



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
April 02, 2019
7:00 PM**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

PROCLAMATIONS

1. Week of the Young Child
Public Safety Telecommunicators Week
Esophageal Cancer Awareness 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. Appointments to the Great Falls Citizen's Council.
4. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

5. Miscellaneous reports and announcements from Boards and Commissions.

CITY MANAGER

6. Miscellaneous reports and announcements from City Manager.

CONSENT AGENDA

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

7. Minutes, March 19, 2019, Commission Meeting.
8. Total Expenditures of \$1,399,713 for the period of March 1, 2019 through March 20, 2019, to include claims over \$5000, in the amount of \$1,120,321.
9. Contracts List.

10. Approve Change Order No. 1 in the amount of \$13,762.00 and the Final Payment for the Public Works Fuel Tank Purchase and Installation in the amount of \$33,094.99 to NWESTCO LLC., and \$334.29 to the State Miscellaneous Tax Fund and authorize the City Manager to execute the necessary documents and make the payments.
11. Approve Change Order No. 1 in the amount of \$15,517.51 and approve Final Payment for the Meadowlark Drive Sewer Main Reroute in the amount of \$27,597.25 to Geranios Enterprises, Inc. and \$278.76 to the State Miscellaneous Tax Fund and authorize the City Manager to execute the necessary documents and make the payments.
12. Award a contract in the amount of \$416,751.00 to EJ Carpentry for the Public Works Facilities Repairs, and authorize the City Manager to execute the construction contract documents.

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

PUBLIC HEARINGS

13. Resolution 10286, to annex and Ordinance 3202, to establish zoning on Lot 5 of Grandview Tracts, Section 13, T20N, R3E, P.M.M., Cascade County, Montana currently owned by Steven and Crystal Johnson. *Action: Conduct a joint public hearing and adopt or deny Res. 10286 and the accompanying Findings of Fact and adopt or deny Ord. 3202 and the accompanying Findings of Fact. (Presented by Craig Raymond)*
14. CDBG & HOME Grant/Community Needs Public Hearing. *Action: Conduct a public hearing. (Presented by Craig Raymond)*
15. Lease of City-Owned Property, currently held by Public Works Sanitation Division, parcels 3016300 & 3015100 located three and one half miles north of the Manchester Exit, comprising of 316.5 acres for a period of three (3) years to Ronald Laubach in the amount of \$7,000 per year. *Action: Conduct a public hearing and approve or deny the lease agreement. (Presented by Jim Rearden)*

NEW BUSINESS

16. Westwood Plaza- Minor Subdivision, a subdivision of Lot 2 of the Amended Plat of Block 1, Westwood No. 2 Addition located in the N1/2 of Section 2, Township 20 North, Range 3 East, P.M.M., Cascade County, MT. *Action: Approve or deny the amended plat and the accompanying Findings of Fact. (Presented by Craig Raymond.)*
17. 2019/2020 Community Development Block Grant (CDBG) Policies and Citizen Participation Plan. *Action: Approve or deny the CDBG Policies and Citizen Participation Plan. (Presented by Craig Raymond)*
18. Amendment No. 1 to Development Agreement between the City of Great Falls, Great Falls Agritech Park, LLC and Great Falls Agritech Park Owners Association, LLC. *Action: Approve or deny the amendment. (Presented by Melissa Kinzler)*
19. Great Falls Animal Shelter Cattery Addition. *Action: Award or not award a contract to Detailed Construction in the amount of \$462,000 and authorize or not authorize the City Manager to execute the construction contract documents. (Presented by Charles Anderson)*

OLD BUSINESS

ORDINANCES / RESOLUTIONS

20. Ordinance 3197, Amending Title 1, Chapter 2, of the Official Code of the City of the City of Great Falls (OCCGF) adding Section 050 Establishing A Public Hearing Procedure. *Action: Accept or not accept Ord. 3197 on first reading and set second reading for April 16, 2019. (Presented by Sara Sexe)*
21. Ordinance 3198, Amending Title 17, Chapter 16, Article 6, of the Official Code of the City of Great Falls (OCCGF), Pertaining to Public Hearings. *Action: Accept or not accept Ord. 3198 on first reading and set second reading for April 16, 2019. (Presented by Sara Sexe)*
22. Ordinance 3203, Amending Title 2, Chapter 21, Section 090, of the Official Code of the City of Great Falls (OCCGF), Pertaining to the Great Falls Ethics Committee Meeting Schedule. *Action: Accept or not accept Ord. 3203 on first reading and set second reading for April 16, 2019. (Presented by Sara Sexe)*

CITY COMMISSION

23. Miscellaneous reports and announcements from the City Commission.
24. Commission Initiatives.
25. 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.



Item: Appointments, Great Falls Citizen’s Council
From: City Commission
Initiated By: City Commission
Presented By: City Commission
Action Requested: Appoint two members of the City Commission to serve on the Great Falls Citizen’s Council for 2019.

Suggested Motion:

1. Mayor moves:

“I move that the City Commission appoint _____ and _____ to serve on the Great Falls Citizen’s Council also known as Council of Councils for the May 29, 2019 meeting; and appoint _____ and _____ to serve on the Council for the October 29, 2019 meeting.”

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

Staff Recommendation: It is recommended that the Mayor appoint two members from the City Commission to serve as the Commission’s representatives for the Great Falls Citizen’s Council in accordance with Title 2, Chapter 19, Section 090 the Official Code of the City of Great Falls (OCCGF).

Summary: Pursuant to the Charter of the City of Great Falls, the Neighborhood Council program was established by Ordinance 2727 in 1997. There are nine separate Council districts throughout Great Falls.

Background: The Great Falls Citizen’s Council was created to act as a forum to address issues of community wide concern and resolve disputes among the individual neighborhood councils. The members are comprised of one member from each neighborhood council and two members of the City Commission who shall be appointed by the Mayor. The council meets three times a year, usually in January, May and October. The May meeting is scheduled for May 29, 2019 at 7:00 PM in the Gibson Room of the Civic Center. The tentative date for the final 2019 meeting is October 29, 2019.

The first meeting for 2019 was on January 29, 2019 in which Mayor Kelly and Commissioner Robinson served as the Commission Representatives.

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Regular City Commission Meeting

Mayor Pro Tempore Bronson presiding

CALL TO ORDER: 7:00 PM

Commission Chambers Room 206

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Bill Bronson, Tracy Houck, Owen Robinson, and Mary Sheehy Moe. Mayor Kelly was excused. Also present were the City Manager Greg Doyon and Deputy City Manager Chuck Anderson; City Clerk Lisa Kunz; Public Works Director Jim Rearden; Planning and Community Development Director Craig Raymond; Human Resources Director Gaye McInerney; Finance Director Melissa Kinzler; Fire Chief Steve Hester; Assistant City Attorney Joe Cik; and, Police Chief Dave Bowen.

AGENDA APPROVAL: City Manager Greg Doyon recommended the removal of Agenda Item 14 based on the conversation during this evening's work session. Hearing no objection, Mayor Pro Tempore Bronson deemed Item 14 withdrawn from the Agenda. There were no changes proposed by the City Commission. The agenda, as amended, was approved.

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

1. PROCLAMATIONS

Commissioner Moe read a proclamation for Child Abuse Prevention Month (April).

2. FIREFIGHTER OATHS

Mayor Pro Tempore Bronson performed the swearing in ceremony for Firefighter Brooke Lindskog.

PETITIONS AND COMMUNICATIONS

3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Jenelle Brandon, Alexander Temple Church, 3726 5th Avenue North, invited everyone to attend the #METOO awareness celebration on Sunday, March 31, 2019, at 11:30 a.m. at Alexander Temple Church.

NEIGHBORHOOD COUNCILS

4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

There were no miscellaneous reports and announcements from Neighborhood Council representatives.

BOARDS & COMMISSIONS

5. REAPPOINTMENT, GREAT FALLS TRANSIT DISTRICT BOARD

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Commissioner Robinson moved, seconded by Commissioner Houck, that the City Commission reappoint Donna Zook to the Great Falls Transit District Board for a four-year term through November 30, 2022.

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

Motion carried 4-0.

6. REAPPOINTMENTS, PARKING ADVISORY COMMISSION

Commissioner Houck moved, seconded by Commissioner Moe, that the City Commission reappoint Thaddeus Reiste, Kellie Pierce, and Katie Hanning to the Parking Advisory Commission for three-year terms beginning May 1, 2019 through April 30, 2021.

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

Motion carried 4-0.

7. REAPPOINTMENT, DESIGN REVIEW BOARD

Commissioner Moe moved, seconded by Commissioner Houck, that the City Commission reappoint Shannon Wilson to the Design Review Board to a three-year term through March 31, 2022.

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

Commissioner Houck noted that the Commission temporarily suspended the duties of the Design Review Board, but that does not mean the Commission has dissolved this advisory board.

There being no further comments, Mayor Pro Tempore Bronson called for the vote.

Motion carried 4-0.

8. 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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9. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon announced/reported the following:

- The Parking Advisory Commission has two community outreach meetings scheduled for March 20th at noon in the Gibson Room and 6 p.m. in the Commission Chambers.
- Congratulations to Legal Assistant Jodi Smith for obtaining her paralegal certificate; Erin Borland for her promotion to Planner III in the Planning and Community Development Department; and, Susie McIntyre for her appointment as Library Director.
- Deputy City Prosecutor Cassidy Blomgren was appointed to the Mental Health Advisory Council created by the Cascade County Commission.
- Public Works exceeded its FY19 overtime budget by \$34,000 due the recent cold and snow. The sand usage and fuel consumption are below average due to the short time frame of severe weather.
- Great Falls and other communities have been dealing with an unprecedented number of frozen service lines. Information about that topic and how to prevent frozen water lines is on the City's website.
- With the warmer weather brings thawing and possible flooding problems along the Missouri. Monitor news reports and Cascade County DES for flooding information.
- Manager Doyon will be attending the MMIA Board of Directors meeting this Thursday and Friday. Topics that will be discussed include budget and rate setting. If health insurance rates are adopted as presented, it will be a 10.8% increase for the City.
- Interviews of four candidates for the Housing Director position are scheduled for April 1st and 2nd.
- Staff held a budget retreat on March 1st, and are seeking input on how the Commission would like to pursue the budget process.
- Labor negotiations begin April 23rd through June 17th.

Manager Doyon also provided an update on the City's expanded drug testing policy. The 2006 policy was outdated and drug testing pertained only to employees with positions that required them to possess a CDL. The drug testing policy was updated to include any employee in a safety sensitive position. Employees were made aware of the new policy on January 17, 2019, and of the 60 day implementation timeframe.

The City believes that it is a management right to adopt a policy relating to random drug testing to insure that employees are safe in the workplace and that the public they serve are safe.

Several labor groups have indicated that they believe random drug testing for safety sensitive positions is a subject of negotiation. IAFF Local #8 filed a grievance, which he denied, and the grievance is now subject to binding arbitration pursuant to the Collective Bargaining Agreement. Local #8 also filed an Unfair Labor Practice claim against the City with the Montanan Board of Personnel Appeals. The City filed its response with the Board and is awaiting an assigned

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investigator. In addition, the Montana Federation of Public Employees, another public employees' union, has filed an Unfair Labor Practice claim with the Board of Personnel Appeals. The City filed its response to that claim as well.

CONSENT AGENDA.

10. Minutes, March 5, 2019, Commission meeting.
11. Total expenditures of \$2,580,048 for the period of February 16, 2019 through March 6, 2019, to include claims over \$5,000 in the amount of \$2,362,252.
12. Contracts list.
13. Award a contract in the amount of \$92,921.70 to Geranios Enterprises, Inc. for the 2nd Street South Water Main Extension project, and authorize the City Manager to execute the construction contract documents. **OF 1494.7**
14. Item 14 was pulled from the Agenda and not considered.
~~Accept Lettering Option #2, to only be installed on one side of the Gore Hill water tank, with an estimated cost of \$37,600 and authorize City staff to instruct Landmark Structures I, L.P. to complete the work. **OF 1625.2**~~
15. Approve the Retail Sales Agreement with AVI Systems Inc. for the City 190 Broadcast Video System Upgrade and three years of support in the amount of \$123,835.26 with annual support costs of \$8,044, and authorize the City Manager to execute the agreement. **OF 1741**

Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission approve the Consent Agenda as presented, with the exception of Item 14 which has been removed.

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

Hearing none, Mayor Pro Tempore Bronson called for the vote.

Motion carried 4-0.

PUBLIC HEARINGS

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16. ORDINANCE 3196 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.

Planning and Community Development Director Craig Raymond reported that this item is a request to conduct a public hearing on Ordinance 3196 which, if approved, will rezone a portion of tract 25D of McLean Garden Tracts, approximately 9,000 square feet once a boundary line adjustment has been completed.

Mr. Livesay originally came to the City in order to obtain a building permit to construct a storage shop building as part of the existing light industrial business use on the adjacent property. It became evident that the construction of the proposed shop building could not be completed without a boundary line adjustment to change a boundary line between two of the owner's parcels and a zone change of the amended portion of the property from R-1 Single Family Suburban to I-1 Light Industrial.

After a public hearing on January 22, 2019, the Zoning Commission recommended the City Commission approve of the boundary adjustment and zone change. It was at this meeting that staff received the four letters of protest for the proposed zone change that were included in the agenda packet.

Mayor Pro Tempore Bronson declared the public hearing open.

No one spoke in opposition to or in support of Ordinance 3196.

Mayor Pro Tempore Bronson closed the public hearing and asked the will of the Commission.

Commissioner Houck moved, seconded by Commissioner Robinson, that the City Commission adopt Ordinance 3196 and the Basis of Decision/Findings of Fact.

Mayor Pro Tempore Bronson asked if there was any discussion amongst the Commissioners.

Commissioner Houck noted the letters of concern by neighbors pertained to the building of the building itself, not the requested change in the zoning designation. She also inquired if Neighborhood Council 6 heard about or discussed this matter.

Deputy City Manager Chuck Anderson responded that he was present at the meeting when the applicants presented this matter to the Neighborhood Council. There were a few questions asked, but no one expressed any concerns.

Commissioner Moe noted that the neighbors expressed concern about a large warehouse being built, but staff describes it as a small outbuilding.

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Mayor Pro Tempore Bronson provided background information about annexation in that area. He noted that, although it is changing to an industrial use, the areas around there are similar. This is a relatively minor change.

Commissioner Houck added that when she first saw this item she had concerns about industrial use by a residential area and the river. After researching, however, it is consistent with everything else around there.

There being no further discussion, Mayor Pro Tempore Bronson called for the vote.

Motion carried 4-0.

17. RESOLUTION 10284 APPROVING THE DONATION OF USED EQUIPMENT TO THE TOWN OF VAUGHN FOR USE BY THE VAUGHN VOLUNTEER FIRE & RESCUE DEPARTMENT.

Fire Chief Steve Hester reported that the City of Great Falls decommissioned two 1990 Luverne Fire Engines in 2016. One is inoperative and is being proposed to be donated for parts, and the other is operative and is being proposed to be donated to the Town of Vaughn for use by the Vaughn Volunteer Fire & Rescue Department as a structure engine.

The Vaughn Fire Chief has advised Great Falls Fire Rescue that his department has a critical need for a fire engine, and has no financial means of purchasing a new or used fire engine. The Vaughn Volunteer Fire Department provides fire protection services to the Town of Vaughn and to homes and businesses on the City's northern border. Vaughn Volunteer Fire Department jurisdiction adjoins the City and the departments have a Mutual Aid Agreement that has been exercised on several occasions. The engine will not only serve in the Vaughn jurisdiction, but also still serve the community from time to time.

Mayor Pro Tempore Bronson declared the public hearing open.

No one spoke in opposition to Resolution 10284.

Speaking in support of Resolution 10284 was:

Ken Hanks, Vaughn Assistant Fire Chief, residing at 3805 7th Street NE, thanked the City for its consideration of appropriating this equipment.

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

Commissioner Robinson moved, seconded by Commissioner Houck, that the City Commission adopt Resolution 10284.

Mayor Pro Tempore Bronson asked if there was any discussion amongst the Commissioners.

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Commissioner Robinson commented this is a way of sharing with neighbors for the greater good.

Mayor Pro Tempore Bronson noted that the City did something similar for the Town of Neihart last year. Mayor Taylor recently emphasized again how much he and the town appreciated that donation.

There being no further discussion, Mayor Pro Tempore Bronson called for the vote.

Motion carried 4-0.

18. RESOLUTION 10285 TITLED "A RESOLUTION DECLARING CERTAIN PROPERTY LOCATED AT 3026 9TH AVENUE NORTH, LOT 5, BLOC 103, GREAT FALLS 12TH, CASCADE COUNTY, MONTANA, A NUISANCE, ORDER THE NUISANCE BE ABATED, AND AUTHORIZE CITY STAFF TO FORCE ABATEMENT IF NECESSARY."

Planning and Community Development Director Craig Raymond reported that this is a request to conduct a public hearing to consider the adoption of Resolution 10285 which would declare certain conditions located at 3026 9th Avenue North a public nuisance.

OCCGF Title 8 Chapter 49 provides for a process for dealing with nuisances which impact the public health and welfare. Nuisance is defined in OCCGF 8.49.010 as:

- Anything which is injurious to health, or is indecent or offensive to the senses, or is an obstruction to the free use of another's property, so as to interfere with the comfortable enjoyment of life or property of another; or including but not limited to placement and/or maintenance of any motor vehicle, motorcycle, trailer, camp trailer or mobile home on any property in the City in violation of any zoning regulation or other City ordinance; or all any residential structure (including all appurtenant structures) to remain vacant for more than one (1) year where its condition constitutes a hazard or its appearance is a blight to the community or where the property is maintained so as to obstruct the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin, or any public park, square, street, or highway, is defined to be a "nuisance."

Beginning in March 2017 and continuing through October 2018 the Planning and Community Development Department received multiple complaints about the condition of the property located at 3026 9th Avenue North. Between 2017 and present, the Department made all efforts to work with Mr. Calvin Osborn, the property owner.

Due to the owner's non-compliance, a Municipal Court Complaint was filed in 2017 against Mr. Osborne for Maintaining a Public Nuisance. Following the owner's guilty plea on the Complaint, the Department made several attempts to work with Mr. Osborn during site visits but were unsuccessful each time. Mr. Osborn assured the City on January 29, 2019, during a court appearance for the Complaint filed in 2017, that because he was incarcerated, he would have an agent or an acquaintance bring the property into compliance. Based on the observations from the public right of way on numerous site visit dates, violations continue to exist consistent with the history of complaints and violations. As of February 14, 2019, the violations were still present.

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The property maintenance violations on the property include, but are not limited to:

- Persons occupying a recreational vehicle on the property not located in the required zoning district which allows “camping”;
- Tan and white unsecure motorhome with no visible license plate and illegally parked on the property; and
- Exterior storage/salvage materials between the residence and garage and side yard including, but not limited to, propane tanks, tires, pallets, trash, etc.

Based on these continued deficiencies and OCCGF violations, Staff concludes that the subject property constitutes a Nuisance as defined by OCCGF Title 8, Chapter 49, and should be subject to forced abatement pursuant to that Chapter.

Mayor Pro Tempore Bronson declared the public hearing open.

No one spoke in opposition to or in support of Resolution 10285.

Mayor Pro Tempore Bronson closed the public hearing and asked the will of the Commission.

Commissioner Moe moved, seconded by Commissioner Houck, that the City Commission adopt Resolution 10285, declaring certain property located at 3026 9th Avenue North, Lot 5, Block 103, Great Falls 12th, Cascade County, Montana, a nuisance, order the nuisance be abated, and authorize City staff to force abatement if necessary.

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

Motion carried 4-0.

19. **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.**

Planning and Community Development Director Craig Raymond reported that this agenda item would have been a request to conduct a public hearing and to consider Resolution 10280, Ordinance 3195, the associated findings of fact, and the annexation agreement.

The applicant, Talcott Holdings, LLC, filed a formal request to postpone tonight’s public hearing and any action on the annexation until April 16, 2019, while they work through some pending issues on the property.

Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission approve the postponement of the public hearing to a date certain of April 16, 2019.

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

In response to Commissioner Moe's inquiry, Director Raymond noted this is the third postponement. Staff has attempted to contact the property owners, but have not received a return phone call.

After discussion about the procedural process, Mayor Pro Tempore Bronson called for the vote.

Motion carried 3-1 (Commissioner Houck dissenting).

OLD BUSINESS

NEW BUSINESS

20. MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF GREAT FALLS AND GREAT FALLS POLICE PROTECTIVE ASSOCIATION (GFPPA).

Human Resources Director Gaye McInerney reported that staff is recommending that the Commission approve the MOU for 10:40 shifts between the City and GFPPA. The MOU includes a trial period of January 1, 2019 through June 30, 2019 to utilize this 10:40 shift, which is 10 hours and 40 minutes. During this trial period the effectiveness of the 10:40 shift schedule will be evaluated by the City and GFPPA. The schedule was designed to allow staff members the ability to staff shifts properly and to respond to calls in a timely manner, as well as to provide safety of the public and officers.

Preliminary data, after two months of use of this schedule, has revealed a cost savings in the areas of more appropriate staffing of overlapping of shifts resulting in a reduction of overtime, acting pay for fill-in supervisors, and shift extensions.

Commissioner Robinson moved, seconded by Commissioner Houck, that the City Commission approve the Memorandum of Understanding between the City of Great Falls and the Great Falls Police Protective Association (GFPPA).

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

Commissioner Moe noted the trial period is about half over and the Commission's approval at this point seems perfunctory.

Director McInerney responded that staff is about two months into the trial period of actual data tracking. Staff would like the opportunity to have a complete trial period undertaken, and then perform a re-evaluation of the data.

City Manager Greg Doyon added that, as with other prior shift changes, a trial period is appropriate to understand the dynamics before it's made part of the collective bargaining agreement.

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Commissioner Moe inquired if the Commission should expect to get a formalized change to the agreement in June based on the trial period.

Manager Doyon responded that the Commission was previously briefed on this issue. There should be adequate data before going into union negotiations with GFPPA. GFPPA wants to be confident that there is a MOU that solidifies the trial period before moving it into a formal agreement.

Police Chief Dave Bowen added that this began months ago when the staffing issues came to light that were talked about in December. The misunderstanding was him thinking a contract issue could be opened up as long as all parties agreed to operate outside of the agreement. Manager Doyon reminded him that in previous labor agreements, they did that with an MOU.

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

Motion carried 4-0.

ORDINANCES/RESOLUTIONS

CITY COMMISSION

21. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Commissioner Houck announced that Western Art Week kicks off in Great Falls this week.

Commissioner Robinson relayed appreciation communicated to him from people that utilize the trail system to the Park and Recreation Department staff for keeping the trails usable during the recent extreme winter weather.

Commissioner Moe complimented the Public Works Department for its long hours and good work on snow removal.

Mayor Pro Tempore Bronson suggested that Trooper Palmer and family be kept in everyone's thoughts and prayers.

22. COMMISSION INITIATIVES.

There were no Commission initiatives.

23. LEGISLATIVE INITIATIVES.

Mayor Pro Tempore Bronson reported that he testified on one of the TIF bills at the legislature last week. He believes a compromise has been worked out with the sponsor of that bill to make it more palatable. He will also be testifying tomorrow at the legislature on another bill and is hopeful he can work something out with the sponsor of that bill.

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ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Robinson moved, seconded by Commissioner Moe, to adjourn the regular meeting of March 19, 2019, at 8:13 p.m.**

Motion carried 5-0.

Mayor Pro Tempore Bill Bronson

City Clerk Lisa Kunz

Minutes Approved: April 2, 2019

DRAFT



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 MARCH 7, 2019 - MARCH 20, 2019	1,336,124.96
MUNICIPAL COURT ACCOUNT CHECK RUN FOR MARCH 1, 2019 - MARCH 15, 2019	63,588.00
TOTAL: \$	1,399,712.96

GENERAL FUND

OTHER ADMIN

CTA ARCHITECTS ENGINEERS	PHASE I CC EXTERIOR ENVELOPE REHAB	27,511.42
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FIRE

BENEFIS HOSPITALS INC	OCCUPATIONAL PHYSICALS	6,001.00
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SPECIAL REVENUE FUND

LIBRARY

MCKINSTRY ESSENTION, LLC	BOILER REPLACEMENT	33,264.00
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PLANNING & COMMUNITY DEVELOPMENT

GREAT FALLS TRANSIT DISTRICT	PASS THROUGH REIMBURSEMENT FOR TRANSIT PLANNING	21,665.59
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PARK MAINTENANCE DISTRICT

WILLIAMSON FENCING	DUGOUT & BACKDROPS MULTI SPORTS FIELD #7	15,000.00
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ENTERPRISE FUNDS

WATER

FERGUSON ENTERPRISES INC	METER SUPPLIES	7,107.84
TD&H ENGINEERING	OF 1494.6 WATER MAIN CROSSINGS UPPER MISSOURI RIVER & SUN RIVER	34,149.73

GOLF COURSES

GREAT FALLS GOLF LLC	INITIAL FUNDING & GENERAL LIABILITY INSURANCE	167,594.00
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ICE BREAKER RUN

CREATEMYTEE LLC	2019 ICE BREAKER T-SHIRTS	17,527.86
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INTERNAL SERVICES FUND

CENTRAL GARAGE

MOUNTAIN VIEW CO-OP	FUEL	25,989.12
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TRUST AND AGENCY

COURT TRUST MUNICIPAL COURT

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	54,439.00
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PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	48,016.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	7,957.31
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	53,097.80
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	65,485.74
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	129,409.57
POLICE SAVINGS & LOAN	EMPLOYEE CONTRIBUTIONS	11,937.00
US BANK	FEDERAL TAXES, FICA & MEDICARE	202,780.28
AFLAC	EMPLOYEE CONTRIBUTIONS	9,574.28
NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	14,750.30

UTILITY BILLS

ENERGY WEST RESOURCES	FEBRUARY 2019 CHARGES	36,386.26
NORTHWESTERN ENERGY	FEBRUARY 2019 SLD CHARGES	76,725.22
HIGH PLAINS LANDFILL	FEBRUARY 2019 CHARGES	53,951.36

CLAIMS OVER \$5000 TOTAL:\$ 1,120,320.68

CITY OF GREAT FALLS, MONTANA

AGENDA: 9

COMMUNICATION TO THE CITY COMMISSION

DATE: April 2, 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 and Russell Country Drug Task Force (RCDTF)	Cascade County Sheriff’s Office (CCSO) and Conrad Police Department	Duration of RCDTF’s operations	RCDTF is funded through grant via Rocky Mountain HIDTA	Memorandum of Agreement (MOA) sets forth the responsibilities of the parties whose mission is to target drug trafficking organizations.
B	Public Works	Expo Park Cascade County	Indefinite	N/A	Consecutive System Agreement PWS ID# MT0005000

C	Great Falls Fire Rescue	Montana Disaster and Emergency Services (MTDES)	02/20/2019-09/30/2019	\$26,324 (Federal award) \$6,581 (required match) \$32,905 (total award)	FY 2018 Hazardous Materials Emergency Preparedness (HMEP) Grant Award Agreement for training for hands on HazMat team training for propane emergencies
D	Great Falls Fire Rescue	Montana Disaster and Emergency Services (MTDES)	10/01/2018-09/30/2019	\$59,584 (Federal Award) \$14,896 (required match) \$74,480 (total award)	FY 2018 Hazardous Materials Emergency Preparedness (HMEP) Grant Award Agreement for training in Sacramento, CA Continuing Challenge Conference for Billings, Bozeman, Helena, Missoula City, Missoula Rural & Kalispell managed by GFFR and shall be reimbursed by the other teams
E	Public Works/Engineering	Republic Services	03/15/2019-09/15/2019	\$34.91/ton – rate subject to change to a PI effective Oct. 1 st of each year	Ratification of Special Waste Service Agreement Non-Hazardous Wastes and addendum to special waste service agreement for diesel impacted media project at Public Works 1025 25 th Avenue NE, Special Waste Profile Number 4871193606
F	Human Resources	NEOGOV	04/02/2019-04/02/2020	\$36,243	Online Services Agreement to address recruitment, selection, applicant tracking, reporting & analysis and HR automation, Standard Technology Agreement and SaaS Agreement



Item: Change Order #1 and Final Payment: Public Works Fuel Tank Purchase and Installation OF 1455.9

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Approve Change Order #1 and Final Payment

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (approve/not approve) Change Order No. 1 in the amount of \$13,762.00, and (approve/not approve) the Final Payment for the Public Works Fuel Tank Purchase and Installation in the amount of \$33,094.99 to NWestco LLC., and \$334.29 to the State Miscellaneous Tax Fund, and authorize the City Manager to execute the necessary documents and make the payments.”

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

Staff Recommendation: Approve Change Order #1 and approve Final Payment.

Summary: This project was initiated to relocate the fueling station at the Public Works Complex. The project consisted of installing a two compartment 20,000 gallon (10k/10k), Double Wall horizontal UL-2085 aboveground fuel storage tank (AST), design and construction of the support foundation, installation of fuel dispensers, and tank monitoring equipment of the latest commercial type and design. The purpose for the project was to relocate the fueling station to a more accessible location for City employees to refuel vehicles. Moving the fueling station to the new location at the Public Works complex has helped improve employee safety and reduced congestion during peak usage hours.

Background:

Significant Impacts:

The location of the new fuel tank is constructed on a pre-regulation landfill site. During construction it was discovered that one support foundation was on landfill material and the other support was on native soil. The contractor requested that a geotechnical investigation be conducted to ensure that the concrete foundation for the tank could be properly designed, and avoid settlement problems.

Purpose:

This Change Order accounts for the funding needed to cover the additional engineering, labor and material costs associated with fuel tank foundation design, and construction to accommodate the varying foundation material types.

Workload Impacts:

The Geotechnical investigation and report was completed by Terracon Consultants, Inc. Foundation design and engineering plans and specifications were completed by the engineering firm retained by NWESTCO, LLC. Terracon Consultants, Inc., and City Engineering staff provided construction phase engineering services and project inspection

Project Work Scope:

Work performed under this contract included the following:

- The project installed a two compartment 20,000 gallon (10k/10k), double wall horizontal UL-2085 aboveground fuel storage tank (AST) for dispensing unleaded gasoline and diesel fuel.
- Installed reinforced concrete drive pads.
- Installed new gas pumps.
- Moved and reset the existing FuelMaster® Plus Advanced Fuel Management System, with additional components necessary for compatibility with the new system.

Final Payment:

The original contract was awarded on May 16, 2017 in the amount of \$207,870.90. The final project cost is \$221,632.90 which is \$13,762.00 more than the amount that was originally awarded and approved.

Conclusion:

City staff recommends approving Change Order #1 and making the Final Payment. City staff has verified that NWESTCO, LLC. has completed all work and punch list items in accordance with the plans and contract. The two year warranty period started at the time of substantial completion which was January 31, 2019.

Fiscal Impact:

The attached documents summarize the costs associated with this Change Order. The total project cost along with this increase to the project is funded through City Motor Fuel Overhead Surcharges.

Concurrences:

City Engineering, City Fleet, City Street Division and City Utilities recommends approval of change order #1 and issuing the final payment.

Attachments/Exhibits:

1. Change Order #1
2. Work Change Directive #1
3. Final Pay documents
4. Photo of Completed Project
5. Photo of Completed Project
6. Site Map

Change Order

No. ONE

Date of Issuance: January 31, 2019 Effective Date: October 5, 2017

Project: Public Works Fuel Tank Purchase and Installation	Owner: City of Great Falls	Owner's Contract No.: O. F. 1455.9
Contractor Public Works Fuel Tank Purchase and Installation O.F. 1455.9		Date of Contract: May 16, 2017
Contractor: NWESTCO, LLC.		Engineer's Project No.: PW391703

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Increase in Contract Price by \$13,762.00. Of which is provided for in the Work Change Directive noted on the attached sheet. Contractor shall be paid the \$13,762.00 that is agreed upon in writing through a Work Change Directive and only after all of the existing Contingency Allowance has been spent. This Change Order does include the increase in Contract Time.

Attachments: (List documents supporting change):

- Approved Work Change Directive

CHANGE IN CONTRACT PRICE:
Original Contract Price:

\$ 207,870.90

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1:

\$ 0.00

Contract Price prior to this Change Order:

\$ 207,870.90

[Increase] [Decrease] of this Change Order:

\$ +13,762

Contract Price incorporating this Change Order:

\$ 221,632.90

CHANGE IN CONTRACT TIMES:
Original Contract Times:

Working days Calendar days

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

[Increase] [Decrease] from previously approved Change Orders

No. 0 to No. 0:
Substantial completion (days): +0

Ready for final payment (days): TBA

Contract Times prior to this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

A. GENERAL INFORMATION

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

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

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

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

B. COMPLETING THE CHANGE ORDER FORM

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

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

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

Work Change Directive

No. 1

Date of Issuance: January 31, 2019

Effective Date: October 5, 2017

Project: Works Fuel Tank Purchase and Installation	Owner: City of Great Falls	Owner's Contract No.: OF 1455.9
Contract: Public Works Fuel Tank Purchase and Installation O.F. 1455.9		Date of Contract: May 16, 2017
Contractor: NWESTCO, LLC		Engineer's Project No.: PW391703

The soils in the project area are described as a silty sand soil that includes scattered gravel, wood debris, burned cinders, and broken glass. This material has a medium dense relative density at the upper surface, varying to very loose with depth. This material is only moderately compressible, with consolidation testing indicating an average compression of slightly over 1/2 percent per ksf.

The geotechnical analysis suggests that allowable bearing capacity cannot be reasonably achieved for the proposed project area. Estimated settlement of the fuel tank mat foundation would exceed 2-1/2 inches. This estimated amount of settlement is unacceptable for support of the proposed fuel tank system. The proposed foundation support for the fuel tank is to install four 24-inch diameter 25-foot long drilled shafts. The 25-foot shaft depth would result in a design embedment depth and rock socket of 10 feet into the underlying shale bedrock. Per Geotechnical report recommendations the contractor is directed to include drilled shaft design into tank foundation design.

The cost for this work will be \$18,762.00 and will be paid for under bid item 103.

Attachments (list documents supporting change):

See attached executive summary and supplemental memo to the geotechnical recommendations.

Purpose for Work Change Directive: *After contract award it was noted that the location of the proposed fuel tank was to be constructed on a pre-regulation landfill site. The contractor requested that a geotechnical investigation be conducted to ensure that the concrete foundation for the tank could be properly designed.*

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

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

Estimated change in Contract Price and Contract Times:

Contract Price \$13,762.00 (increase/decrease) Contract Time NA (increase/decrease)

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

EXECUTIVE SUMMARY

A geotechnical investigation has been performed for the proposed Great Falls Department of Public Works Fueling Station to be located at the City of Great Falls Public Works complex at 1025 25th Ave NE in Great Falls. A total of eight (8) borings were completed at the site, inclusive of four (4) 30-foot borings at the corners of the fuel tank structure and four (4) 11.5-foot borings located near the corners of the truck access pavement adjacent to the fueling pad. These borings were drilled to assist in design and construction of the fuel tank support mat and the adjacent concrete drive pads. The project includes a 10,000 gallon gasoline storage tank and a 10,000 gallon diesel fuel storage tank. The combined weight of the dual tank and fuel will range from about 192,000 to 202,000 pounds. The tank mat foundation is currently planned to be 10 feet by 40 feet in plan dimension, with a total load on the order of 1,000 psf at the base of the foundation mat.

The subsurface conditions at the site are characterized by about 2 feet of asphalt millings which overlie differing depths of old landfill material over native lean to fat clay and then clay shale with depth. The landfill material consists primarily of silty sand that included cinders (from apparent in-place refuse burning) with wood, glass, and other debris. The fill depth ranged from about 1 foot near the northwest corner of the project to a depth of 14 feet near the southeast corner of the project area.

This report provides geotechnical recommendations for the design and construction of the tank mat subgrade and the truck access pavement, along with related earthwork for the proposed project. These recommendations are based on the project information currently available and as described herein. Based on these geologic conditions, the following geotechnical design considerations have been applied in the development of this report:

- The exploratory borings indicate a (mostly) natural clay soil column on the west side of the site, while the landfill material thicknesses increase to as much as 14 feet on the east side of the site. Our analyses of settlement indicate that the native clay soils are moderately compressible, with anticipated settlements on the order of 1 inch at the west side of the fueling mat. Conversely, the landfill material is expected to be very compressible, with expected settlements over 2-1/2 inches at the east end of the tank mat if the mat were to be constructed on the existing clay/landfill soil column.
- We have evaluated three alternatives to provide support for the tank mat and truck drive pads. These alternatives include over-excavation and replacement of the landfill material and native clay in the project foundation zone; the installation of Rammed Aggregate Piers (RAP) to provide foundation support for the tanks and truck drive pads, and the use of drilled shafts to provide foundation support for the tanks and truck drive pads. We have also provided a preliminary economic evaluation regarding the potential costs associated with the implementation of the different alternatives. All of the foundation alternatives were developed to limit total settlements to less than 1 inch.

October 4, 2017

City of Great Falls Public Works
P.O. Box 5021
Great Falls, MT 59403



Attn: Mr. Russell Brewer, P.E., Senior Civil Engineer
P: [406] 455-8129
E: rbrewer@greatfallsmt.net

Re: Meeting of October 3, 2017 and Additional Geotechnical Recommendations
City of Great Falls Public Works Fuel Station
1025 25th Ave NE
Great Falls, Montana
Terracon Project No. C4175029

Dear Mr. Brewer:

At your request, Terracon Consultants, Inc. (Terracon) attended a meeting at your office yesterday to discuss project details with the City design team, as well as the project architect and structural engineer via teleconference. This letter summarizes the design elements we discussed yesterday.

First, with regard to the drilled shaft foundations, the City design team and the structural engineer asked if the proposed drilled shaft contractor would be employing temporary casing for the drilled shafts and how deep the drilled shafts would extend. Our Senior Geotechnical Engineer, Mr. Brian Williams, indicated that the use of temporary casing was planned for those depths where old landfill material might be encountered, especially for the two drilled shafts at the east end of the fueling station. With regard to the proposed diameter and depth of the drilled shafts, Mr. Williams indicated that the proposed drilled shaft diameter was planned to be 24 inches, and that the shaft depth would be 25 feet below existing ground surface. Mr. Williams further indicated that, based on the exploratory borings conducted at the site (as reported in the project geotechnical report dated August 24, 2017), the 25-foot shaft depth would result in a design embedment depth and rock socket of 10 feet into the underlying shale bedrock. Mr. Williams reiterated that only 4 drilled shafts were planned; one at each corner of the fueling tank structure, in accordance with our email of August 28, 2017, that discussed the project.

With regard to the cleanup and truck slabs, Mr. Williams concurred with the plan to excavate to a depth of 6 inches below the cleanup slab, to compact the existing surface in accordance with the recommendations of our geotechnical report, and then to install and compact a minimum of 6 inches of crushed Base Course below the bottom of the cleanout slab, upon which no truck or structural loading is planned. For the truck fueling slabs, and in an effort to develop a subgrade that will reduce differential performance and cracking of the truck fueling slabs, Mr. Williams also

APPLICATION FOR PAYMENT NO. FINAL

To: City of Great Falls (OWNER)
From: NWESTCO (CONTRACTOR)
Contract: PW Fuel Tanks Purchase and Installation 1455.9
Project: Public Works Complex Fuel Tank Installation
OWNER's Contract No. _____ ENGINEER's Project No. PW391703
For Work accomplished through the date of: January 31, 2019

1.	Original Contract Price:	\$	<u>207,870.90</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$	<u>13,762.00</u>
3.	Current Contract Price (1 plus 2):	\$	<u>221,632.90</u>
4.	Total completed <u>\$221,632.90</u> and stored <u>\$0.00</u> to date:	\$	<u>221,632.90</u>
5.	Retainage (per Agreement):		
	<u>5</u> % of Completed Work: \$	<u>0.00</u>	
	<u>5</u> % of stored material: \$	<u>0.00</u>	
	Total Retainage:	\$	<u>0.00</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$	<u>221,632.90</u>
7.	Less previous Applications for Payments:	\$	<u>188,203.62</u>
8.	Gross Amount Due this application: (6 minus 7):	\$	<u>33,429.28</u>
9.	Less 1% State Gross Receipts Tax:	\$	<u>334.29</u>
10.	DUE THIS APPLICATION (8 MINUS 9):	\$	<u>33,094.99</u>

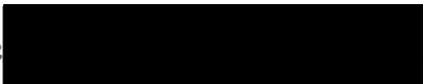
Accompanying Documentation:

CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through THREE inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 3/8/19

NWESTCO, LLC.
CONTRACTOR

By: 

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 3/8/2019

City of Great Falls
ENGINEER

By: 

EJCDC No. 1910-8-E (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute. Modified by the City of Great Falls to add Items 9 and 10.

PROJECT FUNDING/EXPENDITURE SUMMARY

OF 1455.9, Public Works Fuel Tank Purchase and Installation

PREPARED BY THE CITY ENGINEERS OFFICE: RJB

DATE: 10/05/2018

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
CONTRACTOR: Terracon, LLC.	Motor Fuel Overhead	\$10,500.00					\$10,500.00	\$10,500.00	\$0.00
	6010-31-513-49410							\$0.00	\$0.00
	DATE	8/27/2017	\$0.00	\$0.00	\$0.00	\$0.00	\$10,500.00	\$10,500.00	\$0.00

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
CONTRACTOR: Terracon, LLC.	Motor Fuel Overhead	\$6,726.50					\$7,313.00	\$6,726.50	\$586.50
	6010-31-513-49410							\$0.00	\$0.00
	DATE	7/6/2018	\$0.00	\$0.00	\$0.00	\$0.00	\$7,313.00	\$6,726.50	\$586.50

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
CONTRACTOR: NWESTCO, LLC.	Motor Fuel Overhead	\$29,021.23	\$61,689.21	\$95,611.14	\$33,094.99		\$219,416.57	\$219,416.57	\$0.00
	6010-31-513-49410						\$0.00	\$0.00	\$0.00
	DATE	12/19/2017	8/27/2018	11/1/2018	3/1/2019		\$219,416.57	\$219,416.57	\$0.00

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
MT. DEPT. OF REV. 1%	Motor Fuel Overhead	\$293.14	\$623.12	\$965.77	\$334.29		\$2,216.32	\$2,216.32	\$0.00
	6010-31-513-49410						\$0.00	\$0.00	\$0.00
	DATE	12/19/2017	8/27/2018	11/1/2018	3/1/2019		\$2,216.32	\$2,216.32	\$0.00

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
CONTRACTOR: Boland Drilling	Motor Fuel Overhead	\$16,434.00					\$18,414.00	\$16,434.00	\$1,980.00
	6010-31-513-49410						\$0.00	\$0.00	\$0.00
	DATE	5/30/2018	\$0.00	\$0.00	\$0.00	\$0.00	\$18,414.00	\$16,434.00	\$1,980.00

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
MT. DEPT. OF REV. 1%	Motor Fuel Overhead	\$166.00					\$186.00	\$166.00	\$20.00
	6010-31-513-49410						\$0.00	\$0.00	\$0.00
	DATE	5/30/2018	\$0.00	\$0.00	\$0.00	\$0.00	\$186.00	\$166.00	\$20.00

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
MISCELLANEOUS	Motor Fuel Overhead	\$618.68	\$27.73	\$368.03	\$461.25	\$450.00			
	6010-31-513-43590								
	DATE	4/11/2017	6/28/2017	3/7/2018	3/13/2018	4/20/2018			
	VENDOR	Tribune	Fed-Ex	Bldg Permit	Elec Permit	MDS Geotex			

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 6	NO. 7	NO. 8	NO. 9	NO. 10			
MISCELLANEOUS	Motor Fuel Overhead	\$450.00	\$450.00	\$13,237.36	\$2,160.75		\$19,400.00	\$18,223.80	\$1,176.20
	6010-31-513-43590								
	DATE	5/1/2018	5/1/2018	5/4/2018	10/3/2018		\$19,400.00	\$18,223.80	\$1,176.20
	VENDOR	MDS Geotex	MDS Geotex	Hi Plains LF	Terracon				

PROJECT #	ACCOUNT NUMBER	FUND DESIGNATION	FUNDING	EXPENDITURES	BALANCE
PW391703					
	6010-31-513-49410	Motor Fuel Overhead	\$258,045.89	\$255,459.39	\$2,586.50
	6010-31-513-43590	Motor Fuel Overhead	\$19,400.00	\$18,223.80	\$1,176.20
		TOTALS	\$277,445.89	\$273,683.19	\$3,762.70

PROJECT FUNDING/EXPENDITURE SUMMARY

OF 1455.9, Public Works Fuel Tank Purchase and Installation

PREPARED BY THE CITY ENGINEERS OFFICE: RJB

DATE: 10/05/2018

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
CONTRACTOR: Terracon, LLC.	Motor Fuel Overhead								
	6010-31-513-49410	\$10,500.00					\$10,500.00	\$10,500.00	\$0.00
								\$0.00	\$0.00
		\$10,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,500.00	\$10,500.00	\$0.00
	DATE	8/27/2017							

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
CONTRACTOR: Terracon, LLC.	Motor Fuel Overhead								
	6010-31-513-49410	\$6,726.50					\$7,313.00	\$6,726.50	\$586.50
								\$0.00	\$0.00
		\$6,726.50	\$0.00	\$0.00	\$0.00	\$0.00	\$7,313.00	\$6,726.50	\$586.50
	DATE	7/6/2018							

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
CONTRACTOR: NWESTCO, LLC.	Motor Fuel Overhead								
	6010-31-513-49410	\$29,021.23	\$61,689.21	\$95,611.14	\$33,094.99		\$219,416.57	\$219,416.57	\$0.00
							\$0.00	\$0.00	\$0.00
		\$29,021.23	\$61,689.21	\$95,611.14	\$33,094.99	\$0.00	\$219,416.57	\$219,416.57	\$0.00
	DATE	12/19/2017	8/27/2018	11/1/2018	3/1/2019				

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
MT. DEPT. OF REV. 1%	Motor Fuel Overhead								
	6010-31-513-49410	\$293.14	\$623.12	\$965.77	\$334.29		\$2,216.32	\$2,216.32	\$0.00
							\$0.00	\$0.00	\$0.00
		\$293.14	\$623.12	\$965.77	\$334.29	\$0.00	\$2,216.32	\$2,216.32	\$0.00
	DATE	12/19/2017	8/27/2018	11/1/2018	3/1/2019				

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
CONTRACTOR: Boland Drilling	Motor Fuel Overhead								
	6010-31-513-49410	\$16,434.00					\$18,414.00	\$16,434.00	\$1,980.00
							\$0.00	\$0.00	\$0.00
		\$16,434.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,414.00	\$16,434.00	\$1,980.00
	DATE	5/30/2018							

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
MT. DEPT. OF REV. 1%	Motor Fuel Overhead								
	6010-31-513-49410	\$166.00					\$186.00	\$166.00	\$20.00
							\$0.00	\$0.00	\$0.00
		\$166.00	\$0.00	\$0.00	\$0.00	\$0.00	\$186.00	\$166.00	\$20.00
	DATE	5/30/2018							

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE				
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5
MISCELLANEOUS	Motor Fuel Overhead					
	6010-31-513-43590	\$618.68	\$27.73	\$368.03	\$461.25	\$450.00
	DATE	4/11/2017	6/28/2017	3/7/2018	3/13/2018	4/20/2018
	VENDOR	Tribune	Fed-Ex	Bldg Permit	Elec Permit	MDS Geotex



PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 6	NO. 7	NO. 8	NO. 9	NO. 10			
MISCELLANEOUS	Motor Fuel Overhead								
	6010-31-513-43590	\$450.00	\$450.00	\$13,237.36	\$2,160.75		\$19,400.00	\$18,223.80	\$1,176.20
	DATE	5/1/2018	5/1/2018	5/4/2018	10/3/2018				
	VENDOR	MDS Geotex	MDS Geotex	Hi Plains LF	Terracon		\$19,400.00	\$18,223.80	\$1,176.20

PROJECT #	ACCOUNT NUMBER	FUND DESIGNATION	FUNDING	EXPENDITURES	BALANCE
PW391703					
	6010-31-513-49410	Motor Fuel Overhead	\$258,045.89	\$255,459.39	\$2,586.50
	6010-31-513-43590	Motor Fuel Overhead	\$19,400.00	\$18,223.80	\$1,176.20
		TOTALS	\$277,445.89	\$273,683.19	\$3,762.70



Invoice

03/08/2019

Northwest Fuel Systems
 115 Industrial Ct.
 Kalispell, MT 59901
 Phone: (800) 775-1892 Fax: (406) 755-4582
<http://nwestco.com>

SO: 270280

Bill To:

City of Great Falls
 PO Box 5021
 Great Falls, MT 59403

Ship To:

City of Great Falls
 Public Works Complex
 1025 25th Avenue NE
 Great Falls, MT 59404

Contact: City of Great Falls

Notes

Final Billing - Job Complete

DUE UPON RECEIPT

Seller	Payment Terms	Carrier
BrittneyR	Due on receipt	Best Way

Type	Number / Description	Unit Price	Qty Ordered	Total Price
Sale	DP - 101 Tank & Related Equip	\$ 0.00	1 Job	\$ 0.00
Note	101 Original Amount \$139,606.00 Less Previous Billed \$139,606.00			
Sale	DP - 102 Dispenser	\$ 4,761.84	1 Job	\$ 4,761.84
Note	102 Original Amount \$14,304.00 Less Previous Billed \$9,542.16			
Sale	DP - 103 Slab & Foundation	\$ 18,762.00	1 Job	\$ 18,762.00
Note	103 Original Amount \$10,536.00			
Sale	DP - 104 Concrete Drive Pad	\$ 0.00	1 Job	\$ 0.00
Note	104 Original Amount \$26,500.50 Less Previous Billed \$26,500.50			
Sale	DP - 105 Geotextile	\$ 0.00	1 Job	\$ 0.00
Note	105 Original Amount \$799.40 Less Previous Billed \$799.40			
Sale	DP - 106 Fuelmaster	\$ 0.00	1 Job	\$ 0.00
Note	106 Original Amount \$10,000.00 Less Previous Billed \$10,000.00			
Sale	DP - 108 Staircase & Landing Pad	\$ 0.00	1 Job	\$ 0.00



Invoice

03/08/2019

SO: 270280

Northwest Fuel Systems
115 Industrial Ct.
Kalispell, MT 59901
Phone: (800) 775-1892 Fax: (406) 755-4582
<http://nwestco.com>

Type	Number / Description	Unit Price	Qty Ordered	Total Price
Note	108 Original Amount \$1,125.00 Less Previous Billed \$1,125.00			
Note				

Subtotal:	\$ 23,523.84
Sales Tax:	\$ 0.00
Total:	\$ 23,523.84

Remit to:
Nwestco LLC
115 Industrial Ct.
Kalispell, MT 59901





modern

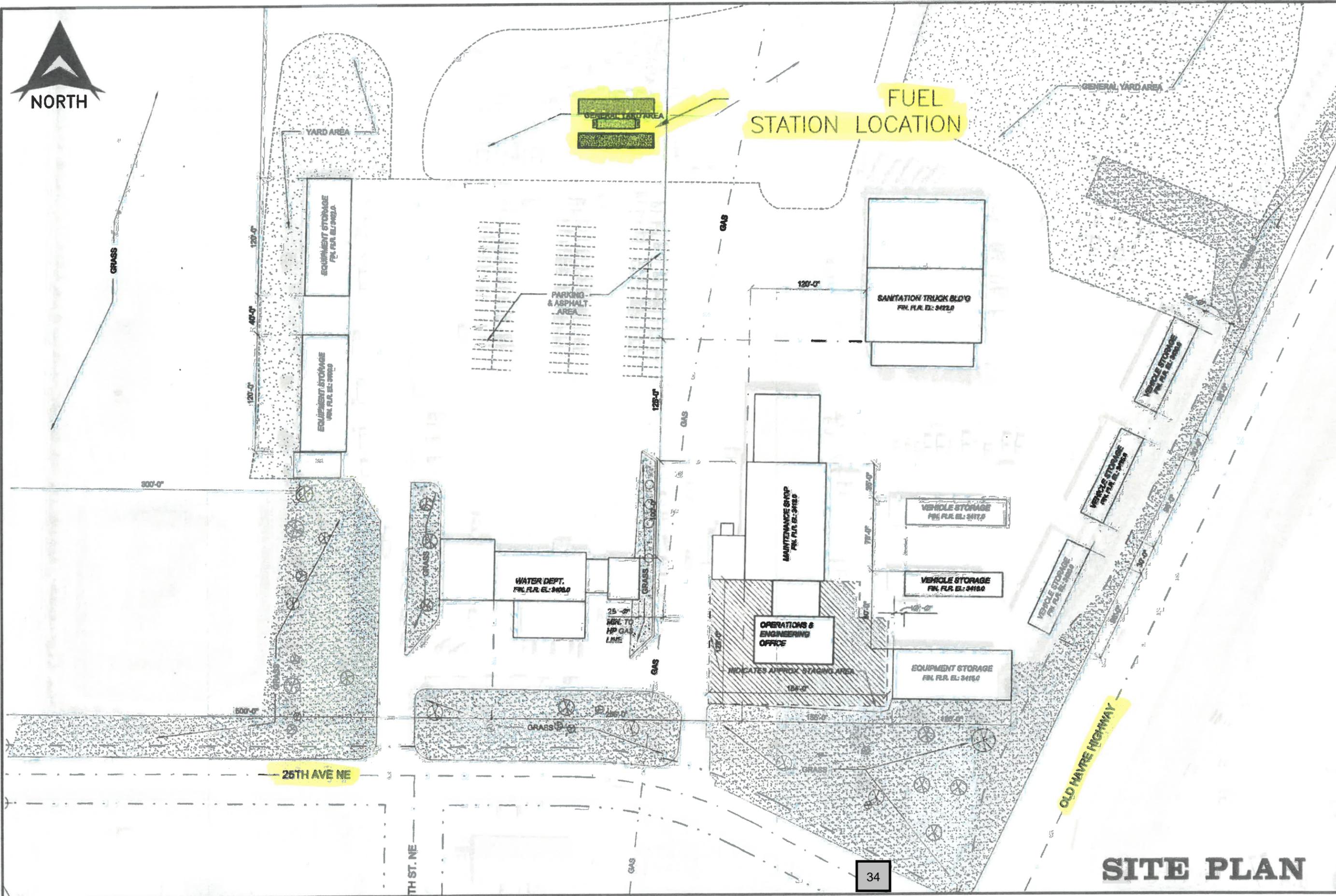


WARNING
1. NO SMOKING
2. SHUT OFF PISTON
3. Release pressure
4. Do not use for heating
5. Do not use for cooking
6. Do not use for drying
7. Do not use for power
8. Do not use for welding
9. Do not use for cutting
10. Do not use for any other
purpose
11. Do not use if piston
is missing or broken
12. Do not use if
piston is bent

1

2

CITY OF GREENVILLE
SAFETY SERVICES
771-1401



SHEET 1 of 2	CITY OF GREAT FALLS PUBLIC WORKS DEPARTMENT OF 1455.9 PUBLIC WORKS FUEL TANK			DESIGN BY : RJB	CHECKED BY : RJB	SCALE AS SHOWN	REVISED :
				DRAWN BY : TND	APPROVED BY : RJB	DATE : 02/21/2017	AS-BUILT :

SITE PLAN



Item: Change Order No. 1 and Final Payment: Meadowlark Drive Sewer Main Reroute – OF 1674.9

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Approve Change Order No. 1 and Final Payment

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) Change Order No. 1 in the amount of \$15,517.51 and (approve/not approve) Final Payment for the Meadowlark Drive Sewer Main Reroute in the amount of \$27,597.25 to Geranios Enterprises, Inc. and \$278.76 to the State Miscellaneous Tax Fund and authorize the City Manager to execute the necessary documents and make the payments.”

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

Staff Recommendation: Approve Change Order No. 1 and Final Payment

Background:

Significant Impacts

Change Order No. 1 increases the work scope, including dewatering; traffic control; driveway, curb and gutter and pavement replacement; and miscellaneous other work. Alluvial soils combined with extremely high ground water conditions caused the utility trenches to slough off more than normal, thus disturbing more public and private property than was initially planned. Also, to facilitate improved street drainage, additional curb and gutter and pavement was replaced in Meadowlark Drive.

Citizen Participation

The change order work scope results in improvements to several surrounding residential private properties that were disturbed during construction, and Meadowlark Drive.

Workload Impacts

City Engineering staff completed the design engineering, including preparation of plans and specifications, and provided construction phase engineering services and project inspection.

Purpose

The change order will increase the contract amount by \$15,517.51. This includes liquidated damages in the amount of \$2,000 charged to the Contractor for exceeding the 21-day contract time.

Evaluation and Selection Process

Two quotes were received on June 7, 2018 ranging from \$73,035.00 to \$76,803.00. Geranios Enterprises, Inc. submitting the low bid in the amount of \$73,035.00 and was awarded a contract on June 19, 2018.

Conclusion

City Staff recommends approving Change Order No. 1 and Final Payment to Geranios Enterprises.

Fiscal Impact:

The project contract amount will increase from \$73,035.00 to \$88,552.51. Sewer funding is available to cover the increased contract amount.

Alternatives:

The City Commission could vote to deny Change Order No. 1 and/or the Final Payment.

Attachments/Exhibits:

1. Change Order No. 1
2. Final Payment



Geranios Enterprises, Inc.

P.O. Box 2543, Great Falls, MT 59403
Phone 406-727-3430 Fax 406-727-3435

Construction • Design • Management • As-Built • Maintenance • Minority Woman Owned DBE Corporation

Unit Billing

Application: 2 FINAL

Period: 11/30/2018

Owner: City of Great Falls
PO Box 5021
Great Falls MT 59403-5021

Job Location: MEADOWLARK SEWER REROUTE
PO Box 5021
Great Falls MT 59403-5021

O.F. 1674.9

Application For Payment On Contract

Contractor's Certification of Work

Contract Sum to Date	88,552.51
Total Complete to Date	88,552.51
Total Retained	0.00
Total Earned Less Retained	88,552.51
Less Previous Billings	60,676.51
Current Payment Due	27,876.00
Balance on Contract	0.00

I hereby certify to, to the best of my knowledge and belief, that-

- 1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- 2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 32, United States Code;
- 3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- 4) This certification is not to be construed as final acceptance of a subcontractor's performance.


 Name: _____ Date: 20 March 2019
 Title: Secretary / Treasurer nick@g-e-inc.com
 Nicholas A. Geranios 406-727-3430
 PO Box 2543
 Great Falls, MT 59403

Thank you for your prompt payment.

Unit Billing

Application: 2

Period: 11/30/2018

Schedule of Work Completed

Description	Price/Unit	Contract Plus Changes	Previous Units Billed	Current Units Complete	Total Units Complete	Previous Value	Current Value	Total Value	Retained
Contract O.F. 1674.9									
Item No 1									
Manhole Standard, 72 Straight Type, Pour in Place Base & Castings	40,424.30	40,424.30	1.00		1.00	40,424.30		40,424.30	
Item No 2									
Manhole Additional Height 72" Dia., Straight Type	623.00	3,800.30	6.10		6.10	3,800.30		3,800.30	
Item No 3									
Sewer Main, Replace, 8" ASTM D3034 SDR 35	57.20	1,544.40	27.00		27.00	1,544.40		1,544.40	
Item No 4									
Sewer Service, 4" PVC, Including 2 Cleanouts	57.20	3,432.00	60.00		60.00	3,432.00		3,432.00	
Item No 5									
Sod, Remove & Replac	2.00	1,300.00		650.00	650.00		1,300.00	1,300.00	
Item No 6									
Sprinkler System, Rep	500.00	500.00		1.00	1.00		500.00	500.00	

Unit Billing

Application: 2

Period: 11/30/2018

Schedule of Work Completed

Description	Price/Unit	Contract Plus Changes	Previous Units Billed	Current Units Complete	Total Units Complete	Previous Value	Current Value	Total Value	Retained
Item No 7 Landscape, Remove & Replace (Curb, Fabric, Gravel, Vegetation)	3,841.00								
Item No 8 Sidewalk, 4", Remove & Replace Includes 3" Gravel	25.00	2,257.50		90.30	90.30		2,257.50	2,257.50	
Item No 9 Asphalt Pavement, Re & Rplace, 3" Thickness	75.00	7,500.00		100.00	100.00		7,500.00	7,500.00	
Item No 10 Dewatering, Manhole, and Service Line	14,669.00	14,669.00	1.00		1.00	14,669.00		14,669.00	
Item No 11 Miscellaneous Work	1.00	15,125.01		15,125.01	15,125.01		15,125.01	15,125.01	
Item No 12 Liquidated Damages	2,000.00	-2,000.00		-1.00	-1.00		-2,000.00	-2,000.00	

Unit Billing

Application: 2

Period: 11/30/2018

Schedule of Work Completed

Description	Price/Unit	Contract Plus Changes	Previous Units Billed	Current Units Complete	Total Units Complete	Previous Value	Current Value	Total Value	Retained
Totals:		88,652.51	95.10	15,965.31	16,060.41	63,870.00	24,682.51	88,552.51	

Item #	Description of Pay Items	Qty	Unit	Unit Price	Total Bid Amount	Quantity Payment No. 1	Amount Payment No. 1	Quantity Payment No. 2	Amount Payment No. 2 (Final)	Quantity Payment No. 3	Amount Payment No. 3	Quantity Payment No. 4	Amount Payment No. 4	Quantity Payment No. 5	Amount Payment No. 5 (Final)	Amount Cumulative Payments	Quantity Remaining	City	
SCHEDULE 1																			
1	Mantle Standard 72" Dia	1.0	LS	\$ 40,424.30	\$40,424.30	1.00	\$40,424.30	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$40,424.30	0.00	100.00	
2	Mantle Additional Height 72" Dia	6.1	V.F.	\$ 623.00	\$3,800.30	6.10	\$3,800.30	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$3,800.30	0.00	100.00	
3	Sewer Main Reveal 6" PVC ASTM D3034 SDR 35	27.0	L.F.	\$ 57.20	\$1,544.40	27.00	\$1,544.40	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$1,544.40	0.00	100.00	
4	Sewer Service 4" PVC, Schedule 40 including 2 Cleanouts	60.0	L.F.	\$ 7.20	\$3,432.00	60.00	\$3,432.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$3,432.00	0.00	100.00	
5	Soil Remove and Replace	750.0	S.F.	\$ 2.00	\$1,500.00	0.00	\$0.00	650.00	\$1,300.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$1,300.00	100.00	86.67	
6	Sprinkler System Repair	1.0	L.S.	\$500.00	\$500.00	0.00	\$0.00	1.00	\$500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$500.00	0.00	100.00	
7	Landscaping, Remove & Replace, Curb, Fabric Gravel, Vegetation	1.0	L.S.	\$3,540.00	\$3,540.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$3,540.00	1.00	0.00	
8	Sidewalk, 4" Remove and Replace, Include 3" Base Gravel	60.0	S.F.	\$ 26.00	\$1,560.00	0.00	\$0.00	60.00	\$2,267.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$2,267.50	(30.30)	150.50	
9	Asphalt Pavement Remove and Replace, 3" Thickness	15.0	S.Y.	\$ 75.00	\$1,125.00	0.00	\$0.00	100.00	\$7,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$7,500.00	(85.00)	665.67	
10	Dewatering, Mantle, Main and Service Line	1.0	L.S.	\$14,669.00	\$14,669.00	1.00	\$14,669.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$14,669.00	0.00	100.00	
11	Miscellaneous Work Units	1,000.0	Unit	\$ 1.00	\$1,000.00	0.00	\$0.00	10,286.50	\$15,125.01	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$15,125.01	(9,286.50)	1028.85	
TOTAL					\$73,035.00		\$63,870.00		26,682.51		\$2,000.00		\$88,552.51		\$88,552.51				
Less Unspecified Liquidated Damages (10 days at \$200.00)																			
Adjusted Total Amount																			

0017 Miscellaneous Work Item Summary (Change Order No. 1)

Miscellaneous Pay Item	Qty	Unit	Price	Total Amount
Curb and Gutter (Pay No. 2)	50	L.F.	\$5.00	\$1,750.00
Dewdney, 4" Reinforced (Pay No. 2)	720	S.F.	6.50	\$4,680.00
Mantle Lid and Cover (Pay No. 2)	1.00	EA.	\$270.00	\$270.00
Additional Pumps for Dewatering New Sewer Main (Pay No. 2)	1.00	LS	\$3,358.50	\$3,358.50
Exploratory Excavation for Sanitary Sewer Service Line (Pay No. 2)	2.50	Hr	\$320.00	\$800.00
Minor Landscaping, Adjacent Private Property (Pay No. 2)	2.00	Hr	\$68.75	\$137.50
Grass Seed Mix (mat and labor) (Pay No. 2)	1.00	LS	\$100.00	\$100.00
Additional Traffic Control (Pay No. 2)	4.00	Weeks	\$500.00	\$2,000.00
Subtotal	1.00	LS	\$195.00	\$195.00
Labor Cost for Install Mantle Lid and Cover (Pay No. 2)	1.00	LS	\$35.00	\$35.00
Misc. Coat Mantle Lid and Cover (Pay No. 2)				\$13,326.00
Subtotal				\$566.30
Add 5% Overhead				\$333.15
Add 5% Profit				\$133.26
Add 2.5% Bond				
Add 1% Misc Tax				
Miscellaneous Work To Date			\$2,444.38	\$15,125.01

Payment Summary

	1	2	3	4	5 (Final)
Original Contract	\$73,035.00	\$73,035.00	\$73,035.00	\$73,035.00	\$73,035.00
Change Orders + or -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Current Contract Amount	\$73,035.00	\$73,035.00	\$73,035.00	\$73,035.00	\$73,035.00
Total Completed and Stored to Date	\$63,870.00	\$80,552.51	\$0.00	\$0.00	\$0.00
Retainage	\$3,163.50	\$0.00	\$0.00	\$0.00	\$0.00
Total Completed and Stored to Date less Retainage	\$60,676.50	\$80,552.51	\$0.00	\$0.00	\$0.00
Less Previous Payments	\$0.00	\$60,676.50	\$0.00	\$0.00	\$0.00
Gross Amount Due this Application		\$27,876.01	\$0.00	\$0.00	\$0.00
Less 1% State Withholding Tax		606.77			
Total Amount Due this Pay Period		\$27,597.25			

Retainage Summary

Pay No.	Pay Amount	Retainage	Amount
1	\$63,870.00	5%	\$3,193.50
2 (Final)	\$26,682.51	0%	\$0.00

Change Order No. 1

Date of Issuance: March 25, 2019

Effective Date: April 2, 2019

Project: Meadowlark Drive Sewer Main Reroute – O.F. 1674.9	Owner: City of Great Falls	Owner's Contract No.: O.F. 1674.9
Contract: : Meadowlark Drive Sewer Main Reroute – O.F. 1674.9		Date of Contract: June 19, 2018
Contractor: Geranios Enterprises, Inc.		Engineer's Project No.: O.F. 1674.9

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Increase contract amount by \$15,517.51

Attachments: (List documents supporting change): Attachment to Change Order No. 1

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 73,035.00

[Increase] [Decrease] from previously approved Change

Orders No. N/A to No. N/A :

\$ 0.00

Contract Price prior to this Change Order:

\$ 73,035.00

[Increase] [Decrease] of this Change Order:

\$ 15,517.51

Contract Price incorporating this Change Order:

\$ 88,552.21

CHANGE IN CONTRACT TIMES:

Original Contract Times:

Working days 21 Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): April 2, 2019

[Increase] [Decrease] from previously approved Change Orders

No. N/A to No. : N/A

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): 21 days

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 0 days

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): 21 days

Ready for final payment (days or date): April 2, 2019

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: March 25, 2019

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

A. GENERAL INFORMATION

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

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

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

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

B. COMPLETING THE CHANGE ORDER FORM

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

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

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

ATTACHMENT TO CHANGE ORDER NO. 1

Meadowlark Drive Sewer Main Reroute – O.F. 1674.9

Prepared by City Engineers Office

March 25, 2019

CHANGES IN PROJECT SCOPE/CONTRACT TIME

ITEM/JUSTIFICATION/COST/CONTRACT TIME:

- **Additional Dewatering**

Justification: A new sewer main installed to serve the Town Pump Mainstay Suite and Sleep Inn & Suites contributed additional groundwater inflow to the project requiring two additional pumps to control the flow.

Cost Increase: \$3,358.50

- **Additional Traffic Control**

Justification: Additional traffic control was required to replace an existing driveway and deficient pavement and curb and gutter on Meadowlark Drive.

Cost Increase: \$2,000.00

- **Add Driveway Replacement at 1535 Meadowlark Drive**

Justification: Existing driveway was disturbed with the project.

Cost Increase: \$4,680.00

- **Add Curb and Gutter and Replacement on Meadowlark Drive**

Justification: It was necessary to replace additional curb and gutter beyond to project limits to eliminate negative drainage.

Cost Increase: \$1,750.00

- **Add Other Miscellaneous Work Items and Reconcile Bid Quantities & Cost:**

Justification: Additional other miscellaneous work and reconciliation of contract bid quantities.

Cost Increase: \$5,729.01

- **Liquidated Damages**

Justification: Unspecified liquidated damages in the amount of \$200.00/day were applied for a 10 days the substantial completion exceeded the project contract time.

Cost Decrease: (\$2,000.00)

SUMMARY - CHANGE ORDER NO. 1

ITEM	COST
Additional Dewatering	\$3,358.50
Additional Traffic Control:	\$2,000.00
Add Driveway Replacement at 1535 Meadowlark Drive	\$4,680.00
Add Additional Curb and Gutter and Replacement on Meadowlark Drive	\$1,750.00
Add Miscellaneous Work Items and Reconcile Bid Quantities & Cost	\$5,729.01
Liquidated Damages	(\$2,000.00)
Total Increase (Decrease)	\$15,517.51



Item: Construction Contract Award: Public Works Facilities Repairs - O.F. 1733
From: Engineering Division
Initiated By: Public Works Department
Presented By: Jim Rearden, Public Works Director
Action Requested: Consider Bid and Award Construction Contract

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (award/not award) a contract in the amount of \$416,751.00 to EJ Carpentry for the Public Works Facilities Repairs, and authorize the City Manager to execute the construction contract documents.”

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

Staff Recommendation: Approve construction contract award.

Background:

Significant Impacts

This project will replace the roofs, including the metal roofing, insulation, fascia, skylights, gutters and downspouts for the Public Works Central Garage, Sanitation/ Streets and Wash Rack Buildings.

Citizen Participation

The construction activity will have little impact, if any, on citizens’ access to Public Works Facilities for standard services offered in these buildings.

Workload Impacts

Nelson Architects provided design services for the project and will assist in construction inspection. City Engineering Staff will also perform construction inspection and provide administration duties.

Purpose

Most of the buildings were constructed in 1971. The roofs, fascia, soffit, and rain gutter and downspouts being replaced and repaired with this project have either reached the end of their intended service life or are have been damaged and need repair. Future phases of the project will replace siding, doors, mechanical equipment and lighting fixtures as funding becomes available. These improvements

will improve working conditions and improve the energy efficiency of the buildings. Improvements to these facilities will also update the color scheme to match the remainder of the public works facilities.

Project Work Scope

The work scope in this project will include removing and disposing of the existing metal roofs, insulation, rain gutters, downspouts, fascia, soffits and skylights; installation of new metal roofing, insulation, fascia, soffit, rain gutters/downspouts, solar skylights, and miscellaneous work. This project will be coordinated with other project phases, including mechanical equipment which will be located on the roof of the Central Garage.

Evaluation and Selection Process

This project was originally bid in Two bids were received and opened on March 20, 2019. The bids ranged between \$416,751 and \$491,854, with EJ Carpentry providing the lowest responsible bid.

Conclusion

City Staff recommends awarding the construction contract to EJ Carpentry in the amount of \$416,751.

Fiscal Impact:

The attached bid tabulation summarizes the received bids. This project will be funded through the Central Garage, Sanitation, Streets and Public Works Administration Facility Improvement Funds. The Garage, Sanitation and Street Funds have each budgeted \$100,000 each year for the last 2 years and propose to do the same for this upcoming budget year. This will provide the funds to not only complete this project (roofs), but will also allow for funds to complete the exterior and interior coatings, doors and HVAC work that was part of the initial project. All of these project components were part of a package that was put out to bid last year with only one bidder the first time and no bidders the second time. The decision was then made to split up the project components into separate bid packages.

Alternatives:

The City Commission could vote to deny award of the construction contract and rebid or cancel the project.

Attachments/Exhibits:

Bid tabulation

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

BID TABULATION SUMMARY

City of Great Falls Public Works Facilities Repairs
 O.F. 1733

Project Number _____
 Bid Received at Civic Center
 Date: March 20, 2019
 Tabulated By: Jim Young

	Name & Address of Bidder	Acknowledge Addendum #1	Acknowledge Addendum #2	10% Bid Security	Affidavit of Non-Collusion	Certificate of Non-Segregated Facilities	Certificate of Compliance with Insurance Req.	Total Bid
1	EJ Carpentry	Yes	Yes	Yes	N/A	Yes	Yes	\$416,751.00
2	Geranios Enterprises	Yes	Yes	Yes	N/A	Yes	Yes	\$491,854.00
3								
4								
5								
6								
7								
8								
9								
10	Engineer's Estimate							



Item: Public Hearing - Resolution 10286 to annex and Ordinance 3202 to establish zoning Lot 5 of Grandview Tracts, Section 13, T20N, R3E, P.M.M., Cascade County, Montana.

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

Initiated By: Steven and Crystal Johnson

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

Action Requested: City Commission adopt Resolution 10286, adopt Ordinance 3202, approve the Improvement Agreement and the Findings of Fact

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. "I move that the City Commission (adopt/deny) Resolution 10286 to annex Lot 5 of Grandview Tracts, and (approve/deny) the Improvement Agreement pertaining to the property and the accompanying Finding of Fact."
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

If annexation is approved;

II. "I move that the City Commission (adopt/deny) Ordinance 3202 and the accompanying Findings of Fact."

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

Staff Recommendation:

Staff recommends approval of the proposed annexation and the establishment of the R-2 Single-family Medium Density zoning for the subject property, with conditions. At the conclusion of a public hearing held on February 12, 2019, the Zoning Commission recommended the City Commission approve the establishment of R-2 single family medium density zoning for the subject property.

Conditions of Approval for Establishment of Zoning:

1. Utilities. The connection of on-site utilities for the subject property shall be approved by the City Public Works Department.

2. Land Use & Zoning. The development standards and land uses for the subject property shall be consistent with the Official Code of the City of Great Falls (OCCGF).

Summary: The applicants own a parcel of land located on the north side of 21st Avenue South legally described as Lot 5 of Grandview Tracts. During the summer of 2018, the applicants met with City staff to discuss the possibility of annexing the property into the city in order to have access to City water and sewer. The applicants have proposed building a single family home and garage on the parcel for their own personal use and have received a permit for this construction from the County.

Background:

Annexation Request:

The property proposed for annexation is located in an area known as the Upper and Lower River Road Water and Sewer District where City water and sewer services have been installed. As such, gradual annexation of unincorporated parcels have been proposed by the Water and Sewer District. This particular parcel is located within Phase five of this district. Up to this point Districts 1, 2, most of District 3, and District 4 have been annexed into the city. District 5 will be the next to be annexed at an undetermined date. The owner of the subject property requires annexation because of the desire to use City water and sewer services accompanying the construction of the new home.

Establishment of Zoning:

The subject property of the annexation is in the midst of being developed for a single-family residence, and is proposed to have an R-2 Single-family Medium Density zoning designation. Although the lot is larger than the average R-2 zoned property, this zoning category was selected because it best fits existing residential areas of the City located to the south, north, and west of the annexation area. Any future building construction or building additions will be governed under the standards of the R-2 zoning district.

Neighborhood Council Input:

The subject property is located adjacent to Neighborhood Council #6. The applicants met with Council #6 on February 6, 2019, with the council supporting the proposal. To date there have been no inquiries regarding the request.

Fiscal Impact:

Water, sewer, and sanitation services are currently provided by the City to the adjacent properties. Upon approval of the annexation, new water and sewer service lines will be installed to the annexed property. The cost of said improvements will be borne by the applicant per the agreed upon terms in the attached Improvement Agreement. The annexation of the property will increase the City's tax base.

With that said, the subject property is located in a general area that contains both unincorporated properties in the County's jurisdiction as well as properties in the City receiving full services. Such piecemeal annexation of property, driven by a single owner rather than one associated with the entire Phase 5 Water and Sewer District, creates challenges for City public safety service providers. Currently, only one single lot owner on the north side of 21st Ave. South receives City police and fire protection

while the remaining lots on the north side of the street receive township fire and County Sheriff protection. The City Commission should consider the merits of this type of annexation request going forward to determine whether a larger annexation should be required.

Alternatives: If there are justifiable reasons to do so, the City Commission could deny the requested action to the extent allowed in City Code and State Statute. If the City Commission chooses to deny the request, it must set forth separate findings of fact in support of such denial.

Concurrences: Representatives from the City's Public Works and Legal Departments have been involved throughout the review process for this project. Any comments provided from these various departments have been incorporated into this report.

Attachments/Exhibits:

Annexation Agreement

Ordinance 3202

Resolution 10286

Exhibit A

Findings of Fact-Zoning Map Amendment

Findings of Fact- Annexation

Zoning Map

ANNEXATION AGREEMENT
A TRACT OF LAND LEGALLY DESCRIBED AS GRANDVIEW TRACTS, LOT, 5, LOCATED IN SECTION
4, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA.

The following is a binding Agreement dated this _____ day of _____, 2019, between Steven and Crystal Johnson hereinafter referred to as "Owners", and the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as "City", regarding the requirements for annexation of a tract of land into the corporate limits of the City legally described as a portion of Grandview Tracts, Lot 5, located in Section 13, Township 20 North, Range 3 East, P.M.M., City of Great Falls, Cascade County, Montana, hereinafter referred to as "Subject Property". Owners of the aforementioned Subject Property agree to, and is bound by, the provisions of this Agreement, and by signing this Agreement, therefore agrees to terms applicable to the Subject Property. The City is authorized to enter into this Agreement by §17.68.010-040 of the Official Code of the City of Great Falls (OCCGF).

1. Purpose. The purpose of this Agreement is to ensure that certain improvements are made and certain conditions are fulfilled by the Owners, as required by the City's approval of the supporting documents. Generally, this Agreement:

1.1 Declares that the Owners are aware of and has properly accounted for any natural conditions that may adversely affect the Development;

1.2 Insulates the Development from the impact of changes in the City's subdivision and zoning regulations, provided that no substantial changes in the Development are proposed;

1.3 Requires the Owners to guarantee that the promised on-site improvements are made in a timely manner by as required by the Official Code of the City of Great Falls (OCCGF);

1.4 Waives protest by the Owners and its successors against the creation of special improvement districts that would provide and maintain necessary infrastructure;

1.5 Indemnifies the City from challenges to its approval of the Development and holds it harmless from errors and omissions in the approval and oversight of the project.

2. Supporting Documents. Each of the following supporting documents are to be submitted for review and approval by the City.

2.1 Legal Documentation. Legal documents, including but not limited to any easements, covenants, and restrictions establishing the authority and responsibilities of Owners, which may be recorded in the Clerk and Recorder's Office of Cascade County, Montana.

3. Changes. The Owners understand that failure to install required improvements in accord with the final construction plans is a breach of, and may void, this Agreement. The Owners also understand that failure to build in compliance with approved plans is a breach of this Agreement and a violation of the OCCGF, subject to the penalties provided for such violations. The City recognizes, however, that

minor changes are often necessary as construction proceeds and the Administrator (the Administrator is the person or persons charged by the City Manager with the administration of this improvement agreement) are hereby authorized to allow minor changes to approved plans, as provided below:

3.1 Minor Changes. Minor changes to engineering documents and such revisions to the engineering drawings as are deemed appropriate and necessary by the Administrator and which do not materially affect the hereinabove mentioned Subject Properties, can be made as follows:

3.1.1 Before making changes, the Owners must submit revised plans to the Administrator for review. Failure to do this before the proposed change is made may be considered by the City to be a breach of this Agreement and a violation of the OCCGF. The Administrator shall respond to all proposed changes within ten (10) business days of receipt of the revised plans.

3.1.2 Based on a review of the revised plans, the Administrator may permit minor dimensional changes provided they do not result in a violation of the conditions of approval for the Subject Property or the OCCGF.

3.1.3 Based on a review of the revised plans, the Administrator may permit substitutions for proposed building and construction materials provided that the proposed substitute has the same performance and, for exterior materials, appearance as the originally approved material.

3.1.4 Minor changes in the location and specifications of the required public improvements may be permitted by the Administrator. Owners must submit revised plans showing such changes to the Administrator. Revised plans are not accepted until approved by the Administrator.

3.2 Substantial Changes. Substantial changes are not permitted by this Agreement. A new public review and permitting process will be required for such changes. "Substantial Change" versus "Minor Change" is described as follows in order to further clarify what may be permitted as a "Minor Change":

3.2.1 A substantial change adds one or more lots; changes the approved use; changes the location or extent of the area proposed to be cleared, graded, or otherwise disturbed by more than 4,000 square feet (a smaller change in the area that will be cleared, graded, or otherwise disturbed may be treated as a minor dimensional change); changes the location, extent, or design of any required public improvement, except where a minor change is approved by the Administrator; changes the approved number of buildings, structures or units; or the size of any building or structure by more than 10%. A smaller change in the size of a lot, building, or structure may be treated as a minor dimensional change.

4. Fees. The Owners understand that it is required to pay the following fees as they come due during the development process.

4.1 Recording Fees. The Owners are responsible for all recording fees at the rate charged by Cascade County at the time a document or plat is submitted for recording.

4.2 Connection and Construction Fees. Water service tapping and water and sewer service connection fees will be assessed at the times of tapping and connections. The absence of any fee from this Agreement which is lawfully charged by the City in connection with construction activity associated with Subject Properties shall not constitute a waiver by the City.

4.3 Storm Drain Fee. The Owners are responsible to pay a storm drain fee in the amount of \$250 per acre for each lot proposed for annexation. This would equal a total of **\$316.00** for storm drain fee of the Subject Property. The total storm drain fee to be paid to the City no later than 30 days after City Commission action to annex Phase 1 of the Subject Properties into the City.

4.4 Application Fees. In addition to the fees outlined above, application fees paid by the Owners are: the \$2,000.00 application fee for zoning map amendment and the \$500.00 application fee for Annexation, which have been paid prior to this Agreement.

5. Site Conditions. The Owners warrant that it has conducted site investigations sufficient to be aware of all natural conditions, including, but not limited to, flooding, slopes, and soils characteristics, that may affect the installation of improvements on the site and its development for the approved use. The Owners further warrant that all plans submitted pursuant to this Agreement and all applications for building permits within the Development will properly account for all such conditions. The Owners hold the City harmless for natural conditions and for any faults in their own assessment of those conditions.

6. On-Site Improvements. The on-site improvements shall include everything required to provide water, sanitary sewer, and access. Access for purposes of emergency vehicles shall be installed to the specifications of the Public Works Department. If necessary, the Owners shall provide public utility easements for all required public utilities.

7. Permits. This Agreement must be approved by the City Commission and signed by the City Manager before permits for any work will be approved, including, but not limited to trenching for the installation of utilities.

8. Vested Rights. This Agreement and Certificate of Survey approval by the City create a vested right that protects the Owners from changes in the zoning and subdivision requirements of Title 17 of the OCCGF until this Agreement expires. This vested right does not exempt the Owners from compliance with other provisions of the OCCGF, including specifically those intended to prevent and remediate public nuisances, nor does it protect the Owners from changes in the City's building codes and fees, development fees, and inspection fees. This vested right does not exempt the Owners from compliance with changes to state and federal requirements. This vested right may be voided, in whole or in part, if the Owners propose substantial changes in the Certificate of Survey, or the approved construction plans of the Property.

9. Maintenance Districts. Owners hereby agree to waive its right to protest and appeal the lawful creation by the City of maintenance districts for any proper purpose including, but not limited to, fire hydrant and street maintenance and shall pay the proportionate share of the costs associated with said maintenance districts as they may be applied to the Subject Property.

10. City Acceptance and Zoning. In consideration of the terms of this Agreement, the City hereby accepts the subject property incorporation by annexation into the corporate limits of the City of Great Falls, Montana, with an assigned zoning classification of R-2 Single-family Medium Density.

11. Limitation of Liability. The City will conduct a limited review of plans and perform inspections for compliance with requirements set forth in this agreement and/or in applicable law. The scope of such review and inspections will vary based upon development type, location and site characteristics. The Owners are exclusively responsible for ensuring that the design, construction drawings, completed construction, and record drawings comply with acceptable engineering practices, State requirements, and other applicable standards. The City's limited plans review and inspections are not substantive reviews of the plans and engineering. The City's approval of any plans or completed inspections is not an endorsement of the plan or approval or verification of the engineering data and plans. Neither the Owners, nor any third party may rely upon the City's limited review or approval.

The Owners shall indemnify, hold harmless and defend the City of Great Falls, its officers, agents, servants and employees and assigns from and against all claims, debts, liabilities, fines, penalties, obligations and costs including reasonable attorney fees, that arise from, result from or relate to obligations relating to that Owners' properties described herein. Upon the transfer of ownership of the properties, the prior owner's (whether it is the Owners that signed this agreement or a subsequent owner) indemnity obligation herein for the transferred properties is released as to that owner and the indemnity obligation runs to the new owner of the properties. Only the owner of the parcel of property at the time the City incurs the claim, debt, liability, fine, penalty, obligation or cost is obligated to indemnify, and no owner of properties is obligated to indemnify for adverse conditions on property owned by someone else. This indemnification by the owner of the property shall apply unless such damage or injury results from the gross negligence or willful misconduct of the City.

12. Binding Effect. The provisions, covenants and terms of this Agreement shall run with the land and bind the present owners, their devisees, heirs, successors, and assigns; and any and all parties claiming by, through, or under them, shall be taken to agree and covenant with each of the parties to the Agreement, their devisees, heirs, successors and assigns, to conform to the provisions, covenants and terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day, month and year first hereinabove written.

THE CITY OF GREAT FALLS, MONTANA
A Municipal Corporation of the State of Montana

Gregory T. Doyon, City Manager

ATTEST:

(NOTARIAL SEAL)

ORDINANCE 3202

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS ASSIGNING A ZONING CLASSIFICATION OF R-2 SINGLE-FAMILY MEDIUM DENSITY DISTRICT TO THE PROPERTY LEGALLY DESCRIBED AS: LOT 5 OF GRANDVIEW TRACTS, LOCATED IN SECTION 13, T20N, R3E P.M.M., CASCADE COUNTY, MONTANA

* * * * *

WHEREAS, Steven Johnson, etal is the owner of record and has petitioned the City of Great Falls to annex the subject property, consisting of ±1.26 acres, as legally described above; and,

WHEREAS, Steven Johnson, etal has petitioned said property to be assigned a City zoning classification of R-2 Single-family Medium Density district, upon annexation to City; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on February 12, 2019, to consider said zoning request and, at the conclusion of said hearing, passed a motion recommending the City Commission zone the property legally described as Lot 5 of Grandview Tracts, a Tract of Land equaling +/- 1.26 acres, located in Section 13, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana to R-2 Single-family Medium Density district; and

WHEREAS, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 2nd day of April, 2019, before final passage of said Ordinance herein; and,

WHEREAS, the zoning map amendment on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.030; and

WHEREAS, following said public hearing, it was found and decided that said zoning designation be made; and,

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

Section 1. It is determined that the herein requested zoning assignment meets the criteria and guidelines cited in Section 76-2-304 Montana Code Annotated, and meets the requirements of OCCGF Section 17.16.40.030.

Section 2. That the property legally described as: Lot 2 of Grandview Tracts a Tract of Land equaling +/- 1.26 acres, located in Section 13, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana, be designated as R-2 Single-family Medium Density 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 March 5, 2019.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading April 2, 2019.

Bob Kelly, Mayor

ATTEST:

Darcy Dea, Deputy 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, 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 3202, on the Great Falls Civic Center posting board and the Great Falls City website.

Darcy Dea, Deputy City Clerk

(CITY SEAL)

RESOLUTION 10286

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF THE CITY OF GREAT FALLS TO INCLUDE LOT 5 OF GRANDVIEW TRACTS, LOCATED IN SECTION 13, TOWNSHIP 20 NORTH, RANGE 3 EAST, PMM, CASCADE COUNTY, MONTANA, IN ACCORDANCE WITH THE PROVISION OF SECTION 7-2-4601, MONTANA CODE ANNOTATED.

* * * * *

WHEREAS, the City of Great Falls is a city incorporated under the laws of the State of Montana, and having a population of more than ten thousand (10,000) is a city of the first class; and

WHEREAS, there is contiguous to said City, but without the boundaries thereof, a certain tract of land situated in the County of Cascade, State of Montana, and described as follows:

Lot 5 of Grandview Tracts, Section 13, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana;

as shown on the map attached hereto marked Attachment "A", and by this reference made a part hereof; and

WHEREAS, Section 7-2-4601, Montana Code Annotated, provides that whenever the owners of real property contiguous to any incorporated city of the first class petition to have said property made a part of the municipal corporation, such lands may be embraced within the corporate limits thereof and the boundaries of such city of the first class extended so as to include the same; and

WHEREAS, the owners of the hereinabove described property, Steven and Crystal Johnson, have submitted a petition to have the subject property annexed to the City of Great Falls; and

WHEREAS, the City Commission finds that it is to the best interest of the City of Great Falls and its inhabitants to proceed with the incorporation of said territory into the City of Great Falls; and

WHEREAS, all of the proceedings herein have been conducted in strict compliance with and in conformity to the laws of the Montana Code Annotated, Title 7, Chapter 2, Part 46, Annexation by Petition, and all conditions, acts, and actions required to be performed precedent to and in the passage and adoption of this resolution have been properly and legally done, and performed.

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

That the boundaries of the City of Great Falls, Montana, be, and the same are hereby extended so as to embrace and include within the corporate limits of said city, all of the land hereinabove described, included as: “Lot 5 of Grandview Tracts, Section 13, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana.,” as shown on attached Attachment “A.”

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

That the Cascade County Clerk and Recorder is hereby authorized and directed to change the appropriate boundaries of the City of Great Falls, Montana, to include said tract of land; and

That this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 2nd day of April, 2019.

Bob Kelly, Mayor

ATTEST:

Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

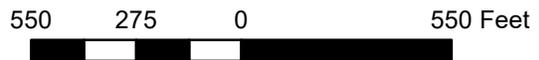
Sara R. Sexe, City Attorney

Exhibit A



 Ordinance 3202

 City Limits



FINDINGS OF FACT – ZONING MAP AMENDMENT

Grandview Tracts, Lot 5, Section 13, T20N, R3E, PMM, 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 assignment of R-2 Single-family medium density is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. Additionally the policies that this establishment of zoning is consistent with include:

Social - Housing

Soc1.4.12 When annexing land for residential development, consider the timing, phasing and connectivity of housing and infrastructure development.

Physical - Land Use

Phy4.2.5 Promote orderly development and the rational extension of infrastructure and City services.

Phy4.3.2 Plan for the provision of appropriate infrastructure improvements, where needed, to support development.

The Growth Policy identifies that Great Falls embodies balanced, compatible growth. The approval of the annexation with the establishment of R-2 zoning will create balanced growth that is compatible with the adjacent properties as well as carry out the vision of the adjacent zoning districts surrounding the property.

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. The applicants plan to meet with neighborhood Council #6 on February 6, 2019.

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

The subject property is located on a local street. As a result, there is no specific guidance in the Long Range Transportation Plan that relates to transportation policy. As noted in the staff report, the subject property is located within the 5th Service District of the Upper and Lower River Road Water and Sewer District. Previously, Service Districts 1, 2, most of 3, and 4 have been annexed into the City. District 5 will be the next in line to be annexed at an undetermined date. The Upper and Lower River Road Water and Sewer District was created in order to

improve water quality, resolve public health issues, remove sources of groundwater contamination, and improve the tax base of the community.

4. The code with the amendment is internally consistent.

The proposed establishment of zoning is not in conflict with any portion of the existing City Code and will be consistent with the adjacent existing zoning. The proposed single-family home will fit in with the context of the neighborhood based on the surrounding single family homes adjacent to the property. The proposal will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish and impair property values in the neighborhood.

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 zoning assignment has no impact on these issues.

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.

FINDINGS OF FACT – ANNEXATION

Grandview Tracts, Lot 5, Section 13, T20N, R3E, PMM, Cascade County, Montana.

PRIMARY REVIEW CRITERIA:

The basis for decision on annexation is listed in Official Code of the City of Great Falls §17.16.7.050 of the Land Development Code. The recommendation of the Planning Advisory Board and the decision of City Commission shall at a minimum consider the following criteria:

1. The subject property is contiguous to the existing City limits.

The subject property is contiguous to the existing City limits, with previously annexed property being present to the north, south, and west of the proposed annexation area.

2. The proposed annexation is consistent with the City's growth policy.

The proposed annexation is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. Additionally, the annexation specifically supports the following policies:

Soc1.4.12 When annexing land for residential development, consider the timing, phasing and connectivity of housing and infrastructure development.

Phy4.2.5 Promote orderly development and the rational extension of infrastructure and City services.

Phy4.3.2 Plan for the provision of appropriate infrastructure improvements, where needed, to support development.

3. The proposed annexation is consistent with applicable 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. The applicants plan to meet with Neighborhood Council #6 on February 6, 2019.

4. The proposed annexation 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 is located on a local street. As a result, there is no specific guidance in the Long Range Transportation Plan that would apply to this single lot annexation. As noted in the staff report, the subject property is located within the 5th Service District of the Upper and Lower River Road Water and Sewer District. Previously, Service Districts 1, 2, most of 3, and 4 have been annexed into the City. District 5 will be the next in line to be annexed at an undetermined date. The Upper and Lower River Road Water and Sewer District was created in order to improve water quality, resolve public health issues, remove sources of groundwater contamination, and improve the tax base of the community.

5. The City has, or will have, the capacity to provide public services to the subject property.

Water and sewer mains were extended under the Upper and Lower River Road Water and

Sewer District. Service lines were stubbed to the property line. Water and sewer connection fees were to be paid by the District. The applicant is required to pay a storm drain fee as a condition of the required annexation agreement. Although the streets in this area of the community are substandard, with gravel surfacing rather than asphalt, curb, gutter, and sidewalks, the impact of just a single lot on City services is minimal.

6. The subject property has been or will be improved to City standards.

Any future improvements to the subject property will comply with current City code requirements. As noted above, the applicant will not be required to bring the portion of the right-of-way, including the street and boulevard, up to city standards.

7. The owner(s) of the subject property will bear all of the cost of improving the property to City standards and or/ the owner(s) has signed an agreement waiving the right of protest to the creation of a special improvement district created to pay, in whole or in part, any necessary improvement.

An Improvement Agreement for the property has been drafted outlining the responsibilities and costs for annexation requirements. This Agreement has been attached to the report. This Agreement addresses special improvement districts.

8. The subject property has been or will be surveyed and officially recorded with the County Clerk and Recorder.

The subject property has been surveyed and recorded prior to this petition. The plat of Grandview Tracts is on file with the County Clerk and Recorder.

9. The City will provide both water and sewer service to each of the uses in the subject property that may require potable water and waste water treatment and disposal.

Public improvements for City water and City sewer services to this property have already been addressed with the District 5 water and sewer project.

10. The subject property is not located in an area the City Commission has designated as unsuitable for annexation.

The subject property is not located in an area the City Commission has designated as unsuitable for annexation.

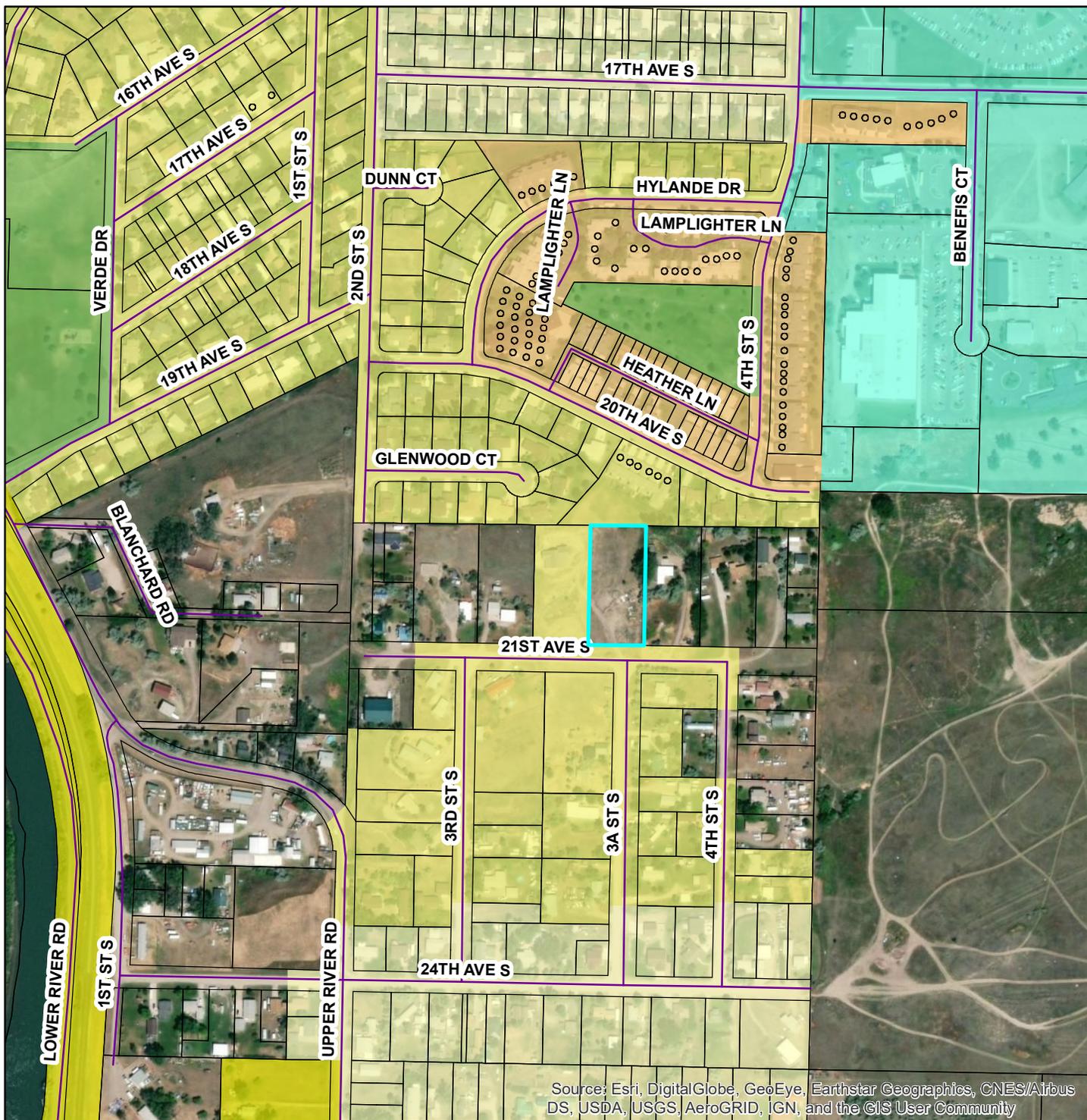
11. The subject property is not located in another city or town. (See: 7-2-4608 (1), MCA)

The subject property is not located in another city or town.

12. The subject property is not used in whole or in part for agriculture, mining, smelting, refining, transportation, or any other industrial or manufacturing purpose or any purpose incidental thereto. (See: 7-2-4608 (2), MCA)

The subject property is not used for the uses listed above. The properties surrounding the subject property are existing residences.

ZONING MAP



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

-  CityStreets
-  City Limits
-  Parcels
-  R-1 Single-family Suburban
-  R-2 Single-family Medium Density
-  R-3 Single-family High Density
-  R-5 Multi-family Medium Density
-  PLI Public Lands and Institutional
-  POS Parks and Open Space





Item: CDBG & HOME Grant/Community Needs Public Hearing
From: Planning and Community Development Department
Initiated By: Alicia Eatherly, Fair Housing Specialist
Presented By: Craig Raymond, Director of Planning and Community Development
Action Requested: Conduct Public Hearing

Public Hearing:

1. Mayor conducts public hearing, opens the floor for public comment.
 2. Mayor closes public hearing.
-

Suggested Motion: No action required.

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

The City Commission set the public hearing on March 5, 2019. Notice of the Public Hearing before the City Commission was published in the Great Falls Tribune per HUD requirements. Notice about the Needs Public Hearing was made available to all Great Falls Housing Authority residents and given to the nine Neighborhood Councils, local non-profit agencies, and City Departments. Notice of the hearing has been posted on the City's website.

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

Background: CDBG and HOME programs are federal programs administered by U.S. Department of Housing and Urban Development (HUD) to help fund local community development programs including affordable housing, public service, economic development, and public infrastructure projects. The primary goal of these programs is to assist low and moderate income (LMI) persons in their

respective communities. State and local governments receive funding from HUD based on a formula derived from population and housing statistics.

Citizen Participation: The Citizen Participation Plan, adopted by the City Commission in **January 2016**, stipulates a public hearing be held to allow citizens, especially lower income citizens, the opportunity address the Commission regarding the needs of the community, and to make recommendations to the City Commission on the use of CDBG and HOME Grant funds. A forum to obtain public input regarding the needs of the community is required by the U.S. Department of Housing and Urban Development in order for the City to secure federal grant dollars. The public is encouraged to share ideas on how federal grant funds can be used to address community revitalization.

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

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

Conclusion: The public hearing provides citizens an important opportunity to identify community development needs. The results of this hearing coupled with the results of the City's extensive surveying and outreach process will shape the City Commission's funding allocation decision scheduled to occur at the May 21, 2019 hearing. This funding decision will be made at the time the Annual Action Plan is considered for adoption.

Fiscal Impact: Conducting the public hearing will allow the City to receive CDBG funds. Last year, the City received \$776,621 in CDBG and \$285,831 in HOME funds. The Federal allocation for this fiscal year is undetermined at the time of this staff report. With regards to HOME funds, staff notes that additional past allocations of these funds have been accumulating rather than spent due to a lack of new HOME funded affordable housing projects being requested from either nonprofit or for-profit housing developers.

Alternatives: The City Commission could decide not to conduct the public hearing and thereby choose not to receive CDBG and HOME funds for the 2019-2020 funding cycle. The hearing is required for the City to be awarded 2019-2020 CDBG and HOME funding.

Attachments/Exhibits:

- FY19 Grant Schedule



City of Great Falls

CDBG/HOME Annual Action Plan Schedule

Public Needs Assessment- Neighborhood Councils (1/29/19 Council of Councils), and Community Survey	January 14, 2019- February 18, 2019
City Commission Work Session to review Community Survey Results, City Commission Meeting to set date for Public Needs Hearing	Tuesday March 5, 2019 (Agenda Report Due 2/21/19)
City Commission Meeting to vote on Grant Policies and <i>Citizen Participation Plan</i> , <u>Public Needs Hearing</u>	Tuesday April 2, 2019 (Agenda Report Due 3/19/19)
30-day comment period for proposed 2019/2020 Annual Action Plan	April 8, 2019 – May 8, 2019
City Commission Meeting to review and vote on the Annual Action Plan	Tuesday May 21, 2019 (Agenda Report Due 5/9/19)
ConPlan/Annual Action Plan submitted to HUD	By June 30, 2019

Staff attendance at Council of Councils - 1/29/19



Item: Conduct a Public Hearing for Lease of City-Owned Property
From: Ross Bartell, Sanitation Manager
Initiated By: Public Works Department
Presented By: Jim Rearden, Public Works Director
Action Requested: Conduct a Public Hearing, approve cash farm lease agreement

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 (approve/deny) the cash farm lease agreement from Ronald Laubach for the lease of City-Owned property parcels 3016300 & 3015100 located three and one half miles north of the Manchester Exit, comprising of 316.5 acres for a period of three (3) years.”

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

(Approval of the lease requires a four-fifths (4/5) vote of all the members of the City Commission)

Staff Recommendation: Staff recommends that the City Commission accept the bid from Ronald Laubach for the lease of City-Owned property parcels 3016300 & 3015000 located three and one half miles north of the Manchester Exit.

Background: After a site selection involving approximately 50 properties, the Sanitation Division purchased two parcels north of Manchester on September 10, 1991, for a total of \$149,708.74, as a potential landfill site. The City Sanitation Division currently uses the High Plains Landfill leased by Montana Waste Systems. The current contract between the City of Great Falls and Montana Waste Systems expires on January 1, 2025.

These parcels were approved as CRP (Conservation Reserve Program) in 1993. Annual rental payments received from the CRP program totaled \$122,901. This program expired on September 30, 2011. With

the CRP program phased out for governmental properties, the City looked into consideration of leasing the property to the private sector.

By leasing the Manchester property, the City of Great Falls would keep its options open and allow the City Sanitation Division to have leverage in future disposal contract negotiations with Montana Waste Systems. Entering into a crop lease with Ronald Laubach would continue to give the City Sanitation Division additional revenue.

Purpose

Arrow Kay Farms leased the property for the last five (5) years. Arrow Kay Farms made the decision not to renew the lease.

Staff proposes that the new lease of City-Owned property parcels 3016300 & 3015100 located three and one half miles north of the Manchester Exit comprising of 316.5 acres, be for three (3) years with extended terms available.

Evaluation and Selection Process

The specifications were advertised one time in the Great Falls Tribune, placed on the City of Great Falls website, and mailed to twenty-one prospective bidders. The bids were opened on February 20, 2019. One bidder responded. A bid tabulation is attached. At the City Commission Meeting on March 5, 2019, the City Commission set a Public Hearing for April 2, 2019.

Ronald Laubach is a local farmer who lives in Power, Montana. The bid by Ronald Laubach is \$7,000 per year for a total, over the three-year period, of \$21,000. Pursuant to a Lease Agreement, the Lessee would be responsible for improvements, repairs, utilities and maintenance.

As required by Title 3, Chapter 4, OCCGF, before final consideration of a lease of City property, the City Commission shall hold a public hearing. Pursuant to City Code, a decision by the City Commission to sell, trade or lease City-Owned property must be passed by four-fifths (4/5) of all the members of the City Commission. A Notice of Public Hearing was advertised in the Great Falls Tribune on March 10, 2019.

Fiscal Impact: The annual lease payment will go into the Sanitation Fund and would add additional funding for the operation of the enterprise.

Alternatives: The City Commission could choose to reject the bid.

Attachments: Bid Tab, Bid List, Cash Farm Lease, Insurance Documents (Insurance Documents not available online; on file in City Clerk's Office.)

CITY OF GREAT FALLS
PO BOX 5021
GREAT FALLS MT 59403

CITY-OWNED PROPERTY CASH LEASE

Project Number
Bids Taken at Civic Center
Date: February 20, 2019
Tabulated By: Debbie Kimball
Page 1 of 1

NAME & ADDRESS OF BIDDER	BID CASH LEASE PER YEAR	LEASE TERM 3 YEAR TOTAL
Ronald Laubach 1199 Wilson Rd Power, MT 59468	\$7,000	\$21,000

CITY PROPERTY CASH LEASE BID LIST

- 1. John Bink, Holiday Realty
750 6th St. S.W. Ste 203
Great Falls, MT 59404**

- 2. Bogden, Richard E II & Terri L
Weaver, Jason & Tom Acciaccia
249 County Line Rd
Fairfield, MT 59436**

- 3. Brandt, Heidi
391 N. Manchester Road
Great Falls, MT 59404**

- 4. Embler, Donald C & Jean M.
PO Box 508
Mount Tabor, NJ 07878**

- 5. Emerald Services Montana LLC
7343 East Marginal Way S
Seattle, WA 98108**

- 6. Hathaway Family Trust
PO Box 1606
Big Timber, MT 59011**

- 7. Hillcrest Colony Inc.
1124 Wilson Rd
Power, MT 59468**

- 8. Hurin, Charles A. Jr.
726 Wilson Road
Power, MT 59468**

- 9. Jones, Daniel W & Tabitha J
393 N. Manchester Rd
Great Falls, MT 59404**

- 10. Laubach, Ronald & Debbie
1199 Wilson Rd
Power, MT 59468**

- 11. Lundby, Janis E
PO Box 1098
Great Falls, MT 59403**

- 12. Macek Property Management
104 2nd St. S. Ste 100
Great Falls, MT 59401**

- 13. McDunn Family Trust
C/o Georgia Miller
48 Wexford Lane
Great Falls, MT 59404**

- 14. Merja Farms Incorporated
211 Adams Rd
Sun River, MT 59483**

- 15. Neuman William K & Collette M
1490 2nd Rd NE
Vaughn, MT 59487**

- 16. Phillips, Ernest R ETAL
415 N. Manchester Rd
Great Falls, MT 59404**

- 17. Somerfeld & Sons Land & Livestock LLC
550 15th LN N.E.
Power, MT 59468**

- 18. Steel Etc.
1408 52nd St. N.
Great Falls, MT 59405**

- 19. Stephens, Robert E Jr
PO Box 274
Augusta, MT 59410**

- 20. Swanberg Patricia J ETAL
21 Gold Kettle CT
Gaithersburg, MD 20878**

- 21. Chance Shank (new owner was Weaver)
311 County Line Rd
Fairfield, MT 59436**

CITY OF GREAT FALLS - MANCHESTER LOTS

CASH FARM LEASE

THIS LEASE is entered into this 2nd day of April 2019 between the City of Great Falls Public Works, hereinafter referred to as "landlord," of 1005 25th Avenue N.E., Great Falls, MT 59404, and Ronald Laubach and Dennis G. Laubach, together hereinafter referred to as "tenant," of 1199 Wilson Road, Power, MT. 59468.

A. PROPERTY RIGHTS. The landlord hereby leases to the tenant to occupy and use for agricultural and related purposes, the following described property, hereinafter referred to as the "farm," located in Cascade County, State of Montana, and commonly known as the City of Great Falls Manchester farm.

Supplementary information. _____

_____ Parcel # 3016300 and Parcel #3015100 _____

_____ Located 3 ½ miles north of the Manchester Exit _____

And consisting of approximately 316.5 acres, together with all improvements thereon, and all rights thereto except as specified below:

1. **Reservation of land.** The landlord reserves the right to use the following land for the purposes listed in paragraph A.2. below.

2. **Right of entry.** The landlord reserves the right to enter the farm at any reasonable time for purposes (a) of consultation with the tenant; (b) of making repairs, improvements, and inspections; (c) of developing mineral resources; and (d) after notice of termination of the lease is given, of plowing, seeding, fertilizing and such customary seasonal work, none of which is to interfere with the tenant in carrying out regular farm operations. This right is also reserved to the landlord's agents, employees, and assigns.

3. **No right to sublease.** The landlord does not convey to the tenant the right to lease or sublet any part of the farm or to assign this lease.

4. **Transfer of farm.** If the landlord should sell or otherwise transfer title to the farm, such sale or transfer will be subject to the provisions of this lease.

5. **Heirs and successors.** The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both landlord and tenant in like manner as upon the original parties. However, in the event the lease is for more than one year, the heirs or successors of the tenant shall have the option to give written notice of termination effective at the end of the lease year in which death occurs.

6. **Right to lease.** The landlord has the right to lease the farm, and so warrants to the tenant. Further the landlord will defend the tenant's possession against any and all persons whomsoever, excepting any and all easements apparent or of record.

B. LAND USE AND LIVESTOCK PRODUCTION. The agreed-upon use of the land is as follows:

1. **General maintenance.** The tenant will maintain the farm during the tenancy in as good condition as at the beginning, normal wear and depreciation and damages from causes beyond the tenant's control excepted.

2. **Good husbandry.** The tenant will operate the farm in an efficient and husband like way; will do the plowing, seeding, cultivating, and harvesting in a manner that will conserve the landlord's property.

3. **Cropping practices.** The tenant will not, without written consent of the landlord, (a) plow permanent pasture or meadowland, (b) cut live trees for sale or personal uses, but will take for fuel or use on the farm only dead or unmarketable timber designated by the landlord, (c) allow livestock other than the tenants own on stalk fields or stubble fields, (d) burn or remove cornstalks, corncobs, straw, or other crop residues grown on the farm, (e) pasture new seeding of legumes or grasses in the year they are seeded, and (f) plan legumes on land not known to be thoroughly inoculated without first inoculating the seed.

4. **Livestock practices.** In caring for livestock, the tenant will follow health and sanitation measures and guard against disease.

5. **Pasturing.** The tenant will prevent tramping of fields by stock and rooting by hogs, cattle or other livestock when injury to the farm will be done.

6. **Waste.** The tenant will not commit waste on or damage to the farm and will use due care to prevent others from so doing.

7. **Use of property.** In the use of the property subject to this lease, tenant shall comply with all applicable statutes, codes and/or regulations.

8. **Replace losses.** The landlord will replace or repair as promptly as possible the dwelling or any other building that may be destroyed or damaged by fire, flood, or other cause beyond the control of the tenant or make rental adjustments in lieu of replacements.

9. **Noxious weeds.** At its sole cost, the tenant will use diligence to prevent noxious weeds from growing or going to seed on the farm and will destroy the same, and will keep the weeds and grass cut or destroyed on the fields, farmstead, roadside, and fence rows.

10. **Maintenance of improvements.** The tenant will keep the building, fences, and other improvements on the farm in as good repair and condition as they are when the tenant takes possession, and in as good repair and condition as they may be put during the term of the lease, ordinary wear and tear, loss by fire, or unavoidable depreciation or destruction excepted.

11. **Land improvements.** The tenant will not, without written consent of the landlord, (a) erect or permit to be erected on the farm any non-removable structure or building, or (b) incur any expense to the landlord for such purpose, or (c) add electrical wiring, plumbing or heating to any buildings, and if consent is given, the tenant will make such additions meet standards and requirements of power and insurance companies and all applicable statutes, codes and/or regulations.

12. **Conservation practices.** At its sole cost, the tenant will control soil erosion as completely as practicable by strip cropping and contouring, and by filling in or otherwise controlling small washes or ditches that may form.

13. **Conservation structures.** At its sole cost, the tenant will keep in good repair all terraces, open ditches, and inlets and outlets of tile drains, preserve all established watercourses or ditches including grass waterways and refrain from any operation or practice that will injure them.

14. **Removable Improvements.** Minor improvements of a temporary or removable nature which do not mar the condition or appearance of the farm may be made by the tenant at the tenant's own expense. The tenant may at any time this lease is in effect, or within a reasonable time thereafter, remove such improvements, provided the tenant leaves in good condition that part of the farm from which they are removed.

15. **Compensation for damages.** When the tenant leaves the farm the tenant will pay the landlord reasonable compensation for any damage to the farm for which the tenant is responsible, except ordinary wear and depreciation and damages beyond the tenant's control.

C. TERM OF LEASE AND PAYMENTS

1. **Term and Payments.** The term of this lease shall be three (3) year (s) from April 2, 2019 - April 1, 2022. This agreement will be automatically renewed for two (2) additional two (2) year terms (respectively referred to as the "First Extended Term" and "Second Extended Term") unless the lessee provides at least six (6) months written notice prior to the expiration of the initial term or prior to the expiration of the First Extended Term to the City that this agreement will not be renewed.

Tenant agrees to pay to the City the sum of Seven Thousand dollars (\$7,000.00), on an annual basis commencing on May 15, 2019, thereafter payable on or before the 15th day of May for each successive year during the term of this lease.

2. **Continuous occupancy.** The farm will be possessed and occupied continuously during the term of the lease by the tenant or the tenant's agent.

3. **Surrender of possession.** The tenant agrees to surrender possession and occupancy of the premises peaceably at the termination of the lease.

4. **Review of lease.** A request for general review of the lease may be made at least ninety (90) days prior to the final date for giving notice to terminate this lease. Amendments and alterations to this lease shall be made in writing.

D. MISCELLANEOUS PROVISIONS

1. **No partnership created.** This lease shall not be deemed to give rise to a partnership relation, and neither party shall have authority to obligate the other without written consent, except as specifically provided in this lease.

2. **Government programs.** The farm will be operated in compliance with Government programs as follows: CRP if applicable.

3. **Insurance and Indemnification.** Each party agrees that the other party shall in no way be responsible for the debts of, or liabilities for accidents or damages caused by, the other party. The City's property shall not be subject to or permitted to become subject to any lien or claims from or arising out of tenant's use of the lease farm. For this purpose, tenant shall provide City with proof of tenant's Commercial General Liability insurance issued for personal injury and property damage in amounts not less than

\$1,000,000 per occurrence and \$2,000,000 annual aggregate. 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 tenant, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from the lease under this Agreement. The City shall be included or named as an additional or named insured on the Commercial General Liability policy. Additional Insured Endorsement must be provided as evidence that the City is an additional insured on the insurance policy. The insurance must be in a form suitable to City.

4. **Willful neglect.** Willful neglect, failure, or refusal by either party to carry out any substantial provision of this lease shall give the other party the benefits of any proceedings provided by law.

E. IN WITNESS WHEREOF, the parties have signed this lease on the date first above written.

Tenant:

Ronald Laubach

Dennis G. Laubach

Landlord:

CITY OF GREAT FALLS

Gregory T. Doyon, City Manager

ATTEST:

_____ (Seal of the City)
Darcy Dea, Deputy City Clerk

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney



Item: Minor Subdivision – Westwood Plaza, a subdivision of Lot 2 of the Amended Plat of Block 1, Westwood No. 2 Addition located in the N1/2 of Section 2, Township 20 North, Range 3 East, P.M.M., Cascade County, MT.

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

Initiated By: JPK Westwood Plaza Owner, LLC

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

Action Requested: City Commission Approve the amended plat and the accompanying Findings of Fact

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the amended plat for a minor subdivision of Lot 2 of Westwood Plaza No. 2 Addition, located in the N1/2 of Section 2, Township 20N, Range 3 East, P.M.M. City of Great Falls, Cascade County, Montana as legally described in the Staff Report, and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant.”

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

Staff Recommendation: Staff recommends approval of the minor subdivision of Lot 2 of the Westwood Plaza with conditions.

Conditions of Approval:

1. The applicant shall be required to create an easement document for the existing free-standing sign on the proposed Lot 2C. This easement shall also be shown on the amended plat.
2. The applicant shall provide 20 foot wide easements for all existing utilities within the proposed parcels. This includes a private storm drain line that already exists on the property.
3. A utility easement shall be added to the amended plat depicting the future extension of the City’s water main from the adjoining lot to the east.
4. All encroachments shall be removed or reflected in shared agreements with adjoining property owners.

Background: The Planning Advisory Board reviewed and approved the draft amended plat for the proposed subdivision on March 12, 2019. Westwood Plaza is a commercial development located off of

the Northwest Bypass. Commercial businesses located on Lot 2 include Ulta Beauty, Dollar Tree, Staples, and TJ Maxx. Domino's Pizza and Nickel Ante Casino abut the parcel on the southwest corner. A previous minor subdivision occurred creating Lot 2A just east of the subject property. Lot 2A contains a building with two businesses – Sherwin Williams and Linda Michaels Salon and Day Spa. The total size of Lot 2 comes to +/- 6.627 acres. The purpose of this application is to subdivide Lot 2 at Westwood Plaza into 2 individual parcels. All utilities, with the exception of a public water main which needs to be extended to provide service to the new lot, are located either on Lot 2 or within the public right of way of the Northwest Bypass.

Minor Subdivision Request:

The applicant is requesting a minor subdivision of the subject property to create two lots. The new lot, Lot 2C, is proposed to be 0.885 acres in size and will become a pad site for a new commercial building along the Northwest Bypass. During the pre-application process for this request, the applicant showed a conceptual plan for a 5,000 square foot restaurant with a drive-through on the new parcel.

The proposed newly created lot conforms to the C-2 General Commercial district development standards in terms of lot area and lot width. Based on conversations with the applicant, staff believes that a new building can be constructed on the lot and meet C-2 district standards for setbacks and building coverage.

Conditions on Lot 2C: There is an existing encroachment on the westerly property boundary of the proposed Lot 2C. This encroachment is related to several back-out parking spaces associated with the adjoining business to the west. The owners are working with the neighboring property to eliminate the encroachment or provide a parking easement on the plat that both parties can agree upon. There is also a dumpster that partially encroaches on the lot that is being used by the adjoining business to the east. All existing encroachments on the newly created lot must be removed or reflected in shared agreements with adjoining property owners.

An existing free-standing sign for Staples is located on the proposed Lot 2C parcel. The Staples store is located on the existing parcel that has been proposed for subdivision. The proposed subdivision would change the status of this sign from “on-premise” to “off-premise.” This will require a sign easement, and the applicant should be aware that the continued presence of the sign will trigger compliance with OOCGF 17.60.4.020(B)(8), which states:

“If a premise is subsequently subdivided after a freestanding sign allocation has been established for the premise, the subsequently created parcels shall share the freestanding sign allocation; shall share the same freestanding sign pole or monument; and, the owner/subdivider is responsible for allocating the freestanding signage amongst the separately created parcels at the time of each sale or lease.”

Access: The applicant has been in discussion with the Montana Department of Transportation regarding access to the site from the Northwest Bypass. MDT will only allow, a “right-in” turn for westbound motorists. As a result, the applicant will have to provide egress from the new lot through the adjoining property to the west. Fortunately, shared parking and access arrangements already exist that simply need to be updated.

Utilities: A sewer main currently runs underneath the Northwest Bypass and should be readily available for connection to future development of Lot 2C. A City storm drain line runs along the north side of the

Bypass and can be used to outlet storm water. A full drainage report which demonstrates that water quality and quantity standards can be met will need to be provided to the Public Works Department for review. Finally, there is an existing water main that is not on either Lot 2B or 2C that would need to be extended to the west to provide domestic water to the site.

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

Neighborhood Council Input:

Per Montana Code Annotated and the Official Code of the City of Great Falls (OCCGF) 17.16.4.010 Table 16-2, minor subdivisions do not require public notification. As such, Neighborhood Council #3 was not contacted about this request.

Concurrences:

Representatives from City’s Public Works and Fire/Rescue Departments have been involved through the review process of the Westwood Plaza subdivision. All comments have been taken into consideration for recommendation of the project.

Fiscal Impact: City utility services are currently being provided to the existing developments within the proposed Lot 2B. As noted above, utility services can be accessed for the proposed Lot 2C. The owners have been and will continue to be engaged with City Public Works in regards to utilities for the proposed Lot 2C. Overall, development of the proposed lot coupled with the reuse of the former K-Mart and Big Bear sites will help stabilize the Westwood Plaza shopping center and increase the City’s tax base.

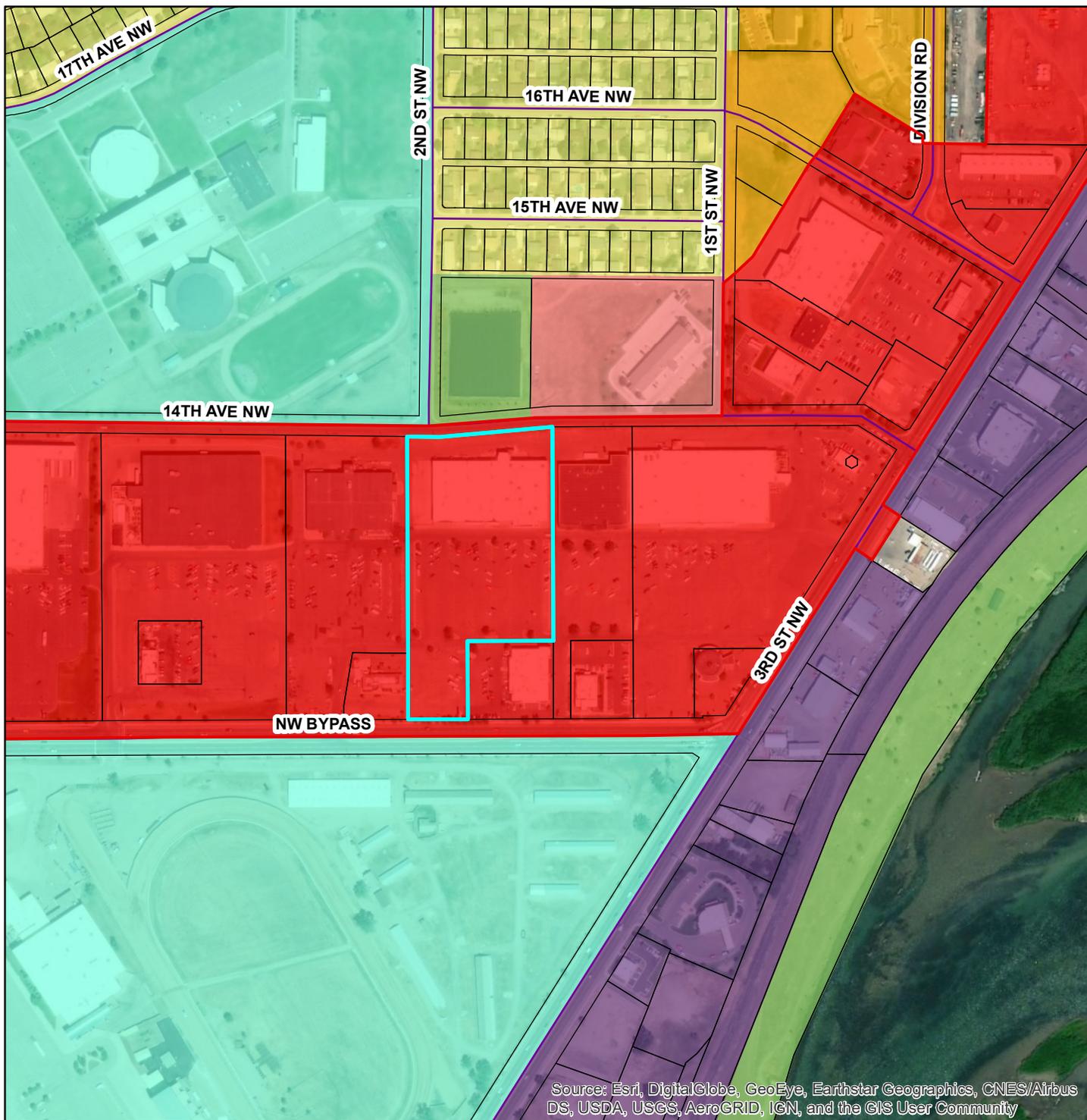
Alternatives:

If there are justifiable reasons to do so, the City Commission could deny the requested action to the extent allowed in City Code and State Statute. Such reasons would have to be detailed as alternative Findings of Fact.

Attachments/Exhibits:

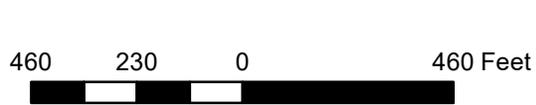
- Aerial Map
- Zoning Map
- Narrative
- Draft Amended Plat
- Findings of Fact – Subdivision
- Map of Current Businesses within Subdivision

ZONING MAP



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

- Subject Property
- R-2 Single-family Medium Density
- R-6 Multi-family High Density
- C-1 Neighborhood Commercial
- C-2 General Commercial
- M-2 Mixed-use Transitional
- PLI Public Lands and Institutional
- POS Parks and Open Space
- U Unincorporated Enclave

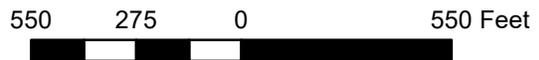


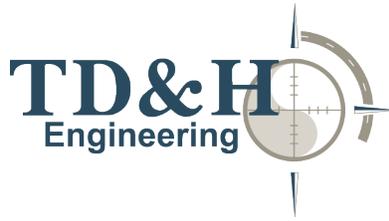
AERIAL MAP



 Subject Property

 City Limits





WESTWOOD PLAZA MINOR SUBDIVISION NARRATIVE

TD&H ENGINEERING JOB NO. 18-284

The owners of Westwood Plaza are requesting a minor subdivision of their property legally described as Lot 2 of the Amended Plat of Lot 2, Block 1, Westwood No. 2 Addition located in the N1/2 of Section 2, Township 20 North, Range 3 East, PMM, City of Great Falls, Cascade County, MT. The property consists of a total of 6.627 acres and the Owners are requested a single lot subdivision of the property. The newly created lots would consist of 5.742 (Lot 2B) acres for the northerly lot and 0.885 (Lot2C) acres for the southerly lot.

The reason(s) for the request being made is to separate the pad site from the rest of the property, which provides for the following:

- 1) To facilitate the development of a new building by way of Ground Lease or Build to Suit.
- 2) Will allow a tenant and/or lender to be able to secure their interests in the outparcel without being tied to the overall parcel that has other and/or existing commitments.

The subject property is zoned C-2 General Commercial, the two newly proposed lots meet the standards of the City of Great Falls Land Development Code per the follow table:

Standard	C-2 Requirement	Provided Lot 2B	Provided 2C
Residential Density	N/A	N/A	N/A
Min Lot Size	7,500 sq. ft.	5.742 ac	0.885 acres
Min Lot Width	50 feet	418 ft	171 ft
Lot Proportion	N/A	N/A	N/A
Max Building Height Principal Building	65 feet	Existing	Will meet code when developed, or require variance if adjustment is necessary
Max Building Height Accessory Building	24 feet; but not higher than the uppermost elevation of principal building	Existing	Will meet code when developed, or require variance if adjustment is necessary
Min Front Yard Setback	None	Existing	Will meet code when developed, or require variance if adjustment is necessary
Min Side Yard Setback	10 feet each side	Existing	Will meet code when developed, or require variance if adjustment is necessary
Min Rear Yard Setback	1/10 of lot depth, but not less than 1/10 of building height	Existing	Will meet code when developed, or require variance if adjustment

			is necessary
Maximum Lot Coverage	Corner Lot 70%; Other Lots 60%	Existing	Will meet code when developed, or require variance if adjustment is necessary

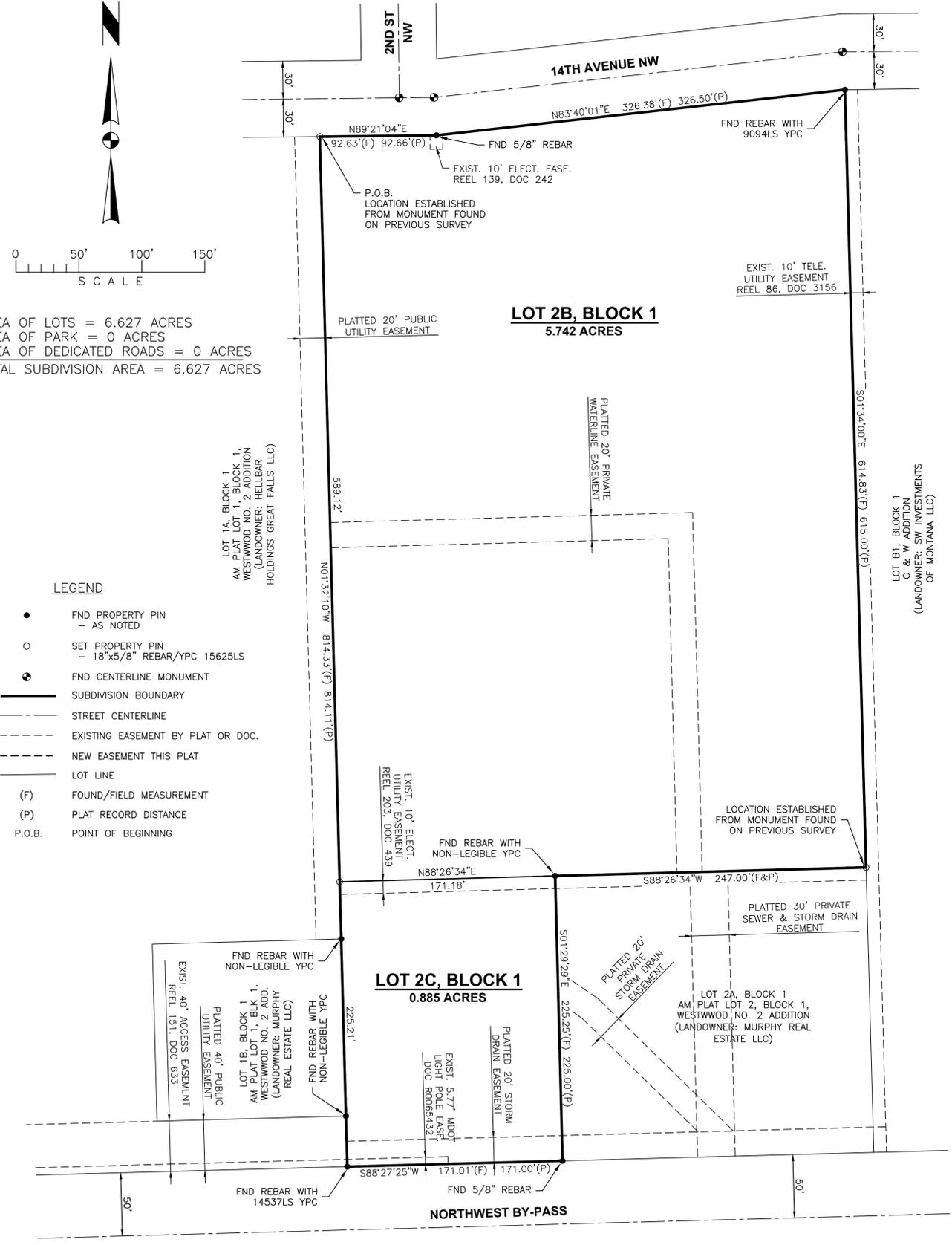
There is an existing encroachment on the westerly property boundary of the project. The owners are working with the neighboring property to eliminate the encroachment or provide an easement for the encroachments on the plat that both parties can agree upon.

The Owners have been in discussion with Public Works regarding future extension of public utilities to serve the proposed lot. Final installation of public/private utilities will occur at the time of development for the new lot, the Owner's will work with the City at that time to finalize the plans.

J:\2018\18-284 JPK Westwood Plaza Subdivision\DOCUMENTS\SUBDIVISION\05_Westwood Subdivision NARRATIVE.DOC

AN AMENDED PLAT OF LOT 2 OF THE AMENDED PLAT OF LOT 2, BLOCK 1, WESTWOOD NO. 2 ADDITION LOCATED IN THE N1/2 OF SECTION 2, T20N, R3E, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

LANDOWNER: SSG WP LLC



AREA OF LOTS = 6.627 ACRES
 AREA OF PARK = 0 ACRES
 AREA OF DEDICATED ROADS = 0 ACRES
 TOTAL SUBDIVISION AREA = 6.627 ACRES

- LEGEND**
- FND PROPERTY PIN - AS NOTED
 - SET PROPERTY PIN - 18"x5/8" REBAR/YPC 15625LS
 - ⊙ FND CENTERLINE MONUMENT
 - SUBDIVISION BOUNDARY
 - - - STREET CENTERLINE
 - - - EXISTING EASEMENT BY PLAT OR DOC.
 - - - NEW EASEMENT THIS PLAT
 - LOT LINE
 - (F) FOUND/FIELD MEASUREMENT
 - (P) PLAT RECORD DISTANCE
 - P.O.B. POINT OF BEGINNING

CERTIFICATE OF OWNERSHIP

I (we), the undersigned property owner(s), do hereby certify that I (we) have caused to be surveyed, subdivided, and platted into lots, blocks, and easements, the following described tract of land in the City of Great Falls, Cascade County, Montana, to-wit:
 A tract of land being Lot 2 of the Amended Plat of Lot 2, Block 1, Westwood No. 2 Addition, located in the N1/2 of Section 2, Township 20 North, Range 3 East, P.M.M., City of Great Falls, Cascade County, Montana, and being more particularly described as follows:
 Beginning at the Northwest corner of said Lot 2, being a point on the Southerly right-of-way line of 14th Avenue NW; thence North 89°21'04" East along said Southerly right-of-way line, a distance of 92.63 feet; thence North 83°40'01" East along said Southerly right-of-way line, a distance of 326.38 feet to the Northeast corner of said Lot 2; thence South 01°34'00" East along the Easterly boundary line of said Lot 2, a distance of 614.83 feet to the Southeast corner of said Lot 2; thence South 88°26'34" West along the Southerly boundary line of said Lot 2, a distance of 247.00 feet to the Southerly corner of said Lot 2; thence South 01°29'29" East along said Southerly boundary line of said Lot 2, a distance of 225.25 feet to a point on the Northerly right-of-way line of the Northwest By-Pass; thence South 88°27'25" West along said Northerly right-of-way line, a distance of 171.01 feet to the Southwest corner of said Lot 2; thence North 01°32'10" West along the Westerly boundary line of said Lot 2, a distance of 814.33 feet to the Point of Beginning and containing 6.627 acres, along with and subject to any existing easements.
 The above described tract of land is to be known and designated as AN AMENDED PLAT OF LOT 2 OF THE AMENDED PLAT OF LOT 2, BLOCK 1, WESTWOOD NO. 2 ADDITION, City of Great Falls, Cascade County, Montana, and the lands included in all streets, avenues, and parks or public lands shown on said plat are hereby granted and donated to the use of the public forever.

CERTIFICATE OF EXEMPTION FROM PARK DEDICATION

I (we), the undersigned property owner(s), do hereby certify that being this subdivision is into parcels that are all nonresidential, a park dedication will not be required pursuant to 76-3-621(3)(b) MCA, stating "(3) A park dedication may not be required for: (b) subdivision into parcels that are all nonresidential".

Dated this _____ day of _____, A.D., _____

SSG WP LLC
 Printed Name _____
 Title _____
 State of Montana)
 : ss
 County of Cascade)

On this _____ day of _____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared, _____, known to me to be the person who executed the Certificate of Ownership. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.
 _____ (Notarial Seal)
 Notary Public for the State of Montana
 Residing at _____
 My commission expires _____

CERTIFICATE OF PUBLIC WORKS DIRECTOR

I, Jim Rearden, Public Works Director for the City of Great Falls, Montana, do hereby certify that I have examined the accompanying plat of the AN AMENDED PLAT OF LOT 2 OF THE AMENDED PLAT OF LOT 2, BLOCK 1, WESTWOOD NO. 2 ADDITION, and the survey it represents, find that same conforms to regulations governing the platting of lands and presently platted adjacent land, as near as circumstances will permit, do hereby approve the same.

Dated this ____ day of _____, _____

JIM REARDEN, Public Works Director
 City of Great Falls, Montana

CERTIFICATE OF CITY COMMISSION

I, Gregory T. Doyon, City Manager of the City of Great Falls, Montana, do hereby certify that the accompanying plat of the AN AMENDED PLAT OF LOT 2 OF THE AMENDED PLAT OF LOT 2, BLOCK 1, WESTWOOD NO. 2 ADDITION, was duly examined and approved by the City Commission of the City of Great Falls, Montana, at its regular meeting held on the ____ day of _____, _____.

GREGORY T. DOYON, City Manager
 City of Great Falls, Montana

CERTIFICATE OF AVAILABILITY OF MUNICIPAL SERVICES

I, Gregory T. Doyon, City Manager of the City of Great Falls, Montana, do hereby certify that the City Commission of the City of Great Falls, Montana, at its regular meeting held on the ____ day of _____, found that adequate municipal facilities for the supply of water and the disposal of sewage and solid waste, are available to the above described property, namely the said facilities of the City of Great Falls, Montana, and this certificate is made pursuant to Section 76-4-125(2)(d) M.C.A., permitting the Clerk and Recorder of Cascade County, Montana, to record the accompanying plat.

GREGORY T. DOYON, City Manager
 City of Great Falls, Montana

CERTIFICATE OF GREAT FALLS PLANNING BOARD

We, the undersigned, Peter Fontana, President of the Great Falls Planning Board, City of Great Falls, Montana, and Craig Raymond, Secretary of said Great Falls Planning Board, do hereby certify that the accompanying plat of AN AMENDED PLAT OF LOT 2 OF THE AMENDED PLAT OF LOT 2, BLOCK 1, WESTWOOD NO. 2 ADDITION, has been submitted to the said Great Falls Planning Board, for examination by them and was approved at its regular meeting held on the ____ day of _____, _____.

Peter Fontana, President
 Great Falls Planning Board

CRAIG RAYMOND, Secretary
 Great Falls Planning Board

CERTIFICATE OF SURVEYOR

I, the undersigned, Daniel R. Kenczka, Professional Land Surveyor, Montana Registration No. 15625LS, do hereby certify that I supervised this Plat of the AN AMENDED PLAT OF LOT 2 OF THE AMENDED PLAT OF LOT 2, BLOCK 1, WESTWOOD NO. 2 ADDITION, and platted same as shown on the accompanying plat and as described in accordance with the provisions of the Montana Subdivision and Platting Act, Sections 76-3-101 through 76-3-614, M.C.A., and Cascade County.

Dated this _____ day of _____, A.D., _____

Daniel R. Kenczka, Montana Reg. No. 15625LS



CERTIFICATE OF COUNTY TREASURER

I, Jamie Bailey, County Treasurer of Cascade County, Montana, do hereby certify that I have examined the records covering the areas included in the accompanying plat of the AN AMENDED PLAT OF LOT 2 OF THE AMENDED PLAT OF LOT 2, BLOCK 1, WESTWOOD NO. 2 ADDITION, and find that the current taxes are not delinquent.

Dated this _____ day of _____, A.D., _____

County Treasurer, Cascade County, Montana

BASIS OF BEARING:
 EAST BOUNDARY LINE OF LOT 2 OF THE AMENDED PLAT OF LOT 2, BLOCK 1, WESTWOOD NO. 2 ADDITION, BEING S00°34'00"E
 PURPOSE OF SURVEY:
 TO CREATE 2 LOTS FROM LOT 2 OF THE AMENDED PLAT OF LOT 2, BLOCK 1, WESTWOOD NO. 2 ADDITION

TD&H Engineering	DRAWN BY: DRK	DATE: 8-30-18	QUALITY CHECK: X
	SURVEYED BY: RFS	JOB NO. 18-284	FIELDBOOK: X
GREAT FALLS-BOZEMAN-KALISPELL-SHELBY SPOKANE LEWISTON WATFORD CITY			MONTANA WASHINGTON IDAHO NORTH DAKOTA

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

Minor subdivision of Lot 2 of the amended plat of Block 1, Westwood No. 2 Addition, located in the N1/2 of Section 2, Township 20 North, Range 3 East, P.M.M., Cascade County, MT. (PREPARED IN RESPONSE TO 76-3-608(3) MCA)

PRIMARY REVIEW CRITERIA:

Effect on Agriculture and Agricultural Water User Facilities: The minor subdivision is located on the Northwest Bypass which is located in city limits and surrounded by development. Thus, the proposed minor subdivision will not interfere with any agricultural irrigation system or present any interference with agricultural operations in the vicinity.

Effect on Local Services: Lots in the proposed subdivision are currently served or will be served from public mains at the time of development. The Owner will pay the cost of the service lines from these utility mains. Additionally, the Owner will pay to extend an existing eight (8) inch water main to provide service for development of the new lot. The owners of the two lots created by the subdivision will pay regular water and sewer charges, and monthly storm drain charges. The property proposed for this subdivision is currently receiving law enforcement and fire protection service from the City of Great Falls and the subdivision does not propose any changes to the current services.

Effect on the Natural Environment: The subdivision is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. Although no designs have been submitted, future development on the new lot will be required to address both storm water quality and quantity control either through an underground detention system or a small above-ground system with Best Management Practices (BMPs) for water quality treatment.

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

Effect on Public Health and Safety: Based on available information, the subdivision is not subject to abnormal natural hazards nor potential man-made hazards. The subdivision itself will not have a negative effect on Public Health and Safety. Although the new lot will have frontage along the Northwest Bypass, it will be restricted by the Montana Department of Transportation to only have right-in access from this street. As a result, the newly created lot will require additional easement access through adjoining property to protect public safety.

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

The subdivision meets the requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the Uniform Standards for Monumentation and conforms to the design standards specified in the local subdivision regulations. The local government has

complied with the subdivision review and approval procedures set forth in the local subdivision regulations.

EASEMENT FOR UTILITIES

The owners shall provide necessary utility easements to accommodate water mains, sanitary sewer mains and private utilities, both existing and future, to serve both lots of the subdivision.

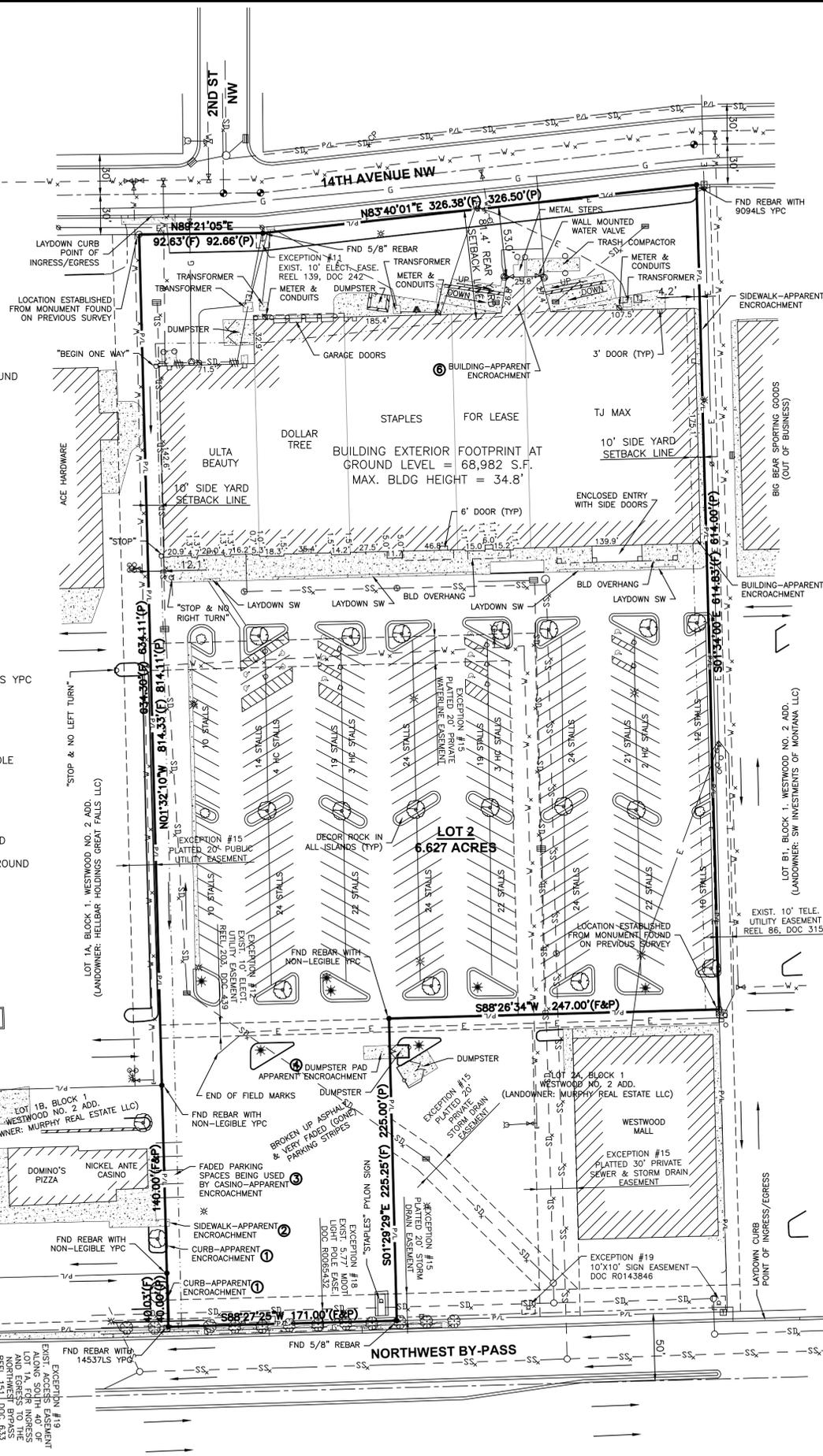
LEGAL AND PHYSICAL ACCESS

As noted previously, legal and physical access to the new lot will be from several shared access drives throughout the shopping center which has been addressed in an existing shared parking, access and maintenance agreement that will be revised with the approval of this subdivision. All existing encroachments on the newly created lot must be removed or reflected in shared agreements with adjoining property owners.

LEGEND

EXISTING DESCRIPTION

- BARRIER POST
- BUILDING
- BUILDING SETBACK LINE
- CENTERLINE MONUMENT
- CLEANOUT
- CONCRETE
- CONTROL POINT
- CURB BOX
- CURB & GUTTER
- EDGE OF ASPHALT
- EDGE OF GRAVEL
- ELECTRICAL BOX
- ELECTRICAL OUTLET
- ELECTRIC - OVERHEAD
- ELECTRIC - UNDERGROUND
- FENCE - CHAIN LINK
- FIRE HYDRANT
- GAS
- GAS METER
- GAS VALVE
- GATE
- GUY WIRE
- INLET
- LIGHT POLE
- PAINT STRIPE
- POWER POLE
- PROPERTY LINE
- PROPERTY PIN FOUND - AS NOTED
-
- RETAINING WALL
- ROOF DRAIN
- SANITARY SEWER
- SANITARY SEWER MANHOLE
- STORM DRAIN
- STORM DRAIN MANHOLE
- TELEPHONE RISER
- TELEPHONE - OVERHEAD
- TELEPHONE - UNDERGROUND
- TRAFFIC SIGN
- TREE - CONIFEROUS
- TREE - DECIDUOUS
- WALL HYDRANT
- WATERLINE
- WATER VALVE



THIS ALTA/NSPS LAND TITLE SURVEY REFERENCE'S FIRST AMERICAN TITLE INSURANCE COMPANY'S COMMITMENT FOR TITLE INSURANCE, FILE NO. 698090-GF, WITH AN EFFECTIVE DATE OF AUGUST 24, 2018, AT 7:30 A.M.

TITLE COMMITMENT LEGAL DESCRIPTION

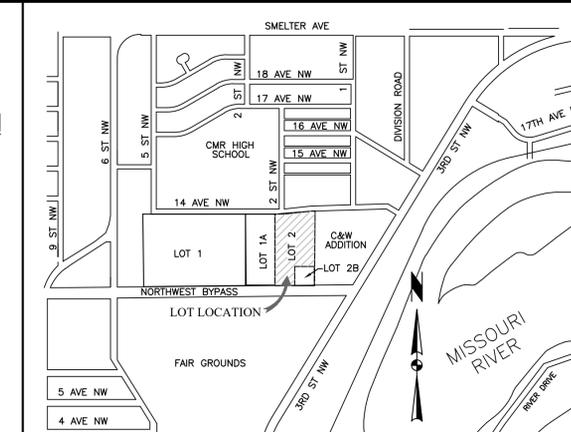
LOT 2, OF AMENDED PLAT OF LOT 2, BLOCK 1, WESTWOOD NO. 2, AN ADDITION TO GREAT FALLS, CASCADE COUNTY, MONTANA, ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY.

FLOOD ZONE DESIGNATION:

THE SUBJECT PROPERTY FALLS ENTIRELY WITHIN ZONE X, "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN", AS SHOWN ON THE FLOOD INSURANCE RATE MAP "CASCADE COUNTY, MONTANA, AND INCORPORATED AREAS", MAP NUMBER 30013C0340E, WITH AN EFFECTIVE DATE OF MARCH 19, 2013.

EXISTING PARKING STALLS:

REGULAR STALLS = 301
HANDICAP STALLS = 12



VICINITY MAP

SURVEY RELATED - SCHEDULE BII EXCEPTIONS

EXCEPTION NUMBER	DOCUMENT	DESCRIPTION
4	-	APPARENT ENCROACHMENTS FOUND FROM THE ACCURATE AND COMPLETE SURVEY - NOTED ON PLAN.
9	BK 59 PG 612	RESERVATIONS CONTAINED IN WARRANTY DEED - DOES AFFECT THE LOT, NOT PLOTTABLE.
10	REEL 99 DOC 1556	TERMS AND CONDITIONS CONTAINED IN AGREEMENT - DOES AFFECT THE LOT, NOT PLOTTABLE.
11	REEL 139 DOC 242	MONTANA POWER COMPANY ELECTRIC AND COMMUNICATION EASEMENT - DOES AFFECT THE LOT, PLOTTED ON PLAN.
12	REEL 203 DOC 439	MONTANA POWER COMPANY ELECTRIC AND COMMUNICATION EASEMENT - DOES AFFECT THE LOT, PLOTTED ON PLAN.
13	REEL 304 DOC 223	USAGE EASEMENT AGREEMENT FOR BERL'S RESTAURANT, NOW OCCUPIED BY NICKEL ANTE CASINO AND DOMINO'S. - DID INITIALLY AFFECT THE LOT, BUT APPEARS TO BE TERMINATED ACCORDING TO THE CONDITIONS IN SECTION 7. COVENANTS, CONDITIONS, AND RESTRICTIONS - DOES AFFECT THE LOT, NOT PLOTTABLE.
14	REEL 305 DOC 1144	EASEMENTS AS SHOWN ON PLAT 786 AND PRIOR PLATS - DOES AFFECT THE LOT, PLOTTED ON PLAN.
15	PLAT 786	10' MONTANA POWER COMPANY EASEMENT SHOWN AS #7 OF ALTA SURVEY - COULD NOT FIND ON SURVEY?
16	-	APPARENT ENCROACHMENTS AS SHOWN ON THE ALTA SURVEY BY DANIEL KENCZKA, TD&H ENGINEERING.
17	-	a. MELAQUE OLD DRIVE THRU SIGN - HAS BEEN REMOVED b. MELAQUE CONCRETE RAMP-MAJORITY REMOVED, STILL SLIGHTLY ENROACHES-SEE ENCROACHMENT 2 ON PLAN c. MELAQUE CURB - STILL EXISTS - SEE ENCROACHMENT 1 ON PLAN MOOT LIGHT STANDARD EASEMENT - DOES AFFECT THE LOT, PLOTTED ON PLAN.
18	R0065432	ACCESS EASEMENT ALONG SOUTH 40' OF LOT 1A - DOES AFFECT ACCESS TO THE LOT, PLOTTED ON PLAN.
19	REEL 151 DOC 633 R0143846	SUPPLEMENTAL DECLARATION REGARDING COMMON AREAS AND GRANT OF RECIPROCAL EASEMENT - DOES AFFECT THE LOT - SIGN EASEMENTS IN ADJACENT LOT 2A PLOTTED ON PLAN.
20	REEL 311 DOC 551 R0286092	MEMORANDUM OF LEASE - DOES AFFECT THE LOT, NOT PLOTTABLE. FIRST AMENDMENT TO MEMORANDUM OF LEASE - DOES AFFECT THE LOT, NOT PLOTTABLE.
21	R0037724	ASSIGNMENT OF LEASES - DOES AFFECT THE LOT, NOT PLOTTABLE.
23	R0143846	COVENANTS, CONDITIONS, AND RESTRICTIONS - DOES AFFECT THE LOT, NOT PLOTTABLE.
24	R0143848	CO-OWNERSHIP AGREEMENT - DOES AFFECT THE LOT, NOT PLOTTABLE.
25	R0287716 R0307513	FIRST AMENDMENT AND RESTATED CO-OWNERSHIP AGREEMENT - DOES AFFECT THE LOT, NOT PLOTTABLE. MEMORANDUM OF LEASE - DOES AFFECT THE LOT, NOT PLOTTABLE.
26	R0334204	MEMORANDUM OF LEASE - DOES AFFECT THE LOT, NOT PLOTTABLE.
27	R0339877	TRUST INDENTURE - DOES AFFECT THE LOT, NOT PLOTTABLE.
28	R0339878	ASSIGNMENT OF LESSOR'S INTEREST IN LEASES - DOES AFFECT THE LOT, NOT PLOTTABLE.
29	R0340011	TRUST INDENTURE - DOES AFFECT THE LOT, NOT PLOTTABLE.
30	R0340012	ASSIGNMENT OF LESSOR'S INTEREST IN LEASES - DOES AFFECT THE LOT, NOT PLOTTABLE.
31	R0345964	IMPROVEMENT DEFERRAL AGREEMENT FOR ULTA DEVELOPMENT PROJECT - DOES AFFECT THE LOT, NOT PLOTTABLE.
32	R0013992	NOTICE OF A RIGHT TO CLAIM A LIEN - DOES AFFECT THE LOT, NOT PLOTTABLE.

PROPERTY ADDRESS:

PROPERTY ADDRESS AS LISTED IN THE MT CADASTRAL WEB SITE
135 NORTHWEST BYPASS
GREAT FALLS, MT 59404

BUSINESS ADDRESSES:
135, 205, 207, 209 NORTHWEST BYPASS
GREAT FALLS, MT 59404

ZONING:

C-2, GENERAL COMMERCIAL

MIN. FRONT YARD - 0 FEET
MIN. SIDE YARD - 10 FEET
MIN. REAR YARD - 1/10TH OF LOT DEPTH, BUT NOT LESS THAN 1/10TH OF BUILDING HEIGHT.
MAX. BUILDING HEIGHT OF PRINCIPAL BUILDING: 65 FEET
MAX. BUILDING HEIGHT OF ACCESSORY BUILDING: 24 FEET, BUT NOT HIGHER THAN PRINCIPAL BUILDING
MAX. LOT COVERAGE OF BUILDINGS: 70% CORNER LOT, 60% OTHER LOTS

APPARENT ENCROACHMENTS

- ① CURB (APPROX 0.5' TO 1') IN SOUTHWEST CORNER OF PROPERTY
- ② SIDEWALK (APPROX 2.1') IN SOUTHWEST CORNER OF PROPERTY
- ③ FADED PARKING SPACES ALONG EAST SIDE OF NICKEL ANTE CASINO
- ④ CONCRETE DUMPSTER PAD ALONG WEST EDGE OF LOT 2A
- ⑤ SIDEWALK (APPROX 0.8') ALONG EAST SIDE OF MAIL BUILDING
- ⑥ BUILDING EXTENDS INTO 10' SIDE YARD SETBACK LINE AND REAR YARD SETBACK (1/10TH LOT DEPTH = 81.4')

SURVEYOR'S CERTIFICATE:

- TO:
- BROADWAY ESTATES WESTWOOD PLAZA LLC
 - JPK WESTWOOD PLAZA OWNER LLC
 - BROADWAY ESTATES LLC
 - SSG WP, LLC, A UTAH LIMITED LIABILITY COMPANY
 - FIRST AMERICAN TITLE INSURANCE COMPANY
 - FIFTH THIRD BANK

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 11, 13, 14, 16, 17, and 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 8, 2018.

DATED THIS 22ND DAY OF SEPTEMBER, 2018.

SIGNED: DANIEL R. KENCZKA
MT REG. NO. 15625LS
TD&H ENGINEERING
1800 RIVER DR NO.
GREAT FALLS, MT 59401



ALL SHOWN UNDERGROUND UTILITIES THAT COULD NOT BE IDENTIFIED BY SURFACE FEATURES WERE SURVEYED FROM FIELD MARKS ESTABLISHED BY A "ONE CALL" UTILITY LOCATE, TICKET #18081251.

SURVEYOR'S NOTES

- a. THERE ARE NO BUILDING PARTY WALLS WITH RESPECT TO ADJOINING PROPERTIES.
- b. THERE IS NO VISIBLE EVIDENCE OF RECENT EARTH MOVING, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS
- c. THERE ARE NO KNOWN PROPOSED CHANGES IN STREET RIGHT OF WAY LINES AND NO VISIBLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION

BASIS OF BEARING

EAST LINE OF LOT 2 AS SHOWN ON THE AMENDED PLAT OF LOT 2, BLOCK 1, WESTWOOD NO. 2 ADDITION, BEING S1°34'00"E

REVISIONS

BY	DATE	DESCR

THOMAS, DEAN & HOSKINS, INC.
ENGINEERING CONSULTANTS
MONTANA
WASHINGTON
IDAHO

TD&H
GREAT FALLS - BOZEMAN - KALISPELL - HELENA
SPRINGFIELD - BUTTE
REVISION

DRAWN BY: DRK
DESIGNED BY: DRK
QUALITY CHECK: DRK
DATE: 9-22-18
JOB NO. 18-112
FIELDBOOK

ALTA/NSPS LAND TITLE SURVEY
135 NORTHWEST BYPASS, GREAT FALLS, MONTANA
LOT 2, BLOCK 1, OF THE AMENDED PLAT OF
LOT 2, BLOCK 1, WESTWOOD NO. 2 ADDITION



Item: 2019/2020 Community Development Block Grant (CDBG) Policies and Citizen Participation Plan.

From: Planning and Community Development Department

Initiated By: Alicia Eatherly, Fair Housing Specialist

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

Action Requested: 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 2019/2020 CDBG funds to be received from the U.S. Department of Housing and Urban Development (HUD). These documents must be reviewed and adopted by the City Commission as part of the City’s process to adopt its Annual Action Plan. Once these documents are reviewed and the City conducts its Public Needs Hearing, staff will be ready to prepare and submit the Annual Action Plan.

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.

The Citizen Participation Plan must be updated every year to clearly outline how members of the Great Falls community can participate in the administration of the CDBG and HOME programs generally, and

specifically, how they must be involved in the priority setting for how Federal funds are spent in the local community. The Grant Policies document outlines such items as the City’s annual public involvement process, how requests for funds are evaluated, and key guidelines for program administration.

Document Updates:

The CDBG Grant Policies and proposed Citizen Participation Plan are attached for the Commission’s review. The Citizen Participation Plan document outlines the program requirements for ensuring that the citizens of Great Falls are informed about all aspects of the CDBG and HOME programs. In particular, the Plan must provide for involvement of those citizens that will be most impacted by the program—low to moderate income citizens.

Additionally, the Plan requires the City to make every reasonable effort to consult with public, private and non-profit agencies that provide services 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.

Because City staff believes the Citizen Participation Plan provides for a robust public involvement process, changes to the document from the previous fiscal year were minimal and non-substantive. For the Grant Policies document, the following substantive changes were made:

- **Appeals of City funding decisions for grant requests:** Recently, City Commission passed a resolution (Resolution 10283) designating the Board of Appeals as the body to hear any request from grant applicants who disagree with a City staff decision relative to grant application funding. This appeal process has been added to the Grant Policies document.
- **Elimination of a focus group meeting from the process to determine funding priorities:** A focus group meeting was built into the citizen participation process during 2018 to determine the priorities for the current fiscal year. Staff determined that this meeting was not a valuable data collection tool.
- **Clarification on the review of loan applications:** A clarification was added noting that only loan applications that are “non-emergency” in nature require review by a 3rd party loan board. Currently, emergency loans (for example, loans addressing broken utility lines) only require two City staff signatures.
- **Elimination of references to the City’s Code Enforcement Officer:** In 2018, the City removed this position from being partially funded through the CDBG program.

Staff is requesting adoption of the Grant Policies document and the Citizen Participation Plan for use in the 2019/2020 CDBG allocation process.

Fiscal Impact: Meeting HUD requirements for receipt of CDBG funding will bring an estimated \$776,621 to the City to benefit low/moderate income citizens and families. In order for the City to receive such funding, the Grant Policies document and Citizen Participation Plan must be adopted and executed by the City of Great Falls.

Alternatives: The Commission could change the CDBG Grant Policies document or the Great Falls Citizen Participation Plan. If the Policies 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, 2019 deadline.

Attachments/Exhibits:

- FY19 Grant Policies
- FY19 Citizen Participation Plan

**City of Great Falls
Community Development Block Grant
City Commission Policies
March 15, 2019**

1. The Planning & Community Development Department will conduct an annual community needs assessment to gain community insight into annual funding priorities, including:
 - a. The distribution of a Community Survey
 - b. Outreach to the Council of Councils and Neighborhood Councils
 - c. Public Needs Hearing
2. Community data will be compiled and presented to the City Commission with a recommendation for annual community goals.
3. The City Commission will provide three opportunities to obtain citizens opinions: 1) a work session presentation by staff, 2) Public Needs Hearing, and 3) public comments on the Annual Action Plan. 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
4. 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.
5. 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.
6. If a grant applicant disagrees with a staff decision relative to program or funding eligibility unrelated to discrimination, the applicant may submit a written appeal to the Planning and Community Development Director. The appeal must be received within sixty days of the applicant being notified of staff's decision. If the Planning and Community Development Director upholds the staff decision, the applicant has the option to have the appeal reviewed by the City of Great Falls Board of

Adjustment/Appeals, which has the authority under Resolution 10283 to hear and decide appeals on CDBG allocations.

7. In addition to staff review, all loan applications that are not emergency in nature 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.
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.

City of Great Falls, Montana
Citizen Participation Plan for the
Consolidated Plan and
Consolidated Annual Performance Evaluation Report
February 2019

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 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.

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 meeting venues associated with the Citizen Participation Plan process will be fully accessible to persons with disabilities and reasonable accommodations are available upon request.



Item: Amendment No. 1 to Development Agreement with Great Falls Agritech Park, LLC and Great Falls Agritech Park Owners Association, LLC

From: Melissa Kinzler, Finance Director

Initiated By: Great Falls Agritech Park, LLC and Great Falls Agritech Park Owners Association, LLC

Presented By: Melissa Kinzler, Finance Director

Action Requested: Approve Amendment No. 1 to Development Agreement with Great Falls Agritech Park, LLC and Great Falls Agritech Park Owners Association, LLC

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/ not approve) Amendment No. 1 to Development Agreement with Great Falls Agritech Park, LLC and Great Falls Agritech Park Owners Association, LLC.”

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

Staff Recommendation: Staff recommends the City Commission approve Amendment No. 1 to Development Agreement (Amendment No. 1) with Great Falls Agritech Park, LLC and Great Falls Agritech Park Owners Association, LLC.

Background: On July 21, 2015, the City Commission adopted Ordinance 3134 and approved a Development Agreement (the Development Agreement) with Great Falls Agritech Park, LLC (GFDA/ the Developer) and Great Falls Agritech Park Owners Association, LLC (the Owners Association) pertaining to East Industrial Park Tax Increment Financing Industrial District (the District). The Development Agreement provides for reimbursement to the Owners Association of up to \$6,789,867 for infrastructure improvements consisting of road, water, sewer and rail improvements (the Infrastructure Improvements) from tax increment of the District. Reimbursements for the Infrastructure Improvements were agreed to be reimbursed in three phases as set forth in Exhibit B to the Development Agreement. The reimbursements would begin upon the completion and acceptance by the City of each phase of Infrastructure Improvements.

Between May 2017 through May 2018 issues arose from GFDA’s execution of the Infrastructure Improvements. As a result, GFDA raised the following issues which would require amendment of the

Development Agreement: (i) reimbursement by the City for costs associated with Northwestern Energy's utility work that was not covered by the Development Agreement; (ii) the Developer to become the payee for purposes of the reimbursement obligations instead of the Owner Association; and (iii) reapportionment of the aggregate dollar amount of the reimbursements among the build-out phases due to the Developer's changes in build-out planning and construction bidding. Amendment No. 1 reflects the following amendments to the Development Agreement:

- Reapportion aggregate dollar amount of the reimbursements among the build-out phases due to the Developer's changes in build-out planning and construction bidding. The total reimbursement amount of \$6,789,867 stays the same, however, new phasing and timing for reimbursement are described in Exhibit B to Amendment No. 1 was requested by the Developer and the Owners Association. Phase 3 has been divided into Phase 3A and Phase 3B.
- Provide that reimbursements will be paid to the Developer instead of to the Owners Association.
- Add a new section to clarify responsibility for Storm Water Infrastructure.
- Clarify that the first reimbursement will be made to the Developer within 15 days of execution of Amendment No. 1 and the dollar amount of the reimbursement will reflect all accrued and unpaid payments under the Development Agreement through January 1, 2019. The Developer and the Association previously requested that the City withhold reimbursements prior to implementing Amendment No. 1.

Fiscal Impact: Amendment No. 1 should have no overall fiscal impacts on the East Industrial Park Tax Increment Financing Industrial District in that the aggregate dollar amount of the reimbursements for Infrastructure Improvements is unchanged.

Alternatives: The City Commission could not approve Amendment No. 1 to the Development Agreement. This would mean that the City would be reimbursing the Owners Association instead of the Developer and that reimbursements would occur upon completion of each of the originally designated three phases (and in the designated dollar amounts) as set forth in the Development Agreement.

Concurrences: Amendment No. 1 has been reviewed by a committee of City staff including representatives from Planning and Community Development, Finance, Public Works, and the City Manager's office. The City's legal counsel from Dorsey & Whitney, LLP, drafted Amendment No. 1 and was integral to the discussion.

Attachments/Exhibits: Amendment No. 1 to Development Agreement
Annex A. Development Agreement

AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT

THIS AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT is dated as of _____, 2019 (this “**Amendment**”), among the CITY OF GREAT FALLS, a municipal corporation of the State of Montana (the “**City**”), GREAT FALLS AGRITECH PARK, LLC, a Montana limited liability company (the “**Developer**”) and GREAT FALLS AGRITECH PARK OWNERS ASSOCIATION, LLC a Montana limited liability company (the “**Association**”).

WITNESSETH:

WHEREAS, a DEVELOPMENT AGREEMENT dated as of July 21, 2015 (the “**Development Agreement**”), was entered into by and among the City, the Developer and the Association and is attached hereto as Annex A; and

WHEREAS, the City, the Developer and the Association desire to make certain amendments to the Development Agreement, as more specifically stated herein; and

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

Section 1. Amendment of Development Agreement.

1.1. Section 5.1 of Development Agreement. Section 5.1 of the Development Agreement is amended and restated in its entirety as follows:

“5.1 Reimbursement Obligation. Subject to the terms and conditions of this Section 5, the City has agreed to reimburse the Developer for the costs of the Infrastructure Improvements (the “**Reimbursement Obligation**”), as follows:

(a) costs of the Phase 1 Infrastructure Improvements in an amount equal to \$4,064,868, with interest accruing thereon from the date the Taxable Property in the Project Site has a market value, as certified by the Department of Revenue, of at least \$35.7 million and is generating Tax Increment of at least \$671,000 annually;

(b) costs of the Phase 2 Infrastructure Improvements in an amount equal to \$461,144, with interest accruing thereon from the date the Taxable Property in the Project Site has a market value, as certified by the Department of Revenue, of at least \$46.4 million and is generating Tax Increment of at least \$860,110 annually; and

(c) costs of the Phase 3 Infrastructure Improvements as follows:

(i) costs of the Phase 3A Infrastructure Improvements in an amount equal to the *lesser* of \$1,251,528 and the actual amount of the Phase 3A Infrastructure Improvements, with interest accruing thereon from the date

the Taxable Property in the Project Site has a market value, as certified by the Department of Revenue, of at least \$60.4 million and is generating Tax Increment of at least \$1.05 million annually; and

(ii) costs of the Phase 3B Infrastructure Improvements in an amount equal to the *lesser* of \$1,012,327 and the actual amount of the Phase 3B Infrastructure Improvements, with interest accruing thereon from the date the Taxable Property in the Project Site has a market value, as certified by the Department of Revenue, of at least \$71.4 million and is generating Tax Increment of at least \$1.2 million annually.

The City's Reimbursement Obligation shall not arise with respect to any phase (or sub-phase in the case of Phase 3) of Infrastructure Improvements until completion and acceptance by the City of such phase of Infrastructure Improvements and approval of the costs thereof pursuant to this Section 5.1. The City's Reimbursement Obligation with respect to any phase of Infrastructure Improvements will be based on actual paid invoices for incurred costs provided by the Developer, and the City may reject any invoice amounts to the extent not related to such phase of Infrastructure Improvements. A certificate signed by the Developer in substantially the form attached as Exhibit C hereto will accompany any invoices submitted to the City."

1.2. Exhibit B to Development Agreement. Exhibit B to the Development Agreement is amended and restated in its entirety with "Exhibit B" attached hereto.

1.3. Section 5.3 of Development Agreement. Section 5.3 of the Development Agreement is amended and restated in its entirety as follows:

"5.3 Payment. On January 1 and July 1 of each year (each, a "Payment Date") the City shall pay by check to the Developer the Available Tax Increment received by the City as of such Payment Date; provided that all representations of the Developer and the Association set forth in Section 2.2 hereof are true and correct on such Payment Date and neither the Developer nor the Association is in breach of any covenant or undertaking as set forth in Section 3 or 4 hereof on such Payment Date. The City may at any time and from time to time prepay the Reimbursement Obligation, in whole or in part, at a prepayment price equal to the principal amount so prepaid and interest, if any, accrued and unpaid thereon to the date of payment, without premium. From and after the date of such prepayment, interest, if any, on the principal amount so prepaid shall cease to accrue. Amounts paid by the City with respect to the Reimbursement Obligation shall be applied first to accrued and unpaid interest, if any, and second to outstanding principal. Such amounts shall be allocated pro rata to the portion of the Reimbursement Obligation associated with each of phase of the Infrastructure Improvements based on the original principal amount thereof. All amounts paid by the City with respect to the Reimbursement Obligation shall be made to the Developer and the Developer shall be responsible for distributing funds to the Developer or Property Owners, as the case may be. The City shall not be responsible for overseeing any such distributing of funds which is entirely the responsibility of the Developer. The City will not have any obligation to issue bonds, notes or other obligations in order to finance the prepayment of the Reimbursement Obligation. The City Fiscal Services Director shall keep books and records with respect to the Reimbursement Obligation, including accrued interest, if any, thereon and payments thereof, which shall be

conclusive. Notwithstanding anything to the contrary in this Agreement, including representations of the City in Section 2.1 hereof, the City shall pay the Reimbursement Obligation to the Developer and not the Association.”

1.4. Section 5.5 of Development Agreement. A new Section 5.5 is added to the Development Agreement as follows:

“5.5. Storm Water Infrastructure. Regardless of any reimbursement hereunder, the City is not the owner of the storm water infrastructure (including the drainage ponds) located on the Project Site. The Developer and the Association release the City for all liability with respect to the storm water infrastructure (including the drainage ponds) located on the Project Site, including but not limited to the operation and maintenance thereof. Operation and maintenance of the storm water infrastructure (including the drainage ponds) shall be controlled by the Amended Annexation and Improvement Agreement dated July 7, 2015, recorded July 24, 2015 at R0309434, records of the Cascade County Clerk and Recorder, Cascade County, Montana.”

Section 2. First Payment of Reimbursement Obligation. Notwithstanding Section 5.3 of the Development Agreement, as amended hereby, the first Payment Date shall be not later than 15 days after the execution of this Amendment by the parties hereto, and the amount payable to the Developer on the first Payment Date shall be \$389,381.89, which includes Available Tax Increment received by the City from the period commencing July 21, 2015 through January 1, 2019.

Section 3. General Provisions.

3.1. No Additional Amendments. Except as set forth herein, the terms and conditions of the Development Agreement shall otherwise remain unchanged with no additional amendment.

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

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
as of the ____ day of _____, 2019.

CITY OF GREAT FALLS, MONTANA

[SEAL]

By _____
City Manager

Attest:

City Clerk

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

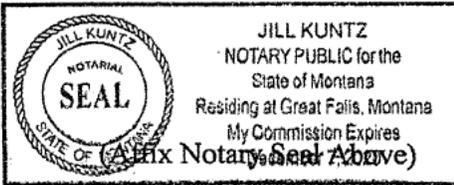
GREAT FALLS AGRITECH PARK, LLC

[Redacted Signature]

By, Brett Doney, for its Authorized Member, Great Falls Development Authority, Inc.

STATE OF MONTANA)
: ss.
County of Cascade)

This instrument was acknowledged before me this 5 day of March, 2019,
by Brett Doney, on behalf of Great Falls Development Authority, Inc., as the Authorized
Member of Great Falls Agritech Park, LLC.



[Redacted Signature]

Signature of Notary

GREAT FALLS AGRITECH PARK OWNERS ASSOCIATION, LLC

[Redacted]

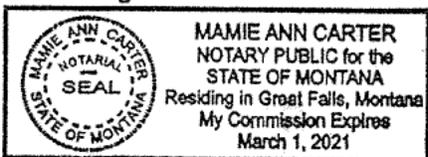
By, Jeff Millhollin, for its Authorized Member, Pacific Hide and Fur Depot

STATE OF MONTANA)

: ss.

County of Cascade)

This instrument was acknowledged before me this 1st day of March, 2019, by Jeff Millhollin, on behalf of Pacific Hide and Fur Depot, as the Authorized Member of Great Falls Agritech Park Owners Association, LLC.



(Affix Notary Seal Above)

[Redacted Signature]

Signature of Notary

GREAT FALLS AGRITECH PARK OWNERS ASSOCIATION, LLC

[Redacted]
By, Steven D. Chambers, for its Authorized Member, MSM Properties, LLC

STATE OF Utah)
County of Weber : ss.)

This instrument was acknowledged before me this 15th day of March, 2019
by Steven D. Chambers, on behalf of MSM Properties, LLC, as the Authorized Member, of
Great Falls Agritech Park Owners Association, LLC.

[Redacted Signature]
Signature of Notary

(Affix Notary Seal Above)

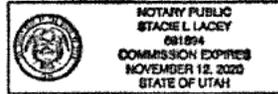


EXHIBIT B

INFRASTRUCTURE IMPROVEMENTS

12/12/2018

Exhibit B

AgriTech Industrial Park - Summary of TIF Related Construction Costs

<u>Work Description</u>	<u>Public Improvements</u>	<u>Fees</u>	<u>Total Cost</u>
<u>Phase 1 - Infrastructure Necessary for Lots 1-5</u>			
Overlay 18th Ave North from 52nd St to end of Lot 5	\$277,127	\$17,900	\$295,027
Extend Water, Sewer and Storm to end of Lot 5	\$315,805	\$31,827	\$347,432
GF Tribune Legal Ad Water & Sewer	\$348	\$0	\$348
Raise Northwestern Energy Transmission Line	\$130,868	\$0	\$130,868
Private Utility Extensions to serve Lots 1 thru 10	\$155,151	\$0	\$155,151
Subtotal			\$828,826
<u>Construct Rail to Serve Lots 1 thru 8 except Lot 5A</u>			
Railway Construction and Engineering	\$2,395,473	\$148,410	\$2,543,882
Northwestern Energy Service for Switch	\$6,831	\$0	\$6,831
BNSF Improvements		\$585,329	\$585,329
Subtotal			\$3,136,042
Phase 1 Subtotal			\$4,064,868
<u>Phase 2 - Infrastructure Necessary for Lot 6</u>			
Overlay 18th Ave North from end of Lot 5 to end of Lot 6	\$23,246	\$1,500	\$24,746
Extend Water, Sewer & Storm from end of Lot 5 to end of Lot 6	\$62,970	\$5,958	\$68,928
Northwestern Energy Service for Lift Station	\$7,867	\$0	\$7,867
Raise Northwestern Energy Transmission Line	\$43,623	\$0	\$43,623
Waste Lift Station	\$264,500	\$22,009	\$286,509
City of Great Falls Inspection Fees	\$0	\$29,471	\$29,471
Phase 2 Subtotal			\$461,144
			\$4,526,012
<u>Phase 3A - Public Infrastructure for Lots 7 - 10</u>			
Extend Sanitary Sewer to serve remaining lots	\$165,605	\$24,841	\$190,446
Extend Public Water to serve remaining lots	\$170,423	\$25,563	\$195,986
Reconstruct 67th Street	\$752,257	\$112,839	\$865,096
Phase 3A Subtotal			\$1,251,528
<u>Phase 3B - Rail to Serve Lots 9 - 10</u>			
Railway Construction and Engineering	\$834,350	\$66,748	\$901,098
Raise Northwestern Energy Malmstrom Transmission Line	\$111,229	\$0	\$111,229
Phase 3B Subtotal			\$1,012,327
Total			\$6,789,867

AGRITECH PARK - CONSTRUCTION COST ESTIMATE
Phase 3A - Public Infrastructure for Lots 7 - 10
Water Main Extensions for Lots 7 thru 10

ITEM	DESCRIPTION	ESTIMATED		UNIT PRICE	ESTIMATED
		QUANTITY	UNIT		TOTAL PRICE
101	Mobilization	1	LS	10,000	10,000
102	6-Inch PVC Water Main	25	LF	52	1,300
103	12-Inch PVC Water Main	1350	LF	77	103,950
104	12-Inch Valve and Valve Box	2	EA	4,200	8,400
105	Fire Hydrant Assembly	3	EA	6,500	19,500
106	Fittings	500	LB	14	7,000
107	Type 2 Pipe Bedding	40	CY	32	1,280
108	Surface Restoration	1	LS	3,500	3,500
				Subtotal	<u>154,930</u>
109	Contingency (10%)	1	LS	15,493	<u>15,493</u>
				Subtotal	170,423
				Engineering and Inspection (15%)	<u>25,563</u>
				Total Estimated Construction Cost	\$195,986

AGRITECH PARK - CONSTRUCTION COST ESTIMATE

Phase 3A - Public Infrastructure for Lots 7 - 10
Extend Gravity Sewer Main to serve Lots 7 thru 10

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
101	Mobilization	1	LS	5,000	5,000
102	8-Inch Sanitary Sewer Main	1370	LF	75	102,750
103	48" Sanitary Sewer Manhole	4	EA	4,800	19,200
104	6" Sewer Service	4	EA	4,500	18,000
105	Type 2 Pipe Bedding	60	CY	35	2,100
106	Trench Surface Restoration	1	LS	3,500	3,500
				Subtotal	150,550
107	Contingency (10%)	1	LS	15,055	<u>15,055</u>
				Subtotal	165,605
				Engineering and Inspection (15%)	<u>24,841</u>
				Total Estimated Construction Cost	\$190,446

AGRITECH PARK - CONSTRUCTION COST ESTIMATE

Phase 3A - Public Infrastructure for Lots 7 - 10

Roadway Reconstruct 67th St N for Lots 7 thru 10

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
101	Mobilization	1	LS	15,000	15,000
102	Excavation and Embankment	4200	CY	15	63,000
103	Topsoil	700	CY	18	12,600
104	Special Borrow	4100	CY	35	143,500
105	Gravel Base Course	1600	CY	40	64,000
106	Geotextile Fabric	8340	SY	3	25,020
107	5" Asphalt Surfacing	2600	TN	135	351,000
108	Striping - White Paint	2,900	SF	1	2,900
109	Striping - Yellow Paint	1,450	SF	1	1,450
110	Helmeted Bicyclist Symbol	4	EA	80	320
111	Directional Arrow	4	EA	70	280
112	Sign Panel - Aluminum Type IV	22	SF	75	1,650
113	Sign Post - 4" Timber	42	LF	75	3,150
				Subtotal	683,870
114	Contingency (10%)	1	LS	68,387	68,387
				Subtotal	752,257
				Engineering and Inspection (15%)	112,839
				Total Estimated Construction Cost	\$865,096

AGRITECH PARK - CONSTRUCTION COST ESTIMATE

Phase 3B - Rail to Serve Lots 9 - 10

Rail Serving Lots 9-10

<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>ESTIMATED TOTAL PRICE</u>
Track (115 lb track)	2,050	LF	270	553,500
Earthwork	1	LS	50,000	50,000
Road Crossing Surface	1	EA	95,000	95,000
Derail	1	EA	30,000	30,000
Miscellaneous Work	1	LS	30,000	30,000
			Subtotal	758,500
Contingency (10%)	1	LS	75,850	<u>75,850</u>
			Subtotal	834,350
			Engineering and Inspection (8%)	66,748
			Total Estimated Construction Cost	\$901,098

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is dated as of July 21, 2015 (this "**Agreement**"), among the CITY OF GREAT FALLS, a municipal corporation of the State of Montana (the "**City**"), GREAT FALLS AGRITECH PARK, LLC, a Montana limited liability company (the "**Developer**") and GREAT FALLS AGRITECH OWNERS ASSOCIATION, LLC a Montana limited liability company (the "**Association**").

WITNESSETH:

WHEREAS, under the provisions of the Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the "**Act**"), an industrial district may be established so that an issuer of bonds may undertake industrial infrastructure projects therein, provide for the segregation and collection of tax increment with respect to taxes collected in such district, issue its bonds to pay the costs of such projects or redeem such bonds that paid the costs of such projects, and pledge to the repayment of the bonds all or a portion of the tax increment derived from the industrial district; and

WHEREAS, the City Commission, pursuant to Ordinance No. 3105, duly adopted on May 7, 2013, after a duly called and noticed public hearing thereon, created an industrial district known as the East Industrial Park Tax Increment Financing Industrial District (the "**District**") and adopted the East Industrial Park Comprehensive Development Plan (the "**Plan**") containing a tax increment financing provision; and

WHEREAS, the Developer plans to develop a 196-acre, multi-tenant, rail served, heavy industrial park in the District known as the Great Falls AgriTech Park (the "**Project**") as depicted on the map included on Exhibit A hereto; and

WHEREAS, the Developer has formed the Association, the members of which shall consist of the Developer and each Property Owner (as hereinafter defined), which shall own, operate and maintain the Rail Improvements (as hereinafter defined) pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Developer and the Association submitted an application for tax increment financing assistance with respect to certain infrastructure improvements associated with the Project, consisting of road, water, sewer and rail improvements as more particularly described on Exhibit B hereto (the "**Infrastructure Improvements**"); and

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

WHEREAS, the City Commission, pursuant to Ordinance No. 3134, duly adopted on July 21, 2015, after a duly called and noticed public hearing thereon (together with Ordinance No. 3105, as either may be amended and supplemented from time to time, the "**Ordinance**"), approved the Project and the Infrastructure Improvements as an industrial development project and authorized the City to enter into this Agreement which sets forth the obligations and

commitments of the City, the Developer and the Association with respect to the Project, the Infrastructure Improvements and the Available Tax Increment (as hereinafter defined).

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

Section 1. Definitions; Rules of Interpretation; Exhibits.

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

“**Act**” has the meaning given to it in the recitals.

“**Actual Taxable Value**” means the taxable value (as defined in the Act) of the Taxable Property as shown on or calculated from the assessment roll last equalized before the date of reference.

“**Agreement**” means this Development Agreement, including any amendment hereof or supplement hereto entered into in accordance with the provisions hereof.

“**Association**” has the meaning given to it in the preamble.

“**Available Tax Increment**” means 85% of the Tax Increment received by the City each year from the Taxable Property.

“**Base Taxable Value**” means the Actual Taxable Value as of January 1, 2013, as such value is adjusted from time to time in accordance with the Act.

“**BNSF Rail Line**” has the meaning given to it in Section 3.2 hereof.

“**Commission**” means the City Commission or any successor governing body of the City, however denominated by statute.

“**Developer**” has the meaning given to it in the preamble.

“**District**” has the meaning given to it in the recitals.

“**Environmental Laws and Regulations**” means and includes the Federal Comprehensive Environmental Compensation Response and Liability Act (“CERCLA” or the “Federal Superfund Act”) as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”), 42 U.S.C. §§ 9601 et seq.; the Federal Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 U.S.C. §§ 6901 et seq.; the Clean Water Act, 33 U.S.C. § 1321 et seq.; and the Clean Air Act, 42 U.S.C. §§ 7401 et seq., all as the same may be from time to time amended, and any other federal, State, county, municipal, local or other statute, code, law, ordinance, regulation, requirement or rule which may relate to or deal with human health or the

environment including without limitation all regulations promulgated by a regulatory body pursuant to any such statute, code, law or ordinance.

“**Fiscal Year**” means the period commencing on the first day of July of any year and ending on the last day of June of the next calendar year, or any other twelve-month period authorized by law and specified by the Commission as the City’s fiscal year.

“**Incremental Taxable Value**” means the amount, if any, by which the Actual Taxable Value, as of the date of reference, exceeds the Base Taxable Value.

“**Indemnified Parties**” has the meaning given to it in Section 7 hereof.

“**Infrastructure Improvements**” means the Phase 1 Infrastructure Improvements, the Phase 2 Infrastructure Improvements and the Phase 3 Infrastructure Improvements.

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

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

“**Ordinance**” has the meaning given to it in the recitals.

“**Payment Date**” has the meaning given to it in Section 5.2 hereof.

“**Person**” means any individual, corporation, partnership, joint venture, association, committee, limited liability company, limited liability partnership, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

“**Phase 1 Infrastructure Improvements**” means those improvements in the District described as the Phase 1 Infrastructure Improvements on Exhibit B hereto.

“**Phase 2 Infrastructure Improvements**” means those improvements described on as the Phase 2 Infrastructure Improvements Exhibit B hereto.

“**Phase 3 Infrastructure Improvements**” means those improvements described as the Phase 3 Infrastructure Improvements on Exhibit B hereto.

“**Plan**” has the meaning given to it in the recitals.

“**Prevailing Wage Rates**” means the Montana Prevailing Wage Rate for public works projects as published from time to time by and available from the Montana Department of Labor and Industry, Research and Analysis Bureau, P.O. Box 1728, Helena, Montana 59624, telephone number (800) 541-3904.

“**Project**” has the meaning given to it in the recitals.

“Project Site” means the Land, which represents only a portion of the real property in the District.

“Property Owners” means the owners of record of the lots in the Project Site.

“Rail Easement” has the meaning given to it in Section 4.1 hereof.

“Rail Easement Parcel” has the meaning given to it in Section 4.1 hereof.

“Rail Improvements” means the rail infrastructure constituting part of the Infrastructure Improvements.

“Reimbursement Obligation” has the meaning given to it in Section 5.1 hereof.

“Right of Reversion” has the meaning given to it in Section 4.3 hereof.

“Secondary Industries” means those industries that use mechanical or chemical processes to transform materials or substances into new products in the manner defined as manufacturing in the North American Industry Classification System Manual.

“Seller” has the meaning given to it in Section 2.2(b) hereof.

“State” means the State of Montana.

“Tax Increment” means the amount received by the City pursuant to the Act from the extension of levies of Taxes against the Incremental Taxable Value of the Taxable Property and will include all payments in lieu of Taxes or beneficial use taxes attributable to the Incremental Taxable Value. If for a Fiscal Year the actual taxable value (as defined in the Act) of the District is less than the base taxable value (as defined in the Act) of the District, the amount of Tax Increment may be reduced accordingly.

“Taxable Property” means all real and personal property located in the Project Site and subject to Taxes, including the Project and the Rail Improvements.

“Taxes” means all taxes levied on an ad valorem basis by any Taxing Jurisdiction against the Taxable Property and includes all payments in lieu of taxes or beneficial use taxes received by the City with respect to the Incremental Taxable Value of the Taxable Property.

“Taxing Jurisdiction” means the State, the City, any school district, local government, municipal corporation, political subdivision or other government entity that levies, during any Fiscal Year during which the tax increment provision of the District is effective under the Act, ad valorem taxes against real or personal property in the District.

“Termination Date” has the meaning given to it in Section 8.4 hereof.

“Unavoidable Delay” means a delay resulting from a cause over which the party required to perform does not have control and which cannot or could not have been avoided by the exercise of reasonable care, including but not limited to acts of God, accidents, war, civil

unrest, embargoes, strikes, unavailability of raw materials or manufactured goods, litigation and the delays of the other party or its contractors, agents or employees in the performance of their duties under or incident to this Agreement.

1.2. Rules of Interpretation.

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

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

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

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

Exhibit A—Legal Description of the Land and Map Thereof;

Exhibit B—Infrastructure Improvements; and

Exhibit C—Form of Reimbursement Certificate.

Section 2. Representations.

2.1. City Representations. The City hereby represents as follows:

(a) Pursuant to the Act, and after public hearing duly called and held, the City by the Ordinance has duly created the District.

(b) The City is authorized by law to enter into this Agreement and to carry out its obligations hereunder.

(c) Pursuant to the Act, and after a public hearing duly called and held, the City by Ordinance No. [____] approved the use of Available Tax Increment to reimburse the Association for the costs of the Infrastructure Improvements in an aggregate amount not to exceed \$6,789,867, together with interest thereon, subject to the terms and conditions set forth in this Agreement.

(d) The State Department of Revenue has advised the City that as of January 1, 2013 the Base Taxable Value of the District was \$2,322 and the Base Taxable Value of the Project Site was \$1,048.

(e) Based on the representations of the Developer and the Association:

(i) the Project is projected to have a market value of at least \$35.7 million and will generate Tax Increment of at least \$671,000 by tax year 2018;

(ii) the Project is projected to have a market value of at least \$46.4 million and will generate Tax Increment of at least \$860,110 by tax year 2020; and

(iii) the Project is projected to have a market value of at least \$71.4 million and will generate Tax Increment of at least \$1.3 million by tax year 2022 and thereafter.

The City makes no representation for the benefit of the Developer or the Association as to the amount of Tax Increment the Project or any phase thereof will generate.

2.2. Developer and Association Representations. Each of the Developer and the Association hereby represents as follows:

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

(b) The Project Site is depicted on the map included on Exhibit A hereto and consists of ten lots. As of the date hereof, Pacific Hide and Fur Depot is the Property Owner with respect to lot 1 in the Project Site, MSM Properties, LLC is the Property Owner with respect to lot 2 in the Project Site, and the John R. Loy Trust B is the Property Owner with respect to lots 3 through 10 in the Project Site (the "Seller"). The Developer has an exclusive and enforceable option to purchase from the Seller lots 3 through 10 in the Project Site.

(c) Neither the Developer nor the Association is aware of any license, consent, approval or permit of any local, State or federal agency or other governmental body that must be obtained before constructing the Project or the Infrastructure Improvements that cannot be obtained in due course and in a timely fashion.

(d) Neither the Developer nor the Association is aware of any facts the existence of which would cause the Developer, the Association or any Property Owner to be in violation of any Environmental Laws and Regulations applicable to the Project or the Infrastructure Improvements. Neither the Developer nor the Association has received from any local, State or federal official any notice or communication indicating that the activities of the Developer, the Association or any Property Owner may be or will be in violation of any Environmental Laws and Regulations applicable to the Project or the Infrastructure Improvements.

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

(f) There is no action, suit, investigation or proceeding now pending or, to the knowledge of the Developer and the Association, threatened against or affecting the Developer

or the Association or their respective businesses, operations, properties or condition (financial or otherwise) before or by any governmental department, commission, board, authority, or agency, or any court, arbitrator, mediator or grand jury, which could, individually or in the aggregate, materially and adversely affect the business, operations, properties, or condition (financial or otherwise) of the Developer or the Association.

(g) Each of the Developer and the Association acknowledges that the estimates of Tax Increment set forth in Section 2.1 hereof are estimates only and are based on variables and assumptions that the City has no control over, including the taxable value of the Taxable Property.

Section 3. Developer's Undertakings.

3.1. Undertaking of Project. The Developer hereby agrees and commits to the City that it will diligently undertake the Project, including the sale of the lots in the Project Site, in accordance with this Agreement, the site plan submitted to the City and all applicable federal, State and local laws, rules, regulations, ordinances and plans relating to or governing the development or use of the Project, including applicable Land Use Regulations and Environmental Laws and Regulations. In furtherance of the purpose of the District, the Developer will actively seek the growth and retention of Secondary Industries at the Project Site. The Developer will regularly update City officials with respect to the development of the Project Site, including the Developer's efforts to promote the Project to Persons engaged in Secondary Industries. At all times during the term of this Agreement, the Association will, and the Association will cause each Property Owner to, operate and maintain, preserve and keep the Project, and with the appurtenances and every part and parcel thereof, in good repair and condition. The Association will, and the Association will cause each Property Owner to, permit the City and any of its officers, employees or agents access to the Project Site for the purpose of inspection of all work being performed in connection with the Project; provided, however, that the City will have no obligation to inspect such work and shall bear no responsibility or liability resulting from any inspection that it may conduct if it chooses to inspect.

3.2. Construction of the Infrastructure Improvements. The Developer will cause the Infrastructure Improvements to be installed, constructed or otherwise provided. Each of the Developer and the Association acknowledges and agrees that the City is not responsible for installing, constructing or otherwise providing the Infrastructure Improvements. If there is an increase in the costs of the Infrastructure Improvements from that shown on Exhibit B hereto that cannot be covered by a contingency amount, the Association will notify the City of the increase and submit additional evidence in a form acceptable to the City that the Association and/or the relevant Property Owners have the financial capacity or commitments to cover such additional costs and complete the Infrastructure Improvements. The Association will, and the Association will cause each Property Owner to, obtain all licenses, consents, approvals and permits from all local, State or federal agency or other governmental body that must be obtained before constructing the Infrastructure Improvements. The Association has all licenses, consents, approvals, permits, easements and access agreements necessary for the acquisition, construction and use of the Rail Improvements, including agreements permitting the connection of the Rail Improvements to the existing Burlington Northern Santa Fe rail line (the "BNSF Rail Line").

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

3.4. Utilities. Neither the Developer, the Association nor any Property Owner will interfere with, or construct any improvements over, any public street or utility easement without the prior written approval of the City. All connections to public utility lines and facilities will be subject to approval of the City and any private utility company involved. The Association at its own expense will replace any public facilities or utilities damaged during the Project by the Developer, the Association, any Property Owner or their respective agents or by others acting on behalf of or under the direction or control of the Developer, the Association or any Property Owner.

3.5. Easements. To the extent that the Infrastructure Improvements are located on the Project Site, the Association will, and the Association will cause each Property Owner to, at the request of the City, grant to the City and/or to third parties such easements, rights-of-way and similar licenses with respect to the Infrastructure Improvements as are reasonable.

3.6. Permits; Environmental Laws. Each of the Developer and the Association will, and each of the Developer and the Association will cause each Property Owner to, obtain in a timely manner all required permits, licenses and approvals, and will meet all requirements of all local, State and federal laws and regulations which must be obtained or met in connection with the acquisition and construction of the Infrastructure Improvements. Without limiting the foregoing, each of the Developer and the Association will, and each of the Developer and the

Association will cause each Property Owner to, request and obtain from the City or other appropriate governmental authority all necessary variances, conditional use permits and zoning changes with respect to the Infrastructure Improvements. Each of the Developer and the Association will, and each of the Developer and the Association will cause each Property Owner to, comply in all material respects with all Environmental Laws and Regulations applicable to the construction, acquisition and operation of the Infrastructure Improvements, obtain any and all necessary environmental reviews, licenses or clearances under, and comply in all material respects with, Environmental Laws and Regulations.

3.7. Nondiscrimination. Each of the Developer and the Association agrees that all hiring by the Developer, the Association and their respective contractors and persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by State and/or federal law.

Section 4. Rail Improvements.

4.1. Construction, Ownership and Public Purpose. The Association will own directly the Rail Improvements and shall not merge with or into, or consolidate with, or wind up into or undergo an arrangement with (whether or not the Association is the surviving entity), or sell, assign, convey, transfer, lease, encumber or otherwise dispose of the Rail Improvements, in one or more related transactions, without the prior written consent of the City. The Association shall not apply for tax-exempt status under State or federal law. Prior to commencing construction of the Rail Improvements, each of the Property Owners whose property includes a portion of the real property on which the Rail Improvements will be constructed (the "**Rail Easement Parcel**") shall grant to the Association, for the benefit of the Association, each other Property Owner, the Other Rail Users (as hereinafter defined) and the City, a perpetual, exclusive easement for railroad purposes with respect to its respective portion of the Rail Easement Parcel, (each, a "**Rail Easement**" and collectively, the "**Rail Easements**"). Such Rail Easements shall be subject to the prior review and approval of the City. The Association shall cause the Rail Easements (which shall also reference the Right of Reversion (as hereinafter defined)) to be filed with the Clerk and Recorder for Cascade County prior to commencing construction of the Rail Improvements. The Association shall allow other rail users that are not Property Owners ("**Other Rail Users**") to construct switches and rail extensions that connect to the Rail Improvements (provided that no Property Owner shall be required to grant additional access easements over such Property Owner's lot for such purposes) and to use the Rail Improvements, subject to use and fee arrangements similar to those applicable to the Property Owners. All such connections shall be constructed and maintained at the sole expense of the Other Rail Users. None of the Developer, the Association or any Property Owner shall block access of such Other Rail Users to the Rail Improvements. The Association will enter into such further agreements and instruments requested by the City in order to permit access by such Other Rail Users to, over and across the Rail Improvements. The Association agrees that this Section 4.1 is enforceable by the City on behalf of the public and any private party meeting the requirements set forth above desiring such access.

4.2. Maintenance and Repair. The Association will maintain, repair and keep the Rail Easement Parcel, and any expansion thereof, and the Rail Improvements and any connections

thereto, and the appurtenances and every part and parcel thereof, in good repair and condition at its own expense and in accordance with all applicable local, State and federal laws and regulations. Each of the Developer and the Association acknowledges and agrees that the City is not responsible for the maintenance, repair or replacement of the Rail Improvements or any connections thereto. The Association will acquire and maintain, at its own expense, all agreements permitting the connection of the Rail Improvements, or any connections thereto, to the BNSF Rail Line.

4.3. Right of Reversion. Notwithstanding anything herein to the contrary, if:

(a) the Association, the Developer or any Property Owner shall default in the performance of any representation, warranty, covenant or obligation set forth in this Section 4, and fail to cure such default within sixty (60) days after receipt of notice of default from the City;

(b) the Association shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to the Association or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of the Association or any substantial part of the property of the Association, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against the Association, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due; or

(c) an involuntary case or other proceeding shall be commenced against the Association seeking liquidation, reorganization or other relief with respect to the Association or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of the Association or any substantial part of the property of the Association, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of sixty (60) consecutive days.

Then the City may, at any time after the expiration of such 60-day period declare a reversion to the City (the “**Right of Reversion**”) of the Rail Improvements, the connections thereto and all agreements permitting the connection of the Rail Improvements to the BNSF Rail Line, in which event the Association shall promptly transfer and convey to the City, by documents prepared by the City, without further consideration, all of the Association’s right, title and interest in the Rail Improvements.

4.4. Insurance of Rail Improvements. The Association will keep and maintain the Rail Improvements at all times insured against such risks and in such amounts, with such deductible provisions, as are customary in connection with comparable infrastructure and the Association will carry and maintain and pay timely the premiums for direct damage insurance covering all risks of loss, including, but not limited to, the following:

1. fire
2. extended coverage perils
3. vandalism and malicious mischief

on a replacement cost basis in an amount equivalent to the full insurable value of the Rail Improvements. "Full insurable value" includes the actual replacement cost of the Rail Improvements, without deduction for architectural, engineering, legal or administrative fees or for depreciation.

In addition, the Association will keep and maintain comprehensive general public liability insurance, including personal injury liability (with employee exclusion deleted), against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$2,000,000. The Association will also keep and maintain workers' compensation insurance respecting all employees of the Association, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Association may be self-insured with respect to all or any part of its liability for workers' compensation.

The foregoing policies shall be taken out and maintained in responsible insurance companies selected by the Association that are authorized under the laws of the State to assume the risks covered thereby. The Association will deposit annually with the City policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. All such policies (other than workers' compensation) will name the City as an additional insured, will be subject to a no coinsurance clause or contain an agreed amount clause, and may contain a deductibility provision not exceeding \$50,000. Each policy shall contain a provision that the insurer shall not cancel nor modify it in such a way as to reduce the coverage provided below the amounts required herein without giving written notice to the Association and the City at least 30 days before the cancellation or modification becomes effective. In lieu of separate policies, the Association may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Association shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Rail Improvements.

During construction of the Rail Improvements, any and all of the foregoing insurance policies may be maintained by the applicable contractor; provided that once any portion of the Rail Improvements is placed into service, the Association will keep and maintain all of the foregoing insurance policies with respect thereto. During construction of the Rail Improvements, the applicable contractor shall also maintain builder's risk insurance written on an "all-risk" or equivalent policy form. Such insurance shall include the interests of the Association, the City, the contractor and subcontractors therein. The Association shall pay all costs not covered because of a deductible. The City will be furnished certificates and additional insured endorsements showing the existence of such insurance.

Section 5. Reimbursement of Infrastructure Improvements.

5.1. Reimbursement Obligation. Subject to the terms and conditions of this Section 5, the City has agreed to reimburse the Association for the costs of the Infrastructure Improvements (the "**Reimbursement Obligation**"), as follows:

(a) costs of the Phase 1 Infrastructure Improvements in an amount equal to the *lesser* of \$4,635,922 and the actual amount of the Phase 1 Infrastructure Improvements, with interest accruing thereon from the date the Taxable Property in the Project Site has a market value, as certified by the Department of Revenue, of at least \$35.7 million and is generating Tax Increment of at least \$671,000 annually;

(b) costs of the Phase 2 Infrastructure Improvements in an amount equal to the *lesser* of \$570,566 and the actual amount of the Phase 2 Infrastructure Improvements, with interest accruing thereon from the date the Taxable Property in the Project Site has a market value, as certified by the Department of Revenue, of at least \$46.4 million and is generating Tax Increment of at least \$860,110 annually; and

(c) costs of the Phase 3 Infrastructure Improvements in an amount equal to the *lesser* of \$1,583,379 and the actual amount of the Phase 3 Infrastructure Improvements, with interest accruing thereon from the date the Taxable Property in the Project Site has a market value, as certified by the Department of Revenue, of at least \$71.4 million and is generating Tax Increment of at least \$1.2 million annually.

The City's Reimbursement Obligation shall not arise with respect to any phase of Infrastructure Improvements until completion and acceptance by the City of such phase of Infrastructure Improvements and approval of the costs thereof pursuant to this Section 5.1. The City's Reimbursement Obligation with respect to any phase of Infrastructure Improvements will be based on actual paid invoices for incurred costs provided by the Association, and the City may reject any invoice amounts to the extent not related to such phase of Infrastructure Improvements. A certificate signed by the Association in substantially the form attached as Exhibit C hereto will accompany any invoices submitted to the City.

5.2. Interest. With respect to each phase of the Infrastructure Improvements, interest shall accrue at the rate of 4.00% per annum on the corresponding portion of the Reimbursement Obligation described in Section 5.1 hereof beginning on the date the Taxable Property in the Project Site has a market value, as certified by the Department of Revenue, in the corresponding amount described in Section 5.1 hereof. Such interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

5.3. Payment. On January 1 and July 1 of each year (each, a "**Payment Date**"), the City shall pay by check to the Association the Available Tax Increment received by the City as of such Payment Date; provided that all representations of the Developer and the Association set forth in Section 2.2 hereof are true and correct on such Payment Date and neither the Developer nor the Association is in breach of any covenant or undertaking as set forth in Section 3 or 4 hereof on such Payment Date. The City may at any time and from time to time prepay the Reimbursement Obligation, in whole or in part, at a prepayment price equal to the principal amount so prepaid and interest accrued and unpaid thereon to the date of payment, without premium. From and after the date of such prepayment, interest on the principal amount so prepaid shall cease to accrue. Amounts paid by the City with respect to the Reimbursement Obligation shall be applied first to accrued and unpaid interest and second to outstanding principal. Such amounts shall be allocated pro rata to the portion of the Reimbursement Obligation associated with each of phase of the Infrastructure Improvements based on the

original principal amount thereof. All amounts paid by the City with respect to the Reimbursement Obligation shall be made to the Association and the Association shall be responsible for distributing funds to the Developer or Property Owners, as the case may be. The City shall not be responsible for overseeing any such distributing of funds which is entirely the responsibility of the Association. The City will not have any obligation to issue bonds, notes or other obligations in order to finance the prepayment of the Reimbursement Obligation. The City Fiscal Services Director shall keep books and records with respect to the Reimbursement Obligation, including accrued interest thereon and payments thereof, which shall be conclusive.

5.4. Termination; Limited Obligations. The City's Reimbursement Obligation, including interest thereon, shall terminate on the earlier to occur of (i) the payment in full of the Reimbursement Obligation and (ii) the Termination Date (regardless of whether or not the City has paid in full the Reimbursement Obligation and interest thereon). Each of the Developer and the Association acknowledges that the Reimbursement Obligation is a limited obligation of the City payable solely from the Available Tax Increment. The Reimbursement Obligation is not a general obligation of the City and neither the general credit nor the taxing power of the City, Cascade County or the State is pledged to the payment of the Reimbursement Obligation, including accrued interest thereon. Neither the Ordinance, this Agreement nor any other agreements or obligations of the City contained herein or therein shall be construed to constitute an indebtedness of the City, Cascade County or the State within the meaning of any constitutional or statutory provisions whatsoever. Each of the Developer and the Association understands that the City has no control over the amount of Available Tax Increment that may be available to pay the Reimbursement Obligation and that no other City funds will be available or used to pay the Reimbursement Obligation.

Section 6. Taxes and Tax Increment.

6.1. Taxes. The Association will use reasonable efforts to cause each Property Owner to pay when due and prior to the imposition of penalty all Taxes and all installments of any special assessments payable with respect to its Taxable Property in the Project Site. The Association will pay when due and prior to the imposition of penalty all Taxes and all installments of any special assessments payable with respect to the Rail Improvements.

6.2. Maintenance of Project and Rail Improvements. Each of the Developer and the Association acknowledges the interest of the City that the Project and the Rail Improvements should be so maintained and operated so that the Incremental Taxable Value of the Project and the Rail Improvements will generate Tax Increment sufficient to pay the Reimbursement Obligation. Accordingly, each of the Developer and the Association will, and each of the Developer and the Association will cause each Property Owner to, use its commercially reasonable best efforts to maintain and operate the Project and the Rail Improvements so as to be able at all times to pay promptly and when due all property taxes levied with respect thereto.

6.3. City Not To Take Action To Reduce Tax Increment. The City agrees that it will take no action that would limit the amount of Tax Increment below the amount that would be generated absent such actions. In the event that at any time following the date hereof: (i) either (A) the Act is amended in such a manner as to reduce Tax Increment, or (B) Tax Increment is reduced as a result of changes in the law regarding the privilege of public entities to levy real

property taxes; and (ii) in lieu of such reduced Tax Increment, the City is authorized to receive and receives revenues in any form in substitution for the lost Tax Increment which additional revenues the City is authorized to spend for the same purposes and under the same conditions that apply to Tax Increment, then the share of such additional revenues attributable to the reduced Tax Increment will be deemed to be Tax Increment for all purposes of this Agreement.

Section 7. Release, Indemnification and Insurance.

7.1. Release and Indemnification Covenant.

(a) Each of the Developer and the Association releases the City and the Commission members, officers, agents, servants and employees thereof (the “**Indemnified Parties**”) from, and covenants and agrees that the Indemnified Parties will not be liable for and, jointly and severally, agrees to indemnify and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person arising out of or resulting from the construction, installation, operation, ownership or maintenance of the Project Site, the Project or the Infrastructure Improvements by the Developer, the Association or any Property Owner or their respective officers, agents, contractors, consultants or employees or any other person, or which is caused by any act or omission of the Developer, the Association or any Property Owner or their respective officers, agents, contractors, consultants or employees or any other person; provided that the indemnity will not apply if and to the extent such loss or damage is caused by the gross negligence or willful misconduct of the City, its agents or employees.

(b) Each of the Developer and the Association, jointly and severally, agrees to protect, indemnify and defend the Indemnified Parties and further agrees to hold the Indemnified Parties harmless from and against, any loss, damage, cost (including reasonable attorneys’ fees), claim, demand, suit, action or other proceeding whatsoever initiated by any Person whatsoever and arising or purportedly arising out of (i) violation by the Developer, the Association or any Property Owner or their respective officers, agents, contractors, consultants or employees or any other person, of any agreement or condition of this Agreement, (ii) the acquisition, construction, installation, ownership, maintenance and operation by the Developer, the Association or any Property Owner or their respective officers, agents, contractors, consultants or employees or any other person, of the Project Site, the Project or the Infrastructure Improvements, or (iii) from the presence on any portion of the Project Site, of any dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating thereto, and also including ureaformaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject an owner of any portion of the Project Site to any damages, penalties, liabilities or expense of clean up under any applicable Environmental Laws and Regulations.

(c) The Indemnified Parties will not be liable for any damage or injury to the persons or property of the Developer, the Association, any Property Owner or their respective officers, agents, contractors, consultants or employees or any other person; provided that such damage or

injury is not caused by the gross negligence or willful misconduct of the City, its agents or employees.

7.2. Insurance. The Association will use reasonable efforts to cause each Property Owner to keep and maintain their respective property, improvements and additions at the Project Site at all times insured against such risks and in such amounts, with such deductible provisions, as are customary in connection with comparable facilities and the Association will use reasonable efforts to cause each Property Owner to carry and maintain and pay timely the premiums for direct damage insurance covering all risks of loss, including, but not limited to, the following:

1. fire
2. extended coverage perils
3. vandalism and malicious mischief
4. boiler explosion (but only if steam boilers are present)
5. collapse

on a replacement cost basis in an amount equivalent to the full insurable value thereof. "Full insurable value" includes the actual replacement cost of the each Property Owner's respective property, improvements and additions at the Project Site, without deduction for architectural, engineering, legal or administrative fees or for depreciation.

In addition, the Association will use reasonable efforts to cause each Property Owner to keep and maintain comprehensive general public liability insurance, including personal injury liability (with employee exclusion deleted), against liability for injuries to persons and/or property, in such amounts, with such deductible provisions, as are customary in connection with comparable companies.

Section 8. General Provisions.

8.1. Conflicts of Interest; City's Representatives Not Individually Liable. No member, officer or employee of the City will have any personal interest, direct or indirect, in this Agreement, the Project or the Infrastructure Improvements, nor will any such member, officer or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested. No member, officer or employee of the City will be personally liable to the Developer, the Association or any Property Owner in the event of any default under or breach of this Agreement by the City, or for any amount which may become due to the Developer or the Association for any obligation issued under or arising from the terms of this Agreement, except for any fraudulent misrepresentation made by any such member, officer or employee in violation of the first sentence of this Section 8.1.

8.2. Rights Cumulative. The parties hereto agree that all rights and remedies with respect to this Agreement, whether provided by law or by this Agreement, will be available to the parties hereto and will be cumulative, and the exercise by either party of any one or more of such remedies will not preclude the exercise by such party, at the same or different times, of any other remedy for the same default or breach or of any of its remedies for any other default or

breach of the party. No waiver made by such party with respect to the performance or the manner or time thereof, of any obligation under this Agreement, will be considered a waiver with respect to the particular obligation of the other party or a condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any obligations of the other party. Delay by a party hereto instituting or prosecuting any cause of action or claim hereunder will not be deemed a waiver of any rights hereunder.

8.3. Injunction; Specific Performance. The parties hereto agree that, in the event of a breach of this Agreement by any party or its successors or assigns, the non-breaching party would suffer irreparable harm. Therefore, in the event any party or its successors or assigns fails to comply with the provisions of this Agreement, the parties hereto expressly agree that the non-breaching party may pursue any remedy at law or in equity, including without limitation, the remedies of injunction and specific performance.

8.4. Term of Agreement. This Agreement will remain in effect until December 31, 2028 (the "**Termination Date**") or such earlier date upon which the obligations under this Agreement has been satisfied or discharged. The parties hereto agree that the City is under no obligation to extend the sunset date of the District and in the event the City elects to extend the sunset date of the District, the City is under no obligation to extend the Termination Date regardless of whether or not the Reimbursement Obligation has been paid in full. Notwithstanding anything in this Agreement to the contrary, Sections 4, 7 and 8 will in all events survive the termination of this Agreement.

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

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

If to the City:

City of Great Falls
P.O. Box 5021

Great Falls, Montana 59403
Attn: Fiscal Services Director

If to the Developer:

Great Falls AgriTech Park LLC
300 Central Avenue, Suite 406
Great Falls, Montana 59401
Attn: Director, Great Falls Development Authority

If to the Association:

Great Falls AgriTech Owners Association, LLC
300 Central Avenue, Suite 406
Great Falls, Montana 59401
Attn: Director, Great Falls Development Authority

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

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

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

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

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

8.11. Governing Law. This agreement and the legal relations between the parties hereto will be governed by and construed in accordance with the laws of the State of Montana, without giving effect to any choice of law statutes, rules, or principles.

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

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

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

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the 21 day of July, 2015.

CITY OF GREAT FALLS, MONTANA

[SEAL]

By  _____
City Manager

Attest:


City Clerk

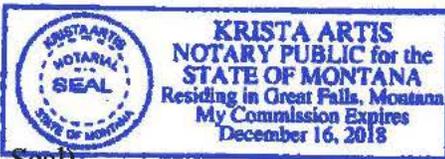


APPROVED FOR LEGAL CONTENT:


Sara Sexe, City Attorney

STATE OF MONTANA)
 : ss.
County of Cascade)

This instrument was acknowledged before me on July 21, 2015 by Gregory T. Doyon, Lisa Kunz and Sara Sexe, as the City Manager, City Clerk and City Attorney of the City of Great Falls, Montana, respectively.

(Notarial Seal) 


Printed Name: Krista Artis
Notary Public for the State of Montana
Residing at Great Falls, Montana
My Commission Expires: December 16, 2018

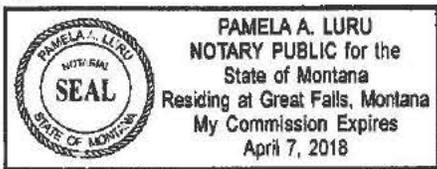
GREAT FALLS AGRITECH PARK, LLC

[Redacted Signature]

Name: Brett Doney
Title: PRESIDENT OF GFDA,
ITS, AUTHORIZED MEMBER

STATE OF MONTANA)
 : SS.
County of Cascade)

This instrument was acknowledged before me on JUNE 25, 2015 by BRETT DONEY of Great Falls AgriTech Park, LLC, on behalf of said limited liability company.



(Notarial Seal)

[Redacted Signature]

Printed Name: PAMELA A. LURU
Notary Public for the State of Montana
Residing at Great Falls, Montana
My Commission Expires: APRIL 7, 2018

GREAT FALLS AGRITECH OWNERS
ASSOCIATION, LLC

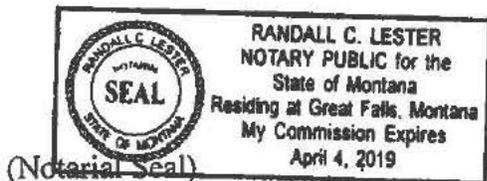
[Redacted]

Name: GREAT FALLS AGRITECH PARK, LLC
Title: by, BRETT DONEY, PRESIDENT
OF GFJA, INC.,
ITS AUTHORIZED MEMBER

STATE OF MONTANA)
 : SS.
County of Cascade)

This instrument was acknowledged before me on July 21, 2015 by
BRETT DONEY of Great Falls AgriTech Owners Association, LLC, on behalf of said
limited liability company.

[Redacted]



Printed Name: RANDALL C. LESTER
Notary Public for the State of Montana
Residing at GREAT FALLS, Montana
My Commission Expires: April 4, 2019

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND AND MAP THEREOF

The real property and interests in such property located in the City of Great Falls, County of Cascade, State of Montana, and described as follows:

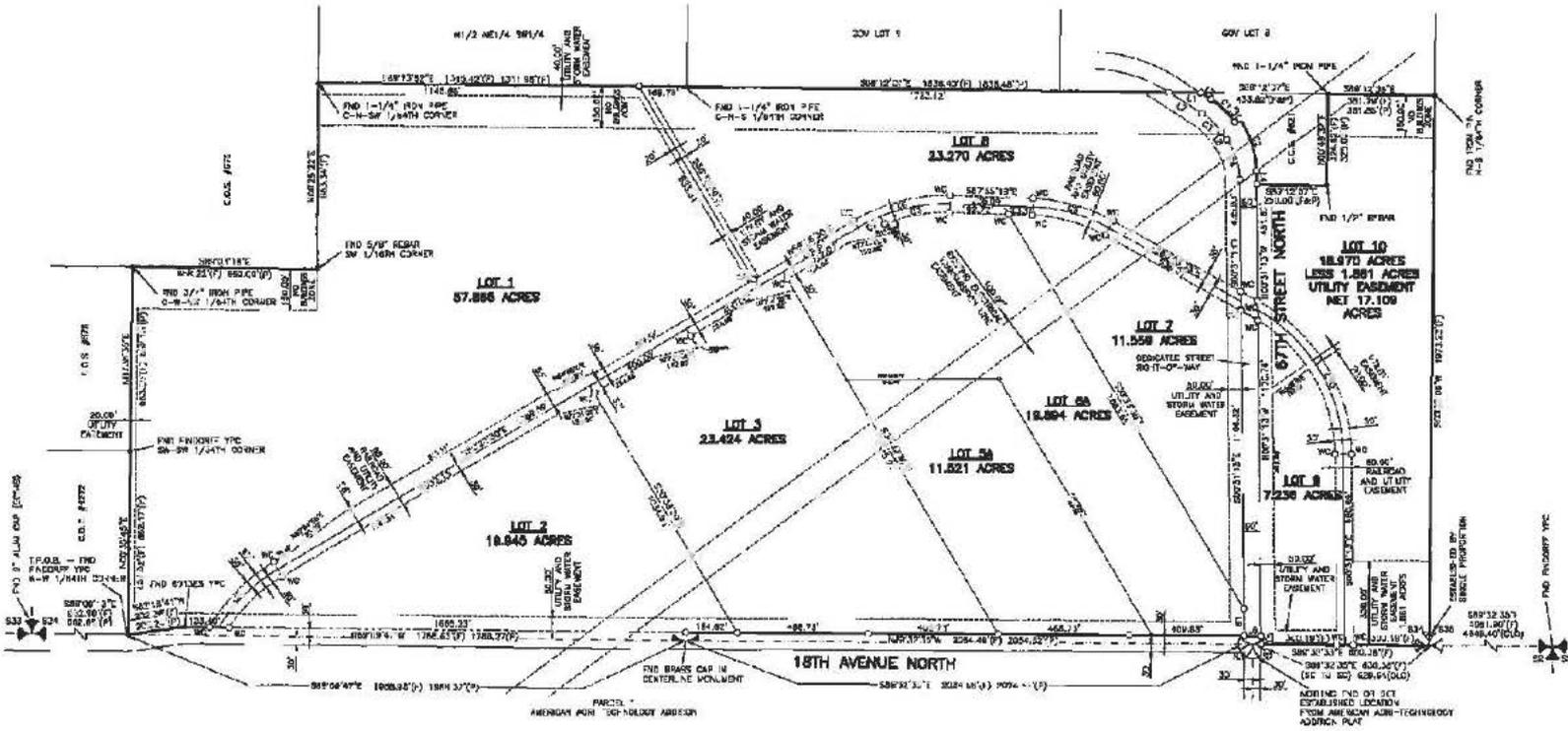
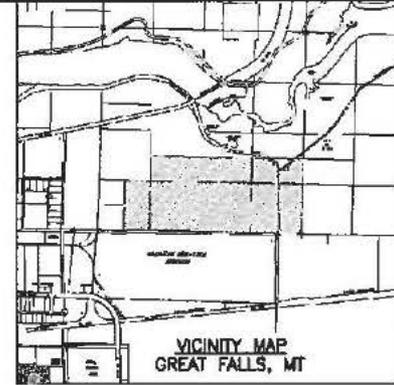
Lots 1-10 of the AgriTech Park Addition, to the City of Great Falls, Montana, as set forth on the Plat of the AgriTech Park addition, appearing on file with the Cascade County Clerk and Recorder at P-2013-0000008 PL.



LEGEND

- N-SUBDIVISION BOUNDARY
- FOUND PROPERTY MONUMENT
- FOUND SECTION CORNER
- FOUND QUARTER CORNER
- NOT FOUND SECTION CORNER
- SET SECTION CORNER
- 5/8" IRON & 2" ALUM CAP
- SET PROPERTY MONUMENT
- 5/8" IRON & 10822.3 TPC
- ENGINEER LINE
- LOT LINE
- SECTION LINE
- FIELD MEASUREMENT
- PLATTED MEASUREMENT
- FT/LESS CORNER
- GENERAL LAND OFFICE

AGRITECH PARK ADDITION
 A TRACT OF LAND LOCATED IN GOVERNMENT LOTS 8 & 9, THE
 SW1/4, AND THE SE1/4 OF SECTION 34, T21N, R4E, P.M.M.,
 CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA



AGRITECH PARK ADDITION
 GREAT FALLS, MONTANA

PROPERTY LAYOUT

TD&H
 Engineering

11 2025 BUDA PRINCE 2020
 SHEET 1

EXHIBIT B
INFRASTRUCTURE IMPROVEMENTS

Agritech Industrial Park - Summary of TIF Related Construction Costs

<u>Work Description</u>	<u>Public</u> <u>Improvements</u>	<u>Fees</u>	<u>Total Estimated</u> <u>Construction</u> <u>Cost</u>
<i>Infrastructure Necessary for Lots 1-5A (No Rail)</i>			
Overlay 18th Ave North from 52nd St to end of Lot 5A	\$272,614	\$35,416	\$308,030.00
Extend Water from Existing Termination to end of Lot 5A	\$130,202	\$19,530	\$149,732.00
Extend Gravity Sewer and Force Main to end of Lot 5A	\$158,125	\$26,881	\$185,006.00
Stormwater Pond and 18th Ave Ditch Reconstruction	\$167,401	\$31,806	\$199,207.00
Private Utility Extensions to serve Lots 1 thru 10	\$129,030	\$0	<u>\$129,030.00</u>
Subtotal			\$971,005.00
 Construct Rail to Serve Lots 1 thru 8 except Lot 5A	 \$3,079,588	 \$585,329	 \$3,664,917.00
<i>Infrastructure Necessary for Lot 6</i>			
Overlay 18th Ave North from end of Lot 5A to end of Lot 6	\$29,101	\$4,947	\$34,048.00
Water Main Extension from end of Lot 5A to end of Lot 6	\$83,026	\$14,114	\$97,140.00
Extend Gravity Sewer and Force Main to end of Lot 6	\$56,913	\$14,797	\$71,710.00
Wastewater Lift Station	\$291,800	\$75,868	\$367,668.00
Subtotal			\$570,566.00
<i>Infrastructure Necessary for Lots 7-10 including Rail Improvements</i>			
Reconstruct 67th St N for Lots 7 thru 10	\$567,812	\$77,429	\$645,241.00
Water Main Extension for Lots 7 thru 10	\$106,260	\$26,565	\$132,825.00
Extend Gravity Sewer Main to serve Lots 7 thru 10	\$107,943	\$14,720	\$122,663.00
Construct Rail to Serve Lots 9 - 10	\$638,250	\$44,400	<u>\$682,650.00</u>
Subtotal			\$1,583,379.00
Total			\$6,789,867.00

AGRITECH PARK - CONSTRUCTION COST ESTIMATE

Overlay 18th Ave North from 52nd St to end of Lot 5A

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
101	Mobilization	1	LS	5,000.00	5,000.00
102	2" TH Asphalt Overlay	21005	SY	10.40	218,452.00
103	Tack Coat	2521	GAL	4.00	10,084.00
104	Traffic Control	1	LS	7,000.00	7,000.00
105	Striping - White Paint	3467	SF	0.75	2,600.00
106	Striping - Yellow Paint	3437	SF	0.75	2,577.75
107	Stop Bar	2	EA	80.00	160.00
108	RR Crossing Symbol	2	EA	300.00	600.00
109	Helmeted Bicyclist Symbol	8	EA	40.00	320.00
110	Directional Arrow	8	EA	40.00	320.00
111	Signs - Sheet Alum Refl Sht IV	33	SF	60.00	1,980.00
112	Poles - Treated Timber Class 4	64	LF	55.00	3,520.00
113	Miscellaneous Work	20000	EA	1.00	<u>20,000.00</u>
				Subtotal	\$272,614.00
				Construction Engineering (4%)	10,905.00
				City Inspection (4%)	10,905.00
				Contingency (5%)	<u>13,631.00</u>
				Total Estimated Construction Cost	\$308,060.00

AGRITECH PARK - CONSTRUCTION COST ESTIMATE

Extend Water from Existing Termination to End of Lot 5A

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
101	Mobilization (5% Max)	1	LS	5,000.00	5,000.00
104	16-Inch PVC Water Main	978	LF	60.00	58,680.00
106	16-Inch Valve and Valve Box	1	EA	4,500.00	4,500.00
107	Fire Hydrant Assembly	6	EA	4,500.00	27,000.00
108	Fittings	1090	LB	8.00	8,720.00
109	Type 2 Pipe Bedding	100	CY	25.00	2,500.00
110	Extend Open Cut 24" Encasement Pipe	30	LF	350.00	10,500.00
112	Connect to Existing Water Main	1	LS	5,000.00	5,000.00
114	Surface Restoration	895	LF	2.00	1,790.00
115	Miscellaneous Work	6512	EA	1.00	<u>6,512.00</u>
				Subtotal	\$130,202.00
				Construction Engineering (5%)	6,510.00
				City Inspection (5%)	6,510.00
				Contingency (5%)	<u>6,510.00</u>
				Total Estimated Construction Cost	\$149,732.00

AGRITECH PARK - CONSTRUCTION COST ESTIMATE

Extend Gravity Sewer and Force Main to end of Lot 5A

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
101	Mobilization	1	LS	5,000.00	5,000.00
102	8-Inch Sanitary Sewer Main	1017	LF	50.00	50,850.00
104	Sewer Force Main Pipe Bend	3	EA	800.00	2,400.00
105	48" Sanitary Sewer Manhole	3	EA	3,200.00	9,600.00
106	Sewer Force Main Slipped into Existing	1221	LF	25.00	30,525.00
107	Sewer Force Main	1017	LF	50.00	50,850.00
108	Type 2 Pipe Bedding	30	CY	30.00	900.00
137	Miscellaneous Work	1	LS	8,000.00	<u>8,000.00</u>
				Subtotal	\$158,125.00
				Construction Engineering (5%)	7,906.00
				City Inspection (5%)	7,906.00
				Contingency (7%)	<u>11,068.00</u>
				Total Estimated Construction Cost	\$185,006.00

AGRITECH PARK - CONSTRUCTION COST ESTIMATE

Lot 10 and 18th Ave N Storm Water Facilities

<u>Work Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Mobilization and Permits	1	LS	10,000.00	10,000.00
18th Ave Ditch Grading	1800	LF	11.00	19,800.00
18th Ave Ditch Check Dams	1030	LF	13.50	13,905.00
Pond Excavation and Embankment	3200	CY	12.00	38,400.00
24" RCP Culvert	72	LF	58.00	4,176.00
Drainage Swale w/ Check Dams	320	LF	30.00	9,600.00
Hydraulic Structures	2	EA	14,000.00	28,000.00
Access Road from 67th St	350	LF	44.00	15,400.00
Salvage and Replace Topsoil	850	CY	12.00	10,200.00
Seeding and Fertilizing	2.1	AC	5,200.00	10,920.00
Miscellaneous Work	7,000	EA	1.00	<u>7,000.00</u>
			Subtotal	\$167,401.00
			Design Engineering (6%)	10,044.00
			Construction Engineering (7%)	11,718.00
			Contingency (6%)	<u>10,044.00</u>
			Total Estimated Construction Cost	\$199,207.00

AGRITECH PARK - CONSTRUCTION COST ESTIMATE

Private Utility Extensions to serve Lots 1 thru 10

Work Item	Quantity	Units	Unit Cost	Total Cost
Communications (3 Rivers - Quote for Fiber)	1	LS	\$28,500.00	\$28,500.00
Natural Gas (Energy West)	1	LS	\$38,700.00	\$38,700.00
Electricity (Northwestern Energy)	1	LS	\$15,000.00	\$15,000.00
Communications (Optimum and Century Link to provide quotes)	1	LS	\$30,000.00	<u>\$30,000.00</u>
			Subtotal	\$112,200.00
			Contingency (15%)	<u>\$16,830.00</u>
			Total Estimated Construction Cost	<u>\$129,030.00</u>

AGRITECH PARK - CONSTRUCTION COST ESTIMATE

Rail Serving Lots 1- 6 same cost as Lots 1- 8 (except Lot 5A)

<u>Work Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Mobilization	1	LS	\$30,000	\$30,000.00
Earthwork to Reroute Existing Track at Mainline Connection	1,400	LF	\$46	\$64,400.00
Relocate 16" Water Main at Track Realignment	500	LF	\$60	\$30,000.00
Extend Water Main Encasement Pipe	35	LF	\$350	\$12,250.00
Track (115 lb track)	6,350	LF	\$200	\$1,270,000.00
Runaround siding (2,000 LF capacity)	2,268	LF	\$200	\$453,600.00
No. 9-115 lb turnout (runaround, crossover switches)	4	EA	\$65,000	\$260,000.00
Road Crossing Surface	2	EA	\$72,000	\$144,000.00
Crossing Signals	1	EA	\$270,000	\$270,000.00
Double Switch Point Deraill	1	EA	\$30,000	\$30,000.00
Culverts, Seeding	1	LS	\$18,000	\$18,000.00
Miscellaneous Work	1	LS	\$80,000	\$80,000.00
			Subtotal	\$2,662,250.00
				\$18,000.00
			Signal Design and Inspection	\$133,113.00
			Engineering (5%)	\$266,225.00
			Contingency (10%)	
			Subtotal	\$3,079,588.00

Sole Source BNSF Railway Costs - Lots 1 thru 8 (except Lot 5A)

<u>Work Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Total Cost</u>
BNSF Mainline Switch	1	LS	\$185,005	\$185,005.00
Mainline Switch Heater and Power	1	LS	\$62,000	\$62,000.00
BNSF Reroute of Existing Mainline at Connection	1,400	LF	\$242	\$338,324.00
			BNSF Subtotal	\$585,329.00
			Total	\$3,664,917.00

AGRITECH PARK - CONSTRUCTION COST ESTIMATE

Overlay 18th Ave North for Lot 6

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
101	2" TH Asphalt Overlay	2002	SY	10.80	21,621.60
102	Tack Coat	240	GAL	7.00	1,680.00
103	Striping - White Paint	213	SF	0.75	159.75
104	Striping - Yellow Paint	213	SF	0.75	159.75
105	Stop Bar	1	EA	80.00	80.00
106	Helmeted Bicyclist Symbol	2	EA	40.00	80.00
107	Directional Arrow	2	EA	40.00	80.00
105	Stop Bar	1	EA	80.00	80.00
106	Helmeted Bicyclist Symbol	2	EA	40.00	80.00
107	Directional Arrow	2	EA	40.00	80.00
108	Miscellaneous Work	1	LS	5,000.00	<u>5,000.00</u>
				Rounded Subtotal	29,101.00
				Construction Engineering (5%)	1,455.00
				City Inspection (5%)	1,455.00
				Contingency (7%)	<u>2,037.00</u>
				Total Estimated Construction Cost	\$34,048.00

AGRITECH PARK - CONSTRUCTION COST ESTIMATE

Water Main Extensions for Lot 6

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
101	Mobilization (5% Max)	1	LS	10,000.00	10,000.00
103	12-Inch PVC Water Main	120	LF	54.00	6,480.00
104	16-Inch PVC Water Main	335	LF	65.00	21,775.00
105	12-Inch Valve and Valve Box	1	EA	3,400.00	3,400.00
106	16-Inch Valve and Valve Box	1	EA	4,800.00	4,800.00
107	Fire Hydrant Assembly	2	EA	5,600.00	11,200.00
108	Fittings	1162	LB	8.00	9,296.00
109	Type 2 Pipe Bedding	30	CY	30.00	900.00
114	Surface Restoration	455	LF	5.00	2,275.00
115	Miscellaneous Work	12000	EA	1.00	<u>12,000.00</u>
				Subtotal	83,026.00
				Construction Engineering (5%)	4,151.00
				City Inspection (5%)	4,151.00
				Contingency (7 1/2%)	<u>5,812.00</u>
				Total Estimated Construction Cost	\$97,140.00

AGRITECH PARK - CONSTRUCTION COST ESTIMATE

Wastewater Lift Station and Lot 6 Sanitary Sewer Main Extension

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
101	Mobilization	1	LS	20,000.00	20,000.00
102	8-Inch Sanitary Sewer Main	379	LF	55.00	20,845.00
103	48" Sanitary Sewer Manhole	1	EA	3,200.00	3,200.00
104	Sewer Force Main	360	LF	55.00	19,800.00
105	Type 2 Pipe Bedding	50	CY	30.00	1,500.00
106	Trench Surface Restoration	1	LS	1,500.00	1,500.00
107	Trench Plugs	3	EA	70.00	210.00
108	Trench Insulation	328	LF	6.00	1,968.00
109	Submersible Lift Station Equipment & Installation	1	LS	32,000.00	32,000.00
110	2" Sch 80 PVC Drain Pipe	12	LF	80.00	960.00
111	2" Curb Stop with Box	1	EA	460.00	460.00
112	9' Diameter Concrete Wet-Well	1	EA	24,000.00	24,000.00
113	Lift Station & Valve Vault Excavation	1	LS	32,000.00	32,000.00
114	Lift Station & Valve Vault Backfill	1	LS	8,500.00	8,500.00
115	4" Ductile Iron Pipe	1	LS	5,000.00	5,000.00
116	6" Ductile Iron Discharge Pipe & Fittings	48	LF	70.00	3,360.00
117	8" Ductile Iron Forcemain Pipe & Fittings	5	LF	180.00	900.00
118	4" Plug Valve	1	EA	1,500.00	1,500.00
119	6" Plug Valve	2	EA	2,000.00	4,000.00
120	6" Check Valve	2	EA	2,800.00	5,600.00
121	Pre-cast Concrete Valve Vault	1	EA	16,000.00	16,000.00
122	Miscellaneous Pipe Supports	1	LS	4,500.00	4,500.00
123	Aluminum Hatch	1	EA	3,200.00	3,200.00
124	Lift Station Site Grading & Restoration	1	LS	5,500.00	5,500.00
125	14" Gravel Access Road and Parking	480	SY	30.00	14,400.00
126	Geotextile Separation Fabric	400	SY	2.00	800.00
127	Bollard	3	EA	700.00	2,100.00
128	Electrical Service, Panels & Installation	1	LS	32,000.00	32,000.00
129	Lift Station Controls & Communication	1	LS	36,000.00	36,000.00
130	Miscellaneous Work	1	LS	50,000.00	50,000.00
Subtotal					\$351,803.00
Construction Engineering (6%)					21,108.00
City Inspection (10%)					35,180.00
Contingency (10%)					<u>35,180.00</u>
Total Estimated Construction Cost					\$443,271.00

AGRITECH PARK - CONSTRUCTION COST ESTIMATE

Reconstruct 67th St N for Lots 7 thru 10

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
101	Mobilization	1	LS	8,000.00	8,000.00
102	Excavation and Embankment	3500	CY	14.00	49,000.00
103	Topsoil	700	CY	16.00	11,200.00
104	Special Borrow	3600	CY	32.00	115,200.00
105	Gravel Base Course	800	CY	38.00	30,400.00
106	Geotextile Fabric	8340	SY	2.00	16,680.00
107	5" Asphalt Surfacing	2350	TN	110.00	258,500.00
108	Striping - White Paint	2,900	SF	0.75	2,175.00
109	Striping - Yellow Paint	1,450	SF	0.75	1,087.50
110	Helmeted Bicyclist Symbol	4	EA	40.00	160.00
111	Directional Arrow	4	EA	40.00	160.00
112	Sign Panel - Aluminum Type IV	22	SF	60.00	1,320.00
113	Sign Post - 4" Timber	42	LF	55.00	2,310.00
114	Miscellaneous Work	1	LS	20,000.00	<u>20,000.00</u>
				Subtotal	\$518,192.50
				Contingency (10%)	51,819.00
				Construction Engineering (15%)	<u>77,429.00</u>
				Total Estimated Construction Cost	\$645,241.00

AGRITECH PARK - CONSTRUCTION COST ESTIMATE

Water Main Extensions for Lots 7 thru 10

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
101	Mobilization (5% Max)	1	LS	5,000.00	5,000.00
102	6-inch PVC Water Main	6	LF	32.00	160.00
103	12-inch PVC Water Main	1200	LF	52.00	62,400.00
104	12-inch Valve and Valve Box	2	EA	3,400.00	6,800.00
105	Fire Hydrant Assembly	3	EA	5,500.00	16,500.00
106	Fittings	500	LB	8.00	4,000.00
107	Type 2 Pipe Bedding	40	CY	25.00	1,000.00
108	Surface Restoration	1200	LF	2.00	2,400.00
109	Miscellaneous Work	8000	EA	1.00	8,000.00
				Subtotal	106,260.00
				Contingency (10%)	10,626.00
				Engineering and City Inspection (15%)	15,939.00
				Total Estimated Construction Cost	\$132,825.00

AGRITECH PARK - CONSTRUCTION COST ESTIMATE

Extend Gravity Sewer Main to serve Lots 7 thru 10

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED TOTAL PRICE</u>
101	Mobilization (5% Max)	1	LS	5,000.00	5,000.00
102	8-Inch Sanitary Sewer Main	1171	LF	55.00	64,405.00
103	48" Sanitary Sewer Manhole	3	EA	3,800.00	11,400.00
104	6" Sewer Service	4	EA	3,500.00	14,000.00
105	Type 2 Pipe Bedding	40	CY	30.00	1,200.00
106	Trench Surface Restoration	1	LS	3,500.00	3,500.00
107	Miscellaneous Work	1	EA	8,438.00	<u>8,438.00</u>
				Subtotal	\$107,943.00
				Engineering and City Inspection (8.5%)	9,323.00
				Contingency (5%)	<u>5,397.00</u>
				Total Estimated Construction Cost	\$122,663.00

AGRITECH PARK - CONSTRUCTION COST ESTIMATE
Rail Serving Lots 9-10

<u>Work Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Total Cost</u>
<u>Construct Rail to Serve Lots 9 and 10</u>				
Track (115 lb track)	2,050	LF	200.00	410,000.00
Earthwork	1	LS	20,000.00	20,000.00
Road Crossing Surface	1	EA	65,000.00	65,000.00
Double switch point Derail	1	EA	30,000.00	30,000.00
Miscellaneous Work	1	LS	30,000.00	<u>30,000.00</u>
			Subtotal	\$555,000.00
			Construction Engineering (8%)	\$44,400.00
			Contingency (15%)	<u>\$83,250.00</u>
			Total	\$682,650.00

EXHIBIT C

FORM OF REIMBURSEMENT CERTIFICATE

TO: City of Great Falls, Montana (the "City")
FROM: Great Falls AgriTech Owners Association, LLC (the "Association")
SUBJECT: Reimbursements for Infrastructure Improvements

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

The undersigned, as Authorized Developer Representative, intends that this certificate will satisfy the requirements of Section 5.1 of the Development Agreement, dated as of [____], 2015 among the City, Great Falls AgriTech Park, LLC (the "Developer") and the Association (the "Agreement"), and does hereby certify on behalf of the Association that:

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

Dated: _____, 20__

GREAT FALLS AGRITECH OWNERS
ASSOCIATION, LLC

By: _____
Authorized Developer Representative

Schedule to Developer Certificate No. _____

Payee

Purpose

Amount

CITY OF GREAT FALLS



**TAX INCREMENT FINANCING
(TIF)**

APPLICATION FOR FUNDS

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

Project Name: Great Falls AgriTech Park

Date Submitted: 12/14/14

Name of TIF District: East Industrial Park Tax Increment Financing

APPLICANT INFORMATION

Name: Great Falls AgriTech Park LLC
Attn: Brett Doney, Great Falls Development Authority

Address: 300 Central Avenue, Suite 406, Great Falls, MT 59401

Telephone: 1-406-750-2119

DEVELOPMENT INFORMATION

1. Building Address: Lot 1 – 5701 18th Ave N; Lot 2 – 5901 18th Ave N; Lot 3- 6201 18th Ave N; Lot 4 – 6301 18th Ave N

2. Legal Description: AgriTech Park Addition, located in the SE1/4 of Section 34, T21N, R4E, Pmm. City of Great Falls, Montana

3. Ownership: Lot 1 – Pacific Steel & Recycling; Lot 2 – Montana Specialty Mills; Lots 3-10 John R. Loy Trust B

Address Pacific Steel & Recycling 1401 3rd St. NW, Great Falls MT 59404; Montana Specialty Mills 701 2nd Street S. Great Falls MT 59405; John R Loy Trust c/o Roger Doney, 1830 Lacey Lane, Whitefish, Montana 59937

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

Address: _____

5. Existing/Proposed Businesses: Lot 1 – Pacific Steel Sales and Recycling; Lot 2 – Montana Specialty Mills – Agri-Processing; Lots 3-10 currently farmed, land is for sale.

Business Description: Multi-tenant industrial park

6. Employment: Existing FTE Jobs: Farming operations require less than one FTE.

New Permanent FTE Jobs created by project: 100+ new jobs estimated at a minimum for build out of the lots Construction FTE jobs: Construction of the infrastructure will provide approximately 24 jobs during the various construction projects plus two to four construction management jobs. Construction of the tenant facilities will create far more construction jobs.

7. Architectural/Engineering Firm: TD&H Engineering

Address: 1800 River Drive North, Great Falls MT 59401

Representative: John Juras, P.E. -1-

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

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

These infrastructure improvements will serve Lots 1 - 10 of the Agritech Addition. The specific improvements planned are those required to meet the terms of the Annexation Agreement and to provide shovel ready, rail served industrial lots for businesses. Development of the infrastructure required for AgriTech Owners Association Stormwater Improvements will be completed using separate funding than what is anticipated for this TIF Application.

Specific projects anticipated to be completed using TIF funds are listed below.

- a. O.F. 1591.3 Overlay 18th Ave North - Overlay existing 3" thick asphalt with 2 additional inches from 52nd Street N to the end of Lot 4. Install striping, signing and associated work.
- b. O.F. 1591.3 Overlay 18th Ave North - Overlay existing 3" thick asphalt with 2 additional inches from the end of Lot 4 to 67th Street. Install striping, signing and associated work.
- c. O.F. 1591.4 Reconstruct 67th Street N for lots 7 – 10. Complete reconstruction of gravel road to meet City Standards.
- d. Municipal Water Main Loop - Extend municipal water main loop and fire hydrants into Lots 1 and 2.
- e. O.F. 1591.1 Water Main Extensions – Extend main to the end of Lot 4, install fire hydrants.
- f. O.F. 1591.1 Water Main Extensions – Extend main for Lots 5 and 6, install fire hydrants.
- g. O.F. 1591.1 Water Main Extensions – Extend main for Lots 7 thru 10, install fire hydrants.
- h. O.F. 1591.2 Sewer Main Extensions – Extend gravity and force sewer mains from the east end of Lot 3 to the east end of Lot 4.
- i. O.F. 1591.2 Sewer Main Extensions – Construct wastewater lift station and extend gravity and force sewer mains to serve lots 5 and 6.
- j. O.F. 1591.2 Sewer Main Extensions – Extend gravity sewer mains to serve lots 7 thru 10.
- k. O.F. 1591.5 Agritech Park Railway – Connect to existing BNSF track just east of 52nd Street N and extend industrial track eastward to serve Lots 1-6 of the Agritech Addition. Pay BNSF connection fee, install 18th Ave N crossing, flashers, extend rail sleeve and associated rail improvements.
- l. O.F. 1591.5 Agritech Park Railway – Extend industrial track eastward to serve Lots 7 thru 10 of the Agritech Addition.
- m. Extension of private communications, natural gas, and electric utilities to Lots 1 – 10.

It is intended that these improvements will be constructed in phases to meet the requirements detailed in the Annexation Agreement for the issuance of building permits on each lot. The first phase will include at improvements required for at least lots 1-4. The developer is currently in discussions with companies interested in purchasing lots 3-7. To facilitate securing commitments from these and future companies interested in investing in new facilities in Great Falls, the developer would prefer a master Tax Increment Financing agreement for lots 1-10.

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

See attached map (Figure One – TIF Projects Layout) of the project area showing locations of

public improvements. Available construction plans are on file with City Engineering.

10. What is the development schedule or estimated completion date for the Total Project Development? The Total Project Development is best defined as the entire development, not just the TIF improvements (please include project phasing if appropriate). The total project will be completed in phases. Improvements projects for Lots 1-4 are planned for construction in 2015. Subsequent projects to complete the development of Lots 5-10 will be completed as the remaining lots are sold. Lot sale dates cannot be predicted with certainty.
11. Do you plan on asking for any other tax abatements, grants, tax credits or other forms of relief? If so, what type?
No, except for the possibility that future Park tenants may ask the City to utilize the Montana Board of Investments Economic Development Infrastructure Loan Program. Purchase and Sale Agreements for lots in the Park prohibit tenants from seeking property tax abatements from the City. _____
12. Please describe your funding needs and the anticipated timing schedule for your identified Eligible TIF Activities (example: *I will be fronting the costs of all identified TIF improvements and would like to be reimbursed incrementally as TIF funds become available; I am interested in utilizing bond financing to complete the identified project improvements and would like to be reimbursed with TIF funds as they become available, I need TIF funds immediately to complete the identified TIF improvements, etc.*)
Developer and Park tenants propose to pay for all improvements covered by the Tax Increment Financing Agreement and be reimbursed by the City when, and only if, tax increment is generated by the project. We propose entering into a loan agreement with the City similar to that structure utilized for the Staybridge Hotel project. Pacific Steel & Recycling will construct the rail line to serve lots 1-4 and Montana Specialty Mills will provide the funds for the developer to construct the road, water, sewer improvements, and private utility improvements for lots 1-4. The improvements will be constructed in 2015. Both companies intend to start construction of new facilities on lots 1 and 2 in 2015. Construction of infrastructure to serve lots 5-10 will take place as the developer and future Park tenants arrange financing. We would prefer a TIF Agreement that covers all 10 lots.
13. Please indicate the amount of Public Infrastructure Need and the amount of Public Infrastructure being requested to be financed by the TIF District.
The TIF District is being requested to reimburse 100% of the cost of public infrastructure needed to serve Lots 1-10 as required in the Annexation Agreement as detailed above. TIF reimbursement of project costs includes remaining engineering, administration, construction, construction management, and construction inspection.

TOTAL PROJECT DEVELOPMENT COSTS

The total project development cost is the cost to develop the entire project/site,

	from TIF	Funds
1. _____	_____	_____

Demolition & Removal of Structures

1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
Subtotal	_____	_____

Relocation of Occupants

1. _____	_____	_____
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Public Improvements

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

a) Overlay 18th Ave North from 52nd St to end of Lot 4	\$248,626	\$248,626	As available
b) Overlay 18th Ave North for Lots 5 and 6	\$65,943	\$65,943	As available
c) Reconstruct 67th St N for Lots 7 thru 10	\$567,812	\$567,812	As available
d) Extend Municipal Water Main Loop to serve Lots 1 and 2	\$237,600	\$237,600	As available
e) Extend Water from Existing Termination to end of Lot 4	\$108,383	\$108,383	As available
f) Water Main Extension for Lots 5 and 6	\$128,034	\$128,034	As available
g) Water Main Extension for Lots 7 thru 10	\$116,886	\$116,886	As available
h) Extend Gravity Sewer and Force Main to end of Lot 4	\$66,573	\$66,573	As available
i) Wastewater Lift Station and Lots 5 and 6 Sewer Main Extension	\$465,480	\$465,480	As available
j) Extend Gravity Sewer Main to serve Lots 7 thru 10	\$107,943	\$107,943	As available
k) Construct Rail to Serve Lots 1 thru 6	\$2,362,740	\$2,362,740	As available
l) Construct Rail to Serve Lots 7 - 10	\$638,250	\$638,250	As available
m) Private Utility Extensions to serve Lots 1 thru 10	\$131,675	\$131,675	As available
Subtotal	\$5,245,945	\$5,245,945	

Fees (associated with eligible activities)

(A&E design/supervision, permits & other fees)

a) Overlay 18th Ave North from 52nd St to end of Lot 4	\$18,944	\$18,944	As available
b) Overlay 18th Ave North for Lots 5 and 6	\$6,162	\$6,162	As available

c) Reconstruct 67th St N for Lots 7 thru 10	\$77,429	\$77,429	As available
d) Extend Municipal Water Main Loop to serve Lots 1 and 2	\$32,400	\$32,400	As available
e) Extend Water from Existing Termination to end of Lot 4	\$10,322	\$10,322	As available
f) Water Main Extension for Lots 5 and 6	\$11,966	\$11,966	As available
g) Water Main Extension for Lots 7 thru 10	\$15,939	\$15,939	As available
h) Extend Gravity Sewer and Force Main to end of Lot 4	\$6,222	\$6,222	As available
i) Wastewater Lift Station and Lots 5 and 6 Sewer Main Extension	\$51,720	\$51,720	As available
j) Extend Gravity Sewer Main to serve Lots 7 thru 10	\$14,720	\$14,720	As available
k) Construct Rail to Serve Lots 1 thru 6	\$111,380	\$111,380	As available
l) Construct Rail to Serve Lots 7 - 10	\$44,400	\$44,400	As available
m) Private Utility Extensions to serve Lots 1 thru 10	\$0	\$0	As available
Subtotal	\$401,604	\$401,604	
Grand Total	\$5,647,549	\$5,647,549	

Refer to the Attached Updated TIF Related Construction Costs - \$6,789,867.00

-4-

Additional Information

The Great Falls Development Authority (GFDA) is a public/private economic development partnership formed as a Montana non-profit corporation with 501 (c) 3 charitable status. GFDA is also a certified Community Development Financial Institution. GFA has created a wholly owned Montana LLC, the Great Falls AgriTech Park LLC, solely for the purpose of developing the Great Falls AgriTech Park. GFDA has also created an a Montana LLC, the Great Falls AgriTech Owners Association LLC, to facilitate operation of the Park.

The Great Falls AgriTech Park is designed to facilitate economic growth and diversification, and the creation of higher wage jobs, to benefit the City of Great Falls and surrounding region. The Park will provide sites for the expansion of existing businesses, business start-ups and attraction of new businesses to Great Falls.

The availability of rail infrastructure is critical to achieving the economic development goals of the Park. The Park's rail infrastructure will be used by a multitude of tenants in the Park and possibly additional businesses which may located on adjoining properties in the future. At the City's discretion, the rail infrastructure could be built on easements donated to the City. We are open to whatever rail ownership arrangements that the City deems best serves the public interest.

All costs detailed above are future costs. GFDA is not requesting reimbursement of any costs incurred to date.

CERTIFICATION

I (we), Great Falls AgriTech Park LLC, Brett Doney, President of its Member (please print), certify that the statements and estimates within this Application as well as any and all documentation submitted as attachments to this Application or under separate cover are true and correct to the best of my (our) knowledge and belief.

Signature 

Title President of its Member

Address 300 Central Avenue, Suite 406, Great Falls, MT 59401

Date 12/14/14

Signature _____

Title _____

Address _____

Date _____

Agritech Industrial Park - Summary of TIF Related Construction Costs

<u>Work Description</u>	<u>Public Improvements</u>	<u>Fees</u>	<u>Total Estimated Construction Cost</u>
<i><u>Infrastructure Necessary for Lots 1-5A (No Rail)</u></i>			
Overlay 18th Ave North from 52nd St to end of Lot 5A	\$272,614	\$35,416	\$308,030.00
Extend Water from Existing Termination to end of Lot 5A	\$130,202	\$19,530	\$149,732.00
Extend Gravity Sewer and Force Main to end of Lot 5A	\$158,125	\$26,881	\$185,006.00
Stormwater Pond and 18th Ave Ditch Reconstruction	\$167,401	\$31,806	\$199,207.00
Private Utility Extensions to serve Lots 1 thru 10	\$129,030	\$0	<u>\$129,030.00</u>
Subtotal			\$971,005.00
Construct Rail to Serve Lots 1 thru 8 except Lot 5A	\$3,079,588	\$585,329	\$3,664,917.00
 <i><u>Infrastructure Necessary for Lot 6</u></i>			
Overlay 18th Ave North from end of Lot 5A to end of Lot 6	\$29,101	\$4,947	\$34,048.00
Water Main Extension from end of Lot 5A to end of Lot 6	\$83,026	\$14,114	\$97,140.00
Extend Gravity Sewer and Force Main to end of Lot 6	\$56,913	\$14,797	\$71,710.00
Wastewater Lift Station	\$291,800	\$75,868	\$367,668.00
Subtotal			\$570,566.00
 <i><u>Infrastructure Necessary for Lots 7-10 including Rail Improvements</u></i>			
Reconstruct 67th St N for Lots 7 thru 10	\$567,812	\$77,429	\$645,241.00
Water Main Extension for Lots 7 thru 10	\$106,260	\$26,565	\$132,825.00
Extend Gravity Sewer Main to serve Lots 7 thru 10	\$107,943	\$14,720	\$122,663.00
Construct Rail to Serve Lots 9 - 10	\$638,250	\$44,400	<u>\$682,650.00</u>
Subtotal			\$1,583,379.00
Total			\$6,789,867.00

AGRITECH PARK - CONSTRUCTION COST ESTIMATE

Overlay 18th Ave North from 52nd St to end of Lot 5A

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
101	Mobilization	1	LS	5,000.00	5,000.00
102	2" TH Asphalt Overlay	21005	SY	10.40	218,452.00
103	Tack Coat	2521	GAL	4.00	10,084.00
104	Traffic Control	1	LS	7,000.00	7,000.00
105	Striping - White Paint	3467	SF	0.75	2,600.00
106	Striping - Yellow Paint	3437	SF	0.75	2,577.75
107	Stop Bar	2	EA	80.00	160.00
108	RR Crossing Symbol	2	EA	300.00	600.00
109	Helmeted Bicyclist Symbol	8	EA	40.00	320.00
110	Directional Arrow	8	EA	40.00	320.00
111	Signs - Sheet Alum Refl Sht IV	33	SF	60.00	1,980.00
112	Poles - Treated Timber Class 4	64	LF	55.00	3,520.00
113	Miscellaneous Work	20000	EA	1.00	<u>20,000.00</u>
				Subtotal	\$272,614.00
				Construction Engineering (4%)	10,905.00
				City Inspection (4%)	10,905.00
				Contingency (5%)	<u>13,631.00</u>
				Total Estimated Construction Cost	\$308,060.00

AGRITECH PARK - CONSTRUCTION COST ESTIMATE

Extend Water from Existing Termination to End of Lot 5A

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
101	Mobilization (5% Max)	1	LS	5,000.00	5,000.00
104	16-Inch PVC Water Main	978	LF	60.00	58,680.00
106	16-Inch Valve and Valve Box	1	EA	4,500.00	4,500.00
107	Fire Hydrant Assembly	6	EA	4,500.00	27,000.00
108	Fittings	1090	LB	8.00	8,720.00
109	Type 2 Pipe Bedding	100	CY	25.00	2,500.00
110	Extend Open Cut 24" Encasement Pipe	30	LF	350.00	10,500.00
112	Connect to Existing Water Main	1	LS	5,000.00	5,000.00
114	Surface Restoration	895	LF	2.00	1,790.00
115	Miscellaneous Work	6512	EA	1.00	<u>6,512.00</u>
				Subtotal	\$130,202.00
				Construction Engineering (5%)	6,510.00
				City Inspection (5%)	6,510.00
				Contingency (5%)	<u>6,510.00</u>
				Total Estimated Construction Cost	\$149,732.00

AGRITECH PARK - CONSTRUCTION COST ESTIMATE

Extend Gravity Sewer and Force Main to end of Lot 5A

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED TOTAL PRICE</u>
101	Mobilization	1	LS	5,000.00	5,000.00
102	8-Inch Sanitary Sewer Main	1017	LF	50.00	50,850.00
104	Sewer Force Main Pipe Bend	3	EA	800.00	2,400.00
105	48" Sanitary Sewer Manhole	3	EA	3,200.00	9,600.00
106	Sewer Force Main Slipped into Existing	1221	LF	25.00	30,525.00
107	Sewer Force Main	1017	LF	50.00	50,850.00
108	Type 2 Pipe Bedding	30	CY	30.00	900.00
137	Miscellaneous Work	1	LS	8,000.00	<u>8,000.00</u>
				Subtotal	\$158,125.00
				Construction Engineering (5%)	7,906.00
				City Inspection (5%)	7,906.00
				Contingency (7%)	<u>11,069.00</u>
				Total Estimated Construction Cost	\$185,006.00

AGRITECH PARK - CONSTRUCTION COST ESTIMATE

Lot 10 and 18th Ave N Storm Water Facilities

<u>Work Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Mobilization and Permits	1	LS	10,000.00	10,000.00
18th Ave Ditch Grading	1800	LF	11.00	19,800.00
18th Ave Ditch Check Dams	1030	LF	13.50	13,905.00
Pond Excavation and Embankment	3200	CY	12.00	38,400.00
24" RCP Culvert	72	LF	58.00	4,176.00
Drainage Swale w/ Check Dams	320	LF	30.00	9,600.00
Hydraulic Structures	2	EA	14,000.00	28,000.00
Access Road from 67th St	350	LF	44.00	15,400.00
Salvage and Replace Topsoil	850	CY	12.00	10,200.00
Seeding and Fertilizing	2.1	AC	5,200.00	10,920.00
Miscellaneous Work	7,000	EA	1.00	<u>7,000.00</u>
			Subtotal	\$167,401.00
			Design Engineering (6%)	10,044.00
			Construction Engineering (7%)	11,718.00
			Contingency (6%)	<u>10,044.00</u>
			Total Estimated Construction Cost	\$199,207.00

AGRITECH PARK - CONSTRUCTION COST ESTIMATE

Private Utility Extensions to serve Lots 1 thru 10

Work Item	Quantity	Units	Unit Cost	Total Cost
Communications (3 Rivers - Quote for Fiber)	1	LS	\$28,500.00	\$28,500.00
Natural Gas (Energy West)	1	LS	\$38,700.00	\$38,700.00
Electricity (Northwestern Energy)	1	LS	\$15,000.00	\$15,000.00
Communications (Optimum and Century Link to provide quotes)	1	LS	\$30,000.00	<u>\$30,000.00</u>
			Subtotal	\$112,200.00
			Contingency (15%)	<u>\$16,830.00</u>
			Total Estimated Construction Cost	\$129,030.00

AGRITECH PARK - CONSTRUCTION COST ESTIMATE

Rail Serving Lots 1- 6 same cost as Lots 1- 8 (except Lot 5A)

<u>Work Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Mobilization	1	LS	\$30,000	\$30,000.00
Earthwork to Reroute Existing Track at Mainline Connection	1,400	LF	\$46	\$64,400.00
Relocate 16" Water Main at Track Realignment	500	LF	\$60	\$30,000.00
Extend Water Main Encasement Pipe	35	LF	\$350	\$12,250.00
Track (115 lb track)	6,350	LF	\$200	\$1,270,000.00
Runaround siding (2,000 LF capacity)	2,268	LF	\$200	\$453,600.00
No. 9-115 lb turnout (runaround, crossover switches)	4	EA	\$65,000	\$260,000.00
Road Crossing Surface	2	EA	\$72,000	\$144,000.00
Crossing Signals	1	EA	\$270,000	\$270,000.00
Double Switch Point Derail	1	EA	\$30,000	\$30,000.00
Culverts, Seeding	1	LS	\$18,000	\$18,000.00
Miscellaneous Work	1	LS	\$80,000	\$80,000.00
			Subtotal	\$2,662,250.00
				\$18,000.00
			Signal Design and Inspection	\$133,113.00
			Engineering (5%)	<u>\$266,225.00</u>
			Contingency (10%)	
			Subtotal	\$3,079,588.00

Sole Source BNSF Railway Costs - Lots 1 thru 8 (except Lot 5A)

<u>Work Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Total Cost</u>
BNSF Mainline Switch	1	LS	\$185,005	\$185,005.00
Mainline Switch Heater and Power	1	LS	\$62,000	\$62,000.00
BNSF Reroute of Existing Mainline at Connection	1,400	LF	\$242	<u>\$338,324.00</u>
			BNSF Subtotal	\$585,329.00
			Total	\$3,664,917.00

AGRITECH PARK - CONSTRUCTION COST ESTIMATE

Overlay 18th Ave North for Lot 6

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
101	2" TH Asphalt Overlay	2002	SY	10.80	21,621.60
102	Tack Coat	240	GAL	7.00	1,680.00
103	Striping - White Paint	213	SF	0.75	159.75
104	Striping - Yellow Paint	213	SF	0.75	159.75
105	Stop Bar	1	EA	80.00	80.00
106	Helmeted Bicyclist Symbol	2	EA	40.00	80.00
107	Directional Arrow	2	EA	40.00	80.00
105	Stop Bar	1	EA	80.00	80.00
106	Helmeted Bicyclist Symbol	2	EA	40.00	80.00
107	Directional Arrow	2	EA	40.00	80.00
108	Miscellaneous Work	1	LS	5,000.00	<u>5,000.00</u>
Rounded Subtotal					29,101.00
Construction Engineering (5%)					1,455.00
City Inspection (5%)					1,455.00
Contingency (7%)					<u>2,037.00</u>
Total Estimated Construction Cost					\$34,048.00

AGRITECH PARK - CONSTRUCTION COST ESTIMATE

Water Main Extensions for Lot 6

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
101	Mobilization (5% Max)	1	LS	10,000.00	10,000.00
103	12-Inch PVC Water Main	120	LF	54.00	6,480.00
104	16-Inch PVC Water Main	335	LF	65.00	21,775.00
105	12-Inch Valve and Valve Box	1	EA	3,400.00	3,400.00
106	16-Inch Valve and Valve Box	1	EA	4,800.00	4,800.00
107	Fire Hydrant Assembly	2	EA	5,600.00	11,200.00
108	Fittings	1162	LB	8.00	9,296.00
109	Type 2 Pipe Bedding	30	CY	30.00	900.00
114	Surface Restoration	455	LF	5.00	2,275.00
115	Miscellaneous Work	12000	EA	1.00	<u>12,000.00</u>
				Subtotal	83,026.00
				Construction Engineering (5%)	4,151.00
				City Inspection (5%)	4,151.00
				Contingency (7%)	<u>5,812.00</u>
				Total Estimated Construction Cost	\$97,140.00

AGRITECH PARK - CONSTRUCTION COST ESTIMATE

Wastewater Lift Station and Lot 6 Sanitary Sewer Main Extension

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
101	Mobilization	1	LS	20,000.00	20,000.00
102	8-Inch Sanitary Sewer Main	379	LF	55.00	20,845.00
103	48" Sanitary Sewer Manhole	1	EA	3,200.00	3,200.00
104	Sewer Force Main	360	LF	55.00	19,800.00
105	Type 2 Pipe Bedding	50	CY	30.00	1,500.00
106	Trench Surface Restoration	1	LS	1,500.00	1,500.00
107	Trench Plugs	3	EA	70.00	210.00
108	Trench Insulation	328	LF	6.00	1,968.00
109	Submersible Lift Station Equipment & Installation	1	LS	32,000.00	32,000.00
110	2" Sch 80 PVC Drain Pipe	12	LF	80.00	960.00
111	2" Curb Stop with Box	1	EA	460.00	460.00
112	9' Diameter Concrete Wet-Well	1	EA	24,000.00	24,000.00
113	Lift Station & Valve Vault Excavation	1	LS	32,000.00	32,000.00
114	Lift Station & Valve Vault Backfill	1	LS	8,500.00	8,500.00
115	4" Ductile Iron Pipe	1	LS	5,000.00	5,000.00
116	6" Ductile Iron Discharge Pipe & Fittings	48	LF	70.00	3,360.00
117	8" Ductile Iron Forcemain Pipe & Fittings	5	LF	180.00	900.00
118	4" Plug Valve	1	EA	1,500.00	1,500.00
119	6" Plug Valve	2	EA	2,000.00	4,000.00
120	6" Check Valve	2	EA	2,800.00	5,600.00
121	Pre-cast Concrete Valve Vault	1	EA	16,000.00	16,000.00
122	Miscellaneous Pipe Supports	1	LS	4,500.00	4,500.00
123	Aluminum Hatch	1	EA	3,200.00	3,200.00
124	Lift Station Site Grading & Restoration	1	LS	5,500.00	5,500.00
125	14" Gravel Access Road and Parking	480	SY	30.00	14,400.00
126	Geotextile Separation Fabric	400	SY	2.00	800.00
127	Bollard	3	EA	700.00	2,100.00
128	Electrical Service, Panels & Installation	1	LS	32,000.00	32,000.00
129	Lift Station Controls & Communication	1	LS	36,000.00	36,000.00
130	Miscellaneous Work	1	LS	50,000.00	50,000.00

Subtotal **\$351,803.00**

Construction Engineering (6%) 21,108.00

City Inspection (10%) 35,180.00

Contingency (10%) 35,180.00

Total Estimated Construction Cost **\$443,271.00**

AGRITECH PARK - CONSTRUCTION COST ESTIMATE

Reconstruct 67th St N for Lots 7 thru 10

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
101	Mobilization	1	LS	8,000.00	8,000.00
102	Excavation and Embankment	3500	CY	14.00	49,000.00
103	Topsoil	700	CY	16.00	11,200.00
104	Special Borrow	3600	CY	32.00	115,200.00
105	Gravel Base Course	800	CY	38.00	30,400.00
106	Geotextile Fabric	8340	SY	2.00	16,680.00
107	5" Asphalt Surfacing	2350	TN	110.00	258,500.00
108	Striping - White Paint	2,900	SF	0.75	2,175.00
109	Striping - Yellow Paint	1,450	SF	0.75	1,087.50
110	Helmeted Bicyclist Symbol	4	EA	40.00	160.00
111	Directional Arrow	4	EA	40.00	160.00
112	Sign Panel - Aluminum Type IV	22	SF	60.00	1,320.00
113	Sign Post - 4" Timber	42	LF	55.00	2,310.00
114	Miscellaneous Work	1	LS	20,000.00	<u>20,000.00</u>
				Subtotal	\$516,192.50
				Contingency (10%)	51,619.00
				Construction Engineering (15%)	<u>77,429.00</u>
				Total Estimated Construction Cost	\$645,241.00

AGRITECH PARK - CONSTRUCTION COST ESTIMATE

Water Main Extensions for Lots 7 thru 10

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
101	Mobilization (5% Max)	1	LS	5,000.00	5,000.00
102	6-Inch PVC Water Main	5	LF	32.00	160.00
103	12-Inch PVC Water Main	1200	LF	52.00	62,400.00
104	12-Inch Valve and Valve Box	2	EA	3,400.00	6,800.00
105	Fire Hydrant Assembly	3	EA	5,500.00	16,500.00
106	Fittings	500	LB	8.00	4,000.00
107	Type 2 Pipe Bedding	40	CY	25.00	1,000.00
108	Surface Restoration	1200	LF	2.00	2,400.00
109	Miscellaneous Work	8000	EA	1.00	<u>8,000.00</u>
				Subtotal	106,260.00
				Contingency (10%)	10,626.00
				Engineering and City Inspection (15%)	<u>15,939.00</u>
				Total Estimated Construction Cost	\$132,825.00

AGRITECH PARK - CONSTRUCTION COST ESTIMATE

Extend Gravity Sewer Main to serve Lots 7 thru 10

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED TOTAL PRICE</u>
101	Mobilization (5% Max)	1	LS	5,000.00	5,000.00
102	8-Inch Sanitary Sewer Main	1171	LF	55.00	64,405.00
103	48" Sanitary Sewer Manhole	3	EA	3,800.00	11,400.00
104	6" Sewer Service	4	EA	3,500.00	14,000.00
105	Type 2 Pipe Bedding	40	CY	30.00	1,200.00
106	Trench Surface Restoration	1	LS	3,500.00	3,500.00
107	Miscellaneous Work	1	EA	8,438.00	<u>8,438.00</u>
				Subtotal	\$107,943.00
				Engineering and City Inspection (8.5%)	9,323.00
				Contingency (5%)	<u>5,397.00</u>
				Total Estimated Construction Cost	\$122,663.00

AGRITECH PARK - CONSTRUCTION COST ESTIMATE
Rail Serving Lots 9-10

<u>Work Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Total Cost</u>
<u>Construct Rail to Serve Lots 9 and 10</u>				
Track (115 lb track)	2,050	LF	200.00	410,000.00
Earthwork	1	LS	20,000.00	20,000.00
Road Crossing Surface	1	EA	65,000.00	65,000.00
Double switch point Derail	1	EA	30,000.00	30,000.00
Miscellaneous Work	1	LS	30,000.00	<u>30,000.00</u>
			Subtotal	\$555,000.00
			Construction Engineering (8%)	\$44,400.00
			Contingency (15%)	<u>\$83,250.00</u>
			Total	\$682,650.00



Item: Great Falls Animal Shelter Improvements – Cattery Addition OF 1673
From: Lynn Formell, Animal Shelter Operations Manager
Initiated By: Great Falls Animal Shelter
Presented By: Chuck Anderson, Deputy City Manager
Action Requested: Accept Bid from Detailed Construction and Award Construction Contract

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (award/not award) a contract to Detailed Construction in the amount of \$462,000 for the Great Falls Animal Shelter Cattery Addition 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:

Accept bid from Detailed Construction and authorize the City Manager to execute the construction contract documents.

Summary:

An invitation to bid was sent out in early March for construction of the Cattery Addition, a component of the original Animal Shelter Master Facility Plan. This invitation to bid was revised from the May 2018 invitation to bid, which came in over budget. Three Bids were received from Geranios Enterprises, Detailed Construction, and Dick Anderson Construction. After review of the bids, Detailed Construction was the lowest bidder, with a bid amount of \$462,000, which is within the allocated budget. This effort has been in the planning and fund-raising stages for six-years, with continual updates to and approvals received from the City Commission.

Background:

In 2012, the Animal Shelter staff began working with Nelson Architects to develop a Master Plan for the shelter. The plan identified current, desired, and future space needs for the facility and options for achieving those needs. The plan focused on additions to the existing building, including a cattery addition, canine area expansion, interior office and reception area remodeling, exterior façade renovation, site work, and landscaping, and provided cost estimates. The plan was developed due to the increasing Animal Shelter usage and how to best reduce animal stay time in the facility by increasing animal capacity space.

The City Commission approved the professional services agreement with Nelson Architects for architectural/engineering services in May 2013, and in October 2013 approved the Master Plan facility and funding recommendations provided by staff. Additionally, at the April 2017 Commission Retreat, the Animal Shelter was given approval to pursue dollar-for-dollar grant matches from the American Society for the Prevention of Cruelty to Animals (ASPCA); of which we have received confirmation of our projects worthiness.

Over the last six-years, the Animal Shelter staff have worked tirelessly, hosting more than 50 adoption and major fundraising events, such as; Murder Mysteries, Pet-A-Palooza, Fall Fantasy Dog Shows, and Silent Auctions. Through the combined efforts of the staff and our generous community partners, the Animal Shelter has raised \$463,185.56 to fund this project.

The proposed Cattery Addition is part of a phased-approach to expand the current facility and to provide new and/or improved services. For example, with this addition, the Animal Shelter will be able to receive and install a new Hydro-Incinerator, which was approved as part of the City's 2017 budget.

The Hydro-Incinerator is a state-of-the-art device that uses water to mimic the natural decomposition process, introducing a more environmentally friendly alternative to the current cremation process. Once installed, it's estimated to save at least \$30,000 per year in operating costs, as the incinerator usage cost will be reduced from \$1.25-\$1.50 per pound for cremation to .5-.10 cents per pound. Additionally, having this new incinerator will relieve the Animal Shelter from the \$2,300 annual repair and maintenance costs of the current incinerator.

It is important to note that the Animal Shelter is the only facility in our region (Bozeman is next closest) that provides any animal cremation service, and the service is used by numerous local/county veterinarians and private citizens. Additionally, this service to the community results in an annual revenue stream in excess of \$40,000 for the shelter.

The Hydro-Incinerator is being purchased separately through Bio-Response Solutions Inc., and will be installed during this construction project. The City has already paid the required \$26,000 deposit (of the \$84,000 total cost) for the build of the machine, which is complete, and Bio-Response is awaiting final payment for installation.

Fiscal Impact:

Project funding is being accomplished entirely by private donations, and there is not any City funding being used for the Cattery Addition, only for the purchase of the Hydro-Incinerator. Furthermore, this bid is \$98,000 less than the next closest bid, and any re-bid will most likely incur costs that would exceed the available budget. Finally, if the project is not approved, staff may have to return the more than 1,100 donation commitments made by individuals and estates.

Alternatives:

The City Commission could vote to deny award of the bid, and direct staff to re-bid the project at a later date. The commission could also postpone the award of the contract for a period not to exceed sixty days from the bid opening date of March 20, 2019, which would be May 19, 2019. Conversely, the Commission could approve the incinerator replacement portion of the project in order to provide this vital service to the community. The associated construction costs to accomplish this is approximately \$130,000.

Concurrences:

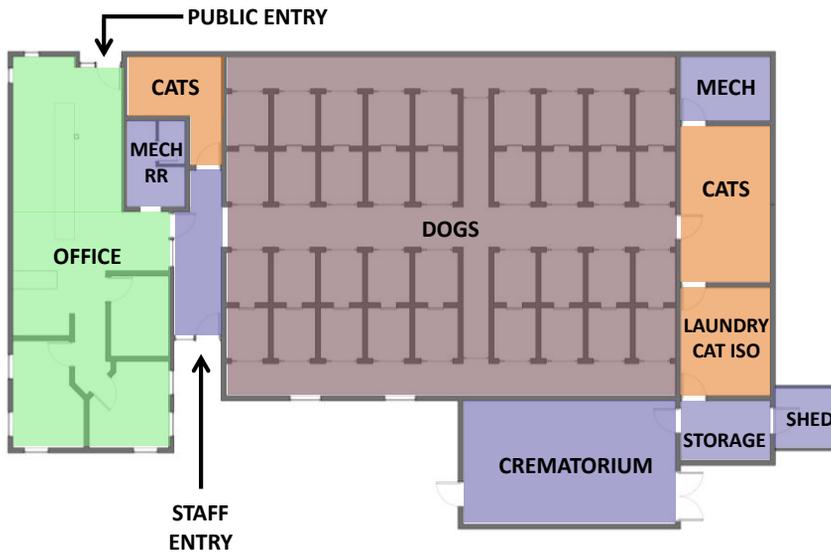
City Manager Office, Planning & Community Development, Public Works Environmental and Engineering Divisions, and the Fire Marshall's office have reviewed and approved the plans and specifications for this project.

Attachments/Exhibits:

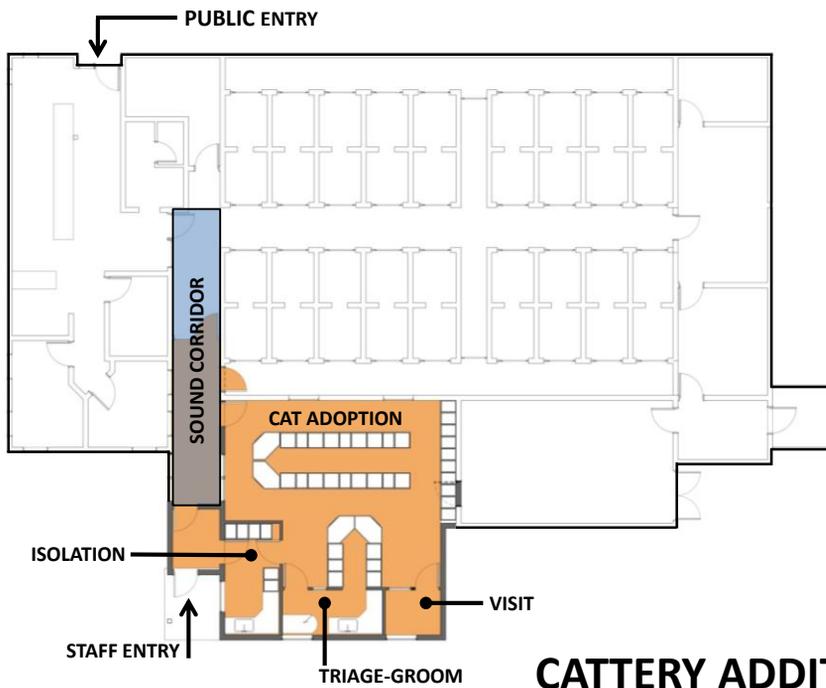
Master Plan Slides

Bid Tab

Concurrence Letter from Nelson Architects of Low Bid



EXISTING FACILITY



CATTERY ADDITION



General Cat Room

Cat Condos



Cat Capacity

- Current Cat Capacity – 59
 - General – 36
 - Triage – 10
 - Isolation – 13

- New Cattery Capacity – 76
 - General – 52
 - Triage – 12
 - Isolation – 12

Project: **GF Animal Shelter - Cattery Addition**

Bid Date: March 20, 2019

Addenda: Addendum #1

BID ANALYSIS

Contractor	Acknowl. Addenda 1	Bid Security Provided	Cert. of Non-Segregated Facilities	Cert. of Compliance Insur. Req.	Base Bid Amount	ABI #1 Interior Construction	ABI #2 Final Interior Finishes	Total ABI Amount	Total Bid Amount incl. ABI's	Total Accepted Bid Amount w/ ABI's
Geranios Enterprises	Yes	Yes	Yes	Yes	\$ 333,556.00	\$ 121,986.00	\$ 53,587.00	\$ 175,573.00	\$ 509,129.00	
Detailed Construction	Yes	Yes	Yes	Yes	\$ 235,000.00	\$ 75,000.00	\$ 152,000.00	\$ 227,000.00	\$ 462,000.00	\$ 462,000.00
Dick Anderson Construction	Yes	Yes	Yes	Yes	\$ 325,756.00	\$ 115,579.00	\$ 247,209.00	\$ 362,788.00	\$ 688,544.00	
								\$ -	\$ -	
								\$ -	\$ -	
								\$ -	\$ -	
								\$ -	\$ -	
								\$ -	\$ -	
Average Actual Bid					\$ 298,104.00	\$ 104,188.33	\$ 150,932.00	\$ 255,120.33	\$ 553,224.33	
Estimated Cost					\$ 400,000.00	\$ 70,000.00	\$ 160,000.00	\$ 230,000.00	\$ 630,000.00	

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.



March 20, 2019

Lynn Formell
City of Great Falls
Animal Shelter
PO Box 5021
Great Falls, MT 59403

**RE: City of Great falls Animal Shelter – Cattery Addition, O.F. 1673
Letter of Low Bid Award Concurrence**

Dear Lynn:

I have reviewed the three bid documents submitted at today's bid opening. I am in receipt of bids from Geranios Enterprises, Detailed Construction and Dick Anderson Construction. No other bids were submitted. I have reviewed the documents and found no discrepancies in the bid numbers presented by each contractor. Detailed Construction is the lowest responsive bidder and I concur with the City's direction to move forward with awarding them the construction contract for this project. Please see the Bid Tabulation document for detailed number breakdowns.

If you have any questions, I can be reached by phone at 727-3286.

Sincerely,



Ryan Smith, AIA, LEED AP
Principal Architect
Nelson Architects

Enclosure: Bid Tabulation

cc: File
Project # 19-011

Dream • Design • Build



Item: Ordinance 3197, “An Ordinance Amending Title 1, Chapter 2, of the Official Code of the City of the City of Great Falls (OCCGF) Adding Section 050 Establishing A Public Hearing Procedure.”

From: Legal Department

Initiated By: Legal Department

Presented By: Sara R. Sexe, City Attorney

Action Requested: Accept Ordinance 3197 on first reading and set second reading for April 16, 2019.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3197 on first reading and set second reading for April 16, 2019.”

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

Staff Recommendation:

Staff recommends the City Commission accept Ordinance 3197 on first reading and set second reading for April 16, 2019.

Background:

The Ordinance under consideration is a continuation of the Staff’s code review. This proposed Ordinance would amend OCCGF Title 1, Chapter 2, to establish a public hearing procedure for all City entities which conduct public hearings on issues which may not involve land development issues under Title 17, such as:

1. The sale, trade or lease of City property required in OCCGF 3.04.030,
2. The setting of sanitation rates under OCCGF 8.32.350,
3. Community Needs Hearings required under federal HUD regulations,
4. Creation of special districts under Mont. Code Ann. 7-11-1007,
5. Creation of targeted economic development districts under Mont. Code Ann. 7-15-4279, and
6. Approval of budgets under Mont. Code Ann. 7-6-4021.

Staff is requesting the City Commission adopt the Ordinance under consideration to established standard procedures for conducting public hearings for all City, boards, commissions, committees, and councils.

This will provide a consistent standard for City official and staff, along with the public, that will improve efficiency and continue to protect public participation and due process considerations. For further informational background for Staff's recommendation, please refer to the Agenda Report for Ordinance 3198 also on this meeting's agenda, incorporated into this report by this reference.

The Ordinance under consideration was presented at the February 19, 2019 Commission work session. At its regularly scheduled meeting on March 12, 2019, the Planning Advisory Board unanimously recommended that the City Commission adopt Ordinance 3197.

Alternatives:

The Commission could not accept Ordinance 3197 on first reading and not set second reading for April 16, 2019, or the Commission could table action on the item to a date certain to provide further suggested amendments.

Concurrences:

Planning Advisory Board
City Manager's Office
Planning and Community Development
City Clerk's Office

Attachments/Exhibits:

Ord. 3197
Ord. 3197 Exhibit "A"

ORDINANCE 3197

AN ORDINANCE AMENDING TITLE 1, CHAPTER 2, OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), ADDING SECTION 050 ESTABLISHING A PUBLIC HEARING PROCEDURE.

* * * * *

WHEREAS, the City Commission established Title 1 of the OCCGF pertaining to general provisions of City government; and

WHEREAS, the City Commission wishes to establish a universal procedure for conducting public hearings by all City Commissions, Boards, Councils and Committees; and

WHEREAS, establishing a universal procedure is appropriate in the general provisions of the OCCGF; and

WHEREAS, at its regularly scheduled March 12, 2019, meeting, the Great Falls Planning Advisory Board voted to recommend that the City Commission adopt Ordinance 3197.

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

Section 1. OCCGF Title 1, Chapter 2, Section 050, pertaining to public hearing procedures is hereby established as depicted by Exhibit “A” attached hereto and by reference incorporated herein; and

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

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading April 2, 2019.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading April 16, 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 3197 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

Exhibit "A"

Title 1 - GENERAL PROVISIONS

Chapter 2 GENERAL PROVISIONS

Sections:

1.2.050 Public Hearing Procedure.

Unless otherwise specified in the OCCGF, or by stipulation of the parties, all public hearings held by any City Commission, Council, Board, or Committee will follow the public hearing procedure set forth in the OCCGF, Title 17.

(Ord. 3197, 2019).



Item: Ordinance 3198, “An Ordinance Amending Title 17, Chapter 16, Article 6, of the Official Code of the City of Great Falls (OCCGF), Pertaining to Public Hearings.”

From: Legal Department

Initiated By: Legal Department

Presented By: Sara R. Sexe, City Attorney

Action Requested: Accept Ordinance 3198 on first reading and set second reading for April 16, 2019.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3198 on first reading and set second reading for April 16, 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 accept Ordinance 3198 on first reading and set second reading for April 16, 2019.

Background:

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 second Ordinance that has been presented in City Staff’s overall code revision effort pertaining to Title 17.

The intent of the OCCGF amendments proposed by the Ordinance under consideration is to clarify the process associated with public hearings. Ordinance 3197, to establish a City-wide universal public hearing process, is also on this meeting’s agenda, would amend the OCCGF general provisions to apply process set by the Ordinance under consideration to all City boards, commissions, councils, or committees.

The changes in Ordinance 3198 will provide assistance to presiding officers in conducting public hearings fairly and efficiently, in educating and informing the public as to the procedures by which public hearings are held, and in allowing a uniform process for public participation in City government.

This proposed process will apply to public hearings on land use issues and non-land use issues (if Ordinance 3197 is adopted).

The first substantive amendment to the public hearing procedures outlined in OCCGF §17.2.6.020 is to require applicants to provide written materials before the public posting of the agenda for the subject meeting. The applicant would be allowed to supply additional materials up to 72 hours before the scheduled meeting, if it chooses to do so after review of the posted staff report. These changes will provide more opportunity for the governing body, the public, and Staff to review the materials for substance prior to hearing. This would also reduce the need for postponing actions on agenda items.

The Ordinance under consideration would also provide in OCCGF §17.16.6.050, for an additional public hearing after the receipt of new, relevant and credible information during the public hearing. This would allow the information to be fully considered by the governing body, the public, and staff.

Additionally, Ordinance 3198 includes the opportunity for additional public comment on a motion, in limited situations. These situations would be after a hearing is closed, a motion presented substantially deviates from the publicly advertised motion which was suggested by staff. This would allow the body to hear limited public comment regarding the motion without the need to either set an additional public hearing at a later time, or to postpone the action on the item. Staff anticipates that the need for this additional public comment opportunity would occur very infrequently.

OCCGF §17.16.6.030 refines and clarifies the entire process of holding public hearings. The proposed amendments to that section also include allowing the individual hearing bodies to adopt optional policies for allowing public questions to the applicant and/or City Staff. This procedure is already being utilized by the Planning Advisory Board and Zoning Commission.

The Ordinance under consideration was presented at the February 19, 2019 Commission work session. At its regularly scheduled March 12, 2019 meeting, the Planning Advisory Board recommended unanimously that the Commission adopt Ord. 3198.

Ord. 3198 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 strikethrough. Exhibit “B”, attached to this agenda report, illustrates the proposed Code in clean format.

Alternatives:

The Commission could not accept Ord. 3198 on first reading and not set second reading, or the Commission could table action on the item to a date certain for further suggested amendments.

Concurrences:

Planning Advisory Board
City Manager’s Office
Planning and Community Development
City Clerk’s Office

Attachments/Exhibits:

Ord. 3198
Ord. 3198 Exhibit “A”
Ord. 3198 Exhibit “B”

ORDINANCE 3198

AN ORDINANCE AMENDING TITLE 17, CHAPTER 16, ARTICLE 6, OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO PUBLIC HEARINGS.

* * * * *

WHEREAS, the City Commission established Title 17 of the OCCGF outlining provisions pertaining to and known as the Land Development Code; and

WHEREAS, Title 17, Chapter 16, Article 6, contains the OCCGF provisions pertaining to the procedure for conducting public hearings; and

WHEREAS, the City Commission wishes to amend the procedure for the conducting of public hearings by all City Commissions, Boards, Councils and Committees; and

WHEREAS, the City Commission wishes to create consistency in procedure while still protecting citizens' rights to due process; and

WHEREAS, at its regularly scheduled March 12, 2019, meeting, the Great Falls Planning Advisory Board voted to recommend that the City Commission adopt Ordinance 3198.

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

Section 1. OCCGF Title 17, Chapter 16, Article 6, pertaining to public hearings 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 public hearing and final adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading April 2, 2019.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading April 16, 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 3198 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

Title 17 LAND DEVELOPMENT CODE

Article 6 PUBLIC HEARINGS

Sections:

~~17.16.6.010 Legislative findings.~~

~~17.16.6.020 General requirements.~~

~~17.16.6.030 Procedure.~~

~~17.16.6.040 Continuances.~~

~~17.16.6.050 Public comment.~~

17.16.6.010 Legislative findings.

17.16.6.020 General requirements.

17.16.6.030 Procedure.

17.16.6.040 Additional Public Hearing in Subdivision Applications.

17.16.6.050 Continuances and Additional Hearings.

17.16.6.060 Public comment.

17.16.6.010 Legislative findings.

The City Commission makes the following findings:

- 1.—**A.** Public hearings should be conducted in an orderly, timely, and efficient manner; **and**
- 2.—**B.** Public ~~input~~ **participation** is important and should be encouraged.

(Ord. 3198, 2019)

17.16.6.020 General requirements.

- A.—~~Meetings to be public.~~ All public hearings shall be conducted in a place that is open to the public.
- B.—~~Notice of meetings.~~ **B.** Notice of public hearings shall be given as provided for in Article 4 of this chapter **Chapter and/or in accordance with other applicable laws and regulations.**
- C.—~~Minutes.~~ The body conducting the hearing shall keep minutes ~~of the proceedings,~~ **indicating in compliance with Mont. Code Ann. §2-3-212.**
- D. **All public hearings pertaining to land use and development shall be conducted pursuant to the provisions of this Article.**
- E. **To allow public access to the attendance of each member, and the vote of each member on each question. The applicant's materials:**

Exhibit "A"

Title 17 LAND DEVELOPMENT CODE

1. ~~must be submitted to the appropriate body conducting the hearing shall approve the minutes, and upon approval shall become part~~ **liaison in advance of the posting of the meeting agenda for the public, but**
 2. **if after receipt of the staff agenda report, an applicant has additional materials for electronic viewing at the meeting, those materials must be provided to the appropriate body liaison no less than 72 hours prior to the meeting.**
- F. ~~Members of the public record~~ **are encouraged to submit written information prior to the public hearing.**

(Ord. 3198, 2019)

17.16.6.030 Procedure.

The body conducting the public hearing shall follow the following general procedure:

- 1.—**A.** The presiding officer shall announce the purpose and subject of, **and open**, the public hearing;
- 2.—**B.** The presiding officer shall ask the staff to present a staff report, ~~if required~~ **on the matter at issue;**
- 3.—**C.** ~~The presiding officer shall allow the applicant (either directly or through a representative) to provide a presentation. The applicant's presentation at the hearing is limited to ten minutes, subject to extension at the discretion of the presiding officer with the concurrence of the body;~~
- D.** The body conducting the public hearing may adopt optional processes to allow for public questions for the purposes of understanding and clarification. If such processes are adopted, before requesting comments from proponents or opponents, the presiding officer will call for questions from the public, which will be accepted and answered in the following manner:
 1. **All questions from the public shall be directed to the presiding officer; and**
 2. **After all questions have been presented to the presiding officer, the officer shall close the question period and request that the staff and/or the applicant provide responses to the questions;**
- E.** Members of the body conducting the public hearing may ~~then~~ direct questions to ~~both the applicant and staff, if present.~~ **staff and/or to the applicant for the purposes of understanding and clarification of issues regarding the application;**
- 4.—**F.** **No member of the body or public shall express, or engage in, substantive opinions or discussion during the question periods;**
- G.** The presiding officer shall ask for ~~statements~~ **comments, not questions**, from the public who are in favor of the application;
- 5.—**H.** The presiding officer shall ask for ~~statements~~ **comments, not questions**, from the public who oppose the application;
- 6.—**I.** ~~The presiding officer shall call for discussion of the members of the body conducting the public hearing during which time they may ask questions of the applicant and staff, if present. 7. The presiding officer shall ask the applicant if he/she wishes to (1) respond to any comment made by an individual during the proceeding; (2) submit additional~~

Title 17 LAND DEVELOPMENT CODE

information; ~~(3)~~ and/or amend **respond to any comment made during the question or public comment periods. The applicant's submission or response is limited to five minutes, subject to extension at the discretion of the presiding officer with the concurrence of the body;**

- J. The presiding officer shall close the public hearing;**
- K. The presiding officer shall call for a motion regarding the application-**
- ~~8. Following discussion, a motion to approve or deny the application or a, and after the motion to recommend approval or denial, as appropriate, shall be made and is seconded-, the presiding officer shall call for discussion from the members of the body; and~~
- L. After the discussion by the members of the body, the presiding officer shall call for a vote.**

(Ord. 3198, 2019)

17.16.6.040 Additional Public Hearing in Subdivision Applications.

In subdivision applications, before a motion to approve, deny, amend, or otherwise regarding an application, the body shall determine, under the provisions of Mont. Code Ann. §76-3-615(2)(b), whether the public comments or documents presented during the public hearing constitute new information which has not been previously submitted for public examination and comment.

- A. If the body determines that new information at the hearing meets the terms of Mont. Code Ann. §76-3-615(2)(b), the body may:**
 - 1. Approve, conditionally approve, or deny the proposed subdivision without basing its decision on the new information if the governing body determines that the new information is either irrelevant or not credible; or**
 - 2. Schedule, or direct City staff to schedule, a subsequent public hearing for consideration of only the new information that may impact the findings and conclusions that the body will rely upon in making its decision.**
- B. An additional public hearing set according to this process, suspends the time requirements for final decision during the time between the original and the subsequent public hearings.**

(Ord. 3198, 2019)

17.16.6.050 Continuances, Additional Comment and Public Comment.

- ~~A. —Initiation—~~ **The applicant or applicant's representative may request a continuance during the proceedings and the body conducting the public hearing may agree to grant the continuance upon a showing of good cause. Likewise, the body conducting the public hearing may ask the applicant for a**
- B. A public hearing which has been formally closed may not be reopened. If after a public hearing has been closed, a seconded motion substantially deviates from the publicly noticed suggested motion, the presiding officer may offer an opportunity for additional public comment on the motion before final action;**
- C. The body, upon motion and vote, may call for an additional public hearing, if the body determines that new, relevant and credible information has been presented**

Exhibit "A"

Title 17 LAND DEVELOPMENT CODE

during the public hearing which the public and/or the body has not had a reasonable opportunity to comment upon and/or to consider.

- D. ~~A granted~~ continuance, ~~who is not under compulsion to grant such continuance.~~
Effect. ~~A continuance stops the time clock for making a decision.~~ **or an additional public hearing suspends any time requirements for final decision during the time between the original and the subsequent public hearings.**

(Ord. 3198, 2019)

~~17.16.6.050060~~ **Public comment.**

A. ~~Time limitations on public comment.~~ **The If limits are not previously established by the body, the** presiding officer may impose time limits on ~~each individual members of the public who wishes~~ **wish** to speak to assure completion of the agenda in a timely manner.

B. ~~Written comment.~~ **B.** Members of the public may submit written statements to the body conducting the public hearing **prior to the body taking final action on the item.**

(Ord. 3198, 2019)

Title 17 LAND DEVELOPMENT CODE

Article 6 PUBLIC HEARINGS

Sections:

- 17.16.6.010 Legislative findings.
- 17.16.6.020 General requirements.
- 17.16.6.030 Procedure.
- 17.16.6.040 Additional Public Hearing in Subdivision Applications.
- 17.16.6.050 Continuances and Additional Hearings.
- 17.16.6.060 Public comment.

17.16.6.010 Legislative findings.

The City Commission makes the following findings:

- A. Public hearings should be conducted in an orderly, timely, and efficient manner; and
- B. Public participation is important and should be encouraged.

(Ord. 3198, 2019)

17.16.6.020 General requirements.

- A. All public hearings shall be conducted in a place that is open to the public.
- B. Notice of public hearings shall be given as provided for in Article 4 of this Chapter and/or in accordance with other applicable laws and regulations.
- C. The body conducting the hearing shall keep minutes in compliance with Mont. Code Ann. §2-3-212.
- D. All public hearings pertaining to land use and development shall be conducted pursuant to the provisions of this Article.
- E. To allow public access to the application materials, the applicant's materials:
 - 1. must be submitted to the appropriate body liaison in advance of the posting of the meeting agenda for the public, but
 - 2. if after receipt of the staff agenda report, an applicant has additional materials for electronic viewing at the meeting, those materials must be provided to the appropriate body liaison no less than 72 hours prior to the meeting.
- F. Members of the public are encouraged to submit written information prior to the public hearing.

(Ord. 3198, 2019)

Exhibit "B"

Title 17 LAND DEVELOPMENT CODE

17.16.6.030 Procedure.

The body conducting the public hearing shall follow the following general procedure:

- A. The presiding officer shall announce the purpose and subject of, and open, the public hearing;
- B. The presiding officer shall ask the staff to present a staff report on the matter at issue;
- C. The presiding officer shall allow the applicant (either directly or through a representative) to provide a presentation. The applicant's presentation at the hearing is limited to ten minutes, subject to extension at the discretion of the presiding officer with the concurrence of the body;
- D. The body conducting the public hearing may adopt optional processes to allow for public questions for the purposes of understanding and clarification. If such processes are adopted, before requesting comments from proponents or opponents, the presiding officer will call for questions from the public, which will be accepted and answered in the following manner:
 - 1. All questions from the public shall be directed to the presiding officer; and
 - 2. After all questions have been presented to the presiding officer, the officer shall close the question period and request that the staff and/or the applicant provide responses to the questions;
- E. Members of the body conducting the public hearing may then direct questions to staff and/or to the applicant for the purposes of understanding and clarification of issues regarding the application;
- F. No member of the body or public shall express, or engage in, substantive opinions or discussion during the question periods;
- G. The presiding officer shall ask for comments, not questions, from the public who are in favor of the application;
- H. The presiding officer shall ask for comments, not questions, from the public who oppose the application;
- I. The presiding officer shall ask the applicant if the applicant wishes to submit additional information and/or respond to any comment made during the question or public comment periods. The applicant's submission or response is limited to five minutes, subject to extension at the discretion of the presiding officer with the concurrence of the body;
- J. The presiding officer shall close the public hearing;
- K. The presiding officer shall call for a motion regarding the application, and after the motion is seconded, the presiding officer shall call for discussion from the members of the body;
and
- L. After the discussion by the members of the body, the presiding officer shall call for a vote.

(Ord. 3198, 2019)

17.16.6.040 Additional Public Hearing in Subdivision Applications.

In subdivision applications, before a motion to approve, deny, amend, or otherwise regarding an application, the body shall determine, under the provisions of Mont. Code Ann. §76-3-615(2)(b), whether

Exhibit "B"

Title 17 LAND DEVELOPMENT CODE

the public comments or documents presented during the public hearing constitute new information which has not been previously submitted for public examination and comment.

- A. If the body determines that new information at the hearing meets the terms of Mont. Code Ann. §76-3-615(2)(b), the body may:
 - 1. Approve, conditionally approve, or deny the proposed subdivision without basing its decision on the new information if the governing body determines that the new information is either irrelevant or not credible; or
 - 2. Schedule, or direct City staff to schedule, a subsequent public hearing for consideration of only the new information that may impact the findings and conclusions that the body will rely upon in making its decision.
- B. An additional public hearing set according to this process, suspends the time requirements for final decision during the time between the original and the subsequent public hearings.

(Ord. 3198, 2019)

17.16.6.050 Continuances, Additional Comment and Public Comment.

- A. The applicant or applicant's representative may request a continuance during the proceedings and the body conducting the public hearing may grant the continuance upon a showing of good cause.
- B. A public hearing which has been formally closed may not be reopened. If after a public hearing has been closed, a seconded motion substantially deviates from the publicly noticed suggested motion, the presiding officer may offer an opportunity for additional public comment on the motion before final action;
- C. The body, upon motion and vote, may call for an additional public hearing, if the body determines that new, relevant and credible information has been presented during the public hearing which the public and/or the body has not had a reasonable opportunity to comment upon and/or to consider.
- D. A granted continuance or an additional public hearing suspends any time requirements for final decision during the time between the original and the subsequent public hearings.

(Ord. 3198, 2019)

17.16.6.060 Public comment.

- A. If limits are not previously established by the body, the presiding officer may impose time limits on members of the public who wish to speak to assure completion of the agenda in a timely manner.
- B. Members of the public may submit written statements to the body conducting the public hearing prior to the body taking final action on the item.

(Ord. 3198, 2019)



Item: Ordinance 3203, “An Ordinance Amending Title 2, Chapter 21, Section 090, of the Official Code of the City of Great Falls (OCCGF), Pertaining to The Great Falls Ethics Committee Meeting Schedule.”

From: Legal Department

Initiated By: Legal Department

Presented By: Sara R. Sexe, City Attorney

Action Requested: Accept Ordinance 3203 on first reading and set second reading for April 16, 2019.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3203 on first reading and set second reading for April 16, 2019.”

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

Staff Recommendation:

Staff recommends the City Commission accept Ordinance 3203 on first reading and set second reading for April 16, 2019.

Background:

The Great Falls Ethics Committee was established in 2017 to help in ensuring that City officials and staff continue to comply with Mont. Code Ann. Title 2, Chapter 2, pertaining to code of conduct for public officials and the Great Falls Ethics Code, OCCGF Title 2, Chapter 21. As the Code is currently written, the Committee is required to meet on the first Wednesday of the month in the City Commission Chambers after a matter has been referred to the Committee.

Recently, Staff has recognized complications with these current provisions. Coordinating Committee members’ schedules to meet these specific provisions has become difficult, resulting in rescheduling or cancellation of meetings. Staff is recommending the Commission adopt the Ordinance under consideration to remove this “first Wednesday” requirement to allow greater flexibility in scheduling Ethics Committee meetings. Additionally, Staff recommends to remove the requirement that the meetings be held in the City Commission Chambers, to allow for use of other areas of the Civic Center, as needed. These changes will improve efficiency and allow for more timely meetings.

Finally, Staff recommends that the ordinance allow for the City Attorney, in addition to the City Manager, to refer issues to the Ethics Committee. This is necessary for situations which arise where the City Manager may be unable or unwilling to refer the issue.

After the Committee held its initial hearing under the current ordinances and procedures, City Staff and outside legal counsel recognized that the process was cumbersome, confusing and unclear. Staff is currently working on recommendations to update and clarify processes, procedures and other ordinances pertaining to the Ethics Committee. Staff intends to schedule a work session to discuss the proposed ordinance changes, after the Ethics Committee meets to consider the recommended amendments to its processes and procedures.

Alternatives:

The Commission could not accept Ord. 3203 on first reading and not set second reading, or table action on the item to a date certain for further suggested amendments.

Concurrences:

City Manager's Office
City Clerk's Office

Attachments/Exhibits:

Ord. 3203
Ord. 3203 Exhibit "A"

ORDINANCE 3203

AN ORDINANCE AMENDING TITLE 2, CHAPTER 21, SECTION 090, OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO THE GREAT FALLS ETHICS COMMITTEE MEETING SCHEDULE.

* * * * *

WHEREAS, the City Commission established Title 2, Chapter 21, of the OCCGF outlining provisions pertaining to the Great Falls Code of Ethics; and

WHEREAS, the City Commission established the Great Falls Ethics Committee to ensure that all City officers and employees are performing their duties in compliance with the provisions of Mont. Code Ann. Title 2, Chapter 2, and the provisions of the Great Falls Code of Ethics; and

WHEREAS, OCCGF §2.21.090 pertaining to the Committee meeting schedule requires the Committee to meet on the first Wednesday of the month after a matter has been referred to the Committee; and

WHEREAS, the City Commission wishes to amend OCCGF §2.21.090 to allow for more flexibility for when the Committee may meet after a matter has been referred to it.

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

Section 1. OCCGF Title 2, Chapter 21, 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 April 2, 2019.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading April 16, 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 3203 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

Exhibit "A"

Title 2 - ADMINISTRATION AND PERSONNEL

Chapter 21 CODE OF ETHICS

Chapter 21 CODE OF ETHICS

Sections:

...

2.21.090 Committee meeting schedule.

The Committee shall meet on an as needed basis, **no more frequently than once a month, after a matter has been referred to the Committee by direction of the City Manager or City Attorney. Committee meetings shall be held**; in the ~~City Commission Chambers~~ **Civic Center** and, ~~on the first Wednesday of the month after a matter has been referred to the Committee pursuant to this Chapter, or by direction of the City Manager.~~ ~~Committee meetings shall be open to the public, pursuant to Mont. Code Ann. Titles 2, and 7.,~~ and Committee meeting minutes shall be maintained by the City Clerk.

(Ord. 3203, 2019; Ord. 3169, 2017).