



**Planning Advisory Board/Zoning Commission**  
**May 25, 2021 Agenda**  
**2 Park Drive South, Great Falls, MT**  
**Commission Chambers, Civic Center**  
**3:00 PM**

**UPDATES CONCERNING PROCESS OF MEETINGS**

In order to honor the Right of Participation and the Right to Know (Article II, Sections 8 and 9 of the Montana Constitution), the City of Great Falls and Planning Advisory Board/Zoning Commission are making every effort to meet the requirements of open meeting laws:

- Effective May 4, 2021 Planning Advisory Board/Zoning Commission members and City staff will be attending the meeting in person.
- The agenda packet material is available on the City's website: <https://greatfallsmt.net/meetings>. The Public may view and listen to the meeting on government access channel City-190, cable channel 190; or online at <https://greatfallsmt.net/livestream>.
- Public participation is welcome in the following ways:
  - Attend in person. Please refrain from attending in person if you are not feeling well.
  - Provide public comments via email. Comments may be sent via email before 12:00 PM on Tuesday, May 18, 2021, to: [jnygard@greatfallsmt.net](mailto:jnygard@greatfallsmt.net). Include the agenda item or agenda item number in the subject line, and include the name of the commenter and either an address or whether the commenter is a city resident. Written communication received by that time will be shared with the City Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and, will be so noted in the official record of the meeting.
  - Call-in. The public may call in during specific public comment periods at 406-761-4786. All callers will be in a queued system and are asked to remain on hold and be patient. Calls will be taken in the order in which they are received. Callers will be restricted to customary time limits. This is a pilot service to test the feasibility of expanded public participation by phone. We ask for your patience in the event there are technical difficulties

**OPENING MEETING**

1. Call to Order - 3:00 P.M.
2. Roll Call - Board Introductions  
  
**Dave Bertelsen - Chair**  
**Chuck Pankratz - Vice Chair**  
**Lindsey Bullock**  
**Kelly Buschmeyer**  
**Pat Green**  
**Tory Mills**  
**Samantha Shinaberger**
3. Recognition of Staff
4. [Approval of Meeting Minutes - April 27, 2021](#)

## **BOARD ACTIONS REQUIRING PUBLIC HEARING**

5. Public Hearing – Preliminary Plat for West Ridge Addition Phase IX, legally described as Peretti Addition Tract 2, located in the SE ¼ Section 26, Township 21 North, Range 3 East, PMM, City of Great Falls, Cascade County, MT.

## **BOARD ACTIONS NOT REQUIRING PUBLIC HEARING**

6. Amendment to the Downtown Urban Renewal Plan

## **COMMUNICATIONS**

### **PUBLIC COMMENT**

*Public Comment on any matter and that is within the jurisdiction of the Planning Advisory Board/Zoning Commission. Please keep your remarks to a maximum of five (5) minutes. Speak into the microphone, and state your name and address for the record.*

### **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.*

*Planning Advisory Board/Zoning Commission meetings are televised on cable channel 190 and streamed live at <https://greatfallsmt.net>. Meetings are re-aired on cable channel 190 the following Thursday at 7 p.m.*

**MINUTES OF THE MEETING  
GREAT FALLS PLANNING ADVISORY BOARD/ZONING COMMISSION  
April 27, 2021**

**CALL TO ORDER**

The regular meeting of the Great Falls Planning Advisory Board/Zoning Commission was called to order by Chair Dave Bertelsen at 3:00 p.m. The meeting was held via Zoom in the Gibson Room, at the Civic Center.

**ROLL CALL & ATTENDANCE**

Due to the COVID-19 health concerns, the format of the Planning Advisory Board/Zoning Commission meeting is being conducted in a virtual video-conferencing environment. In order to honor the Right of Participation and the Right to Know (Article II, Sections 8 and 9 of the Montana Constitution), public participation is welcomed and encouraged as follows:

- Attend in person. Refrain from attending in person if you are not feeling well. The City will require social distancing at the meeting, and may limit the number of persons in the Gibson Room according to applicable health guidelines.
- Provide public comments via email. Comments may be sent via email before 12:00 PM on Tuesday, April 27, 2021 to: [jnygard@greatfallsmt.net](mailto:jnygard@greatfallsmt.net). Include the agenda item or agenda item number in the subject line, and include the name and address of the commenter. Written communication received by that time will be shared with the Planning Advisory Board/Zoning Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and will be so noted in the official record of the meeting.
- Call-in. The public may call in during specific public comment periods at 406-761-4786. All callers will be in a queued system and are asked to remain on hold and be patient. Calls will be taken in the order in which they are received. Callers will be restricted to customary time limits. We ask for your patience in the event there are technical difficulties.

Planning Board Members present electronically via Zoom:

Dave Bertelsen, Chair  
Charles Pankratz, Vice Chair  
Lindsey Bullock  
Tory Mills  
Samantha Shinaberger

Planning Board Members absent:

Kelly Buschmeyer

Planning Staff Members present:

Tom Micuda, Deputy Director Planning and Community Development  
Brad Eatherly, Planner II  
Shelley Francis, Permit Technician  
Jamie Nygard, Sr. Admin Assistant

Other Staff present:

Sara Sexe, City Attorney

Mr. Micuda affirmed a quorum of the Board was present.

## **MINUTES**

Chair Dave Bertelsen asked if there were any comments or corrections to the minutes of the meeting held on March 23, 2021. Seeing none, Mr. Pankratz moved to approve the minutes. Ms. Shinaberger seconded, and all being in favor, the minutes were approved.

## **BOARD ACTIONS REQUIRING A PUBLIC HEARING**

**Minor Subdivision – Sun River Park Addition Addressed as 8 22<sup>nd</sup> Street SW and legally described as Lot 3-A1, Block 18, Section 9, T20N, R3E, P.M., Cascade County, Montana.**

Brad Eatherly, Planner II, presented to the Board. He stated that the applicant, Clint Buford, is requesting to subdivide the subject parcel that consists of approximately 0.899 acres located at the southwest corner of Central Avenue West and 22<sup>nd</sup> Street Southwest. The property is zoned R-1 Single-family Suburban. A single-family residence currently sits on the proposed southern lot. The proposed northern lot will be used by the applicant to construct a new single-family residence for a family member. The lot has been subdivided before, so therefore a public hearing was required. The R-1 zoning district surrounds the property and is the dominant zoning district in the area.

Mr. Eatherly presented an Aerial Map, Zoning Map, Site Photos, and the Draft Amended Plat of the lot, to the Board. Mr. Eatherly stated that there are a couple of easements that are included in the proposed subdivision plat. One is for utilities, specifically for a water line that will need to serve the southern lot. The other is an easement for access, so the owner of Lot 3-A1-B (the southern lot) can access their shed.

Mr. Eatherly also presented the Findings of Fact for a Subdivision.

- Effect of Local Services – Services are existing
- Effect on Natural Environment – Existing Stormwater Infrastructure
- Effect on Public Health and Safety – No negative effect

## **PROPONENTS**

None.

## **OPPONENTS**

None.

## **BOARD DISCUSSION AND ACTION**

Mr. Pankratz stated that he is recusing himself from voting as he is a friend of the applicant. Chair Bertelsen stated that the Board would still have a quorum without Mr. Pankratz's vote.

**MOTION:** That the Planning Advisory Board recommend the City Commission approve the minor subdivision as legally described in the Staff Report, and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicants.

**Made by:** Ms. Shinaberger  
**Second:** Mr. Mills

**VOTE:** All in favor, the motion carried (Pankratz recused)

## **BOARD ACTIONS NOT REQUIRING A PUBLIC HEARING**

### **Recommendation of Board Applications Submitted – Cornellier and Green**

Mr. Micuda stated that there is one open position on the Planning Advisory Board and two applications have been received for the position. Mr. Micuda stated that the Planning Advisory Board is required to make a recommendation to the City Commission. The City Commission will then make the final decision at the next available meeting, which will be on May 4, 2021. Mr. Micuda stated that he has spoken with both applicants and looked at both of the applications that were provided to the Board. He stated that Mr. Green does have experience in Civil Design, so appears to have the most pertinent qualifications. Both applications will still go forward to the City Commission, so it is an opportunity for the Planning Advisory Board to express a preference, if there is one.

## **BOARD DISCUSSION AND ACTION**

Mr. Pankratz asked if either of the applicants were available during the meeting. Mr. Micuda stated that staff does not typically invite applicants to the meetings when discussing recommendations for the Board, but stated that he can try and answer questions. Chair Bertelsen stated that Mr. Green's experience in the Civil Design arena would complement the Board.

**MOTION:** That the Planning Advisory Board recommend Pat Green for the open position on the Planning Advisory Board, to the City Commission.

**Made by:** Ms. Shinaberger  
**Second:** Mr. Pankratz

**VOTE:** All in favor, the motion carried

### **PUBLIC COMMENTS**

None.

### **COMMUNICATIONS**

Mr. Micuda stated that starting in May, the City meetings will be held in person. He stated that the meeting scheduled for May 11, 2021 will be canceled as there are no current Agenda Items at this time. There may be a meeting on May 25, 2021.

### **PUBLIC COMMENT**

None.

### **ADJOURNMENT**

There being no further business, Chair Bertelsen adjourned the meeting at 3:24 p.m.

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CHAIRMAN

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SECRETARY



Meeting Date: May 25<sup>th</sup>, 2021

## CITY OF GREAT FALLS

### PLANNING ADVISORY BOARD / ZONING COMMISSION AGENDA REPORT

**Item:** Public Hearing – Preliminary Plat for West Ridge Addition Phase IX, legally described as Peretti Addition Tract 2, located in the SE ¼ Section 26, Township 21 North, Range 3 East, PMM, City of Great Falls, Cascade County, MT.

**Initiated By:** S & L Development

**Presented By:** Alaina Mattimiro, Planner I, Planning and Community Development

**Action Requested:** Recommendation to the City Commission

#### Public Hearing:

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

#### Suggested Motion:

1. Board Member moves:

“I move that the Planning Advisory Board recommend the City Commission (approve/deny) the preliminary plat of West Ridge Phase IX as legally described in the Staff Report, and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicants.”

2. Chairman calls for a second, board discussion, and calls for the vote.

**Background:** The subject property is located between 2<sup>nd</sup> Street Northeast and 4<sup>th</sup> Street Northeast, and will be a continuation of Chateau Avenue Northeast. The property is 7.69 acres and will consist of another phase of West Ridge Addition. The proposal is for Phase IX, of an originally proposed eleven phase development that has been and will be platted over a number of years. The City Commission approved the annexation of the whole property, assigning R-3 single-family high density zoning on August 18, 2015. At the request of the applicant, the Commission further approved the rezone of the property to Planned Unit Development (PUD) on February 21, 2017 to give the applicant the ability to construct 2-unit townhomes.

Since West Ridge, Phase VIII was approved by the City Commission in 2018, further platting of the development halted due to issues related to storm water management. The original 2015 annexation agreement called out for the City, the West Ridge development, and the adjacent Thaniel Addition development to partner on the funding and installation of a regional storm water facility on a nearby property northwest of the two developments. However, the developers have concerns regarding the cost

of such a facility and eventually made the decision to propose a private, on-site facility in lieu of participating in the construction of a regional storm water facility.

Public notice for the Planning Advisory Board/Zoning Commission public hearing was published in the Great Falls Tribune on May 9<sup>th</sup>, 2021. Additionally, Staff provided notices of the hearing to nearby property owners. To date, Staff has received one inquiry on this property. The inquiry, which has been included as part of the Board's packet material, was submitted by the property owner east of the proposed subdivision.

**Preliminary Plat Request:** The applicant is proposing to proceed with Phase IX of West Ridge Addition which will include townhomes, as well as single family homes. This proposed phase would create 28 new lots. The lots on the preliminary plat range from 10,656 – 10,662 square feet on the western portion, and 8,420 – 8,446 square feet on the eastern portion. The proposed lot standards are consistent with R-3 zoning district requirements as well as the PUD that was added to the development in 2017.

The basis for decision to approve, conditionally approve, or deny a proposed subdivision is whether the subdivision application, preliminary plat, applicable environmental assessment, public hearing, planning board recommendations, or additional information demonstrate that development of the proposed subdivision meets the requirements of 76-3-608 MCA. The governing body shall issue written findings of fact that weigh the criteria in of 76-3-608 (3) MCA, which are attached as Findings of Fact – Subdivision.

## **Improvements:**

### Roadways

Phase IX will be connected to existing City roadways by extending Choteau Avenue Northeast and 4<sup>th</sup> Street Northeast. These roadways will be constructed to the City's typical 35 foot wide standard. All of the proposed 60 foot wide right-of-ways will be set up for boulevard style sidewalks for homeowners to construct as the lots are sold, and will connect to the existing sidewalk system to continue to build out the sidewalk network. No changes to the road or sidewalk network are being proposed with this application.

As reviewed in the previous rezone of the property, the increase in lots for the subdivision will not have a significant impact on traffic in this area, or the existing transportation network. The proposed roadway layout will have sufficient capacity to accommodate traffic generated by the proposed increase in density.

### Utilities

Service for the proposed 28 lots will require extension of existing 8 inch sewer and water mains that current serve West Ridge, Phase VIII. The on-site improvements required for the development of the subject property shall be installed as shown on the final construction plans that are submitted to, and approved by the Public Works Department. The on-site improvements shall include everything required to provide water, sanitary sewer, storm water management, and access including streets and sidewalks serving each proposed lot. These improvements shall be installed at the Owner's expense in accordance with the requirements of the OCCGF and the attached supplement improvement agreement.

### Storm Water Management

The Improvement Agreement for West Ridge Addition, Phases VII – XI, recorded with the

Cascade County Clerk & Recorder's Office on September 3, 2015, record # R0311745 GFA, outlines the Owner's permanent and temporary storm water management requirements in Sections 12.4 and 20. As noted earlier, the Owner has approached the City to construct a permanent stormwater detention pond onsite that will be a private facility to treat just the West Ridge Addition. Per the attached Supplement Improvement Agreement, the Owner will be responsible for creating a permanent stormwater facility that will be privately owned and maintained and will be required to be sized with each phase based on the drainage area, including the public rights-of-way. Alterations to the facility may be required through each phase based on this requirement. While City staff still prefers the regional storm water plan developed in the 2015 Improvement Agreement as a more appropriate long term regional solution, staff accepts that the developer's proposed alternative is a legal method of meeting storm water requirements as long as the system is properly designed, constructed, and maintained.

**Neighborhood Council Input:** The subject property is located in Neighborhood Council #3. The Council was given information regarding the project. To date, Staff has received inquiries from the Council regarding the added traffic, high speeds on 2<sup>nd</sup> Street NE and 36<sup>th</sup> Avenue NE, and the desire to have further discussions on improvements to 6<sup>th</sup> Street NW.

**Concurrences:** Representatives from the City's Public Works, Police, Park and Recreation, Legal and Fire Departments have been involved throughout the review and approval process for this project. In particular, there have been extensive discussions with Public Works staff on appropriate storm water management options to address the water quantity and quality impacts associated with further development of both the West Ridge and Thaniel subdivisions.

**Fiscal Impact:** The subject property has already been annexed, so services are already provided by the City, and the cost of infrastructure improvements are being covered by the Developer per the agreed upon terms of the Improvement Agreement Supplement. The preliminary plat provides an increase in lots, which increases the City's tax base and increases revenue. It should be noted that the City Public Works Department has expended approximately \$130,000 towards the regional storm water option originally planned in the 2015 Improvement Agreement. The City has not ruled out the eventual construction of a regional storm water facility in this area. Per the 2015 annexation agreement, The City has also invested over \$1.4 million towards a sewer lift station and force main that serves the West Ridge and Thaniel subdivisions. Per the agreement, the city will continue to be reimbursed for the investment as lots are brought to the market.

**Staff Recommendation:** Staff recommends approval of the preliminary plat request with conditions.

**Conditions of Approval:**

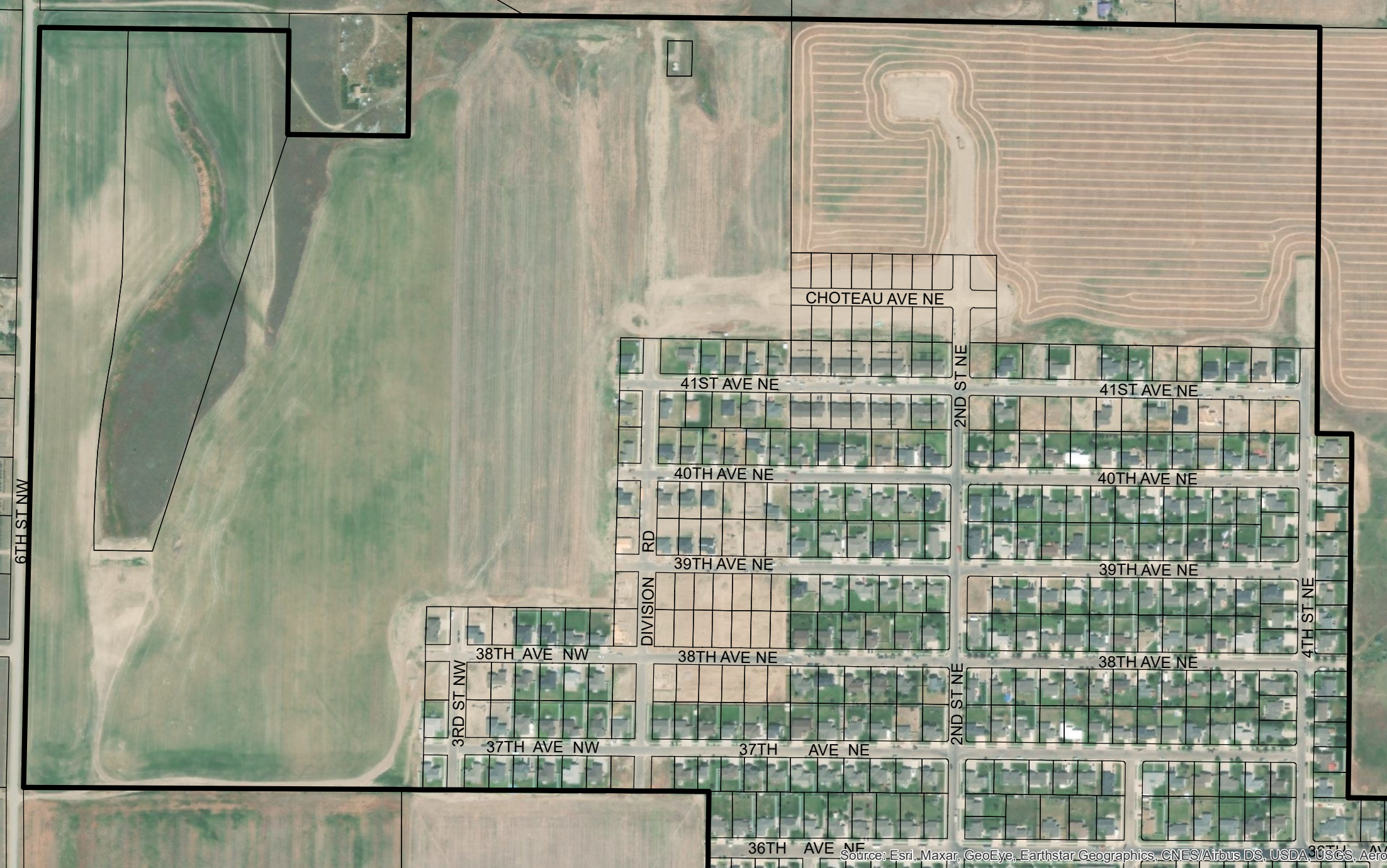
1. **General Code Compliance.** The proposed project shall be developed consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. **Amended Plat.** Provide an Amended Plat of the subject property which shall incorporate corrections of any errors or omissions noted by Staff.
3. **Utilities.** The final engineering drawings and specifications for public improvements for the subject property shall be submitted to the City Public Works Department for review and approval. Specifically, the Owner shall be responsible for creating a permanent stormwater facility that will be privately owned and maintained and will be required to be sized with each phase based on the drainage area, including the public rights-of-way. Alterations to the facility may be required through each phase based on this requirement

4. **Land Use & Zoning.** Except as provided herein, development of the property shall be consistent with allowed uses and specific development standards for this PUD Planned unit development district designation.
5. **Subsequent modifications and additions.** If, after establishment of townhomes, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of Planning and Community Development shall determine in writing if such proposed change would alter the finding for one or more review criteria . If such proposed changes would alter a finding, the proposal shall be submitted for review as a new development application. If such proposed change would not alters a finding, the owner shall obtain all other permits as may be required.

**Alternatives:** The Planning Advisory Board could recommend denial of the preliminary plat to the City Commission. For these actions, the Planning Advisory Board/Zoning Commission must provide separate Findings of Fact for the subdivision.

**Attachments/Exhibits:**

Aerial Map  
 Zoning Map  
 Findings of Fact – Subdivision  
 Preliminary Plat of Phase IX  
 Draft Supplement Improvement Agreement





## **FINDINGS OF FACT – MONTANA SUBDIVISION AND PLATTING ACT**

Preliminary Plat of West Ridge Addition, Phase IX, of Peretti Addition Tract 2, located in the SE ¼ Section 26, Township 21 North, Range 3 East, PMM, City of Great Falls, Cascade County, MT

(PREPARED IN RESPONSE TO 76-3-808(3) MCA)

### **PRIMARY REVIEW CRITERIA:**

#### **Effect on Agriculture and Agricultural Water User Facilities:**

The subject property was used for land crop production prior to annexation. The Improvement Agreement for West Ridge Addition, Phases VII – XI, recorded with the Cascade County Clerk & Recorder's office on September 3, 2015, record # R0311745 GFA, allowed current agricultural uses to continue on the portions of the subject property that are not being actively developed in Section 21. The Supplement to the Improvement Agreement for West Ridge Addition, which will supplement the original agreement, will also allow current agricultural uses to continue on the portions of the subject property that are not being actively developed. Agricultural use in the immediate vicinity has decreased due to residential development. There is not an agricultural water user facility in the area that the proposed development will impact. The subject property is in the City limits in a developing neighborhood, and the subdivision does not interfere with agricultural operations in the area.

#### **Effect on Local Services:**

Lots in the subdivision will receive service from extended public water and sewer mains through the proposed public rights-of-way from the existing mains from the previous phase. All service lines for water and sanitary sewer will be stubbed to the property line of all proposed lots. The City has installed a lift station and force main to provide sanitary sewer service to the overall West Ridge development and a larger surrounding area, including Thaniel Addition. To compensate the City for these improvements, the Owner will continue to pay the City, per the 2015 Improvement Agreement, a per lot proportional share for each remaining subdivision phase. The Owner is also responsible to pay a storm drain fee for each phase in the amount of \$250 per acre. The occupants of the residences within the subdivision will pay regular water and sewer charges.

This subdivision is receiving law enforcement and fire protection service from the City of Great Falls. The nearest fire station is +/-2 miles away from Phase IX. Phase IX includes the completion of Chateau Avenue from 2nd St NE to 4th St NE. This will create two points of access for emergency services that were not existing for this road previously. Providing these services to the subdivision is expected to be a manageable cost to the City, and increased tax revenues from improved properties will assist with increased costs.

The Owner agrees to construct roadways for each phase as required for circulation through the development. Design and installation shall be consistent with City standards and submitted plans approved by the City of Great Falls. Construction of Chateau Avenue and 4<sup>th</sup> St NE shall include curb and gutter. Boulevard style sidewalks will be the responsibility of individual property owners.

Because the subdivision is the latest phase of a previously approved development project and the proposed development will comply with all utility and roadway requirements, there are no negative impacts on local services.

**Effect on the Natural Environment:**

The subdivision is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. Surface drainage from the subdivision primarily flows to the northwest of the subject property, with a smaller portion flowing due north. The original agreement for the West Ridge and Thaniel Additions required a regional stormwater detention facility to be constructed to serve the subdivisions. The Owner has approached the City to construct a permanent stormwater detention pond onsite that will be private to treat just the West Ridge Addition. Details on this facility have been included in the Supplement Improvement Agreement including requirements for the pond as well as the maintenance of the private facility. If the onsite facilities are designed, constructed, and maintained to address City requirements, erosion and flooding impacts to downstream properties will be minimized.

**Effect on Wildlife and Wildlife Habitat:**

The subdivision creates the northernmost edge of the City limits. There is existing development to the east and south, and this is not in an area of significant wildlife habitat beyond occasional grazing deer or migrating fowl. This subdivision will not result in closure of public access to hunting or fishing areas, nor to public lands.

**Effect on Public Health and Safety:**

Based on available information, the subdivision is not subject to abnormal potential natural hazards such wildfire, avalanches or rockslides; however, the drainage basin in which the subject property is located has experienced flooding in the past. Installation of effective storm drainage facilities as reviewed and approved by the City Public Works Department and MDEQ can prevent a reoccurrence of said flooding events.

**REQUIREMENTS OF MONTANA SUBDIVISION AND PLATTING ACT, UNIFORM STANDARDS FOR MONUMENTATION, AND LOCAL SUBDIVISION REGULATIONS**

The subdivision meets the requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the Uniform Standards for Monumentation, and conforms to the design standards specified in the local subdivision regulations. The local government has complied with the subdivision review and approval procedures set forth in the local subdivision regulations.

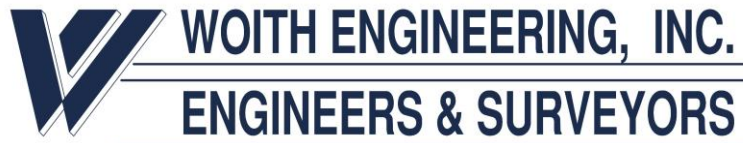
**EASEMENT FOR UTILITIES**

The developer shall provide necessary utility easement to accommodate water mains, sanitary sewer mains, storm water mains, and private utilities to serve all lots of the subdivision.

**LEGAL AND PHYSICAL ACCESS**

The grid pattern established by the adjacent neighborhoods and previous phases will be continued on to the subject property. The Owner agreed in a previous phase to the dedication and installation of

Choteau Avenue NE. This street as well as 4<sup>th</sup> St. NE are public right-of-ways maintained by the City of Great Falls after construction is completed and after final acceptance of the improvements by the City.



March 5<sup>th</sup>, 2021

David Grosse  
City of Great Falls  
Planning and Community Development  
#2 Park Drive South, Room 112  
Great Falls, MT 59403

RE: West Ridge Phase 9 – Subdivision Narrative

David,

The following narrative is intended to better describe the intent and design details of the West Ridge Phase 9 subdivision.

West Ridge Phase 9 is a continuation of West Ridge development located in the southeast 1/4, Section 26, Township 21 North, Range 3 East, P.M.M. City of Great Falls, Cascade County, Montana. Phase 9 will include the continuation of Choteau Ave NE as a 60' public right-of-way from the extents of Phase 8 at 2<sup>nd</sup> St NE going east to 4<sup>th</sup> St NE. Phase 9 will create 28 total lots on the north and south side of Choteau Ave NE.

The continuation of Choteau Ave NE and 4<sup>th</sup> St NE will be constructed per the City of Great Falls Design Standard Drawings. This will include a 35' back-of-curb to back-of-curb street section, concrete curb and gutter, and boulevard style handicap ramps at the northwest and southwest quadrant of Choteau Ave NE and 4<sup>th</sup> St NE. All proposed right-of-way's will be set up for boulevard style sidewalk for homeowners to construct as lots are sold.

Utility improvements will include the extension of the 8" sewer and water mains that are currently stubbed out to lot 13 and 14 of West Ridge Phase 8 in Choteau Ave NE. The sewer main will route in the corridor of Choteau Ave NE and terminate at the intersection of Choteau Ave NE and 4<sup>th</sup> St NE. The 8" water main will also route in the corridor of Choteau Ave NE, will connect to the extension of the 8" water main in 4<sup>th</sup> St NE, and terminate at the northern end of the 4<sup>th</sup> St NE right-of-way for future development.

Storm drainage will be conveyed similarly to the previous phases of West Ridge. Half of Choteau Ave NE will surface flow to the west and convey to the existing 24" storm main in 2<sup>nd</sup> St NE. The eastern half of Choteau Ave NE will surface flow to a pond that will be constructed at the northern end of the 4<sup>th</sup> St NE street termination, similar to the existing storm conditions of that area.

If you have any questions or concerns, please feel free to contact me at (406) 205-1761.

Sincerely,

**Woith Engineering, Inc.**



Robby Osowski, E.I.



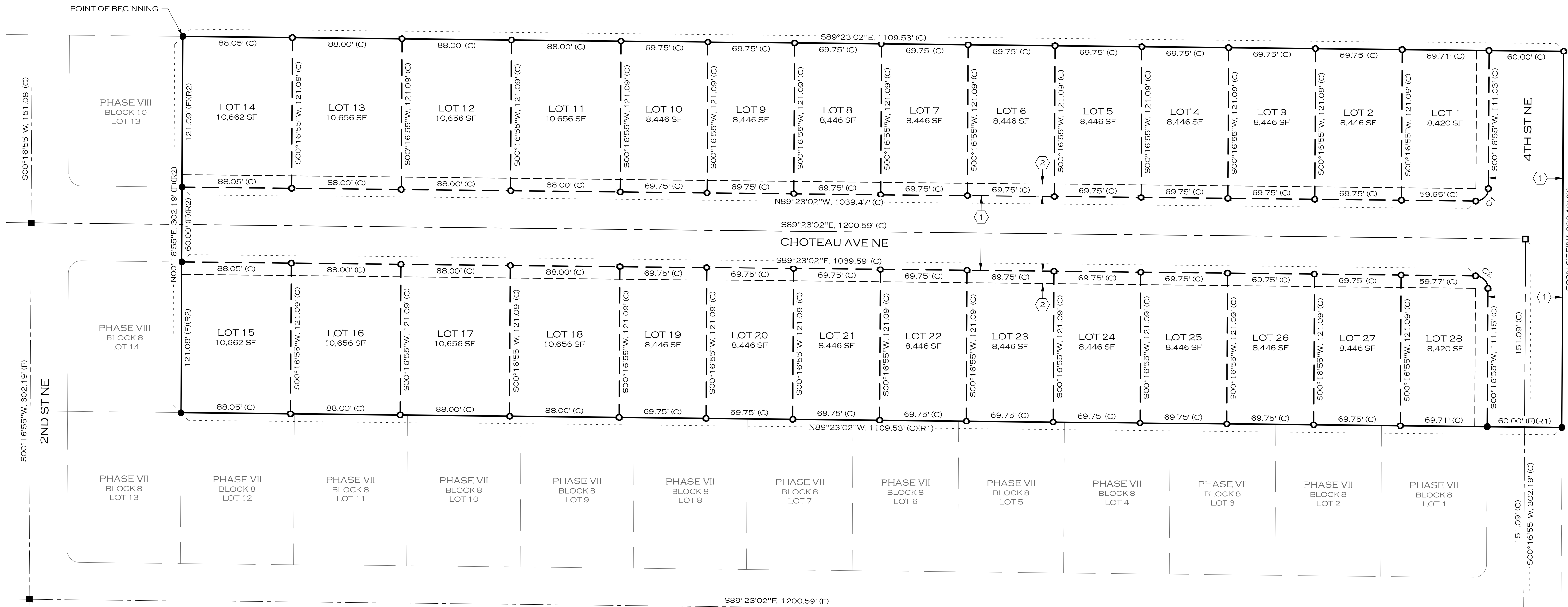
# PLAT OF WEST RIDGE ADDITION, PHASE IX OF PERETTI ADDITION TRACT 2

A MINOR SUBDIVISION OF PERETTI ADDITION TRACT 2, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 21 NORTH, RANGE 3 EAST, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

**OWNER OF RECORD:**  
WEST RIDGE DEVELOPMENT, INC.

**SUBDIVIDER:**  
WEST RIDGE DEVELOPMENT, INC.

**TOTAL SUBDIVISION AREA:**  
7.69 ACRES (GROSS & NET)



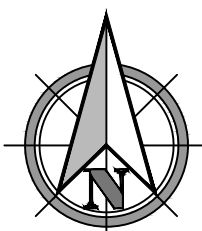
## LEGEND

---	PHASE IX EXTERIOR BOUNDARY
---	PHASE IX LOT BOUNDARY
---	ROAD CENTERLINE PER THIS PLAT
---	EASEMENT AS DESCRIBED
---	ADJOINING PARCEL BOUNDARY
---	ROAD CENTERLINE PER WEST RIDGE ADDITION, PHASES VII & VIII
---	FOUND STREET MONUMENT MK'D "KENDALL"
---	FOUND ALUMINUM CAP MK'D "KENDALL 18576"
---	SET STREET MONUMENT MK'D "KENDALL"
---	SET 3/4" X 24" REBAR WITH ALUMINUM CAP MK'D "KENDALL 18576"
---	FOUND
(C)	CALCULATED OR SET
(R1)	RECORD - PLAT OF WEST RIDGE ADDITION, PHASE VII
(R2)	RECORD - PLAT OF WEST RIDGE ADDITION, PHASE VIII

CURVE TABLE			
CURVE #	RADIUS	LENGTH	DELTA
C1	10.00'	15.77'	090°20'03"
C2	10.00'	15.65'	089°39'57"

## KEY NOTES:

- ① 60' ACCESS EASEMENT
- ② 10' UTILITY EASEMENT



0 50 100  
IN FEET

**BASIS OF BEARING:**  
MONTANA STATE PLANE - 2500  
GRID NORTH - GROUND DISTANCES

**VERTICAL DATUM**  
NAVD88

## CERTIFICATE OF COUNTY TREASURER

I, DIANE HEIKILA, COUNTY TREASURER OF CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY PURSUANT TO 76-3-207(3), M.C.A. THAT ALL REAL PROPERTY TAXES ASSESSED AND LEVIED ON THE LAND DESCRIBED HEREIN HAVE BEEN PAID.

BY DIANE HEIKILA, TREASURER DATE \_\_\_\_\_  
CASCADE COUNTY

## CERTIFICATE OF PUBLIC WORKS DIRECTOR

I, PAUL SKUBBINA, PUBLIC WORKS DIRECTOR FOR THE CITY OF GREAT FALLS, MONTANA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE ACCOMPANYING PLAT AND THE SURVEY THAT IT REPRESENTS, AND I FIND THE SAME CONFORMS TO THE REGULATIONS GOVERNING THE PLATTING OF LANDS AND TO PRESENTLY PLATTED ADJACENT LAND, AS NEAR AS CIRCUMSTANCES WILL PERMIT AND I DO HEREBY APPROVE THE SAME.

BY PAUL SKUBBINA, PUBLIC WORKS DIRECTOR DATE \_\_\_\_\_  
CITY OF GREAT FALLS, MONTANA

## CERTIFICATE OF GREAT FALLS PLANNING BOARD

WE, THE UNDERSIGNED, PETER FONTANA, PRESIDENT OF THE SAID GREAT FALLS PLANNING BOARD, GREAT FALLS, CASCADE COUNTY, MONTANA, AND CRAIG RAYMOND, SECRETARY OF SAID GREAT FALLS PLANNING BOARD, DO HEREBY CERTIFY THAT THE ACCOMPANYING AMENDED PLAT OF GREAT FALLS WATER POWER AND TOWNSITE COMPANY'S FIRST ADDITION, CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, HAS BEEN SUBMITTED TO THE SAID GREAT FALLS PLANNING BOARD FOR EXAMINATION BY THEM AND WAS FOUND BY THEM TO CONFORM TO LAW AND WAS APPROVED AT A MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY DAVID BERTULSON DATE \_\_\_\_\_  
CHAIR, GREAT FALLS PLANNING BOARD

BY CRAIG RAYMOND DATE \_\_\_\_\_  
SECRETARY, GREAT FALLS PLANNING BOARD

## CERTIFICATE DISPENSING WITH PARK OR PLAYGROUND

I, GREGORY T. DOYON, CITY MANAGER OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, FOUND THAT NO CASH DONATION OR DEDICATION OF ANY PARK OR PLAYGROUND IS REQUIRED IN THE PLAT OF WEST RIDGE ADDITION, PHASE IX OF PERETTI ADDITION TRACT 2, LOCATED IN THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA IN ACCORDANCE WITH SECTION 76-3-621(3), M.C.A.

BY GREGORY T. DOYON, CITY MANAGER DATE \_\_\_\_\_  
CITY OF GREAT FALLS, MONTANA

## CERTIFICATE OF ADEQUATE STORM WATER DRAINAGE & MUNICIPAL FACILITIES

I, GREGORY T. DOYON, CITY MANAGER OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT ADEQUATE STORM WATER DRAINAGE AND ADEQUATE MUNICIPAL FACILITIES FOR THE SUPPLY OF WATER AND DISPOSAL OF SEWAGE AND SOLID WASTE ARE AVAILABLE TO THE ABOVE DESCRIBED PROPERTY, NAMELY THE SAID FACILITIES OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, AND THIS CERTIFICATE IS MADE PURSUANT TO SECTION 76-4-127, M.C.A. AND UNDER THE PROVISIONS OF 76-4-125(1)(b), M.C.A., PERMITTING THE CLERK AND RECORDER OF CASCADE COUNTY, MONTANA TO RECORD THE ACCOMPANYING PLAT.

BY GREGORY T. DOYON, CITY MANAGER DATE \_\_\_\_\_  
CITY OF GREAT FALLS, MONTANA

## CERTIFICATE OF CITY COMMISSION

I, GREGORY T. DOYON, CITY MANAGER OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT THIS PLAT OF WEST RIDGE ADDITION, PHASE IX OF PERETTI ADDITION TRACT 2 WAS DULY EXAMINED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS AT ITS REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY GREGORY T. DOYON, CITY MANAGER DATE \_\_\_\_\_  
CITY OF GREAT FALLS, MONTANA

## CERTIFICATE OF SURVEYOR

I, JAMES S. KENDALL, A LICENSED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PERFORMED THE SURVEY SHOWN ON THE ATTACHED PLAT OF WEST RIDGE ADDITION, PHASE IX OF PERETTI ADDITION TRACT 2 LOCATED IN THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, THAT SAID SURVEY IS TRUE AND COMPLETE AS SHOWN, AND THAT THE MONUMENTS FOUND AND SET ARE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN THEREON, AS PER ARM 24.183.11(1)(d); DUE TO PLANNED IMPROVEMENT INSTALLATION, THE MONUMENTS NOT IN PLACE AT THE TIME OF FILING, (AS DEPICTED IN THE LEGEND) WILL BE PLACED WITHIN 240 DAYS OF RECORDING THIS SURVEY.

BY JAMES S. KENDALL, PLS DATE \_\_\_\_\_  
MONTANA LICENSE NO. 18576PLS

## CERTIFICATE OF OWNERS

WE, THE UNDERSIGNED PROPERTY OWNERS, DO HEREBY CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED AND PLATTED INTO BLOCKS, LOTS, EASEMENTS, AND STREETS AS SHOWN BY THE ATTACHED PLAT. THE TRACT OF LAND TO BE KNOWN AS THE PLAT OF WEST RIDGE ADDITION, PHASE IX, BEING A PORTION OF TRACT 2 OF PERETTI ADDITION, LOCATED IN THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 26, TOWNSHIP 21 NORTH, RANGE 3 EAST, PRINCIPAL MERIDIAN MONTANA, CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 13 OF BLOCK 10 OF WEST RIDGE ADDITION, PHASE VIII; THENCE, S89°23'02"E, A DISTANCE OF 1109.53 FEET TO A POINT ON THE EASTERLY BOUNDARY OF PERETTI ADDITION TRACT 2; THENCE, S00°16'55"W, A DISTANCE OF 302.19 FEET ALONG SAID BOUNDARY TO A POINT ALONG SAID BOUNDARY; SAID POINT ALSO BEING THE NORTHWEST CORNER OF WEST RIDGE ADDITION, PHASE VII; THENCE N89°23'02"W ALONG SAID BOUNDARY, A DISTANCE OF 1109.53 FEET TO A POINT; SAID POINT BEING THE SOUTHEAST CORNER OF LOT 14 OF BLOCK 8 OF WEST RIDGE ADDITION, PHASE VIII; THENCE, N00°16'55"E ALONG THE EASTERLY BOUNDARY OF WEST RIDGE ADDITION, PHASE VIII, A DISTANCE OF 302.19 FEET TO THE POINT OF BEGINNING, CONTAINING 7.69 ACRES MORE OR LESS.

THE UNDERSIGNED, GRANTOR HEREBY DEDICATES, TO THE CITY OF GREAT FALLS, GRANTEE, THE PUBLIC STREETS AS SHOWN HEREON, WITHOUT LIMITATION, GRANTEE MAY OPERATE, MAINTAIN, REPAIR, AND REBUILD ROADS, DRAINAGEWAYS, RAMPS, SIDEWALKS, CURBS, GUTTERS, CUTS AND OTHER RELATED IMPROVEMENTS.

FURTHERMORE, THIS SURVEY IS EXEMPT FROM REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO SECTION 76-4-125(1)(b) M.C.A., TO WIT: "AS CERTIFIED PURSUANT TO 76-4-127, TO WIT: "(1) TO QUALIFY FOR THE EXEMPTION SET OUT IN 76-4-125(1)(d), THE CERTIFYING AUTHORITY SHALL SEND NOTICE OF CERTIFICATION TO THE REVIEWING AUTHORITY THAT ADEQUATE STORM WATER DRAINAGE AND ADEQUATE MUNICIPAL FACILITIES WILL BE PROVIDED FOR THE SUBDIVISION. FOR A SUBDIVISION SUBJECT TO TITLE 76, CHAPTER 3, THE CERTIFYING AUTHORITY SHALL SEND NOTICE OF CERTIFICATION TO THE REVIEWING AUTHORITY PRIOR TO FINAL PLAT APPROVAL."

FURTHERMORE, FEDERAL, STATE, AND LOCAL PLANS, POLICIES, REGULATIONS AND/OR CONDITIONS OF SUBDIVISION APPROVAL THAT MAY LIMIT THE USE OF THE PROPERTY, INCLUDING THE LOCATION, SIZE AND USE ARE SHOWN ON THE CONDITIONS OF APPROVAL SHEET OR AS OTHERWISE STATED.

FURTHERMORE, BUYERS OF PROPERTY SHOULD ENSURE THAT THEY HAVE OBTAINED AND REVIEWED ALL SHEETS OF THE PLAT AND ALL DOCUMENTS RECORDED AND FILED IN CONJUNCTION WITH THE PLAT AND ARE STRONGLY ENCOURAGED TO CONTACT THE LOCAL PLANNING DEPARTMENT AND BECOME INFORMED OF ANY LIMITATIONS ON THE USE OF THE PROPERTY PRIOR TO CLOSING.

FURTHERMORE, THE UNDERSIGNED HEREBY GRANTS UNTO EACH AND EVERY PERSON, FIRM, OR CORPORATION, WHETHER PUBLIC OR PRIVATE, PROVIDING OR OFFERING TO PROVIDE TELEPHONE, TELEGRAPH, ELECTRIC POWER, GAS, CABLE TELEVISION, WATER OR SEWER SERVICE TO THE PUBLIC, THE RIGHT TO THE JOINT USE OF AN EASEMENT FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REMOVAL OF THEIR LINES AND FACILITIES, IN, OVER, UNDER AND ACROSS EACH AREA DESIGNATED ON THIS PLAT AS "UTILITY EASEMENT" TO HAVE AND TO HOLD FOREVER.

## WEST RIDGE DEVELOPMENT, INC.

STATE OF MONTANA )  
COUNTY OF CASCADE ) :SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2021.

BY AUTHORIZED AGENT  
WEST RIDGE DEVELOPMENT, INC.

NOTARY PUBLIC, STATE OF MONTANA

<b>WOITH ENGINEERING, INC.</b> <b>ENGINEERS &amp; SURVEYORS</b> 405 3RD STREET NW, SUITE 206 • GREAT FALLS, MT 59404 • 406-761-1955 3600 O'LEARY STREET, SUITE A • MISSOULA, MT 59808 • 406-203-9505 • WWW.WOITHENG.COM •	1/4	SECTION	TOWNSHIP	RANGE	PRINCIPAL MERIDIAN MONTANA CASCADE COUNTY, MONTANA WEI JOB#: 2104 DRAWN: CRH/RLO QA: JSK DATE: APRIL 5, 2021 FILENAME: PLAT.DWG SHEET 1 OF 1
		26	21 N	3 E	

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JOB #:	2104
DRAWN:	RLO
QA:	SMW
DATE:	4/7/2021

**WOTH ENGINEERING, INC.**  
**ENGINEERS & SURVEYORS**  
405 3RD STREET NW, SUITE 206 • GREAT FALLS, MT 59404 • 406-761-1855  
300 O'LEARY STREET, E. • GREAT FALLS, MT 59405 • 406-761-4966  
WWW.WOTHENG.COM

WEST RIDGE PHASE 9 - ADDITIONAL  
PRELIMINARY PLAT INFORMATION

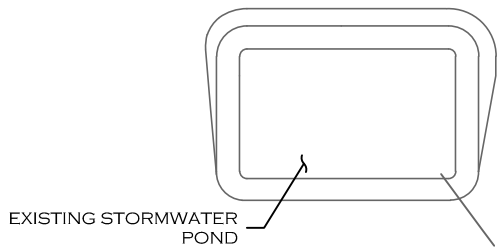
PERRETTI, JAMES E ET AL.:  
PERRETTI ADDITION - TRACT 1

EXHIBIT 'A'

ADDITIONAL PRELIMINARY PLAT INFORMATION

STRUTZ KAYLENE M

EAGLES CROSSING INC



SD

SD

SD

SD

SD

SD

EXISTING STORMWATER FLOW

S & L DEVELOPMENT:  
PERRETTI ADDITION - TRACT 2  
FUTURE WEST RIDGE SUBDIVISION PHASES

EXISTING STORMWATER  
INFRASTRUCTURE

PROPOSED STORMWATER  
DIVERSION POND

STORMWATER FLOW

STORMWATER FLOW

STORMWATER FLOW

WEST RIDGE - PHASE 9

WEST RIDGE - PHASE 7

WEST RIDGE - PHASE 8

WEST RIDGE - PHASE 7



0 150  
IN FEET

**SUPPLEMENT TO IMPROVEMENT AGREEMENT FOR WEST RIDGE ADDITION, PHASE IX THRU  
PHASE XI -OF PERETTI ADDITION TRACT 2, LOCATED IN THE SE ¼ OF SECTION 26, TOWNSHIP  
21 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA**

The following is a binding Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between S&L Development LLC, hereinafter referred to as "Owner", and the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as "City", regarding the requirements for Phase IX thru XI of West Ridge Addition, hereinafter referred to as "Subject Properties". The Owner agrees to, and is bound by, the provisions of this Agreement, and by signing this Agreement, therefore agrees to terms applicable to the Subject Properties. The City is authorized to enter into this Agreement by §17.68.010-040 of the Official Code of the City of Great Falls (OCCGF). This Agreement supplements and updates the *Improvement Agreement for the West Ridge Addition, Phases VII through XI*, approved on August 18, 2015.

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

**1.1** Declares that the Owner is aware of and has properly accounted for any natural conditions that may adversely affect the development of the Subject Properties;

**1.2** Insulates the Subject Properties from the impact of changes in the City's zoning regulations, provided that no substantial changes in the development of the Subject Properties are proposed;

**1.3** Requires the Owner to guarantee that the agreed-upon improvements contained in this Agreement are made in a timely manner by providing the financial securities, when applicable, required by the Official Code of the City of Great Falls (OCCGF);

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

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

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

**1.7** Provides for reimbursements to the Owner when neighboring properties that benefit from certain improvements made by the Owner are developed;

**1.8** Embodies certain conditions that are imposed by the City upon approval of the subdivision of the Subject Properties in order to facilitate their enforcement; and

**1.9** Indemnifies the City from challenges to its approval of the subdivision of the Subject Properties and holds it harmless from errors and omissions in the approval and oversight of the improvements relating to development of the Subject Properties.

**2. Duration.** The term of this Agreement begins at the date here above written and with the exceptions stated below, ends at the time the warranty required by Section 12 of this Agreement on the required improvements installed by the Owner, expires and the funds securing that warranty are released.

**2.1 If Work Does Not Begin.** This Agreement may be amended if final construction plans for the Development are not submitted for approval within three years of the date of the City Manager's signature on this Agreement.

**2.2 Failure to Build.** The Owner's failure to complete improvements in accordance with the final construction plans may result in the City retaining the security required in Section 13 of this Agreement. It may also void this Agreement and the vested rights established by Section 9, below.

**2.3 Failure to Pay.** The Owner's failure to make timely payment of its share of any of the off-site improvements listed in Section 11, below, voids the Agreement and the vested rights established by Section 8. It may also result in the City attempting to collect the amount due by any lawful means.

**3. Supporting Documents.** Each of the following supporting documents is to be submitted for review and approval by the City.

**3.1 Preliminary Plat.** This Agreement is based on the preliminary plat for each phase and accompanying materials approved by the City Commission. Changes in the plat and the accompanying materials are governed by Section 4 of this Agreement. To remain valid, the preliminary plat must be periodically renewed because Mont. Code Ann. §76-3-610, requires that preliminary plat approval be for no more than three years. The Owner understands and agrees that it must submit a letter to the Administrator requesting renewal of the preliminary plat at least 90 days before the third anniversary of this Agreement, and then again, before every third anniversary until this Agreement expires. The preliminary plat may also be renewed if and when an amendment is approved.

**3.2 Final Plat.** The final plat of each phase of West Ridge Addition is to be filed on record in the Clerk and Recorder's Office of Cascade County, Montana, upon approval by the City of Great Falls.

**3.3 Construction Documents.** Engineering drawings, specifications, reports and cost estimates (preliminary and final), prepared for the Subject Properties, consisting of documents for, but not limited to the public sanitary sewer, water, storm drain, and street improvements. Construction documents shall be designed in compliance with the City's Standards for Design and Construction Manual.

**3.4 As Built Drawings.** "As Built" reproducible 4 mil mylar drawings and one electronic copy of public infrastructure, private utilities, and drainage facilities shall be supplied to the City of Great Falls; and one electronic copy of public infrastructure, private utilities, and drainage facilities shall be supplied to the City of Great Falls office upon completion of the construction.

**3.5 Legal Documentation.** Legal documents, including but not limited to any articles of incorporation, bylaws, covenants, and declarations establishing the authority and responsibilities of owners relating

to the Subject Properties, which may be recorded in the Clerk and Recorder's Office of Cascade County, Montana.

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

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

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

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

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

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

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

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

**5. Fees.** The Owner understands that it is required to pay the following fees as they come due. The absence of any fee from this Agreement which is lawfully charged by the City in connection with construction activity associated with the Subject Properties shall not constitute a waiver by the City.

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

**5.2 Sanitary Sewer Lift Station.** The City has installed a lift station and force main to provide sanitary sewer service to the overall West Ridge development and a larger surrounding area. To compensate the City for these improvements, the Owner will continue to pay the City, per the 2015 Improvement Agreement, a per lot proportional share for each remaining subdivision phase thirty (30) days after the approval of the final plat of each phase.

**5.3 Storm Drain Fee.** The Owner is responsible to pay a storm drain fee for each phase in the amount of \$250 per acre for the Subject Properties. The total storm drain fee is to be paid to the City no later than thirty (30) days after City Commission action on the final plat.

**5.4 Park Fee in Lieu of Land Dedication or Parkland Dedication.** A Park Fee in lieu of a parkland dedication is required and shall be based on the 11% State statutory requirement as applied to a current appraisal of the undivided, undeveloped value of the acreage included in the Development that is prepared by a licensed real estate appraiser and submitted by the Owner along with the final plat for the current phase of the Development. This payment will be due and payable within 30 days after the final plat for the current phase of the Development is approved by the City Commission, and before any permits, including the construction of streets and trenching for utilities, are issued. Additionally, a Park Fee is still required to be paid by the Owner for Phase VIII of the Development, by xx, 2021. Such fee shall be calculated and collected in the same manner for each phase of the Development.

**5.5 Engineering Inspections.** The Owner is responsible to pay all applicable engineering-inspector fees established by Resolution of the City of Great Falls or its successors. Billing is to be monthly and to include all time sheets and inspection logs. Billing will not include any prior completed phases.

**5.6 Permit Fees.** The Owner is responsible to pay all applicable planning and building permit fees established by Resolution of the City Commission of the City of Great Falls which are in effect at the time of the application for permit.

**5.7 Connection and Construction Fees.** Water service tapping and water and sewer service connection fees will be paid at the times of tapping and connections.

**5.8 Application Fees.** In addition to the fees outlined above, application fees are to be paid by the Owner for the preliminary plat and for the final plat of each phase.

**6. Site Conditions.** The Owner warrants that it has conducted site investigations sufficient to be aware of all natural conditions, including, but not limited to, flooding, slopes, and soils characteristics, that may affect the installation of improvements on the site and its development for the approved use. The Owner

further warrants that all plans submitted pursuant to this Agreement and all applications for building permits within the Development will properly account for all such conditions. The Owner holds the City harmless for natural conditions and for any faults in their own assessment of those conditions.

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

**8. Vested Rights.** The approval of this Agreement by the City creates a vested right that protects the Owner from changes in the zoning regulations of Title 17 of the OCCGF until this Agreement expires, as provided in Section 2 of this Agreement. This vested right does not exempt the Owner from compliance with other provisions of the OCCGF, including specifically those intended to prevent and remediate public nuisances, nor does it protect the Owner from changes after approval of this Agreement in the City's building codes and fees, development fees, and inspection fees, nor does this vested right exempt the Owner from compliance with subsequent changes to state and federal requirements. This vested right may be voided, in whole or in part, if the Owner proposes substantial changes in the approved final construction plans for the Subject Properties.

**9. Required Public Improvements.** The public improvements required for the development of the Subject Properties shall be installed as shown on the final construction plans that are submitted to and approved by the City of Great Falls prior to issuance of Certificates of Occupancy. As an alternative, the Owner may provide a financial security for said improvements as prescribed in Section 13. Any reimbursements owed to the Owner for the installation of public improvements are outlined in Section 14.

**9.1 Water.** The Owner hereby agrees to extend a public water main through the proposed public right-of-way from the existing main in each phase of development. The improvements shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. All water service lines shall be stubbed to all lots shown on the final plat during construction of public improvements. Changes to lot configuration shall require the Owner to dig up and abandon un-needed service lines at the main and rebuild the effected street section at the Owner's expense. Any portion of the water main located outside of the public right-of-way shall be located in a minimum 20-foot wide public utility easement, the location of which shall be approved by the City. The improvement is to be owned and maintained by the City upon completion.

**9.2 Sanitary Sewer.** The Owner hereby agrees to extend a public sanitary sewer main through the proposed public right-of-way from the existing main in each phase of development. The improvements shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. All sewer service lines shall be stubbed to all lots shown on the final plat during construction of the public improvements. Changes to lot configuration shall require the Owner to dig up and abandon un-needed service lines at the main and rebuild the effected street section at the Owner's expense. Any portion of sewer main located outside of the public right-of-way shall be located in a minimum 20-foot wide public utility easement. The improvement is to be owned and maintained by the City upon completion.

**9.3 Roadways.** The Owner agrees to construct roadways for each phase as required for circulation through the development. Design and installation shall be consistent with City standards and

submitted plans approved by the City of Great Falls. Construction of this street shall include curb and gutter. All street improvements are to be owned and maintained by the City upon completion.

**9.4 Stormwater.** The Owner agrees to extend and construct new stormwater pipe consistent with City standards and submitted plans approved by the City of Great Falls to convey stormwater from the Development to the on-site private stormwater pond. Pipe size and all other construction specifications shall comply with City standards and submitted plans approved by the City of Great Falls. Any portion of storm main service located outside of the public right-of-way shall be located in a minimum 20-foot wide public utility easement. Only the stormwater pipe improvement is to be owned and maintained by the City upon completion.

**10. On-Site Improvements.** The on-site improvements required prior to a Certificate of Occupancy being issued for any structure built upon the Subject Properties shall include everything required to provide water, sanitary sewer, sanitary sewer industrial pretreatment (as applicable), fire protection, storm drainage, storm water quality treatment, and access, and other improvements as may be required by the OCCGF. Access for purposes of emergency vehicles shall be installed to the City specifications prior to the issuance of any building permits for the Subject Properties. Sidewalk installation will be the responsibility of the owner of each individual lot and will be installed before issuance of Certificates of Occupancy. All on-site improvements will be installed at the Owner's expense, in accordance with the requirements of the OCCGF and this Agreement.

**10.1 Stormwater Management.** The Owner understands and agrees that the stormwater management facilities needed to detain and treat runoff from the Development are not currently in place, and that the City cannot lawfully approve the Development without a plan for the design construction, and maintenance of the necessary facilities.

**10.2 On-site Permanent Stormwater Management.** The Owner agrees to install on-site stormwater quality and quantity improvements consistent with City standards and submitted plans approved by the City of Great Falls and subject to a Stormwater Maintenance Agreement. Stormwater quantity and quality control measures must comply with current standards of the City of Great Falls Storm Drainage Design Manual. The Stormwater Maintenance Agreement which will be entered into by both parties is required to address all maintenance of the permanent facilities including all responsibilities if the ownership of the pond is transferred.

**10.3 On-site Permanent Stormwater Management – Water Quantity and Quality.** The proposed permanent stormwater pond is required to be sized with each phase based on the drainage area including the public rights-of-way. Alterations to the pond may be required through each phase based on this requirement.

The chosen storm water quality controls must adhere to code section Title 17 Chapter 52 - STORMWATER MANAGEMENT. The provisions contained in this chapter are adopted to comply with the requirements contained in the General Permit for Storm Water Discharge Associated with Small Municipal Separate Storm Sewer System (MS4) issued by the Montana Department of Environmental Quality to the City of Great Falls, most recent edition, and the City of Great Falls Storm Design Manual, June 1990, as amended. Specifically, the BMP (pond) must be designed to infiltrate, evapotranspire,

and/or capture the post-construction runoff generated from the first 0.5" of rainfall from a 24-hour storm.

The design, installation, inspection, and maintenance responsibilities of these improvements shall be approved by the City of Great Falls. Additionally, for all on-site stormwater management facilities, an enforceable operation and maintenance agreement is required to be submitted by the Owner to ensure that all private stormwater control measures function properly.

**11. Off-Site Improvements. This section includes improvements that will be paid for, at least in part, by the Owner, but that will also serve other properties.**

**11.1 Major Streets.** The Owner understands and agrees that the arterial and collector street capacity that will ultimately be needed to serve the Development is not currently in place. As outlined in the 2015 Agreement, the Owner is still required to build the full section of that segment of 43rd Avenue NE that is included in the overall West Ridge Development to a collector standard rather than as a local street. The Owner may also, with the approval of the Administrator and the Director of Public Works, provide land for the off-site extension of 43rd Avenue NE, with the understanding that reimbursement of a portion of the land acquisition costs may be due from beneficiary property owners, as provided by Section 14 of this Agreement, and/or from a special improvement district that is responsible for major street improvements serving the Development and the surrounding area.

**12. Warranty, Ownership and Inspection of Public Improvements.** The Owner is responsible for the repair or replacement of any faults in the materials or workmanship of the required on-site and off-site public improvements for a period of two years from the date those improvements are accepted for maintenance by the City. This warranty will be enforced by the City retaining 10% of the security required by Section 13 of this Agreement for the two-year warranty period. That sum will be released at the end of two years unless the parties are involved in a dispute about the condition, repair, or replacement of any of the required improvements, in which case funds will be held by the City until that dispute is resolved. The release of warranty funds follows the procedure established in Section 13 of this Agreement for the release of securities.

Installation of all public streets, sidewalks, curb ramps, water, sewer, storm drain, and other public improvements installed for the Subject Properties shall be subject to the City's inspection policy in place at the time of installation.

**13. Security for Public Improvements.** If the Owner chooses not to build the public improvements before approval of the final plat, the Owner shall provide the City with a performance bond, an irrevocable letter of credit, or another form of security acceptable to the Administrator in an amount equal to one hundred thirty-five percent (135%) of the costs of the required public improvements.

The security required by this section shall be returned or released upon acceptance of the required improvements, except as provided in Section 10. Following the final required inspection and City approval of the public improvements, the Director of Public Works shall promptly inform the Administrator, in writing, that all improvements have been inspected and are acceptable for maintenance by the City. If all other improvements relating to the development of the Subject Properties are in compliance with all conditions of approval, this Agreement, and the OCCGF, the Administrator shall then instruct the City

Clerk to release the security to the Owner, minus the retained portion to be held in warranty as required by Section 12 of this Agreement.

**14. Reimbursements owed to Owner.** Except as set forth herein, the City will assist in obtaining initial reimbursements due from other adjacent or benefitted property owners under this Agreement. However the Owner remains responsible for any legal enforcement of the terms of this Agreement against benefitted owners. The Owner shall provide the City with documentation of its actual out-of-pocket costs of the installation of the hereinabove mentioned improvements as well a copy of a current appraisal for the value of the land that is affected within four (4) months after approval and acceptance thereof by the City. Additionally, Owner shall request the City's assistance in reimbursements set forth herein within five (5) years of the City's acceptance of the improvements, said acceptance to be provided via the issuance of an occupancy permit. In the event of Owner's failure to provide the City with said cost data, and request the City's assistance within the five (5) year period from the occupancy permit, the City shall not be obliged to undertake collection of the reimbursement provided for herein, and the responsibility for collection thereof shall be that of the Owner, its heirs, successors and assigns. Failure of the Owner to provide the City with said cost data and timely request for reimbursement as herein required shall in no way alter the obligation of any other party to make reimbursement as provided for herein; said failure will affect only the City's obligation to assist in collection thereof.

**14.1 Oversizing.** The City shall reimburse the Owner the cost difference of any required oversizing of public water main, sanitary main, and storm drain improvements. The amount to be reimbursed shall be determined by the City Engineer's evaluation of the Owner's actual improvement cost for oversizing of the pipe, including fittings and valves. The reimbursement amount shall be based on actual quantity of improvements constructed. In the event that the improvement costs are not provided by the Owner or they are determined by the City to be unreasonable, the City will determine the reimbursement amount using standard bid and/or material prices.

**14.2 Streets.** Reimbursements for the costs of the street design, land and construction may be required from the beneficiary parcels. The reimbursement amount shall be based on actual quantity of improvements constructed as well as a current appraisal for the value of the land that is affected. In the event that the improvement costs are not provided by the Owner or they are determined by the City to be unreasonable, the City will determine the reimbursement amount using standard bid and/or material prices.

**14.3 Regardless of Sale or Division.** Future owners of the beneficiary parcels and all owners, present or future, of all parcels resulting from a division of the parcels identified above will be required to reimburse the Owner as provided here before obtaining any permit from the City.

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

**16. Park District.** Owner acknowledges that the Subject Properties are, by operation of law and pursuant to Resolution No. 10238, adopted by the City Commission on June 5, 2018, included within the boundaries of the Great Falls Park District Number 1. Owner acknowledges that property within the Great Falls Park

District Number 1, including the Subject Properties, is subject to annual assessments for the purposes of the Great Falls Park District Number 1 in amounts to be determined by the City Commission each year, in accordance with Resolution No. 10238, as it may be amended or supplemented.

**17. Interim Land Use.** Agricultural use may continue on those portions of the overall West Ridge Development that are not being actively developed.

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

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

**19. Soil Liability.** The Owner and the City recognize that it is the responsibility of buyers, owners and contractors of West Ridge Lots to complete any and all testing, investigations, inspections and/or foundation designs that may be needed. It is also understood that the purchaser/home owner and their contractors are assuming the risk for the soil and subsurface conditions and that S & L DEVELOPMENT LLC, WEST RIDGE DEVELOPMENT INC, its directors, officers, employees, agents, representatives, any of its contractors and The City have no liability for and will be held harmless from any claims arising out of any clay, soil, fill, and/or foundations issues.

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

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

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

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

ATTEST:

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

(Seal of City)

APPROVED FOR LEGAL CONTENT\*:

\_\_\_\_\_  
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.

S&L Development LLC

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

Its: \_\_\_\_\_

State of \_\_\_\_\_ )  
:ss.  
County of \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_

(NOTARIAL SEAL)

Attn: City of Great Falls

In regards to the Notice of Public Hearing concerning The West Ridge Phase 9 Addition, James W. Peretti et al would like to comment on the proposed storm water diversion pond. We would ask that the diversion pond be designed such that it discharges stormwater in excess of the storage pond's design capacity to the west and onto the subdivision owners' property, rather than to the east onto the Peretti property (Peretti Addition, S26, T21N, R03E, Lot 001, MK6). This should be easily achieved by creating a lower breach elevation on the west side of the pond. We are looking to develop the James W. Peretti parcel so excess water flowing onto it is a concern. Please call me at 406-861-5946 with any questions or concerns.

Thank you for your time,



Jill Peretti Endres



Meeting Date: May 25, 2021

**CITY OF GREAT FALLS**  
**PLANNING ADVISORY BOARD / ZONING COMMISSION AGENDA REPORT**

**Item:** Amendment to the Downtown Urban Renewal Plan

**Initiated By:** Planning and Community Development

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

**Action Requested:** Recommendation to City Commission for the approval of the Downtown Urban Renewal Plan amendment

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**Suggested Motion:**

1. Board Member moves:

“In accordance with Montana Code Annotated §7-15-4213, I move that the Planning Advisory Board recommend to the City Commission that the proposed amendment to the Great Falls Downtown Urban Renewal Plan, as described in the Staff Report is (in conformance/not in conformance) with the 2013 Growth Policy.”

2. Chairman calls for a second, public comment, board/commission discussion, and calls for the vote.

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**Background:**

In 2012, the City Commission adopted the Downtown Urban Renewal Plan (DURP). The creation of the DURP was the result of the development and adoption of the Downtown Master Plan. The Downtown Master Plan (DMP) provides a blueprint for the revitalization and redevelopment of Downtown, and recommended the creation of an Urban Renewal District that utilizes Tax Increment Financing to help fund public improvements called out within the DMP and the City’s Growth Policy.

Several Great Falls citizens as well as vested interest groups including the Business Improvement District, the Downtown Great Falls Association, Chamber of Commerce, Great Falls Development Authority and the Downtown Development Partnership have increasingly expressed concern that the City has not been more progressive in allowing for expanded opportunities to utilize TIF funds for revitalization, code compliance and safety projects on private property within the downtown area. Historically, the City of Great Falls has taken a somewhat cautious and conservative approach in favor of funding revitalization through improvement of public utilities, infrastructure and supporting other organizational and planning initiatives. Recently however, the City Commission has expressed an interest in learning about and supporting an expanded Downtown Urban Renewal Plan with the intent of decreasing blight, promoting public safety and increasing the vitality of the Downtown Urban Renewal Area. Based on a City Commission stated initiative and continued public support, Planning & Community Development staff have worked with Joan Redeen of the Business Improvement District, Kellie Pierce of the Downtown Great Falls Association, Brett Doney of the Great Falls Development Authority as well as the City’s outside counsel Erin McCrady of Dorsey Whitney, LLC, to produce drafts of three distinct improvement programs intended to encourage and support public safety, blight

elimination and increased code compliance in the historic Downtown Urban Renewal Area. In other words, authentic and enduring revitalization of not only private property but also of the public realm.

**Proposed Amendment:**

Not only did the Downtown Master Plan identify the need for an Urban Renewal District Plan, it also identified the desire for preserving, restoring, and reusing Downtown's historic buildings and sites as an objective to meet the goal of enhancing Downtown aesthetics. In support of that goal, the City Commission recently approved a DURP amendment specifically targeting the restoration of the Civic Center façade. Taking that successful amendment a significant step further, the proposed Downtown Urban Renewal Area Façade Program opens up TIF financing to potentially assist in the financing of many more façade renovation efforts. The program provides for up to a \$50,000 reimbursement per project for eligible façade renovation activities.

The Life Safety Code Compliance Program is designed to stimulate increased public safety and handicap accessibility improvement projects. Due to the historic nature of the downtown building inventory, many buildings are rife with building and fire code violations as well as features that impede the use and enjoyment of services and activities for those with physical and mobility impairments. The total reimbursement available for each requested project under the Life Safety Code Compliance Program is \$25,000.

The Environmental Safety Program works toward the elimination of blight based upon the principles of Crime Prevention Through Environmental Design (Environmental Safety) and other safety and security design principles. Environmental Safety is a set of design principles used to discourage crime and promote building security. It can also be used to create inviting and safe public spaces where people can gather and socialize. The total reimbursement benefit for each project is \$5,000.

At this time, the total proposed amount to fund these programs is \$500,000 annually. The remaining balance of annual TIF increment earned will either be utilized to cover bond debt payments (for example, the Civic Center façade project) or left in the account for utilization outside of the three new programs in the existing Downtown Urban Renewal Plan. The current balance in the Downtown TIF is just over \$2 million, so there is adequate funding to support both the new program as well as more traditional infrastructure needs in the downtown area. Although each program is designed to promote distinct activities, applicants can simultaneously apply for TIF reimbursements through all three programs to subsidize one project. The total aggregate amount that can be approved for an individual property is \$80,000 for one project every 15 years. One additional and important element of each program is the recognition that special and unique high impact projects present themselves from time to time. The end result of these projects not only creates job growth within the business itself but also tends to create significant spin-off development and activity in the area in which the project is located. As such, these programs leave the City Commission with the flexibility to approve reimbursements which exceed the normal limits within the programs, provided there are sufficient funds in the TIF account to do so. All other projects that fall within the program reimbursement limits will be processed by P&CD staff, and final funding decisions will be rendered by the P&CD Director or Deputy P&CD Director as may be necessary from time to time.

**Conformance with 2013 Growth Policy:** The following policies in the 2013 Growth Policy clearly support the proposed amendment to the Downtown Urban Renewal Plan:

- **SOC 1.1.3** - Support community-wide efforts in the City to reduce crime and expand crime prevention, public safety and education efforts, including neighborhood based efforts such as Neighborhood Watch.
- **SOC 1.1.4** - Strategically improve public safety in the Downtown, as well as other city-wide “hotspots” throughout the City.
- **SOC 1.4.2** - Expand the supply of residential opportunities including single family homes, apartments, manufactured homes, and assisted living facilities.
- **SOC 1.4.5** - Continue to support the development of accessible housing units for those with physical and mental challenges and special needs, including members of the community with disabilities, etc.
- **ENV 2.3.9** - Encourage and promote Crime Prevention Through Environmental Design (CPTEP) strategies in the City.
- **ECO 3.4.4** - Continue to offer incentives to responsible developers and employers.
- **ECO 3.7.3** - Manage the City's Tax Increment Finance Districts (TIFs) toward the creation of long-term improvements, with special emphasis on applying funds to capture, retain and reinvest dollars within the designated TIF boundaries.
- **PHY4.5** – Continue the work of the Historic Preservation Advisory Commission in the identification, evaluation, and preservation of historic districts and individual properties in Great Falls and Cascade County.
- **Phy 4.5.2** – Establish incentives for the preservation, rehabilitation, and maintenance of historically or architecturally significant properties in a manner closely related to the appearance of the district.
- **Phy 4.5.7** – Identify financial resources that may be used to assist in renovating or maintaining qualified properties, resource planning and tourism related to historic appreciation.

**Staff Commentary:** Although the proposed DURP amendment represent a significant change in TIF policy and utilization, the 2013 Growth Policy has numerous examples of goals and policies which both directly and indirectly support the proposed new programs.

#### **Concurrences:**

The Planning and Community Development Department has coordinated with the City Commission, interested downtown interest groups as well as the City’s outside legal counsel from Dorsey & Whitney LLP throughout the process.

#### **Fiscal Impact:**

While there is no direct fiscal impact with the adoption of the amendment of the Downtown Urban Renewal Plan, the amendment will provide an opportunity to utilize Downtown Tax Increment Financing funds to attain goals that will ultimately result in an increased tax base and economic growth.

#### **Staff Recommendation:**

In accordance with Montana Code Annotated §7-15-4213, staff recommends that the Planning Advisory Board recommend to the City Commission that the proposed amendment to the Great Falls Downtown Urban Renewal Plan is in conformance with the 2013 Growth Policy.

#### **Alternatives:**

The Planning Advisory Board could choose to recommend that the proposed amendment to the Downtown Urban Renewal Plan is not in conformance with the 2013 Growth Policy. For such a decision, the Board should examine the analysis above and provide an alternative basis for decision.

**Attachments/Exhibits:**

2020 Downtown Urban Renewal Plan Update

2021 Downtown Urban Renewal Area Façade Program

2021 Downtown Urban Renewal Area Life Safety/Code Compliance Program

2021 Downtown Urban Renewal Area Environmental Safety Program

Downtown Urban Renewal/TIF District Map

# CITY OF GREAT FALLS

## Amended and Restated Downtown Urban Renewal Plan



October 2020

## **Introduction:**

The City of Great Falls has embarked on an ambitious program to revitalize downtown Great Falls. In October 2011 the Great Falls City Commission unanimously adopted the Downtown Master Plan (DMP). Referenced throughout the 2013 Growth Policy Update, the DMP serves as the guiding policy document for downtown. The DMP provides a strategically focused, goal driven “blueprint” for the future growth and development of downtown. The DMP creates a vision and outlines strategies, actions, partnerships and timeframes that will facilitate the re-development of a regional destination.

The 82 strategies within the DMP are each designed to capitalize on downtown’s assets and proactively address downtown’s issues. The strategies all seek to create a downtown that has a balance of amenities, housing and transportation options, goods and services and cultural, entertainment and educational opportunities.

The DMP recommends the creation of an Urban Renewal District that utilizes Tax Increment Financing (TIF) to fund public improvements recommended in the DMP in an effort to revitalize Downtown Great Falls. The proposed Downtown Urban Renewal District (DURP) will be the third urban renewal district established in the City of Great Falls. The Central Place Revitalization Urban Renewal Program, established in 1977, has since expired while the West Bank Urban Renewal District, established in 2006 is currently operational.

The Downtown Urban Renewal District and TIF funds generated through the improvements to property in the district are anticipated to be the primary funding sources to implement the recommendations of the DMP. Previous urban renewal districts in the City have been successful in redevelopment and revitalization efforts. It is the hope of the City of Great Falls and the Downtown stakeholders that this urban renewal district will yield the same positive results.

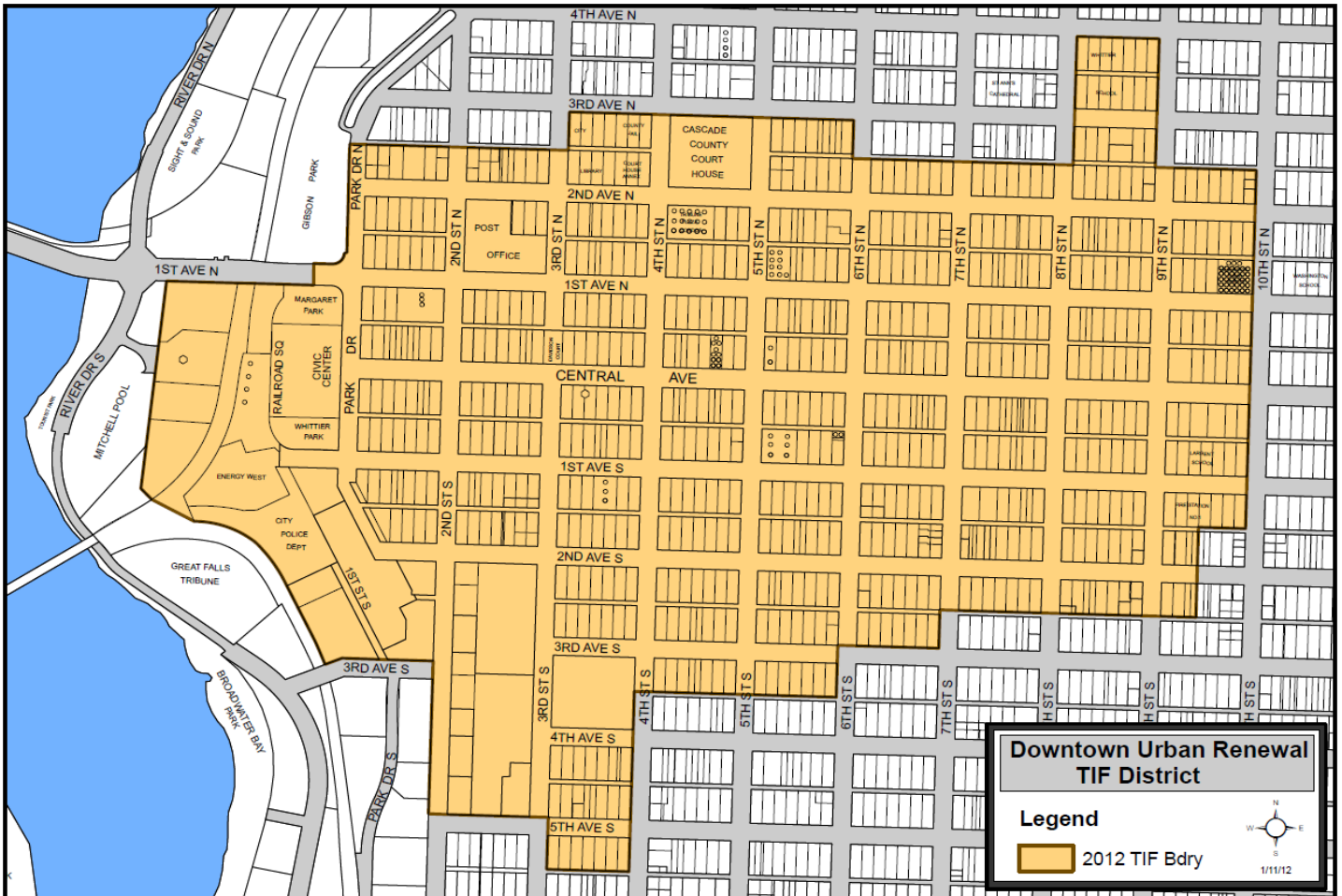
# Amended and Restated Downtown Urban Renewal District Plan

## Legal Description of the District:

Beginning at a point that is the southeast corner of Lot 1, Block 11, of the Broadwater Bay Business Park; thence south across 3rd Ave So to the northeast corner of Lot 6, Block 9, of the Broadwater Bay Business Park; thence south along the west right of way line of 2nd St So to a point that is directly west of the southwest corner of Lot 8, of the Amended Plat of Block 453, of the Great Falls Original Townsite (GFOT); Thence east across 2nd St So to the southwest corner of Lot 8, of the Amended Plat of Block 453, of the GFOT; thence east to the southwest corner of Lot 14, Block 452, of the GFOT; thence south to the southwest corner of Lot 1, Block 455, of the GFOT; thence east to the southeast corner of Lot 7, Block 455, of the GFOT; thence north along the west right of line of 4th St S to a point directly west from the southwest corner of Lot 1, Block 420, of the GFOT; thence east across 4th St So to the southwest corner of Lot 1, Block 420, of the GFOT; thence east to the southeast corner of Lot 7, Block 421, of the GFOT; thence north to the southeast corner of Lot 8, Block 413, of the GFOT; thence east across 6th St So to the southwest corner of Lot 14, Block 412, of the GFOT; thence east to the southeast corner of Lot 8, Block 412, of the GFOT; thence north to the southeast corner of Lot 7, Block 412, of the GFOT; thence east to the southwest corner of Lot 1, Block 411, of the GFOT; thence east to the southeast corner of Lot 3, Block 409, of the GFOT; thence north to the southeast corner of Lot 3, Block 376, of the GFOT; thence east to the southeast corner of Lot 7, Block 376, of the GFOT; thence north along the west right of way line of 10th St N to the northeast corner of Lot 8, Block 258, of the GFOT; thence west to the northeast corner of Lot 8, Block 257, of the GFOT; thence north to the northeast corner of Lot 7, Block 242, of the GFOT; thence west to the northwest corner of Lot 1, Blk 242, of the GFOT; thence south to the northwest corner of Lot 14, Blk 257, of the GFOT; thence west to the northeast corner of Lot 8, Blk 254, of the GFOT; thence north to the northeast corner of Lot 7, Blk 254, of the GFOT: thence west to the northwest corner of Lot 1, Blk 252, of the GFOT; thence south to the northwest corner of Lot 14, Blk 252, of the GFOT; thence west to the northwest corner of Lot 13, Blk 250, of the GFOT; thence continuing west to a point that is located on the west right of way of Park Dr N; thence south along the west right of way of Park Dr N to the corner of Park Dr N and 1st Ave N; thence around a curve to the left to a point of tangent thence continuing west eighty feet along the north right of way of 1st Ave N; thence south on a perpendicular line to the south right of way line of 1st Ave N; thence west along the south right of way line of 1st Ave N to the northwest corner of Lot 5, Blk 13, of the Broadwater Bay Business Park Addition (BBBP); thence southwesterly to the southwest corner of Lot 2, Blk 13, of the BBBP; thence southeasterly to the southeast corner of Lot 2, Blk 13, of the BBBP; thence continuing southeasterly to a point that is the intersection of the north railroad right of way line and the westerly boundary of Mark 22A (City of Great Falls Police Department); thence southeasterly along a curve to the right also being the north railroad right of way line to the southwest corner of Lot 1, Blk 12, of the BBBP; thence easterly along the north right of way line of 3rd Ave S to the point of beginning.

# City of Great Falls

## District Boundary



# Amended and Restated Downtown Urban Renewal District Plan

## Determination of Blight:

To establish an Urban Renewal District in Montana, it must be found that conditions of blight are present in the area. Section 7-15-4206 (2) MCA defines blight as “an area that is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, that substantially impairs or arrests the sound growth of the city or its environs, that retards the provision of housing accommodations, or that constitutes an economic or social liability or is detrimental or constitutes a menace to the public health, safety, welfare, and morals in its present condition and use, by reason of:

- the substantial physical dilapidation, deterioration, age obsolescence, or defective construction, material, and arrangement of buildings or improvements, whether residential or nonresidential;
- inadequate provision for ventilation, light, proper sanitary facilities, or open spaces as determined by competent appraisers on the basis of an examination of the building standards of the municipality;
- inappropriate or mixed uses of land or buildings;
- high density of population and overcrowding;
- defective or inadequate street layout;
- faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- excessive land coverage;
- unsanitary or unsafe conditions;
- deterioration of site;
- diversity of ownership;
- tax or special assessment delinquency exceeding the fair value of the land;
- defective or unusual conditions of title;
- improper subdivision or obsolete platting;
- the existence of conditions that endanger life or property by fire or other causes; or
- any combination of the factors listed in this subsection (2).



# City of Great Falls

With the adoption of Resolution 9961, the Great Falls City Commission found that the following conditions of blight are present in the District:

**The substantial physical dilapidation, deterioration, age obsolescence, or defective construction, material, and arrangement of buildings or improvements, whether residential or nonresidential.**

Vacancy, underutilization and a lack of maintenance has led to the substantial physical dilapidation and deterioration of a number of buildings within the district. Not only does this affect the aesthetic character of these buildings, and the district it also produces conditions that are unsafe, unsanitary and not conducive to economic development.



**Inappropriate or mixed uses of land or buildings.**

A large amount of land within the District is currently used as surface parking for automobiles. While a certain amount of parking is necessary to support other uses within the District, surface parking lots are an inefficient use of land in the City's commercial core. This land could potentially be redeveloped as commercial, office, residential or mixed use activities that would improve the vitality of the downtown and increase the taxable value of the District.



The heavy industrial nature of the southwest area of the District is incompatible with the adjacent commercial and retail and residential uses of the area. This area has the potential to be redeveloped in a mixed-use or transitional fashion to provide a key entry corridor into the District.

**Defective or inadequate street layout.**

Three one-way couplets currently traverse through the district. Multiple studies and analyses conducted across the U.S. indicate that downtown access and circulation, customer parking and property values increase when downtown one-ways are restored to two-way streets. The City of Great Falls conducted and completed a study in April 2013, which resulted in the *Downtown Access, Circulation, and Streetscape Plan*. Although it was never adopted, the study is used as a resource and guide for city staff.

A primary intersection within the district - Park Drive and 1st Avenue N - is unsafe and difficult to navigate for pedestrians. Additionally, the configuration of the intersection produces inefficient conditions for automobiles, especially those making turns at high volume portions of the day.

# Amended and Restated Downtown Urban Renewal District Plan

## Deterioration of site.

Vacant, underutilized or unmaintained buildings and parcels concentrated within specific areas of the district have created pockets of site deterioration throughout the district. The deterioration of sites has often led private investment and development to move to outlying areas of the City and has also slowed redevelopment and infill efforts downtown. If site deterioration is not addressed, the exodus of commercial and residential development will continue and ultimately lead to further deterioration.

## The existence of conditions that endanger life or property by fire or other causes.

A number of buildings in the district are in conditions that could potentially endanger life of property. Multiple factors have contributed to these conditions including fire damage, the use of hazardous construction materials, negligence on behalf of a property owner and extended vacancy among others. Buildings that have reached this condition are often the target of graffiti and other forms of vandalism, leading to further deterioration in the district.

## Urban Renewal Plan

The DMP will guide the urban renewal and revitalization efforts within the district. The overall vision of the DMP and the goals, objectives and strategies of the Plan provide a comprehensive framework for the redevelopment of the downtown core. The following table displays the 82 strategies of the DMP and additional project priorities, with associated timelines, categories and partner organizations.



## City of Great Falls

Strategy	Partners	Timeframe	Category
<b>1. CONNECTED:</b>			
<b>1. Improve pedestrian connectivity and safety Downtown.</b>			
a. Ensure streetscape improvements are designed to enhance pedestrian safety and pleasure by providing sufficient space for pedestrian needs and uses.	CofGF (P&CD, PW)	Short	Regulatory Framework
b. Develop public/private partnerships to ensure Downtown is safe, clean and accessible for all users.	CofGF, DAA (Safety team)	Immediate	Program
c. Identify, prioritize and correct accessibility barriers to sidewalks, curbs, pedestrian signals and other pedestrian facilities.	CofGF (P&CD, PW) Accessibility group	Short	Program
<b>2. Develop a comprehensive Downtown bicycle network to connect into a city-wide system.</b>			
a. Prepare a complete streets policy to guide roadway construction and rehabilitation.	CofGF, GFGE, GFBC	Immediate	Regulatory Framework
b. Update the bikeway chapter of the Long Range Transportation Plan, including prioritization of improvements and routes for implementation.	CofGF (P&CD, P&R), GFBC, RTI, TWG	Short	Regulatory Framework
c. Improve and expand bicycle connections to the River's Edge Trail through signage and routes.	CofGF (P&CD, P&R), GFBC, RTI, TWG	Short	Capital Improvement
d. Ensure that bike routes link and connect neighborhoods, employment centers, amenities and destinations.	CofGF (P&CD), GFBC, RTI	Short	Regulatory Framework
e. Develop public education and marketing programs to maximize the use of the bicycle network.	RTI, GFBC	Short	Program
<b>3. Reduce or eliminate Downtown one-ways.</b>			
a. Conduct a one-way conversion plan to help facilitate an environment that is pedestrian and retail friendly, improves local circulation, and increase access to Downtown businesses.	CofGF (P&CD, PW), MDT	Medium	Program
b. Effectively communicate the costs and benefits of one-way conversions to all stakeholders.	CofGF, DAA (BID, DGFA)	Medium	Program
c. Develop roadway and streetscape design standards to further the intended benefits of one-way conversions for all users.	CofGF	Medium	Regulatory Framework
<b>4. Improve connectivity to the Missouri River, River's Edge Trail, and Gibson Park for bicycles and pedestrians.</b>			
a. Improve the attractiveness and enhance the visibility of railroad crossings and underpass tunnels that connect Downtown to the Missouri River, River's Edge Trail and Gibson Park.	CofGF (P&CD, PW, P&R), RTI	Medium	Capital Improvement
b. Identify locations and develop design options to develop an additional separated grade bike and pedestrian crossing of railroad tracks.	CofGF (P&CD, PW, P&R), RTI	Long	Capital Improvement
c. Utilize signage, pathways and striping to provide pedestrians and bicyclists with safe and efficient connections between Downtown and the surrounding neighborhoods.	CofGF (P&CD, PW), RTI, TWG	Short	Capital Improvement
<b>5. Develop a comprehensive Downtown wayfinding system.</b>			
a. Develop a comprehensive wayfinding program.	CofGF, DAA (GFDA), Private Business	Short	Capital Improvement

# Amended and Restated Downtown Urban Renewal District Plan

b. Supplement proposed wayfinding program with printed maps and brochures, digital and audio tours and websites and apps to guide visitors throughout Downtown.	CofGF (P&CD), HPAC, CVB, TBID	Medium	Program
c. Incorporate a series of named or themed pathways that connect Downtown amenities and destinations.	CofGF (P&CD), HPAC, CVB, TBID	Long	Capital Improvement

## 6. Optimize Downtown parking for all stakeholders.

a. Conduct a comprehensive parking study to guide Downtown parking program.	CofGF (P&CD)	Short	Regulatory Framework
b. Improve bicycle parking facilities Downtown.	CofGF (P&CD, PW), GFBC, BID, private business	Short	Capital Improvement

## 7. Expand the use of public transit Downtown.

a. Promote the use of transit for Downtown specific events.	GFTD, DGFA	Short	Program
b. Encourage expanded partnership between the Great Falls Transit District and Great Falls Public Schools to promote transit usage to reach Downtown events and activities.	GFTD, GFPS, DAA (DGFA)	Short	Program
c. Encourage Downtown businesses to work with the Great Falls Transit District to provide subsidized bus passes for employees as an alternative to Downtown parking.	DGFA, BID, GFTD, Private Business	Short	Program

## DESTINATION:

### 1. Market Downtown's entertainment, culture, shopping and dining.

a. Continue to actively cross-promote and package Downtown's entertainment, culture, shopping and dining facilities with Downtown events.	MT, MEC, DGFA	On-going	Program
b. Work with various groups and organizations including the Convention and Visitors Bureau, Tourism BID, Montana Expo Park and Airport Authority to promote Downtown as a tourism and convention destination to the region and Canada.	DAA (CVB, TBID), MTEP, GFIA	Short	Program
c. Develop a comprehensive and coordinated Downtown marketing campaign utilizing print, radio, television and social media.	DAA (all), TA	Immediate	Program

### 2. Promote a broad range of family friendly entertainment and recreational opportunities and activities Downtown.

a. Review existing Downtown events and add free or low cost activities that engage a variety of age groups including: families, teens, young adults and older adults.	CofGF (P&R), DGFA	Short	Program
b. Promote new and exciting events in Downtown's parks, pools and recreational facilities that attract families with young children.	CofGF (P&R), DGFA	Short	Program
c. Encourage Downtown organizations and facilities to establish programs for parents to drop children off while they utilize Downtown's shopping and amenities.	Private Business, DGFA, Museum Group	Short	Program

### 3. Ensure Downtown is active and vibrant during the evenings and weekends.

a. Actively pursue the development of a Downtown boutique hotel to provide quality lodging and amenities for Downtown visitors.	DAA (GFDA, CofGF), Private Business	Medium	Site Specific
b. Develop programs and events that provide opportunities for people to remain in and visit Downtown in the evening and on the weekend.	DAA (DGFA), CofGF (P&R)	Short	Program
c. Actively recruit an already successful restaurant to relocate or expand into Downtown.	GFDA, BID, DGFA	Short	Program

## City of Great Falls

d. Work with existing restaurant and bar/tavern owners to identify, develop and promote a Downtown Dining District.	DGFA, TA, DAA (all)	Medium	Program
e. Market Downtown's amenities and activities to current employers and employees to encourage the workforce to stay Downtown after business hours.	DAA (DGFA), TA, Restaurant owners	Immediate	Program
f. Create a year-round public market / food and arts incubator that would cater to residents, employees and visitors.	GFDA, DGFA, CofGF	Medium	Site Specific

#### 4. Increase the utilization of the Convention Center and Mansfield Center for the Performing Arts (Mansfield).

a. Develop public/private partnerships to package the facilities at the Civic Center and Mansfield with catering and dining services and lodging facilities to enhance the attractiveness of Downtown as a convention destination.	CVB, TBID, MCPA	Medium	Program
b. Enhance partnerships with entertainment promoters to utilize the Mansfield as a concert venue.	MCPA	Short	Program
c. Educate potential users of the Civic Center and Mansfield about the opportunities available at the facility, policies and prices.	MCPA	Immediate	Program

### FLOURISHING:

#### 1. Identify and support an organization to lead and champion Downtown revitalization.

a. Establish a formal Downtown Development Agency within the City of Great Falls, in partnership with public and private entities, to foster new development and redevelopment Downtown and implement the goals, objectives and strategies identified in the Plan.	CofGF, DAA (all), Private Business	Immediate	Regulatory Framework
b. Establish a Downtown TIF and associated Urban Renewal Plan district to fund Downtown projects, improvements and organizational management.	CofGF, GFPS, CC	Immediate	Regulatory Framework
c. Update zoning and land use regulations to support recommendations of the Plan.	CofGF (P&CD)	Short	Regulatory Framework

#### 2. Improve the public realm to provide a safe, attractive and welcoming environment.

a. Encourage a partnership between Downtown organizations and stakeholders and the City Police Department to ensure a clean and safe environment.	DAA (W&S), GFDP	Short	Program
b. Establish a volunteer based Downtown clean-up day and/or program.	DAA (W&S)	Short	Program
c. Increase street level vitality by encouraging the active use of ground floor space in the Downtown core.	CofGF (P&CD), BID, DGFA	Short	Regulatory Framework

#### 3. Identify and attract high paying employers and jobs to Downtown.

a. Develop a comprehensive Downtown business retention and development plan that focuses on successful and emerging business clusters Downtown.	GFDA, CofGF	Short	Program
b. Utilize GFDA's business attraction and retention resources to leverage Downtown business investment.	GFDA	Immediate	Program

#### 4. Support existing and attract new commercial and retail business Downtown.

a. Establish a mentor program to pair new entrepreneurs with successful Downtown business owners.	DGFA, BID, GFDA	Short	Program
b. Utilize national research and trends to identify and attract "Downtown friendly" retailers.	GFDA, BID, NW	Short	Program

# Amended and Restated Downtown Urban Renewal District Plan

c. Conduct a Downtown market analysis to guide commercial and retail development.	GFDA, BID, DGFA	Medium	Program
d. Provide existing business owners with market research and technical and financial assistance.	CofGF, GFDA, DGFA, BID	Medium	Program
e. Conduct a Downtown business and building inventory to establish and maintain an accurate database of what is currently located Downtown and what opportunities exist for business expansion, attraction and relocation.	CofGF (P&CD), BID, DGFA	Immediate	Program
<b>5. Attract a diverse mix of visual and performing artists to live and work Downtown.</b>			
a. Revive and support the Great Falls Arts Council to develop and promote arts programs, events and education.	CofGF, DAA (all)	Short	Regulatory Framework
b. Encourage the development of lofts, studios and live/work spaces in vacant or underutilized buildings to attract artists to Downtown and increase arts and culture activity.	CofGF (P&CD), DAA (GFCC, GFDA)	Medium	Program
c. Develop a roster of visual and performing artists and craftsperson's living in and around Great Falls to utilize for Downtown programs and events.	DGFA	Short	Program
d. Capitalize on the success of Western Art Week by drawing visitors to Downtown galleries, shops and restaurants.	DAA (GFCC)	Immediate	Program
e. Continue to promote Downtown art galleries and artists through events such as the First Friday Art Walk.	DAA (DGFA)	Immediate	Program

## LIVING:

<b>1. Promote a wide range of housing choices throughout Downtown.</b>			
a. Ensure that the proposed City of Great Falls Downtown Development Agency is a champion of Downtown housing development.	NW, CofGF (P&CD)	Short	Regulatory Framework
b. Evaluate zoning and land use regulations to ensure policies allow for and encourage Downtown housing in the form of rehabilitation and preservation of existing buildings, infill development and new construction.	CofGF (P&CD)	Short	Regulatory Framework
c. Conduct a Downtown housing inventory to establish and maintain an accurate database of housing and property available for rent, ownership, and/or rehab.	NW, W&S, CofGF (P&CD)	Short	Program
<b>2. Ensure existing housing is safe and attractive.</b>			
a. Actively monitor the condition of existing housing and enforce the City's Property Maintenance Code.	CofGF (P&CD), W&S	On-going	Program
b. Promote and utilize the City of Great Falls Housing Rehab Loan program and Neighborworks Great Falls programs to enhance existing homes and rental properties.	CofGF, NWGF	On-going	Program
c. Develop a volunteer based residential improvement plan to ensure Downtown neighborhoods are clean and safe.	W&S, NC	Short	Program
<b>3. Attract private investment and financing for Downtown housing.</b>			
a. Create new and promote existing incentive programs to encourage residential development.	NW, CofGF	Short	Program
b. Prepare a housing market study to assist developers, lending institutions and private property owners in developing Downtown housing.	Realtors, HBA, NW, GFDA	Short	Program
c. Establish a clearinghouse and/or database of residential financing options and incentives.	Realtors, HBA, NW, GFDA	Short	Program

## City of Great Falls

**4. Attract retailers and neighborhood services that cater to Downtown residents.**

a. Survey Downtown residents and utilize national research to identify neighborhood based commercial, retail and services that are missing Downtown.	NW, NC	Immediate	Program
b. Encourage mixed-use development that places residents within close proximity to commercial activities.	CofGF (P&CD)	Short	Regulatory Framework

**AESTHETICS:****1. Preserve, restore, and reuse Downtown's historic buildings and sites.**

a. Market Downtown's historical resources to facilitate improvements and restoration of properties through tax incentives and preservation grants.	CofGF, HPAC	Immediate	Program
b. Educate current property owners and developers of the funding programs available to make improvements to the Downtown buildings.	HPAC, DAA (BID)	Immediate	Program
c. Establish a technical assistance and incentive program to encourage the adaptive re-use, rehabilitation and preservation of historic buildings and sites.	CofGF, HPAC	On-going	Program

**2. Increase the number and diversity of public spaces Downtown.**

a. Actively pursue the development of an indoor/outdoor community gathering space to host activities and events and attract residents, employees and visitors throughout the year.	CofGF, Private Business	Short	Site Specific
b. Encourage diversity in the form and function of Downtown parks, plazas and gathering spaces.	CofGF (P&CD, P&R)	Medium	Regulatory Framework
c. Explore the feasibility of developing rooftop green spaces.	CofGF (P&CD, PW), Private business	Medium	Regulatory Framework

**3. Promote quality design and construction in Downtown's built environment.**

a. Develop design guidelines to enhance the character of Downtown through the quality design and construction of Downtown's built environment.	CofGF, DAA (all)	Short	Regulatory Framework
b. Evaluate the function, authority and scope of the City's Design Review Board to ensure aesthetic goals of the Plan are achieved.	CofGF	Short	Regulatory Framework

**4. Create attractive gateway design features that welcome residents and visitors to downtown.**

a. Identify priority entrances into Downtown to construct gateway design features.	CofGF (P&CD, P&R), GFDA	Short	Capital Improvements
b. Establish a program to encourage community and/or service groups, private businesses and other stakeholders to "sponsor" the construction of gateway features.	DAA (all)	Short	Capital Improvements

# Amended and Restated Downtown Urban Renewal District Plan

## 5. Expand and enhance the existing downtown streetscape.

a. Develop a comprehensive Downtown streetscape plan that prioritizes future improvements and builds upon the existing streetscape.	CofGF (P&CD, PW)	Short	Regulatory Framework
b. Ensure streetscape improvements are implemented in coordination with the construction of gateway design features.	CofGF (P&CD)	Short	Regulatory Framework
c. Work with the City Forester to establish tree planting programs throughout Downtown.	DAA (BID), NC	Short	Program

## 6. Actively pursue the preservation and rehabilitation of the Rocky Mountain Building.

a. Identify an organization or partnership to lead restoration efforts including assisting in permitting process and requirements, identifying funding options, leading fundraising efforts and recruiting a mix of building tenants.	CofGF (P&CD), DAA (all)	On-going	Program
b. Encourage the current building owners to move forward with restoration improvements before weathering and damage continue to a point where rehabilitation is no longer feasible.	CofGF (P&CD), DAA (all)	On-going	Program

## 7. Actively pursue the preservation and rehabilitation of the Civic Center.

a. Fund and complete the Civic Center façade renovation project.	CofGF	Immediate	Capital Improvement
b. Identify and complete rehabilitation projects within the Civic Center property including, but not limited to, landscape and asphalt restoration.	CofGF	On-going	Capital Improvement
c. Determine and complete preservation projects within the Mansfield Center for the Performing Arts including, but not limited to, seat and architectural features.	CofGF	On-going	Capital Improvement
d. Identify and complete rehabilitation projects within the Convention Center including, but not limited to, upgrading lighting and architectural features.	CofGF	On-going	Capital Improvement

## **Funding and Administration:**

Tax Increment Financing (TIF) is necessary to encourage private reinvestment within the District, create employment opportunities, implement the goals set forth in this plan and increase the tax base of the District. The Downtown Urban Renewal District is hereby established as a tax increment financing urban renewal area in accordance with 7-15-4282-4292 and 4301-4324 (MCA).

For the purpose of calculating the incremental taxable value each year for the life of the district, the base taxable value shall be calculated as current base taxable value of the district as of January 1, 2012.

### **Administration**

The District will be administered in accordance with 7-15-4232 (MCA). The Great Falls City Commission has the authority to administer and manage the District and the implementation of the DURP. Under 7-15-4232 (MCA) the City Commission may authorize a City Department to manage the program and implement the recommendation of the DURP. It is envisioned that the Commission will receive recommendations and input from the Planning and Community Development Department in partnership with the Downtown Partnership of Great Falls (the Partnership).

Planning and Community Development Staff will work with the Partnership to prepare an annual District work plan and budget, which the Partnership will submit to the City Commission for consideration and adoption. The work plan will list the activities and cost of activities for the coming fiscal years and a method of financing those activities. The Partnership will enter into an Memorandum of Understanding (MOU) or other form of agreement that outlines the roles and responsibilities of this group in relation to the District.

The Planning and Community Development Department will provide initial staffing to assist the Partnership in preparing the annual District work plan and budget, preparing and presenting annual reports to the City Commission, and coordinating the review of proposed projects and development requesting TIF funding. It is anticipated that TIF moneys will be used in the future to fund a permanent staff position.

Planning and Community Development Staff will provide to the City Commission and the public an annual program evaluation as part of the annual report.

# Amended and Restated Downtown Urban Renewal District Plan

## **Conformity with the Growth Policy**

The establishment of the Partnership and the Downtown TIF are both direct recommendations of the Downtown Master Plan. Additionally, specific themes, goals and policies of the City's Growth Policy (displayed below) are supported by recommendations contained within the DURP.

- Encourage livable, walkable, visually and functionally cohesive neighborhoods that incorporate traditional design concepts (Land Use pg. 20).
- Formulate and adopt modern, flexible land development regulations in order to preserve and enhance the scale, quality, and character of existing neighborhoods (Land Use pg. 21).
- Encourage mixed land uses in new and redeveloping areas to achieve a high degree of self-containment, reduce auto dependence, and foster a strong live-work-play pattern of activity within neighborhoods (Land Use pg. 22).
- Encourage preservation of corridors of land for non-motorized transportation routes/trails and provide public investment for non-motorized transportation facilities (Land Use pg. 22).
- Review existing zoning to ensure it is consistent with neighborhood objectives, and pursue rezoning of areas where conflicts are found (Land Use pg. 23).
- Increase code enforcement activity in order to help protect neighborhoods from decay, decline and disinvestment (Land Use pg. 23).
- Allow for compatible, small-scale commercial uses that support existing neighborhoods and reduce dependence on automobile travel (Land Use pg. 24).
- Encourage public investment in parks and schools that are neighborhood focal points, consistent with the Comprehensive Park and Recreation Master Plan (Land Use pg. 25).
- Proactively direct development through public investment in infrastructure (Land Use pg. 28).

## **Amendment of the DURP**

The DURP may be modified at any time by the City Commission as necessary to eliminate and prevent the development or spread of blight and to encourage urban rehabilitation. The process for plan amendment shall be consistent with the procedures outlined in 7-15-4212 - 4219 (MCA).

**Conclusion:**

The City of Great Falls Downtown Master Plan recommends the establishment of an Urban Renewal District that utilizes TIF funding to revitalize and rehab downtown. The Plan provides an ambitious yet obtainable framework of goals, objectives and strategies that are intended to transition this area from its current condition to a vibrant and thriving destination. The Downtown Urban Renewal District has tremendous potential to re-emerge as the commercial, cultural and entertainment center of Great Falls.

# Amended and Restated Downtown Urban Renewal District Plan



**CITY OF GREAT FALLS  
DOWNTOWN URBAN RENEWAL DISTRICT  
FAÇADE IMPROVEMENT PROGRAM**

**IMPORTANT:** Costs to be paid with Tax Increment Funds (TIF) may not be incurred by the Applicant prior to funding approval and the satisfaction of any conditions of such approval.

**INTRODUCTION:**

The Downtown Development Partnership (DDP) advocated for the creation of several programs that would allow developers to utilize TIF for assistance in redevelopment or rehabilitation of private properties within the Downtown Urban Renewal District (District).

Any approved subsidies are in the form of matching funds to private investment, up to a maximum of \$50,000 for permanent Façade Improvements. The Applicant has the sole responsibility to repay any loans used to finance the private portion of the project.

Information on these programs is available through Planning & Community Development at the City of Great Falls (City). Each program targets various conditions and has different criteria that must be addressed through the application process.

The following is a summary of the Façade Improvement Program.

**PROGRAM OBJECTIVES:**

The primary objective of the Façade Improvement Program is the elimination and prevention of blight and the redevelopment of the Downtown core by encouraging voluntary repair of existing commercial property within the District and providing for improvements of the public facing exteriors of buildings in the District.

The intent of the Façade Improvement Program is to improve the urban core and encourage redevelopment and elimination of blight through the use of TIF funds as specified by Montana Urban Renewal Act, Title 7, Chapter 15, Parts 42 and 43, Montana Code Annotated (MCA). Authorization for the City to administer a program such as the Façade Improvement Program can be found in Montana Urban Renewal Act, including:

- 7-15-4206 MCA – Blight – the substantial physical dilapidation, deterioration, age obsolescence, or defective construction, material, and arrangement of building or improvements;
- 7-15-4206 MCA – Rehabilitation – carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements;
- 7-15-4233 MCA – Powers which may be exercised by an urban renewal agency – to formulate and coordinate a workable program as specified in 7-15-4209; and to prepare plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements;
- 7-15-4209 MCA – a municipality may formulate a workable program for utilizing appropriate private and public resources to encourage needed urban rehabilitation; and
- 7-15-4288 MCA – Costs that may be paid by Tax Increment Financing (TIF) – costs incurred in connection with the redevelopment activities allowed under 7-15-4233.

Authorization for these programs was called for in the Downtown Master Plan under Aesthetics, item 1.c.

Additional objectives are to:

1. Encourage elimination of conditions that could be a serious and growing menace, injurious to public health, safety, and welfare.
2. Encourage private investment in commercial property in the District through the use of public incentives.
3. Stimulate economic and business development within the District by providing safe environments for workers, businesses, and the public.
4. Retain and expand safe employment opportunities through economic development.

The approved funding is given at the discretion of the City based upon review of the Applicant's compliance with program objectives, eligibility requirements, eligible construction activities, and availability of TIF funds.

### **ELIGIBILITY REQUIREMENTS:**

The following eligibility requirements have been established to accomplish the Façade Improvement Program objectives. These requirements involve the specifics of individual requests for approved funds, and the materials that the Applicant must submit to have a successful application. Application forms may be obtained from the City – Planning and Community Development. Application forms must be completed in their entirety before the project will be considered.

1. For the purposes of the Façade Improvement Program, a "project" is defined as any permanent improvements on public facing exterior surfaces within the District. This could include, but is not limited to, window upgrades/installation, entryways, masonry, installation, and refurbishment or major overhaul of permanent overhangs
2. Matching funds for the subsidy may total up to fifty percent (50%) of the project's eligible expenses.
3. The maximum aggregate limit of TIF funds granted through the Façade Improvement Program by the City on any one project is \$50,000.
4. The maximum aggregate limit of TIF funds granted through the TIF Programs by the City on any one project is \$80,000.
5. The maximum aggregate limit of TIF funds granted through the TIF Programs by the City on any one parcel is \$80,000 over a fifteen (15) year period.
6. The maximum aggregate limit of TIF funds granted through the TIF Programs by the City in any one fiscal year is \$500,000; provided that TIF funds granted in a fiscal year may be disbursed in a subsequent fiscal year.
7. Notwithstanding anything herein to the contrary, the City Commission reserves the right and discretion, upon the demonstration of extraordinary circumstances, to approve grants in excess of the above referenced aggregate limits.
8. All applications will be reviewed in the order in which they are received by the City.
9. All commercial property within the District is eligible for the Façade Improvement Program, with the exception of publicly owned buildings. For the purposes of the Façade Improvement Program, residential properties with four or more units will be considered commercial properties.

10. All property taxes, special improvement district assessments, and other assessments on the project property must be paid to date. Evidence of payment in the form of a tax receipt is required and must be submitted with the application.
11. Documentation from architects or engineers licensed to practice in Montana will be accepted if their analysis and plans are verified in writing. In addition, a listing of the construction materials, project elements, and a rendering of the proposed project may also be required.
12. If approved for TIF funds, the Applicant is required to follow requirements for public construction contracts as it pertains to payment, competitive bidding and standard prevailing rate of wages. All expenditures must be itemized by materials and labor, and construction estimates must be obtained from licensed and bonded contractors and submitted with the application. Receipts, or invoices marked as paid by the contractor or vendor or comparable documentation will be required for all work undertaken on eligible project improvements prior to reimbursement being approved.
13. All plans, materials, construction techniques and the completed project are subject to inspection and verification by City personnel.
14. If any one of these requirements are not met TIF funding may be withheld.
15. The Office Planning & Community Development will review Applications and determine eligibility for TIF subsidies and project reimbursements.

#### **ELIGIBLE ACTIVITIES:**

**IMPORTANT:** All construction undertaken pursuant to the Façade Improvement Program must be in accordance with a design that has been reviewed and approved by City Building Officials to ensure compliance with program objectives, design criteria and City Code compliance. The Applicant must also obtain all applicable permits and comply with all municipal ordinances and applicable building codes.

The Façade Improvement Program was created to encourage voluntary repair of existing commercial property within the District and provide for improvements of public facing exteriors of the buildings in the District. All applications must meet these specific criteria to be eligible for TIF funds subsidy, if applicable.

Eligible activities include, but are not limited to the following:

1. Installation, construction, or significant permanent improvements to include replacement of public facing exterior surfaces including, but not limited to, window upgrades/installation, entryways, masonry, installation, and refurbishment or major overhaul of permanent overhangs.
2. All improvements covered by the Façade Improvement Program must be of a permanent nature.
3. Architectural/engineering assistance and design fees are eligible expenses. All fees and permit charges must be itemized, and receipts provided.
4. The following are ineligible activities for funding through the Façade Improvement program:
  - a. Improvements that are not of a permanent nature;
  - b. Routine maintenance or repair of window casings, entryways, or permanent overhangs;
  - c. Corrections of structural deficiencies of the building;
  - d. Fines or charges levied against the property for any reason; and
  - e. Work initiated prior to necessary program approvals.

**PLEASE NOTE:** Items ineligible for assistance under the Façade Improvement Program may be eligible under other TIF Programs offered by the City. An Applicant may submit an application for or be concurrently involved in those programs, subject to the caps set forth above. Items listed in the application for TIF assistance will be reviewed by the City to determine the appropriate program or programs they may fall under. All applications are evaluated on a case-by-case basis. The City shall have sole discretion with respect to the administration of TIF funds under the Façade Improvement Program and the other programs and the submission of application materials by an Applicant shall in no way result in any entitlement by such Applicant to any TIF funds under the Façade Improvement Program and the other programs unless and until awarded by the City and then only upon satisfaction of all pre-requisites established by the City for receipt of TIF funds.

### **APPLICANT RESPONSIBILITIES:**

The s Applicant agrees to the following pursuant to the Façade Improvement Program.

1. Applicant completes TIF application and complies with all program requirements. This material is provided to the City for review.
2. In the application process, Applicant provides expected date of completion of the project. If project is not completed by this date, TIF funds obligated may be rescinded.
3. Applicant selects the architect, engineer, and contractors who will participate in the project, complies with competitive bidding and standard prevailing wage requirements, and obtains all permits and necessary approvals from the City associated with the project.
4. If the Applicant finances all or part of the private portion of the project using a lending institution, the Applicant will be solely responsible for all loan repayments and for compliance with all lender requirements.
5. Applicant is solely responsible for the full payment of all material, laborers and subcontractors employed in the project.
6. At the completion of the Project, the Applicant must submit copies of all relevant contractor or vendor invoices, receipts verifying payment. Invoices must be marked as paid by the contractor or vendor.
7. It is the Applicant's responsibility to ensure that the Applicant and all of the Applicant's contractors or sub-contractors have adequate liability and workers compensation insurance for the project.
8. Applicant agrees to protect, indemnify, defend, and save harmless the City against and from any and all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), attorney's fees, and losses to the City arising in favor of or asserted by any person or entity on account of personal injury, death or damage to property arising out of, in connection with, or incidental to the negligence or willful misconduct of Applicant, or its agents or employees related to the activities under the Façade Improvement Program.

### **CITY RESPONSIBILITIES:**

1. The City provides the Applicant with the Façade Improvement Program application.
2. The City reviews the application and determines which activities and expenses are eligible.
3. The City evaluates the eligible expenses as they relate to the program objectives and calculates the matching funds subsidy to determine any potential TIF contribution to the project.
4. The City notifies the Applicant of project approval.

5. The City closes out the application upon satisfactory completion of the project:
  - a. Inspection of the project for completeness and compliance to design submitted in the application.
  - b. Reviews lien waivers from contractors, subcontractors, and vendors.
  - c. Reviews paid invoices and/or prevailing wage payroll certification from contractors and vendors.
  - d. Processes claim for payment.
6. The City has absolutely no responsibility for payment of any Applicant's material, laborers, or contractors.
7. The City shall have no civil liability for any damages or claims arising from any of the Applicant's undertakings.

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**CITY OF GREAT FALLS  
DOWNTOWN URBAN RENEWAL DISTRICT  
LIFE-SAFETY CODE COMPLIANCE PROGRAM**

**IMPORTANT:** Costs to be paid with Tax Increment Funds (TIF) may not be incurred by the Applicant prior to funding approval and the satisfaction of any conditions of such approval.

**INTRODUCTION:**

The Downtown Development Partnership (DDP) advocated for the creation of several programs that would allow developers to utilize TIF for assistance in redevelopment or rehabilitation of private properties within the Downtown Urban Renewal District (District).

Any approved subsidies are in the form of matching funds to private investment, up to a maximum of \$25,000, to correct existing Life-Safety Code violations. The Applicant has the sole responsibility to repay any loans used to finance the private portion of the project.

Information on these programs is available through Planning & Community Development at the City of Great Falls (City). Each program targets various conditions and has different criteria that must be addressed through the application process.

The following is a summary of the Life-Safety Code Compliance Program (CCP).

**PROGRAM OBJECTIVES:**

The primary objective of the CCP is the elimination and prevention of blight and the redevelopment of the Downtown core by encouraging voluntary repair of existing commercial property within the District and providing for improvements to correct existing Life-Safety Code violations.

The intent of the CCP is to improve the urban core and encourage redevelopment and elimination of blight through the use of TIF funds as specified by Montana Urban Renewal Act, Title 7, Chapter 15, Parts 42 and 43, Montana Code Annotated (MCA). Authorization for the City to administer a program such as the CCP can be found in the Montana Urban Renewal Act, including:

- 7-15-4206 MCA – Blight – the substantial physical dilapidation, deterioration, age obsolescence, or defective construction, material, and arrangement of building or improvements; and unsanitary or unsafe conditions;
- 7-15-4206 MCA – Rehabilitation – carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements;
- 7-15-4233 MCA – Powers which may be exercised by an urban renewal agency – to formulate and coordinate a workable program as specified in 7-15-4209; and to prepare plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements;;
- 7-15-4209 MCA – a municipality may formulate a workable program for utilizing appropriate private and public resources to encourage needed urban rehabilitation; and
- 7-15-4288 MCA – Costs that may be paid by Tax Increment Financing (TIF) – costs incurred in connection with the redevelopment activities allowed under 7-15-4233.

Authorization for these programs was called for in the Downtown Master Plan, under Aesthetics, item 1.c. Additional objectives are to:

1. Encourage elimination of conditions that could be a serious and growing menace, injurious to public health, safety, and welfare.
2. Encourage private investment in commercial property in the District through the use of public incentives.
3. Stimulate economic and business development within the District by providing safe environments for workers, businesses, and the public.
4. Retain and expand safe employment opportunities through economic development.

The approved funding is given at the discretion of the City based upon review of the Applicant's compliance with program objectives, eligibility requirements, eligible construction activities and availability of TIF funds.

### **ELIGIBILITY REQUIREMENTS:**

The following eligibility requirements have been established to accomplish CCP objectives. These requirements involve the specifics of individual requests for approved funds, and the materials that the Applicant must submit to have a successful application. Application forms may be obtained from the City – Planning and Community Development. Application forms must be completed in their entirety before the project will be considered.

1. For the purposes of the CCP, a "project" is defined as the remedial actions with respect to existing Life Safety Code violations per building on commercial properties located within the District.
2. Matching funds for the subsidy may total up to fifty percent (50%) of the project's eligible expenses.
3. The maximum aggregate limit of TIF funds granted through the CCP by the City on any one project is \$25,000.
4. The maximum aggregate limit of TIF funds granted through the TIF Programs by the City on any one project is \$80,000.
5. The maximum aggregate limit of TIF funds granted through the TIF Programs by the City on any one parcel is \$80,000 over a fifteen (15) year period.
6. The maximum aggregate limit of TIF funds granted through the TIF Programs by the City in any one fiscal year is \$500,000; provided that TIF funds granted in a fiscal year may be disbursed in a subsequent fiscal year.
7. Notwithstanding anything herein to the contrary, the City Commission reserves the right and discretion, upon the demonstration of extraordinary circumstances, to approve grants in excess of the above referenced aggregate limits.
8. All applications will be reviewed in the order in which they are received by the City.
9. All commercial property within the District is eligible for the CCP, with the exception of publicly owned buildings. For the purposes of the CCP, residential properties with four or more units will be considered commercial properties.
10. All property taxes, special improvement district assessments, and other assessments on the project property must be paid to date. Evidence of payment in the form of a tax receipt is required and must be submitted with the application.
11. Documentation from architects or engineers licensed to practice in Montana will be accepted if their analysis and plans are verified in writing. In addition, a listing of the construction materials, project elements, and a rendering of the proposed project may also be required.

12. If approved for TIF funds, the Applicant is required to follow requirements for public construction contracts as it pertains to payment, competitive bidding, and standard prevailing rate of wages. All expenditures must be itemized by materials and labor, and construction estimates must be obtained from licensed and bonded contractors and submitted with the application. Receipts, or invoices marked as paid by the contractor or vendor or comparable documentation will be required for all work undertaken on eligible project improvements prior to reimbursement being approved.
13. All plans, materials, construction techniques and the completed project are subject to inspection and verification by City personnel.
14. If any one of these requirements are not met TIF funding may be withheld.
15. The Office Planning & Community Development will review Applications and determine eligibility for TIF subsidies and project reimbursements.

### **ELIGIBLE ACTIVITIES:**

**IMPORTANT:** All construction undertaken pursuant to the CCP must be in accordance with a design that has been reviewed and approved by City Building Officials or Fire Code Officials to ensure compliance with program objectives, design criteria and Life-Safety Code compliance. The Applicant must also obtain all applicable permits and comply with all municipal ordinances and applicable building codes.

The CCP is designed to address existing Life-Safety Code violations on existing commercial properties, which may endanger occupants, visitors, or the public. All applications must address resolution of documented Code violations to be eligible for TIF funds subsidy, and the project must result in the resolution of such Code violations in order to be eligible for reimbursement.

Eligible activities include, but are not limited to the following:

1. Installation, construction, or significant improvement including, but not limited to, required emergency exits, fire suppression systems, fire escapes, fire detection and alarm systems, protection of open stairways, stairway shafts and/or other exit enclosures, and provision of fire-rated door, floor, ceiling and/or wall assemblies.
2. Installation, construction, or significant improvement in regard to ADA compliance including, but not limited to, installation of ADA compliant doorways, restrooms, or ramps.
3. Installation, construction, or significant improvement including, but not limited to, elevator installation.
4. All improvements covered by the CCP must be of a permanent nature.
5. Architectural/engineering assistance and design fees are eligible expenses. All fees and permit charges must be itemized, and receipts provided.
6. The following are ineligible activities for funding through the CCP:
  - a. Utility connections or replacement other than those which may be directly required by the installation of eligible item(s) such as fire suppression water connections;
  - b. Improvements or upgrades to existing electrical or plumbing systems other than those directly required by installation of an eligible item(s);
  - c. Corrections of structural deficiencies of the building;
  - d. Fines or charges levied against the property for any code violations;
  - e. Work initiated prior to necessary program approvals.

**PLEASE NOTE:** Items ineligible for assistance under the CCP may be eligible under other TIF Programs offered by the City. An Applicant may submit an application for or be concurrently

involved in those programs, subject to the caps set forth above. Items listed in the application for TIF assistance will be reviewed by the City to determine the appropriate program or programs they may fall under. All applications are evaluated on a case-by-case basis. The City shall have sole discretion with respect to the administration of TIF funds under the CCP and other programs and the submission of applications materials by an Applicant shall in no way result in any entitlement by such Applicant to any TIF funds under the CCP or other programs unless and until awarded by the City and then only upon satisfaction of all pre-requisites established by the City for receipt of TIF funds.

### **APPLICANT RESPONSIBILITIES:**

The Applicant agrees to the following pursuant to the CCP.

1. Applicant completes TIF application and complies with all program requirements. This material is provided to the City for review.
2. In the application process, Applicant provides expected date of completion of the project. If project is not completed by this date, TIF funds obligated may be rescinded.
3. Applicant selects the architect, engineer, and contractors who will participate in the project, complies with competitive bidding and standard prevailing wage requirements, and obtains all permits and approvals associated with the project.
4. A letter or Certificate of Occupancy from the relevant City Building Officials or Fire Code Officials stating the work has been completed satisfactorily must be received by the City upon project completion and prior to TIF fund disbursement.
5. If the Applicant finances all or part of the private portion of the project using a lending institution, the Applicant will be solely responsible for all loan repayments and for compliance with all lender requirements.
6. Applicant is solely responsible for the full payment of all material, laborers and subcontractors employed in the project.
7. At the completion of the Project, the Applicant must submit copies of all relevant contractor or vendor invoices, receipts verifying payment. Invoices must be marked as paid by the contractor or vendor.
8. It is the Applicant's responsibility to ensure that the Applicant and all of the Applicant's contractors or sub-contractors have adequate liability and workers compensation insurance for the project.
9. Applicant agrees to protect, indemnify, defend, and save harmless the City against and from any and all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), attorney's fees, and losses to the City arising in favor of or asserted by any person or entity on account of personal injury, death or damage to property arising out of, in connection with, or incidental to the negligence or willful misconduct of Applicant, or its agents or employees related to the activities under the CCP.

### **CITY RESPONSIBILITIES**

1. The City provides the Applicant with the Code Compliance Program application.
2. The City reviews the application and determines which activities and expenses are eligible.
3. The City evaluates the eligible expenses as they relate to the program objectives and calculates the matching funds subsidy to determine any potential TIF contribution to the project.
4. The City notifies the Applicant of project approval.
5. The City closes out the application upon satisfactory completion of the project:

- a. Reviews Certificate of Occupancy or other documentation from City Building Officials or Fire Code Officials.
  - b. Inspection of the project for completeness and compliance to design submitted in the application.
  - c. Reviews lien waivers from contractors, subcontractors, and vendors.
  - d. Reviews paid invoices and/or prevailing wage payroll certification from contractors and vendors.
  - e. Processes claim for payment.
6. The City has absolutely no responsibility for payment of any Applicant's material, laborers, or contractors.
  7. The City shall have no civil liability for any damages or claims arising from any of the Applicant's undertakings.

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## CITY OF GREAT FALLS DOWNTOWN URBAN RENEWAL DISTRICT ENVIRONMENTAL SAFETY PROGRAM

**IMPORTANT:** Costs to be paid with Tax Increment Funds (TIF) may not be incurred by the Applicant prior to funding approval and the satisfaction of any conditions of such approval.

### INTRODUCTION:

The Downtown Development Partnership (DDP) advocated for the creation of several programs that would allow developers to utilize TIF for assistance in redevelopment or rehabilitation of private properties within the Downtown Urban Renewal District (District).

Any approved subsidies are in the form of matching funds to private investment, up to a maximum of \$5,000 for Environmental Safety improvements. The Applicant has the sole responsibility to repay any loans used to finance the private portion of the project.

The Environmental Safety Program works toward the elimination of blight based upon the principles of Crime Prevention Through Environmental Design (Environmental Safety) and other safety and security design principles. Environmental Safety is a set of design principles used to discourage crime and promote building security.

Information on these programs is available through Planning & Community Development at the City of Great Falls (City). Each program targets various conditions and has different criteria that must be addressed through the application process.

The following is a summary of the Environmental Safety Program.

### PROGRAM OBJECTIVES:

The primary objective of the Environmental Safety Program is the elimination and prevention of blight and the redevelopment of the Downtown core by encouraging commercial property and business owners to install measures that provide for safety and security on the exterior of the buildings in the Downtown Urban Renewal District.

The intent of the Environmental Safety Program is to improve the urban core and encourage redevelopment and elimination of blight through the use of TIF funds as specified by Montana Urban Renewal Act, Title 7, Chapter 15, Parts 42 and 43, Montana Code Annotated (MCA). Authorization for the City to administer a program such as the Environmental Safety Program can be found in the Montana Urban Renewal Act, including:

- 7-15-4206 MCA – Blight – the substantial physical dilapidation, deterioration, age obsolescence, or defective construction, material, and arrangement of building or improvements; and unsanitary or unsafe conditions;
- 7-15-4206 MCA – Rehabilitation – carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements;
- 7-15-4233 MCA – Powers which may be exercised by an urban renewal agency – to formulate and coordinate a workable program as specified in 7-15-4209; and to prepare plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements;

- 7-15-4209 MCA – a municipality may formulate a workable program for utilizing appropriate private and public resources to encourage needed urban rehabilitation; and
- 7-15-4288 MCA – Costs that may be paid by Tax Increment Financing (TIF) – costs incurred in connection with the redevelopment activities allowed under 7-15-4233.

Authorization for these programs was called for in the Downtown Master Plan, under Aesthetics, item 1.c.

Additional objectives are to:

1. Reduce/remove the opportunity for crime to occur in our Downtown core.
2. Prevent crime by designing a physical environment that positively influences human behavior.
3. Promote positive interactions for those frequenting Downtown.
4. Retain and expand safe employment opportunities in our Downtown core.

The approved funding is given at the discretion of the City based upon review of the Applicant's compliance with program objectives, eligibility requirements, eligible construction activities, and availability of TIF funds.

### **ELIGIBILITY REQUIREMENTS:**

The following eligibility requirements have been established to accomplish the Environmental Safety Program objectives. These requirements involve the specifics of individual requests for approved funds, and the materials that the Applicant must submit to have a successful application. Application forms may be obtained from the City – Planning and Community Development. Application forms must be completed in their entirety before the project will be considered.

1. For the purposes of the Environmental Safety Program, a "project" is defined as installation of specific safety and security measures that consist of exterior lighting and/or security cameras on commercial properties/businesses located within the District.
2. Matching funds for the subsidy may total up to fifty percent (50%) of the project's eligible expenses.
3. The maximum aggregate limit of TIF funds granted through the Environmental Safety Program by the City on any one project is \$5,000.
4. The maximum aggregate limit of TIF funds granted through the TIF Programs by the City on any one project is \$80,000.
5. The maximum aggregate limit of TIF funds granted through the TIF Programs by the City on any one parcel is \$80,000 over a fifteen (15) year period.
6. The maximum aggregate limit of TIF funds granted through the TIF Programs by the City in any one fiscal year is \$500,000; provided that TIF funds granted in a fiscal year may be disbursed in a subsequent fiscal year.
7. Notwithstanding anything herein to the contrary, the City Commission reserves the right and discretion, upon the demonstration of extraordinary circumstances, to approve grants in excess of the above referenced aggregate limits.
8. All applications will be reviewed in the order in which they are received by the City.
9. All commercial property within the District is eligible for the Environmental Safety Program, with the exception of publicly owned buildings. For the purposes of the Environmental Safety Program, residential properties with four or more units will be considered commercial properties.

10. All property taxes, special improvement district assessments, and other assessments on the project property must be paid to date. Evidence of payment in the form of a tax receipt is required and must be submitted with the application.
11. Documentation from architects or engineers licensed to practice in Montana will be accepted if their analysis and plans are verified in writing. In addition, project elements, and a rendering of the proposed project may also be required.
12. If approved for TIF funds, the Applicant is required to follow requirements for public construction contracts as it pertains to payment, competitive bidding and standard prevailing rate of wages. All expenditures must be itemized by materials and labor, and construction estimates must be obtained from licensed and bonded contractors and submitted with the application. Receipts, or invoices marked as paid by the contractor or vendor or comparable documentation will be required for all work undertaken on eligible project improvements prior to reimbursement being approved.
13. All plans, materials, construction techniques and the completed project are subject to inspection and verification by City personnel.
14. If any one of these requirements are not met TIF funding may be withheld.
15. The Office Planning & Community Development will review Applications and determine eligibility for TIF subsidies and project reimbursements.

#### **ELIGIBLE ACTIVITIES:**

**IMPORTANT:** All construction undertaken pursuant to the Environmental Safety Program must be in accordance with a design that has been reviewed and approved by City Building Officials to ensure compliance with program objectives, design criteria and City Code compliance. The Applicant must also obtain all applicable permits and comply with all municipal ordinances and applicable building codes.

The Environmental Safety Program was created to eliminate blight and encourage redevelopment of the Downtown through the implementation of public safety and security measures of the buildings in the District. All applications must meet these specific criteria to be eligible for TIF funds subsidy, if applicable.

Eligible activities include, but are not limited to the following:

1. Installation of exterior lighting and/or security cameras on the exterior of commercial buildings located within the District.
2. All improvements covered by the Environmental Safety Program must be of a semi-permanent nature.
3. All fees and permit charges must be itemized, and receipts provided.
4. The following are ineligible activities for funding through the Environmental Safety Program:
  - a. Architectural/engineering assistance and design fees;
  - b. Improvements that are not of a semi-permanent nature;
  - c. Fines or charges levied against the property for any reason; and
  - d. Work initiated prior to necessary program approvals.

**PLEASE NOTE:** Items ineligible for assistance under the Environmental Safety Program may be eligible under other TIF Programs offered by the City. An Applicant may submit an application for or be concurrently involved in those programs, subject to the caps set forth above. Items listed in the application for TIF assistance will be reviewed by the City to determine the appropriate program or programs they may fall under. All applications are evaluated on a case-

by-case basis. The City shall have sole discretion with respect to the administration of TIF funds under the Environmental Safety Program and other programs and the submission of applications materials by an Applicant shall in no way result in any entitlement by such Applicant to any TIF funds under the Environmental Safety Program and other programs unless and until awarded by the City and then only upon satisfaction of all pre-requisites established by the City for receipt of TIF funds.

### **APPLICANT RESPONSIBILITIES:**

The Applicant agrees to the following pursuant to the Environmental Safety Program.

1. Applicant completes TIF application and complies with all program requirements. This material is provided to the City for review.
2. In the application process, Applicant provides expected date of completion of the project. If project is not completed by this date, TIF funds obligated may be rescinded.
3. Applicant selects the architect, engineer, and contractors who will participate in the project, complies with competitive bidding and standard prevailing wage requirements and obtains all permits and necessary approvals from the City associated with the project, if applicable.
4. If the Applicant finances all or part of the private portion of the project using a lending institution, the Applicant will be solely responsible for all loan repayments and for compliance with all lender requirements.
5. Applicant is solely responsible for the full payment of all material, laborers and subcontractors employed in the project.
6. At the completion of the Project, the Applicant must submit copies of all relevant contractor or vendor invoices, receipts verifying payment. Invoices must be marked as paid by the contractor or vendor.
7. It is the Applicant's responsibility to ensure that the Applicant and all of the Applicant's contractors or sub-contractors have adequate liability and workers compensation insurance for the project.
8. Applicant is responsible to register security cameras with the Great Falls Police Department.
9. Applicant agrees to protect, indemnify, defend, and save harmless the City against and from any and all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), attorney's fees, and losses to the City arising in favor of or asserted by any person or entity on account of personal injury, death or damage to property arising out of, in connection with, or incidental to the negligence or willful misconduct of Applicant, or its agents or employees related to the activities under the Environmental Safety Program.

### **CITY RESPONSIBILITIES**

1. The City provides the Applicant with the Environmental Safety Program application.
2. The City reviews the application and determines which activities and expenses are eligible.
3. The City evaluates the eligible expenses as they relate to the program objectives and calculates the matching funds subsidy to determine any potential TIF contribution to the project.
4. The City notifies the Applicant of project approval.
5. The City closes out the application upon satisfactory completion of the project:
  - a. Inspection of the project for completeness and compliance to design submitted in the application.

- b. Reviews lien waivers from contractors, subcontractors, and vendors.
  - c. Reviews paid invoices and/or prevailing wage payroll certification from contractors and vendors.
  - d. Processes claim for payment.
6. The City has absolutely no responsibility for payment of any Applicant's material, laborers, or contractors.
  7. The City shall have no civil liability for any damages or claims arising from any of the Applicant's undertakings.

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