



**City Commission Meeting Agenda  
2 Park Drive South, Great Falls, MT  
Commission Chambers, Civic Center  
February 21, 2023  
7:00 PM**

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

Public participation is welcome in the following ways:

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

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL / STAFF INTRODUCTIONS**

**AGENDA APPROVAL**

**CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS**

**PROCLAMATIONS**

Community Week of Compassion and Fast

**COMMUNITY INITIATIVES**

1. Community Health Update from City County Health.

**PETITIONS AND COMMUNICATIONS**

2. Miscellaneous reports and announcements.

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

**NEIGHBORHOOD COUNCILS**

3. Neighborhood Council 3 Update.
4. Miscellaneous reports and announcements from Neighborhood Councils.

**BOARDS AND COMMISSIONS**

5. Miscellaneous reports and announcements from Boards and Commissions.

6. Appointment to the Regional Airport Authority Board.

## CITY MANAGER

7. Miscellaneous reports and announcements from City Manager.

## CONSENT AGENDA

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

8. Minutes, February 7, 2023, City Commission Meeting.
9. Total Expenditures of \$4,503,698 for the period of January 14, 2023 through February 8, 2023, to include claims over \$25,000, in the amount of \$3,995,815.
10. Contracts List.
11. ARPA Sub-Award Grant Agreement List as previously approved by the City Commission.
12. Approve the submission of an application to the Federal Emergency Management Agency (FEMA) through the Assistance to Firefighters Grant (AFG) in the amount of \$119,263.45 and City match in the amount of \$11,926.35, for a total of \$131,189.80 for Operations and Safety Equipment.
13. Approve a final payment for the Elk's Riverside Park Force Main Replacement to Capcon, LLC in the amount of \$11,159.22, and \$112.72 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.
14. Set a public hearing on Resolution 10495, Establishing Golf Fees, for March 7, 2023.

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

## PUBLIC HEARINGS

15. Resolution 10490, Request from the Downtown Development Partnership (DDP) to use Downtown Urban Renewal District Tax Increment Financing (TIF) funds towards development of an Economic Vitality Transformation Strategy to guide future downtown business development. *Action: Conduct a public hearing and adopt or deny Res. 10490. (Presented by Craig Raymond)*
16. Ordinance 3254, Providing that the Charter of the City of Great Falls be amended so that the Library Mill Limit be increased from 2 additional mills to 17 additional mills, an increase of 15 Mills, and Submitting Such Charter Amendment to the Electors of the City of Great Falls. *Action: Conduct a public hearing and adopt or deny Ord. 3254. (Presented by Susie McIntyre)*

## OLD BUSINESS

## NEW BUSINESS

17. Professional Services Agreement Award for GFPD Evidence Building Project. *Action: Approve or deny a Professional Services Agreement with BSpark Architecture for the GFPD Evidence Building, in the amount of \$455,597.50, utilizing American Rescue Plan Act funds, and authorize*

or not authorize the City Manager to execute the contract documents. (Presented by Sylvia Tarman)

## **ORDINANCES / RESOLUTIONS**

18. Resolution 10488, Referring Ordinance No. 3254, An Ordinance Amending Article I, Section 3 of the Charter of the City of Great Falls to Increase the Authorized Additional Mills for Operation, Maintenance and Capital Needs of the Great Falls Public Library from Two (2) Mills To Seventeen (17) Mills” and Submitting Such Charter Amendment to the Electors of the City of Great Falls to Be Conducted at a Special Election to Be Held on June 6, 2023. *Action: Adopt or deny Res. 10488. (Presented by Susie McIntyre)*
19. Resolution 10493, an Intent to Expand the Boundaries of the Great Falls Business Improvement District within the City of Great Falls. *Action: Adopt or deny Res. 10493 and set or not set a public hearing for April 4, 2023. (Presented by Melissa Kinzler)*
20. Request from Discovery Meadows, Inc., to vacate a portion of 50th Street North and 8th Avenue North within Cottage Grove Phase 3 Addition, rezone Lots 10-19, assign zoning for an additional 6.58 acres and consider the Preliminary Plat of Discovery Meadows Apartments Addition. *(Presented by Craig Raymond)*

  - I. Resolution 10491, A Resolution of Intention by the City Commission of the City of Great Falls, Montana, to vacate 50th Street North and 8th Avenue North within Cottage Grove Phase 3 Addition. *Action: Adopt or deny Res. 10491 and set a joint public hearing for March 21, 2023.*
  - II. Ordinance 3257, An Ordinance to rezone the property legally described as Lots 10-19, Block 1 and Lot 9, Block 2, Cottage Grove Phase 3 Addition from PUD, Planned Unit Development, to R-6 Multi-family High Density. *Action: Accept or not accept Ord. 3257 on first reading and set a joint public hearing for March 21, 2023.*
  - III. Ordinance 3258, An Ordinance to assign R-6 Multi-family, High Density zoning for 6.58 acres; *Action: Accept or not accept Ord. 3258 on first reading and set a joint public hearing for March 21, 2023.*
  - IV. Preliminary Plat of Discovery Meadows Apartments Addition. *Action: Set a joint public hearing on the Preliminary Plat for March 21, 2023.*

## **CITY COMMISSION**

21. Miscellaneous reports and announcements from the City Commission.
22. Commission Initiatives.
23. Legislative Initiatives.

## **ADJOURNMENT**

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

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

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



Commission Meeting Date: February 21, 2023  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Appointment to the Regional Airport Authority Board.

**From:** City Manager’s Office

**Initiated By:** City Commission

**Presented By:** City Commission

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

**Suggested Motion:**

1. Commissioner moves:

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

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

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

The Airport Authority and the Airport Authority Board does not generally make recommendations on appointing or reappointing Board Members. The City Commission chose to interview the applicants during a special Work Session on February 21, 2023 just prior to this meeting.

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

**Background:**

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

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

**Attachments:**

Applications



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

Agenda #6.

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

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

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

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

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

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

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

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

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

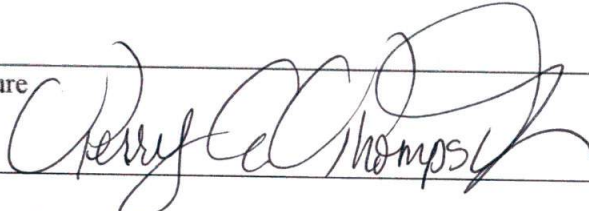
Please describe your experience and/or background which you believe qualifies you for service on this board/commission?

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

Additional comments:

*Thank you for your consideration!*

Signature



Date:

*2/8/23*

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

**Return this form to:**

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

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

**Email:**  
kartis@greatfallsmt.net

**TERRY THOMPSON**

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

February 8, 2023

Attn: Great Falls City Commissioners

RE: Regional Airport Authority Board Position

**RECEIVED**

FEB 8 2023

**CITY MANAGER**

Dear Commissioners:

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

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

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

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

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

Thank you for your consideration.

Sincerely,



Terry Thompson

Enclosures



**TERRY THOMPSON**

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

**RESUME****Professional Attributes**

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

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

(Non-profit Membership Organization - Real Estate Industry)

**2007 - Current**

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

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

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

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

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

**Achievements in this position**

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

Terry Thompson

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

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

2006 – 2007

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

*Achievements in this position*

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

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

1995 - 2006

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

*Achievements in this position*

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

Terry Thompson

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*Achievements in this position*

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

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

1993 – 1994

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

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

1989 – 1993

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

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

1985 – 1989

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

***Education/Training/Certification/Designations***

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

***Community Involvement***

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

Terry Thompson

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Elks Great Falls #214 – Member 2020 - current

Candidate for Great Falls City Commission – May thru November 2019

Alliance for Youth – Advisory Board Member 2019

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

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

American Red Cross - Blood & Plasma Donor 2007 - 2023

Habitat for Humanity – Volunteer 2015 - 2019

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

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

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

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

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

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



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

Please see attached

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

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

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

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

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


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


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

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

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

Additional comments:

Signature 

Date: 

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

**Return this form to:**

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

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

Email:  
kartis@greatfallsmt.net

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

1921 Cherry Drive, Great Falls MT

Email address: lmorin1921@gmail.com

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

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

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

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

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

**Previous and current public experience (elective or appointive):**

NONE

**Membership in other community organizations:**

CMR Quarterback's Club

Montana Defense Alliance

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

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

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

**Are you a Qualified Elector?** Yes  No

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

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

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

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

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

**Additional comments:**

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

Signature: 

Date: 2-9-23



**JOURNAL OF COMMISSION PROCEEDINGS**  
**February 7, 2023**

Regular City Commission Meeting

Mayor Kelly presiding  
 Commission Chambers Room 206

**CALL TO ORDER:** 7:00 PM

**PLEDGE OF ALLEGIANCE**

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

**AGENDA APPROVAL:** At the request of the property owner, City Manager Greg Doyon removed Agenda Item 18 from consideration on this evening's agenda. There were no proposed changes to the agenda by the City Commission. The agenda was approved as amended.

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

**PROCLAMATIONS:** Career & Technical Education Month for Great Falls Public Schools [February 2023] Several High School students discussed the importance of, and the unique opportunities that resulted from, their participation in career and technical education.

**MILITARY UPDATES**

**1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM MONTANA AIR NATIONAL GUARD (MANG).**

Colonel Trace Thomas, 120<sup>th</sup> Airlift Wing, provided the following updates:

- Recent support side deployers will serve 3-6 month tours.
- Chief Master Sgt. Pat Halko retired in January after serving over three decades.
- If the Montana Public Safety Development Center comes to fruition, it will be an outstanding asset for the community and MANG.
- A contract field team is installing props on aircraft. When done, MANG will have six of seven aircraft retrofitted with new props.
- This spring, five weeks are dedicated to Southcom missions, as well as a European exercise.

**2. PETITIONS AND COMMUNICATIONS**

**Daniel Hartzell**, 609 Central Avenue, discussed personal matters involving the courts or under investigation.

**Doug Darko**, City resident, provided an update about his traffic proposal on 57<sup>th</sup> Street and 3<sup>rd</sup> Avenue South. He has been in contact with the State and reported that the State will be working

**JOURNAL OF COMMISSION PROCEEDINGS**  
**February 7, 2023**

on a project on 57<sup>th</sup> Street. Installation of signs and other equipment will begin when weather permits.

**NEIGHBORHOOD COUNCILS**

**3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

**BOARDS AND COMMISSIONS**

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

None.

**5. APPOINTMENT TO THE TOURISM BUSINESS IMPROVEMENT DISTRICT BOARD.**

Mayor Kelly reported that Peggy O’Hare-Becker has served on the Tourism Business Improvement District Board of Trustees (TBID) since February 2020. Ms. O’Hare-Becker recently sold her property, Midtown Motel, and is no longer eligible to serve on the Board. The Board Liaison, Rebecca Engum, sent out letters to all property owners within the TBID district seeking interested candidates. She also sent emails and made phone calls to encourage applications. An application from Shawn Jeffrey Page Jr. was received. Mr. Page is the General Manager of the Holiday Inn and Convention Center and was nominated to serve by the property owner, Raj Dhillon.

During the District’s meeting on December 15, 2022, the TBID Board recommended that the City Commission appoint Mr. Page to the Board of Trustees for the remainder of a four-year term through June 30, 2025.

**Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission appoint Shawn Jeffrey Page Jr. to the Tourism Business Improvement District Board of Trustees for the remainder of a four-year term through June 30, 2025.**

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

Motion carried 5-0.

**CITY MANAGER**

**6. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

City Manager Greg Doyon reported the following:

- The City of Great Falls was approved for over \$8.4 million dollars in State ARPA funds to assist with eligible wastewater, storm water and drinking water infrastructure projects.
- To date, the City received about \$54,000 in Opioid settlement money. Because of the complexity of the litigation, it is unknown the total amount of money the City will receive.

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- The City is still seeking applicants to fill a vacancy on the Airport Board for a term through December 31, 2023. The application deadline was extended until 5 pm, February 10, 2023.
- The HVAC work in the Civic Center will require the City Manager's office to relocate for about 30 days.
- His last session of Leadership Montana included a Legislative Committee meeting in Helena. The delegation has been very engaged with the City this session, which he appreciates. One concern is HB 337 that involves local land use planning and lot size. Passage of that bill would have a big impact statewide that he is not sure the legislators fully understand.
- He has been meeting quarterly with sister cities Cheyenne and Minot involved in the Sentinel upgrade. Cheyenne is the first community going through the upgrade and has provided the bulk of shared information. Workforce and housing are concerns at the forefront of conversations. The Air Force is struggling with the placement of windfarms with the new system it wants to deploy for aviation and security forces. As the City contemplates the impact of housing, the contractor doing the upgrade, Northrop Grumman, also wants the City to think about where we want them to set up to prepare the community for the transition.

Manager Doyon also pointed out that he meets monthly with both military installations, and Northrop Grumman is a regular attendee at the Defense Alliance meetings and works closely with the Chamber.

**CONSENT AGENDA.**

\*At the request of Commissioner McKenney, Mayor Kelly pulled Agenda Item 13 from the Consent Agenda for separate discussion.

7. Minutes, January 17, 2023, City Commission Meeting.
8. Total Expenditures of \$4,379,506 for the period of December 30, 2022 through January 25, 2023, to include claims over \$25,000, in the amount of \$3,595,920.
9. Contracts List.
10. Grants List.
11. ARPA Sub-Award Grant Agreement List as approved by the City Commission at its December 6, 2022 meeting.
12. Approval of a Community Development Block Grant (CDBG) Funding Agreement in the amount of \$200,000 for the removal of the Natatorium and restoration of Morony Park.

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- \*13. Approve sending a Letter of Intent to the State of Montana indicating its desire to partner with the State of Montana and other public entities to lease the fire training facility, located at 1900 9th Street South, to the state for \$1 over 25 years. The future lease is contingent on additional city approvals and a state allocation of approximately \$25 million for the development of the Montana Public Safety Development Center.
14. Approve the Final Payment for the Sanitary Sewer Trenchless Rehabilitation Phase 24 project, in the amount of \$551,833.83 to Planned and Engineered Construction (PEC), Inc. and \$5,574.08 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.  
**OF 1675.6**

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

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

Hearing none, Mayor Kelly called for the vote on Consent Agenda Items 7-12 and 14.

Motion carried 5-0.

- \*13. **APPROVE SENDING A LETTER OF INTENT TO THE STATE OF MONTANA INDICATING ITS DESIRE TO PARTNER WITH THE STATE OF MONTANA AND OTHER PUBLIC ENTITIES TO LEASE THE FIRE TRAINING FACILITY, LOCATED AT 1900 9<sup>TH</sup> STREET SOUTH, TO THE STATE FOR \$1 OVER 25 YEARS. THE FUTURE LEASE IS CONTINGENT ON ADDITIONAL CITY APPROVALS AND A STATE ALLOCATION OF APPROXIMATELY \$25 MILLION FOR THE DEVELOPMENT OF THE MONTANA PUBLIC SAFETY DEVELOPMENT CENTER.**

Commissioner McKenney commented that the opportunity before the Commission is a training facility that has been needed in this community for decades. It is also needed statewide and by the Montana Air National Guard. Fire Chief Jeremy Jones started this project some time ago. The Commission now has an opportunity to move this project forward that would have a positive impact for the community.

Fire Chief Jeremy Jones reported that this item for Commission consideration and action is the culmination of many people, including City departments, Colonel Thomas, Superintendent Moore, Great Falls College-MSU, University of Providence, as well as Calumet, BNSF, Energy West, Steel Etc. and others. What started with trying to address a problem locally rapidly turned into a state project. Through connections, he has been able to get this far, but there is a lot of work left to do at the State level. What the Commission is taking action on tonight is a big step to proceed forward on a public safety facility that will be the first in the region.

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**Commissioner McKenney moved, seconded by Commissioner Wolff, that the City Commission approve sending a Letter of Intent to the State of Montana indicating its desire to partner with the State of Montana and other public entities to lease the fire training facility, located at 1900 9<sup>th</sup> Street South, to the State for \$1 dollar over 25 years. The future lease is contingent on additional City approvals and a State allocation of approximately \$25 million for the development of the Montana Public Safety Development Center**

Mayor Kelly asked if there were any comments from the public. Hearing none, Mayor Kelly commented that at this point the Commission is only approving a letter of intent, and is not making any fiscal commitments. The State is looking to invest up to \$25 million. There are revenue models being discussed to make the project sustainable, and a minimal impact from a fiscal standpoint on the community of Great Falls. This project is a great idea and with great cooperation.

Commissioner Tryon inquired about staffing the facility.

Manager Doyon commented that there has not been money in the yearly budgets to even fix just the training tower, let alone adding a robust asset for the City's public safety personnel and others. By leasing the property, staffing it with Great Falls Fire Rescue's training personnel is an in-kind match contribution.

Fire Chief Jones added that there is a three-tiered approach on how the sustainment of the facility will move forward. One approach is by in-kind donations and a membership fee. Being a heavy user in Great Falls and Cascade County, Police and Fire would have an unlimited membership fee that would come out of GFFR and GFPD operating training budgets. By having GFFR training division FTE's within the facility, it would be appropriately staffed to man the facility during normal business hours. The City is not going to see reduction in the accessibility to the facility. Currently, half of the facility is condemned and unusable. GFFR is using parking garages for high-rise evolutions.

Commissioner Tryon inquired if GFFR anticipated a need for more FTE's in the training division in the next several years in order to staff the facility.

Fire Chief Jones responded that he does not see a need for additional staff. He sees utilizing the current FTE's in the training division to their full potential.

Commissioner McKenney commented that this is a perfect example of what can happen with collaboration. He expressed appreciation to Chief Jones for his leadership on this project.

Commissioner Wolff also expressed appreciation to Chief Jones for his work in building partnerships with the private sector as well.

There being no further discussion, Mayor Kelly called for the vote on Consent Agenda Item 13.

Motion carried 5-0.

**PUBLIC HEARINGS**

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**OLD BUSINESS**

**NEW BUSINESS**

**15. PROPOSAL TO AMEND THE ELECTRIC SUPPLY CONTRACT WITH ENERGY KEEPERS INCORPORATED (EKI).**

City Manager Greg Doyon reported that, when the City was able to leave Southern Montana Electric, it was in a position to negotiate its own electric supply. Consultant Bill Pascoe helped the City negotiate and secure a 5-year electric power contract with EKI at the rate of \$29.25/Megawatt hour. He has since advised that he is easing into retirement. The City retained the services of Jim Morin, PowerGas Corporation. Consultant Morin helped with a blend and extend contract for the City's natural gas supply contract, and is now assisting the City with a similar transaction for electricity rates. Over the term of the contract, the City has saved approximately \$1.5 million in energy costs at that rate.

The electric industry, including rates, is dynamic. The current market is very different from five years ago when the City negotiated the power supply contract. Understanding that the City's energy supply contract is about to expire, the options are:

**Alternative #1**

Allow the current contract to expire, solicit rates from energy suppliers, and consider a future price contract before November 1, 2023, with the hope that prices would drop greater than \$35-\$38 dollars per megawatt in the next 8-9 months.

**Alternative #2**

Default to NorthWestern Energy (NWE) when the current contract expires where the current Electric Service Secondary Demand meter rates (representing the bulk of the City's electric meters) as of January 2023 for energy supply including deferred supply costs and taxes is \$83.41/Megawatt hour.

While the MWh is less, once the City of Great Falls returns to the NWE territory, it will no longer be able to solicit electric proposals and will default to NWE permanently. The City has enjoyed an extraordinarily favorable MWh rate since November 30, 2017, which resulted in significant savings for taxpayers and lighting district assessments.

**Alternative #3**

Based on these current price trends, the consultant is suggesting the City negotiate with EKI to blend the remaining months of the existing contract into a new higher priced contract utilizing the remaining value in the existing contract to average down the price relative to the forward price curves. The city retains its ability to negotiate its energy supply and should continue to do so to ensure predictable pricing over the next 20.5 months.

The City is currently paying \$29.25/MWh. The indicative rate for power now is well over \$100/MWh. In the last 5 years, the consultants have watched this very dynamic market go to these unheard of levels.

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The requested action is that the Commission consider doing a blend and extend on the current energy supply contract in the range of about \$90/MWh for a period of 20.5 months. By the end of that term, hopefully the market will be in a different situation and a determination can be made to go back out on the open market or perhaps another blend and extend depending on what the circumstances are.

Finance Director Melissa Kinzler reported that the fiscal impact would be approximately a 200% increase in electricity supply costs, or approximately \$2,100,000. The largest impact will be on the Water, Sewer and Street Light Funds. It is estimated the increase will be approximately \$900,000 in the Water Fund, \$540,000 in the Sewer Fund, and \$230,000 in the Street Light Funds. Taking action now will stabilize higher increases in the future and allow the City the ability to purchase energy supply on the open market in the future.

She provided historical rate information, including when the City entered into an agreement with Energy Keepers for \$29.25/MWh in 2018, NWE's rates were \$64.66/MWh.

Manager Doyon concluded that the options are not great. He reiterated the options: (1) wait until November when the contract expires and go out on the open market. The consultant informed him that the forward indicative price curves are looking at \$128/MWh; (2) default to NWE, which means the City would never be able to negotiate its electric supply again; or (3) stabilize the rates for the next two years to provide some predictability. He is hoping the blend and extend contract will be less than what the market is curving towards, and reevaluate options at the end of the term.

**Commissioner McKenney moved, seconded by Commissioner Tryon, that the City Commission allow the City Manager to enter into contract negotiations with Energy Keepers Incorporated (EKI) to blend and extend the existing contract for a period of 20.5 months and authorize the City Manager to execute the necessary supply agreements.**

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

**Shannon Wilson**, 1201 6<sup>th</sup> Avenue South, suggested staying away from NWE.

**Arvid Johnson**, City resident, inquired the current rate of NWE.

Finance Director Kinzler responded that it is \$83.42/MWh and is projected to go up to the \$120/MWh range.

Manager Doyon added that there are also EKI and NWE transmission charges.

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

Commissioner Tryon commented that the requested action would raise the City's energy costs. He inquired the impact on local taxpayers.

Manager Doyon responded that the power the City is paying for in the Civic Center building currently under the EKI contract is primarily funded through general fund allocation. When he

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does the budget, the new rate will need to be built in for the costs of operating the Civic Center, and will be proposed and presented in the new budget. When the Commission looks at whether it needs to utilize the inflationary factor because of increased costs, this is one of those increased costs that he will be communicating back to the public that the City will have to absorb and will be a factor in the Commission's inflationary factor utilization, discussion and decision.

He also added that it is very likely that there will be an impact to the utility rates due to the energy supply contract. It will be a factor that needs to be looked at in the water and sewer rates and street light assessments.

Manager Doyon summarized that the benefit to the City is it will have a predictable rate for this term versus waiting until November and going out on the open market that the consultant is saying will be in the range of \$125-128/MWh.

Commissioner Hinebauch inquired if the City could negotiate rates with NWE, and what the volatility and fluctuation of their rate would be over the next two-three years.

Manager Doyon explained that the City could not negotiate rates with NWE. NWE is a regulated utility through the Public Service Commission.

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

Motion carried 5-0.

**ORDINANCES/RESOLUTIONS**

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

Library Director Susie McIntyre reported that the current funding mechanism for the Great Falls Public Library is inadequate to provide the quality services the community deserves. The Library is currently funded at \$19.00 per capita, which is well below the Montana average of \$31.00 per capita. This mill levy will give the voters of Great Falls a chance to say what level of service they want. If this mill levy passes, Library services for the community will be expanded to include:

- Expanded Library hours to be open seven days a week
- Expanded Bookmobile services to six days a week providing more services to daycares, schools and seniors.
- Expanded youth services programs including early literacy outreach, school age programming, and college and life preparedness for teens.
- Restart and expand outreach services including the Homebound program.



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If the mill levy does not pass, the Library will not be able to maintain the status quo. The Library costs are going up drastically, and the revenue is not keeping up. The Library would be looking at big reductions in services and reductions in staffing.

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

**Commissioner Wolff moved, seconded by Commissioner Hinebauch, that the City Commission accept Ordinance 3254 on first reading and set the public hearing for February 21, 2023.**

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

**Jill Baker**, Executive Director of the Great Falls Public Library Foundation, commented that the Foundation has been working closely with Director McIntyre and the Library to conduct the Master Plan and to work hard in their planning process to bring this mill levy forward to the Commission and to the public. She urged the Commission's acceptance of Ordinance 3254 on first reading and to set the public hearing for February 21, 2023.

**Molly Beck**, City resident, also urged the Commission's acceptance of Ordinance 3254 on first reading and to set the public hearing. The Library Director, Library Board, and the Foundation have invested countless hours and funds into insuring that the Library has a well-constructed plan to move forward in meeting the needs of a growing and thriving Great Falls. This mill levy request is not for extravagant funding. It is a request for median levels of funding that allow the community appropriate access to library services, and a long over-due program expansion. Because she strongly believes in the value of library services and the strength of this proposed plan, she has agreed to be the Chair of a new ballot initiative committee that is prepared to help communicate to the citizens of Great Falls the value of this investment into the Library and how it will impact our community.

**Mike Scheer**, City resident, spoke in opposition to the increase in the Library mill levy from 2 mills to 17 mills, that he computed as a 450% increase. He commented that this is not a very opportune time to be asking the residents of Great Falls for such an enormous increase in taxes. The state of our economy is very much in a state of stress. We are in the days of historic inflation rates. Just trying to make ends meet becomes a daily challenge for many people. He suggested the Library project be put on hold until it can be supported better within the community. The citizens do not need an added burden at this point in time.

**Shannon Wilson**, 1201 6<sup>th</sup> Avenue South, commented her understanding is there will be a big pot of money that will go back to the City if there will be an increase in the levy. Great libraries help make great cities. Keeping the Library great will need some help.

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Library Director McIntyre responded that the 2 voted mills is not the Library's only funding. Therefore, it is not going to be a 450% increase in funding for the Library. The Library currently gets 2 voted mills, 7 mills by agreement from the City, and a \$350,000 general fund subsidy. If the mill levy passes, the Library will no longer get the \$350,000 general fund subsidy.

**Arvid Johnson**, City resident, asked for a breakdown of what specifically the money is going to be spent on for the general public.

Library Director McIntyre responded that they do have a budget and most of it is going to staffing. She will have all of that information available for the public hearing.

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

Motion carried 5-0.

**17. ORDINANCE 3255, A REQUEST FROM LITTLE SHELL TRIBE OF CHIPPEWA INDIANS OF MONTANA FOR ANNEXATION OF A 3.684 ACRE PARCEL OF LAND ADDRESSED AS 1301 STUCKEY ROAD; AND ESTABLISHMENT OF CITY ZONING CLASSIFICATION OF M-2 MIXED-USE TRANSITIONAL.**

Planning and Community Development Director Craig Raymond reported that the Little Shell Tribe of Chippewa Indians of Montana submitted an application in October to annex and establish the City zoning designation of M-2 Mixed-Use Transitional to the 3.684-acre parcel of land addressed as 1301 Stuckey Road. This specific piece of property has been an eyesore for a number of years and since the property has come under the Tribe's ownership, it has been reclaimed to productive use.

The Tribe has worked with city staff on current and future possibilities for the property. Given the context of its location, surrounding uses and anticipated development, M-2 Mixed-Use Transitional is appropriate. In the Official Code of the City of Great Falls (OCCGF), M-2 is defined as:

*“This district is intended to promote a transition over time to a predominately mixed-use land use pattern. Because of changing economic conditions and other factors, some current uses do not represent the highest and best use, given other more suitable areas. Current industrial uses and warehouses are not considered nonconforming. As such, current industrial uses and warehouses existing at the time this Title was adopted are allowed to expand or to be re-established, if damaged, provided development and appearance standards under the purview of the Design Review Board are met.”*

The property is also adjacent to a utility system that was extended to and for the former Montana Egg facility. When utility systems are “leapfrogged” in this way, it is often required that adjacent property owners, who may eventually connect to and benefit from these utility investments, reimburse the City or other parties for a proportionate share of those costs. In this specific case, the Tribe will be required to contribute \$45,487.54 towards the construction of those utilities.

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Based on statutory review criteria and criteria found in the OCCGF, the proposed annexation is a fitting request, a good project, and staff recommends approval of the annexation and application of M-2 zoning.

On January 5, 2023, Neighborhood Council 3 voted to recommend approval of the proposal, and on January 10, 2023, the Planning Advisory Board/Zoning Commission conducted a public hearing and voted to recommend approval of the annexation and request for M-2 zoning.

**Commissioner Tryon moved, seconded by Commissioner McKenney, that the City Commission accept Ordinance 3255 on first reading and set a public hearing for March 7, 2023.**

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

Motion carried 5-0.

- \*18. ~~**ORDINANCE 3256, A REQUEST FROM CRAIG DEVELOPMENT TO REZONE THE PROPERTY LEGALLY DESCRIBED AS TRACT 1 AND TRACT 2 OF DICK'S ADDITION, NE1/4 OF SECTION 15, T20N, R3E, PMM., CASCADE COUNTY, MONTANA, THE CURRENT PROPERTY LOCATION OF DICK'S RV PARK, FROM R-10, MOBILE HOME PARK TO R-6 MULTI-FAMILY HIGH DENSITY.**~~

Pulled from agenda.

**CITY COMMISSION**

- 19. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

- 20. **COMMISSION INITIATIVES.**

None.

- 21. **LEGISLATIVE INITIATIVES.**

Manager Doyon clarified that the bill he was referencing earlier regarding municipal zoning laws to prohibit certain minimum lot sizes was HB 337. One size fits all zoning is not good for Montana.

Commissioner Tryon noted that there is also a companion senate bill being heard in committee tomorrow.

Manager Doyon noted that he also saw a bill that set forth a growth management plan would need to go to the voters every five years. The residents of Great Falls, through their elected officials and volunteer boards, would probably do a better job at determining how they want to see their community grow and what needs to be met rather than the folks in Helena.

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**ADJOURNMENT**

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Kelly, to adjourn the regular meeting of February 7, 2023, at 8:27 pm.**

Motion carried 5-0.

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Mayor Bob Kelly

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City Clerk Lisa Kunz

**Minutes Approved: February 21, 2023**

DRAFT



Commission Meeting Date: Feb. 21, 2023  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

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

**PRESENTED BY:** Finance Director

**ACTION REQUESTED:** Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECK RUNS FROM NEW WORLD	JAN 14, 2023 - JAN 31, 2023	619,141.37
ACCOUNTS PAYABLE CHECK RUNS FROM MUNIS	JAN 26, 2023 - FEB 8, 2023	3,808,238.93
MUNICIPAL COURT ACCOUNT CHECK RUN FOR ASIFLEX	JAN 14, 2023 - JAN 31, 2023	65,541.88
	JAN 18, 2023-JAN 24, 2023	10,776.02
<b>TOTAL: \$</b>		<u><u>4,503,698.20</u></u>

**GENERAL FUND**

**FIRE**

MONTANA BOARD OF INVESTMENTS	DEBT SERVICE PURCHASE OF 2 FIRE PUMPS	38,498.91
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**SPECIAL REVENUE FUND**

**AMERICAN RESCUE PLAN**

CTA ARCHITECTS ENGINEERS	CIVIC CENTER SYSTEM IMPROVEMENT DESIGN (ARPA FUNDS)	130,732.20
WADSWORTH BUILDERS COMPANY LLC	HR OFFICE REMODEL (ARPA FUNDS)	162,166.65

**PLANNING & COMMUNITY DEVELOPMENT**

GREAT FALLS TRANSIT DISTRICT	UPWP GRANT PASS THRU	34,150.37
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**PARK MAINTENANCE DISTRICT**

SWANK ENTERPRISES	INDOOR AQUATIC & RECREATION CENTER CONSTRUCTION	363,960.32
SWANK ENTERPRISES	INDOOR AQUATIC & RECREATION CENTER CONSTRUCTION	294,304.53

**ENTERPRISE FUNDS**

**SEWER**

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	285,489.11
TD&H ENGINEERING	OF 1758.1 LIFT STATION #1 REPAIRS &	43,950.65

	SUP/PMNT 11	
<b>911 DISPATCH CENTER</b>		
NELSON COMFORT SOLUTIONS	ER REPAIR OF HVAC COOLER 911 CENTER	46,000.00
<b>HEALTH &amp; BENEFITS</b>		
HEALTH CARE SERVICE CORPORATION	BCBS HEALTHCARE JAN 2023	998,657.97
SUN LIFE FINANCIAL	SUNLIFE DENTAL & VISION JAN 2023	42,441.84
<b>INFORMATION TECHNOLOGY</b>		
TYLER TECHNOLOGIES INC	ANNUAL MAINTENANCE FOR ENERGOV	144,811.80
<b>CENTRAL GARAGE</b>		
MOUNTAIN VIEW CO-OP	GASOLINE/DIESEL FUEL	26,477.20
TRACTOR & EQUIPMENT CO	CATERPILLAR AP655F ASPHALT PAVER	436,906.00
LAUREL 2 SPARTAN LLC	3 2023 CHEVY SILVERADO 3/4 TON 4X4 LONGBOX/STATE BID	116,479.90
<b>CC FACILITY SERVICES</b>		
DAYSRING RESTORATION INC	CIVIC CENTER FLOOD DAMAGE	46,793.13
<b>TRUST AND AGENCY</b>		
<b>COURT TRUST MUNICIPAL COURT</b>		
CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	49,540.83
<b>PAYROLL CLEARING</b>		
STATE TREASURER	MONTANA TAXES	87,093.28
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	52,018.62
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	71,694.25
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	129,588.47
US BANK	FEDERAL TAXES, FICA & MEDICARE	202,514.09
LABORERS INTERNATIONAL UNION	EMPLOYEE CONTRIBUTIONS	26,662.21
<b>UTILITY BILLS</b>		
HIGH PLAINS LANDFILL	SANITATION CHARGES FOR JAN 2023	91,339.66
NORTHWESTERN ENERGY	ACCT 05614938 JAN2023 SLDR CHARGES	73,542.91
<b>CLAIMS OVER \$25000 TOTAL:</b>		<b>\$ <u><u>3,995,814.90</u></u></b>

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

**DATE: February 21 , 2023**

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

**PRESENTED BY:** Lisa Kunz, City Clerk  
**ACTION REQUESTED:** Ratification of Contracts through the Consent Agenda  
**MAYOR’ S SIGNATURE:** \_\_\_\_\_

**CONTRACTS LIST**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
<b>A</b>	Public Works – Street/Traffic Division	State of Montana, Department of Transportation	07/01/2022- 06/30/2023	Per Appendix D reimbursement breakdown	Traffic Control Maintenance Agreement for State Fiscal Year 2023. Due to MDT Legal turnover, delivery of the final document to City for approval was delayed. City has been using the contract billing rate since July 1, 2022. The limit and scope of the agreement remain unchanged. (CR: OF 1739, 051518.9, 110718.7C, 010219.8A, 110519.7A, 021621.7B, 110221.7A)

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

**DATE: February 21, 2023**

**ITEM:** **ARPA SUB-AWARD GRANT AGREEMENTS**  
*Itemized listing and ARPA Agreements as previously approved by the City Commission*  
 (Additional agreement attachments are available upon request from the City Clerk’s Office.)

**PRESENTED BY:** Lisa Kunz, City Clerk  
**ACTION REQUESTED:** Ratification of ARPA Agreements through the Consent Agenda  
**MAYOR’ S SIGNATURE:** \_\_\_\_\_

**CONTRACTS LIST**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
<b>A</b>	Finance	Great Falls Area Chamber of Commerce Foundation	02/21/2023-09/30/2026	\$150,000	Ratification of Grant Agreement to allocate ARPA Funds to the Great Falls International Airport Low Cost Airfare Initiative Small Community Air Service Development (SCASD) grant, lowering airfares by bringing in new airlines and new routes. [CR: 030122.20]
<b>B</b>	Finance	Great Falls College Montana State University	02/21/2023 – 09/30/2026	No change in total amount awarded	Ratification of Amendment 1 to Grant Agreement adjusting “D. Estimated Budget: Revenues and Expenditures.” [CR: 011723.11D; 120622.22]



FOR CITY OF GREAT FALLS USE ONLY		
Maximum Amount under this Grant:		\$150,000.00
Source of Funds		
Fund Name		Fund No.
Enter Fund Name		Fund
ALN#		
21.027		
Subclass	Org. No.	Amount
Subclass	Org	\$150,000.00
Appropriation Authority:		
ARPA		


**Approved**

No. NO.

Division

F.S.O.

Legal.



GRANT AGREEMENT BETWEEN THE CITY OF GREAT FALLS AND Great Falls Area Chamber of Commerce Foundation.

THIS SUBAWARD (also referenced as "Grant Agreement" or "Agreement"), is administered by the The City of Great Falls (The City), a Montana municipal corporation, hereinafter referred to as the City, and is accepted by **Great Falls Area Chamber of Commerce Foundation**, hereinafter referred to as the Subrecipient and represented by **Shane Etwiler, President/CEO, 100 1<sup>st</sup> Avenue North, (406)761-4434, setzwiler@greatfallschamber.org**. Both parties agree to the following terms and conditions:

**SECTION 1. PURPOSE.** Title VI of the Social Security Act (42 § U.S.C. 801 et seq.) (The Act) was amended by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), to add section 603, which authorizes the Treasury to make payments to certain local governments from the Coronavirus Local Fiscal Recovery Fund ("ARPA funds"). The State of Montana received the funds on May 24, 2021. The purpose of this Grant Agreement ("Agreement") is to establish mutually agreeable terms and conditions, specifications, and requirements to grant ARPA funds to the Subrecipient for **Low Cost Airfare Initiative Funding**.

**SECTION 2. TERM.** The effective date of this Agreement is the date of last signing and ends Enter date no later than September 30, 2026. As set forth in United States Department of Treasury's (Treasury) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Final Rule (Coronavirus State and Local Fiscal Recovery Funds, 31 CFR Part 35) ("Rule"), effective as of April 1, 2022, Subrecipient may use award funds to cover eligible costs incurred during the period that began on March 3, 2021 and ends on December 31, 2026. This agreement remains in effect until all reporting requirements as described in **SECTION 8. REPORTS** have been received by THE CITY.

**SECTION 3. THE PARTIES' ROLES.** The City is administering funds allocated by the United States Federal Government to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The City will monitor project expenditures to assure payment eligibility. The City assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete a project.

The Subrecipient will administer the funds allocated by the City to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The Subrecipient assumes all responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete the project. Subrecipient assumes and undertakes all duties, acts, and responsibilities of the City in the Agreement attached as Attachment \*\*.

The City liaison for this Agreement is Thomas Hazen, Grant and Program Administrator, (406)455-8471, thazen@greatfallsmt.net. All requests for information, assistance, and reports shall be submitted to the CITY liaison.

**SECTION 4. PROJECT SCOPE.** The scope of work for this project is described in Attachment A and incorporated herein by this reference. Supporting documents and attachments from the City of Great Falls City Commission meeting, dated **March 1<sup>st</sup>, 2022**, are also incorporated herein by

this reference. In the event content in the application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement text takes precedence.

SECTION 5. PROJECT BUDGET. A project budget showing anticipated expenditures is provided in Attachment B and incorporated herein by this reference. All transfers of funds between budget categories require written notification and approval from the City liaison.

SECTION 6. AVAILABILITY OF FUNDS. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603 of the Act, as amended by ARPA, and Treasury's regulations implementing that section and guidance. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award. Subrecipient may use funds provided under this award to cover direct administrative costs. Direct costs are those that are identified specifically as costs of implementing the LFRF program objectives, such as contract support, materials, and supplies for a project. Subrecipient may not use funds to cover indirect administrative costs. Indirect administrative costs are general overhead costs of an organization where a portion of such costs are allocable to the LFRF award such as the cost of facilities or administrative functions like a director's office.

Subrecipient may not use funds for pensions or to offset revenue resulting from a tax cut enacted since March 3, 2021. This award shall be subject to recoupment from Subrecipient as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible this section shall survive termination of this Agreement.

6.1 A final Montana Environmental Policy Act (MEPA) (§75-1-101 et seq., MCA; 36.2503 ARM) decision notice must be approved by the City before going to bid or proceeding with activities that have environmental impacts. Reimbursement will be declined for activities not approved under the MEPA decision notice.

6.2 The City must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the City's continuation of performance of this Agreement in a subsequent fiscal period (18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Agreement (whether at an initial payment level or any increases to that initial level) in subsequent fiscal periods, the City shall terminate this Agreement as required by law. The City shall provide the Subrecipient with the date the State's termination shall take effect. The City shall not be liable to the Subrecipient for any payment that would have been payable had the Agreement not been terminated under this provision. The City shall be liable to the Subrecipient only for the payment, or prorated portion of that payment, owed to the Subrecipient up to the date the City's termination takes effect. This is the Subrecipient's sole remedy.

The City shall not be liable to the Subrecipient for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

SECTION 7. DISBURSEMENTS. The City will issue checks for disbursements weekly on Wednesday. To receive payment, Subrecipient must submit claims for funds to The City. Funds can only be expended for work described in SECTION 4. SCOPE OF WORK. In order to receive

payment, The Subrecipient shall submit an itemized accounting of grant expenses incurred. Receipts, vendor invoices, inspection certificates, in-kind labor, and other documentation of costs incurred shall be submitted with the claims. The City will verify the claims and check them against the reports required in SECTION 8. REPORTS and the budget provided in SECTION 5. PROJECT BUDGET. Review of disbursement requests will take a minimum of five (5) business days. The City will disburse grant funds to the Subrecipient upon approval and to the extent available. Reimbursement of Subrecipient expenditures will only be made for expenses included in the budget provided in SECTION 5. PROJECT BUDGET and that are clearly and accurately supported by the Subrecipient's reports to The City. Total payment for all purposes under this Agreement shall not exceed **\$150,000.00**.

- 7.1 Reimbursement requests for work performed during the term of this Agreement must be submitted to the City liaison within 90 calendar days after the expiration of this Agreement to receive payment.
- 7.2 The City may withhold 10 percent of the total authorized grant amount until all the tasks outlined in SECTION 4. PROJECT SCOPE and the final report required by SECTION 8. REPORTS are completed and approved by the City.
- 7.3 The Subrecipient is solely responsible for any costs and for expenses incurred in excess of the grant amount or that are incurred without the City's approval.

SECTION 8. REPORTS. The Subrecipient is responsible for submitting quarterly project updates, a final report and a signed Certificate of Compliance to the City at project completion in accordance with all requirements stated in Attachment C. Pictures of the project site before, during, and after construction will be provided to the City liaison with reports or upon request. Because images may be used for publicity as well as project documentation, the Subrecipient must acquire any release(s) necessary for the government's right to use as provided in SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE.

- 8.1 Quarterly progress reports for the quarters ending each March, June, September, and December shall be submitted to the City liaison during the term of this Agreement. The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. Reports must include the information included in Attachment C. Quarterly reports must be submitted to the City liaison within 10 calendar days following the close of the quarterly period. No claims for disbursements will be honored if a required report has not been approved or if there is a delinquent report.
- 8.2 The Subrecipient is required to submit a final report upon project completion. Reports must include the information included in Attachment Q. Failure to provide the reports as required is cause for termination of this Agreement or withholding of future grant payments. Final disbursement of grant funds is contingent upon the City's receipt and approval of a report that meets requirements described in Attachment C and signed statements of completion (if applicable) and statement of compliance. Final reports must be submitted to the City within 90 days after the Agreement termination date.
- 8.3 Recipient agrees to comply with any additional reporting obligations established by The United States Department of the Treasury, as it relates to this award.

**SECTION 9. RECORDS AND AUDITS.** Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The City, the Montana legislative auditor, the United States Department of the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Subrecipient in order to conduct audits or other investigations. Records shall be maintained by the Subrecipient for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Recipients and subrecipients that expend more than \$750,000.00 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and the Montana Single Audit Act (Title 2, chapter 7, MCA).

The Subrecipient shall maintain for the purposes of this Agreement an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board."

**SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING.** The City, or its agents, may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with this Agreement, including the adequacy of records and accounts. This grant is publicly funded and requires the Subrecipient to accommodate all requests for public access to the site and the project records with due consideration for safety, private property rights, and convenience for all parties.

**SECTION 11. EMPLOYMENT STATUS AND WORKERS COMPENSATION.** The project is for the benefit of the Subrecipient. The City is not an owner or general contractor for the project and The City does not control the work activities, worksite of the Subrecipient, or any contractors that might be engaged in the completion of the project.

The Subrecipient is independent from and is not an employee, officer, or agent of the The City . The Subrecipient, its employees, and contractors are not covered by the Workers' Compensation laws applicable to The City as an employer. The Subrecipient is responsible for providing employees Workers' Compensation Insurance and that its contractors are following the coverage provisions of the Workers' Compensation Act.

**SECTION 12. EQUAL EMPLOYMENT.** In accordance with §49-3-207, MCA, and Executive Order No. 04-2016, Grantee agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

**SECTION 13. DEFENSE INDEMNITY, LIABILITY AND INSURANCE.** Subrecipient shall protect, defend, indemnify, and save harmless The City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, penalties, fines, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Subrecipient's employees and agents, its subrecipients, its subrecipient's employees and agents, its subcontractors, or assigns, or third parties on account of property damage, personal injury, bodily injury, death,

violation of or non-compliance with any laws, regulations, or rules, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of, in connection with, or on account of this Agreement, any act or omission of Subrecipient, or any act or omission of Subrecipient's officers, agents, employees, subrecipients subcontractors, or assigns,. The Subrecipient obligations under this Section 13 survive termination or expiration of this Agreement.

SECTION 14. COMPLIANCE WITH APPLICABLE LAWS. All work must be in accordance with all federal, state and local law, statutes, rules, and ordinances.

14.1 It shall be the Subrecipient's responsibility to obtain all permits, licenses, or authorizations required from government authorities prior to initiation of the project or required to be obtained by the time of completion of the project to be eligible for reimbursement funds under this Agreement. Permits or authorizations may include but are not limited to: Beneficial Water Use Permits (§85-2-302(1), MCA), Change in Appropriation Right Authorization (§85-2-402(1)(a), MCA) or other requirement under the Montana Water Use Act that may apply; Sage Grouse Habitat (Executive Order 21-2015), 310 permitting requirements, City of Great Falls building or other permits as set forth in the Official Code of the City of Great Falls, or other permits or authorizations that may be required by state, local, or federal agencies prior to beginning work on the project or prior to completion of the project.

14.2 Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The award of an agreement, or by Subrecipient entering into this Agreement, shall not be taken to imply that any required

permits or authorizations issued by The City or other state, federal, or local agency will be approved. The City may review any procurement solicitations that Subrecipient issues. The The City's review and comments will not constitute an approval of the solicitation. Regardless of the The City's review, the Subrecipient remains bound by all applicable laws, regulations, and Contract terms. If during its review, the The City's identifies any deficiencies, then The City shall communicate those deficiencies to the Subrecipient within seven business days of identifying them.

Subrecipient shall comply with applicable state prevailing wage laws (§§ 8-2-401 to -432, MCA).

14.3 It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, chapter 1, MCA; 36.2503 ARM); and provide all required information requested by the The City related to any required MEPA decision.

#### 14.4 Compliance with Applicable Federal Law and Regulations

Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Subrecipient must comply with Treasury compliance and reporting guidance: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-ReportingGuidance.pdf>.

- a. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. part 170, pursuant to which the award term set forth in Appendix A to 2 C.F. .R. part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to part 200 is hereby incorporated by reference.
  - vi. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. part 20.

- vii. New Restrictions on Lobbying, 31 C.F.R. part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. SS 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- b. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. SS 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. S 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. SS 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto.
  - vi. The Architectural Barriers Act of 1968, as amended (42 U.S.C. S 4151 et seq.);
  - vii. The Uniform Federal Accessibility Standards (I-FAS), as published by the United States Access Board;
  - viii. The Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA and certain related federal environmental laws, statutes, regulations, and Executive Orders found in 7 C.F.R. 1970; the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 C.F.R. part 10. The Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
  - ix. The Telecommunications Act of 1996, as amended (Pub. L. 104-104, 110 Stat. 56 (1996)); and
  - xii. The Communications Assistance for Law Enforcement Act (47 U.S.C. § 1001 et seq.).
- b. The Subrecipient, sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients and subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes



protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, and herein incorporated by reference and made a part of this agreement.

**SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE.** Any graphic, photographic, or other material developed under this Agreement may be copyrighted with the proviso that the City will have a royalty free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for government purposes.

**SECTION 16. ACKNOWLEDGMENT OF SUPPORT.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of Great Falls through the State of Montana by the U.S. Department of the Treasury."

**SECTION 17. CONFLICTS OF INTEREST.** Recipient and subrecipient understand and agree they must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

**SECTION 18. REMEDIAL ACTIONS.** In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of subsequent future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act and any additional payments may be subject to withholding as provided in sections 603(b)(6)(A)(ii)(III) of the Act.

**SECTION 19. HATCH ACT.** Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

**SECTION 20. FALSE STATEMENTS.** Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

**SECTION 21. DEBTS OWED TO THE FEDERAL GOVERNMENT**

21.1 Any funds paid to Subrecipient: (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient, shall constitute a debt to the federal government.

21.2 Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's

initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

#### SECTION 22. DISCLAIMER.

- 22.1 The City of Great Falls expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- 22.2 The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the City of Great Falls and Subrecipient.

#### SECTION 23. PROTECTIONS FOR WHISTLEBLOWERS.

- 23.1 In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- 23.2 The list of persons and entities referenced in the paragraph above includes the following:
- i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of the City of Great Falls, Subrecipient, contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.
- 23.3 Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. The City may request from Subrecipient copies of the information it provides its employees.

SECTION 24. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

SECTION 25. REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient and subrecipient should encourage its employees, sub-subrecipients, and contractors to adopt and enforce policies that ban text

messaging while driving, and Recipient and subrecipients should establish workplace safety policies to decrease accidents caused by distracted drivers.

SECTION 26. FAILURE TO COMPLY BREACH DEFAULT REMEDIES.

- 26.1 If the Subrecipient fails to comply with the terms and conditions of this Agreement or reasonable directives from The City, The City may terminate this Agreement and refuse disbursement of any additional funds from this grant. Further, in the event of such termination, the Subrecipient shall immediately pay over to the The City all unexpected funds together with all interest earned on the monies provided or herein remaining unexpended at such time. Such termination will become a consideration in any future application for funds from the The City.
- 26.2 The occurrence of any of the following events is a Subrecipient breach under this Agreement:
- i. Failure of the Subrecipient or its contractors, subcontractors, or subrecipient entities to follow an Agreement term or condition; or
  - ii. The Subrecipient makes an intentionally untrue statement or materially misleading certification in this Agreement or the Application; or
  - iii. Any Subrecipient breach/default specified in another section of this Agreement.
- 26.3 Upon the occurrence and identification of a breach, The City shall issue a written notice of breach, identifying the nature of the breach, and providing 30 calendar days (or a lesser or additional time as may be agreed to by the parties) in which the Subrecipient shall have an opportunity to cure the breach. The parties will attempt in good faith to resolve all disputes, disagreements or claims relating to this Agreement.
- However, if The City determines that a public safety issue or an immediate public crisis exists, The City will not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part if the City, in its sole discretion reasonably exercised, determines that it is reasonably necessary to preserve public safety or prevent an immediate public crisis. Time allowed for cure does not diminish or eliminate Subrecipient's liability for damages.
- 26.4 If Subrecipient fails to cure the breach within the period specified in the written notice, Subrecipient is in default of its obligations, and the City may, in addition to any other remedies under law, exercise any or all the following remedies:
- i. Pursue any remedy provided by law or this Agreement, including requesting repayment of funds; and
  - ii. Terminate the Agreement or applicable portions that are the subject of the breach in the Agreement; and
  - iii. Suspend Subrecipient's performance; and
  - iv. Withhold applicable payment until the default is remedied.
- 26.5 If termination occurs under this Section, any costs incurred will be the Subrecipient's responsibility.

SECTION 27. ASSIGNMENT AND AMENDMENT. This Agreement is not assignable. Amendment may be accomplished only by express written agreement of the parties. Amendments will be attached as an integral component of this Agreement.

SECTION 28. SUBCONTRACTING

- (a) The Subrecipient may subcontract any portion of this Contract to accomplish the completion of the Project. However, Subrecipient accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract. The Subrecipient may not otherwise assign or transfer any portion of this Contract without the express written consent of the City.
- (b) The Subrecipient's assignment or subcontract of this Contract or any portion thereof under this section or Section 27, neither makes the City a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the City. No contractual relationships exist between any subcontractor or assignee and the City.
- (c) The Subrecipient must immediately notify the City of any litigation concerning any assignment or subcontract of this Contract or any portion thereof.

SECTION 28. MONTANA LAW AND VENUE. Any action or judicial proceeding for enforcement of the terms of this Agreement shall be instituted only in the courts of Montana and shall be governed by the laws of Montana. Venue shall be in the Eighth Judicial District, Cascade County, Montana. Each party will bear their own costs and attorney's fees. A tribal government, by executing this Agreement, hereby waives any right it may have of tribal government immunity from suit on any issue specifically arising from the transaction of this Agreement and the Subrecipient waives any right to exhaust tribal remedies.

SECTION 29. WAIVER. A waiver of any particular provision of this Agreement by the City shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the City from insisting on strict compliance with this Agreement in other circumstances.

SECTION 30. ENTIRE AGREEMENT. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings.

The Subrecipient, **Great Falls Area Chamber of Commerce Foundation**, hereby accepts this grant **AR002302** according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

I further certify that the project or activity complies with all applicable state, local, and federal laws and regulations.

I further certify that I am authorized to enter into and sign a binding Agreement with the City of Great Falls.

A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature.

By:

  
Subrecipient Signature

February 6, 2023  
Date

Shane Etwiler President/CEO  
Print Name and Title

For

Great Falls Area Chamber of Commerce Foundation  
Entity Name

36-3658000  
Tax ID #

S2CDE3WPHQD8  
(Subrecipient Unique Entity Identifier):

For: The City of Great Falls

**CITY OF GREAT FALLS, MONTANA**

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

ATTEST:

\_\_\_\_\_ (SEAL OF THE CITY)  
Lisa Kunz, City Clerk

\*APPROVED AS TO FORM:

By \_\_\_\_\_  
David G. Dennis, City Attorney

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

**A – Scope of Work – Great Falls Area Chamber of Commerce “Low Cost Airfare Initiative Funding”**

See Agenda Item 20 from March 1, 2022 Great Falls City Commission Meeting.

**20. GREAT FALLS INTERNATIONAL AIRPORT FUNDING COMMITMENT – SMALL COMMUNITY AIR SERVICE DEVELOPMENT GRANT (SCASD).**

...

**Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission allocate \$150,000 of ARPA Funds to the Great Falls International Airport Low Cost Airfare Initiative SCASD grant.**

...

**Motion carried 3-0-2 (Mayor Kelly and Commissioner Wolff abstaining).**

**F. Amendment 1**

Adjustment to Budget Categories as described in letter dated February 1, 2023.

February 7, 2023

The proposed amendment to the Grant Agreement between the City of Great Falls and Great Falls College Montana State University has been reviewed and approved by both parties. The changes listed below and in the attached documents are the only changes to the original agreement. The contract is amended as follows:

- The Item “Wages (Construction Instructor classroom and onsite)” shall be changed to “Wages (One Full-Time Faculty)”; and
- The related Estimated Cost shall be decreased from \$180,000 to \$156,000; and
- The related Additional Information shall be amended to read “\$55,000 per year salary, \$23,000 per year benefits, for two years”; and
- The Item “Miscellaneous Costs” shall be added beneath “Wages (One Full-Time Faculty)”; and
- The related Estimated Cost shall state \$24,000; and
- The related Additional Information shall state “Identified costs shall be approved by Grantee and Grantor before being incurred”.

These changes reduce neither the intended scope nor number of beneficiaries described in the “Great Falls College MSU Lifelong Learning Future Build” Application, dated July 15, 2022 (Incorporated herein as Attachment E).

This Amendment shall become effective once signed by both parties.

**City of Great Falls**

**Great Falls College MSU**

Date: \_\_\_\_\_

Date: 2/1/2023

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

Signature:   
Stephanie Erdmann, CEO/Dean

APPROVED FOR LEGAL CONTENT

\_\_\_\_\_  
David G. Dennis, City Attorney



City of Great Falls ARPA Application, 2022



The Center for Lifelong Learning

D. Estimated Budget: Revenues and Expenditures

Projected Start-Up Cost for participant supplies and two-year Instructor Expense Request		
Item	Estimated Cost	Additional Information
Basic construction tools and work wear for students. \$694 per student – see details below	\$ 17,350	Based on 25 students (see breakdown below) with goal of securing business sponsorship for 2 <sup>nd</sup> year
Wages (Construction Instructor classroom and onsite)	\$180,000	\$45,000 per instructor for two years, wages only
<b>Total Request</b>	<b>\$197,350</b>	
Projected Annual Operating Cost		
Item	Estimated Cost	Additional Information
Wages (Faculty)	\$40,000	Wages only
Books Materials – (NCCER CORE Curriculum and Level 1)	\$15,000	Based on 100 students at \$150 per stud.
First Aid/CPR Training	\$11,000	Based on 100 students at \$110 per stud.
Job Site Ready Curriculum for micro credential	\$75,000	Based on 100 students at \$750 per stud.
<b>Operating Expense</b>	<b>\$141,000</b>	<b>Based on 100 students</b>

Participant Tool/Clothing Expense Breakdown	Amount
Swanson Original Speed Square	\$9.99
Milwaukee Screwdriver	\$13.99
Black Diamond Nail Punch Set	\$7.99
Estwing Fiberglass Framing or Rip Hammer	\$28.99
Hyde Tools Putty Knife	\$5.19
Stanley Retractable Utility Knife	\$5.49
Tajima Chalk Rite II	\$22.99
Black Diamond Lineman's Pliers	\$12.99
Wilde Tools Cold Chisel 5 pc set	\$23.99
Johnson Tool Reinforced Torpedo Magnetic Level	\$8.99
Duck Auto Electrical Tape	\$0.89
Stanley FATMAX Tape Measure	\$24.99
Swanson Always Sharp Refillable Carpenter Pencil	\$3.99
Husqvarna Heavy-Duty Leather Work Gloves	\$17.99
Pyramex Hard Hat Yellow 4-point Snap Lock	\$11.99
Carbondale Carhartt Safety Glasses	\$10.99
CLC Work Gear Pocket Carpenter's Combo Tool Belt	\$46.97
Carhartt Men's Relaxed Fit Duck Bib Overall	\$79.99
Carhartt Men's Flannel Lined Duck Active Jacket	\$109.99
Work Boots	\$210.00
Vest	\$26.00
Hearing	\$9.00
<b>Total Expenses</b>	<b>\$693.39</b>

**D. Estimated Budget: Revenue and Expenses (REVISED)**

Projected start-up costs for participant supplies and two-year instructor expense request		
Item	Estimated Cost	Additional Information
Basic construction tools and work wear for students; \$694 per student, see details below	\$17,350	Based on 25 students with goal of securing alternative funding for year 2
REVISED Wages (One Full Time Faculty)	\$156,000	\$55,000/year annual salary + \$23,000/year benefits, for 2 years
REVISED Miscellaneous Costs	\$24,000	Identifited costs shall be approved by Grantee and Grantor before being incurred
<b>Total Request</b>	<b>\$197,350</b>	

Projected annual operating cost		
Item	Estimated Cost	Additional Information
Wages (faculty)	\$40,000	Part time instructor(s)
Books & curriculum material (NCCER CORE & Level 1)	\$15,000	based on 100 students at \$150 per student
First aid/CPR training	\$11,000	based on 100 students at \$150 per student
Job site ready curriculum for micro credential	\$75,000	based on 100 students at \$150 per student
<b>Operating Expense</b>	<b>\$141,000</b>	<b>Based on 100 students</b>

Participant Tool/Clothing Expense Breakdown	Amount
Swanson Original Speed Square	\$9.99
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Carbondale Carhartt Safety Glasses	\$10.99
CLC Work Gear Pocket Carpenters Combo Tool Belt	\$46.97
Carhartt Men's Relaxed Fit Duck Bib Overall	\$79.99
Carhartt Men's Flannel Lined Duck Active Jacket	\$109.99
Work Books	\$210.00
Vest	\$26.00
Hearing Protection	\$9.00
<b>Total Expenses</b>	<b>\$693.39</b>



Commission Meeting Date: February 21, 2023  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Application for FEMA, Assistance to Firefighters Grant, for Operations and Safety Equipment

**From:** Jeremy M. Jones, Fire Chief

**Initiated By:** Jeremy M. Jones, Fire Chief

**Presented By:** Jeremy M. Jones, Fire Chief

**Action Requested:** Approve Application Submission to FEMA for Operations and Safety Equipment for Great Falls Fire Rescue and the City of Great Falls.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) submission of an application to the Federal Emergency Management Agency (FEMA) through the Assistance to Firefighters Grant (AFG) in the amount of \$119,263.45 and City match in the amount of \$11,926.35, for a total of \$131,189.80 for Operations and Safety Equipment.”

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

**Staff Recommendation:** Staff recommends that the City Commission approve the application submission to the Federal Emergency Management Agency through the Assistance to Firefighters Grant for Operations and Safety Equipment for a total of \$131,189.80

**Summary:** Great Falls Fire Rescue would like to apply for a FEMA/AFG that will pay 90% or \$119,263.45 of the total cost for the purchase of new operations and safety equipment consisting of fire hose, nozzles and thermal imaging cameras. Currently the City of Great Falls and Great Falls Fire Rescue have not been able to replace a majority of our operational and safety equipment through normal budgetary means. If successful in being awarded the grant, the City’s 10% AFG match would be \$11,926.35. This match would come from our safety and medical equipment fund.

**Background:** The City of Great Falls has not been able to replace a large amount of specialty equipment and safety gear due to the increased cost of equipment. GFFR has a line item budget of \$50,000.00 for safety and medical equipment to cover these expenses Due to the amount of equipment needing to be replaced, it is not feasible to attempt to address these items through normal budgetary means. We have also utilized these accounts to provide for matching fund allotments when we have been successful in the past (such as the diesel exhaust systems). An example of equipment needing replaced is 3” firefighting hose that was placed in service in the 1970’s, tactical hand line hose that will not kink when maneuvering inside a structure and thermal imaging cameras that assist with finding victims in a zero visibility

conditions. Currently we have hose shortages due to aging hose needing replacement and our thermal imagers are frequently out of service and have become unreliable.

**Significant Impact-** Much of the equipment that is in front line service to the fire department dates back many decades. Modern technologies allows for safer, lighter equipment to be used and minimize firefighter fatigue. This is especially true with the fire department only staffing three-person engine companies. Much of our obsolete and failing equipment does not meet industry standards.

**Fiscal Impact:** The cost of firefighting and emergency operations and safety equipment is \$131,189.80. The Assistance to Firefighters Grant shall pay 90% or \$119,263.45 and per the grant agreement; the City shall pay a 10% match of the total cost or \$11,926.35.

The matching funds from the City would come out of the fire department operations budget specific to the safety and medical supplies line items.

**Alternatives:** Reject the application and determine other avenues to replace the equipment.

**Concurrences:** Fiscal services

**Attachments/Exhibits:** The Assistance to Firefighter Grant application No. EMW-2022-FG-06592.

# System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application.

All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

## CITY OF GREAT FALLS

Information current from SAM.gov as of: **02/06/2023**

UEI-EFT: **MD9MA1227F25**

DUNS (includes DUNS+4): **060267093**

Employer Identification Number (EIN): **816001269**

Organization legal name: **CITY OF GREAT FALLS**

Organization (doing business as) name:

Mailing address: **PO BOX 5021 GREAT FALLS, MT 59403-5021**

Physical address: **2 PARK DR S ROOM 104 GREAT FALLS, MT 59401-4006**

Is your organization delinquent on any federal debt? **N**

SAM.gov registration status: **Active as of 08/06/2022**

We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date

## Applicant information

Please provide the following additional information about the applicant.

Applicant name **Great Falls Fire Rescue**

## Main address of location impacted by this grant

Main address 1 **105 9th st south**

Main address 2

City **Great Falls**

State/territory **MT**

Zip code **59401**

Zip extension **4006**

In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located? **Cascade**

## Applicant characteristics

The Assistance to Firefighters Grants Program's objective is to provide funding directly to fire departments and nonaffiliated EMS organizations or a State Fire Training Academy for the purpose of protecting the health and safety of the public and first responder

personnel against fire and fire-related hazards. Please review the Notice of Funding Opportunity Announcement (NOFO) for information on the available program areas and for more information on the evaluation process and conditions of award. Please provide the following additional information about the applicant.

Applicant type: **Fire Department/Fire District**

Is this grant application a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region. **No**

What kind of organization do you represent? **All Paid/Career**

How many active firefighters does your department have who perform firefighting duties? **64**

How many of your active firefighters are trained to the level of Firefighter I or equivalent? **64**

How many of your active firefighters are trained to the level of Firefighter II or equivalent? **64**

Are you requesting training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001? **No**

Which of the following standards does your organization meet regarding physicals? If physicals are not required then do not select any option. (optional)

How many members in your department are trained to the level of EMR or EMT, Advanced EMT or Paramedic? **64**

Does your department have a Community Paramedic program? **No**

How many stations are operated by your department? **4**

Does your organization protect critical infrastructure of the state? **Yes**

Please describe the critical infrastructure protected below. **The critical infrastructure are the systems and assets that are vital to our ability to function and maintain our economic stability. Great Falls Fire Rescue is responsible for protecting a wide variety of critical infrastructures. Among these protected infrastructures are: Great Falls International Airport, a commercial service airport serving Great Falls and the surrounding community, which includes the airfield, terminal, general aviation, commercial and noncommercial activities, airport and airline maintenance and support facilities. FedEx occupies a 78,000 square foot facility at the airport serving the entire state. There are two fixed base operators who provide fuel and aircraft maintenance and repair. ADF International is a steel manufacturing company providing construction services such as erection of structural steel and occupying an 80,000 square foot shop. Burlington Northern Santa Fe (BNSF) Railway is the primary operator of railroads in North Central Montana and has a major rail yard in the City of Great Falls. Incoming manufactured products and lumber are moved by rail. Montana Specialty Mills is a crush plant and refinery focused on processing oilseeds. This plant loads product into railcars, but**

truck, totes and drums. General Mills Operations specializes in grain processing and operates multiple grain elevators. Pasta Montana operates a part of the Other Food Manufacturing Industry. Montana Egg is a 58,000 square foot egg grading facility that processes more than 280 million eggs annually. Malmstrom Air Force Base and the Montana Air National Guard are military installations that flank the City, connecting to City boundaries on the East and West ends of Great Falls. These military bases employ thousands of people and house the 819th Red HORSE Squadron and 341st Missile Wing. Nuclear material and weapons are maintained on base and frequently moved through our community as part of their mission. Benefis Health System provides critical care, is the home base for Mercy Flight Air Ambulance and is the Level II Trauma Center, serving about 230,000 residents in a 14-county region. Great Falls Clinic is a 20 bed hospital that provides short term acute care among other clinical services. Great Falls also plays host to three hydroelectric dams and multiple wind generation facilities that provide power for all critical infrastructure. Calumet Montana Refining oil refinery is located in Great Falls with a capacity of 30,000 bpd with a feedstock of Canadian heavy crude oil – product delivery involves tank truck and railcar. The City of Great Falls operates a water treatment plant with an onsite water testing lab. There are seven storage facilities in the distribution system with a capacity of over 12 million gallons. GFFR also protects 19 schools and two university's in our community with over 13,000 students combined.

Do you currently report to the National Fire Incident Reporting System (NFIRS)? You will be required to report to NFIRS for the entire period of the grant. **Yes**

Please enter your FDIN/FDID. **02001**

Do you offer live fire training? **Yes**

What is the total number of live fire training exercises conducted per year on average? **8**

## Operating budget

What is your organizations operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) dedicated to expenditures for day-to-day activities for the current (at time of application) fiscal year, as well as the previous two fiscal years?

Current fiscal year: **2023**

Fiscal Year	Operating budget
2023	\$9,931,870.00
2022	\$9,461,104.00

Fiscal Year	Operating budget
2021	\$9,429,758.00

What percentage of the declared operating budget is dedicated to personnel costs (salary, benefits, overtime costs, etc.)? **82**

Does your department have any rainy day reserves, emergency funds, or capital outlay? **No**

What percentage of the declared operating budget is derived from the following	2023	2022	2021
Taxes	100	100	100
Bond issues	0	0	0
EMS billing	0	0	0
Grants	0	0	0
Donations	0	0	0
Fund drives	0	0	0
Fee for service	0	0	0
Other	0	0	0
<b>Totals</b>	100 %	100 %	100 %

Describe your financial need and how consistent it is with the intent of the AFG Program. Include details describing your organization's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of your control.

**For fiscal year 2023, Great Falls Fire Rescue's (GFFR) overall budget appropriation is \$10,718,169, of which 93% or \$9,931,870 is dedicated to Fire Operations. The remaining 7% is dedicated to Fire Prevention (5%), Emergency and Disaster Services (1%) and Fire Debt Services (1%). Personnel Services- cost relating to salaries, wages and benefits makes up 82% or \$8,025,420 of the Fire Operations Budget. FY22 Fire Operations budget was \$9,461,104 of which \$7,716,927 consisted of Personnel Service. GFFR's budget has not seen an increase to support enhanced Fire Operations in many years. The increases granted were used to cover salary increases of GFFR firefighters to keep pace with cost of living increases. In 2021, GFFR absorbed the cost of employing 1 FTE for Emergency Management for the city after the position had been vacant for several years and COVID highlighted the need for the position within the city. This position is funded through Fire Operations, which comes at the cost of a Firefighter position. This results in an increase to the workload of firefighters engaging in response activities and the ability to replace failing equipment. Financial Stressors: Similar to other states, Montana's legislature enacted a cap on cities' tax increases, limiting any increases to a rate that equals half the rate of inflation. As a result, most city budgets have struggled throughout our state; given already low property tax values compared to the state and national averages. Our city**



has fought to keep up with necessary operating costs. This has been compounded by additional multi million-dollar debt resulting from the collapse of an area power generating corporation and an ensuing lawsuit, for which the city was held partially liable. A debt of \$11 million resulted from that collapse, which in turn had a negative impact on all city departments, including GFFR. We have had equipment failures due to age and end of service life timelines that our current budget cannot support to replace. This is troublesome as we now have a fire truck in our fleet that has no hose. GFFR had been unable to accept any financial Contributions. However, Efforts to create a non-profit Fire Department Foundation were successful in 2022, though this will take some time to become fully established and operational. To compound matters, our workforce and economy have struggled with the after affects of the Covid 19 pandemic. Extensive wage increases in our budget due to sick firefighters have also taken a toll that we are working to correct. Other attempts to fund department needs: GFFR requested a public safety mill levy to increase capabilities of our operational forces and the equipment needed to serve our community to national standards. As of this application, no formal approval by city leaders has been granted to pursue the levy but has been gaining attention. We have been working tirelessly to educate the city leadership team and commissioners of our need with facts and statistics that effect emergency response. Even if granted the request to pursue the safety mill levy, it must be approved by the voters and is still a long ways out. With the financial stressors associated with high inflation and no real tax growth this does not look favorable at this point to address immediate needs. As stated above, the foundation is in the infancy stage and not capable of helping any extensive offsets as fund raising efforts are just beginning. With the impact of financial stressors and the budget GFFR operates within, acquisition of new equipment is not possible. This results in GFFR seeking the funding of these needs through grants.

In cases of demonstrated economic hardship, and upon the request of the grant applicant, the FEMA Administrator may grant an Economic Hardship Waiver. Is it your organization's intent to apply for an Economic Hardship Waiver? **No**

**Other funding sources**

This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant? **No**

This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose? **No**

**Applicant and community trends**

Please provide the following additional information about the applicant.

Injuries and fatalities	2022	2021	2020
What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?	1	0	3

Injuries and fatalities	2022	2021	2020
What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?	4	0	10
What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?	1	0	1
What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?	0	0	4
What is the total number of members with self-inflicted fatalities over the last three years?	0	0	0

How many vehicles does your organization have in each of the type or class of vehicle listed below? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.



**Seated riding positions**

The number of seated riding positions must be equal or greater than the total number of frontline and reserve apparatus. If there are zero frontline and zero reserve apparatus, the number of seated riding positions must be zero..

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
Engines or pumpers (pumping capacity of 750 gallons per minute (GPM) or greater and water capacity of 300 gallons or more): pumper, pumper/tanker, rescue/pumper, foam pumper, CAFS pumper, type I, type II engine urban interface.	4	3	28
Ambulances for transport and/or emergency response.	1	1	10
Tankers or tenders (water capacity of 1,000 gallons or more).	1	0	2
Aerial apparatus: aerial ladder truck, telescoping, articulating, ladder towers, platform, tiller ladder truck, quint.	1	1	8
Brush/quick attack (pumping capacity of less than 750 GPM and water carrying capacity of at least 300 gallons): brush truck, patrol unit (pickup w/ skid unit), quick attack unit, mini-pumper, type III engine, type IV engine, type V engine, type VI engine, type VII engine.	1	0	2
Rescue vehicles: rescue squad, rescue (light, medium, heavy), technical rescue vehicle, hazardous materials unit.	1	0	4
Additional vehicles: EMS chase vehicle, air/light unit, rehab units, bomb unit, technical support (command, operational support/supply), hose tender, salvage truck, ARFF (aircraft rescue firefighting), command/mobile communications vehicle.	1	1	8

How many ALS Response vehicles are in your fleet? **8**

Is your department facing a new risk, expanding service to a new area, or experiencing an increased call volume? **Yes**

Please explain how your department is facing a new risk, expanding service to a new area, or experiencing an increased call volume. **Great Falls Fire Rescue (GFFR) has expanded our mutual aid and also auto aid agreements with all of the volunteer departments that surround our city which increases our response areas considerably. We also have agreements with other volunteer departments located in the further reaches of our county to respond if requested. In line with national trends,**

many Montana volunteer fire departments are having challenges with recruitment and retention of firefighters. This shortage in volunteer personnel has decreased their ability to respond effectively to fires and other incidents, therefore requesting GFFR to respond to expanding areas. In 2021, GFFR established and Auto Aid radius around the city that expanded first due response area from 26 square miles to 72 square miles for structure fires and auto extrications. We have also hosted and instructed over 16 different departments on how to operate together by creating a "Rural/Urban Fire Academy". We have completed this twice now and have received extremely positive feedback from everyone involved. With such a powerful impact on response capabilities by our volunteer counterparts, we plan on continuing the training with them 2 times a year moving forward to train on all areas of response where we may come together on an incident scene. Great Falls is starting to see a very rapid increase in residential building permits for housing. As of this writing, over two thousand new apartment units are scheduled to be built along with over 500 new homes. Also, our local refinery, Calumet, is finishing up a multi-million dollar expansion and conversion to a bio diesel fuel. When completed, Calumet will be one of the largest bio diesel manufacturers in the Northwest. This will increase our community risk exponentially. Malmstrom Air Force Base will be starting to replace our nation's nuclear weapons located in silos around our community. Military officials report this will spike the work force and population in our community by at least 5,000. This will increase response demand.

## Community description

Please provide the following additional information about the community your organization serves.

Type of jurisdiction served	City
What type of community does your organization serve?	Suburban
What is the square mileage of your first due response zone/jurisdiction served?	72
What percentage of your primary response area is protected by hydrants?	31

What percentage of your primary response area is for the following:	Percentage (must sum to 100%)
Agriculture, wildland, open space, or undeveloped properties	25
Commercial and industrial purposes	25
Residential purposes	50
<b>Total</b>	100

What is the permanent resident population of your first due response zone/jurisdiction served? **60403**

Do you have a seasonal increase in population?

No

Please describe your organization and/or community that you serve.

**Great Falls Fire Rescue is a career fire and EMS department serving Great Falls, Montana, a city of 60,403 that can be considered both urban and rural. Encompassing a response and Auto-aid area of over 72 square miles, Great Falls' perimeter can be described as Urban/Wildland interface. Five rural, all-volunteer departments protect the grasslands, croplands and open range and scattered neighborhoods that surround our city. Our ability to provide both mutual aid and auto aid to surrounding volunteer departments for structural fire protection and auto extrication around the perimeters of our city is crucial. Comprised of 71 personnel, GFFR maintains four stations throughout our city. Each station staffs a three-person engine company, with a ladder/tower in one of the stations and a cross-staffed ambulance in another. There is a Battalion Chief in charge of each Platoon, our minimum manning is 13 personnel on-shift at any given time. Our personnel makeup one of six regional hazmat response teams throughout Montana that make up the Montana State Hazmat Response Team. GFFR also provides Mutual-Aid assistance to fire departments at Malmstrom Air Force Base (MAFB) (who routinely transport nuclear weapons and materials throughout our jurisdiction), located on the east end of our city, and the Montana Air National Guard (MTANG) fire department (who delivers global transportation of equipment and supplies), at our city's west end. GFFR responded to nearly 7600 calls for service in 2021. Calls include but are not limited to: structure and wildland fires; propane and natural gas emergencies and other hazmat emergencies; vehicle fires and collisions; including vehicle extrications; severe weather such as snowstorms, windstorms and flooding; medical emergencies and public-service calls. Great Falls has a robust Rivers Edge Trail system that surrounds our cities river side and extends our response possibilities because of the area this system traverses. We have a trained technical rescue team that performs technical rope rescues on the trail system as well as ice and water rescue services. In 2017, GFFR provided mutual aid with 23 other responding state and rural departments for grass fires threatening our city. One incident in particular, was the largest wildland fire in the State at the time and required a large call-back of off-duty personnel in order to protect the city while others were fighting the encroaching grass fires. December 1st of 2021, GFFR provided mutual aid along with 4 volunteer fire departments, MAFB, and MTANG fire departments to fight a fire that destroyed 29 structures, including 11 homes and numerous vehicles. GFFR issued a department call-back of all personnel to assist. Wind gusts up to 56 miles per hour drove the fire over 112 acres, forcing over 65 individuals to evacuate their homes. The fire has been counted as one of the most destructive wildfire events in the City's history. Great Falls has a business population that swells during daytime hours and easily surpasses 70,000 during peak business hours. GFFR protects a wide range of target hazards including industrial plants, warehouses, agricultural chemical plants and distributors, a refinery and an additional flammable liquid tank farm at our city's perimeter. We are also home to a seven-story regional hospital and Level II trauma center, at least 30 elementary, middle and high schools along with a vocational college and a university. Great Falls is the agriculture epicenter of Central Montana with three major grain elevators, two flour mills, a**

malting plant and a large agricultural feed mill within our response area that create unique challenges, including high dust-explosion hazards. There has been an increase in flammable liquid and gas cargoes including various forms of crude oil that is transported in and out of our jurisdiction daily, in support of the refinery and other commercial uses within our community.

## Call volume

Summary	2022	2021	2020
Fire - NFIRS Series 100	113	166	141
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200	9	4	6
Rescue & Emergency Medical Service Incident - NFIRS Series 300	4560	4894	5624
Hazardous Condition (No Fire) - NFIRS Series 400	220	256	275
Service Call - NFIRS Series 500	849	915	1007
Good Intent Call - NFIRS Series 600	720	901	918
False Alarm & Falls Call - NFIRS Series 700	475	441	391
Severe Weather & Natural Disaster - NFIRS Series 800	7	12	27
Special Incident Type - NFIRS Series 900	4	5	6
Total	6957	7594	8395

## Fire

How many responses per year per category?	2022	2021	2020
"Structure Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 111-120)	46	53	68
"Vehicle Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 130-138)	16	17	17
"Vegetation Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 140-143)	9	40	18
Total	71	110	103
<b>Total acreage per year</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>
Total acreage of all vegetation fires	7	33	5

## Rescue and emergency medical service incidents

How many responses per year per category?	2022	2021	2020
"Motor Vehicle Accidents" (Of the NFIRS Series 300 calls, NFIRS Codes 322-324)	258	291	244
"Extrications from Vehicles" (Of the NFIRS Series 300 calls, NFIRS Code 352)	3	4	1
"Rescues" (Of the NFIRS Series 300 calls, NFIRS Code 300, 351, 353-381)	13	14	17
EMS-BLS Response Calls	1445	1598	1841
EMS-ALS Response Calls	1985	1770	1638
EMS-BLS Scheduled Transports	0	0	0
EMS-ALS Scheduled Transports	0	0	0
Community Paramedic Response Calls	0	0	0
<b>Total</b>	<b>3704</b>	<b>3677</b>	<b>3741</b>

### Mutual and automatic aid

How many responses per year per category?	2022	2021	2020
Amount of times the organization received Mutual Aid	0	3	4
Amount of times the organization received Automatic Aid	11	2	0
Amount of times the organization provided Mutual Aid	11	13	4
Amount of times the organization provided Automatic Aid	10	2	2
Of the Mutual and Automatic Aid responses, amount that were structure fires	4	5	3
<b>Total</b>	<b>36</b>	<b>25</b>	<b>13</b>

### Grant request details

Are you requesting a Micro Grant? A Micro Grant is limited to \$50,000 in federal resources. **No**

**Grand total: \$131,189.80**

Program area: Operations and safety



**Activity: Equipment**

**\$131,189.80**

## Equipment activity narrative

### Narrative

#### Project Description

This project request is to purchase hose, nozzles and thermal imagers to shore up severe hose shortages and replace hose that has far surpassed its intended service life. We would also replace our thermal imagers that are old, past their service life and consistently out of service. They have become not cost effective to maintain and are very unreliable. This request would enable Great Falls Fire Rescue (GFFR) to replace hose on two front line trucks and have a set of replacements for immediate use when the frontline hose is drying after being post fire decontaminated. We would then be able to take the hose that is in the best condition and put it on one of our reserve apparatus used for second alarms and backfill crews. Currently, we have one engine that has no fire hose on it. The cost to complete this project is \$ 131,189.80. Currently, we do not have the funding to replace this equipment through our normal budget. Funding requests through our city leaders have been denied due to general fund shortages. 60% of our pre-connect hand-lines and supply hose is over 20 years old and starting to fail service testing procedures. We had 18 lengths of hose fail pressure testing during last year's hose maintenance and had to be removed from service. We have been hesitant to conduct this year's winter testing because we already have 1 truck without hose and some that do not have a full complement of hose on it. During last year's pressure testing we had multiple hoses fail with significant effects that caused minor damage to our stations overhead doors. Hose is listed as a high priority during this year's AFG cycle and has an intermediate life span of 8-14 years. As stated above, over half of our hose is well beyond that mark and failing at rapid rates. Thermal imagers are listed as a high priority also and has a short life span of 5-7 years. We are currently at the upper limit of that service life span. We have a department hose technician that monitors testing and does repairs when possible. We have purchased a hose washer to help maintain our hose and remove contaminants. However,

even with an aggressive maintenance mindset, we cannot reverse time in service timelines. We are approaching critical levels that are starting to reduce our operational effectiveness and safety of our firefighters. However, to stay compliant with NFPA standards we cannot disregard annual testing to keep hose in service that may fail the testing. The same scenario is happening with our nozzles. Currently we have a combination nozzle that can be used with engines that have CAFFS on them. However, we are currently removing the foam systems from our engines and the nozzles do not perform as intended with a normal water operation. Older nozzles that we have maintained and repaired are simply breaking down from age and use and can't be maintained much longer as some you cannot purchase replacement parts. This grant request will provide a solution to our problem. We could purchase new hose and nozzles for two frontline apparatus and move older hose to a reserve apparatus until we could replace that as well. We would be able to put the hose in best shape from our replacements on our engine that currently has no hose. We could also replace our old and failing thermal imagers with new NFPA 1801 compliant units that will have a warranty. Without a funding source and if not awarded an AFG reward, our operational effectiveness would continue to erode which in turn increase the safety risk to our community and our firefighters. This project aligns with the AFG program as a high priority and is in alignment with the fire department mission to save lives and protect property. Our thermal imagers are 7 years old and are not under warranty any longer. They have become the "weak link" as they are constantly out of service for repair costing approximately \$800-900 per repair just to keep them going. We are also spending \$500-700 annually to maintain a battery supply.

Cost/Benefit

If awarded, this AFG Grant would enable GFFR to purchase hose, nozzles and thermal imagers to maintain our operational capability. That fact alone has a far reaching effect on our citizens and also our mutual aid partners as well. This project is a no frills type of request and is for the purchase of a firefighter's most basic equipment which is hose and nozzles and could be put into action immediately with no overhead. The thermal imagers increase the chance of rescue and firefighter safety exponentially. The grant would be administered in house and maintained by the men and women that serve others by fighting fires. The application and award management would be done by



department personnel. 100% of the award would go to purchasing the equipment needed. New hose, nozzles and thermal imagers are a necessity to maintain operational effectiveness, life safety and decrease property loss, all of which are fire department mission objectives. This will benefit our mutual aid partners as well. New hose, nozzles and thermal imagers would enable us to remove old, out dated and potentially dangerous equipment from service which could possibly fail during an emergency with crews in an IDLH ( immediately dangerous to life and health) environment. We would also maintain and improve compliance with recognized national safety standards and resume our established industry compliant hose testing practices and use of thermal imagers. Our financial request reflects the best cost available from solicitation of multiple vendors and in compliance with our city's purchasing policies. This project in turn is a good investment in federal dollars that will be used to protect the citizens of our community at a very low cost-benefit. The cost-benefit for residents protected is Project cost (77,340) divided by expected life span (15 years) divided by population (60,400) = 8 Cents per resident protected per year for the hose and nozzles. It equates to 12 cents per year, per a resident for the thermal imagers. This is certainly a low cost with a high reward for federal dollars invested.

#### Statement of Effect

If awarded, this AFG request will be used to purchase the basic equipment needed to serve others as part of a firefighters duties. Hose and nozzles to apply water to fires are paramount and an item that can be used daily. Thermal imagers increase the chance of rescue and also drastically improve firefighter safety. This award would favorably impact firefighter and public safety as well as property conservation. New technology concerning fire hose, nozzles and thermal imagers has evolved tremendously over the past 10 years. Hose is lighter weight and offers higher flow capacity which would improve our flow capacity with the same crew numbers. This makes our operations more effective while increasing the safety profile of our responders as well as our citizens and their property. We would also be able to replace hose that is becoming obsolete, and unreliable. Being compliant with NFPA standard 1962 would not only benefit GFFR but all of our mutual aid partners as well. Thermal imagers that are in NFPA compliance and reliable increase rescue capability and firefighter safety tremendously. As stated

above, we have one engine with no hose and thermal imagers that constantly fail and are out of service. Being able to put hose on that truck offers us the ability to commit a full department force if tasked by our mutual aid partners. This improves our ability to use all equipment that we have to improve our capability to save lives and property due to grant funded improvements. Continued safety concerns with old and failing equipment that is substandard should not become the norm for responders tasked with serving others under emergency conditions and would be a great use of federal dollars that would impact large numbers of people over big areas under emergency conditions. If not awarded the grant, our equipment limitations would continue to decline, having negative impacts on our operational effectiveness and capability. Safety concerns will increase and the ability to train and respond with our volunteer mutual aid partners would decline.

**Cost Items**

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▶	Item: Thermal Imaging Camera (Must be NFPA 1801 Compliant)	\$53,850.00
▶	Item: Appliance(s)/Nozzle(s)	\$948.00
▶	Item: Appliance(s)/Nozzle(s)	\$2,703.00
▶	Item: Hose (Attack/Supply)	\$19,340.80
▶	Item: Hose (Attack/Supply)	\$28,490.40
▶	Item: Appliance(s)/Nozzle(s)	\$9,192.00
▶	Item: Appliance(s)/Nozzle(s)	\$2,634.00
▶	Item: Hose (Attack/Supply)	\$14,031.60

## Grant request summary

The table below summarizes the number of items and total cost within each activity you have requested funding for. This table will update you change the items within your grant request details.

### Grant request summary

Activity	Number of Items	Total cost
Equipment	8	\$131,189.80
<b>Total</b>	<b>8</b>	<b>\$131,189.80</b>

Is your proposed project limited to one or more of the [following activities](#) : Planning and development of policies or processes. Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.

No

Please download the EHP Screening form available at <https://www.fema.gov/media-library/assets/documents/90195>. Once you have been awarded the grant and have accepted the award, please complete and send your screening form and attachments to [GPDEHPinfo@fema.dhs.gov](mailto:GPDEHPinfo@fema.dhs.gov).

Filename	Date uploaded	Uploaded by	Label	Description	Action
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### Budget summary

#### Budget summary

Object class categories	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$131,189.80
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
<b>Total direct charges</b>	<b>\$131,189.80</b>
Indirect charges	\$0.00
<b>TOTAL</b>	<b>\$131,189.80</b>
<b>Non-federal resources</b>	
Applicant	\$11,926.35
State	\$0.00
Other sources	\$0.00

**Object class categories**

**Total**

Remarks

**Total Federal and Non-federal resources**

Federal resources	\$119,263.45
Non-federal resources	\$11,926.35
<b>TOTAL</b>	<b>\$131,189.80</b>
Program income	\$0.00

## Contact information

Did any individual or organization assist with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application?

**No**

### Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

**Jeremy Jones**

Fire Chief

**Primary phone**

4067918968

Work

**Additional phones**

4068991502

Mobile

**Fax**

[jjones@greatfallsmt.net](mailto:jjones@greatfallsmt.net)

## Assurance and certifications

OMB number: 4040-0007, Expiration date: 02/28/2022 [View burden statement](#)

### SF-424B: Assurances - Non-Construction Programs

OMB Number: 4040-0007

Expiration Date: 02/28/2022

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you

will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

## Certifications regarding lobbying

OMB Number: 4040-0013

Expiration Date: 02/28/2022

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OMB number: 4040-0013, Expiration date: 02/28/2022 [View burden statement](#)

## SF-LLL: Disclosure of Lobbying Activities

OMB Number: 4040-0013

Expiration Date: 02/28/2022

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than \$100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. § 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

The applicant is not currently required to submit the SF-LLL.

## **Notice of funding opportunity**

I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible, and can be completed within the award's Period of Performance (POP).

## **Accuracy of application**

I certify that I represent the organization applying for this grant and have reviewed and confirmed the accuracy of all application information submitted. Regardless of intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, enforcement actions taken against an existing award pending investigation or review, or referral to the DHS Office of Inspector General.

## **Authorized Organizational Representative for the grant**

By signing this application, I certify that I understand that inputting my password below signifies that I am the identified Authorized Organization Representative for this grant. Further, I understand that this electronic signature shall bind the organization as if the application were physically signed and filed.

## **Authorization to submit application on behalf of applicant organization**

By signing this application, I certify that I am either an employee or official of the applicant organization and am authorized to submit this application on behalf of my organization; or, if I am not an employee or official of the applicant organization, I certify that the applicant organization is aware I am submitting this application on its behalf, that I have written authorization from the applicant organization to submit this application on their behalf, and that I have provided contact information for an employee or official of the applicant organization in addition to my contact information.



Commission Meeting Date: February 21, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Construction Final Pay: Elk’s Riverside Park Force Main Replacement, OF 1695.3

**From:** Public Works Department, Engineering Division

**Initiated By:** Public Works Department, Engineering Division

**Presented By:** Christoff T. Gaub, Public Works Director

**Action Requested:** Consider and Approve a Final Pay Request

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**Suggested Motion:**

1. Commissioner moves:

“I move the City Commission (approve/not approve) Final Payment for the Elk’s Riverside Park Force Main Replacement to Capcon, LLC in the amount of \$11,159.22, and \$112.72 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.”

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

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**Staff Recommendation:** Approve final payment request.

**Summary:**

There was one plan holder for this project and one bid received and opened on June 22, 2022. The bid for this project was \$236,161.80. Capcon, LLC submitted the low bid of \$236,161.80. The City Commission awarded the contract to Capcon, LLC on July 5, 2022. Substantial completion was achieved on November 2, 2022, and Capcon, LLC has completed all work and punch list items.

**Background:**

The project was necessary to replace a 51-year old 4-inch asbestos cement sanitary sewer force main through Elk’s Riverside Park. The old force main had significant blockage that had reduced the flows. The new force main allows more flow, which will accommodate increased sewer flows from the Milwaukee Station Apartments project.

This project replaced 2,500 lineal feet of existing 4-inch asbestos cement pipe with 4-inch HDPE pipe. The City can accept the project and execute Final Payment. The two-year warranty period started at the time of substantial completion, which was November 2, 2022.



**Conclusion:**

City staff recommends making the Final Payment. City staff has verified that Capcon, LLC has completed all work and punch list items in accordance with the plans and contract.

**Fiscal Impact:**

The project has been programmed and prioritized as a needed capital improvement and is funded through the Sewer Utility Enterprise Fund.

The final project cost is \$214,228.80 which is \$21,933 less than the total contract amount. Great communication between the Contractor and the City representatives, minimizing landscape damage during construction, minimizing damage of asphalt surfaces during construction, and removal of the Hurd restroom hookup contributed to the lower final contract amount.

**Alternatives:**

The City Commission could vote to deny final pay and direct staff to continue discussing project close out with Capcon, LLC.

**Attachments/Exhibits:**

Final Pay

Project location maps

**APPLICATION FOR PAYMENT NO. THREE**

To: City of Great Falls (OWNER)  
 From: Capcon LLC (CONTRACTOR)  
 Contract: Elk's Riverside Park Force Main Replacement O.F. 1695.3  
 Project: Elk's Riverside Park Force Main Replacement  
 OWNER's Contract No. O. F. 1695.3 ENGINEER's Project No. \_\_\_\_\_  
 For Work accomplished through the date of: Jan 13, 2023

1.	<b>Original Contract Price:</b>	\$ <u>236,161.80</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ <u>-19,500.00</u>
3.	Current Contract Price (1 plus 2):	\$ <u>216,661.80</u>
4.	Total completed \$ _____ and stored \$ _____ to date:	\$ <u>214,228.80</u>
5.	Retainage (per Agreement):	
	<u>0</u> % of Completed Work: \$ <u>0.00</u>	
	<u>0</u> % of stored material: \$ <u>0.00</u>	
	Total Retainage:	\$ <u>0.00</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$ <u>214,228.80</u>
7.	Less previous Applications for Payments:	\$ <u>202,956.86</u>
8.	Gross Amount Due this application: (6 minus 7):	\$ <u>11,271.94</u>
9.	Less <b>1% State Gross Receipts Tax:</b>	\$ <u>112.72</u>
10.	<b>DUE THIS APPLICATION (8 MINUS 9):</b>	\$ <u>11,159.22</u>

Accompanying Documentation:

CONTRACTOR's Certification:

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

Dated 1/13/2023

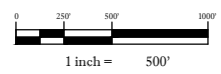
\_\_\_\_\_  
 Capcon LLC  
 CONTRACTOR  
 By: \_\_\_\_\_

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 01/19/2023

\_\_\_\_\_  
 City of Great Falls  
 ENGINEER  
 By: Mark Jura

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



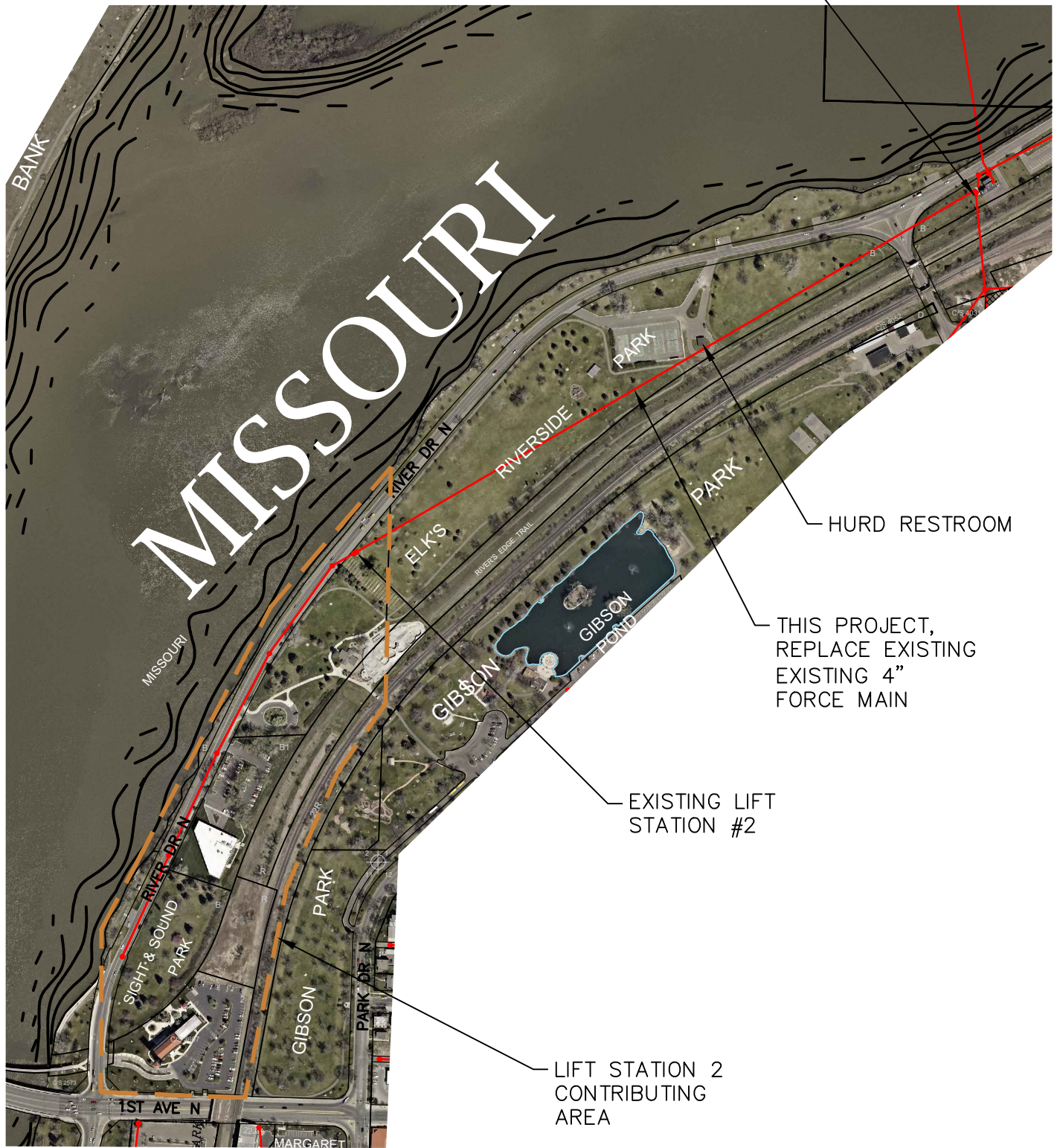
EXISTING  
DISCHARGE  
STRUCTURE

HURD RESTROOM

THIS PROJECT,  
REPLACE EXISTING  
EXISTING 4"  
FORCE MAIN

EXISTING LIFT  
STATION #2

LIFT STATION 2  
CONTRIBUTING  
AREA



### ELK'S RIVERSIDE PARK FORCE MAIN REPLACEMENT

VICINITY MAP

OF 1695.3

02-21-20



Commission Meeting Date: February 21, 2023  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Resolution 10495 Golf Fees  
**From:** Park and Recreation Department  
**Initiated By:** Great Falls Golf LLC  
**Presented By:** Steve Herrig, Park and Recreation Director  
**Action Requested:** Set a Public Hearing to establish Golf Fees for March 7, 2023

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing on Resolution 10495, Establish Golf Fees, for March 7, 2023.”

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

**Staff Recommendation:** Staff recommends that the City Commission set a public hearing on Resolution 10495 to Establish Golf Fees on March 7, 2023. Resolution 10495 would repeal Resolution 10443 and set a new fee structure beginning with the 2023 golf season.

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

**Eagle Falls Golf Club**  
**2023 Proposed Pricing**

Category	Item Description	2022	2023 Proposal	% Increase
<b>Green Fees</b>				
	<b>Monday - Friday</b>			
	Weekday 18 Holes	\$35.00	\$37.00	5.8%
	Weekday Mid-Day Rate	\$22.00	\$24.00	9.1%

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

## Anaconda Hills Golf Course

### 2023 Proposed Pricing

Category	Item Description	2022	2023 Proposal	% Increase
<b>Green Fees</b>				
	<b>Monday - Friday</b>			
	Weekday 18 Holes	\$30.00	\$33.00	10.0%
	Weekday Mid-Day Rate	\$20.00	\$24.00	20.0%
	Weekday Twilight Rate	\$20.00	\$22.00	10.0%
	Weekday 9 Holes	\$20.00	\$23.00	15.0%
	<b>Saturday - Sunday</b>			
	Weekend 18 Holes	\$34.00	\$37.00	8.9%
	Weekend Mid-Day Rate	\$23.00	\$27.00	17.4%
	Weekend Twilight Rate	\$20.00	\$22.00	10.0%
	Weekend 9 Holes	\$22.00	\$24.00	9.1%
<b>Cart Fees</b>				
	18-Holes	\$16.00	\$17.00	6.3%
	Mid-Day	\$13.00	\$14.00	7.7%
	TW Rate / 9-Holes	\$10.00	\$11.00	10.0%
<b>Range Fees</b>				
	Small	\$4.00	\$5.00	25.0%
	Large	\$8.00	\$9.00	12.5%
<b>Membership</b>				

<b>Other</b>				
	Rental Clubs	\$15.00	\$15.00	0.0%

**Great Falls Golf Passes**

**2023 Proposed Pricing**

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

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

**Alternatives:** An alternative would be to not to set the public hearing therefore denying the increase golf course fees.

**Attachments/Exhibits:** Resolution 10495, Establish Golf Fees

**RESOLUTION NO. 10495**

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

\*\*\*\*\*

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

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

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

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

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

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

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

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

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



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

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

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

ATTEST:

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

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

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
David Dennis, City Attorney



Commission Meeting Date: February 21, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution 10490 – Request from the Downtown Development Partnership (DDP) to use Downtown Urban Renewal District Tax Increment Financing (TIF) funds towards development of an Economic Vitality Transformation Strategy to guide future downtown business development

**From:** Sara Doermann, Planner I, Planning and Community Development

**Initiated By:** Downtown Development Partnership (DDP)

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

**Action Requested:** Adopt Resolution 10490 to allow the use of up to \$30,000 in Downtown Urban Renewal District Tax Increment Financing funds to assist DDP in creating an Economic Vitality Transformation Strategy, and approve the Tax Increment Contribution Agreement

**Public Hearing:**

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

**Suggested Motion:**

1. Commissioner moves:
 

“I move that the City Commission (adopt/deny) Resolution 10490 to allow the use of up to \$30,000 in Downtown Urban Renewal District Tax Increment Financing funds to assist the DDP in creating an Economic Vitality Transformation Strategy, and (approve/not approve) the Tax Increment Contribution Agreement”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

**Staff Recommendation:** Staff recommends adoption of Resolution 10490 and approval of the Tax Increment Contribution Agreement.

**Summary:** The Downtown Development Partnership of Great Falls (DDP) serves as the coordinating body for downtown development. DDP members include NeighborWorks Great Falls (NWGF), the Great Falls Development Authority (GFDA), the Great Falls Business Improvement District, the Downtown Great Falls Association, the City of Great Falls, Great Falls Public Schools, the Great Falls Area Chamber of Commerce, Neighborhood Council #7, the City of Great Falls Parking Advisory Commission and

Historic Preservation Advisory Commission, Cascade County, and other downtown advocates. Just one of many elements of the DDP's activities is acting as the recommending body to the City Commission for Downtown Urban Renewal District TIF requests. For final action, the City Commission reviews the DDP recommendation and approves or rejects TIF funding requests. In this case, the DDP is not the recommending party, but rather the applicant for TIF funds. The request for TIF funding was submitted on December 12, 2022 to help fund development of an Economic Vitality Transformation Strategy (EVTS).

**Applicant's Request:** As stated in the application, the EVTS will be a two-step process beginning with a demand assessment. This includes a market demand assessment, determining what types of businesses and real estate ventures are in demand in downtown Great Falls to help achieve the economic vitality related goals of the Downtown Master Plan and Urban Renewal Plan. This assessment will be utilized to build the Economic Vitality Transformation Strategy, using the findings to demonstrate market support for lenders and investors to drive downtown economic development efforts over the next three to five years. The EVTS will seek to attract private investment in commercial and housing development, start-up businesses, and business expansion.

The DDP application for TIF funding states, "In order to continue positive momentum, we need to attract more investment to our downtown. The best way to do is through doing a market-driven assessment and use the findings to develop an economic vitality strategy that will drive our downtown economic development efforts over the next 3-5 years. We have found that one of the most effective ways for us to attract new investment is to do the local market research that entrepreneurs, businesses and developers often can't afford to do or will not invest in when they are just considering a downtown investment. By doing the upfront market assessment, we can attract more interest to take a closer look at downtown Great Falls."

The DDP has requested up to \$30,000 to cover the cost of completing the market assessment and development of the strategy. The City and the DDP have partnered to apply for \$20,000 grant from the Montana Main Street Program to try to secure funds to pay for part of this project. If the grant is awarded, the need for Downtown TIF funds will drop from \$30,000 to only \$10,000. Additionally, the Great Falls Development Authority (GFDA) and NeighborWorks Great Falls (NWGF) each have committed \$5,000. GFDA and NWGF have also committed staff time to support the project, reducing the anticipated consultant cost to \$40,000.

**Montana TIF Regulations:** Creation and administration of Tax Increment Financing (TIF) Districts is governed by the Montana State Urban Renewal statutes. (Title 7, Chapter 15, Parts 42 and 43, MCA). The applicant's request is consistent with State TIF requirements, particularly the code provisions noted below:

*7-15-4288. Costs that may be paid by the tax increment financing. The tax increments may be used by the local government to pay the following costs of or incurred in connection with an urban renewal area or targeted economic development district as identified in the urban renewal plan or targeted economic development district comprehensive development plan:*

*(9) The compilation and analysis of pertinent information required to adequately determine the needs of the urban renewal area or targeted economic development districts;*

**Consistency with Local Criteria:** In order for the City of Great Falls to approve TIF funding requests, such requests must also be determined to be in compliance with the local jurisdiction's Urban Renewal Plan. To aid in the City Commission's decision, the City's Tax Increment Application Process establishes

twelve specific criteria to assess the merits of a project in relation to the Downtown Urban Renewal Plan. Staff finds that the applicant's request fulfills Criteria 4, 6, 7 and 8 set forth in the City of Great Falls Application and Process for Tax Increment Financing Funds.

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

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

**Staff Analysis:** The EVTS has potential to create new permanent and part-time jobs as new businesses and investment opportunities are attracted to downtown Great Falls. As stated in the application, the strategy will seek to attract more private investment in commercial and housing development. This investment will result in redevelopment which creates jobs within the construction field. Once these projects are completed, any commercial development within downtown would result in new permanent and part-time positions.

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

**Staff Analysis:** The completion of a market demand assessment would meet a specific strategy in the Downtown Urban Renewal Plan (DURP). For context, the Downtown Master Plan established five goals: Connected Downtown, Flourishing Downtown, Downtown Destination, Downtown Living, and Downtown Aesthetics. By completing the market demand assessment, DDP will be fulfilling a specific strategy called out in the DURP under "Flourishing Downtown" that has currently not been met – "Conduct a Downtown market analysis to guide commercial and retail development". As the DDP application further states, "A flourishing Downtown is a key indicator of the overall economic health of Great Falls and plays a primary role in shaping the general perception and image of the City". The EVTS project represents a unique opportunity that meets a specific need called out in the DURP.

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

**Staff Analysis:** The project proposed would have a positive impact on both existing and future businesses and residents as it seeks to attract private investment to both the commercial and residential side of downtown Great Falls. A market assessment would provide data needed to understand opportunities to develop an effective market-driven strategy. Efforts over past decades have helped produce significant diverse private investment downtown but there are still a number of properties in downtown Great Falls that could be revitalized. Startup entrepreneurs, businesses opening new locations, and real estate developers can't afford to complete a market analysis, making data collected in this assessment critical to attract investment to this area. Data is a powerful marketing tool and with it DDP can better facilitate new and existing projects in the downtown area.

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

**Staff Analysis:** In addition to this request, the applicant is also receiving \$5,000 from Great Falls Development Authority and \$5,000 from NeighborWorks Great Falls. The funds requested are required to meet the project's expected cost of \$40,000. If the application for Montana Main Street funding is approved, the TIF funds needed will drop from \$30,000 to \$10,000. As DDP has limited funding options, TIF assistance is required for this project.

**Determination of Appropriateness:** The proposed request from DDP was discussed with legal counsel and found to be eligible according to Montana Code Annotated (MCA) 7-15-4288(9). Additionally, the request aligns with the Downtown Urban Renewal Plan (DURP). If the request is approved by the City Commission, DDP is required to enter into a Development Agreement with the City. The required agreement is attached for reference.

**Fiscal Impact:** The City's Downtown TIF fund has a current cash balance of \$4,290,981. As a result, there is adequate funding in the TIF district to fulfill the request.

**Alternatives:** The City Commission could vote to deny the TIF request.

**Concurrences:** City consulted with outside Legal Counsel, who determined that the request is eligible for TIF funding.

**Attachments/Exhibits:**

- Resolution 10490
- DDP TIF Application and Supplemental Information
- DDP TIF Contribution Agreement
- Attachment A: Downtown TIF Map

RESOLUTION 10490

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

\* \* \* \* \*

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

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

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

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

**WHEREAS**, the Downtown Development Partnership is a non-profit corporation created for the purpose of revitalizing Downtown Great Falls, with the specific mission to promote, stimulate and effect community and economic development; forge alliances that recruit new businesses and development; provide access to financing to support development; support the implementation of the City's Downtown Master Plan; and cooperate with other organizations to support Downtown development in Great Falls and throughout the State of Montana.

**WHEREAS**, City Staff has assessed the merits of the project in relation to the goals and objectives of the Downtown Master Plan, evaluated the project based on the evaluation criteria, and determined that expenditure of TIF funds in the amount of \$30,000 for the purpose of creating an Economic Vitality Transformation Strategy is consistent with the adopted Downtown Urban Renewal Plan as well as State of Montana TIF requirements.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Great Falls, Montana, that the City approve the request to expend Great Falls Downtown Urban Renewal Tax Increment (TIF) District Funds for the purpose of creating an Economic Vitality Transformation Strategy.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on February 21, 2023.

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

ATTEST:

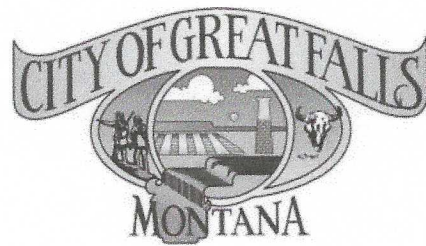
\_\_\_\_\_  
Darcy Dea, Deputy City Clerk  
(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
David Dennis, City Attorney



**CITY OF GREAT FALLS**



**TAX INCREMENT FINANCING  
(TIF)**

**APPLICATION FOR FUNDS**

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

Project Name: Economic Vitality Transformation Strategy

Date Submitted: 12/21/22

Name of TIF District: Downtown Urban Renewal District

**APPLICANT INFORMATION** Name: Downtown Development Partnership of Great Falls

Address: 318 Central Avenue, Great Falls, MT 59401

Telephone: (406) 727-5430

**DEVELOPMENT INFORMATION**

1. Building Address: N/A

2. Legal Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Ownership: N/A  
Address: \_\_\_\_\_

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

5. Existing/Proposed Businesses: N/A  
Business Description: \_\_\_\_\_  
\_\_\_\_\_

6. Employment: Existing FTE Jobs: N/A  
New Permanent FTE Jobs created by \_\_\_\_\_ Construction FTE jobs: \_\_\_\_\_  
project: \_\_\_\_\_

7. Architectural/Engineering Firm: N/A  
Address: \_\_\_\_\_  
Representative: \_\_\_\_\_

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

- 8. Please provide a description of the Total Project Development (attach a narrative explanation).
- 9. Please provide rehabilitation/construction plans (attach schematics, site and landscaping plans).  
N/A

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

TASK	MONTH
RFP Issued	February/March 2023
Contractor Selection	March/April 2023
Implement Market Analysis	April-August 2023
Create Economic Vitality Transformation Strategy	August-December 2023
COMPLETION DATE:	December 31, 2023

- 11. Do you plan on asking for any other tax abatements, grants, tax credits or other forms of relief? If so, what type? \$20,000 Montana Main Street Project Planning Grant FY23 submitted 11/22/22  
**Matching funds:**  
\$5,000 from Great Falls Development Authority (firm)  
\$5,000 from Neighborworks Great Falls (firm)

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

The anticipated project cost is \$40,000. The City and the DDP have partnered to apply for \$20,000 from the Montana Main Street Program to try to secure funds to pay for part of this project. GFDA and NWGF each have committed \$5,000. GFDA and NWGF have also committed staff time to support the project, reducing the anticipated consultant cost to \$40,000.

If we are successful in securing \$20,000 from the state, we would only need \$10,000 in tax increment financing funds. However, any state grant funding is uncertain. Therefore, we request consideration of \$30,000 in tax increment financing funds. City funding will be reduced depending on the success of the state grant and/or should the anticipated cost come in less than \$40,000. We believe this project is time sensitive to help keep positive momentum moving forward in our downtown. That is why we are submitting this request to the City before we know about the state grant.

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

### TOTAL PROJECT DEVELOPMENT COSTS

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

**Land and Site Preparation Improvements** (Itemized)

1. Value of Land	\$ _____	
2. _____	\$ _____	
3. _____	\$ _____	
4. _____	\$ _____	
5. _____	\$ _____	
<b>Subtotal</b>		\$ <u>N/A</u> _____

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

1. _____	\$ _____	
2. _____	\$ _____	
3. _____	\$ _____	
4. _____	\$ _____	
5. _____	\$ _____	
6. _____	\$ _____	
7. _____	\$ _____	
<b>Subtotal</b>		\$ <u>N/A</u> _____

**Equipment Costs**  
(Total value of equipment)

1. _____	\$ _____	
2. _____	\$ _____	
3. _____	\$ _____	
4. _____	\$ _____	
5. _____	\$ _____	
<b>Subtotal</b>		\$ <u>N/A</u> _____

**Total Project Development Costs** \$ N/A \_\_\_\_\_

**ELIGIBLE TIF ACTIVITIES**

**Land Acquisition**

	Total	Amount Requested from TIF	Timing for Funds
1.	N/A		

**Demolition & Removal of Structures**

1.	N/A		
2.			
3.			
<b>Subtotal</b>			

**Relocation of Occupants**

1.	N/A		
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**Public Improvements**

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

1.	N/A		
2.			
3.			
<b>Subtotal</b>			

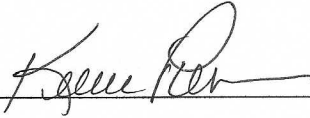
**Fees (associated with eligible activities)**

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

1.	\$40,000	\$30,000	Apr-Dec 2023
2.			
3.			

### CERTIFICATION

I (we), Downtown Development Partnership Chair Kellie Pierce  
(please print), certify that the statements and estimates within this Application as well as any and all  
documentation submitted as attachments to this Application or under separate cover are true and  
correct to the best of my (our) knowledge and belief.

Signature 

Title Chair, Downtown Development Partnership

Address 318 Central Ave, Great Falls, MT 59401

Date 12/20/2022



**Downtown Development Partnership  
Economic Vitality Transformation Strategy  
Downtown Urban Renewal TIF Proposal  
12/19/22**

We propose to develop an Economic Vitality Transformation Strategy for Downtown Great Falls. This will be a two-step process beginning with a market demand assessment that will provide the foundation for developing an economic development strategy to help achieve the economic vitality related goals of the Downtown Master Plan and Urban Renewal Plan. The new strategy will build on past and present success in attracting private investment in the Downtown Urban Renewal Area. The strategy will be based on an in-depth assessment of market opportunities that will help us demonstrate market potential to businesses, entrepreneurs, and developers, and help them to demonstrate market support to their lenders and investors. This is a tactic similar to the housing market assessment published earlier this year that has helped attract new proposed apartment projects in the city.

The economic vitality transformation strategy will also be built around the proven tactics demonstrated by National Main Street accredited organizations across the country. The strategy will seek to attract more private investment in commercial and housing development (including renovation and new construction), start-up businesses, and business expansions.

**National Main Street Four Points**

The Downtown Development Partnership (DDP), of which the City of Great Falls is a key partner, is a fully accredited National and Montana Main Street organization that uses the Main Street Four Point Approach™ to guide our downtown revitalization efforts. Economic Vitality is one of the four points of the proven National Main Street approach and is the focus of this proposed project.

**Project Need & Benefit**

Our collective goal is to establish a flourishing downtown where people want to live, work, and play, as detailed in the goals of the Great Falls Downtown Master Plan and Urban Renewal Plan. We are proud of the progress we have made in revitalizing our downtown and attracting significant private sector investment. However, many of the economic vitality goals of the downtown plans have not yet been fully achieved.

In order to continue positive momentum, we need to attract more investment to our downtown. The best way to do is through doing a market-driven assessment and use the findings to develop an economic vitality strategy that will drive our downtown economic development efforts over the next 3-5 years. We have found that one of the most effective ways for us to attract new investment is to do the local market research that entrepreneurs, businesses and developers often can't afford to do or will not invest in when they are just considering a downtown investment. By doing the upfront market assessment, we can attract more interest to take a closer look at downtown Great Falls.

The pandemic has accelerated many economic and societal changes, creating new opportunities to attract investment to our downtown. A market assessment will provide the data we need to understand these opportunities to develop an effective market-driven economic vitality strategy. Our efforts over the past decade have helped produce significant diverse private investment in downtown Great Falls. Many investment opportunities remain. A number of properties downtown could be revitalized to become a wide variety of both commercial and retail investment such as housing, retail, entertainment, hotels, restaurants, niche, or office uses. Startup entrepreneurs, businesses opening new locations, and real estate developers can't afford to do market analysis up front, so the data they have in this phase the more likely they are to invest here. Data is a powerful marketing tool, and with it we will be able to share the right location with the right investor to make the project happen.

True market demand studies have worked well in the past. For example, in 2021 the Great Falls Development Authority (GFDA), NeighborWorks Great Falls (NWGF) and the Great Falls Association of Realtors (GFAR) retained The Concord Group to conduct a housing assessment of the Great Falls MSA market. The Concord Group's scope of work included an assessment of key housing trends and demand drivers, including employment and demographic trends. We used the market assessment to target housing developers across multiple states. Since publication of the housing market assessment, we have attracted developers that have announced projects that will create over 1,000 new apartments. Results of the housing assessment continue to spur developers to select Great Falls as a place to invest in housing production.

### **Project Relationship to Larger Planning Efforts**

This project builds on our economic vitality efforts relating to larger planning efforts dating back to 2011. The Downtown Master Plan provided a long-term blueprint to achieve our long-term goals. It also provided a compass for our partners to us in their strategic planning. However, the master plan is not an action plan at the level of detail that we need to drive our downtown economic development work over the next 3 to 5 years. In particular, we have never commissioned a downtown market assessment to document demand for various types of real estate use.

The DDP fosters new development and redevelopment downtown to pursue the goals, objectives and strategies of the Downtown Master Plan. The Downtown Master Plan established five goals: Connected Downtown, Flourishing Downtown, Downtown Destination, Downtown Living and Downtown Aesthetics. A flourishing Downtown is a key indicator of the overall economic health of Great Falls and plays a primary role in shaping the general perception and image of the City. By strengthening the existing business community and incentivizing new investment, Downtown has the potential to evolve into a flourishing place that enhances the image of the City and the region. This ultimately makes Downtown a destination to work, play and live.

Our commitment stepped up when we hired a full-time Downtown Business Development Officer, who has been onboard for 2.5 years now. His role is key targeting companies for business attraction, retention and expansion such as the Rib and Chop House opening a new location here. What would spur more investment like this is having a market assessment and subsequent strategy based on the findings.

### **Matching Funds**

Development of the Transformation Strategy will be undertaken by the DDP. The Great Falls Development Authority (GFDA) and NeighborWorks Great Falls (NWGF) will partner to staff portions of the work with the assistance of the Business Improvement District, the Downtown Great Falls Association and additional Downtown partners and supporters. A consulting firm experienced in downtown market assessments and economic vitality transformation strategies in downtowns similar



to Great Falls will be selected through a competitive Request for Proposals process. The city will be involved in reviewing the RFP draft and in the consultant selection process.

### Scope of Work

The end result of this project will be a 3-5 year Economic Vitality Transformation Strategy for the DDP to implement. The strategy will be based on two components of work: 1) a market assessment of demand for various types of businesses and real estate use downtown; and, 2) using this market data to develop an Economic Vitality Transformation Strategy that we will use to attract more private investment to our downtown.

### **Budget**

The anticipated project cost is \$40,000. The City and the DDP have partnered to apply for \$20,000 from the Montana Main Street Program to try to secure funds to pay for part of this project. GFDA and NWGF each have committed \$5,000. GFDA and NWGF have also committed staff time to support the project, reducing the anticipated consultant cost to \$40,000.

If we are successful in securing \$20,000 from the state, we would only need \$10,000 in tax increment financing funds. However, any state grant funding is uncertain. Therefore, we request consideration of \$30,000 in tax increment financing funds. City funding will be reduced depending on the success of the state grant and/or should the anticipated cost come in less than \$40,000.

We believe this project is time sensitive to help keep positive momentum moving forward in our downtown. That is why we are submitting this request to the City before we know about the state grant.

### **Local Support & Ability to Complete the Project**

By design, the DDP is a catalyst bringing together our community to revitalize Downtown Great Falls. We promote, stimulate and affect community and economic development; forge alliances that recruit new businesses and development; provide access to financing to support development; support the implementation of the City's Downtown Master Plan; and, cooperate with other organizations to support downtown revitalization in Great Falls.

The DDP has proven to be a successful partnership with tangible outcomes. Since 2020, 14 new projects Downtown have been opened, started or announced. These projects speak to our ability to get things done as we continue to work together to revitalize Downtown Great Falls, achieving the goals of established in the Downtown Urban Renewal and Master Plans.

### TAX INCREMENT CONTRIBUTION AGREEMENT

THIS TAX INCREMENT CONTRIBUTION AGREEMENT dated Feb 6, 2023 (hereinafter known as the "**Agreement**"), between the CITY OF GREAT FALLS, a municipal corporation of the State of Montana (the "**City**"), and the DOWNTOWN DEVELOPMENT PARTNERSHIP OF GREAT FALLS, INC., a Montana non-profit corporation (the "**Partnership**").

#### WITNESSETH:

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

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

WHEREAS, the Partnership is a non-profit corporation created for the purpose of revitalizing Downtown Great Falls, with the specific mission to promote, stimulate and effect community and economic development; forge alliances that recruit new businesses and development; provide access to financing to support development; support the implementation of the City's Downtown Master Plan; and cooperate with other organizations to support Downtown development in Great Falls and throughout the State of Montana.

WHEREAS, the Partnership has requested that the City contribute funds towards an Economic Vitality Transformation Strategy (the "**Strategy**") that includes a market demand assessment for various types of businesses and real estate uses downtown; and

WHEREAS, the Partnership submitted an application with respect to the Strategy; and

WHEREAS, the City has determined that it is appropriate to fund the Strategy from tax increment generated from the District, subject to the terms and conditions set forth in this Agreement; and

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

Section 1. Definitions; Rules of Interpretation; Exhibits.

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

**“Act”** has the meaning given to it in the recitals.

**“Agreement”** means this Tax Increment Contribution Agreement, including any amendment hereof or supplement hereto entered into in accordance with the provisions hereof.

**“City”** means the City of Great Falls, Montana, or any successors to its functions under this Agreement.

**“Commission”** means the City Commission or any successor governing body of the City, however denominated by statute.

**“Department of Revenue”** means the State of Montana Department of Revenue.

**“District”** has the meaning given to it in the recitals.

**“Fiscal Year”** means the period commencing on the first day of July of any year and ending on the last day of June of the next calendar year, or any other twelve-month period authorized by law and specified by the Commission as the City’s fiscal year.

**“Incremental Taxable Value”** means the amount, if any, by which the Actual Taxable Value, as of the date of reference, exceeds the Base Taxable Value.

**“Indemnified Parties”** has the meaning given to it in Section 7 hereof.

**“Ordinance”** means Ordinance No. 3088 adopted on May 15, 2012 (as it may be amended and supplemented from time to time).

**“Partnership”** has the meaning given to it in the preamble.

**“Plan”** has the meaning given to it in the recitals.

**“State”** means the State of Montana.

**“Strategy”** has the meaning given to it in the recitals.

**“Tax Increment”** means the amount received by the City pursuant to the Act from the extension of levies of Taxes against the Incremental Taxable Value of the Taxable Property and will include all payments in lieu of Taxes or beneficial use taxes attributable to the Incremental Taxable Value.

**“Taxable Property”** means all real and personal property located in the District and subject to Taxes.

**“Taxes”** means all taxes levied on an ad valorem basis by any Taxing Jurisdiction against the Taxable Property and includes all payments in lieu of taxes or beneficial use taxes received by the City with respect to the Incremental Taxable Value of the Taxable Property.

**“Taxing Jurisdiction”** means the State, the City, any school district, local government, municipal corporation, political subdivision or other government entity that levies, during any Fiscal Year during which the tax increment provision of the District is effective under the Act, ad valorem taxes against real or personal property in the District.

## 1.2. Rules of Interpretation.

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

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

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

## Section 2. Representations.

### 2.1. City Representations. The City hereby represents as follows:

(a) Pursuant to the Act, and after public hearing duly called and held, the City by the Ordinance has duly created the District.

(b) The City is authorized by law to enter into this Agreement and to carry out its obligations hereunder.

(c) Pursuant to the Act and the Ordinance, the City approved this use of Tax Increment to pay the Strategy, subject to the terms and conditions set forth in this Agreement.

(d) The State Department of Revenue has advised the City that as of January 1, 2012 the Base Taxable Value of the District was \$3,643,698.

2.2. Partnership Representations. The Partnership hereby represents as follows:

(a) The Partnership is a Montana non-profit corporation, duly formed, validly existing and in good standing under the laws of the State and is duly qualified to do business in the State. The Partnership has the power to enter into this Agreement and by all necessary corporate action has duly authorized the execution and delivery of this Agreement.

(b) The representations and warranties of the Partnership in its Application for City of Great Falls Tax Increment Financing (TIF) funds dated December 14, 2022 are true and correct as of the date hereof.

(d) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prohibited or limited by, conflicts with or results in a breach of the terms, conditions or provisions of the certificate of formation or operating agreement of the Partnership or any evidence of indebtedness, agreement or instrument of whatever nature to which the Partnership is now a party or by which it is bound, or constitutes a default under any of the foregoing.

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

Section 3. Partnership's Undertakings.

3.1. Use of Funds for Strategy. The Partnership hereby agrees and commits to the City that it will apply the funds toward the project in accordance with the application.

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

Section 4. Release, Indemnification and Insurance.

4.1. Release and Indemnification. The Partnership releases the City and all Commission members, officers, agents, servants and employees thereof (the "**Indemnified Parties**") from, and covenants and agrees to indemnify, defend and hold harmless the Indemnified Parties against, any loss, damage, cost (including reasonable attorneys' fees),

claim, demand, suit, action or other proceeding whatsoever (i) arising or purportedly arising out of, or resulting or purportedly resulting from, the operations of the Partnership or the use of the funds in connection therewith.

5.2 **Insurance.** Partnership shall purchase and maintain insurance coverage as set forth below. The insurance policy must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured and be written on a “primary—noncontributory basis, and on an occurrence, not a claims made basis.” Partnership will provide the City with applicable additional insured endorsement documentation substantially similar or identical to the example set forth below. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the State of Montana, with a minimum of “A.M. Best Rating” of A-, VI, as will protect the Partnership, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations of the Partnership. All insurance documentation shall be in a form acceptable to the City.

Insurance Coverage at least in the following amounts is required:

- |    |   |   |
|----|---|---|
| 1. | Commercial General Liability<br>(bodily injury and property damage) | \$1,000,000 per occurrence<br>\$2,000,000 aggregate |
| 2. | Products and Completed Operations                                   | \$2,000,000   |
| 3. | Automobile Liability  | \$1,000,000 combined single<br>limit                |
| 4. | Workers’ Compensation   | Not less than statutory limits                      |
| 5. | Employers’ Liability  | \$1,000,000   |

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

Additional Insured Endorsement Example:

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE

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

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

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

*[remainder of page left intentionally blank]*

## Section 5. General Provisions.

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

5.2. Rights Cumulative. The rights and remedies of the parties hereto, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party hereto of any one or more of such remedies shall not preclude the exercise by such party, at the same or different times, of any other remedy for the same default or breach or of any of its remedies for any other default or breach of the party subject to the limitation of remedies provided herein. No waiver made by such party with respect to the performance or the manner or time thereof, of any obligation under this Agreement, shall be considered a waiver with respect to the particular obligation of the other party or a condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any obligations of the other party. Delay by a party hereto instituting or prosecuting any cause of action or claim hereunder shall not be deemed a waiver of any rights hereunder.

5.3. Injunction; Specific Performance. The parties hereto agree that, in the event of a breach of this Agreement by any party or its successors or assigns, the non-breaching party would suffer irreparable harm. Therefore, in the event any party or its successors or assigns fails to comply with the provisions of this Agreement, the parties expressly agree that the non-breaching party may pursue any remedy at law or in equity, including without limitation, the remedies of injunction and specific performance.

5.4. Limitation on City Liability. No agreements or provisions contained in this Agreement will give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers, or will obligate the City financially in any way except with respect to the Tax Increment. No failure of the City to comply with any term, condition, covenant or agreement herein will subject the City to liability for any claim for damages, costs or other financial or pecuniary charge except to the extent that the same can be paid or recovered from the Tax Increment; and no execution on any claim, demand, cause of action or judgment will be levied upon or collected from the general credit, general funds or taxing powers of the City (except as such constitute Tax Increment). Nothing herein will preclude a proper party in interest from seeking and obtaining specific performance against the City for any failure to comply with any term, condition, covenant or agreement herein; provided that no costs,



expenses or other monetary relief will be recoverable from the City except as may be payable from the Tax Increment.

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

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

If to the Partnership: Downtown Development Partnership of Great Falls, Inc.  
318 Central Avenue  
Great Falls, Montana 59401

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

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

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

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

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

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

5.11. Governing Law. This agreement and the legal relations between the parties hereto will be governed by and construed in accordance with the laws of the State of Montana, without giving effect to any choice of law statutes, rules, or principles.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF GREAT FALLS, MONTANA

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

Attest:

[CITY SEAL]

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

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
City Attorney

DOWNTOWN DEVELOPMENT PARTNERSHIP OF  
GREAT FALLS, INC.

*Kellie Pierce*

Name: *Kellie Pierce*

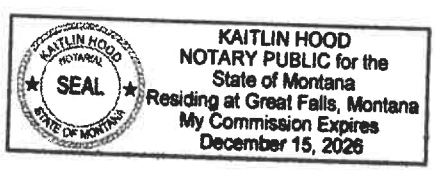
Title: *DOP chair*

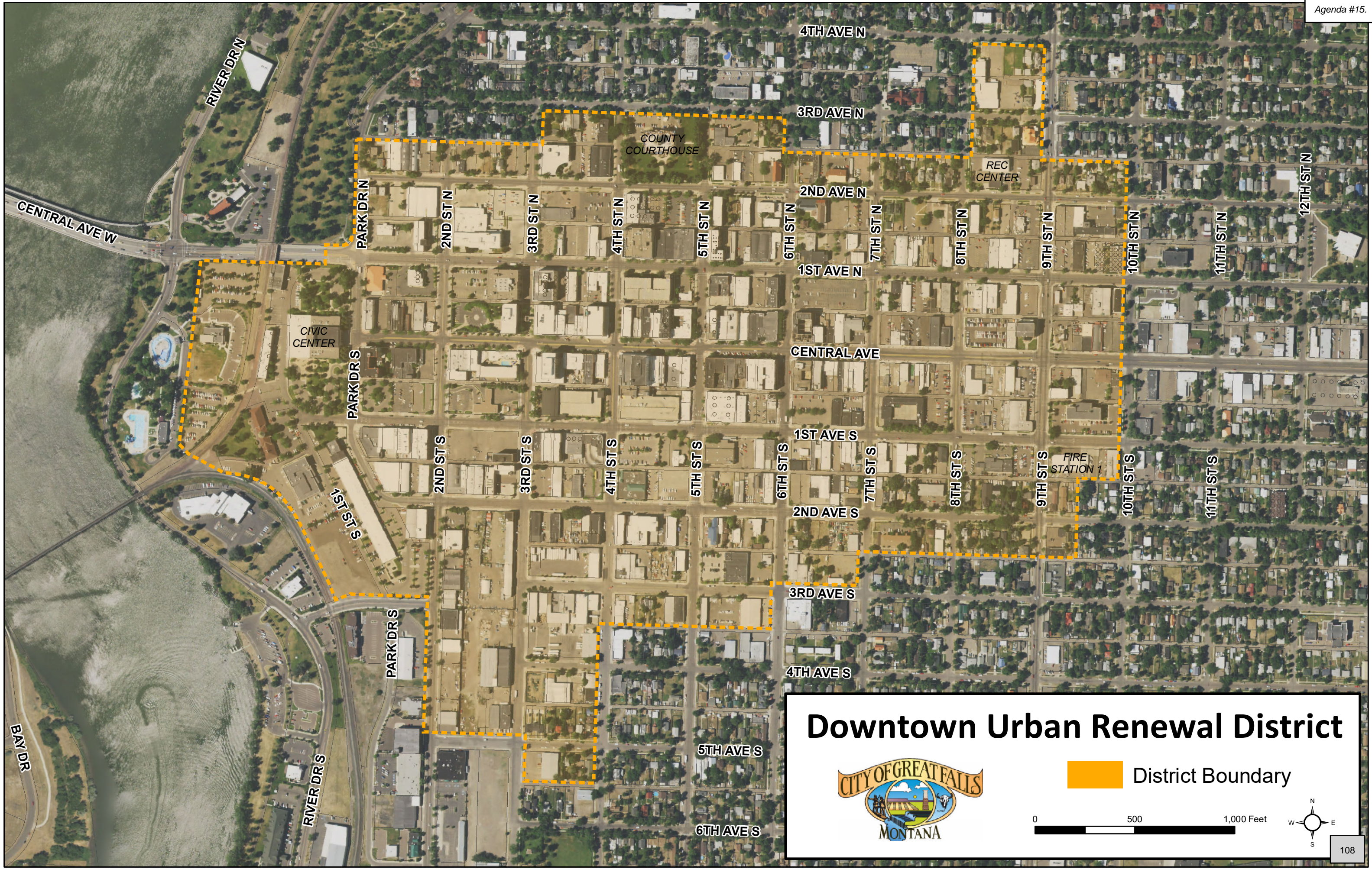
STATE OF MONTANA            )  
  : ss.  
County of Cascade            )

This instrument was acknowledged before me on February 6, 2023  
by Kellie Pierce of Downtown Development Partnership of Great Falls, Inc., on  
behalf of said entity.

*Kaitlin Hood*

(NOTARIAL SEAL)

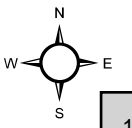




# Downtown Urban Renewal District



 District Boundary





Commission Meeting Date: February 21, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

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

**From:** Great Falls Public Library

**Initiated By:** Great Falls Public Library

**Presented By:** Susie McIntyre, Library Director

**Action Requested:** Conduct a public hearing and adopt Ordinance 3254

**Public Hearing:**

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

**Suggested Motion:**

1. Commissioner moves:  
  
“I move that the City Commission (adopt/deny) Ordinance 3254.”
2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

**Staff Recommendation:** Staff recommends that the Commission conduct the required public hearing and adopt Ordinance 3254.

**Background:** The Great Falls Public Library is at a crossroads. Our current funding model isn’t adequate to provide the quality Library services that our community deserves. The Library is currently funded at \$19.00 per capita which is well below the Montana average of \$31.00 per capita. Cascade County and the City of Great Falls are currently unable to increase the funds provided to the Library through the existing funding mechanisms.

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

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

The specific purpose of the requested levy is funding assistance for operating and maintenance costs and the request being a levy of 15 mills or approximately \$1,549,500 for Library operations;

Under Montana law, an amendment to a self-government charter may only be made by submitting the question of the amendment to the electors of the local government. § 7-3-103, MCA. In this type of situation where the local government is itself proposing the charter amendment, the amendment must be proposed by ordinance. The Ordinance being recommended to the Commission for approval here will serve as the procedural vehicle for submitting the proposed Charter amendment to the electors of the City of Great Falls this upcoming June.

**Significant Impacts:** The passage of a Library Levy will expand Library services for the community including:

- Expand Library hours to be open seven days a week
- Expand Bookmobile services to six days a week providing more services to daycares, schools and seniors.
- Expand youth services programs including early literacy outreach, school age programming, and college and life preparedness for teens.
- Provide more lifelong learning opportunities including expanded collections, electronic resources and adult and senior programming.
- Restart and expand outreach services including the Homebound program.
- Enhance technology resources including providing Internet access and digital resources.

The passage of a Library Levy would also eliminate the Library's need for a General Fund Subsidy and enable the City Commission to spend that \$350,000 on other City priorities.

**Fiscal Impact:** The adoption of the proposed Ordinance will refer an amendment to the City's Charter to the electors for approval or rejection. If the electors approve the proposed amendment, City of Great Falls taxpayers would pay an additional 15 Mills (approximately) \$1,549,500.00 to support Library operations. This would raise the Library's operating budget from approximately \$1,500,000 to approximately \$2,700,000 per year. Additionally, the City Commission would no longer provide a general fund subsidy of \$350,000 per year to the Library allowing for those funds to be invested in other City priorities.

The special election is estimated to cost \$48,000. The Library will use Library Fund dollars to pay for the cost of the election

**Alternatives:** The Commission could choose to not adopt the proposed Ordinance and preserve the status quo. This would leave the current funding for the Library in place resulting in an estimated Library budget shortfall for FY2024 of at least \$120,000. In order to balance the budget, the Library would need to reduce staffing which would result in reduced Library hours and services. The reduction in Library hours will take the Library below the minimum of 50 hours open per week required by the Montana Public Library Standards which would mean that the Library would not qualify for the Montana State Library per capita funding of approximately \$30,000.

**Concurrences:**  
City Manager's Office

Library Board of Trustees  
Library Foundation Board  
Library Master Plan 2022

**Attachments/Exhibits:**

Ordinance 3254  
Ordinance 3254 Exhibit A  
Slide Handouts prepared for public hearing  
Public Comment received

**ORDINANCE NO. 3254**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF GREAT FALLS AMENDING ARTICLE I, SECTION 3 OF THE CHARTER OF THE CITY OF GREAT FALLS TO INCREASE THE AUTHORIZED ADDITIONAL MILLS FOR OPERATION, MAINTENANCE AND CAPITAL NEEDS OF THE GREAT FALLS PUBLIC LIBRARY FROM TWO (2) MILLS TO SEVENTEEN (17) MILLS AND SUBMITTING SUCH CHARTER AMENDMENT TO THE ELECTORS OF THE CITY OF GREAT FALLS**

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

Section 1: That Article I, Section 3 of the Charter of the City of Great Falls be amended as depicted in Exhibit “A” attached hereto, removing the language indicated by ~~strikeout~~ and adding the language indicated by underline, and that such amendment be subject to a separate vote by the electors of the City of Great Falls; and

Section 2: REFERRAL TO ELECTORS. This Ordinance shall be referred to the electors of the City of Great Falls at a special election to be conducted on June 6, 2023; and

Section 3: EFFECTIVE DATE. This Ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law, but the amendment to the Charter of the City of Great Falls reflected in said Ordinance shall be effective only if certified as approved by the electors as provided by law and then, if so approved, shall become effective on July 1, 2023.

APPROVED by the City Commission on first reading February 7, 2023.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading February 21, 2023.

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

ATTEST:

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

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
David G. Dennis, City Attorney



**Ordinance Exhibit "A"**

Charter of the City of Great Falls  
Article I, Section 3 Mill Levy Limit

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**ARTICLE I - - GENERAL PROVISIONS OF CHARTER GOVERNMENT**

**SECTION 3 - - MILL LEVY LIMIT**

The total mill levy shall not exceed that allowed to general powers cities of the first class by Montana law, except that the City Commission may levy not more than ~~two (2)~~ seventeen (17) additional mills for the purpose of providing ~~additional~~ funds for the operation, maintenance and capital needs of the Great Falls Public Library.



# Great Falls Public Library

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

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

1

## What kind of community do we want?

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

2

# Library Mill Levy: Special Election June 6

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

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

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

**Total Mills requested = 15 MILLS ≈ \$1,594,500.00**

**INCREASE THE ANNUAL TAX ON A \$100,000 HOME APPROXIMATELY \$20.25**

**INCREASE THE ANNUAL TAX ON A \$200,000 HOME APPROXIMATELY \$40.50**

3

## Library Crossroads

### Mill Levy Passes:

#### Funding for increased staff and services

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

### Mill Levy Doesn't Pass:

#### Limited funding resulting in decreased staff and services

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

4

## ESTIMATED Budget Revenue:

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

5

## ESTIMATED Budget Expenses: **PASSES**

Library Expenses			
	CURRENT	PASSES	FAILS
PERSONNEL SERVICES	\$ 1,261,712.00	\$ 2,128,449.33	\$ 1,198,456.51
SUPPLIES	\$ 25,900.00	\$ 40,250.00	\$ 26,500.00
PURCHASED SERVICES	\$ 163,272.00	\$ 257,450.00	\$ 167,750.00
OTHER	\$ 450.00	\$ 450.00	\$ 450.00
INTERNAL SERVICE CHARGES	\$ 118,785.00	\$ 141,865.24	\$ 125,912.10
<b>EXPENSES TOTAL</b>	<b>\$ 1,570,119.00</b>	<b>\$ 2,568,464.57</b>	<b>\$ 1,519,561.66</b>

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

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

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

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

6

# ESTIMATED Budget Expenses: DOESN'T PASS

Library Expenses			
	CURRENT	PASSES	FAILS
PERSONNEL SERVICES	\$ 1,261,712.00	\$ 2,128,449.33	\$ 1,198,456.51
SUPPLIES	\$ 25,900.00	\$ 40,250.00	\$ 26,500.00
PURCHASED SERVICES	\$ 163,272.00	\$ 257,450.00	\$ 167,750.00
OTHER	\$ 450.00	\$ 450.00	\$ 450.00
INTERNAL SERVICE CHARGES	\$ 118,785.00	\$ 141,865.24	\$ 125,912.10
EXPENSES TOTAL	\$ 1,570,119.00	\$ 2,568,464.57	\$ 1,519,561.66

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

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

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

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

7

## Library Mill Levy: Special Election June 6

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

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**Total Mills requested = 15 MILLS ≈ \$1,594,500.00**

**INCREASE THE ANNUAL TAX ON A \$100,000 HOME APPROXIMATELY \$20.25**  
**INCREASE THE ANNUAL TAX ON A \$200,000 HOME APPROXIMATELY \$40.50**

8

# Questions

### Testimony in Favor of Mill Levy for Great Falls Public Library

Hello. My name is Jessica Crist, and I am a Great Falls resident. I am also a Trustee of the Great Falls Public Library. I consider the Great Falls Public Library to be one of the most significant institutions in our community, serving young and old, privileged and disadvantaged, able-bodied and challenged. I am so proud of the Great Falls Public Library and all that it does for our community. But a Library cannot exist on air. It takes funding. Public funding.

In 1967 Great Falls pulled together and built a new Library and funded the staffing for it. But we cannot rest on our laurels from last century. Libraries are expected to do much more than they were a half century ago. And that takes staffing and maintenance. Every year the costs for the Library go up. Cost of living for staff is not stagnant. Maintenance on a beautiful but aging building adds up. Paying for the services that the City of Great Falls provides is non-negotiable. The Library needs more funding to keep doing what it is already doing for the people of Great Falls and the surrounding communities.

I know that many people automatically balk when they are faced with increased taxes. But taxes are how we put our money together for the sake of the whole community, to make it better. We are currently underfunding our Library, particularly when compared with other communities in Montana. The average per capita funding for libraries in Montana is \$31. In Great Falls we spend \$19 per capita. We can do better.

I know that people worry about inflation, about housing costs, grocery costs, health care costs. But the mill levy for the Library, when spread across the whole community, is relatively insignificant. And I would argue that in times of economic uncertainty, the public library is needed more than ever. Where else can you borrow books, access e-books, listen to stories, get a document notarized, have a place to warm up or cool down, find free wifi, have access not only to the resources in the building, but to libraries across the state? Nowhere.

I urge the City Commission to support putting a Library mill levy on the ballot for a community vote.

Jessica Crist  
401 4th Avenue North  
Great Falls, MT 59401  
406 868 7658  
crist.jessica@gmail.com

**From:** [Lisa C. Kunz](#)  
**To:** [Krista Artis](#)  
**Subject:** FW: [All City Commissioners] Great Falls Library Mill Levy  
**Date:** Tuesday, February 14, 2023 8:27:50 AM

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Please include in Feb 21 agenda packet for Ordinance 3254.

Thank you.

*Lisa Kunz*

City Clerk/Records Manager

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**From:** City of Great Falls Montana <greatfalls-mt@municodeweb.com>  
**Sent:** Sunday, February 12, 2023 5:18 PM  
**To:** City Commissioners <CityCommissioners@greatfallsmt.net>  
**Subject:** [All City Commissioners] Great Falls Library Mill Levy

Sue Tice ([mudskipper48@gmail.com](mailto:mudskipper48@gmail.com)) sent a message using the contact form at <https://greatfallsmt.net/>.

I am against this mill levy. Less people are using the library now as most people read books/research on line. Also, the library has become political, ie., funding a Gay Pride Parade, inviting transvestites to come in and read to children. Also displaying books about LGBTQ in the children's section. The children's book titled, "Heather Has Two Mommies" is confusing & misleading biologically. I would state unequivocally.... Heather has a Daddy somewhere. I suggest that the library do a one year study on usage, service to our community to justify their mill levy with facts & figures. The Great Falls library is not a safe space now as mentally ill homeless roam around inside & outside ... unvaccinated, unbathed, drunk or drugged. Homeless spread HIV, Covid, scabies, other parasites. I realize homelessness is a problem in all communities, but the remedy is not to shelter them in our public library. Doing that actually prevents them from getting the help they need. The library wants to hire a social worker and security guards with this mill levy? That is a repeat of services already offered in other places in Great Falls, ie., Great Falls Rescue Mission, Etc. and Great Falls Police Dept. I would not pass this mill levy at this time.



**From:** [Lisa C. Kunz](#)  
**To:** [Krista Artis](#)  
**Subject:** FW: Library mill levy proposal  
**Date:** Thursday, February 16, 2023 8:47:02 AM

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-----Original Message-----

From: Sandra Rice <[sandylovesbooks@gmail.com](mailto:sandylovesbooks@gmail.com)>  
Sent: Thursday, February 16, 2023 8:40 AM  
To: commission <[commission@greatfallsmt.net](mailto:commission@greatfallsmt.net)>  
Subject: Library mill levy proposal

I apologize that I am unable to attend the 2/21 Commission meeting.

Neighborhood Council #7 met on Monday, February 13. At that meeting, the following motion was made, seconded and passed unanimously.

“Recognizing that the Great Falls Public Library is a vital and essential part of Neighborhood Council #7 and the City of Great Falls, I move that Neighborhood Council #7 support the proposed library mill levy.”

Motion made by Trevor Mikkelsen, seconded by Sandra Rice and passed unanimously.

All members of NC7 are Great Falls residents. The Library is located within the NC7 boundaries.

Thank you for your time and attention.  
Sandra Rice, Secretary, Neighborhood Council #7

Sent from my iPhone



Commission Meeting Date: February 21, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Professional Services Agreement Award for GFPD Evidence Building Project, OF 1684.3

**From:** Sylvia Tarman, ARPA Project Manager

**Initiated By:** Police Department, Finance Department, Public Works

**Presented By:** Sylvia Tarman, ARPA Project Manager

**Action Requested:** Award Professional Services Agreement to BSpark Architecture

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) a Professional Services Agreement with BSpark Architecture for the GFPD Evidence Building, in the amount of \$455,597.50, utilizing American Rescue Plan Act funds, and (authorize/not authorize) the City Manager to execute the contract documents.”

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

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**Staff Recommendation:** Staff recommends that the City Commission award the Professional Services Agreement to BSpark Architecture.

**Summary:** The City of Great Falls has completed a pre-design study to evaluate the optimal design options to complete an addition onto the current GFPD building. Based on the options identified in the study, and taking into account the priorities of the City Commission, City staff put out a Request for Proposals for a comprehensive design package, including bidding and construction phase services. BSpark Architecture, who also completed the pre-design study, provided a comprehensive proposal for design services. City staff vetted and reviewed the proposal, and recommends that the City Commission award the Professional Services Agreement to BSpark.

**Background:** The current space for evidence processing at the GFPD is quickly running out of room to store evidence per the state retention requirements. The GFPD has been evaluating options to increase the space for evidence and vehicle processing for a few years, and put forth the project for consideration using ARPA funds. The GFPD Evidence Building Project was identified as a Tier 1 ARPA project by the City Commission at the April 5, 2022 meeting. Through further investigation, City staff quickly realized that the initial plan for a standalone evidence building was going to be cost prohibitive and would not meet the needs of evidence processing into the future. The City contacted BSpark Architecture to complete a pre-design study to vet the potential options for an addition onto the current GFPD building. The study

included an option to remodel the existing space in the GFPD to gain more space or create a more functional evidence storage area. However, given the current and projected rates of incoming evidence, the study revealed that simply remodeling the existing space would not support the evidence volume beyond the next two years, if that.

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

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

**Project Work Scope** - The scope of the project was generally defined in the background section above. A more detailed definition of the scope is included in BSpark's proposal and "Exhibit A" as attached to the Professional Services Agreement. A copy of the proposal is on file at the City.

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

**Fiscal Impact:** This project will be funded utilizing ARPA funds. The total allocation of the GFPD Evidence Building Project, set by the Commission, is 4.5 million dollars. This Agreement fee is being accounted for as part of the overall budget of the project, so it will not affect any of the other planned ARPA project budgets at this time.

**Alternatives:** The City Commission could vote to not award the Professional Services Agreement at this time.

**Concurrences:** Representatives of the GFPD, Public Works, and Finance Departments have coordinated in development of this proposal.

**Attachments/Exhibits:**

Professional Services Agreement

BSpark Proposal

RFP-Attachment A

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as “City,” and **BSPARK ARCHITECTURE**, 410 Central Ave, Ste. 506, Great Falls, MT, 59401, hereinafter referred to as “Consultant.”

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

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

**2. Term of Agreement:** This Agreement is effective upon the date of its execution. Both parties reserve the right to cancel this Agreement by providing a written thirty (30) day notice to the other party.

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

**4. Payment:** City agrees to pay Consultant at the hourly rate(s) set forth in the Scope of Services, for a total not to exceed amount of FOUR-HUNDRED FIFTY-FIVE THOUSAND, FIVE-HUNDRED NINETY-SEVEN DOLLARS (\$455,597.50) for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

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

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

Consultant shall furnish the City with copies showing one of the following: **(1)** a binder for workers’ compensation coverage by an insurer licensed and authorized to provide workers’

compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

6. **Indemnification:** To the fullest extent permitted by law, Consultant shall fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Consultant's negligence and/or errors or omissions in the performance of this Agreement and Consultant's work on the Construction Project or work of any subcontractor or supplier to Consultant. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the City which would otherwise exist. Consultant's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City. Consultant also waives any and all claims and recourse against the City or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except responsibility for its own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent, according to 28-2-702, MCA. These obligations shall survive termination of this Agreement and the services performed hereunder.

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

**\* Insurance Coverage at least in the following amounts is required:**

- |    |   |   |
|----|---|---|
| 1. | Commercial General Liability<br>(bodily injury and property damage) | \$1,000,000 per occurrence<br>\$2,000,000 aggregate |
| 2. | Products and Completed Operations                                   | \$2,000,000   |
| 3. | Automobile Liability  | \$1,500,000 combined single limit                   |
| 4. | Workers' Compensation   | Not less than statutory limits                      |

- 5. Employers' Liability \$1,000,000
- 6. Professional Liability (E&O) \$1,000,000 per occurrence  
(only if applicable) \$2,000,000 aggregate

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

**\* If a request is made to waive certain insurance requirements, insert the insurance item # and corresponding description from the list above: .**

**Legal reviewer initials:**  **Approved**  **Denied**

**8. Professional Service:** Consultant agrees that all services and work performed hereunder will be accomplished in a professional manner consistent with the professional standard of practice under similar circumstance and in the same location.

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

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

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

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

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

14. **Liaison:** City’s designated liaison with Consultant is **Sylvia Tarman** and Consultant’s designated liaison with City is **Keith Ballantyne**.

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

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

**CITY OF GREAT FALLS, MONTANA**

**BSPARK ARCHITECTURE  
CONSULTANT**

By: \_\_\_\_\_  
**Print Name: Greg Doyone**  
**Print Title: City Manager**  
**Date:**

By:  \_\_\_\_\_  
**Print Name: Keith Ballantyne**  
**Print Title: Consultant**  
**Date: Jan. 31, 2023**

ATTEST:

(Seal of the City)

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

APPROVED AS TO FORM:

By \_\_\_\_\_  
David G. Dennis, City Attorney\*

\* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City



of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.



410 Central Ave #506  
Great Falls, MT 59401

City of Great Falls  
Civic Center  
#2 Park Drive South  
Great Falls, 59403

PROJECT NAME	Project ID#	DATE
Evidence Room+ CD	22045	01/20/2023

REVISED PROPOSAL

Dear Sylvia and project team,

Thank you for meeting with us to review and discuss our proposal.

Please let us know if you have any questions about the contract. We look forward to hearing from you and moving forward with the project. Our revised proposal now includes as-built/record drawing provisions to be delivered electronically for your records. We also included a 5% design contingency to the overall fee proposal, as directed during our meeting. No other changes were made to the project, and no other changes to the scope of work as outlined in our original proposal are being proposed. We are seeking clarification on the proposed electrical service to the new addition, particularly regarding arc fault and emergency power.

We understand that the overall budget for the project totals \$4.5M, all-inclusive. We appreciate that our fee and associated costs make up a significant portion of this overall cost, so we will build this into the cost estimating for the work. We also appreciate the Commission's adversity to Change Orders, as we share that concern. We will work diligently to ensure you are well-informed about progress, key decisions and circumstances as we work to assure the best possible outcome.

Sincerely,

Keith Ballantyne, Principal

Description	Duration	Proposed
<p>Schematic Design</p> <p>Design options and explore pro's and con's with client until design converges to the option to move forward with. Update Budget based on Conceptual Design.</p>	1 pcs	53,437.50
<p>Design Development</p> <p>We take the winning design from SD, and dial in items like structural and mechanical systems to make everything work together. We will also ask for specifications and sizes of any remaining furnishings and equipment you specify to make sure they fit. At the conclusion of this phase you will get a plan set with actual dimensions.</p>	1	106,875.00
<p>Construction Documents</p> <p>Details, Code compliance, final material and product selections, and all dimensions to facilitate easy bidding and construction.</p>	1	171,000.00
<p>Bidding Phase</p> <p>Meet with builders, or post for public (or invited bidders) on the Builders Exchange. Communication throughout the process and assistance with construction contract draft.</p>	1	10,687.50
<p>Contract Administration</p> <p>Construction Phase Services that include review of RFIs (construction questions or issues that arise). Review and approval of payment applications. Assurance building is occurring in relation to bid documents</p>	1 hour	85,500.00
<p>As-Built Documentation</p> <p>Compile revisions during construction into final CAD documents. Includes MEP, ICT, Architectural and Civil. Deliver in electronic format.</p>	1	6,450.00
<p>Add Service Contingency</p> <p>5% as directed by Owner - Contingency for additional services (architectural, interiors, structural, mechanical, electrical, AV, or other)</p>	0.05 %	21,647.50
	<b>Subtotal:</b>	<b>455,597.50</b>
	Tax:	0.00
	<b>Total (USD):</b>	<b>455,597.50</b>

**Additional Services & Hourly Rates:**

Additional services shall be approved in writing (email or similar) prior to performing work. Additional architectural services exceed the scope and deliverables detailed above and will be billed hourly at hourly rates at the time of service.

Current hourly rates (issued Nov 2022) are defined below:

Principal	\$212/hour
Architect II	\$173/hour
Architect I	\$125/hour
Senior Designer	\$116/hour
Design Support	\$96/hour
Administration	\$72/hour

~~Specialty Engineering (Civil, Structural, Mechanical, Electrical, Plumbing and other Engineers): 1.2 x Cost.  
Other Expenses not included below (for example, major printing and scanning, advertisements, plan review fees): 1.1 x Cost~~

**Notes:**

- By issuing this proposal we are temporarily reserving the capacity to dedicate major resources to your project. Please note that we can only guarantee the terms and conditions described in this proposal for 10 days after receipt.
- All additional services are to be explicitly communicated and approved via email prior to the commencement of applicable work.
- Please comment, edit, or ask any questions you may have.

**Payment terms:** As outlined in City of Great Falls Professional Services Agreement

~~Client agrees to pay a \$3,000 retainer of total payments required at time of signed Agreement. Required additional payments due upon receipt of monthly statements. Payments not received within 30 days start accumulating 10% APR. The full retainer amount will be credited towards the final invoice, any remaining overpayment will be returned at that time. Payments are due upon receipt of monthly statements. Payments not received within 30 days start accumulating 10% APR.~~

~~By signing the agreement, Client: City of Great Falls represented by Sylvia Tarman has retained BSPARK (Spark) Architecture to proceed with the request services and agrees to the terms and conditions as set forth in this agreement.~~

<del>Retainer fee due upon signature:</del>	<del>\$3,000</del>
---	--------------------

Proposed by BSPARK Architecture on 01/20/2023: \_\_\_\_\_

**Client:** Special schedule or scope notes:

~~Accepted by Sylvia Tarman~~ \_\_\_\_\_, on \_\_\_\_\_.

## ATTACHMENT A

### SCOPE OF SERVICES

This Scope of Services establishes basic expectations for the Project. If the Consultant proposes a different Scope of Services to this Study, or has additional recommendations, they shall be discussed in the Consultant's proposal.

#### GENERAL SCOPE OF SERVICES

##### Project Overview

The GFPD Evidence Expansion Project will include a comprehensive design package for planning and construction of a new addition to the GFPD building at 112 1st St S., intended to process and store evidence for the police department. The goal of the Project is to complete a comprehensive, construction-level design to enable the city to go out to bid for a qualified construction contractor. The Project will consist of a comprehensive design for an addition to the GFPD building, including covered bays for vehicle processing, addressing structural needs, required upgrades to the utility infrastructure, and necessary site development activities. The City has already contracted a design firm to perform a Preliminary Options Study, in conjunction with GFPD and City staff, to vet design options for the project. The Project Team has identified a preliminary design option that will best serve the needs of the GFPD staff. The Consultant will be responsible for developing the preliminary design option to enable bidding by a qualified construction contractor.

#### GFPD Evidence Expansion Project Scope

1. Design Phase Services
  - a. Project Administration
    - i. Monthly progress reporting and invoicing
  - b. Investigation into, identification of, preparation, coordination, and acquisition of all required permits, including providing estimates for permit fees as needed. The City of Great Falls will pay permitting fees.
  - c. Geotechnical investigation and preparation of geotechnical data report, to determine soil conditions at the building site. The geotechnical firm shall be hired by the Consultant. The geotechnical report should include:
    - i. Standard in-situ soil classifications and logs
    - ii. Standard Penetration Test (SPT) values or evidence based soil bearing pressures (as needed)
    - iii. Depth to water table
    - iv. Recommended foundation design
  - d. Structural investigations of the existing building as needed to adequately design and construct the proposed building expansion
  - e. Hazardous materials or environmental investigations if necessary
  - f. Topographic survey of the site
  - g. Investigation into the necessity of a lot aggregation or lot line adjustment
    - i. If a lot aggregation or lot line adjustment is necessary, prepare, submit, and successfully perform said aggregation or adjustment in conjunction with City Staff
  - h. Comprehensive architectural, mechanical, electrical, structural, and site design.

- i. Submit design review documents and facilitate a design review meeting at the following stages (or similar stages):
      - 1. 30%, 60%, 90%,
    - ii. Develop and submit Opinions of Probable Cost at each stage of review
    - iii. Prepare and submit all necessary permit packages, including responding to agency review comments
    - iv. Prepare final construction drawings
  - i. Preparation of necessary front end project manual documents in accordance with City of Great Falls standard documents including, but not limited to:
    - i. Invitation to Bid
    - ii. Instructions to Bidders
    - iii. Bid Form
    - iv. Construction Agreement
    - v. Bonds
    - vi. Special Provisions
    - vii. Measurement and Payment
    - viii. Standard Contract Forms
    - ix. Prevailing Wage Rates
  - j. Preparation of necessary Technical Specifications
  - k. Prepare a project schedule based on the schedule outlined in the RFP. The project schedule should identify both the design and construction milestone dates, agency review durations, and other key items. Identify potential issues with completing the project by the estimated services end date.
    - l. IT infrastructure design (in coordination with City IT staff)
    - m. Prepare furniture plans in conjunction with City Staff
- 2. Bid Phase Services
  - a. Provide up to ten (10) hard copies plus one digital copy of the complete set of bid documents (Project Manual and Construction Drawings)
  - b. Prepare agendas and minutes for a Pre-Bid meeting. Facilitate the meeting in conjunction with City Staff.
  - c. Review questions from bidders and prepare Bid Addenda as required
  - d. Review received bids and provide a recommendation of award
  - e. Prepare final Opinion of Probable Cost to be provided to the Owner prior to the Pre-Bid Meeting.
- 3. Construction Phase Services
  - a. Review and approve all project submittals, shop drawings, etc.
  - b. Respond to RFIs and update design documents as needed
  - c. Review and administer contractor pay applications
  - d. Provide necessary special inspections
  - e. Provide construction surveying as needed or provide necessary survey information to the contractor
  - f. Provide construction observation and progress inspections as needed, including attendance at regularly scheduled coordination meetings, if necessary, prepare and facilitate the coordination meetings
  - g. Provide construction materials testing as needed
  - h. Facilitate project closeout and prepare as-built drawings as needed
  - i. Provide operation and maintenance manuals and training services as needed
- 4. Miscellaneous Services

- a. Include a miscellaneous services or contingency fee for addressing unforeseen issues or minor owner-driven changes, this is estimated to be 5% to 10% of the total professional services fee



Commission Meeting Date: February 21, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution 10488, “A Resolution Referring Ordinance 3254, An Ordinance Amending Article I, Section 3 of the Charter of the City of Great Falls to Increase the Authorized Additional Mills for Operation, Maintenance and Capital Needs of the Great Falls Public Library from Two (2) Mills To Seventeen (17) Mills” and Submitting Such Charter Amendment to the Electors of the City of Great Falls to Be Conducted at a Special Election to Be Held on June 6, 2023

**From:** Great Falls Public Library

**Initiated By:** Great Falls Public Library

**Presented By:** Susie McIntyre, Library Director

**Action Requested:** Adopt Resolution 10488 – Referring Ordinance 3254 (proposed Charter Amendment re Library Mill Levy Limit) to a Vote of the People

**Suggested Motion:**

1. Commissioner moves:  
 “I move that the City Commission (adopt/deny) Resolution 10488.”
2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

**Staff Recommendation:** Staff recommends that the Commission adopt Resolution 10488.

**Background:**

The Great Falls Public Library is at a crossroads. Our current funding model isn’t adequate to provide the quality Library services that our community deserves. The Library is currently funded at \$19.00 per capita which is well below the Montana average of \$31.00 per capita. Cascade County and the City of Great Falls are currently unable to increase the funds provided to the Library through the existing funding mechanisms.

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



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

The specific purpose of the requested levy is funding assistance for operating and maintenance costs and the request being a levy of 15 mills or approximately \$1,549,500.00 for Library operations; If approved, the annual property tax increase in fiscal year 2023 on a home valued at \$100,000 is approximately \$20.25 per year. The annual property tax increase in fiscal year 2023 on a home valued at \$200,000 is approximately \$40.50 per year.

If the Mill Levy passes, the Library budget will increase from approximately \$1,500,000 to \$2,700,000.

Under Montana law, an amendment to a self-government charter may only be made by submitting the question of the amendment to the electors of the local government. § 7-3-103, MCA. In this type of situation where the local government is itself proposing the charter amendment, the amendment must be proposed by ordinance. The Ordinance being recommended to the Commission for approval here will serve as the procedural vehicle for submitting the proposed Charter amendment to the electors of the City of Great Falls this upcoming June.

The Resolution now before the Commission is simply the mechanism through which (1) the actual ballot language is established and (2) the formal referral of Ordinance 3254 to the Cascade County Election Administrator will be accomplished.

**Significant Impacts:** The passage of a Library Levy will expand Library services for the community including:

- Expand youth services programs including early literacy outreach, school age programming, and college and life preparedness for teens.
- Provide more lifelong learning opportunities including expanded collections, electronic resources and adult and senior programming.
- Restart and expand outreach services including the Homebound program.
- Enhance technology resources including providing Internet access and digital resources
- Expand Library hours to be open seven days a week
- Expand Bookmobile services to six days a week providing more services to daycares, schools and seniors.

The passage of a Library Levy would also eliminate the Library's need for a General Fund Subsidy and enable the City Commission to spend that \$350,000 on other City priorities.

**Fiscal Impact:** The adoption of the proposed Resolution 10488 will refer an amendment to the City's Charter to the electors for approval or rejection. If the electors approve the proposed amendment, City of Great Falls taxpayers would pay an additional 15 Mills (approximately) \$1,549,500.00 to support Library operations. This would raise the Library's operating budget from approximately \$1,500,000 to approximately \$2,700,000 per year. Additionally, the City Commission would no longer provide a general fund subsidy of \$350,000 per year to the Library allowing for those funds to be invested in other City priorities.

The special election is estimated to cost \$48,000. The Library will use Library Fund dollars to pay for the cost of the election

**Alternatives:** If the Commission chooses to not approve the proposed Resolution, the proposed Charter amendment will not be referred to the electors in June and the current language of the Charter will remain intact. This would leave the current funding for the Library in place resulting in an estimated Library budget shortfall for FY2024 of at least \$120,000. In order to balance the budget, the Library would need to reduce staffing which would result in reduced Library hours and services. The reduction in Library hours will take the Library below the minimum of 50 hours open per week required by the Montana Public Library Standards which would mean that the Library would not qualify for the Montana State Library per capita funding of approximately \$30,000.00.

**Concurrences:**

City Manager's Office  
Library Board of Trustees  
Library Foundation Board  
Library Master Plan 2022

**Attachments/Exhibits:**

Resolution 10488

**RESOLUTION NO. 10488**

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

**WHEREAS**, Article I, Section 3 of the Charter of the City of Great Falls currently provides the City Commission may exceed the total mill levy allowed by Montana law by two (2) additional mills “for the purpose of providing additional funds for the operation, maintenance and capital needs of the Great Falls Public Library;” and

**WHEREAS**, on February 21, 2023, the City Commission adopted Ordinance 3254, an Ordinance to amend the Charter of the City of Great Falls to increase the authorized additional mills for operation, maintenance and capital needs of the Great Falls Public Library from two (2) mills to seventeen (17) mills; and

**WHEREAS**, the City Commission intends to add resources for increased staffing, hours and Bookmobile service; free parking for patrons; additional safety staffing; and, a host of expanded services to provide for an informed, educated and connected community; and

**WHEREAS**, Montana law requires the ordinance to be submitted to a vote of the people; and

**WHEREAS**, a majority of the electors voting on this question must approve the ordinance to amend the Charter of the City of Great Falls; and

**WHEREAS**, the ordinance should be referred to a vote of the people at a special election to be held on June 6, 2023.

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

1. **REFERENCE:** Ordinance No. 3254, being an Ordinance Amending Article I, Section 3 of the Charter of the City of Great Falls to Increase the Authorized Additional Mills for Operation, Maintenance and Capital Needs of the Great Falls Public Library from Two (2) Mills to Seventeen (17) Mills, is hereby referred to a vote of the people at a special election to be held June 6, 2023. A full copy of Ordinance 3254 is attached hereto, marked Attachment “1,” and by this reference is made a part hereof.
2. **FORM OF BALLOT:** The form of the ballot shall be as provided by law and similar to the following:

**Summary:** This ballot measure asks voters to approve or disapprove a permanent annual levy of up to 17 mills to provide for the operation, maintenance and capital needs of the Great Falls Public Library.

**Proposal:** On February 21, 2023, the City Commission of the City of Great Falls adopted Ordinance 3254 referring this ballot measure to the voters. If approved, this ballot measure would amend Article I, Section 3 of the current Charter language as follows:

The total mill levy shall not exceed that allowed to general powers cities of the first class by Montana law, except that the City Commission may levy not more than ~~two (2)~~ seventeen (17) additional mills for the purpose of providing ~~additional~~ funds for the operation, maintenance and capital needs of the Great Falls Public Library.

The foregoing mill levy is permanent and shall continue indefinitely in future fiscal years. This levy is not cumulative, which means the number of mills will not increase over time. This levy is in addition to any other mill levies authorized by Charter or law.

**Residential Property Impact:** If approved, the annual property tax increase in fiscal year 2023 on a home valued at \$100,000 is approximately \$20.25 per year. The annual property tax increase in fiscal year 2023 on a home valued at \$200,000 is approximately \$40.50 per year.

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

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

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

3. **CERTIFICATION:** The City Clerk shall certify this Resolution and Ordinance No. 3254 to the Cascade County Election Official as provided by law.

4. **EFFECTIVE DATE:** This Resolution shall be effective upon adoption.

**PASSED AND ADOPTED** by the City Commission of the City of Great Falls, Montana, this 21<sup>st</sup> day of February, 2023.

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Bob Kelly, Mayor

ATTEST:

---

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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David G. Dennis, City Attorney



Commission Meeting Date: February 21, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution 10493 Intent to Expand the Boundaries of the Great Falls Business Improvement District within the City of Great Falls and set a Public Hearing for April 4, 2023

**From:** Melissa Kinzler, Finance Director

**Initiated By:** Business Improvement District Board of Directors

**Presented By:** Melissa Kinzler, Finance Director and Kellie Pierce, Business Improvement District

**Action Requested:** City Commission Adopt Resolution 10493 and Set Public Hearing Date

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10493 and set a Public Hearing on the Expansion of the Great Falls Business Improvement District for April 4, 2023.”

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

---

**Staff Recommendation:** Staff recommends the City Commission adopt Resolution 10493 and set a public hearing on the Expansion of the Great Falls Business Improvement District for April 4, 2023.

**Background:** Montana Code Annotated (MCA) 7-12-1101 through 7-12-1151 provides statutory authority to the City Commission of the City of Great Falls to expand the boundaries of the Great Falls Business Improvement District (referred to in this part as the District.) Resolution 10493 deals only with the expanded area, and the existing District does not have to be reestablished per MCA 7-12-1112. Adoption of Resolution 10493 will establish the expanded boundaries of the District and will set the public hearing for the Resolution of Expansion (Resolution 10494) to be held on April 4, 2023.

The Great Falls Business Improvement District in the City of Great Falls was originally created in May 1989, re-created in July 1999, again in July 2009, and most recently in February 2019. Section 7-12-1141, MCA specifies that a Business Improvement District shall not be for a period longer than ten (10) years unless the duration of the District is extended in compliance with the provision for the creation of the District.

The City of Great Falls has been presented with petitions signed by 65.65% of the property owners within the proposed expanded areas to be included in the District. Pursuant to MCA 7-12-1111 **Establishment or expansion of district.** “(1) Upon receipt of a petition signed by the owners of more than 60% of the

area of the property proposed in the petition to be included in a district or in the expansion of a district, a governing body shall establish a district or expand a district as provided in this part.”

The proposed expanded boundaries of the District are shown on the map attached as Exhibit “A” and more precisely described on Exhibit “B” attached to the Resolution and made a part hereof.

Upon adoption of Resolution 10493, notices will be sent to the property owners as well as a legal notice printed in the Great Falls Tribune per MCA 7-12-1112. The public hearing for the expansion of the District is scheduled for April 4, 2023, 7:00 p.m. in the Commission Chambers.

The City Commission for the City of Great Falls has determined that the Great Falls Business Improvement District promotes the health, safety, prosperity, security and general welfare of the inhabitants of the City of Great Falls and has determined the District provides special benefits to those properties located within its boundaries.

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

**Alternatives:** The City Commission could choose to not set the public hearing and thereby deny the adoption of Resolution 10493 to Expand the Boundaries of the Great Falls Business Improvement District.

**Concurrences:** Representatives from the Finance Department have been assisting the Great Falls Business Improvement District Board of Directors on the expansion of the District.

**Attachments/Exhibits:**

Resolution 10493 w/Exhibits

*A – Map of Proposed Expansion of the District*

*B – District Boundary description*

*C – Estimated District Assessment with the newly expanded area*

*D – Legal Notice of Publication*

*E – Letter to Property Owners within the newly expanded area*

Final Ballots to Expand BID – 65.65% in favor

**RESOLUTION NO. 10493**

**A RESOLUTION DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXPAND THE BOUNDARIES OF THE GREAT FALLS BUSINESS IMPROVEMENT DISTRICT WITHIN THE CITY OF GREAT FALLS, MONTANA; DESCRIBING THE BOUNDARIES THEREOF AND ESTABLISHING THE COST TO BE ASSESSED AGAINST THE BENEFITED PROPERTIES**

**WHEREAS**, the City Commission of the City of Great Falls is authorized to create and administer a Business Improvement District as provided by 7-12-1101 through 7-12-1151 MCA; and,

**WHEREAS**, the City Commission of the City of Great Falls originally created the Great Falls Business Improvement District (referred to as District) in May 1989, re-created it in 1999, 2009, and 2019; and,

**WHEREAS**, the City Commission of the City of Great Falls according to Section 7-12-1141, MCA specified that a Business Improvement District shall not be for a period longer than ten (10) years unless the duration of the District is extended in compliance with the provisions for the creation of the District; and,

**WHEREAS**, in accordance with 7-12-1111(1) MCA, the City of Great Falls has been presented with petitions signed, and on file with the City Clerk, by 65.65% of the property owners in the expanded boundary which exceeds the statutorily required 60%, of the area of the property to be included in the Business Improvement District. The expanded boundary areas are shown on the map attached as Exhibit "A" and as described on Exhibit "B" and which by this reference is made a part hereof; and,

**WHEREAS**, in accordance with 7-12-1102 MCA, the City Commission for the City of Great Falls, Montana has determined the Great Falls Business Improvement District promotes the health, safety, prosperity, security and general welfare of the inhabitants of the City of Great Falls and the proposed District and provides special benefits to the properties located within the boundaries of the District.

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

Section 1

That the City Commission for the City of Great Falls, Montana intends to expand the boundaries of the Great Falls Business Improvement District pursuant to Section 7-12-1112, et seq., MCA, for the purpose and with the powers provided for in the State Statutes.



## Section 2

Said Great Falls Business Improvement District would have boundaries as shown on the attached Exhibit “A” and as described on the attached Exhibit “B” which, by this reference, is made a part thereof, provided, however, that all property owned by the United States Federal Government pursuant to federal prohibition on state or local entities imposing assessments on federal government is specifically excluded from the Business Improvement District and is exempt from its assessments.

## Section 3

Since the re-creation of the Great Falls Business Improvement District in 2019, there have been several projects and programs implemented by the District to help make the historic downtown clean, safe and vibrant. The businesses downtown have seen and witnessed the expansion of multiple businesses, a stronger tax base, redevelopment and employment opportunities that have attracted more people to the heart of the District and those businesses are wanting to be included within the District. The expansion of the Great Falls Business Improvement District will help include those properties.

## Section 4

The City Commission of the City of Great Falls hereby finds and determines that all real estate situated within the boundaries of said District will be especially benefited and affected by such improvements, and that all property included within the District is hereby declared to be the property to be assessed for the cost and expense of making said improvements.

The assessment formula has been presented to the new property owners within the expanded boundaries and recommended to the City Commission as follows:

- a flat fee of \$200.00 for each lot or parcel without a Land Use Code of 125
- a flat fee of \$50.00 for each lot or parcel with a designated Land Use Code of 125, which is a Residential Condominium
- an assessment of \$.00165 times the market valuation as provided by the Montana Department of Revenue, and an
- assessment of \$.015 times the square footage of the land area.

The assessable area and related costs for each lot or parcel of land to be included within the District’s boundaries are shown on Exhibit “C” attached and made a part hereof.

## Section 5

In accordance with § 7-1-4127, MCA, the City Clerk is hereby authorized and directed to publish notice of Resolution 10493 Exhibit “D”, the Intent to Expand the Boundaries of the Great Falls Business Improvement District for the purpose of expanding said District and setting a Public Hearing for April 4, 2023.

The City Clerk is hereby further directed to mail a copy of said notice to the owners of all the lots, blocks, pieces or parcels of land included within the boundaries of the proposed expansion of the Great Falls Business Improvement District. Said notice is to be published and mailed on the same date. A copy of the notice to be mailed is attached as Exhibit “E”.

Section 6

On Tuesday the 4<sup>th</sup> of April, 2023, at the City Commission Chambers, Room 206 in the Civic Center, Great Falls, Montana, at 7:00 o'clock p.m., the Commission will conduct a public hearing on the expansion of the Great Falls Business Improvement District and pass upon any written protests timely filed against the expansion of the District.

Within 15 days after the date of the first publication of the notice of passage of this resolution of expansion, any owner of property liable to be assessed for the cost of the District may make written protest to the City Clerk against the expansion of the District to be assessed or both.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this \_\_\_\_ day of February, 2023.

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

ATTEST:

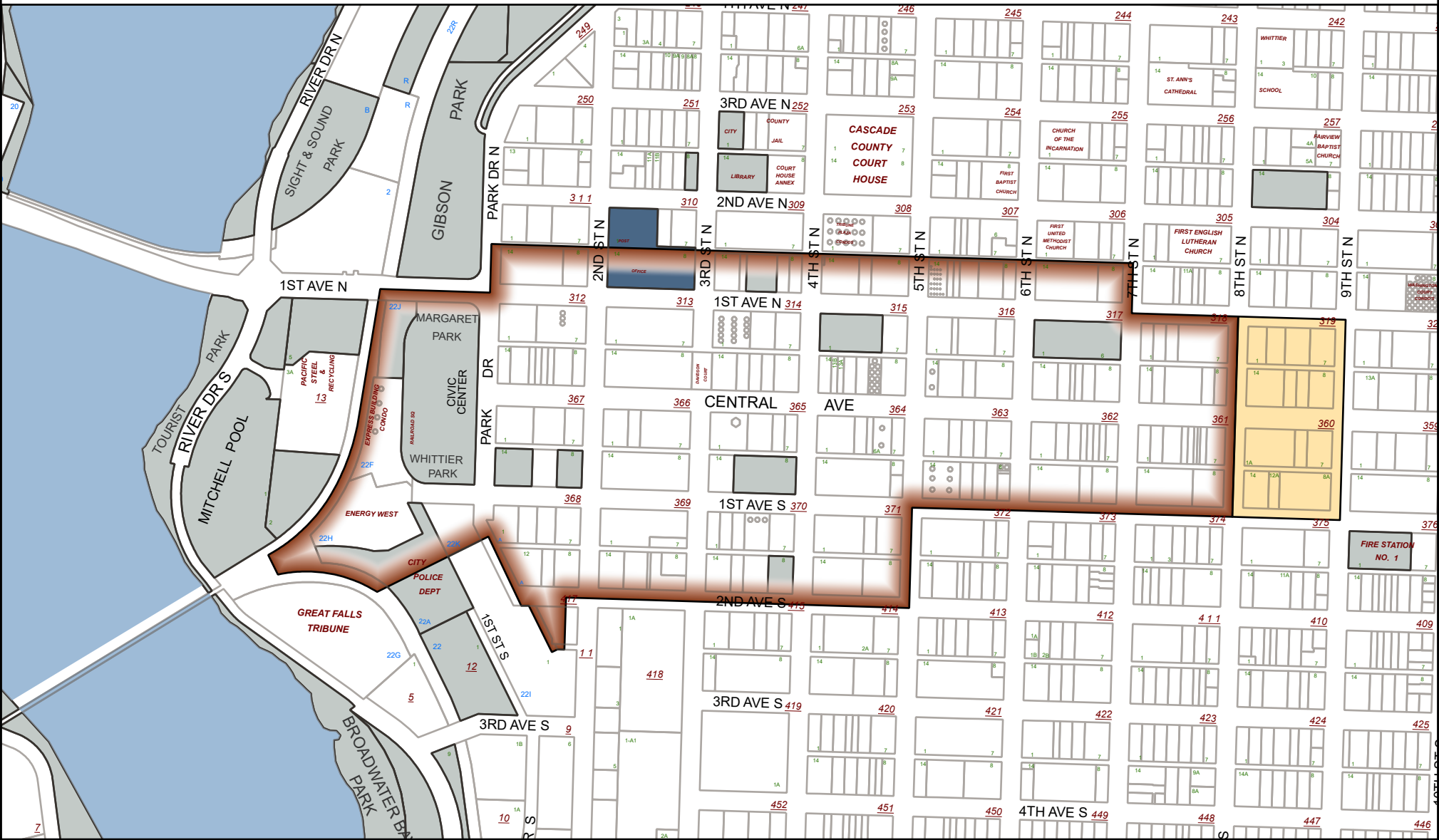
\_\_\_\_\_  
Lisa Kunz, City Clerk

(SEAL OF THE CITY)

APPROVED FOR LEGAL CONTENT:

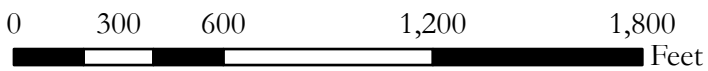
\_\_\_\_\_  
David Dennis, City Attorney

# Exhibit A: Newly Expanded Business Improvement District



- Legend**
- BID
  - City Properties
  - Federal Government Properties
  - Expanded BID

2/7/2023



Map exhibit is for reference only and is not survey grade. For questions, please contact the City of Great Falls Mapping & GIS Department.

***City of Great Falls***  
***Business Improvement District***

**Exhibit B**

**Proposed Expanded Boundary Description**

(This is not a survey...Generated from Exhibit A of Resolution)

**Point of Beginning:** Beginning at the intersection of the centerline of Park Drive North and the centerline of 1<sup>st</sup> Avenue North; thence north to the intersection of the centerline of Park Dr. N and the extended centerline of 2<sup>nd</sup> Alley North; thence east along the centerline of 2<sup>nd</sup> Alley North to its intersection with the centerline of 7<sup>th</sup> Street North; thence south along the centerline of 7<sup>th</sup> Street North to its intersection with the centerline of 1<sup>st</sup> Avenue North; thence east along the centerline of 1<sup>st</sup> Avenue North to its intersection with the centerline of 9<sup>th</sup> Street North; thence south along the centerline of 9<sup>th</sup> Street North to its intersection with the centerline of 1<sup>st</sup> Avenue South; thence west along the centerline of 1<sup>st</sup> Avenue South to its intersection with the centerline of 5<sup>th</sup> Street South; thence south along the centerline of 5<sup>th</sup> Street South to its intersection with the centerline of 2<sup>nd</sup> Avenue South; thence west along the centerline of 2<sup>nd</sup> Avenue South to a point 50 feet west of the extended east boundary line of Lot 1, Block 417, GFO; thence south along a line 50 feet west and parallel to the east boundary line of Lot 1, Block 417, GFO to its intersection with the south R/W line of 3<sup>rd</sup> Alley South; thence west along the south R/W line of 3<sup>rd</sup> Alley South and southwest along the north boundary line of Lot 1, Block 11, Broadwater Bay Business Park (BBP) to a point 25 feet southwest of the east R/W line of 3<sup>rd</sup> Alley South; thence northwest along a line 25 feet southwest of and parallel to the east R/W line of 3<sup>rd</sup> Alley South to its intersection with the south R/W line of 2<sup>nd</sup> Avenue South; thence west along the south R/W line of 2<sup>nd</sup> Avenue South to a point 30 feet west of its intersection with the extended centerline of Park Drive South; thence northwest along the centerline of Park Drive South to its intersection with the extended south boundary line of the tract of land described as Mark 22K in NE ¼ of Sect. 11, Township 20N, Range 3E; thence southwest along the extended south boundary line of the Mark 22K tract of land to its intersection with the centerline of the BNSF Railroad; thence west along the centerline of the BNSF Railroad to the intersection of the centerline of BNSF Railroad's north-south track split; thence north along the centerline of the north track of the BNSF Railroad to its intersection with the centerline of 1<sup>st</sup> Avenue North; thence west along the centerline of 1<sup>st</sup> Avenue North to its intersection with the centerline of Park Drive North and the point of beginning.

GREAT FALLS BUSINESS IMPROVEMENT DISTRICT

RESOLUTION #10493 - EXHIBIT "C"

PARCEL NO.	PROPERTY OWNER	SUB DIV	Land Use Code (125)	FLAT FEE	TOTAL SQ.FT.	SQ.FT. COST 0.015	*MARKET VAL. LAND	*MARKET VAL. IMPS.	VALUATION TOTAL	VALUATION COST 0.00165	TOTAL B.I.D. ANNUAL ASSESSMENT
1	156750 CHS INC	GFO		\$ 200	15,000	\$ 225.00	82,125	514,420	596,545	\$ 984.30	\$ 1,409.30
2	156950 COMMUNITY HEALTH CARE CENTER INC	GFO		\$ 200	37,500	\$ 562.50	115,875	589,725	705,600	\$ 1,164.24	\$ 1,926.74
3	157400 COX DOUGLAS J & KENT D	GFO		\$ 200	7,500	\$ 112.50	48,375	172,025	220,400	\$ 363.66	\$ 676.16
4	157450 517 LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	594,260	659,510	\$ 1,088.19	\$ 1,513.19
5	157500 RYSTED PETER L LIVING TRUST	GFO		\$ 200	11,250	\$ 168.75	56,813	201,787	258,600	\$ 426.69	\$ 795.44
6	157600 KUNZ JASON R	GFO		\$ 200	3,750	\$ 56.25	39,938	278,262	318,200	\$ 525.03	\$ 781.28
7	157650 BRANDENBERGER NED R & JENNIFER	GFO		\$ 200	3,750	\$ 56.25	39,938	44,962	84,900	\$ 140.09	\$ 396.34
8	157750 EASTER SEALS GOODWILL N ROCKY MTN INC	GFO		\$ 200	22,500	\$ 337.50	132,750	2,409,850	2,542,600	\$ 4,195.29	\$ 4,732.79
9	157810 EASTER SEALS GOODWILL N ROCKY MTN INC	GFO		\$ 200	7,500	\$ 112.50	48,375	199,125	247,500	\$ 408.38	\$ 720.88
10	158100 THE PENNANT BUILDING LLC	GFO		\$ 200	7,509	\$ 112.64	48,375	465,025	513,400	\$ 847.11	\$ 1,159.75
11	158150 HANSON MICHAEL	GFO		\$ 200	7,507	\$ 112.61	48,375	323,000	371,375	\$ 612.77	\$ 925.37
12	158250 DESCHENES GARY S ETAL	GFO		\$ 200	4,200	\$ 63.00	40,950	473,850	514,800	\$ 849.42	\$ 1,112.42
13	158300 DSB TOWER LLC	GFO		\$ 200	15,037	\$ 225.56	65,250	17,660	82,910	\$ 136.80	\$ 562.36
14	158950 BIG SKY SELECT PROPERTIES LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	2,261,350	2,326,600	\$ 3,838.89	\$ 4,263.89
15	159150 CAMBRIDGE INVESTORS ONE LP	GFO		\$ 200	37,546	\$ 563.19	115,875	1,154,425	1,270,300	\$ 2,096.00	\$ 2,859.19
16	159225 BUCHANAN-BYRNE BUILDING PARTNERSHIP	GFO		\$ 200	22,500	\$ 337.50	82,125	1,191,275	1,273,400	\$ 2,101.11	\$ 2,638.61
17	159450 CENTRAL MONTANA PROPERTIES LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	167,590	215,965	\$ 356.34	\$ 668.84
18	159500 RAMSEY ANN C	GFO		\$ 200	11,250	\$ 168.75	56,813	202,387	259,200	\$ 427.68	\$ 796.43
19	159550 BENSLEY MARJORIE M	GFO		\$ 200	3,750	\$ 56.25	39,938	45,162	85,100	\$ 140.42	\$ 396.67
20	159600 BENSLEY MARJORIE M	GFO		\$ 200	3,750	\$ 56.25	39,938	89,562	129,500	\$ 213.68	\$ 469.93
21	159650 BENSLEY MARJORIE	GFO		\$ 200	3,750	\$ 56.25	39,938	158,590	198,528	\$ 327.57	\$ 583.82
22	159700 CONTEXT LLC	GFO		\$ 200	3,750	\$ 56.25	39,938	197,750	237,688	\$ 392.19	\$ 648.44
23	159725 BUCHANAN-BYRNE BUILDING PARTNERSHIP	GFO		\$ 200	11,295	\$ 169.43	56,813	11,920	68,733	\$ 113.41	\$ 482.83
24	159735 CONTEXT LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	211,225	259,600	\$ 428.34	\$ 740.84
25	159800 RELIGIOUS CONGRATATION OF BERLINER CONG	GFO		\$ 200	52,490	\$ 787.35	149,625	1,421,820	1,571,445	\$ 2,592.88	\$ 3,580.23
26	159850 DAVIDSON INVESTMENTS LLC	GFO		\$ 200	67,500	\$ 1,012.50	214,875	8,711,325	8,926,200	\$ 14,728.23	\$ 15,940.73
27	160300 PASSION & GRIT LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	717,350	782,600	\$ 1,291.29	\$ 1,716.29
28	160450 POBLANO PROPERTIES LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	528,350	593,600	\$ 979.44	\$ 1,404.44
29	160500 321 CENTRAL LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	724,750	790,000	\$ 1,303.50	\$ 1,728.50
30	160550 LERAY PROPERTIES LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	349,225	397,600	\$ 656.04	\$ 968.54
31	160600 METROPOLITAN LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	272,350	320,725	\$ 529.20	\$ 841.70
32	160650 BECKMANS BUILDING LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	337,690	386,065	\$ 637.01	\$ 949.51
33	160900 STOCKMAN BANK OF MONTANA	GFO		\$ 200	15,000	\$ 225.00	65,250	97,710	162,960	\$ 268.88	\$ 693.88
34	160950 BALTHAZAR ENTERPRISES LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	454,250	519,500	\$ 857.18	\$ 1,282.18
35	161050 HACKETT GARRY L & CHERYL D	GFO		\$ 200	7,500	\$ 112.50	48,375	683,910	732,285	\$ 1,208.27	\$ 1,520.77
36	161100 KAUFMAN MARY ANN & IRA M JR	GFO		\$ 200	7,500	\$ 112.50	48,375	402,225	450,600	\$ 743.49	\$ 1,055.99
37	161150 LEE ALAN B	GFO		\$ 200	3,750	\$ 56.25	39,938	119,862	159,800	\$ 263.67	\$ 519.92
38	161200 ENGE RICHARD C	GFO		\$ 200	3,750	\$ 56.25	39,938	66,362	106,300	\$ 175.40	\$ 431.65
39	161250 BIG BROTHERS HOLDING COMPANY LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	299,280	347,655	\$ 573.63	\$ 886.13
40	161300 STOCKMAN BANK OF MONTANA	GFO		\$ 200	15,000	\$ 225.00	65,250	1,642,450	1,707,700	\$ 2,817.71	\$ 3,242.71
41	161450 KELMAN DAVID & ZACHARY	GFO		\$ 200	3,750	\$ 56.25	39,938	90,462	130,400	\$ 215.16	\$ 471.41
42	161600 LITTLE WILLIAM L & SHONNA L	GFO		\$ 200	22,500	\$ 337.50	82,125	480,375	562,500	\$ 928.13	\$ 1,465.63
43	161650 SILVER STATE PARTNERS LLC	GFO		\$ 200	11,250	\$ 168.75	56,813	349,487	406,300	\$ 670.40	\$ 1,039.15
44	161700 MONTANA TIMES SQUARE LLC	GFO		\$ 200	22,500	\$ 337.50	82,125	817,475	899,600	\$ 1,484.34	\$ 2,021.84
45	161750 SHEVA LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	118,690	167,065	\$ 275.66	\$ 588.16
46	161800 HACKETT GARRY L & CHERYL D	GFO		\$ 200	15,000	\$ 225.00	65,250	319,520	384,770	\$ 634.87	\$ 1,059.87
47	162050 STARRY NIGHT HOSPITALITY LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	1,202,100	1,267,350	\$ 2,091.13	\$ 2,516.13
48	162100 TLMF INC	GFO		\$ 200	7,500	\$ 112.50	48,375	115,425	163,800	\$ 270.27	\$ 582.77
49	162150 LARSON EDWARD L	GFO		\$ 200	4,500	\$ 67.50	41,625	59,775	101,400	\$ 167.31	\$ 434.81

GREAT FALLS BUSINESS IMPROVEMENT DISTRICT

RESOLUTION #10493 - EXHIBIT "C"

PARCEL NO.	PROPERTY OWNER	SUB DIV	Land Use Code (125)	FLAT FEE	TOTAL SQ.FT.	SQ.FT. COST 0.015	*MARKET VAL. LAND	*MARKET VAL. IMPS.	VALUATION TOTAL	VALUATION COST 0.00165	TOTAL B.I.D. ANNUAL ASSESSMENT
50	162200 LARSON EDWARD L	GFO		\$ 200	3,000	\$ 45.00	38,250	56,650	94,900	\$ 156.59	\$ 401.59
51	162250 HACKETT GARRY L & CHERYL D	GFO		\$ 200	7,500	\$ 112.50	48,375	770,260	818,635	\$ 1,350.75	\$ 1,663.25
52	162300 COMMUNITY HEALTH CARE CENTER INC	GFO		\$ 200	15,000	\$ 225.00	65,250	202,070	267,320	\$ 441.08	\$ 866.08
53	189100 STROMBERG ROBERT C & MARY D	GFO		\$ 200	45,000	\$ 675.00	132,750	2,061,150	2,193,900	\$ 3,619.94	\$ 4,494.94
54	189150 TUNGSTEN PROPERTIES LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	830,340	878,715	\$ 1,449.88	\$ 1,762.38
55	189200 BEBBINGTON MICHELLE	GFO		\$ 200	7,500	\$ 112.50	48,375	154,625	203,000	\$ 334.95	\$ 647.45
56	189250 SPENCER TIMOTHY W	GFO		\$ 200	3,750	\$ 56.25	39,938	148,160	188,098	\$ 310.36	\$ 566.61
57	189300 NORDRUM ORVILLE M & JOSEPHINE A	GFO		\$ 200	3,750	\$ 56.25	39,938	60,162	100,100	\$ 165.17	\$ 421.42
58	189350 HARRIS DAVID ALLAN	GFO		\$ 200	3,750	\$ 56.25	39,938	141,862	181,800	\$ 299.97	\$ 556.22
59	189400 DEVLIN LLC	GFO		\$ 200	3,750	\$ 56.25	39,938	73,070	113,008	\$ 186.46	\$ 442.71
60	189450 SPENCER TIMOTHY	GFO		\$ 200	7,500	\$ 112.50	48,375	252,525	300,900	\$ 496.49	\$ 808.99
61	189500 CENTER FOR MENTAL HEALTH INC OF GF MT	GFO		\$ 200	15,000	\$ 225.00	65,250	762,050	827,300	\$ 1,365.05	\$ 1,790.05
62	189550 CENTER FOR MENTAL HEALTH INC OF GF MT	GFO		\$ 200	7,500	\$ 112.50	48,375	549,125	597,500	\$ 985.88	\$ 1,298.38
63	189700 FLY AWAY LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	585,650	650,900	\$ 1,073.99	\$ 1,498.99
64	189750 SCHUBARTH SANDRA	GFO		\$ 200	7,500	\$ 112.50	48,375	291,425	339,800	\$ 560.67	\$ 873.17
65	189800 NOISHT PROPERTIES LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	270,625	319,000	\$ 526.35	\$ 838.85
66	189850 WEST HOLLYWOOD COWBOY HOTEL LLC ETAL	GFO		\$ 200	7,500	\$ 112.50	48,375	342,220	390,595	\$ 644.48	\$ 956.98
67	189900 ELMORE ROBERTS LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	2,279,250	2,344,500	\$ 3,868.43	\$ 4,293.43
68	190000 WVH ENTERPRISES LLC	GFO		\$ 200	566	\$ 8.49	32,513	2,110	34,623	\$ 57.13	\$ 265.62
69	190050 KEILMAN & TRUNKLE ENTERPRISES LLC	GFO		\$ 200	5,535	\$ 83.03	43,988	248,612	292,600	\$ 482.79	\$ 765.82
70	190150 ELMORE ROBERTS LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	7,110	55,485	\$ 91.55	\$ 404.05
71	190200 ELMORE ROBERTS LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	7,110	55,485	\$ 91.55	\$ 404.05
72	190250 CENTER FOR MENTAL HEALTH	GFO		\$ 200	7,500	\$ 112.50	48,375	578,370	626,745	\$ 1,034.13	\$ 1,346.63
73	190350 MADILL JASON C & TAMARA L	GFO		\$ 200	67,500	\$ 1,012.50	190,125	1,528,075	1,718,200	\$ 2,835.03	\$ 4,047.53
74	190450 BIG SKY SELECT MIGHT MO LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	326,280	374,655	\$ 618.18	\$ 930.68
75	190500 GREAT FALLS CENTRAL LLC	GFO		\$ 200	3,750	\$ 56.25	39,938	292,620	332,558	\$ 548.72	\$ 804.97
76	190600 M & L RENTALS LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	1,240,680	1,289,055	\$ 2,126.94	\$ 2,439.44
77	190650 SEMANSKY JOHN S & LISA SWAN	GFO		\$ 200	3,750	\$ 56.25	39,938	148,562	188,500	\$ 311.03	\$ 567.28
78	190700 WONG MING & SU	GFO		\$ 200	3,750	\$ 56.25	39,938	197,362	237,300	\$ 391.55	\$ 647.80
79	190800 FIRST BUILDING CORPORATION	GFO		\$ 200	22,500	\$ 337.50	82,125	-	82,125	\$ 135.51	\$ 673.01
80	190950 ATLANTIC FINANCIAL GROUP LTD	GFO		\$ 200	-	\$ -	-	5,267,200	5,267,200	\$ 8,690.88	\$ 8,890.88
81	191050 ALLEY STEPHEN J	GFO		\$ 200	15,000	\$ 225.00	65,250	1,016,440	1,081,690	\$ 1,784.79	\$ 2,209.79
82	191100 WHITE BELLY PROPERTIES LLC	GFO		\$ 200	7,492	\$ 112.38	48,375	596,725	645,100	\$ 1,064.42	\$ 1,376.80
83	191150 JOVICK LEPARD LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	668,625	717,000	\$ 1,183.05	\$ 1,495.55
84	191300 FIRST NATIONAL BANK	GFO		\$ 200	15,000	\$ 225.00	65,250	14,560	79,810	\$ 131.69	\$ 556.69
85	191400 RICHARDS PHILLIP	GFO		\$ 200	15,000	\$ 225.00	65,250	552,450	617,700	\$ 1,019.21	\$ 1,444.21
86	191450 TOVSON LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	279,000	327,375	\$ 540.17	\$ 852.67
87	191500 CYRUS INVESTMENTS LLC	GFO		\$ 200	30,000	\$ 450.00	99,000	1,601,000	1,700,000	\$ 2,805.00	\$ 3,455.00
88	191550 FIRST NATIONAL BANK	GFO		\$ 200	52,500	\$ 787.50	149,625	426,660	576,285	\$ 950.87	\$ 1,938.37
89	191600 MONTANA INSTITUTE OF FAMILY LIVING	GFO		\$ 200	22,500	\$ 337.50	82,125	4,272,120	4,354,245	\$ 7,184.50	\$ 7,722.00
90	191700 MURPHY REAL ESTATE LLC	GFO		\$ 200	18,750	\$ 281.25	73,688	539,612	613,300	\$ 1,011.95	\$ 1,493.20
91	191750 MURPHY TIMOTHY M & DEBORAH S	GFO		\$ 200	11,250	\$ 168.75	56,813	70,687	127,500	\$ 210.38	\$ 579.13
92	191950 MONTANA INSTITUTE OF FAMILY LIVING	GFO		\$ 200	15,000	\$ 225.00	65,250	5,190	70,440	\$ 116.23	\$ 541.23
93	192100 BLANKENSHIP BOBBI	GFO		\$ 200	15,333	\$ 230.00	71,024	1,521,690	1,592,714	\$ 2,627.98	\$ 3,057.97
94	192150 GAELIC PROPERTIES INC	GFO		\$ 200	11,250	\$ 168.75	56,813	446,987	503,800	\$ 831.27	\$ 1,200.02
95	192200 ARVON BLOCK DEVELOPMENT VENTURE LLC	GFO		\$ 200	11,237	\$ 168.56	56,813	2,386,687	2,443,500	\$ 4,031.78	\$ 4,400.33
96	192300 MURPHY REAL ESTATE LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	2,482,250	2,547,500	\$ 4,203.38	\$ 4,628.38
97	192350 WEIGAND JOHN W & PEGGY LOU ETAL	GFO		\$ 200	15,000	\$ 225.00	65,250	797,050	862,300	\$ 1,422.80	\$ 1,847.80
98	192450 JENNINGS LAND LIMITED PARTNERSHIP	GFO		\$ 200	7,500	\$ 112.50	48,375	120,125	168,500	\$ 278.03	\$ 590.53

GREAT FALLS BUSINESS IMPROVEMENT DISTRICT

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PARCEL NO.	PROPERTY OWNER	SUB DIV	Land Use Code (125)	FLAT FEE	TOTAL SQ.FT.	SQ.FT. COST 0.015	*MARKET VAL. LAND	*MARKET VAL. IMPS.	VALUATION TOTAL	VALUATION COST 0.00165	TOTAL B.I.D. ANNUAL ASSESSMENT
99	192500 ODHREACHT PROPERTIES LLC	GFO		\$ 200	20,016	\$ 300.24	74,849	302,270	377,119	\$ 622.25	\$ 1,122.49
100	192700 MURPHY REAL ESTATE LLC	GFO		\$ 200	46,237	\$ 693.56	135,585	40,990	176,575	\$ 291.35	\$ 1,184.90
101	192850 MURPHY REAL ESTATE LLC	GFO		\$ 200	6,229	\$ 93.44	45,540	357,880	403,420	\$ 665.64	\$ 959.08
102	192950 LAWYERS GUNS & MONEY LLC	GFO		\$ 200	9,017	\$ 135.26	51,750	1,153,150	1,204,900	\$ 1,988.09	\$ 2,323.34
103	193050 CTA BUILDING LLP	GFO		\$ 200	12,606	\$ 189.09	59,850	2,540,650	2,600,500	\$ 4,290.83	\$ 4,679.92
104	193100 CTA BUILDING LLP ETAL	GFO		\$ 200	1,800	\$ 27.00	35,550	-	35,550	\$ 58.66	\$ 285.66
105	193150 KELMAN ZOLLIE ETAL	GFO		\$ 200	14,100	\$ 211.50	63,225	207,670	270,895	\$ 446.98	\$ 858.48
106	193200 KELMAN ZOLLIE ETAL	GFO		\$ 200	15,000	\$ 225.00	65,250	803,650	868,900	\$ 1,433.69	\$ 1,858.69
107	193250 WHITE BELLY PROPERTIES LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	238,025	286,400	\$ 472.56	\$ 785.06
108	193300 MARZETTA MICHAEL	GFO		\$ 200	7,500	\$ 112.50	48,375	348,325	396,700	\$ 654.56	\$ 967.06
109	193350 FERRIN WILLIAM E & MARY SUZANNE TRUST	GFO		\$ 200	7,500	\$ 112.50	48,375	315,025	363,400	\$ 599.61	\$ 912.11
110	193450 GREAT FALLS TRANSIT DISTRICT	GFO		\$ 200	15,000	\$ 225.00	65,250	290,520	355,770	\$ 587.02	\$ 1,012.02
111	193550 GREAT FALLS RESCUE MISSION	GFO		\$ 200	15,000	\$ 225.00	65,250	567,830	633,080	\$ 1,044.58	\$ 1,469.58
112	193650 FERRIN WILLIAM E & MARY SUZANNE TRUST	GFO		\$ 200	7,500	\$ 112.50	48,375	250,325	298,700	\$ 492.86	\$ 805.36
113	193700 WHITE BELLY PROPERTIES LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	19,550	84,800	\$ 139.92	\$ 564.92
114	193900 NEIGHBORHOOD HOUSING SERVICES INC	GFO		\$ 200	7,500	\$ 112.50	48,375	17,700	66,075	\$ 109.02	\$ 421.52
115	193950 PLACID RENTALS LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	194,310	259,560	\$ 428.27	\$ 853.27
116	224650 PORTNEY ABBY KELMAN	GFO		\$ 200	19,483	\$ 292.25	77,144	377,856	455,000	\$ 750.75	\$ 1,243.00
117	616205 WHITCOMB BRENDAN	503		\$ 200	574	\$ 8.61	2,897	120,203	123,100	\$ 203.12	\$ 411.73
118	616210 FRANK PLUMLEE FAMILY TRUST	503	125	\$ 50	450	\$ 6.75	2,273	190,327	192,600	\$ 317.79	\$ 374.54
119	616215 HAGAN ROGER A	503	125	\$ 50	308	\$ 4.62	1,557	139,043	140,600	\$ 231.99	\$ 286.61
120	616220 FINLAYSON JAMES D	503	125	\$ 50	291	\$ 4.37	1,471	138,729	140,200	\$ 231.33	\$ 285.70
121	616225 REYNOLDS STEWART W & SARA A	503	125	\$ 50	500	\$ 7.50	2,522	197,878	200,400	\$ 330.66	\$ 388.16
122	616230 SAVAGE JEFFREY J ETAL	503	125	\$ 50	476	\$ 7.14	2,403	192,497	194,900	\$ 321.59	\$ 378.73
123	616235 WHITCOMB BRENDAN	503	125	\$ 50	469	\$ 7.04	2,369	190,431	192,800	\$ 318.12	\$ 375.16
124	616240 BENNETTS MARJORIE	503	125	\$ 50	268	\$ 4.02	1,352	128,348	129,700	\$ 214.01	\$ 268.03
125	616245 KUBAS HEATHER	503	125	\$ 50	416	\$ 6.24	2,102	167,598	169,700	\$ 280.01	\$ 336.25
126	616250 WHITCOMB BRENDAN	503		\$ 200	608	\$ 9.12	3,068	205,032	208,100	\$ 343.37	\$ 552.49
127	616255 WHITCOMB BRENDAN	503		\$ 200	311	\$ 4.67	1,568	65,232	66,800	\$ 110.22	\$ 314.89
128	616260 WHITCOMB BRENDAN	503		\$ 200	441	\$ 6.62	2,227	113,173	115,400	\$ 190.41	\$ 397.03
129	616265 WHITCOMB BRENDAN	503		\$ 200	444	\$ 6.66	2,244	88,356	90,600	\$ 149.49	\$ 356.15
130	616270 COMMUNITY HEALTH CARE CENTER INC	503		\$ 200	574	\$ 8.61	2,897	150,803	153,700	\$ 253.61	\$ 462.22
131	616275 UNDERWOOD JASON M	503	125	\$ 50	450	\$ 6.75	2,273	185,327	187,600	\$ 309.54	\$ 366.29
132	616280 GREEN BROOKS ETAL	503	125	\$ 50	549	\$ 8.24	2,772	199,228	202,000	\$ 333.30	\$ 391.54
133	616285 BISTODEAU JUDY K & GARY	503	125	\$ 50	444	\$ 6.66	2,244	188,856	191,100	\$ 315.32	\$ 371.98
134	616290 YEON JENEE S	503	125	\$ 50	417	\$ 6.26	2,108	179,192	181,300	\$ 299.15	\$ 355.40
135	616295 ROBERTS DUSTIN E	503	125	\$ 50	509	\$ 7.64	2,568	205,632	208,200	\$ 343.53	\$ 401.17
136	616300 JOHNSON CAROLINE B	503	125	\$ 50	416	\$ 6.24	2,102	177,898	180,000	\$ 297.00	\$ 353.24
137	616305 QUINN SUSAN E	503	125	\$ 50	549	\$ 8.24	2,772	198,528	201,300	\$ 332.15	\$ 390.38
138	616310 EULTGEN DARREN & CINDY	503	125	\$ 50	444	\$ 6.66	2,244	188,256	190,500	\$ 314.33	\$ 370.99
139	616315 EULTGEN DARREN & CINDY	503	125	\$ 50	417	\$ 6.26	2,108	177,992	180,100	\$ 297.17	\$ 353.42
140	616320 BURGAN VALERIE G	503	125	\$ 50	509	\$ 7.64	2,568	201,232	203,800	\$ 336.27	\$ 393.91
141	616325 WAKEMAN NORMAN S JR & MELYNN K	503	125	\$ 50	416	\$ 6.24	2,102	177,398	179,500	\$ 296.18	\$ 352.42
142	617100 WILLIAMS DONALD E TRUST ETAL	FP1		\$ 200	6,665	\$ 99.98	42,909	888,191	931,100	\$ 1,536.32	\$ 1,836.29
143	617150 WARD KRAIG ALLAN	FP1		\$ 200	871	\$ 13.07	5,466	197,420	202,886	\$ 334.76	\$ 547.83
144	620650 ROGERS DARYL D	CAP		\$ 200	3,615	\$ 54.23	15,680	89,520	105,200	\$ 173.58	\$ 427.81
145	620660 WILSON THOMAS M JR & KATHLEEN A	CAP		\$ 200	4,574	\$ 68.61	19,869	139,531	159,400	\$ 263.01	\$ 531.62
146	620670 MEADOWLARK HOME CARE LLC	CAP		\$ 200	6,839	\$ 102.59	29,702	135,698	165,400	\$ 272.91	\$ 575.50
147	628625 SEIDLITZ JOHN E JR ETAL	HBC		\$ 200	713	\$ 10.70	17,382	62,618	80,000	\$ 132.00	\$ 342.70

GREAT FALLS BUSINESS IMPROVEMENT DISTRICT

RESOLUTION #10493 - EXHIBIT "C"

PARCEL NO.	PROPERTY OWNER	SUB DIV	Land Use Code (125)	FLAT FEE	TOTAL SQ.FT.	SQ.FT. COST 0.015	*MARKET VAL. LAND	*MARKET VAL. IMPS.	VALUATION TOTAL	VALUATION COST 0.00165	TOTAL B.I.D. ANNUAL ASSESSMENT
148	628630 CORDEIRO CHRIS A	HBC		\$ 200	713	\$ 10.70	17,382	62,618	80,000	\$ 132.00	\$ 342.70
149	647400 A&E RENTALS LLC	EBC		\$ 200	10,336	\$ 155.04	58,498	503,302	561,800	\$ 926.97	\$ 1,282.01
150	647402 UAZ BUILDING PARTNERSHIP	EBC		\$ 200	4,386	\$ 65.79	28,342	288,558	316,900	\$ 522.89	\$ 788.68
151	647404 RAILROAD SQUARE LLC	EBC		\$ 200	11,903	\$ 178.55	63,936	477,264	541,200	\$ 892.98	\$ 1,271.53
152	647406 UAZ BUILDING PARTNERSHIP	EBC		\$ 200	4,699	\$ 70.49	28,719	293,781	322,500	\$ 532.13	\$ 802.61
153	650100 MARTIN SCHULKE & ST JOHN LLP	HBB		\$ 200	10,000	\$ 150.00	33,000	397,160	430,160	\$ 709.76	\$ 1,059.76
154	650200 MARTIN SCHULKE & ST JOHN LLP	HBB		\$ 200	10,000	\$ 150.00	33,000	397,160	430,160	\$ 709.76	\$ 1,059.76
155	650300 MARTIN SCHULKE & ST JOHN LLP	HBB		\$ 200	10,000	\$ 150.00	33,000	397,160	430,160	\$ 709.76	\$ 1,059.76
156	651010 MEYER KATTIE & KIRKLEN A	JHC		\$ 200	936	\$ 14.04	6,037	298,063	304,100	\$ 501.77	\$ 715.81
157	651020 MONTCARE INC	JHC		\$ 200	588	\$ 8.82	3,793	36,630	40,423	\$ 66.70	\$ 275.52
158	651030 CONNER DENNIS & JANIS	JHC		\$ 200	542	\$ 8.13	3,793	124,307	128,100	\$ 211.37	\$ 419.50
159	651040 ROCKET CLONE LLC	JHC		\$ 200	560	\$ 8.40	3,609	151,191	154,800	\$ 255.42	\$ 463.82
160	651050 SUTTON DANNIE R SR	JHC		\$ 200	596	\$ 8.94	3,841	213,059	216,900	\$ 357.89	\$ 566.83
161	651090 NORTH DATA CENTER LLC	JHC		\$ 200	1,430	\$ 21.45	9,225	386,575	395,800	\$ 653.07	\$ 874.52
162	651100 OLSON KENNETH R & ILINDA M ETAL	JHC		\$ 200	2,770	\$ 41.55	4,044	224,256	228,300	\$ 376.70	\$ 618.25
163	651115 MARR LIVING TRUST	LJC	125	\$ 50	474	\$ 7.11	3,096	385,704	388,800	\$ 641.52	\$ 698.63
164	651120 MCCURRY BEATRICE C	LJC	125	\$ 50	474	\$ 7.11	3,096	240,304	243,400	\$ 401.61	\$ 458.72
165	651125 SALONEN WILLIAM W & SUSAN L	LJC	125	\$ 50	474	\$ 7.11	3,096	220,404	223,500	\$ 368.78	\$ 425.89
166	651501 L'HEUREUX PAGE WERNER PC	KAT		\$ 200	7,601	\$ 114.02	29,779	739,121	768,900	\$ 1,268.69	\$ 1,582.70
167	651502 MONTANA HOMEOWNERSHIP NETWORK INC	KAT		\$ 200	1,668	\$ 25.02	6,603	163,897	170,500	\$ 281.33	\$ 506.35
168	651503 SILVERTIP LLC	KAT		\$ 200	2,224	\$ 33.36	8,870	220,130	229,000	\$ 377.85	\$ 611.21
169	651504 NEIGHBORHOOD HOUSING SERVICES INC	KAT		\$ 200	1,112	\$ 16.68	4,369	126,770	131,139	\$ 216.38	\$ 433.06
170	651505 NEIGHBORHOOD HOUSING SERVICES INC	KAT		\$ 200	2,966	\$ 44.49	11,621	288,479	300,100	\$ 495.17	\$ 739.66
171	651506 NEIGHBORHOOD HOUSING SERVICES INC	KAT		\$ 200	2,966	\$ 44.49	20,884	518,416	539,300	\$ 889.85	\$ 1,134.34
172	1888310 MCMANUS PROPERTIES LLC	T20N, R3E		\$ 200	31,363	\$ 470.45	102,067	694,280	796,347	\$ 1,313.97	\$ 1,984.42
173	1921200 NORTHWESTERN CORP TRANSMISSION & DISTR	GF		\$ 200	26,250	\$ 393.75	-	2,331,129	2,331,129	\$ 3,846.36	\$ 4,440.11
174	1921700 CENTURYLINK INC	GF		\$ 200	30,000	\$ 450.00	-	1,347,657	1,347,657	\$ 2,223.63	\$ 2,873.63
175	2019175 ENERGY WEST MONTANA INC	GF		\$ 200	91,000	\$ 1,365.00	-	3,827,425	3,827,425	\$ 6,315.25	\$ 7,880.25
176	2020119 DSB TOWER LLC	DSB		\$ 200	15,000	\$ 225.00	8,212	321,556	329,768	\$ 544.12	\$ 969.12
177	2020120 DSB TOWER LLC	DSB		\$ 200	5,944	\$ 89.16	5,749	282,378	288,127	\$ 475.41	\$ 764.57
178	2020121 FRANCIS MARIE PSALM 27:17 LLC	DSB		\$ 200	9,056	\$ 135.84	9,034	1,023,349	1,032,383	\$ 1,703.43	\$ 2,039.27
179	2020122 SCHULTE DIRK AGENCY	DSB		\$ 200	5,483	\$ 82.25	5,749	355,028	360,777	\$ 595.28	\$ 877.53
180	2020123 DSB TOWER LLC	DSB		\$ 200	2,831	\$ 42.47	2,956	106,827	109,783	\$ 181.14	\$ 423.61
181	2020124 DSB TOWER LLC	DSB		\$ 200	2,797	\$ 41.96	2,546	102,920	105,466	\$ 174.02	\$ 415.97
182	2020125 DSB TOWER LLC	DSB		\$ 200	1,862	\$ 27.93	1,971	70,448	72,419	\$ 119.49	\$ 347.42
183	2020126 KSJ PROPERTIES LLC	DSB		\$ 200	6,083	\$ 91.25	5,749	539,651	545,400	\$ 899.91	\$ 1,191.16
184	2020127 DSB TOWER LLC	DSB		\$ 200	1,914	\$ 28.71	1,889	117,395	119,284	\$ 196.82	\$ 425.53
185	2020128 DSB TOWER LLC	DSB		\$ 200	2,153	\$ 32.30	2,135	68,805	70,940	\$ 117.05	\$ 349.35
186	2020129 DSB TOWER LLC	DSB		\$ 200	2,491	\$ 37.37	2,464	79,578	82,042	\$ 135.37	\$ 372.73
187	2020130 GILLEON RESERVATION LLC	DSB		\$ 200	5,618	\$ 84.27	5,749	271,828	277,577	\$ 458.00	\$ 742.27
188	2020131 DSB TOWER LLC	DSB		\$ 200	12,641	\$ 189.62	16,836	516,318	533,154	\$ 879.70	\$ 1,269.32
189	2020134 DSB TOWER LLC	DSB		\$ 200	7,023	\$ 105.35	11,087	281,880	292,967	\$ 483.40	\$ 788.74
190	2020190 HANSERJAC LLC	JHC		\$ 200	3,525	\$ 52.88	5,142	215,658	220,800	\$ 364.32	\$ 617.20
191	2020196 STSA PARTNERS LLC	FBC		\$ 200	8,455	\$ 126.83	45,664	179,340	225,004	\$ 371.26	\$ 698.08
192	2020197 HICKS ENDEAVORS LLC	FBC		\$ 200	2,165	\$ 32.48	11,416	114,184	125,600	\$ 207.24	\$ 439.72
200	162350 H & H APARTMENTS LLC			\$ 200	7,500	\$ 112.50	48,375	405,425	453,800	\$ 748.77	\$ 1,061.27
201	162400 HELSETH & MYERS RENTALS			\$ 200	7,500	\$ 112.50	48,375	218,225	266,600	\$ 439.89	\$ 752.39
202	162450 SPECIAL OLYMPICS MONTANA INC			\$ 200	7,500	\$ 112.50	48,375	311,525	359,900	\$ 593.84	\$ 906.34
203	162500 JOSEPH SANTANA PROPERTIES LLC			\$ 200	29,969	\$ 449.54	99,000	615,590	714,590	\$ 1,179.07	\$ 1,828.61



GREAT FALLS BUSINESS IMPROVEMENT DISTRICT

RESOLUTION #10493 - EXHIBIT "C"

PARCEL NO.	PROPERTY OWNER	SUB DIV	Land Use Code (125)	FLAT FEE	TOTAL SQ.FT.	SQ.FT. COST 0.015	*MARKET VAL. LAND	*MARKET VAL. IMPS.	VALUATION TOTAL	VALUATION COST 0.00165	TOTAL B.I.D. ANNUAL ASSESSMENT	
204	162700 DUTT GORDON R & FRANCES S TRUST ETAL			\$ 200	7,500	\$ 112.50	48,375	203,625	252,000	\$ 415.80	\$ 728.30	
205	162750 MTC LIFESTYLE LLC			\$ 200	7,500	\$ 112.50	48,375	140,000	188,375	\$ 310.82	\$ 623.32	
206	162900 CITY BAR INC			\$ 200	22,477	\$ 337.16	82,125	321,740	403,865	\$ 666.38	\$ 1,203.53	
207	162950 CITY BAR INC			\$ 200	7,500	\$ 112.50	48,375	82,720	131,095	\$ 216.31	\$ 528.81	
208	163000 L & E DEVELOPMENT INC			\$ 200	7,500	\$ 112.50	48,375	8,100	56,475	\$ 93.18	\$ 405.68	
209	188500 BIG SKY DEVELOPMENT ENTERPRISES INC			\$ 200	7,500	\$ 112.50	48,375	50,525	98,900	\$ 163.19	\$ 475.69	
210	188550 BIG SKY DEVELOPMENT ENTERPRISES INC			\$ 200	7,500	\$ 112.50	48,375	8,150	56,525	\$ 93.27	\$ 405.77	
211	188600 KERMITZ LLC			\$ 200	11,238	\$ 168.57	56,813	300,587	357,400	\$ 589.71	\$ 958.28	
212	188650 LERAY PROPERTIES LLC			\$ 200	3,750	\$ 56.25	39,938	78,962	118,900	\$ 196.19	\$ 452.44	
213	188700 ROBERTSON KIRBI KAE			\$ 200	1,780	\$ 26.70	35,550	69,050	104,600	\$ 172.59	\$ 399.29	
214	188750 MY VIOLA PROPERTIES LLC			\$ 200	3,668	\$ 55.02	39,600	138,600	178,200	\$ 294.03	\$ 549.05	
215	188800 KAPPHAN BRIAN R & LINDA S			\$ 200	352	\$ 5.28	36,225	45,310	81,535	\$ 134.53	\$ 339.81	
216	188850 SHIMA DOUGLAS			\$ 200	3,750	\$ 56.25	39,938	32,850	72,788	\$ 120.10	\$ 376.35	
217	188900 MTC LIFESTYLE LLC			\$ 200	11,250	\$ 168.75	56,813	11,920	68,733	\$ 113.41	\$ 482.16	
218	189050 BIG SKY DEVELOPMENT ENTERPRISES INC			\$ 200	18,750	\$ 281.25	73,688	20,800	94,488	\$ 155.91	\$ 637.16	
219	189075 BIG SKY DEVELOPEMENT ENT			\$ 200	33,739	\$ 506.09	107,438	1,121,462	1,228,900	\$ 2,027.69	\$ 2,733.77	
207	163050 HUDSON ROBERT E & DEBRA A	GFO		\$ 200	11,250	\$ 168.75	56,813	92,887	149,700	\$ 247.01	\$ 615.76	PROPOSED 2023 EXPANSION
208	163100 PALMER GF3 PROPERTY LLC	GFO		\$ 200	11,250	\$ 168.75	56,813	364,287	421,100	\$ 694.82	\$ 1,063.57	PROPOSED 2023 EXPANSION
209	163200 PALMER GF2 PROPERTY LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	175,850	241,100	\$ 397.82	\$ 822.82	PROPOSED 2023 EXPANSION
210	163225 GREAT FALLS MASONIC TEMPLE ASSOC	GFO		\$ 200	30,000	\$ 450.00	99,000	2,155,610	2,254,610	\$ 3,720.11	\$ 4,370.11	PROPOSED 2023 EXPANSION
211	163250 DAVIS LOREN W	GFO		\$ 200	7,500	\$ 112.50	48,375	275,540	323,915	\$ 534.46	\$ 846.96	PROPOSED 2023 EXPANSION
212	163300 GFS REAL ESTATE LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	21,660	70,035	\$ 115.56	\$ 428.06	PROPOSED 2023 EXPANSION
213	163400 GFS REAL ESTATE LLC	GFO		\$ 200	22,500	\$ 337.50	82,125	50,720	132,845	\$ 219.19	\$ 756.69	PROPOSED 2023 EXPANSION
214	188000 GFS REAL ESTATE LLC	GFO		\$ 200	38,042	\$ 570.63	99,000	1,335,460	1,434,460	\$ 2,366.86	\$ 3,137.49	PROPOSED 2023 EXPANSION
215	188150 GFS REAL ESTATE LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	30,890	79,265	\$ 130.79	\$ 443.29	PROPOSED 2023 EXPANSION
216	188200 GFS REAL ESTATE LLC	GFO		\$ 200	14,985	\$ 224.78	65,250	29,430	94,680	\$ 156.22	\$ 581.00	PROPOSED 2023 EXPANSION
217	188450 GFS REAL ESTATE LLC	GFO		\$ 200	15,020	\$ 225.30	65,250	19,550	84,800	\$ 139.92	\$ 565.22	PROPOSED 2023 EXPANSION
218	188300 GFS REAL ESTATE LLC	GFO		\$ 200	6,665	\$ 99.98	46,496	210,590	257,086	\$ 424.19	\$ 724.17	PROPOSED 2023 EXPANSION
219	188250 GFS REAL ESTATE LLC	GFO		\$ 200	31,102	\$ 466.53	101,480	1,036,770	1,138,250	\$ 1,878.11	\$ 2,544.64	PROPOSED 2023 EXPANSION
<b>225</b>	<b>TOTALS</b>			<b>\$ 41,700</b>	<b>2,344,371</b>	<b>\$ 35,165.57</b>	<b>\$ 9,994,452</b>	<b>\$ 113,522,819</b>	<b>123,517,271</b>	<b>\$ 203,803.50</b>	<b>\$ 280,669.06</b>	

Units with Land Use Code 125

Estimated total assessment for 2023 Expansion \$ 16,899.76

\* The Current Market Values are for Tax year 2022 and have not been updated for Tax year 2023

**RESOLUTION 10493 - EXHIBIT "D"****NOTICE OF PUBLIC HEARING**

Notice is hereby given that on February 21<sup>st</sup>, 2023, the City Commission passed Resolution 10493 declaring the intent to expand the boundaries of the Business Improvement District (BID). The public hearing on Resolution 10494 to expand the boundaries of the BID will be brought before the Great Falls City Commission for public hearing in the Commission Chambers Room 206, Civic Center Building, 2 Park Drive South, Great Falls, Montana, on Tuesday, April 4<sup>th</sup>, 2023, at 7:00 o'clock p.m. Any interested person may appear and speak for or against said BID resolution of expansion or submit in writing any comments to the City Clerk prior to or during the Commission Meeting.

Documents pertaining to this agenda item are posted on the City's website at <https://greatfallsmt.net> under "Meetings," and are on file for public inspection during regular office hours at the City Clerk's Office, 2 Park Drive South, Room 204, Great Falls, MT, or contact us at (406) 455-8451.

/s/ Lisa Kunz  
City Clerk

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DO NOT PUBLISH BELOW THIS LINE:

Publication dates: February 26 and March 5, 2023



## Resolution 10493 Exhibit E – Letter to Property Owners

February 22, 2023

Property Owner  
123 Anywhere Street  
Great Falls, MT 59404

Parcel No.: XXXXXX

### INTENT TO EXPAND GREAT FALLS BUSINESS IMPROVEMENT DISTRICT RESOLUTION NO. 10493

Dear Property Owner:

The Great Falls Business Improvement District is considering expanding its boundaries. After the return of ballots/petitions, 65.65% of the property owners within the proposed area to be expanded are in favor of the expansion. The proposed expansion will result in the District expanding its boundary to include the 800 block along the south side of 1<sup>st</sup> Avenue North, Central Avenue, and the north side of 1<sup>st</sup> Ave South.

If the City Commission adopts the proposed resolution, it would result in an **estimated** annual Business Improvement District assessment of \$xxx.xx, for your property. The total cost for being in the District will appear on your property tax bill beginning with the 2023/2024 assessment year.

Montana State Law requires sending individual notices of the intent to expand the district to each affected property owner in addition to the publication of the legal notice relating to the expansion and assessment of the district. The enclosed notice is scheduled to be published in the *Great Falls Tribune* on Sunday, February 26, 2023 and again on Sunday, March 5, 2023.

At any time within 15 days after the date of the first publication of the notice of the resolution of intent, any owner of property liable to be assessed for said work may make written protest against the expansion of the district. Such notice must be in writing, must list the property address and parcel number if known, must include signatures of all owners of the property, must indicate the resolution number being protested and may be mailed to City Clerk, PO Box 5021, Great Falls, MT 59403 or hand-delivered to the City Clerk, Civic Center Room 204, 2 Park Drive South, Great Falls, MT, who shall endorse thereon the date of its receipt.

Each protest shall be weighted in proportion to the amount of the assessment to be placed upon the lot or parcel of property. If the City Commission finds that such protests constitute a majority of the total assessments, the resolution will be denied. The City Commission shall proceed to hear and pass upon all protests so made, and its decision shall be final and conclusive.

Re: Intent to Expand Resolution No.10493  
Page 2

You are invited to attend the public hearing for the expansion of the Great Falls Business Improvement District on April 4, 2023 at 7:00 o'clock p.m. in the Commission Chambers, Civic Center, 2 Park Drive South, Great Falls, MT.

If you have any questions regarding the expansion of this district, please call me at 406-455-8477 or by email: [ljohnson@greatfallsmt.net](mailto:ljohnson@greatfallsmt.net).

Sincerely,

Levi Johnson, Financial Analyst  
Taxes & Assessments

Enc: Legal Notice

**BID District Expansion Ballot 2023 - Ballot Turn-In**  
**More than 60% of the area in Proposed Expansion of the District**

Property Owner	Property Address	Parcel #	Total Sq. Ft.	Footprint %		Yes or No or Abstain	Ballot Rec'd
				Per Sq.Ft.			
1 HUDSON ROBERT E & DEBRA A	800 1ST AVE N	163050	11,250	5.15%		<b>N</b>	0.00%
2 PALMER GF3 PROPERTY LLC	810 1ST AVE N	163100	11,250	5.15%		<b>abstain</b>	0.00%
3 PALMER GF2 PROPERTY LLC	814 1ST AVE N	163200	15,000	6.87%		<b>abstain</b>	0.00%
4 GREAT FALLS MASONIC TEMPLE ASSOC	821 CENTRAL AVE	163225	30,000	13.74%		<b>N</b>	0.00%
5 DAVIS LOREN W	819 CENTRAL AVE	163250	7,500	3.44%		<b>abstain</b>	0.00%
6 GFS REAL ESTATE LLC	815 CENTRAL AVE	163300	7,500	3.44%		<b>Y</b>	3.44%
7 GFS REAL ESTATE LLC	811 CENTRAL AVE	163400	22,500	10.31%		<b>Y</b>	10.31%
8 GFS REAL ESTATE LLC	800 CENTRAL AVE	188000	38,042	17.43%		<b>Y</b>	17.43%
9 GFS REAL ESTATE LLC	820 CENTRAL AVE	188150	7,500	3.44%		<b>Y</b>	3.44%
10 GFS REAL ESTATE LLC	10 9TH ST S	188200	14,985	6.86%		<b>Y</b>	6.86%
11 GFS REAL ESTATE LLC	801 1ST AVE S	188450	15,020	6.88%		<b>Y</b>	6.88%
12 GFS REAL ESTATE LLC	809 1ST AVE S	188300	6,665	3.05%		<b>Y</b>	3.05%
13 GFS REAL ESTATE LLC	26 9TH ST S	188250	31,102	14.25%		<b>Y</b>	14.25%
<b>TOTALS:</b>			<b>218,314</b>	<b>100.00%</b>			<b>65.65%</b>

Percentage of "No" Votes: **18.89%**  
 Percentage of Missing Votes: **15.46%**



*Commission Meeting Date:* February 21, 2023

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

- Item:** A Resolution of Intention by the City Commission of the City of Great Falls, Montana, to vacate 50<sup>th</sup> Street North and 8<sup>th</sup> Avenue North within Cottage Grove Phase 3 Addition; Ordinance 3257 – An Ordinance to rezone the property legally described as Lots 10-19, Block 1 and Lot 9, Block 2, Cottage Grove Phase 3 Addition from PUD, Planned Unit Development, to R-6 Multi-family High Density; Ordinance 3258 – An Ordinance to assign R-6 Multi-family, High Density zoning for 6.58 acres; and to set a public hearing for the consideration of the alley vacations, ordinances, and Preliminary Plat of Discovery Meadows Apartments Addition.
- From:** Brad Eatherly, Planner II, Planning and Community Development
- Initiated By:** Discovery Meadows, Inc.
- Presented By:** Craig Raymond, Director, Planning and Community Development
- Action Requested:** City Commission adopt Resolution of Intention 10491; City Commission accept Ordinance 3257 and Ordinance 3258 on first readings and set a public hearing for March 21, 2023; City Commission consider the Preliminary Plat of the Discovery Meadows Apartments Addition, and set a public hearing for March 21, 2023.

**Suggested Motion:**

I.

A. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10491, and set a public hearing for March 21, 2023.”

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

II.

A. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3257 on first reading and set a public hearing for March 21, 2023.”

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

III.

A. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3258 on first reading and set a public hearing for March 21, 2023.”

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

IV.

A. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing for March 21, 2023 to consider the Preliminary Plat of the Discovery Meadows Apartment Addition.”

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

**Staff Recommendation:**

Staff recommends adoption of Resolution of Intention 10491. At the conclusion of a public hearing held on January 24, 2023, the Great Falls Planning Advisory Board/Zoning Commission voted to recommend approval of the rezone request from PUD, Planned Unit Development, to R-6, Multi-family, High Density for the subject properties, the proposed annexation and establishment of zoning for a 6.58 acre tract of land, and the Preliminary Plat of Discovery Meadows Apartments Addition, subject to the fulfillment of the following Conditions of Approval:

**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. **Annexation and Development Agreement.** The applicant shall abide by the terms and conditions specified in the attached Annexation and Development Agreement for the subject properties. The Annexation and Development Agreement must be signed by the applicant and recorded with the Cascade County Clerk and Recorder’s Office.
3. **Land Use & Zoning.** The development standards and land uses for the subject properties shall be consistent with the Official Code of the City of Great Falls (OCCGF).
4. **Subdivision Plat.** Provide an Amended Plat of the subject property which shall incorporate corrections of any errors or omissions noted by Staff.
5. **Utilities.** The extension and connection of on-site utilities for the subject properties shall be approved by the City Public Works Department.

**Background:**

In March of 2008, the City Commission approved the third phase of a subdivision known as the Cottage Grove Addition. The subdivision was developed as a Planned Unit Development (PUD) specifically to allow for smaller lot sizes. As of the writing of this report, only eight of the twenty-seven lots have been developed. The owner of the undeveloped lots is proposing to rezone and aggregate the vacant lots and the abutting rights-of-way in the subdivision in order to allow the property to be used as part of a 252-unit apartment complex. The total land area to be considered for the project is approximately 8.88 acres.

The applicant is requesting a right-of-way vacation for 50<sup>th</sup> Street North and 8<sup>th</sup> Avenue North. Based off of these vacations, the lots that abut the vacated rights-of-way will be aggregated with the former 50<sup>th</sup> Street North and 8<sup>th</sup> Avenue North to form one lot. The applicant has provided an amended plat for Lots 7-19 of Block 1 and Lots 7-9 for Block 2, and the abutting rights-of-way, of Cottage Grove Phase 3 Addition.

According to Section 7-3-4448, Montana Code Annotated (M.C.A.), the owner must file a request for the intent to vacate any right-of-way. City Staff must then present a Resolution of the Intent to vacate such rights-of-way to the City Commission. If Resolution 10491 is adopted, the next step would be for the Commission to set a date for a public hearing regarding the vacation of the rights-of-way. M.C.A. requires a petition to be sent to each of the owners abutting the rights-of-way being vacated. Unless 51 percent of the affected property owners object to the proposed vacation, the Commission may, by ordinance, declare such vacation. Staff notes that the applicant is the only property owner on either side of the rights-of-way.

If the rights-of-way are vacated at the requested March 21 public hearing, the Commission will also be asked to approve a non-administrative subdivision to aggregate all the individual lots on the property.

**Annexation by Petition Request**

Discovery Meadows, Inc., submitted an application to the City of Great Falls to annex and assign City zoning to the 6.58 acre property addressed as 5123 7<sup>th</sup> Avenue North and located at the northwest corner of 7<sup>th</sup> Avenue North and 52<sup>nd</sup> Street North as well as annex the abutting rights-of-way. The applicant proposes development of an apartment complex consisting of six 42-plex buildings for a total of 252 units. The project is likely to be built in phases beginning in the southeast corner of the subject property. The development will also include the leftover lot from the amended plat of Cottage Grove Phase 3 Addition.

The subject property is bordered by the City on two sides, with the north and east property line bordered by properties outside the City limits. The subject properties to the west are single family residences in the Cottage Grove Phase 3 Addition. The properties to the south are single family residences in the Portage Meadows Addition. To the east, lies the Siebel Soccer Fields, which are owned by the City of Great Falls. A portion of the Seibel Soccer Fields includes a long, thin strip of property that runs alongside 52<sup>nd</sup> Street North that has not yet been annexed into the City, although the majority of the soccer fields are within City Limits. To the north, outside of the City limits, is Heritage Baptist Church. While the subject property is roughly 6.58 acres in size, the applicant is dedicating approximately 0.55 acres to widen the right-of-way on 52<sup>nd</sup> Street North so it can be reconstructed to city standards.

The basis of decision for an annexation by petition request is listed in OCCGF § 17.16.7.050. The decision of the City Commission shall at a minimum consider the criteria which are attached as *Findings of Fact/Basis of Decision – Annexation by Petition*. Staff supports the annexation request based on the following reasons: 1) the property is contiguous to City Limits on two of four sides, 2) the applicant will be reconstructing both 52<sup>nd</sup> Street North and 7<sup>th</sup> Avenue North to City standards, and 3) all City utilities are situated in rights-of-way abutting the property and can be extended by the applicant.



### **Establishment of Zoning and Zoning Map Amendment**

The applicant's request to establish R-6 zoning on the subject property meets specific goals and objectives within the City of Great Falls Growth Policy, including encouraging a diverse, safe, and affordable supply of housing in the City. This project will substantially expand the supply of apartment residential opportunities and encourages a variety of housing types and densities so that residents can choose by price or rent, location and place of work. The property also is conveniently located near Malmstrom Air Force Base as well as a large City park.

The applicant is also requesting to rezone the former Lots 9-19 of Block 1 and Lot 9 of Block 2 and the abutting rights-of-way of Cottage Grove Phase 3 Addition that are being incorporated into the new Discovery Meadows Apartments Addition from Planned Unit Development (PUD) to R-6. This zoning Map Amendment will allow the applicant to build the proposed 252-unit apartment complex.

The basis for decision on zoning map amendments is listed in Official Code of the City of Great Falls (OCCGF) §17.16.40.030 of the Land Development Code. The decision of City Commission shall at a minimum consider the criteria which are attached as *Findings of Fact/Basis of Decision – Zoning Map Amendment*. As noted earlier in the agenda report, the lots in this subdivision are all controlled by the applicant and have been vacant for fifteen years. Because of these conditions, it is reasonable to consider rezoning the properties for higher density development.

### **Required Improvements**

**Water Main Improvements.** The applicant will be required to extend a looped eight inch main through the development and connect to the existing water mains as shown on the proposed Site Plan. The improvement is to be owned and maintained by the City upon completion.

**Sanitary Sewer Main Improvements.** All buildings shall be served by sanitary sewer as shown on the proposed Site Plan. The construction of the sewer main is the responsibility of the applicant. 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.

**Roadway and Sidewalk Improvements.** The applicant shall be responsible for constructing curbing sidewalk and boulevard landscaping along the west side of 52<sup>nd</sup> Street North and curbing along the east side of 52<sup>nd</sup> Street North. The applicant will provide a Geotechnical Report to support the design of the 52<sup>nd</sup> Street North roadway pavement section, and agrees to convert the existing gravel road to a paved facility meeting City standards. The applicant will construct and/or reconstruct curbing, sidewalk, and boulevard landscaping along the north side of 7<sup>th</sup> Avenue North. All boulevard improvements on the west side of 52<sup>nd</sup> Street North and north side of 7<sup>th</sup> Avenue North shall be maintained by the owner of the property. The applicant is required to construct the sub-base course for the northern 8-12 foot portion of 7<sup>th</sup> Avenue North. The applicant will also be responsible for providing a crosswalk on the north end of the intersection of 52<sup>nd</sup> Street North and 7<sup>th</sup> Avenue North to create a pedestrian connection to the City's Siebel Soccer Fields Facility. The City will be responsible for reimbursing the applicant for half of the roadway improvements made to 52<sup>nd</sup> Street North. The City is also responsible for painting the curbs and installing "No Parking" signs along the east and west sides of 52<sup>nd</sup> North. Lastly, the City will be responsible for paving the north 8-12 foot section of 7<sup>th</sup> Avenue North.

### **Preliminary Plat**

Presuming the City Commission approves the amended plat that aggregates the Cottage Grove Phase 3 Addition lots along with the vacated right-of-way, the applicant will finalize a major subdivision of the

newly annexed property, and the previous Cottage Grove Phase 3 Addition lots. The applicant is proposing to subdivide the two lots into seven lots. The lots range in size from 30,977 square feet to 93,277 square feet. The proposed lots are consistent with the R-6 zoning district standards.

**Fiscal Impact:**

Vacation of the rights-of-way will have minimal fiscal impact to the City. Because the City owns the property east of 52<sup>nd</sup> Street North, the City's Public Works Department will be responsible for paying for half of the roadway improvements to the street. This includes painting the curbs and installation of "No Parking" signs. The Department will also be responsible for the cost of paving the northern 8-12 feet of 7<sup>th</sup> Avenue North. However, improvements to the west portion of 52<sup>nd</sup> Street North, the sub-base course of the north 8-12 feet of 7<sup>th</sup> Avenue North, the crosswalk across the intersection of 7<sup>th</sup> Avenue North and 52<sup>nd</sup> Street North to the Siebel Soccer Fields, and the improvements to the water and sanitary sewer mains will be incurred by the developer. The annexation of the property will increase the City's tax base as well.

**Alternatives:**

Due process requires that the City Commission hold a public hearing whether or not the right of way vacation request is ultimately approved. This action is simply a preliminary step towards the notification and the hearing process. The City Commission could deny acceptance of Ordinance 3257 and 3258 on first reading and not set the public hearing. The City Commission could choose not to set the public hearing for the Preliminary Plat. This would prevent the request from being considered through a public hearing process.

**Neighborhood Council Input:**

Neighborhood Council #4 held a special meeting to discuss the applicant's requests on December 15, 2022. The council voted 3-0 in favor of recommending approval to the City Commission.

**Concurrences:**

Representatives from the City's Public Works Department and Park and Recreation Department have been involved throughout the review and approval process for this project. In particular, Public Works staff collaborated with the applicant on the attached Annexation Improvement agreement.

**Attachments/Exhibits:**

Resolution 10491  
 Ordinance 3257  
 Ordinance 3258  
 Applicant's Petition to Vacate  
 Draft Amended Plat  
 Findings of Fact – Annexation  
 Findings of Fact – Zoning  
 Findings of Fact – Preliminary Plat  
 Aerial Map  
 Zoning Map  
 Annexation Narrative  
 Rezone Narrative  
 Site Plan  
 Preliminary Plat  
 Draft Improvement Agreement

RESOLUTION 10491

A RESOLUTION OF INTENTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO VACATE 50<sup>th</sup> STREET NORTH ABUTTING LOTS 10-19, BLOCK 1, AND LOT 9, BLOCK 2, AND 8<sup>TH</sup> AVENUE NORTH ABUTTING LOT 19, BLOCK 1 AND LOT 9, BLOCK 2, COTTAGE GROVE PHASE 3 ADDITION, SECTION 4, T20N, R4E, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA., IN ACCORDANCE WITH THE PROVISIONS OF MONT. CODE ANN. § 7-3-4448, AND DIRECTING NOTICE TO BE GIVEN AS PROVIDED BY LAW

\* \* \* \* \*

WHEREAS, the Cottage Grove Phase 3 Addition contains dedicated sixty (60) foot wide rights-of-way for 50<sup>th</sup> Street North and 8<sup>th</sup> Avenue North within Block 1 and 2 of the Addition; and

WHEREAS, Discovery Meadows Inc. owns the properties on both sides of said rights-of-way and has submitted a petition to have said rights-of way vacated; and

WHEREAS, it is determined that retention of 50<sup>th</sup> Street North and 8<sup>th</sup> Avenue North within Block 1 and Block 2 of Cottage Grove Phase 3 Addition is no longer necessary and serves no practical or functional traffic related purpose or for access by the public; and

WHEREAS, Mont. Code Ann. § 7-3-4448 sets forth, in pertinent part: (1)...Before vacating any street or part thereof or narrowing any street, the commission shall first pass a resolution declaring its intention to do so; and

WHEREAS, the right-of-way therein of any owner is not impaired by the requested vacation.

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

That Tuesday, the 21st day of March, 2023, at 7:00 P.M. in the Commission Chambers of the Civic Center, Great Falls, Montana, is hereby set as the time and place at which the City Commission shall hear all persons relative to the proposed vacation of the rights-of-way described above; and

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that the City Clerk of the City shall forthwith cause notice of Resolution 10491 to be: (1) published in the Great Falls

Tribune, the newspaper published nearest such land, and (2) posted to the Great Falls Civic Center posting board and the Great Falls City website.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 21st day of February, 2023.

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

ATTEST:

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

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
David Dennis, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Resolution 10491 on the Great Falls Civic Center posting board and the Great Falls City website.

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

(CITY SEAL)

**ORDINANCE 3257**

**AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA TO REZONE THE PROPERTIES LEGALLY DESCRIBED AS: LOTS 10-19, BLOCK 1, AND LOT 9, BLOCK 2, COTTAGE GROVE PHASE 3 ADDITION, SECTION 4, T20N, R4E, P.M.M., CASCADE COUNTY, MONTANA FROM PUD, PLANNED UNIT DEVELOPMENT TO R-6 MULTI-FAMILY HIGH DENSITY.**

\* \* \* \* \*

**WHEREAS**, the subject properties, legally described above, are presently zoned PUD, Planned Unit Development; and

**WHEREAS**, the potential property owner, Discovery Meadows, Inc., has petitioned the City of Great Falls to rezone said properties to R-6 Multi-family, High Density zoning district; and

**WHEREAS**, at the end of a meeting on January 24, 2023, the Great Falls Zoning Commission passed a motion recommending the City Commission rezone the property legally described as Lots 10-19, Block 1 and Lot 9, Block 2, Cottage Grove Phase 3 Addition, Section 4, T20N, R4E, P.M.M., Cascade County, Montana; and

**WHEREAS**, notice of assigning said zoning classification to the subject properties was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 21st day of March, 2023, before final passage of said Ordinance herein; and

**WHEREAS**, following said public hearing, it was found and decided that the zoning map amendment on said properties meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.030, and that the said rezoning designation be made.

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

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

Section 2. That the properties legally described as: Lots 10-19, Block 1 and Lot 9, Block 2, Cottage Grove Phase 3 Addition, Section 4, T20N, R4E, P.M.M., Cascade County, Montana, be rezoned to R-6 Multi-family, High Density as shown in Exhibit A.

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

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading February 21, 2023.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading March 21, 2023.

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

ATTEST:

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

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
David Dennis, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3257 on the Great Falls Civic Center posting board and the Great Falls City website.

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

(CITY SEAL)

**ORDINANCE 3258**

**AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF R-6 MULTI-FAMILY, HIGH DENSITY TO THE PROPERTY LEGALLY DESCRIBED AS: TRACT 2A OF CERTIFICATE OF SURVEY 4098, LOCATED IN THE SE1/4 OF SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA AND THE ADJOINING RIGHT OF WAY OF 52<sup>ND</sup> STREET NORTH AND 7<sup>TH</sup> AVENUE NORTH**

\* \* \* \* \*

**WHEREAS**, the Discovery Meadows, Inc., is the owner of record and has petitioned the City of Great Falls to annex the subject property, consisting of ±6.58 acres, as legally described above; and

**WHEREAS**, Discovery Meadows, Inc. has petitioned the City of Great Falls to assign a zoning classification of R-6, Multi-family, High Density to the subject property, upon annexation into the City; and

**WHEREAS**, the Great Falls Zoning Commission conducted a public hearing on January 24, 2023, to consider said zoning request and, at the conclusion of said hearing, passed a motion recommending the City Commission assign said zoning to the property legally described as Tract 2A of Certificate of Survey 4098 and the adjoining right of way of 52<sup>nd</sup> Street North from the North property line of Tract 2A to the existing City limit line to the South located in SE1/4 of Section 4, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana; and

**WHEREAS**, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing before the Great Falls City Commission on this zoning designation would be held on the 21st day of March, 2023, before final passage of said Ordinance herein; and

**WHEREAS**, following said public hearing, it was found and decided that the assignment of R-6 zoning on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.030, and that the said zoning designation be made.

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

Section 1. It is determined that the herein requested R-6 zoning assignment meets the criteria and guidelines cited in Mont. Code Ann. § 76-2-304, and meets the requirements of OCCGF Section 17.16.40.030.

Section 2. That the zoning classification of “R-6, Multi-family, High Density” be assigned to the property legally described as: Tract 2A of Certificate of Survey 4098 and the adjoining right of way of 52<sup>nd</sup> Street North from the North property line of Tract 2A to the existing City limit line to the South located in SE1/4 of Section 4, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana.

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

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading February 21, 2023.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading March 21, 2023.

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

ATTEST:

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

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
David Dennis, City Attorney



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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3258, on the Great Falls Civic Center posting board and the Great Falls City website.

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

(CITY SEAL)

LAND USE APPLICATION SUBMITTAL  
Discovery Meadows Apartments  
September 20, 2022



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# APPENDIX E

## ROW Vacation Petition



SEPTEMBER 15, 2022

**Mayor Bob Kelly and City Commissioners**

City of Great Falls  
PO Box 5021  
Great Falls, MT 59403

RE: Vacation of a portion of the 50<sup>th</sup> Street North and 8<sup>th</sup> Avenue North Right-of-Way

We, the undersigned, are asking the City Commission of the City of Great Falls to vacate the 50<sup>th</sup> Street North and the 8<sup>th</sup> Avenue North right-of-way's that sit in the Cottage Grove Phase 3 Subdivision. This vacation would include from the northern terminus of the current platted cul-de-sac of 50<sup>th</sup> Street North to the northern terminus of proposed Amended Plat of Cottage Grove Phase 3 as well as the entirety of the 8<sup>th</sup> Avenue North. The procedure to vacate right-of-way's is outlined in the Montana Code Annotated 7-3-4448 and requires a petition in writing of at least the owners of the lots on the street or alley; and approval by a majority vote of the council. The undersigned represent 100% of the owners.

The 50<sup>th</sup> Street North Right-of-Way described is in the City of Great Falls, Cascade County, Montana, PMM, Township 20 North, Range 4 East, Section 4, Block 1 Lots 10-19 and Block 2 Lot 9. All these lots are owned by Discovery Meadows, Inc. The 8<sup>th</sup> Avenue North Right-of-Way described is in the City of Great Falls, Cascade County, Montana, PMM, Township 20 North, Range 4 East, Section 4, Block 1 Lot 19 and Block 2 Lot 9. All these lots are owned by Discovery Meadows, Inc. See the attached preliminary plat for further explanation.

We appreciate your consideration in this matter.

Owners

Discovery Meadows, Inc

Signature: *Barbara Woith*  
Name: Barbara Woith *9/15/22*  
Title: Officer

Signature: *Spencer Woith*  
Name: Spencer Woith *9/15/22*  
Title: Officer

AMENDED PLAT OF

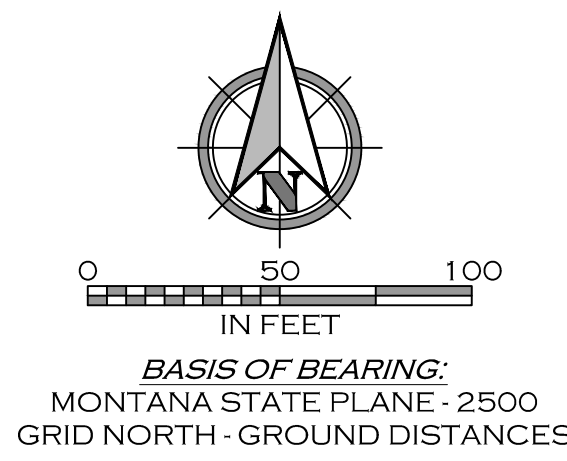
COTTAGE GROVE ADDITION PHASE 3

LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

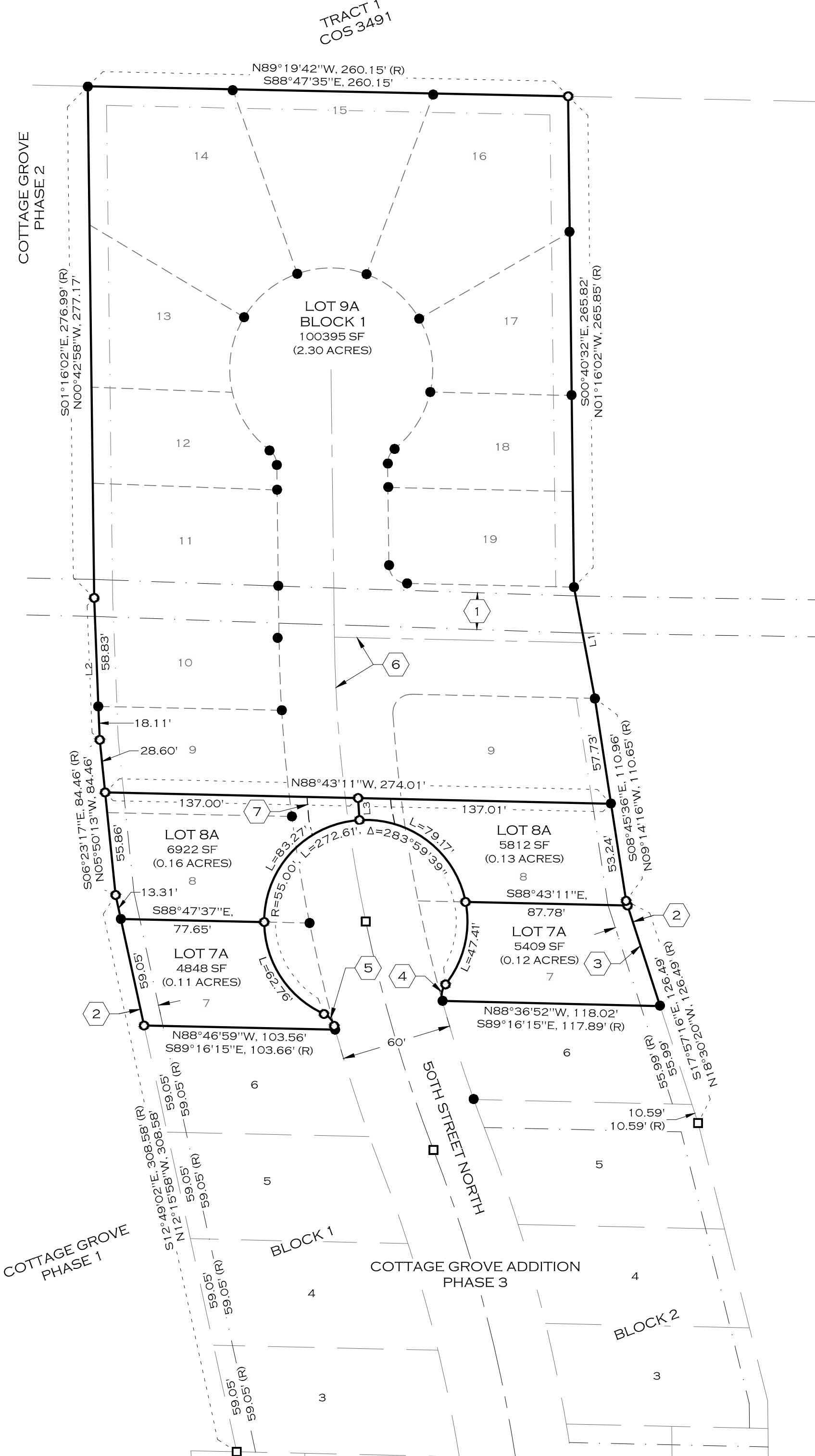
OWNER OF RECORD  
DISCOVERY MEADOWS, INC.

SURVEY COMMISSIONED BY  
DISCOVERY MEADOWS, INC.

TOTAL SUBDIVISION AREA  
2.82 ACRES (GROSS & NET)

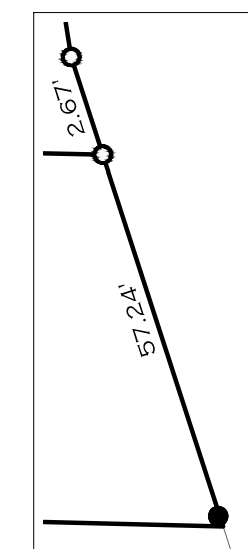


BASIS OF BEARING:  
MONTANA STATE PLANE - 2500  
GRID NORTH - GROUND DISTANCES

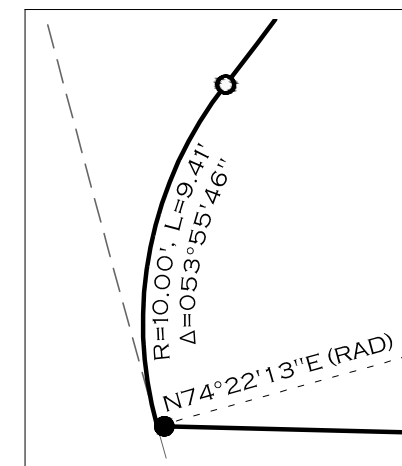


LEGEND

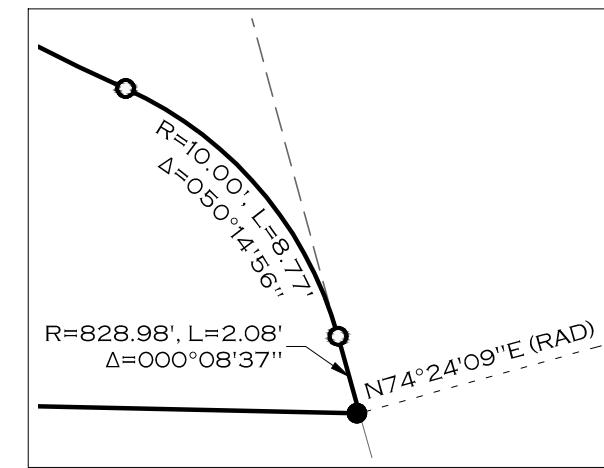
- LOT BOUNDARY PER THIS AMENDED PLAT
OLD LOT BOUNDARY
ADJOINING LOT BOUNDARY (NOT PART OF THIS SURVEY)
EXISTING EASEMENT AS DESCRIBED
EXISTING RIGHT-OF-WAY
FOUND 1 1/2" YELLOW PLASTIC CAP MARKED "5206ES"
SET 3/8" X 24" REBAR WITH 1 1/4" YELLOW PLASTIC CAP MARKED "WEI SHAYLOR 19110LS"
CALCULATED POINT - NOTHING FOUND OR SET
RECORD OR ADDITIVE RECORD - PLAT OF COTTAGE GROVE ADDITION PHASE 3 (2008)
RADIAL BEARING



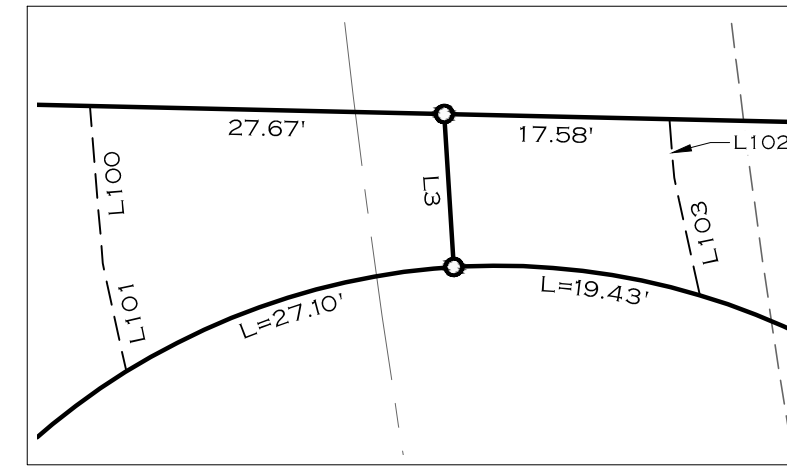
DETAIL 'A' NOT TO SCALE



DETAIL 'B' NOT TO SCALE



DETAIL 'C' NOT TO SCALE



DETAIL 'D' NOT TO SCALE

PURPOSE OF SURVEY

THE PURPOSE OF THIS AMENDED PLAT IS TO DEPICT THE AGGREGATION OF LOTS.

PERIMETER LEGAL DESCRIPTION

LOTS 7-19 OF BLOCK 1 OF COTTAGE GROVE ADDITION PHASE 3 AND LOTS 7-9 OF BLOCK 2 OF COTTAGE GROVE ADDITION PHASE 3, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, PRINCIPAL MERIDIAN MONTANA, CASCADE COUNTY, MONTANA, SUBJECT TO ALL EASEMENTS OR RIGHTS-OF-WAY AS SHOWN, EXISTING, APPARENT OR OF AND ACCORDING TO THE ATTACHED PLAT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF COTTAGE GROVE ADDITION PHASE 3, SAID POINT BEING A FOUND 1 1/2" YELLOW PLASTIC CAP MARKED "5206ES", THENCE, S88°47'35"E, A DISTANCE OF 260.15', THENCE, S00°40'32"E, A DISTANCE OF 265.82 FEET; THENCE, S10°37'11"E, A DISTANCE OF 61.32 FEET; THENCE, S08°45'36"E, A DISTANCE OF 110.96 FEET; THENCE, S17°57'16"E, A DISTANCE OF 57.24 FEET; THENCE, N88°36'52"W, A DISTANCE OF 118.02 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 53°55'46" AND A DISTANCE OF 9.41 FEET; THENCE, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 283°59'39" AND A DISTANCE OF 272.61 FEET; THENCE, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 50°14'56" AND A LENGTH OF 8.77 FEET; THENCE, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 828.98 FEET, A CENTRAL ANGLE OF 00°08'37" AND A DISTANCE OF 2.08 FEET TO A NON-TANGENT POINT; THENCE, N88°46'59"W, A DISTANCE OF 103.56 FEET; THENCE, N12°15'58"W, A DISTANCE OF 72.36 FEET; THENCE, N05°50'13"W, A DISTANCE OF 84.46 FEET; THENCE, N02°14'07"W, A DISTANCE OF 76.94 FEET; THENCE, N00°42'58"W, A DISTANCE OF 277.17 FEET TO THE POINT OF BEGINNING, CONTAINING 2.82 ACRES, MORE OR LESS.

CERTIFICATE OF OWNER

THE UNDERSIGNED DO HEREBY CERTIFY THAT THE THE PURPOSE OF THIS SURVEY IS TO AGGREGATE LOTS, AS SHOWN IN THE ATTACHED AMENDED PLAT, TO BE KNOWN AS THE AMENDED PLAT OF COTTAGE GROVE ADDITION PHASE 3, LOCATED IN THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, PRINCIPAL MERIDIAN MONTANA, CASCADE COUNTY, MONTANA DESCRIBED AS FOLLOWS:

LOTS 7-19 OF BLOCK 1 OF COTTAGE GROVE ADDITION PHASE 3, LOTS 7-9 OF BLOCK 2 OF COTTAGE GROVE ADDITION PHASE 3 LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, PRINCIPAL MERIDIAN MONTANA, CASCADE COUNTY, MONTANA, CONTAINING 9.42 ACRES, MORE OR LESS.

WE FURTHER CERTIFY THIS SURVEY IS EXEMPT FROM SUBDIVISION REVIEW PURSUANT TO 76-3-207(1)(b), MCA TO WIT: "AGGREGATION OF PARCELS OR LOTS WHEN A CERTIFICATE OF SURVEY OR SUBDIVISION PLAT SHOWS THAT THE BOUNDARIES OF THE ORIGINAL PARCELS HAVE BEEN ELIMINATED AND THE BOUNDARIES OF A LARGER AGGREGATE PARCEL ARE ESTABLISHED. A RESTRICTION OR REQUIREMENT ON THE ORIGINAL PLATTED LOT OR ORIGINAL UNPLATTED PARCEL CONTINUES TO APPLY TO THOSE AREAS."

THE UNDERSIGNED FURTHER CERTIFIES THAT THIS AGGREGATION IS EXEMPT FROM REVIEW BY THE MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO ARM 17.36.605(2)(b)(i), TO WIT: "A PARCEL THAT HAS A PREVIOUS APPROVAL ISSUED UNDER TITLE 76, CHAPTER 4, PART 1, MCA, IF NO FACILITIES OTHER THAN THOSE PREVIOUSLY APPROVED EXIST OR WILL BE CONSTRUCTED ON THE PARCEL"

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.

FURTHERMORE, THE ABOVE DESCRIBED TRACT OF LAND IS THE KNOWN AND DESIGNATED AS THE AMENDED PLAT OF COTTAGE GROVE PHASE 3 TO THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, AND THE LAND INCLUDED IN ALL STREETS AND AVENUES SHOWN ON SAID PLAT ARE HEREBY GRANTED AND DONATED TO THE USE OF THE PUBLIC FOREVER.

DISCOVERY MEADOWS, INC.

BY SPENCER WOITH, VICE PRESIDENT, AUTHORIZED AGENT  
DISCOVERY MEADOWS, INC.

STATE OF MONTANA )  
 )SS  
COUNTY OF CASCADE )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2022 BY SPENCER WOITH, VICE PRESIDENT, AUTHORIZED AGENT OF  
DISCOVERY MEADOWS, INC.

NOTARY PUBLIC, STATE OF MONTANA

CERTIFICATE OF COUNTY TREASURER

I, DIANE HEIKKILA, 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 HEIKKILA, TREASURER  
CASCADE COUNTY

CERTIFICATE OF SURVEYOR

I, MICHAEL SHAYLOR, PROFESSIONAL LAND SURVEYOR, MONTANA REG. NO. 19110 LS, DO HEREBY CERTIFY THOSE ITEMS SHOWN ON THIS PLAT PERTAINING TO THE PRACTICE OF LAND SURVEYING AS DEFINED IN TITLE 37, CHAPTER 67, MONTANA CODE ANNOTATED, REPRESENT A SURVEY MADE UNDER MY DIRECT SUPERVISION, AND FURTHER CERTIFY THIS SURVEY WAS COMPLETED ON THE DATE SHOWN HEREON IN ACCORDANCE WITH THE PROVISIONS OF TITLE 76, CHAPTER 3, MONTANA CODE ANNOTATED.

BY MICHAEL D. SHAYLOR, PLS  
MONTANA REGISTRATION NO. 19110 LS

SURVEYOR'S NOTES

- 1. IT IS NOT THE INTENT OF THIS AMENDED PLAT TO IDENTIFY ALL EASEMENTS OF RECORD. THERE MAY BE EXISTING EASEMENTS OF SITE AND RECORD WHICH ARE NOT SHOWN ON THIS AMENDED PLAT.
2. ALL BEARINGS AND DISTANCES SHOWN ON THIS PLAT ARE FOUND OR SET UNLESS OTHERWISE NOTED.
3. ARM 24.183.1104(1)(b)(ii)(C), TO WIT "THE AREA THAT IS BEING REMOVED FROM ONE TRACT OF RECORD AND JOINED WITH ANOTHER TRACT OF RECORD IS NOT ITSELF A TRACT OF RECORD. SAID AREA SHALL NOT BE AVAILABLE AS A REFERENCE LEGAL DESCRIPTION IN ANY SUBSEQUENT REAL PROPERTY TRANSFER AFTER THE INITIAL TRANSFER ASSOCIATED WITH THE AMENDED PLAT ON WHICH SAID AREA IS DESCRIBED, UNLESS SAID AREA IS INCLUDED WITH OR EXCLUDED FROM ADJOINING TRACTS OF RECORD."

Table with 3 columns: LINE #, BEARING & DISTANCE, (R). Rows include L1, L2, L3, L100, L101, L102, L103.

KEY NOTES

- 1 20' NATURAL GAS LINE EASEMENT PER RECORD DOCUMENT
2 10' UTILITY EASEMENT PER THE PLAT OF COTTAGE GROVE ADDITION PHASE 3
3 SEE DETAIL 'A'
4 SEE DETAIL 'B'
5 SEE DETAIL 'C'
6 CENTERLINE PER PLAT OF COTTAGE GROVE ADDITION VACATED PER RECORDING DOCUMENT #
7 45' PRIVATE UTILITY EASEMENT, SEE DETAIL 'D'

WOITH ENGINEERING, INC. ENGINEERS & SURVEYORS. 405 3RD STREET NW, SUITE 206 - GREAT FALLS, MT 59404 - 406-761-1955. Includes table with 1/4, SECTION, TOWNSHIP, RANGE, and FILENAME: PH1-APLAT.DWG SHEET 1 OF 1.

## FINDINGS OF FACT/BASIS OF DECISION – ANNEXATION

Annexation of approximately 6.63 acres located in Mark 17 within the SE of Section 4, T20N, R4E, PMM, Cascade County, Montana

### PRIMARY REVIEW CRITERIA:

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

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

The subject property is contiguous to the existing City limits on the west, south, and east.

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

The proposed annexation is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. This project is strongly supported by the Social and Physical portions of the Growth Policy, specifically the goals and principles to 1) encourage a diverse, safe, and affordable supply of housing in the City and 2) encourage a balanced mix of land uses throughout the City.

Additionally, the annexation specifically supports the following goals and policies:

#### Social – Housing

- Soc1.4.2 Expand the supply of residential opportunities including single family homes, apartments, manufactured homes, and assisted living facilities.
- Soc1.4.6 Encourage a variety of housing types and densities so that residents can choose by price or rent, location and place of work.
- Soc1.4.12 When annexing land for residential development, consider the timing, phasing and connectivity of housing and infrastructure development.

#### Physical - Efficient Infrastructure

- Phy4.2.5 Promote orderly development and the rational extension of infrastructure and City services.
- Phy4.3.2 Plan for the provision of appropriate infrastructure improvements, where needed, to support development.

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

The subject property is located adjacent to Neighborhood Council #4. There is no adopted neighborhood plan for Neighborhood Council #4, or any other Council within the City. The application was presented to Neighborhood Council #4 on December 15, 2022. The Council voted 3-0 to recommend approval to the City Commission

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

The subject property is not located within any adopted plan or sub-area planning areas. The proposed improvements related to the development are consistent with City planning documents and City standards.

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

The City Public Works Department has verified that capacity is adequate to provide public utility services to the subject property. A more detailed description of the various public utility services that will be provided to the development has been outlined in the Agenda Report as well as in the Improvement Agreement. Due to the property being surrounded by the City on three sides, providing law enforcement, fire protection, and other emergency services is expected to be a manageable cost to the City.

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

As part of the proposed annexation, the property is required to be developed to City standards. Water and sewer mains will extend through the project and will be designed and installed to City standards. Any future improvements to the subject property will also comply with City code requirements.

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

An Improvement Agreement for the subject property has been drafted and attached to the Agenda Report. This agreement outlines the responsibilities and costs for various improvements, and addresses the creation of any special improvement districts.

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

The subject property is being surveyed and that survey will be officially recorded with the County Clerk and Recorder as part of the requirements of the project.

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

Water and sewer service will be extended through the subject property as part of the required improvements. The subject property will connect to these mains for City services.

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

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

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

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

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

The subject property is not used for the uses listed above. The subject property is located within Cascade County and is currently undeveloped. Existing single-family residential homes within the City are located to the west and south and the City's Siebel Soccer Field Facility is located to the east.

### Findings of Fact – Zoning Map Amendment

Lot 9A, Block 1, Cottage Grove Phase 3 Addition, SE ¼ of Section 4, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana; and Mark 17, located in the SE 1/4 of Section 4, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana.

#### Primary Review Criteria:

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

#### 1. The Amendment is consistent with and further the intent of the City’s growth policy.

The proposed zoning map amendment is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. The proposal to amend the zoning of the proposed property from PUD, Planned Use Development, to R-6, Multi-family, High Density, as well as the establishment of R-6, zoning for the annexed property will allow the applicant to construct an apartment complex. A land use of Multi-family residential is not allowed in the established PUD zoning district. This will allow 252 apartment units to be built at a time when the City of Great Falls is in need of additional housing units.

As noted in the agenda report, the City Commission must consider whether there is policy rationale for amending the zoning map as requested. Staff believes that the City’s Growth Policy supports the proposed zoning map amendment to facilitate more dense development, particularly to provide much needed housing. The zoning amendment request is consistent with several of the Plan’s policies including:

#### Social - Housing

- Soc1.4.1 Work with the private sector and non-profits to increase housing opportunities in the City.
- Soc1.4.6 Encourage a variety of housing types and densities so that residents can choose by price or rent, location, and place of work.

#### Environmental - Urban Form

- Env2.3.1 In order to maximize existing infrastructure, identify underutilized parcels and areas with infill potential, as candidates for redevelopment in the City.

The proposed zoning map amendment will enable these policies to be addressed and further the implementation of the Growth Policy.

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

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. Notice of the proposed zoning map amendment was also sent to



adjoining property owners pursuant to the noticing requirements of the OCCGF. City staff has not received any comments on the proposed zoning map amendment. The request was also discussed at the December 15 Neighborhood Council #4 meeting, and the Council voted 3-0 to recommend approval to the City Commission.

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

The subject property does not lie within any adopted planning or sub-area planning areas. The proposed improvements to both 7<sup>th</sup> Avenue North and 52<sup>nd</sup> Street North are consistent with the City's Long Range Transportation Plan.

**4. The code with the amendment is internally consistent.**

The proposed zoning map amendment is not in conflict with any portion of the existing City Code. All pertinent codes required for development of the subject property will be addressed during the building permit review. The proposed site plan for the multi-family use shows that the project can meet all parking, landscaping, and setbacks required in code. As a result, the proposed zoning map amendment is internally consistent and will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish or impair property values in the neighborhood.

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

There are no existing public health, safety, or welfare issues that have been identified for this property. The future apartment building project will require water and sewer to be extended from the mains that surround the property. Adequate storm water designs will be incorporated into the site as development occurs.

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

The City has the financial and staffing capability to enforce the amendment if it is approved. The zoning map amendment will affect the subject property only, and the property will be developed in a manner consistent with Title 17 of the Official Code of the City of Great Falls.

## FINDINGS OF FACT – MONTANA SUBDIVISION AND PLATTING ACT

Preliminary Plat of Discovery Meadows Apartment Addition, located in SE ¼ of Section 4 Township 20 North, Range 4 East, P.M.M., 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 properties proposed for subdivision are not currently being used for agricultural purposes. The subject property is located in an existing developed area. There is not an agricultural water user facility in the area that the proposed development will impact. A portion of 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:**

The lots in the subdivision will connect to City water and sewer mains. The Owner will pay the cost of connecting to these utility mains. The Owner of the subdivision will pay regular water and sewer charges, and monthly storm drain charges.

The existing properties currently have law enforcement and fire protection service from the City of Great Falls. Providing these services to the subdivision is expected to be a manageable cost to the City.

Through the subdivision, the Owner is dedicating 30 feet to widen the 52<sup>nd</sup> Street North right-of-way. The Owner agrees to construct 52<sup>nd</sup> Street North to the standards set forth by the City of Great Falls as well as the base-course of the north 8-12 feet of roadway for 7<sup>th</sup> Avenue North. The Owner agrees to construct curb and gutter on both sides of 52<sup>nd</sup> Street North and the north portion of 7<sup>th</sup> Avenue North. Design and installation shall be consistent with City standards and submitted plans approved by the City of Great Falls.

#### **Effect on the Natural Environment:**

The subdivision is not expected to adversely affect soils or water quality or quantity of surface or ground waters. Surface drainage from the subdivision will be detained to reduce its rate and then flow to an existing storm system. Future stormwater management will be reviewed and must be approved by the Public Works Department.

#### **Effect on Wildlife and Wildlife Habitat:**

There is existing development to all sides, 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 as wildfire, avalanches or rockslides; nor potential man-made hazards such as high voltage power lines, high-pressure gas lines, high traffic volumes, or mining activity. There are poor soils in this area of Great Falls, but this will be mitigated by the construction of large foundations for the future multi-family buildings.

**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.

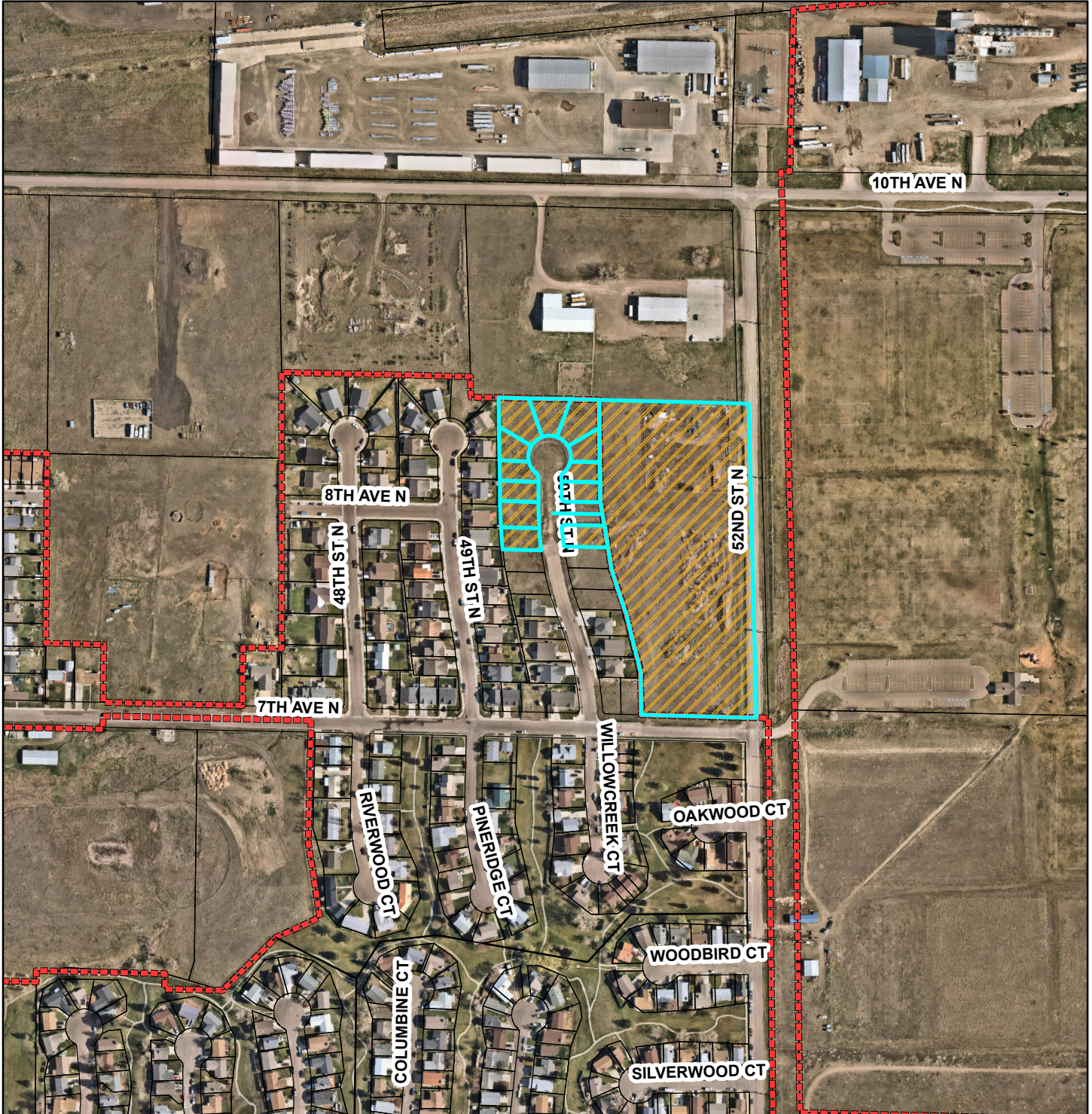
**EASEMENT FOR UTILITIES**



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

**LEGAL AND PHYSICAL ACCESS**

Legal and physical access to the proposed development will be from 7<sup>th</sup> Avenue North and 52<sup>nd</sup> Street North.

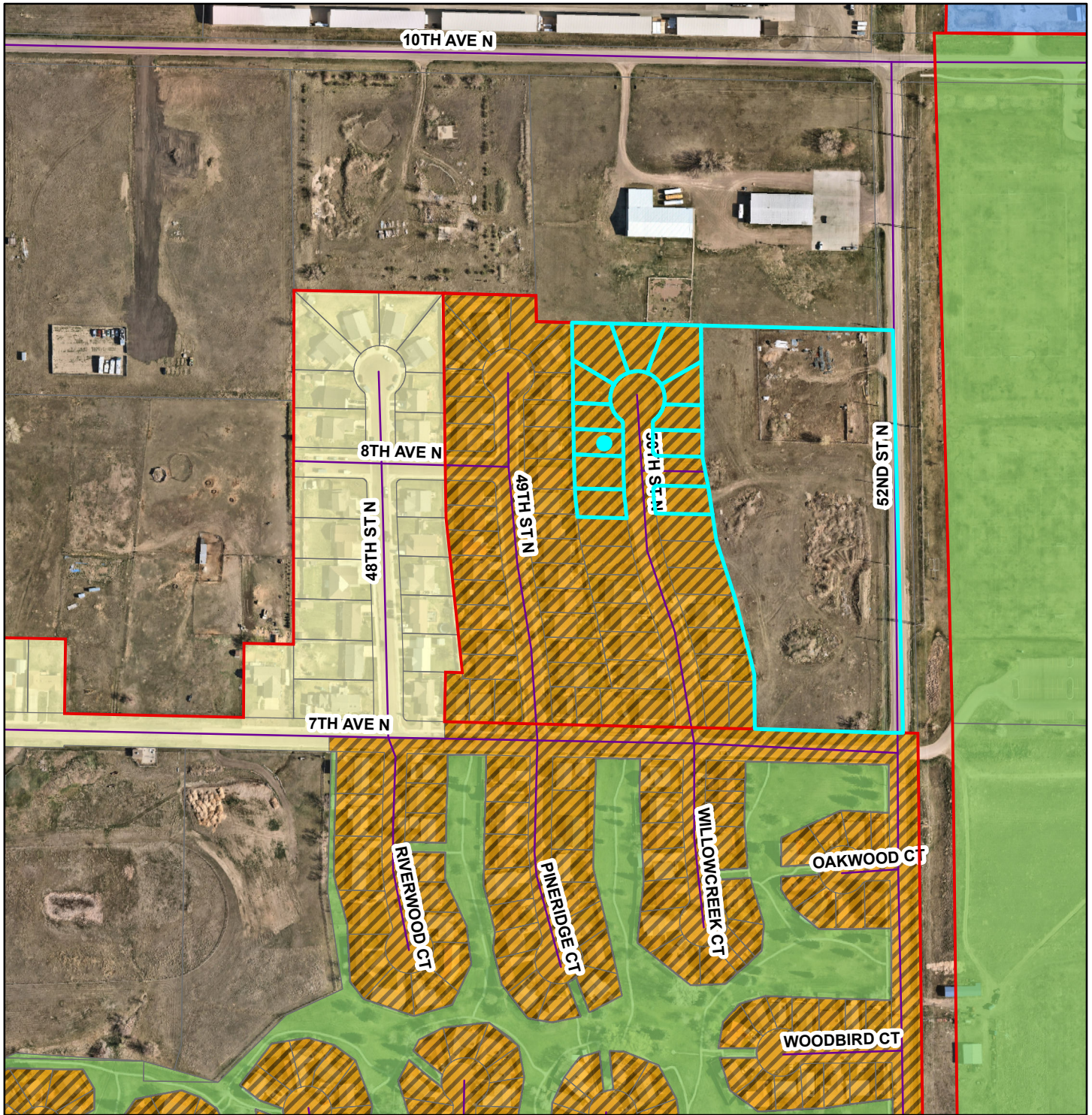
# Aerial Map







-  Parcel selection
-  City Limits

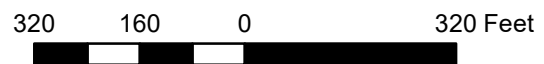


# ZONING MAP



## Legend

-  R-3 Single-family High Density
-  PUD Planned Unit Development
-  I-2 Heavy Industrial
-  POS Parks and Open Space
- U Unincorporated Enclave



N



LAND USE APPLICATION SUBMITTAL  
Discovery Meadows Apartments  
September 20, 2022



The following headings follow the “Land Use Application Checklist” that was determined to be required for submittal from the City of Great Falls Planning and Community Development Department. The checklist was supplied to Woith Engineering on May 9<sup>th</sup>, 2022. See Appendix A for the signed Land Use and Right of Way Vacation Checklist.

## 1. ANNEXATION BY PETITION

### 1.A. AERIAL EXHIBIT

See Appendix B.

### 1.B. NARRATIVE OF THE PROPOSED PROPERTY

The following narrative is intended to better describe the intent and preliminary design details of the Discovery Meadow Apartments.

Discovery Meadow Apartments located in northeast, Section 04, Township 20 North, Range 04 east, P.M.M. City of Great Falls, Cascade County, Montana. The proposed multi-family development will occur at the corner of 52<sup>nd</sup> Street North and 7<sup>th</sup> Avenue North and will be adjacent to the current Cottage Grove Phase 3 Subdivision, which will be amended per this submittal. The proposed 8.9 acre development is proposing to be zoned to R-6 Multi-Family High Density as described in Section 3.

Discovery Meadows Apartments will include a 252 total unit multi-family complex divided into six 42-plex buildings. Each building will be three total stories. On site will also be a clubhouse to be used as central core for the tenants of this proposed development with indoor and outdoor amenities. All parking will be onsite and will conform to the City of Great Falls standards. The current location of the platted cul-de-sac in Cottage Grove Phase 3 will be shifted to the south down 50<sup>th</sup> Street North. This cul-de-sac is currently not built and will be constructed once the Cottage Grove Phase 3 Subdivision is amended.

Utility improvements include the extension of both nearby water and sanitary sewer. Water will be extended up the 52<sup>nd</sup> Street North Right of Way to the northern property line of the development. Water will then be looped throughout the development as noted in Appendix B. Sanitary sewer will be fed from the current Cottage Grove Phase 3 Subdivision system that is stubbed to the west and northwest side of the current property. See Appendix B for further detail on the sanitary sewer system. All water and sanitary sewer main extensions will comply with the City of Great Falls Standards for Design and Construction along with any additional utility extensions requests made by the City of Great Falls Engineering and Public Works Department.

LAND USE APPLICATION SUBMITTAL  
Discovery Meadows Apartments  
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Stormwater throughout the development will be stored and treated with an onsite detention pond on the west side of the property. This pond will then discharge into the existing stormwater pipe that is stubbed to the west side of the property from the Cottage Grove Phase 3 Subdivision. This detention pond along with other onsite stormwater features will handle both the quality and quantity aspects of the City of Great Falls Storm Drainage Design Standards.

## 2. PRELIMINARY PLAT MAJOR SUBDIVISION (TABLE 1)

### 2.A. PRELIMINARY PLAT

See Appendix C for the preliminary plats that will be associate with this project. Two plats will be used, the first amended plat will amend the currently platted Cottage Grove Phase 3 Subdivision, the second will create the Discovery Meadows Major Subdivision.

### 2.B. CONCEPTUAL PLANS FOR PUBLIC INFRASTRUCTURE

See the Site plan in Appendix B.

### 2.C. PRELIMINARY SOILS/GEOTECHNICAL INFORMATION

See Appendix D.

### 2.D. ESTIMATED WATER AND WASTEWATER DEMAND/DISCHARGE

#### Water Discharge:

The average daily demand, including domestic demands and irrigation demands, was calculated based on the following assumptions:

*Domestic: 100 gallons per day (as per DEQ 4)*

*Irrigation: two inches per week during the summer months (June-August). Assuming all of landscaped area is irrigated.*

The average daily domestic demand is calculated as follows:

Projected Max Number of Tenants: 144 two-bedroom and 108 studio (assuming 2 tenants per unit)

Projected Max Number of Tenants:  $(144 \times 2) + (108 \times 2) = 504$  Tenants

$D_{DOM} = 504 \text{ residences} \times 100 \text{ gpd} = 50,400 \text{ gpd}$

LAND USE APPLICATION SUBMITTAL  
Discovery Meadows Apartments  
September 20, 2022



### 2.E. PRELIMINARY DRAINAGE PLAN

See the Site Plan in Appendix B.

### 2.F. SPECIAL FUNDING PROPOSAL

There are no special funding proposals for the public infrastructure on this proposed development.

### 2.G. PRELIMINARY EASEMENTS

See the Preliminary Plats in Appendix C.

## 3. ZONING MAP AMENDMENT (TABLE 3)

### 3.A. AERIAL EXHIBIT

See the Site Plan in Appendix B.

### 3.B. NARRATIVE OF THE REZONE

The proposed development will be comprised of both a portion of the current Cottage Grove Phase 3 Subdivision and the 6.58 acres of vacant land to the east that is currently not annexed into the City and sits within Cascade County. The current zoning of Cottage Grove Phase 3 is a Planned Unit Development (PUD), along with the previous phases of Cottage Grove Subdivisions. The county parcel to the east is zoned Suburban Residential - 1 that will ultimately be combined to make up the proposed development property.

Neighboring zoning includes; PUD to the west, Suburban Residential – 1 to the north, and Parks and Open Space (POS) to the east and south. The proposed zoning for this development will be R-6 (Multi-Family High Density Residential) to achieve the multi-family housing types that the development will be geared towards.

### 3.C. SITE PLAN

See the Site Plan in Appendix B.

### 3.D. PLANS AND SUPPLEMENTAL INFORMATION

See Section 2 that follows the Plans and Supplemental Information related to the Zoning Map Amendment.





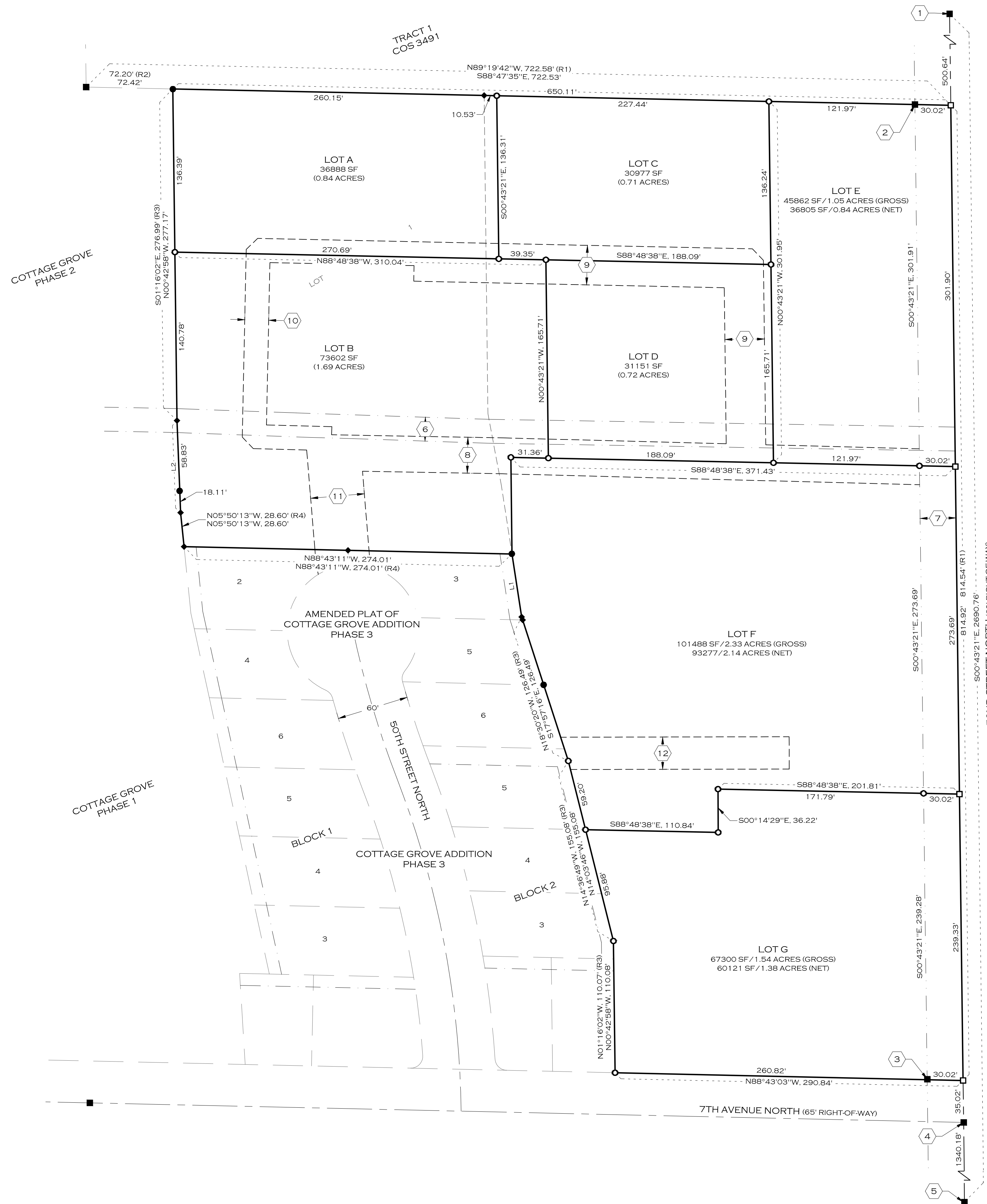
# PRELIMINARY PLAT OF DISCOVERY MEADOWS APARTMENTS

LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

OWNER OF RECORD  
DISCOVERY MEADOWS, INC.

SURVEY COMMISSIONED BY  
DISCOVERY MEADOWS, INC.

TOTAL SUBDIVISION AREA  
8.88 ACRES (GROSS)  
8.32 ACRES (NET)



### LEGEND

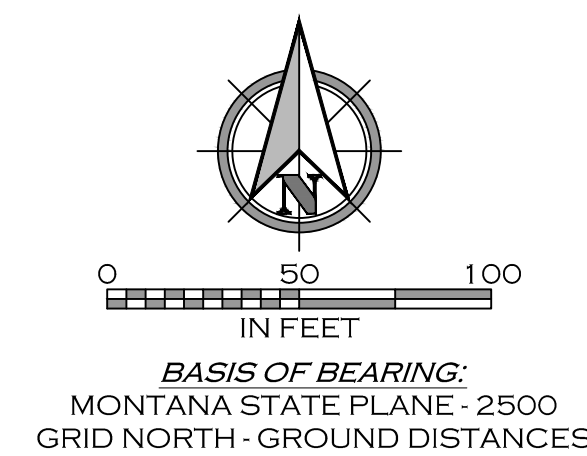
- SECTION LINE
- LOT BOUNDARY PER THIS AMENDED PLAT
- - - OLD LOT BOUNDARY
- - - ADJOINING LOT BOUNDARY (NOT PART OF THIS SURVEY)
- - - EXISTING EASEMENT AS DESCRIBED
- - - EXISTING RIGHT-OF-WAY
- - - EASEMENT AS DESCRIBED (PER THIS DOCUMENT)
- FOUND 1 1/2" YELLOW PLASTIC CAP MARKED "5206ES"
- ◆ FOUND 1 1/4" YELLOW PLASTIC CAP MARKED "WEI SHAYLOR 191 10LS"
- FOUND MONUMENT AS DESCRIBED
- SET 3/8" X 24" REBAR WITH 1 1/4" YELLOW PLASTIC CAP MARKED "WEI SHAYLOR 191 10LS"
- CALCULATED POINT - NOTHING FOUND OR SET
- (R1) RECORD OR ADDITIVE RECORD - CERTIFICATE OF SURVEY 4098 (2003)
- (R2) RECORD OR ADDITIVE RECORD - PLAT OF COTTAGE GROVE ADDITION PHASE 2 (2007)
- (R3) RECORD OR ADDITIVE RECORD - PLAT OF COTTAGE GROVE ADDITION PHASE 3 (2008)
- (R4) RECORD OR ADDITIVE RECORD - AMENDED PLAT OF COTTAGE GROVE ADDITION PHASE 3 (2022)

### LINE TABLE

LINE #	BEARING & DISTANCE	RECORD
L1	N08°45'36"W, 53.24'	S08°45'36"E, 53.24' (R4)
L2	N02°14'07"W, 76.94'	N02°47'07"W, 76.94' (R4)

### KEY NOTES

- ① 1 1/2" ALUMINUM CAP MARKED "86445"
- ② 1 1/4" YELLOW PLASTIC CAP, ILLEGIBLE
- ③ 2 1/2" Ø IRON PIPE
- ④ 1 1/2" ALUMINUM CAP
- ⑤ 2" ALUMINUM CAP, ILLEGIBLE
- ⑥ 20' NATURAL GAS LINE EASEMENT
- ⑦ 30' PUBLIC RIGHT-OF-WAY DEDICATED PER THIS PLAT
- ⑧ 30' ACCESS UTILITY EASEMENT
- ⑨ 33' ACCESS AND UTILITY EASEMENT
- ⑩ 20' ACCESS AND UTILITY EASEMENT
- ⑪ 45' UTILITY EASEMENT
- ⑫ 27' UTILITY EASEMENT



	1/4	SECTION	TOWNSHIP	RANGE	PRINCIPAL MERIDIAN MONTANA CASCADE COUNTY, MONTANA WEI JOB#: 2214 DRAWN: CRH/RLO QA: MDS DATE: SEPTEMBER 20, 2022 FILENAME: PH2-PLAT.DWG SHEET 2 OF 2
	4	4	20 N	4 E	
405 3RD STREET NW, SUITE 206 - GREAT FALLS, MT 59404 • 406-761-1955 3800 O'LEARY STREET, SUITE A - MISSOULA, MT 59808 • 406-203-6565 WWW.WOITHENG.COM					

**IMPROVEMENT AGREEMENT FOR DISCOVERY MEADOWS, INC. DEVELOPMENT, LEGALLY DESCRIBED AS MARK 17 IN THE SE 1/4 OF SECTION 4, T20N, R4E, P.M.M., CASCADE COUNTY, MONTANA**

The following is a binding Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between Discovery Meadows, Inc., hereinafter referred to as "Owner", and the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as "City", regarding the requirements for the annexation of a tract of land into the corporate limits of the City legally described as Mark 17 in the SE ¼ of Section 4, T20N, R4E, P.M.M., Cascade County, Montana, hereinafter referred to as "Subject Property". 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 Property. The City is authorized to enter into this Agreement by §§ 17.68.010-040 of the Official Code of the City of Great Falls (OCCGF).

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

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

**1.2** Insulates the Subject Property from the impact of changes in the City's zoning regulations, provided that no substantial changes in the development of the Subject Property 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 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** Contemplates 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 annexation of the Subject Property in order to facilitate their enforcement; and

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

**2. Duration.** The term of this Agreement begins at the date here above written and with the exceptions

stated below, is a perpetual recorded agreement between the Owner and the City.

**2.1 If Work Does Not Begin.** This Agreement may be amended if final construction plans for the first phase of 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 12 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 required improvements listed in this Agreement, voids the Agreement and the vested rights established by Section 9. 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 are to be submitted for review and approval by the City.

**3.1 Final Plat.** The Final Plat, to be filed on record in the Clerk and Recorder's Office of Cascade County, Montana, upon approval by the City of Great Falls.

**3.2 Construction Documents.** Engineering drawings, specifications, reports and cost estimates (preliminary and final), prepared for the Subject Property, 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.

**3.3 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 upon completion of construction.

**3.4 Legal Documentation.** Legal documents, including but not limited to any articles of incorporation, bylaws, covenants, and declarations establishing the authority and responsibilities of the Owner relating to the Subject Property, 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 Property 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 Subject Property, 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 so before the proposed change is made may be considered by the City to be

a breach of this Agreement and a violation of the OCCGF. The Administrator shall respond to all proposed changes within fifteen (15) 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 annexation of the Subject Property 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. The 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 uses; 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 Property 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 Engineering Inspections.** The Owner is responsible to pay all applicable engineering fees established by Resolution of the City Commission of the City of Great Falls.

**5.3 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.

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

**5.5 Storm Drain Fee.** The Owner is responsible to pay a storm drain fee in the amount of \$250 per acre for the Subject Property. This would equal a total of \$1,658.00 for the total 6.632 acres of the Subject Property. The total storm drain fee is to be paid to the City no later than 30 days after the annexation resolution for the Subject Property is recorded.

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

**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. On-Site Improvements.** The on-site improvements required prior to certificate of occupancy of any structure built upon the Subject Property shall include everything required to provide water, sanitary sewer, sanitary sewer industrial pretreatment (as applicable), fire protection, storm drainage, storm water quality treatment, access, and other requirements as may be required by 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 Property. The Owner shall provide public utility easements for all required public utilities. 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. Stormwater quantity and quality control measures must comply with standards of the City of Great Falls Storm Drainage Design Manual for the on-site private improvements. The design, installation, inspection, and maintenance responsibilities of these improvements shall be approved by the City of Great Falls. The Owner will not be required to install stormwater quantity and quality control measures for drainage from the public right-of-ways. All stormwater from the right-of-ways of 52<sup>nd</sup> Street North and 7<sup>th</sup> Avenue North will enter the existing City's storm drainage system. Additionally, an enforceable operation and maintenance agreement with the City and the Owner is required to ensure private stormwater control measures function properly.

**8. 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.

**9. 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. This vested right does not exempt the Owner from compliance with other provisions of the OCCGF, including specifically those intended to prevent and remediate public nuisances, nor does it protect the Owner from changes in the City's building codes and fees, development fees, and inspection fees. This vested right does not exempt the owner from compliance with changes to state and federal requirements, including those of the Montana Department of Transportation (MDT). This vested right may be voided, in whole or in part, if the Owner proposes substantial changes in the approved final construction plans of the development of the Subject Property.

**10. Required Public Improvements.** The public improvements required for the development of the Subject Property shall be installed as shown on the final construction plans that are submitted to and approved by the City of Great Falls prior to issuance of the applicable Certificates of Occupancy for each

development phase. As an alternative, the Owner may provide a financial security for said improvements as prescribed in Section 12.

**10.1 Water.** The Owner hereby agrees to extend a looped eight (8) inch public water main through the development and connect to the existing water mains as shown on the proposed Site Plan consistent with City standards and submitted plans approved by the City of Great Falls, including the addition of the required fire hydrant(s). The improvements shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. Any portion of water main service 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.

**10.2 Sanitary Sewer.** All buildings upon the subject property shall be served by sanitary sewer as shown on the proposed Site Plan. The construction of the sewer main is the responsibility of the Owner. Sanitary sewer mains shall be constructed consistent with City standards and submitted plans approved by the City of Great Falls. The improvements shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. Any portion of sewer main service 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.

**10.3 Improvements to 52<sup>nd</sup> Street North and 7<sup>th</sup> Avenue North.** The Owner agrees to construct curbing, sidewalk, and boulevard landscaping along the west side of 52<sup>nd</sup> Street North and curbing along the east side of 52<sup>nd</sup> Street North. The Owner agrees to provide a Geotechnical Report to support the design of the 52<sup>nd</sup> Street North roadway pavement section, and agrees to convert the existing gravel road to a paved facility meeting all City standards. The Owner shall provide a crosswalk on the north end of the intersection of 52<sup>nd</sup> Street North and 7<sup>th</sup> Avenue North to create a pedestrian connection to the City's Siebel Soccer Fields facility. The City shall be responsible for reimbursing the Owner for half of the roadway improvements made to 52<sup>nd</sup> Street North. The City shall paint the curbs and install "No Parking" signs along the east and west sides of 52<sup>nd</sup> Street North. The Owner also agrees to construct and/or reconstruct curbing, sidewalk, and boulevard landscaping along the north side of 7<sup>th</sup> Avenue North. Design and installation shall be consistent with City standards and submitted plans approved by the City of Great Falls. All boulevard improvements, including curbing, sidewalks, and landscaping on the West side of 52<sup>nd</sup> Street North shall be maintained by the Owner. Additionally, the Owner is required to construct the sub-base course for the northern 8-12 foot portion of 7<sup>th</sup> Avenue North. The City shall be responsible for the paving of this street section.

**11. 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 receiving 10% of the security required by Section 12 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 follow the procedure established in Section 12 of this Agreement for the release of security. Installation of all sidewalks, curb ramps, water, sewer, storm drain, and other public improvements for the Subject Property shall be subject to the City's inspection policy in place at the time of installation.

**12. Security for Public Improvements.** If any public improvements in each construction phase need to be deferred, 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 12. 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 Property 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.

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

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

**15. Public Roadway Lighting.** The Owner agrees to waive its right to protest and appeal any future special lighting district for public roadway lighting facilities that service the Subject Property, and further agrees to pay for the installation of public roadway lighting which services the Subject Property, if such lighting is required by the City during project review.

**16. City Acceptance and Zoning.** In consideration of the terms of this Agreement, the City hereby accepts the Subject Property for incorporation by annexation into the corporate limits of the City of Great Falls, Montana, with an assigned City zoning classifications of R-6 Multi-family High Density north of the center-line of 7<sup>th</sup> Avenue North and the entire width of 52<sup>nd</sup> Street North.

**17. Limitation of Liability.** The City will conduct a limited review of plans and perform inspections for compliance with requirements set forth in this agreement and/or in applicable law. The scope of such review and inspections will vary based upon development type, location and site characteristics. The Owner is exclusively responsible for ensuring that the design, construction drawings, completed



construction, and record drawings comply with acceptable engineering practices, State requirements, and other applicable standards. The City’s limited plans review and inspections are not substantive reviews of the plans and engineering. The City’s approval of any plans or completed inspections is not an endorsement of the plan or approval or verification of the engineering data and plans. Neither the Owner, nor any third party may rely upon the City’s limited review or approval.

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

**18. 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\*:

\_\_\_\_\_  
\_\_\_\_\_, 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.

Discovery Meadows, Inc.

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)

DRAFT