below \$30, Contractor reserves the right to apply an additional \$0.20 service fee above the quoted rates above.

3. Interactive Voice Response ("IVR"). If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

- (a) Network Security. Customer acknowledges that a third-party is used by Tyler Technologies to process IVR Data. Customer’s content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers’ content is or will be transmitted or stored.
- (b) Content. Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.
- (c) Lawful Purposes. Customer shall not use the IVR system for any unlawful purpose.
- (d) Critical Application. Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.
- (e) No Harmful Code. Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.
- (f) IVR WARRANTY. Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.



Exhibit E
Statement of Work

Statement of Work follows this page.

Statement of Work

Enterprise Group, Tyler Technologies

Prepared for:

City of Great Falls MT

Craig Raymond

2 Park Drive South, Room 112; Great Falls, MT 59403

Prepared by:

Woody Jackson

2160 Satellite Blvd., Suite 300, Duluth, GA 30097

Tyler Technologies, Inc.

www.tylertech.com

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1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer City of Sample the opportunity to make the City more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the City’s functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]	[APPLICATION]
EnerGov	Community Development Suite (Permitting and Land Management Suite)
EnerGov	Business Management Suite (Licensing & Regulatory Suite)
EnerGov	Citizen Self Service-Community Development
EnerGov	Citizen Self Service-Business Management
Tyler	Citizen Self Service-Tyler 311 (TIM) & Click2Report
EnerGov	Adv. Server Extensions Bundle
EnerGov	Central Cashiering SDK
EnerGov	Content Management API
EnerGov	Community Development SDK
EnerGov	Business Management SDK
EnerGov	Request and Enforcement SDK
EnerGov	iG Workforce
EnerGov	Report Toolkit
EnerGov	O’Data
Tyler	Tyler GIS

1.3 Project Timeline

The Project Timeline establishes a start and end date for each Stage of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler's Public Sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City's complexity, and organizational needs.

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the Project Manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the City collaborate to resolve project challenges according to defined escalation paths. In the event Project Managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City steering committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

Depending on the City's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client Project Manager

The City's Project Manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The City Project Manager(s) will be responsible for reporting to the City steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the City Project Manager(s) and the Project as a whole and through participation in regular internal meetings, the City steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The City steering committee also provides support to the City Project Manager(s) by communicating the importance of the Project to all impacted departments. The City steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. The City steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The City's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the City steering committee, Project Manager(s), and Functional Leads to make critical business decisions for the City.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler Project Manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the City. As requested by the City, the Tyler Project Manager(s) provide regular updates to the City's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler Project Manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager(s) or with the City management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days,

or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

- If the City does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler Project Manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin, as mutually agreed to, after the Agreement has been fully executed.
- The City and Tyler can allocate additional internal resources if needed. The City also ensures the alignment of their budget and Scope expectations.
- The City and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and the City provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the project budget.
- Abbreviated timelines and overlapped Phases can result in project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the City Project Manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the City Project Manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- City users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The City is responsible for making decisions based on the options available.
- In the event the City may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the City's responsibility to define, document, and implement.
- The City makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The City is readily able to produce the needed data files from a static database for conversion from the Legacy System to provide them to Tyler on the specified due date(s). At the time the Legacy System data file is extracted, the City will produce reports and detail screen captures to reconcile the converted data.
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The City will grant Tyler access to the Legacy System to assist with understanding data relationships to improve the accuracy and quality of the converted data.

- The City understands the Legacy System data file must be in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the City may need to correct data scenarios in their Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the City to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.
- During Production Cutover, the City may need to manually add or correct data after data has been loaded into the production database as mutually agreed to prior to the load.

3.3 Data Exchanges, Modifications, Forms and Reports

- The City ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler Standard Data Exchange tools may not be available.
- The City is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Control process.
- The City's testing environment contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing
- The City is responsible for verifying the performance of the Modification as defined by the specification

3.4 Hardware and Software

- Tyler will initially install the most current generally available version of the purchased Tyler software.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler project staff.
- The City has in place all hardware, software, and technical infrastructure necessary to support the Project.
- The City's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the City does not meet minimum standards of Tyler's published specifications.

3.5 Environments and Databases

- Tyler will establish three (3) software environments and three (3) databases for the Project. The environments will be production, train and test. Each environment will have a corresponding database named the same as the environments; production database, train database and test database
- The test environment will be used by Tyler to build the solution. Tyler will use the test database for testing and reviewing converted data. Tyler will also use the test database to present

completed Deliverables to the City for acceptance. Once Deliverables have been accepted, they will be moved to the production and train environments

- The train database will be used by the City for reviewing the converted data, testing, and training
- At Production Cutover the production database will be used for processing daily functions

3.6 Education

- Throughout the Project lifecycle, the City provides a training room for Tyler staff to transfer knowledge to the City's resources, for both onsite and remote sessions. The City will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The City determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The City provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City provided projector, allowing all attendees the ability to actively engage in the training session.
- Tyler is responsible for providing formal training on all functional areas of the software to the City's designated Power Users. The City will designate up to fifteen (15) Power Users for any specific class. The Power Users will vary based on agenda topics and area of the assessment office that the class pertains to. Power Users will then be empowered with the knowledge to conduct training to City End Users. In addition, informal education will occur leading up to the formal training sessions. Every time Tyler resources work with City staff to demonstrate a specific function/feature/executable with the City is an opportunity to better understand and appreciate the Tyler solution
- Tyler will conduct one (1) formal training session for each of the functional areas of the software. The functional areas covered will allow the City to utilize the software. The City is responsible for assigning the appropriate Power Users to attend these sessions
- Tyler follows a train-the-trainer approach to allow City Power Users attending the sessions to disseminate the knowledge being learned during Tyler lead sessions to other City users
- Users performing User Acceptance Testing (UAT) have attended all applicable training sessions prior to performing UAT.

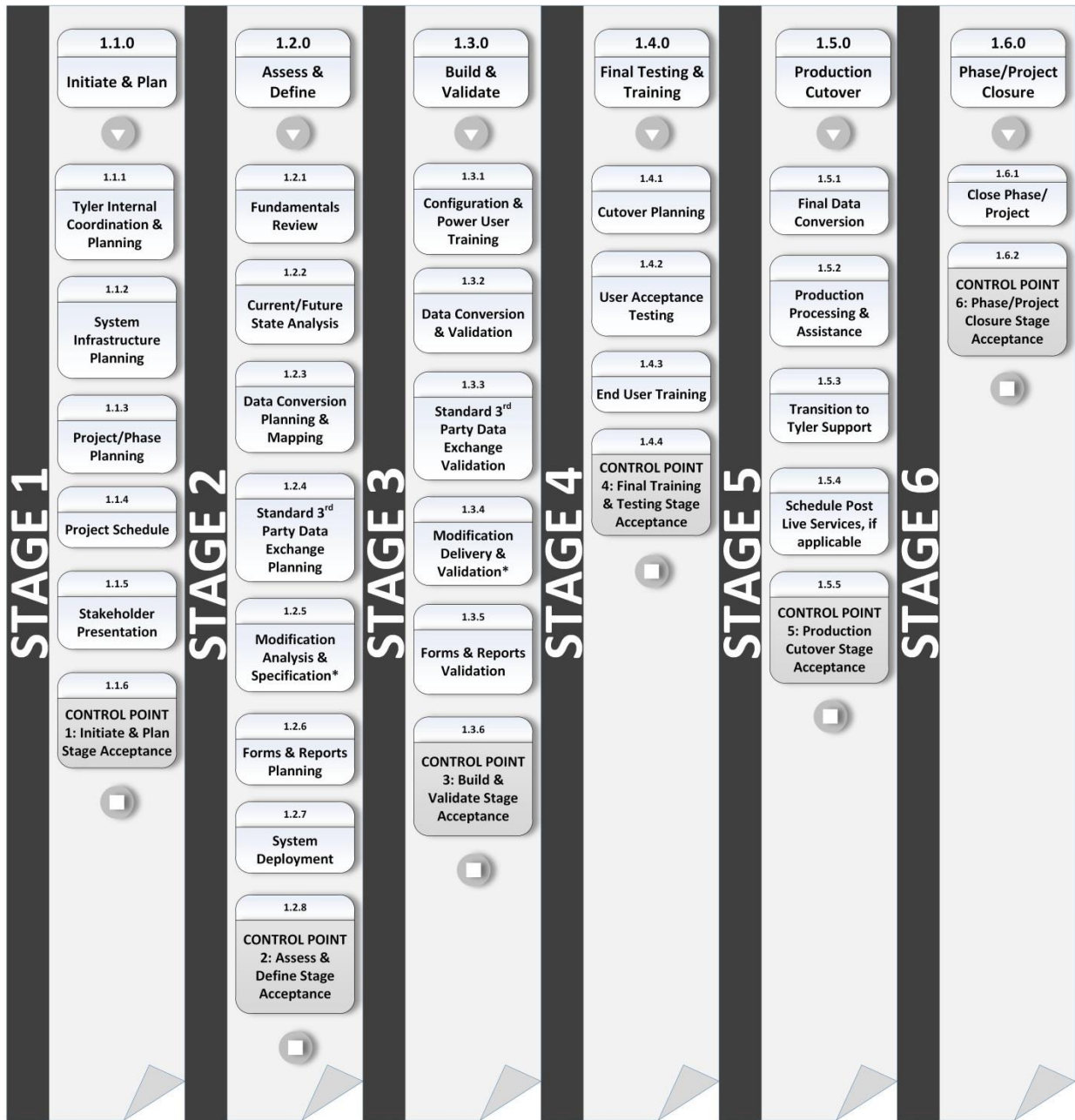
3.7 Assumption Mitigation

- In the event that any assumptions are not met or prove to be invalid the parties agree to work in good faith to mitigate any resulting issues

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Stage broken down into smaller, more manageable components. The top level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of City and Tyler Project management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. City participation in gathering information is critical. Tyler Project management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns Project Manager(s). Tyler provides the City with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. City participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with Sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City’s team. During this step, Tyler will work with the Client to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler Project Manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R						C											

4.2.2 System Infrastructure Planning

The City provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the City’s site. The City completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER							CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I							C	
Make hardware available for Installation			I					C				A							R	
Install system hardware, if applicable			I					C				A							R	
Complete system infrastructure audit			I					C				A							R	

4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler Project Manager(s) deliver an Implementation Management Plan, which is mutually agreeable by City and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.2.5 Stakeholder Presentation

City stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, project schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I			I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
 - Objective: Update and deliver baseline management plans to reflect the approach to the City's Project.
 - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
 - Acceptance criteria: City reviews and acknowledges Implementation Management Plan
- Project Plan/Schedule
 - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
 - Scope: Task list, assignments and due dates
 - Acceptance criteria: City acceptance of schedule based on City resource availability and Project budget and goals.

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current City business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring City collaboration. The City shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I								A	R		I					C	
Ensure all scheduled attendees are present			I	I						A	R	C		I						
Facilitate fundamentals review			A	R								I	I		I					

4.3.2 Current/Future State Analysis

City and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the City, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the City’s Legacy System Applications to the Tyler system. Tyler staff and the City work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.3.4 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler’s responsibility to ensure the Tyler programs operate correctly. It is the City’s responsibility to ensure the third party program operates or accesses the data correctly.

The City and Tyler Project Manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

4.3.5 Customization Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The City reviews the specifications and confirms they meet City’s needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler’s intention is to minimize Customizations by using Standard functionality within the Application, which may require a City business process change. It is the responsibility of the City to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for City approval) for contracted program Customizations. Upon approval, Tyler will make the agreed upon Customizations to the respective program(s). Once the Customizations have been delivered, the City will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted custom program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

4.3.6 Forms & Reports Planning

City and Tyler Project Manager(s) review Forms and Reporting needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Customization(s). Items not included in the Agreement could be either City-developed Reports or a newly discovered Customization that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C					
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule		A	R	I		C						C	I		I				I	

4.3.7 System Deployment

The Tyler Technical Services team installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

4.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
 - Objective: Gather and document information related to City business processes for current/future state analysis as it relates to Tyler approach/solution.
 - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
 - Acceptance criteria: City acceptance of completed Questionnaire based on thoroughness of capturing all City business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
 - Objective: Define data conversion approach and strategy
 - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
 - Acceptance criteria: Data conversion document(s) delivered to the City, reflecting complete and accurate conversion decisions.
- Customization specification documents, if contracted
 - Objective: Provide comprehensive outline of identified gaps, and how the custom program meets the City's needs
 - Scope: Design solution for Customization
 - Acceptance criteria: City accepts Custom Specification Document(s) and agrees that the proposed solution meets their requirements
- Completed Forms options and/or packages
 - Objective: Provide specifications for each City in Scope form, Report and output requirements
 - Scope: Complete Forms package(s) included in agreement and identify Reporting needs.
 - Acceptance criteria: Identify Forms choices and receive supporting documentation
- Installation checklist
 - Objective: Installation of purchased Tyler software
 - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the City is hosted.
 - Acceptance criteria: Tyler software is successfully installed and available to authorized users, City team members are trained on applicable system administration tasks.

4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed
- Fundamentals review is complete

- Required Form information complete and provided to Tyler
- Current/Future state analysis completed; Questionnaires delivered and reviewed
- Data conversion mapping and extractions completed and provided to Tyler

4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the City's needs identified during the Assess and Define Stage, preparing the City for Final Testing and Training.

4.4.1 Configuration & Power User Training

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the City Power Users to prepare them for the Validation of the software. The City collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Tyler Internal Coordination & Planning																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Perform configuration			A	R								I	R		I						
Power User process and Validation training			A	R								I	C	I	C					I	
Validate configuration			I	C								A	C		R				C		

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the City, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the City reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the City to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Tyler Internal Coordination & Planning																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Write and run data conversion program against Client data		A	I	C	R														C		
Complete initial review of data errors		A	I	C	R							I	I						C		
Review data conversion and submit needed corrections			I	C	I							A	C		R				C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C				C		

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the City tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I				C	I	
Coordinate 3 rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Customization Delivery & Validation, if contracted

Tyler delivers in Scope Customization(s) to the City for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 3	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted custom program(s)		A	I	C	I		R					I	C	I	C			I		C
Test contracted custom program(s) in isolated database			I	C			C					A	C		R			C		
Report discrepancies between specification and delivered contracted custom program(s)			I	I			I					A	R		C			C		
Make corrections to contracted custom program(s) as required		A	I	C	I		R					I	C		C			I		

4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the City tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report Training			A	R								I	C		C			I		
Test Standard Forms & Reports			I	C		C						A	C		R			C		

4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
 - Objective: Convert Legacy System data into Tyler system
 - Scope: Data conversion program complete; deliver converted data for review
 - Acceptance criteria: Initial error log available for review
- Data conversion verification document
 - Objective: Provide instructions to the City to verify converted data for accuracy
 - Scope: Provide self-guided instructions to verify specific data components in Tyler system
 - Acceptance criteria: City accepts data conversion delivery; City completes data issues log
- Installation of Customizations on the City's server(s) *except for hosted Clients
 - Objective: Deliver Customization(s) in Tyler software
 - Scope: Program for Customization is complete and available in Tyler software, Customization testing
 - Acceptance criteria: Delivery of Customization(s) results in objectives described in the City-signed specification.
- Standard Forms & Reports Delivered
 - Objective: Provide Standard Forms & Reports for review
 - Scope: Installation of all Standard Forms & Reports included in the Agreement
 - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4

4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed
- Standard Forms & Reports delivered and available for testing in Stage 4
- Data conversions (except final pass) delivered
- Standard 3rd party Data Exchange training provided
- Customizations delivered and available for testing in Stage 4
- The City and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the City review the final Cutover plan. A critical Project success factor is the City understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1 Cutover Planning

City and Tyler Project Manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the City for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C							I	I	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

4.5.2 User Acceptance Testing (UAT)

The City performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept custom program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day City processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. City users who attended the Tyler sessions may train any City users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
 - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover
 - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing
 - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates
- User Acceptance Test Plan
 - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
 - Scope: Testing steps for Standard business processes.
 - Acceptance criteria: Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed
- Customization(s) tested and accepted, if applicable
- Standard 3rd party Data Exchange programs tested and accepted
- Standard Forms & Reports tested and accepted
- User acceptance testing completed
- End User training completed

4.6 Production Cutover (Stage 5)

City and Tyler resources complete tasks as outlined in the Production Cutover Plan and the City begins processing day-to-day business transactions in the Tyler software. Following production Cutover, the City transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Final Data Conversion, if applicable

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The City may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I				C	
Validate final pass of data			I	C	C						I	A	C		R				C	
Load final conversion pass to Production environment			I		I						I	A	C	I	C				R	

4.6.2 Production Processing & Assistance

Tyler staff collaborates with the City during Production Cutover activities. The City transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

4.6.3 Transition to Tyler Support

Tyler Project Manager(s) introduce the City to the Tyler Support team, who provides the City with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.6.4 Schedule Post-production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler Project Manager(s) collaborate with City Project Manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I								C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
 - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
 - Scope: Final passes of all conversions completed in this Phase
 - Acceptance criteria: Data is available in production environment
- Support transition documents
 - Objective: Define strategy for on-going Tyler support
 - Scope: Define support strategy for day-to-day processing, conference call with City Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support
 - Acceptance criteria: the City receives tools to contact support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered
- Processing is being done in Tyler production
- Transition to Tyler support is completed
- Post-live services have been scheduled, if applicable

4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The City moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1 Close Phase/Project

The City and Tyler Project Manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler Project Manager(s) review the Project budget and status of each contract Deliverable with the City Project Manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
 - Objective: Provide comparison of contract Scope and Project budget
 - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
 - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned
- Phase/final Project budget has been reconciled
- Tyler Deliverables for the Phase/Project are complete

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns Project Manager(s) prior to the start of each Phase of the project. The Project Manager assigns additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the project deliverables to align with satisfying the City's overall organizational strategy
- Authorizes required project resources
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions
- Acts as the counterpart to the City's executive sponsor

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the City steering committee.
- Assigns initial Tyler project personnel
- Works to resolve all decisions and/or issues not resolved at the project Management level as part of the escalation process
- Attends City steering committee meetings as necessary
- Provides support for the project team
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources
- Monitors project progress including progress towards agreed upon goals and objectives

5.1.3 Tyler Project Manager

The Tyler Project Manager(s) provides oversight of the project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all project related items.

- Contract Management
 - Validates contract compliance throughout the project
 - Ensures Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Prepares and presents contract milestone sign-offs for acceptance by City Project Manager(s)
 - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning

- Update and deliver Implementation Management Plan
- Defines project tasks and resource requirements
- Develops initial project schedule and full scale Project Plan
- Collaborates with City Project Manager(s) to plan and schedule project timelines to achieve on-time implementation
- Implementation Management
 - Tightly manages Scope and budget of project; establishes process and approval matrix with the City to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
 - Establishes and manages a schedule and resource plan that properly supports the project Plan as a whole that is also in balance with Scope/budget
 - Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the City any items that may negatively impact the outcomes of the project
 - Collaborates with the City's Project Manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project
 - Sets a routine communication plan that will aide all project team members, of both the City and Tyler, in understanding the goals, objectives, current status and health of the project
- Team Management
 - Acts as liaison between project team and Tyler manager(s)
 - Identifies and coordinates all Tyler resources across all modules, Phases, and activities including development, conversions, forms, installation, reports, implementation, and billing
 - Provides direction and support to project team
 - Builds partnerships among the various stakeholders, negotiating authority to move the project forward
 - Manages the appropriate assignment and timely completion of tasks as defined in the project Plan, task list, and Production Cutover checklist
 - Assesses team performance and adjusts as necessary
 - Interfaces closely with Tyler developers to coordinate program Modification activities
 - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler Project Manager(s)
- Performs problem solving and troubleshooting
- Follows up on issues identified during sessions
- Documents activities for on site services performed by Tyler
- Provides conversion Validation and error resolution assistance
- Recommends guidance for testing Forms and Reports
- Tests software functionality with the City following configuration
- Assists during Production Cutover process and provides production support until the City transitions to Tyler Support
- Provides product related education

- Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time
- Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final project plan
- Keeps Tyler Project Manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the project prior to taking action

5.1.5 Tyler Sales

- Provide Sales background information to Implementation during Project Initiation
- Support Sales transition to Implementation
- Provide historical information, as needed, throughout implementation

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system
- Provides issue analysis and general product guidance
- Tracks issues and tickets to timely and effective resolution
- Identifies options for resolving reported issues
- Reports and escalates defects to Tyler Development
- Communicates with the City on the status and resolution of reported issues

5.2 City Roles and Responsibilities

City resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

5.2.1 City Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy
- Champions the project at the executive level to secure buy-in
- Authorizes required project resources
- Resolves all decisions and/or issues not resolved at the City steering committee level as part of the escalation process
- Actively participates in organizational change communications

5.2.2 City Steering Committee

- Works to resolve all decisions and/or issues not resolved at the Project Manager level as part of the escalation process
- Attends all scheduled steering committee meetings
- Provides support for the project team

- Assists with communicating key project messages throughout the organization
- Prioritizes the project within the organization
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources
- Monitors project progress including progress towards agreed upon goals and objectives
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - project Goals
 - City Policies

5.2.3 City Project Manager

The City shall assign Project Manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler Project Manager(s) in a timely and efficient manner. When the City Project Manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from City to participate in discussions and make decisions in a timely fashion to avoid project delays.

- Contract Management
 - Validates contract compliance throughout the project
 - Ensures invoicing and Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Signs off on contract milestone acknowledgment documents
 - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
 - Review and acknowledge Implementation Management Plan
 - Defines project tasks and resource requirements for City project team
 - Collaborates in the development and approval of the initial Project Plan and Project Plan
 - Collaborates with Tyler Project Manager(s) to plan and schedule project timelines to achieve on-time implementation
- Implementation Management
 - Tightly manages project budget and Scope and collaborates with Tyler Project Manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
 - Collaborates with Tyler Project Manager to establish and manage a schedule and resource plan that properly supports the project Plan, as a whole, that is also in balance with Scope/budget
 - Collaborates with Tyler Project Manager(s) to establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these

- items or communicates with transparency to Tyler any items that may impact the outcomes of the project
 - Collaborates with Tyler Project Manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project
 - Routinely communicates with both City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members
- Team Management
 - Acts as liaison between project team and stakeholders
 - Identifies and coordinates all City resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices
 - Provides direction and support to project team
 - Builds partnerships among the various stakeholders, negotiating authority to move the project forward
 - Manages the appropriate assignment and timely completion of tasks as defined in the project plan, task list, and production cutover checklist
 - Assesses team performance and takes corrective action, if needed
 - Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler technical support teams to ensure timely response and appropriate resolution
 - Coordinates in Scope 3rd party providers to align activities with ongoing project tasks

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions
- Communicates existing business processes and procedures to Tyler consultants
- Assists in identifying business process changes that may require escalation
- Attends and contributes business process expertise for current/future state analysis sessions
- Identifies and includes additional subject matter experts to participate in current/future state analysis sessions
- Provides business process change support during Power User and End User training
- Completes performance tracking review with client project team on End User competency on trained topics
- Provides Power and End Users with dedicated time to complete required homework tasks
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to City Project Manager
- Prepares and Validates Forms
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Presentation
 - Implementation Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues

- Communication with Tyler project team
- Coordination of City resources
- Attendance at scheduled sessions
- Change Management activities
- Customization specification, demonstrations, testing and approval assistance
- Conversion Analysis and Verification Assistance
- Decentralized End User Training
- Process Testing
- User Acceptance Testing

5.2.5 City Power Users

- Participate in project activities as required by the project team and Project Manager(s)
- Provide subject matter expertise on City business processes and requirements
- Act as subject matter experts and attend current/future state and validation sessions as needed
- Attend all scheduled training sessions
- Participate in all required post-training processes as needed throughout project
- Participate in conversion Validation
- Test all Application configuration to ensure it satisfies business process requirements
- Become Application experts
- Participate in User Acceptance Testing
- Adopt and support changed procedures
- Complete all Deliverables by the due dates defined in the Project Plan
- Demonstrate competency with Tyler products processing prior to Production Cutover
- Provide knowledge transfer to City staff during and after implementation

5.2.6 City End Users

- Attend all scheduled training sessions
- Become proficient in Application functions related to job duties
- Adopt and utilize changed procedures
- Complete all Deliverables by the due dates defined in the Project Plan
- Utilize software to perform job functions at and beyond Production Cutover

5.2.7 City Technical Support

- Coordinates updates and releases with Tyler as needed
- Coordinates the copying of source databases to training/testing databases as needed for training days
- Extracts and transmits conversion data and control reports from City's Legacy System per the conversion schedule set forth in the Project Plan
- Coordinates and adds new users and printers and other Peripherals as needed
- Validates all users understand log-on process and have necessary permission for all training sessions
- Coordinates Interface development for City 3rd party Data Exchanges.
- Develops or assists in creating Reports as needed
- Ensures onsite system hardware meets specifications provided by Tyler

- Assists with software deployment as needed

5.2.8 City Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps
- Becomes familiar with Tyler's releases and updates
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's Software Upgrade process
- Assists with the Software Upgrade process during implementation
- Manages Software Upgrade activities post-implementation
- Manages Software Upgrade plan activities
- Coordinates Software Upgrade plan activities with City and Tyler resources
- Communicates changes affecting users and department stakeholders
- Obtains department stakeholder sign-offs to upgrade production environment

5.2.9 City project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets
- Validates completion of required assignments using toolsets

5.2.10 City Change Management Lead

- Validates users receive timely and thorough communication regarding process changes
- Provides coaching to Supervisors to prepare them to support users through the project changes
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively
- Identifies areas of resistance and develops a plan to reinforce the change
- Monitors post-production performance and new process adherence

6 Glossary

Word or Term	Definition
Accountable	The person who is ultimately accountable for decisions being made on a task.
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Build Blueprint	A document recording future state decisions intended to allow Tyler to satisfy business needs/requirements during the Build & Validate Stage through configuration and setups to develop the final solution. A means for the City to Validate what was agreed to be in Scope has been Delivered.
Business Requirements Document	A specification document used to describe City requirements not available through Tyler software functionality, which will lead to a Modification with City acceptance.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consulted	Anyone who must be consulted with prior to a decision being made and/or the task being completed
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met, or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.

Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Informed	Anyone who will be updated when decisions are made or a task is completed.
Install	References the initial Installation of software files on client servers and preparing the software for use during configuration. The version currently available for general release will always be used during the initial Install.
Interface	A real-time or automated exchange of data between two systems.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler Project Manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Production Cutover	The City is using the Tyler software to conduct daily operations.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master roadmap for the Project. The Project Plan will be the detailed task list of the essential activities to be performed to complete the Project. Each activity will have owner(s), participant(s) if applicable, start date, and due dates. The Project Plan is a living document and will be updated quarterly with the detailed tasks for the next future quarter; only high level tasks with rough timeframes will be plotted out beyond this.

Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client Project Manager to discuss Scope, information needed for project scheduling and resources.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Responsible	The person who will be completing the task.
Scope	Products and services that are included in the Agreement.
Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining project -specific activities and Deliverables Tyler will provide to the client.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

7 Data Conversion Process for EnerGov Enterprise Server

7.1 Overview:

This document is an introduction to the SQL Server EG_Template database and how to populate it. The Full Conversion is the same process, as the Templated. However, with the Full Conversion option, Tyler is responsible for the data import instead of the client.

7.2 Modularized Design:

As with the EnerGov software, the EG_Template db is sectioned into modules. Each contains one master table at the top of the chain (ex. 'permit' for the Permit module). Within each module, various child tables branch below the master table for the associated module (ex. 'permit_address', 'permit_note', etc.).

Some tables cross multiple modules. The most notable of these involve inspections and payment transactions.

The EG_Template database includes database diagrams, which indicate the tables and their relationships to each module.

7.3 Required Fields:

In the EnerGov software, some fields are "Required Fields," and the associated columns must be populated for records to be written to the EnerGov db. On occasion, these required fields will not be available in the legacy source data, so a simple default value can be written to the EG_Template db to fulfill any NOT NULL constraint.

Dropdown picklist columns restrict the user from entering certain values in the EnerGov db. Conversely, drop-down fields do not have a restriction on values written to the EG_Template db. Therefore, exact spelling or careful matching to the EnerGov configured values is not a requirement for fields intended for EnerGov drop-down fields. Tyler maps the values through a separate table to translate the values to the appropriate EnerGov value during conversion and collaborates with the client to validate the resulting mappings during the development phase of the conversion.

7.4 Custom Fields (any fields not available in the master table for the module in question):

Most legacy systems have some attribute fields that are not specified in the corresponding master table within EG_Template. Tyler refers to these as custom fields. Within each module exists a child table for such custom fields. Since these fields are specific to the legacy system(s), the client may add columns to these tables in EG_Template to accommodate any needed custom fields in the migration. For example, 'permit_additional_fields' is the table for extra fields relating to the 'permit' records.

7.5 Gap Handling (where legacy data doesn't fit anywhere within EG_Template):

On occasion, legacy systems contain special features for which EnerGov does not account in the EG_Template db. As a result, the need may arise to develop a custom solution to address special cases.

7.6 Contacts:

Contacts generally fall into two categories:

1. Those managed with each person/company having one contact record, kept up to date over time. With this model, there is generally no duplication of contact records (except when created by mistake).
2. Contacts where the user enters the contact attribute info on each permit, case, license, etc. With this model, there is no single master record representing the contact itself and there is likely considerable duplication of contacts.

EnerGov stores contacts as in category 1 above. Tyler migrates contacts put into EG_Template without a master 'contact' record link (category 2 above) into custom field memo boxes to avoid duplication of contacts within the EnerGov contact repository. For example, when populating the permit contacts, for contacts in category 1, input the record into the 'permit_contact' table. Input contacts for category 2 into the 'permit_contact_no_key' table.

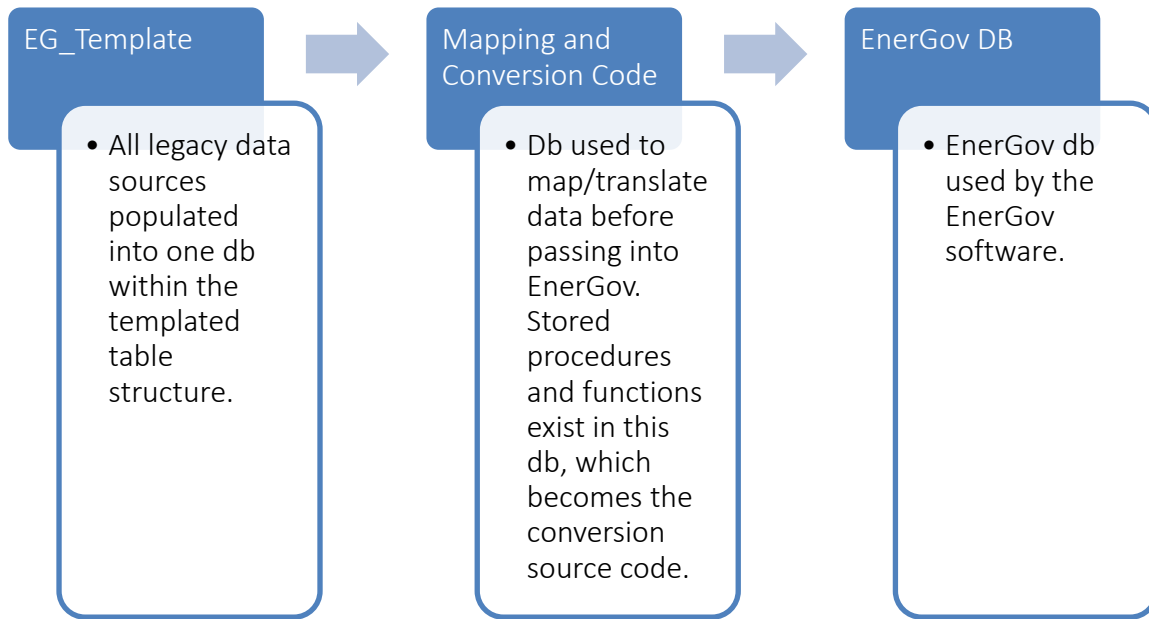
7.7 Multiple Legacy Data Sources:

When presenting multiple data sources, ensure population of EG_Template for all data sources. At the main table level, an optional column exists for the legacy data source. Tyler provides this column to easily count or research records originating from a particular legacy data source.

7.8 Overall Architecture of Conversion:

There are 3 SQL Server databases involved in the conversion process.

1. EG_Template (for legacy data)
2. EnerGov (the production EnerGov db)
3. A database containing all conversion processes and mapping tables; maintained by Tyler's data conversion team. This db translates the data from EG_Template into the EnerGov db.



7.9 Progression of Conversion Development Process:

Step	Step Name	Responsible Party	Notes
1	Provide empty EG_Template database to client	Tyler	Database format will be SQL Server
2	Load legacy data into template database	Client	If there are multiple legacy data sources, all should be loaded into the one template SQL database.
3	Mapping process	Tyler /Client	Dependent on completed EnerGov configuration Spreadsheets will be used to communicate mapping values. Mapping questions may arise and both parties may need to discuss these until answers are agreed upon.
4	Import-specific configuration changes to EnerGov	Tyler	Certain fields or values may need to exist for imported records only. These usually require some minor EnerGov configuration changes.
5	Customize conversion scripts	Tyler	Minor customization can be expected for many conversions, based on special requests from client. Any special requests would also be added into the conversion scripts at this time.
6	Conversion execution	Tyler	Resulting EnerGov database will be provided to client team for review.
7	Review and either sign-off or request changes	Client	Client team will review the data and the interaction with it in the EnerGov software. If it meets the client's needs, sign-off will occur. If not, certain steps above may need to be repeated until client signs off on the conversion.

7.10 Progression of Final Conversion Cutover Process (Go-Live):

Step	Step Name	Responsible Party	Notes
1	Load legacy data into template database	Client	This should just be an up-to-date extract of the legacy data into the template db.
2	Conversion execution	Tyler	Resulting EnerGov database will be provided to client team. This will be the production EnerGov db.
3	Go Live	Tyler /Client	Verification of EnerGov db and site functionality - Data Conversion sign-off Move to production phase

7.11 Data Import Areas:

7.12 Business and Professional Licensing

- Business entity (Only for Business Licensing)
- License master basic information
- License Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note Parcel and Addresses
- Reviews and Approvals – Converted to Activity
- Fees
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Holds
- Initialized Workflows
- Attachments
- Contractors
- Business Types & NAICS codes
- Payment and Fee History

7.13 Code Case Management

- Code Case master basic information
- Code Case Contacts and Properties
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity Active Fees
- Activities and Actions

- Notes
- Holds
- Initialized Workflows
- Attachments
- Violations
 - Fees
 - Payments
 - Notes
- Meetings and Hearings
- Zones
- Requests
- Payment and Fee history

7.14 Permitting

- Permit master basic information
- Permit Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Sub-Permit Associations – Visible in workflow and attached records section
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Zones
- Holds
- Renewals
- Initialized Workflows
- Attachments
- Contractors
- Projects
- Payment and Fee History

7.15 Plan Management

- Plan master basic information
- Plan Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses

- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Zones
- Holds
- Initialized Workflows
- Attachments
- Projects
- Payment and Fee history

8 Tyler Resources Purchased

The total professional services hours set forth in the Investment Summary have been allocated to the project as follows:

8.1 Billable Hour and Expenses in Scope

- Project Management Services = 259 PMS resource hours
- Professional Implementation Services = 622 PIS resource hours
- Fundamentals & System Administration Training = 40 SA/FT resource hours
- Training and Production Support = 200 EUT&PS resource hours
- Report Development Services = EnerGov Dynamic Reports Modifications (10 pack)
- Data Conversion Services = 0 DCS resource hours (NWS Data to be converted at no charge)
 - Including up to 4 NoDT data transfers (passes) from the DCT-DB to EnerGov
- Integration Services = 0 IH resource hours (NWS ERP-Tyler Cashiering)

8.2 Business Scope (Transactions and Automation)

- 3 UBTiS unique Business Transaction Types
- 36 BMPTT Best Management Practice Transaction Types (BMP Template)
- 5 GRwS unique GeoRules
- 10 UAE unique Automation Events (Intelligent Object –IO & Intelligent Automation Agent – IAA)

8.3 “Business transaction” is defined by:

- Unique workflow or business process steps & actions (including output actions)
- Unique Automation logic (IO logic etc)
- Unique Fee assessment/configuration definition
- Unique Custom fields/forms definition

Uniqueness of any of these mentioned parameters regulates the need for a unique business case

8.4 “BMP Template transaction” is defined by:

- A pre-defined and pre-configured EnerGov best management business process.

8.5 “Geo-Rule” is defined by:

- An automation event that is triggered by a condition configured around the source Esri geodatabase. Current geo-rule events are:

• Alert	• Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e. noise abatement zones; flood zones; etc.).
• Block	• Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees

can be paid, the workflow cannot be managed, etc.)

- **Block with Override** • Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.
- **Fee Date** • Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
- **Filed Mapping** • A custom field or any field inherent in the EnerGov application can automatically populate with information based on spatial data.
- **Required Action** • A workflow action can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
- **Required Step** • A workflow step can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
- **Zone Mapping** • The zone(s) automatically populate on the “Zones” tab of the record (i.e. plan, permit, code case, etc.).

8.6 “Intelligent Object (IO)” is defined by:

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts and other notifications.

8.7 “Intelligent Automation Agent (IAA)” is defined by:

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the EnerGov system looking for IAA conditions that have been met, and the associated actions are then performed. The IAA does not generate alerts or errors.

8.8 “EnerGov SDK API (Toolkits)” are defined by:

- API’s developed by Tyler Technologies for the purpose of extending the EnerGov Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

Note: The EnerGov toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit does not imply any development related

services from Tyler Technologies. The client is responsible for working with their IT staff and VAR's to develop any necessary applications and integrations except as otherwise noted in the Investment Summary for any "in-scope" integrations.

8.9 Estimated Timeline

Timelines will be updated during the project planning process and adjusted, as necessary, over the course of the project. The estimated timeline is currently projected to be between 9-12 months assuming a continuous single project phase rollout.

8.10 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-Stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler's public sector clients, the implementation methodology contains Control Points throughout each Phase to ensure adherence to Scope, budget, and schedule controls, as well as effective communications and quality standards. Clearly defined, the implementation methodology repeats consistently across Phases, and is scaled to meet the City's complexity and organizational needs.

For the City's Project, Tyler is suggesting an iterative approach to the implementation rather than a traditional waterfall approach. Under this approach, Tyler will work with the City to finalize a comprehensive list of all business transactions to be implemented. The parties will then organize those business transactions into smaller groupings. The groupings will be logically organized around impacted City department(s), business units, and applications and documented in a Configuration Plan. Tyler will then follow a repeating cycle for each grouping of transactions. In each such cycle, Tyler will define the process, configure the application, train the City on the configured processes for testing, and resolve any issues the City identifies through testing.

9 Stage Acceptance Form

Control Point [X]: [Stage Name] Stage Acceptance

Date: _____

Client: _____

Client Project Manager: _____

Tyler Project Manager: _____

Project Phase: _____

This memo indicates that the following activities have been satisfactorily completed and that the client authorizes Tyler to proceed to stage [X], [Stage Name], as scheduled for this phase of the project.

- [Completed deliverables itemized here]

Please return this sign off to your Project Manager. If we do not receive it within 5 business days, we will consider the sign off complete.

Client Project Manager: _____ Date: _____

10 City of Sample - Change Order [X]

Tyler Technologies

Client:

Requested By:	_____	Date:	_____
Client Project Manager:	_____	Tyler Project Manager:	_____
Expiration Date:	_____	Change Req. Number:	_____

PROPOSED CHANGE

Change Description

IMPACT OF CHANGE

Schedule				
Task	Original Start Date	Original Finish Date	Proposed Start Date	Proposed Finish Date

Resources

Cost				
Task	Estimated Hours	Rate / hr	Total	Task Category
Total			\$0	

ACCEPTANCE

NOTE: No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies Project Manager.

Date	Title	Approved By	Signature



Item: Construction Contract & Award: Electric City Water Park Bath House Restoration and Remodel, Office File 1740.1.

From: Engineering Division and Park and Recreation Department

Initiated By: Park and Recreation Department

Presented By: Steve Herrig, Park and Recreation 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 \$617,400.00 to Wadsworth Builders Company, Inc. for the Electric City Water Park Bath House Restoration and Remodel, 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:

Staff recommends awarding a contract in the amount of \$617,400.00 to Wadsworth Builders Company, Inc. for the Electric City Water Park Bath House Restoration and Remodel.

Summary:

The Electric City Water Park Bathhouse was built in 1936. The bathhouse is an aging structure in serious need of repair on the interior and exterior. Improvements will include replacing finishes, fixtures, old inefficient lighting, and updating the building with Americans with Disabilities (ADA) accessibility and family friendly amenities. On the exterior, windows, stucco, and other masonry and lighting elements will be renovated to maintain a weather proof and historically pleasing building envelope.

Background:

Significant Impacts

Improvements will ensure that the facility can remain open for many years to come, providing recreational, social, and fitness opportunities to the surrounding LMI neighborhoods as well as the community as a whole. More importantly, the entrance, reception area, locker rooms, rest rooms, and

showers do not meet ADA requirements making use of the facility challenging. The proposed project will enable this group to take advantage of the opportunities that are available to the general community.

This project will ensure that we can continue to provide a great community amenity that provides safe entertainment all summer long. The Water Park is also a tourist attraction which has a positive economic impact on the community. It is anticipated that an improved facility will also increase the annual attendance numbers.

Citizen Participation

The Park and Recreation Master Plan was adopted by the City Commission on November 15, 2016. The Master Plan included an intensive public process to assess the needs and wants of the community including Town Meetings, Focus Groups, a statistically accurate survey, and a community wide survey conducted through the City's web site.

The public process identified the Electric City Water Park as highly valued and ranked it as the third most important facility, right behind walking and biking trails and small neighborhood parks.

Workload Impacts

Design phase services were completed by Nelson Architects under the direction of the Park and Recreation Department. The City Engineering Division will be managing invoice processing and general contract management with the consultant and the contractor.

Purpose

The 2016 Park and Recreation Master Plan identified \$12,600,000.00 dollars in deferred maintenance that should be addressed within 1 to 5 years. The Electric City Water Park Bath House was included in that list. The purpose of the project is to renovate the Electric City Water Park Bath House to prolong the life of the public structure and include enhanced ADA accessibility, energy efficiency, and public enjoyment.

Project Work Scope

The project will renovate the Electric City Water Park Bath House. Improvements will include: 1) improved ADA accessibility from the parking area into the facility, 2) restoration of the failing historic stucco façade and repointing of existing masonry, 3) restoration of the existing historic window frames and glazing, 4) minor roof work and removal of existing roof top fans, 5) addition of an accessible check-in counter for customers and staff, 6) renovation of both locker rooms to improve locker and changing functions and to include family changing rooms and hand washing facilities, 7) renovation of toilet and shower areas to meet ADA accessibility with fixture counts, types and space, 8) addition of new wall and ceiling finishes in both locker rooms, and preparation and repainting of existing wall and ceiling paint not covered with new fiberglass reinforced panels, and 9) addition of a family restroom.

Evaluation and Selection Process

Two (2) bids were received on February 6, 2019 with the base bid prices ranging from \$605,000 to \$731,820. Bid prices including base bid and all nine alternates ranged from \$761,800 to \$944,837. Wadsworth Builders Company, Inc. submitted the lowest responsible bid.

Conclusion

City staff recommends awarding the contract to Wadsworth Builders Company, Inc. in the amount of \$617,400 which includes the base bid and alternates 1, 5 and 6.

Fiscal Impact:

The attached bid tabulation summarizes bids that were received. Great Falls Park District 1 funds and Community Development Block Grant (CDBG) funds are programmed to fund the project.

Alternatives: The alternative would be to not award the contract. The City would then be faced with the continued deterioration of the bath house and would lose the CDBG funding committed to the project.

Concurrences:

An agreement for 2018/2019 Community Development Block Grant funding in the amount of \$282,233.50 is included on the contracts list (agenda item 8d) for Commission Approval this evening for partial funding on this project.

Project planning and funding has been a collaboration with Planning and Community Development staff, Park and Recreation staff, and City Engineering. All concur that the project is important and should be supported. In addition, the City's consultant, Nelson Architects, concurs with staff and recommends award of the contract.

Attachments/Exhibits:

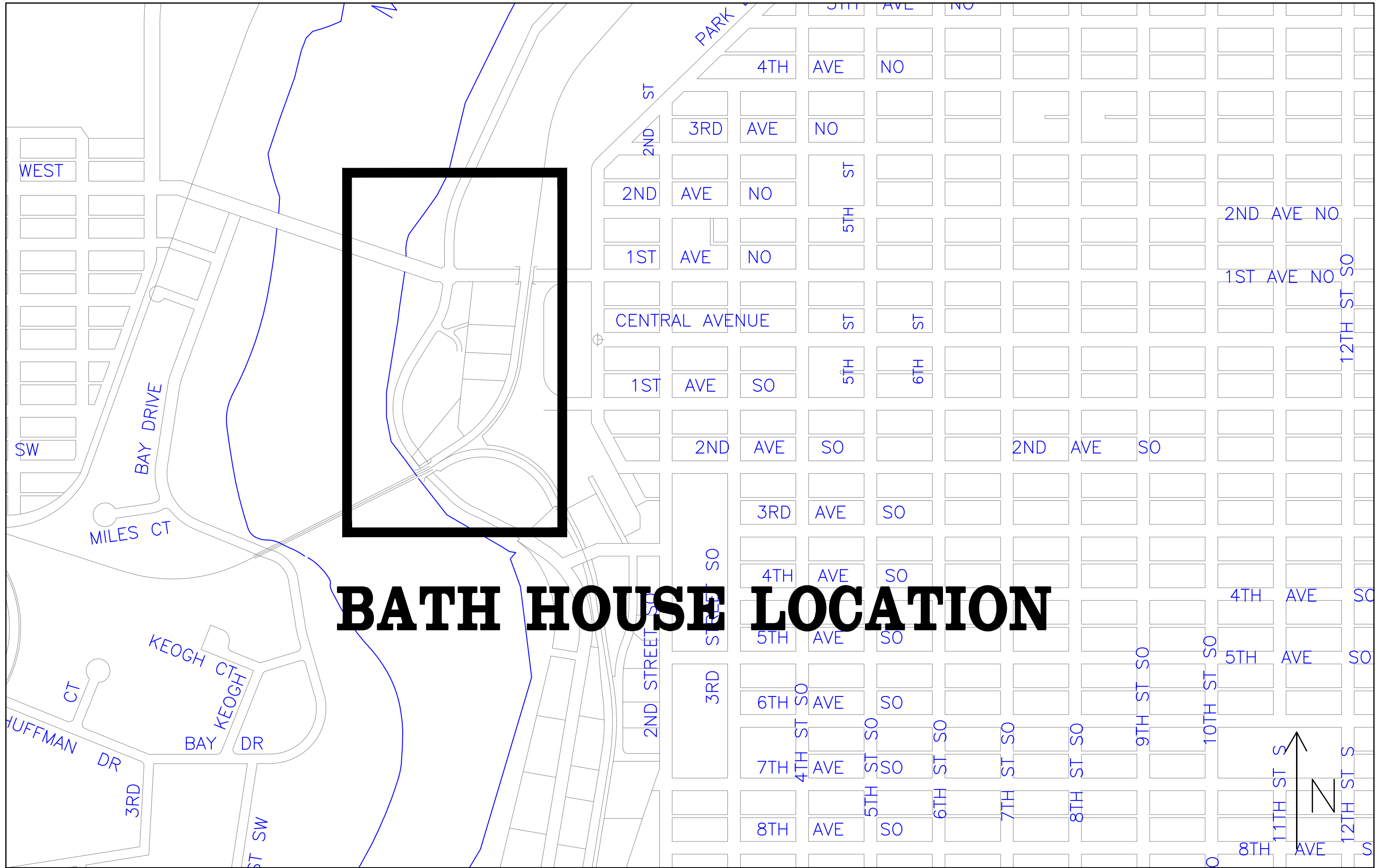
1. Bid Tabulation
2. Bath House Location Map

Project: **Electric City Water Park - Bath House Restoration and Remodel**
 Bid Date: February 6, 2019
 Addenda: Addendum #1

BID ANALYSIS

Contractor	Acknowl. Addenda 1	Bid Security Provided	Cert. of Non-Segregated	Cert. of Compliance Insur. Req.	Proof of SAM Regist.	Accepted	Accepted	Accepted					Accepted	Total ABI Amount	Total Bid Amount incl. ABI's	Total Accepted Bid Amount w/ ABI's			
						Base Bid Amount	ABI #1 Add Light Fixtures	ABI #2 Add Exter. Shower	ABI #3 Add Guard Rail Work	ABI #4 Refurbish Lights	ABI #5 Parapet Work	ABI #6 Changing Stalls	ABI #7 Add Floor Tile				ABI #8 Demo Mech Equip	ABI #9 Extend Roof Memb.	
Geranios Enterprises	Yes	Yes	Yes	Yes	Yes	\$ 731,820.00	\$ 3,721.00	\$ 4,051.00	\$ 5,525.00	\$ 12,348.00	\$ 8,700.00	\$ 7,397.00	\$ 127,270.00	\$ 14,235.00	\$ 29,770.00	\$ 213,017.00	\$ 944,837.00	\$ 751,638.00	
Wadsworth Builders	Yes	Yes	Yes	Yes	Yes	\$ 605,000.00	\$ 2,700.00	\$ 3,500.00	\$ 5,300.00	\$ 11,000.00	\$ 2,800.00	\$ 6,900.00	\$ 65,600.00	\$ 22,600.00	\$ 36,400.00	\$ 156,800.00	\$ 761,800.00	\$ 617,400.00	
Design Estimate						\$ 592,294.00										\$ 80,086.00	\$ 672,380.00		

The above is a summary of the submitted bid proposals for your convenience. Nelson Architects recommends that you carefully review each proposal before making any final decisions. Final selection is the responsibility of the Owner.



BATH HOUSE LOCATION

CITY OF GREAT FALLS PUBLIC WORKS DEPARTMENT OF 1740.1 BATH HOUSE RESTORATION & REMODEL	DESIGN BY : MLS	CHECKED BY : --	SCALE AS SHOWN	REVISED :
	DRAWN BY : MLS	APPROVED BY : --	DATE : 2/7/19	AS-BUILT :



Item: Construction Contract Award: Parking Garage Lighting Retrofit.
From: Planning and Community Development Department
Initiated By: Craig Raymond, Director, Planning and Community Development
Presented By: Craig Raymond, Director, Planning and Community Development
Action Requested: Approve the construction contract and authorize the City Manager to execute said contract.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) a contract for the LED lighting and controls retrofit project at the North and South Parking Garages to McKinstry Essention LLC in the amount of \$264,891 and authorize the City Manager to execute said contract.”

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

Staff Recommendation: Staff recommends that the City Commission award the contract for the lighting project to McKinstry Essention, LLC.

Summary: The LED lighting retrofit project was just one of several energy saving projects that were identified during the Energy Performance Audit that McKinstry performed at the request of the City. The contract under consideration tonight for \$264,891 will replace old, outdated, and inefficient lighting in both parking garages owned by the City.

Background:

In August of 2017, the City entered into a contract with McKinstry to perform an energy audit of numerous city facilities including the Civic Center, Library, Downtown Parking Garages, Police Station, and Fire Stations. The audit resulted in a large and comprehensive list of energy savings projects as well as required improvements due to years of deferred maintenance, safety, and code compliance issues. After the initial audit was completed, staff worked with McKinstry to focus and prioritize a list of improvements. McKinstry subsequently solicited competitive bids from area sub-contractors based on the prioritized list of projects.

This particular project has been identified as a high priority project in part due to several years of deferred maintenance in the parking garages, poor lighting quality, lack of lighting control, and high utility costs with old inefficient lighting technology.

The new LED lighting system brings a significant energy savings in part because of the efficiency characteristics of the technology itself but also because the system will be controlled by motion and occupancy sensors. Lighting levels will increase when vehicles and pedestrians enter a space and dim when no activity is present. Additionally, LED lighting systems are more reliable and long-lasting compared to the existing technology. Decreasing the frequency of replacing bulbs, lamps, and ballasts.

The initial competitive bids have expired due to the amount of time that has lapsed since they were originally submitted. As such, new bids were obtained and the correct amounts are reflected in this contract.

Fiscal Impact: Based on energy rates and amount of electricity used over the last several years, it is anticipated that energy costs will decrease approximately \$17,000 annually. Operational savings will also be realized by decreasing time spent in replacing bulbs and ballast systems.

The lighting retrofit project is being funded by Downtown Parking Program reserve funds. It is also anticipated that costs for improvements to the downtown parking facilities may also be offset by Commission approval of a Downtown Urban Renewal Area TIF fund request.

Alternatives: The City Commission may reject the proposed contract and further delay needed system improvements and energy savings.

Attachments/Exhibits:

- Construction Agreement

CONSTRUCTION AGREEMENT

This **Construction Agreement** is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403 ("**City**"), and McKinstry Essention, LLC., a Washington State Limited Liability located at 505 3rd Ave South Seattle, WA. 98134, ("**Contractor**").

Recitals

A. The City issued a Request For Bid for the construction project known as Energy Performance Contracting ("Construction Project") pursuant to the requirements of all applicable statutes, rules, regulations, and ordinances.

B. The City analyzed all responses to the Request For Bid received pursuant to its standard practices and the requirements of all applicable statutes, rules, regulations, and ordinances.

C. At its regular meeting held on February 19, 2019, the City Commission awarded the bid to Contractor, pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the covenants, agreements, representations, and warranties contained herein, the parties agree as follows:

Agreement

1. Work to be Performed:

a. The work to be performed under this agreement is to be delivered as a Design-Build project. Contractor under this Construction Agreement shall be responsible for the Design and Construction duties required to implement the project as described in Exhibit A. A description of the Construction Project and Contractor's duties is set forth in Exhibit A, which are attached hereto and incorporated herein by this reference, and the drawings, plans, and specifications provided by the City and its architects and engineers.

b. Prior to the commencement of any work on the Construction Project, Contractor's representatives and City's representatives shall hold a meeting to establish a working understanding among the parties as to the scope of the Construction Project and duties of the Contractor. At this meeting, Contractor and City shall resolve any outstanding issues related to the plans, designs, drawings, and specifications. If the parties are unable to resolve these issues and the City fails, refuses, or is unable to approve the same, no work shall commence on the Construction Project until such issues are resolved and the City approves the related plans, designs, drawings, and specifications.

c. Except as provided elsewhere in this Agreement, Contractor shall furnish all the labor, materials, equipment, tools, and services necessary to perform and complete the Construction Project.

d. During work on the Construction Project, and as part of the final completion of the Construction Project, Contractor shall clean up the Project site, including the removal and satisfactory disposal of all waste, garbage, excess materials, equipment, temporary buildings, the removal or grading of all embankments made for construction purposes, the filling in of all excavations, and the performance of any other work necessary to restore the site to at least as good order and condition as at the commencement of the Construction Project.

2. Time of Performance:

a. Contractor shall begin the Construction Project after receiving a Notice to Proceed from City and shall complete the Construction Project within One Hundred Eighty (180) days of the starting date stated in the Notice to Proceed. The various phases of the Construction Project shall be completed pursuant to the Construction Schedule attached hereto as **Exhibit B** and incorporated herein by this reference. Time is of the essence of completion of all work and each phase of the Construction Project.

b. The Construction Schedule is subject to the City's approval. Contractor's construction plan, methods of operation, materials used, and individuals and subcontractors employed (collectively "Contractor's Resources") are subject to the City's approval at all times during the term of this Agreement, and must be such as to ensure the completion of the work in compliance with the deadlines set in the Construction Schedule during the term of this Agreement. In the event the City determines the Contractor's Resources are inadequate to meet the approved Construction Schedule, the City may order the Contractor to accelerate its performance to give reasonable assurances of timely completion and quality results. Acceleration under this section shall not be deemed a Change Order as defined in Section 5b below and the Contractor shall receive no equitable adjustment for such acceleration. Nothing in this section shall be interpreted to relieve the Contractor of its duties and responsibilities to plan for and complete the work in a timely manner according to the Construction Schedule.

3. Compensation:

a. City shall pay to Contractor, and Contractor shall accept as full payment for the performance of this Agreement and the Construction Project, the amount of Two Hundred Sixty Four Thousand Eight Hundred Ninety One dollars (\$264,891), as paid in accordance with **Exhibit C**, Compensation Schedule, attached hereto.

b. If work not included within the original Scope of Work documents is requested by City, such additional work and the related compensation shall be agreed to in

writing by both parties prior to commencement of the additional work ("Change Order") pursuant to the Change of Work Specifications set forth on **Exhibit D** attached hereto.

c. Monthly progress payments and final payment will be made only in accordance with the terms of the Compensation Schedule. All invoices must be submitted to the City's Representative.

d. City shall retain five percent (5%) of the total amount of compensation to be paid to the Contractor to ensure compliance with the terms and conditions of this Agreement and the timely completion of the Construction Project and any and all "punch list" items ("Retainage Amount"). The Retainage Amount shall be paid to Contractor thirty (30) days after the City's final acceptance of the portion of work for which a separate price is stated in the specifications for the Construction Project.

e. Upon acceptance of final payment and for other good and valuable consideration, Contractor shall release and forever discharge City, its officers, agents, and employees of and from any and all claims, demands, actions, causes of action, obligations, and liabilities of every kind and character whatsoever, in law and in equity, whether now known or in the future discovered, arising from or related to this Agreement or the Construction Project that Contractor may have or assert against City, its officers, agents, and employees.

6. Inspection and Testing:

a. City has the right to inspect and test any and all work performed by Contractor on the Construction Project. Contractor shall allow City and its agents access to the Construction Project at all times and shall provide every reasonable facility for the purpose of such inspection and testing, including temporarily discontinuing portions of the work or uncovering or taking down portions of the finished work. Any inspection and testing performed by the City and its agents is for the sole benefit of the City and shall not relieve the Contractor of its duty, responsibility, and obligation to ensure that the work strictly complies with the Agreement terms and conditions and all applicable laws and building and safety codes. City's inspection and testing shall not be deemed or considered acceptance by the City of any portion of the Construction Project. City's inspection and testing shall not serve to nullify, amend, or waive any warranties provided by the Contractor under this Agreement.

b. Contractor shall, without charge, replace any material or correct any work found by the City or its agents to be defective or otherwise not in compliance with the terms and conditions of this Agreement. In the event Contractor fails to replace or correct any defective work or materials after reasonable written notice by the City to do so, the City may take such corrective action, either with its own materials and employees or by retaining any third party to do so, and deduct the cost and expense of such corrective action from the Contractor's compensation.

7. **Partial Utilization of Construction Project:** City shall have the right to use or occupy any portion of the Construction Project that City and Contractor mutually agree is substantially completed and constitutes a separately functioning and usable part of the Construction Project for its intended purpose without significant interference with Contractor's performance of the remaining portions of the Construction Project. In the event City takes possession of any portion of the Construction Project, such possession shall not be deemed an acceptance of the Construction Project, in whole or in part. Contractor shall still be required to conduct any final testing of the portions in the possession of the City. City's use of any portion of the Construction Project shall not be grounds for extensions of any construction deadlines or a change in the Contractor's compensation. Contractor's warranties shall run from the completion of the total Construction Project and not from the date the City may take possession of selected portions of the Construction Project.

8. **Related Work at the Site:** Nothing in this Agreement shall prevent or preclude City, through its own employees or by contract with any third party, from performing other work related to the Construction Project at the construction site; provided such related work is not otherwise addressed in this Agreement and provided such related work does not otherwise interfere with Contractor's performance of this Agreement or the completion of the Construction Project. Contractor shall afford any City employee, agent or representative, or any third party under contract with the City to perform the related work, proper and safe access to the construction site, a reasonable opportunity for the introduction and storage of materials and equipment, the opportunity to perform the related work, and shall properly coordinate the Contractor's work on the Construction Project with the related work.

9. **Contractor's Warranties:** Contractor represents and warrants as follows:

a. Unless otherwise specified by the terms of this Agreement, all materials and equipment installed by Contractor on the Construction Project must be new and, where not otherwise specified, of the most suitable grade for their intended uses.

b. All workmanship and materials shall be of a kind and nature acceptable to the City.

c. All equipment, materials, and labor provided to, on, or for the Construction Project must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work on the Construction Project and ending two (2) years from the final completion and acceptance by the City of the Construction Project, regardless of whether such equipment, materials, or labor were supplied directly by Contractor or indirectly by Contractor's subcontractors or suppliers. Other express warranties on materials that provide for a warranty period longer than two years apply for the period of that express warranty and are not reduced by this provision. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the

City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

d. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

e. Contractor shall give its personal attention to the faithful prosecution of the completion of the Construction Project and Contractor, or its duly authorized representative assigned to serve as the Construction Project Manager, shall be personally present at the site of the Construction Project during working hours for the term of this Agreement until the completion of the Construction Project.

f. Contractor shall maintain an office at the site of the Construction Project and shall have a complete, accurate, and up-to-date set of construction plans, drawings, and specifications at that office at all times. The office may be a mobile facility or vehicle.

g. Contractor has examined all available records and made field examinations of the site of the Construction Project. Contractor has knowledge of the field conditions to be encountered during the Construction Project. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

h. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

i. All work must be performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss; provided, however, should the damage or loss be caused by an intentional or negligent act of the City, the risk of such loss shall be placed on the City.

j. Contractor is responsible for any loss or damage to materials, tools, or other articles used or held for use in the completion of performance of the Construction Project.

k. Contractor's performance must be without damage or disruption to any other work or property of the City or of others and without interference with the operation of existing machinery or equipment.

l. Title to all work, materials, and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Construction Project or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

10. Delays and Extensions of Time: If Contractor's performance of this Agreement is prevented or delayed by any unforeseen cause beyond the control of the Contractor, including acts or omissions of the City, Contractor shall, within ten (10) days of the commencement of any such delay, give the City written notice thereof. Further, Contractor shall, within ten (10) days of the termination of such delay, give the City written notice of the total actual duration of the delay. If the City is provided with these required notices and if the City determines that the cause of the delay was not foreseeable, was beyond the control of the Contractor, and was not a result of the fault or negligence of the Contractor, then the City will determine the total duration of the delay and extend the time for performance of the Agreement accordingly. Unless the delay is caused by the intentional interference of the City with the Contractor's performance, Contractor shall make no claim for damages or any other claim other than for an extension of time as herein provided by reason of any delays.

11. Suspension:

a. The City may, by written notice to the Contractor and at its convenience for any reason, suspend the performance of all or any portion of the work to be performed on the Construction Project ("Notice of Suspension"). The Notice of Suspension shall set forth the time of suspension, if then known to the City. During the period of suspension, Contractor shall use its best efforts to minimize costs associated with the suspension.

b. Upon Contractor's receipt of any Notice of Suspension, unless the notice requires otherwise, Contractor shall: (1) immediately discontinue work on the date and to the extent specified in the Notice of Suspension; (2) place no further orders or subcontracts for materials, services, or equipment; (3) promptly make every reasonable effort to obtain suspension upon terms satisfactory to City of all orders, subcontracts, and rental agreements to the extent that they relate to the performance of the work suspended; and (4) continue to protect and maintain the Project, including those portions on which work has been suspended.

c. As compensation for the suspended work, Contractor will be reimbursed for the following costs, reasonably incurred, without duplication of any item, and to the extent that such costs directly resulted from the suspension: (1) a standby charge paid during the period of suspension which will be sufficient to compensate Contractor for keeping, to the extent required in the Notice of Suspension, Contractor's organization and equipment committed to the Project in standby status; (2) all reasonably incurred costs for the demobilization of Contractor's and subcontractor's crews and equipment; (3) an equitable amount to reimburse Contractor for the cost to protect and maintain the Project during the period of suspension; and (4) an equitable adjustment in the cost of performing the remaining portion of the work post-suspension if, as a direct result of the suspension, the cost to Contractor of subsequently performing the remaining work on the Construction Project has increased or decreased.

d. Upon receipt of written notice by the City to resume the suspended work ("Notice to Resume Work"), Contractor shall immediately resume performance of the suspended work as to the extent required in the Notice to Resume Work. Any claim by Contractor for time or compensation described in Section 11(c) shall be made within fifteen (15) days after receipt of the Notice to Resume Work and Contractor shall submit a revised Construction Schedule for the City's review and approval. Contractor's failure to timely make such a claim shall result in a waiver of the claim.

e. No compensation described in Section 11(c) shall be paid and no extension of time to complete the Construction Project shall be granted if the suspension results from Contractor's non-compliance with or breach of the terms or requirements of this Agreement.

12. Termination for Contractor's Fault:

a. If Contractor refuses or fails to timely do the work, or any part thereof, or fails to perform any of its obligations under this Agreement, or otherwise breaches any terms or conditions of this Agreement, the City may, by written notice, terminate this Agreement and the Contractor's right to proceed with all or any part of the Construction Project ("Termination Notice Due to Contractor's Fault"). The City may then take over the Construction Project and complete it, either with its own resources or by re-letting the contract to any other third party, and may immediately take possession of and use such materials, appliances, tools, and equipment as may be on the site and which may be necessary for the completion of the Construction Project.

b. In the event of a termination pursuant to this Section 12, Contractor shall be entitled to payment only for those services Contractor actually rendered. In the case of a lump sum or unit price contract, Contractor shall not be entitled to any further payment until the Construction Project has been completed. Upon completion of the Construction Project, if the unpaid balance of the Contractor's compensation exceeds the cost to the City of completing the work, including all costs paid to any subcontractors or third parties retained by the City to complete the Construction Project and all administrative costs resulting from the termination ("City's Cost for Completion"), such excess shall be paid to the Contractor. If the City's Cost for Completion exceeds the unpaid balance of the Contractor's compensation, then Contractor and its sureties shall be liable for and shall pay the difference, plus interest at the rate applicable to court judgments, to the City.

c. Any termination provided for by this Section 12 shall be in addition to any other remedies to which the City may be entitled under the law or at equity.

d. In the event of termination under this Section 12, Contractor shall, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

13. Termination for City's Convenience:

a. Should conditions arise which, in the sole opinion and discretion of the City, make it advisable to the City to cease work on the Construction Project, City may terminate this Agreement by written notice to Contractor ("Notice of Termination for City's Convenience"). The termination shall be effective in the manner specified in the Notice of Termination for City's Convenience and shall be without prejudice to any claims that the City may otherwise have against Contractor.

b. Upon receipt of the Notice of Termination for City's Convenience, unless otherwise directed in the Notice, the Contractor shall immediately cease work on the Construction Project, discontinue placing orders for materials, supplies, and equipment for the Construction Project, and make every reasonable effort to cancel all existing orders or contracts upon terms satisfactory to the City. Contractor shall do only such work as may be necessary to preserve, protect, and maintain work already completed, in progress, or in transit to the construction site.

c. In the event of a termination pursuant to this Section 13, Contractor is entitled to payment only for those services Contractor actually rendered and materials actually purchased or which Contractor has made obligations to purchase on or before the receipt of the Notice of Termination for City's Convenience, and reasonably incurred costs for demobilization of Contractor's and any subcontractor's crews. It is agreed that any materials that City is obligated to purchase from Contractor will remain the City's sole property.

d. The compensation described in Section 13(c) is the sole compensation due to Contractor for its performance of this Agreement. Contractor shall, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

14. Limitation on Contractor's Damages; Time for Asserting Claim:

a. In the event of a claim for damages by Contractor under this Agreement, Contractor's damages shall be limited to contract damages and Contractor hereby expressly waives any right to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature or kind.

b. In the event Contractor asserts a claim for damages of any kind or nature, Contractor shall provide City with written notice of its claim, the facts and circumstances surrounding and giving rise to the claim, and the total amount of damages sought by the claim, within ten (10) days of the facts and circumstances giving rise to the claim. In the event Contractor fails to provide such notice, Contractor shall waive all rights to assert such claim.

15. Representatives:

a. **City's Representative:** The City's Representative for the purpose of this Agreement shall be Craig Raymond or such other individual as City shall designate in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission shall be directed to City's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when City's Representative is not available, Contractor may direct its communication or submission to other designated City personnel or agents and may receive approvals or authorization from such persons.

b. **Contractor's Representative:** The Contractor's Representative for the purpose of this Agreement shall be Kris McKoy or such other individual as Contractor shall designate in writing. Whenever direction to or communication with Contractor is required by this Agreement, such direction or communication shall be directed to Contractor's Representative; provided, however, that in exigent circumstances when Contractor's Representative is not available, City may direct its direction or communication to other designated Contractor personnel or agents.

16. **Locating Underground Facilities:** Contractor shall be responsible for obtaining and determining the location of any underground facilities, including but not limited to, the location of any pipelines or utility supply, delivery, or service lines in accordance with the provisions of §69-4-501, et seq., MCA. Contractor shall make every effort to avoid damage to underground facilities and shall be solely responsible for any damage that may occur. If City personnel assume responsibility for locating any underground facilities, this fact shall be noted in writing prior to commencement of such location work.

17. **Permits:** Contractor shall provide all notices, comply with all applicable laws, ordinances, rules, and regulations, obtain all necessary permits, licenses, and inspections from applicable governmental authorities, pay all fees and charges in connection therewith, and perform all surveys and locations necessary for the timely completion of the Construction Project.

18. **Ownership of Documents; Indemnification:** All plans, designs, drawings, specifications, documents, sample results and data, in whatever medium or format, originated or prepared by or for Contractor in contemplation of, or in the course of, or as a result of this Agreement or work on the Construction Project, shall be promptly furnished to the City ("City Documents and Information"). All City Documents and Information shall be the exclusive property of the City and shall be deemed to be works-for-hire. Contractor hereby assigns all right, title, and interest in and to the City Documents and Information, including but not limited to, all copyright and patent rights in and to the City Documents and Information. Neither party grants to the other any express or implied licenses under any patents, copyrights, trademarks, or other intellectual property rights, except to the extent necessary to complete its obligations to the other under this Agreement.

19. **Laws and Regulations:** Contractor shall comply fully with all applicable state and federal laws, regulations, and municipal ordinances including, but not limited to, all workers' compensation laws, all environmental laws including, but not limited to, the generation and disposal of hazardous waste, the Occupational Safety and Health Act (OSHA), the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA, all applicable City, County, and State building and electrical codes, the Americans with Disabilities Act, and all non-discrimination, affirmative action, and utilization of minority and small business statutes and regulations.

20. **Non-discrimination in Hiring:** All hiring by Contractor and subcontractors of persons performing work for Contractor 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.

21. **Intoxicants; DOT Drug and Alcohol Regulations:** Contractor shall not permit or suffer the introduction or use of any intoxicants, including alcohol or illegal drugs, upon the site of the Construction Project. Contractor acknowledges it is aware of and shall comply with its responsibilities and obligations under the U.S. Department of Transportation (DOT) regulations governing anti-drug and alcohol misuse prevention plans and related testing. City shall have the right to request proof of such compliance and Contractor shall be obligated to furnish such proof.

22. **Labor Relations:**

a. Contractor shall post a legible statement of all wages and fringe benefits to be paid to the Contractor's employees and the frequency of such payments (i.e., hourly wage employees shall be paid weekly). Such posting shall be made in a prominent and accessible location at the site of the Construction Project and shall be made no later than the first day of work. Such posting shall be removed only upon the final completion of the Construction Project and the termination of this Agreement.

b. In performing the terms and conditions of this Agreement and the work on the Construction Project, Contractor shall give preference to the employment of bona fide residents of Montana, as required by §18-2-403, MCA, and as such, term is defined by §18-2-401(1), MCA, and the Administrative Rules of Montana, including but not limited to A.R.M. 24.17.147, obliging Contractor to hire 50% bona fide Montana residents, excluding projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law. When making assignments of work, Contractor shall use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned.

c. Pursuant to §§18-2-403 and 18-2-422, MCA, Contractor shall pay wages, benefits, and expenses as set forth on **Exhibit E**, Contractor's Rates of Wages, Benefits, and Expenses, attached hereto. Contractor shall pay all hourly wage employees on a

weekly basis. Violation of the requirements set forth on **Exhibit E** may subject the Contractor to the penalties set forth in §18-2-407, MCA. Contractor shall maintain payroll records and, upon City's request, provide certified copies to the City. Contractor shall maintain such payroll records during the term of this Agreement, the course of the work on the Construction Project, and for a period of three (3) years following the date of final completion of the Construction Project and termination of this Agreement.

d. In the event that, during the term of this Agreement and throughout the course of Contractor's performance of the Construction Project, any labor problems or disputes of any type arise or materialize which in turn cause any work on the Construction Project to cease for any period of time, Contractor specifically agrees to take immediate steps, at its own expense and without expectation of reimbursement from City, to alleviate or resolve all such labor problems or disputes. The specific steps Contractor shall take to resume work on the Construction Project shall be left to the discretion of Contractor; provided, however, that Contractor shall bear all costs of any related legal action. Contractor shall provide immediate relief to the City so as to permit the work on the Construction Project to resume and be completed within the time frames set forth in the Construction Schedule at no additional cost to City.

e. Contractor shall indemnify, defend, and hold the City harmless from any and all claims, demands, costs, expenses, damages, and liabilities arising out of, resulting from, or occurring in connection with any labor problems or disputes or any delays or stoppages of work associated with such problems or disputes.

23. Subcontractors:

a. Contractor may employ subcontractors for any work on the Construction Project. Contractor shall provide City with a list of all subcontractors employed and require that all subcontractors are appropriately licensed to work in the City of Great Falls.

b. Contractor remains fully responsible for the acts and omissions of any subcontractor, just as Contractor is for its own acts and omissions, and Contractor shall remain fully responsible and liable for the timely completion of the Construction Project.

c. Contractor is solely liable for any and all payments to subcontractors. Contractor shall hold all payments received from the City in trust for the benefit of subcontractors, and all such payments shall be used to satisfy obligations of the Construction Project before being used for any other purpose. Contractor shall make any payments due to any subcontractor within seven (7) days of Contractor's receipt of payment, including a proportional part of the retainage Contractor has received from the City. In the event of a dispute regarding any subcontractor's invoice, Contractor shall promptly pay the undisputed amount to the subcontractor and notify the subcontractor in writing of the amount in dispute and the reasons for the dispute. Any withholding of payment must comply with the requirements of §28-2-2103, MCA. In the event Contractor is unwilling or unable to make timely and proper payment to any subcontractor, City may

elect to withhold any payment otherwise due to Contractor and upon seven (7) days' written notice to Contractor, may pay subcontractor by direct or joint payment.

24. Indebtedness and Liens: Before City may make any final payment to Contractor, Contractor shall furnish City with satisfactory proof that there are no outstanding debts or liens in connection with the Construction Project. If the Contractor allows any indebtedness to accrue to subcontractors or others during the progress of the work, and fails to pay or discharge the same within five (5) days after demand, then City may either withhold any money due to Contractor until such indebtedness is paid or apply the same towards the discharge of the indebtedness. If any lien or claim is filed or made by any subcontractor, material supplier, or any other person, the Contractor shall immediately notify the City and shall cause the same to be discharged of record within thirty (30) days after its filing.

25. Hazard Communication: Contractor shall comply with all hazard communication requirements dictated by the Environmental Protection Agency, the Montana Department of Agriculture, OSHA, Hazard Communications Standard, 29 CFR 1910.1200, and applicable City ordinances. Contractor shall supply a chemical list, the associated material safety data sheets (MSDS), and other pertinent health exposure data for chemicals that the Contractor's, subcontractor's or the City's employees may be exposed to while working on City property during the course of the Construction Project. One copy of this documentation must be delivered to City to the attention of the City's Representative. This documentation must be delivered before work involving these chemicals may commence.

26. Accounts and Records: During the term of this Agreement and for two (2) years following the City's final acceptance of the Construction Project, Contractor shall maintain accounts and records related to the Construction Project. Upon reasonable notice, City shall have the right to inspect all such accounts and records, including but not limited to, Contractor's records, books, correspondence, instructions, drawings, specifications, field and site notes, receipts, invoices, bills, contracts, or other documents relating to the Construction Project.

27. Indemnification; Insurance; Bonds:

a. To the fullest extent permitted by law, Contractor shall fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Contractor's performance of this Agreement and Contractor's work on the Construction Project or work of any subcontractor or supplier to Contractor.

b. The Contractor will not be responsible for indemnifying and/or defending for the acts, errors or omissions of the City, or their proportional share thereof. Contractor's indemnification obligation will be only those costs that are a reasonably foreseeable

consequence of the indemnification requirement and not include any indirect, special, or consequential type damages.

c. Contractor shall maintain those insurances as may be required by City as set forth on the attached **Exhibit F**, Required Insurance Coverage, and Contractor shall provide City with proof of such insurance coverage within ten (10) days following execution of this Agreement and at least annually thereafter during the term of the Project. Contractor shall notify City thirty (30) days prior to the expiration of any such required insurance coverage and shall ensure such required insurance coverage is timely renewed during the term of this Agreement so that there is no lapse in coverage during Contractor's performance of this Agreement. Contractor shall further notify City within two (2) business days of Contractor's receipt of notice that any required insurance coverage will be terminated or Contractor's decision to terminate any required insurance coverage for any reason. Each required insurance coverage must name the City and the architect and engineer as additional insureds substantially similar or identical to the Additional Insured Endorsement example as set forth in **Exhibit F**.

d. Contractor shall maintain those security guarantees set forth on the attached **Exhibit G**, Required Bonds.

28. Taxes: Contractor is obligated to pay all taxes of any kind or nature and make all appropriate employee withholdings. Contractor understands that all contractors or subcontractors working on a publicly funded project are required to pay or have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more. This license fee is paid to the Montana Department of Revenue.

29. Dispute Resolution:

a. Any claim, controversy, or dispute between the parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each party duly authorized to execute settlement agreements. Upon mutual agreement of the parties, the parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions.

b. If the parties are unable to resolve the dispute within thirty (30) days from the date the dispute was first raised, then such dispute shall be resolved in a court of competent jurisdiction in compliance with the Applicable Law provisions of this Agreement.

30. Survival: Contractor's indemnification and warranty obligations shall survive the termination or expiration of this Agreement for the maximum period allowed under applicable law.

31. **Headings**: The headings used in this Agreement are for convenience only and are not be construed as a part of the Agreement or as a limitation on the scope of the particular paragraphs to which they refer.
32. **Waiver**: A waiver by City of any default or breach by Contractor of any covenants, terms, or conditions of this Agreement does not limit City's right to enforce such covenants, terms, or conditions or to pursue City's rights in the event of any subsequent default or breach.
33. **Severability**: If any portion of this Agreement is held to be void or unenforceable, the balance thereof shall continue in effect.
34. **Applicable Law**: The parties agree that this Agreement is governed in all respects by the laws of the State of Montana and the parties expressly agree that venue will be in Cascade County, Montana, and no other venue.
35. **Binding Effect**: This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the parties.
36. **Amendments**: This Agreement may not be modified, amended, or changed in any respect except by a written document signed by all parties.
37. **No Third-Party Beneficiary**: This Agreement is for the exclusive benefit of the parties, does not constitute a third-party beneficiary agreement, and may not be relied upon or enforced by a third party.
38. **Counterparts**: This Agreement may be executed in counterparts, which together constitute one instrument.
39. **Assignment**: Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. No assignment will relieve Contractor of its responsibility for the performance of the Agreement and the completion of the Construction Project. Contractor may not assign to any third party other than Contractor's subcontractors on the Construction Project, the right to receive monies due from City without the prior written consent of City.
40. **Authority**: Each party represents that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to sign this Agreement.
41. **Independent Contractor**: The parties agree and acknowledge that in the performance of this Agreement and the completion of the Construction Project, Contractor shall render services as an independent contractor and not as the agent, representative, subcontractor, or employee of the City. The parties further agree that all individuals and companies retained by Contractor at all times will be considered the

agents, employees, or independent contractors of Contractor and at no time will they be the employees, agents, or representatives of the City.

42. Agreement Documents: All work on the Construction Project shall be performed by Contractor in accordance with all of the terms and conditions of this Agreement, the Instructions to Bidders, and all Exhibits attached hereto, which Exhibits consist of the following documents and are incorporated herein by this reference:

- Exhibit A: Detailed Scope of Work
- Exhibit B: Construction Schedule
- Exhibit C: Compensation Schedule
- Exhibit D: Change of Work Specifications
- Exhibit E: Contractor's Rates of Wages, Benefits, and Expenses
- Exhibit F: Required Insurance Coverage
- Exhibit G: Required Bonds

43. Integration: This Agreement and all Exhibits attached hereto constitute the entire agreement of the parties. Covenants or representations not contained therein or made a part thereof by reference, are not binding upon the parties. There are no understandings between the parties other than as set forth in this Agreement. All communications, either verbal or written, made prior to the date of this Agreement are hereby abrogated and withdrawn unless specifically made a part of this Agreement by reference.

IN WITNESS WHEREOF, Contractor and City have caused this Agreement to be executed and intend to be legally bound thereby as of the date set forth below.

CITY OF GREAT FALLS, MONTANA

Mckinstry Essenhan, LLC
CONTRACTOR

By: _____
Gregory T. Doyon, City Manager

By: 

Print Name: Dale Silva

Date: _____

Title: Vice President

Date: 2/6/19

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF THE CITY)

*** APPROVED AS TO FORM:**

By: _____
Sara R. Sexe, City Attorney

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

Exhibit A: Scope of Work

Scope of Work

STANDARD SCOPE REQUIREMENTS:

1. SUBCONTRACTOR will furnish and install the scopes of work in accordance with all current federal, state and local codes.
2. SUBCONTRACTOR will provide the appropriate supervision in both the field and office to maintain and execute the work according to the schedule and contract documents.
3. SUBCONTRACTOR will furnish all labor, supervision, material, equipment, tools, hoisting, scaffolding, freight unloading, material, labor escalation, overhead, clean-up, trash removal and other miscellaneous costs in order to provide a complete and working system.
4. SUBCONTRACTOR to provide all necessary costs for inspections, permits, licenses, plan checks, connection fees, etc. as required by authority having jurisdiction.
5. SUBCONTRACTOR shall remove and properly dispose of waste generated by this scope of work on a daily basis.
6. SUBCONTRACTOR to provide all material and equipment for temporary protection of existing facilities and surrounding work.
7. SUBCONTRACTOR is responsible for field verification of materials prior to installation or submittal of shop drawings.
8. SUBCONTRACTOR acknowledges that McKinstry has employed other contractors to work on the project. SUBCONTRACTOR will coordinate with other contractors so the work can proceed in an orderly, productive, and continuous operation.
9. SUBCONTRACTOR acknowledges Exhibit A and understands and agrees to the terms and conditions contained in the Exhibit A.
10. SUBCONTRACTORS shall be responsible for providing submittals for approval. Submittals shall include but are not limited to: Manufacturer data sheets.
11. SUBCONTRACTOR shall be responsible for submitting and implementing a site safety plan.

LIGHTING SCOPE REQUIREMENTS:

1. Provide and install all lamps, drivers, parts and pieces, and/or new fixtures for all light fixtures as specified on Lighting Specification and Lighting Audit Sheets.
2. Fixture quantities are based on quantities called out in Lighting Audit Sheets.
3. Submittals approval for all material used on this project will be required prior to job start.
4. Clean all reflective surfaces and prismatic lenses of the reused light fixtures with non-streaking cleaning solution and clean cloth rags.
5. Provide and install all occupancy and/or photo sensors in locations specified in Lighting Audit Sheets
6. Lighting Contractor is responsible for all mounting and/or hanging of equipment.
7. Lighting Contractor shall take precautions for protecting existing surfaces and furnishings and shall be responsible for cost of repairs of any items damaged
8. Storage areas will be available onsite (areas outside of construction scope). Lighting Contractor to provide their own waste/recycle dumpsters.
9. As specified in Lighting Specifications; Provide a (1) year warranty on labor and factory warranty certification of (5) years on electronic drivers, (5) years on T8LED lamps and new fixtures. The warranty period starts once the Notice of Commencement of Energy Savings has been issued. The Lighting Contractor, as part of the project closeout, will supply written warranties.
10. This proposal does not include repairs to existing electrical code violations or upgrades to current code.
11. This proposal does not include the replacement or repair of existing fixtures or fixture lenses not called out in scope(s).
12. This proposal does not include asbestos, lead paint, or mold removal and/or abatement.

Exhibit A: Scope of Work cont.

13. The Lighting Contractor is responsible for the disposal of and the costs associated with the disposal of light fixtures that are removed as part of this project. All material able to be recycled must be recycled.
14. The Lighting Contractor is responsible for pre/post volt/amp, foot-candle readings. McKinstry will review methodology with Lighting Contractor prior to the firm performing this work. McKinstry will select locations.
15. All work must comply with the most current standards, and Montana State Laws and Statutes.
16. A copy of the approved permits will be required as part of the project closeout.
17. The Lighting Contractor, as part of the project closeout, will supply as-built drawings and/or lighting spreadsheets for each building.
18. The Lighting Contractor is responsible for commissioning all lighting systems and will provide documentation to McKinstry that the systems function per manufacturers recommendations. This includes but is not limited to proper leveling of new fluorescent fixtures (if applicable) and occupancy sensor functionality.
19. The Lighting Contractor is responsible for seismic bracing of new light fixtures.
20. The Lighting Contractor is responsible to review all existing conditions and will be required to provide and maintain any scaffold, lifts, or other to complete this scope of work.
21. The Lighting Contractor is responsible for cleanup of workspaces on a daily basis. All miscellaneous debris generated, as part of the retrofit work, will be removed. If repeated complaints are received from building occupants regarding cleaning, McKinstry shall provide labor to supplement the Lighting Contractors efforts at the Lighting Contractor's expense.
22. Permits, are the responsibility of the Lighting Contractor.
23. Job Safety:
 - a. Job site-specific safety plan must be provided to McKinstry prior to being awarded a contract.
 - b. Weekly safety meetings must be conducted. Safety meeting attendance logs must be turned into McKinstry on a weekly basis.
 - c. At all times, at least one member of the work force must have a valid First Aid Card.
24. McKinstry and the city have a Drug Free Work Place Policy. The Lighting Contractor must have a Drug Free Work Place Policy in their safety plan prior to awarding a contract.

End of Exhibit A

Exhibit B
City of Great Falls Parking Garage Lighting Retrofit
Construction Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	Feb '19				Mar '19				Apr '19				May '19			
						27	3	10	17	24	3	10	17	24	31	7	14	21	28	5	12
1	City Commission Approves Contract	1 day	Tue 2/19/19	Tue 2/19/19																	
2	Notice to Proceed	1 day	Wed 2/20/19	Wed 2/20/19																	
3	Design Review Meeting	1 day	Thu 2/21/19	Thu 2/21/19																	
4	Complete Design Documents	1 day	Fri 2/22/19	Fri 2/22/19																	
5	Place Fixture Order	1 day	Mon 2/25/19	Mon 2/25/19																	
6	Construction Kick Off Meeting	1 day	Mon 4/8/19	Mon 4/8/19																	
7	Receive Fixtures	1 day	Tue 4/9/19	Tue 4/9/19	5FS+30 days																
8	North Garage Installation	8 days	Wed 4/10/19	Fri 4/19/19	7																
9	Pre Retrofit Measurements	1 day	Wed 4/10/19	Wed 4/10/19	7																
10	1st Tier	1 day	Thu 4/11/19	Thu 4/11/19	9																
11	2nd Tier	1 day	Fri 4/12/19	Fri 4/12/19	10																
12	3rd Tier	1 day	Mon 4/15/19	Mon 4/15/19	11																
13	4th Tier	1 day	Tue 4/16/19	Tue 4/16/19	12																
14	5th Tier	1 day	Wed 4/17/19	Wed 4/17/19	13																
15	6th Tier	1 day	Thu 4/18/19	Thu 4/18/19	14																
16	Post Retrofit Measurements	1 day	Fri 4/19/19	Fri 4/19/19	15																
17	South Garage Installation	9 days	Mon 4/22/19	Thu 5/2/19	16																
18	Pre Retrofit Measurements	1 day	Mon 4/22/19	Mon 4/22/19	16																
19	First Floor	2 days	Tue 4/23/19	Wed 4/24/19	18																
20	Second Floor	2 days	Thu 4/25/19	Fri 4/26/19	19																
21	Third Floor	2 days	Mon 4/29/19	Tue 4/30/19	20																
22	Roof	1 day	Wed 5/1/19	Wed 5/1/19	21																
23	Post Retrofit Measurements	1 day	Thu 5/2/19	Thu 5/2/19	22																
24	Verification and Final Inspection	1 day	Fri 5/3/19	Fri 5/3/19	17																
25	Final Completion	1 day	Mon 5/6/19	Mon 5/6/19	24																

Exhibit C

Compensation Schedule

Contractor shall not demand or be entitled to receive payment for any work on the Construction Project, in whole or in part, except in the manner set forth herein.

Monthly Progress Payments

A. After the commencement of work on the Construction Project, the Contractor may request monthly progress payments by submitting an Application for Payment to the City during each successive calendar month, with a copy to the project architect or engineer. The Application for Payment must be based upon the actual or estimated percentage of work completed and materials supplied on the Construction Project prior to the date of the Application and shall be filled out and signed by the Contractor. Contractor shall attach all supporting documentation to the Application to verify that the work claimed in the Application has been completed. Only one Application for Payment may be submitted within a calendar month.

B. Beginning with the second Application for Payment, each Application shall also include an affidavit signed by the Contractor stating that all previous monthly progress payments received have been applied on account to discharge Contractor's obligations associated with the prior Applications for Payment.

C. City and its architect or engineer shall promptly review all Applications for Payment and, within twenty-one (21) days after receipt of each Application, determine whether a progress payment should be disapproved in whole or in part. An Application for Payment is considered to have been received when it is submitted to City's Representative and is considered approved unless prior to the expiration of the 21-day period the City or its architect or engineer provides the Contractor with a written statement containing specific items that are being disapproved. A progress payment or any portion may be disapproved upon a claim of: (1) unsatisfactory job progress; (2) failure to remedy defective construction work or materials; (3) disputed work or materials; (4) failure to comply with material provisions of this Agreement, drawings, plans, specifications for the Construction Project, or other required documents, including but not limited to, payroll certifications, insurance coverage, bonding, lien releases, warranties, material certifications, and test data; (5) failure of Contractor to make timely payment for claims including, but not limited to claims for labor, equipment, materials, subcontracts, taxes, fees, professional services, rent, and royalties; (6) damages to the City; (7) the existence of reasonable evidence that the Agreement cannot be completed for the unpaid balance of the Agreement's Compensation; and (8) Contractor's non-compliance with applicable federal, state, and local laws, rules, and ordinances.

D. The City will furnish Contractor a written statement specifying a reason for disapproval that is listed in Section C above for which approval of the Application for Payment or a portion thereof is being withheld. If the City disapproves only a portion of an Application for Payment, the remainder of the Application for Payment is considered approved.

E. If the City approves a monthly progress payment, the City shall withhold the five percent (5%) Retainage Amount from the total payment requested in the Application for Payment and may withhold an amount that is sufficient to pay the direct expenses that the City may reasonably expect will be necessary to correct any claim based on the eight (8) items set out in Section C above. City shall tender the balance of the approved monthly progress payment to Contractor within fourteen (14) days following the approval.

F. Contractor understands that the Montana Public Contractors' Gross Receipts Tax requires all contractors or subcontractors working on a publicly funded project to pay or have withheld from earnings one percent (1%) of the gross contract price if the public contract price, including subcontracts attached thereto, is Five Thousand Dollars (\$5,000) or more. If required, the City will withhold this tax from any payment made to Contractor and will remit the amount withheld to the Montana Department of Revenue. Contractor must withhold the tax from payments made to subcontractors by Contractor.

G. City's approval of any progress payment shall not operate as City's acceptance of any portion of the Construction Project as complete or free of defects or nonconformities, nor shall it operate as a waiver of Contractor's obligations under the Agreement including, but not limited to, Contractor's testing and warranty obligations.

Final Payment

A. Upon completion of the Construction Project, Contractor shall submit an Application for Final Payment to the City, with a copy to the project architect or engineer, seeking payment of the remaining balance of Contractor's compensation, including all retainage amounts. Contractor shall attach all supporting documentation and receipts to the Application for Final Payment to verify that the Construction Project has been fully and finally completed in compliance with all terms and conditions of the Agreement, including complete and legally effective releases or waivers of all liens or encumbrances that have been filed against the Construction Project, and a consent from all of Contractor's sureties to final payment. In addition, Contractor shall include an affidavit signed by the Contractor stating that all previous monthly progress payments received have been applied on account to discharge Contractor's obligations associated with the Construction Project and that the prior Applications for Payment and all claims asserted by any person arising from or related to the Construction Project have been settled or satisfied. In the event any claims have not been settled or satisfied, the Affidavit shall contain a complete listing of such claims, the name and address of each person making a claim, the facts and circumstances surrounding each claim, the amount of each claim, and the efforts made to date by Contractor to resolve, settle or satisfy each claim.

B. City and its architect or engineer shall promptly review the Application for Final Payment and, within twenty-one (21) days after receipt of the request, determine whether it should be disapproved in whole or in part. An Application for Final Payment is considered to have been received when it is submitted to City's Representative and is considered approved unless the City or its architect or engineer provides the Contractor with a written statement containing specific items that are being disapproved prior to the expiration of the 21-day period. A final payment or any portion may be disapproved upon a claim of: **(1)** unsatisfactory job progress; **(2)** after City's

final inspection of the Construction Project, Contractor has not completed all punch list items and failed to remedy defective construction work or materials; (3) disputed work or materials; (4) failure to comply with material provisions of this Agreement, drawings, plans, specifications for the Construction Project, or other required documents including, but not limited to, payroll certifications, insurance coverage, bonding, lien releases, warranties, material certifications, and test data; (5) failure of Contractor to make timely payment for claims including, but not limited to, claims for labor, equipment, materials, subcontracts, taxes, fees, professional services, rent, and royalties; (6) claims have been brought or liens have been filed against Contractor or the City related to the Construction Project, or any such claims have not been properly documented in Contractor's Affidavit; (7) damage to the City; (8) Contractor has not delivered all maintenance and operating instructions, marked-up record documents, and any other documents relating to the Construction Project as required by City; and (9) the Contractor is not in compliance with applicable federal, state, and local laws, rules, and ordinances and has not remedied the noncompliance.

C. The City will furnish Contractor a written statement specifying a reason for disapproval that is listed in Section B above for which approval of the Application for Final Payment or a portion thereof is being withheld. If the City disapproves only a portion of an Application for Payment, the remainder of the Application for Payment is considered approved.

D. Final payment is due and payable within fourteen (14) days of City's approval, but City may withhold an amount that is sufficient to pay the direct expenses that the City may reasonably expect will be necessary to correct any claim based on the nine (9) items set out in Section B above and any tax withholding required by law.

Exhibit D

Change of Work Specifications

A. City may, at any time or from time to time, order changes, additions, deletions, or revisions to the work on the Construction Project by submitting a written Change Order to Contractor. Upon receipt of any Change Order, Contractor shall comply with the terms of the changed work as reflected in the Change Order.

B. City and Contractor shall negotiate in good faith for an agreement as to any increase or decrease in the Contractor's compensation that results from any Change Order. The increased or decreased Contractor's compensation shall be set forth in the Change Order and both the City and the Contractor shall sign the Change Order as an indication of their respective acceptance of the changes and modifications to the Agreement. In the event the City and Contractor are unable to agree upon the increase or decrease in Contractor's compensation resulting from any Change Order, such increase or decrease shall be determined as follows:

1. increases to Contractor's compensation shall be calculated as follows and shall be evidenced by Contractor's submission to the City of its actual supporting documentation including time slips/cards, invoices, and receipts:

- a.** by unit prices otherwise set forth in the Agreement or subsequently agreed upon;
- b.** by an agreed upon lump sum; or
- c.** by the cost of the work and an agreed upon mark-up for Contractor's overhead and profit, with the costs of the work determined as follows:

(i) Contractor's actual, direct payroll expenses for the cost of labor. Payroll expenses shall only include actual gross wages paid, without any deductions, withholding, or overhead. The agreed upon mark-up fee shall cover Contractor's liability insurance, workers' compensation, and Social Security taxes applicable to said wages, Contractor's reasonable profit, the costs for the use of small tools and equipment not otherwise classified under heavy equipment use, and Contractor's general overhead expenses.

(ii) Contractor's actual cost of materials, including actual transportation costs, for all materials supplied by Contractor.

(iii) Costs for the use of heavy equipment and the transportation of the same. Such costs shall be the actual rental fees incurred for the use of the heavy equipment and the actual costs of transporting such heavy equipment to and from the site of the Construction Project.

2. decreases to Contractor's compensation shall be determined by the City's good faith estimate. If Contractor disagrees with such good faith estimate, Contractor can avail itself of the Dispute Resolution provisions set forth in the Agreement.

C. Except for minor modifications in the work not involving an increase of costs or Contractor's compensation and not inconsistent with the purposes of the work required by the Agreement, and except in an emergency situation which endangers life or property, no change to the work requirements shall be made unless pursuant to a written Change Order duly executed.

D. Contractor shall not be entitled to any increase in the Contractor's compensation or the extension of any deadlines set forth in Construction Schedule with respect to any work performed by Contractor that is not required by the terms and conditions of the Agreement and is not contained in a duly executed Change Order.

Exhibit E

Contractor's Rates of Wages, Benefits, and Expenses

For purposes of prevailing wage requirements, this Project is considered as Building Construction. The applicable Montana or Federal Prevailing Wage Rates for this type of project, as included in these Contract Documents, are incorporated herein by this reference.

Exhibit F

Required Insurance Coverage

Contractor shall purchase and maintain insurance coverage as set forth below. The insurance policy must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured and be written on a "primary—noncontributory basis, and on an occurrence, not a claims made basis." Contractor will provide the City with applicable additional insured endorsement documentation substantially similar or identical to the example set forth below. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI, as will protect the Contractor, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for the warranty period. All insurance policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Contractor, City, and all other additional insureds to whom a certificate of insurance has been issued. Insurance coverages shall be in a form acceptable to the City.

Insurance Coverage at least in the following amounts is required:

- | | | |
|----|---|--|
| 1. | Commercial General Liability
(bodily injury and property damage) | \$1,500,000 per occurrence
\$3,000,000 aggregate |
| 2. | Products and Completed Operations | \$3,000,000 |
| 3. | Automobile Liability | \$1,000,000 combined single
limit |
| 4. | Workers' Compensation | Not less than statutory limits |
| 5. | Employers' Liability | \$1,500,000 |
| 6. | Professional Liability (E&O)
(only if applicable) | \$1,500,000 |
| 7. | Builder's Risk/Property Insurance (for buildings) | Equal to greater of
Contractor's compensation or full replacement (covering all work, buildings, materials and
equipment, whether on site or in transit, loss due to fire, lightening, theft, vandalism,
malicious mischief, earthquake, collapse, debris removal, demolition occasioned by
enforcement of laws, water damage, flood if site within a flood plain, repair or replacement
costs, testing and start-up costs) |
| 8. | Owner's and Contractor's Protective Liability | \$1,000,000 per occurrence
\$3,000,000 aggregate |

- | | | |
|----|---|---|
| 9. | Contractual Liability Insurance
(covering indemnity obligations) | \$1,000,000 per occurrence
\$3,000,000 aggregate |
|----|---|---|

Additional coverage may be required in the event of the following:
 crane operating services: add On-Hook Coverage
 transportation services: add \$1,000,000 Transit Coverage

Contractor may provide applicable excess or umbrella coverage to supplement Contractor's existing insurance coverage, if Contractor's existing policy limits do not satisfy the coverage requirements as set forth above.

Additional Insured Endorsement Example:

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

- A. In the performance of your ongoing operations, or
- B. In connection with your premises owned by or rented to you.

Exhibit G

Required Bonds

Contractor shall make, execute, purchase, maintain and deliver to City performance and payment bonds in an amount at least equal to the Contractor's compensation under this Agreement, conditioned that the Contractor shall faithfully perform of all of Contractor's obligations under this Agreement and pay all laborers, mechanics, subcontractors, material suppliers and all persons who supply the Contractor or Contractor's subcontractors with provisions, provender, material, or supplies for performing work on the Construction Project. All bonds must be obtained with a surety company that is duly licensed and authorized to transact business within the state of Montana and to issue bonds for the limits so required. The surety company must have a Best's Financial Strength Rating of A, as rated by the A. M. Best Co., or an equivalent rating from a similar rating service. All bonds must remain in effect throughout the life of this Agreement and until the date of expiration of Contractor's warranties. A certified copy of the agent's authority to act must accompany all bonds signed by an agent. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business within the state of Montana is terminated, Contractor shall promptly notify City and shall within twenty (20) days after the event giving rise to such notification, provide another bond with another surety company, both of which shall comply with all requirements set forth herein.

Contractor shall furnish performance and payment Bonds, each in an amount equal to the Construction Cost. The Bonds shall cover completion of the physical work per the approved design, and shall not guarantee or warranty efficiency or system performance. The Bonds shall not cover any obligation of the contractor to ensure that the work as constructed will result in any particular level of energy savings. Any suit on the Bonds must be brought within the period of one (1) year after substantial completion, as defined in the contract; provided, however, that if this suit limitation is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

Bond Types and Amounts:

- | | | |
|----|----------------------------------|---|
| 1. | Performance Bond | Equal to Contractor's compensation amount |
| 2. | Labor and Materials Payment Bond | Equal to Contractor's compensation amount |



Item: Professional Services Contract Amendment No. 1: Vinyard Road Storm Water Management Area Master Plan – O.F. 1476.6.

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Approve Professional Services Contract Amendment No. 1.

Suggested Motion:

1. Commissioner moves:

"I move the City Commission (approve/not approve) the Professional Services Contract Amendment No. 1 between the City of Great Falls and Water & Environmental Technologies for engineering services for the Vinyard Road Storm Water Management Area Master Plan, for a fee not to exceed \$4,205.00 and authorize the City Manager to execute the Agreement."

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

Staff Recommendation: Approve Professional Services Contract Amendment.

Background:

Significant Impacts

Continued development along the northern fringe of the City has created a need for a regional storm water management facility to control and treat storm runoff before draining to Watson Coulee. Recent development in this area includes the Eagles Crossing, Northview, Stone Meadows, Thaniel, and West Ridge subdivisions. Current phases of Thaniel and West Ridge Additions have been required to provide temporary storm water management facilities to reduce impacts to downstream private property. Because of the continued development, lack of downstream storm drain facilities and the expense to modify, remove and/or relocate temporary facilities, there is a need for a regional storm water management facility.

On April 3, 2018, the City approved a professional services agreement with Water & Environmental Technologies (WET) to provide engineering services for the preparation of a stormwater management master plan on 40 acres of low-lying land that had been previously secured by the developers of Thaniel and West Ridge Additions.

Due to additional hydrologic and hydraulic modeling scope, WET incurred additional cost in the amount of \$12,605 and 10 additional days of contract time to complete the original services, including deliverables. WET has agreed to write off \$8,400 of their additional cost, leaving a net contract increase of \$4,205. Additionally, a six-month contract time extension is necessary to allow ample time for any minor revisions and meetings with the developers of Thaniel and West Ridge Additions.

Workload Impacts

WET has completed engineering services in accordance with the original Agreement and is available to extend their services until June 30, 2019.

Evaluation and Selection Process

WET was previously selected based on: 1) the City's Architect, Engineer and Surveyor Selection Policy, 2) their familiarity with the project engineering scope, and 3) their involvement with the design of nearby developments.

Conclusion

City staff recommends approval of the Professional Services Contract Amendment No. 1 increasing WET's contract amount by \$4,205.00 and extending their contract time from December 31, 2018 to June 30, 2019. The original contract amount of \$140,795.00 will increase contract to \$145,000.00.

Fiscal Impact:

City storm drainage funding is programmed to fund the cost of the professional services. It is anticipated that development will reimburse their proportional share of the project design costs as those developments occur.

Alternatives:

The City Commission could vote to deny the approval of the Professional Services Contract Amendment No. 1.

Attachments/Exhibits:

1. Professional Services Contract Amendment No. 1
2. Project Vicinity Map

AMENDMENT NO. 1 - PROFESSIONAL SERVICES AGREEMENT

Vinyard Road Storm Water Management Area Master Plan – O.F. 1476.6

THIS AMENDMENT is entered into this 20th day of February, 2019 by and between the City of Great Falls, a Municipal Corporation, hereinafter referred to as “City,” and Water & Environmental Technologies hereinafter referred to as “Consultant,” and agree as follows:

1. The City and the Consultant entered into a Professional Services Agreement on April 5, 2018, herein referred to as “Agreement,” to perform the work and provide the services as set forth in the “Scope of Services”; and

2. The City and the Consultant mutually agree to modify paragraphs 2 and 4 of the Agreement as follows:

2. **Term of Agreement:** This Agreement is effective upon the date of its execution through ~~December 31, 2018~~ June 30, 2019. The parties may extend this agreement in writing prior to its termination.

4. **Payment:** City agrees to pay Consultant ~~One hundred forty thousand seven hundred ninety five and 00/100 dollars (\$140,795)~~ One hundred forty-five thousand and 00/100 dollars per Standard Unit Rate Schedule for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

3. All other conditions and provisions of the Agreement entered into and approved by the Commission on April 3, 2018 remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Professional Services Agreement the day and year first above written.

CITY OF GREAT FALLS

CONSULTANT

By: _____
Gregory T. Doyon, City Manager

By: _____
Richard J. West, Office Manager

Attest:

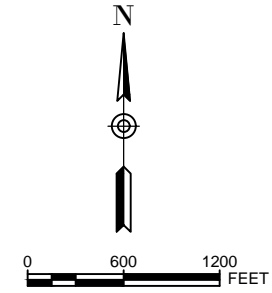
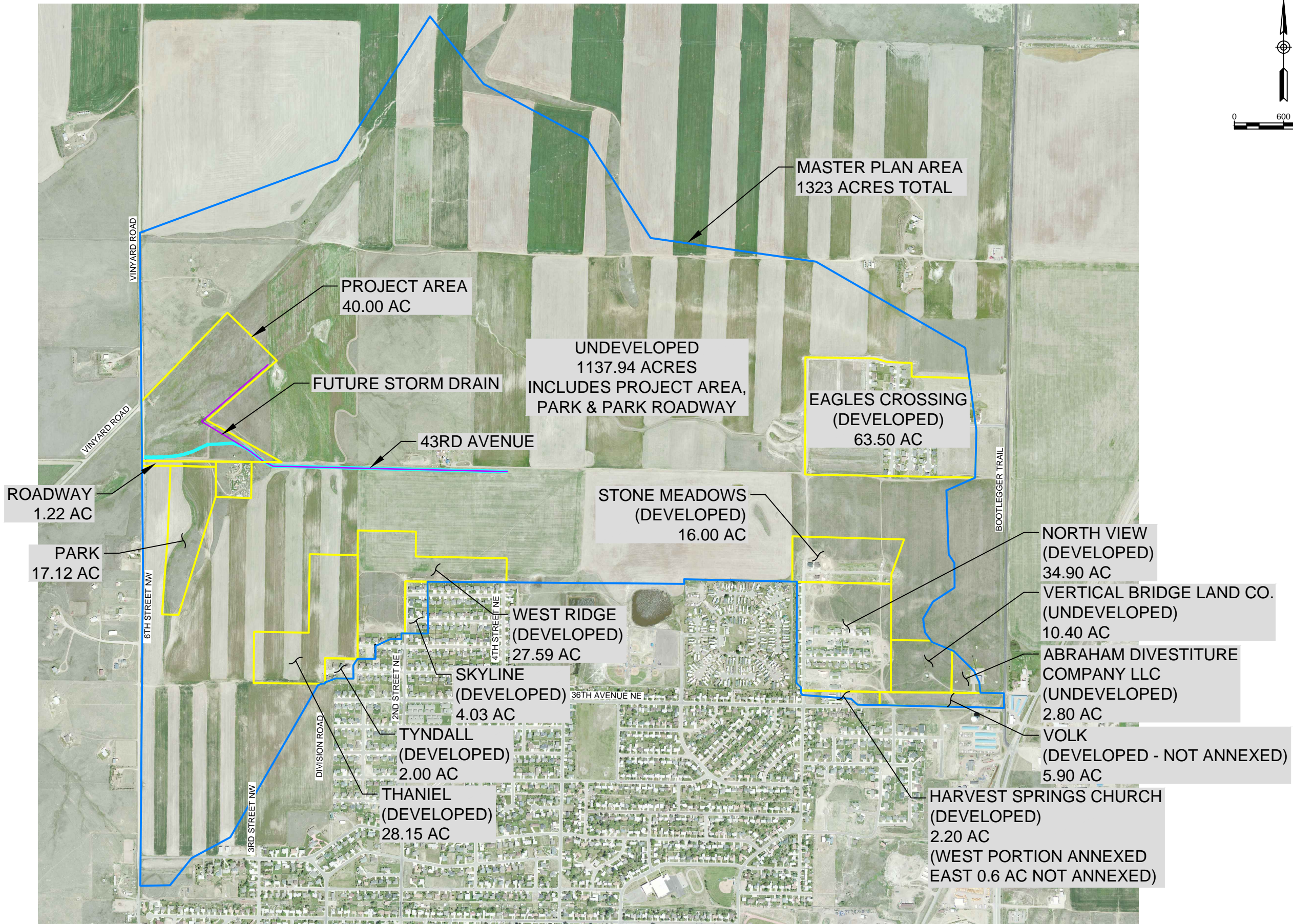
By: _____
Lisa Kunz, City Clerk

(Seal of the City)

Approved as to Form:

By: _____
Sara R. Sexe, City Attorney

M:\CGFPWM02\CAD\CIVIL\SC-BM01-CGFPWM02.dwg PLOT DATE 2018-11-29 11:05 USER: nioht



No.	Description	Date	Drawn By

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Water & Environmental
TECHNOLOGIES
1321 8th Ave N, Ste 201-A
Great Falls, MT 59401
(406) 761-2280
WATERVENTECH.COM

**VINYARD ROAD
STORM WATER
AREA MASTER PLAN**

PROJECT NAME: VINYARD ROAD STORM WATER AREA MASTER PLAN
LOCATION: GREAT FALLS, MONTANA
FILE NO.: SC-BM01-CGFPWM02.dwg

JOB NO:	CGFPWM01
DATE:	11/29/18
DRAFT:	DAS
CHECK:	VRV



Item: Resolution No. 10284 Approving Donation of Used Equipment to the Vaughn Volunteer Fire Department.

From: Stephen A. Hester, Fire Chief

Initiated By: Stephen A. Hester, Fire Chief

Presented By: Stephen A. Hester, Fire Chief

Action Requested: Set a Public Hearing for March 19, 2019 to consider Resolution 10284, which would authorize the City Manager to donate used equipment specifically (2) 1990 Freightliner/Luverne 1500 GPM engines VIN # 2FVH4LY91MV393719 (City ID 124-19) and 2FVH4LY98MV393720 9(City ID 125-19).

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/ not set) a public hearing on Resolution 10284 for March 19, 2019.

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

Staff Recommendation: Staff recommends that the City Commission set a public hearing on Resolution 10284 for March 19, 2019.

Summary: The City of Great Falls decommissioned two (2) 1990 Luverne Fire Engine in 2016 that are no longer capable of meeting the demands of an urban firefighting environment and should have been retired in 2010. One Engine VIN # 2FVH4LY91MV393719 (City ID 124-19) is proposed to be donated for parts because the transmission is inoperative. The second engine (2FVH4LY98MV393720 9(City ID 125-19)) is still operational and would serve Vaughn VFD as a Structure Engine.

The Vaughn Volunteer Fire Department (VFD) Fire Chief Jason McAllister advised the City that his department had a critical need for a fire engine to protect people and property in the fee area they serve. (See Attachment) He explained that they had no financial means of purchasing a new or used fire engine. The Fleet Manager and Fire Chief realized the benefit this vehicle would provide to the people served by Vaughn VFD. This small department provides fire protection services to the Town of Vaughn and to homes and businesses on the City’s Northern border.

Vaughn VFD jurisdiction adjoins the City and the departments have a Mutual Aid Agreement that has been exercised on several occasions. Therefore, the engine will not only serve in their jurisdiction but also still serve our community from time to time.

Background:

Staff recognized that the best use for this retired fire apparatus would be to donate the vehicle to a Community with a desperate need for a fire truck that has the pumping capacity to extinguish a structure Fire. The Vaughn VFD does not run near the calls for service that the City does so this older engine would serve their needs for years to come. Additionally, the engine used for parts, would help keep the serviceable engine available even longer.

Most importantly, the City's ability to donate these engines to one of our local communities will most certainly assist Vaughn VFD in protecting lives and lowering fire lose in their jurisdiction. This far outweighs any financial gain the City may or may not realize if we tried to sell these apparatus.

Fiscal Impact:

Due to the condition of these apparatus, the City would have a difficult time selling the vehicles. After spending time researching this, Staff found no other fire apparatus for sale of this age and condition as a comparable, but estimated the value (if it could be sold) at about \$1,500.00 for the parts vehicle and \$3,000.00 for the operational engine.

Alternatives:

Deny the resolution, that would leave Vaughn without a critically needed Fire Engine.

Concurrences:

City Fleet Manager, Doug Alm

Attachments/Exhibits:

Resolution No. 10284

Letter of Request from Vaughn Volunteer Fire Department, Fire Chief Jason McAllister.

RESOLUTION NO. 10284

A RESOLUTION APPROVING THE DONATION OF USED EQUIPMENT TO THE TOWN OF VAUGHN FOR USE BY THE VAUGHN VOLUNTEER FIRE & RESCUE DEPARTMENT

WHEREAS, pursuant to the Official Code of the City of Great Falls (OCCGF) 3.04.080, the City may sell, trade, grant, donate or lease for any period of time any real or personal property to a governmental entity by negotiation without an appraisal or advertising for bids. If, by grant or donation, the real or personal property must be retained for a direct or perpetual benefit or use. Requirements, as specified in Sections 3.04.010, 3.04.020 and 3.04.030 remain applicable; and

WHEREAS, Great Falls Fire Rescue has decommissioned two 1990 Freightliner/Luverne Fire Engines, Vehicle Identification Numbers: 2FVH4LY91MV393719 (City ID 124-19) and 2FVH4LY98MV393720 (City ID 125-19). The engines are no longer needed for use by Great Falls Fire Rescue at present or in the foreseeable future; and

WHEREAS, the Vaughn Volunteer Fire & Rescue Department has advised Great Falls Fire Rescue it has a critical need for a fire engine to protect homes and businesses in its district; and

WHEREAS, Vaughn Volunteer Fire & Rescue Department has no financial means of purchasing a new or used fire engine; and

WHEREAS, Vaughn Volunteer Fire & Rescue Department and Great Falls Fire Rescue have a mutual aid agreement to render fire, rescue and EMS services when requested. The fire engine would remain in the county and available for mutual aid assistance; and

WHEREAS, adoption of this resolution requires a four-fifths (4/5) vote of all the members of the City Commission pursuant to OCCGF 3.04.010. OCCGF 3.04.020 is not applicable as said personal property is not property held in trust for park purposes. Pursuant to the requirements of OCCGF 3.04.030, the Town of Vaughn shall pay the publication costs of the required notice of public hearing.

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

1. The donation of used equipment to be used for parts, specifically: one (1) 1990 Freightliner/Luverne Fire Engine, Vehicle Identification Number: 2FVH4LY91MV393719 (City ID 124-19), to the Town of Vaughn for use by the Vaughn Volunteer Fire & Rescue Department, is hereby approved; and
2. The donation of used equipment, specifically: one (1) 1990 Freightliner/Luverne Fire Engine, Vehicle Identification Number: 2FVH4LY98MV393720 (City ID 125-19), to the Town of Vaughn for use by the Vaughn Volunteer Fire & Rescue Department, is hereby approved; and

3. In return, the Town of Vaughn shall pay publication costs of the required notice of public hearing; and
4. Pursuant to the mutual aid agreement entered into between the Vaughn Volunteer Fire & Rescue Department and Great Falls Fire Rescue, the City ID 125-1 fire engine shall remain in the county and available for mutual aid assistance; and, City ID 124-1 fire engine shall be used for parts for City ID 125-1 fire engine.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this _____ day of March, 2019.

Bob Kelly, Mayor

ATTEST:

Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

Good Morning,

It is the understanding that City of Great Falls Has 2 Luverne Pumper Engines in inventory as surplus. 1 in operable condition and 1 for parts. At this time Vaughn Volunteer Fire Department is requesting donation of both units. Reason for request is to replace a Pumper Engine that has failed DOT inspection in December of 2018 and is permanently out of service and cannot be repaired at a reasonable cost within our budget due to the age of the unit. Vaughn Volunteer Fire Department operates on an annual budget of \$22,500 which is mostly expended on fuel, maintenance, equipment, and utilities to keep the station operational. With that stated it is not within our budget to replace our out of service pumper. As a fully active mutual aid partner to the City of Great Falls through Great Falls Fire Rescue we believe this donation would directly help both City of Great Falls citizens as well as Vaughn and many other community's throughout the state as Vaughn Volunteer Fire Department is a member of the State mutual aid and will respond anywhere in Montana if requested. Thank you for you continued support and consideration to this request.

Respectfully,

Jason McAllister
Fire Chief
Vaughn Volunteer Fire Department
(406)403-8774
mtfirerescue1@aol.com
P.O. Box 409
Vaughn, MT. 59487



Item: Resolution 10280 to annex a portion of a tract of land equaling +/- 6.254 acres legally described as Mark 7K, in Section 4, T20N, R4E P.M.M., Cascade County, Montana, and Ordinance 3195 to establish I-2 Heavy Industrial zoning.

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

Initiated By: Talcott Holdings Inc.

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

Action Requested: City Commission postponement of public hearing and establishment of a new public hearing for a date certain.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (approve/deny) the postponement of the public hearing to a date certain of March 19, 2019."

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

Summary: The applicant, Talcott Holdings Inc., has requested annexation and establishment of zoning for a 6.254 acre parcel in the county. The City Commission accepted Ordinance 3195 on first reading on December 18, 2018. The public hearing was set for January 15, 2019. At the request of the applicant, the January 15, 2019 public hearing was postponed to a date certain of February 19, 2019. The applicant has once again requested to postpone the public hearing to a date certain of March 19, 2019. Due to this request, the original postponement for public hearing for February 19, 2019, was not published in the *Great Falls Tribune* and neighborhood notices were not sent out.



Item: Resolution 10279 to Re-Create Business Improvement District within the City of Great Falls.

From: Judy Burg, Taxes and Assessments

Initiated By: Business Improvement Board of Directors

Presented By: Melissa Kinzler, Finance Director

Action Requested: Conduct Public Hearing and adopt Resolution 10279.

Public Hearing:

1. Mayor conducts public hearing, calling three times each for opponents and proponents.
 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 10279 to Re-Create the Business Improvement District.”
 2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
-

Staff Recommendation: Staff recommends the City Commission adopt Resolution 10279 to Re-Create the Business Improvement District (BID).

Summary: The City Commission is authorized by Mont. Code Ann. §§7-12-1101-1144 to create a business improvement district for the purpose of promoting the health, safety, prosperity, security, and general welfare of the inhabitants of the district and to provide special benefit to the property owners located within the boundaries of said district. The goal of the BID is to maintain, beautify, and stimulate development in Great Falls’ historic downtown district.

The BID in the City of Great Falls was originally created in May 1989, re-created in July 1999, and in July 2009. Mont. Code Ann. §7-12-1141 specifies that the BID shall not be for a period longer than ten (10) years unless the duration of the district is extended in compliance with the provisions for the creation of the district.

The City of Great Falls was presented with petitions/ballots signed by 82.75% of the property owners within the district asking for the re-creation of the BID. This percentage more than exceeded the statutorily required more than 60% of the area of the property of the property owners asking for re-creation. On January 15, 2019, the City Commission adopted Resolution 10278 Intention of the City Commission to Re-Create the Business Improvement District (BID).

The property owners within the district as listed on the attached Exhibit “C,” were given a fifteen (15) day protest period following the first publication of the Legal Notice to re-create the district. During the fifteen (15) day protest period, one protest was received by the City Clerk’s office which resulted in a 0.22% protest against the district as shown on the attached Exhibit “A.” One protest was received in the mail by the City Clerk’s office on February 5, 2019 from Marjorie Bensley, which was past the protest period timeframe. If this protest would have been received timely, it would have brought the percentage up to 1%.

The boundary lines of the BID district are outlined on the attached Exhibit “B.”

Fiscal Impact: The assessment for the costs of benefits and operating the BID will be placed upon all lots or parcels of land within the BID boundaries, with the exception of parcels owned by the City of Great Falls (Parcels numbered: 158200, 160750, 161950, 191200, 19185, 192000, 193500, 194000, 1886100, 1887600 and 1888304) and owned by Cascade County (Parcel numbered: 194100) as long as the City and County remain owners of said parcels.

The assessment formula presented to the property owners and recommended to the City Commission is as follows:

- a flat fee of \$200.00 for each lot or parcel;
- a flat fee of \$50.00 for each lot or parcel with a designated Land Use Code of 125 which is a Residential Condominium;
- an assessment of \$.00165 times the market valuation as provided for by the Montana State Legislature; and
- an assessment of \$.015 times the square footage of the land area.

Alternatives: The City Commission could choose to not adopt Resolution 10279 and thereby deny the Re-Creation of the Business Improvement District (BID).

Concurrences: Representatives from the Finance Department have been assisting the property owners and the BID Board of Directors on the re-creation and approval process

Attachments/Exhibits:

Resolution 10279

Exhibit “A”, BID Protest Percentages

Exhibit “B”, Map of BID Boundaries

Exhibit “C”, List of property owners within the District

RESOLUTION 10279

A RESOLUTION TO RE-CREATE THE BUSINESS IMPROVEMENT DISTRICT WITHIN THE CITY OF GREAT FALLS, MONTANA

WHEREAS, the City Commission of the City of Great Falls, duly and regularly passed and adopted Resolution No. 10278 on the 15th day of January, 2019, a Resolution of Intent to Re-Create the Business Improvement District which is now on file in the office of the City Clerk and to which reference is hereby made; and

WHEREAS, the City Commission caused notice of the intent of passage of Resolution of Intent 10278 to be published in the Great Falls Tribune, a newspaper of regular distribution published in the City of Great Falls, Montana, in the manner and form and during the period as required by law and also caused the City Clerk on the 18th day of January, 2019, that being the day of the first publication of the notice, to mail to each person, firm, corporation, or a known agent thereof, having property within the District subject to the District assessment, listed in his or her name upon the last completed assessment roll for state, county and school district taxes, at his or her last-known address, a notice of the passage of the Resolution of Intent 10278, and in the form and manner prescribed by law; and

WHEREAS, the City Commission having this day met in regular session, at the time and place fixed and mentioned in the Resolution of Intent 10278 and in said notices for a public hearing, and the passing upon protests against the re-creation of the proposed District therein; and the Commission having fully heard and considered all of such protests and other testimony; and

WHEREAS, in accordance with Mont. Code Ann. § 7-12-1102, the City Commission has determined that this purpose promotes the health, safety, prosperity, security and general welfare of the inhabitants of the district and to provide special benefits to the property owners located within the boundaries of said district.

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

1. That the City Commission does hereby re-create the Business Improvement District pursuant to Mont. Code Ann. § 7-12-1101, et seq., for the purposes and with the powers provided for in State Statutes. The Business Improvement District shall be named Great Falls Business Improvement District. The duration of the Great Falls Business Improvement District shall be for a period of ten (10) years from February 19, 2019.

2. The City Commission does hereby find and determine that the protests and each of them made against the re-creation of the District are and the same are hereby declared insufficient.

3. The boundaries of the District shall be the same as described in the Resolution of Intent 10278 to which reference is hereby made for a particular description thereof.

4. On Tuesday, February 19, 2019, in the City Commission Chambers, in the Civic Center, Great Falls, MT at 7:00 p.m., the City Commission conducted a public hearing to consider re-creation of the Business Improvement District. At that time, the City Commission provided any property owner, or known agent thereof, with the opportunity to comment either for or against the creation of said district, and concluded there were insufficient protest to prevent the re-creation of the District.

PASSED AND ADOPTED by the Commission of the City of Great Falls, Montana, on this 19th day of February, 2019.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

**BUSINESS IMPROVEMENT DISTRICT
RENEWAL PROTEST PROCEEDINGS
RESOLUTION 10279 - EXHIBIT "A"**

PARCEL NO.	PROPERTY OWNER	FOLLOWING 15-DAY PROTEST PERIOD									
		2019 PROTESTS Yes(1)	TAXABLE VALUATION TOTAL	Footprint %	Percentage Needed ≥ 50%	TOTAL SQ.FT.	Footprint %	Percentage Needed ≥ 50%	TBID ANNUAL ASSESSMENT	Footprint %	Percentage Needed ≥ 50%
1	156750 CHS INC		11,776	0.50%	0.00%	15,000	0.57%	0.00%	1,453.11	0.59%	0.00%
2	156950 SEVENS PRIME LLC		13,825	0.59%	0.00%	37,500	1.42%	0.00%	1,969.48	0.80%	0.00%
3	157400 COX DOUGLAS J & KENT D		3,695	0.16%	0.00%	7,500	0.28%	0.00%	635.07	0.26%	0.00%
4	157450 517 LLC		11,720	0.50%	0.00%	15,000	0.57%	0.00%	1,448.18	0.59%	0.00%
5	157500 RYSTED PETE		5,186	0.22%	0.00%	11,250	0.43%	0.00%	821.51	0.33%	0.00%
6	157600 KUNZ JASON R		2,537	0.11%	0.00%	3,750	0.14%	0.00%	477.76	0.19%	0.00%
7	157650 BRANDENBERGER NED R & JENNIFER		1,616	0.07%	0.00%	3,750	0.14%	0.00%	397.33	0.16%	0.00%
8	157750 EASTER SEALS GOODWILL N ROCKY MTN INC		-	0.00%	0.00%	22,500	0.85%	0.00%	5,438.83	2.20%	0.00%
9	157810 EASTER SEALS GOODWILL N ROCKY MTN INC		4,203	0.18%	0.00%	7,500	0.28%	0.00%	679.42	0.28%	0.00%
10	157850 MOUNTAIN STATES TELEPHONE & TELEGRAPH CO		-	0.00%	0.00%	22,500	0.85%	0.00%	-	0.00%	0.00%
11	158100 THE PENNANT BUILDING LLC		14,426	0.61%	0.00%	7,509	0.28%	0.00%	1,572.08	0.64%	0.00%
12	158150 HANSON MICHAEL		6,131	0.26%	0.00%	7,507	0.28%	0.00%	847.87	0.34%	0.00%
13	158200 CITY OF GREAT FALLS		-	0.00%	0.00%	18,339	0.69%	0.00%	-	0.00%	0.00%
14	158250 DESCHENES GARY S ETAL		9,230	0.39%	0.00%	4,200	0.16%	0.00%	1,068.86	0.43%	0.00%
15	158300 CULVER FRANKLIN D ETAL		1,716	0.07%	0.00%	15,037	0.57%	0.00%	575.39	0.23%	0.00%
16	158350 POSTAL SERVICE		-	0.00%	0.00%	52,500	1.99%	0.00%	-	0.00%	0.00%
17	158950 TIGER SPRING PROPERTIES		29,354	1.25%	0.00%	15,000	0.57%	0.00%	2,987.62	1.21%	0.00%
18	159150 CAMBRIDGE INVESTORS ONE LP		33,608	1.43%	0.00%	37,546	1.42%	0.00%	3,697.22	1.50%	0.00%
19	159225 BUCHANAN-BYRNE BUILDING PARTNERSHIP		22,837	0.97%	0.00%	22,500	0.85%	0.00%	2,531.20	1.03%	0.00%
20	159450 REDEAU NICK & VERONICA		4,670	0.20%	0.00%	7,500	0.28%	0.00%	720.22	0.29%	0.00%
21	159500 RAMSEY ANN C		4,757	0.20%	0.00%	11,250	0.43%	0.00%	784.06	0.32%	0.00%
22	159550 BENSLEY MARJORIE M		817	0.03%	0.00%	3,750	0.14%	0.00%	327.53	0.13%	0.00%
23	159600 BENSLEY MARJORIE M		1,242	0.05%	0.00%	3,750	0.14%	0.00%	364.66	0.15%	0.00%
24	159650 BENSLEY MARJORIE		2,448	0.10%	0.00%	3,750	0.14%	0.00%	469.93	0.19%	0.00%
25	159700 MONTANA ACTORS THEATRE INC		-	0.00%	0.00%	3,750	0.14%	0.00%	856.01	0.35%	0.00%
26	159725 BUCHANAN BYRNE BUILDING PARTNERSHIP		1,345	0.06%	0.00%	11,295	0.43%	0.00%	486.88	0.20%	0.00%
27	159735 BUCHANAN-BYRNE BUILDING PARTNERSHIP		4,844	0.21%	0.00%	7,500	0.28%	0.00%	735.40	0.30%	0.00%
28	159800 RELIGIOUS CONGRATATION OF BERLINER CONG		32,130	1.36%	0.00%	52,490	1.99%	0.00%	3,792.35	1.54%	0.00%
29	159850 DAVIDSON INVESTMENT PARTNERSHIP LLP		166,042	7.04%	0.00%	67,500	2.55%	0.00%	15,708.25	6.36%	0.00%
30	160200 21 3RD ST N LLC		22,315	0.95%	0.00%	22,500	0.85%	0.00%	2,485.66	1.01%	0.00%
31	160300 EKLUNDS APPLIANCE & TV		12,716	0.54%	0.00%	15,000	0.57%	0.00%	1,535.15	0.62%	0.00%
32	160450 DIEGEL THOMAS A ETAL		11,786	0.50%	0.00%	15,000	0.57%	0.00%	1,453.94	0.59%	0.00%
33	160500 321 ASSOCIATES LLC		54,312	2.30%	0.00%	15,000	0.57%	0.00%	5,166.52	2.09%	0.00%
34	160550 LERAY PROPERTIES LLC		7,785	0.33%	0.00%	7,500	0.28%	0.00%	992.14	0.40%	0.00%
35	160600 MARSH DOUG & DAWN		6,976	0.30%	0.00%	7,500	0.28%	0.00%	921.52	0.37%	0.00%
36	160650 BECKMANS BUILDING LLC		6,974	0.30%	0.00%	7,500	0.28%	0.00%	921.35	0.37%	0.00%
37	160750 CITY OF GREAT FALLS		-	0.00%	0.00%	37,528	1.42%	0.00%	-	0.00%	0.00%
38	160900 STOCKMAN BANK OF MONTANA		5,783	0.25%	0.00%	15,000	0.57%	0.00%	929.83	0.38%	0.00%
39	160950 GARDNER & BALTHAZAR ENTERPRISES LLP		7,762	0.33%	0.00%	15,000	0.57%	0.00%	1,102.66	0.45%	0.00%
40	161050 HACKETT GARRY L & CHERYL D		10,476	0.44%	0.00%	7,500	0.28%	0.00%	1,592.90	0.65%	0.00%
41	161100 KAUFMAN MARY ANN & IRA M JR		7,653	0.32%	0.00%	7,500	0.28%	0.00%	980.59	0.40%	0.00%

**BUSINESS IMPROVEMENT DISTRICT
RENEWAL PROTEST PROCEEDINGS
RESOLUTION 10279 - EXHIBIT "A"**

			FOLLOWING 15-DAY PROTEST PERIOD								
PARCEL NO.	PROPERTY OWNER	2019 PROTESTS	TAXABLE VALUATION	Percentage Needed		TOTAL	Percentage Needed		TBID ANNUAL ASSESSMENT	Percentage Needed	
		Yes(1)	TOTAL	Footprint %	≥ 50%	SQ.FT.	Footprint %	≥ 50%		Footprint %	≥ 50%
42	161150 LEE ALAN B		2,716	0.12%	0.00%	3,750	0.14%	0.00%	493.36	0.20%	0.00%
43	161200 ENGE RICHARD C		1,969	0.08%	0.00%	3,750	0.14%	0.00%	428.11	0.17%	0.00%
44	161250 BIG BROTHERS HOLDING COMPANY LLC		6,517	0.28%	0.00%	7,500	0.28%	0.00%	881.42	0.36%	0.00%
45	161300 STOCKMAN BANK OF MONTANA		33,842	1.44%	0.00%	15,000	0.57%	0.00%	3,379.44	1.37%	0.00%
46	161450 MASON MARILYN ETAL		2,792	0.12%	0.00%	3,750	0.14%	0.00%	499.97	0.20%	0.00%
47	161600 LITTLE WILLIAM L & SHONNA L		13,081	0.55%	0.00%	22,500	0.85%	0.00%	1,679.47	0.68%	0.00%
48	161650 SILVER STATE PARTNERS LLC		13,789	0.58%	0.00%	11,250	0.43%	0.00%	1,572.59	0.64%	0.00%
49	161700 MONTANA TIMES SQUARE LLC		15,815	0.67%	0.00%	22,500	0.85%	0.00%	1,918.22	0.78%	0.00%
50	161750 EVERSON VICKI S		7,146	0.30%	0.00%	7,500	0.28%	0.00%	936.37	0.38%	0.00%
51	161800 HACKETT GARRY L & CHERYL D		5,022	0.21%	0.00%	15,000	0.57%	0.00%	863.41	0.35%	0.00%
52	161950 CITY OF GREAT FALLS		-	0.00%	0.00%	52,520	1.99%	0.00%	-	0.00%	0.00%
53	162050 JOSCO PROPERTIES INC		24,613	1.04%	0.00%	15,000	0.57%	0.00%	2,573.80	1.04%	0.00%
54	162100 LEMIRE LESLIE		3,308	0.14%	0.00%	7,500	0.28%	0.00%	601.25	0.24%	0.00%
55	162150 LARSON EDWARD L		2,349	0.10%	0.00%	4,500	0.17%	0.00%	472.60	0.19%	0.00%
56	162200 LARSON EDWARD L		1,549	0.07%	0.00%	3,000	0.11%	0.00%	380.30	0.15%	0.00%
57	162250 HACKETT GARRY L & CHERYL D		10,873	0.46%	0.00%	7,500	0.28%	0.00%	1,641.41	0.66%	0.00%
58	162300 ROCKY MTN BLDG DEVELOPMENT VENTURE LLC		1,460	0.06%	0.00%	15,000	0.57%	0.00%	707.25	0.29%	0.00%
59	189100 STROMBERG ROBERT C & MARY D		40,678	1.73%	0.00%	45,000	1.70%	0.00%	4,426.30	1.79%	0.00%
60	189150 MURPHY REAL ESTATE LLC		13,498	0.57%	0.00%	7,500	0.28%	0.00%	1,490.93	0.60%	0.00%
61	189200 KISER PROPERTIES LLC		3,449	0.15%	0.00%	7,500	0.28%	0.00%	613.63	0.25%	0.00%
62	189250 SPENCER TIMOTHY W		3,027	0.13%	0.00%	3,750	0.14%	0.00%	520.53	0.21%	0.00%
63	189300 NORDRUM ORVILLE M & JOSEPHINE A		2,031	0.09%	0.00%	3,750	0.14%	0.00%	433.59	0.18%	0.00%
64	189350 HARRIS DORIS J		3,090	0.13%	0.00%	3,750	0.14%	0.00%	526.03	0.21%	0.00%
65	189400 HAUGEN LESLIE N & V ARLENE		3,078	0.13%	0.00%	3,750	0.14%	0.00%	524.98	0.21%	0.00%
66	189450 SPENCER TIMOTHY		5,382	0.23%	0.00%	7,500	0.28%	0.00%	782.40	0.32%	0.00%
67	189500 CENTER FOR MENTAL HEALTH INC OF GF MT		-	0.00%	0.00%	15,000	0.57%	0.00%	1,720.25	0.70%	0.00%
68	189550 CENTER FOR MENTAL HEALTH INC OF GF MT		-	0.00%	0.00%	7,500	0.28%	0.00%	1,248.05	0.51%	0.00%
69	189700 FLY AWAY LLC		6,118	0.26%	0.00%	15,000	0.57%	0.00%	959.11	0.39%	0.00%
70	189750 SCHUBARTH SANDRA		6,541	0.28%	0.00%	7,500	0.28%	0.00%	883.56	0.36%	0.00%
71	189800 NOISHT PROPERTIES LLC		5,097	0.22%	0.00%	7,500	0.28%	0.00%	757.51	0.31%	0.00%
72	189850 HEISHMAN CARL D ETAL		7,127	0.30%	0.00%	7,500	0.28%	0.00%	934.66	0.38%	0.00%
73	189900 ELMORE ROBERTS LLC		32,260	1.37%	0.00%	15,000	0.57%	0.00%	4,367.84	1.77%	0.00%
74	190000 BOLAND MARGUERITE D		833	0.04%	0.00%	566	0.02%	0.00%	281.26	0.11%	0.00%
75	190050 KEILMAN & TRUNKLE ENTERPRISES LLC		5,033	0.21%	0.00%	5,535	0.21%	0.00%	722.42	0.29%	0.00%
76	190150 ELMORE ROBERTS LLC		1,031	0.04%	0.00%	7,500	0.28%	0.00%	402.47	0.16%	0.00%
77	190200 ELMORE ROBERTS LLC		1,031	0.04%	0.00%	7,500	0.28%	0.00%	402.47	0.16%	0.00%
78	190250 CENTER FOR MENTAL HEALTH		-	0.00%	0.00%	7,500	0.28%	0.00%	1,224.18	0.50%	0.00%
79	190350 MADILL JASON C & TAMARA L		24,781	1.05%	0.00%	67,500	2.55%	0.00%	3,375.98	1.37%	0.00%
80	190450 MONTANA LANDWORKS LLC		6,729	0.29%	0.00%	7,500	0.28%	0.00%	899.94	0.36%	0.00%
81	190500 GREAT FALLS CENTRAL LLC		5,691	0.24%	0.00%	3,750	0.14%	0.00%	753.07	0.30%	0.00%
82	190550 LOVAAS KRISTEN L		8,082	0.34%	0.00%	11,250	0.43%	0.00%	1,074.29	0.44%	0.00%

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		2019 PROTESTS Yes(1)	TAXABLE VALUATION TOTAL	Percentage Needed Footprint %	Percentage Needed ≥ 50%	TOTAL SQ.FT.	Percentage Needed Footprint %	Percentage Needed ≥ 50%	TBID ANNUAL ASSESSMENT	Percentage Needed Footprint %	Percentage Needed ≥ 50%
83	190600 M & L RENTALS LLC		19,866	0.84%	0.00%	7,500	0.28%	0.00%	1,504.19	0.61%	0.00%
84	190650 SEMANSKY JOHN S & LISA SWAN		3,044	0.13%	0.00%	3,750	0.14%	0.00%	521.96	0.21%	0.00%
85	190700 WONG MING & SU		4,171	0.18%	0.00%	3,750	0.14%	0.00%	620.41	0.25%	0.00%
86	190800 FIRST BUILDING CORPORATION		2,034	0.09%	0.00%	22,500	0.85%	0.00%	715.08	0.29%	0.00%
87	190950 ATLANTIC FINANCIAL GROUP LTD		123,194	5.23%	0.00%	-	0.00%	0.00%	10,955.03	4.44%	0.00%
88	191050 ALLEY STEPHEN J		11,265	0.48%	0.00%	15,000	0.57%	0.00%	1,801.76	0.73%	0.00%
89	191100 WHITE BELLY PROPERTIES LLC		10,448	0.44%	0.00%	7,492	0.28%	0.00%	1,224.50	0.50%	0.00%
90	191150 JOVICK LEPARD LLC		13,748	0.58%	0.00%	7,500	0.28%	0.00%	1,512.71	0.61%	0.00%
91	191200 CITY OF GREAT FALLS		-	0.00%	0.00%	37,520	1.42%	0.00%	-	0.00%	0.00%
92	191300 FIRST NATIONAL BANK		1,856	0.08%	0.00%	15,000	0.57%	0.00%	587.00	0.24%	0.00%
93	191400 RICHARDS PHILLIP		10,497	0.45%	0.00%	15,000	0.57%	0.00%	1,341.41	0.54%	0.00%
94	191450 TOVSON LLC		5,363	0.23%	0.00%	7,500	0.28%	0.00%	780.71	0.32%	0.00%
95	191500 JJS WORLD ENTERPRISES LLC		22,680	0.96%	0.00%	30,000	1.14%	0.00%	2,630.00	1.07%	0.00%
96	191550 FIRST NATIONAL BANK		18,634	0.79%	0.00%	52,500	1.99%	0.00%	2,614.34	1.06%	0.00%
97	191600 MONTANA INSTITUTE OF FAMILY LIVING		809	0.03%	0.00%	22,500	0.85%	0.00%	6,626.60	2.68%	0.00%
98	191700 MURPHY REAL ESTATE LLC		12,332	0.52%	0.00%	18,750	0.71%	0.00%	1,557.88	0.63%	0.00%
99	191750 MURPHY TIMOTHY M & DEBORAH S		2,438	0.10%	0.00%	11,250	0.43%	0.00%	581.60	0.24%	0.00%
100	191850 CITY OF GREAT FALLS		-	0.00%	0.00%	15,006	0.57%	0.00%	-	0.00%	0.00%
101	191950 MONTANA INSTITUTE OF FAMILY LIVING		-	0.00%	0.00%	15,000	0.57%	0.00%	559.00	0.23%	0.00%
102	192000 CITY OF GREAT FALLS		-	0.00%	0.00%	22,500	0.85%	0.00%	-	0.00%	0.00%
103	192100 BLANKENSHIP BOBBI		28,172	1.20%	0.00%	15,333	0.58%	0.00%	2,889.49	1.17%	0.00%
104	192150 GLACIER STATE ELECTRIC SUPPLY COMPANY		10,843	0.46%	0.00%	11,250	0.43%	0.00%	1,315.36	0.53%	0.00%
105	192200 ARVON BLOCK DEVELOPMENT VENTURE LLC		1,173	0.05%	0.00%	11,237	0.43%	0.00%	6,294.37	2.55%	0.00%
106	192300 MURPHY REAL ESTATE LLC		50,233	2.13%	0.00%	15,000	0.57%	0.00%	4,810.45	1.95%	0.00%
107	192350 WEIGAND JOHN W & PEGGY LOU ETAL		15,804	0.67%	0.00%	15,000	0.57%	0.00%	1,804.73	0.73%	0.00%
108	192450 JENNINGS LAND LIMITED PARTNERSHIP		2,810	0.12%	0.00%	7,500	0.28%	0.00%	557.83	0.23%	0.00%
109	192500 BAROCH SUSAN M ETAL		7,094	0.30%	0.00%	20,016	0.76%	0.00%	1,119.56	0.45%	0.00%
110	192700 MURPHY REAL ESTATE LLC		3,841	0.16%	0.00%	46,241	1.75%	0.00%	1,228.92	0.50%	0.00%
111	192850 MURPHY REAL ESTATE LLC		6,357	0.27%	0.00%	6,229	0.24%	0.00%	848.43	0.34%	0.00%
112	192950 LAWYERS GUNS & MONEY LLC		1,001	0.04%	0.00%	9,017	0.34%	0.00%	2,251.07	0.91%	0.00%
113	193050 CTA BUILDING LLP		50,691	2.15%	0.00%	12,606	0.48%	0.00%	4,814.56	1.95%	0.00%
114	193100 CTA BUILDING LLP ETAL		450	0.02%	0.00%	1,800	0.07%	0.00%	266.25	0.11%	0.00%
115	193150 KELMAN ZOLLIE ETAL		5,820	0.25%	0.00%	14,100	0.53%	0.00%	919.63	0.37%	0.00%
116	193200 KELMAN ZOLLIE ETAL		15,422	0.65%	0.00%	15,000	0.57%	0.00%	1,771.40	0.72%	0.00%
117	193250 THIRD STREET BUILDING EST LLC		11,340	0.48%	0.00%	7,500	0.28%	0.00%	1,302.50	0.53%	0.00%
118	193300 ROTHSCILLER VERNON		6,974	0.30%	0.00%	7,500	0.28%	0.00%	921.35	0.37%	0.00%
119	193350 FERRIN WILLIAM E & MARY SUZANNE TRUST		6,388	0.27%	0.00%	7,500	0.28%	0.00%	870.20	0.35%	0.00%
120	193450 GREAT FALLS TRANSIT DISTRICT		-	0.00%	0.00%	15,000	0.57%	0.00%	978.54	0.40%	0.00%
121	193500 CITY OF GREAT FALLS		-	0.00%	0.00%	15,024	0.57%	0.00%	-	0.00%	0.00%
122	193550 GREAT FALLS RESCUE MISSION		-	0.00%	0.00%	15,000	0.57%	0.00%	1,640.34	0.66%	0.00%
123	193650 FERRIN WILLIAM E & MARY SUZANNE TRUST		5,852	0.25%	0.00%	7,500	0.28%	0.00%	823.34	0.33%	0.00%

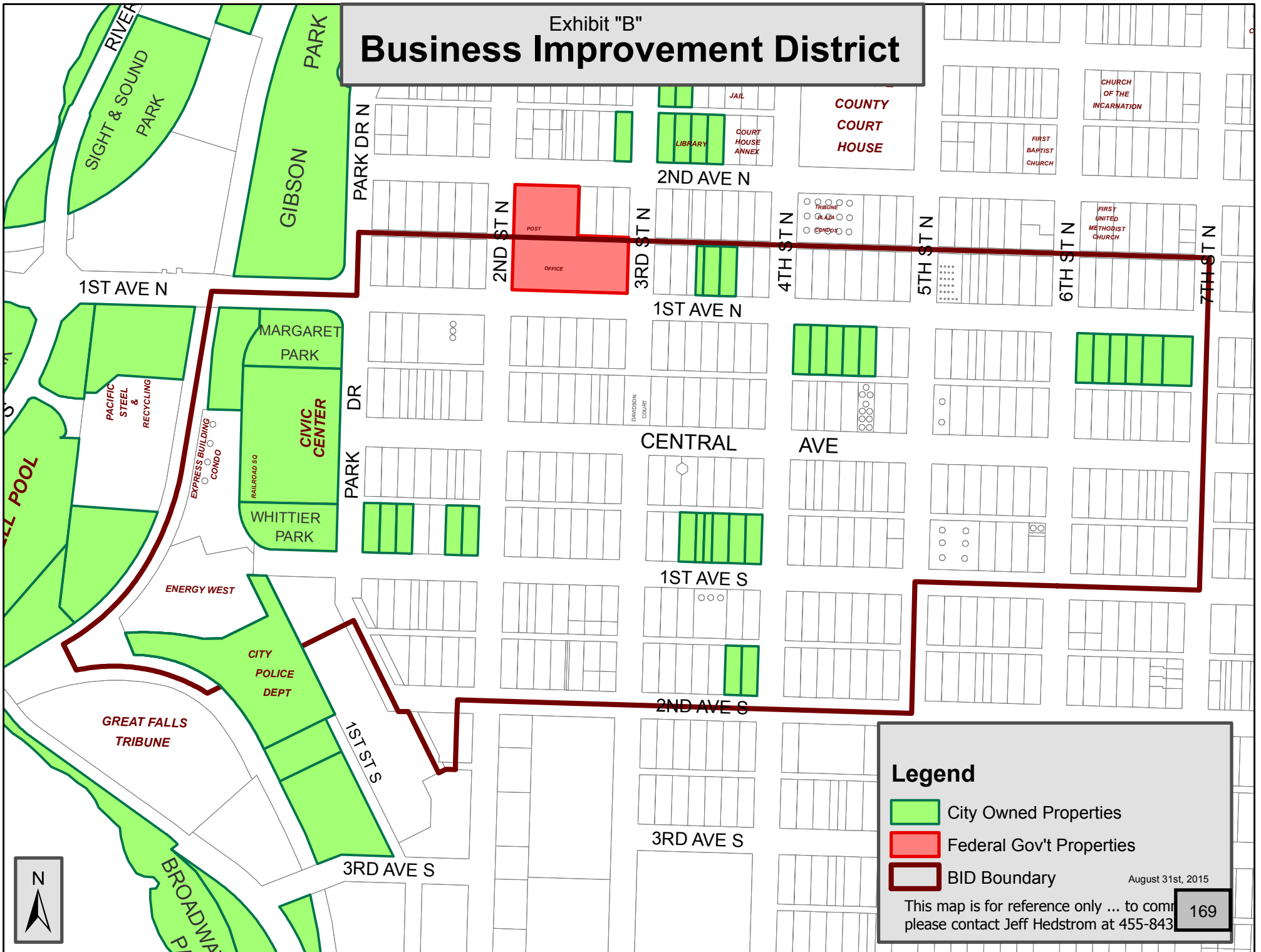
**BUSINESS IMPROVEMENT DISTRICT
RENEWAL PROTEST PROCEEDINGS
RESOLUTION 10279 - EXHIBIT "A"**

PARCEL NO.	PROPERTY OWNER	FOLLOWING 15-DAY PROTEST PERIOD									
		2019 PROTESTS	TAXABLE VALUATION	Percentage Needed		TOTAL	Percentage Needed		TBID ANNUAL	Percentage Needed	
		Yes(1)	TOTAL	Footprint %	≥ 50%	SQ.FT.	Footprint %	≥ 50%	ASSESSMENT	Footprint %	≥ 50%
124	193700 INTERMOUNTAIN MANAGEMENT & MARKETING INC		1,744	0.07%	0.00%	15,000	0.57%	0.00%	577.26	0.23%	0.00%
125	193900 NEIGHBORHOOD HOUSING SERVICES INC		1,144	0.05%	0.00%	7,500	0.28%	0.00%	412.38	0.17%	0.00%
126	193950 PLACID RENTALS LLC		4,629	0.20%	0.00%	15,000	0.57%	0.00%	829.15	0.34%	0.00%
127	194000 CITY OF GREAT FALLS		-	0.00%	0.00%	22,500	0.85%	0.00%	-	0.00%	0.00%
128	194100 CASCADE COUNTY ETAL		-	0.00%	0.00%	60,000	2.27%	0.00%	5,037.23	2.04%	0.00%
129	224650 PORTNEY ABBY KELMAN		10,282	0.44%	0.00%	19,483	0.74%	0.00%	1,389.85	0.56%	0.00%
130	616200 STAM TODD R		-	0.00%	0.00%	10,900	0.41%	0.00%	-	0.00%	0.00%
131	616205 STAM TODD R ETAL		3,348	0.14%	0.00%	574	0.02%	0.00%	500.88	0.20%	0.00%
132	616210 FRANK-PLUMLEE KAREN V & ROBERT P		2,410	0.10%	0.00%	450	0.02%	0.00%	349.63	0.14%	0.00%
133	616215 HAGAN ROGER A		1,819	0.08%	0.00%	308	0.01%	0.00%	275.89	0.11%	0.00%
134	616220 ROBERTS AARON P		1,770	0.08%	0.00%	291	0.01%	0.00%	269.69	0.11%	0.00%
135	616225 WORKMAN THOMAS R		2,484	0.11%	0.00%	500	0.02%	0.00%	359.28	0.15%	0.00%
136	616230 JOHNSTON JOHN T & ANGELA L		2,411	0.10%	0.00%	476	0.02%	0.00%	350.07	0.14%	0.00%
137	616235 ROY RUSSEL E & GWEN E		2,378	0.10%	0.00%	469	0.02%	0.00%	345.95	0.14%	0.00%
138	616240 TAMCKE JANET A ETAL		1,702	0.07%	0.00%	268	0.01%	0.00%	261.10	0.11%	0.00%
139	616245 RAWLINS MICHAEL S		2,177	0.09%	0.00%	416	0.02%	0.00%	320.83	0.13%	0.00%
140	616250 STAM TODD R		4,387	0.19%	0.00%	608	0.02%	0.00%	592.17	0.24%	0.00%
141	616255 STAM TODD R		1,961	0.08%	0.00%	311	0.01%	0.00%	375.94	0.15%	0.00%
142	616260 STAM TODD R		3,321	0.14%	0.00%	441	0.02%	0.00%	496.52	0.20%	0.00%
143	616265 STAM TODD R		2,719	0.12%	0.00%	444	0.02%	0.00%	444.10	0.18%	0.00%
144	616270 SICK PROPERTIES LLC		3,618	0.15%	0.00%	574	0.02%	0.00%	524.46	0.21%	0.00%
145	616275 UNDERWOOD JASON M		2,357	0.10%	0.00%	450	0.02%	0.00%	343.23	0.14%	0.00%
146	616280 DIAMOND R ELAINE ETAL		2,720	0.12%	0.00%	549	0.02%	0.00%	388.71	0.16%	0.00%
147	616285 WILSON CANDICE & LAURANCE WILSON		2,349	0.10%	0.00%	444	0.02%	0.00%	342.14	0.14%	0.00%
148	616290 YEON JENEE S		2,241	0.10%	0.00%	417	0.02%	0.00%	328.56	0.13%	0.00%
149	616295 ROBERTS DUSTIN E		2,568	0.11%	0.00%	509	0.02%	0.00%	369.64	0.15%	0.00%
150	616300 SUK JONG HOON		2,184	0.09%	0.00%	416	0.02%	0.00%	321.73	0.13%	0.00%
151	616305 QUINN SUSAN E		2,720	0.12%	0.00%	549	0.02%	0.00%	388.71	0.16%	0.00%
152	616310 EULTGEN DARREN & CINDY		2,349	0.10%	0.00%	444	0.02%	0.00%	342.14	0.14%	0.00%
153	616315 EULTGEN DARREN & DINCY		2,235	0.09%	0.00%	417	0.02%	0.00%	327.87	0.13%	0.00%
154	616320 LYNES RANDY R		2,568	0.11%	0.00%	509	0.02%	0.00%	369.64	0.15%	0.00%
155	616325 FITLE DEREK J		2,177	0.09%	0.00%	416	0.02%	0.00%	320.90	0.13%	0.00%
156	617100 WILLIAMS DONALD E TRUST ETAL		23,513	1.00%	0.00%	6,665	0.25%	0.00%	2,352.65	0.95%	0.00%
157	617101 501 PLAZA CONDO		-	0.00%	0.00%	6,980	0.26%	0.00%	-	0.00%	0.00%
158	617150 WARD KRAIG ALLAN		2,461	0.10%	0.00%	871	0.03%	0.00%	510.40	0.21%	0.00%
159	620650 A & J PROPERTIES LP		2,459	0.10%	0.00%	3,615	0.14%	0.00%	468.86	0.19%	0.00%
160	620660 WILSON TOM	1	3,116	0.13%	0.13%	4,574	0.17%	0.17%	540.60	0.22%	0.22%
161	620670 QHG LLP		4,658	0.20%	0.00%	6,839	0.26%	0.00%	709.18	0.29%	0.00%
162	628625 SEIDLITZ JOHN E JR & PAMELA		1,559	0.07%	0.00%	713	0.03%	0.00%	346.82	0.14%	0.00%
163	628630 CORDEIRO, CHRIS A		1,559	0.07%	0.00%	713	0.03%	0.00%	346.82	0.14%	0.00%
164	647400 A&E RENTALS LLC		10,257	0.44%	0.00%	10,336	0.39%	0.00%	1,250.50	0.51%	0.00%

**BUSINESS IMPROVEMENT DISTRICT
RENEWAL PROTEST PROCEEDINGS
RESOLUTION 10279 - EXHIBIT "A"**

			FOLLOWING 15-DAY PROTEST PERIOD								
PARCEL NO.	PROPERTY OWNER	2019 PROTESTS	TAXABLE VALUATION	Percentage Needed		TOTAL	Percentage Needed		TBID ANNUAL ASSESSMENT	Percentage Needed	
		Yes(1)	TOTAL	Footprint %	≥ 50%	SQ.FT.	Footprint %	≥ 50%	ASSESSMENT	Footprint %	≥ 50%
165	647402 UAZ BUILDING PARTNERSHIP		6,797	0.29%	0.00%	4,386	0.17%	0.00%	859.13	0.35%	0.00%
166	647404 RAILROAD SQUARE LLC		10,550	0.45%	0.00%	11,903	0.45%	0.00%	1,299.58	0.53%	0.00%
167	647406 UAZ BUILDING PARTNERSHIP		6,913	0.29%	0.00%	4,699	0.18%	0.00%	874.06	0.35%	0.00%
168	650000 MARTIN SCHULKE & ST JOHN LLP		-	0.00%	0.00%	29,250	1.11%	0.00%	-	0.00%	0.00%
169	650100 MARTIN SCHULKE & ST JOHN LLP		7,656	0.32%	0.00%	10,000	0.38%	0.00%	1,018.44	0.41%	0.00%
170	650200 MARTIN SCHULKE & ST JOHN LLP		7,656	0.32%	0.00%	10,000	0.38%	0.00%	1,018.44	0.41%	0.00%
171	650300 MARTIN SCHULKE & ST JOHN LLP		7,656	0.32%	0.00%	10,000	0.38%	0.00%	1,018.44	0.41%	0.00%
172	651010 MEYER KATTIE & KIRKLEN A		6,167	0.26%	0.00%	936	0.04%	0.00%	752.44	0.30%	0.00%
173	651020 MONTCARE INC		634	0.03%	0.00%	588	0.02%	0.00%	264.21	0.11%	0.00%
174	651030 CONNER DENNIS & JANIS		1,689	0.07%	0.00%	542	0.02%	0.00%	355.64	0.14%	0.00%
175	651040 TRIPP LESLIE		4,018	0.17%	0.00%	560	0.02%	0.00%	559.19	0.23%	0.00%
176	651050 SUTTON DANNIE R SR		5,485	0.23%	0.00%	596	0.02%	0.00%	687.77	0.28%	0.00%
177	651090 GT FALLS BUSINESS IMPROVEMENT DISTRICT		-	0.00%	0.00%	1,430	0.05%	0.00%	1,017.41	0.41%	0.00%
178	651100 OLSON KENNETH R ETAL		9,117	0.39%	0.00%	1,424	0.05%	0.00%	1,017.32	0.41%	0.00%
179	651115 MARR LIVING TRUST		4,490	0.19%	0.00%	474	0.02%	0.00%	603.89	0.24%	0.00%
180	651120 MCCURRY BEATRICE C		3,271	0.14%	0.00%	474	0.02%	0.00%	454.85	0.18%	0.00%
181	651125 WADSWORTH HEIDI		3,245	0.14%	0.00%	474	0.02%	0.00%	451.68	0.18%	0.00%
182	651500 KATHRYN BUILDING INC		-	0.00%	0.00%	21,000	0.79%	0.00%	-	0.00%	0.00%
183	651501 L'HEUREUX PAGE WERNER PC		13,788	0.58%	0.00%	7,601	0.29%	0.00%	1,517.69	0.61%	0.00%
184	651502 MONTANA HOMEOWNERSHIP NETWORK INC		-	0.00%	0.00%	1,668	0.06%	0.00%	491.99	0.20%	0.00%
185	651503 SILVERTIP LLC		4,107	0.17%	0.00%	2,224	0.08%	0.00%	591.91	0.24%	0.00%
186	651504 NEIGHBORHOOD HOUSING SERVICES INC		-	0.00%	0.00%	1,112	0.04%	0.00%	428.05	0.17%	0.00%
187	651505 NEIGHBORHOOD HOUSING SERVICES INC		-	0.00%	0.00%	2,966	0.11%	0.00%	714.41	0.29%	0.00%
188	651506 DANSON DEVELOPMENT ETAL		-	0.00%	0.00%	2,966	0.11%	0.00%	1,088.80	0.44%	0.00%
189	1886100 CITY OF GREAT FALLS		-	0.00%	0.00%	210,028	7.95%	0.00%	-	0.00%	0.00%
190	1887600 CITY OF GREAT FALLS		-	0.00%	0.00%	119,270	4.51%	0.00%	-	0.00%	0.00%
191	1888300 ENERGY WEST MONTANA INC		32,580	1.38%	0.00%	91,000	3.44%	0.00%	4,409.37	1.79%	0.00%
192	1888304 CITY OF GREAT FALLS		-	0.00%	0.00%	33,347	1.26%	0.00%	-	0.00%	0.00%
193	1888310 MCMANUS PROPERTIES LLC		15,563	0.66%	0.00%	31,363	1.19%	0.00%	2,029.13	0.82%	0.00%
194	1921200 NORTHWESTERN CORP TRANSMISSION & DISTR		266,539	11.31%	0.00%	26,250	0.99%	0.00%	4,252.12	1.72%	0.00%
195	1921700 QWEST CORPORATION		440,315	18.68%	0.00%	30,000	1.14%	0.00%	4,238.68	1.72%	0.00%
			2,357,355	100%	0.13%	2,641,913	100%	0.17%	246,941	100%	0.22%

Exhibit "B" Business Improvement District



Legend

- City Owned Properties
- Federal Gov't Properties
- BID Boundary

August 31st, 2015

This map is for reference only ... to complete please contact Jeff Hedstrom at 455-843

**BUSINESS IMPROVEMENT DISTRICT
LIST OF PROPERTY OWNERS WITHIN THE DISTRICT
RESOLUTION #10278 - EXHIBIT "C"**

Parcel#	Property Owner	Subdivision	Lot	Block	Property Address
1	0000156750 CHS INC	GFO	7 - 9	306	625 1ST AVE N
2	0000156950 SEVENS PRIME LLC	GFO	10 - 14	306	601 1ST AVE N
3	0000157400 COX DOUGLAS J & KENT D	GFO	8	307	527 1ST AVE N
4	0000157450 517 LLC	GFO	9 - 10	307	517 1ST AVE N
5	0000157500 RYSTED PETE	GFO	Lot 11 & E/2 Lot 12	307	515 1ST AVE N
6	0000157600 KUNZ JASON R	GFO	W1/2 of Lot 12	307	509 1ST AVE N
7	0000157650 BRANDENBERGER NED R & JENNIFER	GFO	E1/2 Lot 13	307	507 1ST AVE N
8	0000157750 EASTER SEALS GOODWILL N ROCKY MTN INC	GFO	5 - 10	308	425 1ST AVE N
9	0000157810 EASTERSEALS-GOODWILL N ROCKY MTN INC	GFO	11	308	415 1ST AVE N
10	0000157850 MOUNTAIN STATES TELEPHONE & TELEGRAPH CO	GFO	12 - 14	308	401 1ST AVE N
11	0000158100 THE PENNANT BUILDING LLC	GFO	8	309	104 4TH ST N
12	0000158150 HANSON MICHAEL	GFO	9	309	321 1ST AVE N
13	0000158200 CITY OF GREAT FALLS	GFO	E22' OF LOT 10 - 11 - 12	309	315 1ST AVE N
14	0000158250 SULLIVAN JOSEPH M	GFO	W28' of Lot 12	309	309 1ST AVE N
15	0000158300 DSB TOWER LLC	GFO	13 - 14	309	301 1ST AVE N
16	0000158350 UNITED STATES OF AMERICA	GFO	1 - 3 & W 45.09' OF 4 & LOTS 8 - 14	310	215 1ST AVE N
17	0000158950 TIGER SPRING PROPERTIES	GFO	8 - 9	311	119 1ST AVE N
18	0000159150 CAMBRIDGE INVESTORS ONE LP	GFO	10 - 14	311	101 1ST AVE N
19	0000159225 BUCHANAN-BYRNE BUILDING PARTNERSHIP	GFO	1 - 3	312	100 1ST AVE N
20	0000159450 REDEAU NICK & VERONICA	GFO	8	312	127 CENTRAL AVE
21	0000159500 RAMSEY ANN C	GFO	9 & E1/2 Lot 10	312	123 CENTRAL AVE
22	0000159550 BENSLEY MARJORIE M	GFO	W1/2 of Lot 10	312	117 CENTRAL AVE
23	0000159600 BENSLEY MARJORIE M	GFO	E1/2 of Lot 11	312	115 CENTRAL AVE
24	0000159650 BENSLEY MARJORIE	GFO	W1/2 of Lot 11	312	113 CENTRAL AVE
25	0000159700 CONTEXT LLC	GFO	E1/2 of Lot 12	312	111 CENTRAL AVE
26	0000159725 BUCHANAN BYRNE BUILDING PARTNERSHIP	GFO	W1/2 of Lot 12 & All of Lot 13	312	105 CENTRAL AVE
27	0000159735 BUCHANAN-BYRNE BUILDING PARTNERSHIP	GFO	14	312	101 CENTRAL AVE
28	0000159800 RELIGIOUS CONGRATATION OF BERLINER CONG	GFO	1 - 7	313	20 3RD ST N
29	0000159850 DAVIDSON INVESTMENT PARTNERSHIP LLP	GFO	8 - 14, Block 313 & Lots 13-14	314	8 3RD ST N
30	0000160200 DSB TOWER LLC	GFO	1 - 3	314	21 3RD ST N
31	0000160300 EKLUNDS APPLIANCE & TV	GFO	4 - 5	314	312 1ST AVE N
32	0000160450 POBLANO PROPERTIES LLC	GFO	6 - 7	314	18 4TH ST N
33	0000160500 321 ASSOCIATES LLC	GFO	8 - 9	314	321 CENTRAL AVE
34	0000160550 LERAY PROPERTIES LLC	GFO	10	314	317 CENTRAL AVE
35	0000160600 MARSH HOLDINGS LLC	GFO	11	314	313 CENTRAL AVE
36	0000160650 BECKMANS BUILDING LLC	GFO	12	314	309 CENTRAL AVE

**BUSINESS IMPROVEMENT DISTRICT
LIST OF PROPERTY OWNERS WITHIN THE DISTRICT
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Parcel#	Property Owner	Subdivision	Lot	Block	Property Address
37	0000160750 CITY OF GREAT FALLS	GFO	1 - 5	315	17 4TH ST N
38	0000160900 STOCKMAN BANK OF MONTANA	GFO	6 -7	315	426 1ST AVE N
39	0000160950 BALTHAZAR ENTERPRISES LLC	GFO	8 -9	315	2 5TH ST N STE 101
40	0000161050 HACKETT GARRY L & CHERYL D	GFO	11	315	413 CENTRAL AVE
41	0000161100 KAUFMAN MARY ANN & IRA M JR	GFO	12	315	411 CENTRAL AVE
42	0000161150 LEE ALAN B	GFO	13A	315	407 CENTRAL AVE
43	0000161200 ENGE RICHARD C	GFO	13B	315	405 CENTRAL AVE
44	0000161250 BIG BROTHERS HOLDING COMPANY LLC	GFO	14	315	403 CENTRAL AVE
45	0000161300 STOCKMAN BANK OF MONTANA	GFO	1 - 2	316	13 5TH ST N
46	0000161450 MASON MARILYN ETAL	GFO	W1/2 Lot 3	316	508 1ST AVE N
47	0000161600 LITTLE WILLIAM L & SHONNA L	GFO	E1/2 3 & 4-5 W1/2 of Lot 6	316	510 1ST AVE N
48	0000161650 SILVER STATE PARTNERS LLC	GFO	6 & E1/2 Lot 7	316	526 1ST AVE N
49	0000161700 MONTANA TIMES SQUARE LLC	GFO	8 - 10	316	525 CENTRAL AVE
50	0000161750 EVERSON HAROLD O & VICKI S	GFO	11	316	513 CENTRAL AVE
51	0000161800 HACKETT GARRY L & CHERYL D	GFO	12 - 13	316	511 CENTRAL AVE
52	0000161950 CITY OF GREAT FALLS	GFO	1 - 6	317	600 1ST AVE N
53	0000162050 JOSCO PROPERTIES INC	GFO	8 - 9	317	621 CENTRAL AVE
54	0000162100 LEMIRE LESLIE	GFO	10	317	617 CENTRAL AVE
55	0000162150 LARSON EDWARD L	GFO	E30' Lot 11	317	615 CENTRAL AVE
56	0000162200 LARSON EDWARD L	GFO	W20' Lot 12	317	613 CENTRAL AVE
57	0000162250 HACKETT GARRY L & CHERYL D	GFO	12	317	609 CENTRAL AVE
58	0000162300 ROCKY MTN BLDG DEVELOPMENT VENTURE LLC	GFO	13 - 14	317	3 6TH ST N
59	0000189100 STROMBERG ROBERT C & MARY D	GFO	1-2 & 11-14	362	600 CENTRAL AVE
60	0000189150 MURPHY REAL ESTATE LLC	GFO	3	362	606 CENTRAL AVE
61	0000189200 KISER PROPERTIES LLC	GFO	4	362	612 CENTRAL AVE
62	0000189250 SPENCER TIMOTHY W	GFO	E1/2 Lot 5	362	618 CENTRAL AVE
63	0000189300 NORDRUM ORVILLE M & JOSEPHINE A	GFO	W1/2 Lot 5	362	616 CENTRAL AVE
64	0000189350 HARRIS DORIS J	GFO	E1/2 Lot 6	362	622 CENTRAL AVE
65	0000189400 HAUGEN LESLIE N & V ARLENE	GFO	W1/2 Lot 6	362	620 CENTRAL AVE
66	0000189450 SPENCER TIMOTHY	GFO	7	362	14 7TH ST S
67	0000189500 CENTER FOR MENTAL HEALTH INC OF GF MT	GFO	8 - 9	362	26 7TH ST S
68	0000189550 CENTER FOR MENTAL HEALTH INC OF GF MT	GFO	10	362	621 1ST AVE S
69	0000189700 FLY AWAY LLC	GFO	1 - 2	363	500 CENTRAL AVE
70	0000189750 SCHUBARTH SANDRA	GFO	3	363	508 CENTRAL AVE
71	0000189800 NOISHT PROPERTIES LLC	GFO	4	363	514 CENTRAL AVE
72	0000189850 HEISHMAN CARL D ETAL	GFO	5	363	518 CENTRAL AVE

**BUSINESS IMPROVEMENT DISTRICT
LIST OF PROPERTY OWNERS WITHIN THE DISTRICT
RESOLUTION #10278 - EXHIBIT "C"**

Parcel#	Property Owner	Subdivision	Lot	Block	Property Address
73	0000189900	ELMORE ROBERTS LLC	GFO 6 - 7	363	6 6TH ST S
74	0000190000	WVH ENTERPRISES LLC	GFO S11.05 of N39.3 of Lot 8 LESS N1' of W13'	363	14 6TH ST S
75	0000190050	KEILMAN & TRUNKLE ENTERPRISES LLC	GFO S1/2 of 8 -S35.7' & N1/2 Lot 8	363	16 6TH ST S
76	0000190150	ELMORE ROBERTS LLC	GFO 9	363	523 1ST AVE S
77	0000190200	ELMORE ROBERTS LLC	GFO 10	363	519 1ST AVE S
78	0000190250	CENTER FOR MENTAL HEALTH	GFO 11	363	513 1ST AVE S
79	0000190350	MADILL JASON C & TAMARA L	GFO 1-3 & 9-14	364	400 CENTRAL AVE
80	0000190450	MONTANA LANDWORKS LLC	GFO 4	364	412 CENTRAL AVE
81	0000190500	GREAT FALLS CENTRAL LLC	GFO W1/2 of Lot 5	364	416 CENTRAL AVE
82	0000190550	HICKS ENDEAVORS	GFO E1/2 Lot 5 & all Lot 6	364	420 CENTRAL AVE
83	0000190600	M & L RENTALS LLC	GFO 7	364	426 CENTRAL AVE
84	0000190650	SEMANSKY JOHN S & LISA SWAN	GFO N1/1 of Lot 8	364	14 5TH ST S
85	0000190700	WONG MING & SU	GFO S1/2 Lot 8	364	24 5TH ST S
86	0000190800	FIRST BUILDING CORPORATION	GFO 1 - 3	365	300 CENTRAL AVE
87	0000190950	ATLANTIC FINANCIAL GROUP LTD	GFO 1 - 3	365	302 CENTRAL AVE
88	0000191050	ALLEY STEPHEN J	GFO 4 -5	365	312 CENTRAL AVE
89	0000191100	WHITE BELLY PROPERTIES LLC	GFO 6	365	320 CENTRAL AVE STE 1
90	0000191150	JOVICK LEPARD LLC	GFO 7	365	324 CENTRAL AVE
91	0000191200	CITY OF GREAT FALLS	GFO 8 - 12	365	315 1ST AVE S
92	0000191300	FIRST NATIONAL BANK	GFO 13-14	365	301 1ST AVE S
93	0000191400	RICHARDS PHILLIP	GFO 1-2	366	200 CENTRAL AVE
94	0000191450	TOVSON LLC	GFO 3	366	208 CENTRAL AVE
95	0000191500	JJS WORLD ENTERPRISES LLC	GFO 4-7	366	220 CENTRAL AVE
96	0000191550	FIRST NATIONAL BANK	GFO 8-14	366	215 1ST AVE S
97	0000191600	MONTANA INSTITUTE OF FAMILY LIVING	GFO 1-3	367	100 CENTRAL AVE
98	0000191700	MURPHY REAL ESTATE LLC	GFO W1/2 Lot 4 & Lot 5	367	112 CENTRAL AVE STE 1
99	0000191750	MURPHY TIMOTHY M & DEBORAH S	GFO E1/2 Lot 6 & Lot 7	367	122 CENTRAL AVE
100	0000191850	CITY OF GREAT FALLS	GFO 8 - 9	367	125 1ST AVE S
101	0000191950	MONTANA INSTITUTE OF FAMILY LIVING	GFO 10-11	367	117 1ST AVE S
102	0000192000	CITY OF GREAT FALLS	GFO 12 - 14	367	101 1ST AVE S
103	0000192100	BLANKENSHIP BOBBI	GFO 1-2AA	368	106 1ST AVE S
104	0000192150	GLACIER STATE ELECTRIC SUPPLY COMPANY	GFO Lot 3 & W1/2 Lot 4	368	112 1ST AVE S
105	0000192200	ARVON BLOCK DEVELOPMENT VENTURE LLC	GFO E1/2 Lot 4 - All of Lot 5	368	116 1ST AVE S
106	0000192300	MURPHY REAL ESTATE LLC	GFO 6-7	368	124 1ST AVE S STE 17
107	0000192350	WEIGAND JOHN W & PEGGY LOU ETAL	GFO 8-9	368	110 2ND ST S
108	0000192450	JENNINGS LAND LIMITED PARTNERSHIP	GFO 10	368	115 2ND AVE S

**BUSINESS IMPROVEMENT DISTRICT
LIST OF PROPERTY OWNERS WITHIN THE DISTRICT
RESOLUTION #10278 - EXHIBIT "C"**

Parcel#	Property Owner	Subdivision	Lot	Block	Property Address
			Lots 11-12, Blk 368 and TWN: 20 SCT: 12		
109	0000192500	OIDHREACT PROPERTIES LLC	GFO	RNG: 3E IN SWNW S12,T20N,R3E Mark: A	368 117 PARK DR S
110	0000192700	MURPHY REAL ESTATE LLC	GFO	1-7	369 212 1ST AVE S
111	0000192850	MURPHY REAL ESTATE LLC	GFO	S41.6' Lot 5 - 7	369 110 3RD ST S
112	0000192950	LAWYERS GUNS & MONEY LLC	GFO	N90' Lot 8 & 9	369 114 3RD ST S
113	0000193050	CTA BUILDING LLP	GFO	S60' of Lot 8-9, E44' Lot 11	369 219 2ND AVE S
114	0000193100	CTA BUILDING LLP	GFO	W6' of Lot 10, E6' of Lot 11	369 219 2ND AVE S
115	0000193150	KELMAN ZOLLIE ETAL	GFO	W6' 10, W44' 11 & 12	369 215 2ND AVE S
116	0000193200	KELMAN ZOLLIE ETAL	GFO	13-14	369 201 2ND AVE S
117	0000193250	GERANIOS NICHOLAS	GFO	1	370 300 1ST AVE S
118	0000193300	ROTHSCHILLER VERNON	GFO	2	370 306 1ST AVE S
119	0000193350	FERRIN WILLIAM E & MARY SUZANNE TRUST	GFO	3	370 308 1ST AVE S
120	0000193450	GREAT FALLS TRANSIT DISTRICT	GFO	6-7	370 326 1ST AVE S STE 1
121	0000193500	CITY OF GREAT FALLS	GFO	8 - 9	370 321 2ND AVE S
122	0000193550	GREAT FALLS RESCUE MISSION	GFO	10-11	370 317 2ND AVE S
123	0000193650	FERRIN WILLIAM E & MARY SUZANNE TRUST	GFO	12	370 311 2ND AVE S
124	0000193700	GERANIOS NICHOLAS	GFO	13-14	370 301 2ND AVE S
125	0000193900	NEIGHBORHOOD HOUSING SERVICES INC	GFO	5	371 416 1ST AVE S
126	0000193950	PLACID RENTALS LLC	GFO	6-7	371 108 5TH ST S
127	0000194000	CITY OF GREAT FALLS	GFO	8 - 10	371 409 2ND AVE S
128	0000194100	CASCADE COUNTY ETAL	GFO	1-4 & 11-14	371 115 4TH ST S
129	0000224650	PORTNEY ABBY KELMAN	GFO	1,2&3	417 206 2ND ST S
130	0000616200	STAM TODD R	503	W/2 13, 14	307 503 1ST AVE N
131	0000616205	STAM TODD R	503	UNIT 101	503 1ST AVE N UNIT 101
132	0000616210	FRANK-PLUMLEE KAREN V & ROBERT P	503	UNIT 301	503 1ST AVE N UNIT 301
133	0000616215	HAGAN ROGER A	503	UNIT 401	503 1ST AVE N UNIT 401
134	0000616220	ROBERTS AARON P	503	UNIT 402	503 1ST AVE N UNIT 402
135	0000616225	WORKMAN THOMAS R	503	UNIT 403	503 1ST AVE N UNIT 403
136	0000616230	JOHNSTON JOHN T & ANGELA L	503	UNIT 404	503 1ST AVE N UNIT 404
137	0000616235	ROY RUSSEL E & GWEN E	503	UNIT 405	503 1ST AVE N UNIT 405
138	0000616240	TAMCKE JANET A ETAL	503	UNIT 406	503 1ST AVE N UNIT 406
139	0000616245	KUBAS HEATHER	503	UNIT 407	503 1ST AVE N UNIT 407
140	0000616250	STAM TODD R	503	UNIT 103	503 1ST AVE N UNIT 103
141	0000616255	STAM TODD R	503	UNIT 105	503 1ST AVE N UNIT 105
142	0000616260	STAM TODD R	503	UNIT 107	503 1ST AVE N UNIT 107
143	0000616265	STAM TODD R	503	UNIT 109	503 1ST AVE N UNIT 109

**BUSINESS IMPROVEMENT DISTRICT
LIST OF PROPERTY OWNERS WITHIN THE DISTRICT
RESOLUTION #10278 - EXHIBIT "C"**

Parcel#	Property Owner	Subdivision	Lot	Block	Property Address
144	0000616270 SICK PROPERTIES LLC	503	UNIT 111		111 5TH ST N
145	0000616275 UNDERWOOD JASON M	503	UNIT 201		503 1ST AVE N UNIT 201
146	0000616280 DIAMOND R ELAINE ETAL	503	UNIT 202		503 1ST AVE N UNIT 202
147	0000616285 BILBRAY-KOHN NOAH B & ERIN K	503	UNIT 203		503 1ST AVE N UNIT 203
148	0000616290 YEON JENEE S	503	UNIT 204		503 1ST AVE N UNIT 204
149	0000616295 ROBERTS DUSTIN E	503	UNIT 205		503 1ST AVE N UNIT 205
150	0000616300 SUK JONG HOON	503	UNIT 206		503 1ST AVE N UNIT 206
151	0000616305 QUINN SUSAN E	503	UNIT 302		503 1ST AVE N UNIT 302
152	0000616310 EULTGEN DARREN & CINDY	503	UNIT 303		503 1ST AVE N UNIT 303
153	0000616315 EULTGEN DARREN & CINDY	503	UNIT 304		503 1ST AVE N UNIT 304
154	0000616320 BURGAN VALERIE G	503	UNIT 305		503 1ST AVE N UNIT 305
155	0000616325 FITLE DEREK J	503	UNIT 306		503 1ST AVE N UNIT 306
156	0000617100 WILLIAMS DONALD E TRUST ETAL	FP1	UNIT A		11 5TH ST N
157	0000617101 501 PLAZA CONDO	FP1	501 PLAZA CONDO		501 CENTRAL AVE
158	0000617150 WARD KRAIG ALLAN	FP1	UNIT B		1 5TH ST N
159	0000620650 WADSWORTH SHANNON	CAP	A		312 1ST AVE S
160	0000620660 WILSON TOM	CAP	B		316 1ST AVE S
161	0000620670 QHG LLP	CAP	C		318 1ST AVE S STE B
162	0000628625 SEIDLITZ JOHN E JR ETAL	HBC	UNIT 1A		12 6TH ST S STE 1
163	0000628630 CORDEIRO CHRIS A	HBC	UNIT 2A		12 6TH ST S STE 2
164	0000647400 A&E RENTALS LLC	EBC	UNIT A		2 RAILROAD SQ STE A
165	0000647402 UAZ BUILDING PARTNERSHIP	EBC	UNIT B		2 RAILROAD SQ STE B
166	0000647404 RAILROAD SQUARE LLC	EBC	UNIT C		2 RAILROAD SQ STE C
167	0000647406 UAZ BUILDING PARTNERSHIP	EBC	UNIT D		2 RAILROAD SQ STE D
168	0000650000 MARTIN SCHULKE & ST JOHN LLP	HBB	HERTIAGE BANK BUILDING		PO BOX 2629
169	0000650100 MARTIN SCHULKE & ST JOHN LLP	HBB	UNIT A		120 1ST AVE N STE A
170	0000650200 MARTIN SCHULKE & ST JOHN LLP	HBB	UNIT A1		120 1ST AVE N STE A1
171	0000650300 MARTIN SCHULKE & ST JOHN LLP	HBB	UNIT B		120 1ST AVE N STE B
172	0000651010 MEYER KATTIE & KIRKLEN A	JHC	UNIT 1A		417 CENTRAL AVE STE 101
173	0000651020 MONTCARE INC	JHC	UNIT M1B		417 CENTRAL AVE STE 100
174	0000651030 CONNER DENNIS & JANIS	JHC	UNIT 1C		419 CENTRAL AVE STE 102
175	0000651040 ROCKET CLONE LLC	JHC	UNIT 2A		417 CENTRAL AVE STE 201
176	0000651050 SUTTON DANNIE R SR	JHC	UNIT 2B		417 CENTRAL AVE STE 202
177	0000651090 BIALECKI ROBERT	JHC	UNIT 3A		417 CENTRAL AVE STE 301
178	0000651100 OLSON KENNETH R ETAL	JHC	UNIT 4A		417 CENTRAL AVE STE 400
179	0000651115 MARR LIVING TRUST	LJC	UNIT 501		417 CENTRAL AVE STE 501

**BUSINESS IMPROVEMENT DISTRICT
LIST OF PROPERTY OWNERS WITHIN THE DISTRICT
RESOLUTION #10278 - EXHIBIT "C"**

Parcel#	Property Owner	Subdivision	Lot	Block	Property Address
180	0000651120 MCCURRY BEATRICE C	LJC	UNIT 502		417 CENTRAL AVE STE 502
181	0000651125 SALONEN WILLIAM W & SUSAN L	LJC	UNIT 503		417 CENTRAL AVE STE 503
182	0000651500 KATHRYN BUILDING INC	KAT	KATHRYN BUILDING CONDO		501 1ST AVE S
183	0000651501 L'HEUREUX PAGE WERNER PC	KAT	UNIT 1		15 5TH ST S
184	0000651502 MONTANA HOMEOWNERSHIP NETWORK INC	KAT	UNIT 2		17 5TH ST S
185	0000651503 SILVERTIP LLC	KAT	UNIT 3		501 1ST AVE S
186	0000651504 NEIGHBORHOOD HOUSING SERVICES INC	KAT	UNIT 4		505 1ST AVE S
187	0000651505 NEIGHBORHOOD HOUSING SERVICES INC	KAT	UNIT 5		509 1ST AVE S
188	0000651506 DANSON DEVELOPMENT ETAL	KAT	UNIT 6		509 1ST AVE S
189	0001886100 CITY OF GREAT FALLS		IN NENE, SENE, PARK-WHITTIER/MARGARET		2 PARK DR
190	0001887600 CITY OF GREAT FALLS		IN SENE MARK 22A		2 PARK DR
191	0001888300 ENERGY WEST MONTANA INC		TWN: 20 SCT: 11 RNG: 3E IN NE/4 S11,T20N,R3E Mark: 22H		1 1ST AVE S
192	0001888304 CITY OF GREAT FALLS		IN SENENE S11 T20N R3E Mark: 22J		2 PARK DR
193	0001888310 MCMANUS PROPERTIES LLC		TWN: 20 SCT: 11 RNG: 3E IN NE/4 Mark: 22K		100 PARK DR S
194	0001921200 NORTHWESTERN CORP TRANSMISSION & DISTR		UTILITY PROPERTY IN TRAN-TAX INCR- SPECIAL		1501 NORTH RIVER RD
195	0001921700 CENTURYLINK INC		UTILITY PROPERTY IN TRANS-TAX INCREMENT		401 1ST AVE N



Item: Ordinance 3196 – An Ordinance to rezone a portion of tract 25D of McClean Garden Tracts equaling +/- 9,000 square feet located in Section 23, Township 20 North, Range 3 East, P.M.MT., Cascade County, Montana, from R-1 Single-family Suburban to I-1 Light Industrial.

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

Initiated By: Robert L and Jan M Livesay

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

Action Requested: City Commission accept Ordinance 3196 on first reading and set a public hearing for March 19, 2019.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3196 on first reading and (set/not set) a public hearing for March 19, 2019.”

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

Staff Recommendation: At the conclusion of a public hearing held on January 22, 2019, the Zoning Commission recommended the City Commission approve the rezoning request from R-1 Single-family Suburban to I-1 Light Industrial with the following conditions:

Conditions of Approval:

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

2. Land Use & Zoning. Development of the property shall be consistent with the allowed uses and specific development standards for the I-1 Light Industrial district designation.

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

4. General Code Compliance. If a project is proposed for the subject property, the proposal shall be developed consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.

5. Landscape Buffer Code Compliance. If new construction is proposed on the subject property, the proposal is required to be in compliance with §17.44.4.030(D) *Buffer and screening between uses*. Where an industrial use abuts a non-industrial use, a minimum fifteen-foot landscape buffer shall be provided along the shared property line. Where vehicular use areas abut adjacent residential property, the lot shall be screened with a decorative masonry or concrete wall at least four (4) feet in height, or with evergreen and deciduous trees and shrubs in combination with low soil berms that will provide ample screening within three (3) growing seasons to protect the residential property.

Staff recommends that the City Commission accept Ordinance 3196 on first reading and set a public hearing for March 19, 2019.

Summary: The subject property is located at 2800 Upper River Road. The applicant owns several parcels in the area that are zoned R-1 Single Family Suburban, including his primary residence, and I-1 Light Industrial including an existing business. When the parcels were located in the County, the parcel including the applicant's primary residence was also zoned industrial due to a zone change requested by the applicant.

Background: The subject property, as well as the other parcels, were annexed into the City as part of the Upper/Lower River Road Water and Sewer District, Phase 2 Annexation in 2009. These annexations were done in order for the parcels in those areas to obtain City water and sewer. When the parcels were annexed, they were all assigned City zoning based on the existing uses. The subject property was zoned R-1 Single-family Suburban based on the existing residence.

The applicants came to the City with an Amended Plat to request a boundary line adjustment between the parcels containing the applicant's residence and the applicant's existing business. This was to create an area for the applicants to construct a storage building for the business. In order for Staff to approve the boundary line adjustment for the portion to be transferred from the residential lot to the industrial lot, a rezone must occur to re-establish the industrial zoning that originally existed in the County.

Zoning Map Amendment Request:

The applicant is requesting that a portion of tract 25D, as shown on the draft amended plat, be rezoned from R-1 Single-family Suburban to I-1 Light Industrial in order for the portion of the parcel to become a part of tract 25E through a boundary line adjustment.

A zoning map amendment requires a public hearing to be conducted by the Zoning Commission and the City Commission and the surrounding property owners to be notified of the hearings as well as a sign posted on the property. To date, Staff has received four letters of opposition which have been included with this report, and one call from a surrounding owner with several concerns about the rezone affecting his property value or his property taxes, what uses would be permitted on the property if the rezone was approved, and finally what setbacks and regulations would be required if a structure were built in close proximity to his property. All questions that could be answered by Staff were done so, and the individual will receive all staff reports regarding the project.

The basis for decision on zoning map amendments, i.e. rezoning or zone changes, is listed in OCCGF §17.16.40.030. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the criteria which are attached as Findings of Fact – Zoning Map Amendment.

Neighborhood Council Input:

The subject property is located in Neighborhood Council #6. Due to the simple rezone request being proposed, information was sent to Neighborhood Council #6 for comment. To date, no comments have been provided from the Council.

Fiscal Impact:

Services are currently provided to tract 25D for the single family residence and to tract 25E for the existing business. The cost of any service lines that may be proposed will be borne by the applicant.

Alternatives: The City Commission could deny acceptance of Ordinance 3196 on first reading and not set the public hearing.

Concurrences:



Because the proposal is simply a zoning change request at this time and the proposal for a new structure is not finalized, no review from other City departments is needed at this time. Review of the building permit for a proposed structure on the subject property will require review from other City departments at the time of building permit submittal.

Attachments/Exhibits:

- Aerial Map
- Zoning Map
- Ordinance 3196
- Basis of Decision/Findings of Fact – Zoning Map Amendment
- Draft Amended Plat
- Letters of Opposition

AERIAL MAP

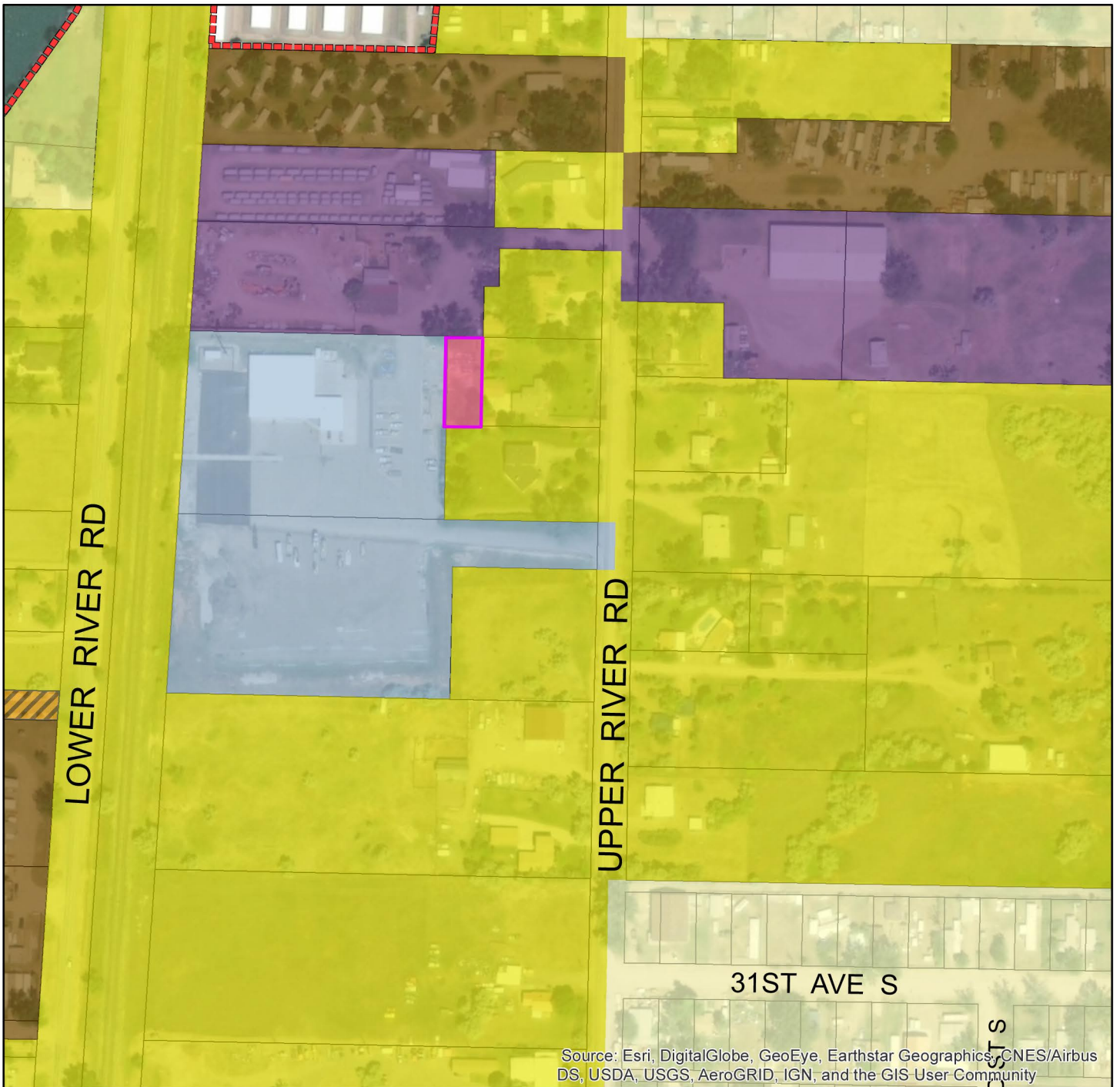


-  Tracts of Land
-  Subject Property

170 85 0 170 Feet

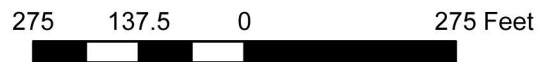


ZONING MAP



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

- R-1 Single-family Suburban
- R-2 Single-family Medium Density
- R-3 Single-family High Density
- R-10 Mobile Home Park
- PUD Planned Unit Development
- M-2 Mixed-use Transitional
- I-1 Light Industrial
- Tracts of Land
- Subject Property



ORDINANCE 3196

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS TO REZONE THE PROPERTY LEGALLY DESCRIBED AS: A PORTION OF TRACT 25D OF MCCLEAN GARDEN TRACTS EQUALING +/- 9,000 SQUARE FEET LOCATED IN SECTION 23, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.MT. CASCADE COUNTY, MONTANA, FROM R-1 SINGLE-FAMILY SUBURBAN TO I-1 LIGHT INDUSTRIAL DISTRICT

* * * * *

WHEREAS, the subject property, located at 2800 Upper River Road, and legally described above is presently zoned R-1 Single-family Suburban district; and,

WHEREAS, the property owners, Robert L and Jan M Livesay, have petitioned the City of Great Falls to rezone said properties to I-1 Light Industrial district; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on January 22, 2019, to consider said rezoning from R-1 Single-family Suburban district to I-1 Light Industrial district and, at the conclusion of said hearing, passed a motion recommending the City Commission rezone the property legally described as a portion of tract 25D of McClean Garden Tracts equaling +/- 9,000 square feet, located in Section 23, Township 20 North, Range 3 East, P.M.MT., Cascade County, Montana; and,

WHEREAS, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 19th day of March, 2019, before final passage of said Ordinance herein; and

WHEREAS, following said public hearing, it was found and decided that the zoning map amendment on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.030, and that the said rezoning designation be made.

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

Section 1. It is determined that the herein requested rezoning meets the criteria and guidelines cited in Mont. Code Ann §76-2-304, and Section 17.16.40.030 of the OCCGF.

Section 2. That the property legally described as: a portion of tract 25D of McClean Garden Tracts equaling +/- 9,000 square feet, located in Section 23, Township 20 North, Range 3 East, P.M.MT., Cascade County, Montana, be rezoned to I-1 Light Industrial district as shown in Exhibit A.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading February 19, 2019.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading March 19, 2019.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

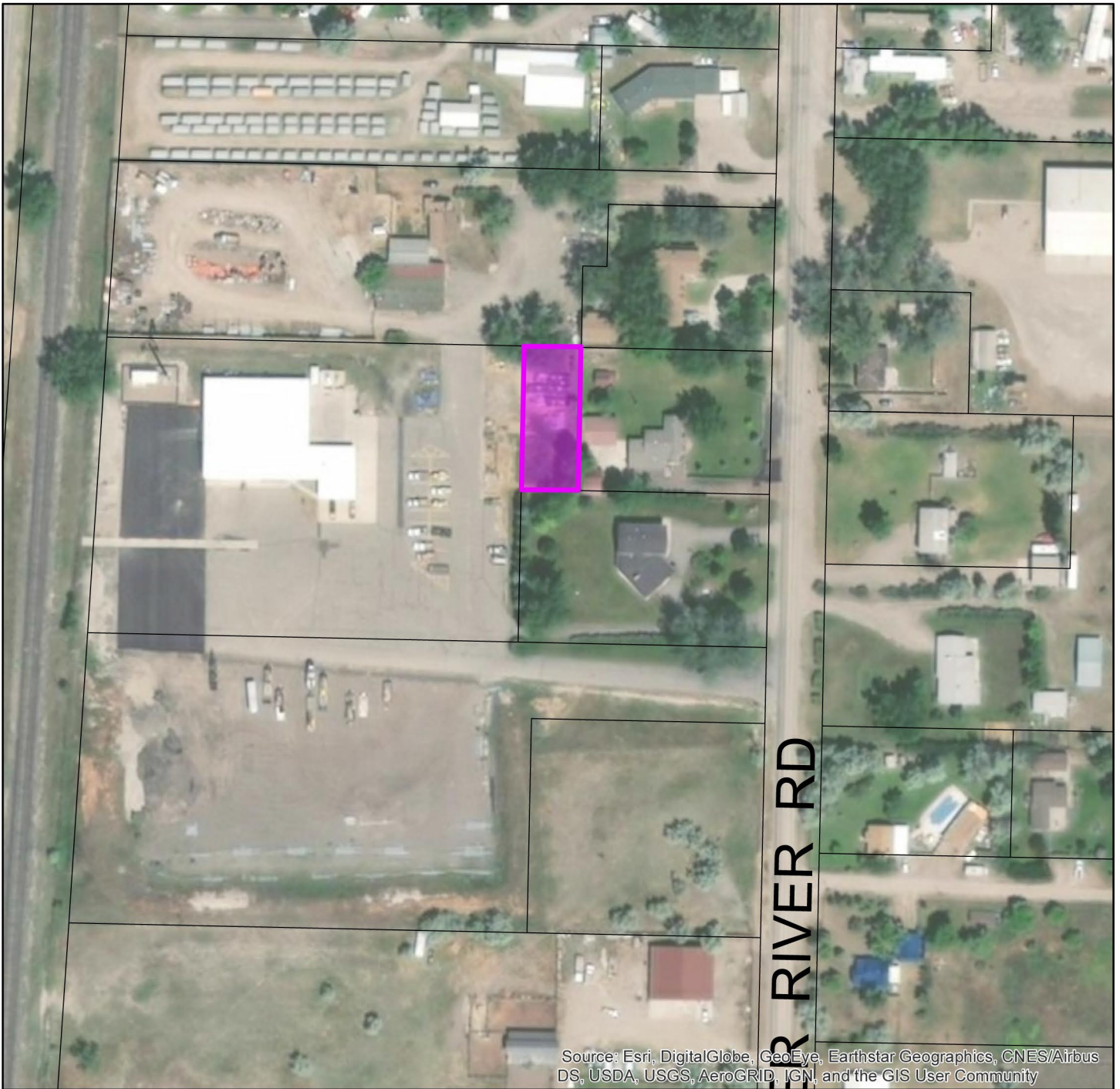
State of Montana)
County of Cascade : ss
City of Great Falls)



I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3196 on the Great Falls Civic Center posting board and the Great Falls City website.

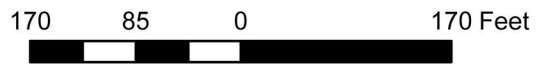
Lisa Kunz, City Clerk

(CITY SEAL)

Exhibit A



-  Tracts of Land
-  Ordinance 3196



FINDINGS OF FACT/BASIS OF DECISION – Zoning Map Amendment

A portion of a tract of land equaling +/- 9,000 sq ft legally described as 25D of McClean Garden Tracts located in Section 23, Township 20 North, Range 3 East, P.M.MT., Cascade County, Montana

PRIMARY REVIEW CRITERIA:

The basis for decision on zoning map amendments is listed in Official Code of the City of Great Falls §17.16.40.030 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the following criteria:

1. The amendment is consistent with and furthers the intent of the City's growth policy.

The proposed zoning map amendment is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. This project is strongly supported by the Physical portions of the Growth Policy, specifically the goals and principles to encourage a balanced mix of land uses throughout the City.

Additionally, the zoning map amendment specifically supports the following goals and policies:

Environmental – Urban Form

Env2.3.1 In order to maximize existing infrastructure, identify underutilized parcels and areas with infill potential as candidates for redevelopment in the City.

Physical - Land Use

Phy4.1.1 Promote and incentivize infill development that is compatible with the scale and character of established neighborhoods.

Phy4.1.5 Encourage and incentivize the redevelopment or adaptive reuse of vacant or underutilized properties so as to maximize the City's existing infrastructure.

Phy4.2.8 The City may recommend against spot zoning, zoning that creates incompatible land uses, or uses that are evaluated to be detrimental to the long term viability of adjacent properties.

2. The amendment is consistent with and furthers adopted neighborhood plans, if any.

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. The subject properties are located in Neighborhood Council #6. Due to the scope of the proposal, information has been sent out to the Council members via email for review and comment. To date no comments have been received.

3. The amendment is consistent with other planning documents adopted by the City Commission, including a river corridor plan, transportation plan, and sub-area plans.

The subject property does not lie within any adopted plan or sub-area planning areas. Since there is no development proposed at this time, the review of the consistency with other planning documents is not applicable at this time.

4. The code with the amendment is internally consistent.

The proposed establishment of zoning is not in conflict with any portion of the existing City Code and will be consistent with the adjacent industrial zoning. If the parcel is rezoned, it will match the historic zoning in place until 2009. Additionally, the parcel is currently being used in association with the business to the west, so rezoning the property will match this usage. Conditions of approval are proposed so that any proposal on the subject property will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish and impair property values in the area as well.

5. The amendment is the least restrictive approach to address issues of public health, safety, and welfare.

There are no existing public health, safety or welfare issues that have been identified for this property. The proposed rezone will allow for the applicant to utilize the subject property for his business instead of for his residence.

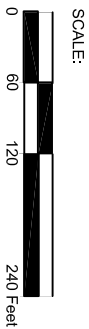
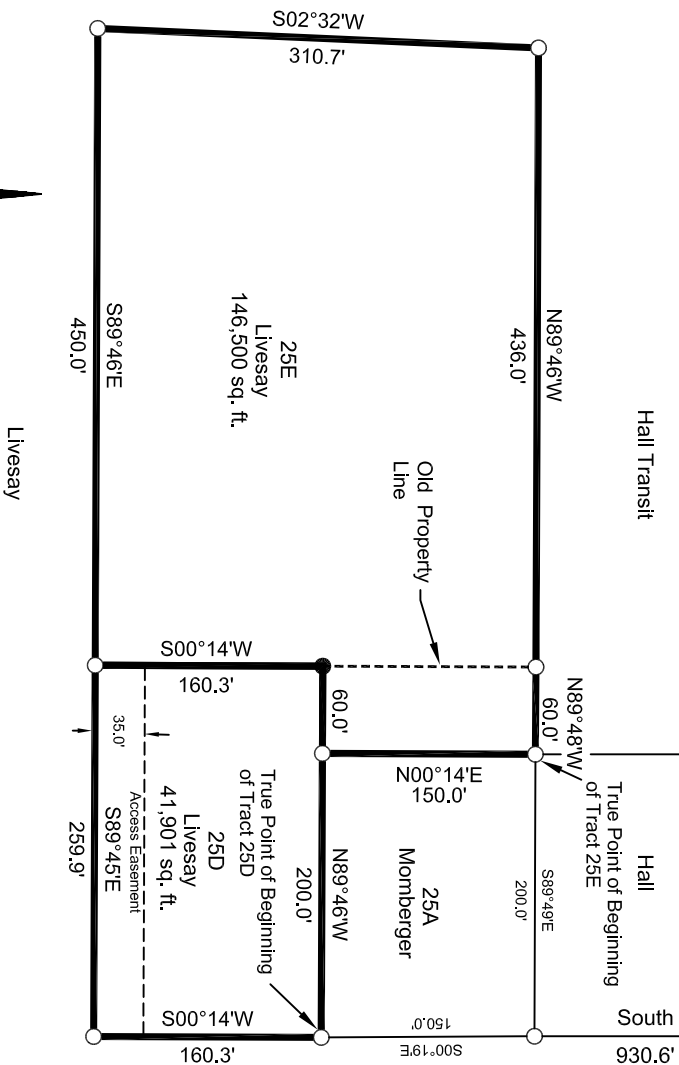
6. The City has or will have the financial and staffing capability to administer and enforce the amendment.

The City has the financial and staffing capability to enforce the amendment if it is approved. The zoning map amendment will only affect one lot and the property will be developed in a manner consistent with the zoning for this area.

AMENDED PLAT OF

Tracts 25D and 25E McClean Garden Tracts
in Section 23
T.20N., R.3E., P.M.MT., Cascade County, Montana

30.0'
14
23
24
930.0'W



SCALE:



METHODS:
Methods were performed in accordance with applicable State laws. A Survey Grade Global Positioning System (GPS) was used in this survey.

OTHER DATA AVAILABLE:
For a detailed description of corner monumentation, see the appropriate Corner Reconnection Form on file in the Cascade County Clerk & Recorder's Office.

BASIS OF BEARING:
The Basis of Bearing for this survey is the Record Bearing of the Section line between the Northeast Section Corner of Section 23, T.20N., R.3E. and the East One Quarter Corner of Section 23, T.20N., R.3E.

LEGEND:



SECTION CORNER STATUS AS NOTED

QUARTER SECTION CORNER STATUS AS NOTED

FOUND PREVIOUSLY SET CORNER AS NOTED

SET 5/8" REBAR WITH YELLOW PLASTIC CAP

EXISTING FENCE LINES

(North - 40.0 chains)

PURPOSE:
This survey was performed in July 2018 as a Boundary Line Adjustment of two parcels in McClean Garden Tracts in Section 23, T.20N., R.3E., P.M.MT., Cascade County, Montana.

DESCRIPTION OF PARCELS SURVEYED:
Two tracts of land in Section 23, T.20N., R.3E., P.M.MT., more particularly described:

LOT 25D: Beginning at Northeast Section Corner of Section 23, T.20N., R.3E., P.M.MT.; thence N. 90°00' W., 30.0 feet; thence South, 930.6 feet; thence South, 150.0 feet to the True Point of Beginning of Lot 25D; thence N. 89°46' W., 200.0 feet; thence N. 89°46' W., 60.0 feet; thence S. 0°14' W., 160.3 feet; thence S. 89°46' E., 259.9 feet; thence N. 0°14' E., 160.3 feet to the True Point of Beginning of Lot 25D containing 41,901 sq. ft.

LOT 25E: Beginning at the Northwest Section corner of Section 23, T.20N., R.3E., P.M.MT.; thence N. 89°46' W., 30.0 feet; thence South, 930.6 feet; thence N. 89°46' E., 200.0 feet to the True Point of Beginning of Lot 25E; thence S. 0°14' W., 150.0 feet; thence N. 89°46' E., 60.0 feet; thence S. 0°14' W., 160.3 feet; thence N. 89°46' W., 450.0 feet; thence N. 2°46' W., 310.7 feet; thence S. 89°46' W., 436.0 feet; thence S. 89°46' W., 60.0 feet to the True Point of Beginning containing 146,500 sq. ft.

CERTIFICATE OF LANDOWNERS:

We, the undersigned property owners do hereby certify that we have caused to be surveyed as shown by this Certificate of Survey, two parcels of land in McClean Garden Tracts in Section 23, T.20N., R.3E., P.M.MT., Cascade County, Montana. We further certify that no new or additional parcels are hereby created, therefore this survey is exempt from review as a subdivision under both the Montana Subdivision and Platting Act 76-3-207-1A and the Montana Sanitation in Subdivision Act 76-4-105(17).

Dated this _____ day of _____, 2018

Robert L. Livesay Jan M. Livesay

STATE OF MONTANA)

COUNTY of _____) ss

On this _____ day of _____, 2018, before me a Notary Public in and for the State of Montana, personally appeared the above signed property owners, known to me to be the person who executed the foregoing Certificate of Survey and acknowledged to me that he executed the same.

Notary Public
State of Montana
Residing at _____
My Commission Expires _____

CERTIFICATE OF SURVEYOR:

I, Dale E. Schaeffer, Montana Registered Professional Engineer and Land Surveyor, Montana Registration No. 52006ES, do hereby certify that in July, 2018, I surveyed a tract of land in Section 33, T.21N., R.2E., P.M.MT., Cascade County, Montana, as shown on the accompanying map.

Dale E. Schaeffer, P.E.L.S.
1400 N. 10th Street
Great Falls, Montana
July 26, 2018



OWNERS: Robert L. Livesay and Jan M. Livesay

7/26/2018	52006ES	1400 N. 10th Street	1	1	SCHAEFER ENGINEERING & SURVEYING
23	20N	012.5	1	1	GREAT FALLS, MONTANA 59405
7/26/2018	52006ES	1400 N. 10th Street	1	1	SCHAEFER ENGINEERING & SURVEYING
23	20N	012.5	1	1	GREAT FALLS, MONTANA 59405

1/16/19

From ben and Diane hall

2705 upper river road

City zoning board.

This letter is in regards to the zone request submitted by mt. lines, bob livsay.

I live rite across the street, I have been informed that they want to build a large Wearhouse type building on there property . this will block my view to the west.

They already put up a ugly cell tower that is visible for miles without asking anybody's opinion ,how did that happen?

.i think this expansion is unnecessary.

This is mainly a residential area and should be treated that way.

I STRONGLY OPPOSE the rezoning to the property in question.

Thanks for considering no the request.

Ben hall



Diane hall

1/16/19

From pat miller

2616 upper riv rd

City zoning board.

This letter is in regards to the zone request submitted by mt. lines, bob livsay.

I live rite next to mt lines in the back,in my opinion they have grown beyond light industrial adding more and more equipment and expansion every year, the noise that starts at 6 am is increasing more and more. They also manufacture thermoplastic witch is very stinky which blows in my direction I have been informed that they want to build a large Wearhouse type building next to my property ,the markers are already there, this will block what little view I have already, they have property to the south that would not be as much a hinderance to everybody's view .

They are always cutting threw my driveway and running over my hose and destroying it and creating pot holes in the past,I am a single woman living alone,there is always strange cars driving threw, some of which is mt limes they come at all different times .i think this expansion is unnecessary.

This is mainly a residential area and should be viewed as such.

I STRONGLY OPPOSE the rezoning to the property in question.at some point the city has to say no before the area is over run with industrial type property.

Thanks for considering no the request.



Pat miller

1/15/19

From scott hall

2700 upper riv rd

City zoning board.

This letter is in regards to the zone request submitted by mt. lines, bob livsay.

I live rite next to mt lines,in my opinion they have grown beyond light industrial adding more and more equipment and expansion every year, the noise that starts at 6 am is increasing more and more,and makes it difficult to sleep after working at nights on occasions. They also manufacture thermoplastic witch is very stinky which blows directly over my house, my wife is battling health issues related to toxicities. I have been informed that they want to build a large building next to my property line,the markers are already there, this will block what little view I have already, as much of the buildings that they have already does, they have property to the south that would not be as much a hinderance to everybody's view .

I know that the city is all about the tax base ,which dictates most of the decision making in some cases,

This expansion will decrease my property value without decreasing my property taxes.

This is mainly a residential area and should be viewed as such. Just imagine that this was to be asked of the property next to your home.

In short I STRONGLY OPPOSE the rezoning to the property in question.

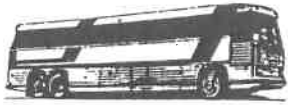
Thanks for considering no the request.

Any questions feel free to call me at 217-6754.

Scott Hall

Handwritten signature of Scott Hall in cursive script.

HALL TRANSIT CHARTER SERVICE, INC.



2620 UPPER RIVER ROAD
GREAT FALLS, MONTANA 59405
PHONE (406) 452-0082

Planning & Community Develop Office
Civic Center
Rm. 112 #2 Park Drive So.
Great Falls, MT 59405

In regards to Robert and Jan Livesay, request for rezoning. It raises some serious questions concerning their fellow neighbors.

1. What does this do to the residential value of their property?
2. If they build another shop right up against their property line, what kind of Noise level would this create for the residents?
3. Will another shop be blocking the view and the sun from the homes ?
4. Why Would you want to have your home & land changed to commercial property other than to use it also as commercial uses
5. There is already enough with nothing on it where a shop could be built without bothering any of the neighbors.

Please take these factors into consideration before commercializing any more of this land to commercial.

Sincerely,

A handwritten signature in cursive script that reads "Darlene Cashman".

Darlene Cashman,
Gen.Mgr.
Hall Transit Charter Ser.



Item: Ordinance 3185, “An Ordinance Amending Title 2, Chapter 9, Establishing Sections 010-040 of the Official Code of the City of Great Falls (OCCGF), Pertaining to The Board of Appeals.”

From: Legal Department

Initiated By: Legal Department

Presented By: Sara R. Sexe, City Attorney

Action Requested: Adopt Ordinance 3185 on second reading.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Ordinance 3185.”

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

Staff Recommendation:

Staff recommends the City Commission adopt Ordinance 3185 on second reading.

Background:

City Staff is continuing a comprehensive Official Code of the City of Great Falls (OCCGF) revision process. Additionally, Staff has begun several policy updates including land development policy and finance.

As part of that process the City Commission adopted the City of Great Falls Community Development Block Grant (CDBG) Policies on April 17, 2018. One of the purposes of that policy was to remove the City Commission from the appeal process for CDBG allocations. Allocations are now made administratively based on Staff evaluation. That evaluation is based on the Commission adopted action plans and priorities.

The Ordinance under consideration would amend OCCGF Title 2, Chapter 9, adding Sections 010-040 to reestablish the Great Falls Board of Appeals. Historically, the Board of Adjustment has been also identified as the Board of Appeals, OCCGF §1.2.010.A. If Ordinance 3185 is approved, the Board of Appeals membership would be that of the Board of Adjustment. If the Ordinance is adopted, the Board of Appeals would be the deciding body for administrative decision appeals specifically identified by City Ordinance, Commission resolution, or the OCCGF. Appeals from the Board of Appeals, would be

filed with a court of competent jurisdiction under Title 17, Chapter 16, Article 34, like Title 17 appeals from the Board of Adjustment.

Resolution 10283, also on this meeting's agenda for Commission consideration, if adopted will designate the Board of Appeals as the deciding body for CDBG allocations. This update will be consistent with the Commission's CDBG policies and would help eliminate any potential conflicts of interest in the future.

The Ordinance under consideration was presented to the Great Falls Board of Adjustment on January 10, 2019 for recommendation. The Board of Adjustment voted unanimously recommending that the Commission adopt Ord. 3185.

Written public comment was submitted prior to first reading. The individual who submitted the comment was concerned about the Board of Appeals being qualified to be the appeal body for CDBG allocations. It is Staff's position that the Board of Appeals, membership being that of the Board of Adjustment, is in the best position to be the appellate body for those challenges. The Board of Adjustment already has appellate jurisdiction over land use decisions. With adequate training on CDBG allocation decisions and criteria, the board would be in the best position to make sound decisions on the matter.

Ord. 3185 was accepted unanimously on first reading. There was no Commission discussion or other public comment.

Ord. 3185 Exhibit "A" is a document illustrating the provisions that will replace the current OCCGF Title 2 with added language in **bold** and deleted language in ~~striketrough~~. Exhibit "B", attached to this agenda report, illustrates the proposed Code in clean format.

Alternatives:

The Commission could deny Ordinance 3185 or table the item to a date certain for further suggested amendments.

Concurrences:

City Manager's Office
Planning and Community Development

Attachments/Exhibits:

Ordinance 3185
Ord. 3185 Exhibit "A"
Ord. 3185 Exhibit "B".

ORDINANCE 3185

AN ORDINANCE AMENDING TITLE 2, CHAPTER 9, ESTABLISHING SECTIONS 010-040, OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO THE BOARD OF APPEALS

* * * * *

WHEREAS, the City Commission established Title 2 of the OCCGF outlining provisions pertaining to Administration and Personnel; and

WHEREAS, OCCGF Title 2, Chapter 9 pertaining to the Great Falls Board of Adjustment had previously been repealed; and

WHEREAS, the City Commission wishes to establish a Board of Appeals consisting of the membership of the Great Falls Board of Adjustment; and

WHEREAS, the City Commission wishes to establish the Board of Appeals to hear and decide appeals where it is the specifically identified body to do so by City Ordinance, Commission resolution, or the OCCGF; and

WHEREAS, the Great Falls Board of Adjustment recommended that the City Commission adopt Ordinance 3185 at its annual meeting on January 10, 2019.

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

Section 1. OCCGF Title 2, Chapter 9, is hereby amended as depicted by Exhibit "A" attached hereto and by reference incorporated herein, 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 February 5, 2019.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading February 19, 2019.

Bob Kelly, Mayor

ATTEST:

(CITY SEAL)

Darcy Dea, Deputy City Clerk

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

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

I, Darcy Dea, Deputy City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3185 on the Great Falls Civic Center posting board and the Great Falls City website.

Darcy Dea, Deputy City Clerk

(CITY SEAL)

Title 2 - ADMINISTRATION AND PERSONNEL

Chapter 9 BOARD OF ADJUSTMENT APPEALS

Chapter 9 BOARD OF ADJUSTMENT APPEALS

Sections:

~~Repealed.~~

~~(Ord. 3169, 2017). See Title 17. Board of Adjustment.~~

2.9.010 Creation.

2.9.020 Membership.

2.9.030 Purpose and Duties.

2.9.040 Meetings, Authority, Powers and Procedures.

2.9.010 Creation.

There is created a Board of Appeals, which may be referred to in the Official Code of the City of Great Falls (OCCGF), as the Board of Appeals or Board of Adjustment/Appeals.

2.9.020 Composition and Appointment of Members.

The membership, terms of appointment, officers and other membership conditions of the Board of Appeals shall be those applicable to the Board of Adjustment, as identified in OCCGF Title 17.

2.9.030 Purpose and Duties.

- A. The Board of Appeals shall hear and decide appeals where it is specifically identified as the body to hear and decide appeals by:
 - 1. City Ordinance;
 - 2. Commission resolution; or
 - 3. The OCCGF.

2.9.040 Meetings, Authority, Powers and Procedures.

All provisions of Title 17, Chapter 12, Article 5, except as may be set forth in OCCGF Title 17, shall apply to the meetings, authority, general powers and procedures of the Board of Appeals.

Title 2 - ADMINISTRATION AND PERSONNEL

Chapter 9 BOARD OF APPEALS

Chapter 9 BOARD OF APPEALS

Sections:

2.9.010 Creation.

2.9.020 Membership.

2.9.030 Purpose and Duties.

2.9.040 Meetings, Authority, Powers and Procedures.

2.9.010 Creation.

There is created a Board of Appeals, which may be referred to in the Official Code of the City of Great Falls (OCCGF), as the Board of Appeals or Board of Adjustment/Appeals.

2.9.020 Composition and Appointment of Members.

The membership, terms of appointment, officers and other membership conditions of the Board of Appeals shall be those applicable to the Board of Adjustment, as identified in OCCGF Title 17.

2.9.030 Purpose and Duties.

- A. The Board of Appeals shall hear and decide appeals where it is specifically identified as the body to hear and decide appeals by:
 - 1. City Ordinance;
 - 2. Commission resolution; or
 - 3. The OCCGF.

2.9.040 Meetings, Authority, Powers and Procedures.

All provisions of Title 17, Chapter 12, Article 5, except as may be set forth in OCCGF Title 17, shall apply to the meetings, authority, general powers and procedures of the Board of Appeals.



Item: Resolution 10283, “A Resolution Designating the Board of Appeals As The Deciding Body for Appeals of Community Development Block Grant Allocation Decisions.”

From: Legal Department

Initiated By: Legal Department

Presented By: Sara R. Sexe, City Attorney

Action Requested: Adopt Resolution 10283.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10283.”

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

Staff Recommendation:

Staff recommends that the City Commission adopt Resolution 10283.

Background:

City Staff is continuing a comprehensive OCCGF revision process. Additionally, Staff has begun several policy updates including land development policy and finance. As part of that process, the City Commission adopted the City of Great Falls Community Development Block Grant (CDBG) Policies on April 17, 2018.

Resolution 10283 will designate the Board of Appeals as the deciding body for CDBG allocations. This will be consistent with the Commission’s CDBG policies and would help eliminate potential conflicts of interest in the future. For further factual background regarding Staff’s recommendation on the resolution under consideration, refer to the Agenda Report for Ordinance 3185 also on this meeting’s agenda.

Alternatives:

The Commission could deny Resolution 10283, or the Commission could table the item to a date certain to provide additional input.

Concurrences:

City Manager's Office
Planning and Community Development

Attachments/Exhibits:

Resolution 10283
CDBG allocation Agenda Report with policies, April 17, 2018

RESOLUTION 10283

A RESOLUTION DESIGNATING THE BOARD OF APPEALS AS THE DECIDING BODY FOR APPEALS OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ALLOCATION DECISIONS.

WHEREAS, the City Commission adopted Ordinance 3185, on _____, 2019; and

WHEREAS, Ordinance 3185 amended Title 2, Chapter 9, of the Official Code of the City of Great Falls (OCCGF) establishing the Great Falls Board of Appeals; and

WHEREAS, the Commission may designate by Ordinance or Resolution the Board of Appeals as the body to hear and decide administrative decisions or actions; and

WHEREAS, the City Commission adopted CDBG allocation policies April 17, 2018; and

WHEREAS, the City Commission wishes, pursuant to its adopted CDBG policies, to have a process in place to hear and decide any appeals of administrative CDBG allocation decisions.

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

1. The Great Falls Board of Appeals is hereby designated the body to hear and decide appeals of administrative CDBG allocation decisions; and
2. The board shall have the authority to affirm, reverse, or modify CDBG allocation decisions within its discretion in accordance with established policies and procedures.

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that this Resolution shall become effective on the same effective date of Ordinance 3185.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on February 19, 2019.

Bob Kelly, Mayor

ATTEST:

Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Joseph P. Cik, Assistant City Attorney



Item: 2018/2019 Community Development Block Grant (CDBG) Policies and Citizen Participation Plan.

From: Planning and Community Development Department

Initiated By: Maria Porter, CDBG/HOME Administrator

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

Action Requested: The City Commission adopt the Community Development Block Grant (CDBG) Policies and the Citizen Participation Plan.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) the Community Development Block Grant Policies; and (adopt/deny) the Citizen Participation Plan.”

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

Staff Recommendation:

Staff recommends the City Commission adopt the Community Development Block Grant Policies and adopt the Citizen Participation Plan.

Summary:

As part of the CDBG program, the Commission is required to adopt a Citizen Participation Plan and CDBG Grant Policies in order for 2018/2019 CDBG funds to be received from the U.S. Department of Housing and Urban Development (HUD).

The Grant Policies and Citizen Participation Plan were submitted to HUD on March 9, 2018, for review and feedback. Staff received an email response from Don Morris, Senior Community Planning and Development Representative from HUD, on April 4, 2018, which stated that there were no issues, and the documents meet HUD requirements.

Background:

CDBG and HOME programs are federal programs administered by HUD to help fund local community development programs including affordable housing, anti-poverty measures, new and expanded public service programs, and community infrastructure projects. The 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 statistics.

Purpose

The CDBG Grant Policies and proposed Citizen Participation Plan are attached for the Commission's review. The Grant Policies document outlines significant changes in the proposed administration of the program. Key changes include the following:

1. Greater emphasis on obtaining community input for proposed funding goals through comprehensive surveying and outreach.
2. City Commission adoption of program funding goals and allocation percentages rather than consideration and acceptance of individual projects.
3. City staff evaluation of funding applications rather than project evaluation by a Community Development Council (CDC).
4. Year-round review of funding applications to replace the compressed timeline previously used for evaluating project applications.
5. City staff administration of economic development and housing loan requests to replace the Great Falls Development Authority and NeighborWorks Great Falls administration of such programs. Loan applications would still be reviewed by 3rd party loan boards.
6. Elimination of Public Facility funding requests from non-profits in favor of City applications of such requests.
7. City administration of the Revolving Loan Fund Program to replace NeighborWorks Great Falls.

The City Commission has been heavily involved in the creation of the Grant Policy document. Staff has also presented the proposed policy changes at two City Commission work sessions - one on November 21, 2017, and the second on April 3, 2018.

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 program. 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.

Staff is requesting adoption of these policies and the Plan for use in the 2018/2019 CDBG allocation process.

Conclusion

Projects will be considered that fall into the guidelines established by these policies and meet national CDBG objectives, making them eligible for use of CDBG funds.

Fiscal Impact:

Meeting HUD requirements for receipt of CDBG funding will bring an estimated \$702,709 to the City to benefit low/moderate income citizens and families. In order for the City to receive such funding, the Grant Policy document and Citizen Participation Plan must be adopted and executed by the City of Great Falls.

Alternatives:

The Commission could change the CDBG City Commission Policies or the Great Falls Citizen Participation Plan. If the policy document is changed, it would then need to be submitted to HUD for final approval which would delay the Annual Action Plan schedule and possibly not allow the City to make the June 30, 2018 deadline.

ATTACHMENTS:

- ▣ Citizen Participation Plan
- ▣ FY18 Grant Policies

**City of Great Falls, Montana
Citizen Participation Plan for the
Consolidated Plan and
Consolidated Annual Performance Evaluation Report
February 2018**

PURPOSE OF CITIZEN PARTICIPATION IN DEVELOPING THE CONSOLIDATED PLAN AND CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT

The City of Great Falls (City) must develop a Consolidated Plan to be eligible to receive Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) federal grant funds from the Department of Housing and Urban Development. A key component in creating the Consolidated Plan is citizen participation in all steps of the planning development process. Additionally, citizen participation is an integral component of the Consolidated Annual Performance Evaluation Report (CAPER) which is also required by HUD to receive federal grant funds. To ensure citizens in Great Falls have the opportunity to take part in creating the Consolidated Plan, the Annual Action Plan and the CAPER, the City has developed and commits to implement the following elements of the Citizen Participation Plan.

THE CITIZEN PARTICIPATION PLAN

Participation: The City will provide for, and encourage, citizen participation emphasizing the involvement of low to moderate income residents in areas where housing and community development funds may be spent, particularly those in slum and blighted areas. The City will also inform and offer opportunities for comment to residents of low to moderate income neighborhoods (neighborhoods having 51% or higher low to moderate income populations). The City will encourage the participation of the Great Falls Housing Authority public/assisted housing residents and Opportunities, Inc. assisted housing residents in Great Falls.

The City will make reasonable efforts to consult with other public, private and non-profit agencies that provide housing, health service, and social services. In particular, agencies to be consulted will be those that focus on service to children/families with children, elderly persons, racial/ethnic minorities, persons with disabilities, female heads of household, non-English speaking persons, and other persons in need of services. The City will encourage input and solicit information from each of the nine Neighborhood Councils and will notify the Councils about public hearings, the Consolidated Plan or the Annual Action Plan development process and solicit comments. The City will encourage community input through surveys, focus groups, and public meetings.

When preparing the portion of the Consolidated Plan or Annual Action Plan regarding lead-based paint hazards, the City will consult with the City and Great Falls Housing Authority certified lead-based paint risk assessors to define what specific activities will be undertaken to mitigate and abate lead-based paint in housing units subsidized to be affordable for low to moderate income households. Activities required for lead-based paint hazards will also be addressed in non-profit facilities which receive CDBG grant

funds as sub-recipients of the City where children spend the amount of time which meets the minimum threshold criteria.

The City Commission is the final citizen policy body that reviews and takes action on the Citizen Participation Plan, Annual Action Plan, and Consolidated Plan. After receipt and consideration of public comments, the City Commission votes on these Plans. During all City Commission meetings, citizens have the opportunity to provide public comment.

Meetings and Public Hearings: The City will provide notification of meetings two weeks in advance so all citizens can attend public hearings. Notice shall be provided to the public via email, mail, broadcast or cable media, or social media, and will also be published twice in the publication designated by the City of Great Falls for legal notices prior to any hearing date.

Access to Information: The City will provide citizens, public agencies and other interested parties with reasonable and timely access to information and records relating to the Consolidated Plan, Annual Action Plan and all of its components, and the City's planned use of financial assistance received under the relevant federal programs during the upcoming year. The public will have the opportunity to receive information, review and submit comments on any proposed HUD submission, including the Consolidated Plan adopted by the City Commissioners and any plan amendments.

Information will also be available on the range of programs, the amount of assistance the City expects to receive, the amount of funds available and the estimated amount proposed to benefit low to moderate income residents. These groups will have access to the City's plans to minimize displacement of residents and businesses and assist those displaced because of these activities. The City will also provide citizens, public agencies and other interested parties with reasonable and timely access to information and records relating to all processes associated with the CAPER.

The final version of the current Consolidated Plan, Annual Action Plan, CAPER, and Annual Community Assessment will be available on the City website on an ongoing basis.

Technical Assistance: The City will provide appropriate technical assistance to all groups that request assistance in developing proposals for financial assistance under any of the programs covered by the Consolidated Plan. An annual application workshop will be held to provide applicants with information on how to complete application forms. Individuals with specific special needs should contact the City one week before workshop date to make arrangements if they wish to attend.

Public Hearings: The City will provide multiple opportunities to obtain citizens opinions. The City program year begins July 1 and ends June 30. Public hearings will address and respond to proposals and comments on:

1. Grant Policies

2. Housing and community development needs
3. Development of proposed activities
4. Review of proposed uses for funding
5. Review of program performance

The City will hold public hearings that are conveniently timed for people who are likely to benefit from program funds, accessible to people with disabilities and adequately publicized with sufficient information about the subject of the hearing to encourage informed comment. Material presented at the public hearing will be made available in electronic format on the City's webpage. Individuals with specific special needs should contact the City one week before public hearing dates to make arrangements if they wish to attend.

Throughout the year, citizens may attend City Commission meetings and public hearings to provide input as to the distribution of federal funds into the City. There will be one formal public hearing conducted by the City Commission annually. The public hearing will give citizens the opportunity to comment and provide input on the following:

- Any housing and non-housing community development needs they have identified
- How funding proposals may meet community development needs in Great Falls
- Performance of the City in administering and distributing federal funds
- Citizens may comment on the adoption of the Citizens Participation Plan every five years or any time the Citizen Participation Plan has substantial revisions or has been re-written. Prior to adopting the Citizen Participation Plan, the City will distribute the plan for review and comment for a 15 day period.

The City Commission will offer two additional opportunities for the citizens to comment on the following:

- Adoption of the Goals for the Consolidated Plan or Annual Action Plan
- Use of federal funds
- Performance of the administration and implementation of funded projects
- Grant Policies

Timely Response: The City will consider any comments or views of citizens, agencies, units of general local government or other interested parties concerning the Consolidated Plan or Annual Action Plan, any amendments to these plans, and the CAPER. Comments can be submitted to the Planning & Community Development Department (PCD) via written submission, phone, or email, or oral comment at public hearings. The Montana Relay number will be included in notifications to facilitate deaf, hard-of-hearing, and people with speech disabilities the ability to submit comments via phone. The PCD Department will address any complaints with written responses to written complaints within 15 working days, where practical. Depending on the nature of the complaint, staff may refer the issue to the City Manager or the City Commission if

the response from staff is unsatisfactory to the complainant. As appropriate, an attachment of summary of comments and responses to complaints to the final submission of the Consolidated Plan, Consolidated Plan amendments, Annual Action Plan and the CAPER will occur.

Non-English Speaking Residents: The City will provide translation services for non-English speaking residents at public hearings upon request and within reason.

Substantial Amendments: Substantial changes in the City's Consolidated Plan or Annual Action Plan will require a Substantial Amendment. The following criterion determines substantial change and governs Consolidated Plan or Annual Action Plan amendments:

1. Change in allocation priorities or method of distribution
2. Carrying out new activities, not identified in the Consolidated Plan or Annual Action Plan
3. Change in purpose, scope, location or beneficiaries of activities identified in the Consolidated Plan or Annual Action Plan

The City will provide a notice, published twice in a publication designated by the City of Great Falls for legal notices and have notifications on the City internet site. The City will also make available any substantial amendments to the Consolidated Plan or Annual Action Plan for citizen comment for a 30 day period.

Minor Amendment: Minor amendments represents any changes to the Consolidated Plan or Annual Action Plan that do not qualify as "substantial amendments." Minor amendments require the signature of the Planning and Community Development Director or Deputy Director, but do not require public notice of 30 days or City Commission approval.

Consolidated Annual Performance Evaluation Report: The Proposed CAPER will be available to all citizens for review and comment on the City internet site and at the City Planning & Community Development Department for a 15 day comment period. Notice will also be published in a publication designated by the City of Great Falls for legal notices. All comments received regarding the CAPER will be considered and a summary of all comments will be attached to the report. The final version of the current CAPER will be available on the City website on an ongoing basis.

SOLICITATION OF CITIZEN COMMENTS ON THE CITIZEN PARTICIPATION PLAN:

Prior to the adoption of the Citizen Participation Plan and approval by the City Commission, a notice will be published twice in a publication designated by the City of Great Falls for legal notices..Notices of the Citizen Participation Plan and/or any amendments to this plan will be available for a 15 day comment period and will designate the sites where a citizen may obtain a copy of the plan. These sites will include the City internet site and the City Planning & Community Development Department. State relay 711 and reasonable accommodations are available upon request.

SOLICITATION OF CITIZEN COMMENTS IN PREPARING THE CONSOLIDATED PLAN OR THE ANNUAL ACTION PLAN:

1. The City will contact local affordable housing and public service agencies, the Great Falls Housing Authority and the Neighborhood Councils to obtain information and comments to make citizens aware of the Consolidated Plan or Annual Action Plan process. The City will make reasonable efforts to consult with other public, private and non-profit agencies that provide housing, health service, and social services. In particular, agencies to be consulted will be those that focus on service to children/families with children, elderly persons, racial/ethnic minorities, persons with disabilities, female heads of household, non-English speaking persons, and other persons in need of services. State relay 711 and reasonable accommodations are available upon request.
2. The proposed Consolidated Plan or Annual Action Plan will be available to all citizens on the City internet site and the City Planning & Community Development Department. Citizens will be informed about the availability of the proposed Consolidated Plan or Annual Action Plan by notifications on the City website, publishing display advertisements in the Great Falls Tribune and emailing notices to a wide variety of public service agencies. Notification will describe the availability of the plan and the 30 day period to receive public comment.
3. The City Commission will provide three public meetings requesting input from citizens and representatives of low to moderate income level people on grant policies and as to the needs of the community, including but not limited to housing, community development, infrastructure, economic development and homeless assistance.

The City will provide free copies of the Consolidated Plan or Annual action Plan to citizens and groups upon request. Electronic copies will be made available for download from the City's website. All information and public records will be available during regular business hours in the City's Planning & Community Development Department. Special arrangements will be available to accommodate access to information for persons with disabilities and/or limited English proficiency upon request and within reason, including alternative formats for important documents associated with the public participation process.

All meetings venues associated with the Citizen Participation Plan process will be full assessable to persons with disabilities and reasonable accommodations are available upon request.

**City of Great Falls
Community Development Block Grant
City Commission Policies
February 21, 2018**

1. The Planning & Community Development Department will conduct an annual community needs assessment to gain community insight, including:
 - a. Community Survey
 - b. Focus Group Meetings
 - c. Public Meetings: Neighborhood Council Meetings

2. Community data will be compiled and presented to the City Commission, with recommendation for annual community goals

3. The City Commission will provide three opportunities to obtain citizens opinions. The public will be able to address:
 - a. Grant Policies
 - b. Housing and community development needs
 - c. Development of proposed activities
 - d. Review of proposed uses for funding
 - e. Review of program performance

5. The City Commission will vote on priorities/annual goals to be included in the Annual Action Plan and will allocate funding percentages to priority goals.

6. City Staff will review and score applications year-round, based on available funds. Applications will only be accepted that address the community goals identified in the Annual Action Plan. The minimum grant request and award shall be \$10,000.

7. In addition to staff review, all loan applications will be reviewed by a 3rd party board that has the expertise to determine loan viability. Example: Great Falls Housing Authority: Loan Review Board
 - a. All applicants that have any “employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies” (24 CFR 570.611) “either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter” that may participate in the decision-making grant

and/or loan process must notify the City, in writing, at least 30-days in advance. Therefore, HUD can be notified and, if necessary, a request of an exception submitted.

8. The City will implement all Public Facility projects and not accept external Public Facility applications.
9. The City will only fund Public Service Grants that are providing new or expanding services.
10. The City will retain all Program Income, to be revolved back into the Community Grant Program.
11. Private non-profit agencies will not be funded for staff salaries, benefits, office consumables, and rent payments for agency office space or utility costs.
12. The City will fund activities to further fair housing through supportive funding for a Fair Housing Specialist and Code Enforcement Officer.
13. The City will fund the administration to manage the Community Development Block Grant and HOME Investment Partnership Grant
 - a. The City will fund the staffing necessary to implement the Revolving Loan Fund



Item: Ordinance 3194, “An Ordinance Amending Title 17 of the Official Code of the City of Great Falls (OCCGF): Reserving Chapters 1 Through 3; and, Repealing and Replacing Chapter 4 Pertaining to General Provisions to The Land Development Code.”

From: Legal Department

Initiated By: Legal Department

Presented By: Sara R. Sexe, City Attorney

Action Requested: Accept Ordinance 3194 on first reading and set public hearing for March 5, 2019.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3194 on first reading and (set/not set) public hearing for March 5, 2019.”

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

Staff Recommendation:

Staff recommends that the Commission accept Ordinance 3194 on first reading and set public hearing for March 5, 2019.

Background:

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

OCCGF Title 17 is the Great Falls Land Development Code. As such, it is the largest and most complex of all OCCGF Titles. The Ordinance under consideration is the first ordinance that has been presented in City Staff’s overall code revision effort pertaining to Title 17.

Most of the proposed changes are non-substantive. These changes include establishing and reserving Chapters 1 through 3 of Title 17. Other non-substantive changes include correcting typographical, grammatical, formatting, and referencing deficiencies in OCCGF Title 17, Chapter 4.

The Ordinance under consideration has one significant substantive amendment to OCCGF §17.4.080, “Applicability of zoning regulations to public entities.” The proposed amendments would clarify what OCCGF zoning regulations apply to public entities developing land. The amendments would clarify that public entities are only exempt from regulations that are specifically designated by state law. Specifically, §17.4.080.A. provides:

1. The height, number of stories, and size of buildings and other structures;
2. The percentage of lot that may be occupied;
3. The size of yards, courts, and other open spaces;
4. The density of population; and
5. The location and use of buildings, structures, and land for trade, industry, residence, or other purposes.

Additionally, the proposed amendments clarify the process the public entity would be required to follow to be exempt from the above listed regulations. Finally, the amendments to the above listed OCCGF section would require public entities developing property to comply with all other development and property maintenance standards outlined in the OCCGF.

The Ordinance under consideration was presented to the City Planning Advisory Board on January 8, 2019 for recommendation. The Planning Advisory Board voted unanimously to recommend that the Commission adopt Ord. 3194.

Ord. 3194 Exhibit “A” is a document illustrating the provisions that will replace the current OCCGF Title 17 with added language in **bold** and deleted language in ~~striketrough~~. Exhibit “B”, attached to this agenda report, illustrates the proposed Code in clean format.

Alternatives:

The Commission may choose not to accept Ordinance 3194 and not set public hearing. The Commission may also table action on the item to a date certain to provide additional suggested revisions.

Concurrences:

City Manager’s Office
City Clerk’s Office
Great Falls Planning Advisory Board
Planning and Community Development
Public Works Department

Attachments/Exhibits:

Ordinance 3194
Ord. 3194 Exhibit “A”
Ord. 3194 Exhibit “B”

ORDINANCE 3194

AN ORDINANCE AMENDING TITLE 17 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF): RESERVING CHAPTERS 1 THROUGH 3; AND, REPEALING AND REPLACING CHAPTER 4 PERTAINING TO GENERAL PROVISIONS OF THE LAND DEVELOPMENT CODE

* * * * *

WHEREAS, the City Commission established Title 17 of the OCCGF outlining provisions pertaining to and known as the Land Development Code; and

WHEREAS, the City Commission wishes to establish and reserve Chapters 1 through 3 of OCCGF Title 17; and

WHEREAS, the City Commission has recognized deficiencies throughout OCCGF Title 17, Chapter 4, including but not limited to, typographical, grammatical, formatting, and referencing deficiencies; and

WHEREAS, the City Commission wishes to cure the deficiencies and make substantive amendments to OCCGF Title 17, Chapter 4, as well as to establish consistency within the OCCGF and, where applicable, the Montana Code Annotated; and

WHEREAS, at its regularly scheduled January 8, 2019, meeting, the Great Falls Planning Advisory Board voted to recommend that the City Commission adopt Ordinance 3194.

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

Section 1. OCCGF Title 17, Chapters 1-3 are hereby established and reserved;

Section 2. OCCGF Title 17, Chapter 4 is hereby repealed and replaced as depicted in Exhibit "A" attached hereto and by reference incorporated herein, with deleted language identified by ~~strikeout~~ and inserted language **bolded**; and

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

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading February 19, 2019.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading and public hearing March 5, 2019.

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 3194 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

Chapter 1 RESERVED

Chapter 2 RESERVED

Chapter 3 RESERVED

Chapter 4 GENERAL PROVISIONS

Sections:

~~17.4.010 Name of title.~~

~~17.4.020 Authority.~~

~~17.4.030 General intent.~~

~~17.4.040 Legislative findings.~~

~~17.4.050 Purpose.~~

~~17.4.060 Compliance.~~

~~17.4.070 Relationship of this Title to other regulations.~~

~~17.4.080 Applicability of zoning regulations to public entities.~~

~~17.4.090 No defense to nuisance action.~~

~~17.4.100 Incorporation by reference.~~

~~17.4.110 Citations.~~

~~17.4.120 Severability.~~

17.4.010 Name of title.

17.4.020 Authority.

17.4.030 General intent.

17.4.040 Legislative findings.

17.4.050 Purpose.

17.4.060 Compliance.

17.4.070 Relationship of this Title to other regulations.

17.4.080 Applicability of zoning regulations to public entities.

17.4.090 No defense to other OCCGF violation.

17.4.100 Severability.

Exhibit "A"

Title 17 LAND DEVELOPMENT CODE

17.4.010 Name of title.

This Title shall be known as the "Land Development Code" and may be referred to herein as "this Title".

17.4.020 Authority.

The regulations contained in this Title are specifically authorized by **the Montana State statute Code Annotated** or are adopted consistent with the City's police powers as authorized in ~~State by~~ law.

17.4.030 General intent.

This Title has been adopted to implement the City's ~~growth policy~~ **Growth Policy**, ~~river corridor plan,~~ neighborhood plans as may be adopted, the City's ~~transportation plan~~ **Urban Area Long Range Transportation Plan, Missouri River Urban Corridor Plan, Medical District Master Plan, Downtown Master Plan**, and any other land use planning documents that may be duly adopted ~~from time to time~~.

17.4.040 Legislative findings.

A. ~~General findings.~~ The City Commission makes the following findings:

1. Pursuant to **Mont. Code Ann. § 76-1-6043, MCA**, the Great Falls City County Planning **Advisory** Board recommended the adoption of a ~~growth policy~~ **Growth Policy** by the City Commission;
2. Pursuant to **Mont. Code Ann. § 76-1-604, MCA**, the City Commission adopted the ~~growth policy~~ **Growth Policy**;
3. The City Commission has adopted a ~~river corridor plan~~ **Missouri River Urban Corridor Plan, Medical District Master Plan, Urban Area Long Range Transportation Plan, and Downtown Master Plan**;
4. This Title is consistent with and furthers the intent of the ~~growth policy~~ **Growth Policy** and ~~river corridor plan~~ **other adopted plans; and**
5. The legislative, administrative, and enforcement bodies may not permit or otherwise allow any development to occur that is not in compliance with this Title.

B. ~~Specific findings.~~ Specific findings are included in the various chapters, articles, and sections **of this Title** as appropriate.

17.4.050 Purpose.

A. ~~General purpose.~~ This Title is established to promote the public health, safety, and welfare and is intended to accomplish the following **general** purposes:

1. ~~implement~~ **Implement** the goals, objectives, and policies of the ~~growth policy~~ **Growth Policy**;
2. ~~ensure~~ **Ensure** that all development is guided by, and gives consideration to, the ~~growth policy~~ **Growth Policy**;

Exhibit "A"

Title 17 LAND DEVELOPMENT CODE

3. ~~establish~~ **Establish** a comprehensive compendium of regulations that controls the use or development of land within the City;
 4. ~~provide~~ **Provide** for clear, consistent standards, regulations, and procedures for the review and approval of all proposed development within the City;
 5. ~~address~~ **Address** the substantive findings as contained in this Title; **and**
 6. ~~safeguard~~ **Safeguard** the public health, safety, and general welfare by establishing minimum standards for design and development.
- B. ~~Specific purposes.~~ Specific purposes are included in the various chapters, articles, and sections as appropriate.

17.4.060 Compliance.

- A. ~~Generally.~~ Except as specifically provided, **or otherwise in conflict with State or Federal laws or regulations**, the provisions of this Title shall apply to all development within the **incorporated City limits**, and no development shall be undertaken without the prior authorizations required by this Title.
- B. ~~Previously granted permits, an exception.~~ When a permit has been issued in accordance with the law prior to the effective date of this Title, or amendment thereto, it shall be valid for one (1) year from date of issuance., ~~even if it authorizes an action that is not allowed under this Title, or amendment. If the action, as authorized by the permit, does not commence within that time period and continue in good faith to completion, said permit shall lapse and be null and void.~~ **Said permit shall lapse and be null and void if the action authorized does not commence within that time period, unless the Planning and Community Development Director determines in the exercise of his or her discretion, that the action is nonetheless continuing in good faith to completion.**
- C. ~~Establishment of a use, structure or building not requiring authorization, an exception.~~ If prior to the adoption of this Title, or amendment thereto, a use, structure, or building is actively being established that did not require a permit or authorization, said work may continue to completion even when the use, structure, or building requires a permit or other authorization under this Title, ~~is being developed contrary to this Title, or is otherwise prohibited.~~

17.4.070 Relationship of this Title to other regulations.

In addition to meeting the regulations contained in this Title, development shall comply with all applicable regulations of ~~federal~~ **Federal** and State agencies. In all cases, the strictest of the applicable provisions shall apply. No use of land shall be permitted by right or conditionally permitted within the **incorporated City of Great Falls limits** that is in violation of ~~federal, state~~ **Federal, State**, or local law.

(Ord. No. 3054, § 1, 6-1-2010)

17.4.080 Applicability of zoning regulations to public entities.

- A. **Pursuant to Mont. Code Ann. §76-2-402**, A a State or local agency may develop public land **for use** contrary to the zoning regulations ~~contained in this Title~~ **set forth in Chapter 20 of this Title restricting:**

Exhibit "A"

Title 17 LAND DEVELOPMENT CODE

1. **The height, number of stories, and size of buildings and other structures;**
 2. **The percentage of lot that may be occupied;**
 3. **The size of yards, courts, and other open spaces;**
 4. **The density of population; and**
 5. **The location and use of buildings, structures, and land for trade, industry, residence, or other purposes.**
- B.** However, the agency shall notify the Director of the Planning and Community Development Department of its intent to do so and the Board of Adjustment shall hold a public hearing within thirty (30) days of the date of such notice. The Board of Adjustment shall host the public hearing as a public forum for comment on the proposed use but shall have no power to deny the proposed use. (~~See 76-2-402, MCA~~)
- C.** ~~If a private developer develops privately owned land is developed under contract for a State or local agency use, that is contrary to this Title, the property, including uses, buildings, and structures, shall conform to this Title when the State agency vacates the building all development shall conform to the provisions of this Title.~~
- D.** **The development of public land by a State or local agency contrary to the zoning regulations set forth in Chapter 20 of this Title shall conform to all other development and property maintenance standards provided by the Official Code of the City of Great Falls (OCCGF).**

(~~Ord. No. 3056, § 1, 8-17-2010~~)

17.4.090 No defense to ~~nuisance action~~ other OCCGF violation.

Compliance with the standards and requirements contained in this Title shall not constitute an absolute defense to an action to abate a ~~nuisance~~ **Nuisance pursuant to the Official Code of the City of Great Falls (OCCGF) Title 8, Chapter 49, a specific violation of the OCCGF, or a Criminal Public Nuisance action pursuant to OCCGF Title 8, Chapter 50.**

~~17.4.100 Incorporation by reference.~~

~~The following, as may be amended from time to time, are incorporated into and made part of this Title by reference:~~

- ~~1. The official zoning map on file with the City Clerk.~~
- ~~2. The flood insurance rate maps for Great Falls, as may be amended, having the revision date of February 15, 2002.~~
- ~~3. "Storm Drainage Design Manual", dated June 1990.~~
- ~~4. The City's street classification map, as maintained by the Planning and Community Development Department.~~
- ~~5. "Arboricultural and Standards and Specifications" as kept on file by the City Clerk.~~

Exhibit "A"

Title 17 LAND DEVELOPMENT CODE

~~(Ord. No. 3056, § 1, 8-17-2010)~~

~~**17.4.110 Citations.**~~

~~This Title is organized into chapters, articles and sections. When a chapter is divided into articles, a citation would be in the form of title.chapter.article.section (e.g., 17.8.2.230). When a chapter is not divided into articles, a citation would be in the form of title.chapter.section (e.g., 17.12.280).~~

17.4.1200 Severability.

If a court of competent jurisdiction finds that a part of this Title is invalid, the remaining sections shall continue in full force and effect.

(Ord. 3194, 2019; Ord. 3056, 2010; Ord. 3054, 2010; Ord. 2950, 2007; Ord. 2923, 2005)

Title 17 LAND DEVELOPMENT CODE

Chapter 1 RESERVED

Chapter 2 RESERVED

Chapter 3 RESERVED

Chapter 4 GENERAL PROVISIONS

Sections:

17.4.010 Name of title.

17.4.020 Authority.

17.4.030 General intent.

17.4.040 Legislative findings.

17.4.050 Purpose.

17.4.060 Compliance.

17.4.070 Relationship of this Title to other regulations.

17.4.080 Applicability of zoning regulations to public entities.

17.4.090 No defense to other OCCGF violation.

17.4.100 Severability.

17.4.010 Name of title.

This Title shall be known as the "Land Development Code" and may be referred to herein as "this Title".

17.4.020 Authority.

The regulations contained in this Title are specifically authorized by the Montana Code Annotated or are adopted consistent with the City's police powers as authorized by law.

17.4.030 General intent.

This Title has been adopted to implement the City's Growth Policy, neighborhood plans as may be adopted, the City's Urban Area Long Range Transportation Plan, Missouri River Urban Corridor Plan, Medical District Master Plan, Downtown Master Plan, and any other land planning documents that may be duly adopted.

Exhibit "B"

Title 17 LAND DEVELOPMENT CODE

17.4.040 Legislative findings.

- A. The City Commission makes the following findings:
 - 1. Pursuant to Mont. Code Ann. § 76-1-603, the Great Falls Planning Advisory Board recommended the adoption of a Growth Policy by the City Commission;
 - 2. Pursuant to Mont. Code Ann. § 76-1-604, the City Commission adopted the Growth Policy;
 - 3. The City Commission has adopted a Missouri River Urban Corridor Plan, Medical District Master Plan, Urban Area Long Range Transportation Plan, and Downtown Master Plan;
 - 4. This Title is consistent with and furthers the intent of the Growth Policy and other adopted plans; and
 - 5. The legislative, administrative, and enforcement bodies may not permit or otherwise allow any development to occur that is not in compliance with this Title.
- B. Specific findings are included in the various chapters, articles, and sections of this Title as appropriate.

17.4.050 Purpose.

- A. This Title is established to promote the public health, safety, and welfare and is intended to accomplish the following general purposes:
 - 1. Implement the goals, objectives, and policies of the Growth Policy;
 - 2. Ensure that all development is guided by, and gives consideration to, the Growth Policy;
 - 3. Establish a comprehensive compendium of regulations that controls the use or development of land within the City;
 - 4. Provide for clear, consistent standards, regulations, and procedures for the review and approval of all proposed development within the City;
 - 5. Address the substantive findings as contained in this Title; and
 - 6. Safeguard the public health, safety, and general welfare by establishing minimum standards for design and development.
- B. Specific purposes are included in the various chapters, articles, and sections as appropriate.

17.4.060 Compliance.

- A. Except as specifically provided, or otherwise in conflict with State or Federal laws or regulations, the provisions of this Title shall apply to all development within the incorporated City limits, and no development shall be undertaken without the prior authorizations required by this Title.
- B. When a permit has been issued in accordance with the law prior to the effective date of this Title, or amendment thereto, it shall be valid for one (1) year from date of issuance. Said permit shall lapse and be null and void if the action authorized does not commence within that time period, unless the Planning and Community Development Director determines in the exercise of his or her discretion, that the action is nonetheless continuing in good faith to completion.

Exhibit "B"

Title 17 LAND DEVELOPMENT CODE

- C. If prior to the adoption of this Title, or amendment thereto, a use, structure, or building is actively being established that did not require a permit or authorization, said work may continue to completion even when the use, structure, or building requires a permit or other authorization under this Title.

17.4.070 Relationship of this Title to other regulations.

In addition to meeting the regulations contained in this Title, development shall comply with all applicable regulations of Federal and State agencies. In all cases, the strictest of the applicable provisions shall apply. No use of land shall be permitted by right or conditionally permitted within the incorporated City limits that is in violation of Federal, State, or local law.

17.4.080 Applicability of zoning regulations to public entities.

- A. Pursuant to Mont. Code Ann. §76-2-402, a State or local agency may develop public land for use contrary to the zoning regulations set forth in Chapter 20 of this Title restricting:
 - 1. The height, number of stories, and size of buildings and other structures;
 - 2. The percentage of lot that may be occupied;
 - 3. The size of yards, courts, and other open spaces;
 - 4. The density of population; and
 - 5. The location and use of buildings, structures, and land for trade, industry, residence, or other purposes.
- B. However, the agency shall notify the Director of the Planning and Community Development Department of its intent to do so and the Board of Adjustment shall hold a public hearing within thirty (30) days of the date of such notice. The Board of Adjustment shall host the public hearing as a public forum for comment on the proposed use but shall have no power to deny the proposed use.
- C. If privately owned land is developed for a State or local agency use, all development shall conform to the provisions of this Title.
- D. The development of public land by a State or local agency contrary to the zoning regulations set forth in Chapter 20 of this Title shall conform to all other development and property maintenance standards provided by the Official Code of the City of Great Falls (OCCGF).

17.4.090 No defense to other OCCGF violation.

Compliance with the standards and requirements contained in this Title shall not constitute an absolute defense to an action to abate a Nuisance pursuant to the Official Code of the City of Great Falls (OCCGF) Title 8, Chapter 49, a specific violation of the OCCGF, or a Criminal Public Nuisance action pursuant to OCCGF Title 8, Chapter 50.

17.4.100 Severability.

If a court of competent jurisdiction finds that a part of this Title is invalid, the remaining sections shall continue in full force and effect.

Exhibit "B"

Title 17 LAND DEVELOPMENT CODE

(Ord. 3194, 2019; Ord. 3056, 2010; Ord. 3054, 2010; Ord. 2950, 2007; Ord. 2923, 2005)



Item: Ordinance 3199, “An Ordinance Amending Title 6, Chapter 1, Section 090, of The Official Code of The City of Great Falls (OCCGF), Pertaining to Multi-Animal Permit/Multiple Animal Hobby Breeder Permit.

From: Legal Department

Initiated By: Legal Department

Presented By: Sara R. Sexe, City Attorney

Action Requested: Adopt Ordinance 3199 on second reading.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission adopt/deny Ordinance 3199.”

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

Staff Recommendation:

Staff recommends that the City Commission adopt Ordinance 3199 on second reading.

Background:

In 2017, the Commission adopted Ordinance 3160 which repealed and replaced OCCGF Title 6, the Great Falls Animal Code, in its entirety. Ordinance 3160 established OCCGF §6.1.090 which provides criteria for the issuance of multi-animal permits. Recently, staff realized that an incorrect interpretation could occur with existing language of OCCGF §6.1.090(A) and prefers to clarify multi-animal permit holder responsibilities. The code language should require all animals subject to a multi-animal permit to be registered and collared, or registered and microchipped.

The Ordinance under consideration will make the code consistent with policy and the intent of the subject code provision. If adopted, the Ordinance under consideration will amend the code provisions to read, “All dogs and cats must be registered, and either collared, or microchipped.”

Written public comment was received prior to first reading. The individual who submitted the comment was concerned about animal code enforcement being insufficient and suggested other substantive changes related to dangerous animals. Staff’s position is that this is outside the scope of the Ordinance under consideration, but Staff would be willing to address those policy changes in the future if so directed by the Commission.

Ord. 3199 was accepted unanimously on first reading. There was no Commission discussion or additional public comment. Prior to second reading, Commissioner Moe provided an additional suggested amendment to include the word “either”. Said amended was incorporated for Commission consideration on second reading. Ord. 3199 Exhibit “A” is a document illustrating the proposed amendments with added language in **bold** and deleted language in ~~strikethrough~~.

Alternatives:

The Commission could deny Ordinance 3199 or table the item to a date certain to provide additional input.

Concurrences:

City Clerk’s Office
Great Falls Animal Shelter

Attachments/Exhibits:

Ord. 3199
Ord. 3199 Exhibit “A”

ORDINANCE 3199

AN ORDINANCE AMENDING TITLE 6, CHAPTER 1, SECTION 090, OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO MULTI-ANIMAL PERMIT/MULTIPLE ANIMAL HOBBY BREEDER PERMIT.

* * * * *

WHEREAS, the City Commission established Title 6, Chapter 1, of the OCCGF outlining provisions pertaining to Animals; and

WHEREAS, the City Commission established the criteria for the issuance of Multi-animal and multiple animal hobby breeder permits; and

WHEREAS, a correction is required to clarify that all animals subject to the issuance of such a permit must be registered with the Great Falls Animal Shelter; and

WHEREAS, the City Commission wishes to make said correction to clarify said criteria.

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

Section 1. OCCGF Title 1, Chapter 6, Section 090 shall be amended as depicted in Exhibit "A" attached hereto, with deleted language identified by ~~strikeout~~ and inserted language **bolded**; and

Section 2. This Ordinance will become effective thirty (30) days after adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading February 5, 2019.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading February 19, 2019.

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 3199 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

Exhibit "A"

Title 6 - ANIMALS

Chapter 1 ANIMALS

Chapter 1 ANIMALS

6.1.090 Multiple-animal permit/multiple animal hobby breeder permit.

A Multiple Animal Permit is required for any person, family, or household owning or harboring any more than the number of domestic dogs and cats permitted by Section 6.1.060 for more than thirty (30) days. A Multiple Animal Hobby Breeder Permit is required for any person, family, or household owning or harboring any more than the number of dogs and cats permitted by Section 6.1.060 who intends to breed their animals. The holder of a regular Multiple Animal Permit or a person holding no Multiple Animal Permit must apply for a Multiple Animal Hobby Breeder Permit within ten (10) days of the birth of a litter. Application for these permits shall be made with the Animal Shelter. The intended facilities are subject to inspection by an Animal Control Officer. The permit shall be issued upon the following conditions:

- A. All dogs and cats must be registered, **and either** collared, or ~~M~~microchipped;
- B. There must be adequate shelter and secure enclosure for animals on the premises;
- C. The owner uses suitable means of cleaning and/or disposing of animal excrement so that it does not become a nuisance or a health hazard;
- D. That in the investigating Animal Control Officer's opinion, the animals receive proper care, food, water, shelter, and humane treatment;
- E. Cat Hobby Breeders are allowed to have a maximum of four (4) litters per year. Other than any animals intended to be kept as pets by the breeder, kittens must be sold or given away within four (4) months of birth. Dog Hobby Breeders are allowed to have maximum of two (2) litters per year, and other than any animals intended to be kept as pets by the breeder, puppies must be removed within four (4) months.
- F. For a Hobby Breeder Permit, the puppies and kittens can only be sold, given as a gift or other transfer or conveyance from the location listed on the Hobby Breeder Permit.
- G. The Hobby Breeder Permit shall list the maximum number of animals over the age of four (4) months allowed on the premises and if the holder of the permit exceeds that number, it shall be grounds for revocation of all permits for that location.
- H. Animal Control Officers shall contact the persons residing in the adjoining premises to inquire their opinion regarding the application. The investigating Animal Control Officer shall consider this information in making their recommendation regarding the application; however, this information is not dispositive, only a factor in consideration of approval.
- I. The Animal Shelter shall approve or deny the application based on the information submitted by the applicant and on the recommendation of the investigating officer. The Animal Shelter may issue a conditional permit, but must state the permit conditions on the document and ensure that the applicant is advised of the conditions;
- J. After receiving notification of the Animal Control Officer's approval, the applicant must pay the Animal Shelter an application fee which shall be established by resolution of the City Commission;
- K. All premises for which a multiple animal permit is issued may be subject to annual inspections by the Animal Control Officer. The inspections may also be instigated if a complaint is filed. The

Exhibit "A"

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Animal Control Officer, on determining that such premises are not being maintained or the conditions of the permit are not met, may recommend a revocation or denial of the permit, if it is deemed necessary. The permittee shall be given a thirty-day written notice of the Animal Control Officer's recommendation, revocation, or denial;

- L. A permit authorized by the Animal Shelter must contain the following information:
 - 1. Name and address of the person to whom the permit is granted;
 - 2. The number of domestic dogs or cats for which the permit is granted;
 - 3. Any special conditions required by the Animal Control Officer;
 - 4. A Hobby Breeder Permit must state whether it is for dogs or cats or both; and
 - 5. Identifying information for the domestic dogs or cats for which the permit is granted.
- M. If the holder of a Multiple-Animal permit or a Multiple Animal Hobby Breeder permit moves, he or she must provide written notice of their new address if it is within the city limits of Great Falls within thirty (30) days of moving. The Animal Shelter will then conduct an inspection and take appropriate action under this section based on any changes at the permit holder's new residence, including but not limited to amending or revoking the Multiple Animal Permit.
- N. Upon denial, amendment, or revocation of a Multiple Animal Permit, the applicant/permittee shall be given written notice of the Animal Control Officer's recommendation and the appeal procedure.
- O. The applicant or permittee may appeal the denial or revocation of a permit by filing a written request for reconsideration with the Deputy City Manager. The written appeal must state the applicant's name and address and should clearly outline the applicant's rebuttal to the reason(s) stated for denial and should include any additional information which may be pertinent to the applicants request for a permit. The appeal shall be heard by the Deputy City Manager. The applicant or permittee may appeal an affirmation of the denial of a permit to the City Manager in the same manner as the appeal to the Deputy City Manager. Finally, the applicant or permittee may appeal an affirmation of denial by the City Manager to the City Commission by filing an appropriate written request, which shall review the application in a public meeting and uphold, reverse, or revise the decision on the application. The applicant or permittee shall have the burden of proving by clear and convincing evidence he or she is entitled to a permit.

(Ord. 3199, 2019; Ord. 3160, 2017).