



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
September 06, 2022
7:00 PM**

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

Public participation is welcome in the following ways:

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

PROCLAMATIONS

Billy Garberg Day

MILITARY UPDATES

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

PETITIONS AND COMMUNICATIONS

2. Miscellaneous reports and announcements.

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

NEIGHBORHOOD COUNCILS

3. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

4. Appointment to the Tourism Business Improvement District Board.
5. Miscellaneous reports and announcements from Boards and Commissions.

CITY MANAGER

6. Miscellaneous reports and announcements from City Manager.

CONSENT AGENDA

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

7. Minutes, August 10, 2022, Special City Commission Meeting.
8. Minutes, August 16, 2022, City Commission Meeting.
9. Total Expenditures of \$6,917,118 for the period of July 26, 2022 through August 24, 2022, to include claims over \$25,000, in the amount of \$6,047,432.
10. Contracts List.
11. Approve extending the Fuel Delivery Service Agreement with Mountain View Co-op for the period of September 7, 2022 to December 31, 2022.
12. Approve the Memorandum of Agreement (MOA) with the Montana Department of Transportation (MDT) for UPN 10190000 City Sidewalk Infill Project.

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

PUBLIC HEARINGS

13. Request for Annexation from Timothy and Deborah Murphy (2917 Park Garden Lane), Alexander IV and Celia Blewett (2903 Park Garden Lane), and Tom and Debra Lewis (2715 Park Garden Lane).
 - I. Resolution 10475, to annex the properties legally described as Lot 4A, Lot 5A, and Lot 8 of Park Garden Tracts Addition. *Action: Conduct a joint public hearing and adopt or deny Res. 10475. (Presented by Tom Micuda)*
 - II. Ordinance 3248, to assign R-2 Single-family Medium Density zoning for Lot 4A, Lot 5A, and Lot 8 of Park Garden Tracts Addition. *Action: Adopt or deny Ord. 3248.*
14. Ordinance 3249, Amending Title 17, Chapter 4, Chapter 8 and Chapter 20 of the Official Code of the City of Great Falls Pertaining to Use of Land Within the City of Great Falls for Commercial Marijuana Business Activities. *Action: Conduct a public hearing and adopt or deny Ord. 3249. (Presented by Jeff Hindoién)*

OLD BUSINESS

NEW BUSINESS

15. Ordinance 3250, an amendment to the Planned Unit Development to allow 4-plex multifamily units for West Ridge Addition Phases VII - XI and Preliminary Plat for a 40-lot major subdivision for West Ridge Addition, Phase X. *Action: Accept or not accept Ord. 3250 on first reading and set or not set a public hearing for October 4, 2022. (Presented by Tom Micuda)*

16. Great Falls Development Authority Proposals for CARES funding. *Action: Approve or deny an allocation of \$1,400,000 in CARES funds to the Great Falls Development Authority to provide gap financing to businesses located within Great Falls. (Presented by Tom Hazen)*

ORDINANCES / RESOLUTIONS

17. Repeal Resolution 10461 and Adopt Resolution 10479 – Annual Tax Levy. *Action: Adopt or deny Res. 10478 and Adopt or deny Res. 10479. (Presented by Melissa Kinzler)*

CITY COMMISSION

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

ADJOURNMENT

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

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

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



Commission Meeting Date: September 6, 2022
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Appointment to the Tourism Business Improvement District Board.

From: City Manager’s Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Appoint one member to the Tourism Business Improvement District Board of Trustees.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (appoint/not appoint) Jeff Shull to the Tourism Business Improvement District Board of Trustees for a four-year term through June 30, 2026.”

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

Summary:

Scott Shull has served several terms on Tourism Business Improvement District Board of Trustees, (TBID) with his most recent term expiring on June 30, 2022. The Board Liaison, Rebecca Engum, sent out letters to all property owners within the TBID district seeking interested candidates. She also sent emails and made phone calls to encourage applications. An application from Jeff Shull was received.

TBID Recommendation:

During the District’s meeting on July 21, 2022, the TBID Board recommended that the City Commission appoint Jeff Shull to the Board of Trustees for a four-year term through June 30, 2026.

Background:

Purpose

The Tourism Business Improvement District (TBID) was established by Resolution 9792 on December 2, 2008 and recreated by Resolution 10222 on February 6, 2018 for an additional ten years. Its overall purpose is to utilize tax dollars through the TBID assessment and direct those monies to be used for the purpose of promoting tourism, conventions, trade shows, and travel to the City of Great Falls. Trustees must be an owner of property within the TBID or the owner’s assignee.

The continuing members of this board are:

Becky Amaral-Miller	7/3/12 – 6/30/24
Peter Jennings	5/4/21 – 6/30/23

Sandra Johnson-Thares
David Buckingham
Peggy Ohare-Becker
Laurie Price-Manning

8/21/18 – 6/30/23
10/17/17 – 6/30/25
2/4/20 – 6/30/25
11/18/14 – 6/30/24

The Board Member terming out is Scott Shull who served from 5/3/11 through 6/30/22.

The citizen interested in serving on the Board is Jeff Shull who is representing the Days Inn.

Alternatives:

Seek alternative applications.

Attachments:

Recommendation Letter
Application



21 July 2022

Great Falls Mayor and Great Falls City Commissioners
City of Great Falls Montana
P O Box 5021
Great Falls MT 59403

Mayor and Commissioners:

The Great Falls Montana Tourism Business Improvement District (TBID) Board of Trustees through unanimous consensus would like to recommend Jeff Shull be appointed as trustee to the Great Falls Montana Tourism Business Improvement District for. He would be replacing Scott Shull, whose term ended 6/30/2022 and he chose not to be considered for another term.

Jeff Shull is with the Days Inn and is:

1. Owner of land within the geographic area of the TBID
2. Committed to the well-being of the TBID
3. Respected citizen and leader
4. Able to work effectively as part of a group
5. Competent in an area of value to achieve objectives of the TBID
6. Able to maintain a commitment for the term of appointment
7. Balances board in terms of representation of large, medium and small hotel properties

This will be the first time Jeff Shull has held a position on our Board. Requests were made of every lodging property in Great Falls to apply to serve as a Trustee for the Tourism Business Improvement District. Jeff Shull was the only person to make an application. There was one additional candidate that was interested in the position, however, that person did not make an application. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Rebecca Engum".

Rebecca Engum
Executive Director



**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>Great Falls, MT Tourism Business Improvement District</i>		Date of Application: <i>6/13/22</i>
Name: <i>Jeff Shull</i>		
Home Address: <i>3425 6th Ave S.</i>		Email address: <i>jshull154@gmail.com</i>
Home Phone: <i>_____</i>	Work Phone: <i>406-727-6565</i>	Cell Phone: <i>406-788-5990</i>
Occupation: <i>Owner/Assistant GM</i>	Employer: <i>Westdelco - Days Inn Great Falls</i>	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: <i>6 years of hotel management</i>		
Educational Background: <i>Bachelor's in Business Management</i>		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities:		
Previous and current public experience (elective or appointive):		
Membership in other community organizations:		

Have you ever worked for or are you currently working for the City of Great Falls? Yes 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?
As the future generation of the Days Fun of Great Falls, I'm interested in improving and keeping the tourism of Great Falls moving forward.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?
I believe that my six years of being the Assistant GM and owner of the Days Fun will allow me to bring my experience and knowledge to this board to improve tourism for Great Falls.

Additional comments:

Signature
Jeff Smith

Date:
6/13/22

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 SPECIAL COMMISSION PROCEEDINGS
August 10, 2022

Special City Commission Meeting

Mayor Kelly presiding
 Commission Chambers Room 206

CALL TO ORDER: 3:04 PM

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Bob Kelly, Susan Wolff, Eric Hinebauch, Joe McKenney and Rick Tryon. Also present were City Attorney Jeff Hindoien and Deputy City Attorney David Dennis; Deputy Finance Director Kirsten Myre and Operations Manager Laura Lynch; Public Works Interim Director Mike Judge; Planning and Community Development Director Craig Raymond; and, Deputy City Clerk Darcy Dea.

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

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: With regard to Agenda Item 2, Commissioner Tryon disclosed that he spoke with Mr. Gillespie in January and February in the context of a City Commissioner receiving a concern from a citizen.

PETITIONS AND COMMUNICATIONS

1. **Beth Morrison**, City resident, commented that she contacted the Department of Revenue, Cannabis Control Division, about a marijuana business advertising within the City limits. She was informed that, since the business is not a licensed dispensary, the Cannabis Control Division does not have jurisdiction. She inquired who she needed to talk to regarding advertising for THC and marijuana within the City limits.

City Attorney Jeff Hindoien responded that if the business is not licensed by the Department of Revenue they may be advertising products that are legal under Montana law. She was advised to contact the Planning and Community Development Department pertaining to the signage.

NEW BUSINESS

2. **ADMINISTRATIVE APPEAL – APPEAL FROM CITY STAFF DECISION TO NOT ISSUE A SAFETY INSPECTION CERTIFICATE (SIC) FOR THE PROPOSED OPERATION OF AN ADULT-USE MARIJUANA DISPENSARY WITHIN THE CITY OF GREAT FALLS.**

Mayor Kelly asked for presentation of the staff report.

City Attorney Jeff Hindoien stated that this special meeting is to discuss an appeal from a City staff decision to not issue a Safety Inspection Certificate (SIC) to Emma Albers for the proposed operation of an adult-use marijuana dispensary within the City of Great Falls. The City had a similar application and similar appeal earlier this year. This particular application came in about the same time as the Commission was considering that first appeal. The basis for staff's actions in

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this case not to process the SIC is the same reason utilized by staff in not processing or advancing the SIC for Mr. and Mrs. Yatsko in February.

The City's standpoint is that it has had an ordinance in place for over a decade that prohibits any land use in violation of federal law. Even though I-190 passed, and that would have prevented the City from enforcing that ordinance with respect to adult use marijuana activities, the Legislature made changes in HB 701 that, from the City's perspective, still allow it to prohibit those types of activities within the City.

Since denying the last SIC appeal, on the grounds that staff was following and enforcing the ordinance as written, the Commission directed staff to develop a proposed referendum package to submit an ordinance to the voters specifically prohibiting commercial marijuana activities in the City of Great Falls. That action was completed earlier this month and the electors of the City will now decide in November whether to enact an ordinance specifically prohibiting commercial marijuana activities in the City. Parallel with that, staff developed a zoning framework to allow for commercial marijuana activities in the event the voters say they do not want to prohibit these activities in Great Falls. That process was talked about at multiple work sessions, a Planning Advisory Board/Zoning Commission public hearing on August 9, 2022, and is on the August 16, 2022 Work Session and Commission Meeting agendas.

The third development is that the applicants who advanced the first SIC appeal that was denied, have filed a lawsuit against the City seeking a declaration from the Court that the City is not in a position to prevent these activities. A hearing is scheduled August 11, 2022 on whether or not the District Court Judge should issue an injunction that would essentially require the City to move forward with processing the SIC application.

There are a lot more moving parts and the landscape looks different from the point in time when the first SIC denial occurred. However, the legal framework and the basis for the staff decision has not changed. At this point, the Commission's options are to deny the appeal and affirm the City Manager's decision, or grant the appeal to reverse the decision and direct staff to process the SIC application. Staff recommends the same course of action that the Commission took in April on the first appeal. There has not been any arguments advanced in support of this appeal that changes the City's legal position that it is actively defending in District Court and in the forum where it will ultimately be decided.

Appellant Emma Albers, City resident, expressed concern that her SIC application was denied due to the City's 2010 ordinance regarding land use in violation of federal law, when Calumet Refinery had safety and federal violations in 2013 and 2019 and its business permits were still being processed. She commented that after the people voted marijuana in, there was a year before it was fully enacted. She questioned why there was not an ordinance put into place then like other cities and counties did.

With regard to being in violation of federal law, Mayor Kelly responded that Calumet's situation

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was different. Fines are generally assessed when an industry is found to be in violation of Environmental Protection Agency (EPA) or Department of Environmental Quality (DEQ) laws. Ms. Albers is not being asked to not operate her business because she violated an EPA or DEQ law.

Mayor Kelly explained that Ms. Albers is not being singled out. The Yatskos were in a similar situation operating a dispensary in the county and wanting to move inside the city limits. The Commission upheld the denial and now it is in an active court situation. The Yatskos' appeal mirrored this appeal.

Mayor Kelly asked Ms. Albers if she thought there were any overriding circumstances that makes her situation different from the Yatskos.

Ms. Albers responded that there was no set ordinance after the people voted and approved this type of business. Many people need this medicine. She had a gentleman walk from Central to 52nd Street, where she is permitted in the county, to get medicine because the buses do not go there. It is something that could be more readily available and easier for someone that has a medical issue to obtain.

Mayor Kelly responded that what is being discussed is the ordinance currently in place that forbids any non-federally approved activity inside the city limits. The Commission passed that ordinance in response to medical marijuana, which Ms. Albers has taken advantage of to have that business in the county. There has not been any change in the landscape, even though the voters approved marijuana through I-190 in the state. The Commission has put that choice to the voters on the ballot in November as to whether or not they want to get rid of the restrictive zoning currently in place, and allow operations such as Ms. Albers' business to come in for adult use inside the City limits.

City Attorney Hindoen explained that many communities adopted similar ordinances as the City's 2010 ordinance that gave municipalities' legislative authority to determine whether to allow medical marijuana operations inside the City limits. I-190 had a specific provision that a charter municipality could not completely prohibit commercial or adult-use marijuana activities; however, the Legislature enacted HB 701 that still allows the City to prohibit those types of activities within City limits.

Mayor Kelly asked the will of the Commission.

Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission deny the appeal and uphold the decision of City staff to not process or issue a Safety Inspection Certificate to the Appellant for the operation of an adult-use marijuana dispensary within the City of Great Falls.

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

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Jesse Mitchell, City resident, expressed concern about Calumet Refinery having safety and federal violations in 2013 and 2019 and its business permits processed, as well as the I-1 and I-2 zoning restrictions.

City Attorney Hindoien responded that the zoning ordinance indicates that no use of land in violation of federal, state or local laws shall be permitted either by right or conditionally. Calumet's use of the property is not a violation of federal, state or local law. Zoning for dispensaries in I-1 and I-2 will be discussed at the next several City Commission meetings, in case the voters choose to make that choice or if a court decision makes the city allow these commercial activities.

Beth Morrison, City Resident and Cascade County Substance Abuse Prevention Specialist, commented that the City has an opportunity to see how this unfolds by looking at other comparable communities that have already made these changes. She added that we do not need to have a whole list of lessons learned the hard way if we take this slow and steady as we learn more. Ms. Morrison concluded that marijuana business activities within the City limits is not about small business or one particular business, it is about the community and its youth, and what kind of a community we want to have and what kind of message we want to send to our youth.

David Murray, City resident, *Great Falls Tribune*, commented that during the 2020 general election voters within the eight house districts within city limits voted by a 52% to 48% margin to approve I-190. He compared the Commission acting in opposition to the request for licensing to the Commission acting in opposition to will of the voters as certified by the Secretary of State's office.

Mayor Kelly responded that the Legislature gave local governments the ability to readdress I-190.

Commissioner Tryon added that the Commission is not overturning the will of the voters with regard to I-190 and the only issue being sent to the voters is land use.

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

Commissioner Tryon inquired the anticipated length of time to receive a court ruling from the hearing on August 11, 2022.

City Attorney Hindoien responded that a court ruling from an injunction request typically does not take a long time.

Commissioner Tryon inquired if the Commission would have to undo its decision to deny Ms. Albers' appeal if the District Court Judge imposes an injunction with regard to the Yatsko lawsuit.

City Attorney Hindoien responded that the City would follow the judicial directive.

Commissioner Tryon received clarification that the City needs to have a framework in place

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whether the voters decide or court directs the City to allow marijuana activities within the City limits.

Commissioner Tryon received clarification that Ms. Albers' request for a SIC is for a medical and adult-use marijuana dispensary.

Commissioner Hinebauch received clarification that whether the voters choose to enact a specific prohibition against commercial marijuana business activities within the city or the alternative framework becomes operative, the ordinance would be effective on certification by the election administrator.

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

Motion carried 4-1 (Commissioner Hinebauch dissenting).

Mayor Kelly called a recess at 3:45 p.m. and reconvened the meeting at 4:00 p.m.

Mayor Kelly explained that there were technical issues with the witness camera not showing video; however, the audio was working.

3. ADMINISTRATIVE APPEAL – UTILITY RATE OBJECTION – APPEAL FROM CITY STAFF DECISION TO DENY REQUEST FOR CLASSIFICATION OF PORPERTY AS RESIDENTIAL FOR WASTEWATER RATE PURPOSES.

Mayor Kelly asked for presentation of the staff report.

City Attorney Jeff Hindoien reported that this matter involves an objection by a property owner, Steve Gillespie, to the decision of City staff to classify his real property as “commercial” for purposes of the City’s wastewater rate structure. The subject real property is located at 812 3rd Avenue Southwest and consists of an apartment building with four rental units.

Mr. Gillespie is not asserting that City staff misclassified his property or that he was charged an incorrect rate. Mr. Gillespie’s rate objection asserts two separate points:

- The City Commission’s legislative decision to only classify dwelling structures with one or two living units as residential is “unfair, inequitable or unreasonable”; and
- The City Commission’s legislative decision to make the winter average rate available only to residential customers and a limited category of commercial customers is unfair, inequitable or unreasonable.

The purpose of the City’s wastewater rate and classification structure is to generate sufficient revenue to pay all costs for the operation and maintenance of the complete wastewater system and to distribute the cost equitably to all users of the wastewater system.

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The City has exercised its authority to set rates, charges and classifications for its wastewater utility through a combination of ordinance (OCCGF 13.18.010) and Resolution 10316.

The residential customer classification is limited to only single-family residences and duplexes, i.e., no more than two living units. Any residential structure larger than two living units, whether a tri-plex or a 400-unit apartment complex, is classified as a commercial customer. All residential customers of the City water system, discharging sewer into the sewer system, shall be charged a flat rate based upon a winter average for the months of December, January, February and March water meter reads. These fees will change annually in May and the exact rates shall be determined by resolution.

Mr. Gillespie has not advanced any meaningful or relevant facts and grounds to demonstrate that the Commission's legislative judgments regarding its rate structure are unfair, inequitable or unreasonable.

Appellant Steve Gillespie, City resident, reported that this boils down to the overall fairness factor with regard to the way the rates are being administered and attached to properties around the City. The three classifications for rates are residential, commercial and industrial. Mr. Gillespie explained that his property at 812 3rd Avenue Southwest is zoned multi-family residential and is home to four families. The water/sewer charges are being calculated at a commercial rate and there is no allowance for a winter average, even though there is irrigable gardens, trees and planter-boxes, and children's swimming pools, rolled-up hoses used for washing cars and spraying off sidewalks and driveways. These are typical family-residential, summertime uses; the same is for the lower density residential properties.

Appellant Gillespie explained that every single residential property being used residentially should be accommodated under a residential rate, as well as being afforded the winter-average. His water bill almost doubled in July and he realized that 100% of the water was being billed for sewer-treatment. The City Finance Department informed Mr. Gillespie that he could apply for a winter average, which he did for a couple of his properties; however, his property at 812 3rd Avenue Southwest did not qualify because it did not meet the requisite amount of landscaped area, 25% of the total, on his property.

Appellant Gillespie reviewed and discussed PowerPoint slides depicting family-residential, summertime uses at his property. He concluded that it is only fair that every residentially owned income property should not have to pay 100% sewer charge on all of the water being used through the summer months.

Mayor Kelly asked the will of the Commission.

Commissioner Tryon moved, seconded by Commissioner Wolff, that the City Commission deny the utility rate objection on the grounds that the challenged utility rate provisions are not unfair, inequitable or unreasonable.

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

Mayor Kelly inquired how long the existing rate structure has been in place.

Planning and Community Development Director Craig Raymond responded that the rate structure has been in place for quite some time and the City has exercised its authority to set rates, charges and classifications for its wastewater utility through a Commission adopted resolution.

Mayor Kelly disagreed with Mr. Gillespie's parallel that residential zoning should have residential utility fees attached; however, the City's utility rate structure may need to be reviewed.

Commissioner Wolff received clarification that a study would be expensive and time intensive for City staff because it is already short-staffed.

Commissioner Tryon disagreed with Mr. Gillespie's utility rate objection being unfair, inequitable or unreasonable; however, other options need to be considered to expand the residential designation to at least four-plexes, and expand on the definition for the availability of the winter rate. Commissioner Tryon commented that he would adhere to the motion on the floor; however, he recommended going forward with option 3 from the agenda packet.

Commissioner McKenney concurred with Commissioner Tryon's recommendations and he added that changes need to be made.

Commissioner Wolff commented that gathering more information from City staff would be helpful and she concurred with the recommendations of Commissioners Tryon and McKenney.

Commissioner Hinebauch concurred with Commissioner Tryon and McKenney's recommendation and he added that the percentage for greenspace needs to be evaluated.

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

Motion carried 5-0.

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ADJOURNMENT

There being no further business to come before the Commission, **Mayor Kelly moved, seconded by Commissioner Tryon, to adjourned the special meeting of August 10, 2022, at 4:25 PM.**

Motion carried 5-0.

Mayor Bob Kelly

Deputy City Clerk Darcy Dea

Minutes Approved: September 6, 2022

DRAFT

JOURNAL OF COMMISSION PROCEEDINGS
August 16, 2022

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, Eric Hinebauch, Joe McKenney, Rick Tryon and Susan Wolff. Also present were City Manager Greg Doyon and Deputy City Manager Chuck Anderson; Finance Director Melissa Kinzler; City Attorney Jeff Hindoien and Deputy City Attorney David Dennis; Police Chief Jeff Newton; and, City Clerk Lisa Kunz.

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: None.

COMMUNITY INITIATIVES

1. UPDATE FROM CASCADE COUNTY SHERIFF'S OFFICE – SHERIFF JESSE SLAUGHTER.

Sheriff Jesse Slaughter provided the following updates:

- Influx in crime
- Drug detection canine “Oz” is completing his training
- Staffing shortages include detention officers and deputies
- A public safety mill levy is being proposed this year to increase pay, school safety, pre-trial services, and prosecutory services to build that infrastructure for the future

Mayor Kelly suggested Sheriff Slaughter come back for a work session to educate the Commission more about the County proposed public safety mill levy.

2. PETITIONS AND COMMUNICATIONS

Jeni Dodd, City resident, suggested the list of organizations that have requested ARPA funds through the City be made available, and that organizations that have received ARPA funding from Cascade County be considered. She opposed Great Falls Development Authority’s request for CARES funds in the amount of \$1.4 million dollars to provide gap funding for the Milwaukee Station project. She concluded that CARES and ARPA were meant to benefit the majority of residents in the funding area.

Ross Quick, City resident, commented that homelessness is a nationwide problem. If the pastor’s plans for the homeless would have gone as planned for the First United Methodist Church, it could have been a model for the state and possibly the nation. He suggested connecting with other cities to discuss what worked and what did not work in their communities.

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Jeff Faulk, City resident, commented that he is homeless, not because he is lazy but because he is disabled. He does not think chasing the homeless away from the encampment was the right solution. Homeless people with addictions need a place to go to dry out.

Talon Harrington, City resident, commented that his dog was attacked by a pit bull on July 1, 2022. He called the non-emergency number to report the attack and was referred to Animal Control. When he left a voicemail for Animal Control on July 5, the recorded message said someone would get back to him within one business day. He expressed concern about the lack of response and no way to leave a message, as the voicemail box is now full. Something needs to be figured out to address these types of situations properly.

Eleanore Ahenakew Lamere, City resident, suggested Covid funds be used to solve the problem of homelessness.

NEIGHBORHOOD COUNCILS

3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

BOARDS AND COMMISSIONS

4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Joan Redeen, Business Improvement District (BID), 318 Central Avenue, announced that artists are in the process of installing several new murals in downtown Great Falls during ArtsFest Montana. She invited everyone to join the BID tomorrow evening for an artist reception from 6:00-8:00 pm in the alley behind Dragonfly Dry Goods.

CITY MANAGER

5. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon announced that contact information for a specialist has been provided on the table in the back of the Chambers for people experiencing homelessness or needing a resource.

The Great Falls Police Department swore in three new officers today – Abby Rodseth, Stephen Horn and Kasey Whitsitt.

Great Falls Fire Rescue is fully staffed with the addition of a new Deputy Fire Marshal, Jerry Pospisil, and four probationary firefighters that will be assigned to platoons when they complete academy training in October.

The City is still recruiting for a Public Works Director, as well as an Interim Director in the event they are not able to secure and appoint a full time director in the near future.

The Commission received Tom Hazen’s memo summarizing options with regard to Great Falls Development Authority’s request for an allocation. He asked that the Commission provide

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direction during Commission Initiatives whether to schedule the topic for a work session or if they need additional information.

He recently attended the Montana Municipal Interlocal Authority board retreat in Anaconda.

Commissioner Tryon requested an update on the status of the Sanitation Department workforce.

Manager Doyon responded that he does not have firm numbers tonight, but will provide an update.

CONSENT AGENDA.

6. Minutes, August 2, 2022, City Commission Meeting.
7. Total Expenditures of \$2,176,455 for the period of July 15, 2022 through August 3, 2022, to include claims over \$25,000, in the amount of \$1,421,889.
8. Contracts List.
9. Grants List.
10. Approve a Professional Services Agreement in the amount not to exceed \$153,400 to Advanced Engineering and Environmental Services, Inc. (AE2S), for engineering services for the Hill 57 Booster Station Improvements and authorize the City Manager to execute the agreement documents. **OF 1056.1**

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

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

Motion carried 5-0.

PUBLIC HEARINGS

11. **ORDINANCE 3247, APPROVING THE AMENDED AND RESTATED URBAN RENEWAL PLAN FOR THE DOWNTOWN URBAN RENEWAL DISTRICT AND TO APPROVE TWO STORM DRAINAGE PROJECTS AS URBAN RENEWAL PROJECTS.**

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

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Planning and Community Development Director Craig Raymond reported that the City of Great Falls adopted the Downtown Urban Renewal Plan in 2012 along with the creation of the Downtown Urban Renewal Area Tax Increment Financing (TIF) District. The “DURP” essentially is the blueprint or roadmap for how the City wants to accomplish what the TIF district is intended to accomplish. On occasion, new needs and priorities present themselves that drive the need for change. Recent amendments included the addition of the Civic Center Façade project, and three new TIF programs that included façade renovation, Environmental Safety and Code Compliance and Public Safety programs.

This request is for the Commission to consider an additional amendment to the plan in order to help fund a much needed public infrastructure improvement that is designed to benefit the greater public. The City’s Public Works Department is moving forward with two capital projects designed to address drainage issues within the Urban Renewal Plan area. The first project is designed to resolve flooding and ice buildup problems currently taking place within the alley behind the Celtic Cowboy and Hotel Arvon. This alley section, known as 2nd Avenue Alley, is located between Park Drive and 2nd Street South. Because there is almost no slope in the alley and buildings on either side block out sunlight, water has a tendency to pond in the alley and then turn to ice in wintertime conditions. Pedestrians regularly traverse the alley because there is a parking garage on the south side of the alley that hotel guests use.

The second project is much larger and designed to upgrade the capacity of the downtown storm drainage network. The proposed project area encompasses the streets and avenues bordered by 2nd Avenue North, 2nd Street, 4th Avenue South, and 5th Street. Additionally, the proposed project would include work from the intersection of 4th Avenue South and 2nd Street South to the east bank of the Missouri River. The project will involve adding storm drain inlets, increasing underground pipe capacity, and better conveying storm water to the Missouri River. The project is expected to take place between 2022 and 2027 and be divided into four distinct phases. The total cost of the project is estimated to be slightly over \$6.3 million. Funding for the project will come from three sources: ARPA Grant funds and City storm drain funds (\$3.8 million), and Downtown TIF funds (\$2.5 million). In order to reduce the financial impact on the TIF District’s cash balance, the request will be done in \$500,000 increments over the five-year project period. The current balance in the District is approximately \$4.1 million.

The Downtown Development Partnership reviewed the proposed projects and DURP amendment on June 22nd and voted to recommend approval of both. The Planning Advisory Board also considered the DURP Amendment and voted to affirm that the DURP was consistent with the City’s Growth Policy.

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

Commissioner Tryon inquired why there appeared to be two different TIF fund balances between agenda items 11 and 13.

Finance Director Melissa Kinzler responded it was due to timing of a debt service payment.

Mayor Kelly asked if there were any comments from the public in support of Ordinance 3247.

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Brett Doney, Great Falls Development Authority, 405 3rd Street NW, commented that the amendment is an absolute necessity. One storm event could set the downtown back years.

Peter Jennings, County resident, part owner of the Hotel Arvon and Celtic Cowboy, urged the Commission's support for the whole project, but specifically the alley behind the Celtic. The Hotel Arvon, as it is now, is a child of Downtown Urban Renewal and master planning. Approval of this project is risk reduction and liability reduction.

Jeni Dodd, City resident, commented that the alley is treacherous in the winter, and that these projects are a valid use of ARPA funds.

No one spoke in opposition to Ordinance 3247. Mayor Kelly closed the public hearing and asked the will of the Commission.

Commissioner Hinebauch moved, seconded by Commissioners McKenney and Wolff, that the City Commission adopt Ordinance 3247.

Mayor Kelly referred to a flooding event that occurred several years ago and inquired if these projects would rectify downtown flooding events.

Director Raymond responded that flooding occurred during that big rain event in very broad downtown areas. The area of the Home Builders Association and Great Falls Society of Architects floods more frequently. The projects address a significant area and the building that houses those two businesses is just a small beneficiary of the bigger area.

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

Motion carried 5-0.

12. RESOLUTION 10474, AMENDING PLANNING AND COMMUNITY DEVELOPMENT ENGINEERING FEES IN THE CITY OF GREAT FALLS.

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

Planning and Community Development Director Craig Raymond reported that the City Commission adopted fees to cover costs associated with the review of civil engineering plans and construction oversight for new development projects as well as providing project management of capital projects for other city departments about a year ago. Since that time, staff has had to adapt their strategy on how to ensure that development projects could keep moving forward despite the fact that the Planning and Community Development Department (PCD) does not currently have a PCD engineer available to review projects. The City has hired a third party consulting engineer to assist with the review of said projects and provide construction oversight while the City continues to recruit engineering staff. In consideration of the planning fund balance and sensitivity to general fund investment, staff finds that directly passing along consultant fees is the only other available option under the circumstances.

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Resolution 10474 enables the pass-through of the fees that will be incurred by the City related to those development projects that are assigned to the consultant while the City is recruiting a PCD engineer. He also recommends that the City maintain a relationship with the third party engineer even when a PCD engineer is fulfilling the role to keep up with volume when development activity spikes.

Mayor Kelly asked if the Commission members had any questions of staff. No one responded.

Mayor Kelly asked if there were any comments from the public in support of or in opposition to Resolution 10474.

Shyla Patera, City resident and representative of North Central Independent Living Services, submitted written comments generally in support of this agenda item, noting that something is needed to spur development in Great Falls and especially with housing. She expressed disappointment that disability accessibility and aging in place are not a part of community discussions as much as she had hoped.

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

Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10474, Amending Planning and Community Development Engineering Fees in the City of Great Falls.

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

Motion carried 5-0.

13. RESOLUTION 10476 AND RESOLUTION 10477, REQUESTS FROM THE DOWNTOWN DEVELOPMENT PARTNERSHIP (DDP) TO USE DOWNTOWN URBAN RENEWAL DISTRICT TAX INCREMENT FINANCING (TIF) FUNDS TO ASSIST WITH THE COST OF DDP OPERATIONS.

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

Planning and Community Development Director Craig Raymond reported that the Downtown Development Partnership (DDP) serves as the coordinating body for downtown development. DDP members include NeighborWorks Great Falls, the Great Falls Development Authority, the Great Falls Business Improvement District, the Downtown Great Falls Association, the City of Great Falls, Great Falls Public Schools, the Great Falls Area Chamber of Commerce, Neighborhood Council #7, the City of Great Falls Parking Advisory Commission and Historic Preservation Advisory Commission, Cascade County, and other downtown advocates. Just one of many elements of the DDP's activities is acting as the recommending body to the City Commission for Downtown Urban Renewal District Tax Increment Financing requests.

The City has historically approved certain annual operating costs to be funded through the TIF district. The DDP has again requested reimbursement for similar or common items but has also

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substantially increased the request in a couple of key areas. For FY 2022, the new item is a request to pay 50% of the direct costs for the Downtown Business Development Officer (DBDO). The BID and the Great Falls Development Authority will split the remaining 50% of direct costs. The DBDO's primary duties include visiting existing businesses to identify opportunities and challenges, identifying businesses and real estate developers that would likely be good targets to attract to downtown, business development services, downtown investment marketing efforts, and coordination with downtown partners. Staff has consulted with outside counsel regarding this request and feels confident that the request is supportable and consistent with TIF statutes and the Downtown Urban Renewal Plan. The key will be to ensure that the activities of the officer will remain vested in the downtown and not pursuing other GFDA projects. Staff has requested that GFDA submit regular reports that provide key performance indicators showing eligible activity and measurable outcomes.

For FY 2023, many of the requests are the same or similar to previously approved items. In addition to the new Downtown Business Development Officer, the request also includes an additional request of \$47,475 to reimburse Artsfest Montana 2022. The estimated cost associated with each artist participating in ArtsFest is between \$7,550 and \$10,550. The DDP is requesting TIF funds to cover approximately 50% of the costs for all artists. This brings the total FY 2023 request to \$100,625.

Staff supports both requests and recommends approval from the City Commission.

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

Mayor Kelly noted the TIF fund balance of \$3,894,228.

Director Raymond responded that both requests definitely fit within the budget of the TIF fund.

Mayor Kelly asked if there were any comments from the public in support of Resolution 10476 or Resolution 10477.

Brett Doney, Great Falls Development Authority (GFDA), 405 3rd Street NW, commented that TIF money is used in such a way that leverages more private investment downtown to build up the tax base, but also to have a wonderful downtown for all residents to enjoy. The projects are good use of the TIF funds.

Joan Redeen, Business Improvement District (BID), 318 Central Avenue, commented that the BID is an active member of the DDP and is in support of both requests. They pursued and aggressively support a Downtown Business Development Officer. He is working on many projects and great things are happening. The BID supports the ArtsFest request as art is an economic driver and a tourism driver.

Sherrie Arey, City resident, and Executive Director for NeighborWorks Great Falls, commented that she serves on the DDP and BID boards. She supports both initiatives and the human capital that it takes to continue to grow Great Falls. The murals have made a difference in the alleys, as they are now a go to location for picture taking. The other activities that have traditionally been taking place in alleys are no longer there.

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Shyla Patera, City resident and representative of North Central Independent Living Services, submitted written comments in general support of the BID's requests, but would like community discussions on accessibility and to see what the BID is going to do for neighborhoods as well as downtown. She suggested community discussions on how to incorporate neighborhoods into the workings of the BID.

Speaking in opposition to Resolutions 10476 and 10477 was **Kevin Westie**, 602 35th Street North. Mr. Westie is opposed to anything relating to tax increment financing.

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

Commissioner Hinebauch moved, seconded by Commissioner Wolff, that the City Commission adopt Resolution 10476 to allow the use of up to \$53,884 in Downtown Urban Renewal District Tax Increment Financing funds to assist DDP operating costs for fiscal year 2022.

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

Commissioner Tryon inquired how the artists are chosen to participate in ArtsFest.

Director Raymond responded that his department has no involvement in choosing artists. His department does review invoices before checks are written.

Joan Redeen, BID, explained that the BID contracts with San Francisco artist Cameron Moberg, who does mural festivals throughout the United States and world, and Cameron contracts directly with the artists. What each artist is funded is between Cameron and the artists. It is largely based upon their mural experience.

Commissioner Tryon inquired if any of the artists involved were friends or family or had any kind of business or other relationship with the organizations associated with ArtsFest.

Joan Redeen responded that there are no conflicts of interest as Cameron curates the artists.

Commissioner McKenney commented that the positive change downtown is amazing. Some of the change is due to economic development tools of the City – tax increment financing and tax abatements. The downtown area has used the tax increment financing in a very positive manner and it is working the way it is supposed to work. He is fully in support of both Resolutions.

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

Motion carried 5-0.

Commissioner Wolff moved, seconded by Commissioner McKenney, that the City Commission adopt Resolution 10477 to allow the use of up to \$100,625 in Downtown Urban Renewal District Tax Increment Financing funds to assist DDP operating costs for fiscal year 2023.

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

Commissioner Wolff expressed appreciation to all involved in ArtsFest, adding that this year's art is exceptional.

Mayor Kelly noted that there are artists here from Browning, Argentina, Toronto and other parts of the world.

Mayor Kelly called for the vote.

Motion carried 5-0.

OLD BUSINESS

NEW BUSINESS

14. CDBG REVOLVING LOAN FUNDS REQUEST FROM C. DANIEL BATEMAN, OWNER OF THE MADISON APARTMENTS, LLC, LOCATED AT 1109 6TH AVENUE NORTH.

Planning and Community Development Director Craig Raymond reported that there has been a lot of discussion recently about the intensifying demand for housing in Great Falls, especially affordable housing. The City offers a Housing Rehabilitation Loan Program through the use of Community Development Block Grant funds. This Program offers loans to low income residents and landlords of affordable and low-income housing units to make necessary upgrades to their properties. These loans are offered at no interest. There are three loan programs that are administered by Planning and Community Development staff:

1. Residential Improvement Loans: These funds are used primarily to assist single family homeowners in the low to moderate-income range to make necessary repairs to bring their homes up to code make them safer places to live.
2. Rental Improvement Loans: These funds are used to assist property owners to make code-related repairs to rental properties. In order for a request to be eligible for program funds, tenants must meet income eligibility criteria - meaning that at least 51% of tenants must be low to moderate income.
3. Emergency Loans (Rental & Residential): The objective of this program is to stabilize and improve necessary services such as water and sewer by providing financial assistance to landlords and homeowners who own their property. The program requires loan re-payment to begin at a 0% interest rate when the emergency repair project reaches substantial completion.

About a year ago, staff was approached by the loan applicant, Dan Bateman, who has recently purchased the former Cambridge Court assisted living property located at 1109 6th Avenue North. The property contains a vacant, 5-story building that was constructed in 1929. For many years, it was utilized as an assisted living facility until the operators closed their business in 2019. Since then, the building and grounds have started to fall into a condition of disrepair. The applicant wishes to make a significant investment in renovating the building to convert the original 90

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assisted living rooms into 50 apartment units (23 2-bedroom and 27 1-bedroom). Projected rents would range from \$652 per month to \$999 per month. The applicant's major investments include installation of a fire alarm system, fire sprinklers, new windows, new water and sewer service lines, elevator testing, and electrical service to apartment units.

There are a lot of caveats to using this program. These apartments are intended to be affordable housing units due to the use of CDBG funds. Because this specific project exceeds the \$100,000 per project maximum, City staff cannot directly authorize the loan administratively. Staff is excited to see a vacant, historical building that has been falling into disrepair being proposed for redevelopment. Staff recommends the Commission consider and approve the CDBG Revolving Loan Fund request.

Commissioner Tryon moved, seconded by Commissioner Hinebauch, that the City Commission approve the CDBG Revolving Loan Fund request from C. Daniel Bateman, owner of the Madison Apartments, LLC, in an amount not to exceed \$1,200,000.

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

Dan Bateman, City resident and Applicant of the CDBG loan funds, commented that zero percent interest money is what needs to come to the table when looking for affordable housing. He works at Pasta Montana. Most of their workforce labor cannot afford \$1,250 to \$1,400 per month for rent or it would be very difficult for the vast majority. He explained that Pasta Montana hired an entry-level managerial person. That employee could not find anything in Great Falls for under \$1,000 per month. That was his inspiration to start looking for something that could be rehabilitated to address the need for low income and workforce housing. That is when he came to find the Cambridge Court for sale. The CDBG funds would be utilized to assist in addressing some of the needs for workforce housing in Great Falls.

Jeni Dodd, City resident, commented that this is a good use of CDBG money. With the extensive work that would need to be done, she inquired if this request is a gap loan and if the developer had funding in place from a bank to complete the project.

Sherrie Arey, City resident, NeighborWorks Great Falls, commented this project will be a wonderful opportunity for workforce housing that is close to downtown.

Brett Doney, City resident, Great Falls Development Authority, commented that the CDBG loan program has proven to be a great tool. He urged Commission support of this fantastic, affordable housing project.

Shyla Patera, City resident and representative of North Central Independent Living Services, submitted written comments hoping that Cambridge Court will be remodeled to reflect current trends and that best supports low-income residents.

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

In response to Ms. Dodd's inquiries, Director Raymond responded that the CDBG loan does not fully finance the project. The developer is financing a substantial amount. The City will receive

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a commitment letter from the developer's funding agency or institution in order for the project to move forward.

Mayor Kelly inquired about income requirements.

Director Raymond responded that he does not have the exact figures tonight, but will provide the exact numbers at the next meeting.

Commissioners Tryon and Wolff expressed appreciation to the applicant.

Commissioner McKenney inquired if the applicant was ready to get started on the project or if he was waiting on anything.

Applicant Bateman commented that there certainly are delays associated with an historic building. CDBG requires historical reviews as part of the process that will slow down the project early on. Also, he will not start any of the water related work until the spring. His projected completion date is August of 2024.

Commissioner Hinebauch inquired if the \$1.2 million CDBG loan was included in the \$3.2 million total debt on the project and was responded to in the affirmative.

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

Motion carried 5-0.

ORDINANCES/RESOLUTIONS

15. RESOLUTION 10461, 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 1, 2022. With this valuation, the City can now compute and set its annual mill levy.

The total mill levy for Tax Year 2022 (FY 2023) is 211.50 mills totaling \$22,295,632. This includes mills for the general levy, Permissive Medical Levy, and the Soccer Park General Obligation Bond levy.

During the pandemic, the City did not utilize any available tax increases in FY2021 or FY2022. It was identified during the FY2023 budget process that this was not sustainable for a third year. The City is utilizing 3.37 inflationary carry-over mills and the current inflationary factor to balance the General Fund budget. The City Commission adopted the budget using the full inflationary amount available and the full permissive medical levy available.

Based on the new certified mill value the increase to a property owner with a \$200,000 market value home is \$23.04/yr., and for a \$100,000 market value home the increase will be \$11.52/yr.

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This year's newly taxable property reported by the MTDOR will generate additional revenue of \$532,812. The Tax Increment District taxable value increased from \$3.5 million to \$3.8 million for FY2023. The revenue generated from this new increment goes directly to the tax increment districts and not the general fund or other taxing jurisdictions.

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 the appeals/abatement requests are processed. The additional revenue of \$132,812 not included in the FY2023 adopted budget will be used to offset any uncollected taxes throughout the year and/or to the general fund unreserved fund balance.

The FY 2023 Budget was adopted July 19, 2022. Setting the mill levy for Tax Year 2022 (FY 2023) is the last step in the adoption of the FY 2023 City of Great Falls Budget.

Commissioner Wolff moved, seconded by Commissioner McKenney, that the City Commission adopt Resolution 10461.

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

Jeni Dodd, City resident, opposed taxing Great Falls residents instead of using all of the City's available CARES/ARPA funds towards its own expenses.

Brian Cayko, 44 34th Avenue NE, submitted written comments in opposition to the use of public tax dollars to support private non-profits.

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

Mayor Kelly noted that the budget process is onerous, burdensome, tedious, and detailed. He complimented Finance Director Kinzler and staff for making great presentations to the City Commission, as well as the Commissioners who are relatively new to this process.

Commissioner Tryon commented that he understands the concern about the use of ARPA/CARES funds. His position from the beginning was that the City should have used every penny for City infrastructure and other needs. However, had the Commission decided to do that it would not change what the Commission has to do with the budget and tax levy. It is not an easy vote. It is not a popular thing to do but it is the responsible thing to do.

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

Motion carried 5-0.

16. ORDINANCE 3248, ASSIGNING R-2 SINGLE-FAMILY MEDIUM DENSITY ZONING TO LOT 4A, LOT 5A, AND LOT 8 OF PARK GARDEN TRACTS ADDITION.

Planning and Community Development Director Craig Raymond reported that the owners of the properties addressed as 2715, 2903 and 2917 Park Garden Lane submitted applications in December 2021 to annex their properties into the City for the purpose of connecting to City water

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and sewer utilities. Residents along Park Garden Lane approached City staff to discuss annexation after utility mains were extended along Park Garden Lane as part of the Foxwood Estates project. Their intent was to connect to water and sewer utilities before Park Garden Lane was paved to prevent disturbing the newly paved asphalt roadway. The applicants were permitted to connect to water and sewer utilities prior to the completion of annexation with the understanding that if for any reason the annexation is not completed, the property owners will be required to disconnect from the City's water and the sewer mains.

The annexation request is for three properties: Lot 4A, owned by Timothy and Deborah Murphy, which consists of approximately 3.507 acres, Lot 5A, owned by Alexander and Celia Blewett, which consists of approximately 2.132 acres, and Lot 8, owned by Tom and Debra Lewis, which consists of approximately 1.85 acres. All are contiguous to the existing City limits on the west side of the Park Garden Lane right-of-way, which was annexed into the City as part of Foxwood Estates in 2018.

The zoning that is proposed to be applied upon annexation is R-2 Residential Medium Density. Although each lot is significantly larger than the typical R-2 zoned parcel, it is the best fit considering adjacent zoning and character of the surrounding neighborhood.

Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the City Commission accept Ordinance 3248 on first reading and set a public hearing for September 6, 2022.

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

Commissioner Wolff inquired if Park Garden Estates was located in the county. Director Raymond responded that he would get that information to her. Fox Wood Estates was annexed in 2018.

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

Motion carried 5-0.

17. ORDINANCE 3249, AMENDING TITLE 17, CHAPTER 4, CHAPTER 8 AND CHAPTER 20 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS PERTAINING TO USE OF LAND WITHIN THE CITY OF GREAT FALLS FOR COMMERCIAL MARIJUANA BUSINESS ACTIVITIES.

City Attorney Jeff Hindoen reported that before the Commission is first reading and consideration to set or not set a public hearing for September 6, 2022 on Ordinance 3249. As discussed extensively in several work sessions, this is one piece of a multi-faceted process that the City is undertaking relating to the issue of commercial marijuana activities in the City of Great Falls. As set forth in the agenda report, the Commission took action over a decade ago when medical marijuana activities were first legalized in the State of Montana. After considerable amount of public input and consideration at that time, the City Commission made the conscious decision to not allow for any medical marijuana activities in City limits. That prohibition ordinance has been in place since that time.

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In November 2020, however, the Montana voters approved Initiative I-190 that legalized a range of adult use marijuana activities and commercial activities on a statewide basis. As enacted by the voters, I-190 contained a provision that specifically said a charter municipality, like the City of Great Falls, could not completely prohibit adult use marijuana activities.

The 2021 Legislature took that I-190 framework and modified it through HB 701, and pulled that express restriction out of the regulatory framework and set up a slightly different structure for regulating adult use and commercial marijuana activities.

This spring, a business owner submitted an application to the City for the issuance of a Safety Inspection Certificate (SIC) to operate an adult use dispensary in Great Falls. That application was not processed based upon the current prohibition ordinance. The business owners advanced a challenge to that denial. In April the Commission considered the applicants' appeal of that decision and, although the Commission voted 4-1 to deny their appeal, they also tasked City staff with preparing a package to be put to the voters of the City of Great Falls in November as to whether or not the City voters wanted to enact a specific prohibition of commercial marijuana activities as part of the City Code. Parallel to that City staff was also tasked with building a framework that would allow for commercial marijuana activities in the city if the voters made that decision not to prohibit those activities.

At the last meeting, the Commission adopted a resolution to submit the question to the voters for consideration on the November general election ballot.

For Commission consideration tonight is the parallel process that will create a framework allowing for commercial marijuana activities to occur in the City of Great Falls in the event that is the choice of the voters this fall. The City has also been on the receiving end of a lawsuit challenging its legal authority to prohibit or restrict these activities. It is also intended to become operative in the event there is a judicial ruling saying the City of Great Falls is obligated to allow for commercial marijuana activities in the city.

The requested action is that the Commission accept Ordinance 3249 on first reading and set the public hearing for September 6, 2022.

The drafted Ordinance, at this point, was based on staff's reading of input from the work sessions. As it is currently structured, it would allow for the manufacturing, cultivation and the industrial type aspects of commercial marijuana activities in the I-1 and I-2 zoning districts, and dispensary activities to occur in nearly all of the commercial districts. That framework was taken to the Planning Advisory Board/Zoning Commission last week. The board was unable to reach a consensus on what the framework ought to look like, but there was unanimous sentiment that they were not comfortable with allowing the dispensary land use in all commercial and mixed-use districts.

Commissioner Hinebauch moved, seconded by Commissioner McKenney, that the City Commission accept Ordinance 3249 on first reading and set a public hearing for September 6, 2022.

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

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Jeff Keller, 1424 3rd Avenue North, requested, if the marijuana initiative is passed by the voters or through the direction of a judicial decision, that it not be allowed in any residential areas and that it be confined to industrial or commercial zones only.

Melissa Gaspar, City resident, commented that she is a nurse practitioner. There were 147 opioid deaths in Montana. In 2018, use of medical marijuana was changed to allow for chronic pain as an acceptable diagnosis. Chronic pain is listed as a diagnosis for 30,000 out of the 40,000 current medical marijuana card holders. When medical marijuana was available in Montana and chronic pain was added, the opioid overdose deaths dropped in half from 5.7 per 100,000 [57] to 24. She does not think that was because Narcan prescriptions could also be handed out with opioid prescriptions.

Voters have already approved medical and adult use marijuana. She has never worried about any of her patients overdosing on marijuana. She discussed other Montana death statistics pertaining to alcohol use, cigarettes, and obesity. She would like to decrease the opioid deaths in Montana, and decrease prescriptions. One opioid pill can kill a person from an overdose, but it would take over 1,000 joints to overdose on marijuana.

Instead of using taxpayer money on an election that the voters already voted for, she suggested the regulations be amended and marijuana be allowed.

Talon Harrington, City resident, commented that he could drive out of city limits to get marijuana if he wanted to, but there are people who are disabled or have lower incomes that cannot. He is in favor of the way the zoning is proposed. It needs to be made accessible to all of the citizens in Great Falls if approved by the voters.

Brian Cayko, 44 34th Avenue NE, submitted written comments in opposition to Ordinance 3249. He does not support any use or sale of marijuana in the City.

There being no one further to address the Commission, Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Tryon is opposed to the ordinance as presented. His preference is to go back to the original framework of I-1 and I-2 zoning for all commercial activities. That language was changed after the previous work session based on one or two comments from two commissioners without the knowledge of the entire commission and moved forward to the Planning Advisory Board/Zoning Commission. The Planning Advisory Board/Zoning Commission unanimously voted to leave out the C-1 and C-2 language.

Because it was not agreed to by consensus, he suggested the original ordinance framework of I-1 and I-2 only be moved forward to the public hearing on September 6, 2022. At that time, the other zoning designation proposals could be added via an amendment after hearing from the public.

Commissioner Hinebauch spoke in support of the motion. He noted that there is limited commercial property in Great Falls industrial areas. He is not in favor of putting retail dispensaries in those areas. If passed by the voters for the second time, he believes it should be

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approached fairly and the zoning moved forward like anything else. He also noted a Cascade County initiative on the ballot for a sales tax on marijuana. Right now in Cascade County marijuana sales total \$1 million dollars per month.

Commissioner McKenney supports the current motion. He read the purpose of I-2 Heavy Industrial and I-1 Light Industrial, and noted that is not where the City puts retail stores. Should the voters approve marijuana sales in the City limits, he believes it should be zoned appropriately. It is a retail product. There is no danger to the public with a dispensary. His belief is that local government should strive for being less intrusive into the private sector. He suggested marijuana be allowed in the commercial zoning districts, noting that Tenth Avenue South is not a neighborhood and downtown is not a neighborhood.

Commissioner Wolff disagreed with Commissioners McKenney and Hinebauch. She does not support the current reading of the ordinance and motion. There are homes right off of Tenth Avenue South, there is downtown housing, and Whittier School is in the downtown area where commercial and retail is available. She would prefer to have marijuana limited in location and then see what happens. It could be expanded after that point. She is looking at this from an economic development and workforce development aspect for this community.

Mayor Kelly requested clarification of I-1 and I-2 zoning areas within the city as it pertains to accessibility to city residents.

Director Raymond responded that I-1 and I-2 zoning areas are located at different ends of the city.

Mayor Kelly commented that this is a strange situation to be discussing a “what if” when the City is not even sure exactly (1) how the voters are going to vote or (2) what the judge orders.

He supports the ordinance as presented. The voters already voted on marijuana and get a chance to vote on it again. The ordinance could be amended after the public hearing on September 6, 2022 or at a later date.

Commissioner Tryon pointed out that the voters did not vote for any kind of zoning whatsoever. There is nothing in this ordinance that affects what the people voted for in I-190. The Commission is not voting to make marijuana legal or illegal within the city limits of Great Falls. Recreational, adult use marijuana is currently and will continue to be legal for adults up to an ounce, regardless of what happens at the November 8 election. His objection is that the language the Commission is voting on today was not agreed to by a consensus of this Commission before it was passed on to the Planning Advisory Board/Zoning Commission.

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

Motion carried 3-2 (Commissioners Tryon and Wolff dissenting).

JOURNAL OF COMMISSION PROCEEDINGS
August 16, 2022

CITY COMMISSION

18. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Commissioner Wolff expressed appreciation to City departments that supported music and art activities in this community, the Back to School Blast held in the Convention Center and the painting of animal and bird tracks from Gibson Park to the Library.

Mayor Kelly announced the passing of Missoula Mayor John Engen, recognized his many contributions, and expressed heartfelt condolences.

19. COMMISSION INITIATIVES.

Mayor Kelly noted the memo received from Grant Administrator Tom Hazen pertaining to Great Falls Development Authority’s request for ARPA and CARES funds and requested staff to place it on an upcoming agenda for Commission discussion. No one objected.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Kelly, to adjourn the regular meeting of August 16, 2022, at 9:24 pm.**

Motion carried 5-0.

 Mayor Bob Kelly

 City Clerk Lisa Kunz

Minutes Approved: September 6, 2022



Commission Meeting Date: Sept 6, 2022
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

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

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECK RUNS FROM NEW WORLD	AUG 4, 2022 - AUG 24, 2022	667,766.03
ACCOUNTS PAYABLE CHECK RUNS FROM MUNIS	AUG 4, 2022 - AUG 24, 2022	6,231,008.64
MUNICIPAL COURT ACCOUNT CHECK RUN FOR	JULY 30, 2022 - AUG 15, 2022	9,287.50
MISC WIRES	JULY 26, 2022 - AUG 03, 2022	9,055.82
	TOTAL: \$	<u>6,917,117.99</u>

GENERAL FUND

CITY COUNTY

CITY COUNTY HEALTH DEPT	FY2022/2023 FINANCIAL SUPPORT FOR HEALTH DEPT	125,000.00
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SPECIAL REVENUE FUND

STREET DISTRICT

GREAT FALLS SAND & GRAVEL	TYPE B ASPHALTIC CONCRETE TYPE C ASPHALTIC	89,664.67
MRTE	OF 1781.0 LINCOLN ADA UPGRADES PMT/2	29,552.86

PLANNING & COMMUNITY DEVELOPMENT

GREAT FALLS TRANSIT DISTRICT	PASS THRU UPWP GRANT REIMBURSEMENT	29,228.07
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PARK DISTRICT

L'HEUREUX PAGE WERNER PC	INDOOR AQUATIC & REC CENTER DESIGN	31,396.22
SWANK ENTERPRISES	INDOOR AQUATIC & REC CENTER CONSTRUCTION	1,976,148.99

CAPITAL PROJECTS

CD ADMINISTRATION

TALISMAN CONSTRUCTION SERVICES INC	CIVIC CENTER FAÇADE	200,479.80
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ENTERPRISE FUNDS

WATER

LB 1106	800 DRY TONS ALUM	63,300.91
UNITED MATERIALS OF GREAT FALLS INC	OF 1648.1 SOUTHSIDE WMR PHASE II PMT 3	250,132.47

SEWER

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	285,489.11
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STORM DRAIN

WESTERN MUNICIPAL CONSTRUCTION LLC	OF 1463.1 VALERIA WAY 4 STORM DRAIN REPL PH 2 PMT/7	33,627.58
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SANITATION

CASCADE ENGINEERING	580-96 GALLON REFUSE CONTAINERS	36,502.20
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PARKING

STANDARD PARKING CORPORATION	PARKING PROGRAM CONTRACT	41,169.60
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INTERNAL SERVICES FUND

HEALTH & BENEFITS

HEALTH CARE SERVICE CORPORATION	BCBS HEALTHCARE/COBRA	316,789.66
HOME HEALTH OF MT PRIVATE SERVICES	IT STARTS WITH ME BIOMETRICS JULY 22	32,039.00
SUN LIFE FINANCIAL	SUNLIFE DENTAL & VISION JULY 2022	44,004.98

INSURANCE & SAFETY

MONTANA MUNICIPAL INTERLOCAL AUTHORITY	PROPERTY PROGRAM INVOICE	381,447.50
MONTANA MUNICIPAL INTERLOCAL AUTHORITY	LIABILITY PROGRAM INVOICE	1,282,132.00

INFORMATION TECHNOLOGY

SHI INTERNATIONAL CORP	WINDOWS SERVER CORE LICENSING UPGRADE TO 2022	35,688.96
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CENTRAL GARAGE

FRONTLINE AG SOLUTIONS	REPAIR OF WEED CUTTER MACHINE	25,490.86
MOUNTAIN VIEW CO-OP	GASOLINE/ FUEL	63,217.33

TRUST AND AGENCY

PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	57,340.00
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	68,487.48
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	141,350.77
US BANK	FEDERAL TAXES, FICA & MEDICARE	257,455.44
LABORERS INTERNATIONAL UNION	EMPLOYEE CONTRIBUTIONS	27,284.07

UTILITY BILLS

HIGH PLAINS LANDFILL	SANITATION CHARGES FOR JULY2022	97,315.52
NORTHWESTERN ENERGY	ML AUG 2022 CHARGES	25,695.50

CLAIMS OVER \$25000 TOTAL: \$ 6,047,431.55

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

DATE: September 6, 2022

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	Public Works – Engineering	Great Falls International Airport Authority	Perpetual	N/A	Utility Easement for extension of water and sanitary sewer mains located on Parcel 2 of COS S-0005051, located in the SE1/4 of Section 20, T20N, R3E, PMM, Cascade County, MT [The Easement parallels the south side of the Ulm North Frontage Road approximately 67 feet and extends into Great Falls International Airport Authority property approximately 38 feet OF 1783.0



Commission Meeting Date: September 6, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Fuel Delivery Service Agreement Extension
From: Doug Alm, Vehicle Maintenance Manager
Initiated By: Public Works Department
Presented By: Public Works Department
Action Requested: Approve the Fuel Delivery Service Agreement Extension

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) extending the Fuel Delivery Service Agreement with Mountain View Co-op for the period of September 7, 2022 to December 31, 2022.”

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 extending the Fuel Delivery Service Agreement with Mountain View Co-op for approximately a three month period to December 31, 2022.

Background:

The City Commission approved a bid award for gasoline and diesel fuel to Mountain View Co-op and entering into a Delivery Service Agreement in 2016, and approved a three-year extension to that Agreement in 2019.

The City intends to engage in a competitive procurement process and solicit bids for a new long-term fuel delivery agreement during the fall of 2022 for a new agreement to begin in January of 2023.

In the interim, City and Contractor mutually agree to extend the current term of the Agreement from September 6, 2022 to December 31, 2022.

Staff estimates the three month fuel use to be 33,000 gallons of unleaded gasoline, 38,000 gallons of number one diesel and number two diesel for an approximate cost of \$275,750.

Funds for the purchase of gasoline and diesel fuels are provided by individual department budgets. Central Garage tracks fuel usage and departments are billed for their actual use.

Attachments/Exhibits:

Amendment No. 1 to Delivery Service Agreement

AMENDMENT NO. 1 TO
DELIVERY SERVICE AGREEMENT

THIS AMENDMENT NO. 1 is entered into this 15TH day of AUGUST, 2022, by and between the City of Great Falls, a Municipal Corporation, P.O. Box 5021, Great Falls, Montana 59403, hereinafter referred to as "City," and Mountain View Co-op, 2200 Old Havre Highway, Black Eagle, Montana 59414, hereinafter referred to as "Contractor," and agree as follows:

1. The City Commission approved a bid award for gasoline and diesel fuel to Mountain View Co-op on September 6, 2016 and the City and the Contractor entered into a *Delivery Service Agreement* ("*Agreement*") for a three-year term; and

2. The *Agreement* provided an option for the City and the Contractor to extend its term for an additional three-year period and the City Commission approved that extension on August 6, 2019; and

3. That three-year extension is now expiring in September of 2022 and the City intends to engage in a competitive procurement process and solicit bids for a new long-term fuel delivery contract; and

4. The City intends to conduct that competitive procurement process during the Fall of 2022 for a new contract to begin in January of 2023; and

5. In the interim, the City and the Contractor mutually agree to extend the current term of the *Agreement* from September 6, 2022 to December 31, 2022; and

6. All other conditions and provisions of the *Agreement* entered into and approved by the Parties in 2016 and 2019 shall remain in full force and effect.

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

CITY OF GREAT FALLS, MONTANA

MOUNTAIN VIEW CO-OP

By _____
Gregory T. Doyon, City Manager

By 
Print Name DUSTIN JONES
Title ENERGY DIVISION MANAGER

ATTEST:

Lisa Kunz, City Clerk

*APPROVED AS TO FORM:

By _____
Jeffrey M. Hindoien, City Attorney

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



Commission Meeting Date: September 6, 2022
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Memorandum of Agreement (MOA) with the Montana Department of Transportation (MDT) for UPN 10190000 City Sidewalk Infill Project, O.F. 1651.0

From: Engineering Division

Initiated By: Public Works Department

Presented By: Public Works Department

Action Requested: Approve MOA Funding Agreement.

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (approve/not approve) the Memorandum of Agreement with the Montana Department of Transportation (MDT) for the UPN 10190000 City Sidewalk Infill project.”
2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Approve the MOA Funding Agreement.

Summary:

The proposed scope of the project includes the construction of new sidewalk, curb and gutter, ADA ramps, alley aprons, driveways, inlets, and valley gutters spanning 36 locations in the northwest quadrant of Great Falls. The overall project length is approximately 20,000 linear feet. Anticipated construction start date is summer 2024.

Background:

The City of Great Falls identified sidewalk gaps in the northwest quadrant of the City and proposed the project to Great Falls Technical Advisory Committee (TAC) for consideration for funding through the Federal-Aid Congestion Mitigation and Air Quality (CMAQ) improvement program.

TAC is part of the Metropolitan Planning Organization (MPO) that coordinates Transportation Planning in the Great Falls Urbanized Area and is required by Federal law for Urbanized Areas with central cities of 50,000 or more. The MPO process is coordinated by the City’s Planning & Community Development Department, who acts as the “host agency” for the MPO.

TAC approved this project on February 10, 2022, and recommended the project as the next priority project for use of CMAQ funds. On April 06, 2022 the Policy Coordinating Committee (PCC), the decision-making body for the MPO, approved this project and its inclusion in the Transportation Improvement Program (TIP).

Purpose:

This project will address the identified gaps in the pedestrian transportation network and provide an Americans with Disabilities Act (ADA) compliant route of travel to connect citizens to each other and larger arterial routes for travel to various public and private amenities. Connecting the sidewalk network will improve the functional and aesthetic properties of the area and connect all citizens while providing a means of independence to the young and old and those with disabilities in the area.

Workload Impacts

MDT will develop the project including engineering analysis, surveying, design, public involvement, environmental documentation, clearances, plans preparation, acquisition of all appropriate permits, and the provisions of other services required to complete the preconstruction phase. The City will provide appropriate and timely input during the project development and issue local permits for applicable construction activities.

Project Work Scope

The proposed scope of work generally includes: approximately 20,000 lineal feet of curb and gutter; 98,000 square feet of 4-inch sidewalk; 5,400 square feet of 6-inch reinforced concrete; 12 storm drain inlets and associated piping; 38 ADA complaint curb ramps and surface restoration.

Conclusion

The project will result in an Americans with Disabilities Act (ADA) compliant route of travel to connect citizens to each other and larger arterial routes for travel to various public and private amenities, with a focus on schools, parks and shopping. The project will also improve safety for pedestrians and other users.

This project is compatible with the City's adopted growth policy. The project has been selected, prioritized, and executed in accordance with the Public Works Capital Improvement Program. This is budgeted in the Street Division Enterprise Fund under the expense line item identified as Improvements Other Than Buildings.

Fiscal Impact:

The Federal funds available under this program are used to finance transportation projects that improve air quality. Congestion Mitigation and Air Quality (CMAQ) improvement funds are part of a mandated federal surface transportation funding set-aside, intended to reduce automobile emissions through various methods, such as reducing vehicle idling times, reducing congestion and reducing the number and frequency of vehicles on the road by providing for alternative modes of transportation, such as walking, biking or transit. Allocations are based on a per capita distribution and are recalculated each decade following the census.

The current estimated project cost for design and construction, is \$4,700,000. The City will be required to provide a 13.42% match of \$630,740 in order for the project to be eligible for CMAQ funding. The City's matching funds will be provided through the City's Street Fund.

Alternatives:

The City Commission could vote to not approve the MOA Funding Agreement with MDT, effectively cancelling the project. This action would result in delaying the construction of sidewalks and potentially burdening the City with total costs of design and construction of the sidewalks.

Attachments/Exhibits:

MOA Funding Agreement

Vicinity Maps

**MEMORANDUM OF AGREEMENT
 BETWEEN CITY OF GREAT FALLS AND THE MONTANA DEPARTMENT OF
 TRANSPORTATION FOR UPN 10190000
 CITY SIDEWALK INFILL PROJECT**

This Memorandum of Agreement (MOA) by and between the City of Great Falls, (CITY), P.O. Box 5021, Great Falls, MT, and the Montana Department of Transportation, (MDT), 2701 Prospect Ave, Helena, MT, establishes the funding and commitments for the new construction of the CITY SIDEWALK INFILL in GREAT FALLS, UPN 10190000 (PROJECT).

The work will occur at various locations on off-system, local routes in the northwest quadrant of the City of Great Falls. The PROJECT scope includes the construction of new sidewalk, curb and gutter, ADA ramps, alley aprons/driveways, inlets, and valley gutters spanning 36 locations in the northwest quadrant of Great Falls. The overall project length is approximately 20,000 linear feet.

WHEREAS, MDT is responsible for assuring the planning, design, approvals and environmental clearances, construction and maintenance of state and federally-designated highway system facilities provide for the benefit of the traveling public in a safe and efficient manner in accordance with Title 23 United States Code (USC) and related federal regulation and guidance and Title 60, Montana Code Annotated (MCA); and,

WHEREAS, MDT and Federal Highway Administration (FHWA) will participate in the development and construction of the PROJECT upon agreement by the CITY to the conditions set forth; and,

WHEREAS, the CITY agrees this PROJECT is and will remain the Great Falls Congestion Mitigation & Air Quality (CMAQ) funding priority until constructed; and

WHEREAS, the current estimated cost for all phases is approximately \$4,700,000 including indirect costs; and,

WHEREAS, the identification of duties and responsibilities will be mutually agreed upon between the parties and is essential to the overall development of this PROJECT.

NOW THEREFORE, the signatory parties set forth below the fundamental duties and responsibilities necessary for this PROJECT.

I. PROJECT DESCRIPTION

The intent of the PROJECT is to construct new sidewalks to address existing gaps and improve ADA accommodations at 36-locations within the northwest quadrant of Great Falls. The PROJECT scope includes the construction of new sidewalk, curb and gutter, ADA ramps, alley aprons/driveways, inlets, and valley gutters. The overall project length is approximately 20,000 linear feet on off-system, local routes. See Attachment “B” for a map of the specific locations for the PROJECT.

II. PROJECT DEVELOPMENT

MDT will develop the PROJECT including engineering analysis, public involvement, design, environmental documentation, clearances, plans preparation, acquisition of all appropriate permits, and the provisions of other services required to complete the preconstruction phase (PE).

III. FUNDING

A. All Parties:

It is understood and agreed between the parties that: Section 17-1-106 MCA requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs. These costs are in addition to direct PROJECT costs. MDT’s indirect cost rate is determined annually as a percentage of the PROJECT’s direct costs to cover the PROJECT’s share of MDT’s indirect costs as defined by 2 CFR Part 200, Appendix VII. MDT’s current indirect cost rate is 10.71% for fiscal year 2023 (July 1, 2022 to June 30, 2023). For this PROJECT, MDT billings to the CITY will include a charge for the indirect costs at the current fiscal year indirect cost rate. This amount will be applied toward the total PROJECT contribution of the CITY. If this project extends across more than one fiscal year, more than one annual rate will be involved, as the rates may change during the life of the PROJECT.

- 1. Current PROJECT cost estimate for all phases is \$4,700,000, this includes IDC and inflation.

Total Project Cost	Local Match (13.42%)	CMAQ Funds (86.58%)
\$4,700,000	\$630,740	\$4,069,260

PROJECT funding sources include:

CMAQ funds FFY 2025 ¹ :	\$	<u>14,600,000</u>
	\$	14,600,000

The CITY will be responsible for providing the required match (13.42%) for all costs associated with the project including PE.

- 2. The parties agree and understand that the PROJECT will not be programmed for the construction phase until a funding package for all improvements, including contingencies and overruns, is in place to MDT’s satisfaction.

B. CITY:

- 1. Agrees to and acknowledges its responsibility for all costs associated with the PROJECT including PE.
- 2. Will provide any necessary local and associated indirect costs to MDT within thirty (30) days of billing. MDT will not submit programming requests to FHWA for individual project phases until the required matching funds and funds for costs in excess of available federal funds, if any, have been transferred to MDT.
- 3. Will transfer funding for non-federal/non-state provided costs for the PROJECT within thirty (30) days of MDT billing.
- 4. Agrees to and acknowledges its responsibility for all costs associated with the PROJECT in excess of available Great Falls’ CMAQ funds.
- 5. Is responsible for 100% of non-federal aid eligible costs and payback of state and federal funds expended on the PROJECT if required.

¹ Congestion Mitigation and Air Quality (CMAQ) funds available is dependent on the delivery year of the PROJECT.

6. Agrees, if the CITY terminates PROJECT development at any time, it will reimburse MDT for any and all costs incurred by MDT, including any required payback of Federal funds already expended on the PROJECT, up to the date of stoppage.
7. Will develop a comprehensive financial plan, for MDT review and approval, for the PROJECT. The financial plan must address sources of funds in the event of unanticipated cost overruns. This financial plan must be approved before MDT will request programming for the construction phase of the PROJECT. This financial plan must demonstrate that all components of the PROJECT, will be completed and operationally consistent with the recommendations of the environmental documents described in the Environmental section of this agreement.

C. MDT:

1. Will allocate available CITY funding, and CITY's CMAQ funds for all phases of this PROJECT.

IV. CONTRACT AWARD ADMINISTRATION

A. CITY:

1. Will pay MDT immediately upon receipt of an invoice from MDT. If payment is not received by MDT within 30 days of the date of the invoice, project will not be advertised and interest on the unpaid amount will accrue at the rate of 10% per year and continue to accrue until paid in full.
2. Payment will be coordinated through MDT's Administration Division and will be provided to MDT in the form of a single check to be deposited and credited to this project.
3. Checks must be made payable to the "Montana Department of Transportation" and sent to:

Montana Department of Transportation
 Attention: Collections
 P.O. Box 201001
 Helena, MT 59620-1001

The contact for billing and accounting questions for the MDT shall be:

Ben Ternes
 Accounting Systems Operations
 PO Box 201001
 Helena, MT 59620-1001

The contact for billing and accounting questions for the CITY will be:

Russell Brewer, P.E., Sr. Engineer
 Public Works Department, Engineering
 P. O. Box 5021
 Great Falls, MT 59403

4. If the Federal Highway Administration (FHWA) requires a reimbursement or return of any federal funds because a PROJECT doesn't advance due to CITY's failure to make any scheduled payment, the CITY agrees it will reimburse MDT for those federal funds within thirty (30) days of billing.

B. MDT:

1. Will provide a detailed breakdown of all estimated PROJECT costs and bill the CITY accordingly for local contribution necessary to complete the funding package. The locals will be billed in advance for construction of the PROJECT no more than (60) days before bid opening.
2. Will bid, award, and administer the construction contract for the PROJECT once a complete funding package is in place, in accordance with typical MDT procedures, including obtaining concurrence of award from FHWA.
3. Will not let the PROJECT contract without the CITY's concurrence if the bid price exceeds the available funds or exceeds the engineer's estimate by more than 10%. If the CITY does not concur the PROJECT will not be awarded, since the CITY is also responsible for the cost increase. If the CITY does concur, the PROJECT will be awarded, and the CITY will be billed accordingly.

C. All Parties:

1. Understand it is possible the PROJECT estimate may be exceeded once construction has begun, and any change orders, increases, or unforeseen expenses above available CMAQ funding will be borne by CITY. It is agreed that the CITY does not have the ability to veto or delay any change orders deemed necessary by MDT.
2. Understand the CITY will submit payment to MDT within thirty (30) days of billing. If payment is not made within that thirty (30) day period, interest on the unpaid amount will accrue at the rate of 10% per year and continue to accrue until paid in full. If the CITY is billed for additional funds, MDT will not participate in any future funding agreements with the CITY until full payment, including interest, is received from the CITY.
3. Understand within six (6) months after the PROJECT has been finally accepted with the final costs submitted, the MDT will submit a final statement to the CITY. The final statement will be in the form of an invoice and provide details of any expenses that may be identified as "miscellaneous," billing the CITY for cost overruns, or it will be a check, for overpayment by the CITY. The CITY will submit payment to the MDT within thirty (30) days of billing. If payment is not made within that thirty (30) day period, interest on the unpaid amount will accrue at the rate of 10% per year and continue to accrue until paid in full. If the CITY is billed for additional funds, MDT will not participate in any future funding agreements with the CITY until full payment, including interest, is received from the CITY.

V. GENERAL TERMS AND CONDITIONS

- A. Term – The term of this Agreement shall be ten (10) years. After the initial ten (10) year term, this Agreement will renew automatically, for successive one (1) year terms, unless superseded by a new Agreement between the parties.
- B. Termination – This Agreement may be terminated by MDT if the CITY violates or breaches any term, condition, or article of this Agreement and the CITY has failed to correct (or reasonably initiate correction) within 60 days of receiving notice in writing addressed to the CITY’s representative, of such violation or breach of any term, condition, or article of this Agreement.
- C. Other Agreements – Other Agreements pertaining to the PROJECT area remain in full force and effect. In the case of a conflict between this Agreement and a previously executed Agreement, the terms of this Agreement apply.
- D. Hold Harmless & Indemnification
- i. The CITY agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the CITY’s employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of the CITY, its agents, or sub-contractors, under this Agreement, except the negligence of MDT.
 - ii. The State and Department of Transportation agrees to protect, defend, indemnify, and hold the CITY, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT’s employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this Agreement, except the negligence of the CITY.
- E. Insurance
- i. General Requirements: Each party shall maintain for the duration of this Agreement, at its own cost and expense, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in this Agreement by each party, its agents, employees, representatives, assigns, or sub-contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
 - ii. General Liability Insurance: Each party shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1 million per occurrence and \$2 million aggregate per year to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Mont. Code Ann. Title 2, Chapter 9.

- iii. General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each party must notify the other immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. Each party reserves the right to request complete copies of the other party’s insurance policy or self-insured memorandum of coverage at any time.
- iv. Workers’ Compensation Insurance: The CITY must maintain workers’ compensation insurance and require its contractors and its contractor’s sub-contractors to carry their own workers compensation coverage while performing work within MDT right-of-way in accordance with Mont. Code Ann. §§39-71-401 and 39-71-405. Neither the contractor nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

F. Public Safety

It is agreed, if any repairs to the elements of the PROJECT must be performed to address or prevent a public hazard, the CITY will immediately protect the area from public access, contact the appropriate MDT District Maintenance Office, and make reasonable and timely effort to correct or repair the hazard.

G. Invoicing and Indirect Cost (IDC)

- i. If MDT incurs any costs resulting from this Agreement, MDT shall be entitled to be compensated for such costs by the CITY and the CITY shall pay the same within thirty (30) days of its receipt of such invoices.

Mont. Code Ann. §17-1-106, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct PROJECT costs. MDT’s IDC rate is determined annually as a percentage of the PROJECT’S direct costs to cover the PROJECT’S share of MDT’s IDC as defined by 2 CFR Part 200, Appendix VII. MDT’s current IDC rate is 10.71% for fiscal year 2023 (July 1, 2022 to June 30, 2023). If the work occurs or extends into fiscal year 2022 or beyond the IDC rate will be charged at the rate agreed to by MDT and the Federal Highway Administration (FHWA).

- 1. Invoice will be sent to:

Russell Brewer
 Public Works Department, Engineering
 P.O. Box 5021
 Great Falls, MT 59403

- 2. Payments shall be made to:

Montana Department of Transportation
 Attention: Collections
 2701 Prospect Avenue
 PO Box 201001
 Helena, MT 59620-1001

- H. Choice of Law and Venue – This Agreement shall be governed by the laws of Montana. The parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees except as otherwise noted in this agreement. In case of conflict between the terms and conditions of this Agreement and the laws of the State of Montana, the laws of the State of Montana shall control.
- I. Binding Effect -- The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.
- J. Relationship of Parties -- Nothing contained in this Agreement shall be deemed or construed (either by the parties hereto or by any third party) to create the relationship of principal and agent or create any partnership joint venture or other association between the Parties.
- K. Non-Discrimination – The CITY will require that during the performance of any work arising out of this Agreement the CITY, for itself, assignees, and successors shall comply with all applicable non-discrimination regulation set forth in Attachment “A” attached hereto and made part of this Agreement.
- L. ADA - MDT requires that any construction resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT policies and guidelines for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessibility Design, United States Access Board Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (2011 PROWAG), and MDT’s detailed drawings, 608 series.
- M. Audit – The CITY grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own costs and expense, all records, reports, and other documents, the CITY maintains in connection with this Agreement.
- N. Utilities -- This Agreement is subject to the right of any private or public utility entity now lawfully occupying the right-of-way to continue to operate and maintain utility facilities thereupon. Copies of existing utility permits may be obtained from the MDT District Utility Agent.
- O. Amendment and Modification -- This Agreement may be modified or amended only by written Addendum signed by the parties. In addition to the terms and conditions contained herein, the provisions of any Addendum may be incorporated and made a part hereof by this reference in the terms of the amendment so provided. In the event of any conflict between the terms and conditions hereof and the provisions of any Addendum, the provision of the Addendum shall control, unless the provisions thereof are prohibited by law.
- P. Representatives
- i. CITY’s Representative: The CITY’s Representative for this Agreement shall be the CITY Manager or designee or such other individual as CITY shall designate in writing. Whenever approval or authorization from or communication or submission to CITY is required by this Agreement, such communication or submission shall be directed to the CITY’s Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when CITY’s Representative is not available, MDT may direct its communication or submission to other designated CITY personnel or agents.
 - ii. MDT’s Representative: The MDT Representative for this Agreement shall be the District Administrator or Maintenance Chief or such other individual as MDT shall designate in writing. Whenever direction to or communication with MDT is required by this Agreement, such direction or communication shall be directed to MDT’s Representative; provided, however, that in exigent circumstances when MDT’s Representative is not

available, CITY may direct its direction or communication or submission to other designated MDT personnel or agents.

Q. Counterpart Execution – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed. CITY OF GREAT FALLS

Date: _____

By: _____

City of Great Falls [Signature]

City Manager, or designee

Gregory T. Doyon

Printed name

ATTEST:

City Clerk

By: _____

City of Great Falls [Signature]

Approved for Legal Content:

City Attorney

By: _____

City of Great Falls [Signature]

STATE OF MONTANA - DEPARTMENT OF TRANSPORTATION

Date: _____

By: _____

Montana Department of Transportation

Great Falls District Administrator

Jim Wingerter

Printed name

Approved for Legal Content:

By: _____

Approved for Civil Rights Content:

By: _____

**MDT NONDISCRIMINATION
AND
DISABILITY ACCOMMODATION NOTICE**

Montana Department of Transportation (“MDT”) is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter “protected classes”) by its employees or anyone with whom MDT does business:

Federal protected classes

Race, color, national origin, sex, sexual orientation, gender identity, age, disability, income-level & Limited English Proficiency

State protected classes

Race, color, national origin, parental/marital status, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, religion/creed, social origin or condition, genetic information, sex, sexual orientation, gender identification or expression, ancestry, age, disability mental or physical, political or religious affiliations or ideas, military service or veteran status, vaccination status or possession of immunity passport

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) Compliance with Regulations: The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. The PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. A statement that the PARTY does not discriminate on the grounds of any protected classes.
 - ii. A statement that the PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
 - iii. Contact information for the PARTY’s representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
 - iv. Information on how to request information in alternative accessible formats.

- c. In accordance with Mont. Code Ann. § 49-3-207, the PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that the PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at mdt.mt.gov/business/contracting/civil/dbe.shtml
- b. By signing this agreement, the PARTY assures MDT that:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- c. The PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(5) Information and Reports: The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) Pertinent Non-Discrimination Authorities: During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your

programs (70 Fed. Reg. at 74087 to 74100);

Rev. 01/2022

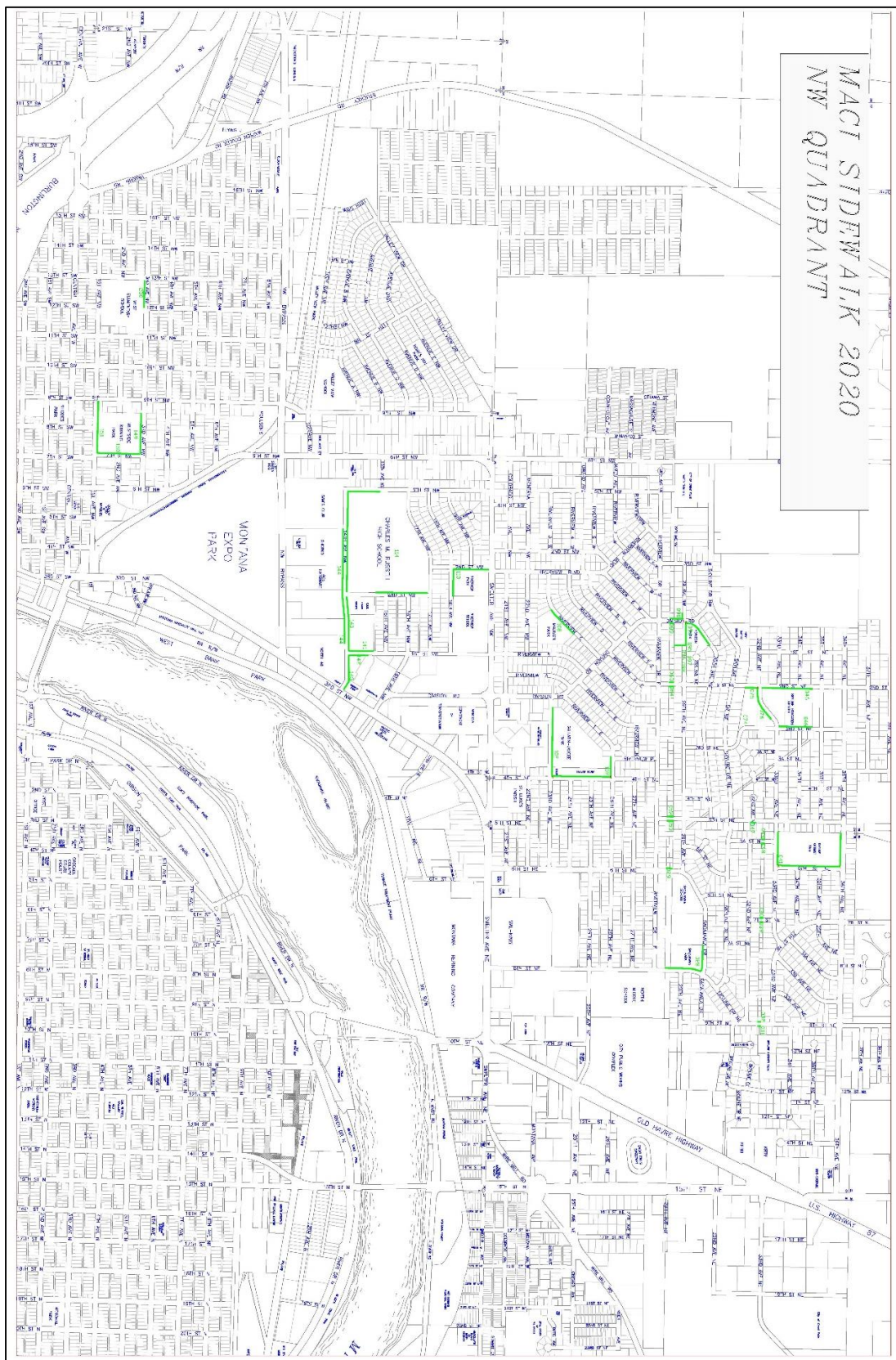
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

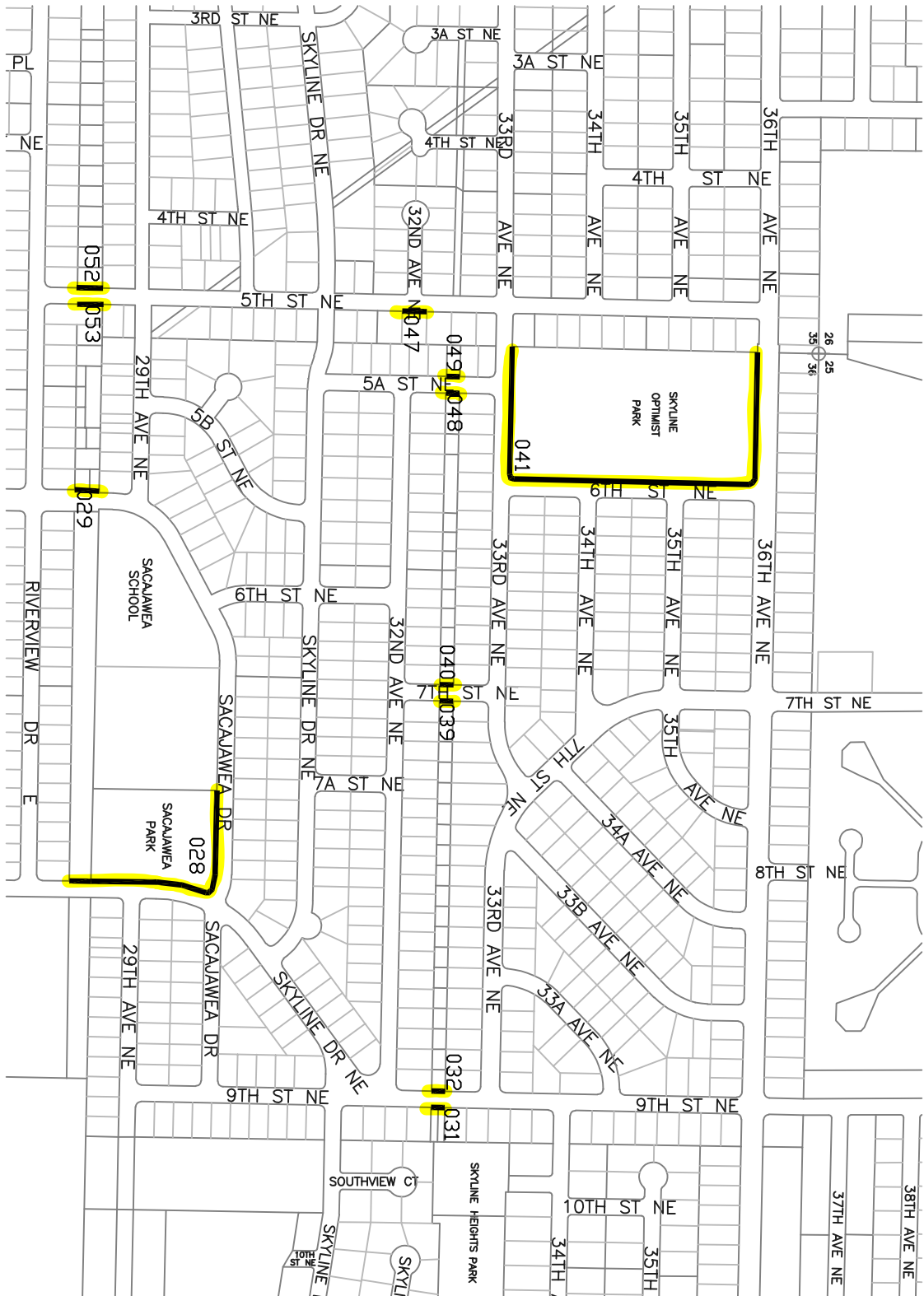
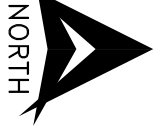
State

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

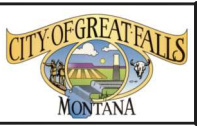
(8) Incorporation of Provisions: The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

Attachment B – Project Location Map





P:\Engineering\inspector\Russell\1 - Projects\1651_0-MACI-SW-P2\Sidewalk-Infill-NW-Quod.dwg

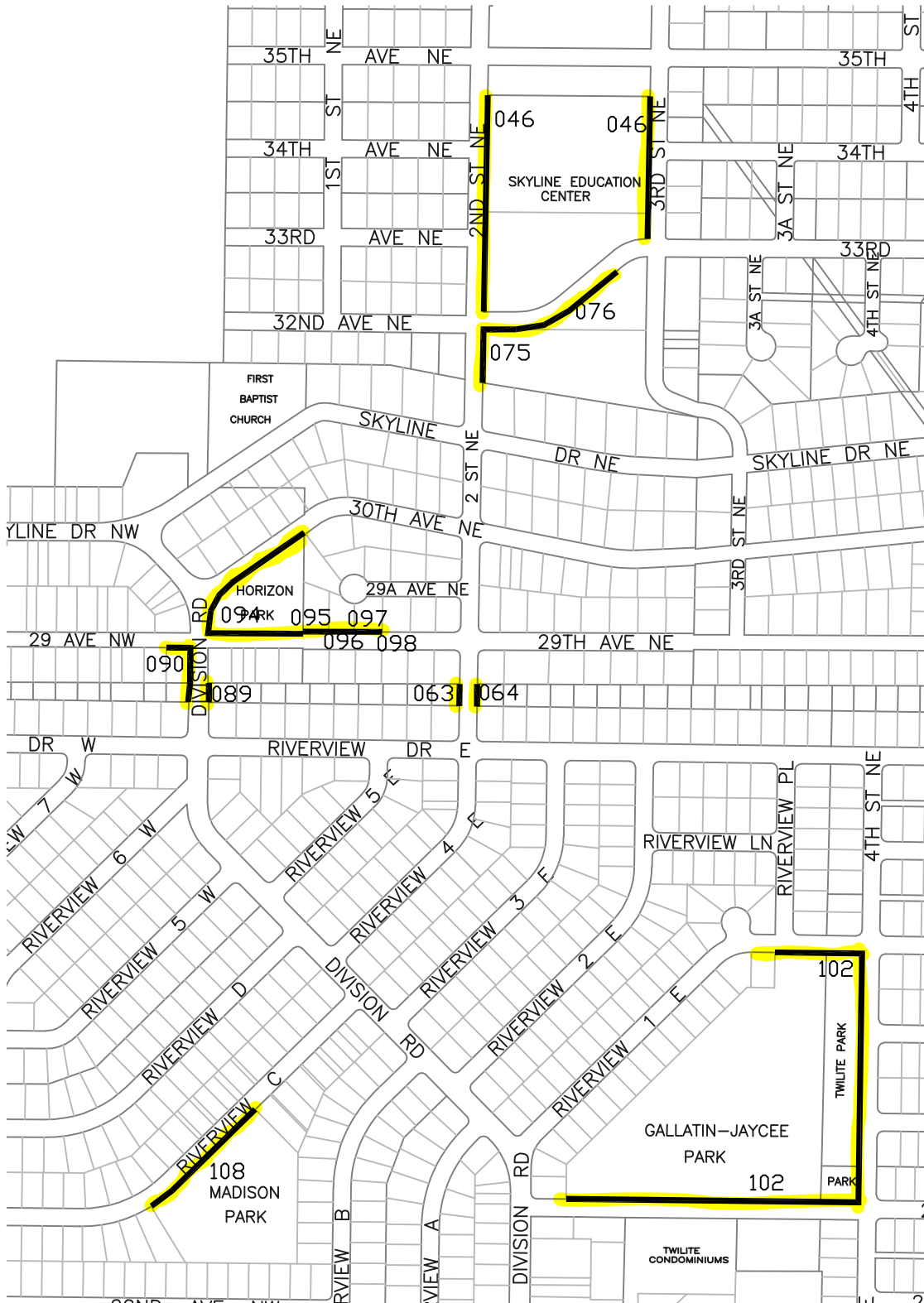


CITY SIDEWALK INFILL NW QUADRANT

VICINITY MAP

1 OF 4

3-15-20

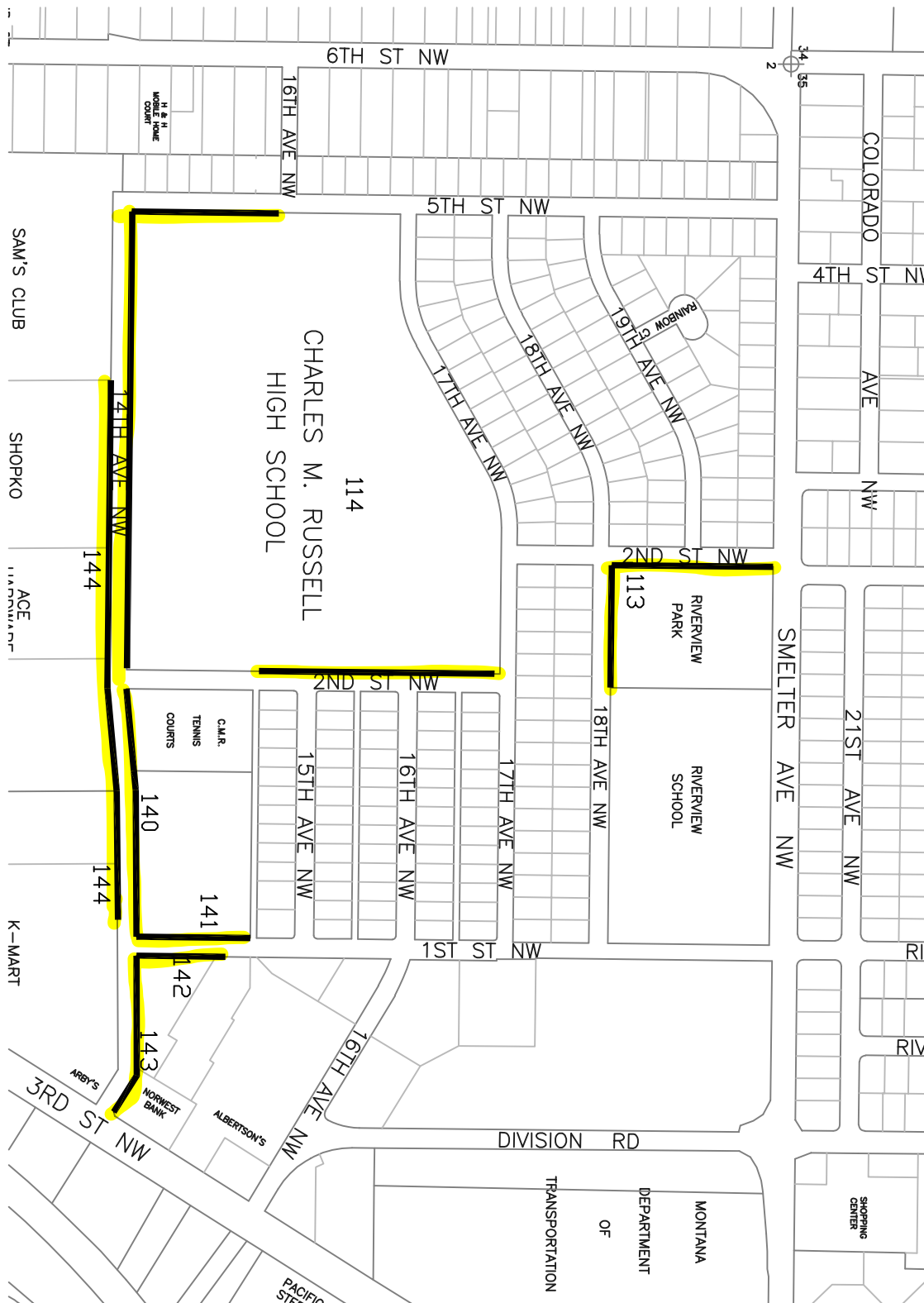


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CITY SIDEWALK INFILL NW QUADRANT

VICINITY MAP

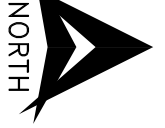


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CITY SIDEWALK INFILL NW QUADRANT

VICINITY MAP



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CITY SIDEWALK INFILL NW QUADRANT

VICINITY MAP



Commission Meeting Date: September 6, 2022
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Public Hearing - Annexation of Lot 4A, Lot 5A, and Lot 8 of Park Garden Tracts Addition, located in the N ½ of Section 23, T20N, R3E, P.M.M., Cascade County, Montana; and establishment of R-2 Single-family Medium Density zoning.

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

Initiated By: Timothy and Deborah Murphy (2917 Park Garden Lane, Lot 4A), Alexander IV and Celia Blewett (2903 Park Garden Lane, Lot 5A), and Tom and Debra Lewis (2715 Park Garden Lane, Lot 8)

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

Action Requested: City Commission adopt Resolution 10475, adopt Ordinance 3248, and approve the Annexation Agreements

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. “I move that the City Commission (adopt/deny) Resolution 10475 to annex the properties legally described as Lot 4A, Lot 5A, and Lot 8 of Park Garden Tracts Addition and approve the Annexation Agreements, based on the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicants.”

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

And;

- II. “I move that the City Commission (adopt/deny) Ordinance 3248 to assign R-2 Single-family Medium Density zoning for Lot 4A, Lot 5A, and Lot 8 of Park Garden Tracts Addition based on the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicants.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Staff Recommendation: At the conclusion of a public hearing held on July 26, 2022, the Planning Advisory Board/Zoning Commission recommended the City Commission approve the annexation and establishment of R-2 Single-family Medium Density zoning for the subject properties. Staff also recommends approval of the annexation and establishment of R-2 Single-family Medium Density zoning for Lot 4A, Lot 5A, and Lot 8 of Park Garden Tracts Addition with the following conditions:

Conditions of Approval for Annexation and Establishment of Zoning:

1. **General Code Compliance.** Any future development of the subject properties shall be consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. **Annexation Agreement.** The applicants shall abide by the terms and conditions as well as pay all fees specified in the attached Annexation Agreements for the subject properties. The Annexation Agreements must be signed by the applicant and recorded at the Cascade County Clerk and Recorder.
3. **Land Use & Zoning.** Development of the subject properties shall be consistent with the allowed uses and specific development standards of the R-2 Single-family Medium Density zoning district.

Summary: The owners of the properties legally described above and addressed as 2917, 2903, and 2715 Park Garden Lane submitted applications in December 2021 to annex their properties into the City for the purpose of connecting to City water and sewer utilities. A group of residents along Park Garden Lane approached City staff to discuss annexation after utilities were extended along Park Garden Lane as part of the Foxwood Estates project. City staff met with the property owners to explain the process and costs associated with annexation. The intent of the residents was to connect to water and sewer mains before Park Garden Lane was paved to prevent disturbing the newly paved roadway. The applicants were permitted to connect to water and sewer utilities prior to the completion of this annexation request with the understanding that if the annexation is not approved, the property owners will be required to disconnect from the City's water and the sewer mains. Each applicant signed a utility acknowledgement letter, which documents this arrangement.

Background:

Annexation Request:

The annexation request is for three properties; Lot 4A (2917 Park Garden Lane), owned by Timothy and Deborah Murphy, which consists of approximately 3.507 acres, Lot 5A (2903 Park Garden Lane), owned by Alexander IV and Celia Blewett, which consists of approximately 2.132 acres, and Lot 8 (2715 Park Garden Lane), owned by Tom and Debra Lewis, which consists of approximately 1.85 acres. All these properties are contiguous to the existing City limits along the Park Garden Lane right-of-way, which was annexed into the City as part of the Foxwood Estates project in 2018.

The basis for decision for an annexation by petition request is listed in OCCGF § 17.16.7.050. City Commission shall at a minimum consider the criteria, which are attached as *Findings of Fact/Basis of Decision – Annexation by Petition*. In summary, the requested annexation is supported by City staff because the applicants for annexation have the ability to be served by City water, sewer, and a newly paved street – just as the adjoining properties that are already within City limits.

Establishment of Zoning:

The subject properties are being proposed for R-2 Single-family Medium Density zoning. The R-2 zoning district aligns with the existing use of a single-family residence upon each property. Although the subject properties are larger than the typical lot size for the proposed zoning district, R-2 zoning is still proposed because it best fits the zoning designation of surrounding residential properties within the City limits as seen on *Ordinance 3248 – Exhibit A*. Existing non-conformities for each subject property were identified within the attached Annexation Agreements and will be allowed to continue when the properties are annexed into the City. Moving forward, use of land upon the subject properties shall be consistent with OCCGF § Title 17 Chapter 64, *Nonconformities*.

The basis for decision on zoning map amendments is listed in Official Code of the City of Great Falls (OCCGF) §17.16.40.030 of the Land Development Code. The decision of City Commission shall at a minimum consider the criteria, which are attached as *Findings of Fact/Basis of Decision – Zoning Map Amendment*.

Neighborhood Council Input: The subject properties are located adjacent to Neighborhood Council #1. The project was presented to the Council at their regularly scheduled meeting on December 14, 2021. The Council voted to support the request unanimously.

Concurrences: Representatives from the City’s Public Works and Legal Departments have been involved throughout the review and approval process for this project. Both the Engineering and Environmental Divisions of Public Works and the Legal Department have collaborated on the submitted Annexation Agreements.

Fiscal Impact: Water and sewer service will be provided by the City, and the cost of the connection to these utilities was borne by each applicant according to the agreed upon terms of each Annexation Agreement and Utilities Acknowledgement Letter. The annexation will add 3 lots into the city, which will increase the City’s tax base and increase revenue.

Alternatives: The City Commission could deny Resolution 10475 and Ordinance 3248. For these actions, the City Commission must provide separate Findings of Fact/Basis of Decision for denial of the annexation and establishment of zoning.

Attachments/Exhibits:

- Findings Of Fact/Basis of Decision – Annexation
- Resolution 10475
- Resolution 10475 - Exhibit A
- Findings Of Fact/Basis of Decision – Zoning Map Amendment
- Ordinance 3248
- Ordinance 3248 - Exhibit A
- Allowable Uses by District
- Lot Area and Dimensional Standards
- Annexation Agreement – 2715 Park Garden Lane (Lewis)
- Annexation Agreement – 2903 Park Garden Lane (Blewett)
- Annexation Agreement – 2917 Park Garden Lane (Murphy)

FINDINGS OF FACT/BASIS OF DECISION – ANNEXATION

Lot 4A, Lot 5A, and Lot 8 of Park Garden Tracts Addition, located in the N ½ of Section 23, T20N, R3E, P.M.M., Cascade County, Montana.

PRIMARY REVIEW CRITERIA:

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

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

The subject properties are contiguous to the existing City limits to the west along Park Garden Lane right-of-way, which was annexed into the City as part of Foxwood Estates.

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

The proposed annexation is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. This project is supported by the following Social and Physical portions of the Growth Policy:

- Social Policy 1.4.12 – When annexing land for residential development, consider the timing, phasing and connectivity of housing and infrastructure development.
- Physical Policy 4.2.5 – Promote orderly development and the rational extension of infrastructure and City services.
- Physical Policy 4.3.2 – Plan for the provision of appropriate infrastructure improvements, where needed, to support development.

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

The subject properties are located adjacent to Neighborhood Council #1. There is no adopted neighborhood plan for Neighborhood Council #1, nor any other Council within the City. Neighborhood Council #1 discussed the project at their December 14, 2021 meeting. The Council voted unanimously to support the request.

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

The subject properties are not located within any adopted plan or sub-area planning areas. The proposed annexation consists of existing residential homes and will not generate any additional traffic to the surrounding transportation network.

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

The City has the capacity to provide public services to the subject properties, as they are within the urban envelope of the City. Additionally, the City is currently providing water and sewer service to the subject properties according to a previous agreement in which the applicants were permitted to connect to these utilities prior to the completion of annexation with the

understanding that if for any reason the annexation does not get completed the property owner will be required to disconnect from the City's water and the sewer mains. Acknowledgement letters were provided to each applicant to sign and return to Public Works for their records.

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

The adjoining right-of-way of Park Garden Lane was previously annexed and improved to City standards. The subject properties were previously developed within Cascade County zoning regulations. Existing non-conformities for each subject property have been identified within the attached Annexation Agreements and will be allowed to continue when annexed into the City. Moving forward, the subject properties shall be consistent with OCCGF § Title 17 Chapter 64, *Nonconformities*.

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

Annexation Agreements for the subject properties have been drafted and attached to the Agenda Report. These agreements outline the responsibilities and costs for various improvements, and addresses the creation of any special improvement districts.

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

Lot 4A was platted as part of Amended Plat of Lots 4, 5, 6 of Park Garden Tracts. Lot 5A was platted as part of Amended Plat of Lots 5A, & 6A of the Amended Plat of Lots 4, 5, 6 of Park Garden Tracts. Lot 8 was platted as part of Amended Plat of Lots 8, and 9, Park Garden Tracts. Each plat is officially recorded with the Cascade County Clerk and Recorder.

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

As mentioned above, the City is currently providing water and sewer service to the subject properties according to a previous agreement in which the applicants were permitted to connect to these utilities prior to the completion of annexation with the understanding that if for any reason the annexation does not get completed the property owner will be required to disconnect from the City's water and the sewer mains. Acknowledgement letters were provided to each applicant to sign and return to Public Works for their records.

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

The subject properties are not located in an area the City Commission has designated as unsuitable for annexation. The subject properties are located partly or wholly within the Special Flood Hazard Area as identified by the Federal Emergency Management Agency (FEMA) flood

maps. Development, new construction, alteration or substantial improvement may not commence without full compliance with the provisions of OCCGF Title 17, Chapter 56 – *Floodplain Overlay Districts*.

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

The subject properties are not located in another city or town.

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

The subject properties are not used for the uses listed above. The properties surrounding the subject properties to the north, west, and south are existing residences with the Missouri River lying to the east.

RESOLUTION 10475

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF THE CITY OF GREAT FALLS TO INCLUDE TO LOT 4A, LOT 5A, AND LOT 8 OF PARK GARDEN TRACTS ADDITION LOCATED IN THE N 1/2 OF SECTION 23, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA IN ACCORDANCE WITH THE PROVISION OF SECTION 7-2-4601, MONTANA CODE ANNOTATED.

* * * * *

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

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

Lot 4A, Lot 5A, and Lot 8 of Park Garden Tracts Addition, located in the N 1/2 of Section 23, T20N, R3E, P.M.M., Cascade County, Montana;

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

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

WHEREAS, Timothy and Deborah Murphy, Celia and Alexander Blewett IV, and Tom and Debra Lewis, the owners of the hereinabove described property has submitted a petition to have the subject properties annexed to the City of Great Falls; and

WHEREAS, the Great Falls Planning Advisory Board/Zoning Commission conducted a public hearing on July 26, 2022, to consider said annexation and assignment of zoning of R-2 Single-family Medium Density districts and, at the conclusion of said hearing, passed a motion recommending the City Commission annex and assign said zoning to the properties legally described as Lot 4A, Lot 5A, and Lot 8 of Park Garden Tracts Addition, located in the N ½ of Section 23, T20N, R3E, P.M.M., Cascade County, Montana; and,

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

WHEREAS, the City Commission adopted Resolution 10388 to authorize and direct City staff to update the appropriate boundaries of neighborhood council district 1 to include the subject properties.

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

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

That the boundaries of the City of Great Falls, Montana, be, and the same are hereby extended so as to embrace and include within the corporate limits of said city, all of the land hereinabove described, included as: Lot 4A, Lot 5A, and Lot 8 of Park Garden Tracts Addition, located in the N ½ of Section 23, T20N, R3E, P.M.M., Cascade County, Montana;” as shown on attached “Exhibit A.”

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

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

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 6th day of September, 2022.

Bob Kelly, Mayor

ATTEST:

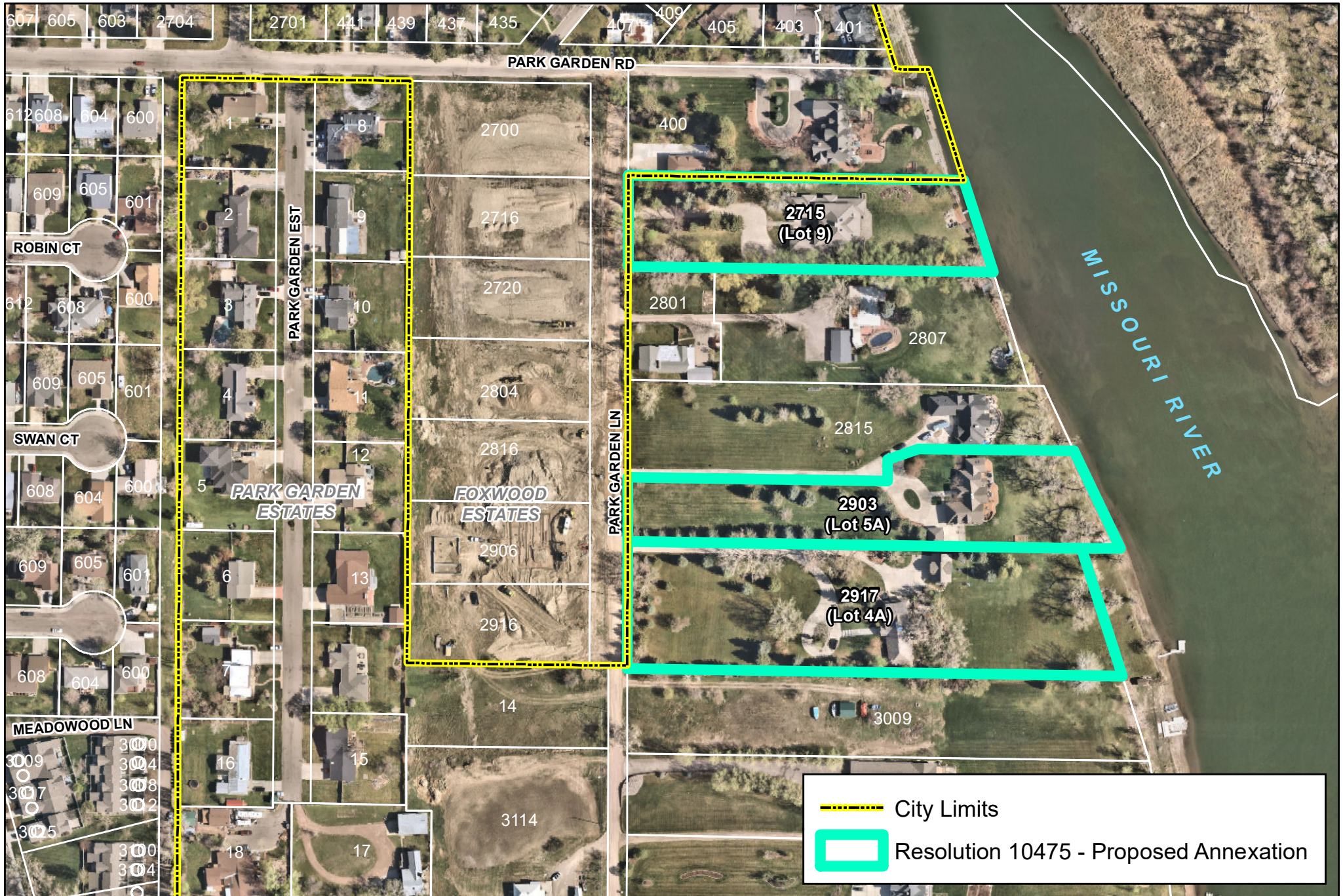
Lisa Kunz, City Clerk


(SEAL OF CITY)


APPROVED FOR LEGAL CONTENT:

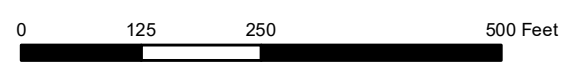
Jeff Hindoien, City Attorney

Resolution 10475 - Exhibit A

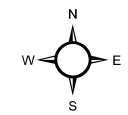


 City Limits

 Resolution 10475 - Proposed Annexation



Date: 8/23/2022



FINDINGS OF FACT – ZONING MAP AMENDMENT

Lot 4A, Lot 5A, and Lot 8 of Park Garden Tracts Addition, located in the N ½ of Section 23, T20N, R3E, P.M.M., Cascade County, Montana.

PRIMARY REVIEW CRITERIA:

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

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

The proposal to annex and establish R-2 Single-family medium density zoning is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. The proposed zoning map amendment specifically supports the following goals and policies:

- Social Policy 1.4.12 – When annexing land for residential development, consider the timing, phasing and connectivity of housing and infrastructure development.
- Physical Policy 4.2.5 – Promote orderly development and the rational extension of infrastructure and City services.
- Physical Policy 4.3.2 – Plan for the provision of appropriate infrastructure improvements, where needed, to support development.

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

The subject properties are located adjacent to Neighborhood Council #1. There is no adopted neighborhood plan for Neighborhood Council #1, or any other Council within the City. Neighborhood Council #1 discussed the project at their December 14, 2021 meeting. The Council voted unanimously to support the request.

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

The subject properties are not located within any adopted plan or sub-area planning areas. The annexation request consists of existing residential homes and will not generate any additional traffic.

4. The code with the amendment is internally consistent.

The proposed establishment of R-2 Single-family Medium Density zoning is not in conflict with any portion of the existing City Code and will be consistent with the adjacent existing zoning. The existing single-family homes fit in with the context of the neighborhood based on the surrounding single-family homes adjacent to the property. The proposal will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish and impair property values in the neighborhood, as the subject properties are existing residential properties.

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

There are no existing public health, safety, or welfare issues that have been identified for the subject properties. The zoning assignment will have no impact on these issues.

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

The City has the financial and staffing capability to administer and enforce the amendment if it is approved. The use of the subject properties conforms to the proposed zoning, and no public infrastructure needs to be provided to support the new zoning designation on the property.

ORDINANCE 3248

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF R-2 SINGLE-FAMILY MEDIUM DENSITY TO LOT 4A, LOT 5A, AND LOT 8 OF PARK GARDEN TRACTS ADDITION LOCATED IN THE N 1/2 OF SECTION 23, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA.

* * * * *

WHEREAS, the property owners, Timothy and Deborah Murphy, Alexander IV and Celia Blewett, and Tom and Debra Lewis, have petitioned the City of Great Falls to annex the subject properties, consisting of ±7.489 acres, as legally described above; and,

WHEREAS, Timothy and Deborah Murphy, Alexander IV and Celia Blewett, and Tom and Debra Lewis have petitioned the City of Great Falls to assign a zoning classification of R-2 Single-family Medium Density to Lot 4A, Lot 5A, and Lot 8 of Park Garden Tracts Addition, upon annexation to the City; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on July 26, 2022, to consider said assignment of zoning of R-2 Single-family Medium Density district and, at the conclusion of said hearing, passed a motion recommending the City Commission assign said zoning to the subject properties legally described as Lot 4A, Lot 5A, and Lot 8 of Park Garden Tracts Addition, located in the N ½ of Section 23, T20N, R3E, P.M.M., Cascade County, Montana; and,

WHEREAS, notice of assigning said zoning classification to the subject properties was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 6th day of September, 2022, before final passage of said Ordinance herein; and,

WHEREAS, following said public hearing, it was found and decided that the assignment of R-2 zoning on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.030, and that the said zoning designation be made.

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

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

Section 2. That the zoning classification of “R-2 Single-family Medium Density” be assigned to Lot 4A, Lot 5A, and Lot 8 of Park Garden Tracts Addition, located in the N ½ of Section 23, T20N, R3E, P.M.M., Cascade County, Montana as shown in “Exhibit A”, subject to the setbacks, and other development standards and by this reference made a part hereof, as well as all other applicable regulatory codes and ordinances.

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

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading August 16, 2022.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading September 6, 2022.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Jeff Hindoien, City Attorney

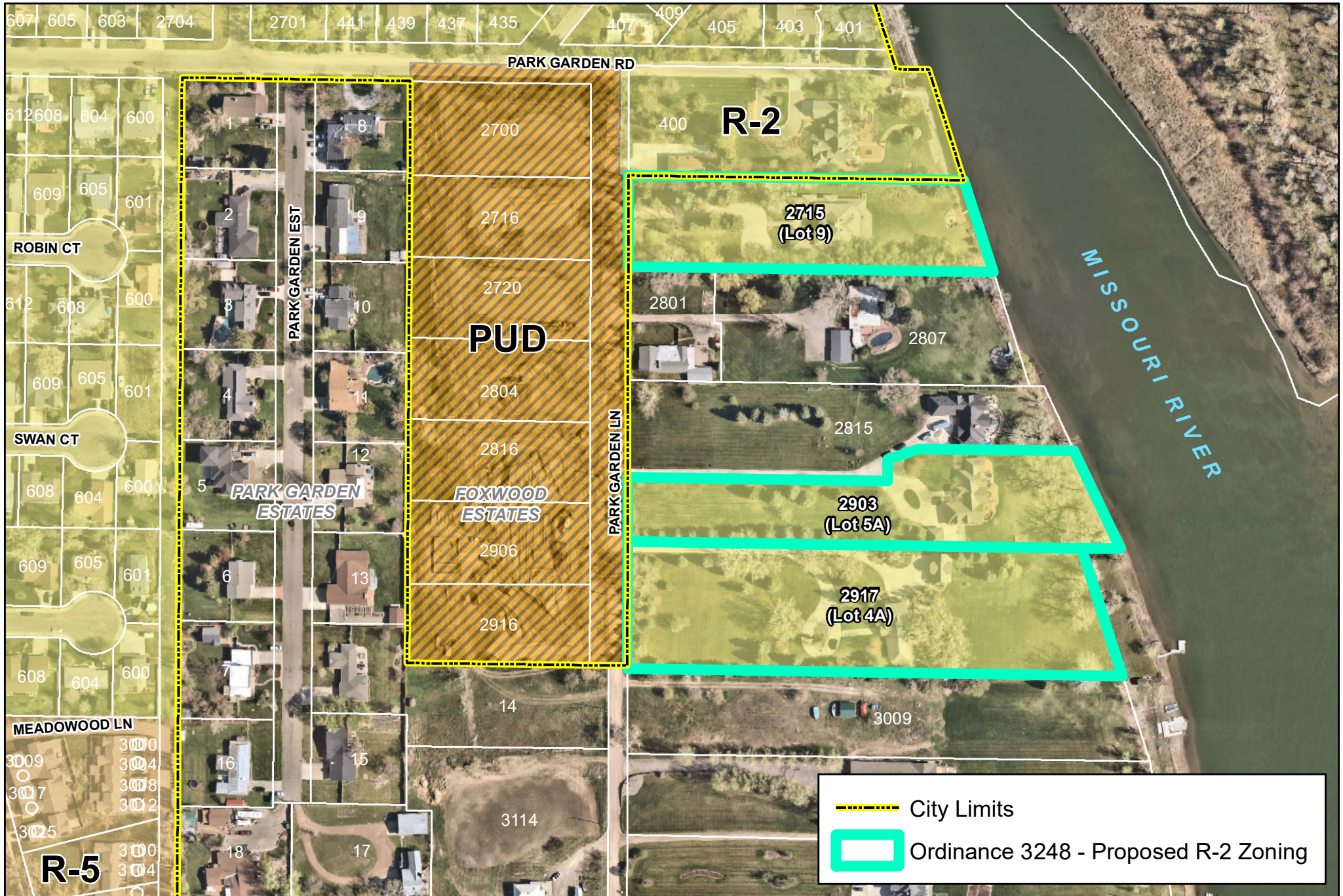
State of Montana)
County of Cascade : ss
City of Great Falls)


I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the City Commission, Ordinance 3248 on the Great Falls Civic Center posting board and the Great Falls City website.

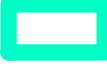
Lisa Kunz, City Clerk

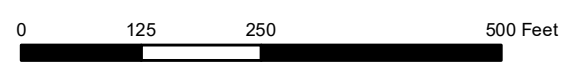
(CITY SEAL)

Ordinance 3248 - Exhibit A



 City Limits

 Ordinance 3248 - Proposed R-2 Zoning



Date: 8/23/2022

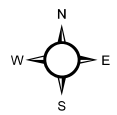


Exhibit 20-1. Principal Uses by District

Use	R-2	Special Standards
Agriculture, horticulture, nursery	-	17.20.6.005
Mobile home/park	-	17.20.6.010
Residence, single-family detached	P	
Residence, zero lot line	-	17.20.6.020
Residence, two-family	C	
Residence, multi-family	-	17.20.6.040
Residence, townhouse	C	17.20.6.050
Residence, manufactured/factory-built	P	17.20.6.060
Retirement home	C	
Community residential facility, type I	P	
Community residential facility, type II	C	
Day care center	C	
Emergency shelter	-	
Family day care home	P	
Group day care home	P	
Nursing home	-	
Campground	-	17.20.6.070
Hotel/motel	-	
Micro-brewery	-	
Restaurant	-	

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

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

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

Parking lot, principal use	-	
Parking structure	-	
Railroad yard	-	
Taxi cab dispatch terminal	-	
Contractor yard, type I	-	17.20.6.270
Contractor yard, type II	-	17.20.6.280
Artisan shop	-	
Industrial, heavy	-	
Industrial, light	-	
Industrial park	-	
Junkyard	-	17.20.6.290
Light manufacturing and assembly	-	17.20.6.300
Motor vehicle graveyard	-	17.20.6.310
Motor vehicle wrecking facility	-	17.20.6.320

- The use is not permitted in the district

C The use is allowed through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 6 of this chapter, as appropriate

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

Exhibit 20-2. Accessory uses by district

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

- The use is not permitted in the district

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

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

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

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

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

- The use is not permitted in the district

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

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

Article 4 - LOT AREA AND DIMENSIONAL STANDARDS

Sections:

17.20.4.010 - Generally.

Lots and buildings shall conform to the dimensional standards specified in Exhibit 20-4.

17.20.4.020 - Exceptions.

The following are exemptions to the standards:

1. The requirements for the rear yard on through lots do not apply when the area of such required rear yard is provided elsewhere on the lot.
2. Every part of a required yard shall be open from its lowest points to the sky unobstructed, except for the projections of sills, belt courses, cornices, and ornamental features not to exceed four (4) inches.
3. Open or lattice enclosed fire escapes, fireproof outside stairways, and solid floored balconies opening upon fire towers, projecting into a yard not more than five (5) feet or into a court not more than three and one-half (3½) feet and the ordinary projections of chimneys and flues shall be permitted where the same are so placed as not to obstruct the light and ventilation.
4. An unenclosed front porch on a single family residence may extend into the front yard setback up to nine (9) feet, provided the porch does not occupy more than sixty (60) percent of the width of the main part of the house.
5. Steps and eaves are allowed to encroach into the front and side yard setbacks.

Exhibit 20-4. Development standards for residential zoning districts

(See footnotes below for additional standards)

Standard	R-1	R-2	R-3	R-5	R-6	R-9	R-10
Residential density	-	-	-	1,875 sq. feet of lot area per dwelling unit	500 sq. feet of lot area per dwelling unit	1,200 sq. feet of lot area per dwelling unit	10 dwelling units per acre
Minimum lot size for newly created lots	15,000 sq. feet	11,000 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	n/a

Minimum lot width for newly created lots	90 feet	80 feet	60 feet	50 feet	50 feet	50 feet	n/a
Lot proportion for newly created lots (maximum depth to width)	3:1	3:1	2.5:1	2.5:1	2.5:1	2.5:1	n/a
Maximum building height of principal building	35 feet	35 feet	35 feet	45 feet	65 feet	35 feet, single-family 50 feet, multi-family	12 feet to exterior wall
Minimum front yard setback [2]	30 feet	20 feet	20 feet	10 feet	15 feet	10 feet	n/a
Minimum side yard setback [3]	Principal building: 15 feet each side	Principal building: 8 feet each side	Principal building: 6 feet each side	4 feet; 8 feet if adjoining a R-1, R-2, R-3 district	5 feet; 10 feet if adjoining a R-1, R-2, R-3 district	Principal building: 6 feet each side	n/a
Minimum rear yard setback	20 feet for lots less than 150 feet in depth; 25 feet for lots 150 feet in depth and over	15 feet for lots less than 150 feet in depth; 20 feet for lots 150 feet in depth and over	10 feet for lots less than 150 feet in depth; 15 feet for lots 150 feet in depth and over	10 feet for lots less than 150 feet in depth; 15 feet for lots 150 feet in depth and over	15 feet	10 feet for lots less than 150 feet in depth; 15 feet for lots 150 feet in depth and over	n/a

Maximum lot coverage of principal and accessory structures	Corner lot: 40% Other types: 30%	Corner lot: 45% Other types: 35%	Corner lot: 55% Other types: 50%	Corner lot: 60% Other types: 50%	Corner lot: 70% Other types: 60%	Corner lot: 70% Other types: 60%	none
Detached Garages and other Accessory Structures							
Maximum building height	24 feet	24 feet	24 feet	24 feet	24 feet	24 feet	16 feet
Minimum front yard setback [5]	30 feet, but may not be closer to the front lot line than the principal structure	20 feet, but may not be closer to the front lot line than the principal structure	20 feet, but may not be closer to the front lot line than the principal structure	10 feet, but may not be closer to the front lot line than the principal structure	15 feet, but may not be closer to the front lot line than the principal structure	10 feet, but may not be closer to the front lot line than the principal structure	n/a
Minimum side yard setback	5 feet	5 feet	5 feet	4 feet; 8 feet if adjoining an R-1, R-2, R-3 district	5 feet; 10 feet if adjoining an R-1, R-2, R-3 district	5 feet	n/a
Minimum rear yard setback	5 feet	5 feet	5 feet	5 feet	5 feet	5 feet	5 feet

[1] Attached private garages are considered a part of the principal building for application of height and setback development standards, but must conform to all standards found in 17.20.7.060. (Ord. 3232, 2021)

[2] See Section 17.20.6.020 for side yard requirements for zero lot line projects and Section 17.20.7.010 for accessory buildings with accessory living spaces. (Ord. 3232, 2021; Ord. 2950, 2007)

- [3] An existing structure that does not meet the setback requirements stated above can be rebuilt on its original foundation or the original foundation location. (Ord. 3232, 2021)
- [4] For townhomes, see Section 17.20.6.050 for additional and superseding requirements. (Ord. 3232, 2021)
- [5] If a principal structure is located greater than 50 feet from the front lot line, the accessory structure may be located closer to the front lot line, provided that the accessory structure meets the minimum front yard setback. (Ord. 3232, 2021)

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

	M-1	M-2	C-1	C-2	C-3	C-4	C-5	PLI	GFIA	I-1	I-2
Residential density	500 sq. feet of lot area per dwelling unit	500 sq. feet of lot area per dwelling unit	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Minimum lot size for newly created lots	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet
Minimum lot width for newly created lots	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet

ANNEXATION AGREEMENT
TRACT OF LAND LEGALLY DESCRIBED AS LOT 8 OF PARK GARDEN TRACTS, LOCATED IN SECTION 23, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA.

The following is a binding Agreement dated this _____ day of _____, 2022, between Tom Lewis and Debra Lewis, hereinafter referred to as "Owners", and the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as "City", regarding the requirements for annexation of a tract of land into the corporate limits of the City legally described as Lot 8 of Park Garden Tracts, Section 23, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana, hereinafter referred to as "Subject Property". Owners of the aforementioned Subject Property agree to, and are bound by, the provisions of this Agreement, and by signing this Agreement, therefore agree to terms applicable to the Subject Property. The City is authorized to enter into this Agreement by §17.68.010-040 of the Official Code of the City of Great Falls (OCCGF).

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

- 1.1** Declares that the Owners are aware of and have properly accounted for any natural conditions that may adversely affect the Subject Property;
- 1.2** Requires the Owners to guarantee that the promised on-site improvements are made in a timely manner by as required by the Official Code of the City of Great Falls (OCCGF);
- 1.3** Waives protest and appeal by the Owners and their successors against the creation of special improvement and maintenance districts that would provide and maintain necessary infrastructure;
- 1.4** Indemnifies the City from claims relating to its approval of any construction or other development-related activities for the Subject Property and clarifies the City's limited role in the approval and oversight of any such construction or other development-related activities.

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

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

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

3.1 Minor Changes. Minor changes to the improvements that are deemed appropriate and necessary by the Administrator and which do not materially affect the hereinabove mentioned Subject Property, can be made as follows:

3.1.1 Before making changes, the Owners must submit revisions to the Administrator for review. Failure to do this before the proposed change is made may be considered by the City to be a breach of this Agreement and a violation of the OCCGF. The Administrator shall respond to all proposed changes within fourteen (14) days of receipt of the revised plans.

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

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

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

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

4. Fees. The Owners understand that they are required to pay the following fees as they come due. The absence of any fee from this Agreement which is lawfully charged by the City in connection with construction activity associated with Subject Property shall not constitute a waiver by the City.

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

4.2 Connection and Construction Fees. Water service tapping and water and sewer service connection fees will be assessed at the times of tapping and connections.

4.3 Storm Drain Fee. The Owners will pay a storm drain fee in the amount of \$250 per acre for annexation of the Subject Property. This equates to **\$375.00** for the total 1.850 acres of the Subject Property. The total storm drain fee shall be paid to the City no later than 30 days after City Commission action to annex the Subject Property into the City.

4.4 Payment of Application Fees Acknowledged. The following fees have been paid by the Owners: \$2,000.00 application fee for the establishment of zoning, and a \$500.00 application fee for annexation.

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

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

6.1 Water Improvements. To serve the Subject Property, the Owners are required to connect to the existing water main located in Park Garden Lane, under the terms of the Owner's previous written agreement with the City of Great Falls Public Works Department, a copy of which is attached as Exhibit A hereto and incorporated herein by this reference.

6.2 Sewer Improvements. To serve the Subject Property, the Owners are required to abandon all drain fields and septic tanks per the Cascade County Health Department and City of Great Falls requirements and connect to the existing private sewer main located in Park Garden Lane under the terms and conditions of Exhibit A, attached hereto and incorporated herein by this reference.

6.3 Future Sewer Improvements. If a second dwelling unit is added to the Subject Property by request of Conditional Use or by other legal means, one service line is permitted to serve both dwelling units upon one lot as long as both dwelling units are on the same lot and under common ownership. A shared service line would not apply to any future dwellings or future subdivision requests that create separate lots upon the Subject Property.

6.4 Sidewalks. The Owners are not required to construct a sidewalk along Park Garden Lane as part of this annexation request. The Owners acknowledge such a sidewalk may be required in the future, but only as part of a comprehensive sidewalk project, which creates a contiguous sidewalk extending from Owners' property on Park Garden Lane to adjacent street pedestrian facilities such as Park Garden Road or Fox Drive. Owners shall not be required to construct a sidewalk along Park Garden Lane that is disconnected from adjacent street pedestrian facilities such as Park Garden Road or Fox Drive.

7. Permits. With the exception of water and sewer utility connections which were previously approved by the City, this Agreement must be approved by the City Commission and signed by the City Manager and the Owners before permits for any work will be approved.

8. Nonconforming structures. The City acknowledges previously existing structures on the Subject Property. If these structures are found to have nonconforming setbacks, they may continue so long as

they remain otherwise lawful, subject to the provisions within OCCGF 17.64.030 – Nonconforming structures.

9. Special Improvement and Maintenance Districts. Owners hereby agree to waive their right to protest and appeal the lawful creation by the City of special improvement or maintenance districts for any proper purpose and shall pay the proportionate share of the costs associated with said special improvement or maintenance districts as they may be applied to the Subject Property.

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

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

12. Floodplain Regulations. The subject property is located partly or wholly within the Special Flood Hazard Area as identified by the Federal Emergency Management Agency (FEMA) flood maps. Development, new construction, alteration or substantial improvement may not commence without full compliance with the provisions of OCCGF Title 17, Chapter 56 – Floodplain Overlay Districts.

13. Reimbursements. Upon submittal of cost information, which shall be reviewed for accuracy by the City, Owners of the Subject Property shall be required to pay the pro-rata reimbursement costs incurred by either the initial Developer or the City, for improvements to Park Garden Lane associated with development of the Foxwood Estates Subdivision. All public improvement cost information shall be submitted to the City for review and determination of reimbursement amounts to be paid by the Owners.

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

The Owners shall indemnify, hold harmless and defend the City of Great Falls, its officers, agents, servants and employees and assigns from and against all claims, debts, liabilities, fines, penalties, obligations and costs including reasonable attorney fees, that arise from, result from or relate to obligations relating to that Owners' Subject Property described herein. Upon the transfer of ownership of the property, the prior owner's (whether it is the Owners that signed this agreement or a subsequent owner) indemnity obligation herein for the transferred property is released as to that owner and the indemnity obligation

runs to the new owner of the property. Only the owner of the parcel of property at the time the City incurs the claim, debt, liability, fine, penalty, obligation or cost, is obligated to indemnify, and no owner of property is obligated to indemnify for adverse conditions on property owned by someone else. This indemnification by the Owners of the property shall apply unless such damage or injury results from the gross negligence or willful misconduct of the City.

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

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

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

Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk

(Seal of City)

APPROVED FOR LEGAL CONTENT*:

Jeffrey Hindoiem, 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.

Tom Lewis and Debra Lewis

By: _____

By: _____

Its: _____

Its: _____

State of _____)
:ss.
County of _____)

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

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

Notary Public for the State of _____

(NOTARIAL SEAL)

ANNEXATION AGREEMENT
TRACT OF LAND LEGALLY DESCRIBED AS LOT 5A OF PARK GARDEN TRACTS, LOCATED IN SECTION 23, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA.

The following is a binding Agreement dated this _____ day of _____, 2022, between Alexander Blewett IV and Celia Blewett, hereinafter referred to as “Owners”, and the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as “City”, regarding the requirements for annexation of a tract of land into the corporate limits of the City legally described as Lot 5A of Park Garden Tracts, Section 23, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana, hereinafter referred to as “Subject Property”. Owners of the aforementioned Subject Property agree to, and are bound by, the provisions of this Agreement, and by signing this Agreement, therefore agree to terms applicable to the Subject Property. The City is authorized to enter into this Agreement by §17.68.010-040 of the Official Code of the City of Great Falls (OCCGF).

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

- 1.1** Declares that the Owners are aware of and have properly accounted for any natural conditions that may adversely affect the Subject Property;
- 1.2** Requires the Owners to guarantee that the promised on-site improvements are made in a timely manner by as required by the Official Code of the City of Great Falls (OCCGF);
- 1.3** Waives protest and appeal by the Owners and their successors against the creation of special improvement and maintenance districts that would provide and maintain necessary infrastructure;
- 1.4** Indemnifies the City from claims relating to its approval of any construction or other development-related activities for the Subject Property and clarifies the City’s limited role in the approval and oversight of any such construction or other development-related activities.

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

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

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

3.1 Minor Changes. Minor changes to the improvements that are deemed appropriate and necessary by the Administrator and which do not materially affect the hereinabove mentioned Subject Property, can be made as follows:

3.1.1 Before making changes, the Owners must submit revisions to the Administrator for review. Failure to do this before the proposed change is made may be considered by the City to be a breach of this Agreement and a violation of the OCCGF. The Administrator shall respond to all proposed changes within fourteen (14) days of receipt of the revised plans.

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

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

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

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

4. Fees. The Owners understand that they are required to pay the following fees as they come due. The absence of any fee from this Agreement which is lawfully charged by the City in connection with construction activity associated with Subject Property shall not constitute a waiver by the City.

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

4.2 Connection and Construction Fees. Water service tapping and water and sewer service connection fees will be assessed at the times of tapping and connections.

4.3 Storm Drain Fee. The Owners will pay a storm drain fee in the amount of \$250 per acre for annexation of the Subject Property. This equates to **\$533.00** for the total 2.132 acres of the Subject Property. The total storm drain fee shall be paid to the City no later than 30 days after City Commission action to annex the Subject Property into the City.

4.4 Payment of Application Fees Acknowledged. The following fees have been paid by the Owners: \$2,000.00 application fee for the establishment of zoning, and a \$500.00 application fee for annexation.

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

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

6.1 Water Improvements. To serve the Subject Property, the Owners are required to connect to the existing water main located in Park Garden Lane, under the terms of the Owner's previous written agreement with the City of Great Falls Public Works Department, a copy of which is attached as Exhibit A hereto and incorporated herein by this reference.

6.2 Sewer Improvements. To serve the Subject Property, the Owners are required to abandon all drain fields and septic tanks per the Cascade County Health Department and City of Great Falls requirements and connect to the existing private sewer main located in Park Garden Lane under the terms and conditions of Exhibit A, attached hereto and incorporated herein by this reference.

6.3 Future Sewer Improvements. If a second dwelling unit is added to the Subject Property by request of Conditional Use or by other legal means, one service line is permitted to serve both dwelling units upon one lot as long as both dwelling units are on the same lot and under common ownership. A shared service line would not apply to any future dwellings or future subdivision requests that create separate lots upon the Subject Property.

6.4 Sidewalks. The Owners are not required to construct a sidewalk along Park Garden Lane as part of this annexation request. The Owners acknowledge such a sidewalk may be required in the future, but only as part of a comprehensive sidewalk project, which creates a contiguous sidewalk extending from Owners' property on Park Garden Lane to adjacent street pedestrian facilities such as Park Garden Road or Fox Drive. Owners shall not be required to construct a sidewalk along Park Garden Lane that is disconnected from adjacent street pedestrian facilities such as Park Garden Road or Fox Drive.

7. Permits. With the exception of water and sewer utility connections which were previously approved by the City, this Agreement must be approved by the City Commission and signed by the City Manager and the Owners before permits for any work will be approved.

8. Nonconforming uses. The City acknowledges previously existing non-conforming uses on the Subject Property. Specifically, the Owners have eight (8) hen chickens on the Subject Property. The use of livestock

(noted in OCCGF 17.20.3.010 – Exhibit 20-2 as *Agriculture*, livestock) is not permitted within the requested zoning district of R-2, however the legal non-conforming use of livestock may be continued so long as it remains otherwise lawful, subject to the provisions within OCCGF 17.64.020.

9. Nonconforming structures. The City acknowledges previously existing structures on the Subject Property. If these structures are found to have nonconforming setbacks, they may continue so long as they remain otherwise lawful, subject to the provisions within OCCGF 17.64.030 – Nonconforming structures.

10. Special Improvement and Maintenance Districts. Owners hereby agree to waive their right to protest and appeal the lawful creation by the City of special improvement or maintenance districts for any proper purpose and shall pay the proportionate share of the costs associated with said special improvement or maintenance districts as they may be applied to the Subject Property.

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

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

13. Floodplain Regulations. The subject property is located partly or wholly within the Special Flood Hazard Area as identified by the Federal Emergency Management Agency (FEMA) flood maps. Development, new construction, alteration or substantial improvement may not commence without full compliance with the provisions of OCCGF Title 17, Chapter 56 – Floodplain Overlay Districts.

14. Reimbursements. Upon submittal of cost information, which shall be reviewed for accuracy by the City, Owners of the Subject Property shall be required to pay the pro-rata reimbursement costs incurred by either the initial Developer or the City, for improvements to Park Garden Lane associated with development of the Foxwood Estates Subdivision. All public improvement cost information shall be submitted to the City for review and determination of reimbursement amounts to be paid by the Owners.

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

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

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

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

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

Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk

(Seal of City)

APPROVED FOR LEGAL CONTENT*:

Jeffrey Hindoiem, 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.

Alexander Blewett IV and Celia Blewett

By: _____

By: _____

Its: _____

Its: _____

State of _____)

:ss.

County of _____)

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

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

Notary Public for the State of _____

(NOTARIAL SEAL)

ANNEXATION AGREEMENT
TRACT OF LAND LEGALLY DESCRIBED AS LOT 4A OF PARK GARDEN TRACTS, LOCATED IN
SECTION 23, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA.

The following is a binding Agreement dated this _____ day of _____, 2022, between Timothy Murphy and Deborah Murphy, hereinafter referred to as “Owners”, and the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as “City”, regarding the requirements for annexation of a tract of land into the corporate limits of the City legally described as Lot 4A of Park Garden Tracts, Section 23, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana, hereinafter referred to as “Subject Property”. Owners of the aforementioned Subject Property agree to, and are bound by, the provisions of this Agreement, and by signing this Agreement, therefore agree to terms applicable to the Subject Property. The City is authorized to enter into this Agreement by §17.68.010-040 of the Official Code of the City of Great Falls (OCCGF).

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

1.1 Declares that the Owners are aware of and have properly accounted for any natural conditions that may adversely affect the Subject Property;

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

1.3 Waives protest and appeal by the Owners and their successors against the creation of special improvement and maintenance districts that would provide and maintain necessary infrastructure;

1.4 Indemnifies the City from claims relating to its approval of any construction or other development-related activities for the Subject Property and clarifies the City's limited role in the approval and oversight of any such construction or other development-related activities.

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

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

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

3.1 Minor Changes. Minor changes to the improvements that are deemed appropriate and necessary by the Administrator and which do not materially affect the hereinabove mentioned Subject Property, can be made as follows:

3.1.1 Before making changes, the Owners must submit revisions to the Administrator for review. Failure to do this before the proposed change is made may be considered by the City to be a breach of this Agreement and a violation of the OCCGF. The Administrator shall respond to all proposed changes within fourteen (14) days of receipt of the revised plans.

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

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

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

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

4. Fees. The Owners understand that they are required to pay the following fees as they come due. The absence of any fee from this Agreement which is lawfully charged by the City in connection with construction activity associated with Subject Property shall not constitute a waiver by the City.

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

4.2 Connection and Construction Fees. Water service tapping and water and sewer service connection fees will be assessed at the times of tapping and connections.

4.3 Storm Drain Fee. The Owners will pay a storm drain fee in the amount of \$250 per acre for annexation of the Subject Property. This equates to **\$375.00** for the total 1.850 acres of the Subject Property. The total storm drain fee shall be paid to the City no later than 30 days after City Commission action to annex the Subject Property into the City.

4.4 Payment of Application Fees Acknowledged. The following fees have been paid by the Owners: \$2,000.00 application fee for the establishment of zoning, and a \$500.00 application fee for annexation.

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

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

6.1 Water Improvements. To serve the Subject Property, the Owners are required to connect to the existing water main located in Park Garden Lane, under the terms of the Owner’s previous written agreement with the City of Great Falls Public Works Department, a copy of which is attached as Exhibit A hereto and incorporated herein by this reference.

6.2 Sewer Improvements. To serve the Subject Property, the Owners are required to abandon all drain fields and septic tanks per the Cascade County Health Department and City of Great Falls requirements and connect to the existing private sewer main located in Park Garden Lane under the terms and conditions of Exhibit A, attached hereto.

6.3 Future Sewer Improvements. If a second dwelling unit is added to the Subject Property by request of Conditional Use or by other legal means, one service line is permitted to serve both dwelling units upon one lot as long as both dwelling units are on the same lot and under common ownership. A shared service line would not apply to any future dwellings or future subdivision requests that create separate lots upon the Subject Property.

6.4 Sidewalks. The Owners are not required to construct a sidewalk along Park Garden Lane as part of this annexation request. The Owners acknowledge such a sidewalk may be required in the future, but only as part of a comprehensive sidewalk project which creates a contiguous sidewalk extending from Owners' property on Park Garden Lane to adjacent street pedestrian facilities such as Park Garden Road or Fox Drive. Owners shall not be required to construct a sidewalk along Park Garden Lane that is disconnected from adjacent street pedestrian facilities such as Park Garden Road or Fox Drive.

7. Permits. With the exception of water and sewer utility connections which were previously approved by the City, this Agreement must be approved by the City Commission and signed by the City Manager and the Owners before permits for any work will be approved.

8. Nonconforming uses. The City acknowledges there are previously existing non-conforming uses on the Subject Property. Specifically, the Owners have a second dwelling unit and a day care on the subject

property. The use of a two-family residence and day care center (noted in OCCGF 17.20.3.010 – Exhibit 20-1) are permitted by conditional use within the requested zoning district of R-2, however they may be continued so long as they remain otherwise lawful, subject to the provisions within OCCGF 17.64.020.

9. Nonconforming structures. The City acknowledges previously existing structures on the Subject Property. If these structures are found to have nonconforming setbacks, they may continue so long as they remain otherwise lawful, subject to the provisions within OCCGF 17.64.030 – Nonconforming structures.

10. Special Improvement and Maintenance Districts. Owners hereby agree to waive their right to protest and appeal the lawful creation by the City of special improvement or maintenance districts for any proper purpose and shall pay the proportionate share of the costs associated with said special improvement or maintenance districts as they may be applied to the Subject Property.

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

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

13. Floodplain Regulations. The subject property is located partly or wholly within the Special Flood Hazard Area as identified by the Federal Emergency Management Agency (FEMA) flood maps. Development, new construction, alteration or substantial improvement may not commence without full compliance with the provisions of OCCGF Title 17, Chapter 56 – Floodplain Overlay Districts.

14. Reimbursements. Upon submittal of cost information, which shall be reviewed for accuracy by the City, Owners of the Subject Property shall be required to pay the pro-rata reimbursement costs incurred by either the initial Developer or the City, for improvements to Park Garden Lane associated with development of the Foxwood Estates Subdivision. All public improvement cost information shall be submitted to the City for review and determination of reimbursement amounts to be paid by the Owners.

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

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

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

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

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

Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk

(Seal of City)

APPROVED FOR LEGAL CONTENT*:

Jeffrey Hindoien, 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.

Timothy Murphy and Deborah Murphy

By: _____

By: _____

Its: _____

Its: _____

State of _____)

:ss.

County of _____)

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

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

Notary Public for the State of _____

(NOTARIAL SEAL)



Commission Meeting Date: September 6, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

- Item:** Ordinance 3249, “An Ordinance Amending Title 17, Chapter 4, Chapter 8 and Chapter 20 of the Official Code of the City of Great Falls Pertaining to Use of Land Within the City of Great Falls for Commercial Marijuana Business Activities”
- From:** City Attorney
Planning & Community Development Department
- Initiated By:** City Commission
- Presented By:** Jeff Hindoién, City Attorney
- Action Requested:** Conduct public hearing and adopt Ordinance 3249 on Second Reading.
-

Public Hearing:

1. Mayor conducts public hearing pursuant to OCCGF 1.2.050 and Title 17, Chap. 16, Art 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 / not adopt) Ordinance 3249.”
 2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
-

Staff Recommendation: Staff recommends that the Commission conduct a public hearing on Ordinance 3249 and then take action to adopt Ordinance 3249 in such form as reflects the will of the Commission.

Background / Justification for Proposed Amendment:

1. History of Regulation in Great Falls. In response to the legalization of medical marijuana in Montana in the mid-2000’s, the City Commission considered the issue of whether to allow such activities in the City or not back in 2010. After extensive public comment and consideration, the Commission ultimately took action in June of 2010 to enact Ordinance 3054 as a specific gesture to prohibit medical marijuana activities in the City by both (1) amending the Official Code of the City of Great Falls (OCCGF) 17.4.070 and enacting the following provision at OCCGF 17.20.3.070:

17.20.3.070 – Prohibited land uses. No use of land shall be permitted by right or conditionally permitted within the City of Great Falls that is in violation of federal, state or local law.

Both Ordinance 3054 and the City’s prohibition of medical marijuana activities have remained in effect and unchallenged for over a decade now.

1. **Passage of Initiative 190 – November 2020.** In November of 2020, however, Montana voters approved Initiative 190 (I-190) to legalize a range of adult-use marijuana activities on a statewide basis. The language of I-190 as enacted by the voters contained a provision that would have expressly prevented the City of Great Falls (or any other self-governing municipality) from completely prohibiting commercial adult-use marijuana activities (*see I-190, Section 37*). However, the 2021 Legislature convened after the enactment of I-190 and took action to **repeal** that specific restriction as part of its passage of a revised statutory framework that now governs both medical and adult-use marijuana activities, i.e., HB 701 (*see HB 701, Section 106*).

As a self-governing municipality, the City is allowed to exercise any power not specifically prohibited and any limitation on its authority has to be express, not implied. The actions of the 2021 Legislature in very specifically removing the express limitation on charter municipality authority from the I-190-enacted law means that there can be no “implied” restriction on the City’s authority to prohibit adult-use marijuana activities.

2. **The Safety Inspection Certificate Appeal – April 2022.** In April of 2022, the City Commission conducted a public hearing to consider an appeal of City staff’s decision to not process or issue a Safety Inspection Certificate (SIC) to individuals seeking to operate an adult-use marijuana dispensary in the City. The staff’s decision to not process or issue the SIC was based on (1) the City’s long-standing ordinance relating to land uses not being permitted that are in violation of federal law; (2) the absence of any federal law changes regarding marijuana; and (3) the removal by the Legislature of the I-190 restriction on charter municipality authority to completely prohibit adult-use marijuana activities within the City.

After consideration of the presentation by the SIC appellant and public comment concerning the subject, the Commission took action to deny the SIC appeal but also directed staff to bring forward a proposed referendum package to refer an ordinance **specifically prohibiting** commercial marijuana activities to the voters of the City of Great Falls in November of 2022.

3. **The Referendum to the Voters – November 2022.** That referendum package has now been the subject of review and discussion by the City Commission at its Work Sessions on June 7, 2022 and July 5, 2022 and was formally considered and approved by the Commission at its August 2, 2022 Regular Meeting. Accordingly, the electors of the City of Great Falls will now decide in November whether to enact the following language in the City Code:

17.4.070 – Relationship of this Title to other regulations. In addition to meeting the regulations contained in this Title, development shall comply with all applicable regulations of Federal and State agencies. In all cases, the strictest of the applicable provisions shall apply. No use of land shall be permitted by right or conditionally permitted within the incorporated City limits that is in violation of federal, state or local law. **This prohibition includes, but is not limited to, any use of land for the marijuana business categories otherwise authorized by Mont. Code Ann. Title 16, Chapter 12, Parts 1 through 5 and Admin. R. Mont. § 42.39.401 et seq.**

17.20.3.070 – Prohibited land uses. No use of land shall be permitted by right or conditionally permitted within the City of Great Falls that is in violation of federal, state or local law. **This prohibition includes, but is not limited to, any use of land for the marijuana business categories otherwise authorized by Mont. Code Ann. Title 16, Chapter 12, Parts 1 through 5 and Admin. R. Mont. § § 42.39.401 et seq.**

4. *The Alternative Regulatory Framework - Present.* In addition to (and apart from) the referendum measure, however, the Commission also directed staff to develop an alternative regulatory framework **allowing for** commercial marijuana activities in the City, with that alternative framework to become effective if the voters do not wish to specifically prohibit those activities. The contemplated timeframe for development of that alternative framework was initially based only on the election timeframe (i.e., November 2022). However, the individuals who advanced the above-referenced SIC appeal in April (Mr. and Ms. Yatsko) have now filed a lawsuit against the City seeking a ruling from the District Court that the City cannot prohibit commercial marijuana activities under State law.

Accordingly, there are now two (2) separate and distinct circumstances under which an alternative regulatory framework allowing for commercial marijuana activities would be necessary:

- The initially contemplated possibility, i.e., that the voters of the City will choose not to enact a specific prohibition of those activities; OR
- A ruling by a Court that the City must allow commercial marijuana activities in the City under State law.

Unlike the election “circumstance”, the timing for any potential Court ruling is impossible to predict but it is now very likely that a Court ruling will be issued relatively soon. With that in mind, City staff advised the City Commission at its July 5, 2022 Work Session that it intended to accelerate the development of the alternative regulatory framework structure so that it could be considered and discussed by both the Planning Advisory Board / Zoning Commission and the City Commission during the August / September timeframe.

The current proposal is centered on simplicity and is modeled principally on the regulatory framework enacted by the City of Kalispell after the passage of I-190 and the Legislature’s modifications to the I-190 structure in HB 701. The City of Kalispell was the only other large municipality in Montana – apart from Great Falls – that had no commercial medical marijuana operations prior to I-190 and HB 701. The City of Kalispell ultimately enacted an ordinance allowing commercial marijuana activities in only its two Industrial zoning districts.

The current alternative regulatory framework proposal for the City of Great Falls is similar to that approach in terms of the Cultivation and Manufacturing land uses being allowed only in the I-1 and I-2 industrial zoning districts. However, the current proposal differs significantly from the Kalispell structure because it would allow for the Dispensary land use in commercial zoning districts in the same manner as off-premise liquor sales are currently allowed. The zoning ordinance proposal would utilize State law definitions for the various types of commercial marijuana activities and amend the current Land Use Table to allow those activities in the various base zoning districts as follows:

- Dispensary allowed as a PERMITTED use in the C-1, C-2, C-3, C-4, I-1 or I-2 zoning districts and a CONDITIONAL use in the C-5, M-1 and M-2 zoning districts;

- Testing Laboratory and Transporter allowed as a PERMITTED use in the I-1 or I-2 zoning districts;
- Cultivation allowed as a PERMITTED use in I-2 and a CONDITIONAL use in I-1;
- Manufacturing allowed as a PERMITTED use in I-2 only.

In addition to making the above-referenced changes to the Land Use Table, the current zoning ordinance text would also be amended as follows:

17.4.070 – Relationship of this Title to other regulations. In addition to meeting the regulations contained in this Title, development shall comply with all applicable regulations of Federal and State agencies. In all cases, the strictest of the applicable provisions shall apply. No use of land shall be permitted by right or conditionally permitted within the incorporated City limits that is in violation of federal, state or local law, **except for land uses relating to activities licensed by the Montana Department of Revenue under the Montana Marijuana Regulation and Taxation Act and identified as allowed in 17.20.3.010 and its accompanying exhibits.**

17.20.3.070 – Prohibited land uses. No use of land shall be permitted by right or conditionally permitted within the City of Great Falls that is in violation of federal, state or local law, **except for land uses relating to activities licensed by the Montana Department of Revenue under the Montana Marijuana Regulation and Taxation Act and identified as allowed in 17.20.3.010 and its accompanying exhibits.**

The current proposal's allowance for the Dispensary land use in commercial districts is based on City staff's assessment of input and discussion from the City Commission's August 2, 2022 Work Session. That proposed framework was then taken to the Great Falls Planning Advisory Board / Zoning Commission at their August 9, 2022 meeting. The Planning Advisory Board / Zoning Commission voted unanimously (5-0) to recommend that the City Commission **NOT** adopt the current proposal based on concerns over its broad allowance for the Dispensary land use in Commercial zoning districts.

The City Commission then undertook its First Reading / Set Public Hearing action on this proposal at its August 16, 2022 Regular Meeting. After soliciting public comment, the Commission voted 3-2 in favor of accepting Ordinance 3249 on First Reading in its current form and setting a public hearing for Second Reading consideration of the ordinance on September 6, 2022. It is that public hearing and Second Reading consideration that is now before the Commission.

Concurrences: Staff from the City's Legal and Planning and Community Development Departments have worked in tandem to research and develop the proposed alternative regulatory framework in its current form. As indicated above, staff has also solicited and received City Commission input on the proposed regulatory framework through the Commission's Work Session process and through the Planning Advisory Board / Zoning Commission. Based on the Commission's discussion of the proposed ordinance at its August 16, 2022 Regular Meeting, however, it is clear that there are differing viewpoints and perspectives on at least that portion of the proposed ordinance allowing for the Dispensary land use in Commercial zoning districts.

Fiscal Impact: To the extent the implementation of the proposed alternative regulatory framework will not occur unless either (1) the voters choose not to specifically prohibit the commercial marijuana activities or (2) a Court directs the City to allow for such activities, there is no immediate fiscal impact. However, in the event the voters of Cascade County were to approve the adoption of a local-option excise tax in November of 2022, any future allowance for commercial dispensary operations in the City of Great

Falls could have an impact on the amount of local option excise tax revenue available to the County and the City.

Attachments/Exhibits: Ordinance 3249
Ord. 3249 Exhibit "A"

ORDINANCE 3249

AN ORDINANCE AMENDING TITLE 17, CHAPTER 4, CHAPTER 8, AND CHAPTER 20, OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO USE OF LAND WITHIN THE CITY OF GREAT FALLS FOR COMMERCIAL MARIJUANA BUSINESS ACTIVITIES

* * * * *

WHEREAS, the City of Great Falls is authorized by its Charter and Montana law to establish laws to protect the health, safety and welfare of the citizens of Great Falls; and

WHEREAS, the City Commission has, in the exercise of those powers, previously established Title 17 of the Official Code of the City of Great Falls (OCCGF), which establishes a comprehensive structure for development and land use within the City of Great Falls; and

WHEREAS, the City Commission took action in June of 2010 to adopt Ordinance 3054, as a component of the Title 17, Chapter 4 and Chapter 20, provisions regarding land use, to prohibit any medical marijuana activities in the City of Great Falls;

WHEREAS, in November of 2020, a majority of the voters of the State of Montana, including a majority of the voters of Cascade County and the City of Great Falls, voted to approve Initiative Measure 190 (“I-190”), which legalized both the adult use of marijuana under certain limitations and various categories of commercial marijuana business activities; and

WHEREAS, I-190, as passed by the voters, contained express limitations on the ability of a charter municipality like the City of Great Falls to completely prohibit certain adult-use marijuana providers and dispensaries from being located in the City; and

WHEREAS, the 2021 Montana Legislature took action to enact House Bill 701, which amended I-190 and created a different comprehensive structure to allow for and regulate commercial marijuana business activities in Montana; and

WHEREAS, one of the specific changes the Montana Legislature made to I-190 through HB 701 was to remove I-190’s express limitation on the ability of a charter municipality like the City of Great Falls to completely prohibit certain commercial marijuana business activities; and

WHEREAS, the City Commission has taken action to refer a proposed ordinance specifically prohibiting all types of commercial marijuana business activities from operating within the City of Great Falls to a vote of the electors of the City to be conducted on November 8, 2022; and

WHEREAS, a lawsuit has now been filed against the City of Great Falls challenging its authority to prohibit commercial marijuana business activities and seeking an order from the District Court requiring the City to allow for such activities within its boundaries; and

WHEREAS, the City Commission now wishes to enact an alternative regulatory framework in its Land Development Code that will allow for commercial marijuana business activities within the City of Great Falls, with such framework to become effective and operative only in the event of either (1) a vote of the electors of the City in November of 2022 to not specifically prohibit such activities or (2) the issuance of a Court order directing that the City allow such activities to be conducted within its boundaries.

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

Section 1. The provisions of OCCGF Title 17, Chapter 4, Chapter 8, and Chapter 20, are hereby amended as depicted by Exhibit “A” attached hereto and by reference incorporated herein with deleted language identified by ~~strikeout~~ and inserted language **bolded**; and

Section 2. **CONTINGENT EFFECTIVE DATE:** This ordinance shall in no event be effective any sooner than thirty (30) days after second reading and final adoption as provided by law, but it shall not become effective **except** upon (A) certification by the Cascade County Election Administrator of an election result showing that a majority of the electors of the City of Great Falls voting in the election to be conducted on November 8, 2022 have voted against the enactment of Ordinance 3245 as presented to them via Resolution 10471 OR (B) the issuance of a Court order directing that the City of Great Falls allow commercial marijuana business activities within its boundaries. In the event that neither such contingency ever occurs, this ordinance shall be null, void and of no legal force or effect.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading August 16, 2022.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading and public hearing on September 6, 2022.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Jeff Hindoien, City Attorney

17.4.070 Relationship of this Title to other regulations.

In addition to meeting the regulations contained in this Title, development shall comply with all applicable regulations of Federal and State agencies. In all cases, the strictest of the applicable provisions shall apply. No use of land shall be permitted by right or conditionally permitted within the incorporated City limits that is in violation of Federal, State, or local law, **except for land uses relating to activities licensed by the Montana Department of Revenue under the Montana Marijuana Regulation and Taxation Act and identified as allowed in 17.20.3.010 and its accompanying exhibits.**

(Ord. 3249, 2022; Ord. 3194, 2019))

17.8.120 General definitions.

- A. **Words and terms not defined.** Unless specifically defined in this section, words or phrases used in this Title shall be interpreted so as to give them the meaning they have in common usage and to give this Title its most reasonable application.
- B. **Words and terms defined.** For the purpose of this Title, certain terms and phrases are defined below and shall have the meaning ascribed to them, except where the context clearly indicates a different meaning.

A

"A-type sign" See: sandwich board sign.

"Abandoned sign" a sign that has not advertised a bona fide business, product or service for a period of one hundred eighty (180) consecutive days; a sign that is damaged, in disrepair, or vandalized and not repaired within thirty (30) days from the onset of damages.

"Accessible entrance" means an entrance to a facility meeting the minimum accessibility requirements of the Americans with Disabilities Act.

"Accessible route" means a continuous unobstructed path connecting all accessible elements and spaces of a building or facility. Interior accessible routes may include corridors, floors, ramps, elevators, lifts, and clear floor space at fixtures. Exterior accessible routes may include parking access aisles, curb ramps, crosswalks at vehicular ways, walks, ramps, and lifts. (Source: "ADA Standards for Accessible Design" 28 CFR Part 36, revised as of July 1, 1994)

"Accessory building/structure" means any building or structure that is clearly incidental and subordinate to and customarily found with a principal use.

"Accessory land use" See: land use, accessory.

"Accessory living space" means an interior space included as an integral part of a detached garage or other permitted accessory structure that is clearly subordinate to and upon the same lot as a single-family residential home. Similar terms include bonus rooms, craft or hobby rooms, home shops, granny flats, mother-in-law suites, guest houses or bedrooms, carriage houses and the like.

"Accessory use" means a use that is incidental and subordinate to the main use of a property and is located on the same lot as the main use.

"Adjudicative decision" means a decision that is discretionary in nature and that is made by elected or appointed governmental officials in the context of existing standards, requirements, and procedures and that applies to a specific instance. Examples include annexation requests and subdivision proposals.

"Administrative decision" means a decision that is made by a governmental employee in the context of existing standards, requirements, and procedures and that applies to a general or specific instance. For example issuance of a building permit is an administrative decision.

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Administrative government center" means a place and/or building, or portion thereof, that is used or is intended as a governmental office or administrative facility. The term includes post offices, courthouses, correctional and related transitional facilities, and the like.

"Administrative services" means a place and/or building, or portion thereof, that is used or is intended for providing administrative functions where customers are infrequent. The term includes data processing centers, customer service centers via telecommunications, architectural firms, engineering firms, and the like.

"Adult arcade" means any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, or other image-producing devices are maintained to show images to five (5) or fewer individuals per machine at any one (1) time, and where the images so displayed are distinguished or characterized by an emphasis on the depiction or description of specified sexual activities or specified anatomical areas.

"Adult book store/adult video store" means a commercial establishment which, as one (1) of its principal business purposes, offers for sale or rental for any form of consideration any one (1) or more of the following:

1. Books, magazines, periodicals, or other printed matter, or photographs, films, motion pictures, video cassettes or video reproductions which are characterized by an emphasis on the depiction or descriptions of specified sexual activities or specified anatomical areas;
2. Instruments, devices, or paraphernalia which are designed for use in connection with specified sexual activities.

"Adult cabaret" means a nightclub, bar, restaurant, or similar commercial establishment which regularly features:

1. Persons who appear semi-nude; or
2. Live performances which are characterized by the exposure of specified anatomical areas or by specified sexual activities; or
3. Film, motion pictures, video cassettes, slides or other photographic reproductions which are characterized by the exhibition or display of specified sexual activities or specified anatomical areas.

"Adult motel" means a hotel, motel, or similar commercial establishment which:

1. offers accommodations to the public for any form of consideration; provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slide, or other photographic reproductions which are characterized by an emphasis on the depiction or description of specified sexual activities or specified anatomical areas; and has a sign advertising availability of this type of photographs reproduction; or
2. offers a sleeping room for rent for a period of time that is less than ten (10) hours; or
3. allows a tenant or occupant of a sleeping room to sub-rent the room for a period of time that is less than ten (10) hours.

"Adult motion picture theater" means a commercial establishment which, for any form of consideration, regularly shows films, motion pictures, video cassettes, slides or similar photographic reproductions that are distinguished or characterized by an emphasis on the depiction or description of specified sexual activities or specified anatomical areas.

"Affordable housing" means a dwelling unit that may be purchased or rented by a household earning no more than one hundred twenty (120) percent of the median annual income in the specified area and where the monthly housing costs do not exceed thirty (30) percent of the family's total monthly income. For example, in an area with a median income of fifteen thousand dollars (\$15,000.00), the term "affordable housing" would only be applied to those households earning less than eighteen thousand dollars (\$18,000.00) ($\$15,000.00 \times 1.2 = \$18,000.00$). For a household with an annual income of fifteen thousand dollars (\$15,000.00), their total housing costs should not exceed three hundred seventy-five dollars (\$375.00) per month ($(\$15,000.00 \times 0.3) / 12 \text{ months} = \375.00).

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Aggrieved person" means a person that has or likely will suffer an adverse effect resulting from a decision made pursuant to this Title.

"Agricultural commodity storage facility" means a place and/or building, or portion thereof, that is used or is intended to store bulk food stuffs prior to shipment and/or processing. The term includes grain elevators and such facilities.

"Agricultural water user facility" means those facilities which provide water for agricultural land as defined in 15-7-202, MCA, or which provide water for the production of agricultural products as defined in 15-1-101, MCA, including ditches, pipes, and head gates.

"Agriculture, horticulture, nursery" means a place and/or building, or portion thereof, that is used or is intended for growing fruit, vegetables, flowers, and other plants typically grown on farming operations in the region.

(Ord. 2950, 2007)

"Agriculture, livestock" means a place and/or building, or portion thereof, that is used or is intended for raising horses and/or cattle, exclusively.

"Agriculture sales" means a place and/or building, or portion thereof, that is used or is intended to be used for retail sale of a product(s) unique to and directly related to farm and ranch operations. The term includes feed/seed sales, irrigation equipment sales, farm machinery sales and repair, and the like. The term does not include wholesale sales.

"Air contaminant" means any fume, smoke, particulate matter, vapor, gas, or any combination. The term does not include water vapor or steam condensation.

"Airport" means a place and/or building, or portion thereof, that is used or is intended for the landing and takeoff of airplanes, helicopters, similar craft, including all necessary facilities for the housing and maintenance of the same.

"Airport, private" means an airport that is used by the owner and other persons authorized by the owner and not open for general public use.

"Airport, public" means an airport that is open for general public use.

"Airport elevation" means the highest point of an airport's usable landing area measured in feet from sea level.

"Airport influence area" means all land in the proximity of an airport within a defined boundary, the use of which may be affected by the airport's existence.

"Alley" means a vehicular accessway providing secondary access to the back of lots that front on a street.

"Alteration" See: structural alteration.

"Amateur radio station" means a radio station operated by a federally licensed amateur radio operator as part of the Amateur Radio Service.

"Animal shelter" means a place and/or building, or portion thereof, that is used or is intended to temporarily house stray pets.

"Annexation" means the process of adding land to the jurisdictional area of a city or town.

"Antenna" means a device that can be used to receive and transmit electromagnetic waves. The term includes directional antennas and omni-directional antennas. The term does not include (1) mobile services providing public information coverage of news events of a temporary nature or (2) hand held devices such as cell phones, business-band mobile radios, walkie-talkies, cordless telephones, garage door openers, and similar devices.

"Antenna, building-mounted" means any antenna, other than an antenna with its supports resting on the ground, directly attached or affixed to a building, tank, tower, building-mounted mast less than ten (10) feet tall and six (6) inches in diameter, or structure other than a telecommunication tower.

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Antenna, directional (also known as a panel antenna)" means an antenna that transmits and/or receives radio frequency signals in a directional pattern of less than three hundred sixty (360) degrees.

"Antenna, ground-mounted" means any antenna with its base, single or multiple posts, placed directly on the ground.

"Antenna, omni-directional" means an antenna that transmits and/or receives radio frequency signals in a three hundred sixty-degree radial pattern. For the purpose of this Title, an omni-directional antenna is up to fifteen (15) feet in height and up to four (4) inches in diameter.

"Antenna, parabolic (also known as satellite dish antenna)" means any device incorporating a reflective surface that is solid, open mesh, or bar configured that is shallow dish, cone, horn, bowl or cornucopia-shaped and is used to transmit and/or receive electromagnetic or radio frequency communication/signals in a specific directional pattern. This definition is meant to include, but is not limited to, what are commonly referred to as satellite earth stations and satellite microwave antennas.

"Antenna, portable" means any device used to transmit and/or receive electromagnetic or radio frequency communication/signals in a specific directional pattern, located on a portable or moveable base designed to be placed either for temporary or long-term use at a given site.

"Antenna, vertical" means a vertical type antenna with no horizontal cross-section greater than one-half ($\frac{1}{2}$) inch in diameter.

"Appeal" means a process initiated by an aggrieved party to review: (1) a decision made pursuant to this Title; or (2) an alleged failure to act as required by this Title.

"Appellant" means a person who has filed an appeal pursuant to this Title.

"Applicant" means a person who submits an application as required by this Title.

"Approach surface" means a surface longitudinally centered on the extended airport runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope. In plan view, the perimeter of the approach surface coincides with the perimeter of the approach zone.

"Approved plastic" means slow-burning plastic of no greater combustibility than that approved for sign use by Underwriter Laboratories, Inc.

"Aquifer" means a water-bearing, subsurface formation capable of yielding sufficient quantities of water to a water well for a beneficial use.

"Arboricultural standards and specifications" means the standards for the planting, care, and maintenance of trees, shrubs, and landscaping on file with the City Forester.

"Arcade" means a covered walkway often with shops on one (1) side or both.

"Architect" See: registered architect.

"Area of special flood hazard" See: one hundred-year floodplain.

"Artificial obstruction or development" means any obstruction which is not natural and includes any dam, diversion, wall, riprap, embankment, levee, dike, pile, abutment, projection, revetment, excavation, channel rectification, bridge, conduit, culvert, building, refuse, automobile body, fill or other analogous structure or matter in, along, across, or projecting into any one hundred-year floodplain which may impede, retard or alter the pattern of flow of water, either in itself or by catching or collecting debris carried by the water, or that is placed where the natural flow of water would carry the same downstream to the damage or detriment of either life or property.

"Artisan shop" means a place and/or building, or portion thereof, that is used or is intended for creating works of art and/or production of handmade craft items on a small-scale. Examples of such items include paintings, sculptures, pottery, jewelry, hand blown glass, small wooden items, candles, soaps, and lotions.

"Assessed value" means that value established by the State of Montana for taxing purposes.

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Auction sales" means a place and/or building, or portion thereof, that is used or is intended to be used for auctioning goods to the general public. The term does not include estate sales and the like. Vehicle auctions are considered as vehicle sales and rentals.

"Automated teller machine (ATM)" means an automated device for conducting financial transactions.

"Automated teller machine (ATM), exterior" means an automated teller machine that is accessed from outside of an enclosed building.

(Ord. 2950, 2007)

"Average daily traffic (ADT)" means the average number of vehicles passing a specific point on a roadway during a single twenty-four-hour period.

"Average trip generation rate" means the average number of vehicles entering and exiting a site during a twenty-four-hour period.

"Avoid" means to take an action so that a negative impact does not occur.

"Awning or canopy" means a material or structure intended to provide protection from the weather that is mounted on the exterior of a building. Signage placed on an awning or a canopy is calculated as wall signage.

B

"Bank stabilization" means any effort to harden the bank of a stream to prevent lateral movement. Such measures include: bio-engineering, native material revetment, rip-rap, bin-walls, barbs, vanes, and other such techniques.

"Banner" means fabric, plastic, paper, or other light, pliable material not enclosed in a rigid frame that is suspended, mounted or attached to buildings or poles at two (2) ends or continuously across its longest side.

"Bed and breakfast" means a single family residence that offers overnight accommodations and a meal for a daily charge and which also serves as a primary residence of the operator or owner. (Refer to: 50-51-102, MCA)

"Bench/transit shelter sign" means an off-premise sign attached to a bench or transit shelter.

"Berm" means a mound or embankment of earth, generally man-made.

"Best management practice (BMP)" means, in relation to erosion control, a practice, technique, or measure that is an effective, practical means of preventing and reducing soil erosion and/or water pollution during land development activities. BMPs can be structural, vegetative, or operational practices.

"Bike lane" means a portion of a roadway which has been designated by striping, signing, and pavement markings for the preferential or exclusive use of bicyclists.

"Bike path" means a bikeway physically separated from motorized vehicular traffic by an open space or barrier and either within the roadway right-of-way or within an independent right-of-way.

"Bike route" means a segment of a system of bikeways designated by the jurisdiction having authority with appropriate directional and informational markers, with or without a specific bicycle route number.

"Bikeway" means any road, path, or way which in some manner is specifically designated as being open to bicycle travel, regardless of whether such facilities are designated for the exclusive use of bicycles or are to be shared with other transportation modes.

"Billboard" means a sign larger than two hundred (200) square feet in area, mounted on a permanent structure, designed to advertise products, services, or businesses not available on the premise upon which the sign is located.

"Block" means a group of lots, tracts, or parcels within well-defined and fixed boundaries (e.g., streets and public parks, cemeteries, railroad rights-of-way, shorelines of waterways, municipal boundary lines or subdivision boundary lines).

"Block face" means all of the lots situated on one (1) side of the street.

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Board of Adjustment" means the board of adjustment created by the City Commission and more fully described in this Title.

"Board of County Commissioners" means the governing body of Cascade County, Montana.

"Boulevard" means that area within the street right-of-way not occupied by street paving, curb and gutter, and sidewalks.

"Boulevard, inside" means that portion of the boulevard between the sidewalk and the lot.

"Boulevard, outside" means that portion of the boulevard between the sidewalk and the street.

"Boulevard banner" means a decorative sign constructed of cloth, canvas, or vinyl that contains upper and lower pole pockets and is secured by a pole banner bracket system. Boulevard banners are designed as attachments to street light poles or boulevard lamps and advertise special community events.

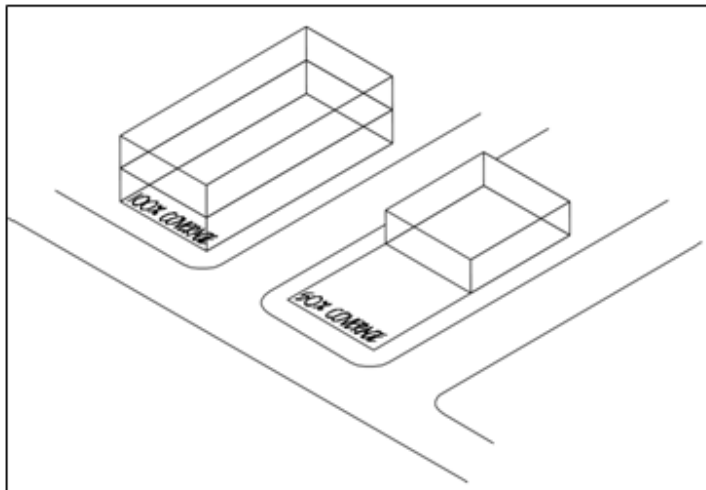
"Buffer area" means a landscaped area intended to separate and partially obstruct the view between uses, serve as an attractive boundary, or both.

"Building" means a structure having a roof supported by walls or columns, or other supports intended for the shelter or enclosure of people, animals, chattels, or property of any kind.

"Building area" means the total horizontal projected area of a building.

"Building coverage" is a measure of land use intensity. It compares the portion of a site that is covered by a building(s) with the overall area of the site. For example, a development consisting of two (2) buildings with a total footprint of 0.6 acres on a 2-acre site has a building coverage of 0.3 or 30 percent ($0.6 / 2 = 0.3$). (Exhibit 8-2)

Exhibit 8-2. Building coverage



"Building mass" means the three-dimensional bulk of a building represented by its height, width, and depth.

"Building permit" means a permit that is issued prior to the construction of or addition to a building or structure or the installation of a mobile home.

"Burden of proof" means the obligation of a party to establish a fact by evidence.

"Bus transit terminal" means a place and/or building, or portion thereof, that is used or is intended for loading and unloading of bus passengers along with facilities for ticket sales and food service areas primarily intended for bus passengers.

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

C

"Campground" means a place and/or building, or portion thereof, that is used or is intended for public camping, where people can camp, secure tents or cabins, or park trailers, camping trailers, pickup campers, automobiles, and recreational vehicles for camping and sleeping purposes. The term includes accessory buildings such as a laundromat and retail sales for the convenience of campground guests. (Source: 50-52-101, MCA)

"Cascade County Conservation District" means the governmental subdivision of Montana organized in accordance with Title 76, Chapter 15, Part 2, MCA, that functions in Cascade County to address issues relating to soil and water conservation.

"Casino" means any and all establishments that offer legalized gambling authorized under Title 23, Chapter 5, Part 1, et seq., MCA and where any one (1) of the following characteristics applies:

- a. The establishment is referenced as a "casino" or "gambling establishment", or makes any reference to legalized gambling by signage, advertisement or by name; and/or
- b. Five (5) or more gambling machines are on the premises; and/or
- c. A card table is on the premises.

"Casino, type I" means a casino allowed in certain zoning districts only if specific development and appearance standards are met.

"Casino, type II" means a casino allowed in certain zoning districts without specific development or appearance standards.

"Cemetery" means a place and/or building, or portion thereof, that is used or is intended for burial purposes. Accessory uses include columbariums, crematories, mausoleums, and mortuaries when operated in conjunction with and within the boundaries of such area.

"Central Business District" means the C-4 Central Business Core zoning district.

"Certificate of appropriateness" means a permit issued indicating conformance with design guidelines or other similar requirements as contained in this Title.

"Certificate of survey (COS)" means a drawing of a field survey prepared by a registered land surveyor for the purpose of disclosing facts pertaining to boundary locations.

"Changeable copy sign" means a sign whose content is changed by manual, electric, electromechanical or electronic means. Examples include electronic message boards, time and temperature boards or manually changed reader boards.

"Channelization project" means the excavation and/or construction of an artificial channel for the purpose of diverting the entire flow of a stream from its established course.

"City Attorney" means the position of City Attorney for the City of Great Falls.

"City Clerk" means the position of City Clerk for the City of Great Falls.

"City Commission" means the governing body of the City of Great Falls.

"Civic use facility" means a place and/or building, or portion thereof, that is used or is intended for large gatherings of people. The term includes zoos, arenas, stadiums, fairgrounds, and the like.

"Climate controlled indoor storage" means indoor units, accessed from inside a building, for rent or lease and intended for personal storage. Such storage units are heated for a consistent climate. Document storage services are also included in this definition.

"Co-located telecommunication antennae" means an antenna that is mounted on an existing tower.

"Co-location" See: telecommunication facility, co-located.

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Collector street" means a roadway that links local access streets to the arterial roadway network (minor and principal arterials). Speeds are generally lower than on arterials and access to adjacent land uses has a high priority. This is one (1) level in the City's functional classification system for roads within its jurisdiction.

"Color rendering index (CRI)" means a measurement comparing the color of an object under a light source to a reference light source of comparable color temperature. CRI values generally range from 0 to 100. As the CRI approaches 100, the color of the lit object becomes truer or closer to the original color.

"Commercial educational facility" means an educational facility operated by private institutions or individuals that is used or is intended for preparing students for jobs in trades or professions. The term includes music schools, hair styling schools, real estate schools, and the like.

"Commercial kennel" means a place and/or building, or portion thereof, that is used or is intended for housing three (3) or more dogs, cats or other domesticated animals over six (6) months of age or for the purpose of boarding, breeding, training, or sale. The term includes boarding kennels, dog motels, and dog training centers. The term does not include animal hospitals, animal grooming parlors, or pet shops.

"Commercial use" means a use that involves the exchange of cash, goods or services, barter, forgiveness of indebtedness, or any other remuneration in exchange for goods, services, lodging, meals, entertainment in any form or the right to occupy space over any period of time.

"Commercial zoning district" means any zoning district established by this Title that has a "C" followed by a number as its abbreviation (e.g., C-1).

"Community center" means a place and/or building, or portion thereof, that is used or is intended for short-term and intermittent meetings or gatherings of nonresident individuals that are generally open to the public for purposes of recreation, sharing information, entertainment, social service, or similar activities. The term includes fraternal, social, or civic clubs, lodges, union halls, and the like.

"Community cultural facility" means a place and/or building, or portion thereof, that is used or is intended for studying, reading, personal education, or for viewing the visual arts. The term includes libraries, museums, art galleries, observatories, and the like. The term does not include performing arts.

"Community garden" means an outdoor area that is used to grow vegetables, fruits, flowers, and the like by a group of unrelated individuals who primarily use what is grown for their personal use. The community garden can be divided into individual plots of land for the exclusive use of the person assigned each plot, or the entire garden may be a cooperative effort of any number of people, or a combination thereof.

"Community residential facility" means any one (1) of the following as defined:

- a. "Community group home" means a family-oriented residence that is designed to provide residential services for two (2) to eight (8) individuals with severe disabilities and does not provide skilled or intermediate nursing care. The term does not preclude the provision of skilled or intermediate nursing care by third-person providers. (Source: 52-4-202, MCA)
- b. "Youth foster home" means a youth care facility licensed by the State in which one (1) to six (6) children or youth other than the foster parents' own children, stepchildren, or wards are given food shelter, security and safety, guidance, direction, and if necessary, treatment. (Source: 52-2-602, MCA)
- c. "Youth group home" means a youth care facility licensed by the State in which seven (7) to twelve (12) children or youth are given food shelter, security and safety, guidance, direction, and if necessary, treatment. (Source: 52-2-602, MCA)
- d. "Halfway house" means a place and/or building, or portion thereof, that is used or is intended to provide treatment, rehabilitation, and prevention of chemical dependency. (Source: 53-24-103, MCA)
- e. "Adult foster care home" means a private home or other facility that offers only light personal care or custodial care to four (4) or fewer disabled adults or aged persons who are not related to the owner or manager of the home by blood, marriage, or adoption or who are not under the full guardianship of the owner or manager. (Source: 50-5-101, MCA)

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Community residential facility, type I" means a community residential facility with eight (8) or fewer individuals.

"Community residential facility, type II" means a community residential facility with nine (9) or more individuals.

"Composting facility" means a place and/or building, or portion thereof, that is used or is intended for collecting and processing vegetation (but not food wastes) for composting. The term includes the storage and manipulation of materials prior to, during, and following composting.

"Comprehensive sign plan" means a plan submitted for Design Review Board approval in conjunction with a permit application for a building or sign. The plan must show all signage for a planned or existing multi-tenant development.

"Conditional use" See: land use, conditional.

"Conditional use permit" means a permit authorizing establishment of a conditional use consistent with the provisions of this Title.

"Condominium" means a form of ownership with unrestricted right of disposal of one (1) or more units in a multiple unit project with the land and all other parts of the project held in common ownership or use with owners of the other units.

"Conical surface" means a surface extending outward and upward from the periphery of the horizontal surface at a slope of 20:1 for a horizontal distance of four thousand (4,000) feet.

"Conservancy area" means a property or portion of a property designated on a recorded plat, deed, covenant, or other legally binding document to protect the natural features of the area designated.

"Conserve" means to manage and use in a prudent and sustainable manner to provide for future availability.

"Construction materials sales" means a place and/or building, or portion thereof, used or is intended for wholesale or retail sales of bulk construction materials such as roofing, lumber, bricks, component parts (trusses), and the like. The term does not include hardware stores, concrete plants, asphalt mixing plants, or any facility that manufactures building materials and offers them for retail sale on the premises.

"Contractor yard" means a place and/or building, or portion thereof, that is used or is intended to be used by a contractor/builder with one (1) or more of the following: construction material storage, machinery storage or repair, including trucks and heavy equipment, shops, and office space.

"Contractor yard, type I" means a contractor yard that would be compatible in size and scope in a residential setting as defined by performance standards herein described or as may be adopted.

"Contractor yard, type II" means a contractor yard that would be compatible in size and scope with industrial and commercial activities as defined by performance standards herein described or as may be adopted.

"Contributing structure, building or property" means a structure, building or property within a historic district that contributes to the historic integrity of the district.

"Convenience sales" means a place and/or building, or portion thereof, that is used or is intended for personal services or retail sale of a limited product line of frequently needed personal items. The term includes convenience stores, small grocery stores, barber shops, beauty parlors, and the like.

"County Clerk and Recorder" means the Clerk and Recorder for Cascade County.

"Covenant" means a legally binding agreement contained in a deed, declaration, or other legal document or on the face of a plat that restricts or regulates the use of specified real property.

"Critical habitat" means the area occupied by a species which contains those physical and biological features that are (1) essential to the conservation of the species and (2) which may require special considerations or protection. Critical habitat shall not include the entire geographic area which can be occupied by the species.

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Cumulative effect" means a noticeable overall effect which results from the incremental effects of other projects, where the increment from each project may not necessarily be noticeable or considered unacceptable.

"Curb" means the barrier used to separate roads and other vehicle use areas from the surrounding environs.

"Curb cut" means the width of the opening in the curb along a street that provides vehicular access to private property.

"Curb line" means the line at the back of the curb nearest to the lot line. In the absence of a curb, the curb line is established by the City Engineer.

"Curb radius" means the radius of the circle formed by the curve of the curb at the corner.

"Curb ramp" means a short ramp cutting through a curb or built up to it.

"Cutoff luminaire" means a luminaire where less than two and one-half (2.5) percent of the lamp lumens occur at or above the horizontal plane and no more than ten (10) percent of the lamp lumens occur above eighty (80) degrees.

D

"Date of completeness" means the date an application is deemed complete by the City.

"Day care center" means a place and/or building, or portion thereof, that is used or is intended to provide day care to children on a regular basis. The operation may include pre-school services/activities (Source: 52-2-703, MCA) (Ord. 2950, 2007)

"Deck" means an above-ground, unroofed platform extending from a building and intended for outdoor living.

"Dedication" means the deliberate appropriation of land by an owner for any general and public use, reserving to the landowner no rights that are incompatible with the full exercise and enjoyment of the public use to which the property has been devoted. (Source: 76-3-103(3), MCA)

"Demolition" means an act or process that destroys, in whole or in part, a structure.

"Demolition by neglect" means the gradual destruction of a building or structure due to a lack of normal maintenance.

"Demolition permit" means a permit issued consistent with this Title authorizing the complete or partial demolition of a structure.

"Density" means the number of dwelling units per acre, calculated as follows: number of dwelling units divided by the acreage of the parcel of land, whether gross or net. As the context would indicate, density can be based on the actual, proposed, or permitted number of dwelling units.

"Density, gross" means the density based on the acreage of the entire parcel of land. For example, a development of twenty (20) houses on a forty-acre parcel of land has a gross density of one-half of one (0.5) dwelling units per gross acre ($20 / 40 = 0.5$).

"Density, net" means the density based on the acreage of the entire parcel of land, excluding the acreage used for parks or which will not be further developed. For example, a development of twenty (20) houses on a forty-acre parcel of land, with twenty (20) acres in a floodplain or a conservation easement, has a net density of 1 dwelling units per net acre ($40 - 20 / 20 = 1$).

"Department Director" means a City of Great Falls official designated as the head of a specific City Department, or his/her designee, authorized to act on his/her behalf.

(Ord. 2950, 2007)

"Design review" means an evaluation of a project's design features as enumerated in this Title including architecture, site layout, and landscaping.

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Design Review Board" means that board created by the City Commission to administer the design review process consistent with this Title.

"Design wavier" means a grant of relief from the strict application of the adopted regulations that will avoid unintended and unwanted results and therefore result in a better development.

"Detention" means the temporary storage of storm runoff in a stormwater management practice with the goals of controlling peak discharge rates and providing gravity settling of pollutants.

"Detention facility" means a detention basin or alternative structure designed for the purpose of temporary storage of stream flow or surface runoff and gradual release of stored water at controlled rates.

"Development" See: land development.

"Development exaction" means money, land (on-site or off-site), or infrastructure (on-site or off-site) that a developer provides to a local unit of government to alleviate a specified impact created by the proposed development. The nature of the mitigation is determined on a case-by-case basis.

"Deviation, major" means a deviation from the terms of a permit or other approval other than a minor deviation.

"Deviation, minor" means a deviation from the terms of a permit or other approval issued pursuant to this Title that is necessary in light of technical or engineering considerations first discovered after the permit issuance or other approval and not reasonably anticipated during the review process and if had been known during the review process would not have materially altered the decision to issue the permit or approval.

"Diameter at breast height (DBH)" means a tree measured four and one-half (4½) feet above the ground surface on the uphill side of the tree. For a multi-trunk tree, DBH is the sum of the diameter of the three (3) largest trunks.

"Directional sign" means a sign that designates the location or direction of a place or area.

"Discourage" means to avoid or hinder an event or some occurrence.

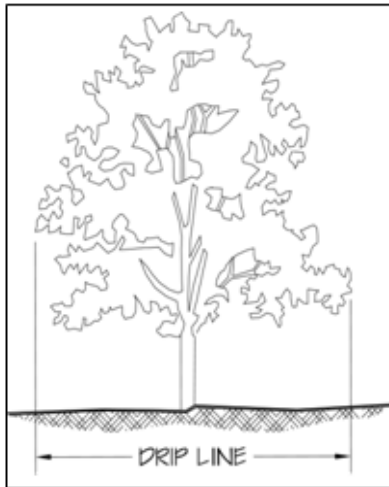
"Display surface" means the area of a sign structure that displays the advertising message.

"District" See: zoning district.

"Division of land" means the segregation of one (1) or more parcels of land from a larger tract held in single or undivided ownership by transferring or contracting to transfer title to or possession of a portion of the tract or properly filing a certificate of survey or subdivision plat establishing the identity of the segregated parcels pursuant to the Montana Subdivision and Platting Act. The conveyance of a tract of record or an entire parcel of land that was created by a previous division of land is not considered a division of land. (Source: 76-3-103(4), MCA)

"Drainage way" means any channel that conveys surface runoff throughout the site.

"Drip line" means a vertical line that extends from the outermost edge of the tree canopy to the ground. (Exhibit 8-3)

Exhibit 8-3. Drip line

"Dwelling unit" means a single building or portion thereof providing complete, independent living facilities for one (1) family, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

E

"Easement" means a less than fee interest to use the property of another for specific purposes.

"Easement, private road and public utility easement" means an easement shown on a plat where private roads are located and where public utility companies may place utility service for customers.

"Easement, public road and public utility easement" means an easement shown on a plat where public roads are located and where public utility companies may place utility service for customers.

"Educational facility (K—12)" means a place and/or building, or portion thereof, that is used or is intended for use as a preschool, elementary, junior high, or high school.

"Educational facility (higher education)" means any place and/or building, or portion thereof, that offers or is intended to provide secondary education. The term includes colleges, universities, community colleges, and vocational schools. On campus housing and dormitories to accommodate enrolled students are considered an accessory use.

"Electric sign" means a sign containing electrical wiring.

"Electronic message board" See: changeable copy sign.

"Electronic message display" means a sign capable of displaying words, symbols, figures or images that can be electronically or mechanically changed by remote or automatic means. (Ord. 3139, 2016)

"Emergency shelter" means a place and/or building, or portion thereof, that is used or is intended to provide temporary housing and ancillary services to primarily indigent, needy, homeless, or transient individuals.

"Encourage" means to stimulate, foster, or help advance an event or some occurrence.

"Engineer" See: registered professional engineer.

"Engineering department" means the Engineering Department for the City of Great Falls.

"Enhance" means to improve or increase in value or attractiveness.

"Ensure" means to guarantee or make sure something will happen.

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Environmental assessment" means a written report that documents the environmental, social, and cultural impacts and consequences of a proposed development project.

"EPA's Menu of BMPs" means the manual prepared by the Environmental Protection Agency.

"Erosion" means the detachment and movement of soil or rock fragments by water, wind, ice, or gravity.

"Erosion and sediment control plan" means a plan that is designed to minimize the accelerated erosion and sediment runoff at a site during construction activities.

"Erosion control" means a measure that prevents erosion.

"Erosion control permit" means a permit issued by the municipality for the construction or alteration of ground improvements and structures for the control of erosion, runoff, and grading.

"Establish" means to construct, place, insert, or excavate.

"Exaction" See: development exaction.

"Examining land surveyor" means a registered land surveyor appointed by the City to review surveys and plats submitted for filing.

"Existing manufactured home park or subdivision" means a manufactured home park or subdivision where the construction of facilities for servicing the manufactured home lots is completed before the effective date of the floodplain management regulations. This includes, at a minimum, the installation of utilities, the construction of streets, and either final site or grading, or pouring of concrete pads.

"Ex parte communication" means any form of communication (e.g., written, verbal), whether voluntary or occurring inadvertently, that occurs prior to and outside of the public hearing between an individual who will vote on an adjudicative matter pending before the decision-making body on which he/she serves and another individual and which relates to the matter pending.

F

"Factory-built home" See: Residence, manufactured/factory built.

"Family" means an individual, or two (2) or more individuals related by blood, marriage or adoption or other legal means, or a group of not more than five (5) individuals who are not related by blood, marriage or adoption, living together as a single housekeeping unit within a dwelling unit.

"Family day care home" means a private residence in which day care (meaning care is less than twenty-four (24) hours per day) is provided to three (3) to six (6) children from separate families on a regular basis. (Source: 52-2-703, MCA)

"Family, immediate" means a person who is a natural or legally defined offspring, spouse, sibling, parent, grandchild, grandparent, mother-in-law or father-in-law.

"Feather pole banner" means a sign with or without characters, letters, illustrations, or ornamentations applied to cloth, paper, flexible plastic, or fabric of any kind with only such material for backing. Feather flags are generally a single sign attached to a support post and typically having a dimensional ratio of 4 feet high to 1 foot wide and less than fifteen (15) feet height. This definition also applies to tear drop flags, windfeather flags, bow flags, and other similar type signs. (Ord. 3139, 2016)

"Fee in lieu" means a payment of money in place of meeting all or part of the storm water performance standards required by this ordinance.

"Fence" means a structure around the perimeter of a space that provides privacy, aesthetics, or security.

"Financial services" means a place and/or building, or portion thereof, that is used or is intended for providing financial and banking services. The term includes banks, savings and loan institutions, other lending institutions, and check cashing facilities. The term does not include automated teller machines, which are considered an accessory use to commercial enterprises.

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Finding" means a written conclusion or determination that is considered in reaching a decision.

"Fish habitat structure" means any structure that is designed to create fish habitat. Examples include random instream boulder cover and bank cover. This term is to be narrowly construed to exclude any structure which may offer fish habitat as a secondary benefit.

"Flag" means a square, rectangular, or triangular piece of fabric that is mounted along one (1) side upon a pole, cable, or rope.

"Floor area" means the total horizontal area contained within the outside perimeter of a building.

"Foot-candle" means a measure of light falling on a given surface. One (1) foot candle is equal to one (1) lumen per square foot.

"Foundation planting" means plant material placed in planting beds along and near a foundation of a building. Intended to complement the building and connect the building to the site.

"Freestanding sign - a.k.a. pole sign" means a sign supported wholly by a pole or poles, I-beam, or a structure in the ground with no part of itself attached to a building.

"Freight terminal" means a place and/or building, or portion thereof, that is used or is intended for unloading, loading or storage of freight for routing or reshipment.

(Ord. 2950, 2007)

"Frontage" means a side of a building that faces a public right-of-way or provides off-street parking, or provides a customer entrance, or any side of a lot or parcel that borders on a public right-of-way.

"Frontage road" See: road, frontage.

"Fuel tank farm" means a place and/or building, or portion thereof, that is used or is intended for commercial bulk storage of petroleum products or any other fuel.

"Fugitive dust" means solid airborne particulate matter resulting from any activity conducted on a parcel zoned, or used, for industrial purposes.

"Full-cutoff luminaire" means a luminaire where no light occurs above the horizontal plane and no more than ten (10) percent of the lamp lumens occur above eighty (80) degrees.

"Funeral home" means a place and/or building, or portion thereof, used or intended for the care and preparation of human dead for burial. The term includes funeral homes and mortuaries.

G

"Gaming, accessory" means a portion of a hotel, motel, restaurant or tavern with legalized gambling authorized under Title 23, Chapter 5, part 1, et seq., MCA, permitted with specific development and use standards.

"Garage, attached private" means a private garage sharing and attached to all or a portion of one or more walls of the primary residence, or included as an integral part of the residence. A private garage attached by a breezeway or similar connection to a primary residence is considered a detached private garage.

"Garage, detached private" means a private garage that is physically separated from the principal residence, or attached to the principal residence by means of a breezeway or similar connection.

"Garage, private" means a building that is intended to house vehicles and household items belonging to the owner or occupant of the principal residence.

(Ord. 2950, 2007)

"Garage sales" means the occasional non-business public sale of secondhand household goods and other goods incidental to household uses. The term also includes yard sales, patio sales, and the like. The term does not include any sales defined as itinerant outdoor sales.

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

(Ord. 2950, 2007)

"General repair" means a place and/or building, or portion thereof, that is used or is intended for the repair of consumer goods such as shoes, bicycles, appliances, business equipment, small engines, and the like. The term does not include repair of vehicles or industrial equipment.

"General sales" means a place and/or building, or portion thereof, that is used or is intended for retail sale of goods, commodities, or products to the end consumer.

"General services" means a place and/or building, or portion thereof, that is used or is intended for providing services not otherwise included in any other service type category. The term includes photography studios, weight loss centers, commercial postal services, beauty shops, pet grooming shops, photocopying and printing services, linen services, dry cleaning services, diaper services, and the like.

"Geological hazard" means the potential for geological instability arising from geologic features or conditions, including faults, landslides, avalanches, stream channel movement, fluvial erosion, and the like.

"Glare" means luminance in excessive of what the human eye is accustomed to resulting in annoyance, discomfort, or loss of visual performance and visibility.

"Golf course/driving range" means a place, whether organized for profit or not, that is used or is intended for playing golf.

"Grade control structure" means a structure consisting of stones, rocks, or analogous material that is placed on the bed of a stream to control or otherwise influence the grade of the stream.

"Grading" means the excavation or fill of soil material, including the resulting conditions thereof.

"Groundcover" means a low-growing plant material (other than turf grass) that characteristically does not grow higher than eighteen (18) inches and forms a more or less continuous cover over the ground surface.

"Groundwater" means water occupying the voids within a geologic stratum and within the zone of saturation.

"Group day care home" means a private residence in which day care (meaning care is less than twenty-four (24) hours per day) is provided to seven (7) to twelve (12) children on a regular basis. (Source: 52-2-703, MCA)

"Growth policy" means that document the City Commission has adopted consistent with 76-1-601, MCA.

H

"Hazard" means any condition, whether man-made or natural, which presents a tangible danger to the public health, safety, and general welfare.

"Hazard to air navigation" means an obstruction determined to have a substantial adverse effect of the safe and efficient utilization of the navigable airspace.

"Hazardous substance" means any material regulated by the "Emergency Planning and Community Right-to-Know Act of 1986" 42 USC 1101-11050, as may be amended.

"Hazardous waste" means a waste or combination of wastes that because of its quantity, concentration, or physical, chemical, or infectious characteristics, may (1) cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of or otherwise managed. The term does not include substances governed by Title 82, Chapter 4, Part 2, MCA. (Source: 75-10-403, MCA)

"Health care clinic" means a place and/or building, or portion thereof, that is used or is intended for providing medical services including prevention, diagnosis, treatment, or rehabilitation. The term includes dental clinics, doctor's offices, and sports medicine facilities. The term does not include those uses as classified as a health care facility.

(Ord. 2950, 2007)

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

"Health care facility" means a place and/or building, or portion thereof, whether public or private, excluding federal facilities, whether organized for profit or not, that is used or is intended to provide health services, medical treatment, or nursing, rehabilitative, or preventative care to any person or individuals. The term does not include offices of private physicians or dentists. The term includes ambulatory surgical facilities, hospitals, kidney treatment centers, long-term care facilities, medical assistance facilities, mental health centers, outpatient facilities, public health centers, rehabilitation facilities, residential treatment facilities, and adult day-care centers as defined in State law. (Source: 50-5-101, MCA)

"Health care sales and services" means a place and/or building or portion thereof, that is used or intended to provide for the sale of health care products and services. The term includes pharmacies, vision care facilities, hearing aid facilities, prosthetic facilities, etc.

(Ord. 2950, 2007)

"Height" means a line of measurement between two (2) given points contained in a plane that is perpendicular to horizontal ground level. See Section 17.8.090 for definition of "building height." (Ord. 2950, 2007)

"Heli-pad" means a place that is used or intended to land helicopters.

"Historic district" means a geographically defined area that possesses a significant concentration, linkage or continuity of sites, buildings, structures or objects united historically or aesthetically by plan or physical development.

"Historic Preservation Advisory Commission (HPAC)" means the commission created jointly by the Great Falls City Commission and Cascade Board of County Commissioners to administer its local preservation program consistent with State and local requirements and/or guidelines.

"Historic Preservation Officer" means the individual so designated by the City.

"Historic structure" means any structure that is a contributing or a primary structure or any structure individually listed on the National Register of Historic Places.

"Home occupation" means any occupation, profession, enterprise, or similar activity that is conducted on the premises of a single-family residence as an accessory use and that would be compatible in size and scope in an urban residential setting. The term does not include hobbies or similar non-commercial activities or any activity that would meet the definition of heavy industry.

"Homeowners association" means a corporation consisting of homeowners and created pursuant to State law for the purpose of owning, operating, and maintaining various common properties.

"Horizontal surface" means a horizontal plane one hundred fifty (150) feet above the established airport elevation, the perimeter of which in plan coincides with the perimeter of the horizontal zone.

"Hotel/motel" means a building that is used, intended, kept, maintained as, advertised as, or held out to the public to be a hotel, motel, inn, motor court, tourist court, public lodging house, or place where sleeping accommodations are furnished for a fee to transient guests (as defined in State law) with or without meals. (Source: 50-51-102, MCA)

"Hotspot" means an area where land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater.

"Household" means one (1) or more individuals (related or unrelated) that usually occupy a dwelling unit.

I

"Illuminance" means the amount of light falling on a surface. Illuminance may be measured in lux or in foot-candles.

"Illuminating Engineering Society of North America (IESNA)" means a professional organization that was created to advance knowledge and disseminate information for the improvement of the lighted environment to the benefit of

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society. Its membership includes engineers, architects, designers, manufacturers, contractors, distributors, utility personnel, educators, students, and scientists.

"Immediate family" means a spouse, children by blood or adoption, and parents.

"Impervious surface" means that portion of a lot that substantially reduces or prevents the infiltration of stormwater into the ground. It includes areas of compacted soil and surfaces such as buildings, sidewalks, parking lots, driveways, and similar features.

"Incidental sign" means a sign indicating services, credit cards, hours of operation, or other similar information that pertains to the premises where the sign is located.

"Indoor entertainment" means a place and/or building, or portion thereof, that is used or is intended for indoor entertainment of all types. The term includes theaters, movie theaters, dance halls, theaters for performing arts, and the like.

"Indoor sports and recreation" means a place and/or building, or portion thereof, that is used or is intended for indoor recreation of all types. The term includes bowling alleys, skating rinks, billiard and pool halls, arcades, athletic clubs, indoor racquetball courts, athletic training centers, gyms, and the like.

"Industrial, heavy" means a place and/or building, or portion thereof, that is used or is intended for the following or similar uses: processing or manufacture of materials or products predominantly from extracted or raw materials; storage of or manufacturing processes using flammable or explosive materials; or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions. The term includes motor vehicle assembly, oil refineries, textile production, sawmills, post and pole plants, log yards, asphalt and concrete operations, primary metal processing, and the like.

"Industrial, light" means a place and/or building, or portion thereof, that is used or is intended for the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales and distribution of such products, but excluding basic industrial processing. The term includes furniture production, metal fabrication, apparel manufacturing, printing, publishing, and the like.

"Industrial park" means a planned and coordinated development designed to accommodate a variety of and more than two (2) industrial uses.

"Industrial zoning district" means any zoning district established by this Title that has an "I" followed by a number as its abbreviation (e.g., I-1).

"Infill development" means the construction of new structures on one (1) or more vacant lots within a previously established or approved development or area.

"Inhabited area" means any residence, any other structure regularly occupied by people, or any outdoor area used by people on a regular basis.

(Ord. 2950, 2007)

"Institutional use" means a public and/or quasi-public land use typically engaged in community service, health care, or educational land uses including but not limited to: governmental facilities, worship facilities, community centers, K-12 and higher education facilities, and health care facilities.

"Instream structure" means any structure that is placed within the ordinary high water mark for irrigation purposes, for controlling lateral or horizontal stream movement. Examples include bank stabilization, grade control structures, headgates, and the like.

"Instructional facility" means any place and/or building, or portion thereof, that is used or is intended to offer instruction, training, or tutelage in such areas as gymnastics, dance, art, music, martial arts, and the like.

"International Building Code" current, adopted edition of the International Building Code published by the International Codes Council.

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"Interstate highway" means a roadway intended to carry vehicles over long distances with access restricted to interchanges. This is one (1) level in the City's functional classification system for roads within its jurisdiction.

"Itinerant outdoor sales" means a place that is used or is intended for retail sales over a limited duration. The term includes seasonal sales such as fireworks and Christmas trees, flea markets, and the like. The term does not include private yard or garage sales or the sale of agricultural products produced on the premises.

"Irrigation ditch" means a man-made structure to carry water for irrigation purposes.

"Irrigation system" means a permanent, artificial watering system designed to transport and distribute water to landscape plants.

J

"Junk vehicle" means a discarded, ruined, wrecked, or dismantled motor vehicle, including component parts, which is not lawfully and validly licensed and remains inoperative or incapable of being driven. (Source: 75-10-501, MCA)

"Junk yard" means a place and/or building, or portion thereof, that is used or is intended for selling, exchanging, storing, cleaning, packing, processing, or otherwise handling salvage materials.

L

"Land clearing" means the removal of trees, understory, shrubbery, brush, groundcover, and/or topsoil from any part of the land. The term does not include standard maintenance practices including lawn mowing, pruning, and the like.

"Land development" means any activity that must comply with the provisions of this Title.

"Landscape architect" See: registered landscape architect.

"Landscape plan" means a scaled plan that shows the areas of a site to be landscaped and provides design, planting, and irrigation specifications.

"Landscaping" means living material (e.g., turf grass, ground cover, shrubs, vines, hedges) and nonliving durable material commonly used in landscaping (e.g., bark, rocks, pebbles, decorative walls, fences, art and benches).

"Landslide" means a natural movement of a large mass of soil and/or rock moving down slope under gravitational forces.

"Land use" means, as the context would indicate, (1) the development that has occurred on the land (2) development that is proposed on the land, or (3) the use that is permitted on the land under an adopted and legally enforceable regulatory framework.

"Land use, accessory" means any land use that is clearly incidental and subordinate to and customarily found with a principal land use.

"Land use, beneficial" means any use of a parcel of land that is common in the region, on similarly situated properties, even if it does not involve development.

"Land use, conditional" means a land use that would not be appropriate generally or without restriction throughout a specified area but which, if controlled as to the number, area, location, or relation to the neighborhood, could promote the public health, safety, or general welfare.

"Land use, permitted by right" means a land use that is allowed throughout a specified area. Land uses permitted by right shall be reviewed to ensure that all provisions of local, State, or federal regulations are met.

"Land use, principal" means the dominant land use of a parcel of land.

"Land use, water-dependent" means any land use that is by necessity dependent upon access to a water body for water-borne transportation including ports or marinas, recreation, electrical generating facilities, or water supply.

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"Land use, water-related" means any land use that is not by necessity dependent upon access to a water body, but which predominantly provides goods and services that are directly associated with water-dependent land uses.

"Large equipment rental" means a place and/or building, or portion thereof, that is used or is intended for renting large equipment that is normally stored out of doors. Typical items would include trucks, vertical lifts, fork lifts, back hoes, other types of heavy equipment, and modular buildings.

"Larger than utility runway" means a runway that is constructed for and intended to be used by propeller-driven aircraft of greater than twelve thousand five hundred (12,500) pounds maximum gross weight and jet powered aircraft.

"Lattice tower" means a self supporting support structure, erected on the ground, which consists of metal crossed strips or bars to support antennas and related equipment.

"Legislative decision" means a decision generally discretionary in nature, made by elected governmental officials, that creates a new law or that repeals or modifies a previously adopted law. The adoption of a local comprehensive plan or a zoning code is an example of a legislative decision.

"Levee" means a manmade structure, usually earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

"Levee system" means a flood protection system which consists of a levee, or levees, and associated structures, such as drainage and closure devices, which are constructed and operated in accordance with sound engineering practices.

"Local street" means a roadway intended to predominantly provide access to adjoining properties. Traffic speeds are characteristically lower and access to and from driveways is frequent. This is one (1) level in the City's functional classification system for roads within its jurisdiction.

"Light manufacturing and assembly" means a place and/or building, or portion thereof, that is used or is intended for manufacturing and/or assembly of goods where no air contaminants or potentially offensive odors are emitted outside of the building or area of manufacture/assembly; no radioactive materials or hazardous substances or hazardous wastes or regulated substances are handled or produced. Such uses do not produce offensive noises outside of the building or area of manufacturing/assembly. Such uses typically have relatively small volumes of products shipped in and out, so as to not adversely impact neighboring uses (such as residential, office or commercial in mixed use zones). Typical uses include assembly of computers; testing, producing and/or packaging software; packaging of pre-made goods; etc. This term does not include any uses specifically listed under the definition of "industrial, light".

"Light meter" means a device that measures the amount of light energy falling on a given surface.

"Light trespass" means light emitted by a lighting installation that falls outside the boundaries of the property on which the installation is sited.

"Lighting fixture" See: luminaire.

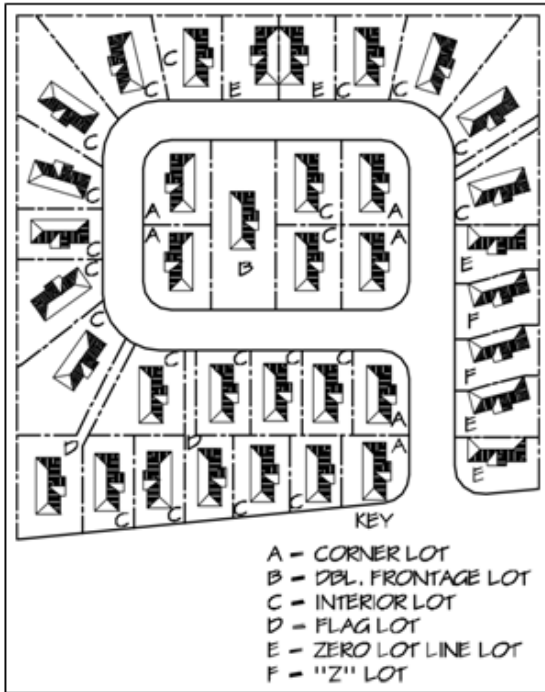
"Loading area" means an off-street area set aside for the purpose of unloading or loading a motor vehicle, trailer, or truck.

"Local services" means any and all services or facilities the City is authorized to provide.

"Logo" means a graphic design representing an activity, service, or business.

"Lot" means a parcel of ground with a definable location based on a recorded survey or similar instrument. (Exhibit 8-4)

Examples of lot types



"Lot, corner" means a lot situated at the junction of and fronting on two (2) or more roadways. A lot abutting on a curved street shall be considered a corner lot if straight lines drawn from the foremost points of the side lot lines to the foremost point of the lot meet at an interior angle of less than one hundred thirty-five degrees.

"Lot, flag" means a lot with access provided by a corridor from a street to the bulk of the lot.

"Lot, interior" means a lot that abuts only one (1) road.

"Lot, through" means a lot having a frontage on two (2) more or less parallel streets.

"Lot, Z" means a type of interior lot that is generally situated on an angle to the street.

"Lot, zero lot line" means a lot where the building is place on or near one (1) of the side lot lines.

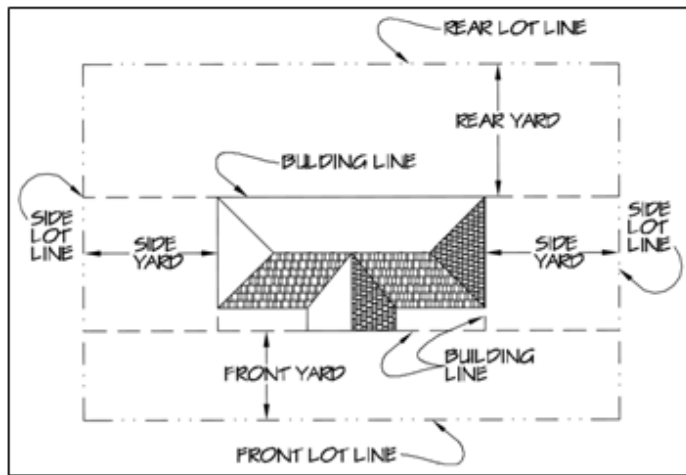
"Lot area" means the area of the horizontal plane bound by the vertical planes through front, rear, and side lot lines.

"Lot coverage" is a measure of land use intensity. It compares the portion of a site that is covered by impervious surfaces with the overall area of the site. For example, a two-acre site with one-half of one (0.5) acres of impervious surface has a lot coverage of 0.25 or twenty-five (25) percent ($0.5 / 2 = 0.25$).

"Lot line" means a line dividing one (1) lot from another lot or from a street or alley.

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Exhibit 8-5. Lot lines and types of yards



"Lot line, front" means a lot line described for each of the following types of lots: on an interior lot, the lot line abutting a street; or, on a corner lot, the shorter lot line abutting a street; or, on a through lot, the lot line abutting the street providing the primary access to the lot; or, on a flag lot, the interior lot line most parallel to and nearest the street from which access is obtained (Exhibit 8-5).

"Lot line, rear" means a lot line that does not intersect a front lot line and that is most distant from and most closely parallel to the front lot line (Exhibit 8-5).

"Lot line, side" means a lot line not a front or rear lot line (Exhibit 8-5).

"Low-profile sign" means a freestanding pole or monument sign with a height limit of 8 feet from finished grade to the top of the sign structure.

"Lowest floor" means any floor used for living purposes, storage, or recreation or that could be converted to such a use.

"Lumen" means a measure of light energy generated by a light source. Manufacturers list ratings for all their lamps. Average lumen ratings are slightly lower than initial lumen ratings.

"Luminaire" means a complete lighting unit consisting of a light source and all necessary mechanical, electrical, and decorative parts.

M

"Maintain" means to support, keep, and continue in an existing State or condition without decline.

"Manufactured home" See: Residence, manufactured/factory-built.

"Manufactured home park or subdivision" means a parcel or contiguous parcels of land divided into two (2) or more manufactured home lots for rent or sale.

"Manufactured housing sales" means a place and/or building, or portion thereof, that is used or is intended for on-site display and sales of mobile homes, modular homes, or other forms of manufactured housing.

"Marijuana" means all plant material from the genus Cannabis containing tetrahydrocannabinol (THC) or seeds of the genus capable of germination. The term does not include hemp, including any part of that plant, including the seeds and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than 0.3% on a dry weight basis, or commodities or products manufactured with hemp, or any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other products. The term does not include a drug approved by the

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United States food and drug administration pursuant to section 505 of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. 301, et seq.

(Ord. 3249, 2022)

"Marijuana cultivation" means a use licensed by the State of Montana to: (a) plant, cultivate, grow, harvest, and dry marijuana; and (b) package and relabel marijuana produced at the location in a natural or naturally dried form that has not been converted, concentrated, or compounded for sale through a licensed dispensary.

(Ord. 3249, 2022)

"Marijuana dispensary" means a use licensed by the State of Montana to: (a) obtain marijuana or marijuana products from a licensed cultivator, manufacturer, dispensary, or other licensee approved under this chapter; and (b) sell marijuana or marijuana products to registered cardholders, adults that are 21 years of age or older, or both.

(Ord. 3249, 2022)

"Marijuana manufacturing" means a use licensed by the State of Montana to convert or compound marijuana into marijuana products, marijuana concentrates, or marijuana extracts and package, repackage, label, or relabel marijuana products.

(Ord. 3249, 2022)

"Marijuana testing laboratory" means a use licensed by the State of Montana to: (a) provide testing of representative samples of marijuana and marijuana products; and (b) provide information regarding the chemical composition and potency of a sample, as well as the presence of molds, pesticides, or other contaminants in a sample.

(Ord. 3249, 2022)

"Marijuana transporter" means a use licensed by the State of Montana to transport marijuana and marijuana products from one marijuana business to another marijuana business, or to and from a testing laboratory, and to temporarily store the transported retail marijuana and retail marijuana products at its licensed premises, but is not authorized to sell marijuana or marijuana products to consumers under any circumstances.

(Ord. 3249, 2022)

"Market value" means the value as reported on Cascade County Assessor's roll.

"Marquee" means a permanent, roofed structure that projects over public property and is attached to and supported by a building.

"Marquee sign" means a sign attached to a marquee.

"Mean sea level" means the National Geodetic Vertical Datum (NGVD) of 1929 or other datum to which base flood elevations are referenced.

"Micro-brewery" means a place and/or building, or portion thereof, which is used or is intended for (1) the manufacture of malt beverages and (2) the sale and on-site consumption of those beverages, along with other beverages and food.

"Mini-storage facility" means a place and/or building, or portion thereof, that is divided into individual spaces and that is used or is intended as individual storage units that are rented, leased, or owned. The term includes a tract of land used to store vehicles that are not for sale or trade.

"Miniature golf" means a place and/or building, or portion thereof, that is used or is intended for playing miniature golf.

"Minimize" means that no other alternative would result in a lesser impact.

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"Minor arterial" means a roadway that is designed to carry vehicles quickly from place to place, but access to adjacent land use has a high priority. This is one (1) level in the City's functional classification system for roads within its jurisdiction.

"Mitigate" means to take an action designed to offset or rectify a negative effect.

"Mixed-use building" means a building that contains two (2) or more of the following uses: residential, retail, office, employment, or civic.

"Mixed-use zoning district" means any zoning district established by this Title that has an "M" followed by a number as its abbreviation (e.g., M-1).

"Mobile home" means a dwelling unit that is: (1) constructed off-site; and (2) equipped with the necessary utility service connections; and (3) made so as to be readily movable as a unit or units on its (their) own running gear; and (4) designed to be used with or without a permanent foundation.

"Mobile home pad" means the area of a mobile home space which has been prepared for the placement of a mobile home.

"Mobile home park" means a place providing two (2) or more mobile home lots for lease or rent to the general public. (Source: 50-52-101 MCA)

"Mobile home space" means a designated portion of a parcel of land designed for the accommodation of one (1) mobile home and its accessory buildings or structures for the exclusive use of the occupants.

"Mobile home subdivision" means a tract of land specifically designed, improved and maintained for locating mobile homes, which is platted into lots, blocks and streets and the lots then sold or rented to the occupant.

"Modular home" See: Residence, manufactured/factory-built.

"Monopole" is a wireless communication facility which consists of a monopolar structure, erected on the ground to support wireless communication antennas and connecting appurtenances.

"Monument" means any structure of masonry, metal, or other permanent, durable material placed in the ground, which is exclusively identifiable as a monument to a survey point, expressly placed for surveying reference.

"Monument sign" means a low-profile, freestanding sign whose entire structure consists of solid material. Monument signs, in their entirety, are limited to a total height of eight (8) feet.

"Motor vehicle graveyard" means a place and/or building, or portion thereof, that is maintained and operated by a county and that is used or is intended as a collection point for junk motor vehicles prior to their disposal. (Source: 75-10-501, MCA)

"Motor vehicle wrecking facility" means a place and/or building, or portion thereof, that is used or is intended for buying, selling, or dealing in four (4) or more vehicles per year, of a type required to be licensed, for the purpose of wrecking, dismantling, disassembling, or substantially changing the form of the motor vehicle; or a facility that buys or sells component parts, in whole or in part, and deals in secondhand motor vehicle parts. A facility that buys or sells component parts of a motor vehicle, in whole or in part, is a motor vehicle wrecking facility whether or not the buying or selling price is based upon weight or any other type of classification. The term does not include a garage where wrecked or disabled motor vehicles are temporarily stored for a reasonable period of time for inspection, repairs, or subsequent removal to a junkyard. (Source: 75-10-501, MCA)

"Mulch" means nonliving organic and synthetic materials customarily used in landscape design to retard erosion and retain moisture, and that provide a protective covering around plants to reduce weed growth and to maintain even temperatures around plant roots. Examples include bark, wood chips, and coffee bean hulls.

N

"National Register of Historic Places" means the official list of the Nation's historic places worthy of preservation. Authorized under the National Historic Preservation Act of 1966 and administered by the National Park Service, it is part of a national program to coordinate and support public and private efforts to identify, evaluate and protect

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our historic and archaeological resources. Properties listed in the National Register include districts, sites, buildings, structures, and objects that are significant in American history, architecture, archeology, engineering, and culture.

"Native material revetment" means bank stabilization using root wads, logs, boulders, vegetation plantings, and sod mats. This type of design improves visual and biological values as opposed to some of the more "hard" approaches such as rip-rap.

"Neighborhood council" means the elected body for one (1) of the neighborhood districts within the City.

"Neighborhood district" means the geographic area established pursuant to the City's Charter.

"Neighborhood plan" means a plan for a geographic area within the boundaries of the jurisdictional area that addresses one (1) or more of the elements of the growth policy in more detail. (Source: 76-1-103, MCA)

"New construction" means structures for which the start of construction, substantial improvement, or alteration commences on or after the effective date of these regulations.

"NIER" means non-ionizing electromagnetic radiation, which is electromagnetic radiation primarily in the visible, infrared, and radio frequency portions of the electromagnetic spectrum.

(Ord. 2950, 2007)

"Noncombustible material" means material that does not ignite at or below a temperature of one thousand two hundred (1,200) degrees Fahrenheit during a five-minute exposure and that does not continue to burn or glow at that temperature, as specified in the current, adopted edition of the International Building Code.

"Nonconforming building" means any building that at the time of construction conformed to existing rules and regulations, but is now inconsistent with this Title.

"Nonconforming structure" means any structure that at the time of construction or placement conformed to existing rules and regulations, but is now inconsistent with this Title.

"Nonconforming use" means any use of land that at the time of establishment conformed to existing rules and regulations, but is now inconsistent with this Title.

"Noncontributing structure, building or property" means a structure, building or property within a historic district that does not contribute to the historic integrity of the district.

"Non-cutoff luminaire" means a luminaire where a considerable amount of light occurs above the horizontal plane.

"Non-ionizing electromagnetic radiation (NIER)" means electromagnetic radiation primarily in the visible, infrared, and radio frequency portions of the electromagnetic spectrum.

"Non-precision instrument runway" means runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in non-precision instrument approach procedure has been approved or planned.

"Nonstructural trim" means molding battens, caps, nailing strips, latticing, walkways, cutouts, or letters attached to a sign structure.

"Noxious weed" means any exotic plant species established or that may be introduced in the State which may render land unfit for agriculture, forestry, livestock, wildlife, or other beneficial uses or that may harm native plant communities and that is designated by the Montana Department of Agriculture or by a weed management district.

"Nursing home" means a place that provides twenty-four-hour services including room and board to unrelated residents who because of their mental or physical condition require nursing care.

O

"Occupancy" means the purpose for which a building, or part thereof, is used or intended to be used.

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"Off-premise sign" means a sign that directs attention to a business, commodity, service, activity, or product not sold, conducted, or offered for sale on the premise where the sign is located.

"Off-site facility" means any facility located outside of the subject property.

"Off-site liquor sales" means a place and/or building, or portion thereof, that is used or is intended for retail sales of alcoholic beverages for off-site consumption. The term includes package liquor stores.

"On-premise sign" means a sign that directs attention to a business, commodity, service, activity, or product sold, conducted, or offered for sale on the premise where the sign is located.

"On-site construction office" means a building placed on a construction site that is used by the contractor as a field office and removed when construction is complete.

"On-site facility" means any facility located inside of the subject property.

"On-site real estate sales office" means a residential dwelling in a residential development that is temporarily used as a sales office for other on-site residential dwellings.

"Open space" means a vacant, undeveloped or unimproved parcel or area of land that is intended to remain free of development. Such lands typically include undeveloped park lands or other public lands, private lands in high hazard areas or with conservation easements, open water bodies, etc.

"Ordinary high-water mark" means the line that water impresses on land by covering it for sufficient periods to cause physical characteristics that distinguish the area below the line from the area above it. Characteristics of the area below the line include, when appropriate, but are not limited to deprivation of the soil of substantially all terrestrial vegetation and destruction of its agricultural value. A floodplain adjacent to surface waters is not considered to lie within the surface waters' high-water mark. (Source: 23-3-301, MCA)

"Outdoor entertainment" means a place and/or structure, or portion thereof, that is used or is intended for outdoor, spectator-type uses or events. The term includes race tracks, motocross courses, sports arenas, concerts, religious assemblages, and the like.

"Outdoor entertainment, temporary" means a short-term outdoor event such as concerts, performances, religious assemblages and the like. The term does not include sporting events such as motocross, auto racing and the like.

(Ord. 2950, 2007)

"Overall development plan" means the master site plan for a single tract of land showing the proposed project submitted for review and the conceptual layout of land excluded from the project. It is intended to show how the entire property will likely be developed over time.

"Overlay district" means a geographic area that is placed over land use districts that adds additional requirements to those of the underlying district.

"Owner of record" means the person, or persons, that are listed in the official county records as the legal owners of a tract of record.

P

"Parapet" means a low protective wall or railing along the edge of a raised structure such as a roof.

"Parcel of land" means a unit of land all parts of which are contiguous, including contiguous lots, in the possession of, owned by, or managed by the same person.

"Park" means a place and/or building, or portion thereof, that is used or is intended for recreational activities for use by the general public or by a homeowners' association. The term includes developed and undeveloped areas and neighborhood recreation centers.

"Park dedication" means land set aside by the developer for park purposes.

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"Park dedication, cash-in-lieu of" means a cash payment that is equal to the assessed value of the land that would have been dedicated for park dedication purposes.

"Parking garage" means an off-street building used to temporarily park vehicles.

"Parking lot" means an off-street area, located beyond the right-of-way or easement of a street, used to temporarily park vehicles.

"Parking lot, principal use" means an off-street parking facility intended to temporarily store vehicles, not accessory to any principal use.

(Ord. 2950, 2007)

"Parking structure" means a multilevel structure that is used or is intended for parking motor vehicles for a short duration. The term does not include underground parking.

"Pedestrian pass-through" means a walkway that provides unconstrained pedestrian access through a building.

"Pedestrian scale (human scale)" means the proportional relationship between the dimensions of a building or building element, street, outdoor space, or streetscape element and the average dimensions of a human body, taking into account the perceptions and walking speed of a typical pedestrian.

"Perimeter control" means a barrier that prevents sediment from leaving a site by filtering sediment-laden runoff or diverting it to a sediment trap or basin.

"Permanent foundation" means a continuous foundation wall around the perimeter of a building.

"Permit" means a written governmental authorization allowing the holder to take action not otherwise allowed.

"Permitted use" means a use which may be lawfully established in a particular district or districts provided it conforms with all requirements, regulations, and standards of such district.

"Person" means any individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two (2) or more persons having a joint or common interest, or any other legal entity.

"Planned unit development (PUD)" means a land development project consisting of residential clusters, industrial parks, shopping centers, or office building parks that comprise a planned mixture of land uses built in a prearranged relationship to each other and having open space and community facilities in a common ownership or use. (Source: 76-3-103, MCA)

"Planning Board" means the Great Falls Planning Advisory Board.

"Plat" means a graphical representation of a subdivision showing the division of land into lots, blocks, streets, alleys, and other divisions and dedications.

"Plat, amended" means a plat showing adjustments to a final plat that has been recorded with the County Clerk and Recorder.

"Plat, concept" means a drawing of a proposed subdivision that is general in nature and shows the essential elements of the project.

"Plat, final" means a plat to be filed with the County Clerk and Recorder and that contains all of the elements and requirements set forth in this Title and the Montana Subdivision and Platting Act.

"Plat, preliminary" means a plat that is submitted for review and that contains the minimum information required in this Title and the Montana Subdivision and Platting Act.

"Pole sign - a.k.a. freestanding sign" means a sign supported wholly by a pole or poles, I-beam or structure in the ground and not a part of or attached to a building at any point.

"Pollution or pollutants" means the presence in the outdoor atmosphere, ground, or water of any substance, contaminant, noise, or any other manmade or man-induced alteration of the chemical, physical, biological, or radiological integrity of air, soils, or water, in quantities or at levels which are or may be potentially harmful or

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injurious to human health or welfare, animal or plant life, or property, or unreasonably interfere with the enjoyment of life or property.

"Pollution, nonpoint source" means a diffuse source of pollution resulting from the activities of man over a relatively large area, the effects of which normally must be addressed or controlled by a management practice rather than by an engineered containment or structure. (Source: 16.20.1001, ARM)

"Pollution, point source" means a single, discernable source of pollution resulting from the activities of man, the effects of which normally must be addressed or controlled by an engineered system.

"Porch" means a part of a building with a roof of its own that covers an entrance.

"Portable sign" means a sign that is not permanently affixed to a building, structure, or the ground.

"Precision instrument runway" means a runway having an existing instrument approach procedure utilizing an instrument landing system or a precision approach radar. It also means a runway for which a precision approach system is planned and is so indicated on an approved airport layout plan or any other planning document.

"Premise" means a single tract of land; whether described by metes and bounds, certificate of survey, and/or by lot or lots and block designation as in a recorded plat, which at the time of application for a building permit or for taxation is designated by its owner or developer as the tract to be used, developed or built upon as a unit of land under single ownership or control.

"Preserve" means to save from change or loss and reserve for a special purpose.

"Primary structure, building or property" means a structure, building or property within a historic district that contributes to the historic integrity of the district.

"Principal arterial" means a road that carries vehicles efficiently from place to place. Access to adjacent land uses is a minor function for this classification. This is one (1) level in the City's functional classification system for roads within its jurisdiction.

"Principal building" means the primary building on a lot or a structure that houses a principal use.

"Principal land use" See: land use, principal.

"Private stable/barn" means a place and/or building, or portion thereof, that is used or is intended for noncommercial activities relating to rearing, training, and riding horses or raising other permitted livestock. This term includes pole barns.

"Professional engineer" See: registered professional engineer.

"Professional services" means a building, or portion thereof, that is used or is intended to house services involving predominantly professional, clerical, or similar operations where customers come on a regular basis. The term includes law offices, real estate offices, insurance offices, travel agencies, and the like.

"Prohibited lawn signs" include, yard signs, bandit signs, placards, and road signs, among other names used for advertising, products, businesses, services, and charities, educational, political, ideological, or religious advertisement that are temporary in nature and placed in landscaped areas of a premise. (Ord. 3139, 2016)

"Projecting signs" means those signs which project over the public rights-of-way at any point. All other signs projecting from the building face are designated as "free standing signs" provided they are contained upon private property entirely. (Ord. 3139, 2016)

"Projection" means the distance by which a sign extends over public property or beyond the building.

"Public improvement" means any structure or facility constructed to serve the residents of a subdivision or development project or the general public.

"Public notice" means that way in which a government uses or is required to use to formally notify people of a proposed governmental hearing or action.

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"Public safety facility" means any place and/or building, or portion thereof, whether public or non-public, that is used or is intended for housing public safety services. The term includes ambulance services, fire stations, police stations, and the like.

"Public service use or facility" means a use operated or used by a public body or public utility in connection with any of the following services: water, waste water management, public education, parks and recreation, fire and police protection, solid waste management, transportation or utilities.

"Public view" means a point six (6) feet above the surface of the center of any adjacent public right-of-way including but not limited to avenues, streets and alleys.

"Public way" means and includes all public streets and utility easements, now and hereafter owned by the City, but only to the extent of the City's right, title, interest or authority to grant a license to occupy and use such streets and easements for telecommunications facilities.

Q

"Quasi-public use" means a use serving the public at large, and operated by a private entity under a franchise or other similar governmental authorization, designed to promote the interests of the general public or operated by a recognized civic organization for the benefit of the general public.

R

"Railroad yard" means a place and/or building, or portion thereof, that is used or is intended for switching train cars, loading and unloading cars, and where train cars and engines are serviced and stored while not in use.

"Readily visible" means an object that stands out as a prominent feature of the landscape when viewed with the naked eye.

"Real estate sign" means a sign pertaining to the sale, lease or rental of land or buildings.

"Recharge" means the replenishment of underground water reserves.

"Recreation trail" means a linear path which may be dedicated to a single use or multiple uses. Examples include hiking trails, bike trails, x-country ski trails, and horse trails.

"Recreational vehicle" means a vehicular type unit primarily designed as a temporary living quarters for recreational, camping, or travel use that either has its own motor power or is mounted on or drawn by another vehicle.

"Recreational vehicle park" means a tract of land available to and principally used by the public for camping, where people can park recreational vehicles for camping and sleeping purposes.

"Recreational vehicle space" means a designated portion of a recreational vehicle park designed for the placement of a single recreational vehicle and the exclusive use of its occupants.

"Recycling center" means a place and/or building, or portion thereof, that is used or is intended for collecting and/or processing recoverable materials prior to shipment to others who use those materials to manufacture new products. Typical types of recoverable materials include glass, newspaper, metal, and plastic. The term shall not include a junk yard.

"Redevelopment" means the development of a site where the site was at one (1) time developed and has been, or will be, cleared in whole or in part, to allow new construction.

"Registered architect" means an individual licensed to practice architecture in Montana.

"Registered land surveyor" means an individual licensed to practice surveying in Montana.

"Registered landscape architect" means an individual licensed to practice landscape architecture in Montana.

"Registered professional engineer" means an individual licensed to practice engineering in Montana.

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"Regulated substance" means any hazardous substance as defined in 75-10-602, MCA, or petroleum, including crude oil or any fraction thereof, which is liquid at standard conditions of temperature and pressure. This term does not include hazardous wastes as regulated by State law.

"Related equipment" means all equipment ancillary to the transmission and reception of voice and data via radio frequencies. Such equipment may include, but is not limited to cable, conduit, and connectors.

"Remainder" means that part of an original tract which is not created for transfer, but which is left after parcels are segregated for transfer. (See letter of opinion from Montana Attorney General to Robert M. McCarthy, April 22, 1987)

"Remodel" means to only change the interior and/or exterior appearance of a structure, where there is not a change in the footprint and does not constitute alteration or substantial improvement.

"Residence, accessory" means a place and/or building, or portion thereof, that is used, or is intended to provide housing, as a single-family residence for a caretaker, employee or owner of the non-residential principal use and the like. This residence is accessory to a non-residential principal use. (Ord. 2950, 2007; Ord. ~~No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012~~)

"Residence, condominiums" means separately owned single-family dwelling units with common elements located on property submitted to the provisions of the Montana Unit Ownership Act, Title 70, Chapter 23, MCA.

"Residence, manufactured/factory-built" means a single-family dwelling unit built in a factory in accordance with the United States Department of Housing and Urban Development code or approved by the Montana Department of Labor and Industry Building Codes Bureau.

"Residence, multi-family" means a single building situated on one (1) lot and that contains three (3) or more separate dwelling units. Entrances to the dwelling units may be separate or combined. The units may be rented or owned as in a condominium. (Ord. ~~No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012~~)

"Residence, single-family detached" means a single building that is situated on one (1) lot, contains one (1) dwelling unit, and is not attached to any other dwelling unit by any means. The term includes factory-built homes, manufactured homes, and stick-built homes, but excludes mobile homes.

"Residence, townhouse" means a building containing multiple dwelling units where they are adjacent to one another on separate lots each having separate entrances.

"Residence, two-family" means a building or buildings that are situated on one (1) lot and that contains a total of two (2) dwelling units. (Ord. ~~No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012~~)

"Residence, zero lot line" means a single building that is situated on one (1) lot, contains one (1) dwelling unit, and is not attached to any other dwelling unit by any means. The side wall of the building is placed directly on or very close to one (1) of the adjoining side yard property boundary lines. The term includes factory-built homes, manufactured homes, and stick-built homes, but excludes mobile homes.

"Residential zoning district" means any zoning district established by this Title that has an "R" followed by a number as its abbreviation (e.g., R-1).

"Restaurant" means a place and/or building, or portion thereof, that is used or is intended for the preparation and sale of food and beverages for consumption on or off site, and where consumption of beer, wine, or other liquors, if any, is clearly secondary and subordinate to the sale of food and beverages. The term does not include a grocery or convenience store with a food service section. Such establishments may include a drive-through window, and may or may not include on-site seating.

(Ord. 2950, 2007)

"Retirement home" means a place and/or building, or portion thereof, that is used or is intended to provide living quarters for individuals generally sixty-two (62) years of age or older. Limited commercial and medical facilities constructed and used for the exclusive use of residents shall be an accessory use of the retirement home. The term includes assisted living facilities wherein skilled or intermediate nursing care is not provided on a full time basis.

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"Rezoning" See: zoning map amendment.

"Right-of-way" means that land which the Montana Department of Transportation, county, or City has title to, or right of use, for public roads and appurtenances, including utilities.

"Right-of-way" means a strip of land dedicated or acquired for public use.

"Riprap" means a structure consisting of stone and or rocks (not concrete or other cement product) that is placed along the bank or bed of a stream for the purpose of alleviating lateral bank erosion.

"Riverfront Corridor" means the area along River Drive and Giant Springs Road extending between the southern and northeastern limits of the City.

"Road" See: street.

"Road maintenance agreement" means a written instrument recorded with the County Clerk and Recorder that defines how a private road will be maintained in perpetuity, or until such time as the City, county, or the State accepts it as a public road, and the rights and obligations of the parties to the agreement.

"Roadside farmer's market" means a place and/or building, or portion thereof, that is used or is intended for the retail sale of produce grown exclusively on the premises.

"Roof sign" means a sign attached to roof structure - including parapet, fascia and rake framing, walls and/or columns of a building so that a portion of the advertising display is at or above roof level.

"Rotating sign" means a sign or portion of a sign that revolves or rotates.

"Runway" means a defined area on an airport prepared for landing and takeoff of aircraft along its length.

S

"Salvage material" means material or fragments of material discarded as waste in manufacturing operations, or machines, tools, equipment or parts of these, no longer in serviceable condition, or such items and materials no longer used for their original intent or purpose or such items or materials which are valuable only as raw material for reprocessing. Examples include metal, rubber, textiles, rope, paper, leather, lumber, plastics, and equipment made of these.

"Sandwich board sign a.k.a. A-type sign" means a portable sign that rests on the ground and is not permanently attached to anything.

"Satellite earth station" means a telecommunication facility consisting of more than a single satellite dish smaller than ten (10) feet in diameter that transmits to and/or receives signals from an orbiting satellite.

"Screening" means a feature, such as a wall, fence, hedge, berm, or similar feature, used to shield or obscure elements of a development from adjacent sites.

"Secondhand sales" means a place and/or building, or portion thereof, that is used or is intended for retail sale of goods and merchandise which are not being sold for the first time. The term includes secondhand stores, thrift stores, consignment shops, and the like.

"Security lighting" means outdoor lighting used for, but not limited to, illumination for walkways, roadways, equipment yards, parking lots, and outdoor security where general illumination for safety or security of the grounds is of primary concern.

"Sediment control" means any measure that prevents eroded sediment from leaving the site.

"Semi-cutoff luminaire" means a luminaire where less than five (5) percent of the lamp lumens occur above the horizontal plane and no more than twenty (20) percent of the lamp lumens occur above eighty (80) degrees.

"Setback" means a specified horizontal distance between two (2) actual or imaginary objects (e.g., property lines, ordinary high water mark, buildings, wells, septic systems, etc.)

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"Sexually-oriented business" includes the following types of uses: adult arcades, adult book stores/adult video stores, adult cabarets, adult motels, and adult motion picture theaters.

"Shared parking" means one (1) or more parking spaces that, partially or entirely, meet the parking requirements of two (2) or more uses.

"Shopping center" means more than one (1) sales or service use built on a single site which is planned, developed, and managed as an operating unit and has an accumulated gross floor area exceeding thirty-five thousand (35,000) square feet on a site at least two (2) acres in size. Typical features include one (1) or more anchor tenant(s), freestanding buildings containing restaurants or other commercial uses, and on-site employee and customer parking.

"Shrub" means a self-supporting woody perennial plant that characteristically grows to a height of twelve (12) feet at maturity. It typically has multiple stems and branches continuous from the base.

"Sidewalk café" means an outdoor dining area located upon public property, including a sidewalk, and operated as an integral part of an adjacent restaurant where food and beverages are sold or served primarily for consumption on the premises.

"Sidewalk food vendor" means the sale of food and beverage from a mobile cart located on public property or within the public right-of-way.

"Sign" means a notice bearing a name, direction, warning, or advertisement that is displayed or posted for public view.

"Sign structure" means the supports, uprights, braces and framework of a sign.

"Silhouette" means a representation of the outline of a structure, especially a tower and antenna associated with a telecommunication facility, as seen from an elevation perspective.

(Ord. 2950, 2007)

"Site-built home" means a dwelling unit that is constructed on the site on which it will be located.

"Site plan" means a plan drawn to scale that shows the layout of existing and proposed features including property lines, easements, structures, uses, utilities, parking areas, streets, signs, buffers, landscaping, adjacent land uses and other information as may be required.

"Small equipment rental" means a place and/or building, or portion thereof, that is used or is intended for renting small equipment and supplies that typically are stored indoors. Typical rentals include hand tools, party equipment, lawn care and yard equipment.

"Soil amendment" means organic and inorganic materials added to soil to improve texture, nutrients, moisture holding capacity, and infiltration.

"Soil stabilization" means the use of practices that prevent exposed soil from eroding.

"Solid waste" means all putrescible and nonputrescible wastes. (Refer to: 75-10-103, MCA)

"Solid waste transfer station" means a place and/or building, or portion thereof, that is used or is intended for temporary collection of solid waste prior to transport to a processing plant or to final disposal. (Refer to: 16.14.403, ARM)

"Special event" means a promotional or community event, e.g. a bazaar, street fair, show, exhibition, sporting event or fun run.

"Special exception" See: conditional use.

"Special improvement district (SID)" means a geographic area established by a local governing body where property owners pay a special assessment to finance public improvements (e.g., sidewalks, lighting).

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"Specified anatomical areas" means the male genital in the state of sexual arousal and/or the vulva or more intimate parts of the female genitals.

"Specified sexual activity" means and includes any of the following: (1) the fondling or other erotic touching of human genitals, pubic region, buttocks, anus, or female breasts; (2) sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy; (3) masturbation, actual or simulated; or (4) excretory functions as part of or in connection with any of the activities set forth in parts 1 through 3 of this definition.

"Start of construction" means the first land-disturbing activity associated with a development, including land preparation such as land clearing, grading, and filling; installation of streets and walkways; excavation for basements, footings, piers, or foundations; erection of temporary forms; and installation of accessory buildings such as garages.

"State" means the State of Montana.

"Stoop" means a raised platform in front of an entrance to a building with one (1) or more steps.

"Stop work order" means an order issued by the City which requires that any activity found in violation of this Title cease.

"Storage container" means an enclosed metal container exceeding ninety (90) cubic feet that is typically used to temporarily store merchandise.

"Stormwater" means water from a rainfall event or melting snow that flows over the ground surface.

"Stormwater detention structure" means a structure designed to collect and temporarily store stormwater with subsequent gradual release.

"Stormwater management" means the use of structural or non-structural practices that are designed to reduce storm water runoff pollutant loads, discharge volumes, peak flow discharge rates and detrimental changes in stream temperature that affect water quality and habitat.

"Stormwater retention structure" means a structure designed to collect and prevent the release of a given volume of stormwater by complete on-site storage.

"Stormwater retrofit" means a stormwater management practice designed for an existing development site that previously had either no stormwater management practice in place or a practice inadequate to meet the stormwater management requirements of the site.

"Stormwater runoff" means flow on the surface of the ground, resulting from precipitation.

"Stormwater treatment practices" means measures, either structural or nonstructural, that are determined to be the most effective, practical means of preventing or reducing point source or non-point source pollution inputs to stormwater runoff and water bodies.

"Stream" means a natural body of running water flowing continuously or intermittently in a channel on or below the surface of the ground.

"Street" means a public access way within a public right-of-way or private easement.

"Structural alteration" means any change or addition to a structure that increases its external dimensions and/or increases its potential flood hazard.

"Structure" means any permanent or temporary object that is constructed, installed, or placed by man, the use of which requires a location on a parcel of land. It includes buildings of all types, bridges, instream structures, storage tanks, fences, swimming pools, towers, poles, pipelines, transmission lines, smokestacks, signs, and other objects.

"Structure ridgeline" means the line along the top of a roof or top of a structure, if it has no roof.

"Subdivider" means any person which causes land to be subdivided or which proposes a subdivision. (Source: 76-3-103(15), MCA).

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"Subdivision" means a division of land or land so divided that it creates one (1) or more parcels containing less than one hundred sixty (160) acres that cannot be described as a one-quarter ($\frac{1}{4}$) aliquot part of a United States government section, exclusive of public roadways, in order that the title to or possession of the parcels may be sold, rented, leased, or otherwise conveyed and includes any re-subdivision and further includes a condominium or area, regardless of its size, that provides or will provide multiple space for recreational camping vehicles or mobile homes. (Source: 76-3-103(16), MCA)

"Subdivision, major" means a subdivision not qualifying as a minor subdivision.

"Subdivision, minor" means a subdivision containing five (5) or fewer lots where proper access to all lots is provided and where no land in the subdivision will be dedicated to public use for parks or playgrounds, and the subdivision is eligible for review under 76-3-505 or 76-3-609, MCA.

"Substantial improvement" means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure either: (1) Before the improvement or repair is started; or (2) If the structure has been damaged, and is being restored, before the damage occurred. For the purposes of this definition, substantial improvement is considered to occur when the first construction to any wall, ceiling, floor, or other structural part of the building commences. The term does not include: (1) Any project for improvement of a structure to comply with existing State or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions; or (2) Any alteration of a structure listed on the National Register of Historic Places or State Inventory of Historic Places.

"Suitable fill" means material which is stable, compacted, well-graded, pervious, generally unaffected by water and frost, devoid of trash or similar foreign matter, devoid of tree stumps, or other organic material; and is fitting for the purpose of supporting the intended use of and/or permanent structure.

"Surveyor" See: registered land surveyor.

T

"Tavern" means a place and/or building, or portion thereof, that is used or is intended for retail sales of alcoholic beverages for on-site consumption and where food consumption, if any, is clearly secondary to the sale of alcoholic beverages. The term includes bars and lounges.

"Taxi cab dispatch terminal" a place and/or building, or portion thereof, that is used or is intended for dispatching taxi cabs and where taxi cabs are kept while not in use.

"Telecommunication equipment building, shelter or cabinet" means a cabinet or building used to house equipment used by telecommunication providers to house equipment at a facility.

(Ord. 2950, 2007)

"Telecommunication facility" means a facility that transmits and/or receives electromagnetic signals. It includes antennas, microwave dishes, horns, and other types of equipment for the transmission or receipt of such signals, telecommunication towers or similar structures supporting said equipment, equipment buildings, parking area, and other accessory development.

"Telecommunication facility, co-located" means a telecommunication facility comprised of a single telecommunication tower or building supporting one (1) or more antennas, dishes, or similar devices owned or used by more than one (1) public or private entity.

"Telecommunication facility, commercial" means a telecommunication facility that is operated primarily for a business purpose or purposes.

"Telecommunication facility, concealed" means (1) an antenna that a casual observer would consider it a part of the structure to which it is attached or made a part of, or (2) an antennae and tower structure that is camouflaged to blend into the surroundings (e.g., camouflaged trees).

"Telecommunication facility, multiple user" means a telecommunication facility comprised of multiple telecommunication towers or buildings supporting one (1) or more antennas owned or used by more than

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one (1) public or private entity, excluding research and development industries with antennas to serve internal uses only.

"Telecommunications facility, noncommercial" means a telecommunication facility that is operated solely for a non-business purpose.

"Telecommunication facility, unconcealed" means an antenna mounted on a tower or mounted on the ground.

"Telecommunications tower" means a mast, pole, monopole, guyed tower, lattice tower, free-standing tower, or other structure designed and primarily used to support antennas. A ground or building mounted mast greater than ten (10) feet tall and six (6) inches in diameter supporting one (1) or more antenna, dishes arrays, etc. shall be considered a telecommunications tower.

"Temporary sign" means a sign, banner, pennant, valance or advertising display constructed of cloth, canvas, light fabric, cardboard, wallboard, plywood or other light material, with or without frames, intended for display during a limited period of time.

"Tract of record" means an individual parcel of land, irrespective of ownership, that can be identified by legal description, independent of any other parcel of land, using documents on file in the records of the County Clerk and Recorder's office. (Source: 76-3-103(17)(a), MCA)

"Traffic impact analysis" means a written report that documents the traffic impacts and consequences of a proposed development project. Typical components would address each of the following: (1) existing conditions, (2) on-site traffic circulation (3) impacts on public roads; and (4) recommendations/alternatives to alleviate identified impacts.

"Transit shelter sign" means an off-premise sign painted on or posted within a transit shelter.

"Tree" means a self-supporting woody plant that characteristically grows to a minimum height of fifteen (15) feet at maturity and has a trunk which can be maintained over five (5) feet of clear wood.

"Tree, protected" means a tree on public property that may be threatened with removal or damage during a construction project.

(Ord. 2950, 2007)

"Tree, significant" means a tree that is six (6) inches or larger in trunk diameter when measured at one (1) foot above the ground.

(Ord. 2950, 2007)

"Turf or turfgrass" means hybridized grasses, that when regularly mowed characteristically forms a dense growth of leaf blades and roots.

U

"Uniformity ratio" means the ratio of average illumination to minimum illumination within a given area.

"Use by right" See: land use, permitted by right.

"Utility installation" means a place, building and/or structure, or portion thereof, whether public or private, that is used or is intended for providing basic infrastructure or utility services generally having moderate to high impact on neighboring property. The term includes pipeline pumping stations, sewage treatment plants, electrical substations, water towers and the like. It does not include public water system wells, sewer lift stations, irrigation ditches, or linear electric, communications or natural gas utilities, and the like.

"Utility runway" means runway that is constructed for and intended to be used by propeller-driven aircraft of twelve thousand five hundred (12,500) pounds maximum gross weight and less.

V

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"Variance" means a grant of relief from the strict application of a rule or regulation that would permit development in a manner otherwise prohibited.

"Vehicle fuel sales" means a place and/or building, or portion thereof, that is used or is intended for the retail sale of gasoline, kerosene, diesel, or other petroleum-based motor fuels. The term includes the sale of convenience foods and goods, provided it is ancillary to the sale of fuels, and light maintenance activities, such as engine tune-ups, lubrication, minor repairs, and the like.

"Vehicle repair" means a place and/or building, or portion thereof, that is used or is intended for maintenance, service, and repair of vehicles. Typical services include transmission repair, body work and painting, brake repair, vehicle upholstery, tire shop, engine repair and overhauls, and similar activities.

"Vehicle sales and rental" means a place and/or building, or portion thereof, that is used or is intended for buying, selling, exchanging, taking for consignment, renting, or leasing new or used vehicles, including cars, light trucks, snowmobiles, motorcycles, all-terrain vehicles (ATVs), recreational vehicles, personal water craft.

"Vehicle services" means a place and/or building, or portion thereof, that is used or is intended for servicing vehicles where they typically are not left overnight. Examples include quick lube/oil change, car washes, tire stores, vehicle cleaning including cleaning, washing, polishing, waxing, or similar activities.

"Vehicular use area" means those areas of a lot used for vehicle circulation and parking, including loading berths, parking lots, service drives, internal roads, and the like.

"Vendor cart" means a small non-motorized vehicle equipped with all necessary appurtenances to prepare and serve a limited menu and beverages.

"Veterinary clinic" means a place and/or building, or portion thereof, that is used or is intended for the medical care of animals. A veterinary clinic may include office space, medical labs, appurtenant facilities, and kennels and/or enclosures for animals under the immediate medical care of a veterinarian. The term includes pet clinics, dog and cat hospitals, animal hospitals, and the like.

"Veterinary clinic, large animal" means a veterinary clinic that specializes in the care and treatment of large animals and livestock.

"Veterinary clinic, small animal" means a veterinary clinic that specializes in the care and treatment of small animals including dogs, cats, birds, and other small domesticated and semi-domesticated animals.

"Vicinity map" means a map that shows the location of a proposed project relative to other parcels and roads in the area.

"Visual runway" means a runway intended solely for the operation of aircraft using visual approach procedures.

W

"Wall sign" means a sign attached to the wall of a building or structure with the exposed face of the sign in a plane parallel to the plane of the wall. Wall signs include signs painted on awnings and the exterior walls of buildings.

"Warehouse" means a place and/or building, or portion thereof, that is used or is intended for the storage of goods and materials, for wholesale sales, temporary storage, and distribution. The term includes moving and storage facilities. The term does not include fuel tank farms.

"Water quality volume (WQ_v)" means the storage needed to capture and treat ninety (90) percent of the average annual stormwater runoff volume. Numerically (WQ_v) will vary as a function of long term rainfall statistical data.

"Water right" means a legal right to use water that is protected under Montana law.

"Waterbody" includes rivers, streams, creeks, irrigation ditches, lakes, and ponds, both natural and man-made.

"Wind-powered electricity systems" means

"Small wind-powered electricity systems" have a rated capacity of up to and including one hundred (100) kilowatts (kW) and are incidental and subordinate to a permitted use on the same parcel. A system is

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considered a small wind-powered electricity system only if it supplies electrical power solely for on-site use, except that when a parcel on which the system is installed also receives electrical power supplied by a utility company, excess electrical power generated and not presently needed for on-site use may be used by the utility company as may be governed by applicable state statutes.

"Large wind-powered electricity systems" have a rated capacity of over one hundred (100) kilowatts (kW) and are intended to produce electricity for use on-site and/or sale to a rate regulated utility company or other off-site provider of electric power. Such systems may also be termed as "commercial wind-powered electricity systems".

"Tower Height" means the vertical measurement from the base of the tower to the top of the tower itself or the tip of the highest piece of equipment attached thereto. In the case of building-mounted towers the height of the tower does not include the height of the building on which it is mounted.

"Wetland" means those ecological entities so defined by the current edition of the "Federal Manual for Identifying and Delineating Wetlands".

"Wildland fire" means an unplanned and uncontrolled fire spreading through vegetation that may also consume structures or other improvements as well.

"Window sign" means a sign affixed to a window.

"Worship facility" means a place and/or building, or portion thereof, that has tax-exempt status and that is used or is intended as a place where people can regularly assemble for religious worship and associated activities. The term includes sanctuaries, chapels, cathedrals, churches, synagogues, and temples and other onsite accessory buildings such as parsonages, friaries, convents, fellowship halls, Sunday schools, rectories, and day care centers within the same structure. The term does not include, community recreation facilities, dormitories, private educational facilities, emergency shelters, health care facilities, and the like.

(Ord. 2950, 2007)

"Written or in writing" means any representation of words, letters, drawings, graphics, or pictures.

Y

"Yard" means the area on the same lot with a building, that is unoccupied and unobstructed from the ground upward, except by trees or shrubbery or as otherwise provided herein.

"Yard, front" means a yard that extends across the front of a lot between the side lot lines from the front line of the building (excluding the front steps) to the front lot line.

"Yard, rear" means a yard that extends across the rear of a lot between the side lot lines from the rear line of the building (excluding steps) to the rear lot line.

"Yard, side" means a yard that extends from the side line of the building (excluding steps) to the side lot line between the front and rear yards.

"Year" means a calendar year.

Z

"Zoning district" means a geographic area as delineated on the zoning map that identifies a base zoning district.

"Zoning permit" means a permit that is issued prior to the issuance of a building permit to ensure that the proposed use is consistent with the allowable uses within the district in which it is to be located.

(Ord. 3249, 2022; Ord. No. 3034, ~~§§ 2, 4, 7-21-2009~~; Ord. No. 3056, ~~§ 1, 8-17-2010~~; Ord. No. 3087, ~~§ 1(Exh. A), 6-19-2012, eff. 7-19-2012~~; Ord. No. 3102, ~~§ 3(Attach. A), 3-5-2013~~)

EXHIBIT "A" – Bold/Strikethrough Version of Text Amendment

17.20.3.060 Certain land uses shown as permitted may be a conditional use.

A permitted land use (as shown in Exhibit 20-1, 20-2, 20-3) that emits air contaminants or potentially offensive odors outside of the building, or that handles radioactive materials, hazardous substances, hazardous waste, or regulated substances shall be considered a conditional use in every circumstance.

Exhibit 20-1. Principal Uses by District

Use	R-1	R-2	R-3	R-5	R-6	R-9	R-10	C-1	C-2	C-3	C-4	C-5	M-1	M-2	PLI	POS	GFIA	I-1	I-2	Special Standards
Agricultural Uses																				
Agriculture, horticulture, nursery	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	17.20.6.005
Marijuana cultivation																		C	P	
Residential Uses																				
Mobile home/park	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-	-	17.20.6.010
Residence, single-family detached	P	P	P	P	P	P	-	P	-	-	-	P	P	P	-	-	-	-	-	
Residence, zero lot line	-	-	P	P	P	P	-	-	-	-	-	P	P	P	-	-	-	-	-	17.20.6.020
Residence, two-family	-	C	C	P	P	C	-	P	-	-	-	P	P	P	-	-	-	-	-	
Residence, multi-family	-	-	-	P	P	C	-	P	-	-	P	P	P	P	-	-	-	-	-	17.20.6.040
Residence, townhouse	-	C	C	P	P	C	-	-	-	-	-	P	P	P	-	-	-	-	-	17.20.6.050
Residence, manufactured/factory-built	P	P	P	P	P	P	-	P	-	-	-	P	P	P	-	-	-	-	-	17.20.6.060
Retirement home	-	C	C	P	P	C	-	P	-	-	P	P	P	P	-	-	-	-	-	
Special Care Facilities																				
Community residential facility, type I	P	P	P	P	P	P	-	-	-	-	-	P	P	P	-	-	-	-	-	
Community residential facility, type II	C	C	C	P	P	P	-	-	-	-	-	-	C	C	-	-	-	-	-	
Day care center	C	C	C	C	C	C	-	P	P	-	P	P	P	P	P	-	-	-	-	
Emergency shelter	-	-	-	-	-	-	-	C	C	C	C	C	C	C	C	-	-	-	-	
Family day care home	P	P	P	P	P	P	-	P	-	-	C	P	P	P	-	-	-	-	-	
Group day care home	P	P	P	P	P	P	-	P	-	-	C	P	P	P	-	-	-	-	-	
Nursing home	-	-	C	C	C	C	-	P	C	-	P	P	P	P	P	-	-	-	-	
Overnight Accommodations																				
Campground	-	-	-	-	-	-	-	-	C	P	-	-	-	-	-	-	P	-	-	17.20.6.070
Hotel/motel	-	-	-	-	-	-	-	P	P	P	P	C	P	P	-	-	P	-	-	
Food and Beverage Sales																				
Micro-brewery	-	-	-	-	-	-	-	-	P	-	P	C	C	C	-	-	P	P	-	17.20.6.080
Restaurant	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	-	P	P	P	17.20.6.080
Tavern	-	-	-	-	-	-	-	P	P	P	P	C	C	C	-	-	P	P	P	17.20.6.080
General Sales																				
Agriculture sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	
Auction sales	-	-	-	-	-	-	-	-	C	-	-	-	-	-	-	-	P	P	P	
Construction materials sales	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	P	P	P	
Convenience sales	C	-	-	-	-	-	-	P	P	P	P	C	-	-	-	-	P	P	P	
General sales	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	-	P	P	P	

Manufactured housing sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	
Marijuana dispensary								P	P	P	P	C	C	C					
Off-site liquor sales	-	-	-	-	-	-	-	P	P	P	P	C	C	C	-	-	P	P	P
Secondhand sales	-	-	-	-	-	-	-	P	P	-	P	P	-	-	-	-	P	P	P
Shopping center	-	-	-	-	-	-	-	C	P	-	-	-	-	-	-	-	P	P	P
General Services																			
Administrative services	-	-	-	-	-	-	-	P	P	P	P	P	P	C	-	P	-	-	
Commercial kennel	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	P	P	-	17.20.6.090
Financial services	-	-	-	-	-	-	-	P	P	-	P	P	P	-	-	P	-	-	
Funeral home	-	-	-	-	-	-	-	P	P	-	P	C	P	P	-	-	-	-	
General services	-	-	-	-	-	-	-	P	P	P	P	P	P	-	-	P	P	P	
Professional services	-	-	-	-	C	C	-	P	P	-	P	P	P	-	-	P	-	-	
Sexually-oriented business	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	17.20.6.100
Veterinary clinic, large animal	-	-	-	-	-	-	-	-	C	-	-	-	-	-	-	P	P	P	
Veterinary clinic, small animal	-	-	-	-	-	-	-	C	P	-	-	-	P	P	-	-	P	P	17.20.6.110
Rental and General Repair																			
Large equipment rental	-	-	-	-	-	-	-	-	C	C	-	-	-	-	-	P	P	P	
Small equipment rental	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-	P	P	P	
General repair	-	-	-	-	-	-	-	P	P	-	P	P	-	-	-	P	P	P	
Vehicle Trade and Service																			
Vehicle fuel sales	-	-	-	-	-	-	-	C	P	P	P	P	-	-	-	P	P	-	
Vehicle repair	-	-	-	-	-	-	-	-	P	P	C	P	-	-	-	P	P	-	17.20.6.120
Vehicle sales and rental	-	-	-	-	-	-	-	-	P	P	P	P	-	-	-	P	P	-	
Vehicle services	-	-	-	-	-	-	-	C	P	P	P	P	C	P	-	-	P	P	-
General Storage																			
Agricultural commodity storage facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	
Climate controlled indoor storage	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	P	P	P	
Fuel tank farm	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	P	
Marijuana transporter																			
Mini-storage facility	-	-	-	-	-	-	-	-	-	C	-	-	-	C	-	P	P	P	17.20.6.130
Freight terminal	-	-	-	-	-	-	-	-	-	C	-	-	-	-	-	P	P	P	
Warehouse	-	-	-	-	-	-	-	-	-	C	-	-	-	C	-	P	P	P	
Indoor Recreation/Sports/Entertainment																			
Casino, type I	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-	P	P	P	17.20.6.140
Casino, type II	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	P	P	17.20.6.150
Indoor entertainment	-	-	-	-	-	-	-	-	P	-	P	C	C	C	C	-	P	-	-
Indoor sports and recreation	-	-	-	-	-	-	-	-	P	-	P	C	C	C	C	C	P	P	-
Outdoor Recreation/Sports/Entertainment																			
Golf course/driving range	C	C	C	C	C	-	-	-	-	-	-	-	-	-	P	P	-	-	
Miniature golf	-	-	-	-	-	-	-	-	P	C	-	-	-	C	-	-	P	C	-
Outdoor entertainment	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	P	C	-	

Park	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Recreational trail	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Community Services/Uses																					
Administrative governmental center	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	C	P	-	-		
Animal shelter	-	-	-	-	-	-	-	-	C	C	-	-	C	C	C	-	P	P	-	17.20.6.160	
Cemetery	C	C	C	C	C	C	C	-	-	-	-	-	-	-	P	P	P	-	-	17.20.6.170	
Civic use facility	C	C	C	C	C	C	C	-	P	-	P	P	P	P	P	C	-	-	-		
Community center	C	C	C	C	C	C	C	C	P	-	P	P	P	P	P	C	-	-	-		
Community cultural facility	C	C	C	C	C	C	C	P	P	-	P	P	P	P	P	C	-	-	-		
Community garden	P	P	P	P	P	P	P	C	C	C	C	P	P	P	P	P	P	C	C	17.20.6.175	
Public safety facility	C	C	C	C	C	C	C	C	P	C	P	P	P	P	P	-	P	P	-		
Worship facility	C	C	C	C	C	C	C	P	P	-	C	P	P	P	P	-	-	P	-	17.20.6.180	
Health Care																					
Health care clinic	-	-	-	-	-	-	-	P	P	-	P	P	P	P	P	-	-	-	-		
Health care facility	-	-	-	-	-	-	-	-	P	-	P	P	C	C	P	-	-	-	-		
Health care sales and services	-	-	-	-	-	-	-	P	P	-	P	P	P	P	P	-	-	-	-		
Education																					
Commercial education facility	-	-	-	-	-	-	-	P	P	-	P	P	P	P	-	-	P	P	-		
Educational facility (K—12)	C	C	C	C	C	C	C	C	-	-	-	C	C	C	P	-	-	-	-	17.20.6.200	
Educational facility (higher education)	-	-	-	-	-	-	-	C	C	-	-	C	C	C	P	-	P	-	-		
Instructional facility	-	-	-	-	-	-	-	P	P	-	P	P	P	P	-	-	P	P	-		
Solid Waste, Recycling and Composting																					
Composting facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	C	P	17.20.6.210	
Recycling center	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	C	P	17.20.6.220	
Solid waste transfer station	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	C	P	17.20.6.230	
Telecommunications																					
Amateur radio station	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	17.20.6.240	
Telecommunication facility																				17.20.6.250	
Concealed facility	C	C	C	C	C	C	C	P	P	P	P	C	P	P	P	C	P	P	P		
Unconcealed facility	-	-	-	-	-	-	-	C	C	C	C	C	C	C	C	C	P	P	P		
Co-located facility	-	-	-	-	-	-	-	P	P	P	P	C	C	C	C	C	P	P	P		
Utilities																					
Utility installation	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	P		
Transportation																					
Airport	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-		
Bus transit terminal	-	-	-	-	-	-	-	-	P	P	P	-	C	C	C	-	P	P	-		
Heli-pad	-	-	-	-	-	-	-	-	C	C	C	C	C	C	C	C	P	P	P	17.20.6.260	
Parking lot, principal use	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	P	P	P	P		
Parking structure	-	-	-	-	-	-	-	-	P	-	P	P	P	P	P	-	P	P	P		
Railroad yard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P		
Taxi cab dispatch terminal	-	-	-	-	-	-	-	-	P	P	P	-	P	P	-	-	P	P	-		
Contractor Yards																					
Contractor yard, type I	C	-	-	-	-	-	-	-	C	-	-	-	P	P	-	-	P	P	-	17.20.6.270	

Contractor yard, type II	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	-	-	P	P	P	17.20.6.280
Industrial/Manufacturing																					
Artisan shop	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	-	P	P	-	
Industrial, heavy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	P	
Industrial, light	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	
Industrial park	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	
Junkyard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	C	P	17.20.6.290
Light manufacturing and assembly	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	-	-	P	P	P	17.20.6.300
<u>Marijuana manufacturing</u>																				<u>P</u>	
<u>Marijuana testing laboratory</u>																			<u>P</u>	<u>P</u>	
Motor vehicle graveyard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	17.20.6.310
Motor vehicle wrecking facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	17.20.6.320

- The use is not permitted in the district

C The use is allowed through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 6 of this chapter, as appropriate

(Ord. 3249, 2022; Ord. No. 3056, § 1, 8-17-2010; Ord. No. 3068, § 2, 4-5-2011; Ord. No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012; Ord. 3166, 2017; Ord. 3221, 2020)

Exhibit 20-2. Accessory uses by district

Use	R-1	R-2	R-3	R-5	R-6	R-9	R-10	C-1	C-2	C-3	C-4	C-5	M-1	M-2	PLI	POS	GFIA	I-1	I-2	Special Standards
Accessory living space	P	P	P	P	P	P	-	P	P	P	P	P	P	P	P	-	-	-	-	17.20.7.010
Agriculture, livestock	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	17.20.7.080
ATM, exterior	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	17.20.7.020
Bed and breakfast	C	C	C	C	C	C	-	C	-	-	-	P	P	P	-	-	-	-	-	17.20.7.030
Fences	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	17.20.7.040
Gaming, accessory	-	-	-	-	-	-	-	-	P	P	P	-	-	P	-	-	P	P	P	17.20.7.050
Garage, private	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-	P	P	P	17.20.7.060
Home occupation	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-	-	P	P	17.20.7.070
Private stable/barn	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	17.20.7.080
Residence, accessory	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	-	P	P	P	17.20.7.085
Roadside farmer's market	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17.20.7.090

Storage containers	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	P	P	P	17.20.7.100
Wind-powered electricity systems	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	17.20.7.110

- The use is not permitted in the district

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

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

(Ord. 3249, 2022; Ord. No. 3034, § 1, 7-21-2009; Ord. No. 3056, § 1, 8-17-2010; Ord. No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012)

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

Use	R-1	R-2	R-3	R-5	R-6	R-9	R-10	C-1	C-2	C-3	C-4	C-5	M-1	M-2	PLI	POS	GFIA	I-1	I-2	Special Standards
Garage sales	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-	-	P	P	17.20.8.015
Itinerant outdoor sales	-	-	-	-	-	-	-	-	P	P	-	-	-	P	-	-	C	C	-	17.20.8.020
On-site construction office	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	17.20.8.030
On-site real estate sales office	P	P	P	P	P	P	-	-	-	-	-	-	P	P	-	-	-	-	-	17.20.8.040
Outdoor entertainment, temporary	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P	P	P	P	P	
Sidewalk café	-	-	-	-	-	-	-	P	P	-	P	P	P	P	C	C	-	-	-	17.20.8.050
Sidewalk food vendor	-	-	-	-	-	-	-	-	P	-	P	P	P	P	P	P	-	-	-	17.20.8.060

- The use is not permitted in the district

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

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

(Ord. 3249, 2022; Ord. No. 3056, § 1, 8-17-2010; Ord. 3221, 2020)

17.20.3.070 Prohibited land uses.

No use of land shall be permitted by right or conditionally permitted within the City of Great Falls that is in violation of federal, state or local law, **except for land uses relating to activities licensed by the Montana Department of Revenue under the Montana Marijuana Regulation and Taxation Act and identified as allowed in 17.20.3.010 and its accompanying exhibits.**

(Ord. 3249, 2022; Ord. No. 3054, § 1, 6-1-2010)



Commission Meeting Date: September 6, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: First Reading – Ordinance 3250, an amendment to the Planned Unit Development to allow 4-plex multifamily units for West Ridge Addition Phases VII - XI, previously known as Peretti Addition Tract 2, located in the SE1/4 Section 26, Township 21 N, Range 3 East, PMM, City of Great Falls, Cascade County, MT; and Preliminary Plat for a 40-lot major subdivision for West Ridge Addition, Phase X

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

Initiated By: S & L Development

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

Action Requested: City Commission accept Ordinance 3250 on first reading and set a public hearing for October 4, 2022 to consider the amendment for the Planned Unit Development

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3250 on first reading and set a public hearing for October 4, 2022 to consider an amendment to the Planned Unit Development for West Ridge Phases VII-XI.”
2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends setting the public hearing for October 4, 2022 for the Planned Unit Development amendment request to allow 4-plex multifamily units. The Planning Advisory Board/Zoning Commission recommended approval of the PUD amendment as well as the preliminary plat for West Ridge, Phase X at their public hearing held on August 23, 2022.

Conditions of Approval:

1. **General Code Compliance.** The proposed project shall be developed consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. **Amended Plat.** Provide an Amended Plat of the subject property which shall incorporate corrections of any errors or omissions noted by Staff.
3. **Utilities.** The final engineering drawings and specifications for public improvements for the subject property shall be submitted to the City for review and approval. Specifically, the Owner shall be responsible for creating a permanent stormwater facility that will be

- privately owned and maintained and will be required to be sized with each phase based on the drainage area, including the public rights-of-way. Alterations to the facility may be required through each phase based on this requirement
4. **Land Use & Zoning.** Except as provided herein, development of the property shall be consistent with allowed uses and specific development standards for the PUD Planned unit development district designation.
 5. **Reimbursements.** The applicant is required to pay the following fees: 1) payment for past City force main and lift stations improvements, with the fee being charged on a per acre basis, and 2) park in lieu of fee. Both fees shall be paid in full prior to approval of the Final Plat for the subdivision.
 6. **Subsequent modifications and additions.** If, after establishment of townhomes and multifamily units, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of Planning and Community Development shall determine in writing if such proposed change would alter the finding for one or more review criteria . If such proposed changes would alter a finding, the proposal shall be submitted for review as a new development application. If such proposed change would not alters a finding, the owner shall obtain all other permits as may be required.

Background: The subject property is located between Thaniel Addition and 4th Street Northeast, and will cover the length of 42nd Avenue Northeast. The property is 12.62 acres, and will consist of another phase of West Ridge Addition. The subdivision proposal is for Phase X, of an originally proposed eleven phase development that has been, and will be, platted over a number of years. The City Commission approved the annexation of the whole property, assigning R-3 Single-family high density zoning on August 18, 2015. At the request of the applicant, the Commission further approved the rezone of the property to Planned Unit Development (PUD) on February 21, 2017 to give the applicant the ability to construct 2-unit townhomes. The applicant is now requesting an amendment to the existing PUD to accommodate an allowance for 4-plex, multifamily units for Phases VII-XI.

Preliminary Plat Request: The applicant is proposing to proceed with Phase X of West Ridge Addition which will include townhomes, single family homes, and multi-family 4-plexes. This proposed phase would create 40 new lots and 70 total dwelling units. The lots on the preliminary plat range from 8,417 – 8,445 square feet for the townhomes, and 10,650 – 11,005 square feet for the single family lots, all of which are located on the eastern side of 2nd St. NE and extend to 4th St NE. On the west side of 2nd St. NE, the 4-plex lots range from 13,473 – 13,709 square feet. The proposed townhome and single family lot standards are consistent with R-3 zoning district requirements as well as the PUD that was added to the development in 2017. The 4-plex lot standards are included in the proposed amendment to the PUD.

The basis for decision to approve, conditionally approve, or deny a proposed subdivision is whether the subdivision application, preliminary plat, applicable environmental assessment, public hearing, planning board recommendations, or additional information demonstrate that development of the proposed subdivision meets the requirements of 76-3-608 MCA. The governing body shall issue written findings of fact that weigh the criteria in of 76-3-608 (3) MCA, which are attached as Findings of Fact – Subdivision.

Improvements

Roadways

Phase X will connect to and extend existing City roadways by extending 2nd and 4th Streets NE, and building 42nd Ave NE. These roadways will be constructed to the City's typical 35 foot wide standard, and the 60 foot rights-of-way will be provided to set up for boulevard-style sidewalks for builders to

construct as lots are sold. These sidewalks will connect to the existing system to continue to build out the sidewalk network. No changes to the road or sidewalk network are being proposed with this application.

Utilities

Service for the proposed 40 lots will require extension of existing 8 inch sewer and water mains that currently serve West Ridge, Phase IX. The on-site improvements required for the development of the subject property shall be installed as shown on the final construction plans that are submitted to, and approved by the City. The on-site improvements shall include everything required to provide water, sanitary sewer, storm water management, and access including streets and sidewalks serving each proposed lot. These improvements shall be installed at the Owner's expense in accordance with the requirements of the OCCGF and the supplemental Improvement Agreement that was approved during Phase IX.

Storm Water Management

The Improvement Agreement for West Ridge Addition, Phases VII – XI, recorded with the Cascade County Clerk & Recorder's Office on September 3, 2015, record # R0311745 GFA, outlines the Owner's permanent and temporary storm water management requirements in Sections 12.4 and 20. More specifically, that Agreement envisioned the construction of a regional storm water facility on a separate parcel with a shared cost arrangement between West Ridge, Thaniel Addition, and the City of Great Falls.

As part of the construction of the previous phase (Phase IX), the Owner approached the City to construct a permanent storm water detention pond onsite that would be a private facility to treat just the West Ridge Addition. The request was approved in 2021 and documented with a Supplement Improvement Agreement. The Owner is now responsible for creating a permanent storm water facility that will be privately owned and maintained and will be required to be sized with each phase based on the drainage area, including the public rights-of-way. Alterations to the facility may be required through each phase based on this requirement. While City staff still prefers the regional storm water plan developed in the 2015 Improvement Agreement as a more appropriate long term regional solution, staff accepts that the developer's proposed alternative is a legal method of meeting storm water requirements as long as the system is properly designed, constructed, and maintained.

Planned Unit Development Request: The current Planned Unit Development that was adopted in 2017 was created to allow for two-unit townhomes, which were not allowed under the previous R-3 zoning district. At the time that it was approved, the PUD set the standards for the townhome lots, and kept an underlying R-3 zoning district for any other standards not specifically set. Now, in conjunction with the Phase X preliminary plat, the applicant is requesting an amendment to the PUD to include 4-plex multifamily units. Within the application, S & L Development has proposed setbacks for each of the multifamily lots, as well as a lot size range, minimum lot width and proportion, maximum lot coverage, and maximum building heights. Other deviations from the code that are being proposed in the amendment include a difference in location for accessory structures, specifically garages. Current City code dictates that accessory structures cannot be built in front of the principal structure, but the proposed PUD amendment will allow the structures to be located closer to the front lot line than the principal building.

The addition of multi-family units, not only creates a greater feasibility for the applicant to continue to develop the remaining phases of West Ridge, but the added density also meets an identified need in the community. A recent study commissioned by the Great Falls Development Authority has identified a pressing need for significant numbers of additional housing units to be constructed in the community. Increasing the amount of dwelling units in West Ridge would be a step to meeting those needs, which is

a reason why the City is recommending approval of the proposed Planned Unit Development amendment request.

Fiscal Impact: The subject property has already been annexed, so services are already provided by the City, and the cost of infrastructure improvements are being covered by the Developer per the agreed upon terms of the Supplement Improvement Agreement. The preliminary plat provides an increase in lots, which increases the City's tax base and increases revenue. It should be noted that the City Public Works Department has expended approximately \$130,000 towards the regional storm water option originally planned in the 2015 Improvement Agreement. The City has not ruled out the eventual construction of a regional storm water facility in this area. Per the 2015 annexation agreement, The City has also invested over \$1.4 million towards a sewer lift station and force main that serves the West Ridge and Thaniel subdivisions. Per the agreement, the city will continue to be reimbursed for the investment as lots are brought to the market. For the remaining phases of West Ridge, the applicant is required to reimburse the City for these sewer improvements on a per acre basis. Additionally, the applicant is required to continue their park in lieu of payments to the Park and Recreation Department.

Alternatives: The City Commission could choose not to set the public hearing for the PUD amendment request. This would prevent the Planned Unit Development request from being considered through a public hearing process.

Concurrences: Representatives from the City's Public Works Department have been involved throughout the review and approval process for this project. In particular, there have been extensive discussions with Public Works staff on appropriate storm water management options to address the water quantity and quality impacts associated with further development of both the West Ridge and Thaniel subdivisions.

Attachments/Exhibits:

Ordinance 3250

Findings of Fact – Planned Unit Development

Findings of Fact – Subdivision

Aerial Map

Zoning Map

Application – Standards and Preliminary Plat Exhibit

ORDINANCE 3250

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS TO AMEND THE PLANNED UNIT DEVELOPMENT ON THE PROPERTY LEGALLY DESCRIBED AS WEST RIDGE ADDITION PHASES VII – XI, PREVIOUSLY KNOWN AS PERETTI ADDITION TRACT 2, LOCATED IN THE SE ¼ SECTION 26, TOWNSHIP 21 NORTH, RANGE 3 EAST, PM, CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA.

* * * * *

WHEREAS, West Ridge Addition Phases VII – XI, previously known as Peretti Addition Tract 2, located in the SE ¼ Section 26, Township 21 North, Range 3 East, PM, City of Great Falls, Cascade County, Montana, is presently zoned PUD Planned Unit Development; and,

WHEREAS, the property owner, S & L Development, LLC, has petitioned the City of Great Falls to amend said PUD Planned Unit Development; and,

WHEREAS, the amendment includes adding 4-plex multifamily units to the already existing permitted single-family and townhome land uses; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on August 23, 2022, to consider the applicant’s petition to amend the PUD to add the requested land use; and

WHEREAS, the Zoning Commission passed a motion recommending that the City Commission approve the requested amendment because it adds housing density, promotes housing diversity, and is being designed compatibly to fit into the West Ridge Addition; and

WHEREAS, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing on this zoning amendment would be held on the 4th day of October, 2022, before final passage of said Ordinance herein; and,

WHEREAS, the Planned Unit Development amendment on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls, Section 17.16.29.050; and,

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

Section 1. It is determined that the herein requested amendment will meet the criteria and guidelines cited in Section 76-2-304 Montana Code Annotated, and Section 17.16.29.050 of the Land Development Code of the City of Great Falls.

Section 2. That the PUD zoning for West Ridge Addition Phases VII – XI, previously known as Peretti Addition Tract 2, located in the SE ¼ Section 26, Township 21 North, Range 3 East, PM, City of Great Falls, Cascade County, Montana, be amended to allow 4-plex multifamily units, subject to the setbacks, and other development standards attached hereto as Attachment A, and by this reference made a part hereof, as well as all other applicable regulatory codes and ordinances.

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

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading September 6, 2022.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading October 4, 2022.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Jeff Hindoien, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the City Commission, Ordinance 3250 in three conspicuous places within the limits of said City to-wit:

- On the Bulletin Board, first floor, Civic Center Building;
- On the Bulletin Board, first floor, Cascade County Court House;
- On the Bulletin Board, Great Falls Public Library

Lisa Kunz, City Clerk

(CITY SEAL)

BASIS OF DECISION – PLANNED UNIT DEVELOPMENT

Peretti Addition Tract 2, located in the SE ¼ Section 26, Township 21 North, Range 3 East, PMM, City of Great Falls, Cascade County, MT

PRIMARY REVIEW CRITERIA:

The basis for decision on planned unit developments is listed in Official Code of the City of Great Falls § 17.16.29.050 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the following criteria:

1. The development project is consistent with the City's growth policy;

The proposed amendment is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. This project is strongly supported by the Social and Physical portions of the Growth Policy, specifically the goals and principles to 1) encourage a diverse, safe and affordable supply of housing in the City; 2) enhance the urban built environment by promoting infill and redevelopment in the City; and 3) encourage a balanced mix of land uses throughout the City.

Additional Policies that this project is consistent with include:

Social - Housing

- Soc1.4.1 Work with the private sector and non-profits to increase housing opportunities in the city.
- Soc1.4.2 Expand the supply of residential opportunities including single family homes, apartments, manufactured homes and assisted living facilities.
- Soc1.4.3 Encourage, promote and support adequate and affordable home ownership in the City.
- Soc1.4.6 Encourage a variety of housing types and densities so that residents can choose by price or rent, location and place of work.
- Soc1.4.13 Protect the character, livability and affordability of existing neighborhoods by ensuring that infill development is compatible with existing neighborhoods.

Environmental - Urban Form

- ENV2.3.1 In order to maximize existing infrastructure, identify underutilized parcels and areas with infill potential as candidates for redevelopment in the City.

Physical - Land Use

- Phy4.1.1 Promote and incentivize infill development that is compatible with the scale and character of established neighborhoods.
- Phy4.1.3 Create a balanced land use pattern that provides for a diversity of uses that will accommodate existing and future development in the City.
- Phy4.1.4 Foster the development of safe, walkable, neighborhoods with a mix of uses and diversity of housing types.
- Phy4.1.5 Encourage and incentivize the redevelopment or adaptive reuse of vacant or underutilized properties so as to maximize the City's existing infrastructure.

2. The development project is consistent with applicable neighborhood plans, if any;

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. The subject property is located in Neighborhood Council #3. The Owner will present information to Council #3 on September 1, 2022.

3. The establishment, maintenance, or operation of the development project will not be detrimental to, or endanger the public health, safety, morals, comfort or general welfare;

Any development within the City limits requires a review of how the development will impact the public health, safety and welfare. It is not anticipated that the proposed amendment will have any negative impact. Public health issues have been addressed through the provision of City utilities. Additionally, the proposal will be accompanied by the construction of three public streets. This will provide multiple paths of travel for future residents as well as emergency service response.

4. The development project will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;

The proposed amended PUD provides housing options between single-family houses, 2-unit townhomes, and 4-plex multifamily units. Even though the project does increase the density of lots, the development will fit in with the context of the neighborhood based on the existing mix of single-family and two-unit townhome structures that are already established. The proposal will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish and impair property values in the neighborhood. New sidewalks will be constructed, landscaped boulevards will be added, and compatibly scaled homes will improve the overall transition.

5. The development project will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;

The proposed amendment will impact vacant property located north of the existing built out phases of West Ridge which currently have single-family and two-unit townhome residential units. Therefore, the proposed PUD amendment request is not anticipated to impede on the normal and orderly development and improvement of the surrounding property for uses permitted. The amendment will provide for a smooth transition between single family and multifamily units. Additionally, the proposed inclusion of additional housing density will assist the developer in potentially addressing future costs associated with off-site storm water and construction of 43rd Avenue North along the northern portion of the remaining undeveloped property.

6. The proposed design of the building and other structures are compatible with the desired character of the neighborhood;

The units are designed in a manner that is appropriate in scale for the area. The surrounding architectural context was considered in the design of the units for this development. Emphasis has been placed on the look of the units as they are viewed from the neighborhood as well as the way they fit into the development itself.

7. Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided;

The proposed amendment will continue the grid pattern established by the adjacent neighborhoods and previous phases. The lots in the development will extend and connect to City water and sewer mains. The street appeal of the area will be greatly enhanced by new sidewalks and boulevard trees. The Owner will pay the costs of extending these utilities. The development

will be designed to meet all criteria required for stormwater runoff.

8. Adequate measures have been or will be taken to provide ingress and egress so as to minimize traffic congestion in the public streets;

The development has been designed to continue the existing street network, and will be required to provide secondary turnaround access for emergency services at the west end of 42nd Ave NE. With the construction of 42nd Ave NE, 2nd St NE, and 4th St NE, traffic congestion will be minimized throughout the development. Previous traffic studies done by the developer at the time of annexation, as well as the North Great Falls Transportation Study conducted by the City, have shown that the area can withstand the traffic numbers associated with the development.

FINDINGS OF FACT – MONTANA SUBDIVISION AND PLATTING ACT

Preliminary Plat of West Ridge Addition, Phase X, of Peretti Addition Tract 2, located in the SE ¼ Section 26, Township 21 North, Range 3 East, PMM, City of Great Falls, Cascade County, MT

(PREPARED IN RESPONSE TO 76-3-808(3) MCA)

PRIMARY REVIEW CRITERIA:

Effect on Agriculture and Agricultural Water User Facilities:

The subject property was used for land crop production prior to annexation. The Improvement Agreement for West Ridge Addition, Phases VII – XI, recorded with the Cascade County Clerk & Recorder's office on September 3, 2015, record # R0311745 GFA, allowed current agricultural uses to continue on the portions of the subject property that are not being actively developed in Section 21. The Supplement to the Improvement Agreement for West Ridge Addition, which supplements the original agreement, also allows current agricultural uses to continue on the portions of the subject property that are not being actively developed. Agricultural use in the immediate vicinity has decreased due to residential development. There is not an agricultural water user facility in the area that the proposed development will impact. The subject property is in the City limits in a developing neighborhood, and the subdivision does not interfere with agricultural operations in the area.

Effect on Local Services:

Lots in the subdivision will receive service from extended public water and sewer mains through the proposed public rights-of-way from the existing mains from the previous phase. All service lines for water and sanitary sewer will be stubbed to the property line of all proposed lots. The City has installed a lift station and force main to provide sanitary sewer service to the overall West Ridge development and a larger surrounding area, including Thaniel Addition. To compensate the City for these improvements, the Owner will continue to pay the City, per the 2015 Improvement Agreement, a proportionate share for each remaining subdivision phase. This fee will be calculated on a per acre basis. The Owner is also responsible to pay a storm drain fee for each phase in the amount of \$250 per acre as well as a park in lieu of fee. The occupants of the residences within the subdivision will pay regular water and sewer charges.

This subdivision is receiving law enforcement and fire protection service from the City of Great Falls. The nearest fire station is +/-2 miles away from Phase X. Phase X includes the completion of 42nd Avenue from Thaniel Addition to 4th St NE. With the required turnaround on the west end of 42nd Ave NE, there will be two points of access for emergency services. Providing these services to the subdivision is expected to be a manageable cost to the City, and increased tax revenues from improved properties will assist with increased costs.

The Owner agrees to construct roadways for each phase as required for circulation through the development. Design and installation shall be consistent with City standards and submitted plans approved by the City of Great Falls. Construction of 42nd Ave NE, 2nd St NE, and 4th St NE shall include curb and gutter. Boulevard style sidewalks will be the responsibility of individual property owners.

Because the subdivision is the latest phase of a previously approved development project and the proposed development will comply with all utility and roadway requirements, there are no negative impacts on local services.

Effect on the Natural Environment:

The subdivision is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. Surface drainage from the subdivision primarily flows to the northwest of the subject property, with a smaller portion flowing due north. The original agreement for the West Ridge and Thaniel Additions required a regional stormwater detention facility to be constructed to serve the subdivisions. The Owner approached the City to construct a permanent stormwater detention pond onsite that will be private to treat just the West Ridge Addition. Details on this facility, including requirements for the pond as well as the maintenance of the private facility, were included in the Supplement Improvement Agreement that was approved in 2021. The onsite facilities will be designed, constructed, and maintained to address City requirements, which should mitigate erosion and flooding impacts to downstream properties.

Effect on Wildlife and Wildlife Habitat:

The subdivision creates the northernmost edge of the City limits. There is existing development to the east and south, and this is not in an area of significant wildlife habitat beyond occasional grazing deer or migrating fowl. This subdivision will not result in closure of public access to hunting or fishing areas, nor to public lands.

Effect on Public Health and Safety:

Based on available information, the subdivision is not subject to abnormal potential natural hazards such wildfire, avalanches or rockslides; however, the drainage basin in which the subject property is located has experienced flooding in the past. Installation of effective storm drainage facilities as reviewed and approved by the City Public Works Department and MDEQ can prevent a reoccurrence of said flooding events.

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

The subdivision meets the requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the Uniform Standards for Monumentation, and conforms to the design standards specified in the local subdivision regulations. The local government has complied with the subdivision review and approval procedures set forth in the local subdivision regulations.

EASEMENT FOR UTILITIES

The developer shall provide necessary utility easement to accommodate water mains, sanitary sewer mains, storm water mains, and private utilities to serve all lots of the subdivision.

LEGAL AND PHYSICAL ACCESS

The grid pattern established by the adjacent neighborhoods and previous phases will be continued on to the subject property. The Owner agreed in a previous phase to the dedication and installation of 42nd Avenue NE. This street as well as 2nd St NE and 4th St. NE are public right-of-ways maintained by the City

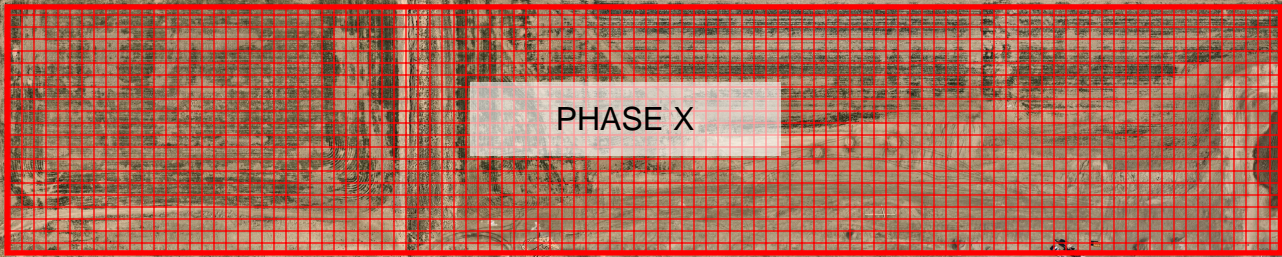
of Great Falls after construction is completed and after final acceptance of the improvements by the City.

Untitled Map

Write a description for your map.

Leg Agenda #15.

- Feature 1
- Feature 2



PHASE X

Choteau Ave NE

41st Ave NE

41st Ave NE

40th Ave NE

Accountable E

Sharon F. Thompson, NCTMB

39th Ave NE

39th Ave NE

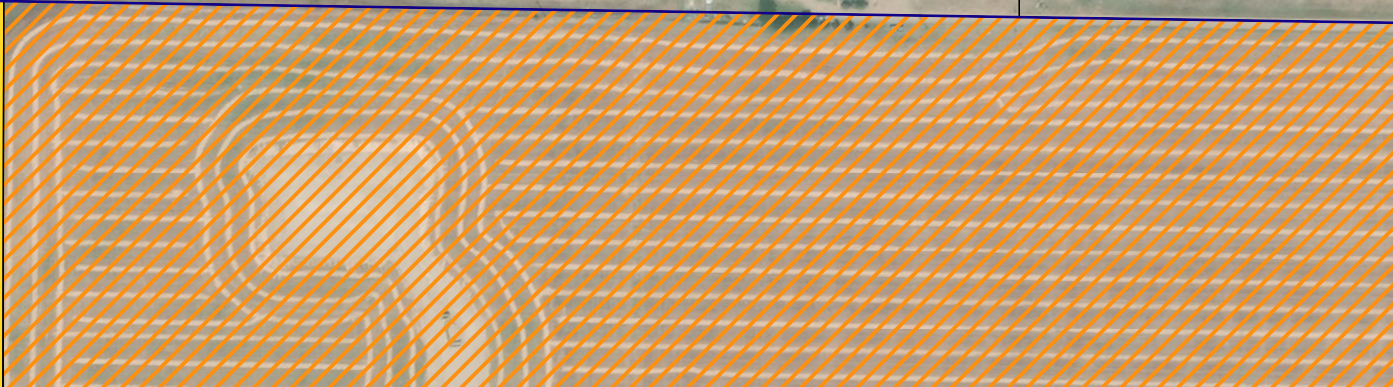
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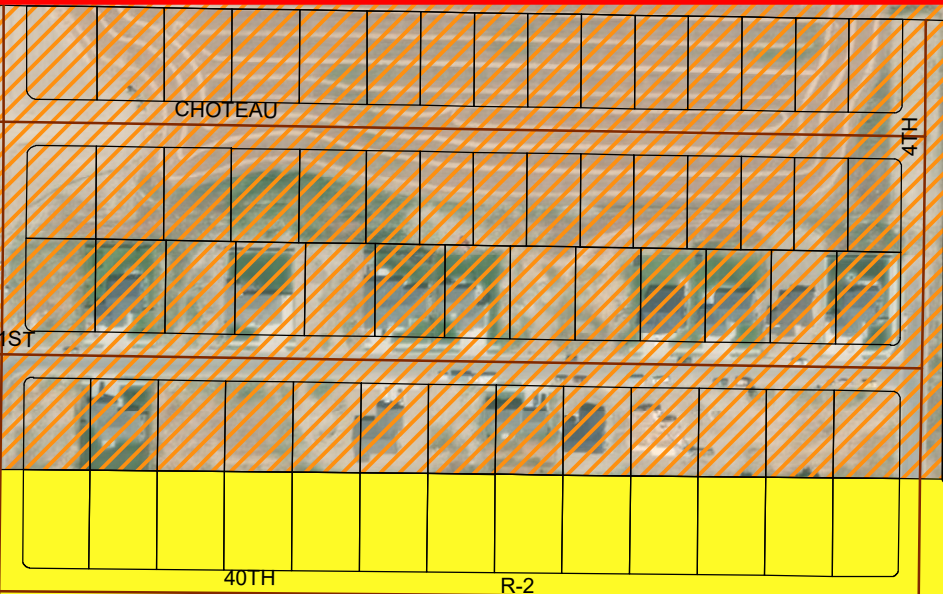
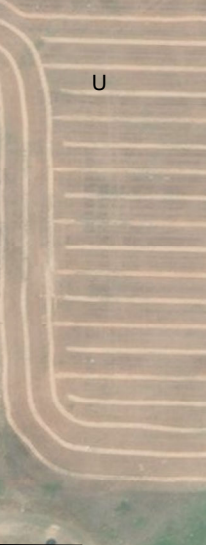


PLI



PHASE X
PUD

R-3



WEST RIDGE - PHASE 10

A 40 Lot Major Subdivision in Great Falls, Montana

Preliminary Plat Submittal

<i>Revision</i>	<i>Date</i>
Preliminary Plat Submittal	07/29/2022

Prepared for:

S & L Development
221 30th Ave NE
Great Falls, MT 59404

405 Third Street NW, Suite 206
Great Falls, MT 59404
(406) 761-1955



3860 O'Leary Street, Suite A
Missoula, MT 59808
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PRELIMINARY PLAT SUBMITTAL
WEST RIDGE - PHASE 10
July 29, 2022



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PRELIMINARY PLAT SUBMITTAL
WEST RIDGE - PHASE 10
July 29, 2022



The following headings follow the “Land Use Application Checklist” that was determined to be required for submittal from the City of Great Falls Planning and Community Development Department. The checklist was supplied to Woith Engineering on May 10th, 2022. See Appendix A for the checklist.

1. PRELIMINARY PLAT (TABLE 1)

1.A. NARRATIVE OF THE PROPOSED PROPERTY

The following narrative is intended to better describe the intent and design details of the West Ridge Subdivision Phase 10. See Appendix B for an overall master plan of this proposed subdivision.

West Ridge Phase 10 continuation of the West Ridge Subdivision located in southeast 1/4, Section 26, Township 21 North, Range 3 East, P.M.M. City of Great Falls, Cascade County, Montana. Phase 10 will include the extension of 4th and 2nd St NE going north one block and the creation of 42nd Ave NE extending to both the east and west ends of the property. The continuation of all roadway improvements will be constructed per the City of Great Falls Design Standard Drawings. All right-of-way's will be 60' in width. Sidewalk improvements will be constructed as lots are sold and housing development starts.

Utility improvements will include the extension of the 8” sewer and water main down the corridor of 42nd Ave., the 16” water main in the corridor of 2nd St., and the 8” water main in 4th St. Water and sewer services will be stubbed out to each lot for housing development to occur.

Storm drainage will be conveyed similarly to the previous phases of West Ridge and be broken into four separate basins. Basin 1 consists of approximately 2.46 acres and will discharge to the east of the property out the northern portion of 4th St NE. Preliminary calculations show that basin 1 will have a post developed 5-year 2-hour flow rate of 1.39 cfs. At this time the design team is working with the City of Great Falls Engineering Department on the proposed way to handle the flows from Basin 1. Basin 2 and 3 consists of a total of 8.77 acres. These basins will discharge out the northern portion of 2nd St NE and be conveyed to the existing stormwater pond to the north of West Ridge Phase 10. Preliminary calculations show that basin 2 and 3 will have a post developed 5-year 2-hour flow rate of 4.39 cfs. Further coordination will occur on the details on expanding the existing pond. The final basin, basin 4, consists of roughly 1.39 acres and will discharge out the eastern end of 42nd Ave NE due to the existing grade contours.

1.B. PRELIMINARY PLAT

See Appendix C

PRELIMINARY PLAT SUBMITTAL
WEST RIDGE - PHASE 10
July 29, 2022



1.C. CONCEPTUAL PLANS FOR PUBLIC INFRASTRUCTURE

See Appendix B

1.D. PRELIMINARY SOILS/GEOTECHNICAL INFORMATION

See Appendix D for the soil evaluation that was done for West Ridge Phase 9.

1.E. ESTIMATED WATER AND WASTEWATER DEMAND/DISCHARGE

Water Discharge:

Single Family Lots = 10

Townhouse Lots = 20

4 Plex Lots = 10 (3 bedrooms per unit, 12 total living units per lot)

Total Lots = 40

The average daily demand, including domestic demands and irrigation demands, was calculated based on the following assumptions:

Domestic: 300 gallons per day (as per DEQ 4)

$$D_{DOM} = (30 \text{ residences} * 300 \text{ gpd}) + (120 \text{ residences} * 100 \text{ gpd}) = 210,000 \text{ gpd}$$

Irrigation: 2" per week during the summer months (June-August). Assuming 50% of each lot is irrigated.

$$D_{IRR} = \left(\frac{2''}{\text{week}}\right) \left(\frac{1'}{12''}\right) \left(\frac{7.48 \text{ gal}}{\text{ft}^3}\right) \left(\frac{\text{week}}{7 \text{ days}}\right) (205,626 \text{ ft}^2 \text{ landscaping}) = 36,621 \text{ gpd}$$

Thus, the total average daily demand during the summer months, when water usage will be at its most severe, is **246,621** gallons per day.

Wastewater Discharge:

The peak sanitary sewer design flow for the development was estimated using the wastewater flow rates outlined in Section 3.1 of Montana Department of Environmental Quality Circular 4. The proposed residential units have been assumed to each have 3 residents for a total estimated population of 540 residents in the development. The 10 single-family, 20 townhouse, and 10 4-plex units will produce **210,000 gallons per day of wastewater flow**.

PRELIMINARY PLAT SUBMITTAL
WEST RIDGE - PHASE 10
July 29, 2022



A peaking factor is applied to the total daily flow to determine the design flow rate:

$$\text{Peaking Factor} = \frac{18 + \sqrt{P}}{4 + \sqrt{P}} = \frac{18 + \sqrt{.15}}{4 + \sqrt{.15}} = 4.19$$

Therefore, the peak design flow rate for this phase of development is calculated as follows:

$$Q_{\max} = 210,000 \text{ gpd} * \left(\frac{0.13 \text{ cf}}{\text{gal}} \right) * \left(\frac{\text{day}}{86,400 \text{ sec.}} \right) * 4.19 = 1.32 \text{ cfs}$$

1.F. PRELIMINARY DRAINAGE PLAN

See Appendix B

1.G. SPECIAL FUNDING PROPOSAL

There are no special funding proposals for the public infrastructure on this proposed development.

1.H. PRELIMINARY EASEMENTS

The proposed preliminary easements are shown on the attached preliminary plat.

2. PLANNED UNIT DEVELOPMENT (TABLE 3)

2.A. NARRATIVE

The following narrative is intended to better describe the intent and details of the Planned Unit Development (PUD) due to a change in product types that are proposed in West Ridge Phase 10.

The proposed 12.62 acres of the West Ridge Subdivision will undergo a revision to its previously approved PUD due to a change in product types that are proposed. West Ridge Phase 10 will have 3 different product types. See Appendix E for further clarification.

4-Plex Lot (See Appendix F)

Front Yard Set Back = 20'

Side Yard Set Back = 5'

Rear Yard Set Back = 10'

Lot Size Range = 12,000 to 15,000 square feet

Minimum Lot Width = 100'

Max Building Height Principal Building = 35'

PRELIMINARY PLAT SUBMITTAL
WEST RIDGE - PHASE 10
July 29, 2022



Max Building Height Accessory Building = 24', but no higher than the principal building.
Max Lot Coverage = 60% for corner lots, 50% for the other lots
Lot Proportion of Newly Created Lots (Max Depth to Width) = 2.5:1

Note: A deviation request will be required relating to the garage being set in front of the principal structure rather than behind. Appendix F shows the requested location of the garage related to the principal structure.

Townhouse Lot (See Appendix G)

Front Yard Set Back = 20'
Side Yard Set Back = 6', 0' on attached side
Rear Yard Set Back = 10'
Lot Size Range = 7,500 to 12,500 square feet
Minimum Lot Width = 61'
Max Building Height Principal Building = 35'
Max Building Height Accessory Building = 24', but no higher than the principal building.
Max Lot Coverage = 60% for corner lots, 50% for the other lots
Lot Proportion of Newly Created Lots (Max Depth to Width) = 2.5:1

Single Family

Front Yard Set Back = 20'
Side Yard Set Back = 6'
Rear Yard Set Back = 10'
Lot Size Range = 7,500 to 11,300 square feet
Minimum Lot Width = 61'
Max Building Height Principal Building = 35'
Max Building Height Accessory Building = 24', but no higher than the principal building.
Max Lot Coverage = 55% for corner lots, 50% for the other lots
Lot Proportion of Newly Created Lots (Max Depth to Width) = 2.5:1

2.B. PLANS AND SUPPLEMENTAL INFORMATION

See Section 1 for details on plans and supplemental information.

PRELIMINARY PLAT SUBMITTAL
WEST RIDGE - PHASE 10
July 29, 2022



APPENDIX A

Land Use Application

Date Stamp:

CITY OF GREAT FALLS
PLANNING & COMMUNITY DEVELOPMENT DEPT.
P.O. BOX 5021, GREAT FALLS, MT, 59403 5021
406.455.8430 • WWW.GREATFALLSMT.NET

DEVELOPMENT APPLICATION

West Ridge Phase 10

Name of Project:

S & L Development

Owner Name:

221 30th Ave NE

Mailing Address:

406-799-5665

Phone:

Woith Engineering - Robby Osowski and Spencer Woith

Representative Name:

406-205-1761

Phone:

jm.rothwell@charter.net

Email:

robert@woitheng.com

Email:

- Annexation by Petition: \$500
- Preliminary Plat, Major: \$1,500 + \$50/lot
- Final Plat, Major: \$1,500 + \$25/lot
- Minor Subdivision: \$1,250
- Zoning Map Amendment: \$2,000
- Conditional Use Permit: \$1,500
- Planned Unit Development: \$2,000
- Amended Plat, Non-administrative: \$1,000

PROPERTY DESCRIPTION / LOCATION:

Lots 40	26	21N/(10 and 11)	3E/West Ridge
Mark/Lot:	Section:	Township/Block:	Range/Addition:

Choteau Ave NE/2nd St NE

Street Address:

ZONING:

PUD	PUD	Agricultural	Single Family
Current:	Proposed:	Current:	Proposed:

LAND USE:

I (We), the undersigned, understand that the filing fee accompanying this application is not refundable. I (We) further understand that the fee pays for the cost of processing, and the fee does not constitute a payment for approval of the application. I (We) further understand that public hearing notice requirements and associated costs for land development projects are my (our) responsibility. I (We) further understand that other fees may be applicable per City Ordinances. I (We) also attest that the above information is true and correct to the best of my (our) knowledge.

Property Owner's Signature:

5-2-22

Date:

Representative's Signature:

5/5/2022

Date:

Land Use Application Checklist

All applicants are required to complete and submit the Land Use Application, associated fee, checklist, and required material per the checklist for the proposed development. This fee is non-refundable whether the request is approved or not. No processing will be performed until this fee has been paid. The applicant will also be responsible for the costs associated with publishing the legal ad. Per the Official Code of the City of Great Falls (OCCGF) Title 17 - Land Development Code, applicants requesting any of the following developments noted in the chart below are required to have a pre-submittal meeting with City Staff. Further, when directed by the City, the applicant will be required to present the proposed development to the Neighborhood Council.

APPLICANT SHALL SUBMIT ALL INFORMATION THAT IS MARKED REQUIRED BY STAFF FOR A COMPLETE SUBMITTAL

Completeness Checklist		Req.	App.	Staff
Annexation by Petition	Annexation requires an aerial exhibit or an amended plat/certificate of survey of the property to be annexed. Applicant is also required to submit a narrative of the proposed use of the property to be annexed and the requested zoning to be established.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Preliminary Plat, Major Subdivision	All major subdivisions require the approval of a preliminary plat. Submittal for the preliminary plat process also requires a narrative of the project as well as submittal of all information outlined in Table 1.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Final Plat, Major Subdivision	A final plat is required for each phase of a major subdivision. Submittal for final plat also requires submittal of all information outlined in Table 2. This information shall be submitted before the project will be put on an agenda for the Planning Advisory Board. Before a final plat can be recorded, all information noted in Table 2 must be approved.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Minor Subdivision	All minor subdivisions require a narrative of the project and a site plan showing compliance with the Development Standards as stated in the OCCGF as well as submittal information to show compliance with stormwater regulations (See Table 3), and a minor subdivision plat (See Table 2).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Zoning Map Amendment	Zoning map amendments require an exhibit of all properties to be proposed for the rezone, a narrative explaining the reasons for the rezone request, as well as submittal information to show compliance with stormwater regulations (See Table 3).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Conditional Use Permit	A conditional use permit requires a narrative explaining the project and the reason for the request of a conditional use permit along with a site plan of the project (See Table 3).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Planned Unit Development Please see Title 17, Chapter 28 for design considerations	A planned unit development request requires the submittal of a narrative explaining the project and reason for the request of a planned unit development. The submittal also requires the applicant to provide requested development standards that differ from those put forth in the OCCGF, a site plan showing the requested standards, as well as submittal information to show compliance with stormwater regulations (See Table 3).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amended Plat, Non-Administrative	Any amended plat altering six or more lots is required per State Statute to be reviewed by the governing body. This submittal requires a narrative of the project and an amended plat (See Table 2 for requirements).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Land Use Submittal Checklist - (continued)

APPLICANT SHALL SUBMIT ALL INFORMATION THAT IS MARKED REQUIRED BY STAFF FOR A COMPLETE SUBMITTAL

Table 1 - Preliminary Plat Checklist		Req.	App.	Staff
General Plat Requirements	Plat shall include all applicable items per Title 17 - Appendix A :			
	▪ Title Block - Title shall contain the words amended plat, subdivision, or certificate of survey (COS), the legal description, and the quarter section, section, township, range, principal meridian and county	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Name of owners, adjoining platted subdivision names, and adjoining COS numbers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ North arrow, scale and description of monuments	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Legal description of boundary perimeters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ All lots and blocks in the subdivision designated by number, the dimensions of each lot and block, the area of each lot, and the total acreage of all lots	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ All streets, alleys, avenues, roads and highways; their widths and bearings; the width of all right-of-way; and the names of all streets, roads, and highways	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ The location, dimensions and areas of all parks, common areas, and all other grounds dedicated for public use	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Date of survey and purpose statement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
▪ Show all phases if project is phased	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Plans and Supplemental Information	One (1) hardcopy of all plans, all manuals, and one (1) electronic submittal via CD or thumb drive are to be submitted and contain the following items:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Conceptual Plans for Public Infrastructure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Preliminary Soils/Geotechnical Information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Estimated Water and Wastewater Demands/Discharge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Preliminary Drainage Plan(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Any Special Funding Proposal for Public Infrastructure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Preliminary Easements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Table 2 - Final Plat and Minor Subdivision Checklist		Req.	App.	Staff
General Plat Requirements	Plat shall include all applicable items per Title 17 - Appendix A and the Cascade County Clerk and Recorder Checklist:			
	▪ Title Block - Title shall contain the words amended plat, subdivision, or certificate of survey (COS), the legal description, and the quarter section, section, township, range, principal meridian and county	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Name of owners, adjoining platted subdivision names, and adjoining COS numbers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ North arrow, scale and description of monuments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Legal description of boundary perimeters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ All lots and blocks in the subdivision designated by number, the dimensions of each lot and block, the area of each lot, and the total acreage of all lots	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ All streets, alleys, avenues, roads and highways; their widths and bearings; the width of all right-of-way; and the names of all streets, roads, and highways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ The location, dimensions and areas of all parks, common areas, and all other grounds dedicated for public use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Date of survey and purpose statement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ The signature and seal of the registered land surveyor responsible for the survey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Land Use Submittal Checklist - (continued)

APPLICANT SHALL SUBMIT ALL INFORMATION THAT IS MARKED REQUIRED BY STAFF FOR A COMPLETE SUBMITTAL

Table 2 - Final Plat and Minor Subdivision Checklist (cont.)		Req.	App.	Staff
Signatures and Certifications (continued)	Plat shall include all items per Title 17 - Appendix A and the Cascade County Clerk and Recorder Checklist in order to obtain the needed signatures for recording of the plat:			
	▪ Certification by the governing body that the final subdivision plat is approved, such certification shall include the acceptance of any dedicated land and improvements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ In the absence of full dedicated park land, a certification by the governing body waiving park dedication or accepting cash donation in lieu of dedication	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Certification by the applicable Planning Board that it has examined the subdivision plat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Signature of the landowner(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Certification of the County Treasurer that all real property taxes and special assessments levied on the land to be subdivided have been paid	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Approval statement from MDEQ and/or City-County Health Department or the Exemption stamp from City-County Health Department where subdivision is exempt from Montana Sanitation in Subdivisions Act (COSA or MFE)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plans and Supplemental Information	Three (3) hardcopies of all plans, one (1) copy of all manuals, and one (1) electronic submittal will be submitted and contain the following items (all plans and reports shall be prepared by a Montana licensed Professional Engineer):			
	▪ Final Plans and Specifications, including applicable sanitary sewer, storm drainage/grading, street, water and traffic control facilities,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Final Storm Drainage/Water Design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Final Sanitary Sewer and Water Design Reports (Reports shall be prepared by in accordance with MDEQ requirements and standards)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ All other required Design Reports (i.e., traffic generation, geotechnical, pavement and roadway design)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Wastewater Industrial Pretreatment Survey for all developments except for projects containing only single or multi-family residential	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Copy of Letter certifying that the Developer will be responsible for the cost of full-time construction inspection services provided by the City Engineering Division or a Consultant Engineering firm. Check with City Engineering Division for inspections.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Original executed Easements for Public Infrastructure.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Land Use Submittal Checklist - (continued)

APPLICANT SHALL SUBMIT ALL INFORMATION THAT IS MARKED REQUIRED BY STAFF FOR A COMPLETE SUBMITTAL

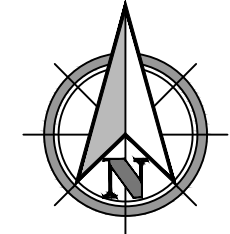
Table 3 - Site Plan Checklist		Req.	App.	Staff
Site Plan Requirements	Site Plan shall include all applicable items per Title 17 - Appendix A :			
	▪ Title Block containing project name, developer and landowner name, north arrow, graphic scale, property boundaries, and acreage of subject property	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Land Use/Development Standards tables with applicable information	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Existing buildings and site amenities as applicable including; contours, wetlands, existing vegetation, water resources, floodplains	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ All proposed buildings and site features including, access drives, pedestrian facilities, parking, landscaping, and lighting per Title 17 requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ All proposed utilities and stormwater facilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plans and Supplemental Information	One (1) copy of all plans, all manuals, and one (1) electronic submittal via CD or thumb drive are to be submitted and contain the following items:			
	▪ Conceptual Plans for Public Infrastructure	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Preliminary Soils/Geotechnical Information	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Estimated Water and Wastewater Demands/Discharge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Preliminary Drainage Plan(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Any Special Funding Proposal for Public Infrastructure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Preliminary Easements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PRELIMINARY PLAT SUBMITTAL
WEST RIDGE - PHASE 10
July 29, 2022



APPENDIX B

Master Plan



LOT COUNT

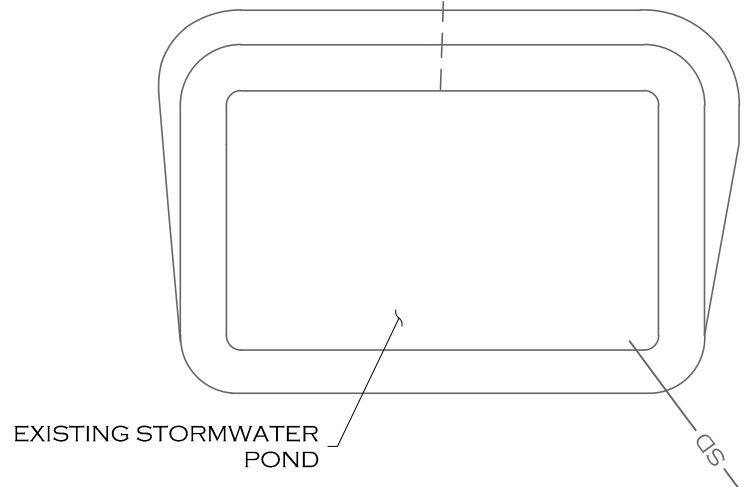
SINGLE FAMILY	10
TOWN HOUSE	20
4-PLEX	10
TOTAL	40

SCHULTZ
78.92 ACRES

STRUTZ
51 ACRES

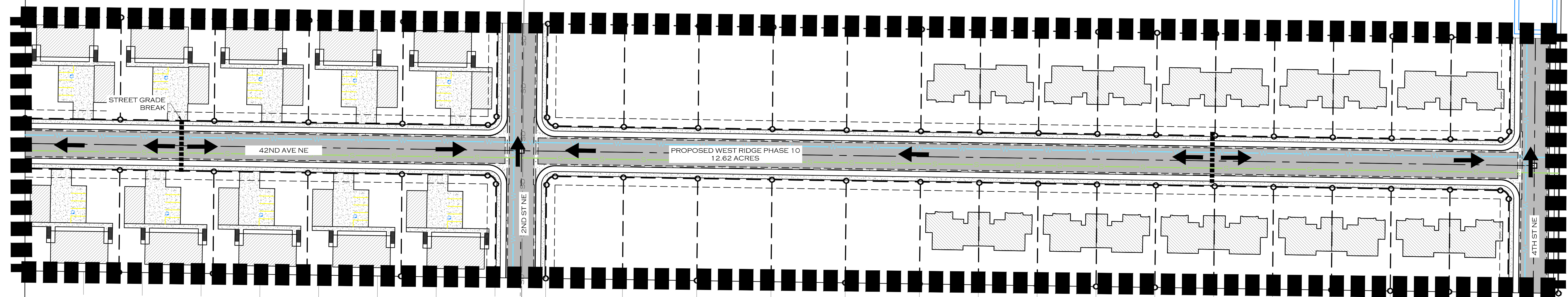
EAGLES CROSSING
226.93 ACRES

THANIEL ADDITION
95.08 ACRES



REMAINING PARCEL
21.05 ACRES

PERETTI
ADDITION
45.31 ACRES



WEST RIDGE PHASE 8

WEST RIDGE PHASE 9

CHOTEAU AVE NE

WOITH ENGINEERING, INC.
ENGINEERS & SURVEYORS
 405 3RD STREET NW, SUITE 205 • GREAT FALLS, MT 59404 • 406.761.1955
 3880 CLARY STREET, SUITE A • MISSOULA, MT 59808 • 406.803.9565
 WWW.WOITHENG.COM

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GREAT FALLS

WEST RIDGE PHASE 10 & 11

MONTANA

MASTER PLAN

EX-A

PRELIMINARY PLAT SUBMITTAL
WEST RIDGE - PHASE 10
July 29, 2022



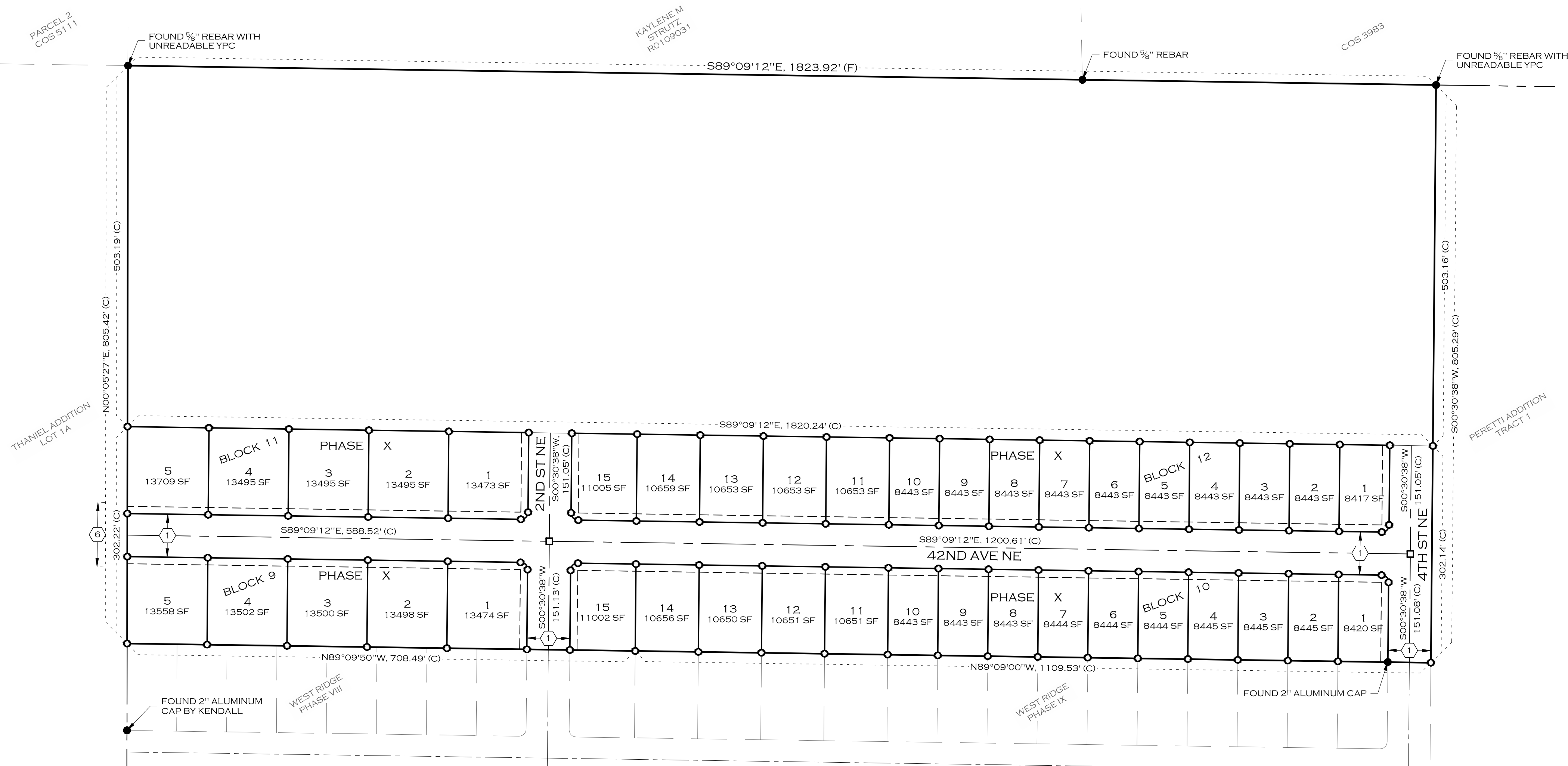
APPENDIX C

Preliminary Plat

PRELIMINARY PLAT OF WEST RIDGE ADDITION, PHASE X OF PERETTI ADDITION TRACT 2

OWNER OF RECORD:
S&L DEVELOPMENT, LLC
SURVEY COMMISSIONED BY:
S&L DEVELOPMENT, LLC
TOTAL SUBDIVISION AREA:
12.62 ACRES (GROSS & NET)

A MAJOR SUBDIVISION OF PERETTI ADDITION TRACT 2, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 21 NORTH, RANGE 3 EAST, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA



PURPOSE OF SURVEY

A 40 LOT MAJOR SUBDIVISION OF TRACT 2 OF PERETTI ADDITION.

CERTIFICATE OF SURVEYOR

I, MICHAEL D. SHAYLOR, A LICENSED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PERFORMED THE SURVEY SHOWN ON THE ATTACHED PLAT OF WEST RIDGE ADDITION, PHASE X OF PERETTI ADDITION TRACT 2, LOCATED IN THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, THAT SAID SURVEY IS TRUE AND COMPLETE AS SHOWN, AND THAT THE MONUMENTS FOUND AND SET ARE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN THEREON. AS PER ARM 24.183.1 (1)(i)&(j) DUE TO PLANNED IMPROVEMENT INSTALLATION, THE MONUMENTS NOT IN PLACE AT THE TIME OF FILING, (AS DEPICTED IN THE LEGEND) WILL BE PLACED WITHIN 240 DAYS OF RECORDING THIS SURVEY.

BY MICHAEL D. SHAYLOR, PLS MONTANA REGISTRATION NO. 19110 LS DATE

CERTIFICATE OF OWNERS

WE, THE UNDERSIGNED PROPERTY OWNERS, DO HEREBY CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED AND PLATTED INTO BLOCKS, LOTS, EASEMENTS, AND STREETS AS SHOWN BY THE ATTACHED PLAT. THE TRACT OF LAND TO BE KNOWN AS THE PLAT OF WEST RIDGE ADDITION, PHASE X, BEING A PORTION OF TRACT 2 OF PERETTI ADDITION, LOCATED IN THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 26, TOWNSHIP 21 NORTH, RANGE 3 EAST, PRINCIPAL MERIDIAN MONTANA, CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 8 OF BLOCK 9 OF WEST RIDGE ADDITION, PHASE VIII, THENCE, N00°08'28"W, A DISTANCE OF 805.61 FEET; THENCE, S89°23'02"E, A DISTANCE OF 1824.08 FEET; THENCE S00°16'55"W, A DISTANCE OF 805.46 FEET; THENCE, N89°23'02"W, A DISTANCE OF 1200.59 FEET; THENCE, N89°20'01"W, A DISTANCE OF 60 FEET; THENCE, N89°23'52"W, A DISTANCE OF 557.54 FEET TO THE POINT OF BEGINNING, CONTAINING 33.67 ACRES MORE OR LESS.

THE UNDERSIGNED, GRANTOR HEREBY DEDICATES, TO THE CITY OF GREAT FALLS, GRANTEE, THE PUBLIC STREETS AS SHOWN HEREON. WITHOUT LIMITATION, GRANTEE MAY OPERATE, MAINTAIN, REPAIR, AND REBUILD ROADS, DRAINAGE WAYS, RAMPS, SIDEWALKS, CURBS, GUTTERS, CUTS AND OTHER RELATED IMPROVEMENTS.

FURTHERMORE, THIS SURVEY IS EXEMPT FROM REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO SECTION 76-4-125(1)(a) M.C.A., TO WIT: "AS CERTIFIED PURSUANT TO 76-4-127, TO WIT "(1) TO QUALIFY FOR THE EXEMPTION SET OUT IN 76-4-125(1)(a), THE CERTIFYING AUTHORITY SHALL SEND NOTICE OF CERTIFICATION TO THE REVIEWING AUTHORITY THAT ADEQUATE STORM WATER DRAINAGE AND ADEQUATE MUNICIPAL FACILITIES WILL BE PROVIDED FOR THE SUBDIVISION, FOR A SUBDIVISION SUBJECT TO TITLE 76, CHAPTER 3, THE CERTIFYING AUTHORITY SHALL SEND NOTICE OF CERTIFICATION TO THE REVIEWING AUTHORITY PRIOR TO FINAL PLAT APPROVAL."

FURTHERMORE, FEDERAL, STATE, AND LOCAL PLANS, POLICIES, REGULATIONS AND/OR CONDITIONS OF SUBDIVISION APPROVAL THAT MAY LIMIT THE USE OF THE PROPERTY, INCLUDING THE LOCATION, SIZE AND USE ARE SHOWN ON THE CONDITIONS OF APPROVAL SHEET OR AS OTHERWISE STATED.

FURTHERMORE, BUYERS OF PROPERTY SHOULD ENSURE THAT THEY HAVE OBTAINED AND REVIEWED ALL SHEETS OF THE PLAT AND ALL DOCUMENTS RECORDED AND FILED IN CONJUNCTION WITH THE PLAT AND ARE STRONGLY ENCOURAGED TO CONTACT THE LOCAL PLANNING DEPARTMENT AND BECOME INFORMED OF ANY LIMITATIONS ON THE USE OF THE PROPERTY PRIOR TO CLOSING.

FURTHERMORE, THE UNDERSIGNED HEREBY GRANTS UNTO EACH AND EVERY PERSON, FIRM, OR CORPORATION, WHETHER PUBLIC OR PRIVATE, PROVIDING OR OFFERING TO PROVIDE TELEPHONE, TELEGRAPH, ELECTRIC POWER, GAS, CABLE TELEVISION, WATER OR SEWER SERVICE TO THE PUBLIC, THE RIGHT TO THE JOINT USE OF AN EASEMENT FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REMOVAL OF THEIR LINES AND FACILITIES, IN, OVER, UNDER AND ACROSS EACH AREA DESIGNATED ON THIS PLAT AS "UTILITY EASEMENT" TO HAVE AND TO HOLD FOREVER.

S&L DEVELOPMENT, LLC

BY AUTHORIZED AGENT S&L DEVELOPMENT, LLC

STATE OF MONTANA) :SS
COUNTY OF CASCADE)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS DAY OF , 2022, A NOTARY PUBLIC FOR THE STATE OF MONTANA, PERSONALLY APPEARED, KNOWN TO ME TO BE THE PERSON WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGE TO ME THAT THEY ARE EXECUTED THE SAME.

NOTARY PUBLIC, STATE OF MONTANA

- LEGEND
SECTION LINE
EXTERIOR SUBDIVISION BOUNDARY
INTERIOR SUBDIVISION BLOCK & LOT BOUNDARY
EASEMENT AS DESCRIBED (PER THIS DOCUMENT)
ROAD CENTERLINE (PER THIS DOCUMENT)
BLOCK & LOT BOUNDARY
ROAD CENTERLINE (PER RECORD DOCUMENT)
FOUND MONUMENT AS DESCRIBED
SET 1 1/2" ALUMINUM CAP MARKED "WEI SHAYLOR 19110LS"
SET 1 1/4" YELLOW PLASTIC CAP MARKED "WEI SHAYLOR 19110LS"
FOUND
CALCULATED OR SET

- KEY NOTES:
(1) 60' RIGHT OF WAY
(2) 10' UTILITY EASEMENT

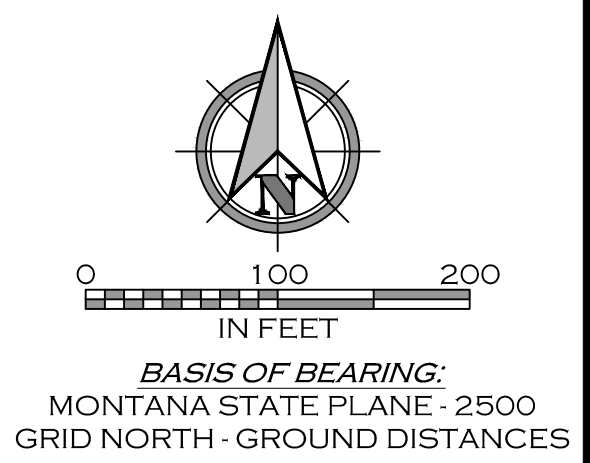
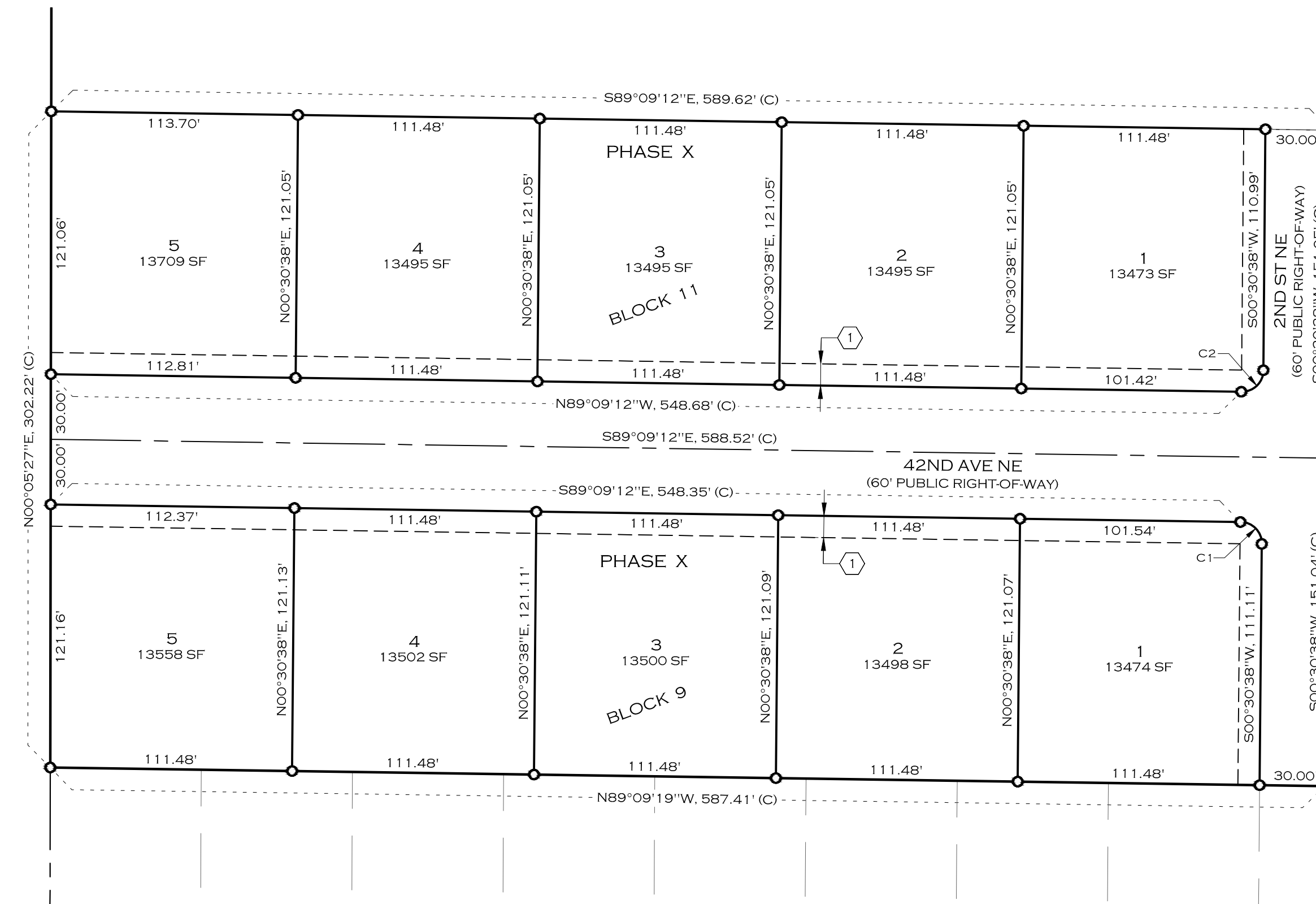


Table with columns: WOTH ENGINEERING, INC. ENGINEERS & SURVEYORS, 1/4, SECTION 26, TOWNSHIP 21 N, RANGE 3 E, PRINCIPAL MERIDIAN MONTANA, CASCADE COUNTY, MONTANA, WEI JOB#: 2130, DRAWN: RLO, DA: MDS, DATE: JULY 18, 2022, FILENAME: PLAT.DWG, SHEET 1 OF 8

PRELIMINARY PLAT OF WEST RIDGE ADDITION, PHASE X OF PERETTI ADDITION TRACT 2

A MAJOR SUBDIVISION OF PERETTI ADDITION TRACT 2, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 21 NORTH, RANGE 3 EAST, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA



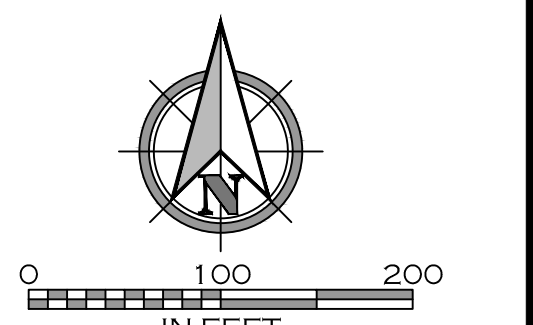
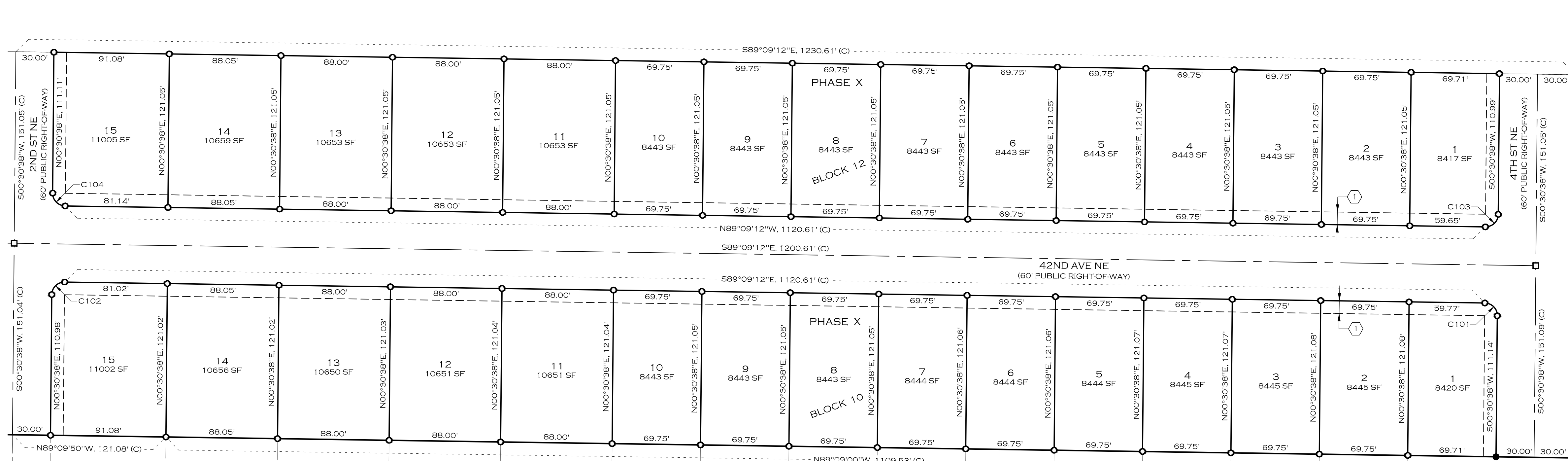
LEGEND

- SECTION LINE
- EXTERIOR SUBDIVISION BOUNDARY
- INTERIOR SUBDIVISION BLOCK & LOT BOUNDARY
- EASEMENT AS DESCRIBED (PER THIS DOCUMENT)
- ROAD CENTERLINE (PER THIS DOCUMENT)
- BLOCK & LOT BOUNDARY
- ROAD CENTERLINE (PER RECORD DOCUMENT)
- FOUND MONUMENT AS DESCRIBED
- SET 1/2" ALUMINUM CAP MARKED "WEI SHAYLOR 191 10LS"
- SET 1/4" YELLOW PLASTIC CAP MARKED "WEI SHAYLOR 191 10LS"
- (F) FOUND
- (C) CALCULATED OR SET

KEY NOTES:

- ① 10' UTILITY EASEMENT

CURVE TABLE			
CURVE #	RADIUS	LENGTH	DELTA
C1	10.00'	15.65'	089°39'49"
C2	10.00'	15.77'	090°20'11"
C101	10.00'	15.65'	089°39'49"
C102	10.00'	15.77'	090°20'11"
C103	10.00'	15.77'	090°20'11"
C104	10.00'	15.65'	089°39'49"



BASIS OF BEARING:
 MONTANA STATE PLANE - 2500
 GRID NORTH - GROUND DISTANCES
VERTICAL DATUM
 NAVD88

	1/4	SECTION	TOWNSHIP	RANGE	PRINCIPAL MERIDIAN MONTANA CASCADE COUNTY, MONTANA WEI JOB#: GF-2130 DRAWN: RLO QA: MDS DATE: JULY 11, 2022 FILENAME: PLAT.DWG SHEET 1 OF 8
	26	21 N	3 E		

PRELIMINARY PLAT SUBMITTAL
WEST RIDGE - PHASE 10
July 29, 2022



APPENDIX D

Soil Evaluation

DELTA ENGINEERING P.C.

CONSULTING ENGINEERS
P.O. BOX 1481
GREAT FALLS, MT 59403
(406) 727-3687



MEMO TO: Craig Raymond, Director, Planning and Development
FROM: G. L. Knudson, PE
RE: WEST RIDGE ADDITION - PHASE IX, Soils Evaluation/Building Foundations
DATE: October 20, 2021

Six different test holes were completed in West Ridge Phase IX to determine the subsurface soils lithology for planned foundations for single family homes and town houses. A Plat Map showing the location of the six test pits is enclosed. Logs of each test hole are also enclosed.

The excavations for the water and sewer mains on Choteau Avenue penetrated bedrock at depths of 3 to 9 feet below existing surface. The excavations for the water and sewer service lines also penetrated bedrock at similar depths, which provided me the depths to bedrock between the test holes completed for this Phase.

The six test holes and the utility excavations show that all of West Ridge Addition Phase IX is underlain by bedrock at depths of 3 to 9 feet. The subsurface bedrock in West Ridge PH IX is consistent with the bedrock conditions (depth and lithology) found in the previous phases for West Ridge.

All test holes were excavated to hard dense sandstone bedrock. Typically, the sandstone is overlain by silty sand/loam on the north side of Choteau Ave., generally in the middle, of the Block, underlain by sand, then 2 to 4-1/2 feet of a blocky clay, above the sandstone bedrock in Test Holes 2,3,4,5, & 6. The clay is dry and moderately stiff. There is a yellow medium to coarse grained sand layer overlying the sandstone bedrock at TH-1.

All of the single family home lots (11,12,13,14, 17, 18, 19 & 20) have bedrock at 3 to 6 feet. All basement foundations/footings will be below bedrock. The standard City of Great Falls spread footing and foundation is appropriate for these lots.

The unconsolidated soils (clay and sand) vary from 4.5 feet up to about 9 feet below existing ground surface. The footings/foundations of the planned town homes, are intended to be on crawlspaces, with a 4 feet stem wall on 8 inch thick footings. The bedrock under the town home Lots 1-10 varies from 4 to 9 feet. These lots are north of Choteau Ave. The bedrock below Lots 21-30 varies from 8 to 4.5 feet. These lots are south of Choteau Ave. Based upon the utility trenches for the water and sewer lines, the bedrock is increasing shallower on the lots on the south side of Chouteau Ave from Lot 22 to Lot 30 (5.5 ft. to 4.5 ft.)

Presumptive bearing capacity of the sandstone is estimated to be between 20,000 pounds per square feet up to 40,000 pounds per square feet (see attachment). The International Building Code Allowable Foundation Bearing Pressure is 1500 psf. The presumptive bearing pressure of the bedrock in West Ridge PH IX is over a magnitude of ten higher.

For the town home lots with bedrock in excess of 5 feet below the top of the foundation, there

are several options available:

- I. Excavate and remove the unconsolidated materials to bedrock and replace with engineered fill.
- II. Shafts (large diameter drill /auger holes) drilled to bedrock, on specific spacing based on the shaft diameter, and filled with 4000+ psi cast-in-place concrete to the bottom of the footing elevation. Use a concrete grade beam for the footing, between the concrete shafts.
- III. Excavate a narrow trench along the perimeter of the home foundation and interior footings to bedrock, and extend the footings and foundation to bedrock. Maintain the undisturbed soils to the crawl space sub-grade elevation/concrete floor slab.
- IV. Resistance/helical piers are another option, but the shallow bedrock, in my opinion, do not justify this more costly alternative.

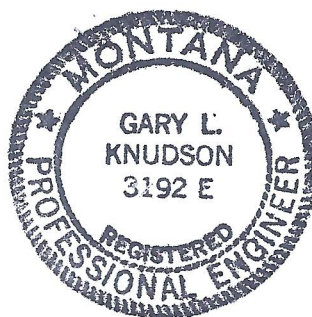
These options are most likely contingent on the depth to bedrock, and the economics/costs associated with each option.

If you have any questions, please give me a call.

Respectively Submitted,

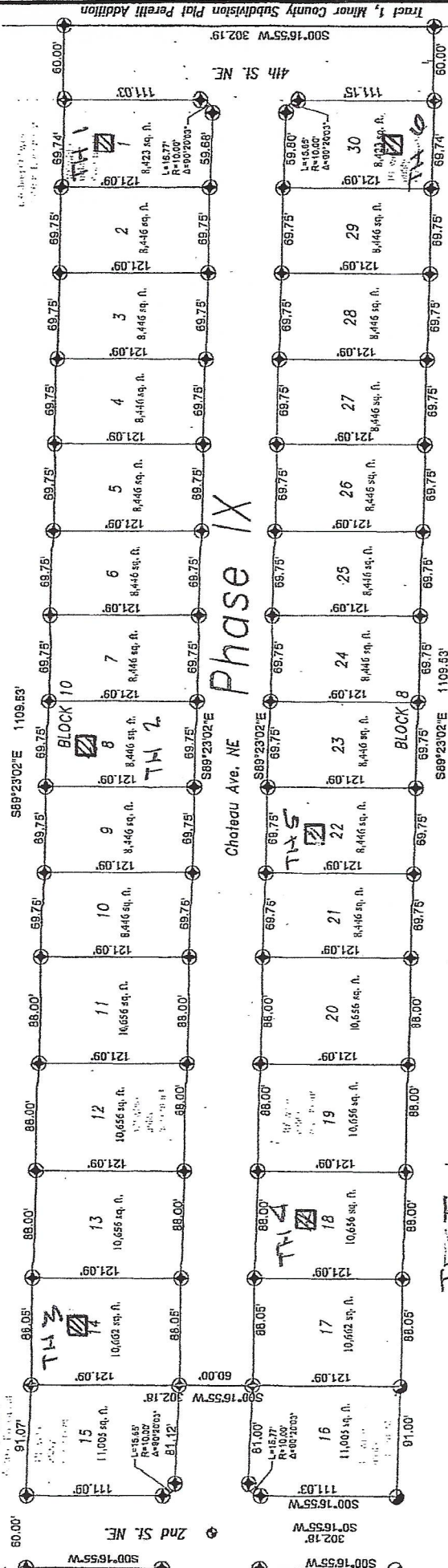


Gary L. Knudson, P.E.
Montana Professional Engineer No. 3192E
Certified Professional Hydrogeologist AIH 921 HG



Preliminary Plat of West Ridge Addition Phase IX of Peretti Addition Tract 2, a Minor County Subdivision

SE1/4, Section 26, Township 21 North, Range 3 East, P.M.M., Cascade County, Montana



TEST HOLE	LOT / BLOCK	BEDROCK	TOTAL DEPTH
1	LOT 10 B/LK 10	9'	9'
2	LOT 8 B/LK 10	4.5'	5'
3	LOT 14 B/LK 10	3'	3'
4	LOT 13 B/LK 10	4.5'	5'
5	LOT 22 B/LK 10	8'	8.5'
6	LOT 30 B/LK 10	4.5'	5'

ALL TEST HOLES LOCATED 50' FROM FRONT PROP. LINE - NEAR CENTER OF LOT

WR PH IX
TEST HOLE LOCATION

SOILS-SPREAD FOOTINGS

TABLE-A CLASSIFICATION OF SUPPORTING SOILS*

Class	Material	Maximum allowable presumptive bearing values in tons-per square foot
1	Hard sound rock	60
2	Medium hard rock	40
3	Hardpan overlying rock	12
4	Compact gravel and boulder-gravel formations; very compact sandy gravel	10
5	Soft rock	8
6	Loose gravel and sandy gravel; compact sand and gravelly sand; very compact sand-inorganic silt soils	6
7	Hard dry consolidated clay	5
8	Loose coarse to medium sand; medium compact fine sand	4
9	Compact sand-clay soils	3
10	Loose fine sand; medium compact sand-inorganic silt soils	2
11	Firm or stiff clay	1.5
12	Loose saturated sand-clay soils; medium soft clay	1

Explanation of Terms

Compaction Related to Spoon Blows; Sand

Descriptive Term	Blows/Foot	Remarks
Loose	15 or less	These figures approximate for medium sand.
Compact	16 to 50	2½-inch spoon, 300-pound hammer, 18-inch fall.
Very compact	50 or more	Coarser soil requires more blows, finer material, fewer blows.

Consistency Related to Spoon Blows; Mud, Clay, Etc.

Descriptive Term	Blows/Foot	Remarks
Very soft	push to 2	Molded with relatively slight finger pressure.
Soft	3 to 10	
Stiff	11 to 30	Molded with substantial finger pressure; might be removed by spading.
Hard	30 or more	Not molded by fingers, or with extreme difficulty; might require picking for removal.

Descriptive Term	Soil Sizes		Size Range
	Pass Sieve Number	Retained Sieve Number	
Clay	200	Hydrometer analysis	.006 mm.
Silt	200		.006 to .074 mm.
Fine sand	65	200	.074 to .208 mm.
Medium sand	28	65	.208 to .589 mm.
Coarse sand	8	28	.589 to 2.362 mm.
Gravel	—	8	2.362 mm.
Pebble	—	—	2.362 mm. to 2½"
Cobble	—	—	2½" to 6"
Boulder	—	—	6"

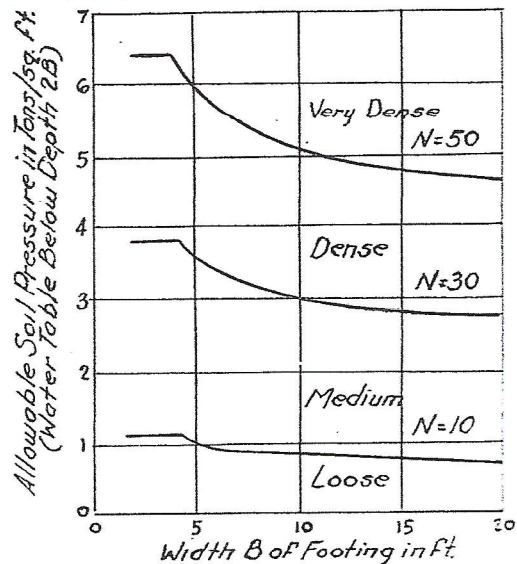
TABLE-B PROPOSED BEARING VALUES FOR CLAY

N = number of blows per foot in standard penetration test
 q_u = unconfined compressive strength in tons per sq. ft.
 q_d = ultimate bearing capacity of continuous footing in tons per sq. ft.
 q_{ds} = ultimate bearing capacity of square footing in tons per sq. ft.
 q_a = proposed normal allowable bearing value in tons per sq. ft.
 q_a' = proposed maximum tolerable bearing value in tons per sq. ft.
 G_s = Factor of safety with respect to base failure.
 1 Standard Penetration Test - 140 lb weight, 30" drop

Description of Clay	N	q_u	q_d	q_{ds}	q_a		q_a'	
					Square 1.2 q_u	Cont. 0.9 q_u	Square 1.8 q_u	Cont. 1.3 q_u
Very Soft*	Less than 2	Less than 0.25	Less than 0.71	Less than 0.92	Less than 0.30	Less than 0.22	Less than 0.45	Less than 0.30
Soft*	2 to 4	0.25 to 0.50	0.71 to 1.42	0.92 to 1.85	0.30 to 0.60	0.22 to 0.45	0.45 to 0.90	0.30 to 0.60
Medium	4 to 8	0.50 to 1.00	1.42 to 2.85	1.85 to 3.70	0.60 to 1.20	0.45 to 0.90	0.90 to 1.80	0.60 to 1.30
Stiff	8 to 15	1.00 to 2.00	2.85 to 5.70	3.70 to 7.40	1.20 to 2.40	0.90 to 1.80	1.80 to 3.60	1.30 to 2.60
Very Stiff	15 to 30	2.00 to 4.00	5.70 to 11.40	7.40 to 14.80	2.40 to 4.80	1.80 to 3.60	3.60 to 7.20	2.60 to 5.20
Hard	Over 30	Over 4.00	Over 11.40	Over 14.80	Over 4.80	Over 3.60	Over 7.20	Over 5.20

* If clay is normally loaded settlement can be important even under smallest allowable soil pressure.

FIG. A SAND BEARING CURVES**



* Adapted from NYC Building Code, 1951

** From "Soil Mechanics in Engineering Practice" Terzaghi & Peck, John Wiley, 1948

PRELIMINARY PLAT SUBMITTAL
WEST RIDGE - PHASE 10
July 29, 2022

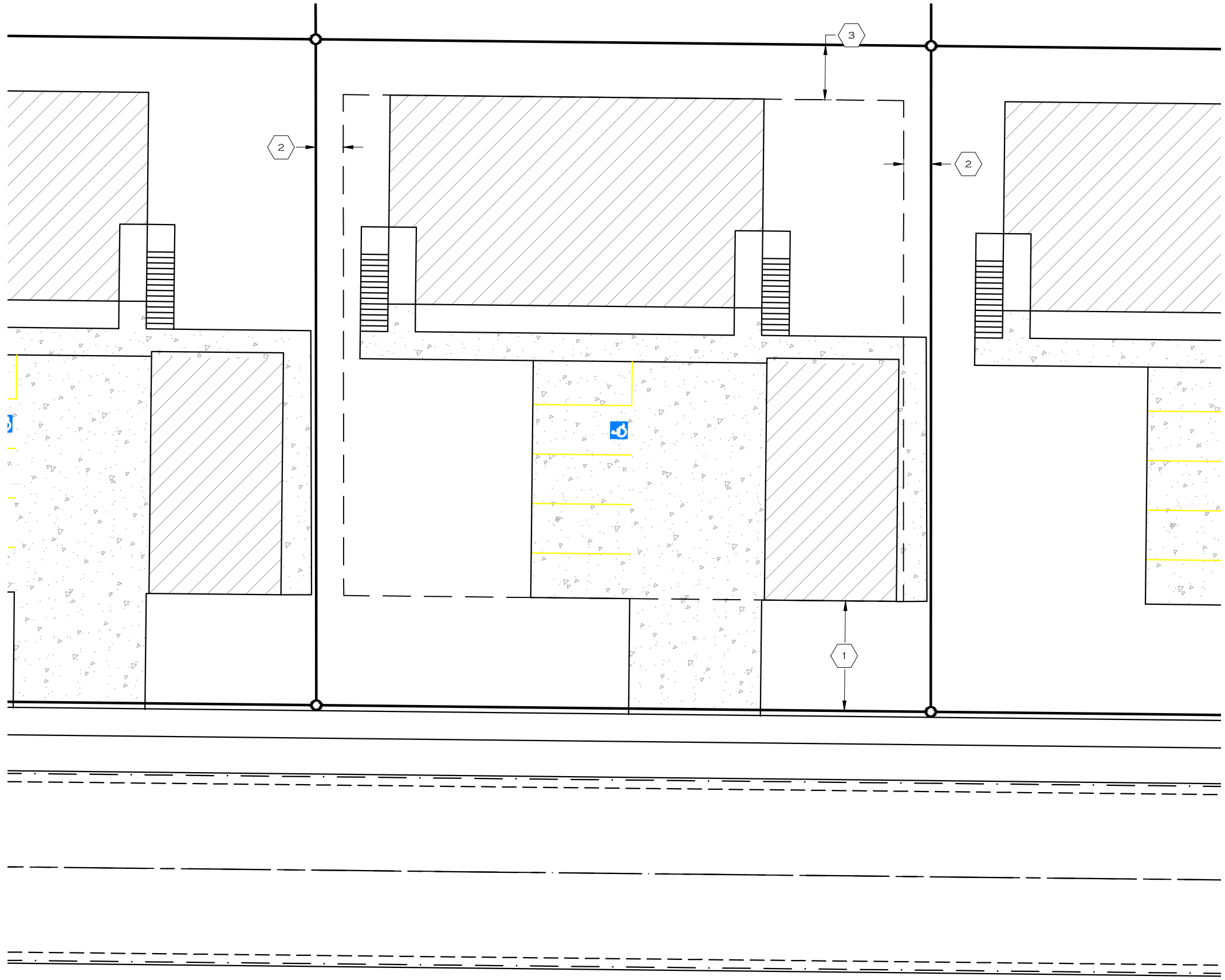


APPENDIX E

PUD Lot Types

EXHIBIT 'A'

4-PLEX LOT LAYOUT - TYPE 1



- KEY NOTES:**
- 1 20' FRONT YARD SETBACK
 - 2 5' SIDE YARD SETBACK
 - 3 10' REAR YARD SETBACK

JOB#:	0F2190
DRAWN:	RLO
QA:	SMW
DATE:	4/27/2022

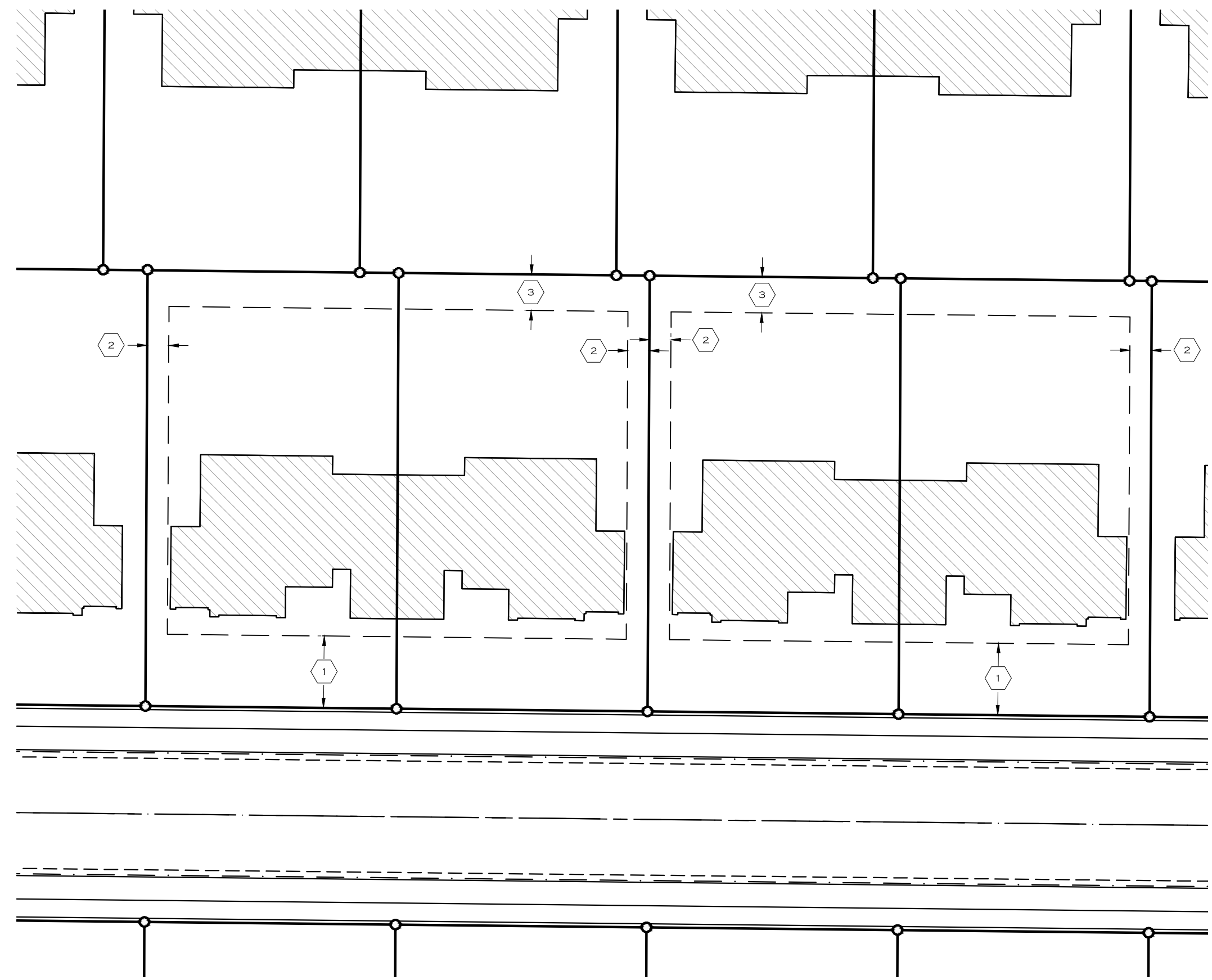
WOTH ENGINEERING, INC.
ENGINEERS & SURVEYORS
 480 3RD STREET NW SUITE 206 - GREAT FALLS, MT 59404 • 406.761.6195
 300 O'LEARY STREET - GREAT FALLS, MT 59405 • 406.761.6195
 WWW.WOTHENG.COM

WEST RIDGE PHASE 10 AND 11 - 4 PLEX LOT
 LAYOUT TYPE 1

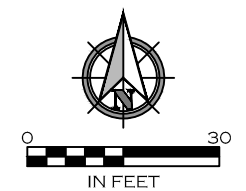
EX-A
 1 OF 5

EXHIBIT 'A'

TOWNHOUSE LOT LAYOUT - TYPE 1



- KEY NOTES:**
- 1 20' FRONT YARD SETBACK
 - 2 6' SIDE YARD SETBACK
 - 3 10' REAR YARD SETBACK



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ENGINEERS & SURVEYORS
 480 3RD STREET NW SUITE 206 - GREAT FALLS, MT 59404 • 406.761.6185
 300 O'LEARY STREET - GREAT FALLS, MT 59405 • 406.761.6185
 WWW.WOTHENG.COM

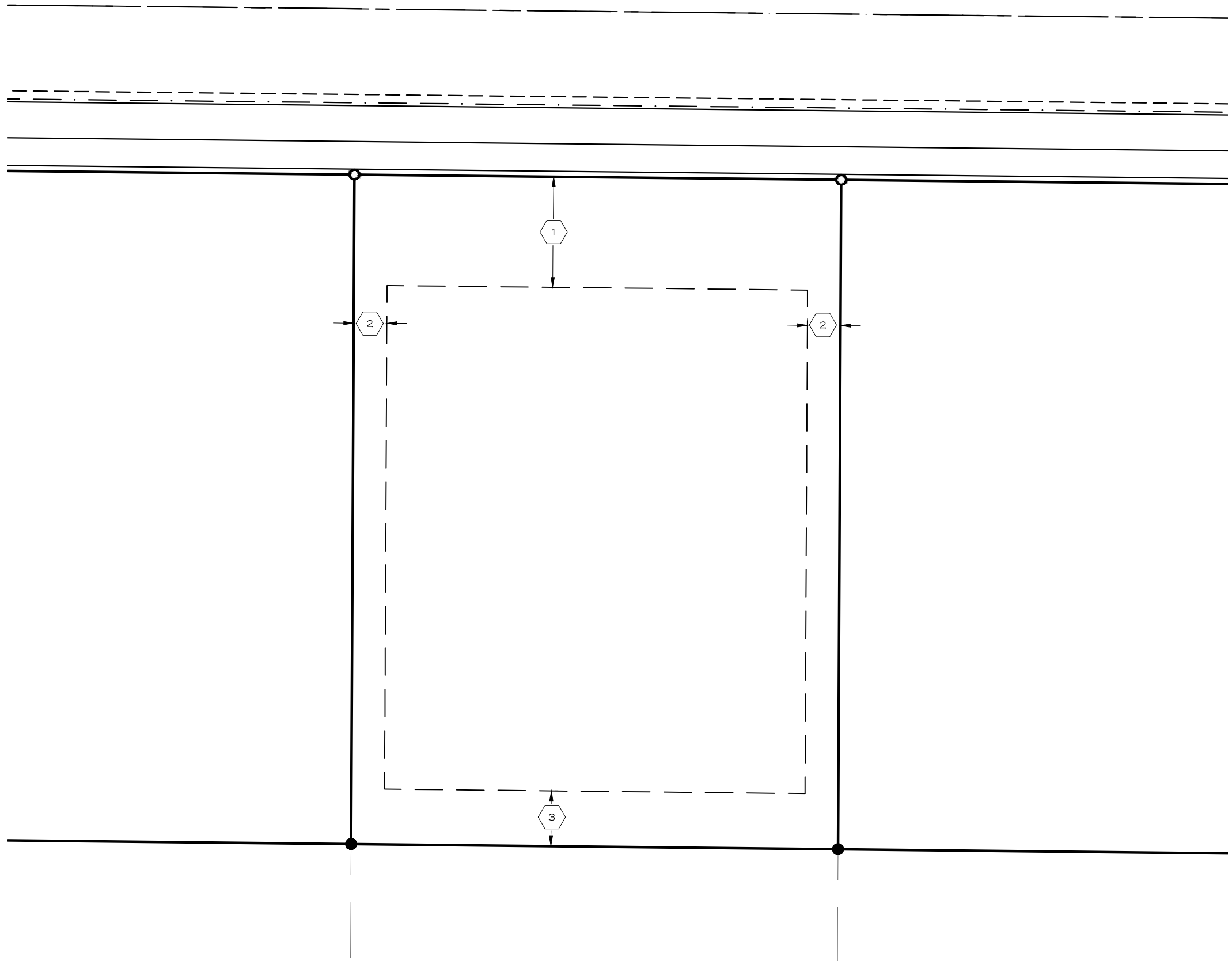
WEST RIDGE PHASE 10 AND 11 - TOWNHOUSE
 LOT LAYOUT TYPE 1

EX-A
 5
 OF 5

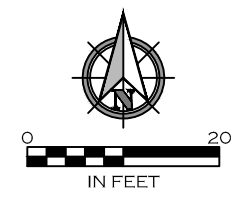
JOB#:	0F-2130
DRAWN:	RLD
QA:	SMW
DATE:	4/27/2022

EXHIBIT 'A'

SINGLE FAMILY LOT LAYOUT



- KEY NOTES:**
- 1 20' FRONT YARD SETBACK
 - 2 6' SIDE YARD SETBACK
 - 3 10' REAR YARD SETBACK



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ENGINEERS & SURVEYORS
 485 3RD STREET NW SUITE 206 - GREAT FALLS, MT 59404 • 406.761.6185
 300 O'LEARY STREET - • 406.626.6665
 WWW.WOTHENG.COM

WEST RIDGE PHASE 10 AND 11 - SINGLE FAMILY
 LOT LAYOUT

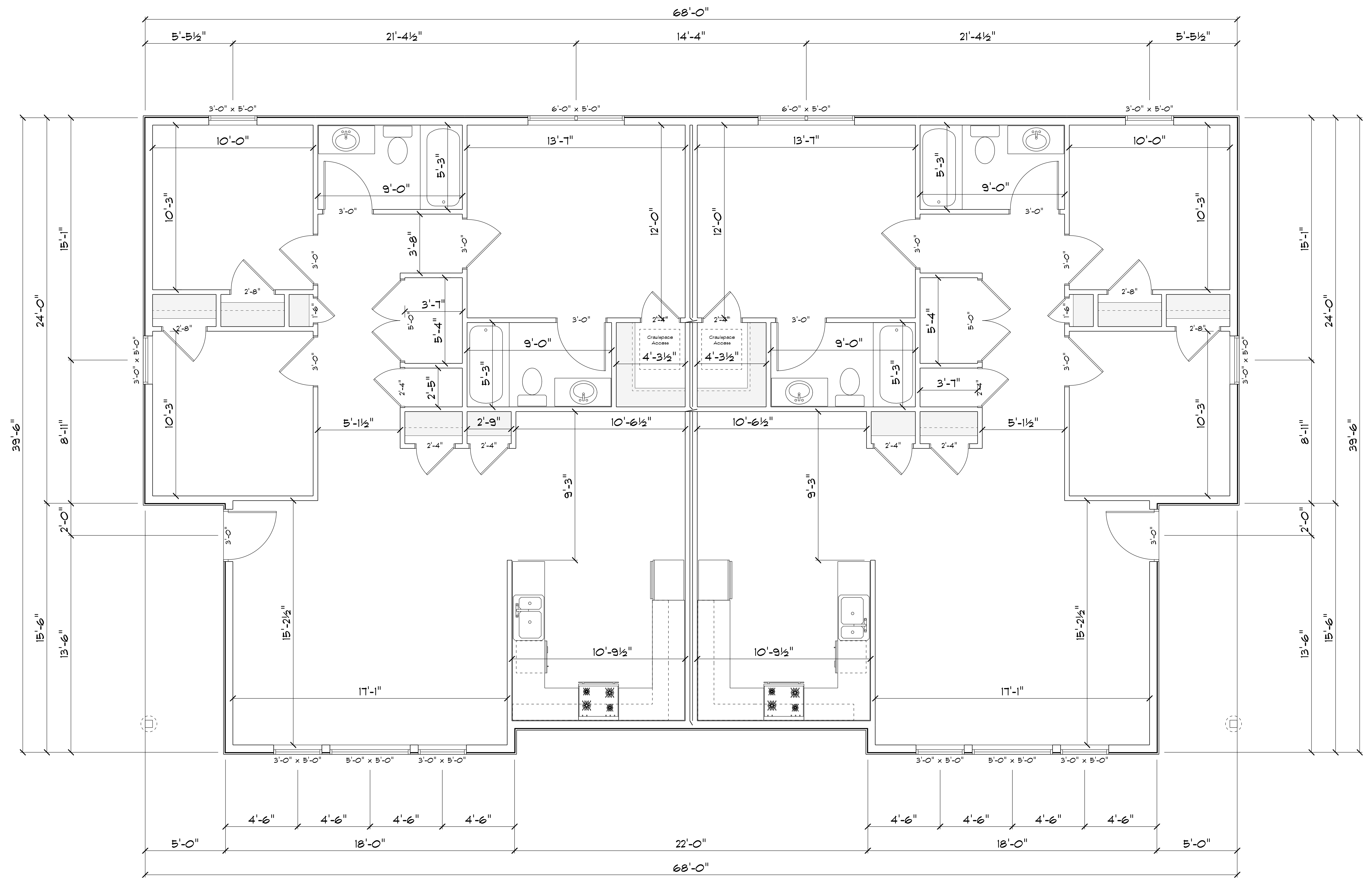
EX-A
 5
 OF 5

PRELIMINARY PLAT SUBMITTAL
WEST RIDGE - PHASE 10
July 29, 2022



APPENDIX F

4 - Plex Plans and Details



MAIN FLOOR
SCALE: 3/8" = 1'-0"

Sunrise Meadows Apartments
4801 Central Avenue
Great Falls
MT
59405
PHONE: (406) 866-9498
FAX:
signaturehomesmt@gmail.com

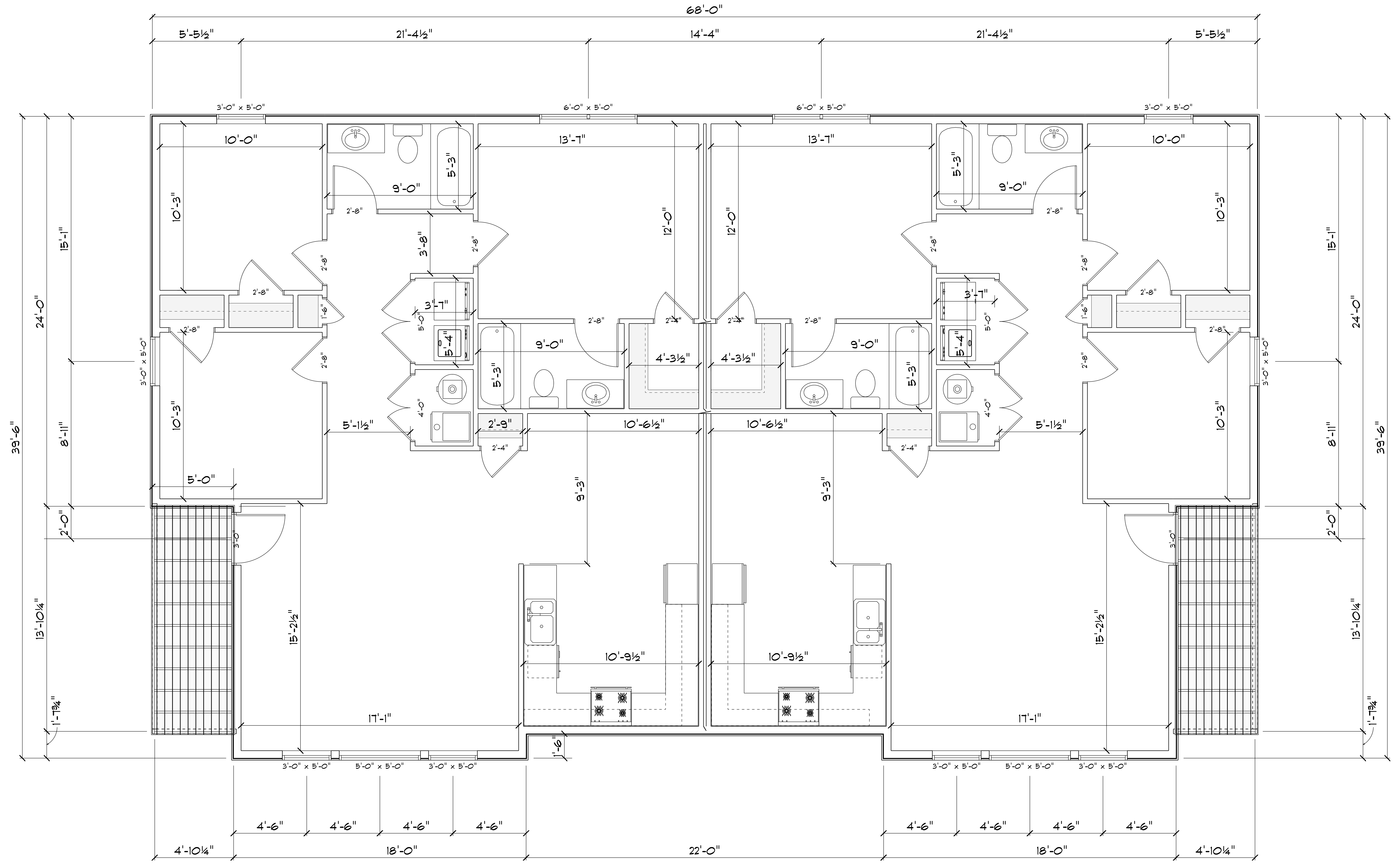
SOFTPLAN
ARCHITECTURAL DESIGN SOFTWARE

PHONE:
FAX:

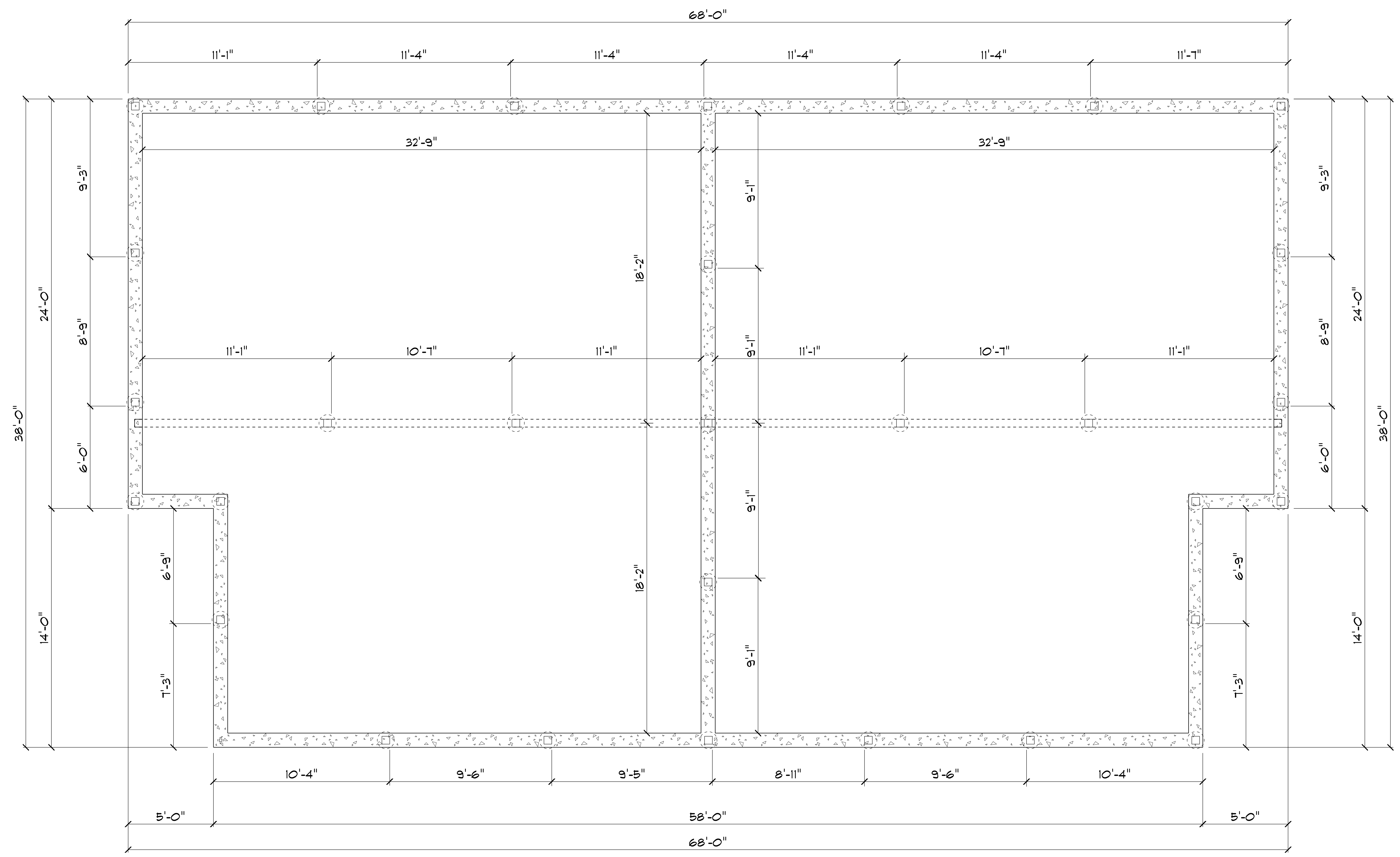
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DRAWN BY:
DATE: Wednesday, January 31, 2018

SECTION LETTER: A
PAGE NUMBERS: 11

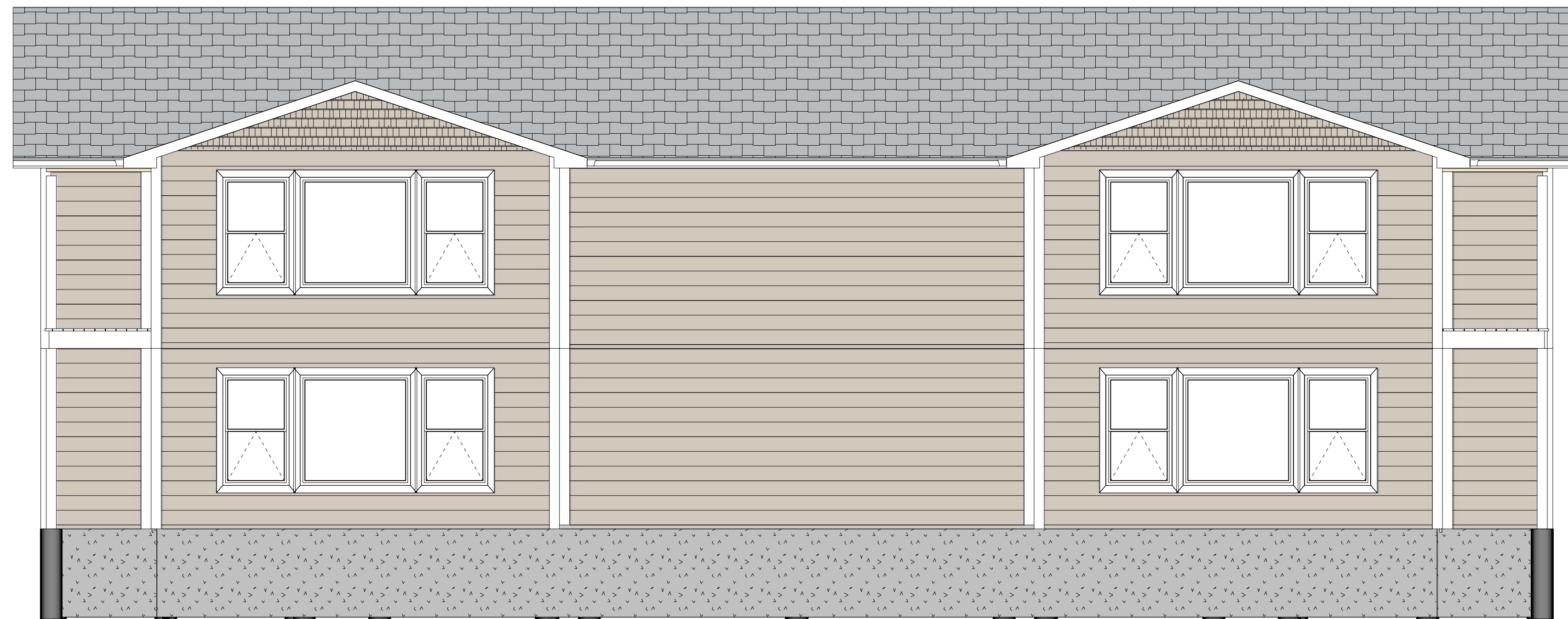
APPROVED:
CHECKED BY:



SECOND FLOOR
SCALE: 3/8" = 1'-0"

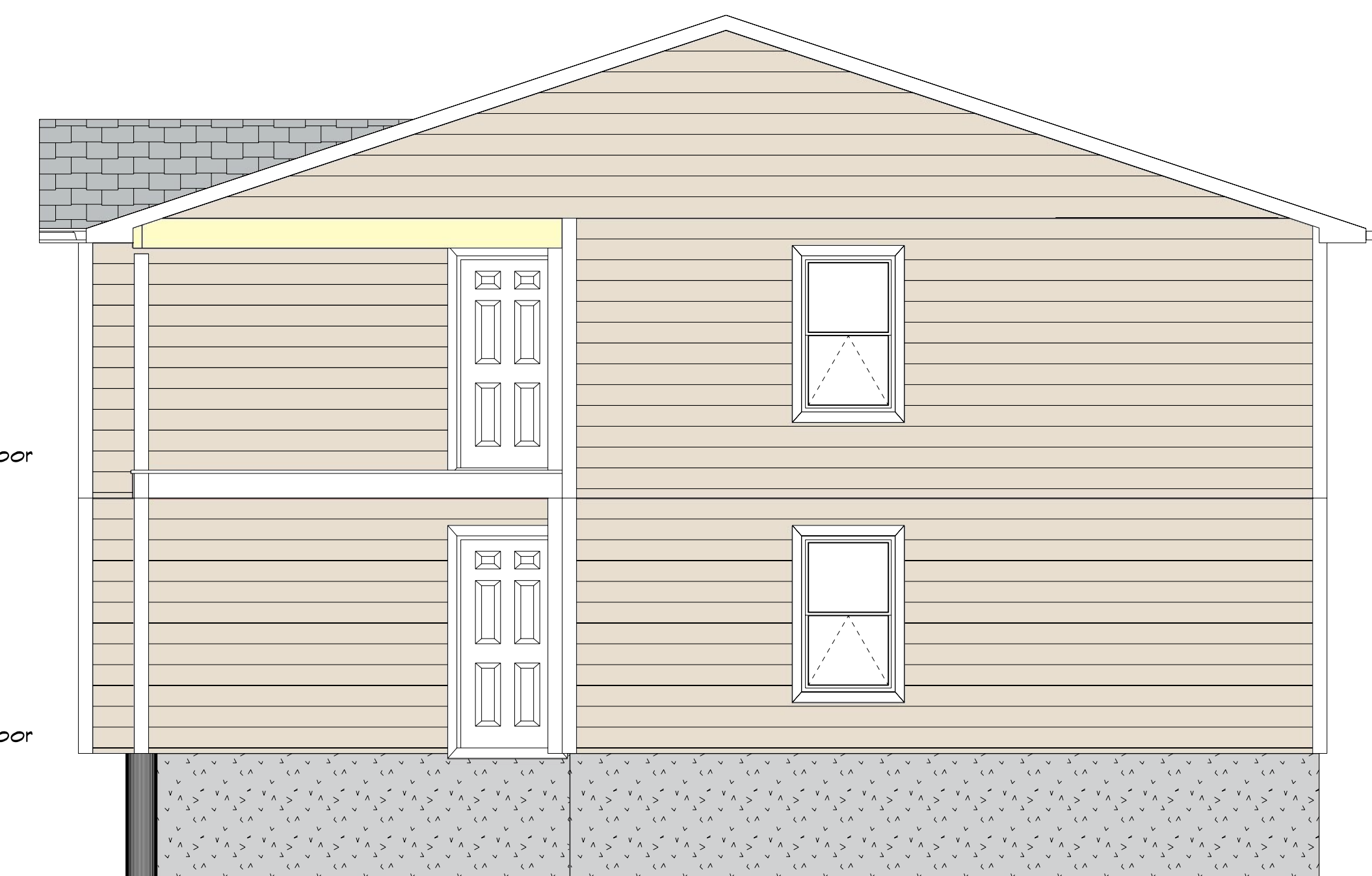


CRAWLSPACE
SCALE: 3/8" = 1'-0"



FRONT ELEVATION
SCALE: 1/4" = 1'-0"

Top of Plate
Top of Subfloor
Top of Plate
Top of Plate
Top of Subfloor



RIGHT ELEVATION
SCALE: 1/4" = 1'-0"

Top of Plate
Top of Subfloor
Top of Plate
Top of Plate
Top of Subfloor



REAR ELEVATION
SCALE: 1/4" = 1'-0"

Top of Plate
Top of Subfloor
Top of Plate
Top of Plate
Top of Subfloor



LEFT ELEVATION
SCALE: 1/4" = 1'-0"

Top of Plate
Top of Subfloor
Top of Plate
Top of Plate
Top of Subfloor

APPROVED: _____
CHECKED BY: _____
SECTION LETTER: A
PAGE NUMBERS: 1/1

SCALE: 1/4" = 1'-0"
DRAWN BY: _____
DATE: Wednesday, January 31, 2018

PHONE: _____
FAX: _____

SOFTPLAN
ARCHITECTURAL DESIGN SOFTWARE

Sunrise Meadows Apartments
4801 Central Avenue
Great Falls
MT
59405
PHONE: (406) 866-9498
FAX: _____
signaturehomesmt@gmail.com







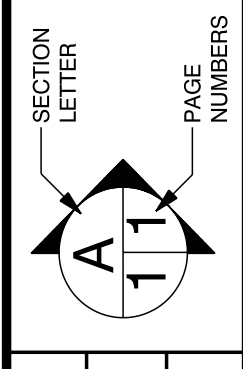
PRELIMINARY PLAT SUBMITTAL
WEST RIDGE - PHASE 10
July 29, 2022



APPENDIX G

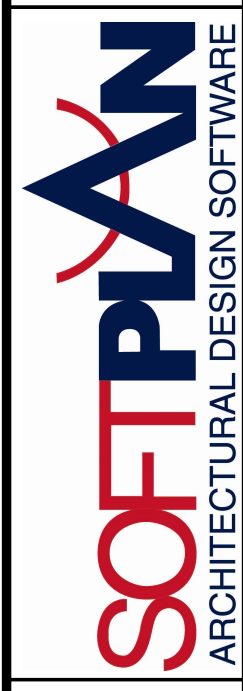
Townhouse Plans and Details

APPROVED: _____
CHECKED BY: _____

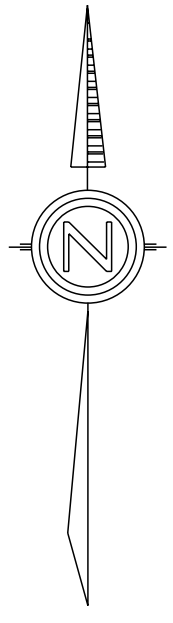


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DATE: Saturday, June 10, 2017

PHONE: _____
FAX: _____

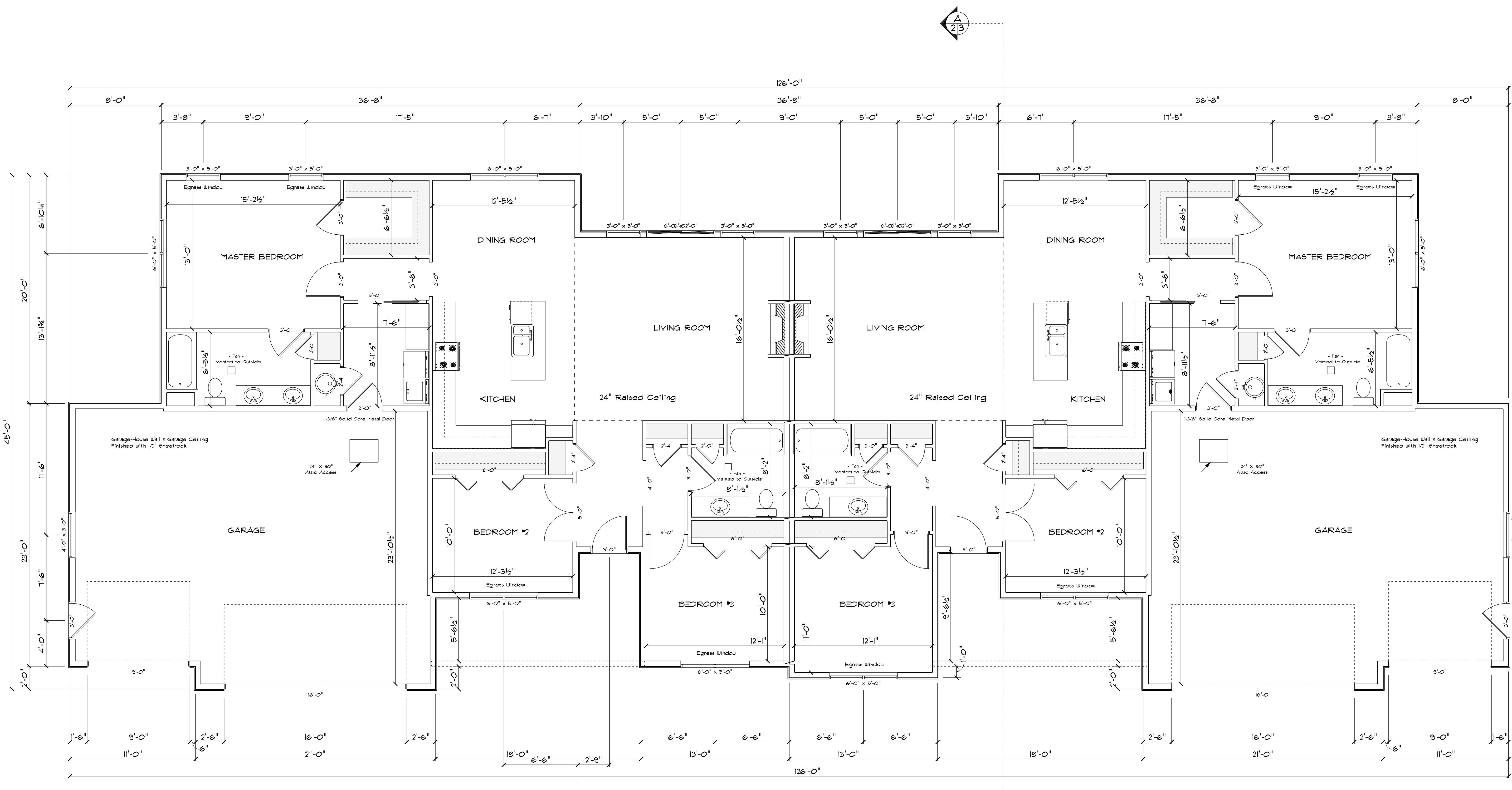


West Ridge Townhomes
125 & 129 41st Ave NE
Great Falls
MT
59404
PHONE: (406) 866-9488
FAX: _____
signaturehomesmt@gmail.com

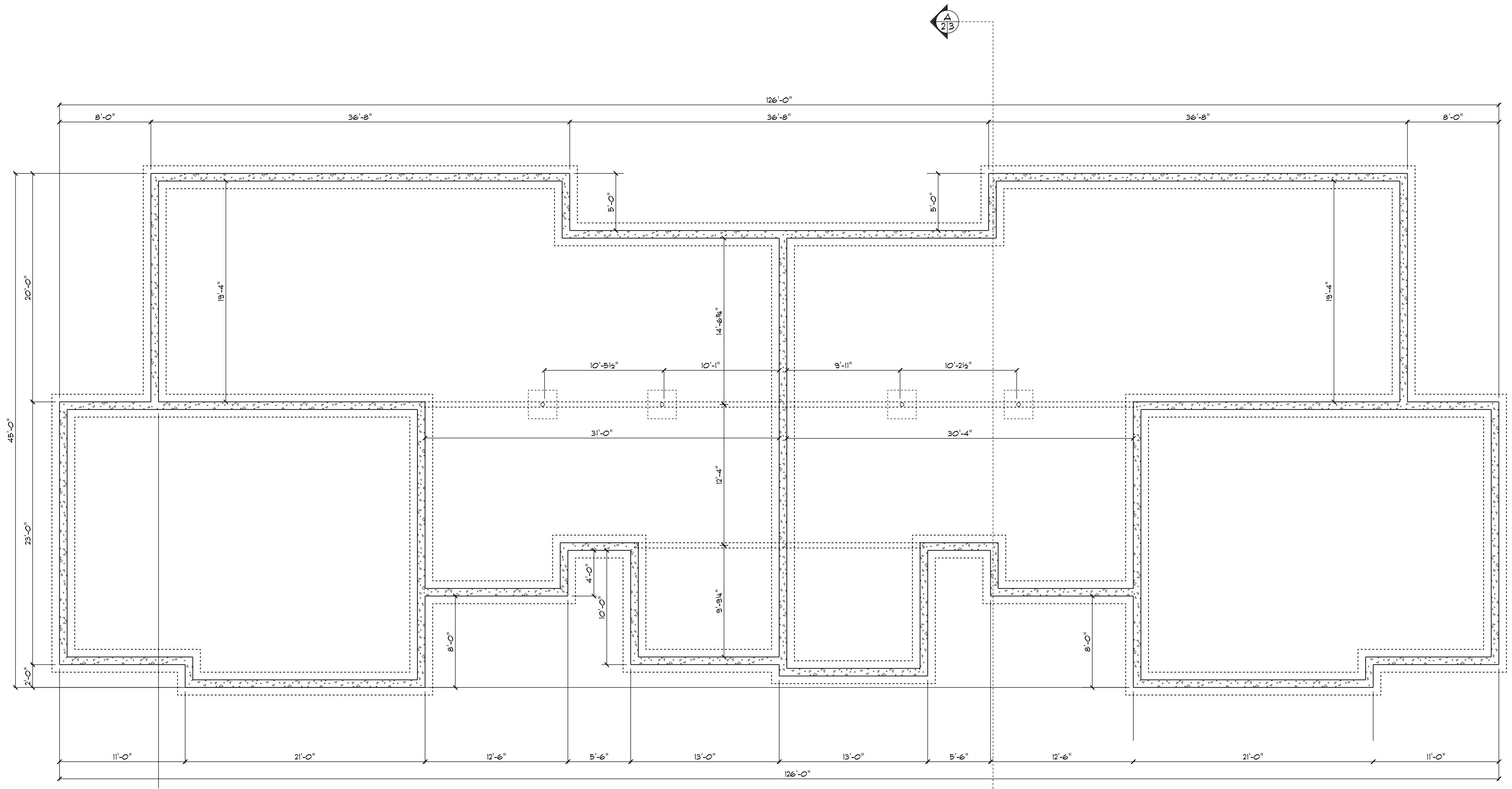


41st Avenue Northeast

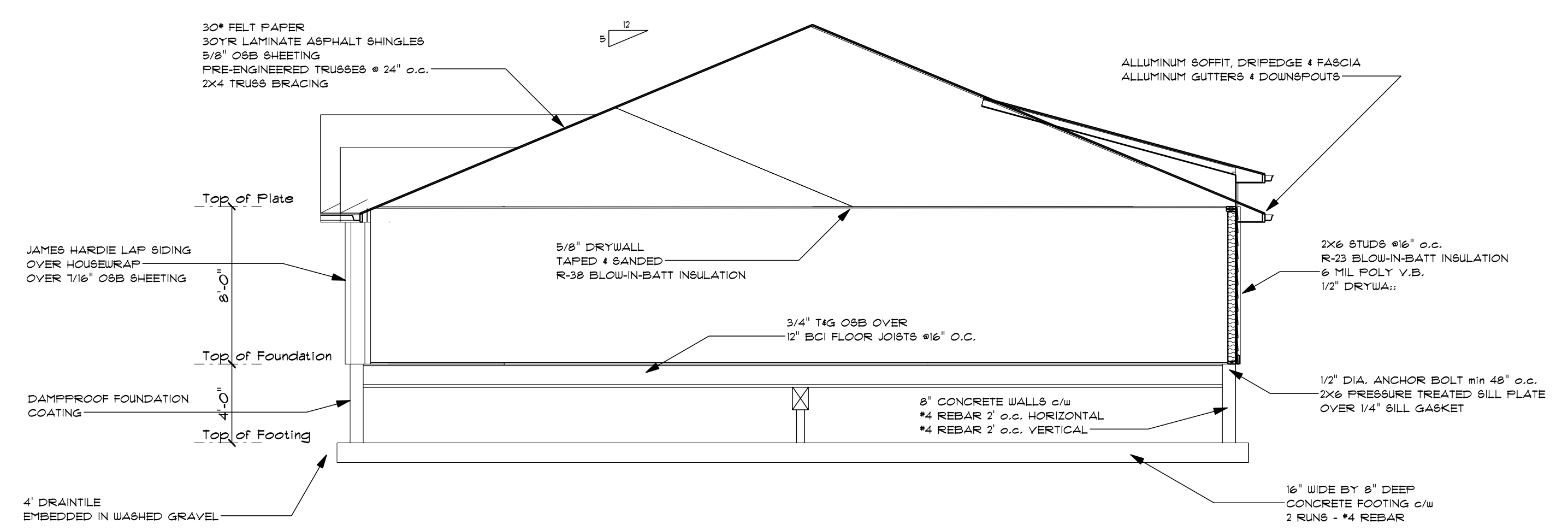
SITEPLAN
SCALE: 1/8" = 1'-0"



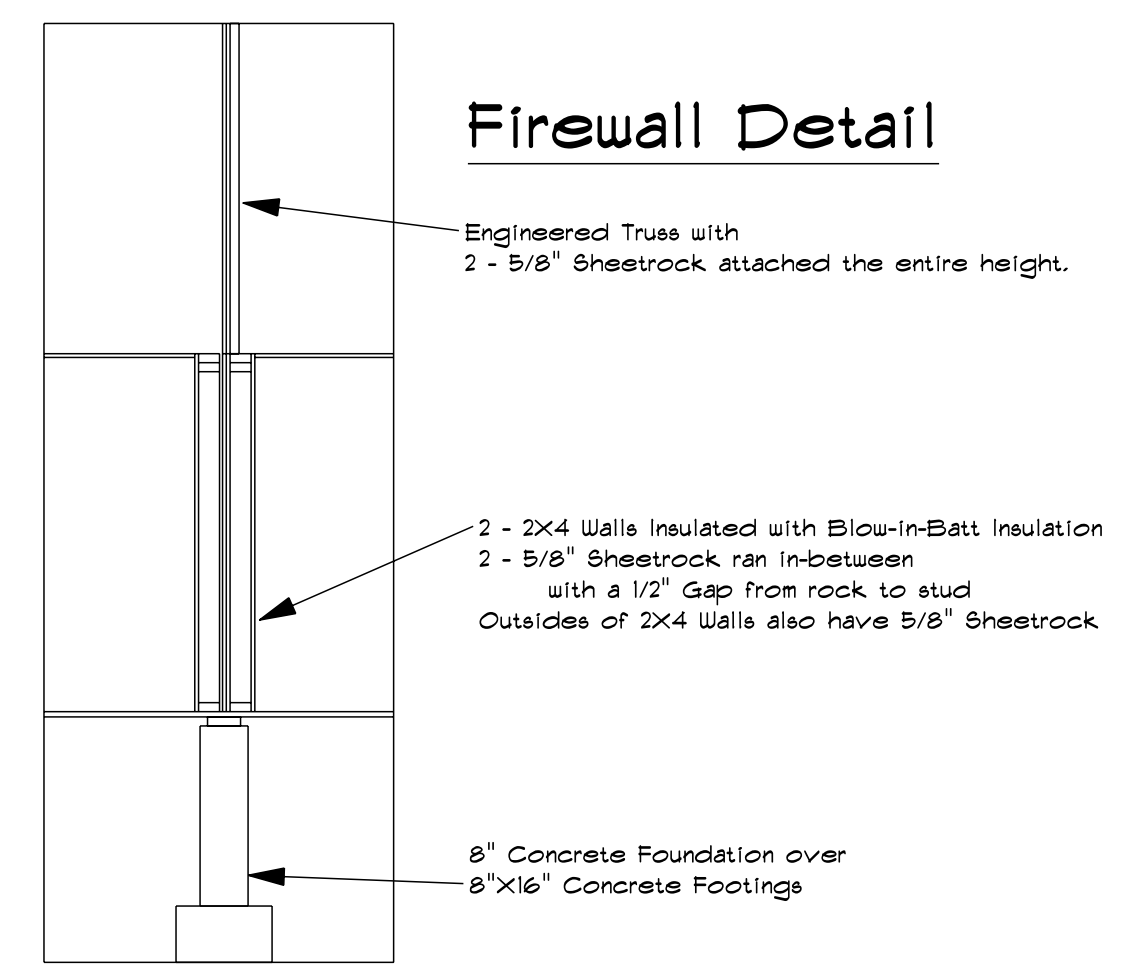
MAIN FLOOR
SCALE: 1/4" = 1'-0"



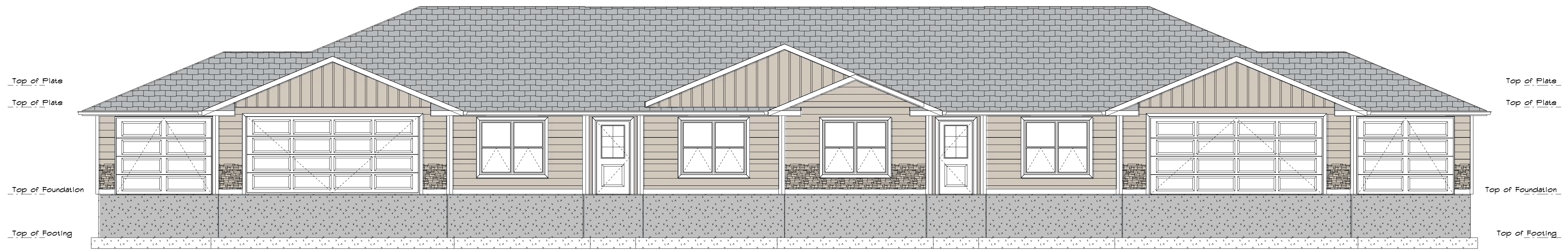
FOUNDATION
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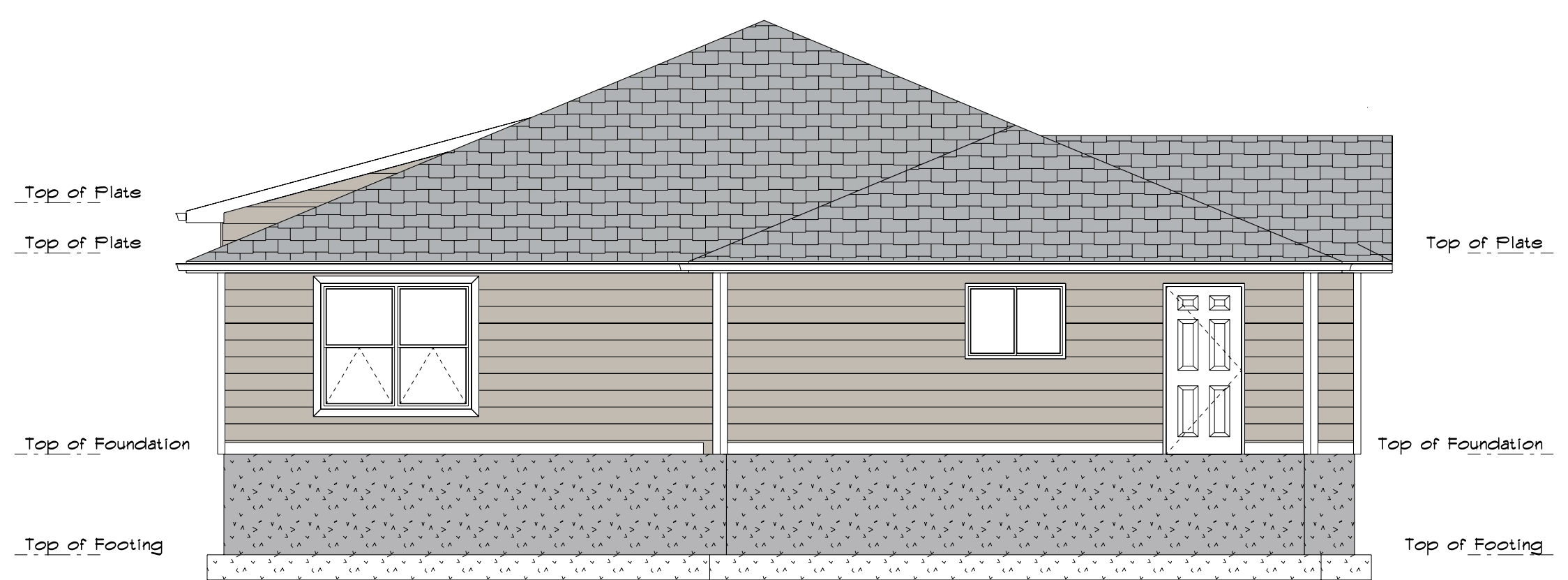
TYPICAL WALL SECTION
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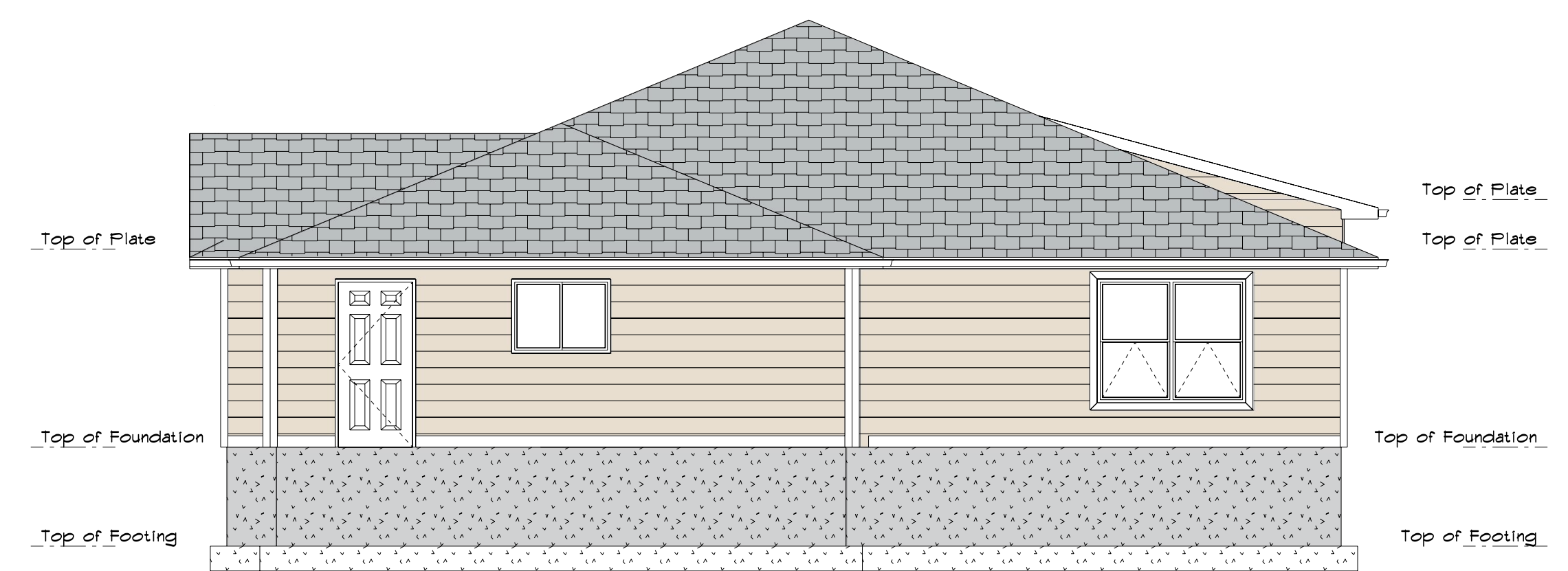
Fire Wall Detail
SCALE: 3/8" = 1'-0"



FRONT ELEVATION
SCALE: 3/16" = 1'-0"



LEFT ELEVATIONS
SCALE: 3/16" = 1'-0"



RIGHT ELEVATION
SCALE: 3/16" = 1'-0"



REAR ELEVATION
SCALE: 3/16" = 1'-0"

APPROVED:

CHECKED BY:

SECTION LETTER: A

PAGE NUMBERS: 11

SCALE: 3/16" = 1'-0"

DRAWN BY:

DATE: Saturday, June 10, 2017

PHONE:

FAX:



West Ridge Townhomes

PHONE: (406) 866-9488
FAX:
signaturehomesmt@gmail.com
MT
59404



Commission Meeting Date: September 6, 2022
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Great Falls Development Authority Proposals for CARES funding

From: City Manager's Office

Initiated By: Tom Hazen, Grants and Program Administrator

Presented By: Tom Hazen, Grants and Program Administrator

Action Requested: Approval of CARES funds to capitalize gap financing in the City of Great Falls

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (approve/deny) an allocation of \$1,400,000.00 dollars in CARES funds to the Great Falls Development Authority to provide gap financing to businesses located in Great Falls."

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

Staff Recommendation: Staff recommends the approval of Great Falls Development Authority's request for \$1,400,000.00 dollars in CARES funds to provide gap financing to businesses that are located within the Great Falls city limits.

Background: The City of Great Falls received approximately \$29.6 million in COVID-19 response funds. First, the City received \$10,159,163.00 through the Coronavirus Aid, Relief, and Economic Security (CARES) Act as reimbursement or eligible public safety expenses that were attributable to the COVID-19 pandemic. CARES dollars were received as reimbursement, all usage requirements have been met and utilization is completely discretionary. Then the City was allocated \$19,472,737.00 when the American Rescue Plan Act (ARPA) was signed into law. ARPA expenses must fall within at least one of several categories identified by the United States Treasury. Further, ARPA must be allocated by December of 2024 and expended by December of 2026.

The City Commission elected to distribute \$3 million of the City's ARPA allocation to local entities through a competitive grant process. Local businesses and non-profits were encouraged to submit applications describing projects that complied with specified ARPA eligible activities. The City accepted applications from February 22nd through July 15th of 2022.

On June 13, 2022, the Great Falls Development Authority (GFDA) submitted two requests for funding to the City of Great Falls. First, GFDA submitted a \$1.4 million proposal to finance the Milwaukee Station

construction project. GFDA has since secured sufficient capital to fully fund this development. In replacement, GFDA proposes that the funds be added to its revolving loan fund. This fund is loaned to local businesses in the form of gap or bridge loans. GFDA has stated that it has received \$12-\$15 million in requests from developers and businesses. However, they also relayed that these programs are in planning and may not all materialize.

GFDA also submitted a \$2-4 million proposal to fund infrastructure development relating to new housing projects. City dollars would serve as capital to create a new low interest revolving loan fund. Loan repayment would be contingent upon the sale of the property after installation of utility infrastructure. Proceeds would be reissued in the form of new loans once repaid.

Neither proposal, as written, is ARPA compliant. GFDA, based upon conversations with City employees, was aware of this and submitted these as potential uses of CARES dollars.

GFDA has established success in implementing gap/bridge loans in the Great Falls history. Its employees have voiced the need for additional capital to expand loan activities since the City began receiving COVID response funds. The City has no internal capacity to achieve the same results as GFDA in this regard.

Contrarily, the expansion of infrastructure has been subject to ongoing evaluation by City personnel. The City Planning and Community Development (PCD) Department submitted several proposals for housing development and infrastructure expansion to the City Commission for consideration on July 5th using ARPA and CARES Funds. PCD proposed the creation of a fund to subsidize permit costs on a project by project basis, the expansion of multiple water treatment facilities on the North Side, and expanding infrastructure to the imminent Neighborworks Great Falls development on the South Side. It should be noted that these projects emphasize areas of identified need, benefit low and moderate income (LMI) developments, and are compliant with ARPA requirements.

The inherent flexibility of CARES is an undeniable asset to City operations. As state above, the City initially received \$10,159,163.00 of CARES dollars. In Fiscal Year 2022, the City deployed \$1,141,151.00 of CARES to replenish numerous fund shortages attributable to COVID-19. Similarly, the City has allocated \$1,677,000.00 to account for deficits in the Fiscal Year 2022 Adopted Budget. While the emergency of the global pandemic has begun to wane in recent months, new factors have developed that continue to negatively impact economies on a municipal, national, and global scale. Workforce shortages, inflation, shipping interruptions, and a potential recession have prevented countrywide operations from returning to pre-COVID norms. Locally, developments such as the Calumet assessment protest makes prediction of short-term financial prospects extremely difficult. Overall, evaluating the future need for CARES funded budgetary subsidies is challenging at this time.

Conclusion – Based upon the factors above, it is currently in the City’s best interest to allocate \$1,400,000.00 in CARES funds to GFDA to fund further successful gap/bridge loan activity within the Great Falls city limits.

Fiscal Impact: The City will retain a CARES balance of \$5,941,012.00 upon issuing these funds.

Concurrences: The City Manager, Finance, and Planning and Community Development Departments cooperated in and concur on this recommendation.

Attachments/Exhibits:

ARPA and CARES Use as of September 6th

PCD June 23rd Memo to City Commission
Great Falls Development Authority Loan Capital Proposal to City of Great Falls
Great Falls Development Authority Housing Production Infrastructure Loan Capital Proposal to City of
Great Falls.



American Rescue Plan¹

As of September 6th, 2022

Original ARPA Balance	\$19,472,737	
Prior Approval	Project Cost	Project Source
Airport Low Cost Airfare Initiative Grant Support	\$150,000	Commission Initiative
FY2023 Budget	Project Cost	Project Source
Community Grants	\$3,000,000	Community Applications
IT Network Security	\$140,270	Tier 1 Project
Civic Center AV Upgrades	\$171,331	Tier 1 Project
Fire Station Doors	\$425,000	Tier 1 Project
Fire Truck Refurbishment	\$1,299,337	Tier 1 Project
HR Office Remodel	\$500,000	Tier 1 Project
Library Internet Expansion	\$15,000.00	Tier 1 Project
Parking Garage Security Improvements	\$52,786	Tier 1 Project
Miscellaneous Fire Department Equipment	\$88,410	FY2023 Above & Beyond Request
Park & Rec Admin Building ADA Restroom	\$75,000	FY2023 Above & Beyond Request
Total ARPA Usage in FY2023 Budget	\$5,767,134	
Running Balance	\$13,555,603	
Other Identified Uses	Project Cost	Project Source
HR Office Remodel Bid Overage	\$125,600	Tier 1 Project
Commission Chamber Install/Improvements	\$40,000	Tier 1 Project
Animal Shelter Cattery	\$35,600	Tier 1 Project
Court/PCD Additional Space	\$1,700,000	Tier 1 Project
Court/PCD Installation/Remodel	\$600,000	Tier 1 Project
Fire Station Infrastructure	\$1,820,000	Tier 1 Project
Fire Training Center Tower	\$157,441	Tier 1 Project
PD Evidence Building	\$1,500,000	Tier 1 Project
PD Front Entry Area	\$50,000	Tier 1 Project
Civic Center Boiler/HVAC	\$623,000	Tier 1 Project
Civic Center Transformer	\$125,000	Tier 1 Project
Civic Center Elevator	\$175,000	Tier 1 Project
<i>25% Contingency for Inflation of Tier 1 Projects</i>	<i>\$2,955,013</i>	<i>Contingency for Inflation</i>
Proposed Belleview Palisades Storm Water Improvement	\$1,200,000	Economic Development Proposal
Proposed North End Storm Water Treatment Expansion	\$1,200,000	Economic Development Proposal
Proposed Infrastructure Expansion to NWGF Development	\$2,000,000	Economic Development Proposal
Total Other Identified Uses	\$14,306,654	
ARPA Balance	-\$751,051	

¹ All projects must be committed by December 31, 2024 and completed by December 31, 2026.

CARES Act²

As of September 6th, 2022

Original CARES Balance	\$10,159,163
Prior Approval	Project Cost
Replenish Funds Impacted by COVID	\$1,141,151
FY2023 Budget	Project Cost
Balance General Fund Budget	\$1,205,000
Replenish Planning Fund	\$297,500
Replenish Recreation Fund	\$140,000
Replenish Multi-Sports Fund	\$34,500
Total CARES Act Usage in FY2023 Budget	\$1,677,000
Running Balance	\$7,341,012
Other Identified Uses	Project Cost
GFDA Proposal – Milwaukee Station Gap Finance	\$1,400,000
GFDA Proposal – Infrastructure Revolving Loan Fund (\$2 – 4 million requested)	\$4,000,000
Proposed PCD Construction Fund Support for Development	\$500,000
Public Safety Radio Debt (frees up \$231,570 annually)	\$1,449,837
Fire Truck Debt (frees up \$77,000 annually)	\$223,727
Total Other Identified Uses	\$7,373,564
CARES Balance	- \$32,552

House Bill 632³

Award	Award Amount
Minimum Allocation Grant (50% Match Required)	\$8,505,069
Lift Station 1 Competitive Grant Award	\$2,000,000
Central Ave. and 3 rd St Drainage Competitive Grant Award	\$1,864,600
Total HB632 Awards	\$12,369,669

² Funds are unrestricted and have no timeframe to be expended.

³ All applications are due to the State by September 1, 2022.



P.O. Box 5021, 59403-5021

Memo

Date: June 24, 2022

To: Mayor Kelly & City Commission

From: Craig Raymond, Director of Planning & Community Development

Paul Skubinna, Director of Public Works

Tom Hazen, Grant and Program Administrator

Re: ARPA/Cares Funding proposals

During the May 17th, 2022 City Commission, Mayor Kelly requested a proposal that would incentivize working with the City and decrease the cost of home building in the Great Falls area. The Mayor suggested utilizing the ARPA and Cares funds to this end. The following proposals have been identified to achieve these goals. Further, these proposals have been designed to comply with Federal rules regarding permissible uses of ARPA and CARES funds.

First, Staff proposes reserving a portion of the CARES fund to reimburse costs stemming from construction review and permit processes. Second, ARPA funds would be used to expand the storm water system serving the north end subdivisions. Finally, funding should be reserved to provide infrastructural access to the South End to ease the development of affordable housing.

Applicability of ARPA and CARES funding

Staff from the Planning and Community Development and Finance Departments cooperatively reviewed the published regulations relating to the use of ARPA and CARES for infrastructural expansion. CARES allows substantial discretion in application. ARPA funds may be used for Infrastructure expansion to address a reasonable expectation of population growth but still require compliance with the guidelines contained the Treasury's Final Rule.

ARPA may be used to fund "necessary" projects that address a reasonable projection of population growth. The project must be necessary when initiated. Treasury allows for recipients experiencing growth within ARPA's performance period to expand treatment facilities to respond to that growth.

As applied to new housing, however, this "necessity" requirement means that the housing development must be in progress. Treasury states that a recipient may not use the funds to install services to an undeveloped tract in the expectation that development is near at hand. According to Treasury, the infrastructure does not become "necessary" until something is erected that requires the connection.

Proposal 1: Reimbursement Fund (\$500,000)

\$250k to \$500k would be set aside to serve as a reimbursement/subsidy fund for housing or housing subdivision construction within the Great Falls city limits. The aim of this would be to communicate the intent of the City Planning and Community Development offices to



cooperate with developers and incentivize construction in our community. Additionally, this fund could be structured in such a way as to prioritize low-income and/or workforce housing. Developments aligning with HUD standards could receive a complete reimbursement of permit and subdivision application and review fees. Projects which do not qualify as low/mod income benefit would be eligible for a 50% reimbursement of those fees and costs.

Proposal 2: Belleview Palisades Storm Water Improvement Project (up to \$1.2 million)

The southwest side of Great Falls has long had storm water problems. Staff proposes to commit ARPA funds up to \$1.2 million to design and implement water quality measures to storm water that is being discharged into the Missouri River. Additionally, the project will provide additional capacity potential to undeveloped nearby areas just outside of current city limits.

Proposal 3: North End Storm Water Treatment Expansion (up to \$1.2 million)

The Westridge and Thaniel subdivisions have suffered setbacks due to infrastructure costs that the developer has deemed unaffordable. The primary infrastructure deficiency has been storm water treatment facilities. In 2015 the City entered into improvement agreements during the annexation and subdivision review of the Westridge and Thaniel developers. At that time, the City had committed to contributing a pro-rata share of costs associated with a regional storm water system that served Westridge, Thaniel and other contributing areas within the drainage basin. Since that time, developers of Westridge and Thaniel have either stopped development activity or have renegotiated agreements with the City favoring site specific storm water facilities as opposed to the regional system. While this approach is a permissible option, regional or off-site storm water facilities are preferred. Additionally, existing on-site storm water ponds have been constructed as temporary storm facilities and do not fully comply with current federal, state and city regulations due to their temporary nature. City staff proposes to work with north end developers to resolve the temporary non-compliant nature of the existing system and develop regional infrastructure to facilitate the current growth demand.

Proposal 3: South End Infrastructure Expansion to New Neighborworks Development (up to \$2.0 million)

As stated above, ARPA will allow recipients to use funds for new housing to address a reasonable expectation of growth. But that expense must necessary at the time of project commencement. The City cannot install new pipes just to encourage new construction. The City must wait until in-progress construction demands access to the municipal infrastructural system. This apparent limitation may work in the City's favor.

Neighborworks has been planning the development of an affordable housing development on the South Side of Great Falls for some time. They have also indicated that it is



likely that they will partner with other organizations including for-profit builders increasing housing options and inventory. This project is in the final stages of planning and construction is likely to begin within the ARPA performance period. The area identified, however, lies just beyond the southern border of the Great Falls infrastructural network. There are no water or sewer mains currently in place that would connect the new development to existing city water and sewer infrastructure.

Staff proposes the City negotiate an incentivized agreement with Neighborworks. Essentially, if Neighborworks commences construction within a designated time period the City will commit to the extension of the necessary water and/or sewer infrastructure to connect the new housing to the grid.

There are two primary benefits to this proposal. First, this proposal incentivizes the development of affordable and workforce housing. Growth of this nature would address a priority of the Commission and a well-documented need in our community. Second, this proposal would also establish a deadline for the commencement of the development. As opposed to installations made to allow for uninitiated and speculative development projects.

In closing, staff recommends that the City Commission approve the permit and application fee reimbursement program and at least one of the two listed options for infrastructure improvement/extensions. If the Commission finds that there is insufficient funding for both infrastructure proposals, staff recommends that the affordable housing project should be a higher priority.



Housing Production Infrastructure Loan Capital Proposal To City of Great Falls

June 13, 2022

The City of Great Falls (City) has been working hard on economic recovery from the COVID-19 pandemic, using one-time federal recovery funds to generate the greatest possible impact city-wide. The Great Falls Development Authority (GFDA), the region's public/private economic development partnership, has been supporting these efforts with services to support startup entrepreneurs, existing businesses, real estate developers, and non-profit organizations, and providing gap and bridge financing to speed economic recovery and build a stronger, more resilient Great Falls economy.

Gap and bridge financing needs have increased to a significant extent, outstripping GFDA's available loan capital. GFDA has addressed this by borrowing \$2,563,226 for additional loan capital in the last 18 months. GFDA continues to seek additional loan capital from private, state, and federal sources, but currently does not have enough capital available to meet needs (opportunities) within the City.

Production of new housing is a high priority for the City. One of the obstacles to increasing housing production in the City is the upfront cost of constructing infrastructure, especially infrastructure that may be shared by multiple housing developments. Many local developers do not have enough capital available to build out the infrastructure and construct new housing units. To address this issue, we propose to create a new dedicated low interest loan fund to finance the upfront costs of constructing infrastructure to support new housing production, tying repayment to the sale of lots or homes.

GFDA does not have sufficient capital to create a Housing Production Infrastructure Loan Fund. GFDA requests that the City grant \$2-4 million to GFDA for loan capital to be immediately put to work to support new housing production. When the bridge loans are repaid, the revolving loan funds will be re-invested in new housing infrastructure that will benefit the City and its residents for generations to come.

Impact

The immediate use of the funds will be to create a new Housing Production Infrastructure Loan Fund to support the construction of new lots and homes in the City. The loans would finance infrastructure such as roads, water, sewer, and storm water management systems required by the City for proposed housing developments. Repayment would be tied to the sale of lots or homes, enabling developers and builders to invest their capital and bank/credit union financing into housing production. As the funds are repaid and put back to work through the new revolving loan fund, new loans will be made to finance the upfront infrastructure for additional housing developments in the City. The creation of new housing will benefit the City for generations to come.

GFDA has made 118 loans to entrepreneurs, businesses, real estate developers, and non-profit organizations in the City. These loans have totaled \$41,999,460, leveraging over \$223 million of investment in the City. And that leverage only counts investment at the time of the loan. Many borrowers made subsequent investments that have benefited the City. Over 73% of all the loans we have made have been within City limits. City residents have directly benefited from the jobs, services, tax base, and amenities created by GFDA borrowers. None of these deals would have moved forward without GFDA gap or bridge loans.

GFDA loans have financed the creation of 531 new homes in the City (once the Arc Apartment Homes are completed) as well as assisted living beds at Sapphire House. We provided a gap loan for renovation of the Montana Building to create condominium homes in downtown Great Falls, and bridge loans for 286 units at Talus Apartments Homes.

Primary sector jobs made possible by GFDA loans include Centene, Avmax, Montana Eggs, Montana Specialty Mills, ADF, TC Glass, Friesen Nutrition, Jeremiah Johnson Brewing, Mighty Mo Brewing, Good Wood Guys, Pasta Montana, Big Sky Managed Care, and Wendt. Past primary sector jobs the City enjoyed for many years includes National Electronic Warranty (NEW), Cable Technology Systems, and EMTEQ.

GFDA loans have made it possible for four new hotels to be created in the City, the West Bank One and West Bank Landing riverfront developments, and community assets such as the MacLean Animal Adoption Center and several health care and veterinary facilities, including Bolwitt Family Dentistry, Central Montana Birthing Center, and Crane Chiropractic.

Downtown businesses and properties financed in part by GFDA bridge and gap loans include Downtown Dice & Games, True Brew, Electric City Coffee, Mountain View Physical Therapy, The Gibson, The Newberry, and the Arvon Block. Local businesses in the City include National Laundry, Tacticality Workwear, Montana School Equipment, Jerry Noble Tire, Flippin Family Fun, Flawless Auto Body, Quilt A Way, Vernon Quality Carpentry, Holiday Inn, RE Family Services, and Nourish.

Need

GFDA published a Great Falls Housing Market Assessment in January, a report we commissioned in partnership with NeighborWorks Great Falls and the Great Falls Association of Realtors. The assessment indicated market demand for the production over 450 new rental and owner-occupied homes each year. Production of housing is one of the highest pandemic recovery priorities in our community. Keeping Great Falls affordable and having housing available to keep residents in Great Falls, bring back residents who have left, and attract new workforce are key to the City's future success.

Housing production is a pressing need, but GFDA does not have loan capital to fill the entire gap for this project. We just received our 2021 competitive Financial Award from the Community Development Financial Institution Fund, but have loans already in underwriting to put these funds to work.

We have borrowed \$2,563,226 in loan capital in the last 18 months and have applied to banks and CDFI lenders to borrow more but have not yet been able to secure loan commitments. We have also been successful in securing grant funds for loan capital that we have right away put to work to fill local financing

gaps. We recently secured a competitive award of over \$2 million in brownfield loan capital from the EPA, however these funds can only be used for cleanup of hazardous materials as part of redevelopment projects.

GFDA has averaged \$4,527,364 in gap and bridge loans in the last three complete fiscal years (July 1 – June 30). In FY 2021, we set a record by making \$9,044,941 in bridge and gap loans. To date in FY 2022, we have made \$2,824,162 in loans. We expect to close an additional \$30,000 in loans before the end of the fiscal year. Lack of available loan capital has been a continuing struggle, particularly loan capital that can be used for housing production. State and federal economic development loan capital sources do not allow use of loan funds to support real estate development, including housing.

Other than loan capital restricted to rural areas, brownfield clean-up, and business lending (not eligible to use for housing production), GFDA is essentially out of loan capital.

GFDA Revolving Loan Fund Track Record

GFDA has successfully managed revolving loan funds in Great Falls since 1996 when we partnered with the City to create an Economic Development Administration (EDA) revolving loan fund to fill a gap in financing the startup of Pasta Montana. Over the past 26 years, we have closed \$51,253,885 in loans, leveraging over \$255 million of investment.

We have a proven track record of managing federally sourced loan capital utilizing EDA, EPA and USDA funds. We have long partnered with the City in managing a CDBG loan fund. As a certified Community Development Financial Institution (CDFI), we have won multiple loan capital awards from the Community Development Financial Institution Fund, part of the U.S. Treasury. We have also successfully managed state loan capital from the Montana Department of Commerce as a certified Montana MicroBusiness Development Corporation, loan capital borrowed from the Montana Board of Investments, and as a participant in the state's first Small Business Credit Initiative effort.

GFDA has a proven track record in retaining loan capital principal, revolving the capital into new investments time and time again. Our cumulative loan principal loss in 26 years represents less than 1% of the amount of loans we have made.

GFDA has been approved as a lender by the U.S. Small Business Administration and the Montana Board of Investments. We also manage High Plains Financial, an SBA Certified Development Corporation, that makes SBA 504 loans. We have made 34 SBA 504 loans through High Plains Financial totaling \$18,889,000, leveraging investment of over \$66 million.

GFDA Gap and Bridge Loans

GFDA uses its loan capital to fill financing gaps or provide bridges that conventional lenders cannot or will not do. We fill the gap between the borrower's available equity and conventional lenders. Our loans are usually subordinate to that of the conventional lender. We have averaged 20% of the financing or capital stack with the loans we have made, up from 17% pre-pandemic.

Our goal is to be the last money in and the first money out. We typically charge an interest rate 1-2 points higher than the participating bank or credit union to provide an incentive to be taken out as quickly as

possible. This way we can reinvest our limited loan capital into the next business or development, increasing the benefits we help produce for the community.

The proposed Housing Production Infrastructure Loan Fund would be structured similar to our Brownfield Cleanup Loan Fund. We would use the new fund to make low interest loans (estimated to be 3.0%) to housing developers with the repayment tied directly to lot or home sales.

We always have at least two commercial lenders on our Loan Committee, both for their expertise and for their judgement that we are truly filling gaps and providing bridge loans that conventional lenders cannot or will not do.

GFDA Organization

GFDA is a regional public/private economic development partnership and certified Community Development Financial Institution. We are formed as a broad partnership that serves the thirteen-county Great Falls Montana trade area, comprised of the Great Falls MSA and a vast rural and tribal region of north central Montana. Our partnership includes Cascade County, Great Falls College MSU, Little Shell Tribe of Chippewa Indians, University of Providence, Great Falls Public Schools, Great Falls International Airport Authority, Great Falls Tourism, Great Falls Area Chamber of Commerce, and over 150 local and regional businesses and institutions.

The City of Great Falls has been an essential partner of GFDA throughout our history. In addition to helping start our first EDA revolving loan fund in 1996 to finance the startup of Pasta Montana, the City has been instrumental in our EPA Brownfield revolving loan fund and many partnership efforts, including the Montana Defense Alliance and the Downtown Development Partnership. The City capitalized our Downtown Revolving Loan Fund in 2009 with a grant from the old downtown tax increment financing district.

GFDA is formed as a non-profit Montana corporation with 501 (c) 3 charitable status from the IRS. We are governed by a local Board of Directors. GFDA was the first economic development organization in the Rocky Mountain West to earn accreditation from the International Economic Development Council (IEDC). Our efforts have won awards from IEDC, the National Association of Development Organizations, the Montana Economic Developers Association, and the National Brownfield Conference. We are the only economic development entity in Montana to have earned and maintain Guidestar/Candid's Platinum Seal of Transparency.

Capacity

GFDA has in place the capacity to significantly increase our lending to benefit the City. We have a trained and certified staff, lending policies and procedures, accounting system, record documentation policy, Loan Committee, and technology that will allow us to increase the number of loans we make and service. We also have the capacity in place to provide services to potential and existing borrowers to help them be successful.

Compliance

GFDA has extensive experience in successfully managing federal funds. We have the policies and procedures, staff team, and tracking systems in place to ensure compliance of federal laws and regulations. We are independently audited every fiscal year.

We will track, document, and regularly report on the use of City funds as the City determines is required and appropriate.

Additional Documentation

We would be pleased to provide audited financial statements, policies, incorporation, IRS determination, and any other documentation the City desires to consider this request.



Loan Capital Proposal To City of Great Falls

June 13, 2022

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Gap and bridge financing needs have increased to a significant extent, outstripping GFDA's available loan capital. GFDA has addressed this by borrowing \$2,563,226 for additional loan capital in the last 18 months. GFDA continues to seek additional loan capital from private, state, and federal sources, but currently does not have enough capital available to meet needs (opportunities) within the City.

In particular, GFDA does not have sufficient capital to underwrite a bridge loan to enable the Milwaukee Station project to move forward. GFDA requests that the City grant \$1,400,000 to GFDA for loan capital to be immediately put to work in this project. When the bridge loan is repaid, the revolving loan funds will be re-invested in gap and bridge loans to enable projects that benefit the City and its residents for generations to come.

Impact

The immediate use of the funds will be part of a bridge package for the Milwaukee Apartments project known as Lofts at the Station, filling a gap that conventional lenders cannot fill. This mixed-use development includes 122 new apartments, a wine bar, restaurant, fitness facility and underground parking. The development will produce much-needed local housing and the first riverfront homes along the Missouri River corridor. The new apartments will benefit City residents for decades to come. As the funds are repaid and put back to work through GFDA's revolving loan fund, even greater benefits will be generated for the City.

The City's funds will be immediately leveraged by at least \$600,000 from GFDA's available loan capital for the Milwaukee Station project. The combined bridge loan of at least \$2,000,000 will make it possible for a \$40,000,000 construction project to move forward.

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residents have directly benefited from the jobs, services, tax base, and amenities created by GFDA borrowers. None of these deals would have moved forward without GFDA gap or bridge loans.

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Housing production is a pressing need, but GFDA does not have loan capital to fill the entire gap for this project. We just received our 2021 competitive Financial Award from the Community Development Financial Institution Fund. This gives us \$600,000 of loan capital available to invest in a Milwaukee Station bridge loan, leaving at least a \$1,400,000 gap.

We have borrowed \$2,563,226 in loan capital in the last 18 months and have applied to banks and CDFI lenders to borrow more but have not yet been able to secure loan commitments. We have also been successful in securing grant funds for loan capital that we have right away put to work to fill local financing gaps. We recently secured a competitive award of over \$2 million in brownfield loan capital from the EPA, however these funds can only be used for cleanup of hazardous materials as part of redevelopment projects.

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Commission Meeting Date: September 6, 2022

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Repeal Resolution 10461 and Adopt Resolution 10479 – Annual Tax Levy

From: Gregory T. Doyon, City Manager

Initiated By: Revised Taxable Valuations from Montana Department of Revenue

Presented By: Melissa Kinzler, Finance Director

Action Requested: Repeal Resolution 10461 with Resolution 10478 and Adopt Resolution 10479

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10478 repealing Resolution 10461.”

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

3. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10479.”

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

Summary: The City Commission is required to fix an annual tax levy by setting mills to generate property tax revenues that will balance the General Fund budget and other levy supported funds. The City received its taxable valuation from the Montana Department of Revenue (MTDOR) on August 1, 2022. With this valuation, the City set its annual mill levy. Revised certified values were received on August 26, 2022 due to a settlement with Montana Refining Company and Montana Renewables (Calumet). This settlement resulted in additional decreases in valuation on a parcel that was under protest from 2017 to 2019.

The total mill levy for Tax Year 2022 (FY 2023) was originally adopted with 211.50 mills totaling \$22,295,632 in tax revenue. This includes mills for the general levy (previously and newly taxable property), the Permissive Medical Levy, and the Soccer Park General Obligation Bond levy.

The revised certified values lowered the City’s mill value from \$105,417 to \$103,300. Without re-certifying the mill levy, the City would lose approximately \$447,625 in tax revenue. Of this amount, \$184,209 is attributable to a loss in newly taxable property and cannot be recovered. However, the

remaining amount (\$263,416) can be recovered by re-certifying the tax levy. The re-certified tax levy is for a total of 214.05 mills totaling \$22,111,402 in tax revenue.

Background: The City's revised total taxable value is \$107,111,238. The original value for this year was \$109,236,591. The taxable value per mill last year was \$101,666 in FY 2022 and is now \$103,300 in FY2023. There is no specific project or development identified that attributes to this increase. 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 an increase of \$14,706 in tax revenue for the library in FY2023 compared to FY2022.

During the pandemic, the City did not utilize any available tax increases in FY2021 or FY2022. It was identified during the FY2023 budget process that this was not sustainable for a third year. The City is utilizing 3.37 carry-over mills and the current inflationary factor to balance the General Fund budget. During the FY2023 budget process, the City Commission adopted the budget using the full inflationary amount available. The budget was also adopted using the full permissive medical levy available.

This year's newly taxable property reported by the MTDOR will generate additional revenue of \$352,303. During the FY 2023 Budget Adoption Process, the Finance Department projected the City's newly taxable property revenue would be \$400,000. The projection was based on a twenty-one year average of newly taxable property. No particular development project can be identified for this newly taxable revenue.

Included in the total mill levy of 214.05 are the following:

Debt Service

- 1.57 mills for soccer park debt service payments

The amount that will be generated is \$162,181 which will cover debt payments and expenses in the Soccer Park Fund.

The soccer park bonds were issued June 14, 2004, for \$2,500,000 for twenty years and refinanced in April 2014. The outstanding balance of the soccer bonds as of June 30, 2022, was \$315,000. The bond maturity date is July 1, 2024.

Permissive Medical Levy

- 34.94 mills will generate \$3,609,302

This is an increase from last year \$247,552 in additional revenue. Under 15-10-420(9)(a)(vi), the City is allowed to take 34.94 total mills for the Permissive Medical Levy.

Total Mill Levy Summary

Last year's mill levy for Tax Year 2021 (FY 2022) certified revenue of \$20,864,249. The differences between the mill levy for Tax Year 2021 (what the City milled last year) and \$22,111,402 (what the City will mill this year) include the following:

General

- \$352,303 for newly taxable property,
- \$655,022 for the inflationary adjustment,
- \$247,552 for the “Permissive Medical Levy”, and,
- (\$6,183) from previous taxable value adjustments.

Voted General Obligation Debt

- (\$1,541) for the decrease in the revenue needed for the soccer park debt.

The total mill levy allowable under state law is 214.05.

Fiscal Impact: The total mill levy for Tax Year 2022 (FY 2023) is 214.05 mills totaling \$22,111,402. The newly taxable value revenue of \$352,303 may result in a slight decrease of \$47,697 in undesignated fund balance for the General Fund in FY 2023 because it is less than the budgeted amount of \$400,000.

During the FY2023 budget process, the City Commission adopted the budget utilizing the full inflationary factor available and the full permissive medical levy available. Based on the new certified mill value, the increase for the applicable property owner is below. The amounts are slightly less than what was presented during the budget process using last year’s mill value.

	Original Certification		Re-Certification	
	\$100,000 Market Value Home	\$200,000 Market Value Home	\$100,000 Market Value Home	\$200,000 Market Value Home
Inflationary Factor Increase	\$ 8.35	\$16.70	\$8.56	\$17.12
Permissive Medical Levy Increase	\$ 3.17	\$ 6.34	\$3.25	\$6.49
Total Annual Increase	\$11.52	\$23.04	\$11.81	\$23.61

Alternatives: State law requires that the City adopt a FY2023 Budget which includes setting the annual mill levy amounts on or before the first Thursday after the first Tuesday in September or 30 days after receiving taxable valuation from the Montana Department of Revenue, whichever is later.

The City Commission could decrease the amount of its levies from the limit allowable by State law – either decrease the inflationary adjustment or the permissive medical levy. Doing so would cause the projected General Fund undesignated fund balance to be less than the 20.83% adopted. The Commission could also choose to cut expenditures or allocate additional CARES money in the General Fund to offset the reduction in tax increases.

Concurrences: The FY 2023 Budget was adopted July 19, 2022. Setting the mill levy for Tax Year 2022 (FY 2023) is the last step in the adoption of the FY 2023 City of Great Falls Budget.

Attachments/Exhibits:

- Resolution 10478 Repealing Resolution 10461
- Tax Levy Resolution 10479 with Appendix A
- Revised 2022 Certified Taxable Valuations (from Montana Department of Revenue)
- Taxable Valuation History

RESOLUTION 10478**A RESOLUTION REPEALING RESOLUTION 10461 TITLED:
“RESOLUTION TO FIX ANNUAL TAX LEVY - A RESOLUTION
PROVIDING FOR THE ANNUAL TAX LEVY IN MILLS FOR THE
FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30,
2023”**

WHEREAS, the City Commission is required to fix an annual tax levy by setting mills to generate property tax revenues to fund city operations; and

WHEREAS, after receiving the 2022 Certified Taxable Valuation Information from the Montana Department of Revenue (MTDOR) on August 1, 2022, City staff considered newly taxable property, inflationary adjustment, permissive medical levy and debt service to compute the annual mill levy amounts for City Commission consideration; and

WHEREAS, at its regular meeting held August 16, 2022, the City Commission adopted Resolution 10461, as required to complete the last step in adoption of the City of Great Falls' FY 2023 Budget; and

WHEREAS, Resolution 10461 was recorded with the Cascade County Clerk and Recorder (R0434270); and

WHEREAS, on August 26, 2022, City staff received the “Revised 8/25/2022 2022 Certified Taxable Valuation Information” via email from the MTDOR due to a settlement with Montana Refining Company and Montana Renewables.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Great Falls, Montana, that Resolution 10461 adopted August 16, 2022, and recorded with the Cascade County Clerk and Recorder (R0434270), is hereby repealed.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 6th day of September, 2022.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

Jeff Hindoien, City Attorney

RESOLUTION NO. 10479
RESOLUTION TO FIX ANNUAL TAX LEVY
A RESOLUTION PROVIDING FOR THE ANNUAL TAX
LEVY IN MILLS FOR THE FISCAL YEAR BEGINNING
JULY 1, 2022 AND ENDING JUNE 30, 2023

WHEREAS, Montana Code Annotated (MCA), 7-1-114, states "(1) A local government with self-governing powers is subject to ...(g) except as provided in subsection (3), any law regulating the budget, finance, or borrowing procedures and powers of local governments...(3) (b) The provisions of 15-10-420 apply to self-governing local government units."

WHEREAS, The City of Great Falls, Montana adopted a self-governing charter in 1986. Article I, Section 3 of the Charter of the City of Great Falls, Montana states: "The total mill levy shall not exceed that allowed to general powers cities of the first class by Montana Law."

WHEREAS, Section 7-6-4036, MCA, requires the City Commission to fix the tax levy for each taxing jurisdiction by the later of the first Thursday after the first Tuesday in September or within 30 calendar days after receiving certified taxable values. Certified taxable values were received August 1, 2022. Revised values were received August 26, 2022.

WHEREAS, Section 15-10-420, MCA provides:

(1)(a) Subject to the provisions of this section, a governmental entity that is authorized to impose mills may impose a mill levy sufficient to generate the amount of property taxes actually assessed in the prior year plus one-half of the average rate of inflation for the prior 3 years. The maximum number of mills that a governmental entity may impose is established by calculating the number of mills required to generate the amount of property tax actually assessed in the governmental unit in the prior year based on the current year taxable value, less the current year's value of newly taxable property plus one-half the average rate of inflation for the prior 3 years.

(2) ... plus any additional levies authorized by the voters ...

(9) (a) The provisions of subsection (1) do not prevent or restrict:...(vi) the portion that is the amount in excess of the base contribution of a governmental entity's property tax levy for contributions for group benefits excluded under 2-9-212 or 2-18-703.

WHEREAS, Section 15-10-201, MCA, requires the City Commission to fix its tax levy in mills and tenths and hundredths of mills.

WHEREAS, The Department of Revenue's certified taxable value for the City of Great Falls is \$107,111,238 which equates to \$107,111 per mill; when the incremental value of the tax increment finance districts is removed the mill value is \$103,300 per mill. This includes \$1,984,358, or \$1,984 per mill, of newly taxable property.

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

Section 1. - Determination of Mill Levy Limit

- Appendix A shows the determination of the total mill levy limit of 177.54 mills.
- An additional 34.94 “Permissive Medical Levy” is allowed under 15-10-420(9)(a)(vi) for increased health insurance premiums not included in the Appendix A calculation.
- An additional 1.57 mills is allowed under 15-10-420(2) for additional voter supported mills. On November 4, 2003, a \$2.5 million general obligation bond was approved by voters for construction of a soccer park. It has been determined that 1.57 mills for soccer park debt service payments is needed for Fiscal Year 2023.

Section 2. - Tax Levy Amounts

A 214.05 mill levy will generate:

- a. \$ 17,987,616 from the \$101,316 certified value per mill for Previously Taxable Property;
- b. \$ 352,303 from the \$1,984 certified value per mill for Newly Taxable Property;
- c. \$ 3,609,302 from the \$103,300 certified value per mill for increased Health Insurance premiums “Permissive Medical Levy”,
- d. \$ 162,181 from the \$103,300 certified value per mill for soccer park debt service payments, and,
- e. \$ 22,111,402 in total City tax for 2022 Tax Year from the \$103,300 total certified value per mill.

This does not reflect delinquent collections or tax increments withheld.

Section 3. - Tax Levy Required and Set

- a. 177.54 mill levy- The City Commission has determined a \$18,339,919 tax levy, requiring a 177.54 mill levy, is necessary to balance the General Fund Budget.
- b. 34.94 mill levy- The City Commission has determined a \$3,609,302 “Permissive Medical Levy”, requiring a 34.94 mill levy, is necessary for increased health premium costs to balance the General Fund Budget.
- c. 1.57 mill levy- The City Commission has determined a \$162,181 tax levy, requiring a 1.57 mill levy, is necessary for the soccer park debt service payment.
- d. Total 214.05 - The City Commission of the City of Great Falls, Montana, hereby fixes the tax levy for the fiscal year July 1, 2022 through June 30, 2023 at 214.05 mills.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana,
September 6, 2022.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

Jeff Hindoien, City Attorney



Determination of Tax Revenue and Mill Levy Limitations

Section 15-10-420, MCA
City of Great Falls, Montana

FYE June 30, 2023
Resolution 10479, Appendix A

Reference Line		Enter amounts in yellow cells	Auto-Calculation (If completing manually enter amounts as instructed)
(1)	Enter Ad valorem tax revenue <u>ACTUALLY</u> assessed in the prior year (from Prior Year's form Line 17)	\$ 17,339,036	\$ 17,339,036
(2)	Add: Current year inflation adjustment @ 1.77%		\$ 306,901
(3)	Subtract: Ad valorem tax revenue <u>ACTUALLY</u> assessed in the prior year for Class 1 and 2 property, (net and gross proceeds) (from Prior Year's form Line 20) (enter as negative)		\$ -
(3.5)	Subtract: Entitlement Share Class 8 Business Equipment Personal Property Tax Reimbursement (15-1-123 MCA) *New for FY2023 (enter as negative)		\$ -
(4)	Adjusted ad valorem tax revenue		\$ 17,645,937
= (1)+(2)+(3)+(3.5)			
<u>ENTERING TAXABLE VALUES</u>			
(5)	Enter 'Total Taxable Value' - from Department of Revenue Certified Taxable Valuation Information form, line # 2	\$ 107,111,238	\$ 107,111.238
(6)	Subtract: 'Total Incremental Value' of all tax increment financing districts (TIF Districts) - from Department of Revenue Certified Taxable Valuation Information form, line # 6 (enter as negative)	\$ (3,811,028)	\$ (3,811.028)
(7)	Taxable value per mill (after adjustment for removal of TIF per mill incremental district value)		\$ 103,300.210
(8)	Subtract: 'Total Value of Newly Taxable Property' - from Department of Revenue Certified Taxable Valuation Information form, line # 3 (enter as negative)	\$ (1,984,358)	\$ (1,984.358)
(9)	Subtract: 'Taxable Value of Net and Gross Proceeds, (Class 1 & 2 properties)' - from Department of Revenue Certified Taxable Valuation Information form, line # 5 (enter as negative)		\$ -
(10)	Adjusted Taxable value per mill		\$ 101,315.852
(11)	CURRENT YEAR calculated mill levy		174.17
(12)	CURRENT YEAR calculated ad valorem tax revenue		\$ 17,991,798
= (7) x (11)			
<u>CURRENT YEAR AUTHORIZED LEVY/ASSESSMENT</u>			
(13)	Enter total number of carry forward mills from prior year (from Prior Year's form Line 22)	3.37	3.37
(14)	Total current year authorized mill levy, including Prior Years' carry forward mills		177.54
(15)	Total current year authorized ad valorem tax revenue assessment		\$ 18,339,919
= (7) x (14)			
<u>CURRENT YEAR ACTUALLY LEVIED/ASSESSED</u>			
(16)	Enter number of mills actually levied in current year (Number should equal total non-voted mills, which includes the number of carry forward mills, actually imposed per the final approved current year budget document. Do Not include voted or permissive mills imposed in the current year.)	177.54	177.54
(17)	Total ad valorem tax revenue actually assessed in current year		\$ 18,339,919
= (7) x (16)			
<u>RECAPITULATION OF ACTUAL:</u>			
(18)	Ad valorem tax revenue actually assessed		\$ 17,987,616
(19)	Ad valorem tax revenue actually assessed for newly taxable property		\$ 352,303
(20)	Ad valorem tax revenue actually assessed for Class 1 & 2 properties (net-gross proceeds)		\$ -
(21)	Total ad valorem tax revenue actually assessed in current year		\$ 18,339,919
= (18) + (19) + (20)			
(22)	Total carry forward mills that may be levied in a subsequent year (Number should be equal to or greater than zero. A (negative) number indicates an over levy.)		0.00
= (14) - (16)			



Revised 8/25/2022

MON Form A Agenda #17.
Rev. 7-21

2022 Certified Taxable Valuation Information
(15-10-202, MCA)
Cascade County
CITY OF GREAT FALLS

Certified values are now available online at property.mt.gov/cov

1. 2022 Total Market Value ¹	\$	6,328,057,598
2. 2022 Total Taxable Value ²	\$	107,111,238
3. 2022 Taxable Value of Newly Taxable Property.....	\$	1,984,358
4. 2022 Taxable Value less Incremental Taxable Value ³	\$	103,300,210
5. 2022 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-

6. TIF Districts

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
INT'L MALTING PLANT	892,710	347,618	545,092
WEST BANK RENEWAL	1,485,756	292,536	1,193,220
GF INT'L AIRPORT	370,515	107,149	263,366
GF DOWNTOWN URBAN	4,939,239	3,643,698	1,295,541
EAST INDUSTRIAL PARK	516,131	2,322	513,809
		Total Incremental Value	\$ 3,811,028

Preparer KATIE

Date 7/28/2022

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2022 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	525,969
II. Total value exclusive of "newly taxable" property	\$	778,923

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/08/2022, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/12/2022, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.

Taxable Valuation History

Tax Levy Year	Fiscal Year	Total Taxable Value	Tax Increment Districts						Total Tax Increment District Taxable Value	Net Taxable Value	New Property Value	% Increase (Decrease) Prior Year Newly Taxable Property	Levy in Mills
			Downtown	Pasta MT/ General Mills	International Malting Plant	West Bank Urban Renewal Plan	Great Falls Int'l Airport	East Industrial Park					
2001	FY 2002	\$65,437,840	\$4,511,569	\$552,276	NA	NA	NA	NA	\$5,063,845	\$60,373,995	\$1,011,770	-47.8%	111.32
2002	FY 2003	\$65,117,051	\$4,364,549	\$595,357	NA	NA	NA	NA	\$4,959,906	\$60,157,145	\$1,302,597	28.7%	119.00
2003	FY 2004	\$65,328,553	\$4,102,725	\$700,009	NA	NA	NA	NA	\$4,802,734	\$60,525,819	\$1,041,336	-20.1%	124.33
2004	FY 2005	\$66,377,650	\$3,343,580	NA	NA	NA	NA	NA	\$3,343,580	\$63,034,070	\$2,030,124	95.0%	131.64
2005	FY 2006	\$68,609,562	\$3,402,127	NA	NA	NA	NA	NA	\$3,402,127	\$65,207,435	\$2,748,377	35.4%	138.27
2006	FY 2007	\$70,990,415	\$3,832,568	NA	\$141,345	NA	NA	NA	\$3,973,913	\$67,016,502	\$2,873,541	4.6%	140.94
2007	FY 2008	\$73,776,332	\$4,064,883	NA	\$225,476	NA	NA	NA	\$4,290,359	\$69,485,973	\$2,387,436	-16.9%	158.21
2008	FY 2009	\$76,405,690	\$4,107,804	NA	\$294,210	\$30,733	NA	NA	\$4,432,747	\$71,972,943	\$2,138,961	-10.4%	162.68
2009	FY 2010	\$76,862,700	NA	NA	\$309,168	\$205,857	NA	NA	\$515,025	\$76,347,675	\$6,947,574	224.8%	169.04
2010	FY 2011	\$78,275,702	NA	NA	\$195,477	\$574,725	\$728	NA	\$770,930	\$77,504,772	\$2,931,771	-57.8%	173.10
2011	FY 2012	\$78,709,035	NA	NA	\$176,312	\$553,480	\$6,659	NA	\$736,451	\$77,972,584	\$5,295,716	80.6%	183.24
2012	FY 2013	\$77,852,991	NA	NA	\$157,225	\$557,385	\$6,333	NA	\$720,943	\$77,132,048	\$1,278,348	-75.9%	193.57
2013	FY 2014	\$78,054,590	\$105	NA	\$155,000	\$560,136	\$11,171	NA	\$726,412	\$77,328,178	\$787,945	-38.4%	198.74
2014	FY 2015	\$76,098,354	\$41,765	NA	\$386,390	\$575,135	\$11,275	\$31,452	\$1,046,017	\$75,052,337	\$312,611	-60.3%	204.54
2015	FY 2016	\$88,577,771	\$444,316	NA	\$504,796	\$579,885	\$42,030	\$42,557	\$1,613,584	\$86,964,187	\$5,072,060	1522.5%	190.29
2016	FY 2017	\$91,113,880	\$0	NA	\$512,371	\$537,828	\$43,717	\$41,662	\$1,135,578	\$89,978,302	\$5,238,618	3.3%	198.24
2017	FY 2018	\$95,822,493	\$252,609	NA	\$383,849	\$654,253	\$47,867	\$319,573	\$1,658,151	\$94,164,342	\$2,643,701	-49.5%	194.78
2018	FY 2019	\$99,201,290	\$289,538	NA	\$440,041	\$772,903	\$48,317	\$465,364	\$2,016,163	\$97,185,127	\$4,606,852	74.3%	201.24
2019	FY 2020	\$104,780,322	\$1,054,084	NA	\$443,834	\$1,087,196	\$104,694	\$511,217	\$3,201,025	\$101,579,297	\$1,203,919	-73.9%	200.78
2020	FY 2021	\$101,651,616	\$1,060,260	NA	\$490,957	\$1,108,781	\$131,202	\$663,326	\$3,454,526	\$98,197,090	\$691,320	-42.6%	208.79
2021*	FY 2022	\$105,181,199	\$1,209,489	NA	\$488,202	\$1,174,733	\$136,607	\$506,325	\$3,515,356	\$101,665,843	\$2,191,822	217.0%	201.35
2022	FY 2023	\$107,111,238	\$1,295,541	NA	\$545,092	\$1,193,220	\$263,366	\$513,809	\$3,811,028	\$103,300,210	\$1,984,358	-9.5%	214.05

All amounts as of time of certification.

* Tax year 2021 values were re-certified on 10/21/21 by the DOR. Revised values are shown. Tax year 2021 levies were based on original values.

- Notes:**
- Starting in 1999 mill levies were "floated" in order to achieve the statutorily limited tax revenues.
 - Voters approved a 2 mill increase for the Library in November, 2000.
 - Voters approved a \$2.5 million general obligation bond for a soccer park November 4, 2003.
 - Voters approved a \$2.27 million general obligation bond for repair and improvement of city pool facilities November 7, 2006.