



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
September 01, 2020
7:00 PM**

UPDATES CONCERNING PROCESS OF MEETINGS

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

- Attend in person. Refrain from attending in person if you are not feeling well. The City will require social distancing at the meeting, and may limit the number of persons in the meeting room according to applicable health guidelines.
- Provide public comments via email. Comments may be sent via email before 12:00 PM on Tuesday, September 1, 2020, to: commission@greatfallsmt.net. Include the agenda item or agenda item number in the subject line, and include the name of the commenter and either an address or whether a city resident. Due to tracking and dissemination requirements, written communication must be received by that time in order to be shared with the City Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and, will be so noted in the official record of the meeting.
- Call-in. The public may call in during specific public comment periods at [406-761-4786](tel:406-761-4786). All callers will be in a queued system and are asked to remain on hold and be patient. Calls will be taken in the order in which they are received. Callers will be restricted to customary time limits. We ask for your patience in the event there are technical difficulties.
- The agenda packet material is available on the City's website: <https://greatfallsmt.net/meetings>. The Public may view and listen to the meeting on government access channel City-190, cable channel 190; or online at <https://greatfallsmt.net/livestream>.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

PETITIONS AND COMMUNICATIONS/NEIGHBORHOOD COUNCILS/BOARDS AND COMMISSIONS

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

1. Miscellaneous reports and announcements.
2. Appointment of an Alternate Member to the Ethics Committee.
3. Appointment to the Business Improvement District Board of Trustees.

CITY MANAGER

4. 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.

5. Minutes, August 18, 2020, City Commission Meeting.
6. Total Expenditures of \$4,041,147 for the period of August 4, 2020 through August 19, 2020, to include claims over \$5000, in the amount of \$3,788,001.
7. Contracts List.
8. Grants List.
9. Approve the Montana Department of Administration 2020 9-1-1 Grant in the amount of \$160,456 to upgrade the Next Generation 911 System, Contract #MT9-1-1 Grant 2020-007 and authorize the City Manager to sign the contract.
10. Approve a Professional Services Agreement with Michael Baker International, Inc. in the amount of \$160,456 and authorize the City Manager to sign the agreement.
11. Approve the final payment for the Skyline Drive NW Improvements of \$25,630.27 to United Materials of Great Falls, Inc., and \$258.89 to the State Miscellaneous Tax Fund and authorize the City Manager to execute the necessary documents and to make the payments.
12. Ratify the submission of the DCIP Grant application to OEA (Office of Economic Adjustment) for the amount of \$10,000,000 as a match for the new Aim High/Big Sky Recreation Facility.

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

PUBLIC HEARINGS

13. Resolution 10366, Authorizing the Expenditure of Funds in the Amount of \$5,050 from the West Bank Urban Renewal Tax Increment Financing District to the Great Falls Business Improvement District to Assist in the Funding of the Great Falls Wayfinding Plan. *Action: Conduct a public hearing and adopt or deny Resolution 10366. (Presented by Craig Raymond)*
14. Resolution 10363, Request from Metropolitan, LLC to use Downtown Urban Renewal District Tax Increment Financing (TIF) funds for the cost of reconstructing a public sidewalk and vault in association with a downtown redevelopment project; as well as consideration of Alternative Resolution 10363, which is the applicant's request to fund \$132,392 of improvements including interior demolition and fire protection work for the building addressed as 313 and 315 Central Avenue. *Action: Conduct a public hearing and adopt or deny Res. 10363. (Presented by Craig Raymond)*

OLD BUSINESS

NEW BUSINESS

ORDINANCES / RESOLUTIONS

15. Resolution 10367, Intention to amend and restate the Downtown Urban Renewal Plan and to approve the Civic Center project as an urban renewal project. *Action: Adopt or deny Res. 10367.*

Ordinance 3222, Approving the amended and restated urban renewal plan for the Downtown Urban Renewal District and to approve the Civic Center project as an urban renewal project. *Action: Accept or not accept Ord. 3222 on first reading and set a public hearing for October 6, 2020.*

CITY COMMISSION

16. Miscellaneous reports and announcements from the City Commission.

ADJOURNMENT

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

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

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



Meeting Date: September 1, 2020
CITY OF GREAT FALLS
AGENDA REPORT

Item: Appointment of an Alternate Member to the Ethics Committee.

From: City Manager's Office

Initiated By: City Commission

Presented By: Sara Sexe, City Attorney

Action Requested: Appoint an Alternate Member to the Ethics Committee for the remainder of a three-year term through December 31, 2022.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission appoint _____ as an Alternate Member to the Ethics Committee for the remainder of a three-year term through December 31, 2022.”

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

Summary:

On June 18, 2019 the City Commission adopted Ordinance 3201 which revised the Official Code of the City of Great Falls (OCCGF) §2.21.080 by adding one alternate member to serve on the Ethics Committee in case of a member being unavailable or unable to attend a meeting.

2.21.080 Committee Membership.

A. Subject to the provisions provided in Subsection (B.) of this part, the Committee shall consist of three (3) members and one (1) alternate member, who shall be appointed and ready to serve in the event that a Committee member is unable or unavailable to serve. The members and alternate shall be appointed by the City Commission for not more than three (3) consecutive, three-year terms. Members shall be qualified electors and residents of the City. Members shall not be City employees. As is reasonably possible, the members shall have experience and or training in the following:

1. Public administration;
2. Governmental operation;
3. Political practices; or
4. Legal practice.

B. The first appointee to the Great Falls Ethics Committee shall serve an initial term of three (3) years, the second appointee shall serve an initial term of two (2) years, and the third appointee shall serve an initial term of one (1) year. Following the expiration of these initial terms, the provisions of Subsection (A.) of this part shall apply.

City Commission, at the recommendation of the Ethics Committee, appointed John Hackwith on November 20, 2019 to serve as the Alternate Member. Mr. Hackwith was recently appointed to the Police Commission and has resigned from the Ethics Committee. Advertisement was done through the City’s Website and the local media with two applications being submitted.

During an Ethics Committee meeting on August 12, 2020 the Committee reviewed the applications and recommended the appointment of Kenneth E. Engelhardt.

Background:

The Ethics Committee was established through Ordinance 3169 and adopted by the City Commission on October 17, 2017. The purpose of the Ethics Committee is to ensure that all City officers and employees are performing their duties in compliance with the provisions of Montana Code Annotated, Title 2, Chapter 2 and the provisions of the Official Code of the City of Great Falls (OCCGF) Title 2, Chapter 21.

Committee Duties listed below were also clarified and amended through Ordinance 3201 on June 18, 2019:

2.21.100 Committee duties.

The Committee shall meet and be presented testimony regarding matters referred to it. When considering an ethics complaint, the Committee shall determine whether a complaint appears to be substantiated based on the information and testimony presented. If the Committee determines that a complaint appears to be substantiated, it may refer the matter to the Cascade County Attorney, or to the supervisor of a public employee who may be the subject of the complaint, for disposition. The Committee shall make written findings of its decision, which will be filed with the City Clerk.

Current terms for Committee members are:

| | |
|----------------|---|
| Carmen Roberts | 1/2/2018 – 12/31/2022 |
| Carl Rostad | 1/2/2018 – 12/31/2020 |
| Katrina Stark | 1/2/2018 – 12/31/2021 |
| John Hackwith | 11/20/2019 – 12/31/2022 (resigned 7/9/2020) |

Alternatives:

The Commission could choose not to appoint one of the applicants and ask City Staff to continue advertising for the alternate position.

Attachments/Exhibits:

- Application – Justin Grohs
- Application – Kenneth E. Engelhardt



**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: Ethics Committee - alternate | | Date of Application: 07-20-20 |
| Name: Justin Grohs | | |
| Home Address: 1825 2nd Ave N | | Email address: jgrohs@gfes.net |
| Home Phone: 406-868-3158 | Work Phone: 406-453-5300 | Cell Phone: 406-868-3158 |
| Occupation: General Manager | | Employer: Great Falls Emergency Services |
| 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: | | |
| Educational Background: Middlebury College, Middlebury, VT B.A. in Classical Studies Kennebec Valley Community College, Fairfield, ME, Paramedic certification | | |
| IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING: | | |
| Previous and current service activities: Medical Planning Group - Montana Special Olympics State Games 2018-2020 Private Sector Ambulance Rep - Montana State Trauma Care Committee Past President - Montana EMS Association Vice-Chair, Government Affairs Committee - American Ambulance Association | | |
| Previous and current public experience (elective or appointive): In approx 2004 I served on a group in Choteau, MT to determine the best form of local government for the town. | | |
| Membership in other community organizations: Board of Directors - Great Falls Community Food Bank Past Patrol Director - Great Falls Ski Patrol | | |

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?
Great Falls Community Food Bank

Please describe your interest in serving on this board/commission?
Civic duty and to be involved in the community

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?
As the GM for GFES, I frequently need to assess company actions to ensure the company is adhering to ethical standards promulgated by our national associations and both state and federal government oversight.

Additional comments:

Signature 

Date: 7/29/20

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

Return this form to:
City Manager's Office
P.O. Box 5021
Great Falls, MT 59403

Fax:
(406) 727-0005

Email:
kartis@greatfallsmt.net



**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: Ethics Committee | | Date of Application: 07/31/2020 |
| Name: Kenneth E. Engelhardt | | |
| Home Address: 3605 Second Street Northest, Great Falls, MT 59404 | | Email address: kengelhardt@aware-inc.org |
| Home Phone: 406-453-4674 | Work Phone: 406-868-7398 | Cell Phone: 406-868-7398 |
| Occupation: Licensed Mental Health Therapist | | Employer: AWARE Inc |
| Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain) | | |
| <p>Related experiences or background:</p> <p>Served in the US Air Force for 26 years. Investigated child abuse and neglect with DPHHS for 4.5 years. Managed a Therapeutic Group Home for teenagers. Currently serving as a Licensed Clinical Professional Counselor with AWARE at Mountain View Elementary School. I have a great deal of experience in supervising, planning, organizing, and decision-making. I have traveled the world extensively in peace and war, and have learned to appreciate diversity in all things.</p> | | |
| <p>Educational Background:</p> <p>Master's Degree, Counselor Education, Montana State University Northern Bachelor of Science Degree, Sociology, minor in Management, University of Maryland Associates of Applied Science, Security Administration, Community College of the Air Force Non-Commissioned Officer Academy, Kadena Air Base, Okinawa, Distinguished Graduate Non-Commissioned Officer Leadership School, Ellsworth, South Dakota, Distinguished Graduate High School graduate with honors, South Park High School, South Park PA</p> | | |
| IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING: | | |
| <p>Previous and current service activities:</p> <p>PLEASE REFER TO ATTACHED RESUME</p> | | |
| <p>Previous and current public experience (elective or appointive):</p> <p>PLEASE REFER TO ATTACHED RESUME</p> | | |
| <p>Membership in other community organizations:</p> <p>Founding member of the Electric City Educators, a division of the great Falls Uptown Optimist Club.</p> | | |

| | |
|---|--------------------------------|
| <p>Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?</p> | |
| <p>Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?</p> | |
| <p>Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?</p> | |
| <p>Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?</p> | |
| <p>Please describe your interest in serving on this board/commission?</p> <p>I chose to live in Great Falls 13 years ago. I have a strong desire to improve the conditions for my fellow residents. I see unlimited potential in the people, businesses, and most importantly, the children of Great Falls. I have lived a life of service and want to continue doing what I can to help others.</p> | |
| <p>Please describe your experience and/or background which you believe qualifies you for service on this board/commission?</p> <p>Through my service in the military from 1981-2007 and my life since, I have been faced with making ethical decisions daily. Although my decisions have not always been popular at the time, the results were consistently in the interest of what is right and what is best for others.</p> | |
| <p>Additional comments:</p> <p>I would be honored to serve in this position and appreciate the consideration of this application.</p> | |
| <p>Signature</p> <p>Kenneth E. Engelhardt</p> | <p>Date:</p> <p>07/31/2020</p> |

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

Return this form to:

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

Fax:
(406) 727-0005

Email:
kartis@greatfallsmt.net

KENNETH E. ENGELHARDT

3605 2nd Street Northeast
Great Falls, Montana 59404
(406) 868-7398
kengelhardt@bresnan.net

Objective: To secure a volunteer position as a member of the Ethics Committee on the Great Falls City Commission. As a 26-year military Veteran, Investigator with the Child and Family Services Division, Therapeutic Group Home Manager, and Licensed Clinical Professional Counselor in a public school, I believe my life experiences and breadth of knowledge will be an asset to Great Falls City Commission.

HIGHLIGHTS OF QUALIFICATIONS

- Licensed Clinical Professional Counselor, working for the past five school years as a Therapist with AWARE, where I created two school therapy programs from scratch, serving children and families.
- Managed a Therapeutic Group Home for teenagers, bringing a lackluster facility up to the highest standards seen by state licensing officials, referral agencies, and mental health providers.
- Worked as a Child Protection Specialist for over four years, conducting over 300 investigations into allegations of child abuse and neglect, and working with families to overcome safety issues.
- Served honorably in the US Air Force for 26 years as a police officer and shift supervisor. Managed and supervised teams of 30-125 people for over 22 years, earning individual and team awards. Counseled subordinates, conducted mission critical training, and resolved personnel issues.
- Previously employed by the University of Great Falls as Adjunct Faculty Member, Fall 2014.

EXPERIENCE

2014 – Present, Treatment Service Clinician, Roosevelt/Mountain View Elementary Schools, AWARE Inc.

- Provides individual, group, and family therapy to at-risk students and their families. Performs crisis counselling as needed during the school day. Conducts comprehensive clinical assessments, diagnoses clients in accordance with the DSM-V, prepares treatment plans and case notes. Works closely with public school teachers and staff to provide a nurturing atmosphere of trust and safety for students suffering from severe emotional disturbances.

2012 – 2014 Program Manager, Portage Place Group Home Kairos Youth Services

- Responsible for the daily operations of a six-bed therapeutic group home for severely emotionally disturbed adolescents. Directly supervised eight direct-care staff members, coordinating all scheduling and personnel issues as needed. Conducted group counseling, individual counseling, and family therapy for residents as required. Managed all financial operations in the facility.

2007 - 2011 Child Protection Specialist Department of Public Health and Human Services

- Investigated reports of child abuse and neglect. Interviewed children, family members, and service providers to determine if allegations are substantiated. Prepared legal documents and testified in court regarding child safety concerns. Worked with families and provided guidance/referrals to improve conditions for children and assisted parents in providing an environment free of abusive or neglectful conditions.

- 2000 - 2007 Flight Chief 341st Security Forces Squadron, Malmstrom AFB, Montana and
31st Security Forces Squadron, Aviano Air Base, Italy
- Managed and supervised 35-100 person teams charged with securing nuclear weapons and protection of the base populace. Responsible for training and proficiency of security forces protecting US and host nation personnel and resources. Wrote and reviewed performance appraisals, incident reports, disciplinary actions, and official correspondence. Provided mentorship and career guidance to enlisted military personnel.
- 2003 - 2004 Operations Superintendent Karshi-Khanabad Air Base, Uzbekistan
- Directly supervised 44 Airman deployed in support of Operation Enduring Freedom. Conducted and managed airborne security missions into Afghanistan, Pakistan, and other allied countries. Senior enlisted security manager responsible for security, training, and welfare of deployed forces.
- 1999 - 2000 Superintendent of Evaluations 8th Fighter Wing, Kunsan Air Base, South Korea
- Led and managed a 125-person Exercise Evaluation Team, comprised of senior experts from all aspects of the wing's F-16 fighter mission. Scripted, orchestrated, and assessed base defense and readiness exercises. Worked directly for the Inspector General to properly prepare the wing for war.
- 1995 - 1999 Flight Sergeant 319th & 320th Missile Squadrons, FE Warren AFB, Wyoming
- Managed a 36-person armed security response team for Intercontinental Ballistic Missiles through a 23,000 square mile missile complex. Responsible for training, proficiency, and safety of forces.
- 1991-1994 Quality Control Evaluator/Security Supervisor, 374th Security Police Sq., Yokota AB, Japan
- Administered written, verbal and practical evaluation tests to over 150 personnel. Served on the Base Exercise Evaluation Team, evaluating unit performance in routine and emergency situations. Supervised police officers performing security, law enforcement, and customs operations. Provided on- scene command and control during emergency operations and daily police duties.
- 1991 Operations NCO 3rd Security Police Squadron, Clark Air Base, Philippines
- Co-authored and executed evacuation plans for 15,000 people during the Mount Pinatubo volcanic eruption. Developed and secured evacuation routes key to the success of the Operation Fiery Vigil.
- 1989 - 1991 Resource Manager/Fire Team Leader 839th Missile Security Sq. Malmstrom AFB, Montana
- Managed unit budget, purchased operational supplies, and conducted cost-benefit analyses for mission requirements. Monitored fitness of security forces under the Personnel Reliability Program. Led a four-person armed response force through the 35,000 square mile Minuteman Missile complex. Provided security supervision for nuclear weapons in transit and in maintenance status.
- 1983 - 1986 Desk Sergeant 406th Security Police Squadron, Zaragoza Air Base, Spain
- Dispatched and managed police forces in a joint US-Spanish environment. Controlled access to critical alarmed facilities, completed accident/incident reports, and supervised assigned personnel.
- 1981-1983 Security Controller/Security Force Member 5072nd Air Base Group, Galena Airport, Alaska
320th Security Police Sq, Mather AFB, California
- Controlled and dispatched response forces guarding alert F-15 fighter aircraft. Monitored alarm equipment and accomplished all security reports, police blotters and incident reports. Provided security and armed response to B-52 aircraft on alert and the nuclear weapons storage area.

EDUCATION

- Masters Degree, Counselor Education, Montana State University Northern
- Bachelors of Science Degree, Sociology, minor in Management, University of Maryland
- Associates of Applied Science, Security Administration, Community College of the Air Force
- Non-Commissioned Officer Academy, Kadena Air Base, Okinawa, Distinguished Graduate
- Non-Commissioned Officer Leadership School, Ellsworth, South Dakota, Distinguished Graduate

PROFESSIONAL LICENSES

- Licensed Clinical Professional Counselor, State of Montana, September 2016, #19127

AWARDS AND RECOGNITION

- Air Force Meritorious Service Medal, with two Oak Leaf Clusters
- Air Force Commendation Medal with four Oak Leaf Clusters
- Air Force Achievement Medal with one Oak Leaf Cluster
- Joint Meritorious Unit Award with one Oak Leaf Cluster
- National Defense Service Medal with one Service Star
- Global War on Terrorism Expeditionary Medal
- Armed Forces Service Medal
- Military Outstanding Volunteer Service Medal with one Service Star
- Humanitarian Service Medal with one Service Star
- 2005 Senior Non-Commissioned Officer of the Year, 341st Security Forces Group
- 1999 Wing Staff Agency Senior Non-Commissioned Officer of the Year, 8th Fighter Wing

PROFESSIONAL REFERENCES

Cody Harvey, LCPC

Licensed Clinical Professional Counselor

(406) 318-4008

Riki Johnson Lackey, LCPC

School Counselor, Giant Springs Elementary

(406) 268-7055

Sally Seidel, LCPC

CSCT Therapist, AWARE-Inc

(406)799-0424



Commission Meeting Date: September 1, 2020

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Appointment to the Business Improvement District Board of Trustees

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Appoint one member to the Business Improvement District Board of Trustees to fill the remainder of a four-year term through June 30, 2023.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission appoint _____ to the Business Improvement District Board of Trustees to the remainder of a four-year term through June 30, 2023.”

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

Summary of Board Vacancies: Sheri Dolan recently accepted a job that is not located within the BID district so she is not eligible to remain on the Board. Advertising for citizen interest began in April 2020 for several vacancies and was advertised on the City Website and with the local media through a press release. Mr. John Barnes and Ms. Karen L. Reiff submitted applications.

BID Board Recommendation: It is recommended that the City Commission appoint an applicant to the Business Improvement District Board of Trustees to the remainder of a four-year term beginning July 21, 2020 and expiring June 30, 2023. At their meeting on August 13, 2020, the BID Board reviewed the applications from both candidates but did not make a formal recommendation. The Board discussed the fact that Mr. Barnes and recently appointed Board Member Neal Dubois would be representing the same parcel within the district, if Mr. Barnes were appointed.

Background:

The Business Improvement District Board of Trustees consists of seven members appointed by the City Commission. Members must be owners of property within the boundaries of the Business Improvement District or their personal representative, agent, or guardian (MCA §7-12-1121). The B.I.D. oversees the functions, operations, management and administration as necessary to carry out the purposes and objectives of the Business Improvement District.

During past meetings, the Board discussed the need for Board members with the following backgrounds:

- Developer/construction experience

- Finance experience
- Social media/marketing experience

Continuing members of this board are:

| | |
|---------------|-----------------------|
| Alison Fried | 2/7/2017 – 6/30/2021 |
| Jason Kunz | 7/1/2019 – 6/30/2023 |
| Max Grebe | 8/16/2016 – 6/30/2024 |
| Trista Besich | 6/3/2020 – 6/30/2024 |
| Sherrie Arey | 7/7/2020 – 6/30/2024 |
| Neal Dubois | 7/21/2020 – 6/30/2023 |

Member leaving the board is:

| | |
|-------------|----------------------|
| Sheri Dolan | 7/1/2019 – 6/30/2023 |
|-------------|----------------------|

Citizens interested in serving on the board are:

John Barnes
 Karen L Reiff

Alternatives: The City Commission could choose not to appoint one of the candidates and request staff to continue advertising for the position.

Attachments/Exhibits:

Application – John Barnes
 Application – Karen L Reiff



**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: GFBID Board | | Date of Application: 07/22/2020 | |
| Name: John Barnes | | | |
| Home Address: 3220 DOVE COURT | | Email address: PACKERS49ERS2018@GFCIL.COM | |
| Home Phone: 406-868-1524 | Work Phone: 406-315-3588 | Cell Phone: | |
| Occupation: Self - Employed | | Employer: Central Montana Land Co, LLC owner Electric City Hospitality, LLC | |
| 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 have been a business owner in Great Falls for many years Even my family was in business for over 42 years | | | |
| Educational Background: Graduated from MSU - Norman in 2005 | | | |
| IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING: | | | |
| Previous and current service activities: See Attached | | | |
| Previous and current public experience (elective or appointive): See Attached | | | |
| Membership in other community organizations: See Attached | | | |

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

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

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

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


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

See Attached

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

See Attached

Additional comments:

Signature 

Date: 07/22/2020

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

Return this form to:
City Manager's Office
P.O. Box 5021
Great Falls, MT 59403

Fax:
(406) 727-0005

Email:
kartis@greatfallsmt.net

John Barnes



07/22/2020

Business Improvement District
Open Position

Great Falls Improvement District

I am extremely interested in one of your open board positions with the Business improvement district. I have lived my entire life in Great Falls, attended College @ MSU Northern. My family came off the farm and ranch in 1971 and purchased the Red Barn and ended up being in the restaurant/hospitality business for 42 years. I have continued to be in the same business to this day. I really want to see downtown grow and flourish. I believe I bring years of experience to your board, and maybe even a fresh look on things. I think everyone that is on the board has done amazing things with improvement district and I know I could really add to that. I just turned 40 this September. I have an amazing wife who is and RN up at Benefis ICU and has worked there for 7 years. I have an amazing little girl that is 10 years old and have a 9-month-old baby boy

I have a passion for making Great Falls a great place to live, and a place where my kids will want to stay and be part of the great improvements in our community. Being around businesses my entire life, I have learned a lot and have always wanted to be part of the solution to making Great Falls a growing and prosperous community. I will bring a fresh set of eyes to the Business Improvement District. Great Falls has huge possibilities and endless ways we can make it better.

Sincerely,
John Barnes

3220 Dove Court
Great Falls, MT 59404



406-868-1524



Tracysfamilydiner@gmail.com



tracysdiner.com



JOHN BARNES

3220 Dove Court Great Falls, MT 59404 · 406-868-1524

tracysfamilydiner@gmail.com

Joan Redean
Community Director
Great Falls Business Improvement District
318 Central Ave
Great Falls, MT 59401

RESPONSES TO SEE ATTACHED QUESTIONS,

- Previous and current service activities. I spend much of my time in the community helping fellow businesses prosper, I love to help give advice and a helping hand to many local businesses. I donate a lot of time with the new Fusion Softball organization, helping to get it off the ground. My many years of experience is so helpful to many new business owners.
- Previous and current public experience. When I was in College, I helped the Eagles Club in Havre turn their club around. They were really struggling to stay afloat, so I helped and donated my time with the Eagles club Trustees. I help make the Eagles to one of the hottest spots in Havre. I like to volunteer my time and my resources to help with different community events to make sure that they are successful. I have helped with the Cascade Tavern Association over the years and have donated my time with the local softball organizations.
- Membership in other community organizations. Eagles Club Havre Great Falls Selects, Great Falls Fusion, Cascade Tavern Association, and have donated my time to events all over Great Falls for the past 20+ years. I have the experience to make events and organizations successful.
- My Interest in serving on the board/commission. I have a huge interest in serving on this board. I know with my experiences and my hard work and dedication will be a big asset to the board. I want to bring fresh blood and fresh ideas to the board. I have a passion for making Great Falls and amazing place to live and a place where my kids can grow up and not want to leave. I know I can make immediate impacts with the board and help create passion for making Great Falls a top-notch city.
- What experience and or background which you believe qualifies you for service on this board. I have owned and operated several businesses over the past 20 years, and I come from a family that came off the farm and ranch and operated successful business for 42 years. I am currently the owner of Central Montana Land Company,

LLC, Electric City Hospitality, LLC, and Tracy's Family Diner. I have the visions and the experience to help make Great Falls be the best it can be. I helped rise Tracy's back to its glory days and make it a successful Restaurant. I am exceptionally good with marketing and promoting whatever I am doing. I have a huge passion for Great Falls and a passion to make Great Falls keep moving forward. It was always my dad's goal also, to keep Great Falls a place people want to visit and a place where people want to stay. I want to keep those views and expectations my dad had going. I have a fresh viewpoint and have experiences to back it up.

I really hope you consider my board request; I want to be part of the movement that others have started and continue their heels, along with bringing fresh eyes and experience to the board. I work well with others and will help take the board to the next level.

Thank You,

John Barnes

21 April 2017

To Whom It May Concern

For over 40 years, I had the opportunity to serve with some of America's finest young men and women as the Commander of the Montana Air National Guard and Montana's Administrator for Disaster and Emergency Services. During my tenure, I witness strong leadership in others as we/they built teams to accomplish our nation and state's missions.

I share the above information to support my recommendation of Mr. John Barnes. What John has done in turning around Tracy Family Restaurant can be contributed to his understanding on how to build a team and provide the necessary leadership for success. Additionally, he quickly becoming a downtown leader and strong champion of Great Falls. John's character which will assist the Business Improvement District be even more successful. He has my confidence and support.



Brad Livingston
Great Horizon
One Community, One Great Falls
406 750-3304



**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>Business Improvement District</i> | | Date of Application: <i>7/31/20</i> |
| Name: <i>Karen L. Reiff</i> | | |
| Home Address: <i>2709 3rd Ave N. Great Falls 59401</i> | | Email address: <i>kreiff@chjw.com</i> |
| Home Phone: <i>481-2523</i> | Work Phone: <i>461-3000</i> | Cell Phone: <i>596-4130</i> |
| Occupation: <i>attorney</i> | | Employer: <i>Church, Harris, Johnson & Williams</i> |
| Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain) <i>no</i> | | |
| Related experiences or background: <i>Attorney, shareholder in CHJW, partial building owner of 114 3rd Street South, Great Falls, MT</i> | | |
| Educational Background: <i>J.D., 2003 L.L.M. Taxation, 2004</i> | | |
| IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING: | | |
| Previous and current service activities: <i>I am a former board member of the Girls & Boys Club of Cascade County. I am also a former board member of the Great Falls Public Library Foundation.</i> | | |
| Previous and current public experience (elective or appointive): | | |
| Membership in other community organizations: <i>See above.</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?

Please describe your interest in serving on this board/commission?
I'm a part owner in a downtown business and part building owner in downtown Great Falls. I'm interested in helping downtown Great Falls grow and thrive.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?
I'm an attorney working in the commercial and transactional areas of law. I am familiar with real estate and business transactions. I have experience in serving on financial committees for other volunteer boards.

Additional comments:

Signature


Date:
7/31/20

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

Return this form to:
City Manager's Office
P.O. Box 5021
Great Falls, MT 59403

Fax:
(406) 727-0005

Email:
kartis@greatfallsmt.net

JOURNAL OF COMMISSION PROCEEDINGS
August 18, 2020

Regular City Commission Meeting

Mayor Kelly presiding

CALL TO ORDER: 7:00 PM

Commission Chambers Room 206

PLEDGE OF ALLEGIANCE

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

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

- Attend in person. Refrain from attending in person if you are not feeling well. The City will require social distancing at the meeting, and may limit the number of persons in the Commission Chambers according to applicable health guidelines.
- Provide public comments via email. Comments may be sent via email before 12:00 PM on Tuesday, August 18, 2020, to: commission@greatfallsmt.net. Include the agenda item or agenda item number in the subject line, and include the name and address of the commenter. Written communication received by that time will be shared with the City Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and will be so noted in the official record of the meeting.
- Call-in. The public may call in during specific public comment periods at 406-761-4786. All callers will be in a queued system and are asked to remain on hold and be patient. Calls will be taken in the order in which they are received. Callers will be restricted to customary time limits. We ask for your patience in the event there are technical difficulties.

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

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: Commissioner Moe reported that she had a couple of phone calls, but cut off the conversations when it was clear that the subject matter pertained to the Milwaukee Depot.

Commissioner Tryon reported that he works for one of Phil Faccenda's companies, Stray Moose Productions, and that Phil Faccenda, Architect, submitted written comments and a drawing pertaining to Item 11. He further noted that Phil Faccenda does not represent Farmers Union.

PETITIONS AND COMMUNICATIONS/NEIGHBORHOOD COUNCILS/BOARDS AND COMMISSIONS

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1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Mayor Kelly read a “Happy 106th Birthday” certificate that he issued for Edward P. Bucko, Sr.

Commissioner Robinson urged citizens to complete the seven census questions at 2020Census.gov or return the census form via mail, or the Census 2020 Non-Response Follow-Up Phase (NRFU) employees would be knocking on their doors.

Kevin Westie, 602 35th Street North, expressed appreciation to all medical personnel involved in saving lives. He commented that healthcare professionals have used science to perform miracles with regard to the coronavirus, and that Governor Bullock does not trust the healthcare professionals in Montana. He suggested Governor Bullock be told to stop being an autocratic bully.

CITY MANAGER

2. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon updated the Commission on the following:

- Ground Based Strategic Deterrent (GBSD) is replacement of the Minuteman III missile system. The Air Force plans to begin military construction activities as early as 2023 at F.E. Warren AFB, Wyoming; Malmstrom AFB, Montana, in 2026; and, Minot AFB, North Dakota, in 2029. The construction start dates are pending the completion of Environmental Impact Statements for each base in accordance with federal laws and policies.

Gen. Ray, Commander of Air Force Global Strike Command, said “The Minuteman III is 50 years old; it’s past time to upgrade the missile systems. Our goal is ensure our systems remain fully safe, secure and effective in the defense of our nation and allies.”

Malmstrom Air Force Base advocates have argued that GBSD is the most cost-effective leg of the nuclear weapon triad.

At this point, it is difficult to fully understand the impact of GBSD on Montana, or Great Falls. But, with the three year increments mentioned, one can appreciate that there will be positive economic impact, opportunities for small and large businesses, and a long construction timeline, and testing before the system fully comes on line.

- On August 3, 2020 staff copied the Commission with an information request to Maclean Cameron Animal Adoption Center (MCAAC) based off MCAAC’s presentation to the City Commission on July 21st. On August 12th, Lynn Formell, Chuck Anderson and I met with MCAAC representatives. MCAAC is working on responding. Staff will present findings to the Commission after receipt of their response to aid in the discussion and provide the Commission with what it needs to bring the discussion to conclusion.

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- For the 26th consecutive year, the Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to the City of Great Falls for its Comprehensive Annual Financial Report (CAFR) for the fiscal year that ended June 30, 2019. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting.
- The Commission was provided a July 30th summary pertaining to staff's internal efforts to review and address concerns related to matters of racial discrimination of African Americans in Great Falls.

The Great Falls Police Department reviewed its policies and made some meaningful adjustments.

Subsequent to a panel meeting held June 11th titled *All Things Not Black*, representatives from the City and County have been meeting with leaders from the African American community, including a team of African American Airmen from Malmstrom Air Force Base. The meetings have occurred with the goal of improving communication between the City and its African American residents. The discussions have been informative, eye-opening, and productive. His focus has been on opening the lines of communication, building trust, and establishing relationships that will take time, patience, understanding, and effort. He believes it is also important to continually encourage members of the African American community to become more involved in local government.

Manager Doyon shared a few of his observations: Representatives from the African American community may not always collectively agree on issues of race, how to address community concerns, or even how to prioritize efforts; some longtime African American residents do not think Great Falls is racially divided; others are very upset by people who post "Support the Blue" signs on their front lawns; and, the range of sensitivity to issues of race in Great Falls is nonexistent to acute.

Whatever City administration does moving forward, or whatever policy direction may come from the Commission, it will be seen as either overactive or not enough. What may work in other communities to address race relations may not necessarily be the right approach in Great Falls. The bottom line is that we're committed to working together to determine what works best for this community.

The discussions regarding racial disparities with African Americans has exposed other concerns for other minorities, namely Native Americans. Chief Bowen has identified a need to address Native American relationships in the community. More directly, there are far more Native American residents in Great Falls than African Americans. Both

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communities have their own set of unique experiences and concerns. Chief Bowen and members of his leadership team have begun establishing lines of communication with local Tribal representatives.

- Progress at Great Falls Fire Rescue Station #4 includes demolition of the locker/bathroom area, and finished concrete cutting in both the apparatus bay and bathroom areas. New sewer line laterals are being installed. Once all rough plumbing has been completed, concrete will be poured and the first phase of the project will be complete. The next phase will begin the reconstruction of the locker/bathroom area to include all final fixtures, appliances, and finishes.
- A major electrical upgrade is scheduled to begin this Thursday at the Housing Authority. Phase I includes transformers and underground work, followed by service connection to Parkdale.

A new Housing Authority leasing manager, Walter Coutu, was hired and will begin next week.

- An announcement regarding the appointment of a new Public Works Director is forthcoming in a day or two. He expressed appreciation to Mike Judge who has served as the Interim Director, and to the engineers for their patience. His desired pathway was to hire the Director first so that person could hire the City Engineer.
- He and Deputy City Manager Anderson begin preliminary virtual interviews with five candidates for the Fire Chief position tomorrow.
- The City of Great Falls, in partnership with Malmstrom Air Force Base, applied for a \$10 million dollar Defense Community Infrastructure Program (DCIP) grant with the Department of Defense for a new indoor pool/recreational facility. The grant requires a match, which the City proposed to be \$10 million dollars using Park Maintenance District funds.

On August 10, 2020, the Office of Economic Adjustment (OEA) formally invited the City of Great Falls to submit a complete application. The formal application for the federal grant is due August 26, 2020. A final decision will be made by the Secretary of Defense by September 15, 2020.

Essential aspects of the formal application include the scope, construction-ready status, validation of cost estimates, and status of funding sources contained in the initial proposal submission. Other application elements include specific eligibility requirements, including site control and any required environmental analyses under the National Environmental

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Policy Act. Failure to meet these criteria may result in a reconsideration of the City's proposal.

The proposed facility would meet community recreational and aquatics needs that are identified in the Park and Recreation Master Plan adopted by the City Commission in November, 2016, and will help the Montana Air National Guard and Malmstrom Air Force Base meet training needs for Airmen and contribute to the quality of life for them and their families. The facility will be owned and operated by the City of Great Falls.

A concern that has come up from the community is the location. While there might be a desire to explore other locations, it needs to be kept in such a way that there is a clear and direct access from Malmstrom to make this project work. The expectation of the Department of Defense is that the facility will complement the installation.

There are critical steps that need to occur before next Wednesday. He requested that Commission members contact him tomorrow with thoughts about the preliminary Request for Proposal for architectural/engineering services.

Commissioner Tryon inquired about pool size, and suggested that a 50-meter pool would attract swim meets.

Manager Doyon responded that the City needs to keep along the lines of what was presented for funding. He doesn't believe OEA will allow the City to radically deviate from that.

Park and Recreation Director Steve Herrig added that the smaller pool is what was designed and submitted for the project. The 50-meter pool obviously meets the need of competitive swimming, but the State of Montana actually swims the shorter course of 25-yards.

Mayor Kelly expressed appreciation to Manager Doyon, Chief Bowen and others involved in reaching out and getting involved in race relations.

Commissioner Robinson commented that most people desired a 25-meter pool.

CONSENT AGENDA.

3. Minutes, August 4, 2020, City Commission Meeting.
4. Total Expenditures of \$2,725,206 for the period of July 17, 2020 through August 5, 2020, to include claims over \$5,000, in the amount of \$2,460,309.
5. Contracts List.
6. Approve a Memorandum of Understanding between Montana Counterdrug Joint Task Force and Russell Country Drug Task Force.

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7. Approve a Professional Services Agreement in the amount of \$187,868 to TD&H, for the Sewage Lift Station No. 1 River Crossing Feasibility Study, and authorize the City Manager to execute the agreement documents. **OF 1758**
8. Approve the final payment for the Septage Receiving Station project, to Ed Boland Construction in the amount of \$23,598.62 and \$238.37 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments. **OF 1731.1**
9. Approve the purchase of water meter equipment for the 2021 Fiscal Year from Ferguson Enterprises, Inc. in an amount not to exceed \$230,000.

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

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

Appearing telephonically was **John Hubbard**, City resident, commenting that the focus should be on getting rid of the coronavirus instead of building a new swimming pool.

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

Commissioner Moe noted she received clarification from Chief Bowen that the Memorandum of Understanding in Item 6 is a template and although it implies that there will be the use of personnel for quasi police functions, including use of force, that is not the intent of the analyst position nor of the City.

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

Motion carried 5-0.

PUBLIC HEARINGS

10. **RESOLUTION 10364 and 10365, REQUESTS FROM THE DOWNTOWN DEVELOPMENT PARTNERSHIP (DDP) TO USE UP TO \$12,000 PER YEAR IN DOWNTON URBAN RENEWAL DISTRICT TAX INCREMENT FINANCING (TIF) FUNDS TO ASSIST WITH THE COST OF DDP OPERATIONS FOR FISCAL YEAR 2020 AND 2021.**

Planning and Community Development Director Craig Raymond reported that this item is consideration of an application for reimbursement for costs associated with annual operating expenses of the DDP. Tax Increment Financing is a mechanism that allows communities to use new tax dollars resulting from increasing taxable value for reinvestment within a defined geographic area in which they are derived for a period of 15 years, or up to 40 years if the incremental taxes were pledged to the repayment of a bond. The Downtown Urban Renewal Area is just one of five TIF districts within the City of Great Falls. The Downtown Urban Renewal and Tax Increment Financing District was established by the City Commission in 2012 and

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encompasses property roughly between 5th Avenue South to 3rd Avenue North and Park Drive to 10th Street.

The DDP is requesting \$12,000 for fiscal years 2020 and 2021 each in order to assist with the annual operating costs of the DDP. The DDP serves as the coordinating body for downtown development groups and includes members from the Great Falls Development Authority, the Business Improvement District, the Downtown Great Falls Association, the City of Great Falls, Great Falls Public Schools, and the Chamber of Commerce. One of the major goals of the DDP is to put the City adopted Downtown Master Plan and Downtown Urban Renewal Plan into action, thereby revitalizing the downtown creating employment, entertainment and living opportunities.

The DDP proposes to utilize the \$12,000 by covering several general expenses including National Main Street membership, International Downtown Association membership, Downtown website maintenance costs and registration for targeted conferences. The DDP originally proposed to use \$1,300 for liability insurance. The City's outside TIF counsel has stated this expense does not likely comply with allowable expenses and the \$1,300 should be budgeted into an allowable expense such as additional downtown marketing activities, event promotion or streetscape improvement activities.

In order to approve TIF reimbursement requests, it must be demonstrated that they meet the criteria recommended in the Urban Renewal Plan as well as the Montana Code Annotated. To aid in this determination, the City of Great Falls' Tax Increment Application Process established twelve specific criteria to assess the merits of the project in relation to the Plan. After review and evaluation of the project, City staff has determined that the proposed use of TIF funds qualify for funding.

Kellie Pierce, representing the Downtown Development Partnership, reported that the DDP has reviewed numerous TIF requests and made recommendations to the City Commission, and the DDP has requested TIF funds in the past to support the efforts the DDP puts forth in the revitalization of downtown. The DDP's main source of income has been from membership dues of \$1,000 per year paid by five of the 11 member entities. The \$5,000 per year operating budget does not go very far to cover the website, revitalization projects, and memberships to national and international organizations. In the past couple of years the DDP has requested the City's support of the DDP's TIF requests of \$5,000. The DDP understands the TIF funds cannot be used for insurance costs and will reallocate the funds to projects. The TIF funds will enable DDP to invest most of its partner contributions towards important revitalization projects, such as wayfinding, promotion of the Livability Magazine, and traffic signal boxes.

Mayor Kelly asked if the Commissioners had any questions.

Commissioner Robinson received clarification that the DDP will purchase liability insurance this year, and will not have to pay back the 2018 and 2019 TIF funds used to purchase liability insurance.

Mayor Kelly requested counsel's written opinion as to the logic of that change this year so that he is aware going forward of what changed or is new.

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At the request of Mayor Kelly, Kellie Pierce commented that DDP members would begin reporting to the Commission what they learned after attending national or international conferences.

Commissioner Tryon inquired and informed how the DDP arrived at the conference travel and website related figures in its budget.

Commissioner Houck commented that this is a great way to move forward and the entire community benefits from it. She is excited that wayfinding was included, and hopes the City will be lenient on signage when it gets to that point. She inquired and informed that once the allocated monies are spent the City receives receipts for the expenditures.

Mayor Kelly declared the public hearing open.

Appearing telephonically was **Brett Doney**, Great Falls Development Authority (GFDA), 405 3rd Street NW, Suite 203, commented that he is the current treasurer of the DDP and Sherrie Arey with NeighborWorks Great Falls was the prior treasurer. GFDA has provided pro-bono accounting services for the DDP for many years. He expressed excitement regarding the momentum the past 10 years for revitalizing downtown.

Shane Etzweiler, President/CEO of the Great Falls Area Chamber of Commerce, 100 1st Avenue North, commented that when he was hired in 2012 downtown didn't have an Embar, Block, Elevation or Central Meats. The momentum is continuing to build and grow. He commented that the pedlet program was an idea that came from a conference. The Mighty Mo business was up 20% after the first summer and hired additional staff for the customers outside. There are many more pedlets around downtown today. The pedlets today are what is keeping restaurants going in the midst of this pandemic. The fund helps the DDP continue to grow the momentum and continue to move forward in spite of the challenges these days.

Joan Redeen, Community Director for the Great Falls Business Improvement District, 318 Central Avenue, called in and submitted written correspondence urging the Commission's adoption of Resolutions 10364 and 10365 approving the DDP's TIF applications.

No one spoke in person or telephonically in opposition to Resolutions 10364 and 10365.

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

Commissioner Houck moved, seconded by Commissioner Robinson, that the City Commission adopt Resolution 10364 to allow the use of up to \$12,000 in Downtown Urban Renewal District Tax Increment Financing Funds for the DDP for Fiscal Year 2020.

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

Commissioner Tryon reiterated that staff's recommendation was to approve the application in the amount of \$12,000, and the \$1,300 for insurance policies would be repurposed for something else. He requested a more detailed breakdown of the expenses in the future and suggested competitive bidding for contracted services.

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

Motion carried 5-0.

Commissioner Robinson moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10365 to allow the use of up to \$12,000 in Downtown Urban Renewal District Tax Increment Financing Funds for the DDP for Fiscal Year 2021.

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

11. **ORDINANCE 3218, TO REZONE THE PROPERTY LOCATED AT 101 RIVER DRIVE NORTH AND THE ADJACENT UNADDRESSED PROPERTY LEGALLY DESCRIBED AS: TRACTS #1 AND #2 OF CERTIFICATE OF SURVEY 3607, LOCATED IN SECTIONS 2 AND 11, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA, FROM MIXED-USE TRANSITIONAL TO C-4 CENTRAL BUSINESS CORE.**

Planning and Community Development Director Craig Raymond reported that this item is a request to conduct a public hearing and to adopt Ordinance 3218 and the Findings of Fact.

The property owners and applicants, Big Sky Select Properties, LLC, have applied for a zoning map amendment to change the zoning designation of the subject property from M-2 Mixed Use Transitional to C-4 Central Business Core. The applicants intend to construct a mixed-use addition to the iconic Milwaukee Station Depot building. From a “use” standpoint, M-2 zoning generally works; however, certain elements of their desired plan would work better with the C-4 zoning because of the dimensional allowances that are more generous under C-4. Those dimensional advantages include height and off-street parking requirements. Based on the submitted application and supporting documents, City staff supports the map amendment request.

In addition to the zoning request, the applicants have been working with City staff to work out access and use easements. These easements are an essential element to the proposal. Due to the size and scope of the project, more than one access point is needed. As such, access drives through City parkland would be necessary in order to provide adequate access and egress.

The Zoning Commission conducted a public hearing and voted unanimously to recommend that the City Commission adopt Ordinance 3218, supporting the zoning map amendment and easements.

Applicant **Brion Lindseth**, Big Sky Select Properties, LLC, 202 2nd Avenue South, reported that he is one of a local group of entrepreneurs and business owners that started Big Sky Select for the purpose and goal of reinvesting in Great Falls. They have pulled together a local development

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team of L'Heureax Page Werner Architecture, Woith Engineering, Loebro Plumbing, Heating & Electrical, Rocky Mountain Hardscapes, Guy Tabacco Construction, to bring this project before the Commission. Big Sky Select is focused on implementing a premier housing project on the site and to bring the housing and commercial component to downtown Great Falls.

A recent downtown visioning study done by the Great Falls Development Authority identified as a top priority for Great Falls additional high quality housing in and around the downtown area. This is one of the needs Big Sky Select hopes to fill. The study also identified additional entertainment options, rooftop amenities, and additional event spaces. Big Sky Select's project proposes to develop 112 high quality residential units, a commercial component for not only the residents of the apartments but also the general public. Big Sky Select wants to implement the project in a way that enhances the usefulness and enjoyment of some of the local parks, as well as the waterfront.

This project also finds significant support from the Missouri River Urban Corridor Plan completed by the City. Some of the recommended focuses of the Plan were on projects that would enhance the connections between the West Bank river and the downtown area. In addition, the Plan recommended a number of appropriate and beneficial uses including apartments, multi-family residential, mixed-use residential and commercial, as well as restaurants and other entertainment facilities. Big Sky Select's project fits very well with the recent visioning study and the Missouri River Urban Corridor Plan. The Plan also recommended the City consider zoning changes that may be necessary to help facilitate developments, and encouraged the City to work with developers to implement better utilization of certain City parks to further the developments.

Dani Grebe, L'Heureax Page Werner Architecture, displayed and discussed renderings of the project to help illustrate what the project will be.

Tim Peterson, L'Heureax Page Werner Architecture, reported that after meeting and showing the Historical Preservation Advisory Commission the initial renderings, Big Sky Select changed the project colors to be more neutral based on their recommendation.

Mayor Kelly asked if the Commissioners had any questions.

Commissioner Robinson received clarification that the green line on the easement document is a 50-foot landscape easement.

Commissioner Robinson inquired if there would be any issues with ingress and egress.

Applicant Lindseth responded that he has met with the Montana Department of Transportation (MDOT) and neighboring landowners to get their input on the locations. He has evaluated a number of different possibilities. MDOT wants to maintain an adequate distance from the existing interchange. He believes this plan will be acceptable to MDOT.

Commissioner Robinson also inquired and informed that the Chicago Title area will still be accessible via stairs and elevator from the interior of the building and the parking arrangement will be similar.

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Commissioner Moe expressed concerns about parking.

Applicant Lindseth explained that, even though the requested zone change does come with a bit of relief from the parking requirements, the goal is to come as close as they can to meeting what the recommended parking requirements would be. Big Sky Select has the same concerns and wants everybody to have accessible parking. To help that equation, the lower level of the facility was made into underground parking, and there is associated parking in other areas.

Commissioner Moe estimated 101 vehicles from apartment renters would be parking there all of the time.

Applicant Lindseth explained that there are efficiencies with the time most renters would be home/away and when the other commercial uses are open/closed. He believes they have a plan in place that will accommodate parking efficiently.

Commissioner Robinson pointed out that there is almost two acres for the parking easement.

Spencer Woith, Woith Engineering, 3300 Jasper Road, reported that the proposed parking count is a total of 213 regular parking spaces plus handicap spaces, which includes the roughly 40 parking spaces in the parking garage. The zoning change allows for relaxed parking standards. However, from a development standpoint, if they don't provide for enough parking to start with they would already be starting off on the wrong foot. They used a similar Urban Land Institute parking matrix that was used at the West Bank development. He explained shared parking as different businesses in the mixed-use development that have traditional parking demands from eight to five, versus the residential parking component that has opposite parking demands.

Commissioner Moe inquired if the same numbers used for parking were used for traffic. She expressed concern about the additional traffic causing a level of dysfunction at the nearby intersection.

Director Raymond responded that staff had similar concerns. He confirmed that applicants would be going through a systems impact with the Montana Department of Transportation to get approval for the proposed access points. He is confident that the access points will be allowed because of the distance from the intersection.

Commissioner Moe inquired and informed that historic preservation is part of the City's growth policy.

Commissioner Tryon noted the empty buildings in Great Falls, and inquired what kind of market research was conducted.

Applicant Lindseth responded that both residential and commercial market research was conducted. They tailored the project and how it is set up to best match what was recommended for a successful project. Applicants believe, not only will the project be successful, but will also draw additional synergy to similar recent development downtown to give additional options to some of those other vacant properties. Applicants are excited about what the site has to offer as far as

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location, amenities, walking distance to entertainment or work at the West Bank or downtown areas. They have tailored some of the aspects of their plans to better match the desires and the needs of their target market, post-Covid as well. Based on the residential and commercial market research they believe this will be a successful project, and will help produce some synergies for the surrounding area.

Commissioner Moe expressed concern about hearing “trying” to conform to historic preservation guidelines. She inquired what obstacles were anticipated by applicant that will not have him say they would comply.

Applicant Lindseth responded that they have met with the Historic Preservation Advisory Commission and State Historic Preservation Officer, and considered and incorporated many of the suggestions. They have also looked at the Department of Interior standards, including additions to historic structures, and have incorporated many of those requirements. Applicants have not applied for any additional assistance that would require them to meet any of those standards. They hope to bring an additional commercial component and residential component to the historic area that will blend well together and not harm, but enhance, both its usefulness and its appeal to the Great Falls area.

Commissioner Moe inquired if applicant would rather not be hamstrung by historic preservation decisions made in other agencies by not applying for those funds.

Applicant Lindseth responded that they have voluntarily met with those agencies because they want to structure the project in a way that is complementary to the existing historic structure. L’Heureux Page Werner has implemented and carried over certain things from the existing Milwaukee building, but in ways that are not meant to replicate it but complement it.

Mayor Kelly asked and informed Big Sky Select Properties owns the Milwaukee Depot, and that the most recent development was done by Ted Mitchell in the 1990’s.

Commissioner Houck commented that she applauds this project and has been impressed with how it is coming together. The target population of young professionals like the idea of being able to live and work downtown. If she were here to vote, she would be in favor of this item. Due to a medical issue, Commissioner Houck was excused at 8:55 p.m.

Mayor Kelly declared the public hearing open.

Speaking in support of Ordinance 3218 were:

Appearing telephonically was **Brett Doney**, Great Falls Development Authority, 405 3rd Street NW, Suite 203. Mr. Doney noted his support of this project, and pointed out additional important things about this project were high quality housing, connects downtown to the river, and downtown to the West Bank Urban Renewal Area.

John Hubbard, City resident, called in to express support in restoring the beautiful historic building.

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Shane Etzweiler, President/CEO of the Great Falls Area Chamber of Commerce, 100 1st Avenue North, noted support for the project and the all-star team of architects and engineers. It's impressive that these are local investors that see the opportunity. They have a vested interest in making sure the project is done right and moving Great Falls forward.

Mayor Kelly noted that written correspondence was received from **Joan Redeen**, Business Improvement District, expressing support of this item, and **Phil Faccenda**, Faccenda Architects & Planners, suggesting a design for access to the building.

No one spoke in opposition to Ordinance 3218.

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

Commissioner Tryon moved, seconded by Commissioner Robinson, that the City Commission adopt Ordinance 3218 and the accompanying Findings of Fact/Basis of Decision subject to the Conditions of approval being fulfilled by the applicant.

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

Motion carried 3-1 (Commissioner Moe dissenting).

Mayor Kelly called a recess at 9:03 pm and called the meeting back to order at 9:08 p.m.

12. ORDINANCE 3220, REPEALING AND REPLACING TITLE 3 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO REVENUE AND FINANCE, AND REVIEW OF THE PROPOSED CORRESPONDING UPDATES TO THE CITY OF GREAT FALLS FINANCE POLICIES.

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

The last update to the financial policies was in December, 2004. Since then, many City departments had questions about old outdated policies. Also, the City financial software changed on July 1, 2020. Staff intended to present these policy updates before the July 1 software implementation in order to create a smooth transition, but scheduling was delayed because of the COVID-19 pandemic. The City's purchasing is decentralized, meaning that each Department

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completes its own purchases. The Committee looked at changing policies to be more efficient for staff in all departments to maintain this decentralized process, while maintaining internal controls.

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

Staff refers to the proposed Finance Policies, the July 21, 2020 Work Session presentation, and attached forms for full details of the proposed substantive changes. A summary of the substantive changes are included in the agenda report. Staff recommends adoption of Ordinance 3220, approval of the Finance Policies, and that the effective dates be retroactive to July 1st to synchronize with the new financial software.

Finance Director Kinzler added that staff would be providing the check register report from the new software soon.

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

No one spoke in person or telephonically in support of or in opposition to Ordinance 3220.

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

Commissioner Moe moved, seconded by Commissioner Tryon, that the City Commission adopt Ordinance 3220.

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

Motion carried 4-0.

Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission approve the updated City of Great Falls Finance Policies including attachments.

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

Motion carried 4-0.

OLD BUSINESS

NEW BUSINESS

ORDINANCES/RESOLUTIONS

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13. RESOLUTION 10351, ANNUAL TAX LEVY.

Finance Director Melissa Kinzler reported that the City Commission is required to fix an annual tax levy by setting mills to generate property tax revenues that will balance the General Fund budget and other levy supported funds. The City received its taxable valuation from the Montana Department of Revenue (MTDOR) on August 3, 2020. With this valuation, the City can now compute and set its annual mill levy.

The total mill levy for Tax Year 2020 (FY 2021) is 208.79 mills totaling \$20,502,570. This includes mills for the general levy, the Permissive Medical Levy, and the Soccer Park GO Bond levy. The newly taxable property will generate additional revenue of \$119,488. There is no increase to the total levy for the inflationary factor or increase to the Permissive Medical Levy.

During the FY 2021 Budget Adoption Process, the Finance Department projected the City's newly taxable property revenue would be \$425,000. The projection was based on an 18-year average of newly taxable property. The newly taxable revenue reported by MTDOR is actually \$119,488. This amount of newly taxable property revenue means that the City will have slightly less tax revenue than projected in the FY2021 budget of \$305,512 (0.9% of total General Fund revenue). The City anticipates property assessment appeals/abatement requests which means the City will not definitively know how much of this new projected tax revenue will be available until those appeals/abatement requests are processed.

The City's total taxable value is \$101,651,616. The taxable value per mill decreased from \$101,525 in FY 2020 to \$98,197 in FY 2021. The decrease in value is due to the protest settlement between the Montana Department of Revenue and Calumet Refinery. Other changes to the tax base (e.g. increases from development) are not distinguishable.

One immediate effect to the City's budget is to the Great Falls Public Library. The library receives nine (9) mills under its agreement with the City. With the new value per mill, this translates to a decrease of \$29,952 in tax revenue for the library in FY 2021.

Last year's mill levy for Tax Year 2019 (FY 2020) certified revenue was \$20,384,444. The differences between the mill levy for Tax Year 2019 (what the City milled last year) and \$20,502,570 (what the City will mill this year) include the following:

General

- \$119,488 for newly taxable property,
- \$0 for the inflationary adjustment,
- \$0 for the "Permissive Medical Levy", and,

Voted General Obligation Debt

- \$(1,663) for the decrease in the revenue needed for the soccer park debt.

The total mill levy allowable under state law is 214.00. The actual mill levy total for FY 2021 is 208.79.

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The FY 2021 Budget was adopted July 21, 2020. Setting the mill levy for Tax Year 2020 (FY 2021) is the last step in the adoption of the FY 2021 City of Great Falls Budget.

Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission adopt Resolution 10351.

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

Mayor Kelly noted that, due to the pandemic, it has been a more difficult budget to work with. He noted that, once again, this budget doesn't address all of the needs of the departments, but the City is doing as much as it can for the population to ease their tax burden.

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

Motion carried 4-0.

14. ORDINANCE 3221, AMENDING TITLE 17 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) CHAPTER 20 LAND USE, EXHIBIT 20-1 PRINCIPAL USES BY DISTRICT, AND SECTION 17.20.6.080 REGARDIGN THE DISTANCE REQUIREMENTS FOR LIQUOR LICENSES IN ASSOCIATION TO WORSHIP FACILITIES GOVERNED BY MONTANA STATUTE.

Planning and Community Development Director Craig Raymond reported that this item is a request to accept Ordinance 3221 and Alternate Ordinance 3221 on first reading and to set a public hearing for September 15, 2020.

Around the time that the City received an application for a Conditional Use Permit from a church that wished to locate in a vacant building in downtown, staff began receiving phone calls and comments of concern from various persons associated with downtown businesses and groups. The cause of concern is that there exists in state statute and city ordinances restrictions on certain establishments which have liquor licenses within 600 feet of churches. What this could mean in effect is that if the church is allowed to exist and people be allowed to worship in the downtown, it could hamper future efforts to locate additional alcoholic beverage serving establishments nearby.

Staff learned that state statute also allows local jurisdictions to replace those restrictions with options of their own. Staff may propose eliminating the distance rule altogether. Other Montana cities have already done so, allowing both churches and liquor serving establishments to enjoy similar flexibilities, liberties and benefits. As such, staff brought forth this ordinance in order to support members of the faith community as well as those in the business community who have expressed concerns.

During the Planning Advisory Board public hearing, one member of the public asked about and expressed concern that casinos were not specifically mentioned and provided similar additional

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benefits as the liquor serving establishments. After board discussion, the Planning Advisory Board voted to recommend approval of the ordinance but with the inclusion of casinos similarly to taverns and the like. With all due respect to the board, staff disagrees that the community desires additional flexibility for casinos. Therefore, staff presents the original staff recommended ordinance as well as the Planning Advisory Board alternative ordinance which adds additional benefits to Type 1 and type 2 casinos.

Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission accept Ordinance 3221 and Alternative Ordinance 3221 on first reading and set a public hearing for September 15, 2020.

Mayor Kelly asked if there were any comments from the public. No one responded in person or telephonically.

Joan Redeen, Business Improvement District, 318 Central Avenue, submitted written comments in support of the Commission's adoption of Ordinance 3221, adding that it will benefit businesses and remove hurdles to development that existed in the past.

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

Commissioner Tryon received clarification that Ordinance 3221 pertains to both churches and liquor serving establishments, and alternative Ordinance 3221 pertains to churches, liquor serving establishments, and casinos.

Director Raymond noted that there is a provision within City Code for minor casino activity as a minor accessory use, accessory gaming, that would still be allowed at a restaurant or bar.

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

Motion carried 4-0.

CITY COMMISSION

15. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Commissioner Moe read a prepared statement paying tribute to the 100th Anniversary of the Women's Suffrage Movement and the passage of the 19th Amendment to the U.S. Constitution.

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ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Robinson moved, seconded by Mayor Kelly, to adjourn the regular meeting of August 18, 2020, at 9:29 p.m.**

Motion carried 5-0.

Mayor Bob Kelly

City Clerk Lisa Kunz

Minutes Approved: September 1, 2020

DRAFT



Commission Meeting Date: September 1, 2020
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

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

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

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

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

| | |
|---|----------------------------|
| ACCOUNTS PAYABLE CHECK RUNS FROM NEW WORLD AUGUST 6, 2020 - AUGUST 19, 2020 | 591,953.72 |
| ACCOUNTS PAYABLE CHECK RUNS FROM MUNIS AUGUST 6, 2020 - AUGUST 19, 2020 | 3,442,247.24 |
| MUNICIPAL COURT ACCOUNT CHECK RUN FOR AUGUST 4, 2020 - AUGUST 14, 2020 | 6,946.32 |
| TOTAL: \$ | <u>4,041,147.28</u> |

GENERAL FUND

POLICE

| | | |
|--------------------------|------------------------------------|----------|
| SRS TACTICAL | HRU PUSH TO TALK EQUIPMENT | 6,856.00 |
| A T KLEMENS INC | REPAIR OF MAIN AIR HANDLER AT GFPD | 7,886.00 |
| PROFORCE LAW ENFORCEMENT | TASER SUPPLIES FOR GFPD | 9,050.45 |

FIRE

| | | |
|---------------------------|-----------------------------|-----------|
| US BANK | DEBT SERVICE PUMPER TRUCK | 37,559.37 |
| STRYKER SALES CORPORATION | MAINTENANCE CONTRACT DEFIBS | 5,148.00 |

SPECIAL REVENUE FUND

SUPPORT & INNOVATION

| | | |
|---|--|-----------|
| GREAT FALLS BUSINESS IMPROVEMENT DISTRICT | 2020 BID ASSESSMENT TAX DISTRIBUTION | 9,596.17 |
| GREAT FALLS TOURISM BUSINESS IMPROVEMENT DISTRICT | JULY 2020 TBID ASSESSMENT DISTRIBUTION | 22,112.25 |

GAS TAX BARSAA

| | | |
|---------------------------------|---|-----------|
| UNITED MATERIALS OF GREAT FALLS | OF 1467 LOWER NORTH SIDE WATER MAIN REPL. (SPLIT AMONG FUNDS) | 12,414.60 |
|---------------------------------|---|-----------|

FIRE SPECIAL REVENUE

| | | |
|------------|-----------------|----------|
| L N CURTIS | DOJ COVID GRANT | 9,369.43 |
|------------|-----------------|----------|

STREET DISTRICT

| | | |
|------------------------------------|---|-----------------------|
| UNITED MATERIALS OF GREAT FALLS | OF 1467 LOWER NORTH SIDE WATER MAIN REPL. (SPLIT AMONG FUNDS) | 18,657.17 |
| GREAT FALLS SAND & GRAVEL MRTE INC | TYPE B & C ASPHALT 3000 TONS OF 3/8" CHIPS | 25,658.36 7,650.50 |

SPECIAL REVENUE FUND (Cont.)

PARK DISTRICT

| | | |
|---|--------------------------------------|------------|
| UNITED MATERIALS OF GREAT FALLS | OF 1740.2 JAYCEE PARK IMPROVEMENTS | 38,011.25 |
| CENTRAL MONTANA AG TECH PARK TID | | |
| TD& H ENGINEERING | OF 1658.1 CMATP TIF PH 4 STORM DRAIN | 8,765.50 |
| MRTE INC | OF 1658.1 CMATP TIF PH 3 STORM DRAIN | 131,157.43 |

ENTERPRISE FUNDS

WATER

| | | |
|---------------------------------|--|------------|
| AE2S | SCADA UPGRADE-WONDERWARE TO TO IGNITION | 8,208.00 |
| AE2S | ANNUAL I & C MAINT & ON-CALL SERVICES | 7,319.97 |
| THATCHER CO OF MONTANA | CHEMICALS | 24,664.72 |
| UNITED MATERIALS OF GREAT FALLS | OF 1467 LOWER NORTH SIDE WATER MAIN REPL. (SPLIT AMONG FUNDS) | 114,514.80 |
| STATE OF MONTANA | 1% TAX OF 1637.1 WTP FILTRATION IMPROVEMENTS | 5,119.50 |
| SLETTEN CONSTRUCTION CO | OF 1637.1 WTP FILTRATION IMPROVEMENT | 506,830.25 |

SEWER

| | | |
|---------------------------------|---|------------|
| VEOLIA WATER NORTH AMERICA | MONTHLY WWTP OPERATION CONTRACT | 256,147.61 |
| VEOLIA WATER NORTH AMERICA | MONTHLY CONTRACTED CAPITAL IMPROVEMENTS | 12,500.00 |
| STANTEC CONSULTING SERVICES INC | OF 1633.7 WWTP ELECTRICAL DIST. EVALUATION & REHAB | 5,122.69 |
| VEOLIA WATER NORTH AMERICA | 6TH ST PUMP REBUILD FOR WWTP | 15,564.90 |

STORM DRAIN

| | | |
|---------------------------------|--|--------|
| UNITED MATERIALS OF GREAT FALLS | OF 1467 LOWER NORTH SIDE WATER MAIN REPL. (SPLIT AMONG FUNDS) | 705.38 |
|---------------------------------|--|--------|

SANITATION

| | | |
|---------|---|------------|
| US BANK | DEBT SERVICE SOLID WASTE FLEET TRUCK | 124,834.51 |
|---------|---|------------|

PARKING

| | | |
|--------------------|--|----------|
| M & D CONSTRUCTION | REPAIRS TO STORM DRAIN 4TH ST AND CENTRAL AVE | 9,362.13 |
|--------------------|--|----------|

INTERNAL SERVICES FUND

HEALTH & BENEFITS

| | | |
|---|--|------------|
| LEIF ASSOCIATES INC | GASB 75 VALUATION | 7,500.00 |
| MONTANA MUNICIPAL INTERLOCAL AUTHORITY | EMPLOYEE INSURANCE DEDUCTIBLES & PREMIUMS | 935,108.40 |

INSURANCE & SAFETY

| | | |
|---|--|------------|
| MONTANA MUNICIPAL INTERLOCAL AUTHORITY | JULY 2020 DEDUCTIBLE RECOVERY BILLING | 12,858.32 |
| MONTANA MUNICIPAL INTERLOCAL AUTHORITY | PROPERTY PROGRAM 20/21 | 283,188.00 |

FINANCE

| | | |
|---------------|--|----------|
| DATAPROSE LLC | JULY 2020 UTILITY BILL PRINTING AND POSTAGE | 7,668.96 |
|---------------|--|----------|

INTERNAL SERVICES FUND (Cont.)

INFORMATION TECHNOLOGY

| | | |
|------------------------|-------------------------|------------|
| LINKO TECHNOLOGY INC | 1 YEAR MAINTENANCE | 6,475.00 |
| CENTURYLINK | 2 MONTHS OF MOE CHARGES | 13,058.47 |
| TYLER TECHNOLOGIES INC | 1 YEAR MAINTENANCE | 129,386.25 |

CENTRAL GARAGE

| | | |
|-----------------------|---|------------|
| MOUNTAIN VIEW CO-OP | FUEL | 22,588.03 |
| MONTANA PETERBILT LLC | NEW 348 TRUCK CHASSIS TRAN REPAIR TRANSFER | 106,484.00 |

ENGINEERING

| | | |
|-------------------------------------|----------------------|-----------|
| US NUCLEAR REGULATORY COMMISSION | NUKE LICENSE RENEWAL | 10,000.00 |
|-------------------------------------|----------------------|-----------|

CC FACILITY SERVICES

| | | |
|----------|--|----------|
| TC GLASS | GLASS FOR CIVIC CENTER DEPARTMENTS FOR COVID-19 | 5,323.13 |
|----------|--|----------|

TRUST AND AGENCY

PAYROLL CLEARING

| | | |
|---------------------------------|---|------------|
| STATE TREASURER | MONTANA TAXES | 47,245.00 |
| ICMA RETIREMENT TRUST | EMPLOYEE CONTRIBUTIONS | 8,327.33 |
| FIREFIGHTER RETIREMENT | FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS | 52,056.16 |
| STATEWIDE POLICE RESERVE FUND | POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS | 64,529.60 |
| PUBLIC EMPLOYEE RETIREMENT | PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS | 126,456.58 |
| POLICE SAVINGS & LOAN | EMPLOYEE CONTRIBUTIONS | 16,000.93 |
| US BANK | FEDERAL TAXES, FICA & MEDICARE | 207,492.74 |
| AFLAC | EMPLOYEE CONTRIBUTIONS | 8,243.53 |
| NATIONWIDE RETIREMENT SOLUTIONS | EMPLOYEE CONTRIBUTIONS | 13,652.95 |
| WSCFF EMPLOYEE BENEFIT TRUST | EMPLOYEE CONTRIBUTIONS | 6,200.00 |
| MONTANA VEBA HRA | EMPLOYEE CONTRIBUTIONS | 13,629.09 |

UTILITY BILLS

| | | |
|-----------------------|---------------------------------|------------|
| ENERGY KEEPERS INC | JULY 2020 ENERGY CHARGES | 87,048.00 |
| ENERGY WEST RESOURCES | JULY 2020 NATURAL GAS CHARGES | 10,289.30 |
| HIGH PLAINS LANDFILL | JULY 2020 MONTHLY WASTE CHARGES | 104,619.45 |
| NORTHWESTERN ENERGY | MAY 2020 TRANSMISSION CHARGES | 14,163.98 |
| NORTHWESTERN ENERGY | JULY 2020 SLD CHARGES | 9,023.83 |
| NORTHWESTERN ENERGY | JUNE 2020 WATERPLANT CHARGES | 18,596.61 |

CLAIMS OVER \$5000 TOTAL: \$ 3,788,000.58

CITY OF GREAT FALLS, MONTANA

COMMUNICATION TO THE CITY COMMISSION

DATE: September 1, 2020

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

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Contracts through the Consent Agenda

MAYOR’ S SIGNATURE: _____

CONTRACTS LIST

| | DEPARTMENT | OTHER PARTY (PERSON OR ENTITY) | PERIOD | AMOUNT | PURPOSE |
|----------|----------------------------|---------------------------------------|-------------------------|---------------|--|
| A | Great Falls Public Library | Capcon, LLC | 09/01/2020 – 12/31/2020 | \$66,178.40 | Public Works Construction Agreement to saw cut and remove existing concrete slab and install flexible slotted foundation drain pipe and sump pump basin, including 2 pumps in the Great Falls Public Library basement OF 1762.1 |

| | | | | | |
|----------|--|---|----------------------------|-------------|--|
| B | Public Works - Engineering | Water and Environmental Technologies | 09/01/2020 – 08/17/2021 | \$38,000 | Professional Services Agreement for analysis and design for 22 nd Avenue South Detention Pond upgrades including north and east banks stabilization and sheet flow/erosion control; northeast and southeast outfall forebay installation; rip rap sizing upgrade; trickle channels installation; pond bottom maintenance OF 1554.7 |
| C | Planning and Community Development | Central Floor Covering, Inc. | 08/18/2020 – 07/21/2021 | \$12,436.16 | Ratification of Agreement for installation of commercial vinyl with heat welded seams and 6” rubber base in the restroom on the south end of the Civic Center and with the existing floor of the 3 rd floor men’s and women’s restrooms and the small hallway outside women’s bathroom on north side of the Civic Center |
| D | Planning and Community Development | A Jay Concrete Pumping LLC | Perpetual | \$1 | Easement – 20-foot wide sanitary sewer main easement in Tract 1 of Certificate of Survey No. S-0005164; NE¼ SW¼ of Section 3, T20N, R3E, P.M.M., Great Falls, Cascade County, Montana |

**CITY OF GREAT FALLS, MONTANA
COMMUNICATION TO THE CITY COMMISSION**

DATE: September 1, 2020

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 | CITY MATCH | PURPOSE |
|----------|-------------------------------|--|-------------------------|---------------------------------------|-------------------|---|
| A | Great Falls Police Department | U.S. Department of Justice, Bureau of Justice Assistance | 10/01/2020 – 09/30/2023 | \$31,610 | N/A | Edward Byrne Memorial Justice Assistance Grant Application #2020-H8831-MT-DJ for mobile crime scene van equipment and WatchGuard mobile digital video |



Commission Meeting Date: September 1, 2020

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Montana Department of Administration 2020 9-1-1 Grant Contract #MT9-1-1 Grant 2020-007

From: Chief Dave Bowen

Initiated By: Karen Young, Cascade County Emergency Services Manager

Presented By: Chief Dave Bowen

Action Requested: City Commission accept the terms of the Grant and authorize the City Manager to sign the contract.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the Montana Department of Administration 2020 9-1-1 Grant Program Contract #MT9-1-1 Grant 2020-007 and authorize the City Manager to sign the contract.”

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

Staff Recommendation: Staff recommends that the City Commission accept the grant and authorize the City Manager to sign the contract.

Background: The purpose of this Contract is to provide funding to the City of Great Falls for 9-1-1 systems activities approved by the Department under the 9-1-1 Grant Program as authorized by HB61, passed by the 65th Legislature and as signed into law by Governor Bullock on May 9, 2017. The City will be upgrading the Next Generation 911 System for GIS Data Preparation.

Fiscal Impact: There is no fiscal impact to the General Fund of City of Great Falls. The City would receive \$160,456.00.

Alternatives: The City Commission could vote to reject the Grant, although the Commission is also being asked to approve a Professional Services Agreement with Michael Baker International, Inc. during this meeting using these funds.

Concurrences: City of Great Falls and Cascade County.

Attachments/Exhibits:

MT Department of Administration 2020 911 Grant Approval Letter
MT Department of Administration 2020 911 Grant Contract



STATE OF MONTANA
DEPARTMENT OF ADMINISTRATION
STATE INFORMATION TECHNOLOGY SERVICES DIVISION
PUBLIC SAFETY COMMUNICATIONS BUREAU



Steve Bullock

July 17, 2020

Karen Young – 911 Director/PSAP Manager
City of Great Falls, MT
3015 Airport Dr., PO Box 5021
Great Falls, MT 59403-5021

Ms. Young:

Congratulations! On behalf of the Montana Department of Administration and the 9-1-1 Advisory Council, I am pleased to announce that the **City of Great Falls**'s request for **SFY 2020** 9-1-1 Grant Program funding is approved.

The grant award includes up to **\$160,456.00** in funding to be used for **NG9-1-1 GIS Data Preparation**.

Here are the next steps:

- We will send you an electronic copy of a contract.
- Your local government official with signing authority will sign the contract. Make a pdf copy of the signed contract and returned electronically.
- The Department of Administration or State Information Technology Services Division will sign the contract.
- We will send you an electronic copy of the fully executed contract for your records and you will receive notice that grant funds can be spent. We will not reimburse you for expenditures made prior to the full execution of the contract.

In the meantime, if you have any questions, please contact Rhonda Sullivan at (406) 444-2420 or by email at rsullivan@mt.gov. Again, congratulations. We look forward to working with you.

Sincerely,

Quinn Ness

Quinn Ness – Bureau Chief
Montana Department of Administration
State Information Technology Services Division
Public Safety Communications Bureau

**MONTANA DEPARTMENT OF ADMINISTRATION
9-1-1 GRANT PROGRAM
CONTRACT # MT9-1-1 GRANT-2020-007**

This agreement ("Contract") is entered by **City of Great Falls**, Montana ("Grantee") and the Montana Department of Administration ("Department").

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

Section 1. PURPOSE

The purpose of this Contract is to provide funding to the Grantee for 9-1-1 system activities approved by the Department under the 9-1-1 Grant Program ("Program") as authorized by HB 61, passed by the 65th Legislature and as signed into law by Governor Bullock on May 9, 2017 (Chapter 367, Laws 2017).

Section 2. AUTHORITY

This Contract is issued under authority of Title 10, Chapter 4 of the Montana Code Annotated ("MCA") and Title 2, Chapter 13 of the Administrative Rules of Montana ("ARM"), and the terms of Chapter 353, Laws 2017.

Section 3. APPLICATION INCORPORATED BY REFERENCE

The Grantee's application for Program assistance, including any written modifications or reports resulting from the review of the application by the Department (collectively "Project"), is specifically incorporated into this Contract by this reference and the representations made therein are binding upon the Grantee.

Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS

- (a) The Grantee will comply with all applicable local, state, and federal laws as well as all applicable regulations, ordinances, and resolutions now in effect or as may be amended during the term of this Contract. Grantee will comply with all administrative directives and procedures that may be established or amended by the Department for the Program.
- (b) The Grantee agrees that all contracts and subcontracts entered for the completion of the activities described in Section 6 will require such contractors, subcontractors, and subrecipient entities to also comply with all requirements placed on the Grantee in paragraph (a) of this Section.
- (c) The Grantee agrees to repay to the Department any funds advanced under this Contract that the Grantee, its contractors, subcontractors, or subrecipient entities, 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, the statutes, and regulations governing the Program or any applicable local, state, or federal requirements.

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the parties and will terminate on September 30, 2022 or upon approval of Grantee’s Project completion report by the Department, whichever is earlier, unless otherwise terminated in accordance with this Contract.
- (b) All authorized expenses to be reimbursed must be incurred by the Grantee between July 1, 2019 and June 30, 2021. All requests for reimbursement must be submitted to the Department within ninety (90) days after June 30, 2021.
- (c) The Department may grant an extension to this Contract upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee’s control. A written request for an extension must be submitted at least ninety (90) days prior to September 30, 2022.

Section 6. SCOPE OF WORK

The Grantee will complete the Project and administer this Contract, including any amendments, approved by the Department. The Grantee will use Program funds for the following major components of the **Project: Next Generation GIS data preparation.**

Section 7. BUDGET

- (a) The total amount to be awarded to the Grantee under this Contract shall not exceed **\$160,456.00.**
- (b) Any authorized funds not expended under this grant by the later date referenced in Section 5(b) or otherwise accounted for in accordance with the provisions of this Section will revert to the Department and will be used to finance other Program projects.

Section 8. ACCESS TO AND RETENTION OF RECORDS

- (a) The Grantee agrees to create and maintain records supporting the services covered by this Contract, including but not limited to, financial records, supporting documents, and such other records as are required by law or other authority, for a period of five (5) years after either the termination 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 offices in

Great Falls, Montana.

- (b) The Grantee shall provide the Department, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance.

Section 9. LIAISONS

All project management and coordination on behalf of the Department shall be through a single point of contact designated as the Department's liaison. Grantee shall designate a liaison that will provide the single point of contact for management and coordination of Grantee's work. All work performed pursuant to this Contract shall be coordinated between the Department's liaison and the Grantee's liaison. The liaisons for this Contract are:

For the Department:

Rhonda Sullivan
9-1-1 Program Manager
P.O. Box 200113
Helena, MT 59620-0113
Phone: 406-444-2420
Email: rsullivan@mt.gov

For the Grantee:

Name: Karen Young
Title: 9-1-1 Director
Address: 3015 Airport Dr.
Great Falls, MT 59403
Phone: 406-455-8555
Email: kyoung@greatfallsmt.net

Section 10. METHOD OF REIMBURSEMENT

- (a) The Department will use the funds in the 9-1-1 grant account established pursuant to section 10-4-304(2)(b), MCA, to fund 9-1-1 system awards to Grantees that have received a notice of award letter from the Department. Grantee acknowledges that its access to Program funds is subject to their availability.
- (b) The Department agrees that, if and when the funds described in paragraph (a) of this Section are available, the Department will authorize the Grantee to request reimbursement from funding awarded for the Project.
- (c) The Department agrees to reimburse the Grantee for eligible Project costs incurred on or after July 1, 2019 upon the successful completion of activities set forth in Section 6. All reimbursements must be supported by adequate documentation provided by the Grantee and require Department approval of the Grantee's request for reimbursement. In requesting reimbursement, the Grantee will follow the instructions supplied by the Department.
- (d) The Department will not reimburse the Grantee for any costs incurred prior to July 1, 2019, any ineligible expenses as set forth in 10-4-306(2) MCA, or any expenses not adequately supported by the Grantee's records.

- (e) As set forth in Section 17, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract any costs incurred will be the Grantee's sole responsibility.
- (f) The Grantee understands and acknowledges that the Department will report to the Legislature and Legislative Interim Committees on the status of all Program projects. If the Department determines that the Grantee has failed to commence its project in a timely manner or complete its Project by the date prescribed in this Contract, the Department may recommend to the Legislature that the Contract be terminated and any remaining Project funds will revert to the Department and may be used, at the Department's discretion, to fund other Program grants.
- (g) The Department is allowed thirty (30) days to process a request for reimbursement once adequate supporting documentation has been received by the Department. The Grantee shall provide banking information before or at the time of Contract execution in order to facilitate electronic funds transfer payments.
- (h) The Department may reduce the Grantee's amount of Program funds provided by this Contract if actual Project expenses are lower than projected by the Grantee.
- (i) If the Department determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached the terms of this Contract, the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.
- (j) Requests for reimbursement for contracted or subcontracted services must include appropriate documentation demonstrating compliance with contract requirements.
- (k) The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources.

Section 11. REPORTING REQUIREMENTS

- (a) **Project Progress Reports:** During the term of this Contract the Grantee will submit Project progress reports as described in ARM 2.13.410 to the Department in conjunction with each request for reimbursement. The Department, at its sole discretion, may decline to honor any request for reimbursement if the required project progress report has not been submitted to or approved by the Department.
- (b) **Project Completion Report:** Upon completion of the Project the Grantee will submit a final Project completion report for Department approval. Upon approval of the Project completion report the Department will issue a notice of Project close-out.

Section 12. 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 Section 6 of this Contract, the proper use of funds, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department may advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Department.

Section 13. NOTICE

All notices required under the provisions of this Contract must be in writing and delivered to the parties' liaisons identified herein by first class mail, electronic mail, facsimile, or personal service. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing.

Section 14. REFERENCE TO CONTRACT

The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract. If the number is not provided, the Department is not obligated to pay the invoice.

Section 15. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

- (a) The Grantee may subcontract any portion of this Contract to accomplish the completion of the Project. However, Grantee accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract. The Grantee may not otherwise assign or transfer any portion of this Contract without the express written consent of the Department.
- (b) The Grantee's assignment, transfer, or subcontract of this Contract or any portion thereof neither makes the Department a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the Department. No contractual relationships exist between any subcontractor, assignee, or transferee and the Department.
- (c) The Grantee must immediately notify the Department of any litigation concerning any assignment, transfer, or subcontract of this Contract or any portion thereof.

Section 16. CONTRACT AMENDMENT

This Contract may not be enlarged, modified, or altered without a written agreement signed by all parties to the Contract.

Section 17. TERMINATION OF CONTRACT

This Contract may only be terminated in whole or in part as follows:

- (a) **Termination Due to Loss or Reduction of Funding:** The Department, at its sole discretion, may terminate or reduce the scope of this Contract if any funding sources are eliminated or reduced for any reason. If a termination or modification is required, the Department may, if sufficient Program funds are available, compensate the Grantee for eligible services rendered and actual, necessary, and eligible expenses incurred as of the revised termination date. The Department will notify the Grantee of the effective date of the termination or modification of this Contract and, if a reduction in funding is required, provide the Grantee with a modified Project budget. This paragraph provides Grantee's sole remedies for any event described in this paragraph, and the Department shall not be liable to Grantee or any contractor, subcontractor, or subrecipient for any other payments or damages arising from termination under this paragraph, including but not limited to general, special, or consequential damages such as lost profits or revenues.
- (b) **Termination for Cause with Notice to Cure Requirement:** The Department may terminate this Contract for failure of the Grantee, its contractors, subcontractors, or subrecipient entities to comply with any applicable statute or rule or for any failure to perform or comply with any of the services, duties, terms, or conditions contained in this Contract after giving the Grantee written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
- (c) **Effect of Termination:** In the event of termination described in paragraph (b) of this section, any costs incurred will be the responsibility of the Grantee. However, at its sole discretion, the Department may approve requests by the Grantee for reimbursement of eligible expenses incurred. The Department's decision to authorize payment of any costs incurred or to recover expended Program funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Grantee to comply with any of those services, duties, terms, or conditions of this Contract, and on whether the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control.

Section 18. COMPLIANCE WITH APPLICABLE LAWS

- (a) The Grantee, in performance of work under the Contract, must fully comply with all applicable federal, state, or local laws, rules and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination

Act of 1975, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, and the Patient Protection and Affordable Care Act ("ACA"). Any subletting or subcontracting by the Grantee subjects subcontractors to the same requirements.

- (b) In accordance with Section 49-3-207, MCA and Executive Order No. 04-2016, 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, sex, pregnancy, childbirth or medical conditions related to childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status.
- (c) The ACA requires a Grantee, if Grantee is an applicable large employer under the ACA, to provide healthcare coverage for its employees, who provide services for the State and work for thirty (30) or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions of the ACA under Section 4980H, and otherwise satisfy the requirements of the ACA Section 4980 H if provided by the State.
- (d) The Department does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

Section 19. ACCOUNTING, COST PRINCIPLES, AND AUDITING

- (a) The Grantee, in accordance with Sections 2-7-503, MCA and other authorities, must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP").
- (b) The Department, any other legally authorized governmental entity, or their authorized agents may, at any time during or after the term of this Contract, conduct in accordance with Sections 2-7-503, 5-13-304, and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate administration, expenditure of monies, and delivery of services provided through this Contract.

Section 20. AVOIDANCE OF CONFLICT OF INTEREST

- (a) The Grantee will comply with Sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, as applicable, and any other applicable local, state, or federal law regarding the avoidance of conflict of interest.

- (b) The Grantee agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this Contract.
- (c) The Grantee shall promptly refer to the Department any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

Section 21. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Grantees are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Grantee nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department within thirty (30) days of Contract execution.

Section 22. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the Grantee or any of its contractors or subcontractors in furtherance of this Contract are the property of the Grantee and the Department. Both Grantee and the Department have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of both the Department and the Grantee.

Section 23. INSURANCE

- (a) General Requirements: Grantee must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the State of Montana.
- (b) General Liability Insurance: At its sole cost and expense, Grantee must purchase occurrence coverage with minimum combined single limits of \$1 million per occurrence

and \$2 million 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.

- (c) Professional Liability Insurance: Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. *Note: if "occurrence" coverage is unavailable or cost prohibitive, the contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.*
- (d) Property Insurance: At its sole cost and expense, Grantee must maintain property and hazard insurance, including course of construction coverage and earthquake insurance, for loss or damage to any building and related improvements and contents therein on a replacement cost basis throughout the term of the Contract. *Note: earthquake insurance is required when working in areas where the shaking level is above 10g. (Ref: <http://rmtd.mt.gov/Portals/62/aboutus/publications/files/NEHRP.pdf>).*
- (e) General Provisions: Grantee's insurance coverage shall be primary insurance with respect to State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by State, its officers, officials, employees, or volunteers shall be excess of Grantee's insurance and shall not contribute with it. All insurance coverage must be with a carrier licensed to do business in the State of Montana and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements must be received by the Department prior to beginning any activity provided for under the Contract. 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 request complete copies of Grantee's insurance policy, including endorsements, at any time.

Section 24. 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, omissions of services, or in any way resulting from the acts or omissions of the Grantee and/or its agents, employees, representatives, assigns, or subcontractors under this Contract.

Section 25. DEFAULT

Failure on the part of either party to perform the provisions of the Contract constitutes default. Default may result in the pursuit of remedies for breach of contract as set forth herein or as otherwise legally available, including but not limited to damages and specific performance.

Section 26. DEBARMENT

The Grantee certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any governmental department or agency.

Section 27. FORCE MAJEURE

Neither party will be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, bombs, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

Section 28. SEPARABILITY

A declaration by any court, or any other binding legal forum, 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 29. 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 the Contract.

Section 30. NO WAIVER OF BREACH

No failure by the Department to enforce any provisions hereof after any event of breach will be deemed a waiver of its rights regarding that event, or any subsequent event. No express failure of any event of breach will be deemed a waiver of any provision hereof. No such failure or waiver will be deemed a waiver of the right of the Department to enforce each and all the provisions hereof upon any further or other breach on the part of the Grantee.

Section 31. JURISDICTION AND VENUE

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

Section 32. INTEGRATION

The Contract contains the entire agreement between the parties. No statements, promises, or inducements of any kind made by either party or the agents of either party, not contained herein or included as provided in section 3 or in a properly executed amendment hereto are valid or binding.



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

STATE OF MONTANA

Department of Administration
PO Box 200113
125 N. Roberts St., Mitchell Bldg.
Helena, MT 59620-0113

BY: _____
 JOHN LEWIS, DOA Director

(Signature)

DATE: _____

APPROVED AS TO LEGAL CONTENT:

DON HARRIS, Legal Counsel
DATE: _____

CHIEF FINANCIAL OFFICER APPROVAL:

APRIL GRADY, Chief Financial Officer
DATE: _____

State Information Technology Services Division
CHIEF INFORMATION OFFICER APPROVAL:

TIM BOTTENFIELD - Chief Information Officer
Department of Administration
DATE: _____

AUTHORIZED TO SIGN ON GRANTEE'S BEHALF

City of Great Falls
Grantee Name: _____
Grantee Address: _____
City, State, Zip: _____
Phone # _____
FEDERAL ID #81-6001269

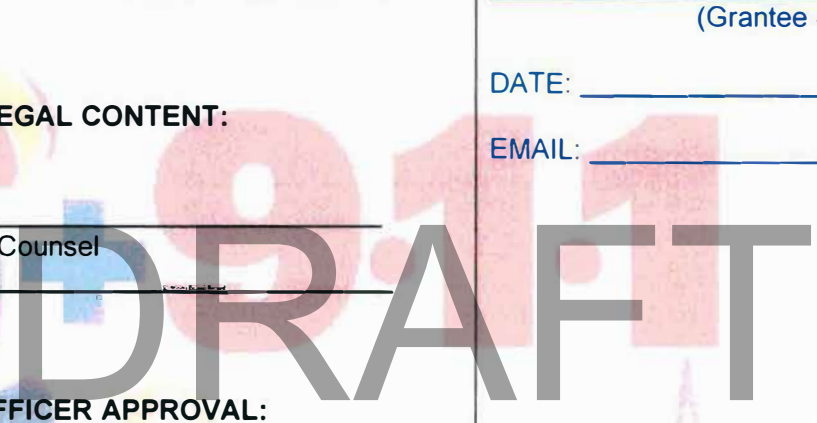
BY: _____
(Grantee Printed Name)

(Grantee Title)

(Grantee Signature)

DATE: _____

EMAIL: _____





Commission Meeting Date: September 1, 2020

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Michael Baker International, Inc. NG9-1-1 GIS Data Preparation Service Agreement

From: Chief Dave Bowen

Initiated By: Karen Young, Cascade County Emergency Services Manager

Presented By: Chief Dave Bowen

Action Requested: City Commission accept the terms of the Agreement and authorize the City Manager to sign the Agreement.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/ not approve) the Professional Services Agreement with Michael Baker International, Inc. in the amount of \$160,456.00 and authorize the City Manager to sign the agreement.”

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: The City of Great Falls and Cascade County have partnered and are working towards taking the necessary steps towards preparing their data for Next Generation 9-1-1 (NG9-1-1). The City and County will update the respective GIS datasets to be compliant with NG9-1-1 standards and improve the accuracy. The final datasets will adhere to the state of Montana’s adopted NG9-1-1 GIS Standards: National Emergency Number Association (NENA).

Fiscal Impact: The City will receive \$160,456.00 from the State of Montana 2020-9-1-1 Grant.

Alternatives: The City Commission could vote to reject the Agreement and the Communication Center would not be able to prepare for the NG9-1-1 GIS Data and would not be in compliance into the NENA NG9-1-1 schema.

Concurrences: City of Great Falls and Cascade County.

Attachments/Exhibits:

Michael Baker International, INC Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as “City,” and Michael Baker International, Inc., 5 Hutton Centre Dr #500, Santa Ana, CA 92707, hereinafter referred to as “Consultant.”

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

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

2. Term of Agreement: This Agreement is effective upon the date of its execution through August 31, 2021. Both parties reserve the right to cancel this Agreement by providing a written thirty (30) day notice to the other party. The parties may extend this agreement in writing prior to its termination.

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

4. Payment: City agrees to pay Consultant One Hundred Sixty Thousand Four Hundred Fifty-Six Dollars (\$160,456.00), for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

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

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

Consultant shall furnish the City with copies showing one of the following: **(1)** a binder for workers’ compensation coverage by an insurer licensed and authorized to provide workers’ compensation insurance in the State of Montana; or **(2)** proof of exemption from workers’ compensation granted by law for independent contractors.

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

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

Insurance Coverage at least in the following amounts is required:

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

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

Additional Insured Endorsement Example:

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

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

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

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

8. Professional Service: Consultant agrees that all services and work performed hereunder will be accomplished in a professional manner and in accordance with the standard of care observed by competent professionals performing similar services under similar circumstances (Standard of Care).

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

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

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

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

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

14. Liaison: City's designated liaison with Consultant is Karen Young and Consultant's designated liaison with City is Jeff Ledbetter.

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

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

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

18. **Limitation of Liability:** To the fullest extent permitted by law, City agrees to limit Consultant’s liability to City and to all other contractors or subcontractors on the project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to Consultant's negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate of liability of Consultant to all those named shall not exceed the total fee paid to Consultant's for the services rendered under this Agreement.

19. **Force Majeure:** Neither party shall have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a “force majeure,” including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

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

CITY OF GREAT FALLS, MONTANA

MICHAEL BAKER INTERNATIONAL

By _____

Gregory T. Doyon, City Manager

Date _____

By _____



Jason Bivens, Associate Vice President

Date 08/27/2020

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

* APPROVED AS TO FORM:

By _____

Sara R. Sexe, City Attorney

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

EXHIBIT A **SCOPE OF WORK**

Task 1 – Revise GIS Schema for NG9-1-1 Compliance – In this task the DATAMARK team will revise the City’s GIS schema for NG9-1-1 compliance to include parsing data from the existing schema into the NENA-compliant NG9-1-1 schema.

Deliverable: NENA-Compliant NG9-1-1 Geodatabase

Task 2 – Boundary Creation and Updates – In this task the DATAMARK team will create and update the necessary boundaries for the City and County for NG9-1-1 to include PSAP boundaries and Emergency Service Boundaries for law, fire and EMS.

Deliverable: PSAP, Law, Fire and EMS Emergency Service Boundary Feature Classes

Task 3 – Address Comparison and Evaluation (ACE) – In this task the DATAMARK team will execute the ACE process and identify additional address candidates, including sub-address candidates. The City and/or County can provide up to five (5) address databases to compare against the master address database.

Deliverable: List of Additional Address Candidates for Placement

Task 4 – Address Point and Road Centerline Completeness Update – In this task the DATAMARK team will geolocate and place, to the appropriate structure where feasible and to the appropriate parcel where not feasible, the address points identified in Task 3. Once complete, any identified address point and road remediations where feasible will be executed. For purposes of pricing estimation, the DATAMARK team has included up to 5% to be placed. Any additional point placement can be added for additional cost.

Deliverable: Remediated Address Point and Road Centerline Feature Classes

Task 5 – DATAMARK VEP and Associated Workflow Process Development – In this task the DATAMARK team will configure an instance of DATAMARK’s industry leading software VEP Editor in order to facilitate the on-going maintenance and aggregation of both the City and the County’s GIS data as support the provisioning of public safety schemas for NG9-1-1 and CAD.

Deliverables:

1. *DATAMARK VEP Editor License*
2. *Documentation of associated workflow processes*

Task 6 – GIS Services Package – In this task the DATAMARK team will be available to support your public safety GIS needs for the following:

GIS Layers Maintenance

After GIS layer development and updates are finalized, the DATAMARK team will, at the direction of the City of Great Falls, perform the following tasks:

- Update the road centerline layer with additions, deletions, and corrections
- Update the address point layer, with new addresses and locations provided by the county
- Update public safety boundary layers associated with law, fire, and medical boundary layers when updates are requested
- Update existing additional layers for CAD updates
- Perform regular quality control on all public safety map layers
- Advise and assist, as directed, in the resolution of inconsistencies between the MSAG and map data
- Other public safety GIS tasks as directed by Great Falls

Deliverables: *Public Safety GIS data edits not to exceed 230 hours annually. Additional hours can be purchased upon request through contract modification.*

Schedule

DATAMARK will complete this scope of work within 1 year from contract signing or notice to proceed for Tasks 1-5. Task 6 will commence at the end of task 5 and will renew annually.

Pricing

The pricing table below indicates the proposed cost for the scope of work detailed above.

Annual licensing for DATAMARK VEP will begin and be invoiced upon execution of the VEP SaaS agreement.

| Services | Price |
|---|-------------------|
| Task 1. Revise GIS Schema for NG9-1-1 Compliance (Fixed Price) | \$ 6,812 |
| Task 2. Boundary Creation and Updates (Fixed Price) | \$ 17,960 |
| Task 3. Address Comparison and Evaluation (ACE) (Fixed Price) | \$ 18,610 |
| Task 4. Address Point and Road Centerline Completeness Update (Fixed Price) | \$ 54,210 |
| Task 5. DATAMARK VEP Workflow Process Development (Fixed Price) | \$ 19,510 |
| Task 6. Services Package (Not to Exceed 230 Hours Annually) | \$ 29,854 |
| Base Total | \$ 146,956 |
| Products | Price |
| Task 5.1 DATAMARK VEP Editor License (Annual) | \$ 12,000 |
| Task 5.2 One-Time Database Set-Up Fee (Fixed Price) | \$ 1,500 |
| Base Total | \$ 13,500 |
| TOTAL PRICE | \$ 160,456 |

Contract Adherence

To the extent applicable to the Services to be provided, Michael Baker agrees to be held to the terms of 9-1-1 Grant Program Contract #MT9-1-1 Grant -2020-007 between the City of Great Falls and the Montana Department of Administration.



Commission Meeting Date: September 1, 2020
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Approve Final Payment: Skyline Drive NW Improvements
From: Engineering Division
Initiated By: Public Works Department
Presented By: Paul Skubinna, Environmental Division Supervisor
Action Requested: Consider and Approve Final Payment for Office File 1708.0

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (approve/not approve) the final payment for the Skyline Drive NW Improvements of \$25,630.27 to United Materials of Great Falls, Inc., and \$258.89 to the State Miscellaneous Tax Fund and authorize the City Manager to execute the necessary documents and to make the payments.”

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

Staff Recommendation: Approve Final Payment.

Summary:

This project was initiated to reconstruct a portion of Skyline Drive NW from a point approximately 900-feet west of the intersection of 3rd Street NW and Skyline Drive NW east to a point approximately 175-feet east of the intersection. The project consisted of reconstructing approximately 975 feet of road way and installing curb and gutter, sidewalk, and ADA compliant curb ramps.

Background:

Purpose:

The purpose of this project was to update Skyline Drive NW to City Standards. Resolution 10253 annexed Skyline Addition Lots 1A, 2A, 3-5 and 6A; Tract 2 of Certificate of Survey #5150; and the adjoining right-of-way of Skyline Drive NW into the City. Storm drainage issues were also addressed.

Workload Impacts:

Design phase engineering and plans and specifications were completed by the City Engineering staff with assistance from City Street Division and Utilities. City Engineering staff provided construction phase engineering services and project inspection.

Project Work Scope:

Work performed under this contract included the following: 4,100 Square Yards of 4-inch A.C. Pavement;

2,070 Lineal Feet of integral concrete curb and gutter; 4,800 Square Feet of 4-inch concrete sidewalk; 4,925 Square Feet of 6-inch reinforced concrete; 6 truncated domes; 10,000 Square Feet of Dryland seeding placement; and 8,200 Square Feet of sod placement

Final Payment:

The original contract was awarded on July 2, 2019 in the amount of \$588,900.00. The final project cost is \$517,783.27 which is \$71,116.73 less than the amount that was originally awarded and approved. The difference was due to the contractor's ability to minimize excavation limits. Thus reducing the amount of concrete work, sub-base and base course material required for construction. The cooperative efforts of the City and Contractor also minimized use of the miscellaneous funds programmed for this project.

Conclusion:

City staff recommends approving and making the final payment. City staff has verified that United Materials of Great Falls, Inc., has completed all work and punch list items in accordance with the plans and contract. The two year warranty period started at the time of substantial completion which was December 2, 2019.

Fiscal Impact:

The annexed residents contributed \$117,670 in funding for this project as a part of the annexation agreements. The remaining total project cost was funded through City Street and Utility funds. No additional funding is necessary.

Alternatives:

The City Commission could vote to deny approval of the final payment.

Concurrences:

Planning and Community Development, City Engineering, City Street Division and Utilities Division all recommend approval of the final payment.

Attachments/Exhibits:

Final Pay documents

Vicinity Map

PROJECT FUNDING/EXPENDITURE SUMMARY

OF 1708.0, Skyline Addition

PREPARED BY THE CITY ENGINEERS OFFICE: RJB

DATE: 08/15/2020

| PAYEE | FUND | CLAIM - NUMBER / AMOUNT / DATE | | | | |
|---|--|--------------------------------|--------------|--------------|-------------|-------------|
| | | NO. 1 | NO. 2 | NO. 3 | NO. 4 | NO. 5 |
| CONTRACTOR: United Materials | <i>Improvements other than Buildings</i> 2520-31-531-49310 | \$53,044.20 | \$149,370.85 | \$121,523.18 | \$73,110.23 | \$10,533.60 |
| | <i>Water Utility Fund</i> 5210-31-556-49010 | \$11,286.00 | \$594.00 | | | |
| | <i>Improvements other than Buildings</i> 5210-31-556-49310 | \$29,155.50 | \$1,534.50 | | | |
| | | \$93,485.70 | \$151,499.35 | \$121,523.18 | \$73,110.23 | \$10,533.60 |
| | DATE | 9/1/2019 | 10/31/2019 | 11/4/2019 | 12/5/2019 | 3/2/2020 |

| PAYEE | FUND | CLAIM - NUMBER / AMOUNT / DATE | | | | | CONTRACT AMOUNT | EXPENDITURES TO DATE | BALANCE |
|---|--|--------------------------------|-------------|-------------|--------|--------|-----------------|----------------------|-------------|
| | | NO. 6 | NO. 7 | NO. 8 | NO. 9 | NO. 10 | | | |
| CONTRACTOR: United Materials | <i>Improvements other than Buildings</i> 2520-31-531-49310 | \$17,527.40 | \$19,295.70 | \$25,630.27 | | | \$540,441.00 | \$470,035.43 | \$70,405.57 |
| | <i>Water Utility Fund</i> 5210-31-556-49010 | | | | | | \$11,880.00 | \$11,880.00 | \$0.00 |
| | <i>Improvements other than Buildings</i> 5210-31-556-49310 | | | | | | \$30,690.00 | \$30,690.00 | \$0.00 |
| | | \$17,527.40 | \$19,295.70 | \$25,630.27 | \$0.00 | \$0.00 | \$583,011.00 | \$512,605.43 | \$70,405.57 |
| | DATE | 5/1/2020 | 7/14/2020 | 8/7/2020 | | | | | |

| PAYEE | FUND | CLAIM - NUMBER / AMOUNT / DATE | | | | |
|---------------------------------------|--|--------------------------------|------------|------------|-----------|----------|
| | | NO. 1 | NO. 2 | NO. 3 | NO. 4 | NO. 5 |
| MT. DEPT. OF REV. 1% | <i>Improvements other than Buildings</i> 2520-31-531-49310 | \$535.80 | \$1,508.80 | \$1,227.51 | \$738.49 | \$106.40 |
| | <i>Water Utility Fund</i> 5210-31-556-49010 | \$114.00 | \$6.00 | | | |
| | <i>Improvements other than Buildings</i> 5210-31-556-49310 | \$294.50 | \$15.50 | | | |
| | | \$944.30 | \$1,530.30 | \$1,227.51 | \$738.49 | \$106.40 |
| | DATE | 9/1/2019 | 10/31/2019 | 11/4/2019 | 12/5/2019 | 3/2/2020 |

| PAYEE | FUND | CLAIM - NUMBER / AMOUNT / DATE | | | | | CONTRACT AMOUNT | EXPENDITURES TO DATE | BALANCE |
|---------------------------------------|--|--------------------------------|-----------|-----------|--------|--------|-----------------|----------------------|----------|
| | | NO. 6 | NO. 7 | NO. 8 | NO. 9 | NO. 10 | | | |
| MT. DEPT. OF REV. 1% | <i>Improvements other than Buildings</i> 2520-31-531-49310 | \$177.04 | \$194.91 | \$258.89 | | | \$5,459.00 | \$4,747.84 | \$711.16 |
| | <i>Water Utility Fund</i> 5210-31-556-49010 | | | | | | \$120.00 | \$120.00 | \$0.00 |
| | <i>Improvements other than Buildings</i> 5210-31-556-49310 | | | | | | \$310.00 | \$310.00 | \$0.00 |
| | | \$177.04 | \$194.91 | \$258.89 | \$0.00 | \$0.00 | \$5,889.00 | \$5,177.84 | \$711.16 |
| | DATE | 5/1/2020 | 7/14/2020 | 8/10/2020 | | | | | |

| PAYEE | FUND | CLAIM - NUMBER / AMOUNT / DATE | | | | | CONTRACT AMOUNT | EXPENDITURES TO DATE | BALANCE |
|----------------------|--|--------------------------------|-------|--------|--------|--------|-----------------|----------------------|------------|
| | | NO. 1 | NO. 2 | NO. 3 | NO. 4 | NO. 5 | | | |
| MISCELLANEOUS | <i>Improvements other than Buildings</i> 2520-31-531-43910 | \$125.98 | | | | | \$5,000.00 | \$125.98 | \$4,874.02 |
| | | \$125.98 | | \$0.00 | \$0.00 | \$0.00 | \$5,000.00 | \$125.98 | \$4,874.02 |
| | DATE | 05/28/19 | | | | | | | |
| | VENDOR | Tribune | | | | | | | |

| PROJECT # | ACCOUNT NUMBER | FUND DESIGNATION | FUNDING | EXPENDITURES | BALANCE |
|-----------|-------------------|------------------|---------------------|---------------------|--------------------|
| PW371709 | | | | | |
| | 2520-31-531-49310 | | \$576,900.00 | \$505,783.27 | \$71,116.73 |
| | 5210-31-556-49010 | | \$12,000.00 | \$12,000.00 | \$0.00 |
| | 5210-31-556-49310 | | \$5,000.00 | \$125.98 | \$4,874.02 |
| | | TOTALS | \$593,900.00 | \$517,909.25 | \$75,990.75 |

Project Totals \$593,900.00 \$517,909.25 \$75,990.75

APPLICATION FOR PAYMENT NO. FINAL

To: City of Great Falls (OWNER)
From: United Materials of Great Falls, Inc. (CONTRACTOR)
Contract: Skyline Addition, O. F. 1708.0
Project: Skyline Drive NW Reconstruction
OWNER's Contract No. O.F. 1708.0 ENGINEER's Project No. PW 371709
For Work accomplished through the date of: June 30, 2020

| | | | |
|-----|--|----|-------------------|
| 1. | Original Contract Price: | \$ | <u>588,900.00</u> |
| 2. | Net change by Change Orders and Written Amendments (+ or -): | \$ | <u>0.00</u> |
| 3. | Current Contract Price (1 plus 2): | \$ | <u>588,900.00</u> |
| 4. | Total completed and stored to date: | \$ | <u>517,783.27</u> |
| 5. | Retainage (per Agreement): | | |
| | <u>0</u> % of Completed Work: | \$ | <u>0.00</u> |
| | <u>0</u> % of stored material: | \$ | <u>0.00</u> |
| | Total Retainage: | \$ | <u>0.00</u> |
| 6. | Total completed and stored to date less retainage (4 minus 5): | \$ | <u>517,783.27</u> |
| 7. | Less previous Applications for Payments: | \$ | <u>491,894.11</u> |
| 8. | Gross Amount Due this application: (6 minus 7): | \$ | <u>25,889.16</u> |
| 9. | Less 1% State Gross Receipts Tax : | \$ | <u>258.89</u> |
| 10. | DUE THIS APPLICATION (8 MINUS 9): | \$ | <u>25,630.27</u> |

Accompanying Documentation:

CONTRACTOR's Certification:

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

Dated _____ United Materials of Great Falls, Inc
CONTRACTOR

By: _____

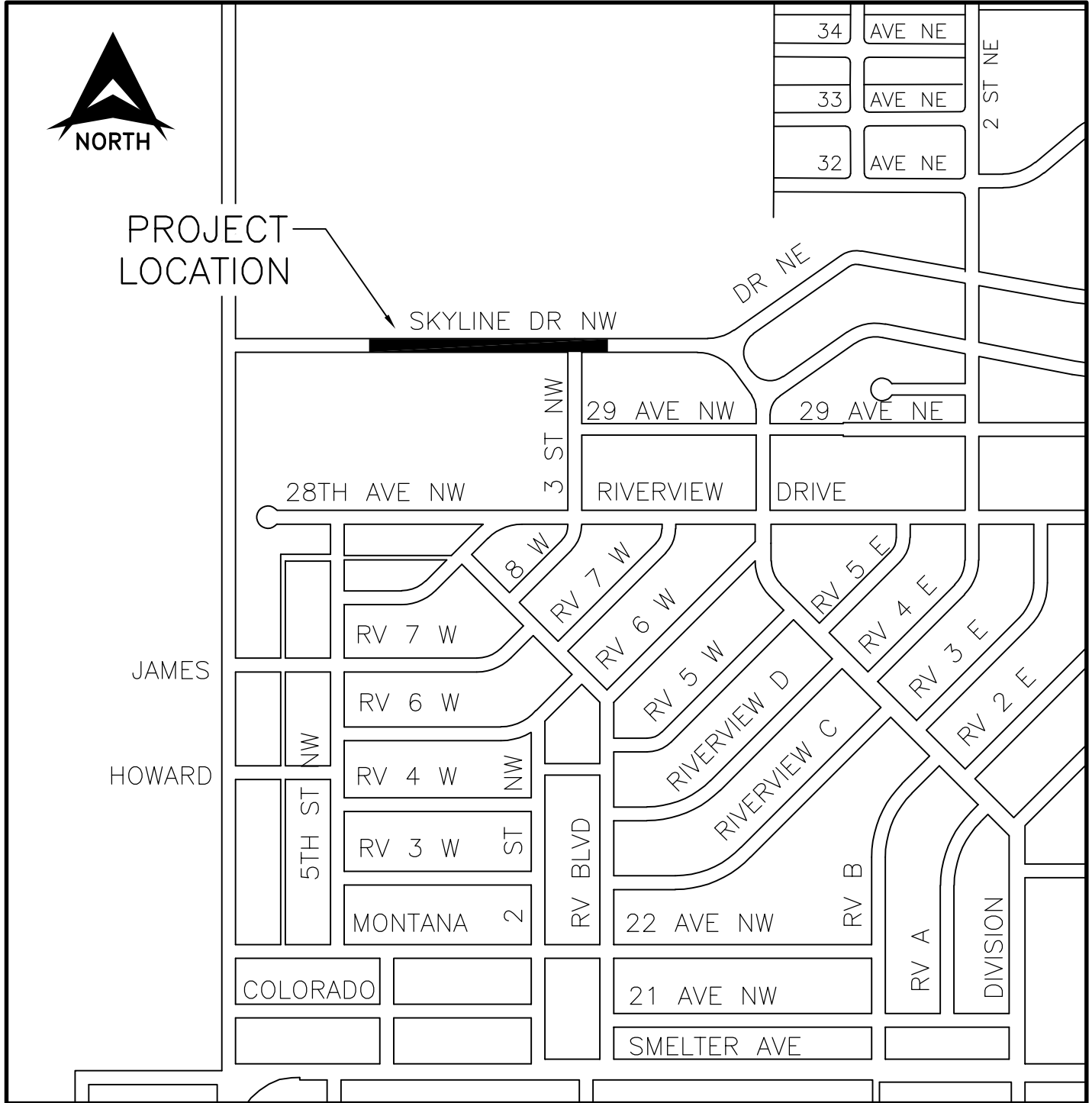
Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____ City of Great Falls
ENGINEER

By: _____

EJCDC No. 1910-8-E (1996 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute. **Modified by the City of Great Falls to add items 9 and 10.**

VICINITY MAP





Commission Meeting Date: September 1, 2020
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Defense Community Infrastructure Program (DCIP) Grant Application

From: Park and Recreation Department

Initiated By: Steve Herrig, Director, Park and Recreation

Presented By: Greg Doyon, City Manager, Steve Herrig, Director, Park and Recreation

Action Requested: Ratify the submission of the DCIP Grant Application

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (ratify/reject) the submission of the DCIP Grant application to OEA (Office of Economic Adjustment) for the amount of \$10,000,000 as a match for the new Aim High/Big Sky Recreation Facility.”

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 grant application for match amount from the federal government for the new recreation facility.

Summary: If the grant is successful, the City of Great Falls would receive \$10,000,000 toward constructing and furnishing a \$20,000,000 indoor recreation and aquatic facility.

Background: Staff had presented to the City Commission at the June 16, 2020 work session on the submission of a proposal that would allow the City to receive matching funds from the Office of Economic Adjustment for a \$20,000,000 indoor recreation and aquatic facility. The City Commission was informed at that meeting that the City would hear back on the proposal in August and would need to submit the grant application in a short timeframe if successful. The City was short-listed and submitted the grant application on August 26, 2020 and will hear on the outcome by September 18, 2020.

Fiscal Impact: The City’s portion of the match would come from the already established Great Falls Park District No. 1.

Alternatives: Rejection of the DCIP grant application submittal to the OEA would result in the City’s not being able to build an indoor recreation and aquatic facility which would benefit the community, as well as the military members of Great Falls.

Concurrences: The Park and Recreation Advisory Board is in favor of the submission of the DCIP grant.



Commission Meeting Date: September 1, 2020

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10366 – Authorizing the Expenditure of Funds in the Amount of \$5,050 from the West Bank Urban Renewal Tax Increment Financing District to the Great Falls Business Improvement District to Assist in the Funding of the Great Falls Wayfinding Plan

From: Alaina Mattimiro, Planner I, Planning and Community Development

Initiated By: Great Falls Business Improvement District

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

Action Requested: Adopt Resolution 10366

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 10366, authorizing the expenditure of funds in the amount of \$5,050 from the West Bank Urban Renewal Tax Increment Financing District to the Great Falls Business Improvement District to assist in the funding of the Great Falls Wayfinding Plan.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Staff Recommendation:

The Great Falls Planning Advisory Board reviewed the BID’s request at their August 11th, 2020 Board meeting and recommended that the City Commission approve the requested TIF funds. Staff also recommends approval of the request based on the findings of the required criteria.

Background:

The West Bank Urban Renewal Plan and Tax Increment Financing (TIF) District were adopted by the Great Falls City Commission in 2007 and encompass property on the west bank of the Missouri River on either side of the Central Avenue West Bridge. The purpose of creating the West Bank TIF was to address blighted conditions that had diminished the environmental, economic, and cultural well-being of

the West Bank area over time and foster economic development, job creation, and improve overall environmental quality.

In June of 2020, the Business Improvement District (BID) submitted an application to request the use of Tax Increment Financing funds from the West Bank TIF to use towards a Wayfinding Signage Plan for the community. Many communities across the country, including those within Montana, have an inventory of wayfinding signs directing first-time visitors to key destinations. Implementing a comprehensive wayfinding sign plan for Great Falls has long been a community goal.

To this end, the BID was able secure a Montana Main Street Grant to fund a portion of the cost of developing a Wayfinding Plan. Several years ago, the City Commission also approved the expenditure of \$25,000 of Downtown TIF funds towards developing a Wayfinding Plan. Since then, a consulting firm (Cushing Terrell) has been hired to guide the planning process. The purpose of the \$5,050 West Bank TIF request is to complete the funding amount needed to pay Cushing Terrell. The goal of the Plan is to establish clear and consistent signage that connects pedestrians, cyclists, and vehicles towards the core of Great Falls, including the West Bank TIF District and the Downtown TIF District. The need for a wayfinding plan comes from the challenges the City faces with linking visitors and residents with community attractions.

The Wayfinding Plan, once funded, will incorporate elements from Great Falls Tourism's branding efforts. This could include signs directing people to West Bank's many important destinations, such as the River's Edge Trail, West Bank Park, Federal Courthouse, the West Bank One and West Bank Landing mixed use developments, and the ExpoPark. The Plan will also help connect those places with the Downtown core across the river. If this request is approved and the consultant study fully funded, the Wayfinding Plan is expected to be completed within the next year. At that point, the BID would be able to work with various stakeholders, including the City, to secure funding for sign installation.

Review Criteria:

Preliminary Findings

After thorough review and evaluation of the Project, City staff has determined:

- No persons will be displaced from their housing by the Project or the infrastructure improvements.
- The Project and the infrastructure improvements substantially satisfy the review criteria of the funding application process and meet the purpose and goals of the State Law, the District and Plan.
- The infrastructure improvements constitute public improvements in accordance with the Act.
- A sound and adequate financial program exists for the financing of the infrastructure improvements.

Montana Code Annotated (MCA) TIF Regulations

The creation and administration of TIF Districts are governed by State Law. According to Montana Code Annotated (MCA) (7-15-4288), tax increment can only be used for the following purposes: The tax increment may be used by the local government to pay for the following costs of or incurred in connection with an urban renewal plan or targeted economic development district comprehensive plan:

1. land acquisition;
2. demolition and removal of structures;
3. relocation of occupants;

4. the acquisition construction, and improvement of public improvements or infrastructure, including streets, roads, curbs, gutters, sidewalks, pedestrian malls, alleys, parking lots and off-street parking facilities, sewers, sewer lines, sewage treatment facilities, storm sewers, waterlines, waterways, water treatment facilities, natural gas lines, electrical lines, telecommunication lines, rail lines, rail spurs, bridges, publicly owned buildings, and any public improvements authorized by Title 7, chapter 12, parts 41 through 45; Title 7, chapter 13, parts 42 and 43; and Title 7, chapter 14, part 47, and items of personal property to be used in connection with improvements for which the foregoing costs may be incurred;
5. costs incurred in connection with the redevelopment activities allowed under 7-15-4233;
6. acquisition of infrastructure-deficient areas or portions of areas;
7. administrative costs associated with the management of the urban renewal area or targeted economic development district;
8. assemblage of land for development or redevelopment by private enterprise or public agencies, including sale, initial leasing, or retention by the local government itself at its fair value;
9. the compilation and analysis of pertinent information required to adequately determine the needs of the urban renewal area or targeted economic development district;
10. the connection of the urban renewal area or targeted economic district to existing infrastructure outside the area or district;
11. the provision of direct assistance to secondary value-adding industries to assist in meeting their infrastructure and land needs within the area or district; and
12. the acquisition, construction, or improvement of facilities or equipment for reducing, preventing, abating, or eliminating pollution.

City of Great Falls TIF Review Criteria

In order for the City Commission to approve any TIF funding request, the request must meet the criteria recommended in the Urban Renewal Plan, as well as be eligible for TIF participation in accordance with MCA guidelines noted in this report. To aid in this determination, the City of Great Falls' Tax Increment application Process established twelve specific criteria to assess the merits of projects against the Plan. Those criteria are:

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

Staff Analysis – The proposed small expenditure of \$5,050 has the potential to add important Wayfinding Sign infrastructure into the West Bank TIF District. Although decisions have not yet been made about what entities will be owning and maintaining future wayfinding signs, the signs will likely be installed in the public right of way and direct people to public facilities.

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

Staff Analysis – The economic benefits of community wayfinding are well established. The future installation of wayfinding signs within the West Bank District will increase visitation and economic activity at key destinations within the TIF District.

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

Staff Analysis – With the implementation of the Wayfinding Plan, the amount of business and traffic that the district sees will increase and spur further build out of the area. The future development within West Bank will continue to become more feasible and create additional assessed property tax valuation for the District.

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

Staff Analysis – If approved, the TIF funds will be used to complete the Great Falls Wayfinding Plan, which will not directly create any new employment other than the eventual installation of a large number of wayfinding signs. However, through spurred investment, increased tourism, and growing businesses, the Wayfinding Plan should indirectly help expand the availability of employment opportunities within the West Bank TIF District.

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

Staff Analysis –The West Bank TIF District was specifically adopted to implement the West Bank Urban Renewal Plan. Additional visitation of destinations within the West Bank Urban Renewal Plan area will lead to economic development opportunities to further eliminate blight within the District.

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

Staff Analysis – Staff believes that the opportunity to leverage TIF District funds to benefit not only the Downtown and West Bank TIF Districts but create a community wayfinding plan, is a unique opportunity to meet an unmet community need.

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

Staff Analysis – This is a difficult criterion to assess because of the nature of the applicant’s request. Over the long term, the implementation of wayfinding signs within the District will create positive impacts to existing businesses within the Urban Renewal Area.

- 8) Financial Assistance – Other forms of financing available to the Applicant, Lender

participation, industrial development revenue bonds, and state and federal grant monies, for example are examined to assess the need for TIF assistance.

Staff Analysis – This request for TIF funds will be used in addition to \$25,000 from the Downtown Urban Renewal TIF District, \$15,000 from a Montana Main Street Grant, as well as funds committed by the BID, Downtown Development Partnership, Great Falls Development Authority, and Great Falls Area Chamber of Commerce.

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

Staff Analysis – Because this criterion is tailored to fit development project proposals seeking TIF funds, it is not applicable to the applicant's request to financially support the Wayfinding Plan project.

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

Staff Analysis – As noted earlier in the agenda report, the consultant for the project has already been retained. Additionally, meetings between the consultant and the Wayfinding Plan Steering Committee are well underway. As a result, the BID clearly has the ability to complete the planning process.

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

Staff Analysis – Staff believes that the applicant will be able to meet the development schedule as noted within the application.

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

Staff Analysis – This is not an applicable criterion for the applicant's request.

Fiscal Impact:

The applicant's request is only a small portion of what will be required to complete the Wayfinding Plan study. Additionally, the \$5,050 request is a very small percentage of the current West Bank TIF balance of approximately \$309,000.

Alternatives:

The City Commission could deny the TIF funding request, in which case alternative findings would need to be provided.

Concurrences:

The Applicant's request for TIF funding has been reviewed by the City's Finance and Legal Departments, as well as the City's outside legal counsel from Dorsey & Whitney LLP.

Attachments/Exhibits:

TIF Application
West Bank TIF District Map

West Bank Urban Renewal Plan
Resolution 10366

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

Project Name: Great Falls Wayfinding Plan

Date submitted: June 1, 2020

Name of TIF District: West Bank TIF District

APPLICANT INFORMATION

Name: Great Falls Business Improvement District

Address: 318 Central Avenue, Great Falls MT 59401

Telephone: (406) 727-5430

DEVELOPMENT INFORMATION

- 1. Building Address: Not applicable
- 2. Legal Description: Not applicable
- 3. Ownership: Not applicable
Address: Not applicable
- 4. If property is not owned by the Applicant, list leasehold interest: *(Attach evidentiary materials)*.
Name: Not applicable
Address: Not applicable
- 5. Existing/Proposed Businesses: Great Falls Business Improvement District

Business Description:

The Great Falls Business Improvement District (BID) is the focal point of regional commerce for social, cultural, governmental, business and residential activity in downtown Great Falls. The goal of the BID is to maintain, beautify, and stimulate development in Great Falls’ historic downtown district. The BID is operated by an all-volunteer Board of Directors who are property owners or their designated representatives within the district; with additional administrative support within their office setting. All board members are appointed by the City Commission.

The BID has proven itself to be a vital part of the downtown area providing for improvement and beautification. The BID has taken the lead in organizing and securing funding for the development of a Great Falls area-wide Wayfinding Plan.

- 6. Employment: Existing FTE Jobs: None directly by BID

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

7. Architectural/Engineering Firm: Cushing Terrell

Address: 219 2nd Avenue South, Great Falls, MT 59405

Representative: Nicole Olmstead

406.922.7128 NicoleOlmstead@cushingterrell.com

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

The application seeks \$5,050 to complete the funding needed to develop a Great Falls area-wide Wayfinding Plan. The City Commission has supported this project by allocating \$25,000 from the Downtown Urban Renewal TIF District. The total cost of the Wayfinding Plan project is \$66,550, determined through a competitive bid process overseen by the BID with participation from City staff and the Downtown Development Partnership. Cushing Terrell was selected to develop the plan amongst eight firms that responded to the RFP.

The BID in partnership with the City secured a Montana Main Street Grant in the amount of \$15,000 for the project. The BID, the Tourism Business Improvement District, and the Downtown Development Partnership have each committed \$6,500 toward the project. The Great Falls Development Authority and the Great Falls Area Chamber of Commerce have each committed \$1,000. This leaves a gap of \$5,050 to fund the project.

The City, BID and partners have been working to secure the funds for a Wayfinding Plan for many years. The need for a wayfinding plan in Great Falls stems from the challenges the City faces with connecting pedestrians, cyclists, and vehicles with downtown Great Falls and adjacent destinations including the River’s Edge Trail, City Parks, and other community attractions.

The primary goals of this project are to:

- 1) Establish clear and consistent signage geared towards pedestrians, cyclists, and vehicles that connects residents and visitors with downtown Great Falls and the area’s cultural, natural, and recreational amenities.
- 2) Incorporate elements from Great Falls Tourism’s logo/branding efforts into the Wayfinding Plan.
- 3) Incorporate a variety of different types of signs (pole signs, wall signs, murals, freestanding signs, banners, kiosks, maps, etc.) that reinforce Great Falls’ sense of place and identity, and give people an understanding of the layout of Great Falls.
- 4) Develop signs that add to Great Falls’ aesthetic while not contributing to visual discord for vehicles, pedestrians, and cyclists.
- 5) Ensure signs comply with all applicable local, state, and federal regulations pertaining to signs.

The West Bank TIF District includes and abuts a number of important destinations that need to be incorporated into a Great Falls Wayfinding Plan. These include the River’s Edge Trail, West Bank Park, Federal Courthouse, West Bank One and West Bank Landing developments, and the ExpoPark. The West Bank TIF District will directly benefit from being included in the Wayfinding Plan because it will help spur further investment in the District and increase public enjoyment of the amenities offered in the District.

We expect the Wayfinding Plan will include signage and other wayfinding methods that will help people find their way to the West Bank Urban Renewal Area and to find things within the Area. Many people travel from out side Great Falls and need or want to find public locations such as the Federal Courthouse, West Bank Park, and the River’s Edge Trail that runs through the Area, as well as private locations such as West Bank One, West Bank landing, and the iconic Cowboy Bar. Wayfinding within the Area for pedestrians, bicyclists and autos is also an important componenet of the Wayfinding Plan, as is the connection of downtown and ExpoPark to the West bank Urban Renewal Area.

9. Please provide rehabilitation/construction plans (attach schematics, site and landscaping plans).
Not applicable

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

Funds will be expended as the expenses occur. The project is expected to be completed within the next year.

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

No, not for this project, except for the Downtown TIF funds already allocated for the project by the City Commission.

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

The BID requests \$5,050 to complete the funds needed for the project, totaling \$66,550. The project will be completed within twelve months.

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

Not applicable

TOTAL PROJECT DEVELOPMENT COSTS

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

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

Land Acquisition

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

Demolition and Removal of Structure

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

Relocation of Occupants

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

Public Improvements

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

Fees (associated with eligible activities)

| | | |
|----------|---------------------------|-------------------|
| Total | Amount requested from TIF | Timing for Funds |
| \$66,550 | \$5,050 | As expenses occur |

CERTIFICATION

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

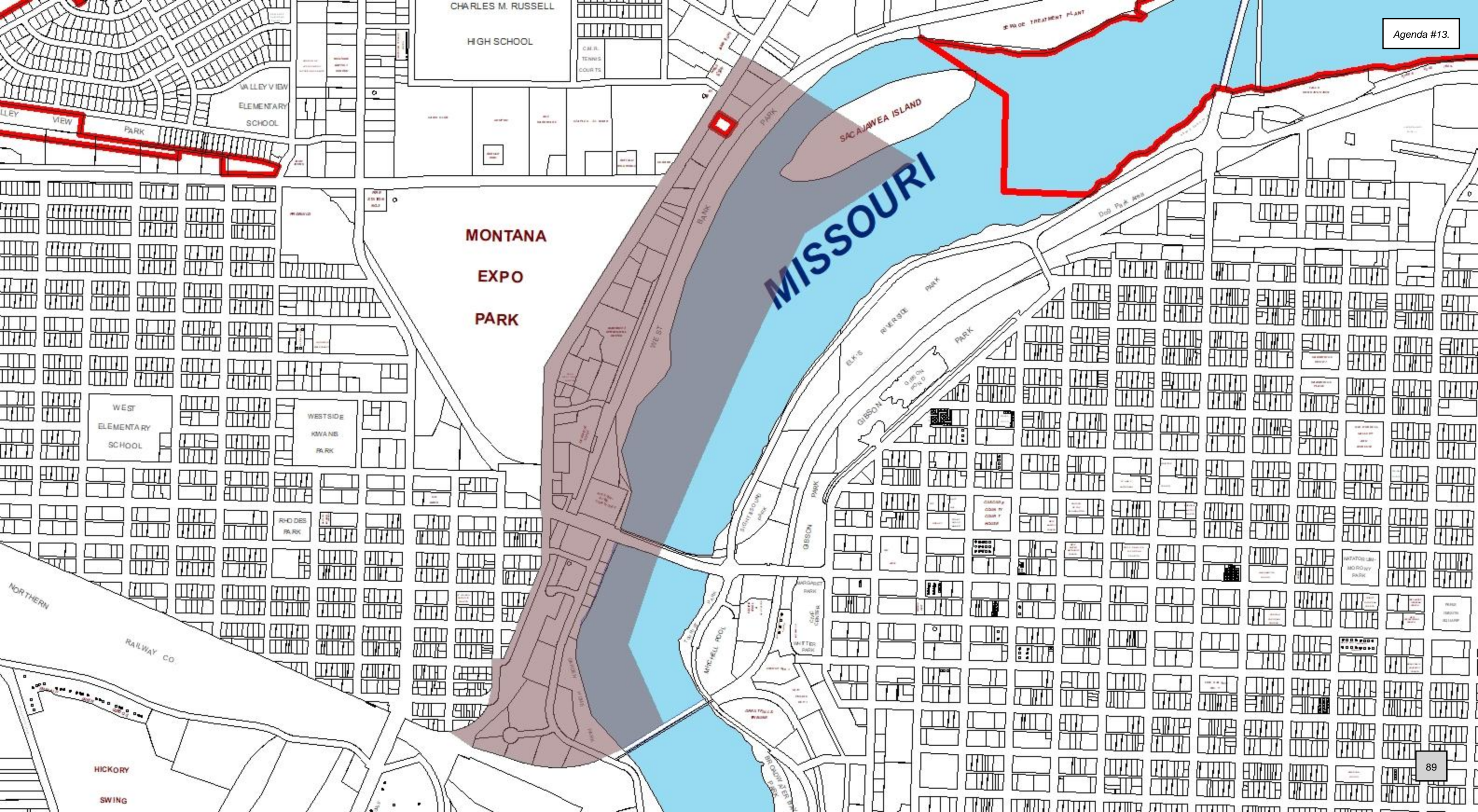
Signature _____

Joan Redeen

Title Community Director, Great Falls Business Improvement District

Address 100 1st Avenue North, Great Falls MT 59401

Date _____



West Bank Urban Renewal Plan Great Falls, Montana



2007

Acknowledgements

We wish to thank the following for their contributions to the West Bank Urban Renewal Plan:

- Great Falls City Commission
- Great Falls Planning, Community Development, Fiscal Services, and Public Works Departments
- City Manager's Office
- Great Falls Neighborhood Council #2
- Great Falls Economic Development Authority
- West Bank Area Property Owners and Stakeholders
- Great Falls Planning Board

Planning Oversight:

- Benjamin Rangel, Great Falls Planning Director

Project Consultant:

- Janet Cornish, Community Development Services of Montana

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Chapter 1. Introduction

The City of Great Falls, Montana is embarking on a program of urban renewal for the area known as West Bank, bounded on the West by 3rd Street NW/SW, on the East by the center line of the Missouri River, on the North by a point just north of 14th Avenue NW and on the South by a point just south of 5th Avenue SW. (See Figure 1, below.) The area, which has been designated by the Great Falls City Commission as the West Bank Urban Renewal District is in transition. Historically, the District was characterized by heavy industrial uses. However, as the City has grown, industrial development has shifted to the city's periphery. At the same time, the community is promoting a more diversified and integrated development within the city's core, focusing on mixed uses – recreational, commercial and residential. The West Bank's proximity to the River and associated parkland, as well as to a major roadway (3rd Street NW/SW), makes it a logical place to encourage new mixed-use development in concert with efforts to revitalize downtown Great Falls. The revitalization of the West Bank area is being undertaken in cooperation with efforts to address contamination of an area within the District, formerly occupied by a brewery and an oil refinery and currently occupied by the County Shop complex and a specialty seed mill.

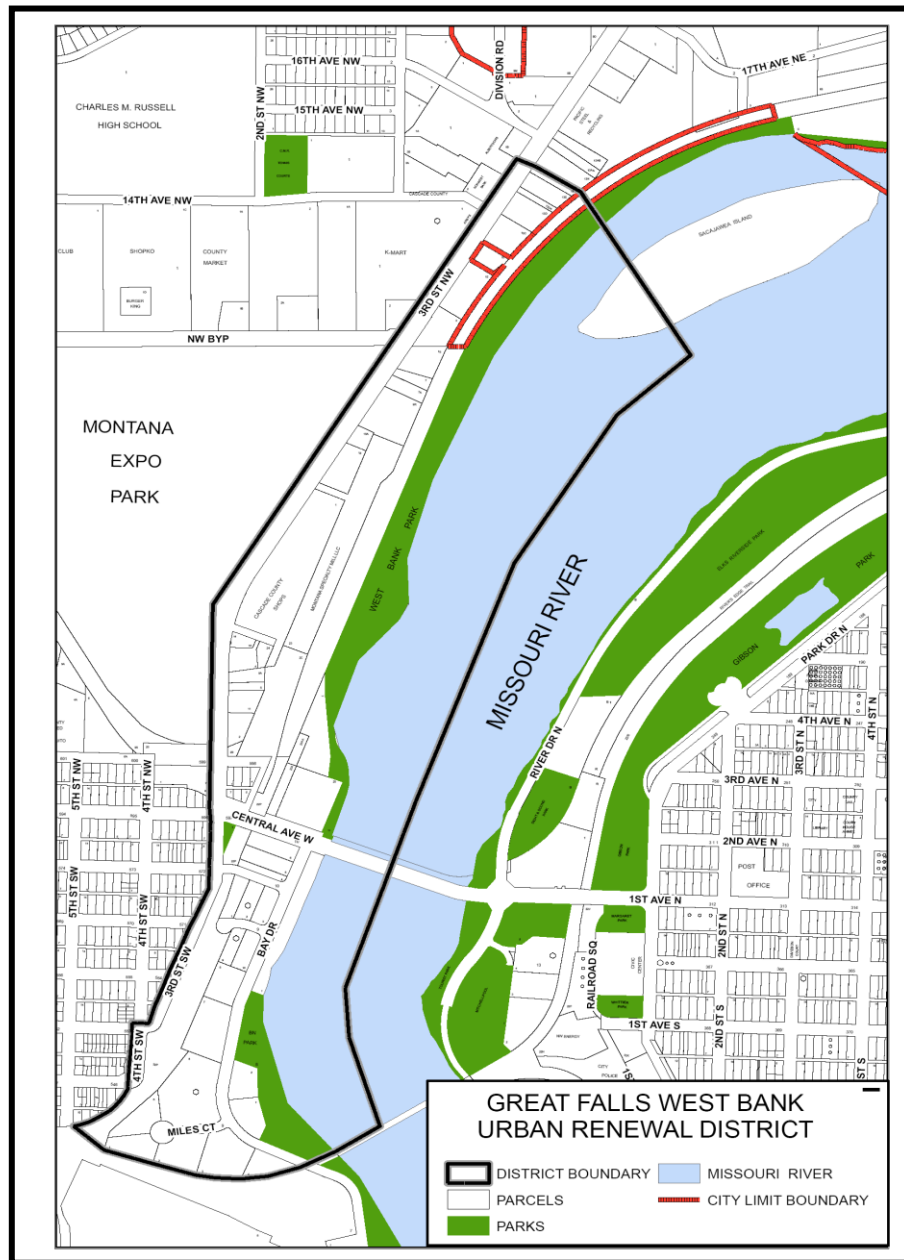
This urban renewal effort is being undertaken in accordance with the Montana Urban Renewal Law which provides for the renewal of "blighted" areas in 7-15-42 and 7-15-43, MCA, as follows:

- 7-15-4209.** Development of workable urban renewal program. (1) A municipality, for the purposes of this part and part 43, may formulate a workable program for utilizing appropriate private and public resources:
- (a) to eliminate and prevent the development or spread of blighted areas;
 - (b) to encourage needed urban rehabilitation;
 - (c) to provide for the redevelopment of such areas; or
 - (d) to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program.
- (2) Such workable program may include, without limitation, provision for:
- (a) the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards;
 - (b) the rehabilitation of blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements; by encouraging voluntary rehabilitation; and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and
 - (c) the clearance and redevelopment of blighted areas or portions thereof.

On November 8, 2006, the Great Falls City Commission authorized an investigation of the West Bank area. The purpose of the investigation was to determine the presence and extent of blight within the area as defined by the Montana Urban Renewal Law (7-15, Parts 42 and 43 MCA) as a first step in preparing a *West Bank Urban Renewal Plan*. The investigation culminated in a "Finding of Blight", that was adopted by Resolution 9626 (attached as Appendix A) by the Great Falls City Commission on December 5, 2006. In particular, the Resolution identified the following blighted conditions:

1. Physical deterioration of buildings and properties
 - Many of the structures in the defined area are in poor repair and properties are poorly maintained. City building permit information indicates that the majority of existing structures have not been substantially improved for at least twenty years.
2. Inappropriate or mixed uses of land or buildings
 - The presence of existing heavy industrial uses within the defined area is incompatible with retail, commercial, residential and parkland development. This land use conflict has proven to be a disincentive to the improvement of properties within the area by private enterprise.
3. Defective street layout
 - Much of the area is without streets, sidewalks, curbs, or gutters resulting in poor traffic circulation and storm drainage problems.
4. Unsanitary and unsafe conditions
 - Portions of the defined area are included in the list of priority sites maintained by the Montana Department of Environmental Quality under the Comprehensive Environmental Cleanup and Responsibility Act (CECRA) and are designated a Brownfield site as defined by the U.S. Environmental Protection Agency. Contamination on the site is associated with historic industrial activity and has affected both the soil and groundwater and threatens to contaminate the Missouri River.

Figure 1. Great Falls West Bank Urban Renewal District



Statement of Purpose

Changes in land use in the West Bank area, in conjunction with the proposed removal of contamination associated with historic industrial activities, provides an opportunity for area redevelopment through public-private partnerships. The City of Great Falls has chosen to participate in this redevelopment effort through the creation of an urban renewal program, including a tax increment financing (TIF) provision to help fund public investment in the area.

This Urban Renewal Plan provides direction to the City of Great Falls in fostering the revitalization and economic development of the West Bank Urban Renewal District. The Plan provides a “platform” for redevelopment activities that will be undertaken by a variety of public and private entities over the next several decades. More particularly, this Plan recommends a series of programs and projects that will be undertaken by the local government to encourage reinvestment in the District and to address blighted conditions that have diminished the environmental, economic and cultural well-being of the West Bank area over time.

Although the Montana Urban Renewal Law recognizes that eliminating urban blight is a matter of public interest, this Plan has been developed, based on the underlying principle that it is the citizens who work, reside and own property in the West Bank Renewal District who will be engaged directly in the revitalization effort. Further, the Plan has been prepared with respect to three Guiding Principles as follows:

- The plan for the West Bank Urban Renewal District should foster economic development and job creation.
- The improvement of the overall environmental quality of the West Bank Urban Renewal District is critical.
- Protection and enhancement of the West Bank Park and the Missouri River, which form the eastern boundary of the District are key in the redevelopment of the West Bank Urban Renewal District.

The West Bank Urban Renewal Plan outlines the approach that the City of Great Falls will take in responding to blighted conditions within the District. The Plan recommends ways to comprehensively address the problems and opportunities that face the area. However, the Plan recognizes that this area is in transition and therefore prescribes a large measure of flexibility in devising solutions and provides for ongoing planning on the part of the City, the residents, the businesses and property owners.

Chapter 2. Description of the Urban Renewal District

Legal Description of the West Bank Urban Renewal District

The West Bank Urban Renewal District includes all that real property in the City of Great Falls, County of Cascade, State of Montana, which lies within the following described boundary, excluding any unincorporated property, as of October 2006:

“The POINT OF BEGINNING is at the intersection of the north right of way line of 4th Avenue SW and the east right of way line of 4th Street SW; thence northeasterly along the west right of way line of 3rd Street SW and 3rd Street NW to its intersection with the northwest/southeast projection of the north property line of the parcel of land legally described as Mark No.13, Section 2, Township 20 North, Range 3 East (Geo-code #3015-02-1-10-06); thence southeasterly along the northwest/southeast projection of the north property line of the parcel of land legally described as Mark No.13, Section 2, Township 20 North, Range 3 East (Geo-code #3015-02-1-10-06) to the centerline of the Missouri River; thence southwesterly/southeasterly along the centerline of the Missouri River to the north edge of the BNSF Railway/Missouri River Bridge; thence southwesterly along the north edge of the BNSF Railway/Missouri River Bridge and the north right of way line of the BNSF Railway main line (coincidental with the south property line of Lots 1-4, Block 9, BN Car Shop Addition to Great Falls) to its extended connection with the south end of the east right of way line of 5th Street SW (coincidental with the southwest corner of Lot 10, Block 546, 6th Addition to Great Falls); thence northeasterly along the west right of way line of the BNSF Railway spur line (coincidental with the south/southeast boundary of Block 546, 6th Addition to Great Falls) to the intersection of the south right of way line of 5th Avenue SW and the west right of way line of 4th Street SW; thence north along the west right of way line of 4th Street SW to its intersection with the north right of way line of 4th Avenue SW; thence east to the POINT OF BEGINNING.”

Area History

Historically, the west side of the Missouri River in Great Falls was the home of Montana’s largest gasoline refinery, built by the Great Falls Sunburst Oil and Refinery Company. The refinery began operations in early 1923 along the 300 and 400 block of 3rd Street Northwest and was subsequently purchased by the California Eastern Oil Company in 1927. Cascade County took possession of the property in 1936 after California Eastern failed to pay gasoline license taxes and associated delinquent fees. By 1938 Cascade County had constructed its shops (Figure 2) at the site (Great Falls Tribune, December 16, 2001).



Figure 2 Cascade County Shops

The West Bank area includes the site of the former Montana Brewing Company complex, built in 1893-94, just north of Central Avenue West, along the Missouri River. In 1933, it became the malt plant for the Great Falls Brewery, Inc., finally closing in 1968. (Figure 3.) The last remnants of the site were finally removed in July of 2006 to make way for a new 54,000 square foot Federal Courthouse (July 11, 2006, Sun River News).

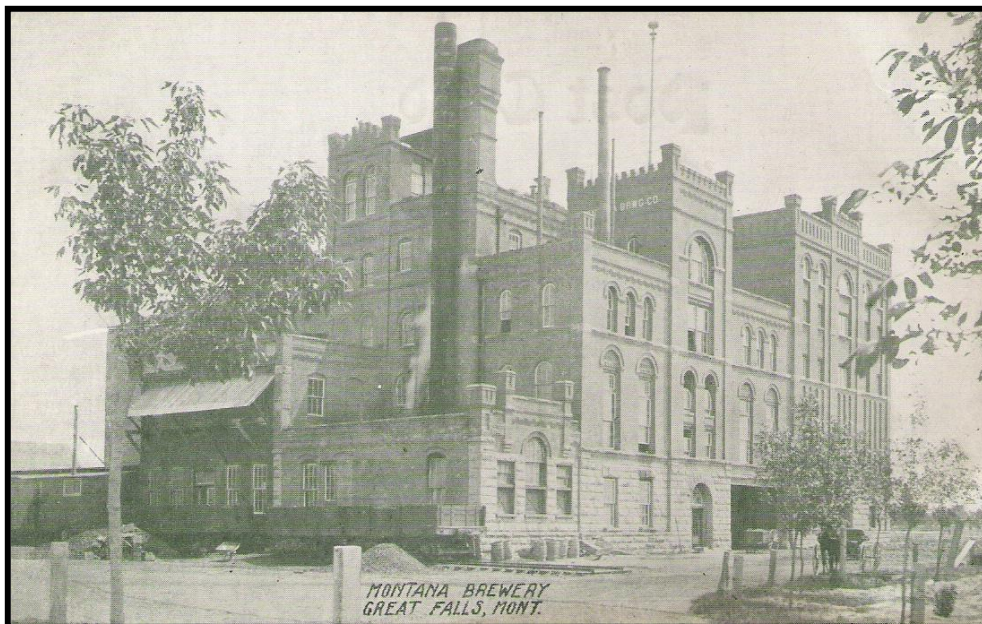


Figure 3. Montana Brewery.

Existing Characteristics

The West Bank Urban Renewal District continues to be largely characterized by industrial and warehouse uses. It also contains a small number of residences and a variety of retail and service oriented businesses, including a veterinary clinic, the Cowboy's Bar and the J Bar T Tavern. The area just south of the County Shops and Montana Specialty Mills includes the site where the new Federal Courthouse will be built. South of Central Avenue West, the District is more sparsely developed, but includes the Montana Association of Electrical Cooperatives offices as well as a former highway department structure, now held privately (Figure 4). The northern end of the District is directly adjacent to a growing commercial area. It includes the Stockman Bank, built within the last few years and will include a new Walgreens Pharmacy, already under construction.



Figure 4. Former Highway Department Building

The District encompasses portions of two Census Tracts (See Table 1) and 51 parcels. A list of the properties by parcel is included in Appendix B.

| Census Tract | Census Block Group | Block Number | Population | Housing Units |
|---------------------|---------------------------|---------------------|-------------------|----------------------|
| 16 | 2 | 2000 | 0 | 0 |
| 16 | 2 | 2017* | 45 | 15 |
| 16 | 5 | 5001 | 8 | 3 |
| 16 | 5 | 5002 | 0 | 0 |
| 16 | 5 | 5004 | 0 | 0 |
| 16 | 5 | 5005 | 0 | 0 |
| 18 | 3 | 3000* | 4 | 2 |
| 18 | 3 | 3019** | 0 | 0 |
| 18 | 3 | 3020* | 0 | 0 |
| Totals | | | 57 | 20 |

Source: U.S. Census (2000 Information)

Notes: * Only a portion of this block is in the Urban Renewal District

** This is the parcel that is not incorporated into the City of Great Falls

Census designations are noted in Figure 5.

Zoning Designation

The City of Great Falls has zoned the West Bank area M-2, *Mixed-use Transitional*. The Great Falls Zoning Ordinance describes an M-2 zone as follows: “This zoning designation is intended to promote a transition over time to a predominately mixed-use land use pattern. Because of changing economic conditions and other factors, some current uses do not represent the highest and best use, given other more suitable areas. Current industrial uses and warehouses are not considered nonconforming. As such, current industrial uses and warehouses existing at the time this Title was adopted are allowed to expand or to be re-established, if damaged, provided development and appearance standards under the purview of the Design Review Board are met.”

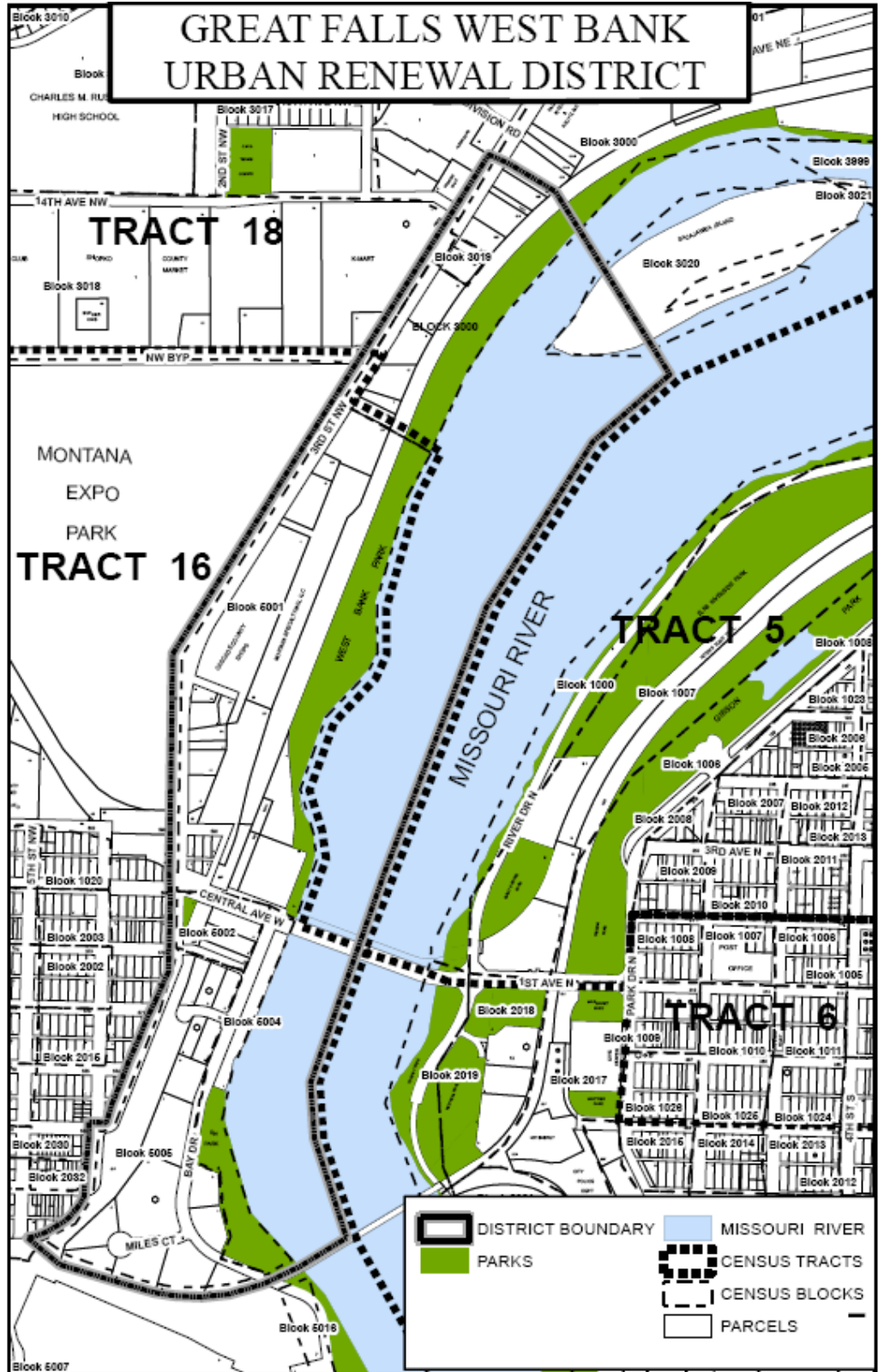


Figure 5. Census Designations

Chapter 3. Key Findings

This chapter of the Urban Renewal Plan provides an overview of the challenges and opportunities associated with the redevelopment of the West Bank Urban Renewal District. Information presented here has been gleaned from interviews and meetings with area property owners and residents, local government staff, Neighborhood Council #2 and other area stakeholders. While the West Bank Urban Renewal District can be characterized as blighted, the area has a number of recognized assets that will help foster redevelopment. For example, there is wide-spread support for area revitalization among property owners, stakeholders and the community in general.

Area Assets and Opportunities

The Missouri River and West Bank Park

The West Bank Urban Renewal District is bounded on the east by West Bank Park and the Missouri River which provide important scenic, natural, historic and recreational resources to residents and visitors. As noted in the 2004 *Missouri River Urban Corridor Plan*, the River is “a major community asset for enhanced livability, growth and economic development”. The District’s proximity to the river, in combination with West Bank Park can attract new development. The *Corridor Plan* also points out that the “Riverfront...creates real estate value [associated with its] proximity to water, views and public open space.”

Proximity to Downtown/Combating Urban Sprawl

The City’s plan to undertake the renewal of the West Bank area can be viewed as part of the overall effort to revitalize the city’s central business district and to discourage urban sprawl in general. As noted in the 2002 Great Falls Development Authority’s proposal to EPA for Brownfield Assessment grant funds, the redevelopment of “lands that have existing infrastructure...makes good planning sense, and it keeps redevelopment affordable and reduces urban sprawl. It also creates jobs in the city, close to where people live.”

Proximity to Transportation Corridors

The West Bank area is situated along two critical four-lane arterials – Central Avenue West and 3rd Street NW, which provide important links between downtown Great Falls, Interstate 15, the airport and the fairgrounds. The area has experienced increased traffic counts on 3rd Street Northwest and the Northwest Bypass, offering opportunities for successful development. The 2003 *Great Falls Area Transportation Plan* identifies 3rd Street Northwest as a major traffic corridor that is experiencing heavy traffic volumes.

Finally, railroad service is provided on an as needed basis to service Montana Specialty Mills and Montana Refining Company.

Existing and Proposed Area Development

As noted above, the West Bank Urban Renewal District is experiencing a change in land use, from heavy industrial to mixed uses. The new Federal Building, to be located on the former brewery property and the Walgreens Pharmacy, which is under construction in the northern portion of the District, will provide two important anchors for the District. The area is also home to a number of retail and service businesses. Finally, the Montana Expo Park borders the District on the west, providing an important traffic generator, as well as a potential partner in redevelopment efforts.

Challenges

Clean-up of Contaminants

The Third Street Northwest Groundwater Site is located within the West Bank Urban Renewal District and includes the County Shops, Montana Specialty Mills, portions of the BNSF Railway spur and West Bank Park. The Site is listed on the State of Montana’s “Mini- Superfund Sites” because of petrochemical related contamination. Figure 6 shows the contaminated portion of the District.

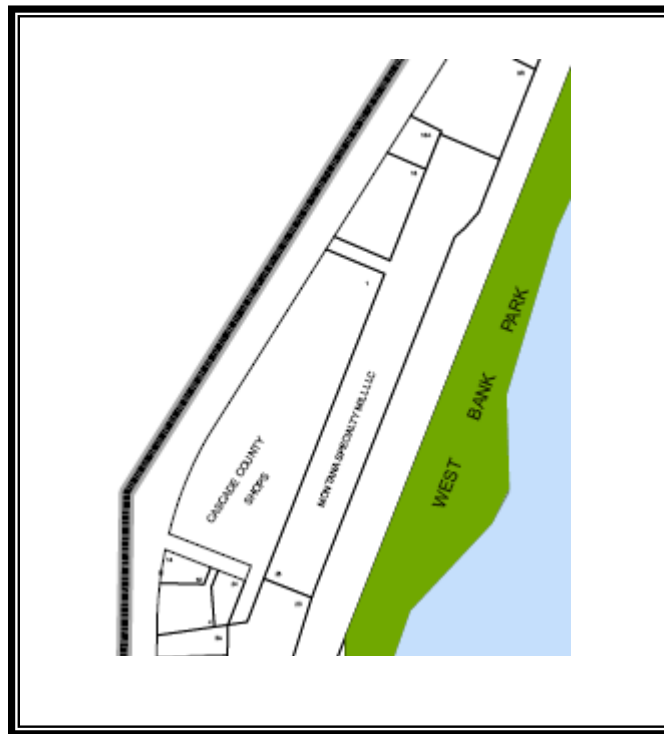


Figure 6. Contaminated Area

Clean-up of these contaminants will occur sequentially. For example, contaminants cannot be removed from West Bank Park until the County Shops and Montana Specialty Mill areas are addressed, because they are the “upstream” source of the pollutants. (See Table 2, Remediation Schedule in Chapter 4.) Redevelopment cannot occur in these areas until clean-up is complete.

Lot Size

Some of the properties within the urban renewal district are too small to accommodate new office or commercial development. Prior to significant redevelopment occurring, some of the smaller parcels of land will have to be consolidated, particularly those at the southern end of the District.

Access

While the District is adjacent to major arterials, access to and within the West Bank area is limited. In addition to the absence of roads, the railroad tracks that run north-south and parallel to the riverfront make it difficult to address the District’s transportation needs of vehicles and pedestrians. In particular, the sidetrack which currently serves Montana Specialty Mills, and which will no longer be needed once the mill is relocated, limits east-west access through a large portion of the District. Overall, the area lacks the necessary infrastructure to link recreational and commercial uses, which will ultimately be key to the successful redevelopment of the District.

Blighted Conditions in the West Bank Urban Renewal District

A Finding of Blight report for the West Bank Urban Renewal District was prepared in November of 2006. The following excerpts provide a general overview of blighted conditions in the District.

Physical deterioration of buildings

Although most of the buildings within the proposed West Bank Urban Renewal District are in use, the area generally has a deteriorating appearance. Many structures are in poor repair and properties are often poorly maintained, cluttered with refuse and waste storage areas.

According to building permit information prepared by the Great Falls Community Development Department, the majority of structures in the proposed district were constructed prior to the 1980s and many were constructed in the 1950s. While age alone does not indicate deterioration, permit information indicates that few major improvements have been made in recent decades.

Inappropriate or mixed uses of land or buildings

The eastern edge of the West Bank Urban Renewal District includes portions of West Bank Park, an important recreation and scenic resource for the City of Great Falls. The park is located adjacent to areas that have been blighted by industrial pollution and refuse storage sites. These detract from and diminish the quality of the park. The District includes a number of retail and service establishments, reflective of the land uses on those properties adjacent to the urban renewal district. The presence of heavy industrial activities in close proximity to these less intensive uses creates incompatibilities associated with industrial noise, odor and dust.

The West Bank Urban Renewal District also includes a small number of homes. The presence of heavy industrial sites in close proximity to residences can result in the devaluation of property over time. A review of residential property values within the district indicates that while the land values have increased slightly, the value of improvements has stagnated between 2000 and 2006.

Public Infrastructure/Defective or Inadequate Street Layout

The sewer and water lines within the district were installed primarily in the 1960's and 1970's to serve the commercial and large industrial users in the area. There are also some large sewer trunk lines which traverse the area from south to north. They are generally in good condition and would be able to accommodate new commercial, office and residential development. (See Appendix C, Public Utilities.) The streets that are in the area serve the perimeter of the planning area well, but are virtually non-existent in the interior, especially on the north end of the district. Access is very poor to the area between the River and the railroad tracks. Of the roads that do exist, some require paving, while others should be realigned. The district is characterized by large industrial and heavy commercial uses and in some cases, there is no public access to individual sites via roads. For example, better access is needed to West Bank Park and the new Federal Building that is slated for construction to the north of Central Avenue West. Overall the interior of the area lacks sidewalks, curbs and gutters, landscaping and adequate lighting.

Unhealthy or Unsafe Conditions

The West Bank Urban Renewal District includes the Third Street Northwest Groundwater Site, which is listed on the Montana Comprehensive Environmental Cleanup and Responsibility Act (CECRA) listing of "Mini-Superfund" priority sites. According to the Montana Department of Environmental Quality, contaminants at the site include benzene, toluene, ethylbenzene, xylene, chlorinated solvents and phenols. (Great Falls Tribune, December 16, 2001)

In 2002, the Great Falls Development Authority applied for and obtained a U.S. Environmental Protection Agency (EPA) Brownfields Assessment Grant as a first step in facilitating the redevelopment of the West Bank area. Brownfields are defined as those properties for which the expansion, redevelopment, or reuse may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. (<http://www.epa.gov/brownfields/>)

The proposal to EPA noted that the potential for in-fill development and reuse of lands in the West Bank area had been “marginalized” by the environmental pollution, creating a “lost opportunity” for reinvestment in the area. (Great Falls Riverfront Redevelopment Project...Final Grant Proposal).

Chapter 4. Goals and Strategies of the West Bank Urban Renewal Plan

This chapter presents the goals and strategies of the West Bank Urban Renewal Plan by category of concern.

Remediation of Environmental Pollutants

The West Bank Urban Renewal District includes the Third Street Northwest Groundwater Site, which is listed on the Montana Comprehensive Environmental Cleanup and Responsibility Act (CECRA) listing of “Mini-Superfund” priority sites. CECRA provides the Montana Department of Environmental Quality with similar authorities as provided under the federal Superfund Act. CECRA ranks these sites as maximum, high, medium, low and operation and maintenance priority based on the severity of contamination at the facility and the actual and potential impacts of contamination to public health, safety, and welfare and the environment. The Third Street Northwest Groundwater Site has been listed with a ranking of medium. (<http://www.deq.state.mt.us/StateSuperfund/index.asp>). According to the Montana Department of Environmental Quality, contaminants at the site include benzene, toluene, ethylbenzene, xylene, chlorinated solvents and phenols. (Great Falls, *Tribune*, December 16, 2001)

In 2002, the Great Falls Development Authority applied for and obtained a U.S. Environmental Protection Agency (EPA) Brownfields Assessment Grant as a first step in facilitating the redevelopment of the West Bank area. Brownfields are defined as those properties for which the expansion, redevelopment, or reuse may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. (<http://www.epa.gov/brownfields/>). The proposal noted that the grant would help “facilitate development through completion of environmental assessments on properties in the area...and would identify the nature and severity of contamination on the properties and allow for the selection of cleanup remedies”. (*Finding of Blight Report, 2006*)

Cascade County is largely responsible for the removal of contaminants from the Third Street Northwest Groundwater Site which includes the site of the County Shops and Montana Specialty Mills (Figure 7). The clean-up of contaminants should occur sequentially. The clean-up phases are summarized below in Table 2. (Commencement dates, as provided by Cascade County, are approximate.)

| Table 2. Remediation Schedule for the Third Street Northwest Groundwater Site | | |
|---|--|-------------------------------|
| Phase | Corrective Action | Proposed Date of Commencement |
| I | Remove contaminants from Cascade County Road and Bridge Department Shop (southern end of property) | November, 2007 |
| II | Remove contaminants from Montana Specialty Mills site | Late, 2008 |
| III | Clean-up Burlington Northern Santa Fe Railroad (BNSF) right of way | 2009 |
| IV | Clean-up West Bank Park area | 2010 |
| V | Remove contaminants from the Cascade County Solid Waste District Shop (northern end of property) | 2007-2008 |
| VI | Clean-up northeast area of County Shop | 2007-2008 |

The *Great Falls Growth Policy* notes that Brownfields are currently “dealt with on a case-by-case basis, with clean-up usually funded as part of the cost of redeveloping the property”. The removal of contaminants in the West Bank Urban Renewal District by Cascade County will enable the property to be redeveloped for non-industrial uses. While the City of Great Falls is not responsible for contaminant removal, the Urban Renewal Plan must reflect the timing of clean-up activities.



Figure 7. Montana Specialty Mills

Goal: Foster development in the West Bank Urban Renewal District in phases with respect to the availability of land following the removal of contaminants.

Strategies:

- Communicate regularly with Cascade County to enable the coordination of development activities as contaminants are removed.
- Work with Cascade County in determining an approach to clean-up non-county properties including the BNSF railroad and West Bank Park.

Public Infrastructure Improvements

Sewer and Water Services

The sewer and water lines within the West Bank Urban Renewal District were installed primarily in the 1960's and 1970's to serve the commercial and large industrial users in the area. There are also some large sewer trunk lines which traverse the area from south to north. They are generally in good condition and would be able to accommodate new development. However, due to the lack of streets, curbs and sidewalks in the area, the storm drain system is inadequate and will have to be addressed.

Goal: Ensure that all land uses within the West Bank Urban Renewal District have safe water supplies, environmentally sound wastewater disposal systems, solid waste recycling/collection programs, and stormwater management systems that protect the public health, safety and welfare.” (*Great Falls Growth Policy, 2005*)

Strategies:

- Work with the City of Great Falls Public Works Department to assure that the sewer and water infrastructure is appropriate for the scale and type of proposed development in the West Bank Urban Renewal District.
- Evaluate the current condition of the storm drain system with respect to proposed development within the West Bank Urban Renewal District and make improvements accordingly.

Area Access – Pedestrian and Vehicular

The streets in the area serve the perimeter of the Urban Renewal District well, but are virtually non-existent in the interior, especially on the north end of the District. Access is very poor to the area between the River and the railroad tracks. Of the roads that do exist, some require paving, while others should be realigned. The District is characterized by large industrial and heavy commercial uses and in some cases there is no public road access to individual sites. Better access is needed to West Bank Park and

the new Federal Building that is slated for construction to the north of Central Avenue West. In addition to the absence of roads within the District, it is difficult to access 3rd Street Northwest and Central Avenue West via a left turn from the existing roads within the District. The entire interior of the District lacks sidewalks, curbs and gutters. (*Finding of Blight Report*)

Goal: Provide a safe, efficient, accessible and cost-effective transportation system that offers viable choices for moving people and goods throughout the West Bank Urban Renewal District. (*Great Falls Growth Policy*)

Strategies:

- Identify and construct road system improvements for the West Bank Urban Renewal District that serve existing and proposed uses and address:
 - Access to and within the District
 - Sidewalks/Trails
 - Curbs
 - Gutters and Storm Drains
- Install traffic control signals and other safety features to improve access at appropriate locations.
- Work with BNSF to identify ways to provide access across the railroad right-of-way for both vehicles and pedestrians.
- Work with BNSF to determine the feasibility of removing the sidetrack rail serving Montana Specialty Mills to accommodate better access to the area.
- Provide for pedestrian access to and within the West Bank Urban Renewal District, providing links to Montana ExpoPark, West Bank Park, River's Edge Trail and nearby residential areas.

Park Development

West Bank Park (Figure 8) is an important area and community resource. Protection and enhancement of the Park is a key component in the redevelopment of the West Bank Urban Renewal District. More particularly, the Park is located within the Primary Impact Area, as defined in the *Great Falls Missouri River Urban Corridor Plan* (2004), "which includes those lands that have strong relationships to the river..." The Plan, which was called for in the 1999 *Great Falls City-County Comprehensive Plan* (now the *Great Falls Growth Policy, 2005*) presents a vision for what is possible in this corridor and includes general recommendations for access to the river, trails and the maintenance of public land. A companion document, the *Missouri River Urban Corridor Inventory & Assessment* (September 2002) characterizes existing conditions in the Corridor and makes recommendations for appropriate stabilization and recreational improvements.

The West Bank Park has also been identified by Great Falls Neighborhood Council #2 as an important neighborhood asset that contributes to the quality of life in the area and ties well to the Montana Expo Park. Area property owners have noted that West Bank Park and the riverfront help contribute to adjacent property values and provide an attractive setting for tenants and customers.



Figure 8. West Bank Park (Missouri River Corridor Plan)

Goal: Maintain and Improve West Bank Park within the West Bank Urban Renewal District.

Strategies:

- Prepare and Implement a Park Improvement Plan that addresses:
 - Pedestrian and Vehicular Access
 - Vegetation and Habitat
 - Trail & Pedestrian Use Within the Park
 - Connections to the River's Edge Trail System
 - Park Amenities and Facilities
 - Maintenance
 - Implementation Tools and Resources
- Work with adjacent property owners and developers to address Park access, visual integration with adjoining development/uses, and maintenance.

Area Design Features, Including Lighting and Landscaping

The *Missouri River Urban Corridor Plan* observes that "...there is a hodgepodge of poor quality design elements. In some areas, Quonset hut-style buildings and other structures of little aesthetic or architectural value, a surplus of unattractive and prominent signage, and a lack of unifying design details like street lighting and landscaping have resulted in a chaotic, unappealing environment. Development of this type discourages investment and upgrade to area properties." Design concepts such as buffering, shared open spaces, connection to public spaces, preservation of river views, street trees, and mixed uses are all encouraged to promote area identity, marketability and area vibrancy.

In addition, the *Great Falls Growth Policy* notes that it is the policy of the City to "encourage and promote street tree planting throughout the community and as a matter of policy, consider street trees as public infrastructure with priorities for preservation, replacement and maintenance".

Landscaping undertaken in association with development of streets, sidewalks and trails will serve to enhance the West Bank Urban Renewal District. In addition, the area will need adequate lighting to provide a safe and welcoming environment.

Goal: Urban Renewal Projects should be designed in a manner that is respectful of the area's natural and cultural setting with particular attention to landscaping and lighting.

Strategies:

- Develop and implement an urban tree planting program for the West Bank Urban Renewal District in association with the development of streets and sidewalks and in conjunction with the City Parks & Recreation Department that defines appropriate species, planting cycles and maintenance. Per the *Great Falls Growth Policy*, the City should prepare and implement a comprehensive planting, management and maintenance plan for street trees in the public rights-of-way.
- Identify an appropriate light standard that can be used throughout the District in conjunction with public improvements and private development.
- Encourage the preparation and adoption by area property owners of area-wide development standards to provide for cohesive development with a unique identity. Such standards could be used by developers when preparing plans and by the City's Design Review Board when considering proposed developments. This could be accomplished through the creation of neighborhood conservation overlay district.

Community and Economic Development

The *Great Falls Growth Policy* identifies a series of economic development goals, including the following that directly relate to the West Bank Urban Renewal District. These are:

- Diversify the base economy
- Enhance, strengthen and expand the existing economic base
- Encourage businesses and industries that will utilize existing infrastructure

The redevelopment of the West Bank Urban Renewal District can strengthen the economic base of Great Falls while taking advantage of existing sewer and water infrastructure within the urban core. This approach helps to counter urban sprawl and the associated costs in providing public services.

Fostering Private Development

The West Bank Urban Renewal Plan calls for public improvements in the West Bank Urban Renewal District in support of new investment. The role of the private sector will be critical in the redevelopment process. Private investments made in the area will, in turn, provide the City with the necessary financial resources (via Tax Increment Financing and other mechanisms) to develop public infrastructure that will contribute to the overall revitalization of the area.

This Urban Renewal Plan provides the necessary administrative structure to direct community resources to renewal activities within the District. However, it will be the private sector that undertakes specific site planning and development activities on privately owned lands. To achieve a high quality of design, representatives of private property owners, including Cascade County and area developers will work together to prepare a development master plan that will reflect the following underlying principles:

- ✓ Public access to West Bank Park and other riverfront parks will be incorporated into area design schemes.
- ✓ Lighting, street design and other landscaping features will be consistent throughout the District. Unifying architectural features and signage is also encouraged.
- ✓ Development will be phased in accordance with the contaminated soils clean-up schedule, as developed by Cascade County and the Montana Department of Environmental Quality.

Goal: Encourage thoughtful, well designed private development activity.

Strategies:

- Encourage the preparation of a development master plan for the West Bank District by property owners and developers that recognizes the sequential nature of the removal of pollutants from the area.
- Encourage the preparation of a development master plan that addresses the various sub-areas within the Urban Renewal District as follows:
 - The area to the south of the Cascade County Shops (including the area south of Central Avenue
 - The area that includes both the Cascade County Shops and the Montana Specialty Mills (MSM)
 - The area to the north of the Shops and MSM
- Consider the use of protective covenants in addition to existing zoning provisions to assure high quality development within the area
- Facilitate thoughtful project design that focuses on enhancing and protecting the area's natural and scenic resources
- Work with the private sector to identify public infrastructure needs for the area.
- Work with BNSF to determine the feasibility of removing the sidetrack rail serving Montana Specialty Mills to create more privately-owned land for development
- Foster cooperative efforts among public and private entities to achieve the goals of the Urban Renewal Plan
- Work with property owners and developers to identify opportunities to realign Bay Drive to facilitate redevelopment

Working in Partnership with Downtown

The City's plan to undertake the renewal of the West Bank District is part of an overall effort to revitalize the City's urban core and to discourage urban sprawl in general. The redevelopment of the West Bank District will serve to both expand and enhance Great Falls' urban center. The proposed private and public investment in the West Bank District will enable the City's core business area to encompass both sides of the Missouri River, taking full advantage of this important asset.

Goal: Coordinate the West Bank Urban Renewal program with ongoing efforts to revitalize Downtown Great Falls.

Strategies:

- Coordinate planning efforts between the West Bank District and Downtown.

- Identify joint activities, such as the creation of transportation and recreation services that connect Downtown and the West Bank District.

Historic/Cultural Resources

Historically, the west side of the Missouri River in Great Falls was the home of Montana's largest gasoline refinery, built by the Great Falls Sunburst Oil and Refinery Company. The refinery began operations in early 1923 along the 300 and 400 blocks of 3rd Street Northwest and was subsequently purchased by the California Eastern Oil Company in 1927. Cascade County took possession of the property in 1936 after California Eastern failed to pay gasoline license taxes and associated delinquent fees. By 1938, Cascade County had constructed its road and bridge department shops at the site (Great Falls, *Tribune*, December 16, 2001). The West Bank District also included the site of the former Montana Brewing Company complex, built in 1893-94, just north of Central Avenue West, along the Missouri River. In 1933, it became the malt plant for the Great Falls Breweries, Inc., which closed in 1968. The last remnants of the site were removed in July, 2006 to make way for a new 54,000 square foot Federal Courthouse (*Sun River News*, July 11, 2006).

Today, there are 51 parcels in the West Bank Urban Renewal District, including a small number of residences and a variety of retail and service oriented businesses, such as, a veterinary clinic, J Bar T Tavern, and the Cowboy's Bar. Overall, the West Bank District is undergoing a transition from heavy industrial uses to commercial and retail uses, reflective of development that is occurring on adjacent properties, particularly along 3rd Street NW/SW. As this transition continues, it will be important to take stock of the remaining historic properties and to plan carefully for their interpretation, preservation and appropriate integration into area development. For example, the Montana Cowboy's Association is interested in having the Cowboy's Bar and associated museum placed on the National Register of Historic Places. (See Figure 9, below.) Additionally, the Missouri River and Sacagawea Island are important natural, cultural and historic resources that should be included in any area assessments. Other properties may be eligible for listing as well. Most federal and state grant programs require applicants to address potential impacts on properties eligible for listing in the National Register. An inventory of historic resources would help assure more thoughtful development.

Goal: Assess, preserve and interpret historic and cultural resources within the West Bank Urban Renewal District.

Strategies:

- Conduct an inventory of historic and cultural resources within the West Bank Urban Renewal District
- Work with private property owners to preserve historic sites
- Develop a pedestrian oriented interpretive program to include information concerning:
 - Existing sites of historic or cultural interest
 - Former occupants of the area
 - Environmental history of the area
 - History of the River



Figure 9. Cowboy's Bar

Natural Resources

The Missouri River and the associated West Bank Park are the defining features of the West Bank Urban Renewal District. Not only do these resources make the area more attractive for investment and overall community renewal, but they are intrinsic to the quality of life in the City of Great Falls and the surrounding region. They offer scenic and recreational opportunities for both residents and visitors to Great Falls.

The area along the River has undergone a significant transition. As recently as 20 years ago, the current West Bank Park was the site of a construction waste dump. The area was “reclaimed” through a major effort to remove the waste and restore the river front area, providing an important recreation resource for the people of Great Falls. The Park is now part of the city wide park system and a key component of the public corridor along the Missouri River.

The Missouri River Urban Corridor Plan identifies guiding principles and “communicates a vision for economic vitality” associated with the River while, at the same time recognizing “that the River is a vital part of a large ecosystem and that the environmental integrity of the River must be protected.” The following Urban Renewal Plan Goal is taken directly from the *Missouri River Urban Corridor Plan*.

Goal: Promote beneficial, sustainable economic development that utilizes the River as an amenity while preserving and enhancing its ecological integrity and asset values.

Strategies

- Restore, enhance and protect water quality, natural shoreline vegetation and wetlands in association with improvements to West Bank Park and the River’s Edge Trail
- Assure that the environmental health of the River will not be compromised by development
- Work with property owners to develop shoreline protection programs in conjunction with their development activities

Chapter 5. Planning Approach – The Defining Elements

The design and implementation of the West Bank Urban Renewal Plan is being undertaken in a manner that is reflective of sound public policy and thoughtful planning. To this end, a number of “defining” elements have been identified that will characterize the projects and activities undertaken in connection with the revitalization and redevelopment of the West Bank area.

Sub Area Planning – Phased Development

The West Bank Urban Renewal District is likely to be developed in stages. The sequential nature of the removal of contaminants from the area currently occupied by the County Shops and Montana Specialty Mills will dictate, to some extent, which lands are redeveloped first. Given that the removal of contaminants will not be completed for approximately three years, the areas to the north and south of the Third Street Northwest Groundwater Site will likely be developed first. The building of the new Federal Courthouse to the south and the new Walgreens Pharmacy to the north provide examples of likely development patterns. Private development and public infrastructure improvements should be designed in a manner that will allow for phased implementation.

Thoughtful Design

The location of the West Bank Urban Renewal District, adjacent to the Missouri River and West Bank Park, requires that projects are designed in a manner that is sensitive to the area’s natural resources. The River and the Park add value to the lands within the District by providing an aesthetically pleasing environment within which reinvestment can occur. Urban renewal projects should serve to complement these resources rather than create a development pattern that diminishes their value. Thoughtful, well-designed development will, in turn, enhance the natural setting, drawing additional investment.

Intergovernmental Cooperation

The successful implementation of the West Bank Urban Renewal Plan will rely on cooperation between the City of Great Falls, Cascade County and the State of Montana. Cascade County, over the next several years, will be working with the Montana Department of Environmental Quality to address contaminated soils in the central portions of the West Bank Urban Renewal District. Following clean-up, the County will exercise its options regarding redevelopment of its properties. It will be important for Cascade County to be involved with other property owners in the West Bank Urban Renewal District, as well as the City of Great Falls in planning for the District’s redevelopment. The County’s participation in the development master planning

process for the area will be particularly critical. The proximity of the Montana Expo Park with the Renewal District is also a key factor in redevelopment. The Expo Park provides an important area asset that can help contribute to the District's revitalization.

Public Investment

The revitalization of the West Bank Urban Renewal District will require cooperation between the public and private sectors. As noted above, the City of Great Falls intends to invest in public infrastructure improvements in order to foster private investment. Public improvement projects will be undertaken in support of private development and with respect to area master plans developed by area property owners and investors. Funding for public infrastructure improvements will come from a number of sources including, but not limited to Tax Increment Financing (TIF). Specific projects will be undertaken in accordance with the Montana Urban Renewal Law, 7-15-42 and 7-15-43, MCA.

Planning Consistency

Conformity with the Growth Policy

This Urban Renewal Plan must conform to the Great Falls, *Growth Policy*, adopted in 2005, per 7-15-4213, MCA. Where appropriate, specific reference has been made to the *Growth Policy*, particularly in Chapter 4 of this Plan. *On February 27, 2007, the Great Falls City Planning Board reviewed this Urban Renewal Plan and found it to be in conformance with the Growth Policy, per statutory requirements.*

Other Planning Documents

In the preparation of the West Bank Urban Renewal Plan, a variety of other planning documents were consulted to assure that the Urban Renewal Plan would work in concert with other efforts to plan for the future of Great Falls. These included:

- Missouri River Urban Corridor Inventory and Assessment (2002)
- Great Falls Area Transportation Plan (2003)
- Missouri River Urban Corridor Plan (2004)

Chapter 6. Implementation

The West Bank Urban Renewal Plan sets a direction for redevelopment and revitalization of the West Bank Urban Renewal District. Upon its adoption, this Plan will serve as the official policy guide for public action. However, these policies can only be transformed to action through an effective implementation program. Key to implementation will be sound processes of administration, financing and program evaluation.

Administration

The administration of the redevelopment effort outlined in this plan will be the responsibility of the Great Falls City Commission. Under 7-15- 4232, the City Commission may choose to create a separate urban renewal agency or authorize an existing department to implement this Urban Renewal Plan. However, it is the intent of the Commission to retain the responsibility and authority for administering the West Bank Urban Renewal Program. Various city departments will be authorized by the Commission to undertake specific tasks associated with implementation as necessary.

Each year the City of Great Falls, or the authorized department will prepare an annual work program and budget and will list the activities and costs of the activities for the coming fiscal year, as well as the method of financing those activities. This program and budget may be amended during the course of the fiscal year, in light of funding and program changes. All budgets and revised budgets shall be reviewed and approved by the City of Great Falls. Urban renewal activities undertaken by the City of Great Falls will be in accordance with Montana State statute. (See specific provisions below.)

7-15-4233. Powers which may be exercised by urban renewal agency or authorized department. (1) In the event the local governing body makes such determination, such body may authorize the urban renewal agency or department or other officers of the municipality to exercise any of the following urban renewal project powers:

- (a) to formulate and coordinate a workable program as specified in [7-15-4209](#);
- (b) to prepare urban renewal plans;
- (c) to prepare recommended modifications to an urban renewal project plan;
- (d) to undertake and carry out urban renewal projects as required by the local governing body;
- (e) to make and execute contracts as specified in [7-15-4251](#), [7-15-4254](#), [7-15-4255](#), and [7-15-4281](#), with the exception of contracts for the purchase or sale of real or personal property;
- (f) to disseminate blight clearance and urban renewal information;
- (g) to exercise the powers prescribed by [7-15-4255](#), except the power to agree to conditions for federal financial assistance and imposed pursuant to federal law relating to salaries and wages shall be reserved to the local governing body;
- (h) to enter any building or property in any urban renewal area in order to make surveys and appraisals in the manner specified in [7-15-4257](#);
- (i) to improve, clear, or prepare for redevelopment any real or personal property in an urban renewal area;
- (j) to insure real or personal property as provided in [7-15-4258](#);
- (k) to effectuate the plans provided for in [7-15-4254](#);
- (l) to prepare plans for the relocation of families displaced from an urban renewal area and to coordinate public and private agencies in such relocation;
- (m) to prepare plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements;
- (n) to conduct appraisals, title searches, surveys, studies, and other preliminary plans and work necessary to prepare for the undertaking of urban renewal projects;
- (o) to negotiate for the acquisition of land;
- (p) to study the closing, vacating, planning, or replanning of streets, roads, sidewalks, ways, or other places and to make recommendations with respect thereto;
- (q) to organize, coordinate, and direct the administration of the provisions of this part and part 43;
- (r) to perform such duties as the local governing body may direct so as to make the necessary arrangements for the exercise of the powers and performance of the duties and responsibilities entrusted to the local governing body.

(2) Any powers granted in this part or part 43 that are not included in subsection (1) as powers of the urban renewal agency or a department or other officers of a municipality in lieu thereof may only be exercised by the local governing body or other officers, boards, and commissions as provided under existing law.

Program Funding

Tax Increment Financing Provision

The implementation of the West Bank Urban Renewal Plan will include the use of Tax Increment Financing (TIF). Under Section 7-15-4282 of the Montana Urban Renewal Law communities may establish tax increment districts for the purposes of revitalizing blighted neighborhoods and central business districts. Tax increment financing directs new property tax dollars resulting from increases in the market value of real property to the area where the real property is located. The base property tax (before any improvements to real property) continues to be distributed to the local governments and school districts. However, tax dollars that accrue from increases in property values (from rehabilitation, new construction, etc.) are available for urban renewal projects as defined by the Montana Urban Renewal Law. More particularly, costs which may be paid using TIF dollars are included in 7-15-4288, MCA. (See Appendix D.)

A tax increment program is authorized for 15 years or longer if the tax increment revenue is pledged to the payment of tax increment bonds. 7-15-4289, MCA provides for the use of tax increments for bond payments. The tax increment may be pledged to the payment of the principal of premiums, if any, and interest on bonds which the municipality may issue for the purpose of providing funds to pay such costs.

The City of Great Falls will establish a Tax Increment Financing program for the West Bank Urban Renewal District, as defined in Chapter 2 of this Urban Renewal Plan. The base year for the purposes of measuring any incremental value will be January 1, 2007.

Per 7-15-4291, MCA, the City of Great Falls may enter into agreements with the other affected taxing bodies to remit to such taxing bodies any portion of the annual tax increment not currently required for the payment of the costs listed in 7-15-4288, MCA or pledged to the payment of the principal of premiums, if any, and interest on bonds.

Other Financing Mechanisms

There are a number of financial assistance programs that can be used in the revitalization of the West Bank Urban Renewal District in addition to Tax Increment Financing. Financing strategies for addressing urban renewal needs identified in this Plan will likely include combining various funding sources. For example, a local special improvement district might be used in combination with a Montana Board of Investment Intercap loan to match federal or state dollars. The following is a summary of programs available to fund urban renewal projects

Transportation Infrastructure

This section describes funds and funding sources that are available to finance urban renewal transportation related projects. These funding methods, such as local option taxes, improvement districts and other types of bonds, enable local citizens to participate in funding projects. In general, however, the ability to use additional property tax levies to fund urban renewal is governed by Montana Statute under 15-10-402 MCA that limits taxes to 1996 levels.

A. Bridge and Road Mills (Property Taxes)

Montana law provides for cities (7-14-4101, MCA) to manage transportation infrastructure. Counties are specifically responsible for all the bridges in a county, including those within cities and towns, except those managed by the Montana Department of Transportation. Municipalities may establish a city road fund under 7-14-4113 MCA.

B. Transportation Improvement Authority

Established under 7-14-1001, MCA, the purpose of a transportation improvement authority is to blend the interests of local, state, and federal governments with the interests of the general public and the business community to build, modify, or improve transportation facilities and systems within its jurisdiction. A county and a municipality within a county may, by joint resolution, create a transportation improvement authority. The Authority may enter into contracts and accept local, state, federal and private funds to undertake transportation projects.

C. Community Transportation Enhancement Program

Under 23 USC 133 (d) (2) (Federal Code) 10 percent of the Surface Transportation Program monies are awarded to each state for transportation enhancements. Montana is unique in that enhancements are made available to communities under the Community Transportation Enhancement Program (CTEP) administered by the Montana Department of Transportation. The MDT distributes these funds for all counties and cities that are 1st, 2nd, and 3rd class cities, and tribal governments. Local governments are responsible for providing the required 13 percent of project costs as non-federal match for their transportation enhancement projects.

In order to receive funding, transportation enhancement projects must be included in the local Transportation Improvement Program (TIP) and the Statewide Transportation Improvement Program. Eligible CTEP categories include:

- Pedestrian and bicycle facilities
- Historic preservation

- Acquisition of scenic easements and historic or scenic sites
- Archaeological planning and research
- Mitigation of water pollution due to highway runoff or reduce vehicle-caused
- Wildlife mortality while maintaining habitat connectivity
- Scenic or historic highway programs including provisions of tourist and welcome center facilities
- Landscaping and other scenic beautification
- Preservation of abandoned railway corridors (including the conversion and use for bicycle or pedestrian trails)
- Rehabilitation and operation of historic transportation buildings, structures or facilities (including railroads)
- Control and removal of outdoor advertising
- Establishment of transportation museums
- Provisions of safety and educational activities for pedestrians and bicyclists

Projects addressing these categories and that are linked to the transportation system by proximity, function or impact, and where required, meet the "historic" criteria, may be eligible for enhancement funding. For example, where an historic bridge must be replaced because of structural deficiencies, enhancement funds might be used to preserve the original bridge as part of an interpretive trail.

D. State Fuel Tax

Under 15-70-101, MCA, Montana assesses a tax of \$.27 per gallon on gasoline and diesel fuel used for transportation purposes. Each incorporated city and town receives a portion of the total tax funds allocated to cities and towns based on:

- 1) The ratio of the population within each city and town to the total population in all cities and towns in the State;
- 2) The ratio of the street mileage within each city and town to the total street mileage in all incorporated cities and towns in the State. The street mileage is exclusive of the Interstate, National Highway, and Primary Systems.

All fuel tax funds allocated to city governments must be used for the construction, reconstruction, maintenance, and repair of rural roads or city streets and alleys. Priorities for the use of these funds are established by the cities receiving them.

Debt Financing – All Types of Projects

Cities can make use of various kinds of debt financing to fund urban renewal projects. These include general obligation bonds, special improvement district bonds and

revenue bonds as well as Tax Increment Financing Bonds. Debt financing enables local governments to finance major infrastructure projects using future revenue from special assessments, user fees, and other forms of revenue. Under 7-7-4101, MCA, a city or town council has power to incur indebtedness by borrowing money, issuing bonds, issuing notes, entering into leases, entering into lease-purchase agreements, or entering into installment purchase contracts for the following purposes:

- (1) acquiring land for and designing and erecting public buildings;
- (2) acquiring land for and designing and constructing sewers, sewage treatment and disposal plants, waterworks, reservoirs, reservoir sites, and lighting plants;
- (3) supplying the city or town with water by contract and the construction or purchase of canals or ditches and water rights for supplying the city or town with water;
- (4) designing and constructing bridges, docks, wharves, breakwaters, piers, jetties, and moles;
- (5) acquiring, opening, or widening any street and improving the street by constructing, reconstructing, and repairing pavement, gutters, curbs, and vehicle parking strips and to pay all or any portion of the cost relating to the project;
- (6) purchasing or leasing fire apparatus, street and other equipment, and personal property, including without limitation, vehicles, telephone systems, and photocopy and office equipment, including computer hardware and software;
- (7) building, purchasing, designing, constructing, and maintaining devices intended to protect the safety of the public from open ditches carrying irrigation or other water;
- (8) funding outstanding warrants and maturing bonds; and
- (9) repaying tax protests lost by the city, town, or other municipal corporation.

The local government incurs various administrative costs in conjunction with issuing bonds. These costs include the retention of legal counsel and financial consultants, the establishment of reserve funds and the preparation of the prospectus and various required documents. These bonds provide tax-free interest earnings to purchasers and are therefore subject to detailed scrutiny under both state and federal law. The citations in the Montana Code are listed below, for each type of bond described.

A. *Special Improvement Districts*

Under 7-12-4101, MCA, cities and towns can create special improvement districts for a number of activities including:

- The acquisition, construction or reconstruction of public streets and roads
- The acquisition, construction or reconstruction of sidewalks, culverts, bridges, gutters, curbs, steps and parks including the planting of trees

- The construction or reconstruction of sewers, ditches, drains, conduits, and channels for sanitary or drainage purposes, with outlets, cesspools, manholes, catch basins, flush tanks, septic tanks, connecting sewers, ditches, drains, conduits, channels, and other appurtenances
- The construction of sewer and water systems including fire hydrants
- The acquisition and improvement of land to be designated as public park or open-space land
- The conversion of overhead utilities to underground locations in accordance with 69-4-311 through 69-4-314, MCA
- The purchase, installation, maintenance, and management of alternative energy production facilities

B. General Obligation Bonds

General obligation bonds are backed by the full faith and credit of the city and must be approved by the voters in an election. General obligation bonds are generally payable from ad valorem taxes (based on the value of property) and expressed in mills. General obligation bonds are attractive to bond buyers because they have voter approval and are not as vulnerable to fluctuations in revenue. Cities are assigned a bond debt limit based on a percentage of taxable valuation. General obligation bonds must fall within this limit.

C. Revenue Bonds

Under 7-7-4401, MCA, a city or town may issue revenue bonds to finance any project or activity authorized

Railroad Crossing Related Programs

A. STPRP - Rail/Highway Crossing Protective Devices Program

The purpose of the Federal Rail/Highway Crossing – Protective Devices Program is to identify high hazard rail crossing sites and install new rail crossing signals. MDT's Rail - Highway Safety manager is responsible for surveying, identifying and prioritizing those railroad crossings that require new protective devices or upgrading of existing devices. The funds are distributed on a statewide basis determined by a priority list ranked by a hazard index. The Federal/State ratio is 90% Federal and 10% State.

B. STPRR - Rail/Highway Crossing Elimination of Hazard Program

The purpose of the Federal Rail/Highway Crossing – Elimination of Hazard Program is to identify high hazard rail crossing sites and construct new rail/highway grade crossings. The program also uses funds to rehabilitate existing grade separations.

Grade separation projects are funded with 90% Federal funds and 10% State funds. Since funding for this program is limited, STPRR funds are often used in combination with other Federal funding sources to fund costly grade separation projects.

Eligible expenditures include the separation or protection at grade crossings, reconstruction of existing crossings and relocation of highways to eliminate crossings.

Projects for this program are selected by identifying those sites where only a grade separation will eliminate an identified hazard or where an existing grade separation exists but needs rehabilitation or replacement.

Funding for Public Improvements (Sewer, Water, Roads, Community Facilities, Parks)

A. Treasure State Endowment Program ~ Montana Department of Commerce

The Montana Treasure State Endowment Program (TSEP) is a state-funded program, authorized under 90-6-701 through 710, MCA, and is administered by the Montana Department of Commerce (MDOC). It is designed to assist local governments in financing capital improvements to sewer and water facilities. Funds are derived from the Montana coal severance tax and made available to local governments as matching grants, loans and grant/loan combinations. TSEP also provides matching grants of up to \$15,000 to local governments for preliminary engineering study costs.

TSEP funds may not be used for annual operation and maintenance; the purchase of non-permanent furnishings; or for refinancing existing debt, except when required in conjunction with the financing of a new TSEP project. Grant requests cannot exceed \$500,000 and the local government must typically provide a dollar for dollar match that can include other grant funds. Matching funds can be public or private funds provided by a TSEP applicant to directly support the cost of eligible project activities. There are a number of ways in which local governments can provide matching funds for bridge projects. Eligible types of matching funds include:

- local general funds or other cash;
- proceeds from the sale of general obligation, revenue, special assessment or other bonds;
- entitlement or formula-based federal or state funds such as federal highway funds or payments in lieu of taxes;
- loan or grant funds from a state or federal program (including TSEP loans);
- funds expended for engineering studies, reports, and plans, or other reasonable expenses expended for the preparation of the application, directly related to the proposed project during the period 24 months prior to the TSEP application deadline;

- funds expended after the TSEP application deadline, but before being approved by the Legislature, for project management, final engineering design, and other reasonable expenses necessary to prepare the project as proposed in the TSEP application for the construction phase;
- the value of land or materials provided by the applicant, if appraised within a two-year period preceding the application deadline. The appraisal must be:
 - an impartially written statement that adequately describes the land or materials, and states an opinion of defined value as of a specific date;
 - supported by an analysis of relevant market information; and
 - prepared by a qualified appraiser independent from the applicant.
- the value of labor performed by the applicant's employees on the proposed project, after the TSEP project has been approved for funding and a TSEP contract has been signed, as long as the employee is paid at his or her standard hourly rate of pay and the time worked is adequately documented; and
- the value of machinery used in the process of constructing the project that is owned (or leased) and operated by the applicant. The value of the use of the machinery will be determined using the Federal Emergency Management Agency (FEMA) equipment rate schedules.

B. The Montana Intercap Program ~ Montana Board of Investments

The INTERCAP Program is a low cost, variable-rate program that lends money to Montana local governments, state agencies and the university system for the purpose of financing or refinancing the acquisition and installation of equipment or personal and real property and infrastructure improvements. The Board of Investments issues tax-exempt bonds and loans the proceeds to eligible borrowers. In addition to long-term financing, INTERCAP is an excellent source for interim financing.

Funding is always available with no specific cycle. Allocations of \$200,000 and under are considered and approved by the Board of Investments staff. Allocations in excess of \$200,000 are considered and approved by the Board. Funds are released on an on-going basis as the project is completed. The program provides loans at a variable rate plus a one percent loan origination fee on loans over one year and for a term of 5 or 10 years depending on the borrower's legal authority. Short-term loans of less than a year are also available. Interest and principal payments are due bi-annually (February 15 and August 15 of each year). Loans may be pre-paid without penalty with 30 days notice. Types of financing include installment purchase loans, general fund loans, general obligation bonds, revenue bonds and special improvement district and rural improvement district bonds. Gas tax revenues may not be used to service debt. Projects that will use rural improvement district payments to cover the annual debt are

limited to a total loan of \$300,000. Intercap funds may be used in association with other grant and loan programs as well as local sources.

C. Community Development Block Grant (CDBG)- US Department of Urban Development (HUD)

This program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; [42 U.S.C.-5301 et seq.](#)

HUD awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services.

Entitlement communities develop their own programs and funding priorities. However, grantees must give maximum feasible priority to activities which benefit low- and moderate-income persons. A grantee may also carry out activities which aid in the prevention or elimination of slums or blight. Additionally, grantees may fund activities when the grantee certifies that the activities meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. CDBG funds may not be used for activities which do not meet these broad national objectives.

Eligible grantees are as follows:

- principal cities of Metropolitan Statistical Areas (MSAs);
- other metropolitan cities with populations of at least 50,000; and
- qualified urban counties with populations of at least 200,000 (excluding the population of entitled cities) are entitled to receive annual grants.

HUD determines the amount of each entitlement grant by a statutory dual formula which uses several objective measures of community needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth lag in relationship to other metropolitan areas. CDBG funds may be used for activities which include, but are not limited to:

- acquisition of real property;
- relocation and demolition;
- rehabilitation of residential and non-residential structures;
- construction of public facilities and improvements, such as water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes;
- public services, within certain limits;
- activities relating to energy conservation and renewable energy resources; and
- provision of assistance to profit-motivated businesses to carry out economic development and job creation/retention activities.

D. Public Works Program ~ Economic Development Administration

The Economic Development Administration (EDA) is an agency within the U.S. Department of Commerce. The purpose of the Public Works Program is to assist communities with the funding of public works and development facilities that contribute to the creation or retention of private sector jobs and to the alleviation of unemployment and underemployment. Such assistance is designed to help communities achieve lasting improvement by stabilizing and diversifying local economies, and improving local living conditions and the economic environment of the area.

Grants are awarded up to a participation level of 80 percent but the average EDA grant covers approximately 50 percent of project costs. Acceptable sources of match include cash, local general obligation or revenue bonds; Community Development Block Grants, TSEP grants and loans, entitlement funds, Rural Development loans; and other public and private financing, including donations.

Projects must result in private sector job and business development in order to be considered for funding. Eligible applicants under this program include any state, or political subdivision thereof, Indian tribe (and other U.S. political entities), private or public nonprofit organization or association representing any redevelopment area if the project is within an EDA-designated redevelopment area. Redevelopment areas, other than those designated under the Public Works Impact Program must have a current EDA-approved Overall Economic Development Program (OEDP) in place.

E. Water, Wastewater and Solid Waste Action Coordinating Team

In 1982, a group of professionals from state, federal, and non-profit organizations that finance, regulate, or provide technical assistance for community water and wastewater systems, decided to start meeting in order to coordinate and enhance their efforts. This group calls itself the "Water, Wastewater and Solid Waste Action Coordinating Team"

or W2ASACT for short. W2ASACT meets several times a year to find ways to improve our state's environmental infrastructure. All of the programs represented in W2ASACT have different missions and meet unique needs. However, it has been the common elements shared by the funding programs that have been the driving force of W2 SACT. These programs provide money (grants or loans), take applications from communities to fund their projects, and administer those monies once the project is funded. While W2ASACT cannot change all of the state or federal requirements, it can identify unnecessary duplication of requirements that make compliance difficult for communities.

Voluntary Programs

In some cases, homeowner associations, business groups or other property owners may finance urban renewal projects voluntary basis.

West Bank Urban Renewal Program Evaluation

The West Bank Urban Renewal Plan will be evaluated on a yearly basis in conjunction with the preparation of the annual report. Measures that may be used in evaluating program success include:

- Increases in the property tax base
- Creation of jobs within the Urban Renewal District
- Elimination of blighted conditions
- The extent of redevelopment in previously contaminated areas
- Use of the public spaces within the District including the West Bank Park and the riverfront trail system

Success will also be measured in terms of the overall guiding principles noted in Chapter 1 of this plan and restated here:

- The plan for the West Bank Urban Renewal District should foster economic development and job creation.
- The improvement of the overall environmental quality of the West Bank Urban Renewal District is critical.
- Protection and enhancement of West Bank Park and the Missouri River, which form the eastern boundary of the District are key in the redevelopment of the West Bank Urban Renewal District.

The plan provides flexibility to accommodate a variety of approaches. However, changes over time may necessitate more formal amendments to the Urban Renewal Plan. The Urban Renewal Plan may be modified by ordinance under 7-15-4221, MCA.



Figure 10. Urban Renewal Area from the north

APPENDIX A. RESOLUTION OF BLIGHT

RESOLUTION 9626

A RESOLUTION DECLARING A BLIGHTED AREA EXISTS WITHIN THE CITY OF GREAT FALLS, MONTANA AND THAT THE REDEVELOPMENT OF THAT AREA IS NECESSARY IN THE INTEREST OF PUBLIC HEALTH, SAFETY, AND WELFARE OF THE RESIDENTS OF GREAT FALLS AND TO DETERMINE THE BOUNDARIES OF THAT AREA

WHEREAS, the State of Montana has provided for the redevelopment of those portions of its cities which constitute a menace to public health and safety, constitute an economic and social liability and substantially impair the sound growth of a municipality; and,

WHEREAS, the procedure provided in Title 7, Chapter 15, Parts 42 and 43 of the Montana Codes Annotated authorizes municipalities to exercise statutory urban renewal powers for redevelopment and rehabilitation through urban renewal plans and projects, after the municipality has made a finding that a blighted area exists that substantially impairs or arrests the sound growth of the city or its environs; retards the provision of housing accommodations; constitutes an economic or social liability and/or is detrimental or constitutes a menace to the public health, safety, welfare, and morals in its present condition and use; and,

WHEREAS, on November 8, 2006, the City Commission directed the study to determine the existence of blight within the urban area; and,

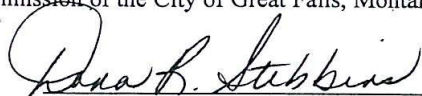
WHEREAS, the City of Great Falls has conducted the study (attached as Exhibit "A" to this Resolution) to determine the existence of blight in an area known as the West Bank and generally described as bounded on the West by 3rd Street NW/SW, on the East by the center line of the Missouri River, on the North by a point just north of 14th Avenue NW and on the South by a point just south of 5th Avenue SW and excludes any unincorporated property, as of October 2006, and in particular found:

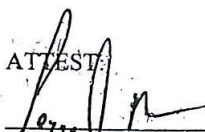
1. Physical deterioration of buildings and properties
 - o Many of the structures in the defined area are in poor repair and properties are poorly maintained. Building permit information indicates that the majority of existing structures have not been substantially improved for at least twenty years.
2. Inappropriate or mixed uses of land or buildings
 - o The presence of existing heavy industrial uses within the defined area is incompatible with retail, commercial, residential and parkland development. This land use conflict has proven to be a disincentive to the improvement of properties within the area by private enterprise.
3. Defective street layout
 - o Much of the area is without streets, sidewalks, curbs, or gutters resulting in poor traffic circulation and storm drainage problems.
4. Unsanitary and unsafe conditions
 - o Portions of the defined area are included in the list of priority sites maintained by the Montana Department of Environmental Quality under the Comprehensive Environmental Cleanup and Responsibility Act (CECRA) and are designated a Brownfield site as defined by the U.S. Environmental Protection Agency. Contamination on the site is associated with historic industrial activity and has affected both the soil and groundwater and threatens to contaminate the Missouri River.

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

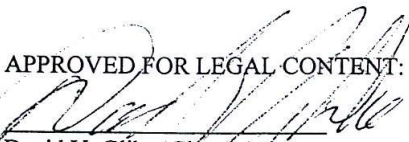
That the City Commission finds that blight exists within the City of Great Falls in the area described in Exhibit "A" of this Resolution under the definition contained in Section 7-15-4206 (2), M.C.A. and that rehabilitation and redevelopment of such area (pursuant to the Montana Urban Renewal Law) is necessary and desirable in the interest of the public health, safety, and welfare of the residents of the City of Great Falls and that this rehabilitation and redevelopment be made with a commitment to quality improvement and a commitment to property owner and community involvement in decision making.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 5th day of December, 2006.


Dona R. Stebbins, Mayor

ATTEST:

Peggy J. Bourne, City Clerk

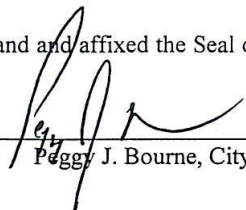
(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

David V. Gliko, City Attorney

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

I, Peggy J. Bourne, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution 9626 was placed on its final passage by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 5th Day of December, 2006, wherein it was approved by said Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 5th day of December, 2006.

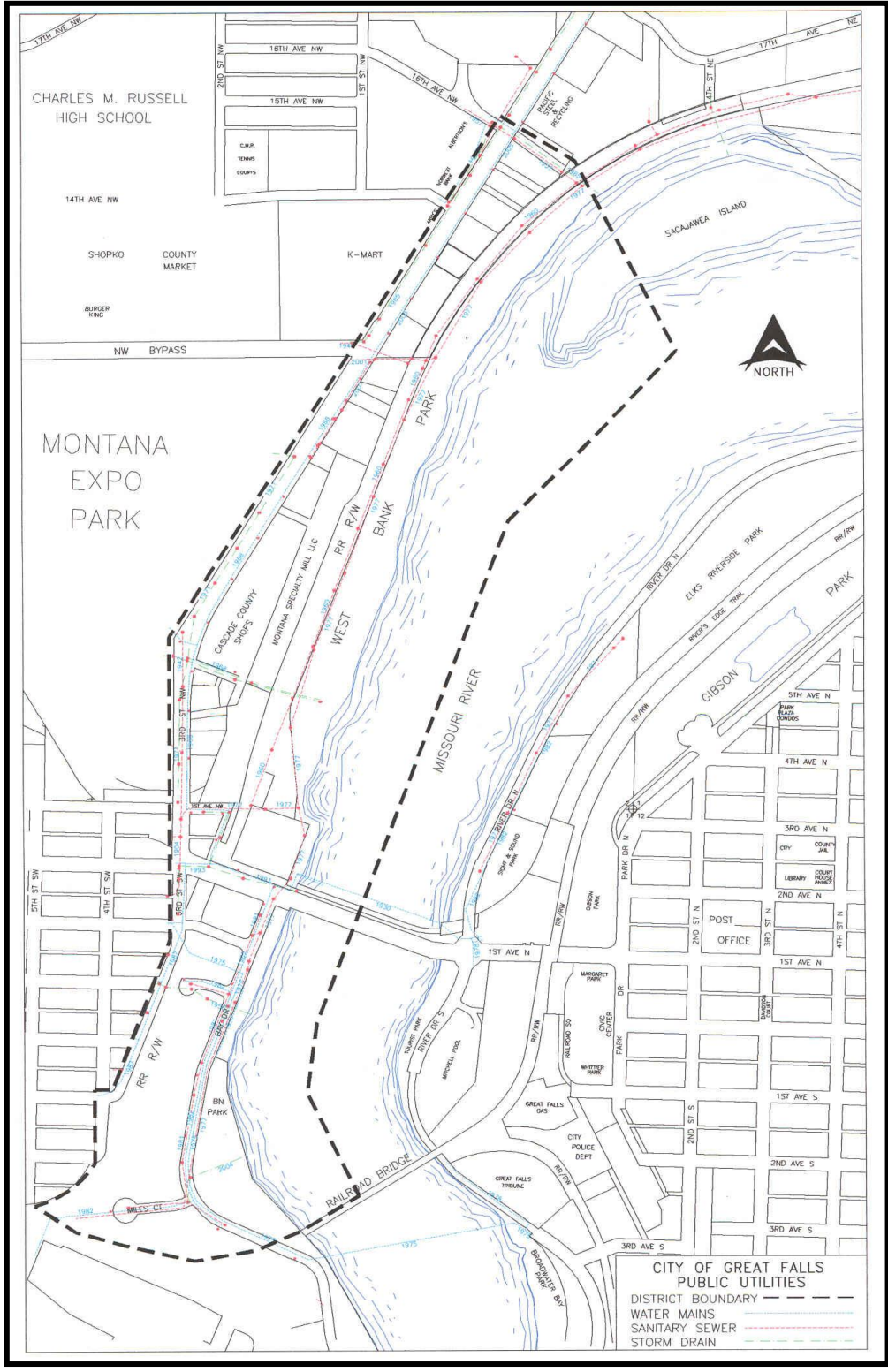

Peggy J. Bourne, City Clerk

(SEAL OF CITY)

APPENDIX B – WEST BANK URBAN RENEWAL DISTRICT PARCEL DATA

| OWNER OF RECORD | BUSINESS NAME/OCCUPANCY | STREET |
|--|--------------------------------------|------------------|
| GRH GLENWOOD LLC ETAL | WALGREENS (under construction) | 3RD ST NW |
| CITY OF GREAT FALLS | SACAJAWIA ISLAND | |
| GRH GLENWOOD LLC ETAL | WALGREENS (under construction) | |
| GRH GLENWOOD LLC ETAL | WALGREENS (under construction) | 3RD ST NW |
| ROGERS JEWELERS INC ETAL | ROGERS JEWELERS | 3RD ST NW |
| BYPASS PROPERTY LLC (Outside City Limits) | BREEN OIL COMPANY | 3RD ST NW |
| HENDERSON MICHAEL S & WILLIAM L | JOHNSON DISTRIBUTING | 3RD ST NW |
| HENDERSON MICHAEL S & WILLIAM L | | 3RD ST NW |
| HENDERSON MICHAEL S ETAL | | 3RD ST NW |
| HENDERSON MICHAEL S ETAL | | 3RD ST NW |
| HILL RUSSELL & CATHERINE B | | 3RD ST NW |
| STOCKMAN BANK OF MONTANA | STOCKMAN BANK OF MONTANA | 3RD ST NW |
| KRALICH JOANNE | | |
| MONTANA SPECIALTY MILLS LLC | MONTANA SPECIALTY MILLS LLC | 3RD ST NW |
| JOHNSON MOLLIE L ETAL | J BAR T INC | 3RD ST NW |
| CASCADE COUNTY | CASCADE COUNTY SHOP COMPLEX | 3RD ST NW |
| MONTANA COWBOYS ASSOCIATION INC | COWBOY'S BAR | 3RD ST NW |
| MONTANA COWBOYS ASSN INC | COWBOY'S BAR | 3RD ST NW |
| MONTANA COWBOYS ASSOCIATION | COWBOY'S BAR | 4TH AVE NW |
| TALCOTT JAMES CONSTRUCTION INC | | 1ST AVE NW |
| FALLCAMP LLC | | 3RD ST NW |
| MITCHELL DEVELOPMENT & INVESTMENTS LLC | | CENTRAL AVE W |
| FALLCAMP LLC | | |
| FALLCAMP LLC | | 3RD ST NW |
| TALCOTT PROPERTIES LLC | | 3RD ST NW |
| TALCOTT JAMES CONSTRUCTION CO | | |
| BURLINGTON NORTHERN SANTA FE RAILROAD CO | RIGHT OF WAY | BAY DR |
| CITY OF GREAT FALLS (West Bank Park - South End) | WEST BANK PARK | PARK-WEST BANK |
| SCHUMAN HENRY & ALICE | | 3RD ST NW |
| HIGH PLAINS PIZZA INC | | 3RD ST NW |
| MYHRE ADVERTISING | | CENTRAL AVE W |
| MONTANA DEPT OF TRANSPORTATION | RIGHT OF WAY | |
| BUMBARGER FRED & PATRICIA S | PAYLESS FURNITURE | CENTRAL AVE W |
| HOLMAN GRAIN (Brick Building) | | BAY DR |
| JORGENSEN ROBERT F JR | | 2ND AVE SW |
| HOLMAN GRAIN COMPANY | | |
| HOLMAN GRAIN COMPANY | | BAY DR |
| OKSNESS BERT | | 2ND AVE SW |
| BN LEASING CORPORATION | | |
| ROBERTSON ENTERPRISES LLC | | BAY DR |
| MARTIN JOHN L | | 2ND AVE SW |
| CITY OF GREAT FALLS (BN Park) | BN PARK | PARK-GARDEN HOME |
| BN LEASING CORPORATION | | BAY DR |
| BURLINGTON NORTHERN SANTA FE RAILROAD CO | | |
| MONTANA ELECTRIC COOPERATIVES ASSO ETAL | MONTANA ELECTRIC COOPERATIVES ASSOC. | BAY DR |
| BURLINGTON NORTHERN SANTA FE RAILROAD CO | | BAY DR |
| BN LEASING CORPORATION | | |
| BN LEASING CORPORATION | | MILES CT |
| BN LEASING CORPORATION | | |
| BN LEASING CORPORATION | | |
| BN LEASING CORPORATION | | |
| CITY OF GREAT FALLS (West Bank Park - North End) | WEST BANK PARK | |

APPENDIX C. PUBLIC UTILITIES IN THE WEST BANK URBAN RENEWAL DISTRICT



APPENDIX D

ALLOWABLE USES OF TAX INCREMENT FUNDS

(Note: This is under revision by the 2007 Montana Legislature)

7-15-4288. Costs that may be paid by tax increment financing. The tax increments may be used by the municipality to pay the following costs of or incurred in connection with an urban renewal project, industrial infrastructure development project, technology infrastructure development project, or aerospace transportation and technology infrastructure development project:

- (1) land acquisition;
- (2) demolition and removal of structures;
- (3) relocation of occupants;
- (4) the acquisition, construction, and improvement of infrastructure, industrial infrastructure, technology infrastructure, or aerospace transportation and technology infrastructure that includes streets, roads, curbs, gutters, sidewalks, pedestrian malls, alleys, parking lots and offstreet parking facilities, sewers, sewer lines, sewage treatment facilities, storm sewers, waterlines, waterways, water treatment facilities, natural gas lines, electrical lines, telecommunications lines, rail lines, rail spurs, bridges, spaceports for reusable launch vehicles with associated runways and launch, recovery, fuel manufacturing, and cargo holding facilities, publicly owned buildings, and any public improvements authorized by parts 41 through 45 of chapter 12, parts 42 and 43 of chapter 13, and part 47 of chapter 14 and items of personal property to be used in connection with improvements for which the foregoing costs may be incurred;
- (5) costs incurred in connection with the redevelopment activities allowed under [7-15-4233](#);
- (6) acquisition of infrastructure-deficient areas or portions of areas;
- (7) administrative costs associated with the management of the urban renewal area, industrial district, technology district, or aerospace transportation and technology district;
- (8) assemblage of land for development or redevelopment by private enterprise or public agencies, including sale, initial leasing, or retention by the municipality itself at its fair value;
- (9) the compilation and analysis of pertinent information required to adequately determine the infrastructure needs of secondary, value-adding industries in the industrial district, the needs of a technology infrastructure development project in the technology district, or the needs of an aerospace transportation and technology infrastructure development project in the aerospace transportation and technology district;
- (10) the connection of the urban renewal area, industrial district, technology district, or aerospace transportation and technology district to existing infrastructure outside the district;
- (11) the provision of direct assistance, through industrial infrastructure development projects, technology development projects, or aerospace transportation and technology infrastructure development projects, to secondary, value-adding industries to assist in meeting their infrastructure and land needs within the district; and
- (12) the acquisition, construction, or improvement of facilities or equipment for reducing, preventing, abating, or eliminating pollution.

RESOLUTION 10366

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF \$5,050 FROM THE WEST BANK URBAN RENEWAL TAX INCREMENT FINANCING DISTRICT TO THE GREAT FALLS BUSINESS IMPROVEMENT DISTRICT TO ASSIST IN THE FUNDING OF THE GREAT FALLS WAYFINDING PLAN.

* * * * *

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

WHEREAS, in 2007 the City Commission established the West Bank Urban Renewal Tax Increment Financing District to address blighted conditions and foster economic development; and

WHEREAS, in 2013 the City Commission approved the revised Tax Increment Financing Application forms and process to be followed, and criteria to be used when evaluating applications for use of tax increment financing funds; and

WHEREAS, in June, 2020, the Great Falls Business Improvement District Community Director submitted an application for use of West Bank Urban Renewal Tax Increment Financing District funds to assist in a Great Falls Wayfinding Plan; and

WHEREAS, there is a need for the completion of a comprehensive wayfinding system within the City of Great Falls, and there are areas and attractions within the West

Bank Urban Renewal Tax Increment Financing District that would benefit from a wayfinding plan; and

WHEREAS, the Business Improvement District's proposed tax increment financing (TIF) assisted project will address the current need for comprehensive wayfinding within the West Bank TIF District; and

WHEREAS, City staff has assessed the merits of the project in relation to the goals and objectives of the West Bank Urban Renewal Plan, evaluated the project based on the application evaluation criteria, and determined that expenditure of TIF funds in the amount of \$5,050 for the purpose of assisting in the funding for the Great Falls Wayfinding Plan is appropriate.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Great Falls, Montana:

Section 1. Approval. The City Commission hereby approves the expenditure of the requested West Bank Urban Renewal Tax Increment Financing District funds as requested by the Great Falls Business Improvement District in the amount of \$5,050.

Section 2. Findings. Based on representations made to the City Commission at a properly noticed public hearing and taking into consideration all comments received, including those made at a properly noticed Planning Advisory Board meeting held on August 11, 2020, the City Commission does hereby make the following findings, determinations, and declarations regarding the West Bank Urban Renewal Tax Increment Financing District, which is hereinafter referred to as the District:

- (a) no persons will be displaced from their housing by the Project or the Infrastructure Improvements;
- (b) the Project and the Infrastructure Improvements substantially satisfy the review criteria of the funding application process and meet the purpose and goals of the Act, the District and Plan;
- (c) the Plan, to include the Project and the Infrastructure Improvements, conforms to the comprehensive plan or parts thereof for the City as a whole;
- (d) the Infrastructure Improvements constitute public improvements in accordance with the Act;
- (e) the Plan, to include the Project and the Infrastructure Improvements, will afford maximum opportunity, consistent with the sound needs of the City, as a whole, for the rehabilitation or redevelopment of the District by private enterprise; and

(f) a sound and adequate financial program exists for the financing of the Infrastructure Improvements, as more particularly in Section 3 hereof.

Section 3. District Plan. A plan describing existing infrastructure, existing infrastructure deficiencies, and development activities to be undertaken within the District.

Section 4. Effective Date. This Resolution shall be in full force and effect upon passage and adoption by the City Commission.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 1st day of September, 2020.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney



Commission Meeting Date: September 1, 2020

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

- Item:** Resolution 10363 – Request from Metropolitan, LLC to use Downtown Urban Renewal District Tax Increment Financing (TIF) funds for the cost of reconstructing a public sidewalk and vault in association with a downtown redevelopment project; as well as consideration of Alternative Resolution 10363, which is the applicant’s request to fund \$132,392 of improvements including interior demolition and fire protection work for the building addressed as 313 and 315 Central Avenue.
- From:** Erin Borland, Planner III, Planning and Community Development
- Initiated By:** Metropolitan, LLC
- Presented By:** Craig Raymond, Director, Planning and Community Development
- Action Requested:** Approve either Resolution 10363 or Alternative Resolution 10363
-

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 Motions:

Commissioner moves:

“I move that the City Commission (approve/deny) Resolution 10363 to allow the use of up to \$25,440 in Downtown Urban Renewal District Tax Increment Financing Funds and approve the Development Agreement for sidewalk and vault infrastructure improvements along Central Avenue as proposed by Metropolitan, LLC.”

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

Or Alternative Motion;

Commissioners moves:

“I move that the City Commission (approve/deny) Alternative Resolution 10363 to allow the use of up to \$132,392 in Downtown Urban Renewal District Tax Increment Financing Funds for sidewalk and vault improvements as well as additional improvements including interior demolition and fire protection for the building addressed as 313 and 315 Central Avenue, as proposed by

Metropolitan, LLC. This approval is subject to City Commission approval of a revised Development Agreement”

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

Summary: Metropolitan, LLC recently acquired the Metropolitan Building at 313-315 Central Avenue in the downtown area. Metropolitan, LLC is proposing a redevelopment project of the building including improving the existing tenant space of Brush Crazy, moving the business office for Hygienix to the 2nd floor, and renovating a tenant space for a new business, Mountain Wave Distillery. The applicant has chosen to apply for TIF funding to offset some of the redevelopment costs for the new project.

Applicant’s Request: The Metropolitan building has several deficiencies that impact the renovation of the building including, sub grade vaults under the sidewalk are nearing collapse, a deteriorating sidewalk which currently creates tripping hazards for customers and the general public, no fire suppression system in the existing building, degrading interior finishes, and no ADA compliant restrooms. As a result, the applicant has requested TIF funding in the amount of \$132,392 for the reconstruction of the public sidewalk and vault along Central Avenue, the installation of a fire suppression system, and interior demolition work.

Montana TIF Regulations: Creation and administration of Tax Increment Financing (TIF) Districts is governed by the Montana State Urban Renewal statutes (Title 7, Chapter 15, Parts 42 and 43, MCA). The applicant feels that the requested costs are allowable TIF expenses pursuant to MCA 7-15-4288, 7-15-4233, 7-15-4202, 7-15-4206 and 7-15-4210 which are explained in detail in the narrative supplied by the applicant and attached to this agenda report.

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

City of Great Falls TIF Review Criteria:

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

Staff Analysis: The proposed project includes the reconstruction of the Central Avenue public sidewalk and the vault beneath. Improving safe pedestrian circulation is a key element to the Downtown Master Plan as well as the Downtown Urban Renewal Plan. Clearly, this aspect of the applicant’s request is an eligible public infrastructure expense. For the elements of the request associated with the applicant’s private property, staff and the City’s legal counsel do not view these building renovations as fitting the definition of public infrastructure. City staff has discussed this precise issue with the City Commission and received positive direction to research and propose

a legislative program that could allow for TIF funding to be allocated for fire suppression and ADA compliance upgrades to downtown buildings. Until such a legislative program is developed, staff recommends that the City Commission limit its public infrastructure allocation to the proposed sidewalk and vault improvements. If such program is implemented, then Applicant could reapply for additional TIF funds.

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

Staff Analysis: Because the applicant's investment in the renovation project is \$838,500 (excluding land costs), funding for the sidewalk and vault improvements is well below the 10% threshold. The applicant's total request of \$132,392 is 15.8% of the renovation project cost. The City Commission has the discretion to award funding above the 10% threshold, but staff does not recommend this approach given the eligibility question concerning the applicant's requested building improvements.

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

Staff Analysis: As mentioned, this redevelopment project will bring additional businesses to the downtown and fill a building that has had vacancies for a few years. This will increase the taxable value of the building which will increase the tax increment for the Downtown TIF District.

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

Staff Analysis: According to the information provided, there are five individuals currently employed in association with the applicant's property. If the project moves forward, an additional 10 FTE jobs would be created. An additional 20 FTE jobs would be associated with the renovation construction project.

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

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

6. **Special or Unique Opportunities** – The extent to which the district's development represents a unique opportunity, meets a special need, or addresses specific district or community goals. The

restoration of a historic property or the provisions of an unmet community need is an example of special or unique opportunities.

Staff Analysis: Staff does not view the applicant's request as a special or unique opportunity for a large TIF allocation. If the building were listed on the National Register of Historic Places or were in danger of complete collapse, the City Commission could consider funding private building improvements in advance of a legislative program being developed. However, staff recommends the Commission take a more conservative TIF funding approach until more legislative guidance is adopted.

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

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

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

Staff Analysis: The applicant plans on applying to the Business Improvement District (BID) to assist with funding interior improvements as well as secure a BID facade grant for the proposed redevelopment. Given the availability of BID funds for the private building renovations, staff recommends that TIF funds be limited to the public infrastructure portion of the applicant's request.

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

Staff Analysis: As noted in Criterion #8, the applicant is attempting to improve the feasibility and ultimate success of the project by combining private investment with City and BID funding. The applicant has been working on the feasibility of the project for some time, and there is great interest in the potential operation of a distillery business at the applicant's property.

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

Staff Analysis: This is the applicant's first development project as a single corporate entity. However, the applicant has worked in the City of Great Falls on other projects with his company Hygienix, LLC.

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

Staff Analysis: The applicant has been issued a Demolition Permit from the City to allow some of the interior demolition work. The applicant has also initiated façade renovation work on the building. Staff believes the development can be completed on schedule.

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

Staff Analysis: Tax payments are current for the property.

Determination of Appropriateness: The sidewalk and vault portions of the request from Metropolitan, LLC were discussed with legal counsel and found to be eligible according to Montana statutory guidance, as well as being in conformance with the Downtown Urban Renewal Plan. If Resolution 10363 were approved by the City Commission, the applicant would be required to complete the project per the attached Development Agreement.

Alternate Resolution 10363, which contains the remaining request for the installation of fire suppression and interior demolition, was reviewed and discussed with legal counsel as well. As noted in various sections of this agenda report, both staff and legal counsel do not consider the applicant's request to specifically fit state and local review criteria.

Staff Recommendation: Staff recommends approval of Resolution 10363 for expending up to \$25,440, specifically for the reconstruction of the Central Avenue public sidewalk and vault adjoining the proposed project site.

Downtown Development Partnership Recommendation: The Downtown Development Partnership is the recommending body for the City Commission for project requests within the Downtown TIF district. The applicant presented the project at the July 22, 2020 meeting, and the DDP voted to approve the entire application. An approval letter has been attached to this agenda report.

Fiscal Impact: The City's Downtown TIF fund has a current cash balance of \$1,529,306. As a result, there is clearly adequate funding in the TIF district to fulfill the request.

Alternatives: If the City Commission wishes to award TIF funding for the applicant's entire request, Alternate Resolution 10363 has been provided for the Commission's consideration. Additionally, the attached Development Agreement would need to be revised accordingly.

Concurrences: Both the City Attorney and the City's outside legal counsel concur with approval of the sidewalk and vault improvements outlined in Resolution 10363.

Attachments/Exhibits:

- Application Narrative
- Application
- Resolution 10363
- Alternate Resolution 10363
- Sidewalk and Vault Estimate
- Demolition and Fire Suppression Estimate
- Development Agreement
- DDP Letter of Support



Metropolitan, LLC
PO Box 1088, Great Falls, MT 59403
406.750.1204
Keith.Cron@hygienixllc.com
Tax ID#: 84-3863703

July 21, 2020

City of Great Falls Planning and Community Development:

Metropolitan, LLC, (Metropolitan) is pleased to be part of the community of Great Falls and share in its rich downtown history for the future. Recently, its owners and lifelong residents of Great Falls, Keith and Christina Cron recently acquired the Metropolitan Building (313-315 Central Avenue). Plans for the Metropolitan Building include improving the existing tenant space of Brush Crazy, adding a new business as a tenant to downtown Great Falls with Mountain Wave Distillery, and moving Keith's business office into the 2nd floor (313 ½ Central Ave) of the building with his company Hygienix. Keith is a one of four licensed Certified Industrial Hygienists (CIHs) within the State of Montana and Christina Cron is a Medical Social Worker (MSW). As part of this project, Mr. Cron recently applied to the Small Business Administration (SBA) to expand its two (2) year old business with the building acquisition.

Metropolitan understands that Great Falls (City) has created Tax Increment Districts within the city limits that provide funds for community development and redevelopment. The location of the building is within the Great Falls Downtown Urban Renewal Tax Increment District, as adopted by the City Commission on May 15, 2012, through Ordinance 3088. In addition, Metropolitan understands that Tax Increment Financing (TIF) funds may be utilized for projects within approved districts in accordance with the Montana Urban Renewal Law (Title 7, Chapter 15 parts 42 and 43, Montana Code Annotated (MCA)).

Based on review of the MCA's, Metropolitan understands the following costs are allowable TIF expenses:

- Per MCA 7-15-4288, "Cost that may be paid by tax increment financing...(2) demolition...; Subsection (4), "the improvement of public improvement including curbs, ..., sidewalks...and items of personal property to be used in connection with improvement for which the foregoing costs may be incurred...";
- Per MCA 7-15-4288, Subsection (5), "costs incurred in connection with the redevelopment activities allowed under MCA 7-15-4233";

- Per MCA 7-15-4233 (Powers which may be exercised by urban renewal agency or authorized department), (1) In the event the local governing body makes such determination, such body may authorize the urban renewal agency or department or other officers of the municipality to exercise any of the following urban renewal project powers: Subsection (i) states, “to improve, clear, or prepare for redevelopment any real or personal property in an urban renewal area”.
- Per MCA 7-15-4202, 7-15-4206, and 7-15-4210, which discuss the basis of urban renewal and government entities (in general), health, safety, and welfare of the public are discussed. MCA 7-15-4233 additionally states that an urban renewal agency can make a plan to address “voluntary or compulsory repair”. Adopted Life Safety Codes mitigate the risk to the health, welfare, and public. Due to the condition of existing structures within the urban renewal district – age, condition of buildings, structures adjoining structures, implementing fire suppression would mitigate loss of life, property, and employment within the urban renewal district.

Metropolitan understands that the City has previously allowed TIF monies for specifically public sidewalks and gutters for rehabilitation within the TID bounds for renovation; however, as stipulated herein TIF monies could be utilized in accordance with the MCA and City allowance, for multiple needs. Keith Cron, CIH, and tax payer in the City opines that TIF monies should also be relegated to fund life-safety issues and Americans with Disabilities Act (ADA) compliance within buildings, promoting the health and welfare of public-accessed facilities.

The Metropolitan building currently has the following deficiencies that are impacting renovation and provide safety concerns for the Great Falls community that will be addressed promptly if awarded TIF monies to implement the corrective actions:

- Sub-grade vaults beneath the existing sidewalk and curb that are pending collapse;
- Damaged and deteriorated sidewalk at the front elevation creating a tripping hazard;
- No Fire Suppression System as a Life Safety concern, hindering redevelopment within the designated urban renewal designated district;
- Degraded interior finishes of plaster, framing, GWB, flooring, and interior finishes; and,
- No ADA Compliant Restrooms.

As presented within the City TIF application (Attachment A), Metropolitan is requesting TIF money to correct the sidewalk, vault, demolition activities, and fire suppression within the entire Metropolitan Building as it will be used to house the future home of Hygienix, LLC – Industrial Hygiene and Environmental Consulting Firm, Maintain Brush Crazy – Self Paint Studio, and offer a future distillery business – Mountain Wave Distillery into its urban renewal district.

We appreciate your review and funding decision with regard towards our application! Please call with any questions.



Keith Cron

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

Project Name: Metropolitan Building

Date Submitted: 5.19.20

Name of TIF District: Downtown Urban Renewal District

APPLICANT INFORMATION

Name: Metropolitan, LLC - Keith Cron

Address: PO Box 1088, Great Falls, MT 59403

Telephone: 406.750.1204

DEVELOPMENT INFORMATION

1. Building Address: 313, 313 1/2, 315 Central Avenue, Great Falls, MT

2. Legal Description: Great Falls Original Townsite, S12, T20 N, R03 E, Block 314, Lot 011

3. Ownership: Metropolitan, LLC

Address: PO Box 1088, Great Falls, MT

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

Address: _____

5. Existing/Proposed Businesses: Brush Crazy - Existing, Hygienix, LLC - New, Mountain Wave Distillery - New

Business Description: Brush Crazy - Painting Studio, Hygienix - Industrial Hygiene and Environmental Consulting Firm, Mountain Wave - Distillery and Tasting Room , with Food

6. Employment: Existing FTE Jobs: 5

New Permanent FTE Jobs created by project: 10 Construction FTE jobs: 20

7. Architectural/Engineering Firm: LPW Architecture Interior, Nelson Architects - Metropolitan Exterior

Address: 15 5th Street South, Great Falls, MT- LPW, 621 2nd Ave. N, Great Falls, MT - Nelson

Representative: Tim Peterson, AIA - LPW Architecture, Doug Lorello - Nelson Architects

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

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

9. Please provide rehabilitation/construction plans (attach schematics, site and landscaping plans).
Construction Documents are being prepared for Mountain Wave.

10. What is the development schedule or estimated completion date for the Total Project Development?
The Total Project Development is best defined as the entire development, not just the TIF
improvements (please include project phasing if appropriate).
The total development schedule is within the year of June, 2021, including the distillery.

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

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

I need the TIF funds immediately to complete the identified TIF improvements.

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

Demolition

waterline service upgrades, fire line into building upgrade, sidewalk, vaults, fire suppression system -

Cost - \$170,000

TIF District Cost - \$132,500

TOTAL PROJECT DEVELOPMENT COSTS

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

Land and Site Preparation Improvements (Itemized)

| | | |
|-------------------------|-------------------|--------------------------|
| 1. <u>Value of Land</u> | \$ <u>330,000</u> | |
| 2. _____ | \$ _____ | |
| 3. _____ | \$ _____ | |
| 4. _____ | \$ _____ | |
| 5. _____ | \$ _____ | |
| Subtotal | | \$ <u>330,000</u> |

Construction/Rehabilitation Costs (Use general construction trade divisions)
(Total value of improvements)

| | | |
|-----------------------------|-------------------|--------------------------|
| 1. <u>Div. 02 - Div. 08</u> | \$ <u>128,500</u> | |
| 2. <u>Div 09</u> | \$ <u>75,000</u> | |
| 3. <u>Div 10</u> | \$ <u>45,000</u> | |
| 4. <u>Div 12</u> | \$ <u>50,000</u> | |
| 5. <u>Div 13</u> | \$ <u>60,000</u> | |
| 6. <u>Div 15</u> | \$ <u>150,000</u> | |
| 7. <u>Div 16</u> | \$ <u>30,000</u> | |
| Subtotal | | \$ <u>538,500</u> |

Equipment Costs
(Total value of equipment)

| | | |
|--------------------------------|-------------------|--------------------------|
| 1. <u>Distillery Equipment</u> | \$ <u>300,000</u> | |
| 2. _____ | \$ _____ | |
| 3. _____ | \$ _____ | |
| 4. _____ | \$ _____ | |
| 5. _____ | \$ _____ | |
| Subtotal | | \$ <u>300,000</u> |

Total Project Development Costs **\$ 1,168,500**

ELIGIBLE TIF ACTIVITIES

Land Acquisition

| | Total | Amount Requested from TIF | Timing for Funds |
|----|---------|------------------------------|---------------------|
| 1. | 330,000 | 0 | NA |

Demolition & Removal of Structures

| | | | |
|-----------------|----|---|----|
| 1. | NA | | |
| 2. | | | |
| 3. | | | |
| Subtotal | NA | 0 | NA |

Relocation of Occupants

| | | | |
|----|----|---|----|
| 1. | NA | 0 | NA |
|----|----|---|----|

Public Improvements

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

| | | | |
|-----------------|-------------------------|---------|-----------------|
| 1. | Sidewalk & Vault | 25,440 | ASAP |
| 2. | Fire Suppression System | 58,625 | September, 2020 |
| 3. | Demolition | 48,327 | ASAP |
| Subtotal | Quotes Attached | 132,392 | |

Fees (associated with eligible activities)

(A&E design/supervision, permits & other fees)

| | | | |
|----|----------------------|---|--|
| 1. | | 0 | |
| 2. | | | |
| 3. | Paid by Metropolitan | 0 | |

CERTIFICATION


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

Signature 

Title Owner

Address PO Box 1088, Great Falls, MT 59403

Date 7.21.20

Signature 

Title Owner

Address PO Box 1088, Great Falls, MT 59403

Date 7.21.20

RESOLUTION 10363

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, APPROVING A REQUEST TO EXPEND GREAT FALLS DOWNTOWN URBAN RENEWAL TAX INCREMENT FINANCING (TIF) DISTRICT FUNDS

* * * * *

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

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

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

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

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

WHEREAS, City Staff has assessed the project in relation to the goals and objectives of the Downtown Urban Renewal District Plan, evaluated the project based on the evaluation criteria, and determined that expenditure of TIF funds in the amount of \$25,440 is warranted for the

purpose of paying for the reconstruction of a public sidewalk and vault along Central Avenue bordering the subject property.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Great Falls, Montana, that based on the findings articulated by staff and presented at the September 1, 2020 public hearing, Metropolitan, LLC’s TIF Application to expend Great Falls Downtown Urban Renewal Tax Increment Financing (TIF) District Funds is hereby approved in the amount of \$25,440 for the purpose of paying for public improvements consisting of the reconstruction of a public sidewalk and vault along Central Avenue bordering the subject property.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, September 1, 2020.

Bob Kelly, Mayor

ATTEST:

Darcy Dea, Deputy City Clerk
(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

ALTERNATIVE RESOLUTION 10363

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, APPROVING A REQUEST TO EXPEND GREAT FALLS DOWNTOWN URBAN RENEWAL TAX INCREMENT FINANCING (TIF) DISTRICT FUNDS

* * * * *

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

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

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

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

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

WHEREAS, Metropolitan, LLC is requesting that the City of Great Falls expend TIF funds in the amount of \$132,392 for the purpose of paying for the reconstruction of a public sidewalk and vault along Central Avenue, interior demolition, and the installation of fire suppression at the subject property.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Great Falls, Montana, that based on the findings articulated by staff and presented at the September 1, 2020 public hearing, Metropolitan, LLC's TIF Application to expend Great Falls Downtown Urban Renewal Tax Increment Financing (TIF) District Funds is hereby approved in the amount of \$132,392 for the purpose of paying for the public improvements consisting of the reconstruction of a public sidewalk and vault along Central Avenue, interior demolition, and the installation of fire suppression at the subject property.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, September 1, 2020.

Bob Kelly, Mayor

ATTEST:

Darcy Dea, Deputy City Clerk
(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney



Copper Creek, LLC
General Engineering Contractor

CONTRACT/PROPOSAL NO.

20102

Copper Creek, LLC
6 Morningview Lane • Great Falls, MT 59404

JOB NAME: Metropolitan Building

LOCATION: 313 Central Ave, Great Falls, MT 59401

PLAN DATE: N/A

ARCHITECT: N/A

NOTE: Vault Fill

TO: Keith Cron

48 32nd Ave NE

Great Falls, MT 59404

ATTN: Keith Cron

DATE: May 18, 2020

We propose to furnish all labor and material necessary to complete work as described per our unit prices. All work will be performed in accordance with the plans and specifications.

PROPOSAL OF WORK TO BE PERFORMED

| NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | AMOUNT |
|-----|--|-----|------|------------|-------------|
| 1 | Demolition / Excavation of Two Vaults with removal of misc. materials inside vaults (No Hazardous) | 2 | EA | 875.00 | \$ 1,750.00 |
| 2 | Remove and Replace City Sidewalk | 600 | SF | 12.75 | \$ 7,650.00 |
| 3 | Interior Foundation Wall | 2 | EA | 3,115.00 | \$ 6,230.00 |
| 4 | Flowable Fill Vaults | 24 | CY | 285.00 | \$ 6,840.00 |
| 5 | Removal/Disposal of Materials (3 Loads) | 3 | EA | 575.00 | \$ 1,725.00 |
| 6 | Traffic Control / Sidewalk Signage | 1 | LS | 1,245.00 | \$ 1,245.00 |
| 1 | EXCLUDES BONDS, TAX, PLANS, FEES, SURVEY, ENGINEERING, TESTING. | | | | |
| 2 | PAYMENT TO BE MADE AT COMPLETION OF PROJECT | | | | |
| 3 | EXCLUDES UTILITY DISCONNECTS AND/OR RELOCATES. | | | | |
| 4 | ASSUMES SUPPORTS WILL NOT NEED ANY FOOTINGS OR STRUCTURAL WORK AND A COMPENTENT BASE IS PROVIDED | | | | |
| 5 | EXCLUDES ANY OTHER TRADES (INSULATION, MECHANICAL, PLUMBING, ELECTRICAL, CEILING GRID, CONCRETE, ETC.) | | | | |
| 6 | EXCLUDES ANY HIDDEN OR UNFORSEEN ISSUES THAT MAY OCCUR. | | | | |
| 7 | NO CITY OVERSIGHT/PERMITTING HAS BEEN FIGURED WITH EXCEPTION OF CITY SIDEWALK | | | | |

ESTIMATED TOTAL** \$ 25,440.00

This proposal shall not be effective in the event that the Owner/Contractor seeks to have Copper Creek, LLC defend and/or indemnify it or them from damages resulting from it or their negligent acts or omissions.

Proposal Acceptance is contingent upon all items being accepted unless otherwise negotiated with Copper Creek, LLC.

ACCEPTANCE OF CONTRACT/PROPOSAL

The above prices, specifications and conditions on all pages apart of this proposal are satisfactory and are hereby accepted, giving COPPER CREEK, LLC authorization to complete work as specified. Funding verification and further payment terms to be established prior to starting work.

COPPER CREEK CONSTRUCTION

BY:

TITLE: Trent Short--- Principal

DATE: May 18, 2020

FIRM NAME: _____

ACCEPTED BY: _____

TITLE: _____

DATE: _____

METROPOLITAN, LLC: Demolition Services
Metropolitan Building
 Hygienix Proposal#: 20-025
 313, 313 1/2, 315 Central Avenue, Great Falls, MT

Location:



| | Unit | Rate | Quantity | Estimated Cost |
|---|----------|----------|------------------------------|--------------------|
| Labor/Tools/Disposal: | | | | |
| <i>Task No. 1 - Project Administration</i> | | | | |
| Sr. Project Manager | per hour | \$156.73 | 40.0 | \$6,269.20 |
| | | | Subtotal Labor Task 1 | \$6,269.20 |
| <i>Task No. 2 - Exterior Demolition</i> | | | | |
| Stone/Glass Façade Removal for Replacement | SF | \$8.00 | 600.0 | \$4,800.00 |
| Temporary Structure | SF | \$5.00 | 600.0 | \$3,000.00 |
| | | | Subtotal Labor Task 2 | \$7,800.00 |
| <i>Task No. 3 - Brush Crazy Demolition (315 Central Avenue)</i> | | | | |
| Flooring Demolition - Terazzo/Tile | SF | \$3.00 | 1500.0 | \$4,500.00 |
| Flooring - VCT | SF | \$2.00 | 2250.0 | \$4,500.00 |
| Plaster Walls | SF | \$5.00 | 1050.0 | \$5,250.00 |
| GWB Walls with Framing | SF | \$2.00 | 350.0 | \$700.00 |
| Plumbing | LF | \$1.50 | 500.0 | \$750.00 |
| Electrical | LF | \$0.25 | 1500.0 | \$375.00 |
| | | | Subtotal Labor Task 3 | \$14,250.00 |
| <i>Task No. 4 - Demolition (313 1/2 Central Avenue)</i> | | | | |
| Flooring - VCT | SF | \$2.00 | 2500.0 | \$5,000.00 |
| Plaster Walls | SF | \$4.00 | 3752.0 | \$15,008.00 |
| Plaster Ceiling | SF | \$4.00 | 3000.0 | \$12,000.00 |
| GWB Walls with Framing | SF | \$2.00 | 1470.0 | \$2,940.00 |
| Plumbing | LF | \$1.50 | 250.0 | \$375.00 |
| Electrical | LF | \$0.25 | 2000.0 | \$500.00 |
| | | | Subtotal Labor Task 4 | \$20,008.00 |
| | | | TOTAL | \$48,327.20 |



Great Falls Fire Sprinklers
 P.O. Box 149
 Ulm, MT 59485
 (406)315-7666 gffs2018@outlook.com

Scope: Fire Sprinkler Proposal for budgetary numbers

TO: _____ Date: March 5, 2020

Atten: Keith Cron

RE: Mountain Wave Distillery

Great Falls Fire Sprinklers is a **Navy Veteran & Native American Owned Small Business**. GFFS is pleased to price the following installation for a Fire Sprinkler System per NFPA 13, 2016

Base Bid:

Great Falls Fire Protection has reviewed sketch provided and our estimate to design, submit, and install a new fire sprinkler system totaling 16,750 sqft shall be around \$3.50 per sq ft. All shall be designed and installed per NFPA 13 and state & local authorities. GFFS proposes to start at the flange inside the building.

We estimate to complete the scope of work described above in the sum of \$58,625.00.

Specific Exclusions:

- Fire pump and associated components, including but not limited to underground piping, valves, jockey pump, control panels.
- Electrical wiring, conduit and connections of supplied electrical component, i.e. tamper switches, flow switches, air compressor, etc.
- Fire service main & attached apparatus, which shall be supplied, installed, test and flushed by others with sufficient water.
- Carpentry
- Labeling of pipe beyond NFPA 13 requirements
- Painting of pipe
- BIM 3D coordination at the stated price.

Standard Exclusions and Clarifications:

Shift work, inspections, carpentry, painting of any kind, patching insulation, beam penetrations, fire alarms, security system, electrical wiring & connections, extinguishers & cabinets, backflow testing and certification, Ansul(hood systems), fire hose, hose stations, high piled stock plan, fire hydrants, sewage and impact fees, underground piping and excavation, test and flush certificates of systems install by others, fire pump, pumps pads, tanks, touch up of sprayed on fireproofing, asbestos and/or lead abatement and alterations other than noted within this proposal are assumed to be excluded if not called out within this proposal or the bid document.

Comments:

- GFFS assumes that the architect and/or engineer specifying the building needs to be sprinkled will be acting as Licensee
- Material cost and Engineering cost will be billed out date of material on site less retainage
- GFFS will require an OSHA compliant job site and clear and continuous access at all times
- One complete set of drawings and all CAD files will need to be provided to GFFS at no charge for engineering and construction
- Deviations from accepted and approved engineered shop drawing may impose extra charges
- Excessive plan review duration by AHG, GC or architect an not be absorb by GFFS into construction schedule
- Requirement above NFPA including city or state ordinances have not been included if not called out with the contract documents
- Commercial General Liability \$2M General Aggregate, \$1M each occurrence, \$1M Umbrella, \$2M products and completed operations

This Estimate is for Budgetary numbers only.

Prepared by: Tony M. LaMere Jr.

Accepted by: _____

Signature: Tony M. LaMere Jr.
 MT LIC #FPL-BEL-001158
 Great Falls Fire Sprinklers, Inc.

Signature: _____

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is dated as of _____, 2020 (this “**Agreement**”), among the CITY OF GREAT FALLS, a municipal corporation of the State of Montana (the “**City**”), and METROPOLITAN, LLC, a Montana limited liability company (the “**Developer**”).

WITNESSETH:

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

WHEREAS, the City Commission of the City (the “**Commission**”), pursuant to Ordinance 3088, duly adopted on May 15, 2012 after a duly called and noticed public hearing thereon, created an urban renewal area as the Downtown Urban Renewal Area (the “**District**”) and adopted the Downtown Urban Renewal District Plan (the “**Plan**”) containing a tax increment financing provision; and

WHEREAS, the Developer proposes to develop a mixed-use commercial building at 313, 313 ½, and 315 Central Avenue in the District, which shall consist of renovation to the existing Brush Crazy tenant space, office space for Hygienix, an industrial hygiene and Environmental Consulting Firm, and Mountain Wave, a distillery and tasting room (the “**Project**”); and

WHEREAS, the Developer submitted an Application for City of Great Falls Tax Increment Financing (TIF) Funds dated July 21, 2020 (the “**Application**”) for tax increment financing assistance with respect to certain qualified improvements associated with the Project, consisting of the installation of public sidewalks and a vault, as further described on Exhibit B hereto (the “**Infrastructure Improvements**”); and

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

WHEREAS, the Commission, pursuant to Resolution 10363, duly adopted on September 1, 2020, after a duly called and noticed public hearing thereon authorized the City to enter into this Agreement which sets forth the obligations and commitments of the City and the Developer with respect to the Project, the Infrastructure Improvements and the Tax Increment.

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

Section 1. Definitions; Rules of Interpretation; Exhibits.

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

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

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

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

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

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

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

“Unavoidable Delay” means a delay resulting from a cause over which the party required to perform does not have control and which cannot or could not have been avoided by the exercise of reasonable care, including but not limited to acts of God, accidents, war, civil unrest, embargoes, strikes, unavailability of raw materials or manufactured goods, litigation and the delays of the other party or its contractors, agents or employees in the performance of their duties under or incident to this Agreement.

1.2. Rules of Interpretation.

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

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

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

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

Exhibit A—Legal Description of the Land and Map Thereof

Exhibit B—Infrastructure Improvements

Exhibit C—Project Costs

Exhibit D—Form of Developer Requisition Form

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

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

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

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

(d) The Developer estimates the total costs of the Project is \$1.1 million (including Land acquisition), as described in Exhibit C hereto and the Developer has the financial capability and/or financing commitments to complete the Project.

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

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

(g) There is no action, suit, investigation or proceeding now pending or, to the knowledge of the Developer, threatened against or affecting the Developer or its business, operations, properties or condition (financial or otherwise) before or by any governmental

department, commission, board, authority or agency, or any court, arbitrator, mediator or grand jury, that could, individually or in the aggregate, materially and adversely affect the ability of the Developer to complete the Project.

Section 3. Developer's Undertakings.

3.1. Construction and Maintenance of Project. The Developer hereby agrees and commits to the City that it will diligently prosecute to completion the construction of the Project in accordance with this Agreement, the plans submitted to the City and all applicable federal, State and local laws, rules, regulations and ordinances relating to or governing the development or use of the Project, including applicable Land Use Regulations and Environmental Laws and Regulations. The total costs of the Project and the source of funds available for payment thereof are shown on Exhibit C hereto. The Developer has the financial capacity to complete the Project, and the Developer agrees to pay all such costs thereof. If there is an increase in the costs of the Project from that shown on Exhibit C hereto and that cannot be covered by the contingency amount, the Developer shall notify the City of the increase and submit additional evidence in a form acceptable to the City that the Developer has the financial capacity and/or financial commitments to cover such additional costs and complete the Project. At all times during the term of this Agreement, the Developer will operate and maintain, preserve and keep the Project or cause the Project to be operated, maintained, preserved and kept for the purposes for which it was constructed, and with the appurtenances and every part and parcel thereof, in good repair and condition. The Developer agrees to permit the City and any of its officers, employees or agents access to the Land for the purpose of inspection of all work being performed in connection with the Project; *provided, however*, that the City shall have no obligation to inspect such work.

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

3.3. Competitive Bidding; Prevailing Wage Rates; and Preference for Montana Residents. The Developer understands that the City is obligated to follow certain laws with respect to the expenditure of public funds, which includes Tax Increment. The Developer agrees that in the awarding of contracts or subcontracts for the Infrastructure Improvements that (i) it will and it will cause its contractor to competitively bid the contracts and subcontracts for each of those components; (ii) the Developer and its contractor and subcontractors will pay Prevailing Wage Rates on such contracts or subcontracts related to the Infrastructure Improvements; (iii) the Developer and its contractor and subcontractors will give preference to the employment of bona fide residents of the State, as required by Montana Code Annotated Section 18-2-403 and as such term is defined by Montana Code Annotated Section 18-2-401(1) and the Administrative Rules of the State, including but not limited to A.R.M. 24.17.147, obliging the Developer and its contractor and subcontractors to hire 50% bona fide Montana residents with respect to the

installation and construction of the Infrastructure Improvements; and (iv) when making assignments of work, the Developer and its contractor and subcontractors will use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned. The Developer will provide to the City all documentation requested to verify the compliance of the Developer and its contractor and subcontractors with the foregoing requirements. Failure of the Developer and its contractor and subcontractors to pay the Prevailing Wage Rates with respect to the Infrastructure Improvements shall be considered a breach of this Agreement and the City shall be entitled to exercise any and all measures to assure compliance and retroactive compensation plus interest to employees not paid in accordance with this Agreement, and recovery of any penalty or fine assessed by the State attributed to any failure to pay Prevailing Wage Rates. Additionally, the Authority acknowledges that a violation of these requirements shall result the City not being able to pay or reimburse the Authority for costs of the Infrastructure Improvements. Montana Prevailing Wage Rate for public works projects are published from time to time by and available from the Montana Department of Labor and Industry, Research and Analysis Bureau, P.O. Box 1728, Helena, Montana 59624, telephone number (800) 541-3904; applicable Federal Prevailing Wage Rates for public works projects are published from time to time by and available from <https://www.dol.gov/whd/govcontracts/PrevailingWageResources.htm>.

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

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

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

3.7. Worker's Compensation Insurance. The Developer shall provide in all construction contracts with respect to the Project and the Infrastructure Improvements that each contractor and subcontractor is to be covered by a Worker's Compensation insurance program

with the State, a private insurance carrier, or an approved self-insurance plan in accordance with State law.

Section 4. Reimbursement.

4.1. Reimbursement Obligation. Subject to the provisions of this Section 4, the City shall reimburse the Developer for costs of the Infrastructure Improvements in an amount equal to the actual costs thereof; *provided, however*, that the reimbursement for the Infrastructure Improvements shall not exceed \$25,440 in the aggregate. The obligation of the City to reimburse the Developer for costs of the Infrastructure Improvements shall be further subject to (i) the approval and acceptance by the City of the Infrastructure Improvements and the respective costs thereof and (ii) the availability, in the sole discretion of the City, of sufficient Tax Increment for purposes of such reimbursement. The Developer understands and agrees that the City currently has, and may in the future have, binding commitments with respect to the use of Tax Increment and the reimbursement obligations of the City hereunder shall not have priority over any such other binding commitments. Notwithstanding anything herein to the contrary, if the Developer's conditions to reimbursement set forth in this Section 4 are not satisfied by September 1, 2021, the City shall have no obligation to reimburse the Developer for costs of the Infrastructure Improvements.

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

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

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

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

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

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

Section 6. Release, Indemnification and Insurance.

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

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

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

on a replacement cost basis in an amount equivalent to the Full Insurable Value thereof. “**Full Insurable Value**” shall include the actual replacement cost of the Project, without deduction for architectural, engineering, legal or administrative fees or for depreciation. The policies required by this Section 6.2 shall be subject to a no coinsurance clause or contain an agreed amount clause, and may contain a deductibility provision not exceeding \$100,000.

Subject to the terms of any mortgage relating to the Project, policies of insurance required by this Section 6.2 shall insure and be payable to Developer, and shall provide for release of insurance proceeds to Developer for restoration of loss. The City shall be furnished certificates showing the existence of such insurance. In case of loss, the Developer is hereby authorized to adjust the loss and execute proof thereof in the name of all parties in interest.

During construction of the Project, any and all of the foregoing insurance policies may be maintained by the Developer's contractor; *provided* that once the Project is placed into service, Developer shall maintain all of the foregoing insurance policies.

Section 7. General Provisions.

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

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

7.3. Term of Agreement. If all conditions precedent for the reimbursement by the City of the costs of all Infrastructure Improvements have not been satisfied by September 1, 2021, this Agreement will terminate and the City will have no obligation to reimburse the Developer for costs of the Infrastructure Improvements. Otherwise, this Agreement will terminate when all obligations hereunder have been satisfied or discharged. Notwithstanding any termination of this Agreement, Sections 6, 7 and 8 shall in all events survive.

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

specific performance against the City for any failure to comply with any term, condition, covenant or agreement herein; *provided* that no costs, expenses or other monetary relief will be recoverable from the City except as may be payable from the Tax Increment.

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

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

If to the Developer: Metropolitan, LLC
PO Box 1088
Great Falls, Montana 59403
Attn: Keith Cron and Christina Cron

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

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

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

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

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

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

7.11. Governing Law. This agreement and the legal relations between the parties hereto will be governed by and construed in accordance with the laws of the State of Montana,

without giving effect to any choice of law statutes, rules, or principles. All legal actions arising from this Agreement shall be filed in the District Court of the State of Montana in and for Cascade County, Montana or in the United States District Court with jurisdiction in Cascade County, Montana.

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

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

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

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the ____ day of _____, 2020.

CITY OF GREAT FALLS, MONTANA

[SEAL]

By _____
Gregory T. Doyon, City Manager

Attest:

City Clerk

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

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

METROPOLITAN, LLC

Name: Keith Cron
Title:

Name: Christina Cron
Title:

STATE OF _____)
: ss.
County of _____)

This instrument was acknowledged before me on _____, 2020 by Keith Cron and Christina Cron of METROPOLITAN, LLC, on behalf of said limited liability company.

(Notarial Seal)

Printed Name: _____
Notary Public for the State of Montana
Residing at _____, Montana
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND AND MAP THEREOF

Lots 11, Block 314, Great Falls Original Townsite, Section 12, Township 20 N, Range 3 E, P.M. Cascade County, Montana

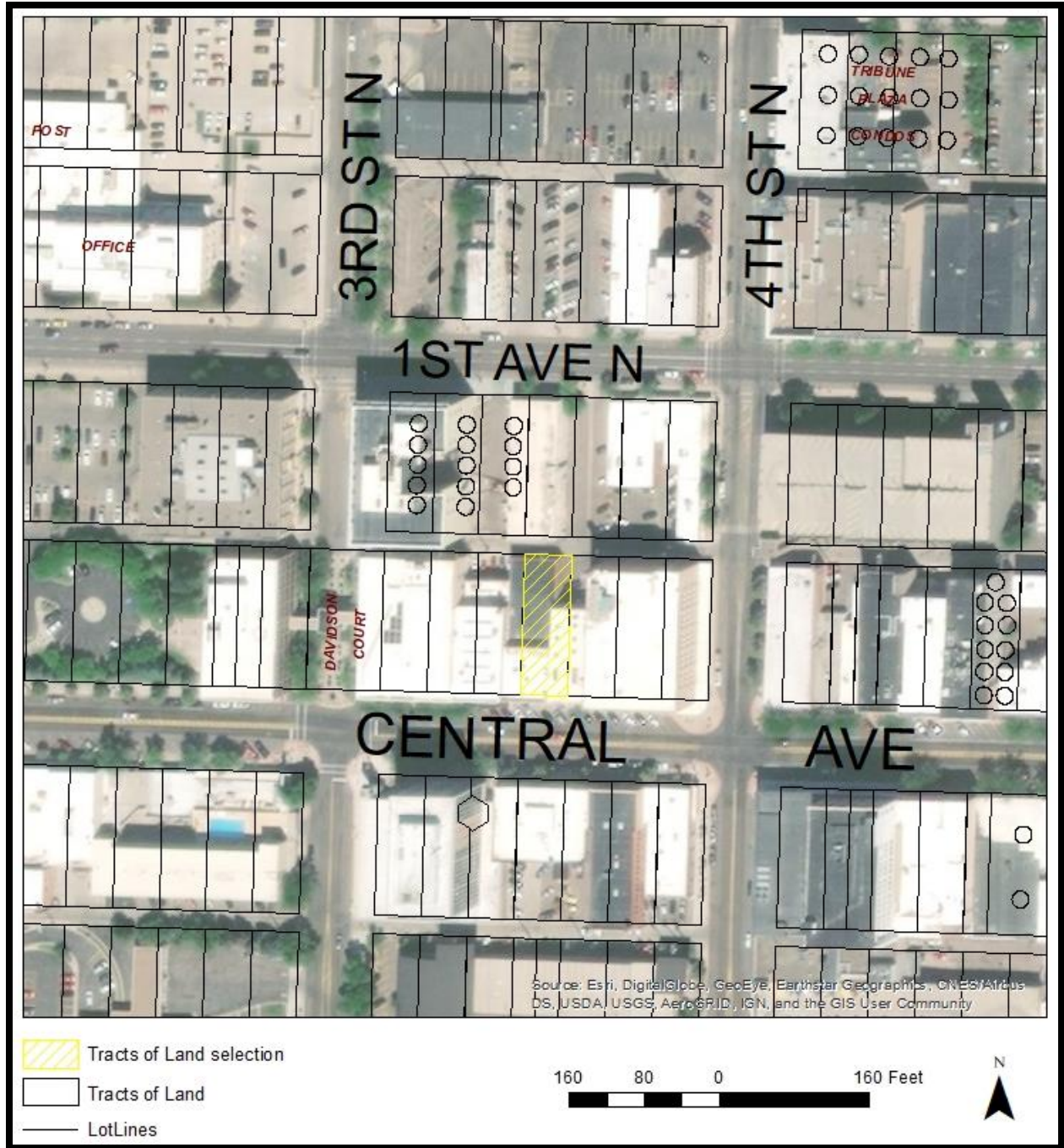


EXHIBIT B
INFRASTRUCTURE IMPROVEMENTS

| | <u>Estimated Costs</u> |
|-----------------------|------------------------|
| 1. Sidewalk and Vault | \$ 25,440 |
| Subtotal | \$ 25,440 |

EXHIBIT C

TOTAL PROJECT DEVELOPMENT COSTS

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

Land and Site Preparation Improvements (Itemized)

| | | |
|-------------------------|-------------------|-------------------|
| 1. <u>Value of Land</u> | \$ <u>330,000</u> | |
| 2. _____ | \$ _____ | |
| 3. _____ | \$ _____ | |
| 4. _____ | \$ _____ | |
| 5. _____ | \$ _____ | |
| Subtotal | | \$ <u>330,000</u> |

Construction/Rehabilitation Costs (Use general construction trade divisions)

(Total value of improvements)

| | | |
|-----------------------------|-------------------|-------------------|
| 1. <u>Div. 02 - Div. 08</u> | \$ <u>128,500</u> | |
| 2. <u>Div 09</u> | \$ <u>75,000</u> | |
| 3. <u>Div 10</u> | \$ <u>45,000</u> | |
| 4. <u>Div 12</u> | \$ <u>50,000</u> | |
| 5. <u>Div 13</u> | \$ <u>60,000</u> | |
| 6. <u>Div 15</u> | \$ <u>150,000</u> | |
| 7. <u>Div 16</u> | \$ <u>30,000</u> | |
| Subtotal | | \$ <u>538,500</u> |

Equipment Costs

(Total value of equipment)

| | | |
|--------------------------------|-------------------|-------------------|
| 1. <u>Distillery Equipment</u> | \$ <u>300,000</u> | |
| 2. _____ | \$ _____ | |
| 3. _____ | \$ _____ | |
| 4. _____ | \$ _____ | |
| 5. _____ | \$ _____ | |
| Subtotal | | \$ <u>300,000</u> |

Total Project Development Costs \$ 1,168,500

EXHIBIT D

FORM OF DEVELOPER REQUISITION FORM

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

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

The undersigned, as Authorized Developer Representative, intends that this certificate will satisfy the requirements of Section 4.2(c) of the Development Agreement, dated as of [____], 2020 between the City and the Developer (the "Agreement"), and does hereby certify on behalf of the Developer that:

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

Dated: _____, 20__

METROPOLITAN, LLC

By: _____
Name: _____
Title: _____

Schedule to Developer Certificate No. _____

Payee

Purpose

Amount



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

July 22, 2020

The Downtown Development Partnership of Great Falls supports the TIF Application submitted by Keith Cron of 313-315 Central Ave, as presented, in its entirety.

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

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

We thank the City Commission for your consideration of Keith Cron's TIF application and urge that you approve the application, as submitted, in its entirety.

Sincerely,

Joan Redeen

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



Commission Meeting Date: September 1, 2020

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10367 – Resolution of Intention to amend and restate the Downtown Urban Renewal Plan and to approve the Civic Center project as an urban renewal project

Ordinance 3222 – Ordinance approving the amended and restated urban renewal plan for the Downtown Urban Renewal District and to approve the Civic Center project as an urban renewal project

From: Alaina Mattimiro, Planner I, Planning and Community Development

Initiated By: Planning and Community Development

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

Action Requested: City Commission adopt Resolution 10367, accept Ordinance 3222 on first reading and set a public hearing for October 6, 2020.

Suggested Motion:

Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution of Intention 10367.”

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

And

Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3222 on first reading and (set/not set) the public hearing for October 6, 2020.”

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

Staff Recommendation:

Staff recommends that City Commission adopt Resolution 10367, a resolution of intention to approve the Amended and Restated Downtown Urban Renewal Plan and approve the Civic Center project as an urban renewal project, accept Ordinance 3222 on first reading, and set the public hearing for October 6, 2020.

Background:

In 2012, the City Commission adopted the Downtown Urban Renewal Plan (DURP). The creation of the DURP was the result of the development and adoption of the Downtown Master Plan. The Downtown Master Plan (DMP) provides a blueprint for the revitalization and redevelopment of Downtown, and recommended the creation of an Urban Renewal District that utilizes Tax Increment Financing to help fund public improvements called out within the DMP and the City’s Growth Policy.

City staff and the City Commission have identified public safety concerns with the exterior condition of the Civic Center façade. The Downtown Urban Renewal Plan did not provide strategies that address the needs for the rehabilitation and preservation of the Civic Center, specifically the need for façade renovation. This is in part due to a lack of sufficient TIF increment balance to consider such a project. The proposed amendment identifies needed renovation projects for the Civic Center property, which in turn, will create the opportunity for the building and property to be considered for the use of Tax Increment Financing funds through the Downtown TIF District. The TIF funds would provide the financial capability to complete preservation and rehabilitation projects for the Civic Center.

Summary of Proposed Amendment:

Not only did the Downtown Master Plan identify the need for an Urban Renewal District Plan, it also identified the desire for preserving, restoring, and reusing Downtown’s historic buildings and sites as an objective to meet the goal of enhancing Downtown aesthetics. The Civic Center has been recognized as a primary contributing building within the Great Falls Railroad Historic District by the National Register of Historic Places. The building is also individually listed as a National Register site.

The historic Civic Center façade has been deteriorating due to moisture and oxygen infiltration. The issues have not only affected the aesthetic appeal of the historic building, but have also created potential safety issues. In fact, the east and west sides of the building have recently been fenced off to protect the public from the possibility of falling building panels. The rehabilitation project that will be proposed for Downtown TIF financing will require replacing, in-kind, the concrete panels on the east elevation, replacing the concrete steps at the front along Central Avenue, as well as replacing the roofing.

To enable a pathway to finance the restoration project, the following amendments to the DURP are being proposed:

- 1. *Addition of Implementation Strategies targeted for the Civic Center.* The following Implementation strategies section is proposed to be added to Page 12 of the Renewal Plan.

| 7. Actively pursue the preservation and rehabilitation of the Civic Center. | | | |
|--|-------|-----------|---------------------|
| a. Fund and complete the Civic Center façade renovation project. | CofGF | Immediate | Capital Improvement |
| b. Identify and complete rehabilitation projects within the Civic Center property including, but not limited to, landscape and asphalt restoration. | CofGF | On-going | Capital Improvement |
| c. Determine and complete preservation projects within the Mansfield Center for the Performing Arts including, but not limited to, seat and architectural feature renovations. | CofGF | On-going | Capital Improvement |

| | | | |
|--|-------|----------|---------------------|
| d. Identify and complete rehabilitation projects within the Convention Center including, but not limited to, upgrading lighting and architectural feature renovations. | CofGF | On-going | Capital Improvement |
|--|-------|----------|---------------------|

2. Minor revisions to make the Plan more current and correct errors. Throughout the current plan, there are references to out of date documents and goals. With the proposed amendment, the following revisions were made to make the Plan more current.

- Reference the 2013 Growth Policy update to replace the reference to the 2005 Plan (pg. 1 and 14)
- Insert correct Resolution number adopting the original Plan (pg. 5)
- Update information regarding the Downtown circulation study – completed in 2013 after the Urban Renewal Plan (pg. 5)
- Update the title of the document to read “Amended and Restated Downtown Urban Renewal Plan”

Fiscal Impact:

While there is no direct fiscal impact with the adoption of the Amended and Restated Downtown Urban Renewal Plan, the amendment will provide a critical opportunity to utilize Downtown Tax Increment Financing bonding capability for the Civic Center restoration project.

Alternatives:

The City Commission could choose to deny Resolution 10367, and not set the public hearing for Ordinance 3222. This would prevent the application from being considered through a public hearing process. For such a decision, the Commission should examine the analysis above and provide an alternative approach.

Concurrences:

The Planning and Community Development Department has coordinated with the Finance Department, City Manager’s Office, as well as the City’s outside legal counsel from Dorsey & Whitney LLP throughout the process. Staff presented the amendment proposal to the Downtown Development Partnership on August 26, 2020.

On August 11, 2020, the Planning Advisory Board conducted a meeting and affirmed to the City Commission that the proposed amendment to the Great Falls Downtown Urban Renewal Plan is in conformance with the 2013 Growth Policy.

Attachments/Exhibits:

- Resolution 10367
- Ordinance 3222
- 2020 Amended and Restated Downtown Urban Renewal Plan (Strikethrough)
- 2020 Amended and Restated Downtown Urban Renewal Plan (Clean Copy)
- Downtown Urban Renewal/TIF District Map

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Great Falls, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. 10367, entitled: "RESOLUTION OF INTENTION TO AMEND AND RESTATE THE DOWNTOWN URBAN RENEWAL PLAN FOR THE DOWNTOWN URBAN RENEWAL DISTRICT AND TO APPROVE THE CIVIC CENTER PROJECT AS AN URBAN RENEWAL PROJECT; AND CALLING FOR A PUBLIC HEARING THEREON" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City of Great Falls at a regular meeting on September 1, 2020 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 1st day of September, 2020.

(SEAL)

City Clerk

RESOLUTION 10367

RESOLUTION OF INTENTION TO AMEND AND RESTATE
THE DOWNTOWN URBAN RENEWAL PLAN FOR THE
DOWNTOWN URBAN RENEWAL DISTRICT AND TO
APPROVE THE CIVIC CENTER PROJECT AS AN URBAN
RENEWAL PROJECT; AND CALLING FOR A PUBLIC
HEARING THEREON

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. Pursuant to Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the “Act”), and Ordinance 3088, adopted by the Commission on May 15, 2012 (the “Ordinance”), the City has created the Downtown Urban Renewal District (the “District”) as an urban renewal area and approved the Downtown Urban Renewal Plan (the “Plan”) as an urban renewal plan for the District. The Plan provides for the segregation and collection of tax increment revenues with respect to the District in accordance with the provisions of the Act.

1.02. The City proposes to amend and restate the Plan in the form attached as Exhibit A hereto (the “Amended Plan”). The Amended Plan designates certain rehabilitation projects with respect to the City’s Civic Center, including the Convention Center and the Mansfield Center for the Performing Arts as urban renewal projects for the District, including renovation of the exterior façade; rehabilitation and restoration of landscaping and exterior asphalt; preservation and renovation of the Mansfield Center for the Performing Arts, including seating and architectural features; and rehabilitation and renovation of the Civic Center, including architectural features and upgraded lighting (collectively, the “Civic Center Project”). The Amended Plan also includes updated references to the City’s 2013 Growth Policy and the City’s 2013 Downtown Access, Circulation and Streetscape Plan as guidance for the urban renewal and revitalization efforts within the District.

1.03. The City’s Directors of Finance and Planning and Community Development (the “City Staff”) have jointly reviewed and evaluated the Amended Plan and made a report and recommendation (the “City Staff Report”) that the Amended Plan be approved, that the Civic Center Project be designated as an urban renewal project for the District and that tax increment revenues of the District be used to finance costs of the Civic Center Project.

1.04. On August 11, 2020, the City Planning Board (the “Planning Board”) received, reviewed and considered the City Staff Report and has made recommendation to the Commission to the effect that the Amended Plan conforms to the City’s Growth Policy adopted in accordance with Title 76, Chapter 1, that the Amended Plan be approved, that the Civic Center Project should be designated as an urban renewal project for the District and that tax increment revenues of the District be used to finance costs of the Civic Center Project.

1.05. The Act provides that a municipality may amend an urban renewal plan by ordinance pursuant to the procedures set forth in Sections 7-15-4212 through 7-15-4219 of the

Act. Prior to the approval of an urban renewal project, the Commission is required to conduct a public hearing and make certain findings set forth in the Act.

Section 2. Preliminary Findings. Based on the foregoing representations and subject to the public hearing called for herein, the Commission hereby finds as follows:

- (a) no persons will be displaced from their housing by the Civic Center Project;
- (b) the Amended Plan, including the Civic Center Project, conforms to the City's Growth Policy adopted in accordance with Title 76, Chapter 1;
- (c) the Amended Plan, including the Civic Center Project, will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the District by private enterprise; and
- (d) a sound and adequate financial program exists for the financing of the costs of the Civic Center Project using tax increment revenue of the District.

Section 3. Amendment of the Plan. If the Civic Center Project is approved as an urban renewal project, the City intends to issue tax increment revenue bonds in an aggregate principal amount sufficient to pay for the Civic Center Project, to fund a debt service reserve account, if applicable, and to pay costs of the issuance and sale of the bonds. The bonds would be payable solely from tax increment of the District. The payment terms of any such bonds (including principal amount, interest rates and maturity schedule) shall take into account the tax increment revenue of the District expected to be received by the City and available to pay debt service, and shall be set forth in a subsequent bond resolution to be presented to the Commission for approval.

Section 4. Conditional Approval. The findings and representations in this Resolution are preliminary and subject to testimony presented at the public hearing. In adopting the Resolution and making the preliminary findings contained herein, the City in no way assumes any liability or responsibility for the construction and financing of the Civic Center Project.

Section 5. Public Hearing. A public hearing is hereby called and shall be held on October 6, 2020 at 7:00 p.m. in the Commission Chambers at 2 Park Drive South, Great Falls, Montana regarding the Amended Plan, including the designation of the Civic Center Project as an urban renewal project and the use of tax increment revenues of the District to finance costs of the Civic Center Project.

Section 6. Notice. Notice of the public hearing shall be published in the *Great Falls Tribune* on September 27 and October 4, 2020, in substantially the form attached as Exhibit B hereto (which is incorporated by reference and made a part hereof).

Section 7. Reading of Ordinance. The first reading of the Ordinance substantially in the form attached as Exhibit C hereto (the "Ordinance") shall occur at the Commission's regular meeting on September 1, 2020 and the second reading of the Ordinance shall occur at the Commission's regular meeting on October 6, 2020, and it is the Commission's intention that the

Ordinance will be voted upon at the conclusion of the second reading.

Passed and adopted by the City Commission of the City of Great Falls, Montana, on this 1st day of September, 2020.

Bob Kelly, Mayor

Attest:

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

EXHIBIT A
AMENDED PLAN

EXHIBIT B

NOTICE OF PUBLIC HEARING ON
AMENDMENT AND RESTATEMENT OF
CITY OF GREAT FALLS
DOWNTOWN URBAN RENEWAL PLAN AND
APPROVAL OF THE CIVIC CENTER PROJECT
AS AN URBAN RENEWAL PROJECT

NOTICE IS HEREBY GIVEN that Ordinance 3222 titled “Ordinance Approving the Amended and Restated Urban Renewal Plan for the Downtown Urban Renewal District and Approving the Civic Center Project as an Urban Renewal Project” will be brought before the Great Falls City Commission for a public hearing on October 6, 2020 at 7:00 p.m. in the Commission Chambers Room 206, Civic Center Building, 2 Park Drive South, Great Falls, Montana. Any interested person may appear and speak for or against said Ordinance 3222 or submit in writing any comments to the City Clerk prior to or during the Commission Meeting. Documents pertaining to this agenda item are posted on the City’s website at <https://greatfallsmt.net> under “Meetings,” and are on file for public inspection during regular office hours at the City Clerk’s Office, 2 Park Drive South, Room 204, Great Falls, MT, or contact us at (406) 455-8451.

The Amended Plan will designate certain rehabilitation projects with respect to the City’s Convention Center and the Mansfield Center for the Performing Arts (collectively, the “Civic Center”) as urban renewal projects for the District, including renovation of the exterior façade; rehabilitation and restoration of landscaping and exterior asphalt; preservation and renovation of the Mansfield Center for the Performing Arts, including seating and architectural features; and rehabilitation and renovation of the Civic Center, including architectural features and upgraded lighting (collectively, the “Civic Center Project”). The Commission has preliminarily determined that tax increment revenues of the District may be used to finance costs of the Civic Center Project. The Amended Plan also includes updated references to the City’s 2013 Growth Policy and the City’s 2013 Downtown Access, Circulation and Streetscape Plan as guidance for the urban renewal and revitalization efforts within the District.

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

- Attend in person. Refrain from attending in person if you are not feeling well. The City will require social distancing at the meeting, and may limit the number of persons in the Commission Chambers according to applicable health guidelines.
- Provide public comments via email. Comments may be sent via email before 12:00 PM on Tuesday, October 6, 2020, to: commission@greatfallsmt.net. Include the agenda item or agenda item number in the subject line, and include the name and either the 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-in. The public may call in during specific public comment periods at 406-761-4786. All callers will be in a queued system and are asked to remain on hold and be patient. Calls will be taken in the order in which they are received. Callers will be restricted to customary time limits. We ask for your patience in the event there are technical difficulties.

/s/ Lisa Kunz, City Clerk

Publication Dates: September 27, 2020
 October 4, 2020

EXHIBIT C

ORDINANCE

CERTIFICATE AS TO ORDINANCE AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Great Falls, Montana (the "City"), hereby certify that the attached ordinance is a true copy of an ordinance entitled: "ORDINANCE APPROVING THE AMENDED AND RESTATED URBAN RENEWAL PLAN FOR THE DOWNTOWN URBAN RENEWAL DISTRICT AND APPROVING THE CIVIC CENTER PROJECT AS AN URBAN RENEWAL PROJECT" (the "Ordinance"), on file in the original records of the City in my legal custody; that the Ordinance was duly presented for first reading by the City Commission of the City at a regular meeting on September 1, 2020, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Ordinance has not as of the date hereof been amended or repealed.

WITNESS my hand and seal officially this 1st day of September, 2020.

(SEAL)

Lisa Kunz, City Clerk

I further certify that the Ordinance was duly adopted on second reading by the City Commission of the City at a regular meeting on October 6, 2020, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Ordinance has not as of the date hereof been amended or repealed.

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

WITNESS my hand and seal officially this 6th day of October, 2020.

(SEAL)

Lisa Kunz, City Clerk

ORDINANCE 3222

ORDINANCE APPROVING THE AMENDED AND RESTATED
URBAN RENEWAL PLAN FOR THE DOWNTOWN URBAN
RENEWAL DISTRICT AND APPROVING THE CIVIC CENTER
PROJECT AS AN URBAN RENEWAL PROJECT

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

Section 1. Recitals.

1.01. Pursuant to Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the “Act”), and Ordinance 3088, adopted by the Commission on May 15, 2012 (the “Ordinance”), the City has created the Downtown Urban Renewal District (the “District”) as an urban renewal area and approved the Downtown Urban Renewal Plan (the “Plan”) as an urban renewal plan for the District. The Plan provides for the segregation and collection of tax increment revenues with respect to the District in accordance with the provisions of the Act.

1.02. The Act provides that a municipality may amend an urban renewal plan by ordinance pursuant to the procedures set forth in Sections 7-15-4212 through 7-15-4219 of the Act. On September 1, 2020, the Commission declared its intention to amend and restate the Plan in the form attached hereto (the “Amended Plan”). The Amended Plan designates certain rehabilitation projects with respect to the City’s Civic Center, including the Convention Center and the Mansfield Center for the Performing Arts as urban renewal projects for the District, including renovation of the exterior façade; rehabilitation and restoration of landscaping and exterior asphalt; preservation and renovation of the Mansfield Center for the Performing Arts, including seating and architectural features; and rehabilitation and renovation of the Civic Center, including architectural features and upgraded lighting (collectively, the “Civic Center Project”). The Amended Plan also includes updated references to the City’s 2013 Growth Policy and the City’s 2013 Downtown Access, Circulation and Streetscape Plan as guidance for the urban renewal and revitalization efforts within the District.

Section 2. Findings. The Commission hereby finds as follows:

- (a) no persons will be displaced from their housing by the Civic Center Project;
- (b) the Amended Plan, including the Civic Center Project, conforms to the City’s Growth Policy adopted in accordance with Title 76, Chapter 1;
- (c) the Amended Plan, including the Civic Center Project, will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the District by private enterprise; and
- (d) a sound and adequate financial program exists for the financing of the costs of the Civic Center Project using tax increment revenue of the District.

Section 3. Modification of Plan. This Commission hereby approves, ratifies and confirms the Amended Plan, including the designation of the Civic Center Project as an urban renewal project for the District as set forth therein. All actions of this Commission heretofore taken with respect to the Civic Center Project, to the extent not inconsistent herewith, are hereby ratified and confirmed.

Section 4. Modification of Civic Center Project. The Civic Center Project may be modified by the Commission if it determines by Resolution that an adjustment to the Civic Center Project is required and in the best interest of the City.

Section 5. Effect. This Ordinance shall take effect from and after 30 days of its passage by the Commission.

Passed and adopted by the City Commission of the City of Great Falls, Montana, on this 6th day of October, 2020.

Bob Kelly, Mayor

Attest:

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

CITY OF GREAT FALLS

Amended and Restated Downtown Urban Renewal Plan



~~May 2012~~ October 2020

Introduction:

The City of Great Falls has embarked on an ambitious program to revitalize downtown Great Falls. In October 2011 the Great Falls City Commission unanimously adopted the Downtown Master Plan (DMP). ~~as an attachment to the 2005 City of Great Falls Growth Policy.~~ Referenced throughout the 2013 Growth Policy Update, the DMP ~~now~~ serves as the guiding policy document for downtown. The DMP provides a strategically focused, goal driven “blueprint” for the future growth and development of downtown. The DMP creates a vision and outlines strategies, actions, partnerships and timeframes that will facilitate the redevelopment of a regional destination.

The 82 strategies within the DMP are each designed to capitalize on downtown’s assets and proactively address downtown’s issues. The strategies all seek to create a downtown that has a balance of amenities, housing and transportation options, goods and services and cultural, entertainment and educational opportunities.

The DMP recommends the creation of an Urban Renewal District that utilizes Tax Increment Financing (TIF) to fund public improvements recommended in the DMP in an effort to revitalize Downtown Great Falls. The proposed Downtown Urban Renewal District (DURP) will be the third urban renewal district established in the City of Great Falls. The Central Place Revitalization Urban Renewal Program, established in 1977, has since expired while the West Bank Urban Renewal District, established in 2006 is currently operational.

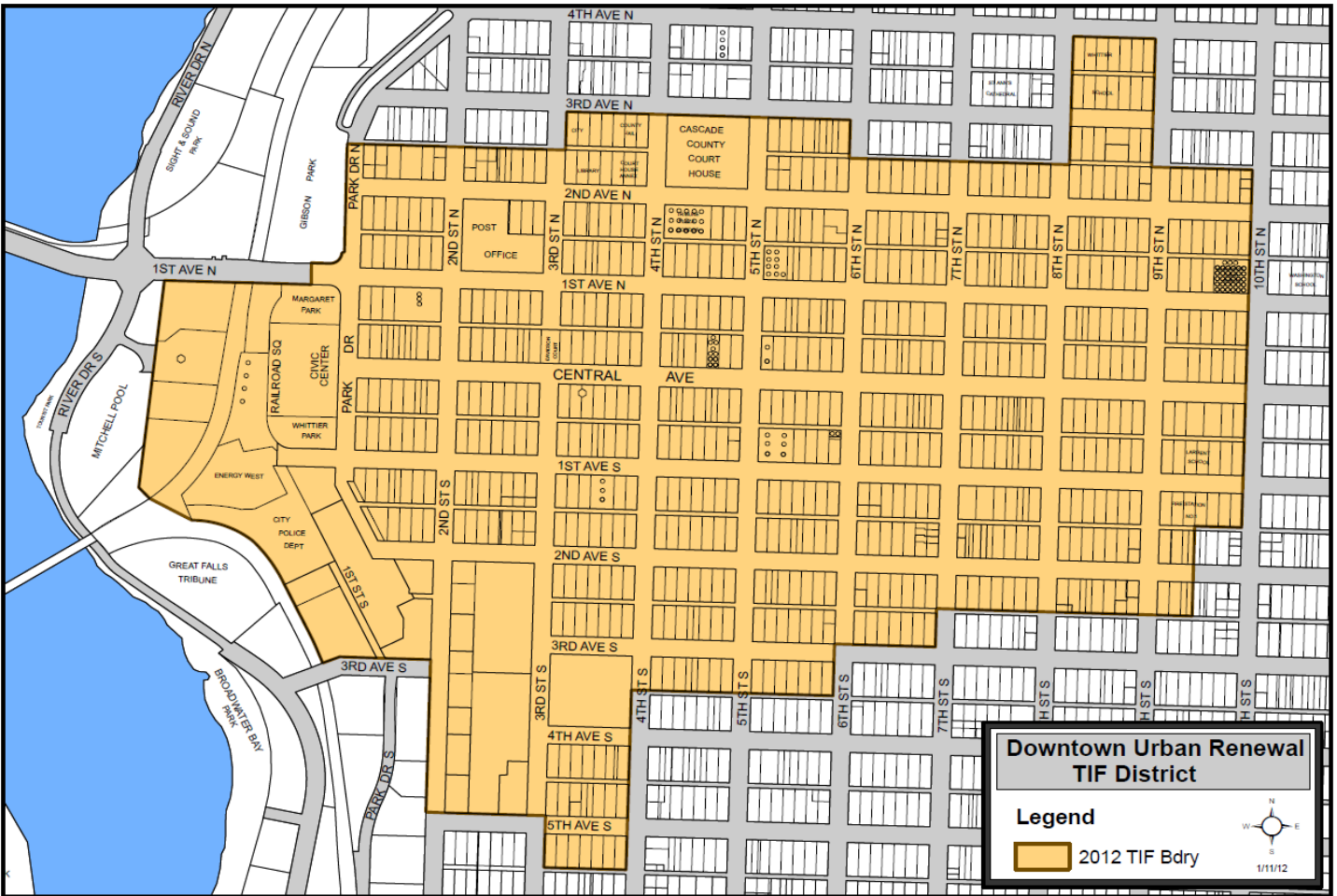
The Downtown Urban Renewal District and TIF funds generated through the improvements to property in the district are anticipated to be the primary funding sources to implement the recommendations of the DMP. Previous urban renewal districts in the City have been successful in redevelopment and revitalization efforts. It is the hope of the City of Great Falls and the Downtown stakeholders that this urban renewal district will yield the same positive results.

Amended and Restated Downtown Urban Renewal District Plan

Legal Description of the District:

Beginning at a point that is the southeast corner of Lot 1, Block 11, of the Broadwater Bay Business Park; thence south across 3rd Ave So to the northeast corner of Lot 6, Block 9, of the Broadwater Bay Business Park; thence south along the west right of way line of 2nd St So to a point that is directly west of the southwest corner of Lot 8, of the Amended Plat of Block 453, of the Great Falls Original Townsite (GFOT); Thence east across 2nd St So to the southwest corner of Lot 8, of the Amended Plat of Block 453, of the GFOT; thence east to the southwest corner of Lot 14, Block 452, of the GFOT; thence south to the southwest corner of Lot 1, Block 455, of the GFOT; thence east to the southeast corner of Lot 7, Block 455; of the GFOT; thence north along the west right of line of 4th St S to a point directly west from the southwest corner of Lot 1, Block 420, of the GFOT; thence east across 4th St So to the southwest corner of Lot 1, Block 420, of the GFOT; thence east to the southeast corner of Lot 7, Block 421, of the GFOT; thence north to the southeast corner of Lot 8, Block 413, of the GFOT; thence east across 6th St So to the southwest corner of Lot 14, Block 412, of the GFOT; thence east to the southeast corner of Lot 8, Block 412, of the GFOT; thence north to the southeast corner of Lot 7, Block 412, of the GFOT; thence east to the southwest corner of Lot 1, Block 411, of the GFOT; thence east to the southeast corner of Lot 3, Block 409, of the GFOT; thence north to the southeast corner of Lot 3, Block 376, of the GFOT; thence east to the southeast corner of Lot 7, Block 376, of the GFOT; thence north along the west right of way line of 10th St N to the northeast corner of Lot 8, Block 258, of the GFOT; thence west to the northeast corner of Lot 8, Block 257, of the GFOT; thence north to the northeast corner of Lot 7, Block 242, of the GFOT; thence west to the northwest corner of Lot 1, Blk 242, of the GFOT; thence south to the northwest corner of Lot 14, Blk 257, of the GFOT; thence west to the northeast corner of Lot 8, Blk 254, of the GFOT; thence north to the northeast corner of Lot 7, Blk 254, of the GFOT: thence west to the northwest corner of Lot 1, Blk 252, of the GFOT; thence south to the northwest corner of Lot 14, Blk 252, of the GFOT; thence west to the northwest corner of Lot 13, Blk 250, of the GFOT; thence continuing west to a point that is located on the west right of way of Park Dr N; thence south along the west right of way of Park Dr N to the corner of Park Dr N and 1st Ave N; thence around a curve to the left to a point of tangent thence continuing west eighty feet along the north right of way of 1st Ave N; thence south on a perpendicular line to the south right of way line of 1st Ave N; thence west along the south right of way line of 1st Ave N to the northwest corner of Lot 5, Blk 13, of the Broadwater Bay Business Park Addition (BBBP); thence southwesterly to the southwest corner of Lot 2, Blk 13, of the BBBP; thence southeasterly to the southeast corner of Lot 2, Blk 13, of the BBBP; thence continuing southeasterly to a point that is the intersection of the north railroad right of way line and the westerly boundary of Mark 22A (City of Great Falls Police Department); thence southeasterly along a curve to the right also being the north railroad right of way line to the southwest corner of Lot 1, Blk 12, of the BBBP; thence easterly along the north right of way line of 3rd Ave S to the point of beginning.

District Boundary



Amended and Restated Downtown Urban Renewal District Plan

Determination of Blight:

To establish an Urban Renewal District in Montana, it must be found that conditions of blight are present in the area. Section 7-15-4206 (2) MCA defines blight as “an area that is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, that substantially impairs or arrests the sound growth of the city or its environs, that retards the provision of housing accommodations, or that constitutes an economic or social liability or is detrimental or constitutes a menace to the public health, safety, welfare, and morals in its present condition and use, by reason of:

- the substantial physical dilapidation, deterioration, age obsolescence, or defective construction, material, and arrangement of buildings or improvements, whether residential or nonresidential;
- inadequate provision for ventilation, light, proper sanitary facilities, or open spaces as determined by competent appraisers on the basis of an examination of the building standards of the municipality;
- inappropriate or mixed uses of land or buildings;
- high density of population and overcrowding;
- defective or inadequate street layout;
- faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- excessive land coverage;
- unsanitary or unsafe conditions;
- deterioration of site;
- diversity of ownership;
- tax or special assessment delinquency exceeding the fair value of the land;
- defective or unusual conditions of title;
- improper subdivision or obsolete platting;
- the existence of conditions that endanger life or property by fire or other causes; or
- any combination of the factors listed in this subsection (2).



With the adoption of ~~Ordinance XXXX-Resolution 9961~~, the Great Falls City Commission found that the following conditions of blight are present in the District:

The substantial physical dilapidation, deterioration, age obsolescence, or defective construction, material, and arrangement of buildings or improvements, whether residential or nonresidential.

Vacancy, underutilization and a lack of maintenance has led to the substantial physical dilapidation and deterioration of a number of buildings within the district. Not only does this affect the aesthetic character of these buildings, and the district it also produces conditions that are unsafe, unsanitary and not conducive to economic development.



Inappropriate or mixed uses of land or buildings.

A large amount of land within the District is currently used as surface parking for automobiles. While a certain amount of parking is necessary to support other uses within the District, surface parking lots are an inefficient use of land in the City's commercial core. This land could potentially be redeveloped as commercial, office, residential or mixed use activities that would improve the vitality of the downtown and increase the taxable value of the District.



The heavy industrial nature of the southwest area of the District is incompatible with the adjacent commercial and retail and residential uses of the area. This area has the potential to be redeveloped in a mixed-use or transitional fashion to provide a key entry corridor into the District.

Defective or inadequate street layout.

Three one-way couplets currently traverse through the district. ~~Although a complete, formal analysis of the impact of the one-way couplets is planned for the spring and summer of 2012;~~ Multiple studies and analyses conducted across the U.S. indicate that downtown access and circulation, customer parking and property values increase when downtown one-ways are restored to two-way streets. ~~The City of Great Falls conducted and completed a study in April 2013, which resulted in the Downtown Access, Circulation, and Streetscape Plan. Although it was never adopted, the study is used as a resource and guide for city staff.~~

A primary intersection within the district - Park Drive and 1st Avenue N - is unsafe and difficult to navigate for pedestrians. Additionally, the configuration of the intersection produces inefficient conditions for automobiles, especially those making turns at high volume portions of the day.

Amended and Restated Downtown Urban Renewal District Plan

Deterioration of site.

Vacant, underutilized or unmaintained buildings and parcels concentrated within specific areas of the district have created pockets of site deterioration throughout the district. The deterioration of sites has often led private investment and development to move to outlying areas of the City and has also slowed redevelopment and infill efforts downtown. If site deterioration is not addressed, the exodus of commercial and residential development will continue and ultimately lead to further deterioration.

The existence of conditions that endanger life or property by fire or other causes.

A number of buildings in the district are in conditions that could potentially endanger life of property. Multiple factors have contributed to these conditions including fire damage, the use of hazardous construction materials, negligence on behalf of a property owner and extended vacancy among others. Buildings that have reached this condition are often the target of graffiti and other forms of vandalism, leading to further deterioration in the district.

Urban Renewal Plan

The DMP will guide the urban renewal and revitalization efforts within the district. The overall vision of the DMP and the goals, objectives and strategies of the Plan provide a comprehensive framework for the redevelopment of the downtown core. The following table displays the 82 strategies of the DMP and additional project priorities, with associated timelines, categories and partner organizations.



| Strategy | Partners | Timeframe | Category |
|--|--------------------------------------|-----------|----------------------|
| 1. CONNECTED: | | | |
| 1. Improve pedestrian connectivity and safety Downtown. | | | |
| a. Ensure streetscape improvements are designed to enhance pedestrian safety and pleasure by providing sufficient space for pedestrian needs and uses. | CofGF (P&CD, PW) | Short | Regulatory Framework |
| b. Develop public/private partnerships to ensure Downtown is safe, clean and accessible for all users. | CofGF, DAA (Safety team) | Immediate | Program |
| c. Identify, prioritize and correct accessibility barriers to sidewalks, curbs, pedestrian signals and other pedestrian facilities. | CofGF (P&CD, PW) Accessibility group | Short | Program |
| 2. Develop a comprehensive Downtown bicycle network to connect into a city-wide system. | | | |
| a. Prepare a complete streets policy to guide roadway construction and rehabilitation. | CofGF, GFGF, GFBC | Immediate | Regulatory Framework |
| b. Update the bikeway chapter of the Long Range Transportation Plan, including prioritization of improvements and routes for implementation. | CofGF (P&CD, P&R), GFBC, RTI, TWG | Short | Regulatory Framework |
| c. Improve and expand bicycle connections to the River's Edge Trail through signage and routes. | CofGF (P&CD, P&R), GFBC, RTI, TWG | Short | Capital Improvement |
| d. Ensure that bike routes link and connect neighborhoods, employment centers, amenities and destinations. | CofGF (P&CD), GFBC, RTI | Short | Regulatory Framework |
| e. Develop public education and marketing programs to maximize the use of the bicycle network. | RTI, GFBC | Short | Program |
| 3. Reduce or eliminate Downtown one-ways. | | | |
| a. Conduct a one-way conversion plan to help facilitate an environment that is pedestrian and retail friendly, improves local circulation, and increase access to Downtown businesses. | CofGF (P&CD, PW), MDT | Medium | Program |
| b. Effectively communicate the costs and benefits of one-way conversions to all stakeholders. | CofGF, DAA (BID, DGFA) | Medium | Program |
| c. Develop roadway and streetscape design standards to further the intended benefits of one-way conversions for all users. | CofGF | Medium | Regulatory Framework |
| 4. Improve connectivity to the Missouri River, River's Edge Trail, and Gibson Park for bicycles and pedestrians. | | | |
| a. Improve the attractiveness and enhance the visibility of railroad crossings and underpass tunnels that connect Downtown to the Missouri River, River's Edge Trail and Gibson Park. | CofGF (P&CD, PW, P&R), RTI | Medium | Capital Improvement |
| b. Identify locations and develop design options to develop an additional separated grade bike and pedestrian crossing of railroad tracks. | CofGF (P&CD, PW, P&R), RTI | Long | Capital Improvement |
| c. Utilize signage, pathways and striping to provide pedestrians and bicyclists with safe and efficient connections between Downtown and the surrounding neighborhoods. | CofGF (P&CD, PW), RTI, TWG | Short | Capital Improvement |
| 5. Develop a comprehensive Downtown wayfinding system. | | | |
| a. Develop a comprehensive wayfinding program. | CofGF, DAA (GFDA), Private Business | Short | Capital Improvement |

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| | | | |
|---|---|--------|----------------------|
| b. Supplement proposed wayfinding program with printed maps and brochures, digital and audio tours and websites and apps to guide visitors throughout Downtown. | CofGF (P&CD), HPAC, CVB, TBID | Medium | Program |
| c. Incorporate a series of named or themed pathways that connect Downtown amenities and destinations. | CofGF (P&CD), HPAC, CVB, TBID | Long | Capital Improvement |
| 6. Optimize Downtown parking for all stakeholders. | | | |
| a. Conduct a comprehensive parking study to guide Downtown parking program. | CofGF (P&CD) | Short | Regulatory Framework |
| b. Improve bicycle parking facilities Downtown. | CofGF (P&CD, PW), GFBC, BID, private business | Short | Capital Improvement |
| 7. Expand the use of public transit Downtown. | | | |
| a. Promote the use of transit for Downtown specific events. | GFTD, DGFA | Short | Program |
| b. Encourage expanded partnership between the Great Falls Transit District and Great Falls Public Schools to promote transit usage to reach Downtown events and activities. | GFTD, GFPS, DAA (DGFA) | Short | Program |
| c. Encourage Downtown businesses to work with the Great Falls Transit District to provide subsidized bus passes for employees as an alternative to Downtown parking. | DGFA, BID, GFTD, Private Business | Short | Program |

DESTINATION:

1. Market Downtown's entertainment, culture, shopping and dining.

| | | | |
|--|-----------------------------|-----------|---------|
| a. Continue to actively cross-promote and package Downtown's entertainment, culture, shopping and dining facilities with Downtown events. | MT, MEC, DGFA | On-going | Program |
| b. Work with various groups and organizations including the Convention and Visitors Bureau, Tourism BID, Montana Expo Park and Airport Authority to promote Downtown as a tourism and convention destination to the region and Canada. | DAA (CVB, TBID), MTEP, GFIA | Short | Program |
| c. Develop a comprehensive and coordinated Downtown marketing campaign utilizing print, radio, television and social media. | DAA (all), TA | Immediate | Program |

2. Promote a broad range of family friendly entertainment and recreational opportunities and activities Downtown.

| | | | |
|---|--------------------------------------|-------|---------|
| a. Review existing Downtown events and add free or low cost activities that engage a variety of age groups including: families, teens, young adults and older adults. | CofGF (P&R), DGFA | Short | Program |
| b. Promote new and exciting events in Downtown's parks, pools and recreational facilities that attract families with young children. | CofGF (P&R), DGFA | Short | Program |
| c. Encourage Downtown organizations and facilities to establish programs for parents to drop children off while they utilize Downtown's shopping and amenities. | Private Business, DGFA, Museum Group | Short | Program |

3. Ensure Downtown is active and vibrant during the evenings and weekends.

| | | | |
|---|-------------------------------------|--------|---------------|
| a. Actively pursue the development of a Downtown boutique hotel to provide quality lodging and amenities for Downtown visitors. | DAA (GFDA, CofGF), Private Business | Medium | Site Specific |
| b. Develop programs and events that provide opportunities for people to remain in and visit Downtown in the evening and on the weekend. | DAA (DGFA), CofGF (P&R) | Short | Program |
| c. Actively recruit an already successful restaurant to relocate or expand into Downtown. | GFDA, BID, DGFA | Short | Program |

| | | | |
|--|-----------------------------------|-----------|---------------|
| d. Work with existing restaurant and bar/tavern owners to identify, develop and promote a Downtown Dining District. | DGFA, TA, DAA (all) | Medium | Program |
| e. Market Downtown's amenities and activities to current employers and employees to encourage the workforce to stay Downtown after business hours. | DAA (DGFA), TA, Restaurant owners | Immediate | Program |
| f. Create a year-round public market / food and arts incubator that would cater to residents, employees and visitors. | GFDA, DGFA, CofGF | Medium | Site Specific |

4. Increase the utilization of the Convention Center and Mansfield Center for the Performing Arts (Mansfield).

| | | | |
|--|-----------------|-----------|---------|
| a. Develop public/private partnerships to package the facilities at the Civic Center and Mansfield with catering and dining services and lodging facilities to enhance the attractiveness of Downtown as a convention destination. | CVB, TBID, MCPA | Medium | Program |
| b. Enhance partnerships with entertainment promoters to utilize the Mansfield as a concert venue. | MCPA | Short | Program |
| c. Educate potential users of the Civic Center and Mansfield about the opportunities available at the facility, policies and prices. | MCPA | Immediate | Program |

FLOURISHING:

1. Identify and support an organization to lead and champion Downtown revitalization.

| | | | |
|--|------------------------------------|-----------|----------------------|
| a. Establish a formal Downtown Development Agency within the City of Great Falls, in partnership with public and private entities, to foster new development and redevelopment Downtown and implement the goals, objectives and strategies identified in the Plan. | CofGF, DAA (all), Private Business | Immediate | Regulatory Framework |
| b. Establish a Downtown TIF and associated Urban Renewal Plan district to fund Downtown projects, improvements and organizational management. | CofGF, GFPS, CC | Immediate | Regulatory Framework |
| c. Update zoning and land use regulations to support recommendations of the Plan. | CofGF (P&CD) | Short | Regulatory Framework |

2. Improve the public realm to provide a safe, attractive and welcoming environment.

| | | | |
|---|-------------------------|-------|----------------------|
| a. Encourage a partnership between Downtown organizations and stakeholders and the City Police Department to ensure a clean and safe environment. | DAA (W&S), GFDP | Short | Program |
| b. Establish a volunteer based Downtown clean-up day and/or program. | DAA (W&S) | Short | Program |
| c. Increase street level vitality by encouraging the active use of ground floor space in the Downtown core. | CofGF (P&CD), BID, DGFA | Short | Regulatory Framework |

3. Identify and attract high paying employers and jobs to Downtown.

| | | | |
|---|-------------|-----------|---------|
| a. Develop a comprehensive Downtown business retention and development plan that focuses on successful and emerging business clusters Downtown. | GFDA, CofGF | Short | Program |
| b. Utilize GFDA's business attraction and retention resources to leverage Downtown business investment. | GFDA | Immediate | Program |

4. Support existing and attract new commercial and retail business Downtown.

| | | | |
|---|-----------------|-------|---------|
| a. Establish a mentor program to pair new entrepreneurs with successful Downtown business owners. | DGFA, BID, GFDA | Short | Program |
| b. Utilize national research and trends to identify and attract "Downtown friendly" retailers. | GFDA, BID, NW | Short | Program |

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| | | | |
|--|--------------------------------|-----------|----------------------|
| c. Conduct a Downtown market analysis to guide commercial and retail development. | GFDA, BID, DGFA | Medium | Program |
| d. Provide existing business owners with market research and technical and financial assistance. | CofGF, GFDA, DGFA, BID | Medium | Program |
| e. Conduct a Downtown business and building inventory to establish and maintain an accurate database of what is currently located Downtown and what opportunities exist for business expansion, attraction and relocation. | CofGF (P&CD), BID, DGFA | Immediate | Program |
| 5. Attract a diverse mix of visual and performing artists to live and work Downtown. | | | |
| a. Revive and support the Great Falls Arts Council to develop and promote arts programs, events and education. | CofGF, DAA (all) | Short | Regulatory Framework |
| b. Encourage the development of lofts, studios and live/work spaces in vacant or underutilized buildings to attract artists to Downtown and increase arts and culture activity. | CofGF (P&CD), DAA (GFCC, GFDA) | Medium | Program |
| c. Develop a roster of visual and performing artists and craftsperson's living in and around Great Falls to utilize for Downtown programs and events. | DGFA | Short | Program |
| d. Capitalize on the success of Western Art Week by drawing visitors to Downtown galleries, shops and restaurants. | DAA (GFCC) | Immediate | Program |
| e. Continue to promote Downtown art galleries and artists through events such as the First Friday Art Walk. | DAA (DGFA) | Immediate | Program |

LIVING:

| | | | |
|--|-------------------------|----------|----------------------|
| 1. Promote a wide range of housing choices throughout Downtown. | | | |
| a. Ensure that the proposed City of Great Falls Downtown Development Agency is a champion of Downtown housing development. | NW, CofGF (P&CD) | Short | Regulatory Framework |
| b. Evaluate zoning and land use regulations to ensure policies allow for and encourage Downtown housing in the form of rehabilitation and preservation of existing buildings, infill development and new construction. | CofGF (P&CD) | Short | Regulatory Framework |
| c. Conduct a Downtown housing inventory to establish and maintain an accurate database of housing and property available for rent, ownership, and/or rehab. | NW, W&S, CofGF (P&CD) | Short | Program |
| 2. Ensure existing housing is safe and attractive. | | | |
| a. Actively monitor the condition of existing housing and enforce the City's Property Maintenance Code. | CofGF (P&CD), W&S | On-going | Program |
| b. Promote and utilize the City of Great Falls Housing Rehab Loan program and Neighborworks Great Falls programs to enhance existing homes and rental properties. | CofGF, NWGF | On-going | Program |
| c. Develop a volunteer based residential improvement plan to ensure Downtown neighborhoods are clean and safe. | W&S, NC | Short | Program |
| 3. Attract private investment and financing for Downtown housing. | | | |
| a. Create new and promote existing incentive programs to encourage residential development. | NW, CofGF | Short | Program |
| b. Prepare a housing market study to assist developers, lending institutions and private property owners in developing Downtown housing. | Realtors, HBA, NW, GFDA | Short | Program |
| c. Establish a clearinghouse and/or database of residential financing options and incentives. | Realtors, HBA, NW, GFDA | Short | Program |

4. Attract retailers and neighborhood services that cater to Downtown residents.

| | | | |
|--|--------------|-----------|----------------------|
| a. Survey Downtown residents and utilize national research to identify neighborhood based commercial, retail and services that are missing Downtown. | NW, NC | Immediate | Program |
| b. Encourage mixed-use development that places residents within close proximity to commercial activities. | CofGF (P&CD) | Short | Regulatory Framework |

AESTHETICS:

1. Preserve, restore, and reuse Downtown’s historic buildings and sites.

| | | | |
|--|-----------------|-----------|---------|
| a. Market Downtown’s historical resources to facilitate improvements and restoration of properties through tax incentives and preservation grants. | CofGF, HPAC | Immediate | Program |
| b. Educate current property owners and developers of the funding programs available to make improvements to the Downtown buildings. | HPAC, DAA (BID) | Immediate | Program |
| c. Establish a technical assistance and incentive program to encourage the adaptive re-use, rehabilitation and preservation of historic buildings and sites. | CofGF, HPAC | On-going | Program |

2. Increase the number and diversity of public spaces Downtown.

| | | | |
|--|------------------------------------|--------|----------------------|
| a. Actively pursue the development of an indoor/outdoor community gathering space to host activities and events and attract residents, employees and visitors throughout the year. | CofGF, Private Business | Short | Site Specific |
| b. Encourage diversity in the form and function of Downtown parks, plazas and gathering spaces. | CofGF (P&CD, P&R) | Medium | Regulatory Framework |
| c. Explore the feasibility of developing rooftop green spaces. | CofGF (P&CD, PW), Private business | Medium | Regulatory Framework |

3. Promote quality design and construction in Downtown’s built environment.

| | | | |
|--|------------------|-------|----------------------|
| a. Develop design guidelines to enhance the character of Downtown through the quality design and construction of Downtown’s built environment. | CofGF, DAA (all) | Short | Regulatory Framework |
| b. Evaluate the function, authority and scope of the City’s Design Review Board to ensure aesthetic goals of the Plan are achieved. | CofGF | Short | Regulatory Framework |

4. Create attractive gateway design features that welcome residents and visitors to downtown.

| | | | |
|---|-------------------------|-------|----------------------|
| a. Identify priority entrances into Downtown to construct gateway design features. | CofGF (P&CD, P&R), GFDA | Short | Capital Improvements |
| b. Establish a program to encourage community and/or service groups, private businesses and other stakeholders to “sponsor” the construction of gateway features. | DAA (all) | Short | Capital Improvements |

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| 5. Expand and enhance the existing downtown streetscape. | | | |
|---|-------------------------|-----------|----------------------|
| a. Develop a comprehensive Downtown streetscape plan that prioritizes future improvements and builds upon the existing streetscape. | CofGF (P&CD, PW) | Short | Regulatory Framework |
| b. Ensure streetscape improvements are implemented in coordination with the construction of gateway design features. | CofGF (P&CD) | Short | Regulatory Framework |
| c. Work with the City Forester to establish tree planting programs throughout Downtown. | DAA (BID), NC | Short | Program |
| 6. Actively pursue the preservation and rehabilitation of the Rocky Mountain Building. | | | |
| a. Identify an organization or partnership to lead restoration efforts including assisting in permitting process and requirements, identifying funding options, leading fundraising efforts and recruiting a mix of building tenants. | CofGF (P&CD), DAA (all) | On-going | Program |
| b. Encourage the current building owners to move forward with restoration improvements before weathering and damage continue to a point where rehabilitation is no longer feasible. | CofGF (P&CD), DAA (all) | On-going | Program |
| 7. Actively pursue the preservation and rehabilitation of the Civic Center. | | | |
| a. Fund and complete the Civic Center façade renovation project. | CofGF | Immediate | Capital Improvement |
| b. Identify and complete rehabilitation projects within the Civic Center property including, but not limited to, landscape and asphalt restoration. | CofGF | On-going | Capital Improvement |
| c. Determine and complete preservation projects within the Mansfield Center for the Performing Arts including, but not limited to, seat and architectural feature renovations. | CofGF | On-going | Capital Improvement |
| d. Identify and complete rehabilitation projects within the Convention Center including, but not limited to, upgrading lighting and architectural feature renovations. | CofGF | On-going | Capital Improvement |

Funding and Administration:

Tax Increment Financing (TIF) is necessary to encourage private reinvestment within the District, create employment opportunities, implement the goals set forth in this plan and increase the tax base of the District. The Downtown Urban Renewal District is hereby established as a tax increment financing urban renewal area in accordance with 7-15-4282-4292 and 4301-4324 (MCA).

For the purpose of calculating the incremental taxable value each year for the life of the district, the base taxable value shall be calculated as current base taxable value of the district as of January 1, 2012.

Administration

The District will be administered in accordance with 7-15-4232 (MCA). The Great Falls City Commission has the authority to administer and manage the District and the implementation of the DURP. Under 7-15-4232 (MCA) the City Commission may authorize a City Department to manage the program and implement the recommendation of the DURP. It is envisioned that the Commission will receive recommendations and input from the Planning and Community Development Department in partnership with the Downtown Partnership of Great Falls (the Partnership).

Planning and Community Development Staff will work with the Partnership to prepare an annual District work plan and budget, which the Partnership will submit to the City Commission for consideration and adoption. The work plan will list the activities and cost of activities for the coming fiscal years and a method of financing those activities. The Partnership will enter into an Memorandum of Understanding (MOU) or other form of agreement that outlines the roles and responsibilities of this group in relation to the District.

The Planning and Community Development Department will provide initial staffing to assist the Partnership in preparing the annual District work plan and budget, preparing and presenting annual reports to the City Commission, and coordinating the review of proposed projects and development requesting TIF funding. It is anticipated that TIF moneys will be used in the future to fund a permanent staff position.

Planning and Community Development Staff will provide to the City Commission and the public an annual program evaluation as part of the annual report.

Amended and Restated Downtown Urban Renewal District Plan

Conformity with the Growth Policy

The establishment of the Partnership and the Downtown TIF are both direct recommendations of the **Downtown Master Plan**. ~~DMP—which was adopted as an attachment to the 2005 Growth Policy.~~ Additionally, specific themes, goals and policies of the City's Growth Policy (displayed below) are supported by recommendations contained within the DURP.

- Encourage livable, walkable, visually and functionally cohesive neighborhoods that incorporate traditional design concepts (Land Use pg. 20).
- Formulate and adopt modern, flexible land development regulations in order to preserve and enhance the scale, quality, and character of existing neighborhoods (Land Use pg. 21).
- Encourage mixed land uses in new and redeveloping areas to achieve a high degree of self-containment, reduce auto dependence, and foster a strong live-work-play pattern of activity within neighborhoods (Land Use pg. 22).
- Encourage preservation of corridors of land for non-motorized transportation routes/trails and provide public investment for non-motorized transportation facilities (Land Use pg. 22).
- Review existing zoning to ensure it is consistent with neighborhood objectives, and pursue rezoning of areas where conflicts are found (Land Use pg. 23).
- Increase code enforcement activity in order to help protect neighborhoods from decay, decline and disinvestment (Land Use pg. 23).
- Allow for compatible, small-scale commercial uses that support existing neighborhoods and reduce dependence on automobile travel (Land Use pg. 24).
- Encourage public investment in parks and schools that are neighborhood focal points, consistent with the Comprehensive Park and Recreation Master Plan (Land Use pg. 25).
- Proactively direct development through public investment in infrastructure (Land Use pg. 28).

Amendment of the DURP

The DURP may be modified at any time by the City Commission as necessary to eliminate and prevent the development or spread of blight and to encourage urban rehabilitation. The process for plan amendment shall be consistent with the procedures outlined in 7-15-4212 - 4219 (MCA).

Conclusion:

The City of Great Falls Downtown Master Plan recommends the establishment of an Urban Renewal District that utilizes TIF funding to revitalize and rehab downtown. The Plan provides an ambitious yet obtainable framework of goals, objectives and strategies that are intended to transition this area from its current condition to a vibrant and thriving destination. The Downtown Urban Renewal District has tremendous potential to re-emerge as the commercial, cultural and entertainment center of Great Falls.

Amended and Restated Downtown Urban Renewal District Plan



CITY OF GREAT FALLS

Amended and Restated Downtown Urban Renewal Plan



October 2020

Introduction:

The City of Great Falls has embarked on an ambitious program to revitalize downtown Great Falls. In October 2011 the Great Falls City Commission unanimously adopted the Downtown Master Plan (DMP). Referenced throughout the 2013 Growth Policy Update, the DMP serves as the guiding policy document for downtown. The DMP provides a strategically focused, goal driven “blueprint” for the future growth and development of downtown. The DMP creates a vision and outlines strategies, actions, partnerships and timeframes that will facilitate the re-development of a regional destination.

The 82 strategies within the DMP are each designed to capitalize on downtown’s assets and proactively address downtown’s issues. The strategies all seek to create a downtown that has a balance of amenities, housing and transportation options, goods and services and cultural, entertainment and educational opportunities.

The DMP recommends the creation of an Urban Renewal District that utilizes Tax Increment Financing (TIF) to fund public improvements recommended in the DMP in an effort to revitalize Downtown Great Falls. The proposed Downtown Urban Renewal District (DURP) will be the third urban renewal district established in the City of Great Falls. The Central Place Revitalization Urban Renewal Program, established in 1977, has since expired while the West Bank Urban Renewal District, established in 2006 is currently operational.

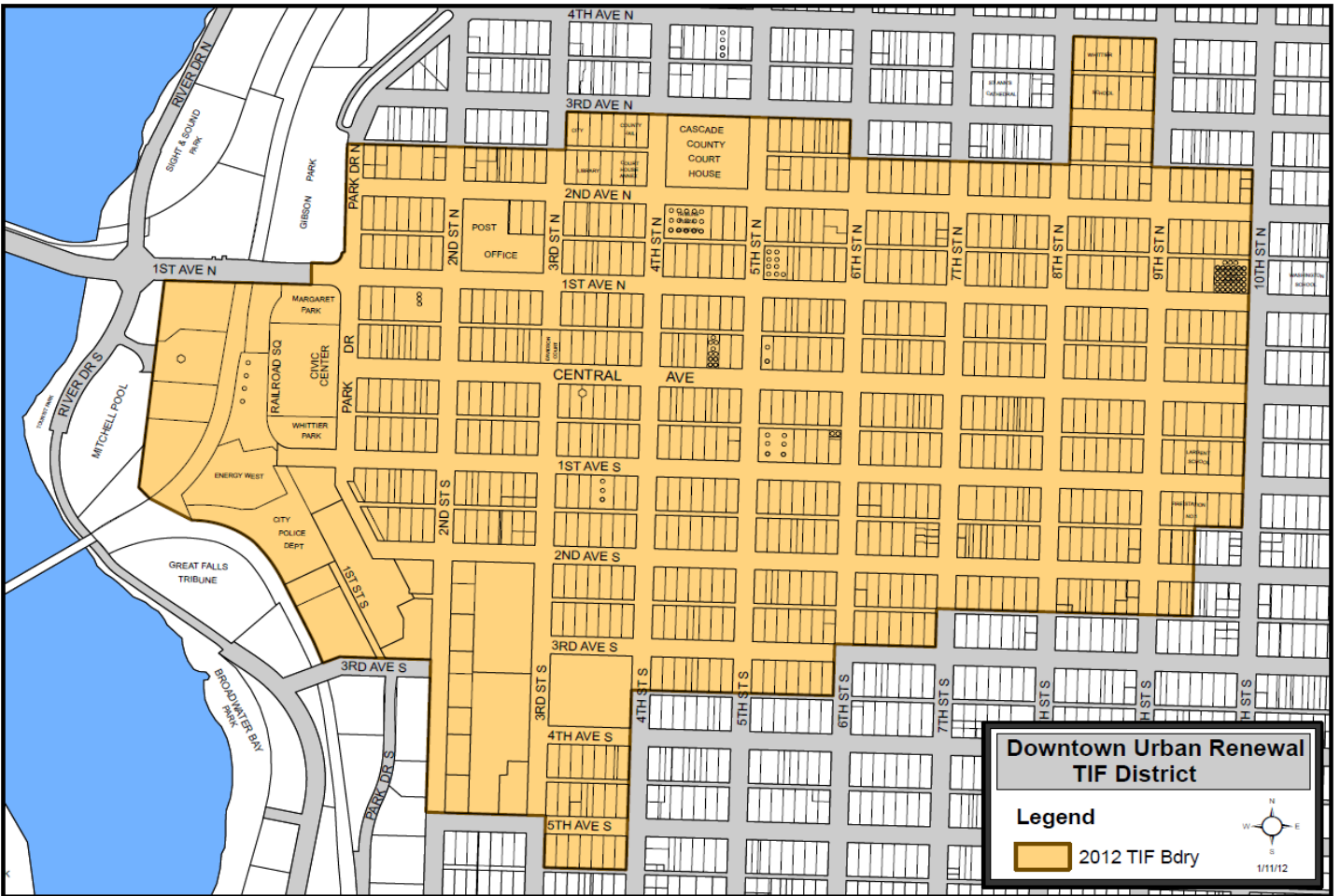
The Downtown Urban Renewal District and TIF funds generated through the improvements to property in the district are anticipated to be the primary funding sources to implement the recommendations of the DMP. Previous urban renewal districts in the City have been successful in redevelopment and revitalization efforts. It is the hope of the City of Great Falls and the Downtown stakeholders that this urban renewal district will yield the same positive results.

Amended and Restated Downtown Urban Renewal District Plan

Legal Description of the District:

Beginning at a point that is the southeast corner of Lot 1, Block 11, of the Broadwater Bay Business Park; thence south across 3rd Ave So to the northeast corner of Lot 6, Block 9, of the Broadwater Bay Business Park; thence south along the west right of way line of 2nd St So to a point that is directly west of the southwest corner of Lot 8, of the Amended Plat of Block 453, of the Great Falls Original Townsite (GFOT); Thence east across 2nd St So to the southwest corner of Lot 8, of the Amended Plat of Block 453, of the GFOT; thence east to the southwest corner of Lot 14, Block 452, of the GFOT; thence south to the southwest corner of Lot 1, Block 455, of the GFOT; thence east to the southeast corner of Lot 7, Block 455; of the GFOT; thence north along the west right of line of 4th St S to a point directly west from the southwest corner of Lot 1, Block 420, of the GFOT; thence east across 4th St So to the southwest corner of Lot 1, Block 420, of the GFOT; thence east to the southeast corner of Lot 7, Block 421, of the GFOT; thence north to the southeast corner of Lot 8, Block 413, of the GFOT; thence east across 6th St So to the southwest corner of Lot 14, Block 412, of the GFOT; thence east to the southeast corner of Lot 8, Block 412, of the GFOT; thence north to the southeast corner of Lot 7, Block 412, of the GFOT; thence east to the southwest corner of Lot 1, Block 411, of the GFOT; thence east to the southeast corner of Lot 3, Block 409, of the GFOT; thence north to the southeast corner of Lot 3, Block 376, of the GFOT; thence east to the southeast corner of Lot 7, Block 376, of the GFOT; thence north along the west right of way line of 10th St N to the northeast corner of Lot 8, Block 258, of the GFOT; thence west to the northeast corner of Lot 8, Block 257, of the GFOT; thence north to the northeast corner of Lot 7, Block 242, of the GFOT; thence west to the northwest corner of Lot 1, Blk 242, of the GFOT; thence south to the northwest corner of Lot 14, Blk 257, of the GFOT; thence west to the northeast corner of Lot 8, Blk 254, of the GFOT; thence north to the northeast corner of Lot 7, Blk 254, of the GFOT: thence west to the northwest corner of Lot 1, Blk 252, of the GFOT; thence south to the northwest corner of Lot 14, Blk 252, of the GFOT; thence west to the northwest corner of Lot 13, Blk 250, of the GFOT; thence continuing west to a point that is located on the west right of way of Park Dr N; thence south along the west right of way of Park Dr N to the corner of Park Dr N and 1st Ave N; thence around a curve to the left to a point of tangent thence continuing west eighty feet along the north right of way of 1st Ave N; thence south on a perpendicular line to the south right of way line of 1st Ave N; thence west along the south right of way line of 1st Ave N to the northwest corner of Lot 5, Blk 13, of the Broadwater Bay Business Park Addition (BBBP); thence southwesterly to the southwest corner of Lot 2, Blk 13, of the BBBP; thence southeasterly to the southeast corner of Lot 2, Blk 13, of the BBBP; thence continuing southeasterly to a point that is the intersection of the north railroad right of way line and the westerly boundary of Mark 22A (City of Great Falls Police Department); thence southeasterly along a curve to the right also being the north railroad right of way line to the southwest corner of Lot 1, Blk 12, of the BBBP; thence easterly along the north right of way line of 3rd Ave S to the point of beginning.

District Boundary



Amended and Restated Downtown Urban Renewal District Plan

Determination of Blight:

To establish an Urban Renewal District in Montana, it must be found that conditions of blight are present in the area. Section 7-15-4206 (2) MCA defines blight as “an area that is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, that substantially impairs or arrests the sound growth of the city or its environs, that retards the provision of housing accommodations, or that constitutes an economic or social liability or is detrimental or constitutes a menace to the public health, safety, welfare, and morals in its present condition and use, by reason of:

- the substantial physical dilapidation, deterioration, age obsolescence, or defective construction, material, and arrangement of buildings or improvements, whether residential or nonresidential;
- inadequate provision for ventilation, light, proper sanitary facilities, or open spaces as determined by competent appraisers on the basis of an examination of the building standards of the municipality;
- inappropriate or mixed uses of land or buildings;
- high density of population and overcrowding;
- defective or inadequate street layout;
- faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- excessive land coverage;
- unsanitary or unsafe conditions;
- deterioration of site;
- diversity of ownership;
- tax or special assessment delinquency exceeding the fair value of the land;
- defective or unusual conditions of title;
- improper subdivision or obsolete platting;
- the existence of conditions that endanger life or property by fire or other causes; or
- any combination of the factors listed in this subsection (2).



With the adoption of Resolution 9961, the Great Falls City Commission found that the following conditions of blight are present in the District:

The substantial physical dilapidation, deterioration, age obsolescence, or defective construction, material, and arrangement of buildings or improvements, whether residential or nonresidential.

Vacancy, underutilization and a lack of maintenance has led to the substantial physical dilapidation and deterioration of a number of buildings within the district. Not only does this affect the aesthetic character of these buildings, and the district it also produces conditions that are unsafe, unsanitary and not conducive to economic development.



Inappropriate or mixed uses of land or buildings.

A large amount of land within the District is currently used as surface parking for automobiles. While a certain amount of parking is necessary to support other uses within the District, surface parking lots are an inefficient use of land in the City's commercial core. This land could potentially be redeveloped as commercial, office, residential or mixed use activities that would improve the vitality of the downtown and increase the taxable value of the District.



The heavy industrial nature of the southwest area of the District is incompatible with the adjacent commercial and retail and residential uses of the area. This area has the potential to be redeveloped in a mixed-use or transitional fashion to provide a key entry corridor into the District.

Defective or inadequate street layout.

Three one-way couplets currently traverse through the district. Multiple studies and analyses conducted across the U.S. indicate that downtown access and circulation, customer parking and property values increase when downtown one-ways are restored to two-way streets. The City of Great Falls conducted and completed a study in April 2013, which resulted in the *Downtown Access, Circulation, and Streetscape Plan*. Although it was never adopted, the study is used as a resource and guide for city staff.

A primary intersection within the district - Park Drive and 1st Avenue N - is unsafe and difficult to navigate for pedestrians. Additionally, the configuration of the intersection produces inefficient conditions for automobiles, especially those making turns at high volume portions of the day.

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Deterioration of site.

Vacant, underutilized or unmaintained buildings and parcels concentrated within specific areas of the district have created pockets of site deterioration throughout the district. The deterioration of sites has often led private investment and development to move to outlying areas of the City and has also slowed redevelopment and infill efforts downtown. If site deterioration is not addressed, the exodus of commercial and residential development will continue and ultimately lead to further deterioration.

The existence of conditions that endanger life or property by fire or other causes.

A number of buildings in the district are in conditions that could potentially endanger life of property. Multiple factors have contributed to these conditions including fire damage, the use of hazardous construction materials, negligence on behalf of a property owner and extended vacancy among others. Buildings that have reached this condition are often the target of graffiti and other forms of vandalism, leading to further deterioration in the district.

Urban Renewal Plan

The DMP will guide the urban renewal and revitalization efforts within the district. The overall vision of the DMP and the goals, objectives and strategies of the Plan provide a comprehensive framework for the redevelopment of the downtown core. The following table displays the 82 strategies of the DMP and additional project priorities, with associated timelines, categories and partner organizations.



| Strategy | Partners | Timeframe | Category |
|--|--------------------------------------|-----------|----------------------|
| 1. CONNECTED: | | | |
| 1. Improve pedestrian connectivity and safety Downtown. | | | |
| a. Ensure streetscape improvements are designed to enhance pedestrian safety and pleasure by providing sufficient space for pedestrian needs and uses. | CofGF (P&CD, PW) | Short | Regulatory Framework |
| b. Develop public/private partnerships to ensure Downtown is safe, clean and accessible for all users. | CofGF, DAA (Safety team) | Immediate | Program |
| c. Identify, prioritize and correct accessibility barriers to sidewalks, curbs, pedestrian signals and other pedestrian facilities. | CofGF (P&CD, PW) Accessibility group | Short | Program |
| 2. Develop a comprehensive Downtown bicycle network to connect into a city-wide system. | | | |
| a. Prepare a complete streets policy to guide roadway construction and rehabilitation. | CofGF, GFGF, GFBC | Immediate | Regulatory Framework |
| b. Update the bikeway chapter of the Long Range Transportation Plan, including prioritization of improvements and routes for implementation. | CofGF (P&CD, P&R), GFBC, RTI, TWG | Short | Regulatory Framework |
| c. Improve and expand bicycle connections to the River's Edge Trail through signage and routes. | CofGF (P&CD, P&R), GFBC, RTI, TWG | Short | Capital Improvement |
| d. Ensure that bike routes link and connect neighborhoods, employment centers, amenities and destinations. | CofGF (P&CD), GFBC, RTI | Short | Regulatory Framework |
| e. Develop public education and marketing programs to maximize the use of the bicycle network. | RTI, GFBC | Short | Program |
| 3. Reduce or eliminate Downtown one-ways. | | | |
| a. Conduct a one-way conversion plan to help facilitate an environment that is pedestrian and retail friendly, improves local circulation, and increase access to Downtown businesses. | CofGF (P&CD, PW), MDT | Medium | Program |
| b. Effectively communicate the costs and benefits of one-way conversions to all stakeholders. | CofGF, DAA (BID, DGFA) | Medium | Program |
| c. Develop roadway and streetscape design standards to further the intended benefits of one-way conversions for all users. | CofGF | Medium | Regulatory Framework |
| 4. Improve connectivity to the Missouri River, River's Edge Trail, and Gibson Park for bicycles and pedestrians. | | | |
| a. Improve the attractiveness and enhance the visibility of railroad crossings and underpass tunnels that connect Downtown to the Missouri River, River's Edge Trail and Gibson Park. | CofGF (P&CD, PW, P&R), RTI | Medium | Capital Improvement |
| b. Identify locations and develop design options to develop an additional separated grade bike and pedestrian crossing of railroad tracks. | CofGF (P&CD, PW, P&R), RTI | Long | Capital Improvement |
| c. Utilize signage, pathways and striping to provide pedestrians and bicyclists with safe and efficient connections between Downtown and the surrounding neighborhoods. | CofGF (P&CD, PW), RTI, TWG | Short | Capital Improvement |
| 5. Develop a comprehensive Downtown wayfinding system. | | | |
| a. Develop a comprehensive wayfinding program. | CofGF, DAA (GFDA), Private Business | Short | Capital Improvement |

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| | | | |
|---|---|--------|----------------------|
| b. Supplement proposed wayfinding program with printed maps and brochures, digital and audio tours and websites and apps to guide visitors throughout Downtown. | CofGF (P&CD), HPAC, CVB, TBID | Medium | Program |
| c. Incorporate a series of named or themed pathways that connect Downtown amenities and destinations. | CofGF (P&CD), HPAC, CVB, TBID | Long | Capital Improvement |
| 6. Optimize Downtown parking for all stakeholders. | | | |
| a. Conduct a comprehensive parking study to guide Downtown parking program. | CofGF (P&CD) | Short | Regulatory Framework |
| b. Improve bicycle parking facilities Downtown. | CofGF (P&CD, PW), GFBC, BID, private business | Short | Capital Improvement |
| 7. Expand the use of public transit Downtown. | | | |
| a. Promote the use of transit for Downtown specific events. | GFTD, DGFA | Short | Program |
| b. Encourage expanded partnership between the Great Falls Transit District and Great Falls Public Schools to promote transit usage to reach Downtown events and activities. | GFTD, GFPS, DAA (DGFA) | Short | Program |
| c. Encourage Downtown businesses to work with the Great Falls Transit District to provide subsidized bus passes for employees as an alternative to Downtown parking. | DGFA, BID, GFTD, Private Business | Short | Program |

DESTINATION:

1. Market Downtown's entertainment, culture, shopping and dining.

| | | | |
|--|-----------------------------|-----------|---------|
| a. Continue to actively cross-promote and package Downtown's entertainment, culture, shopping and dining facilities with Downtown events. | MT, MEC, DGFA | On-going | Program |
| b. Work with various groups and organizations including the Convention and Visitors Bureau, Tourism BID, Montana Expo Park and Airport Authority to promote Downtown as a tourism and convention destination to the region and Canada. | DAA (CVB, TBID), MTEP, GFIA | Short | Program |
| c. Develop a comprehensive and coordinated Downtown marketing campaign utilizing print, radio, television and social media. | DAA (all), TA | Immediate | Program |

2. Promote a broad range of family friendly entertainment and recreational opportunities and activities Downtown.

| | | | |
|---|--------------------------------------|-------|---------|
| a. Review existing Downtown events and add free or low cost activities that engage a variety of age groups including: families, teens, young adults and older adults. | CofGF (P&R), DGFA | Short | Program |
| b. Promote new and exciting events in Downtown's parks, pools and recreational facilities that attract families with young children. | CofGF (P&R), DGFA | Short | Program |
| c. Encourage Downtown organizations and facilities to establish programs for parents to drop children off while they utilize Downtown's shopping and amenities. | Private Business, DGFA, Museum Group | Short | Program |

3. Ensure Downtown is active and vibrant during the evenings and weekends.

| | | | |
|---|-------------------------------------|--------|---------------|
| a. Actively pursue the development of a Downtown boutique hotel to provide quality lodging and amenities for Downtown visitors. | DAA (GFDA, CofGF), Private Business | Medium | Site Specific |
| b. Develop programs and events that provide opportunities for people to remain in and visit Downtown in the evening and on the weekend. | DAA (DGFA), CofGF (P&R) | Short | Program |
| c. Actively recruit an already successful restaurant to relocate or expand into Downtown. | GFDA, BID, DGFA | Short | Program |

| | | | |
|--|-----------------------------------|-----------|---------------|
| d. Work with existing restaurant and bar/tavern owners to identify, develop and promote a Downtown Dining District. | DGFA, TA, DAA (all) | Medium | Program |
| e. Market Downtown’s amenities and activities to current employers and employees to encourage the workforce to stay Downtown after business hours. | DAA (DGFA), TA, Restaurant owners | Immediate | Program |
| f. Create a year-round public market / food and arts incubator that would cater to residents, employees and visitors. | GFDA, DGFA, CofGF | Medium | Site Specific |

4. Increase the utilization of the Convention Center and Mansfield Center for the Performing Arts (Mansfield).

| | | | |
|--|-----------------|-----------|---------|
| a. Develop public/private partnerships to package the facilities at the Civic Center and Mansfield with catering and dining services and lodging facilities to enhance the attractiveness of Downtown as a convention destination. | CVB, TBID, MCPA | Medium | Program |
| b. Enhance partnerships with entertainment promoters to utilize the Mansfield as a concert venue. | MCPA | Short | Program |
| c. Educate potential users of the Civic Center and Mansfield about the opportunities available at the facility, policies and prices. | MCPA | Immediate | Program |

FLOURISHING:

1. Identify and support an organization to lead and champion Downtown revitalization.

| | | | |
|--|------------------------------------|-----------|----------------------|
| a. Establish a formal Downtown Development Agency within the City of Great Falls, in partnership with public and private entities, to foster new development and redevelopment Downtown and implement the goals, objectives and strategies identified in the Plan. | CofGF, DAA (all), Private Business | Immediate | Regulatory Framework |
| b. Establish a Downtown TIF and associated Urban Renewal Plan district to fund Downtown projects, improvements and organizational management. | CofGF, GFPS, CC | Immediate | Regulatory Framework |
| c. Update zoning and land use regulations to support recommendations of the Plan. | CofGF (P&CD) | Short | Regulatory Framework |

2. Improve the public realm to provide a safe, attractive and welcoming environment.

| | | | |
|---|-------------------------|-------|----------------------|
| a. Encourage a partnership between Downtown organizations and stakeholders and the City Police Department to ensure a clean and safe environment. | DAA (W&S), GFDP | Short | Program |
| b. Establish a volunteer based Downtown clean-up day and/or program. | DAA (W&S) | Short | Program |
| c. Increase street level vitality by encouraging the active use of ground floor space in the Downtown core. | CofGF (P&CD), BID, DGFA | Short | Regulatory Framework |

3. Identify and attract high paying employers and jobs to Downtown.

| | | | |
|---|-------------|-----------|---------|
| a. Develop a comprehensive Downtown business retention and development plan that focuses on successful and emerging business clusters Downtown. | GFDA, CofGF | Short | Program |
| b. Utilize GFDA’s business attraction and retention resources to leverage Downtown business investment. | GFDA | Immediate | Program |

4. Support existing and attract new commercial and retail business Downtown.

| | | | |
|---|-----------------|-------|---------|
| a. Establish a mentor program to pair new entrepreneurs with successful Downtown business owners. | DGFA, BID, GFDA | Short | Program |
| b. Utilize national research and trends to identify and attract “Downtown friendly” retailers. | GFDA, BID, NW | Short | Program |

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| | | | |
|--|--------------------------------|-----------|----------------------|
| c. Conduct a Downtown market analysis to guide commercial and retail development. | GFDA, BID, DGFA | Medium | Program |
| d. Provide existing business owners with market research and technical and financial assistance. | CofGF, GFDA, DGFA, BID | Medium | Program |
| e. Conduct a Downtown business and building inventory to establish and maintain an accurate database of what is currently located Downtown and what opportunities exist for business expansion, attraction and relocation. | CofGF (P&CD), BID, DGFA | Immediate | Program |
| 5. Attract a diverse mix of visual and performing artists to live and work Downtown. | | | |
| a. Revive and support the Great Falls Arts Council to develop and promote arts programs, events and education. | CofGF, DAA (all) | Short | Regulatory Framework |
| b. Encourage the development of lofts, studios and live/work spaces in vacant or underutilized buildings to attract artists to Downtown and increase arts and culture activity. | CofGF (P&CD), DAA (GFCC, GFDA) | Medium | Program |
| c. Develop a roster of visual and performing artists and craftsperson's living in and around Great Falls to utilize for Downtown programs and events. | DGFA | Short | Program |
| d. Capitalize on the success of Western Art Week by drawing visitors to Downtown galleries, shops and restaurants. | DAA (GFCC) | Immediate | Program |
| e. Continue to promote Downtown art galleries and artists through events such as the First Friday Art Walk. | DAA (DGFA) | Immediate | Program |

LIVING:

| | | | |
|--|-------------------------|----------|----------------------|
| 1. Promote a wide range of housing choices throughout Downtown. | | | |
| a. Ensure that the proposed City of Great Falls Downtown Development Agency is a champion of Downtown housing development. | NW, CofGF (P&CD) | Short | Regulatory Framework |
| b. Evaluate zoning and land use regulations to ensure policies allow for and encourage Downtown housing in the form of rehabilitation and preservation of existing buildings, infill development and new construction. | CofGF (P&CD) | Short | Regulatory Framework |
| c. Conduct a Downtown housing inventory to establish and maintain an accurate database of housing and property available for rent, ownership, and/or rehab. | NW, W&S, CofGF (P&CD) | Short | Program |
| 2. Ensure existing housing is safe and attractive. | | | |
| a. Actively monitor the condition of existing housing and enforce the City's Property Maintenance Code. | CofGF (P&CD), W&S | On-going | Program |
| b. Promote and utilize the City of Great Falls Housing Rehab Loan program and Neighborworks Great Falls programs to enhance existing homes and rental properties. | CofGF, NWGF | On-going | Program |
| c. Develop a volunteer based residential improvement plan to ensure Downtown neighborhoods are clean and safe. | W&S, NC | Short | Program |
| 3. Attract private investment and financing for Downtown housing. | | | |
| a. Create new and promote existing incentive programs to encourage residential development. | NW, CofGF | Short | Program |
| b. Prepare a housing market study to assist developers, lending institutions and private property owners in developing Downtown housing. | Realtors, HBA, NW, GFDA | Short | Program |
| c. Establish a clearinghouse and/or database of residential financing options and incentives. | Realtors, HBA, NW, GFDA | Short | Program |

4. Attract retailers and neighborhood services that cater to Downtown residents.

| | | | |
|--|--------------|-----------|----------------------|
| a. Survey Downtown residents and utilize national research to identify neighborhood based commercial, retail and services that are missing Downtown. | NW, NC | Immediate | Program |
| b. Encourage mixed-use development that places residents within close proximity to commercial activities. | CofGF (P&CD) | Short | Regulatory Framework |

AESTHETICS:

1. Preserve, restore, and reuse Downtown’s historic buildings and sites.

| | | | |
|--|-----------------|-----------|---------|
| a. Market Downtown’s historical resources to facilitate improvements and restoration of properties through tax incentives and preservation grants. | CofGF, HPAC | Immediate | Program |
| b. Educate current property owners and developers of the funding programs available to make improvements to the Downtown buildings. | HPAC, DAA (BID) | Immediate | Program |
| c. Establish a technical assistance and incentive program to encourage the adaptive re-use, rehabilitation and preservation of historic buildings and sites. | CofGF, HPAC | On-going | Program |

2. Increase the number and diversity of public spaces Downtown.

| | | | |
|--|------------------------------------|--------|----------------------|
| a. Actively pursue the development of an indoor/outdoor community gathering space to host activities and events and attract residents, employees and visitors throughout the year. | CofGF, Private Business | Short | Site Specific |
| b. Encourage diversity in the form and function of Downtown parks, plazas and gathering spaces. | CofGF (P&CD, P&R) | Medium | Regulatory Framework |
| c. Explore the feasibility of developing rooftop green spaces. | CofGF (P&CD, PW), Private business | Medium | Regulatory Framework |

3. Promote quality design and construction in Downtown’s built environment.

| | | | |
|--|------------------|-------|----------------------|
| a. Develop design guidelines to enhance the character of Downtown through the quality design and construction of Downtown’s built environment. | CofGF, DAA (all) | Short | Regulatory Framework |
| b. Evaluate the function, authority and scope of the City’s Design Review Board to ensure aesthetic goals of the Plan are achieved. | CofGF | Short | Regulatory Framework |

4. Create attractive gateway design features that welcome residents and visitors to downtown.

| | | | |
|---|-------------------------|-------|----------------------|
| a. Identify priority entrances into Downtown to construct gateway design features. | CofGF (P&CD, P&R), GFDA | Short | Capital Improvements |
| b. Establish a program to encourage community and/or service groups, private businesses and other stakeholders to “sponsor” the construction of gateway features. | DAA (all) | Short | Capital Improvements |

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| 5. Expand and enhance the existing downtown streetscape. | | | |
|---|-------------------------|-----------|----------------------|
| a. Develop a comprehensive Downtown streetscape plan that prioritizes future improvements and builds upon the existing streetscape. | CofGF (P&CD, PW) | Short | Regulatory Framework |
| b. Ensure streetscape improvements are implemented in coordination with the construction of gateway design features. | CofGF (P&CD) | Short | Regulatory Framework |
| c. Work with the City Forester to establish tree planting programs throughout Downtown. | DAA (BID), NC | Short | Program |
| 6. Actively pursue the preservation and rehabilitation of the Rocky Mountain Building. | | | |
| a. Identify an organization or partnership to lead restoration efforts including assisting in permitting process and requirements, identifying funding options, leading fundraising efforts and recruiting a mix of building tenants. | CofGF (P&CD), DAA (all) | On-going | Program |
| b. Encourage the current building owners to move forward with restoration improvements before weathering and damage continue to a point where rehabilitation is no longer feasible. | CofGF (P&CD), DAA (all) | On-going | Program |
| 7. Actively pursue the preservation and rehabilitation of the Civic Center. | | | |
| a. Fund and complete the Civic Center façade renovation project. | CofGF | Immediate | Capital Improvement |
| b. Identify and complete rehabilitation projects within the Civic Center property including, but not limited to, landscape and asphalt restoration. | CofGF | On-going | Capital Improvement |
| c. Determine and complete preservation projects within the Mansfield Center for the Performing Arts including, but not limited to, seat and architectural | CofGF | On-going | Capital Improvement |
| d. Identify and complete rehabilitation projects within the Convention Center including, but not limited to, upgrading lighting and architectural features | CofGF | On-going | Capital Improvement |

Funding and Administration:

Tax Increment Financing (TIF) is necessary to encourage private reinvestment within the District, create employment opportunities, implement the goals set forth in this plan and increase the tax base of the District. The Downtown Urban Renewal District is hereby established as a tax increment financing urban renewal area in accordance with 7-15-4282-4292 and 4301-4324 (MCA).

For the purpose of calculating the incremental taxable value each year for the life of the district, the base taxable value shall be calculated as current base taxable value of the district as of January 1, 2012.

Administration

The District will be administered in accordance with 7-15-4232 (MCA). The Great Falls City Commission has the authority to administer and manage the District and the implementation of the DURP. Under 7-15-4232 (MCA) the City Commission may authorize a City Department to manage the program and implement the recommendation of the DURP. It is envisioned that the Commission will receive recommendations and input from the Planning and Community Development Department in partnership with the Downtown Partnership of Great Falls (the Partnership).

Planning and Community Development Staff will work with the Partnership to prepare an annual District work plan and budget, which the Partnership will submit to the City Commission for consideration and adoption. The work plan will list the activities and cost of activities for the coming fiscal years and a method of financing those activities. The Partnership will enter into an Memorandum of Understanding (MOU) or other form of agreement that outlines the roles and responsibilities of this group in relation to the District.

The Planning and Community Development Department will provide initial staffing to assist the Partnership in preparing the annual District work plan and budget, preparing and presenting annual reports to the City Commission, and coordinating the review of proposed projects and development requesting TIF funding. It is anticipated that TIF moneys will be used in the future to fund a permanent staff position.

Planning and Community Development Staff will provide to the City Commission and the public an annual program evaluation as part of the annual report.

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Conformity with the Growth Policy

The establishment of the Partnership and the Downtown TIF are both direct recommendations of the Downtown Master Plan. Additionally, specific themes, goals and policies of the City's Growth Policy (displayed below) are supported by recommendations contained within the DURP.

- Encourage livable, walkable, visually and functionally cohesive neighborhoods that incorporate traditional design concepts (Land Use pg. 20).
- Formulate and adopt modern, flexible land development regulations in order to preserve and enhance the scale, quality, and character of existing neighborhoods (Land Use pg. 21).
- Encourage mixed land uses in new and redeveloping areas to achieve a high degree of self-containment, reduce auto dependence, and foster a strong live-work-play pattern of activity within neighborhoods (Land Use pg. 22).
- Encourage preservation of corridors of land for non-motorized transportation routes/trails and provide public investment for non-motorized transportation facilities (Land Use pg. 22).
- Review existing zoning to ensure it is consistent with neighborhood objectives, and pursue rezoning of areas where conflicts are found (Land Use pg. 23).
- Increase code enforcement activity in order to help protect neighborhoods from decay, decline and disinvestment (Land Use pg. 23).
- Allow for compatible, small-scale commercial uses that support existing neighborhoods and reduce dependence on automobile travel (Land Use pg. 24).
- Encourage public investment in parks and schools that are neighborhood focal points, consistent with the Comprehensive Park and Recreation Master Plan (Land Use pg. 25).
- Proactively direct development through public investment in infrastructure (Land Use pg. 28).

Amendment of the DURP

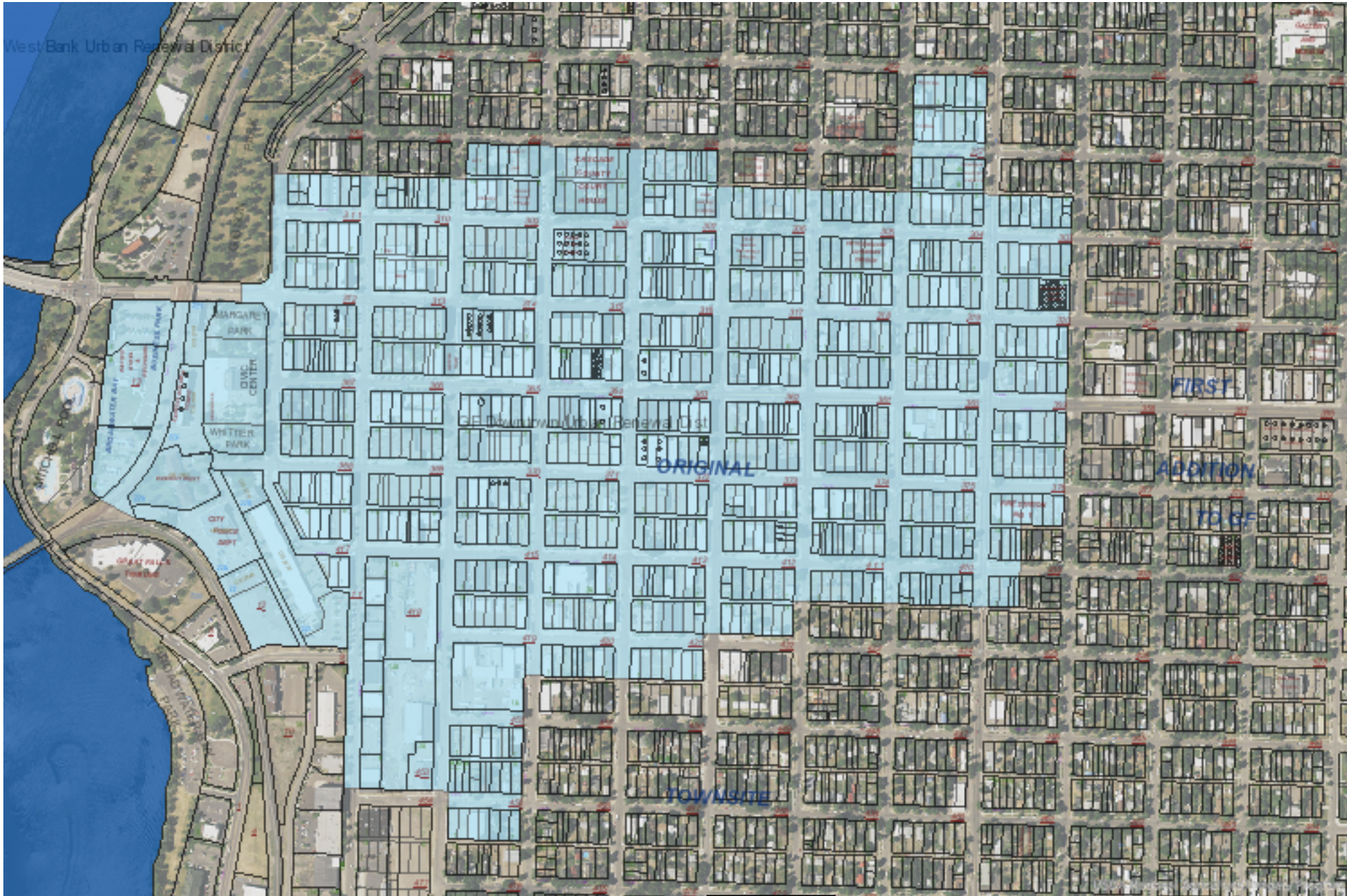
The DURP may be modified at any time by the City Commission as necessary to eliminate and prevent the development or spread of blight and to encourage urban rehabilitation. The process for plan amendment shall be consistent with the procedures outlined in 7-15-4212 - 4219 (MCA).

Conclusion:

The City of Great Falls Downtown Master Plan recommends the establishment of an Urban Renewal District that utilizes TIF funding to revitalize and rehab downtown. The Plan provides an ambitious yet obtainable framework of goals, objectives and strategies that are intended to transition this area from its current condition to a vibrant and thriving destination. The Downtown Urban Renewal District has tremendous potential to re-emerge as the commercial, cultural and entertainment center of Great Falls.

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The City of Great Falls uses the most current and complete data available. However, GIS data and product accuracy may vary. GIS data and products may be developed from sources of differing accuracy, accurate only at certain scales, based on modeling or interpretation, incomplete while being created or revised, etc. The City of Great Falls reserves the right to correct, update, modify, or replace, GIS products without notification. The City of Great Falls cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. Using GIS data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may neither assert any proprietary rights to this information nor represent it to anyone as other than City Government-produced information. The City of Great Falls shall not be liable for any activity involving this information with respect to lost profits, lost savings or any other damages