



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
March 07, 2023
7:00 PM**

The agenda packet material is available on the City's website: <https://greatfallsmt.net/meetings>. The Public may view and listen to the meeting on government access channel City-190, cable channel 190; or online at <https://greatfallsmt.net/livestream>.

Public participation is welcome in the following ways:

- Attend in person.
- Provide public comments in writing by 12:00 PM the day of the meeting: Mail to City Clerk, PO Box 5021, Great Falls, MT 59403, or via email 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 the commenter is a city resident. Written communication received by that time will be shared with the City Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and, will be so noted in the official record of the meeting.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

MILITARY UPDATES

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

PETITIONS AND COMMUNICATIONS

2. Miscellaneous reports and announcements.

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

NEIGHBORHOOD COUNCILS

3. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

4. Miscellaneous reports and announcements from Boards and Commissions.
5. Appointment to the Regional Airport Authority Board.

CITY MANAGER

6. Miscellaneous reports and announcements from City Manager.

CONSENT AGENDA

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

7. Minutes, February 21, 2023, City Commission Meeting.
8. Total Expenditures of \$2,875,532 for the period of January 31, 2023 through February 23, 2023, to include claims over \$25,000, in the amount of \$1,930,389.
9. Grants List.
10. Approve the purchase of one new Peterbilt 548 tandem axle dump truck/snow plow from Jackson Group Peterbilt of Missoula, through the governmental purchasing service cooperative Sourcewell, for a total of \$236,997.
11. Accept a grant in the amount of \$200,000 from the Montana Tourism Grant Program to do infrastructure upgrades and enhancements at the Aim High Big Sky Recreation Center.
12. Approve use of American Rescue Plan Act funds in the amount of \$50,600 to pay for expenses related to the Library Broadband Expansion and Animal Shelter Cattery projects.

Action: Approve Consent Agenda as presented or remove items for separate discussion and/or vote by any Commission member. After motion is made, Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

PUBLIC HEARINGS

13. Request from Little Shell Tribe of Chippewa Indians of Montana to annex and establish City zoning on property addressed as 1301 Stuckey Road. *(Presented by Craig Raymond)*
 - I. Resolution 10489, to annex Tract 1 of Certificate of Survey No. 5337. *Action: Conduct a joint public hearing and adopt or deny Res. 10489 and approve or deny the accompanying Findings of Fact.*
 - II. Ordinance 3255, to assign the City zoning classification of M-2 Mixed-use Transitional for Tract 1 of Certificate of Survey No. 5337 and the accompanying Findings of Fact. *Action: Adopt or deny Ord. 3255 and approve or deny the accompanying Findings of Fact.*
14. Resolution 10495, to establish Golf Fees for Eagle Falls Golf Club and Anaconda Hills Golf Course. *Action: Conduct a public hearing and adopt or deny Res. 10495. (Presented by Steve Herrig)*

ORDINANCES / RESOLUTIONS

15. Resolution 10500, Submitting to the electors the questions of permanently increasing the mill levies of the City to pay costs of Public Safety Services, including operation, maintenance and certain capital costs of the Police Department, Fire Department, City Attorney and Municipal Court Services and related Public Safety expenses. *Action: Adopt or deny Res. 10500. (Presented by Chuck Anderson)*

OLD BUSINESS

NEW BUSINESS

16. Proposal for a Strategic Informational Process and Community Education effort for the Great Falls Public Safety Levy. *Action: Accept or not accept the proposal and authorize or not authorize the City Manager to execute a professional services agreement. (Presented by Chuck Anderson)*

CITY COMMISSION

17. Miscellaneous reports and announcements from the City Commission.
18. Commission Initiatives.
19. Legislative Initiatives.

ADJOURNMENT

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

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

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



Commission Meeting Date: March 7, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Appointment to the Regional Airport Authority Board.

From: City Manager’s Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Appoint one member to the Regional Airport Authority Board for the remainder of a three-year term.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (appoint/not appoint) _____ to the Great Falls Regional Airport Authority Board for the remainder of a three-year term through December 31, 2023.”

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

Summary: On November 10, 2022, the City received notification from City’s appointed Board Member, Anthony Aretz that he was appointed by the County Commission to serve as one of their board representatives as he lives outside the City limits. His term as a City representative originally ran through December 31, 2023. City staff began advertising immediately to fill his vacancy. One application was received from Mr. Scott Kerns. On January 17, 2023 the City Commission reviewed Mr. Kern’s application and decided to not appoint due to his current schedule as a legislator. The City advertised and received two applications. Applications were received from Ms. Terry Thompson and Ms. Lynda Morin.

The Airport Authority and the Airport Authority Board does not generally make recommendations on appointing or reappointing Board Members. The City Commission chose to interview the applicants during a special Work Session on March 7, 2023 just prior to this meeting.

Members of this board are:	Term end dates:
Todd Timboe (City)	12/31/2023
Richard Gibbs (City)	12/31/2025
Jordan Husted (City)	12/31/2025
Vacant (City)	12/31/2023 – Vacated by Anthony Aretz
Sean Hoven (County)	12/31/2024
Anthony Aretz (County)	12/31/2023 – Appointed as County member 11/9/2022
Casey LaLonde (County)	12/31/2024

Background:

The Regional Airport Authority consists of seven members, four appointed by the City Commission and three appointed by the Cascade County Commission. It is the City Commission's consensus that City appointed members be City Residents. The Authority serves as the governing and policy setting body for the operation and management of the Great Falls International Airport. Its duties include employing the Airport Director, who hires staff and oversees the day-to-day operations of the Great Falls International Airport.

Alternatives: The City Commission could chose not to appoint one of the applicants and direct staff to advertise for other interested candidates.

Attachments:

Applications



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

Thank you for your interest. Citizen volunteers are regularly appointed to the various boards and commissions. This application subject to Montana Right to Know laws.

Board/Commission Applying For: <i>Regional Airport Authority Board</i>		Date of Application: <i>2/8/23</i>
Name: <i>Terry Thompson</i>		
Home Address: <i>317 34th Ave NE, Great Falls</i>		Email address: <i>myneighborterry@gmail.com</i>
Home Phone: <i>406.799.0014</i>	Work Phone: <i>406.453.2752</i>	Cell Phone: <i>406.799.0014</i>
Occupation: <i>CEO</i>	Employer: <i>Great Falls Assoc of Realtors</i>	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: <i>See attached for experience & background</i>		
Educational Background: <i>See attached for education background</i>		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: <i>See attached list</i>		
Previous and current public experience (elective or appointive): <i>City Commission Candidate 2019</i> <i>City of Great Falls Neighborhood Council 3 - two terms</i> <i>2014-2017 Secretary & Chair</i>		
Membership in other community organizations: <i>UM Grizzly Scholarship Assn, Great Falls Chapter, Board member</i> <i>Current Treasurer</i> <i>Big Sky Pro Rodeo Member, ELK's Great Falls #214 Member</i>		

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

Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes No If yes, who, which department, and relationship?

Have you ever served on a City or County board? Yes No If yes, what board and when did you serve?

Are you currently serving on a Board? Yes No If yes, which board?

Are you a Qualified Elector? Yes No
(Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)

Please describe your interest in serving on this board/commission?

I have 16 years experience as a CEO working with a board of directors at my current position. I can be an asset to the Airport Director and employees as well as the board. I would like to gain knowledge in an industry I only know as a consumer.

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

*High level critical thinker and business professional
See attached for other qualifications*

Additional comments:

Thank you for your consideration!

Signature

Date:

2/8/23

If you are not selected for the current opening, your application may be kept active for up to one year by contacting the City Manager's office. Should a board/commission vacancy occur within 30 days from the last City Commission appointment, a replacement member may be selected from citizen interest forms submitted from the last advertisement. For more information, contact the City Manager's office at 455-8450.

Return this form to:

Mail: City Manager's Office
P.O. Box 5021
Great Falls, MT 59403

Hand Deliver: City Manager's Office
Civic Center, Room 201
2 Park Drive South

Email:
kartis@greatfallsmt.net

TERRY THOMPSON

317 34th Ave NE, Great Falls, MT 59404 | 406-799-0014 | myneighborterry@gmail.com

February 8, 2023

Attn: Great Falls City Commissioners

RE: Regional Airport Authority Board Position

RECEIVED

FEB 8 2023

CITY MANAGER

Dear Commissioners:

Please find attached a completed Citizen Interest Form and my resume outlining my professional experience for your review and consideration for the open board position with the Regional Airport Authority.

I am the current local board CEO for the Great Falls Association of REALTORS® (GFAR) a membership-based organization in Great Falls, Montana. I have held this position since February of 2007 and will be retiring from the position on March 31, 2023. While I'll be taking on new adventures, I will now have the time to serve the community in different capacities.

I believe my background, experience and skills make me an outstanding candidate for the open board position. I am known and have worked with various business and government leaders in different capacities within our community. I was an elected official serving two terms on Neighborhood Council 3 as chairperson so I understand the requirements of serving at a level that represents the best interests of all parties involved with the Regional Airport Authority.

I possess proven leadership skills to include vision, strategic, conceptual, analytical, risk taking, change management, decision-making, relationship/network building, conflict management, effective meeting management and consensus building. Therefore, I feel I can be an asset to the Airport Director, employees and the board of the Regional Airport Authority.

My motivation to serve on this board comes from my passion for the citizens of Great Falls to enjoy a great quality of life. I've been an advocate for Great Falls in many ways but specifically to grow economically. My children were, and my grandchildren are, being raised and schooled in this community...Great Falls is my home.

Thank you for your consideration.

Sincerely,



Terry Thompson

Enclosures

TERRY THOMPSON

317 34th Ave NE, Great Falls, MT 59404 | 406-799-0014 | myneighborterry@gmail.com

RESUME**Professional Attributes**

Over thirty-five years of experience in Business Management/Operations/Administration/Support with demonstrated strengths in Leadership, Advocacy, Training, Analysis, Accounting and Customer Service. In addition, a "Results Oriented" Leader laser focused on company vision and mission statements. A business professional, who is high level critical thinker and problem solver with a successful track record.

Experience**Great Falls Association of REALTORS®, Great Falls, MT**

(Non-profit Membership Organization - Real Estate Industry)

2007 - Current

Chief Executive Officer - Responsible to and works closely with the board of directors for the effective conduct of association affairs. Works closely with the association president and elected leaders to ensure that the association's goals, mission and vision are achieved as outlined in the strategic plan. Administers and safeguards all funds, physical assets and other association property and ensures that the association operates within the approved budget. Executes all decisions and implements all policies of the board of directors.

Plans, organizes, coordinates, and directs the staff, programs and activities of the association, including committees and task force activities, serves as liaison to all committees and/or assigns a staff liaison to committees and/or task forces. Responsibilities include hiring, training and supervision of the Member Services Director, Accounting Director, Administrative Assistant and any additional staff as deemed necessary by the board. All staff report directly to the CEO.

Serve a dual role as the Government Affairs Director. Based on issue priorities, leads advocacy efforts on behalf of the association on a local level. Work directly with lawmakers and regulators to monitor issues, and educate them on association positions. Collaborate with the state association on both state and local candidates and issues. Support Calls for Action, writes grants to utilize Realtor Party initiatives. Encourages participation in the Broker Involvement program, and uses the Land Use Initiative to review local ordinances. Staff liaison to the local RPAC Committee. Develops a plan for reaching RPAC investment goals. Executes plan and ensures compliance with state and federal law. Works with the RPAC Committee to identify candidates for support and funding. Builds local relationships to assist in furthering issue priorities. Write articles for the newsletter, and uses other communication vehicles to educate the association membership about advocacy efforts and supported candidates. Build positive relationships with local media contacts.

Also manages the daily operations of the Great Falls REALTORS® Flag Project, Inc. a 501 (c) (3) which is the organization responsible for the Flag that flies at Overlook Park in Great Falls. Manages operations for the Robert E. Manning Foundation a 501 (c) (6), which is an education foundation for the local Realtor® members.

Professional Standards Administrator - responsible for administration of all ethics and arbitration complaints against and between Realtors®. This is a certified position that requires continuing education, and in turn, provides training to the Grievance and Professional Standards committees of the association.

Achievements in this position

- In 2021, assisted the Great Falls Development Authority with selection of a housing study consultant and attained a grant to assist with funding the study.
- Worked with the City of Great Falls and the River's Edge Trail Foundation to create the Circle of Giving along the West Bank Landing which included attaining a grant to fund the materials.
- Created a high-tech office, meeting/training facility that includes two zoom rooms. Allows for a hybrid learning and meeting environment.
- Led the association in successful negotiations to consolidate five (5) local MLS's in 2018 - 2019.
- Founded the Stand Up for Students program in 2015 which assists homeless and disadvantaged youth in the Great Falls community. Includes annual fundraising events and toiletry drives.

Terry Thompson

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- Lead the advocacy and lobbying efforts of the association on a local level. In 2011, instrumental in coordinating the Development Process Task Force which is a coalition of industry related stakeholders from the community to address real estate development issues in the City/County.
- Instructor and curriculum writer for the Council of Multiple Listing Services (CMLS) CEO training program. Achieved CMLX2 certification. Former member of the Administration and Governance Best Practices Committees.
- Successfully lobbied the MT Legislative Audit Committee in 2014 to audit the Board of Realty Regulation (BRR) to address concerns and issues with the BRR and the Department of Labor and Industry Business & Standards Division.
- Served three (3) terms as the local Realtor® association executives committee chair.
- Organized a successful Work Force Housing Summit in 2014 that sparked housing opportunities and continually gives the association a seat at the table for all related meetings and events. In conjunction with the Summit, provided an Employer Assisted Housing class for local employers to create housing programs for their employees.

Nelson American Marketing d.b.a. Nelson American Homes, Great Falls, MT
(Manufacturer of Panelized Homes)

2006 – 2007

Director of Business Operations – Managed all aspects of the business which included Accounting, Financial Reporting, Human Resources, Payroll, Purchasing, Sales Support, Facility Management. Coordinated/managed a major company move to a new location as well as set up of a new manufacturing facility. Responsible for creating company business plan used to secure an operating loan and investors. Developed an employee handbook and trained the management team on policies and procedures.

Achievements in this position

- Successfully oversaw the application process with the Cascade County Commissioners on rezoning company owned real estate from Agriculture to Light Industrial.
- Coordinated/conducted meeting at Great Falls Development Authority which included representation from various Federal and State agencies to announce the companies growth plans which would increase the community's and State's economic growth by creating jobs.

Western Wireless Corp. d.b.a. Cellular One, Great Falls, MT
(Wireless Telecommunications Provider)

1995 - 2006

Business Operations Analyst (BOA) – Oversaw sales operations for retail stores and kiosks in Montana, Idaho, Wyoming, and North Dakota Region which required regular travel. Created, distributed and trained on all information relating to Corporate Sales Operations policies and procedures including audits and documentation retention requirements in support of SOX Act. Managed a team of 20 Customer Service Representatives. Trained employees to process sales and analyze reports in the POS system. Provided daily support over the phone for POS issues. Interacted with Management Team to ensure stores followed all POS processes such as bank deposits, cash handling security, cash over/short documentation, inventory counts and adjustments, purchasing equipment, days on hand goals for all equipment, loaner phone program management. Managed a regional million-dollar equipment budget. Interacted with the Distribution Group to ensure accurate stocking levels were maintained for equipment in the Region. Interacted with IT Department to order or retire POS computer equipment and participate in monthly connectivity issues call. Interacted with Sales Accounting to ensure financial reporting was accurate, accompanied corporate auditor on internal audits, assisted stores with preparation of audit documentation. Interacted with outside vendors regarding equipment warranty and return procedures. Interacted with Accounts Payable/Receivable regarding issues with equipment refunds, DOA credits, and billing corrections. Responsible for issuing and monitoring employee/demo equipment.

Achievements in this position

- 2005 Six Sigma Certified Green Belt
- 1999 Peak Achievement Winner
- Represented BOA's on Company Policy and Procedure Task Force, Company Audit Task Force, Loaner Program Task Force, in RFP process of selecting a POS system

Terry Thompson

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Achievements in this position

- Lead BOA on implementation of Trunk Stock Tool Company Wide
- Created and implemented Training/Reference Manuals for help/instructional purposes
- Twice nominated for Peak Achievement Award
- Recognized by senior management for outstanding A/R management

Pacific Data Products, Inc., San Diego, CA
(Printer Enhancement Manufacturer)

1993 – 1994

Office Administrator – Assistant to Sales Director and International Sales Manager with general secretarial duties, sales support, customer service, special project coordination and warranty data base administration. Management of sales report analysis.

Creative Learning Systems, Inc., San Diego, CA
(Technology Education Company)

1989 – 1993

Operations Manager/Assistant to Controller - Facilities management that included planning and facilitating a corporate move. Manager of Mail Order Education Catalog Department which included design, purchasing, inventory control, supervision of Data Entry, Customer Service and Shipping Departments. Budget and report analysis. Recruited, trained and supervised the staff to assist Accounting Department.

Fujitsu Business Communication Systems, San Diego, CA
(Manufacturer of PBX Telephone System)

1985 – 1989

Office Manager/Sales Support and Administration/Customer Service Rep – Overall management of office policies and procedures, liaison for outside services/vendors. Administrative support to the Sales and Operations Departments. Computer generated sales packages and proposals. Managed office PBX system and call processing. Customer Service Rep and Trainer for new system applications. Dispatched service calls in addition to adds, moves and changes.

Education/Training/Certification/Designations

National Association of REALTORS® At Home with Diversity (AHWD) Designation 2021
National Association of REALTORS® - 2020 Leadership Action Plan: Executing Your Leadership Vision! Course
National Association of REALTORS® - 2008 - 2022 Association Executive Institute CEO Management Program
Council of Multiple Listing Services - 2013 - 2015 Certified MLS Executive (CMLX1, CMLX2); Instructor, Curriculum & Administration
The Seminar Group – 2018 Land Use Law Course
Montana Association of REALTORS® Leadership Development
National Association of REALTORS® - 2011 Leadership 300 Enhancing Leadership Skills Course
National Association of REALTORS® - 2011 Leadership 200 Becoming a Leader Course
National Association of REALTORS® - 2008 - 2022 Certified Professional Standards Administrator
University of Chicago, Increasing Board Effectiveness Course (NAR) - 2008
University of Chicago, Essential Tools for Nonprofit Managers Course (NAR) - 2007
Six Sigma Training, Western Wireless Corp., Bellevue, WA – 2005 Certified Green Belt
Western Wireless Corporation, Bellevue, WA – 1995 thru 2005 company provided training on: new hires & terminations, managing employees, training the trainer, customer service & sales.
Bank Teller Training Institute, San Diego, CA – 1985 Certified Bank Teller
Dahl's College of Beauty, Great Falls, MT – 1984 Licensed Cosmetologist
Hobson High School, Hobson, MT – 1983 Graduate

Community Involvement

UM Grizzly Scholarship Association, Great Falls Chapter – Board Member, Treasurer 2022 - current
Big Sky Pro Rodeo – Gold Buckle Member 2020 – current

Terry Thompson

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Elks Great Falls #214 – Member 2020 - current

Candidate for Great Falls City Commission – May thru November 2019

Alliance for Youth – Advisory Board Member 2019

Great Falls Area Chamber of Commerce – Board Member 2017 – 2018, Business Advocacy Committee 2015 - 2018

City of Great Falls, Great Falls, MT - Neighborhood Council, Elected Official 2014 – 2017. Served two terms.

American Red Cross - Blood & Plasma Donor 2007 - 2023

Habitat for Humanity – Volunteer 2015 - 2019

Great Falls REALTORS® Flag Project - Committee Member 2007-2023

Yukon Mine Inc., Hobson, MT - Board of Directors President 2004 - 2007

Campfire Boys & Girls Club – Board of Directors, Swim Program Instructor, Golf Tournament Committee 2002 - 2006

Emerald Greens Golf Course, Great Falls, MT – Ladies League Tournament Co-Director 2006

Solid Rock Bible Church, Great Falls, MT – Youth Leader, Ladies Service Group

Heisey Youth Center, Great Falls, MT - Soccer and Basketball Coach





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

Please see attached

Thank you for your interest. Citizen volunteers are regularly appointed to the various boards and commissions. This application subject to Montana Right to Know laws.

Board/Commission Applying For:		Date of Application:
Name:		
Home Address:		Email address:
Home Phone:	Work Phone:	Cell Phone:
Occupation:		Employer:
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, please explain)		
Related experiences or background:		
Educational Background:		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities:		
Previous and current public experience (elective or appointive):		
Membership in other community organizations:		

Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, what board and when did you serve?	
Are you currently serving on a Board? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, which board?	
Are you a Qualified Elector? Yes <input type="checkbox"/> No <input type="checkbox"/> (Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)	
Please describe your interest in serving on this board/commission?	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission?	
Additional comments:	
Signature 	Date: 

If you are not selected for the current opening, your application may be kept active for up to one year by contacting the City Manager's office. Should a board/commission vacancy occur within 30 days from the last City Commission appointment, a replacement member may be selected from citizen interest forms submitted from the last advertisement. For more information, contact the City Manager's office at 455-8450.

Return this form to:

Mail: City Manager's Office
 P.O. Box 5021
 Great Falls, MT 59403

Hand Deliver: City Manager's Office
 Civic Center, Room 201
 2 Park Drive South

Email:
 kartis@greatfallsmt.net

Board/Commission Applying For:**Regional Airport Authority Date of Application: 02-04-23****Name:** Lynda L Morin**Home Address:**

1921 Cherry Drive, Great Falls MT

Email address: lmorin1921@gmail.com

Home Phone:**Work Phone:** 406-791-7257**Cell Phone:** 406-788-9759**Occupation:** Financial Advisor **Employer:** D.A. DavidsonWould your work schedule conflict with meeting dates? Yes No (If yes, please explain)**Related experiences or background:**

Loan processing at First Bank System—4 years. Operations Officer Cleantec Corporation
 9 years. Financial Advisor at D.A. Davidson Co. for the last 26 years and currently Senior Vice-President
 and Branch Manager serving in that capacity for the last 15 years.

Educational Background: Graduated from CM Russell High School. Associates Degree in accounting from
 Ricks College. I hold Series 7,9,10, 63 & 65 FINRA securities licenses. I am a Certified Wealth Strategist.

IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:**Previous and current service activities:**

Active in the LDS Church, holding several leadership positions. Served on the United Way Board, and
 served as Campaign Chair in 2014. Currently serving as first vice chair on the GF Chamber Board.

Previous and current public experience (elective or appointive):

NONE

Membership in other community organizations:

CMR Quarterback's Club

Montana Defense Alliance

Have you ever worked for or are you currently working for the City of Great Falls?Yes No If yes, where and when?**Do you have any relatives working or serving in any official capacity for the City of Great Falls?**Yes No If yes, who, which department, and relationship?

Have you ever served on a City or County board? Yes No If yes, what board and when did you serve?

Are you currently serving on a Board? Yes No If yes, which board? GF Chamber of Commerce

Are you a Qualified Elector? Yes No

(Any citizen of Cascade County 18 years of age or older who meets the registration and residence requirements provided by law is a qualified elector unless he is serving a sentence for a felony in a penal institution or is of unsound mind, as determined by a court.)

Please describe your interest in serving on this board/commission?

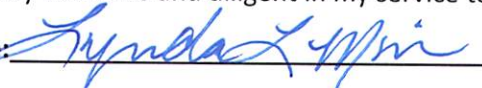
As a shareholder and representing DA Davidson as a participant the Community Air Service Initiative sponsored by the GF Chamber and as a lifelong resident of Great Falls, I am very interested in keeping our airport competitive and growing quality air service to meet the needs of our North Central Montana Region. In the future we will need a board that can support airport management with the resources and the ideas to meet the challenges we face in sustaining this most important resource for commerce, travel, and transportation in our rural setting. I am excited and committed to making a contribution to this board if I am chosen to serve.

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

I have strong management and interpersonal skills and I believe that I am well qualified to work with other board members and build consensus to get decisions made and tasks accomplished. I am responsible for managing two branch offices and 25 employees and have the knowledge and experience to meet business challenges that would present themselves. Our company is a large user of the Great Falls International Airport and it is important that we maintain the highest level of service and quality that our community can support.

Additional comments:

I will be very attentive and diligent in my service to the Great Falls Airport Authority Board.

Signature:  Date: 2-9-23

JOURNAL OF COMMISSION PROCEEDINGS
February 21, 2023

Regular City Commission Meeting

Mayor Kelly presiding
 Commission Chambers Room 206

CALL TO ORDER: 7:00 PM

Mayor Kelly reported that the suspects in today's shooting involving school aged children were apprehended within minutes. Fortunately, no one was fatally injured.

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Bob Kelly, Eric Hinebauch, Joe McKenney, Rick Tryon and Susan Wolff. Also present were City Manager Greg Doyon and Deputy City Manager Chuck Anderson; Library Director Susie McIntyre; Public Works Director Chris Gaub; Planning and Community Development Director Craig Raymond; Finance Director Melissa Kinzler; City Attorney David Dennis and Deputy City Attorney Rachel Taylor; Police Captain Doug Otto; and City Clerk Lisa Kunz.

AGENDA APPROVAL: Manager Doyon pulled Agenda Item 6 to allow for additional time for applicant interviews. There were no proposed changes to the agenda by the City Commission. The agenda was approved as amended.

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

PROCLAMATIONS: Community Week of Compassion and Fast [February 26 – March 4, 2023]

COMMUNITY INITIATIVES

1. COMMUNITY HEALTH UPDATE FROM CITY COUNTY HEALTH.

Pauline Conway, FNP and Medical Director at the City-County Health Department (CCHD), provided the following updates:

- The CCHD is the only organization within the City and County that provides free Narcan for individuals abusing narcotics, or to family members and other concerned members of the community, and teaches those individuals how to use it. In 2022, 167 boxes containing two doses of Narcan nasal spray was distributed within the community. To date this year, 22 boxes have been distributed. This year the CCHD also has 2 mg Narcan that can be administered intramuscularly. CCHD is monitoring the amount of Narcan distributed within the community to determine if it is making a difference in reducing fentanyl overdoses and deaths.

2. PETITIONS AND COMMUNICATIONS

None.

JOURNAL OF COMMISSION PROCEEDINGS
February 21, 2023

NEIGHBORHOOD COUNCILS

3. NEIGHBORHOOD COUNCIL 3 UPDATE.

Mayor Kelly announced that Neighborhood Council 3 provided notice that a co-presenter was sick and their update will be rescheduled.

4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

BOARDS AND COMMISSIONS

5. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM BOARDS AND COMMISSIONS.

None.

6. APPOINTMENT TO THE REGIONAL AIRPORT AUTHORITY BOARD. Pulled from agenda.

CITY MANAGER

7. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon reported the following updates:

- The Civic Center has been undergoing some much-needed improvements. In the last year, Facilities Manager Ted Fallat and his crew evaluated the Civic Center heating system and took on fixing some of the components that frequently break. The savings is estimated to be \$11,200 since October 2022.
- The blend and extend contract with EKI has been executed for the City organization’s power supply. This contract is only for the electric rates of the City’s buildings, Water Treatment Plant, Wastewater Treatment Plant, etc. It is not something that will affect the residents’ rates with NorthWestern Energy. However, there will be an impact to how the water and sewer budgets operate, and associated rate settings for next year.

CONSENT AGENDA.

- 8. Minutes, February 7, 2023, City Commission Meeting.
- 9. Total Expenditures of \$4,503,698 for the period of January 14, 2023 through February 8, 2023, to include claims over \$25,000, in the amount of \$3,995,815.
- 10. Contracts List.

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11. ARPA Sub-Award Grant Agreement List as previously approved by the City Commission.
12. Approve the submission of an application to the Federal Emergency Management Agency (FEMA) through the Assistance to Firefighters Grant (AFG) in the amount of \$119,263.45 and City match in the amount of \$11,926.35, for a total of \$131,189.80 for Operations and Safety Equipment.
13. Approve a final payment for the Elk's Riverside Park Force Main Replacement to Capcon, LLC in the amount of \$11,159.22 and \$112.72 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments. **OF 1695.3**
14. Set a public hearing on Resolution 10495, Establishing Golf Fees, for March 7, 2023.

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

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

PUBLIC HEARINGS

15. **RESOLUTION 10490, REQUEST FROM THE DOWNTOWN DEVELOPMENT PARTNERSHIP (DDP) TO USE DOWNTOWN URBAN RENEWAL DISTRICT TAX INCREMENT FINANCING (TIF) FUNDS TOWARDS DEVELOPMENT OF AN ECONOMIC VITALITY TRANSFORMATION STRATEGY TO GUIDE FUTURE DOWNTOWN BUSINESS DEVELOPMENT.**

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

Planning and Community Development Director Craig Raymond reported that the Downtown Development Partnership (DDP) serves as the coordinating body for downtown development. DDP members include NeighborWorks Great Falls, Great Falls Development Authority, Great Falls Business Improvement District, Downtown Great Falls Association, City of Great Falls, Great Falls Public Schools, Great Falls Area Chamber of Commerce, Neighborhood Council #7, City of Great Falls Parking Advisory Commission and Historic Preservation Advisory Commission, Cascade County, and other downtown advocates.

Several goals and objectives of the Downtown Urban Renewal District Plan have been realized since the creation of the plan. There still remains a lot of work to do. On page 10 of the Downtown Urban Renewal District Plan, conducting a Downtown Market Analysis is a specifically listed priority. As such, staff finds consistency between the request and the adopted TIF plan for the district.

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The DDP is requesting a TIF allocation in the amount of \$30,000 to assist in funding an “Economic Vitality Transformation Strategy” effort. The overall effort will be initiated with a market assessment to better gain an understanding of needs and opportunities in the downtown area. Once the results from the assessment are known, the vitality strategy can be formulated to take advantage of the identified opportunities. Similar projects have proven successful like the housing market analysis, which GFDA and others completed recently.

For this project, the DDP has submitted a grant request to the Montana Main Street Program in the amount of \$20,000. If successful, the total TIF reimbursement will be reduced to \$10,000. GFDA and NeighborWorks Great Falls have also pledged \$5,000 each to contribute to the effort along with in-kind staff time to execute the project.

Mayor Kelly asked if the Commission members had any questions of staff or the applicant. Hearing none, Mayor Kelly asked if there were any comments from the public in support of Resolution 10490.

Jolene Schalper, Great Falls Development Authority (GFDA), commented that market assessments and strategic plans have been successfully utilized in the community because business is driven by data. With this proposal, there is leverage of public funds with other partnerships and with in-kind staff time. The data utilized from the market assessment will guide DDP discussions and strategy to pursue entrepreneurs of potential housing, businesses and brands that are in other similar markets. This is the next step in growth for downtown.

Sherrie Arey, NeighborWorks Great Falls, also advocated for the TIF funds to help with strategy. The number one goal of the NeighborWorks Strategic Plan through 2024 is to be the community catalyst for neighborhood revitalization. She believes that dedicated TIF dollars for the Economic Vitality Transformation Strategy will help them understand the needs on the north and south borders of the downtown area that are in need of revitalization and infill.

Kellie Pierce, Downtown Development Partnership (DDP), expressed that approval of this request is important to the revitalization efforts in Downtown Great Falls. The DDP is an accredited Main Street Community within Montana. The DDP has been successful in fulfilling grant opportunities through Main Street Montana for 10+ years. This is also an opportunity to leverage those dollars to keep growing downtown development in Great Falls.

Mayor Kelly asked if there were any comments from the public in opposition to Resolution 10490.

Kevin Westie, 602 35th St. N., commented that the development in Great Falls is at the point that TIF is not needed anymore.

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

Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10490 to allow the use of up to \$30,000 in Downtown Urban Renewal District Tax Increment Financing funds to assist the DDP in creating an Economic Vitality Transformation Strategy, and approve the Tax Increment Contribution Agreement.

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

Commissioner McKenney inquired how someone would know about this information if he/she were not being recruited.

Jolene Schalper, Great Falls Development Authority, responded that data from assessments is shared as widely as possible. Anybody can utilize the data. It is free on GFDA's website and partner websites. Entrepreneurs in contact with GFDA that are looking to start up downtown would receive the information as well.

Commissioner Tryon inquired the process to hire a company to perform the assessment.

Jolene Schalper, Great Falls Development Authority, responded that the DDP would put together a scoring matrix, and issue an RFP wide and far and to local Main Street partners. The DDP would then score the proposals to select the best candidate.

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

Motion carried 5-0.

16. ORDINANCE 3254, PROVIDING THAT THE CHARTER OF THE CITY OF GREAT FALLS BE AMENDED SO THAT THE LIBRARY MILL LIMIT BE INCREASED FROM 2 ADDITIONAL MILLS TO 17 ADDITIONAL MILLS, AN INCREASE OF 15 MILLS, AND SUBMITTING SUCH CHARTER AMENDMENT TO THE ELECTORS OF THE CITY OF GREAT FALLS.

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

Library Director Susie McIntyre reported that the current funding model for the Great Falls Public Library is inadequate to provide the quality services the community deserves. The Library is currently funded at \$19.00 per capita, which is well below the Montana average of \$31.00 per capita. It has been made clear that the City of Great Falls and Cascade County have no additional funds from their regular funding mechanisms to increase the funding for the Library.

The Library spent months working with consultants and community partners to develop a Library Master Plan. The Plan provides information to guide decisions on facility maintenance and upgrades, library space configurations, library services, community outreach, staffing and funding. A key finding of the Master Plan is that current Library funding is inadequate.

The Great Falls Library Board has determined that with the escalating costs of operations a levy is necessary to provide sustainable annual funding, to expand Library services, to continue to meet State standards, and to provide for future growth.

Director McIntyre commented that she believes that the Library is a cornerstone of having a great community. She reviewed and discussed the following PowerPoint slides:

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Great Falls Public Library

Ordinance 3254, Providing that the Charter of the City of Great Falls be Amended so that the Library Mill Limit be increased from 2 additional mills to 17 additional mills, an increase of 15 mills, and Submitting Such Charter Amendment to the Electors of the City of Great Falls.

Resolution 10488, Referring Ordinance No. 3254, An Ordinance Amending Article I, Section 3 of the Charter of the City of Great Falls to Increase the Authorized Additional Mills for the Operation, Maintenance and Capital Needs of the Great Falls Public Library from Two (2) Mills to Seventeen (17) Mills and Submitting Such Charter Amendment to the Electors of the City of Great Falls to Be Conducted at a Special Election to Be Held on June 6, 2023.

What kind of community do we want?

- ❖ An **informed** community where everyone has access to the quality information they need to live, learn, govern, and work.
- ❖ An **educated** community where parents are supported to be their child's first teacher, children start school ready to read, and students have access to resources to thrive as they grow to adulthood.
- ❖ A **connected** community with a safe, strong downtown.
- ❖ A **thriving** community where people have quality of life.

Library Mill Levy: Special Election June 6

Shall the City of Great Falls be authorized to amend Article I, Section 3 of the Charter of the City of Great Falls to levy up to 17 mills, an increase of 15 mills, raising approximately \$1,594,500 for the purpose of providing funds for the operation, maintenance and capital needs of the Great Falls Public Library.

[] **FOR** amending the Charter of the City of Great Falls to increase the authorized mills to levy for the operation, maintenance and capital needs of the Great Falls Public Library from two (2) mills to seventeen (17) mills as provided for in Ordinance No. 3254.

[] **AGAINST** amending the Charter of the City of Great Falls to increase the authorized mills to levy for the operation, maintenance and capital needs of the Great Falls Public Library from two (2) mills to seventeen (17) mills as provided for in Ordinance No. 3254.

Total Mills requested = 15 MILLS = \$1,594,500.00
INCREASE THE ANNUAL TAX ON A \$100,000 HOME APPROXIMATELY \$20.25
INCREASE THE ANNUAL TAX ON A \$200,000 HOME APPROXIMATELY \$40.50

Library Crossroads

Mill Levy Passes:

- Funding for increased staff and services**
- Continuing and expanding early literacy and afterschool programs for children and parents
 - Expanding homebound services and programming for people who are disabled and seniors
 - Providing computer and technology classes and expanded support for job seekers
 - Providing a College Readiness Program for teens that includes literacy programs, test prep, and application assistance
 - Expanding our hours to be open seven days a week providing more service to all community members
 - Expanding Bookmobile services to six days a week providing more services to daycares, schools and seniors
 - Improving Library safety so that parents, seniors and families feel welcome at the Library
 - Providing free parking to reduce barriers to using the Library

Mill Levy Doesn't Pass:

- Limited funding resulting in decreased staff and services**
- Reduced early literacy and afterschool programs for children and parents
 - No homebound services and programming for people who are disabled and seniors
 - No computer and technology classes and reduced support for job seekers
 - No College Readiness Program for teens (literacy programs, test prep, and application assistance)
 - Reducing our hours to be open only five days a week providing less service to all community members
 - Failing to meet Montana Public Library Standards disqualifying the Library from receiving State Library Aid of around \$30,000
 - Bookmobile service maintained at only 3 days a week providing inadequate service to daycares, schools and seniors
 - Failing to adequately address Library safety so that parents, seniors and families feel welcome at the Library

ESTIMATED Budget Revenue:

Great Falls Public Library Budget Revenue	Current	Mill Levy Pass	Mill Levy Fail
NEW Mill Levy Funding	\$ -	\$ 1,549,500.00	\$ -
2 voted City Mills (\$103,300/mill)	\$ 199,044.00	\$ 199,044.00	\$ 199,044.00
7 City Mills by Agreement (\$103,300/mill)	\$ 696,864.00	\$ 696,864.00	\$ 696,864.00
City General Fund	\$ 350,000.00	\$ -	\$ 350,000.00
County Funding by Agreement	\$ 177,000.00	\$ 177,000.00	\$ 177,000.00
State Funding through Federation	\$ 2,359.27	\$ 2,359.27	\$ 2,359.27
State Funding per Capita	\$ 29,716.00	\$ 29,716.00	\$ 29,716.00
Other Funding	\$ 50,500.00	\$ 50,500.00	\$ 50,500.00
TOTAL Budget Revenue for GFPL	\$ 1,505,483.27	\$ 2,704,983.27	\$ 1,475,767.27

ESTIMATED Budget Expenses: **PASSES**

Library Expenses			
	CURRENT	PASSES	FAILS
PERSONNEL SERVICES	\$ 1,261,712.00	\$ 2,026,449.33	\$ 1,186,456.51
SUPPLIES	\$ 26,500.00	\$ 40,250.00	\$ 26,500.00
PURCHASED SERVICES	\$ 163,272.00	\$ 297,450.00	\$ 167,750.00
OTHER	\$ 450.00	\$ 450.00	\$ 450.00
INTERNAL SERVICE CHARGES	\$ 118,785.00	\$ 141,895.24	\$ 125,912.10
EXPENSES TOTAL	\$ 1,570,719.00	\$ 2,568,494.57	\$ 1,519,561.66

Increase Personnel Services of = \$866,737.33
 Additional Youth Services & Public Services Staff
 Additional Bookmobile Driver
 Assistant Library Director
 Communications Specialist
 Community Engagement Coordinator
 Technology Systems Assistant
 Safety Specialists/Security Guards

Increase Purchased Services of = \$94,178.00
 Increased funds for Book and Materials
 Inflationary increases for utility costs, maintenance agreements & computer programming
 Agreement for Mental Health Contract

Increase Internal Services of \$23,080.24
 Inflationary increases for estimated internal services
 Increased charges for increased number of staff

Increase Supplies of = \$14,350.00
 Increased funds for computers and networking
 Increased funds for fuel (Bookmobile)
 Increased funds for building repair and maintenance

ESTIMATED Budget Expenses: **DOESN'T PASS**

Library Expenses			
	CURRENT	PASSES	FAILS
PERSONNEL SERVICES	\$ 1,261,712.00	\$ 2,126,449.33	\$ 1,198,456.51
SUPPLIES	\$ 26,500.00	\$ 40,250.00	\$ 26,500.00
PURCHASED SERVICES	\$ 163,272.00	\$ 297,450.00	\$ 167,750.00
OTHER	\$ 450.00	\$ 450.00	\$ 450.00
INTERNAL SERVICE CHARGES	\$ 118,785.00	\$ 141,895.24	\$ 125,912.10
EXPENSES TOTAL	\$ 1,570,719.00	\$ 2,568,494.57	\$ 1,519,561.66

Decrease Personnel Services of \$63,255.49
 Reduction in Public Services Staff
 Reduction in Custodial Staff
 Reduction in Technical Services Staff
 Removal of PR and Adult Programming Position

Increase Purchased Services of \$4,478.00
 Inflationary increases for utility costs, maintenance agreements & computer programming

Proposed Increase Internal Services of \$7,127.10
 Inflationary increases for internal services

Increase Supplies of \$4,478.00
 Inflationary increases for estimated fuel costs

Library Mill Levy: Special Election June 6

Shall the City of Great Falls be authorized to amend Article I, Section 3 of the Charter of the City of Great Falls to levy up to 17 mills, an increase of 15 mills, raising approximately \$1,594,500 for the purpose of providing funds for the operation, maintenance and capital needs of the Great Falls Public Library.

[] **FOR** amending the Charter of the City of Great Falls to increase the authorized mills to levy for the operation, maintenance and capital needs of the Great Falls Public Library from two (2) mills to seventeen (17) mills as provided for in Ordinance No. 3254.

[] **AGAINST** amending the Charter of the City of Great Falls to increase the authorized mills to levy for the operation, maintenance and capital needs of the Great Falls Public Library from two (2) mills to seventeen (17) mills as provided for in Ordinance No. 3254.

Total Mills requested = 15 MILLS = \$1,594,500.00
INCREASE THE ANNUAL TAX ON A \$100,000 HOME APPROXIMATELY \$20.25
INCREASE THE ANNUAL TAX ON A \$200,000 HOME APPROXIMATELY \$40.50

Mayor Kelly asked if the Commission members had any questions of staff.

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Commissioner McKenney inquired if those wishing to address the Commission could address Items 16 and 18 together, or would they have to do that separately.

City Attorney David Dennis responded that these two separate agenda items require separate action. The Ordinance would amend the City Charter, and the Resolution would submit the Ordinance to a vote of the electors of the City.

Mayor Kelly suggested that those wishing to address the Commission on either agenda item, provide comments during this public hearing.

Mayor Kelly inquired what the average per capita spending would increase to if the mill levy passes.

Director McIntyre responded about \$32.00 per capita, depending on the census.

Commissioner Tryon referred to Section 3 of Ordinance 3254 and reiterated that what the Commission is voting on after the public hearing will only be effective if it is approved by the electors on June 6, 2023.

Director McIntyre responded that was correct. The Library Board is requesting that the voters in Great Falls be allowed to make a decision about the level of Library services they want.

Commissioner Tryon further clarified that the Commission is not voting tonight to raise the mills from 2 mills to 17 mills for the Library. The Commission will be voting on allowing or not allowing this issue to go before the voters on June 6, 2023 to make that decision.

Mayor Kelly asked if there were any comments from the public in support of Ordinance 3254.

Whitney Olson, Cascade County resident, Great Falls business owner and Great Falls Public Library Board chairperson, commented that Library Board and Library employees have been working towards this moment for over 1½ years. Professionals have been engaged to guide them through the Master Plan process. The Great Falls Public Library Board believes the community needs and deserves better service. In order to provide it, the taxpayers must decide if they value this institution. The Library Board is confident that it has a solid plan to show the voters why the Library is an integral part of Great Falls and surrounding community and why it deserves their backing.

Jill Baker, City resident, Executive Director of the Great Falls Public Library Foundation, commented that the Foundation has worked closely with the Library to secure funding to support the Library's Master Plan process, to conduct polling to determine the best way to move forward with putting a mill levy on the ballot, as well as identifying generous donors who have pledged their support for a mill levy campaign. The Foundation continues to be dedicated to support the Library by providing funding to enhance Library services. The Foundation currently provides over a quarter of a million dollars per year in support of cultural programming, materials, and through the annual Children's Bookathon. Since 2014, the Foundation has greatly increased the amount of funding for Library books and materials. Because the Library is a public institution, it is the community's responsibility to provide operational funding for the Library. The Library is a great investment of resources. A more literate community results in less poverty and less crime. Librarian Alma Jacobs referred to the Library as a "poor man's university."

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Jane Weber, City resident, commented that information is power. The Library empowers children and adults. The Library is the candy store for the mind. She noted that she served on the County Commission for over a decade and served as the County's representative on the Library Board. She understands the escalating expenses that the Library is facing. During her tenure on the County Commission, the County never raised its contribution to the Library, except for one year. She urged the Commission's favorable vote, and concluded that the Library Board and Foundation will have the responsibility for educating the voters.

Bill Tacke, 1024 3rd Ave. N., Great Falls Public Library Foundation Board member, commented that the Library is a place for all. Everybody is equal and the services are available for all community members who need them. The Library is the lifeblood of the community. It is an essential service. The health of the Library reflects the health of the community. Staff's ability to provide those services are very limited due to being underfunded. The proposed increase in the mill levy would go a long way in helping to restore the health of the Library and health of the community.

Molly Beck, City resident, Chairperson of the Ballot Initiative Committee "Vote Yes for Libraries," commented that it continues to be a financially challenging time for the community. However, she argued that there is no better time to invest in Library services. A well-funded Library can be a cost savings when utilized. A robust public Library is a gift to a community in challenging financial times, not a burden. A free Library card provides access to countless free services. She discussed her family's current Library usage. Her tax liability with this levy would be \$3.38/month or \$40.50/year, which would result in a monthly savings for her family of at least \$156/month or \$1,900/year. As a non-profit early intervention speech therapist, this does not include the value of the material and services that she has recommended to her clients and their families. She also places a high value on the impact of Library services to others in the community, such as internet, printing, enrichment, educational programming, free tax support and Bookmobile services. The Bookmobile that was paid for through donations collects dust four days per week because there is a lack of funding for staff to run it. There are countless people on those routes that are missing out on the Library services they deserve.

Carol Paul, City resident, Student Services Coordinator for Great Falls Public Schools, commented for the past 15-years, she has enjoyed a partnership with the Great Falls Public Library to bring the joy of reading and early literacy and language development to our youngest citizens. Youth Services Librarian Rae McFadden is a member of the diverse Raising Readers Committee that gets books to children all over Great Falls and participates in several programs that benefit the community. The Library is an important resource to young children, young families and to teachers in the community. With the capital and staffing investments, she believes the Library will be able to serve the community better.

Donna Williams, 2916 2nd Ave. N., agreed with the comments made by the prior speakers.

Peter Johnson, 3304 Arbor Way, emphasized the importance of the Library to kids and senior citizens alike. He took his children to the Library every week when they were little. Thirty plus years later his children are well educated and still thrive on libraries and books. He is in support of changing the Charter to allow voters to better support the Library. As senior citizens, he and his wife enjoy the Library services and would be proud to pay \$40 more to support the Library.

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Written comments in support of Ordinance 3254 were received from: **Carole Clark**, 405 Park Dr. N. 7A, **Gerald Clark**, 405 Park Dr. N. 7A, **Paula Evitts**, 600 13th Ave. S. Apt. 221, **Cheryl Lucas**, 1618 Central Ave., **Linda Colenso**, 3416 1st Ave. N., **Ken Robison**, 315 Lamplighter Ln., **Shyla Patera**, City resident, **Sue Warren**, 3932 15th Ave. S., **Gordon Whirry**, (Citizen Ticket #28692f890, **Carrie Jensen**, GFPL Foundation President, **Janet Henderson**, no address provided, **Gail Kapptie**, 2724 5th Ave. S., and **Kayla Lee**, City resident.

Mayor Kelly asked if there were any comments from the public in opposition to Ordinance 3254.

Jeni Dodd, City resident, urged the Commission to vote no to not change the Charter to accommodate the Library's levy request. She can no longer support the Library on its present path, for several reasons: (1) The Library is trying to make itself more relevant by becoming more of a social service organization. She is against the hiring of a social worker; (2) The Library promotes Pride Week for the LGBTQ community, but no week to celebrate families consisting of a biological man and biological woman and their children. To her, that is discrimination based on sexual orientation and favoritism; and (3) She objects to her tax dollars going to fund a library that promotes obscene and pornographic material for children. Books available in the junior section of the Library include the titles "Gender Queer" and "This Book is Gay" and contain detailed illustrations of sexual acts. Ms. Dodd noted that if a child has a library card, the library would not reveal the child's library records, not even to their parents. To her, that seems to negate parental rights.

Leighton Dresch, Cascade County resident, commented that he agrees with Ms. Dodd's comments. Although he has not specifically seen it, he has heard horror stories about what goes on in the Library. He does not support their new agenda. He does not support Ordinance 3254, as it sounds like a very excessive increase in the mill levy. Initially, he heard that this referendum was going to be put on the ballot with the school trustee election. Now, he sees that it is going to be a separate, single item on June 6th. This narrows the voting pool down to the bare minimum. Those that are in support of the mill levy will show up to vote. The average voter is not going to be there. This will go under the radar and most people will miss it. Something of this magnitude should be put either with a School Board election or on the general election ballot in November. He understands the cost of the election will be about \$48,000 to hold a special election. This proposed levy should not be held by itself.

Laura Ravenscroft, City resident, commented that it does not sound like a lot of money, but rental owners will have to increase rent. There are a lot of complaints about high rent in Great Falls. If this proposed levy passes, rent will go up again. She also does not believe it is the Library's job to provide for, or the taxpayers to pay for, mental health workers. Other services in town take care of that. With regard to guards, she suggested being creative and asking retired military residents to volunteer.

Kirby Shepherd, former psychological operations sergeant with the US Army and current pastor at Crossroads Memorial Church, commented that he agrees with all of the dissenters. He does not believe mental health is a social service for the Library to provide. Understanding mental health is an issue that needs to be addressed, he also believes there are a number of people, including pastors such as himself, who would be willing to step up and volunteer their time at no expense to the Library in order to provide those services. As a psychological operations sergeant in the Army he dealt with a lot of propaganda. There is such a thing called glittering generalities. People will give examples

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of things in a broad spectrum and broad strokes to the public in order to frame something a certain way. He is in favor of increasing funding to libraries to meet what would be the norm. However, he believes the Library could do so with better transparency in such a way to show the public exactly what is going to be done with the money, and in a way that will address the religious concerns.

Mike Scheer, City resident, expressed concerns about the extravagance of the request in Ordinance 3254. In reviewing the Library budget shortfall from 2023, it appeared the Library is about \$60,000 short, and the Library anticipates being about \$120,000 short in its budget in 2024. The mill levy increase would add about \$1.6 million from 2 mills to 17 mills. His math shows that is about a 440% increase. He also pointed out that the \$350,000 that would come from the Library funding to go back to the City general fund is still Great Falls' taxpayer dollars. It was reported that the majority of the increase would be for adding employees. The \$1.6 million dollars would go a long way to fund 12 more people. He is opposed to the hiring of social workers and does not believe it is the business of the Library to provide. It was noted that there would be two full-time safety specialists. He requested an explanation of what a safety specialist is. Mr. Scheer commented that there also could be a bond issue coming up to renovate the Library, as well as more levy requests on the horizon pertaining to the schools and public safety. At some point, he suggested figuring out what can be done with what the City currently has.

Jan Wenaas, City resident, commented that less people are using the Library now, as most people read books and do research on-line. The Library has become political. Examples include funding a gay pride parade, inviting transvestites to read to children and displaying books about LGBTQ in the children's section. When she took her children and grandchildren to the Library for weekly book readings, it was a joyful time because the books that were read were value added and were for families. That is not the case now. She encourages her family and friends not to participate due to the books that are displayed in that section of the Library. The Great Falls Library is not a safe place because of mentally ill and homeless people that roam inside and outside. There are opportunities for social workers and security guards with the Great Falls Rescue Mission, mental health services, and the Great Falls Police Department. In light of increased taxes and utility increases, she urged the Commission not to vote in favor at this time.

Kathie Hansen, Cascade County resident, discussed being horrified when she was offered sex for pay when she was given the privilege of representing a county in Minnesota at the State Capital. She agreed with the previous speakers about not wanting sexually explicit material in the Library for children, not wanting the gay and lesbian situation to be publicized, and not wanting drag queens providing story hours. She would like the Library to be safe. She suggested there are many qualified people to use creatively to keep the Library safe.

Colleen Stewart, Cascade County resident, opposed putting the mill levy on the ballot. She used to enjoy the Library with her kids. She is sad to hear what is happening in the Library. What we teach our children is the future. Teaching children things that are sexually explicit as has been presented will be the degradation of our nation.

Michael Vetere, Cascade County resident, commented that this was presented as an all or nothing type deal. He thinks it is dangerous to say if it passes, the Library will do all these great things, and if it does not everything will shut down. There are three things going on: (1) keep up costs to get the budget out of the negative; (2) expanding and enhancing services; and (3) adding services.

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Adding services should be on the bottom of the list. He also noted that when comparing Great Falls to other cities on library funding, it would be relatively important to talk about household incomes to have an apple to apples comparison. He expressed concern that if the Library were advertised as a place with mental health help it would bring more people of need to the area, which would raise more security concerns.

Cheryl Scheer, City resident, opined that it is time for government to tighten its belt like citizens have had to do. It is not a time to be asking for so much money unless for an emergency. Businesses are closing earlier, so she sees no urgent reason that the Library would have to be open seven days per week or the Bookmobile running six days per week, or to expand its employees from 18 to 30.

Sharon Thompson, City resident, agrees with a lot of the arguments against putting this mill levy increase to the voters. There is lack of accountability at the Library if there is pornographic material in the juvenile section. She does not want children being victimized by pushing the LGBTQ agenda in the juvenile section. Someone said the Library is the lifeblood of the community. If this is so, it is very toxic and detrimental.

Mark Wettis, City resident, commented that his dad was on the Library Board at the time the Library building was built. He spent a lot of time at the Library when he was young. Before it goes to a vote, he suggested there needs to be accountability on what type of material is in the Library.

Terri Dresch, Cascade County resident, agrees with previous speakers in opposition to putting this proposed mill levy on the ballot.

Written comments in opposition to Ordinance 3254 was received from **Ken Ravenscroft**, property owner and landlord.

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

Commissioner Hinebauch moved, seconded by Commissioner Wolff, that the City Commission adopt Ordinance 3254.

Mayor Kelly asked Director McIntyre if she wanted to respond to public comments.

Director McIntyre responded that the Library serves the entire community. Great Falls has a rich and diverse community and that community deserves a rich and diverse collection. The Library firmly believes that it is up to the parents to decide what their children should read. She clarified that the Library does own the book "Gender Queer" but it is in the adult section. The Library has books on every topic because there are people in the community that are interested in those different topics. There are LGBTQ picture books in the children's section that are appropriate for children. There are no pornographic materials at the Library. The Library Board approves a collection development policy and have professional librarians choosing the materials based on the needs of the community. If there is something in the Library collection that someone disagrees with, there is a form to fill out that will be reviewed by the Library Board. The Library wants to be transparent and wants to meet the needs of the community. An independent bookstore held a drag queen story hour, not the Library.

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The Library celebrates a range of events and partners with a range of community groups. She believes having information about rich and diverse cultures is not something to be afraid of, but something to embrace. It is appropriate for every parent to make the choices that are right for their family.

Director McIntyre also clarified that she originally thought that the Library could place this ballot initiative on with the School Board election. She thanked City Attorney David Dennis for the legal research and noted that it is not allowed per the Montana Code Annotated. It has to be held as a special election.

With regard to records of what children have checked out, the Library is committed to following all of the laws. Montana Code Annotated protects the privacy of all library records. When a parent signs a child up for a library card, it is specifically stated on the application that the Montana Code Annotated protects the privacy of a child's records. The Library encourages parent cards to have more control over what their family members check out.

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

Commissioner Hinebauch inquired the funding source for the election in June and was informed the Library.

Commissioner Tryon inquired the source of funding for the Library fund.

Director McIntyre discussed the budget revenue sources that included 2 voted mills (199,044), 7 City mills by agreement (\$696,864), City general fund (\$350,000), County funding by agreement (\$177,000), State funding through Federation (\$2,359.27), State funding per capita (\$29,716), and other funding (\$50,500). Per the Fiscal policy, the Library has to have 22% of operational budget in the Library fund. The Library is budgeted to be \$60,000 in the red this year and will be dipping into that 22%. Some positions were not filled that were vacated so the Library will make up a significant portion of that.

Commissioner Hinebauch received clarification that anyone can apply to be on the Library Board when there is an opening. The Library Board reviews the applications, often conducts interviews, and then makes a recommendation to the City Commission for appointment.

Commissioner Hinebauch received further clarification that this proposed ballot initiative will only affect City residents. Director McIntyre added that the Library is hoping to put another measure before County residents, but that has not been worked out with the County Commission yet.

Commissioner Hinebauch requested clarification about the Library being a public place, how it relates to the homeless, and if there were rules in place.

Director McIntyre responded that the Library is a governmental agency and everyone has the civil right to access governmental services. The Library has a strict patron behavior policy that staff enforces the best they can. Everyone is welcome at the Library as long as he/she follows the patron behavior rules. Staff is trained on patron behavior issues. If someone is not following the rules, she explained processes of asking someone to leave or asking for assistance with enforcement.

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Commissioner Tryon commented that two concerns were brought up that he considers legitimate questions and that he will consider in making his vote: The June special election and a narrowed voting pool, and the \$48,000 taxpayer funds for the election cost. He inquired if the Library mill levy issue could be put on the November ballot to save money.

Director McIntyre responded that the Library is not putting the issue on the November ballot because she was asked by the City Commission to not compete against the public safety levy. If the Commission would like it on a November ballot, the Library or the City would have to wait. The Library cannot wait without a severe reduction in services.

Commissioner McKenney inquired how long Director McIntyre had worked at the Library. Director McIntyre responded about 17½ years, and as Director for about 4 years.

Commissioner McKenney inquired the number of current staff, and was informed 18 people, but not all of them are full-time.

Commissioner McKenney inquired if there was a peak level of staffing during her tenure.

Director McIntyre responded when she was first hired there were significantly more people working at the Library. In 2014, there were significant cuts across the City, and the Library had major cuts and dropped down to being open five days per week. Over time, the Library has been able to reallocate how people work in order to be open six days per week.

Commissioner McKenney inquired if she knew the peak staffing level and was informed 26. He inquired if the Library was fully staffed then, or were they still under-staffed. Director McIntyre responded that the Library was providing much better service at that time. The Library is not just to provide books, but connects people with the information and resources that they need. The Library still checks out over 750,000 items per year. Use of Wi-Fi and computers has gone up significantly. It is a lot easier to check out a book to someone than it is to provide technology support. She concluded that the Library would be able to serve the community much better if staffing was up to 31.

Commissioner Wolff noted that she serves as an ex-officio Library Board member. She commented that, being an educator for 45 years, she has seen the same things that Director McIntyre has talked about pertaining to the spaces being available to all people at all times. Having a social worker available to deescalate and address the situation at the moment is important. She feels it is not for the Commission to decide whether the levy is passed, but her duty to put this before the voters to decide. If people are concerned about how many people will turn out for the June ballot, they should encourage people around them to get out and vote.

Commissioner Hinebauch commented he would also vote in support. The best way to make this mill levy decision is to put it out to the voters. Encourage people to get out and vote.

Commissioner Tryon commented he was torn. He would vote in support even though he has concerns about the special election date, the cost, and possibly a reduced voting pool. The issue is important enough to let the community decide.

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Commissioner McKenney commented the question before the Commission is simple – should the community of Great Falls decide the future of the Library. He sides with letting the community make the decision.

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

Motion carried 5-0.

OLD BUSINESS

NEW BUSINESS

17. PROFESSIONAL SERVICES AGREEMENT AWARD FOR GFPD EVIDENCE BUILDING PROJECT [OF 1684.3].

ARPA Project Manager Sylvia Tarman reported that, as the Commission is aware, the current space for evidence processing at the GFPD is quickly running out of room to store evidence per the state retention requirements. The GFPD has been evaluating options to increase the space for evidence and vehicle processing for a few years, and put forth the project for consideration utilizing ARPA funds. The GFPD Evidence Building was identified as a Tier 1 ARPA project by the City Commission at the April 5, 2022 meeting. Through further investigation, City staff quickly realized that the initial plan for a standalone evidence building was going to be cost prohibitive and would not meet the needs of evidence processing into the future. The City contacted BSpark Architecture to complete a pre-design study to vet the potential options for an addition onto the current GFPD building. The study included an option to remodel the existing space in the GFPD to gain more space or create a more functional evidence storage area. However, given the current and projected rates of incoming evidence, the study revealed that simply remodeling the existing space would not support the evidence volume beyond the next two years, if that.

BSpark put forth a conceptual design that would consist of a two-story addition on the south side of the building, with bays for vehicle processing. This option would provide adequate storage space to satisfy the evidence retention needs for the next 10-15 years, as well as bring our vehicle processing back onsite to alleviate any security concerns and support efficiency in processing. City staff determined this option to be the most cost effective and prudent solution to provide the GFPD with operational efficiencies and adequate storage for the next decade and beyond. City staff presented these options at the City Commission Work Session on November 1, 2022. After receiving positive feedback from the Commission, City staff moved forward with the Request for Proposal (RFP) process for a comprehensive design, bidding phase, and construction services package.

City Staff prepared an RFP for the project and solicited proposals, beginning November 27, 2022. The City formed a Review Committee to evaluate the proposals, consisting of Rachel Darlington (GFPD Records Bureau Manager), Doug Otto (GFPD Captain), Mark Juras (Engineer, Public Works), and Sylvia Tarman (ARPA Project Manager). Proposals were due December 21, 2022 and the City received only one proposal, from BSpark, even after reaching out to other local architecture firms. BSpark has teamed with TD&H and Morrison-Maierle to perform geotechnical, structural, mechanical, and electrical engineering. The Review Committee scored BSpark's proposal via established criteria, and BSpark received an aggregate score of 93 out of 100. The Review Committee then met with BSpark to review the proposal and fee, ask questions, and refine the fee estimate. The

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Committee also discussed the need for the final design to be able to support future development for GFPD needs.

BSpark is well positioned to complete a comprehensive design for this project, including bidding and construction phase services. They have been very collaborative and responsive during the process and are very sensitive to the time constraints of ARPA and budget set forth by the Commission. Based on their proposal and collaboration thus far, the Review Committee is confident in their ability to complete the project and recommend that the Commission award the Professional Services Agreement to BSpark, in the amount of \$455,597.50, utilizing American Rescue Plan Act funds.

Commissioner Tryon moved, seconded by Commissioner McKenney, that the City Commission approve a Professional Services Agreement with BSpark Architecture for the GFPD Evidence Building in the amount of \$455,597.50, utilizing American Rescue Plan Act (ARPA) funds, and authorize the City Manager to execute the contract documents.

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

Commissioner Tryon commented this is a good step towards updating public safety infrastructure.

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

Motion carried 5-0.

Mayor Kelly called a recess at 9:06 pm and called the meeting back to order at 9:12 pm.

ORDINANCES/RESOLUTIONS

18. **RESOLUTION 10488, REFERRING ORDINANCE NO. 3254, AN ORDINANCE AMENDING ARTICLE I, SECTION 3 OF THE CHARTER OF THE CITY OF GREAT FALLS TO INCREASE THE AUTHORIZED ADDITIONAL MILLS FOR OPERATION, MAINTENANCE AND CAPITAL NEEDS OF THE GREAT FALLS PUBLIC LIBRARY FROM TWO (2) MILLS TO SEVENTEEN (17) MILLS” AND SUBMITTING SUCH CHARTER AMENDMENT TO THE ELECTORS OF THE CITY OF GREAT FALLS TO BE CONDUCTED AT A SPECIAL ELECTION TO BE HELD ON JUNE 6, 2023.**

Library Director Susie McIntyre reported that following adoption of Ordinance 3254 in Item 16, this is an administrative step to send the information to the Election Office.

Commissioner Wolff moved, seconded by Commissioner Hinebauch, that the City Commission adopt Resolution 10488.

Mayor Kelly asked if there were any comments from the public in support of or opposition to Resolution 10488.

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Michael Smith, City resident, commented in support of Resolution 10488 and the importance that people get their voices heard.

Jeni Dodd, City resident, commented in opposition to Resolution 10488, noting that the election cost of \$48,000 is the average wage of people in Great Falls. She does not understand why it cannot be placed on the November ballot.

Also see Agenda Item 16 for related comments.

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

Motion carried 5-0.

19. RESOLUTION 10493, AN INTENT TO EXPAND THE BOUNDARIES OF THE GREAT FALLS BUSINESS IMPROVEMENT DISTRICT WITHIN THE CITY OF GREAT FALLS.

Finance Director Melissa Kinzler reported that the Great Falls Business Improvement District in the City of Great Falls was originally created in May 1989, re-created in July 1999, again in July 2009, and most recently in February 2019. The District was expanded in 2022 to include the 700 block of Central Avenue.

State statute gives authority to the City Commission to expand the boundaries of the District. Adoption of Resolution 10493 will establish the expanded boundaries of the District to include the 800 block of Central Avenue and will set the public hearing on the Resolution of Expansion, Resolution 10494, to be held on April 4, 2023.

The City of Great Falls has been presented with petitions signed by 65.65% of the property owners within the proposed expanded areas to be included in the District. Pursuant to MCA 7-12-1111, upon receipt of a petition signed by the owners of more than 60% of the area of the property proposed in the petition to be included in a district or in the expansion of a district, a governing body shall establish a district or expand a district. The proposed expanded boundaries of the District are shown on the map marked as Exhibit "A" and more precisely described in Exhibit "B" attached to Resolution 10493.

Upon adoption of Resolution 10493, notices will be sent to the property owners as well as a legal notice printed in the *Great Falls Tribune*. The public hearing for the expansion of the District is scheduled for April 4, 2023, 7:00 p.m. in the Commission Chambers.

No direct fiscal impact to the City is anticipated as a result of expansion of the District. All costs are assessed against the properties within the boundaries of the District and those costs will be used to benefit the surrounding Downtown area. The proposed expanded area will bring in an estimated \$16,900 in increased assessment.

Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10493 and set a public hearing on the expansion of the Great Falls Business Improvement District for April 4, 2023.

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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 Tryon inquired about abstained votes.

Kellie Pierce, Executive Director of the Business Improvement District, clarified that an abstained vote means that the property owner did not return the ballot.

Motion carried 5-0.

20. REQUEST FROM DISCOVERY MEADOWS, INC., TO VACATE A PORTION OF 50TH STREET NORTH AND 8TH AVENUE NORTH WITHIN COTTAGE GROVE PHASE 3 ADDITION, REZONE LOTS 10-19, ASSIGN ZONING FOR AN ADDITIONAL 6.58 ACRES AND CONSIDER THE PRELIMINARY PLAT OF DISCOVERY MEADOWS APARTMENTS ADDITION.

- I. **Resolution 10491, A Resolution of Intention by the City Commission of the City of Great Falls, Montana, to vacate 50th Street North and 8th Avenue North within Cottage Grove Phase 3 Addition.**
- II. **Ordinance 3257, An Ordinance to rezone the property legally described as Lots 10-19, Block 1 and Lot 9, Block 2, Cottage Grove Phase 3 Addition from PUD, Planned Unit Development, to R-6 Multi-family High Density.**
- III. **Ordinance 3258, An Ordinance to assign R-6 Multi-family, High Density zoning for 6.58 acres.**
- IV. **Preliminary Plat of Discovery Meadows Apartments Addition.**

Planning and Community Development Director Craig Raymond reported that the developer of the proposed Discovery Meadows multi-family residential project is requesting a number of actions to be taken in order to accommodate a 252-unit apartment project. From a land-use application standpoint, it is a fairly complex series of events and multiple steps before public hearing and final action on March 21, 2023.

The proposed project in part affects property that has already been annexed into the city. This portion of the project property lies within what has been known as Cottage Grove Addition Phase III, which has already been platted as single-family residential lots. Some of Phase III has been developed and lots sold. However, some portions have not. Those remaining undeveloped portions are the subject of the request to vacate a portion of City right-of-way known as 50th Street North. These properties are also proposed to be rezoned from PUD (Planned Unit Development) to R-6 Multi-Family High Density. In addition to the vacation of rights-of-way and rezone of properties, there is also a requirement to amend the plat aggregating the remaining parcels. All three of these actions are necessary in order to accommodate the apartment project.

The second part of this proposal that is equally important is the annexation of adjacent land just outside of the current city limits and the assignment of R-6 zoning. If the Commission approves of the annexation and R-6 zoning, the applicant will also be performing a major subdivision, turning two existing lots into 7 new parcels to be consistent with R-6 standards.

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The overall review of the project will ensure that the new proposed development when completed will be a good fit for the community and that existing and new infrastructure will be adequate. Staff has been working with the applicant to identify known and anticipated issues. Staff is confident that mitigation measures and proposed infrastructure improvements adequately address the impact of a 252-unit apartment community. The customary water and sewer extensions needed to service this development and provide future continuity are addressed in the annexation agreement. An important element to consider is the roadway and sidewalk improvements that will be necessary given the peripheral nature of the site and existing development patterns. The applicant is being required to improve 52nd Street North to current city standard from its current gravel condition. Because the city owns the adjacent property to the east of 57th Street, staff proposes that the City reimburse the developer for half of the cost to improve that portion of roadway. The applicant will also be required to make improvements to sections of curb, sidewalk and boulevard landscaping along 7th Avenue North, plus some structural improvements to a small portion of 7th Avenue that remain uncompleted.

One additional important mitigation measure that the applicant elected to propose is that the density and layout of the apartment buildings are intended to maximize the distance from and decrease the impact on existing single-family homes as much as possible.

On December 15, 2022, the applicant made a presentation to Neighborhood Council (NC) #4 at a special meeting. As one might expect this project has generated interest because of a relatively high number of multi-family projects being proposed in this neighborhood council district. After the presentation by the applicant, NC 4 voted to recommend approval of the proposed land use actions and construction of the development.

On January 24, 2023, after a public hearing, the Planning Advisory Board/Zoning Commission also voted to recommend approval of the project.

Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10491, and set a public hearing for March 21, 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 McKenney inquired about the several month timeframe from Neighborhood Council presentation in December to the public hearing in March.

Director Raymond responded that the Commission could grant staff the ability to set the public hearing. However, previous Commissions did not want to give up the step of the Commission setting the public hearing.

Commissioner McKenney inquired if the public hearing could be set two weeks out rather than a month out.

Director Raymond responded in the negative due to the *Tribune* lead-time, public notice requirements and agenda report deadlines.

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Commissioner McKenney commented that the Legislature has decided that local government caused the housing crises because of zoning. One solution that came up was to mandate local governments to allow small lots. He read background information from the agenda report that set forth in March of 2008 that the subdivision was developed as a Planned Unit Development (PUD) “specifically to allow for smaller lot sizes.”

Commissioner Wolff commented that she was excited about the project’s proximity to Malmstrom due to their need for housing.

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

Motion carried 5-0.

Commissioner Hinebauch moved, seconded by Commissioners Tryon and Wolff, that the City Commission accept Ordinance 3257 on first reading, and set a public hearing for March 21, 2023.

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

Motion carried 5-0.

Commissioner Tryon moved, seconded by Commissioner Hinebauch, that the City Commission accept Ordinance 3258 on first reading, and set a public hearing for March 21, 2023.

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

Motion carried 5-0.

Commissioner McKenney moved, seconded by Commissioner Tryon, that the City Commission set a public hearing for March 21, 2023 to consider the Preliminary Plat of the Discovery Meadows Apartment Addition.

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

Motion carried 5-0.

CITY COMMISSION

19. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Commissioner Wolff reported that the Council of Councils meeting included an animal control report from the Police Department, Public Works traffic panel and work involved in curb cuts to make sidewalks accessible, Long Range Transportation Plan, and the Council elected officers.

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She announced that she had the privilege of her second ride along with the Street crews plowing snow.

20. COMMISSION INITIATIVES.

None.

21. LEGISLATIVE INITIATIVES.

Mayor Kelly commented that local governments are under attack by the legislators in Helena. Some of our own elected officials in Helena are trying to restrict our ability to have our community make its decisions at this level and have everything be directed by Helena. A one size fits all is inappropriate and unappreciated.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Kelly, to adjourn the regular meeting of February 21, 2023, at 9:35 pm.**

Motion carried 5-0.

Mayor Bob Kelly

City Clerk Lisa Kunz

Minutes Approved: March 7, 2023



Commission Meeting Date: March 7, 2022
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

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

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECK RUNS FROM NEW WORLD	FEB 9, 2023 - FEB 14, 2023	629,663.56
ACCOUNTS PAYABLE CHECK RUNS FROM MUNIS	FEB 9, 2023 - FEB 23, 2023	2,160,696.38
MUNICIPAL COURT ACCOUNT CHECK RUN FOR	FEB 1, 2023 - FEB 16, 2023	14,909.86
MISC WIRES	JAN 31, 2023 - FEB 8, 2023	70,262.31
TOTAL: \$		<u><u>2,875,532.11</u></u>

GENERAL FUND

FIRE

LN CURTIS & SONS	FIRE TURNOUTS GLOBE JACKETS AND PANTS (SPLIT AMONG FUNDS)	16,590.00
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SPECIAL REVENUE FUND

AMERICAN RESCUE PLAN

LN CURTIS & SONS	FIRE TURNOUTS GLOBE JACKETS AND PANTS (SPLIT AMONG FUNDS)	19,908.00
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CAPITAL PROJECTS

DOWNTOWN TID

TALISMAN CONSTRUCTION SERVICES, INC	CIVIC CENTER FAÇADE JANUARY 2023	49,623.60
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ENTERPRISE FUNDS

WATER

PROSPECT CONSTRUCTION	OF 1637.6 WTP FILTERS PHASE 2 PMNT 9	279,943.58
SLETTEN CONSTRUCTION	OF 1731.3 WWTP CLARIFIER REHAB PMNT 3	416,547.45

SEWER

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	285,489.11
SWS EQUIPMENT INC	2022 HPR ECO JET CLEANER BODY	211,973.78
	2022 RAMVAC JET TRLR	

STORM DRAIN

ED BOLAND CONSTRUCTION	OF 1779.0 CENT AVE/3RD ST DRAIN IMP. PHASE 1/PMT1	65,597.67
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TRUST AND AGENCY

PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	48,169.00
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	53,366.99
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	76,300.81
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	129,230.77
US BANK	FEDERAL TAXES, FICA & MEDICARE	200,703.51
MONTANA OE - CI TRUST FUND	EMPLOYEE CONTRIBUTIONS	26,473.38

UTILITY BILLS

ENERGY WEST RESOURCES INC	NATURAL GAS CHARGES FOR JAN 2023	50,471.51
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CLAIMS OVER \$25000 TOTAL: \$ 1,930,389.16

CITY OF GREAT FALLS, MONTANA

COMMUNICATION TO THE CITY COMMISSION

DATE: March 7, 2023

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

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Grants through the Consent Agenda

MAYOR’S SIGNATURE: _____

GRANTS

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	GRANT AMOUNT REQUESTED	MATCH	PURPOSE
A	Information Technology (IT) Mapping and Addressing	Montana Land Information Act & Montana State Library	07/01/2023- 06/30/2024	\$25,000	In-kind: \$1,500 – Personnel (incl. fringe benefits)	Ratification of Montana Land Information Act Grant Application State Fiscal Year 2024 for follow-up to the initial City of Great Falls Public Land Survey System (PLSS) adjustment off-cycle of adjusting select control points in and around the city.



Commission Meeting Date: March 7, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: One New Tandem Axle Dump Truck/Snow Plow

From: Doug Alm, Vehicle Maintenance Manager

Initiated By: Public Works Department

Presented By: Christoff T. Gaub, Public Works Director

Action Requested: Approve Purchase

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the purchase of one new Peterbilt 548 tandem axle dump truck/snow plow from Jackson Group Peterbilt of Missoula, through the governmental purchasing service cooperative Sourcewell, for a total of \$236,997.”

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 approve the purchase of one new Peterbilt 548 tandem axle dump truck/snow plow to Jackson Group Peterbilt, of Missoula through Sourcewell, formerly known as NJPA, for a total of \$236,997.

Background:

The tandem axle dump truck/snow plow requested would be used by the Street Division as a dump truck and backup snow plow unit. If there is a breakdown with one of the seven snow plow trucks, this unit can be used to maintain full service to the City’s 750 lane miles of streets. This vehicle purchase would replace the City’s Unit #824, a 2012 Freightliner M2, VIN #1FVHCYBS2CDBU1163, with 96,652 miles, to be retrofitted into a flusher truck in the Street Division.

Evaluation and Selection Process

The recommended purchase and installation will be procured through the City’s membership in Sourcewell (formerly known as the National Joint Powers Alliance), which is a governmental purchasing service cooperative based in Minnesota. The City secures memberships in governmental cooperative purchasing entities under §§ 18-4-124 and 18-4-401 *et seq.*, MCA and those memberships allow it to access a wide range of products and services from competitively solicited bids and proposals from various vendors.

The City can then work with the contract managers at the purchasing cooperative to verify pricing and ask questions about contract structures, and then ultimately enter into contracts directly with the vendors who have contracted with the cooperative to purchase the products and services offered through the cooperative purchasing structure. In this particular case the City is accessing a Sourcewell contract for a tandem axle dump truck/snow plow with Jackson Group Peterbilt of Missoula.

Conclusion

The bid specifications from Sourcewell meet specifications for the tandem axle dump truck/snow plow.

Fiscal Impact: Funds for this scheduled purchase from the ERS (Equipment Revolving Schedule) were provided in the FY 2023 Central Garage Budget.

Alternatives: The City Commission could vote not to approve the purchase of one new Peterbilt 548 tandem axle dump truck/snow plow. Without a new dump truck with plow and sander controls the Street Division will experience more maintenance costs and equipment downtime due to older equipment. The Snow and Ice Control fleet would have less redundancy in capability, and delay the retrofitting of a water tank/flusher unit to an existing newer dump truck, effecting the division's ability to perform scheduled maintenance such as Street Sweeping and Gravel Surface Maintenance in a timely manner.

Attachments/Exhibits:

Sourcewell Contract – Peterbilt Contract #060920

Sourcewell Peterbilt Dealer Quote/Invoice – Jackson Group Peterbilt of Missoula

060920-PMC

**Solicitation Number: RFP #060920****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Peterbilt Motors Company, 1700 Woodbrook Street, Denton, TX 76205 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

060920-PMC

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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Vendor's Dealer will perform a Pre-Delivery Inspection (PDI) which is included in the price of the vehicle. Any issues with the Equipment or Products will be addressed at PDI and corrected through the Vendor warranty process.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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A fully executed Sourcwell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. **PARTICIPATION.** Sourcwell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcwell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcwell contract use eligibility requirements and documentation and will encourage potential members to join Sourcwell. Sourcwell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcwell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor's Dealer, referencing Vendor's contract number. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcwell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. PERFORMANCE BOND. If requested by a Participating Entity, Vendor's Dealer will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the administrative fee amount stated in the Proposal multiplied by the total number of trucks purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn:

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Accounts Receivable.” Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract’s expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor’s Authorized Representative is the person named in the Vendor’s Proposal. If Vendor’s Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

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Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

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- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

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16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

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Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

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this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The

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decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations

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issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 7/30/2020 | 3:01 PM CDT

Peterbilt Motors Company
DocuSigned by:
By: Joe Curran
CFFDD7DEA5F948D...
Joe Curran
Title: National Fleet Sales Manager
Date: 7/30/2020 | 3:21 PM CDT

Approved:
DocuSigned by:
By: Chad Coquette
7E42B8F817A64CC...
Chad Coquette

060920-PMC

Title: Executive Director/CEO

Date: 7/30/2020 | 3:24 PM CDT

2-15


SOURCEWELL PETERBILT DEALER QUOTE/INVOICE TEMPLATE

*NOVEMBER 2022 REVISION

PETERBILT MOTORS COMPANY SOURCEWELL CONTRACT # 060920

*DEALER TO FILL IN ALL GREY CELLS

Missoula Peterbilt		City of Great Falls	
		INSERT CUSTOMER SOURCEWELL NUMBER	
PETERBILT MODEL	548	CHASSIS #	602670
CAB & CHASSIS LIST PRICE	\$180,728	PETERBILT MODEL	SOURCEWELL DISCOUNT
SOURCEWELL DISCOUNT %	15.00%	220/220EV	5.00%
SOURCEWELL DISCOUNT \$	\$27,109	MEDIUM-DUTY 535 - 536 - 537 - 548	15.00%
SOURCEWELL CAB & CHASSIS PRICE	\$153,619	HEAVY-DUTY 365 - 367 - 520 - 520EV 567 - 579 - 579EV - 389	25.00%
TOTAL PRICE FOR ALL SOURCED GOODS/SERVICES	\$4,000		
BODY PRICE (IF APPLICABLE)	\$79,378		
TOTAL PRICE FOR CAB & CHASSIS AND ALL SOURCED GOODS/SERVICES	\$236,997		
Build date of 5/22/23			

Unknown Real increase
 option code _____



Commission Meeting Date: March 7, 2023
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Montana Department of Commerce Contract

From: Park and Recreation

Initiated By: Park and Recreation Director, Steve Herrig

Presented By: Park and Recreation Director, Steve Herrig

Action Requested: Accept the terms of the Grant and authorize the City Manager to sign the agreement.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/not/accept) a grant in the amount of \$200,000 from the Montana Tourism Grant Program to do infrastructure upgrades and enhancements at the Aim High Big Sky Recreation Center.”

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

Background: Funding through the City of Great Falls Park District No. 1 and a U.S. Department of Defense Office of Local Defense Community Cooperation Grant will be able to meet the community’s recreational and aquatics needs that were identified in the Park and Recreation Master Plan adopted by the City Commission in November 2016. The facility will also assist the military with water training needs for the military missions at both Malmstrom AFB and the Montana Air National Guard. The facility will contribute to the quality of life of service members and their families and the surrounding communities as well.

Fiscal Impact: The City would receive \$200,000.00 in grant funds.

Alternatives: The Commission could choose to not accept the grant funds but by doing this; the City would have less access to funds for critical equipment and a modest cost overrun currently being experienced.

Attachments/Exhibits:

Montana Department of Commerce Contract #23-52-OOT-TGP-ATG-022

**MONTANA DEPARTMENT OF COMMERCE
CONTRACT #23-52-OOT-TGP-ATG-022**

This Contract is entered into by the Montana Department of Commerce (the Department), and the City of Great Falls (the Grantee).

The Grantee and the Department hereby agree to the following terms:

Section 1. PURPOSE

The purpose of the Contract is to provide funds to projects that strengthen Montana's economy through the development and enhancement of the State's tourism and recreation industry.

Section 2. SCOPE AND DUTIES

- (a) The Grantee shall engage in activities set forth in the Grant Application for a Tourism Grant (the "Project"), attached hereto and specifically incorporated herein by this reference (Exhibit "A").
- (b) The Grantee must receive written approval from the Department before any material aspect of the Project is changed from the description contained in Exhibit A.
- (c) The Grantee, at the request of and in the manner prescribed by the Department, shall install and display temporary signage providing recognition of the support provided by the Department.

Section 3. EFFECTIVE DATE AND TIME OF PERFORMANCE

This Contract shall take effect upon execution by the parties. The Grantee shall complete the Project within 12 months of the effective date of this Contract and no later than June 1, 2024.

Section 4. LIAISONS AND REFERENCE TO CONTRACT

The contact persons for this Contract are:

For the Department:

Michele Cushman, or Successor
Tourism Grant Program Manager
Montana Department of Commerce
301 S Park Ave
P.O. Box 200533
Helena, MT 59620-0533
406-841-2796
TourismGrants@mt.gov

For the Grantee:

Steve Herrig, or Successor
Director, Parks and Recreation
City of Great Falls
1700 River Drive
Great Falls, MT 59403
14067818971
sherrig@greatfallsmt.net

The contract number 23-52-OOT-TGP-ATG-022 must appear on all correspondence pertaining to this Contract.

Section 5. BUDGET

- (a) The total amount to be awarded to the Grantee under this Contract will not exceed \$200,000.00.
- (a) Funding is to be allocated to line items detailed in the approved Project Budget included in Exhibit A.
- (b) If the actual cost of completing the project is less than projected in Exhibit A, the Department may, at its discretion, reduce the amount to be provided under this Contract in proportion to the overall savings.
- (c) If the actual cost of completing the project is more than projected in Exhibit A or the project is not completed on time, the Grantee shall utilize the Matching Funds identified in Exhibit A to complete the project.
- (d) Any authorized funds not expended under this Grant or otherwise accounted for in accordance with the provisions of this Section will revert to the Department.
- (e) Budget adjustments must be approved in advance in writing by the Department.

Section 6. AMOUNT OF GRANT AND METHOD OF PAYMENT

For the satisfactory completion of activities to be completed under this Contract, the Department will reimburse the Grantee a sum not to exceed \$200,000.00.

- (a) The Department will reimburse the Grantee for activities and expenses outlined in the approved Project Budget included in Exhibit A for expenses that have been incurred by the Grantee between December 5, 2022 and to the effective end date of this Contract.
- (b) The Grantee shall submit a request for funds for eligible incurred expenses; requests may be submitted once per month, quarterly, or at project completion depending on the financial needs of the project. A Request for Funds shall include:
 - 1. A summary overview of the total funding request for activities completed as outlined in Exhibit A;
 - 2. The summary overview shall contain this Contract number, title of the Project, Grantee's organization name, a list of attached invoices along with each invoice's total and a grand total for the monthly reimbursement request; and

3. Copies of original invoices for work/activities that have been completed in accordance with activities outlined in the approved Project Budget outlined in Exhibit A.
- (c) The Grantee shall submit a Federal W9 Tax Form and an Electronic Funds Transfer Form at the time of Contract execution in order to facilitate electronic funds transfer payments.
- (d) The Department is allowed 30 business days to process a request for funds.
- (e) Unless alternate arrangements are approved by the Department's liaison, the Grantee may submit no more than 12 Requests for Funds during the duration of the Project.
- (f) If the Department determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached this Contract, the Department may withhold payments to the Grantee.
- (g) The final reimbursement of funds may not be released until all tasks outlined in Section 2 SCOPE AND DUTIES and Section 7 REPORTING REQUIREMENTS are completed and approved by the Department.

Section 7. REPORTING REQUIREMENTS

The Grantee will provide a Quarterly Report of the Project from the contract execution date until all tasks outlined in Section 2 SCOPE AND DUTIES have been completed.

The Grantee shall submit to the Department a Final Project Report to describe the accomplishments of the Project as described in Exhibit A within thirty (30) days of Project completion date. The Final Project Report Template is available within Tools for Grantees section of the website at <https://brand.mt.gov/Programs/Office-Of-Tourism/Tourism-Grant-Program>. The Final Project Report shall:

- (a) Specifically describe how the project has increased out-of-area visitation and expenditures.
- (b) Identify the Measures being used to track progress, such as targets or milestones, of increased out-of-area visitation and expenditures.
- (c) Describe how has the project Achieved the goals as outlined in the application.
- (d) Detail how Relevant the completed project is to the community master plan and/or community partnerships.
- (e) Trace the achievement of the project by providing photos of a construction project, screenshots of website or media project, or statistical graphics of increased traffic/expenditures as a result of the completed project.

The Final Project Report must be signed by the Grantee's Chief Elected Official or Executive Officer. Failure by the Grantee to submit a Final Project Report that is approved by the Department may result in the final reimbursement of funds or 10% of total grant award, whichever is less, to be reverted to the Department.

Section 8. LEGAL RELATIONSHIP BETWEEN THE PARTIES:

This Contract does not create a partnership, joint venture, joint enterprise, or joint undertaking of any sort between the Department and the Contractor, its agents, employees, cooperators, subcontractors, or independent contractors during the performance of the activities described herein. In performing the activities described herein the Contractor, its agents, employees,

cooperators, subcontractors, or independent contractors are not agents, employees, cooperators, subcontractors, or independent contractors of the Department.

Section 9. ACCEPTANCE OF STATE REQUIREMENTS

- (a) The Grantee will comply with all applicable requirements and administrative directives established by the Department and all other applicable local, state and federal laws, regulations, administrative directives, procedures, ordinances, or resolutions.
- (b) The Grantee agrees that all subcontracts entered into for the completion of activities described in Section 2 SCOPE AND DUTIES will contain special provisions requiring such subcontractors to also comply with all applicable local, state, and federal requirements.
- (c) The Grantee expressly agrees to repay to the Department any funds advanced under this Contract that the Grantee, its subcontractors, or any public or private agent or agency to which it delegates authority to carry out portions of this Contract, expends in violation of the terms of this Contract or any other applicable local, state, or federal requirement.

Section 10. AVOIDANCE OF CONFLICT OF INTEREST

The Grantee will comply with the applicable provisions of Sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, regarding the avoidance of conflict of interest.

Section 11. PROJECT MONITORING

The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with the Section 2 SCOPE AND DUTIES, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department will advise the Grantee of any specific areas of concern and provide the Grantee an opportunity to propose corrective actions acceptable to the Department. If the Grantee fails to take corrective action or remedy the compliance issue within a reasonable time, then the Department may terminate this Contract in whole or in part, pursuant to Section 13 TERMINATION OF CONTRACT, or may seek remedies pursuant to Section 14 DEFAULT.

Section 12. ACCESS TO INFORMATION AND RETENTION OF RECORDS

The Grantee agrees to provide the Department, Montana Legislative Auditor, or their authorized agents, information relevant to this Contract or access to any records necessary to determine Contract compliance. The Grantee agrees to create and retain records supporting the services rendered or supplies delivered for a period of three (3) years after either the completion date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Grantee's office.

Section 13. TERMINATION OF CONTRACT

The Department may, by written notice to the Grantee, terminate this Contract at any time the Grantee fails to perform the Contract or if available funding is eliminated or reduced for any reason.

Section 14. DEFAULT

Failure by the Grantee to perform the provisions of this Contract constitutes default. Default may result in the pursuit of remedies for breach of contract, including but not limited to damages and specific performance.

Section 15. VENUE AND JURISDICTION

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning the Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

Section 16. COMPLIANCE WITH LAWS

The Grantee must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Workers' Compensation Act, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, the Affordable Care Act, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Grantee subjects subcontractors to the same provision. In accordance with Mont. Code Ann. § 49-3-207, the Grantee agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Contract.

Section 17. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Grantee shall not assign, transfer or subcontract any portion of the Contract without the express written consent of the Department.

Section 18. CONTRACT AMENDMENT

The Contract may not be enlarged, modified, amended, or altered except upon written agreement signed by all parties to the Contract.

Section 19. NOTICE

All notices required under the provisions of the Contract must be in writing and delivered to the parties' liaisons either by email, first class mail, or personal service.

Section 20. SEPARABILITY

A declaration by any court, or any other binding legal source, that any provision of the Contract is illegal, and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

Section 21. HOLD HARMLESS AND INDEMNIFICATION

The Grantee agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Grantee's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Grantee and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under the Contract. Claims under this provision also include those arising out of or in any way connected with Contractor's breach of this contract, including any Claims asserting that any of Contractor's employees are actually employees or common law employees of the State or any of its agencies, including but not limited to, excise taxes or penalties imposed on the State under Internal Revenue Code ("Code") §§ 4980H, 6055 or 6056.

Section 22. INSURANCE

- (a) *General Requirements:* The Grantee shall maintain for the duration of this Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Grantee, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
- (b) *Primary Insurance:* The Grantee's insurance coverage shall be primary insurance as respect to the State, the Department, and their officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, the Department, and their officers, officials, employees, or volunteers shall be in excess of the Grantee's insurance and shall not contribute with it.
- (c) *Commercial General Liability:* The Grantee shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year, **or** as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA, to cover such claims as may be caused by any act, omission, or negligence of the Grantee or its officers, agents, representatives, assigns, or subcontractors. The State, the Department, and their officers, officials, employees, and volunteers are to be covered and listed as additional insured's; for liability arising out of activities performed by or on behalf of the Grantee, including the insured's general supervision of the Grantee; products and completed operations; premises owned, leased, occupied, or used.
- (d) *Certificate of Insurance/Endorsements:* Insurance must be placed with an insurer with a Best's rating of no less than A-, **or** by a public entity self-insured program either

individually or on a pool basis as provided by Title 2, MCA. The Department must receive all required certificates and endorsements within 10 days from execution of this Contract. The Grantee must notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to require complete copies of insurance policies, including endorsements, at any time.

Section 23. DEBARMENT

The Grantee certifies and agrees to ensure during the term of this Contract that neither it nor its principals or sub-Grantees are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any governmental department or agency. If the Grantee cannot certify this statement, attach a written explanation for review by the Department.

Section 24. FORCE MAJEURE

Neither party will be liable for any failure or delay in performing its duties in this agreement due to Force Majeure Events. "Force Majeure Event" means an event or circumstance beyond a party's reasonable control, such as natural catastrophes and acts of terrorism or war, and the consequences of that event or circumstance. Force Majeure Event does not include a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that Party's not having sufficient funds to comply with an obligation to pay. If a Force Majeure Event continues for 30 days, the other party may terminate this agreement or suspend payments while the event continues.

Section 25. INTEGRATION

The Contract contains the entire agreement between the parties, and no statements, promises, or inducements of any kind made by either party, or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding.

Section 26. NO ARBITRATION

Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that would arise under this Contract.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties have executed this Contract.

Scott Osterman
Montana Department of Commerce

Date

CITY OF GREAT FALLS, MONTANA

Gregory T. Doyon
City Manager

Date

ATTEST:

Lisa Kunz
City Clerks

Date

*APPROVED AS TO FORM:

David G. Dennis
City Attorney

Date

* 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.

The Montana Tourism Grant Program

EXHIBIT A

Title	City of Great Falls	09/15/2022
	by Chase Rose in Tourism Grant Program FY23	id. 32121995
	Application for Projects	
	chaserose@hotmail.com	

Original Submission	09/19/2022
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Organization or Entity of Submission	City of Great Falls
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Authorized Legal Signatory	Steve Herrig
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Legal Signatory Title	Director - Parks and Recreation
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Mailing Address	1700 River Dr. Great Falls MT 59403 US
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Telephone Number	+14067818971
------------------	---------------------

Signatory Email	sherrig@greatfallsmt.net
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Applicant Website or Social Media Site	https://greatfallsmt.net
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Grant Award	\$200,000.00
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Total Cost of Project	\$22,177,929.0
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Project Title	Aim High Big Sky Recreation Center
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Project Category	Infrastructure Upgrades / Enhancements
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Project Description **The City of Great Falls was forced to closed its only indoor pool in 2018, leaving a City where the river runs through it (literally) without public access to year round aquatics. This has had negative impacts of wellness in body, mind and spirit for the larger community. However, it has also had a negative impact on our ability to host regional and statewide swim tournaments.**

As you know, Great Falls is the hub City for the entirety of Central Montana and the Hi Line communities. The absence of a facility in this area is detrimental to the competitive swimming community and often makes participation in competitive swimming unpractical for Hi Line communities whom would now have to travel to Billings or Missoula for tournaments. Moreover, the Helena and Bozeman communities are currently without a public competition pool at this time, making Montana’s “pool desert” even more pronounced.

This center will allow Great Falls to become a leader in statewide and regional swimming competitions, with our central location and affordable hotel rates. Through Aim High Big Sky, Great Falls is uniquely positioned to meet the need of the community and the State of Montana at a critical time. Already, we have secured \$20M to begin construction – we are now only \$2M away from completing our campaign with an aim to open our doors in spring 2024.

Project Promotion

- 1) We have hired the Bannack Group to lead the fundraising campaign. Their efforts include scores of donor meetings, a public launch and public phase that will include broad marketing efforts.**
- 2) The City Parks and Recreation Department has a strategy to promote memberships prior to the facility opening, offering discounts for early adopters.**
- 3) Our partnership with Malmstrom AFB will allow military families to use this facility at a reduced cost.**
- 4) Finally, our City Parks and Rec. staff will aggressively seek swim tournament opportunities and work with hoteliers to secure and schedule tournament opportunities.**

**Project Measurement
Upon Completion**

We will be easily able to track:

- Users**
- Visitors**
- Tournaments (participants and visitors)**
- Total revenue and revenue growth**
- Working with hoteliers for various tournaments, we can ask for data on room stays stemming from those events.**

**Long-Term Project
Impact**

We intend to complete an economic impact study 5 years after the facility has been operating that will provide a professional assessment of the projects impact to the community and ROI.

Community & Tourism Partnerships **Visit Great Falls - partner in promoting the facility and advocating for funding.**
Malmstrom AFB - provided \$10M via a Department of Defense Grant.
City of Great Falls - expanding staff to promote tournaments, programs and events.

Letters of Invested Support

[Letter_of_Support_-_Mt_Tourism_Grant_Program_-_aim_high.pdf](#)

[Aimhigh_Center_Support_Letter_-_Tourism.pdf](#)

[Aim_High_Big_Sky_Aquatic_Recreational_Center_Support_Letter_GFChamber.docx](#)

Planning and Reports **A Preliminary Architectural Report [PAR] or Preliminary Engineering Report [PER] has been completed for the proposed project.**

PAR or PER **TD&H Engineering, March 2021**

Timeline to Completion **Construction is underway, doors open March 2024**

Long-Term Project Management

[Operations-Maintenance.pdf](#)

Project Budget Narrative **The attached budget is for construction only. The \$2M campaign will fund critical equipment in the new facility itself. Thus, the total budget for construction and the campaign (equipment) is \$22,177,929.**

Potential of Partial Funding **Without this funding we will have less access to funds for critical equipment and a modest cost overrun currently being experienced (\$250,000)**

Season of Operation **Year Round**

Additional Contact Information **Chase Rose**

Additional Contact Phone **+14065804328**

Additional Contact Email **chase@bannackgroup.com**

Optional Additional File Upload

[Aim_High_Campaign_.pdf](#)

[DCIP_Grant_Request-Rec_Center.pdf](#)

Approved Project Budget > back-end or finishing components to be supported with grant funds only.

[draft_construction_budget.xlsx](#)

Great Falls Indoor Aquatics & Recreation Center						
Design Development Phase Cost Estimate						
Building Construction Costs (7.5% Contingency Included in Total)						
Spec Section	Item	Unit	Quantity	Material Unit Cos	Labor Unit Cost	Total
Division 1-LPW	General Conditions	Isum	1	\$120,000	\$695,235	\$800,250
Division 2-TDH	Site Work	Isum	1	\$875,000	\$1,927,616	\$2,278,591
Division 3-Missoula Precast & TDH	Concrete	Isum	1	\$1,653,867	\$451,042	\$2,104,909
Division 5-TDH	Steel	Isum	1	\$1,506,730	\$670,405	\$2,177,135
Division 6-LPW	Wood & Plastics	Isum	1	\$47,238	\$32,201	\$79,439
Division 7-LPW	Thermal & Moisture Pro	Isum	1	\$432,670	\$319,500	\$752,170
Division 8-LPW	Doors & Windows	Isum	1	\$486,230	\$194,370	\$680,600
Division 9-LPW	Finishes	Isum	1	\$471,914	\$343,345	\$815,259
Division 10-LPW	Specialties	Isum	1	\$24,157	\$15,475	\$39,632
Division 11-LPW	Equipment	Isum	1	\$71,440	\$27,490	\$98,930
Division 13-WTI	Special Construction	Isum	1	\$1,240,000	\$730,000	\$1,970,000
Division 14-LPW	Elevator	ea	1	\$67,500	\$27,500	\$95,000
Division 21-MMI	Fire Sprinkler	Isum	1	\$178,000	\$85,454	\$263,454
Division 22-MMI	Plumbing	Isum	1	\$714,000	\$441,460	\$1,155,460
Division 23-MMI	HVAC	Isum	1	\$1,446,000	\$881,409	\$2,327,409
Division 26-MMI	Electrical	Isum	1	\$733,400	\$569,957	\$1,303,357
Division 27-MMI	Phone & Data	Isum	1	\$294,600	\$166,444	\$461,044
Total Building Construction Budget Only						\$17,402,639
Soft Costs						
Design Contract	A/E Basic Services				\$1,431,559	\$1,828,659
	Additional Services				\$377,100	
	Reimbursables				\$20,000	
Furnishings, Fixtures, & Equipment	FF&E Nagel				\$664,100	\$664,100
Other	Testing and Special Inspection Fees (ESTIMATE)				\$65,500	\$282,531
	Impact Fees (EATIMATE)				\$40,000	
	Permit Fees (\$6,161.34/1st million + \$3.81 ea add'l \$1,000)				\$68,655	
	Plan Review Fee (65% of Permit Fee)				\$44,626	
	MEP Permit Fees					
	Engineering Review Fee					
	Pool Inspection					
	Fire Sprinkler & Alarm Inspection					
	Commissioning (Estimate from MMI)				\$50,000	
	Liability Insurance (Estimate)				\$10,000	
	City Fees: Annexation and Zoning				\$3,750	
	Finance Costs					
Total Soft Costs Only						\$2,775,290
ALTERNATES						
Alternates	Slash Pool				\$390,000	\$757,400
	HVAC				\$100,000	
	Specialty Paving				\$15,400	
	Playground				\$40,000	
	Concrete Benches				\$12,000	
	Additional FF&E (Nagel)				\$200,000	
Total Alternates Only						\$757,400
Total Construction Budget Without Alternates						\$20,177,929

Contract Information Sheet

Division staff are required to complete the items in blue print.

Contract Number:	23-52-00T-TGP-ATG-022	Original Contract Amount:	\$200,000.00
Contractor's Name:	City of Great Falls	Amendment Amount:	
Contractor Liaison:	Steve Herrig	Total Contract Value:	\$200,000.00
Contractor's Liaison Email:	sherrig@greatfallsmt.net	Funding Source:	State
Approved to Form Name:	David G. Dennis, Attorney	Division:	BRAND MT
Approved to Form Email:	ddennis@greatfallsmt.net	Program Number:	52
Contractor (Signee) Name:	Gregory T Doyon, City Manager	Org Number:	522300
Contractor's Email:	gdoyon@greatfallsmt.net	Vendor Number:	23463
Contractor's Address:	1700 River Dr. North	Start Date:	12/5/2022
Contractor's Address 2:	Great Falls, MT 59403	End Date:	6/1/2024
Attest Name:	Lisa Kunz, City Clerk	Absolute End Date:	
Attest Email:	lkunz@greatfallsmt.net		
Delegation:	Commerce		
Procurement Method:	Exempt		
Contract Type:	Grant		
Contract Usage:	Fixed		
Purpose of this contract/amendment:	Procurement Delegation Agreement. Section 5.5 o. Agency Grant Programs		
Scope & duties of this contract:	Aim High Big Sky Recreation Center		

Liaison: Michele Cushman
Liaison Email: MCushman2@mt.gov
Liaison Phone: 841.2796

Program Manager: Michele Cushman
Bureau Chief: JStoddard@mt.gov
Additional Email:
Additional APO Email: DOCAPO@mt.gov

Signatures:

Division Administrator	<small>DocuSigned by:</small> <i>Jennifer Peley</i>	2/14/2023
Fiscal Review	<small>DocuSigned by:</small> <i>Kassie Clement</i>	2/14/2023
Legal Counsel	<small>DocuSigned by:</small> <i>Amy Barnes</i>	2/14/2023
Deputy Director	<small>DocuSigned by:</small> <i>Mandy Rambo</i>	2/14/2023
OBPP	<small>DocuSigned by:</small> <i>Amy Sassano</i>	2/14/2023
Information Technology	_____	
SITSD	_____	

Copies To:

- Liaison
- Director (> \$200K)
- Deputy Director (<\$25K)
- Perceptive
- Chase Rose chase@bannackgroup.cor

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	301 S. Park Ave
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Signer Events

Jennifer Pelej
 jpelej@mt.gov
 Division Administrator
 Security Level: Email, Account Authentication (None)

Signature

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Kassie Clement
 Kassie.clement@mt.gov
 Security Level: Email, Account Authentication (None)

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Amy Barnes
 AmyBarnes@mt.gov
 Security Level: Email, Account Authentication (None)

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 ID: 92dfa006-a1a4-45e3-9f37-04d22f8c2ef4

Mandy Rambo
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 Acting Deputy Director
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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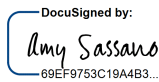
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Signer Events

Amy Sassano
asassano@mt.gov
Deputy Budget Director
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(None)

Signature



Signature Adoption: Pre-selected Style
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David G. Dennis
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(None)

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(None)

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Accepted: 6/25/2021 3:12:33 PM
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Scott Osterman
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Security Level: Email, Account Authentication
(None)

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Security Level: Email, Account Authentication
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Jan Stoddard
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Bureau Chief
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Steve Herrig
sherrig@greatfallsmt.net
Security Level: Email, Account Authentication
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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
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Commission Meeting Date: March 7, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Approve use of American Rescue Plan Act funds to pay for expenses related to the Library Broadband Expansion (OF 1762.3) and Animal Shelter Cattery (OF1673.1) projects.

From: Tom Hazen, Grants and Program Administrator

Initiated By: Great Falls Finance Department

Presented By: Tom Hazen, Grants and Program Administrator

Action Requested: Approval of proposed use of American Rescue Plan Act funds to pay for eligible expenses incurred during the Library's bandwidth expansion and the installation of the Cattery at the Great Falls Animal Shelter.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the use of \$50,600.00 of American Rescue Plan Act funds to pay for expenses accrued in connection with the Library Broadband Expansion (\$15,000) and Animal Shelter Cattery (\$35,600) projects; both projects having been classified by this Commission as Tier One Projects for ARPA usage.”

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

Staff Recommendation: Staff recommends the approval of use of American Rescue Plan Act funds to pay for eligible expenses incurred during the Library's bandwidth expansion and the installation of the Cattery at the Great Falls Animal Shelter.

Summary: The Great Falls City Commission previously identified a “Tier One” group of projects as priorities for ARPA funds usage. This list included a project related to improved internet access submitted by the Library and a request for financial relief in improving the Cattery at the Animal Shelter. These projects have been completed and their management team, along with the Finance Department, request approval from the City Commission to use ARPA funds to remunerate related costs.

Background: The Great Falls City Commission classified a list of “Tier One Projects” on April 5, 2022. The following projects were included in that list:

- Library Broadband Expansion – The Library lacked the necessary infrastructure to access high speed internet bandwidth and signed an agreement with Vision Net to make the installations necessary to facilitate these speed increases. While the Library was able to secure the majority

of the funding for the installation, a \$15,000.00 ARPA allocation was requested to cover the “last mile” of the project.

- Great Falls Animal Shelter Cattery – The Great Falls Animal Shelter requested an ARPA allocation of \$35,600.00 to purchase necessary equipment and supplies and to cover any other expenses necessary to improving the functionality of the Cattery.

These projects have been completed and the necessary costs have been reviewed to ensure eligibility and compliance with their respective scopes described above. Documentation has been submitted to further establish that all costs accrued are qualified for ARPA use.

Conclusion – This project is a necessary safeguard against further negative environmental impacts. In fact, this program was identified already identified as a priority when Public Works received the award notification. The Great Falls City Commission has approved the application and acknowledged the increased match requirement. Ratification of this agreement is the final documentation required to supplement internal funding with competitive grant award funds to complete an identified necessary need in our community.

Fiscal Impact: This will reduce the financial impact of increasing internet access speeds on the Library by \$15,000.00 and lower the cost of bringing the Great Falls Animal Shelter Cattery to higher functionality by \$35,600.00.

Alternatives: The City Commission could vote against approval and the Library and Animal Shelter would be required to identify an alternative source of funding.

Concurrences: Representatives of the Administration, Library, and Finance Departments have coordinated in development of this proposal.

Attachments/Exhibits: None



Commission Meeting Date: March 7, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Public Hearing - Annexation of Tract 1 of Certificate of Survey No. 5337 Located in the NW1/4 of Section 3, T20N, R3E, P.M.M., Cascade County, Montana; and establishment of City zoning classification of M-2 Mixed-use Transitional

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

Initiated By: Little Shell Tribe of Chippewa Indians of Montana

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

Action Requested: City Commission adopt Resolution 10489, adopt Ordinance 3255, and approve the Improvement Agreement

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:

Commissioner moves:

- I. "I move that the City Commission (adopt/deny) Resolution 10489 to annex Tract 1 of Certificate of Survey No. 5337 and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant."

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

And;

- II. "I move that the City Commission (adopt/deny) Ordinance 3255 to assign the City zoning classification of M-2 Mixed-use Transitional for Tract 1 of Certificate of Survey No. 5337 and the accompanying Findings of Fact."

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 January 10, 2023, the Planning Advisory Board/Zoning Commission recommended the City Commission approve the annexation and the establishment of City

zoning classification of M-2 Mixed-use Transitional for Tract 1 of Certificate of Survey No. 5337. Staff also recommends approval of the applicant's proposed annexation and establishment of zoning request with the following conditions:

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. **Improvement Agreement.** The applicant shall abide by the terms and conditions as well as pay all fees and reimbursements specified in the attached Improvement Agreement for the subject property. The Improvement Agreement must be signed by the applicant and recorded for the subject property.
3. **Land Use & Zoning.** Development of the property shall be consistent with the allowed uses and specific development standards for the M-2 Mixed-use Transitional zoning district designation.

Summary:

The Little Shell Tribe of Chippewa Indians of Montana submitted an application on October 20, 2022 to annex and establish City zoning designation of M-2 Mixed-use Transitional to the 3.684 acre parcel of land addressed as 1301 Stuckey Road. The Little Shell Tribe is requesting annexation into city limits for the benefit of the use of City water and sewer services to the existing cold storage building upon the subject property. The Little Shell Tribe is using this building as storage for groceries of tribal members. The subject property has both water and sewer mains adjacent to the parcel within Stuckey Road. These utilities were installed as part of the Montana Eggs annexation into the City just north of this property in 2011. In 2020, the Little Shell Tribe annexed another parcel farther north along Stuckey Road into city limits, and in coordination with that request, they extended both the existing water and sewer mains along Stuckey Road farther north. In 2021, Stuckey Road was improved as a part of a Montana Department of Transportation project and is built to City standards.

Annexation by Petition Request:

The subject property is a 3.684 acre parcel on the east side of Stuckey Road, beginning approximately 700 feet north of the Northwest Bypass. The parcel is owned by the Little Shell Tribe, who also own additional property and facilities within City limits, some of which are farther north along Stuckey Road. The subject property is contiguous to City limits, and the adjacent portion of Stuckey Road is already annexed into the City. Because of the infrastructure construction that was done in coordination with the Montana Eggs Annexation in 2010, the Little Shell Tribe will owe utility reimbursements to the City, which is discussed in further detail under the section *Required Improvements and Reimbursements*.

The basis for decision for an annexation by petition request is listed in OCCGF §17.16.7.050 of the Land Development Code. The decision of City Commission shall at a minimum consider the criteria which are attached as *Findings of Fact/Basis of Decision – Annexation by Petition*. City staff supports annexation of the property due to the presence of utility and road infrastructure that already comply with City standards.

Establishment of Zoning Request:

The parcel currently is being used for miscellaneous storage. Once annexed, the Little Shell Tribe would like to use the property for cold storage for groceries for tribal members. The surrounding zoning districts in the area include I-1 Light Industrial and M-2 Mixed-use Transitional to the north, R-2 Single-family medium density farther to the east, and M-2 and POS Public lands and Open Space to the south. The properties on the western side of Stuckey Road are still in Cascade County jurisdiction and have county-

designated zoning district of Industrial-1. Based on the proposed use and the surrounding zoning districts, it has been determined that the most fitting zoning district for the Little Shell Tribe's parcel is M-2 Mixed-use Transitional.

The basis for decision on zoning map amendments is listed in OCCGF §17.16.40.030. 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*.

Required Improvements and Reimbursements:

The on-site improvements required of the proposal will include everything required to provide water and sanitary sewer service, sanitary sewer industrial pretreatment (as applicable), fire protection, storm drainage, storm water quality treatment, and access for the subject property. Access for purposes of emergency vehicles shall be installed to the specifications of the City.

As a requirement of Annexation Resolution 9987, water and sanitary sewer mains were extended along the frontage of the subject property to provide public utility service for development of property located at 1401 Stuckey Road (former Montana Eggs plant site). The City is still owed \$56,162.59 for expenses from this utility construction. Based on the frontage length of the subject property, the applicant shall be required to pay the pro-rata reimbursement cost in the amount of \$45,487.54. This fee shall be paid to the City within thirty (30) days of approval of the subject property's annexation.

Neighborhood Council Input:

The subject property is located adjacent to Neighborhood Council #3. There is no adopted neighborhood plan for Neighborhood Council #3, or any other Council within the City. The applicant presented the proposal for annexation and establishment of zoning to Neighborhood Council #3 on January 5th, 2023. The council voted to support the proposal.

Concurrences:

Representatives from the City's Public Works, Legal, and Fire Departments have been involved throughout the review and approval process for this project, and will continue throughout any permit approval processes. Both Engineering and Environmental Divisions of Public Works have collaborated on the submitted *Improvement Agreement*.

Fiscal Impact:

Because Stuckey Road is already owned and maintained by the City's Street and Traffic Division, and the area is already served by City water, sewer, and emergency services, there will be no additional cost to the City. The annexation will facilitate potential future improvement to the property. This will increase the City's tax base and increase revenue.

Alternatives:

The City Commission could deny Resolution 10489 and Ordinance 3255. For these actions, the City Commission must provide separate Findings of Fact/Basis of Decision for denial of the annexation and establishment of zoning.

Attachments/Exhibits:

- Resolution 10489
- Resolution 10489 Exhibit A
- Findings of Fact/Basis of Decision – Annexation
- Ordinance 3255

- Ordinance 3255 Exhibit A
- Findings of Fact/Basis of Decision – Zoning Map Amendment
- Site Photo
- Applicant Narrative
- Preliminary Plan
- Certificate of Survey #5337
- Improvement Agreement
- Allowable Uses by District for M-2
- Lot Area and Dimensional Standards for M-2

RESOLUTION 10489

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF THE CITY OF GREAT FALLS TO INCLUDE TRACT 1 OF CERTIFICATE OF SURVEY NO. 5337 LOCATED IN THE NW1/4 OF SECTION 3, T20N, R3E, PMM, CASCADE COUNTY, MONTANA IN ACCORDANCE WITH THE PROVISION OF SECTION 7-2-4601, MONTANA CODE ANNOTATED.

* * * * *

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

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

Tract 1 of Certificate of Survey No. 5337 located in the NW1/4 of Section 3, T20N, R3E, PMM, Cascade County, Montana;

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

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

WHEREAS, Little Shell Tribe of Chippewa Indians of Montana, the owner of the hereinabove described has submitted a petition to have the subject property annexed to the City of Great Falls; and

WHEREAS, the Great Falls Planning Advisory Board/Zoning Commission conducted a public hearing on January 10, 2023, to consider said annexation and assignment of zoning classification of M-2 Mixed-use Transitional, and at the conclusion of said hearing, passed a motion recommending the City Commission annex Tract 1 of Certificate of Survey No. 5337 located in the NW1/4 of Section 3, T20N, R3E, PMM, Cascade County, Montana and assign said zoning classification of M-2 for the subject property; and

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

WHEREAS, the City Commission adopted Resolution 10388 to authorize and direct City staff to update the appropriate boundaries of Neighborhood Council District 3 to include the subject property; and

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

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

That the boundaries of the City of Great Falls, Montana, be, and the same are hereby extended so as to embrace and include within the corporate limits of said city, all of the land hereinabove described, included as: Tract 1 of Certificate of Survey No. 5337 located in the NW1/4 of Section 3, T20N, R3E, PMM, Cascade County, Montana, as shown on attached "Exhibit A."

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

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

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 7th day of March, 2023.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

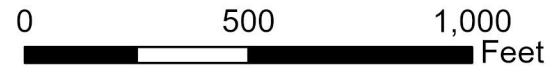
APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

Resolution 10489 - Exhibit A



-  Subject Property
-  City Limit
-  Parcels



FINDINGS OF FACT/BASIS OF DECISION – ANNEXATION

Tract 1 of Certificate of Survey No. 5337 Located in the NW1/4 of Section 3, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana

PRIMARY REVIEW CRITERIA:

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

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

The subject property is contiguous to the existing City limits. Additionally, the adjacent portion of Stuckey Road is already incorporated into City limits.

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

The proposed annexation follows the intent and purpose of the 2013 Growth Policy Update. The annexation is consistent with the following physical growth policy goals:

- Phy4.1.3 - Create a balanced land use pattern that provides for a diversity of uses that will accommodate existing and future development in the City
- Phy4.2.3 - Support actions that bring properties into conformance with the City's Land Development Code requirements over time.
- Phy4.2.5 - Promote orderly development and the rational extension of infrastructure and City services.

3. The proposed annexation is consistent with applicable neighborhood plans, if any.

The City of Great Falls is separated into nine neighborhood councils. The subject property is located adjacent to Neighborhood Council #3. There is no adopted neighborhood plan for Neighborhood Council #3, or any other Council within the City. The applicant presented the proposal for annexation and establishment of zoning to Neighborhood Council #3 on January 5th, 2023. The council voted to support the proposal.

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

The subject property does not lie within any adopted planning or sub-area planning areas, with the exception of the Long Range Transportation Plan. The LRTP identified Stuckey Road as a committed MDT project, which has since been designed, constructed, and completed.

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

The City Public Works Department has verified that capacity is adequate to provide public utility services to the subject property. Utility mains are already existing and the City's Fire Rescue and Police Departments already provide response to nearby properties which reduces the impact of the extension of services.

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

The subject property has access to water and sewer mains, and Stuckey Road has been improved. There is a proposal for the use of the property as a cold storage building, and at the time of future development the project will be required to follow all City regulations and code requirements.

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

The owner(s) of the subject property will bear all of the cost of improving the property to City standards. Annexation is conditional upon the execution of the Improvement Agreement. This includes an obligation to reimburse the City for past sewer and water main construction to serve the former Montana Eggs plant just north of this property.

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

The property has been surveyed as part of Certificate of Survey No. 5337 and is recorded with the Cascade County Clerk and Recorder.

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

The subject property is already adjacent to both water and sewer mains, and will receive City utility services at the time of development.

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

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

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

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

12. The subject property is not used in whole or in part for agriculture, mining, smelting, refining, transportation, or any other industrial or manufacturing purpose or any purpose incidental thereto.

The subject property is not used for any of the purposes mentioned above. The subject property is currently used for storage, and if annexed, will be used for cold storage for groceries for the tribal members.

ORDINANCE 3255

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF M-2 MIXED-USE TRANSITIONAL TO TRACT 1 OF CERTIFICATE OF SURVEY NO. 5337 LOCATED IN THE NW1/4 OF SECTION 3, T20N, R3E, PMM, CASCADE COUNTY, MONTANA.

* * * * *

WHEREAS, the property owners, Little Shell Tribe of Chippewa Indians of Montana, have petitioned the City of Great Falls to annex the subject property, consisting of ±3.684 acres, legally described as Tract 1 of Certificate of Survey No. 5337 located in the NW1/4 of Section 3, T20N, R3E, PMM, Cascade County, Montana; and,

WHEREAS, the property owners, Little Shell Tribe of Chippewa Indians of Montana, have petitioned the City of Great Falls to assign a zoning classification of M-2 Mixed-use Transitional to Tract 1 of Certificate of Survey No. 5337 located in the NW1/4 of Section 3, T20N, R3E, PMM, Cascade County, Montana upon annexation to the City; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on January 10, 2023, to consider said assignment of zoning classification of M-2 Mixed-use Transitional, and at the conclusion of said hearing, passed a motion recommending the City Commission assign said zoning classification to Tract 1 of Certificate of Survey No. 5337 located in the NW1/4 of Section 3, T20N, R3E, PMM, Cascade County, Montana; and,

WHEREAS, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 7th day of March 2023, before final passage of said Ordinance herein; and,

WHEREAS, following said public hearing, it was found and decided that the assignment of zoning classification of M-2 Mixed-use Transitional 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 zoning 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 zoning classification of M-2 Mixed-use Transitional 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 zoning classification of “M-2 Mixed-use Transitional” be assigned to Tract 1 of Certificate of Survey No. 5337 located in the NW1/4 of Section 3, T20N, R3E, PMM, Cascade County, Montana as shown in “Exhibit A”, subject to the setbacks, and other development standards and by this reference made a part hereof, as well as all other applicable regulatory codes and ordinances.

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

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading February 7, 2023.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading March 7, 2023.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

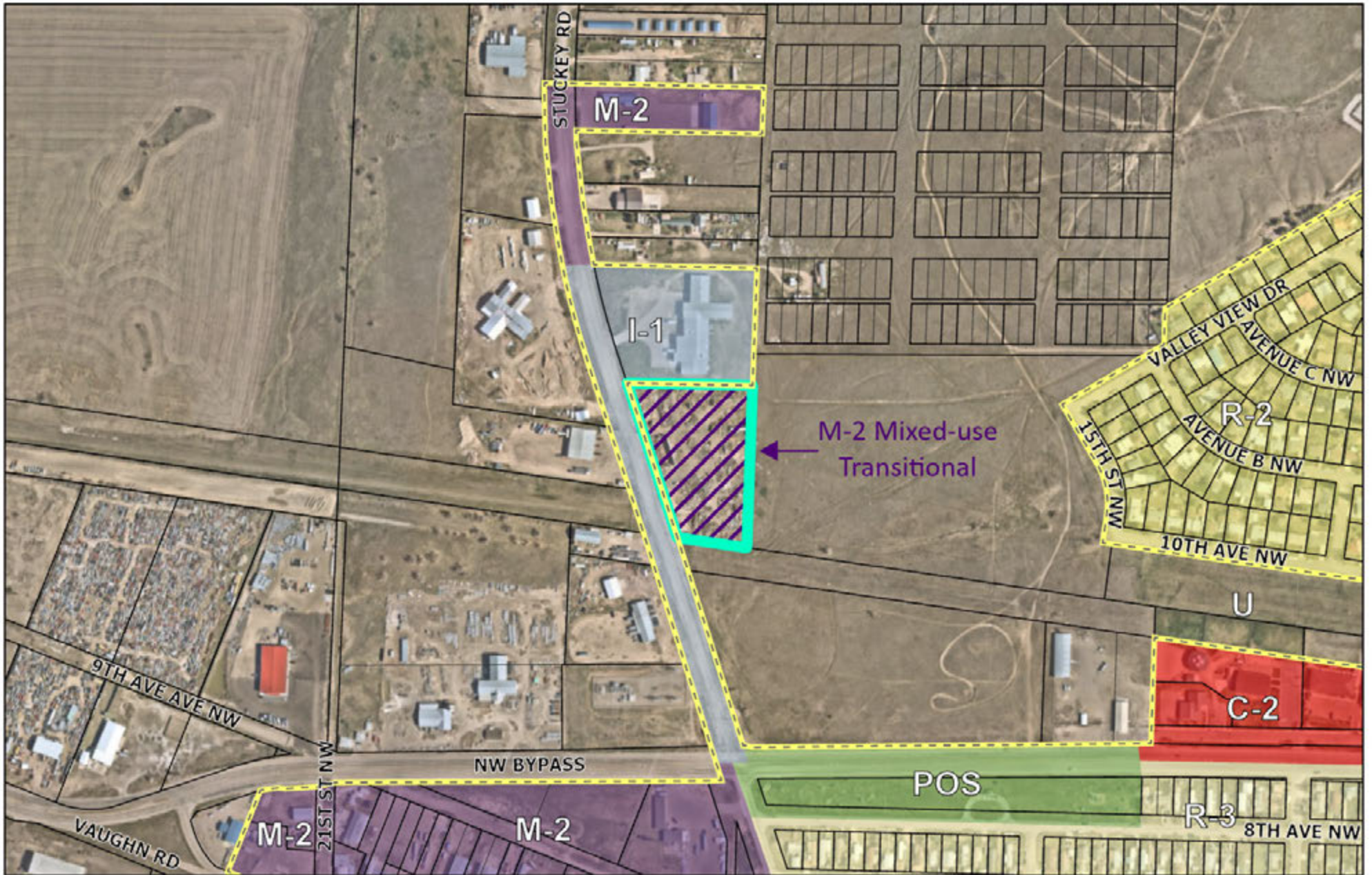
State of Montana)
County of Cascade : ss
City of Great Falls)




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 City Commission, Ordinance 3255 on the Great Falls Civic Center posting board and the Great Falls City website.

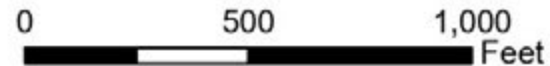
Lisa Kunz, City Clerk

(CITY SEAL)

Ordinance 3255 - Exhibit A



-  Subject Property
-  City Limit
-  Parcels



FINDINGS OF FACT/BASIS OF DECISION – ZONING MAP AMENDMENT

Tract 1 of Certificate of Survey No. 5337 Located in the NW1/4 of Section 3, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana

PRIMARY REVIEW CRITERIA:

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

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

The proposed zoning map amendment follows the intent and purpose of the 2013 Growth Policy Update. The amendment is consistent with the following physical growth policy goals:

- Phy4.1.3 - Create a balanced land use pattern that provides for a diversity of uses that will accommodate existing and future development in the City
- Phy4.2.3 - Support actions that bring properties into conformance with the City's Land Development Code requirements over time.
- Phy4.2.5 - Promote orderly development and the rational extension of infrastructure and City services.

The proposed zoning classification of M-2 Mixed-use Transitional not only allows for the proposed use on the land, it also will allow for a variety of uses to be permitted on this property and future annexed properties. M-2 Mixed-use Transitional zoning would also create a buffer zone between the residential parcels to the east and the industrial zones to the area. Staff recommends the establishment of M-2 Mixed-use Transitional zoning rather than industrial or commercial based on the proposed use and looking toward future development possibilities. The zoning map amendment would meet goals of the 2013 Growth Policy Update and enable the policies to further be implemented.

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

The City of Great Falls is separated into nine neighborhood councils. The subject property is located adjacent to Neighborhood Council #3. There is no adopted neighborhood plan for Neighborhood Council #3, or any other Council within the City. The applicant presented the proposal for annexation and establishment of zoning to Neighborhood Council #3 on January 5th, 2023. The council voted to support the proposal.

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

The subject property does not lie within any adopted planning or sub-area planning areas, with the exception of the Long Range Transportation Plan. The LRTP identified Stuckey Road as a committed MDT project, which has been designed, constructed, and completed.

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 provisions. Establishment of M-2 Mixed-use Transitional zoning matches the proposed use of the property and creates future flexibility for additional redevelopment activity to occur.

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

There are no existing, identified health, safety, and welfare issues on the subject property. Future development of the property under M-2 zoning will add storm water drainage improvements, paved parking, access control, and landscaping improvements to the site.

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 administer and enforce the proposed zoning map amendment, if approved. Sewer and water mains as well as roadway improvements have already been constructed, and the applicant will be reimbursing the City for prior utility installation. City staff efforts will largely be limited towards plan review during the development stage.



ANNEXATION

Narrative

The Little Shell Tribe of Chippewa Indians of Montana is requesting the annexation of the property located at 1301 Stuckey Road. The property legal description is Tract 1 of COS No. 5337, containing 3.684 acres. See Figure 1 for Certificate of Survey No. 5337 for Tract 1 details. The property is located on the East side of Stuckey Road. This portion of Stuckey Road is currently within the City Limits. The adjoining property to the North is also located within the City Limits. Adjoining property to the North was the old Montana Egg facility but is now owned by Great Falls 1401 LCC. Please refer to Figure 2 for the location of the property in relation to current City Limits and current zoning of the surrounding properties.

The current use of the property was a storage lot for equipment and material. The property has been cleaned up, by removing the old equipment and stockpiles of soil and asphalt millings. A partially constructed steel framed building on the property has been renovated into a cold storage facility. There are no sanitary facilities located on the property.

The proposed development will be a cold storage building for food. There is a possibility of a tiny homes development for rent by tribal members struggling to find affordable housing in Great Falls. This portion of the project is delayed and may not come to fruition. The property is not proposed to be subdivided but will remain in the ownership of the Little Shell Tribe to service members of the tribe.

Water and sewer mains about the property within the Right-of-Way limits of Stuckey Road. Private water and sewer services are proposed to connect to the existing City water and sewer mains located on the East side of Stuckey Road. See below of the proposed water and sewer usage for the cold storage building.

The Little Shell Tribe would like to annex into the City of Great Falls because of the proximity to City facilities and property to the north is located within City Limits.

Water and Sewer Use

Per the Department of Environmental Quality Circular 4 Table 3.1-1 Typical Waste Water Flows From Commercial, Industrial and other Nonresidential Sources a “Store” produces 3 GPD per customer and 10 GPD per employee. The cold storage building closely resembles a store in which tribal members can obtain long storage groceries. Most of the pick-up of groceries will be conducted at an off-site location. The amount of actual tribal member pick up will not occur at this facility, therefore the water use by customers will be low.

The estimate number of customers for the cold storage facility is 10 customers per day with 2 employees staffing the building for an 8-hour work day.

$$10 \text{ costumers} \times 3 \text{ GPD} = 30 \text{ GPD}$$

$$2 \text{ employees} \times 10 \text{ GPD} = \underline{20 \text{ GPD}}$$

$$50 \text{ GPD of demand}$$

The estimate use of water and waste water will be 50 GPD with the amount of water equaling the waste water produced by the facility.

Storm Water

See the attached Storm Water report in Figure 5 of this submittal.

Soils

The soils located in the site are a silty clay loam per the NCRS Soils report. See the attached soils report listed in Figure 4 of this submittal.

ZONING

Narrative

The current zoning of the property is Commercial per the County Zoning Map. The property to the North is located in the City Limits and is zoned Light Industrial. The property to the East is zoned Urban Residential. The properties to the West and South are zoned Commercial. See Figure 2 for details of the surrounding properties and their specific zoning. Further North along Stuckey the properties are a mix of residential and commercial zoning

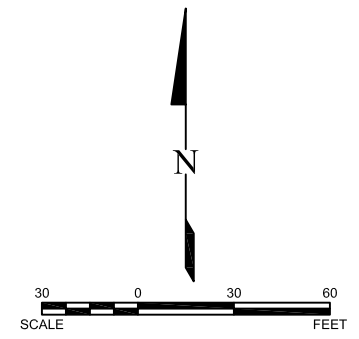
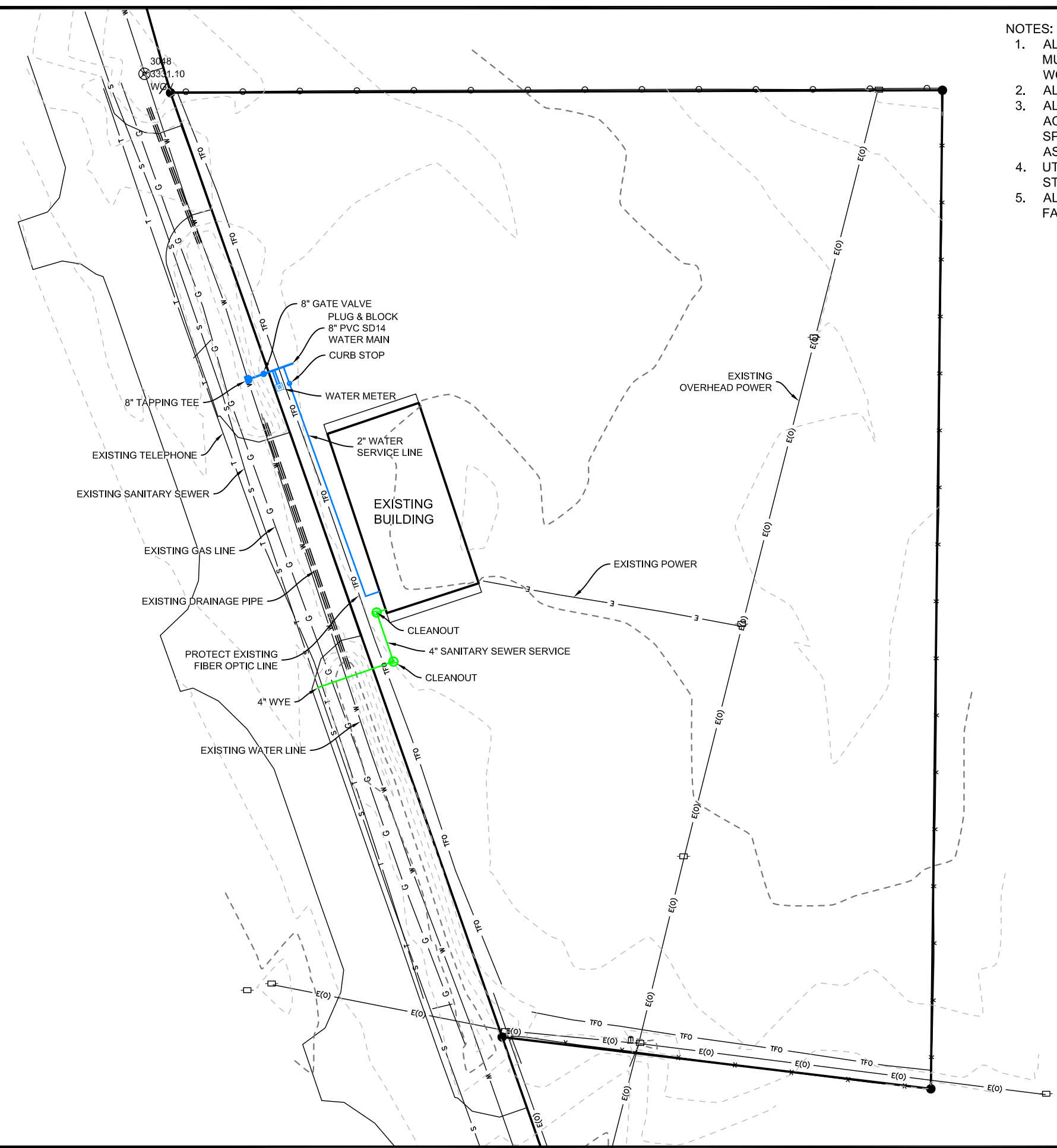
The proposed zoning of the subject property is Mixed Use 2 – Transitional. This proposed zoning would match the current zoning of the surrounding properties. As stated above the surrounding properties are a mix of light industrial, commercial and urban residential. And there are property adjoining the North and West property lines of the subject property that are located within City Limits.

The current proposed use of the property is a cold storage building for groceries for the distribution of the goods to Tribal members. The intended use of the building is storage and large-scale delivery of goods. Not as a center of distribution to individuals. The delivery of the goods to individuals will occur at an off-site location.



NOTES:

- 1. ALL WATER MAIN, SERVICE PIPE LINES AND APPURTENANCES MUST ADHERE TO GREAT FALLS CITY STANDARDS FOR PUBLIC WORKS IMPROVEMENTS.
- 2. ALL MAINS SHALL BE LAID WITH LOCATING TAPE AND WIRE.
- 3. ALL NEW WATER EXTENSIONS WILL BE TESTED IN ACCORDANCE WITH THE MONTANA PUBLIC WORKS STANDARDS SPECIFICATIONS AND THE AMERICAN WATER WORKS ASSOCIATION APPLICABLE STANDARDS.
- 4. UTILITY CUT REPAIR SHALL COMPLY WITH CITY PUBLIC WORK STANDARDS SECTION 30.02
- 5. ALL SANITARY SEWER SERVICES MUST ADHERE TO GREAT FALLS CITY STANDARDS FOR PUBLIC WORK IMPROVEMENTS.

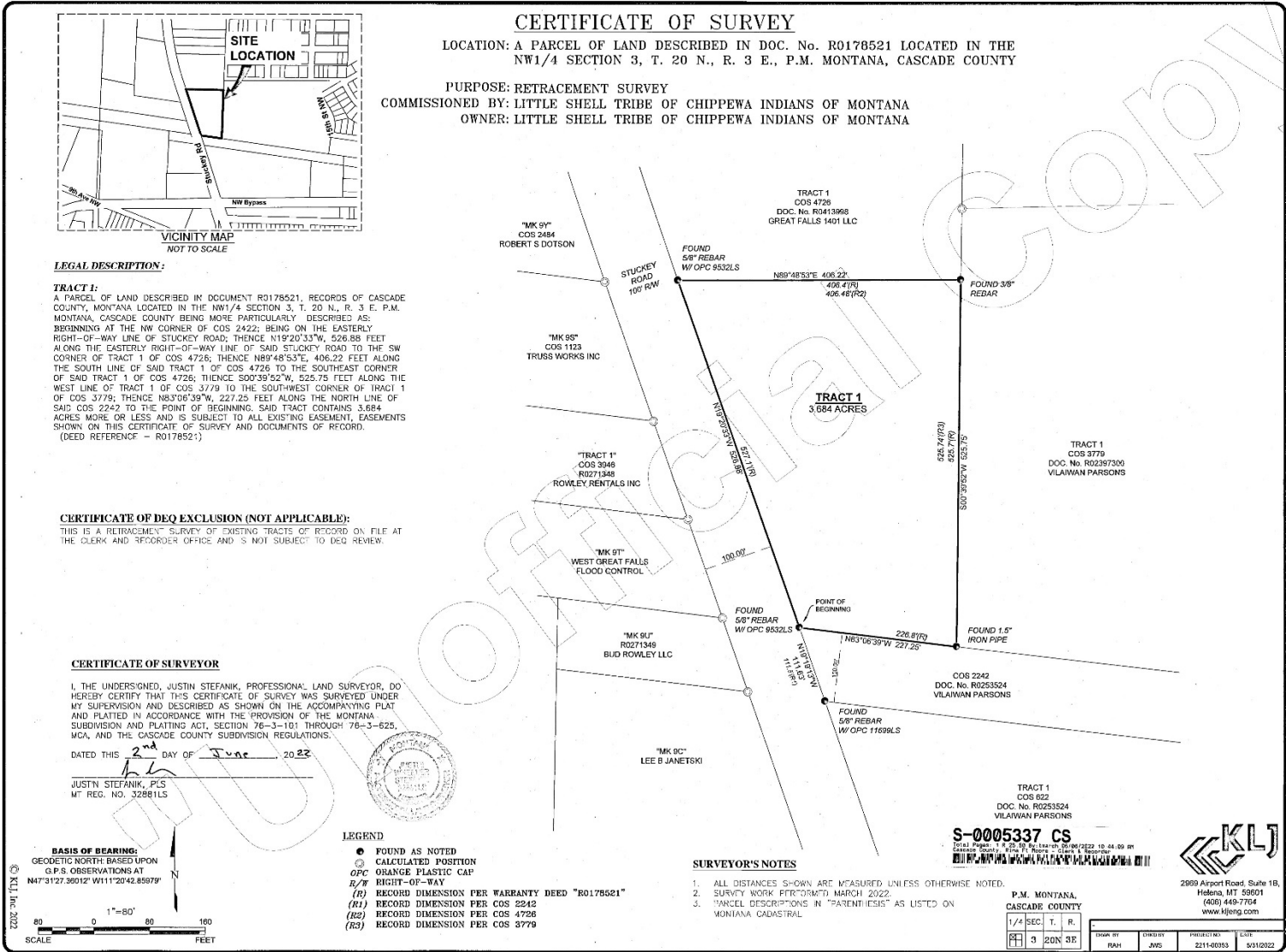


NO.	DATE	REVISION

DRAFTED
RH
REVIEWED
DJR
PROJECT NUMBER
2211-00353
ISSUE DATE
10/2022

COLD STORAGE BUILDING
LITTLE SHELL TRIBE
GREAT FALLS, MONTANA
PRELIMINARY PLAN

SHEET
C1



**IMPROVEMENT AGREEMENT FOR LITTLE SHELL ANNEXATION
TRACT 1 OF CERTIFICATE OF SURVEY NO. 5337 LOCATED IN THE NW1/4 OF
SECTION 3, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M, CASCADE COUNTY,
MONTANA**

This Improvement Agreement (the “Agreement”) is made and entered into by and between the LS Tribe of Chippewa Indians of Montana, a domestic non-profit corporation hereinafter referred to as “Owner” and the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as “City”, regarding the requirements for the annexation of one tract of land into the corporate limits of the City.

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

1.1 Declares that the Owner is aware of and has properly accounted for any natural conditions that may adversely affect the Future Development;

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

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

1.4 Provides for the inspection and warranty of the required on-site improvements before they are accepted for operation and maintenance by the City;

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

1.6 Establishes how necessary changes of final construction plans required by the Agreement may be made with the approval of the City;

1.7 Contemplates reimbursements to the Owner when neighboring properties that benefit from improvements made by the Owner are developed;

1.8 Embodies certain conditions that were imposed upon approval of the development in order to facilitate their enforcement; and

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

2. Subject Property. This Agreement applies to the real property legally described as follows:

Tract 1 of Certificate of Survey No. S-0005337 Located in the NW1/4 of Section 3, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana, hereinafter referred to as “Subject Property”.

3. Effective Date/Duration. Unless otherwise indicated, this Agreement shall be effective as of the date signed by the City, and subject to the exceptions stated below, is a perpetual recorded agreement between the Owner and the City.

3.1 If Work Does Not Begin. This agreement may be amended if final construction plans for development are not submitted for approval within three years of the date of this Agreement.

3.2 Failure to Build. The Owner's failure to complete on-site improvements in accordance with the final construction plans may void this Agreement and the vested rights established by Section 9, below.

3.3 Failure to Pay. The Owner's failure to pay the fees listed in this Agreement voids the Agreement and the vested rights established by Section 9, below. It may also result in the City attempting to collect the unpaid amount by any lawful means.

4. Supporting Documents. Owner shall submit the following documents to the City for review and approval:

4.1 Certificate of Survey. The certificate of survey of Tract 1 of Certificate of Survey No. S-0005337, filed on record in the Clerk and Recorder's Office of Cascade County, Montana.

4.2 Legal Documentation. Legal documents, including but not limited to any articles of incorporation, bylaws, covenants, and declarations, establishing the authority and responsibilities of the owner, which may be recorded in the Clerk and Recorder's Office of Cascade County, Montana.

5. Changes. The Owner understands that failure to install required improvements in accordance with the final construction plans approved for the Future Development is a breach of, and may void, this Agreement. The Owner also understands that failure to build in compliance with approved plans is a breach of this Agreement and a violation of the OCCGF, subject to the penalties provided for such violations. The City recognizes, however, that minor changes are often necessary as construction proceeds and the Administrator (the Administrator is the person or persons charged by the City Manager with the administration of this improvement agreement) is hereby authorized to allow minor changes to approved plans as provided below:

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

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

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

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

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

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

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

6. Fees. The Owner understands that it is required to pay the following fees as they come due during the development process.

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

6.2 Engineering. The Owner is responsible to pay all applicable engineering fees established by Resolution of the City of Great Falls or its successors.

6.3 Permit Fees. The Owner is responsible to pay all applicable permit fees established by Resolution of the City Commission of the City of Great Falls.

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

6.5 Storm Drain Fee. The Owner is responsible to pay a storm drain fee in the amount of \$250 per acre for the Subject Property being annexed. This would equal a total of **\$921** for the total 3.684 acres of the Subject Property. The total storm drain fee is to be paid to the City no later than 30 days after City Commission action to annex the Subject Property into the City.

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

7. Site Conditions. The Owner warrants that it has conducted site investigations sufficient to be aware of all natural conditions, including, but not limited to, flooding, slopes, and soils characteristics, that may affect the installation of improvements on the site and its development for the approved use. The Owner further warrants that all plans submitted pursuant to this Agreement and all applications for building permits with the Future Development will properly account for all such conditions. The Owner holds the City harmless for natural conditions and for any faults in their own assessment of those conditions. Additionally, an enforceable operation and maintenance agreement with the City and the Owner is required to ensure private stormwater control measures function properly.

8. On-Site Improvements. The on-site improvements shall include everything required to provide water service, sanitary sewer service, sanitary sewer industrial pretreatment (as applicable), fire protection, storm drainage, storm water quality treatment, and access. Access for purposes of emergency vehicles shall be installed to the specifications of the City of Great Falls. The Owner agrees to install stormwater quality and quantity improvements consistent with City standards and submitted plans approved by the City of Great Falls. Stormwater quantity control measures must comply with standards of the City of Great Falls Storm Drainage Design Manual. The design, installation, inspection, and maintenance responsibilities of these improvements shall be approved by the City of Great Falls.

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

10. Vested Rights. The approval of this Agreement by the City creates a vested right that protects the Owner from changes in the zoning and subdivision requirements of Title 17 of the OCCGF until the Agreement expires, as provided in Section 3 of this Agreement. This vested right does not exempt the Owner from compliance with other provisions of the OCCGF, including specifically those intended to prevent and remediate public nuisances, nor does it protect the Owner from changes in the City's building codes and fees, development fees, and inspection fees. This vested right does not exempt the owner from compliance with changes to state and federal requirements. This vested right may be voided, in whole or in part, if the Owner proposes substantial changes in the approved final construction plans of the Future Development.

11. Reimbursements Owed. As a requirement of Annexation Resolution 9987, sewer and water mains were extended along the frontage of the Subject Property to provide public utility service

for development of property located at 1401 Stuckey Road. The City is still owed \$56,162.59 for expenses from this utility construction. Based on the frontage length of the Subject Property, the Owner shall be required to pay the pro-rata reimbursement cost in the amount of \$45,487.54. This fee shall be paid to the City within thirty (30) days of approval of the Subject Property's annexation.

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

13. Park District. Owner acknowledges that the Subject Property is, by operation of law and pursuant to Resolution No. 10238, adopted by the City Commission on June 5, 2018, included within the boundaries of the Great Falls Park District Number 1. Owner acknowledges that property within the Great Falls Park District Number 1, including the Subject Property, is subject to annual assessments for the purposes of the Great Falls Park District Number 1 in amounts to be determined by the City Commission each year, in accordance with Resolution No. 10238, as it may be amended or supplemented.

14. Public Roadway Lighting. Owner hereby agrees to waive its right to protest and appeal any future special lighting district for public roadway lighting facilities that service the Subject Property, and further agrees to pay for its proportionate share of the costs associated with roadway lighting which services the Subject Property that may be installed with or without a special lighting district.

15. City Acceptance and Zoning. In consideration of the terms of this Agreement, the City hereby accepts the Subject Property for incorporation by annexation into the corporate limits of the City of Great Falls, Montana, with an assigned zoning classification of M-2 Mixed-use Transitional.

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

The Owner shall indemnify, hold harmless and defend the City of Great Falls, its officers, agents, servants and employees and assigns from and against all claims, debts, liabilities, fines, penalties, obligations and costs including reasonable attorney fees, that arise from, result from or relate to the Subject Property and/or Owners obligations pursuant to this Agreement. Upon the transfer of

ownership of the Subject Property, the prior owner’s (whether it is the Owner that signed this Agreement or a subsequent owner) indemnity obligation herein for the Subject Property is released as to that owner and the indemnity obligation runs to the new owner of the Subject Property. Only the owner of the Subject Property at the time the City incurs the claim, debt, liability, fine, penalty, obligation or cost is obligated to indemnify, and no property owner is obligated to indemnify for adverse conditions on property owned by someone else. This indemnification by the Owner of the Subject Property shall apply unless such damage or injury results from the gross negligence or willful misconduct of the City.

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

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

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

Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk

(Seal of City)

APPROVED FOR LEGAL CONTENT*:

David Dennis, 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.

LS Tribe of Chippewa Indians of Montana, a domestic non-profit corporation,

By: _____

Its: _____

By: _____

Its: _____

State of _____)

:ss.

County of _____)

On this _____ day of _____, in the year Two Thousand and Twenty-three, before me, the undersigned, a Notary Public for the State of _____, personally appeared _____, known to me to the persons whose names are subscribed to the instrument within and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public for the State of _____

(NOTARIAL SEAL)

Exhibit 20-1. Principal Uses by District

Use	M-2	I-1	Special Standards
Agriculture, horticulture, nursery	-	P	17.20.6.005
Mobile home/park	-	-	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	-	17.20.6.040
Residence, townhouse	P	-	17.20.6.050
Residence, manufactured/factory-built	P	-	17.20.6.060
Retirement home	P	-	
Community residential facility, type I	P	-	
Community residential facility, type II	C	-	
Day care center	P	-	
Emergency shelter	C	-	
Family day care home	P	-	
Group day care home	P	-	
Nursing home	P	-	
Campground	-	-	17.20.6.070
Hotel/motel	P	-	
Micro-brewery	C	P	17.20.6.080

Restaurant	P	P	17.20.6.080
Tavern	C	P	17.20.6.080
Agriculture sales	-	P	
Auction sales	-	P	
Construction materials sales	-	P	
Convenience sales	-	P	
General sales	P	P	
Manufactured housing sales	-	P	
Off-site liquor sales	C	P	
Secondhand sales	-	P	
Shopping center	-	P	
Administrative services	P	-	
Commercial kennel	-	P	17.20.6.090
Financial services	P	-	
Funeral home	P	-	
General services	P	P	
Professional services	P	-	
Sexually-oriented business	-	P	17.20.6.100
Veterinary clinic, large animal	-	P	
Veterinary clinic, small animal	P	P	17.20.6.110
Large equipment rental	-	P	
Small equipment rental	-	P	
General repair	-	P	

Vehicle fuel sales	-	P	
Vehicle repair	-	P	17.20.6.120
Vehicle sales and rental	-	P	
Vehicle services	P	P	
Agricultural commodity storage facility	-	P	
Climate controlled indoor storage	P	P	
Fuel tank farm	-	-	
Mini-storage facility	C	P	17.20.6.130
Freight terminal	-	P	
Warehouse	C	P	
Casino, type I	-	P	17.20.6.140
Casino, type II	-	P	17.20.6.150
Indoor entertainment	C	-	
Indoor sports and recreation	C	P	
Golf course/driving range	-	-	
Miniature golf	C	C	
Outdoor entertainment	-	C	
Park	P	P	
Recreational trail	P	P	
Administrative governmental center	P	-	
Animal shelter	C	P	17.20.6.160
Cemetery	-	-	17.20.6.170
Civic use facility	P	-	

Community center	P	-	
Community cultural facility	P	-	
Community garden	P	C	17.20.6.175
Public safety facility	P	P	
Worship facility	P	-	17.20.6.180
Health care clinic	P	-	
Health care facility	C	-	
Health care sales and services	P	-	
Commercial education facility	P	P	
Educational facility (K–12)	C	-	17.20.6.200
Educational facility (higher education)	C	-	
Instructional facility	P	P	
Composting facility	-	C	17.20.6.210
Recycling center	-	C	17.20.6.220
Solid waste transfer station	-	C	17.20.6.230
Amateur radio station	-	-	17.20.6.240
Telecommunication facility			17.20.6.250
Concealed facility	P	P	
Unconcealed facility	C	P	
Co-located facility	C	P	
Utility installation	C	C	
Airport	-	-	
Bus transit terminal	C	P	
Heli-pad	C	P	17.20.6.260

Parking lot, principal use	P	P	
Parking structure	P	P	
Railroad yard	-	P	
Taxi cab dispatch terminal	P	P	
Contractor yard, type I	P	P	17.20.6.270
Contractor yard, type II	C	P	17.20.6.280
Artisan shop	P	P	
Industrial, heavy	-	-	
Industrial, light	-	P	
Industrial park	-	P	
Junkyard	-	C	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

- 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 (Ord. No. 3056, § 1, 8-17-2010; Ord. No. 3068, § 2, 4-5-2011; Ord. No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012; Ord. 3166, 2017; Ord. 3221 , 2020)

Exhibit 20-2. Accessory uses by district

Use	M-2	I-1	Special Standards
Accessory living space	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	-	P	17.20.7.100
Wind-powered electricity systems	P	P	17.20.7.110

- The use is not permitted in the district

C The use is allowed in the district through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 7 of this chapter, as appropriate

(Ord. No. 3034, § 1, 7-21-2009; Ord. No. 3056, § 1, 8-17-2010; Ord. No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012)

Exhibit 20-3. Temporary uses by district (see 17.20.8.010 for Special Standards)

Use	M-2	I-1	Special Standards
Garage sales	P	P	17.20.8.015
Itinerant outdoor sales	P	C	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	-	P	
Sidewalk café	P	-	17.20.8.050
Sidewalk food vendor	P	-	17.20.8.060

- The use is not permitted in the district

C The use is allowed in the district through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 8 of this chapter, as appropriate

(Ord. No. 3056, § 1, 8-17-2010; Ord. 3221 , 2020

Exhibit 20-4 (continued). Development standards for other zoning districts

	M-1	M-2	C-1	C-2	C-3	C-4	C-5	PLI	GFIA	I-1	I-2
Residential density	500 sq. feet of lot area per dwelling unit	500 sq. feet of lot area per dwelling unit	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Minimum lot size for newly created lots	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet
Minimum lot width for newly created lots	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet
Lot proportion for newly created lots (maximum depth to width)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	3:1	3:1
Maximum building height of principal building	65 feet except as follows: 35 feet within 200 feet of an R-1, R-2, R-3 district; 45 feet	65 feet except as follows: 35 feet within 200 feet of an R-1, R-2, R-3 district; 45 feet	35 feet	65 feet	50 feet	100 feet by right; 101 feet to 160 feet as conditional use	55 feet	100 feet by right; 101 feet to 160 feet as conditional use, except as follows; in	65 feet	45 feet	none

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(Supp. No. 16)

	when within 200 feet to 350 feet of an R-1, R-2, R-3 district; and 65 feet when more than 350 feet from an R-1, R-2, R-3 district	when within 200 feet to 350 feet of an R-1, R-2, R-3 district; and 65 feet when more than 350 feet from an R-1, R-2, R-3 district						the proposed medical district master plan area, 160 feet by right			
Maximum building height of accessory building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	n/a	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	35 feet	none
Minimum front yard setback of principal and accessory buildings	none	Existing Industrial: 20 feet	15 feet	none	25 feet	none	15 feet	25 feet	25 feet	20 feet	10 feet
Minimum side yard setback of principal	Commercial: none Residential: none	Commercial: none Residential: 5 feet each	10 feet each side	10 feet each side	15 feet each side	none	10 feet each side	10 feet each side	none	10 feet each side	10 feet each side, 15 feet

and accessory buildings	5 feet each side	side Existing Industrial: 15 feet each side									when side yard abuts a non-industrial zoning district
Minimum rear yard setback of principal and accessory buildings	10 feet	10 feet	15 feet	1/10 of lot depth but not less than 1/10 of building height	1/10 of lot depth but not less than 1/10 of building height	none	1/10 of lot depth but not less than 1/10 of building height	1/10 of lot depth but not less than 1/10 of building height	none	5 feet	5 feet
Maximum lot coverage of principal and accessory buildings	Corner lot: 70% Other lots: 65%	Corner lot: 70% Other lots: 65%	Corner lot: 50% Other lots: 40%	Corner lot: 70% Other lots: 60%	Corner lot: 70% Other lots: 60%	100%	Corner lot: 70% Other lots: 60%	Corner lot: 70% Other lots: 60%	none	Corner lot: 85% Other lots: 70%	Corner lot: 85% Other lots: 70%

(Ord. 3232 , 2021; Ord. No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012)



Commission Meeting Date: March 7, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10495, To establish Golf Fees for Eagle Falls Golf Club and Anaconda Hills Golf Course

From: Park and Recreation

Initiated By: Great Falls Golf LLC

Presented By: Steve Herrig, Park and Recreation Director

Action Requested: Conduct Public Hearing

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10495, to establish Golf Fees for Eagle Falls Golf Club and Anaconda Hills Golf Course.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends that the City Commission adopt Resolution 10495 Golf Fees. Resolution 10495 would repeal Resolution 10443 and set a new fee structure beginning with the 2023 golf season.

Background: In an effort to maintain current operations, anticipate future demands, and promote the golfing community, fees need to be established that will help offset expenditures relating to operation, administration, equipment replacement, capital-improvement, debt, and labor costs associated with the Eagle Falls Golf Club (EF) and Anaconda Hills Golf Course (AH). Fees have not been increased since March 1, 2022, and therefore, Great Falls Golf LLC, along with staff recommends, the following:

**Eagle Falls Golf Club
2023 Proposed Pricing**

<u>Category</u>	<u>Item Description</u>	<u>2022</u>	<u>2023 Proposal</u>	<u>% Increase</u>
Green Fees				
	Monday - Friday			
	Weekday 18 Holes	\$35.00	\$37.00	5.8%
	Weekday Mid-Day Rate	\$22.00	\$24.00	9.1%
	Weekday Twilight Rate	\$20.00	\$22.00	10.0%
	Weekday 9 Holes	\$22.00	\$24.00	9.1%
	Saturday - Sunday			
	Weekend 18 Holes	\$38.00	\$40.00	5.3%
	Weekend Mid-Day Rate	\$26.00	\$30.00	15.4%
	Weekend Twilight Rate	\$20.00	\$22.00	10.0%
	Weekend 9 Holes	\$22.00	\$24.00	9.1%
Cart Fees				
	18-Holes	\$16.00	\$17.00	6.3%
	Mid-Day	\$13.00	\$14.00	7.7%
	TW Rate / 9-Holes	\$10.00	\$11.00	10.0%
Range Fees				
	Small	\$4.00	\$5.00	25.0%
	Large	\$8.00	\$9.00	12.5%
Other				
	Rental Clubs	\$15.00	\$15.00	0.0%
	Push Carts	\$5.00	\$5.00	0.0%
	Cart Storage - Gas	\$275.00	\$285.00	3.7%
	Cart Storage - Electric	\$320.00	\$335.00	4.7%

Anaconda Hills Golf Course

2023 Proposed Pricing

<u>Category</u>	<u>Item Description</u>	<u>2022</u>	<u>2023 Proposal</u>	<u>% Increase</u>
Green Fees				
	Monday - Friday			
	Weekday 18 Holes	\$30.00	\$33.00	10.0%
	Weekday Mid-Day Rate	\$20.00	\$24.00	20.0%
	Weekday Twilight Rate	\$20.00	\$22.00	10.0%
	Weekday 9 Holes	\$20.00	\$23.00	15.0%
	Saturday - Sunday			
	Weekend 18 Holes	\$34.00	\$37.00	8.9%
	Weekend Mid-Day Rate	\$23.00	\$27.00	17.4%
	Weekend Twilight Rate	\$20.00	\$22.00	10.0%
	Weekend 9 Holes	\$22.00	\$24.00	9.1%
Cart Fees				
	18-Holes	\$16.00	\$17.00	6.3%
	Mid-Day	\$13.00	\$14.00	7.7%

	TW Rate / 9-Holes	\$10.00	\$11.00	10.0%
Range Fees				
	Small	\$4.00	\$5.00	25.0%
	Large	\$8.00	\$9.00	12.5%
Membership				
Other				
	Rental Clubs	\$15.00	\$15.00	0.0%

**Great Falls Golf Passes
2023 Proposed Pricing**

Category	Item Description	2022 Price	2023 Proposal	% Increase
Membership				
Eagle Falls	Adult Full	\$730.00	\$760.00	4.1%
	Adult Weekday Only	\$585.00	\$610.00	4.3%
	Junior Full	\$235.00	\$235.00	0.0%
	Junior Weekday only	\$185.00	\$185.00	0.0%
Anaconda				
	Adult Full	\$665.00	\$695.00	4.6%
	Adult Weekday Only	\$485.00	\$510.00	5.2%
	Junior Full	\$215.00	\$215.00	0.0%
	Junior Weekday only	\$175.00	\$175.00	0.0%
Joint Passes				
	Adult Full	\$850.00	\$889.00	4.6%
	Adult Weekday Only	\$660.00	\$689.00	4.4%
	Junior Full	\$260.00	\$260.00	0.0%
	Junior Weekday only	\$200.00	\$200.00	0.0%
Carts				
	Daily Trail Fee	\$16.00	\$17.00	6.3%
	Season Trail Fee	\$340.00	\$354.00	4.2%
	Annual Cart Plan	\$799.00	\$835.00	4.5%

Fiscal Impact: The fiscal impact is undetermined at this time.

Alternatives: An alternative would be to not increase golf course fees.

Attachments/Exhibits: Resolution 10495

RESOLUTION NO. 10495

A RESOLUTION TO ESTABLISH GOLF FEES FOR EAGLE FALLS GOLF CLUB AND ANACONDA HILLS GOLF COURSE

WHEREAS, the Park and Recreation Department’s primary focus, in partnership with Great Falls Golf LLC is to enhance the overall health and livability of our community; and

WHEREAS, the Great Falls Golf LLC staff, with support from the Great Falls Park and Recreation staff, have strived to operate quality facilities and programs at affordable prices and promote an extraordinary golfing experience in our community over the past 4 years; and

WHEREAS, the City Commission adopted Resolution 10443, “A Resolution to Establish Golf Fees for Eagle Falls Golf Club and Anaconda Hills Golf Course” on March 1, 2022; and

WHEREAS, having considered the cost of operation, administration, and maintenance of both golf courses under the responsibility and care of the Great Falls Golf LLC over the four years, it was understood that adjustments to fees would be forthcoming; and

WHEREAS, a notice of the Resolution to Establish Golf Course Fees was published in the *Great Falls Tribune*, a newspaper of general circulation in Cascade County, on February 26, 2023, and March 5, 2023, in the form and manner prescribed by MCA Section 7-1-4127; and

WHEREAS, the City Commission conducted a public hearing during a regular scheduled meeting of the City Commission on March 7, 2023, at the Civic Center, 2 Park Drive South, Commission Chambers Room 206, Great Falls, Montana, at 7:00 p.m., and did consider costs and public comment regarding the establishment of golf fees for Eagle Falls Golf Club and Anaconda Hills Golf Course.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, that the fee structure for season passes, trails, greens, cart storage and rental are hereby established as follows:

Eagle Falls Golf Club 2023 Proposed Pricing			
Category	Item Description	2022	2023 Proposal
Green Fees			
	Monday - Friday		
	Weekday 18 Holes	\$35.00	\$37.00
	Weekday Mid-Day Rate	\$22.00	\$24.00
	Weekday Twilight Rate	\$20.00	\$22.00
	Weekday 9 Holes	\$22.00	\$24.00
	Saturday - Sunday		

	Weekend 18 Holes	\$38.00	\$40.00
	Weekend Mid-Day Rate	\$26.00	\$30.00
	Weekend Twilight Rate	\$20.00	\$22.00
	Weekend 9 Holes	\$22.00	\$24.00
Cart Fees			
	18-Holes	\$16.00	\$17.00
	Mid-Day	\$13.00	\$14.00
	TW Rate / 9-Holes	\$10.00	\$11.00
Range Fees			
	Small	\$4.00	\$5.00
	Large	\$8.00	\$9.00
Other			
	Rental Clubs	\$15.00	\$15.00
	Push Carts	\$5.00	\$5.00
	Cart Storage - Gas	\$275.00	\$285.00
	Cart Storage - Electric	\$320.00	\$335.00
Anaconda Hills 2023 Proposed Pricing			
Category	Item Description	2022	2023 Proposal
Green Fees			
	Monday - Friday		
	Weekday 18 Holes	\$30.00	\$33.00
	Weekday Mid-Day Rate	\$20.00	\$24.00
	Weekday Twilight Rate	\$20.00	\$22.00
	Weekday 9 Holes	\$20.00	\$23.00
	Saturday - Sunday		
	Weekend 18 Holes	\$34.00	\$37.00
	Weekend Mid-Day Rate	\$23.00	\$27.00
	Weekend Twilight Rate	\$20.00	\$22.00
	Weekend 9 Holes	\$22.00	\$24.00
Cart Fees			
	18-Holes	\$16.00	\$17.00
	Mid-Day	\$13.00	\$14.00
	TW Rate / 9-Holes	\$10.00	\$11.00
Range Fees			
	Small	\$4.00	\$5.00
	Large	\$8.00	\$9.00
Other			
	Rental Clubs	\$15.00	\$15.00
Great Falls Golf Passes 2023 Proposed Pricing			

Eagle Falls	Adult Full	\$730.00	\$760.00
	Adult Weekday Only	\$585.00	\$610.00
	Junior Full	\$235.00	\$235.00
	Junior Weekday only	\$185.00	\$185.00
Anaconda	Adult Full	\$665.00	\$695.00
	Adult Weekday Only	\$485.00	\$510.00
	Junior Full	\$215.00	\$215.00
	Junior Weekday only	\$175.00	\$175.00
Joint Passes	Adult Full	\$850.00	\$889.00
	Adult Weekday Only	\$660.00	\$689.00
	Junior Full	\$260.00	\$260.00
	Junior Weekday only	\$200.00	\$200.00
Carts	Daily Trail Fee	\$16.00	\$17.00
	Season Trail Fee	\$340.00	\$354.00
	Annual Cart Plan	\$799.00	\$835.00
<u>Category</u>	<u>Item Description</u>	<u>2022</u>	<u>2023 Proposal</u>

BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA that Resolution 10443 is hereby repealed.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 7th day of March, 2023.

ATTEST:

Lisa Kunz, City Clerk

Bob Kelly, Mayor

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney



Commission Meeting Date: March 7, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10500, Submitting to the electors the questions of permanently increasing the mill levies of the City to pay costs of Public Safety Services, including operation, maintenance and certain capital costs of the Police Department, Fire Department, City Attorney and Municipal Court Services and related Public Safety expenses.

From: Chuck Anderson, Deputy City Manager

Initiated By: City Commission

Presented By: Chuck Anderson, Deputy City Manager

Action Requested: Adopt Resolution 10500

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10500.”

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

Staff Recommendation: Staff recommends adoption of Resolution 10500.

Summary: If adopted, Resolution 10500 will call and direct that a special City election be held on November 7, 2023 and will approve the ballot language that will be used for said election.

The question being proposed to the registered voters of the City is set forth as follows:

Shall the City Commission of the City of Great Falls, Montana (the “City”) be authorized to levy mills for the purpose of paying costs of public safety services, including operations, maintenance and certain capital costs of the police department, fire department, city attorney and municipal court services and related public safety expenses?

If this mill levy proposition is passed, the City will be authorized to levy permanently up to 103.75 mills per year, to raise approximately \$10,717,305. Based on the current taxable value of the City, the property taxes on a home with an assessed market value for tax purposes of \$100,000 would increase by \$140.06 per year and property taxes on a home with an assessed market value for tax purposes of \$200,000 would increase by \$280.11 per year.

Background: In April 2021, the City Commission established the Great Falls Crime Task Force through Resolution 10395. The primary purpose of the Great Falls Crime Task Force (the “Task Force”), was to study, review, evaluate, and make recommendations to the City Commission, City Manager, and general public on strategies to address crime. The Committee’s findings will include specifics and actionable recommendations that are within the scope, authority, and financial ability of the City Commission, City Manager, and general public.

The Task Force provided numerous recommendations under the categories of Resources for Local Criminal Justice System, Communication and Education, Consequences, and Partnerships and Collaboration.

After receipt of the Task Force findings, the Commission further summarized findings into action items identified as:

- A) Recommendations that can be supported with Great Falls Police Department or City budget allocations
- B) Recommendations that will impact current GFPD and /or City budget
- C) Unfunded Recommendations. The proposed Public Safety Levy includes items detailed in Unfunded Recommendations as they relate to the Great Falls Police Department, City Attorney’s Office and Municipal Court.

Upon further discussion with the City Commission, there was general recognition that the City’s broader public safety response posture has been inadequate, and is unable to service current and future needs of a growing community. Over several work sessions, community discussions, and annual budget adoption processes, the Commission concluded that the General Fund, capped by a statewide property tax cap, would never be able to sufficiently meet the service level desired by taxpayers and fund the broad continuum of public safety needs across fire, police, court, and legal departments.

Multiple Work Sessions were conducted in 2022 and the beginning of 2023 with Departments presenting their public safety needs based on the findings and recommendations from the Crime Task Force and the City Commission. Each department began identifying their “Good, Better, Best Scenarios” in the event that a Public Safety Levy was requested. On November 15, 2022, these Scenarios were presented to the Commission and provided specific detail on the departments’ requests and initial cost ranges for each of the options:

- GOOD: \$10M - \$12M
- BETTER: \$22M - \$25M
- BEST: \$33M - \$36M

During the Work Session on January 3, 2023 the Commission’s general consensus was to focus on using \$12 million for the operational needs for legal, court, fire and police and have a portion identified for the capital needs. The 2023 Great Falls Public Safety Levy Summary providing a breakdown of the Operational and Capital Requests from each Department was prepared and provided to the Commission on January 17, 2023. The department breakdown for operational needs:

Department	Operational Needs
Fire Department	\$5,283,560

Police Department	\$4,676,745
Municipal Court	\$232,000
Legal Department	\$525,000
Total Request	\$10,717,305

The proposed ballot language was discussed during the February 7, 2023 meeting and the Commission suggested minor edits to the language. One proposed change to the ballot language was to add two additional School Resource Officers to the levy request. This increased the operational needs request for the Police Department by \$230,465.

The City was unsuccessful in a Public Safety Levy request in 2009 and has been operating under static budgets while the footprint of the community continues to grow. The last voter approved safety request was in the late 1960’s when voters approved a General Obligation Bond for the construction of the four current fire stations and a fire training center.

Further discussions on capital needs identified by the departments will be scheduled for a future Work Session and could result in an additional request for the voters to consider.

Fiscal Impact: Based on the current taxable value of the City, the property taxes on a home with an assessed market value for tax purposes of \$100,000 would increase by \$140.06 per year and property taxes on a home with an assessed market value for tax purposes of \$200,000 would increase by \$280.11 per year.

Alternatives: The Commission could request changes to the proposed language or choose not to send the levy question to the ballot for the November election.

Concurrences: City Manager’s Office, Attorney’s Office, Municipal Court, Police and Fire Departments.

Attachments/Exhibits:
 Resolution 10500
 Operational Request Summary

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and appointed City Clerk of the City of Great Falls, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "A RESOLUTION OF THE CITY COMMISSION SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF GREAT FALLS, MONTANA, THE QUESTION OF PERMANENTLY INCREASING MILL LEVIES OF THE CITY TO PAY COSTS OF PUBLIC SAFETY SERVICES, INCLUDING OPERATION, MAINTENANCE AND CERTAIN CAPITAL COSTS OF THE POLICE DEPARTMENT, FIRE DEPARTMENT, CITY ATTORNEY AND MUNICIPAL COURT SERVICES AND RELATED PUBLIC SAFETY EXPENSES" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission at a regular meeting on March 7, 2023, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand officially this 7th day of March, 2023.

Lisa Kunz, City Clerk

RESOLUTION NO. 10500

A RESOLUTION OF THE CITY COMMISSION SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF GREAT FALLS, MONTANA, THE QUESTION OF PERMANENTLY INCREASING MILL LEVIES OF THE CITY TO PAY COSTS OF PUBLIC SAFETY SERVICES, INCLUDING OPERATION, MAINTENANCE AND CERTAIN CAPITAL COSTS OF THE POLICE DEPARTMENT, FIRE DEPARTMENT, CITY ATTORNEY AND MUNICIPAL COURT SERVICES AND RELATED PUBLIC SAFETY EXPENSES

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

Section 1. Recitals.

1.01. Authorization. Pursuant to Sections 7-6-4431 and 15-10-425, Montana Code Annotated (“MCA”), the Commission is authorized to increase its mill levies for a specific purpose by conducting a mill levy election as prescribed by law.

1.02. Proposed Services; Mill Levy. The Commission has determined that the City’s current mill levy authority is inadequate to fund current and future public safety services necessary for a growing community. The Commission has therefore determined that it is in the best interests of the City to seek authority for a permanent mill levy increase to pay costs of public safety services, including operation, maintenance and certain capital costs of the police department, fire department, city attorney and municipal court services and related public safety expenses by presenting to the voters a mill levy question. If the mill levy question passes, the City intends to levy the additional mills approved by the voters and will create a separate fund or account for such mill levy, deposit therein the mill levy receipts attributable to the mill levy, and apply the receipts to pay the costs described in the mill levy question.

Section 2. Calling of the Election. The Commission hereby calls and directs that a special City election be held on November 7, 2023, to be conducted in accordance with the provisions of Title 13, Chapter 19, Parts 1-3, MCA, for the purpose of voting on the following question:

Shall the City Commission of the City of Great Falls, Montana (the “City”) be authorized to levy mills for the purpose of paying costs of public safety services, including operations, maintenance and certain capital costs of the police department, fire department, city attorney and municipal court services and related public safety expenses?

If this mill levy proposition is passed, the City will be authorized to levy permanently up to 103.75 mills per year, to raise approximately \$10,717,305. Based on the current taxable value of the City, the property taxes on a home with an assessed market value for tax purposes of \$100,000 would increase by \$140.06 per year and property taxes on a home with an assessed market value for tax purposes of \$200,000 would increase by \$280.11 per year.

Section 3. Conduct of Election. All qualified electors of the City shall be entitled to vote at the mill levy election. The City Clerk is hereby authorized and directed to give notice of the call and details of this election to the Cascade County Election Administrator promptly, and in any event on or the before the date required by the Cascade County Election Administrator, to inform the Cascade County Election Administrator of the details of the special election and the pertinent requests and authorizations as to the conduct of the special election. The Cascade County Election Administrator is requested to give notice of the close of registration and thereafter prepare printed lists of the qualified electors in the City entitled to vote in the election in the City and to conduct the election in the form and manner prescribed by law and consistent with the mail ballot plan.

Section 4. Notice of Election. The City Clerk is hereby authorized and requested to cause notice of the call and holding of the election to be given by publishing notice at least three times, no earlier than 40 days and no later than 10 days before the election, in the *Great Falls Tribune*, a newspaper of general circulation in Cascade County. The notice of election as published shall read substantially as shown on Exhibit A hereto (which is incorporated by reference and made a part hereof).

Section 5. Form of Ballot. The ballot shall be printed in substantially the following form:

FORM OF OFFICIAL BALLOT
CITY OF GREAT FALLS, MONTANA

MILL LEVY ELECTION
TO BE CONDUCTED ON
NOVEMBER 7, 2023

INSTRUCTIONS TO VOTERS: Completely fill in the oval using a blue or black ink pen before the words “MILL LEVY—YES” if you wish to vote for the mill levy; if you are opposed to the mill levy, completely fill in the oval using a blue or black ink pen before the words “MILL LEVY—NO.”

Shall the City Commission of the City of Great Falls, Montana (the “City”) be authorized to levy mills for the purpose of paying costs of public safety services, including operations, maintenance and certain capital costs of the police department, fire department, city attorney and municipal court services and related public safety expenses?

If this mill levy proposition is passed, the City will be authorized to levy permanently up to 103.75 mills per year, to raise approximately \$10,717,305. Based on the current taxable value of the City, the property taxes on a home with an assessed market value for tax purposes of \$100,000 would increase by \$140.06 per year and property taxes on a home with an assessed market value for tax purposes of \$200,000 would increase by \$280.11 per year.

- MILL LEVY – YES
- MILL LEVY – NO

ADOPTED by the City Commission of Great Falls, Montana, this 7th day of March, 2023.

CITY OF GREAT FALLS, MONTANA

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

EXHIBIT A

NOTICE OF MILL LEVY ELECTION
 City of Great Falls, Montana
 November 7, 2023

NOTICE IS HEREBY GIVEN by the City Commission of the City of Great Falls, Montana (the “City”), that pursuant to a certain resolution duly adopted at a regular meeting of the Commission on March 7, 2023, a special election of the registered voters of the City will be held on November 7, 2023, for the purpose of voting on the following question:

Shall the City Commission of the City of Great Falls, Montana (the “City”) be authorized to levy mills for the purpose of paying costs of public safety services, including operations, maintenance and certain capital costs of the police department, fire department, city attorney and municipal court services and related public safety expenses?

If this mill levy proposition is passed, the City will be authorized to levy permanently up to 103.75 mills per year, to raise approximately \$10,717,305. Based on the current taxable value of the City, the property taxes on a home with an assessed market value for tax purposes of \$100,000 would increase by \$140.06 per year and property taxes on a home with an assessed market value for tax purposes of \$200,000 would increase by \$280.11 per year.

The election will be conducted solely by mail ballot. Ballots will be mailed to all eligible registered electors on October 18, 2023, and must be returned by each voter (1) by mail, to the Cascade County Election Administrator, P.O. Box 2305, Great Falls, MT 59403, or (2) delivered in person to the Cascade County Election Office located at 325 2nd Ave N, Room 100, in Great Falls, Montana during regular business hours (8:00 a.m. to 5:00 p.m.) weekdays (exclusive of holidays) October 19, 2023 through November 6, 2023.

If returning by mail, please use the then-prevailing first-class-postage price or one Forever Stamp. Postmark date does not apply; ballots returned by mail must be received by the 8:00 p.m. Election Day deadline to be counted.

On Election Day, November 7, 2023, the only places for deposit of voted ballots will be the office of the Cascade County Election Administrator located at Cascade County Election Office located at 325 2nd Ave N, Room 100, in Great Falls, Montana, and such other ballot drop-off locations as are identified in the election instructions provided by the Cascade County Election Administrator, which will be open from 7:00 a.m. to 8:00 p.m. All ballots will be tallied in the office of the Cascade County Election Administrator on November 7, 2023 as required by law.

A qualified voter who will be absent during the time the election is being conducted may:

(a) vote in person in the office of the Cascade County Election Administrator as soon as the ballots are available and until 8:00 p.m. on Election Day; or

(b) make a written request prior to noon on November 6, 2023, signed by the applicant and addressed to the office of the Cascade County Election Administrator requesting the ballot be mailed to an address other than that which appears on the registration records.

An elector may obtain a replacement ballot if his or her ballot is destroyed, spoiled, lost, or not received by the elector, by filling out and mailing, emailing, or faxing back a completed replacement ballot request form or by personally appearing at the office of the Cascade County Election Office located at 325 2nd Ave N, Room 100, in Great Falls.

Electors who miss the close of registration deadline may register late and vote in the election if the County Election Administrator receives and verifies the electors' voter registration information prior to 8 p.m. on November 7, 2023.

DATED this ____ day of _____, 2023.

/s/Sandra Merchant
Cascade County Election Administrator

Publish: October 8, October 15, and October 22, 2023

2023 Great Falls Public Safety Levy Summary

Department Requests as of 1/5/23

Operational Request Summary

Fire Department (Presented Work Session 12/20/22)	Proposed	Public Benefit
Operational needs		
32 Firefighters	\$3,221,837	1) Protecting life and property is a product based on time (response) and coverage (fire station distribution). The geographical footprint of the GF has almost doubled since the last time a fire station was built which was over 50 years ago. 2) Additional personnel are needed to staff a new fire company assigned to the new fire station as well as to provide additional company resources to provide for adequate personnel response to the scene of an emergency. i.e. 24/7 staffed aerial company @ FS #1 (fire/rescue focus) and staffed ambulance at FS #1 (EMS transport focus). The distribution of companies with a focus of concentration in areas of elevated call volume will provide better overall emergency coverage of the CoGF and decrease emergency response times throughout the City. 3) The establishment of an Equipment Revolving Schedule is crucial to will make sure the City is replacing old and worn out apparatus and equipment that is at the end of its service life and has safe and reliable equipment to perform our primary mission of Life Safety and Property Conservation. We currently have no mechanism in place to address this.
Initial safety equip/ PPE needed	\$403,200	
Additional driver/operators (Engineers)	\$40,443	
Additional supervisor (Captains)	\$56,379	
Paramedic in Charge	\$9,839	
Additional annual occupational physicals	\$93,000	
Additional uniforms/ PPE	\$87,619	
Additional uniform allowance	\$61,750	
Additional safety equipment	\$100,762	
Additional building maintenance	\$125,000	
Apparatus Equipment Revolving Schedule	\$941,782	
1 additional Deputy Chief of Fire Prevention	\$141,950	
Total Fire Operational Request	\$5,283,560	

Police Department (Presented Work Session 1/3/23)	Proposed	Public Benefit
Operational Needs		
22 Sworn Police Officers	\$2,440,000	Provide increased patrol coverage for crime prevention, additional proactive enforcement, response to calls and investigations.
New Officer Equipment	\$244,596	Provide required job related equipment to newly hired officers.
New Officer Training	\$46,684	Fully trained officers both from the MLEA and FTO program.
8 Patrol vehicles	\$720,000	Additional patrol vehicles required to respond to calls, conduct proactive enforcement due to an increased number of patrol officers. Great visibility and increased response times.
8 Patrol vehicles ERS	\$250,000	Appropriate maintenance, repair and replacement of patrol vehicles for effective response to calls for service.
2 911 Dispatchers	\$120,000	Provide prompt dispatch of GFFD and GFFR staffing for calls for service. Increased personnel will result in increases in radio traffic and calls for service.
Crime Analyst	\$85,000	Analyze crime data to determine crime trends for better resource allocation and directed enforcement.
Evidence Technician	\$80,000	Effective evidence management, retention and releases. Additional staffing results in an increase of evidence submissions.
Records Technician	\$60,000	Management of police records. Additional staffing results in a significant increase of records and documentation.
911 Center Work station	\$400,000	An increase of dispatchers will require an additional workstation to dispatch GFFD and GFFR personnel.
Total Police Operational Request	\$4,446,280	

2023 Great Falls Public Safety Levy Summary

Department Requests as of 1/5/23

Municipal Court (Work Session 12/6/22)		Proposed	Public Benefit
Operational Needs			
1 additional Jury Clerk	\$62,000	Work flow of Municipal Court is impacted heavily by the number of officers on the street. Requests reflect the projected impact of new GFPD officers on Judges and necessary staff support.	
1 additional Court Office Clerk	\$62,000		
1 Compliance Officer	\$72,000		
Additional furniture, fixtures, equipment & training	\$36,000		
Total Municipal Court Operational Request	\$232,000		

Legal (Work Session 12/20/22)		Proposed	Public Benefit
Operational Needs			
1 additional Prosecutor (5th)	\$125,000	Work flow of City Attorney's Office is impacted heavily by the number of officers on the street and will be affected by the addition of second municipal judge. Requests reflect the projected impact of new GFPD officers and additional municipal judge on prosecution, and necessary staff support.	
1 additional Criminal Paralegal	\$85,000		
1 additional Criminal Support staff for increase is citations	\$75,000		
1 additional Civil Paralegal	\$90,000		
1 additional Civil Support staff	\$80,000		
Prosecution management software	\$30,000		
Additional furniture, fixtures, equipment & training	\$40,000		
Total Legal Operational Request	\$525,000		
Total Operational Request	10,486,840		



Commission Meeting Date: March 7, 2023
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Proposal for a Strategic Informational Process and Community Education effort for the Great Falls Public Safety Levy

From: City Manager’s Office

Initiated By: City Commission

Presented By: Chuck Anderson, Deputy City Manager

Action Requested: Accept a proposal from The Wendt Agency for a Strategic Informational Process and the development of Community Education Services for the Great Falls Public Safety Levy

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/not accept) a proposal in the amount of \$_____ from The Wendt Agency for a Strategic Informational Process and the development of Community Education Services for the Great Falls Public Safety Levy, and authorize the City Manager to execute a professional services agreement.”
2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation:

Accept the proposal from The Wendt Agency and approve a budget amount for the agreement.

Background:

In April 2021, the City Commission established the Great Falls Crime Task Force through Resolution 10395. The primary purpose of the Great Falls Crime Task Force (the “Task Force”), was to study, review, evaluate, and make recommendations to the City Commission, City Manager, and general public on strategies to address crime. The Committee’s findings were to include specifics and actionable recommendations that are within the scope, authority, and financial ability of the City Commission, City Manager, and general public.

The Task Force provided numerous recommendations under the categories of Resources for Local Criminal Justice System, Communication and Education, Consequences, and Partnerships and Collaboration.

After receipt of the Task Force findings, the Commission further summarized findings into actions items identified as:

- A) Recommendations that can be supported with Great Falls Police Department or City budget allocations
- B) Recommendations that will impact current GFPD and /or City budget
- C) Unfunded Recommendations; The proposed Public Safety Levy includes items detailed in Unfunded Recommendations as they relate to the Great Falls Police Department, City Attorney’s Office and Municipal Court.

Upon further discussion among the City Commission, there was general recognition that the City’s broader public safety response posture was inadequate to service current and future city development and the community’s growing population. The Commission discussed the need for additional financial support to meet the needs of the Public Safety Continuum including a more expansive Public Safety Levy to meet continuum needs.

During a Work Session on July 19, 2022, the Commission, through general consensus, recommended staff find a strategist to assist the city with a communication and education plan for public safety and the potential levy.

In Mid-December, the city issued a Request for Proposals for Great Falls Public Safety Levy – Community Education Program with a primary goal to effectively provide taxpayer information on the Public Safety Levy proposal. The request included a three-tiered budget proposal with the service packages as follows:

TIER 1 BUDGET: \$50,000

- \$20,000 - creative/account services/research
- \$30,000 - social strategy/management, public relations outreach, content development

TACTICS WILL INCLUDE:

- Research: Discovery session
- Creative message development
- Content development
- Toolkit
- Presentation, poster, flyer templates
- Paid social media campaign
- Public relations tactics: Key talking points, press release (1), guest editorial (1), limited organic social posts, speaking engagements (1-2)

TIER 2 BUDGET: \$100,000

- \$35,000 - creative/account services/research
- \$65,000 - paid media, social strategy/management, public relations outreach, content development, graphic video development, website landing page

TACTICS WILL INCLUDE:

- Research: Discovery session with focus groups
- Creative message development
- Content development

- Toolkit
- Presentation, poster, flyer templates
- Website landing page
- Paid social media: Extended campaigns
- Public relations tactics: Key talking points, press releases(2), guest editorials (2), limited organic social posts, radio/TV interviews (1-2), speaking engagements, blog posts (2-3)
- Paid digital media: Google AdWords, programmatic banner ads, HTML email {1}, online video/digital video
- Targeting into audience interests/behavior
- Geo-targeting

TIER 3 BUDGET: \$150,000

- \$60,000 - creative/account services/research
- \$90,000 - paid media, social strategy/management, public relations outreach, content development, graphic video development, website landing page, direct mail strategy, custom video and photography

TACTICS WILL INCLUDE:

- Research: Discovery session with focus groups and phone survey
- Creative message development
- Content development
- Toolkit
 - Presentation, poster, flyer templates
- Website landing page
- Paid social media: Extended and more robust campaigns
- PR tactics: Key talking points, press releases (2-3), guest editorials (3), robust organic social, radio/TV interviews (3-5), speaking engagements, blog posts (3-5), community and event partnerships, organic storytelling through internal communications
- Paid digital:
 - Google Ad Words, programmatic banner ads, HTML email (2), online video/digital video, YouTube, native content (paid editorial), social mirroring (leveraging existing social media posts across other websites)
- Opportunity for more frequent and longer lasting campaigns across all digital media
- Ability to do even deeper targeting into interests and behaviors
- Ability to drill even deeper into geo-targeting, precinct level
- Broadcast and streaming TV placement
- Direct mail campaign using precinct data
- Video shoot and photography

Evaluation and Selection Process:

After the RFP was posted on the City’s website, one proposal was received from The Wendt Agency prior to the closing date of January 6, 2023. During the Commission Work Session on February 21, 2023 The Wendt Agency presented their proposal to the City Commission.

Fiscal Impact: Funding for this project will come from General Fund balance.

Alternatives: The City Commission could choose not to accept the proposal and rely on City Staff to provide education on the proposed Public Safety Levy.

Attachments/Exhibits:

- Request for Proposal from City
- Tiered RFP Proposal

Request for Proposals Great Falls Public Safety Levy – Community Education Program

Executive Summary

The Great Falls City Commission is considering requesting from taxpayers additional financial support for a Public Safety Levy in the fall 2023.

The continuum of Public Safety services is defined by the Commission to include the Great Falls Police Department, Great Falls Fire Rescue, Municipal Court, and the City Attorney's Office.

In April 2021, the City Commission established the Great Falls Crime Task Force through Resolution 10395. The primary purpose of the Great Falls Crime Task Force (the "Task Force"), was to study, review, evaluate, and make recommendations to the City Commission, City Manager, and general public on strategies to address crime. The Committee's findings will include specifics and actionable recommendations that are within the scope, authority, and financial ability of the City Commission, City Manager, and general public.

GF Crime Task Force Web Site: [Web Site: Crime Task Force](#)

The Commission seeks assistance to develop a strategic informational process for Great Falls residents and taxpayers in accordance with MCA 2-2-121. A public officer or public employee may not use or permit the use of public time, facilities, equipment, supplies, personnel, or funds to solicit support for or opposition to any political committee, the nomination or election of any person to public office, or the passage of a ballot issue. The desired Community Education Program focus is the impact of passage or failure of a ballot issue on state or local government operations.

Situational Analysis

The Great Falls Crime Task Force provided numerous recommendations under the categories of *Resources for Local Criminal Justice System, Communication and Education, Consequences, and Partnerships and Collaboration* ([Final Report - Great Falls Crime Task Force](#)).

After receipt of the Task Force findings, the Commission further summarized findings into actions items identified as: A) Recommendations that can be supported with Great Falls Police Department or City budget allocations B) Recommendations that will impact current GFPD and /or City budget C) Unfunded Recommendations. The proposed Public Safety Levy includes items detailed in Unfunded Recommendations as they relate to the Great Falls Police Department, City Attorney's Office and Municipal Court.

Upon further discussion with the City Commission, there was general recognition that the City's broader public safety response posture is inadequate to service new city development and the

community's growing population. The Commission discussed the need for additional financial support to meet the needs of the Public Safety Continuum including a more expansive Public Safety Levy to meet continuum needs.

This past September, the City of Great Falls regressed its ISO for lack of station placement/deployment and resources personnel.

Goal

Primary Goal: Effectively provide taxpayer information on the Public Safety Levy proposal.

Objectives:

- Elected officials, appointed staff, and departments speak with one voice and one message.
- Educational efforts are conducted within state law. ([Office of Political Practices](#))
- Information and education is coordinated, structured, and delivered in a timely manner.
- Information is based on data, fact, and local experience of the affected departments.
- Provides a historical perspective on the Public Safety Continuum (fire, police, Court, legal).

Target Audience

The voting electorate of the City which includes all citizens, residents, taxpayers, and business owners of the City of Great Falls within its corporate limits.

Proposals should include potential town hall, focus group and/or polling efforts to assess voter support/opposition to proposed levy.

Target Media

The City currently uses a variety of traditional, social media, and in-person means to disseminate public information including:

- City 190 – Local Public Access Cable Channel
- Facebook
- LinkedIn
- YouTube
- Resident Email Subscriptions
- City Website
- In-Person Public Meetings
- RSS Feeds
- Podcasts

- Neighborhood Councils

The City's Communication Specialist will be available to assist with understanding how each of these areas reach taxpayers.

Key Messages

Generally, the voting public has little understanding of Public Safety operations and often votes on the basis of property tax impact. The city of Great Falls is but one of many taxing entities that voters see on their tax bill twice per year.

The City attempted a Fire/Police Levy in 2009. The measure failed with the voters. Since then, there has been a cumulative impact on how the city provides basic services to residents measured for example:

- Response times to calls for service
- Number of personnel needed to effectively, efficiently, and safely serve residents in the Public Safety Continuum
- "Call-Backs" of employees during critical incidents
- Personnel coverage per shift
- Overtime increases
- Recruitment and retention of employees
- Limiting of certain types of service responses (both police/fire, legal)

The city's low tax growth rate has inhibited certain types of funding for the Public Safety continuum. Some employees have been added over the years, department schedules have been altered, and the City has used grants to meet critical needs. These efforts have helped but are no longer sufficient. The Commission and staff are concerned that without a change in funding, current service capacity could be further reduced, and capacity for future growth may not be met.

Timelines

The Great Falls City Commission will likely vote in January of 2023 to place a question on the November 2023 ballot, asking for additional funding for Police, Fire, Municipal Court, and the City Attorney's Office.

The timeframe includes January 2023 through November 2023.

Budget

The City Commission requests a three-tiered proposal with service packages beginning at \$50,000, to \$100,000, and finally to \$150,000. Proposals should be all inclusive, meaning that each tier is the total amount for services outlined below.

Minimum Proposal Requirements

The proposal shall include the following information:

1. Name of firm, address, contact information, and principle point of contact.
2. Names, title, and brief background of all consultants to be involved with the project.
3. Detail and experience with local government entities to provide similar services.
4. Knowledge of the city Great Falls and its local government.
5. Three Cost-Tiered Community Education Program Detail for each including:
 - Specific process that the firm will use to gather data, information, and background on the proposed levy from four separate departments;
 - How the firm will work to create “one-voice” model for elected and appointed staff involved with the education process;
 - How the firm will educate the taxpayer on proposed levy, utilizing media outreach, events, speaking engagements, social media and other means;
 - Any unique strategies and tactics that may be employed to help educate the taxpayer within Montana Code.

Proposal Due Date

Delivered to the Great Falls City Clerk’s Office, Room 102, Civic Center, P.O. Box 5021, #2 Park Drive South, Great Falls, Montana 59403 no later than 5:00 PM January 6, 2023. Please include seven hard copies.

Special Requirements

If selected, proponents need to adhere to the attached professional services agreement requirements.

City of Great Falls - Point of Contact

Greg Doyon
 City Manager
 2 Park Drive S.
 Great Falls, Montana 59405
 (406) 455-8450
gdoyon@greatfallsmt.net

TIERED BUDGET LEVELS

We have broken out our recommendations based on the three budget tiers referenced in the RFP. The suggested tactics are initial recommendations based on our understanding at this point of the project scope. We are true believers in collaboration with our partners and look forward to working with you and learning more about your goals and objectives. Once we go through our discovery process, we can modify our recommendations as needed based on prioritization of goals, timing, budget restrictions, or other opportunities that may surface.

TIER 1 BUDGET: **\$50,000**

\$20,000 – creative/account services/research

\$30,000 – social strategy/management, public relations outreach, content development

TACTICS WILL INCLUDE:

- Research: Discovery session
- Creative message development
- Content development
- Toolkit
- Presentation, poster, flyer templates
- Paid social media campaign
- Public relations tactics: Key talking points, press release (1), guest editorial (1), limited organic social posts, speaking engagements (1-2)

TIER 2 BUDGET: **\$100,000**

\$35,000 – creative/account services/research
\$65,000 – paid media, social strategy/management, public relations outreach, content development, graphic video development, website landing page

TACTICS WILL INCLUDE:

- Research: Discovery session with focus groups
- Creative message development
- Content development
- Toolkit
- Presentation, poster, flyer templates
- Website landing page
- Paid social media: Extended campaigns
- Public relations tactics: Key talking points, press releases (2), guest editorials (2), limited organic social posts, radio/TV interviews (1-2), speaking engagements, blog posts (2-3)
- Paid digital media: Google AdWords, programmatic banner ads, HTML email (1), online video/digital video
 - Targeting into audience interests/behavior
 - Geo-targeting

TIER 3 BUDGET: **\$150,000**

\$60,000 – creative/account services/research
\$90,000 – paid media, social strategy/management, public relations outreach, content development, graphic video development, website landing page, direct mail strategy, custom video and photography

TACTICS WILL INCLUDE:

- Research: Discovery session with focus groups and phone survey
- Creative message development
- Content development
- Toolkit
- Presentation, poster, flyer templates
- Website landing page
- Paid social media: Extended and more robust campaigns
- PR tactics: Key talking points, press releases (2-3), guest editorials (3), robust organic social, radio/TV interviews (3-5), speaking engagements, blog posts (3-5), community and event partnerships, organic storytelling through internal communications
- Paid digital: Google AdWords, programmatic banner ads, HTML email (2), online video/digital video, YouTube, native content (paid editorial), social mirroring (leveraging existing social media posts across other websites)
 - Opportunity for more frequent and longer lasting campaigns across all digital media
 - Ability to do even deeper targeting into interests and behaviors
 - Ability to drill even deeper into geo-targeting, precinct level
- Broadcast and streaming TV placement
- Direct mail campaign using precinct data
- Video shoot and photography