



**City Commission Meeting Agenda  
2 Park Drive South, Great Falls, MT  
Commission Chambers, Civic Center  
October 15, 2019  
7:00 PM  
**\*REVISED\*****

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL / STAFF INTRODUCTIONS**

**AGENDA APPROVAL**

**CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS**

**PROCLAMATIONS**

1. Red Ribbon Week and Extra Mile Day.

**PETITIONS AND COMMUNICATIONS**

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

2. Miscellaneous reports and announcements.

**NEIGHBORHOOD COUNCILS**

3. Miscellaneous reports and announcements from Neighborhood Councils.

**BOARDS AND COMMISSIONS**

4. Miscellaneous reports and announcements from Boards and Commissions.
5. Appointments to the Advisory Commission on International Relationships.

**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, October 1, 2019, Commission Meeting.
8. Total Expenditures of \$2,536,953 for the period of September 6, 2019 through October 2, 2019, to include claims over \$5000, in the amount of \$2,255,578.
9. Contracts List.
10. Approve the Interlocal Agreement between the Cascade County Sheriff's Office and the City of Great Falls Fire Rescue to establish a Rescue Task Force team in the event of an Active Shooter Event.

- [11.](#) Postpone consideration of the design selection and bid award for the Creative Mural/Logo Design and Painting of the Gore Hill Water Tower project until the November 5, 2019 Commission meeting.
- [12.](#) Approve the bid award for the City of Great Falls Emergency Communication Center for replacement of the CPE (call processing equipment) in the amount of \$301,004.41 from Central Square/ Zuercher Technologies, and authorize the City Manager to execute necessary contract documents and any additional agreements needed to implement the system.
- [13.](#) Recommend staff re-advertise in January 2020 for the Gibson Park Trail Restoration Project due to no bids being received.

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

## **PUBLIC HEARINGS**

### **OLD BUSINESS**

### **NEW BUSINESS**

- [14.](#) Amendment No. 2 to Development Agreement with West Bank, LLC pertaining to West Bank Landing Urban Renewal Project. *Action: Approve or deny Amendment. (Presented by Craig Raymond)*

## **ORDINANCES / RESOLUTIONS**

- [15.](#) A.) Resolution 10319, Resolution of Intention approving an Urban Renewal Project (Buffalo Crossing). *Action: Adopt or deny Resolution of Intention 10319. (Presented by Craig Raymond)*  
  
B.) Ordinance 3209, Approving an Urban Renewal Project (Buffalo Crossing) and Associated Infrastructure Improvements in the West Bank Urban Renewal Area and Authorizing Financing of Infrastructure Improvements with Tax Increment Revenue. *Action: Accept or not accept Ord. 3209 on first reading and set or not set a public hearing for November 5, 2019. (Presented by Craig Raymond)*
- [16.](#) Ordinance 3210, Assigning R-3 Single-Family High Density zoning to the properties legally described as Lots 4-6, Block 10 of Finlay’s Supplement to Prospect Park Addition, and the adjoining right-of-way of 15th Street South and 22nd Alley South. *Action: Accept or not accept Ord. 3210 on first reading and set or not set a public hearing for November 5, 2019. (Presented by Craig Raymond)*

## **CITY COMMISSION**

17. Miscellaneous reports and announcements from the City Commission.
18. Commission Initiatives.
- [19.](#) Appointments, Great Falls Citizen’s Council.

## **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. If a video recording is available it will be posted on the City's website at <https://greatfallsmt.net> after the meeting. City Commission meetings are re-aired on cable channel 190 the following Wednesday morning at 10 am, and the following Tuesday evening at 7 pm.*



**Item:** Appointments to the Advisory Commission on International Relationships.  
**From:** City Manager’s Office  
**Initiated By:** City Commission  
**Presented By:** City Commission  
**Action Requested:** Appoint two members to the Advisory Commission on International Relationships.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission appoint \_\_\_\_\_ and \_\_\_\_\_ to the Advisory Commission on International Relationships for partial three-year terms through March 31, 2022.”

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

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**Staff Recommendation:** It is recommended that the City Commission appoint two new members to the Advisory Commission on International Relationships (ACIR) for partial three-year terms through March 31, 2022.

**Background:** There are currently several vacancies on ACIR. The terms for Camile Reovan and Sandra Erickson expired on March 31, 2019. Camile Reovan is not interested in another term and although Sandra Erickson has completed two full terms she is willing to remain on the Commission until all other vacancies are filled. Veranika Marozava has moved away from Great Falls so her position must also be filled. At this time, two applications have been received from Sachin Jain and Sylvia Lindinger-Sternart.

Advertising for the vacant positions is ongoing through the local media and on the City’s website.

Purpose

International programs are growing for many reasons. Rapid changes in communications technology, globalization of the marketplace, and political changes in the last decade have all contributed to an increasing awareness these trends will accelerate in the future. Communities, as well as individuals, businesses, and institutions will need to learn to participate in the “global village,” or be left behind economically or in other ways. In order for the City to take a leadership role in nurturing and coordinating some of the international efforts, the Advisory Commission on International Relationships

was created by Ordinance 2788 on November 8, 2000, and amended by Ordinance 2863 on October 21, 2003. The Commission provides support, coordination, and exchange of information for international programs in the community. The Commission consists of nine to eleven members.

Evaluation and Selection Process

Advertising has been done through the local media and on the City’s website.

Continuing members are:

Katheryn Craig	11/19/2014 – 3/31/2021
Lana Kadoshnikov	4/18/2017 – 3/31/2020
Charity Jacobson	4/18/2017 – 3/31/2020
Sandra Erickson	4/16/2013 – 3/31/2019
Anna Schendel	12/19/2017 – 3/31/2020
Brian Nosich	4/18/2017 – 3/31/2020
Max Mauch	8/1 /2017 – 3/31/2022
Jeanne Myers	5/21/2019 – 3/31/2022

Members not interested in another term or have moved:

- Camile Reovan
- Veranika Marozava

Citizen interested in serving:

- Sachin Jain
- Sylvia Lindinger-Sternart

**Concurrences:** At its August 27, 2019, meeting, the Advisory Commission on International Relationships recommended the appointment of Sachin Jain and Sylvia Lindinger-Sternart.

**Attachments:**


- Applications
- Minutes from 8/27/19 Meeting



**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: ADVISORY COMMISSION ON INTERNATIONAL RELATIONSHIPS		Date of Application: 08/21/2019
Name: Sylvia Lindinger-Sternart, PhD		
Home Address: 113 17th Street N, Great Falls, MT-59405		Email address: Sylvia.LindingerSternart@uprovidence.edu
Home Phone:	Work Phone: 406 791 5353	Cell Phone: 517 755 8147
Occupation: Assistant Professor Counseling		Employer: University of Providence
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, please explain)		
No		
Related experiences or background: As an international faculty from Austria, it is my passion to provide my professional and personal experience for the benefit of the community of Great Falls. Please see my attached CV for your review.		
Educational Background: Degree in Mechanical Engineering, BA in Psychology, MS in Clinical Psychology, MA in Counseling, PhD in Counseling. Please see my CV for your review.		
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>		
Previous and current service activities: I served as the director of the Counseling program from 2016 to 2019 at the University of Providence. As an assistant professor I have taught many different graduate courses and I shepherded the CACREP accreditation process successfully within the last years of my service. I am a member of the Cascade County Mental Health Local Advisory Council serving for the Suicide Prevention Committee since 2016 until present.		
Previous and current public experience (elective or appointive): I serve as a member of the Cascade County Mental Health Local Advisory Council from 2016 until present (Suicide Prevention Committee).		
Membership in other community organizations: Cascade County Mental Health Local Advisory Council (Suicide Prevention Committee) Great Falls Counseling Association		

<p>Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?</p>	
<p>Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?</p>	
<p>Have you ever served on a City or County board? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, what board and when did you serve?          I serve as a member of the Cascade County Mental Health Local Advisory Council from 2016 until present (Suicide Prevention Committee).</p>	
<p>Are you currently serving on a Board? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, which board?          I serve as a member of the Cascade County Mental Health Local Advisory Council from 2016 until present (Suicide Prevention Committee).</p>	
<p>Please describe your interest in serving on this board/commission?          As I am an international faculty from Austria, Europe, I would like to share some of my gained expertise regarding cultural competencies as well as expand my knowledge related to international relationships in any capacity - either in provision of mental health or other business.</p>	
<p>Please describe your experience and/or background which you believe qualifies you for service on this board/commission?  <small>I am passionate about international affairs and relationships and believe I could contribute to the Advisory Commission on International Relationships of Great Falls in Montana. I have earned a Doctor of Philosophy in Counselor Education &amp; Supervision at the University of Toledo. In addition, I hold a Master of Science in Clinical Psychology from University of Salzburg, Austria and a Master of Arts in Counseling from Bowling Green State University. I am licensed as a Professional Counselor in Ohio and have earned a Nationwide Certificate in Rehabilitation Counseling. During the past years in the mental health field, I have gained clinical experience in individual and group counseling at various settings in different countries. I have served in a Psychosomatic Clinic, Psychiatric Clinics, and Inpatient Clinic for Women with Substance Use Disorders, a College Counseling Center and in a Private Practice. My particular passion is to work with diverse populations across the globe in various areas. I have presented and published nationally and internationally. I bring also experience from my previous profession as a project manager for significant engineering projects in my native country of Austria. I transitioned from engineering to counselor education by completing a MS degree in Psychology at the University of Salzburg, Austria where I majored in clinical psychology and minored in organizational and health psychology. I served as an Assistant Professor at Penn State University before she started her position in the University of Providence in fall 2015.</small></p>	
<p>Additional comments:          I hope you consider my interest and application to serve on the <b>ADVISORY COMMISSION ON INTERNATIONAL RELATIONSHIPS</b> of Great Falls. Please contact me via email if you have any further questions.</p>	
<p>Signature </p>	<p>Date: 08/26/2019</p>

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

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

Fax:  
 (406) 727-0005

Email:  
 kartis@greatfallsmt.net



## SYLVIA LINDINGER-STERNART, PhD

Doctor of Philosophy in Counselor Education  
M.S., M.A, CRC, LPC (Ohio - C.1000.466), LCPC (Montana - LCPC-LIC-17425)  
(CACREP accredited doctoral program)

113 17<sup>th</sup> Street North  
Great Falls, MT 59401  
Cell: 517-755-8147

Email: [Sylvia.Lindingersternart@uprovidence.edu](mailto:Sylvia.Lindingersternart@uprovidence.edu)

Email: [SLS\\_PhD@outlook.com](mailto:SLS_PhD@outlook.com)

### EDUCATION

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2014	Ph.D., Counselor Education & Supervision (CACREP accredited doctoral program) Dissertation: A career-counseling needs assessment of mothers in the criminal justice system: A test of Levinson's theory	University of Toledo, U.S.
2011	MRC Master of Rehabilitation Counseling	Bowling Green State University, U.S.
2007	M.S., Master of Science in Psychology Major: Clinical Psychology Minors: Organizational & Industrial Psychology And Health Psychology Thesis: Life review. How is reflecting life and consequences in older individuals?	University of Salzburg, Austria
2005	Exchange Student Study abroad program: Psychology (fall 2005 and spring 2006)	Bowling Green State University, U.S.
2003	B.S., Bachelor of Science in Psychology	University of Salzburg, Austria
1980	B.S., Bachelor of Arts in Mechanical Engineering	College Technology, Linz, Austria

### LICENSES / CERTIFICATES

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2016	State License LCPC (Montana) (LCPC-LIC-17425)	Counselor, Social Worker, and Marriage & Family Therapist Board
2012	State License LPC (Ohio) (C.1000.466)	
2011	National Certificate in Rehabilitation Counseling (00114867)	Commission on Rehabilitation Counseling Certification
2008	Certificate in Psychotherapy (50 Credit hours) Theoretical & Practical Training with Distinction	University of Salzburg, Austria
1995	Certificate in Computer Aided Design (AutoCAD)	WIFI, Linz, Austria

**REFEREED JOURNALS**

- 2018 Patel, A. K., Tiwari, S. K., Singh, S., & Lindinger-Sternart, S. (2018). Self-esteem and life satisfaction among university students of Eastern Uttar Pradesh of India: A demographical perspective. *Indian Journal of Positive Psychology*, 48, 1-17.
- 2017 Lindinger-Sternart, S., Laux, M. J., Jain, S., Kakkar, S. (2017). Testing Levinson's Theory using a sample of mothers in the criminal justice system. *Vistas*, 48, 1-17.
- 2016 Laux, M. J., DuFresne, R., Arnekrans, A. K., Lindinger-Sternart, S., Roseman, C. J., Wertenberger, A., Calmes, S., Love, D., Schultz, J. & Burck, A. (2016). Assessing the accuracy of the substance abuse subtle screening inventory-3 using DSM-5 criteria. *The Professional Counselor*, 6(2), 121-133. doi:10.15241/jl.6.2.121
- 2014 Lindinger-Sternart, S. (2015). Help- behaviors of men for mental health and the impact of diverse cultural backgrounds. *International Journal of Social Science Studies*, 3(1), 1-5. doi: 10.11114/ ijsss.v3i1.519
- 2014 Lindinger-Sternart, S., & Piazza, N. (2015). Major ethical considerations and technological challenges related to distance professional services. *International Journal of Social Science Studies*, 3(1), 104-110. doi: 10.11114/ ijsss.v3i1.620
- 2012 Lindinger-Sternart, S., & Laux, J. (2013). The life reflection and consequences of elderly persons' relationships: An empirical study. *Adultspan Journal*, 12(2), 80-90.

**NON-REFEREED JOURNALS**

- 2014 Lindinger-Sternart, S. (2014). Globalization of counseling: Increasing mental health throughout the world. *Chi Sigma Iota The Ram Report*, 3, 3.

**BOOK CHAPTER**

- 2019 Romedinger, R., Lindinger-Sternart, S., Kaur, V. (2019). Interacting Factors Between Physical Health, Mental Health, and A Long Quality Life. Chapter Mindfulness. (Research Monograph).

**IN PREPARATION**

- 2018 Lindinger-Sternart, S. (2014). Self-care and test-taking success in male college students: The impact of positive psychology intervention and the mindfulness intervention of diaphragmatic breathing on anxiety and test-taking success., The University of Providence, Great Falls, MT, (Manuscript in progress)
- 2017 Lindinger-Sternart, S. (2014). Attitudes toward virtual professional counseling: Examining the roles of cultural backgrounds, gender, personality factors, and estimated problems toward face-to-face and synchronous distance professional counseling via the Internet in college students. (Manuscript in progress)



## RESEARCH PROJECTS

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- 2017 Lindinger-Sternart, S., Altschwager, S., Rowe-Watson, R. (2016). *Sensory processing patterns in children diagnosed with Autism Spectrum Disorder: The impact of Equine Facilitated Counseling and Brain Balance Program on overall severity of Autism symptoms.*, The University of Great Falls, Great Falls, MT, (IRB-Approval submitted August 14, 2016)
- 2017 Lindinger-Sternart, S., & Dollar, C. (2016). *Self-care and Test-taking Success in Male College Students: The Impact of Positive Psychology Intervention and the Mindfulness Intervention of Diaphragmatic Breathing on Anxiety and Test-taking Success.*, The University of Great Falls, Great Falls, MT, (IRB-Approval April 26, 2016)
- 2015 Lindinger-Sternart, S. (2015). *Attitudes toward virtual professional counseling: Examining the roles of cultural backgrounds, gender, personality factors, and estimated problems toward face-to-face and synchronous distance professional counseling via the Internet in college students*, The Pennsylvania State University, University Park, PA, (IRB-00001369)
- 2014 Lindinger-Sternart, S. (2014). *A career-counseling needs assessment of mothers in the criminal justice system: A test of Levinson's theory.* (Dissertation). Advisor: Prof. John Laux. University of Toledo, Ohio, U.S.
- 2012 Garrett-Ruffin, S., & Lindinger-Sternart, S. (2011, March). *Using inoculation theory to explore the effects of a You-Tube video on body image among women aged 18-25 years old.* Bowling Green State University, Bowling Green, Ohio.
- 2007 Lindinger-Sternart, S. (2007). *Life review: Reflecting life and consequences in older individuals.* (Master's thesis). Advisor: Prof. Urs Bauman. University of Salzburg, Salzburg, Austria.
- 2005 Yugo, J. E., McInroe, J., Lindinger-Sternart, S., & Fritz, C. (2006). *Understanding teaching: Determining age-related differences in stressors and resources.* Education and Research Center's grant funded research project at Bowling Green State University, Bowling Green, Ohio.

## GRANT APPLICATIONS

- 2018 Lindinger-Sternart, S. (2018). Applied to Cross Charitable Foundations (\$ 35,000). *Short-term Study Abroad for Graduate Students in Clinical Mental Health Counseling.* University of Providence, Great Falls, MT (Not funded).
- 2014 Lindinger-Sternart, S., & Piazza, N. (2014). Applied with co-PI to OHIO HUMANITIES COUNCIL (\$ 4,800). *Enhancement of Cultural Sensitivity in Society.* University of Toledo, Toledo, OH (Not funded).

ACADEMIC PRESENTATIONS

- 2018 Lindinger-Sternart, S., Dollar, C., Wingerter, C., & Pence, M. (2018, September). *Effects of Addiction on Infants and Children*. Presentation at the Great Falls Counseling Association Conference, University of Providence, Great Falls, MT.
- 2018 Lindinger-Sternart, S. (2016, March). *Supervision and Counseling of Challenging Clients: Psychosis and Serious Mental Health Disorders*. Presentation and training for supervisors in the community (Approved by the Montana Board of Behavioral Health) presented at the University of Providence, Montana.
- 2017 Lindinger-Sternart, S. (2016, March). *Prevention of Burnout in Clinical Supervisors*. Presentation and training for supervisors in the community (Approved by the Montana Board of Behavioral Health) presented at the University of Providence, Montana.
- 2018 Lindinger-Sternart, S. (2018, May). *Domestic Violence*. Presentation and training for coordinators and employees for mental health services in the Indian Reservation Rocky Boy (presented at the Indian Reservation Rocky Boy, Montana).
- 2017 Lindinger-Sternart, S. (2016, March). *Prevention of Burnout in Clinical Supervisors*. Presentation and training for supervisors in the community (Approved by the Montana Board of Behavioral Health) presented at the University of Providence, Montana.
- 2016 Lindinger-Sternart, S., Jain, S., & Therthani, S. (2016). *Examining Attitudes Toward Virtual Professional Counseling in College Students*. Study presented at the 8<sup>th</sup> EAI International Conference on e-Infrastructure and e-Services for Developing Countries, Ouagadougou, Burkina Faso.
- 2016 Lindinger-Sternart, S. (2016). *Prevention of Suicide: Community Project with Applied Logic Model*. Presentation and consultation for the implementation of a suicide community project in Great Falls, Montana.
- 2016 Lindinger-Sternart, S. (2016, June). *Motivational Interviewing: Theory and Application*. Presentation and training for coordinators for homeless veterans in the state of Montana (presented in Great Falls, Montana).
- 2016 Lindinger-Sternart, S. (2016, March). *Supervisory Training: Supervision models and application*. Presentation and training for supervisors in the community (Approved by the Montana Board of Behavioral Health) presented at the University of Great Falls, Montana.
- 2014 Jain, S., & Lindinger-Sternart, S. (2014, March). *Emotional intelligence: Imperative for the organizationally relevant outcomes for school counselors*. Poster presented at the American Counseling Association (ACA) conference in Honolulu, Hawaii.
- 2014 Lindinger-Sternart, S. (2014, February). *Alcohol and Substance Use Disorders and Cognitive-Behavioral Interventions*. Presentation at the National Seminar on Emerging Trends in Applied Psychology, VBS Purvanchal University, Jaunpur, India.
- 2013 Lindinger-Sternart, S., Chakaryan, H., Dong, Y-F., & Kuzubova, K. (2013, April). *Experiences and perceptions of international students who pursue a counseling degree in the United States*. Moderated a roundtable discussion at the Spring Conference of Ohio Association for Counselor Education and Supervision, Columbus, Ohio.
- 2013 Lindinger-Sternart, S. (2014, March). *Eating disorders: Diagnosis and Treatment*. Presentation for clinicians at the College Counseling Center at the University of Toledo, Ohio.

## SYLVIA LINDINGER-STERNART, PhD

- 2012 Lindinger-Sternart, S. (2012, April). *Life review in elderly: An empirical study*. Poster presented at the 19<sup>th</sup> Annual Symposium on Research in Psychiatry, Psychology, & Behavioral Sciences, Toledo, Ohio.
- 2012 Garrett-Ruffin, S., & Lindinger-Sternart, S. (2011, March). *Using inoculation theory to explore the effects of a You-Tube video on body image among women aged 18-25 years old*. Poster presented at the American Counseling Association's Annual Conference, New Orleans, Louisiana.

### TEACHING EXPERIENCE

#### ASSISTANT PROFESSOR (Tenure-track)

2018	MSC 606: Multicultural Competence in Counseling	University of Providence, U.S.
2018	MSC 527: Evidence Based Practice & Outcome Ev.	University of Providence, U.S.
2018	MSC 517: Techniques of Counseling	University of Providence, U.S.
2018	MSC 607: Group Counseling	University of Great Falls, U.S.
2018	MSC 516: Research and Statistics in Counseling	University of Great Falls, U.S.
2018	MSC 553: The Addicted Client	University of Great Falls, U.S.
2017	MSC 606: Multicultural Competence in Counseling	University of Providence, U.S.
2017	MSC 527: Evidence Based Practice & Outcome Ev.	University of Providence, U.S.
2017	MSC 517: Techniques of Counseling	University of Providence, U.S.
2017	MSC 607: Group Counseling	University of Great Falls, U.S.
2017	MSC 516: Research and Statistics in Counseling	University of Great Falls, U.S.
2017	MSC 553: The Addicted Client	University of Great Falls, U.S.
2016	MSC 606: Multicultural Competence in Counseling	University of Great Falls, U.S.
2016	MSC 597: Advanced Internship Counseling (Concentration on REBT Counseling)	University of Great Falls, U.S.
2016	MSC 500: Professional Orientation and Ethics	University of Great Falls, U.S.
2016	MSC 617: Advanced Techniques in Counseling	University of Great Falls, U.S.
2016	MSC 597: Advanced Internship Counseling (Concentration on Child Counseling)	University of Great Falls, U.S.
2016	PSY 241: Theories of Helping	University of Great Falls, U.S.
2015	MSC 512: Theories in Counseling	University of Great Falls, U.S.
2015	MSC 596: Advanced Internship Counseling (Concentration on REBT Counseling)	
2015	MSC 500: Professional Orientation and Ethics	University of Great Falls, U.S.
2015	MSC 512: Theories in Counseling	University of Great Falls, U.S.

#### ASSISTANT PROFESSOR (Visiting Professor)

2015	CNED 525: Assessment & Testing in Counseling	Penn State University, U.S.
2015	CNED 595A: Practicum, Section 3	Penn State University, U.S.
2015	CNED 595G: Internship, Section 2	Penn State University, U.S.
2015	RHS 302: Client Assessment Rehabilitation & Human Services	Penn State University, U.S.

## SYLVIA LINDINGER-STERNART, PhD

2014	CNED 501: Theories in Counseling, Section 2	Penn State University, U.S.
2014	CNED 526: Research in Counseling	Penn State University, U.S.
2014	RHS 302: Client Assessment Rehabilitation & Human Services	Penn State University, U.S.

### GRADUATE ASSISTANT (Instructor of Record)

2014	COUN 4240: Alcohol & Subst. Abuse Techniques	University of Toledo, U.S.
2013/14	COUN 3140: Prevention of Alcohol and Substance Abuse	University of Toledo, U.S.
2012/13	COUN 4240: Alcohol and Substance Abuse Treatment	University of Toledo, U.S.
2011/12	COUN 3220: Theories in Mental Health	University of Toledo, U.S.

### GRADUATE ASSISTANT (Supervision of Masters' Students)

2012/13	COUN 5190: Counseling Practicum	University of Toledo, U.S.
2011-13	COUN 7140: Counseling Theories and Advanced Techniques	University of Toledo, U.S.

## ACADEMIC ADVISING/SUPERVISION EXPERIENCE

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### ASSISTANT PROFESSOR (Tenure-track)

2018	Master of Science in Counseling: Graduates (Academic Individual Supervision)	University of Providence, U.S.
2017	Master of Science in Counseling: Graduates (Group supervision & Individual Supervision)	University of Great Falls, U.S.
2016	Master of Science in Counseling: Graduates (Group supervision)	University of Great Falls, U.S.
2016	Psychology: Undergraduate students	University of Great Falls, U.S.
2015	Psychology: Undergraduate students	University of Great Falls, U.S.
2015	Counselor Education: Supervision doctorates (Individual supervision)	Penn State University, U.S.
2015	Counselor Education: Supervision graduates	Penn State University, U.S.
2014	Master of Arts in Counseling: Graduates (Triadic supervision)	University of Toledo, U.S.
2013	Master of Arts in Counseling: Graduates	University of Toledo, U.S.

### CLINICAL EXPERIENCE (Service and Internships)

2017 – present	<b>Rocky Front Counseling</b> , Counseling Agency Duties: Diagnostic, treatment planning, Individual counseling, couple counseling, psychological assessments	Great Falls, Montana, U.S.
2015 – 2016	<b>Center for Mental Health</b> , Community Agency Duties: Diagnostic, treatment planning, Individual counseling, psychological assessments	Great Falls, Montana, U.S.

## SYLVIA LINDINGER-STERNART, PhD

2013 - 2012	<b>College Counseling Center</b> , University Duties: Diagnostic, treatment planning, Individual counseling, psychological assessments Group counseling: Trauma, Eating disorders	University of Toledo, U.S.
2011	<b>Allies for Mental Health</b> , Private Practice Duties: Diagnostic, treatment planning, Individual counseling, psychological assessments Couple counseling, family counseling	Great Falls, Montana, U.S.
2010	<b>Devlac Hall</b> , Inpatient Clinic Substance Abuse Duties: Diagnostic, treatment planning, Individual counseling for comorbid disorders Group counseling: Trauma, relapse prevention	Bowling Green, Ohio, U.S.
2009	<b>Psychiatric Clinic</b> , Klinikum Wels, Psychiatry In-patient Psychiatry – Acute and intensive Psychia Duties: Diagnostic, psychological testing, Rorschach Test, individual psychotherapeutic interventions	Wels, Austria
2007	<b>Psychiatric Clinic</b> , Wagner-Jauregg, Psychiatry, Neurology, & Neurosurgery. Neurology Department Duties: Diagnostic, neuro-psychological assessment cognitive training, psychotherapeutic interventions	Linz, Austria
2004	<b>Psychosomatic Clinic</b> , Adula Clinic for Psychosomatic and Psychotherapy. Inpatient Department, Intense Psychotherapy; Duties: Diagnostic, crisis interventions, therapy; Applied psychotherapeutic treatments: Bonding Therapy– Intense trauma treatment; Psychodynamic therapy, CBT, systemic therapy; Settings: individual, group, and family therapy	Obersdorf, Germany

### ADDITIONAL CAREER EXPERIENCE

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#### INDUSTRY/BUSINESS TECHNOLOGY

1997- 2004	Job title: <b>Leading project manager</b> in electrical engineering/technology Accomplishments: Profitable projects	VA Tech Elin EBG, Linz, Austria
1980- 1997	Job title: <b>Technical engineer</b> Accomplishments: 3-D designing of technological equipment with Computer Aided Design (AutoCAD), programming (AutoLISP)	VA Tech Elin EBG, Linz, Austria

**SIGNIFICANT LEADERSHIP EXPERIENCE**

2016-2019	<b>Program Director M.S. in Clinical Mental Health Counseling (MSC)</b> Accomplishments: CACREP Accreditation Liaison - Submission of Self-study within 12 months of service Received CACREP Accreditation 07.31.17	University of Providence, MT, U.S.
1997- 2004	<b>Leading Project Manager</b> Accomplishments: Profitable projects Annual Revenue: 3 Million Euros	VA Tech Elin EBG, Linz, Austria

**SIGNIFICANT ACCOMPLISHMENTS**

ACCREDITATION

2016- Present	<b>(CACREP) Accreditation Liaison</b> Established a Counselor Education <b>Advisory Council</b> , Provision of <b>Supervisory Training</b> <b>Self-Study submitted</b> on July 6 <sup>th</sup> , 2016 <b>Received CACREP Accreditation 07/2017</b> <b>Received Full CACREP until 2025 07.2019</b>	University of Great Falls, MT, U.S.
2016	<b>Initiation Taskstream / Implementation</b> In the MSC program - Electronic Assessment For Student Performances and ePortfolios	University of Great Falls, MT, U.S.

INVITED KEY NOTE SPEAKER

2016	Presentation for Mental Health Professionals <b>Prevention of Bullying</b>	Benjamarsin University, Borneo Indonesia
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CONSULTATION

2014	Proposal for development of a <b>College Counseling Center (CCC)</b>	Ashoka University, New Delhi, India
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HUMANITY/COMMUNITY

2009	<b>Launched Private Initiative Donations</b> to support flood victims in India	Ennsdorf, Upper Austria, Austria
2007	Launched a program for <b>Healthy Communities</b> (physical and mental health)	Micheldorf, Upper Austria, Austria



## SYLVIA LINDINGER-STERNART, PhD

### INDUSTRY/BUSINESS TECHNOLOGY

- 1997-2004 **Profitable project management** and Excellent key account management in Electrical Engineering/Technology: (Electricity for 150 trains); annual revenue of 3 million Euros. VA Tech Elin EBG, Linz, Austria
- 2003 **Led Team of International Business Partners** at leadership development training to set future goals for collaborations VA Tech Elin EBG, Linz, Austria
- 1998 **Evaluation and Analysis of job satisfaction** through developed surveys in two administrative departments. **Launching workshops successfully** to challenge the reported problems in employees. Title: *Communication competences and enhancement of self-esteem.* Quelle GmbH, Linz, Austria

### PROFESSIONAL DEVELOPMENT

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#### SERVICE TO THE COUNSELING PROFESSION

- 2018 Symposium Indian Family Health Clinic, Addiction and Suicide Prevention Great Falls, Montana, U.S.
- 2017 CACREP Accreditation of M.S. Program Great Falls, Montana, U.S.
- 2016 Community Health Improvement Symposium Great Falls, Montana, U.S.
- 2015 Proposal Global Competence to Foster Diversity State College, PA, U.S.
- 2015 Proposal International Committee ACA (Vision, Mission, Values)
- 2014 Inauguration Function CACREP President Jaunpur, India
- 2014 OACES - Program Reviewer Kansas City, Kansas, U.S.
- 2012 North Central ACES - Program Reviewer Columbus, Ohio, U.S.
- 2009 ORA Conference - Volunteer Columbus, Ohio, U.S.

#### TRAININGS & WORKSHOPS ATTENDED

- 2018 Art Therapy and Counseling Pre-Conference, ACA, Atlanta, U.S.
- 2018 Effective Couple Counseling Techniques Pre-Conference, ACA, Atlanta, U.S.
- 2016 CBT for Children - Trauma Focused Center for Mental Health, MT, U.S.
- 2015 Certificate DDC Distance Counseling Training Renewed Vision Couns. Services, U.S.
- 2015 Introduction to Telemental Health Institute for Research, Training, & Ec
- 2015 Educational Equity Strategic Planning to Foster Diversity Penn State University, PA, U.S.
- 2015 Foundation Grants: A Systematic Approach to Private Foundation Social Science Research Institute, U.S.



## SYLVIA LINDINGER-STERNART, PhD

2015	The Grant-Writing & Review Process at NIH	Social Science Research Institute, U.S.
2015	Advice from Hiring Committees - Plenary	Penn State University, PA, U.S.
2015	Working Effectively with a Co-Teacher	Schreyer Instit. Teaching Excellence
2015	Building Your Teaching Confidence	Schreyer Instit. Teaching Excellence
2015	Certificate DDC Distance Counseling Training	Renewed Vision Counseling Serv., U.S.
2014	Using Item Analysis to Improve Multiple Choice Tests	Penn State University, PA, U.S.
2014	Assessments to Improve Teaching & Learning	Penn State University, PA, U.S.
2014	Recognizing and Reporting Child Abuse	Penn State University, PA, U.S.
2013	Mindfulness Therapy – Individual/Group	Cincinnati, Christian University, U.S.
2012	Cognitive Process Therapy – Individual/Group	Cincinnati, VA Hospital, Ohio, U.S.
2010	Understanding Needs of Military Service Members and Their Families	Bowling Green, Ohio, U.S.
2005	Creative Methods for Psychotherapy	Munich, Germany
2004	Bonding - Psychotherapy – George Rick (NYC)	Oberstdorf, Germany
2001	Communication for Female Leaders	WIFI, Linz, Austria
2000	Project Management Training (50 clock hours)	Vienna, Austria
1999	Leadership in Industry & Business	Vienna, Austria
1998	Economy and Pedagogies (2 semesters)	College of Education, Linz, Austria
1996	Play and Pedagogies (4 semesters)	College of Education, Linz, Austria

### CONFERENCES ATTENDED

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2017	American Counseling Association (ACA)	San Francisco, CA
2016	American Counseling Association (ACA)	Montreal, Canada
2015	American Counseling Association (ACA)	Orlando, Florida
2014	American Counseling Association (ACA)	Honolulu, Hawaii
2014	National Seminar on Emerging Trends in Applied Psychology	Jaunpur, India
2013	American Counseling Association	Cincinnati, Ohio
2012	All Ohio Counseling Association	Columbus, Ohio
2012	Symposium Psychiatry, Psychology, and Behavioral Sciences	Toledo, Ohio
2011	American Counseling Association (ACA)	New Orleans, Louisiana
2009	Ohio Rehabilitation Association (ORA)	Columbus, Ohio
2008	Congress of Gerontology	Linz, Austria
2007	Congress of Psychology and Spirituality	Salzburg, Austria
2005	Congress of Clinical Psychology	Dresden, Germany
2004	Congress of Prenatal Psychology	Salzburg, Austria

### ADDITIONAL SKILLS & QUALIFICATIONS

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Computer Skills	Microsoft Office, Access, Statistical Package for Social Sciences (SPSS)
Language Skills	German (native), English (advanced), French (basic)
System Analysis	Determining how an organizational system should work and how Changes in functions and environment will affect outcomes.
Online Education Tools	Blackboard, Angel, Moodle
Assessment Tool	Taskstream

## SYLVIA LINDINGER-STERNART, PhD

### AWARDS AND HONORS

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- 2010 Award – Fritz-Freyschlag for Solidarity and Humanity, Linz, Austria  
2009 Award – Excellent Assistance of International Students, BGSU, Bowling Green, Ohio, U.S.  
2004 Award - Winner of International Creative Competition, Painting, Linz, Austria  
2003 Award - Winner of International Creative Competition, Painting, Linz, Austria  
2001 Award - Leonardo - Process Oriented Improvements in Organizations, Linz, Austria

### PROFESSIONAL AFFILIATIONS

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American Counseling Association (ACA)  
Association for Multicultural Counseling and Development (AMCD)  
American Rehabilitation Counseling Association (ARCA)  
Association for Counselor and Education and Supervision (ACES)  
Ohio Counseling Association (OCA)  
Chi Sigma Iota (CSI)

### PROFESSIONAL SERVICE

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Present Leader of Research Team (Suicide Prevention Project)	Local Advisory Board
Present Committee for Student Appeals	University of Providence
Present Graduate Council for Graduate Programs	University of Providence
Present Council for Accreditation of Counseling & Related Educational Programs (CACREP) Accreditation Liaison (UGF)	University of Great Falls
Present Committee Member for Curriculum Development (3. Year)	University of Providence
2015 Judge for Speech Competition – Undergraduate Students	University of Great Falls
2015 Judge for Graduate Research Symposium,	Penn State University
2015 Volunteer Student Discussion - Social Justice, Race, & Racism	Penn State University
2015 Affiliate Member Commission on Racial/Ethnic Diversity	Penn State University
2014 – Volunteer (CORED) Spring Symposium – Diversity	Penn State University
2015 Volunteer Workshop Enhancing Diversity & Cultural Sensitivity	Penn State University
2015 Affiliate Member Diversity & Community Enhancement	Penn State University
2014 – Committee (DCED) College of Higher Education	

### ADDITIONAL INTERESTS

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Painting	First exhibition painting, Linz, Austria, Europe, 2004
Physical activities	Yoga, jogging, hiking
Mindfulness meditation	Eastern Philosophies & Western Philosophies
Cooking	Preference to cook healthy and international meals
Environment protection	Volunteering - environment protection projects, Austria
Travel experience	33 European countries, Africa, Singapore, Malaysia, Borneo, United States, India, Brazil, Canada, Japan, Indonesia

### Publication - Signature of Montana

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<https://www.signaturemontana.com/features/summer-2017/>



**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:		Date of Application:
ADVISORY COMMISSION ON INTERNATIONAL RELATIONSHIPS		08/16/2019
Name:		
Sachin Jain		
Home Address:		Email address:
113 17th Street North, Great Falls MT 59401		sachin.jain@uprovidence.edu
Home Phone:	Work Phone:	Cell Phone:
208-779-0323		208-779-0323
Occupation:	Employer:	
Director & Associate Professor Counseling	University of Providence	
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 was born in India moved to USA 15 years ago. I completed Ph.D in Counselor Education and Supervision at the University of Wyoming and have provided services in over 30 countries. I am licensed professional counselor and certified K-12 Mathematics & Physics teacher.		
Educational Background: Bachelors of Commerce, CSJM Kanpur University, Kanpur, India. M.A., Applied Psychology (Clinical Psychology), V.B.S. Purvanchal University, Jaunpur, India. PhD, University of Wyoming, Laramie, WY.		
<b>IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:</b>		
Previous and current service activities: I have published two books, 35 articles in peer-reviewed journals and numerous presentations and book chapters. Some of the awards include the "Outstanding Dissertation in Counseling" from the American Educational Research Association; "Outstanding contribution to scholarship" awarded by the University of Idaho; "Advocacy Award" from Association for Multicultural Counseling and Development.		
Previous and current public experience (elective or appointive): I was the past President of Indian Association of Mental Health counselors, member of the American Counseling Association's International committee & Council for Accreditation of Counseling & Related Educational Programs international steering committee. In past I had taught in counselor education programs at the Oakland University, University of Texas-Pan American, University of Idaho and served in the Michigan Army National Guard. He has received 30 grants including from Humanities councils at Michigan, Texas, Idaho and Wyoming.		
Membership in other community organizations: American Counseling Association- Member Association for Counselor Education and Supervision- Member Association for Multicultural Counseling and Development- Member Great Falls Counseling Association- Treasurer (2019-Present)		

Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?	
Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?	
Please describe your interest in serving on this board/commission? Growing up as a minority in a country where I was denied access to opportunities just by my last name, have led to the development of a passion in me to see all humans on the same level regardless of race, sex, cultural background or socioeconomic status. The counselor and the educator parts of me always deal with cultural diversity in my counseling sessions with clients, in each meeting with my colleagues and students, and every such moment is a moment of spiritual growth for me. These moments help me to feel the common thread among individuals, to break from my shell, and to feel the beauty of the world outside my own beliefs. I believe participating on the Advisory Commission on International Relationships will give me a platform to provide community-engaged service.	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? As an international graduate student during my doctoral program, I was greatly impacted by a white racial identity workshop during the 2004 American Counseling Association convention. The statement within that workshop that prompted my journey on social justice was "Anyone who is non-White is a Black". Following my experience in that workshop, I felt compelled to develop workshops that provided a more global and culturally inclusive discussion of multicultural issues. In the past fifteen years, I have had 35 refereed publications, 40 funded research projects, and more than 50 paper presentations at the international, national and regional level. I believe my experience will help ACIR for facilitating international programs in Great Falls.	
Additional comments:	
Signature	Date:

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

**Return this form to:**

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

Fax:  
(406) 727-0005

Email:  
kartis@greatfallsmt.net

ACIR meeting 8/27/2019  
7:00 pm  
Rainbow Room, Great Falls Civic Center

Present:

Members: Sandra Erickson, Lana Kadoshnikov, Anna Schendel, Kathy Craig, Charity Jacobsen, Nicole Jone

Guests: Ana Micheli, Keith Tokerud, Sachin Jain, Sylvia Lindlinger Sternart, Lynn Baker

The meeting opened at 7:00 p.m.

The minutes of the last meeting were approved.

There was an account balance of 19770.37

Due to the schedules of some of the members, an item of new business was conducted first

New business

Sylvia Lindlinger Sternart and Sachin Janin had filled out citizen interest forms to serve on ACIR

Charity motioned, Kathy seconded that ACIR accept applicants and recommend them to the city commission for ACIR membership. Motion carried.

Kathy motioned to have ACIR pay the expenses for the Lethbridge trip for Lana and Charity. Anna seconded. The motion carried.

Old business then commenced

The 2019 Ukrainian hosting was successful.

Lana reported on her visit to Lethbridge, our sister city. She said it was a great visit. Dignitaries present included a Russian consul, Canadian government officials and a singer. 3 trees were planted.

A citizenship ceremony is coming in September.

Ana Micheli represented Foothills School. She is a teacher there and the organizer of the international fair which showcases foods, exhibitions, songs and dances of different countries. She said they would like more community involvement and that it is not religious. They are interested in receiving a donation and a partnership.

Lana motioned to help fund and sponsor the program. Anna seconded.

Discussion ensued. Last year ACIR donated \$1000 from which 20 flags were bought. It also helped with buying food.

Lana amended here motion to have ACIR donate \$2000 to Foothills to help with the International Festival. Kathy seconded. Motion carried.

Lana recommended that students from home schools and public schools should also be invited.

Sandra will send information on upcoming city council meetings so someone from ACIR can update them on our activities.

Back to new business

Potential Open World hosting

Sandra submitted 3 applications for hosting.

An Armenian delegation who wish to study judicial rule of law in June

A Turkmenistan delegation who wish to study sustainable tourism in May

A Tajikistan delegation who wish to study education in the US in September.

We await the results.

Other business

Jean Myers. She was appointed to the board in May but apparently is moving away from Great Falls.

Public comment

When asked if we have a Facebook page or web page, the answer was yes but they are not very active.

<https://www.facebook.com/ACIRGreatFalls/>

Next meeting will be in October.

The meeting was adjourned at 8:10.



**JOURNAL OF COMMISSION PROCEEDINGS**  
**October 1, 2019**

Regular City Commission Meeting

Mayor Bob 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, Bill Bronson, Mary Sheehy Moe, and Owen Robinson. Commissioner Tracy Houck was excused. Also present were the Deputy City Manager Chuck Anderson; Deputy City Clerk Darcy Dea; Public Works Director Jim Rearden; Planning and Community Development Director Craig Raymond; Finance Director Melissa Kinzler; City Attorney Sara Sexe; and, Police Chief Dave Bowen.

**AGENDA APPROVAL:** Deputy City Manager Chuck Anderson reported that there were minor changes to Exhibit A for Agenda Item 15 that were updated after original posting on the City's website. The City Commission approved the Agenda.

**CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS:** None.

1.

**PROCLAMATIONS**

Commissioner Moe read a proclamation for YWCA Week Without Violence (October 14-18, 2019), Commissioner Bronson read a proclamation for Dodie Pinski Day (October 1, 2019), and Mayor Kelly read a proclamation for Family Promise Week (October 20-26, 2019).

**PETITIONS AND COMMUNICATIONS**

2. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Referring to a previous Commission meeting, John Hubbard, 615 7<sup>th</sup> Avenue South, commented that he made an error about the statistics with regard to the contaminant level in the water supply.

**NEIGHBORHOOD COUNCILS**

3. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

**BOARDS & COMMISSIONS**

4. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM BOARDS AND COMMISSIONS.**

Referring to the Complete Count for the Census 2020, Commissioner Robinson reported that the current estimate for every person not counted in this state will result in a loss of \$2,000 per year for 10 years. He noted the importance of a complete count, and urged everyone to fill out and complete the census so that the state receives appropriate federal funds.



**JOURNAL OF COMMISSION PROCEEDINGS**

**October 1, 2019**

**5. APPOINTMENT TO THE GOLF ADVISORY BOARD.**

**Commissioner Moe moved, seconded by Commissioner Bronson, that the City Commission appoint Dennis W. Heppner as a Non-League Member for the remainder of a three-year term through March 31, 2022.**

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 4-0.

**CITY MANAGER**

**6. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Deputy City Manager Chuck Anderson reported on the following:

- Park and Recreation personnel are diligently working on downed tree removal from the boulevard district from a recent snowstorm. Citizens who are not within the boulevard district need to have downed trees removed from their property.
- Concerns from neighbors about exceeding noise limits, and safety issues at a group home at the last Commission meeting are being addressed.

Police Chief Dave Bowen added that Police Officer Otis Dille collaborated with Quality Life Concepts, neighbors, and the Neighborhood Council about noise complaints and safety issues at the group home, and noted that there has been progress with resolving the issue.

Mayor Kelly commended Chief Bowen for his immediate and effective response with regard to addressing those concerns from a previous Commission meeting.

**CONSENT AGENDA.**

7. Minutes, September 17, 2019, Commission Meeting.
8. Total Expenditures of \$3,129,942 for the period of September 5, 2019 through September 18, 2019, to include claims over \$5000, in the amount of \$2,863,708.
9. Contracts List.
10. Lien Release List.
11. Authorize the City Manager to execute the contract for the City of Great Falls participation in the State of Montana Cooperative Purchasing Program.

**JOURNAL OF COMMISSION PROCEEDINGS**

**October 1, 2019**

12. Accept the Assistance to Firefighters Grant in the amount of \$122,673.63 to purchase powered extrication equipment for Great Falls Fire Rescue.
13. Postpone consideration of the design selection and bid award for the Creative Mural/Logo Design and Painting of the Gore Hill Water Tower project until the October 15, 2019 Commission meeting. **OF 1625.9**
14. Approve the bid award for butterfly valves and actuators to Core and Main in the amount of \$254,504.00. **OF 1637.1**

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

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

Mayor Kelly expressed appreciation to Fire Chief Steve Hester for his efforts with regard to Item 12.

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

Motion carried 4-0.

**PUBLIC HEARINGS**

15. **ORDINANCE 3205, AMENDING TITLE 17 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF): RESERVING CHAPTERS 9 THROUGH 11; AND, REPEALING AND REPLACING CHAPTER 12 PERTAINING TO ADMINISTRATIVE AND ENFORCEMENT BODIES.**

City Attorney Sara Sexe reported that the first proposed change amends Articles one and two to move zoning approval provisions from the Planning Advisory Board (PAB) provisions to the Zoning Commission (ZC) provisions. This amendment will be consistent with State Law and current practice.

The second proposed substantive change is to eliminate repetitive election, membership, and officer regulations pertaining to the ZC. The ZC is comprised of the same membership, term limits, and elected officers as the PAB.

The final proposed substantive change is removing the Airport Zoning and Hazard Board designations from the ZC and Board of Adjustment. These designations are not required under Montana Law and are inconsistent with current practice.

Since the original posting on the City's website, City Attorney Sexe explained that there were minor amendments to Exhibit A, and language changes to Exhibit B with regard to the number of members for quorum requirements.

**JOURNAL OF COMMISSION PROCEEDINGS**  
**October 1, 2019**

Mayor Kelly declared the public hearing open.

No one spoke in support of or opposition to Ordinance 3205.

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

**Commissioner Bronson moved, seconded by Commissioner Robinson, that the City Commission adopt Ordinance 3205.**

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

Commissioner Moe inquired about the status of the variable membership of the Planning Advisory Board, and mentioned that there was difficulty coming up with five board members at a previous Planning Advisory Board meeting. Commissioner Moe suggested changing the number of board members to seven.

In response to Commissioner Moe's inquiry about the variable membership, Commissioner Bronson responded that the City decided to maintain nine members consistent with the former City-County Planning Board.

Commissioner Bronson commented that it is difficult to find interested and qualified individuals to serve on the board, and the City has to be cognizant of quorum requirements and other provisions of state law.

City Attorney Sexe explained that the recommendation of the addition of seven board members is the statutory minimum for planning decisions, and noted that there has been difficulty with regard to obtaining a quorum for the Planning and Advisory Board meetings.

Planning and Community Development Director Craig Raymond reported that at the last Planning Advisory Board meeting there was almost a lack of a quorum. The Chair of the Planning Board requested that a discussion of having seven board members, instead of nine, be an agenda for the next Planning Advisory Board meeting.

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

Motion carried 4-0.

**16. AMENDMENT TO A 2004 DEVELOPMENT AGREEMENT DATED JUNE 15, 2004 TO REVISE CONDITIONS #1 AND # 5 OF SAID AGREEMENT PERTAINING TO DEVELOPMENT OF LOTS 1 THROUGH 7, BLOCK 582, FIFTH ADDITION TO GREAT FALLS TOWNSITE.**

Planning and Community Development Director Craig Raymond reported that in 2004, Mr. Lee Janetski sought approval from the City in order to rezone the property from Residential to I-1 Light Industrial. At the time, the City negotiated a Development Agreement with Mr. Janetski, which set forth certain conditions of approval of the re-zoning action.

## JOURNAL OF COMMISSION PROCEEDINGS

October 1, 2019

Recently, the City Manager's office received a letter from Realtor Darrell Stroud, with Dustin Young & Company. The letter explained that selling and ultimately developing the property was not feasible due to conditions # 1 and #5 in the 2004 agreement.

Condition #1 is a typical condition that the City will apply on most rezone, annexation or other land use actions to account for who is obligated to share in certain infrastructure improvements that may occur subsequent to or because of the pending land use action. The owner's request is that the condition be amended. The proposed change removes the specific language pertaining to paying a proportionate share of costs for street construction in favor of language that essentially waives any right to protest the creation of a Special Improvement District.

Condition #5 pertained to language that restricted the use of the property such that it would not "create objectionable noise, odor, smoke, fumes, vapor, dust or gas." The applicant feels that this is very subjective and ambiguous language that could have many different meanings.

Upon review of the situation and the context of the surrounding properties, staff finds that removing the old language in favor of relying on the general standards for uses and the impact of those uses that are typically allowed in the I-1 zoning district should be appropriate for this area, and should not negatively affect the surrounding properties.

In addition to the standard limitations provided for in the zoning code as to use, the Official Code of the City of Great Falls (OCCGF) provides additional provisions for abatement of nuisances, should such a public nuisance become a problem.

Commissioner Robinson stepped out at 7:39 p.m. and returned at 7:41 p.m.

Mayor Kelly declared the public hearing open.

No one spoke in support of or opposition to the requested amendment to the Development Agreement.

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

**Commissioner Bronson moved, seconded by Commissioner Robinson, that the City Commission approve the requested amendment to the Development Agreement approved by the Commission on June 15, 2004.**

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

Commissioner Bronson explained that the amendment addresses issues of creating a balance between commercial or industrial development near residential areas.

There being no further discussion, Mayor Kelly called for the vote.  
Motion carried 4-0.

**JOURNAL OF COMMISSION PROCEEDINGS**

**October 1, 2019**

**17. RESOLUTION 10316, ESTABLISHING RESIDENTIAL AND COMMERCIAL WATER, SEWER AND STORM DRAIN UTILITY SERVICE RATES EFFECTIVE NOVEMBER 1, 2019.**

Public Works Director Jim Rearden reviewed PowerPoint slides pertaining to the rate adoption process, as well as the proposed rates pursuant to the Cost of Service Study for residential and commercial customers for water, sewer and storm drain utilities. The City has built the new Gore Hill water tower, refurbished Ella Avenue and Skyline water storage tanks, and is building towards the future with new river crossings and upgrades to the water plant.

If adopted, the average residential customer bill will increase 3% or \$1.21 per month and the average commercial customer bill will increase 4% or \$5.56 per month. Great Falls still has the lowest utility rates in the state.

Written correspondence was received from **Michael and Tracy Bailey**, 2507 7<sup>th</sup> Avenue North, expressing opposition to the rate increase.

Mayor Kelly declared the public hearing open.

No one spoke in favor of Resolution 10316.

Speaking in opposition to Resolution 10316 was:

**John Hubbard**, 615 7<sup>th</sup> Avenue South, expressed concern with regard to contaminant levels in the water supply and he spoke in opposition to the water rate increase.

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

**Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission adopt Resolution 10316, establishing residential and commercial water, sewer, and storm drain utility service rates effective November 1, 2019.**

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

Commissioner Moe inquired if there were any current reserves that could be applied to the water fund. Finance Director Melissa Kinzler responded that \$13.1 million in capital improvements in the water fund is being utilized for this year.

Commissioner Moe received clarification that regulations require the City to spread out capital improvements over time, and that a gradual rate increase done yearly, prevents a more substantial rate increase.

Referring to the water quality, Public Works Director Jim Rearden explained that the highest readings for contaminant levels was in August, 2018; however, he reported that the City is now in compliance.

# JOURNAL OF COMMISSION PROCEEDINGS

October 1, 2019

Referring to rate increase notifications in the utility bills, Mayor Kelly suggested that the effective date be more noticeable in future notifications.

Referring to the average monthly utility bill PowerPoint slide, Commissioner Moe commented that residential water rates are lower in 2019 than in 2017.

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

Motion carried 4-0.

## OLD BUSINESS

18. **AMENDMENT TO ANNEXATION AGREEMENT DATED APRIL 4, 1995 WITH THE GREAT FALLS INTERNATIONAL AIRPORT TO CLARIFY OWNERSHIP AND RESPONSIBILITIES OF ROADWAYS, EASEMENTS AND RIGHTS-OF-WAY ON AIRPORT PROPERTY.**

Deputy City Manager Chuck Anderson reported that the Great Falls International Airport Authority (GFIAA) is a regional airport authority responsible for the maintenance and operation of the Great Falls International Airport. The GFIAA was created by a joint resolution of the City and Cascade County on January 15, 1980. On April 4, 1995 the City and GFIAA entered into an Annexation Agreement for Great Falls International Airport by which the City agreed to convey to the GFIAA the real property comprising the airport and upon which improvements owned by the GFIAA were situated in exchange for the GFIAA's agreement to annex the airport into the City.

Differences in interpretation of the Annexation Agreement language relating to roadways on airport property have occurred throughout the intervening years since the annexation. The Annexation Agreement contains several references to the roads located on the airport property, including:

- "Roadways which will remain public roads, in the control and responsibility of the City."
- "Excepting only street maintenance assessments, upon annexation the City shall not extend the boundaries of any maintenance or special improvement district to include Authority owned properties without the prior written consent of the Authority."
- "Roadways contained within the real property retained by the City, shall remain public roads, in the control and responsibility of the City."

The Contract provided for the GFIAA to assume street maintenance for the public roads on the airport and payment of an administrative fee to the City. The Contract was extended to July 1, 2010 by a Street Assessment Agreement dated July 1, 2005. That agreement was for a stated 5-year term with two additional 5-year terms. The GFIAA gave notice to the City on November 30, 2009 that it desired to extend the agreement for an additional five years.

## JOURNAL OF COMMISSION PROCEEDINGS

October 1, 2019

In 2014 and 2015, the GFIAA underwent processes to obtain ownership of roadways within the GFIAA boundaries, from the Montana Department of Transportation (MDOT) and the City had an easement on these roadways. The transfer of ownership to the Airport, via a Quitclaim Deed from the MDOT occurred on December 21, 2015. The City of Great Falls extinguished its corresponding easement.

In 2017, the City and the GFIAA resolved a pending dispute over ownership of property affected by the 1995 Annexation Agreement. The City agreed to quitclaim property on which the City's Emergency Communications Center (ECC) is located, to the GFIAA, as the GFIAA would not release the FAA grant obligations on the property, a contractual requirement for the transfer.

The City maintains the GFIAA is subject to the street maintenance assessment based in part upon the 1995 Annexation Agreement. The GFIAA maintains it cannot be assessed street maintenance fees based on the federal prohibition on revenue diversion.

The City received communication from the FAA which supported the GFIAA's position on April 1, 2019. The issues involved in the street maintenance assessment arose in part because of differing interpretations about the Annexation Agreement language, as relating to roadways on airport property. As public bodies with a long history of collegial and collaborative actions working for the betterment of Great Falls and its surrounding area, the parties desire to resolve the issues surrounding street maintenance assessments. With this amendment to the Annexation Agreement, these differing interpretations will be removed to clarify that the GFIAA owns, maintains and is responsible for all roadways on the annexed airport property.

During the Commission meeting on September 17, 2019, the City Commission discussed the amendment in detail but moved to table the item until the Airport Authority Board had a chance to review and approve the amendment. The Airport Board met on Tuesday, September 24, 2019 and approved the amendment.

**Commissioner Moe moved, seconded by Commissioner Bronson, that the City Commission remove the Amendment to Annexation Agreement dated April 4, 1995 from the table.**

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 4-0.

**Commissioner Robinson moved, seconded by Commissioner Moe, that the City Commission agree to enter into the Amendment to Annexation Agreement dated April 4, 1995 for the purpose of clarification of the Annexation Agreement terms.**

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

**John Faulkner**, Airport Director, 2800 Terminal Drive, encouraged the Commission to approve the amendment, and he commented that a clear title is needed to begin the process of reconstructing the roads in 2020.



**JOURNAL OF COMMISSION PROCEEDINGS**

**October 1, 2019**

Commissioner Moe commented that the amendment is a good resolution that allows the airport to develop and maintain the road; however, she expressed concern with regard to the Airport Authority not releasing the property on which the Emergency Communications Center is located to the City.

Mr. Faulkner responded that the Airport Authority would have to get fair market value in order to release the property and that the Airport Authority cannot ask the FAA to release the grant obligations on the property.

Commissioner Moe received clarification the City's recitals clarified the Amendment Agreement to the April 4, 1995 Annexation Agreement.

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

Motion carried 4-0.

**NEW BUSINESS**

**ORDINANCES/RESOLUTIONS**

**CITY COMMISSION**

**19. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

**20. COMMISSION INITIATIVES.**

None.

**JOURNAL OF COMMISSION PROCEEDINGS**  
**October 1, 2019**

**ADJOURNMENT**

There being no further business to come before the Commission, **Commissioner Moe moved, seconded by Mayor Kelly, to adjourn the regular meeting of October 1, 2019, at 8:20 p.m.**

Motion carried 4-0.

\_\_\_\_\_  
Mayor Bob Kelly

\_\_\_\_\_  
Deputy City Clerk Darcy Dea

Minutes Approved: October 15, 2019

DRAFT



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

**PRESENTED BY:** Finance Director

**ACTION REQUESTED:** Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECK RUNS FROM SEPTEMBER 19, 2019 - OCTOBER 2, 2019	2,495,247.97
MUNICIPAL COURT ACCOUNT CHECK RUN FOR SEPTEMBER 6, 2019 - SEPTEMBER 24, 2019	41,705.00
<b>TOTAL: \$</b>	<u><u>2,536,952.97</u></u>

**SPECIAL REVENUE FUND**

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**911 SPECIAL REVENUE**

CENTURYLINK	SEPTEMBER 2019 CHARGES	5,848.09
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**STREET DISTRICT**

VULCAN INC	SIGN SUPPLIES	8,900.50
GREAT FALLS SAND & GRAVEL INC	ASPHALT	66,748.18

**LIBRARY**

A T KLEMENS	RE-CIRCULATION PIPE REPLACEMENT	5,430.00
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**LIBRARY FOUNDATION**

OVERDRIVE INC	ANNUAL SUBSCRIPTION TO MONTANA LIBRARY 2 GO	11,722.10
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**FEDERAL BLOCK GRANTS**

WADSWORTH BUILDERS CO INC	OF 1740.1 ECWP BATH HOUSE RESTORATION & REMODEL	34,735.75
KUGLIN CONSTRUCTION	OF 1715.4 ADA HANDICAP RAMPS GIANT SPRINGS	58,083.87

**CENTRAL MONTANA AG TECH PARK TID**

TD&H ENGINEERING	OF 1658.1 CMATP TIF PHASE 3 STORM DRAIN	18,077.30
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**SPECIAL REVENUE FUND (CONTINUED)**

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**PERMITS**

TYLER TECHNOLOGIES INC	PCD SOFTWARE CONTRACT	29,233.03
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**ENTERPRISE FUNDS**

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**WATER**

THATCHER CO OF MONTANA	CHEMICALS	8,130.72
AE2S INC	OF 1637.1 WTP FILTRATION IMPROVEMENTS	57,662.90
LANDMARK STRUCTURES	OF 1625.2 GORE HILL TANK REPLACEMENT	17,733.32
TD&H ENGINEERING	OF 1494.6 WM CROSSINGS MISSOURI & SUN	61,440.68

**SEWER**

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	247,722.79
VEOLIA WATER NORTH AMERICA	MONTHLY CONTRACTED CAPITAL IMPROVEMENTS	12,500.00
CAPCON LLC	OF 1743.1 22ND ST SW SANITARY SEWER REPLACEMENT	8,143.61

**PARKING**

STANDARD PARKING CORPORATION	AUGUST 2019 CONTRACT SERVICES	37,779.34
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**CIVIC CENTER EVENTS**

GREAT FALLS COMMUNITY CONCERT ASSOCIATION	20-1 EVERLY CASH OUT	8,526.76
OWENHOUSE PROMOTIONS	20-50 OWENHOUSE CASH OUT	15,002.61

**INTERNAL SERVICES FUND**

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**HEALTH & BENEFITS**

MONTANA MUNICIPAL INTERLOCAL AUTHORITY	INSURANCE DEDUCTIBLES & PREMIUMS	855,006.00
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**INSURANCE & SAFETY**

MONTANA MUNICIPAL INTERLOCAL AUTHORITY	MONTHLY DEDUCTIBLE RECOVERY PAYMENTS	13,205.64
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**FISCAL SERVICES**

ANDERSON ZURMUEHLEN AND CO PC	PROGRESS BILLING THROUGH 09/20/19	16,000.00
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**INFORMATION TECHNOLOGY**

DELL MARKETING LP	25 OPTIPLEX 3070 SFF FOR ERS REPLACEMENT	25,208.80
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**CENTRAL GARAGE**

MOUNTAIN VIEW CO-OP	FUEL	35,365.08
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**TRUST AND AGENCY**

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**COURT TRUST MUNICIPAL COURT**

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	32,783.68
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**PAYROLL CLEARING**

STATE TREASURER	MONTANA TAXES	49,520.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	8,348.04
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	56,607.48
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	70,176.89
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	130,006.07
POLICE SAVINGS & LOAN	EMPLOYEE CONTRIBUTIONS	10,740.00
US BANK	FEDERAL TAXES, FICA & MEDICARE	207,288.74
AFLAC	EMPLOYEE CONTRIBUTIONS	9,510.29
NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	16,089.30
WSCFF EMPLOYEE BENEFIT TRUST	EMPLOYEE CONTRIBUTIONS	6,300.00

**CLAIMS OVER \$5000 TOTAL:**

\$ 2,255,577.56

**COMMUNICATION TO THE CITY COMMISSION**

**DATE: October 15, 2019**

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

**PRESENTED BY:** Darcy Dea, Deputy City Clerk

**ACTION REQUESTED:** Ratification of Contracts through the Consent Agenda

**MAYOR’S SIGNATURE:** \_\_\_\_\_

**CONTRACTS LIST**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
<b>A</b>	Park and Recreation	Specialty Iron Works	10/15/2019-04/30/2020	\$4,500	Ratification of Agreement to design, fabricate & install 67 feet of top rail, med rail & kick plate, and returns @ end of ramp to meet ADA requirements around the West Bank Park – River’s Edge Trail Viewing Station. River Fund Grant project # PR641911
<b>B</b>	Finance	Leif Associates, Inc.	10/15/2019-12/31/2021	FY 2020 \$7,500 FY 2021 \$1,500	Amendment Number 1 to Professional Services Agreement related to GASB 75 to extend the term of the Agreement for a two year period (CR: 041817.10E)



<b>C</b>	Park and Recreation	Electric City Roofing Inc.	10/15/2019- 04/01/2020	\$14,055	Agreement to install steel roof on Girl Scout House at Elks Riverside Park, 601 River Drive North
<b>D</b>	Park and Recreation	MRTE Incorporated	10/15/2019- 09/28/2020	\$8,200	Agreement to install reinforced concrete path from existing River's Edge Trail to docks at West Bank Park-Canoe Launch Ramp <b>OF 1585.10</b>



**Item:** Interlocal Agreement between the Cascade County Sheriff’s Office and City of Great Falls Fire Rescue for Active shooter/Rescue task force team

**From:** Stephen A. Hester, Fire Chief

**Initiated By:** Stephen A. Hester, Fire Chief

**Presented By:** Stephen A. Hester, Fire Chief

**Action Requested:** Approve the Interlocal Agreement between Cascade County Sherriff’s Office and the City of Great Falls Fire Rescue for Rescue Task Force Team

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) the Interlocal Agreement between the Cascade County Sheriff’s Office and the City of Great Falls Fire Rescue to establish a Rescue Task Force team in the event of an Active Shooter Event.”

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

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**Staff Recommendation:** Staff recommends the Commission approve the Interlocal Agreement between the CCSO and GFFR to establish Rescue Task Force Teams.

**Summary:** The City and County have engaged in training to establish Rescue Task Force teams in the event of an Active Shooter situation. These teams provide for an organized quick intervention to assist with providing immediate lifesaving treatment to victims of a shooting event. By establishing teams and working together with Law enforcement, we are able to enter a “warm zone” to provide treatment early and prevent death.

**Background:** Active Shooter events have become wide spread in our Nation. Lessons learned from studying these types of events, have proven that immediate lifesaving care must be initiated to save savable lives. Historically, Fire/EMS agencies have stayed away from the incident until Law Enforcement has secured the scene. This has led to many victims succumbing to their injuries while waiting for the scene to be secured by Law Enforcement. By implementing a joint Rescue Task Force Team comprised of Law Enforcement and Firefighters, many of the victims can be treated before Law Enforcement secures the scene and teams can deploy to the “warm zone” where no direct threat is present.

In late August, members of the Great Falls Fire Rescue, Great Falls Police Department, and the Cascade County Sheriff's Office conducted joint training and established standards on how Rescue Task Force Teams will be established and how they will deploy into a non-direct threat environment. Through this training, we were able to increase the level of service that our agencies can provide to the citizens of Great Falls and Cascade County.

No single entity has the resources to respond to an active shooter event without collaboration from multiple emergency agencies. If this type of event were to happen in Great Falls, the CCSO would assist with GFFR to respond to the threat and formulate Rescue Task Force teams with GFFR. If this type of event were to happen in a small school located in Cascade County, CCSO does not have the resources to immediately form Rescue Task Force teams. By entering into this agreement, the City of Great Falls could assist with providing resources (GFFR) to formulate teams and initiate immediate patient care to the victims of this crime. The purpose of Rescue Task force teams is to handle large-scale multi-casualty events and not every-day law enforcement situations.

**Fiscal Impact:** The equipment needed to function in Rescue Task Force teams is already being purchased using the department's safety equipment account to establish RTF teams with GFFR. The purchase of the equipment will be made within the next two years with an estimated cost per fiscal year of approximately \$5000. No additional expense is needed to collaborate with CCSO.

**Concurrences:** Cascade County Sheriff's Office and Great Falls Police Department

**Attachments/Exhibits:**

Interlocal Agreement between Cascade County and City of Great Falls Fire Rescue

## **INTERLOCAL AGREEMENT**

Between *Cascade County Sheriff's Office* and the *City of Great Falls*  
For Active Shooter/Rescue Task Force Team

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**WHEREAS**, the Montana Interlocal Cooperation Act, codified at § 7-11-101 (2017), MCA (hereinafter the “Act”), permits local government units to make the most efficient use of their powers by enabling them to cooperate with other local governmental units on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, the Act provides that one or more public agencies may contract with any one or more other public agencies to perform any administrative service, activity, or undertaking which such public agencies are otherwise authorized by law to perform; and

**WHEREAS**, Cascade County is a corporate political subdivision of the State of Montana pursuant to §§ 7-1-2101 and 7-1-4121(15), MCA, and Mont. Const. Art. XI § 2, and constitutes a public agency pursuant to § 7-11-103, MCA; and

**WHEREAS**, the Cascade County Sheriff (herein after referred to as “Sheriff”) is the duly elected primary law enforcement officer for Cascade County pursuant to §§ 7-4-2203(1)(d), 7-4-3001, and 7-32-2121, and 45 Mont. Op. Atty Gen. No. 9; and

**WHEREAS**, the City of Great Falls (hereinafter referred to as “City”) is a municipality wholly located within Cascade County, is an independent corporate political subdivision of the State of Montana and constitutes a public agency pursuant to § 7-11-103, MCA; and

**WHEREAS**, the City operates the Great Falls Fire and Rescue which includes a fire department, which is permanently organized, equipped, and staffed for continuous operations; and

**WHEREAS**, the City fire department’s operational capacity is adequate to provide emergency support to support an active shooter incident to both the City and adjacent areas; and

**WHEREAS**, the Sheriff provides public safety law enforcement for Cascade County, including all municipalities and townships within Cascade County which are not protected by the City of Great Falls Police Department; and

**WHEREAS**, the City's fire department has members trained in advanced life support and basic life support training to assist in administering rescue task force operations at an active shooter incident that would provide emergency services to those wounded during such an incident.

**NOW, THEREFORE**, pursuant to the Act and in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties hereby agree as follows:

**1. Purpose and Scope of the Agreement.**

The purpose and scope of this agreement is for the parties to jointly respond to an active shooter incident under unified command, develop an incident action plan to save and protect lives in any part of Cascade County, when time is of the essence.

**2. Duties and Responsibilities.**

The City shall provide, or arrange for the provision of, the following:

- a. Firefighter paramedics and EMT's with Task Force Rescue Training;
- b. Medical equipment, triage equipment and patient removal equipment; and
- c. Personal Protective Equipment and apparatus to support operations.

The Sheriff shall provide the following services to City:

- a. Rescue Task Force Training; and
- b. Incident Command at the scene of the incident.

**3. Duration and Termination.**

This Agreement, upon execution by the duly authorized representative of the City and Sheriff, shall commence on the date subscribed below, and shall continue

in full force and effect until either party wishes to dissolve this Agreement by giving sixty (60) days written notice to the other party.

**4. Separate Legal Entity.**

Pursuant to § 7-11-105(2), MCA, nothing in this Agreement shall be construed to create an agency, partnership, joint venture or employee relationship between the parties. The parties, by virtue of this Agreement, shall have no right, power or authority, except as expressly provided for by law, to act or create any obligation, express or implied, on behalf of the other party. Further, pursuant to § 7-11-105(6), MCA, there shall be no administrator or joint board responsible for administering the terms of this Interlocal Agreement.

**6. Ownership of Assets.**

Pursuant to § 7-11-105(7), MCA, and at all times relevant to this Agreement, all equipment and other property used by the City to execute this Agreement shall remain the exclusive property of the City.

**7. Hold Harmless and Indemnification.**

Subject to the limitations of MCA § 2-9-108, each party to this Agreement shall protect, defend, indemnify, and hold harmless the other party, its officers, agents, and employees from and against any and all manner and form of liability, damages, claims, claims for damages, demands, causes of action, or expenses, including interest, of any nature or description resulting from or arising out of or in connection with the said party's intentional or negligent acts or omissions in the performance and provision of providing emergency medical, and other specified services, including, but not limited to, response to community health crises and times of disaster from natural or man-made circumstances pursuant to and in accordance with the terms of this Agreement. Nothing herein shall be construed as an agreement by either party to release, indemnify or hold harmless the other party, its officers, agents, or employees from liability for any damage or injury to persons or property proximately caused by the intentional or negligent acts or omissions, of the other party, its officers, agents, or employees unless said party, its officers, agents, or employees are acting under the direction or control of that party.



**8. Notice.**

All notices required to be provided shall be given in writing, addressed to the respective parties' authorized representatives as designated herein, and delivered personally or by U.S. mail. For purposes of this Agreement, written notice shall be deemed to have been duly served: (1) in the case of personal delivery, on the date indicated upon a written receipt issued by the recipient; (2) in the case of unregistered and uncertified U.S. mail, three business days following the listed date of the notice or the date of the postmark, whichever is later; and (3) in the case of registered or certified mail, the date indicated on the return receipt.

**9. Authorized Representatives.**

The City and Sheriff shall each designate a representative authorized to receive all agreement communications and notices and who shall be authorized and responsible to take action necessary for the execution and administration of this agreement. Except as otherwise designated in writing by the respective parties, the authorized representatives of the parties are:

Cascade County

Board of Cascade County Commissioners  
325 2nd Avenue North, Room 111  
Great Falls, MT 59401

City of Great Falls

Gregory T. Doyon, City Manager  
P.O. Box 5021  
Great Falls, MT 59403

**10. Amendment.**

This Interlocal Agreement may not be amended, except by written agreement of the undersigned parties in conformance with the requirements of the Act.

**11. Attorney Fees, Costs and Venue.**

In any judicial action to enforce or interpret the terms of this Interlocal Agreement, each party shall be responsible for its own costs of suit and attorney fees. Venue for any judicial action shall be in the District Court in and for the Eighth Judicial District, Cascade County, Montana.

**12. Severability.**

If any term of this Agreement should hereafter be declared void or becomes unenforceable by operations of law, all other terms of this Agreement shall continue to be effective unless the void or unenforceable terms materially affects the ability of the governing body to carry out the essential purpose set forth in ¶1 of this Agreement.

**13. Merger.**

This Interlocal Agreement constitutes the entire agreement of the undersigned parties with respect to the matters addressed herein and supersedes any and all previous agreements or representations, if any, between the parties.

**14. Assignment.**

The parties mutually agree that there will be no assignment, transfer or subcontracting of the Agreement or any interest therein, unless agreed to by the parties, in writing, as provided for ¶10 in of this Agreement.

**15. Binding on Successors.**

This Agreement shall be binding on Sheriff and City and all of its successors and assigns, including any successor in interest.

**16. Time is of the Essence.**

Time is of the essence in the performance of all parties' obligations and duties under this Agreement.

**Assent.** Pursuant to § 7-11-104, MCA, the undersigned parties hereby authorize, approve and execute the terms of this Interlocal Agreement.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF GREAT FALLS**

\_\_\_\_\_  
Bob Kelly, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Kunz, City Clerk

(SEAL OF THE CITY)

\* APPROVED AS TO FORM:

\_\_\_\_\_  
Sara R. Sexe, City Attorney

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

**CASCADE COUNTY**

DATED AND APPROVED by the Board of County Commissioners, Cascade County, Montana, on this \_\_\_\_ day of \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA

\_\_\_\_\_  
Joe Briggs, Chairman

\_\_\_\_\_  
Jane Weber, Commissioner

\_\_\_\_\_  
Jim Larson, Commissioner

**ATTESTATION**

On this \_\_\_\_ day of \_\_\_\_\_, 2019, I hereby attest the above-written signatures of the Cascade County Board of County Commissioners.

\_\_\_\_\_  
Rina Fontana Moore, Clerk and Recorder

\* APPROVED AS TO FORM:  
Josh Racki, County Attorney

\_\_\_\_\_  
Deputy County Attorney

\* The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.



**Item:** Postpone Bid Award: Creative Mural/Logo Design and Painting of the Gore Hill Water Tower – Request for Cost Proposals (RFP), OF 1625.9

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Jim Rearden, Public Works Director

**Action Requested:** Postpone Consideration of Bids and Contract Approval

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (postpone /not postpone) consideration of the design selection and bid award for the Creative Mural/Logo Design and Painting of the Gore Hill Water Tower project until the November 5, 2019 Commission meeting.”

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

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**Staff Recommendation:**

Postpone design selection and construction contract award until the November 5, 2019 City Commission Meeting.

**Summary:**

City staff publicly advertised a request for companies to submit mural/logo design options for the City Commission to consider. The request also required the companies to provide the cost associated with painting each mural/logo design option on the newly constructed Gore Hill Water Tower. The submitted mural/logo design options and associated costs were presented to the City Commission at the October 1, 2019 City Commission Work Session. Consideration of the design selection was postponed to the October 15, 2019 City Commission meeting during the evening’s City Commission meeting. It is anticipated that the project will be presented for action to the City Commission on the November 5, 2019 Commission Meeting.

**Background:**

The construction activity associated with this project should have minimal impacts on the citizens. It is not anticipated that any roads will need to be closed and the water tower should be able to remain fully functional during the painting process.

City engineering staff will perform contract administration duties associated with this project, but staff recommends that the City enter into a Professional Services Agreement with a consultant firm that has experience with projects of this nature to provide construction inspection services and offer technical assistance.

Per the recommendation of the manufacturer that provided the materials associated with the current coating system, the contract documents do require the painting of the mural/logo to wait until the spring of 2020 to be installed so that the existing coating can finish curing.

The end of the two (2) year warranty that is currently in place for the construction of the water tower and the coating system on the metal water storage tank at the top of the concrete pedestal is December 17, 2020. The sealant for the concrete pedestal was applied this summer and the two (2) year warranty will extend into July of 2021. Should a warranty issue associated with the water tower arise after a mural is painted on it, staff may not be able to identify which entity would be responsible for correcting the issue.

Two (2) bids, each with three (3) design options, were received and opened for this project September 18, 2019. The bids for this project ranged from \$55,000.00 to \$144,000.00. Please see the attached documents which contain a summary of the costs provided for each design option and a summary of the total score each design received, based on an evaluation provided by City Staff. The attachments also include each design option provided by the bidders.

City Staff recommends postponing the design selection and construction contract award until the November 5, 2019 City Commission Meeting to allow the Commissioners time to review the design options presented at the October 1, 2019 City Commission Work Session and research possible funding sources.

**Fiscal Impact:**

The attached bid tabulation summarizes the bids that were received. The funding source(s) for this project and future maintenance have not been determined.

**Alternatives:**

The City Commission could vote to table the decision and schedule a special City Commission Session to allow for more time to consider the design options and to identify the funding source(s). A formal decision should be made within 60 days of the bid opening. If the special session is on or before November 15 and the City Commission makes a formal decision at the special session, staff is not aware of any consequences associated with this action.

The City Commission could vote to deny award of the construction contract and allow the existing coating system to remain as it currently is. Staff is not aware of any consequences associated with this action.

The City Commission could vote to deny award of the construction contract and request staff to re-bid the project. Staff is not aware of any consequences associated with this action.

**Attachments/Exhibits:**

- Bid Tabulation Summary
- Mural/Logo Design Options
- Staff Scoring Summary
- Vicinity Map



**Creative Mural/Logo Design and Painting of the Gore Hill Water Tower - Request for Cost Proposals (RFP)**

Prepared by the City Engineers Office - JEP

9/18/2019

Item #	Description of Pay Items	Est Qty	Unit	Cameron Moberg		Viking Industrial Painting	
				Unit Price	Total	Unit Price	Total
<b>Design Concept #1</b>							
101	Paint the Concept #1 mural/logo	1	LS	\$ 53,000.00	\$53,000.00	\$81,000.00	\$81,000.00
102	Miscellaneous Work	2,000	Unit	\$ 1.00	\$2,000.00	\$1.00	\$2,000.00
<b>Total Base Bid Amount, Items 101-102</b>					<b>\$55,000.00</b>		<b>\$83,000.00</b>
<b>Design Concept #2</b>							
101	Paint the Concept #2 mural/logo	1	LS	\$ 80,000.00	\$80,000.00	\$87,000.00	\$87,000.00
102	Miscellaneous Work	2,000	Unit	\$ 1.00	\$2,000.00	\$1.00	\$2,000.00
<b>Total Base Bid Amount, Items 101-102</b>					<b>\$82,000.00</b>		<b>\$89,000.00</b>
<b>Design Concept #3</b>							
101	Paint the Concept #3 mural/logo	1	LS	\$ 103,000.00	\$103,000.00	\$142,000.00	\$142,000.00
102	Miscellaneous Work	2,000	Unit	\$ 1.00	\$2,000.00	\$1.00	\$2,000.00
<b>Total Base Bid Amount, Items 101-102</b>					<b>\$105,000.00</b>		<b>\$144,000.00</b>

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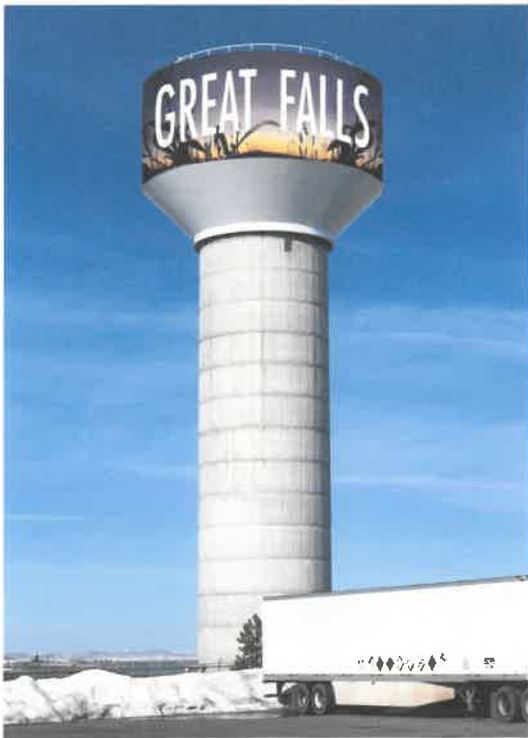
## Section 3: Concepts

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**Mural/Logo Concept Design #1:** A mural “wrap” covering the top portion of the tower.

*An evening scene; the sun has set in purple skies with silhouetted grains. Bold, white “GREAT FALLS” letters on one side.*

**Bid:** \$55,000



**Mural/Logo Concept Design #2:** Focal Point murals on opposite sides of the tower (mural directions to be determined) with a “Great Falls” logo on the top portion of the tower.

*A majestic elk and three vivid Bitterroot flowers with a cursive “Great Falls” logo painted over a green oval on both sides.*

**Bid:** \$82,000

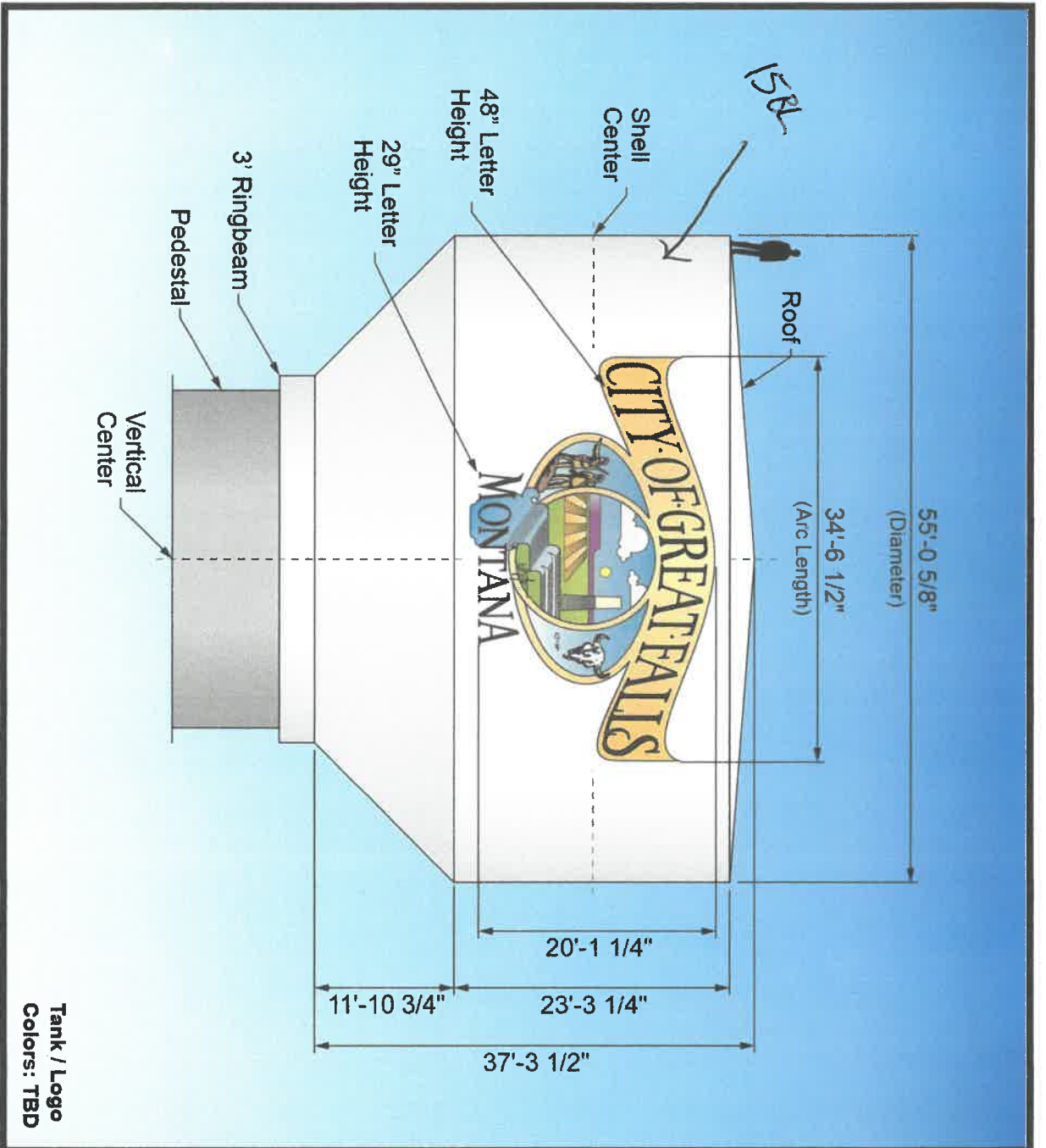


**Mural/Logo Concept Design #3:** A full mural “wrap” covering the entire tower. Scenery with two “Great Falls” logos and “MONTANA” vertically painted over the vectored scenery on one side.

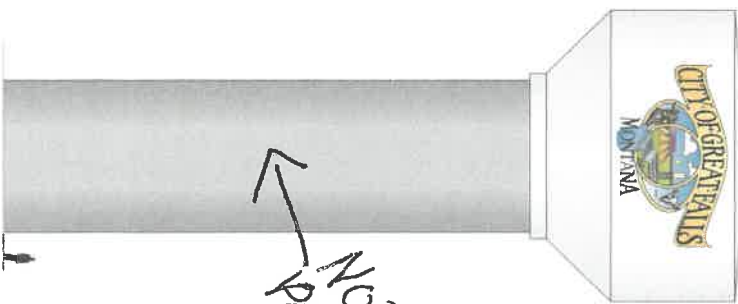
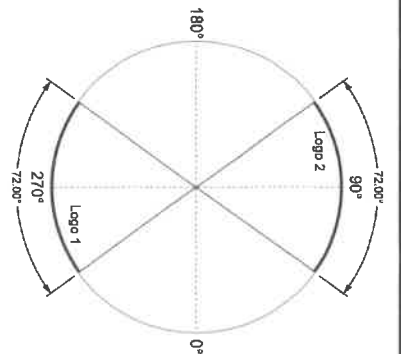
*Vectored scenery spanning the tower from top to bottom with three main focal points: the striking and realistic elk and “Great Falls” cursive logo, the vertical “MONTANA” and second “Great Falls” cursive logo on both sides, and the waterfall. The peaceful scenery also includes the sky with friendly scattered clouds, green hills, birds, and grain.*

**Bid:** \$105,000





Tank / Logo  
Colors: TBD



**LAKE AREA SIGN CO. LLC**  
**LAS**  
 Danny McKinney / Owner  
 1375 N. Beglis Pkwy  
 Sulphur, LA 70663  
 (337) 625-4179  
 (337) 794-1564  
 danny@lakeareasignco.com

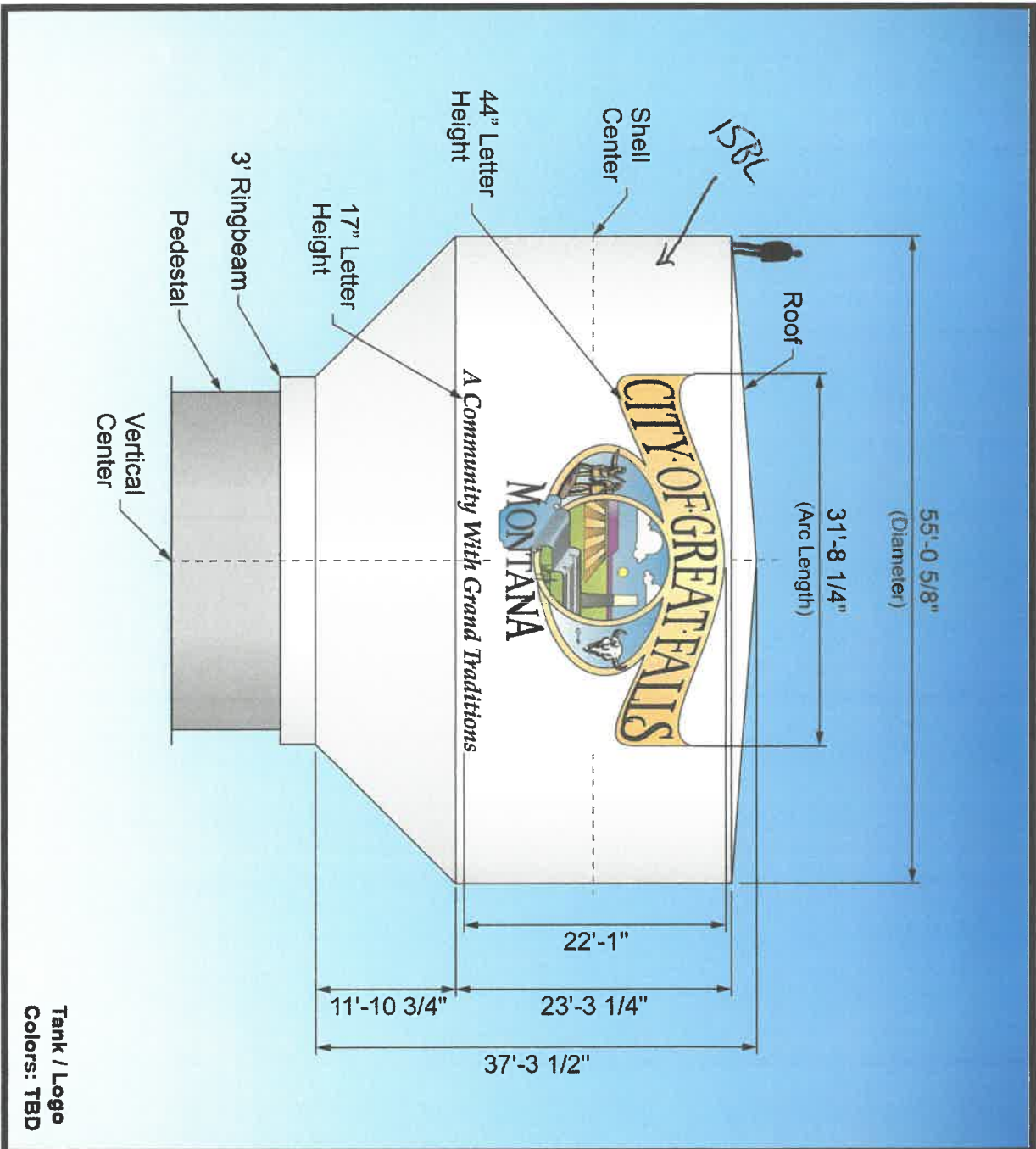
**Client:** Viking Industrial Painting  
**Design:** Great Falls, MT (Layout 1)  
 (Draft 1)  
**Designer:** Timothy Goodeaux

**Date:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
 Approved  Resubmit

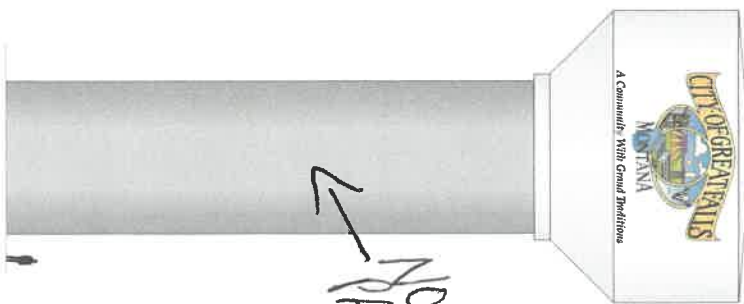
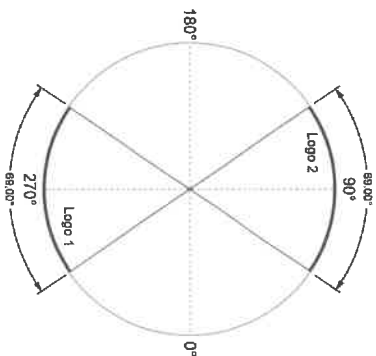
**Notice:**  
 Colors shown are close approximations.  
 Printer and media variations may distort  
 colors from actual paint colors slightly.  
 Renderings are approximate and are  
 provided for a visual aid.  
 Field work with tank shall height before  
 installing patterns.



Concept 2 2-Logos



Tank / Logo Colors: TBD



← NOT PAINTED

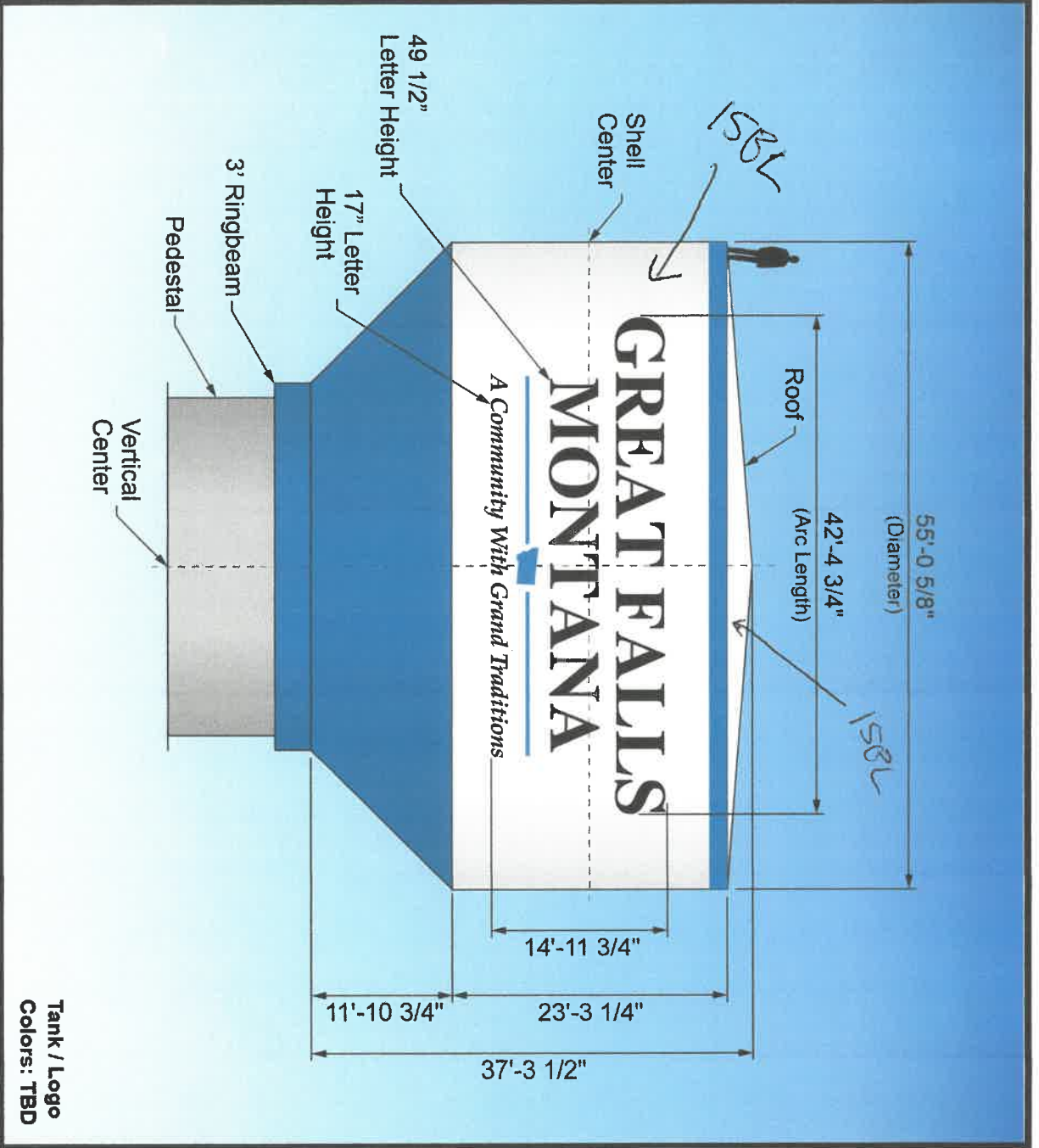
**LAS**  
LAKE AREA SIGN CO. LLC  
Danny McKinney / Owner  
1375 N. Beglis Pkwy  
Sulphur, LA 70663  
(337) 625-4179  
(337) 794-1564  
dannymc@lakeareasignco.com

Client: Viking Industrial Painting  
Design: Great Falls, MT (Layout 2)  
(Draft 1)  
Designer: Timothy Goodeaux

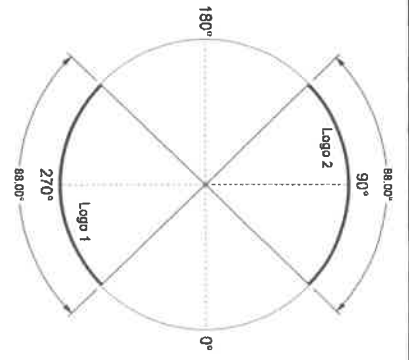
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
 Approved  Resubmit

**Notice:**  
Colors shown are close approximations. Printer and media variations may distort colors from actual print colors slightly. Renderings are approximate and are provided for a visual aid. Field with tank shell might before finalizing patterns.

Concept 3 - 2 logos



Tank / Logo Colors: TBD



NOT PAINTED

**LAS**  
LAKE AREA SIGN CO., LLC

Danny McKinney / Owner  
1375 N. Beglis Pkwy  
Sulphur, LA 70663  
(337) 625-4179  
(337) 794-1564  
dannymc@lakeareasignco.com

Client: Viking Industrial Painting  
Designer: Great Falls, MT (Layout 3)  
(Draft 1)  
Designer: Timothy Goodeaux

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
 Approved  Resubmit

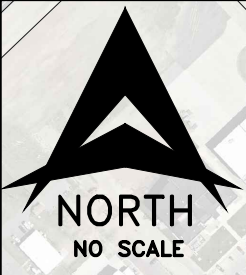
**Notice:**  
Colors shown are close approximations. Printer and media variations may distort colors from actual paint colors slightly. Renderings are approximate and are provided for a visual aid. Find north, tank, shell height before including patterns.



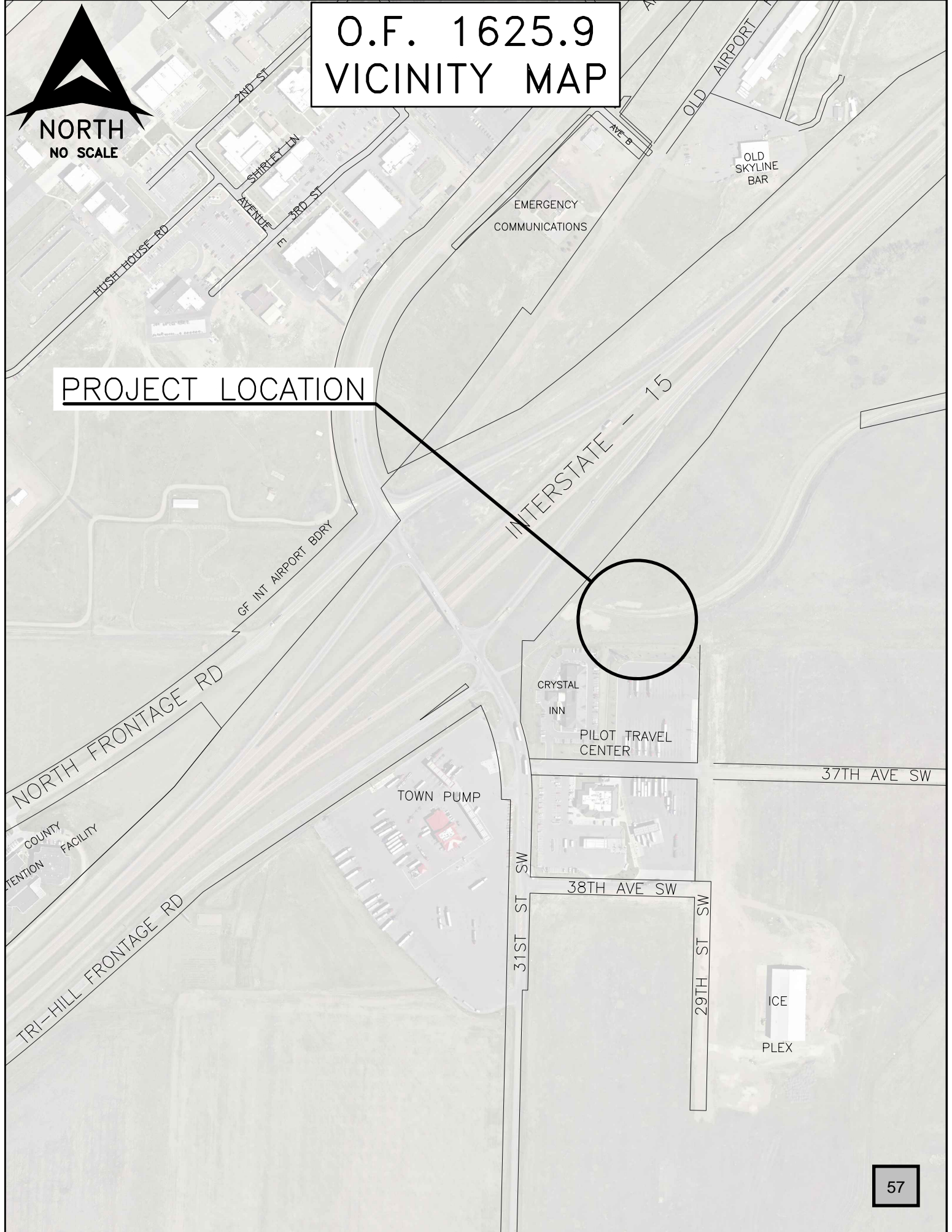
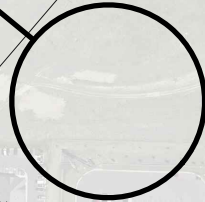
OF 1625.9 - Water Tower Mural/Logo Design Scoring Summary  
 Prepared By: JEP 9/26/2019

	Viking Painting				Cameron Moberg		
	Opt 1	Opt 2	Opt 3		Opt 1	Opt 2	Opt 3
Rearden	93	82	57		80	64	56
Young	93	82	57		75	64	46
Lovelis	93	88	72		80	69	56
Patton	88	77	59		80	67	46
Raymond	93	82	52		85	79	61
Finch	83	77	62		75	74	61
McCourt	82	78	36		93	85	72
	625	566	395		568	502	398

# O.F. 1625.9 VICINITY MAP



PROJECT LOCATION





**Item:** City of Great Falls Emergency Communication Center CPE Replacement

**From:** Dave Bowen, Chief of Police

**Initiated By:** Dave Bowen, Chief of Police

**Presented By:** Dave Bowen, Chief of Police

**Action Requested:** Approve bid award in the amount of \$301,004.41 to Central Square/Zuercher Technologies for the City of Great Falls Emergency Communications Center and authorize the City Manager to execute the contract documents and any additional agreements needed to implement the software.

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/reject) the bid award for the City of Great Falls Emergency Communication Center for replacement of the CPE (call processing equipment) in the amount of \$301,004.41 from Central Square/ Zuercher Technologies, and (authorize/not authorize) the City Manager to execute necessary contract documents and any additional agreements needed to implement the system.”

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

---

**Staff Recommendation:**

Approve bid award and authorize the City Manager to execute necessary contract documents and any additional agreements needed to implement the system.

**Summary:**

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

**Background:**

The current call processing equipment (CPE), the Positron VIPER, was approaching its replacement date at the Great Falls Emergency Communication 9-1-1 Center. An RFP process was put together in order to explore replacements and compare vendors. Based upon the evaluation of the bids at the

conclusion of the RFP process one company stood out from the others. It was decided that the bid from Central Square / Zuercher Technologies was the most applicable to the City's needs. Central Square 911 Pro call taking software was clearly the best choice primarily for its ability to integrate with our existing Zuercher Suite computer aided dispatch (CAD) software. Central Square was the only vendor capable of this integration since their merger with several companies in 2018 including Zuercher.

One example of the integration as mentioned above is when a 911 call is received the Central Square 911 Pro interacts with our CAD and Records Management System (RMS) to determine whether the incoming phone number has called before. If it has, the information from previous interactions with this number are immediately available to the call taker which can assist the first responders assigned to the call. With our current CPE once the call is entered the dispatcher is required to search the system for information such as who lives at an address and any concerns associated with the call or address. With Central Square that information is automatically searched and available to the dispatcher which will ultimately save time and possibly lives.

Additional considerations that favored Central Square included their reputation for customer service and technical support which we have experienced firsthand with our Zuercher CAD and RMS software. We reached out to other agencies currently using Central Square for their CPE and their experience was the same, excellent customer service and technical support. They described their transition to Central Square as seamless.

Finally, Central Square provided the lowest bid of all the vendors in the RFP.

**Fiscal Impact:**

If approved, the City of Great Falls Emergency Communication Center would be entering into a contract with Central Square. The total cost associated with the system, including a 5 year maintenance plan is \$301,004.41. The majority of the cost for the system will be paid for by the 9-1-1 Grant Program funding awarded May of 2019 in the amount of \$246,967 and approved by the City of Great Falls Commission meeting on August 6, 2019. This will allow us to pay for the first year of implementation in addition to approximately 2 additional years of support and maintenance. The remainder of the amount for the following years of support and maintenance service contracts is an allotted expense that is currently covered by the City of Great Falls Annual Budget for the Great Falls Emergency Communications Center.

The other companies that submitted bids were Motorola in the amount of \$361,391 and Century Link in the amount of \$375,330 but neither of the companies included many of the items requested in the RFP.

Following is the breakdown for the total costs as well as the comparison from each company.

LINE ITEMS	MOTOROLA	CENTRAL SQUARE	CENTURYLINK
Call Taking System	X	X	X
911 Backup Positron License		X	
911 Backup Server License		X	
Device Display		X	
911 Positron		X	
911 Server Software		X	
Extended Hardware Warranty 5yr		X	
System Hardware Integration Fee		X	
MIS Reporting & Call Monitoring	X		
Installation	X		
CPE Backroom Installation/testing		X	
Project Management	X	X	
911 Call Taker Setup and Test		X	
Fixed Travel Expenses		X	
Implementation and Training			X
Training	X		
End User Training 20 Users		X	
End User Training 10 Supervisors		X	
1 <sup>st</sup> YR Software Support	X		
Remote Monitoring/Helpdesk	X		
1 <sup>st</sup> YR On-Site Support	X		
Text to 911 Bundle	X	X	X
Text to 911 Implementation			
Text to 911 5 Yrs of Support			X
Crime Mapping	X	X	
Spare-Mission Critical Parts	X		X
Shipping		X	
<b>SUB-TOTAL 1 YEAR COST</b>	<b>229,283</b>	<b>201,847.29</b>	<b>258,660</b>
Support Yrs 1-5			116,669
Maintenance Yr 1	INCL	INCL	
Maintenance Yr 2	33,027	24,789.28	
Maintenance Yr 3 <i>Estimate</i>	33,027	24,789.28	
Maintenance Yr 4 <i>Estimate</i>	33,027	24,789.28	
Maintenance Yr 5 <i>Estimate</i>	33,027	24,789.28	
<b>TOTAL W/5 YR Maintenance</b>	<b>361,391</b>	<b>301,004.41</b>	<b>375,330</b>

**Alternatives:**

Reject- The City of Great Falls Emergency Communication Center would not be able to update the call taking and processing equipment.

**Concurrences:**

City of Great Falls IT Department; Jon Legan

Great Falls Emergency Communication Center Manager; Karen Young

**Attachments/Exhibits:**

Central Square CPE Bid

MT Dept of Administration 2019 911 Grant Award Letter



## EXHIBIT A

### PRICING AND PAYMENT MILESTONES

#### Software License Fee(s)

911 Software License Fee(s)	Unit Price	Qty	Total Price
911 Backup Position License	\$0.00	3	\$0.00
911 Backup Server License	\$0.00	1	\$0.00
911 Device Display	\$5,000.00	1	\$5,000.00
911 Position	\$7,000.00	4	\$28,000.00
911 Server Software	\$10,000.00	1	\$10,000.00

*911 Software License Fee(s) Subtotal:* **\$43,000.00**

**Software License Fee(s) Total:** **\$43,000.00**

#### Implementation Service Fee(s)

911 Implementation Service Fee(s)	Unit Price	Qty	Total Price
911 Call Taker Position Setup and Testing (per workstation)	\$900.00	7	\$6,300.00
911 End User Training (up to 10 students)	\$1,200.00	2	\$2,400.00
911 Supervisor Training (up to 10 students)	\$1,400.00	1	\$1,400.00
CPE Backroom Installation and Testing (Medium Implementation 5-20 positions)	\$29,400.00	1	\$29,400.00
Project Management 911 (Medium Implementation 5-20 Positions)	\$18,000.00	1	\$18,000.00

*911 Implementation Service Fee(s) Subtotal:* **\$57,500.00**

**Implementation Service Fee(s) Total:** **\$57,500.00**

#### Project Related Fee(s)

Product Name	Unit Price	Qty	Total Price
Estimated Travel Expenses (To be billed as incurred)	\$15,000.00	1	\$15,000.00
Critical Spares Kit Shipping	\$93.61	1	\$93.61
Shipping	\$2,192.73	1	\$2,192.73

**Project Related Fee(s) Total:** **\$17,286.34**

#### Hardware

Product Name	Unit Price	Qty	Total Price
911 Custom Hardware	\$60,888.33	1	\$60,888.33
Critical Spares Kit	\$2,829.90	1	\$2,829.90
Critical Spares Kit Extended Hardware Warranty (5 Years)	\$290.27	1	\$290.27
Critical Spares Kit System Integration Fee - HW	\$321.38	1	\$321.38
Extended Hardware Warranty (5 Years)	\$12,202.69	1	\$12,202.69
System Integration Fee - HW	\$7,528.38	1	\$7,528.38

**Hardware Total:** **\$84,060.95**



**Annual Maintenance Fee(s) (Year 2)**

Product Name	Support Level	Total Price
911 Backup Position License - Maintenance 24x7		\$3,780.00
911 Backup Server License - Maintenance 24x7		\$1,800.00
911 Custom Hardware	24 x 7 (911)	\$10,959.90
911 Device Display	24 x 7 (911)	\$900.00
911 Position	24 x 7 (911)	\$5,040.00
911 Server Software	24 x 7 (911)	\$1,800.00
Critical Spares Kit	24 x 7 (911)	\$509.38

**Annual Maintenance Fee(s) (Year 2) Total: \$24,789.28**

Estimated Sales Tax: (State: at %)	Taxable sales: \$0.00	Subtotal: \$201,847.29
		Sales Tax Amount: \$0.00

**Quote Total: \$201,847.29**

**Payment Milestones:**

Due at Contract Signature	20% of Software and Services	\$23,557.27
Due at CPE Backroom Installation	30% of Software and Services	\$35,335.90
Completion of pre-Go Live End User Training	30% of Software and Services	\$35,335.90
Due at Go Live (Cutover)	10% of Software and Services	\$11,778.63
Due at System Acceptance (as defined herein)	10% of Software and Services	\$11,778.63
Due Upon Order	100% of Hardware	\$84,060.95

**Installation location:**

Great Falls Emergency Communications District  
 112 First Street South  
 Great Falls, MT 59404



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



Steve Bullock  
Governor

5/15/2019

Karen Young, PSAP Manager/9-1-1 Director  
City of Great Falls, Cascade County  
3015 Airport Drive  
Great Falls, Montana 59404-5587

Dear Ms. Young:

Congratulations! On behalf of the Montana Department of Administration, I am pleased to announce that the City of Great Falls request for 9-1-1 Grant Program funding is approved.

The 9-1-1 Advisory Council recommended approval of a funding award of up to **\$246,967.00** in funding to be used to **upgrade CPE (call processing) equipment and maintenance and MIS (management information system) software.**

Here are the next steps:

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

The City of Great Falls and any vendor(s) you use must contact the Montana Department of Administration, State Information Technology Services Division, Business and Communications Coordinator, Christie Magill, at (406) 444-3827 prior to making any public announcement of this award. Noncompliance could result in an award being reduced or withdrawn.

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

Sincerely,

April Grady, Chief Financial Officer  
Montana Department of Administration  
State Information Technology Services Division  
Public Safety Communications Bureau



**Item:** Gibson Park Trail Restoration, OF 1737.2  
**From:** Public Works Department  
**Initiated By:** Parks and Recreation Department  
**Presented By:** Steve Herrig, Parks and Recreation Director  
**Action Requested:** Recommend staff re-advertise for the Gibson Park Trail Restoration project

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (recommend/not recommend) staff re-advertise for the Gibson Park Trail Restoration project.”

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

---

**Staff Recommendation:**

Staff recommends re-advertising and rebidding the project for the Gibson Park Trail Restoration in January 2020.

**Summary:**

The 2016 Park and Recreation Master Plan identified \$2,900,000.00 in critical needs, specific to Gibson Park. This trail restoration project will be the second, after the Gibson Park restroom remodel, of the Gibson Park critical needs addressed as part of this initiative. The restoration will resurface a large portion of the asphalt trail loop along Park Drive and the basketball courts at the North end of the park. This section of the trail was identified as in need of immediate restoration. The remainder of the trail is in fair condition and resurfacing or repairs are not needed at this time. The Park and Recreation Department worked with the Public Works Department to design, bid and manage the project.

The upgrades include asphalt overlay and updated Americans with Disabilities Act (ADA) compliant ramps and crossings. This project, in conjunction with Montana Department of Transportation updates to the entry point of the park, will bring the resurfaced area of the trail system into full ADA compliance.

The specifications were advertised twice in the Great Falls Tribune. No bids were received on October 9, 2019.

In accordance with Mont. Code Ann. § 7-5-4302:

(3) The council may:

- (a) Postpone awarding a contract until the next regular meeting after bids are received in response to the advertisement;
- (b) Reject any or all bids; and
- (c) Re-advertise as provided in this section.

With no bids being submitted, staff recommends re-advertising and rebidding the project in January 2020. Work in the park would begin in early spring of 2020.

**Background:**

Significant Impacts

The Gibson Park Trail Restoration will provide accessibility and improved functionality to the existing trail system as well as improved basketball courts. This trail system provides a route through the park to different public amenities and natural assets and is used to support community cultural and recreation events. This restoration project will greatly improve the recreational potential of the park. The existing trail is severely cracked and weathered and does not meet ADA compliance. The basketball courts are also severely cracked and weathered. This project will restore functionality to these park amenities and ensure safe enjoyment of the walking path and basketball courts for all patrons.

Citizen Participation

The Park and Recreation Master Plan was adopted by the City Commission on November 15, 2016. The Master Plan included an intensive public process to assess the needs and wants of the community including Town Meetings, Focus Groups, a statistically accurate survey and a community wide survey conducted through the City’s web site. The public process identified Gibson Park as a premier park and identified \$2,900,000.00 in critical needs for the park out of the total \$12,600,000.00 million dollars identified.

Workload Impacts

Design phase services were completed by the City Engineering Division. The Engineering Division will also be managing invoice processing and general contract management with the consultant and the contractor.

Purpose

The purpose of the project is to restore the existing trail and basketball courts back to full functionality and update trail accessibility to ADA standard.

Project Work Scope

The project consists of approximately 2,600 Lineal Feet asphalt mill and overlay; 3,300 square feet of asphalt removal and replacement; 225 lineal feet of curb and gutter removal and replacement; 360 square feet of 6 inch concrete sidewalk; 840 square feet of 4 inch concrete sidewalk; and miscellaneous landscaping.

**Alternatives:**

The City Commission could decide to cancel or further postpone the project.













**Concurrences:**

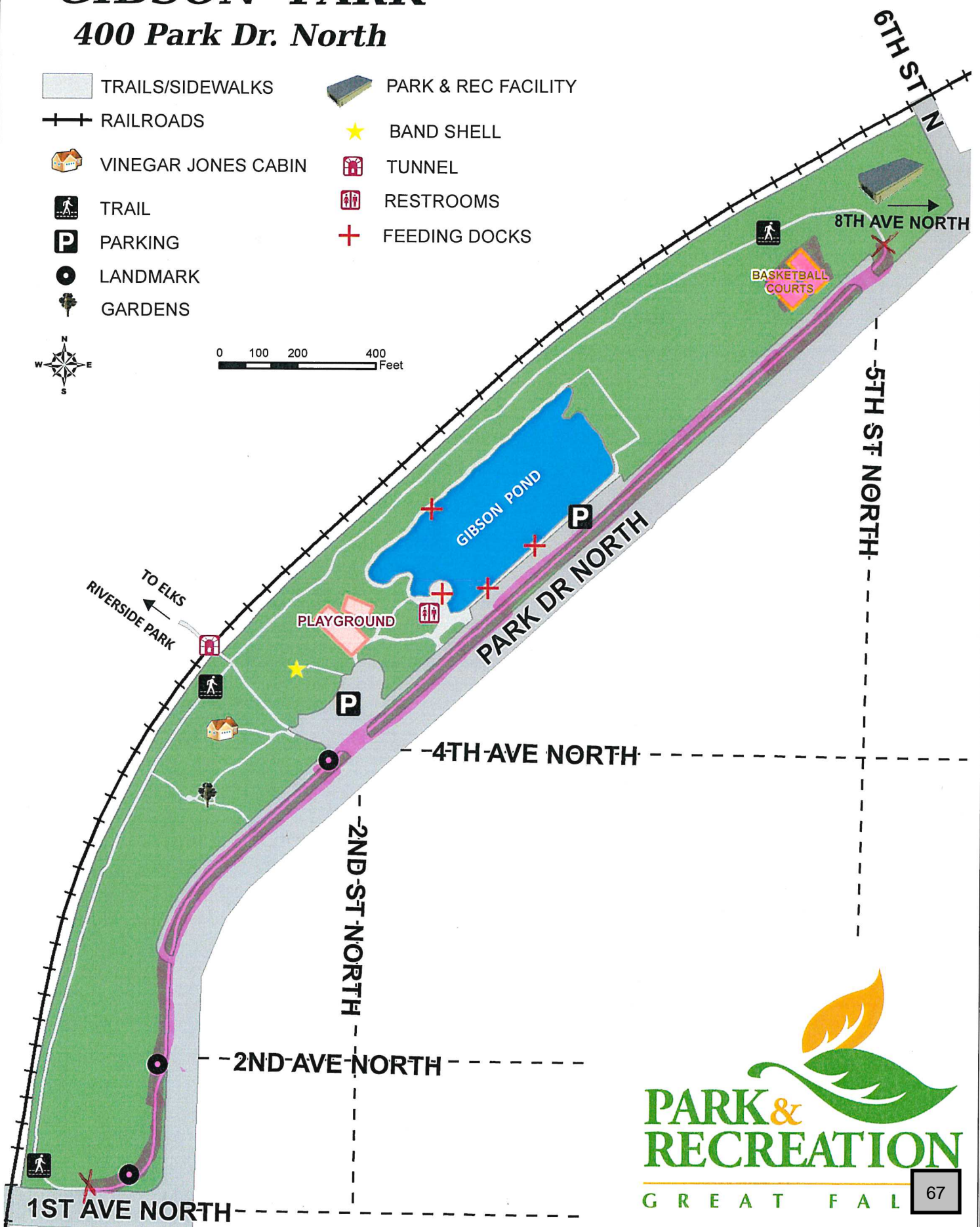
Project planning and funding has been completed via collaboration between Park and Recreation staff and City Engineering. All concur that the project should move forward in the spring.



# GIBSON PARK

400 Park Dr. North

-  TRAILS/SIDEWALKS
-  RAILROADS
-  VINEGAR JONES CABIN
-  TRAIL
-  PARKING
-  LANDMARK
-  GARDENS
-  PARK & REC FACILITY
-  BAND SHELL
-  TUNNEL
-  RESTROOMS
-  FEEDING DOCKS





**Item:** Approve Amendment No. 2 to Development Agreement with West Bank LLC.

**From:** Tom Micuda, Deputy Director, Planning and Community Development

**Initiated By:** West Bank LLC (Brad Talcott)

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

**Action Requested:** City Commission approval of Amendment No. 2 to Development Agreement with West Bank, LLC pertaining to the West Bank Landing Urban Renewal Project - OF 1488.4

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) Amendment No. 2 to Development Agreement with West Bank, LLC pertaining to West Bank Landing Urban Renewal Project.”

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 Amendment No. 2 to the 2016 Development Agreement between West Bank, LLC and the City of Great Falls pertaining to the West Bank Landing Urban Renewal Project.

**Background:** On August 2016, the City Commission adopted Ordinance 3145, which authorized a Development Agreement between West Bank, LLC and the City of Great Falls. This Development Agreement committed the City to issue bonds in order to pay or reimburse West Bank, LLC for up to \$2,642,614 of costs for infrastructure improvements associated with the West Bank Landing development project. The bonds will not be issued until there is: 1) sufficient increment to cover the aggregate principal amount of the bonds, 2) fund a deposit to the reserve account required by the Bond Resolution, 3) pay the cost of bond issuance, and 4) provide coverage equal to at least 140% of the maximum annual debt service requirements required under the Bond Resolution.

On October 2, 2018, the City Commission approved Amendment No. 1 to the 2016 Development Agreement. This amendment authorized a \$700,000 early reimbursement to West Bank, LLC for completed infrastructure improvements. This payment was made on March 29, 2019. As noted in the attached letter from West Bank, LLC dated August 29, the Developer’s Representative, Brad Talcott, is requesting a second payment of \$350,000 of remaining funds from the City’s West Bank Urban Renewal District TIF account. Currently, this account has an available balance of \$360,500. Like all

City TIF District Accounts, the fund receives two payments – one during the middle of the calendar year and one at the end of the calendar year.

In addition to the applicant’s request, the City Commission will be considering a second request from Holman Grain for fund reimbursement from the West Bank Urban Renewal District (Buffalo Crossing project). There is not enough available fund balance to simultaneously fund both requests at this time. However, City staff believes that both requests can be funded through a staggered payment schedule. Subject to City Commission consideration, the City envisions the following funding sequence:

- \$350,000 of immediate payment to West Bank LLC, presuming approval by the City Commission.
- Approximately \$242,000 of reimbursement payment for Buffalo Crossing upon completion of their Phase I improvements (power line relocation and demolition work). The payment would occur after the City’s 2019 TIF fund payment in December.
- Approximately \$108,600 of reimbursement payment for Buffalo Crossing upon completion of Phase II improvements (trail access, Bay Drive sidewalk/landscaping). Payment would occur after the City’s 2020 mid-year TIF fund payment.

**Fiscal Impact:** As noted above, City staff have determined that the applicant’s request can be funded through available funds from the West Bank TIF district account. The attached Amendment No. 2 to the West Bank Development Agreement has been signed by the applicant and outlines the City’s commitment to provide these funds upon approval of the City Commission. The Commission should also note that the applicant is requesting that the City begin the process of selling bonds to repay West Bank Landing the remaining balance of funds that are still owed. This request was discussed with staff from the City’s Finance and Legal Departments. Additionally, the City engaged the services of its outside TIF Counsel, Erin McCrady of Dorsey & Whitney LLP. After thorough consideration, City staff believes it would be most prudent to wait until 2020 to revisit the bonding request from the applicant. This will allow the City staff to receive its end-of-2019 fund payment and better analyze its bonding capacity.

**Alternatives:** The City Commission could not approve Amendment No. 2 to the 2016 Development Agreement. This would mean that West Bank LLC would not be reimbursed until the City has sufficient bonding capacity to issue bonds.

**Concurrences:** The amended development agreement was drafted by the City’s outside legal counsel and reviewed and discussed with the City’s Director of Finance and City Attorney.

**Attachments/Exhibits:**

- Applicant’s Request
- Amendment No. 2 to Development Agreement

Melissa Kinzler  
Finance Director  
City of Great Falls

Aug. 9, 2019

RE: West Bank Landing Tax Increment Financing Draw Request

Dear Ms. Kinzler,

On March 29, 2019, West Bank Landing submitted its request – and backup – for reimbursement of \$2,642,614 from the West Bank Tax Increment Financing district. We also submitted Developer Certificate Number 1 for the same amount. As outlined in the Development Agreement, West Bank substantially completed Phases I and II at a cost of \$35,446,610, exceeding the \$32,000,000 requirement of the agreement.

The City of Great Falls approved the request and provided a first payment of \$700,000 payable to West Bank Landing.

Given that the TIF district currently has funds available, West Bank Landing is requesting a second payment of \$350,000 of the remaining TIF funds owed. We also request that simultaneously the City begin the process of selling bonds to repay West Bank Landing the remaining balance.

We understand that with new developments planned, there may be increased demand for the TIF funds. We'd like to point out, however, that we are well past the planning stage and have actually invested tens of millions of dollars into revitalizing a blighted area. We hope that is taken into consideration as TIF funds are distributed. Recouping these dollars will also allow West Bank Landing to continue the work of expanding the development and generating new jobs and taxes.

We assume the reimbursement materials and Developer Certificate submitted in March remain on file, so we are not resubmitting them. However, if more information is required or if you have questions, please do not hesitate to contact me by phone or email.

Thank you for your consideration.

Sincerely,



Brad Talcott  
Authorized Developer Representative | West Bank Landing  
406-899-3617 | bradt@jfcmtbuilders.com

**WEST BANK**  
**LANDING**



## AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT

THIS AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT is dated as of October 15, 2019 (this “**Amendment**”), between the CITY OF GREAT FALLS, a municipal corporation of the State of Montana (the “**City**”), and WEST BANK LLC, a Montana limited liability company (the “**Developer**”).

### WITNESSETH:

WHEREAS, a DEVELOPMENT AGREEMENT dated as of August 2, 2016, as amended by Amendment No. 1 to Development Agreement dated as of October 2, 2018 (together, the “**Development Agreement**”), was entered into by and between the City and the Developer; and

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

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

#### Section 1. Amendment of Development Agreement.

1.1. Section 4 of Development Agreement. Section 4 of the Development Agreement are amended and restated in its entirety as follows:

“Section 4. City Undertakings. Subject to the terms and conditions of this Agreement, the City agrees to (i) reimburse the Developer for costs of the Infrastructure Improvements with Tax Increment in the amount of \$1,050,000 and (ii) issue Bonds payable from Tax Increment in a principal amount sufficient to pay or reimburse the Developer for \$1,592,614 of costs of the Infrastructure Improvements, to fund a deposit to the reserve account required by the Bond Resolution and to pay costs of issuance of the Bonds. The City estimates that the aggregate principal amount of the Bonds necessary to cover such costs is approximately \$2,000,000. The Developer understands that the City does not presently have sufficient bonding capacity to issue the Bonds, such bonding capacity being dependent upon the receipt by the City of sufficient annual Tax Increment.

The City’s obligation to issue the Bonds is subject to the fulfillment of each and all of the following additional conditions precedent:

(a) There shall be sufficient Tax Increment to issue the Bonds (and pay debt service thereon) in an aggregate principal amount sufficient to pay or reimburse the Developer for \$1,592,614 of the costs of the Infrastructure Improvements, to fund a deposit to the reserve account required by the Bond Resolution and to pay costs of issuance of the Bonds, and to provide coverage equal to at least 140% of the maximum annual debt service requirements required under the Bond Resolution. In addition, the Developer understands and agrees that the City currently has, and may in the future have, binding commitments with respect to the use of

Tax Increment, and the obligations of the City to issue Bonds shall not have priority over any such other binding commitments.

(b) The Bonds shall be marketable at interest rates acceptable to the City. The Developer understands that the City does not guarantee the marketability of the Bonds or the interest rate thereon.

(c) No court or governmental or regulatory agency shall have enacted or issued any judgment, injunction, statute, rule, regulation or other order, nor shall any action suit, proceeding or investigation before any court or governmental or regulatory authority be pending, which prohibits or would prohibit, in whole or in part, the consummation of the proposed transactions.

(d) All required State and local governmental, regulatory and other third-party approvals or consents shall have been obtained.

(e) The City shall have received an opinion of Bond Counsel as to the tax-exempt status of interest on the Bonds.”

Section 2. First Payment of Reimbursement Obligation. On April 18, 2019, the City reimbursed the Developer for costs of the Infrastructure Improvements in the amount of \$700,000 pursuant to clause (i) of Section 4 of the Development Agreement. The parties hereto agree that \$350,000 remains available pursuant to clause (i) of Section 4 of the Development Agreement, as amended hereby, for reimbursement to the Developer for costs of the Infrastructure Improvements, subject to the satisfaction of all conditions precedent to reimbursement as set forth in the Development Agreement, as amended hereby.

Section 3. General Provisions.

3.1. No Additional Amendments. Except as set forth in Section 1 hereof, the terms and conditions of the Development Agreement shall otherwise remain unchanged with no additional amendment.

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

*[remainder of page left intentionally blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the \_\_\_\_ day of \_\_\_\_\_.

CITY OF GREAT FALLS, MONTANA

[SEAL]

By \_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
City Clerk

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Sara Sexe, City Attorney

STATE OF MONTANA     )  
                                      : ss.  
COUNTY OF CASCADE    )

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

Printed Name: \_\_\_\_\_  
Notary Public for the State of Montana  
Residing at \_\_\_\_\_, Montana  
My Commission Expires:

(Notarial Seal)







**Item:** Resolution 10319 – Resolution of Intention to Approve an Urban Renewal Project (Buffalo Crossing Project)

Ordinance 3209 – Ordinance Approving an Urban Renewal Project (Buffalo Crossing Project) and Associated Infrastructure Improvements in the West Bank Urban Renewal Area and Authorizing Financing of Infrastructure Improvements with Tax Increment Revenue

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

**Initiated By:** Ken Holman and Paula Gundermann doing business as Holman Grain

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

**Action Requested:** City Commission adopt Resolution 10319, conduct first reading of Ordinance 3209 and set a public hearing for November 5, 2019.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution of Intention 10319”

And

“I move that the City Commission (accept/not accept) Ordinance 3209 on first reading and (set/not set) the public hearing for November 5, 2019.”

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

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**Staff Recommendation:**

Staff recommends that the City Commission adopt Resolution 10319, a resolution of intention to approve an urban renewal project (Buffalo Crossing project), accept Ordinance 3209 on first reading, and set a public hearing for November 5, 2019.

**Background:**

The West Bank Urban Renewal and Tax Increment Financing (TIF) District was adopted by the Great Falls City Commission in 2007 and encompasses property on the west bank of the Missouri River on either side of the Central Avenue West Bridge. Within the West Bank Urban Renewal TIF District is the recently approved Buffalo Crossing subdivision that includes the existing Holman barrel building and six lots that were approved for subdivision by the City Commission on July 3, 2018. The purpose of creating the West Bank TIF was to address blighted conditions that had diminished the environmental,

economic, and cultural conditions of the West Bank area over time in order to foster economic development, job creation, and improve overall environmental quality of the area.

Even before approval of the subdivision last year, representatives of the owner have talked to City staff about the possible use of TIF funds to address some significant site development costs as well as public infrastructure improvements that would be beneficial to both the City as well as the quality of the future development. In March of 2019, City staff met with the owner's representatives to review the TIF application requirements as well as discuss potentially eligible site development and infrastructure projects. This meeting and subsequent discussions have led to the attached TIF application proposal further described in this agenda report.

**Analysis:**

***TIF Application***

The applicant, Holman Grain, has submitted a TIF application for \$350,600 of TIF funds to address the following improvements to the Buffalo Crossing Addition:

- 1) Demolition of Existing Structures – The applicant is seeking TIF funds to demolish an existing loading dock on south side of the barrel vault building as well buildings on the west side of Bay Drive. Demolition of these buildings west of Bay Drive will facilitate the construction of a parking lot that will be needed to support new development on the six lots east of Bay Drive. The applicant requested TIF funding assistance to construct the parking lot, but City staff has determined that this private parking lot is not a supportable TIF expense. The TIF funding request for this item is \$74,000.
- 2) Relocate Overhead Power Lines – In order for development to occur on the Buffalo Crossing lots, the NorthWest Energy power lines on the East side of Bay Drive must be relocated to the West side. The TIF funding request for this item is \$140,000.
- 3) Bay Drive Sidewalk and Landscaping – The City requires certain public improvements to the City Right-of-Way as development occurs. The owners have committed to landscaping and sidewalks within the right-of-way before development occurs to improve the streetscape of the property. The TIF funding request for this item is \$81,000.
- 4) Trail Access – The development of the Buffalo Crossing Addition will incorporate a public access to the River's Edge Trail that will serve those wishing to access the trail from Bay Drive. The TIF funding request for this item is \$27,600.
- 5) Civil Engineering Fees – An additional \$28,000 is being sought for final engineering design associated with the project.

The \$350,600 of TIF funds being requested is still a small percentage of the total cost of the project, which is estimated to be \$18,900,694 when all six lots are fully developed. If this request is approved, the relocation of the overhead power lines and the demolition of the existing building will occur this year with all other public improvements taking place over the Spring and Summer of 2020.

**Review Criteria:**

***Preliminary Findings***

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

- No persons will be displaced from their housing by the Project or the infrastructure improvements.

- The Project and the infrastructure improvements substantially satisfy the review criteria of the funding application process and meet the purpose and goals of the State Law, the District and Plan.
- The infrastructure improvements constitute public improvements in accordance with the Act.
- A sound and adequate financial program exists for the financing of the infrastructure improvements.

***Montana Code Annotated (MCA) TIF Regulations***

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

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

***City of Great Falls TIF Review Criteria***

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

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

sewer and waterlines, railroads, etc.

**Staff Analysis** – Staff finds the proposed improvements including the relocation of the overhead power lines, the installation of sidewalks and landscaping within the right-of-way, and the trail access improvement are all eligible projects for TIF District funding and clearly benefit the West Bank TIF District. Having the power lines relocated will allow for a significantly improved streetscape along the six lots within the Buffalo Crossing Addition. Allowing better pedestrian access along Bay Drive and to the River’s Edge Trail will continue the City’s goals of improving active transportation and leveraging the Trail as a community recreation asset.

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

**Staff Analysis** – The applicant’s request is clearly within the 10% cost threshold. The full development of the Buffalo Crossing Addition is estimated to be an \$18 million total investment and will continue the economic stimulus to the area that was initiated by the West Bank One and West Bank Landing developments. The property has long been an under-utilized area of riverfront property. By utilizing TIF funds to help defray costs, the project ultimately has better opportunity to generate the most economic development benefit.

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

**Staff Analysis** – It is expected that the creation of new development with new commercial and residential uses will help significantly increase the tax increment generation for the West Bank TIF District.

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

**Staff Analysis** – Currently, the properties that make up the Buffalo Crossing Addition create no employment opportunities for the district. When development occurs, construction jobs will be generated. Once development has occurred, each of the six lots could potentially have retail/office uses that will create permanent and part-time jobs.

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

**Staff Analysis** – The Buffalo Crossing Addition includes the Holman barrel building that was in disrepair for some time and was required several years ago to be secured in order for the structure not to be considered a nuisance. The development of the property will allow the Holman barrel building to be



adaptively re-used and will not only eliminate blight but significantly improve the condition of the structure. The applicant has removed one underutilized building and is asking for funds to remove other structures and improve both the Buffalo Crossing property as well as lots on the west side of Bay Drive.

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

**Staff Analysis** – Although the Holman building is not historically significant, it is a building eligible to receive designation. The restoration of a historic property, which will be aided by the developer capturing public funding, should be regarded as a significant boost to the local community.

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

**Staff Analysis** – This project will have a positive impact on existing businesses and residents because it will draw more people to the area and enhance the streetscape as well as provide better access to the River’s Edge Trail. Construction of the development project will produce one of the few true riverfront projects in the City and leverage one of the City’s best natural assets.

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

**Staff Analysis** – The vast majority of the cost of development will be borne by the Owner/Applicant. With the site having a former semi-industrial use in the past, using Brownfields grants could be a possibility for any environmental assessments or clean-up.

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

**Staff Analysis** – The Applicant is working with a lending institution to ensure funds will be available for development. A potential buyer has significant interest in purchasing Lot 1 – the barrel building lot, and establishing a brewpub/restaurant.

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

**Staff Analysis** – The applicant has done very little to no previous development within the City. However, the potential buyer of Lot 1 has had significant success and development experience.

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

**Staff Analysis** – Staff believes that the applicant will be able to meet the development schedule as noted within the application. The proposed construction schedule for the items listed within the application

will need to be completed by December 31, 2020, in order for the applicant to receive all the monies related to the second phase of infrastructure work.

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

**Staff Analysis** - All taxes and assessments of the project property were required to be paid in order for the applicant to record the final subdivision plat in July, 2019.

**Fiscal Impact:**

There are adequate funds in the West Bank TIF District to fund the applicant’s request. With that noted, the developer of the West Bank Landing project, Brad Talcott, has submitted a request for \$350,000 from the same City TIF fund to reimburse West Bank LLC for completion of Phase I and II improvements. This request is being considered by the Commission at the same meeting as this item. Because the City’s West Bank TIF fund only has a little over \$350,000, there is not enough money to simultaneously fund both requests at this time. However, the City does receive two annual payments into the TIF, one in December, 2019 and the other during mid-year 2020 that will allow funding of both requests through staggered payments. Subject to City Commission review, the City envisions the following funding sequence:

- \$350,000 of immediate payment to West Bank LLC, presuming approval by the City Commission
- Approximately \$242,000 of reimbursement payment to the Buffalo Crossing applicant upon completion of Phase I improvements (power line relocation and demolition work). The payment would occur after the City’s 2019 TIF fund payment in December.
- Approximately \$108,600 of reimbursement payment to the Buffalo Crossing applicant upon completion of Phase II improvements (trail access, Bay Drive sidewalk/landscaping). Payment would occur after the City’s 2020 mid-year TIF fund payment.

**Alternatives:**

The City Commission may choose to not adopt Resolution of Intention 10319 and may choose to not accept Ordinance 3209 and not set a date for a public hearing.

**Concurrences:**

The Applicant’s request for TIF funding has been reviewed by the City’s Finance and Legal Departments, as well as the City’s outside legal counsel from Dorsey & Whitney LLP. Planning Board recommended approval during their meeting on September 24, 2019.

**Attachments/Exhibits:**

- Resolution 10319
- Ordinance 3209
- Development Agreement
- West Bank Urban Renewal District Plan
- TIF Application
- West Bank Landing Tax increment Financing Draw Request Letter
- Aerial Map
- Site Plan

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Great Falls, Montana (the “City”), hereby certify that the attached resolution is a true copy of Resolution No. 10319, entitled: “RESOLUTION OF INTENTION TO APPROVE AN URBAN RENEWAL PROJECT (BUFFALO CROSSING PROJECT) AND ASSOCIATED INFRASTRUCTURE IMPROVEMENTS IN THE WEST BANK URBAN RENEWAL AREA AND AUTHORIZING USE OF TAX INCREMENT REVENUE FOR COSTS OF INFRASTRUCTURE IMPROVEMENTS; AND CALLING FOR A PUBLIC HEARING THEREON” (the “Resolution”), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a regular meeting on October 15, 2019, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand and seal officially this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
City Clerk

RESOLUTION NO. 10319

RESOLUTION OF INTENTION TO APPROVE AN URBAN RENEWAL PROJECT (BUFFALO CROSSING PROJECT) AND ASSOCIATED INFRASTRUCTURE IMPROVEMENTS IN THE WEST BANK URBAN RENEWAL AREA AND AUTHORIZING USE OF TAX INCREMENT REVENUE FOR COSTS OF INFRASTRUCTURE IMPROVEMENTS; AND CALLING FOR A PUBLIC HEARING THEREON

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

Section 1. Recitals.

1.01. The Commission, pursuant to Amended Ordinance 2967, adopted on March 20, 2007 (the “Ordinance”), created its West Bank Urban Renewal Area (the “District”) and adopted the West Bank Urban Renewal Plan for the District (the “Plan”). The Plan, as adopted, contains a tax increment financing provision, all as set forth in the Ordinance in accordance with Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the “Act”).

1.02. Holman Grain (the “Developer”) proposes to develop a 3.19 acre mixed-use commercial development in the District, consisting of six riverfront lots, renovation of the existing barrel-vault building on Lot 1 and multi-story buildings with commercial and office space on the lower levels and possible housing units on the upper levels on Lots 2-6, to be located at the Buffalo Crossing Addition, at 1 Bay Drive, Great Falls, Montana (the “Buffalo Crossing Project”).

1.03. The Developer has submitted an application for tax increment financing assistance with respect to certain qualified improvements associated with the Buffalo Crossing Project, consisting of demolition of existing buildings, relocation of overhead power utilities, construction and installation of public sidewalks, curbs and gutters, trail access and boulevard landscaping, and civil engineering fees related to the foregoing (collectively, the “Infrastructure Improvements”), at an estimated cost of \$350,600.

1.04. The City’s Fiscal Services, Planning, Community Development, Park and Recreation and Public Works department heads and the Assistant City Manager (the “City Staff”) have jointly reviewed and evaluated the Buffalo Crossing Project and the Infrastructure Improvements and made a report and recommendation (the “City Staff Report”) to the effect that the Buffalo Crossing Project and the Infrastructure Improvements would be beneficial to the public and would result in the rehabilitation and redevelopment of the District, that the Infrastructure Improvements are eligible for tax increment financing in accordance with the Act and the purpose and goals of the District and the Plan, and that the City enter into a development agreement with the Developer with respect to the Buffalo Crossing Project and the Infrastructure Improvements.

1.05. On September 24, 2019, the City Planning Board (the “Planning Board”) received, reviewed and considered the City Staff Report, as well as information from a representative of

the Developer and has made recommendation to the Commission to the effect that Buffalo Crossing Project conforms to the City's comprehensive plan and the City's Growth Policy adopted in accordance with Title 76, Chapter 1, and that the Buffalo Crossing Project and Infrastructure Improvements should be approved as an urban renewal project and that tax increment revenues of the District be used to finance the Infrastructure Improvements.

1.06. Prior to the approval of an urban renewal project, the Commission is required to conduct a public hearing and make certain findings set forth in Montana Code Annotated, Section 7-15-4217.

Section 2. Buffalo Crossing Project and Infrastructure Improvements. If the Buffalo Crossing Project and the Infrastructure Improvements are approved as an urban renewal project, the City intends to enter into a development agreement with the Developer containing terms and conditions pursuant to which the City would agree to use tax increment revenues to pay costs of the Infrastructure Improvements (the "Development Agreement"). A copy of the Development Agreement has been presented to the Commission and is hereby approved. If the Buffalo Crossing Project and the Infrastructure Improvements are approved as an urban renewal project, the City Manager and City Clerk are hereby authorized to execute and deliver the Development Agreement, substantially in the form presented to the Council, with such changes (including to the exhibits attached thereto) as may be approved by the City Manager, in consultation with Dorsey & Whitney LLP, as bond counsel, which approval shall be deemed made by the execution thereof. The execution of the Development Agreement shall be a condition precedent to the reimbursement of the Infrastructure Improvements.

Section 3. Preliminary Findings. Based on the foregoing representations and subject to the public hearing called for herein, the Commission hereby finds, with respect to the Buffalo Crossing Project and the Infrastructure Improvements, as follows:

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

(f) a sound and adequate financial program exists for the use of tax increment revenue of the District to pay for costs of the Infrastructure Improvements, taking into account the tax increment revenue of the District expected to be received by the City and available to pay other obligations of the City with respect to the District.

Section 4. Conditional Approval. The findings and representations in this Resolution are preliminary and subject to testimony presented at the public hearing. In adopting the Resolution and making the preliminary findings contained herein, the City in no way assumes any liability or responsibility for the construction and financing of the Infrastructure Improvements or any other of the public infrastructure required to develop the Buffalo Crossing Project.

Section 5. Public Hearing. A public hearing is hereby called and shall be held on November 5, 2019 at 7:00 p.m. in the Commission Chambers at 2 Park Drive South, Great Falls, Montana regarding the Buffalo Crossing Project and the use of tax increment revenues of the District to finance the costs of the Infrastructure Improvements.

Section 6. Notice. Notice of the public hearing shall be published in the *Great Falls Tribune* on October 20 and October 27, 2019, in substantially the form attached as Exhibit A hereto (which is incorporated by reference and made a part hereof).

Section 7. Reading of Ordinance. The first reading of the Ordinance substantially in the form attached as Exhibit B hereto (the “Ordinance”) shall occur at the Commission’s regular meeting on October 15, 2019 and the second reading of the Ordinance shall occur at the Commission’s regular meeting on November 5, 2019, and it is the Commission’s intention that the Ordinance will be voted upon at the conclusion of the second reading.

Passed and adopted by the City Commission of the City of Great Falls, Montana, on this 15th day of October 2019.

---

Bob Kelly, Mayor

Attest:

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Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

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Sara R. Sexe, City Attorney



EXHIBIT A

NOTICE OF PUBLIC HEARING ON MODIFICATION OF  
CITY OF GREAT FALLS  
WEST BANK URBAN RENEWAL PLAN  
TO APPROVE A PROJECT AS AN URBAN RENEWAL PROJECT

NOTICE IS HEREBY GIVEN that the City Commission (the “Commission”) of the City of Great Falls, Montana (the “City”) will hold a public hearing regarding approval of a development project proposed by Holman Grain (the “Developer”) and associated infrastructure improvements as an urban renewal project and the financing of the infrastructure improvements with tax increment revenues of the West Bank Urban Renewal Area (the “District”) on November 5, 2019 at 7:00 p.m. in the Commission Chambers at 2 Park Drive South, Great Falls, Montana.

The Buffalo Crossing Project as proposed by the Developer, consists of a 3.19 acre mixed-use commercial development, consisting of six riverfront lots, renovation of the existing barrel-vault building on Lot 1 and multi-story buildings with commercial and office space on the lower levels and possible housing units on the upper levels on Lots 2-6, to be located at the Buffalo Crossing Addition, at 1 Bay Drive, Great Falls, Montana (the “Buffalo Crossing Project”).

The Commission has preliminarily determined that the infrastructure improvements associated with the Buffalo Crossing Project, consisting of demolition of existing buildings, relocation of overhead power utilities, construction and installation of public sidewalks, curbs and gutters, trail access and boulevard landscaping, and civil engineering fees related to the foregoing (collectively, the “Infrastructure Improvements”), at an estimated cost of \$350,600, may be paid from tax increment revenues of the District. Any interested persons may appear and will be heard or may file written comments with the Clerk of the Commission prior to such hearing.

Dated: \_\_\_\_\_, 2019.

---

Lisa Kunz, City Clerk

Publication Dates:   October 20, 2019  
                                  October 27, 2019

EXHIBIT B

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is dated as of \_\_\_\_\_, 2019 (this “**Agreement**”), among the CITY OF GREAT FALLS, a municipal corporation of the State of Montana (the “**City**”), and Ken Holman and Paula Gundermann, doing business as HOLMAN GRAIN (the “**Developer**”).

### WITNESSETH:

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

WHEREAS, the City Commission of the City (the “**Commission**”), pursuant to Amended Ordinance No. 2967, duly adopted on March 20, 2007 after a duly called and noticed public hearing thereon, created an urban renewal area as the West Bank Urban Renewal Area (the “**District**”) and adopted the West Bank Urban Renewal Plan (the “**Plan**”) containing a tax increment financing provision; and

WHEREAS, the Developer proposes to develop a 3.19 acre mixed-use commercial development at the Buffalo Crossing Addition in the District, which shall consist of six riverfront lots, renovation of the existing barrel-vault building on Lot 1 and multi-story buildings with commercial and office space on the lower levels and possible housing units on the upper levels on Lots 2-6 (the “**Project**”); and

WHEREAS, the Developer submitted an Application for City of Great Falls Tax Increment Financing (TIF) Funds dated July 12, 2019 (the “**Application**”) for tax increment financing assistance with respect to certain qualified improvements associated with the Project, consisting of demolition of existing buildings, relocation of overhead power utilities, construction and installation of public sidewalks, curbs and gutters, trail access and boulevard landscaping, and civil engineering fees related to the foregoing, as further described on Exhibit B hereto (the “**Infrastructure Improvements**”); and

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

WHEREAS, the Commission, pursuant to Ordinance No. 3209, duly adopted on November 5, 2019, after a duly called and noticed public hearing thereon approved the Project and the Infrastructure Improvements as an urban renewal project and authorized the City to enter into this Agreement which sets forth the obligations and commitments of the City and the Developer with respect to the Project, the Infrastructure Improvements and the Tax Increment.

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

Section 1. Definitions; Rules of Interpretation; Exhibits.

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

**“Environmental Laws and Regulations”** means and includes the Federal Comprehensive Environmental Compensation Response and Liability Act (“CERCLA” or the “Federal Superfund Act”) as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”), 42 U.S.C. §§ 9601 et seq.; the Federal Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 U.S.C. §§ 6901 et seq.; the Clean Water Act, 33 U.S.C. § 1321 et seq.; and the Clean Air Act, 42 U.S.C. §§ 7401 et seq., all as the same may be from time to time amended, and any other federal, State, county, municipal, local or other statute, code, law, ordinance, regulation, requirement or rule which may relate to or deal with human health or the environment including without limitation all regulations promulgated by a regulatory body pursuant to any such statute, code, law or ordinance.

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

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

**“Ordinance”** means Amended Ordinance No. 2967 adopted on March 20, 2007, together with Ordinance No. 3145 adopted on August 2, 2016 and Ordinance No. 3209 adopted on November 5, 2019 (as such may be further amended and supplemented from time to time).

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

**“Tax Increment”** shall mean tax increment (as defined in the Act) from the District.

**“Unavoidable Delay”** means a delay resulting from a cause over which the party required to perform does not have control and which cannot or could not have been avoided by the exercise of reasonable care, including but not limited to acts of God, accidents, war, civil unrest, embargoes, strikes, unavailability of raw materials or manufactured goods, litigation and the delays of the other party or its contractors, agents or employees in the performance of their duties under or incident to this Agreement.

1.2. Rules of Interpretation.

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

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

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

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

Exhibit A—Legal Description of the Land and Map Thereof

Exhibit B—Infrastructure Improvements

Exhibit C—Project Costs

Exhibit D—Form of Developer Requisition Form

Section 2. Developer Representations. The Developer hereby represents as follows:

(a) The Developer duly qualified to do business in the State of Montana (the “**State**”). The Developer has the power to enter into this Agreement and by all necessary partnership action has duly authorized the execution and delivery of this Agreement.

(b) The representations and warranties of the Developer in its Application are true and correct as of the date hereof.

(c) The Developer has good marketable title to the Land, free and clear of all liens, encumbrances and defects except such as do not materially affect the value of the Land or materially interfere with the use made and proposed to be made of the Land by the Developer.

(d) The Developer estimates the total costs of the Project (including Land acquisition) is \$17.2 million, as described in Exhibit C hereto and the Developer has the financial capability and/or financing commitments to complete the Project.

(e) The Developer is not aware of any facts the existence of which would cause the Developer to be in violation of any Environmental Laws and Regulations applicable to the Project or the Infrastructure Improvements. The Developer has not received from any local, State or federal official any notice or communication indicating that the activities of the Developer may be or will be in violation of any Environmental Laws and Regulations applicable to the Project or the Infrastructure Improvements.

(f) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prohibited or limited by, conflicts with or results in a breach of

the terms, conditions or provisions of the certificate of formation or partnership agreement of the Developer or any evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

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

### Section 3. Developer's Undertakings.

3.1. Construction and Maintenance of Project. The Developer hereby agrees and commits to the City that it will diligently prosecute to completion the construction of the Project in accordance with this Agreement, the site plan submitted to the City and all applicable federal, State and local laws, rules, regulations and ordinances relating to or governing the development or use of the Project, including applicable Land Use Regulations and Environmental Laws and Regulations. The total costs of the Project and the source of funds available for payment thereof are shown on Exhibit C hereto. The Developer has the financial capacity to complete the Project, and the Developer agrees to pay all such costs thereof. If there is an increase in the costs of the Project from that shown on Exhibit C hereto and that cannot be covered by the contingency amount, the Developer shall notify the City of the increase and submit additional evidence in a form acceptable to the City that the Developer has the financial capacity and/or financial commitments to cover such additional costs and complete the Project. At all times during the term of this Agreement, the Developer will operate and maintain, preserve and keep the Project or cause the Project to be operated, maintained, preserved and kept for the purposes for which it was constructed, and with the appurtenances and every part and parcel thereof, in good repair and condition. The Developer agrees to permit the City and any of its officers, employees or agents access to the Land for the purpose of inspection of all work being performed in connection with the Project; *provided, however*, that the City shall have no obligation to inspect such work.

3.2. Preparation, Review and Approval of Construction Plans. In connection with the Project, the Developer, at its sole expense, shall prepare and submit construction plans, drawings, and related documents for each portion of the Project to the appropriate City officials for architectural, engineering or land use review and written approval or permits. The Developer acknowledges that no review or approval by City officials may be in any way construed by the Developer to replace, override or be in lieu of any required review, inspection, or approval by the City Building Office, or any other building construction official review or approvals required by any State laws or local ordinances or regulations.

3.3. Competitive Bidding; Prevailing Wage Rates; and Preference for Montana Residents. The Developer understands that the City is obligated to follow certain laws with respect to the expenditure of public funds, which includes Tax Increment. The Developer agrees that in the awarding of contracts or subcontracts for the Infrastructure Improvements that (i) it

will and it will cause its contractor to competitively bid the contracts and subcontracts for each of those components; (ii) the Developer and its contractor and subcontractors will pay Prevailing Wage Rates on such contracts or subcontracts related to the Infrastructure Improvements; (iii) the Developer and its contractor and subcontractors will give preference to the employment of bona fide residents of the State, as required by Montana Code Annotated Section 18-2-403 and as such term is defined by Montana Code Annotated Section 18-2-401(1) and the Administrative Rules of the State, including but not limited to A.R.M. 24.17.147, obliging the Developer and its contractor and subcontractors to hire 50% bona fide Montana residents with respect to the installation and construction of the Infrastructure Improvements; and (iv) when making assignments of work, the Developer and its contractor and subcontractors will use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned. The Developer will provide to the City all documentation requested to verify the compliance of the Developer and its contractor and subcontractors with the foregoing requirements. Failure of the Developer and its contractor and subcontractors to pay the Prevailing Wage Rates with respect to the Infrastructure Improvements shall be considered a breach of this Agreement and the City shall be entitled to exercise any and all measures to assure compliance and retroactive compensation plus interest to employees not paid in accordance with this Agreement, and recovery of any penalty or fine assessed by the State attributed to any failure to pay Prevailing Wage Rates. Additionally, the Authority acknowledges that a violation of these requirements shall result the City not being able to pay or reimburse the Authority for costs of the Infrastructure Improvements. Montana Prevailing Wage Rate for public works projects are published from time to time by and available from the Montana Department of Labor and Industry, Research and Analysis Bureau, P.O. Box 1728, Helena, Montana 59624, telephone number (800) 541-3904; applicable Federal Prevailing Wage Rates for public works projects are published from time to time by and available from <https://www.dol.gov/whd/govcontracts/PrevailingWageResources.htm>.

3.4. Easements. To the extent that the Infrastructure Improvements are to be located on the Land, the Developer hereby agrees to grant to the City and applicable utility companies from time to time such easements, rights-of-way and similar licenses as are reasonably necessary to permit the City or applicable utility company to own, operate and maintain the Infrastructure Improvements. The City and the Developer shall agree to the reasonable location, scope, duration, type, form and use of such easements, rights-of-way or similar licenses pursuant to separate instruments to be negotiated between the parties hereto in accordance with the intent of this Section 3.4.

3.5. Utilities. The Developer shall not interfere with, or construct any improvements over, any public street or utility easement without the prior written approval of the City. All connections to public utility lines and facilities shall be subject to approval of the City and any private utility company involved. The Developer at its own expense shall replace any public facilities or utilities damaged during the Project by the Developer or its agents or by others acting on behalf of or under their direction or control of the Developer or its agents.

3.6. Permits; Environmental Laws and Regulations. The Developer will obtain in a timely manner all required permits, licenses and approvals, and will meet all requirements of all federal, State and local laws, rules, regulations and ordinances, which must be obtained or met in connection with the acquisition and construction of the Project and the Infrastructure



Improvements. Without limiting the foregoing, the Developer will request and seek to obtain from the City or other appropriate governmental authority all necessary variances, conditional use permits and zoning changes. The Developer will comply in all material respects with all Environmental Laws and Regulations applicable to the construction, acquisition and operation of the Project and the Infrastructure Improvements, obtain any and all necessary environmental reviews, licenses or clearances under, and comply in all material respects with, Environmental Laws and Regulations.

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

3.8. Worker's Compensation Insurance. The Developer shall provide in all construction contracts with respect to the Project and the Infrastructure Improvements that each contractor and subcontractor is to be covered by a Worker's Compensation insurance program with the State, a private insurance carrier, or an approved self-insurance plan in accordance with State law.

#### Section 4. Reimbursement.

4.1. Reimbursement Obligation. Subject to the provisions of this Section 4.1 and Section 4.2 hereof, the City shall reimburse the Developer for costs of the Infrastructure Improvements in two phases as follows:

(a) Phase 1: upon completion of the portion of the Infrastructure Improvements consisting of demolition of existing buildings and relocation of overhead power utilities, the City shall reimburse the Developer for the actual costs thereof; and

(b) Phase 2: upon the City's issuance of a Certificate of Occupancy for renovation of the existing barrel-vault building on Lot 1 and completion of the remaining Infrastructure Improvements, the City shall reimburse the Developer for the actual costs thereof;

*provided, however,* that the reimbursement for the Infrastructure Improvements shall not exceed \$350,600 in the aggregate. The obligation of the City to reimburse the Developer for costs of the Infrastructure Improvements shall be further subject to (i) the approval and acceptance by the City of the Infrastructure Improvements and the respective costs thereof and (ii) the availability, in the sole discretion of the City, of sufficient Tax Increment for purposes of such reimbursement. The Developer understands and agrees that the City currently has, and may in the future have, binding commitments with respect to the use of Tax Increment and the reimbursement obligations of the City hereunder shall not have priority over any such other binding commitments. Notwithstanding anything herein to the contrary, if the Developer's conditions to reimbursement set forth in this Section 4.1 and Section 4.2 hereof are not satisfied by December 31, 2020, the City shall have no further obligation to reimburse the Developer for costs of the Infrastructure Improvements.

4.2. Reimbursement Limitations and Conditions. Reimbursement for costs of the Infrastructure Improvements will be based on actual paid invoices for incurred costs provided by the Developer. The City may reject any invoice amounts to the extent not related to Infrastructure Improvements. Notwithstanding Section 4.1, the parties hereto agree that the City will not be required to reimburse the Developer for the Infrastructure Improvements unless:

(a) all of the representations of the Developer as set forth in Section 2 hereof are true and correct;

(b) the Developer is not in breach of any covenant or undertaking as set forth in Section 3 hereof as of the time of such reimbursement; and

(c) a certificate signed by Developer in substantially the form attached as Exhibit D hereto shall accompany any invoices or requests for reimbursement by the City (the “**Developer Requisition Form**”).

Within 30 days of receipt from Developer of a Developer Requisition Form, the City shall issue a check payable to Developer in the amount thereby requested pursuant to the terms and conditions of this Agreement or shall otherwise communicate with Developer regarding the remaining conditions to reimbursement set forth in this Section 4 to be satisfied by Developer prior to such check being issued.

#### Section 5. Sources of Repayment; Covenants to Pay Taxes.

5.1. Taxes. The Developer shall pay or cause to be paid when due and prior to the imposition of penalty all Taxes and all installments of any special assessments payable with respect to the Land and the Project and any improvements thereto or extension thereof.

5.2. Maintenance of Land and Project. Developer agrees to use commercially reasonable efforts to maintain and operate the Land and the Project so as to be able at all times to pay promptly and when due all property taxes levied with respect to the Land and the Project.

#### Section 6. Release, Indemnification and Insurance.

6.1. Release and Indemnification. The Developer releases the City and all Commission members, officers, agents, servants and employees thereof (the “**Indemnified Parties**”) from, and covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties against, any loss, damage, cost (including reasonable attorneys’ fees), claim, demand, suit, action or other proceeding whatsoever (i) arising or purportedly arising out of, or resulting or purportedly resulting from, the acquisition and construction of the Project and the Infrastructure Improvements, any violation by the Developer of any agreement, condition or covenant of this Agreement, the ownership, maintenance and operation of the Project, or the presence on any portion of the Land, of any dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances or (ii) which is caused by the Developer or its officers, agents, contractors, consultants or employees; except that such indemnification shall not apply to the extent that the loss, damage or cost is determined by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of the Indemnified Party.

6.2. Insurance. As long as Developer owns the Project, Developer shall keep and maintain the Project at all times insured against such risks and in such amounts, with such deductible provisions, as are customary in connection with facilities of the type and size comparable to the Project, and the Developer shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for direct damage insurance covering all risks of loss (which need not include flood or seismic), including, but not limited to, the following:

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

on a replacement cost basis in an amount equivalent to the Full Insurable Value thereof. “**Full Insurable Value**” shall include the actual replacement cost of the Project, without deduction for architectural, engineering, legal or administrative fees or for depreciation. The policies required by this Section 6.2 shall be subject to a no coinsurance clause or contain an agreed amount clause, and may contain a deductibility provision not exceeding \$100,000.

Subject to the terms of any mortgage relating to the Project, policies of insurance required by this Section 6.2 shall insure and be payable to Developer, and shall provide for release of insurance proceeds to Developer for restoration of loss. The City shall be furnished certificates showing the existence of such insurance. In case of loss, the Developer is hereby authorized to adjust the loss and execute proof thereof in the name of all parties in interest.

During construction of the Project, any and all of the foregoing insurance policies may be maintained by the Developer’s contractor; *provided* that once the Project is placed into service, Developer shall maintain all of the foregoing insurance policies.

## Section 7. General Provisions.

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

7.2. Rights Cumulative. The rights and remedies of the parties hereto, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party hereto of any one or more of such remedies shall not preclude the exercise by such party, at the same or different times, of any other remedy for the same default or breach or of any of its remedies for any other default or breach of the party subject to the limitation of remedies provided herein. No

waiver made by such party with respect to the performance or the manner or time thereof, of any obligation under this Agreement, shall be considered a waiver with respect to the particular obligation of the other party or a condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any obligations of the other party. Delay by a party hereto instituting or prosecuting any cause of action or claim hereunder shall not be deemed a waiver of any rights hereunder.

7.3. Term of Agreement. If all conditions precedent for the reimbursement by the City of the costs of all Infrastructure Improvements (both Phase 1 and Phase 2) have not been satisfied by December 31, 2020, this Agreement will terminate and the City will have no further obligation to reimburse the Developer for any such costs that have not previously been reimbursed. Otherwise, this Agreement will terminate when all obligations hereunder have been satisfied or discharged. Notwithstanding any termination of this Agreement, Sections 6, 7 and 8 shall in all events survive.

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

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

If to the City:	City of Great Falls P.O. Box 5021 Great Falls, Montana 59403 Attn: Fiscal Services Director
-----------------	--

If to the Developer:	Holman Grain 154 East Portage Road Flowerree, Montana 59440-9717
----------------------	--

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

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

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

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

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

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

7.11. Governing Law. This agreement and the legal relations between the parties hereto will be governed by and construed in accordance with the laws of the State of Montana, without giving effect to any choice of law statutes, rules, or principles. All legal actions arising from this Agreement shall be filed in the District Court of the State of Montana in and for Cascade County, Montana or in the United States District Court with jurisdiction in Cascade County, Montana.

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

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

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

*[remainder of page left intentionally blank]*

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

CITY OF GREAT FALLS, MONTANA

[SEAL]

By \_\_\_\_\_  
Gregory T. Doyon, City Manager

Attest:

\_\_\_\_\_  
City Clerk

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Sara R. Sexe, City Attorney

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





EXHIBIT A

**LEGAL DESCRIPTION OF THE LAND AND MAP THEREOF**

Lots 1-6, Buffalo Crossing Subdivision, Section 11, Township 20 N, Range 3E, P.M. Cascade  
County, Montana



EXHIBIT B

INFRASTRUCTURE IMPROVEMENTS

	<u>Estimated Costs</u>
1. Demo Existing Buildings	\$ 74,000
2. Relocate Overhead Power Line	140,000
3. Bay Drive – Sidewalks & Landscaping	81,000
4. Trail Access	27,600
5. Civil Engineering Fees	<u>28,000</u>
<b>Subtotal</b>	<b>\$ 350,600</b>

EXHIBIT C  
PROJECT COSTS



**BUFFALO CROSSING – PROJECT COST SUMMARY**

January 14, 2019  
Based on Work / Live Buildings  
2 to 3 Story Buildings

A Lot #	B Land / Building Costs	C Construction – Sitework Costs			D Construction – Building Costs			E Contingency 6 % (C+D)	F A&E Fees 9 % (C+D)	TOTAL
		Site Area	Cost / SF	Total	Building Area	Cost / SF	Total			
Lot *1*	\$ 780,404	21,317	\$ 5.00	\$ 106,585	7,001	\$ 120.00	\$ 840,120	\$ 56,802	\$ 85,203	\$ 1,869,115
Lot *2*	\$ 245,042	10,873	\$ 7.00	\$ 76,111	10,000	\$ 200.00	\$ 2,000,000	\$ 124,567	\$ 186,850	\$ 2,632,570
Lot *3*	\$ 244,045	10,829	\$ 7.00	\$ 75,803	10,000	\$ 200.00	\$ 2,000,000	\$ 124,548	\$ 186,822	\$ 2,631,218
Lot *4*	\$ 244,624	10,854	\$ 7.00	\$ 75,978	10,000	\$ 200.00	\$ 2,000,000	\$ 124,559	\$ 186,838	\$ 2,631,999
Lot *5*	\$ 230,898	10,245	\$ 7.00	\$ 71,715	10,000	\$ 200.00	\$ 2,000,000	\$ 124,303	\$ 186,454	\$ 2,613,999
Lot *6*	\$ 574,939	25,511	\$ 5.00	\$ 127,555	18,000	\$ 200.00	\$ 3,600,000	\$ 223,653	\$ 335,480	\$ 4,861,627
<b>Total</b>	<b>\$ 2,319,952</b>	<b>89,629</b>		<b>\$ 533,747</b>	<b>65,001</b>		<b>\$ 12,440,120</b>	<b>\$ 778,432</b>	<b>\$ 1,167,648</b>	<b>\$ 17,239,899</b>

1922 Cherry Drive | Great Falls, Montana 59404 | (406) 315-3618 | [bill@fusion-and.com](mailto:bill@fusion-and.com) | [www.fusion-and.com](http://www.fusion-and.com)

EXHIBIT D

**FORM OF DEVELOPER REQUISITION FORM**

TO: City of Great Falls, Montana (the “**City**”)  
FROM: Holman Grain (the “**Developer**”)  
SUBJECT: Reimbursements for Infrastructure Improvements

This represents Developer Requisition Form No. \_\_\_\_\_ in the total amount of \$\_\_\_\_\_ for payment of the Infrastructure Improvements.

The undersigned, as Authorized Developer Representative, intends that this certificate will satisfy the requirements of Section 4.2(c) of the Development Agreement, dated as of [\_\_\_\_], 2019 between the City and the Developer (the “**Agreement**”), and does hereby certify on behalf of the Developer that:

- (a) the expenditures for which reimbursement is requested are listed in summary form in the attached schedule;
- (b) the amounts requested have been paid by the Developer for property or to contractors, subcontractors, materialmen, engineers, architects or other persons who will perform or have performed necessary or appropriate services or will supply or have supplied necessary or appropriate materials for the acquisition, construction, renovation, equipping and installation of the Infrastructure Improvements, as the case may be, and that, to the best of my knowledge, the fair value of such property, services, or materials is not exceeded by the amounts requested to be paid;
- (c) the cost of work to be reimbursed has been competitively bid and the contractor or subcontractor has paid the Montana prevailing wage for such work;
- (d) no part of the several amounts requested to be reimbursed, as stated in this certificate, has been or is the basis for the payment or reimbursement of any money in any previous or pending request; and
- (e) the reimbursement of the amounts requested will not result in a breach of any of the covenants of the Developer contained in the Agreement.

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Schedule to Developer Certificate No. \_\_\_\_\_

Payee

Purpose

Amount



CERTIFICATE AS TO ORDINANCE AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Great Falls, Montana (the "City"), hereby certify that the attached ordinance is a true copy of an ordinance entitled: "ORDINANCE APPROVING AN URBAN RENEWAL PROJECT (BUFFALO CROSSING PROJECT) AND ASSOCIATED INFRASTRUCTURE IMPROVEMENTS IN THE WEST BANK URBAN RENEWAL AREA AND AUTHORIZING USE OF TAX INCREMENT REVENUE FOR COSTS OF INFRASTRUCTURE IMPROVEMENTS" (the "Ordinance"), on file in the original records of the City in my legal custody; that the Ordinance was duly presented for first reading by the City Commission of the City at a regular meeting on October 15, 2019, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Ordinance has not as of the date hereof been amended or repealed.

WITNESS my hand and seal officially this \_\_\_\_ day of \_\_\_\_\_, 2019.

(SEAL)

\_\_\_\_\_  
Lisa Kunz, City Clerk

I further certify that the Ordinance was duly adopted on second reading by the City Commission of the City at a regular meeting on November 5, 2019, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Ordinance has not as of the date hereof been amended or repealed.

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

WITNESS my hand and seal officially this \_\_\_\_ day of \_\_\_\_\_, 2019.

(SEAL)

\_\_\_\_\_  
Lisa Kunz, City Clerk

ORDINANCE NO. 3209

ORDINANCE APPROVING AN URBAN RENEWAL PROJECT  
(BUFFALO CROSSING PROJECT) AND ASSOCIATED  
INFRASTRUCTURE IMPROVEMENTS IN THE WEST BANK  
URBAN RENEWAL AREA AND AUTHORIZING USE OF  
TAX INCREMENT REVENUE FOR COSTS OF  
INFRASTRUCTURE IMPROVEMENTS

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

Section 1. Recitals.

1.01. The Commission, pursuant to Amended Ordinance 2967, adopted on March 20, 2007 (the “Ordinance”), created its West Bank Urban Renewal Area (the “District”) and adopted the West Bank Urban Renewal Plan for the District (the “Plan”). The Plan, as adopted, contains a tax increment financing provision, all as set forth in the Ordinance in accordance with Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the “Act”).

1.02. Holman Grain (the “Developer”) proposes to develop a 3.19 acre mixed-use commercial development in the District, consisting of six riverfront lots, renovation of the existing barrel-vault building on Lot 1 and multi-story buildings with commercial and office space on the lower levels and possible housing units on the upper levels on Lots 2-6, to be located at the Buffalo Crossing Addition, at 1 Bay Drive, Great Falls, Montana (the “Buffalo Crossing Project”).

1.03. The Developer has submitted an application for tax increment financing assistance with respect to certain qualified improvements associated with the Buffalo Crossing Project, consisting of demolition of existing buildings, relocation of overhead power utilities, construction and installation of public sidewalks, curbs and gutters, trail access and boulevard landscaping, and civil engineering fees related to the foregoing (collectively, the “Infrastructure Improvements”).

1.04. Pursuant to the Act and Resolution No. 10319, adopted October 15, 2019 (the “Resolution”), the City set forth its intention to designate and approve the Buffalo Crossing Project and the Infrastructure Improvements as an urban renewal project.

Section 2. Findings. The Commission hereby finds, with respect to the Buffalo Crossing Project and the Infrastructure Improvements as follows:

- (a) no persons will be displaced from their housing by the Buffalo Crossing Project or the Infrastructure Improvements;
- (b) the Plan, as modified to include the Buffalo Crossing Project and the Infrastructure Improvements, conforms to the comprehensive plan or parts thereof for the City as a whole;

- (c) the Plan, as modified to include the Buffalo Crossing Project and the Infrastructure Improvements, will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the District by private enterprise; and
- (d) a sound and adequate financial program exists for the use of tax increment revenue of the District to pay for costs of the Infrastructure Improvements, as more particularly described in the Resolution.

Section 3. Modification of Plan. This Commission hereby approves, ratifies and confirms modification of the Plan to designate the Buffalo Crossing Project and the Infrastructure Improvements as an urban renewal project within and under the Plan. All actions of this Commission heretofore taken with respect to the Buffalo Crossing Project and the Infrastructure Improvements, to the extent not inconsistent herewith, are hereby ratified and confirmed.

Section 4. Modification of Buffalo Crossing Project and Infrastructure Improvements. The Buffalo Crossing Project and/or the Infrastructure Improvements may be modified by the Commission if it determines by Resolution that an adjustment to the Buffalo Crossing Project and/or Infrastructure Improvements is required and in the best interest of the City.

Section 5. Effect. This Ordinance shall take effect from and after 30 days of its passage by the Commission.

Passed and adopted by the City Commission of the City of Great Falls, Montana, on this 5<sup>th</sup> day of November, 2019.

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Bob Kelly, Mayor

Attest:

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Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

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Sara R. Sexe, City Attorney

# West Bank Urban Renewal Plan Great Falls, Montana



2007

## Acknowledgements

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

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

Planning Oversight:

- Benjamin Rangel, Great Falls Planning Director

Project Consultant:

- Janet Cornish, Community Development Services of Montana

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## Chapter 1. Introduction

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

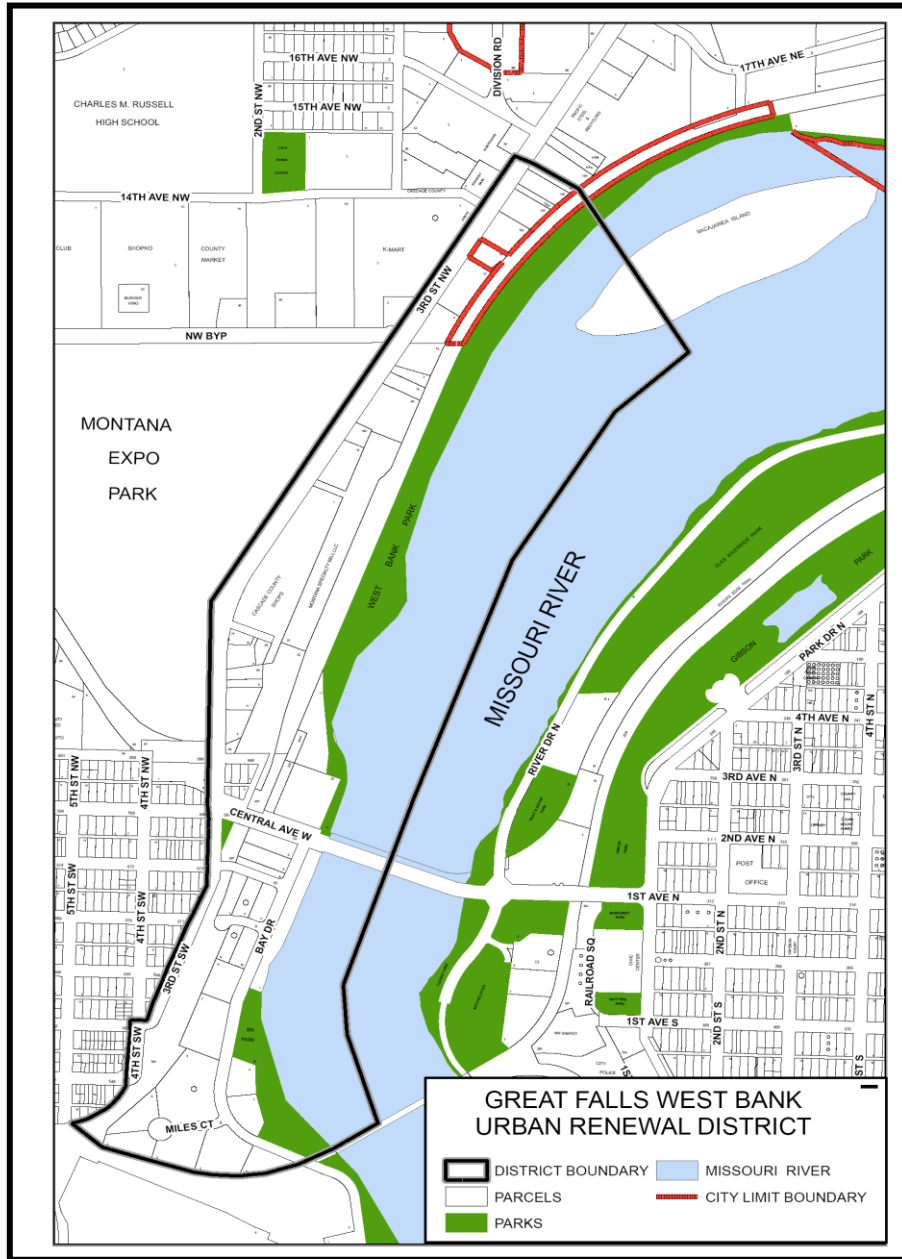
This urban renewal effort is being undertaken in accordance with the Montana Urban Renewal Law which provides for the renewal of "blighted" areas in 7-15-42 and 7-15-43, MCA, as follows:

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

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

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

**Figure 1. Great Falls West Bank Urban Renewal District**



**Statement of Purpose**

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

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

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

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

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

## Chapter 2. Description of the Urban Renewal District

### Legal Description of the West Bank Urban Renewal District

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

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

### Area History

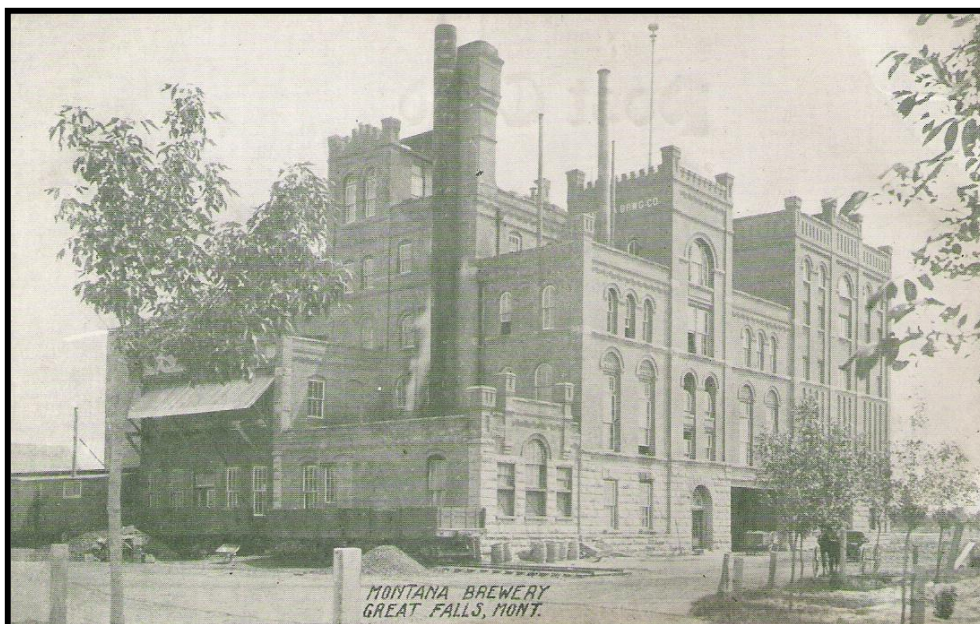
Historically, the west side of the Missouri River in Great Falls was the home of Montana’s largest gasoline refinery, built by the Great Falls Sunburst Oil and Refinery Company. The refinery began operations in early 1923 along the 300 and 400 block of 3<sup>rd</sup> Street Northwest and was subsequently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





**Figure 2 Cascade County Shops**

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



**Figure 3. Montana Brewery.**



### Existing Characteristics

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



**Figure 4. Former Highway Department Building**

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



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

Source: U.S. Census (2000 Information)

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

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

Census designations are noted in Figure 5.

### Zoning Designation

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

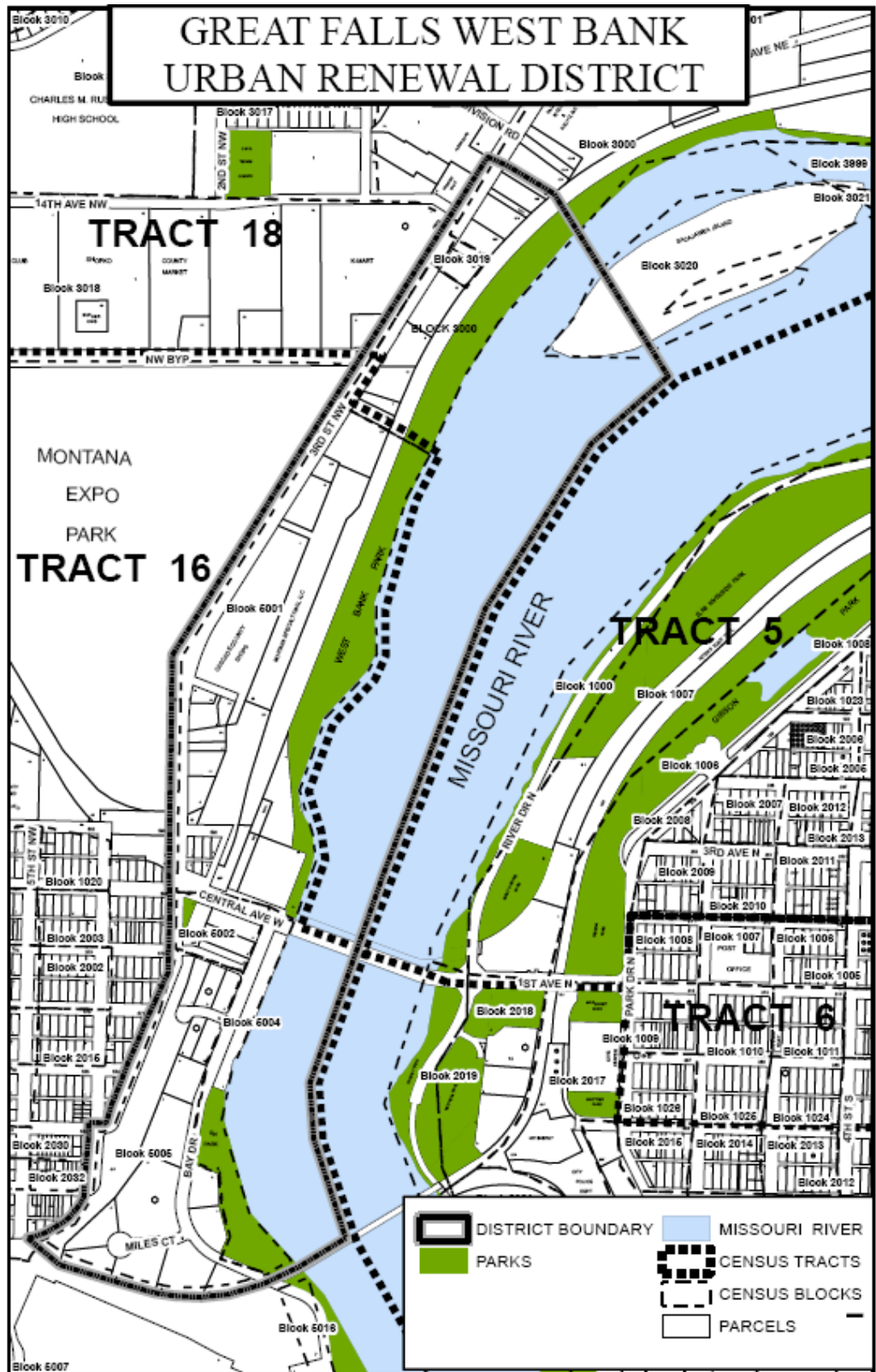


Figure 5. Census Designations

## Chapter 3. Key Findings

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

### **Area Assets and Opportunities**

#### The Missouri River and West Bank Park

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

#### Proximity to Downtown/Combating Urban Sprawl

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

#### Proximity to Transportation Corridors

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

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

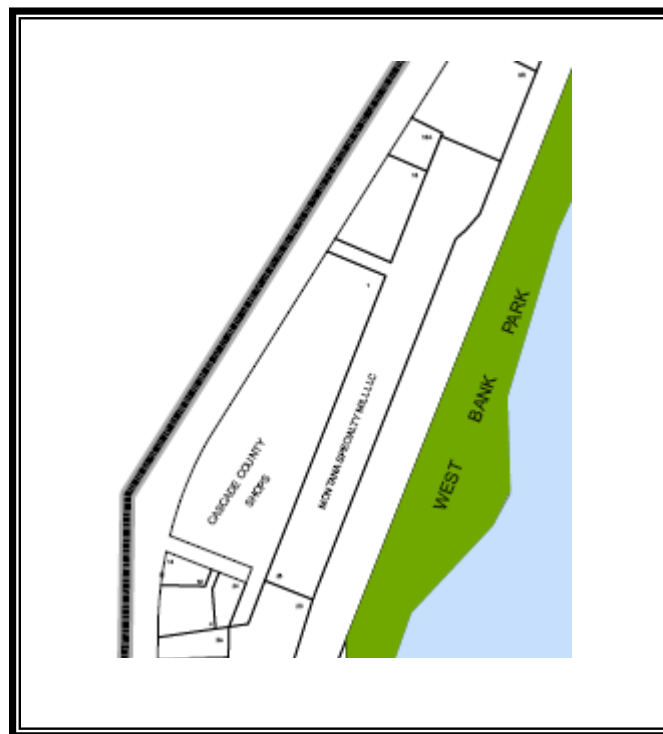
### Existing and Proposed Area Development

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

### **Challenges**

#### Clean-up of Contaminants

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



**Figure 6. Contaminated Area**

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

#### Lot Size

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

#### Access

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

### **Blighted Conditions in the West Bank Urban Renewal District**

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

#### Physical deterioration of buildings

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

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

### Inappropriate or mixed uses of land or buildings

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

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

### Public Infrastructure/Defective or Inadequate Street Layout

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

### Unhealthy or Unsafe Conditions

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

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

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



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

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

### **Remediation of Environmental Pollutants**

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

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

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

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

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



Figure 7. Montana Specialty Mills

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

**Strategies:**

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

**Public Infrastructure Improvements**

Sewer and Water Services

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

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

**Strategies:**

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

Area Access – Pedestrian and Vehicular

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

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

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

**Strategies:**

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

Park Development

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

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



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

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

**Strategies:**

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



### Area Design Features, Including Lighting and Landscaping

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

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

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

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

#### **Strategies:**

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

## **Community and Economic Development**

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

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

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

### Fostering Private Development

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

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

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



**Goal: Encourage thoughtful, well designed private development activity.**

**Strategies:**

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

Working in Partnership with Downtown

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

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

**Strategies:**

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

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

### **Historic/Cultural Resources**

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

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

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

**Strategies:**

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



**Figure 9. Cowboy's Bar**

## **Natural Resources**

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

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

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

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

### **Strategies**

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

## **Chapter 5. Planning Approach – The Defining Elements**

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

### **Sub Area Planning – Phased Development**

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

### **Thoughtful Design**

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

### **Intergovernmental Cooperation**

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



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

### **Public Investment**

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

### **Planning Consistency**

#### Conformity with the Growth Policy

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

#### Other Planning Documents

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

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

## **Chapter 6. Implementation**

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

### **Administration**

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

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



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

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

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

## **Program Funding**

### **Tax Increment Financing Provision**

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

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

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

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

### **Other Financing Mechanisms**

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

### *Transportation Infrastructure*

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

#### *A. Bridge and Road Mills (Property Taxes)*

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

#### *B. Transportation Improvement Authority*

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

#### *C. Community Transportation Enhancement Program*

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

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

- Pedestrian and bicycle facilities
- Historic preservation

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

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

#### *D. State Fuel Tax*

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

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

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

#### *Debt Financing – All Types of Projects*

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

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

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

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

#### *A. Special Improvement Districts*

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

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

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

### *B. General Obligation Bonds*

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

### *C. Revenue Bonds*

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

### ***Railroad Crossing Related Programs***

#### *A. STPRP - Rail/Highway Crossing Protective Devices Program*

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

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

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



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

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

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

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

***A. Treasure State Endowment Program ~ Montana Department of Commerce***

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

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

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



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

*B. The Montana Intercap Program ~ Montana Board of Investments*

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

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

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

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

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

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

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

Eligible grantees are as follows:

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

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

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

#### *D. Public Works Program ~ Economic Development Administration*

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

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

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

#### *E. Water, Wastewater and Solid Waste Action Coordinating Team*

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

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

### ***Voluntary Programs***

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

### **West Bank Urban Renewal Program Evaluation**

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

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

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

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

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



**Figure 10. Urban Renewal Area from the north**



APPENDIX A. RESOLUTION OF BLIGHT

RESOLUTION 9626

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

\*\*\*\*\*

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

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

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

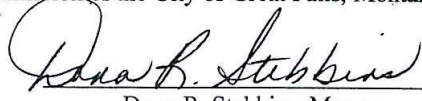
WHEREAS, the City of Great Falls has conducted the study (attached as Exhibit "A" to this Resolution) to determine the existence of blight in an area known as the West Bank and generally described as bounded on the West by 3rd Street NW/SW, on the East by the center line of the Missouri River, on the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

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


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

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

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

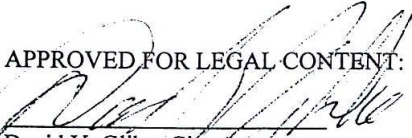
  
\_\_\_\_\_  
Dona R. Stebbins, Mayor

ATTEST:

  
\_\_\_\_\_  
Peggy J. Bourne, City Clerk

(SEAL OF CITY)

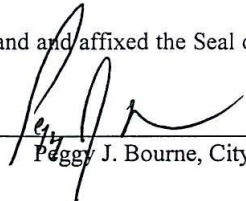
APPROVED FOR LEGAL CONTENT:

  
\_\_\_\_\_  
David V. Gliko, City Attorney

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

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

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

  
\_\_\_\_\_  
Peggy J. Bourne, City Clerk

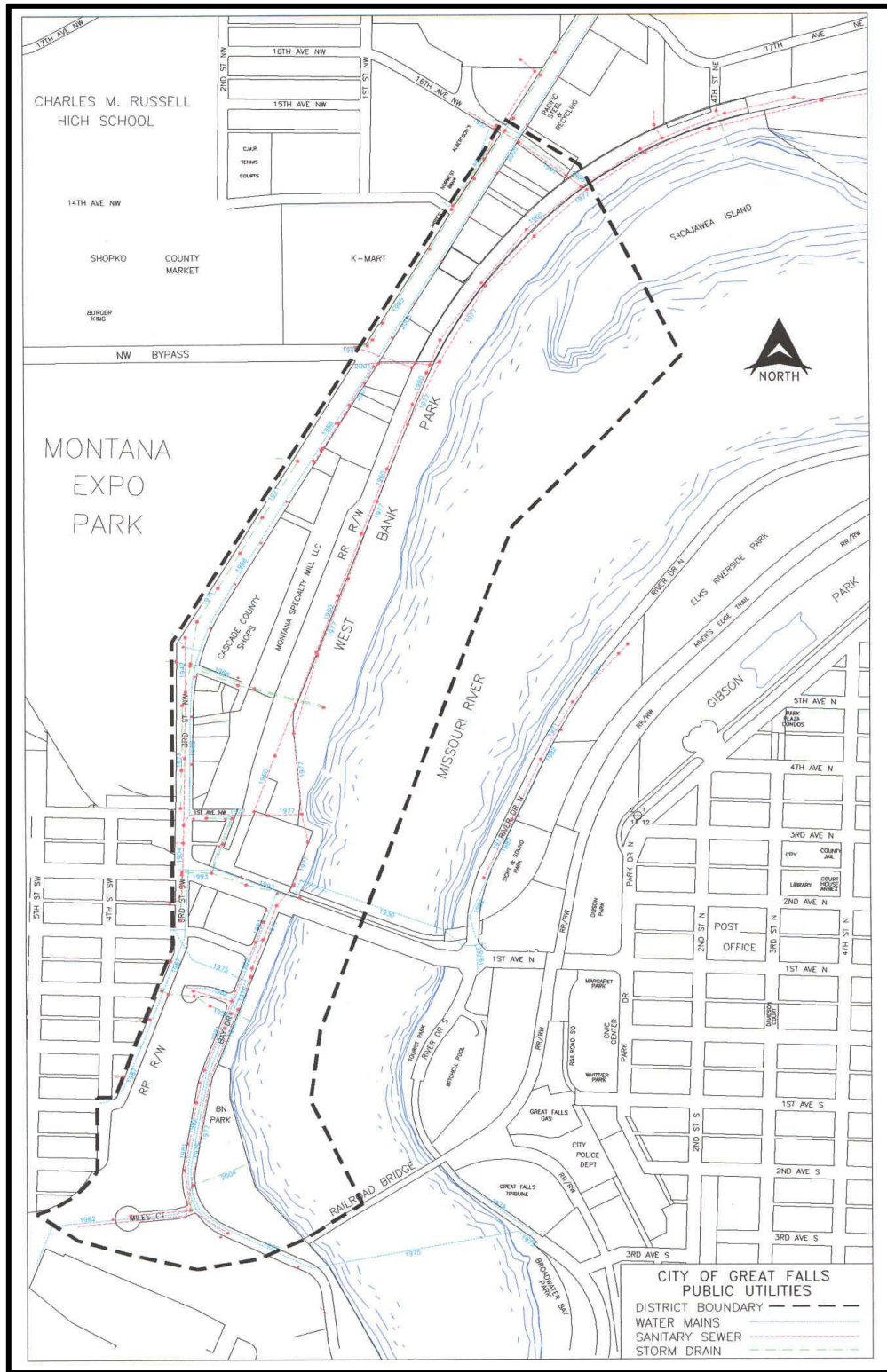
(SEAL OF CITY)



## APPENDIX B – WEST BANK URBAN RENEWAL DISTRICT PARCEL DATA

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

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



## APPENDIX D

### ALLOWABLE USES OF TAX INCREMENT FUNDS

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

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

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

---

Melissa Kinzler  
Finance Director  
City of Great Falls

Aug. 9, 2019

RE: West Bank Landing Tax Increment Financing Draw Request

Dear Ms. Kinzler,

On March 29, 2019, West Bank Landing submitted its request – and backup – for reimbursement of \$2,642,614 from the West Bank Tax Increment Financing district. We also submitted Developer Certificate Number 1 for the same amount. As outlined in the Development Agreement, West Bank substantially completed Phases I and II at a cost of \$35,446,610, exceeding the \$32,000,000 requirement of the agreement.

The City of Great Falls approved the request and provided a first payment of \$700,000 payable to West Bank Landing.

Given that the TIF district currently has funds available, West Bank Landing is requesting a second payment of \$350,000 of the remaining TIF funds owed. We also request that simultaneously the City begin the process of selling bonds to repay West Bank Landing the remaining balance.

We understand that with new developments planned, there may be increased demand for the TIF funds. We'd like to point out, however, that we are well past the planning stage and have actually invested tens of millions of dollars into revitalizing a blighted area. We hope that is taken into consideration as TIF funds are distributed. Recouping these dollars will also allow West Bank Landing to continue the work of expanding the development and generating new jobs and taxes.

We assume the reimbursement materials and Developer Certificate submitted in March remain on file, so we are not resubmitting them. However, if more information is required or if you have questions, please do not hesitate to contact me by phone or email.

Thank you for your consideration.

Sincerely,



Brad Talcott  
Authorized Developer Representative | West Bank Landing  
406-899-3617 | bradt@jtcmtbuilders.com

**WEST BANK**  
LANDING



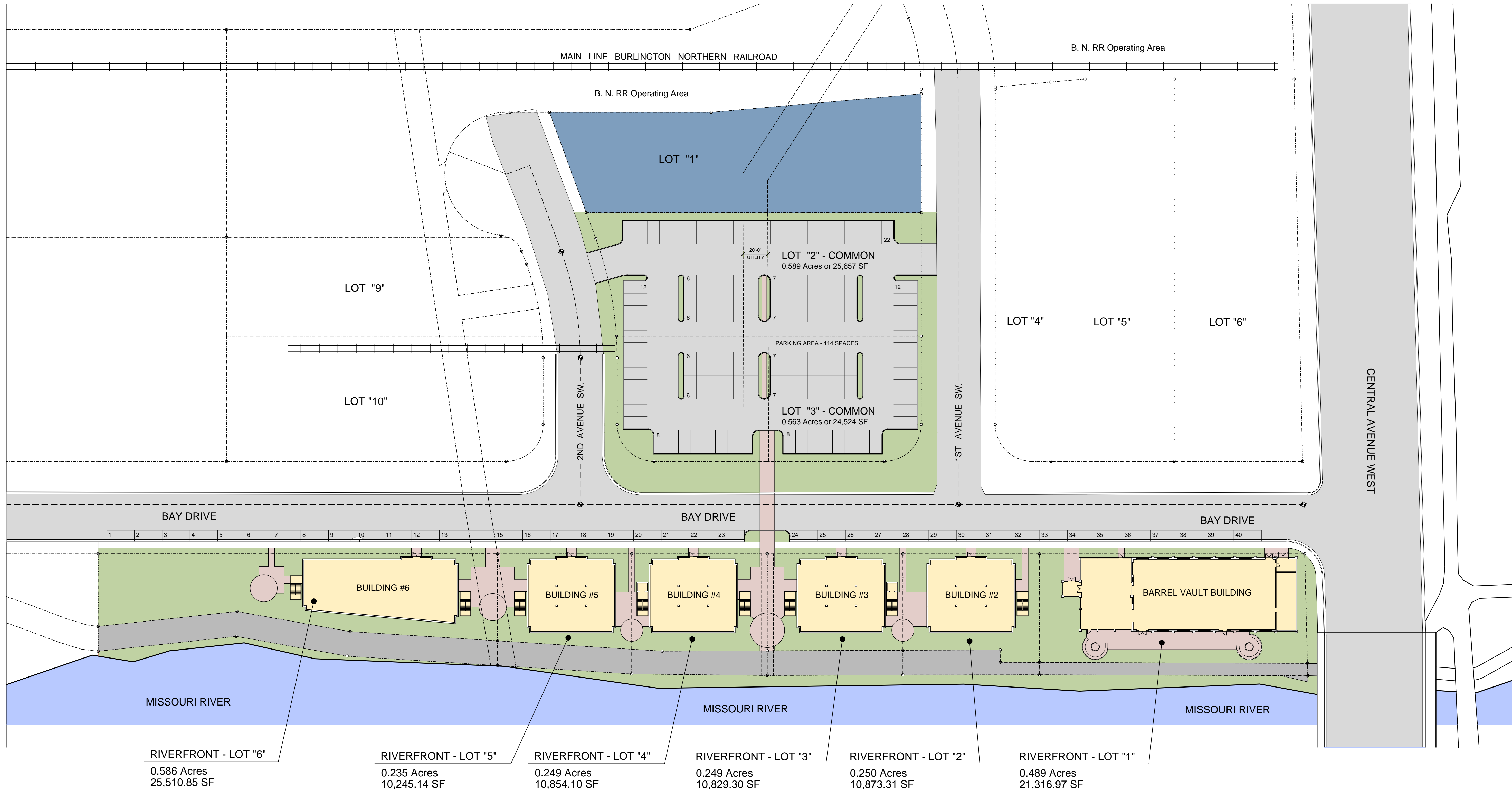


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The City of Great Falls uses the most current and complete data available. However, GIS data and product accuracy may vary. GIS data and products may be developed from sources of differing accuracy, accurate only at certain scales, based on modeling or interpretation, incomplete while being created or revised, etc. The City of Great Falls reserves the right to correct, update, modify, or replace, GIS products without notification. The City of Great Falls cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. Using GIS data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may neither assert any proprietary rights to this information nor represent it to anyone as other than City Government-produced information. The City of Great Falls shall not be liable for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.

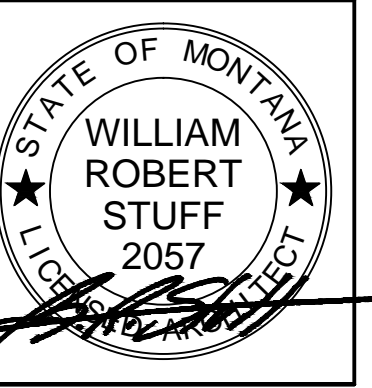
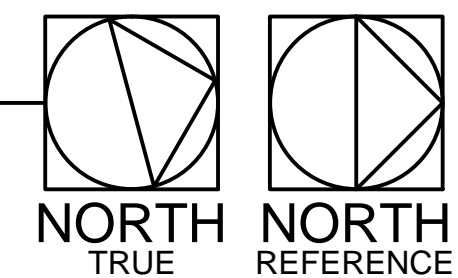




# PROPOSED SITE PLAN - OPTION #1

SCALE: 1" = 40'-0"

PARKING LOT - 114 STALLS  
STREET PARKING - 40 STALLS



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Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

**BUFFALO CROSSING - MIXED USE DEVELOPMENT**  
**HOLMAN PROPERTY**  
**GREAT FALLS, MONTANA**

<b>Project Info.</b>	
Project No.	17FAD17
Date	Sept. 23, 2019
Revisions	
Drawn By	WRS

**Sheet Title**  
proposed site plan  
option #1

**Sheet Number**  
**A1.10**



**Item:** Ordinance 3210 – An Ordinance by the City Commission of the City of Great Falls to assign R-3 Single-Family High Density zoning to the properties legally described as Lots 4-6, Block 10 of Finlay’s Supplement to Prospect Park Addition, and the adjoining right-of-way of 15th Street South and 22nd Alley South.

**From:** Erin Borland, Planner III, Planning and Community Development

**Initiated By:** Mowry K. Yearout, Owner

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

**Action Requested:** City Commission accept Ordinance 3210 on first reading and set a public hearing for November 5, 2019.

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3210 on first reading and (set/not set) a public hearing for November 5, 2019.”

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

---

**Staff Recommendation:**

At the conclusion of a public hearing held on September 24, 2019, the Zoning Commission recommended that the City Commission approve the establishment of R-3 Single-family High Density zoning for the subject properties with the following conditions:

**Conditions of Approval:**

1. **General Code Compliance.** 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 applicant shall execute and abide by the terms and conditions of their Revised Annexation Agreement for the subject properties. Said agreement must be signed by the applicant and will be recorded by the City. All applicable fees shall be paid.
3. **Amended Plat.** Provide a revised Amended Plat of the subject properties, showing the proposed aggregation and boundary line adjustments, containing all easements required by the City of



Great Falls. The revised Plat shall incorporate corrections of any errors or omissions noted by Staff.

4. **Land Use & Zoning.** The development standards and land uses for the subject properties shall be consistent with the Official Code of the City of Great Falls (OCCGF).
5. **Subsequent modifications and additions.** If after establishment of the zoning, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria. If such proposed changes would alter a finding, the proposal shall be submitted for review as a new development application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.

**Summary:**

Finlay's Supplement to Prospect Park is an old subdivision that dates back to the 1890's. The applicant currently owns six lots, three of which are located within City limits and three that are still in County jurisdiction. The properties are served by City water and a septic tank that is located on the County parcels. In order to sell the property as single tract of land, the owner has petitioned to annex the three parcels in the County and then aggregate all six parcels together.

**Background:**

The subject properties proposed for annexation are legally described as Finlay's Supplement to Prospect Park Addition, Lots 4-6, Block 10 and the adjoining right-of-way of 15th Street South and 22nd Alley South. As stated previously, the property owner is petitioning to annex the three lots that currently reside in County jurisdiction in order to sell the property as a whole. City Commission decision regarding the annexation of the subject properties will be conducted at a public hearing proposed for November 5.

From staff's perspective, extending the City's municipal boundary to match property ownership makes sense. Although the City is only providing water service to the properties and street services are minimal because the adjoining street is not yet paved and curbed, no new development is being proposed that would stress City service levels. Due to the fact that a City sewer main is several blocks away and cannot be feasibly extended at this time, staff is willing to support a petition for annexation without immediate connection to the City sewer system. However, such a connection would need to be made in the future when the relatively new septic system eventually is not usable.

**Establishment of Zoning:**

The subject properties for the annexation are proposed to have R-3 Single-family high-density zoning. Although the aggregated lots will be larger than normal, this zoning category was selected because it corresponds to the existing zoning classification of the surrounding lots of Finlay's Supplement. The applicant's three lots that are already located within the City are also zoned R-3.

The basis for decision on zoning map amendments is listed in OCCGF §17.16.40.030. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the criteria which are attached as Findings of Fact – Zoning Map Amendment.

**Neighborhood Council Input:**

The subject properties are located in Neighborhood Council #6. Because of the minor nature of this request, the applicant's petition has not been formally presented to Council #6. Rather, information has

been sent to the Neighborhood Council prior to the City Commission meeting. To date, staff has not received any inquiries or comments from the Council on the proposal.

**Fiscal Impact:**

Because the proposed annexation and zoning designation are not associated with an actual development request and three of the six lots are already within City limits, there is no fiscal impact that will affect the City.

**Alternatives:**

The City Commission could deny acceptance of Ordinance 3210 on first reading and not set the public hearing.

**Concurrences:**


Representatives from the City’s Public Works and Engineering Departments have been involved throughout the review and approval process for this project. Both departments concur with the proposed annexation as well as how infrastructure requirements have been addressed in the Improvement Agreement.


**Attachments/Exhibits:**

- Aerial Map
- Zoning Map
- Ordinance 3210
- Ordinance 3210 Exhibit A
- Findings of Fact/Basis of Decision – Zoning Map Amendment
- Applicant Narrative


# AERIAL MAP

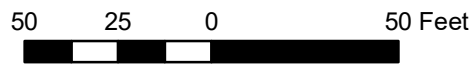


 Adjoining Right-of-way to be annexed

 LotLines


 Subject Properties

 Tracts of Land




# ZONING MAP




 Adjoining Right-of-way to be annexed

 LotLines


 Subject Properties

 R-3 Single-family High Density

U Unincorporated Enclave

 Tracts of Land

50 25 0 50 Feet



ORDINANCE 3210

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS ASSIGNING A ZONING CLASSIFICATION OF R-3 SINGLE-FAMILY HIGH DENSITY DISTRICT TO THE PROPERTIES LEGALLY DESCRIBED AS: LOTS 4-6, BLOCK 10 OF FINLAY'S SUPPLEMENT TO PROSPECT PARK ADDITION AND THE ADJOINING RIGHT OF WAY OF 15TH STREET SOUTH AND 22ND ALLEY SOUTH LOCATED IN THE S1/2 SW1/4 OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M. MT, CASCADE COUNTY, MONTANA

\* \* \* \* \*

WHEREAS, Mowry K. Yearout, is the owner of record and has petitioned the City of Great Falls to annex the subject properties, consisting of ±0.215 acres, as legally described above; and

WHEREAS, Mowry K. Yearout has petitioned said properties to be assigned a City zoning classification of R-3 Single-family High Density, upon annexation to the City; and

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on September 24, 2019, to consider said zoning request and, at the conclusion of said hearing, passed a motion recommending the City Commission zone the property legally described as Lots 4-6, Block 10 of Finlay's Supplement to Prospect Park Addition, and the adjoining right-of-way of 15th Street South and 22nd Alley South located in S1/2 SW1/4 of Section 18, Township 20 North, Range 4 East, P.M. MT, Cascade County, Montana to R-3 Single-family High Density district; and

WHEREAS, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing before the Great Falls City Commission on this zoning designation would be held on the 5th day of November, 2019, before final passage of said Ordinance herein; and

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

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

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

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

Section 2. That the property legally described as: Lots 4-6, Block 10 of Finlay's Supplement to Prospect Park Addition, and the adjoining right-of-way of 15th Street South and 22nd Alley South located in S1/2 SW1/4 of Section 18, Township 20 North, Range 4 East, P.M. MT, Cascade County, Montana, be designated as R-3 Single-family High Density as shown in Exhibit A.

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

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading October 15, 2019.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading November 5, 2019.

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Bob Kelly, Mayor

ATTEST:

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Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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Sara Sexe, City Attorney



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

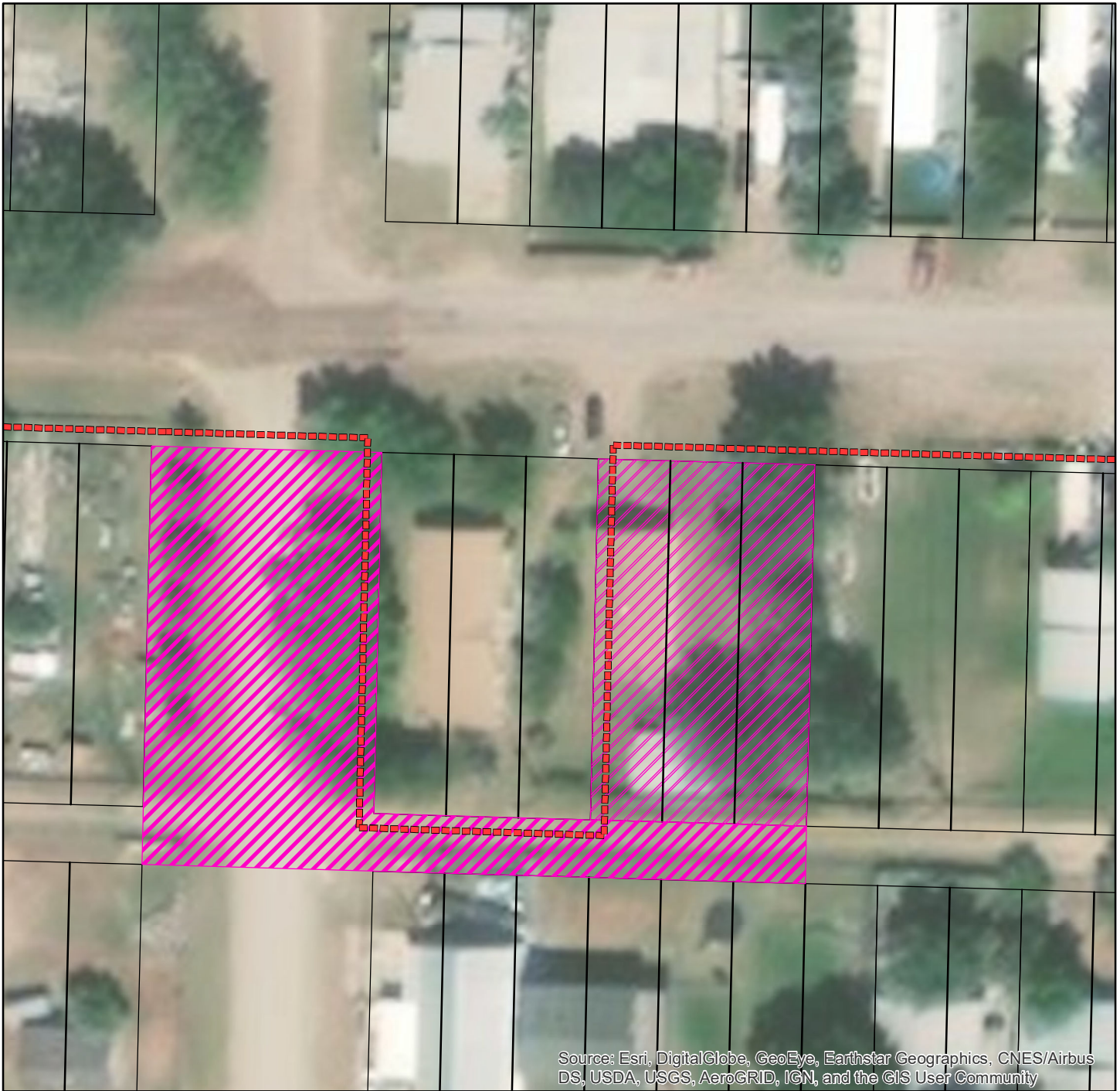
I, Darcy Dea, Deputy City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3210, on the Great Falls Civic Center posting board and the Great Falls City website.

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Darcy Dea, Deputy City Clerk

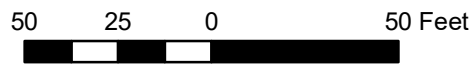
(CITY SEAL)

# Ordinance 3210 - Exhibit A



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

 Ordinance 3210



## FINDINGS OF FACT – ZONING MAP AMENDMENT

Finlay's Supplement to Prospect Park Addition, Lots 4-6, Block 10 and the adjoining right-of-way of 15<sup>th</sup> Street South and 22<sup>nd</sup> Alley South located in the S1/2 SW1/4 Section 18, T20N, R4E PMM, Cascade County, Montana.

### PRIMARY REVIEW CRITERIA:

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

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

The proposed zoning assignment of R-3 Single-family high density is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. Additionally the policies that this establishment of zoning is consistent with include:

##### Social - Housing

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

##### Physical - Land Use

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

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

The Growth Policy identifies that Great Falls embodies balanced, compatible growth; the approval of the annexation with the establishment of R-3 zoning will create balanced growth that is compatible with the adjacent properties as well as carry out the vision of the adjacent zoning districts surrounding the property.

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

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. The subject properties are located adjacent to Neighborhood Council #6. Due to the small annexation that will bring the rest of the property that is owned by the applicant into the city limits and establish consistent zoning, and the time sensitivity of the proposal, information will be sent via email to the Neighborhood Council prior to the City Commission hearing.

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

The subject property does not lie within any adopted planning or sub-area planning areas.

**4. The code with the amendment is internally consistent.**

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

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

There are no existing public health, safety, or welfare issues that have been identified for these properties. The existing home is serviced by City water and the existing septic is to remain until failure. The zoning assignment has no impact on these issues.

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

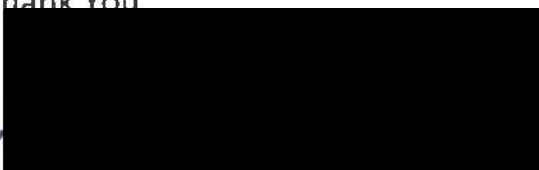
The City has the financial and staffing capability to enforce the amendment if it is approved.

8-22-19



My mother, Mowry K. Yearout, owns the property at 1500 21<sup>st</sup> Ave South. It is six lots and includes the address of 1508 21<sup>st</sup> Ave South. Three of these lots are city and the other three are county. She is on city water and a septic system. The manufactured home is on a foundation which is on one of the city lots. Her septic system tank was installed on a county lot, and runs across to her house. We are in the process of selling her house and the split between city and county lots is making this a difficult task as far as financing goes. We would like all 6 lots under the same jurisdiction.

Thank You

  
Laura Girard,  
POA for Mowry K Yearout



**Item:** Appointments, Great Falls Citizen’s Council  
**From:** City Commission  
**Initiated By:** City Commission  
**Presented By:** City Commission  
**Action Requested:** Appoint two members of the City Commission to serve on the Great Falls Citizen’s Council for the October 29, 2019 meeting.

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**Suggested Motion:**

1. Mayor moves:

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

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

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

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

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

The first meeting for 2019 was on January 29, 2019 in which Mayor Kelly and Commissioner Robinson served as the Commission Representatives. Commissioners Moe and Bronson served during the May 28, 2019 meeting.