



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
November 05, 2019
7:00 PM**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

PROCLAMATIONS

PETITIONS AND COMMUNICATIONS

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

1. Miscellaneous reports and announcements.

NEIGHBORHOOD COUNCILS

2. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

3. Miscellaneous reports and announcements from Boards and Commissions.

CITY MANAGER

4. Miscellaneous reports and announcements from City Manager.

CONSENT AGENDA

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

5. Minutes, October 15, 2019, Commission Meeting.
6. Total Expenditures of \$4,904,259 for the period of September 25, 2019 through October 23, 2019, to include claims over \$5000, in the amount of \$4,434,081.
7. Contracts List.
8. Accept the State Hazmat Team Sustainment Financial Assistance Program Funds in the amount of \$40,000.00 over the next two years to sustain the City's Hazmat team's equipment and supplies.

9. Award a contract in the amount of \$238,262.00 to United Materials of Great Falls for the Jaycee Park – Pickleball, Basketball, and Pavilion Improvements Project, and authorize the City Manager to execute the agreements.
10. Approve Change Order No. 1 in the amount of \$18,825.63 for the Great Falls Animal Shelter Cattery Addition and authorize the City Manager to execute the necessary documents.
11. Approve final payment for the Lower Southside Water Main Replacement – Phase III project, to United Materials of Great Falls, Inc. in the amount of \$72,145.65, and \$728.74 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.
12. Approve final payment for the Public Works Facilities Repairs project, to EJ Carpentry, LLC in the amount of \$24,517.50, and \$247.65 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.

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

PUBLIC HEARINGS

13. I.) Resolution 10320, Annexing Lots 4-6, Block 10 of Finlay’s Supplement to Prospect Park Addition, and the adjoining right-of-way of 15th Street South and 22nd Alley South.
Action: Conduct a joint public hearing and adopt or deny Res 10320 and approve or deny accompanying Findings of Fact/ Basis of Decision and Improvement Agreement. (Presented by Craig Raymond)

II.) Ordinance 3210, Assigning R-3 Single-Family High Density zoning and a Non-Administrative Plat to aggregate the subject properties *Action: Adopt or deny Ord. 3210.*

III.) Amended plat, Aggregating the subject properties described as Lots 1-6, Block 10 of Finlay’s Supplement to Prospect Park Addition. *Action: Approve or deny the amended plat and the accompanying Findings of Fact/ Basis of Decision.*
14. Ordinance 3209, Approving an Urban Renewal Project (Buffalo Crossing Project) and Associated Infrastructure Improvements in the West Bank Urban Renewal Area and Authorizing Financing of Infrastructure Improvements with Tax Increment Revenue. *Action: Conduct a public hearing and adopt or deny Ord. 3209 and approve or not approve the Development Agreement. (Presented by Craig Raymond)*

OLD BUSINESS

15. Creative Mural/Logo Design and Painting of the Gore Hill Water Tower – Request for Cost Proposals (RFP). *Action: Award or not award a contract in the amount of \$55,000.00 to Cameron Moberg for design option number one for the Creative Mural/Logo Design and Painting of the Gore Hill Water Tower and Identify a funding source. (Presented by Jim Rearden)*

NEW BUSINESS

ORDINANCES / RESOLUTIONS

CITY COMMISSION

16. Miscellaneous reports and announcements from the City Commission.

17. Commission Initiatives.

ADJOURNMENT

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

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

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

JOURNAL OF COMMISSION PROCEEDINGS
October 15, 2019

Regular City Commission Meeting

Mayor Bob Kelly presiding

CALL TO ORDER: 7:00 PM

Commission Chambers Room 206

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Bob Kelly, Bill Bronson, Mary Sheehy Moe, Owen Robinson, and Tracy Houck. Also present were the City Manager Greg Doyon; Deputy City Clerk Darcy Dea; Public Works Director Jim Rearden; Planning and Community Development Director Craig Raymond; Finance Budget Analyst Kirsten Myre; Fire Chief Steve Hester; City Attorney Sara Sexe; and, Police Chief Dave Bowen.

AGENDA APPROVAL: City Manager Greg Doyon reported that Agenda Item 19, Appointments, Great Falls Citizen's Council, was added to the Agenda after original posting on the City's website. The City Commission approved the Agenda.

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

1.

PROCLAMATIONS

Mayor Kelly read a proclamation for Extra Mile Day (November 1, 2019), and Commissioner Houck read a proclamation for Red Ribbon Week (October 28 – November 1, 2019).

PETITIONS AND COMMUNICATIONS

2. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Jeni Dodd, 3245 8th Avenue North, commented that, after notifying the Public Works Department years ago, her damaged garbage can has not been replaced and the sunken area of the paved alley behind her residence has not been repaired. But, her new neighbor, who is a City employee, immediately got a new garbage can and the alley behind his residence only fixed.

She commented that she hoped the Holocaust Survivor presentation makes the community aware of the dangers of a tyrannical government.

Ms. Dodd also inquired how the three blocks were chosen by the Great Falls Development Authority (GFDA) for its Downtown Visioning project.

Referring to the damaged garbage can and alley, Mayor Kelly suggested Ms. Dodd email him and he will forward her concerns to the proper Department. Referring to the GFDA Visioning Project, Mayor Kelly suggested Ms. Dodd contact GFDA directly.

John Hubbard, 615 7th Avenue South, disagreed with the City's leaf pick up requirements in the boulevard areas. He also noted the \$80+ million dollar Montana Expo Park project.

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Donna Williams, 2916 2nd Avenue North, commented that trees are important for the community and expressed appreciation to City staff for providing a donation form for planting trees on the City's website.

NEIGHBORHOOD COUNCILS

3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

BOARDS & COMMISSIONS

4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM BOARDS AND COMMISSIONS.

Commissioner Robinson reported that the Complete Count Committee for the Census 2020 was at the What Women Want Expo and was successful with regard to getting the word out about the importance of the Census 2020.

5. APPOINTMENT TO THE ADVISORY COMMISSION ON INTERNATIONAL RELATIONSHIPS.

Commissioner Bronson moved, seconded by Commissioner Robinson, that the City Commission appoint Sachin Jain and Sylvia Lindinger-Sternart to the Advisory Commission on International Relationships for partial three-year terms through March 31, 2022.

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

Motion carried 5-0.

CITY MANAGER

6. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon reported on the following:

- The City was ranked nine out of ten for starting the most new businesses and 23rd amongst US cities of similar size by AdvisorSmith.
- Representatives for labor groups met on October 1st and mediation was unsuccessful with regard to the implementation of a citywide random drug testing policy.
- Great Falls Fire Rescue conducted Fire Prevention Education at local elementary schools.
- The City received the 2018/2019 Lost Control Achievement Award in Workers Compensation at the Montana League of Cities and Towns Conference.
- Manager Doyon and Deputy Manager Chuck Anderson will be attending the 2019 International City Manager's Association Conference.

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- The Great Falls Area Community Foundation is a group being considered to handle donations for the Gore Hill Water Tower logo.
- Recycling opportunities will be a topic of discussion at the Council of Councils meeting on October 29th.

Public Works Director Jim Rearden announced that the Department of Environmental Quality (DEQ) reported that the running annual averages for haloacetic acids (HAA5) have dropped below the Maximum Contaminant Level (MCL) concentration of all eight monitoring locations, and the violations previously issued are resolved.

Director Rearden reported that unforeseen issues will require the road closure of Fox Farm Road to be extended until October 17, 2019.

CONSENT AGENDA.

7. Minutes, October 1, 2019, Commission Meeting.
8. Total Expenditures of \$2,536,953 for the period of September 6, 2019 through October 2, 2019, to include claims over \$5000, in the amount of \$2,255,578.
9. Contracts List.
10. Approve the Interlocal Agreement between the Cascade County Sheriff's Office and the City of Great Falls Fire Rescue to establish a Rescue Task Force team in the event of an Active Shooter Event.
11. Postpone consideration of the design selection and bid award for the Creative Mural/Logo Design and Painting of the Gore Hill Water Tower project until the November 5, 2019 Commission meeting. **OF 1625.9**
12. Approve the bid award for the City of Great Falls Emergency Communication Center for replacement of the CPE (call processing equipment) in the amount of \$301,004.41 from Central Square/ Zuercher Technologies, and authorize the City Manager to execute necessary contract documents and any additional agreements needed to implement the system.
13. Recommend staff re-advertise in January 2020 for the Gibson Park Trail Restoration Project due to no bids being received. **OF 1737.2**

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

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

Motion carried 5-0.

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PUBLIC HEARINGS

OLD BUSINESS

NEW BUSINESS

14. AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT WITH WEST BANK, LLC PERTAINING TO WEST BANK LANDING URBAN RENEWAL PROJECT (OF 1488.4).

Planning and Community Development Director Craig Raymond reported that in August 2016, the City Commission adopted Ordinance 3145, which authorized a Development Agreement between West Bank, LLC and the City. This Development Agreement committed the City to issue bonds in order to pay or reimburse West Bank, LLC for up to nearly \$2.7 million of costs for infrastructure improvements associated with the West Bank Landing development project.

On October 2, 2018, the City Commission approved Amendment No. 1 to the 2016 Development Agreement. This amendment authorized a \$700,000 early reimbursement to West Bank, LLC for completed infrastructure improvements. The Developer's Representative, Brad Talcott, is requesting a second payment of \$350,000 of remaining funds from the City's West Bank Urban Renewal District Tax Increment Financing account. Currently, this account has an available balance of \$360,500.

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

- \$350,000 of immediate payment to West Bank LLC.
- Approximately \$242,000 of reimbursement payment for Buffalo Crossing upon completion of the Phase I improvements. The payment would occur after the City's 2019 TIF fund payment in December.
- Approximately \$108,600 of reimbursement payment for Buffalo Crossing upon completion of Phase II improvements.

Commissioner Robinson moved, seconded by Commissioner Bronson, that the City Commission approve Amendment No. 2 to Development Agreement with West Bank, LLC pertaining to West Bank Landing Urban Renewal Project.

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

Brad Talcott, 2801 4th Avenue North, expressed appreciation to City staff for considering the proposal to disperse the funds early.

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Mayor Kelly received clarification that \$350,000 would be paid immediately to West Bank LLC and the request to issue bonds will occur at a later date.

Mayor Kelly commended Mr. Talcott for making a difference in the community with regard to his efforts to the West Bank area.

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

Motion carried 5-0.

ORDINANCES/RESOLUTIONS

15. A.) RESOLUTION 10319, RESOLUTION OF INTENTION APPROVING AN URBAN RENEWAL PROJECT (BUFFALO CROSSING.)

Planning and Community Development Director Craig Raymond reported that the West Bank Urban Renewal and Tax Increment Financing (TIF) District was adopted by the Great Falls City Commission in 2007 and encompasses property on the west bank of the Missouri River on either side of the Central Avenue West Bridge. Within the West Bank Urban Renewal TIF District is the recently approved Buffalo Crossing subdivision that includes the existing Barrel Building and six lots that were approved for subdivision by the City Commission on July 3, 2018. The purpose of creating the West Bank TIF was to address blighted conditions that had diminished the environmental, economic, and cultural conditions of the West Bank area over time in order to foster economic development, job creation, and improve overall environmental quality of the area.

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

- 1) \$74,000 for demolition of existing structures. The applicant is seeking TIF funds to demolish an existing loading dock on south side of the barrel vault building as well buildings on the west side of Bay Drive.
- 2) \$140,000 to relocate overhead power lines from the east side of Bay Drive to the west side of Bay Drive.
- 3) \$81,000 towards Bay Drive sidewalk and landscaping. The City requires certain public improvements to the City right-of-way as development occurs. The owners have committed to landscaping and sidewalks within the right-of-way before development occurs to improve the streetscape of the property.
- 4) \$27,600 for River's Edge Trail public access.
- 5) \$28,000 for civil engineering fees.

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

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

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

Subject to City Commission approval, staff recommends the following funding sequence:

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

Commissioner Robinson moved, seconded by Commissioner Bronson, that the City Commission adopt Resolution of Intention 10319.

Written correspondence was received from **Shyla Patera**, 1013 7th Avenue NW, expressing support of development; however, she has an issue with mixed-use housing impacting citizens with disabilities, as well as environmental concerns with regard to the proximity to the railroad.

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

Brad Talcott, 2801 4th Avenue North, expressed appreciation of the opportunities that TIF Districts provide for development in the West Bank area; however, he expressed concern with regard to the different requirements for distribution of funds for new development in TIF districts. Mr. Talcott explained that the incremental taxes for the West Bank One development are 125 percent of the repayment schedule. Referring to the West Bank Landing development, Mr. Talcott explained that there is no interest being paid and the bonds will not be issued until the additional incremental taxes are 140 percent of the repayment schedule.

City Manager Doyon explained that the City follows state law with regard to TIF districts and different types of districts have different requirements for bonding. Bond counsel reviews all changes, and makes recommendations to staff and staff determines how to best use the general fund for the entire TIF district in order to eliminate blight and to advance development. City Manager Doyon commented that staff will provide Mr. Talcott an explanation from bond counsel with regard to his concerns.

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Director Raymond explained that, if approved by the Commission, a payment of \$350,000, from the West Bank TIF District Fund would be used to reimburse West Bank LLC for completion of Phase I and II. He concluded that developers understand that the majority of the risk is going to be on them.

Mayor Kelly received clarification that the change from 1.25 to 1.4 coverage for TIF's is a bonding recommendation, and that currently the City is not working with any other TIF request looking to bond. Mayor Kelly expressed concern with regard to whether the changing conditions within TIF districts are being effectively communicated to the developers.

Commissioner Bronson explained that TIF reimbursements for infrastructure are subject to the availability of funds and commented that the Commission needs more clarification from bond counsel before the November 5th public hearing.

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

Motion carried 5-0.

B.) ORDINANCE 3209, APPROVING AN URBAN RENEWAL PROJECT (BUFFALO CROSSING) AND ASSOCIATED INFRASTRUCTURE IMPROVEMENTS IN THE WEST BANK URBAN RENEWAL AREA AND AUTHORIZING FINANCING OF INFRASTRUCTURE IMPROVEMENTS WITH TAX INCREMENT REVENUE.

Commissioner Houck moved, seconded by Commissioner Bronson, that the City Commission accept Ordinance 3209 on first reading and set the public hearing for November 5, 2019.

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

Commissioner Robinson expressed support with regard to TIF projects. Referring to procedure, Commissioner Robinson inquired if the language in Ordinance 3209 could be modified after receiving recommendations from outside bond counsel.

City Attorney Sara Sexe responded that it is unlikely that bond counsel will change the language in the Ordinance, and the Commission determines the final language.

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

Motion carried 5-0.

16. **ORDINANCE 3210, ASSIGNING R-3 SINGLE-FAMILY HIGH DENSITY ZONING TO THE PROPERTIES LEGALLY DESCRIBED AS LOTS 4-6, BLOCK 10 OF FINLAY'S SUPPLEMENT TO PROSPECT PARK ADDITION, AND THE ADJOINING RIGHT-OF-WAY OF 15TH STREET SOUTH AND 22ND ALLEY SOUTH.**

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Planning and Community Development Director Craig Raymond reported that the subject properties proposed for annexation are legally described as Finlay's Supplement to Prospect Park Addition, Lots 4-6, Block 10 and the adjoining right-of-way of 15th Street South and 22nd Alley South. Finlay's Supplement to Prospect Park is an old subdivision that dates back to the 1890's. The applicant currently owns six lots, three of which are located within City limits and three that are in County jurisdiction. The properties are served by City water and a septic tank that is located on the County parcels.

The ultimate goal of the owner was to sell the property wholly in the city as opposed to a fragmented jurisdictional problem, which creates confusion for owners, insurance companies, and emergency services. Since that time, the original owner signed the annexation petition, and was able to sell the property. The new owner; however, is requesting that the annexation process continue as scheduled. Staff has been working with the new and previous owner to amend the appropriate applications, agenda report and any other modifications that may be needed to reflect the new ownership.

Although the City is only providing water service to the properties and street services are minimal because the adjoining street is not yet paved and curbed, no new development is being proposed that would stress City service levels. Due to the fact that a City sewer main is several blocks away and cannot be feasibly extended at this time, staff is willing to support a petition for annexation without immediate connection to the City sewer system. However, such a connection would need to be made in the future when the relatively new septic system eventually is not functional.

Staff finds that the requested R-3 zoning is appropriate due to the existing conditions of the surrounding properties, which are already located in the City limits and are consistently zoned R-3.

At the conclusion of a public hearing held on September 24, 2019, the Zoning Commission recommended that the City Commission approve the establishment of R-3 Single-family High Density zoning for the subject properties with conditions as outlined in the agenda report.

Commissioner Bronson moved, seconded by Commissioner Houck, that the City Commission accept Ordinance 3210 on first reading and set a public hearing for November 5, 2019.

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

Commissioner Moe received clarification that the City sewer main is several blocks away, and cannot be feasibly extended at this time.

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

Motion carried 5-0.

CITY COMMISSION

17. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

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Commissioner Houck commented that while attending the Montana League of Cities and Towns Conference, representatives from other cities recognized Great Falls staff for their knowledge of city matters.

18. COMMISSION INITIATIVES.

Mayor Kelly commented that unhitched, commercial trailers parked on residential streets have become a nuisance and requested staff to look into finding a solution.

Commissioner Bronson expressed concern with regard to limiting the issue to one type of vehicle.

19. APPOINTMENTS, GREAT FALLS CITIZEN'S COUNCIL.

Mayor Kelly moved, seconded by Commissioner Bronson, that the City Commission appoint Commissioner Houck and Commissioner Robinson to serve on the Great Falls Citizen's Council also known as Council of Councils for the October 29, 2019 meeting.

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

Motion carried 5-0.

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ADJOURNMENT

There being no further business to come before the Commission, **Mayor Kelly moved, seconded by Commissioner Moe, to adjourn the regular meeting of October 15, 2019, at 8:20 p.m.**

Motion carried 5-0.

Mayor Bob Kelly

Deputy City Clerk Darcy Dea

Minutes Approved: November 5, 2019

DRAFT



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

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECK RUNS FROM OCTOBER 3, 2019 - OCTOBER 23, 2019	4,881,609.92
MUNICIPAL COURT ACCOUNT CHECK RUN FOR SEPTEMBER 25, 2019 - OCTOBER 16, 2019	22,649.50
TOTAL: \$	4,904,259.42

GENERAL FUND

OTHER ADMIN

AVI SYSTEMS INC	VIDEO AND CAMERA SYSTEM FOR CHAMBERS AND GIBSON	24,767.05
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FIRE

FALLS MECHANICAL LLC	OF 1727.5 FIRE STATION SEWER REHAB	5,396.00
L N CURTIS & SONS	WILDLAND FIREFIGHTING GEAR	6,429.10

SPECIAL REVENUE FUND

STREET DISTRICT

GREAT FALLS SAND & GRAVEL	HOT MIX TYPE B & TYPE C	93,354.86
JAMES TALCOTT CONSTRUCTION INC	OF 1733.5 PW FACILITY IMPRV (SPLIT AMONG FUNDS)	24,596.89
KUGLIN CONSTRUCTION	OF 1730.9 MISC CURB RECONSTRUCTION	11,393.22

FEDERAL BLOCK GRANTS

ANDRE EXCAVATION & SEWER SERVICE	NEW SEWER LINE BLOCK GRANT	8,500.00
KUGLIN CONSTRUCTION	OF 1715.4 ADA HANDICAP RAMPS GIANT SPRINGS PH II	11,663.14
NEIGHBORWORKS GREAT FALLS	NEIGHBORHOOD HOUSING COUNSELING	12,174.69

CENTRAL MONTANA AG TECH PARK TID

TD&H ENGINEERING	OF 1658.1 CMATP PHASE 3 STORM DRAIN	13,256.73
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ENTERPRISE FUNDS

WATER

STATE OF MONTANA	OF 1494.6 1% TAX WATER MAIN CROSSING	13,619.62
THE HDD COMPANY INC	OF 1494.6 WATER AIN CROSSING UNDER THE UPPER MISSOURI RIVER	1,348,342.85
THATCHER CO OF MONTANA	CHEMICALS	5,610.09
FERGUSON ENTERPRISES INC	METERS	100,855.26
NORTHWEST PIPE FITTINGS INC	OF 1494.6 WATER MAIN CROSSING UNDER THE UPPER MISSOURI	31,970.06
NALCO COMPANY	CHEMICAL NALCOLYTE	12,316.63
TD&H ENGINEERING	OF 1494.6 PROF SERVICES WM CROSSING MISSOURI & SUN	46,841.05

SEWER

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	247,722.79
VEOLIA WATER NORTH AMERICA	MONTHLY CONTRACTED CAPITAL IMPROVEMENTS	12,500.00
CENTRAL EXCAVATION	OF 1695.8 SLUICE GATE REMOVAL	41,241.31
BOLAND DRILLING	OF 1731.1 SEPTAGE RECEIVING STATION	80,260.39

STORM DRAIN

CENTRAL EXCAVATION	OF 1462.5 18TH ST SO STORM DRAIN IMPROVEMENT	34,119.82
VEOLIA WATER NORTH AMERICA	YEARLY FEE FOR OP OF 3 MDT LIFT	6,585.00

SANITATION

JAMES TALCOTT CONSTRUCTION INC	OF 1733.5 PW FACILITY IMPRV (SPLIT AMONG FUNDS)	43,717.68
GREAT FALLS OVERHEAD DOOR	OF 1733.3 PW DOOR REPLACEMENT (SPLIT AMONG FUNDS)	4,919.27

911 DISPATCH CENTER

VOICE PRODUCTS INC	SERVICE & MAINTENANCE RENEWAL	7,786.00
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PARKING

OTIS ELEVATOR	REPAIR ELEVATOR NORTH PARKING GARAGE	17,450.00
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INTERNAL SERVICES FUND

INSURANCE & SAFETY

MONTANA MUNICIPAL INTERLOCAL AUTHORITY	MONTHLY DEDUCTIBLE RECOVERY PAYMENTS	16,856.37
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HUMAN RESOURCES

TYLER TECHNOLOGIES	LICENSE & SERVICE AGREEMENT FOR ERP SOFTWARE (SPLIT AMONG FUNDS)	19,237.00
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FISCAL SERVICES

DATAPROSE LLC	POSTAGE AND STATEMENT PRINTING FOR SEPTEMBER 2019	10,109.77
ANDERSON ZURMUEHLEN AND CO	AUDIT SERVICES PROGRESS BILLING	15,000.00
TYLER TECHNOLOGIES	LICENSE & SERVICE AGREEMENT FOR ERP SOFTWARE (SPLIT AMONG FUNDS)	112,781.75

INTERNAL SERVICES FUND (CONTINUED)

INFORMATION TECHNOLOGY

ENVIRONMENTAL SYSTEMS	ANNUAL ESRI MAINTENANCE	15,282.88
RESEARCH INSTITUTE INC	(SPLIT AMONG FUNDS)	
DELL MARKETING LP	12 LATITUDE 3400 FOR ERS	9,553.92

CENTRAL GARAGE

JAMES TALCOTT CONSTRUCTION INC	OF 1733.5 PW FACILITY IMPRV (SPLIT AMONG FUNDS)	113,615.05
NORMONT EQUIPMENT CO	SNOW PLOW	5,385.60
MOUNTAIN VIEW CO-OP	FUEL	27,817.27
FISHER METAL PRODUCTS INC	CUSTOM WASTE OIL TANK-UL 142 LEGAL	6,500.00
MONTANA MUNICIPAL INTERLOCAL AUTHORITY	RETURN OF INSURANCE PAYMENT	12,025.52

PUBLIC WORKS ADMINISTRATION

ENVIRONMENTAL SYSTEMS	ANNUAL ESRI MAINTENANCE	10,000.00
RESEARCH INSTITUTE INC	(SPLIT AMONG FUNDS)	
GREAT FALLS OVERHEAD DOOR	OF 1733.3 PW DOOR REPLACEMENT (SPLIT AMONG FUNDS)	8,923.90

TRUST AND AGENCY

COURT TRUST MUNICIPAL COURT

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	11,784.00
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PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	101,323.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	16,755.27
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	113,909.97
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	141,610.88
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	270,465.92
POLICE SAVINGS & LOAN	EMPLOYEE CONTRIBUTIONS	11,572.00
US BANK	FEDERAL TAXES, FICA & MEDICARE	427,903.47
AFLAC	EMPLOYEE CONTRIBUTIONS	19,347.61
LABORERS INTERNATIONAL UNION	EMPLOYEE CONTRIBUTIONS	26,575.12
WESTERN CONF OF TEAMSTERS	EMPLOYEE CONTRIBUTIONS	17,139.49
MONTANA OE - CI TRUST FUND	EMPLOYEE CONTRIBUTIONS	25,790.99
NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	30,828.13
WSCFF EMPLOYEE BENEFIT TRUST	EMPLOYEE CONTRIBUTIONS	6,400.00
MONTANA MUNICIPAL INTERLOCAL AUTHORITY	3RD QUARTER WORKMAN'S COMP	298,246.15

UTILITY BILLS

ENERGY KEEPERS INC	SEPTEMBER 2019 CHARGES	63,180.00
ENERGY WEST RESOURCES INC	SEPTEMBER 2019 CHARGES	9,435.95
NORTHWESTERN ENERGY	SEPT 2019 SLD CHARGES	85,529.59
NORTHWESTERN ENERGY	AUGUST 2019 WATERPLANT CHARGES	22,017.91
HIGH PLAINS LANDFILL	SEPTEMBER 2019 WATERPLANT CHARGES	83,787.08

CLAIMS OVER \$5000 TOTAL: \$ 4,434,081.06

CITY OF GREAT FALLS, MONTANA

AGENDA: 7

COMMUNICATION TO THE CITY COMMISSION

DATE: November 5, 2019

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

PRESENTED BY: Darcy Dea, Deputy City Clerk

ACTION REQUESTED: Ratification of Contracts through the Consent Agenda

MAYOR’S SIGNATURE: _____

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Public Works	Montana Department of Transportation (MDT)	07/01/2019-06/30/2020	State shall reimburse City for maintenance work on State routes	Traffic Control Maintenance Agreement extending the term of the Agreement one state fiscal year 2020 OF 1739 (CR 110718.7C)
B	Public Works – Environmental	CDM Smith, Inc.	11/05/2019-12/31/2021	\$20,000	Professional Services Agreement to provide assistance with the appeal process of the City’s National Pollutant Discharge Elimination System (NPDES) OF 1735.0

C	Planning and Community Development	AT Klemens	11/05/2019-11/05/2020	\$54,202	Ratification of Construction Agreement for Civic Center courtroom & office HVAC upgrade OF 1587.1
D	Administration	Spark Architecture	11/05/2019-12/31/2020	\$9,048	Professional Services Agreement for optimizing space for Finance departments and users currently located within the 4,500 square foot area, while vacating +/- 20% of area near East entrance for the upcoming legal team move project ID # 19041 OF 1750.0
E	Public Works/Engineering	International Malting Company LLC	Permanent	\$1.00	Utility Easement located in the Southeast Quarter of the Northeast Quarter of Section 30, T21N, R4E, P.M.M. (CR Great Bear No. 2 Subdivision & International Malting Company LLC Addition OF 1658.1
F	Public Works/Engineering	NWESTCO, LLC.	11/05/2019-12/30/2020	\$27,182	Construction Agreement for Public Works Complex underground storage tank removal DEQ Facility Id 705558 Tanks 640, 641 & 642 OF 1455.9
G	Public Works/Engineering	Great Falls Overhead Door/ Castle Reef Enterprises LLC	10/30/2019-12/31/2019	NA	Ratification of Amendment No. 1 to Public Works Agreement that extends the term of the agreement for preparation and installation of new overhead doors for the Central Garage Division OF 1733.3 (CR 041619.9E)

H	Public Works/ Engineering	Western Water Consultants Inc. (WWC) Engineering	11/05/2019- 12/06/2019	\$3,500	Professional Services Agreement for the development of a Pre-Disaster Mitigation (PDM) Grant Application for Missouri River North Bank Stabilization OF 1693.0
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Item: State Hazmat Team Sustainment Financial Assistance Program
From: Stephen A. Hester, Fire Chief
Initiated By: Stephen A. Hester, Fire Chief
Presented By: Stephen A. Hester, Fire Chief
Action Requested: Accept the Hazmat Team Sustainment Project Financial Assistance Funds

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/not accept) the Montana State Hazmat Team Financial Sustainment Funds of \$40,000.00 over the next two years.”

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

Summary:

The City of Great Falls has agreed to provide one of the six Montana State Hazardous Materials Technician Emergency Response Teams (Hazmat Team). The State Emergency Response Commission has an agreement with the City to respond to hazardous chemical spills or releases that could occur anywhere in the State of Montana. State Disaster and Emergency Services (DES) provides \$40,000.00 every two years to sustain the Hazmat team’s equipment and supplies.

In addition, the State shall also reimburse the City for all costs incurred when the Hazmat Team is mobilized. This includes not only the costs for the response but also the cost of staff hired back to fill shift positions while the team is deployed.

Background:

The Montana Code Annotated section 10-3-1204 requires the State Emergency Response Commission to provide emergency response to Hazmat incidents and states the following;

“(3) The commission shall implement the provisions of this part. The commission may create and implement a state hazardous material incident response team to respond to hazardous material incidents. The members of the team must be certified in accordance with the plan.

“(4) The commission or its designee may direct that the state hazardous material incident response team be available and respond, when requested by a local emergency response authority, to hazardous material incidents according to the plan.”

The City of Great Falls has been one of the State Hazmat Teams since 1998, and has received well over \$500,000.00 dollars in equipment, supplies and training. Having a State Hazmat team available in our local community has diminished the impact of chemical emergencies by having tools, equipment and expertise immediately available to more quickly assess, contain, and mitigate the emergency.

Fiscal Impact: If accepted, the City shall receive \$40,000.00 to help the Hazmat team to maintain and replace monitoring equipment, to replace worn chemical personal protective equipment and spill containment supplies.

Alternatives: The Commission could choose to not accept the funds, which will affect the Hazmat Teams capability to respond to chemical emergencies

Concurrences:
Montana State Disaster and Emergency Service

Attachments/Exhibits:
State Homeland Program FY19 Award Letter
Obligating Document for Award
Certification Letter to MT DES



State Homeland Security Program (SHSP)

FY 19 Award Letter

Bob Kelley
Great Falls Fire Rescue
105 9 st so
Great Falls, MT 50401

Mayor Kelley,

Congratulations, on behalf of Montana Disaster and Emergency Services (MT DES), the application for financial assistance submitted under the Fiscal Year (FY) 2019 State Homeland Security Program, Hazmat Team Sustainment project, has been approved in the amount of \$40,000.00. Great Falls Fire Rescue is not required to match this award with any amount of non-Federal funds.

Before Great Falls Fire Rescue requests and receives any of the Federal funds awarded, acceptance of the award must be established. By accepting this award, Great Falls Fire Rescue acknowledges that the terms of the following documents are incorporated into the terms of this award:

- Agreement Articles (attached to this Award Letter)
- Nationwide Cybersecurity Review Requirement
- Obligating Document for Award (attached to this Award Letter)
- FY 19 Homeland Security Grant Program Notice of Funding Opportunity

Per the Notice of Funding Opportunity (NOFO), all sub-recipients are required to complete the Nationwide Cybersecurity Review, see Agreement Article XLVII. MT DES will provide more guidance upon release from DHS.

Please make sure you read, understand, and maintain a copy of these documents in the official file for this award. In order to establish acceptance of the award and its terms, please complete, sign and return the Obligating Document for Award to your MT DES Grant Coordinator.


For additional assistance, please contact your MT DES Grant Coordinator.



Delila Bruno
Administrator
Montana Disaster and Emergency Services

CC Robert SHUPE

Obligating Document for Award

STATE GRANT NUMBER: 19HSGFHAZ	SUB-RECIPIENT NAME AND ADDRESS: Great Falls Fire Rescue 105 9 st so Great Falls, MT 50401	ISSUING STATE OFFICE AND ADDRESS: Montana Disaster and Emergency Services P.O. Box 4789 1956 MT Majo Street Fort Harrison, MT 59636-4789
FEDERAL AGREEMENT NUMBER: EMW-2019-SS-00010		
AMENDMENT NUMBER:		
NAME OF SUB-RECIPIENT AUTHORIZED REPRESENTATIVE: Robert SHUPE	SUB-RECIPIENT AUTHORIZED REPRESENTATIVE CONTACT INFORMATION: rshupe@greatfallsmt.net 406-868-2073	NAME AND CONTACT INFORMATION OF MT DES PREPAREDNESS BRANCH MANAGER: Burke Honzel bhonzel@mt.gov (406) 324-4771
EFFECTIVE DATE OF THIS ACTION: 10/01/2019	METHOD OF PAYMENT: EFT	NAME AND CONTACT INFORMATION OF MT DES GRANT COORDINATORS: Michael J. Bourquin michael.bourquin@mt.gov 406-324-4772
FEDERAL AWARD AMOUNT: \$40,000.00		PERIOD OF PERFORMANCE: From: 10/01/2019 To: 09/30/2021
ASSISTANCE ARRANGEMENT: Cost Reimbursement	CFDA #: 97.067	Budget Period: From: 10/01/2019 To: 09/30/2021
SUB-RECIPIENT SIGNATORY OFFICIAL (Name and Title)		DATE
SUB-RECIPIENT AUTHORIZED REPRESENTATIVE (Name and Title)		DATE
MT DES SIGNATORY (Name and Title) 		DATE 11 SEP 2019
Burke Honzel, Preparedness Bureau Chief, Authorized Organizational Representative		

October 12, 2019

To: Montana State Emergency Response Commission (SERC)

Attn: Delila Bruno, DES Administrator

Cc: Burke Honzel, HazMat Teams Liaison

Re: Hazardous Materials Incident Response Team Letter of Certification.

Purpose:

The purpose of this document is to request authorization for the Great Falls Hazardous Materials Incident Response Team (HMIRT) by establishing documentation of training and qualifications of personnel in accordance with the *State of Montana Hazardous Materials (HazMat) Plan*. This document also certifies that all equipment received through the State of Montana in accordance with the HazMat Plan is in operable condition.

Procedure:

In accordance with the HazMat Plan, teams will provide a letter verifying the team follows qualifications, equipment, training standards and a list of team members and their qualifications.

The person(s) responsible for certifying the members of the Great Falls HMIRT is Steve Hester/Fire Chief/Great Falls Fire Rescue

GFFR Fire Chief Steve Hester will send the Montana State Emergency Response Commission; (annually, or as needed) an updated list of all the employees that are certified as “Hazardous Materials Technicians” and are members of the Great Falls HMIRT as well as any other team members and their relevant certification.

- ◆ Documentation of the Certifications of Training for members of the Great Falls HMIRT are kept on file in the Training Office-Great Falls Fire Rescue.
- ◆ Training Requirements:

In accordance with the Montana HazMat Plan, Great Falls Fire Rescue, MANG, MAFB has complied with the performance criteria established by 29 CFR 1910.120 (q) and the National Fire Protection Association (NFPA) Standards 471 and 472 for response operations that meet the scope of 29 CFR 1910.120 (a)(1)(v) “*emergency response operations for releases of, or substantial threats of releases of, hazardous substances without regard to the location of the hazard*” by training all listed team members to the appropriate skill and knowledge level based on the duties and functions they are to perform as part of the team.

Certification Of Training:

Pursuant to Title 29 of the Code of Federal Regulations (CFR), Part 1910.120, Section (q)(6) the following named individuals have completed the required courses of instruction for the indicated skill level.

10-14-2019

Signature/Title

Date


	First Name	Last Name	Qualification Level
1	Steve	Hester	IC, Hazmat Technician
2	Dirk	Johnson	IC, Hazmat Technician
3	Ron	Martin	IC, Hazmat Technician
4	Robert	Shupe	IC, Hazmat Technician
5	Colton	Walter	IC, Hazmat Technician
6	Mike	Kuntz	Hazmat Technician
7	Dave	Vogt	Hazmat Technician
8	Chris	Newman	Hazmat Technician
9	Jeremy	Jones	IC, Operations
10	Dave	VanSon	IC, Operations
11	Jeff	Jackson	IC, Operations
12	Bruce	Perry	IC, Operations
13	Steve	Luwe	Hazmat Technician
14	Shaun	Opp	Hazmat Technician
15	Mike	Loy	Hazmat Technician
16	Troy	Weir	Hazmat Technician
17	Jason	Furr	Hazmat Technician
18	Bryan	Painter	Hazmat Technician
19	Tyler	Loney	Hazmat Technician
20	Kesler	Leonard	Operations
21	Dan	Cherry	Hazmat Technician
22	Jerry	Geist	Hazmat Technician
23	Jerry	Lyons	Hazmat Technician
24	Mike	McIntosh	Hazmat Technician
25	Jay	Kromarek	Hazmat Technician
26	Vaughn	Thurston	Hazmat Technician
27	Steve	Tucker	Hazmat Technician
28	Tucker	Cook	Hazmat Technician
29	Tyler	Oswailer	Hazmat Technician
30	Ryan	Olson	Operations

31	Travis	Cik	Operations
32	Tim	Harris	Operations
33	Jay	Swisher	Operations
34	Nick	Damyanovich	Operations
35	Mike	Pancich	Operations
36	Shane	Klippenes	Operations
37	Brett	Castillo	Operations
38	Justin	Lee	Operations
39	Spencer	Swingley	Operations
40	Jeremy	Virts	Operations
41	Maren	Reilly	Operations
42	Nolan	Taylor	Operations
43	Tom	Zaremski	Operations
44	Jerry	Pospisil	Operations
45	Kris	Whitaker	Operations
46	Nolan	Eggen	Operations
47	Ben	Zietzke	Operations
48	Trevor	Johnson	Operations
49	Adam	Marsh	Operations
50	Joshua	Kulbeck	Operations
51	Darin	Hirose	Operations
52	Jay	Jarrett	Operations
53	Eric	Fowell	Operations
54	Brandon	Jaraczski	Operations
55	David	Bleskin	Operations
56	Ryan	Downard	Operations
57	Devon	Hagen	Operations
58	Nathan	Schmidt	Operations
59	Sterling	Veltcamp	Operations
60	Joe	Tinsley	Hazmat Technician
61	Tyler	Pfennings	Operations
62	Brooke	Lindskog	Operations
63	Jed	Sauder	Operations

64	Bryan	Martinez	Operations
65	Adam	Jordan	Operations
66	Joshua	Mattson	Operations
67	Carter	Marsh	Operations
68	Keenan	Watt	Operations
69	Kyle	Prosperie	Awareness
70			
71			
72			

Certification Of Equipment:

Per the agreement for Assignment of Title and Use of Equipment, the equipment received through the State of Montana for the Great Falls HMIRT has been maintained and is in operable condition.



 Signature/Title

10-14-2019

 Date



Item: Construction Contract Award: Jaycee Park – Pickleball, Basketball, and Pavilion Improvements, OF 1740.2
From: Engineering Division
Initiated By: Park and Recreation Department
Presented By: Steve Herrig, Park and Recreation Director
Action Requested: Consider Bid and Award Construction Contract

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (award/not award) a contract in the amount of \$238,262.00 to United Materials of Great Falls for the Jaycee Park – Pickleball, Basketball, and Pavilion Improvements Project, and authorize the City Manager to execute the agreements.”

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

Staff Recommendation: Approve construction contract award.

Background:

Significant Impacts

The project located at Jaycee Park includes upgrades to the park facilities including a new basketball court, pickleball courts, pavilion, and ADA compliant handicap ramps and sidewalk.

Workload Impacts

The Park and Recreation Master Plan identified Jaycee Park as needing these upgrades. City Engineering staff designed the project, and will perform construction inspection, and contract administration.

Purpose

The two existing tennis courts at the southwest corner of Jaycee Park are in very poor condition and are unusable. These courts will be repurposed into 6 pickleball courts. The existing basketball court is also in very poor condition and will be reconstructed. A new pavilion structure will provide a covered area for the public while using the park facilities.

Project Work Scope

The project consists of overlaying the existing tennis courts with 2” thick asphalt along with installation of posts, nets, and fence for 6 pickleball courts. The existing basketball court will be reconstructed to a high school sized regulation basketball court, including 2 basketball hoops. A 20’x24’ pavilion will be

installed adjacent to the west side of the existing playground. Handicap accessible sidewalk will connect the pickleball courts to existing parking areas; and connect the basketball court and pavilion to on street parking. Disturbed grass areas will be restored by hydraulic seeding.

Evaluation and Selection Process

Two bids were received and opened on October 23, 2019. The base bids ranged from \$238,262.00 to \$252,046.00. United Materials provided the low bid.

Four additive bid items including Bid Additive #1, #2, #3, and #4 were also bid on, in addition to the Base Bid. The cumulative bids ranged from \$38,589.00 to \$43,823.00. The four additive bid items are not being awarded due to budget shortfall.

Conclusion

City Staff recommends awarding the construction contract to United Materials in the amount of \$238,262.00.

Fiscal Impact:

The attached bid tabulation summarizes the received bids. This project will be funded through the Great Falls Park District No. 1.

Alternatives:

The City Commission could vote to deny award of the construction contract and re-bid, or cancel the project.

Attachments/Exhibits:

- Bid tabulation attached
- Park Master Plan - Chapter 8- Capital Improvements
- Vicinity map attached
- Park District Project List

CITY OF GREAT FALLS
 P.O. BOX 5021
 GREAT FALLS, MT 59403

BID TABULATION SUMMARY
 Jaycee Park - Pickleball, Basketball, and Pavilion Improvements
 O.F. 1740.2

Project Number PR641907
 Bids Taken at Civic Center
 Date: October 23, 2019
 Tabulated By: MP

	Name & Address of Bidder	Acknowledge Addendum #1	Acknowledge Addendum #2	10% Bid Security	Certificate of Non-Segregated Facilities	Certificate of Compliance with Insurance Req.	Base Bid	Bid Additive #1	Bid Additive #2	Bid Additive #3	Bid Additive #4
1	United Materials	yes	yes	yes	yes	yes	\$238,262.00	\$9,936.00	\$12,453.00	\$5,850.00	\$10,350.00
2	Kuglin	yes	yes	yes	yes	yes	\$252,046.00	\$12,528.00	\$11,860.00	\$7,285.00	\$12,150.00
3											
4											
5											
6											
7											
8											
9											
10											



City of Great Falls Park and Recreation
Master Plan
October 2016



CHAPTER EIGHT - CAPITAL IMPROVEMENTS

This section of the plan reflects the capital improvement recommendations that are necessary to fulfill the facility needs of the community. In order to plan and prioritize capital investments, the consulting team recommends that the Park and Recreation Department applies specific guiding principles that balances the maintenance of current assets over the development of new facilities. The departmental CIP framework is also utilized to determine and plan CIP projects and make budget decisions that are sustainable over time. These criteria (e.g., safety compliance, commitment, efficiency, revenue) and priorities are also focused on maintaining the integrity of the current infrastructure and facilities before expanding and/or enhancing programs and facilities.

The community, through this planning process, has indicated strong support for this concept of prioritization. Even with the indications of a modest economic turnaround, funding is not sufficient to take care of all existing assets and build new facilities.

The result is the recommendation to develop a three-tier plan that acknowledges a stark fiscal reality, leading to the continuous rebalancing of priorities and their associated expenditures. Each tier reflects different assumptions about available resources.

- **The Critical Alternative** has plans for prioritized spending within existing budget targets. The intention of this alternative is to refocus and make the most of existing resources with the primary goal being for the department to maintain services. The actions associated with the Fiscally Constrained Alternative address deferred maintenance at existing facilities and is funded through existing tax dollars.
- **The Sustainable Alternative** describes the extra services or capital improvement that should be undertaken when additional funding is available. This includes strategically enhancing existing programs, beginning new alternative programs, adding new positions, or making other strategic changes that would require additional operational or capital funding. In coordination with the City Manager's Office and City Commission, the Park and Recreation Department would evaluate and analyze potential sources of additional revenue, including but not limited to capital bond funding, partnerships, program income, grants, and existing or new taxes.
- **The Visionary Alternative** represents the complete set of services and facilities desired by the community. It is fiscally unconstrained but can help provide policy guidance by illustrating the ultimate goals of the community, and by providing a long-range look to address future needs and deficiencies. In this Master, the Vision Alternative addresses aging facilities to make improvements in operational effectiveness and the overall sustainability of the park and recreation system. Funding for vision projects would be derived from partnerships, private investments and new tax dollars.

The following pages detail the recommended capital improvement projects - developed in conjunction with staff - for the three-tier spending plan.

8.1 CRITICAL RECOMMENDATIONS – MAINTAINING WHAT WE HAVE

This section outlines the projects and estimated capital costs of each that focus on the lifecycle replacement of existing facilities and amenities.

CAPITAL IMPROVEMENT PROGRAM	
CRITICAL	
PARK/FACILITY	COST
American's Little League	\$102,575
Belview Park	\$5,750
Bloomington Park	\$3,950
Boston Heights Park	\$114,010
Carter Park	\$33,540
Centene Stadium	\$2,500
Charles Russel Park	\$1,020,000
Chowen Springs Park	\$6,500
Clara Park	\$398,520
Community Hall Park-Westside Orchard Garden	\$4,600
Don Olson 90ft Baseball Field	\$6,000
Dudley Anderson Park	\$6,350
Eagles Crossing Park	\$65,020
Elks Riverside Park	\$8,000
Fox Hollow Park	\$4,000
Garden Home Park	\$6,000
Gibson Park	\$2,935,000
Grande Vista Park	\$102,575
Graybill Park	\$69,900
Highland Multi-Sport Complex	\$1,235,000
Highland Portion - Electric City BMX Park	\$3,000
Hylande Heights Park	\$85,875
Jaycee Gallatin Park	\$625,000
Jaycee Pool	\$100,000
Kiwanis North Park	\$95,270
Kiwanis West Park	\$90,000
Kranz Park	\$205,510
Lions Park	\$300,000
Madison Park	\$7,420
Mitchell Pool - Electric City Water Park	\$500,000
Meadowlark Park	\$1,000
Memorial Park	\$110,510
Natorium	\$600,000
Noah's Ark Park	\$46,170
Oddfellows Park	\$205,000
Overlook Park	\$114,900
Pinski Park	\$457,480
Rhodes Park	\$118,110
River's Edge Trail	\$100,000
Riverview Little League Park	\$14,900
Riverview Park	\$194,790
Roosevelt Park	\$110,510
Sacajawea Park	\$183,300
Skyline Heights Park	\$275,670
Skyline Park	\$269,130
Sunnyside Park	\$5,010
Valleyview Park	\$390,440
Verde Park	\$387,875
Wadsworth Park Site Specific Master Plan	\$100,000
Warden Park	\$18,000
Water Tower Pool	\$50,000
West Bank Park	\$445,000
TOTAL	\$12,614,160

8.2 SUSTAINABLE RECOMMENDATIONS – IMPROVING WHAT WE HAVE

Options described in this section provide the extra services or capital improvement that could be undertaken when additional funding is available to meet need(s) with a focus on enhancements to existing facilities. The following provides a summary of the sustainable options recommended by the consulting team.

CAPITAL IMPROVEMENT PROGRAM	
SUSTAINABLE	
PROJECT	COST
Convert 6 existing Tennis Courts to Pickleball Courts	\$100,000
Add 5 Large Covered Picnic Shelters at the following parks:	\$500,000
*Gibson Park	
*Grande Vista Park	
*Jaycee Park	
*Kiwanis Park	
*Meadowlark Park	
Add 2 Dog Parks at the following parks	\$150,000
*Clara Park	
*Montana Park	
Develop Site Specific Master Plans for the following parks	\$350,000
*Garden Home Park	
*Skyline Park	
*Wadsworth Park	
Conduct an Athletic Field Master Plan	\$50,000
TOTAL	\$1,150,000

8.3 VISIONARY RECOMMENDATIONS – DEVELOPING NEW OPPORTUNITIES

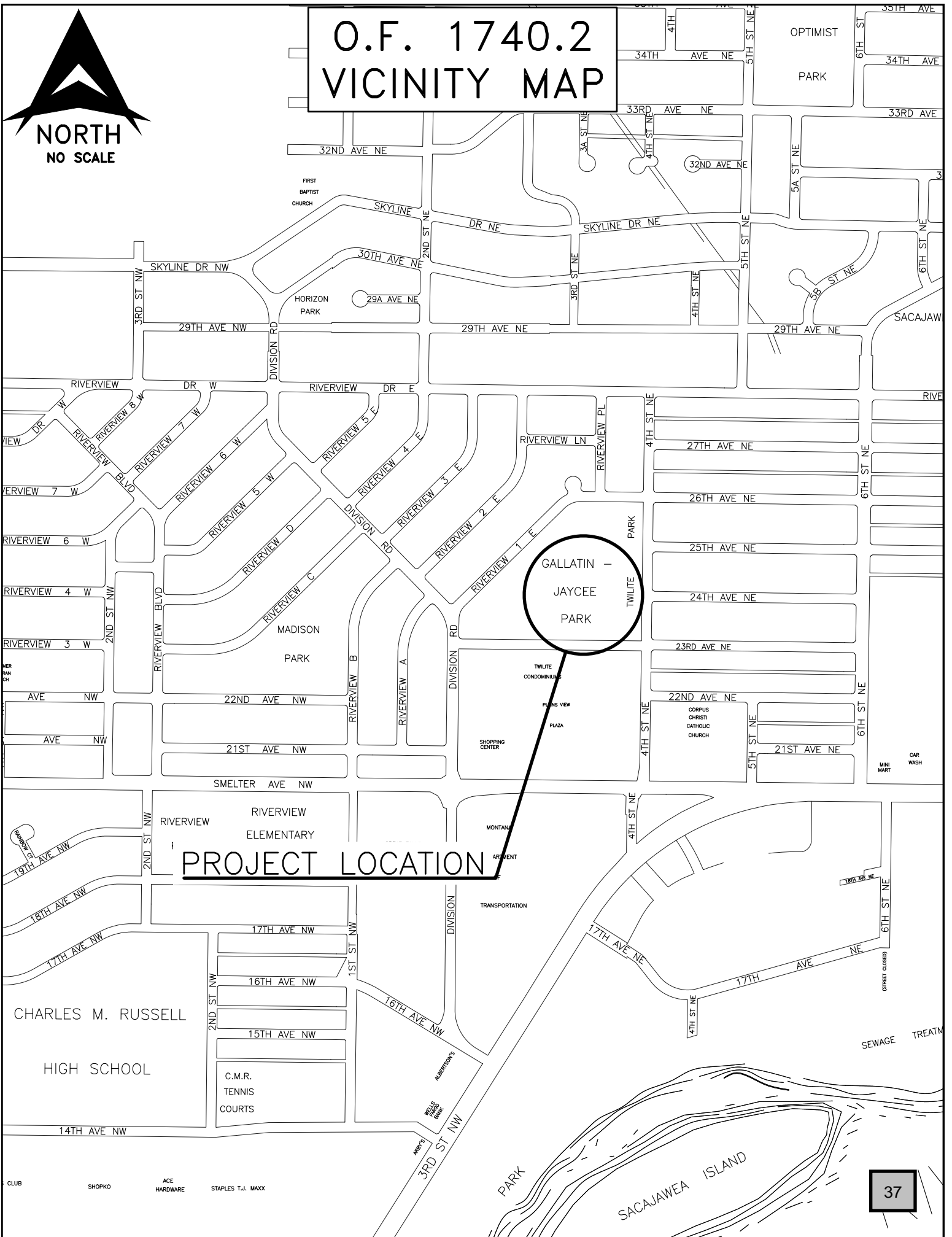
Recommendations described in this section represents the complete set of services and facilities desired by the community. It is fiscally unconstrained but can help provide policy guidance by illustrating the ultimate goals of the community, and by providing a long-range look to address future needs and deficiencies. The following new development and redevelopment projects have been identified as relevant to the interests and needs of the community and are relevant to the city’s focus because they feature a high probability of success.

CAPITAL IMPROVEMENT PROGRAM	
VISIONARY	
PROJECT	COST
Construct a 50,000 sq. ft. Multi-Generational Center that replaces the existing Recreation Center and Moronoy Natatorium	\$20,000,000
Re-Master Plan Anaconda Hill Golf Course and convert Campground/Adventure Area through private public partnership.	\$250,000
TOTAL	\$20,250,000

8.4 CAPITAL IMPROVEMENT SUMMARY

CAPITAL IMPROVEMENT PLAN SUMMARY		
Project Type	Estimated Total Project Cost	Years in which to be completed
CRITICAL PROJECTS	\$12,614,160	1-5
SUSTAINABLE PROJECTS	\$1,150,000	5-10
VISIONARY PROJECTS	\$20,250,000	5-15
TOTAL	\$34,014,160	

O.F. 1740.2 VICINITY MAP



PROJECT LOCATION

GALLATIN -
JAYCEE
PARK

CHARLES M. RUSSELL
HIGH SCHOOL

C.M.R.
TENNIS
COURTS

Park District Year One

Project	Budget	Year 1	+/-
Electric City Water Park Bath House	300,000	320,724	(20,724)
Gibson Park Restroom - ADA	200,000	92,842	107,158
Multi Sports Dug Out	35,000	41,547	(6,547)
Jaycee - Pavilion/tables, Pickleball, Sidewalks	214,000	270,687	(56,687)
Fundraising -- Pickleball	0	0	13,000
Overlay Gibson Park Trails/paths (asphalt)	100,000	167,330	(67,330)
Park Labor (8 months, \$61,871.45 annually)	63,000	41,454	21,546
Turf Maintenance, 1 seasonal employee, 9 weeks, 2 days, \$20.41/hour	40,000	7,674	32,326
Turf Maintenance (Level II in Master Plan) Fertilizer \$30,000/Chemicals \$10,000	40,000	0	40,000
Professional Services (architects/engineers)	100,000	17,000	83,000
Irrigation Upgrades (manual to auto)	220,000	39,227	180,773
Matching Funds (Rivers Edge Trail)	10,000	10,000	0
Tree Planting (re-allocated funds)	0	20,000	(20,000)
Grande Vista Play Structure (re-allocated funds)	0	56,783	(56,783)
Grande Vista Play Structure Mulch & Border (re-allocated funds)	0	8,000	(8,000)
Gibson Park Basketball Courts Overlay (re-allocated funds)	0	40,000	(40,000)
Girl Scout Cabin Roof (re-allocated funds)	0	14,055	(14,055)
Mult Sports Dugouts (re-allocated funds)	0	15,000	(15,000)
Contingency/Internal service charges	178,000	0	178,000
TOTALS	1,500,000	1,162,323	350,677

Completed Projects

Ongoing Projects

Park District Year Two

Project	Budget	Year 1	+/-
Forestry Equipment/Tree Trimming/Parks (lift truck; 2 ton; chipper)	259,000	0	259,000
Forestry Staff for tree trimming/Parks	125,100	0	125,100
Forestry/Park Services annual costs (fuel/maintenance/ers)	46,500	0	46,500
Irrigation Upgrades (manual to auto)	70,000	0	70,000
Turf Maintenance, 2-6 month positions; \$18/hour	40,000	0	40,000
Turf Maintenance, fertilizer \$30,000/chemicals \$10,000	40,000	0	40,000
Replace Elk's Riverside trails/paths (concrete)	308,000	0	308,000
Full Time Parks Laborer	63,000	0	63,000
Oddfellows Park Restroom - ADA	250,000	0	250,000
Tree Replacement	10,000	0	10,000
Matching Funds (Rivers Edge Trail)	10,000	0	10,000
Professional Services (architects/engineers,)	100,000	0	100,000
Contingency/Internal service charges	178,400	0	178,400
TOTALS	1,500,000	-	1,500,000
Carry over from year 1 (irrigation upgrades - \$180,773, professional services - \$83,000, Contingency - \$86,904)	350,677	0	350,677
TOTALS	1,850,677	0	1,850,677



Item: Great Falls Animal Shelter Improvements – Cattery Addition OF 1673 – Change Order 1

From: Lynn Formell, Animal Shelter Operations Manager

Initiated By: Great Falls Animal Shelter

Presented By: Chuck Anderson, Deputy City Manager

Action Requested: Approve Change Order No. 1 from Detailed Construction Company Pertaining to Cattery Addition OF 1673

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) Change Order No. 1 in the amount of \$18,825.63 for the Great Falls Animal Shelter Cattery Addition and authorize the City Manager to execute the necessary documents.”

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

Staff Recommendation: Approve the contract increase of \$18,825.63 from Detailed Construction Company and authorize the City Manager to execute the Change Order No.1 documents.

Summary: Once the Cattery Addition construction began, it was determined that the main gas and electrical supply lines were not optimally located, and they were within the current construction footprint. The relocation of these lines will ensure the utmost safety and best access/usage for the facility. The Change Order also includes charges for an additional City review of the building plans to meet the permit requirements.

Background: Commission awarded the Cattery Addition bid of \$ 462,000.00 to Detailed Construction Company May 14, 2019. Approval of Change Order No. 1 would increase the contract amount to \$480,825.63.

Fiscal Impact: Project funding is being accomplished entirely by private donations and fundraising efforts. There is not any City funding dedicated for the Cattery Addition, only for the purchase of the Hydro-Incinerator.

Attachments/Exhibits:

Change Order 1 Documents OF 1673

Change Order

No. 1

Date of Issuance: 10/17/19 Effective Date: 10/17/19

Project: <u>Great Falls Animal Shelter Cattery addition</u>	Owner:	Owner's Contract No.: <u>1673</u>
Contractor: <u>Detailed Construction Company</u>		Date of Contract: <u>4/12/19</u>
Contractor:		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Both Gas and powerline needed to be moved and city plan review for incinerator installation

Attachments: (List documents supporting change):

See Attachments

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 462,000.00

[Increase] [Decrease] from previously approved Change

Orders No. 0 to No. 0

\$ 0

Contract Price prior to this Change Order:

\$ 462,000.00

(Increase) [Decrease] of this Change Order:

\$ 18,825.63

Contract Price incorporating this Change Order:

\$ 480,825.63

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

Substantial completion (days or date): NA

Ready for final payment (days or date): NA

[Increase] [Decrease] from previously approved Change Orders

No. _____ to No. _____: NA

Substantial completion (days): NA

Ready for final payment (days): NA

Contract Times prior to this Change Order:

Substantial completion (days or date): NA

Ready for final payment (days or date): NA

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): NA

Ready for final payment (days or date): NA

Contract Times with all approved Change Orders:

Substantial completion (days or date): NA

Ready for final payment (days or date): NA

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 10/17/19

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED [Signature]

By: [Signature]
Contractor (Authorized Signature)

Date: 10/22/19

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directives must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, an Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

CO #1

EMailed TO TAVA for Review on 10-7-19

PROPOSED CHANGE ORDER

Liberty Electric Inc.
 8660 Summit Drive
 Missoula, MT 59808

CCN # 1
 Date: 8/30/2019
 Project Name: GF18CATTRY
 Project Number: GF19CATTRY
 Page Number: 1

Client Address:

Detailed Construction
 Contact: Michael Mayemik
 1331 Stockett Rd
 Stockett, MT 59480

Work Description

Name of Project: Great Falls Animal Shelter

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only, and we reserve the right to claim for impact and consequential costs.
 This price is good for acceptance within 10 days from the date of receipt.

We request a time extension of x days.

The following is our Division 16 pricing for 1 which involves . . .

Install new 3" PVC Conduit from the existing electrical service to the North Western Energy Service pole.

Excludes trenching and backfill, provided by MRTE..

Excludes new service conductors, provided and installed by North Western Energy.

Itemized Breakdown

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
3" LOCKNUT - STEEL	1	164.99 C	1.65	12.25 C	0.12
3" BUSHING - PLASTIC	1	287.12 C	2.87	10.50 C	0.11
3" CONDUIT - PVC40	140	251.71 C	352.39	12.75 C	17.85
3" CONDUIT - PVC80	10	381.44 C	38.14	14.63 C	1.46
3" ELBOW 90 DEG - PVC40	2	1,015.79 C	20.32	85.00 C	1.70
3" COUPLING - PVC	2	273.11 C	5.46	0.00 C	0.00
3" ADAPTER MALE - PVC	1	343.59 C	3.44	35.00 C	0.35
3" EXPANSION COUPLING - PVC	1	7,480.54 C	74.81	100.00 C	1.00
PVC GEMENT STANDARD (1-QUART)	1	17.06 E	17.06	1.25 E	1.25
UNDERGROUND WARNING TAPE - METALLIC - RED 6"	141	0.21 E	29.61	0.00 E	0.00
Totals	300		545.75		23.84

Summary

General Materials		545.75
Material Total		545.75
JOURNEYMAN	(23.84 Hrs @ \$58.04)	1,383.67
FOREMAN @ 25%	(5.96 Hrs @ \$60.04)	357.84

ORIGINAL

PROPOSED CHANGE ORDER

Client Address:

Liberty Electric Inc.
9660 Summit Drive
Missoula, MT 59808

Detailed Construction
1331 Stockett Rd
Stockett, MT 59480

CCN # 1
Date: 8/30/2019
Project Name: GF19CATTRY
Project Number: GF19CATTRY
Page Number: 2

Summary (Cont'd)

Subtotal		2,287.28
Overhead	(@ 10.000 %)	228.73
Markup	(@ 5.000 %)	125.80
Subtotal		2,641.79
Final Amount		\$2,641.79

CONTRACTOR CERTIFICATION

Name: Daniel L. Rowland
Date: 8/30/2019
Signature: [Signature]
I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN #: 1
Final Amount: \$2,641.79
Name: _____
Date: _____
Signature: _____
Change Order #: _____
I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

MTRE Break out of electrical Line

Excavate and back fill	\$ 2,500.00
Bedding	\$ 300.00

CO #3

Submitted to Bud for Review on 9-30-18

See Attached Mechanical Engineers
Comments for COP'S 1 & 2



Proposal

Date: 8/26/19

Project: Animal Shelter Cattery

Re: City Commercial Plan Review Changes

ATTN: Mike Mayemik
Detailed Construction

Mike:

This is our proposal to add the changes to the City Plan Review. The changes involve installation cost of the incinerator material and labor

Plumbing Cost	\$2,136.00
P&O	\$191.00
<u>MGRT</u>	<u>\$14.00</u>
Total	\$2,341.00

Respectfully,
Michael Wadsworth Owner, MW Plumbing LLC 4307 North Star Blvd Great Falls, MT. 59405 Office (406)453-6659 Cell (406) 781-1364

CO #2

- Emailed to Bud for Review on 9-30-19
- See Attached Mechanical Engineer Comments for COP'S 1 & 2



Proposal

Date: 9/17/19

Project: Animal Shelter Cattery

Re: 3" underground gas

ATTN: Mike Memick
Detailed Construction

Mike:

I have priced the 3" gas line underground from the meter to the new gas service location.

Plumbing Cost	4544	5,384.00
P&O	682	838.00
MGRT		64.00
Total	5226	6,486.00

Respectfully,
Michael Wadsworth Owner, MW Plumbing LLC 4307 North Star Blvd Great Falls, MT, 59405 Office (406)453-6659 Cell (406) 781-1364

PROJECT ANIMAL SHELTER TOTAL COST THIS PAGE

CLASSIFICATION 3" UNDER GROUND GAS

PAGE NUMBER

DESCRIPTION	QUAN.	MATERIAL		LABOR ⁵⁵			TOTAL COST
		UNIT	TOTAL	HRS	UNIT	TOTAL	
3" ANODELESS RISER	2	831	1662	2	110	220	1882
3" SDR 11 PIPE	140	2.49	415	.078	4.29	601	1,020
3" SDR 11 C/C	9	8.98	81	1	55	495	576
BEODS 1/2 4.06	10		300				300
NO EXCAVATION / BACKFILL							
SR50 STEEL FOR 15000 DOL			300	8	55	440	740
3" IRONS RENTAL			100				100
TRACER WIRE 18 AWG yellow	1		50			25	75
TEST				2		110	140
GAS TAPE	1		32			25	57
CONNECT RISER TO PIPE							
3x 2 1/2 BELL	1		40	1.143	62.86	63	103
2 1/2 UNION	1		111	1.231	67.70	68	179
2 1/2 MIDDLE	2	13.75	28	.15	8.25	17	45
TOTAL			3123			2064	5187
3" BUTT FUSION 90	5		122	1	55	275	397
TOTAL			3245			2339	5584
TOTAL							

MRTE Breakout of Gas line

Exvacate back fill	\$ 1,020.00
Bedding	\$ 120.00
Asphalt Patch	\$ 205.00



Item: Construction Final Pay: Lower Southside Water Main Replacement – Phase III, O. F. 1465.2

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Consider and Approve Final Pay Request

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (approve/not approve) Final Payment for the Lower Southside Water Main Replacement – Phase III project, to United Materials of Great Falls, Inc. in the amount of \$72,145.65, and \$728.74 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.

Staff Recommendation: Approve final payment request.

Summary:

Three bids were received and opened for this project on April 4, 2018. Bids ranged from \$1,895,760.00 to \$2,117,924.96. United Materials submitted the low bid \$1,895,760.00. The City Commission awarded the contract to United Materials on April 17, 2018.

Background:

Purpose

This was the third phase of a project designed to replace aging and deteriorating water mains on the lower Southside.

Project Work Scope

This project replaced 2,961 lineal feet of 6-inch and 8-inch cast iron water main, 3,429 lineal feet of 12-inch cast iron and ductile iron water main, 830 lineal feet of 24-inch ductile iron water main, 10 fire hydrants, and 142 water service connections. Restoration work included 6,164 square yards of gravel and 8,112 square yards of asphalt pavement. The project locations include:

- 9th Avenue South from 2nd Street thru 5th Street
- 3rd Street from 8th Avenue South to 9th Avenue South
- 4th Street from 10th Avenue South thru 9th Avenue South
- 5th Avenue South from 3rd Street to 6th Street
- 4th Avenue South from 3rd Street thru 6th Street
- 4th Street from 5th Avenue South to 4th Avenue South
- 3rd Avenue South from 5th Street to 9th Street

Final Payment

The final project cost is \$1,702,587.84, which is \$193,172.16 less than the total contract amount. The lower final contract amount is due to a number of factors including:

- 1) not as much copper piping required,
- 2) fewer than anticipated storm main and water service conflicts,
- 3) not using all of the estimated line item for miscellaneous work, and
- 4) not needing to use Type II bedding and import backfill.

Liquidated damages of \$400.00 per day were assessed on this project. Contract time was exceeded by 33 days. Liquidated damages totaling \$13,200.00 have been deducted from the final pay application which also contributed toward the lower final project cost.

Conclusion

United Materials has completed all work and items on the punch list. The City can accept the project and execute Final Payment. The two-year warranty period started at the time of substantial completion, which was June 7, 2019.

Fiscal Impact:

This project is funded through the Water Capital Improvement Fund.

Alternatives:

The City Commission could vote to deny Final Pay.

Attachments/Exhibits:

Final Pay
Vicinity Map

APPLICATION FOR PAYMENT NO. FINAL

To: City of Great Falls (OWNER)
 From: United Materials of Great Falls, Inc. (CONTRACTOR)
 Contract: Lower Southside Water Main Replacement – Phase III, O. F. 1465.2
 Project: Water Main Replacement
 OWNER's Contract No. _____ ENGINEER's Project No. PW351803
 For Work accomplished through the date of: October 18, 2019

1.	Original Contract Price:	\$ <u>1,895,760.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ <u>0.00</u>
3.	Current Contract Price (1 plus 2):	\$ <u>1,895,760.00</u>
4.	Total completed \$ _____ and stored \$ _____ to date:	\$ <u>1,702,587.84</u>
5.	Retainage (per Agreement):	
	<u>0</u> % of Completed Work: \$ <u>0.00</u>	
	____ % of stored material: \$ _____	
	Total Retainage:	\$ <u>0.00</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$ <u>1,702,587.84</u>
7.	Less previous Applications for Payments:	\$ <u>1,629,713.45</u>
8.	Gross Amount Due this application: (6 minus 7):	\$ <u>72,874.39</u>
9.	Less 1% State Gross Receipts Tax:	\$ <u>728.74</u>
10.	DUE THIS APPLICATION (8 MINUS 9):	\$ <u>72,145.65</u>

Accompanying Documentation:

CONTRACTOR's Certification:

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

Dated October 24, 2019

United Materials of Great Falls, Inc.
 CONTRACTOR

By: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated October 24, 2019

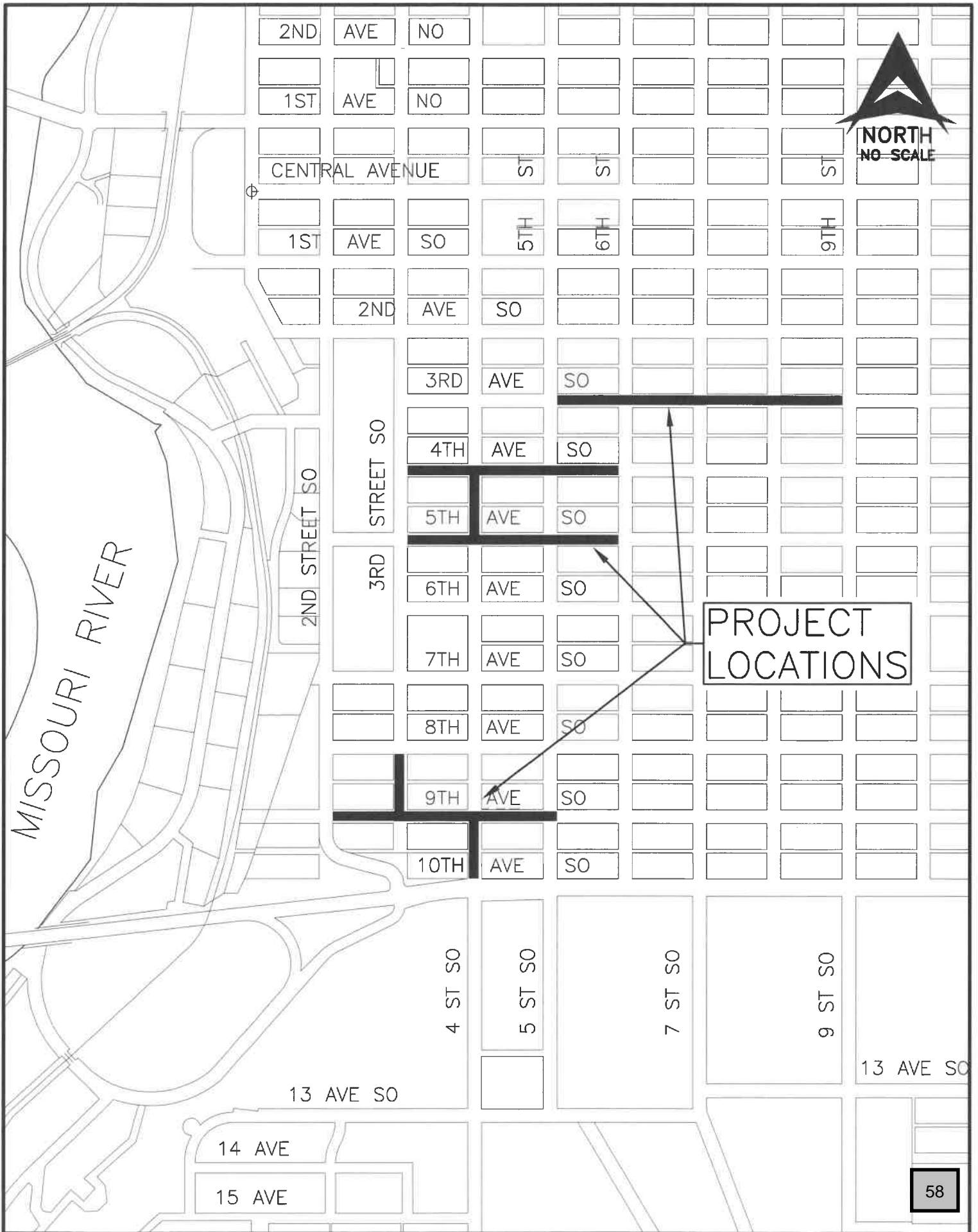
City of Great Falls
 ENGINEER

By: _____

EJCDC No. 1910-8-E (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute. Modified by the City of Great Falls to add items 9 and 10.

OF 1465.2 VICINITY MAP





Item: Final Payment: Public Works Facilities Repairs - O.F. 1733
From: Engineering Division
Initiated By: Public Works Department
Presented By: Jim Rearden, Public Works Director
Action Requested: Approve Final Payment

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (approve/not approve) final payment for the Public Works Facilities Repairs project, to EJ Carpentry, LLC in the amount of \$24,517.50, and \$247.65 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.

Staff Recommendation: Approve Final Payment Request.

Background:

Summary

Two bids were received and opened on March 20, 2019. The bids ranged between \$416,751.00 and \$491,854.00, with EJ Carpentry providing the low bid. The City Commission awarded the contract to EJ Carpentry on April 2, 2019.

Purpose

This project is a continuing phase of improvements to refurbish, replace and upgrade existing building facilities located at the City’s Public Works Complex. Most of the buildings in the complex were constructed in 1971. This project phase involved replacing the roofs, fascia, soffit, and rain gutter and downspouts on the Central Garage, Sanitation, Streets and Wash Bay buildings. These building components had either reached the end of their intended service life or had been damaged. This project has eliminated leaks in the roof and rain gutters, replaced deteriorated insulation and added new skylights which in turn have improved working conditions and energy efficiency of the buildings. The improvements have also updated the color scheme to match the remainder of the public works facilities.

Final Payment

The City Commission approved Change Order No. 1 in the amount of \$69,052.00 on August 6, 2019 which changed the type of roofing panel in order to extend the life of the roof, and also added fascia board to the perimeter of the roof/wall interface to facilitate connection of new siding planned in a future phase. The final project cost including Change Order No. 1 is \$485,803.00.

Conclusion

EJ Carpentry has completed all work in accordance with the contract documents. The City can accept the project and execute final payments. The two-year warranty period started at the time of substantial completion, which was September 20, 2019.

City Staff recommends approving Final Payment to EJ Carpentry.

Fiscal Impact:

Funding is available from the Street, Sanitation and Central Garage Funds to cover the final payments.

Alternatives:

The City Commission could vote to deny final payments.

Attachments/Exhibits:

Application for Final Payment and Invoice

APPLICATION FOR PAYMENT NO. 4 (FINAL)

To: City of Great Falls (OWNER)
 From: EJ Carpentry, LLC (CONTRACTOR)
 Contract: Public Works Facility Improvements – Central Garage, Streets & Sanitation Buildings Roofing
 Project: Public Works Facility Improvements – Central Garage, Streets & Sanitation Buildings Roofing
 OWNER's Contract No. O.F.1733.0 ENGINEER's Project No. 15-029
 For Work accomplished through the date of: September 20, 2019

1.	Original Contract Price:	\$	<u>416,751.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$	<u>69,052.00</u>
3.	Current Contract Price (1 plus 2):	\$	<u>485,803.00</u>
4.	Total completed \$ <u>485,303.00</u> and stored \$ <u>0.00</u> to date:	\$	<u>485,803.00</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>485,803.00</u>
7.	Less previous Applications for Payments:	\$	<u>461,037.85</u>
8.	Gross Amount Due this application: (6 minus 7):	\$	<u>24,765.15</u>
9.	Less 1% State Gross Receipts Tax:	\$	<u>247.65</u>
10.	DUE THIS APPLICATION (8 MINUS 9):	\$	<u>24,517.50</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 October 18, 2019 EJ Carpentry, LLC
 CONTRACTOR

By: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____ City of Great Falls
 ENGINEER

By: _____

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

EJ Carpentry LLC
 151 6th Lane NE
 Fairfield, MT 59436

INVOICE

New Homes
 New Construction
 Timber Framing
 Remodeling
 Additions



COGF Public Water Works
 1005 25th Ave. NE
 Black Eagle MT. 59414

Description	Date		Amount
	Estimate	Paid	
Final Invoice For Reroofing Maintenance & Streets Building		10/25/2019	
Oringle Bid	416,751.00		416,751.00
Extra's	69,052.00		69,052.00
1st Payment 6/28/19 Check # 365039			-155960.07
2nd Payment 8/22/19 Check # 365835			-102182.29
3rd Payment 9/05/19 Check # 366466 For Extra's			-44,951.24
3rd Payment 9/05/19 Check # 366467			-153333.88
1% Taxes			-4,858.02
Total			\$24,517.50
Payments/Credits			\$0.00
Balance Due			\$24,517.50

It's been a pleasure working with you!



Item: Public Hearing- Resolution 10320 to annex Lots 4-6, Block 10 of Finlay’s Supplement to Prospect Park Addition, and the adjoining right-of-way of 15th Street South and 22nd Alley South; Ordinance 3210 to assign R-3 Single-Family High Density zoning and a Non-Administrative Plat to aggregate the subject properties.

From: Erin Borland, Planner III, Planning and Community Development

Initiated By: Travis Manus, Owner

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

Action Requested: City Commission adopt Resolution 10320, adopt Ordinance 3210, approve the Improvement Agreement, and approve the amended plat, per the Findings of Fact/Basis of Decision.

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:

Commissioner moves:

I. “I move that the City Commission (adopt/deny) Resolution 10320 to annex Lots 4-6, Block 10 of Finlay’s Supplement to Prospect Park Addition, and the adjoining right-of-way of 15th Street South and 22nd Alley South and (approve/deny) and the accompanying Findings of Fact/Basis of Decision, and the Improvement Agreement; all subject to the Conditions of Approval being fulfilled by the applicant.”

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

and:

II. “I move that the City Commission (adopt/deny) Ordinance 3210 to assign R-3 Single-Family High Density zoning and the accompanying Findings of Fact/Basis of Decision.”

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

and:

If Motions I and II are made in the affirmative, then;

III. “I move that the City Commission (approve/deny) the amended plat aggregating the subject properties legally described as Lots 1-6, Block 10 of Finlay’s Supplement to Prospect Park Addition, and the accompanying Findings of Fact/Basis of Decision, subject to the Conditions of Approval being fulfilled by the applicant.”

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

Staff Recommendation:

At the conclusion of a public hearing held on September 24, 2019, the Planning Advisory Board recommended the City Commission approve annexation of the subject properties subject to the conditions of approval. The Zoning Commission then recommended that the City Commission approve the establishment of R-3 Single-family High Density zoning for the subject properties. Finally, the Planning Advisory Board recommended the City Commission approve the non-administrative plat to aggregate the subject properties.

Staff recommends approval of the annexation of Lots 4-6, Block 10 of Finlay’s Supplement to Prospect Park Addition, and the adjoining right-of-way of 15th Street South and 22nd Alley South; establishment of R-3 Single-family High Density zoning; and the Amended Plat to aggregate the subject properties with the following conditions of approval:

Conditions of Approval:

1. **General Code Compliance.** Development of the Subject Properties shall be consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. **Annexation Agreement:** The applicant shall execute and abide by the terms and conditions of their Revised Annexation Agreement for the subject properties. Said agreement must be signed by the applicant and will be recorded by the City. All applicable fees shall be paid.
3. **Amended Plat.** Provide a revised Amended Plat of the subject properties, showing the proposed aggregation and boundary line adjustments, containing all easements required by the City of Great Falls. The revised Plat shall incorporate corrections of any errors or omissions noted by Staff.
4. **Land Use & Zoning.** The development standards and land uses for the subject properties shall be consistent with the Official Code of the City of Great Falls (OCCGF).
5. **Subsequent modifications and additions.** If after establishment of the zoning, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria. If such proposed changes would alter a finding, the proposal shall be submitted for review as a new development application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.

Summary:

Finlay’s Supplement to Prospect Park is an old subdivision that dates back to the 1890’s. The applicant currently owns six lots, three of which are located within City limits and three that are still in County jurisdiction. The properties are served by City water and a septic tank that is located on the County parcels. In order to sell the property as single tract of land, the owner has petitioned to annex the three parcels in the County and then aggregate all six parcels together.

The property was previously owned by Mowry Yearout; who started the petition to annex in order to sell the property, due to the property being in foreclosure. Travis Manus, the realtor, purchased the property a week prior to the foreclosure date of October 18th, 2019, in order to keep the annexation process moving forward. He plans to hold the property for 90 days to meet FHA “flip” requirements and sell it to the original purchasers; Wanda E. Ulman & Melvin Wayne Hucks Sr. Travis has signed the appropriate applications in order to take over the annexation.

Background:

Annexation Request:

The subject properties proposed for annexation are legally described as Finlay’s Supplement to Prospect Park Addition, Lots 4-6, Block 10 and the adjoining right-of-way of 15th Street South and 22nd Alley South. As stated previously, the property owner is petitioning to annex the three lots that currently reside in the County jurisdiction in order to sell the property as a whole.

The basis for decision on annexation is listed in Official Code of the City of Great Falls § 17.16.7.050 of the Land Development Code. The recommendation of the Planning Advisory Board and the decision of City Commission shall at a minimum consider the criteria, which are attached as Findings of Fact - Annexation. From the staff’s perspective, extending the City’s municipal boundary to match property ownership makes sense. Although the City is only providing water service to the properties and street services are minimal because the adjoining street is not yet paved and curbed, no new development is being proposed that would stress City service levels. Due to the fact that a City sewer main is several blocks away and cannot be feasibly extended, staff is willing to support a petition for annexation without connection to the City sewer system. However, such a connection would need to be made in the future when the relatively new septic system eventually is not usable.

Establishment of Zoning:

The subject properties for the annexation are proposed to have R-3 Single-family high-density zoning. Although the aggregated lots will be larger than normal, this zoning category was selected because it corresponds to the existing zoning classification of the surrounding lots of Finlay’s Supplement. The applicant’s three lots that are already located within the City are also zoned R-3.

The basis for decision on zoning map amendments is listed in OCCGF §17.16.40.030. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the criteria which are attached as Findings of Fact – Zoning Map Amendment.

Non-Administrative Plat:

In order to ease financing for the sale, the six lots are proposed to be aggregated together. The draft amended plat showing the aggregation has been attached for review. The proposed plat requires Planning Advisory Board and City Commission review due to Montana Code Annotated (MCA) 76-3-207 (2) (a) which states:

"within a platted subdivision filed with the county clerk and recorder, a division, redesign, or

rearrangement of lots that results in an increase in the number of lots or that redesigns or rearranges six or more lots must be reviewed and approved by the governing body before an amended plat may be filed with the county clerk and recorder."

Staff has prepared Findings of Fact based on the criteria for a subdivision. The recommendation of the Planning Advisory Board and the decision of City Commission shall at a minimum consider the criteria which are attached as Findings of Fact/Basis of Decision – Subdivision.

Neighborhood Council Input:

The subject properties are located in Neighborhood Council #6. Because of the minor nature of this request, the applicant's petition has not been formally presented to Council #6. Rather, information has been sent to the Neighborhood Council prior to the City Commission meeting. To date, staff has not received any inquiries or comments from the Council on the proposal.

Fiscal Impact:

Because the proposed annexation and zoning designation are not associated with an actual development request and three of the six lots are already within City limits, there is no fiscal impact that will affect the City.

Alternatives:

The City Commission could deny any portion of the applicant's request. If such action is taken, the Commission must develop alternative findings to support such a denial decision.

Concurrences:


Representatives from the City's Public Works and Engineering Departments have been involved throughout the review and approval process for this project. Both departments concur with the proposed annexation as well as how infrastructure requirements have been addressed in the Improvement Agreement.


Attachments/Exhibits:


- Aerial Map
- Zoning Map
- Resolution 10320
- Resolution 10320 Exhibit A
- Findings of Fact/Basis of Decision – Annexation
- Ordinance 3210
- Ordinance 3210 Exhibit A
- Findings of Fact/Basis of Decision – Zoning Map Amendment
- Draft Amended Plat
- Findings of Fact/Basis of Decision - Subdivision
- Applicant Narrative – Laura Girard
- Applicant Narrative – Travis Manus
- Revised Annexation Agreement


AERIAL MAP




 Adjoining Right-of-way to be annexed

 LotLines

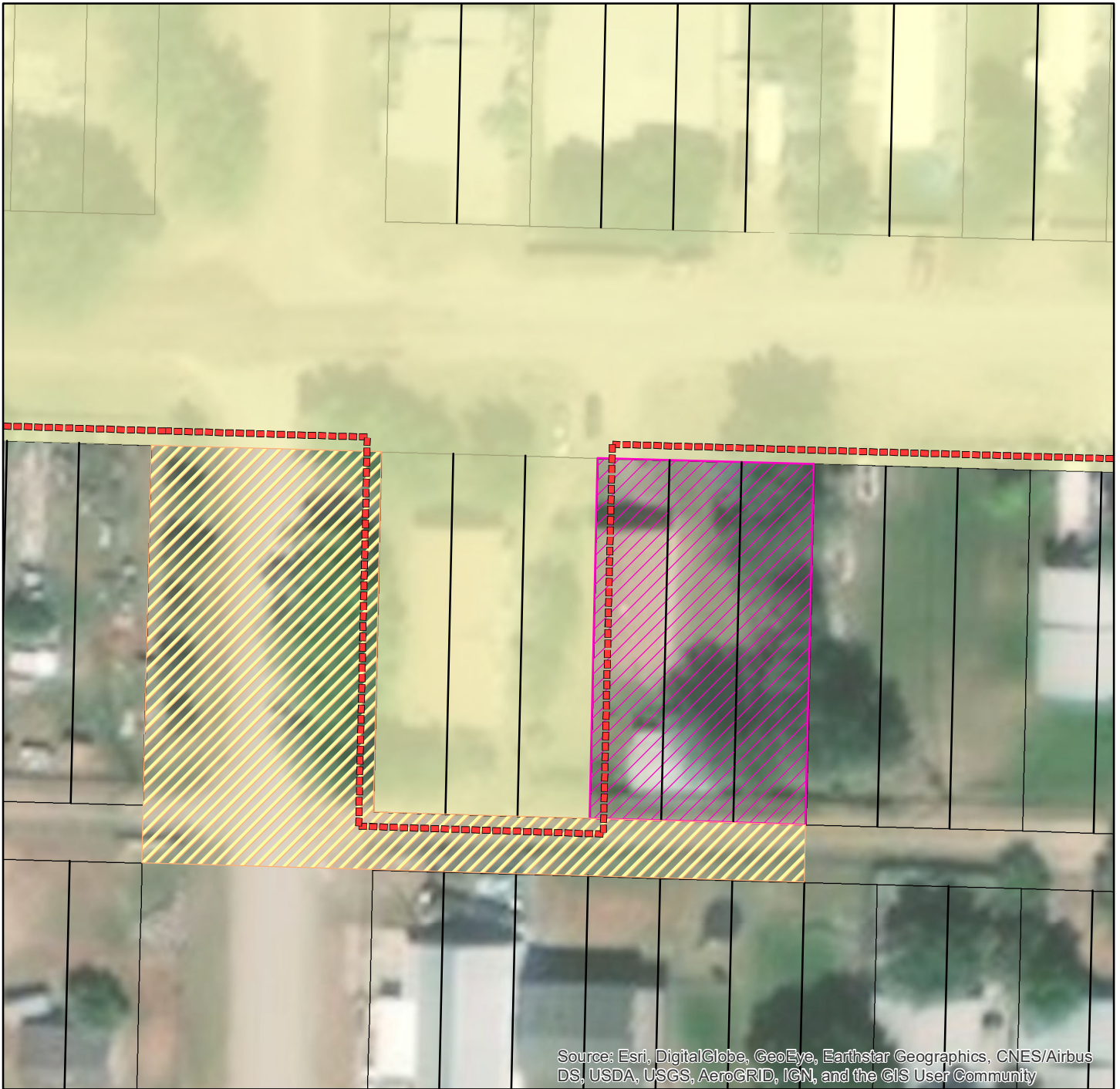
 Subject Properties


 Tracts of Land

50 25 0 50 Feet




ZONING MAP



 Adjoining Right-of-way to be annexed

 LotLines


 Subject Properties

 R-3 Single-family High Density

U Unincorporated Enclave

 Tracts of Land

50 25 0 50 Feet



RESOLUTION 10320

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF THE CITY OF GREAT FALLS TO INCLUDE LOTS 4-6, BLOCK 10 OF FINLAY'S SUPPLEMENT TO PROSPECT PARK ADDITION AND THE ADJOINING RIGHT OF WAY OF 15TH STREET SOUTH AND 22ND ALLEY SOUTH LOCATED IN THE S1/2 SW1/4 OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.MT, CASCADE COUNTY, MONTANA, IN ACCORDANCE WITH THE PROVISION OF SECTION 7-2-4601, MONTANA CODE ANNOTATED.

* * * * *

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

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

Lots 4-6, Block 10 of Finlay's Supplement to Prospect Park Addition, and the adjoining right-of-way of 15th Street South and 22nd Alley South located in the S1/2 SW1/4 Section 18, T20N, R4E PMM, Cascade County, Montana;

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

WHEREAS, Section 7-2-4601, Montana Code Annotated, provides that whenever the owners of real property contiguous to any incorporated city of the first class petition to have said property made a part of the municipal corporation, such lands may be embraced

within the corporate limits thereof and the boundaries of such city of the first class extended so as to include the same; and

WHEREAS, Travis Manus, the owner of the hereinabove described properties have submitted a petition to have the subject properties annexed to the City of Great Falls; and

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

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

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

That the boundaries of the City of Great Falls, Montana, be, and the same are hereby extended so as to embrace and include within the corporate limits of said city, all of the land hereinabove described, included as: “Lots 4-6, Block 10 of Finlay’s Supplement to Prospect Park Addition, and the adjoining right-of-way of 15th Street South and 22nd Alley South located in the S1/2 SW1/4 Section 18, T20N, R4E PMM, Cascade County, Montana” as shown on attached Attachment “A.”

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

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

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 5th day of November, 2019.

Bob Kelly, Mayor

ATTEST:

Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

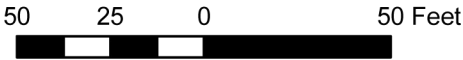
Sara R. Sexe, City Attorney

Resolution 10320 - Exhibit A



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

 Resolution 10320



FINDINGS OF FACT – ANNEXATION

Finlay's Supplement to Prospect Park Addition, Lots 4-6, Block 10 and the adjoining right-of-way of 15th Street South and 22nd Alley South located in the S1/2 SW1/4 Section 18, T20N, R4E PMM, Cascade County, Montana.

PRIMARY REVIEW CRITERIA:

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

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

The subject properties are contiguous to the existing City limits, with previously annexed property being present to the north and west of the proposed annexation area.

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. Additionally the annexation specifically supports the following policies:

Soc1.4.12 When annexing land for residential development, consider the timing, phasing and connectivity of housing and infrastructure development.

Phy4.3.2 Plan for the provision of appropriate infrastructure improvements, where needed, to support development.

Phy4.2.5 Promote orderly development and the rational extension of infrastructure and City services.

Phy4.3.7 Manage public facilities maintenance and improvements in a fiscally responsible manner.

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

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. The subject properties are located adjacent to Neighborhood Council #6. Due to the small annexation that will bring the rest of the property that is owned by the applicant into the city limits, and the time sensitivity of the proposal, information will be sent via email to the Neighborhood Council prior to the City Commission hearing.

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 does not lie within any adopted plan or sub-area planning areas.

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

The subject properties are part of six lots owned by the applicant. Lots 1-3 have been previously annexed into the City and are connected to the existing water main located in 21st Avenue South. The properties proposed for annexation currently operate with an existing septic tank that feeds the residence located in the City limits. Due to the lack of sewer main in this area, the revised Annexation Agreement will allow the applicant to keep the existing septic until it fails. At such time, the applicant will be required to connect to the City sewer system.

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

The adjoining right-of-way of 21st Avenue South, 15th Street South and 22nd Alley South are unimproved City streets and alleys. This is relatively rare but not unprecedented for areas located within the City's boundary. In this particular instance, it is not feasible for the property owner to absorb the cost of installing these improvements. Additionally, such improvements would be completely incompatible with nearby rights of way. When the City deems it necessary, the roads will be brought up to City standards as part of a larger capital project – with property owners contributing proportionate share for these improvements.

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 Annexation Agreement has been revised from the original agreement for the adjoining property that is owned by the applicant. This agreement addresses the various improvements and any special improvement districts. This agreement has been attached to the report.

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

The subject properties have been surveyed as part of the proposal in order to aggregate the six lots together and will be recorded with the County Clerk and Recorder.

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

As previously mentioned, the property is already serviced by City water and will be allowed to remain on a septic system until it fails.

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 properties to the north, south, east and west are residential uses in both the City and County jurisdictions.

ORDINANCE 3210

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS ASSIGNING A ZONING CLASSIFICATION OF R-3 SINGLE-FAMILY HIGH DENSITY DISTRICT TO THE PROPERTIES LEGALLY DESCRIBED AS: LOTS 4-6, BLOCK 10 OF FINLAY'S SUPPLEMENT TO PROSPECT PARK ADDITION AND THE ADJOINING RIGHT OF WAY OF 15TH STREET SOUTH AND 22ND ALLEY SOUTH LOCATED IN THE S1/2 SW1/4 OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M. MT, CASCADE COUNTY, MONTANA

* * * * *

WHEREAS, Travis Manus, is the owner of record and has petitioned the City of Great Falls to annex the subject properties, consisting of ±0.215 acres, as legally described above; and

WHEREAS, Travis Manus has petitioned said properties to be assigned a City zoning classification of R-3 Single-family High Density, upon annexation to the City; and

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on September 24, 2019, to consider said zoning request and, at the conclusion of said hearing, passed a motion recommending the City Commission zone the property legally described as Lots 4-6, Block 10 of Finlay's Supplement to Prospect Park Addition, and the adjoining right-of-way of 15th Street South and 22nd Alley South located in S1/2 SW1/4 of Section 18, Township 20 North, Range 4 East, P.M. MT, Cascade County, Montana to R-3 Single-family High Density district; and

WHEREAS, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing before the Great Falls City Commission on this zoning designation would be held on the 5th day of November, 2019, before final passage of said Ordinance herein; and

WHEREAS, the zoning map amendment on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.030; and

WHEREAS, following said public hearing, it was found and decided that said zoning designation be made.

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

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

Section 2. That the property legally described as: Lots 4-6, Block 10 of Finlay's Supplement to Prospect Park Addition, and the adjoining right-of-way of 15th Street South and 22nd Alley South located in S1/2 SW1/4 of Section 18, Township 20 North, Range 4 East, P.M. MT, Cascade County, Montana, be designated as R-3 Single-family High Density as shown in Exhibit A.

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

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading October 15, 2019.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading November 5, 2019.

Bob Kelly, Mayor

ATTEST:

Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

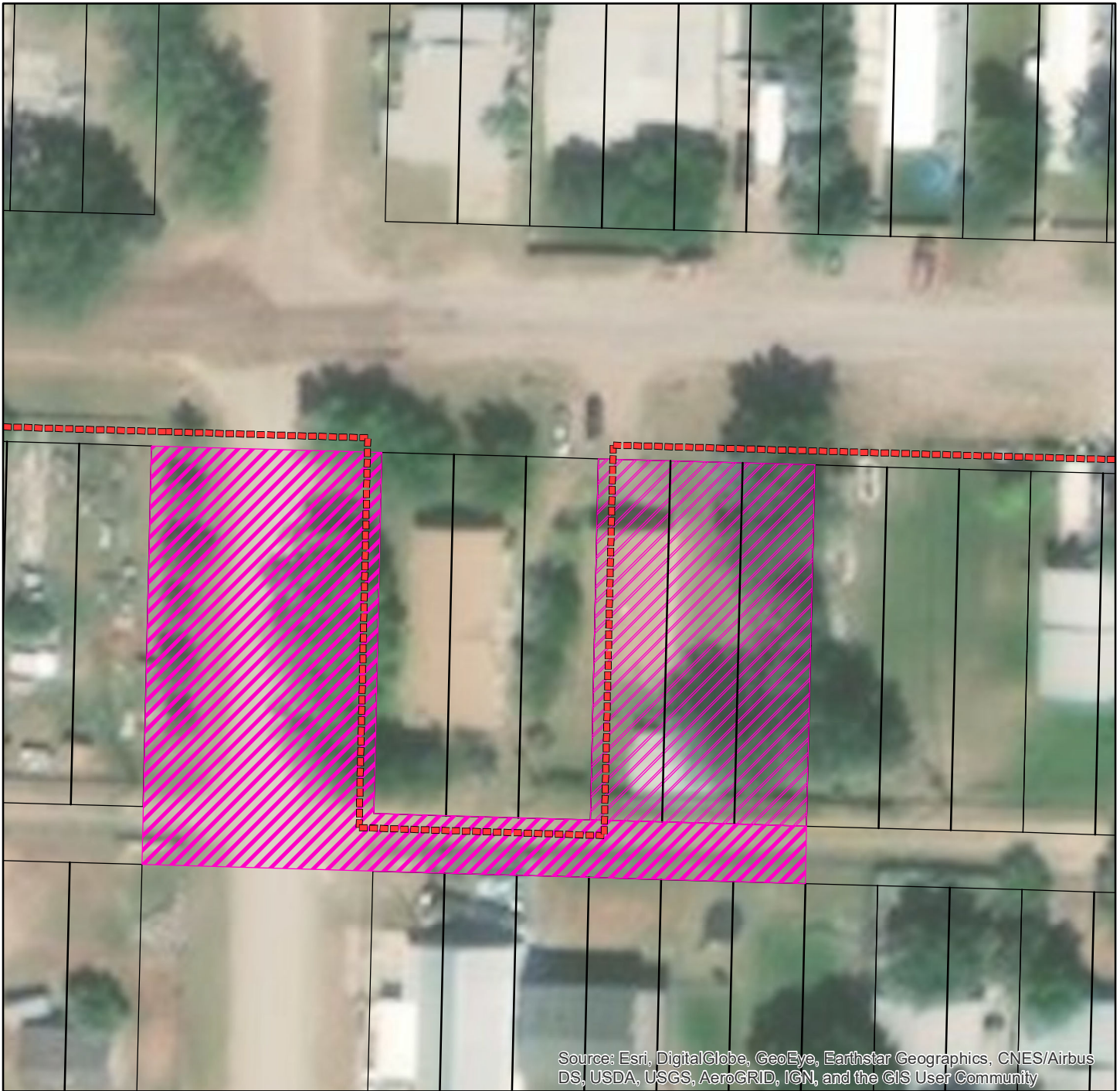
State of Montana)
County of Cascade : ss
City of Great Falls)


I, Darcy Dea, Deputy City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3210, on the Great Falls Civic Center posting board and the Great Falls City website.

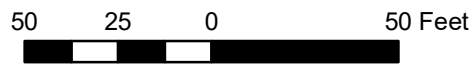
Darcy Dea, Deputy City Clerk

(CITY SEAL)

Ordinance 3210 - Exhibit A



 Ordinance 3210



FINDINGS OF FACT – ZONING MAP AMENDMENT

Finlay's Supplement to Prospect Park Addition, Lots 4-6, Block 10 and the adjoining right-of-way of 15th Street South and 22nd Alley South located in the S1/2 SW1/4 Section 18, T20N, R4E PMM, Cascade County, Montana.

PRIMARY REVIEW CRITERIA:

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

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

The proposed zoning assignment of R-3 Single-family high density is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. Additionally the policies that this establishment of zoning is consistent with include:

Social - Housing

Soc1.4.12 When annexing land for residential development, consider the timing, phasing and connectivity of housing and infrastructure development.

Physical - Land Use

Phy4.2.5 Promote orderly development and the rational extension of infrastructure and City services.

Phy4.3.2 Plan for the provision of appropriate infrastructure improvements, where needed, to support development.

The Growth Policy identifies that Great Falls embodies balanced, compatible growth; the approval of the annexation with the establishment of R-3 zoning will create balanced growth that is compatible with the adjacent properties as well as carry out the vision of the adjacent zoning districts surrounding the property.

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

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. The subject properties are located adjacent to Neighborhood Council #6. Due to the small annexation that will bring the rest of the property that is owned by the applicant into the city limits and establish consistent zoning, and the time sensitivity of the proposal, information will be sent via email to the Neighborhood Council prior to the City Commission hearing.

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

The subject property does not lie within any adopted planning or sub-area planning areas.

4. The code with the amendment is internally consistent.

The proposed establishment of zoning not in conflict with any portion of the existing City Code and will be consistent with the adjacent existing zoning. The existing single-family home fits in with the context of the neighborhood based on the surrounding single family homes adjacent to the property. The proposal will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish and impair property values in the neighborhood.

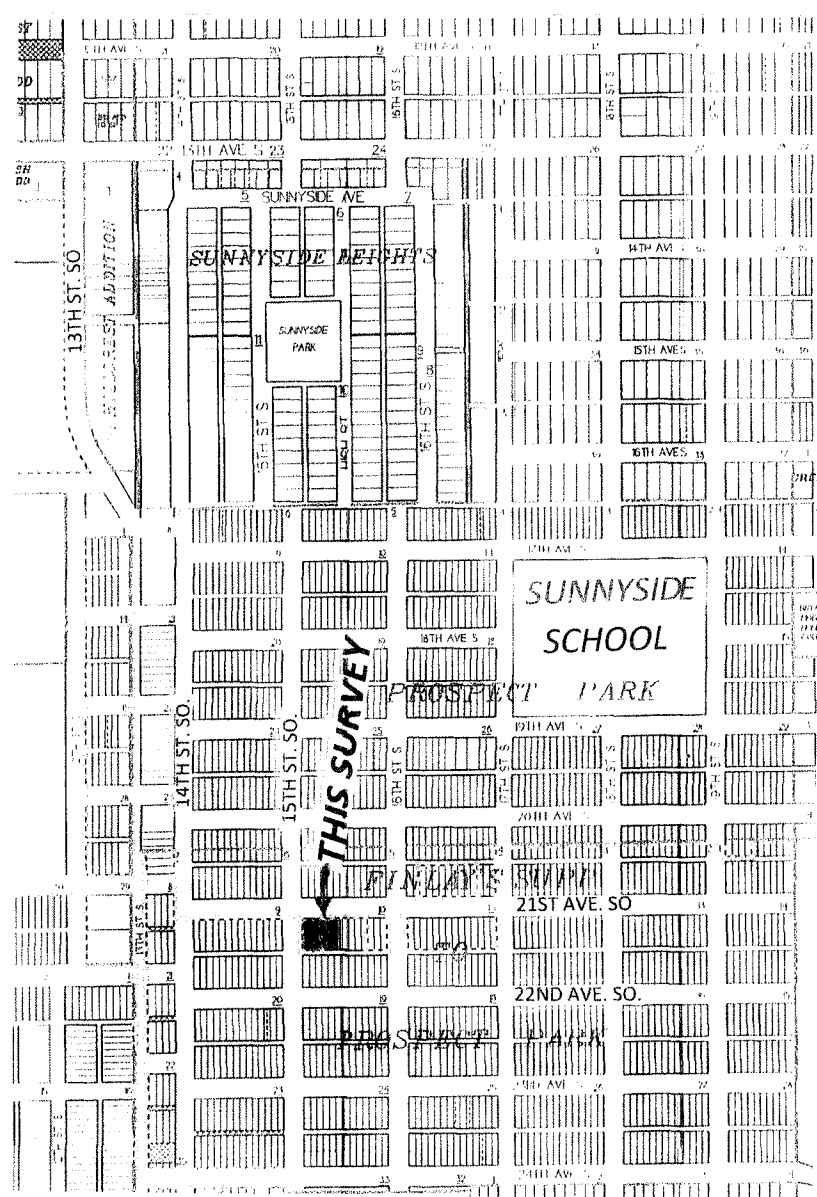
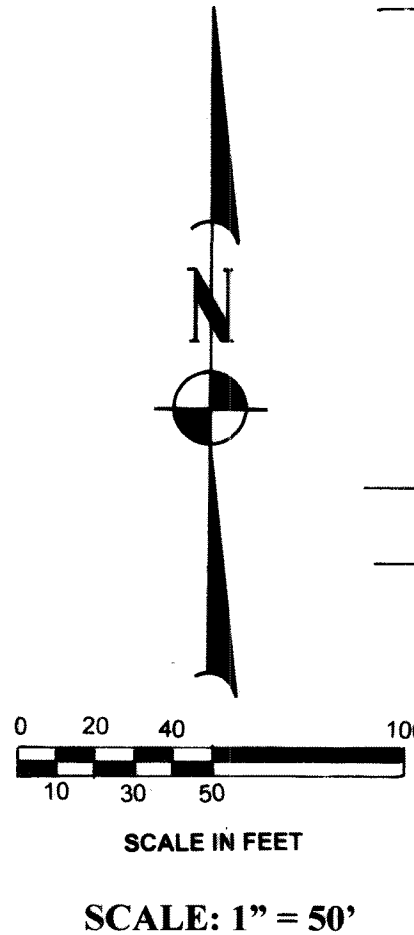
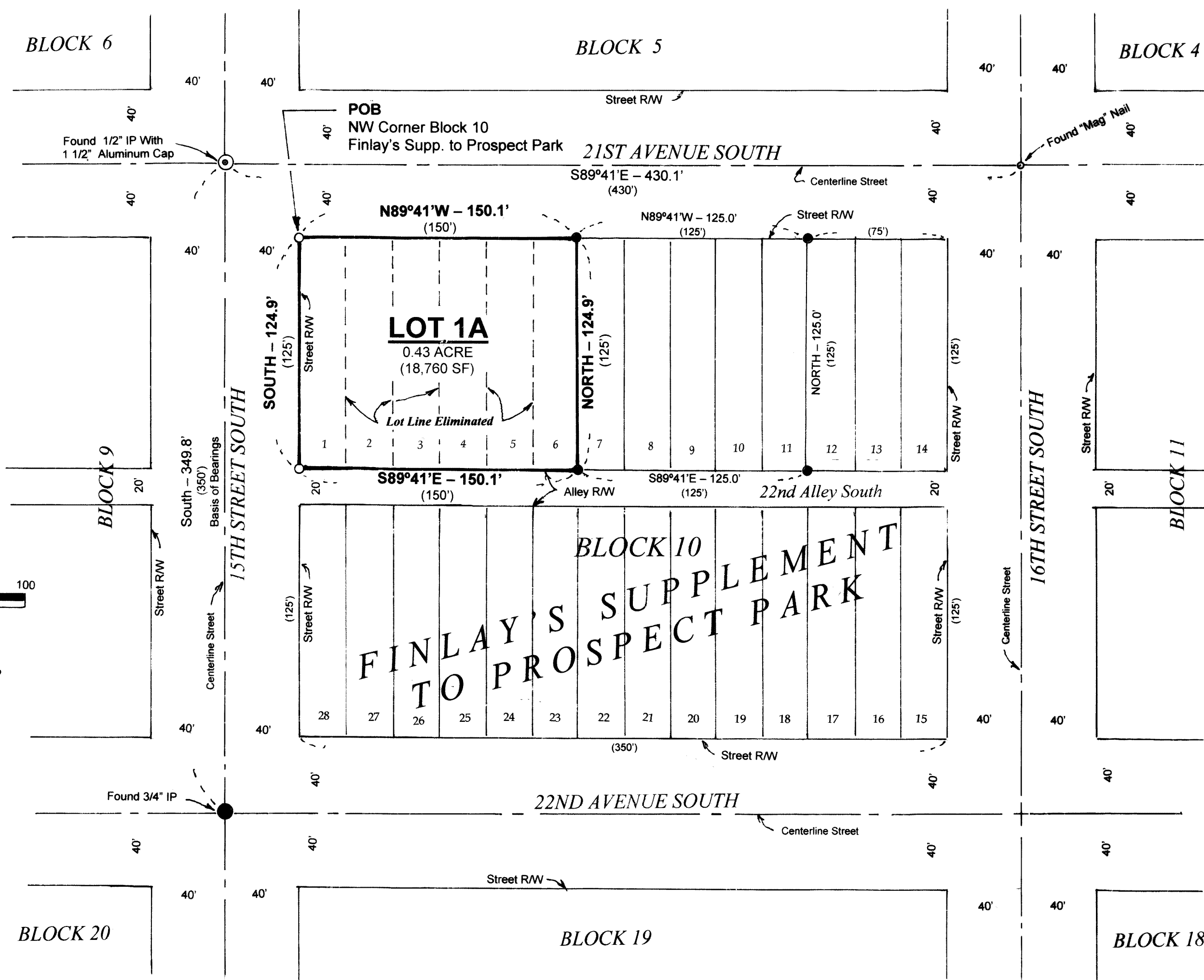
5. The amendment is the least restrictive approach to address issues of public health, safety, and welfare.

There are no existing public health, safety, or welfare issues that have been identified for these properties. The existing home is serviced by City water and the existing septic is to remain until failure. The zoning assignment has no impact on these issues.

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

The City has the financial and staffing capability to enforce the amendment if it is approved.

**Amended Plat Of
Lots 1 Through 6, Block 10,
Finlay's Supplement To Prospect Park
Addition To Great Falls,
A Subdivision in the South 1/2 Southwest 1/4 Section 18,
Township 20 North, Range 4 East, P.M.M.,
Cascade County, Montana.**



LOCATION MAP
NO SCALE

- LEGEND**
- Set 5/8" x 24" IP With YPC "HODGES 4593ES"
 - Found 5/8" IP With YPC "LINDSETH 8644S"
 - () Record Per Plat of Finlay's Supplement to Prospect Park
 - IP Iron Pin (Rebar)
 - POB Point of Beginning
 - RAW Right of Way
 - YPC Yellow Plastic Cap

- NOTES:**
1. It was not the intent of this survey to locate or show all easements which may affect the subject property.
 2. Basis of Bearings: Centerline of 15th Street South between found monuments at the intersections of the centerlines of 21st Avenue South and 22nd Avenue South. Assumed bearing to be North - South.
 3. "Finlay's Supplement to Prospect Park" refers to the plat titled "Finlay's Supplement to Prospect Park An Addition to Great Falls, Mont."

DATES OF SURVEY: August 16 -17, 2019

Total Area Lot = 18,760 SF (0.43 Acre)
TOTAL AREA = 18,760 SF (0.43 Acre)

PURPOSE
The purpose of the survey shown on this plat was to aggregate Lots 1 through 6, Block 10, Finlay's Supplement to Prospect Park An Addition To Great Falls, Mont., a subdivision in the South 1/2 Southwest 1/4 Section 18, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana.

CERTIFICATE OF SURVEY
The undersigned property owner does hereby certify that he has caused Lots 1 through 6, Block 10, Finlay's Supplement to Prospect Park An Addition to Great Falls, Mont., according to the plat filed in the Clerk and Recorder's Office, Cascade County, Montana, to be surveyed and aggregated into one lot.

CERTIFICATE OF PUBLIC WORKS DIRECTOR
I, Jim Rearden, Public Works Director for the City of Great Falls, do hereby certify that I examined the accompanying plat of the **Amended Plat of Lots 1 through 6, Block 10, Finlay's Supplement to Prospect Park Addition to Great Falls** and the survey it represents, found that same conforms to regulations governing the platting of lands and presently platted adjacent land as near as circumstances will permit and do hereby approve the same.

Date: _____
Jim Rearden, Public Works Director
City of Great Falls, Montana

CERTIFICATE OF GREAT FALLS PLANNING BOARD
We, the undersigned President of the Great Falls Planning Board, City of Great Falls, Montana, and Secretary of said Great Falls Planning Board, do hereby certify that the accompanying plat of the **Amended Plat of Lots 1 through 6, Block 10, Finlay's Supplement to Prospect Park Addition to Great Falls**, was submitted to the said Great Falls Planning Board for examination by them and was approved at a regular meeting held on the _____ day of _____, 20____.

Peter Fontana, President
Great Falls Planning Board
Craig Raymond, Secretary
Great Falls Planning Board

CERTIFICATE OF CITY COMMISSION
I, Gregory T. Doyon, City Manager of the City of Great Falls, Montana, do hereby certify that the accompanying plat of the **Amended Plat of Lots 1 through 6, Block 10, Finlay's Supplement to Prospect Park Addition to Great Falls**, was duly examined and approved by the City Commission of the City of Great Falls, Montana, at a regular meeting held on the _____ day of _____, 20____.

Gregory T. Doyon, City Manager
City of Great Falls, Montana

DESCRIPTION: A tract in the South 1/2 Southwest 1/4 Section 18, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, said tract consisting of Lots 1 through 6, Block 10, Finlay's Supplement to Prospect Park An Addition to Great Falls, Mont., and being more fully described as follows:
Beginning at the northwest corner of Block 10, Finlay's Supplement to Prospect Park; thence South 124.9 feet along the west line of said Block 10 to the north right of way line of 22nd Alley South; thence South 89°41' East 150.1 feet along the north right of way line of 22nd Alley South to the southeast corner of Lot 6, Block 10, Finlay's Supplement to Prospect Park; thence North 124.9 feet along the east line of Lot 6, Block 10, Finlay's Supplement to Prospect Park to the north line of Block 10, Finlay's Supplement to Prospect Park; thence North 89°41' West 150.1 feet along said north line of Block 10 to the Point of Beginning, containing 0.43 acres; and to be known and designated as **Amended Plat Of Lots 1 through 6, Block 10, Finlay's Supplement to Prospect Park Addition to Great Falls**.

I certify that the purpose of this survey was to aggregate lots; therefore this division of land is exempt from review as a subdivision pursuant to Section 76-3-207 (1)(f), M.C.A.: "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." Furthermore, I certify that this division of land is excluded from review by the Montana Department of Environmental Quality pursuant to 17.36.605(3) ARM: "Aggregations of parcels are not subdivisions subject to review, except that an aggregation is subject to review under 76-4-130, MCA, if any parcel included in the aggregation has a previous approval issued under Title 76, chapter 4, part 1, MCA."

Date: _____
STATE OF MONTANA)
County of Cascade) ss
TRAVIS MANUS

On this _____ day of _____, 20____, before me _____ a Notary Public in and for the State of Montana, personally appeared Travis Manus, known to me to be the person who executed the foregoing Certificate of Survey and he acknowledged to me that he executed the same.

Notary Public, State of Montana
Residing at: _____
My Commission expires: _____

CERTIFICATE OF SURVEYOR
I, James E. Hodges, Professional Engineer and Land Surveyor, do hereby certify that I made the survey as shown on this plat and that said survey is true and complete as shown.

Date: _____
James E. Hodges, P.E. & L.S.
Montana License No. 4593ES

CERTIFICATE OF 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.

Date: _____
Diane Heikkila, Treasurer

**REVIEWED FOR COMPLIANCE WITH
SURVEY REQUIREMENTS AND ZONING
REGULATIONS PER 76-3-207 M.C.A.**
By/Date: _____
PLANNING AND COMMUNITY
DEVELOPMENT DEPARTMENT
CITY OF GREAT FALLS

CITY-COUNTY HEALTH DEPT
Great Falls, Montana
Exempt From Health Dept. Review
Date: _____
By: _____

Owner:
TRAVIS MANUS
Survey For:
Wanda Ulmen & Melvin Wayne Hucks
JAMES E. HODGES
Professional Engineer & Land Surveyor
Great Falls, Montana

1/4	Sec	T	R
S2SW	18	20N	4E
Job No.	2019-10	Sheet	1
F.B. No.	LL	Of	1
Drawn	JEH	Date	10/22/19

DRAFT

FINDINGS OF FACT/BASIS OF DECISION – MONTANA SUBDIVISION AND PLATTING ACT

Finlay’s Supplement to Prospect Park Addition, Lots 4-6, Block 10 and the adjoining right-of-way of 15th Street South and 22nd Alley South located in the S1/2 SW1/4 Section 18, T20N, R4E PMM, Cascade County, Montana.

(PREPARED IN RESPONSE TO 76-3-608(3) MCA)

PRIMARY REVIEW CRITERIA:

Effect on Agriculture and Agricultural Water User Facilities: The owner of the subject properties has proposed to aggregate six lots located in the subdivision. The existing lots consist of a residence with a detached garage. Thus, the proposal will not interfere with any agricultural irrigation system or present any interference with agricultural operations in the vicinity.

Effect on Local Services: Lots 1-3 have been previously been annexed into the City and are connected to the existing water main located in 21st Avenue South. The properties proposed for annexation and aggregation; currently operate with an existing septic tank that feeds the residence located in the City limits. Due to the lack of sewer main in this area, the applicant is approved to keep the existing septic until it fails. A portion of the proposed aggregated lots is currently receiving law enforcement and fire protection service from the City of Great Falls. Providing these services to the newly aggregated property is expected to be a manageable cost to the City.

Effect on the Natural Environment: There is no development proposal currently for the properties, therefore it is not expected to adversely affect soils or the water quality or quantity of surface or ground waters.

Effect on Wildlife and Wildlife Habitat: The proposed lots to be aggregated contain an existing residence and are surrounded to the north, east, and west by residential uses. This is not in an area of significant wildlife habitat beyond occasional migrating fowl.

Effect on Public Health and Safety: Based on available information, the proposed lots to be aggregated are not subject to abnormal natural hazards nor potential man-made hazards. Any proposed development of the properties will not have a negative effect on Public Health and Safety. As noted above, the proposed site already receives City public safety services.

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

The lots in the proposed aggregation meet 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 applicant shall provide necessary utility easements to accommodate water mains and private utilities to serve the lots.

LEGAL AND PHYSICAL ACCESS

Legal and physical access to the proposed development will be from 21st Avenue South and 15th Street South. These are all existing gravel roads that are currently or proposed to be in City limits and are maintained by the City of Great Falls.

~~8-22-19~~



My mother, Mowry K. Yearout, owns the property at 1500 21st Ave South. It is six lots and includes the address of 1508 21st Ave South. Three of these lots are city and the other three are county. She is on city water and a septic system. The manufactured home is on a foundation which is on one of the city lots. Her septic system tank was installed on a county lot, and runs across to her house. We are in the process of selling her house and the split between city and county lots is making this a difficult task as far as financing goes. We would like all 6 lots under the same jurisdiction.

Thank You

Laura Girard,
POA for Mowry K Yearout

10/22/2019

To whom it may concern,

I, Travis Manus, purchased the property at 1500 & 1508 21st Ave. S. from Mowry Yearout in the middle of the annexation of several of the County lots into the City. I bought the property a week prior to the foreclosure date of Oct. 18th, 2019, so we could keep the annexation process moving forward. I plan to hold the property for 90 days to meet FHA "flip" requirements and sell it to the original purchasers; Wanda E. Ulman & Melvin Wayne Hucks Sr.

Sincerely,

A large black rectangular redaction box covering the signature of Travis Manus.

Travis Manus

AMENDED ANNEXATION AGREEMENT
FOR
LOTS 1 – 6, BLOCK 10,
FINLAY’S SUPPLEMENT TO PROSPECT PARK

1. PREFACE

The following is a binding Annexation Agreement dated this _____ day of _____, 2019, between Travis Manus, residing in Great Falls, Cascade County, Montana, 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 into the corporate limits of the City of **LOTS 4 THROUGH 6, BLOCK 10, FINLAY’S SUPPLEMENT TO PROSPECT PARK**, an Addition to Great Falls, Cascade County, Montana, hereinafter referred to as “**LOTS**”. This Agreement shall amend and supplement a previous Annexation Agreement dated January 17, 1989, which specified requirements for the annexation of Lots 1 through 3 in the above subdivision.

2. SUPPORTING DOCUMENTS

- A. The amended plat of Lots 1 through 6, Block 10, Finlay’s Supplement to Prospect Park Addition to aggregate the 6 lots.
- B. The plat of Finlay’s Supplement to Prospect Park, an Addition to Great Falls, Cascade County, Montana, recorded in the office of the Cascade County Clerk and Recorder on August 28th, 1988.

3. FEES AND CHARGES

- A. Owner shall pay the following fees as provided by City policy and resolution:
 - a. Storm Drain Fee (\$250/acre x 0.215 acres) \$53.75

b. Recording fees for Annexation Agreement and Resolution (\$7 per page x 7 pages) \$49.00

Total Fees paid by applicant to City: \$102.75

Fees paid by applicant are in addition to the \$500 application fee for Annexation, \$2,000 for Zoning Map Amendment, and \$1,000 for a Non-Administrative Plat, which have been paid prior to this Annexation Agreement.

- B. The total fees summarized in Section A above shall be paid to the City no later than thirty (30) calendar days after City Commission action to annex the Subject Property into the City.
- C. The absence of any fee in this Agreement that is lawfully charged by the City in connection with construction activity associated with the Subject Property shall not constitute a waiver by the City.

4. STORM DRAINAGE

Owner hereby waives its right to protest and appeal any future special improvement district for storm drainage facilities, affecting the drainage area in which Lots are located, lawfully created in accordance with the laws of the State of Montana.

5. PUBLIC ROADWAY LIGHTING

Owner hereby agrees to waive its right to protest and appeal any future special lighting district for public roadway lighting facilities in the area in which the **Lots** are located, lawfully created in accordance with the laws of the State of Montana.

6. ROADWAY IMPROVEMENTS

Owner hereby waives its right and appeal to protest any future special improvement district(s) for pavement, curb and gutter and sidewalk in those portions of the 21st Avenue South and 15th Street South abutting **Lots**, lawfully created in accordance with the laws of the State of Montana; and **Owner** shall pay its proportionate share of the costs of said paving, curb and gutter and sidewalk whether the same is installed with or without a special improvement district.

7. SANITARY SEWER SERVICE IMPROVEMENTS

Owner hereby waives its right to protest and appeal any future special improvement district for extension of the City sanitary sewer system to serve **Lots**, lawfully created in accordance with the laws of the State of Montana; and **Owner** shall pay its proportionate share of the costs of said sanitary sewer system whether installed with or without a

special improvement district. At the time of the failure of the existing drain field or septic tank, the Owner is required to connect to City sewer and abandon the drain field or septic tank in accordance with the then-existing Cascade County Health Department and City of Great Falls or other applicable requirements.

8. MAINTENANCE DISTRICTS

Owner hereby agrees to waive its right to protest and appeal any maintenance district (including, but not limited to, dust palliative and fire hydrant) created by **City** and further agrees to pay its proportionate share of the costs associated with said maintenance districts.

9. OWNER'S REPRESENTATIONS

Lots, which are the subject of this agreement, are contiguous to **City**, are not included within the boundary of any other incorporated municipality; and will not, upon annexation to **City**, be a part of any fire district existing or organized under any of the provisions of Chapter 33, Title 7 of the Montana Code Annotated.

10. CITY'S ACCEPTANCE AND ZONING

In consideration of the terms of this Agreement, the City hereby accepts the property contained within **Lots** as R-3 Single-family High Density.

11. 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.

12. OTHER PROVISIONS REMAINING

All other conditions and provisions of the Annexation Agreement dated January 17, 1989 remain in full force and effect, and are hereby ratified and affirmed by the parties.

THE CITY OF GREAT FALLS, MONTANA

A Municipal Corporation of the State of Montana

Gregory T. Doyon, City Manager

ATTEST;

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT*:

Sara R. Sexe, City Attorney

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

OWNER

Travis Manus

State of _____)

:ss.

County of _____)

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

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

Notary Public for the State of _____

(NOTARIAL SEAL)



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

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

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

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

Action Requested: City Commission adopt Ordinance 3209 and the submitted Development Agreement pertaining to the Buffalo Crossing Urban Renewal Project

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 3209 and (approve/not approve) the submitted Development Agreement pertaining to the Buffalo Crossing Urban Renewal Project.”
 2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
-

Staff Recommendation:

Staff recommends that the City Commission adopt Ordinance 3209, and approve the Development Agreement pertaining to the Buffalo Crossing Urban Renewal Project.

Background:

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

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

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

Analysis:

TIF Application

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

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

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

Review Criteria:

Preliminary Findings

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

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

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

Montana Code Annotated (MCA) TIF Regulations

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

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

City of Great Falls TIF Review Criteria

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

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

sewer and waterlines, railroads, etc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Staff Analysis – The vast majority of the cost of development will be borne by the current owner and future lot purchasers. With the site having a former semi-industrial use in the past, using Brownfields grants could be a possibility for any environmental assessments or clean-up on additional lots.

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

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

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

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

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

Staff Analysis – Staff believes that the applicant will be able to meet the development schedule as noted within the application. The proposed construction schedule for the items listed within the application will need to be completed by December 31, 2020, in order for the applicant to receive all the monies related to the second phase of infrastructure work.

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

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

Fiscal Impact:

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

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

Public Input:

At the first reading of Ordinance 3209 on October 15, 2019, the developer of the West Bank Landing project, Brad Talcott, commented regarding this application. Bond counsel provided a memorandum with a background of the West Bank TIF District, answering some of the comments. A copy of the memorandum is attached to this Agenda Report.

Alternatives:

The City Commission may choose to deny the TIF request or approve only a portion of the TIF reimbursement. The applicant has indicated that denial of TIF funds would severely affect the project going forward.

Concurrences:

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

Attachments/Exhibits:

Ordinance 3209
Development Agreement
West Bank Urban Renewal District Plan

TIF Application
West Bank Landing Tax Increment Financing Draw Request Letter
Aerial Map
Site Plan
Memorandum from Erin McCrady

CERTIFICATE AS TO ORDINANCE AND ADOPTING VOTE

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

WITNESS my hand and seal officially this ____ day of _____, 2019.

(SEAL)

Lisa Kunz, City Clerk

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

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

WITNESS my hand and seal officially this ____ day of _____, 2019.

(SEAL)

Lisa Kunz, City Clerk

ORDINANCE NO. 3209

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

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

Section 1. Recitals.

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

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

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

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

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

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

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

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

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

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

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

Bob Kelly, Mayor

Attest:

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

DEVELOPMENT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

Section 1. Definitions; Rules of Interpretation; Exhibits.

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

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

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

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

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

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

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

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

1.2. Rules of Interpretation.

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

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

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

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

Exhibit A—Legal Description of the Land and Map Thereof

Exhibit B—Infrastructure Improvements

Exhibit C—Project Costs

Exhibit D—Form of Developer Requisition Form

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

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

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

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

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

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

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

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

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

Section 3. Developer's Undertakings.

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

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

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

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

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

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

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

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

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

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

Section 4. Reimbursement.

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. Release, Indemnification and Insurance.

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

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

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

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

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

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

Section 7. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[remainder of page left intentionally blank]

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

CITY OF GREAT FALLS, MONTANA

[SEAL]

By _____
Gregory T. Doyon, City Manager

Attest:

City Clerk

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

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

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND AND MAP THEREOF

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

EXHIBIT B

INFRASTRUCTURE IMPROVEMENTS

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

EXHIBIT C
PROJECT COSTS



BUFFALO CROSSING – PROJECT COST SUMMARY

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

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

1922 Cherry Drive | Great Falls, Montana 59404 | (406) 315-3618 | bill@fusion-and.com | www.fusion-and.com

EXHIBIT D

FORM OF DEVELOPER REQUISITION FORM

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

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

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

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

Dated: _____, 20__

By: _____
Name: _____

Schedule to Developer Certificate No. _____

Payee

Purpose

Amount

West Bank Urban Renewal Plan

Great Falls, Montana



2007

Acknowledgements

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

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

Planning Oversight:

- Benjamin Rangel, Great Falls Planning Director

Project Consultant:

- Janet Cornish, Community Development Services of Montana

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Chapter 1. Introduction

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

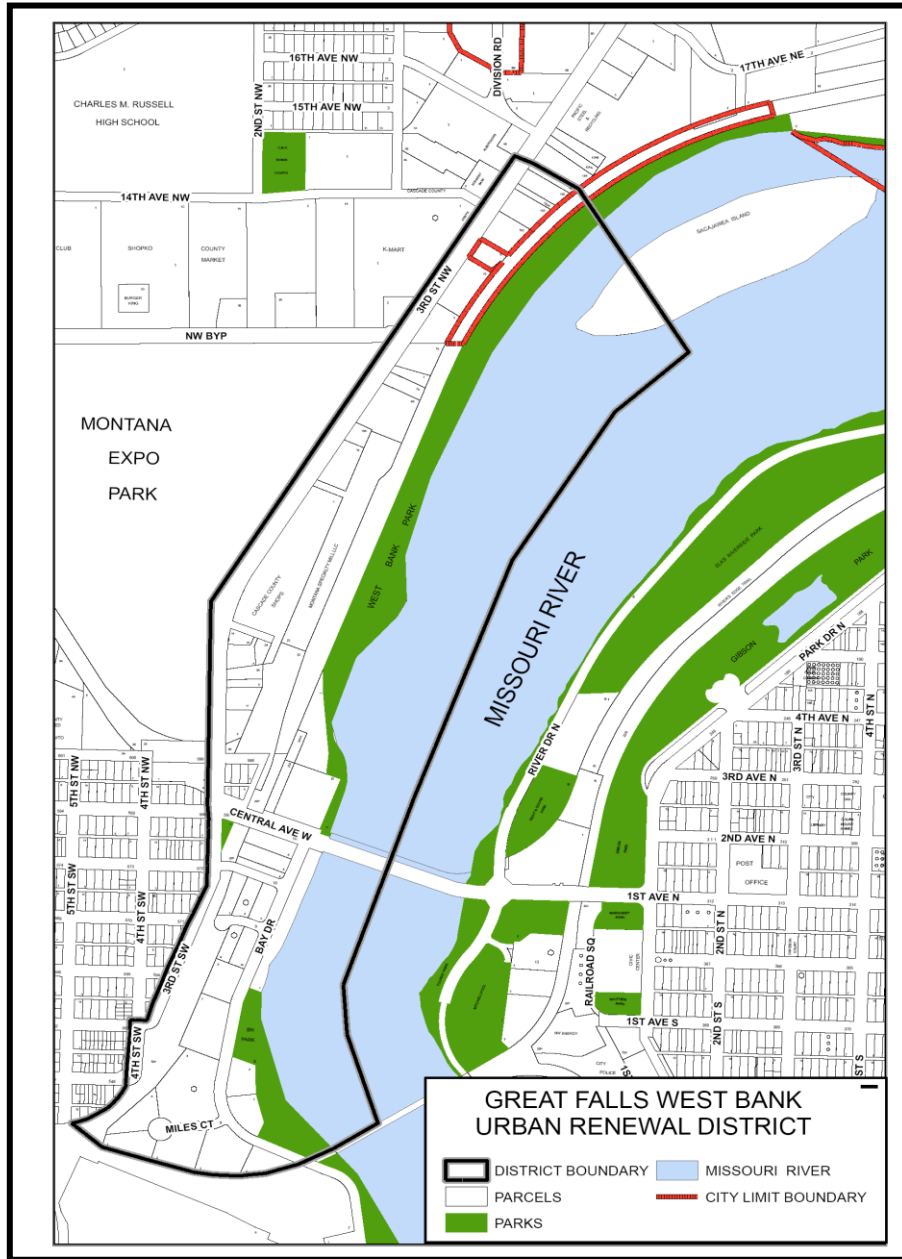
This urban renewal effort is being undertaken in accordance with the Montana Urban Renewal Law which provides for the renewal of "blighted" areas in 7-15-42 and 7-15-43, MCA, as follows:

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

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

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

Figure 1. Great Falls West Bank Urban Renewal District



Statement of Purpose

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

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

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

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

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

Chapter 2. Description of the Urban Renewal District

Legal Description of the West Bank Urban Renewal District

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

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

Area History

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



Figure 2 Cascade County Shops

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

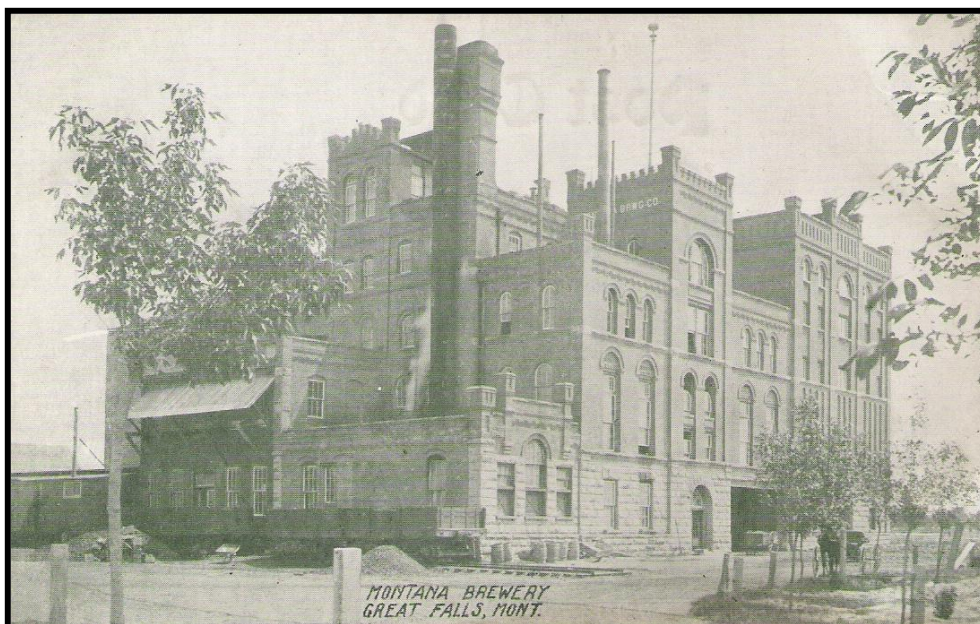


Figure 3. Montana Brewery.

Existing Characteristics

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



Figure 4. Former Highway Department Building

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

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

Source: U.S. Census (2000 Information)

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

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

Census designations are noted in Figure 5.

Zoning Designation

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

Chapter 3. Key Findings

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

Area Assets and Opportunities

The Missouri River and West Bank Park

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

Proximity to Downtown/Combating Urban Sprawl

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

Proximity to Transportation Corridors

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

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

Existing and Proposed Area Development

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

Challenges

Clean-up of Contaminants

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

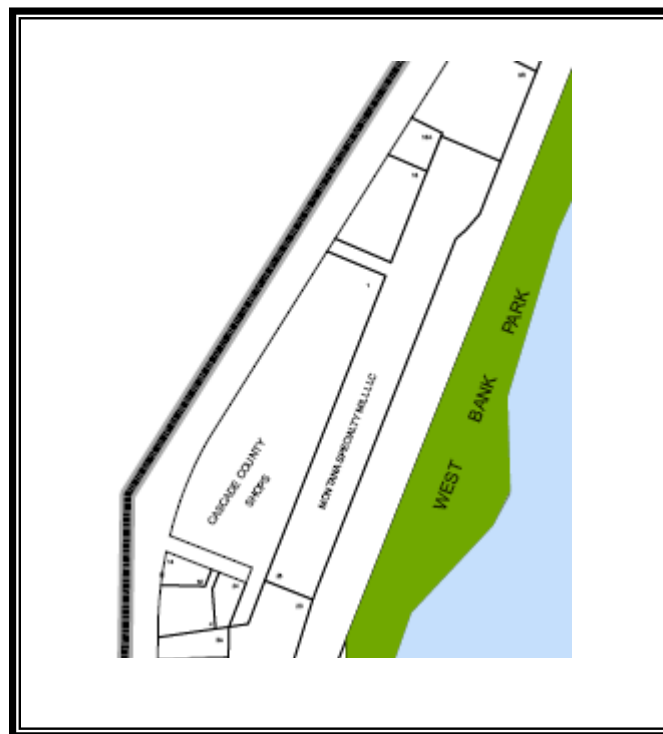


Figure 6. Contaminated Area

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

Lot Size

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

Access

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

Blighted Conditions in the West Bank Urban Renewal District

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

Physical deterioration of buildings

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

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

Inappropriate or mixed uses of land or buildings

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

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

Public Infrastructure/Defective or Inadequate Street Layout

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

Unhealthy or Unsafe Conditions

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

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

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

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

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

Remediation of Environmental Pollutants

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

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

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

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

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



Figure 7. Montana Specialty Mills

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

Strategies:

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

Public Infrastructure Improvements

Sewer and Water Services

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

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

Strategies:

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

Area Access – Pedestrian and Vehicular

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

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

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

Strategies:

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

Park Development

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

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



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

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

Strategies:

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

Area Design Features, Including Lighting and Landscaping

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

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

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

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

Strategies:

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

Community and Economic Development

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

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

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

Fostering Private Development

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

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

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

Goal: Encourage thoughtful, well designed private development activity.

Strategies:

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

Working in Partnership with Downtown

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

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

Strategies:

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

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

Historic/Cultural Resources

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

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

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

Strategies:

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



Figure 9. Cowboy's Bar

Natural Resources

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

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

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

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

Strategies

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

Chapter 5. Planning Approach – The Defining Elements

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

Sub Area Planning – Phased Development

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

Thoughtful Design

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

Intergovernmental Cooperation

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

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

Public Investment

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

Planning Consistency

Conformity with the Growth Policy

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

Other Planning Documents

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

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

Chapter 6. Implementation

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

Administration

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

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

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

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

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

Program Funding

Tax Increment Financing Provision

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

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

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

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

Other Financing Mechanisms

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

Transportation Infrastructure

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

A. Bridge and Road Mills (Property Taxes)

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

B. Transportation Improvement Authority

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

C. Community Transportation Enhancement Program

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

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

- Pedestrian and bicycle facilities
- Historic preservation

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

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

D. State Fuel Tax

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

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

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

Debt Financing – All Types of Projects

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

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

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

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

A. *Special Improvement Districts*

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

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

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

B. General Obligation Bonds

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

C. Revenue Bonds

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

Railroad Crossing Related Programs

A. STPRP - Rail/Highway Crossing Protective Devices Program

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

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

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

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

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

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

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

A. Treasure State Endowment Program ~ Montana Department of Commerce

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

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

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

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

B. The Montana Intercap Program ~ Montana Board of Investments

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

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

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

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

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

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

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

Eligible grantees are as follows:

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

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

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

D. Public Works Program ~ Economic Development Administration

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

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

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

E. Water, Wastewater and Solid Waste Action Coordinating Team

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

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

Voluntary Programs

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

West Bank Urban Renewal Program Evaluation

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

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

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

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

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



Figure 10. Urban Renewal Area from the north

APPENDIX A. RESOLUTION OF BLIGHT

RESOLUTION 9626

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

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

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

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

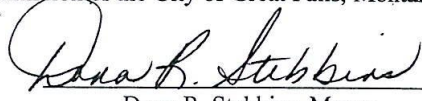
WHEREAS, the City of Great Falls has conducted the study (attached as Exhibit "A" to this Resolution) to determine the existence of blight in an area known as the West Bank and generally described as bounded on the West by 3rd Street NW/SW, on the East by the center line of the Missouri River, on the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

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

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

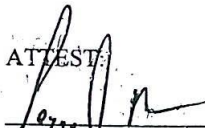
That the City Commission finds that blight exists within the City of Great Falls in the area described in Exhibit "A" of this Resolution under the definition contained in Section 7-15-4206 (2), M.C.A. and that rehabilitation and redevelopment of such area (pursuant to the Montana Urban Renewal Law) is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

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



Dona R. Stebbins, Mayor

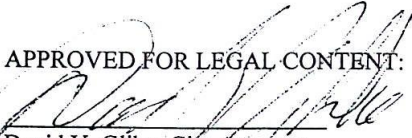
ATTEST:



Peggy J. Bourne, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

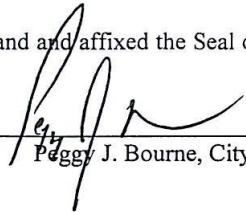


David V. Gliko, City Attorney

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

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

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



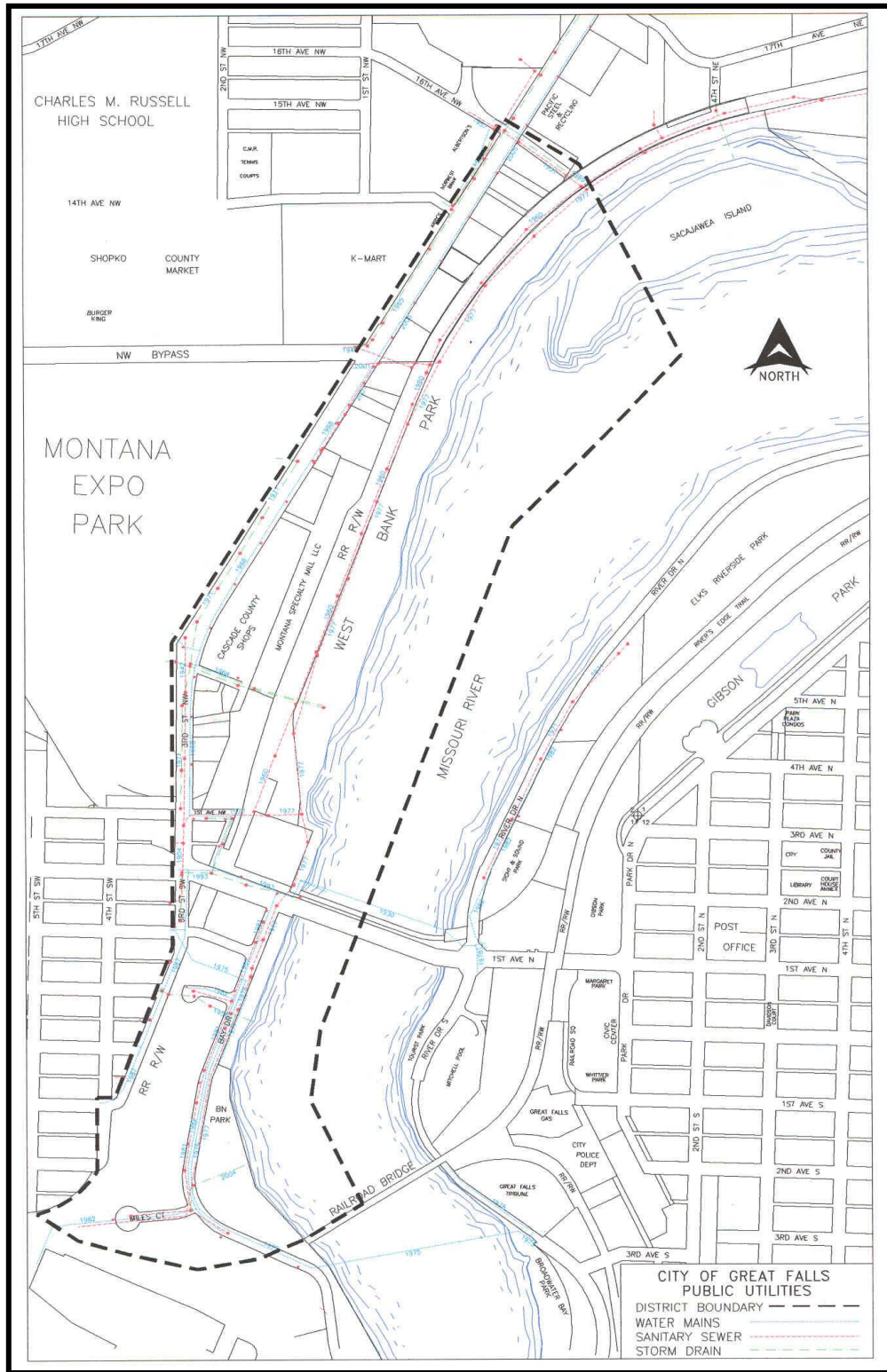
Peggy J. Bourne, City Clerk

(SEAL OF CITY)

APPENDIX B – WEST BANK URBAN RENEWAL DISTRICT PARCEL DATA

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

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



APPENDIX D

ALLOWABLE USES OF TAX INCREMENT FUNDS

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

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

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

CITY OF GREAT FALLS



**TAX INCREMENT FINANCING
(TIF)**

APPLICATION FOR FUNDS

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

Project Name: Buffalo Crossing Subdivision to Great Falls

Date Submitted: July 12, 2019

Name of TIF District: West Bank Urban Renewal District

APPLICANT INFORMATION

Name: Holman Grain – Ken Holman & Paula Gundermann

Address: 145 East Portage Road – Floweree, Montana 59440-9717

Telephone: (406) 761-0077

DEVELOPMENT INFORMATION

1. Building Address: 1 Bay Drive Great Falls Mt. 59404

2. Legal Description: Lots 1 - 6 Block 1 Buffalo Crossing Addition
Lots 2 - 3 Block 10 Amended BN Car Shop Addition

3. Ownership: Holman Grain Company – Ken Holman & Paula Gundermann

Address: 145 East Portage Road – Floweree, Montana 59440-9717

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

Address: N/A

5. Existing/Proposed Businesses:

**Existing businesses are warehouses and an abandoned building.
Proposed businesses are mixed use commercial per M2 Zoning designation.**

Business Description:

Land is being marketed for commercial use, with emphasis for one restaurant and specialty commercial/office space on main floor with living units above.

6. Employment: Existing FTE Jobs: None

New Permanent FTE Jobs created by project: 120 Construction FTE jobs: 80

7. Architectural / Engineering Firm: FUSION | architecture + design & NCIEngineering.

Address: (Fusion) 1922 Cherry Drive Great Falls Mt. 59404

Representative: Bill Stuff - Owner / Architect

**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).
See attached Narrative

9. Please provide rehabilitation/construction plans (attach schematics, site and landscaping plans).
See attached Site Plan

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).

Lots are being actively marketed with interest from developers and individual businesses. Construction is expected to commence in September / October 2019 and full buildout of private lots expected by November 2022. Public facilities upgrades funded by TIF will start in September / October 2019 and be completed by June / July 2020.

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

No

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

We request reimbursement of some costs based on completion of work in September – October 2019. This includes the relocation of the overhead power lines by Northwestern Energy and the demolition of the existing loading dock & buildings on the proposed parking lot property. We will ask for future reimbursement of the West Bay Drive Parking Lot, Curb & Gutters, Sidewalks, and Trail Access based on completion of work in June – July 2020.

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

We consider the relocation of the overhead power lines, Bay Drive (West side) public sidewalk and boulevard landscaping, trail access, parking lot (common), and civil engineering fees as Public Infrastructure needs for the project. Cumulative costs for these elements is \$ 638,600.

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

1. Demo Existing Buildings	\$ 74,000
2. Relocate Overhead Power Line	\$ 140,000
3. Bay Drive – Sidewalks & Landscaping	\$ 81,000
4. Trail Access	\$ 27,600
5. Parking Lot – Common	\$ 362,000
6. Civil Engineering Fees	\$ 28,000

Subtotal **\$ 712,600**

Construction/Rehabilitation Costs

(Total value of improvements)

1. New Construction – Shell Buildings	\$17,239,899
Tenant Finish Costs not Included	

Subtotal **\$ 17,239,899**

Architectural & Engineering Fees

1. Architectural Fees (5.5 % of Shell Building Costs)	\$ 948,195
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Subtotal **\$ 948,195**

Total Project Development Costs **\$ 18,900,694**

ELIGIBLE TIF ACTIVITIES

Demolition & Removal of Structures

Description	Total	Amount Requested From TIF	Timing for Funds
Building Demolition	\$ 74,000	\$ 74,000	Sept. – Oct. 2019
Subtotal	\$ 74,000	\$ 74,000	

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.)

Description	Total	Amount Requested From TIF	Timing for Funds
Relocate Overhead Power Line	\$ 140,000	\$ 140,000	Sept. – Oct. 2019
Bay Drive (West Side) Sidewalks & Landscaping	\$ 81,000	\$ 81,000	June 2020
Trail Access	\$ 27,600	\$ 27,600	June 2020
Parking Lot – Common	\$ 362,000	\$ 362,000	June 2020
Subtotal	\$ 610,600	\$ 610,600	

Fees (associated with eligible activities)

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

Description	Total	Amount Requested From TIF	Timing for Funds
Civil Engineering Fees	\$ 28,000	\$ 28,000	Sept. – Oct. 2019
Subtotal	\$ 28,000	\$ 28,000	

CERTIFICATION

I, Paula Gundermann (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 Paula Gundermann Holman Grain Partner

Company Holman Grain

Title Owner - Partner

Address 145 East Portage Road - Floweree, Montana 59440-9717

Date July 12, 2019

Signature B.A.S.W.H

Company FUSION | architecture + design

Title Owner - Architect

Address 1922 Cherry Drive

Date July 12, 2019



PROJECT NARRATIVE

July 12, 2019

Buffalo Crossing will be a one of kind Work / Live Development in Great Falls, Montana. The project is located on a total of 3.19 acres, with 2.041 acres directly abutting the Missouri Riverfront. The proposed development will be built on one of the remaining parcels of privately owned property that actually abuts the Missouri River within the City of Great Falls. Based on the importance and visibility of the site, the developers are committed to the highest level of overall planning & design that can be afforded.

The project will accommodate development of 6 Riverfront Parcels of land based on the revised plat for the Buffalo Crossing Addition. The project will include the renovation of the existing barrel-vault building on Lot #1, and multi-story buildings with Commercial / Office space on the lower levels with Housing Units on the upper levels placed on Lots #2 - #6.

Currently we are working with a potential Restaurant / Bar owner who has multiple locations on the western side of the state. They are committed to repurposing and renovating the existing barrel-vault building to become "The Place" to drink & dine in Great Falls. We believe that they will become the anchor tenant and the driving force for the rest of the development. The site deserves the right kind of Building Owners / Tenants that understand the importance of the site and want to be part of improving Great Falls Riverfront.

Buffalo Crossing will change the quality of the Missouri Riverfront, as well as the overall community of Great Falls."



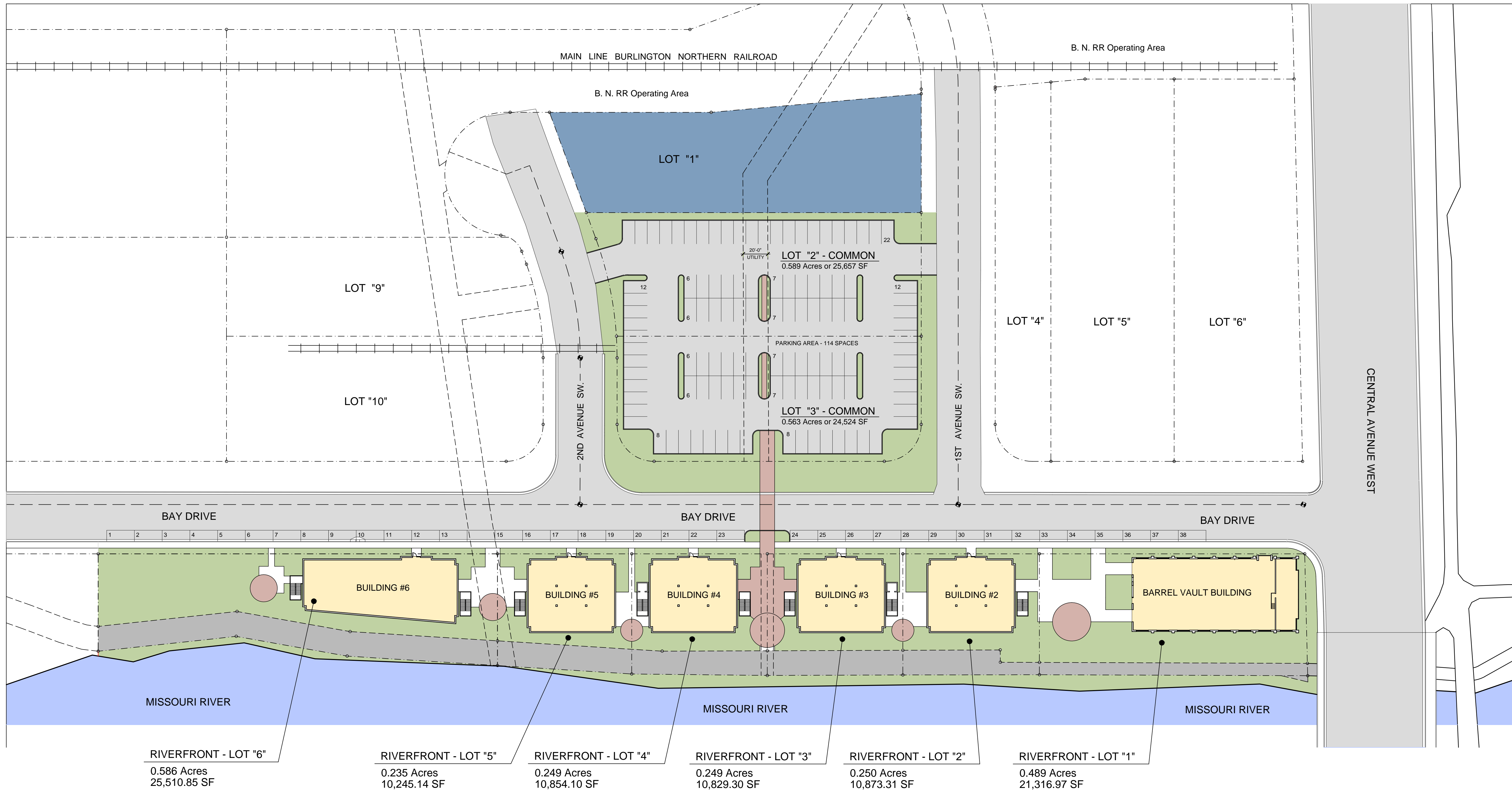
BUFFALO CROSSING – PROJECT COST SUMMARY

January 14, 2019

Based on Work / Live Buildings

2 to 3 Story Buildings

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

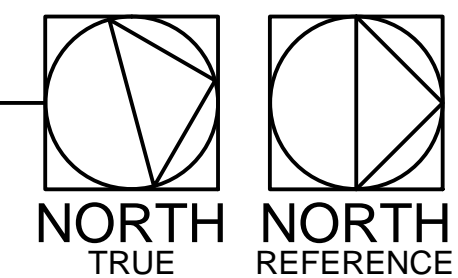


RIVERFRONT - LOT "6"	RIVERFRONT - LOT "5"	RIVERFRONT - LOT "4"	RIVERFRONT - LOT "3"	RIVERFRONT - LOT "2"	RIVERFRONT - LOT "1"
0.586 Acres 25,510.85 SF	0.235 Acres 10,245.14 SF	0.249 Acres 10,854.10 SF	0.249 Acres 10,829.30 SF	0.250 Acres 10,873.31 SF	0.489 Acres 21,316.97 SF

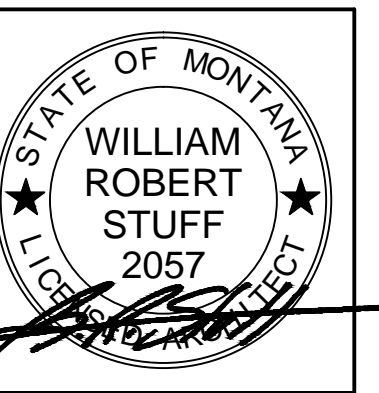
PROPOSED SITE PLAN - OPTION #1A

SCALE: 1" = 40'-0"

PARKING LOT - 114 STALLS
STREET PARKING - 38 STALLS



FUSION | architecture + design
 1922 Cherry Drive
 P. 406 | 315-3618
 Great Falls, Montana 59404
 E-Mail: bill@fusion-and.com



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BUFFALO CROSSING - MIXED USE DEVELOPMENT
HOLMAN PROPERTY
GREAT FALLS, MONTANA

Project Info.	
Project No.	17FAD17
Date	Feb. 10, 2019
Revisions	
Drawn By	WRS

Sheet Title
 proposed site plan
 option #1A

Sheet Number
 A1.10

Melissa Kinzler
Finance Director
City of Great Falls

Aug. 9, 2019

RE: West Bank Landing Tax Increment Financing Draw Request

Dear Ms. Kinzler,

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

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

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

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

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

Thank you for your consideration.

Sincerely,



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

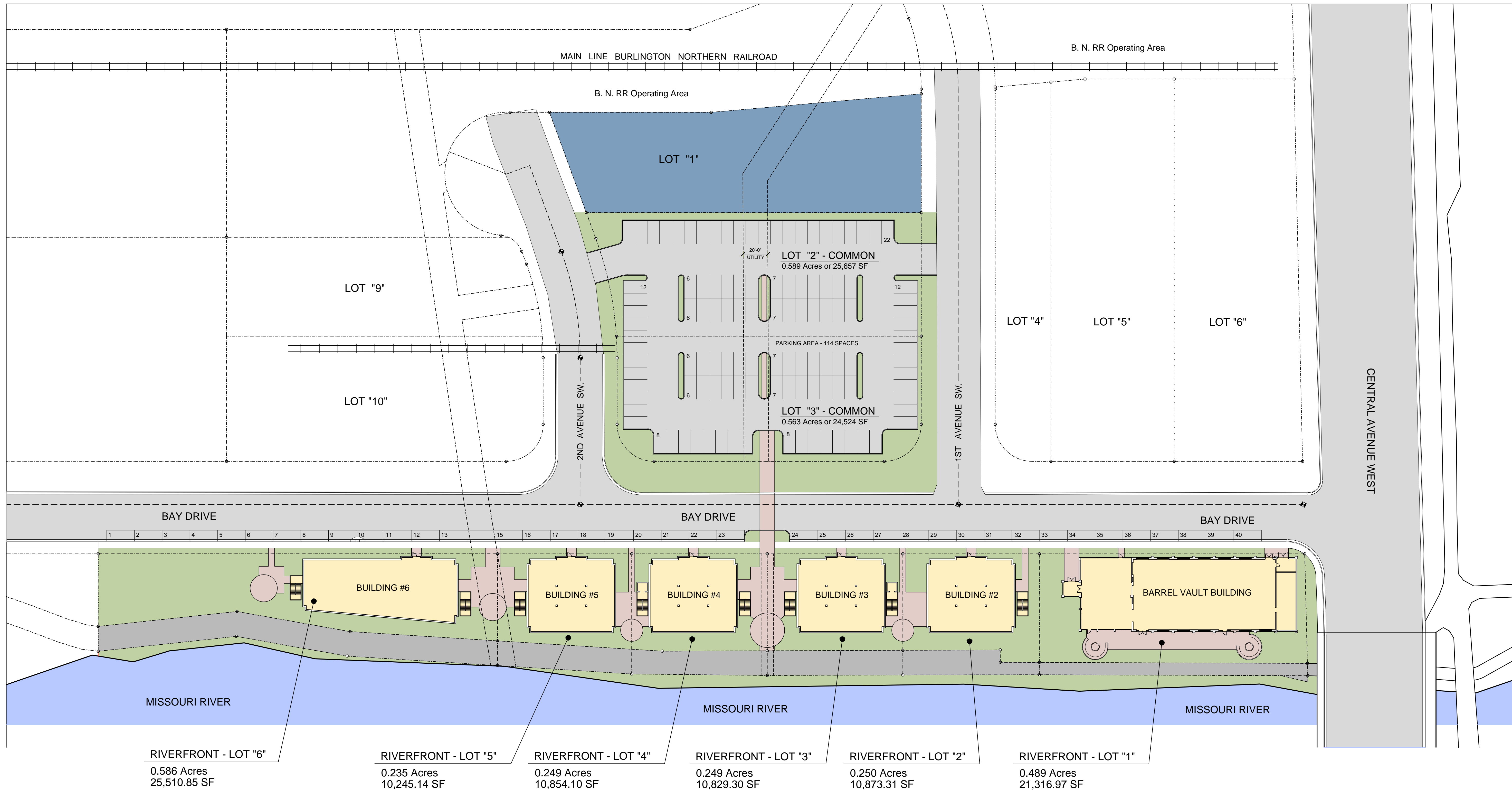
WEST BANK
LANDING



693 ft



The City of Great Falls uses the most current and complete data available. However, GIS data and product accuracy may vary. GIS data and products may be developed from sources of differing accuracy, accurate only at certain scales, based on modeling or interpretation, incomplete while being created or revised, etc. The City of Great Falls reserves the right to correct, update, modify, or replace, GIS products without notification. The City of Great Falls cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. Using GIS data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may neither assert any proprietary rights to this information nor represent it to anyone as other than City Government-produced information. The City of Great Falls shall not be liable for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.

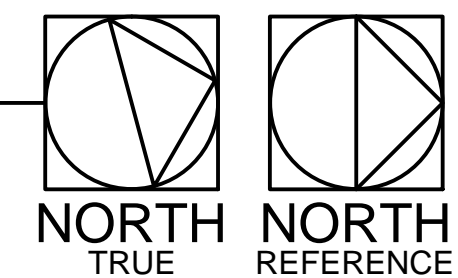


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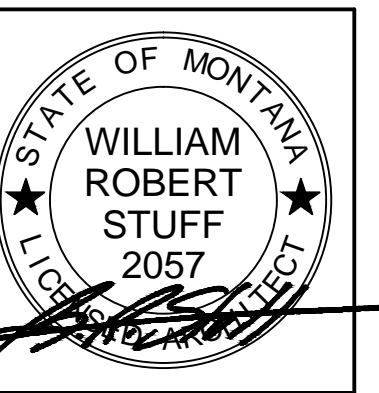
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BUFFALO CROSSING - MIXED USE DEVELOPMENT
HOLMAN PROPERTY
GREAT FALLS, MONTANA

Project Info.	
Project No.	17FAD17
Date	Sept. 23, 2019
Revisions	
Drawn By	WRS

Sheet Title
 proposed site plan
 option #1

Sheet Number
 A1.10

MEMORANDUM

TO: City of Great Falls, Montana

FROM: Erin McCrady – Dorsey & Whitney LLP

DATE: October 28, 2019

You have asked for a summary of certain terms and conditions with respect to (i) reimbursements for public infrastructure improvements associated with the Staybridge Hotel Project (the “2009 Project”) pursuant to a Development Agreement between the City of Great Falls, Montana (the “City”) and West Bank Properties, LLC (the “Developer”), dated as of October 20, 2009 (the “2009 Development Agreement”) and (ii) reimbursements for public infrastructure improvements associated with the Springhill Suites/Marriott Hotel Project (the “2016 Project”) pursuant to a Development Agreement between the City and the Developer, dated as of August 2, 2016 (the “2016 Development Agreement”), both of which projects are located within the City’s West Bank Urban Renewal District (the “District”).

1. History of the District

The history of the District is relevant to the discussion around terms and conditions for the reimbursements for public infrastructure improvements associated with the 2009 Project and the 2016 Project.

The District was established in 2007. The first tax increment project in the District commenced in 2008 and consisted of the Federal Courthouse/4th Avenue NW Project, including park, street and utility improvements and other qualified improvements. In July 2009, the City adopted a bond resolution (the “District Bond Resolution”) and issued bonds (the “Courthouse Bonds”) payable from tax increment revenues of the District in order to finance the costs of the Federal Courthouse/4th Avenue NW Project.

The District Bond Resolution provides that the City shall not issue any additional bonds payable from tax increment of the District unless, among other things, the City is able to show that it received tax increment from the District in the last completed fiscal year equal to at least 140% of the maximum annual debt service on existing bonds and the additional bonds proposed to be issued. For example, if maximum annual debt service is \$100,000, tax increment revenues must be \$140,000. The purpose of this requirement is to ensure that declines in property tax values, tax rates or collections will not result in the inability of the City to pay debt service on its bonds. The 140% coverage requirement was established in 2009 with the advice of D.A. Davidson, as underwriter for the Courthouse Bonds, and was a common requirement for tax increment bonds during the economic recession when declines in property tax values and collections were at times severe. Investors and bond issuers alike sought to mitigate the risk of defaulting on bond payments by requiring a surplus of revenues over debt service prior to the issuance of additional bonds. (Note that a 140% coverage requirement is still used today, although we also see reduced coverage requirements from time to time.) Thus, with respect to any additional bonds proposed to be issued by the City for purposes of financing a tax increment project in the District or reimbursing a developer for such costs, the 140% coverage requirement established in the District Bond Resolution remains in effect. The City is required to test this 140% coverage requirement each time it

issues additional bonds and it is prohibited from issuing additional bonds if it cannot satisfy this requirement.

Frequently communities are asked to pay for public infrastructure improvements associated with a developer project in a tax increment district but there are insufficient tax increment revenues available for purposes of issuing additional bonds (i.e. the applicable coverage requirement cannot be satisfied at the time of the developer project). In such cases, a developer might pay for the public infrastructure improvements out of its own funds and enter into a development agreement with the community whereby (i) the community agrees to issue additional bonds if and when sufficient tax increment revenues are available (i.e. the applicable coverage requirement can be satisfied) and repay the developer in full out of the bond proceeds or (ii) the community agrees to repay the developer in installments from time to time as tax increment revenues are generated and available.

2. Terms and Conditions of Reimbursements for 2009 Project and 2016 Project

The 2009 Project commenced in October 2009 and was the second urban renewal project in the District. Pursuant to the 2009 Development Agreement, the City agreed to reimburse the Developer for the costs of the 2009 Project. In order to evidence the City's reimbursement obligation to the Developer, the City issued a subordinate promissory note to the Developer in the amount of \$761,463 (the "Promissory Note"), with interest payable at a rate of 5.60% per annum. In the 2009 Development Agreement, the City agreed to issue additional bonds in the future and to use the proceeds therefrom to repay the Promissory Note. The 2009 Development Agreement also included an acknowledgement from the Developer that the 2009 Project would be maintained in a manner such that it would generate tax increment sufficient to pay debt service on all outstanding tax increment obligations and to provide debt service coverage as provided in the District Bond Resolution (i.e. the 140% coverage requirement). The 2009 Development Agreement further provided that the Developer would not protest property taxes on the 2009 Project if it would result in property taxes being less than 125% of the amount of debt service payable on the Promissory Note. This anti-protest provision is a common provision in development agreements where an issuer is dependent on a developer's property taxes for purposes of generating tax increment revenues to pay debt service on bonds and notes associated with the developer's project. This anti-protest threshold of 125% for purposes of paying debt service on the Promissory Note is different than the 140% coverage requirement set out in the District Bond Resolution for purposes of establishing sufficient tax increment revenue to issue additional bonds.

In early 2012, the City determined that the District was generating sufficient additional tax increment revenue such that it was able to satisfy the 140% coverage requirement for purposes of issuing additional bonds. In March 2012, the City issued additional bonds (the "2009 Project Bonds") and repaid the Promissory Note in full out of the proceeds of such bonds.

The 2016 Project commenced in August 2016 and was the third urban renewal project in the District. Pursuant to the 2016 Development Agreement, the City agreed to reimburse the Developer for the costs of the 2016 Project in an amount not to exceed \$2,642,614. The City did not issue a promissory note to the Developer or agree to pay interest to the Developer with respect to the reimbursement obligation. However, the City agreed to issue additional bonds in the future and to use the proceeds therefrom to reimburse the Developer in full for such costs. The 2016 Development Agreement provides that the City's obligation to issue such additional bonds is subject to, among other things, availability of sufficient tax increment to pay debt service on such bonds. In addition, the 2016 Development Agreement specifically

references the 140% coverage requirement from the District Bonds Resolution as a prerequisite to issuing such bonds:

“There shall be sufficient Tax Increment to issue the Bonds (and pay debt service thereon) in an aggregate principal amount sufficient to pay or reimburse the Developer for the costs of the Infrastructure Improvements, to fund a deposit to the reserve account required by the Bond Resolution and to pay costs of issuance of the Bonds, and to provide coverage equal to at least 140% of the maximum annual debt service requirements required under the Bond Resolution.”

When preparing the 2016 Development Agreement, we considered it prudent to remind all parties of the minimum thresholds which must be satisfied before the City could legally issue additional bonds and reimburse the Developer for project costs, hence the specific reference to the 140% coverage requirement in the 2016 Development Agreement.

Although the 140% coverage requirement has not been achieved to date for purposes of issuing additional bonds, in October 2018, the City agreed to reimburse the Developer for \$700,000 with respect to the 2016 Project using tax increment revenues on hand. In October 2019, the City approved an additional \$350,000 reimbursement to the Developer.

3. Interest Payments for 2009 Project

As discussed above, the City agreed to pay interest on the Promissory Note associated with the 2007 Project. The City did not agree to pay interest in connection with the 2016 Project.

The terms of each development agreement that the City enters into with a developer are negotiated on a stand-alone basis and each tax increment project is assessed in light of a variety of economic factors existing at the time.

In 2009, the recession would have been a significant factor in the City's agreement to pay interest with respect to the 2009 Project. It is likely that the City expected it would take several years after completion of the 2009 Project before the District generated sufficient new tax increment revenue required to satisfy the 140% coverage requirement, thereby enabling the City to issue the 2009 Project Bonds. Borrowing costs for construction projects were high in 2009 and it is likely the City took this into consideration when it agreed to pay interest to the Developer with respect to the 2009 Project.

In 2016, interest rates were lower and property values were rising steadily. It is likely the City took this into consideration when it elected not to offer to pay interest to the Developer with respect to the 2016 Project and instead chose to have the Developer carry the costs of borrowing. Availability of funds and other demands for tax increment revenues in the District would have also affected the City's decisions in assessing this issue.



Item: Contract Award: Creative Mural/Logo Design and Painting of the Gore Hill Water Tower – Request for Cost Proposals (RFP), O. F. 1625.9

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Consider Mural/Logo Design Options and Approve Contract

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) a contract in the amount of \$55,000.00 to Cameron Moberg for design option number one for the Creative Mural/Logo Design and Painting of the Gore Hill Water Tower, and authorize the City Manager to execute the construction contract documents.”

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

Staff Recommendation:

Approve the construction contract award for option number one and identify the funding source(s).

Summary:

City staff publicly advertised a request for companies to submit mural/logo design options for the City Commission to consider. The request also required the companies to provide the cost associated with painting each mural/logo design option on the newly constructed Gore Hill Water Tower. The submitted mural/logo design options and associated costs were presented to the City Commission at the October 1st, 2019 City Commission Work Session. Consideration of the design selection was postponed at both the October 1st and October 15th City Commission Meetings.

Background:

The construction activity associated with this project should have minimal impacts on the citizens. It is not anticipated that any roads will need to be closed and the water tower should be able to remain fully functional during the painting process. City engineering staff will perform contract administration duties associated with this project, but staff recommends that the City enter into a Professional Services Agreement with a consultant firm, that has experience with projects of this nature, to provide construction inspection services and offer technical assistance.

Per the recommendation of the manufacturer that provided the materials associated with the current coating system, the contract documents do require the painting of the mural/logo to wait until the spring of 2020 to be installed so that the existing coating can cure. The contract documents also state that the Notice to Proceed will be issued no later than July 1st, 2020, unless written approval is provided by both the owner and the contractor. The Contractor will have ninety calendar days to complete the project from the date of the Notice to Proceed.

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

Evaluation and Selection Process

Two (2) bids, each with three (3) design options, were received and opened for this project on September 18, 2019. The bids for this project ranged from \$55,000.00 to \$144,000.00. Please see the attached documents for a breakout of the costs provided for each design option from each of the bidders and the corresponding staff determined score. The attachments also include each design option provided by the bidders.

City Staff recommends awarding the contract to Cameron Moberg in the amount of \$55,000.00 to have mural/logo option number one painted on the Gore Hill Water Tower.

Fiscal Impact:

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

Alternatives:

Should the City Commission need additional time to consider the design options and identify the funding source(s), the City Commission could vote to table the decision and hold a special City Commission meeting no later than November 15th, 2019. As long as a formal decision is made within 60 days of the bid opening, staff is not aware of any consequences associated with this action.

The City Commission could determine that another design option is in the best interest of the City and vote to award the contract for that option. Staff is not aware of any consequences associated with this action.

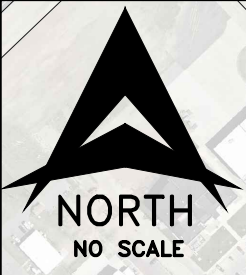
The City Commission could vote to deny award of the construction contract and allow the existing coating system to remain as it currently is. Staff is not aware of any consequences associated with this action.

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

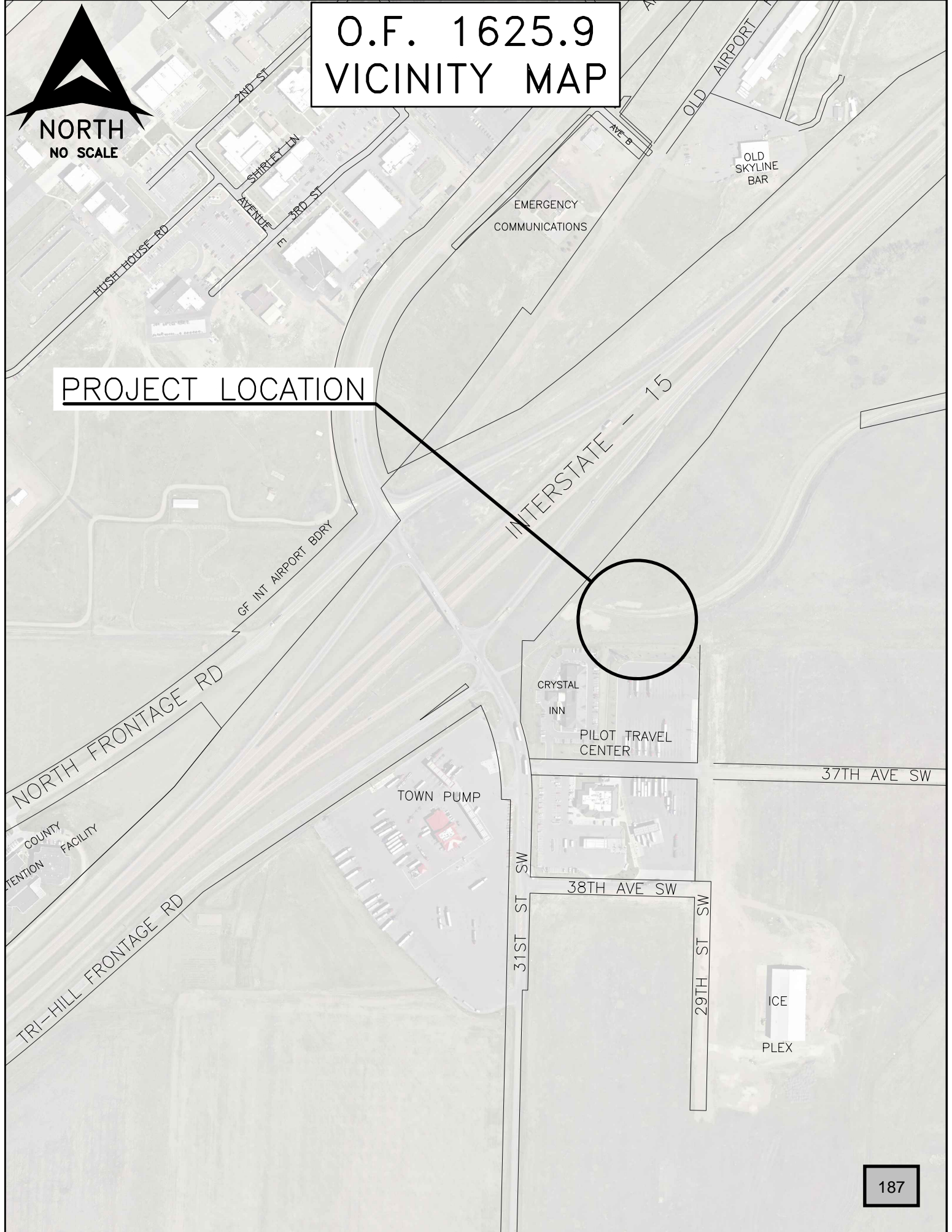
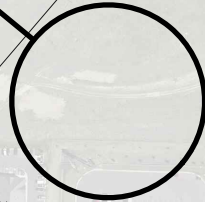
Attachments/Exhibits:

1. Vicinity Map
2. Staff Scoring Summary
3. Mural/Logo Design Options
4. Bid Tabulation Summary

O.F. 1625.9 VICINITY MAP



PROJECT LOCATION



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

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

Section 3: Concepts

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

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

Bid: \$55,000



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

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

Bid: \$82,000

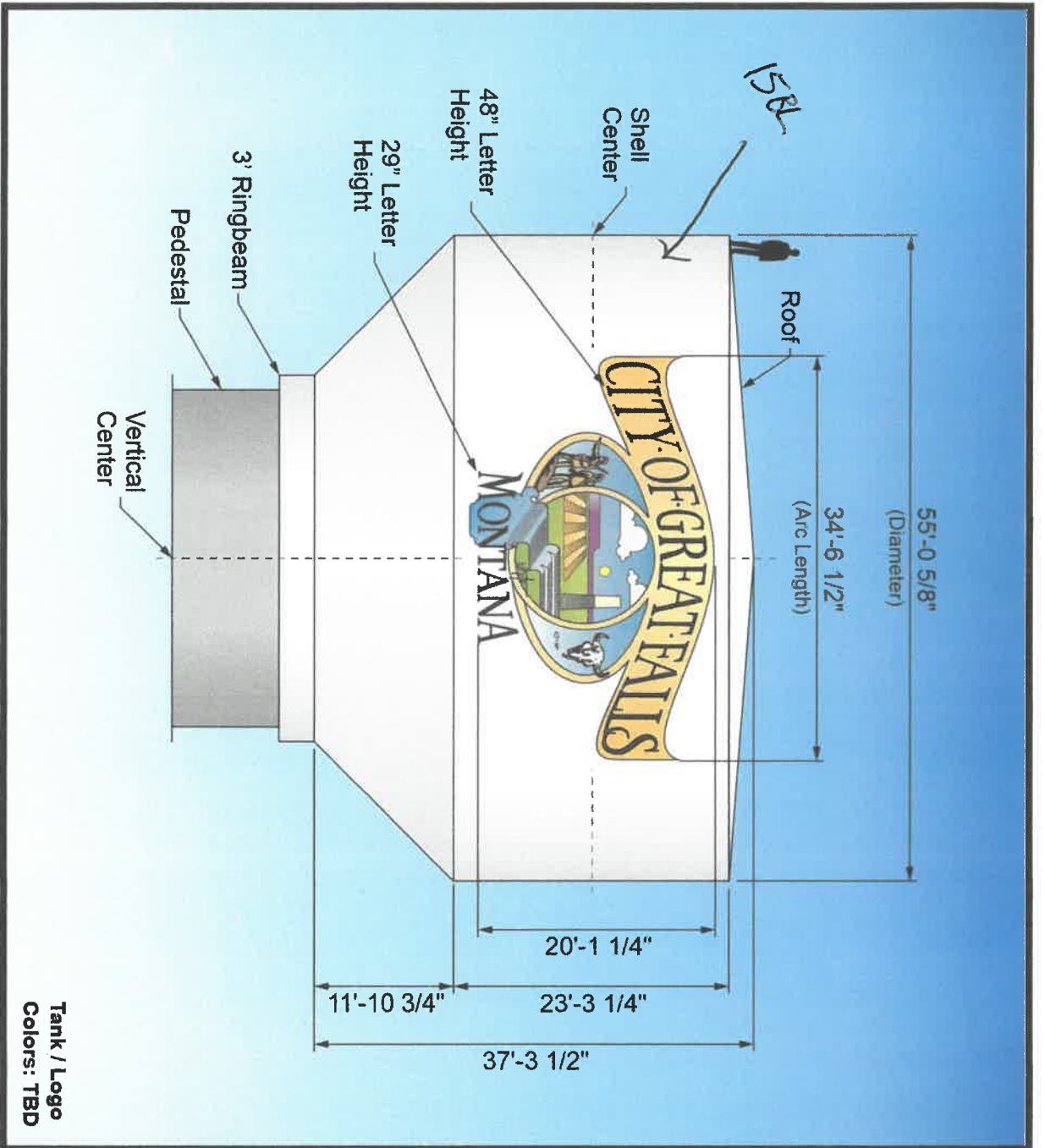


Mural/Logo Concept Design #3: A full mural “wrap” covering the entire tower. Scenery with two “Great Falls” logos and “MONTANA” vertically painted over the vectored scenery on one side.

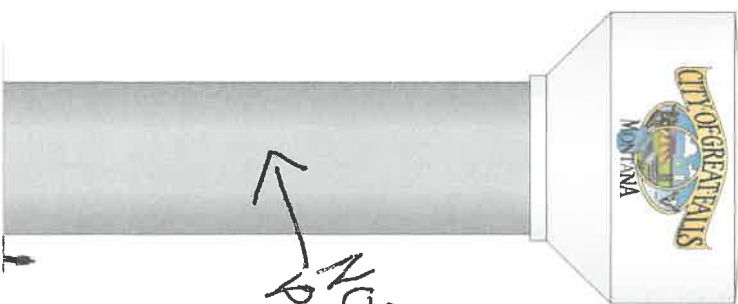
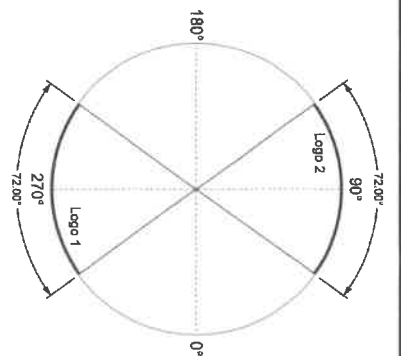
Vectored scenery spanning the tower from top to bottom with three main focal points: the striking and realistic elk and “Great Falls” cursive logo, the vertical “MONTANA” and second “Great Falls” cursive logo on both sides, and the waterfall. The peaceful scenery also includes the sky with friendly scattered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

Bid: \$105,000





Tank / Logo Colors: TBD



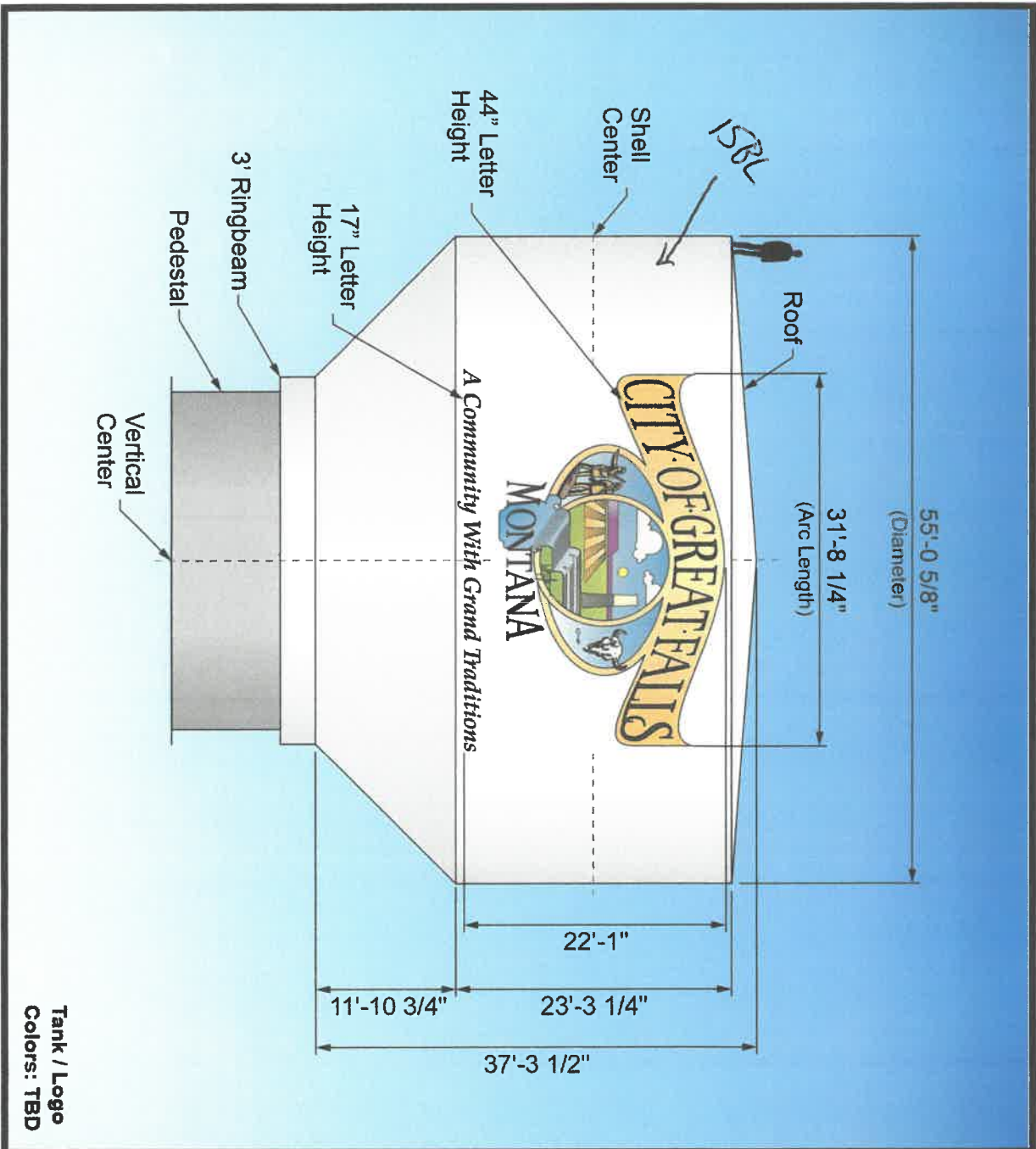
LAS
 LAKE AREA SIGN CO. LLC
 Danny McKinney / Owner
 1375 N. Beglis Pkwy
 Sulphur, LA 70663
 (337) 625-4179
 (337) 794-1564
 danny@lakeareasignco.com

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

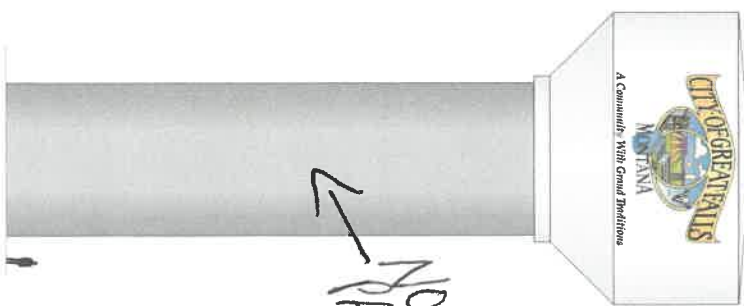
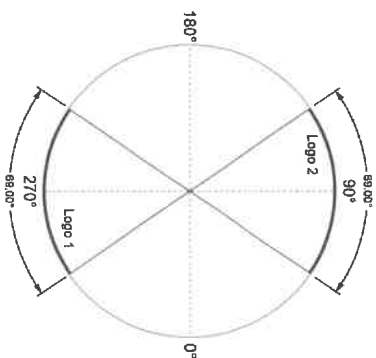
Date: _____
 Signature: _____
 Approved Resubmit

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

Concept 2 2-Logos



Tank / Logo
Colors: TBD



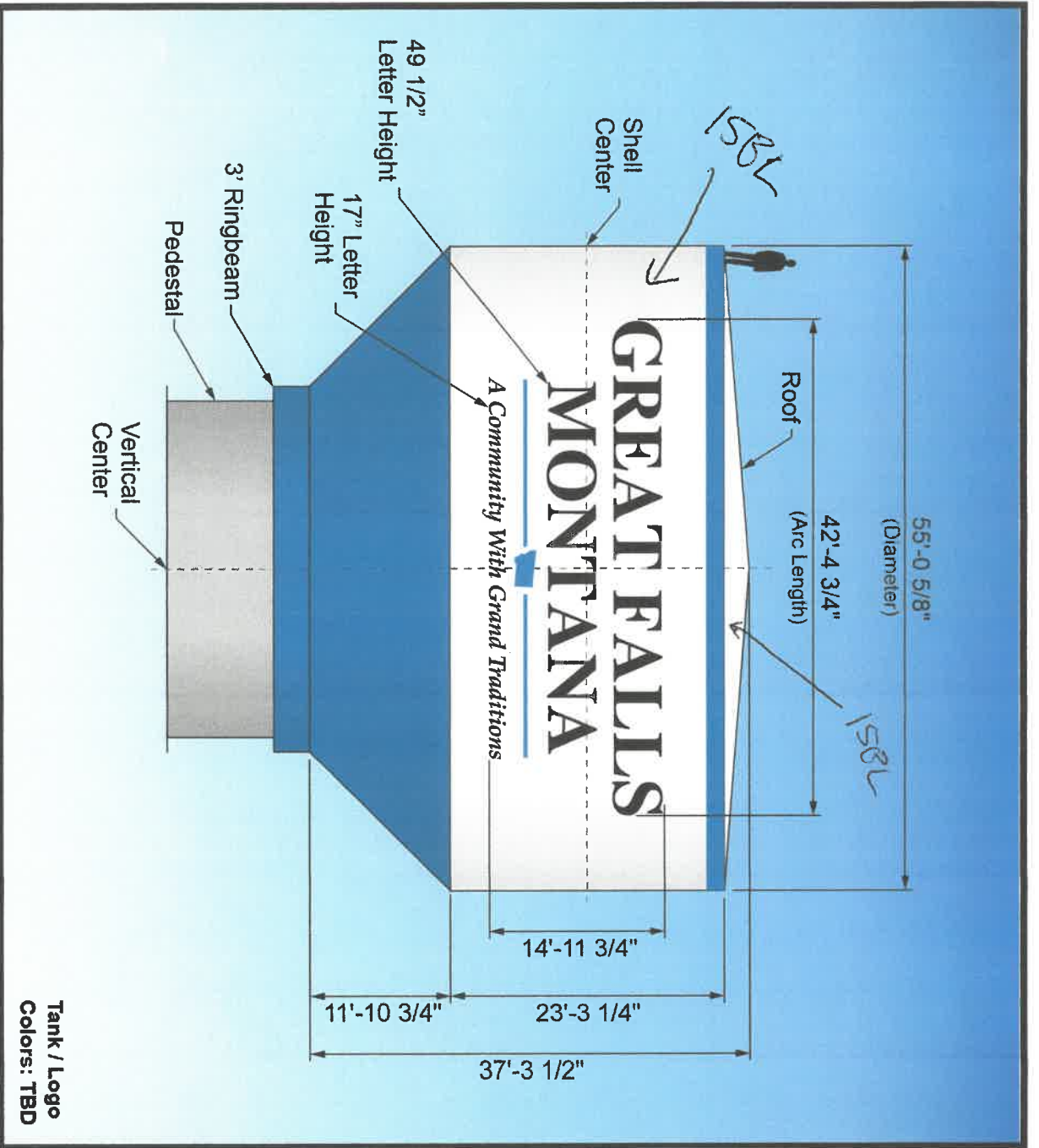
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(337) 794-1564
dannymc@lakeareasignco.com

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

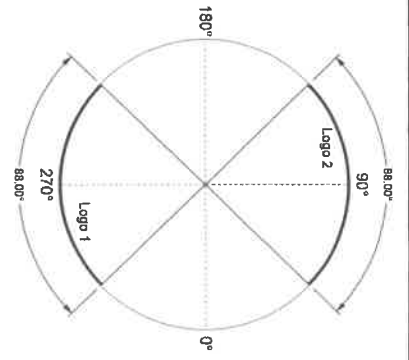
Date: _____
Signature: _____
 Approved Resubmit

Notice:
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colors from actual print colors slightly.
Renderings are approximate and are
provided for a visual aid.
Field with tank shell height before
installing patterns.

Concept 3 - 2 logos



Tank / Logo Colors: TBD



NOT PAINTED

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

Prepared by the City Engineers Office - JEP

9/18/2019

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