



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
August 18, 2020
7:00 PM**

UPDATES CONCERNING PROCESS OF MEETINGS

Due to the COVID-19 health concerns, the format of the City Commission meeting may be modified to accommodate Commission member attendance in person, via a remote location/virtual meeting method, or to appear telephonically. In order to honor the Right of Participation and the Right to Know (Article II, Sections 8 and 9 of the Montana Constitution), modifications have also been made for public participation. Public participation is welcome in the following ways:

- Attend in person. Refrain from attending in person if you are not feeling well. The City will require social distancing at the meeting, and may limit the number of persons in the meeting room according to applicable health guidelines.
- Provide public comments via email. Comments may be sent via email before 12:00 PM on Tuesday, August 18, 2020, to: commission@greatfallsmt.net. Include the agenda item or agenda item number in the subject line, and include the name of the commenter and either an address or whether a city resident. Due to tracking and dissemination requirements, written communication must be received by that time in order to be shared with the City Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and, will be so noted in the official record of the meeting.
- Call-in. The public may call in during specific public comment periods at [406-761-4786](tel:406-761-4786). All callers will be in a queued system and are asked to remain on hold and be patient. Calls will be taken in the order in which they are received. Callers will be restricted to customary time limits. We ask for your patience in the event there are technical difficulties.
- The agenda packet material is available on the City's website: <https://greatfallsmt.net/meetings>. The Public may view and listen to the meeting on government access channel City-190, cable channel 190; or online at <https://greatfallsmt.net/livestream>.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

PETITIONS AND COMMUNICATIONS/NEIGHBORHOOD COUNCILS/BOARDS AND COMMISSIONS

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

1. Miscellaneous reports and announcements.

CITY MANAGER

2. 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.

3. Minutes, August 4, 2020, City Commission Meeting.
4. Total Expenditures of \$2,725,206 for the period of July 17, 2020 through August 5, 2020, to include claims over \$5000, in the amount of \$2,460,309.
5. Contracts List.
6. Approve a Memorandum of Understanding between Montana Counterdrug Joint Task Force and Russell Country Drug Task Force.
7. Approve a Professional Services Agreement in the amount of \$187,868 to TD&H, for the Sewage Lift Station No. 1 River Crossing Feasibility Study, and authorize the City Manager to execute the agreement documents.
8. Approve the final payment for the Septage Receiving Station project, to Ed Boland Construction in the amount of \$23,598.62 and \$238.37 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.
9. Approve the purchase of water meter equipment for the 2021 Fiscal Year from Ferguson Enterprises, Inc. in an amount not to exceed \$230,000.

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

PUBLIC HEARINGS

10. Resolutions 10364 and 10365, Requests from the Downtown Development Partnership (DDP) to use up to \$12,000 per year in Downtown Urban Renewal District Tax Increment Financing (TIF) funds to assist with the cost of DDP operations for Fiscal year 2020 and 2021. *Action: Conduct a public hearing and adopt or deny Res. 10364 and adopt or deny Res.10365. (Presented by Craig Raymond)*
11. Ordinance 3218, to rezone the property located at 101 River Drive North and the adjacent unaddressed property legally described as: Tracts #1 and #2 of Certificate of Survey 3607, located in Sections 2 and 11, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana, from M-2 Mixed-use transitional to C-4 Central business core. *Action: Conduct a public hearing and adopt or deny 3218 and the accompanying Findings of Fact. (Presented by Craig Raymond)*
12. Ordinance 3220, Repealing and Replacing Title 3 of the Official Code of the City of Great Falls (OCCGF), pertaining to Revenue and Finance and review of the proposed corresponding updates to the City of Great Falls Finance Policies. *Action: Conduct a public hearing and adopt or deny Ord. 3220 and approve or deny the Finance Policies. (Presented by Melissa Kinzler and Sara Sexe)*

OLD BUSINESS

NEW BUSINESS

ORDINANCES / RESOLUTIONS

13. Resolution 10351, Annual Tax Levy. *Action: Adopt or deny Resolution 10351. (Presented by Melissa Kinzler)*

14. Ordinance 3221, amending Title 17 of the Official Code of the City of Great Falls (OCCGF): Chapter 20 Land Use, Exhibit 20-1 Principal Uses by District, and Section 17.20.6.080 regarding the distance requirements between establishments seeking liquor licenses and worship facilities governed by Montana Statute; as well as consideration of Alternative Ordinance 3221, which would remove the current distance requirements between casinos and worship facilities. *Action: Accept or not accept Ord. 3221 and Alternate Ord. 3221 on first reading and set or not set a public hearing for September 15, 2020. (Presented by Craig Raymond)*

CITY COMMISSION

15. Miscellaneous reports and announcements from the City Commission.

ADJOURNMENT

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

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

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

JOURNAL OF COMMISSION PROCEEDINGS
August 4, 2020

Regular City Commission Meeting

Mayor Kelly presiding

CALL TO ORDER: 7:00 PM

Commission Chambers Room 206

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Bob Kelly, Mary Sheehy Moe, Owen Robinson and Rick Tryon. Commissioner Tracy Houck participated telephonically. City staff present were the Deputy City Manager Chuck Anderson; City Clerk Lisa Kunz; Finance Director Melissa Kinzler; Planning and Community Development Director Craig Raymond; Public Works Environmental Manager Paul Skubinna; Park and Recreation Director Steve Herring; City Attorney Sara Sexe; and, Police Chief Dave Bowen.

Due to the COVID-19 health concerns, public participation is welcomed and encouraged as follows:

- Attend in person. Refrain from attending in person if you are not feeling well. The City will require social distancing at the meeting, and may limit the number of persons in the Commission Chambers according to applicable health guidelines.
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- Call-in. The public may call in during specific public comment periods at 406-761-4786. All callers will be in a queued system and are asked to remain on hold and be patient. Calls will be taken in the order in which they are received. Callers will be restricted to customary time limits. We ask for your patience in the event there are technical difficulties.

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

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

PETITIONS AND COMMUNICATIONS/NEIGHBORHOOD COUNCILS/BOARDS AND COMMISSIONS

1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Maribeth Wilcox, Great Falls, took exception to an August 3rd article authored by Commissioner Tryon published in the *E-City Beat* that was in response to her and other's Facebook posts.

Joan Redeen, Business Improvement District Community Director, 318 Central Avenue, reported that the Business Improvement District is in support of the tax abatement requests from Big Sky

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Select Properties, LLC and STSA Partners, LLC, agenda items 14, 15 and 16.

Commissioner Robinson reported that the Montana Census Bureau announced today that they were moving up the ending date from October 31st to September 30th. Montana has counted approximately 525,000 of the 1.06 million people. For those counted, Montana receives \$2,000 per person for a 10-year period. The governor has written a letter to the Census Bureau regarding the Census Bureau's bad decision to move the deadline sooner rather than extending it.

2. APPOINTMENT TO THE PARKING ADVISORY COMMISSION.

Commissioner Moe moved, seconded by Commissioner Tryon, that the City Commission appoint Katie Batterbee to the Parking Advisory Commission for a three-year term through April 30, 2023.

Mayor Kelly asked if there were any comments from the public. Hearing none, Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Robinson noted that there is still another vacancy to fill on this commission.

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

Motion carried 5-0.

CITY MANAGER

3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Deputy City Manager Chuck Anderson reported that in person interviews will be conducted late next week for the Public Works Director position. Zoom interviews will begin after that for the Fire Chief position.

He welcomed David Grosse as the new Planning and Community Development Engineer. There is another application period open for a second Development Engineer.

Neighborhood Council 8's 17th Annual Ice Cream Social will be held on Thursday, August 20, 2020 from 6:00-8:00 p.m. in Memorial Park located at 19th Street and 2nd Avenue North.

The Park and Recreation Department issued a Request for Proposal for lease of the former Visitors Center property. The deadline to submit a proposal is August 26th.

CONSENT AGENDA.

4. Minutes, July 21, 2020, City Commission Meeting.

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5. Total Expenditures of \$2,619,247 for the period of July 1, 2020 through July 22, 2020, to include claims over \$5,000, in the amount of \$2,450,039.
6. Contracts List.
7. Approve postponing the Waste Water Treatment Plan Electrical project for the 2.5 Kilovolt (Kv) electrical distribution system repairs and upgrades. **OF 1633.7**

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

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

Appearing telephonically was **John Hubbard**, Great Falls. Mr. Hubbard commented that kids going back to school during the pandemic is a dangerous situation.

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

Motion carried 5-0.

PUBLIC HEARINGS

8. BUSINESS IMPROVEMENT DISTRICT (BID) FY 2021 BUDGET AND WORK PLAN.

Joan Redeen, Community Director for the Business Improvement District, 318 Central Avenue, reported that since 2009 the BID has provided over \$1.1 million dollars in grant funds to property owners in downtown Great Falls. The valuation of the parcels within the BID boundaries has increased to \$113 million dollars. The BID currently has \$329,214 in grants payable for active projects. Those grant funds will eventually be converted to increased tax values.

She reported that Max Grebe is the Board Chairman, Jason Kunz is the Vice-Chair, and one of the newest members, Trista Besich, is the Treasurer. Of the seven board members, three are new appointees, and she expects one other member to be appointed next month.

BID Director Redeen reported that:

- The pedlet program continues to expand. The BID continues to generate national publicity on this program.
- The second annual ArtsFest Montana will be launched on August 21, 2020. The BID is again brining in Cameron Moberg and he has invited several artists from all over the nation and Great Falls to join in and install new murals.
- In May the BID was able to gift Great Falls graduating seniors with new banners on Central Avenue. This was made possible by a generous donation from Embark Credit Union and in-kind services by Speaking Socially.
- Mayor Kelly has joined the BID's Downtown Safety Alliance. Since 2009 the Downtown Safety Alliance has accomplished many things, including the Coins for a Cause Program,

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supporting the Great Falls Police Department, advocating for the Downtown Volunteer Program, and hosting a Business Watch Program that lasted for over 10 years.

- The Downtown BID office now models the national Main Street Program with promotion, design, and economic arms. In January, Christian Leitheiser was hired to focus on the economic development aspect of downtown.
- For the first time in years, the BID has budgeted zero dollars for the grant programs. The board made the decision to temporarily pull the plug on the grant programs. A committee was established to review the grant programs and will be making recommendations to the board on what the future of those programs might look like.
- As one of the largest BID's in the state, Great Falls has one of the smallest operating budgets.
- The BID's budget and work plan is diverse and ever changing.

BID Director Redeen concluded that it is a pleasure to work with City staff. She expressed appreciation to Police Chief Bowen, Sergeant Munkers and the Directed Enforcement Team, and to all of the volunteers on the foot patrol crew.

Mayor Kelly asked if the Commissioners had any questions.

Commissioner Robinson suggested that under the work plan heading "Downtown Property Investments" that a different term be used for "outdoor living." He referred to the budget and inquired if "assessment receivable" meant past due assessments that have yet to be paid.

BID Director Redeen responded in the affirmative, adding that the fiscal year end is June 30th and, because taxes are typically due in May, the BID receives a check about six weeks after taxes are due. She also clarified that "outdoor living" refers to creating green space downtown.

Mayor Kelly declared the public hearing open.

No one spoke in person or telephonically in opposition to or in support of the BID FY21 Budget and Work Plan.

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

Commissioner Tryon moved, seconded by Commissioner Moe, that the City Commission accept the FY 2021 Business Improvement District Budget and Work Plan.

Mayor Kelly asked if there was any discussion amongst the Commissioners. He expressed appreciation to BID Director Redeen and the BID board for the work that they do.

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

Motion carried 5-0.

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9. RESOLUTION 10354, TO LEVY AND ASSESS THE STREET MAINTENANCE DISTRICT.

Finance Director Melissa Kinzler reported that the Street Division maintains approximately 383 miles of streets and alleys within the City limits. Maintenance consists of pavement rehabilitation and restoration, street cleaning, snow and ice removal, alley maintenance, and the nuisance weed program. In addition, the Traffic Operations Division is responsible for the maintenance of all roadway signs, signals and pavement markings.

During the budget process, information is gathered regarding the actual and anticipated expenses of the Street District Fund. Future capital projects are reviewed and the street maintenance assessment for the next fiscal year is discussed. No assessment increase is proposed for FY21 to aid in the economic recovery from Covid-19.

Adoption of Resolution 10354 will allow the City to fund the costs of work, improvements and maintenance within the Street Maintenance District. The total estimated assessment for the District is \$4,583,265, and will result in an annual assessment of \$110.75 for an average size lot of 7,500 square feet.

Mayor Kelly asked if the Commissioners had any questions. Hearing none, Mayor Kelly declared the public hearing open.

No one spoke in person or telephonically in opposition to or in support of Resolution 10354.

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

Commissioner Robinson moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10354.

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

10. RESOLUTION 10355, TO LEVY AND ASSESS THE GENERAL BOULEVARD MAINTENANCE DISTRICT NO. 3570.

Finance Director Melissa Kinzler reported that the Park and Recreation Department, Natural Resources – Boulevard Division is responsible for the care and maintenance of over 15,000 street trees located within the General Boulevard District. Services provided within the District are pruning, tree removal, planting, and streetscape design.

After calculating all factors pertinent to the operation of the Natural Resources – Boulevard Division, an assessment amount for the next fiscal year is calculated and proposed to the City Commission.

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The estimated assessment amount for the General Boulevard Maintenance District for the next fiscal year is reflected in the Fiscal Year 2021 Budget. To aid in the economic recovery from Covid-19, no assessment increase is proposed for FY21.

The estimated assessment amount for the General Boulevard Maintenance District for the next fiscal year is \$405,892, and will result in an approximate assessment of \$85.85 for an average size lot of 7,500 square feet.

Mayor Kelly asked if the Commissioners had any questions. Hearing none, Mayor Kelly declared the public hearing open.

No one spoke in person or telephonically in opposition to or in support of Resolution 10355.

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

Commissioner Tryon moved, seconded by Commissioner Moe, that the City Commission adopt Resolution 10355.

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

Motion carried 5-0.

11. RESOLUTION 10356, TO LEVY AND ASSESS THE PORTAGE MEADOWS MAINTENANCE DISTRICT NO. 1195.

Finance Director Melissa Kinzler reported that in February, 1977, the Commission adopted Resolution 6913 that created the Special Improvement Maintenance District 1195 for the purpose of maintaining the Green Belt of the Portage Meadows Addition. The assessment covers the costs of materials, snow removal labor, water, mowing labor, fertilizer costs and labor, aerification labor, and tree pruning, which was part of the original Planned Unit Development. No assessment increase is proposed for FY21 to aid in the economic recovery from Covid-19.

Adoption of Resolution 10356 will allow the City to finance the cost of repairs and maintenance required each year in the Portage Meadows Maintenance District.

The estimated assessment amount for the Portage Meadows Maintenance District No. 1135 for the next fiscal year is the amount reflected in the Fiscal Year 2021 Budget that equates to a total of \$65,252, and will result in an annual assessment of approximately \$348.90 for an average lot of 4,501 square feet.

Mayor Kelly asked if the Commissioners had any questions. Hearing none, Mayor Kelly declared the public hearing open.

No one spoke in person or telephonically in opposition to or in support of Resolution 10356.

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

Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission adopt Resolution 10356.

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

Motion carried 5-0.

12. RESOLUTION 10357, TO LEVY AND ASSESS PROPERTIES WITHIN SPECIAL IMPROVEMENT LIGHTING DISTRICTS.

Finance Director Melissa Kinzler reported that there are currently 27 Special Improvement Lighting Districts (SLD's) with approximately 9,429 roadway lights. The majority (97%) of the roadway lights are owned by NorthWestern Energy. The City pays a maintenance fee to NorthWestern Energy for these lights in addition to a fee, which covers the electrical transmission and distribution. The electrical supply for the street lights is currently being furnished by Energy Keepers. The remaining 3% of the roadway lights is City-owned.

The purpose of the Special Improvement Lighting District Fund is to maintain the lights and poles and furnish electrical supply for the lighting districts throughout the year.

Adoption of Resolution 10357 will allow the City to fund the operational and maintenance costs required in the Special Improvement Lighting Districts for the fiscal year.

The estimated assessment amount for the Special Improvement Lighting District Funds for the next fiscal year is \$1,123,242. The total assessment amount reflects a 4.0% decrease from the prior fiscal year.

Mayor Kelly asked if the Commissioners had any questions.

Commissioner Tryon reiterated that none of the assessments this fiscal year have been raised and one has decreased.

Mayor Kelly declared the public hearing open.

No one spoke in person or telephonically in opposition to or in support of Resolution 10357.

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

Commissioner Tryon moved, seconded by Commissioner Moe, that the City Commission adopt Resolution 10357.

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

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Commissioner Houck commented that the City is being fiscally responsible at this point in time in taking these action for our citizens.

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

Motion carried 5-0.

13. RESOLUTION 10358, TO LEVY AND ASSESS GREAT FALLS PARK DISTRICT NO. 1.

Finance Director Melissa Kinzler reported that, on June 5, 2018, the City Commission adopted Resolution 10238 creating the Great Falls Park District Number 1. The boundaries of the District are the current incorporated limits of the City, as well as all properties later annexed thereto.

The Park District's overall purpose is to utilize assessment dollars and direct those monies to:

- Maintenance, repair, replacement, upkeep, installation, improvements, operation enhancement, construction, acquisition of land;
- Implementation of measures required to maintain public health and safety or meet legal or regulatory requirements;
- Purchase, replace and/or maintain equipment, tools or vehicles used to carry out the functions described herein; and/or
- Other functions, labor, supplies and/or materials necessary for management and maintenance of City-owned facilities, lands, and equipment under the responsibility and care of the City of Great Falls Park and Recreation Department.

The Park District's revenue may not be used for programming.

The cost of the proposed improvements for the Great Falls Park District No. 1 is \$1,500,000 annually for the first three years. Fiscal Year 2021 is year three of the assessment. The annual assessment is based on the taxable value of each parcel within the District for a total of \$1,500,000 district-wide.

Based on last year's valuations, the estimated annual assessment for a \$100,000 market value property would be \$25.57.

Mayor Kelly asked if the Commissioners had any questions. Hearing none, Mayor Kelly declared the public hearing open.

No one spoke in person or telephonically in opposition to or in support of Resolution 10358.

Shyla Patera, North Central Independent Living Services, Inc. (NCILS), submitted written comments in support of the Special Park District No. 1 budget, and noted that accessibility repairs are vital to the maintenance of our parks, trees, courts and trails, and that all families deserve accessible spaces to play.

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

Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission adopt Resolution 10358.

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

Motion carried 5-0.

14. RESOLUTION 10342, REMODELING, RECONSTRUCTION OR EXPANSION OF CERTAIN COMMERCIAL BUILDINGS OR STRUCTURE; TAX BENEFIT FOR BIG SKY SELECT PROPERTIES, LLC FOR THE PROPERTY ADJACENT TO THE MILWAUKEE DEPOT LOCATED AT 101 RIVER DRIVE.

Planning and Community Development Director Craig Raymond reported that this agenda item is a request to adopt Resolution 10342 to approve the requested tax abatement from Big Sky Select Properties, LLC.

The applicant is planning to expand the iconic Milwaukee Depot Station by adding a new apartment building that would include 83 market-rate apartments. Other uses may include a wine bar, food court with four-five restaurants, and a possible fitness gym.

The criteria that the Commission has established in addition to the state statutes are enumerated in Resolution 10119 adopted by the Commission in December of 2015. Each of the specific criteria is listed in the agenda report as well as a short staff analysis of how the request or project meets the criteria or answers key questions. Key things to consider is the financial condition of the City at the time of the request and what effect it may have on key services over the life of the abatement if approved. Also to be considered is this project is not located within a TIF District, but is located in the federally designated Opportunity Zone for the City and the applicant is planning to utilize Opportunity Zone funding to help subsidize the project as well.

Mayor Kelly asked if the Commissioners had any questions.

He commented that, in a tax abatement situation, it is his understanding that the property taxes will continue to be paid on the property regardless of the Commission's decision.

Director Raymond responded in the affirmative, adding that the abatement is only a relief on the increase of taxes due to the increased value of the property based on the improvements.

Mayor Kelly reiterated that, if no improvements were made, the City would continue to get the tax on the raw piece of land; and, should the property be improved, the City will get more revenue over time and 100% of that tax after five years.

Commissioner Tryon inquired if Opportunity Zone funding was a federal grant.

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Director Raymond responded that he believed it was a tax benefit or savings through the federal government that does not affect the City's general fund.

Commissioner Tryon inquired and informed that applicant, Big Sky Select, is local.

Mayor Kelly declared the public hearing open.

No one spoke in person or telephonically in opposition to Resolution 10342.

Brett Doney, Great Falls Development Authority (GFDA), 405 3rd Street NW, Suite 203, appeared telephonically to speak in support of this project. He commented that this is what GFDA has been working towards for many years on the downtown and riverfront revitalization effort. He commended the developers, expressed appreciation to City staff, and urged the Commission to support this item.

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

Commissioner Tryon moved, seconded by Commissioner Robinson, that the City Commission adopt Resolution 10342.

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

Commissioner Moe expressed concern that the language that the applicant would try to meet the historic preservation requirements seems noncommittal to her. The application meets the other requirements for the tax abatement so she will reserve her judgment on the Historic Preservation Advisory Commission recommendation until the project comes before the Commission.

Commissioner Robinson commented that for this, and the next two projects, he believes tax abatements are an investment in Great Falls' growth. The Commission is sending a good message that the City will participate with growth even during times like this. It is an incentive for future growth and is also a reward for current growth.

Mayor Kelly commented that an Opportunity Zone is a federally designated geographic area where investors are rewarded from a federal tax standpoint to take their capital gains that they have achieved elsewhere in selling other properties and, instead of paying their capital gains taxes, they can take those profits and invest it in an Opportunity Zone, wait 15 years and then dispose of the property if they choose to with normal tax consequences.

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

Motion carried 5-0.

15. RESOLUTION 10360, REMODELING, RECONSTRUCTION OR EXPANSION OF CERTAIN COMMERCIAL BUILDINGS OR STRUCTURE; TAX BENEFIT FOR BIG

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SKY SELECT PROPERTIES, LLC FOR PROPERTY LOCATED AT 412 CENTRAL AVENUE.

Planning and Community Development Director Craig Raymond reported that this agenda item is a request to adopt Resolution 10360 to approve the requested tax abatement from Big Sky Select Properties, LLC.

Big Sky Select Properties is remodeling the second and third floors at 412 Central Avenue (above Mighty Mo Brewery) that historically held the Northern Hotel. The rooms were previously gutted, but the historic main stair and corridors are largely still intact. The remodel will convert the old hotel rooms into 18 market rate one and two bedroom apartments called the “Northern Lofts”. This project will result in quality downtown apartments that, in conjunction with other projects, will greatly contribute to revitalizing Downtown Great Falls.

The criteria that the Commission has established in addition to the state statutes are enumerated in Resolution 10119 adopted by the Commission in December of 2015. Each of the specific criteria is listed in the agenda report as well as a short staff analysis of how the request or project meets the criteria or answers key questions.

Key things to consider is the financial condition of the City at the time of the request and what effect it may have on key services over the life of the abatement if approved. Also to be considered is that the project is located within a Tax Increment Financing (TIF) District. Careful consideration should be given to determine the proper balance between wise uses of corporate incentives through tax abatement versus TIF District health. The downside to approving tax abatements in the TIF District is that the total TIF increment available will suffer equal to the amount that is abated for the duration of the benefit. That being said, some projects just by their nature and scope of work may not be eligible for TIF fund consideration. This project is located in the federally designated Opportunity Zone for the City and the applicant is planning to utilize Opportunity Zone funding to help subsidize the project as well.

Mayor Kelly asked if the Commissioners had any questions. Hearing none, Mayor Kelly declared the public hearing open.

No one spoke in person or telephonically in opposition to Resolution 10360.

Brett Doney, Great Falls Development Authority (GFDA), 405 3rd Street NW, Suite 203, appeared telephonically to speak in support of this project. He commented that the Opportunity Zone program is a way to bring money back to main street Montana, and this project is a great way to do that.

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

Commissioner Robinson moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10360.

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

Motion carried 5-0.

16. RESOLUTION 10361, REMODELING, RECONSTRUCTION OR EXPANSION OF CERTAIN COMMERCIAL BUILDINGS OR STRUCTURE; TAX BENEFIT FOR BIG SKY SELECT PROPERTIES, LLC FOR PROPERTY LOCATED AT 420 CENTRAL AVENUE.

Planning and Community Development Director Craig Raymond reported that this agenda item is a request to adopt Resolution 10361 to approve the requested tax abatement from STSA Partners, LLC.

STSA Partners, LLC is in the planning stages of remodeling 420 Central Avenue as a theater and event space. The building at this address was home to Fairway Comfort Systems, until recently when it was split into two commercial spaces. One of those spaces is now occupied by Central Avenue Meats, and the remaining 8,000 square feet will be remodeled into a multi-purpose theater and event venue. The current plans for the space include a large stage, green rooms, restrooms, a lounge and bar area, and a mezzanine, all with the capacity to accommodate approximately 700 people. The applicant's overall project goal is to create a unique downtown event venue modeled after two other projects that have been successfully undertaken in other Montana communities.

The criteria that the Commission has established in addition to the state statutes are enumerated in Resolution 10119 adopted by the Commission in December of 2015. Each of the specific criteria is listed in the agenda report as well as a short staff analysis of how the request or project meets the criteria or answers key questions.

Key things to consider are what the financial condition of the City is at the time of the request and the effect it may have on key services over the life of the abatement if approved. Also to be considered is the project is located within a TIF District. Careful consideration should be used to determine the proper balance between wise uses of corporate incentives through tax abatement versus TIF District health. This project is located in the federally designated Opportunity Zone for the City. In this particular case, the applicant is not planning to utilize Opportunity Zone funding to help subsidize the project.

Mayor Kelly asked if the Commissioners had any questions.

Commissioner Tryon inquired if STSA Partners is a local LLC and responded to in the affirmative. He also inquired if there were any mutual partners between Big Sky Select and STSA, and if the applicant has applied for tax increment financing.

Director Raymond responded that the applicant has asked for a TIF application but one has not been turned in to his department.

Commissioner Moe inquired if consideration was given to parking.

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Director Raymond responded that the downtown C-4 District is exempt from the minimum parking standards.

Mayor Kelly declared the public hearing open.

No one spoke in person or telephonically in opposition to Resolution 10361.

Brett Doney, Great Falls Development Authority (GFDA), 405 3rd Street NW, Suite 203, appeared telephonically to speak in support of this project. He commented that the project is a much needed venue that compliments what the Civic Center offers. GFDA looks forward to the project coming to fruition.

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

Commissioner Moe moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10361.

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

Commissioner Tryon commented that he read or heard that the tax reduction would be \$28,000 over the five-year period and that the project probably wouldn't be able to go forward unless the tax abatement was approved. He asked a STSA partner to respond to that and to also respond to whether there are any crossover partners with Big Sky Select.

Tim Peterson, 3405 Fern Drive, reported that he is one of the partners of STSA and there are no crossover partners with Big Sky Select. The STSA partners are all local entrepreneurs. In response to the tax abatement, Mr. Peterson commented that the partners are going to do their best to move forward no matter what happens at this meeting. Twenty-eight thousand dollars doesn't seem like a lot of money but for small entrepreneurs like themselves it will make a huge difference.

Mayor Kelly applauded the efforts of the partners, and to all of the risk takers in the audience tonight.

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

Motion carried 5-0.

OLD BUSINESS

NEW BUSINESS

ORDINANCES/RESOLUTIONS

17. **ORDINANCE 3220, TO REPEAL AND REPLACE TITLE 3 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO REVENUE AND FINANCE, AND REVIEW OF THE PROPOSED CORRESPONDING UPDATES TO THE CITY OF GREAT FALLS PURCHASING POLICY.**

JOURNAL OF COMMISSION PROCEEDINGS
August 4, 2020

City Attorney Sara Sexe reported that in order to improve on process consistency, efficiency, and predictability for City staff and outside vendors and contractors, over the past couple of years City staff endeavored to update the City Financial Policies for City Manager and City Commission consideration. Staff formed a City Purchasing Policy Committee which included the Deputy City Manager and representatives from the Finance, Legal, City Clerk's Office, Park & Recreation, Police, Fire, Human Resources, Planning & Community Development, and Public Works Departments. The Committee met once a week from August 2018 to February 2019 and Finance met with individuals on specific items after February 2019. The Committee made efforts to align the Policies with current law and City practice. The Committee also considered and vetted various process improvements for consideration.

The last update to the purchasing policies was in December, 2004. Since then, many City departments had questions about old outdated policies. The Committee looked at changing policies to be more efficient for staff in all departments to maintain this decentralized process, while maintaining internal controls.

A summary of the 15 most pertinent updated items is listed in the agenda report. The updates to Title 3 are to correspond with the updated purchasing policies.

She noted a typographical correction to page 143 of the agenda packet.

Commissioner Tryon moved, seconded by Commissioner Robinson, that the City Commission accept Ordinance 3220 on first reading and set public hearing for August 18, 2020.

Mayor Kelly asked if there were any comments from the public. Hearing none, in person or telephonically, Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Moe referred to page 9 of the Purchasing Policies pertaining to anti-competitive practices and inquired if Attorney General in that section meant Montana Attorney General and was responded to in the affirmative.

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

Motion carried 5-0.

CITY COMMISSION

18. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Commissioner Houck announced that, due to her extensive travels in areas designated as Covid-19 hot spots, she is self-quarantining out of respect to not expose others to her travels.

Commissioner Tryon thanked the Big Sky Select and STSA partners for their investment in Great Falls.

JOURNAL OF COMMISSION PROCEEDINGS
August 4, 2020

Commissioner Robinson received Commission consensus to work with City Attorney Sexe and the Complete Count Committee to draft a Resolution objecting to the Census Bureau moving up the deadline for Commission consideration at the next meeting.

Commissioner Robinson commented that several months ago the Little Shell Tribe was officially recognized by the federal government after many, many years. He received Commission consensus for staff to pursue a Little Shell flag to display in the Commission Chambers.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Moe moved, seconded by Mayor Kelly, to adjourn the regular meeting of August 4, 2020, at 8:20 p.m.**

Motion carried 5-0.

Mayor Bob Kelly

City Clerk Lisa Kunz

Minutes Approved: August 18, 2020



Commission Meeting Date: August 18, 2020
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

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

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECK RUNS FROM NEW WORLD JULY 23, 2020 - AUGUST 5, 2020	1,714,923.14
ACCOUNTS PAYABLE CHECK RUNS FROM MUNIS JULY 23, 2020 - AUGUST 5, 2020	927,466.02
MUNICIPAL COURT ACCOUNT CHECK RUN FOR JULY 17, 2020 - AUGUST 3, 2020	82,817.00
TOTAL: \$	<u><u>2,725,206.16</u></u>

GENERAL FUND

CITY COMMISSION

MONTANA LEAGUE OF CITIES AND TOWNS	2020-2021 MEMBERSHIP DUES	21,620.58
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CITY/COUNTY HEALTH

CITY COUNTY HEALTH DEPT	1ST HALF OF ANNUAL CONTRIBUTION	125,000.00
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POLICE

ARMSCOR CARTRIDGE INC	GFPD AMMO	13,170.00
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SPECIAL REVENUE FUND

911 SPECIAL REVENUE

CENTURYLINK	JULY 2020 DISPATCH LINES	5,850.52
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STREET DISTRICT

GREAT FALLS SAND AND GRAVEL	HOT MIX TYPE B & C	95,840.10
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LIBRARY

JETECH LLC	COMPRESSOR REPAIR AND MAINTENCE	6,097.46
SIRSIDYNIX	ANNUAL SERVICE CONTRACT	10,729.36

PARK DISTRICT

FORDE NURSERY INC	PARK DISTRICT TREE PLANTING	24,500.00
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FEDERAL BLOCK GRANTS

KUGLIN CONSTRUCTION	OF 1715.4 ADA HANDICAP RAMP GIANT SPRINGS PH II	5,634.88
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DEBT SERVICE

IMPROVEMENT DISTRICT REVOLVING

US BANK	DEBT SERVICE	35,875.00
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ENTERPRISE FUNDS

WATER

THE HDD COMPANY INC	OF 1494.6 WATER MAIN CROSSING UNDER THE UPPER MISSOURI	343,960.35
FERGUSON ENTERPRISES INC	3/4 " WATER METERS	7,017.60
THATCHER CO OF MONTANA	CHEMICALS	18,620.64

SEWER

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	243,647.61
VEOLIA WATER NORTH AMERICA	MONTHLY CONTRACTED CAPITAL IMPROVEMENTS	12,500.00
STATE OF MONTANA	OF 1675.1 1% TAX SANITARY SEWER TRENCHLESS PH 22	5,826.76
PLANNED AND ENGINEERED CONSTRUCTION INC	OF 1675.1 SANITARY SEWER TRENCHLESS PH 22	576,849.12

STORM DRAIN

GREAT WEST ENGINEERING, INC	OF 1666.4 BASIN STUDY	7,268.75
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PARKING

STANDARD PARKING CORPORATION	JUNE 2020 PARKING SERVICES FEE	32,873.90
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INTERNAL SERVICES FUND

INSURANCE & SAFETY

MONTANA MUNICIPLE INTERLOCAL AUTHORITY	JUNE 2020 DEDUCIBLE RECOVERY BILLING	9,804.86
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INFORMATION TECHNOLOGY

CENTURYLINK	2 MONTHS OF FY20 MOE CHARGES	13,025.94
VERMONT SYSTEMS	ANNUAL MAINTENANCE	10,543.08

CENTRAL GARAGE

MOUNTAIN VIEW CO-OP	FUEL	37,140.18
TERRACON CONSULTANTS INC	OF 1755.0 PARK & RECREATION FUEL STATION	8,100.00

TRUST AND AGENCY

COURT TRUST MUNICIPAL COURT

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	67,515.67
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PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	81,381.48
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	8,289.05
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	52,237.80
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	67,007.60
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	126,574.38
US BANK	FEDERAL TAXES, FICA & MEDICARE	223,867.89
AFLAC	EMPLOYEE CONTRIBUTIONS	8,522.65
LABORERS INTERNATIONAL UNION	EMPLOYEE CONTRIBUTIONS	26,578.62
WESTERN CONF OF TEAMSTERS	EMPLOYEE CONTRIBUTIONS	17,620.83
MONTANA OE - CI TRUST FUND	EMPLOYEE CONTRIBUTIONS	25,496.01
NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	13,885.04

UTILITY BILLS

NORTHWESTERN ENERGY	JULY 2020 SLD CHARGES	69,835.58
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CLAIMS OVER \$5000 TOTAL: \$ 2,460,309.29

CITY OF GREAT FALLS, MONTANA

COMMUNICATION TO THE CITY COMMISSION

DATE: August 18, 2020

ITEM: CONTRACTS LIST
 Itemized listing of administratively approved contracts.
 (Listed contracts are available for inspection in the City Clerk’s Office.)

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Contracts through the Consent Agenda

MAYOR’ S SIGNATURE: _____

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Municipal Court	AVI Systems, Inc.	08/18/2020- 08/18/2021	\$14,655.45	Retail Sales Agreement for products and services to update the Municipal Court audio system, integration, training and one-year system support agreement
B	Public Works/ Engineering	Morrison Maierle, Inc.	07/08/2020 – 10/30/2021	N/A	Ratification of Professional Services Agreement Amendment No. 1 to include paragraph 16 pertaining to confidential information regarding the security and integrity of City public facilities prohibited from disclosure per Title 2,

					Chapter 6, MCA, and to add language to Task 100 of the Scope of Services pertaining to City’s consideration and written approval should additional data and/or information be required to be gathered OF 1759
C	Great Falls Public Library	Detailed Construction Company	08/18/2020 – 10/31/2020	\$14,917	Agreement for demo work and installation of combination drive up drawer and intercom system to accommodate Library patrons
D	Public Works/ Engineering	Benefis Health System	Perpetual	\$28 recording fee paid by Benefis	Easement Agreement for a fiber optic & pneumatic tube easement for the protection of right-of-way in that portion of 11 th Avenue South located in the Deaconess Addition, in the northwest quarter of the northwest quarter (NW1/4NW1/4) of Section 17, Township 20 North, Range 4 East, Principal Meridian, Cascade County, Montana (Benefis Women and Children’s Center project)
E	Public Works/ Engineering	Capcon, LLC	08/18/2020 – 12/31/2021	\$67,141	Public Works Construction Agreement to extend 327 ft of 24-inch diameter RCP pipe to the existing Smith Pond for storm drain improvements OF 1118.4



Commission Meeting Date: August 18, 2020

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: MOU between MT Counterdrug Joint Task Force and Russell Country Drug Task Force

From: Chief Dave Bowen

Initiated By: Capt. Jeff Newton

Presented By: Chief Dave Bowen

Action Requested: Approve MOU for understanding of operational support from the MT Counterdrug Joint Task Force

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/ not approve) the MOU with the Montana Counterdrug Joint Task Force (CDJTF) and the Russell Country Drug Task Force (RCDTF).”

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 the agreement and authorize the City Manager to sign the agreement.

Summary: This MOU establishes the framework for management and use of the CDJTF for operational support of RCDTF and to clarify the terms and conditions while working on counterdrug nexus.

Background: The Great Falls Police Department and the Montana National Guard have a long standing relationship regarding the Counterdrug Program. The basis of the National Guard Counterdrug program has been to supply an analyst to work closely with our local drug task force. The National Guard changed its requirements concerning necessary training and certification for their analysts. The current analyst has all necessary training and certifications to work in conjunction with the HIDTA task force. The analyst assists task force members with researching current drug trends, extracting information from various data bases, conducts research on the criminal backgrounds of those trafficking narcotics, assists in setting appropriate timelines for investigations and constantly reviews and documents open sources of information. The analyst is crucial in obtaining information that assists the Rocky Mountain HIDTA’s objective of disrupting and dismantling drug trafficking organizations. The analyst is fully funded by the Montana National Guard Counterdrug program.

Fiscal Impact: There is no fiscal impact to the General Fund of City of Great Falls.

Alternatives: The City Commission could vote to deny the MOU.

Concurrences: City of Great Falls and Departments of the Army and Air Force.

Attachments/Exhibits:

Memorandum of Understanding



**DEPARTMENTS OF THE ARMY AND AIR FORCE
COUNTERDRUG JOINT TASK FORCE– MONTANA NATIONAL GUARD
P.O. Box 4789 (1956 Mt Majo Street)
Ft. Harrison, Montana 59636-4789**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MONTANA COUNTERDRUG JOINT TASK FORCE
AND
RUSSELL COUNTRY DRUG TASK FORCE**

SUBJECT: Memorandum of Understanding for Operational Support from the Montana Counterdrug Joint Task Force

1. The parties to this Memorandum of Understanding (MOU) are the Montana Counterdrug Joint Task Force (CDJTF) and the Russell Country Drug Task Force, hereinafter referred to as "RCDTF".

2. **AUTHORITIES:**

- a. 32 U.S.C. § 112, National Guard Drug Interdiction and Counter-Drug Activities
- b. 32 U.S.C. § 502(f), National Guard Training or Other Duty in Addition to Drill and Annual Training
- c. Chief National Guard Bureau Instruction 3100.01B, 06 March 2020
- d. Guidance for the States' National Guard Counterdrug Program (CDP), 18 May 2020
- e. National Guard Bureau Counterdrug Division Fiscal Year 2021 Implementation Guidance, 10 June 2020
- f. The Montana Governor's Counterdrug State Plan, Fiscal Year 2020

3. **PURPOSE:** This MOU establishes the framework for management and use of the Montana National Guard CDJTF for operational support of RCDTF. In general, the CDJTF will provide Counterdrug support to federal, state, and local law enforcement agencies when requested in writing, subject to the availability of funds, and when a drug nexus is apparent. The State Counterdrug Coordinator (CDC) agrees to provide support to RCDTF's counterdrug operations and to work collaboratively to ensure continued support of law enforcement operations that are integral to the Governor's State Counterdrug Plan. This MOU defines the responsibilities of the CDC and RCDTF and the lines of communication between the CDC in areas that include personnel, funding, training, operations, and logistics.

SUBJECT: Memorandum of Understanding for Operational Support from the Montana Counterdrug Joint Task Force

a. **BACKGROUND AND AUTHORITY:** 32 U.S.C. § 112 provides the statutory authority for the National Guard Counterdrug (CD) Program and the approved plans for the State of Montana. Consistent with the Office of the Secretary of Defense (OSD) and the Office of National Drug Control Policy (ONDCP) direction and guidance, the Montana National Guard develops the Governor's State Plan for CD support. The CD State Plan is signed by the Governor and the Montana Attorney General, reviewed by the National Guard Bureau, coordinated with U.S. Northern Command (NORTHCOM), and approved by the Secretary of Defense. The OSD's approval of the CD State Plan constitutes authority to utilize CD Program appropriated funds and requires accountability for the use of those funds. The OSD's approval of the Governor's State Counterdrug Plan results in the allocation of funds from the National Guard Bureau to the Montana National Guard for personnel and training to support RCDTF counterdrug operational missions. This MOU is entered into by the Montana CDJTF pursuant to the authority contained in 32 U.S.C. § 112, 32 U.S.C. § 502(f), Chief National Guard Bureau Instruction (CNGBI) 3100.01B, Guidance for the States' National Guard Counterdrug Program (CDP), 18 May 2020, National Guard Bureau Counterdrug Division Fiscal Year 2021 Implementation Guidance, 10 June 2020, the Montana Governor's Counterdrug State Plan, and all other applicable RCDTF delegation orders.

4. **PERIOD OF MOU:** This MOU is effective for the following period:

Start Date: 17 June 2019

End Date: 30 September 2021

5. **DRUG NEXUS:** By executing this MOU, RCDTF certifies that CDJTF personnel will be engaging only on projects or operations that have a counterdrug nexus.

6. **PLANNED DEPLOYMENT OF PERSONNEL AND EQUIPMENT:**

a. **Personnel:**

(1) **Request for Support:** As the Montana National Guard is not a law enforcement agency, any involvement of the Montana National Guard in support of drug law enforcement must be in response to a law enforcement agency's request for support.

(2) **Support Role:** It is clearly understood by both parties to this MOU that National Guard personnel are not sworn police officers and those personnel who are assigned to work with the Agency are assigned in a support role.

SUBJECT: Memorandum of Understanding for Operational Support from the Montana Counterdrug Joint Task Force

b. Equipment: Any loan of National Guard equipment to RCDTF will be in accordance with 32 U.S.C. § 112, CNGBI 3100.01B, and any other applicable law.

7. REPORTING PROCEDURES:

a. CDJTF personnel assigned to support RCDTF will ensure that statistical results are input into respective CDJTF databases for inclusion in required reports/records.

b. The CDJTF will maintain compliance with Intelligence Oversight and Operational Security on all reporting in accordance with CNGBI 3100.01B.

c. Information provided to CDJTF personnel by RCDTF will not be released or shared outside of those persons providing direct support to RCDTF operations without specific authorization of RCDTF. CDJTF personnel will make written request to disclose any RCDTF law enforcement sensitive information in writing before making any third party disclosure, including to other federal or state law enforcement agencies. Further, CDJTF will notify RCDTF of any intentional or inadvertent disclosure of any RCDTF law enforcement sensitive information.

8. COMMAND AND CONTROL AND LINES OF COMMUNICATION:

a. All CDJTF personnel will be under the command and control of the Counterdrug Coordinator at all times. RCDTF will notify the Counterdrug Coordinator immediately in the event that any CDJTF personnel are missing, injured, or suspected of any act of misconduct. CDJTF personnel may be recalled at any time due to emergencies or other operational necessities. The Counterdrug Coordinator has the sole discretion to approve or deny modifications to an approved RCDTF support request. CDJTF personnel may be recalled for a mission of higher priority, necessary military training, or other military operations.

b. CDJTF personnel assigned to RCDTF will be under the direct supervision of RCDTF for any law enforcement operational assigned duties. The CDJTF personnel will maintain a military chain of command through CDJTF which will take precedence at all times.

c. CDJTF will maintain oversight and supervision for all personnel administrative issues for personnel assigned to RCDTF.

d. This MOU is not intended to circumvent existing lines of communication between the CDJTF personnel and the chain of command as established by The Adjutant General. However, matters of a routine nature that can be addressed within the context of this MOU may be communicated directly between the CDC and RCDTF. Issues requiring policy, regulatory change, or resource allocation shall be addressed to The Adjutant General through the normal staffing process.

SUBJECT: Memorandum of Understanding for Operational Support from the Montana Counterdrug Joint Task Force

9. SCOPE OF OPERATIONS:

a. The Montana National Guard will support law enforcement CD operations with selected assets consistent with law, OSD directives, regulations, and the Governor's State Counterdrug Plan. Based on priorities established by ONDCP and missions approved by OSD, the Governor's State Counterdrug Plan provides the framework which supports how law enforcement agencies' counterdrug missions are accomplished. Definitions of missions contained within that framework are detailed in CNGBI 3100.01B. All missions performed by CDJTF personnel must fall within one of the missions approved in the Governor's State Counterdrug Plan.

b. CDJTF personnel will operate in accordance with an RCDTF support request approved by the Counterdrug Coordinator. Any requests to perform missions that are not on the Secretary of Defense approved mission list must be submitted through the National Guard Bureau J32 to the Secretary of Defense for approval in the CDJTF approved State Plan.

c. CDJTF personnel may be asked to review Requests for Information from Geographic Combatant Commands and subordinate commands. CDJTF requests that RCDTF support these requests as necessary. RCDTF rules for sharing and disclosure of information will be implemented at all times. Any sharing or disclosure of information will be done in accordance with the applicable system of records notice or other applicable laws, rules, regulations, and policies for RCDTF information management. This supports a whole of government approach to counter threats to U.S. National Security posed by drug smuggling and other illicit activities while balancing limited Department of Defense (DoD) resources.

10. FORCE PROTECTION AND USE OF FORCE:

a. Prior to beginning the mission, RCDTF will provide the CDJTF with all known information regarding potential or actual threats and hazards to personnel and equipment. The CDJTF personnel will operate under and comply with the Rules for Use of Force (RUF) orders established by The Adjutant General. CDJTF personnel will not be armed. RCDTF will follow their agency policy concerning firearms discharge and use of deadly force. CDJTF members should not be placed into situations that could be life threatening since they have not received the appropriate law enforcement training for this type of situation.

b. CDJTF members have the right to use force only in exigent circumstances as defined above. The CDJTF member may only use the amount of force necessitated by the established RUF.

SUBJECT: Memorandum of Understanding for Operational Support from the Montana Counterdrug Joint Task Force

11. PUBLIC AFFAIRS:

a. Information released to the media concerning CDJTF assistance to RCDTF in drug law enforcement missions will be coordinated between RCDTF and Montana National Guard public affairs/information officers. Participating CDJTF personnel or specific units will not be identified by name, address, or photograph unless approved by the Counterdrug Coordinator who will be responsible for obtaining a release through applicable Montana National Guard channels.

b. The lead party for the dissemination of information will be RCDTF and therefore members of the Montana National Guard will refer all questions from the media to RCDTF. The Montana National Guard public affairs office may provide guidance on issues specific to the CDJTF as appropriate.

c. CDJTF members will not be interviewed by the media regarding CDJTF operations without Montana National Guard approval and consultation with RCDTF.

12. SAFETY: The safety of CDJTF personnel is the primary concern of the CDJTF and will be emphasized in the planning and execution of all operations involving CDJTF personnel. The successful accomplishment of all CDJTF support missions with minimum risk will be the main goal. CDJTF personnel will adhere to the Counterdrug Coordinator's safety policy at all times. Montana National Guard members should not knowingly be sent or directed to enter a hostile environment where there is a probability of encountering life threatening situations or direct contact with suspects.

13. WARRANTS/PERMITS LEGAL REQUIREMENTS: RCDTF shall ensure that all legal requirements, including obtaining warrants or necessary permits, are fulfilled. RCDTF recognizes that CDJTF personnel may not engage in any activity that law enforcement officers are prohibited from conducting. CDJTF personnel will not be utilized or participate in any unauthorized surveillance activities. Information or data obtained by the CDJTF as a result of work done in support of RCDTF will be immediately passed on to RCDTF as it is obtained and will not be stored or maintained by CDJTF personnel or in CDJTF facilities. Procedures to be utilized for reporting such information will be established by RCDTF in accordance with internal practices and procedures. RCDTF will be responsible for follow-up on any such information. Information gathered by CDJTF members will be given adequate classification consideration.

14. ARREST, SEARCHES, SEIZURES, AND EVIDENCE:

a. CDJTF personnel will not directly participate in law enforcement activities such as arresting or conducting searches of individuals or private property. CDJTF personnel are prohibited from direct involvement in seizures. CDJTF personnel may not seize,

SUBJECT: Memorandum of Understanding for Operational Support from the Montana Counterdrug Joint Task Force

handle, or be placed in the chain of custody of any evidence seized by RCDTF, except in exigent circumstances.

b. All analyst activities authorized to be performed by CDJTF personnel shall be strictly limited to RCDTF counterdrug operations. Other than criminal analyst support authorized in conjunction with RCDTF operations, CDJTF personnel shall not collect, retain, or disseminate information on United States persons, or store RCDTF analytical products in CDJTF facilities or databases.

c. CDJTF personnel will not be deputized or cross-designated with law enforcement or investigative authority by RCDTF.

15. SUBPOENAS OR OTHER ORDERS TO APPEAR: The provision of official information by military members in judicial proceedings, whether documentary or through witness testimony, is governed by 32 C.F.R. Part 97 and applicable Army or Air Force regulations and requires the prior approval of the servicing legal office. RCDTF will immediately notify CDJTF personnel in the event that CDJTF personnel are subpoenaed or otherwise expected to appear provide testimony or other official information in connection with any work done in support of RCDTF. CDJTF personnel must report such order to appear in court to their respective Counterdrug Coordinator. If CDJTF personnel are ordered to appear in court, RCDTF will assist the CDJTF personnel to obtain pre-trial advice and preparation from the prosecuting attorney responsible for the case.

16. DUTY HOURS, UNIFORM WEAR AND WORK SCHEDULES: Duty hours and work schedules shall be in accordance with RCDTF requests. All CDJTF personnel maintain additional military duties as part of their regular Montana National Guard unit. As such, CDJTF personnel will be required to attend inactive duty training (drill weekends) and annual training (two-week period). RCDTF recognizes that CDJTF personnel may be mobilized and called to other active military duty as part of their normal military unit. In addition, all CDJTF personnel are authorized thirty (30) days of leave per year, as approved by the Counterdrug Coordinator.

17. WORK SPACE REQUIREMENTS: As deemed appropriate and practicable, RCDTF will provide parking, appropriate work space, and use of communication equipment (including phone, fax, personal computer, and internet/email capabilities) for CDJTF personnel.

18. FUNDING: This MOU is not an obligation or commitment of funds nor a basis for transfer of funds for either party. Even where one party has agreed (or later does agree) to assume a particular financial responsibility, written agreement must be obtained before incurring an expense expected to be assumed by another party. All obligations of, and expenditures by, the parties are subject to their respective budgetary and fiscal processes and the availability of funds pursuant to all applicable laws,

SUBJECT: Memorandum of Understanding for Operational Support from the Montana Counterdrug Joint Task Force

regulations, and policies. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

19. SALARIES AND BENEFITS: All CDJTF personnel serve in military status on full time Montana National Guard duty. As such, RCDTF shall not pay any monetary bonus, award, or supplementary salary to any CDJTF personnel.

20. ASSET FORFEITURE SHARING: The CDJTF does not participate in asset forfeiture sharing.

21. LIABILITIES: The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel. Neither party assumes liability for the acts or omissions of the other party or the other party's agents. Neither party agrees to hold the other harmless for any liability arising out of the activities that are within the scope of this MOU.

22. RENEGOTIATION/MODIFICATION: This MOU may be altered or otherwise modified, if done in writing. Changes to the scope of work or functions of the CDJTF must be approved by the Counterdrug Coordinator. Agreements must be renegotiated when laws, regulations, and/or support requirements change in such a manner that the agreement cannot be executed.

24. TERMINATION: Either party may terminate this MOU at any time by written or oral notification to the other party. If notification of termination is delivered orally, written confirmation shall follow within five (5) business days. RCDTF understands that CDJTF operations are subject to and dependent upon annual appropriated funding.

25. POINTS OF CONTACT (POCs):

The POC for CDJTF is:

MAJ Daniela Ragen at 406-324-3177 or daniela.g.ragen.mil@mail.mil

The POC for RCDTF is:

Lieutenant Michael Grubb at 406-455-8416 or mgrubb@greatfallsmt.net

26. OTHER PROVISIONS: Nothing in this MOU is intended to conflict with current law or regulation or the Directives of RCDTF or CDJTF. If a term of this MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, the State of Montana, or the officers, employees, agents, or other


SUBJECT: Memorandum of Understanding for Operational Support from the Montana Counterdrug Joint Task Force

associated personnel thereof. Furthermore, this MOU is not intended to nor may it be used to supersede existing federal or state laws, DoD, or National Guard Bureau Regulations.

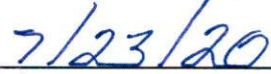
By affixing their signature to this MOU, each party affirmatively represents that he or she is authorized to enter into this MOU on behalf of his or her respective agency.

Daniela G. Ragen
MAJ, LG, MTARNG
Counterdrug Coordinator

(Date)



Michael Grubb
HIDTA DTF Commander
Russell Country Drug Task Force



(Date)

MATTHEW T. QUINN
Major General, Montana National Guard
The Adjutant General

(Date)

CITY OF GREAT FALLS, MONTANA

By _____
Gregory T. Doyon, City Manager

Date _____

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

*** APPROVED AS TO FORM:**

By _____
Sara R. Sexe, City Attorney

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



Commission Meeting Date: August 18, 2020
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Professional Services Agreement: Sewage Lift Station No. 1 River Crossing Feasibility Study, OF 1758.0.

From: Engineering Division

Initiated By: Public Works Department

Presented By: Paul Skubinna, Environmental Division Supervisor

Action Requested: Consider and approve Professional Services Agreement for OF 1758.0.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (approve/not approve) a Professional Services Agreement in the amount of \$187,868.00 to TD&H, for the Sewage Lift Station No. 1 River Crossing Feasibility Study, and authorize the City Manager to execute the agreement documents."

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

Staff Recommendation: Approve Professional Services Agreement.

Summary:

The City operates and maintains a wastewater collection and treatment system that provides service to an approximately 17-square mile area. The Sixth Street Pump Station (Lift Station No. 1) and its force main serve an area of approximately 6.8 square miles and delivers approximately one third (~3.5 million gallons per day) of the City's flow across the river to the waste water treatment plant. This agreement will retain TD&H to conduct a condition assessment of the existing force main; as well as a detailed and thorough evaluation of the available options to create redundancy and/or replace the aged wastewater conveyance infrastructure.

Background:

Purpose:

The existing Lift Station No. 1 force main was constructed in 1979 and is the only river crossing for this section of the City's sewer collection system. It was constructed under emergent conditions in response to a failure of the 1959-installed crossing. The failure of the 1959 crossing resulted in a protracted, direct, and uncontrolled discharge of untreated sewage to the Missouri River. If this type of event occurred today, it is expected the enforcement response from oversight agencies would be swift and stern. The

existing force main is intact, but has reached or exceeded its expected service life. Therefore, a new river crossing is necessary to maintain the integrity and function of the wastewater collection system. This Feasibility Study will include an evaluation of the existing lift station and force main and the feasibility and costs relating to constructing a new sanitary sewer river crossing from the Lift Station No. 1 across the Missouri River to the City's WWTP. The Study will include options for routing the proposed pipeline under the Missouri River as well as evaluating the feasibility of running a new sanitary sewer line utilizing existing road, bridge, and trail rights-of-way. Furthermore, the Study will also address connection options and details at the Pumping Station and the head works at the Waste Water Treatment Plant. Services will include evaluating construction options, conducting geo-technical evaluations, checking utility conflicts, investigating and assessing alignment options, and preparing construction cost estimates. Maps of the area are confidential and not subject to public disclosure under the provisions of Mont. Code Ann. Sec. 2-6-1002 and 1003, protecting the security of public facilities. The confidential maps can be provided by the City Clerk upon request from appropriate parties.

Workload Impacts:

TD&H will conduct a feasibility study to analyze design options, evaluate potential costs, and develop an engineering design solution based on the selected alternative. The Feasibility Study will include engineering evaluation based on standard engineering practice and geotechnical evaluation of potential routes. City Engineering will perform contract administration duties throughout the project. Veolia Water operational staff, as well as, City Engineering and WWTP oversight staff will help provide incremental direction and feedback to guide the Study activities.

Project Work Scope:

The Consultant's Professional Service Agreement includes the following tasks:

- a. Site Visits and Information Collection;
- b. Geotechnical Investigation;
- c. Hydrology and Hydraulics Investigation;
- d. Conceptual Design;
- e. Evaluate Existing Facilities and determine necessary modifications;
- f. Risk Evaluations associated with proposed alternatives; and
- g. Conclusions and Recommendations.

Evaluation and Selection Process:

The Request for Proposals (RFP) was advertised three times in the Great Falls Tribune. Six Proposals were received on May 29, 2020. The selection committee then reviewed, assessed and scored the RFP's and short listed four firms for interviews. Interviews were held, evaluated and scored on June 15 and 16. Subsequently, reference checks were made and the final total scoring tabulated. The TD&H proposal scored the highest by the Selection Committee. The attached score tabulation sheet summarizes the rankings of the RFPs that were received.

Conclusion:

City staff recommends approving the Agreement with TD&H, in the amount of \$187,868.00.

Fiscal Impact:

Sewer Treatment Funds have been programmed and budgeted for this project.

Alternatives:

The City Commission could vote to deny the Professional Services Agreement, request Staff look for other Consultant to perform the service, or cancel the project.

Concurrences:

Veolia Water, the City's wastewater treatment plant operations and maintenance contractor, recommends approval of the Agreement

Attachments/Exhibits:

RFP score tabulation sheet

Professional Services Agreement

PROFESSIONAL ENGINEERING SERVICES FOR FEASIBILITY STUDY AND ENGINEERING DESIGN FOR SEWAGE LIFT STATION NO. 1 SUPPLIMENTAL FORCEMAIN O.F. 1758.0

Proposal Evaluation Score Summary

	AE2S Terracon Bennett Trenchless	Burns \ McDonnell Morrison-Mairele Terracon	Great West Engineering HDR, Inc. Terta Tech
Average RFP Score	75.8	83.0	83.8
Interview Score	N/A	89.2	86.2
Total Points	75.8	172.2	170.0
	KLJ Big Sky Subsurface	Stantec Staheli Trenchless Technologies W.E.T.	Thomas Dean and Hoskins Brierley Associates GPD Consutling Engineers
Average RFP Score	73.8	83.3	86.3
Interview Score	N/A	81.0	87.6
Total Points	73.8	164.3	173.9

Selection Team:

James Young
Dana Audet

Paul Skubinna
Russell Brewer

Mike Judge

Date: 6/26/2020

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as “City,” and **Thomas Dean & Hoskins, Inc. (TD&H Engineering), 1800 River Drive North, Great Falls, MT 59401**, hereinafter referred to as “Consultant.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. Purpose: City agrees to hire Consultant as an independent contractor to perform for City services described in the Scope of Services attached hereto as Exhibit “A” and by this reference made a part hereof.

2. Term of Agreement: This Agreement is effective upon the date of its execution through **December 30, 2024**. Both parties reserve the right to cancel this Agreement by providing a written thirty (30) day notice to the other party. The parties may extend this agreement in writing prior to its termination.

3. Scope of Work: Consultant will perform the work and provide the services in accordance with the requirements of the Scope of Services.

4. Payment: City agrees to pay Consultant **One Hundred Eighty-Seven Thousand Eight Hundred Sixty-Eight Dollars (\$187,868.00)** on an **Hourly Not-to-Exceed basis plus expenses** for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

5. Independent Contractor Status: The parties agree that Consultant is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Consultant is not subject to the terms and provisions of the City’s personnel policies handbook and may not be considered a City employee for workers’ compensation or any other purpose. Consultant is not authorized to represent the City or otherwise bind the City in any dealings between Consultant and any third parties.

Consultant shall comply with the applicable requirements of the Workers’ Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Consultant shall maintain workers’ compensation coverage for all members and employees of Consultant’s business, except for those members who are exempted by law.

Consultant shall furnish the City with copies showing one of the following: **(1)** a binder for workers’ compensation coverage by an insurer licensed and authorized to provide workers’

compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

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

7. **Insurance:** Consultant shall purchase and maintain insurance coverage as set forth below. The insurance policy must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured and be written on a "primary—noncontributory basis, and on an occurrence, not a claims made basis." Consultant will provide the City with applicable additional insured endorsement documentation substantially similar or identical to the example set forth below. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI, as will protect the Consultant, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for a minimum of one (1) year following the date of expiration of Consultant's warranties. All insurance policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Consultant, City, and all other additional insureds to whom a certificate of insurance has been issued. All insurance documentation shall be in a form acceptable to the City.

Insurance Coverage at least in the following amounts is required:

1.	Commercial General Liability (bodily injury and property damage)	\$1,000,000 per occurrence \$2,000,000 aggregate
2.	Products and Completed Operations	\$2,000,000
3.	Automobile Liability	\$1,000,000 combined single limit
4.	Workers' Compensation	Not less than statutory limits
5.	Employers' Liability	\$1,000,000
6.	Professional Liability (E&O) (only if applicable)	\$1,000,000 per occurrence \$2,000,000 aggregate

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

Additional Insured Endorsement Example:

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

8. Professional Service: Consultant agrees that all services and work performed hereunder will be accomplished in a professional manner.

9. Compliance with Laws: Consultant agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. As applicable, Consultant agrees to purchase a City safety inspection certificate or special business license.

10. Nondiscrimination: Consultant agrees that all hiring by Consultant of 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.

11. Default and Termination: If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

12. Modification and Assignability: This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Consultant may not subcontract or assign Consultant's rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

13. Ownership and Publication of Materials: All reports, information, data, and other materials prepared by the Consultant pursuant to this Agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

14. Liaison: City's designated liaison with Consultant is **Russell Brewer** and Consultant's designated liaison with City is **Dustin Nett**.

15. Applicability: This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

16. Binding: This Agreement and all of the covenants hereof shall inure to the benefit and be binding upon the City of Great Falls and the Consultant respectively and their partners, successors, assigns and legal representatives. Neither the City nor the Consultant shall have the right to assign, transfer or sublet their interest or obligations hereunder without written consent of the other party.

17. **Amendments:** Any amendment or modification of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of the Agreement.

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

CITY OF GREAT FALLS, MONTANA

CONSULTANT

By _____
Gregory T. Doyon, City Manager

By _____

Date _____

Print Name _____

Title _____

Date _____

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

* APPROVED AS TO FORM:

By _____
Sara R. Sexe, City Attorney

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EXHIBIT “A”
City of Great Falls Sewage Lift Station No. 1 & Supplemental Forcemain
O.F. 1758.0
Feasibility Study & Forcemain Design
Scope of Services

INTRODUCTION AND PROJECT OBJECTIVES

The purpose of this the Feasibility Study is two-fold. The primary objective is to evaluate and recommend the most feasible construction method and route for a supplemental Missouri River forcemain crossing from the 6th Street Pump Station to the Great Falls Wastewater Treatment Plant. Concurrent with the utility corridor study, a cursory inspection and assessment of the 6th Street Lift Station condition and capacity will be completed. The lift station evaluation will emphasize pump capacity and configuration, operating scenarios, functionality, and station hydraulics. In addition to pumping systems, supplemental or replacement screening equipment will be evaluated to improve operator safety and debris removal redundancy.

The analysis will reference available facility records and previously completed investigations, including the 2017 River Crossing Route Evaluation and lift station assessment published in the 2018 Wastewater Facility Plan Update. A limit of eight (8) alternatives/sub-alternatives will be considered in the study. Route and construction methods will include three HDD constructed, two bridge supported, one each by pipe bursting or river trenching, and finally, a gravity flow option. In addition to horizontal alignments, a conceptual plan and profile exhibit will illustrate physical and administrative obstacles along with construction method constraints for the recommended forcemain alignment.

Fieldwork to support the study will include exposing and inspecting the existing 1959 and 1979 forcemain pipes at the north end, between the WWTP perimeter fence and riverbank. TD&H surveyors will place a lathe identifying the approximate pipe locations based on review of As-built drawings and any additional records provided by the City. City hydrovac crews are expected to locate each pipe surface following the staking. Similar inspections along the south bank may be completed at the City’s request; however, excavations are likely to extend 17’+ below grade and 8’+ below the river surface elevation. As a result, sheet pile shoring, dewatering, and associated permitting, at a significant cost, should be expected. As indicated during the preliminary scoping meeting, TD&H will hire a contractor, in lieu of City crews, to excavate, backfill, and compact, repair surface damage, and clean up the site. At the excavated location, non-destructive testing of the exterior pipe surface will be performed on the 1979 forcemain to estimate the remaining pipe wall thickness for comparison to original conditions. In addition, pipe integrity testing technologies for internal inspection of active pipes will be researched. Logistics, feasibility and costs of applicable techniques will be summarized for City consideration.

As an abandoned pipe, the 1959 forcemain can be damaged to inspect the interior condition. To assess the worthiness for pipe bursting, wall thickness is less valuable; however, it can be beneficial for final design and, therefore, will be recorded. Of greater importance is pipe continuity throughout the profile. The contractor will saw cut and remove an approximately 5-foot pipe section for City CCTV equipment access. A TD&H field technician will monitor the televising operation and prepare a brief inspection report summarizing daily activities and initial findings. Considering the City camera system limitations and likelihood of a hydraulic connection to the

river surface, a review meeting will be scheduled following TV inspection. Preliminary TV results and cost vs. benefit of further investigations will be deliberated at the project meeting. Additional condition inspection services may be negotiated pending the meeting decisions.

A total of six borings are proposed to investigate depth to bedrock, one at each end of the preliminary HDD alignments. Boring depths will extend to 40' or rock refusal, whichever is first encountered. Geotechnical research will be referenced to prepare mapping of the estimated bedrock surface within each route alternative. Rock surface predictions will provide a basis for constructability considerations.

Field investigations will provide data to support the sizing and comparison of forcemain installation methods and alignment. Additional engineering tasks for selecting the most appropriate improvements to address 6th Street Lift Station Sanitary Sewer Overflow (SSO) events and forcemain vulnerability are presented in the detailed scope of services below.

Surveying, comprehensive geotechnical investigations, preliminary and final design services are excluded from the Feasibility Study Phase. These services will be negotiated upon the final selection of crossing construction method and route.

The following Scope of Services identifies specific project activities, deliverables and clarifications:

ENGINEERING SCOPE OF SERVICES

Task 1.0 – Feasibility Study

- 1.1 Project Management & Controls
- 1.2 Project Scoping & Interim Progress Meetings
 - 1.2.1 Confirm number & location of proposed alternatives
 - 1.2.2 Confirm existing pipe and lift station condition inspection activities
- 1.3 Collect & Review Existing Records
- 1.4 1959 CI Forcemain Pipe Condition Investigation¹
 - 1.4.1 Stake assumed pipe location
 - 1.4.2 Excavate/expose pipe to invert depth
 - 1.4.3 Visually inspect pipe condition for damage/joint deterioration
 - 1.4.4 Remove 5' pipe section for City TV inspection
 - 1.4.5 Measure and record pipe wall thickness
 - 1.4.6 Monitor CCTV activities & prepare inspection report
 - 1.4.7 Prepare technical memorandum summarizing initial findings
- 1.5 1979 DI Forcemain Pipe Condition Investigation¹
 - 1.5.1 Stake assumed pipe location
 - 1.5.2 Excavate/expose pipe to invert depth
 - 1.5.3 Visually inspect pipe condition for damage/joint deterioration
 - 1.5.4 Conduct non-destructive testing on pipe exterior to estimate remaining wall thickness vs original conditions @ exposed pipe location
 - 1.5.5 Research active pipe interior testing/inspection technologies, logistics and costs for 1979 Forcemain
 - 1.5.6 Prepare technical memorandum summarizing initial findings
 - 1.5.7 Review meeting to determine further 1959 and 1979 pipe investigation efforts

- 1.6 6th Street Lift Station Condition Assessment²
 - 1.6.1 Initial site visit & interviews with Veolia staff
 - 1.6.2 Structural inspection of visible concrete surfaces
 - 1.6.3 Visual inspection, records review & load capacity of major electrical equipment & control systems
 - a.) MCC's, VFD's, Motors, Automatic and Manual Transfer Switches, Electrical Panels and Switchboards
 - b.) Physical condition & replacement part availability
 - c.) Electrical capacity for existing and future loads, both utility and emergency sources
 - d.) Review existing PLC, control devices & SCADA with Veolia & identify deficiencies
 - 1.6.4 Visual inspection of pumps and associated piping, fittings & valves
 - 1.6.5 Record nameplate data and visible features on a form consistent with City and Veolia nomenclature
 - 1.6.6 Cursory screenings equipment & operation assessment
 - a.) Identify O&M safety concerns
 - b.) Review functionality & effectiveness
 - c.) Interview Veolia staff to request preferences and establish design parameters for screening improvements
 - d.) Review existing structure configuration and dimensions, prepare plan and section figures & identify potential locations for replacement or supplemental screening equipment
 - e.) Contact equipment manufacturers to identify models, components, features, etc. with the potential to address City operational criteria and site constraints
 - f.) Prepare plan & section figures illustrating potential screening improvements
 - 1.6.7 Prepare technical memorandum summarizing findings
- 1.7 Floodplain, Wetlands & Waters of the U.S. Permitting Confirmation
- 1.8 Cursory River Scour & Flooding Review
- 1.9 Existing Utility Research & Owner Contacts
- 1.10 Land Acquisition/ROW/DNRC Landuse Easement Research
- 1.11 Geology & Soil Conditions
 - 1.11.1 Research and summarize available geological data
 - 1.11.2 Finalize locations for 6 total bore holes
 - 1.11.3 Coordinate/schedule utility locates
 - 1.11.4 Coordinate site access – City & Veolia
 - 1.11.5 Drill 6" diameter bore hole to shallower depth of 40' or rock refusal & backfill with bentonite chips/native cuttings
 - 1.11.6 Prepare bore logs identifying soil strata, visual classification and depth to groundwater
 - 1.11.7 Store soil samples a maximum of 12 months in for future laboratory testing
 - 1.11.8 Prepare approximate depth to bedrock mapping at periodic locations throughout the study area

- 1.12 Historical and Environmental Site Characteristics Research
 - 1.12.1 Contact SHPO, MDEQ database research & City project review. Excludes field investigations

- 1.13 Construction Methods & Pipe Material Evaluation
 - 1.13.1 Trenching
 - 1.13.2 Bridge Support
 - a.) Research MDT design standards
 - b.) Discuss project with MDT Bridge Bureau
 - c.) Determine flood heights and navigable passage clear heights. Coordinate with emergency/rescue agencies.
 - d.) Obtain and review bridge construction records, shop drawings, site specific design standards, and constraints
 - e.) Evaluate pipe material, joint, fitting, and insulation options
 - f.) 9th Street Bridge
 - i. Analyze existing 9th Street bridge structure and load rating
 - ii. Develop concept level plan for supporting pipe from bridge superstructure
 - h.) 10th Street Bridge⁶
 - i. Request existing drawings, inspection records, structural evaluation reports, etc. from Preservation Cascade, Inc.
 - ii. Review existing data; prepare brief scope of work & cost to complete load rating analysis for surface installation of forcemain pipe
 - iii. Summarize feasibility of gravity discharge into 36" sanitary interceptor
 - iv. Review existing as-built drawings and identify 9th Street Bridge perpendicular crossing conflicts
 - v. Review meeting to determine further 10th Street Bridge analysis efforts
 - 1.13.3 Bore & Jack
 - 1.13.4 Horizontal Directional Drilling (HDD)
 - 1.13.5 Pipe Bursting

- 1.14 Alternative Screening
 - 1.14.1 Identify prohibitive conditions
 - a.) Cost
 - b.) Schedule
 - c.) Regulatory/Governmental
 - 1.14.2 Eliminate impractical alternatives

- 1.15 6th Street Lift Station Hydraulic Modeling & Operational Scheme Evaluation
 - 1.15.1 Complete drawdown tests for individual pumps to confirm capacity, efficiency & performance
 - a.) Record motor voltage and amperage readings⁷
 - 1.15.2 Summarize current pump and station ratings
 - 1.15.3 Establish design flow and operating scenarios
 - 1.15.4 Prepare existing system WaterCAD model
 - a.) Incorporate pump curves, pipe/fittings, valves, suction and discharge configuration, wet-well volumes
 - 1.15.5 Calibrate existing conditions model
 - 1.15.6 Analyze system hydraulics for multiple pump combinations and flow conditions
 - 1.15.7 Publish standard software hydraulic reports
 - 1.15.8 Identify operational, control or monitoring/recording modifications that may improve station functionality

- 1.16 Forcemain Crossing Alternatives
 - 1.16.1 6th Street Lift Station Hydraulics
 - a.) Evaluate wet-well volume
 - b.) Estimate storage volume required to prevent 2018 SSO event
 - c.) Minimum Velocity Considerations
 - d.) Peak Design Flow Impacts
 - e.) Recommended Forcemain Diameter
 - 1.16.2 WWTP Impacts
 - 1.16.3 Environmental Considerations
 - 1.16.4 Land Requirements
 - 1.16.5 Constructability/Risk Assessment
 - a.) Pipe material & staging
 - b.) Utility conflicts
 - c.) Soil/groundwater contamination & archaeological conditions
 - d.) WWTP & 6th St. Lift Station end connections
 - e.) Soil conditions & geology
 - f.) Bridge loading complexities
- 1.17 Alternative Evaluation
 - 1.17.1 Establish evaluation criteria
 - a.) Prepare technical memorandum
 - b.) Review meeting to approve ranking factors & weighting
 - 1.17.2 Alternative comparison matrix
 - 1.17.3 Project selection
- 1.18 Draft Forcemain Crossing Feasibility Study
- 1.19 Quality Control Review
- 1.20 Feasibility Study Review Meeting
- 1.21 Address City & Veolia Review Comments
- 1.22 Final MDEQ Design Standards & Constructability QC Review
- 1.23 Final Forcemain Crossing Feasibility Study
- 1.24 Miscellaneous Engineering Services

DELIVERABLES AND ESTIMATED SUBMITTAL SCHEDULE (NTP DATE OF AUGUST 12, 2020)

1. 1959 Forcemain Condition Technical Memorandum	October 1, 2020
2. 1979 Forcemain Condition Technical Memorandum	October 1, 2020
3. 6 th Street Lift Station Individual Component Inspection Records	October 30, 2020
4. 6 th Street Lift Station Condition Assessment Technical Memorandum	November 30, 2020
5. Route Evaluation Criteria Technical Memorandum	December 30, 2020
6. Draft Feasibility Study	February 1, 2021
7. Final Feasibility Study	March 31, 2021

CLARIFICATIONS & DISCLAIMERS

1. Pipe exposure activities include contractor equipment, labor, insurance, etc. for excavation, saw cut/remove pipe section, backfill, compaction, topsoil/sod, irrigation restoration, and miscellaneous cleanup. Contractor and/or engineering services not specifically identified in the Scope of Services shall be negotiated upon completion of the initial investigation.
2. Code, regulatory standards, HVAC systems, power and lighting, industrial hygiene, plumbing, control device, and all other components, features, and facility deficiencies not identified in the Scope of Services are excluded.
3. City will provide hydrovac excavation to locate forcemain pipe in two locations (north of Missouri River)
4. City will provide CCTV services for 1959 forcemain inspection
5. City will provide traffic control for all field investigations impacting local vehicle and pedestrian travel.
6. Load rating analysis and detailed evaluation for 10th Street Bridge to be determined following Task 1.13.2.
7. Includes hiring and electrician to assist with voltage and amperage readings during pump drawdown tests.
8. Technical memoranda shall be incorporated into the Feasibility Study Report as Appendices
9. CPT testing may be performed to locate bedrock surface at depths greater than 40', however, this is not anticipated within the project area
10. A drone image survey of the entire project area, including preliminary route alternatives, to collect current surface appearance & topographic data may be completed for \$3,800. If approved, data point files for topography would be stored for future processing.

EXHIBIT 'B1' - ENGINEERING FEE ESTIMATE
Feasibility Study of Sewage Lift Station No. 1 - Supplemental Foreman O.F. 1758.0
 City of Great Falls
 August 3, 2020

FEASIBILITY STUDY PHASE – SCOPE & FEES		TD&H ENGINEERING															GPD		BRIERLEY			Total					
Task No.	Task	Principal (Wade)	Engineer VI (Dustin)	Engineer IV (Camille)	Engineer III (Nate)	Engineer II (Nicole)	Production Manager (Cindy)	CAD Manager (Curt)	Geotechnical Engineer V (Peter)	Geotechnical Engineer IV (Craig)	Engineer I (Bill)	Engineer I (Laura)	IH/Environmental Tech II (Katie)	Bridge/Structural Engineer V (Kevin M.)	Engineer V (Mike K.)	Senior Construction Representative (Chad M.)	Project Surveyor (Kevin)	Brad Kauffman	Carl Thrasher	Labor Cost per Task	Mileage (miles)	Brierley Subconsultant Fees	Direct Expenses & Subcontractor	Reimbursable Costs	Total Task Cost		
1.1	Project Management & Controls	4	40		4		12											16		\$ 11,020	80	\$ 500	\$ 500	\$ 1,306	\$ 12,326		
1.2	Project Scoping and Interim Progress Meetings	4	20	4	8		4	4							4	2		8		\$ 8,314	80	\$ 500	\$ 100	\$ 806	\$ 9,120		
1.3	Collect & Review Existing Records		2		2	6		2		2										\$ 1,682	24			\$ 17	\$ 1,699		
1.4	1959 CI Forcemain Condition Investigation ²		4		12	6	2	1							4		4			\$ 4,026	40		\$ 4,000	\$ 4,028	\$ 8,054		
1.5	1979 DI Forcemain Condition Investigation ²		4		12	6	2	1	8						4		4			\$ 5,258	40		\$ 4,000	\$ 4,028	\$ 9,286		
1.6	6" Street Lift Station Condition Assessment	2	8	6	16	8	2	12						8	2			24	8	\$ 12,254	40		\$ 250	\$ 670	\$ 12,924		
1.7	Floodplain, Wetlands & Waters of the U.S. Permitting Confirmation		1	2				2				8	8							\$ 2,170			\$ 100	\$ 100	\$ 2,270		
1.8	Cursory River Scour & Flooding Review		1	4	4			4		2										\$ 1,902		\$ 500		\$ 550	\$ 2,452		
1.9	Existing Utility Research & Owner Contacts		1			4		2												\$ 798	16			\$ 11	\$ 809		
1.10	Land Acquisition/ROW/DNRC Landuse Easement Research		1		4	4		2												\$ 1,278	16		\$ 200	\$ 211	\$ 1,489		
1.11	Geology & Soil Conditions		2				1	2	4	60	30									\$ 12,269	40	\$ 2,000	\$ 6,000	\$ 8,228	\$ 20,497		
1.12	Historical and Environmental Site Characteristics Research		4						4				8							\$ 2,032			\$ 100	\$ 100	\$ 2,132		
1.13	Construction Methods & Pipe Material Evaluation		8	16	24	12		24						40	8	4				\$ 18,176		\$ 2,500	\$ 100	\$ 2,850	\$ 21,026		
1.14	Alternatives Screening		8	8	16	4									2					\$ 5,056		\$ 1,000		\$ 1,100	\$ 6,156		
1.15	6" Street Lift Station Hydraulic Modeling & Operational Scheme Evaluation		4	12	24	4												4	2	\$ 6,318	24		\$ 800	\$ 890	\$ 7,208		
1.16	Forcemain Crossing Alternatives		8	16	24	12		24		2				4	8	4				\$ 12,904		\$ 1,000		\$ 1,100	\$ 14,004		
1.17	Alternative Evaluation		4	8	16	4	2	8												\$ 5,146		\$ 2,000		\$ 2,200	\$ 7,346		
1.18	Draft Forcemain Crossing Feasibility Study	2	4	8	16	8	4	8		2				1	2	1				\$ 7,009		\$ 500	\$ 500	\$ 1,050	\$ 8,059		
1.19	Quality Control Review	4	4												4					\$ 2,088		\$ 500		\$ 550	\$ 2,638		
1.20	Feasibility Study Review Meeting		4		6		1	1												\$ 1,585	16	\$ 500	\$ 250	\$ 811	\$ 2,396		
1.21	Address City & Veolia Review Comments		2	4	8	4		4						1		1				\$ 2,973				\$ -	\$ 2,973		
1.22	Final MDEQ Design Standards & Constructability QC Review	3													4					\$ 1,222		\$ 500		\$ 550	\$ 1,772		
1.23	Final Forcemain Crossing Feasibility Study		4	4	8	4	2	12												\$ 4,082		\$ 1,500	\$ 500	\$ 2,150	\$ 6,232		
1.24	Miscellaneous Engineering Services																						\$ 25,000		\$ 25,000	\$ 25,000	
Total		19	138	92	204	86	32	113	16	68	30	8	16	54	42	12	8	52	10		416	N/A	N/A	Reimbursables			
Rate		\$ 202	\$ 166	\$ 136	\$ 120	\$ 103	\$ 91	\$ 110	\$ 154	\$ 136	\$ 95	\$ 95	\$ 94	\$ 154	\$ 154	\$ 131	\$ 99	\$ 125	\$ 115	Labor Cost	\$ 0.70	N/A	N/A	Cost			
Labor Cost		\$ 3,838	\$ 22,908	\$ 12,512	\$ 24,480	\$ 8,858	\$ 2,912	\$ 12,430	\$ 2,464	\$ 9,248	\$ 2,850	\$ 760	\$ 1,504	\$ 8,316	\$ 6,468	\$ 1,572	\$ 792	\$ 6,500	\$ 1,150	\$ 129,562	\$ 291	\$ 13,500	\$ 42,400	\$ 58,306			
Notes:		(1) Direct expenses include: TD&H Drill Rig, GPS Survey Equipment, Office Supplies, Drone Equipment & Subcontractor Costs																							Phase Total		\$ 187,868
		(2) Fee estimate assumes City Utility & Street Department provide exploratory excavation, CCTV inspection & traffic control. Subcontractor excavation to expose pipe provided by TD&H.																									

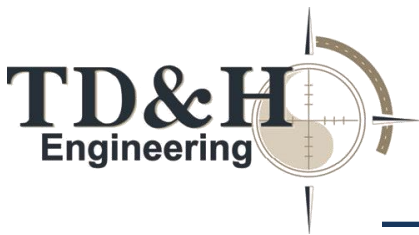


EXHIBIT 'B2' - TD&H 2020 RATE SCHEDULE

2020 RATE SCHEDULE

Fee Compensation

TD&H's hourly billing rates for 2020 are provided in the adjacent table. We invoice for services rendered to a project to the nearest half hour.

Direct project costs will be invoiced at cost plus 10%. Examples of these costs include airfare, ground transportation, lodging, meals, shipping and express mail, outside reproduction services, and other direct costs required for the project.

Outside contract services including subconsultants, subcontractors and drilling services will be invoiced at cost plus 10% to cover additional insurance and administrative fees.

DESCRIPTION	HOURLY RATE	
AA	Administrative Assistant	\$ 61.00
AM	Administrative Manager	\$ 91.00
GA	Grant Administrator	\$ 87.00
LS1	Surveyor's Assistant	\$ 66.00
LS2	Surveyor	\$ 74.00
LS3	Survey Party Chief	\$ 90.00
LS4	Project Surveyor	\$ 99.00
LS5	Registered Land Surveyor	\$ 119.00
IH1	Industrial Hygiene Technician I	\$ 74.00
IH2	Industrial Hygiene Technician II	\$ 94.00
ENVS	Environmental Scientist	\$ 100.00
LT1	Lab Technician I	\$ 66.00
LT2	Lab Technician II	\$ 75.00
CR1	Construction Representative I	\$ 87.00
CR2	Construction Representative II	\$ 103.00
RPR3	Resident Project Representative III	\$ 110.00
RPRSR	Resident Project Representative Sr.	\$ 131.00
LA	Landscape Architect	\$ 110.00
LP	Land Planner	\$ 146.00
CLS	CMT Lab Supervisor	\$ 110.00
CD1	CAD Designer I	\$ 76.00
GC	GIS/CAD Specialist	\$ 90.00
CD2	CAD Designer II	\$ 96.00
CD3	CAD Manager	\$ 110.00
ET	Engineering Technician	\$ 110.00
E1	Engineer I	\$ 95.00
E2	Engineer II	\$ 103.00
E3	Engineer III	\$ 120.00
E4	Engineer IV	\$ 136.00
E5	Engineer V	\$ 154.00
E6	Engineer VI	\$ 166.00
P	Principal	\$ 202.00
DCT	Deposition & Court Testimony	\$ 329.00

DIRECT REIMBURSABLES			
Vehicle Use: Passenger Vehicle Mileage	\$0.70/mile	Survey – Robotic Total Station	
Heavy Duty Vehicle Mileage	\$1.00/mile	Hourly Rate:	\$30.00
Survey – Global Positioning		Survey – Total Station with Data Collector	
Monthly:	\$5,000.00	Monthly:	\$1,200.00
Weekly Rate:	\$1650.00	Weekly Rate:	\$320.00
Daily Rate:	\$500.00	Daily Rate:	\$100.00
Hourly Rate:	\$80.00	Hourly Rate:	\$20.00
Minimum Charge	\$160.00	CAD Plotter (In-house)	
Reproduction		Xerox; Black and White	\$0.30/SF
Color Laser Printing	\$0.70/page	Bond	\$0.90/SF
Copy Machine	\$0.10/page	Mylar	\$3.00/SF
NOTES: 1) Construction Materials Testing per Separate Fee Schedule. *See Materials Testing Fee Schedule for Additional Information			
2) Overtime work (above 40 hours per week, or weekends) increase hourly rates by 25%, or per quotation.			
3) Annual rate adjustments occur in January of each year and typically range from 3% to 4%.			



Commission Meeting Date: August 18, 2020
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Construction Final Pay: Septage Receiving Station, OF 1731.1
From: Engineering Division
Initiated By: Public Works Department
Presented By: Paul Skubinna, Environmental Division Supervisor
Action Requested: Consider and Approve Final Pay Request

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (approve/not approve) the final payment for the Septage Receiving Station project, to Ed Boland Construction in the amount of \$23,598.62 and \$238.37 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.”

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

Staff Recommendation: Approve the final payment.

Summary:

This project constructed a facility so the local Trucked and Hauled Waste (THW) Sector can dispose of domestic waste in a more secure, sanitary and closely monitored manner.

Background:

Three bids were received and opened for this project on May 8, 2019. Ed Boland Construction submitted the low bid of \$433,950.00. The City Commission awarded the project to Boland Construction on May 21, 2019.

The Environmental Protection Agencies’ (EPA) 2015 audit of the City’s Industrial Pretreatment Program indicated the Trucked and Hauled Waste (THW) Sector Control Program needed additional development in order to protect the City’s Waste Water Treatment Plant (WWTP).

The project was needed to comply with both EPA and MDEQ regulations to provide a safer more accurate way to account for and handle waste delivery by septic haulers.

HDR Engineering designed the project while HDR and Public Works Department staff provided project administration and inspection.

The final project cost is \$433,950.00.

Boland Construction has completed all work and punch list items. The city can accept the project and execute Final Payment. The two-year warranty period began at the time of substantial completion, which was May 12, 2020.

Fiscal Impact:

This project was programmed and budgeted through the Sanitary Sewer Treatment Fund.

Alternatives:

The City Commission could vote to deny the final payment.

Concurrences:

Veolia Inc. concurs that the City can accept the project and execute the final payment.

Attachments/Exhibits:

Final Pay Request

Vicinity Map

Ed Boland Construction Inc. Application for Payment No. 007 Revised FINAL

Owner:	City of Great Falls, Montana	Application Period:	3-1-2020 thru 6/12/2020
Contractor:	Ed Boland Construction, Inc.	Application Date:	June 12, 2020
Project:	Great Falls Septage Receiving Station	Date of Contract:	August 9, 2019
Engineer's Project No.:	PW351901	Engineer:	HDR Engineering, Ken Demmons

Contract Change Order Summary

Number	Approval Date	Additions	Amount	Deductions	
C/O 001	29-Oct-19	\$10,000.00		\$775.20	1. ORIGINAL CONTRACT PRICE..... \$ 4433,950.00
C/O 002	29-Oct-19			\$3,633.95	2. Net change by Change Orders..... \$
C/O 003	29-Oct-19			\$375.00	3. CURRENT CONTRACT PRICE (Line 1 ± 2)..... \$ 4433,950.00
C/O 004	22-Nov-19			\$1,138.75	4. Work Completed to Date..... \$
C/O 005	Cancelled				5. Stored Materials..... \$
C/O 006	22-Nov-19			\$3,900.00	6. SUBTOTAL (Lines 4 + 5)..... \$ 4433,950.00
C/O 007	5-Aug-20			\$177.10	7. Retainage (Final 0%)..... \$
					8. PREVIOUS PAYMENTS (Line 8+9 from prior Applications)..... \$ 4410,113.01
					9. GROSS AMOUNT DUE (Line 6 - 7 - 8)..... \$ 23,836.99
					10. 1% MT Gross Receipts Tax (1% x Line 9)..... \$ 238.37
					NET AMOUNT DUE THIS APPLICATION (Line 9 - 10)..... \$ 23,598.62
TOTALS		\$10,000.00		\$10,000.00	

CONTRACTORS CERTIFICATION

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (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 Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Ed Boland Construction

By:  Herb MacNeeley, Project Manager

Date: 6/12/2020

APPROVED BY OWNER

Owner: City of Great Falls, Montana

By: _____

Date: _____

ENGINEER'S CERTIFICATION

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Engineer: 

By: Ken Demmons

Date: August 5, 2020

ACCEPTED BY AGENCY

The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.

By: 

Title: Civil Engineer

Date: August 5, 2020





Commission Meeting Date: August 18, 2020
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Water Meter Equipment Purchases for Fiscal Year 2021

From: Utilities Division

Initiated By: Public Works Department

Presented By: Paul Skubinna, Environmental Manager

Action Requested: Approve Purchase

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the purchase of water meter equipment for the 2021 Fiscal Year from Ferguson Enterprises, Inc. in an amount not to exceed \$230,000.”

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

Staff Recommendation: Staff recommends the Commission approve the purchase of water meter equipment.

Background:

Significant Impacts

There are approximately 22,000 water meters within the City Water Distribution System. We have replaced the majority of our smaller meters that were not compatible with our radio read system. We are now working on replacing our larger meters (2” to 8”) and installing MXUs (radio read equipment) on the remaining meters. Currently, there are approximately 7,400 radio reads installed in the city.

Purpose

The purpose of this annual purchase is to continue replacing manual read meters with the MXU system to make meter reading safer, more accurate, more efficient, and, to comply with Lead Free regulatory standards.

Project Work Scope

In Fiscal Year 2020, staff purchased \$213,000 worth of radio read equipment, new meters, meter parts and installation equipment from Ferguson Enterprises, Inc.

In Fiscal Year 2021, staff proposes to purchase radio read equipment, new meters, meter parts and installation equipment from Ferguson Enterprises, Inc. totaling approximately \$230,000.

Our plan for the upcoming 2 to 3 years is to replace the approximately fifty 2” and larger meters in our system that are incompatible with our remote read system. Currently, to read each of the manual read meters, City staff must enter every property and manually read the numbers off the meter. Manually reading the meter introduces an opportunity for inaccurate readings, and entering private property is a potential safety hazard and a time consuming process, as well as, inconvenient for the property owner.

Finally, EPA has changed the definition of “Lead Free” from 8.0% to 0.25% of lead in brass. The majority of our meters are brass, which means when they need maintenance (stuck, broken, etc.), we are not allowed to rebuild them. We must install a new 0.25% “Lead Free” meter or an “I-Perl” meter (composite/plastic material).

Evaluation and Selection Process

Ferguson Enterprises, Inc. is the sole distributor of compatible parts and equipment for the City’s metering system. Due to compatibility issues with different equipment, supplies, and suppliers, staff proposes to continue to purchase equipment from Ferguson.

Fiscal Impact:

Water meter equipment and supply purchases are programmed and budgeted on an annual basis in the Public Works Water Distribution Division fund.

Alternatives:

The City Commission could vote to deny purchases.



Commission Meeting Date: August 18, 2020

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10364 and Resolution 10365 – Request from the Downtown Development Partnership (DDP) to use Downtown Urban Renewal District Tax Increment Financing (TIF) funds to assist with the cost of DDP operations

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

Initiated By: Downtown Development Partnership (DDP)

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

Action Requested: Adopt Resolution 10364 and Resolution 10365 to allow the use of up to \$12,000 per year in Downtown Urban Renewal District Tax Increment Financing funds to assist DDP operating costs for Fiscal year 2020 and 2021

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:
 - a. “I move that the City Commission (adopt/deny) Resolution 10364 to allow the use of up to \$12,000 in Downtown Urban Renewal District Tax Increment Financing Funds for the DDP for Fiscal year 2020.”
 - b. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
2. Commissioner moves:
 - a. “I move that the City Commission (adopt/deny) Resolution 10365 to allow the use of up to \$12,000 in Downtown Urban Renewal District Tax Increment Financing Funds for the DDP for Fiscal year 2021.”
 - b. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends adoption of Resolution 10364 and 10365 with the exception of the requested reimbursement for general liability and directors/officers insurance.

Summary: The Downtown Development Partnership of Great Falls (DDP) serves as the coordinating body for downtown development. DDP members include NeighborWorks Great Falls, the Great Falls Development Authority, the Great Falls Business Improvement District, the Downtown Great Falls Association, the City of Great Falls, Great Falls Public Schools, the Great Falls Area Chamber of Commerce, Neighborhood Council #7, the City of Great Falls Parking Advisory Commission and Historic Preservation Advisory Commission, Cascade County, and other downtown advocates. The DDP considers proposals and makes recommendations to the City Commission for Downtown Urban Renewal District TIF requests. For final action, the City Commission reviews the DDP recommendation and approves or rejects TIF funding requests. In this case, the DDP is not the recommending party, but rather the applicant for TIF funds. The request for TIF funding was approved and documented in the minutes of the April 22, 2020 meeting of the Downtown Development Partnership.

Applicant’s Request: The application requests approximately \$12,000 per year to support operations in fiscal years 2020 and 2021. The DDP states the City’s investment will be matched by over \$8,500 per year in partner contributions. The TIF request will enable the DDP to invest partner contributions toward important downtown revitalization projects, including \$6,500 toward the Great Falls Wayfinding Plan, \$5,590 for downtown promotion in the Great Falls Livability digital magazine and on Livability.com, and \$2,500 for downtown traffic box art.

Specifically, TIF funds are requested for the following expense categories, with the understanding that annual expenses will be capped at \$12,000:

<i>General liability and directors/officers insurance policy:</i>	\$1,300
<i>National Main Street Center Membership:</i>	\$375
<i>International Downtown Association Membership:</i>	\$500
<i>Hosting, maintenance and additional content to the Explore Downtown website</i>	\$2,500
<i>Registration and travel subsidies for:</i>	
<i>National Main Street Center and International Downtown Association webinars:</i>	\$500
<i>Montana Main Street Annual Conference:</i>	\$500
<i>National Main Street Annual Conference:</i>	\$4,800
<i>International Downtown Association Annual Conference:</i>	<u>\$2,400</u>
	<i>Total</i> \$12,875

All of the requested expenses listed above, with the exception of the General Liability and Directors/Officers Insurance Policy, are valid expenses that will benefit the well-being of the Downtown Urban Renewal District. Although reimbursement for liability insurance has been previously approved for the DDP during FY 2018 and FY 2019, the City’s outside TIF Legal Counsel has identified that the request does not have a direct linkage to revitalization of the Downtown Urban Renewal District. Therefore, staff has to recommend exclusion of liability insurance as an eligible expense.

Previous DDP Requests:

FY 2019 - The City Commission awarded the DDP \$5,000 from the Downtown TIF District. The TIF funds enabled the DDP to use partner contributions to invest \$1,608 in the traffic box signal project and \$2,000 in the pedlet program. The DDP expended all of the TIF funds and additional partner contributions on the following operational expenses for FY 2019:

<i>Insurance policy:</i>	\$1,178
<i>Website maintenance:</i>	\$200
<i>Montana Downtown Conference:</i>	\$1,000
<i>International Downtown Association Membership:</i>	\$335
<i>National Main Street Conference:</i>	<u>\$4,500</u>
<i>Total</i>	<i>\$7,213</i>

FY 2018 - The City Commission awarded the DDP \$10,000 from the Downtown TIF District. The TIF funds enabled the DDP to use partner contributions to invest in other projects that help implement the City’s Downtown Master Plan, including \$1,896 in expanding the Business Improvement District’s traffic signal art project. The DDP expended \$9,088 of the TIF funds on the following operational expenses for FY 2018:

<i>Insurance policy:</i>	\$1,328
<i>Creation of the Explore Downtown website:</i>	\$4,800
<i>National Main Street Program Membership:</i>	\$350
<i>National Main Street Conference:</i>	<u>\$2,610</u>
<i>Total</i>	<i>\$9,088</i>

Montana TIF Regulations: Creation and administration of Tax Increment Financing (TIF) Districts is governed by the Montana State Urban Renewal statutes. (Title 7, Chapter 15, Parts 42 and 43, MCA). The applicant has requested TIF funds under the following provisions:

7-15-4288. Costs that may be paid by the tax increment financing. The tax increments may be used by the local government to pay the following costs of or incurred in connection with an urban renewal area or targeted economic development district as identified in the urban renewal plan or targeted economic development district comprehensive development plan:

- (7) Administrative costs associated with the management of the urban renewal area or targeted economic development district;*

Consistency with State Statute: In 2012, the City Commission adopted Ordinance 3088 to adopt the Downtown Urban Renewal Plan (DURP) which provides guidance to identify projects that are eligible for the expenditure of TIF funds. The DURP references the Downtown Master Plan (DMP), which outlines 82 strategies to provide a comprehensive framework for the redevelopment of the downtown core. Of those strategies, the applicant’s TIF funding request for operational costs fulfills the DMP goal to identify and support an organization to lead and champion Downtown revitalization. The DDP was created to fill this role and has been successful in fostering new development and redevelopment downtown and implementing the goals, objectives and strategies identified in the DMP. As a result, the applicant’s request is in compliance with MCA 7-15-4288 (7) - Administrative Costs.

Consistency with Local Criteria: To aid in the local evaluation of TIF funding requests, the City’s Application and Process for Tax Increment Financing Funds establishes twelve specific criteria to be considered in assessing the merits of a project in relation to the Downtown Urban Renewal Plan. Staff finds that the applicant’s request fulfills Criteria 6 and 8 set forth in the City of Great Falls Application and Process for Tax Increment Financing Funds.

Criteria for Review:

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

Staff Commentary: Unlike in the City’s other TIF districts, the DDP provides invaluable partner assistance to the City in implementing the goals and projects contained within the adopted Downtown Urban Renewal Plan. Providing a small amount of annual funding to the DDP is a unique opportunity not found in other TIF districts to support a partner organization to implement revitalization efforts that clearly benefit the City as well as larger community as a whole.

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

Staff Commentary: As noted in the applicant’s request, the DDP has very limited funding options to support the organization’s operational expenses. The DDP prefers to use grant funding for projects that have an impact on the physical development of downtown. As a result, it makes sense to augment member dues with a small amount of TIF funding to cover organizational expenses such as memberships, training, and web site development.

Conclusion and Determination of Appropriateness: As outlined in the sections above, the proposed request from DDP, with the exception of insurance reimbursement, is eligible for TIF funding according to Montana Code Annotated (MCA) 7-15-4288(7). Additionally, the request aligns with the strategies listed within the Downtown Urban Renewal Plan (DURP) and Downtown Master Plan (DMP), and fulfills Criteria 6 and 8 set forth in the City of Great Falls Application and Process for Tax Increment Financing Funds. Covering the requested expenses with the requested TIF funds allows the DDP to invest most of its partner contributions towards downtown revitalization projects identified within their application and within the Downtown Master Plan (DMP).

Fiscal Impact: The City’s Downtown TIF fund has a current cash balance of \$1,689,837.52. As a result, there is clearly adequate funding in the TIF district to fulfill the request.

Alternatives: The City Commission could vote to deny the TIF expenditures or approve a lesser amount.

Concurrences: Representatives from the City’s Legal Department as well as the City’s outside Legal Counsel have determined the request to be eligible for TIF funding.

Attachments/Exhibits:

Resolution 10364

Resolution 10365

DDP TIF Application

DDP TIF Contribution Agreement

TIF Fund Report to City of Great Falls for FY 2019

Attachment A: Downtown TIF Map

RESOLUTION 10364

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, APPROVING A REQUEST FROM THE DOWNTOWN DEVELOPMENT PARTNERSHIP TO EXPEND GREAT FALLS DOWNTOWN URBAN RENEWAL TAX INCREMENT FINANCING (TIF) DISTRICT FUNDS IN THE AMOUNT OF \$12,000 FOR FISCAL YEAR 20 OPERATING COSTS

* * * * *

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

WHEREAS, the City Commission, pursuant to Resolution No. 9961, duly adopted on March 6, 2012, created an urban renewal area as the Downtown Urban Renewal District and pursuant to Ordinance No. 3088, duly adopted on May 15, 2012 after a duly called and noticed public hearing thereon adopted the Downtown Urban Renewal Plan containing a tax increment financing provision; and

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

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

WHEREAS, the Downtown Development Partnership is a non-profit corporation created for the purpose of revitalizing Downtown Great Falls, with the specific mission to promote, stimulate and effect community and economic development; forge alliances that recruit new businesses and development; provide access to financing to support development; support the implementation of the City’s Downtown Master Plan; and cooperate with other organizations to support Downtown development in Great Falls and throughout the State of Montana.

WHEREAS, City Staff has assessed the merits of the projects in relation to the goals and objectives of the Downtown Master Plan, evaluated the project based on the evaluation criteria, and determined that expenditure of TIF funds in the amount of \$12,000 for the purpose of paying for the operating costs of the Downtown Development Partnership for fiscal year 2020 to support economic development, especially in the Downtown Urban Renewal District.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Great Falls, Montana, that the City approve the request to expend Great Falls Downtown Urban Renewal Tax Increment (TIF) District Funds for the purpose of paying for the operating costs of the Development Partnership for fiscal year 2020.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, August 18, 2020.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

RESOLUTION 10365

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, APPROVING A REQUEST FROM THE DOWNTOWN DEVELOPMENT PARTNERSHIP TO EXPEND GREAT FALLS DOWNTOWN URBAN RENEWAL TAX INCREMENT FINANCING (TIF) DISTRICT FUNDS IN THE AMOUNT OF \$12,000 FOR FISCAL YEAR 21 OPERATING COSTS

* * * * *

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

WHEREAS, the City Commission, pursuant to Resolution No. 9961, duly adopted on March 6, 2012, created an urban renewal area as the Downtown Urban Renewal District and pursuant to Ordinance No. 3088, duly adopted on May 15, 2012 after a duly called and noticed public hearing thereon adopted the Downtown Urban Renewal Plan containing a tax increment financing provision; and

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

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

WHEREAS, the Downtown Development Partnership is a non-profit corporation created for the purpose of revitalizing Downtown Great Falls, with the specific mission to promote, stimulate and effect community and economic development; forge alliances that recruit new businesses and development; provide access to financing to support development; support the implementation of the City’s Downtown Master Plan; and cooperate with other organizations to support Downtown development in Great Falls and throughout the State of Montana.

WHEREAS, City Staff has assessed the merits of the projects in relation to the goals and objectives of the Downtown Master Plan, evaluated the project based on the evaluation criteria, and determined that expenditure of TIF funds in the amount of \$12,000 for the purpose of paying for the operating costs of the Downtown Development Partnership for fiscal year 2021 to support economic development, especially in the Downtown Urban Renewal District.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Great Falls, Montana, that the City approve the request to expend Great Falls Downtown Urban Renewal Tax Increment (TIF) District Funds for the purpose of paying for the operating costs of the Development Partnership for fiscal year 2021.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, August 18, 2020.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

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



Project Name: Downtown Development Partnership of Great Falls Support

Date submitted: June 3, 2020

Name of TIF District: Downtown Urban Renewal District

APPLICANT INFORMATION

Name: Downtown Development Partnership of Great Falls

Address: 318 Central Avenue, Great Falls MT 59401

Telephone: (406) 727-5430

DEVELOPMENT INFORMATION

1. Building Address: Not applicable

2. Legal Description: Not applicable

3. Ownership: Not applicable

Address: Not applicable

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

Name: Not applicable

Address: Not applicable

5. Existing/Proposed Businesses: Downtown Development Partnership of Great Falls

Business Description:

The Downtown Development Partnership of Great Falls (DDP) serves as the coordinating body for downtown development, including employment and physical construction. DDP members include NeighborWorks Great Falls, the Great Falls Development Authority, the Great Falls Business Improvement District, the Downtown Great Falls Association, the City of Great Falls, Great Falls Public Schools, the Great Falls Area Chamber of Commerce, Neighborhood Council #7, the City of Great Falls Parking Advisory Commission and Historic Preservation Advisory Commission, Cascade County, and downtown advocates. Each of these organizations and leaders play a role in the development of downtown. Together, they form the DDP, where the whole is greater than the sum of its parts, meaning that their combined influence and planning capacity is better than would be expected from the individual parts, because the way they combine adds a different quality.

The mission of the DDP is to be the catalyst bringing together our community to revitalize Downtown Great Falls. Formed as a Montana non-profit with 501-c-3 status, the DDP works to:

- Promote, stimulate and effect community and economic development;
- Forge alliance that recruit new businesses and development;
- Provide access to financing to support development;
- Support the implementation of the City's Downtown Master Plan; and,
- Cooperate with other organizations to support Downtown development in Great Falls and throughout the State of Montana.

The DDP is organized around the principles of the National Main Street Program and has been designated as an accredited member, the highest level of membership in this national program. The Main Street Approach is a time-tested framework for community-driven, comprehensive revitalization. It is built on four points: Economic Vitality; Design; Promotion; and, Organization. The DDP has cost-effectively organized around these four points by utilizing the strengths of its members.

Economic Vitality

Build a diverse economic base. Catalyze smart new investment. Cultivate a strong entrepreneurship ecosystem.

The Great Falls Development Authority (GFDA) takes the lead on Economic Vitality. The GFDA leads economic development efforts downtown including its Brownfield redevelopment program, the Downtown revolving loan fund, business and entrepreneur coaching and training, and downtown business development efforts. In addition, GFDA invests \$2,500/year in the DDP.

Design

Create an inviting, inclusive atmosphere. Celebrate historic character. Foster accessible, people-centered public spaces.

The Great Falls Business Improvement District (BID) takes the lead on Design. The BID leads streetscape, façade improvements, safety, banners, sidewalks, trash receptacles, pedlets, flowers and many other efforts to enhance the downtown design. In addition, the BID invests \$1,000/year in the DDP.

Promotion

Market district's defining assets. Communicate unique features through storytelling. Support buy-local experience.

The Downtown Great Falls Association (DGFA) takes the lead on Promotion. The DGFA hosts numerous downtown promotional events throughout the year, maintains the downtown promotion web site, and many other efforts to promote Downtown Great Falls. In addition, the DGFA invests \$1,000/year in the DDP.

Organization

Build leadership and strong organizational capacity. Ensure broad community engagement. Forge partnerships across sectors.

The BID, DGFA, and GFDA are joined by City of Great Falls, NeighborWorks Great Falls (NWGF), and the Great Falls Area Chamber of Commerce as the key Organization leaders of the DDP. NWGF and the Chamber also each invest \$1,000/year in the DDP. The City has twice invested \$5,000 in providing annual operating support to the DDP.

All of the efforts above are approached in partnership with many additional public, private and nonprofit partners, as well as thousands of hours of volunteer time.

The cost-effective organizational structure has enabled the DDP collectively to achieve many downtown revitalization successes without the need for DDP staff. The DDP has earned recognition as one of the leading downtown revitalization efforts in Montana.

As a partnership, most of the investments in downtown revitalization are made directly by DDP partners. The DDP itself runs on a very lean budget. Up until fiscal years 2018 and 2019, the DDP relied solely on member partner contributions, benefiting from its one-time hosting of the statewide downtown conference. Through hard work securing sponsorships and volunteer time, the DDP made \$11,561 profit from the conference which boosted the partnership's resources.

FY 2018

In fiscal year 2018, the City made its first investment in the DDP with the City Commission allocating \$10,000 from the Downtown TIF District. The DDP expended \$9,088 of the funds, achieving several cost savings. \$4,800 was invested in a web site consultant to greatly enhance the Downtown Great Falls web site, www.ExploreDowntownGF.com. This enabled us to have one downtown promotional web site, eliminating years of competing sites, and has greatly improved downtown promotional efforts. \$4,288 was expended in support of DDP operations, including \$1,328 for the DDP's annual insurance policies and \$2,610 to send one leader to participate in the National Main Street Conference.

FY 2019

In fiscal year 2019, the City invested for a second time in the DDP with the City Commission allocating \$5,000 from the Downtown TIF District to be used "for costs associated with the operating costs of the Downtown Development Partnership." In FY 2019, the DDP expended \$7,213 for operations, and an additional \$3,607 on projects. Partners contributed \$6,650 to the DDP during the fiscal year, more than matching the City's TIF commitment. City support enabled the DDP to join the International Downtown Association to broaden our network of ideas and resources for downtown revitalization. And, it enabled the DDP to send two leaders to the National MainStreet Conference, a valuable event for learning new ideas and finding new resources. Great Falls earned national recognition at the event with the local leaders giving a presentation on the City's unique pedlet program. City investment in the DDP's operating costs allowed for the DDP to use its member contributions to fund \$2,000 toward the required match for the pedlet Montana Main Street grant and \$1,607 toward more traffic box public art.

FY 2020 and 2021

The DDP is now requesting \$24,000 (\$12,000/year) to support operations in fiscal years 2020 and 2021. We recognize that fiscal year 2020 is almost concluded, however, the DDP has been hard at work on extensive expansion of our downtown revitalization work that is already paying significant dividends for the City and the Downtown TIF District. The City's investment will be matched by over \$17,000 in partner contributions to the DDP, over \$8,500/year. See attached DDP FY 2020 and FY 2021 budget which includes comparison to FY 2019 actual.

This TIF request will enable the DDP to invest most of its partner contributions toward important downtown revitalization projects, including \$6,500 toward the Great Falls Wayfinding Plan, \$5,590 for downtown promotion in the Great Falls Livability digital magazine and web presence on Livability.com, and \$2,500 for downtown traffic box art. City TIF funds will be used for expansion of the downtown promotional website, participation in the National Main Street and International Downtown Association conferences, and DDP operational support.

City TIF Funding Impact

City support of the DDP with a modest amount of TIF dollars has had, and will continue to have, a transformative impact on DDP's downtown revitalization efforts. In addition to the pedlets, wayfinding, traffic box art, promotional web site and Livability project, and learnings from participating in national conferences, the City's demonstrated support of the DDP has had a major impact on the DDP's primary partners. In particular, the City's two year's of TIF funds motivated and supported NeighborWorks Great Falls to dedicate significant funds and staff time to downtown mural and community work. And, to the Great Falls Development Authority's Board to invest one-half the cost of creating a Downtown Business Development Officer in partnership with the BID. Due to the City's TIF support, Great Falls downtown revitalization efforts, and consequent successes, are stronger than ever.

6. Employment: Existing FTE Jobs: None directly by Partnership

New Permanent FTE Jobs created by project: None Construction FTE jobs: None

7. Architectural/Engineering Firm: Not applicable

Address: Not applicable

Representative: Not applicable

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

The applicant seeks \$24,000 toward the payment of annual operating costs of the Downtown Development Partnership, including the cost of liability and board insurance. Using TIF funds to support the organization allows the DDP to continue to operate and frees the membership funds to be used for non-TIF purposes, such as matching funds when pursuing project-specific grants.

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

Not applicable

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

Funds will be expended as the expenses occur. Estimated completion by June 30, 2021.

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

No, not for this project

12. Please describe your funding needs and the anticipated timing schedule for your indentified Eligible TIF Activities.

The Downtown Development Partnership requests \$24,000 for the purpose of paying for operating costs of the Downtown Development Partnership. The expenses will be paid by the Partnership, then reimbursed by the TIF funds. The current TIF fund balance is adequate to cover this cost.

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

Not applicable

TOTAL PROJECT DEVELOPMENT COSTS

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

Land and Site Preparation Improvements	\$ 0
Construction/Rehabilitation Costs	\$ 0
Equipment Costs	\$ 0
Total Project Development Costs	\$ 0

Land Acquisition

Total	Amount requested from TIF	Timing for Funds
\$0	\$0	Not applicable

Demolition and Removal of Structure

Total	Amount requested from TIF	Timing for Funds
\$0	\$0	Not applicable

Relocation of Occupants

Total	Amount requested from TIF	Timing for Funds
\$0	\$0	Not applicable

Public Improvements

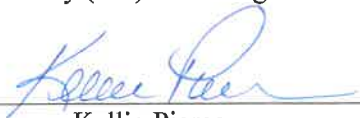
Total	Amount requested from TIF	Timing for Funds
\$0	\$0	Not applicable

Fees (associated with eligible activities)

Total	Amount requested from TIF	Timing for Funds
\$24,000	\$24,000	As expenses occur

CERTIFICATION

I (we), Kellie Pierce and Brett Doney, 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.

Signature 
Kellie Pierce

Title President, Downtown Development Partnership Board of Directors

Address 318 Central Avenue, Great Falls MT 59401

Date _____

Signature 
Brett Doney

Title Treasurer, Downtown Development Partnership Board of Directors

Address 318 Central Avenue, Great Falls MT 59401

Date June 3, 2020

TAX INCREMENT CONTRIBUTION AGREEMENT

THIS TAX INCREMENT CONTRIBUTION AGREEMENT dated _____, 2020 (hereinafter known as the “**Agreement**”), between the CITY OF GREAT FALLS, a municipal corporation of the State of Montana (the “**City**”), and the GREAT FALLS DOWNTOWN DEVELOPMENT PARTNERSHIP, a Montana non-profit corporation (the “**Partnership**”).

WITNESSETH:

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

WHEREAS, the City Commission, pursuant to Resolution No. 9961, duly adopted on March 6, 2012, created an urban renewal area as the Downtown Urban Renewal District (the “**District**”) and pursuant to Ordinance No. 3088, duly adopted on May 15, 2012 after a duly called and noticed public hearing thereon adopted the Downtown Urban Renewal Plan (the “**Plan**”) containing a tax increment financing provision; and

WHEREAS, the Partnership is a non-profit corporation created for the purpose of revitalizing Downtown Great Falls, with the specific mission to promote, stimulate and effect community and economic development; forge alliances that recruit new businesses and development; provide access to financing to support development; support the implementation of the City’s Downtown Master Plan; and cooperate with other organizations to support Downtown development in Great Falls and throughout the State of Montana.

WHEREAS, the Partnership has requested that the City contribute funds toward the annual operating costs of the Partnership (the “**Contribution**”); and

WHEREAS, the Partnership submitted an application with respect to the Contribution; and

WHEREAS, the City has determined that it is appropriate to make the Contribution from tax increment generated from the District, subject to the terms and conditions set forth in this Agreement; and

NOW THEREFORE, the City and the Partnership, 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.

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

“**City**” means the City of Great Falls, Montana, or any successors to its functions under this Agreement.

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

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

“**Department of Revenue**” means the State of Montana Department of Revenue.

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

“**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.

“**Ordinance**” means Ordinance No. 3088 adopted on May 15, 2012 (as it may be amended and supplemented from time to time).

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

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

“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.

“Taxable Property” means all real and personal property located in the District and subject to Taxes.

“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.

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.

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 the Ordinance, the City approved this use of Tax Increment to pay the Contribution, 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, 2012 the Base Taxable Value of the District was \$3,643,698.

2.2. Partnership Representations. The Partnership hereby represents as follows:

(a) The Partnership is a Montana non-profit corporation, duly formed, validly existing and in good standing under the laws of the State and is duly qualified to do business in the State. The Partnership 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 representations and warranties of the Partnership in its Application for City of Great Falls Tax Increment Financing (TIF) funds dated June 4, 2020 are true and correct as of the date hereof.

(d) 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 Partnership or any evidence of indebtedness, agreement or instrument of whatever nature to which the Partnership is now a party or by which it is bound, or constitutes a default under any of the foregoing.

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

Section 3. Partnership's Undertakings.

3.1. Use of Contribution Funds. The Partnership hereby agrees and commits to the City that it will apply the Contribution funds toward the operating costs of the Partnership in accordance with the mission of the Partnership. Such funds will not be used for costs of liability and board insurance.

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

Section 4. Release, Indemnification and Insurance.

4.1. Release and Indemnification. The Partnership releases the City and all Commission members, officers, agents, servants and employees thereof (the "**Indemnified**

Parties”) from, and covenants and agrees to indemnify, defend and hold harmless the Indemnified Parties against, any loss, damage, cost (including reasonable attorneys’ fees), claim, demand, suit, action or other proceeding whatsoever (i) arising or purportedly arising out of, or resulting or purportedly resulting from, the operations of the Partnership or the use of the Contribution in connection therewith.

5.2 **Insurance.** Partnership shall purchase and maintain insurance coverage as set forth below. The insurance policy must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured and be written on a “primary—noncontributory basis, and on an occurrence, not a claims made basis.” Partnership will provide the City with applicable additional insured endorsement documentation substantially similar or identical to the example set forth below. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the State of Montana, with a minimum of “A.M. Best Rating” of A-, VI, as will protect the Partnership, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations of the Partnership. All insurance documentation shall be in a form acceptable to the City.

Insurance Coverage at least in the following amounts is required:

- | | | |
|----|---|---|
| 1. | Commercial General Liability
(bodily injury and property damage) | \$1,000,000 per occurrence
\$2,000,000 aggregate |
| 2. | Products and Completed Operations | \$2,000,000 |
| 3. | Automobile Liability | \$1,000,000 combined single
limit |
| 4. | Workers’ Compensation | Not less than statutory limits |
| 5. | Employers’ Liability | \$1,000,000 |

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

Additional Insured Endorsement Example:

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

[remainder of page left intentionally blank]

Section 5. General Provisions.

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

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

5.3. 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 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.

5.4. Limitation on City Liability. No agreements or provisions contained in this Agreement 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 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 Tax Increment; and no execution on any claim, demand, cause of action or judgment will be levied upon or collected from the general credit, general funds or taxing powers of the City (except as such constitute Tax Increment). Nothing herein will preclude a proper party in interest from seeking and obtaining specific performance against the City for any failure to comply with any term, condition, covenant or agreement herein; provided that no costs,

expenses or other monetary relief will be recoverable from the City except as may be payable from the Tax Increment.

5.5. Notices. All notices, certificates or other communications required to be given to the City or the Partnership 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
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If to the Partnership:	Downtown Development Partnership 100 1st Avenue N Great Falls, Montana 59401
------------------------	--

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

5.6. Assignment. This Agreement is unique between the City and the Partnership 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.

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

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

5.9. 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.

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

5.11. 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.

5.12. 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.

5.13. 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.

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

CITY OF GREAT FALLS, MONTANA

By _____
City Manager

Attest:

[CITY SEAL]

City Clerk

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

DOWNTOWN DEVELOPMENT PARTNERSHIP

Name:
Title:

STATE OF MONTANA)
 : ss.
County of Cascade)

 This instrument was acknowledged before me on _____, 20__ by
_____ of Downtown Development Partnership, on behalf of said entity.

(NOTARIAL SEAL)



Downtown Development Partnership of Great Falls

TIF Fund Report to City of Great Falls for FY 2019

2/25/20

In December 2018 the City Commission approved up to \$5,000 in downtown tax increment funds “for costs associated with the operating costs of the Downtown Development Partnership” of Great Falls (DDP) for the FY2019 fiscal year (July 1, 2018 – June 30, 2019).

Expenditures

In FY 2019, the DDP expended \$7,213.19 for operations, and an additional \$3,607.50 on projects. Partners contributed \$6,650.00 to the DDP during the fiscal year, more than matching the City’s TIF commitment. Attached please find an accounting detail of income and expenses for the fiscal year, along with operating expenditure receipts.

Operating expenses included:

Website Maintenance	\$200.00
Montana Downtown Conference	\$1,000.00
International Downtown Association Membership	\$335.00
Insurance	\$1,178.00
National MainStreet Conference	\$4,500.19
	\$7,213.19

City support through the downtown tax increment funds enabled the DDP to use partner contributions to invest \$1,607.50 in the traffic box signal project and \$2,000.00 in the pedlet project.

Without City support, we would not have been able to support these downtown projects and send to representatives to the National MainStreet Conference that was held in Seattle. As an accredited National Main Street organization, the DDP and downtown Great Falls has benefited greatly from learning best practices from downtown organizations and communities

across the country at this annual event. Last year, we expanded our network to include membership in the International Downtown Association.

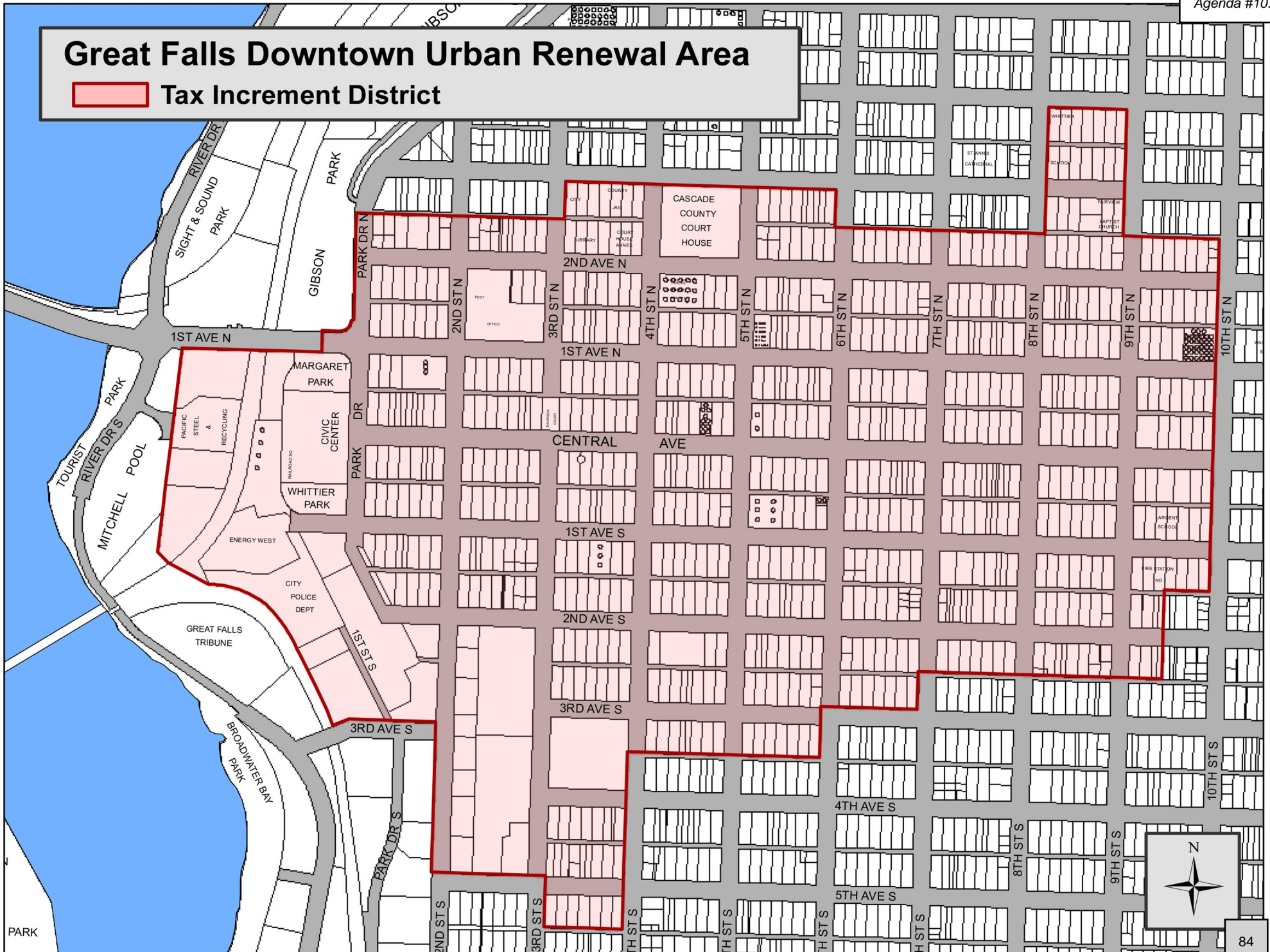
Although the DDP incurred a loss in FY 2019 of \$4,170.69, we finished the year with cash of \$16,375.34 (see attached balance sheet).

Reimbursement

The DDP requests reimbursement of \$5,000.00 for operating expenses for FY 2019.

Great Falls Downtown Urban Renewal Area

 Tax Increment District





Commission Meeting Date: August 18, 2020

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Public Hearing - Ordinance 3218 – An Ordinance by the City Commission of the City of Great Falls to rezone the property legally described as: Tracts #1 and #2 of Certificate of Survey 3607, located in Sections 2 and 11, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana, from M-2 Mixed-use transitional to C-4 Central business core.

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

Initiated By: Big Sky Select Properties, LLC

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

Action Requested: City Commission adopt Ordinance 3218 and the Basis of Decision/Findings of Fact

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Ordinance 3218 and the accompanying Findings of Fact/Basis of Decision subject to the Conditions of Approval being fulfilled by the applicant.”
 2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
-

Staff Recommendation:

At the conclusion of a public hearing held on May 12, 2020, the Zoning Commission recommended the City Commission approve the rezoning request from M-2 Mixed-use Transitional to C-4 Central Business Core with the following conditions:

Conditions of Approval:

1. General Code Compliance. The proposed project shall be developed consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.

2. Amended Certificate of Survey. Provide a revised Certificate of Survey of the subject properties, showing the proposed aggregation, containing all easements required by the City of Great Falls prior to the issuance of a building permit. The revised Certificate of Survey shall incorporate corrections of any errors or omissions noted by Staff.

3. Land Use and Zoning. The development standards and land uses for the subject properties shall be consistent with the OCCGF.

4. Subsequent modifications and additions. If after the establishment of the zoning, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria. If such proposed changes would alter a finding, the proposal shall be submitted for review as a new development application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.

5. Compliance with MDT Requirements. Prior to obtaining permits to develop the vacant property being rezoned, the owner must comply with all MDT requirements pertaining to the current River Drive approach for the Milwaukee Depot site as well as MDT requirements for obtaining a second approach further north along River Drive.

6. Securing Easements from the City Parks and Recreation Department. Staff's positive recommendation on the applicant's rezoning request is contingent upon the applicant securing necessary easements for access, parking, utilities, and storm water from the City Park and Recreation Department. Said easements must be submitted to the City Commission for approval at the same time as the rezoning request.

The City Commission accepted Ordinance 3218 on first reading on July 21, and set it public hearing for August 18, 2020. Staff recommends approval of the rezoning request as outlined in Ordinance 3218.

Summary: The subject properties requesting the zoning map amendment are located at 101 River Drive North and an unaddressed, vacant lot legally described as Tract #2 of Certificate of Survey 3607, Sections 2 and 11, T20N, R3E, P.M.M., Cascade County, Montana. The applicant will eventually aggregate the two lots in order to construct a 112-unit apartment building with approximately 10,000 square feet of commercial space that will be lightly attached to the existing Milwaukee Station Depot building that is located at 101 River Drive North.

Background:

Big Sky Select Properties, LLC, owners of the subject properties, have proposed to build an 112-unit market rate apartment complex with a two-story, 10,000 square foot area of commercial space that will be lightly attached to the existing Milwaukee Station Depot building located at 101 River Drive North. The Milwaukee Depot property is 3.385 acres in size, while the vacant lot to the north to be developed is 1.356 acres. Because the new building would cross lot lines to connect the new apartments and commercial space to the existing office building, the applicant will have to aggregate the two lots before construction takes place. The commercial space will potentially include a dining area where several restaurants will occupy separate spaces with a shared eating area for all. The applicant is also exploring having a wine bar attached to the dining area. The bottom portion of the commercial space will potentially serve as a Cross-Fit type of gym. All of these commercial spaces will be open to the public and not be limited to apartment residents only. There will be a modest enclosed glass corridor that will

attach the proposed building to the Milwaukee Station Depot building. The Depot is listed on the National Register of Historic Places and is a site rated as “Primary” within the City’s Railroad National Register District. The applicant has stated that they will try to conform to the standards and guidelines set forth by the Department of the Interior in regard to additions to properties that are on the National Register.

Analysis of the Zoning Map Amendment Request – Ordinance 3218:

The proposed apartment building would have a land use of Residence, multi-family and would be a permitted land use within both the Mixed-use transitional (M-2) and Central business core (C-4) zones. The Milwaukee Station Depot building has several office suites which contain several different land uses including Professional Services, Financial Services, and Administrative Services. All of these land uses are also allowed in both the M-2 and C-4 zones. However, the applicant is seeking to build the apartment building in a manner that is more compliant with the C-4 zone. Specifically, the applicant’s project best fits the C-4 zoning district in three different areas: dimension standards, parking, and landscape requirements.

The applicant is seeking to build the apartment building to a height of 77 feet. The maximum height allowed within the M-2 zone is 65 feet whereas the maximum height allowed in the C-4 zone is 100 feet. The applicant is also looking to reduce the required number of parking stalls in a manner most consistent with a property in a downtown context. If the M-2 zoning were kept, the proposed development would require 124 parking stalls unless the applicant submitted a parking study approved by the Planning and Community Development Director. If the property were rezoned to C-4, there would be no minimum amount of parking stalls required. The applicant is still proposing an underground parking garage to address the needs of the residential units, surface parking spaces that would provide parking stalls for both the residential and commercial spaces, as well as shared spaces from the existing Milwaukee Depot building parking area. The applicant is also requesting an easement from the City Park and Recreation Department to add more surface parking on a portion of undeveloped City-owned property just to the north of the vacant lot. This property is a long, narrow swale located between the BNSF Railroad and the Farmer’s Union Insurance building. The applicant has proposed to fill in the property in order to grade a parking lot on the site. This easement document has been developed and is included in the attached packet material for reference.

Finally, the applicant’s request to rezone the property to Central business core reduces landscaping requirements. Under this zone, landscaping for the proposed apartment complex would not be required except in the parking lots. The applicant has stated that it would be providing landscaping – just not to the full standard of the code.

The applicant’s request to rezone the properties also allows the commercial spaces that have been proposed to be permitted outright if granted. The restaurant portion of the commercial space would be permitted in both the M-2 and C-4 zones. However, the wine bar, which would have a land use designation of “Tavern” and the Cross Fit gym, which would have a land use designation of “Indoor sports and recreation,” would have to receive Conditional Use Permits if the properties remained in the M-2 zone. This can be viewed in the Zoning District Comparison exhibit attached to this report.

Transportation Impacts:

The only access to both properties proposed for rezoning is the existing entrance and exit to the Milwaukee Station Depot. This entrance is very close to the intersection of River Drive and 1st Avenue North. River Drive is also an MDT owned and maintained roadway. The applicant and City staff have been involved in discussions with MDT regarding the need for a second access to the properties being

developed in order to alleviate high traffic concerns at the existing entrance/exit. In order to incorporate a second access point as a required element of the project, the applicant has had several discussions with Planning Staff, Park and Recreation Staff, and Legal Staff in order to utilize a portion of Sight and Sound Park, which is owned by the City Park and Recreation Department. In this instance, the applicant is required to obtain an easement through the Park property. This access easement will be 30 feet in width and will allow the developer to construct and maintain a two-lane private drive connecting the project site to River Drive. City Staff and the applicant have worked together to draft an easement that addresses the access needed for the project. This easement document is included for reference as an attachment.

A change in zoning to permit a different mix of uses could potentially generate more traffic than would be allowed by uses within the current M-2 Zoning district. The isolated nature of the subject parcels from the core of the C-4 Zoning district and proximity to higher-traffic roadways requires a close look at vehicular access.

Additionally, because the C-4 Zoning district has no specific parking requirement and the developer has proposed providing a lesser amount of parking spaces, the provision of enhanced non-motorized access becomes more important. Therefore, a brief look at transportation impact and need is also important to the consideration of the requested re-zone.

River Drive:

The Montana Department of Transportation (MDT) has taken a preliminary look at the effect of the development. MDT suggested elimination of the existing approach into the development, or modification into a right-out driveway. The intersection is viewed as a current safety concern and would not be expected to provide the only safe access to the larger development.

During its preliminary review, MDT concurred with City staff and stated that an additional approach further north (the access through Sight and Sound Park) is necessary to accommodate the development. The modification of the existing approach, coupled with a new approach much further from the intersection of River Drive and 1st Avenue North, will improve functionality of the intersection, even at peak hour. Preliminarily, MDT has determined the existing roadway has sufficient capacity to absorb the additional traffic from the proposed development. However, the eventual development and any new approach and approach modification will need to be reviewed and approved by MDT before approval.

A preliminary and abbreviated traffic assessment was provided by the developer for MDT consideration, and is attached to this report for informational purposes.

Parking, Pedestrian and Bicycle Access:

The C-4 (central business) Zoning district has no parking requirement, as it is a district with dense development with adequate on-street parking, public parking garages and lots, and is designed for walkability. Because the proposed development is isolated from the core C-4 District (because of the railroad tracks), it currently has inadequate bicycle and pedestrian connections – although it is very near both sidewalks and trails.

Providing clear, direct and safe non-motorized connections will encourage visitors to the development to walk or bike, thus reducing the parking demand as well as the number of vehicles visiting the site. While the developer will provide on-site parking, there may be instances where the demand could exceed available parking.

Transportation Recommendations:

To mitigate any reduction in parking, better connect the development to the rest of the C-4 District, and reduce vehicular conflicts, staff has identified that the following items need to be addressed during project review at the permitting stage:

- 1) Provide a new approach from River Drive, further north and away from the intersection of River Drive and 1st Avenue North.
- 2) Modify or close the existing approach to the Milwaukee Station parking lot, as allowed/required by MDT.
- 3) Prohibit parking upon any new approach. MDT has stated the proposed new approach through Sight and Sound Park cannot have parking associated with it, as it could cause traffic to stack into River Drive. Therefore, staff recommends that parking be prohibited within the approach, and bollards, a fence, or other barrier be constructed to prohibit parking within the park itself.
- 4) Provide clear and direct pedestrian and trail access. Staff has recommended a connection to the trail crossing of River Drive and the tunnel under the railroad tracks (to the north), and a pedestrian connection along any new access drive.
- 5) Provide adequate and connected internal sidewalks. Pedestrian flow within the development should be continuous and connected to external sidewalks and paths at multiple locations. This would include pedestrian connections through the existing parking lot to connect to River Drive as well as the stairway leading down to 1st Avenue North.
- 6) Provide bicycle parking or storage for visitors as well as employees and residents.

Utility Impacts:

Public Works staff has identified that a looped water service main and a sanitary sewer service main will be required for the future project. Because these mains will need to be connected to City mains along the River Drive corridor, the new utility mains will have to be installed underneath the access drive that will be required along the north side of Sight and Sound Park. As a result, the required roadway access easement from the City Park and Recreation Department also covers utility main installation and servicing.

Much like water and sewer, the storm water services needed for the future project will also need to be accommodated on the Sight and Sound Park property. The closest connection point into the City's storm water main system is along the River Drive corridor. As a result, the developer will need to construct a storm sewer main in the Park with a dedicated easement for service and access. The construction of all work within the Park for utilities, storm water, and access will require plans to be submitted to the Park and Recreation Department for review. Site disturbance and the impact to existing trees will also need to be mitigated with replacement ground cover and new trees.

Easements:

As noted earlier in this agenda report, staff has worked with the applicant to develop easements that will be granted from the City Park and Recreation Department for this development. Three easements have been drafted to cover the following aspects of the applicant's development proposal:

- 1) An access, utility, and landscaping easement package that allows for the access to the apartment complex through Sight and Sound Park as well as water and sewer lines underneath the roadway. Additionally, the applicant's proposal will require the installation of a storm water main to be placed within Sight and Sound Park. This requires an easement to give the City access to this line. Lastly, the applicant has stated that some work will need to be done along the

boundary between Sight and Sound Park and the development property to re-grade a sloped area. This will require the removal of some scrub brush that currently exists on Park property. The applicant will landscape the area once the scrub brush is removed.

2) A temporary construction easement that will allow the applicant to use Sight and Sound Park to temporarily access the park to stage construction of the proposed apartment building. Any disturbance to the park will require repairs to its current state.

3) An access easement into the former railroad property that is also owned by Park and Recreation. Access to this parcel will allow the development to be connected to the City's trail system to the north as well as provide additional parking for the development project.

An exhibit showing the proposed easements and their relationship to the proposed development has been prepared for the Commissioners. The draft easements have also been included in the agenda report.

The basis for a decision on zoning map amendments, i.e. rezoning or zone changes, is listed in the Official Code of the City of Great Falls (OCCGF) §17.16.40.030. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the criteria which are attached as Findings of Fact/Basis of Decision – Zoning Map Amendment. The critical issue for the City Commission to consider is whether or not the Central business core (C-4) zoning district should be extended north from its current northern boundary at the 1st Avenue Bridge. While the project driving the request brings many benefits to the community, the Commission should recognize that a permit to construct the project may never come forward. Ultimately, the Commission should consider the following factors in its decision: 1) is the Commission comfortable with the reduced parking, taller building height, and different land uses allowed in the C-4 district as opposed to the M-2 district, and 2) Do the City's adopted Plans provide adequate guidance to support C-4 zoning for the property's location? The attached Findings of Fact address both issues, particularly the guidance from the City's adopted Plans.

Fiscal Impact:

The construction of the apartment building will increase the tax base for the City by providing 112 new apartment units as well as 10,000 square feet of new commercial space. Because of the proposed use of City Park property for access, utilities, storm water, and parking, the developer is required to obtain easements from the City. Payment for these easements is also required.

Alternatives:

If there are justifiable reasons to do so, the City Commission could deny the requested rezoning request to the extent allowed in City Code and State Statute. If such action is taken, the Commission must develop alternative findings to support such a denial decision.

Concurrences:

Staff has coordinated its review of the rezoning request with the Public Works Department. Staff has also worked with Park and Recreation, Legal, and Fire during the course of this project. Additional work with Park and Recreation staff and Legal staff has occurred to develop the necessary easements required for access and utility work within Sight and Sound Park as well as access and parking improvements on the City Park property north of the site proposed for development. The Park and Recreation Advisory Board met on July 13, and unanimously recommended approval of the easement requests. The subject properties are located in Neighborhood Council #7. Project information was dispersed to the Council

through the City's Communications Specialist. The Council met on July 13, 2020 and unanimously recommended approval.

Attachments/Exhibits:

Ordinance 3218
Applicant's Narrative
Zoning Map
Aerial Map
Zoning District Comparison Chart
Findings of Fact/Basis of Decision
Traffic Analysis Submitted to MDT
Easement #1 – Access, Utilities, and Landscaping
Easement #2 – Temporary Construction
Easement #3 – Access
Easement Context Map

ORDINANCE 3218

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS TO REZONE THE PROPERTY LEGALLY DESCRIBED AS: TRACTS #1 AND #2 OF CERTIFICATE OF SURVEY 3607, LOCATED IN SECTIONS 2 AND 11, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA, FROM M-2 MIXED-USE TRANSITIONAL TO C-4 CENTRAL BUSINESS CORE

* * * * *

WHEREAS, the subject property, located at 101 River Drive North, and legally described above is presently zoned M-2 Mixed-use transitional district; and

WHEREAS, the property owners, Big Sky Select Properties, LLC, have petitioned the City of Great Falls to rezone said properties to C-4 Central business core district; and

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on May 12, 2020, to consider said rezoning from M-2 Mixed-use transitional district to C-4 Central Business Core district and, at the conclusion of said hearing, passed a motion recommending the City Commission rezone the property legally described as Tracts#1 and #2 of Certificate of Survey 3607, located in Sections 2 and 11, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana; and

WHEREAS, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing before the Great Falls City Commission on this zoning designation would be held on the 18th day of August, 2020, before final passage of said Ordinance herein; and

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

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

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

Section 2. That the property legally described as: Tracts #1 and #2 of Certificate of Survey 3607, located in Sections 2 and 11, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana, be rezoned to C-4 Central business core 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 July 21, 2020.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading August 18, 2020.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

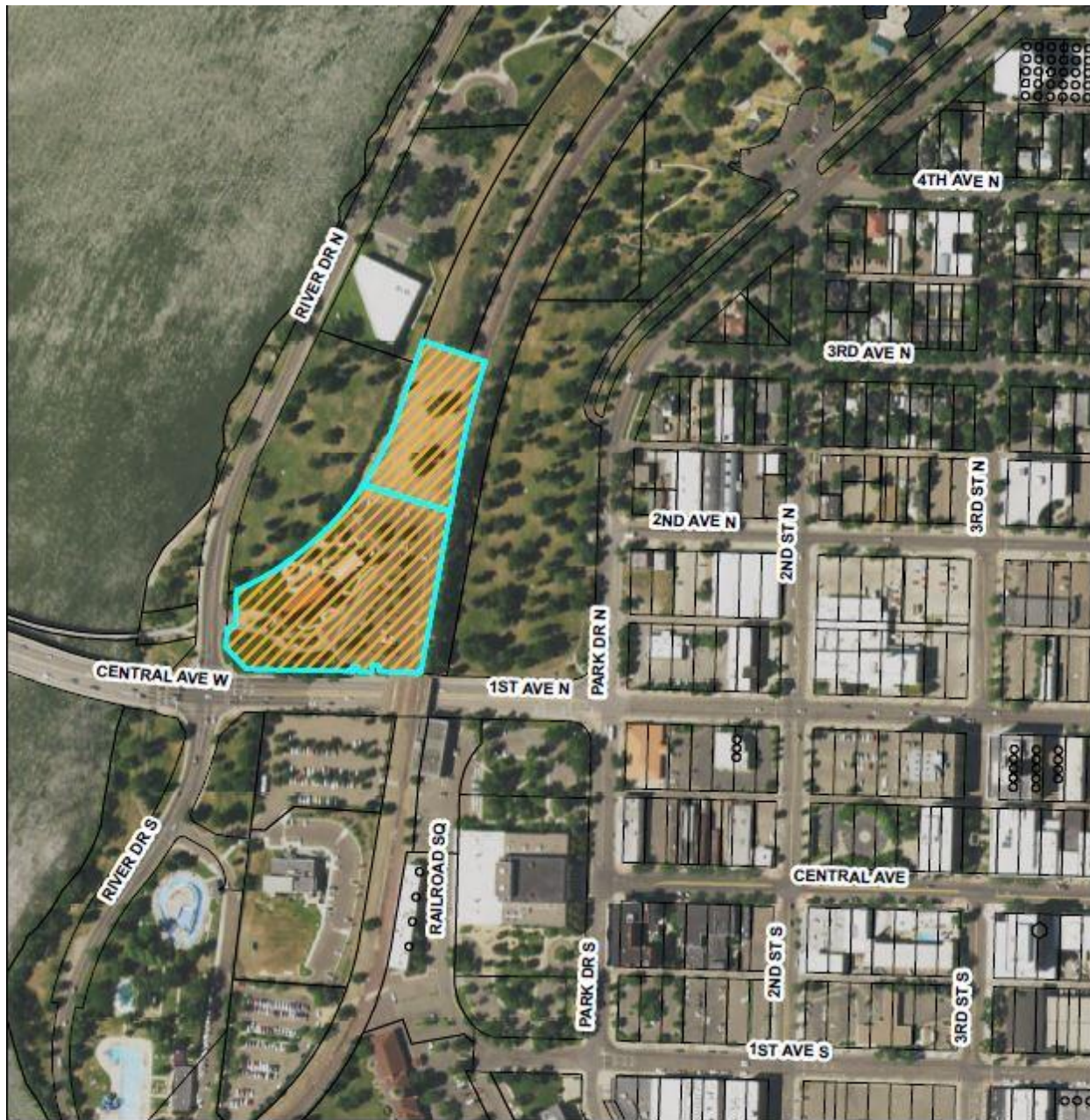
State of Montana)
County of Cascade : ss
City of Great Falls)



I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3218 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

EXHIBIT A



 Parcel selection
 City Limits



WOITH ENGINEERING, INC.
ENGINEERS & SURVEYORS

March 26, 2020

The City of Great Falls

RE: Milwaukee Station Apartments- Rezoning Request

Mr. Eatherly,

The subject property described as Tracts 1 and 2 of Certificate of Survey 3607 located in Section 11, Township 20 N, Range 3 E, P.M.M, Great Falls, Cascade County, Montana. The southern parcel, Tract 1, is addressed as 101 River Dr North, and Tract 2 lies just to the North of Tract 1. Both parcels are owned by Big Sky Select Properties, Tract 1 is 3.385 acres Tract two is 1.356 acres, and both are currently zoned as M-2 Mixed Use Transitional. The Milwaukee Station Commercial Office Building, existing parking lot, and site improvements currently exists on Tract 1. It is proposed to build a 89 unit apartment building which would connect to the existing office building, as well as provide corresponding site improvements on Tract 1 and 2. The proposed building would also contain a 4,000 square foot restaurant and 1,500 square foot wine bar. Please refer to the Attached Site Plan.

The requested zoning for the property is to go from Mixed Use M-2 to C-4 Central Business Core. The zoning change request is to allow more flexibility with setbacks and height restrictions. The zoning change also creates an opportunity for the proposed uses of the new facility to be permitted uses versus conditional uses in the M-2 Zoning District. The existing Land use designation is currently commercial according to the Existing Land Use Map found in The City of Great Falls Growth Policy Update 2013.

Sincerely,

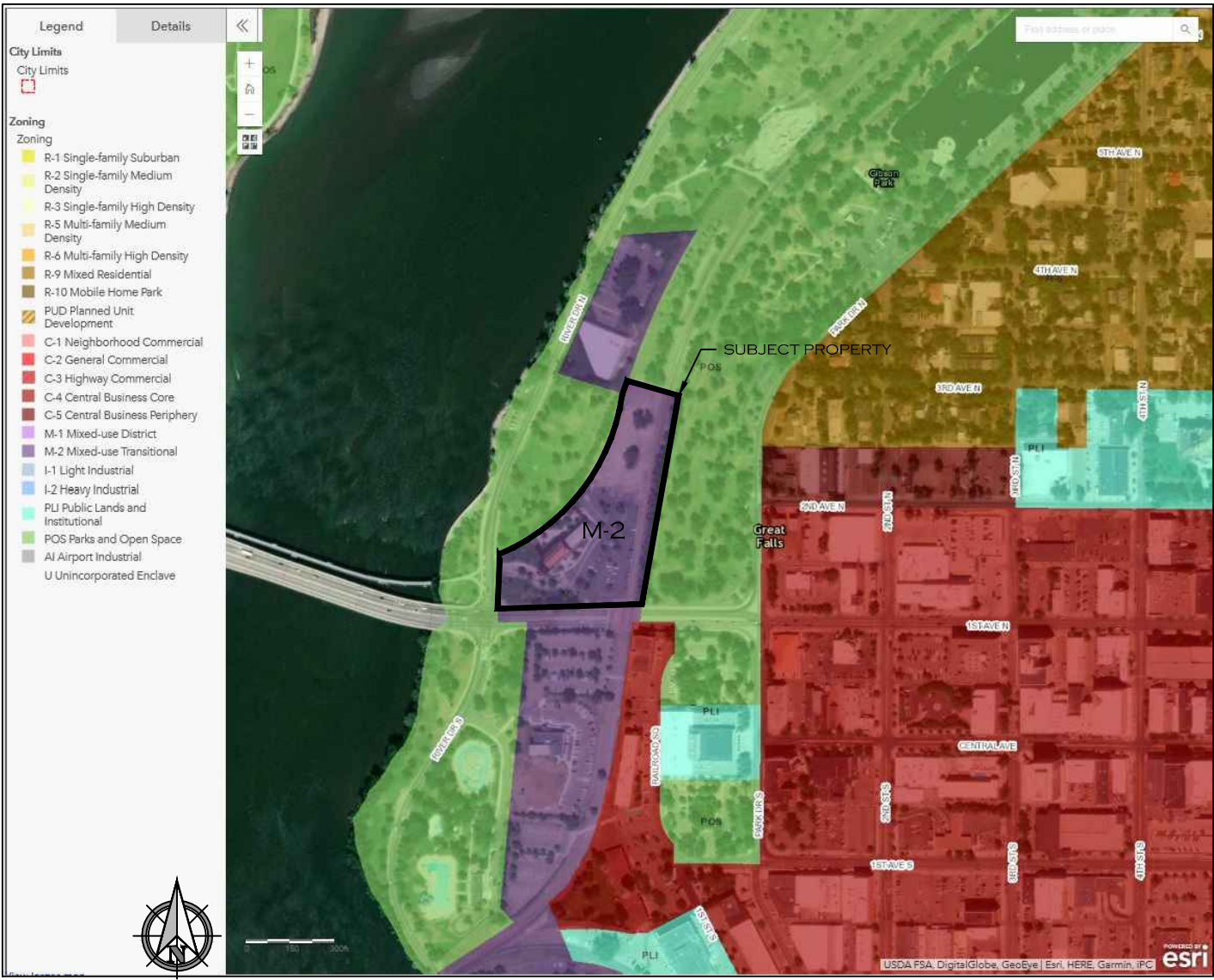
Woith Engineering, Inc.



Spencer Woith
President

EXHIBIT 'A'

ZONING MAP AMENDMENT FOR THE SUBJECT PROPERTY DESCRIBED AS TRACTS 1 AND 2 OF CERTIFICATE OF SURVEY 3607 LOCATED IN SECTION 11, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., GREAT FALLS, CASCADE COUNTY, MONTANA.



PROJECT INFO

NAME: MILWAUKEE STATION APARTMENTS
 DEVELOPER: BIG SKY SELECT
 LANDOWNER: BIG SKY SELECT
 TOTAL ACREAGE: 4.741
 (TRACT 1:3.385 TRACT 2:1.356)
 PROPOSED ZONING: C4

COLOR VERIFICATION
 ELEMENTS ON THIS EXHIBIT ARE INTENDED TO BE IN COLOR. IF PROPERLY REPRODUCED, RED, GREEN AND BLUE WILL BE VISIBLE.

EX-A
 1 OF 1

ZONING MAP

WOITH ENGINEERING, INC.
ENGINEERS & SURVEYORS
 GREAT FALLS • MISSOULA • WWW.WOITHENG.COM

JOB #:	1925
DRAWN:	ARH
QA:	RLO
DATE:	03-06-2020

Aerial Map





-  Parcel selection
-  City Limits



Exhibit 20-1. Principal uses by district

Agricultural Uses	M-2	C-4	Special Standards
Agriculture, horticulture, nursery	-	-	17.20.6.005
Residential Uses			
Mobile home/park	P	-	17.20.6.010
Residence, single-family detached	P	-	
Residence, zero lot line	P	-	17.20.6.020
Residence, two-family	P	-	
Residence, multi-family	P	P	17.20.6.040
Residence, townhouse	P	-	17.20.6.050
Residence, manufactured/factory-built	P	-	17.20.6.060
Retirement home	P	P	
Special Care Facilities			
Community residential facility, type I	P	-	
Community residential facility, type II	C	-	
Day care center	P	P	
Emergency shelter	C	C	
Family day care home	P	C	
Group day care home	P	C	
Nursing home	P	P	
Overnight Accommodations			
Campground	-	-	17.20.6.070
Hotel/motel	P	P	
Food and Beverage Sales			
Micro-brewery	C	P	
Restaurant	P	P	
Tavern	C	P	17.20.6.080
General Sales			
Agriculture sales	-	-	
Auction sales	-	-	
Construction materials sales	-	-	
Convenience sales	-	P	
General sales	P	P	
Manufactured housing sales	-	-	
Off-site liquor sales	C	C	
Secondhand sales	-	P	
Shopping center	-	P	
General Services			
Administrative services	P	P	
Commercial kennel	-	-	17.20.6.090
Financial services	P	P	
Funeral home	P	P	
General services	P	P	
Professional services	P	P	
Sexually-oriented business	-	-	17.20.6.100
Veterinary clinic, large animal	-	-	
Veterinary clinic, small animal	P	-	17.20.6.110

Exhibit 20-1. Principal uses by district - continued

	M-2	C-4	Special Standards
Rental and General Repair			
Large equipment rental	-	-	
Small equipment rental	-	P	
General repair	-	P	
Vehicle Trade and Service			
Vehicle fuel sales	-	P	
Vehicle repair	-	C	17.20.6.120
Vehicle sales and rental	-	P	
Vehicle services	P	P	
General Storage			
Agricultural commodity storage facility	-	-	
Fuel tank farm	-	-	
Mini-storage facility	C	-	17.20.6.130
Freight terminal	-	-	
Warehouse	C	-	
Climate controlled indoor storage	P	P	
Indoor Recreation / Sports / Entertainment			
Casino, type I	-	P	17.20.6.140
Casino, type II	-	P	17.20.6.150
Indoor entertainment	C	P	
Indoor sports and recreation	C	P	
Outdoor Recreation / Sports / Entertainment			
Golf course / driving range	-	-	
Miniature golf	C	-	
Outdoor entertainment	-	-	
Park	P	P	
Recreational trail	P	P	
Community Services / Uses			
Administrative governmental center	P	P	
Animal shelter	C	-	17.20.6.160
Cemetery	-	-	17.20.6.170
Civic use facility	P	P	
Community center	P	P	
Community cultural facility	P	P	
Community garden	P	C	17.20.6.175
Public safety facility	P	P	
Worship facility	P	C	17.20.6.180
Health Care			
Health care clinic	P	P	
Health care facility	C	P	
Health care sales and services	P	P	
Education			
Commercial education facility	P	P	
Educational facility (K-12)	C	-	17.20.6.200
Educational facility (higher education)	C	-	
Instructional facility	P	P	

Exhibit 20-1. Principal uses by district - continued

Solid Waste, Recycling And Composting	M-2	C-4	Special Standards
Composting facility	-	-	17.20.6.210
Recycling center	-	-	17.20.6.220
Solid waste transfer station	-	-	17.20.6.230
Telecommunications			
Amateur radio station	-	-	17.20.6.240
Telecommunication facility	-	-	17.20.6.250
Concealed facility	P	P	
Unconcealed facility	C	C	
Co-located facility	C	P	
Utilities			
Utility installation	C	C	
Transportation			
Airport	-	-	
Bus transit terminal	C	P	
Heli-pad	C	C	17.20.6.260
Parking lot, principal use	P	P	
Parking structure	P	P	
Railroad yard	-	-	
Taxi cab dispatch terminal	P	P	
Contractor Yards			
Contractor yard, type I	P	-	17.20.6.270
Contractor yard, type II	C	-	17.20.6.280
Industrial / Manufacturing			
Artisan shop	P	-	
Industrial, heavy	-	-	
Industrial, light	-	-	
Industrial park	-	-	
Junkyard	-	-	17.20.6.290
Light manufacturing and assembly	P	P	17.20.6.300
Motor vehicle graveyard	-	-	17.20.6.310
Motor vehicle wrecking facility	-	-	17.20.6.320

Exhibit 20-2. Accessory uses by district

Use	M-2	C-4	Specific Standards
Accessory living space	P	P	17.20.7.010
Agriculture, livestock	-	-	17.20.7.080
ATM, exterior	P	P	17.20.7.020
Bed and breakfast	P	-	17.20.7.030
Fences	P	P	17.20.7.040
Gaming, accessory	P	P	17.20.7.050
Garage, private	P	P	17.20.7.060
Home occupation	P	P	17.20.7.070
Private stable/barn	-	-	17.20.7.080
Residence, accessory	P	P	17.20.7.085
Roadside farmer’s market	-	-	17.20.7.090
Storage containers	-	-	17.20.7.100
Wind-powered electricity systems	P	P	17.20.7.110

Use	M-2	C-4	Specific Standards
Garage sales	P	P	17.20.8.015
Itinerant outdoor sales	P	-	17.20.8.020
On-site construction office	P	P	17.20.8.030
On-site real estate sales office	P	-	17.20.8.040
Outdoor entertainment, temporary	-	-	
Sidewalk café	P	P	17.20.8.050
Sidewalk food vendor	P	P	17.20.8.060

Findings of Fact – Zoning Map Amendment

Tracts 1 and 2 of Certificate of Survey 3607 located in Sections 2 and 11, T20N, R3E, P.M.M., Cascade County, Montana.

Primary Review Criteria:

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

1. The Amendment is consistent with and furthers the intent of the City’s growth policy.

The proposed zoning map amendment is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. The proposal to amend the zoning of the proposed properties from M-2 Mixed-use transitional to C-4 Central business core will allow the applicant to construct the building at a greater height than would otherwise be allowed. It will also allow the applicant to reduce the number of parking spaces required, although a parking study has been provided and new parking will be provided. It will also allow the applicant to reduce the landscape requirements though, again, the applicant is proposing to install sufficient landscaping. By allowing the rezone request to take effect, the applicant will not be required to seek Conditional Use Permits for two of the commercial uses proposed. While the apartments and the restaurant space that are proposed are permitted by right in the M-2 zone, the applicant would be required to receive Conditional Use Permits for both a wine bar, which would carry a land use of Tavern, and an exercise facility, which would be classified as Indoor sports and recreation.

As noted in the agenda report, the Zoning Commission must consider whether there is policy rationale for expanding the City’s C-4 zoning district into a relatively isolated portion of City’s core – between City park lands and near the railroad and Missouri River Corridor. Staff believes that the City’s Growth Policy supports the proposed zoning map amendment to facilitate more dense development, particularly to provide much needed housing. The zoning amendment request is consistent with several of the Plan’s policies including:

Social - Housing

Soc1.4.1 Work with the private sector and non-profits to increase housing opportunities in the City.

Soc1.4.6 Encourage a variety of housing types and densities so that residents can choose by price or rent, location, and place of work.

Environmental - Missouri River

Env2.2.6 Support mixed-use and commercial development that will enhance the Missouri River consistent with the vision identified in the *Missouri River Urban Corridor Plan*.

Environmental - Urban Form

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

Physical – Land Use

Phys4.1.5 Encourage and incentivize the redevelopment or adaptive reuse of vacant or underutilized properties so as to maximize the City's existing infrastructure.

Physical - Zoning

Phy4.2.1 Development density and intensity should be oriented toward areas of the City most capable of supporting it. General locations meeting this criteria include:

- Activity Centers, as identified in the City's Transportation Plan
- Major intersections and road corridors
- Downtown
- Tax Increment Finance Districts (TIFs)
- Areas with adequate or excess infrastructure capacity
- Locations with adequate community facilities

The proposed zoning map amendment will enable these policies to be addressed and further the implementation of the Growth Policy. **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 #7. The applicant has provided Council #7 with all pertinent information. Neighborhood Councils are not meeting during the response to the Coronavirus. Notice of the proposed zoning map amendment was also sent to adjoining property owners pursuant to the noticing requirements of the OCCGF. City staff have not received any comments on the proposed zoning map amendment from either notified owners or Council #7.

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 zoning map amendment request is consistent with the Missouri River Urban Corridor Plan. Under the Projects portion of the Implementation Strategy of the Missouri River Urban Corridor Plan, there are three aspects of the Plan that are consistent with the zoning map amendment:

- Private sector housing development
- Private sector commercial and lodging development
- Planning to connect downtown to the river.

By changing the zoning from M-2 to C-4, the subject properties would tie the downtown and its amenities to Gibson Park, as well as the Missouri River and its amenities including the River's Edge Trail and Riverside Park.

4. The code with the amendment is internally consistent.

The proposed zoning map amendment is not in conflict with any portion of the existing City Code. The subject properties will be contiguous to properties in the C-4 zone to the South including the lot that houses the Children's Museum and the parking lot for the employees of the Civic Center. Although the creation of C-4 zoning will result in more dense development with less on-site parking, the property's relative isolation actually limits the visual impact of a taller structure as well as off-site parking problems into established neighborhoods. As a result, the proposed zoning map amendment is internally consistent and will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish or 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 these properties. The future apartment building project will require a water main and sewer main to be looped which will be reviewed by the Public Works Department at the time the project is brought forward. Other potential impacts to safety will be addressed during the review process with MDT as well through easement agreements with the City's Park and Recreation Department.

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

The City has the financial and staffing capability to enforce the amendment if it is approved. The zoning map amendment will affect the two subject properties, both owned by the applicant, and the property will be developed in a manner consistent with the zoning of the downtown.



December 3, 2019

Spencer Woith
 Woith Engineering
 1725 41st Street South
 Great Falls, MT 59405

RE: Milwaukee Station Apartments Preliminary Traffic Assessment

Dear Spencer, it is my understanding that the Milwaukee Station Apartments project is currently under consideration north of 1st Avenue and east of River Drive in Great Falls. The site is located east of Gibson Park and south of Riverside Park, just north of Chicago Title Insurance (Milwaukee Station) and west of the BNSF railroad lines. The project would be developed to include a five-story apartment complex with attached commercial space. The purpose of this letter is to describe the current road characteristics near the site, develop a preliminary trip generation analysis for the proposed project, and provide information to help guide the location of possible accesses to the site onto River Drive.

1st Avenue is and an east/west principal arterial route. The road has a five lane cross section and connects one of the four bridges which crosses the Missouri River in Great Falls. The road currently carries 16,900 VPD. The intersection with River Drive is signalized.

River Drive is a north/south minor arterial route that follows along the banks of the Missouri River. North of 1st Avenue the road has a two-lane cross section and passes next to a variety of parks and trails adjacent to the river. The roadway currently carries 6,300 VPD.



Abelin Traffic Services obtained historic traffic data for area roadways from the Montana DOT which is presented in **Table 1**. The traffic data history for this area indicates that traffic volumes growth on this section of 1st Avenue and River Drive have been generally flat over the last ten years.

Table 1 – Historic Average Daily Traffic Data

Location	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
River Dr. N of 1st Ave. #07-2A-055	7,280	7,700	7,670	6,471	6,120	6,623	6,800	6,665	6,552	6,344
1 st Avenue E of River Dr. #07-2A-088	17,030	16,490	16,770	16,940	17,623	17,640	18,020	18,479	16,640	16,873

The 2018 Great Falls Area Long Range Transportation Plan (LRTP) provides existing and projected traffic information for the Great Falls area, including roadway operations data, traffic projections, and roadway improvement recommendations. The LRTP indicates that the intersection of 1st Avenue and River Drive currently operates at LOS C in the morning peak hour and LOS F in the evening peak hour. The poor LOS in the evening peak hour is likely due to the specific turning movements at this intersection which require split phase signal operation. While the intersection has considerable capacity, the LOS will generally be poor due to the long signal cycle lengths required by the split phase operation. The LRTP projects traffic volume growth of less than 1,000 VPD on River Road and 3,000-5,000 VPD growth on 1st Avenue in this area by 2038.

The project currently proposed on this site includes the Milwaukee Station Apartments with attached commercial space. The building would include a five-story apartment building with underground parking. The apartments would include 73 one-bedroom and 14 two-bedroom units (87 units total). The connection between the apartment building and the original Milwaukee Station would feature a 1,800 S.F. wine bar/club house, 3,800 S.F. restaurant/food court space, and 4,100 S.F. gym space.

ATS performed a preliminary trip generation analysis to determine the anticipated future traffic volumes from the proposed development using the trip generation rates contained in Trip Generation (Institute of Transportation Engineers, Tenth Edition). These rates are the national standard and are based on the most current information available to planners. A vehicle “trip” is defined as any trip that either begins or ends at the development site. According to the ITE trip generation rates the project would produce 92 AM peak hour trips, 107 PM peak hour trips, and 1,236 daily trips. See **Table 2** for detailed trip generation information.

Table 2 - Trip Generation Rates

Land Use	Units	AM Peak Hour Trip Ends per Unit	Total AM Peak Hour Trip Ends	PM Peak Hour Trip Ends per Unit	Total PM Peak Hour Trip Ends	Weekday Trip Ends per Unit	Total Weekday Trip Ends
Apartment #221	87 units	0.36	31	0.44	38	5.44	473
Restaurant #932	5.6 KSF	9.94	56	9.77	55	112.18	628
Health Club #492	4.1 KSF	1.31	5	3.45	14	32.93	135
Total			92		107		1,236

The project will have access to River Road via the existing Milwaukee Station approach north of 1st Avenue and a new approach onto River Road yet to be determined. The approach to the Milwaukee station is currently 120 feet north of 1st Avenue and is the only existing approach to the site. The possible new approach locations for the Milwaukee Station apartments are just to the south of the Farmer Union and at the circular parking area at Riverside Park to the north (see attached figure). No approaches to the east are possible due to the BNSF railroad lines.

Most of the traffic from the project site will flow to the south along River Drive to the intersection with 1st Avenue. According to a 2017 intersection count performed by MDT, the intersection of 1st Avenue and River Drive currently serves over 3,000 vehicles entering during the peak hour. The Milwaukee Station Apartments will increase the total entering traffic at this intersection by 50-80 VPH, an increase of 1-3% which will not likely change the operating conditions at this intersection.

Once the approach locations for the project have been finalized ATS will provide a full traffic impact analysis for the project to be reviewed by MDT and City of Great Falls which will provide detailed reviews of the approach locations and nearby intersections.

Sincerely,



Bob Abelin, P.E. PTOE
Abelin Traffic Services, Inc.

GRANT OF EASEMENT

This GRANT OF EASEMENT (“Agreement”) is made and effective as of the ___ day of May, 2020 and is entered and executed by, between and among the following parties:

City: **City of Great Falls, Montana**, a municipal corporation existing under the laws of the State of Montana, whose mailing address is P.O. Box 5021, Great Falls, MT 59403 (hereinafter referred to as the “City” or “Grantor”).

Big Sky Select: **Big Sky Select Properties, LLC**, a limited liability company formed and existing under the laws of the State of Delaware, whose mailing address is 202 2nd Ave. S, Suite 101, Great Falls, MT 59405 (hereinafter cumulatively with all wholly owned or controlled subsidiary entities referred to as “Big Sky Select” or “Grantee”);

WHEREAS: Big Sky Select owns certain real property located in Cascade County, Montana which is particularly described in Exhibit A, which is attached hereto and incorporated by this reference;

WHEREAS: The City owns certain real property located in Cascade County, Montana which is particularly described below in Exhibit B, which attached hereto and incorporated by this reference; and

WHEREAS: The City intends to grant and provide certain easements and rights of way on the terms and conditions described in this Agreement encumbering the Burdened Property (Exhibit B) and benefiting the Benefitted Property (Exhibit A) and each of its successors and assigns.

NOW THEREFORE, in consideration of the mutual promises, grants, covenants, and agreements set forth, described or referred to herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby admitted by each and every party, the parties agree as follows:

1. **Incorporation of Recitals:** Each and every recital and part thereof set forth above is true, correct, and constitutes a vital part of this Agreement, and is incorporated herein by this reference.

2. **Benefitted Property:** The property benefitted by this Agreement and each of the easements granted herein shall include all parts of the property described in Exhibit A and any and all rights, easements, rights of use, and rights of way associated with said property, whether now existing or hereafter acquired (hereinafter cumulatively referred to as the “Benefitted Property”).
3. **Burdened Property:** The property burdened by this Agreement and each of the easements granted herein shall include all parts of that real property described and depicted in Exhibit B (hereinafter cumulatively referred to as the “Burdened Property”).
4. **Easements:** The parties to this Agreement, on the terms and conditions and subject to all covenants, conditions and restrictions set forth herein, agree as follows:

A. Grant of Access Easement: On the terms and conditions set forth herein, the City hereby grants, bargains, transfers, and conveys to Big Sky Select, and its owners, tenants, guests, invitees, agents, lessees, customers, successors, and assigns (hereinafter cumulatively the “Benefitted Parties”), as the holder of the Benefitted Property, perpetual, non-exclusive, private, general easements and rights-of-way for the Access Uses within the designated area set forth in Exhibit C (“Access Easement”). The Access Easement shall encumber the Burdened Property for the benefit of the Benefitted Property and the Benefitted Parties, and the City shall not take any actions that interfere with the purposes, use, and scope of the Access Easement, except those required under applicable zoning other applicable ordinances or regulations.

The purposes, uses, and scope of the general Access Easement shall include without limitation, commercial, residential, and recreational uses as are allowed under applicable zoning or other applicable ordinances or regulations, including the construction, installation, operation, repair, maintenance, alteration, enlargement, reduction, or removal of roadways, walkways, trails, and related areas, and improvements and appurtenances related thereto, including without limitation, lighting, shoulders, curbing, gutters, aprons, shoulders, retentions walls and structures, stairways, and accesses; Utility Uses and related improvements and appurtenances; and the right to grade, excavate, and alter the terrain and add and remove material to accommodate the purposes and uses described herein (“Access Uses”). Parking on the Burdened Property is specifically excluded from this Easement.

The owner of the Benefitted Property shall repair and replace trees and other vegetation and improvements that are disturbed as a result of performing activities under this easement and restore the area to substantially the same condition as the property was in prior to such disturbance in a manner reasonably and mutually acceptable to the Parties.

B. Grant of Utility Easement: On the terms and conditions set forth herein, the City hereby grants, bargains, transfers, and conveys to the Benefitted Parties perpetual, non-exclusive, private, general easements and rights-of-way for the Utility Uses within the designated area set forth in Exhibit C (“Utility Easement”). The Utility Easement shall encumber the Burdened Property for the benefit of the Benefitted Property and the Benefitted Parties, and the City shall not take any actions that interfere with the purposes, use, and scope of the Utility Easement, except those required under applicable zoning other applicable ordinances or regulations.

The purposes, uses, and scope of the general Utility Easement shall include without limitation, except those required under applicable zoning other applicable ordinances or regulations, commercial, residential, and recreational uses and related utilities including without limitation the construction, installation, operation, inspection, maintenance, alteration, protection, enlargement, reduction, and removal of any and all utilities, including without limitation, water, sewer, gas, electric, storm water disposition and retention, and communication lines, together with any and all necessary or convenient valves, controls, metering, housing and other related equipment, improvements, storage or housing, all of which may be installed in, over, under, through or across the Burdened Property (“Utility Uses”) in a manner reasonably and mutually acceptable to the Parties.

The owner of the Benefitted Property shall repair and replace trees and other vegetation and improvements that are disturbed as a result of performing activities under this easement and restore the area to substantially the same condition as the property was in prior to such disturbance in a manner reasonably and mutually acceptable to the Parties.

- C. Grant of Landscape Easement:** On the terms and conditions set forth herein, the City hereby grants, bargains, transfers, and conveys to the Benefitted Parties, perpetual, non-exclusive, private, general easements and rights-of-way for the Landscape Uses within the designated area set forth in Exhibit C (“Landscape Easement”). The Landscape Easement shall encumber the Burdened Property for the benefit of the Benefitted Property and the Benefitted Parties, and the City shall not take any actions that interfere with the purposes, use, and scope of the Landscape Easement, except those required under applicable zoning other applicable ordinances or regulations.

The purposes, uses, and scope of the general Landscape Easement shall include without limitation, commercial, residential, and recreational uses as are allowed under applicable zoning or other applicable ordinances or regulations, including; the construction, installation, operation, repair, maintenance, alteration, enlargement, reduction, or removal of grading, planting, landscaping and related improvements and appurtenances, including without limitation, lighting, aprons, shoulders, retention walls and structures, stairways, and accesses; and the right to grade, excavate, and alter the terrain and add and remove material to accommodate the purposes and uses described herein (“Landscape Uses”). The owner of the Benefitted Property shall repair and replace trees and other vegetation and improvements that are disturbed as a result of performing activities under this easement and restore the area to substantially the same condition as the property was in prior to such disturbance in a manner reasonably and mutually acceptable to the Parties.

- D. Maintenance, Upkeep, and Snow Removal:** Big Sky Select shall be responsible for the costs incurred by Big Sky Select to install improvements on, under and across the Access Easement, Utility Easement and Landscape Easement. The Benefitted Parties shall be responsible for the reasonable costs of maintaining, repairing, and improving the roadways, and pedestrian trails installed on the Burdened Property in a manner reasonably and mutually acceptable to the Benefitted Parties. The Benefitted Parties shall be responsible for the reasonable costs of snow removal from, and other routine maintenance of, from the roadways installed on the Burdened Property. The City shall be responsible for the maintenance, repairs, and improvements of any and all utilities installed within the

Burdened Property and dedicated to the City, and the City shall repair and replace improvements that are disturbed as a result of performing such maintenance, repairs and improvements and restore the area to substantially the same condition as the property was in prior to such disturbance.

- E. Alteration and Improvement:** The owners of the Benefitted Property may make such alterations, repairs, and improvements to the easements and improvements installed thereon as are reasonably necessary to the use and enjoyment thereof, including without limitation installing lighting and structures reasonably associated with any of the authorized uses. Any and all such alterations, repairs and improvements may be made at such times and in such a manner as mutually determined by the Parties, and shall be made at the sole cost and expense of the owners of the Benefitted Property.

5. Miscellaneous:

- a) This Agreement is and shall be deemed jointly drafted and written by all parties to it as each party has had a chance to have this Agreement reviewed by counsel and shall not be construed or interpreted against the party originating or preparing it. Both parties have participated in the preparation of this Agreement and in resolving any ambiguities, the parties agree that there shall be no presumption that the provisions of this Agreement are to be construed against the drafting party.
- b) In the event any provision of this Agreement, part thereof, or the application of such provision to any person or circumstance shall be determined by any Court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, it being understood that such remaining provisions shall be construed in a manner most clearly approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part hereof.
- c) Each party hereto shall do all such things, take and perform all such actions and shall make, execute and deliver such other documents and instruments as shall be reasonably required to carry out the provisions, intent and purposes of this Agreement.
- d) This Agreement shall inure to the benefit of and be binding on each party's successors, assigns, heirs, administrators, representatives and trustees.
- e) The laws of the State of Montana shall govern this Agreement and all claims arising therefrom.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

SIGNATURES: In witness whereof, the following parties have hereunto set their hands and seals as of the day and year set forth above.

Grantor:
CITY OF GREAT FALLS, MONTANA

By: _____
Bob Kelly, Mayor

Date: _____

ATTEST:

By: _____
Lisa Kunz, City Clerk

CITY SEAL

APPROVED FOR LEGAL CONTENT*:

Sara R. Sexe, City Attorney

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

Grantee:
BIG SKY SELECT PROPERTIES, LLC
By: Big Sky Management Services, LLC, Manager

By: _____
Brion Lindseth, Manager

Exhibit A
Real Property Descriptions

Real property situated in Cascade County, Montana, generally depicted on the attached, and more particularly described as follows:

AMENDED TRACT #1:

BEGINNING AT THE INTERSECTION OF THE COMMON R/W OF THE FORMER CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD AND THE GREAT NORTHERN RAILROAD AND THE NORTH R/W OF THE FIRST AVE. NORTH UNDERPASS HWY., RIGHT-OF-WAY PLAN F-224(5); THE TRUE POINT OF BEGINNING; THENCE N 89°32'45" W, 3.83 FT.; THENCE S 0°27'15" W, 16.2 FT.; THENCE N 89°32'45" W, 29.6 FT.; THENCE N 0°27'15" E, 10.7 FT.; THENCE N 89°32'45" W, 13.6 FT.; THENCE S 0°27'15" W, 10.7 FT.; THENCE N 89°32'45" W, 17.2 FT.; THENCE S 89°31'15" W, 226.60 FT.; THE LAST EIGHT COURSES HAVING BEEN ALONG THE NORTH R/W OF SAID FIRST AVE. NORTH UNDERPASS; THENCE N 45°28'45" W, 68.69 FT.; THENCE N 0°28'45" E, 43.68 FT.; TO A POINT ON THE CURVE; THENCE NORTHEASTERLY ALONG A CURVE WITH R = 790.07 (FORMERLY THE SOUTH R/W OF THE C.M. ST. P. & P. R.R.), AN ARC LENGTH OF 20.38 FT.; THENCE N 0°28'45" E, 80.6 FT. TO THE N.W. R/W OF THE C.M. ST. P. & P. RR (ALSO THE NE CORNER OF C.O.S. #1659); THENCE NORTHEASTERLY ALONG SAID R/W IN A CURVE WITH A RADIUS OF 666.20 FT., AND AN ARC LENGTH OF 383.85 FT.; THENCE S 74°41'30" E, 208.84 FT. TO A POINT, WHICH LIES 10 FT. WEST OF THE CENTERLINE OF GREAT NORTHERN RAILROAD TRACT; THENCE S 8°31'30" W, 377.16 FT. TO THE NORTH R/W OF FIRST AVE. N R/W; THENCE N 89°32'45" W, 96.17 FT. ALONG SAID R/W; THENCE N 0°27'15" E, 13.0 FT.; THENCE N 89°32'45" W, 13.45 FT. TO THE TRUE POINT OF BEGINNING.

ACCORDING TO CS#3607

AMENDED TRACT#2:

BEGINNING AT THE INTERSECTION OF THE COMMON R/W OF THE FORMER CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD AND THE GREAT NORTHERN RAILROAD AND THE NORTH R/W OF THE FIRST AVE. NORTH UNDERPASS HWY., RIGHT-OF-WAY PLAN F-224(5); THENCE N 15°18'30" E, 389.96 FT. TO THE TRUE POINT OF BEGINNING; THENCE N 74°41'30" W. 144.07 FT. TO THE WEST R/W OF THE FORMER C.M. ST. P. & P. RR; THENCE NORTHEASTERLY ALONG THE WEST R/W, 50 FT. FROM AND PARALLEL TO THE CENTERLINE OF SAID R.R., CENTERLINE RADIUS = 716.20 FT., AN ARC DISTANCE OF 99.03 FT. TO EC. STA. 4+36.70; THENCE ALONG THE WEST R/W IN A SPIRAL CURVE WITH A CENTERLINE LENGTH OF 160.0 FT. ON CENTERLINE TO ES STA. 5+96.7; THENCE N 16°55'30" E. 106.0 FT.; THENCE S 73°04'30" E, 150.62 FT. TO A POINT 10 FT. WEST OF CENTERLINE OF THE GREAT NORTHERN R.R.; THENCE SOUTHWESTERLY 10 FT. FROM AND PARALLEL TO A CURVE IN SAID CENTERLINE, WITH A RADIUS OF 1909.86 FT. AN ARC DISTANCE OF 31.72 FT.; THENCE SOUTHWESTERLY PARALLEL TO A CURVE, WITH A RADIUS OF 1637.02 FT., ARC DISTANCE OF 194.99 FT.; THENCE S 8°31'30" W. 127.41 FT.; THENCE N 74°41'30" W. 64.77 FT. TO THE TRUE POINT OF BEGINNING.

Prior Deed Reference: Document No. R0384096.

Exhibit B
Real Property Descriptions

Real property situated in Cascade County, Montana, generally depicted on the attached, and more particularly described as follows:

Township 20 North, Range 3 East:

Section 11, IN NE EAST OF RIVER DR MK B SPECIMAN PARK

Also known as Sight and Sound Park and which is depicted on the attached diagram.

Exhibit C

Easements Locations Descriptions

Real property situated in Cascade County, Montana, generally depicted on the attached, and more particularly described as follows:

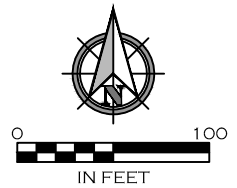
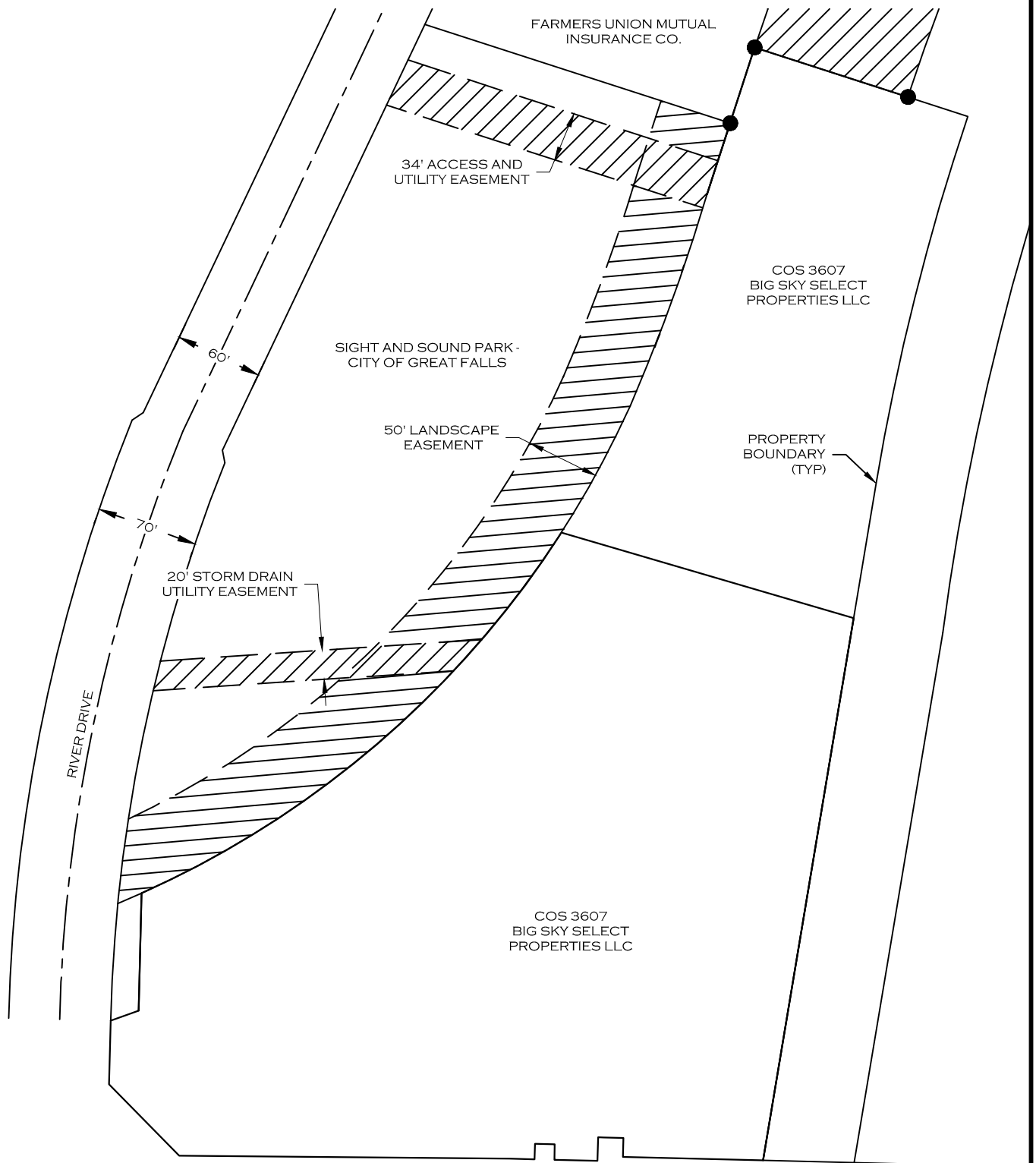
Access Easement:

Utility Easement:

Landscape Easement:

EXHIBIT 'C'

A 20' UTILITY EASEMENT, 34' ACCESS AND UTILITY EASEMENT, AND A 20' LANDSCAPE EASEMENT ACROSS SIGHT AND SOUND PARK, PARCEL IN THE NORTHEAST ONE-QUARTER (NE 1/4), SECTION 11, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M. CASCADE COUNTY, MONTANA



EX-C
1 OF 1

MILWAUKEE STATION APARTMENTS -
UTILITY/ACCESS/LANDSCAPE EASEMENT

WOITH ENGINEERING, INC.
ENGINEERS & SURVEYORS
405 3RD STREET NW, SUITE 206 • GREAT FALLS, MT 59404 • 406-761-1955
3860 O'LEARY STREET, SUITE A • MISSOULA, MT 59808 • 406-203-9565
WWW.WOITHENG.COM

JOB #:	1925
DRAWN:	RLO
QA:	SMW
DATE:	6/30/2024

GRANT OF EASEMENT

This GRANT OF EASEMENT (“Agreement”) is made and effective as of the ___ day of May, 2020 and is entered and executed by, between and among the following parties:

City: **City of Great Falls, Montana**, a municipal corporation existing under the laws of the State of Montana, whose mailing address is _____, Great Falls, MT _____ (hereinafter referred to as the “City” or “Grantor”).

Big Sky Select: **Big Sky Select Properties, LLC**, a limited liability company formed and existing under the laws of the State of Delaware, whose mailing address is 202 2nd Ave. S, Suite 101, Great Falls, MT 59405 (hereinafter cumulatively with all wholly owned or controlled subsidiary entities referred to as “Big Sky Select” or “Grantee”);

WHEREAS: Big Sky Select owns certain real property located in Cascade County, Montana which is particularly described in Exhibit A, which is attached hereto and incorporated by this reference;

WHEREAS: The City owns certain real property located in Cascade County, Montana which is particularly described below in Exhibit B, which attached hereto and incorporated by this reference; and

WHEREAS: The City intends to grant and provide certain easements and rights of way on the terms and conditions described in this Agreement encumbering the Burdened Property (Exhibit B) and benefiting the Benefitted Property (Exhibit A) and each of its successors and assigns.

NOW THEREFORE, in consideration of the mutual promises, grants, covenants, and agreements set forth, described or referred to herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby admitted by each and every party, the parties agree as follows:

1. **Incorporation of Recitals:** Each and every recital and part thereof set forth above is true, correct,
Grant of Easement

and constitutes a vital part of this Agreement, and is incorporated herein by this reference.

2. **Benefitted Property:** The property benefitted by this Agreement and the Easement shall include all parts of the property described in Exhibit A and any and all rights, easements, rights of use, and rights of way associated with said property, whether now existing or hereafter acquired (hereinafter cumulatively referred to as the “Benefitted Property”).
3. **Burdened Property:** The property burdened by this Agreement and the Easement shall include all parts of that real property described and depicted in Exhibit B (hereinafter cumulatively referred to as the “Burdened Property”).
4. **Easement:** The parties to this Agreement, on the terms and conditions and subject to all covenants, conditions and restrictions set forth herein, agree as follows:

A. **Grant of Easement:** On the terms and conditions set forth herein, the City hereby grants, bargains, transfers, and conveys to Big Sky Select, and its owners, tenants, guests, invitees, agents, lessees, customers, successors, and assigns (hereinafter cumulatively the “Benefitted Parties”) as the holder of the Benefitted Property, perpetual, non-exclusive, private, general easements and rights-of-way for the Authorized Purposes within the area described in Exhibit C (“Easement”). The Easement shall encumber the Burdened Property for the benefit of the Benefitted Property and the Benefitted Parties and the City shall not take any actions that interfere with the purpose, use and scope of the Easement.

B. **Purpose, Use and Scope:** The Easement is granted for all lawful purposes, including without limitation the grading and regrading of the Burdened Property, the installation and maintenance of parking areas, trails and related improvements providing for ingress and egress to each and every part of the Benefitted Property, and any and all easements, rights of use, and rights of way associated with the Benefitted Property for the Benefitted Parties for authorized uses and purposes.

The use and scope of this Easement shall be for the purpose of constructing and maintaining a parking lot, and pedestrian trail and any appurtenances, including without limitation any retaining walls, stairways, and accesses thereto, in, over, under, through, and across the Burdened Property as described herein, and for the purpose of constructing, laying, inspecting, operating, maintaining, altering, protecting, enlarging, reducing, or removing parking areas and pedestrian trails, together with any related improvements and appurtenances in, over, under, through, and across the Burdened Property as described herein, together with the right to grade, excavate, alter the terrain, and add or remove material from the Burdened Property, all in accordance with the terms and conditions set forth herein (cumulatively “Authorized Uses”).

The owner of the Benefitted Property shall repair and replace vegetation and improvements that are disturbed as a result of performing activities under this easement and restore the area to substantially the same condition as the property was in prior to such disturbance in a manner reasonably and mutually acceptable to the Parties.

C. **Maintenance, Upkeep, and Snow Removal:** Big Sky Select shall be responsible for the costs incurred by Big Sky Select to regrade the Burdened Property and install the desired

improvements thereon for the Authorized Purposes. The Benefitted Parties shall be responsible for the reasonable costs of maintaining, repairing, and improving the improvements installed on the Burdened Property by Big Sky Select in a manner reasonably and mutually acceptable to the Parties. The Benefitted Parties shall be responsible for snow removal from, and other routine maintenance of, the improvements installed on the Burdened Property with the exception of pedestrian trails.

D. Alteration and Improvement: The owners of the Benefitted Property may make such alterations, repairs, and improvements to the Easement and improvements installed thereon as are reasonably necessary to the use and enjoyment thereof, including without limitation installing lighting and structures reasonably associated with Authorized Uses. Any and all such alterations, repairs and improvements may be made at such times and in such a manner as mutually determined by the Parties, and shall be made at the sole cost and expense of the owners of the Benefitted Property.

5. Miscellaneous:

- a) This Agreement is and shall be deemed jointly drafted and written by all parties to it as each party has had a chance to have this Agreement reviewed by counsel and shall not be construed or interpreted against the party originating or preparing it. Both parties have participated in the preparation of this Agreement and in resolving any ambiguities, the parties agree that there shall be no presumption that the provisions of this Agreement are to be construed against the drafting party.
- b) In the event any provision of this Agreement, part thereof, or the application of such provision to any person or circumstance shall be determined by any Court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, it being understood that such remaining provisions shall be construed in a manner most clearly approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part hereof.
- c) Each party hereto shall do all such things, take and perform all such actions and shall make, execute and deliver such other documents and instruments as shall be reasonably required to carry out the provisions, intent and purposes of this Agreement.
- d) This Agreement shall inure to the benefit of and be binding on each party's successors, assigns, heirs, administrators, representatives and trustees.
- e) The laws of the State of Montana shall govern this Agreement and all claims arising therefrom.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

SIGNATURES: In witness whereof, the following parties have hereunto set their hands and seals as of the day and year set forth above.

Grantor:
CITY OF GREAT FALLS, MONTANA

By: _____
Bob Kelly, Mayor

Date: _____

ATTEST:

By: _____
Lisa Kunz, City Clerk

CITY SEAL

APPROVED FOR LEGAL CONTENT*:

Sara R. Sexe, City Attorney

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

Grantee:
BIG SKY SELECT PROPERTIES, LLC
By: Big Sky Management Services, LLC, Manager

By: _____
Brion Lindseth, Manager

Exhibit A
Real Property Descriptions

Real property situated in Cascade County, Montana and more particularly described as follows:

AMENDED TRACT #1:

BEGINNING AT THE INTERSECTION OF THE COMMON R/W OF THE FORMER CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD AND THE GREAT NORTHERN RAILROAD AND THE NORTH R/W OF THE FIRST AVE. NORTH UNDERPASS HWY., RIGHT-OF-WAY PLAN F-224(5); THE TRUE POINT OF BEGINNING; THENCE N 89°32'45" W, 3.83 FT.; THENCE S 0°27'15" W, 16.2 FT.; THENCE N 89°32'45" W, 29.6 FT.; THENCE N 0°27'15" E, 10.7 FT.; THENCE N 89°32'45" W, 13.6 FT.; THENCE S 0°27'15" W, 10.7 FT.; THENCE N 89°32'45" W, 17.2 FT.; THENCE S 89°31'15" W, 226.60 FT.; THE LAST EIGHT COURSES HAVING BEEN ALONG THE NORTH R/W OF SAID FIRST AVE. NORTH UNDERPASS; THENCE N 45°28'45" W, 68.69 FT.; THENCE N 0°28'45" E, 43.68 FT.; TO A POINT ON THE CURVE; THENCE NORTHEASTERLY ALONG A CURVE WITH R = 790.07 (FORMERLY THE SOUTH R/W OF THE C.M. ST. P. & P. R.R.), AN ARC LENGTH OF 20.38 FT.; THENCE N 0°28'45" E, 80.6 FT. TO THE N.W. R/W OF THE C.M. ST. P. & P. RR (ALSO THE NE CORNER OF C.O.S. #1659); THENCE NORTHEASTERLY ALONG SAID R/W IN A CURVE WITH A RADIUS OF 666.20 FT., AND AN ARC LENGTH OF 383.85 FT.; THENCE S 74°41'30" E, 208.84 FT. TO A POINT, WHICH LIES 10 FT. WEST OF THE CENTERLINE OF GREAT NORTHERN RAILROAD TRACT; THENCE S 8°31'30" W, 377.16 FT. TO THE NORTH R/W OF FIRST AVE. N R/W; THENCE N 89°32'45" W, 96.17 FT. ALONG SAID R/W; THENCE N 0°27'15" E, 13.0 FT.; THENCE N 89°32'45" W, 13.45 FT. TO THE TRUE POINT OF BEGINNING.

ACCORDING TO CS#3607

AMENDED TRACT#2:

BEGINNING AT THE INTERSECTION OF THE COMMON R/W OF THE FORMER CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD AND THE GREAT NORTHERN RAILROAD AND THE NORTH R/W OF THE FIRST AVE. NORTH UNDERPASS HWY., RIGHT-OF-WAY PLAN F-224(5); THENCE N 15°18'30" E, 389.96 FT. TO THE TRUE POINT OF BEGINNING; THENCE N 74°41'30" W. 144.07 FT. TO THE WEST R/W OF THE FORMER C.M. ST. P. & P. RR; THENCE NORTHEASTERLY ALONG THE WEST R/W, 50 FT. FROM AND PARALLEL TO THE CENTERLINE OF SAID R.R., CENTERLINE RADIUS = 716.20 FT., AN ARC DISTANCE OF 99.03 FT. TO EC. STA. 4+36.70; THENCE ALONG THE WEST R/W IN A SPIRAL CURVE WITH A CENTERLINE LENGTH OF 160.0 FT. ON CENTERLINE TO ES STA. 5+96.7; THENCE N 16°55'30" E. 106.0 FT.; THENCE S 73°04'30" E, 150.62 FT. TO A POINT 10 FT. WEST OF CENTERLINE OF THE GREAT NORTHERN R.R.; THENCE SOUTHWESTERLY 10 FT. FROM AND PARALLEL TO A CURVE IN SAID CENTERLINE, WITH A RADIUS OF 1909.86 FT. AN ARC DISTANCE OF 31.72 FT.; THENCE SOUTHWESTERLY PARALLEL TO A CURVE, WITH A RADIUS OF 1637.02 FT., ARC DISTANCE OF 194.99 FT.; THENCE S 8°31'30" W. 127.41 FT.; THENCE N 74°41'30" W. 64.77 FT. TO THE TRUE POINT OF BEGINNING.

Prior Deed Reference: Document No. R0384096.

Exhibit B
Real Property Descriptions

Real property situated in Cascade County, Montana and more particularly described as follows:

Township 20 North, Range 3 East:

Section 01, IN NW2SW4, IN NESW MK B

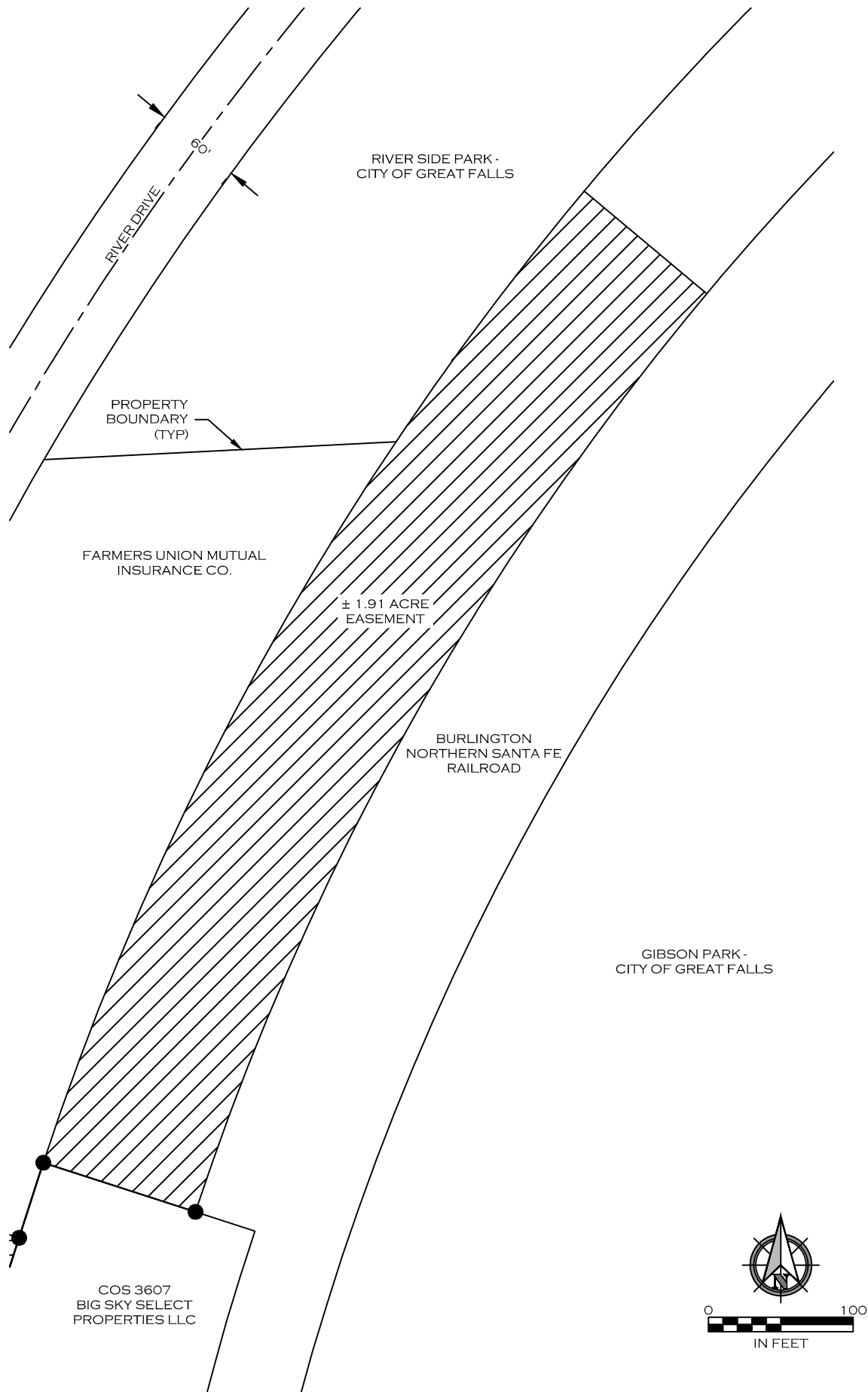
Exhibit C
Real Property Descriptions

Real property situated in Cascade County, Montana, generally depicted on the attached, and more particularly described as follows:

[LEGAL AND DRAWING OF EASEMENT TRACT ALONG RAILROAD]

EXHIBIT 'C'

AN EASEMENT WITHIN CITY OF GREAT FALLS PARCEL DESCRIBED AS SECTION 01, IN NW2SW4, IN NESW MK B, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA AND CITY OF GREAT FALLS PARCEL DESCRIBED AS SECTION 02, IN SESE MK B ELKS RIVERSIDE PARK, TOWNNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA



EX-A
1 OF 1

MILWAUKEE STATION APARTMENTS - PARKING EASEMENT

WOITH ENGINEERING, INC.
ENGINEERS & SURVEYORS
405 3RD STREET NW, SUITE 206 • GREAT FALLS, MT 59404 • 406-761-1955
 3860 O'LEARY STREET, SUITE A • MISSOULA, MT 59808 • 406-203-9565
 • WWW.WOITHENG.COM •

JOB #:	1925
DRAWN:	RLO
QA:	SMW
DATE:	7/6/20

GRANT OF EASEMENT

This GRANT OF EASEMENT (“Agreement”) is made and effective as of the ___ day of May, 2020 and is entered and executed by, between and among the following parties:

City: **City of Great Falls, Montana**, a municipal corporation existing under the laws of the State of Montana, whose mailing address is P.O. Box 5021, Great Falls, MT 59403 (hereinafter referred to as the “City” or “Grantor”).

Big Sky Select: **Big Sky Select Properties, LLC**, a limited liability company formed and existing under the laws of the State of Delaware, whose mailing address is 202 2nd Ave. S, Suite 101, Great Falls, MT 59405 (hereinafter cumulatively with all wholly owned or controlled subsidiary entities referred to as “Big Sky Select” or “Grantee”);

WHEREAS: Big Sky Select owns certain real property located in Cascade County, Montana which is particularly described in Exhibit A, which is attached hereto and incorporated by this reference;

WHEREAS: The City owns certain real property located in Cascade County, Montana which is particularly described below in Exhibit B, which attached hereto and incorporated by this reference; and

WHEREAS: The City intends to grant and provide certain easements and rights of way on the terms and conditions described in this Agreement encumbering the Burdened Property (Exhibit B) and benefiting the Benefitted Property (Exhibit A) and each of its successors and assigns.

NOW THEREFORE, in consideration of the mutual promises, grants, covenants, and agreements set forth, described or referred to herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby admitted by each and every party, the parties agree as follows:

1. **Incorporation of Recitals:** Each and every recital and part thereof set forth above is true, correct, and constitutes a vital part of this Agreement, and is incorporated herein by this reference.

2. **Benefitted Property:** The property benefitted by this Agreement and each of the easements granted herein shall include all parts of the property described in Exhibit A and any and all rights, easements, rights of use, and rights of way associated with said property, whether now existing or hereafter acquired (hereinafter cumulatively referred to as the “Benefitted Property”).
3. **Burdened Property:** The property burdened by this Agreement and each of the easements granted herein shall include all parts of that real property described and depicted in Exhibit B (hereinafter cumulatively referred to as the “Burdened Property”).
4. **Easements:** The parties to this Agreement, on the terms and conditions and subject to all covenants, conditions and restrictions set forth herein, agree as follows:

A. Grant of Access Easement: On the terms and conditions set forth herein, the City hereby grants, bargains, transfers, and conveys to Big Sky Select, and its owners, tenants, guests, invitees, agents, lessees, customers, successors, and assigns (hereinafter cumulatively the “Benefitted Parties”), as the holder of the Benefitted Property, perpetual, non-exclusive, private, general easements and rights-of-way for the Access Uses within the designated area set forth in Exhibit C (“Access Easement”). The Access Easement shall encumber the Burdened Property for the benefit of the Benefitted Property and the Benefitted Parties, and the City shall not take any actions that interfere with the purposes, use, and scope of the Access Easement, except those required under applicable zoning other applicable ordinances or regulations.

The purposes, uses, and scope of the general Access Easement shall include without limitation, commercial, residential, and recreational uses as are allowed under applicable zoning or other applicable ordinances or regulations, including the construction, installation, operation, repair, maintenance, alteration, enlargement, reduction, or removal of roadways, walkways, trails, and related areas, and improvements and appurtenances related thereto, including without limitation, lighting, shoulders, curbing, gutters, aprons, shoulders, retentions walls and structures, stairways, and accesses; Utility Uses and related improvements and appurtenances; and the right to grade, excavate, and alter the terrain and add and remove material to accommodate the purposes and uses described herein (“Access Uses”). Parking on the Burdened Property is specifically excluded from this Easement.

The owner of the Benefitted Property shall repair and replace trees and other vegetation and improvements that are disturbed as a result of performing activities under this easement and restore the area to substantially the same condition as the property was in prior to such disturbance in a manner reasonably and mutually acceptable to the Parties.

B. Grant of Utility Easement: On the terms and conditions set forth herein, the City hereby grants, bargains, transfers, and conveys to the Benefitted Parties perpetual, non-exclusive, private, general easements and rights-of-way for the Utility Uses within the designated area set forth in Exhibit C (“Utility Easement”). The Utility Easement shall encumber the Burdened Property for the benefit of the Benefitted Property and the Benefitted Parties, and the City shall not take any actions that interfere with the purposes, use, and scope of the Utility Easement, except those required under applicable zoning other applicable ordinances or regulations.

The purposes, uses, and scope of the general Utility Easement shall include without limitation, except those required under applicable zoning other applicable ordinances or regulations, commercial, residential, and recreational uses and related utilities including without limitation the construction, installation, operation, inspection, maintenance, alteration, protection, enlargement, reduction, and removal of any and all utilities, including without limitation, water, sewer, gas, electric, storm water disposition and retention, and communication lines, together with any and all necessary or convenient valves, controls, metering, housing and other related equipment, improvements, storage or housing, all of which may be installed in, over, under, through or across the Burdened Property (“Utility Uses”) in a manner reasonably and mutually acceptable to the Parties.

The owner of the Benefitted Property shall repair and replace trees and other vegetation and improvements that are disturbed as a result of performing activities under this easement and restore the area to substantially the same condition as the property was in prior to such disturbance in a manner reasonably and mutually acceptable to the Parties.

- C. Grant of Landscape Easement:** On the terms and conditions set forth herein, the City hereby grants, bargains, transfers, and conveys to the Benefitted Parties, perpetual, non-exclusive, private, general easements and rights-of-way for the Landscape Uses within the designated area set forth in Exhibit C (“Landscape Easement”). The Landscape Easement shall encumber the Burdened Property for the benefit of the Benefitted Property and the Benefitted Parties, and the City shall not take any actions that interfere with the purposes, use, and scope of the Landscape Easement, except those required under applicable zoning other applicable ordinances or regulations.

The purposes, uses, and scope of the general Landscape Easement shall include without limitation, commercial, residential, and recreational uses as are allowed under applicable zoning or other applicable ordinances or regulations, including; the construction, installation, operation, repair, maintenance, alteration, enlargement, reduction, or removal of grading, planting, landscaping and related improvements and appurtenances, including without limitation, lighting, aprons, shoulders, retention walls and structures, stairways, and accesses; and the right to grade, excavate, and alter the terrain and add and remove material to accommodate the purposes and uses described herein (“Landscape Uses”). The owner of the Benefitted Property shall repair and replace trees and other vegetation and improvements that are disturbed as a result of performing activities under this easement and restore the area to substantially the same condition as the property was in prior to such disturbance in a manner reasonably and mutually acceptable to the Parties.

- D. Maintenance, Upkeep, and Snow Removal:** Big Sky Select shall be responsible for the costs incurred by Big Sky Select to install improvements on, under and across the Access Easement, Utility Easement and Landscape Easement. The Benefitted Parties shall be responsible for the reasonable costs of maintaining, repairing, and improving the roadways, and pedestrian trails installed on the Burdened Property in a manner reasonably and mutually acceptable to the Benefitted Parties. The Benefitted Parties shall be responsible for the reasonable costs of snow removal from, and other routine maintenance of, from the roadways installed on the Burdened Property. The City shall be responsible for the maintenance, repairs, and improvements of any and all utilities installed within the

Burdened Property and dedicated to the City, and the City shall repair and replace improvements that are disturbed as a result of performing such maintenance, repairs and improvements and restore the area to substantially the same condition as the property was in prior to such disturbance.

- E. Alteration and Improvement:** The owners of the Benefitted Property may make such alterations, repairs, and improvements to the easements and improvements installed thereon as are reasonably necessary to the use and enjoyment thereof, including without limitation installing lighting and structures reasonably associated with any of the authorized uses. Any and all such alterations, repairs and improvements may be made at such times and in such a manner as mutually determined by the Parties, and shall be made at the sole cost and expense of the owners of the Benefitted Property.

5. Miscellaneous:

- a) This Agreement is and shall be deemed jointly drafted and written by all parties to it as each party has had a chance to have this Agreement reviewed by counsel and shall not be construed or interpreted against the party originating or preparing it. Both parties have participated in the preparation of this Agreement and in resolving any ambiguities, the parties agree that there shall be no presumption that the provisions of this Agreement are to be construed against the drafting party.
- b) In the event any provision of this Agreement, part thereof, or the application of such provision to any person or circumstance shall be determined by any Court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, it being understood that such remaining provisions shall be construed in a manner most clearly approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part hereof.
- c) Each party hereto shall do all such things, take and perform all such actions and shall make, execute and deliver such other documents and instruments as shall be reasonably required to carry out the provisions, intent and purposes of this Agreement.
- d) This Agreement shall inure to the benefit of and be binding on each party's successors, assigns, heirs, administrators, representatives and trustees.
- e) The laws of the State of Montana shall govern this Agreement and all claims arising therefrom.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

SIGNATURES: In witness whereof, the following parties have hereunto set their hands and seals as of the day and year set forth above.

Grantor:
CITY OF GREAT FALLS, MONTANA

By: _____
Bob Kelly, Mayor

Date: _____

ATTEST:

By: _____
Lisa Kunz, City Clerk

CITY SEAL

APPROVED FOR LEGAL CONTENT*:

Sara R. Sexe, City Attorney

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

Grantee:
BIG SKY SELECT PROPERTIES, LLC
By: Big Sky Management Services, LLC, Manager

By: _____
Brion Lindseth, Manager

Exhibit A
Real Property Descriptions

Real property situated in Cascade County, Montana, generally depicted on the attached, and more particularly described as follows:

AMENDED TRACT #1:

BEGINNING AT THE INTERSECTION OF THE COMMON R/W OF THE FORMER CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD AND THE GREAT NORTHERN RAILROAD AND THE NORTH R/W OF THE FIRST AVE. NORTH UNDERPASS HWY., RIGHT-OF-WAY PLAN F-224(5); THE TRUE POINT OF BEGINNING; THENCE N 89°32'45" W, 3.83 FT.; THENCE S 0°27'15" W, 16.2 FT.; THENCE N 89°32'45" W, 29.6 FT.; THENCE N 0°27'15" E, 10.7 FT.; THENCE N 89°32'45" W, 13.6 FT.; THENCE S 0°27'15" W, 10.7 FT.; THENCE N 89°32'45" W, 17.2 FT.; THENCE S 89°31'15" W, 226.60 FT.; THE LAST EIGHT COURSES HAVING BEEN ALONG THE NORTH R/W OF SAID FIRST AVE. NORTH UNDERPASS; THENCE N 45°28'45" W, 68.69 FT.; THENCE N 0°28'45" E, 43.68 FT.; TO A POINT ON THE CURVE; THENCE NORTHEASTERLY ALONG A CURVE WITH R = 790.07 (FORMERLY THE SOUTH R/W OF THE C.M. ST. P. & P. R.R.), AN ARC LENGTH OF 20.38 FT.; THENCE N 0°28'45" E, 80.6 FT. TO THE N.W. R/W OF THE C.M. ST. P. & P. RR (ALSO THE NE CORNER OF C.O.S. #1659); THENCE NORTHEASTERLY ALONG SAID R/W IN A CURVE WITH A RADIUS OF 666.20 FT., AND AN ARC LENGTH OF 383.85 FT.; THENCE S 74°41'30" E, 208.84 FT. TO A POINT, WHICH LIES 10 FT. WEST OF THE CENTERLINE OF GREAT NORTHERN RAILROAD TRACT; THENCE S 8°31'30" W, 377.16 FT. TO THE NORTH R/W OF FIRST AVE. N R/W; THENCE N 89°32'45" W, 96.17 FT. ALONG SAID R/W; THENCE N 0°27'15" E, 13.0 FT.; THENCE N 89°32'45" W, 13.45 FT. TO THE TRUE POINT OF BEGINNING.

ACCORDING TO CS#3607

AMENDED TRACT#2:

BEGINNING AT THE INTERSECTION OF THE COMMON R/W OF THE FORMER CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD AND THE GREAT NORTHERN RAILROAD AND THE NORTH R/W OF THE FIRST AVE. NORTH UNDERPASS HWY., RIGHT-OF-WAY PLAN F-224(5); THENCE N 15°18'30" E, 389.96 FT. TO THE TRUE POINT OF BEGINNING; THENCE N 74°41'30" W, 144.07 FT. TO THE WEST R/W OF THE FORMER C.M. ST. P. & P. RR; THENCE NORTHEASTERLY ALONG THE WEST R/W, 50 FT. FROM AND PARALLEL TO THE CENTERLINE OF SAID R.R., CENTERLINE RADIUS = 716.20 FT., AN ARC DISTANCE OF 99.03 FT. TO EC. STA. 4+36.70; THENCE ALONG THE WEST R/W IN A SPIRAL CURVE WITH A CENTERLINE LENGTH OF 160.0 FT. ON CENTERLINE TO ES STA. 5+96.7; THENCE N 16°55'30" E, 106.0 FT.; THENCE S 73°04'30" E, 150.62 FT. TO A POINT 10 FT. WEST OF CENTERLINE OF THE GREAT NORTHERN R.R.; THENCE SOUTHWESTERLY 10 FT. FROM AND PARALLEL TO A CURVE IN SAID CENTERLINE, WITH A RADIUS OF 1909.86 FT. AN ARC DISTANCE OF 31.72 FT.; THENCE SOUTHWESTERLY PARALLEL TO A CURVE, WITH A RADIUS OF 1637.02 FT., ARC DISTANCE OF 194.99 FT.; THENCE S 8°31'30" W, 127.41 FT.; THENCE N 74°41'30" W, 64.77 FT. TO THE TRUE POINT OF BEGINNING.

Prior Deed Reference: Document No. R0384096.

Exhibit B
Real Property Descriptions

Real property situated in Cascade County, Montana, generally depicted on the attached, and more particularly described as follows:

Township 20 North, Range 3 East:

Section 11, IN NE EAST OF RIVER DR MK B SPECIMAN PARK

Also known as Sight and Sound Park and which is depicted on the attached diagram.

Exhibit C
Easements Locations Descriptions

Real property situated in Cascade County, Montana, generally depicted on the attached, and more particularly described as follows:

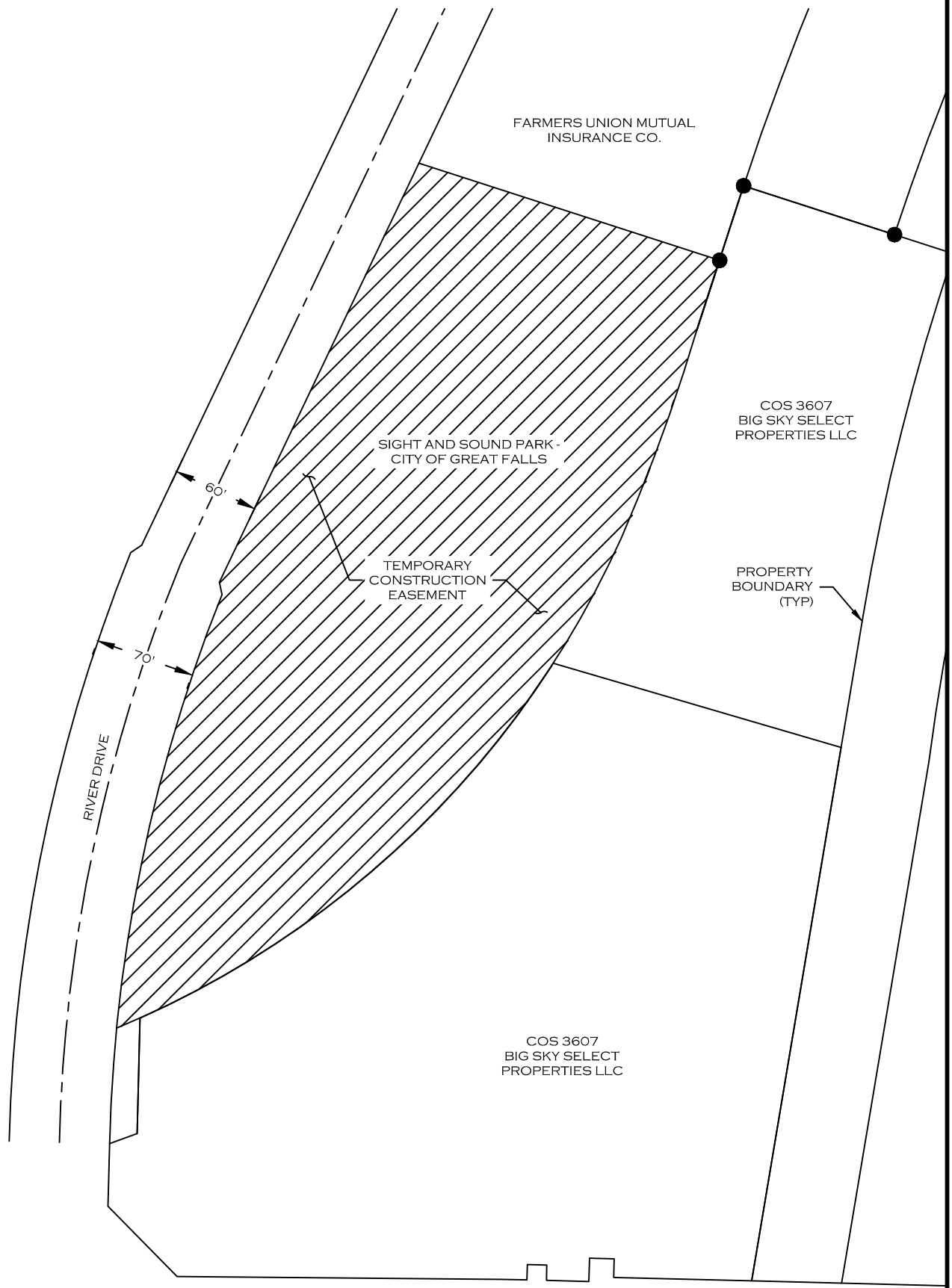
Access Easement:

Utility Easement:

Landscape Easement:

EXHIBIT 'C'

A TEMPORARY CONSTRUCTION EASEMENT ACROSS SIGHT AND SOUND PARK, PARCEL IN THE NORTHEAST ONE-QUARTER (NE 1/4), SECTION 11, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M. CASCADE COUNTY, MONTANA



0 100
IN FEET

EX-C

MILWAUKEE STATION APARTMENTS -
TEMPORARY CONSTRUCTION EASEMENT

1 OF 1

WOITH ENGINEERING, INC.
ENGINEERS & SURVEYORS
 405 3RD STREET NW, SUITE 206 • GREAT FALLS, MT 59404 • 406-761-1955
 3860 O'LEARY STREET, SUITE A • MISSOULA, MT 59808 • 406-203-9565
 • WWW.WOITHENG.COM •

JOB #:	1925
DRAWN:	RLO
QA:	SMW
DATE:	6/30/2011



COLOR VERIFICATION
 ELEMENTS ON THIS SHEET ARE
 INTENDED TO BE IN COLOR. IF
 PROPERLY REPRODUCED, RED, GREEN
 AND BLUE WILL BE VISIBLE.

LEGAL DESCRIPTION

THE PORTION OF LAND DESCRIBED AS TRACTS 1 AND 2 OF
 CERTIFICATE OF SURVEY 3607 LOCATED IN SECTION 11,
 TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M. GREAT FALLS,
 CASCADE COUNTY, MONTANA

KEY NOTES

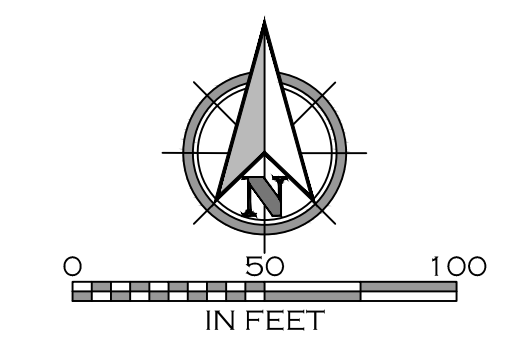
- ① PROPOSED BUILDING TO CONNECT TO EXISTING OFFICE BUILDING
- ② PROPOSED RESTAURANT AND WINE BAR
- ③ PROPOSED 112 UNIT APARTMENT COMPLEX

NOTE

SHOWN BOUNDARY IS GRAPHICAL BASED ON GIS DATA
 PROVIDED BY THE CITY OF GREAT FALLS.

LEGEND

- PROPOSED BUILDING
- PROPOSED CONCRETE/SIDEWALK
- PROPOSED ASPHALT ROAD
- PROPOSED CURB
- PROPOSED CHAINLINK FENCE



JOB #:	DATE:
1925	
DRAWN: ARH	
DESIGN: ARH	
QA: RLO	
DATE: 06062020	

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ENGINEERS & SURVEYORS
 GREAT FALLS • MISSOULA • WWW.WOITHENG.COM
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MILWAUKEE STATION APARTMENTS
 GREAT FALLS, MONTANA
 OVERALL SITE PLAN & PROPOSED EASEMENTS

EX-A



Commission Meeting Date: August 18, 2020

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Ordinance 3220, “An Ordinance Repealing and Replacing Title 3 of the Official Code of the City of Great Falls (OCCGF), pertaining to Revenue and Finance,” and City of Great Falls Finance Policies.

From: Legal Department/Finance Department

Initiated By: Legal Department/Finance Department

Presented By: Sara R. Sexe, City Attorney
Melissa Kinzler, Finance Director

Action Requested: Conduct a public hearing and afterward, adopt Ordinance 3220 on second reading and approve the updated City of Great Falls Finance Policies.

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:
 - a. “I move that the City Commission (adopt/deny) Ordinance 3220.”
 - b. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.
 2. Commissioner moves:
 - a. “I move that the City Commission (approve/not approve) the updated City of Great Falls Finance Policies, including attachments.”
 - b. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.
-

Staff Recommendation:

Staff recommends the City Commission conduct a public hearing, adopt Ordinance 3220 and approve the City of Great Falls Finance Policies.

Background/Recommendation:

In order to improve on process consistency, efficiency, and predictability for City staff and outside vendors and contractors, over the past couple of years City Staff endeavored to update the City Finance Policies for City Manager and City Commission consideration. Staff formed a City Purchasing Policy Committee which included the Deputy City Manager and representatives from the Finance, Legal, City Clerk's Office, Park & Recreation, Police, Fire, Human Resources, Planning & Community Development, and Public Works Departments. The Committee met once a week from August 2018 to February 2019 and Finance met with individuals on specific items after February 2019. The Committee made efforts to align the Policies with current law and City practice. The Committee also considered and vetted various process improvements for consideration.

The last update to the financial policies was in December, 2004. Since then, many City departments had questions about old outdated policies. Also, the City financial software changed on July 1, 2020. Staff intended to present these policy updates before the July 1 software implementation in order to create a smooth transition, but scheduling was delayed because of the COVID-19 pandemic. The City's purchasing is decentralized, meaning that each Department completes its own purchases. The Committee looked at changing policies to be more efficient for staff in all departments to maintain this decentralized process, while maintaining internal controls.

At the July 21, 2020 Work Session Staff presented the City Commission with drafts of the updated Finance Policies and proposed Title 3 code changes. At that time, Commissioner Houck recommended changing the policy regarding tip amounts to not more than 20%, versus 15%. This change was made to the Finance Policies, attachment 4.

Staff refers to the proposed Finance Policies, the July 21, 2020 Work Session presentation, and attached forms for full details of the proposed substantive changes. A summary of the changes from the 2004 Policy includes:

- 1) Increasing City Manager-required Approval from \$5,000 to \$25,000;
- 2) Increasing Fixed Assets threshold amounts from \$5,000 to \$25,000 (which was supported by City auditors);
- 3) Changing from a \$5,000 report to \$25,000 report (staff would alternatively suggest deleting the report entirely and instead providing a check register with all checks. Once the transition to the new software is complete a \$25,000 report and a corresponding register will be provided for the Commission to review and indicate preference);
- 4) Changing the requirement of three written quotes for purchases up to \$25,000 to two written or oral quotes or other supporting documentation;
- 5) Changing the requirement for three written quotes for purchases over \$25,000 and up to \$80,000, to requiring departments to solicit a minimum of two written quotes;
- 6) Updating the Quotes form;
- 7) Updating the Sole Source form;
- 8) Allowing for an annual Small Works Roster, so that contractors may annually sign contracts and provide insurance and other documentation to be included on the Roster and be more readily available for immediate City needs for services under \$25,000, without having to go through contract approval processes and obtaining insurance coverages and endorsements for multiple projects throughout the year;
- 9) Creating checklists and flowcharts for staff's use for compliance with processes and laws;
- 10) Adding an IT purchasing policy, requiring that technology purchases must be reviewed by the IT Manager prior to purchase;

- 11) Adding a Central Garage section, requiring purchases to be reviewed by Central Garage Fleet Manager and then approved by City Manager;
- 12) Creating an electronic Intent to Create form and processes;
- 13) Updates to the Architectural, Engineering, and Surveying Policy;
- 14) Increasing petty cash up to \$100 rather than the previous limit of \$35; and
- 15) Updating Real and Personal Property Sale, Trade, or Lease Policy to have consistent dollar amounts of \$25,000.

After first reading, Staff made changes to Ordinance 3220 and the proposed Finance Policies changes. These included typographical correction and the changing language regarding “bids” to “bids/proposals” for clarification to both the code and the policies.

Staff recommends that, after a public hearing, that the City Commission adopt the changes to Title 3 which correspond with the proposed Finance Policies changes, and then approve the updated Finance Policies. To allow for finance consistency, Staff requests that the effective date of both be retroactive to July 1, 2020.

Updated Ordinance 3220 and Exhibit A, along with the Finance Policies, are attached to this Agenda Report for the Commission’s consideration.

Alternatives: The Commission could deny Ordinance 3220, or the Finance Policies, or the Commission could postpone action on the item to a date certain for further suggested amendments.

Concurrences:

City Manager
Deputy City Manager
All City Departments

Attachments/Exhibits:

Ordinance 3220 (amended from August 4 reading);
Ord. 3220, Exhibit A (amended from August 4 reading);
Finance Policies, including attachments 1-27

ORDINANCE 3220

AN ORDINANCE REPEALING AND REPLACING TITLE 3 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO REVENUE AND FINANCE

* * * * *

WHEREAS, in order to improve on process consistency, efficiency, and predictability for City staff and outside vendors and contractors, City staff endeavored to update City Financial Policies which had been in effect since December, 2004; and

WHEREAS, the City’s purchasing is decentralized, meaning that each Department completes their own purchases, the City desires to update and change its policies to be more efficient for staff in all departments to maintain this decentralized process, while maintaining internal controls; and

WHEREAS, Staff formed a City Purchasing Policy Committee which included the Deputy City Manager, representatives from the Finance, Legal, City Clerk’s Office, Park & Recreation, Police, Fire, Human Resources, Planning and Community Development, and Public Works Departments, to align the Policies with current law and City practice; and

WHEREAS, the Committee also considered and vetted various process improvements since the last update to the purchasing policies; and

WHEREAS, the City financial software changed on July 1, 2020 and Staff had intended to present policy updates before the July 1 software implementation in order to create a smooth transition, but scheduling was delayed because of the COVID-19 pandemic; and

WHEREAS, the Title 3 requires revision, in order to correspond with the Purchasing Policy update.

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

Section 1. OCCGF Title 3 is hereby repealed and replaced 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. The changes to Title 3 are retroactive to July 1, 2020; and

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

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading August 4, 2020.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading August 18, 2020.

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 3220 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

Exhibit "A"

Title 3 REVENUE AND FINANCE

Title 3 REVENUE AND FINANCE

Chapter

Chapter 1 RESERVED

Chapter 2 - ~~BIDDING PREFERENCE FOR COMMUNITY INVESTMENT~~ **REPEALED AND RESERVED**

Chapter 3 RESERVED

Chapter 4 - REAL AND PERSONAL PROPERTY SALE, TRADE OR LEASE

Chapter 5 RESERVED

Chapter 6 - SALE OF UNCLAIMED PERSONAL PROPERTY

Chapter 7 RESERVED

Chapter 8 - PURCHASING

Chapter 9 RESERVED

Chapter 10 - CONTRACTS

Chapter 11 RESERVED

Chapter 12 - SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND

Chapter 1 RESERVED

Chapter 2 REPEALED and RESERVED ~~BIDDING PREFERENCE FOR COMMUNITY INVESTMENT~~

Sections:

~~3.2.010 Purpose.~~

~~3.2.020 Preference.~~

~~3.2.010 Purpose.~~

~~To promote investment and employment in the local community, it is hereby deemed to be in the public interest to allow a preference in awarding public contracts to certain contractors who invest in employment producing businesses or institutions in Great Falls. Such a preference may be allowed at the discretion of the City Commission when the contract and investment opportunities are conducive to the application.~~

Exhibit "A"

Title 3 REVENUE AND FINANCE

3.2.020 Preference.

- ~~A. A public contract may be awarded to the lowest responsible bidder and, when qualifying, bids shall be compared after reducing the amount bid by a credit which shall not exceed five (5) percent of the original bid amount. A bid qualifies for the credit as follows:~~
- ~~1. The City shall allow a credit, in a ratio to be determined by the City Commission, for an amount committed by the bidder to an employment producing business or institution in the City.~~
 - ~~2. Such an investment commitment shall be expressly included in the contract and must be demonstrably employment producing in a new or expanding business or institution.~~
 - ~~3. The City Commission must approve the proposed investment to ensure compliance with the public purpose.~~
- ~~B. If the investment is not made within the contract period, the bidder will make payment in the full amount of the investment commitment to the Economic Development Revolving Fund at the expiration of said contract. Such amount may be withheld from final payments due under the contract.~~

Chapter 3 RESERVED

Chapter 4 REAL AND PERSONAL PROPERTY SALE, TRADE OR LEASE

Sections:

- 3.04.010 Sale, trade or lease.
- 3.04.020 Park Board.
- 3.04.030 Public hearing.
- 3.04.040 Appraisal.
- 3.04.050 Bidding.
- 3.04.060 Development proposal.
- 3.04.070 Sell, trade or lease—personal property.
- 3.04.080 Sale, trade, grant, donate or lease to governmental entities.

3.04.010 Sale, trade or lease.

The City may sell, trade or lease for any period of time any real property whether or not the same be held in trust for a specific purpose without a vote of the electors and when passed by a four-fifths (4/5) vote of all the members of the City Commission.

3.04.020 Park Board.

~~In the case of~~ **If property is held in trust for park purposes, and before the sale, trade or lease of the same, the Park Board shall review the any proposal for sale, trade or lease of the property, and make a recommendation to the City Commission.**

Exhibit "A"

Title 3 REVENUE AND FINANCE

3.04.030 Public hearing.

Before final consideration by the City Commission of the sale, trade or lease of City property, the City Commission shall hold a public hearing thereon and allow at least fifteen (15) days' notice of the time and place of such hearing to be published in a paper of general circulation in the City.

3.04.040 Appraisal.

- A. The City shall obtain an appraisal of the subject property for sale or trade to determine a minimum price except and unless the cost of appraisal is estimated to exceed seven (7) percent of the value of the subject property whereupon the City shall establish a minimal price by comparable sales or leases in the area. Estimated land values shall be determined by other comparable sales or leases in the area. If a minimum price or value is established by appraisal, no bid or trade shall be accepted which does not meet or exceed the appraised value.
- B. Regardless of the limitations imposed by subsection A of this section, the City Commission may require an appraisal to establish a minimum price on any or all property whenever it is deemed in the best interest of the City.

3.04.050 Bidding.

- A. The sale, trade, or lease of ~~said~~ **real** property must be made to the highest responsible bidder except:
 1. Where there is no actual potential for more than one (1) party interested in making a bid;
 2. For a lease of recreational facilities related to special events; ~~or~~
 3. Where the City trades or exchanges for property of a like kind with equal or greater value; **or**
 4. Where the use is to continue for a public purpose and the same is subject to a reversion to the City should the use ever be changed to any other purpose.
- B. Advertisement for bids/proposals shall be made once in a paper of general circulation in the City with the publication to be not less than five (5) nor more than twelve (12) days before ~~consideration of bids~~ the bid/proposal due date.

3.04.060 Development proposal.

The City may require a development proposal for the sale, transfer or lease of property which may include but not be limited to designation of a specific use or other conditions established by the City Commission.

3.04.070 Sell, trade or lease—personal property.

The City may sell, trade or lease any personal property by negotiation without advertising for bids, for any period of time, unless the value thereof, either singularly or in the aggregate, exceeds ~~ten~~ **twenty five** thousand dollars (\$~~10~~-**25**,000.00) whereupon such sale, trade or lease must be made to the highest bidder.

- A. An appraisal may be required to determine value or establish a minimum price for such property;
- B. Advertisement for bids/proposals shall be made once in a paper of general circulation in the City with publication to be not less than five (5) not more than twelve (12) days before ~~consideration of bids~~ the bid/proposal due date; or the City may place the item on an internet auction site with an established minimum price.

Exhibit "A"

Title 3 REVENUE AND FINANCE

- C. Where any single item of personal property ~~exceeds~~ **does not exceed** a reasonably estimated value of ~~one~~ **twenty five** thousand dollars (\$~~1~~ **25,000.00**), the same ~~must~~ **may** be declared surplus property by the ~~City Commission~~ **Department Head** prior to sale;
- D. This section is intended to supersede 7-5-4307 MCA and any other relevant statute.

3.04.080 Sale, trade, grant, donate or lease to governmental entities.

The City may sell, trade, grant, donate, or lease for any period of time any real or personal property to a governmental entity by negotiation without an appraisal or advertising for bids. If, by grant or donation, the real or personal property ~~must be~~ **is** retained for a direct or perpetual public benefit or use. Requirements, as specified in Sections 3.04.010, 3.04.020, and 3.04.030 herein, remain applicable to this section.

Chapter 5 RESERVED.

Chapter 6 SALE OF UNCLAIMED PERSONAL PROPERTY

Sections:

3.6.010 City to sell or dispose.

3.6.020 Notice of sale or disposal.

3.6.010 City to sell or dispose.

- A. All unclaimed, non-evidentiary personal property of a value more than twenty dollars (\$20.00), in the possession of the Great Falls Police Department (GFPD) for a period of at least three (3) months, may be sold by the City at public auction for cash to the highest bidder or disposed of in any appropriate manner not in conflict with any federal, state, or local laws or regulations.
- B. The GFPD shall attempt to notify the legal owner of unclaimed property by publishing a list of unclaimed property in its custody the first week of ~~January, April, July, and October~~ of each calendar ~~year~~ **month** on the Great Falls City website.
- C. A properly documented finder of unclaimed property that has been held in GFPD custody may take lawful possession of the property, in a manner not in conflict with any federal, state, or local laws and regulations, if the property remains unclaimed for a period of at least three (3) months.
- D. Upon proof of legal ownership, the GFPD shall restore the unclaimed property to its legal owner.

3.6.020 Notice of sale or disposal.

- A. If the subject property is to be sold at public auction or disposed of in any appropriate manner not in conflict with any federal, state, or local laws and regulations, or returned to a properly documented finder, notice of the time and place of the public auction or disposal shall be published not less than ten (10) calendar days prior to the date of the public auction or disposal.
- B. Notice pursuant to this section shall be published in a newspaper of general circulation in the incorporated City limits, on the Great Falls Civic Center posting board, and on the Great Falls City website.

Chapter 7 RESERVED

Exhibit "A"

Title 3 REVENUE AND FINANCE

Chapter 8 PURCHASING**Sections:**

- 3.8.010 ~~Definitions~~ **Purchasing policies.**
- 3.8.020 ~~Methods of source selection.~~ **RESERVED.**
- 3.8.030 Competitive sealed bidding.
- 3.8.040 Competitive sealed proposals.
- 3.8.050 Small purchases.
- 3.8.060 Sole source procurement — records.
- 3.8.070 Cancellation of invitations for bids or requests for proposals.
- 3.8.080 Non-responsibility of bidders and offerors — nondisclosure.
- 3.8.090 Types of contracts.
- 3.8.100 Approval of accounting system.
- 3.8.110 Bid and contract performance security.
- 3.8.120 Contracts - terms, extensions, and time limits.
- 3.8.130 Reporting of anti-competitive practices.
- 3.8.140 Insurance requirements and limits.

3.8.010 Definitions Purchasing policies.

To supplement the requirements in this Chapter and to ensure that fair, competitive and open purchasing decisions are made in the City's best interests, the City Manager may adopt purchasing policies for use by City Departments.

~~As used in this part, the following definitions apply:~~

~~"Cost-reimbursement contract" means a contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this chapter and a fee, if any.~~

~~"Established catalog price" means the price included in a catalog price list, schedule, or other form that:~~

- ~~A. — Is regularly maintained by a manufacturer or contractor;~~
- ~~B. — Is either published or otherwise available for inspection by customers; and~~
- ~~C. — States prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the supplies or services involved.~~

~~"Invitation for bids" means all documents, whether attached or incorporated by reference, utilized for soliciting bids.~~

~~"Purchase description" means the words used in a solicitation to describe the supplies or services to be purchased and includes specifications attached to or made a part of the solicitation.~~

Exhibit "A"

Title 3 REVENUE AND FINANCE

"Request for proposals" means all documents, whether attached or incorporated by reference, utilized for soliciting proposals.

"Responsible bidder or offeror" means a person who has the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance.

"Term contract" means a contract in which supplies or services are purchased at a predetermined unit price for a specific period of time.

3.8.020 ~~Methods of source selection.~~ RESERVED.

- A. ~~Unless otherwise authorized by law, all City contracts for supplies and services must be awarded by competitive sealed bidding, pursuant to 3.08.030, except as provided in 3.08.040 through 3.08.060. Supplies or services offered for sale, lease, or rental by public utilities are exempt from this requirement if the prices of the supplies or services are regulated by the Public Service Commission or other governmental authority.~~
- B. ~~At the time the City or a department opens bids or proposals, if a supplier's current publicly advertised or established catalog price is received at or before the time the bids or proposals are opened and is less than the bid of the lowest responsible and responsive bidder or offeror or improves upon the conditions for the best proposal received using the same factors and weights included in the proposal, the department or purchasing agency may reject all bids and purchase the supply from that supplier without meeting the requirements of 3.08.030 through 3.08.060.~~
- C. ~~An office supply procured through bulk purchase or procured under a term contract may be purchased, without meeting the requirements of 3.08.030 through 3.08.060, from a supplier whose publicly advertised or established catalog price is less than the price offered by or under the term contract. A City office supply term contract must include a provision by which the contracting parties acknowledge and agree to the provisions of this subsection.~~

3.8.030 Competitive sealed bidding.

- A. An invitation for bids must be issued and must include a purchase description and conditions applicable to the procurement.
- B. Adequate public notice of the invitation for bids must be given a reasonable time prior to the date set forth therein for the opening of bids, in the same manner as provided in 7-5-4302 MCA. ~~Notice may include publication in a newspaper of general circulation at a reasonable time prior to bid opening.~~
- C. Bids must be opened publicly in the presence of one (1) or more witnesses at the time and place designated in the invitation for bids. Each bidder has the right to be present, either in person or by agent, when the bids are opened and has the right to examine and inspect all bids. The amount of each bid and such other relevant information as may be specified by rule, together with the name of each bidder, must be recorded. The record must be open to public inspection after the ~~time of award at the City Clerk's Office~~ bid opening.
- D. Bids must be unconditionally accepted without alteration or correction, except as authorized in this eChapter. Bids must be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability, such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award must be objectively measurable, such as discounts, transportation costs, and total or life-cycle costs.
- E. After bid opening no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition may be permitted.

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Title 3 REVENUE AND FINANCE

- F. The contract must be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. If all bids exceed available appropriated funds and the low responsive and responsible bid does not exceed such funds by more than five (5) percent, the director is authorized in situations where time or economic considerations preclude re-solicitation of a reduced scope to negotiate an adjustment of the bid price, including changes in the bid requirements, with the low responsive and responsible bidder in order to bring the bid within the amount of available appropriated funds.

3.8.040 Competitive sealed proposals.

- A. When, not required by law, the City Manager or a department head determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the City, a contract may be entered into by competitive sealed proposals.
- B. Proposals must be solicited through a request for proposals.
- C. Adequate public notice of the request for proposals must be given, pursuant to applicable state and federal laws and regulations.
- D. Proposals must be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. ~~A register of proposals must be prepared and open for public inspection at the City Clerk's Office after contract award.~~
- E. The request for proposals must state the relative importance of price and other evaluation factors.
- F. As provided in the request for proposals, discussions may be conducted with responsible offerors who submit apparently responsive proposals for the purpose of clarification, to assure full understanding of and responsiveness to the solicitation requirements. Offerors must be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted, after submissions and prior to award, for the purpose of obtaining best and final offers. In conducting discussions, there may be no disclosure of any information derived from proposals submitted by competing offerors. The City may require the submission of cost or pricing data in connection with an award under this section.
- G. The award must be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price, including the preference in 18-1-102 MCA, and the evaluation factors set forth in the request for proposals. No other factors or criteria may be used in the evaluation. The contract file shall contain the basis on which the award is made.

3.8.050 Small purchases.

- A. Any procurement not exceeding the amount established by 7-5-4302 MCA may be made in accordance with the **purchasing** procedures developed by the City Manager or his/her designee.
- B. Procurement requirements may not be artificially divided so as to avoid compliance with the prescribed **purchasing** procedures developed in compliance with this section.

3.8.060 Sole source procurement — records.

A contract may be awarded for a supply or service item without competition when the City Manager or a department head determines in writing that **the request meets the criteria in the City's purchasing policies for a sole source purchase.** ~~there is only one (1) source for the required supply or service item. The City may require the submission of cost or pricing data in connection with an award under this section.~~

Exhibit "A"

Title 3 REVENUE AND FINANCE

3.8.070 Cancellation of invitations for bids or requests for proposals.

An invitation for bids, a request for proposals or other solicitation may be canceled or any or all bids or proposals may be rejected in whole or in part, when it is in the best interests of the City. The option to cancel or reject shall apply whether or not it is specified in the solicitation.

3.8.080 Non-responsibility of bidders and offerors — nondisclosure.

A written determination of non-responsibility of a bidder or offeror must be made and filed with the City Clerk. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror.

3.8.090 Types of contracts.

Subject to the limitations of this section, any type of contract that will promote the best interests of the City may be used, except that the use of a cost-plus-percentage-of-cost contract is prohibited. A cost-reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the City than any other type or that it is impracticable to obtain the supplies or services required except under such a contract.

3.8.100 Approval of accounting system.

Except with respect to firm fixed-price contracts, no contract type may be used unless it has been determined by the City that:

- A. The proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and
- B. The proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted accounting principles.

3.8.110 Bid and contract performance security.

- A. For City contracts for the procurement of services in the amount established by 7-5-4302 MCA or less or of supplies, the City may in its discretion require the filing of:
 1. Bid security;
 2. Contract performance security to guarantee the faithful performance of the contract and the payment of all laborers, suppliers, material-men, mechanics, and subcontractors; or
 3. Both bid and contract performance security.
- B. For City contracts for the procurement of services exceeding the amount established by 7-5-4302 MCA, the department shall require bid security and contract performance security, except **that the department, in its discretion, may require bid security and contract performance security for small or sole source purchases as described in this eChapter.**
- C. If security is required under subsection (4A) or (2B), the following types of security may be required to be made payable to and deposited with the City:
 1. A good and sufficient bond with a licensed surety company as surety;

Exhibit "A"

Title 3 REVENUE AND FINANCE

2. An irrevocable letter of credit not to exceed one hundred thousand dollars (\$100,000.00) in accordance with the provisions of Title 30, Chapter 5, part 1 MCA;
 3. Lawful money of the United States;
 4. A cashier's check, certified check, bank money order, or bank draft, any of which must be drawn or issued by any banking corporation incorporated under the laws of Montana or by a banking association located in Montana; or
 5. Certificates of deposit or money market certificates not to exceed one hundred thousand dollars (\$100,000.00) issued by any bank or savings and loan association licensed to do business in Montana.
- D. The amount and type of the security mentioned above must be determined by the City to be sufficient to cover the risk, except that the same shall not be less than ten (10) percent of the bid price for bid security and twenty-five (25) percent of the total contract price for contract performance security, and must be payable to the City of Great Falls. In determining the amount and type of contract performance security required for each contract, the City shall consider the nature of the performance and the need for future protection. In determining the need for an amount of bid security, the City shall consider the risks involved if a successful bidder or offeror fails to enter into a formal contract; such considerations shall include but are not limited to the type of supply or service being procured, dollar amount of the proposed contract, or delivery time requirements. The City may adopt rules to assist it in making these determinations and in dealing with irrevocable letters of credit. Bid and contract security requirements must be included in the invitations for bids or requests for proposals.
- E. If a bidder or offeror to whom a contract is awarded fails or refuses to enter into the contract or provide contract performance security as required by the invitation for bid or request for proposal, after notification of award, the City may, at its discretion, require the bidder to forfeit the bid security to the City and become immediately liable on the bid bond, but not in excess of the sum stated therein. The liability of the bidder or offeror, the liability of the maker of the security or bid bond, or the liability on the bid bond shall not exceed the amount specified in the invitation for bid or request for proposal.
- F. Negotiable instruments provided as bid security must be refunded to those bidders or offerors whose bids or proposals are not accepted.

3.8.120 Contracts - terms, extensions, and time limits.

- A. A contract, lease or rental agreement may be extended or renewed if the terms of the extension or renewal, if any, are included in the solicitation and funds are available for the first fiscal period at the time of the agreement. Payment and performance obligations for succeeding fiscal periods are subject to the availability and appropriation of funds therefore.
- B. Prior to the extension or renewal of a contract, it must be determined in writing that:
1. Estimated requirements cover the period of the contract and are reasonably firm and continuing; and
 2. The contract will serve the best interests of the City by encouraging effective competition or otherwise promoting economies in state procurement.
- C. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract must be canceled.

3.8.130 Reporting of anti-competitive practices.

If for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the Attorney General by the City.

Exhibit "A"

Title 3 REVENUE AND FINANCE

3.8.140 Insurance requirements and limits.

All bid specifications must contain a description of the required insurance and limits as pertains to the type of contract being let for bid. Work may not commence until such certificates of insurance and any endorsements are received, reviewed and accepted by the City.

Chapter 9 RESERVED

Chapter 10 CONTRACTS

Sections:

3.10.010 Contracts.

The City may contract for any period of time and this chapter is intended to supersede 7-5-4304 and 7-5-4306 MCA and any other relevant statute.

Chapter 11 RESERVED

Chapter 12 SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND

Sections:

3.12.010 Creation.

3.12.020 Providing funds.

3.12.030 Loans from special improvement district revolving fund.

3.12.040 Lien of loan.

3.12.050 Use of excess special improvement district revolving fund.

3.12.060 Continuing obligation.

3.12.010 Creation.

In order to secure the prompt payment of any special improvement district bonds and warrants issued in payment of improvements made in any special improvement district, or districts and the interest thereon, as it becomes due (the "Bonds" and "Warrants"), unless such Bonds or Warrants by their terms are not secured by such fund, there is hereby created and established a fund to be known and designated as "Special Improvement District Revolving Fund" (hereafter the Revolving Fund).

3.12.020 Providing funds.

A. For the purpose of providing funds for the Revolving Fund, the City Commission:

1. May, in its discretion, from time to time, transfer to the Revolving Fund from the General Fund of the City (the General Fund), such amount or amounts as may be deemed necessary, which amount or amounts so transferred, shall be deemed and considered and shall be loans from such General Fund to the Revolving; and
2. May include in the costs of the improvement to be defrayed from proceeds of the Bonds or Warrants an amount up to five (5) percent of the principal amount of the Bonds or Warrants and deposit it in the Revolving Fund upon receipt of such proceeds;

Exhibit "A"

Title 3 REVENUE AND FINANCE

- B. Shall, in addition to such transfer, or transfers, from the General Fund, or in lieu thereof, levy and collect for said Revolving Fund a tax, hereby declared to be for a public purpose, on all the taxable property in the City as shall be necessary to meet the financial requirements of said fund. However, a tax may not be levied if the balance in the Revolving Fund exceeds five (5) percent of the principal amount of the then-outstanding Bonds and Warrants secured thereby. If a tax is levied, the tax may not be an amount that would increase the balance in the fund above five (5) percent of the then-outstanding Bonds and Warrants secured thereby.

3.12.030 Loans from special improvement district revolving fund.

Whenever any Bond or Warrant which is secured by the Revolving Fund, or interest thereon, shall be, or shall become due and payable, and there shall then be either no money, or not sufficient money, in the appropriate special improvement district fund with which to pay the same, an amount sufficient to make up the deficiency shall, by order of the City Commission, be loaned by the Revolving Fund to such district fund. Thereupon, such Bond or Warrant or such interest thereon shall be paid from the money so loaned, or from the money so loaned when added to the insufficient amount, as the case may require.

3.12.040 Lien of loan.

- A. Whenever any loan is made to any special improvement district from the Revolving Fund, the Revolving Fund shall have a lien therefore on all unpaid assessments and installments of assessments pledged to such funds (whether delinquent or not) and on all moneys thereafter coming into such funds, to the amount of such loan, together with interest thereon from the time it was made at the rate or percentage borne by the Bond or Warrant for payment of which, or if interest thereon, such loan was made.
- B. Whenever there shall be moneys in such special improvement district fund which are not required for the payment of any Bond or Warrant, or of interest thereon, so much of such moneys as may be necessary to pay such loan shall, by order of the City Commission, be transferred to, and become a part of, the Revolving Fund.

3.12.050 Use of excess special improvement district revolving fund.

- A. Whenever there is an amount in the Revolving Fund, in excess of the amount deposited in the Revolving Fund pursuant to 3.12.020.A hereof and in excess of five (5) percent of the outstanding Bonds and Warrants and the City Commission considers any part of the excess to be greater than the amount necessary for the payment or redemption of maturing Bonds or Warrants secured thereby, or interest thereon, the City Commission may:
1. By a vote of all its members, at a meeting called for that purpose, order such excess, or any part thereof, transferred to the General Fund of the City; or
 2. Use such excess, or any part thereof, for the purpose of purchase of property at sales for delinquent taxes or assessments, or both, or which may have been struck off or sold to the County of Cascade for delinquent taxes or assessments, or both, and against which property there then be any unpaid assessments for special improvements on account whereof there are outstanding Bonds or Warrants of the City.

3.12.060 Continuing obligation.

That so long as any Bonds or Warrants secured by the Revolving Fund are outstanding, or any interest thereon remains unpaid, the City may not abrogate its responsibilities or obligations hereunder or under any resolution authorizing the issuance of Bonds and Warrants secured by the Revolving Fund.

Exhibit "A"

Title 3 REVENUE AND FINANCE

(Ord. 3220, 2020; Ord. 3186, 2018; Ord. 3154, 2017; Ord. 2897, 2005; Ord. 2893, 2004; Ord. 2731, 1997; Ord. 2696, 1995; Ord. 2655, 1993; Ord. 2613, 1991; Ord. 2607, 1991; Ord. 2595, 1991; Ord. 2586, 1991; Ord. 2585, 1991; Ord. 2581, 1990; Ord. 2284, 1981; Ord. 2255, 1981; Ord. 1979, 1976; Ord. 1973, 1976; Ord. 1967, 1976; Ord. 1930, 1976; Ord. 1912, 1976; Ord. 1911, 1976; Ord. 1884, 1976; Ord. 1863, 1975; prior codes §6-7-2, §6-7-1)

City of Great Falls
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City of Great Falls Purchasing Policy

Introduction

The City of Great Falls (City) Purchasing Policy is to ensure that the purchasing function meets the current and future needs of the City. The City will take care to ensure that it complies with Federal laws, Montana laws and City ordinances for all expenditures. The public can rely on the City to make fair, competitive, and open purchasing decisions that are in the best interest of the City.

General Provisions

- 1) No employee will personally benefit from a contract or purchase entered into by the City.ⁱ
- 2) No employee will use City funds for personal purchases of any nature.ⁱⁱ
 - a) Authorized personal use of City provided cell phone, data services, and internet usage is allowed in certain cases, according to the City's Employee Conduct and Technology Policies in the [Personnel Policy Manual](#).ⁱⁱⁱ
 - b) Authorized personal use of City provided vehicles for commuting is allowed in certain cases, according to an Administrative Order 3-06 issued by the City Manager.^{iv}
 - c) Itemized receipts and invoices are required for all purchases; details must be shown to ensure the public can determine exactly what is being paid for including individual units purchased and/or hours of service and associated rate for each.
 - d) All boards, committees or other recognized entities of the City wherein a City employee is the authorized approver of the board's purchases must comply with this purchasing policy. Any board or committee given independent purchasing authority by law or the City Commission including Library Board Trustees, should comply, to the greatest extent possible, with the requirements of this policy.
- 3) Department Head, Finance Director and City Manager, when required, will electronically approve all purchases through the accounts payable system.
- 4) Purchase Orders will be completed and approved electronically PRIOR to purchase as required by this financial policy.
- 5) Trading or bartering services, equipment, supplies, etc. is prohibited.

Transactions with Employees, Appointed or Elected Officials, and Related Parties

City employees are subject to the provisions of Title 2 of the Official Code of the City of Great Falls (City Code) and Title 2, Chapter 2, Montana Code Annotated (MCA). This portion of the City Code and Montana law essentially restricts public employees or their family members, from utilizing information, accepting gifts, benefits, or participating in or having interest in business undertakings or employment, which would affect their economic interests, influence the faithful and impartial discharge of their public duties, or create the appearance of impropriety.^v

Credit Card Transactions

The purpose of the credit card program is to establish a more efficient, cost-effective method of purchasing. The program was designed as an alternative to the traditional purchasing process for supplies, materials, and travel. The credit card can be used with any supplier that accepts the designated bankcard as a form of payment. It should be noted, however, that users shall conform to the City purchasing policy as well as state purchasing laws when using the credit card program. The Finance

Director will approve all credit card applications. The Finance Department will monitor activity of all credit card transactions.

- 1) Departments requesting a new credit card or changes to an existing credit card must be made in writing to the Finance Director and must include the following information:
 - a) Reason for the card
 - b) Dollar limit of the credit card
 - c) Who will be in charge of the credit card
- 2) If cardholder experiences denials when using the City credit card the employee should notify the Finance Director as soon as possible so the denial can be investigated.
- 3) The Finance Department will maintain a list of available credit cards for all departments, which will include the credit limit and expiration date of each card.
- 4) Credit cards may be removed from department's possession at the discretion of the Department Head or Finance Director.
- 5) When a credit card is checked out from the department or the credit card number information is given, a check-out/check-in procedure is necessary. The check-in/check-out form must include the following information:
 - a) Date and time of removal
 - b) Name of person card checked out to
 - c) Approved by
 - d) Purpose of use
 - e) Receipts returned with credit card
 - f) Date and time of return
 - g) Checked in by
- 6) Any employee checking out the credit card will need to read and sign the City Credit Card Procedures Employee Acknowledgment form available from the Finance Department.
- 7) Documentation detailing the purchase with the City credit card is required for all transactions. Adequate documentation may consist of, but is not limited to original detailed receipts, credit slips, etc. At no time shall the City approve payment of credit card invoices without adequate documentation.
- 8) City credit cards shall not be used for purchase of personal purchases, cash advances, or other category exclusions (alcohol, tobacco, entertainment, cash refunds for returned purchases, etc.)
- 9) Any employee of the City of Great Falls who violates the provisions of the credit card policy shall be subject to disciplinary action, up to and including discharge and/or civil and/or criminal action. The Disciplinary Policy is located in the [Personnel Policy Manual](#) or applicable Collective Bargaining Agreements.
- 10) Employees to whom credit cards are issued for City purchases shall be responsible for the protection and custody of the credit card, if the card is lost or stolen, the employee will immediately notify the issuer of the credit card, Department Head, and the Finance Director. Employees shall not knowingly post or otherwise make publicly available credit card data that could potentially result in fraudulent charges.
- 11) Employees to whom credit cards are issued for City purchases shall immediately surrender the card upon termination of employment or layoff from active work status.
- 12) All benefits derived from use of credit cards are property of the City.
- 13) The credit card shall not impact the employee's personal credit references. The City issued credit card is a City liability, not a personal liability card.
- 14) No credit cards of any type shall be applied for, or accepted, without the written consent of the Finance Director.
- 15) City credit cards will be reconciled monthly

- a) Each time a purchase is made the receipt or other documentation will be given to the proper personnel in the department to process and enter into Accounts Payable for payment.
- b) When the monthly statement is received, each department will verify all charges are accurate and have been submitted for payment.
- c) The balance due on any credit card account shall be paid in full by the due date listed on the statement but in no case no later than sixty days from the original statement date. All finance and late charges will be charged to the department that acquires them. Consistent finance and late charges may be grounds for cancellation of department credit card.
- d) All credit card statements will be mailed to the individual departments, each department will reconcile the statement, and process any needed payments.

Meal and Food Purchases

In many cases, it is to the City's advantage to provide food to employees and volunteers while they are conducting City business, or in special cases of recognition or award. Meal and food purchases are subject to all existing purchasing and approval requirements. The [Travel Policy](#) is located on the City's intranet in Shared Documents.^{vi}

- 1) Non-Per Diem meal and food purchases must have itemized receipts signed by Department Head and may include a tip up to 20%.
- 2) Per Diem amounts are established by the Travel Policy, and do not require receipts, refer to Travel Policy for specific information.
- 3) The purchase of alcohol or tobacco with City funds is prohibited.

Information Technology Services, Software, & Hardware Purchases

All technology related purchases must be approved and coordinated by the Information Technology Operations Manager PRIOR to purchase. This includes hardware (e.g. computers, laptops, tablets, monitors, routers, telephones, printers, etc.), software (e.g. Microsoft Office, PDF Editors, etc.) and services (e.g. Web/application hosting, adding network lines, etc.) Excluded are cellular/smart phones as each department manages their own devices/plans. The Information Technology department often receives special pricing due to bulk ordering and/or the availability of national, regional and state technology-related contracts. Refer to the Information Technology Purchasing Policy for specific information.^{vii}

Central Garage

All vehicle and mobile equipment (trailers, other types of mobile equipment, etc.) related purchases must be reviewed by the Central Garage Fleet Supervisor and approved by the City Manager, if required, PRIOR to purchase through the electronic purchase order process.

Prevailing Wage Requirements

Contracts over \$25,000 must be reviewed for Montana's prevailing wage requirements Section 18-2-402 MCA.^{viii} Federally funded projects may require the use of Federal prevailing wage rates for projects over \$2,000, The Davis Bacon Act.^{ix} Each project must be individually reviewed for prevailing wage and funding requirements.

Documentation and Selection of Vendors

The City seeks the lowest life-cycle costs when comparing like goods. Estimated useful life and maintenance costs must be documented whenever the costs are factored into purchasing decisions. Contracts for services are awarded to the lowest most responsible vendor or bidder. When determining which vendor or bidder is the “lowest responsible” the City may take into consideration generally available information regarding the vendors or bidders skill, ability, integrity, conscientious work, and ability to promptly fulfill the contract according to its letter and spirit. (Considerations may include, but not limited to, qualifications, available staff, references, delivery date, inspection, testing, quality and workmanship, etc.) **Dividing related elements of the same project into multiple parts, in order to avoid bidding or vendor quote requirements is prohibited^x.** The purchase amount requirements are listed below.

Purchasing Supplies and Equipment

Purchases of supplies and equipment are items such as office supplies, office furniture, vehicles, mobile equipment, etc. Supplies are not items that would be used in construction of any project, repairs, or maintenance.

- 1) **Purchases up to and including \$25,000** the department may purchase at the Department Head’s discretion. Two written or oral quotes or other supporting documentation is recommended.
- 2) **Purchases over \$25,000 and up to \$80,000** the department shall solicit a minimum of two written quotes. Documentation must accompany the request for approval. The City Manager must approve the purchase through the electronic purchase order process prior to ordering the supply or equipment.
- 3) **Purchases over \$80,000** for automobiles, trucks, other vehicles, road machinery, other machinery, apparatus, appliances, equipment, must follow the formal advertisement process outlined in Montana law and have City Commission approval by agenda item.^{xi}
- 4) **Replacement** of current vehicles and equipment the vehicle or equipment may be traded-in as a part of the replacement purchase.^{xii} Trade-in values should be clearly stated on the invoice, and approved by the Department Head. All vehicle and mobile equipment (vehicles, trailers, mobile equipment, etc.) related purchases must be reviewed by the Central Garage Fleet Supervisor and approved by the City Manager, when required, PRIOR to purchase through the electronic purchase order process. Machinery and Equipment forms must be filled out and returned to the Finance Department.
- 5) **Cooperative Purchasing Agreements** for supplies, equipment, and other professional services may be purchased through purchasing agreements entered into with another government entity or use of state contracts without additional bids or advertisements when done so at a savings to the City. Some of the state contracts and City agreements include but are not limited to US Communities, Source Well, NIPA, HGAC, etc.^{xiii}
 - a) It should be noted that these purchasing arrangements are often, but not always, the lowest prices available.
- 6) **Special Cases for Sole Source Purchases** bids or quotes are not required where it is in the best interest of the City to maintain a compatible and/or reliable system provided by a single vendor or professional. The sole source form must be provided to the Finance Department for approval through the electronic purchasing process prior to purchase.^{xiv}
 - a) The requirements for formal advertising process for purchases of supplies/equipment and services over \$80,000 may be waived by the City Manager. Approval must be documented and obtained PRIOR to purchase.
 - b) The waiver applies when:

- i) There is only one source for the supply or service of the item (e.g. a vendor’s warranty service, exclusive vendor required maintenance agreements), or
 - ii) Only one source is acceptable or suitable for the supply or service item, or
 - iii) The supply or service must be compatible with current supplies or services, or
 - iv) A collective bargaining agreement or other contract requires the utilization or employment of a specific good or professional.
 - c) Where state and local law require a good or service to be provided by a specific entity (Election Administration, Detention Center Fees, etc.), quotes are not required.
- 7) Regardless of the amount of a purchase that includes both supplies/equipment and services, the policy thresholds will apply to a “supplies and/or equipment purchase” when 51% of the total purchase price is for supplies/equipment. The same method applies to a “services purchase” when 51% of the total purchase price is for services.^{xv}

Repairs to Equipment

Repairs to equipment includes repairs and maintenance to items such as copiers, overhead doors, windows, water heaters, etc. Repairs do not include work such as alterations, remodeling, etc.

- 1) **Repairs up to and including \$25,000** the department may purchase at the Department Head’s discretion. Two written or oral quotes or other supporting documentation is recommended.
- 2) **Repairs over \$25,000 and up to \$80,000** the department shall solicit a minimum of two written quotes. Documentation must accompany the request for approval. The City Manager must approve the purchase through the electronic purchase order process and it must be listed on the contracts list for the City Commission approval prior to scheduling repairs.
- 3) **Repairs or maintenance over \$80,000** must follow the formal advertisement process outlined in Montana law and have City Commission approval by agenda item.^{xvi}
- 4) **In the case of an emergency or disaster** declared under Title 10, Chapter 3, Section 401 MCA, the purchasing rules may be suspended.
- 5) **Special Cases for Sole Source Purchases** bids or quotes are not required where it is in the best interest of the City to maintain a compatible and/or reliable system provided by a single vendor or professional. The sole source form must be provided to the Finance Department for approval prior to purchase.^{xvii}
 - a) These requirements for purchases of supplies/equipment and services over \$80,000 may be waived by the City Manager. Approval must be documented and obtained PRIOR to purchase.
 - b) The above applies where:
 - i) There is only one source for the supply or service of the item (e.g. a vendor’s warranty service, exclusive vendor required maintenance agreements), or
 - ii) Only one source is acceptable or suitable for the supply or service item, or
 - iii) The supply or service must be compatible with current supplies or services, or
 - iv) A collective bargaining agreement or other contract requires the utilization or employment of a specific good or professional.

Architectural, Engineering, and Land-Surveying Services

Architectural, engineering, and land surveying services and negotiated contracts for such professional services are made based on demonstrated competence and qualifications for the type of professional services required and at fair and reasonable prices. Refer to the separate Architects, Engineers, and Surveyors policy prepared by Public Works. Any project involving construction, remodeling, master

planning, or rate study should receive an Office File number and a project number assigned by an [Intent to Create Form](#).

Construction

Construction includes new construction, remodeling, additions to existing buildings, etc. Any project involving construction, remodeling, master planning, or rate study should receive an Office File number and a project number assigned by an [Intent to Create Form](#).

- 1) **Construction up to and including \$25,000** the department may purchase at the Department Head's discretion. Two written or oral quotes or other supporting documentation is recommended.
- 2) **Construction over \$25,000 and up to \$80,000** the department shall solicit a minimum of two written quotes. Documentation must accompany the request for approval. The City Manager must approve the purchase through the electronic purchase order process and it must be listed on the contracts list for the City Commission approval prior to the beginning of construction.
- 3) **Construction over \$80,000** must have the City Commission approval by agenda item and follow the formal advertisement process outlined in Montana law.^{xviii}
- 4) **In the case of an emergency or disaster** declared under Title 10, Chapter 3, Section 401 MCA, the purchasing rules may be suspended.

Non-Construction Services

Non-construction services may include maintenance, custodial, security services, mail handling, etc.

- 1) **Non-Construction services up to and including \$25,000** per agreement, may be purchased at the Department Head's discretion.
- 2) **Non-Construction Services over \$25,000 and up to \$80,000** per agreement, the department may solicit a minimum of two written quotes or other documentation. The City Manager must approve the purchase through the electronic purchase order process and it must be listed on the contracts list for the City Commission approval prior to services being rendered.
- 3) **Non-Construction services over \$80,000** per agreement have the City Commission approval by agenda item and. The City Manager may require that a published "Request for Proposals" or "Request for Qualifications" be made, with the "lowest most qualified and/or responsible vendor" selected.

Other Professional Services

Other Professional Services other than those defined in the Architectural, Engineering, and Surveying policy (maintained by Public Works) are exempt from bidding as identified in 7-5-4301 MCA.

Professional Services include planning, design, and consultation not implementation, installation or construction. Any project involving construction, remodeling, master planning, or rate study should receive an Office File number and a project number assigned by an [Intent to Create Form](#).

- 1) **Professional services totaling up to and including \$25,000** per agreement, may be purchased at the Department Head's discretion.
- 2) **Professional Services over \$25,000 and up to and including \$80,000** per agreement, the department may solicit a minimum of two written quotes or other documentation. The City Manager must approve the purchase through the electronic purchase order process and it must be listed on the contracts list for the City Commission approval prior to services being rendered.

- 3) **Professional services over \$80,000** per agreement and may require City Commission approval by agenda item. The City Manager may require that a published “Request for Proposals” and/or “Request for Qualifications” be made, with the “lowest most qualified and/or responsible vendor” selected.

Small Works Roster

The purpose of the Small Works Roster (Roster) policy is to make it simpler for departments to get small jobs and repairs completed using a list of preapproved vendors. The Risk Management Specialist will maintain the list of preapproved vendors for the City. The Roster will include vendors that have completed the Small Works Roster application, have met all of the requirements, and have been approved. The City reserves the right to select an appropriate vendor.

Approval of Purchases

At least two electronic approvals are required for the payment of any good or service purchased by the City. Electronic approval must be the Department Head, the Finance Director, and the City Manager, when required by this purchasing policy.

Emergency Purchasing Provisions

In the case of an emergency^{xix} or disaster^{xx} caused by fire, flood, explosion, storm, earthquake, riot, insurrection, or other similar emergency the City Commission may vote, with three-fourths of the members present, to suspend the purchasing rules for purchases related to the declared emergency.

Violations of this Policy

Violations of this policy will be investigated and appropriate disciplinary action may be taken in accordance with the Personnel Policy Manual, and any applicable collective bargaining agreements, and/or applicable federal, state, and local laws.

Definitions

Architectural, Engineering, and Land Surveying Services (A/E/S) – A specific policy for contracting architects, engineers, and surveyors maintained by the Public Works Department for the City.

Construction – To build something new or remodeled e.g. a building, an addition to a building, a room inside of an existing building, etc.

Cooperative Purchasing Agreements – A Commission approved and signed purchasing agreement with another entity in order to procure items at a lower prices.

Documentation – Material that provides official information that serves as a record. Materials can be but is not limited to quotes, a form for verbal quotes (should contain contact information, what is being quoted, price, etc.), item pricing from a catalog, item pricing from an internet site, e-mails, etc.

Intent to Create Form - Is used to have an Office File number and/or a Project Number created. The Office file number is the method the City uses to track documentation associated with a project and is assigned by the City Engineer. Project numbers are assigned to track expenditures and revenues of projects and are assigned by the Budget Analyst or the Finance Director in the Finance Department for projects other than Public Works projects all Public Works projects are assigned by the Engineering

Division. Any project involving construction, remodeling, master planning, or rate study should receive an Office File number. [Intent to Create Form Instructions](#)

Lowest Responsible Bidder – The City may take into consideration generally available information regarding the vendors or bidder’s skill, ability, integrity, conscientious work, and ability to promptly fulfill the contract according to its letter and spirit. (Considerations may include, but not limited to, qualifications, available staff, references, delivery date, inspection, testing, quality and workmanship, etc.)

Non-Construction Services – May include maintenance, custodial, security services, mail handling, etc.

Other Professional Services - Planning, design, and consultation requiring technical expertise or experience.

Professional Services - Defined as professional, technical, engineering, or legal services are exempt from bidding as identified in 7-5-4301 MCA.

Project Number - Are assigned to track expenditures and revenues of projects and are assigned by the Budget Analyst or the Finance Director in the Finance Department for projects other than Public Works projects all Public Works projects are assigned by the Engineering Division.

Repairs – To fix something that has broken, not construct a new item.

RFP – Request for proposal.

RFQ – Request for qualifications, which may include completing the Standard Government Form (SF) 330.

Sole Source - Purchases bids or quotes are not required where it is in the best interest of the City to maintain a compatible and/or reliable system provided by a single vendor or professional. The sole source form must be provided to the Finance Department for approval prior to purchase.

ⁱ Section 7-5-4109, Montana Code Annotated (MCA) and Title 2.21.030 in the Official Code of the City of Great Falls (OCCGF)

ⁱⁱ Sec 2.21.050 OCCGF

ⁱⁱⁱ Sec 13 of the City of Great Falls Policy Manual

^{iv} Administrative Order 3-06

^v Title 2 OCCGF and Sec 2-2, MCA

^{vi} City of Great Falls Travel Policy

^{vii} Information Technology Purchasing Policy

^{viii} Sec 18-2-402, MCA

^{ix} The Davis Bacon Act

^x Sec 7-5-4305, MCA

^{xi} Sec 7-5-4302, MCA

^{xii} Sec 7-5-4307, MCA and Title 3.04 OCCGF

^{xiii} Sec 18-4-402, MCA

^{xiv} Sec 18-4-306, MCA

^{xv} Sec 7-5-4301-(2)-(a), MCA

^{xvi} Sec 7-5-4302, MCA

^{xvii} Sec 18-4-306, MCA

^{xviii} Sec 7-5-4302, MCA and 18-8-212 (2), MCA

^{xix} Sec 7-5-4303, MCA

^{xx} Sec 10-3-401, MCA

City of Great Falls Credit Card Policy

Credit Card Policy

This policy provides an overview of the credit card program as well as the range of related procedures and forms associated with the program. The purpose of the credit card program is to establish a more efficient, cost-effective method of purchasing. The program has been designed as an alternative to the traditional purchasing process for supplies, materials, and travel. The credit card can be used with any supplier that accepts the designated bank card as a form of payment. It should be noted, however, that users shall conform to City of Great Falls purchasing policy as well as state purchasing laws when using the credit card program. All credit cards applications will be approved by the Finance Department Director. The Finance Department will monitor activity on all credit card transactions.

1. Departments requesting a new credit card or changes to an existing credit card must be made in writing to the Finance Department Director and must include the following information:
 - a. Reason for the card
 - b. Dollar limit of the credit card
2. If cardholder experiences denials when using the City credit card. The employee should notify the Director of Finance as soon as possible so the denial can be investigated.
3. The Finance Department will maintain a list of available credit cards for all departments which will include the credit limit and expiration date of each card.
4. Credit cards may be removed from department's possession at the discretion of the Department Head or Director of Finance.
5. When a credit card is checked out from the department or the credit card information is given a check-out/check-in procedure is necessary. The check-in/check-out form, provided by the Finance Department, must include the following information:
 - a. Date and time of removal
 - b. Name of person card checked out to
 - c. Approved by
 - d. Purpose of use
 - e. Receipts returned with credit card
 - f. Date and time of return
 - g. Checked in by
6. Any employee checking out the credit card will need to read and sign the City Credit Card Procedures Employee Acknowledgment form provided by Finance Department.
7. Documentation detailing the purchase with the City credit card is required for all transactions. Adequate documentation may consist of, but is not limited to original detailed receipts, credit slips, etc. At no time shall the City approve payment of credit card invoices without adequate documentation.
8. City credit cards shall not be used for purchase of personal purchases, cash advances, or other category exclusions (alcohol, tobacco, entertainment, cash refunds for returned purchases, etc.)

9. Any employee of the City of Great Falls who violates the provisions of the credit card policy shall be subject to disciplinary action, up to and including discharge and/or civil and/or criminal action. The Disciplinary Policy is located in the Personnel Policy Manual.
10. Employees to whom credit cards are issued for City purchases shall be responsible for the protection and custody of the credit card; if the card is lost or stolen the employee will immediately notify the issuer of the credit card, Department Head, and the Finance Department Director. Employees shall not knowingly post or otherwise make publicly available credit card data that could potentially result in fraudulent charges.
11. Employees to whom credit cards are issued for City purchases shall immediately surrender the card upon termination of employment or layoff from active work status.
12. All benefits derived from use of credit cards are property of the City of Great Falls.
13. The credit card shall not impact the employee's personal credit references. The City issued credit card is a City liability, not a personal liability card.
14. No credit cards of any type shall be applied for, or accepted, without the written consent of the Finance Department Director.
15. City credit cards will be reconciled monthly
 - a. Each time a purchase is made the receipts or other documentation will be given to the proper personnel in the department to process and enter into Accounts Payable for payment.
 - b. When the monthly statement is received each department will verify all charges have been submitted for payment.
 - c. The balance due on any credit card account shall be paid in full by the due date listed on the statement but in no case no later than sixty days from the original statement date. All finance and late charges will be charged to the department that acquires them. Consistent late finance and late charges may be grounds for cancellation of department credit card.
 - d. All credit card statements will be sent to Accounts Payable in the Finance Department, the statement will be sent to the individual department, each department will reconcile the statement, and process any needed payments.

**CITY OF GREAT FALLS
CREDIT CARD USE PROCEDURES
EMPLOYEE ACKNOWLEDGMENT**

The purpose of the credit card program is to establish a more efficient, cost-effective method of purchasing. The program has been designed as an alternative to the traditional purchasing process for supplies, materials, and travel. The credit card can be used with any supplier that accepts the designated bank card as a form of payment. It should be noted, however, that users shall conform to the City of Great Falls (City) purchasing policy as well as state purchasing laws when using the credit card program. All credit cards applications will be approved by the Finance Department Director. The Finance Department will monitor activity or all credit card transactions.

The City’s US Bank credit card represents our trust in you. You are empowered as a responsible agent to safeguard City assets. Your signature below is verification you have read this policy and agree to comply with is. It also acknowledges that you have checked out the card listed below:

1. I understand the card is for City approved purchases only and I agree not to charge personal purchases or other category exclusions (alcohol, tobacco, entertainment, cash refunds for returned purchases, etc.)
2. If the card is lost or stolen, I will immediately notify the issuer of the credit card and the Finance Department Director.
3. I agree to shall immediately surrender the card upon termination of employment or layoff from active work status.
4. Any employee of the City of Great Falls who violates the provisions of the credit card policy shall be subject to disciplinary action, up to and including discharge and/or civil and/or criminal action. The Disciplinary Policy is section 15 of the Personnel Policy Manual.

Employee Signature

Approving Administrator Signature

Employee Printed Name

Date

Approving Administrator Printed Name

Date

City of Great Falls Credit Card Check out

Last four numbers of Credit Card: _____

Assigned to: _____

Date/ Time Checked Out	Person Checking Out Card	Approved By	Purpose (Vendor name for purchases or destination for travel)	Receipts turned in with card	Date/ Time Checked In	Checked in By
				YES NO		
				YES NO		
				YES NO		
				YES NO		
				YES NO		
				YES NO		
				YES NO		
				YES NO		
				YES NO		
				YES NO		
				YES NO		
				YES NO		
				YES NO		
				YES NO		
				YES NO		

By Completing and signing this form I agree to follow the City of Great Falls Credit card Policy.

City of Great Falls

Travel Policy

Introduction

It is the policy of The City of Great Falls (City) to reimburse staff for reasonable and necessary expenses incurred during travel for City business. The City requires all out-of-state and foreign travel to have authorization from the City Manager's Office prior to incurring any expense or travel; in-state travel requires department head approval. All expenses must be reasonable, necessary, and have a valid business purpose. Transportation to entertainment is not a reimbursable expense. When traveling by car, all traffic laws must be followed. Should a rental car be necessary during travel, pre-authorization is required by the City Manager's office. Police travel for undercover work and/or transportation of suspects or victims is covered by separate police policy.

It is expected that the staff member will use good judgment when making travel arrangements and inquire if the destination will waive taxes for tax-exempt entities.

Personal Conduct

While traveling on City business, staff is expected to act as a representative of the City. The standards of conduct, as detailed in the City Personnel Policy Manual, apply to all staff traveling on City business. Should an incident occur involving a City employee while traveling on City business notify your supervisor at your first opportunity.

Purchasing

A City credit card must be used to purchase as much of the travel expenses as possible including airline tickets and registrations for City related travel rather than the staff member purchasing these items and then being reimbursed.

Travel Requisition Form

The City has two travel requisition forms - one for out-of-state travel and one for in-state travel. The correct form must be completed as early as possible to provide time for discounts on travel, approval, and a travel advance. Complete the appropriate form for preapproval with the estimated travel expense and as much back-up documentation that is available, i.e., copy of registration form, estimate of hotel expenses, per diem, and air or ground travel.

Airline Travel

All City staff are advised to use economy, coach, or other comparably priced fares. Staff should select flights based on the lowest fare available and never solely on direct flights or participation in a frequent flyer program. Staff is encouraged to make flight arrangements as early as possible and price check in order to keep costs to a minimum.

The City will pay for one checked bag that is personal and not over weight.

Personal Car Travel

The City will reimburse a staff member for mileage when a personal vehicle is used. The mileage rate is the allotment allowed by the United States Internal Revenue Service. This reimbursement covers all

vehicle related expenses such as gas, oil, maintenance, insurance, etc. other than parking. Mileage for travel will be calculated by using the distance from the City of Great Falls to the destination and back by using www.mapquest.com. Parking receipts may also be submitted for reimbursement. Any employee who chooses to drive a personal vehicle should be aware the City does not provide coverage for loss or damage to personal vehicles. It is strongly suggested that City vehicles be used for all City related travel. When two or more City staff members travel together, only the staff member whose vehicle is being used will be reimbursed for mileage. When more than one staff member is traveling to the same location, carpooling is the best option.

Staff members that receive a monthly car allowance will only be reimbursed when travel is more than 10 miles outside the city limits.

If an employee chooses to use a personal vehicle over a common carrier, mileage reimbursement shall not exceed the cost of airfare.

Rental Car

A rental car is a justifiable expense if it is cheaper than other forms of transportation; anyone requesting use of a rental car must demonstrate that it is the least cost alternative. Preapproval of a rental car must come from the City Manager’s office prior to travel.

Meals

Meal reimbursements have set rates for travel depending on whether the travel is out-of-state or in-state. Out-of-state travel is based on the General Services Administration (GSA) rates found at <https://www.gsa.gov/travel/plan-book/per-diem-rates> or contact the Finance Department for current rates. In-state travel per diem will be reimbursed \$40 per day \$10 for breakfast, \$10 for lunch, and \$20 for dinner. The per diem rates include all tips.

The meal out-of-state allowances are a daily limit or allowance rather than a limit per meal, including any tips. In-state travel is based on a per meal or daily basis depending on the length of travel. Employees departing after 7:00 am and returning before 6:00 pm qualify for the lunch allowance only. Employees departing after 7:00 am and returning after 6:00 pm qualify for both the lunch and dinner allowances. Employees departing before 7:00 am and returning after 6:00 pm qualify for the breakfast, lunch, and dinner allowances.

Departing	Returning	Meal allowed	Per Diem
Before 7:00 am	Before 6:00 pm	Breakfast and Lunch	\$20
After 7:00 am	Before 6:00 pm	Lunch	\$10
After 7:00 am	After 6:00 pm	Lunch and Dinner	\$30
Before 7:00 am	After 6:00 pm	Breakfast, Lunch, and Dinner	\$40

Lodging

Staff should select reasonably located and priced lodging, considering the business purpose. The government rate should be requested when the reservation is made. Staff are responsible for room

deposits and lodging payments. By completing the travel form at least ten days in advance, the cost of the hotel, out of pocket transportation and meal expenses will be given to the employee, prior to travel, to cover these expenses.

Unallowable Expenses

Alcoholic beverages and expenditures of a personal nature are not allowable. Examples include but are not limited to:

- Room service.
- Mini bar and amenity charges.
- Porter service for personal luggage.
- Transportation expense for dining out (unless hotel/motel does not have dining facilities or there are none within walking distance.) □ Optional valet parking.
- Parking tickets or other traffic tickets.
- Fees at a conference or meeting for social events or the entertainment of a spouse or guest.
- Other expenditures, otherwise allowable, may be rejected without proper travel authorization.

Receipts

While traveling for City business the staff member must retain and submit original receipts for all expenses. The exceptions to that is if the City employee is using per diem for meals or pays a parking meter, where a receipt is not produced. Should a receipt become lost, the staff member should try to get a copy of the receipt(s) from the vendor. If the receipt cannot be recreated, the staff member may list the expense on the travel form when they return with an explanation of the expense and noting the receipt was lost and unable to be recovered. The City honors all reasonable travel claims.

Receipts are required to have the following information:

Lodging: Detailed lodging bill includes room, fees, and taxes.

Registration: Receipt, copy of registration form, and other applicable documentation.

Transportation: Receipt taxi, bus, shuttle, rental car, airline, rail ticket, etc. tips are not to exceed 20%.

Parking: Receipt needed unless paying a parking meter where a receipt is not printed.

Telephone: Receipt needed for City related calls.

Other: Detailed receipts for City related business expenses for example copies, faxes, etc.

Coordinated Personal Travel

There are benefits associated with coordinating business travel with personal travel, especially when it results in cost savings for the City. Extending a personal trip into a business trip, or taking personal time after completing the business portion of a trip often results in lower travel costs for the City.

Coordinating personal travel must follow the City Personnel Policy Leave Policy and the supervisor must approve leave. Transportation costs and per diem will be allowed only for the most direct route to the destination for the City business trip. Reimbursement and payment for meals and lodging will be allowed only during the time the employee is in City travel status.

Other

All travel reconciliations must be submitted within five days of returning to work. If the claim is more than the travel advance the employee will be issued a check. If the claim is less than the advance the employee will reimburse the City for the difference at the time the reconciliation is submitted.

Trip reports may be requested by Department Head or City Manager and should be submitted within five days of the request.

CITY OF GREAT FALLS TRAVEL VOUCHER
**** PLEASE READ BEFORE TRAVELING ****

FORM COMPLETION:

Each travel voucher must be as complete as possible before advances/reimbursements will be made. The correct account numbers must be provided.

TRAVEL VOUCHERS MUST BE RETURNED TO FISCAL SERVICES WITHIN 5 DAYS AFTER RETURN.

REIMBURSABLE EXPENSES:

Employees need authorization (requisition/purchase order, etc.) prior to incurring an expense on behalf of the City. To be reimbursed for all authorized expenses, employees submit an expense report/voucher accompanied by receipts. A supervisor must approve the expense report/voucher prior to submittal. Generally, claims will not be paid without proper documentation.

Receipts must support reimbursement claims. Support can include receipts for individual meals (if the base allowance is exceeded), transportation (plane, train, rental car, etc.), lodging, enrollment and registration, and miscellaneous business expenses.

There are occasions when receipts are not required. These include instances when individual meal claims fall within the base allowance, personal transportation claims fall within the rate per mile, and for costs associated with incidental miscellaneous expenses where receipts are not normally available (pay phones, taxis, parking, etc.).

Employees who have lost a receipt but know the amount or approximate amount of an expense may submit their claim as usual and note the receipt loss in a brief, written explanation. The City honors all reasonable travel claims.

The meal allowance is not a daily allowance or limit; it is an allowance or limit per meal, including any tip. Employees departing after 7:00 a.m. and returning before 7:00 p.m. qualify for the lunch allowance only. Employees departing after 7:00 a.m. and returning after 7:00 p.m. qualify for both the lunch and dinner allowances. Employees departing before 7:00 a.m. and returning after 7:00 p.m. qualify for the breakfast, lunch and dinner allowances.

If a meal is not associated with a business meeting, or if a meal exceeds the standard meal allowance, the meal may qualify under special meal circumstances. The City understands that some locations are, by their nature, more expensive. Employees in locations such as these may exceed individual meal allowances. Any extra costs may be claimed. Employees should attach a receipt and a brief, written explanation to their claim form for each meal. The request for additional meal expense coverage will be subject to the claim approval process.

Public transportation for City purposes shall be limited to coach rates, unless special circumstances exist and are documented.

Employees should try to reduce overall business travel costs. The timing of travel can result in savings associated with taking advantage of special rates. Accordingly, the City may prefer to pay additional lodging, meals, etc. if the result is a net savings.

- Lodging: Receipts, DETAILED lodging bills, includes room and tax only.
- Meals: Receipt if meal exceeds standard meal allowance with written explanation of excess.
- Tips: Actual expense to a maximum of 15% per eligible meal receipt.
- Registration: Receipt, copy of registration form, and other applicable documentation.
- Transportation: Receipts for taxi, bus, airport limousine, and other. Copy of ticket for air or rail, coach and tourist only.
- Parking: Receipt needed.
- Personal Vehicle: Current Internal Revenue Service mileage allowance.
- Telephone: City related
- Other: Receipts for city related expenses for copies, faxes, car rental and other expenses.

If you have any questions or concerns regarding travel vouchers, please call Fiscal Services 455-8424 or 455-8425

City of Great Falls In-State Travel Advance/Reimbursement Request Form

Employee: _____ Date: _____
 Destination: _____ Department: _____
 Travel Reason (be specific): _____
 Departure Date & Time: _____ Return Date & Time: _____
 Other Employees Attending This Function: _____
 Account Number: _____ - _____ - _____ - _____ Project Number: _____ %/Amount: _____
 Account Number: _____ - _____ - _____ - _____ Project Number: _____ %/Amount: _____
 Account Number: _____ - _____ - _____ - _____ Project Number: _____ %/Amount: _____
 Transportation Used: Air _____ Car Rental _____ Personal Vehicle _____ City Vehicle _____

Travel Advance Estimate of Expenses	PR # & Amount for Direct Payments to Vendors:	Reconciliation/Reimbursement	
		* Receipts Required	Actual Expenses
Motel Nights _____ Rate _____	_____	Motel * Nights _____ Rate _____	_____
Car Rental	_____	Car Rental *	_____
Airfare	_____	Airfare *	_____
Registration Fees	_____	Registration Fees *	_____
Miscellaneous (Be specific): _____	_____	Miscellaneous * (Be specific): _____	_____
Mileage Miles _____ Rate <u>0.580</u>	_____	Mileage Miles _____ Rate <u>0.575</u>	_____
Meals # of Breakfasts @ \$10.00 _____ # of Lunches @ \$10.00 _____ # of Dinners @ \$20.00 _____	_____	Meals # of Breakfasts @ \$10.00 _____ # of Lunches @ \$10.00 _____ # of Dinners @ \$20.00 _____	_____
Total Advance Requested _____ -	Total Direct Paid _____ -	Total Actual Costs _____ -	_____ -

Employee Initials _____ Date _____
 Department Head Initials _____ Date _____
 Finance Director Initials _____ Date _____

Fiscal Services Department Use Only:

Reconciled by _____ Amount Advanced to Employee _____ - Advance Check No. _____
 Total cost of trip _____ - Total Itemized Travel Expenses _____ - Advance Check Date _____
 Amount Due to Employee _____ Due Employee Check No. _____
 Amount Due to City _____ - Due Employee Check Date _____

**CITY OF GREAT FALLS TRAVEL VOUCHER
** PLEASE READ BEFORE TRAVELING ****

PRIOR APPROVAL

ALL out of state travel MUST be approved by the City Manager's Office PRIOR to incurring any expenses or travel.

FORM COMPLETION:

Each travel voucher must be as complete as possible before advances/reimbursements will be made. The correct account numbers must be provided.

TRAVEL VOUCHERS MUST BE RETURNED TO FISCAL SERVICES WITHIN 5 DAYS AFTER RETURN.

REIMBURSABLE EXPENSES:

Employees need authorization (requisition/purchase order, etc.) prior to incurring an expense on behalf of the City. To be reimbursed for all authorized expenses, employees submit an expense report/voucher accompanied by receipts. A supervisor must approve the expense report/voucher prior to submittal. Generally, claims will not be paid without proper documentation.

The policy for the City of Great Falls is the City will pay for one checked bag that is personal and not overweight. Anything over that must be covered by the employee.

Receipts must support reimbursement claims. Support can include receipts for transportation (plane, train, rental car, etc.),

There are occasions when receipts are not required. These include instances when personal transportation claims fall within the rate per mile, and for costs associated with incidental miscellaneous expenses where receipts are not normally available (pay phones, taxis, parking, etc.).

Employees who have lost a receipt but know the amount or approximate amount of an expense may submit their claim as usual and note the receipt loss in a brief, written explanation. The City honors all reasonable travel claims.

The meal allowance is a daily allowance or limit; and is based on the per diem rates provided by the General Services Administration (GSA) rates can be found at <https://www.gsa.gov/travel/plan-book/per-diem-rates> or contact the Finance Department for current rates.

Public transportation for City purposes shall be limited to coach rates, unless special circumstances exist and are documented.

Employees should try to reduce overall business travel costs. The timing of travel can result in savings associated with taking advantage of special rates. Accordingly, the City may prefer to pay additional lodging, meals, etc. if the result is a net savings.

- Lodging: Receipts, DETAILED lodging bills, includes room and tax only.
- Registration: Receipt, copy of registration form, and other applicable documentation.
- Transportation: Receipts for taxi, bus, airport limousine, and other. Copy of ticket for air or rail, coach and tourist only.
- Parking: Receipt needed.
- Personal Vehicle: Current Internal Revenue Service mileage allowance.
- Telephone: City related
- Other: Receipts for city related expenses for copies, faxes, car rental and other expenses.

If you have any questions or concerns regarding travel vouchers, please call Fiscal Services at extension 481.

City of Great Falls Out-of-State Travel Advance/Reimbursement Request Form

Employee: _____	Date: _____
Destination: _____	Department: _____
Travel Reason (be specific): _____	
Departure Date & Time: _____	Return Date & Time: _____
Other Employees Attending This Function: _____	
Account Number: _____ - _____ - _____ - _____	Project Number: _____ %/Amount: _____
Account Number: _____ - _____ - _____ - _____	Project Number: _____ %/Amount: _____
Account Number: _____ - _____ - _____ - _____	Project Number: _____ %/Amount: _____
Transportation Used: Air _____ Car Rental _____	Personal Vehicle _____ City Vehicle _____

Travel Advance Estimate of Expenses	PR # & Amount for Direct Payments to Vendors:	Reconciliation/Reimbursement	
		* Receipts Required	Actual Expenses
Motel		Motel *	
Nights _____		Nights _____	
Rate _____	-	Rate _____	
Car Rental		Car Rental *	
Airfare		Airfare *	
Registration Fees		Registration Fees *	
Miscellaneous (Be specific):		Miscellaneous * (Be specific):	
Mileage		Mileage	
Miles _____		Miles _____	
Rate <u>0.580</u>		Rate <u>0.575</u>	
Meals		Meals	
Daily Per Diem Rate varies by location of travel		Daily Per Diem Rate varies by location of travel	
https://www.gsa.gov/travel/ plan-book/per-diem-rates		<a href="https://www.gsa.gov/travel/p
lan-book/per-diem-rates">https://www.gsa.gov/travel/p lan-book/per-diem-rates	
Total Advance Requested _____ -	Total Direct Paid _____ -	Total Actual Costs	-

Employee Initials _____	Date _____
Department Head Initials _____	Date _____
Fiscal Services Director Initials _____	Date _____
City Manager's Office Approval _____	Date _____

Fiscal Services Department Use Only:		
Reconciled by _____	Amount Advanced to Employee _____ -	Advance Check No. _____
Total cost of trip _____ -	Total Itemized Travel Expenses _____ -	Advance Check Date _____
	Amount Due to Employee _____	Due Employee Check No. _____
August 2018	Amount Due to City _____ -	Due Employee Check Date _____

CITY OF GREAT FALLS

QUOTES

Purchases up to and including \$25,000 may be purchased at the Department Head's discretion, two written quotes, oral quotes, or other supporting documentation is recommended. Departments must identify all information for the items/services being requested. This information may be read over the phone to each vendor or provided in written form.

Department/Division: _____ Date: _____

Individual Obtaining Quotes: _____

Supply/Service Description: _____

VENDOR NAME			
CONTACT PERSON OR SOURCE			
PHONE #			
PRICE QUOTED			

PREFERRED VENDOR: _____

I certify that the information provided above is, to the best of my knowledge, true and correct.

Individual Obtaining Quotes: _____
Signature Date

Approval:

Department Head: _____

Tracking # _____

CITY OF GREAT FALLS REQUEST FOR SOLE SOURCE

DATE: _____ DEPARTMENT: _____

REQUESTOR: _____ PHONE NUMBER: _____

BUSINESS NAME: _____

CONTACT: _____ PHONE NUMBER: _____

EMAIL ADDRESS: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SOLE SOURCE REQUEST PURPOSE:

SOLE SOURCE JUSTIFICATION:

Special Cases for Sole Source Purchases:

Bids or quotes are not required where it is in the best interest of the City to maintain a compatible and/or reliable system provided by a single vendor or professional. The sole source form must be provided to the Finance Department for approval prior to purchase.

a. These requirements for purchases of supplies/equipment and services over \$80,000 may be waived by the City Manager. Approval must be documented and obtained PRIOR to purchase.

b. The above applies where:

i. There is only one source for the supply or service of the item (i.e. a vendor's warranty service, exclusive vendor required maintenance agreements), or

ii. Only one source is acceptable or suitable for the supply or service item, or

iii. The supply or service must be compatible with current supplies or services, or

iv. A collective bargaining agreement or other contract requires the utilization or employment of a specific good or professional.

c. Where state and local law require a good or service to be provided by a specific entity (Election Administration, Detention Center Fees, etc.), quotes are not required.

SIGNATURE

PRINT NAME

TITLE

DATE

CITY OF GREAT FALLS

NEW OR DISPOSED OF MACHINERY AND EQUIPMENT FORM

This form should be completed whenever a vehicle, trailer, or equipment valued at \$5,000 or more is acquired or disposed. Please complete form with as much information as possible and send to the Finance Department.

Asset Information

New Asset Disposal Asset Number _____

Item: _____

Original Funding Source: _____

Acquisition Date: _____

Original Purchase Price: _____

Manufacturer: _____

Model: _____

Model Year: _____

Serial Number: _____

Disposal Date: _____

Reason for Disposal: _____

Sale Price or Trade In Value: _____

City of Great Falls Annual Small Works Policy

Introduction

The purpose of the Small Works Roster (Roster) policy is to make it simpler for departments to get small jobs and repairs, up to \$25,000, completed using a list of preapproved vendors. The Risk Management Specialist will maintain the list of preapproved vendors for the City. The Roster will include vendors that have completed the Small Works Roster application, have met all of the requirements, and have been approved. The City reserves the right to select an appropriate vendor for the repair or project

Roster Registration

The City will run an annual legal advertisement inviting vendors to register or renew their status on the Roster, which will provide the process to apply.

Vendors that would like to be on the Roster must provide the following:

- Complete application;
- Insurance, naming the City as additionally insured;
- Proof of worker's compensation coverage and/or independent contractor exemption certificate;
- Proof of all applicable and required contractor, business and state licenses;
- List of three references, minimum of three;
- List of similar projects completed within the last two years
- Current W9.

To remain current on the Roster, vendors will need to annually:

- Complete annual renewal application
- Submit the certificate of insurance to the City's Risk Management Specialist on a yearly basis prior the expiration of the current certificate;
- Keep all contact information up to date;
- Comply with all Federal, State, and Local laws; and
- Current W9

By registering, the City does not notify vendors of opportunities. To keep up with City bids, RFPs, and/or Small Works Projects, sign up for notifications on the City's website: <https://greatfallsmt.net/rss>. Click on the Bids and RFPs feed and enter e-mail contact information.

CITY OF GREAT FALLS

SMALL WORKS ROSTER APPLICATION

NEW APPLICATION

RENEWAL

BUSINESS NAME: _____

CONTACT: _____ PHONE NUMBER: _____

EMAIL ADDRESS: _____ FAX NUMBER: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

FEDERAL TAX ID NUMBER: _____

MT CONTRACTOR LICENSE NUMBER: _____

CONTRACTOR FILING STATUS:

Sole Proprietor

Limited Liability Company

Corporation

Partnership

Other: _____

INSURANCE COMPANY: _____

POLICY NUMBER: _____ PHONE NUMBER: _____

CONTACT: _____

Check all areas that are applicable to your expertise:

_____ Acoustical Tile

_____ Audio/Visual

_____ Boilers

_____ Carpet/Flooring

_____ Chemicals

_____ Concrete

_____ Drywall

_____ Electrical

_____ Excavation

_____ Fencing

_____ Fire Equipment

_____ Fire Sprinkler Systems

_____ General Contracting

_____ Hazardous Waste Removal

_____ HVAC/Mechanical

_____ Insulation

_____ Irrigation/Landscaping

_____ Lumber and Supplies

_____ Overhead Doors

_____ Painting

_____ Paving/Seal Coating & Striping

_____ Pest Control

_____ Plumbing

_____ Recreation Equipment

_____ Roofing

_____ Sprinkler Systems

_____ Telecommunications

_____ Tree/Stump Removal

_____ Vehicle Supplies

_____ Water Testing

_____ Window Cleaning

_____ Other: _____

The purpose of the Small Works Roster (Roster) policy is to make it simpler for departments to get small jobs and repairs completed using a list of preapproved businesses. The list of preapproved vendors will be maintained by the _____ for the City of Great Falls (City.) The Roster will include vendors that have completed the Small Works Roster application, have met all of the requirements, and have been approved. The City has created a Roster for several categories of work. The Roster has been created to reduce the time it takes departments to get repairs or minor projects completed and reduce operating costs by having prequalified vendors who can be contracted immediately. The City reserves the right to select an appropriate vendor for the repair or project.

Items to be included with application:

Vendors that would like to be on the small works roster must be able to provide the following:

- Insurance, naming the City as additionally insured;
- Proof of workers' compensation coverage or independent contractor exemption certificate;
- Proof of all applicable and required contractor, business and state licenses;
- List of references, minimum of three;
- List of similar projects completed within the last two years.

The vendors will need to submit the certificate of insurance to _____ on a yearly basis prior the expiration of the current certificate. Vendors are also responsible for keeping all contact information up to date. Registering does not notify vendors of opportunities.

SIGNATURE

PRINT NAME

TITLE

DATE

Intent to Create Form Instructions

The Intent to Create form is used to have an Office File number and/or a Project Number created. The Office file number is the method the City uses to track documentation associated with a project and is assigned by the City Engineer. Project numbers are assigned to track expenditures and revenues of projects and are assigned by the Budget Analyst or the Finance Director in the Finance Department. Any project involving construction, remodeling, master planning, or rate study should receive an Office File number.

Steps

To create an Intent to Create Form:

1. Go to Shared Documents/All/Intent to Create on the shared drive. <O:\All\Intent to Create>
2. Open the excel file, 1 – Template Intent to Create Form Dec 2018.
3. Click on File, Save as, save document in the same folder, and name the file (the first 2-3 words of the project name.) Complete as much information as possible including project details and funding information.
4. E-mail cogf_intent_review@greatfallsmt.net, that an intent to create form is ready for review. In the subject line of the e-mail it should say Intent to Create and project name. **Do not attach document.**
 - a. Engineering will review the project information, assign an Office File number, and reply to the e-mail that information has been populated into the form.
 - b. Finance will review accounting information, assign a project number, and reply to the e-mail that information has been populated into the form.
5. Originator will contact Division Head and Department Head to have them digitally initial the form.
6. Originator will fill in completed date at the bottom of the form when all needed information and sign offs have been completed.
7. The originator will e-mail the distribution list cogf.intent@greatfallsmt.net that Intent to Create Form has been complete for _____ project.
 - a. The distribution list includes
 - i. City Clerk and Assistant City Clerk – who will create the Office File record
 - ii. Finance Director
 - iii. Budget Analyst – who will make budget adjustment
 - iv. Public Works Director
 - v. City Engineer
 - vi. Engineering Admin

**CITY OF GREAT FALLS
INTENT TO CREATE PROJECT**

COMPLETED BY ORIGINATOR _____

PROJECT TITLE _____
 TYPE OF PROJECT _____
 REASON FOR PROJECT _____
 PROJECT LOCATION _____
 PROJECT MANAGER _____
 PROJECT START/FINISH DATE _____

PROJECT FUNDING

FUNDING SOURCES (PLEASE INPUT NEGATIVE VALUES)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ADJUSTMENT AMOUNT
TOTAL		\$0

FUNDING ALLOCATIONS

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ADJUSTMENT AMOUNT	PRIOR FUNDING	ENDING BALANCE
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL		\$0	\$0	\$0

CONTACT FINANCE FOR PROJECT # _____ PROJECT NUMBER _____

COMPLETED BY ENGINEERING _____ OFFICE FILE NUMBER _____ RELATED _____

ROUTING FOR DIGITAL INITIAL

1. ORIGINATOR _____
 2. DIVISION HEAD _____
 3. DEPARTMENT HEAD _____

\$0	TOTAL FUNDING SOURCES
\$0	TOTAL FUNDING ALLOCATIONS
\$0	DIFFERENCE

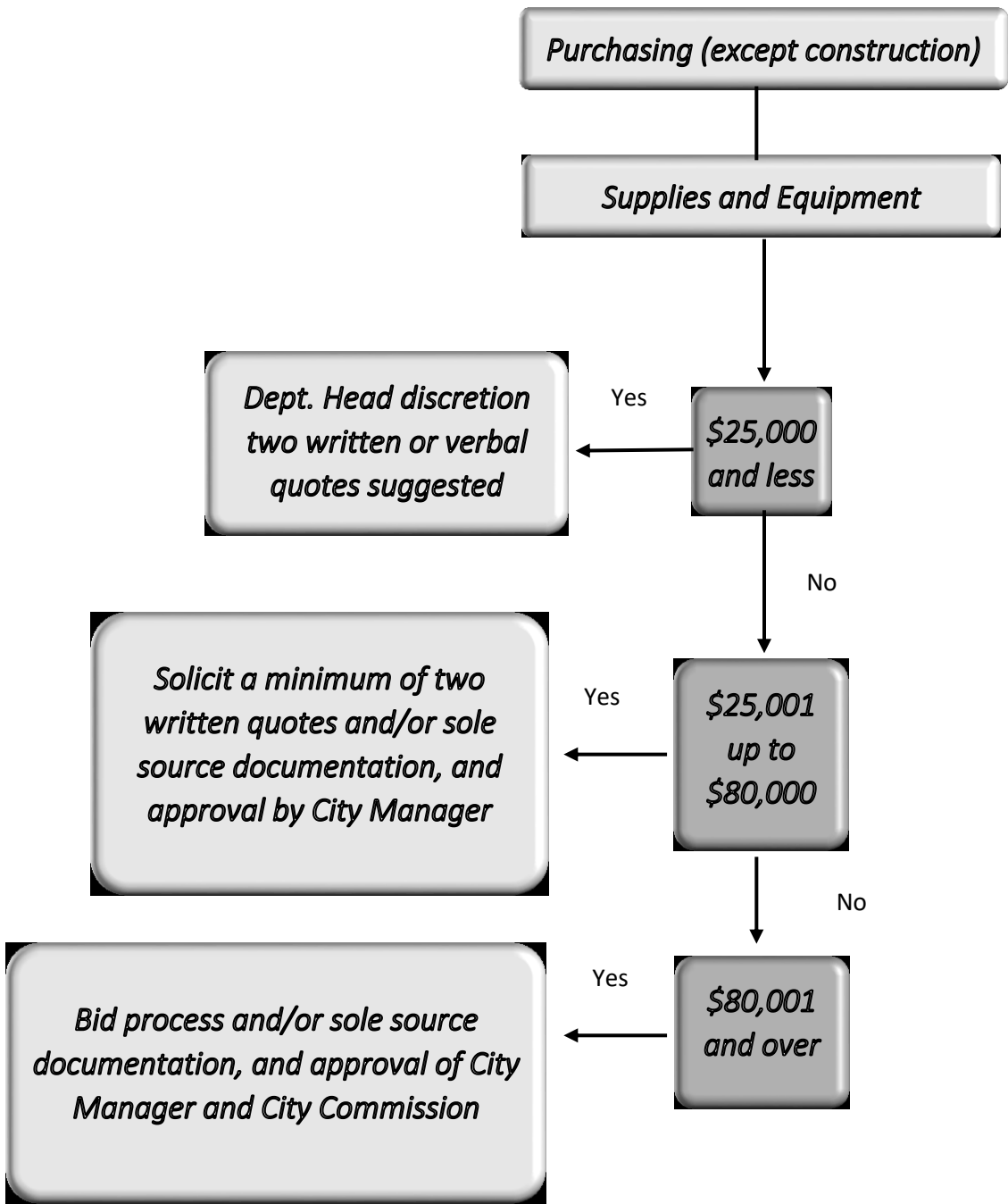
DATE COMPLETED _____

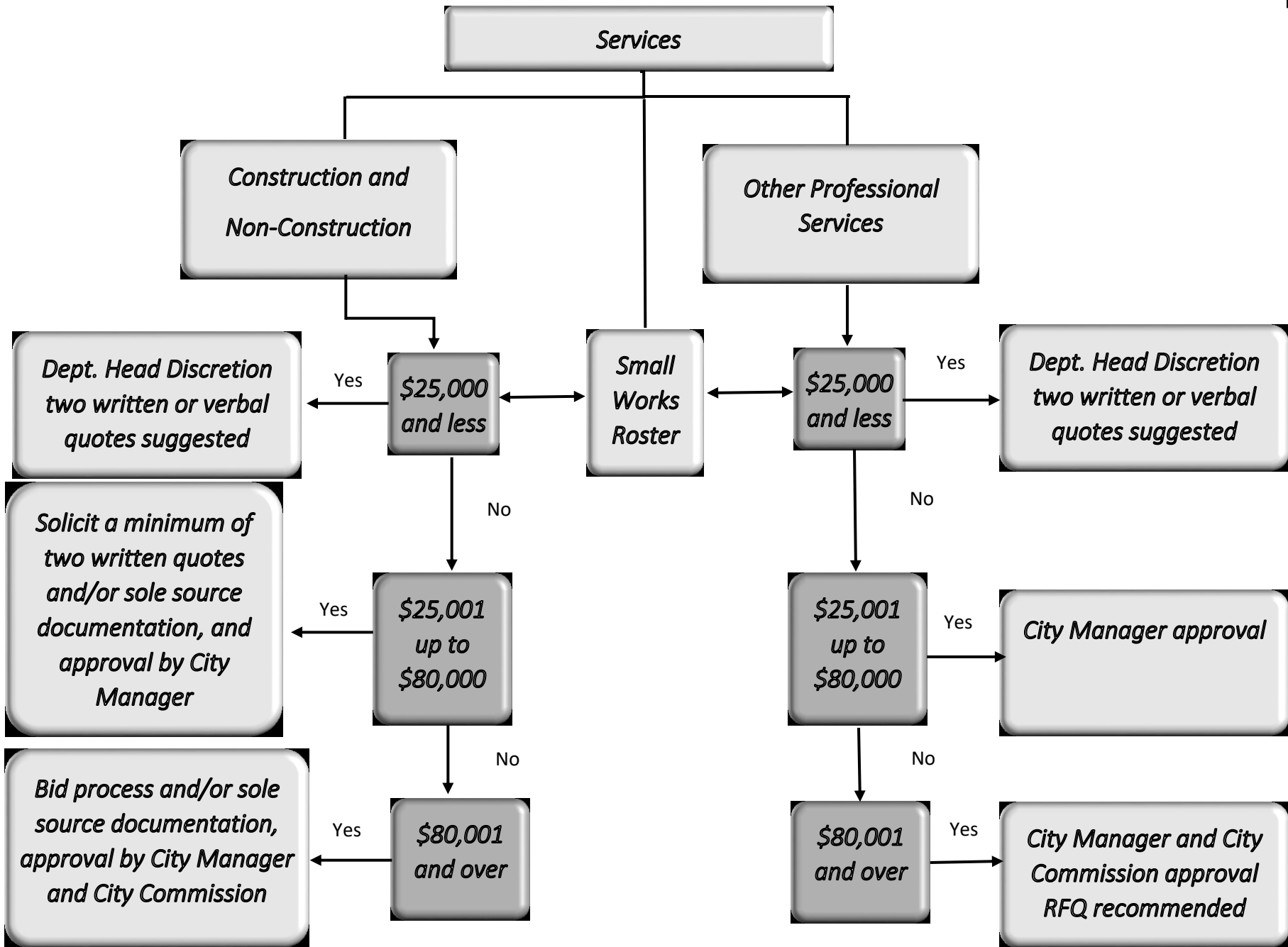
- CC:
 CITY CLERK
 FINANCE DIRECTOR
 BUDGET ANALYST
 PUBLIC WORKS DIRECTOR
 CITY ENGINEER
 ENGINEERING ADMIN

Contract and Bidding Matrix

		Dept. Head Approval	City Manager Approval	2 Verbal or Written Quotes Recommended	Solicit a min. of 2 Written Quotes or approved Cooperative Purchasing Agreement	Formal Bid or Cooperative Purchasing Agreements	Contracts List	Agenda Item	Review for State Prevailing Wage Rates	Insurance	50% bona fide MT Residents	State 1% Withholding over \$5,000	Performance Bond	Payment Bond	Bid Bond	Federal Prevail. Wage Rates apply on projects over \$2,000 with Federal Funding*	Cert. of Non segregated Facilities and Non-conclusion*
Supplies and Equipment	\$0.00 to \$25,000	X		X													
	\$25,001 to \$80,000	X	X		X												
	> \$80,000	X	X			X		X						X			
Repairs***	\$0.00 to \$25,000	X		X					X								
	\$25,001 to \$80,000	X	X		X		X	X	X			X	X				
	> \$80,000	X	X			X	X	X	X			X	X	X			
Architectural, Engineering, and Land	\$0.00 to \$25,000	X							X								
	\$25,001 to \$80,000	X	X				X		X								
	> \$80,000	X	X				X		X								
Construction	\$0.00 to \$25,000	X		X					X	X	X					X	X
	\$25,001 to \$80,000	X	X		X		X	X	X	X	X	X	X			X	X
	> \$80,000	X	X			X	X	X	X	X	X	X	X	X		X	X
Non-Construction Services **	\$0.00 to \$25,000	X		X					X							X	X
	\$25,001 to \$80,000	X	X		X		X	X	X			X	X			X	X
	> \$80,000	X	X			X	X	X	X			X	X	X		X	X
Other Professional Services *****	\$0.00 to \$25,000	X							X								
	\$25,001 to \$80,000	X	X				X		X								
	> \$80,000	X	X				X		X								

- Notes:
- Quotation Requirements for Purchases up to \$25,000 will be set by the Department
 - Certain Funding Sources May Require Certified American Steel e.g. DNRC grants
 - See contract templates on City intranet for insurance requirement amounts
 - *Applies to Federally funded projects; each federally funded project must be reviewed individually for compliance
 - ** e.g. Grounds maintenance, custodial or security services, material and mail handling
 - *** Repairs to equipment, overhead doors, windows, water heaters, etc. DOES NOT include construction such as alteration, maintenance and remodeling
 - **** Refer to Architectural, Engineering, and Land Surveying policy maintained by Public Works
 - ***** e.g. Legal, Physicians, Consultants, Trainers if over \$80,000, request for qualifications is recommended but may be waived by the City Manager.





Architectural, Engineering, and Land-Surveying Services*

*See Engineering Policy for more details

Is the estimated total cost of the project

Total budget \$250,000 or less? (Minor project)

Yes

Award based on project familiarity or rotation

No

Total budget up to \$4,000,000 or \$250,000 for historical surveys, master plans, and feasibility studies (Intermediate project)

Yes

Rotational basis provided consultant can meet project schedule and fee can be negotiated

No

Total budget over \$4,000,000 or over \$250,000 for historical surveys, master plans, and feasibility studies (Major projects)

Yes

Based on SF 330 evaluations and interviews in the RFP process. SF 330 will be 50% and interview will be 50% of rating

City of Great Falls Internal Controls Policy

Internal Controls

Internal controls are the plan of organization and the methods and procedures used to safeguard assets and other resources, and to assure that those assets and resources are used.

Several objectives for internal control are:

- Assets and resources of the City are used in accordance with applicable laws, regulations or City Commission action.
- Transactions are conducted in accordance with the City's authorizations and directives and are executed as efficiently and effectively as possible.
- All transactions are properly recorded for reliable reporting.
- To maintain accountability of City assets.
- Timely and accurate reports of the governmental unit's activities are provided to its constituencies.

The cost of internal controls should never exceed related benefits. The risk of collusion is a limitation of internal control. Control-related policies and procedures are designed so that one employee functions as a check on another employee's work (segregation of incompatible duties). In such cases, there is always the risk that employees who are supposed to serve as a check on one another may instead work together to circumvent control. The Finance Department conducts various surprise audits on equipment, cash handling, etc. throughout the year to prevent common types of fraud.

Common forms of fraud include:

- Pilfering postage stamps or mail services.
- Stealing tools, supplies and other items of equipment.
- Removing small amounts from cash funds and registers.
- Creating overages in cash funds and registers by under recording.
- Overloading expense accounts or diverting advances to personal use.
- Pocketing payments on customer's accounts, issuing receipts on scraps of paper or in self-designed receipt books.
- Failing to make bank deposits daily or depositing only part of the money.
- Increasing amounts of petty cash vouchers and/or totals in accounting for disbursements.
- Using personal expenditure receipts to support false paid-out items.
- Selling waste and scrap materials and pocketing proceeds.

City of Great Falls Petty Cash Policy

Petty Cash Funds

Petty cash funds are set up and administered by a custodian in each department and are to be used by City employees for small purchases up to \$100.00. Expenditures over \$100.00 need to be approved by the department head in advance of the purchase. The use of the Petty Cash Fund is to ensure departments are able to make small purchases quickly as needed. The Petty Cash Fund is not a way to circumvent City purchasing policies. All purchasing policies must be followed. To establish a Petty Cash Fund the Department Head will request a fund along with the dollar amount requested in a Memo to the Finance Department Head. Once the Finance Director approves the fund the department will enter the request into the accounts payable system.

Petty Cash Use Procedures

Petty cash may be advanced or reimbursed to a City employee.

If the advance method is desired the employee will receive an advance for a purchase while estimating the price of the purchase. When an advance is received, the employee will complete an "I Owe You" form with the following information listed:

- Item to be purchased,
- estimated purchase price,
- date, and
- signature.

When the purchase is completed, later the same day, the "I Owe You" form will be replaced with the itemized receipt and the correct change returned to the Petty Cash Fund.

If the reimbursement method is chosen, the employee will get appropriate approval within the City, purchase needed item(s) from vendor, and return with itemized receipt or invoice to get reimbursed by the custodian.

Reconciliation

The custodian will maintain the Petty Cash Log to record all expenditures from the fund. The receipts listed on the log sheet plus the cash should always balance to the amount in the Petty Cash Fund. If the cash and receipts do not equal the Petty Cash Fund amount an overage or shortage should be recorded. The custodian also needs to monitor the amount of petty cash available and be sure to replenish the fund as needed through the accounts payable process.

City of Great Falls

Fixed Assets and Construction in Progress Policy

Fixed Assets

Fixed assets are items that are purchased, constructed, or donated to the City of Great Falls (City) with a purchase price or value of \$25,000 or more and a life expectancy of more than three years. The City has several classes of Fixed Assets Land, Building and Structures, Intangible Assets, Improvements other than Buildings, Machinery and Equipment, Inventories, Infrastructure, and Plant.

Items purchased in bulk (library books, golf carts, garbage containers) may exceed \$25,000 but do not meet the criteria since the individual item is not valued at \$25,000 or more. Library books and other grouped items were once capitalized but are being removed from the fixed asset list as they are fully depreciated in order to comply with this policy. Every department is required to keep track of controlled assets, items that are City owned but do not meet the \$25,000 threshold, items such as equipment, office supplies, etc.

Fixed Assets Classes

Land - Property the City owns and is listed as the owner on property tax bills and was not purchased for investment purposes.

Buildings and Structures - All buildings, sheds, or anything that is constructed with a fixed location on the ground.

Intangible assets - Rights of ways, easements, water rights,

Improvements other than Buildings - Sidewalks, sprinkler systems, fencing, trails

Machinery and Equipment - Vehicles, plows, mowers, items that are moveable

Inventories – Parts in Water Fund meters are no longer being added to fixed assets

Infrastructure – Sewer mains, storm drains, water mains, manholes, gate valves

Plant – Non-moveable assets related to the Water Treatment Plant and the Sewer Treatment Plant.

Depreciation

Fixed assets purchased by governmental funds are recorded as expenditures in the fund when the asset is purchased. Depreciation is not recorded in governmental funds at the fund level. In the government wide statement of net assets and the government wide statement of activities, the assets are capitalized and depreciation is reported.

All fixed assets purchased by proprietary funds, except land and some intangible assets are depreciated by straight-line depreciation based on the estimated useful lives.

The estimated useful lives for each category are:

Buildings	20 - 50 Years
Improvements	15 - 20 Years
Equipment	3 - 25 Years
Inventories	3 - 25 Years
Infrastructure	
Plant	15 - 50 Years

Acquisition Date

An asset is placed in service as of the date of the last invoice charged against the project. Vehicles and other Equipment are placed in service as of the date of the invoice provided the equipment was received and is on premise at the time the invoice was billed.

Controlled Assets

Controlled assets are City owned property with a value less than \$25,000. Every department is required to track controlled assets as if they were fixed assets. The controlled asset list will be maintained regularly by each department and the list will be submitted to the Finance Department annually by, July 15th of each year.

Construction in Progress

Construction in Progress (CIP) are projects that have not been completed by the end of the fiscal year. Once a project has been completed, the final payment has been made, the project will be removed from CIP, an asset will be created and placed into service. The project is also be closed at this time, not when the warranty period is over. Every year the Engineering Department will submit two lists to the Finance Department:

- Projects that closed within the Fiscal Year
- Current Projects

Received by the Finance Department by July 15th. The Finance Department will verify the state of the projects in CIP.

Disposals

Fixed assets have a limited life span and need to be removed from the Fixed Asset Schedule when disposed of, traded-in, obsolete, damaged beyond repair, depleted, junk, replaced, unable to locate, or when items have been capitalized and should not have been because they do not meet the capitalization policy.

Inventory

Inventory of all fixed assets will be completed at least once every five years, preferably 20% ever year.

City of Great Falls

Real and Personal Property Sale, Trade, or Lease Policy

Governmental Entities

The City may sell, trade, grant, donate, or lease for any period of time any real or personal property to a governmental entity by negotiation without an appraisal or advertising for bids. If, by grant or donation, the real or personal property must be retained for a direct or perpetual public benefit or use.

Real Property

The City may sell, trade, or lease for any period any real property whether or not the same be held in trust for a specific purpose without a vote of the electors and when passed by a four-fifths vote of all the members of the City Commission.

In the case of property held in trust for park purposes, and before the sale, trade or lease of the same, the Park Board shall review the proposal and make a recommendation to the City Commission.

Before final consideration by the City Commission of the sale, trade or lease of City property, the City Commission shall hold a public hearing thereon and allow at least fifteen days notice of the time and place of such hearing to be published in a paper of general circulation in the City.

The City shall obtain an appraisal of the subject property for sale or trade to determine a minimum price except and unless the cost of appraisal is estimated to exceed seven percent of the value of the subject property whereupon the City shall establish a minimal price by comparable sales or leases in the area. Other comparable sale or leases in the area shall determine estimated land values. If a minimum price or value is established by appraisal, no bid or trade shall be accepted which does not meet or exceed the appraised value.

The City Commission may require an appraisal to establish a minimum price on any or all property whenever it is deemed in the best interest of the City.

The sale, trade, or lease of property must be made to the highest responsible bidder except:

- Where there is no actual potential for more than one party interested in making a bid.
- For a lease of recreational facilities related to special events.
- Where the City trades or exchanges for property of a like kind with equal or greater value.
- Where the use is to continue for a public purpose and it is subject to a reversion to the City should the use ever be changed to any other purpose.

Advertisement for bids/proposals shall be made once in a paper of general circulation in the City with the publication to be not less than five nor more than twelve days before the bid/proposal due date.

The City may require a development proposal for the sale, transfer or lease of property, which may include but not be limited to designation of a specific use or other conditions established by the City Commission.

Personal Property

The City may sell, trade or lease any personal property, scrap, surplus, etc. by negotiation without advertising for bids, for any period of time, unless the value thereof, either singularly or in the aggregate, exceeds \$25,000 whereupon such sale, trade or lease must be made to the highest bidder.

The City may obtain an appraisal to determine the value or to establish the minimum sale price for the property.

Where any single item of personal property exceeds a reasonably estimated value of \$25,000 and staff recommends the sale or other disposition of the property, an agenda report must be provided to the City Commission to declare the item to be surplus property subject to sale, and for the Commission to approve or disapprove the sale.

Any single item of personal property that does not exceed a reasonably estimated value of \$25,000 may be declared surplus property at the discretion of the Department Head.

A listing of all items declared surplus property must be submitted to the Finance Department for comparison to the Fixed Asset listing.

Advertisement for bids shall be made once in a paper of general circulation in the City with publication to be not less than five nor more than twelve days before the bid/proposal due date; or the City may place the item for sale on an internet auction site with an established minimum price. Whether an item is sold by advertisement for bids/proposals or on an internet auction site is up to the discretion of the Department Head.

Definitions

Lease – A contract by which one party conveys land, property, equipment, etc. to another party for a specific time in return for payment.

Personal Property – Moveable equipment.

Real Property – Land and Buildings.

Sale – Transfer of ownership for cash or equivalent.

Scrap – Inoperable equipment or discarded metal.

Surplus – Quantity of an item that is greater than needed.

Trade - Exchange of one or more items for one or more items with similar value.

City of Great Falls Copier or Fax Security Policy

Copier or Fax Security

Departments should be aware when leasing or renting copier equipment of the eminent threat of data security breach. Since 2002 almost all copier equipment manufactured contains a computer hard drive whereby all information that is copied, scanned or faxed from these copiers is stored on a hard drive. Any copier (rented or purchased) must not leave the premises until the hard drives have been removed and given to the IT Department. This should be performed by the copier company or lease company. This should cover both termination of the contract or equipment being swapped or upgraded. All Police Department copiers must not leave the premises without either a 3 pass DOD wipe being performed on the drives or the drives destroyed or a certain form of encryption.

To ensure that all City employees responsible for making departmental purchases for leased copier equipment and to protect the security of confidential information the following guidelines have been established:

1. Existing Lease or Rental
 - a. Prior to the end of the lease; consult the vendor regarding the purchase of the hard drive or;
 - b. Contact vendor to see if Immediate Image Overwrite (IIO) or On Demand Image Overwrite (ODIO) software can be purchased and added to copier
2. New Lease or Rental
 - a. Inquire if Immediate Image overwrite (IIO) or On Demand Image Overwrite (ODIO) software can be purchased;
 - b. Add an addendum to the contract to have the vendor erase the hard drive upon termination of lease; or
 - c. Inquire of the vendor as to the option that the hard drive can be purchased upon termination of lease.

City of Great Falls
Payment Card Information
Data Security Standards and
Credit Card Acceptance Policy

Introduction

The City of Great Falls accepts credit cards as payment for goods and services. By accepting credit cards, The City of Great Falls (City) assumes significant risks with respect to protecting cardholder data. The Payment Card Industry Security Standards Council (PCI SSC) has developed a set of comprehensive financial and information technology requirements, called Payment Card Information Data Security Standards (PCI DSS), to protect credit cardholders' data. The standards are designed to protect cardholder information of City customers to transact business with the City. This policy is designed to work with the complete PCI DSS requirements as established by the PCI SSC.

Credit Card Processing Policy

The PCI DSS requirements vary depending on how the merchant, The City of Great Falls, processes credit card transactions. The most stringent requirements are for organizations that store credit card numbers in any form. Therefore, it is the policy of the City of Great Falls that no credit card numbers may be stored in any format for any reason. Credit card transactions may be processed through PCI DSS compliant third party or online providers.

The processing of any credit card transactions for the City must meet the following requirements:

- Any proposal for a new process (electronic or paper) related to the storage, transmission or processing of credit card data must be brought to the attention of and be preapproved by the Finance Director.
- All credit card merchant accounts must be preapproved by the Finance Director. Web payments must be processed using a PCI compliant service provider preapproved by the Finance Director.
- Credit card information must not be stored on City network servers, workstations, or laptops. Credit card numbers must not be entered into a web page of a server hosted on City network.
- Departments, which accept credit cards, may be subject to a risk assessment by the IT Manager. The results of all such assessments will be reported to the Finance Director.

- All employees involved in processing credit card payments must be aware of this policy, understand the risks associated with their handling of sensitive information, and complete annual compliance training.
- Credit card information must not be transmitted via email.
- Although electronic storage of credit card data is prohibited by this policy, the City will perform periodic scans to insure that the policy has not been violated.
- Neither the full contents of any track for the magnetic strip nor the three-digit card validation code may be stored in a database, log file, or point of sale product.

Enforcement

The Information Technology Manager (IT Manager) shall enforce compliance with the PCI DSS requirements. The IT Manager is responsible for risk assessments, vendor review and periodic scanning for sensitive information. Additionally, the IT Manager is the authorizing entity for the quarterly City compliance statements required by PCI DSS.

Incident Response

All employees should be familiar with this policy. Anyone may report cases of suspected fraud or abuse. All employees are required to report any actual incidence of theft or fraud. If you believe that an incident has occurred, please notify the IT Manager or the Finance Director immediately. Any questions regarding this policy may be addressed to the IT Manager.

Acceptance of Payments

All payments that are received in person must be supported by the appropriate documentation in the following list:

- The signed copy of the receipt produced by the credit card machine will be retained for City records.
- A copy of the completed sale for the customer produced by the credit card machine and given to the customer.

At no time shall a credit card number, expiration date, nor CVV code be written down, saved into any form of electronic file, or photocopied during a sales transaction.

Additional Information

<https://www.pcisecuritystandards.org>



Technology Project Request Form

This form was created to improve the coordination and efficiency of the City's Technology-related projects. Please use this form to submit your technology project. PLEASE RETURN to the I.T. Operations Manager.

Select Project Type:

Check all that apply

- New Technology
- Technology Upgrade
- Other

Requester Name: _____

Department/Division: _____

Date of Request: _____

Requested Date of Completion: _____

Project Summary (State the need in functional terms providing full details of the request):

Justification Summary (Provide justification to support the need for this request):

Financial Impact (Projected Year one and any recurring costs of the request, including ongoing vendor annual maintenance/support):

Funding for Project (Please include account(s), project number(s), awarded grants, etc. used to finance this technology

Indicate which services this project will require (may be several):

Check all that apply

	Procurement		Implementation		Training and Support	
Hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Software	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cloud-Internet Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Networking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disk Storage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Data Backup	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GIS Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Web Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Requesting Department Head Signature

I.T. Operation Manager Signature

Finance Director Signature

City Manager Signature

City of Great Falls Standard Technology Agreement

All technical contracts between the City and any Vendor or Provider must meet the following requirements. Meeting these requirements help ensure the City of Great Falls is meeting its own terms and conditions. Any terms and/or conditions that cannot be met requires an attached explanation or response which is acceptable to the City.

TERMS AND CONDITIONS

- 1) Provider agrees that it is an independent contractor for purposes of entering into a contract and is not to be considered an employee of the City of Great Falls for any purposes.
- 2) Provider agrees all work product shall become the City's property.
- 3) Provider agrees to meet any timelines which must be included in the contract and/or Statement of Work.
- 4) Included in the contract are provisions for termination in the event of non-performance, *force majeure*, or by either party upon thirty (30) days written notice prior to cancellation.
- 5) Provider agrees it will not transfer an awarded contract without prior written consent of the City.
- 6) Provider will comply with all federal, state and local laws, ordinances, rules, and regulations, including the safety rules and codes and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA.
- 7) Provider will carry, maintain, and furnish proof of commercial general liability insurance to the City's satisfaction, including an Additional Insured Endorsement naming the City as an additional insured, professional liability insurance, and worker's compensation coverage.
- 8) Provider will carry, maintain, and furnish proof of 3rd party cyber security insurance.
- 9) City of Great Falls is a public entity. Provider acknowledges that any written information provided to the City of Great Falls may be subject to public inspection under Montana or other applicable law and subject to records retention laws.
- 10) Provider shall indemnify, defend and hold harmless City of Great Falls from any and all claims, lawsuits or liability, including attorney's fees and costs, arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of Provider, its employees, agents, contractors, or any subcontractor as a result of Provider's or any subcontractor's performance pursuant to the contract.
- 11) Please note that the City of Great Falls is exempt from payment of Federal Excise Tax. Its taxpayer identification number is 816001269.

(Great Falls Technology Agreement continued)

By signing below, Provider agrees it meets the above terms and conditions. These terms and conditions supersede all other signed agreements/contracts and are required as an addendum to all signed contracts or agreements between the City and the Provider or Vendor.

Provider/Vendor Signature Date

Authorized City Signature Date

City of Great Falls SaaS Agreement

All Software as a Service (SaaS) contracts must meet the following requirements. Meeting these requirements help ensure the City of Great Falls is entering into agreement with a Provider that places a high value on City data and access (to that data). Unlike traditional on premise solutions (where the City assumes most of the responsibility for its own data and access), SaaS puts a greater responsibility on a Provider to deliver and maintain an available, accessible, and secure solution. The City expects all Providers to meet these minimal requirements. Any items that cannot be met requires an attached explanation/response which is acceptable to the City.

1. Service Levels

- a. Provider will deliver no less than 99.5% up-time. The industry SLA standard for SaaS vendors is typically between 99.5% - 99.9%. At 95.5%, the allowable down-time should not exceed 11 hours in any given quarter. This excludes any outage that is not the fault of the Provider (for example: internet outage or natural disaster).
- b. Provider may be required to provide refunds for excessive downtime at the end of any quarter (anything less than 99.4% up-time and/or greater than 13 hours of down-time).
- c. Provider will allow the City the option to terminate all agreements without penalty should Provider up-time fall below 99% (and/or equal to 22 hours of down-time) for any given quarter.
- d. Provider will allow the City the option to terminate all agreements without penalty should a known critical software deficiency (one that is deemed by the City to cause significant negative impact to City business) extend beyond a 72 hour period without resolution. The City must give written notice of any critical software deficiencies to the Provider.

2. Data

- a. Provider accepts that all data is property of the City of Great Falls.
- b. Provider will host City data in a U.S. location.
- c. Provider will conduct daily backups of City data.
- d. Provider will store backups in an offsite U.S. location.

3. Security

- a. Provider will secure all areas that host City data.
- b. Provider will be SSAE 18 compliant.
- c. Provider will run regularly scheduled security vulnerability assessments/penetration tests.
- d. Provider will secure all client connections by VPN.
- e. Provider will secure all client connections by meeting PCI standard password requirements.
- f. Provider will run antivirus and anti-malware either at the host or on an edge device (where host is located).
- g. Provider will log access to the system/database.
- h. Provider will provide a copy of its liability insurance coverage.

(Great Falls SaaS Agreement continued)

- i. Provider will provide a copy of its 3rd party cyber security insurance.
- j. Provider shall provide a copy of its cyber liability coverage (if not included in its liability insurance coverage).

4. Business Continuity

- a. Provider will have a plan in place for power or critical service failure.
- b. Provider will have a plan in place for physical disasters such as fire, water, or other natural disaster.
- c. Provider will have a plan in place for security breaches such as a DDOS or ransomware attack.
- d. Provider should have a Disaster Recovery failover site.
- e. Provider will provide the City its data in a usable format upon termination of contract.

By signing below, Provider agrees it meets the above requirements. These requirements and terms supersede all other signed agreements/contracts and are required as an addendum to all signed contracts/agreements between the City and the Provider as they relate to Cloud-based/SaaS services.

<p>Provider/Vendor Signature Date</p>	<p>Authorized City Signature Date</p>
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City of Great Falls Technology Purchasing Policy

Overview

In order to ensure compliance with City-wide information security policies, and to ensure that hardware and software are adequately tracked for audit, licensing and warranty purposes, the Information Technology (I.T.) Division requires that users and departments comply with certain purchasing and procurement guidelines. Compliance with these guidelines helps ensure the Information Technology Division can provide quality support that meets the needs of every user in every department.

Purpose

These guidelines help departments understand the correct procedures for ordering new technology in compliance with the City's Technology Purchasing Policy. This policy also helps departments understand the reasoning and methodology behind such procedures.

Scope

Covered under the scope of this policy are all departments and divisions who receive support from the I.T. Division.

Guidelines

All technology purchases must be approved by Information Technology. Individuals and departments will not procure their own hardware, software, and/or any technology services without coordination and/or approval from the Information Technology Operations Manager. Additionally, all technology contracts must either include signed Standard Technology and/or Software as a Service (SaaS) Agreements or the vendor's contract(s) must include and/or respond to and address these requirements in full. These agreements help protect the city organization from entering into unfavorable contracts.

Types of technology covered in this policy include, but are not limited to, the following:

- Desktop computers
- Laptop computers
- Tablets
- Servers
- Network devices (routers, switches, firewalls, Wi-Fi)
- Printers
- Scanners
- Software (including freeware)

- Technology related services (Software as a Service, cloud computing, networking adds/changes, web hosting).

Guidelines for procuring technology:

- 1) **Determine a technology need:** Technology need refers to the concept of gaining real benefit and/or performance from the use of technology. It is crucial to determine need vs. want as it relates to technology. Entities can expend a lot of time, effort and money pursuing technology wants rather than focusing on technology needs. e.g. An employee may want a more expensive Surface Pro laptop when a Dell tablet may serve their needs. The I.T. Division must be part of any tech-related selection and procurement processes in order to ensure compatibility with other systems.
- 2) **Determine the technology impact:** When considering technology, it is imperative to determine the potential impact(s) on departmental and organizational processes. For example, adding a computer and monitor at the Water Plant may not cause the department and/or the City organization to change any processes and/or the way business is conducted. However, implementing a new payroll system would likely impact every department, causing many City employees to be trained and/or to learn new processes.
 - A) Low Impact Technology-** Most technology requests within the City are considered to be Low Impact. **Low impact** technologies include but are not limited to adding a computer, printer, monitor or basic software package (e.g. Microsoft Office) for an employee and/or small group of employees. These type of requests require minimal effort with regard to planning, staff involvement or training. Low Impact requests are generally fulfilled within 2 weeks (depending on product availability and/or staff availability). All Low Impact technology requests must be approved by the requesting Division Head and the I.T. Operations Manager and submitted as an e-mail request.
 - B) Medium Impact Technology-** These technology requests require a significant level of planning, greater staff involvement and training. **Medium Impact** technology affects a significant number of employees and/or departments. For example, adding a scheduling software for Engineering would not only affect a significant number of employees but would also require planning, staff involvement and training on the new system. Medium Impact requests are typically fulfilled within 3 months (depending on vendor/staff availability).
 - C) High Impact** technology typically affects multiple departments or the entire organization. Implementing a new Business or Finance system is a good example of a **High Impact** technology. Planning is critical. Abundant staff time, commitment and effort are crucial. Training is imperative. When confronted with High Impact technology requests, Information Technology will assign a Project Manager to assist and help ensure that these technologies are delivered successfully. Large Impact requests often take more than a year to fulfill.

Requirement

All Medium and High Impact technology requests are considered to be projects and must officially be made using the **Technology Purchase Request Form**. This form must be approved by the requesting Department Head, I.T. Operations Manager, Finance Director and the City Manager.

Information Technology criterion for approval includes adhering to the City's purchasing policies as well as, but not limited to, the following conditions:

- Is the vendor and/or manufacturer reputable within the technology industry?
- Can the I.T. Division deliver and support this solution with its current infrastructure/environment?
- Is the vendor support acceptable?
- Are the support hours a minimum of Mon – Fri 9am – 5pm?
- Are support centers located in the U.S. or in foreign locations?
- Are there any recourses provisioned within warranties and/or contracts for failure to deliver satisfactory product and/or services to the City?
- Is the contract term less than 5 years (preferably 3)?
- Has the vendor or provider signed the Standard Technology Agreement?
- If applicable, has the vendor or provider signed the SaaS Agreement?

Items to consider prior to adding new technology

- Is the technology a need? Will this technology add a benefit or positively affect workflows, efficiencies or results?
- Are there available funds that can be used for the purchase of the technology **and** any ongoing annual costs (such as maintenance and/or upgrades)?
- Is staffing available that can dedicate the resources needed to help guarantee a successful implementation? What does the project team look like? Who are the most reliable subject matter experts? Technology projects require a lot of work and commitment.
- What is the requester's role? Often times, the most critical role is simply to make sure that a technology is getting utilized and is a sound investment.
- Please keep in mind that no technology is perfect. There are strengths and weaknesses within every technology, depending on the reviewer. It is very important to consistently remind yourself and others of this fact. Even the best technologies can break and/or cause levels of frustration. Fostering a level of technology ownership generally produces positive results.
- Continue to develop and maintain a thorough understanding of the impacts technology can make on employees, department(s), policies, procedures and workflows.
- Maintain contact with your peer and other employees. Inquiring how technology may be changing their others' work processes may prove extremely beneficial.

The role of the I.T. Division:

- I.T. Division staff are subject matter experts on networking, systems administration, infrastructure, data storage, security, hardware/software support, project management, etc... I.T. staff are not subject matter experts on every City technology, process or workflow. For example, no one understands Emergency Call Center operations more than a 911 Dispatcher who takes calls and enters that data into the system every single day. This is why it is essential to help provide and devote that level of expertise to projects.
- I.T. will dedicate resources to technology research, demonstrations, procurement, project management, administration and support.
- I.T. will continue to provide support for any technology that is still in use and/or current in its licensing, maintenance or subscription.

CITY OF GREAT FALLS

ARCHITECTS/ENGINEERS/SURVEYORS SELECTION POLICY FEBRUARY 13, 2019

I. PURPOSE

It shall be the policy of the City to negotiate agreements for Architect/Engineer/Surveyors (A/E/S) services on the basis of demonstrated competence and qualification for the type of professional services required by the City, in the City's determination of its best interests. The main intent and purpose of the policy is as follows:

- A. To provide for a systematic procurement of A/E/S Services;
- B. To ensure the best qualified talent is obtained to perform services for the public; and
- C. To obtain professional services required by the City at fair and reasonable fees.

The City intends this policy to be applicable only to the professionals as defined in the following classification section. The City may, at its discretion, use this policy for other professional services procurement contracts.

II. CLASSIFICATION

For purposes of classification, the City initially establishes Architects, Engineers, and Surveyors as the categories in which each firm can classify itself.

A. Architect Services. Architect Services means any professional service or creative work requiring the application of advanced knowledge of architectural design, building construction, and standards and involving the constant exercise of discretion and judgement in such activities, in which the safeguarding of life, health, or property is concerned, as consultation, investigation, evaluation, planning, design, and/or inspection of construction for any public or private building.

B. Engineer Services. Engineer services means any service or creative work, the adequate performance of which requires engineering education, training, and experience in the application of special knowledge of the mathematical, physical and engineering sciences to such services or creative work as consultation, investigation, evaluation, planning and design of engineering works and systems, planning the use of water, teaching of advanced engineering subjects, and the inspection of construction for the purpose of assuring compliance with drawings and specifications; any of which embraces such services or work, either public or private, in connection with any utilities, structures, buildings, machines, equipment, processes, work systems, projects, and industrial or consumer products or equipment of mechanical, electrical, electronic, hydraulic, pneumatic, or thermal nature insofar as they involve safeguarding life, health, and property. The term does not include the work ordinarily performed by persons who operate or

maintain machinery or equipment, communication lines, signal circuits, electric powerlines, and/or pipelines.

C. Surveying Services. Surveying services means any service or work, the performance of which requires the application of special knowledge of the principles of mathematics, physical sciences, applied sciences, and; the principles of property boundary law to the recovery and preservation of evidence pertaining to earlier land surveys; teaching of land surveying subjects; measurement and allocation of lines, angles, elevations, and coordinate systems; location of natural and constructed features in the air, on the surface of the earth, within underground workings, and on the beds of bodies of water, including such work for the determination of areas and volumes; monumenting of property boundaries; platting and layout of lands, and the subdivisions of land, including the alignment and grades of streets and roads in subdivisions; preparation and perpetuation of maps, plats, field note records, and property descriptions; and locating, relocating, establishing, reestablishing, laying out, or retracing of any property line or boundary of any tract of land or road, right-of-way, easement, right-of-way easement, alignment, or elevation of any of the fixed works embraced within the practice of engineering. Aerial photography, photogrammetric mapping, and/or Lidar are excluded from the definition of surveying services due to the highly specialized equipment and technical skills required.

III. PROCEDURE

A. Filing Solicitation. Every three years, the City will advertise for filing of Standard Federal Government Form (SF) 330. All completed 330 forms that are received will be filed and the respective firms will be considered for work that they are qualified to perform. The filing will be in effect until the expiration of the three-year filing period. All 330 forms or amended 330 forms may be submitted at any time during the three-year period. New filings will be required at the end of each three-year filing period. All firms within the City that desire to be placed on the minor projects list should notify the City Engineer of the desire to be included on that classification list and must provide all information necessary to be included on that list.

B. Project Solicitation. A City Request for Proposal (RFP) will be available on the City website, newspaper, and/or other public posting. Proposals submitted by the consultants shall contain the Standard Federal Government Form (SF) 330 and other information specifically addressing the criteria. Selections will be made as outlined in this Policy. The SF 330 may contain up to ten (10) years of historical projects.

C. RFQ/RFP. Requests for Proposals will include the following:

1. Estimated Project Budget;
2. Scope of Services Requested;
3. Schedule and Time Frame;
4. Fee. A maximum fee for the services requested which is established by the City in relation to project complexity. Firms will either respond or not, based on

proposed schedule and fee offered. The maximum fee may be set by the entire selection committee; and

5. Specific Fee Items:

- a) City will not pay mark up for reimbursable expenses except for sub-consultants. Sub-consultants' mark up will be limited to a maximum of 10%.
- b) City will pay Internal Revenue Service (IRS) rate for mileage reimbursement.
- c) City will not pay extra for fax usage, email, phone calls (other than long distance), and other miscellaneous office expense. Postage will be reimbursed if consultant distributes contract documents.

IV. PROJECT CATEGORIES

A. Major Projects. Projects having a total estimated budget (consultant fees plus construction) in excess of \$4,000,000 for Engineers or Architects, and projects similar to historical surveys, master plans and feasibility studies with a budget in excess of \$250,000, will be awarded based on SF 330 evaluations and interviews via the RFP process. The SF 330 and proposal evaluation will be 50% and the interview will be 50% of the total rating.

B. Intermediate Projects. Projects having a total estimated budget (consultant fees plus construction) of less than or equal to \$4,000,000 for Engineers or Architects, or \$250,000 for historical surveys, master plans and feasibility studies, will be awarded to consultants on a rotational basis, at the City's discretion, provided the consultant can meet the project schedule and a fee can be negotiated. City Staff will review the rotation list and identify the next three qualified consultants. City Staff will rank the three consultant firms based on project familiarity and involvement criteria. If the top consultant is unable to meet the project schedule or fee settlement, staff will contact the next qualified consultant and the first consultant will maintain its position on the list for the next upcoming project.

C. Minor Projects. Projects having a total estimated budget (consultant fees plus construction) of \$250,000 or less are considered minor projects. The City may award these projects, in the City's discretion, to an A/E/S based on project familiarity and involvement criteria in lieu of strictly rotational criteria. Non-selected A/E/S's shall, however, be included in the next rotation to help ensure equitable distribution of projects. The City shall endeavor to provide equal work to all consultants in this category in conjunction with the intermediate projects.

Note: The City may choose to use the RFP process for any category of project at the City's discretion.

V. SELECTION COMMITTEE

The selection committee will include the Public Works Director, the City Engineer, the Project Engineer, and Division Managers in charge of an asset that is being improved. The City reserves the right to include additional City personnel on the selection committee that may have an interest in the project.

VI. SELECTION CRITERIA FOR MAJOR PROJECTS

A. SF 330 Point Allocation. The point allocation criteria will be used by the Selection Committee to rank consultants submitting RFPs on major projects. The criteria will provide 50% of the point total for selection on major projects based on RFPs, with the interview providing the remaining 50%. Interviews may or may not be conducted, at the City’s discretion.

B. Criteria. Firms will be evaluated based on the following criteria:

<u>CRITERIA (50% of CUMULATIVE POINT TOTAL)</u>	<u>POINTS</u>
Past Performance	20
Technical Experience	20
Technical Capabilities (Staffing, Equipment, Facilities)	20
Location	20
Knowledge and Project Approach	<u>20</u>
TOTAL POINTS	100

C. Rating Criteria Definitions. The following definitions are to supplement the intent of the criteria as noted above in the SF 330 point allocation:

1. **Past Performance.** Check references to determine the quality of performance (however, do not limit contact to individuals listed as reference). Make on-site inspections, if possible, of projects that the consultant has worked on. Contact personnel operating a project that was designed or supervised by the consultant. How long has the consultant been in business? Did the consultant make necessary corrections to ensure the project performs properly? Exit interviews from previous projects may be utilized, if available.
2. **Technical Experience.** General experience of the firm and experience applicable to the specific project or tasks to be done.
3. **Technical Capabilities.** Availability of adequate personnel, equipment, and facilities to do the needed work. The name of the individual or individuals to be assigned to the project with particular attention to their qualifications, competence,

and service with that firm and previous firm(s). It should be noted that the age or the size of the firm is not always a prime consideration for every project.

4. **Location.** The location of a firm may allow up to 20 points to be added to an evaluation. Great Falls firms shall receive 20 points. The greater the distance from Great Falls, the fewer the points to be awarded.

5. **Project Approach.** The approach to the project work. The familiarity with the project site. The proposed time schedule for completing the work.

6. The City may place a limit on the number of pages that may be submitted in the different sections of the RFP. Limits will be provided to the consultants at the start of the RFP process.

D. At the completion of the RFP evaluations, the City may distribute the point rating to the consultants, if three or more consultant teams have submitted RFPs. Based on the point totals and other individual decisions, consultants may request to be omitted from the interview process. At least 10 days shall elapse between the time point totals are distributed and the time of the interviews. Consultants who request not to continue to the interview process must contact the City at least 5 days prior to the start of the interviews.

E. Interviews. Interviews will be rated at 50% of the cumulative point total. One interview question shall include the consultants' view of the scope of work, timetable and level of effort required. Four other project specific questions will be rated. Prior to the interview, the submitting firms will be notified of their proposal ranking and their resulting position relative to the other firms. The interview portion of the ranking will total 100 points. A listing of all firms to be interviewed will be distributed.

F. Fee. Sealed fee estimates will be submitted at the interview based on the response to the RFP. These fee estimates will be non-binding and non-evaluated. After the selection team chooses the number one firm to negotiate with, negotiations for fee will begin using the estimates submitted by all firms being interviewed. The fee will not be used in the selection process, but Staff will have information to negotiate an equitable fee with the number one ranked firm.

G. Ranking and Proposals. Total scores will be compiled from the background and interview rating to determine the firm ranking. The managing Department Director (or designee) will review the ranking and establish a date for a final proposal. The Department Director or designee will negotiate the final proposal and submit the proposal for approval according to the Finance processes. If a satisfactory proposal cannot be obtained from the top-ranked firm, negotiations will cease and the second-ranked firm will be contacted for a proposal.

VII. CONTRACT DOCUMENT

A. Documents. The City's Standard Contract Document shall be used. The document may be modified during negotiations.

B. Cost of Services. The Cost of Services section of the contract will be broken down by phase as well as identifying classification of employee, rate per hour and estimated number of hours. The rate per hour shall include all overhead and profit.

Example: CADD Operator \$75.00 per hour 10 hours \$750.00

REVISED: April 3, 1990; January 18, 1994; February 20, 2001; and February 13, 2019.

Arch-Eng Select2019



Commission Meeting Date: August 18, 2020
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Resolution 10351 – Annual Tax Levy
From: Gregory T. Doyon, City Manager
Initiated By: Taxable Valuations from Montana Department of Revenue
Presented By: Melissa Kinzler, Finance Director
Action Requested: Adopt Resolution 10351

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10351.”

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

Summary: The City Commission is required to fix an annual tax levy by setting mills to generate property tax revenues that will balance the General Fund budget and other levy supported funds. The City received its taxable valuation from the Montana Department of Revenue (MTDOR) on August 3, 2020. With this valuation, the City can now compute and set its annual mill levy.

The total mill levy for Tax Year 2020 (FY 2021) is 208.79 mills totaling \$20,502,570. This includes mills for the general levy (previously and newly taxable property), the Permissive Medical Levy, and the Soccer Park GO Bond levy. The newly taxable property will generate additional revenue of \$119,488. There is no increase to the total levy for the inflationary factor or an increase to the Permissive Medical Levy.

Background: The City’s total taxable value is \$101,651,616. The taxable value per mill decreased from \$101,525 in FY 2020 to \$98,197 in FY 2021. The decrease in value is due to the protest settlement between the Montana Department of Revenue and Calumet Refinery. Other changes to the tax base (e.g. increases from development) are not distinguishable.

One immediate effect to the City’s budget is to the Great Falls Public Library. The library receives nine (9) mills under its agreement with the City. With the new value per mill, this translates to a decrease of \$29,952 in tax revenue for the library in FY 2021.

During the FY 2021 Budget Adoption Process, the Finance Department projected the City’s newly taxable property revenue would be \$425,000. The projection was based on an eighteen year average of

newly taxable property. The newly taxable revenue reported by MTDOR is actually \$119,488. No particular development project can be identified for this newly taxable revenue.

This amount of newly taxable property revenue means that the City will have slightly less tax revenue than projected in the FY2021 budget of \$305,512 (0.9% of total General Fund revenue). The City anticipates property assessment appeals/abatement requests which means the City will not definitively know how much of this new projected tax revenue will be available until those appeals/abatement requests are processed.

For example, in Fiscal Year 2020, the newly taxable property revenue was certified to be \$199,839. The City has still not received additional tax revenue because of protests, abatements, and delinquencies.

Included in total mill levy of 208.79 are the following:

Debt Service

- 1.72 mills for soccer park debt service payments

The amount that will be generated is \$168,899 which will cover debt payments and expenses in the Soccer Park Fund.

The soccer park bonds were issued June 14, 2004, for \$2,500,000 for twenty years and refinanced in April 2014. The outstanding balance of the soccer bonds as of June 30, 2020, was \$620,000. The bond maturity date is July 1, 2024.

Permissive Medical Levy

- 34.23 mills will generate \$3,361,286 (minimal increase in number of mills from last year, but no increase in tax revenue amount generated)

Total Mill Levy Summary

Last year’s mill levy for Tax Year 2019 (FY 2020) certified revenue of \$20,384,444. The differences between the mill levy for Tax Year 2019 (what the City milled last year) and \$20,502,570 (what the City will mill this year) include the following:

General

- \$119,488 for newly taxable property,
- \$0 for the inflationary adjustment,
- \$0 for the “Permissive Medical Levy”, and,
- \$301 from previous taxable value adjustments.

Voted General Obligation Debt

- \$(1,663) for the decrease in the revenue needed for the soccer park debt.

The total mill levy allowable under state law is 214.00. The actual mill levy total for FY 2021 is 208.79.

Fiscal Impact: The total mill levy for Tax Year 2020 (FY 2021) is 208.79 mills totaling \$20,502,570. The newly taxable value revenue of \$119,488 may result in a slight decrease of \$305,512 in undesignated fund balance for the General Fund in FY 2021 because it is less than the budgeted amount of \$425,000.

As proposed, there is no increase in property taxes for individual properties due to the inflationary factor or increase to the Permissive Medical Levy. During the budget process, the City Commission chose to not raise property taxes with the inflationary factor, which would have generated \$176,947 in additional revenue, or an increase to the Permissive Medical Levy, which would have generated an additional \$313,319 in tax revenue for the City.

Alternatives: State law requires that the City adopt a FY 2021 Budget which includes setting the annual mill levy amounts on or before the first Thursday after the first Tuesday in September or 30 days after receiving taxable valuation from the Montana Department of Revenue, whichever is later.

The City Commission could increase the amount of its levies to the limit allowable by State law – either utilize the inflationary adjustment or the increase to Permissive Medical Levy. The City Commission could also accept the tax levies as presented, allow any tax appeals/abatement requests to run their course, and after the first of the year reconsider any needed budget adjustments. This timeframe also provides the City Commission with ample time to review, consider, and prioritize any shortfalls from the slight decrease of the General Fund fund balance. Budget adjustments can then be made as necessary with review from city department heads and the public.

Concurrences: The FY 2021 Budget was adopted July 21, 2020. Setting the mill levy for Tax Year 2020 (FY 2021) is the last step in the adoption of the FY 2021 City of Great Falls Budget.

Attachments/Exhibits:

Tax Levy Resolution 10351

Tax Levy Resolution 10351 Appendix A

2020 Certified Taxable Valuations (from Montana Department of Revenue)

Taxable Valuation History

RESOLUTION NO. 10351
RESOLUTION TO FIX ANNUAL TAX LEVY
A RESOLUTION PROVIDING FOR THE ANNUAL TAX
LEVY IN MILLS FOR THE FISCAL YEAR BEGINNING
JULY 1, 2020 AND ENDING JUNE 30, 2021

WHEREAS, Montana Code Annotated (MCA), 7-1-114, states "(1) A local government with self-governing powers is subject to ...(g) except as provided in subsection (3), any law regulating the budget, finance, or borrowing procedures and powers of local governments...(3) (b) The provisions of 15-10-420 apply to self-governing local government units."

WHEREAS, The City of Great Falls, Montana adopted a self-governing charter in 1986. Article I, Section 3 of the Charter of the City of Great Falls, Montana states: "The total mill levy shall not exceed that allowed to general powers cities of the first class by Montana Law."

WHEREAS, Section 7-6-4036, MCA, requires the City Commission to fix the tax levy for each taxing jurisdiction by the later of the first Thursday after the first Tuesday in September or within 30 calendar days after receiving certified taxable values. Certified taxable values were received August 3, 2020.

WHEREAS, Section 15-10-420, MCA provides:

(1)(a) Subject to the provisions of this section, a governmental entity that is authorized to impose mills may impose a mill levy sufficient to generate the amount of property taxes actually assessed in the prior year plus one-half of the average rate of inflation for the prior 3 years. The maximum number of mills that a governmental entity may impose is established by calculating the number of mills required to generate the amount of property tax actually assessed in the governmental unit in the prior year based on the current year taxable value, less the current year's value of newly taxable property plus one-half the average rate of inflation for the prior 3 years.

(2) ... plus any additional levies authorized by the voters ...

(9) (a) The provisions of subsection (1) do not prevent or restrict...(vi) the portion that is the amount in excess of the base contribution of a governmental entity's property tax levy for contributions for group benefits excluded under 2-9-212 or 2-18-703.

WHEREAS, Section 15-10-201, MCA, requires the City Commission to fix its tax levy in mills and tenths and hundredths of mills.

WHEREAS, The Department of Revenue's certified taxable value for the City of Great Falls is \$101,651,616 which equates to \$101,652 per mill; when the incremental value of the tax increment finance districts is removed the value is \$98,197 per mill. This includes \$119,488 or \$691 per mill, of newly taxable property.

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

Section 1. - Determination of Mill Levy Limit

- Appendix A shows the determination of the total mill levy limit of 174.65 mills.
- An additional 37.63 “Permissive Medical Levy” is allowed under 15-10-420(9)(a)(vi) for increased health insurance premiums not included in the Appendix A calculation.
- An additional 1.72 mills is allowed under 15-10-420(2) for additional voter supported mills. On November 4, 2003, a \$2.5 million general obligation bond was approved by voters for construction of a soccer park. It has been determined that 1.72 mills for soccer park debt service payments is needed for Fiscal Year 2021.

Section 2. - Tax Levy Amounts

A 208.79 mill levy will generate:

- a. \$ 16,852,897 from the \$97,506 certified value per mill for Previously Taxable Property;
- b. \$ 119,488 from the \$691 certified value per mill for Newly Taxable Property;
- c. \$ 3,361,286 from the \$98,197 certified value per mill for increased Health Insurance premiums “Permissive Medical Levy”,
- d. \$ 168,899 from the \$98,197 certified value per mill for soccer park debt service payments, and,
- e. \$ 20,502,570 in total City tax for 2020 Tax Year from the \$98,197 total certified value per mill.

This does not reflect delinquent collections or tax increments withheld.

Section 3. - Tax Levy Required and Set

- a. 172.84 mill levy- The City Commission has determined a \$16,972,385 tax levy, requiring a 172.84 mill levy, is necessary to balance the General Fund Budget.
- b. 34.23 mill levy- The City Commission has determined a \$3,361,286 “Permissive Medical Levy”, requiring a 34.23 mill levy, is necessary for increased health premium costs to balance the General Fund Budget.
- c. 1.72 mill levy- The City Commission has determined a \$168,899 tax levy, requiring a 1.72 mill levy, is necessary for the soccer park debt service payment.
- d. Total 208.79 - The City Commission of the City of Great Falls, Montana, hereby fixes the tax levy for the fiscal year July 1, 2020 through June 30, 2021 at 208.79 mills.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana,
August 18, 2020.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney



Determination of Tax Revenue and Mill Levy Limitations

Section 15-10-420, MCA
Resolution 10351 Appendix A

FYE June 30, 2021

Entity Name: City of Great Falls

Agenda #13.

Reference Line		Enter amounts in yellow cells	Auto-Calculation (If completing manually enter amounts as instructed)
(1)	Enter Ad valorem tax revenue ACTUALLY assessed in the prior year <i>Year's form Line 17</i>	(from Prior \$ 16,852,131	\$ 16,852,131
(2)	Add: Current year inflation adjustment @ 1.05%		\$ 176,947
(3)	Subtract: Ad valorem tax revenue ACTUALLY assessed in the prior year for Class 1 and 2 property, (net and gross proceeds) (from Prior Year's form Line 20)- (enter as negative)	\$ -	\$ -
(4)	Adjusted ad valorem tax revenue		\$ 17,029,078
= (1) + (2) + (3)			
ENTERING TAXABLE VALUES			
(5)	Enter 'Total Taxable Value' - from Department of Revenue <i>Certified Taxable Valuation Information</i> form, line # 2	\$ 101,651,616	\$ 101,651,616
(6)	Subtract: 'Total Incremental Value' of all tax increment financing districts (TIF Districts) - from Department of Revenue <i>Certified Taxable Valuation Information</i> form, line # 6 (enter as negative)	\$ (3,454,526)	\$ (3,454,526)
(7)	Taxable value per mill (after adjustment for removal of TIF per mill incremental district value)		\$ 98,197,090
= (5) + (6)			
(8)	Subtract: 'Total Value of Newly Taxable Property' - from Department of Revenue <i>Certified Taxable Valuation Information</i> form, line # 3 (enter as negative)	\$ (691,320)	\$ (691,320)
(9)	Subtract: 'Taxable Value of Net and Gross Proceeds, (Class 1 & 2 properties)' - from Department of Revenue <i>Certified Taxable Valuation Information</i> form, line # 5 (enter as negative)	\$ -	\$ -
(10)	Adjusted Taxable value per mill		\$ 97,505,770
= (7) + (8) + (9)			
(11)	CURRENT YEAR calculated mill levy		174.65
= (4) / (10)			
(12)	CURRENT YEAR calculated ad valorem tax revenue		\$ 17,150,122
= (7) x (11)			
CURRENT YEAR AUTHORIZED LEVY/ASSESSMENT			
(13)	Enter total number of carry forward mills from prior year (from Prior Year's form Line 22)	0.00	0.00
(14)	Total current year authorized mill levy, including Prior Years' carry forward mills		174.65
= (11) + (13)			
(15)	Total current year authorized ad valorem tax revenue assessment		\$ 17,150,122
= (7) x (14)			
CURRENT YEAR ACTUALLY LEVIED/ASSESSED			
(16)	Enter number of mills actually levied in current year (Number should equal total <u>non-voted</u> mills, which includes the number of carry forward mills, actually imposed per the final approved current year budget document. <u>Do Not</u> include voted or permissive mills imposed in the current year.)	172.84	172.84
(17)	Total ad valorem tax revenue actually assessed in current year		\$ 16,972,385
= (7) x (16)			
RECAPITULATION OF ACTUAL:			
(18)	Ad valorem tax revenue actually assessed		\$ 16,852,897
'= (10) x (16)			
(19)	Ad valorem tax revenue actually assessed for newly taxable property		\$ 119,488
(20)	Ad valorem tax revenue actually assessed for Class 1 & 2 properties (net-gross proceeds)		\$ -
(21)	Total ad valorem tax revenue actually assessed in current year		\$ 16,972,385
= (18) + (19) + (20)			
(22)	Total carry forward mills that may be levied in a subsequent year (Number should be equal to or greater than zero. A (negative) number indicates an over levy.)		
= (14) - (16)			



2020 Certified Taxable Valuation Information
(15-10-202, MCA)
Cascade County
CITY OF GREAT FALLS

Certified values are now available online at property.mt.gov/cov

1. 2020 Total Market Value ¹	\$	6,000,300,771
2. 2020 Total Taxable Value ²	\$	101,651,616
3. 2020 Taxable Value of Newly Taxable Property.....	\$	691,320
4. 2020 Taxable Value less Incremental Taxable Value ³	\$	98,197,090
5. 2020 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-

6. TIF Districts

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
INT'L MALTING PLANT	838,575	347,618	490,957
WEST BANK RENEWAL	1,401,317	292,536	1,108,781
GF INT'L AIRPORT	238,351	107,149	131,202
GF DOWNTOWN URBAN	4,703,958	3,643,698	1,060,260
EAST INDUSTRIAL PARK	665,648	2,322	663,326

Total Incremental Value \$ 3,454,526

Preparer Katie Kakalecik

Date 7/30/2020

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2020 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Taxable Valuation History

Fiscal Year	Total Taxable Value	Tax Increment Districts						Net Taxable Value	New Property Value	% Increase (Decrease) Prior Year Newly Taxable Property
		Downtown	Pasta MT/ General Mills	International Malting Plant	West Bank Urban Renewal Plan	Great Falls Int'l Airport	East Industrial Park			
FY 2002	\$65,437,840	\$4,511,569	\$552,276	NA	NA	NA	NA	\$60,373,995	\$1,011,770	-47.8%
FY 2003	\$65,117,051	\$4,364,549	\$595,357	NA	NA	NA	NA	\$60,157,145	\$1,302,597	28.7%
FY 2004	\$65,328,553	\$4,102,725	\$700,009	NA	NA	NA	NA	\$60,525,819	\$1,041,336	-20.1%
FY 2005	\$66,377,650	\$3,343,580	NA	NA	NA	NA	NA	\$63,034,070	\$2,030,124	95.0%
FY 2006	\$68,609,562	\$3,402,127	NA	NA	NA	NA	NA	\$65,207,435	\$2,748,377	35.4%
FY 2007	\$70,990,415	\$3,832,568	NA	\$141,345	NA	NA	NA	\$67,016,502	\$2,873,541	4.6%
FY 2008	\$73,776,332	\$4,064,883	NA	\$225,476	NA	NA	NA	\$69,485,973	\$2,387,436	-16.9%
FY 2009	\$76,405,690	\$4,107,804	NA	\$294,210	\$30,733	NA	NA	\$71,972,943	\$2,138,961	-10.4%
FY 2010	\$76,862,700	NA	NA	\$309,168	\$205,857	NA	NA	\$76,347,675	\$6,947,574	224.8%
FY 2011	\$78,275,702	NA	NA	\$195,477	\$574,725	\$728	NA	\$77,504,772	\$2,931,771	-57.8%
FY 2012	\$78,709,035	NA	NA	\$176,312	\$553,480	\$6,659	NA	\$77,972,584	\$5,295,716	80.6%
FY 2013	\$77,852,991	NA	NA	\$157,225	\$557,385	\$6,333	NA	\$77,132,048	\$1,278,348	-75.9%
FY 2014	\$78,054,590	\$105	NA	\$155,000	\$560,136	\$11,171	NA	\$77,328,178	\$787,945	-38.4%
FY 2015	\$76,098,354	\$41,765	NA	\$386,390	\$575,135	\$11,275	\$31,452	\$75,052,337	\$312,611	-60.3%
FY 2016	\$88,577,771	\$444,316	NA	\$504,796	\$579,885	\$42,030	\$42,557	\$86,964,187	\$5,072,060	1522.5%
FY 2017	\$91,113,880	\$0	NA	\$512,371	\$537,828	\$43,717	\$41,662	\$89,978,302	\$5,238,618	3.3%
FY 2018	\$95,822,493	\$252,609	NA	\$383,849	\$654,253	\$47,867	\$319,573	\$94,164,342	\$2,643,701	-49.5%
FY 2019	\$99,201,290	\$289,538	NA	\$440,041	\$772,903	\$48,317	\$465,364	\$97,185,127	\$4,606,852	74.3%
FY 2020	\$104,780,322	\$1,054,084	NA	\$443,834	\$1,087,196	\$104,694	\$511,217	\$101,579,297	\$1,203,919	-73.9%
FY 2021	\$101,651,616	\$1,060,260	NA	\$490,957	\$1,108,781	\$131,202	\$663,326	\$98,197,090	\$691,320	-42.6%

All amounts as of time of certification

Note 1: Starting in 1999 mill levies were "floated" in order to achieve the statutorily limited tax revenues. Voters approved a 2 mill increase for the Library in November, 2000.



Commission Meeting Date: August 18, 2020
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Ordinance 3221, An Ordinance amending Title 17 of the Official Code of the City of Great Falls (OCCGF): Chapter 20 Land Use, Exhibit 20-1 Principal Uses by District, and Section 17.20.6.080 regarding the distance requirements between establishments seeking liquor licenses and worship facilities governed by Montana Statute; as well as consideration of Alternative Ordinance 3221, which would remove the current distance requirements between casinos and worship facilities.

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

Initiated By: Planning & Community Development/Legal Departments

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

Action Requested: City Commission accept Ordinance 3221 and Alternative Ordinance 3221 on first reading and set a public hearing for September 15, 2020.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (accept/not accept) Ordinance 3221 and Alternative Ordinance 3221 on first reading and (set/not set) a public hearing for September 15, 2020."

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

Planning Advisory Board Recommendation: At the conclusion of a public hearing held on July 28, 2020, the Planning Advisory Board recommended that the City Commission adopt Ordinance 3221 and additionally revise Title 17 of the OCCGF to amend the distance requirements between casinos and worship facilities.

Background: Title 17 to the Official Code of the City of Great Falls (OCCGF) is the City's comprehensive, inclusive compilation of code provisions relating to development. This land development code has been modified a number of times due to changes in state and federal law and to reflect changing conditions and community priorities.

After the City received a Conditional Use Permit to for a worship facility to be allowed in the C-4 Central Business Core zoning district, members of the downtown community voiced concern. These concerns were focused on the fact that if the Conditional Use Permit were approved, the limitations in the Mont. Code Ann. §16-3-306 would adversely affect the future establishment of businesses seeking

new liquor licenses within 600 feet of the church. The issuance of such licenses is prohibited by State law, and the City's zoning code currently references compliance with this provision.

Staff conducted research into the provisions established in the statute, as well as how other communities in Montana have addressed this issue. Based on this information, Staff is proposing that Ordinance 3221 be adopted to supplant Mont. Code Ann. §16-3-306.

Ordinance 3221: Within the past few years, the City has received requests for worship facilities to be located in commercial zoning districts instead of residential districts. As a result, a zoning text amendment was approved by the City Commission to allow worship facilities to be permitted in the C-2 General Commercial zoning district. Until the recent request from a worship facility to be allowed in the C-4 Central Business Core zoning district under a Conditional Use Permit, the state distance requirements regarding the issuance of a liquor license had not been raised as an issue. These requirements are as follows:

Pursuant to Mont. Code Ann. §16-3-306, provides:

- (1) Except as provided in subsections (2) through (4), a retail license may not be issued pursuant to this code to any business or enterprise whose premises are within 600 feet of and on the same street as a building used exclusively as a church, synagogue, or other place of worship or as a school other than a commercially operated or postsecondary school. This distance must be measured in a straight line from the center of the nearest entrance of the place of worship or school to the nearest entrance of the licensee's premises. This section is a limitation upon the department's licensing authority.
- (2) However, the department may renew a license for any establishment located in violation of this section if the licensee does not relocate an entrance any closer than the existing entrances and if the establishment:
 - (a) was located on the site before the place of worship or school opened; or
 - (b) was located in a bona fide hotel, restaurant, or fraternal organization building at the site since January 1, 1937.
- (3) Subsection (1) does not apply to licenses for the sale of beer, table wine, or both in the original package for off-premises consumption.
- (4) Subsection (1) does not apply within the applicable jurisdiction of a local government that has supplanted the provisions of subsection (1) as provided in 16-3-309.

Mont. Code Ann. §16-3-309(4) permits an incorporated city to enact an ordinance that would supplant or supersede the location prohibition in §16-3-306(1). If approved, Ordinance 3221 would eliminate the distance requirement regarding all liquor license types in regard to worship facilities, but only in certain zoning districts; location restrictions as to schools will not be affected. This would be accomplished by amending Exhibit 20-1 Principal Uses by District, amending the special standards for taverns and incorporating the revised special standards to also apply to restaurants and micro-breweries. The full code amendment is included as Exhibit "A" of Ordinance 3221.

Staff recommends that these amendments be adopted to allow the two uses to coexist in proximity to each other. This will help the continued revitalization and development of the downtown.

Alternative Ordinance 3221: During the public hearing at the Planning Advisory Board meeting held on July 28, 2020, the question was brought up from a community member about also addressing the distance requirement in association with a worship facility and a casino. This comment was presented because all gaming licenses are associated with a liquor license. Accessory gaming, which can contain up to 400 square feet of building space to be used for gaming machines, is a land use that is already permitted in certain zoning districts without distance requirements. Simply, accessory gaming would be permitted under Ordinance 3221, if approved. Historically, pursuant to Title 17 of the OCCGF Chapter 20 Land Use, distance requirements between worship facilities, and other areas, and Type I and Type II Casinos were deliberately added into the zoning code during the community's 2005 code update process in response to the number of new casinos in the community.

At the conclusion of the hearing held on July 28, 2020 the Planning Advisory Board voted to have staff research and prepare a change to the code to address the distance requirements in association with casinos and worship facilities. In response, staff has prepared Alternative Ordinance 3221 which eliminates the current 600 foot spacing requirement between both Type I and Type II Casinos and worship facilities; however the distance requirements for other uses, such as residential, park, playground, education facilities and other casinos remain. This amendment is outlined in Alternative Ordinance 3221, Exhibit A.

As the Commission considers both Ordinance 3221 and Alternative Ordinance 3221, staff notes that the issue of the distance requirements between casinos and worship facilities was discussed at the staff level prior to the Planning Board meeting on July 28. At the time, staff chose not to bring forward a larger amendment because: 1) it was not directly related to conflict staff was trying to resolve, and 2) the requirements restricting casino location were adopted with significant community support in 2005.

Alternatives: The City Commission could deny acceptance of Ordinance 3221 and Alternative Ordinance 3221 on first reading and not set the public hearing.

Concurrences: The Legal Department has worked with the Planning and Community Development Department to produce Ordinance 3221 as well as the Alternative Ordinance.

Attachments/Exhibits:

- Ordinance 3221
- Ordinance 3221 Exhibit A
- Alternative Ordinance 3221
- Alternative Ordinance 3221 Exhibit A

ORDINANCE 3221

AN ORDINANCE AMENDING TITLE 17 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF): CHAPTER 20 LAND USE, EXHIBIT 20-1 PRINCIPAL USES BY DISTRICT AND SECTION 17.20.6.080 REGARDING THE DISTANCE REQUIREMENTS FOR LIQUOR LICENSES IN ASSOCIATION TO WORSHIP FACILITIES GOVERNED BY MONTANA STATUTE.

* * * * *

WHEREAS, Mont. Code Ann. § 16-3-306 prohibits a liquor license to be issued to any establishment whose premises are within six-hundred (600) feet of a church, synagogue, or other place of worship; and

WHEREAS, Mont. Code Ann. § 16-3-309 gives an incorporated city the authority to supplant Mont. Code Ann. § 16-3-306 by establishing an ordinance defining certain areas in its incorporated limits where alcoholic beverages may or may not be sold; and

WHEREAS, members of the Great Falls community have expressed concern of worship facilities locating in the Commercial zoning districts which would prohibit the issuance of new liquor licenses: and

WHEREAS, the City Commission has recognized the ability to supplant state statute to alleviate the concern of the community and allow these uses to coexist; and

WHEREAS, the City Commission now wishes to take such action to allow these uses to coexist; and

WHEREAS, at its regularly scheduled July 28, 2020, meeting, the Great Falls Planning Advisory Board voted to recommend that the City Commission adopt Ordinance 3221.

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

Section 1. The City Commission supplants the provisions of Mont. Code Ann. § 16-3-306(1) in OCCGF Title 17, Chapter 20, specifically OCCGF Sections 17.20.3.060 at Exhibit 20-1 and 17.20.6.080, removing the distance requirements

relating to the issuance of a liquor license in proximity to a church, synagogue, or other place of worship, as depicted in Exhibit "A". The statutory requirements that are not addressed herein remain in effect and are not supplanted.

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

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading August 18, 2020.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading and public hearing September 15, 2020.

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 3221 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 20 LAND USE

17.20.3.060 Certain land uses shown as permitted may be a conditional use.

A permitted land use (as shown in Exhibit 20-1, 20-2, 20-3) that emits air contaminants or potentially offensive odors outside of the building, or that handles radioactive materials, hazardous substances, hazardous waste, or regulated substances shall be considered a conditional use in every circumstance.

Exhibit 20-1. Principal Uses by District

Use	R-1	R-2	R-3	R-5	R-6	R-9	R-10	C-1	C-2	C-3	C-4	C-5	M-1	M-2	PLI	POS	GFIA	I-1	I-2	Special Standards
Agricultural Uses																				
Agriculture, horticulture, nursery	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	17.20.6.005
Residential Uses																				
Mobile home/park	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-	-	17.20.6.010
Residence, single-family detached	P	P	P	P	P	P	-	P	-	-	-	P	P	P	-	-	-	-	-	
Residence, zero lot line	-	-	P	P	P	P	-	-	-	-	-	P	P	P	-	-	-	-	-	17.20.6.020
Residence, two-family	-	C	C	P	P	C	-	P	-	-	-	P	P	P	-	-	-	-	-	
Residence, multi-family	-	-	-	P	P	C	-	P	-	-	P	P	P	P	-	-	-	-	-	17.20.6.040
Residence, townhouse	-	C	C	P	P	C	-	-	-	-	-	P	P	P	-	-	-	-	-	17.20.6.050
Residence, manufactured/factory-built	P	P	P	P	P	P	-	P	-	-	-	P	P	P	-	-	-	-	-	17.20.6.060
Retirement home	-	C	C	P	P	C	-	P	-	-	P	P	P	P	-	-	-	-	-	
Special Care Facilities																				
Community residential facility, type I	P	P	P	P	P	P	-	-	-	-	-	P	P	P	-	-	-	-	-	

Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 20 LAND USE

Community residential facility, type II	C	C	C	P	P	P	-	-	-	-	-	C	C	-	-	-	-	-	-		
Day care center	C	C	C	C	C	C	-	P	P	-	P	P	P	P	-	-	-	-	-	-	
Emergency shelter	-	-	-	-	-	-	-	C	C	C	C	C	C	C	-	-	-	-	-	-	
Family day care home	P	P	P	P	P	P	-	P	-	-	C	P	P	P	-	-	-	-	-	-	
Group day care home	P	P	P	P	P	P	-	P	-	-	C	P	P	P	-	-	-	-	-	-	
Nursing home	-	-	C	C	C	C	-	P	C	-	P	P	P	P	P	-	-	-	-	-	
Overnight Accommodations																					
Campground	-	-	-	-	-	-	-	-	C	P	-	-	-	-	-	-	P	-	-	17.20.6.070	
Hotel/motel	-	-	-	-	-	-	-	P	P	P	P	C	P	P	-	-	P	-	-		
Food and Beverage Sales																					
Micro-brewery	-	-	-	-	-	-	-	-	P	-	P	C	C	C	-	-	P	P	-	17.20.6.080	
Restaurant	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	-	P	P	P	17.20.6.080	
Tavern	-	-	-	-	-	-	-	P	P	P	P	C	C	C	-	-	P	P	P	17.20.6.080	
General Sales																					
Agriculture sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P		
Auction sales	-	-	-	-	-	-	-	-	C	-	-	-	-	-	-	-	P	P	P		
Construction materials sales	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	P	P	P		
Convenience sales	C	-	-	-	-	-	-	P	P	P	P	C	-	-	-	-	P	P	P		
General sales	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	-	P	P	P		
Manufactured housing sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P		

Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 20 LAND USE

Off-site liquor sales	-	-	-	-	-	-	-	P	P	P	P	C	C	C	-	-	P	P	P	
Secondhand sales	-	-	-	-	-	-	-	P	P	-	P	P	-	-	-	-	P	P	P	
Shopping center	-	-	-	-	-	-	-	C	P	-	-	-	-	-	-	-	P	P	P	
General Services																				
Administrative services	-	-	-	-	-	-	-	P	P	P	P	P	P	P	C	-	P	-	-	
Commercial kennel	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	P	P	-	17.20.6.090
Financial services	-	-	-	-	-	-	-	P	P	-	P	P	P	P	-	-	P	-	-	
Funeral home	-	-	-	-	-	-	-	P	P	-	P	C	P	P	-	-	-	-	-	
General services	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	-	P	P	P	
Professional services	-	-	-	-	C	C	-	P	P	-	P	P	P	P	-	-	P	-	-	
Sexually-oriented business	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	17.20.6.100
Veterinary clinic, large animal	-	-	-	-	-	-	-	-	C	-	-	-	-	-	-	-	P	P	P	
Veterinary clinic, small animal	-	-	-	-	-	-	-	C	P	-	-	-	P	P	-	-	P	P	P	17.20.6.110
Rental and General Repair																				
Large equipment rental	-	-	-	-	-	-	-	-	C	C	-	-	-	-	-	-	P	P	P	
Small equipment rental	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-	-	P	P	P	
General repair	-	-	-	-	-	-	-	P	P	-	P	P	-	-	-	-	P	P	P	
Vehicle Trade and Service																				
Vehicle fuel sales	-	-	-	-	-	-	-	C	P	P	P	P	-	-	-	-	P	P	-	
Vehicle repair	-	-	-	-	-	-	-	-	P	P	C	P	-	-	-	-	P	P	-	17.20.6.120
Vehicle sales and rental	-	-	-	-	-	-	-	-	P	P	P	P	-	-	-	-	P	P	-	

Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 20 LAND USE

Vehicle services	-	-	-	-	-	-	-	C	P	P	P	P	C	P	-	-	P	P	-
General Storage																			
Agricultural commodity storage facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P
Climate controlled indoor storage	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P
Fuel tank farm	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	P
Mini-storage facility	-	-	-	-	-	-	-	-	-	C	-	-	-	C	-	-	P	P	P
Freight terminal	-	-	-	-	-	-	-	-	-	C	-	-	-	-	-	-	P	P	P
Warehouse	-	-	-	-	-	-	-	-	-	C	-	-	-	C	-	-	P	P	P
Indoor Recreation/Sports/Entertainment																			
Casino, type I	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-	-	P	P	P
Casino, type II	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	P	P
Indoor entertainment	-	-	-	-	-	-	-	-	P	-	P	C	C	C	C	-	P	-	-
Indoor sports and recreation	-	-	-	-	-	-	-	-	P	-	P	C	C	C	C	C	P	P	-
Outdoor Recreation/Sports/Entertainment																			
Golf course/driving range	C	C	C	C	C	-	-	-	-	-	-	-	-	-	-	P	P	-	-
Miniature golf	-	-	-	-	-	-	-	-	P	C	-	-	-	C	-	-	P	C	-
Outdoor entertainment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	P	C	-
Park	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Recreational trail	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Community Services/Uses																			

Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 20 LAND USE

Administrative governmental center	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	C	P	-	-	
Animal shelter	-	-	-	-	-	-	-	-	C	C	-	-	C	C	C	-	P	P	-	17.20.6.160
Cemetery	C	C	C	C	C	C	C	-	-	-	-	-	-	P	P	P	-	-	17.20.6.170	
Civic use facility	C	C	C	C	C	C	C	-	P	-	P	P	P	P	C	-	-	-		
Community center	C	C	C	C	C	C	C	C	P	-	P	P	P	P	C	-	-	-		
Community cultural facility	C	C	C	C	C	C	C	P	P	-	P	P	P	P	C	-	-	-		
Community garden	P	P	P	P	P	P	P	C	C	C	C	P	P	P	P	P	P	C	17.20.6.175	
Public safety facility	C	C	C	C	C	C	C	C	P	C	P	P	P	P	-	P	P	-		
Worship facility	C	C	C	C	C	C	C	P	P	-	C	P	P	P	-	-	P	-	17.20.6.180	
Health Care																				
Health care clinic	-	-	-	-	-	-	-	P	P	-	P	P	P	P	P	-	-	-		
Health care facility	-	-	-	-	-	-	-	-	P	-	P	P	C	C	P	-	-	-		
Health care sales and services	-	-	-	-	-	-	-	P	P	-	P	P	P	P	P	-	-	-		
Education																				
Commercial education facility	-	-	-	-	-	-	-	P	P	-	P	P	P	P	-	-	P	P	-	
Educational facility (K—12)	C	C	C	C	C	C	C	C	-	-	-	C	C	C	P	-	-	-	17.20.6.200	
Educational facility (higher education)	-	-	-	-	-	-	-	C	C	-	-	C	C	C	P	-	P	-		
Instructional facility	-	-	-	-	-	-	-	P	P	-	P	P	P	P	-	-	P	P	-	
Solid Waste, Recycling and Composting																				
Composting facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	C	P	17.20.6.210

Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 20 LAND USE

Recycling center	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	C	P	17.20.6.220	
Solid waste transfer station	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	C	P	17.20.6.230	
Telecommunications																				
Amateur radio station	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	17.20.6.240	
Telecommunication facility																			17.20.6.250	
Concealed facility	C	C	C	C	C	C	C	P	P	P	P	C	P	P	P	C	P	P	P	
Unconcealed facility	-	-	-	-	-	-	-	C	C	C	C	C	C	C	C	C	P	P	P	
Co-located facility	-	-	-	-	-	-	-	P	P	P	P	C	C	C	C	C	P	P	P	
Utilities																				
Utility installation	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	P	
Transportation																				
Airport	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-		
Bus transit terminal	-	-	-	-	-	-	-	-	P	P	P	-	C	C	C	-	P	P	-	
Heli-pad	-	-	-	-	-	-	-	-	C	C	C	C	C	C	C	C	P	P	P	17.20.6.260
Parking lot, principal use	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	P	P	P	P	
Parking structure	-	-	-	-	-	-	-	-	P	-	P	P	P	P	P	-	P	P	P	
Railroad yard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P		
Taxi cab dispatch terminal	-	-	-	-	-	-	-	-	P	P	P	-	P	P	-	-	P	P	-	
Contractor Yards																				
Contractor yard, type I	C	-	-	-	-	-	-	-	C	-	-	-	P	P	-	-	P	P	-	17.20.6.270
Contractor yard, type II	-	-	-	-	-	-	-	-	-	-	-	-	C	C	-	-	P	P	P	17.20.6.280

Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 20 LAND USE

Industrial/Manufacturing																				
Artisan shop	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	-	P	P	-	
Industrial, heavy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	P	
Industrial, light	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	
Industrial park	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	
Junkyard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	C	P	17.20.6.290
Light manufacturing and assembly	-	-	-	-	-	-	-	-	P	P	P	P	P	P	-	-	P	P	P	17.20.6.300
Motor vehicle graveyard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	17.20.6.310
Motor vehicle wrecking facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	17.20.6.320

- The use is not permitted in the district

C The use is allowed through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 6 of this chapter, as appropriate

...

17.20.6.080 ~~Tavern.~~ Micro-brewery, Restaurant, and Tavern.

A. **As authorized by Mont. Code Ann. §16-3-306(4) and §16-3-309(1), with respect to any type or class of liquor license, the City supplants the provisions of Mont. Code Ann. §16-3-306(1), and eliminates the requirement of a 600 foot distance between a licensed establishment and a church, synagogue, or other place of worship (identified above in Exhibit 20-1 as Worship Facility). The elimination of this distance requirement is only applicable if the licensed establishment or Worship Facility is or will be located within a zoning district where both uses are permitted or conditionally permitted. The statutory requirements remaining are not supplanted. Taverns shall comply with the locational standards as may be adopted by the State.**

B. Taverns located in C-1 Districts may not have indoor or outdoor entertainment.

**(ALTERNATE)
ORDINANCE 3221**

AN ORDINANCE AMENDING TITLE 17 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF): CHAPTER 20 LAND USE, EXHIBIT 20-1 PRINCIPAL USES BY DISTRICT AND SECTION 17.20.6.080 REGARDING THE DISTANCE REQUIREMENTS FOR LIQUOR LICENSES IN ASSOCIATION TO WORSHIP FACILITIES GOVERNED BY MONTANA STATUTE AND 17.20.6.140 AND 17.20.6.150 REGARDING THE DISTANCE REQUIREMENTS FOR CASINOS IN ASSOCIATION TO WORSHIP FACILITIES.

* * * * *

WHEREAS, Mont. Code Ann. § 16-3-306 prohibits a liquor license to be issued to any establishment whose premises are within six-hundred (600) feet of a church, synagogue, or other place of worship; and

WHEREAS, Mont. Code Ann. § 16-3-309 gives an incorporated city the authority to supplant Mont. Code Ann. § 16-3-306 by establishing an ordinance defining certain areas in its incorporated limits where alcoholic beverages may or may not be sold; and

WHEREAS, OCCGF. § 17.20.6.140 and § 17.20.6.150 prohibits a casino to be established within six-hundred (600) feet of a worship facility; and

WHEREAS, members of the Great Falls community have expressed concern of worship facilities locating in the Commercial zoning districts which would prohibit the issuance of new liquor licenses as well as the establishment of a casino: and

WHEREAS, the City Commission has recognized the ability to supplant state statute and approve code revisions to alleviate the concern of the community and allow these uses to coexist and; and

WHEREAS, the City Commission now wishes to take such action to allow these uses to coexist; and

WHEREAS, at its regularly scheduled July 28, 2020, meeting, the Great Falls Planning Advisory Board voted to recommend that the City Commission adopt Ordinance

3221 and also recommend the removal of the casino distance requirement to a worship facility.

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

Section 1. The City Commission supplants the provisions of Mont. Code Ann. § 16-3-306 as follows in OCCGF Title 17, Chapter 20 Section 17.20.6.080 specific to the distance requirements of the issuance of a liquor license with a church, synagogue, or other place of worship, depicted in Exhibit “A-1”. The statutory requirements not addressed in this OCCGF amendment are not supplanted.

Section 2. The City Commission revises OCCGF Title 17, Chapter 20 Section 17.20.6.140 and Section 17.20.6.150 to remove the distance requirement for a casino in regard to a worship facility.

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

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading August 18, 2020.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading and public hearing September 15, 2020.

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 3221 Alternate on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

Alternate Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 20 LAND USE

17.20.3.060 Certain land uses shown as permitted may be a conditional use.

A permitted land use (as shown in Exhibit 20-1, 20-2, 20-3) that emits air contaminants or potentially offensive odors outside of the building, or that handles radioactive materials, hazardous substances, hazardous waste, or regulated substances shall be considered a conditional use in every circumstance.

Exhibit 20-1. Principal Uses by District

Use	R-1	R-2	R-3	R-5	R-6	R-9	R-10	C-1	C-2	C-3	C-4	C-5	M-1	M-2	PLI	POS	GFIA	I-1	I-2	Special Standards
Agricultural Uses																				
Agriculture, horticulture, nursery	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	17.20.6.005
Residential Uses																				
Mobile home/park	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-	-	17.20.6.010
Residence, single-family detached	P	P	P	P	P	P	-	P	-	-	-	P	P	P	-	-	-	-	-	
Residence, zero lot line	-	-	P	P	P	P	-	-	-	-	-	P	P	P	-	-	-	-	-	17.20.6.020
Residence, two-family	-	C	C	P	P	C	-	P	-	-	-	P	P	P	-	-	-	-	-	
Residence, multi-family	-	-	-	P	P	C	-	P	-	-	P	P	P	P	-	-	-	-	-	17.20.6.040
Residence, townhouse	-	C	C	P	P	C	-	-	-	-	-	P	P	P	-	-	-	-	-	17.20.6.050
Residence, manufactured/factory-built	P	P	P	P	P	P	-	P	-	-	-	P	P	P	-	-	-	-	-	17.20.6.060
Retirement home	-	C	C	P	P	C	-	P	-	-	P	P	P	P	-	-	-	-	-	
Special Care Facilities																				
Community residential facility, type I	P	P	P	P	P	P	-	-	-	-	-	P	P	P	-	-	-	-	-	

Alternate Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 20 LAND USE

Community residential facility, type II	C	C	C	P	P	P	-	-	-	-	-	-	C	C	-	-	-	-	-	-
Day care center	C	C	C	C	C	C	-	P	P	-	P	P	P	P	P	-	-	-	-	-
Emergency shelter	-	-	-	-	-	-	-	C	C	C	C	C	C	C	C	-	-	-	-	-
Family day care home	P	P	P	P	P	P	-	P	-	-	C	P	P	P	-	-	-	-	-	-
Group day care home	P	P	P	P	P	P	-	P	-	-	C	P	P	P	-	-	-	-	-	-
Nursing home	-	-	C	C	C	C	-	P	C	-	P	P	P	P	P	-	-	-	-	-
Overnight Accommodations																				
Campground	-	-	-	-	-	-	-	-	C	P	-	-	-	-	-	-	P	-	-	17.20.6.070
Hotel/motel	-	-	-	-	-	-	-	P	P	P	P	C	P	P	-	-	P	-	-	
Food and Beverage Sales																				
Micro-brewery	-	-	-	-	-	-	-	-	P	-	P	C	C	C	-	-	P	P	-	17.20.6.080
Restaurant	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	-	P	P	P	17.20.6.080
Tavern	-	-	-	-	-	-	-	P	P	P	P	C	C	C	-	-	P	P	P	17.20.6.080
General Sales																				
Agriculture sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	
Auction sales	-	-	-	-	-	-	-	-	C	-	-	-	-	-	-	-	P	P	P	
Construction materials sales	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	P	P	P	
Convenience sales	C	-	-	-	-	-	-	P	P	P	P	C	-	-	-	-	P	P	P	
General sales	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	-	P	P	P	
Manufactured housing sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	

Alternate Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 20 LAND USE

Off-site liquor sales	-	-	-	-	-	-	-	P	P	P	P	C	C	C	-	-	P	P	P	
Secondhand sales	-	-	-	-	-	-	-	P	P	-	P	P	-	-	-	-	P	P	P	
Shopping center	-	-	-	-	-	-	-	C	P	-	-	-	-	-	-	-	P	P	P	
General Services																				
Administrative services	-	-	-	-	-	-	-	P	P	P	P	P	P	P	C	-	P	-	-	
Commercial kennel	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	P	P	-	17.20.6.090
Financial services	-	-	-	-	-	-	-	P	P	-	P	P	P	P	-	-	P	-	-	
Funeral home	-	-	-	-	-	-	-	P	P	-	P	C	P	P	-	-	-	-	-	
General services	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	-	P	P	P	
Professional services	-	-	-	-	C	C	-	P	P	-	P	P	P	P	-	-	P	-	-	
Sexually-oriented business	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	17.20.6.100
Veterinary clinic, large animal	-	-	-	-	-	-	-	-	C	-	-	-	-	-	-	-	P	P	P	
Veterinary clinic, small animal	-	-	-	-	-	-	-	C	P	-	-	-	P	P	-	-	P	P	P	17.20.6.110
Rental and General Repair																				
Large equipment rental	-	-	-	-	-	-	-	-	C	C	-	-	-	-	-	-	P	P	P	
Small equipment rental	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-	-	P	P	P	
General repair	-	-	-	-	-	-	-	P	P	-	P	P	-	-	-	-	P	P	P	
Vehicle Trade and Service																				
Vehicle fuel sales	-	-	-	-	-	-	-	C	P	P	P	P	-	-	-	-	P	P	-	
Vehicle repair	-	-	-	-	-	-	-	-	P	P	C	P	-	-	-	-	P	P	-	17.20.6.120
Vehicle sales and rental	-	-	-	-	-	-	-	-	P	P	P	P	-	-	-	-	P	P	-	

Alternate Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 20 LAND USE

Vehicle services	-	-	-	-	-	-	-	C	P	P	P	P	C	P	-	-	P	P	-
General Storage																			
Agricultural commodity storage facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P
Climate controlled indoor storage	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P
Fuel tank farm	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	P
Mini-storage facility	-	-	-	-	-	-	-	-	-	C	-	-	-	C	-	-	P	P	P
Freight terminal	-	-	-	-	-	-	-	-	-	C	-	-	-	-	-	-	P	P	P
Warehouse	-	-	-	-	-	-	-	-	-	C	-	-	-	C	-	-	P	P	P
Indoor Recreation/Sports/Entertainment																			
Casino, type I	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-	-	P	P	P
Casino, type II	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	P	P
Indoor entertainment	-	-	-	-	-	-	-	-	P	-	P	C	C	C	C	-	P	-	-
Indoor sports and recreation	-	-	-	-	-	-	-	-	P	-	P	C	C	C	C	C	P	P	-
Outdoor Recreation/Sports/Entertainment																			
Golf course/driving range	C	C	C	C	C	-	-	-	-	-	-	-	-	-	-	P	P	-	-
Miniature golf	-	-	-	-	-	-	-	-	P	C	-	-	-	C	-	-	P	C	-
Outdoor entertainment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	P	C	-
Park	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Recreational trail	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Community Services/Uses																			

Alternate Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 20 LAND USE

Administrative governmental center	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	C	P	-	-	
Animal shelter	-	-	-	-	-	-	-	-	C	C	-	-	C	C	C	-	P	P	-	17.20.6.160
Cemetery	C	C	C	C	C	C	C	-	-	-	-	-	-	P	P	P	-	-	17.20.6.170	
Civic use facility	C	C	C	C	C	C	C	-	P	-	P	P	P	P	C	-	-	-		
Community center	C	C	C	C	C	C	C	C	P	-	P	P	P	P	C	-	-	-		
Community cultural facility	C	C	C	C	C	C	C	P	P	-	P	P	P	P	C	-	-	-		
Community garden	P	P	P	P	P	P	P	C	C	C	C	P	P	P	P	P	P	C	17.20.6.175	
Public safety facility	C	C	C	C	C	C	C	C	P	C	P	P	P	P	-	P	P	-		
Worship facility	C	C	C	C	C	C	C	P	P	-	C	P	P	P	-	-	P	-	17.20.6.180	
Health Care																				
Health care clinic	-	-	-	-	-	-	-	P	P	-	P	P	P	P	P	-	-	-		
Health care facility	-	-	-	-	-	-	-	-	P	-	P	P	C	C	P	-	-	-		
Health care sales and services	-	-	-	-	-	-	-	P	P	-	P	P	P	P	P	-	-	-		
Education																				
Commercial education facility	-	-	-	-	-	-	-	P	P	-	P	P	P	P	-	-	P	P	-	
Educational facility (K—12)	C	C	C	C	C	C	C	C	-	-	-	C	C	C	P	-	-	-	17.20.6.200	
Educational facility (higher education)	-	-	-	-	-	-	-	C	C	-	-	C	C	C	P	-	P	-		
Instructional facility	-	-	-	-	-	-	-	P	P	-	P	P	P	P	-	-	P	P	-	
Solid Waste, Recycling and Composting																				
Composting facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	C	P	17.20.6.210

Alternate Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 20 LAND USE

Recycling center	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	C	P	17.20.6.220	
Solid waste transfer station	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	C	P	17.20.6.230	
Telecommunications																				
Amateur radio station	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	17.20.6.240	
Telecommunication facility																			17.20.6.250	
Concealed facility	C	C	C	C	C	C	C	P	P	P	P	C	P	P	P	C	P	P	P	
Unconcealed facility	-	-	-	-	-	-	-	C	C	C	C	C	C	C	C	C	P	P	P	
Co-located facility	-	-	-	-	-	-	-	P	P	P	P	C	C	C	C	C	P	P	P	
Utilities																				
Utility installation	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	P	
Transportation																				
Airport	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-		
Bus transit terminal	-	-	-	-	-	-	-	-	P	P	P	-	C	C	C	-	P	P	-	
Heli-pad	-	-	-	-	-	-	-	-	C	C	C	C	C	C	C	C	P	P	P	17.20.6.260
Parking lot, principal use	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	P	P	P	P	
Parking structure	-	-	-	-	-	-	-	-	P	-	P	P	P	P	P	-	P	P	P	
Railroad yard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P		
Taxi cab dispatch terminal	-	-	-	-	-	-	-	-	P	P	P	-	P	P	-	-	P	P	-	
Contractor Yards																				
Contractor yard, type I	C	-	-	-	-	-	-	-	C	-	-	-	P	P	-	-	P	P	-	17.20.6.270
Contractor yard, type II	-	-	-	-	-	-	-	-	-	-	-	-	C	C	-	-	P	P	P	17.20.6.280

Alternate Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 20 LAND USE

Industrial/Manufacturing																			
Artisan shop	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	-	P	P	-
Industrial, heavy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	P
Industrial, light	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P
Industrial park	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P
Junkyard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	C	P
Light manufacturing and assembly	-	-	-	-	-	-	-	-	P	P	P	P	P	P	-	-	P	P	P
Motor vehicle graveyard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P
Motor vehicle wrecking facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P

- The use is not permitted in the district

C The use is allowed through the conditional use process

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B. Taverns located in C-1 Districts may not have indoor or outdoor entertainment.

Alternate Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 20 LAND USE

...

17.20.6.140 Casino, type I.

A. **Purpose.** This section is intended to allow the location of new casinos or the relocation of existing casinos in certain zoning districts provided they meet more stringent development and appearance standards than type II casinos.

(Ord. 2950, 2007)

B. **Classification.** A casino shall be identified by definition in Chapter 8 of this Title.

C. **Proximity to residentially zoned properties.** There is no minimum distance requirement from residential uses or between casinos.

D. **Proximity to other specified uses.**

1. Casinos shall not locate within six hundred (600) feet of an education facility (K through post-secondary), ~~worship facility~~, park or playground. The distance shall be measured by direct line, without regard to intervening structures or streets, between closest property boundaries; and,
2. Casinos shall not locate on premises operating a sexually oriented business.

~~E. **Design Review Board approval.** The Design Review Board shall review and approve the exterior building design and finishes; and landscaping, signage, lighting and parking plan for any new or relocated casino, or an expansion or exterior renovation of an existing casino.~~

(Ord. 2950, 2007)

F. **Special landscaping.** Casinos must comply with all applicable landscaping requirements in Chapter 44 Landscaping. Additional or special landscaping requirements for type I casinos include the following:

1. Minimum square footage of interior landscaping, inclusive of landscaping in vehicular use areas and foundation planting areas, shall be twenty (20) percent of the gross property area to be developed.
2. Fifty (50) percent of said landscaping shall be located between the front lot line and the building.

G. Signage must meet zoning district requirements for the premises.

(Ord. 3139, 2016)

17.20.6.150 Casino, type II.

A. **Purpose.** This section is intended to prohibit casino gambling in certain zoning districts in the City of Great Falls to promote public health, safety and welfare by preserving aesthetic appearances within the City and by reducing the public exposure to casino gambling, thereby promoting moral, social and cultural values within the City.

B. **Classification.** A casino shall be identified by definition in Chapter 8 of this Title.

Alternate Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 20 LAND USE

- C. **Proximity to residentially zoned properties.** Casinos shall not be located within three hundred fifty (350) feet of any residentially zoned property. The distance shall be measured by direct line, without regard to intervening structures or streets, between closest property boundaries.
- D. **Proximity to other specified uses.**
1. Casinos shall not locate within six hundred (600) feet of an education facility (K through post-secondary), ~~worship facility~~, park or playground. The distance shall be measured by direct line, without regard to intervening structures or streets, between closest property boundaries; and,
 2. Casinos shall not locate within three hundred fifty (350) feet of any other casino. The distance shall be measured by direct line, without regard to intervening structures or streets, between closest property boundaries; and,
 3. Casinos shall not locate on premises operating a sexually oriented business.
- E. ~~**Design Review Board Approval.** The Design Review Board shall review and approve the exterior building design and finishes; and landscaping, signage, lighting and parking plan for any new or relocated casino, or an expansion or exterior renovation of an existing casino.~~

(Ord. 2950, 2007)